
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K/A

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

Date of Report (Date of earliest event reported): March 30, 2022

VERIS RESIDENTIAL, INC.
(Exact name of registrant as specified in charter)

Maryland
(State or other jurisdiction
of incorporation)

1-13274
Commission
File number

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

Harborside 3, 210 Hudson St., Ste. 400
Jersey City, NJ 07311
(Address of principal executive offices) (Zip Code)

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

VERIS RESIDENTIAL, L.P.
(Exact name of registrant as specified in charter)

Delaware
(State or other jurisdiction
of incorporation)

333-57103
Commission
File number

22-3315804
(I.R.S. Employer
Identification Number)

Harborside 3, 210 Hudson St., Ste. 400
Jersey City, NJ 07311
(Address of principal executive offices) (Zip Code)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

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

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

Emerging growth company

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

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

As previously disclosed in a Form 8-K filed on March 31, 2022, Veris Residential, Inc. (the “Company”) terminated the employment of its Executive Vice President, General Counsel and Secretary Gary T. Wagner effective April 15, 2022 and was considering a potential consulting agreement with Mr. Wagner to facilitate a smooth transition during a critical period for the Company. Mr. Wagner has now agreed, following his employment termination, to perform certain consulting services through October 16, 2022 (including using his best efforts to ensure a seamless transition of matters for which he was responsible and consulting on ongoing development projects), unless such services are earlier terminated by the Company or Mr. Wagner. As consideration for these consulting services, Mr. Wagner is entitled to ownership of a company car with an estimated value of approximately \$52,000 and a lump-sum cash payment of \$50,000 payable at the end of the agreement term, such cash payment to be pro-rated if the consulting agreement is terminated early by Mr. Wagner. The foregoing summary of the consulting agreement does not purport to be complete and is qualified in its entirety by the full text of the Company’s Independent Consulting Services Agreement with Mr. Wagner, which is attached to this Current Report on Form 8-K/A as Exhibit 10.1 and incorporated herein by reference.

Cautionary Statements

This Current Report on Form 8-K/A, including the exhibits furnished herewith, contains “forward-looking statements” within the meaning of Section 21E of the Exchange Act. Such forward-looking statements relate to, without limitation, our future economic performance, plans and objectives for future operations and projections of revenue and other financial items. Forward-looking statements can be identified by the use of words such as “may,” “will,” “plan,” “potential,” “project,” “should,” “expect,” “anticipate,” “estimate,” “target,” “continue” or comparable terminology. Forward-looking statements are inherently subject to certain risks, trends and uncertainties, many of which we cannot predict with accuracy and some of which we might not even anticipate. Although we believe that the expectations reflected in such forward-looking statements are based upon reasonable assumptions at the time made, we can give no assurance that such expectations will be achieved. Future events and actual results, financial and otherwise, may differ materially from the results discussed in the forward-looking statements as a result of various factors. Readers are cautioned not to place undue reliance on these forward-looking statements. Unless required by U.S. federal securities laws, we do not intend to update any of the forward-looking statements to reflect circumstances or events that occur after the statements are made or to conform the statements to actual results. The information contained in this Current Report on Form 8-K/A, including the exhibit filed herewith, should be viewed in conjunction with the consolidated financial statements and notes thereto appearing in the Registrants’ Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	Independent Consulting Services Agreement, dated April 19, 2022.
104.1	The cover page from this Current Report on Form 8-K/A, formatted in Inline XBRL.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrants have duly caused this report to be signed on their behalves by the undersigned hereunto duly authorized.

VERIS RESIDENTIAL, INC.

Date: April 22, 2022

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

VERIS RESIDENTIAL, L.P.

By: Veris Residential, Inc.,
its general partner
By: /s/ Mahbod Nia
Name: Mahbod Nia
Title: Chief Executive Officer

INDEPENDENT CONSULTING SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on this 19th day of April 2022, by and between Veris Residential, Inc. ("Veris" or the "Company"), having offices at Harborside 3, 210 Hudson Street, Suite 400, Jersey City, N.J. 07311 and Gary T. Wagner, an independent consultant, having an office at [*****] ("Consultant").

In consideration of the mutual promises and covenants contained in this Agreement, and intending to be legally bound, Veris and Consultant agree as follows:

1. Consulting Services

Consultant's responsibilities ("Consulting Services") shall include, but not be limited to:

- (a) providing the Company with requested information and advice on matters of which Consultant has knowledge due to his prior role as General Counsel and Secretary of the Company;
- (b) meeting with Company representatives (either telephonically or in person) during the Term;
- (c) cooperating with the Company with respect to litigation, investigations, or governmental proceedings regarding matters in which Consultant was involved during his employment;
- (d) using his best efforts to ensure a seamless transition of legal and business related matters for which he was responsible;
- (e) consulting on ongoing development projects;
- (f) consulting on any matters on which Veris' Chief Executive Officer, Chief Operating Officer, Chief Financial Officer or General Counsel and outside legal counsel seek information and cooperation.

2. Term and Hours

Consultant shall commence providing the Consulting Services described above on **April 16, 2022** ("Effective Date") and continue performing pursuant to the terms of this Agreement until **October 16, 2022** ("Term"), unless this Agreement is terminated as provided in Paragraph 8 below.

3. Compensation.

As compensation for the Consulting Services to be provided by Consultant hereunder, at the conclusion of the Term or the termination of this Agreement, if earlier, Veris shall provide Consultant with (a) a lump sum of \$50,000.00 and (b) all right, title and interest in a 2019 BMW M550i vehicle with a Vehicle Identification Number of [*****] ("Consulting Fee"). Veris shall issue an IRS Form 1099 to Consultant reflecting the Consulting Fee.

4. Veris' Rights and Responsibilities.

(a) Veris shall have no right to control the Consulting Services, or the means and methods employed by Consultant in performing the Consulting Services required pursuant to this Agreement (provided, however, that Consultant agrees that he shall comply with all applicable laws).

(b) Veris will reimburse Consultant for reasonable out-of-pocket expenses directly incurred by Consultant in performing Consulting Services under this Agreement.

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5. Independent Contractor. Consultant is an independent contractor and as such shall have no authority to enter into any agreement on behalf of Veris or to obligate Veris in any manner whatsoever or make any statements, representations, decisions or commitments of any kind or to take any action binding on Veris except as authorized in writing by Veris. Consultant is prohibited from incurring any liabilities or expenses on behalf of Veris.

(a) Consultant understands that, as an independent contractor, he should make payments against estimated income taxes due to the Internal Revenue Service and all relevant State agencies on his own behalf in regard to receipt of the Consulting Fee. Consultant hereby acknowledges that pursuant to this Agreement and in consideration for his performance of the Consulting Services, Veris has no obligation to provide him with health insurance, Temporary Disability, Unemployment or Worker's Compensation insurance or any other form of insurance or benefits of any kind.

(b) In the event that Consultant's status as an independent contractor should be challenged or re-characterized by any government entity, Consultant hereby releases from and indemnifies Veris for any liability incurred or threatened, including interest and penalties, and the costs of defending administratively or judicially, and, if necessary, of settling any proceedings attempting to re-characterize Consultant's status or to collect any amounts, including interest and penalties, alleged to be due from Veris.

6. Representations and Covenants. Consultant represents, warrants, and covenants that (a) Consultant is free to enter into this Agreement, and has full legal power and authority to enter into and perform under this Agreement; (b) Consultant's entry into and performance under this Agreement does not and will not violate any rights of or obligations of Consultant to any third party; (c) Consultant will use his best efforts to perform in accordance with this Agreement; (d) Consultant will provide, pay for and keep in good standing all licenses pertaining to activities engaged in by Consultant and will comply with all federal, state and local laws and regulations and all valid orders of federal, state and local officials pertaining to such activities; and (e) Consultant will not engage in any activities that could be contrary to the best interests of or harm the good reputation or image of Veris.

7. Confidentiality. Consultant acknowledges and agrees that in the course of rendering Consulting Services under this Agreement, Consultant will be exposed to and possess Veris' information, trade secrets, and other matters which are of a proprietary or confidential nature, including, but not limited to, personnel information and data, health insurance information, personal information of employees, operations, business opportunities, price and cost information, finance, tenant information, business plans, various leasing techniques, manuals, costs and profit margins, rental rates, competitive analyses, letters, notebooks, procedures, reports, products, processes, services, and other non-public, confidential information and knowledge (collectively, the "Confidential Information") concerning Veris' businesses. Veris expects to provide to Consultant on an ongoing basis such Confidential Information as Veris deems necessary or desirable to aid Consultant in the performance of the Consulting Services. Consultant understands, acknowledges and agrees that such Confidential Information is confidential, and Consultant agrees not to disclose such Confidential Information to anyone other than those at Veris with a need to know and except to the extent that Consultant is required by order of a court or government agency (by subpoena or similar process) to disclose or discuss any Confidential Information. Confidential Information shall not include any information that (i) is or becomes known to the general public under circumstances involving no breach by Consultant or not known or which should have been known by Consultant to involve a breach by any third party of an obligation of confidentiality to Veris or (ii) is generally disclosed to third parties by Veris without restriction on such third parties or (iii) is approved for release by written authorization of Veris. Consultant further agrees that all Confidential Information shall be kept strictly confidential by Consultant and will not be disclosed by Consultant to any employees, directors, shareholders, agents, advisors or representatives of any other client or customer of Consultant, and that after the termination of this Agreement, Consultant will not use or allow the use for any purpose of the Confidential Information or notes, summaries or other material derived by Consultant from the Confidential Information. Consultant agrees that he will promptly return to Veris any Confidential Information previously removed by Consultant from Veris' premises physically or electronically. Consultant agrees that the breach of any

provision of this paragraph will cause irreparable harm to Veris for which remedies at law will be inadequate. Accordingly, in the event of any breach or threatened or attempted breach of any provision hereof by Consultant, Veris shall, in addition to all other remedies, be entitled to a temporary and permanent injunction restraining such breach, and to a decree for specific performance of the provisions hereof, without being required to show actual damages or to furnish any bond or other security.

8. **Termination.** This Agreement shall take effect on the Effective Date and shall continue until the earlier of (a) termination of this Agreement by Veris upon ten (10) days' notice, regardless of the reason; (b) immediate termination by Veris due to Consultant's breach of this Agreement; (c) termination by Consultant upon ten (10) days' notice; (d) Midnight October 16, 2022; or (e) death or disability which prevents Consultant from performing the Consulting Services under this Agreement. Termination under (a), (b) and (c) above must be made by written notice. Termination shall not affect obligations of either party which have accrued prior to such termination or under Paragraphs 3, 4, 5, 7, and 9, and all obligations under this Agreement shall be binding upon and enforceable for the benefit of Veris, Consultant, and their respective successors and assigns to the extent permitted herein. In the event Veris exercises its rights under Paragraph 8(a), the benefits due pursuant to Paragraph 3 shall immediately vest. In the event Veris exercises its rights under Paragraph 8(b) or Consultant exercises his rights under Paragraph 8(c), the benefits due pursuant to Paragraph 3(a) shall vest on a prorated basis.

9. **Indemnification.** Veris shall defend, indemnify and hold harmless Consultant from any and all liability, claims, causes of action, lawsuits or administrative proceedings, of any nature and kind, arising from his performance of the Consulting Services described in Paragraph 1 above, or such other duties undertaken at the direction of Veris unless such claim or cause of action is the result of Consultant's gross negligence or misconduct.

10. **Miscellaneous.**

(a) If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. If any provision in this Agreement is determined to be unenforceable in equity because of its scope, duration, geographical area or other factor, then the court making that determination shall have the power to reduce or limit such scope, duration, area or other factor, and such provision shall be then enforceable in equity in its reduced or limited form.

(b) This Agreement shall be governed by the laws of the State of New Jersey without giving effect to their choice of law provisions. Consultant hereby consents to, the exclusive jurisdiction and venue in the state or federal courts sitting in New Jersey, and waives any argument of forum non-conveniens in connection with that venue for purposes of resolving any disputes regarding the terms of this Agreement.

(c) If Consultant is a corporation or other legal entity, the individual executing Agreement hereby warrants that he or he is duly authorized to execute this Agreement on behalf of said corporation or other legal entity and to fully bind said corporation or other legal entity to all of the terms and conditions set forth above.

(d) During the Term and upon its termination, Consultant shall continue to have possession and use of all electronic devices provided to him by the Company. Upon the conclusion of the Term, Consultant shall make all such devices available to the IT Department for the purpose of removal of all Veris information, data and intellectual property of any nature and kind, after which the devices will be returned to Consultant.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date.

CONSULTANT:

VERIS RESIDENTIAL, INC.

By: /s/ Gary T. Wagner
GARY T. WAGNER

By: /s/ Mahbod Nia
MAHBOD NIA