

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

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

For the Quarterly Period Ended: September 30, 2025

OR

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

For the transition period from _____ to _____

Commission File Number: 001-36746

PARAMOUNT GROUP, INC.

(Exact name of registrant as specified in its charter)

Maryland
(State or other jurisdiction of
incorporation or organization)

32-0439307
(IRS Employer
Identification No.)

1633 Broadway, New York, NY
(Address of principal executive offices)

10019
(Zip Code)

Registrant's telephone number, including area code: (212) 237-3100

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

Title of each Class	Trading Symbol	Name of each exchange on which registered
Common stock of Paramount Group, Inc., \$0.01 par value per share	PGRE	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (Section 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). ☒ Yes ☐ No

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

Large Accelerated Filer	☒	Accelerated Filer	☐
Non-Accelerated Filer	☐	Smaller Reporting Company	☐
		Emerging Growth Company	☐

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

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

As of October 15, 2025, there were 221,897,427 shares of the registrant's common stock outstanding.

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PART I – FINANCIAL INFORMATION
ITEM 1. CONSOLIDATED FINANCIAL STATEMENTS

PARAMOUNT GROUP, INC.
CONSOLIDATED BALANCE SHEETS
(UNAUDITED)

(Amounts in thousands, except share, unit and per share amounts)

	September 30, 2025	December 31, 2024
Assets		
Real estate, at cost		
Land	\$ 1,966,237	\$ 1,966,237
Buildings and improvements	6,384,243	6,325,097
	8,350,480	8,291,334
Accumulated depreciation and amortization	(1,737,783)	(1,639,529)
Real estate, net	6,612,697	6,651,805
Cash and cash equivalents	330,207	375,056
Restricted cash	324,150	180,391
Accounts and other receivables	26,582	18,229
Investments in unconsolidated real estate related funds	4,416	4,649
Investments in unconsolidated joint ventures	81,509	85,952
Deferred rent receivable	352,906	356,425
Deferred charges, net of accumulated amortization of \$90,418 and \$91,818	126,587	100,684
Intangible assets, net of accumulated amortization of \$114,133 and \$147,133	41,093	50,492
Other assets	74,348	47,820
Total assets ⁽¹⁾	\$ 7,974,495	\$ 7,871,503
Liabilities and Equity		
Notes and mortgages payable, net of unamortized deferred financing costs of \$20,546 and \$15,420	\$ 3,711,504	\$ 3,676,630
Accounts payable and accrued expenses	138,689	119,881
Intangible liabilities, net of accumulated amortization of \$78,074 and \$93,748	16,541	20,870
Other liabilities	31,473	44,625
Total liabilities ⁽¹⁾	3,898,207	3,862,006
Commitments and contingencies		
Paramount Group, Inc. equity:		
Common stock \$0.01 par value per share; authorized 900,000,000 shares; issued and outstanding 221,897,427 and 217,527,797 shares in 2025 and 2024, respectively	2,219	2,175
Additional paid-in-capital	4,086,243	4,144,301
Earnings less than distributions	(1,064,525)	(1,005,627)
Accumulated other comprehensive income	-	428
Paramount Group, Inc. equity	3,023,937	3,141,277
Noncontrolling interests in:		
Consolidated joint ventures	744,813	495,340
Consolidated real estate related funds	85,431	82,875
Operating Partnership (16,298,625 and 20,057,699 units outstanding)	222,107	290,005
Total equity	4,076,288	4,009,497
Total liabilities and equity	\$ 7,974,495	\$ 7,871,503

⁽¹⁾ Represents the consolidated assets and liabilities of Paramount Group Operating Partnership LP, a Delaware limited partnership (the “Operating Partnership”). The Operating Partnership is a consolidated variable interest entity (“VIE”), of which we are the sole general partner and own approximately 93.2% as of September 30, 2025. As of September 30, 2025, the assets and liabilities of the Operating Partnership include \$4,690,998 and \$2,410,215 of assets and liabilities, respectively, of certain VIEs that are consolidated by the Operating Partnership. See Note 13, *Variable Interest Entities (“VIEs”)*.

See notes to consolidated financial statements (unaudited).

PARAMOUNT GROUP, INC.
CONSOLIDATED STATEMENTS OF INCOME
(UNAUDITED)

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2025	2024	2025	2024
(Amounts in thousands, except share and per share amounts)				
Revenues:				
Rental revenue	\$ 164,687	\$ 184,235	\$ 511,741	\$ 543,636
Fee and other income	8,272	10,664	25,282	27,548
Total revenues	172,959	194,899	537,023	571,184
Expenses:				
Operating	79,392	80,316	232,326	226,248
Depreciation and amortization	57,766	60,071	176,707	182,920
General and administrative	16,340	16,672	58,112	49,938
Transaction related costs	9,981	242	10,840	843
Total expenses	163,479	157,301	477,985	459,949
Other income (expense):				
Loss from real estate related fund investments	(18)	(22)	(67)	(92)
Income (loss) from unconsolidated real estate related funds	71	109	(79)	199
Income (loss) from unconsolidated joint ventures	661	(981)	2,620	(3,098)
Interest and other income, net	3,112	3,517	10,953	26,830
Interest and debt expense	(44,419)	(43,805)	(129,903)	(124,078)
(Loss) income before income taxes	(31,113)	(3,584)	(57,438)	10,996
Income tax benefit (expense)	831	(619)	1,430	(1,328)
Net (loss) income	(30,282)	(4,203)	(56,008)	9,668
Less net (income) loss attributable to noncontrolling interests in:				
Consolidated joint ventures	(279)	(6,959)	(5,095)	(18,434)
Consolidated real estate related funds	(688)	581	(2,556)	408
Operating Partnership	2,302	893	4,901	716
Net loss attributable to common stockholders	\$ (28,947)	\$ (9,688)	\$ (58,758)	\$ (7,642)
Loss per Common Share - Basic:				
Loss per common share	\$ (0.13)	\$ (0.04)	\$ (0.27)	\$ (0.04)
Weighted average common shares outstanding	220,512,867	217,314,706	219,254,194	217,208,809
Loss per Common Share - Diluted:				
Loss per common share	\$ (0.13)	\$ (0.04)	\$ (0.27)	\$ (0.04)
Weighted average common shares outstanding	220,512,867	217,314,706	219,254,194	217,208,809

See notes to consolidated financial statements (unaudited).

PARAMOUNT GROUP, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(UNAUDITED)

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
(Amounts in thousands)	2025	2024	2025	2024
Net (loss) income	\$ (30,282)	\$ (4,203)	\$ (56,008)	\$ 9,668
Other comprehensive (loss) income:				
Change in value of interest rate swaps and interest rate caps	(345)	(3,586)	(819)	(14,241)
Pro rata share of other comprehensive (loss) income of unconsolidated joint ventures	-	(34)	-	38
Comprehensive loss	(30,627)	(7,823)	(56,827)	(4,535)
Less comprehensive (income) loss attributable to noncontrolling interests in:				
Consolidated joint ventures	(279)	(6,959)	(5,095)	(18,434)
Consolidated real estate related funds	(688)	581	(2,556)	408
Operating Partnership	2,656	1,198	5,292	1,911
Comprehensive loss attributable to common stockholders	\$ (28,938)	\$ (13,003)	\$ (59,186)	\$ (20,650)

See notes to consolidated financial statements (unaudited).

PARAMOUNT GROUP, INC.
CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY
(UNAUDITED)

(Amounts in thousands, except per share and unit amounts)	Common Shares		Additional	Earnings	Accumulated	Noncontrolling Interests in			Total
	Shares	Amount	Paid-in- Capital	Less than Distributions	Other Comprehensive (Loss) Income	Consolidated Joint Ventures	Consolidated Real Estate Related Funds	Operating Partnership	Equity
Balance as of June 30, 2025	220,311	\$ 2,203	\$ 4,061,826	\$ (1,035,578)	\$ (9)	\$ 743,127	\$ 84,743	\$ 246,086	\$ 4,102,398
Net (loss) income	-	-	-	(28,947)	-	279	688	(2,302)	(30,282)
Common shares issued upon redemption of common units	1,586	16	21,821	-	-	-	-	(21,837)	-
Contributions from noncontrolling interests	-	-	-	-	-	3,347	-	-	3,347
Distributions to noncontrolling interests	-	-	-	-	-	(1,940)	-	-	(1,940)
Change in value of interest rate caps	-	-	-	-	(320)	-	-	(25)	(345)
Amortization of equity awards	-	-	155	-	-	-	-	2,494	2,649
Reallocation of noncontrolling interest	-	-	1,980	-	329	-	-	(2,309)	-
Other	-	-	461	-	-	-	-	-	461
Balance as of September 30, 2025	221,897	\$ 2,219	\$ 4,086,243	\$ (1,064,525)	\$ -	\$ 744,813	\$ 85,431	\$ 222,107	\$ 4,076,288
Balance as of June 30, 2024	217,455	\$ 2,173	\$ 4,135,472	\$ (957,285)	\$ 1,553	\$ 485,983	\$ 93,340	\$ 294,427	\$ 4,055,663
Net (loss) income	-	-	-	(9,688)	-	6,959	(581)	(893)	(4,203)
Common shares issued upon redemption of common units	66	2	954	-	-	-	-	(956)	-
Common shares issued under Omnibus share plan, net of shares withheld for taxes	(2)	-	-	-	-	-	-	-	-
Distributions to noncontrolling interests	-	-	-	-	-	(807)	-	-	(807)
Change in value of interest rate swaps and interest rate caps	-	-	-	-	(3,285)	-	-	(301)	(3,586)
Pro rata share of other comprehensive loss of unconsolidated joint ventures	-	-	-	-	(30)	-	-	(4)	(34)
Amortization of equity awards	-	-	239	-	-	-	-	4,134	4,373
Reallocation of noncontrolling interest	-	-	3,762	-	-	-	-	(3,762)	-
Balance as of September 30, 2024	217,519	\$ 2,175	\$ 4,140,427	\$ (966,973)	\$ (1,762)	\$ 492,135	\$ 92,759	\$ 292,645	\$ 4,051,406

See notes to consolidated financial statements (unaudited).

PARAMOUNT GROUP, INC.
CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY
(UNAUDITED)

(Amounts in thousands, except per share and unit amounts)	Common Shares		Additional	Earnings	Accumulated Other Comprehensive Income (Loss)	Noncontrolling Interests in			Total
						Consolidated	Consolidated	Operating	
	Shares	Amount	Capital	Less than Distributions		Joint Ventures	Real Estate Related Funds	Partnership	Equity
Balance as of December 31, 2024	217,528	\$ 2,175	\$ 4,144,301	\$ (1,005,627)	\$ 428	\$ 495,340	\$ 82,875	\$ 290,005	\$ 4,009,497
Net (loss) income	-	-	-	(58,758)	-	5,095	2,556	(4,901)	(56,008)
Common shares issued upon redemption of common units	4,354	44	61,446	-	-	-	-	(61,490)	-
Common shares issued under Omnibus share plan, net of shares withheld for taxes	15	-	-	(140)	-	-	-	-	(140)
Contributions from noncontrolling interests	-	-	-	-	-	11,723	-	-	11,723
Distributions to noncontrolling interests	-	-	-	-	-	(5,710)	-	-	(5,710)
Change in value of interest rate caps	-	-	-	-	(757)	-	-	(62)	(819)
Amortization of equity awards	-	-	506	-	-	-	-	13,755	14,261
Sale of a 45.0% interest in 900 Third Avenue	-	-	(71,912)	-	-	164,669	-	-	92,757
Sale of a 25.0% interest in One Front Street	-	-	(63,430)	-	-	73,696	-	-	10,266
Reallocation of noncontrolling interest	-	-	14,871	-	329	-	-	(15,200)	-
Other	-	-	461	-	-	-	-	-	461
Balance as of September 30, 2025	221,897	\$ 2,219	\$ 4,086,243	\$ (1,064,525)	\$ -	\$ 744,813	\$ 85,431	\$ 222,107	\$ 4,076,288
Balance as of December 31, 2023	217,366	\$ 2,173	\$ 4,133,801	\$ (943,935)	\$ 11,246	\$ 413,925	\$ 110,589	\$ 287,089	\$ 4,014,888
Net (loss) income	-	-	-	(7,642)	-	18,434	(408)	(716)	9,668
Common shares issued upon redemption of common units	142	2	2,071	-	-	-	-	(2,073)	-
Common shares issued under Omnibus share plan, net of shares withheld for taxes	11	-	-	(178)	-	-	-	-	(178)
Dividends and distributions (\$0.07 per share and unit)	-	-	-	(15,218)	-	-	-	(1,540)	(16,758)
Contributions from noncontrolling interests	-	-	-	-	-	62,220	889	-	63,109
Distributions to noncontrolling interests	-	-	-	-	-	(2,444)	(18,311)	-	(20,755)
Change in value of interest rate swaps and interest rate caps	-	-	-	-	(13,044)	-	-	(1,197)	(14,241)
Pro rata share of other comprehensive income of unconsolidated joint ventures	-	-	-	-	36	-	-	2	38
Amortization of equity awards	-	-	748	-	-	-	-	14,887	15,635
Reallocation of noncontrolling interest	-	-	3,807	-	-	-	-	(3,807)	-
Balance as of September 30, 2024	217,519	\$ 2,175	\$ 4,140,427	\$ (966,973)	\$ (1,762)	\$ 492,135	\$ 92,759	\$ 292,645	\$ 4,051,406

See notes to consolidated financial statements (unaudited).

PARAMOUNT GROUP, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(UNAUDITED)

(Amounts in thousands)	For the Nine Months Ended September 30,	
	2025	2024
Cash Flows from Operating Activities:		
Net (loss) income	\$ (56,008)	\$ 9,668
Adjustments to reconcile net (loss) income to net cash provided by operating activities:		
Depreciation and amortization	176,707	182,920
Straight-lining of rental revenue	3,426	(5,300)
Amortization of stock-based compensation expense	14,261	15,635
Amortization of deferred financing costs	11,041	7,622
(Income) loss from unconsolidated joint ventures	(2,620)	3,098
Distributions of earnings from unconsolidated joint ventures	388	372
Unrealized losses on real estate related fund investments	-	775
Loss (income) from unconsolidated real estate related funds	79	(199)
Distributions of earnings from unconsolidated real estate related funds	155	141
Amortization of above and below-market leases, net	(3,980)	(4,351)
Non-cash gain on extinguishment of IPO related tax liability	-	(15,437)
Other non-cash adjustments	(917)	180
Changes in operating assets and liabilities:		
Accounts and other receivables	(8,353)	(609)
Deferred charges	(35,029)	(7,163)
Other assets	(25,916)	(26,340)
Accounts payable and accrued expenses	12,903	9,079
Other liabilities	(3,097)	6,479
Net cash provided by operating activities	83,040	176,570
Cash Flows from Investing Activities:		
Additions to real estate	(115,840)	(85,231)
Distribution of capital from an unconsolidated joint venture	12,089	1,792
Contributions of capital to unconsolidated joint ventures	(5,414)	(1,904)
Proceeds from repayment of a mezzanine loan investment	-	10,000
Net cash used in investing activities	(109,165)	(75,343)
Cash Flows from Financing Activities:		
Proceeds from notes and mortgages payable	900,000	850,000
Repayment of notes and mortgages payable	(860,000)	(975,000)
Proceeds from the sale of a 45.0% interest in 900 Third Avenue	83,307	-
Proceeds from the sale of a 25.0% interest in One Front Street	10,266	-
Debt issuance costs	(14,411)	(10,649)
Contributions from noncontrolling interests in consolidated joint ventures	11,723	62,220
Distributions to noncontrolling interests in consolidated joint ventures	(5,710)	(2,444)
Repurchase of shares related to stock compensation agreements and related tax withholdings	(140)	(178)
Contributions from noncontrolling interests in consolidated real estate related funds	-	889
Distributions to noncontrolling interests in consolidated real estate related funds	-	(18,311)
Dividends paid to common stockholders	-	(22,826)
Distributions paid to common unitholders	-	(2,292)
Net cash provided by (used in) financing activities	\$ 125,035	\$ (118,591)

See notes to consolidated financial statements (unaudited).

PARAMOUNT GROUP, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS - CONTINUED
(UNAUDITED)

(Amounts in thousands)	For the Nine Months Ended September 30,	
	2025	2024
Net increase (decrease) in cash and cash equivalents and restricted cash	\$ 98,910	\$ (17,364)
Cash and cash equivalents and restricted cash at beginning of period	555,447	509,599
Cash and cash equivalents and restricted cash at end of period	<u>\$ 654,357</u>	<u>\$ 492,235</u>
Reconciliation of Cash and Cash Equivalents and Restricted Cash:		
Cash and cash equivalents at beginning of period	\$ 375,056	\$ 428,208
Restricted cash at beginning of period	180,391	81,391
Cash and cash equivalents and restricted cash at beginning of period	<u>\$ 555,447</u>	<u>\$ 509,599</u>
Cash and cash equivalents at end of period	\$ 330,207	\$ 318,725
Restricted cash at end of period	324,150	173,510
Cash and cash equivalents and restricted cash at end of period	<u>\$ 654,357</u>	<u>\$ 492,235</u>
Supplemental Disclosure of Cash Flow Information:		
Cash payments for interest	\$ 118,822	\$ 116,298
Cash payments for income taxes, net of refunds	557	1,036
Non-Cash Transactions:		
Common shares issued upon redemption of common units	\$ 61,490	\$ 2,073
Write-off of fully amortized and/or depreciated assets	57,491	35,875
Mezzanine loan receivable in connection with the sale of a 25.0% interest in One Front Street	40,545	-
Additions to real estate included in accounts payable and accrued expenses	22,868	9,240
Change in value of interest rate swaps and interest rate caps	(819)	(14,241)

See notes to consolidated financial statements (unaudited).

PARAMOUNT GROUP, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

1. Organization and Business

As used in these consolidated financial statements, unless otherwise indicated, all references to “we,” “us,” “our,” the “Company,” and “Paramount” refer to Paramount Group, Inc., a Maryland corporation, and its consolidated subsidiaries, including Paramount Group Operating Partnership LP, a Delaware limited partnership (the “Operating Partnership”). We are a fully-integrated real estate investment trust (“REIT”) focused on owning, operating, managing, acquiring and redeveloping high-quality, Class A office properties in select central business district submarkets of New York City and San Francisco. We conduct our business through, and substantially all of our interests in properties and investments are held by, the Operating Partnership. We are the sole general partner of, and owned approximately 93.2% of, the Operating Partnership as of September 30, 2025.

As of September 30, 2025, we own and/or manage a portfolio of 17 properties aggregating 13.1 million square feet comprised of:

- Eight wholly and partially owned Class A properties aggregating 8.7 million square feet in New York, comprised of 8.2 million square feet of office space and 0.5 million square feet of retail and theater space;
- Five wholly and partially owned Class A properties aggregating 3.6 million square feet in San Francisco, comprised of 3.4 million square feet of office space and 0.2 million square feet of retail space; and
- Four managed properties aggregating 0.8 million square feet in New York and Washington, D.C.

Additionally, we have an investment management business, where we serve as the general partner of several real estate related funds for institutional investors and high net-worth individuals.

Proposed Mergers

On September 17, 2025, we and the Operating Partnership (collectively, the “Company Parties”), Rithm Capital Corp., a Delaware corporation (“Parent”), Panorama REIT Merger Sub, Inc., a Maryland corporation and a wholly owned subsidiary of Parent (“REIT Merger Sub”), and Panorama Operating Merger Sub LP, a Delaware limited partnership and a wholly owned subsidiary of Parent (“Operating Merger Sub” and, collectively with REIT Merger Sub and Parent, the “Parent Parties”), entered into an Agreement and Plan of Merger (the “Original Merger Agreement”). On October 8, 2025, the Company Parties and the Parent Parties entered into Amendment No. 1 to the Merger Agreement (the “Amendment,” and the Original Merger Agreement as amended by the Amendment, the “Merger Agreement”).

The Merger Agreement provides that, upon the terms and subject to the conditions set forth therein, (i) Operating Merger Sub will be merged with and into the Operating Partnership, with the Operating Partnership surviving the merger (the “Partnership Merger”) and (ii) immediately following the consummation of the Partnership Merger, the Company will be merged with and into REIT Merger Sub with REIT Merger Sub surviving the merger (the “Surviving Entity” and such merger, the “Company Merger” and, together with the Partnership Merger, the “Mergers”). Upon completion of the Mergers, the Operating Partnership and the Surviving Entity will be indirectly controlled by Parent. The Mergers and the other transactions contemplated by the Merger Agreement were approved and declared advisable by the board of directors of the Company.

Pursuant to the terms and subject to the conditions set forth in the Merger Agreement, at the effective time of the Partnership Merger (the “Partnership Merger Effective Time”), each Common Unit of the Operating Partnership (each, an “Operating Partnership Common Unit”) that is issued and outstanding immediately prior to the Partnership Merger Effective Time will be automatically cancelled and converted into the right to receive an amount in cash equal to the product of (i) the Conversion Factor (as defined in the Second Amended and Restated Limited Partnership Agreement of the Operating Partnership, dated as of October 26, 2020, by and between the Company and the limited partners party thereto) in effect on such date with respect to such Operating Partnership Common Units multiplied by (ii) \$6.60, without interest (the “Partnership Merger Consideration”). The Partnership Merger Consideration is subject to decrease in the event the Operating Partnership declares and pays any additional dividends in cash or property other than stock, which dividends are necessary to maintain the Company’s tax status as a REIT.

PARAMOUNT GROUP, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
(UNAUDITED)

At the effective time of the Company Merger (the “Company Merger Effective Time”), each share of common stock of the Company, par value \$0.01 per share, that is issued and outstanding immediately prior to the Company Merger Effective Time will be automatically cancelled and converted into the right to receive an amount in cash equal to \$6.60 per share, without interest (the “Company Merger Consideration”). The Company Merger Consideration is subject to decrease in the event the Company declares and pays any additional dividends, which dividends are necessary to maintain its tax status as a REIT.

The Merger Agreement contains customary termination rights, including, but not limited to, the right of either party to terminate the Merger Agreement (i) if the Mergers have not occurred on or before 11:59 p.m. (Eastern time) on March 17, 2026, (ii) if any governmental authority of competent jurisdiction has issued a final, non-appealable order permanently restraining or otherwise prohibiting the transactions contemplated by the Merger Agreement, or (iii) if stockholder approval has not been obtained upon a vote taken at the special meeting of the Company’s stockholders or any postponement or adjournment thereof, at which a vote on the approval of the Company Merger was taken.

In certain specified circumstances further described in the Merger Agreement, in connection with the termination of the Merger Agreement, the Company will be required to pay Parent a termination payment of \$59,700,000. Pursuant to the Amendment, the definition of “Company Termination Payment” in the Original Merger Agreement was modified to provide that, notwithstanding the foregoing, the Company will instead be required to pay Parent a termination payment of \$47,700,000 if the Company enters into an alternative acquisition agreement providing for a Superior Proposal (as defined in the Merger Agreement) with certain persons.

The Parent Parties have represented in the Merger Agreement that Parent had, as of the date of the Merger Agreement, and the Parent Parties will have available, as of the Company Merger Effective Time, sufficient funds or other sources of immediately available funds to pay all amounts required to be paid in connection with the Mergers.

2. Basis of Presentation and Significant Accounting Policies

Basis of Presentation

The accompanying consolidated financial statements are unaudited and have been prepared in conformity with accounting principles generally accepted in the United States of America (“GAAP”) for interim financial information and in conjunction with the instructions to Form 10-Q of the U.S. Securities and Exchange Commission (“SEC”). Accordingly, certain information and footnote disclosures required by GAAP for complete financial statements have been condensed or omitted. These consolidated financial statements include the accounts of Paramount and its consolidated subsidiaries, including the Operating Partnership. In the opinion of management, all significant adjustments (which include only normal recurring adjustments) and eliminations (which include intercompany balances and transactions) necessary to present fairly the financial position, results of operations and changes in cash flows have been made. The consolidated balance sheet as of December 31, 2024 was derived from audited financial statements as of that date but does not include all information and disclosures required by GAAP. These consolidated financial statements should be read in conjunction with the consolidated financial statements and notes thereto included in our Annual Report on Form 10-K for the year ended December 31, 2024, as filed with the SEC.

Significant Accounting Policies

There are no material changes to our significant accounting policies as disclosed in our Annual Report on Form 10-K for the year ended December 31, 2024.

Use of Estimates

We have made estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods. Actual results could differ materially from those estimates. The results of operations for the three and nine months ended September 30, 2025 are not necessarily indicative of the operating results for the full year. Certain prior year balances have been reclassified to conform to current year presentation.

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Recently Issued Accounting Pronouncements

In December 2023, the Financial Accounting Standards Board (“FASB”) issued Accounting Standards Update (“ASU”) 2023-09, an update to Accounting Standards Codification (“ASC”) Topic 740, *Income Taxes*. ASU 2023-09 enhances income tax disclosures by expanding the effective tax rate reconciliation and requiring disaggregated income tax information by jurisdictions. ASU 2023-09 is effective for fiscal years that begin after December 15, 2024, with early adoption permitted. We will adopt the provisions of ASU 2023-09 in our Annual Report on Form 10-K for the year ended December 31, 2025, and we do not believe that the adoption will have a material impact on our consolidated financial statements.

In November 2024, the FASB issued ASU 2024-03, an update to ASC Topic 220, *Income Statement - Reporting Comprehensive Income*. ASU 2024-03 requires disaggregated disclosures in the notes to the financial statements of each income statement line item that contains certain categories of expenses, including employee compensation, depreciation and amortization. ASU 2024-03 is effective for our year ending December 31, 2027, and interim periods beginning after December 15, 2027, with early adoption permitted. We are evaluating the impact of ASU 2024-03 on our consolidated financial statements and the related disclosures.

In May 2025, the FASB issued ASU 2025-03, an update to ASC Topic 805, *Business Combinations*, and ASC Topic 810, *Consolidation*. ASU 2025-03 amends the guidance for determining the accounting acquirer in a business combination in which the legal acquiree is a variable interest entity (“VIE”). This amendment aligns the determination of the accounting acquirer for VIEs with the guidance used for other business combinations. ASU 2025-03 is effective for fiscal years beginning after December 15, 2026, with early adoption permitted. We are evaluating the impact of ASU 2025-03 on our consolidated financial statements and related disclosures.

In July 2025, the FASB issued ASU 2025-05, an update to ASC Topic 326, *Financial Instruments - Credit Losses*. ASU 2025-05 simplifies the guidance for estimating expected credit losses for accounts receivable and other current assets by assuming current conditions as of the balance sheet date do not change for the remaining life of the asset. ASU 2025-05 is effective for fiscal years beginning after December 15, 2025, with early adoption permitted. We are evaluating the impact of ASU 2025-05 on our consolidated financial statements and related disclosures.

3. Dispositions

On January 17, 2025, we sold a 45.0% equity interest in 900 Third Avenue, a 600,000 square foot Class A office building located in New York, at a gross asset valuation of \$210,000,000. We realized net proceeds of \$94,000,000 from the sale after transaction costs, of which \$9,450,000 was received in December 2024 upon execution of the contract. Since the newly formed joint venture is deemed to be a VIE and we are the primary beneficiary, we continue to consolidate the financial position and the results of operations of 900 Third Avenue into our consolidated financial statements and the sale was accounted for as an equity transaction.

On May 5, 2025, we sold a 25.0% equity interest in One Front Street, a 649,000 square foot Class A office building located in San Francisco, at a gross asset valuation of \$255,000,000. As part of the transaction, we have provided \$40,545,000 of seller financing for a two-year term at a fixed rate of 5.50%. We realized net proceeds of \$11,500,000 from the sale, after transaction and other costs. Since the newly formed joint venture is deemed to be a VIE and we are the primary beneficiary, we continue to consolidate the financial position and the results of operations of One Front Street into our consolidated financial statements and the sale was accounted for as an equity transaction.

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4. Consolidated Real Estate Related Funds

Real Estate Related Fund Investments (Fund X)

We are the general partner and investment manager of Paramount Group Real Estate Fund X, LP (“Fund X”) and own a 13.0% interest in the fund. The following table sets forth the details of income or loss from real estate related fund investments for the three and nine months ended September 30, 2025 and 2024.

(Amounts in thousands)	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2025	2024	2025	2024
Net investment (loss) income	\$ (18)	\$ (22)	\$ (67)	\$ 683
Net unrealized losses	-	-	-	(775)
Loss from real estate related fund investments	(18)	(22)	(67)	(92)
Less: noncontrolling interests in consolidated real estate related funds	15	19	58	93
(Loss) income from real estate related fund investments attributable to Paramount Group, Inc.	\$ (3)	\$ (3)	\$ (9)	\$ 1

Residential Development Fund (“RDF”)

We are also the general partner of RDF in which we own a 7.4% interest. RDF owns a 35.0% interest in One Steuart Lane, a for-sale residential condominium project, in San Francisco, California. We consolidate the financial results of RDF into our consolidated financial statements and reflect the 92.6% interest that we do not own as noncontrolling interests in consolidated real estate related funds. RDF accounts for its 35.0% interest in One Steuart Lane under the equity method of accounting. Accordingly, our economic interest in One Steuart Lane (based on our 7.4% ownership interest in RDF) is 2.6%. See Note 6, *Investments in Unconsolidated Joint Ventures*.

5. Investments in Unconsolidated Real Estate Related Funds

We are the general partner and investment manager of Paramount Group Real Estate Fund VIII, LP (“Fund VIII”), which invests in real estate and related investments. As of September 30, 2025, our ownership interest in Fund VIII was approximately 1.3%. We account for our investment in Fund VIII under the equity method of accounting.

As of September 30, 2025 and December 31, 2024, our share of the investments in the unconsolidated real estate related funds was \$4,416,000 and \$4,649,000, respectively, which is reflected as “investments in unconsolidated real estate related funds” on our consolidated balance sheets. We recognized income of \$71,000 and \$109,000 during the three months ended September 30, 2025 and 2024, respectively, and loss of \$79,000 and income of \$199,000 during the nine months ended September 30, 2025 and 2024, respectively, for our share of earnings, which is reflected as “income (loss) from unconsolidated real estate related funds” in our consolidated statements of income.

PARAMOUNT GROUP, INC.
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6. Investments in Unconsolidated Joint Ventures

In August 2024, the joint venture that owned Market Center, in which we had a 67.0% ownership interest, ceased making debt service payments on the non-recourse mortgage loan due to insufficient property cash flows. In January 2025, the joint venture defaulted on the \$416,544,000 mortgage loan, as it was not repaid at maturity. Subsequently, on May 30, 2025, the lenders completed the sale of Market Center through a deed-in-lieu of foreclosure. In December 2023, we wrote off our investment in Market Center to zero and discontinued the equity method of accounting. Accordingly, this sale did not have any impact on our consolidated financial statements.

The following tables summarize our investments in unconsolidated joint ventures as of the dates thereof and the income or loss from these investments for the periods set forth below.

(Amounts in thousands)	Paramount Ownership	As of	
		September 30, 2025	December 31, 2024
Our Share of Investments:			
One Steuart Lane ⁽¹⁾	35.0% ⁽²⁾	\$ 66,932	\$ 76,579
1600 Broadway ⁽¹⁾	9.2%	7,774	8,161
60 Wall Street	5.0%	6,803	1,212
Other ⁽³⁾	Various	-	-
Investments in unconsolidated joint ventures		\$ 81,509	\$ 85,952

(Amounts in thousands)	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2025	2024	2025	2024
Our Share of Net Income (Loss):				
One Steuart Lane	\$ 602	\$ (721)	\$ 2,442	\$ (828)
1600 Broadway	-	-	1	1
60 Wall Street	59	55	177	(1,576)
Other ⁽³⁾	-	(315)	-	(695)
Income (loss) from unconsolidated joint ventures	\$ 661	\$ (981)	\$ 2,620	\$ (3,098)

⁽¹⁾ As of September 30, 2025, the carrying amount of our investments in One Steuart Lane and 1600 Broadway was greater than our share of equity in these investments by \$462 and \$294, respectively, and primarily represents the unamortized portion of our capitalized acquisition costs.

⁽²⁾ Represents RDF's economic interest in One Steuart Lane, a for-sale residential condominium project. Our economic interest in One Steuart Lane (based on our 7.4% ownership interest in RDF) is 2.6%.

⁽³⁾ As of September 30, 2025, the carrying amount of our investments in the joint ventures that own 712 Fifth Avenue, 55 Second Street, 111 Sutter Street and Oder-Center, Germany were \$0. Since we have no further obligation to fund additional capital to these joint ventures, we have discontinued the equity method of accounting, and accordingly, we no longer recognize our proportionate share of earnings. Instead, we recognize income only to the extent we receive cash distributions from the joint ventures and recognize losses to the extent we make cash contributions to the joint ventures.

PARAMOUNT GROUP, INC.
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The following tables provide the combined summarized financial information of our unconsolidated joint ventures as of the dates thereof and for the periods set forth below.

(Amounts in thousands)	As of	
	September 30, 2025	December 31, 2024
Balance Sheets:		
Real estate, net	\$ 1,383,558	\$ 1,567,771
Cash and cash equivalents and restricted cash	124,488	154,669
Intangible assets, net	35,474	42,672
For-sale residential condominium units ⁽¹⁾	175,089	195,113
Deferred rent receivable	32,724	42,128
Other assets	29,351	26,813
Total assets	\$ 1,780,684	\$ 2,029,166
Notes and mortgages payable, net	\$ 1,412,745	\$ 1,783,587
Accounts payable and accrued expenses	42,324	59,860
Intangible liabilities, net	1,682	2,480
Other liabilities	67,961	73,129
Total liabilities	1,524,712	1,919,056
Equity	255,972	110,110
Total liabilities and equity	\$ 1,780,684	\$ 2,029,166

(Amounts in thousands)	For the Three Months Ended		For the Nine Months Ended	
	September 30,		September 30,	
Income Statements:	2025	2024	2025	2024
Revenues:				
Rental revenue	\$ 24,985	\$ 35,374	\$ 84,209	\$ 106,557
Other income ⁽²⁾	11,368	2,188	39,701	20,432
Total revenues	36,353	37,562	123,910	126,989
Expenses:				
Operating ⁽³⁾	22,717	23,985	72,630	80,345
Depreciation and amortization	8,207	12,464	29,094	38,232
Total expenses	30,924	36,449	101,724	118,577
Other income (expense):				
Interest and other income	1,788	1,855	5,334	4,351
Interest and debt expense	(8,536)	(14,782)	(42,673)	(44,729)
Gain on extinguishment of debt	-	-	162,517 ⁽⁴⁾	-
Gain on settlement of interest rate swap	-	2,498	-	2,498
(Loss) income before income taxes	(1,319)	(9,316)	147,364	(29,468)
Income tax expense	-	(1)	(29)	(26)
Net (loss) income	\$ (1,319)	\$ (9,317)	\$ 147,335	\$ (29,494)

⁽¹⁾ Represents residential condominium units at One Stuart Lane that are available for sale.

⁽²⁾ Includes proceeds from the sale of residential condominium units at One Stuart Lane.

⁽³⁾ Includes cost of sales relating to residential condominium units sold at One Stuart Lane.

⁽⁴⁾ Represents gain on extinguishment of debt related to Market Center. In December 2023, we wrote off our investment in Market Center to zero and discontinued the equity method of accounting for this joint venture. Accordingly, the gain on extinguishment of debt did not have an impact on our consolidated financial statements.

PARAMOUNT GROUP, INC.
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7. Intangible Assets and Liabilities

The following tables summarize our intangible assets (acquired above-market leases and acquired in-place leases) and intangible liabilities (acquired below-market leases) and the related amortization as of the dates thereof and for the periods set forth below.

(Amounts in thousands)	As of	
	September 30, 2025	December 31, 2024
Intangible assets:		
Gross amount	\$ 155,226	\$ 197,625
Accumulated amortization	(114,133)	(147,133)
	<u>\$ 41,093</u>	<u>\$ 50,492</u>
Intangible liabilities:		
Gross amount	\$ 94,615	\$ 114,618
Accumulated amortization	(78,074)	(93,748)
	<u>\$ 16,541</u>	<u>\$ 20,870</u>

(Amounts in thousands)	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2025	2024	2025	2024
Amortization of above and below-market leases, net (component of "rental revenue")	\$ 1,151	\$ 1,379	\$ 3,980	\$ 4,351
Amortization of acquired in-place leases (component of "depreciation and amortization")	2,522	2,970	8,740	12,070

The following table sets forth amortization of acquired above and below-market leases, net and amortization of acquired in-place leases for the three-month period from October 1, 2025 through December 31, 2025, and each of the five succeeding years commencing from January 1, 2026.

(Amounts in thousands)	Above and Below-Market Leases, Net	In-Place Leases
2025	\$ 998	\$ 2,116
2026	2,854	6,915
2027	2,541	6,271
2028	2,493	6,258
2029	2,066	5,634
2030	1,677	4,545

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8. Debt

On May 5, 2025, we terminated our revolving credit facility following the sale of a 25.0% equity interest in One Front Street, which was one of the two remaining properties supporting our credit facility. There was no outstanding balance on the facility at the time of termination.

On August 5, 2025, we completed a \$900,000,000 refinancing of 1301 Avenue of the Americas, a 1.8 million square-foot Class A office building in New York City. The new five-year interest-only loan has a fixed rate of 6.39% and matures in August 2030. The proceeds from the refinancing were used to repay the existing \$860,000,000 loan that bore interest at SOFR plus 277 basis points and was scheduled to mature in August 2026. We retained net proceeds of approximately \$26,000,000 after the repayment of the existing loan and closing costs.

The following table summarizes our consolidated outstanding debt.

(Amounts in thousands)	Paramount Ownership	Maturity Date	Fixed/ Variable Rate	Interest Rate as of September 30, 2025	As of	
Notes and mortgages payable:					September 30, 2025	December 31, 2024
1633 Broadway	90.0%	Dec-2029	Fixed	2.99%	\$ 1,250,000	\$ 1,250,000
One Market Plaza	49.0%	Feb-2027	Fixed	4.08%	850,000	850,000
1301 Avenue of the Americas	100.0%	Aug-2030	Fixed	6.39%	900,000	860,000
31 West 52nd Street ⁽¹⁾	100.0%	Jun-2026	Fixed	3.80%	500,000	500,000
300 Mission Street ⁽¹⁾	31.1%	Oct-2026	Fixed	4.50%	232,050	232,050
Total notes and mortgages payable				4.26%	3,732,050	3,692,050
Less: unamortized deferred financing costs					(20,546)	(15,420)
Total notes and mortgages payable, net					\$ 3,711,504	\$ 3,676,630

⁽¹⁾ These loans mature within the next twelve months. Although these loan balances exceed our projected liquidity at the time of their respective maturities, we are currently exploring various refinancing options and believe that, based on each property's operating performance, it is probable that we will be successful in refinancing each loan prior to its maturity.

9. Derivative Instruments and Hedging Activities

Prior to August 2024, we had interest rate swap agreements with an aggregate notional amount of \$500,000,000 to fix SOFR at 0.49% through August 2024. We also had interest rate cap agreements with an aggregate notional amount of \$360,000,000 to cap SOFR at 4.50% through August 2024. In August 2024, upon the expiration of these agreements, we entered into new interest rate cap agreements for an aggregate notional amount of \$860,000,000 to cap SOFR at 3.50% through August 2025. These interest rate swaps and interest rate caps were designated as cash flow hedges and therefore changes in their fair values were recognized in other comprehensive income or loss (outside of earnings). We recognized other comprehensive losses of \$345,000 and \$3,586,000 for the three months ended September 30, 2025 and 2024, respectively, and \$819,000 and \$14,241,000 for the nine months ended September 30, 2025 and 2024, respectively, from the changes in the fair value of these derivative financial instruments, which are recorded as a component of other comprehensive loss in our consolidated financial statements. See Note 11, *Accumulated Other Comprehensive Income*.

The table below provides additional details on our interest rate caps that are designated as cash flow hedges.

Property	Notional Amount	Effective Date	Maturity Date	Benchmark Rate	Strike Rate	Fair Value as of	
						September 30, 2025	December 31, 2024
(Amounts in thousands)							
1301 Avenue of the Americas	\$ 860,000	Aug-2024	Aug-2025	SOFR	3.50%	\$ -	\$ 3,650
Total interest rate cap assets designated as cash flow hedges (included in "other assets")						\$ -	\$ 3,650

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10. Equity

Stock Repurchase Program

We currently have \$15,000,000 of capacity under a \$200,000,000 stock repurchase program which was approved by our board of directors in November 2019, and allows us to repurchase shares of our common stock from time to time, in the open market or in privately negotiated transactions. We did not repurchase any shares in the nine months ended September 30, 2025. Under the terms of the Merger Agreement, subject to the restrictions set forth therein, we may not repurchase any shares of our common stock without the prior written consent of Parent.

11. Accumulated Other Comprehensive Income

The following table sets forth changes in accumulated other comprehensive income by component for the three and nine months ended September 30, 2025 and 2024, respectively, including amounts attributable to noncontrolling interests in the Operating Partnership.

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2025	2024	2025	2024
(Amounts in thousands)				
Amount of income (loss) related to the cash flow hedges recognized in other comprehensive loss ⁽¹⁾	\$ -	\$ (876)	\$ 642	\$ 1,008
Amounts reclassified from accumulated other comprehensive income decreasing interest and debt expense ⁽¹⁾	(345)	(2,710)	(1,461)	(15,249)
Amount of income (loss) related to unconsolidated joint ventures recognized in other comprehensive loss	-	(34)	-	38

⁽¹⁾ Represents amounts related to interest rate caps and interest rate swaps which were designated as cash flow hedges.

12. Noncontrolling Interests

Consolidated Joint Ventures

Noncontrolling interests in consolidated joint ventures as of September 30, 2025 were \$744,813,000, and represent the equity interests held by third parties in 1633 Broadway, 900 Third Avenue, One Market Plaza, 300 Mission Street, and One Front Street. The noncontrolling interests in consolidated joint ventures as of September 30, 2025, are net of a \$40,545,000 mezzanine loan receivable that was issued as seller financing in connection with the sale of a 25.0% interest in One Front Street. As of December 31, 2024, noncontrolling interests in consolidated joint ventures were \$495,340,000, and represented equity interests held by third parties in 1633 Broadway, One Market Plaza and 300 Mission Street.

Consolidated Real Estate Related Funds

Noncontrolling interests in our consolidated real estate related funds consist of equity interests held by third parties in RDF and Fund X. As of September 30, 2025 and December 31, 2024, the noncontrolling interests in our consolidated real estate related funds aggregated \$85,431,000 and \$82,875,000, respectively.

Operating Partnership

Noncontrolling interests in the Operating Partnership represent common units of the Operating Partnership that are held by third parties, including management, and units issued to management under equity incentive plans. Common units of the Operating Partnership may be tendered for redemption to the Operating Partnership for cash. We, at our option, may assume that obligation and pay the holder either cash or common shares on a one-for-one basis. Since the number of common shares outstanding is equal to the number of common units owned by us, the redemption value of each common unit is equal to the market value of each common share and distributions paid to each common unitholder is equivalent to dividends paid to common stockholders. As of September 30, 2025 and December 31, 2024, noncontrolling interests in the Operating Partnership on our consolidated balance sheets had a carrying amount of \$222,107,000 and \$290,005,000, respectively, and a redemption value of \$106,593,000 and \$99,085,000, respectively, based on the closing share price of our common stock on the New York Stock Exchange at the end of each period.

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13. Variable Interest Entities (“VIEs”)

In the normal course of business, we are the general partner of various types of investment vehicles, which may be considered VIEs. We may, from time to time, own equity or debt securities through vehicles, each of which are considered variable interests. Our involvement in financing the operations of the VIEs is generally limited to our investments in the entity. We consolidate these entities when we are deemed to be the primary beneficiary.

Consolidated VIEs

We are the sole general partner of, and owned approximately 93.2% of, the Operating Partnership as of September 30, 2025. The Operating Partnership is considered a VIE and is consolidated in our consolidated financial statements. Since we conduct our business through and substantially all of our interests are held by the Operating Partnership, the assets and liabilities on our consolidated financial statements represent the assets and liabilities of the Operating Partnership. As of September 30, 2025 and December 31, 2024, the Operating Partnership held interests in consolidated VIEs owning properties and real estate related funds that were determined to be VIEs. The assets of these consolidated VIEs may only be used to settle the obligations of the entities and such obligations are secured only by the assets of the entities and are non-recourse to the Operating Partnership or us. The following table summarizes the assets and liabilities of consolidated VIEs of the Operating Partnership.

(Amounts in thousands)	As of	
	September 30, 2025	December 31, 2024
Real estate, net	\$ 3,938,898	\$ 3,199,972
Cash and cash equivalents and restricted cash	364,339	280,258
Accounts and other receivables	14,708	10,067
Investments in unconsolidated joint ventures	66,932	76,579
Deferred rent receivable	201,373	192,939
Deferred charges, net	56,786	38,610
Intangible assets, net	22,930	28,569
Other assets	25,032	7,078
Total VIE assets	\$ 4,690,998	\$ 3,834,072
Notes and mortgages payable, net	\$ 2,325,671	\$ 2,320,880
Accounts payable and accrued expenses	68,066	54,877
Intangible liabilities, net	10,042	12,581
Other liabilities	6,436	5,334
Total VIE liabilities	\$ 2,410,215	\$ 2,393,672

Unconsolidated VIEs

As of September 30, 2025, the Operating Partnership held variable interests in entities that own our unconsolidated real estate related funds and an unconsolidated joint venture that were deemed to be VIEs. The following table summarizes our investments in these entities and the maximum risk of loss from these investments.

(Amounts in thousands)	As of	
	September 30, 2025	December 31, 2024
Investments in unconsolidated real estate funds	\$ 4,416	\$ 4,649
Investment in unconsolidated joint venture	6,803	1,212
Asset management fees and other receivables	794	482
Maximum risk of loss	\$ 12,013	\$ 6,343

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14. Fair Value Measurements

Financial Assets Measured at Fair Value

The following table summarizes the fair value of our financial assets that are measured at fair value on our consolidated balance sheet as of the date set forth below, based on their levels in the fair value hierarchy.

(Amounts in thousands)	As of December 31, 2024			
	Total	Level 1	Level 2	Level 3
Interest rate cap assets (included in "other assets")	\$ 3,650	\$ -	\$ 3,650	\$ -
Total assets	\$ 3,650	\$ -	\$ 3,650	\$ -

Financial Liabilities Not Measured at Fair Value

Financial liabilities not measured at fair value on our consolidated balance sheets consist of notes and mortgages payable. The following table summarizes the carrying amounts and fair value of these financial instruments as of the dates set forth below.

(Amounts in thousands)	As of September 30, 2025		As of December 31, 2024	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Notes and mortgages payable	\$ 3,732,050	\$ 3,554,506	\$ 3,692,050	\$ 3,412,126
Total liabilities	\$ 3,732,050	\$ 3,554,506	\$ 3,692,050	\$ 3,412,126

15. Leases

We lease office, retail and storage space to tenants, primarily under non-cancellable operating leases which generally have terms ranging from five to fifteen years. Most of our leases provide tenants with extension options at either fixed or market rates and few of our leases provide tenants with options to terminate early, but such options generally impose an economic penalty on the tenant upon exercising. Rental revenue is recognized in accordance with ASC Topic 842, *Leases*, and includes (i) fixed payments of cash rents, which represent revenue each tenant pays in accordance with the terms of its respective lease and that is recognized on a straight-line basis over the non-cancellable term of the lease, and includes the effects of rent steps and rent abatements under the leases, (ii) variable payments of tenant reimbursements, which are recoveries of all or a portion of the operating expenses and real estate taxes of the property and are recognized in the same period as the expenses are incurred, (iii) amortization of acquired above and below-market leases, net and (iv) lease termination income.

The following table sets forth the details of our rental revenue.

(Amounts in thousands)	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2025	2024	2025	2024
Rental revenue:				
Fixed	\$ 146,712	\$ 156,190	\$ 445,240	\$ 475,420
Variable	17,975	28,045	66,501	68,216
Total rental revenue	\$ 164,687	\$ 184,235	\$ 511,741	\$ 543,636

The following table is a schedule of future undiscounted cash flows under non-cancellable operating leases in effect as of September 30, 2025, for the three-month period from October 1, 2025 through December 31, 2025, and each of the five succeeding years and thereafter commencing January 1, 2026.

(Amounts in thousands)	
2025	\$ 135,534
2026	513,976
2027	523,072
2028	544,302
2029	530,602
2030	484,175
Thereafter	2,100,959
Total	\$ 4,832,620

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16. Fee and Other Income

The following table sets forth the details of our fee and other income.

(Amounts in thousands)	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2025	2024	2025	2024
Fee income:				
Asset management	\$ 1,944	\$ 2,134	\$ 5,724	\$ 6,756
Property management	1,280	1,695	4,179	5,096
Acquisition, disposition, leasing and other	900	2,947	3,466	5,476
Total fee income	4,124	6,776	13,369	17,328
Other income ⁽¹⁾	4,148	3,888	11,913	10,220
Total fee and other income	\$ 8,272	\$ 10,664	\$ 25,282	\$ 27,548

⁽¹⁾ Primarily comprised of (i) tenant requested services, including cleaning, overtime heating and cooling and (ii) parking income.

17. Interest and Other Income, net

The following table sets forth the details of interest and other income, net.

(Amounts in thousands)	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2025	2024	2025	2024
Interest income, net	\$ 3,112	\$ 3,517	\$ 10,953	\$ 11,393
Non-cash gain on extinguishment of IPO related tax liability	-	-	-	15,437
Total interest and other income, net	\$ 3,112	\$ 3,517	\$ 10,953	\$ 26,830

18. Interest and Debt Expense

The following table sets forth the details of interest and debt expense.

(Amounts in thousands)	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2025	2024	2025	2024
Interest expense	\$ 39,774	\$ 41,178	\$ 118,862	\$ 116,456
Amortization of deferred financing costs	4,645 ⁽¹⁾	2,627	11,041 ⁽¹⁾	7,622
Total interest and debt expense	\$ 44,419	\$ 43,805	\$ 129,903	\$ 124,078

⁽¹⁾ Includes \$2,257 in the three and nine months ended September 30, 2025 of expense from the write-off of deferred financing costs in connection with the refinancing of 1301 Avenue of the Americas, and \$1,751 in the nine months ended September 30, 2025 of expense from the write-off of deferred financing costs in connection with the modification and termination of our revolving credit facility.

PARAMOUNT GROUP, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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19. Incentive Compensation

Stock-Based Compensation

Our 2024 Equity Incentive Plan (the “2024 Plan”) provides for grants of equity awards to our executive officers, non-employee directors and employees in order to attract and motivate talent for which we compete. In addition, equity awards are an effective management retention tool as they vest over multiple years based on continued employment. Equity awards are granted in the form of (i) restricted stock and (ii) long-term incentive plan (“LTIP”) units, which represent a class of partnership interests in our Operating Partnership and are typically comprised of Time-Based LTIP units, Performance-Based LTIP units, Time-Based Appreciation Only LTIP units and Performance-Based Appreciation Only LTIP units.

We account for all stock-based compensation in accordance with ASC 718, *Compensation – Stock Compensation*. We recognized stock-based compensation expense of \$2,649,000 and \$4,373,000 for the three months ended September 30, 2025 and 2024, respectively, and \$14,261,000 and \$15,635,000 for the nine months ended September 30, 2025 and 2024, respectively, related to awards granted in prior periods. The stock-based compensation expense for the nine months ended September 30, 2025, includes \$4,438,000 of expense relating to the acceleration of vesting of the equity awards for two of our former named executive officers.

Completion of the 2022 Performance-Based Awards Program (“2022 Performance Program”)

On December 31, 2024, the three-year performance measurement period for our 2022 Performance Program ended. On February 7, 2025, the Compensation Committee of our board of directors determined that 26.7%, or 474,463 of the LTIP units that were granted under the 2022 Performance Program, were earned. Of the LTIP units that were earned, 237,225 units vested immediately on February 7, 2025 and the remaining 237,238 units are scheduled to vest on December 31, 2025.

20. Earnings Per Share

The following table summarizes our net income or loss, and the number of common shares used in the computation of basic and diluted income or loss per common share, which includes the weighted average number of common shares outstanding and the effect of dilutive potential common shares, if any.

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2025	2024	2025	2024
(Amounts in thousands, except per share amounts)				
Numerator:				
Net loss attributable to common stockholders	\$ (28,947)	\$ (9,688)	\$ (58,758)	\$ (7,642)
Earnings allocated to unvested participating securities	-	-	-	(14)
Numerator for loss per common share - basic and diluted	<u>\$ (28,947)</u>	<u>\$ (9,688)</u>	<u>\$ (58,758)</u>	<u>\$ (7,656)</u>
Denominator:				
Denominator for basic loss per common share - weighted average shares	220,513	217,315	219,254	217,209
Effect of dilutive stock-based compensation plans ⁽¹⁾	-	-	-	-
Denominator for diluted loss per common share - weighted average shares	<u>220,513</u>	<u>217,315</u>	<u>219,254</u>	<u>217,209</u>
Loss per common share - basic and diluted	<u>\$ (0.13)</u>	<u>\$ (0.04)</u>	<u>\$ (0.27)</u>	<u>\$ (0.04)</u>

⁽¹⁾ The effect of dilutive securities excludes 18,415 and 22,105 weighted average share equivalents for the three months ended September 30, 2025 and 2024, respectively, and 19,628 and 22,079 weighted average share equivalents for the nine months ended September 30, 2025 and 2024, respectively, as their effect was anti-dilutive.

PARAMOUNT GROUP, INC.
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS
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21. Related Parties

HT Consulting GmbH

Albert Behler, our Chairman, Chief Executive Officer and President, owns 100% of HT Consulting GmbH (“HTC”), a licensed broker in Germany. We have an agreement with HTC to supervise selling efforts for our joint ventures and private equity real estate related funds (or investments in feeder vehicles for these funds) to investors in Germany. Through August 15, 2025, we agreed to pay HTC for the costs incurred plus a mark-up of 10%. We incurred costs aggregating \$159,000 and \$141,000 for the three months ended September 30, 2025 and 2024, respectively, and \$378,000 and \$386,000 for the nine months ended September 30, 2025 and 2024, respectively, in connection with this agreement, with no costs incurred from and after August 15, 2025. As of September 30, 2025 and December 31, 2024, we owed \$267,000 and \$113,000, respectively, to HTC under this agreement, which is included as a component of “accounts payable and accrued expenses” on our consolidated balance sheets. Subsequent to August 15, 2025, we have agreed to pay HTC a success-based fee. We did not incur any costs in connection with this revised agreement.

Aircraft Services

Mr. Behler owns 50% of a private aviation company, in addition to owning a private aircraft that is managed by third-party aviation management companies. From time to time, Mr. Behler had utilized aircraft sourced from his private aviation company and his private aircraft for business travel. We did not incur any costs for the three months ended September 30, 2025. We incurred costs aggregating \$439,000 for the three months ended September 30, 2024, and \$147,000 and \$1,243,000 for the nine months ended September 30, 2025 and 2024, respectively, related to the charter by Mr. Behler of such aircraft for business purposes, which is included as a component of “general and administrative” in our consolidated statements of income.

Kramer Design Services

Kramer Design Services (“Kramer Design”) is 100% owned by the spouse of Mr. Behler. In February 2025, we entered into agreements with Kramer Design to provide branding and design services relating to certain of our properties in San Francisco for an aggregate cost of \$220,000 excluding expenses. We incurred costs aggregating \$123,000 and \$162,000 for the three and nine months ended September 30, 2025 respectively, in connection with services rendered pursuant to these agreements. In addition, we had entered into an agreement with Kramer Design to develop branding and signage for the Paramount Club, our amenity center at 1301 Avenue of the Americas, which opened in May 2024. We incurred costs aggregating \$42,000 for the nine months ended September 30, 2024, in connection with services rendered pursuant to this agreement.

Mannheim Trust

The Mannheim Trust is for the benefit of the children of Dr. Martin Bussmann, who is a member of our board of directors. A subsidiary of Mannheim Trust leases 3,127 square feet of office space at 712 Fifth Avenue, our 50.0% owned unconsolidated joint venture, pursuant to a lease agreement which expires in August 2026. We recognized \$31,000 and \$30,000 for the three months ended September 30, 2025 and 2024, respectively, and \$92,000 and \$89,000 for the nine months ended September 30, 2025 and 2024, respectively, for our share of rental income pursuant to this lease.

ParkProperty Capital, LP

ParkProperty Capital, LP (“ParkProperty”), an entity partially owned by Katharina Otto-Bernstein, leases 4,233 square feet at 1325 Avenue of the Americas, pursuant to a lease agreement that expires in November 2027. Ms. Otto-Bernstein is a former member of our board of directors whose term ended in May 2025 and is currently one of our significant stockholders. We recognized rental revenue of \$72,000 and \$71,000 for the three months ended September 30, 2025 and 2024, respectively, and \$214,000 and \$212,000 for the nine months ended September 30, 2025 and 2024, respectively, pursuant to this lease.

PARAMOUNT GROUP, INC.
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Debevoise and Plimpton LLP

We have entered into indemnification agreements with each of our directors and executive officers, including Wilbur Paes, our former Chief Operating Officer, Chief Financial Officer and Treasurer. Pursuant to the indemnification agreement with Mr. Paes, we have agreed to reimburse Mr. Paes for certain costs incurred in connection with the investigation described in Note 22, *Commitments and Contingencies*. These costs include certain legal fees incurred for Mr. Paes's counsel, Debevoise and Plimpton LLP ("Debevoise"), where Mr. Paes's brother is a partner, which aggregated \$635,000 and \$909,000 for the three and nine months ended September 30, 2025, respectively. As of September 30, 2025, we owed \$13,000 to Debevoise under this agreement, which is included as a component of "accounts payable and accrued expenses" on our consolidated balance sheets.

Management Agreements

We provide property management, leasing and other related services to certain properties owned by members of the Otto Family, which are collectively one of our significant stockholders. We recognized fee income of \$136,000 and \$195,000 for the three months ended September 30, 2025 and 2024, respectively, and \$427,000 and \$562,000 for the nine months ended September 30, 2025 and 2024, respectively, in connection with these agreements, which is included as a component of "fee and other income" in our consolidated statements of income. As of September 30, 2025 and December 31, 2024, amounts owed to us under these agreements aggregated \$39,000 and \$31,000, respectively, which are included as a component of "accounts and other receivables" on our consolidated balance sheets.

We also provide asset management, property management, leasing and other related services to our unconsolidated joint ventures and real estate related funds. We recognized fee income of \$3,230,000 and \$5,404,000 for the three months ended September 30, 2025 and 2024, respectively, and \$9,743,000 and \$14,214,000 for the nine months ended September 30, 2025 and 2024, respectively, in connection with these agreements, which is included as a component of "fee and other income" in our consolidated statements of income. As of September 30, 2025 and December 31, 2024, amounts owed to us under these agreements aggregated \$1,220,000 and \$1,652,000, respectively, which are included as a component of "accounts and other receivables" on our consolidated balance sheets.

PARAMOUNT GROUP, INC.
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22. Commitments and Contingencies

Insurance

We carry commercial general liability coverage on our properties, with limits of liability customary within the industry. Similarly, we are insured against the risk of direct and indirect physical damage to our properties including coverage for perils such as floods, earthquakes and windstorms. Our policies also cover the loss of rental income during an estimated reconstruction period. Our policies reflect limits and deductibles customary in the industry and specific to the buildings and portfolio. We also obtain title insurance policies when acquiring new properties. We currently have coverage for losses incurred in connection with both domestic and foreign terrorist-related activities, as well as cybersecurity incidents. While we do carry commercial general liability insurance, property insurance, terrorism insurance and cybersecurity insurance, these policies include limits and terms we consider commercially reasonable. In addition, there are certain losses (including, but not limited to, losses arising from known environmental conditions or acts of war) that are not insured, in full or in part, because they are either uninsurable or the cost of insurance makes it, in our belief, economically impractical to maintain such coverage. Should an uninsured loss arise against us, we would be required to use our own funds to resolve the issue, including litigation costs. We believe the policy specifications and insured limits are adequate given the relative risk of loss, the cost of the coverage and industry practice and, in consultation with our insurance advisors, we believe the properties in our portfolio are adequately insured.

Other Commitments and Contingencies

We are a party to various claims and routine litigation arising in the ordinary course of business. Some of these claims or others to which we may be subject from time to time may result in defense costs, settlements, fines or judgments against us, some of which are not, or cannot be, covered by insurance. Payment of any such costs, settlements, fines or judgments that are not insured could have an adverse impact on our financial position and results of operations. Should any litigation arise, we would contest it vigorously. In addition, certain litigation or the resolution of certain litigation may affect the availability or cost of some of our insurance coverage, which could adversely impact our results of operations and cash flow, expose us to increased risks that would be uninsured, and/or adversely impact our ability to attract officers and directors.

The Division of Enforcement of the SEC is conducting an investigation into the adequacy of our disclosures concerning executive compensation, perquisites, the use of corporate assets, related party transactions, and conflicts of interest. The investigation also covers possible failures of our controls and procedures relating to the topics of those disclosures. We are cooperating with the SEC. We are unable to estimate the likely outcome of this matter, or a reasonably probable range of potential costs or exposure, or the potential duration of the process, at this time.

The terms of our consolidated mortgage debt agreements in place include certain restrictions and covenants which may limit, among other things, certain investments, the incurrence of additional indebtedness and liens and the disposition or other transfer of assets and interests in the borrower and other credit parties, and require compliance with certain debt yield, debt service coverage and loan to value ratios. As of September 30, 2025, we believe we are in compliance with all of our covenants.

On March 29, 2024, the joint venture that owns 60 Wall Street, in which we have a 5.0% ownership interest, modified the existing \$575,000,000 non-recourse mortgage loan and extended the maturity to May 2029. In connection with the modification, the joint venture committed to redevelop the property and fund the necessary costs to complete the project. On behalf of the joint venture, we have provided the lender with certain guarantees, including a completion guarantee. We have agreements with our joint venture partners that indemnify us for their share of guarantees we provided. In accordance with GAAP, we recorded a liability equal to the fair value of the obligations undertaken in issuing the guarantees and record an asset equal to the fair value of the indemnification we have received. As of September 30, 2025, we have a \$13,314,000 asset and liability, which are included as a component of “other assets” and “other liabilities,” on our consolidated balance sheets.

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23. Segments

Our operating segments, which consist of each one of our properties, are aggregated into two reportable segments based on two geographic regions in which we conduct our business: New York and San Francisco. Our determination of segments is aligned with our method of internal reporting and the way our Chief Executive Officer, who is also our Chief Operating Decision Maker, makes key operating decisions, evaluates financial results and manages our business.

The following tables provide Paramount's share of Net Operating Income ("NOI") for each reportable segment for the periods set forth below.

(Amounts in thousands)	For the Three Months Ended September 30, 2025			
	Total	New York	San Francisco	Other
Property-related revenues	\$ 168,835	\$ 112,225	\$ 56,040	\$ 570
Real estate related taxes	(38,559)	(30,086)	(8,473)	-
Other operating expenses ⁽¹⁾	(40,833)	(24,346)	(14,610)	(1,877)
NOI attributable to noncontrolling interests in consolidated joint ventures	(18,686)	(3,340)	(15,346)	-
NOI from unconsolidated joint ventures	4,743	3,156	1,570	17
Paramount's share of NOI ⁽²⁾	\$ 75,500	\$ 57,609	\$ 19,181	\$ (1,290)

(Amounts in thousands)	For the Three Months Ended September 30, 2024			
	Total	New York	San Francisco	Other
Property-related revenues	\$ 188,123	\$ 116,383	\$ 71,523	\$ 217
Real estate related taxes	(37,955)	(29,440)	(8,515)	-
Other operating expenses ⁽¹⁾	(42,361)	(26,172)	(14,983)	(1,206)
NOI attributable to noncontrolling interests in consolidated joint ventures	(23,723)	(2,424)	(21,299)	-
NOI from unconsolidated joint ventures	5,384	3,407	2,018	(41)
Paramount's share of NOI ⁽²⁾	\$ 89,468	\$ 61,754	\$ 28,744	\$ (1,030)

(Amounts in thousands)	For the Nine Months Ended September 30, 2025			
	Total	New York	San Francisco	Other
Property-related revenues	\$ 523,654	\$ 336,082	\$ 185,981	\$ 1,591
Real estate related taxes	(115,264)	(88,942)	(26,322)	-
Other operating expenses ⁽¹⁾	(117,062)	(72,427)	(38,177)	(6,458)
NOI attributable to noncontrolling interests in consolidated joint ventures	(61,385)	(10,048)	(51,337)	-
NOI from unconsolidated joint ventures	14,706	9,620	4,960	126
Paramount's share of NOI ⁽²⁾	\$ 244,649	\$ 174,285	\$ 75,105	\$ (4,741)

(Amounts in thousands)	For the Nine Months Ended September 30, 2024			
	Total	New York	San Francisco	Other
Property-related revenues	\$ 553,856	\$ 347,669	\$ 206,337	\$ (150)
Real estate related taxes	(112,379)	(87,191)	(25,188)	-
Other operating expenses ⁽¹⁾	(113,869)	(69,801)	(41,203)	(2,865)
NOI attributable to noncontrolling interests in consolidated joint ventures	(70,532)	(7,600)	(62,932)	-
NOI from unconsolidated joint ventures	16,611	10,442	6,128	41
Paramount's share of NOI ⁽²⁾	\$ 273,687	\$ 193,519	\$ 83,142	\$ (2,974)

⁽¹⁾ Primarily comprised of cleaning, security, repairs and maintenance, and utilities.

⁽²⁾ NOI is used to measure the operating performance of our properties. NOI consists of rental revenue (which includes property rentals, tenant reimbursements and lease termination income) and certain other property-related revenue less operating expenses (which includes property-related expenses such as cleaning, security, repairs and maintenance, utilities, property administration and real estate taxes). We present Paramount's share of NOI which represents our share of NOI of consolidated and unconsolidated joint ventures, based on our percentage ownership in the underlying assets. We use NOI internally as a performance measure and believe it provides useful information to investors regarding our financial condition and results of operations because it reflects only those income and expense items that are incurred at the property level. Other real estate companies may use different methodologies for calculating NOI and, accordingly, our presentation of NOI may not be comparable to other real estate companies.

PARAMOUNT GROUP, INC.
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The following table provides a reconciliation of Paramount's share of NOI to net loss attributable to common stockholders for the periods set forth below.

(Amounts in thousands)	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2025	2024	2025	2024
Paramount's share of NOI	\$ 75,500	\$ 89,468	\$ 244,649	\$ 273,687
NOI attributable to noncontrolling interests in consolidated joint ventures	18,686	23,723	61,385	70,532
<i>Adjustments to arrive at net (loss) income:</i>				
Fee income	4,124	6,776	13,369	17,328
Depreciation and amortization	(57,766)	(60,071)	(176,707)	(182,920)
General and administrative	(16,340)	(16,672)	(58,112)	(49,938)
Transaction related costs	(9,981)	(242)	(10,840)	(843)
Income (loss) from unconsolidated joint ventures	661	(981)	2,620	(3,098)
NOI from unconsolidated joint ventures	(4,743)	(5,384)	(14,706)	(16,611)
Interest and other income, net	3,112	3,517	10,953	26,830
Interest and debt expense	(44,419)	(43,805)	(129,903)	(124,078)
Other, net	53	87	(146)	107
(Loss) income before income taxes	(31,113)	(3,584)	(57,438)	10,996
Income tax benefit (expense)	831	(619)	1,430	(1,328)
Net (loss) income	(30,282)	(4,203)	(56,008)	9,668
Less net (income) loss attributable to noncontrolling interests in:				
Consolidated joint ventures	(279)	(6,959)	(5,095)	(18,434)
Consolidated real estate related funds	(688)	581	(2,556)	408
Operating Partnership	2,302	893	4,901	716
Net loss attributable to common stockholders	\$ (28,947)	\$ (9,688)	\$ (58,758)	\$ (7,642)

The following table provides the total assets for each of our reportable segments as of the dates set forth below.

(Amounts in thousands)				
Total Assets as of:	Total	New York	San Francisco	Other
September 30, 2025	\$ 7,974,495	\$ 5,318,143	\$ 2,356,144	\$ 300,208
December 31, 2024	7,871,503	5,138,087	2,332,583	400,833

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

The following discussion of our financial condition and results of operations should be read in conjunction with our consolidated financial statements, including the related notes included therein.

Forward-Looking Statements

We make statements in this Quarterly Report on Form 10-Q that are considered "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, or the Securities Act, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act, which are usually identified by the use of words such as "anticipates," "believes," "estimates," "expects," "intends," "may," "plans," "projects," "seeks," "should," "will," and variations of such words or similar expressions. We intend these forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995 and are including this statement for purposes of complying with those safe harbor provisions. These forward-looking statements reflect our current views about our plans, intentions, expectations, strategies and prospects, which are based on the information currently available to us and on assumptions we have made. All forward-looking statements are made only as of the date of this Quarterly Report on Form 10-Q. Although we believe that our plans, intentions, expectations, strategies and prospects as reflected in or suggested by those forward-looking statements are reasonable, we can give no assurance that the plans, intentions, expectations or strategies will be attained or achieved. Furthermore, actual results may differ materially from those described in the forward-looking statements and will be affected by a variety of risks and factors that are beyond our control including, without limitation:

- risks associated with our ability to obtain the stockholder approval required to consummate the Mergers (as defined below) and the timing of the closing, including the risks that a condition to closing will not be satisfied within the expected timeframe or at all or that the closing will not occur;
- the occurrence of any change, effect, event, circumstance, occurrence or state of facts that could give rise to the termination of the Merger Agreement (as defined below);
- the outcome of any legal proceedings that may be instituted against the parties to, and others related to, the Mergers and the Merger Agreement;
- the risk that stockholder litigation in connection with the Mergers may affect the timing or occurrence of the Mergers or result in significant costs of defense, indemnification and liability;
- unanticipated difficulties or expenditures relating to the Mergers, the response of business partners and competitors to the announcement of the Mergers, potential difficulties in our ability to retain and hire key personnel and maintain relationships with tenants and other third parties as a result of the Mergers, and/or potential difficulties in employee retention as a result of the announcement and pendency of the Mergers;
- restrictions on our ability to pay dividends pursuant to the Merger Agreement;
- unfavorable market and economic conditions in the United States, including New York City and San Francisco, and globally, including as a result of tariffs, geopolitical tensions and elevated inflation and interest rates;
- risks associated with high concentrations of our properties in New York City and San Francisco;
- risks associated with ownership of real estate;
- decreased rental rates or increased vacancy rates;
- the risk we may lose a major tenant or that a major tenant may be adversely impacted by market and economic conditions, including tariffs, geopolitical tensions and elevated inflation and interest rates;
- trends in the office real estate industry including telecommuting, flexible work schedules, open workplaces and teleconferencing;
- limited ability to dispose of assets because of the relative illiquidity of real estate investments;
- intense competition in the real estate market that may limit our ability to acquire attractive investment opportunities and increase the costs of those opportunities;
- insufficient amounts of insurance;

- uncertainties and risks related to adverse weather conditions, natural disasters and climate change;
- risks associated with actual or threatened terrorist attacks;
- exposure to liability relating to environmental and health and safety matters;
- high costs associated with compliance with the Americans with Disabilities Act;
- failure of acquisitions to yield anticipated results;
- risks associated with real estate activity through our joint ventures and real estate related funds;
- the negative impact of any future pandemic, endemic or outbreak of infectious disease on the U.S., regional and global economies and our tenants' financial condition and results of operations;
- general volatility of the capital and credit markets and the market price of our common stock;
- exposure to government investigations and litigation or other claims;
- loss of key personnel;
- risks associated with security breaches through cyber attacks or cyber intrusions and other significant disruptions of our information technology ("IT") networks and related systems;
- risks associated with our substantial indebtedness;
- failure to refinance current or future indebtedness on favorable terms, or at all;
- failure to meet the restrictive covenants and requirements in our existing debt agreements;
- fluctuations in interest rates and increased costs to refinance or issue new debt;
- risks associated with variable rate debt, derivatives or hedging activity;
- risks associated with the market for our common stock;
- regulatory changes, including changes to tax laws and regulations;
- failure to qualify as a real estate investment trust ("REIT");
- compliance with REIT requirements, which may cause us to forgo otherwise attractive opportunities or liquidate certain of our investments; or
- any of the other risks included in this Quarterly Report on Form 10-Q or in our Annual Report on Form 10-K for the year ended December 31, 2024, including those set forth in Item 1A entitled "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2024.

Accordingly, there is no assurance that our expectations will be realized. Except as otherwise required by the U.S. federal securities laws, we disclaim any obligations or undertaking to publicly release any updates or revisions to any forward-looking statement contained herein (or elsewhere) to reflect any change in our expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based. A reader should review carefully our consolidated financial statements and the notes thereto as well as Item 1A entitled "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2024.

Proposed Mergers

On September 17, 2025, we and the Operating Partnership (collectively, the “Company Parties”), Rithm Capital Corp., a Delaware corporation (“Parent”), Panorama REIT Merger Sub, Inc., a Maryland corporation and a wholly owned subsidiary of Parent (“REIT Merger Sub”), and Panorama Operating Merger Sub LP, a Delaware limited partnership and a wholly owned subsidiary of Parent (“Operating Merger Sub” and, collectively with REIT Merger Sub and Parent, the “Parent Parties”), entered into an Agreement and Plan of Merger (the “Original Merger Agreement”). On October 8, 2025, the Company Parties and the Parent Parties entered into Amendment No. 1 to the Merger Agreement (the “Amendment,” and the Original Merger Agreement as amended by the Amendment, the “Merger Agreement”).

The Merger Agreement provides that, upon the terms and subject to the conditions set forth therein, (i) Operating Merger Sub will be merged with and into the Operating Partnership, with the Operating Partnership surviving the merger (the “Partnership Merger”) and (ii) immediately following the consummation of the Partnership Merger, the Company will be merged with and into REIT Merger Sub with REIT Merger Sub surviving the merger (the “Surviving Entity” and such merger, the “Company Merger” and, together with the Partnership Merger, the “Mergers”). Upon completion of the Mergers, the Operating Partnership and the Surviving Entity will be indirectly controlled by Parent. The Mergers and the other transactions contemplated by the Merger Agreement were approved and declared advisable by the board of directors of the Company.

Pursuant to the terms and subject to the conditions set forth in the Merger Agreement, at the effective time of the Partnership Merger (the “Partnership Merger Effective Time”), each Common Unit of the Operating Partnership (each, an “Operating Partnership Common Unit”) that is issued and outstanding immediately prior to the Partnership Merger Effective Time will be automatically cancelled and converted into the right to receive an amount in cash equal to the product of (i) the Conversion Factor (as defined in the Second Amended and Restated Limited Partnership Agreement of the Operating Partnership, dated as of October 26, 2020, by and between the Company and the limited partners party thereto) in effect on such date with respect to such Operating Partnership Common Units multiplied by (ii) \$6.60, without interest (the “Partnership Merger Consideration”). The Partnership Merger Consideration is subject to decrease in the event the Operating Partnership declares and pays any additional dividends in cash or property other than stock, which dividends are necessary to maintain the Company’s tax status as a REIT.

At the effective time of the Company Merger (the “Company Merger Effective Time”), each share of common stock of the Company, par value \$0.01 per share, that is issued and outstanding immediately prior to the Company Merger Effective Time will be automatically cancelled and converted into the right to receive an amount in cash equal to \$6.60 per share, without interest (the “Company Merger Consideration”). The Company Merger Consideration is subject to decrease in the event the Company declares and pays any additional dividends, which dividends are necessary to maintain its tax status as a REIT.

The Merger Agreement contains customary termination rights, including, but not limited to, the right of either party to terminate the Merger Agreement (i) if the Mergers have not occurred on or before 11:59 p.m. (Eastern time) on March 17, 2026, (ii) if any governmental authority of competent jurisdiction has issued a final, non-appealable order permanently restraining or otherwise prohibiting the transactions contemplated by the Merger Agreement, or (iii) if stockholder approval has not been obtained upon a vote taken at the special meeting of the Company’s stockholders or any postponement or adjournment thereof, at which a vote on the approval of the Company Merger was taken.

In certain specified circumstances further described in the Merger Agreement, in connection with the termination of the Merger Agreement, the Company will be required to pay Parent a termination payment of \$59.7 million. Pursuant to the Amendment, the definition of “Company Termination Payment” in the Original Merger Agreement was modified to provide that, notwithstanding the foregoing, the Company will instead be required to pay Parent a termination payment of \$47.7 million if the Company enters into an alternative acquisition agreement providing for a Superior Proposal (as defined in the Merger Agreement) with certain persons.

The Parent Parties have represented in the Merger Agreement that Parent had, as of the date of the Merger Agreement, and the Parent Parties will have available, as of the Company Merger Effective Time, sufficient funds or other sources of immediately available funds to pay all amounts required to be paid in connection with the Mergers.

Critical Accounting Estimates

There are no material changes to our critical accounting estimates disclosed in our Annual Report on Form 10-K for the year ended December 31, 2024.

Recently Issued Accounting Literature

A summary of our recently issued accounting literature and their potential impact on our consolidated financial statements, if any, are included in Note 2, *Basis of Presentation and Significant Accounting Policies*, to our consolidated financial statements in this Quarterly Report on Form 10-Q.

Business Overview

We are a fully-integrated REIT focused on owning, operating, managing, acquiring and redeveloping high-quality, Class A office properties in select central business district submarkets of New York City and San Francisco. We conduct our business through, and substantially all of our interests in properties and investments are held by, Paramount Group Operating Partnership LP, a Delaware limited partnership (the “Operating Partnership”). We are the sole general partner of, and owned approximately 93.2% of, the Operating Partnership as of September 30, 2025.

As of September 30, 2025, we own and/or manage a portfolio of 17 properties aggregating 13.1 million square feet comprised of:

- Eight wholly and partially owned Class A properties aggregating 8.7 million square feet in New York, comprised of 8.2 million square feet of office space and 0.5 million square feet of retail and theater space;
- Five wholly and partially owned Class A properties aggregating 3.6 million square feet in San Francisco, comprised of 3.4 million square feet of office space and 0.2 million square feet of retail space; and
- Four managed properties aggregating 0.8 million square feet in New York and Washington, D.C.

Additionally, we have an investment management business where we serve as the general partner of several real estate related funds for institutional investors and high net-worth individuals.

Dispositions

900 Third Avenue

On January 17, 2025, we sold a 45.0% equity interest in 900 Third Avenue, a 600,000 square foot Class A office building located in New York, at a gross asset valuation of \$210,000,000. We realized net proceeds of \$94,000,000 from the sale after transaction costs, of which \$9,450,000 was received in December 2024 upon execution of the contract.

One Front Street

On May 5, 2025, we sold a 25.0% equity interest in One Front Street, a 649,000 square foot Class A office building located in San Francisco, at a gross asset valuation of \$255,000,000. As part of the transaction, we have provided \$40,545,000 of seller financing for a two-year term at a fixed rate of 5.50%. We realized net proceeds of \$11,500,000 from the sale, after transaction and other costs.

Financings

Revolving Credit Facility

On May 5, 2025, we terminated our revolving credit facility following the sale of a 25.0% equity interest in One Front Street, which was one of the two remaining properties supporting our credit facility. There was no outstanding balance on the facility at the time of termination.

1301 Avenue of the Americas

On August 5, 2025, we completed a \$900,000,000 refinancing of 1301 Avenue of the Americas, a 1.8 million square-foot Class A office building in New York City. The new five-year interest-only loan has a fixed rate of 6.39% and matures in August 2030. The proceeds from the refinancing were used to repay the existing \$860,000,000 loan that bore interest at a weighted average rate of SOFR plus 277 basis points and was scheduled to mature in August 2026. We retained net proceeds of approximately \$26,000,000 after the repayment of the existing loan and closing costs.

Other

In August 2024, the joint venture that owned Market Center, in which we had a 67.0% ownership interest, ceased making debt service payments on the non-recourse mortgage loan due to insufficient property cash flows. In January 2025, the joint venture defaulted on the \$416,544,000 mortgage loan, as it was not repaid at maturity. Subsequently, on May 30, 2025, the lenders completed the sale of Market Center through a deed-in-lieu of foreclosure.

Stock Repurchase Program

We currently have \$15,000,000 of capacity under a \$200,000,000 stock repurchase program which was approved by our board of directors in November 2019, and allows us to repurchase shares of our common stock from time to time, in the open market or in privately negotiated transactions. We did not repurchase any shares in the nine months ended September 30, 2025. Under the terms of the Merger Agreement, subject to the restrictions set forth therein, we may not repurchase any shares of our common stock without the prior written consent of Parent.

Leasing Results - Three Months Ended September 30, 2025

The following table presents the details on the leases signed during the three months ended September 30, 2025. It is not intended to coincide with the commencement of rental revenue in accordance with accounting principles generally accepted in the United States of America ("GAAP"). The leasing statistics, except for square feet leased, represent office space only.

Three Months Ended September 30, 2025	Total	New York	San Francisco
Total square feet leased	547,812	463,575	84,237
Pro rata share of total square feet leased:	481,246	440,567	40,679
Initial rent ⁽¹⁾	\$ 82.45	\$ 81.08	\$ 97.20
Weighted average lease term (in years)	13.2	13.8	6.7
Tenant improvements and leasing commissions:			
Per square foot	\$ 173.44	\$ 182.35	\$ 76.97
Per square foot per annum	\$ 13.13	\$ 13.21	\$ 11.46
Percentage of initial rent	15.9%	16.3%	11.8%
Rent concessions:			
Average free rent period (in months)	11.3	12.0	3.9
Average free rent period per annum (in months)	0.9	0.9	0.6
Second generation space: ⁽²⁾			
Square feet	130,756	98,896	31,860
Cash basis:			
Initial rent ⁽¹⁾	\$ 85.50	\$ 82.87	\$ 93.66
Prior escalated rent ⁽³⁾	\$ 80.33	\$ 73.64	\$ 101.10
Percentage increase (decrease)	6.4%	12.5%	(7.4%)
GAAP basis:			
Straight-line rent	\$ 84.78	\$ 80.82	\$ 97.05
Prior straight-line rent	\$ 74.42	\$ 69.77	\$ 88.85
Percentage increase	13.9%	15.8%	9.2%

⁽¹⁾ Represents the weighted average cash basis starting rent per square foot and does not include free rent or periodic step-ups in rent.

⁽²⁾ Represents space leased in the current period (i) that has been vacant for less than twelve months, or (ii) that has been leased ahead of its originally scheduled expiration.

⁽³⁾ Represents the weighted average cash basis rents (including reimbursements) per square foot at expiration.

The following table presents same store leased occupancy (at share) as of the dates set forth below.

Same Store Leased Occupancy ⁽¹⁾	Total	New York	San Francisco
As of September 30, 2025	89.7%	93.8%	74.4%
As of June 30, 2025	85.4%	88.1%	75.1%

⁽¹⁾ Represents percentage of square feet that is leased, including signed leases not yet commenced, for properties in our same store portfolio. Our same store portfolio excludes 60 Wall Street in New York and 111 Sutter Street in San Francisco.

Leasing Results - Three Months Ended September 30, 2025

In the three months ended September 30, 2025, we leased 547,812 square feet, of which our share was 481,246 square feet that was leased at a weighted average initial rent of \$82.45 per square foot. This leasing activity, partially offset by lease expirations in the three months, increased same store leased occupancy by 430 basis points to 89.7% at September 30, 2025 from 85.4% at June 30, 2025.

Of the 547,812 square feet leased in the three months, 130,756 square feet represented our share of second generation space for which rental rates increased by 13.9% on a GAAP basis and 6.4% on a cash basis. The weighted average lease term for leases signed during the three months was 13.2 years and weighted average tenant improvements and leasing commissions on these leases were \$13.13 per square foot per annum, or 15.9% of initial rent.

New York

In the three months ended September 30, 2025, we leased 463,575 square feet in our New York portfolio, of which our share was 440,567 square feet that was leased at a weighted average initial rent of \$81.08 per square foot. This leasing activity, partially offset by lease expirations in the three months, increased same store leased occupancy by 570 basis points to 93.8% at September 30, 2025 from 88.1% at June 30, 2025.

Of the 463,575 square feet leased in the three months, 98,896 square feet represented our share of second generation space for which rental rates increased by 15.8% on a GAAP basis and 12.5% on a cash basis. The weighted average lease term for leases signed during the three months was 13.8 years and weighted average tenant improvements and leasing commissions on these leases were \$13.21 per square foot per annum, or 16.3% of initial rent.

San Francisco

In the three months ended September 30, 2025, we leased 84,237 square feet in our San Francisco portfolio, of which our share was 40,679 square feet that was leased at a weighted average initial rent of \$97.20 per square foot. This leasing activity, offset by lease expirations in the three months, decreased same store leased occupancy by 70 basis points to 74.4% at September 30, 2025 from 75.1% at June 30, 2025.

Of the 84,237 square feet leased in the three months, 31,860 square feet represented our share of second generation space for which rental rates increased by 9.2% on a GAAP basis and decreased 7.4% on a cash basis. The weighted average lease term for leases signed during the three months was 6.7 years and weighted average tenant improvements and leasing commissions on these leases were \$11.46 per square foot per annum, or 11.8% of initial rent.

Leasing Results - Nine Months Ended September 30, 2025

The following table presents the details on the leases signed during the nine months ended September 30, 2025. It is not intended to coincide with the commencement of rental revenue in accordance with GAAP. The leasing statistics, except for square feet leased, represent office space only.

Nine Months Ended September 30, 2025	Total	New York	San Francisco
Total square feet leased	1,236,396	953,065	283,331
Pro rata share of total square feet leased:	923,314	779,992	143,322
Initial rent ⁽¹⁾	\$ 83.87	\$ 81.95	\$ 94.34
Weighted average lease term (in years)	13.1	13.8	9.1
Tenant improvements and leasing commissions:			
Per square foot	\$ 182.17	\$ 183.79	\$ 173.36
Per square foot per annum	\$ 13.93	\$ 13.32	\$ 18.99
Percentage of initial rent	16.6%	16.2%	20.1%
Rent concessions:			
Average free rent period (in months)	12.5	13.1	8.9
Average free rent period per annum (in months)	1.0	1.0	1.0
Second generation space: ⁽²⁾			
Square feet	417,702	319,147	98,555
Cash basis:			
Initial rent ⁽¹⁾	\$ 88.12	\$ 86.08	\$ 94.71
Prior escalated rent ⁽³⁾	\$ 89.37	\$ 83.95	\$ 106.92
Percentage (decrease) increase	(1.4%)	2.5%	(11.4%)
GAAP basis:			
Straight-line rent	\$ 88.04	\$ 84.31	\$ 100.10
Prior straight-line rent	\$ 82.62	\$ 79.04	\$ 94.22
Percentage increase	6.6%	6.7%	6.2%

⁽¹⁾ Represents the weighted average cash basis starting rent per square foot and does not include free rent or periodic step-ups in rent.

⁽²⁾ Represents space leased in the current period (i) that has been vacant for less than twelve months, or (ii) that has been leased ahead of its originally scheduled expiration.

⁽³⁾ Represents the weighted average cash basis rents (including reimbursements) per square foot at expiration.

The following table presents same store leased occupancy (at share) as of the dates set forth below.

Same Store Leased Occupancy ⁽¹⁾	Total	New York	San Francisco
As of September 30, 2025	89.7%	93.8%	74.4%
As of December 31, 2024	84.8%	85.0%	83.8%

⁽¹⁾ Represents percentage of square feet that is leased, including signed leases not yet commenced, for properties in our same store portfolio. Our same store portfolio excludes 60 Wall Street in New York and 111 Sutter Street in San Francisco.

Leasing Results - Nine Months Ended September 30, 2025

In the nine months ended September 30, 2025, we leased 1,236,396 square feet, of which our share was 923,314 square feet that was leased at a weighted average initial rent of \$83.87 per square foot. This leasing activity, partially offset by lease expirations in the nine months, including the scheduled expiration of Google's lease in April 2025 at One Market Plaza in our San Francisco portfolio, increased same store leased occupancy by 490 basis points to 89.7% at September 30, 2025 from 84.8% at December 31, 2024.

Of the 1,236,396 square feet leased in the nine months, 417,702 square feet represented our share of second generation space for which rental rates increased by 6.6% on a GAAP basis and decreased by 1.4% on a cash basis. The weighted average lease term for leases signed during the nine months was 13.1 years and weighted average tenant improvements and leasing commissions on these leases were \$13.93 per square foot per annum, or 16.6% of initial rent.

New York

In the nine months ended September 30, 2025, we leased 953,065 square feet in our New York portfolio, of which our share was 779,992 square feet that was leased at a weighted average initial rent of \$81.95 per square foot. This leasing activity, partially offset by lease expirations in the nine months, increased same store leased occupancy by 880 basis points to 93.8% at September 30, 2025 from 85.0% at December 31, 2024.

Of the 953,065 square feet leased in the nine months, 319,147 square feet represented our share of second generation space for which rental rates increased by 6.7% on a GAAP basis and 2.5% on a cash basis. The weighted average lease term for leases signed during the nine months was 13.8 years and weighted average tenant improvements and leasing commissions on these leases were \$13.32 per square foot per annum, or 16.2% of initial rent.

San Francisco

In the nine months ended September 30, 2025, we leased 283,331 square feet in our San Francisco portfolio, of which our share was 143,322 square feet that was leased at a weighted average initial rent of \$94.34 per square foot. This leasing activity, offset by lease expirations in the nine months, including the scheduled expiration of Google's lease in April 2025 at One Market Plaza, decreased same store leased occupancy by 940 basis points to 74.4% at September 30, 2025 from 83.8% at December 31, 2024. The decrease in same store leased occupancy was driven primarily by the scheduled expiration of Google's lease in April 2025 at One Market Plaza.

Of the 283,331 square feet leased in the nine months, 98,555 square feet represented our share of second generation space for which rental rates increased by 6.2% on a GAAP basis and decreased by 11.4% on a cash basis. The weighted average lease term for leases signed during the nine months was 9.1 years and weighted average tenant improvements and leasing commissions on these leases were \$18.99 per square foot per annum, or 20.1% of initial rent.

Financial Results - Three Months Ended September 30, 2025 and 2024

Net Income, FFO and Core FFO

Net loss attributable to common stockholders was \$28,947,000, or \$0.13 per diluted share, for the three months ended September 30, 2025, compared to \$9,688,000, or \$0.04 per diluted share, for the three months ended September 30, 2024. Net loss attributable to common stockholders for the three months ended September 30, 2025 includes \$9,043,000, or \$0.04 per diluted share, of transaction related costs relating to the proposed Mergers.

Funds from Operations (“FFO”) attributable to common stockholders was \$17,112,000, or \$0.08 per diluted share, for the three months ended September 30, 2025, compared to \$40,078,000, or \$0.18 per diluted share, for the three months ended September 30, 2024. FFO attributable to common stockholders for the three months ended September 30, 2025 includes \$9,043,000, or \$0.04 per diluted share, of transaction related costs relating to the proposed Mergers. FFO attributable to common stockholders for the three months ended September 30, 2025 and 2024 also includes the impact of non-core items, which are listed in the table on page 57. The aggregate of the non-core items, net of amounts attributable to noncontrolling interests, decreased FFO attributable to common stockholders for the three months ended September 30, 2025 and 2024 by \$14,397,000 and \$445,000, respectively, or \$0.06 and \$0.01 per diluted share, respectively.

Core Funds from Operations (“Core FFO”) attributable to common stockholders, which excludes the impact of the non-core items listed on page 57, was \$31,509,000, or \$0.14 per diluted share, for the three months ended September 30, 2025, compared to \$40,523,000 or \$0.19 per diluted share, for the three months ended September 30, 2024.

Same Store Results

The table below summarizes the percentage increase or decrease in our share of Same Store NOI and Same Store Cash NOI, by segment, for the three months ended September 30, 2025 versus September 30, 2024.

	Total	New York	San Francisco
Same Store NOI	(12.0%)	(5.0%)	(28.0%)
Same Store Cash NOI	(8.0%)	5.6%	(33.9%)

See pages 51-57 “Non-GAAP Financial Measures” for a reconciliation of these measures to the most directly comparable GAAP measure and the reasons why we believe these non-GAAP measures are useful.

Financial Results - Nine Months Ended September 30, 2025 and 2024

Net Income, FFO and Core FFO

Net loss attributable to common stockholders was \$58,758,000, or \$0.27 per diluted share, for the nine months ended September 30, 2025, compared to \$7,642,000, or \$0.04 per diluted share, for the nine months ended September 30, 2024. Net loss attributable to common stockholders for the nine months ended September 30, 2025 includes (i) \$9,608,000, or \$0.04 per diluted share, of transaction related costs relating to the proposed Mergers, and (ii) \$7,535,000, or \$0.03 per diluted share, of expense relating to acceleration of equity awards and severance payments. Net loss attributable to common stockholders for the nine months ended September 30, 2024 includes a \$14,148,000, or \$0.07 per diluted share, non-cash gain on extinguishment of a tax liability related to our initial public offering.

FFO attributable to common stockholders was \$80,982,000, or \$0.37 per diluted share, for the nine months ended September 30, 2025, compared to \$142,554,000, or \$0.66 per diluted share, for the nine months ended September 30, 2024. FFO attributable to common stockholders for the nine months ended September 30, 2025 includes (i) \$9,608,000, or \$0.04 per diluted share, of transaction related costs relating to the proposed Mergers, and (ii) \$7,535,000, or \$0.03 per diluted share, of expense relating to acceleration of equity awards and severance payments. FFO attributable to common stockholders for the nine months ended September 30, 2024 includes \$14,148,000, or \$0.07 per diluted share, of a non-cash gain on extinguishment of a tax liability related to our initial public offering. FFO attributable to common stockholders for the nine months ended September 30, 2025 and 2024 also includes the impact of other non-core items, which are listed in the table on page 57. The aggregate of the non-core items, net of amounts attributable to noncontrolling interests, decreased FFO attributable to common stockholders for the nine months ended September 30, 2025 by \$25,345,000, or \$0.11 per diluted share, and increased FFO attributable to common stockholders for the nine months ended September 30, 2024 by \$10,665,000, or \$0.05 per diluted share.

Core FFO attributable to common stockholders, which excludes the impact of the non-core items listed on page 57, was \$106,327,000, or \$0.48 per diluted share, for the nine months ended September 30, 2025, compared to \$131,889,000, or \$0.61 per diluted share, for the nine months ended September 30, 2024.

Same Store Results

The table below summarizes the percentage increase or decrease in our share of Same Store NOI and Same Store Cash NOI, by segment, for the nine months ended September 30, 2025 versus September 30, 2024.

	Total	New York	San Francisco
Same Store NOI	(7.3%)	(7.9%)	(5.9%)
Same Store Cash NOI	(3.8%)	(3.0%)	(5.5%)

See pages 51-57 “Non-GAAP Financial Measures” for a reconciliation of these measures to the most directly comparable GAAP measure and the reasons why we believe these non-GAAP measures are useful.

Results of Operations - Three Months Ended September 30, 2025 and 2024

The following pages summarize our consolidated results of operations for the three months ended September 30, 2025 and 2024.

	For the Three Months Ended September 30,		
(Amounts in thousands)	2025	2024	Change
Revenues:			
Rental revenue	\$ 164,687	\$ 184,235	\$ (19,548)
Fee and other income	8,272	10,664	(2,392)
Total revenues	172,959	194,899	(21,940)
Expenses:			
Operating	79,392	80,316	(924)
Depreciation and amortization	57,766	60,071	(2,305)
General and administrative	16,340	16,672	(332)
Transaction related costs	9,981	242	9,739
Total expenses	163,479	157,301	6,178
Other income (expense):			
Loss from real estate related fund investments	(18)	(22)	4
Income from unconsolidated real estate related funds	71	109	(38)
Income (loss) from unconsolidated joint ventures	661	(981)	1,642
Interest and other income, net	3,112	3,517	(405)
Interest and debt expense	(44,419)	(43,805)	(614)
Loss before income taxes	(31,113)	(3,584)	(27,529)
Income tax benefit (expense)	831	(619)	1,450
Net loss	(30,282)	(4,203)	(26,079)
Less net (income) loss attributable to noncontrolling interests in:			
Consolidated joint ventures	(279)	(6,959)	6,680
Consolidated real estate related funds	(688)	581	(1,269)
Operating Partnership	2,302	893	1,409
Net loss attributable to common stockholders	\$ (28,947)	\$ (9,688)	\$ (19,259)

Revenues

Our revenues, which consist of rental revenue and fee and other income, were \$172,959,000 for the three months ended September 30, 2025, compared to \$194,899,000 for the three months ended September 30, 2024, a decrease of \$21,940,000. Below are the details of the increase or decrease by segment.

(Amounts in thousands)	<u>Total</u>	<u>New York</u>	<u>San Francisco</u>	<u>Other</u>
Rental revenue				
Same store operations	\$ (18,404)	\$ (3,191) ⁽¹⁾	\$ (15,213) ⁽²⁾	\$ -
Lease termination income	(1,229)	(1,179) ⁽³⁾	(50)	-
Other, net	85	(3)	(65)	153
(Decrease) increase in rental revenue	\$ (19,548)	\$ (4,373)	\$ (15,328)	\$ 153
Fee and other income				
Fee income				
Asset management	\$ (190)	\$ -	\$ -	\$ (190)
Property management	(415)	-	-	(415)
Acquisition, disposition, leasing and other	(2,047)	-	-	(2,047)
Decrease in fee income	(2,652)	-	-	(2,652)
Other income				
Same store operations	260	215	(155)	200
Increase (decrease) in other income	260	215	(155)	200
(Decrease) increase in fee and other income	\$ (2,392)	\$ 215	\$ (155)	\$ (2,452)
Total decrease in revenues	\$ (21,940)	\$ (4,158)	\$ (15,483)	\$ (2,299)

⁽¹⁾ Primarily due to lower average occupancy at 900 Third Avenue and lower tenant reimbursement income in the current year.

⁽²⁾ Primarily due to lower average occupancy at One Market Plaza due to the scheduled expiration of Google's lease in April 2025 and a true-up of expense billings in the prior year.

⁽³⁾ Due to income in the prior year in connection with a tenant's lease termination at 31 West 52nd Street.

Expenses

Our expenses, which consist of operating, depreciation and amortization, general and administrative and transaction related costs, were \$163,479,000 for the three months ended September 30, 2025, compared to \$157,301,000 for the three months ended September 30, 2024, an increase of \$6,178,000. Below are the details of the increase or decrease by segment.

(Amounts in thousands)	Total	New York	San Francisco	Other
Operating				
Same store operations	\$ (255)	\$ 160	\$ (415)	\$ -
Other, net	(669)	(1,397)	-	728
(Decrease) increase in operating	\$ (924)	\$ (1,237)	\$ (415)	\$ 728
Depreciation and amortization				
Operations	\$ (2,305)	\$ (536)	\$ (1,600) ⁽¹⁾	\$ (169)
Decrease in depreciation and amortization	\$ (2,305)	\$ (536)	\$ (1,600)	\$ (169)
General and administrative				
Operations	\$ (332)	\$ -	\$ -	\$ (332)
Decrease in general and administrative	\$ (332)	\$ -	\$ -	\$ (332)
Increase in transaction related costs	\$ 9,739	\$ -	\$ -	\$ 9,739 ⁽²⁾
Total increase (decrease) in expenses	\$ 6,178	\$ (1,773)	\$ (2,015)	\$ 9,966

⁽¹⁾ Primarily due to lower amortization of in-place lease assets and depreciation of tenant improvements at One Front Street due to the expiration of related leases.

⁽²⁾ Primarily due to costs related to the proposed Mergers.

Loss from Real Estate Related Fund Investments

Loss from real estate related fund investments was \$18,000 for the three months ended September 30, 2025, compared to \$22,000 for the three months ended September 30, 2024, a decrease in loss of \$4,000.

Income from Unconsolidated Real Estate Related Funds

Income from unconsolidated real estate related funds was \$71,000 for the three months ended September 30, 2025, compared to \$109,000 for the three months ended September 30, 2024, a decrease in income of \$38,000. This decrease resulted primarily from lower investment income in the current year.

Income (Loss) from Unconsolidated Joint Ventures

Income from unconsolidated joint ventures was \$661,000 for the three months ended September 30, 2025, compared to loss from unconsolidated joint ventures of \$981,000 for the three months ended September 30, 2024, an increase in income of \$1,642,000. This increase resulted primarily from Residential Development Fund's ("RDF") share of higher gains on the sale of residential condominium units at One Steuart Lane in the current year.

Interest and Other Income, net

Interest and other income, net was \$3,112,000 for the three months ended September 30, 2025, compared to \$3,517,000 for the three months ended September 30, 2024, a decrease in income of \$405,000. This decrease resulted primarily from lower yields on investments in the current year.

Interest and Debt Expense

Interest and debt expense was \$44,419,000 for the three months ended September 30, 2025, compared to \$43,805,000 for the three months ended September 30, 2024, an increase of \$614,000. This increase resulted primarily from a \$2,257,000 write-off of deferred financing costs in connection with the refinancing of 1301 Avenue of the Americas in August 2025, partially offset by amortization of deferred financing costs in the prior year relating to our revolving credit facility which was terminated in May 2025.

Income Tax Benefit (Expense)

Income tax benefit was \$831,000 for the three months ended September 30, 2025, compared to income tax expense of \$619,000 for the three months ended September 30, 2024, an increase in income tax benefit of \$1,450,000. This increase resulted primarily from a true-up of the prior year's tax provision in the current year.

Net Income Attributable to Noncontrolling Interests in Consolidated Joint Ventures

Net income attributable to noncontrolling interests in consolidated joint ventures was \$279,000 for the three months ended September 30, 2025, compared to \$6,959,000 for the three months ended September 30, 2024, a \$6,680,000 decrease in net income attributable to noncontrolling interests in consolidated joint ventures. This decrease in income resulted primarily from lower net income attributable to noncontrolling interests in One Market Plaza and 300 Mission Street.

Net (Income) Loss Attributable to Noncontrolling Interests in Consolidated Real Estate Related Funds

Net income attributable to noncontrolling interests in consolidated real estate related funds was \$688,000 for the three months ended September 30, 2025, compared to net loss attributable to noncontrolling interests in consolidated real estate related funds of \$581,000 for the three months ended September 30, 2024, an increase in net income attributable to noncontrolling interests in consolidated real estate related funds of \$1,269,000. This increase in income resulted primarily from RDF's share of higher gains on the sale of residential condominium units at One Steuart Lane.

Net Loss Attributable to Noncontrolling Interests in Operating Partnership

Net loss attributable to noncontrolling interests in the Operating Partnership was \$2,302,000 for the three months ended September 30, 2025, compared to \$893,000 for the three months ended September 30, 2024, an increase in net loss allocated to noncontrolling interests of \$1,409,000. This increase in loss resulted from higher net loss subject to allocation to the unitholders of the Operating Partnership.

Results of Operations - Nine Months Ended September 30, 2025 and 2024

The following pages summarize our consolidated results of operations for the nine months ended September 30, 2025 and 2024.

	For the Nine Months Ended September 30,		
(Amounts in thousands)	2025	2024	Change
Revenues:			
Rental revenue	\$ 511,741	\$ 543,636	\$ (31,895)
Fee and other income	25,282	27,548	(2,266)
Total revenues	537,023	571,184	(34,161)
Expenses:			
Operating	232,326	226,248	6,078
Depreciation and amortization	176,707	182,920	(6,213)
General and administrative	58,112	49,938	8,174
Transaction related costs	10,840	843	9,997
Total expenses	477,985	459,949	18,036
Other income (expense):			
Loss from real estate related fund investments	(67)	(92)	25
(Loss) income from unconsolidated real estate related funds	(79)	199	(278)
Income (loss) from unconsolidated joint ventures	2,620	(3,098)	5,718
Interest and other income, net	10,953	26,830	(15,877)
Interest and debt expense	(129,903)	(124,078)	(5,825)
(Loss) income before income taxes	(57,438)	10,996	(68,434)
Income tax benefit (expense)	1,430	(1,328)	2,758
Net (loss) income	(56,008)	9,668	(65,676)
Less net (income) loss attributable to noncontrolling interests in:			
Consolidated joint ventures	(5,095)	(18,434)	13,339
Consolidated real estate related funds	(2,556)	408	(2,964)
Operating Partnership	4,901	716	4,185
Net loss attributable to common stockholders	\$ (58,758)	\$ (7,642)	\$ (51,116)

Revenues

Our revenues, which consist of rental revenue and fee and other income, were \$537,023,000 for the nine months ended September 30, 2025, compared to \$571,184,000 for the nine months ended September 30, 2024, a decrease of \$34,161,000. Below are the details of the increase or decrease by segment.

(Amounts in thousands)	<u>Total</u>	<u>New York</u>	<u>San Francisco</u>	<u>Other</u>
Rental revenue				
Same store operations	\$ (29,391)	\$ (9,570) ⁽¹⁾	\$ (19,821) ⁽²⁾	\$ -
Lease termination income	(1,426)	(1,469) ⁽³⁾	43	-
Other, net	(1,078)	(684)	(46)	(348)
Decrease in rental revenue	\$ (31,895)	\$ (11,723)	\$ (19,824)	\$ (348)
Fee and other income				
Fee income				
Asset management	\$ (1,032)	\$ -	\$ -	\$ (1,032)
Property management	(917)	-	-	(917)
Acquisition, disposition, leasing and other	(2,010)	-	-	(2,010)
Decrease in fee income	(3,959)	-	-	(3,959)
Other income				
Same store operations	1,693	136	(532)	2,089
Increase (decrease) in other income	1,693	136	(532)	2,089
(Decrease) increase in fee and other income	\$ (2,266)	\$ 136	\$ (532)	\$ (1,870)
Total decrease in revenues	\$ (34,161)	\$ (11,587)	\$ (20,356)	\$ (2,218)

⁽¹⁾ Primarily due to lower average occupancy at 31 West 52nd Street due to the scheduled expiration of Clifford Chance's lease in June 2024 and lower average occupancy at 900 Third Avenue.

⁽²⁾ Primarily due to lower average occupancy at One Market Plaza due to the scheduled expiration of Google's lease in April 2025 and a true-up of expense billings in the prior year.

⁽³⁾ Primarily due to income of \$3,152 in the prior year, in connection with a tenant's lease termination at 31 West 52nd Street, partially offset by income of \$1,558 in the current year.

Expenses

Our expenses, which consist of operating, depreciation and amortization, general and administrative and transaction related costs, were \$477,985,000 for the nine months ended September 30, 2025, compared to \$459,949,000 for the nine months ended September 30, 2024, an increase of \$18,036,000. Below are the details of the increase or decrease by segment.

(Amounts in thousands)	<u>Total</u>	<u>New York</u>	<u>San Francisco</u>	<u>Other</u>
Operating				
Same store operations	\$ 4,258	\$ 6,150 ⁽¹⁾	\$ (1,892)	\$ -
Other, net	1,820	(1,951)	-	3,771
Increase (decrease) in operating	\$ 6,078	\$ 4,199	\$ (1,892)	\$ 3,771
Depreciation and amortization				
Operations	\$ (6,213)	\$ (3,863) ⁽²⁾	\$ (1,953) ⁽³⁾	\$ (397)
Decrease in depreciation and amortization	\$ (6,213)	\$ (3,863)	\$ (1,953)	\$ (397)
General and administrative				
Operations	\$ (14)	\$ -	\$ -	\$ (14)
Severance costs	8,188	-	-	8,188 ⁽⁴⁾
Increase in general and administrative	\$ 8,174	\$ -	\$ -	\$ 8,174
Increase in transaction related costs	\$ 9,997	\$ -	\$ -	\$ 9,997 ⁽⁵⁾
Total increase (decrease) in expenses	\$ 18,036	\$ 336	\$ (3,845)	\$ 21,545

(1) Primarily due to higher utilities, repairs and maintenance, and real estate taxes.

(2) Primarily due to a write-off of tenant improvements in the prior year at 1633 Broadway.

(3) Primarily due to lower amortization of in-place lease assets and depreciation of tenant improvements at One Front Street and One Market Plaza due to the expiration of such leases.

(4) Represents costs relating to acceleration of equity awards and severance payments.

(5) Primarily due to costs related to the proposed Mergers.

Loss from Real Estate Related Fund Investments

Loss from real estate related fund investments was \$67,000 for the nine months ended September 30, 2025, compared to \$92,000 for the nine months ended September 30, 2024, a decrease in loss of \$25,000.

(Loss) Income from Unconsolidated Real Estate Related Funds

Loss from unconsolidated real estate related funds was \$79,000 for the nine months ended September 30, 2025, compared to income from unconsolidated real estate related funds of \$199,000 for the nine months ended September 30, 2024, a decrease in income of \$278,000. This decrease resulted primarily from unrealized losses on mezzanine loan investments and lower investment income in the current year.

Income (Loss) from Unconsolidated Joint Ventures

Income from unconsolidated joint ventures was \$2,620,000 for the nine months ended September 30, 2025, compared to loss from unconsolidated joint ventures of \$3,098,000 for the nine months ended September 30, 2024, an increase in income of \$5,718,000. This increase in income resulted from:

(Amounts in thousands)

One Steuart Lane (higher income in the current year)	\$	3,270 ⁽¹⁾
60 Wall Street (losses in the prior year)		1,753 ⁽²⁾
Other, net		695
Total increase in income	\$	5,718

(1) Primarily due to RDF's share of gains on the sale of residential condominium units at One Steuart Lane in the current year.

(2) Primarily due to recognition of previously deferred losses upon the resumption of the equity method of accounting in the prior year.

Interest and Other Income, net

Interest and other income, net was \$10,953,000 for the nine months ended September 30, 2025, compared to \$26,830,000 for the nine months ended September 30, 2024, a decrease in income of \$15,877,000. This decrease resulted primarily from a \$15,437,000 non-cash gain on extinguishment of a tax liability related to our initial public offering in the prior year and lower yields on investments in the current year.

Interest and Debt Expense

Interest and debt expense was \$129,903,000 for the nine months ended September 30, 2025, compared to \$124,078,000 for the nine months ended September 30, 2024, an increase of \$5,825,000. This increase resulted primarily from (i) the expiration of interest rate swaps on \$500,000,000 of our debt at 1301 Avenue of the Americas in August 2024 and (ii) \$4,008,000 of write-offs of deferred financing costs in connection with the refinancing of 1301 Avenue of the Americas in August 2025 and the modification and termination of our credit facility in May 2025, partially offset by (iii) lower interest expense on the \$360,000,000 variable rate portion of our debt at 1301 Avenue of the Americas and (iv) lower amortization of deferred financing costs in the current year relating to our revolving credit facility.

Income Tax Benefit (Expense)

Income tax benefit was \$1,430,000 for the nine months ended September 30, 2025, compared to income tax expense of \$1,328,000 for the nine months ended September 30, 2024, an increase in income tax benefit of \$2,758,000. This increase resulted primarily from a true-up of the prior year's tax provision in the current year.

Net Income Attributable to Noncontrolling Interests in Consolidated Joint Ventures

Net income attributable to noncontrolling interests in consolidated joint ventures was \$5,095,000 for the nine months ended September 30, 2025, compared to \$18,434,000 for the nine months ended September 30, 2024, a \$13,339,000 decrease in net income attributable to noncontrolling interests in consolidated joint ventures. This decrease in income resulted primarily from lower net income attributable to noncontrolling interests in One Market Plaza and 300 Mission Street in the current year.

Net (Income) Loss Attributable to Noncontrolling Interests in Consolidated Real Estate Related Funds

Net income attributable to noncontrolling interests in consolidated real estate related funds was \$2,556,000 for the nine months ended September 30, 2025, compared to net loss attributable to noncontrolling interests in consolidated real estate related funds of \$408,000 for the nine months ended September 30, 2024, an increase in net income attributable to noncontrolling interests in consolidated real estate related funds of \$2,964,000. This increase in income resulted primarily from RDF's share of higher gains on the sale of residential condominium units at One Steuart Lane in the current year.

Net Loss Attributable to Noncontrolling Interests in Operating Partnership

Net loss attributable to noncontrolling interests in the Operating Partnership was \$4,901,000 for the nine months ended September 30, 2025, compared to \$716,000 for the nine months ended September 30, 2024, an increase in net loss allocated to noncontrolling interests of \$4,185,000. This increase in loss resulted from higher net loss subject to allocation to the unitholders of the Operating Partnership.

Liquidity and Capital Resources

Liquidity

Our primary sources of liquidity include existing cash balances and cash flow from operations. As of September 30, 2025, we had \$654,357,000 of liquidity comprised of \$330,207,000 of cash and cash equivalents and \$324,150,000 of restricted cash.

We expect that these sources will provide adequate liquidity over the next 12 months for all anticipated needs, including scheduled interest payments on our outstanding indebtedness, existing and anticipated capital improvements, the cost of securing new and renewal leases, and all other capital needs related to the operations of our business.

We anticipate that our long-term needs including debt maturities and potential acquisitions will be funded by operating cash flow, third-party joint venture capital, mortgage financings and/or re-financings, and the issuance of long-term debt or equity and cash on hand. Although we may be able to anticipate and plan for certain of our liquidity needs, unexpected increases in uses of cash that are beyond our control and which affect our financial condition and results of operations may arise, or our sources of liquidity may be fewer than, and the funds available from such sources may be less than, anticipated or required.

Consolidated Debt

As of September 30, 2025, our outstanding consolidated debt aggregated \$3.73 billion. The \$500,000,000 mortgage loan at 31 West 52nd Street is scheduled to mature in June 2026 and the \$232,050,000 loan at 300 Mission Street is scheduled to mature in October 2026. Although these loan balances exceed our projected liquidity at the time of their respective maturities, we are currently exploring various refinancing options and believe that, based on each property's operating performance, it is probable that we will be successful in refinancing each loan prior to its maturity. We may refinance these debts or any of our maturing debt when it comes due or repay it early depending on prevailing market conditions, liquidity requirements and other factors. The amounts involved in connection with these transactions could be material to our consolidated financial statements.

Revolving Credit Facility

On May 5, 2025, we terminated our revolving credit facility following the sale of a 25.0% equity interest in One Front Street, which was one of the two remaining properties supporting our credit facility. There was no outstanding balance on the facility at the time of termination.

Dividend Policy

In September 2024, we suspended our regular quarterly dividend. The decision by our board of directors to suspend our regular quarterly dividend aligns with our commitment to fortify our balance sheet and maintain significant financial flexibility. The timing and frequency of future dividends will be authorized by our board of directors, in its sole discretion, depending on a variety of factors, including our financial performance, our debt service requirements, our capital expenditure requirements, the requirements to maintain our qualification as a REIT and other factors that our board of directors may deem relevant from time to time.

Under the terms of the Merger Agreement, subject to the restrictions set forth therein, we may not declare discretionary dividends without the prior written consent of Parent, but we may declare or pay dividends to maintain our qualification as a REIT. The amount in cash payable to our stockholders as the Company Merger Consideration is subject to decrease in the event we declare and pay any such dividends in cash or property other than stock, as more fully described in the Merger Agreement.

Off Balance Sheet Arrangements

As of September 30, 2025, our unconsolidated joint ventures had \$1.42 billion of outstanding indebtedness, of which our share was \$362,179,000. We do not guarantee the indebtedness of our unconsolidated joint ventures other than providing customary environmental indemnities and guarantees of specified non-recourse carve outs relating to specified covenants and representations; however, we may elect to fund additional capital to a joint venture through equity contributions (generally on a basis proportionate to our ownership interests), advances or partner loans in order to enable the joint venture to repay this indebtedness upon maturity.

Stock Repurchase Program

We currently have \$15,000,000 of capacity under a \$200,000,000 stock repurchase program which was approved by our board of directors in November 2019, and allows us to repurchase shares of our common stock from time to time, in the open market or in privately negotiated transactions. We did not repurchase any shares in the nine months ended September 30, 2025. Under the terms of the Merger Agreement, subject to the restrictions set forth therein, we may not repurchase any shares of our common stock without the prior written consent of Parent.

Insurance

We carry commercial general liability coverage on our properties, with limits of liability customary within the industry. Similarly, we are insured against the risk of direct and indirect physical damage to our properties including coverage for perils such as floods, earthquakes and windstorms. Our policies also cover the loss of rental income during an estimated reconstruction period. Our policies reflect limits and deductibles customary in the industry and specific to the buildings and portfolio. We also obtain title insurance policies when acquiring new properties. We currently have coverage for losses incurred in connection with both domestic and foreign terrorist-related activities, as well as cybersecurity incidents. While we do carry commercial general liability insurance, property insurance, terrorism insurance and cybersecurity insurance, these policies include limits and terms we consider commercially reasonable. In addition, there are certain losses (including, but not limited to, losses arising from known environmental conditions or acts of war) that are not insured, in full or in part, because they are either uninsurable or the cost of insurance makes it, in our belief, economically impractical to maintain such coverage. Should an uninsured loss arise against us, we would be required to use our own funds to resolve the issue, including litigation costs. We believe the policy specifications and insured limits are adequate given the relative risk of loss, the cost of the coverage and industry practice and, in consultation with our insurance advisors, we believe the properties in our portfolio are adequately insured.

Other Commitments and Contingencies

We are a party to various claims and routine litigation arising in the ordinary course of business. Some of these claims or others to which we may be subject from time to time may result in defense costs, settlements, fines or judgments against us, some of which are not, or cannot be, covered by insurance. Payment of any such costs, settlements, fines or judgments that are not insured could have an adverse impact on our financial position and results of operations. Should any litigation arise, we would contest it vigorously. In addition, certain litigation or the resolution of certain litigation may affect the availability or cost of some of our insurance coverage, which could adversely impact our results of operations and cash flow, expose us to increased risks that would be uninsured, and/or adversely impact our ability to attract officers and directors.

The Division of Enforcement of the SEC is conducting an investigation into the adequacy of our disclosures concerning executive compensation, perquisites, the use of corporate assets, related party transactions, and conflicts of interest. The investigation also covers possible failures of our controls and procedures relating to the topics of those disclosures. We are cooperating with the SEC. We are unable to estimate the likely outcome of this matter, or a reasonably probable range of potential costs or exposure, or the potential duration of the process, at this time.

The terms of our consolidated mortgage debt agreements in place include certain restrictions and covenants which may limit, among other things, certain investments, the incurrence of additional indebtedness and liens and the disposition or other transfer of assets and interests in the borrower and other credit parties, and require compliance with certain debt yield, debt service coverage and loan to value ratios. As of September 30, 2025, we believe we are in compliance with all of our covenants.

On March 29, 2024, the joint venture that owns 60 Wall Street, in which we have a 5.0% ownership interest, modified the existing \$575,000,000 non-recourse mortgage loan and extended the maturity to May 2029. In connection with the modification, the joint venture committed to redevelop the property and fund the necessary costs to complete the project. On behalf of the joint venture, we have provided the lender with certain guarantees, including a completion guarantee. We have agreements with our joint venture partners that indemnify us for their share of guarantees we provided. In accordance with GAAP, we recorded a liability equal to the fair value of the obligations undertaken in issuing the guarantees and record an asset equal to the fair value of the indemnification we have received. As of September 30, 2025, we have a \$13,314,000 asset and liability, which are included as a component of “other assets” and “other liabilities,” on our consolidated balance sheets.

Cash Flows

Cash and cash equivalents and restricted cash were \$654,357,000 and \$555,447,000 as of September 30, 2025 and December 31, 2024, respectively, and \$492,235,000 and \$509,599,000 as of September 30, 2024 and December 31, 2023, respectively. Cash and cash equivalents and restricted cash increased by \$98,910,000 for the nine months ended September 30, 2025, and decreased by \$17,364,000 for the nine months ended September 30, 2024. The following table sets forth the changes in cash flow.

(Amounts in thousands)	For the Nine Months Ended September 30,	
	2025	2024
Net cash provided by (used in):		
Operating activities	\$ 83,040	\$ 176,570
Investing activities	(109,165)	(75,343)
Financing activities	125,035	(118,591)

Operating Activities

Nine months ended September 30, 2025 – We generated \$83,040,000 of cash from operating activities for the nine months ended September 30, 2025, primarily from (i) \$141,989,000 of net income (before \$197,997,000 of non-cash adjustments), and (ii) \$543,000 of distributions from unconsolidated joint ventures and real estate related funds, partially offset by (iii) \$59,492,000 of net changes in operating assets and liabilities. Non-cash adjustments of \$197,997,000 were primarily comprised of depreciation and amortization, loss from unconsolidated joint ventures, straight-lining of rental revenue, amortization of above and below-market leases, net and amortization of stock-based compensation.

Nine months ended September 30, 2024 – We generated \$176,570,000 of cash from operating activities for the nine months ended September 30, 2024, primarily from (i) \$194,611,000 of net income (before \$184,943,000 of non-cash adjustments), (ii) \$513,000 of distributions from unconsolidated joint ventures and real estate related funds, and (iii) \$18,554,000 of net changes in operating assets and liabilities. Non-cash adjustments of \$184,943,000 were primarily comprised of depreciation and amortization, non-cash gain on extinguishment of a tax liability related to our initial public offering, loss from unconsolidated joint ventures, straight-lining of rental revenue, amortization of above and below-market leases, net and amortization of stock-based compensation.

Investing Activities

Nine months ended September 30, 2025 – We used \$109,165,000 of cash for investing activities for the nine months ended September 30, 2025, for (i) \$115,840,000 for additions to real estate, which were comprised of spending for tenant improvements and other building improvements, and (ii) \$5,414,000 for contributions of capital to an unconsolidated joint venture, partially offset by (iii) \$12,089,000 of a distribution of capital from an unconsolidated joint venture.

Nine months ended September 30, 2024 – We used \$75,343,000 of cash for investing activities for the nine months ended September 30, 2024, for (i) \$85,231,000 for additions to real estate, which were comprised of spending for tenant improvements and other building improvements and (ii) \$1,904,000 for contributions of capital to an unconsolidated joint venture, partially offset by (iii) \$10,000,000 of proceeds from the repayment of a mezzanine loan investment, and (iv) \$1,792,000 of a distribution of capital from an unconsolidated joint venture.

Financing Activities

Nine months ended September 30, 2025 – We generated \$125,035,000 of cash from financing activities for the nine months ended September 30, 2025, from (i) \$900,000,000 of proceeds from notes and mortgages payable in connection with the refinancing of the 1301 Avenue of the Americas loan, (ii) \$83,307,000 of proceeds received for the sale of a 45.0% equity interest in 900 Third Avenue, (iii) \$10,266,000 of proceeds received for the sale of a 25.0% equity interest in One Front Street, (iv) \$11,723,000 of contributions from noncontrolling interests in 900 Third Avenue and One Front Street, partially offset by (v) \$860,000,000 for repayment of notes and mortgages payable in connection with the refinancing of the 1301 Avenue of the Americas loan and \$14,411,000 for payment of the related debt issuance costs, (vi) \$5,710,000 distributions to noncontrolling interests in 300 Mission Street and 1633 Broadway, and (vii) \$140,000 for the repurchase of shares related to stock compensation agreements and related tax withholdings.

Nine months ended September 30, 2024 – We used \$118,591,000 of cash for financing activities for the nine months ended September 30, 2024, primarily for (i) \$975,000,000 for repayment of notes and mortgages payable in connection with the modification and extension of the One Market Plaza non-recourse mortgage loan and \$10,649,000 for payment of the related debt issuance costs, (ii) \$25,118,000 for dividends and distributions to common stockholders and unitholders, (iii) \$18,311,000 for distributions to noncontrolling interests in Fund X and RDF, (iv) \$2,444,000 for distributions to noncontrolling interests in 1633 Broadway, and (v) \$178,000 for the repurchase of shares related to stock compensation agreements and related tax withholdings, partially offset by (vi) \$850,000,000 of proceeds from notes and mortgages payable in connection with the modification and extension of the One Market Plaza non-recourse mortgage loan, (vii) \$62,220,000 of contributions from noncontrolling interests in One Market Plaza and (viii) \$889,000 of contributions from noncontrolling interests in Fund X.

Non-GAAP Financial Measures

We use and present NOI, Same Store NOI, FFO and Core FFO, as supplemental measures of our performance. The summary below describes our use of these measures, provides information regarding why we believe these measures are meaningful supplemental measures of our performance and reconciles these measures from net income or loss, the most directly comparable GAAP measure. Other real estate companies may use different methodologies for calculating these measures, and accordingly, our presentation of these measures may not be comparable to other real estate companies. These non-GAAP measures should not be considered a substitute for and should only be considered together with and as a supplement to, financial information presented in accordance with GAAP.

Net Operating Income ("NOI")

We use NOI to measure the operating performance of our properties. NOI consists of rental revenue (which includes property rentals, tenant reimbursements and lease termination income) and certain other property-related revenue less operating expenses (which include property-related expenses such as cleaning, security, repairs and maintenance, utilities, property administration and real estate taxes). We also use Cash NOI, which deducts from NOI, straight-line rent adjustments and the amortization of above and below-market leases, including our share of such adjustments of unconsolidated joint ventures. In addition, we present Paramount's share of NOI and Cash NOI, which represents our share of NOI and Cash NOI of consolidated and unconsolidated joint ventures, based on our percentage ownership in the underlying assets. We use NOI and Cash NOI internally as performance measures and believe they provide useful information to investors regarding our financial condition and results of operations because they reflect only those income and expense items that are incurred at the property level. The following tables present reconciliations of our net income or loss to Paramount's share of NOI and Cash NOI for the three and nine months ended September 30, 2025 and 2024.

(Amounts in thousands)	For the Three Months Ended September 30, 2025			
	Total	New York	San Francisco	Other
Reconciliation of net (loss) income to NOI and Cash NOI:				
Net (loss) income	\$ (30,282)	\$ (13,413)	\$ 4,868	\$ (21,737)
<i>Adjustments to arrive at NOI:</i>				
Fee income	(4,124)	-	-	(4,124)
Depreciation and amortization	57,766	40,051	16,672	1,043
General and administrative	16,340	-	-	16,340
Transaction related costs	9,981	-	-	9,981
Income from unconsolidated joint ventures	(661)	(59)	-	(602)
NOI from unconsolidated joint ventures	4,743	3,156	1,570	17
Interest and other income, net	(3,112)	(1,216)	(572)	(1,324)
Interest and debt expense	44,419	32,430	11,989	-
Income tax benefit	(831)	-	-	(831)
Other, net	(53)	-	-	(53)
Amounts attributable to noncontrolling interests in consolidated joint ventures	(18,686)	(3,340)	(15,346)	-
Paramount's share of NOI	\$ 75,500	\$ 57,609	\$ 19,181	\$ (1,290)
<i>Adjustments to arrive at Cash NOI:</i>				
Straight-line rent adjustments (including our share of unconsolidated joint ventures)	(1,065)	(231)	(798)	(36)
Amortization of above and below-market leases, net (including our share of unconsolidated joint ventures)	(1,245)	(723)	(522)	-
Amounts attributable to noncontrolling interests in consolidated joint ventures	314	(345)	659	-
Paramount's share of Cash NOI	\$ 73,504	\$ 56,310	\$ 18,520	\$ (1,326)

For the Three Months Ended September 30, 2024				
(Amounts in thousands)	Total	New York	San Francisco	Other
Reconciliation of net (loss) income to NOI and Cash NOI:				
Net (loss) income	\$ (4,203)	\$ (9,078)	\$ 17,213	\$ (12,338)
<i>Adjustments to arrive at NOI:</i>				
Fee income	(6,776)	-	-	(6,776)
Depreciation and amortization	60,071	40,587	18,272	1,212
General and administrative	16,672	-	-	16,672
Transaction related costs	242	-	-	242
Loss (income) from unconsolidated joint ventures	981	(55)	225	811
NOI from unconsolidated joint ventures	5,384	3,407	2,018	(41)
Interest and other income, net	(3,517)	(899)	(502)	(2,116)
Interest and debt expense	43,805	30,216	12,817	772
Income tax expense	619	-	-	619
Other, net	(87)	-	-	(87)
Amounts attributable to noncontrolling interests in consolidated joint ventures	(23,723)	(2,424)	(21,299)	-
Paramount's share of NOI	\$ 89,468	\$ 61,754	\$ 28,744	\$ (1,030)
<i>Adjustments to arrive at Cash NOI:</i>				
Straight-line rent adjustments (including our share of unconsolidated joint ventures)	(2,191)	(6,115)	3,818	106
Amortization of above and below-market leases, net (including our share of unconsolidated joint ventures)	(1,697)	(767)	(930)	-
Amounts attributable to noncontrolling interests in consolidated joint ventures	(1,470)	(214)	(1,256)	-
Paramount's share of Cash NOI	\$ 84,110	\$ 54,658	\$ 30,376	\$ (924)

For the Nine Months Ended September 30, 2025				
(Amounts in thousands)	Total	New York	San Francisco	Other
Reconciliation of net (loss) income to NOI and Cash NOI:				
Net (loss) income	\$ (56,008)	\$ (34,452)	\$ 34,245	\$ (55,801)
<i>Adjustments to arrive at NOI:</i>				
Fee income	(13,369)	-	-	(13,369)
Depreciation and amortization	176,707	119,928	53,551	3,228
General and administrative	58,112	-	-	58,112
Transaction related costs	10,840	-	-	10,840
Income from unconsolidated joint ventures	(2,620)	(178)	-	(2,442)
NOI from unconsolidated joint ventures	14,706	9,620	4,960	126
Interest and other income, net	(10,953)	(2,861)	(1,717)	(6,375)
Interest and debt expense	129,903	92,273	35,397	2,233
Income tax (benefit) expense	(1,430)	3	6	(1,439)
Other, net	146	-	-	146
Amounts attributable to noncontrolling interests in consolidated joint ventures	(61,385)	(10,048)	(51,337)	-
Paramount's share of NOI	\$ 244,649	\$ 174,285	\$ 75,105	\$ (4,741)
<i>Adjustments to arrive at Cash NOI:</i>				
Straight-line rent adjustments (including our share of unconsolidated joint ventures)	4,072	(4,117)	8,153	36
Amortization of above and below-market leases, net (including our share of unconsolidated joint ventures)	(4,275)	(2,200)	(2,075)	-
Amounts attributable to noncontrolling interests in consolidated joint ventures	(4,589)	(1,184)	(3,405)	-
Paramount's share of Cash NOI	\$ 239,857	\$ 166,784	\$ 77,778	\$ (4,705)

(Amounts in thousands)	For the Nine Months Ended September 30, 2024			
	Total	New York	San Francisco	Other
Reconciliation of net income (loss) to NOI and Cash NOI:				
Net income (loss)	\$ 9,668	\$ (15,297)	\$ 46,470	\$ (21,505)
<i>Adjustments to arrive at NOI:</i>				
Fee income	(17,328)	-	-	(17,328)
Depreciation and amortization	182,920	123,791	55,504	3,625
General and administrative	49,938	-	-	49,938
Transaction related costs	843	-	-	843
Loss from unconsolidated joint ventures	3,098	1,575	590	933
NOI from unconsolidated joint ventures	16,611	10,442	6,128	41
Interest and other income, net	(26,830)	(2,723)	(1,183)	(22,924)
Interest and debt expense	124,078	83,315	38,481	2,282
Income tax expense	1,328	16	84	1,228
Other, net	(107)	-	-	(107)
Amounts attributable to noncontrolling interests in consolidated joint ventures	(70,532)	(7,600)	(62,932)	-
Paramount's share of NOI	\$ 273,687	\$ 193,519	\$ 83,142	\$ (2,974)
<i>Adjustments to arrive at Cash NOI:</i>				
Straight-line rent adjustments (including our share of unconsolidated joint ventures)	(6,694)	(14,290)	7,561	35
Amortization of above and below-market leases, net (including our share of unconsolidated joint ventures)	(5,304)	(2,275)	(3,029)	-
Amounts attributable to noncontrolling interests in consolidated joint ventures	(2,059)	(479)	(1,580)	-
Paramount's share of Cash NOI	\$ 259,630	\$ 176,475	\$ 86,094	\$ (2,939)

Same Store NOI

The tables below set forth the reconciliations of our share of NOI to our share of Same Store NOI and Same Store Cash NOI for the three and nine months ended September 30, 2025 and 2024. These metrics are used to measure the operating performance of our properties that were owned by us in a similar manner during both the current and prior reporting periods, and represent our share of Same Store NOI and Same Store Cash NOI from consolidated and unconsolidated joint ventures based on our percentage ownership in the underlying assets. Same Store NOI also excludes lease termination income, impairment of receivables arising from operating leases and certain other items that vary from period to period. Same Store Cash NOI excludes the effect of non-cash items such as the straight-line rent adjustments and the amortization of above and below-market leases.

(Amounts in thousands)	For the Three Months Ended September 30, 2025			
	Total	New York	San Francisco	Other
Paramount's share of NOI for the three months ended September 30, 2025 ⁽¹⁾	\$ 75,500	\$ 57,609	\$ 19,181	\$ (1,290)
<i>Non-same store adjustments:</i>				
Other, net	1,351	29	32	1,290
Paramount's share of Same Store NOI for the three months ended September 30, 2025	\$ 76,851	\$ 57,638	\$ 19,213	\$ -
(Amounts in thousands)	For the Three Months Ended September 30, 2024			
	Total	New York	San Francisco	Other
Paramount's share of NOI for the three months ended September 30, 2024 ⁽¹⁾	\$ 89,468	\$ 61,754	\$ 28,744	\$ (1,030)
<i>Non-same store adjustments:</i>				
Dispositions ⁽²⁾	(3,342)	(1,308)	(2,034)	-
Lease termination income	(1,204)	(1,179)	(25)	-
Other, net	2,435	1,405	-	1,030
Paramount's share of Same Store NOI for the three months ended September 30, 2024	\$ 87,357	\$ 60,672	\$ 26,685	\$ -
% Decrease	(12.0%)	(5.0%)	(28.0%) ⁽³⁾	

⁽¹⁾ See page 51 “Non-GAAP Financial Measures – NOI” for a reconciliation to net income or loss in accordance with GAAP and the reasons why we believe these non-GAAP measures are useful.

⁽²⁾ Represents an adjustment to prior period’s NOI to account for the 45.0% sale of 900 Third Avenue in our New York portfolio and 25.0% sale of One Front Street in our San Francisco portfolio.

⁽³⁾ Primarily due to the scheduled expiration of Google’s lease in April 2025 at One Market Plaza and a true-up of expense billings in the prior year.

(Amounts in thousands)	For the Three Months Ended September 30, 2025			
	Total	New York	San Francisco	Other
Paramount's share of Cash NOI for the three months ended September 30, 2025 ⁽¹⁾	\$ 73,504	\$ 56,310	\$ 18,520	\$ (1,326)
<i>Non-same store adjustments:</i>				
Other, net	1,387	29	32	1,326
Paramount's share of Same Store Cash NOI for the three months ended September 30, 2025	\$ 74,891	\$ 56,339	\$ 18,552	\$ -
(Amounts in thousands)	For the Three Months Ended September 30, 2024			
	Total	New York	San Francisco	Other
Paramount's share of Cash NOI for the three months ended September 30, 2024 ⁽¹⁾	\$ 84,110	\$ 54,658	\$ 30,376	\$ (924)
<i>Non-same store adjustments:</i>				
Dispositions ⁽²⁾	(3,817)	(1,536)	(2,281)	-
Lease termination income	(1,204)	(1,179)	(25)	-
Other, net	2,329	1,405	-	924
Paramount's share of Same Store Cash NOI for the three months ended September 30, 2024	\$ 81,418	\$ 53,348	\$ 28,070	\$ -
% (Decrease) increase	(8.0%)	5.6%	(33.9%) ⁽³⁾	

⁽¹⁾ See page 51 “Non-GAAP Financial Measures – NOI” for a reconciliation to net income or loss in accordance with GAAP and the reasons why we believe these non-GAAP measures are useful.

⁽²⁾ Represents an adjustment to prior period’s Cash NOI to account for the 45.0% sale of 900 Third Avenue in our New York portfolio and 25.0% sale of One Front Street in our San Francisco portfolio.

⁽³⁾ Primarily due to the scheduled expiration of Google’s lease in April 2025 at One Market Plaza and a true-up of expense billings in the prior year.

	For the Nine Months Ended September 30, 2025			
(Amounts in thousands)	Total	New York	San Francisco	Other
Paramount's share of NOI for the nine months ended September 30, 2025 ⁽¹⁾	\$ 244,649	\$ 174,285	\$ 75,105	\$ (4,741)
<i>Non-same store adjustments:</i>				
Lease termination income	(1,672)	(1,627)	(45)	-
Other, net	5,479	706	32	4,741
Paramount's share of Same Store NOI for the nine months ended September 30, 2025	\$ 248,456	\$ 173,364	\$ 75,092	\$ -

	For the Nine Months Ended September 30, 2024			
(Amounts in thousands)	Total	New York	San Francisco	Other
Paramount's share of NOI for the nine months ended September 30, 2024 ⁽¹⁾	\$ 273,687	\$ 193,519	\$ 83,142	\$ (2,974)
<i>Non-same store adjustments:</i>				
Dispositions ⁽²⁾	(7,516)	(4,165)	(3,351)	-
Lease termination income	(3,177)	(3,152)	(25)	-
Other, net	5,038	2,055	9	2,974
Paramount's share of Same Store NOI for the nine months ended September 30, 2024	\$ 268,032	\$ 188,257	\$ 79,775	\$ -

% Decrease	(7.3%)	(7.9%)	(5.9%)	
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(1) See page 51 “Non-GAAP Financial Measures – NOI” for a reconciliation to net income or loss in accordance with GAAP and the reasons why we believe these non-GAAP measures are useful.

(2) Represents an adjustment to prior period’s NOI to account for the 45.0% sale of 900 Third Avenue in our New York portfolio and 25.0% sale of One Front Street in our San Francisco portfolio.

	For the Nine Months Ended September 30, 2025			
(Amounts in thousands)	Total	New York	San Francisco	Other
Paramount's share of Cash NOI for the nine months ended September 30, 2025 ⁽¹⁾	\$ 239,857	\$ 166,784	\$ 77,778	\$ (4,705)
<i>Non-same store adjustments:</i>				
Lease termination income	(1,672)	(1,627)	(45)	-
Other, net	5,443	706	32	4,705
Paramount's share of Same Store Cash NOI for the nine months ended September 30, 2025	\$ 243,628	\$ 165,863	\$ 77,765	\$ -

	For the Nine Months Ended September 30, 2024			
(Amounts in thousands)	Total	New York	San Francisco	Other
Paramount's share of Cash NOI for the nine months ended September 30, 2024 ⁽¹⁾	\$ 259,630	\$ 176,475	\$ 86,094	\$ (2,939)
<i>Non-same store adjustments:</i>				
Dispositions ⁽²⁾	(8,154)	(4,392)	(3,762)	-
Lease termination income	(3,177)	(3,152)	(25)	-
Other, net	5,003	2,055	9	2,939
Paramount's share of Same Store Cash NOI for the nine months ended September 30, 2024	\$ 253,302	\$ 170,986	\$ 82,316	\$ -

% Decrease	(3.8%)	(3.0%)	(5.5%)	
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(1) See page 51 “Non-GAAP Financial Measures – NOI” for a reconciliation to net income or loss in accordance with GAAP and the reasons why we believe these non-GAAP measures are useful.

(2) Represents an adjustment to prior period’s Cash NOI to account for the 45.0% sale of 900 Third Avenue in our New York portfolio and 25.0% sale of One Front Street in our San Francisco portfolio.

Funds from Operations (“FFO”) and Core Funds from Operations (“Core FFO”)

FFO is a supplemental measure of our performance. We present FFO in accordance with the definition adopted by the National Association of Real Estate Investment Trusts (“Nareit”). Nareit defines FFO as net income or loss, calculated in accordance with GAAP, adjusted to exclude depreciation and amortization from real estate assets, impairment losses on certain real estate assets and gains or losses from the sale of certain real estate assets or from change in control of certain real estate assets, including our share of such adjustments of unconsolidated joint ventures. FFO is commonly used in the real estate industry to assist investors and analysts in comparing results of real estate companies because it excludes the effect of real estate depreciation and amortization and net gains on sales, which are based on historical costs and implicitly assume that the value of real estate diminishes predictably over time, rather than fluctuating based on existing market conditions. In addition, we present Core FFO as an alternative measure of our operating performance, which adjusts FFO for certain other items that we believe enhance the comparability of our FFO across periods. Core FFO, when applicable, excludes the impact of certain items, including, transaction related costs and adjustments, realized and unrealized gains or losses on real estate related fund investments, unrealized gains or losses on interest rate swaps, severance costs and gains or losses on early extinguishment of debt, in order to reflect the Core FFO of our real estate portfolio and operations. In future periods, we may also exclude other items from Core FFO that we believe may help investors compare our results.

FFO and Core FFO are presented as supplemental financial measures and do not fully represent our operating performance. Neither FFO nor Core FFO is intended to be a measure of cash flow or liquidity. Please refer to our consolidated financial statements, prepared in accordance with GAAP, for purposes of evaluating our financial condition, results of operations and cash flows. The following table presents a reconciliation of net income or loss to FFO and Core FFO for the periods set forth below.

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2025	2024	2025	2024
Reconciliation of net (loss) income to FFO and Core FFO:				
Net (loss) income	\$ (30,282)	\$ (4,203)	\$ (56,008)	\$ 9,668
Real estate depreciation and amortization (including our share of unconsolidated joint ventures)	60,796	63,487	185,811	192,946
Amounts attributable to noncontrolling interests in consolidated joint ventures and real estate related funds	(12,041)	(15,511)	(41,822)	(46,981)
FFO attributable to the Operating Partnership	18,473	43,773	87,981	155,633
Amounts attributable to noncontrolling interests in the Operating Partnership	(1,361)	(3,695)	(6,999)	(13,079)
FFO attributable to common stockholders	\$ 17,112	\$ 40,078	\$ 80,982	\$ 142,554
Per diluted share	\$ 0.08	\$ 0.18	\$ 0.37	\$ 0.66
FFO attributable to the Operating Partnership	\$ 18,473	\$ 43,773	\$ 87,981	\$ 155,633
<i>Adjustments for non-core items:</i>				
Transaction related costs	9,981	242	10,840	843
Write-off of deferred financing costs	2,257	-	4,008	-
Severance costs	-	-	8,188	-
Non-cash gain on extinguishment of IPO related tax liability	-	-	-	(15,437)
Other, net	3,304	244	4,396	2,959
Core FFO attributable to the Operating Partnership	34,015	44,259	115,413	143,998
Amounts attributable to noncontrolling interests in the Operating Partnership	(2,506)	(3,736)	(9,086)	(12,109)
Core FFO attributable to common stockholders	\$ 31,509	\$ 40,523	\$ 106,327	\$ 131,889
Per diluted share	\$ 0.14	\$ 0.19	\$ 0.48	\$ 0.61
Reconciliation of weighted average shares outstanding:				
Weighted average shares outstanding	220,512,867	217,314,706	219,254,194	217,208,809
Effect of dilutive securities	41,597	14,505	34,657	36,985
Denominator for FFO and Core FFO per diluted share	220,554,464	217,329,211	219,288,851	217,245,794

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Market risk is the risk of loss from adverse changes in market prices and interest rates. Our future earnings, cash flows and fair values relevant to financial instruments are dependent upon prevalent market interest rates. Our primary market risk results from our indebtedness, which bears interest at both fixed and variable rates. We manage our market risk on variable rate debt by entering into interest rate swap agreements to fix the rate or interest rate cap agreements to limit exposure to increases in rates, on all or a portion of the debt for varying periods through maturity. This in turn, reduces the risks of variability of cash flows created by variable rate debt and mitigates the risk of increases in interest rates. Our objective when undertaking such arrangements is to reduce our floating rate exposure and we do not enter into hedging arrangements for speculative purposes. Subject to maintaining our status as a REIT for federal income tax purposes, we may utilize swap and cap arrangements in the future.

The following table summarizes our consolidated debt, the weighted average interest rates and the fair value as of September 30, 2025.

Property	Rate	2025	2026	2027	2028	2029	Thereafter	Total	Fair Value
(Amounts in thousands)									
Fixed Rate Debt:									
31 West 52nd Street	3.80%	\$ -	\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000	\$ 493,660
300 Mission Street	4.50%	-	232,050	-	-	-	-	232,050	228,865
One Market Plaza	4.08%	-	-	850,000	-	-	-	850,000	845,431
1633 Broadway	2.99%	-	-	-	-	1,250,000	-	1,250,000	1,082,301
1301 Avenue of the Americas	6.39%	-	-	-	-	-	900,000	900,000	904,249
Total Consolidated Debt	4.26%	\$ -	\$ 732,050	\$ 850,000	\$ -	\$ 1,250,000	\$ 900,000	\$ 3,732,050	\$ 3,554,506

In addition to the above, our unconsolidated joint ventures had \$1.42 billion of outstanding indebtedness as of September 30, 2025, of which our share was \$362,179,000.

The following table summarizes our share of total indebtedness and the effect to interest expense of a 100 basis point increase in variable rates.

	As of September 30, 2025			As of December 31, 2024	
	Balance	Weighted Average Interest Rate	Effect of 1% Increase in Base Rates	Balance	Weighted Average Interest Rate
(Amounts in thousands, except per share amount)					
Paramount's share of consolidated debt:					
Variable rate	\$ -	- %	\$ -	\$ 860,000	6.27%
Fixed rate	3,013,680	4.33%	-	2,113,680	3.45%
	<u>\$ 3,013,680</u>	<u>4.33%</u>	<u>\$ -</u>	<u>\$ 2,973,680</u>	<u>4.26%</u>
Paramount's share of debt of non-consolidated entities (non-recourse):					
Variable rate	\$ 104,627	6.44%	\$ 1,046	\$ 379,216	6.31%
Fixed rate	257,552	4.08%	-	256,040	4.03%
	<u>\$ 362,179</u>	<u>4.76%</u>	<u>\$ 1,046</u>	<u>\$ 635,256</u>	<u>5.39%</u>
Noncontrolling interests' share of above			\$ (77)		
Total change in annual net income			<u>\$ 969</u>		
Per diluted share			<u>\$ 0.00</u>		

ITEM 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) that are designed to ensure that information required to be disclosed in our reports under the Exchange Act is processed, recorded, summarized and reported within the time periods specified in the SEC's rules and regulations, and that such information is accumulated and communicated to management, including our Chief Executive Officer (Principal Executive Officer) and Chief Financial Officer (Principal Financial Officer), as appropriate, to allow for timely decisions regarding required disclosure. In designing and evaluating the disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives.

We carried out an evaluation, under the supervision and with the participation of management, including our Chief Executive Officer (Principal Executive Officer) and Chief Financial Officer (Principal Financial Officer), regarding the effectiveness of our disclosure controls and procedures as of September 30, 2025, the end of the period covered by this Quarterly Report on Form 10-Q. Based on the foregoing evaluation, our Chief Executive Officer (Principal Executive Officer) and Chief Financial Officer (Principal Financial Officer) concluded that, as of the end of the period covered by this quarterly report, our disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed by us in reports filed or submitted under the Exchange Act is processed, recorded, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to management, including our Chief Executive Officer (Principal Executive Officer) and Chief Financial Officer (Principal Financial Officer), as appropriate, to allow for timely decisions regarding required disclosure.

Changes in Internal Control over Financial Reporting

There were no changes to our internal control over financial reporting in connection with the evaluation referenced above that occurred during the period covered by this Quarterly Report on Form 10-Q that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II – OTHER INFORMATION

ITEM 1. LEGAL PROCEEDINGS

The Division of Enforcement of the U.S. Securities and Exchange Commission (the “SEC”) is conducting an investigation into the adequacy of our disclosures concerning executive compensation, perquisites, the use of corporate assets, related party transactions, and conflicts of interest. The investigation also covers possible failures of our controls and procedures relating to the topics of those disclosures. We are cooperating with the SEC. We are unable to estimate the likely outcome of this matter, or a reasonably probable range of potential costs or exposure, or the potential duration of the process, at this time. If the SEC believes that violations occurred, it could seek remedies including, but not limited to, civil monetary penalties and injunctive relief, and/or file litigation against us.

In addition to the matter described above, from time to time, we are a party to various claims and routine litigation arising in the ordinary course of business. As of September 30, 2025, we do not believe that the results of any such other claims or litigation, individually or in the aggregate, will have a material adverse effect on our business, financial position, results of operations or cash flows.

ITEM 1A. RISK FACTORS

The following risk factors amend and supplement the risk factors described under “Item 1A. Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2024, and should be read in conjunction with the other risk factors presented in the Annual Report on Form 10-K.

We may from time to time be subject to litigation which could have an adverse effect on our financial condition, results of operations, cash flow and trading price of our common stock.

We are a party to various claims and routine litigation arising in the ordinary course of business. Some of these claims or others, to which we may be subject from time to time, may result in defense costs, settlements, fines or judgments against us, some of which are not, or cannot be, covered by insurance. Payment of any such costs, settlements, fines or judgments that are not insured could have an adverse impact on our financial position and results of operations. In addition, certain litigation or the resolution of certain litigation may affect the availability or cost of some of our insurance coverage, which could adversely impact our results of operations and cash flow, expose us to increased risks that would be uninsured, and/or adversely impact our ability to attract officers and directors.

The Division of Enforcement of the SEC is conducting an investigation into the adequacy of our disclosures concerning executive compensation, perquisites, the use of corporate assets, related party transactions, and conflicts of interest. The investigation also covers possible failures of our controls and procedures relating to the topics of those disclosures. We are cooperating with the SEC. While we are unable to estimate the likely outcome of this matter or a reasonably probable range of potential costs or exposure, or the potential duration of the process, at this time, responding to an investigation of this type can be costly and time-consuming. If the SEC believes that violations occurred, it could also seek remedies including, but not limited to, civil monetary penalties and injunctive relief, and/or file litigation against us.

We have also received two demand letters from purported shareholders, requesting that the Board investigate alleged breaches of fiduciary duties or other violations of law resulting from our publicly disclosed related party transactions, which may result in costs for us and/or distractions for management.

Risks Related to the Proposed Mergers

We are subject to various risks related to the proposed Mergers with Rithm Capital Corp.

The risks, contingencies and other uncertainties that could result in the failure of the proposed Mergers to be completed or, if completed, that could have a material adverse effect on our business, financial condition or results of operations following the proposed transaction, and any anticipated benefits of the proposed Mergers, include:

- the failure to obtain necessary stockholder approval for the consummation of the proposed Company Merger;
- the failure to satisfy required closing conditions or complete the proposed Mergers in a timely manner or at all;
- the effect of the announcement of the proposed Mergers on each company’s ability to retain and hire key personnel, maintain business relationships, and on operating results and the business generally;

- the diversion of management's attention from our core business as we work to take all steps necessary to close the transaction;
- any incurrence of significant transaction related costs in connection with the proposed Mergers that are, and will be, incurred regardless of whether the proposed transaction is completed;
- the potential loss of tenants, vendors, and other business partners or the termination of existing contracts or relationships in response to the proposed Mergers; and
- the occurrence of any event giving rise to the right to terminate the Merger Agreement.

Moreover, we have incurred and expect to incur a number of non-recurring costs associated with the proposed Mergers, for which we will receive little or no benefit if the Mergers are not completed. These costs include financial advisory, legal, accounting, consulting and other advisory fees, severance/employee benefit-related costs, financing-related fees and costs, public company filing fees and other regulatory fees, printing costs and other related costs. There are a number of factors beyond our control that could affect the total amount or the timing of these costs and expenses. Many of these costs are payable by us regardless of whether or not the proposed Mergers are completed and may relate to activities that we would not have undertaken other than to complete the Mergers.

The consummation of the Mergers is subject to certain closing conditions, including, among others, the approval of the Company Merger by our stockholders, some or all of which may not be satisfied or completed within the expected timeframe, if at all.

Completion of the Mergers is subject to a number of closing conditions, including, among others, the approval of the Company Merger by the affirmative vote of the holders of shares of our common stock entitled to cast a majority of all the votes entitled to be cast at a stockholders meeting on the Company Merger. We can provide no assurance that such approval will be obtained or that all closing conditions will otherwise be satisfied (or waived, if applicable), and, even if such approval can be obtained and all closing conditions are satisfied (or waived, if applicable), we can provide no assurance that other events will not intervene to delay or result in the termination of the proposed Mergers. Additionally, under circumstances specified in the Merger Agreement, we or Parent may terminate the Merger Agreement. Any adverse consequence of the pending Mergers could be exacerbated by any delays in completion of the Mergers or termination of the Merger Agreement.

Each party's obligation to consummate the Mergers is also subject to the accuracy of the representations and warranties of the other party (subject to customary materiality qualifications) and compliance in all material respects with the covenants and agreements contained in the Merger Agreement as of the closing of the Mergers, including, with respect to us, covenants to conduct our business in the ordinary course and to not engage in certain kinds of transactions prior to closing. In addition, the Merger Agreement may be terminated under certain specified circumstances, including, but not limited to, in connection with a change in the recommendation of our Board of Directors to enter into an agreement for a Superior Proposal. As a result, we cannot assure you that the Mergers will be completed even if our stockholders approve the Company Merger, or that, if completed, it will be exactly on the terms set forth in the Merger Agreement or within the expected timeframe.

We may not complete the proposed Mergers within the timeframe anticipated or at all, which could have an adverse effect on our business, financial results and operations.

The proposed Mergers may not be completed within the expected timeframe, or at all, as a result of various factors and conditions, some of which may be beyond our control. If the Mergers are not completed for any reason, including as a result of the stockholders failing to approve the Company Merger, our stockholders will not receive any payment for their shares of our common stock. Instead, we will remain a public company, our common stock will continue to be listed and traded on The New York Stock Exchange and registered under the Exchange Act, and we will be required to continue to file periodic reports with the SEC. Moreover, our ongoing business may be materially adversely affected, and we would be subject to a number of risks, including the following:

- we may experience negative reactions from the financial markets, including negative impacts on stock price, and it is uncertain when, if ever, the price of the shares would return to the prices at which the shares currently trade;
- we may experience negative publicity, which could have an adverse effect on our ongoing operations including, but not limited to, retaining and attracting employees and those with whom we do business;
- we will still be required to pay certain significant costs relating to the Mergers, such as legal, accounting, financial advisory, regulatory, printing and other professional services fees, which may relate to activities that we would not have undertaken other than in connection with the Mergers;
- we may be required to pay a cash termination fee to Parent of up to \$59.7 million, as required under the Merger Agreement under certain circumstances;

- while the Merger Agreement is in effect, we are subject to restrictions on our business activities, including, among other things, restrictions on our ability to engage in certain kinds of material transactions, including, subject to certain exceptions, acquiring other properties or disposing of currently owned properties, making capital expenditures, or incurring indebtedness, which could prevent us from pursuing strategic business opportunities, taking actions with respect to the business that we may consider advantageous and responding effectively and/or timely to competitive pressures and industry developments, and may, as a result, materially adversely affect the business, results of operations and financial condition;
- matters relating to the Mergers require substantial commitments of time and resources by management, which could result in the distraction of management from ongoing business operations and pursuing other opportunities that could have been beneficial to us; and
- we may commit significant time and resources to defending against litigation related to the Mergers.

If the Mergers are not consummated, the risks described above may materialize, and they may have a material adverse effect on our business operations, financial results and stock price, particularly to the extent that the current market price of our common stock reflects an assumption that the Mergers will be completed.

We will be subject to various uncertainties while the Mergers are pending that may cause disruption and may make it more difficult to maintain relationships with tenants and other third-party business partners.

Our efforts to complete the Mergers could cause substantial disruptions in, and create uncertainty surrounding, the business, which may materially adversely affect results of operation and the business. Uncertainty as to whether the Mergers will be completed may affect our ability to recruit prospective employees or to retain and motivate existing employees. Employee retention may be particularly challenging while the Mergers are pending because employees may experience uncertainty about their roles following the Mergers. As mentioned above, a substantial amount of management's and employees' attention is being directed toward the completion of the Mergers and thus is being diverted from its day-to-day operations. Uncertainty as to the future could adversely affect our business and our relationship with tenants and potential tenants. For example, tenants and other third parties may defer decisions concerning working with us, or seek to change existing business relationships with us. Changes to or termination of existing business relationships could adversely affect our revenue, earnings and financial condition, as well as the market price of our common stock. The adverse effects of the pendency of the Mergers could be exacerbated by any delays in completion of the Mergers or termination of the Merger Agreement.

In certain instances, the Merger Agreement requires us to pay a termination fee to Parent, which could affect the decisions of a third party considering making an alternative acquisition proposal.

In certain specified circumstances further described in the Merger Agreement, in connection with the termination of the Merger Agreement, we will be required to pay Parent a termination fee of \$59.7 million, including if Parent terminates the Merger Agreement after the Company Board changes its recommendation to the stockholders or if the Company terminates the Merger Agreement to enter into an alternative acquisition agreement with respect to a Superior Proposal. Pursuant to the Amendment, the definition of "Company Termination Payment" in the Original Merger Agreement was modified to provide that, notwithstanding the foregoing, the Company will instead be required to pay Parent a termination payment of \$47.7 million if the Company enters into an alternative acquisition agreement providing for a Superior Proposal with certain persons. This payment could affect the structure, pricing and terms proposed by a third party seeking to acquire or merge with us and could discourage a third party from making a competing acquisition proposal or inquiry, including a proposal that would be more favorable to our stockholders than the Mergers. For these and other reasons, termination of the Merger Agreement could materially and adversely affect business operations and financial results, which in turn would materially and adversely affect the price of our common stock.

We may be the target of securities class action and derivative lawsuits which could result in substantial costs and may delay or prevent the Mergers from being completed.

Securities class action lawsuits and derivative lawsuits are often brought against public companies that have entered into merger agreements. Even if the lawsuits are without merit, defending against these claims can result in substantial costs and divert management time and resources. An adverse judgment could result in monetary damages, which could have a negative impact on our liquidity and financial condition. Additionally, if a plaintiff is successful in obtaining an injunction prohibiting completion of the proposed Mergers, then that injunction may delay or prevent the proposed Mergers from being completed, which may adversely affect our business, financial position and results of operation.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Recent Sales of Unregistered Securities

During the three months ended September 30, 2025, we issued an aggregate of 136,156 shares of common stock in exchange for 136,156 common units of our Operating Partnership held by certain limited partners. These shares were issued in reliance on an exemption from registration under Section 4(a)(2) of the Securities Act. We relied on this exemption based upon factual representations received from the limited partners who received shares of common stock.

Recent Purchases of Equity Securities

We currently have \$15,000,000 of capacity under a \$200,000,000 stock repurchase program which was approved by our board of directors in November 2019, and allows us to repurchase shares of our common stock from time to time, in the open market or in privately negotiated transactions. We did not repurchase any shares in the three months ended September 30, 2025. Under the terms of the Merger Agreement, subject to the restrictions set forth therein, we may not repurchase any shares of our common stock without the prior written consent of Parent.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None.

ITEM 4. MINE SAFETY DISCLOSURES

Not Applicable.

ITEM 5. OTHER INFORMATION

Rule 10b5-1 Trading Arrangement

During the three months ended September 30, 2025, none of our directors or officers (as defined in Rule 16a-1(f) of the Securities Exchange Act of 1934) adopted, terminated or modified a Rule 10b5-1 trading arrangement or non-Rule 10b5-1 trading arrangement (as such terms are defined in Item 408 of Regulation S-K).

ITEM 6. EXHIBITS

Exhibits required by Item 601 of Regulation S-K are filed, or furnished as indicated, herewith or incorporated herein by reference and are listed in the following Exhibit Index:

EXHIBIT INDEX

Exhibit Number	Exhibit Description
2.1+	<u>Agreement and Plan of Merger, dated as of September 17, 2025, by and among Rithm Capital Corp., Panorama REIT Merger Sub, Inc., Panorama Operating Merger Sub LP, Paramount Group, Inc. and Paramount Group Operating Partnership LP, incorporated by reference to Exhibit 2.1 to the Registrant's Form 8-K filed with the SEC on September 17, 2025.</u>
2.2+	<u>Amendment No. 1 to Agreement and Plan of Merger, dated as of October 8, 2025, by and among Rithm Capital Corp., Panorama REIT Merger Sub, Inc., Panorama Operating Merger Sub LP, Paramount Group, Inc. and Paramount Group Operating Partnership LP, incorporated by reference to Annex B to the Registrant's Preliminary Proxy Statement on Schedule 14A filed with the SEC on October 29, 2025.</u>
10.1*	<u>Amendment to the Second Amended and Restated Agreement of Limited Partnership of Paramount Group Operating Partnership LP, dated as of September 17, 2025.</u>
10.2*†	<u>Amendment No.1 to Paramount Group, Inc. Executive Severance Plan.</u>
10.3*†	<u>Form of Retention Bonus Letter Agreement.</u>
10.4†	<u>Separation Agreement and Release among Paramount Group, Inc., Paramount Group Management LP, Paramount Group Operating Partnership LP and Wilbur Paes, dated July 1, 2025, incorporated by reference to Exhibit 10.1 to the Registrant's Form 8-K filed with the SEC on July 8, 2025.</u>
10.5†	<u>Separation Agreement and Release among Paramount Group, Inc., Paramount Group Management LP, Paramount Group Operating Partnership LP and Gage Johnson, dated August 4, 2025, incorporated by reference to Exhibit 10.1 to the Registrant's Form 8-K filed with the SEC on August 7, 2025.</u>
31.1*	<u>Certification of Chief Executive Officer pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>
31.2*	<u>Certification of Chief Financial Officer pursuant to Rule 13a-14(a)/15d-14(a) of the Securities Exchange Act of 1934, as amended, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.</u>
32.1**	<u>Certification of Chief Executive Officer pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>
32.2**	<u>Certification of Chief Financial Officer pursuant to 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.</u>
101*	The following materials from the Paramount Group, Inc. Quarterly Report on Form 10-Q for the quarter ended September 30, 2025 formatted in Inline XBRL: (i) the Consolidated Balance Sheets, (ii) the Consolidated Statements of Income, (iii) the Consolidated Statements of Comprehensive Income, (iv) the Consolidated Statements of Changes in Equity, (v) the Consolidated Statements of Cash Flows, and (vi) the related Notes to Consolidated Financial Statements. The instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.
104*	Cover Page Interactive Data File (formatted as Inline XBRL with applicable taxonomy extension information contained in Exhibits 101.)
*	Filed herewith
**	Furnished herewith
†	Indicates management contract or compensatory plan or arrangement
+	Certain exhibits and schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule or exhibit will be furnished to the Securities and Exchange Commission upon request.

SIGNATURES

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

Paramount Group, Inc.

Date: October 29, 2025

By: /s/ Ermelinda Berberi
Ermelinda Berberi

Executive Vice President, Chief Financial Officer and Treasurer
(duly authorized officer, principal financial officer and principal accounting officer)

AMENDMENT TO THE SECOND AMENDED AND RESTATED
AGREEMENT OF LIMITED PARTNERSHIP
OF
PARAMOUNT GROUP OPERATING PARTNERSHIP LP

THIS AMENDMENT TO THE SECOND AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP OF PARAMOUNT GROUP OPERATING PARTNERSHIP LP (this “Amendment”), dated as of September 17, 2025, is entered into by Paramount Group, Inc., a Maryland corporation, as the General Partner.

W I T N E S S E T H:

WHEREAS, the General Partner and the Limited Partners are party to that certain Second Amended and Restated Agreement of Limited Partnership of Paramount Group Operating Partnership LP, dated as of October 26, 2020 (as it may be amended, supplemented and/or restated from time to time, the “Partnership Agreement”); and

WHEREAS, in accordance with Section 14.2(B)(4) of the Partnership Agreement, the General Partner may amend the Partnership Agreement without the Consent of the Limited Partners to reflect a change that does not adversely effect the rights of the Limited Partners under the Partnership Agreement, or to cure any ambiguity, correct or supplement any provision of the Partnership Agreement;

WHEREAS, the General Partner desires to amend the Partnership Agreement as set forth in this Amendment, effective as of the date hereof.

NOW, THEREFORE:

1. Definitions. Capitalized words and phrases used herein and not otherwise defined have the meanings set forth or referenced in the Partnership Agreement.

2. Amendment. Section 11.2B(1) of the Partnership Agreement shall be amended and restated in its entirety as follows:

“(a) an Extraordinary Transaction in connection with which either (a) the Company is the surviving entity and the holders of REIT Shares are not entitled to receive any cash, securities, or other property in connection with such Extraordinary Transaction or (b) all Limited Partners (other than the Company) either will receive, or will have the right to elect to receive, for each Common Unit an amount of cash, securities and other property equal to the product of (x) the Conversion Factor in effect on such date with respect to such Common Units multiplied by (y) the greatest amount of cash, securities and other property paid to a holder of one REIT Share in consideration of one such REIT Share pursuant to the terms of the Extraordinary Transaction during the period from and after the date on which the Extraordinary Transaction is consummated; provided that, if, in connection with the Extraordinary Transaction, a purchase, tender or exchange offer shall have been made to and accepted by the holders of more than 50% of the outstanding REIT

Shares, each holder of Common Units shall receive, or shall have the right to elect to receive, the greatest amount of cash, securities, or other property which such holder of Common Units would have received had it exercised its Redemption Right (as set forth in Section 8.5) and received REIT Shares in exchange for its Common Units immediately prior to the expiration of such purchase, tender or exchange offer and had thereupon accepted such purchase, tender or exchange offer and then such Extraordinary Transaction shall have been consummated; or”

3. Meaning of “Agreement”. Unless otherwise specified or unless the context otherwise requires, the term “Agreement” as used in the Partnership Agreement, shall mean and include the Partnership Agreement and this Amendment, together, it being the intent of the General Partner that the Partnership Agreement and this Amendment be construed and treated as a single instrument.

4. Entire Agreement. This Amendment shall not constitute an amendment or waiver of any provision of the Partnership Agreement not expressly referred to herein and shall not be construed as an amendment, waiver or consent to any action on the part of the General Partner that would require an amendment, waiver or consent of such party except as expressly stated herein.

5. Miscellaneous. The provisions of Section 14.2 (Amendments), Section 15.1 (Addresses and Notices), Section 15.2 (Titles and Captions), Section 15.3 (Pronouns and Plurals), Section 15.4 (Further Action), Section 15.5 (Binding Effect), Section 15.6 (No Third-Party Rights Created Hereby), Section 15.7 (Waiver), Section 15.8 (Counterparts), Section 15.9 (Applicable Law; Waiver of Jury Trial), Section 15.10 (Invalidity of Provisions) and Section 15.11 (No Rights as Stockholders) of the Partnership Agreement shall apply hereto *mutatis mutandis*.

[Signature Page Follows]

IN WITNESS WHEREOF, the General Partner has executed this Amendment to the Second Amended and Restated Agreement of Limited Partnership as of the date first written above.

GENERAL PARTNER:

PARAMOUNT GROUP, INC.

By: /s/ Albert Behler

Name: Albert Behler

Title: Chairman, Chief Executive Officer and
President

[Signature Page to Amendment to the Second Amended and Restated Agreement of Limited Partnership of Paramount Group Operating Partnership LP]

**AMENDMENT NO. 1 TO
PARAMOUNT GROUP, INC.
EXECUTIVE SEVERANCE PLAN**

THIS AMENDMENT NO. 1 (this “Amendment”) to the Paramount Group, Inc. Executive Severance Plan (the “Plan”) is adopted by the Board of Directors (the “Board”) of Paramount Group, Inc., a Maryland corporation (the “Company”), effective as of September 17, 2025 (the “Amendment Effective Date”). Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings ascribed to such terms in the Plan.

RECITALS

WHEREAS, the Company currently maintains the Plan;

WHEREAS, pursuant to Section 8 of the Plan, the Company may amend or terminate the Plan at any time; and

WHEREAS, the Board believes it is in the best interests of the Company to amend the Plan as set forth herein.

NOW, THEREFORE, BE IT RESOLVED, that the Plan is hereby amended as follows, effective as of the Amendment Effective Date.

AMENDMENT

1. Section 2 of the Plan (Definitions) is hereby amended by adding the following subclause (f):

“(f) “Severance Benefit (CIC)” shall mean the sum of (i) two times the sum of (a) the Covered Executive’s then current base salary plus (b) the Covered Executive’s then current annual short-term incentive compensation program target bonus opportunity and (ii) an amount equal to the monthly employer contribution that the Employer would have paid to provide health and dental insurance for the Covered Executive if the Covered Executive had remained employed by the Employer for an additional 12 months.”

2. Section 2 of the Plan (Definitions) is hereby amended by adding the following subclause (g):

“(g) “Severance Benefit (Non-CIC)” shall mean the sum of (i) (a) the Covered Executive’s then current base salary plus (b) the Covered Executive’s most recent annual short-term incentive compensation program bonus and (ii) an amount equal to the monthly employer contribution that the Employer would have paid to provide health and dental insurance for the Covered Executive if the Covered Executive had remained employed by the Employer for an additional 12 months.”

3. Section 3 of the Plan (Severance Benefit) is hereby deleted and replaced in its entirety with the following:

“Severance Benefit.

(a) Severance (Outside of the CIC Period). In the event a Covered Executive’s employment is terminated outside of the CIC Period (as defined below) by the Employer for reasons other than a termination of employment by the Employer for Cause, the Covered Executive’s death or the Covered Executive’s Disability, then subject to the Covered Executive signing a separation agreement containing, among other provisions, a mutual release of claims and non-disparagement, noncompete and nonsolicit provisions as set forth in Section 4 herein, confidentiality and return of property, in a form and manner satisfactory to the Employer (the “Separation Agreement and Release”) and the Separation Agreement and Release becoming irrevocable, all within 30 days after the date of termination, (i) the Covered Executive shall receive a lump-sum severance amount equal to the Severance Benefit (Non-CIC) and (ii) the Covered Executive shall receive an annual short-term incentive compensation program bonus for the calendar year in which the effective date of termination occurs, based on actual performance of applicable Company-specific performance goals for such year (if determinable, otherwise such goals will be measured at target level of performance) and target level of performance for individual-specific performance goals, but such bonus shall be pro-rated based upon the number of days in the calendar year of termination through the effective date of termination relative to 365 days (the “Pro-Rata Bonus”). The Severance Benefit (Non-CIC) shall be paid in a lump sum within 30 days of the date of termination; provided, however, that if the 30-day period begins in one calendar year and ends in a second calendar year, such amount shall be paid in the subsequent calendar year by the last day of such 30-day period. The Pro-Rata Bonus (if any) will be paid when annual short-term incentive compensation program bonuses for the year of termination are paid generally to the Company’s senior executives.

(b) Severance (CIC Period). In the event a Covered Executive’s employment is terminated during the period beginning on the date of a Change in Control (as such term is defined in the Paramount Group, Inc. 2024 Equity Incentive Plan) and ending on the first anniversary of such Change in Control (the “CIC Period”) by the Employer for reasons other than a termination of employment by the Employer for Cause, the Covered Executive’s death or the Covered Executive’s Disability, then subject to the Covered Executive signing a Separation Agreement and Release and the Separation Agreement and Release becoming irrevocable, all within 30 days after the date of termination, (i) the Covered Executive shall receive a lump-sum severance amount equal to the Severance Benefit (CIC) and (ii) the Covered Executive shall receive an annual short-term incentive compensation program bonus for the calendar year in which the effective date of termination occurs, based on (A) actual performance through the termination date of applicable Company-specific performance goals for such year (if determinable, otherwise such goals will be measured at target level of performance) and (B) target level of performance for individual-specific performance goals, and in each case pro-rated based upon the number of days in the calendar year of termination through the effective date of termination relative to 365 days. The amounts described in this Section 3(b) shall be paid in a lump sum within 30 days of

the date of termination; provided, however, that if the 30-day period begins in one calendar year and ends in a second calendar year, such amount shall be paid in the subsequent calendar year by the last day of such 30-day period.”

4. Schedule A of the Plan is hereby deleted and replaced in its entirety with Schedule A attached hereto.
5. This Amendment shall be and, as of the Amendment Effective Date, is hereby incorporated into and forms a part of the Plan.
6. Except as expressly provided herein, all terms and conditions of the Plan shall remain in full force and effect.

* * *

I hereby certify that the foregoing Amendment was duly adopted by the Board of Directors of Paramount Group, Inc. on September 17, 2025.

Executed on this 17th day of September, 2025.

By: /s/ Timothy C. Dembo

Name: Timothy C. Dembo

Title: Senior Vice President, General Counsel

SCHEDULE A

Ermelinda Berberi

Timothy Dembo



September 17, 2025

Re: Retention Bonus Award

Dear []:

As you may know, Paramount Group, Inc. (the "Company"), entered into an Agreement and Plan of Merger, pursuant to which the Company will become a wholly-owned subsidiary of Rithm Capital Corp. ("Rithm") (the "Merger"). We are pleased to inform you that, in connection with the Merger, the Company has determined that you are eligible to receive a cash bonus in accordance with the terms and conditions set forth in this letter agreement. Capitalized terms used but not defined in this letter agreement have the meaning given to such terms on Annex A attached to this letter agreement.

1. Bonus. If the closing of the Merger (the "Closing") occurs, then, subject to your continued employment with the Company or one of its subsidiaries or affiliates through June 30, 2026 (such date, the "Bonus Vesting Date"), the Company (or one of its subsidiaries or affiliates) will pay you a one-time cash bonus equal to \$[] (the "Bonus"). The Bonus will be paid to you in a single lump sum no later than 30 days following the Bonus Vesting Date.

2. Withholding. The Company or one of its subsidiaries or affiliates may withhold from any amount payable under this letter agreement such federal, tax or local taxes as are required to be withheld pursuant to any applicable law or regulation.

3. Confidentiality. You agree to maintain the terms of this letter agreement (including the existence of this letter agreement) as confidential and agree not to reveal its contents and/or terms to anyone except your spouse, and to your attorney, accounting and/or financial consultant, but only to the extent such disclosure is necessary to render professional services in connection therewith.

4. Restrictive Covenants. In addition, you agree and acknowledge that as consideration for the Bonus, your right to receive and retain the Bonus is subject to and conditioned upon your continued compliance with the restrictive covenants (including without limitation any confidentiality, non-solicitation and non-competition covenants) contained in this letter agreement and any employment, equity, severance or other similar agreement between you and the Company and/or any of its subsidiaries or affiliates.

5. Termination of Employment. Notwithstanding anything to the contrary herein, if you experience a Qualifying Termination on or after the Closing and on or prior to the Bonus Vesting Date, the Company (or one of its subsidiaries or affiliates) will pay you the Bonus within 30 days following the date of your Qualifying Termination, subject to your timely execution and non-revocation of a general release of claims in a form prescribed by the Company. If your employment with the Company or one of its subsidiaries or affiliates is terminated for any reason other than a Qualifying Termination on or prior to the Bonus Vesting Date or if your Qualifying Termination occurs prior to the Closing, your right to the Bonus will be forfeited, you will have no right to receive any portion of the Bonus and the Company will have no further obligations to you under this letter agreement.

6. Section 409A. Notwithstanding anything to the contrary herein, no portion of the Bonus will be paid during the six-month period following your “separation from service” (within the meaning of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”)) if the Company reasonably determines that paying such amounts at the time or times indicated herein would be a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code. If the payment of any such amounts is delayed as a result of the previous sentence, then on the first business day following the end of such six-month period (or such earlier date upon which such amount can be paid under Section 409A of the Code without resulting in a prohibited distribution, including as a result of your death), you will be paid a lump-sum amount equal to the cumulative amount that would have otherwise been payable to you during such period (without interest).

7. At-Will Employment. Nothing contained in this letter agreement will (i) confer upon you any right to continue your employment relationship with the Company or its subsidiaries or affiliates, (ii) constitute any contract or agreement of employment with the Company or its subsidiaries or affiliates, or (iii) interfere in any way with the rights of the Company or its subsidiaries or affiliates to terminate your employment relationship at any time, for any reason, with or without Cause.

8. Entire Agreement. This letter agreement constitutes the entire and complete agreement between you and the Company and its subsidiaries and affiliates with respect to the subject matter hereof and supersedes any and all other agreement or arrangements, whether oral or written, between you and the Company or its subsidiaries or affiliates (or any predecessor or representative (including officer, shareholder or director) thereof) with respect to the subject matter hereof.

9. Governing Law. This letter agreement will be administered, interpreted and enforced under the laws of the State of [New York]¹ without regard to the conflicts of law principles thereof.

Please indicate your acceptance and acknowledgement of, and agreement to, the foregoing by signing and dating the space provided on the next page for your signature. Please retain one fully-executed original for your files.

Sincerely,

Paramount Group, Inc.

By:
Name:
Title:

I acknowledge that I have carefully read this letter agreement. I accept the provisions, terms, conditions and obligations contained herein.

Accepted, Acknowledged and Agreed,
this __ day of _____, 2025.

By: _____

Name: _____

¹ For certain states (including California), refers to state of residence.

Annex A

For purposes of this letter agreement, the following defined terms will have the meanings specified herein:

“Cause” means (i) if you are a party to an employment, change in control or other agreement or arrangement with the Company or one of its subsidiaries or affiliates or a participant in the Company’s Executive Severance Plan, as amended, and “Cause” is defined therein, such definition, or (ii) otherwise “Cause” will mean, (A) your continued failure to substantially perform your duties with the Company or one of its subsidiaries or affiliates after written notification by the Company or its applicable subsidiary or affiliate of such failure; (B) your conduct which would reasonably be expected to result in material injury or reputation harm to the Company or one of its subsidiaries or affiliates; (C) your conduct constituting a material act of misconduct in the performance of your duties; (D) your material violation of the Company’s Code of Business Conduct and Ethics, as in effect on the date of this letter agreement and as subsequently changed from time to time; or (E) your commission of any felony or a misdemeanor involving moral turpitude, deceit, dishonesty or fraud.

“Good Reason” means, if you are a party to an employment, change in control or other agreement or arrangement with the Company or one of its subsidiaries or affiliates, and “Good Reason” is defined therein, such definition.

“Qualifying Termination” means a termination of your employment by the Company or one of its subsidiaries or affiliates without Cause or, if you are entitled pursuant to an employment, change in control or other agreement or arrangement with the Company or one of its subsidiaries or affiliates to resign your employment with the Company or one of its subsidiaries or affiliates with Good Reason, a voluntary resignation of your employment with the Company or one of its subsidiaries or affiliates with Good Reason.

CERTIFICATION

Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Albert Behler, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Paramount Group, 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 officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) 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.

October 29, 2025

/s/ Albert Behler

Albert Behler
Chairman, Chief Executive Officer and President
(Principal Executive Officer)

CERTIFICATION

Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Ermelinda Berberi, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Paramount Group, 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 officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) 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.

October 29, 2025

/s/ Ermelinda Berberi

Ermelinda Berberi
Executive Vice President, Chief Financial Officer and Treasurer
(Principal Financial Officer)

CERTIFICATION

Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Paramount Group, Inc. (the “Company”), hereby certifies, to such officer’s knowledge, that:

- the Quarterly Report on Form 10-Q for the quarter ended September 30, 2025 (the “Report”) of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and
- the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

October 29, 2025

/s/ Albert Behler

Name: Albert Behler
Title: Chairman, Chief Executive Officer and President
(Principal Executive Officer)

CERTIFICATION

Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, the undersigned officer of Paramount Group, Inc. (the “Company”), hereby certifies, to such officer’s knowledge, that:

- the Quarterly Report on Form 10-Q for the quarter ended September 30, 2025 (the “Report”) of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and
- the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

October 29, 2025

/s/ Ermelinda Berberi

Name: Ermelinda Berberi
Title: Executive Vice President, Chief Financial Officer and Treasurer
(Principal Financial Officer)
