

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549
FORM 10-Q

(Mark One)

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the quarterly period ended March 31, 2022

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
or
For the transition period from _____ to _____

Commission File Number: 1-13274 Veris Residential, Inc.
Commission File Number: 333-57103 Veris Residential, L.P.
Veris Residential, Inc.
Veris Residential, L.P.

(Exact name of registrant as specified in its charter)

Maryland (Veris Residential, Inc.)
Delaware (Veris Residential, L.P.)
(State or other jurisdiction of incorporation or organization)

22-3305147 (Veris Residential, Inc.)
22-3315804 (Veris Residential, L.P.)
(I.R.S. Employer Identification No.)

Harborside 3, 210 Hudson St., Ste. 400, Jersey City, New Jersey
(Address of principal executive offices)

07311
(Zip Code)

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

Securities Registered Pursuant to Section 12(b) of the Act:
Veris Residential, Inc.:

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

Veris Residential, L.P.:
None

Not Applicable

(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past ninety (90) days.

Veris Residential, Inc. YES NO
Veris Residential, L.P. YES NO

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Veris Residential, Inc. YES NO
Veris Residential, L.P. YES NO

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

Veris Residential, Inc.:
Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company Emerging Growth Company
Veris Residential, L.P.:

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company Emerging Growth Company

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

Veris Residential, Inc.
Veris Residential, L.P.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

Veris Residential, Inc. YES NO
Veris Residential, L.P. YES NO

As of May 2, 2022, there were 91,030,726 shares of Veris Residential, Inc.'s Common Stock, par value \$0.01 per share, outstanding.
Veris Residential, L.P. does not have any class of common equity that is registered pursuant to Section 12 of the Exchange Act.

EXPLANATORY NOTE

This report combines the quarterly reports on Form 10-Q for the period ended March 31, 2022 of Veris Residential, Inc. and Veris Residential, L.P. Unless stated otherwise or the context otherwise requires, references to the “Operating Partnership” mean Veris Residential, L.P., a Delaware limited partnership, and references to the “General Partner” mean Veris Residential, Inc., a Maryland corporation and real estate investment trust (“REIT”), and its subsidiaries, including the Operating Partnership. References to the “Company,” “we,” “us” and “our” mean collectively the General Partner, the Operating Partnership and those entities/subsidiaries consolidated by the General Partner.

The Operating Partnership conducts the business of providing management, leasing, acquisition, development and tenant-related services for its General Partner. The Operating Partnership, through its operating divisions and subsidiaries, including the Veris property-owning partnerships and limited liability companies is the entity through which all of the General Partner’s operations are conducted. The General Partner is the sole general partner of the Operating Partnership and has exclusive control of the Operating Partnership’s day-to-day management.

As of March 31, 2022, the General Partner owned an approximate 91.0 percent common unit interest in the Operating Partnership. The remaining approximate 9.0 percent common unit interest is owned by limited partners. The limited partners of the Operating Partnership are (1) persons who contributed their interests in properties to the Operating Partnership in exchange for common units (each, a “Common Unit”) or preferred units of limited partnership interest in the Operating Partnership or (2) recipients of long term incentive plan units of the Operating Partnership pursuant to the General Partner’s executive compensation plans.

A Common Unit of the Operating Partnership and a share of common stock of the General Partner (the “Common Stock”) have substantially the same economic characteristics in as much as they effectively share equally in the net income or loss of the Company. The General Partner owns a number of common units of the Operating Partnership equal to the number of issued and outstanding shares of the General Partner’s common stock. Common unitholders (other than the General Partner) have the right to redeem their Common Units, subject to certain restrictions under the Second Amended and Restated Agreement of Limited Partnership of the Operating Partnership, as amended (the “Partnership Agreement”) and agreed upon at the time of issuance of the units that may restrict such right for a period of time, generally one year from issuance. The redemption is required to be satisfied in shares of Common Stock of the General Partner, cash, or a combination thereof, calculated as follows: one share of the General Partner’s Common Stock, or cash equal to the fair market value of a share of the General Partner’s Common Stock at the time of redemption, for each Common Unit. The General Partner, in its sole discretion, determines the form of redemption of Common Units (i.e., whether a common unitholder receives Common Stock of the General Partner, cash, or any combination thereof). If the General Partner elects to satisfy the redemption with shares of Common Stock of the General Partner as opposed to cash, the General Partner is obligated to issue shares of its Common Stock to the redeeming unitholder. Regardless of the rights described above, the common unitholders may not put their units for cash to the Company or the General Partner under any circumstances. With each such redemption, the General Partner’s percentage ownership in the Operating Partnership will increase. In addition, whenever the General Partner issues shares of its Common Stock other than to acquire Common Units, the General Partner must contribute any net proceeds it receives to the Operating Partnership and the Operating Partnership must issue to the General Partner an equivalent number of Common Units. This structure is commonly referred to as an umbrella partnership REIT, or UPREIT.

The Company believes that combining the quarterly reports on Form 10-Q of the General Partner and the Operating Partnership into this single report provides the following benefits:

- ① enhance investors’ understanding of the General Partner and the Operating Partnership by enabling investors to view the business as a whole in the same manner as management views and operates the business of the Company;
- ① eliminate duplicative disclosure and provide a more streamlined and readable presentation because a substantial portion of the disclosure applies to both the General Partner and the Operating Partnership; and
- ① create time and cost efficiencies through the preparation of one combined report instead of two separate reports.

The Company believes it is important to understand the few differences between the General Partner and the Operating Partnership in the context of how they operate as a consolidated company. The financial results of the Operating Partnership are consolidated into the financial statements of the General Partner. The General Partner does not have any significant assets, liabilities or operations, other than its interests in the Operating Partnership, nor does the Operating Partnership have employees of its own. The Operating Partnership, not the General Partner, generally executes all significant business relationships other than transactions involving the securities of the General Partner. The Operating Partnership holds substantially all of the assets of the General Partner, including ownership interests in joint ventures. The Operating Partnership conducts the operations of the business and is structured as a partnership with no publicly traded equity. Except for the net proceeds from equity offerings by the General Partner, which are contributed to the capital of the Operating Partnership in consideration of common or preferred units in the Operating Partnership, as applicable, the Operating

Partnership generates all remaining capital required by the Company's business. These sources include working capital, net cash provided by operating activities, borrowings under the Company's revolving credit facility, the issuance of secured and unsecured debt and equity securities, and proceeds received from the disposition of properties and joint ventures.

Shareholders' equity, partners' capital and noncontrolling interests are the main areas of difference between the consolidated financial statements of the General Partner and the Operating Partnership. The limited partners of the Operating Partnership are accounted for as partners' capital in the Operating Partnership's financial statements as is the General Partner's interest in the Operating Partnership. The noncontrolling interests in the Operating Partnership's financial statements comprise the interests of unaffiliated partners in various consolidated partnerships and development joint venture partners. The noncontrolling interests in the General Partner's financial statements are the same noncontrolling interests at the Operating Partnership's level and include limited partners of the Operating Partnership. The differences between shareholders' equity and partners' capital result from differences in the equity issued at the General Partner and Operating Partnership levels.

To help investors better understand the key differences between the General Partner and the Operating Partnership, certain information for the General Partner and the Operating Partnership in this report has been separated, as set forth below:

- ① Item 1. Financial Statements (unaudited), which includes the following specific disclosures for Veris Residential, Inc. and Veris Residential, L.P.:
 - ①Note 2. Significant Accounting Policies, where applicable;
 - ①Note 14. Redeemable Noncontrolling Interests;
 - ①Note 15. Veris Residential, Inc.'s Stockholders' Equity and Veris Residential, L.P.'s Partners' Capital;
 - ①Note 16. Noncontrolling Interests in Subsidiaries; and
 - ①Note 17. Segment Reporting, where applicable.

- ① Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations includes information specific to each entity, where applicable.

This report also includes separate Part I, Item 4. Controls and Procedures sections and separate Exhibits 31 and 32 certifications for each of the General Partner and the Operating Partnership in order to establish that the requisite certifications have been made and that the General Partner and Operating Partnership are compliant with Rule 13a-15 or Rule 15d-15 of the Securities Exchange Act of 1934 and 18 U.S.C. §1350.

VERIS RESIDENTIAL, INC.
VERIS RESIDENTIAL, L.P.

FORM 10-Q

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**VERIS RESIDENTIAL, INC.
VERIS RESIDENTIAL, L.P.**

Part I – Financial Information

Item 1. Financial Statements

The accompanying unaudited consolidated balance sheets, statements of operations, of comprehensive income, of changes in equity, and of cash flows and related notes thereto, have been prepared in accordance with generally accepted accounting principles (“GAAP”) for interim financial information and in conjunction with the rules and regulations of the Securities and Exchange Commission (“SEC”). Accordingly, they do not include all of the disclosures required by GAAP for complete financial statements. The financial statements reflect all adjustments consisting only of normal, recurring adjustments, which are, in the opinion of management, necessary for a fair statement for the interim periods.

The aforementioned financial statements should be read in conjunction with the notes to the aforementioned financial statements and Management’s Discussion and Analysis of Financial Condition and Results of Operations and the financial statements and notes thereto included in Veris Residential, Inc.’s and Veris Residential, L.P.’s Annual Report on Form 10-K for the fiscal year ended December 31, 2021.

The results of operations for the three-month period ended March 31, 2022 are not necessarily indicative of the results to be expected for the entire fiscal year or any other period.

VERIS RESIDENTIAL, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS *(in thousands, except per share amounts) (unaudited)*

| | March 31, 2022 | December 31, 2021 |
|--|---------------------|----------------------|
| ASSETS | | |
| Rental property | | |
| Land and leasehold interests | \$ 494,935 | \$ 494,935 |
| Buildings and improvements | 3,404,452 | 3,375,266 |
| Tenant improvements | 108,173 | 106,654 |
| Furniture, fixtures and equipment | 101,690 | 100,011 |
| | 4,109,250 | 4,076,866 |
| Less – accumulated depreciation and amortization | (606,625) | (583,416) |
| | 3,502,625 | 3,493,450 |
| Real estate held for sale, net | 412,058 | 618,646 |
| Net investment in rental property | 3,914,683 | 4,112,096 |
| Cash and cash equivalents | 26,138 | 31,754 |
| Restricted cash | 21,153 | 19,701 |
| Investments in unconsolidated joint ventures | 135,116 | 137,772 |
| Unbilled rents receivable, net | 53,161 | 72,285 |
| Deferred charges and other assets, net | 107,341 | 151,347 |
| Accounts receivable | 2,233 | 2,363 |
| | 4,259,825 | 4,527,318 |
| Total assets | \$ 4,259,825 | \$ 4,527,318 |
| LIABILITIES AND EQUITY | | |
| Revolving credit facility and term loans | \$ 78,000 | \$ 148,000 |
| Mortgages, loans payable and other obligations, net | 2,108,943 | 2,241,070 |
| Dividends and distributions payable | 132 | 384 |
| Accounts payable, accrued expenses and other liabilities | 89,980 | 134,977 |
| Rents received in advance and security deposits | 24,275 | 26,396 |
| Accrued interest payable | 5,182 | 5,760 |
| Total liabilities | 2,306,512 | 2,556,587 |
| Commitments and contingencies | | |
| Redeemable noncontrolling interests | 512,512 | 521,313 |
| Equity: | | |
| Veris Residential, Inc. stockholders' equity: | | |
| Common stock, \$0.01 par value, 190,000,000 shares authorized, | | |
| 90,955,759 and 90,948,008 shares outstanding | 909 | 909 |
| Additional paid-in capital | 2,531,188 | 2,530,383 |
| Dividends in excess of net earnings | (1,258,411) | (1,249,319) |
| Accumulated other comprehensive income (loss) | 1,995 | 9 |
| Total Veris Residential, Inc. stockholders' equity | 1,275,681 | 1,281,982 |
| Noncontrolling interests in subsidiaries: | | |
| Operating Partnership | 125,700 | 127,053 |
| Consolidated joint ventures | 39,420 | 40,383 |
| Total noncontrolling interests in subsidiaries | 165,120 | 167,436 |
| Total equity | 1,440,801 | 1,449,418 |
| Total liabilities and equity | \$ 4,259,825 | \$ 4,527,318 |

The accompanying notes are an integral part of these consolidated financial statements.

VERIS RESIDENTIAL, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS (in thousands, except per share amounts) (unaudited)

| | Three Months Ended March 31, | |
|--|---------------------------------|-----------|
| | 2022 | 2021 |
| REVENUES | | |
| Revenue from leases | \$ 65,808 | \$ 65,771 |
| Real estate services | 910 | 2,527 |
| Parking income | 4,177 | 3,086 |
| Hotel income | 1,417 | 1,053 |
| Other income | 26,787 | 3,656 |
| Total revenues | 99,099 | 76,093 |
| EXPENSES | | |
| Real estate taxes | 12,694 | 11,831 |
| Utilities | 3,933 | 4,092 |
| Operating services | 18,531 | 15,450 |
| Real estate services expenses | 2,363 | 3,318 |
| General and administrative | 19,475 | 13,989 |
| Depreciation and amortization | 26,514 | 28,173 |
| Land and other impairments, net | 2,932 | 413 |
| Total expenses | 86,442 | 77,266 |
| OTHER (EXPENSE) INCOME | | |
| Interest expense | (15,025) | (17,610) |
| Interest and other investment income (loss) | 158 | 17 |
| Equity in earnings (loss) of unconsolidated joint ventures | (487) | (1,456) |
| Realized gains (losses) and unrealized gains (losses) on disposition of rental property, net | 1,836 | - |
| Gain on disposition of developable land | 2,623 | - |
| Gain (loss) from extinguishment of debt, net | (6,289) | - |
| Total other income (expense) | (17,184) | (19,049) |
| Income (loss) from continuing operations | (4,527) | (20,222) |
| Discontinued operations: | | |
| Income from discontinued operations | - | 10,962 |
| Realized gains (losses) and unrealized gains (losses) on disposition of rental property and impairments, net | - | 22,781 |
| Total discontinued operations, net | - | 33,743 |
| Net income (loss) | (4,527) | 13,521 |
| Noncontrolling interests in consolidated joint ventures | 974 | 1,335 |
| Noncontrolling interests in Operating Partnership of income from continuing operations | 898 | 2,305 |
| Noncontrolling interests in Operating Partnership in discontinued operations | - | (3,067) |
| Redeemable noncontrolling interests | (6,437) | (6,471) |
| Net income (loss) available to common shareholders | \$ (9,092) | \$ 7,623 |
| Basic earnings per common share: | | |
| Income (loss) from continuing operations | \$ (0.13) | \$ (0.28) |
| Discontinued operations | - | 0.34 |
| Net income (loss) available to common shareholders | \$ (0.13) | \$ 0.06 |
| Diluted earnings per common share: | | |
| Income (loss) from continuing operations | \$ (0.13) | \$ (0.28) |
| Discontinued operations | - | 0.34 |
| Net income (loss) available to common shareholders | \$ (0.13) | \$ 0.06 |
| Basic weighted average shares outstanding | 90,951 | 90,692 |
| Diluted weighted average shares outstanding | 99,934 | 99,760 |

The accompanying notes are an integral part of these consolidated financial statements.

VERIS RESIDENTIAL, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS) *(in thousands) (unaudited)*

| | Three Months Ended March 31, | |
|--|---------------------------------|-----------|
| | 2022 | 2021 |
| Net income (loss) | \$ (4,527) | \$ 13,521 |
| Other comprehensive income (loss): | | |
| Net unrealized gain (loss) on derivative instruments for interest rate swaps | 2,182 | - |
| Comprehensive (income) loss | \$ (2,345) | \$ 13,521 |
| Comprehensive (income) loss attributable to noncontrolling interests in consolidated joint ventures | 974 | 1,335 |
| Comprehensive (income) loss attributable to redeemable noncontrolling interests | (6,437) | (6,471) |
| Comprehensive (income) loss attributable to noncontrolling interests in Operating Partnership | 702 | 762 |
| Comprehensive income (loss) attributable to common shareholders | \$ (7,106) | \$ 9,147 |

The accompanying notes are an integral part of these consolidated financial statements.

VERIS RESIDENTIAL, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY *(in thousands) (unaudited)*

| | Common Stock | | Additional Paid-In Capital | Dividends in Excess of Net Earnings | Accumulated Other Comprehensive Income (Loss) | Noncontrolling Interests in Subsidiaries | Total Equity |
|--|--------------|-----------|----------------------------------|---|--|--|--------------|
| | Shares | Par Value | | | | | |
| For the Three Months Ended March 31, 2022 | | | | | | | |
| Balance at January 1, 2022 | 90,948 | \$ 909 | \$ 2,530,383 | \$ (1,249,319) | \$ 9 | \$ 167,436 | \$ 1,449,418 |
| Net income (loss) | - | - | - | (9,092) | - | 4,565 | (4,527) |
| Common stock dividends | - | - | - | - | - | - | - |
| Common unit distributions | - | - | - | - | - | 218 | 218 |
| Redeemable noncontrolling interests | - | - | (2,942) | - | - | (6,728) | (9,670) |
| Change in noncontrolling interests in consolidated joint ventures | - | - | - | - | - | 11 | 11 |
| Redemption of common units | - | - | - | - | - | (1,442) | (1,442) |
| Shares issued under Dividend Reinvestment and Stock Purchase Plan | 1 | - | 11 | - | - | - | 11 |
| Directors' deferred compensation plan | - | - | 110 | - | - | - | 110 |
| Stock compensation | 7 | - | 1,957 | - | - | 2,533 | 4,490 |
| Cancellation of restricted stock | - | - | - | - | - | - | - |
| Other comprehensive income | - | - | - | - | 1,986 | 196 | 2,182 |
| Rebalancing of ownership percentage between parent and subsidiaries | - | - | 1,669 | - | - | (1,669) | - |
| Balance at March 31, 2022 | 90,956 | \$ 909 | \$ 2,531,188 | \$ (1,258,411) | \$ 1,995 | \$ 165,120 | \$ 1,440,801 |

| | Common Stock | | Additional Paid-In Capital | Dividends in Excess of Net Earnings | Accumulated Other Comprehensive Income (Loss) | Noncontrolling Interests in Subsidiaries | Total Equity |
|--|--------------|-----------|----------------------------------|---|--|--|--------------|
| | Shares | Par Value | | | | | |
| For the Three Months Ended March 31, 2021 | | | | | | | |
| Balance at January 1, 2021 | 90,712 | \$ 907 | \$ 2,528,187 | \$ (1,130,277) | \$ - | \$ 193,563 | \$ 1,592,380 |
| Net income (loss) | - | - | - | 7,623 | - | 5,898 | 13,521 |
| Common stock dividends | - | - | - | - | - | - | - |
| Common unit distributions | - | - | - | - | - | 4 | 4 |
| Redeemable noncontrolling interests | - | - | (1,791) | - | - | (6,650) | (8,441) |
| Change in noncontrolling interests in consolidated joint ventures | - | - | - | - | - | 10 | 10 |
| Redemption of common units | - | - | - | - | - | (10,459) | (10,459) |
| Shares issued under Dividend Reinvestment and Stock Purchase Plan | 1 | - | 18 | - | - | - | 18 |
| Directors' deferred compensation plan | - | - | 72 | - | - | - | 72 |
| Stock compensation | 16 | - | 646 | - | - | 1,883 | 2,529 |
| Cancellation of common stock | - | - | (118) | - | - | - | (118) |
| Rebalancing of ownership percentage between parent and subsidiaries | - | - | 1,556 | - | - | (1,556) | - |
| Balance at March 31, 2021 | 90,729 | \$ 907 | \$ 2,528,570 | \$ (1,122,654) | \$ - | \$ 182,693 | \$ 1,589,516 |

The accompanying notes are an integral part of these consolidated financial statements.

VERIS RESIDENTIAL, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS *(in thousands) (unaudited)*

| | | Three Months Ended | |
|--|------|--------------------|------------|
| | 2022 | March 31, | 2021 |
| CASH FLOWS FROM OPERATING ACTIVITIES | | | |
| Net income (loss) | \$ | (4,527) | \$ 13,521 |
| Net income (loss) from discontinued operations | | - | (33,743) |
| Net income (loss) from continuing operations | | (4,527) | (20,222) |
| Adjustments to reconcile net income (loss) to net cash provided by operating activities: | | | |
| Depreciation and amortization, including related intangible assets | | 26,429 | 27,111 |
| Amortization of directors deferred compensation stock units | | 110 | 72 |
| Amortization of stock compensation | | 4,490 | 2,529 |
| Amortization of deferred financing costs | | 1,177 | 907 |
| Amortization of debt discount and mark-to-market | | - | 167 |
| Equity in (earnings) loss of unconsolidated joint ventures | | 487 | 1,456 |
| Distributions of cumulative earnings from unconsolidated joint ventures | | 13 | 114 |
| Realized (gains) losses and unrealized (gains) losses on disposition of rental property, net | | (1,836) | - |
| (Gain) on disposition of developable land | | (2,623) | - |
| Land and other impairments, net | | 2,932 | 413 |
| (Gain) Loss from extinguishment of debt | | 6,289 | - |
| Changes in operating assets and liabilities: | | | |
| Decrease (increase) in unbilled rents receivable, net | | 4,341 | (964) |
| (Increase) decrease in deferred charges and other assets | | (5,776) | 1,719 |
| Decrease in accounts receivable, net | | 118 | 1,859 |
| Increase (decrease) in accounts payable, accrued expenses and other liabilities | | 3,260 | (3,760) |
| (Decrease) increase in rents received in advance and security deposits | | (2,114) | 296 |
| (Decrease) increase in accrued interest payable | | (578) | 5,738 |
| Net cash flows provided by operating activities - continuing operations | | 32,192 | 17,435 |
| Net cash flows (used in) provided by operating activities - discontinued operations | | (691) | 8,719 |
| Net cash provided by operating activities | \$ | 31,501 | \$ 26,154 |
| CASH FLOWS FROM INVESTING ACTIVITIES | | | |
| Rental property acquisitions and related intangibles | \$ | (5,000) | \$ - |
| Rental property additions, improvements and other costs | | (8,163) | (16,978) |
| Development of rental property and other related costs | | (33,582) | (57,313) |
| Proceeds from the sales of rental property | | 236,864 | - |
| Repayment of notes receivable | | 709 | 167 |
| Investment in unconsolidated joint ventures | | - | (509) |
| Distributions in excess of cumulative earnings from unconsolidated joint ventures | | 2,227 | 1,407 |
| Net cash used in investing activities - continuing operations | | 193,055 | (73,226) |
| Net cash provided by investing activities - discontinued operations | | - | 263,196 |
| Net cash provided by investing activities | \$ | 193,055 | \$ 189,970 |
| CASH FLOW FROM FINANCING ACTIVITIES | | | |
| Borrowings from revolving credit facility | \$ | 18,000 | \$ 8,000 |
| Repayment of revolving credit facility | | (88,000) | (33,000) |
| Proceeds from mortgages and loans payable | | 16,479 | 44,150 |
| Repayment of mortgages, loans payable and other obligations | | (150,122) | (134) |
| Redemption of redeemable noncontrolling interests, net | | (12,000) | - |
| Payment of early debt extinguishment costs | | (5,140) | - |
| Common unit redemptions | | (1,442) | - |
| Payment of financing costs | | - | (450) |
| Contribution from noncontrolling interests | | 11 | 10 |
| Distributions to redeemable noncontrolling interests | | (6,471) | (6,471) |
| Payment of common dividends and distributions | | (35) | (13) |
| Net cash (used in) provided by financing activities | \$ | (228,720) | \$ 12,092 |
| Net (decrease) increase in cash and cash equivalents | \$ | (4,164) | \$ 228,216 |
| Cash, cash equivalents and restricted cash, beginning of period (1) | | 51,455 | 52,302 |
| Cash, cash equivalents and restricted cash, end of period (2) | \$ | 47,291 | \$ 280,518 |

(1)Includes Restricted Cash of \$19,701 and \$14,207 as of December 31, 2021 and 2020, respectively.

(2)Includes Restricted Cash of \$21,153 and \$18,836 as of March 31, 2022 and 2021, respectively.

The accompanying notes are an integral part of these consolidated financial statements.

VERIS RESIDENTIAL, L.P. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS (in thousands, except per unit amounts) (unaudited)

| | March 31, 2022 | December 31, 2021 |
|--|---------------------|----------------------|
| ASSETS | | |
| Rental property | | |
| Land and leasehold interests | \$ 494,935 | \$ 494,935 |
| Buildings and improvements | 3,404,452 | 3,375,266 |
| Tenant improvements | 108,173 | 106,654 |
| Furniture, fixtures and equipment | 101,690 | 100,011 |
| | 4,109,250 | 4,076,866 |
| Less – accumulated depreciation and amortization | (606,625) | (583,416) |
| | 3,502,625 | 3,493,450 |
| Real estate held for sale, net | 412,058 | 618,646 |
| Net investment in rental property | 3,914,683 | 4,112,096 |
| Cash and cash equivalents | 26,138 | 31,754 |
| Restricted cash | 21,153 | 19,701 |
| Investments in unconsolidated joint ventures | 135,116 | 137,772 |
| Unbilled rents receivable, net | 53,161 | 72,285 |
| Deferred charges and other assets, net | 107,341 | 151,347 |
| Accounts receivable | 2,233 | 2,363 |
| | 4,259,825 | 4,527,318 |
| Total assets | \$ 4,259,825 | \$ 4,527,318 |
| LIABILITIES AND EQUITY | | |
| Revolving credit facility and term loans | \$ 78,000 | \$ 148,000 |
| Mortgages, loans payable and other obligations, net | 2,108,943 | 2,241,070 |
| Distributions payable | 132 | 384 |
| Accounts payable, accrued expenses and other liabilities | 89,980 | 134,977 |
| Rents received in advance and security deposits | 24,275 | 26,396 |
| Accrued interest payable | 5,182 | 5,760 |
| Total liabilities | 2,306,512 | 2,556,587 |
| Commitments and contingencies | | |
| | 512,512 | 521,313 |
| Redeemable noncontrolling interests | | |
| Partners' Capital: | | |
| General Partner, 90,955,759 and 90,948,008 common units outstanding | 1,201,834 | 1,211,790 |
| Limited partners, 8,962,385 and 9,013,534 common units/LTIPs outstanding | 197,552 | 197,236 |
| Accumulated other comprehensive income (loss) | 1,995 | 9 |
| Total Veris Residential, L.P. partners' capital | 1,401,381 | 1,409,035 |
| Noncontrolling interests in consolidated joint ventures | 39,420 | 40,383 |
| Total equity | 1,440,801 | 1,449,418 |
| Total liabilities and equity | \$ 4,259,825 | \$ 4,527,318 |

The accompanying notes are an integral part of these consolidated financial statements.

VERIS RESIDENTIAL, L.P. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS (in thousands, except per unit amounts) (unaudited)

| | Three Months Ended March 31, | |
|--|---------------------------------|-----------|
| | 2022 | 2021 |
| REVENUES | | |
| Revenue from leases | \$ 65,808 | \$ 65,771 |
| Real estate services | 910 | 2,527 |
| Parking income | 4,177 | 3,086 |
| Hotel income | 1,417 | 1,053 |
| Other income | 26,787 | 3,656 |
| Total revenues | 99,099 | 76,093 |
| EXPENSES | | |
| Real estate taxes | 12,694 | 11,831 |
| Utilities | 3,933 | 4,092 |
| Operating services | 18,531 | 15,450 |
| Real estate services expenses | 2,363 | 3,318 |
| General and administrative | 19,475 | 13,989 |
| Depreciation and amortization | 26,514 | 28,173 |
| Land and other impairments, net | 2,932 | 413 |
| Total expenses | 86,442 | 77,266 |
| OTHER (EXPENSE) INCOME | | |
| Interest expense | (15,025) | (17,610) |
| Interest and other investment income (loss) | 158 | 17 |
| Equity in earnings (loss) of unconsolidated joint ventures | (487) | (1,456) |
| Realized gains (losses) and unrealized gains (losses) on disposition of rental property, net | 1,836 | - |
| Gain on disposition of developable land | 2,623 | - |
| Gain (loss) from extinguishment of debt, net | (6,289) | - |
| Total other income (expense) | (17,184) | (19,049) |
| Income (loss) from continuing operations | (4,527) | (20,222) |
| Discontinued operations: | | |
| Income from discontinued operations | - | 10,962 |
| Realized gains (losses) and unrealized gains (losses) on disposition of rental property and impairments, net | - | 22,781 |
| Total discontinued operations, net | - | 33,743 |
| Net income (loss) | (4,527) | 13,521 |
| Noncontrolling interests in consolidated joint ventures | 974 | 1,335 |
| Redeemable noncontrolling interests | (6,437) | (6,471) |
| Net income (loss) available to common unitholders | \$ (9,990) | \$ 8,385 |
| Basic earnings per common unit: | | |
| Income (loss) from continuing operations | \$ (0.13) | \$ (0.28) |
| Discontinued operations | - | 0.34 |
| Net income (loss) available to common unitholders | \$ (0.13) | \$ 0.06 |
| Diluted earnings per common unit: | | |
| Income (loss) from continuing operations | \$ (0.13) | \$ (0.28) |
| Discontinued operations | - | 0.34 |
| Net income (loss) available to common unitholders | \$ (0.13) | \$ 0.06 |
| Basic weighted average units outstanding | 99,934 | 99,760 |
| Diluted weighted average units outstanding | 99,934 | 99,760 |

The accompanying notes are an integral part of these consolidated financial statements.

VERIS RESIDENTIAL, L.P. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME (LOSS) *(in thousands) (unaudited)*

| | Three Months Ended March 31, | |
|--|---------------------------------|-----------|
| | 2022 | 2021 |
| Net income (loss) | \$ (4,527) | \$ 13,521 |
| Other comprehensive income (loss): | | |
| Net unrealized gain (loss) on derivative instruments for interest rate swaps | 2,182 | - |
| Comprehensive (income) loss | \$ (2,345) | \$ 13,521 |
| Comprehensive (income) loss attributable to noncontrolling interests in consolidated joint ventures | 974 | 1,335 |
| Comprehensive (income) loss attributable to redeemable noncontrolling interests | (6,437) | (6,471) |
| Comprehensive loss attributable to common unitholders | \$ (7,808) | \$ 8,385 |

The accompanying notes are an integral part of these consolidated financial statements.

VERIS RESIDENTIAL, L.P. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY *(in thousands) (unaudited)*

| | General Partner Common Units | Limited Partner Common Units/ Vested LTIP Units | General Partner Common Unitholders | Limited Partner Common Unitholders | Accumulated Other Comprehensive Income (Loss) | Noncontrolling Interest in Consolidated Joint Ventures | Total Equity |
|--|---------------------------------|---|--|--|--|---|--------------|
| For the Three Months Ended March 31, 2022 | | | | | | | |
| Balance at January 1, 2022 | 90,948 | 9,013 | \$ 1,211,790 | \$ 197,236 | \$ 9 | \$ 40,383 | \$ 1,449,418 |
| Net income (loss) | - | - | (9,092) | (898) | - | 5,463 | (4,527) |
| Distributions to unitholders | - | - | - | 218 | - | - | 218 |
| Redeemable noncontrolling interests | - | - | (2,942) | (291) | - | (6,437) | (9,670) |
| Change in noncontrolling interests in consolidated joint ventures | - | - | - | - | - | 11 | 11 |
| Vested LTIP units | - | 35 | - | - | - | - | - |
| Redemption of limited partner common units | - | (86) | - | (1,442) | - | - | (1,442) |
| Shares issued under Dividend Reinvestment and Stock Purchase Plan | 1 | - | 11 | - | - | - | 11 |
| Directors' deferred compensation plan | - | - | 110 | - | - | - | 110 |
| Other comprehensive income (loss) | - | - | - | 196 | 1,986 | - | 2,182 |
| Stock compensation | 7 | - | 1,957 | 2,533 | - | - | 4,490 |
| Balance at March 31, 2022 | 90,956 | 8,962 | \$ 1,201,834 | \$ 197,552 | \$ 1,995 | \$ 39,420 | \$ 1,440,801 |

| | General Partner Common Units | Limited Partner Common Units/ Vested LTIP Units | General Partner Common Unitholders | Limited Partner Common Unitholders | Accumulated Other Comprehensive Income (Loss) | Noncontrolling Interest in Consolidated Joint Ventures | Total Equity |
|--|---------------------------------|---|--|--|--|---|--------------|
| For the Three Months Ended March 31, 2021 | | | | | | | |
| Balance at January 1, 2021 | 90,712 | 9,649 | \$ 1,330,048 | \$ 217,560 | \$ - | \$ 44,772 | \$ 1,592,380 |
| Net income (loss) | - | - | 7,623 | 762 | - | 5,136 | 13,521 |
| Distributions to unitholders | - | - | - | 4 | - | - | 4 |
| Redeemable noncontrolling interests | - | - | (1,791) | (179) | - | (6,471) | (8,441) |
| Change in noncontrolling interests in consolidated joint ventures | - | - | - | - | - | 10 | 10 |
| Vested LTIP units | - | 9 | - | - | - | - | - |
| Redemption of limited partners common units | - | (678) | - | (10,459) | - | - | (10,459) |
| Shares issued under Dividend Reinvestment and Stock Purchase Plan | 1 | - | 18 | - | - | - | 18 |
| Directors' deferred compensation plan | - | - | 72 | - | - | - | 72 |
| Stock compensation | 16 | - | 646 | 1,883 | - | - | 2,529 |
| Cancellation of common stock | - | - | (118) | - | - | - | (118) |
| Cancellation of unvested LTIP units | - | - | - | - | - | - | - |
| Balance at March 31, 2021 | 90,729 | 8,980 | \$ 1,336,498 | \$ 209,571 | \$ - | \$ 43,447 | \$ 1,589,516 |

The accompanying notes are an integral part of these consolidated financial statements.

VERIS RESIDENTIAL, L.P. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS (in thousands) (unaudited)

| | Three Months Ended March 31, | |
|--|---------------------------------|-------------------|
| | 2022 | 2021 |
| CASH FLOWS FROM OPERATING ACTIVITIES | | |
| Net income (loss) | \$ (4,527) | \$ 13,521 |
| Net income (loss) from discontinued operations | - | (33,743) |
| Net income (loss) from continuing operations | (4,527) | (20,222) |
| Adjustments to reconcile net income (loss) to net cash provided by Operating activities: | | |
| Depreciation and amortization, including related intangible assets | 26,429 | 27,111 |
| Amortization of directors deferred compensation stock units | 110 | 72 |
| Amortization of stock compensation | 4,490 | 2,529 |
| Amortization of deferred financing costs | 1,177 | 907 |
| Amortization of debt discount and mark-to-market | - | 167 |
| Equity in (earnings) loss of unconsolidated joint ventures | 487 | 1,456 |
| Distributions of cumulative earnings from unconsolidated joint ventures | 13 | 114 |
| Realized (gains) losses and unrealized (gains) losses on disposition of rental property, net | (1,836) | - |
| (Gain) on disposition of developable land | (2,623) | - |
| Land and other impairments, net | 2,932 | 413 |
| (Gain) Loss from extinguishment of debt | 6,289 | - |
| Changes in operating assets and liabilities: | | |
| Decrease (increase) in unbilled rents receivable, net | 4,341 | (964) |
| (Increase) decrease in deferred charges and other assets | (5,776) | 1,719 |
| Decrease in accounts receivable, net | 118 | 1,859 |
| Increase (decrease) in accounts payable, accrued expenses and other liabilities | 3,260 | (3,760) |
| (Decrease) increase in rents received in advance and security deposits | (2,114) | 296 |
| (Decrease) increase in accrued interest payable | (578) | 5,738 |
| Net cash flows provided by operating activities - continuing operations | 32,192 | 17,435 |
| Net cash flows (used in) provided by operating activities - discontinued operations | (691) | 8,719 |
| Net cash provided by operating activities | \$ 31,501 | \$ 26,154 |
| CASH FLOWS FROM INVESTING ACTIVITIES | | |
| Rental property acquisitions and related intangibles | \$ (5,000) | - |
| Rental property additions, improvements and other costs | (8,163) | (16,978) |
| Development of rental property and other related costs | (33,582) | (57,313) |
| Proceeds from the sales of rental property | 236,864 | - |
| Repayment of notes receivable | 709 | 167 |
| Investment in unconsolidated joint ventures | - | (509) |
| Distributions in excess of cumulative earnings from unconsolidated joint ventures | 2,227 | 1,407 |
| Net cash used in investing activities - continuing operations | 193,055 | (73,226) |
| Net cash provided by investing activities - discontinued operations | - | 263,196 |
| Net cash provided by investing activities | \$ 193,055 | \$ 189,970 |
| CASH FLOW FROM FINANCING ACTIVITIES | | |
| Borrowings from revolving credit facility | \$ 18,000 | \$ 8,000 |
| Repayment of revolving credit facility | (88,000) | (33,000) |
| Proceeds from mortgages and loans payable | 16,479 | 44,150 |
| Repayment of mortgages, loans payable and other obligations | (150,122) | (134) |
| Redemption of redeemable noncontrolling interests, net | (12,000) | - |
| Payment of early debt extinguishment costs | (5,140) | - |
| Common unit redemptions | (1,442) | - |
| Payment of financing costs | - | (450) |
| Contribution from noncontrolling interests | 11 | 10 |
| Distributions to redeemable noncontrolling interests | (6,471) | (6,471) |
| Payment of distributions | (35) | (13) |
| Net cash (used in) provided by financing activities | \$ (228,720) | \$ 12,092 |
| Net (decrease) increase in cash and cash equivalents | \$ (4,164) | \$ 228,216 |
| Cash, cash equivalents and restricted cash, beginning of period (1) | 51,455 | 52,302 |
| Cash, cash equivalents and restricted cash, end of period (2) | \$ 47,291 | \$ 280,518 |

(1)Includes Restricted Cash of \$19,701 and \$14,207 as of December 31, 2021 and 2020, respectively.
(2)Includes Restricted Cash of \$21,153 and \$18,836 as of March 31, 2022 and 2021, respectively.

The accompanying notes are an integral part of these consolidated financial statements.

VERIS RESIDENTIAL, INC., VERIS RESIDENTIAL, L.P. AND SUBSIDIARIES
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS *(unaudited)*

1. ORGANIZATION AND BASIS OF PRESENTATION

ORGANIZATION

Veris Residential, Inc., a Maryland corporation, together with its subsidiaries (collectively, the “General Partner”) is a fully-integrated self-administered, self-managed real estate investment trust (“REIT”). In December 2021, the Company changed its names from Mack-Cali Realty Corporation to Veris Residential, Inc. and Mack-Cali Realty, L.P. to Veris Residential, L.P. reflecting the Company’s continued transition to a multifamily REIT, and on December 10, 2021, the General Partner began trading on the New York Stock Exchange (“NYSE”) under its new ticker symbol, “VRE.” The General Partner controls Veris Residential, L.P., a Delaware limited partnership, together with its subsidiaries (collectively, the “Operating Partnership”), as its sole general partner and owned a 91.0 percent common unit interest in the Operating Partnership as of March 31, 2022 and December 31, 2021, respectively. The General Partner’s business is the ownership of interests in and operation of the Operating Partnership and all of the General Partner’s expenses are incurred for the benefit of the Operating Partnership. The General Partner is reimbursed by the Operating Partnership for all expenses it incurs relating to the ownership and operation of the Operating Partnership.

The Operating Partnership conducts the business of providing management, leasing, acquisition, development and tenant-related services for its General Partner. The Operating Partnership, through its operating divisions and subsidiaries, including the Veris property-owning partnerships and limited liability companies, is the entity through which all of the General Partner’s operations are conducted. Unless stated otherwise or the context requires, the “Company” refers to the General Partner and its subsidiaries, including the Operating Partnership and its subsidiaries.

As of March 31, 2022, the Company owned or had interests in 35 properties (the “Properties”) and developable land. The Properties are comprised of 22 multifamily rental properties as well as non-core assets comprised of six office properties, four parking/retail properties, three hotels. The Properties are comprised of: (a) 26 wholly-owned or Company-controlled properties comprised of 15 multifamily properties and 11 non-core assets, and (b) nine properties owned by unconsolidated joint ventures in which the Company has investment interests, including seven multifamily properties and two non-core assets.

BASIS OF PRESENTATION

The accompanying consolidated financial statements include all accounts of the Company, its majority-owned and/or controlled subsidiaries, which consist principally of the Operating Partnership and variable interest entities for which the Company has determined itself to be the primary beneficiary, if any. See Note 2 to the 2021 10-K: Significant Accounting Policies – Investments in Unconsolidated Joint Ventures, for the Company’s treatment of unconsolidated joint venture interests. Intercompany accounts and transactions have been eliminated.

Accounting Standards Codification (“ASC”) 810, Consolidation, provides guidance on the identification of entities for which control is achieved through means other than voting rights (“variable interest entities” or “VIEs”) and the determination of which business enterprise, if any, should consolidate the VIEs. Generally, the consideration of whether an entity is a VIE applies when either: (1) the equity investors (if any) lack (i) the ability to make decisions about the entity’s activities through voting or similar rights, (ii) the obligation to absorb the expected losses of the entity, or (iii) the right to receive the expected residual returns of the entity; (2) the equity investment at risk is insufficient to finance that entity’s activities without additional subordinated financial support; or (3) the equity investors have voting rights that are not proportionate to their economic interests and substantially all of the activities of the entity involve or are conducted on behalf of an investor with a disproportionately small voting interest. The Company consolidates VIEs in which it is considered to be the primary beneficiary. The primary beneficiary is defined by the entity having both of the following characteristics: (1) the power to direct the activities that, when taken together, most significantly impact the variable interest entity’s performance; and (2) the obligation to absorb losses and right to receive the returns from the VIE that would be significant to the VIE.

On January 1, 2016, the Company adopted accounting guidance under ASC 810, Consolidation, modifying the analysis it must perform to determine whether it should consolidate certain types of legal entities. The guidance does not amend the existing disclosure requirements for variable interest entities or voting interest model entities. The guidance, however, modified the requirements to qualify under the voting interest model. Under the revised guidance, the Operating Partnership will be a variable interest entity of the parent company, Veris Residential, Inc.. As the Operating Partnership is already consolidated in the balance sheets of Veris Residential, Inc., the identification of this entity as a variable interest entity has no impact on the consolidated financial statements of Veris Residential, Inc.. There were no other legal entities qualifying under the scope of the revised guidance that were consolidated as a result of the adoption.

As of March 31, 2022 and December 31, 2021, the Company's investments in consolidated real estate joint ventures, which are variable interest entities in which the Company is deemed to be the primary beneficiary, other than Veris Residential Partners, L.P., formerly known as Roseland Residential, L.P. (See Note 14: Redeemable Noncontrolling Interests – Rockpoint Transaction), have total real estate assets of \$475.4 million and \$477.5 million, respectively, other assets of \$5.5 million and \$5.3 million, respectively, mortgages of \$285.7 million and \$285.7 million, respectively, and other liabilities of \$20.9 million and \$21.2 million, respectively.

The financial statements have been prepared in conformity with GAAP. The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. These estimates and assumptions are based on management's historical experience that are believed to be reasonable at the time. However, because future events and their effects cannot be determined with certainty, the determination of estimates requires the exercise of judgment. Actual results could differ from those estimates. Certain reclassifications have been made to prior period amounts in order to conform with current period presentation, primarily related to classification of certain properties as discontinued operations.

2. SIGNIFICANT ACCOUNTING POLICIES

These financial statements should be read in conjunction with the Company's audited Annual Report on Form 10-K for the year ended December 31, 2021, as certain disclosures in this Quarterly Report on Form 10-Q that would duplicate those included in the 10-K are not included in these financial statements.

Rental Property

Rental properties are stated at cost less accumulated depreciation and amortization. Costs directly related to the acquisition, development and construction of rental properties are capitalized. The Company adopted Financial Accounting Standards Board ("FASB") guidance Accounting Standards Update ("ASU") 2017-01 on January 1, 2017, which revises the definition of a business and is expected to result in more transactions to be accounted for as asset acquisitions and significantly limit transactions that would be accounted for as business combinations. Where an acquisition has been determined to be an asset acquisition, acquisition-related costs are capitalized. Capitalized development and construction costs include pre-construction costs essential to the development of the property, development and construction costs, interest, property taxes, insurance, salaries and other project costs incurred during the period of development. Capitalized development and construction salaries and related costs approximated \$0.4 million and \$0.6 million for the three months ended March 31, 2022 and 2021, respectively. Ordinary repairs and maintenance are expensed as incurred; major replacements and betterments, which improve or extend the life of the asset, are capitalized and depreciated over their estimated useful lives. Fully-depreciated assets are removed from the accounts.

Included in net investment in rental property as of March 31, 2022 and December 31, 2021 is real estate and building and tenant improvements not in service, as follows (*dollars in thousands*):

| | March 31, 2022 | December 31, 2021 |
|--|-------------------|----------------------|
| Land held for development (including pre-development costs, if any) (a)(b) | \$ 315,585 | \$ 341,496 |
| Development and construction in progress, including land (c) | 726,599 | 694,768 |
| Total | \$ 1,042,184 | \$ 1,036,264 |

- (a) Includes predevelopment and infrastructure costs included in buildings and improvements of \$147.9 million and \$150.9 million as of March 31, 2022 and December 31, 2021, respectively.
- (b) Includes land of \$68.8 million as of March 31, 2022 and December 31, 2021.
- (c) Includes \$92.7 million of land and \$3.4 million of building and improvements pertaining to assets held for sale at March 31, 2022.

The Company considers a construction project as substantially completed and held available for occupancy upon the substantial completion of improvements, but no later than one year from cessation of major construction activity (as distinguished from activities such as routine maintenance and cleanup). If portions of a rental project are substantially completed and occupied by tenants or residents, or held available for occupancy, and other portions have not yet reached that stage, the substantially completed portions are accounted for as a separate project. The Company allocates costs incurred between the portions under construction and the portions substantially completed and held available for occupancy, primarily based on a percentage of the relative commercial square footage or multifamily units of each portion, and capitalizes only those costs associated with the portion under construction.

Dividends and Distributions Payable

On September 30, 2020, the Company announced that its Board of Directors was suspending its common dividends and distributions attributable to the third and fourth quarters 2020. As the Company's management estimated that as of September 2020 it had satisfied its dividend obligations as a REIT on taxable income expected for 2020, the Board made the strategic decision to suspend its common dividends and distributions for the remainder of 2020 in an effort to provide greater financial flexibility during the pandemic and to retain incremental capital to support leasing initiatives at its Harborside commercial office properties on the Jersey City waterfront. On March 19, 2021, the Company announced that its Board of Directors would continue to suspend its common dividend for the remainder of 2021 in order to conserve capital and allow for greater financial flexibility during this period of heightened economic uncertainty and based on the Company's projected 2021 taxable income estimates. The Company believes that with its estimated taxable income/loss for 2021, it will meet its dividend obligations as a REIT for the year with no dividends paid. The Company anticipates its regular quarterly common dividend to remain suspended in 2022 while it seeks to conclude its transition into a pureplay multifamily REIT.

The dividends and distributions payable at March 31, 2022 and December 31, 2021 represent amounts payable on unvested LTIP units.

Impact of Recently-Issued Accounting Standards

In March 2020, the FASB issued ASU 2020-04 Reference Rate Reform (Topic 848) Facilitation of the Effects of Reference Rate Reform on Financial Reporting. The amendments provide practical expedients for reference rate reform related activities that impact debt, leases, derivatives and other contracts. The guidance is optional and is effective between March 12, 2020 and December 31, 2022. The guidance may be elected over time as reference rate reform activities occur. The Company is currently in the process of evaluating the impact the adoption of ASU 2020-04 will have on the Company's consolidated financial statements.

3. RECENT TRANSACTIONS**Acquisition**

On March 16, 2022, the Company agreed to acquire a 240-apartment unit multifamily property in Park Ridge, New Jersey, for a purchase price of \$130.0 million. The Company has placed an earnest money deposit of \$5.0 million in escrow and the transaction is expected to close in the second quarter of 2022.

Real Estate Held for Sale/Discontinued Operations/Dispositions

The Company had discontinued operations related to its former suburban New Jersey office portfolio (collectively, the "Suburban Office Portfolio") which represented a strategic shift in the Company's operations in 2019. The Company has sold all but one of those assets. See Note 7: Discontinued Operations.

As of March 31, 2022, the Company identified as held for sale one office property totaling approximately 1.2 million square feet and several developable land parcels, which are located in Jersey City, Morris Township, Wall and Weehawken, New Jersey. The total estimated sales proceeds, net of expected selling costs but before the required paydown of \$250.0 million of mortgage encumbering the office property and related costs, are expected to be approximately \$683.3 million. The Company may need to pay significant prepayment costs of up to \$15.0 million to pay down this mortgage loan which will be expensed when incurred at the time of such paydown. In April 2022, the Company completed the disposition of two of the developable land parcels held for sale at March 31, 2022 for gross sales proceeds of \$100.0 million.

The following table summarizes the real estate held for sale, net, and other assets and liabilities (*dollars in thousands*):

| | Assets Held for Sale | |
|--------------------------------|-------------------------|-----------|
| Land | \$ | 142,212 |
| Building & Other | | 398,288 |
| Less: Accumulated depreciation | | (128,442) |
| Real estate held for sale, net | \$ | 412,058 |

| Other assets and liabilities | Assets Held for Sale |
|---|-------------------------|
| Unbilled rents receivable, net (a) | \$ 15,894 |
| Deferred charges, net (a) | 12,637 |
| Total deferred charges & other assets, net | 15,573 |
| Mortgages & loans payable, net (a) | (249,106) |
| Accounts payable, accrued exp & other liability | 3,833 |
| Unearned rents/deferred rental income (a) | (3,694) |

(a) Expected to be removed with the completion of the sales.

The Company disposed of the following rental property during the three months ended March 31, 2022 (*dollars in thousands*):

| Disposition Date | Property/Address | Location | # of Bldgs. | Rentable Square Feet | Property Type | Net Sales Proceeds | Net Carrying Value | Realized Gains (Losses)/ Unrealized Losses, net |
|------------------|------------------|---------------------|-------------|----------------------|---------------|--------------------|--------------------|---|
| 01/21/22 | 111 River Street | Hoboken, New Jersey | 1 | 566,215 | Office | \$ 208,268 (a) | \$ 206,432 | \$ 1,836 |
| Totals | | | 1 | 566,215 | | \$ 208,268 | \$ 206,432 | \$ 1,836 |

(a) The mortgage loan encumbering the property was repaid at closing, for which the Company incurred costs of \$6.3 million. These costs were expensed as loss from extinguishment of debt during the three months ended March 31, 2022.

The Company disposed of the following developable land holdings during the three months ended March 31, 2022 (*dollars in thousands*):

| Disposition Date | Property Address | Location | Net Sales Proceeds | Net Carrying Value | Realized Gains (Losses)/ Unrealized Losses, net |
|------------------|----------------------------|--------------------------|--------------------|--------------------|---|
| 03/22/22 | Palladium residential land | West Windsor, New Jersey | \$ 23,908 | \$ 24,182 | \$ (274) |
| 03/22/22 | Palladium commercial land | West Windsor, New Jersey | 4,688 | 1,791 | 2,897 |
| Totals | | | \$ 28,596 | 25,973 | 2,623 |

Impairments on Properties and Land Held and Used

The Company determined that, due to the shortening of its expected hold period for several land parcels, it was necessary to reduce the carrying value of these assets to their estimated fair values. Accordingly, the Company recorded an impairment charge \$2.9 million on the land parcels in land and other impairments on the consolidated statement of operations for the three months ended March 31, 2022.

4. INVESTMENTS IN UNCONSOLIDATED JOINT VENTURES

As of March 31, 2022, the Company had an aggregate investment of approximately \$135.1 million in its equity method joint ventures. The Company formed these ventures with unaffiliated third parties, or acquired interests in them, to develop or manage properties, or to acquire land in anticipation of possible development of rental properties. As of March 31, 2022, the unconsolidated joint ventures owned: seven multifamily properties totaling 2,146 apartment units, a retail property aggregating approximately 51,000 square feet, a 351-room hotel and interests and/or rights to developable land parcels able to accommodate up to 771 apartment units. The Company's unconsolidated interests range from 20 percent to 85 percent subject to specified priority allocations in certain of the joint ventures.

The amounts reflected in the following tables (except for the Company's share of equity in earnings) are based on the historical financial information of the individual joint ventures. The Company does not record losses of the joint ventures in excess of its investment balances unless the Company is liable for the obligations of the joint venture or is otherwise committed to provide financial support to the joint venture. The outside basis portion of the Company's investments in joint ventures is amortized over the anticipated useful lives of the underlying ventures' tangible and intangible assets acquired and liabilities assumed. Unless otherwise noted below, the debt of the Company's unconsolidated joint ventures generally is non-recourse to the Company, except for customary exceptions pertaining to such matters as intentional misuse of funds, environmental conditions, and material misrepresentations.

The Company has agreed to guarantee repayment of a portion of the debt of its unconsolidated joint ventures. As of March 31, 2022, the outstanding balance of such debt, subject to guarantees, totaled \$190.5 million of which \$22 million was guaranteed by the Company. The Company performed management, leasing, development and other services for the properties owned by the unconsolidated joint ventures, related parties to the Company, and recognized \$0.9 million and \$0.8 million for such services in the three months ended

March 31, 2022 and 2021, respectively. The Company had \$0.1 million and \$0.2 million in accounts receivable due from its unconsolidated joint ventures as of March 31, 2022 and December 31, 2021, respectively.

The Company does not have any investments in unconsolidated joint ventures as of March 31, 2022 that are considered VIEs. The Company had three investments in unconsolidated joint ventures which were primarily established to develop real estate property for long-term investment and were deemed VIEs primarily based on the fact that the equity investment at risk was not sufficient to permit the entities to finance their activities without additional financial support. The Company determined that these unconsolidated joint ventures are no longer VIEs since these ventures have completed their development projects and are now in operation.

The following is a summary of the Company's unconsolidated joint ventures as of March 31, 2022 and December 31, 2021 (*dollars in thousands*):

| Entity / Property Name | Number of Apartment Units or Rentable SF | | Company's Effective Ownership % (a) | Carrying Value | | Balance | Property Debt As of March 31, 2022 Maturity Date | Interest Rate |
|---|--|-----------------|-------------------------------------|-------------------|-------------------|-------------------|--|---------------|
| | | | | March 31, 2022 | December 31, 2021 | | | |
| Multifamily | | | | | | | | |
| Metropolitan and Lofts at 40 Park (b) (c) | 189 | units | 25.00 % | \$ 2,282 | \$ 2,547 | \$ 60,767 | (d) | (d) |
| RiverTrace at Port Imperial | 316 | units | 22.50 % | 5,894 | 6,077 | 82,000 | 11/10/26 | 3.21 % |
| PI North - Riverwalk C | 360 | units | 40.00 % | 26,596 | 27,401 | 135,000 | 12/22/24 | SOFR+1.2 % |
| Riverpark at Harrison | 141 | units | 45.00 % | - | - | 30,192 | 07/01/35 | 3.19 % |
| Station House | 378 | units | 50.00 % | 32,646 | 33,004 | 92,863 | 07/01/33 | 4.82 % |
| Urby at Harborside (e) | 762 | units | 85.00 % | 65,373 | 66,418 | 190,480 | 08/01/29 | 5.197 % |
| PI North - Land (b) (f) | 771 | potential units | 20.00 % | 1,678 | 1,678 | - | - | - |
| Liberty Landing (g) | 850 | potential units | 50.00 % | 300 | 300 | - | - | - |
| Other | | | | | | | | |
| Hyatt Regency Hotel Jersey City | 351 | rooms | 50.00 % | - | - | 100,000 | 10/01/26 | 3.668 % |
| Other (h) | | | | 347 | 347 | - | - | - |
| Totals: | | | | \$ 135,116 | \$ 137,772 | \$ 691,302 | | |

- (a) Company's effective ownership % represents the Company's entitlement to residual distributions after payments of priority returns, where applicable.
- (b) The Company's ownership interests in this venture are subordinate to its partner's preferred capital balance and the Company is not expected to meaningfully participate in the venture's cash flows in the near term.
- (c) Through the joint venture, the Company also owns a 25 percent interest in a 50,973 square foot retail building ("Shops at 40 Park") and a 50 percent interest in a 59-unit, five story multifamily rental property ("Lofts at 40 Park").
- (d) Property debt balance consists of: (i) an interest only loan, collateralized by the Metropolitan at 40 Park, with a balance of \$36,500, bears interest at LIBOR +2.85 percent, matures in October 2023; (ii) an amortizable loan, collateralized by the Shops at 40 Park, with a balance of \$6,067, bears interest at LIBOR +1.50 percent and matures in October 2022; (iii) an interest only loan, collateralized by the Lofts at 40 Park, with a balance of \$18,200, which bears interest at LIBOR +1.50 percent and matures in January 2023.
- (e) The Company owns an 85 percent interest with shared control over major decisions such as, approval of budgets, property financings and leasing guidelines. The Company has guaranteed \$22 million of the principal outstanding debt.
- (f) The Company owns a 20 percent residual interest in undeveloped land parcels: parcels 6, I, and J that can accommodate the development of 771 apartment units.
- (g) Pursuant to a notice letter to its joint venture partner dated January 6, 2022, the Company intends to not proceed with the acquisition and development of Liberty Landing.
- (h) The Company owns other interests in various unconsolidated joint ventures, including interests in assets previously owned and interest in ventures whose businesses are related to its core operations. These ventures are not expected to significantly impact the Company's operations in the near term.

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The following is a summary of the Company's equity in earnings (loss) of unconsolidated joint ventures for the three months ended March 31, 2022 and 2021 (*dollars in thousands*):

| Entity / Property Name | 2022 | Three Months Ended March 31, | 2021 |
|---|-----------|---------------------------------|-------------------|
| Multifamily | | | |
| Metropolitan and Lofts at 40 Park | \$ | (139) | \$ (231) |
| RiverTrace at Port Imperial | | 67 | (5) |
| PI North - Riverwalk C (a) | | 26 | - |
| Riverpark at Harrison | | - | (50) |
| Station House | | (358) | (364) |
| Urby at Harborside | | (26) | (745) |
| PI North - Land | | (70) | (57) |
| Office | | | |
| Offices at Crystal Lake (b) | | - | (118) |
| Other | | | |
| Other | | 13 | 114 |
| Company's equity in earnings (loss) of unconsolidated joint ventures (c) | \$ | (487) | \$ (1,456) |

(a)The property commenced operations in second quarter 2021.

(b)On September 1, 2021, the Company sold its interest in this unconsolidated joint venture to its venture partner for \$1.9 million.

(c)Amounts are net of amortization of basis differences of \$154 and \$143 for the three months ended March 31, 2022 and 2021, respectively.

5. DEFERRED CHARGES AND OTHER ASSETS, NET

| <i>(dollars in thousands)</i> | March 31, 2022 | December 31, 2021 |
|--|-------------------|----------------------|
| Deferred leasing costs | \$ 85,436 | \$ 88,265 |
| Deferred financing costs - revolving credit facility (a) | 6,684 | 6,684 |
| | 92,120 | 94,949 |
| Accumulated amortization | (38,369) | (40,956) |
| Deferred charges, net | 53,751 | 53,993 |
| Notes receivable (b) | 3,380 | 4,015 |
| In-place lease values, related intangibles and other assets, net (c) | 10,865 | 42,183 |
| Right of use assets (c) | 2,896 | 22,298 |
| Prepaid expenses and other assets, net | 36,449 | 28,858 |
| Total deferred charges and other assets, net | \$ 107,341 | \$ 151,347 |

(a) Deferred financing costs related to all other debt liabilities (other than for the revolving credit facility) are netted against those debt liabilities for all periods presented. See Note 2: Significant Accounting Policies – Deferred Financing Costs.

(b) Includes as of March 31, 2022 and December 31, 2021, respectively, an interest-free note receivable with a net present value of \$0.5 million and \$0.7 million which matures in April 2023. The Company believes this balance is fully collectible. Also includes \$2.6 million, net of a loan loss allowance of \$0.2 million, as of March 31, 2022 and \$3.1 million, net of a loan loss allowance of \$0.2 million, as of December 31, 2021, of seller-financing provided by the Company to the buyers of the Metropark portfolio. The receivable is secured against available cash of one of the Metropark properties disposed of and earned an annual return of four percent for 90 days after the disposition, with the interest rate increased to 15 percent through November 18, 2021 and to 10 percent thereafter, pursuant to an amended operating agreement.

(c) This amount has a corresponding liability of \$3.2 million and \$23.7 million as of March 31, 2022 and December 31, 2021, respectively, which is included in Accounts payable, accrued expense and other liabilities. See Note 12: Commitments and Contingencies – Ground Lease agreements for further details.

DERIVATIVE FINANCIAL INSTRUMENTS

Cash Flow Hedges of Interest Rate Risk

The Company's objectives in using interest rate derivatives are to add stability to interest expense and to manage its exposure to interest rate movements. To accomplish this objective, the Company primarily uses interest rate swaps and caps as part of its interest rate risk management strategy. Interest rate swaps designated as cash flow hedges involve the receipt of variable amounts from a counterparty in exchange for the Company making fixed-rate payments over the life of the agreements without exchange of the underlying notional amount. Interest rate caps designated as cash flow hedges involve the receipt of variable amounts from a counterparty if interest rates rise above the strike rate on the contract in exchange for an up-front premium.

The changes in the fair value of derivatives designated and that qualify as cash flow hedges are recorded in accumulated other comprehensive income and subsequently reclassified into earnings in the period that the hedged forecasted transaction affects earnings. Amounts reported in accumulated other comprehensive income related to derivatives will be reclassified to interest expense as interest payments are made on the Company's variable-rate debt. During the next 12 months, the Company estimates \$0.6 million will be reclassified as a decrease to interest expense.

As of March 31, 2022, the Company had one interest rate cap outstanding with a notional amount of \$75 million designated as a cash flow hedge of interest rate risk.

The table below presents the fair value of the Company's derivative financial instruments as well as their classification on the consolidated balance sheets as of March 31, 2022 and December 31, 2021 (*dollars in thousands*):

| Asset Derivatives designated as hedging instruments | Fair Value | | Balance sheet location |
|---|----------------|-------------------|-----------------------------------|
| | March 31, 2022 | December 31, 2021 | |
| Interest rate caps | \$ 3,032 | \$ 850 | Deferred charges and other assets |

The table below presents the effect of the Company's derivative financial instruments on the Consolidated Statements of Operations for the three months ending March 31, 2022 and 2021 (*dollars in thousands*):

| Derivatives in Cash Flow Hedging Relationships Three months ended March 31, | Amount of Gain or (Loss) Recognized in OCI on Derivative | | Location of Gain or (Loss) Reclassified from Accumulated OCI into Income | Amount of Gain or (Loss) Reclassified from Accumulated OCI into Income | | Total Amount of Interest Expense presented in the consolidated statements of operations | |
|--|---|------|---|---|------|--|-----------|
| | 2022 | 2021 | | 2022 | 2021 | 2022 | 2021 |
| Interest Rate Caps | \$ 2,182 | \$ - | Interest expense | \$ 1 | \$ - | \$ 15,025 | \$ 17,610 |

Credit-risk-related Contingent Features

As of March 31, 2022, the Company did not have any interest rate derivatives in a net liability position. If the Company had breached any of these provisions at March 31, 2022, it could have been required to settle its obligations under the agreements at their termination value which includes accrued interest but excludes any adjustment for nonperformance risk.

6. RESTRICTED CASH

Restricted cash generally includes tenant and resident security deposits for certain of the Company's properties, and escrow and reserve funds for debt service, real estate taxes, property insurance, capital improvements, tenant improvements and leasing costs established pursuant to certain mortgage financing arrangements, and is comprised of the following (*dollars in thousands*):

| | March 31, 2022 | December 31, 2021 |
|--------------------------------|-------------------|----------------------|
| Security deposits | \$ 6,960 | \$ 6,884 |
| Escrow and other reserve funds | 14,193 | 12,817 |
| Total restricted cash | \$ 21,153 | \$ 19,701 |

7. DISCONTINUED OPERATIONS

On December 19, 2019, the Company announced that its Board had determined to sell the Company's entire Suburban Office Portfolio totaling approximately 6.6 million square feet, excluding the Company's office properties in Jersey City and Hoboken, New Jersey. As the decision to sell the Suburban Office Portfolio represented a strategic shift in the Company's operations, these properties' results (other than a single property not qualified to be classified as held for sale) were being classified as discontinued operations for all periods through December 31, 2021.

In late 2019 through December 31, 2021, the Company completed the sale of all but one of its 37 properties in the Suburban Office Portfolio, totaling 6.3 million square feet, for net sales proceeds of \$1.0 billion.

The following table summarizes income from discontinued operations and the related realized gains (losses) and unrealized losses on disposition of rental property and impairments, net, for the three months ended March 31, 2021 (*dollars in thousands*):

| | Three Months Ended March 31, 2021 |
|--|---|
| Total revenues | \$ 21,637 |
| Operating and other expenses | (8,723) |
| Depreciation and amortization | (659) |
| Interest expense | (1,293) |
| Income from discontinued operations | 10,962 |
| Unrealized gains (losses) on disposition of rental property (a) | 1,020 |
| Realized gains (losses) on disposition of rental property | 21,761 |
| Realized gains (losses) and unrealized gains (losses) on disposition of rental property and impairments, net | 22,781 |
| Total discontinued operations, net | \$ 33,743 |

(a)Represents valuation allowances and impairment charges on properties classified as discontinued operations in 2021.

8. REVOLVING CREDIT FACILITY AND TERM LOANS

On May 6, 2021, the Company entered into a revolving credit and term loan agreement (“2021 Credit Agreement”) with a group of seven lenders that provides for a \$250 million senior secured revolving credit facility (the “2021 Credit Facility”) and a \$150 million senior secured term loan facility (the “2021 Term Loan”), and delivered written notice to the administrative agent to terminate the 2017 credit agreement, which termination became effective on May 13, 2021.

The terms of the 2021 Credit Facility included: (1) a three year term ending in May 2024; (2) revolving credit loans may be made to the Company in an aggregate principal amount of up to \$250 million (subject to increase as discussed below), with a sublimit under the 2021 Credit Facility for the issuance of letters of credit in an amount not to exceed \$50 million; and (3) a first priority lien in unencumbered properties of the Company with an appraised value greater than or equal to \$800 million which must include the Company’s Harborside 2/3 and Harborside 5 properties; and (4) a facility fee payable quarterly equal to 35 basis points if usage of the 2021 Credit Facility is less than or equal to 50%, and 25 basis points if usage of the 2021 Credit Facility is greater than 50%.

The terms of the 2021 Term Loan included: (1) an eighteen month term ending in November 2022; (2) a single draw of the term loan commitments up to an aggregate principal amount of \$150 million; and (3) a first priority lien in unencumbered properties of the Company with an appraised value greater than or equal to \$800 million which must include the Company’s Harborside 2/3 and Harborside 5 properties.

Interest on borrowings under the 2021 Credit Facility and 2021 Term Loan shall be based on applicable base rate (the “Base Rate”) plus a margin ranging from 125 basis points to 275 basis points depending on the Base Rate elected, currently 0.12%. The Base Rate shall be either (A) the highest of (i) the Wall Street Journal prime rate, (ii) the greater of the then effective (x) Federal Funds Effective Rate, or (y) Overnight Bank Funding Rate plus 50 basis points, and (iii) a LIBO Rate, as adjusted for statutory reserve requirements for eurocurrency liabilities (the “Adjusted LIBO Rate”) and calculated for a one-month interest period, plus 100 basis points (such highest amount being the “ABR Rate”), or (B) the Adjusted LIBO Rate for the applicable interest period; provided, however, that the ABR Rate shall not be less than 1% and the Adjusted LIBO Rate shall not be less than zero.

The 2021 Credit Agreement, which applies to both the 2021 Credit Facility and 2021 Term Loan, includes certain restrictions and covenants which limit, among other things the incurrence of additional indebtedness, the incurrence of liens and the disposition of real estate properties, and which require compliance with financial ratios relating to the minimum collateral pool value (\$800 million), maximum collateral pool leverage ratio (40 percent), minimum number of collateral pool properties (two), the maximum total leverage ratio (65 percent), the minimum debt service coverage ratio (1.10 times until May 6, 2022, 1.20 times from May 7, 2022 through May 6, 2023, and 1.40 times thereafter), and the minimum tangible net worth ratio (80% of tangible net worth as of December 31, 2020 plus 80% of net cash proceeds of equity issuances by the General Partner or the Operating Partnership).

The 2021 Credit Agreement contains “change of control” provisions that permit the lenders to declare a default and require the immediate repayment of all outstanding borrowings under the 2021 Credit Facility. These change of control provisions, which have been an event

of default under the agreements governing the Company's revolving credit facilities since June 2000, are triggered if, among other things, a majority of the seats on the Board of Directors (other than vacant seats) become occupied by directors who were neither nominated by the Board of Directors, nor appointed by the Board of Directors. Furthermore, construction loans secured by two multifamily residential property development projects contain cross-acceleration provisions that would constitute an event of default requiring immediate repayment of the construction loans if the change of control provisions under the 2021 Credit Facility are triggered and the lenders declare a default and exercise their rights under the 2021 Credit Facility and accelerate repayment of the outstanding borrowings thereunder. If these change of control provisions were triggered, the Company could seek a forbearance, waiver or amendment of the change of control provisions from the lenders, however there can be no assurance that the Company would be able to obtain such forbearance, waiver or amendment on acceptable terms or at all. If an event of default has occurred and is continuing, the entire outstanding balance under the 2021 Credit Agreement may (or, in the case of any bankruptcy event of default, shall) become immediately due and payable, and the Company will not make any excess distributions except to enable the General Partner to continue to qualify as a REIT under the IRS Code.

On May 6, 2021, the Company drew the full \$150 million available under the 2021 Term Loan and borrowed \$145 million from the 2021 Credit Facility to retire the Company's Senior Unsecured Notes. In June 2021, the Company paid down a total of \$123 million of borrowings under the 2021 Term Loan, using sales proceeds from several of the Company's suburban office property dispositions. On July 27, 2021, the Company repaid the outstanding balance of the 2021 Term Loan of \$27 million using proceeds from the disposition of a suburban office properties previously held for sale.

The Company was in compliance with its debt covenants under its revolving credit facility as of March 31, 2022.

As of March 31, 2022 and December 31, 2021, the Company had borrowings of \$78 million and \$148 million under its revolving credit facility, respectively.

9. MORTGAGES, LOANS PAYABLE AND OTHER OBLIGATIONS

The Company has mortgages, loans payable and other obligations which primarily consist of various loans collateralized by certain of the Company's rental properties, land and development projects. As of March 31, 2022, 21 of the Company's properties, with a total carrying value of approximately \$3.2 billion, and one of the Company's land and development projects, with a total carrying value of approximately \$476.4 million, are encumbered by the Company's mortgages and loans payable. Payments on mortgages, loans payable and other obligations are generally due in monthly installments of principal and interest, or interest only. The Company was in compliance with its debt covenants under its mortgages and loans payable as of March 31, 2022, except as otherwise disclosed.

A summary of the Company's mortgages, loans payable and other obligations as of March 31, 2022 and December 31, 2021 is as follows (*dollars in thousands*):

| Property/Project Name | Lender | Effective Rate (a) | March 31, 2022 | December 31, 2021 | Maturity |
|---|--|--------------------|----------------|-------------------|----------|
| 111 River St. (b) | Athene Annuity and Life Company | 3.90% | \$ - | \$ 150,000 | - |
| Riverhouse 9 at Port Imperial (c) | Bank of New York Mellon | LIBOR+ 2.13% | 90,024 | 87,175 | 12/19/22 |
| Port Imperial 4/5 Hotel (d) | Fifth Third Bank | LIBOR+ 3.40% | 89,000 | 89,000 | 04/01/23 |
| Portside at Pier One | CBRE Capital Markets/FreddieMac | 3.57% | 58,998 | 58,998 | 08/01/23 |
| Signature Place | Nationwide Life Insurance Company | 3.74% | 43,000 | 43,000 | 08/01/24 |
| Liberty Towers | American General Life Insurance Company | 3.37% | 265,000 | 265,000 | 10/01/24 |
| Haus 25 (e) | QuadReal Finance | LIBOR+ 2.70% | 269,083 | 255,453 | 12/01/24 |
| Portside 5/6 (f) | New York Life Insurance Company | 4.56% | 97,000 | 97,000 | 03/10/26 |
| BLVD 425 | New York Life Insurance Company | 4.17% | 131,000 | 131,000 | 08/10/26 |
| BLVD 401 | New York Life Insurance Company | 4.29% | 117,000 | 117,000 | 08/10/26 |
| 101 Hudson | Wells Fargo CMBS | 3.20% | 250,000 | 250,000 | 10/11/26 |
| The Upton (g) | Bank of New York Mellon | LIBOR+ 1.58% | 75,000 | 75,000 | 10/27/26 |
| 145 Front at City Square | MUFG Union Bank | LIBOR+ 1.84% | 63,000 | 63,000 | 12/10/26 |
| Quarry Place at Tuckahoe | Natixis Real Estate Capital LLC | 4.48% | 41,000 | 41,000 | 08/05/27 |
| BLVD 475 N/S | The Northwestern Mutual Life Insurance Co. | 2.91% | 165,000 | 165,000 | 11/10/27 |
| Riverhouse 11 at Port Imperial | The Northwestern Mutual Life Insurance Co. | 4.52% | 100,000 | 100,000 | 01/10/29 |
| Soho Lofts (h) | New York Community Bank | 3.77% | 160,000 | 160,000 | 07/01/29 |
| Port Imperial South 4/5 Garage (i) | American General Life & A/G PC | 4.85% | 32,542 | 32,664 | 12/01/29 |
| Emery at Overlook Ridge | New York Community Bank | 3.21% | 72,000 | 72,000 | 01/01/31 |
| Principal balance outstanding | | | 2,118,647 | 2,252,290 | |
| Unamortized deferred financing costs | | | (9,704) | (11,220) | |
| Total mortgages, loans payable and other obligations, net | | | \$ 2,108,943 | \$ 2,241,070 | |

- (a) Reflects effective rate of debt, including deferred financing costs, comprised of the cost of terminated treasury lock agreements (if any), debt initiation costs, mark-to-market adjustment of acquired debt and other transaction costs, as applicable.
- (b) In January 2022, the Company repaid this mortgage loan upon disposition of the property which was collateral against the mortgage loan. This mortgage loan does not permit early pre-payment. As a result of the disposal of the property, the Company incurred costs of approximately \$6.3 million at closing, which was expensed as loss from extinguishment of debt in the first quarter of 2022. See Note 3-Recent Transactions.
- (c) This construction loan has a maximum borrowing capacity of \$92 million and provides, subject to certain conditions, and a one year extension option with a fee of 15 basis points, of which the Company has guaranteed 10 percent of the outstanding principal, subject to certain conditions. The Company has agreed to terms on a new mortgage loan, which is expected to close in the second quarter of 2022, that will repay the existing constructing loan.
- (d) In May 2021, the Company executed an agreement extending its maturity date to April 2023, with a six month extension option. The Company repaid \$5 million of the outstanding principal and has guaranteed \$14.5 million of the outstanding principal, subject to certain conditions. The loan requires a one month trailing debt service coverage charge test ("DSCR Test"), which the Company was not in compliance with for the quarter ended December 31, 2021. Therefore, the Company is required to deposit three months of interest amounting to \$0.7 million into an escrow account and sweep all excess property level cash flows into such escrow account until two consecutive periods have passed where the Company is in compliance with the DSCR Test. The Company does not believe this will have a material impact on its results of operations or financial condition.
- (e) This construction loan has a LIBOR floor of 2.0 percent, has a maximum borrowing capacity of \$300 million and provides, subject to certain conditions, a one year extension option with a fee of 25 basis points.
- (f) The Company has guaranteed 10 percent of the outstanding principal, subject to certain conditions.
- (g) On October 27, 2021, the Company obtained a \$75 million mortgage loan maturing in October 2026 and repaid the existing construction loan. The Company entered into an interest-rate cap agreement for the mortgage loan.
- (h) Effective rate reflects the first five years of interest payments at a fixed rate. Interest payments after that period ends are based on LIBOR plus 2.75% annually.
- (i) The loan was modified to defer interest and principal payments for a six month period ending December 31, 2020. As of March 31, 2022, deferred interest of \$0.8 million has been added to the principal balance.

CASH PAID FOR INTEREST AND INTEREST CAPITALIZED

Cash paid for interest for the three months ended March 31, 2022 and 2021 was \$17.8 million and \$18.1 million (of which zero and \$1.3 million pertained to properties classified as discontinued operations), respectively. Interest capitalized by the Company for the three months ended March 31, 2022 and 2021 was \$6.4 million and \$8.6 million, respectively (which amounts included zero and \$0.3 million for the three months ended March 31, 2022 and 2021, respectively, of interest capitalized on the Company's investments in unconsolidated joint ventures which were substantially in development).

SUMMARY OF INDEBTEDNESS

(dollars in thousands)

| | March 31, 2022 | | December 31, 2021 | |
|--|---------------------------|---|------------------------------|---|
| | Balance | Weighted Average Interest Rate (a) | Balance | Weighted Average Interest Rate (a) |
| Fixed Rate Debt | \$ 1,526,685 | 3.70 % | \$ 1,675,353 | 3.71 % |
| Revolving Credit Facility & Other Variable Rate Debt | 660,258 | 3.51 % | 713,717 | 3.32 % |
| Totals/Weighted Average: | \$ 2,186,943 | 3.64 % | \$ 2,389,070 | 3.60 % |

10. EMPLOYEE BENEFIT 401(k) PLANS

Employees of the General Partner, who meet certain minimum age and service requirements, are eligible to participate in the Veris Residential, Inc. 401(k) Savings/Retirement Plan (the "401(k) Plan"). Eligible employees may elect to defer from one percent up to 60 percent of their annual compensation on a pre-tax basis to the 401(k) Plan, subject to certain limitations imposed by federal law. The amounts contributed by employees are immediately vested and non-forfeitable. The Company may make discretionary matching or profit sharing contributions to the 401(k) Plan on behalf of eligible participants in any plan year. Participants are always 100 percent vested in their pre-tax contributions and will begin vesting in any matching or profit sharing contributions made on their behalf after two years of service with the Company at a rate of 20 percent per year, becoming 100 percent vested after a total of six years of service with the Company. All contributions are allocated as a percentage of compensation of the eligible participants for the Plan year. The assets of the 401(k) Plan are held in trust and a separate account is established for each participant. A participant may receive a distribution of his or her vested account balance in the 401(k) Plan in a single sum or in installment payments upon his or her termination of service with the Company. Total expense recognized by the Company for the 401(k) Plan for the three months ended March 31, 2022 and 2021 was \$182 thousand and \$180 thousand, respectively.

11. DISCLOSURE OF FAIR VALUE OF ASSETS AND LIABILITIES

The following disclosure of estimated fair value was determined by management using available market information and appropriate valuation methodologies. However, considerable judgment is necessary to interpret market data and develop estimated fair value. Accordingly, the estimates presented herein are not necessarily indicative of the amounts the Company could realize on disposition of the assets and liabilities at March 31, 2022 and December 31, 2021. The use of different market assumptions and/or estimation methodologies may have a material effect on the estimated fair value amounts.

Cash equivalents, receivables, notes receivables, accounts payable, and accrued expenses and other liabilities are carried at amounts which reasonably approximate their fair values as of March 31, 2022 and December 31, 2021.

The fair value of the Company's long-term debt, consisting of revolving credit facility and term loan and mortgages, loans payable and other obligations aggregated approximately \$2.1 billion and \$2.4 billion as compared to the book value of approximately \$2.2 billion and \$2.4 billion as of March 31, 2022 and December 31, 2021, respectively. The fair value of the Company's long-term debt was valued using level 3 inputs (as provided by ASC 820, Fair Value Measurements and Disclosures). The fair value was estimated using a discounted cash flow analysis valuation based on the borrowing rates currently available to the Company for loans with similar terms and maturities. The fair value of the mortgage debt and the unsecured notes was determined by discounting the future contractual interest and principal payments by a market rate. Although the Company has determined that the majority of the inputs used to value its derivative financial instruments fall within level 2 of the fair value hierarchy, the credit valuation adjustments associated with its derivative financial instruments utilize level 3 inputs, such as estimates of current credit spreads to evaluate the likelihood of default by itself and its counterparties. The Company has assessed the significance of the impact of the credit valuation adjustments on the overall valuation of its derivative positions and has determined that the credit valuation adjustments are not significant to the overall valuation of its derivative financial instruments. As a result, the Company has determined that its derivative financial instruments valuations in their entirety are classified in level 2 of the fair value hierarchy.

The notes receivable by the Company are presented at the lower of cost basis or net amount expected to be collected in accordance with ASC 326. For its seller-financing note receivable provided to the buyers of the Metropark portfolio, the Company calculated the net present value of contractual cash flows of the total receivable. The Company accordingly recorded a loan loss allowance charge of \$172 thousand at March 31, 2022, which was deducted from the amortized cost basis of the note receivable. Such charge was recorded in Interest and other investment income (loss) for the three months ended March 31, 2022. See Note 5: Deferred charges and other assets, net.

The fair value measurements used in the evaluation of the Company's rental properties for impairment analysis are considered to be Level 3 valuations within the fair value hierarchy, as there are significant unobservable assumptions. Assumptions that were utilized in

the fair value calculations include, but are not limited to, discount rates, market capitalization rates, expected lease rental rates, room rental and food and beverage revenue rates, third-party broker information and information from potential buyers, as applicable.

Valuations of real estate identified as held for sale are based on estimated sale prices, net of estimated selling costs, of such property. In the absence of an executed sales agreement with a set sales price, management's estimate of the net sales price may be based on a number of unobservable assumptions, including, but not limited to, the Company's estimates of future cash flows, market capitalization rates and discount rates, if applicable. For developable land, an estimated per-unit market value assumption is also considered based on development rights or plans for the land.

As of March 31, 2022, assumptions that were utilized in the fair value calculation included:

| Description | Primary Valuation Techniques | Unobservable Assumptions | Location Type | Range of Rates |
|---|--|----------------------------------|---------------|---------------------|
| Land holdings held for sale and held and used on which the Company recognized impairment losses | Developable area and units and market rate per square foot or sale prices per purchase and sale agreements | Market rate per residential unit | Waterfront | \$76,000 - \$78,000 |

The Company determined that, due to the shortening of its expected hold period for several land parcels, it was necessary to reduce the carrying value of these assets to their estimated fair values. Accordingly, the Company recorded an impairment charge of \$2.9 million on the land parcels in land and other impairments on the consolidated statement of operations for the three months ended March 31, 2022.

Disclosure about fair value of assets and liabilities is based on pertinent information available to management as of March 31, 2022 and December 31, 2021. Although management is not aware of any factors that would significantly affect the fair value amounts, such amounts have not been comprehensively revalued for purposes of these financial statements since March 31, 2022 and current estimates of fair value may differ significantly from the amounts presented herein.

The ongoing impact of COVID-19 worldwide has impacted global economic activity and continues to cause volatility in financial markets. The extent to which COVID-19 impacts the Company's fair value estimates in the future will depend on developments going forward, many of which are highly uncertain and cannot be predicted. In consideration of the magnitude of such uncertainties under the current climate, management has considered all available information at its properties and in the marketplace to provide its estimates as of March 31, 2022.

12. COMMITMENTS AND CONTINGENCIES

TAX ABATEMENT AGREEMENTS

Pursuant to agreements with certain municipalities, the Company is required to make payments in lieu of property taxes ("PILOT") on certain of its properties and has tax abatement agreements on other properties, as follows:

| Property Name | Location | Asset Type | PILOT Expiration Dates | Pilot Payments Three Months Ended March 31, | |
|--------------------------------------|-----------------|-------------|------------------------|---|----------|
| | | | | 2022 | 2021 |
| | | | | <i>(Dollars in Thousands)</i> | |
| BLVD 475 (Monaco) (a) | Jersey City, NJ | Multifamily | 2/2021 | \$ - | \$ 474 |
| 111 River Street (b) | Hoboken, NJ | Office | 4/2022 | 85 | 370 |
| Harborside Plaza 4A (c) | Jersey City, NJ | Office | 2/2022 | 218 | 264 |
| Harborside Plaza 5 (d) | Jersey City, NJ | Office | 6/2022 | 1,109 | 1,080 |
| BLVD 401 (Marbella 2) (e) | Jersey City, NJ | Multifamily | 4/2026 | 359 | 260 |
| RiverHouse 11 at Port Imperial (f) | Weehawken, NJ | Multifamily | 7/2033 | 350 | 326 |
| Port Imperial 4/5 Hotel (g) | Weehawken, NJ | Hotel | 12/2033 | 733 | 737 |
| RiverHouse 9 at Port Imperial (h) | Weehawken, NJ | Multifamily | 6/2046 | 322 | - |
| Haus 25 (i) | Jersey City, NJ | Mixed-Use | 3/2047 | - | - |
| Park Apartments at Port Imperial (j) | Weehawken, NJ | Multifamily | (j) | - | - |
| Total Pilot taxes | | | | \$ 3,176 | \$ 3,511 |

(a)The annual PILOT is equal to ten percent of Gross Revenues, as defined.

(b)The property was disposed of in the first quarter of 2022.

(c)The annual PILOT is equal to two percent of Total Project Costs, as defined. The total Project Costs are \$49.5 million.

(d)The annual PILOT is equal to two percent of Total Project Costs, as defined. The total Project Costs are \$170.9 million.

(e)The annual PILOT is equal to ten percent of Gross Revenues for years 1-4, 12 percent for years 5-8 and 14 percent for years 9-10, as defined.

- (f) The annual PILOT is equal to 12 percent of Gross Revenues for years 1-5, 13 percent for years 6-10 and 14 percent for years 11-15, as defined.
 (g) The annual PILOT is equal to two percent of Total Project Costs, as defined.
 (h) The annual PILOT is equal to 11 percent of Gross Revenues for years 1-10, 12.5 percent for years 11-18 and 14 percent for years 19-25, as defined.
 (i) For a term of 25 years following substantial completion, which occurred on April 1, 2022. The annual PILOT is equal to seven percent of Gross Revenues, as defined.
 (j) For a term of 25 years following substantial completion. The annual PILOT is equal to 11 percent of Gross Revenues for years 1-10, 12.5 percent for years 11-18 and 14 percent for years 19-25, as defined.
 The land parcel was subsequently sold in the second quarter of 2022.

At the conclusion of the above-referenced agreements, it is expected that the properties will be assessed by the municipality and be subject to real estate taxes at the then prevailing rates.

LITIGATION

The Company is a defendant in litigation arising in the normal course of its business activities. Management does not believe that the ultimate resolution of these matters will have a materially adverse effect upon the Company's financial condition taken as whole.

GROUND LEASE AGREEMENTS

Future minimum rental payments under the terms of all non-cancelable ground leases under which the Company is the lessee, as of March 31, 2022 and December 31, 2021, are as follows (*dollars in thousands*):

| Year | | As of March 31, 2022 Amount (a) |
|-----------------------------------|-----------|------------------------------------|
| April 1 through December 31, 2022 | \$ | 144 |
| 2023 | | 192 |
| 2024 | | 192 |
| 2025 | | 199 |
| 2026 | | 199 |
| 2027 through 2101 | | 31,864 |
| Total lease payments | | 32,790 |
| Less: imputed interest | | (29,600) |
| Total | \$ | 3,190 |

| Year | | As of December 31, 2021 Amount |
|-----------------------------|-----------|-----------------------------------|
| 2022 | \$ | 1,695 |
| 2023 | | 1,702 |
| 2024 | | 1,721 |
| 2025 | | 1,728 |
| 2026 | | 1,728 |
| 2027 through 2101 | | 151,253 |
| Total lease payments | | 159,827 |
| Less: imputed interest | | (136,141) |
| Total | \$ | 23,686 |

Ground lease expense incurred by the Company amounted to \$348 thousand and \$568 thousand for the three months ended March 31, 2022 and 2021, respectively.

In conjunction with the adoption of ASU 2016-02 (Topic 842), starting on January 1, 2019, the Company capitalized operating leases, which had a balance of \$2.9 million at March 31, 2022 for two ground leases. Such amount represents the net present value ("NPV") of future payments detailed above. The incremental borrowing rate used to arrive at the NPV was 7.618 percent for the remaining ground lease terms of 82.58 years each. These rates were arrived at by adjusting the fixed rates of the Company's mortgage debt with debt having terms approximating the remaining lease term of the Company's ground leases and calculating notional rates for fully-collateralized loans.

CONSTRUCTION PROJECTS

The Company is developing a 750-unit multifamily project at 25 Christopher Columbus, also known as Haus 25, in Jersey City, New Jersey, which began construction in the first quarter of 2019. The construction project, which is estimated to cost \$469.5 million, of which \$438.6 million has been incurred through March 31, 2022, was partially ready for occupancy in April 2022. The Company has funded \$169.5 million of the construction costs, and the remaining construction costs are expected to be funded from a \$300 million construction loan (of which \$269.1 million was drawn as of March 31, 2022).

MANAGEMENT CHANGES

In the first quarter of 2022, the Company announced a number of management changes. Effective, January 12, 2022, the Company terminated the employment of its Chief Accounting Officer, Mr. Giovanni M. DeBari, and appointed Ms. Amanda Lombard in his place. In addition, the Company also disclosed that its Chief Financial Officer, David Smetana, would leave the Company at the end of 2022, and that Ms. Lombard would assume the role of CFO at his departure. Mr. Smetana subsequently decided to leave the Company effective March 31, 2022. Ms. Lombard will serve as both principal financial officer and principal accounting officer.

In addition, on March 31, 2022, the Company terminated the employment of its Executive Vice President and Chief Investment Officer Ricardo Cardoso effective April 1, 2022 and the employment of its Executive Vice President, General Counsel and Secretary Gary T. Wagner effective April 15, 2022. It has appointed Jeff Turkanis and Taryn Fielder to succeed each officer, respectively.

During the three months ended March 31, 2022, the Company's total costs incurred relating to the management changes discussed above, including the severance and related costs for the departure of the Company's former executive officers, as well as other terminated employees, amounted to \$7.6 million, which was included in general and administrative expense.

OTHER

Certain Company properties acquired by contribution from unrelated common unitholders of the Operating Partnership, were subject to restrictions on disposition, except in a manner which did not result in recognition of built-in-gain allocable to such unitholders or which reimbursed the unitholders for the tax consequences thereof (collectively, the "Property Lock-Ups"). While these Property Lock-Ups, have expired, the Company is generally required to use commercially reasonable efforts to prevent any disposition of the subject properties from resulting in the recognition of built-in gain to these unitholders, which include members of the Mack Group (which includes William L. Mack, a former director and David S. Mack, a former director. As of March 31, 2022, taking into account tax-free exchanges on the originally contributed properties, either wholly or partially, over time, five of the Company's properties, as well as certain land and development projects, including properties classified as held for sale as of March 31, 2022, with an aggregate carrying value of approximately \$1.0 billion, are subject to these conditions.

As of March 31, 2022, the Company has outstanding stay-on award agreements with 34 employees, which provides them with the potential to receive compensation, in cash or Company stock at the employees' option, contingent upon remaining with the Company in good standing until the occurrence of certain corporate transactions, which have not been identified. The total potential cost of such awards is currently estimated to be up to approximately \$1.8 million, including the potential future issuance of up to 82,629 shares of the Company's common stock. Such cash or stock awards would only be earned and payable if such transaction was identified and communicated to the employee within seven years of the agreement dates, all of which were signed in late 2020 and early 2021, and all other conditions were satisfied.

13. TENANT LEASES

The Company's consolidated office properties are leased to tenants under operating leases with various expiration dates through 2038. Substantially all of the commercial leases provide for annual base rents plus recoveries and escalation charges based upon the tenant's proportionate share of and/or increases in real estate taxes and certain operating costs, as defined, and the pass-through of charges for electrical usage.

Future minimum rentals to be received under non-cancelable commercial operating leases (excluding properties classified as discontinued operations) at March 31, 2022 and December 31, 2021 are as follows (*dollars in thousands*):

| Year | As of March 31, 2022 | |
|-----------------------------------|----------------------|----------------|
| | | Amount |
| April 1 through December 31, 2022 | \$ | 69,547 |
| 2023 | | 91,051 |
| 2024 | | 81,283 |
| 2025 | | 76,830 |
| 2026 | | 74,519 |
| 2027 and thereafter | | 381,341 |
| Total | \$ | 774,571 |

| Year | As of December 31, 2021 | |
|---------------------|-------------------------|----------------|
| | | Amount |
| 2022 | \$ | 115,256 |
| 2023 | | 114,355 |
| 2024 | | 98,374 |
| 2025 | | 94,042 |
| 2026 | | 91,297 |
| 2027 and thereafter | | 416,712 |
| Total | \$ | 930,036 |

Multifamily rental property residential leases are excluded from the above table as they generally expire within one year.

14. REDEEMABLE NONCONTROLLING INTERESTS

The Company evaluates the terms of the partnership units issued in accordance with the FASB's Distinguishing Liabilities from Equity guidance. Units which embody an unconditional obligation requiring the Company to redeem the units for cash after a specified or determinable date (or dates) or upon the occurrence of an event that is not solely within the control of the issuer are determined to be contingently redeemable under this guidance and are included as Redeemable noncontrolling interests and classified within the mezzanine section between Total liabilities and Stockholders' equity on the Company's Consolidated Balance Sheets. Convertible units for which the Company has the option to settle redemption amounts in cash or Common Stock are included in the caption Noncontrolling interests in subsidiaries within the equity section on the Company's Consolidated Balance Sheet.

Rockpoint Transaction

On February 27, 2017, the Company, Veris Residential Trust ("VRT"), formerly known as Roseland Residential Trust, the Company's subsidiary through which the Company conducts its multifamily residential real estate operations, Veris Residential Partners, L.P. ("VRLP"), formerly known as Roseland Residential, L.P., the operating partnership through which VRT conducts all of its operations, and certain other affiliates of the Company entered into a preferred equity investment agreement (the "Original Investment Agreement") with certain affiliates of Rockpoint Group, L.L.C. (Rockpoint Group, L.L.C. and its affiliates, collectively, "Rockpoint"). The Original Investment Agreement provided for VRT to contribute property to VRLP in exchange for common units of limited partnership interests in VRLP (the "Common Units") and for multiple equity investments by Rockpoint in VRLP from time to time for up to an aggregate of \$300 million of preferred units of limited partnership interests in VRLP (the "Preferred Units"). The initial closing under the Original Investment Agreement occurred on March 10, 2017 for \$150 million of Preferred Units and the parties agreed that the Company's contributed equity value ("VRT Contributed Equity Value"), was \$1.23 billion at closing. During the year ended December 31, 2018, a total additional amount of \$105 million of Preferred Units were issued and sold to Rockpoint pursuant to the Original Investment Agreement. During the three months ended March 31, 2019, a total additional amount of \$45 million of Preferred Units were issued and sold to Rockpoint pursuant to the Original Investment Agreement, which brought the Preferred Units to the full balance of \$300 million. In addition, certain contributions of property to VRLP by VRT subsequent to the execution of the Original Investment Agreement resulted in VRT being issued approximately \$46 million of Preferred Units and Common Units in VRLP prior to June 26, 2019.

On June 26, 2019, the Company, VRT, VRLP, certain other affiliates of the Company and Rockpoint entered into an additional preferred equity investment agreement (the "Add On Investment Agreement"). The closing under the Add On Investment Agreement occurred on June 28, 2019. Pursuant to the Add On Investment Agreement, Rockpoint invested an additional \$100 million in Preferred Units

and the Company and VRT agreed to contribute to VRLP two additional properties located in Jersey City, New Jersey. The Company used the \$100 million in proceeds received to repay outstanding borrowings under its revolving credit facility and other debt by June 30, 2019. In addition, Rockpoint has a right of first refusal to invest another \$100 million in Preferred Units in the event VRT determines that VRLP requires additional capital prior to March 1, 2023 and, subject thereto, VRLP may issue up to approximately \$154 million in Preferred Units to VRT or an affiliate so long as at the time of such funding VRT determines in good faith that VRLP has a valid business purpose to use such proceeds. Included in general and administrative expenses for the year ended December 31, 2019 were \$371 thousand in fees associated with the modifications of the Original Investment Agreement, which were made upon signing of the Add On Investment Agreement.

Under the terms of the new transaction with Rockpoint, the cash flow from operations of VRLP will be distributable to Rockpoint and VRT as follows:

- ① first, to provide a 6% annual return to Rockpoint and VRT on their capital invested in Preferred Units (the “Preferred Base Return”);
- ② second, 95.36% to VRT and 4.64% to Rockpoint until VRT has received a 6% annual return (the “VRT Base Return”) on the equity value of the properties contributed by it to VRLP in exchange for Common Units (previously 95% and 5%, respectively, under the Original Investment Agreement), subject to adjustment in the event VRT contributes additional property to VRLP in the future; and
- ③ third, pro rata to Rockpoint and VRT based on total respective capital invested in and contributed equity value of Preferred Units and Common Units (based on Rockpoint’s \$400 million of invested capital at March 31, 2022, this pro rata distribution would be approximately 21.89% to Rockpoint in respect of Preferred Units, 2.65% to VRT in respect of Preferred Units and 75.46% to VRT in respect of Common Units).

VRLP’s cash flow from capital events will generally be distributable by VRLP to Rockpoint and VRT as follows:

- ① first, to Rockpoint and VRT to the extent there is any unpaid, accrued Preferred Base Return;
- ② second, as a return of capital to Rockpoint and to VRT in respect of Preferred Units;
- ③ third, 95.36% to VRT and 4.64% to Rockpoint until VRT has received the VRT Base Return in respect of Common Units (previously 95% and 5%, respectively, under the Original Investment Agreement), subject to adjustment in the event VRT contributes additional property to VRLP in the future;
- ④ fourth, 95.36% to VRT and 4.64% to Rockpoint until VRT has received a return of capital based on the equity value of the properties contributed by it to VRLP in exchange for Common Units (previously 95% and 5%, respectively, under the Original Investment Agreement), subject to adjustment in the event VRT contributes additional property to the capital of VRLP in the future;
- ⑤ fifth, pro rata to Rockpoint and VRT based on respective total capital invested in and contributed equity value of Preferred and Common Units until Rockpoint has received an 11% internal rate of return (based on Rockpoint’s \$400 million of invested capital at March 31, 2022, this pro rata distribution would be approximately 21.89% to Rockpoint in respect of Preferred Units, 2.65% to VRT in respect of Preferred Units and 75.46% to VRT in respect of Common Units); and
- ⑥ sixth, to Rockpoint and VRT in respect of their Preferred Units based on 50% of their pro rata shares described in “fifth” above and the balance to VRT in respect of its Common Units (based on Rockpoint’s \$400 million of invested capital at March 31, 2022, this pro rata distribution would be approximately 10.947% to Rockpoint in respect of Preferred Units, 1.325% to VRT in respect of Preferred Units and 87.728% to VRT in respect of Common Units).

In general, VRLP may not sell its properties in taxable transactions, although it may engage in tax-deferred like-kind exchanges of properties or it may proceed in another manner designed to avoid the recognition of gain for tax purposes.

In connection with the Add On Investment Agreement, on June 26, 2019, VRT increased the size of its board of trustees from six to seven persons, with five trustees being designated by the Company and two trustees being designated by Rockpoint.

In addition, as was the case under the Original Investment Agreement, VRT and VRLP are required to obtain Rockpoint’s consent with respect to:

- ① debt financings in excess of a 65% loan-to-value ratio;
- ② corporate level financings that are pari-passu or senior to the Preferred Units;
- ③ new investment opportunities to the extent the opportunity requires an equity capitalization in excess of 10% of VRLP’s NAV;
- ④ new investment opportunities located in a Metropolitan Statistical Area where VRLP owns no property as of the previous quarter;
- ⑤ declaration of bankruptcy of VRT;
- ⑥ transactions between VRT and the Company, subject to certain limited exceptions;

- ① any equity granted or equity incentive plan adopted by VRLP or any of its subsidiaries; and
- ② certain matters relating to the Credit Enhancement Note (as defined below) between the Company and VRLP (other than ordinary course borrowings or repayments thereunder).

Under a Discretionary Demand Promissory Note (the “Credit Enhancement Note”), the Company may provide periodic cash advances to VRLP. The Credit Enhancement Note provides for an interest rate equal to the London Inter-Bank Offered Rate plus fifty (50) basis points above the applicable interest rate under the Company’s revolving credit facility. The maximum aggregate principal amount of advances at any one time outstanding under the Credit Enhancement Note is limited to \$50 million, an increase of \$25 million from the prior transaction.

VRT and VRLP also have agreed, as was the case under the Original Investment Agreement, to register the Preferred Units under certain circumstances in the future in the event VRT or VRLP becomes a publicly traded company.

During the period commencing on June 28, 2019 and ending on March 1, 2023 (the “Lockout Period”), Rockpoint’s interest in the Preferred Units cannot be redeemed or repurchased, except in connection with (a) a sale of all or substantially all of VRLP or a sale of a majority of the then-outstanding interests in VRLP, in each case, which sale is not approved by Rockpoint, or (b) a spin-out or initial public offering of common stock of VRT, or distributions of VRT equity interests by the Company or its affiliates to shareholders or their respective parent interestholders (an acquisition pursuant clauses (a) or (b) above, an “Early Purchase”). VRT has the right to acquire Rockpoint’s interest in the Preferred Units in connection with an Early Purchase for a purchase price generally equal to (i) the amount that Rockpoint would receive upon the sale of the assets of VRLP for fair market value and a distribution of the net sale proceeds in accordance with (A) the capital event distribution priorities discussed above (in the case of certain Rockpoint Preferred Holders) and (B) the distribution priorities applicable in the case of a liquidation of VRLP (in the case of the other Rockpoint Preferred Holder), plus (ii) a make whole premium (such purchase price, the “Purchase Payment”). The make whole premium is an amount equal to (i) \$173.5 million until December 28, 2020, or \$198.5 million thereafter, less distributions theretofore made to Rockpoint with respect to its Preferred Base Return or any deficiency therein, plus (ii) \$1.5 million less certain other distributions theretofore made to Rockpoint.

The fair market value of VRLP’s assets is determined by a third party appraisal of the net asset value (“NAV”) of VRLP and the fair market value of VRLP’s assets, to be completed within ninety (90) calendar days of March 1, 2023 and annually thereafter.

After the Lockout Period, either VRT may acquire from Rockpoint, or Rockpoint may sell to VRT, all, but not less than all, of Rockpoint’s interest in the Preferred Units (each, a “Put/Call Event”) for a purchase price equal to the Purchase Payment (determined without regard to the make whole premium and any related tax allocations). An acquisition of Rockpoint’s interest in the Preferred Units pursuant to a Put/Call Event is generally required to be structured as a purchase of the common equity in the applicable Rockpoint entities holding direct or indirect interests in the Preferred Units. Subject to certain exceptions, Rockpoint also has a right of first offer and a participation right with respect to other common equity interests of VRLP or any subsidiary of VRLP that may be offered for sale by VRLP or its subsidiaries from time to time. Upon a Put/Call Event, other than in the event of a sale of VRLP, Rockpoint may elect to convert all, but not less than all, of its Preferred Units to Common Units in VRLP.

As such, the Preferred Units contain a substantive redemption feature that is outside of the Company’s control and accordingly, pursuant to ASC 480-1—S99-3A, the Preferred Units are classified in mezzanine equity measured based on the estimated future redemption value as of March 31, 2022. The Company determines the redemption value of these interests by hypothetically liquidating the estimated NAV of the VRT real estate portfolio including debt principal through the applicable waterfall provisions of the new transaction with Rockpoint. The estimation of NAV includes unobservable inputs that consider assumptions of market participants in pricing the underlying assets of VRLP. For properties under development, the Company applies a discount rate to the estimated future cash flows allocable to the Company during the period under construction and then applies a direct capitalization method to the estimated stabilized cash flows. For operating properties, the direct capitalization method is used by applying a capitalization rate to the projected net operating income. For developable land holdings, an estimated per-unit market value assumption is considered based on development rights or plans for the land. Estimated future cash flows used in such analyses are based on the Company’s business plan for each respective property including capital expenditures, management’s views of market and economic conditions, and considers items such as current and future rental rates, occupancies and market transactions for comparable properties. The estimated future redemption value of the Preferred Units is approximately \$482.0 million as of March 31, 2022.

Preferred Units

On February 3, 2017, the Operating Partnership issued 42,800 shares of a new class of 3.5 percent Series A Preferred Limited Partnership Units of the Operating Partnership (the “Series A Units”). The Series A Units were issued to the Company’s partners in the Plaza VIII & IX Associates L.L.C. joint venture that owns a development site adjacent to the Company’s Harborside property in Jersey City, New Jersey as non-cash consideration for their approximate 37.5 percent interest in the joint venture.

Each Series A Unit has a stated value of \$1,000, pays dividends quarterly at an annual rate of 3.5 percent (subject to increase under certain circumstances), is convertible into 28.15 common units of limited partnership interests of the Operating Partnership beginning generally five years from the date of issuance, or an aggregate of up to 1,204,820 common units. The conversion rate was based on a value of \$35.52 per common unit. The Series A Units have a liquidation and dividend preference senior to the common units and include customary anti-dilution protections for stock splits and similar events. The Series A Units are redeemable for cash at their stated value beginning five years from the date of issuance at the option of the holder. In March 2022, 12,000 Series A Units were redeemed for cash at the stated value.

On February 28, 2017, the Operating Partnership authorized the issuance of 9,213 shares of a new class of 3.5 percent Series A-1 Preferred Limited Partnership Units of the Operating Partnership (the “Series A-1 Units”). 9,122 Series A-1 Units were issued on February 28, 2017 and an additional 91 Series A-1 Units were issued in April 2017 pursuant to acquiring additional interests in a joint venture that owns Monaco Towers in Jersey City, New Jersey. The Series A-1 Units were issued as non-cash consideration for the partner’s approximate 13.8 percent ownership interest in the joint venture.

Each Series A-1 Unit has a stated value of \$1,000 (the “Stated Value”), pays dividends quarterly at an annual rate equal to the greater of (x) 3.5 percent, or (y) the then-effective annual dividend yield on the General Partner’s common stock, and is convertible into 27.936 common units of limited partnership interests of the Operating Partnership beginning generally five years from the date of issuance, or an aggregate of up to 257,375 Common Units. The conversion rate was based on a value of \$35.80 per common unit. The Series A-1 Units have a liquidation and dividend preference senior to the Common Units and include customary anti-dilution protections for stock splits and similar events. The Series A-1 Units are redeemable for cash at their stated value beginning five years from the date of issuance at the option of the holder. The Series A-1 Units are pari passu with the 42,800 3.5% Series A Units issued on February 3, 2017.

The following tables set forth the changes in Redeemable noncontrolling interests for the three months ended March 31, 2022 and 2021, respectively (*dollars in thousands*):

| | Series A and A-1 Preferred Units In VRLP | Rockpoint Interests in VRT | Total Redeemable Noncontrolling Interests |
|---|---|----------------------------------|--|
| Balance at January 1, 2022 | \$ 52,324 | \$ 468,989 | \$ 521,313 |
| Redemption/Payout | (12,000) | - | (12,000) |
| Redeemable Noncontrolling Interests Issued | - | - | - |
| Net | 40,324 | 468,989 | 509,313 |
| Income Attributed to Noncontrolling Interests | 421 | 6,016 | 6,437 |
| Distributions | (421) | (6,016) | (6,437) |
| Redemption Value Adjustment | (22) | 3,221 | 3,199 |
| Balance at March 31, 2022 | \$ 40,302 | \$ 472,210 | \$ 512,512 |

| | Series A and A-1 Preferred Units In VRLP | Rockpoint Interests in VRT | Total Redeemable Noncontrolling Interests |
|---|---|----------------------------------|--|
| Balance at January 1, 2021 | \$ 52,324 | \$ 460,973 | \$ 513,297 |
| Redeemable Noncontrolling Interests Issued | - | - | - |
| Net | 52,324 | 460,973 | 513,297 |
| Income Attributed to Noncontrolling Interests | 455 | 6,016 | 6,471 |
| Distributions | (455) | (6,016) | (6,471) |
| Redemption Value Adjustment | - | 1,970 | 1,970 |
| Balance at March 31, 2021 | \$ 52,324 | \$ 462,943 | \$ 515,267 |

15. VERIS RESIDENTIAL, INC. STOCKHOLDERS’ EQUITY AND VERIS RESIDENTIAL, L.P.’S PARTNERS’ CAPITAL

To maintain its qualification as a REIT, not more than 50 percent in value of the outstanding shares of the General Partner may be owned, directly or indirectly, by five or fewer individuals at any time during the last half of any taxable year of the General Partner, other than its initial taxable year (defined to include certain entities), applying certain constructive ownership rules. To help ensure that

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the General Partner will not fail this test, the General Partner's Charter provides, among other things, certain restrictions on the transfer of common stock to prevent further concentration of stock ownership. Moreover, to evidence compliance with these requirements, the General Partner must maintain records that disclose the actual ownership of its outstanding common stock and demands written statements each year from the holders of record of designated percentages of its common stock requesting the disclosure of the beneficial owners of such common stock.

Partners' Capital in the accompanying consolidated financial statements relates to (a) General Partners' capital consisting of common units in the Operating Partnership held by the General Partner, and (b) Limited Partners' capital consisting of common units and LTIP units held by the limited partners. See Note 16: Noncontrolling Interests in Subsidiaries.

The following table reflects the activity of the General Partner capital for the three months ended March 31, 2022 and 2021, respectively (*dollars in thousands*):

| | Three Months Ended March 31, | |
|--|---------------------------------|--------------|
| | 2022 | 2021 |
| Opening Balance | | |
| Net income (loss) available to common shareholders | \$ 1,281,982 | \$ 1,398,817 |
| Common stock distributions | (9,092) | 7,623 |
| Redeemable noncontrolling interests | - | - |
| Shares issued under Dividend Reinvestment and Stock Purchase Plan | (2,942) | (1,791) |
| Directors' deferred compensation plan | 11 | 18 |
| Stock Compensation | 110 | 72 |
| Cancellation of common stock | 1,957 | 646 |
| Other comprehensive income (loss) | - | (118) |
| Rebalancing of ownership percent between parent and subsidiaries | 1,986 | - |
| Balance at March 31 | \$ 1,275,681 | \$ 1,406,823 |

Any transactions resulting in the issuance of additional common and preferred stock of the General Partner result in a corresponding issuance by the Operating Partnership of an equivalent amount of common and preferred units to the General Partner.

ATM PROGRAM

On December 13, 2021, the Company entered into a distribution agreement (the "Distribution Agreement") with J.P. Morgan Securities LLC, BofA Securities, Inc., BNY Mellon Capital Markets, LLC, Capital One Securities, Inc., Comerica Securities, Inc., Goldman Sachs & Co. LLC, R. Seelaus & Co., LLC and Samuel A. Ramirez & Company, Inc., as sales agents. Pursuant to the Distribution Agreement, the Company may issue and sell, from time to time, shares of common stock, par value \$0.01 per share, having a combined aggregate offering price of up to \$200 million. The Company will pay a commission that will not exceed, but may be lower than, 2% of the gross proceeds of all shares sold through the ATM Program. As of March 31, 2022, the Company had not sold any shares pursuant to the ATM Program.

DIVIDEND REINVESTMENT AND STOCK PURCHASE PLAN

The General Partner has a Dividend Reinvestment and Stock Purchase Plan (the "DRIP") which commenced in March 1999 under which approximately 5.5 million shares of the General Partner's common stock have been reserved for future issuance. The DRIP provides for automatic reinvestment of all or a portion of a participant's dividends from the General Partner's shares of common stock. The DRIP also permits participants to make optional cash investments up to \$5,000 a month without restriction and, if the Company waives this limit, for additional amounts subject to certain restrictions and other conditions set forth in the DRIP prospectus filed as part of the Company's effective registration statement on Form S-3 filed with the SEC for the approximately 5.5 million shares of the General Partner's common stock reserved for issuance under the DRIP.

INCENTIVE STOCK PLAN

In May 2013, the General Partner established the 2013 Incentive Stock Plan (the "2013 Plan") under which a total of 4,600,000 shares has been reserved for issuance. In June 2021, stockholders of the Company approved amendments to the 2013 Plan to increase the total shares reserved for issuance under the plan from 4,600,000 to 6,565,000 shares.

Stock Options

In addition to stock options issued in June 2021 under the 2013 Plan, in March 2021, the General Partner granted 950,000 stock options with an exercise price equal to the closing price of the Company's common stock on the grant date of \$15.79 per share to the Chief Executive Officer as an employment "inducement award" that is intended to comply with New York Stock Exchange Rule 303A.08. The stock options will vest in one-third increments on each of the first three anniversaries of the date of grant, subject to earlier vesting on certain termination events.

There were no stock options that were exercised under any stock option plans for the three months ended March 31, 2022 and 2021, respectively. The Company has a policy of issuing new shares to satisfy stock option exercises.

As of March 31, 2022 and December 31, 2021, the stock options outstanding had a weighted average remaining contractual life of approximately 5.2 and 5.5 years, respectively.

The Company recognized stock options expense of \$253 thousand and \$114 thousand for the three months ended March 31, 2022 and 2021, respectively.

Appreciation-Only LTIP Units

In March 2019, the Company granted 625,000 Appreciation-Only LTIP Units ("AO LTIP Units") which are a class of partnership interests in the Operating Partnership that are intended to qualify as "profits interests" for federal income tax purposes. The value of vested AO LTIP Units is realized through conversion of the AO LTIP Units into common units of limited partnership interests of the Operating Partnership (the "Common Units"). The AO LTIP Units allow the former executive to earn zero to 100% of the AO LTIP Units granted on a graduated basis of 250,000, 250,000 and 125,000 AO LTIP Units if the fair market value of the Company's common stock exceeds the threshold levels of \$25.00, \$28.00 and \$31.00 for 30 consecutive days prior to March 13, 2023.

Upon conversion of AO LTIP Units to Common Units, a special cash distribution will be granted equal to 10% (or such other percentage specified in the applicable award agreement) of the distributions received by a holder of an equivalent number of Common Units during the period from the grant date of the AO LTIP Units through the date of conversion in respect of each such AO LTIP Unit, on a per unit basis.

As of March 31, 2022, the Company had \$0.6 million of total unrecognized compensation cost related to unvested AO LTIP Units granted under the Company's stock compensation plans. That cost is expected to be recognized over a remaining weighted average period of 0.9 years. The Company recognized AO LTIP unit expense of \$155 thousand for each of the three months ended March 31, 2022 and 2021.

Time-based Restricted Stock Awards and Restricted Stock Units

The Company has issued restricted stock units and common stock ("Restricted Stock Awards") to officers, certain other employees and non-employee members of the Board of Directors of the General Partner, which allow the holders to each receive a certain amount of shares of the General Partner's common stock generally over a one-year to three-year vesting period. On June 9, 2021, the Company issued Restricted Stock Awards to non-employee members of the Board of Directors of the General Partner which vest within one year, of which 39,529 unvested Restricted Stock Awards were outstanding at March 31, 2022. During the year ended December 31, 2021 and the three months ended March 31, 2022, respectively, the Company granted restricted stock units to certain non executive employees of the Company which will vest after three years, of which 407,943 were still outstanding as of March 31, 2022. Restricted Stock Awards allow holders to receive shares of the Company's common stock upon vesting. Vesting of the Restricted Stock Awards issued is based on time and service. All currently outstanding and unvested Restricted Stock Awards provided to the officers, certain other employees, and members of the Board of Directors of the General Partner were issued under the 2013 Plan.

As of March 31, 2022, the Company had \$0.1 million of total unrecognized compensation cost related to unvested Restricted Stock Awards granted under the Company's stock compensation plans. That cost is expected to be recognized over a weighted average period of 0.2 years.

Long-Term Incentive Plan Awards

The Company has granted long-term incentive plans awards ("LTIP Awards") to senior management of the Company, including the General Partner's executive officers. LTIP Awards generally are granted in the form of LTIP Units, except for awards granted in 2021 and 2022 which were in the form of restricted stock units (each, an "RSU" and collectively, the "RSU LTIP Awards") and constitute awards under the 2013 Plan. LTIP Awards are typically issued from the Company's Outperformance Plan adopted by the General Partner's Board of Directors.

For LTIP Awards granted in 2019, approximately 25 percent to 100 percent of the grant date fair value of the LTIP Awards were in the form of time-based awards that vest after three years and the remaining portion of the grant date fair value of the 2019 LTIP Awards and all of the 2020 LTIP Awards consist of multi-year, market-based awards. Participants of performance-based awards will only earn the full awards if, over the three year performance period, the Company achieves a 36 percent absolute total stockholder return (“TSR”) and if the Company’s TSR is in the 75th percentile of performance as compared to the office REITs in the NAREIT index for awards granted in 2019 and as compared to the REITs in the NAREIT index for awards granted in 2020. The performance period for the 2019 performance-based awards ended in 2022 and the awards were forfeited as they did not vest.

In January 2021, the Company granted LTIP Units (the “J Series 2021 LTIP Awards”) under the 2013 Plan. The J Series 2021 LTIP Awards are subject to the achievement of certain sales performance milestones with respect to commercial asset dispositions by the Company over a performance period from August 1, 2020 through December 31, 2022. These sales milestones will be based on the aggregate gross sales prices of the assets, provided that the asset will only be included in the milestone if it is sold for not less than 85 percent of its estimated net asset value, as defined in the agreement. These awards were granted to one executive who was terminated in the first quarter of 2022, and as a result of the termination, the Company has determined that these awards were fully earned based on the achievement of the maximum sales milestones and vested as of the termination date which is April 1, 2022.

In April 2021, the Company granted LTIP Awards in the form of RSUs. Each RSU entitles the holder to one share of the General Partner’s common stock upon settlement. Approximately 292,000 of the RSUs are subject to time-based vesting conditions and will vest in three equal, annual installments over a three year period ending in April 2024, of which 55,825 of the RSUs vested in April 2022. Approximately 453,000 of the RSUs are subject to market-based vesting conditions. Recipients will only earn the full amount of the market-based RSUs if, over the three year performance period, the General Partner achieves a 36 percent absolute TSR and if the General Partner’s TSR is in the 75th percentile of performance as compared to a group of 24 peer REITs.

Up to an additional approximately 292,000 RSUs were granted subject to the achievement of adjusted funds from operations of \$0.60 per share in the fiscal year ending December 31, 2023. The 2021 RSU LTIP Awards are designed to align the interests of senior management to relative and absolute performance of the Company over a three year performance period.

In March 2022, the Company also granted LTIP Awards in the form of restricted stock units (each, an “RSU”). Each RSU entitles the holder to one share of the General Partner’s common stock upon settlement. Approximately 179,000 of the RSUs are subject to time-based vesting conditions and will vest in three equal, annual installments over a three year period ending in March 2025. Approximately 194,000 of the RSUs are subject to market-based vesting conditions. Recipients will only earn the target amount of the market-based RSUs if, over the three year performance period, the General Partner achieves a twenty-four percent absolute TSR and if the General Partner’s TSR is in the 55th percentile of performance as compared to a group of 23 peer REITs. Recipients can earn up to 160 percent of the target amount of market-based RSUs if, over the three year performance period, the General Partner achieves a 33 percent absolute TSR and if the General Partner’s TSR is at least equal to the 75th percentile of performance as compared to the same group.

Up to an additional approximately 179,000 RSUs were granted subject to the achievement of adjusted funds from operations ranging from \$0.40 to \$0.60 per share in the fiscal year ending December 31, 2024. The 2022 RSU LTIP Awards are designed to align the interests of senior management to relative and absolute performance of the Company over a three year performance period.

LTIP Awards are subject to forfeiture depending on the extent that awards vest. The number of market-based and performance-based LTIP Units that actually vest for each award recipient will be determined at the end of the related measurement period.

Prior to vesting, recipients of LTIP Units will generally be entitled to receive per unit distributions equal to one-tenth of the regular quarterly distributions payable on a common share but will not be entitled to receive any special distributions. Distributions with respect to the other nine-tenths of regular quarterly distributions payable on a common unit will accrue but shall only become payable upon vesting of the LTIP Unit.

As of March 31, 2022, the Company had \$1.8 million of total unrecognized compensation cost related to unvested LTIP awards granted under the Company’s stock compensation plans. That cost is expected to be recognized over a weighted average period of 1.9 years.

Deferred Stock Compensation Plan For Directors

The Amended and Restated Deferred Compensation Plan for Directors, which commenced January 1, 1999, allows non-employee directors of the Company to elect to defer up to 100 percent of their annual retainer fee into deferred stock units. The deferred stock units are convertible into an equal number of shares of common stock upon the directors’ termination of service from the Board of Directors or a change in control of the Company, as defined in the plan. Deferred stock units are credited to each director quarterly using the closing price of the Company’s common stock on the applicable dividend record date for the respective quarter. Each participating director’s account is also credited for an equivalent amount of deferred stock units based on the dividend rate for each

quarter.

During the three months ended March 31, 2022 and 2021, 6,183 and 4,583 deferred stock units were earned, respectively. As of March 31, 2022 and December 31, 2021, there were 42,172 and 37,603 deferred stock units outstanding, respectively.

EARNINGS PER SHARE/UNIT

Basic EPS or EPU excludes dilution and is computed by dividing net income available to common shareholders or unitholders by the weighted average number of shares or units outstanding for the period. Diluted EPS or EPU reflects the potential dilution that could occur if securities or other contracts to issue common stock were exercised or converted into common stock. In the calculation of basic and diluted EPS and EPU, a redemption value adjustment of redeemable noncontrolling interests attributable to common shareholders or unitholders is included in the calculation to arrive at the numerator of net income (loss) available to common shareholders or unitholders.

The following information presents the Company's results for the three months ended March 31, 2022 and 2021 in accordance with ASC 260, Earnings Per Share (*dollars in thousands, except per share amounts*):

Veris Residential, Inc.:

| | Three Months Ended | |
|--|--------------------|-------------|
| | 2022 | 2021 |
| Computation of Basic EPS | | |
| Income (loss) from continuing operations | \$ (4,527) | \$ (20,222) |
| Add (deduct): Noncontrolling interests in consolidated joint ventures | 974 | 1,335 |
| Add (deduct): Noncontrolling interests in Operating Partnership | 898 | 2,305 |
| Add (deduct): Redeemable noncontrolling interests | (6,437) | (6,471) |
| Add (deduct): Redemption value adjustment of redeemable noncontrolling interests attributable to common shareholders | (2,942) | (1,791) |
| Income (loss) from continuing operations available to common shareholders | (12,034) | (24,844) |
| Income (loss) from discontinued operations available to common shareholders | - | 30,676 |
| Net income (loss) available to common shareholders for basic earnings per share | \$ (12,034) | \$ 5,832 |
| Weighted average common shares | 90,951 | 90,692 |
| Basic EPS: | | |
| Income (loss) from continuing operations available to common shareholders | \$ (0.13) | \$ (0.28) |
| Income (loss) from discontinued operations available to common shareholders | - | 0.34 |
| Net income (loss) available to common shareholders | \$ (0.13) | \$ 0.06 |
| Computation of Diluted EPS | | |
| Net income (loss) from continuing operations available to common shareholders | \$ (12,034) | \$ (24,844) |
| Add (deduct): Noncontrolling interests in Operating Partnership | (898) | (2,305) |
| Add (deduct): Redemption value adjustment of redeemable noncontrolling interests attributable to the Operating Partnership unitholders | (291) | (179) |
| Income (loss) from continuing operations for diluted earnings per share | (13,223) | (27,328) |
| Income (loss) from discontinued operations for diluted earnings per share | - | 33,743 |
| Net income (loss) available for diluted earnings per share | \$ (13,223) | \$ 6,415 |
| Weighted average common shares | 99,934 | 99,760 |
| Diluted EPS: | | |
| Income (loss) from continuing operations available to common shareholders | \$ (0.13) | \$ (0.28) |
| Income (loss) from discontinued operations available to common shareholders | - | 0.34 |
| Net (income) loss available to common shareholders | \$ (0.13) | \$ 0.06 |

The following schedule reconciles the weighted average shares used in the basic EPS calculation to the shares used in the diluted EPS calculation (*in thousands*):

| | Three Months Ended March 31, | |
|---|---------------------------------|--------|
| | 2022 | 2021 |
| Basic EPS shares | 90,951 | 90,692 |
| Add: Operating Partnership – common and vested LTIP units | 8,983 | 9,068 |
| Stock Options | - | - |
| Diluted EPS Shares | 99,934 | 99,760 |

Contingently issuable shares under Restricted Stock Awards were excluded from the denominator during all periods presented as such securities were anti-dilutive during the periods. Shares issuable under all outstanding stock options were excluded from the denominator during all periods presented as such securities were anti-dilutive during the periods. Also not included in the computations of diluted EPS were the unvested LTIP Units and unvested AO LTIP Units as such securities were anti-dilutive during all periods presented. Unvested LTIP Awards outstanding as of March 31, 2022 and 2021 were 2,218,081 and 2,035,766, respectively. Unvested restricted common stock outstanding as of March 31, 2022 and 2021 were 39,529 and 52,974 shares, respectively. Unvested AO LTIP Units outstanding as of each of March 31, 2022 and 2021 were 625,000.

No dividends were declared per common share for the three-month periods ended March 31, 2022 and 2021.

Veris Residential, L.P.:

| Computation of Basic EPU | Three Months Ended March 31, | |
|--|---------------------------------|-------------|
| | 2022 | 2021 |
| Income (loss) from continuing operations | \$ (4,527) | \$ (20,222) |
| Add (deduct): Noncontrolling interests in consolidated joint ventures | 974 | 1,335 |
| Add (deduct): Redeemable noncontrolling interests | (6,437) | (6,471) |
| Add (deduct): Redemption value adjustment of redeemable noncontrolling interests | (3,233) | (1,970) |
| Income (loss) from continuing operations available to unitholders | (13,223) | (27,328) |
| Income (loss) from discontinued operations available to unitholders | - | 33,743 |
| Net income (loss) available to common unitholders for basic earnings per unit | \$ (13,223) | \$ 6,415 |
| Weighted average common units | 99,934 | 99,760 |
| Basic EPU: | | |
| Income (loss) from continuing operations available to unitholders | \$ (0.13) | \$ (0.28) |
| Income (loss) from discontinued operations available to unitholders | - | 0.34 |
| Net income (loss) available to common unitholders for basic earnings per unit | \$ (0.13) | \$ 0.06 |

| Computation of Diluted EPU | Three Months Ended March 31, | |
|---|---------------------------------|-------------|
| | 2022 | 2021 |
| Net income (loss) from continuing operations available to common unitholders | \$ (13,223) | \$ (27,328) |
| Income (loss) from discontinued operations for diluted earnings per unit | - | 33,743 |
| Net income (loss) available to common unitholders for diluted earnings per unit | \$ (13,223) | \$ 6,415 |
| Weighted average common unit | 99,934 | 99,760 |
| Diluted EPU: | | |
| Income (loss) from continuing operations available to common unitholders | \$ (0.13) | \$ (0.28) |
| Income (loss) from discontinued operations available to common unitholders | - | 0.34 |
| Net income (loss) available to common unitholders | \$ (0.13) | \$ 0.06 |

The following schedule reconciles the weighted average units used in the basic EPU calculation to the units used in the diluted EPU calculation (*in thousands*):

| | Three Months Ended March 31, | |
|--------------------|---------------------------------|--------|
| | 2022 | 2021 |
| Basic EPU units | 99,934 | 99,760 |
| Add: Stock Options | - | - |
| Diluted EPU Units | 99,934 | 99,760 |

Contingently issuable shares under Restricted Stock Awards were excluded from the denominator during all periods presented as such securities were anti-dilutive during the periods. Shares issuable under all outstanding stock options were excluded from the denominator during all periods presented as such securities were anti-dilutive during the periods. Also not included in the computations of diluted EPU were the unvested LTIP Units and unvested AO LTIP Units as such securities were anti-dilutive during all periods presented. Unvested LTIP Awards outstanding as of March 31, 2022 and 2021 were 2,218,081 and 2,035,766, respectively. Unvested restricted common stock outstanding as of March 31, 2022 and 2021 were 39,529 and 52,974 shares, respectively. Unvested AO LTIP Units outstanding as of each of March 31, 2022 and 2021 were 625,000.

No distributions were declared per common unit for the three-month periods ended March 31, 2022 and 2021.

16. NONCONTROLLING INTERESTS IN SUBSIDIARIES

Noncontrolling interests in subsidiaries in the accompanying consolidated financial statements relate to (i) common units (“Common Units”) and LTIP units in the Operating Partnership, held by parties other than the General Partner (“Limited Partners”), and (ii) interests in consolidated joint ventures for the portion of such ventures not owned by the Company.

The following table reflects the activity of noncontrolling interests for the three months ended March 31, 2022 and 2021, respectively (*dollars in thousands*):

| | Three Months Ended March 31, | |
|---|---------------------------------|------------|
| | 2022 | 2021 |
| Opening Balance | \$ 167,436 | \$ 193,563 |
| Net (loss) income | 4,565 | 5,898 |
| Unit distributions | 218 | 4 |
| Redeemable noncontrolling interests | (6,728) | (6,650) |
| Change in noncontrolling interests in consolidated joint ventures | 11 | 10 |
| Redemption of common units for common stock | - | - |
| Redemption of common units | (1,442) | (10,459) |
| Stock compensation | 2,533 | 1,883 |
| Cancellation of unvested LTIP units | - | - |
| Other comprehensive income (loss) | 196 | - |
| Rebalancing of ownership percentage between parent and subsidiaries | (1,669) | (1,556) |
| Balance at March 31 | \$ 165,120 | \$ 182,693 |

Pursuant to ASC 810, Consolidation, on the accounting and reporting for noncontrolling interests and changes in ownership interests of a subsidiary, changes in a parent’s ownership interest (and transactions with noncontrolling interests unitholders in the subsidiary) while the parent retains its controlling interest in its subsidiary should be accounted for as equity transactions. The carrying value of the noncontrolling interests shall be adjusted to reflect the change in its ownership interest in the subsidiary, with the offset to equity attributable to the parent. Accordingly, as a result of equity transactions which caused changes in ownership percentages between Veris Residential, Inc. stockholders’ equity and noncontrolling interests in the Operating Partnership that occurred during the three months ended March 31, 2022, the Company has decreased noncontrolling interests in the Operating Partnership and increased additional paid-in capital in Veris Residential, Inc. stockholders’ equity by approximately \$1.7 million as of March 31, 2022.

NONCONTROLLING INTERESTS IN OPERATING PARTNERSHIP (applicable only to General Partner)

Common Units

During the three months ended March 31, 2022, the Company redeemed for cash 85,779 common units at their fair value of \$1.4 million.

Certain individuals and entities own common units in the Operating Partnership. A common unit and a share of Common Stock of the General Partner have substantially the same economic characteristics in as much as they effectively share equally in the net income or loss of the Operating Partnership. Common unitholders have the right to redeem their common units, subject to certain restrictions. The

redemption is required to be satisfied in shares of Common Stock, cash, or a combination thereof, calculated as follows: one share of the General Partner's Common Stock, or cash equal to the fair market value of a share of the General Partner's Common Stock at the time of redemption, for each common unit. The General Partner, in its sole discretion, determines the form of redemption of common units (i.e., whether a common unitholder receives Common Stock, cash, or any combination thereof). If the General Partner elects to satisfy the redemption with shares of Common Stock as opposed to cash, it is obligated to issue shares of its Common Stock to the redeeming unitholder. Regardless of the rights described above, the common unitholders may not put their units for cash to the General Partner or the Operating Partnership under any circumstances. When a unitholder redeems a common unit, noncontrolling interests in the Operating Partnership is reduced and Veris Residential, Inc. Stockholders' equity is increased.

LTIP Units

From time to time, the Company has granted LTIP awards to executive officers of the Company. All of the LTIP Awards granted through January 2021 are in the form of units in the Operating Partnership. See Note 15: Veris Residential, Inc. Stockholders' Equity and Veris Residential, L.P.'s Partners' Capital – Long-Term Incentive Plan Awards.

LTIP Units are designed to qualify as "profits interests" in the Operating Partnership for federal income tax purposes. As a general matter, the profits interests characteristics of the LTIP Units mean that initially they will not be economically equivalent in value to a common unit. If and when events specified by applicable tax regulations occur, LTIP Units can over time increase in value up to the point where they are equivalent to common units on a one-for-one basis. After LTIP Units are fully vested, and to the extent the special tax rules applicable to profits interests have allowed them to become equivalent in value to common units, LTIP Units may be converted on a one-for-one basis into common units. Common units in turn have a one-for-one relationship in value with shares of the General Partner's common stock, and are redeemable on a one-for-one basis for cash or, at the election of the Company, shares of the General Partner's common stock.

AO LTIP Units (Appreciation-Only LTIP Units)

On March 13, 2019, the Company granted 625,000 AO LTIP Units pursuant to the AO Long Term Incentive Plan Award Agreement. See Note 15: Veris Residential, Inc. Stockholders' Equity and Veris Residential, L.P.'s Partners' Capital – AO LTIP Units (Appreciation-Only LTIP Units).

AO LTIP Units are a class of partnership interests in the Operating Partnership that are intended to qualify as "profit interests" for federal income tax purposes and generally only allow the recipient to realize value to the extent the fair market value of a share of Common Stock exceeds the threshold level set at the time the AO LTIP Units are granted, subject to any vesting conditions applicable to the award. The value of vested AO LTIP Units is realized through conversion of the AO LTIP Units into Common Units. The number of Common Units into which vested AO LTIP Units may be converted is determined based on the quotient of (i) the excess of the fair market value of the Common Stock on the conversion date over the threshold level designated at the time the AO LTIP Unit was granted, divided by (ii) the fair market value of the Common Stock on the conversion date. AO LTIP Units, once vested, have a finite term during which they may be converted into Common Units, not in excess of ten years from the grant date of the AO LTIP Units.

Noncontrolling Interests Ownership in Operating Partnership

As of March 31, 2022 and December 31, 2021, the noncontrolling interests common unitholders owned 9.0 percent and 9.0 percent of the Operating Partnership, respectively.

NONCONTROLLING INTERESTS IN CONSOLIDATED JOINT VENTURES (applicable to General Partner and Operating Partnership)

The Company consolidates certain joint ventures in which it has ownership interests. Various entities and/or individuals hold noncontrolling interests in these ventures.

PARTICIPATION RIGHTS

The Company's interests in a potential future development provides for the initial distributions of net cash flow solely to the Company, and thereafter, other parties have participation rights in 50 percent of the excess net cash flow remaining after the distribution to the Company of the aggregate amount equal to the sum of: (a) the Company's capital contributions, plus (b) an IRR of 10 percent per annum.

17. SEGMENT REPORTING

The Company operates in two business segments: (i) multifamily real estate and services and (ii) commercial and other real estate. The Company provides property management, leasing, acquisition, development, construction and tenant-related services for its commercial and other real estate and multifamily real estate portfolio. The Company's multifamily services business also provides similar services for third parties. The Company had no revenues from foreign countries recorded for the three months ended March 31, 2022 and 2021. The Company had no long lived assets in foreign locations as of March 31, 2022 and December 31, 2021. The accounting policies of the segments are the same as those described in Note 2: Significant Accounting Policies, excluding depreciation and amortization.

The Company evaluates performance based upon net operating income from the combined properties and operations in each of its real estate segments (commercial and other real estate and multifamily real estate and services). All properties classified as discontinued operations have been excluded.

Selected results of operations for the three months ended March 31, 2022 and 2021 and selected asset information as of March 31, 2022 and December 31, 2021 regarding the Company's operating segments are as follows. Amounts for prior periods have been restated to conform to the current period segment reporting presentation (*dollars in thousands*):

| | Commercial & Other Real Estate | Multifamily Real Estate & Services (d) | Corporate & Other (e) | Total Company |
|--|-----------------------------------|---|--------------------------|------------------|
| Total revenues: | | | | |
| Three months ended: | | | | |
| March 31, 2022 | \$ 53,084 | \$ 46,517 | \$ (502) | \$ 99,099 |
| March 31, 2021 | \$ 39,072 | \$ 37,316 | \$ (295) | \$ 76,093 |
| Total operating and interest expenses (a): | | | | |
| Three months ended: | | | | |
| March 31, 2022 | \$ 14,476 | \$ 24,786 | \$ 32,601 | \$ 71,863 |
| March 31, 2021 | \$ 16,122 | \$ 22,156 | \$ 27,995 | \$ 66,273 |
| Equity in earnings (loss) of unconsolidated joint ventures: | | | | |
| Three months ended: | | | | |
| March 31, 2022 | \$ - | \$ (487) | \$ - | \$ (487) |
| March 31, 2021 | \$ (119) | \$ (1,337) | \$ - | \$ (1,456) |
| Net operating income (loss) (b): | | | | |
| Three months ended: | | | | |
| March 31, 2022 | \$ 38,608 | \$ 21,244 | \$ (33,103) | \$ 26,749 |
| March 31, 2021 | \$ 22,831 | \$ 13,823 | \$ (28,290) | \$ 8,364 |
| Total assets: | | | | |
| March 31, 2022 | \$ 951,402 | \$ 3,297,133 | \$ 11,290 | \$ 4,259,825 |
| December 31, 2021 | \$ 1,216,717 | \$ 3,294,226 | \$ 16,375 | \$ 4,527,318 |
| Total long-lived assets (c): | | | | |
| March 31, 2022 | \$ 875,098 | \$ 3,094,290 | \$ (1,544) | \$ 3,967,844 |
| December 31, 2021 | \$ 1,087,198 | \$ 3,098,492 | \$ (1,309) | \$ 4,184,381 |
| Total investments in unconsolidated joint ventures: | | | | |
| March 31, 2022 | \$ - | \$ 135,116 | \$ - | \$ 135,116 |
| December 31, 2021 | \$ - | \$ 137,772 | \$ - | \$ 137,772 |

- (a) Total operating and interest expenses represent the sum of: real estate taxes; utilities; operating services; real estate services expenses; general and administrative, acquisition related costs and interest expense (net of interest income). All interest expense, net of interest and other investment income, (including for property-level mortgages) is excluded from segment amounts and classified in Corporate & Other for all periods.
- (b) Net operating income represents total revenues less total operating and interest expenses (as defined and classified in Note "a"), plus equity in earnings (loss) of unconsolidated joint ventures, for the period.
- (c) Long-lived assets are comprised of net investment in rental property and unbilled rents receivable.
- (d) Segment assets and operations were owned through a consolidated and variable interest entity commencing in February 2018, and which also include the Company's consolidated hotel operations.
- (e) Corporate & Other represents all corporate-level items (including interest and other investment income, interest expense, non-property general and administrative expense), as well as intercompany eliminations necessary to reconcile to consolidated Company totals.

Veris Residential, Inc.

The following schedule reconciles net operating income to net income (loss) available to common shareholders (*dollars in thousands*):

| | Three Months Ended March 31, | |
|--|---------------------------------|-----------------|
| | 2022 | 2021 |
| Net operating income | \$ 26,749 | \$ 8,364 |
| Add (deduct): | | |
| Depreciation and amortization | (26,514) | (28,173) |
| Land and other impairments, net | (2,932) | (413) |
| Realized gains (losses) and unrealized losses on disposition of rental property, net | 1,836 | - |
| Gain on disposition of developable land | 2,623 | - |
| Gain (loss) from extinguishment of debt, net | (6,289) | - |
| Income (loss) from continuing operations | (4,527) | (20,222) |
| Discontinued operations | | |
| Income from discontinued operations | - | 10,962 |
| Realized gains (losses) and unrealized gains (losses) on disposition of rental property and impairments, net | - | 22,781 |
| Total discontinued operations, net | - | 33,743 |
| Net income (loss) | (4,527) | 13,521 |
| Noncontrolling interests in consolidated joint ventures | 974 | 1,335 |
| Noncontrolling interests in Operating Partnership | 898 | 2,305 |
| Noncontrolling interest in discontinued operations | - | (3,067) |
| Redeemable noncontrolling interests | (6,437) | (6,471) |
| Net income (loss) available to common shareholders | \$ (9,092) | \$ 7,623 |

Veris Residential, L.P.

The following schedule reconciles net operating income to net income (loss) available to common unitholders (*dollars in thousands*):

| | Three Months Ended March 31, | |
|--|---------------------------------|-----------------|
| | 2022 | 2021 |
| Net operating income | \$ 26,749 | \$ 8,364 |
| Add (deduct): | | |
| Depreciation and amortization | (26,514) | (28,173) |
| Land and other impairments, net | (2,932) | (413) |
| Realized gains (losses) and unrealized losses on disposition of rental property, net | 1,836 | - |
| Gain on disposition of developable land | 2,623 | - |
| Gain (loss) from extinguishment of debt, net | (6,289) | - |
| Income (loss) from continuing operations | (4,527) | (20,222) |
| Discontinued operations | | |
| Income from discontinued operations | - | 10,962 |
| Realized gains (losses) and unrealized gains (losses) on disposition of rental property and impairments, net | - | 22,781 |
| Total discontinued operations, net | - | 33,743 |
| Net income (loss) | (4,527) | 13,521 |
| Noncontrolling interests in consolidated joint ventures | 974 | 1,335 |
| Redeemable noncontrolling interests | (6,437) | (6,471) |
| Net income (loss) available to common unitholders | \$ (9,990) | \$ 8,385 |

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

The following discussion should be read in conjunction with the Consolidated Financial Statements of Veris Residential, Inc. and Veris Residential, L.P. and the notes thereto (collectively, the "Financial Statements"). Certain defined terms used herein have the meaning ascribed to them in the Financial Statements.

Executive Overview

Veris Residential, Inc., together with its subsidiaries, (collectively, the "General Partner"), including Veris Residential, L.P. (the "Operating Partnership"), has been involved in all aspects of commercial real estate development, management and ownership for over 60 years and the General Partner has been a publicly traded REIT since 1994.

The Operating Partnership conducts the business of providing management, leasing, acquisition, development and tenant-related services for its General Partner. The Operating Partnership, through its operating divisions and subsidiaries, including the Veris property-owning partnerships and limited liability companies, is the entity through which all of the General Partner's operations are conducted. Unless stated otherwise or the context requires, the "Company" refers to the General Partner and its subsidiaries, including the Operating Partnership and its subsidiaries.

As of March 31, 2022, the Company owns or has interests in 35 properties (collectively, the "Properties"), consisting of 22 multifamily rental properties containing 6,691 apartment units as well as non-core assets comprised six office properties, four parking/retail properties, three hotels and developable land. The Properties are located in three states in the Northeast, plus the District of Columbia.

Critical Accounting Policies and Estimates

The accompanying consolidated financial statements include all accounts of the Company, its majority-owned and/or controlled subsidiaries, which consist principally of the Operating Partnership and variable interest entities for which the Company has determined itself to be the primary beneficiary, if any. See Note 2: Significant Accounting Policies – to the Financial Statements, for the Company's treatment of unconsolidated joint venture interests. Intercompany accounts and transactions have been eliminated.

Accounting Standards Codification ("ASC") 810, Consolidation, provides guidance on the identification of entities for which control is achieved through means other than voting rights ("variable interest entities" or "VIEs") and the determination of which business enterprise, if any, should consolidate the VIEs. Generally, the consideration of whether an entity is a VIE applies when either: (1) the equity investors (if any) lack (i) the ability to make decisions about the entity's activities through voting or similar rights, (ii) the obligation to absorb the expected losses of the entity, or (iii) the right to receive the expected residual returns of the entity; (2) the equity investment at risk is insufficient to finance that entity's activities without additional subordinated financial support; or (3) the equity investors have voting rights that are not proportionate to their economic interests and substantially all of the activities of the entity involve or are conducted on behalf of an investor with a disproportionately small voting interest. The Company consolidates VIEs in which it is considered to be the primary beneficiary. The primary beneficiary is defined by the entity having both of the following characteristics: (1) the power to direct the activities that, when taken together, most significantly impact the variable interest entity's performance; and (2) the obligation to absorb losses and right to receive the returns from the VIE that would be significant to the VIE.

The financial statements have been prepared in conformity with generally accepted accounting principles ("GAAP"). The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. These estimates and assumptions are based on management's historical experience that are believed to be reasonable at the time. However, because future events and their effects cannot be determined with certainty, the determination of estimates requires the exercise of judgment. Actual results could differ from those estimates. Certain reclassifications have been made to prior period amounts in order to conform with current period presentation, primarily related to classification of certain properties as discontinued operations. The Company's critical accounting policies are those which require assumptions to be made about matters that are highly uncertain. Different estimates could have a material effect on the Company's financial results. Judgments and uncertainties affecting the application of these policies and estimates may result in materially different amounts being reported under different conditions and circumstances.

These financial statements should be read in conjunction with the Company's audited Annual Report on Form 10-K for the year ended December 31, 2021, as certain disclosures in this Quarterly Report on Form 10-Q that would duplicate those included in the 10-K are not included in these financial statements.

Results From Operations

The following comparisons for the three months ended March 31, 2022 (“2022”), as compared to the three months ended March 31, 2021 (“2021”), make reference to the following:

- (i) “Same-Store Properties,” which represent all in-service properties owned by the Company at December 31, 2020 excluding properties sold, disposed of, removed from service, or being redeveloped or repositioned from January 1, 2021 through March 31, 2022;
- (ii) “Acquired and Developed Properties,” which represent all properties acquired by the Company or commencing initial operations from January 1, 2021 through March 31, 2022 and
- (iii) “Properties Sold”, which represent properties sold, disposed of, or removed from service (including properties being redeveloped or repositioned) by the Company from January 1, 2021 through March 31, 2022.

Three Months Ended March 31, 2022 Compared to Three Months Ended March 31, 2021

| <i>(dollars in thousands)</i> | Three Months Ended March 31, | | Dollar Change | Percent Change |
|--|---------------------------------|------------------|--------------------|-------------------|
| | 2022 | 2021 | | |
| Revenue from rental operations and other: | | | | |
| Revenue from leases | \$ 65,808 | \$ 65,771 | \$ 37 | 0.1 % |
| Parking income | 4,177 | 3,086 | 1,091 | 35.4 |
| Hotel income | 1,417 | 1,053 | 364 | 34.6 |
| Other income | 26,787 | 3,656 | 23,131 | 632.7 |
| Total revenues from rental operations | 98,189 | 73,566 | 24,623 | 33.5 |
| Property expenses: | | | | |
| Real estate taxes | 12,694 | 11,831 | 863 | 7.3 |
| Utilities | 3,933 | 4,092 | (159) | (3.9) |
| Operating services | 18,531 | 15,450 | 3,081 | 19.9 |
| Total property expenses | 35,158 | 31,373 | 3,785 | 12.1 |
| Non-property revenues: | | | | |
| Real estate services | 910 | 2,527 | (1,617) | (64.0) |
| Total non-property revenues | 910 | 2,527 | (1,617) | (64.0) |
| Non-property expenses: | | | | |
| Real estate services expenses | 2,363 | 3,318 | (955) | (28.8) |
| General and administrative | 19,475 | 13,989 | 5,486 | 39.2 |
| Depreciation and amortization | 26,514 | 28,173 | (1,659) | (5.9) |
| Land and other impairments, net | 2,932 | 413 | 2,519 | 609.9 |
| Total non-property expenses | 51,284 | 45,893 | 5,391 | 11.7 |
| Operating income (loss) | 12,657 | (1,173) | 13,830 | 1,179.0 |
| Other (expense) income: | | | | |
| Interest expense | (15,025) | (17,610) | 2,585 | 14.7 |
| Interest and other investment income (loss) | 158 | 17 | 141 | 829.4 |
| Equity in earnings (loss) of unconsolidated joint ventures | (487) | (1,456) | 969 | 66.6 |
| Realized gains (losses) and unrealized losses on disposition of rental property, net | 1,836 | - | 1,836 | - |
| Gain on disposition of developable land | 2,623 | - | 2,623 | - |
| Gain (loss) from extinguishment of debt, net | (6,289) | - | (6,289) | - |
| Total other (expense) income | (17,184) | (19,049) | 1,865 | 9.8 |
| Income (loss) from continuing operations | (4,527) | (20,222) | 15,695 | 77.6 |
| Discontinued operations: | | | | |
| Income from discontinued operations | - | 10,962 | (10,962) | (100.0) |
| Realized gains (losses) and unrealized gains (losses) on disposition of rental property and impairments, net | - | 22,781 | (22,781) | (100.0) |
| Total discontinued operations | - | 33,743 | (33,743) | (100.0) |
| Net income (loss) | \$ (4,527) | \$ 13,521 | \$ (18,048) | (133.5) % |

The following is a summary of the changes in revenue from rental operations and other, and property expenses in 2022, as compared to 2021, divided into Same-Store Properties, Acquired and Developed Properties and Properties Sold in 2021 and 2022 (excluding properties classified as discontinued operations):

| | Total Company | | Same-Store Properties | | Acquired and Developed Properties | | Properties Sold in 2021 and 2022 | |
|--|------------------|----------------|-----------------------|----------------|-----------------------------------|----------------|----------------------------------|----------------|
| | Dollar Change | Percent Change | Dollar Change | Percent Change | Dollar Change | Percent Change | Dollar Change | Percent Change |
| <i>(dollars in thousands)</i> | | | | | | | | |
| Revenue from rental operations and other: | | | | | | | | |
| Revenue from leases | \$ 37 | 0.1 % | \$ 441 | 0.7 % | \$ 4,661 | 7.1 % | \$ (5,065) | (7.7) % |
| Parking income | 1,091 | 35.4 | 893 | 28.9 | 270 | 8.7 | (72) | (2.3) |
| Hotel income | 364 | 34.6 | 364 | 34.6 | - | - | - | - |
| Other income | 23,131 | 632.7 | 22,903 | 626.4 | 115 | 3.1 | 113 | 3.1 |
| Total | \$ 24,623 | 33.5 % | \$ 24,601 | 33.4 % | \$ 5,046 | 6.9 % | \$ (5,024) | (6.8) % |
| Property expenses: | | | | | | | | |
| Real estate taxes | \$ 863 | 7.3 % | \$ 662 | 5.6 % | \$ 712 | 6.0 % | \$ (511) | (4.3) % |
| Utilities | (159) | (3.9) | (245) | (6.0) | 238 | 5.8 | (152) | (3.7) |
| Operating services | 3,081 | 19.9 | 3,408 | 22.1 | 1,010 | 6.5 | (1,337) | (8.7) |
| Total | \$ 3,785 | 12.1 % | \$ 3,825 | 12.2 % | \$ 1,960 | 6.2 % | \$ (2,000) | (6.4) % |
| OTHER DATA: | | | | | | | | |
| Number of Consolidated Properties | 26 | | 24 | | 2 | | 19 | |
| Commercial Square feet <i>(in thousands)</i> | 4,350 | | 4,350 | | - | | 3,596 | |
| Multifamily portfolio (number of units) | 4,545 | | 4,039 | | 506 | | - | |

Revenue from leases. Revenue from leases for the Same-Store Properties increased \$0.4 million, or 0.7 percent, for 2022 as compared to 2021, due primarily to an increase in lease-up of the multifamily rental properties, partially offset by a reduction in occupancy of the office properties in 2022 as compared to 2021.

Parking income. Parking income for the Same-Store Properties increased \$0.9 million, or 28.9 percent, for 2022 as compared to 2021 due primarily to increased usage at the parking garages in 2022 as compared to 2021.

Hotel income. Hotel income for the Same-Store Properties increased \$0.4 million, or 34.6 percent, for 2022 as compared to 2021, primarily due to the partial shutdown of hotel operations in 2021 as a result of the COVID-19 pandemic.

Other income. Other income for the Same-Store Properties increased \$22.9 million, or 626.4 percent, for 2022 as compared to 2021, due primarily to early lease termination income from office properties recognized in 2022.

Real estate taxes. Real estate taxes for the Same-Store Properties increased \$0.7 million, or 5.6 percent, for 2022 as compared to 2021, due primarily to the expiration in early 2022 of the PILOT agreements on two multifamily properties located in Jersey City, New Jersey.

Utilities. Utilities for the Same-Store Properties decreased \$0.2 million, or 6.0 percent, for 2022 as compared to 2021, due primarily to true-up billings in 2022 of actual meter readings at the residential properties.

Operating services. Operating services for the Same-Store Properties increased \$3.4 million, or 22.1 percent, for 2022 as compared to 2021, due primarily to an increase in property maintenance and insurance expenses of \$2.0 million in 2022 as compared to 2021.

Real estate services revenue. Real estate services revenue (primarily reimbursement of property personnel costs) decreased \$1.6 million, or 64.0 percent, for 2022 as compared to 2021, due primarily to decreased third party development and management activity in 2022 as compared to 2021.

Real estate services expense. Real estate services expense decreased \$1.0 million, or 28.8 percent, for 2022 as compared to 2021, due primarily to lower salaries and related expenses from a reduction in third-party services activities in 2022 as compared to 2021.

General and administrative. General and administrative expenses increased \$5.5 million, or 39.2 percent, for 2022 as compared to 2021. This increase was due primarily to a \$7.2 million increase in executive management changes and related costs for 2022 as compared to 2021. This was partially offset by CEO and related management change costs of \$2.1 million in 2021.

Depreciation and amortization. Depreciation and amortization decreased \$1.7 million, or 5.9 percent, for 2022 over 2021. This decrease was primarily due to a decrease of \$2.3 million for properties sold or removed from service and lower depreciation of fully amortized assets of \$1.3 million for Same-Store Properties for 2022 as compared to 2021. These were partially offset by an increase of approximately \$1.9 million for 2022 as compared to 2021 in the Acquired Properties.

Land and other impairments, net. In 2022, the Company recorded net \$2.9 million of impairments on developable land parcels. In 2021, the Company recorded \$0.4 million of impairments on developable land parcels. See Note 11: Disclosure of Fair Value of Assets and Liabilities.

Interest expense. Interest expense decreased \$2.6 million, or 14.7 percent, for 2022 as compared to 2021. This decrease was primarily the result of lower average debt balances in 2022 as compared to 2021, due to the Company's redemption of its Senior Unsecured Notes in 2021.

Interest and other investment income (loss). Interest and other investment income (loss) increased \$0.1 million for 2022 as compared to 2021, due primarily to interest received on a note receivable in 2022.

Equity in earnings (loss) of unconsolidated joint ventures. Equity in earnings of unconsolidated joint ventures increased \$1.0 million, or 66.6 percent for 2022 as compared to 2021, due primarily to an increase of \$0.7 million for 2022 as compared to 2021 from the Urby at Harborside venture, resulting from lower concessions and discounts to tenants in 2022 as compared to 2021.

Realized gains (losses) and unrealized gains (losses) on disposition of rental property, net. The Company had realized gains (unrealized losses) on disposition of rental property of a net gain of \$1.8 million in 2022 on the disposition of an office property located in Hoboken, New Jersey.

Gain on disposition of developable land. In 2022, the Company recognized a gain of \$2.6 million on the sale of developable land located in West Windsor, New Jersey.

Gain (loss) from extinguishment of debt, net. In 2022, the Company recognized a loss of \$6.3 million on extinguishment of debt in connection with the sale of an office property located in Hoboken, New Jersey.

Discontinued operations. For all periods presented, the Company classified 36 office properties totaling 6.3 million square feet as discontinued operations, some of which were sold during the periods. The Company recognized income from discontinued operations of \$11.0 million in 2021, due to total revenues of \$21.6 million, operating and other expenses of \$8.7 million, depreciation and amortization of \$0.6 million and interest expense of \$1.3 million. The Company recognized realized gains (losses) and unrealized losses on disposition of rental property and impairments, net, of a gain of \$22.8 million on these properties in 2021. See Note 7: Discontinued Operations to the Financial Statements.

Net Income (loss). Net income (loss) decreased to a loss of \$4.5 million in 2022 from income of \$13.5 million in 2021. The decrease was due to the factors discussed above.

LIQUIDITY AND CAPITAL RESOURCES

Liquidity

Overview

Rental revenue is the Company's principal source of funds to pay its material cash commitments consisting of operating expenses, debt service, capital expenditures and dividends, excluding non-recurring capital expenditures. To the extent that the Company's cash flow from operating activities is insufficient to finance its non-recurring capital expenditures such as property acquisitions, development and construction costs and other capital expenditures, the Company has and expects to continue to finance such activities through borrowings under its revolving credit facility, other debt and equity financings, proceeds from the sale of properties and joint venture capital.

The Company expects to meet its short-term liquidity requirements generally through its working capital, which may include proceeds from the sales of rental properties and land, net cash provided by operating activities and draw from its revolving credit facility.

The COVID-19 pandemic continues to have a significant impact in the U.S. and around the globe. The global impact of the outbreak is rapidly evolving and has included quarantines, restrictions on business activities, including construction activities, restrictions on group gatherings, and restrictions on travel. These actions have and may in the future create disruption in the global economy and supply chains. The extent to which COVID-19 impacts the Company's results will depend on future developments, many of which are highly

uncertain and cannot be predicted, including new information which may emerge concerning the severity of COVID-19 and the actions taken to contain it or treat its impact. If the outbreak continues, there will likely be continued negative economic impacts, market volatility, and business disruption which could negatively impact the Company's tenants' ability to pay rent, the Company's ability to lease vacant space, the Company's ability to complete development and redevelopment projects and the Company's ability to dispose of assets held for sale and these consequences, in turn, could materially impact the Company's results of operations.

Construction Projects

The Company is developing a 750-unit multifamily project at 25 Christopher Columbus, also known as Haus 25, in Jersey City, New Jersey, which began construction in the first quarter of 2019. The construction project, which is estimated to cost \$469.5 million, of which \$438.6 million has been incurred through March 31, 2022, was partially ready for occupancy in April 2022. The Company has funded \$169.5 million of the construction costs, and the remaining construction costs are expected to be funded from a \$300 million construction loan (of which \$269.1 million was drawn as of March 31, 2022).

REIT Restrictions

To maintain its qualification as a REIT under the IRS Code, the General Partner must make annual distributions to its stockholders of at least 90 percent of its REIT taxable income, determined without regard to the dividends paid deduction and by excluding net capital gains. However, any such distributions, whether for federal income tax purposes or otherwise, would be paid out of available cash, including borrowings and other sources, after meeting operating requirements, preferred stock dividends and distributions, and scheduled debt service on the Company's debt. If and to the extent the Company retains and does not distribute any net capital gains, the General Partner will be required to pay federal, state and local taxes on such net capital gains at the rate applicable to capital gains of a corporation.

On September 30, 2020, the Company announced that its Board of Directors was suspending its common dividends and distributions attributable to the third and fourth quarters 2020. As the Company's management estimated that as of September 2020 it had satisfied its dividend obligations as a REIT on taxable income expected for 2020, the Board made the strategic decision to suspend its common dividends and distributions for the remainder of 2020 in an effort to provide greater financial flexibility during the pandemic and to retain incremental capital to support leasing initiatives at its Harborside commercial office properties on the Jersey City waterfront. On March 19, 2021, the Company announced that its Board of Directors would continue to suspend its common dividend for the remainder of 2021 in order to conserve capital and allow for greater financial flexibility during this period of heightened economic uncertainty and based on the Company's projected 2021 taxable income estimates. The Company believes that with its estimated taxable income/loss for 2021, it will meet its dividend obligations as a REIT for the year with no dividends paid. The Company anticipates its regular quarterly common dividend to remain suspended in 2022 while it seeks to conclude its transition into a pureplay multifamily REIT.

Property Lock-Ups

Certain Company properties acquired by contribution from unrelated common unitholders of the Operating Partnership were subject to restrictions on disposition, except in a manner which did not result in recognition of built-in-gain allocable to such unitholders or which reimbursed the unitholders for the tax consequences thereof (collectively, the "Property Lock-Ups"). While these Property Lock-Ups have expired, the Company is generally required to use commercially reasonable efforts to prevent any disposition of the subject properties from resulting in the recognition of built-in gain to these unitholders, which include members of the Mack Group (which includes William L. Mack, a former director and David S. Mack, a former director). As of March 31, 2022, taking into account tax-free exchanges on the originally contributed properties, either wholly or partially, over time, five of the Company's properties, as well as certain land and development projects, with an aggregate carrying value of approximately \$1.0 billion, are subject to these conditions.

Unencumbered Properties

As of March 31, 2022, the Company had one unencumbered property with a carrying value of \$18.3 million representing 3.8 percent of the Company's total consolidated property count.

Cash Flows

Cash, cash equivalents and restricted cash decreased by \$4.2 million to \$47.3 million at March 31, 2022, compared to \$51.4 million at December 31, 2021. This increase is comprised of the following net cash flow items:

- (1) \$31.5 million provided by operating activities.
- (2) \$193.1 million provided by investing activities, consisting primarily of the following:
 - (a) \$236.9 million received from proceeds from the sales of rental property; plus
 - (b) \$2.2 million received from distributions in excess of cumulative earnings from unconsolidated joint ventures; minus
 - (c) \$8.2 million used for additions to rental property, improvements and other costs; minus
 - (d) \$33.6 million used for the development of rental property, other related costs and deposits; minus
 - (e) \$5 million used for rental property acquisitions and related intangibles.
- (3) \$228.7 million used in financing activities, consisting primarily of the following:
 - (a) \$88 million used for repayments of revolving credit facility and term loan; plus
 - (b) \$150.1 million used for repayments of mortgages, loans payable and other obligations; plus
 - (c) \$6.5 million used for distribution to redeemable noncontrolling interests; plus
 - (d) \$12 million used for distribution to redeemable noncontrolling interests; plus
 - (e) \$1.4 million used for redemption of common units; plus
 - (f) \$5.1 million used for payment of early debt extinguishment costs, minus
 - (g) \$18 million from borrowings under the revolving credit facility; minus
 - (h) \$16.5 million from proceeds received from mortgages and loans payable.

Debt Financing

Summary of Debt

The following is a breakdown of the Company's debt between fixed and variable-rate financing as of March 31, 2022:

| | Balance (\$000's) | % of Total | Weighted Average Interest Rate (a) | Weighted Average Maturity in Years |
|--------------------------------------|----------------------|------------|---------------------------------------|---------------------------------------|
| Fixed Rate Secured | \$ 1,532,540 | 69.77% | 3.70% | 4.76 |
| Variable Rate Secured Debt | 664,107 | 30.23% | 3.51% | 2.52 |
| Totals/Weighted Average: | \$ 2,196,647 | 100.00% | 3.64% (b) | 4.09 |
| Unamortized deferred financing costs | (9,704) | | | |
| Total Debt, Net | \$ 2,186,943 | | | |

(a)The actual weighted average LIBOR rate for the Company's outstanding variable rate debt was 0.31 percent as of March 31, 2022, plus the applicable spread.

(b)Excludes amortized deferred financing costs primarily pertaining to the Company's revolving credit facility which amounted to \$0.7 million for the three months ended March 31, 2022.

Debt Maturities

Scheduled principal payments and related weighted average annual effective interest rates for the Company’s debt as of March 31, 2022 are as follows:

| Period | Scheduled Amortization (\$000’s) | Principal Maturities (\$000’s) | Total (\$000’s) | Weighted Avg. Effective Interest Rate of Future Repayments (a) |
|--------------------------------------|----------------------------------|--------------------------------|-----------------|--|
| 2022 | \$ 428 | \$ 90,024 | \$ 90,452 | 2.37 % |
| 2023 | 2,047 | 147,998 | 150,045 | 3.70 % |
| 2024 (b) | 3,403 | 655,083 | 658,486 | 3.93 % |
| 2025 | 3,300 | - | 3,300 | 3.98 % |
| 2026 | 3,407 | 733,000 | 736,407 | 3.48 % |
| Thereafter | 9,415 | 548,542 | 557,957 | 3.69 % |
| Sub-total | 22,000 | 2,174,647 | 2,196,647 | 3.64 % |
| Unamortized deferred financing costs | (9,704) | - | (9,704) | - |
| Totals/Weighted Average | \$ 12,296 | \$ 2,174,647 | \$ 2,186,943 | 3.64 % (c) |

- (a) The actual weighted average LIBOR rate for the Company’s outstanding variable rate debt was 0.31 percent as of March 31, 2022, plus the applicable spread.
 (b) Excludes amortized deferred financing costs primarily pertaining to the Company’s revolving credit facility which amounted to \$0.7 million for the three months ended March 31, 2022.
 (c) Includes outstanding borrowings of the Company’s revolving credit facility of \$78.0 million.

Revolving Credit Facility and Term Loans

On May 6, 2021, the Company entered into a revolving credit and term loan agreement (“2021 Credit Agreement”) with a group of seven lenders that provides for a \$250 million senior secured revolving credit facility (the “2021 Credit Facility”) and a \$150 million senior secured term loan facility (the “2021 Term Loan”), and delivered written notice to the administrative agents to terminate the 2017 credit agreement, which termination became effective May 13, 2021.

The terms of the 2021 Credit Facility include: (1) a three-year term ending in May 2024; (2) revolving credit loans may be made to the Company in an aggregate principal amount of up to \$250 million (subject to increase as discussed below), with a sublimit under the 2021 Credit Facility for the issuance of letters of credit in an amount not to exceed \$50 million; and (3) a first priority lien in unencumbered properties of the Company with an appraised value greater than or equal to \$800 million which must include the Company’s Harborside 2/3 and Harborside 5 properties; and (4) a facility fee payable quarterly equal to 35 basis points if usage of the 2021 Credit Facility is less than or equal to 50%, and 25 basis points if usage of the 2021 Credit Facility is greater than 50%.

The terms of the 2021 Term Loan included: (1) an eighteen month term ending in November 2022; (2) a single draw of the term loan commitments up to an aggregate principal amount of \$150 million; and (3) a first priority lien in unencumbered properties of the Company with an appraised value greater than or equal to \$800 million which must include the Company’s Harborside 2/3 and Harborside 5 properties.

Interest on borrowings under the 2021 Credit Facility and 2021 Term Loan shall be based on applicable base rate (the “Base Rate”) plus a margin ranging from 125 basis points to 275 basis points depending on the Base Rate elected, currently 0.12%. The Base Rate shall be either (A) the highest of (i) the Wall Street Journal prime rate, (ii) the greater of the then effective (x) Federal Funds Effective Rate, or (y) Overnight Bank Funding Rate plus 50 basis points, and (iii) a LIBO Rate, as adjusted for statutory reserve requirements for eurocurrency liabilities (the “Adjusted LIBO Rate”) and calculated for a one-month interest period, plus 100 basis points (such highest amount being the “ABR Rate”), or (B) the Adjusted LIBO Rate for the applicable interest period; provided, however, that the ABR Rate shall not be less than 1% and the Adjusted LIBO Rate shall not be less than zero.

The 2021 Credit Agreement, which applies to both the 2021 Credit Facility and 2021 Term Loan, includes certain restrictions and covenants which limit, among other things the incurrence of additional indebtedness, the incurrence of liens and the disposition of real estate properties, and which require compliance with financial ratios relating to the minimum collateral pool value (\$800 million), maximum collateral pool leverage ratio (40 percent), minimum number of collateral pool properties (two), the maximum total leverage ratio (65 percent), the minimum debt service coverage ratio (1.10 times until May 6, 2022, 1.20 times from May 7, 2022 through May 6, 2023, and 1.40 times thereafter), and the minimum tangible net worth ratio (80% of tangible net worth as of December 31, 2020 plus 80% of net cash proceeds of equity issuances by the General Partner or the Operating Partnership).

The 2021 Credit Agreement contains “change of control” provisions that permit the lenders to declare a default and require the immediate repayment of all outstanding borrowings under the 2021 Credit Facility. These change of control provisions, which have been an event of default under the agreements governing the Company’s revolving credit facilities since June 2000, are triggered if, among other

things, a majority of the seats on the Board of Directors (other than vacant seats) become occupied by directors who were neither nominated by the Board of Directors, nor appointed by the Board of Directors. Furthermore, construction loans secured by two multifamily residential property development projects contain cross-acceleration provisions that would constitute an event of default requiring immediate repayment of the construction loans if the change of control provisions under the 2021 Credit Facility are triggered and the lenders declare a default and exercise their rights under the 2021 Credit Facility and accelerate repayment of the outstanding borrowings thereunder. If these change of control provisions were triggered, the Company could seek a forbearance, waiver or amendment of the change of control provisions from the lenders, however there can be no assurance that the Company would be able to obtain such forbearance, waiver or amendment on acceptable terms or at all. If an event of default has occurred and is continuing, the entire outstanding balance under the 2021 Credit Agreement may (or, in the case of any bankruptcy event of default, shall) become immediately due and payable, and the Company will not make any excess distributions except to enable the General Partner to continue to qualify as a REIT under the IRS Code.

On May 6, 2021, the Company drew the full \$150 million available under the 2021 Term Loan and borrowed \$145 million from the 2021 Credit Facility to retire the Company's Senior Unsecured Notes. In June 2021, the Company paid down a total of \$123 million of borrowings under the 2021 Term Loan, using sales proceeds from several of the Company's suburban office property dispositions. On July 27, 2021, the Company repaid the outstanding balance of the 2021 Term Loan of \$27 million, using proceeds from the disposition of a suburban office property previously held for sale.

Mortgages, Loans Payable and Other Obligations

The Company has other mortgages, loans payable and other obligations which consist of various loans collateralized by certain of the Company's rental properties. Payments on mortgages, loans payable and other obligations are generally due in monthly installments of principal and interest, or interest only.

Debt Strategy

The Company does not intend to reserve funds to retire the Company's outstanding borrowings under its revolving credit facility or its mortgages, loans payable and other obligations upon maturity. Instead, the Company will seek to retire such debt primarily with available proceeds to be received from the Company's planned sales of its assets, as well as obtaining additional mortgage financings on or before the applicable maturity dates. If it cannot raise sufficient proceeds to retire the maturing debt, the Company may draw on its revolving credit facility to retire the maturing indebtedness, which would reduce the future availability of funds under such facility. As of May 2, 2022, the Company had outstanding borrowings of \$103 million under its revolving credit facility. The Company is reviewing various financing and refinancing options, including the issuance of additional, or exchange of current, unsecured debt of the Operating Partnership or common and preferred stock of the General Partner, and/or obtaining additional mortgage debt of the Operating Partnership, some or all of which may be completed in 2022. The Company currently anticipates that its available cash and cash equivalents, cash flows from operating activities and proceeds from the sale of real estate assets and joint ventures investments, together with cash available from borrowings and other sources, will be adequate to meet the Company's capital and liquidity needs in the short term. However, if these sources of funds are insufficient or unavailable, due to current economic conditions or otherwise, or if capital needs to fund acquisition and development opportunities in the multifamily rental sector arise, the Company's ability to make the expected distributions discussed in "REIT Restrictions" above may be adversely affected.

Equity Financing and Registration Statements

Dividend Reinvestment and Stock Purchase Plan

The Company has a Dividend Reinvestment and Stock Purchase Plan (the "DRIP") which commenced in March 1999 under which approximately 5.5 million shares of the General Partner's common stock have been reserved for future issuance. The DRIP provides for automatic reinvestment of all or a portion of a participant's dividends from the General Partner's shares of common stock. The DRIP also permits participants to make optional cash investments up to \$5,000 a month without restriction and, if the Company waives this limit, for additional amounts subject to certain restrictions and other conditions set forth in the DRIP prospectus filed as part of the Company's effective registration statement on Form S-3 filed with the Securities and Exchange Commission ("SEC") for the approximately 5.5 million shares of the General Partner's common stock reserved for issuance under the DRIP.

Shelf Registration Statements

The General Partner has an effective shelf registration statement on Form S-3 filed with the SEC for an aggregate amount of \$2.0 billion in common stock, preferred stock, depositary shares, and/or warrants of the General Partner, under which \$200 million of shares of common stock have been allocated for sales pursuant to the Company's ATM Program commenced in December 2021 and no securities have been sold as of May 2, 2022.

The General Partner and the Operating Partnership also have an effective shelf registration statement on Form S-3 filed with the SEC for an aggregate amount of \$2.5 billion in common stock, preferred stock, depositary shares and guarantees of the General Partner and debt securities of the Operating Partnership, under which no securities have been sold as of May 2, 2022.

Off-Balance Sheet Arrangements

Unconsolidated Joint Venture Debt

The debt of the Company’s unconsolidated joint ventures generally provides for recourse to the Company for customary matters such as intentional misuse of funds, environmental conditions and material misrepresentations. The Company has agreed to guarantee repayment of a portion of the debt of its unconsolidated joint ventures. As of March 31, 2022, the outstanding balance of such debt, subject to guarantees, totaled \$190.5 million of which \$22 million was guaranteed by the Company.

The Company’s off-balance sheet arrangements are further discussed in Note 4: Investments in Unconsolidated Joint Ventures to the Financial Statements.

Funds from Operations

Funds from operations (“FFO”) (available to common stock and unit holders) is defined as net income (loss) before noncontrolling interests in Operating Partnership, computed in accordance with GAAP, excluding gains or losses from depreciable rental property transactions (including both acquisitions and dispositions), and impairments related to depreciable rental property, plus real estate-related depreciation and amortization. The Company believes that FFO is helpful to investors as one of several measures of the performance of an equity REIT. The Company further believes that as FFO excludes the effect of depreciation, gains (or losses) from property transactions and impairments related to depreciable rental property (all of which are based on historical costs which may be of limited relevance in evaluating current performance), FFO can facilitate comparison of operating performance between equity REITs.

FFO should not be considered as an alternative to net income available to common shareholders as an indication of the Company’s performance or to cash flows as a measure of liquidity. FFO presented herein is not necessarily comparable to FFO presented by other real estate companies due to the fact that not all real estate companies use the same definition. However, the Company’s FFO is comparable to the FFO of real estate companies that use the current definition of the National Association of Real Estate Investment Trusts (“NAREIT”).

As the Company considers its primary earnings measure, net income available to common shareholders, as defined by GAAP, to be the most comparable earnings measure to FFO, the following table presents a reconciliation of net income available to common shareholders to FFO, as calculated in accordance with NAREIT’s current definition, for the three months ended March 31, 2022 and 2021 (*in thousands*):

| | Three Months Ended March 31, | |
|---|---------------------------------|------------------|
| | 2022 | 2021 |
| Net income (loss) available to common shareholders | \$ (9,092) | \$ 7,623 |
| Add (deduct): Noncontrolling interests in Operating Partnership | (898) | (2,305) |
| Noncontrolling interests in discontinued operations | - | 3,067 |
| Real estate-related depreciation and amortization on continuing operations (a) | 28,859 | 30,122 |
| Real estate-related depreciation and amortization on discontinued operations | - | 659 |
| Continuing operations: Realized (gains) losses and unrealized (gains) losses on disposition of rental property, net | (1,836) | - |
| Discontinued operations: Realized (gains) losses and unrealized (gains) losses on disposition of rental property, net | - | (22,781) |
| Funds from operations available to common stock and Operating Partnership unitholders (b) | \$ 17,033 | \$ 16,385 |

(a) Includes the Company’s share from unconsolidated joint ventures, and adjustments for noncontrolling interests, of \$2,671 and \$2,275 for the three months ended March 31, 2022 and 2021, respectively.

Excludes non-real estate-related depreciation and amortization of \$325 and \$325 for the three months ended March 31, 2022 and 2021, respectively.

(b) Net income available to common shareholders for the three months ended March 31, 2022 and 2021 included \$2,932 and \$413, respectively, of land impairment charges and \$2,623 and zero, respectively, gains on disposition of developable land, which are included in the calculation to arrive at funds from operations as such gains relate to non-depreciable assets.

DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS

We consider portions of this information, including the documents incorporated by reference, to be forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in Section 21E of such 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,” “projected,” “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. Readers are cautioned not to place undue reliance on these forward-looking statements.

In addition, the extent to which the ongoing COVID-19 pandemic impacts us and our tenants and residents will depend on future developments, which are highly uncertain and cannot be predicted with confidence, including the scope, severity and duration of the pandemic, the actions taken to contain the pandemic or mitigate its impact, and the direct and indirect economic effects of the pandemic and containment measures, among others. Moreover, investors are cautioned to interpret many of the risks identified in the risk factors discussed in this Quarterly Report on Form 10-Q and our Annual Report on Form 10-K for the year ended December 31, 2021, as well as the risks set forth below, as being heightened as a result of the ongoing and numerous adverse impacts of COVID-19.

Among the factors about which we have made assumptions are:

- Ⓢ risks and uncertainties affecting the general economic climate and conditions, which in turn may have a negative effect on the fundamentals of our business and the financial condition of our tenants and residents;
- Ⓢ the value of our real estate assets, which may limit our ability to dispose of assets at attractive prices or obtain or maintain debt financing secured by our properties or on an unsecured basis;
- Ⓢ the extent of any tenant bankruptcies or of any early lease terminations;
- Ⓢ our ability to lease or re-lease space at current or anticipated rents;
- Ⓢ changes in the supply of and demand for our properties;
- Ⓢ changes in interest rate levels and volatility in the securities markets;
- Ⓢ our ability to complete construction and development activities on time and within budget, including without limitation obtaining regulatory permits and the availability and cost of materials, labor and equipment;
- Ⓢ our ability to attract, hire and retain qualified personnel;
- Ⓢ forward-looking financial and operational information, including information relating to future development projects, potential acquisitions or dispositions, leasing activities, capitalization rates, and projected revenue and income;
- Ⓢ changes in operating costs;
- Ⓢ our ability to obtain adequate insurance, including coverage for natural disasters and terrorist acts;
- Ⓢ our credit worthiness and the availability of financing on attractive terms or at all, which may adversely impact our ability to pursue acquisition and development opportunities and refinance existing debt and our future interest expense;
- Ⓢ changes in governmental regulation, tax rates and similar matters; and
- Ⓢ other risks associated with the development and acquisition of properties, including risks that the development may not be completed on schedule, that the tenants or residents will not take occupancy or pay rent, or that development or operating costs may be greater than anticipated.

For further information on factors which could impact us and the statements contained herein, see Item 1A: Risk Factors in our Annual Report on Form 10-K for the year ended December 31, 2021. We assume no obligation to update and supplement forward-looking statements that become untrue because of subsequent events, new information or otherwise.

Item 3. Quantitative And Qualitative Disclosures About Market Risk

Market risk is the exposure to loss resulting from changes in interest rates, foreign currency exchange rates, commodity prices and equity prices. In pursuing its business plan, the primary market risk to which the Company is exposed is interest rate risk. Changes in the general level of interest rates prevailing in the financial markets may affect the spread between the Company’s yield on invested assets and cost of funds and, in turn, its ability to make distributions or payments to its investors.

Approximately \$1.5 billion of the Company’s long-term debt as of March 31, 2022 bears interest at fixed rates and therefore the fair value of these instruments is affected by changes in market interest rates. The following table presents principal cash flows (in thousands) based upon maturity dates of the debt obligations and the related weighted-average interest rates by expected maturity dates for the fixed rate debt. The interest rates on the Company’s variable rate debt as of March 31, 2022 ranged from LIBOR plus 158 basis points to LIBOR plus 340 basis points. Assuming interest-rate swaps and caps are not in effect, if market rates of interest on the Company’s variable rate debt increased or decreased by 100 basis points, then the increase or decrease in interest costs on the Company’s variable rate debt would be approximately \$6.6 million annually and the increase or decrease in the fair value of the Company’s fixed rate debt as of March 31, 2022 would be approximately \$61.6 million.

| March 31, 2022 Debt, including current portion (\$/s in thousands) | 4/1/22 - 12/31/2022 | 2023 | 2024 | 2025 | 2026 | Thereafter | Sub-total | Other (a) | Total | Fair Value |
|---|--------------------------------|-------------|-------------|-------------|-------------|-------------------|------------------|------------------|--------------|-----------------------|
| Fixed Rate | \$ 428 | \$ 61,045 | \$ 311,403 | \$ 3,300 | \$ 598,407 | \$ 557,957 | \$ 1,532,540 | \$ (5,855) | \$ 1,526,685 | \$ 1,479,355 |
| Average Interest Rate | 4.85% | 3.59% | 3.43% | 3.98% | 3.85% | 3.69% | | | 3.70% | |
| Variable Rate | \$ 90,024 | \$ 89,000 | \$ 347,083 | \$ - | \$ 138,000 | \$ - | \$ 664,107 | \$ (3,849) | \$ 660,258 | \$ 660,258 |

(a) Adjustment for unamortized debt discount/premium, net, unamortized deferred financing costs, net, and unamortized mark-to-market, net as of March 31, 2022.

While the Company has not experienced any significant credit losses, in the event of a significant rising interest rate environment and/or economic downturn, defaults could increase and result in losses to the Company which could adversely affect its operating results and liquidity.

Item 4. Controls and Procedures

Veris Residential, Inc.

Disclosure Controls and Procedures. The General Partner’s management, with the participation of the General Partner’s chief executive officer and chief financial officer, has evaluated the effectiveness of the General Partner’s disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) as of the end of the period covered by this report. Based on such evaluation, the General Partner’s chief executive officer and chief financial officer have concluded that, as of the end of such period, the General Partner’s disclosure controls and procedures were effective in recording, processing, summarizing and reporting, on a timely basis, information required to be disclosed by the General Partner in the reports that it files or submits under the Exchange Act.

Changes In Internal Control Over Financial Reporting. There have not been any changes in the General Partner’s internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the fiscal quarter to which this report relates that have materially affected, or are reasonably likely to materially affect, the General Partner’s internal control over financial reporting.

Veris Residential, L.P.

Disclosure Controls and Procedures. The General Partner’s management, with the participation of the General Partner’s chief executive officer and chief financial officer, has evaluated the effectiveness of the Operating Partnership’s disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of the end of the period covered by this report. Based on such evaluation, the General Partner’s chief executive officer and chief financial officer have concluded that, as of the end of such period, the Operating Partnership’s disclosure controls and procedures were effective in recording, processing, summarizing and reporting, on a timely basis, information required to be disclosed by the Operating Partnership in the reports that it files or submits under the Exchange Act.

Changes In Internal Control Over Financial Reporting. There have not been any changes in the Operating Partnership’s internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the fiscal quarter to which this report relates that have materially affected, or are reasonably likely to materially affect, the Operating Partnership’s internal control over financial reporting.

**VERIS RESIDENTIAL, INC.
VERIS RESIDENTIAL, L.P.**

Part II – Other Information

Item 1. Legal Proceedings

There are no material pending legal proceedings, other than ordinary routine litigation incidental to its business, to which the Company is a party or to which any of its Properties are subject.

Item 1A. Risk Factors

There have been no material changes in our assessment of risk factors from those set forth in the Annual Report on Form 10-K for the year ended December 31, 2021 of the General Partner and the Operating Partnership.

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

- (a) None.
- (b) Not Applicable.
- (c) Not Applicable.

Item 3. Defaults Upon Senior Securities

- (a) Not Applicable.
- (b) Not Applicable.

Item 4. Mine Safety Disclosures

Not Applicable.

Item 5. Other Information

- (a) Not Applicable.
- (b) Not Applicable.

Item 6. Exhibits

The exhibits required by this item are set forth on the Exhibit Index attached hereto.

**VERIS RESIDENTIAL, INC.
VERIS RESIDENTIAL, L.P.
EXHIBIT INDEX**

| Exhibit Number | Exhibit Title |
|---------------------------|---|
| 10.1# | Executive Employment Agreement, dated January 11, 2022, by and between Amanda Lombard and Veris Residential, Inc. (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K dated January 11, 2022 and incorporated herein by reference). |
| 10.2# | Independent Consulting Services Agreement dated as of January 18, 2022 by and between Veris Residential, Inc. and Giovanni M. DeBari (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K dated January 24, 2022 and incorporated herein by reference). |
| 10.3# | Amendment to Amended and Restated Executive Employment Agreement dated as of February 1, 2022 by and between Veris Residential, Inc. and David Smetana (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K dated February 2, 2022 and incorporated herein by reference). |
| 10.4# | Amended and Restated Executive Employment Agreement dated March 28, 2022 by and between Amanda Lombard and Veris Residential, Inc. (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K dated March 30, 2022 and incorporated herein by reference). |
| 10.5# | Independent Consulting Services Agreement dated as of April 19, 2022 by and between Veris Residential, Inc. and Gary T. Wagner (filed as Exhibit 10.1 to the Company's Amended Current Report on Form 8-K/A dated March 30, 2022 and incorporated herein by reference). |
| 10.6#* | Executive Employment Agreement, dated March 25, 2022, by and between Jeffrey Turkanis and Veris Residential, Inc. |
| 10.7#* | Executive Employment Agreement, dated March 25, 2022, by and between Taryn Fielder and Veris Residential, Inc. |
| 31.1* | Certification of the General Partner's Chief Executive Officer, Mahbod Nia, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, with respect to the General Partner. |
| 31.2* | Certification of the General Partner's Chief Financial Officer, Amanda Lombard, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, with respect to the General Partner. |
| 31.3* | Certification of the General Partner's Chief Executive Officer, Mahbod Nia, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, with respect to the Operating Partnership. |
| 31.4* | Certification of the General Partner's Chief Financial Officer, Amanda Lombard, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002, with respect to the Operating Partnership. |
| 32.1* | Certification of the General Partner's Chief Executive Officer, Mahbod Nia and the General Partner's Chief Financial Officer, Amanda Lombard, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, with respect to the General Partner. |
| 32.2* | Certification of the General Partner's Chief Executive Officer, Mahbod Nia and the General Partner's Chief Financial Officer, Amanda Lombard, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, with respect to the Operating Partnership. |
| 101.1* | The following financial statements from Veris Residential, Inc. and Veris Residential, L.P. from their combined Report on Form 10-Q for the quarter ended March 31, 2022 formatted in Inline XBRL: (i) Consolidated Balance Sheets (unaudited), (ii) Consolidated Statements of Operations (unaudited), (iii) Consolidated Statements of Comprehensive Income (Loss) (unaudited), (iv) Consolidated Statements of Changes in Equity (unaudited), (v) Consolidated Statements of Cash Flows (unaudited) and (vi) Notes to Consolidated Financial Statements (unaudited). |
| 104.1* | The cover page from this Quarterly Report on Form 10-Q, formatted in Inline XBRL. |

* filed herewith

management contract or compensatory plan or arrangement

**VERIS RESIDENTIAL, INC.
VERIS RESIDENTIAL, L.P.**

Signatures

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

Veris Residential, Inc.
(Registrant)

Date: May 4, 2022

By: /s/ Mahbod Nia
Mahbod Nia
Chief Executive Officer
(principal executive officer)

Date: May 4, 2022

By: /s/ Amanda Lombard
Amanda Lombard
Chief Financial Officer
(principal financial officer and principal accounting officer)

Veris Residential, L.P.
(Registrant)
By: Veris Residential, Inc.
its General Partner

Date: May 4, 2022

By: /s/ Mahbod Nia
Mahbod Nia
Chief Executive Officer
(principal executive officer)

Date: May 4, 2022

By: /s/ Amanda Lombard
Amanda Lombard
Chief Financial Officer
(principal financial officer and principal accounting officer)

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the “Agreement”) is entered into on March 25, 2022 (the “Effective Date”), by and between Jeffrey Turkanis (the “Executive”), and Veris Residential, Inc., a Maryland corporation (the “Company”) with offices at Harborside 3, 210 Hudson St., Suite 400, Jersey City, NJ 07311.

RECITALS

WHEREAS, the Company desires to employ Executive as its Executive Vice President and Chief Investment Officer and to enter into this Agreement to set forth the terms and conditions of employment, and Executive desires to accept such employment, pursuant to the terms and conditions set forth herein;

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

1. Employment.

The Company hereby agrees to employ Executive, and Executive hereby agrees to accept such employment, upon the terms and conditions set forth in this Agreement. Effective as of the Effective Date, the terms and conditions of Executive’s employment shall be governed by the terms of this Agreement, which shall supersede all prior understandings and agreements, written or oral, with respect to Executive’s employment.

2. Employment Period.

(a) Subject to Sections 3(b) and 5 hereof, the Company agrees to employ Executive, and Executive agrees to continue to be employed by the Company, in each case pursuant to this Agreement, for a period commencing on April 4, 2022 (the “Start Date”) and ending December 31, 2024 (the “Term”). On each December 31 during the Term, commencing with December 31, 2024, the Term will be automatically extended for an additional one year, through the following December 31, unless either party notifies the other party in writing, not fewer than ninety (90) days prior to such December 31, that it has elected not to extend the Term, in which event the Term shall expire on such December 31.

(b) Notwithstanding anything contained herein to the contrary: (i) Executive’s employment with the Company may be terminated by the Company or Executive during the Term, subject to the terms and conditions of this Agreement; and (ii) nothing in this Agreement shall mandate or prohibit a continuation of Executive’s employment following the expiration of the Term upon such terms and conditions as the Board of Directors of the Company (the “Board”), and Executive may mutually agree. Executive’s period of employment pursuant to this Agreement shall hereinafter be referred to as the “Employment Period”.

3. Duties and Responsibilities.

(a) During the Employment Period, Executive shall be employed and serve as the Executive Vice President and Chief Investment Officer of the Company reporting directly to the

Chief Executive Officer of the Company (the “CEO”). In such position, Executive shall perform such duties, functions and responsibilities during the Employment Period, commensurate with Executive’s position, as reasonably and lawfully directed by the CEO.

(b) Executive shall devote substantially all of Executive’s business time, attention and efforts to the performance of Executive’s duties under this Agreement, render such services to the best of Executive’s ability, and use Executive’s reasonable best efforts to promote the interests of the Company (which, for all purposes of this Section 3(b), shall mean the Company and its subsidiaries (together the “Company Group”). Without limiting the foregoing, Executive shall not engage in any other business, occupation or related activity during the Employment Period that (i) conflicts with the interests of the Company or its subsidiaries, (ii) interferes with the proper and efficient performance of Executive’s duties for the Company, or (iii) interferes with the exercise of Executive’s judgment in the Company’s best interests. Notwithstanding the foregoing or any other provision of this Agreement, it shall not be a breach or violation of this Agreement for Executive to (iv) with the advance approval of the Board or the Governance Committee of the Board (not to be unreasonably withheld), serve on corporate boards or committees, (v) serve on civic or charitable boards or committees (vi) deliver lectures, fulfill speaking engagements or teach at educational institutions, or (vii) manage personal investments, including real estate investments, so long as such activities do not interfere with or detract from the performance of Executive’s responsibilities to the Company in accordance with this Agreement, and provided that any real estate investments or activities, other than those disclosed to the Company in writing prior to the Effective Date, shall be limited to passive, non-controlling investments and activities.

4. Compensation and Benefits.

(a) Base Salary. Effective on the Start Date and during the Employment Period, the Company shall pay Executive an annual base salary in the amount of \$400,000 (as may be adjusted pursuant to the following sentence, the “Annual Base Salary”), payable in installments consistent with the Company’s normal payroll schedule, subject to applicable withholding and other taxes. Executive’s Annual Base Salary shall be reviewed, at least annually, for merit increases and may, by action and in the discretion of the Board or its Compensation Committee (the “Compensation Committee”), be increased at any time or from time to time, but may not be decreased from the then current Annual Base Salary without Executive’s prior written consent.

(b) Incentive Compensation/Bonuses. In addition, Executive shall be eligible to receive incentive compensation as follows:

(i) Bonus Opportunity: For each fiscal year during the Employment Period, Executive shall be eligible to receive an annual bonus (the “Annual Bonus”) under the terms of the Company’s annual bonus plan as in effect from time to time, based on the achievement of performance criteria established by the Board or the Compensation Committee within the first three (3) months of each fiscal year during the Employment Period. Executive shall be eligible to receive an Annual Bonus equal to fifty percent (50%) of Executive’s Annual Base Salary if threshold performance is attained, an Annual Bonus equal to one hundred percent (100%) of Executive’s Annual Base Salary (“Target Bonus”) if target performance is attained and an Annual Bonus equal to one hundred and fifty percent (150%) of Executive’s Annual Base Salary if performance equals or exceeds the maximum performance level established; provided that

Executive's Annual Bonus for fiscal year 2022 shall be computed such that Executive was deemed to have commenced employment on January 1, 2022. For fiscal year 2022, the Annual Bonus shall be no less than one hundred percent (100%) of Executives Annual Base Salary. Payment of Annual Bonuses to Executive, if any, shall be made in the same manner and at the same time that other senior-level executives receive their annual bonus awards, but in any event on or before March 15 following the end of the applicable performance year.

(ii) Sign-on Bonus Award: Executive shall receive a one-time sign-on bonus of \$275,000 within thirty (30) days following the Effective Date. In the event that Executive resigns without Good Reason or is terminated for Cause within one year after the Effective Date, Executive shall promptly repay the sign-on bonus in full.

(iii) Long Term Incentive Opportunity: During the Employment Period, for each year, inclusive of the 2022 fiscal year, Executive shall be eligible to be granted an annual long term incentive or equity award (the "Annual LTI") as determined by the Board or the Compensation Committee in its sole discretion under such plans and programs as may be in effect for other senior-level executives at the time of grant; provided that the Annual LTI award for the 2022 fiscal year will have a target value equal to \$500,000 and will be made as soon as practicable following the Start Date and no later than April 30, 2022.

(iv) Sign-on Equity Award: Executive shall be granted a one-time long term incentive award as soon as practicable following the Start Date (and no later than April 30, 2022) as follows:

A. A one-time grant of restricted stock units with a target value equal to \$425,000 (the "Sign-On RSU Award"), which will vest fifty percent (50%) on the first anniversary of the grant date and twenty-five percent (25%) on each of the next two anniversaries of the grant date, subject to Executive's continued employment.

B. A one-time grant of 250,000 stock options, each of which shall have an exercise price equal to the Company's closing stock price on the grant date and a six (6) year term (the "Sign-On Stock Option Award"). The Sign-On Stock Option Award will be subject to the terms and conditions set forth in the Stock Option Agreement attached as Annex A.

(v) Taxes and Withholding. Anything in this Agreement to the contrary notwithstanding, all payments required to be made by the Company hereunder to Executive or Executive's estate or beneficiaries shall be subject to the withholding of such amounts relating to taxes as the Company may reasonably determine it should withhold pursuant to any applicable law or regulation. In lieu of withholding such amounts, in whole or in part, the Company may, in its sole discretion, accept other provisions for payment of taxes and withholding as required by law, provided it is satisfied that all requirements of law affecting its responsibilities to withhold have been satisfied.

(c) Additional Benefits. In addition to the compensation specified above and other benefits provided pursuant to this Section 4, Executive shall be entitled to the following benefits:

(i) participation in the Company's 401(k) Savings and Retirement Plan (subject to statutory rules and maximum contributions and non-discrimination requirements applicable to 401(k) plans) and eligibility to participate in such other benefit plans and programs, including but not limited to any other incentive compensation plans or programs (whether or not employee benefit plans or programs), as maintained by the Company from time to time and made generally available to executives of the Company with such participation to be consistent with reasonable Company guidelines applicable to senior executives and each pursuant to the terms and conditions of such benefit plan as they may exist from time to time;

(ii) participation in any health insurance, disability insurance, paid vacation, group life insurance, other welfare benefit program, or perquisites made generally available to executives of the Company, subject to the general eligibility and participation provisions set forth in such plans;

(iii) participation in all deferred compensation, retirement or other benefit plans or perquisites as may be provided to any other executive of the Company on terms and conditions at least as favorable to Executive as the terms and conditions generally applicable to all other executives of the Company who are also executive officers of the Company (as defined in Rule 3b-7 of the Securities Exchange Act of 1934, as amended (the "Exchange Act")); and

(iv) upon the submission of proper substantiation by Executive, and subject to such rules and guidelines as the Company may from time to time adopt with respect to the reimbursement of expenses of executive personnel, reimbursement for all reasonable expenses actually paid or incurred by Executive during the Employment Period in the course of and pursuant to the business of the Company.

(v) reimbursement of Executive's reasonable, out-of-pocket attorneys' fees incurred in connection with the negotiation of the terms of this Agreement (including the exhibits hereto), not to exceed \$15,000 in the aggregate. Such reimbursement shall be paid within thirty (30) days following Executive's submission of an invoice to the Company documenting such attorneys' fees, which Executive shall submit promptly following execution of this Agreement.

(d) Location. Executive and the Company agree that Executive shall be based in the Boston, M.A. metropolitan area to perform his duties, subject to reasonable travel requirements.

5. Termination of Employment; Severance Agreement.

(a) Termination. The Employment Period, and Executive's employment with the Company, shall terminate upon the earliest to occur of (i) Executive's death, (ii) a termination by the Company by reason of Executive's Disability, (iii) a termination by the Company with or without Cause, or (iv) a termination by Executive with or without Good Reason. Upon any termination of Executive's employment for any reason, except as may otherwise be requested by the Company in writing and agreed upon in writing by Executive, Executive is deemed to have resigned and agrees to execute any necessary documents to resign from any and all directorships, committee memberships or any other positions Executive holds with the Company, any of its subsidiaries or any third party boards or committees of which Executive is a member for or on behalf of the Company or as a result of Executive's employment with the Company. For the

avoidance of doubt, the expiration of the Term in accordance with Section 2(a) shall not be considered a termination of Executive's employment by the Company with or without Cause or the resignation of Executive for Good Reason or otherwise, and Executive's employment shall not be considered to have been constructively terminated for any reason unless Executive resigns for Good Reason in accordance with this Agreement.

(b) Notice of Termination. Any termination of Executive's employment by the Company or any such termination by Executive (other than on account of death) shall be communicated by written Notice of Termination to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated. In the event of the termination of Executive's employment on account of death, written Notice of Termination shall be deemed to have been provided on the date of death.

(c) "Cause" shall mean the intentional and willful commission by Executive of any of the following acts or omissions:

(i) willful and continued failure to use best efforts to substantially perform Executive's duties to the Company (other than any such failure resulting from Executive's incapacity due to physical or mental illness) for a period of thirty (30) days after written demand for substantial performance is delivered by the Company specifically identifying the manner in which the Company believes Executive has not substantially performed Executive's duties;

(ii) material and continued failure to comply with Executive's obligations under any written policy of the Company applicable to senior executives as approved by the Board from time to time for a period of thirty (30) days after written demand for substantial compliance is delivered by the Company specifically identifying the manner in which the Company believes Executive has not substantially complied;

(iii) any act of fraud, embezzlement, misappropriation, or misuse for personal benefit of the assets or property of the Company; or

(iv) a conviction of or plea of "guilty" or "no contest" to a felony under the laws of the United States or any state thereof;

For purposes of this Section 5(c), no act, or failure to act, on Executive's part shall be considered "willful" unless done, or omitted to be done, by Executive not in good faith and without reasonable belief that Executive's action or omission was in furtherance of, or not opposed to, the interests of the Company.

(d) "Change in Control" shall mean that any of the following events has occurred:

(i) any "person" or "group" of persons (as such terms are used in Sections 13 and 14 of the Exchange Act) other than any member of the Company Group, or any employee benefit plan sponsored by the Company Group, becomes the "beneficial owner" (as such term is

defined in Rule 13d-3 under the Exchange Act) of 30% or more of the shares of common stock of the Company issued and outstanding immediately prior to such acquisition;

(ii) any shares of common stock of the Company are purchased pursuant to a tender or exchange offer, other than an offer by the Company, that results in any “person” or “group” of persons (as such terms are used in Sections 13 and 14 of the Exchange Act) becoming the “beneficial owner” (as such term is defined in Rule 13d-3 under the Exchange Act) of 30% or more of the shares of common stock of the Company issued and outstanding immediately prior to such tender or exchange offer;

(iii) individuals who, on the date of this Agreement, constitute the Board (the “Incumbent Directors”) cease for any reason to constitute at least a majority of the Board; provided that (x) any person becoming a member of the Board after the date of this Agreement whose election or nomination for election was approved by a vote of at least two-thirds of the Incumbent Directors then on the Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without minuted objection to such nomination) shall be an Incumbent Director and (y) no individual initially elected or nominated as a member of the Board after the date of this Agreement as a result of an actual or threatened election contest or other actual or threatened solicitation of proxies or consents by or on behalf of a person (as such term is used in Sections 13 of the Exchange Act) other than the Board, including by reason of any agreement intended to avoid or settle any such election contest or proxy contest, shall be deemed an Incumbent Director; or

(iv) the dissolution or liquidation of the Company or the consummation of any merger or consolidation of the Company or any sale or other disposition of all or substantially all of its assets, in each case, if the shareholders of the Company immediately prior to such transaction “beneficially own” (as such term is defined in Rule 13d-3 under the Exchange Act), immediately after consummation of such transaction, equity securities (other than options and other rights to acquire equity securities) representing less than 50% of the voting power of the surviving, successor or acquiring entity (or the ultimate parent entity thereof).

(e) “Change in Control Period” shall mean the period commencing on the earlier of (i) the date that a Change in Control is consummated or (ii) three (3) months prior to the date that a Change in Control occurs (provided it is actually consummated), and in either case ending on the first anniversary of the Change in Control.

(f) “Code” shall mean the Internal Revenue Code of 1986, as amended.

(g) “Disability” shall mean the inability of Executive, as a result of any medically determinable physical or mental disease, injury, or congenital condition, to substantially perform Executive’s principal duties to the Company, with or without reasonable accommodation, for a continuous period of one hundred and eighty (180) days, or periods aggregating two hundred and seventy (270) days in any twelve (12) month period.

(h) “Good Reason” shall mean, without the express written consent of Executive, the occurrence of any of the following circumstances during the Employment Period:

(i) the material diminishment of Executive's authority, duties or responsibilities, it being understood that during a Change in Control Period, Good Reason shall be deemed to have occurred if Executive is not in the same position and with the same authority, duties and responsibility applicable to the Executive immediately prior to the Change in Control Period;

(ii) a material reduction in Executive's Annual Base Salary, it being understood that any reduction below the Base Salary as in effect as of the Start Date shall constitute Good Reason;

(iii) a Company-required change of more than 50 miles in radius from the geographic location of the Executive's current location at which Executive must perform the services under this Agreement;
or

(iv) the failure of the Company to obtain agreement from any successor to assume and agree to perform this Agreement.

Notwithstanding the foregoing, Executive shall not be considered to have resigned for Good Reason unless Executive gives the Company written notice of resignation, specifying in reasonable detail the circumstance constituting Good Reason, not more than thirty (30) days after the occurrence of such circumstance, the Company fails to cure (to the extent curable) such circumstance within thirty (30) days after receipt of such notice and Executive terminates Executive's employment within three hundred and sixty-five (365) days after the expiration of such cure period; provided, that if the Company does cure such circumstance within such period Executive may withdraw Executive's notice of resignation without prejudice within ten (10) days after the end of the cure period.

(i) "Termination Date" shall mean the date on which Executive's employment is terminated for any reason.

The definitions contained in Sections 5(c) through 5(i) shall apply for all purposes under this Agreement.

6. Severance Benefits Resulting from Death or Disability.

Upon a termination of Executive's employment by reason of death or Disability whether before or after the expiration of the Term, Executive (or the representative of Executive's estate) shall be entitled to receive the following payments and benefits, subject to compliance in the case of Disability with the release requirement of Section 9 and except as otherwise provided in Sections 13(h) and 15(e):

(a) The following "Accrued Obligations", payable as and when those amounts would have been payable had the Employment Period not ended:

(i) all accrued but unpaid Base Salary through the Termination Date;

(ii) any unpaid or unreimbursed expenses incurred in accordance with Company policy to the extent incurred during the Employment Period;

(iii) any accrued but unpaid benefits provided under the Company's employee benefit plans (not including any severance, separation pay, or supplemental unemployment benefit plan), subject to and in accordance with the terms of those plans;

(iv) any earned but unpaid Annual Bonus in respect to any completed fiscal year that has ended on or prior to the Termination Date; and

(v) rights to indemnification by virtue of Executive's position as an officer or director of the Company or its subsidiaries and the benefits under any directors' and officers' liability insurance policy maintained by the Company, in accordance with its terms thereof.

(b) An amount equal to Executive's Annual Bonus for the year in which the Termination Date occurs, based upon the Company's actual performance for the year, multiplied by a fraction, the numerator of which is the number of days in such year through and including the Termination Date and the denominator of which is the total number of days in such year, payable at the same time that Annual Bonuses are paid to active employees.

7. Severance Benefits upon Termination Without Cause, or Resignation for Good Reason, each during the Term or a Change in Control Period.

In the event that either during the Term or thereafter during a Change in Control Period (i) the Company terminates Executive's employment for any reason other than Cause or Disability, or (ii) Executive resigns for Good Reason, Executive shall be entitled to receive the following payments and benefits, subject to compliance with the release requirement of Section 9 and except as otherwise provided in Sections 13(h) and 15(e):

(a) All payments and benefits described in Section 6.

(b) A lump sum cash payment in an amount equal to one and one-half (1.5) times the sum of (i) Executive's Annual Base Salary immediately prior to the Termination Date (without regard to any reduction which occasioned a Good Reason termination), and (ii) Executive's Target Bonus for the year during which the Termination Date occurs (or, if greater, Executive's Target Bonus that is not less than 100% of the Base Salary as set forth in this Agreement), payable as soon as practicable after the Termination Date; provided however, that if such termination occurs during a Change in Control Period, the lump sum cash payment shall be in an amount equal to two (2) times the sum of (i) Executive's Annual Base Salary (without regard to any reduction which occasioned a Good Reason termination) immediately prior to the Termination Date, and (ii) Executive's Target Bonus for the year during which the Termination Date occurs (or, if greater, Executive's Target Bonus that is not less than 100% of the Base Salary as set forth in this Agreement).

(c) If Executive elects, on behalf of Executive or Executive's eligible dependents, to continue medical coverage under any medical plan of the Company pursuant to the provisions of Section 4980B of the Code or any other applicable law ("COBRA"), and such election is available to Executive pursuant to then governing law, and complies with all requirements for such coverage, an amount, payable not later than the last day of each month that such coverage is in effect, up to a maximum of eighteen (18) months, (or such shorter maximum duration as governing law may then allow) equal to the excess, if any, of the premium paid by Executive for such

coverage pursuant to COBRA over the premium that would be paid by an active employee for comparable coverage (the “Medical Continuation”). If Executive’s continuation coverage is terminated for any reason other than dictate of governing law prior to the end of such eighteen (18) month period, the Company’s obligations under this Section 7(c) shall terminate, regardless of whether the termination of Executive’s coverage constitutes a second qualifying event as defined by COBRA with respect to any other dependent.

(d) Any unvested portion of the Executive’s Sign-On RSU Award and Sign-On Stock Option Award shall vest in full and such option shall remain exercisable for the full term of the option.

8. Compensation or Severance Benefits upon Termination of Employment by the Company for Cause, Termination by the Company Without Cause following the Term, Resignation by Executive without Good Reason, or Resignation by Executive following the Term.

(a) Termination by the Company for Cause or Resignation without Good Reason during the Term. In the event the Company terminates Executive’s employment for Cause (whether during the Term or thereafter), or Executive resigns without Good Reason prior to the expiration of the Term, Executive shall only be entitled to receive the Accrued Obligations, payable as and when those amounts would have been payable had the Employment Period not ended.

(b) Termination by the Company without Cause or Resignation by Executive with Good Reason following the Term. In the event that following the expiration of the Term on its own accord (assuming Executive’s employment has not been terminated prior to such date), the Company terminates Executive’s employment for any reason other than as set forth in Sections 6, 7 or 8(a), or Executive resigns with Good Reason, Executive shall be entitled to receive the Accrued Obligations. In addition, in the event of termination by the Company without Cause or by Executive for Good Reason upon or following the expiration of the Term, any unvested portion of the Executive’s Sign-On RSU Award and Sign-On Stock Option Award shall vest in full. For the avoidance of doubt, expiration of the Term on its own accord shall not be deemed a termination by Company.

(c) Resignation by Executive without Good Reason following the Term. In the event that following the expiration of the Term on its own accord (assuming Executive’s employment has not been terminated prior to such date), Executive resigns without Good Reason, Executive shall be entitled to receive the Accrued Obligations. For the avoidance of doubt, expiration of the Term on its own accord shall not be deemed a resignation by Executive.

9. Release.

Notwithstanding anything to the contrary above, all benefits and payments that may become payable pursuant to Section 6, 7 or 8 (other than the Accrued Obligations) are conditioned on Executive, or the representative of Executive’s estate, executing a release of claims and covenant not to sue, in form attached hereto as Exhibit A (the “Release”), and the period provided in such Release having expired without Executive exercising Executive’s right to revoke, not later

than sixty (60) days after the Termination Date (subject to Section 15(e)(iv)), and if Executive 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, Executive shall have no right to any such payment or benefit.

10. Effect on Employee Benefit Plans and Programs and Long-Term Incentive and Equity Awards; Adjustment of Payments and Benefits.

(a) Effect on Employee Benefit Programs. The termination of Executive's employment hereunder, whether by the Company or Executive, shall have no effect on the rights and obligations of the parties hereto under the Company's (i) welfare benefit plans including, without limitation, Medical Continuation as provided for herein and, health coverage thereafter but only to the extent required by law, and on the same basis applicable to other employees and (ii) 401(k) Plan but only to the extent required by law and pursuant to the terms of the 401(k) Plan.

(b) Effect on Long-Term Incentive and Equity Awards. The extent to which long-term incentive or equity awards held by Executive vest or become exercisable or payable as a result of a termination of employment for any reason shall be governed exclusively by the terms of the plan or award agreement governing such award.

(c) Adjustment of Payments and Benefits.

(i) Notwithstanding any provision of this Agreement to the contrary, if any payment or benefit to be paid or provided hereunder, when combined with any other amount payable to Executive, would be an "Excess Parachute Payment," within the meaning of Section 280G of the Code, or any successor provision thereto, but for the application of this sentence, then the payments and benefits to be paid or provided hereunder shall be reduced to the minimum extent necessary so that no portion of any such payment or benefit, as so reduced, constitutes an Excess Parachute Payment; provided, however, that the foregoing reduction shall be made only if and to the extent that such reduction would result in an increase in the aggregate payments and benefits to be provided, determined on an after-tax basis (taking into account the excise tax imposed pursuant to Section 4999 of the Code, or any successor provision thereto, any tax imposed by any comparable provision of state law, and any applicable federal, state and local income taxes). In the event that any payment or benefit intended to be provided hereunder is required to be reduced pursuant to this Section the reduction shall occur in the following order: (A) by first reducing or eliminating the portion of the payments which are not payable in cash and are not attributable to equity awards (other than that portion of the payments subject to clause (D) hereof), (B) then by reducing or eliminating cash payments (other than that portion of the payments subject to clause (D) hereof), (C) then by reducing or eliminating the portion of the payments which are not payable in cash and are attributable to equity awards (other than that portion of the Payments subject to clause (D) hereof) and (D) then by reducing or eliminating the portion of the Payments (whether payable in cash or not payable in cash) to which Treasury Regulation § 1.280G-1 Q/A 24(c) (or successor thereto) applies, in each case in reverse order beginning with payments or benefits which are to be paid the farthest in time.

(ii) The determination of whether the any payment or benefit shall be reduced as provided in Section 10(c)(i) hereof and the amount of such reduction shall be made at the Company's expense by an accounting firm selected by the Company from among the four (4)

largest accounting firms in the United States (the “Accounting Firm”). The Accounting Firm shall provide its determination (the “Determination”), together with supporting calculations and documentation, to the Company and Executive within forty five (45) days after Executive’s final day of employment, which Determination, absent manifest error, shall be binding, final and conclusive upon the Company and Executive. If the Accounting Firm determines that the payments and benefits to be provided to Executive will not result in any Excess Parachute Payments, it shall furnish Executive with an opinion to that effect. If the Accounting Firm determines that the payments and benefits to be provided to Executive will result in Excess Parachute Payments, it shall furnish Executive with an opinion that no Excess Parachute Payments will be made after the reductions contemplated by Section 10(c)(i) hereof.

11. Confidential Information.

(a) Executive understands and acknowledges that during Executive’s employment with the Company, Executive will be exposed to Confidential Information (as defined below), all of which is proprietary and which will rightfully belong to the Company (which, for all purposes of this Section 11, shall include the Company Group). Executive shall hold in a fiduciary capacity for the benefit of the Company such Confidential Information obtained by Executive during Executive’s employment with the Company and shall not, directly or indirectly, at any time, either during or after Executive’s employment with the Company terminates, without the Company’s prior written consent, use any of such Confidential Information or disclose any of such Confidential information to any individual or entity other than the Company or its employees, attorneys, accountants, financial advisors, consultants, or investment bankers except as required in the performance of Executive’s duties for the Company or as otherwise required by law, court order or an order of any governmental authority. Executive shall take all reasonable steps to safeguard such Confidential Information and to protect such Confidential Information against disclosure, misuse, loss or theft.

(b) The term “Confidential Information” shall mean any information not generally known in the relevant trade or industry or otherwise not generally available to the public, which was obtained from the Company or its predecessors or which was learned, discovered, developed, conceived, originated or prepared during or as a result of the performance of any services by Executive on behalf of the Company or its predecessors. For purposes of this Section 11, the Company shall be deemed to include any entity within the Company Group.

(c) Notwithstanding anything to the contrary in this Agreement, no provision contained in this Agreement is intended or should be construed to prevent or impede Executive from voluntarily communicating with any governmental agencies (including, without limitation, the Securities and Exchange Commission) regarding possible violations of law, or to limit Executive’s ability to seek or accept a financial award for providing information to any governmental agency.

(d) Notwithstanding any other provision of this Agreement, Executive is hereby notified that the immunity provisions in Section 1833 of title 18 of the United States Code provides: “An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint

or other document filed in a lawsuit or other proceeding, if such filing is made under seal.” In addition, nothing in this Agreement shall prohibit you from reporting possible violations of federal law or regulation to or otherwise cooperating with or providing information requested by any governmental agency or entity or making other disclosures or receiving an award for information provided to any governmental agency or entity, in each case that are protected under the whistleblower provisions of federal law or regulation (including, without limitation, Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002). You do not need the prior authorization of the Company to make any such reports or disclosures described in the preceding sentence and are not required to notify the Company that you have made such reports or disclosures.

12. Return of Documents.

Except for such items which are of a personal nature to Executive (e.g., daily business planner), all writings, records, and other documents and things containing any Confidential Information shall be the exclusive property of the Company, shall not be copied, summarized, extracted from, or removed from the premises of the Company, except in pursuit of the business of the Company, and shall be delivered to the Company, without retaining any copies, upon the termination of Executive’s employment or at any time as requested by the Company. Executive may, however, retain documents governing their outstanding equity awards.

13. Non-Compete; Non-Solicitation; Non-Disparagement.

Executive agrees that:

(a) Non-competition. During the Employment Period, and for a one (1) year period thereafter in the event Executive’s employment is terminated for any reason, Executive shall not, directly or indirectly (other than through a trust for which Executive does not exercise any control), anywhere within the United States, engage in, or own, invest in, manage or control any venture or enterprise primarily engaged in any multi-family residential property development, management or acquisition activities that are competitive with the activities of the Company (which, for all purposes of this Section 13, shall include the Company Group). Nothing herein shall prohibit Executive from being a passive owner of not more than five percent (5%) of the outstanding stock of any class of securities of a company or other entity engaged in such business which is publicly traded, or deferred compensation maintained with a prior employer, so long as Executive has no active participation in the business of such company or other entity. Notwithstanding the forgoing, in the event that Executive’s employment is terminated by the Company without Cause or the Executive resigns for Good Reason, in each case upon or following the Company’s election not to extend the Term pursuant to Section 2(a), this Section 13(a) shall not apply following Executive’s employment unless the Company elects to pay Executive severance benefits in accordance with Section 7 as though Executive were terminated without Cause during the Term.

(b) If, at the time of enforcement of this Section 13, a court shall hold that the duration, scope, area or other restrictions stated herein are unreasonable, the parties agree that reasonable maximum duration, scope, area or other restrictions may be substituted by such court for the stated duration, scope, area or other restrictions and upon substitution by such court, this Agreement shall be automatically modified without further action by the parties hereto.

(c) For purposes of this Section 13, the Company shall be deemed to include any entity which is controlled, directly or indirectly, by the Company and any entity of which a majority of the economic interest is owned, directly or indirectly, by the Company.

(d) Non-solicitation. Executive agrees that during the Employment Period, and for a one (1) year period thereafter, regardless of the reason for termination, Executive will not, without written consent of the Company, directly or indirectly, including causing, encouraging, directing or soliciting any other person to, contact, approach or solicit (other than, so long as Executive continues to be employed by the Company and makes such contact, approach or solicitation made on behalf of the Company) for the purpose of offering employment to or hiring (whether as an employee, consultant, agent, independent contractor or otherwise) or actually hire any person who is or has been employed or retained in the operation of the Company's business during the period commencing three (3) months prior to the date of such hiring or offering of employment, or induce, interfere with or solicit, or attempt to induce, interfere with or solicit, any person that is a current or former customer, supplier or other business relation of the Company to terminate its relationship or otherwise cease doing business in whole or in part or reduce the amount of business with the Company.

(e) Non-disparagement. Executive agrees not to disparage the Company or its past and present investors, officers, directors or employees. The Company shall not authorize any statement disparaging the Executive. Nothing herein requires or shall be read to imply that any testifying party under oath shall state anything other than the truth.

(f) Acknowledgements. Executive acknowledges and agrees that (i) Executive's obligation to comply with the restrictions in this Section 13 shall be independent of any obligation owed to Executive by the Company (whether under this Agreement or otherwise), and specifically shall not be dependent upon whether Executive is entitled to any form of severance pay or benefits pursuant to this Agreement or otherwise; (ii) no claim against the Company by Executive (whether under this Agreement or otherwise) shall constitute a defense to the enforcement by the Company or its affiliates of the restrictions in this Section 13, (iii) the time limitations and the geographic scope on the restrictions in this Section 13 are reasonable, (iv) the restrictions imposed under this Section 13 are reasonably necessary for the protection of the Company and its goodwill, Confidential Information, and other legitimate business interests and do not impose a greater restraint than necessary to provide such protection, (v) that through this Agreement, Executive shall receive adequate consideration for any loss of opportunity associated with the restrictions of this Section 13, and (vi) that the provisions of this Section 13 and its subparts provide a reasonable way of protecting Company's business value.

(g) Extension of Time. In the event that Executive breaches any covenant, obligation or duty in this Section 13, any such duty, obligation, or covenants to which the parties agreed by this Section 13 shall automatically toll from the date of the first breach, and all subsequent breaches, until the resolution of the breach through private settlement, judicial or other action, including all appeals. The duration and length of Executive's duties and obligations as agreed by this Section 13 shall continue upon the effective date of any such settlement, or judicial or other resolution.

(h) Legal and Equitable Remedies. Upon any material breach by Executive of any of the provisions of Sections 11, 12 or 13, Executive shall immediately, permanently and irrevocably forfeit without payment of consideration of any kind any and all rights to any of the benefits and payments otherwise payable to Executive pursuant to this Agreement (other than the Accrued Obligations). In addition, in view of the nature of the rights in goodwill, employee relations, trade secrets, and business reputation and prospects of the Company to be protected under Sections 11, 12 and 13, Executive understands and agrees that the Company could not be reasonably or adequately compensated in damages in an action at law for Executive's breach of Executive's obligations (whether individually or together) under Sections 11, 12 or 13. Accordingly, Executive specifically agrees that the Company shall be entitled to temporary and permanent injunctive relief, specific performance, and other equitable relief to enforce the provisions of Sections 11, 12 and 13, and that such relief may be granted without the necessity of proving actual damages, and without bond. EXECUTIVE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS IN SECTIONS 11, 12 AND 13 ARE ESSENTIAL AND MATERIAL TO THIS AGREEMENT, AND THAT UPON MATERIAL BREACH OF SECTIONS 11, 12 OR 13 BY EXECUTIVE, COMPANY IS ENTITLED TO WITHHOLD PROVIDING PAYMENTS OR CONSIDERATION, TO EQUITABLE RELIEF TO PREVENT CONTINUED BREACH, TO RECOVER DAMAGES AND TO SEEK ANY OTHER REMEDIES AVAILABLE TO COMPANY. This provision with respect to injunctive relief shall not, however, diminish the right of the Company to claim and recover damages or other remedies in addition to equitable relief.

14. Successors.

(a) Company's Successors. This Agreement may not be assigned by the Company except to a successor (whether by purchase, merger, consolidation or otherwise) to all or substantially all of the Company's business and/or assets, and the Company shall require any such successor to assume expressly and agree to perform this Agreement, in the same manner and to the same extent as the Company would be required to perform it in the absence of a succession. As used in this Agreement, "Company" shall mean the Company as defined herein and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law, contract or otherwise.

(b) Executive's Successors. This Agreement and all rights of Executive hereunder shall inure to the benefit of, and be enforceable by, Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees. No rights or obligations of Executive under this Agreement may be assigned or transferred by Executive other than Executive's rights to payments or benefits hereunder, which may be transferred only by will or the laws of descent and distribution.

15. Miscellaneous Provisions.

(a) Notice. Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered, on the first business day after being sent by reputable overnight courier, or on the third business day after being mailed by U.S. registered or certified mail, return receipt requested and postage prepaid, and addressed to Executive at the address shown on the Company's personnel records, or to the

Company at the address set forth below, or such other address as a party shall give notice of by notice given in the same manner:

Veris Residential, Inc.
Harborside 3
210 Hudson St., Suite 400
Jersey City, NJ 07311
Attn: Chief Executive Officer

(b) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

(c) Interpretation. When a reference is made in this Agreement to sections, subsections or clauses, such references shall be to a section, subsection or clause of this Agreement, unless otherwise indicated. The words “herein” and “hereof” mean, except where a specific section, subsection or clause reference is expressly indicated, the entire Agreement rather than any specific section, subsection or clause. The words “include”, “includes” and “including” when used in this Agreement shall be deemed to in each case to be followed by the words “without limitation”. The headings of the sections or subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof and shall not affect the construction or interpretation of this Agreement.

(d) Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

(e) Section 409A of the Code. To the extent applicable, it is intended that payments and benefits provided hereunder be exempt from or comply with Section 409A of the Code and the guidance promulgated thereunder (collectively, “Section 409A”). This Agreement shall be administered in a manner consistent with this intent and if Executive or the Company believes, at any time, that any of such payment or benefit is not exempt or does not so comply, Executive or the Company shall promptly advise the other party and will negotiate reasonably and in good faith to amend the terms of such arrangement such that it is exempt or complies (with the most limited possible economic effect on Executive and on the Company) or to minimize any additional tax, interest and/or penalties that may apply under Section 409A if exemption or compliance is not practicable. In furtherance of the foregoing, the following provisions shall apply notwithstanding anything to the contrary in this Agreement:

(i) To the extent applicable, each and every payment to be made pursuant to this Agreement shall be treated as a separate payment and not as one of a series of payments treated as a single payment for purposes of Treasury Regulation §1.409A-2(b)(2)(iii).

(ii) If Executive becomes entitled to receive any payment that constitutes deferred compensation subject to Section 409A upon a termination of employment, and such termination of employment does not constitute a “separation from service” as defined in Section

409A, payment of such amount shall be deferred, without interest, and paid on the earlier of the date Executive incurs a separation from service, as so defined (subject to subsection (f)(iii) below, or the date of Executive's death.

(iii) If Executive is a "specified employee", as defined in Section 409A on the date Executive incurs a separation from service, any amount that becomes payable by reason of such separation from service that constitutes deferred compensation subject to Section 409A, including any amount deferred pursuant to subsection (f)(ii) above, shall be deferred, without interest, and paid on the earlier of the first business day of the seventh month following the month that includes Executive's separation from service, or the date of Executive's death.

(iv) If the sixty (60) day period described in Section 9 ends in the calendar year following the year that includes the Termination Date, no amount that is subject to Section 409A, the payment of which is dependent upon the execution of the Release, shall be paid until the first business day of the calendar year following the year that includes the Termination Date, regardless of when the Release is signed.

(v) Any reimbursement of any expense payable to Executive that constitutes taxable income shall be paid not later than the last day of the year following the year in which the expense is incurred, and all reimbursements and in-kind benefits shall be paid in accordance with Treasury Regulation §1.409A-3(i)(1)(iv).

(vi) The Company shall not be obligated to guarantee any particular tax result for Executive with respect to any payment or benefit provided to Executive hereunder, and Executive shall be responsible for any taxes, additional taxes or penalties imposed on Executive in connection with any such payment or benefit with respect to Section 409A or any other obligation to pay taxes.

(f) Legal Fees. If any contest or dispute shall arise between the Company and Executive regarding or as a result of any provision of this Agreement, the Company shall reimburse Executive for all legal fees and expenses reasonably incurred by Executive in connection with such contest or dispute, but only if Executive is successful in respect of substantially all of Executive's claims pursued or defended in connection with such contest or dispute. Such reimbursement shall be made as soon as practicable following the resolution of such contest or dispute (whether or not appealed).

(g) Timing of and No Duplication of Payments. All payments payable to Executive pursuant to this Agreement shall be paid as soon as practicable after such amounts have become fully vested and determinable. In addition, Executive shall not be entitled to receive duplicate payments under any of the provisions of this Agreement.

(h) Modification or Waiver.

No amendment, modification, waiver, termination or cancellation of this Agreement shall be binding or effective for any purpose unless it is made in a writing signed by the party against whom enforcement of such amendment, modification, waiver, termination or cancellation is sought. No course of dealing between or among the parties to this Agreement shall be deemed to affect or to modify, amend or discharge any provision or term of this Agreement. No delay on the

part of the Company or Executive in the exercise of any of their respective rights or remedies shall operate as a waiver thereof, and no single or partial exercise by the Company or Executive of any such right or remedy shall preclude other or further exercise thereof. A waiver of right or remedy on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on any other occasion.

The respective rights and obligations of the parties hereunder shall survive Executive's termination of employment and termination of this Agreement to the extent necessary for the intended preservation of such rights and obligations.

(i) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey, without regard to principles of conflicts of laws thereunder. The parties agree that any dispute regarding this Agreement and/or Executive's employment shall be resolved in the Federal or State Courts of New Jersey for the county in which the Company's executive offices are located.

(j) Indemnification. In the event Executive is made party or threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of Executive's employment with or serving as an officer or employee of the Company, whether or not the basis of such Proceeding is alleged action in an official capacity, the Company shall indemnify, hold harmless and defend Executive to the fullest extent authorized by Maryland law, as the same exists and may hereafter be amended, against any and all claims, demands, suits, judgments, assessments and settlements including all expenses incurred or suffered by Executive in connection therewith (including, without limitation, all reasonable legal fees incurred using counsel reasonably acceptable to Executive) and such indemnification shall continue as to Executive even after Executive is no longer employed by the Company Group and shall inure to the benefit of her heirs, executors, and administrators. Expenses incurred by Executive in connection with any Proceeding shall be paid by the Company in advance upon request of Executive that the Company pay such expenses; but, only in the event that Executive shall have delivered in writing to the Company an undertaking in form and substance reasonably acceptable to the Company to reimburse the Company for expenses with respect to which Executive is not entitled to indemnification. The provisions of this Section shall remain in effect after this Agreement is terminated irrespective of the reasons for termination. The indemnification provisions of this Section shall not supersede or reduce any indemnification provided to Executive under any separate agreement, or the by-laws of the Company since it is intended that this Agreement shall expand and extend Executive's rights to receive indemnity.

(k) Survival of Agreements. The provisions of Sections 5, 6, 7, 8, 9, 10, 11, 12, 13 and 15 each shall survive the Term and termination of this Agreement.

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

Company:

VERIS RESIDENTIAL, INC.

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

Executive:

 /s/ Jeffrey Turkanis
Jeffrey Turkanis

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT (the “Agreement”) is entered into on March 25, 2022 (the “Effective Date”), by and between Taryn Fielder (the “Executive”), and Veris Residential, Inc., a Maryland corporation (the “Company”) with offices at Harborside 3, 210 Hudson St., Suite 400, Jersey City, NJ 07311.

RECITALS

WHEREAS, the Company desires to employ Executive as its Executive Vice President, General Counsel and Corporate Secretary and to enter into this Agreement to set forth the terms and conditions of employment, and Executive desires to accept such employment, pursuant to the terms and conditions set forth herein;

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

1. Employment.

The Company hereby agrees to employ Executive, and Executive hereby agrees to accept such employment, upon the terms and conditions set forth in this Agreement. Effective as of the Effective Date, the terms and conditions of Executive’s employment shall be governed by the terms of this Agreement, which shall supersede all prior understandings and agreements, written or oral, with respect to Executive’s employment.

2. Employment Period.

(a) Subject to Sections 3(b) and 5 hereof, the Company agrees to employ Executive, and Executive agrees to continue to be employed by the Company, in each case pursuant to this Agreement, for a period commencing on April 18, 2022, or such other date mutually agreed (the “Start Date”) and ending December 31, 2024 (the “Term”). On each December 31 during the Term, commencing with December 31, 2024, the Term will be automatically extended for an additional one year, through the following December 31, unless either party notifies the other party in writing, not fewer than ninety (90) days prior to such December 31, that it has elected not to extend the Term, in which event the Term shall expire on such December 31.

(b) Notwithstanding anything contained herein to the contrary: (i) Executive’s employment with the Company may be terminated by the Company or Executive during the Term, subject to the terms and conditions of this Agreement; and (ii) nothing in this Agreement shall mandate or prohibit a continuation of Executive’s employment following the expiration of the Term upon such terms and conditions as the Board of Directors of the Company (the “Board”), and Executive may mutually agree. Executive’s period of employment pursuant to this Agreement shall hereinafter be referred to as the “Employment Period”.

3. Duties and Responsibilities.

(a) During the Employment Period, Executive shall be employed and serve as the Executive Vice President, General Counsel and Corporate Secretary of the Company reporting directly to the Chief Executive Officer of the Company (the “CEO”). In such position, Executive shall perform such duties, functions and responsibilities during the Employment Period, commensurate with Executive’s position, as reasonably and lawfully directed by the CEO.

(b) Executive shall devote substantially all of Executive’s business time, attention and efforts to the performance of Executive’s duties under this Agreement, render such services to the best of Executive’s ability, and use Executive’s reasonable best efforts to promote the interests of the Company (which, for all purposes of this Section 3(b), shall mean the Company and its subsidiaries (together the “Company Group”). Without limiting the foregoing, Executive shall not engage in any other business, occupation or related activity during the Employment Period that (i) conflicts with the interests of the Company or its subsidiaries, (ii) interferes with the proper and efficient performance of Executive’s duties for the Company, or (iii) interferes with the exercise of Executive’s judgment in the Company’s best interests. Notwithstanding the foregoing or any other provision of this Agreement, it shall not be a breach or violation of this Agreement for Executive to (iv) with the advance approval of the Board or the Governance Committee of the Board (not to be unreasonably withheld), serve on corporate boards or committees, (v) serve on civic or charitable boards or committees (vi) deliver lectures, fulfill speaking engagements or teach at educational institutions, or (vii) manage personal investments, including real estate investments, so long as such activities do not interfere with or detract from the performance of Executive’s responsibilities to the Company in accordance with this Agreement, and provided that any real estate investments or activities, other than ownership, management, and/ or rental of personal homes or vacation properties, shall be limited to passive, non-controlling investments and activities.

4. Compensation and Benefits.

(a) Base Salary. Effective on the Start Date and during the Employment Period, the Company shall pay Executive an annual base salary in the amount of \$400,000 (as may be adjusted pursuant to the following sentence, the “Annual Base Salary”), payable in installments consistent with the Company’s normal payroll schedule, subject to applicable withholding and other taxes. Executive’s Annual Base Salary shall be reviewed, at least annually, for merit increases and may, by action and in the discretion of the Board or its Compensation Committee (the “Compensation Committee”), be increased at any time or from time to time, but may not be decreased from the then current Annual Base Salary without Executive’s prior written consent.

(b) Incentive Compensation/Bonuses. In addition, Executive shall be eligible to receive incentive compensation as follows:

(i) Bonus Opportunity: For each fiscal year during the Employment Period, Executive shall be eligible to receive an annual bonus (the “Annual Bonus”) under the terms of the Company’s annual bonus plan as in effect from time to time, based on the achievement of performance criteria established by the Board or the Compensation Committee within the first

three (3) months of each fiscal year during the Employment Period. Executive shall be eligible to receive an Annual Bonus equal to fifty percent (50%) of Executive's Annual Base Salary if threshold performance is attained, an Annual Bonus equal to one hundred percent (100%) of Executive's Annual Base Salary ("Target Bonus") if target performance is attained and an Annual Bonus equal to one hundred and fifty percent (150%) of Executive's Annual Base Salary if performance equals or exceeds the maximum performance level established; provided that Executive's Annual Bonus for fiscal year 2022 shall be computed such that Executive was deemed to have commenced employment on January 1, 2022, and shall be no less than \$400,000 (the "2022 Guaranteed Minimum Bonus"). Payment of Annual Bonuses to Executive, if any, shall be made in the same manner and at the same time that other senior-level executives receive their annual bonus awards, but in any event on or before March 15 following the end of the applicable performance year.

(ii) Long Term Incentive Opportunity: During the Employment Period, for each year, inclusive of the 2022 fiscal year, Executive shall be eligible to be granted an annual long term incentive or equity award (the "Annual LTI") as determined by the Board or the Compensation Committee in its sole discretion under such plans and programs as may be in effect for other senior-level executives at the time of grant; provided that the Annual LTI award for the 2022 fiscal year will have a grant date fair value equal to one hundred forty percent (140%) of Executive's Annual Base Salary and will be made within thirty days following the Start Date.

(iii) Sign-on Equity Award: Executive shall be granted a one-time long term incentive or equity award no later than thirty days following the Start Date with a grant date fair value equal to \$400,000, which will vest 60% on December 31, 2022, 20% on December 31, 2023 and 20% on the third anniversary of grant (the "Sign-On Equity Award"), subject to Executive's continued employment (which, for the avoidance of doubt, shall not be subject to performance vesting).

(iv) Taxes and Withholding. Anything in this Agreement to the contrary notwithstanding, all payments required to be made by the Company hereunder to Executive or Executive's estate or beneficiaries shall be subject to the withholding of such amounts relating to taxes as the Company may reasonably determine it should withhold pursuant to any applicable law or regulation. In lieu of withholding such amounts, in whole or in part, the Company may, in its sole discretion, accept other provisions for payment of taxes and withholding as required by law, provided it is satisfied that all requirements of law affecting its responsibilities to withhold have been satisfied.

(c) Additional Benefits. In addition to the compensation specified above and other benefits provided pursuant to this Section 4, Executive shall be entitled to the following benefits:

(i) participation in the Company's 401(k) Savings and Retirement Plan (subject to statutory rules and maximum contributions and non-discrimination requirements applicable to 401(k) plans) and eligibility to participate in such other benefit plans and programs, including but not limited to any other incentive compensation plans or programs (whether or not employee benefit plans or programs), as maintained by the Company from time to time and made generally available to executives of the Company with such participation to be consistent with

reasonable Company guidelines applicable to senior executives and each pursuant to the terms and conditions of such benefit plan as they may exist from time to time;

(ii) participation in any health insurance, disability insurance, paid vacation, group life insurance, other welfare benefit program, or perquisites made generally available to executives of the Company, subject to the general eligibility and participation provisions set forth in such plans;

(iii) participation in all deferred compensation, retirement or other benefit plans or perquisites as may be provided to any other executive of the Company on terms and conditions at least as favorable to Executive as the terms and conditions generally applicable to all other executives of the Company who are also executive officers of the Company (as defined in Rule 3b-7 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”));

(iv) upon the submission of proper substantiation by Executive, and subject to such rules and guidelines as the Company may from time to time adopt with respect to the reimbursement of expenses of executive personnel, reimbursement for all reasonable expenses actually paid or incurred by Executive during the Employment Period in the course of and pursuant to the business of the Company; and

(v) reimbursement of Executive’s reasonable, out-of-pocket attorneys’ fees incurred in connection with the negotiation of the terms of this Agreement (including the exhibits hereto), not to exceed \$15,000 in the aggregate. Such reimbursement shall be paid within thirty (30) days following Executive’s submission of an invoice to the Company documenting such attorneys’ fees, which Executive shall submit promptly following execution of this Agreement.

(d) Relocation. Executive and the Company agree that Executive shall be based in the Washington, D.C. metropolitan area to perform her duties, subject to reasonable travel requirements at the Company’s sole expense. The Executive agrees that she will make reasonable efforts to travel to the Company’s executive offices as reasonably required for business purposes from time to time. Provided that the Executive and the Company mutually agree at any point during the Employment Period that Executive will relocate to the New York metropolitan area, the Company will reimburse Executive for reasonable and direct expenses incurred in connection with (i) Executive’s and Executive’s family’s relocation from the Washington, DC metropolitan area to the New York metropolitan area in an amount not to exceed \$25,000, and (ii) Executive’s travel and lodging in searching for a home or commuting prior to Executive’s relocation for a period of not more than eighteen (18) months from the time the parties mutually agree on relocation, in each case as soon as reasonably practicable following the presentation of reasonably itemized statements of such expenses in accordance with the Company’s policies and procedures and in an amount not to exceed \$25,000.

5. Termination of Employment; Severance Agreement.

(a) Termination. The Employment Period, and Executive’s employment with the Company, shall terminate upon the earliest to occur of (i) Executive’s death, (ii) a termination by the Company by reason of Executive’s Disability, (iii) a termination by the Company with or without Cause, or (iv) a termination by Executive with or without Good Reason. Upon any

termination of Executive's employment for any reason, except as may otherwise be requested by the Company in writing and agreed upon in writing by Executive, Executive is deemed to have resigned and agrees to execute any necessary documents to resign from any and all directorships, committee memberships or any other positions Executive holds with the Company, any of its subsidiaries or any third party boards or committees of which Executive is a member for or on behalf of the Company or as a result of Executive's employment with the Company. For the avoidance of doubt, the expiration of the Term in accordance with Section 2(a) shall not be considered a termination of Executive's employment by the Company with or without Cause or the resignation of Executive for Good Reason or otherwise, and Executive's employment shall not be considered to have been constructively terminated for any reason unless Executive resigns for Good Reason in accordance with this Agreement.

(b) Notice of Termination. Any termination of Executive's employment by the Company or any such termination by Executive (other than on account of death) shall be communicated by written Notice of Termination to the other party hereto. For purposes of this Agreement, a "Notice of Termination" shall mean a notice which shall indicate the specific termination provision in this Agreement relied upon and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated. In the event of the termination of Executive's employment on account of death, written Notice of Termination shall be deemed to have been provided on the date of death.

(c) "Cause" shall mean the intentional and willful commission by Executive of any of the following acts or omissions:

(i) willful and continued failure to use best efforts to substantially perform Executive's duties to the Company (other than any such failure resulting from Executive's incapacity due to physical or mental illness) for a period of thirty (30) days after written demand for substantial performance is delivered by the Company specifically identifying the manner in which the Company believes Executive has not substantially performed Executive's duties;

(ii) material and continued failure to comply with Executive's obligations under any written policy of the Company applicable to senior executives as approved by the Board from time to time for a period of thirty (30) days after written demand for substantial compliance is delivered by the Company specifically identifying the manner in which the Company believes Executive has not substantially complied;

(iii) any act of fraud, embezzlement, misappropriation, or misuse for personal benefit of the assets or property of the Company; or

(iv) a conviction of or plea of "guilty" or "no contest" to a felony under the laws of the United States or any state thereof;

For purposes of this Section 5(c), no act, or failure to act, on Executive's part shall be considered "willful" unless done, or omitted to be done, by Executive not in good faith and without reasonable belief that Executive's action or omission was in furtherance of, or not opposed to, the interests of the Company.

(d) “Change in Control” shall mean that any of the following events has occurred:

(i) any “person” or “group” of persons (as such terms are used in Sections 13 and 14 of the Exchange Act) other than any member of the Company Group, or any employee benefit plan sponsored by the Company Group, becomes the “beneficial owner” (as such term is defined in Rule 13d-3 under the Exchange Act) of 30% or more of the shares of common stock of the Company issued and outstanding immediately prior to such acquisition;

(ii) any shares of common stock of the Company are purchased pursuant to a tender or exchange offer, other than an offer by the Company, that results in any “person” or “group” of persons (as such terms are used in Sections 13 and 14 of the Exchange Act) becoming the “beneficial owner” (as such term is defined in Rule 13d-3 under the Exchange Act) of 30% or more of the shares of common stock of the Company issued and outstanding immediately prior to such tender or exchange offer;

(iii) individuals who, on the date of this Agreement, constitute the Board (the “Incumbent Directors”) cease for any reason to constitute at least a majority of the Board; provided that (x) any person becoming a member of the Board after the date of this Agreement whose election or nomination for election was approved by a vote of at least two-thirds of the Incumbent Directors then on the Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee for director, without minuted objection to such nomination) shall be an Incumbent Director and (y) no individual initially elected or nominated as a member of the Board after the date of this Agreement as a result of an actual or threatened election contest or other actual or threatened solicitation of proxies or consents by or on behalf of a person (as such term is used in Sections 13 of the Exchange Act) other than the Board, including by reason of any agreement intended to avoid or settle any such election contest or proxy contest, shall be deemed an Incumbent Director; or

(iv) the dissolution or liquidation of the Company or the consummation of any merger or consolidation of the Company or any sale or other disposition of all or substantially all of its assets, in each case, if the shareholders of the Company immediately prior to such transaction “beneficially own” (as such term is defined in Rule 13d-3 under the Exchange Act), immediately after consummation of such transaction, equity securities (other than options and other rights to acquire equity securities) representing less than 50% of the voting power of the surviving, successor or acquiring entity (or the ultimate parent entity thereof).

(e) “Change in Control Period” shall mean the period commencing on the earlier of (i) the date that a Change in Control is consummated or (ii) three (3) months prior to the date that a Change in Control occurs (provided it is actually consummated), and in either case ending on the first anniversary of the Change in Control.

(f) “Code” shall mean the Internal Revenue Code of 1986, as amended.

(g) “Disability” shall mean the inability of Executive, as a result of any medically determinable physical or mental disease, injury, or congenital condition, to substantially perform Executive’s principal duties to the Company, with or without reasonable accommodation, for a

continuous period of one hundred and eighty (180) days, or periods aggregating two hundred and seventy (270) days in any twelve (12) month period.

(h) “Good Reason” shall mean, without the express written consent of Executive, the occurrence of any of the following circumstances during the Employment Period:

(i) the material diminishment of Executive’s title, authority, duties or responsibilities, it being understood that during a Change in Control Period, Good Reason shall be deemed to have occurred if Executive is not in the same position and with the same authority, duties and responsibility applicable to the Executive immediately prior to the Change in Control Period;

(ii) a material reduction in Executive’s Annual Base Salary, it being understood that any reduction below the Base Salary as in effect as of the Start Date shall constitute Good Reason;

(iii) a Company-required change from the geographic location at which Executive must perform the services under this Agreement (which, for the sake of clarity, shall be remotely from the Washington, D.C. metropolitan area subject to the terms set forth in Section 4(d) and unless otherwise agreed pursuant to Section 4(d)); or

(iv) the failure of the Company to obtain agreement from any successor to assume and agree to perform this Agreement.

Notwithstanding the foregoing, Executive shall not be considered to have resigned for Good Reason unless Executive gives the Company written notice of resignation, specifying in reasonable detail the circumstance constituting Good Reason, not more than thirty (30) days after the occurrence of such circumstance, the Company fails to cure (to the extent curable) such circumstance within thirty (30) days after receipt of such notice and Executive terminates Executive’s employment within three hundred and sixty-five (365) days after the expiration of such cure period; provided, that if the Company does cure such circumstance within such period Executive may withdraw Executive’s notice of resignation without prejudice within ten (10) days after the end of the cure period.

(i) “Termination Date” shall mean the date on which Executive’s employment is terminated for any reason.

The definitions contained in Sections 5(c) through 5(i) shall apply for all purposes under this Agreement.

6. Severance Benefits Resulting from Death or Disability.

Upon a termination of Executive’s employment by reason of death or Disability whether before or after the expiration of the Term, Executive (or the representative of Executive’s estate) shall be entitled to receive the following payments and benefits, subject to compliance in the case of Disability with the release requirement of Section 9 and except as otherwise provided in Sections 13(h) and 15(e):

(a) The following “Accrued Obligations”, payable as and when those amounts would have been payable had the Employment Period not ended:

- (i) all accrued but unpaid Base Salary through the Termination Date;
- (ii) any unpaid or unreimbursed expenses incurred in accordance with Company policy to the extent incurred during the Employment Period;
- (iii) any accrued but unpaid benefits provided under the Company’s employee benefit plans (not including any severance, separation pay, or supplemental unemployment benefit plan), subject to and in accordance with the terms of those plans;
- (iv) any earned but unpaid Annual Bonus in respect to any completed fiscal year that has ended on or prior to the Termination Date; and
- (v) rights to indemnification by virtue of Executive’s position as an officer or director of the Company or its subsidiaries and the benefits under any directors’ and officers’ liability insurance policy maintained by the Company, in accordance with its terms thereof.

(b) An amount equal to Executive’s Annual Bonus for the year in which the Termination Date occurs, based upon the Company’s actual performance for the year, multiplied by a fraction, the numerator of which is the number of days in such year through and including the Termination Date and the denominator of which is the total number of days in such year, payable at the same time that Annual Bonuses are paid to active employees; provided, however, if such Termination Date occurs in 2022, the Bonus for purposes of this Section (b) shall be the 2022 Minimum Guaranteed Bonus, multiplied by a fraction, the numerator of which is the number of days in such year from January 1, 2022 through and including the Termination Date, and the denominator of which is the total number of days in such year.

7. Severance Benefits upon Termination Without Cause, or Resignation for Good Reason, each during the Term or a Change in Control Period.

In the event that either during the Term or thereafter during a Change in Control Period (i) the Company terminates Executive’s employment for any reason other than Cause or Disability, or (ii) Executive resigns for Good Reason, Executive shall be entitled to receive the following payments and benefits, subject to compliance with the release requirement of Section 9 and except as otherwise provided in Sections 13(h) and 15(e):

- (a) All payments and benefits described in Section 6.
- (b) A lump sum cash payment in an amount equal to one and one-half (1.5) times the sum of (i) Executive’s Annual Base Salary immediately prior to the Termination Date (without regard to any reduction which occasioned a Good Reason termination), and (ii) Executive’s Target Bonus for the year during which the Termination Date occurs (or, if greater, Executive’s Target Bonus that is not less than 100% of the Base Salary as set forth in this Agreement), payable as soon as practicable after the Termination Date; provided however, that if such termination occurs during a Change in Control Period, the lump sum cash payment shall be in an amount equal to two

(2) times the sum of (i) Executive's Annual Base Salary (without regard to any reduction which occasioned a Good Reason termination) immediately prior to the Termination Date, and (ii) Executive's Target Bonus for the year during which the Termination Date occurs. Further, in the event not yet fully vested as of the Termination Date, the Sign-On Equity Grant shall vest in full.

(c) If Executive elects, on behalf of Executive or Executive's eligible dependents, to continue medical coverage under any medical plan of the Company pursuant to the provisions of Section 4980B of the Code or any other applicable law ("COBRA"), and such election is available to Executive pursuant to then governing law, and complies with all requirements for such coverage, an amount, payable not later than the last day of each month that such coverage is in effect, up to a maximum of eighteen (18) months, (or such shorter duration as governing law may then allow) equal to the excess, if any, of the premium paid by Executive for such coverage pursuant to COBRA over the premium that would be paid by an active employee for comparable coverage (the "Medical Continuation"). If Executive's continuation coverage is terminated for any reason other than dictate of governing law prior to the end of such eighteen (18) month period, the Company's obligations under this Section 7(c) shall terminate, regardless of whether the termination of Executive's coverage constitutes a second qualifying event as defined by COBRA with respect to any other dependent.

8. Compensation or Severance Benefits upon Termination of Employment by the Company for Cause, Termination by the Company Without Cause following the Term, Resignation by Executive without Good Reason, or Resignation by Executive following the Term.

(a) Termination by the Company for Cause or Resignation without Good Reason during the Term. In the event the Company terminates Executive's employment for Cause (whether during the Term or thereafter), or Executive resigns without Good Reason prior to the expiration of the Term, Executive shall only be entitled to receive the Accrued Obligations, payable as and when those amounts would have been payable had the Employment Period not ended.

(b) Termination by the Company without Cause or Resignation by Executive with Good Reason following the Term. In the event that following the expiration of the Term on its own accord (assuming Executive's employment has not been terminated prior to such date), the Company terminates Executive's employment for any reason other than as set forth in Sections 6, 7 or 8(a), Executive shall be entitled to receive the Accrued Obligations. For the avoidance of doubt, expiration of the Term on its own accord shall not be deemed a termination by Company.

(c) Resignation by Executive without Good Reason following the Term. In the event that following the expiration of the Term on its own accord (assuming Executive's employment has not been terminated prior to such date), Executive resigns without Good Reason, Executive shall be entitled to receive the Accrued Obligations. For the avoidance of doubt, expiration of the Term on its own accord shall not be deemed a resignation by Executive.

9. Release.

Notwithstanding anything to the contrary above, all benefits and payments that may become payable pursuant to Section 6, 7 or 8 (other than the Accrued Obligations) are conditioned on Executive, or the representative of Executive's estate, executing a release of claims and covenant not to sue, in form attached hereto as Exhibit A (the "Release"), and the period provided in such Release having expired without Executive exercising Executive's right to revoke, not later than sixty (60) days after the Termination Date (subject to Section 15(e)(iv)), and if Executive 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, Executive shall have no right to any such payment or benefit.

10. Effect on Employee Benefit Plans and Programs and Long-Term Incentive and Equity Awards; Adjustment of Payments and Benefits.

(a) Effect on Employee Benefit Programs. The termination of Executive's employment hereunder, whether by the Company or Executive, shall have no effect on the rights and obligations of the parties hereto under the Company's (i) welfare benefit plans including, without limitation, Medical Continuation as provided for herein and, health coverage thereafter but only to the extent required by law, and on the same basis applicable to other employees and (ii) 401(k) Plan but only to the extent required by law and pursuant to the terms of the 401(k) Plan.

(b) Effect on Long-Term Incentive and Equity Awards. The extent to which long-term incentive or equity awards held by Executive vest or become exercisable or payable as a result of a termination of employment for any reason shall be governed exclusively by the terms of the plan or award agreement governing such award.

(c) Adjustment of Payments and Benefits.

(i) Notwithstanding any provision of this Agreement to the contrary, if any payment or benefit to be paid or provided hereunder, when combined with any other amount payable to Executive, would be an "Excess Parachute Payment," within the meaning of Section 280G of the Code, or any successor provision thereto, but for the application of this sentence, then the payments and benefits to be paid or provided hereunder shall be reduced to the minimum extent necessary so that no portion of any such payment or benefit, as so reduced, constitutes an Excess Parachute Payment; provided, however, that the foregoing reduction shall be made only if and to the extent that such reduction would result in an increase in the aggregate payments and benefits to be provided, determined on an after-tax basis (taking into account the excise tax imposed pursuant to Section 4999 of the Code, or any successor provision thereto, any tax imposed by any comparable provision of state law, and any applicable federal, state and local income taxes). In the event that any payment or benefit intended to be provided hereunder is required to be reduced pursuant to this Section the reduction shall occur in the following order:: (A) by first reducing or eliminating the portion of the payments which are not payable in cash and are not attributable to equity awards (other than that portion of the payments subject to clause (D) hereof), (B) then by reducing or eliminating cash payments (other than that portion of the payments subject to clause (D) hereof), (C) then by reducing or eliminating the portion of the payments which are not payable in cash and are attributable to equity awards (other than that portion of the Payments

subject to clause (D) hereof) and (D) then by reducing or eliminating the portion of the Payments (whether payable in cash or not payable in cash) to which Treasury Regulation § 1.280G-1 Q/A 24(c) (or successor thereto) applies, in each case in reverse order beginning with payments or benefits which are to be paid the farthest in time.

(ii) The determination of whether the any payment or benefit shall be reduced as provided in Section 10(c)(i) hereof and the amount of such reduction shall be made at the Company's expense by an accounting firm selected by the Company from among the four (4) largest accounting firms in the United States (the "Accounting Firm"). The Accounting Firm shall provide its determination (the "Determination"), together with supporting calculations and documentation, to the Company and Executive within forty five (45) days after Executive's final day of employment, which Determination, absent manifest error, shall be binding, final and conclusive upon the Company and Executive. If the Accounting Firm determines that the payments and benefits to be provided to Executive will not result in any Excess Parachute Payments, it shall furnish Executive with an opinion to that effect. If the Accounting Firm determines that the payments and benefits to be provided to Executive will result in Excess Parachute Payments, it shall furnish Executive with an opinion that no Excess Parachute Payments will be made after the reductions contemplated by Section 10(c)(i) hereof.

11. Confidential Information.

(a) Executive understands and acknowledges that during Executive's employment with the Company, Executive will be exposed to Confidential Information (as defined below), all of which is proprietary and which will rightfully belong to the Company (which, for all purposes of this Section 11, shall include the Company Group). Executive shall hold in a fiduciary capacity for the benefit of the Company such Confidential Information obtained by Executive during Executive's employment with the Company and shall not, directly or indirectly, at any time, either during or after Executive's employment with the Company terminates, without the Company's prior written consent, use any of such Confidential Information or disclose any of such Confidential information to any individual or entity other than the Company or its employees, attorneys, accountants, financial advisors, consultants, or investment bankers except as required in the performance of Executive's duties for the Company or as otherwise required by law, court order or an order of any governmental authority. Executive shall take all reasonable steps to safeguard such Confidential Information and to protect such Confidential Information against disclosure, misuse, loss or theft.

(b) The term "Confidential Information" shall mean any information not generally known in the relevant trade or industry or otherwise not generally available to the public, which was obtained from the Company or its predecessors or which was learned, discovered, developed, conceived, originated or prepared during or as a result of the performance of any services by Executive on behalf of the Company or its predecessors. For purposes of this Section 11, the Company shall be deemed to include any entity within the Company Group.

(c) Notwithstanding anything to the contrary in this Agreement, no provision contained in this Agreement is intended or should be construed to prevent or impede Executive from voluntarily communicating with any governmental agencies (including, without limitation, the

Securities and Exchange Commission) regarding possible violations of law, or to limit Executive's ability to seek or accept a financial award for providing information to any governmental agency.

(d) Notwithstanding any other provision of this Agreement, Executive is hereby notified that the immunity provisions in Section 1833 of title 18 of the United States Code provides: "An individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal." In addition, nothing in this Agreement shall prohibit you from reporting possible violations of federal law or regulation to or otherwise cooperating with or providing information requested by any governmental agency or entity or making other disclosures or receiving an award for information provided to any governmental agency or entity, in each case that are protected under the whistleblower provisions of federal law or regulation (including, without limitation, Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002). You do not need the prior authorization of the Company to make any such reports or disclosures described in the preceding sentence and are not required to notify the Company that you have made such reports or disclosures.

12. Return of Documents.

Except for such items which are of a personal nature to Executive (e.g., daily business planner), all writings, records, and other documents and things containing any Confidential Information shall be the exclusive property of the Company, shall not be copied, summarized, extracted from, or removed from the premises of the Company, except in pursuit of the business of the Company, and shall be delivered to the Company, without retaining any copies, upon the termination of Executive's employment or at any time as requested by the Company. Executive may, however, retain documents governing their outstanding equity awards.

13. Non-Compete; Non-Solicitation; Non-Disparagement.

Executive agrees that:

(a) Non-competition. During the Employment Period, and for a one (1) year period thereafter in the event Executive's employment is terminated for any reason, Executive shall not, directly or indirectly (other than through a trust for which Executive does not exercise any control), anywhere within the United States, engage in, or own, invest in, manage or control any venture or enterprise primarily engaged in any multi-family residential property development, management or acquisition activities that are competitive with the activities of the Company (which, for all purposes of this Section 13, shall include the Company Group). Nothing herein shall prohibit Executive from being a passive owner of not more than five percent (5%) of the outstanding stock of any class of securities of a company or other entity engaged in such business which is publicly traded, or deferred compensation maintained with a prior employer, so long as Executive has no active participation in the business of such company or other entity. Notwithstanding the forgoing, in the event that Executive's employment is terminated by the Company without Cause upon or

following the Company's election not to extend the Term pursuant to Section 2(a), this Section 13(a) shall not apply following Executive's employment unless the Company elects to pay Executive severance benefits in accordance with Section 7 as though Executive were terminated without Cause during the Term. Nothing herein shall be read to prohibit the performance of legal duties in contravention of Rule 5.6(a) (1) of the New Jersey Rules of Professional Conduct.

(b) If, at the time of enforcement of this Section 13, a court shall hold that the duration, scope, area or other restrictions stated herein are unreasonable, the parties agree that reasonable maximum duration, scope, area or other restrictions may be substituted by such court for the stated duration, scope, area or other restrictions and upon substitution by such court, this Agreement shall be automatically modified without further action by the parties hereto.

(c) For purposes of this Section 13, the Company shall be deemed to include any entity which is controlled, directly or indirectly, by the Company and any entity of which a majority of the economic interest is owned, directly or indirectly, by the Company.

(d) Non-solicitation. Executive agrees that during the Employment Period, and for a one (1) year period thereafter, regardless of the reason for termination, Executive will not, without written consent of the Company, directly or indirectly, including causing, encouraging, directing or soliciting any other person to, contact, approach or solicit (other than, so long as Executive continues to be employed by the Company and makes such contact, approach or solicitation made on behalf of the Company) for the purpose of offering employment to or hiring (whether as an employee, consultant, agent, independent contractor or otherwise) or actually hire any person who is or has been employed or retained in the operation of the Company's business during the period commencing three (3) months prior to the date of such hiring or offering of employment, or induce, interfere with or solicit, or attempt to induce, interfere with or solicit, any person that is a current or former customer, supplier or other business relation of the Company to terminate its relationship or otherwise cease doing business in whole or in part or reduce the amount of business with the Company.

(e) Non-disparagement. Executive agrees not to disparage the Company or its past and present investors, officers, directors or employees. The Company shall not authorize any statement disparaging the Executive. Nothing herein requires or shall be read to imply that any testifying party under oath shall state anything other than the truth.

(f) Acknowledgements. Executive acknowledges and agrees that (i) Executive's obligation to comply with the restrictions in this Section 13 shall be independent of any obligation owed to Executive by the Company (whether under this Agreement or otherwise), and specifically shall not be dependent upon whether Executive is entitled to any form of severance pay or benefits pursuant to this Agreement or otherwise; (ii) no claim against the Company by Executive (whether under this Agreement or otherwise) shall constitute a defense to the enforcement by the Company or its affiliates of the restrictions in this Section 13, (iii) the time limitations and the geographic scope on the restrictions in this Section 13 are reasonable, (iv) the restrictions imposed under this Section 13 are reasonably necessary for the protection of the Company and its goodwill, Confidential Information, and other legitimate business interests and do not impose a greater restraint than necessary to provide such protection, (v) that through this Agreement, Executive

shall receive adequate consideration for any loss of opportunity associated with the restrictions of this Section 13, and (vi) that the provisions of this Section 13 and its subparts provide a reasonable way of protecting Company's business value.

(g) Extension of Time. In the event that Executive breaches any covenant, obligation or duty in this Section 13, any such duty, obligation, or covenants to which the parties agreed by this Section 13 shall automatically toll from the date of the first breach, and all subsequent breaches, until the resolution of the breach through private settlement, judicial or other action, including all appeals. The duration and length of Executive's duties and obligations as agreed by this Section 13 shall continue upon the effective date of any such settlement, or judicial or other resolution.

(h) Legal and Equitable Remedies. Upon any material breach by Executive of any of the provisions of Sections 11, 12 or 13, Executive shall immediately, permanently and irrevocably forfeit without payment of consideration of any kind any and all rights to any of the benefits and payments otherwise payable to Executive pursuant to this Agreement (other than the Accrued Obligations). In addition, in view of the nature of the rights in goodwill, employee relations, trade secrets, and business reputation and prospects of the Company to be protected under Sections 11, 12 and 13, Executive understands and agrees that the Company could not be reasonably or adequately compensated in damages in an action at law for Executive's breach of Executive's obligations (whether individually or together) under Sections 11, 12 or 13. Accordingly, Executive specifically agrees that the Company shall be entitled to temporary and permanent injunctive relief, specific performance, and other equitable relief to enforce the provisions of Sections 11, 12 and 13, and that such relief may be granted without the necessity of proving actual damages, and without bond. EXECUTIVE ACKNOWLEDGES AND AGREES THAT THE PROVISIONS IN SECTIONS 11, 12 AND 13 ARE ESSENTIAL AND MATERIAL TO THIS AGREEMENT, AND THAT UPON MATERIAL BREACH OF SECTIONS 11, 12 OR 13 BY EXECUTIVE, COMPANY IS ENTITLED TO WITHHOLD PROVIDING PAYMENTS OR CONSIDERATION, TO EQUITABLE RELIEF TO PREVENT CONTINUED BREACH, TO RECOVER DAMAGES AND TO SEEK ANY OTHER REMEDIES AVAILABLE TO COMPANY. This provision with respect to injunctive relief shall not, however, diminish the right of the Company to claim and recover damages or other remedies in addition to equitable relief.

14. Successors.

(a) Company's Successors. This Agreement may not be assigned by the Company except to a successor (whether by purchase, merger, consolidation or otherwise) to all or substantially all of the Company's business and/or assets, and the Company shall require any such successor to assume expressly and agree to perform this Agreement, in the same manner and to the same extent as the Company would be required to perform it in the absence of a succession. As used in this Agreement, "Company" shall mean the Company as defined herein and any successor to its business and/or assets as aforesaid which assumes and agrees to perform this Agreement by operation of law, contract or otherwise.

(b) Executive's Successors. This Agreement and all rights of Executive hereunder shall inure to the benefit of, and be enforceable by, Executive's personal or legal representatives,

executors, administrators, successors, heirs, distributees, devisees and legatees. No rights or obligations of Executive under this Agreement may be assigned or transferred by Executive other than Executive's rights to payments or benefits hereunder, which may be transferred only by will or the laws of descent and distribution.

15. Miscellaneous Provisions.

(a) Notice. Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered, on the first business day after being sent by reputable overnight courier, or on the third business day after being mailed by U.S. registered or certified mail, return receipt requested and postage prepaid, and addressed to Executive at the address shown on the Company's personnel records, with a copy, which shall not constitute notice, to Evan Belosa, Esq., McDermott Will & Emery LLP, 1 Vanderbilt Avenue, New York, New York 10017, ebelosa@mwe.com, or to the Company at the address set forth below, or such other address as a party shall give notice of by notice given in the same manner:

Veris Residential, Inc.
Harborside 3
210 Hudson St., Suite 400
Jersey City, NJ 07311
Attn: Chief Executive Officer

(b) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

(c) Interpretation. When a reference is made in this Agreement to sections, subsections or clauses, such references shall be to a section, subsection or clause of this Agreement, unless otherwise indicated. The words "herein" and "hereof" mean, except where a specific section, subsection or clause reference is expressly indicated, the entire Agreement rather than any specific section, subsection or clause. The words "include", "includes" and "including" when used in this Agreement shall be deemed to in each case to be followed by the words "without limitation". The headings of the sections or subsections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof and shall not affect the construction or interpretation of this Agreement.

(d) Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

(e) Section 409A of the Code. To the extent applicable, it is intended that payments and benefits provided hereunder be exempt from or comply with Section 409A of the Code and the guidance promulgated thereunder (collectively, "Section 409A"). This Agreement shall be administered in a manner consistent with this intent and if Executive or the Company believes, at any time, that any of such payment or benefit is not exempt or does not so comply, Executive or

the Company shall promptly advise the other party and will negotiate reasonably and in good faith to amend the terms of such arrangement such that it is exempt or complies (with the most limited possible economic effect on Executive and on the Company) or to minimize any additional tax, interest and/or penalties that may apply under Section 409A if exemption or compliance is not practicable. In furtherance of the foregoing, the following provisions shall apply notwithstanding anything to the contrary in this Agreement:

(i) To the extent applicable, each and every payment to be made pursuant to this Agreement shall be treated as a separate payment and not as one of a series of payments treated as a single payment for purposes of Treasury Regulation §1.409A-2(b)(2)(iii).

(ii) If Executive becomes entitled to receive any payment that constitutes deferred compensation subject to Section 409A upon a termination of employment, and such termination of employment does not constitute a “separation from service” as defined in Section 409A, payment of such amount shall be deferred, without interest, and paid on the earlier of the date Executive incurs a separation from service, as so defined (subject to subsection (f)(iii)) below, or the date of Executive’s death.

(iii) If Executive is a “specified employee”, as defined in Section 409A on the date Executive incurs a separation from service, any amount that becomes payable by reason of such separation from service that constitutes deferred compensation subject to Section 409A, including any amount deferred pursuant to subsection (f)(ii) above, shall be deferred, without interest, and paid on the earlier of the first business day of the seventh month following the month that includes Executive’s separation from service, or the date of Executive’s death.

(iv) If the sixty (60) day period described in Section 9 ends in the calendar year following the year that includes the Termination Date, no amount that is subject to Section 409A, the payment of which is dependent upon the execution of the Release, shall be paid until the first business day of the calendar year following the year that includes the Termination Date, regardless of when the Release is signed.

(v) Any reimbursement of any expense payable to Executive that constitutes taxable income shall be paid not later than the last day of the year following the year in which the expense is incurred, and all reimbursements and in-kind benefits shall be paid in accordance with Treasury Regulation §1.409A-3(i)(1)(iv).

(vi) The Company shall not be obligated to guarantee any particular tax result for Executive with respect to any payment or benefit provided to Executive hereunder, and Executive shall be responsible for any taxes, additional taxes or penalties imposed on Executive in connection with any such payment or benefit with respect to Section 409A or any other obligation to pay taxes.

(f) Legal Fees. If any contest or dispute shall arise between the Company and Executive regarding or as a result of any provision of this Agreement, the Company shall reimburse Executive for all legal fees and expenses reasonably incurred by Executive in connection with such contest or dispute, but only if Executive is successful in respect of substantially all of Executive’s claims pursued or defended in connection with such contest or dispute. Such reimbursement shall

be made as soon as practicable following the resolution of such contest or dispute (whether or not appealed).

(g) Timing of and No Duplication of Payments. All payments payable to Executive pursuant to this Agreement shall be paid as soon as practicable after such amounts have become fully vested and determinable. In addition, Executive shall not be entitled to receive duplicate payments under any of the provisions of this Agreement.

(h) Modification or Waiver.

No amendment, modification, waiver, termination or cancellation of this Agreement shall be binding or effective for any purpose unless it is made in a writing signed by the party against whom enforcement of such amendment, modification, waiver, termination or cancellation is sought. No course of dealing between or among the parties to this Agreement shall be deemed to affect or to modify, amend or discharge any provision or term of this Agreement. No delay on the part of the Company or Executive in the exercise of any of their respective rights or remedies shall operate as a waiver thereof, and no single or partial exercise by the Company or Executive of any such right or remedy shall preclude other or further exercise thereof. A waiver of right or remedy on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on any other occasion.

The respective rights and obligations of the parties hereunder shall survive Executive's termination of employment and termination of this Agreement to the extent necessary for the intended preservation of such rights and obligations.

(i) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New Jersey, without regard to principles of conflicts of laws thereunder. The parties agree that any dispute regarding this Agreement and/or Executive's employment shall be resolved in the Federal or State Courts of New Jersey for the county in which the Company's executive offices are located.

(j) Indemnification. In the event Executive is made party or threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of Executive's employment with or serving as an officer or employee of the Company, whether or not the basis of such Proceeding is alleged action in an official capacity, the Company shall indemnify, hold harmless and defend Executive to the fullest extent authorized by Maryland law, as the same exists and may hereafter be amended, against any and all claims, demands, suits, judgments, assessments and settlements including all expenses incurred or suffered by Executive in connection therewith (including, without limitation, all reasonable legal fees incurred using counsel reasonably acceptable to Executive) and such indemnification shall continue as to Executive even after Executive is no longer employed by the Company Group and shall inure to the benefit of her heirs, executors, and administrators. Expenses incurred by Executive in connection with any Proceeding shall be paid by the Company in advance upon request of Executive that the Company pay such expenses; but, only in the event that Executive shall have delivered in writing to the Company an undertaking in form and substance reasonably acceptable to the Company to reimburse the Company for expenses with respect to which

Executive is not entitled to indemnification. The provisions of this Section shall remain in effect after this Agreement is terminated irrespective of the reasons for termination. The indemnification provisions of this Section shall not supersede or reduce any indemnification provided to Executive under any separate agreement, or the by-laws of the Company since it is intended that this Agreement shall expand and extend Executive's rights to receive indemnity.

(k) Survival of Agreements. The provisions of Sections 5, 6, 7, 8, 9, 10, 11, 12, 13 and 15 each shall survive the Term and termination of this Agreement.

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

Company:

VERIS RESIDENTIAL, INC.

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

Executive:

 /s/ Taryn Fielder
Taryn Fielder

VERIS RESIDENTIAL, INC.
Certification

I, Mahbod Nia, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Veris Residential, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 4, 2022

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

VERIS RESIDENTIAL, INC.
Certification

I, Amanda Lombard, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Veris Residential, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 4, 2022

By: /s/ Amanda Lombard
Amanda Lombard
Chief Financial Officer

VERIS RESIDENTIAL, L.P.
Certification

I, Mahbod Nia, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Veris Residential, L.P.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 4, 2022

By: /s/ Mahbod Nia
Mahbod Nia
Chief Executive Officer
of Veris Residential, Inc.,
the general partner of Veris Residential, L.P.

VERIS RESIDENTIAL, L.P.
Certification

I, Amanda Lombard, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Veris Residential, L.P.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 4, 2022

By: /s/ Amanda Lombard
Amanda Lombard
Chief Financial Officer
of Veris Residential, Inc.,
the general partner of Veris Residential, L.P.

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Veris Residential, Inc. (the "Company") for the quarterly period ended March 31, 2022, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Mahbod Nia, as Chief Executive Officer of the Company and Amanda Lombard, as Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that:

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

Date: May 4, 2022

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

Date: May 4, 2022

By: /s/ Amanda Lombard
Amanda Lombard
Chief Financial Officer

This certification accompanies each Report pursuant to §906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Company for purposes of §18 of the Securities Exchange Act of 1934, as amended.

A signed original of this written statement required by §906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.

**CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of Veris Residential, L.P. (the "Operating Partnership") for the quarterly period ended March 31, 2022, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Mahbod Nia, as Chief Executive Officer of Veris Residential, Inc., its general partner and Amanda Lombard, as Chief Financial Officer of Veris Residential, Inc., its general partner, each hereby certifies, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that:

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

Date: May 4, 2022

By: /s/ Mahbod Nia
Mahbod Nia
Chief Executive Officer
of Veris Residential, Inc.,
the general partner of Veris Residential, L.P.

Date: May 4, 2022

By: /s/ Amanda Lombard
Amanda Lombard
Chief Financial Officer
of Veris Residential, Inc.,
the general partner of Veris Residential, L.P.

This certification accompanies each Report pursuant to §906 of the Sarbanes-Oxley Act of 2002 and shall not, except to the extent required by the Sarbanes-Oxley Act of 2002, be deemed filed by the Operating Partnership for purposes of §18 of the Securities Exchange Act of 1934, as amended.

A signed original of this written statement required by §906 has been provided to the Operating Partnership and will be retained by the Operating Partnership and furnished to the Securities and Exchange Commission or its staff upon request.
