

REFINITIV

DELTA REPORT

10-Q

TPHS - TRINITY PLACE HOLDINGS IN

10-Q - MARCH 31, 2024 COMPARED TO 10-Q - SEPTEMBER 30, 2023

The following comparison report has been automatically generated

TOTAL DELTAS 3292

█ CHANGES 282

█ DELETIONS 2263

█ ADDITIONS 747

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

FORM 10-Q

(Mark One)

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

For the quarterly period ended **September 30, 2023** **March 31, 2024**

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 001-08546

TRINITY PLACE HOLDINGS INC.
(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State or Other Jurisdiction of
Incorporation or Organization)

22-2465228

(I.R.S. Employer Identification No.)

340 Madison Avenue, New York, New York

(Address of Principal Executive Offices)

10173

(Zip Code)

(212) 235-2190

(Registrant's Telephone Number, Including Area Code)

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 \$0.01 Par Value Per Share	TPHS	NYSE American

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

Indicate by check mark whether the registrant has filed all documents and reports required to be filed by Sections 12, 13 or 15(d) of the Securities Exchange Act of 1934 subsequent to the distribution of securities under a plan confirmed by a court. Yes No

As of **November 14, 2023** **May 14, 2024**, there were **38,199,386** **64,046,473** shares of the registrant's common stock, par value \$0.01 per share, outstanding.

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PART I. FINANCIAL INFORMATION

Item 1. Condensed Consolidated Financial Statements (unaudited)

TRINITY PLACE HOLDINGS INC.
 CONSOLIDATED BALANCE SHEETS (unaudited)
 (In thousands, except par value and share amounts)

	September 30, 2023	December 31, 2022
ASSETS		
Real estate, net	\$ 62,736	\$ 64,651
Residential condominium units for sale	183,421	202,999
Cash and cash equivalents	809	1,548
Restricted cash	8,231	20,507
Prepaid expenses and other assets, net	4,323	3,774
Investments in unconsolidated joint ventures	—	4,386
Receivables	149	262
Deferred rents receivable	234	163
Right-of-use asset	655	945
Intangible assets, net	7,137	7,692
Total assets	\$ 267,695	\$ 306,927
LIABILITIES		
Loans payable, net	\$ 190,646	\$ 208,762
Corporate credit facility, net	40,169	34,429
Secured line of credit, net	11,750	9,750
Note payable	—	5,863
Accounts payable and accrued expenses	25,320	19,018
Pension liability	251	651
Lease liability	716	1,037
Warrant liability	3	76

Total liabilities	268,855	279,586
Commitments and Contingencies		
STOCKHOLDERS' (DEFICIT) EQUITY		
Preferred stock, \$0.01 par value; 40,000,000 shares authorized; no shares issued and outstanding	—	—
Preferred stock, \$0.01 par value; 2 shares authorized; no shares issued and outstanding at September 30, 2023 and December 31, 2022	—	—
Special stock, \$0.01 par value; 1 share authorized, issued and outstanding at September 30, 2023 and December 31, 2022	—	—
Common stock, \$0.01 par value; 79,999,997 shares authorized; 44,869,497 and 43,448,384 shares issued at September 30, 2023 and December 31, 2022, respectively; 38,103,800 and 36,907,862 shares outstanding at September 30, 2023 and December 31, 2022, respectively	449	435
Additional paid-in capital	145,228	144,879
Treasury stock (6,765,697 and 6,540,522 shares at September 30, 2023 and December 31, 2022, respectively)	(57,637)	(57,461)
Accumulated other comprehensive loss	(3,270)	(3,626)
Accumulated deficit	(85,930)	(56,886)
Total stockholders' (deficit) equity	(1,160)	27,341
Total liabilities and stockholders' (deficit) equity	\$ 267,695	\$ 306,927
ASSETS		
Real estate, net	\$ —	\$ 62,324
Residential condominium units for sale	—	184,561
Cash and cash equivalents	285	264
Restricted cash	3,693	8,081
Prepaid expenses and other assets, net	277	2,774
Pension asset	1,370	1,370
Receivables	120	356
Deferred rents receivable	—	307
Right-of-use asset	418	519
Intangible assets, net	—	6,952
Total assets	\$ 6,163	\$ 267,508
LIABILITIES		
Loans payable, net	\$ —	\$ 194,628
Corporate credit facility, net	—	40,791
Secured line of credit	—	11,750
Losses in excess of investment in unconsolidated joint venture	792	—
Accounts payable and accrued expenses	565	28,273
Accrued professional fees	1,690	1,545
Lease liability	458	569
Total liabilities	3,505	277,556
Commitments and Contingencies		

STOCKHOLDERS' (DEFICIT) EQUITY		
Preferred stock, \$0.01 par value; 40,000,000 shares authorized; no shares issued and outstanding	—	—
Preferred stock, \$0.01 par value; 2 shares authorized; no shares issued and outstanding at March 31, 2024 and December 31, 2023	—	—
Special stock, \$0.01 par value; 1 share authorized, issued and outstanding at March 31, 2024 and December 31, 2023	—	—
Common stock, \$0.01 par value; 79,999,997 shares authorized; 70,736,447 and 44,965,083 shares issued at March 31, 2024 and December 31, 2023, respectively; 63,793,850 and 38,199,386 shares outstanding at March 31, 2024 and December 31, 2023, respectively	708	450
Additional paid-in capital	149,596	145,301
Treasury stock (6,942,597 and 6,765,697 shares at March 31, 2024 and December 31, 2023, respectively)	(57,665)	(57,637)
Accumulated other comprehensive loss	(2,137)	(2,257)
Accumulated deficit	(87,844)	(95,905)
Total stockholders' equity (deficit)	2,658	(10,048)
Total liabilities and stockholders' equity (deficit)	\$ 6,163	\$ 267,508

See Notes to Consolidated Financial Statements

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TRINITY PLACE HOLDINGS INC.
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS INCOME (LOSS) (unaudited)
(In thousands, except per share amounts)

	Three Months	Three Months	Nine Months	Nine Months	Three	Three
	Ended	Ended	Ended	Ended	Months	Months
	September 30,	September 30,	September 30,	September 30,	March 31,	March 31,
	2023	2022	2023	2022	2024	2023
Revenues						
Rental revenues	\$ 1,460	\$ 1,477	\$ 4,396	\$ 3,968	\$ 798	\$ 1,511
Other income	29	20	173	46	120	120
Sales of residential condominium units	9,162	17,509	27,483	28,696	1,439	13,097
Total revenues	10,651	19,006	32,052	32,710	2,357	14,728
Operating Expenses						
Property operating expenses	786	1,220	2,864	2,790	415	1,267
Real estate taxes	668	486	1,582	1,292	365	463
General and administrative	1,511	1,431	4,790	4,436	1,106	1,444
Pension related costs	144	158	431	473	130	144
Cost of sales - residential condominium units	9,779	16,714	27,257	27,238	1,437	12,309
Transaction related costs	—	—	113	—	—	113

Depreciation and amortization	1,006	1,006	3,009	3,013	762	1,000
Total operating expenses	13,894	21,015	40,046	39,242	4,215	16,740
Operating loss	(3,243)	(2,009)	(7,994)	(6,532)	(1,858)	(2,012)
Equity in net (loss) income from unconsolidated joint ventures	—	(14)	(4)	802		
Gain on contribution to joint venture					20,976	—
Equity in net loss from unconsolidated joint ventures					(6,754)	(4)
Equity in net gain on sale of unconsolidated joint venture property	—	—	3,065	4,490	—	3,058
Unrealized gain on warrants	14	64	70	995	—	66
Interest expense, net	(7,901)	(3,549)	(21,423)	(9,613)	(3,883)	(6,328)
Interest expense - amortization of deferred finance costs	(758)	(763)	(2,583)	(1,577)	(334)	(892)
Loss before taxes	(11,888)	(6,271)	(28,869)	(11,435)		
Income (loss) before taxes					8,147	(6,112)
Tax expense	—	(82)	(175)	(272)	(86)	(124)
Net loss attributable to common stockholders	\$ (11,888)	\$ (6,353)	\$ (29,044)	\$ (11,707)		
Net income (loss) attributable to common stockholders					\$ 8,061	\$ (6,236)
Other comprehensive (loss) income:						
Other comprehensive income:						
Unrealized gain on pension liability	119	119	356	356	120	119
Comprehensive loss attributable to common stockholders	\$ (11,769)	\$ (6,234)	\$ (28,688)	\$ (11,351)		
Comprehensive income (loss) attributable to common stockholders					\$ 8,181	\$ (6,117)
Loss per share - basic and diluted	\$ (0.31)	\$ (0.17)	\$ (0.76)	\$ (0.31)		
Income (loss) per share - basic and diluted					\$ 0.15	\$ (0.17)
Weighted average number of common shares - basic and diluted	38,789	37,260	38,134	37,184	52,856	37,605

See Notes to Consolidated Financial Statements

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TRINITY PLACE HOLDINGS INC.
CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT) EQUITY (unaudited)

(In thousands)

FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2023	
FOR THE THREE MONTHS ENDED MARCH 31, 2024	FOR TH

	Statement of Stockholders' Equity										Statement of Cash Flows			
	Additional					Other					Additional			
	Common Stock		Paid-In		Treasury Stock	Accumulated		Comprehensive		Total	Common Stock	Paid-In		
	Shares	Amount	Capital		Shares	Amount	Deficit		Loss		Shares	Amount		
Balance as of June 30, 2023	44,804	\$ 448	\$ 145,114		(6,766)	\$ (57,637)	\$ (74,042)		\$ (3,389)	\$ 10,494				
Balance as of December 31, 2023											44,965	\$ 450	\$ 14	
Net loss attributable to common stockholders	—	—	—	—	—	—	(11,888)	—	(11,888)	—	—	—	—	
Net income attributable to common stockholders											—	—	—	
Sale of common stock											25,112	251		
Settlement of stock awards	66	1	—	—	—	—	—	—	—	1	659	7		
Unrealized gain on pension liability	—	—	—	—	—	—	—	—	119	119	—	—		
Stock-based compensation	—	—	114	—	—	—	—	—	—	114	—	—		
Balance as of September 30, 2023	44,870	\$ 449	\$ 145,228	(6,766)	\$ (57,637)	\$ (85,930)	\$ (3,270)	\$ (1,160)						
Balance as of March 31, 2024											70,736	\$ 708	\$ 14	

FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2023														
	Statement of Stockholders' Equity										Statement of Cash Flows			
	Additional					Other					Additional			
	Common Stock		Paid-In		Treasury Stock	Accumulated		Comprehensive		Total	Common Stock	Paid-In		
	Shares	Amount	Capital		Shares	Amount	Deficit		Loss		Shares	Amount		
Balance as of December 31, 2022	43,448	\$ 435	\$ 144,879		(6,541)	\$ (57,461)	\$ (56,886)		\$ (3,626)	\$ 27,341				
Net loss attributable to common stockholders	—	—	—	—	—	—	(29,044)	—	—	(29,044)	—	—	—	
Settlement of warrants	750	8	(5)	—	—	—	—	—	—	3	—	—	—	
Settlement of stock awards	672	6	—	(225)	(176)	—	—	—	—	(170)	—	—	—	
Unrealized gain on pension liability	—	—	—	—	—	—	—	—	356	356	—	—	356	
Stock-based compensation	—	—	354	—	—	—	—	—	—	354	—	—	—	
Balance as of September 30, 2023	44,870	\$ 449	\$ 145,228	(6,766)	\$ (57,637)	\$ (85,930)	\$ (3,270)	\$ (1,160)						

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FOR THE THREE MONTHS ENDED SEPTEMBER 30, 2022														
	Statement of Stockholders' Equity										Statement of Cash Flows			
	Additional					Other					Additional			
	Common Stock		Paid-In		Treasury Stock	Accumulated		Comprehensive		Total	Common Stock	Paid-In		
	Shares	Amount	Capital		Shares	Amount	Deficit		Loss		Shares	Amount		
Balance as of December 31, 2022	43,448	\$ 435	\$ 144,879		(6,541)	\$ (57,461)	\$ (56,886)		\$ (3,626)	\$ 27,341				
Net loss attributable to common stockholders	—	—	—	—	—	—	(29,044)	—	—	(29,044)	—	—	—	
Settlement of warrants	750	8	(5)	—	—	—	—	—	—	3	—	—	—	
Settlement of stock awards	672	6	—	(225)	(176)	—	—	—	—	(170)	—	—	—	
Unrealized gain on pension liability	—	—	—	—	—	—	—	—	356	356	—	—	356	
Stock-based compensation	—	—	354	—	—	—	—	—	—	354	—	—	—	
Balance as of September 30, 2023	44,870	\$ 449	\$ 145,228	(6,766)	\$ (57,637)	\$ (85,930)	\$ (3,270)	\$ (1,160)						

	Common Stock		Paid-In Capital	Treasury Stock		Accumulated Deficit	Comprehensive Loss		Total
	Shares	Amount		Shares	Amount		Loss		
Balance as of June 30, 2022	43,391	\$ 434	\$ 144,580	(6,541)	\$ (57,461)	\$ (41,550)	\$ (1,106)	\$ 44,897	
Net loss attributable to common stockholders	—	—	—	—	—	(6,353)	—	(6,353)	
Settlement of stock awards	27	—	—	—	—	—	—	—	
Unrealized gain on pension liability	—	—	—	—	—	—	119	119	
Stock-based compensation	—	—	145	—	—	—	—	—	145
Balance as of September 30, 2022	<u>43,418</u>	<u>\$ 434</u>	<u>\$ 144,725</u>	<u>(6,541)</u>	<u>\$ (57,461)</u>	<u>\$ (47,903)</u>	<u>\$ (987)</u>	<u>\$ 38,808</u>	

FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2022

FOR THE THREE MONTHS ENDED MARCH 31, 2023

FOR THE THREE MONTHS ENDED MARCH 31, 2023

	Additional						Accumulated		Additional		
	Common Stock		Paid-In		Treasury Stock		Accumulated	Comprehensive	Common Stock	Paid-In	
	Shares	Amount	Capital	Shares	Amount	Deficit	Loss	Total	Shares	Capital	
Balance as of December 31, 2021	43,024	\$ 430	\$ 144,282	(6,398)	\$ (57,166)	\$ (36,196)	\$ (1,343)	\$ 50,007	43,448	\$ 435	\$ 14
Balance as of December 31, 2022											
Net loss attributable to common stockholders	—	—	—	—	—	(11,707)	—	(11,707)	—	—	—
Settlement of stock awards	394	4	—	(143)	(295)	—	—	(291)	455	4	
Unrealized gain on pension liability	—	—	—	—	—	—	356	356	—	—	
Stock-based compensation	—	—	443	—	—	—	—	443	—	—	
Balance as of September 30, 2022	<u>43,418</u>	<u>\$ 434</u>	<u>\$ 144,725</u>	<u>(6,541)</u>	<u>\$ (57,461)</u>	<u>\$ (47,903)</u>	<u>\$ (987)</u>	<u>\$ 38,808</u>			
Balance as of March 31, 2023									43,903	\$ 439	\$ 14

See Notes to Consolidated Financial Statements

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TRINITY PLACE HOLDINGS INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS (unaudited)
(In thousands)

	For the		For the	
	Nine Months Ended		Nine Months Ended	
	September 30,		September 30,	
	2023		2022	

CASH FLOWS FROM OPERATING ACTIVITIES:			
Net loss attributable to common stockholders	\$ (29,044)	\$ (11,707)	
Adjustments to reconcile net loss attributable to common stockholders to net cash (used in) provided by operating activities:			
Depreciation and amortization and amortization of deferred finance costs	5,592	4,590	
Other non-cash adjustment - paid-in-kind interest	2,078	—	
Stock-based compensation expense	347	407	
Gain on sale of joint venture real estate	(3,065)	(4,490)	
Deferred rents receivable	(71)	(9)	
Other non-cash adjustments - pension expense	(44)	356	
Unrealized gain on warrants	(70)	(995)	
Equity in net loss (income) from unconsolidated joint ventures	4	(802)	
Distributions from unconsolidated joint ventures	—	1,318	
Decrease (increase) in operating assets:			
Residential condominium units for sale	19,663	17,259	
Receivables	113	6	
Prepaid expenses and other assets, net	(925)	(2,209)	
Increase in operating liabilities:			
Accounts payable and accrued expenses	4,397	3,104	
Net cash (used in) provided by operating activities	(1,025)	6,828	
CASH FLOWS FROM INVESTING ACTIVITIES:			
Additions to real estate	(163)	(93)	
Net proceeds from sale of unconsolidated joint venture	7,240	17,418	
Net cash provided by investing activities	7,077	17,325	
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from loans and corporate credit facility	5,000	7,851	
Proceeds from secured line of credit	2,000	500	
Repayment of loans	(20,037)	(41,886)	
Repayment of note payable	(5,863)	—	
Repayment of secured line of credit	—	(3,500)	
Settlement of stock awards	(170)	(291)	
Settlement of warrants	3	—	
Net cash used in financing activities	(19,067)	(37,326)	
NET DECREASE IN CASH AND CASH EQUIVALENTS AND RESTRICTED CASH	(13,015)	(13,173)	
CASH AND CASH EQUIVALENTS AND RESTRICTED CASH, BEGINNING OF PERIOD	22,055	24,845	
CASH AND CASH EQUIVALENTS AND RESTRICTED CASH, END OF PERIOD	\$ 9,040	\$ 11,672	
CASH AND CASH EQUIVALENTS, BEGINNING PERIOD	\$ 1,548	\$ 4,310	
RESTRICTED CASH, BEGINNING OF PERIOD	20,507	20,535	
CASH AND CASH EQUIVALENTS AND RESTRICTED CASH, BEGINNING OF PERIOD	\$ 22,055	\$ 24,845	
CASH AND CASH EQUIVALENTS, END OF PERIOD	\$ 809	\$ 2,190	
RESTRICTED CASH, END OF PERIOD	8,231	9,482	
CASH AND CASH EQUIVALENTS AND RESTRICTED CASH, END OF PERIOD	\$ 9,040	\$ 11,672	
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:			
Cash paid during the period for: Interest	\$ 10,793	\$ 9,624	
Cash paid during the period for: Taxes	\$ 242	\$ 341	

SUPPLEMENTAL DISCLOSURE OF NON-CASH INVESTING AND FINANCING ACTIVITIES:			
	\$ 78	\$ 1,480	
	\$ 7	\$ 36	
	For the	For the	
	Three Months Ended	Three Months Ended	
	March 31,	March 31,	
	2024	2023	
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net income (loss) attributable to common stockholders	\$ 8,061	\$ (6,236)	
Adjustments to reconcile net income (loss) attributable to common stockholders to net cash (used in) provided by operating activities:			
Depreciation and amortization and amortization of deferred finance costs	1,096	1,892	
Other non-cash adjustment - paid-in-kind interest	1,466	(153)	
Stock-based compensation expense	60	99	
Gain on sale of joint venture real estate	—	(3,058)	
Gain on contribution to joint venture	(20,976)	—	
Deferred rents receivable	12	(20)	
Other non-cash adjustments - pension expense	120	119	
Unrealized gain on warrants	—	(66)	
Equity in net loss from unconsolidated joint ventures	6,754	4	
Decrease (increase) in operating assets:			
Residential condominium units for sale	2,201	8,221	
Receivables	(173)	1	
Prepaid expenses and other assets, net	60	756	
(Decrease) increase in operating liabilities:			
Accounts payable and accrued expenses	(3,135)	2,525	
Net cash (used in) provided by operating activities	(4,454)	4,084	
CASH FLOWS FROM INVESTING ACTIVITIES:			
Additions to real estate	—	(29)	
Transfer of restricted cash	(6,904)	—	
Net proceeds from sale of unconsolidated joint venture	—	7,240	
Net cash (used in) provided by investing activities	(6,904)	7,211	
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from loans and corporate credit facility	2,526	—	
Proceeds from secured line of credit	—	2,000	
Repayment of loans and corporate credit facility	—	(10,591)	
Repayment of note payable	—	(5,863)	
Settlement of stock awards	(21)	(145)	
Sale of common stock, net	4,486	—	
Net cash provided by (used in) financing activities	6,991	(14,599)	
NET DECREASE IN CASH AND CASH EQUIVALENTS AND RESTRICTED CASH	(4,367)	(3,304)	
CASH AND CASH EQUIVALENTS AND RESTRICTED CASH, BEGINNING OF PERIOD	8,345	22,055	
CASH AND CASH EQUIVALENTS AND RESTRICTED CASH, END OF PERIOD	\$ 3,978	\$ 18,751	
CASH AND CASH EQUIVALENTS, BEGINNING PERIOD	\$ 264	\$ 1,548	
RESTRICTED CASH, BEGINNING OF PERIOD	8,081	20,507	
CASH AND CASH EQUIVALENTS AND RESTRICTED CASH, BEGINNING OF PERIOD	\$ 8,345	\$ 22,055	

CASH AND CASH EQUIVALENTS, END OF PERIOD	\$ 285	\$ 2,582
RESTRICTED CASH, END OF PERIOD	3,693	16,169
CASH AND CASH EQUIVALENTS AND RESTRICTED CASH, END OF PERIOD	<u><u>\$ 3,978</u></u>	<u><u>\$ 18,751</u></u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid during the period for: Interest	\$ 915	\$ 5,015
Cash paid during the period for: Taxes	<u><u>\$ 117</u></u>	<u><u>\$ 115</u></u>
SUPPLEMENTAL DISCLOSURE OF NON-CASH INVESTING AND FINANCING ACTIVITIES:		
Capitalized amortization of deferred financing costs and warrants	\$ —	\$ 78
Capitalized stock-based compensation expense	<u><u>\$ —</u></u>	<u><u>\$ 2</u></u>
Transfer of real estate and condominium assets	\$ 244,477	\$ —
Transfer of loans, credit facility and line of credit	<u><u>\$ (251,325)</u></u>	<u><u>\$ —</u></u>
Transfer of operating assets and liabilities, net	\$ (14,797)	\$ —

See Notes to Consolidated Financial Statements

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Trinity Place Holdings Inc.

Notes to Condensed Consolidated Financial Statements (unaudited)

September 30, 2023 March 31, 2024

Note 1 – Business

Overview

Trinity Place Holdings Inc., which we refer to in these financial statements as "Trinity," "we," "our," or "us," is a real estate holding, investment, development and asset management company. Our largest asset is As part of a series of transactions described below, on February 14, 2024, TPHGreenwich Holdings LLC ("TPHGreenwich"), a previously 100% owned subsidiary of ours, became owned 95% by us, with an affiliate of the lender under our corporate credit facility (the "Corporate Credit Facility" or "CCF") owning a 5% interest in, and acting as manager of, such entity. The entity holds our real estate assets (and related liabilities), including (i) the property located at 77 Greenwich Street in Lower Manhattan ("77 Greenwich"), which is substantially complete as a mixed-use project consisting of a 90-unit residential condominium tower, retail space and a New York City elementary school. We also own school, (ii) a 105-unit, 12-story multi-family property located at 237 11th Street in Brooklyn, New York ("237 11th"), as well as and (iii) a property occupied by a retail tenant tenants in Paramus, New Jersey, Jersey (the "Paramus Property").

We also control a variety of intellectual property assets focused on the consumer sector, a legacy of our predecessor, Syms Corp. ("Syms"), including FilenesBasement.com, our rights to the Stanley Blacker® brand, as well as the intellectual property associated with the Running of the Brides® event and An Educated Consumer is Our Best Customer® slogan. In addition, we also had approximately \$305.4 million \$329.3 million of federal net operating losses ("NOLs") and other tax loss carryforwards ("NOLs") at September 30, 2023 March 31, 2024, as well as approximately \$341.3 million of various state and local NOLs and other tax loss carryforwards at March 31, 2024, which can be used to reduce our future taxable income and capital gains.

Liquidity Recapitalization Transactions

On February 14, 2024, we consummated the transactions contemplated by the Stock Purchase Agreement, dated as of January 5, 2024 (as amended, the "Stock Purchase Agreement"), between the Company, TPHS Lender LLC, the lender under the Company's Corporate Credit Facility (the "Company Investor") and Going Concern; Management's Plans; Recent Developments TPHS Investor LLC, an affiliate of the Company Investor (the "JV Investor", and together with the Company Investor, the "Investor"), pursuant to which (i) the Company Investor purchased 25,112,245 shares of common stock, par value \$0.01 per share of the Company (the "Investor Shares") for a purchase price of \$0.30 per share, (ii) the Company and the JV Investor entered into an amended and restated limited liability company operating agreement of TPHGreenwich (the "JV Operating Agreement"), pursuant to which the JV Investor was appointed the initial manager of, and acquired a five percent (5%) interest in, TPHGreenwich, as described in more detail below, and TPHGreenwich continues to own, indirectly, all of the real property assets and liabilities of the Company, and (iii) TPHGreenwich entered into an asset management agreement (the "Asset Management Agreement") with a newly formed subsidiary of the Company (the "TPH Manager"), pursuant to which TPHGreenwich hired the TPH Manager to act as initial asset manager for TPHGreenwich for an annual management fee, as described in more detail below (collectively, the "Recapitalization Transactions").

Under the Recapitalization Transactions, the real estate assets and related liabilities as well as the Corporate Credit Facility became part of TPHGreenwich, with the Company retaining the substantial federal, state and local tax NOLs and other tax loss carry forwards, intellectual property and a 95% equity interest in TPHGreenwich. In addition, the maturity date of each of the mortgage loan agreement (the "77G Mortgage Loan") and mezzanine loan agreement (the "77G Mezzanine Loan") for 77 Greenwich, both of which were assumed by TPHGreenwich, was extended to October 23, 2025 with an option to extend for an additional year, and the maturity date of the Corporate Credit Facility was extended to June 30, 2026.

Our financial statements are prepared using accounting principles generally accepted [Joint Venture Agreement](#)

At the closing of the Recapitalization Transactions, the Company and the JV Investor entered into the JV Operating Agreement, with the Company owning 95% of the ownership interests in TPHGreenwich and the JV Investor owning 5% of the ownership interests in TPHGreenwich. Distributions under the JV Operating Agreement first go to the Investor until the JV Investor has received its initial distribution amount in full (which initial distribution amount is the sum of (v) all amounts due under the CCF and 77G Mezzanine Loan, (w) all amounts due in connection with any additional

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TPHGreenwich debt financing provided by Investor or its affiliate, (x) Investor's initial capital contribution, and (y) any additional capital contributions made by Investor), then distributed pro rata pursuant to the members' respective percentage interests in TPHGreenwich. If TPH Manager is terminated for "Cause" under the Asset Management Agreement, as described below, at the option of Investor, the Company's right to distributions from TPHGreenwich will be forfeited and any distribution that would otherwise have been made to the Company will instead be distributed to the JV Investor.

JV Investor, in its capacity as manager of TPHGreenwich, will manage, control and conduct the affairs of TPHGreenwich, subject only to certain major decisions set forth in the [United States JV Operating Agreement](#). Major decisions are (1) entering into any transaction with or for the benefit of [America applicable](#) Investor or its affiliate, other than any transaction involving Investor or its affiliate providing debt and/or equity to the Company as set forth in the JV Operating Agreement or any arms-length transaction, (2) any amendment or modification of the JV Operating Agreement or any operating agreement of a subsidiary company of TPHGreenwich, or any other agreement with the Company or a subsidiary company of TPHGreenwich if such amendment would materially adversely affect the rights or obligations of the Company in a manner that is disproportionate to the JV Investor, (3) any tax or accounting matter decision relating to net operating losses that would be materially adverse to the Company but not the JV Investor, and (4) the admission of any other member to TPHGreenwich or its subsidiary except as permitted under the JV Operating Agreement.

Under the JV Operating Agreement, the Company will retain oversight of the Paramus Property and will have the sole and exclusive right to manage and make decisions regarding the Paramus Property, subject to (i) the Company Investor's right to approve any purchase and sale agreement for the Paramus Property that may be entered into in accordance with the terms and conditions of the Stock Purchase Agreement; (ii) the JV Investor's right to approve any material modifications of such purchase and sale agreement for the Paramus Property, and (iii) the JV Investor's right to approve any dissolution of the owner of the Paramus Property.

The Company's liability under any cause of action arising from or in connection with the JV Operating Agreement is limited to its interest in TPHGreenwich, other than with respect to certain Company guaranty liabilities related to (a) any loss or expense incurred by the JV Investor under any non-recourse carveout guaranty or environmental indemnity to a going concern, which contemplate third-party lender, or (b) indemnification and reimbursement from the realization Company if the JV Investor makes a payment to a third party lender pursuant to a guaranty (other than a non-recourse carve out guaranty or environmental indemnity), in each case, to the extent such loss, expense or payment was caused solely by, or required solely as a result of, assets the acts or omissions of the Company or the TPH Manager without the prior written consent of the JV Investor.

Asset Management Agreement

At the closing of the Recapitalization Transactions, the TPH Manager entered into the Asset Management Agreement with TPHGreenwich. The Asset Management Agreement provides that the TPH Manager agrees to provide certain services in connection with the construction (with respect to 77 Greenwich), management, operation, supervision and liquidation of liabilities in the normal course of business. The COVID-19 pandemic and related matters, including government actions, delayed the completion date maintenance of 77 Greenwich resulting in our needing and 237 11th. To compensate TPH Manager for such services, TPHGreenwich will pay an annual management fee to fund condominium related carry costs, inclusive of operating costs and real estate taxes, through a delayed and longer sellout period. In addition, shifts in residential consumer sentiment and changes TPH Manager equal to the broader greater of (x) \$400,000 or (y) 1.25% of (i) the outstanding principal balance of the CCF plus (ii) the outstanding principal balance of the 77G Mezzanine Loan, plus (iii) the principal balance of any future fundings of any type under the CCF and/or 77G Mezzanine Loan.

The Asset Management Agreement will continue until the earlier to occur of (a) both consummation of a sale, transfer, conveyance or other disposition of 77 Greenwich and local economies, 237 11th and the final resolution of the 237 11th litigation, or (b) the earlier termination of the Asset Management Agreement pursuant to its terms. TPHGreenwich has the right to terminate the Asset Management Agreement at any time with or without cause, provided that if the TPH Manager is terminated without cause prior to the 18-month anniversary of the Asset Management Agreement, the TPH Manager will be entitled to a termination payment equal to 75 days' payment of the management fee, based on the average fee paid to the TPH Manager during the immediately prior 12 months. After the 18-month anniversary of the Asset Management Agreement, the TPH Manager will also have had a significant adverse impact on our business. More recently, world events, the economic downturn, regional bank failures, an unprecedented rapid increase right to terminate the Asset Management Agreement in interest rates, tighter lending standards its sole and a corresponding decrease in lending, decrease in stock market valuations, higher levels absolute discretion, upon not less than 75 days' prior written notice to TPHGreenwich.

As described above, if TPH Manager is terminated for "Cause" under the Asset Management Agreement, at the option of inflation, and current financial market challenges have also materially adversely impacted our business. As of September 30, 2023, we had total cash and restricted cash of \$9.0 million, of which approximately \$809,000 was cash and cash equivalents and approximately \$8.2 million was restricted cash. The Company's cash and cash equivalents will not be sufficient to fund Investor, the Company's right to distributions from TPHGreenwich will be forfeited and any distribution that would otherwise have been made to the Company will instead be distributed to the JV Investor. The term "Cause" means (a) the Company ceasing to be a member under the JV Operating Agreement, (b) TPH Manager transfers its rights or obligations under the Asset Management Agreement in violation of the terms therein, (c) TPH Manager files or consents to a petition

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in bankruptcy, (d) TPH Manager, any Key Manager Employee (defined below) or any affiliate is convicted of fraud or is determined by a court of competent jurisdiction pursuant to a final judgment to have committed an act of fraud, (e) any misappropriation, gross negligence or willful misconduct by TPH Manager, any Key Manager Employee or any affiliate of the foregoing (which is curable one time during the term of the Asset Management Agreement if committed by a non-senior level employee), (f) any of the Company, TPH Manager or any Key Manager Employee is convicted of a felony crime or crime of moral turpitude, (g) any representation or warranty made by TPH Manager under the Asset Management Agreement is untrue in any material respect and remains uncured after notice from TPHGreenwich, (h) a material breach by TPH Manager of the terms of the Asset Management Agreement (other than as set forth above in this definition) which breach has a material adverse effect on TPHGreenwich and remains uncured after notice from TPHGreenwich, or (i) the breach or failure to comply by TPHGreenwich or any subsidiary with any loan documents (other than, in the case of loan documents in which an affiliate of JV Investor is a lender, with respect to any key person provisions relating to Mr. Messinger, our chief executive officer, or a replacement) in the event such breach or failure is caused by the actions of TPH Manager, Key Manager Employee or any affiliate and continues after the giving of any

required notice and the expiration of any applicable cure period under such loan documents, and which is not the subject of a forbearance or waiver from such lender. Under the Asset Management Agreement, "Key Manager Employee" means Mr. Messinger or a replacement officer or employee of TPH Manager with reasonably equivalent skills and abilities (as determined by the JV Investor on behalf of TPHGreenwich in its reasonable discretion).

In the event Mr. Messinger fails to be involved in the day-to-day operations debt service, amortization of the TPH Manager pursuant to the Asset Management Agreement, TPHGreenwich agrees its sole and ~~maturities~~ exclusive remedy will be to terminate TPH Manager without cause on 30 days' notice.

On April 26, 2024, the Company and corporate expenses beyond the next few months, unless we are able Mr. Messinger entered into an amendment (the "Amendment") to both extend or refinance or otherwise resolve our maturing debt Mr. Messinger's employment agreement, as amended (the "Employment Agreement"), and also raise additional capital or enter TPHGreenwich and Mr. Messinger entered into a strategic transaction creating substantial doubt about our ability consulting agreement (the "Consulting Agreement"). Under the Amendment, the parties agreed among other things that the Company will make certain payments to Mr. Messinger in exchange for Mr. Messinger's agreement to continue his employment as a going concern. As chief executive officer of October 31, 2023 the Company until July 31, 2024, our cash and cash equivalents totaled approximately \$583,000, unless extended by the parties (the "Termination Date"). Upon the Termination Date, the Consulting Agreement will automatically become effective, unless the Employment Agreement is otherwise terminated in accordance with its terms. Under the Consulting Agreement, Mr. Messinger has agreed to provide certain consulting services as an independent contractor to TPHGreenwich related to the properties owned by TPHGreenwich, in exchange for certain consulting payments. The Consulting Agreement will remain in effect until June 1, 2026, unless sooner terminated in accordance with its terms.

Management's Plans and Objectives

Following the Recapitalization Transactions, our primary business is owning over \$600 million of federal, and various state and local NOLs and other tax loss carryforwards and a range variety of potential strategic alternatives, intellectual property assets focused on the consumer sector, as well as a 95% interest in TPHGreenwich and engaged financial advisors to assist it in evaluating alternatives. In that regard, in August 2023, acting as asset manager for the properties owned by TPHGreenwich. With the Company entered into term sheets with a large unaffiliated asset manager with investment expertise in, among other things, now unencumbered by its real estate in the public and private markets (the "Potential Strategic Party"), and an affiliate of its corporate credit facility lender and mezzanine lender for investments in the Company and a modification of the Company's debt, respectively. The Potential Strategic Party has indicated its intent related liabilities, we continue to not proceed with the transaction focus on the terms provided under the term sheet, although discussions continue. As of November 14, 2023, no strategic transaction has been entered into. The Company continues to explore exploring a range of strategic and financing alternatives to maximize stockholder value and to engage with parties that have expressed interest in the Company's attributes and assets and may see the Company as a potential vehicle for growth, with potential opportunities to recapitalize the Company at a lower cost of capital. The Company has engaged Houlihan Lokey and Ackman-Ziff to act as advisors (the "Advisors") in connection with our strategic review process and to assist us in identifying and evaluating potential alternatives, including among others securing an equity and/or debt financing of the Company, refinancing of existing debt, and/or a sale or merger or reverse merger of the Company, and the Company Company. There is in active discussions with an affiliate of our corporate credit facility lender with respect to a potential transaction.

The Company has entered into several amendments, extensions and forbearances with its lenders during 2023. Effective in April 2023, the Company's subsidiary borrower under the secured line of credit entered into an amendment to that agreement extending the maturity date to March 22, 2024 and reducing the interest rate to 2.5% until such date. In July 2023, the Company exercised its first extension option for the 237 11th Loans (as defined below) which extended the maturity date of the debt to July 2024. Also in April 2023, the Company reached an agreement with its CCF lender regarding, among other things, the deferment of cash interest payments and a \$7 million repayment until August 31, 2023, subject to extension in certain circumstances, which also provided that the Company will enter into a strategic transaction.

that results in the repayment of the CCF or repay the CCF by \$5 million from equity proceeds by such date. In August 2023, the Company entered into forbearance agreements with the lenders under its mezzanine loan and corporate credit facility pursuant to which each of the lenders agreed to forbear from exercising their respective rights and remedies with respect to certain existing defaults under those agreements until December 31, 2023, unless earlier terminated under the terms and conditions of the forbearance agreements, including if the Potential Strategic Party states in writing that it is no longer pursuing a transaction with the Company and is not replaced by a third party pursuing a substantially similar transaction within thirty days. In September 2023, the Company also entered into a forbearance agreement with the 77 Greenwich mortgage lender pursuant to which the lender agreed to forbear from exercising its rights and remedies with respect to certain defaults under the 77 Greenwich mortgage loan until November 15, 2023, unless earlier terminated in accordance with its terms. A condition to continued forbearance in this agreement was not met, but the Company is in active discussions with its 77 Mortgage Lender with respect to additional forbearance and a restructuring and extension of the 77 Mortgage Loan, in connection with the potential strategic transaction. There is no certainty that terms will be agreed upon or, if agreed, the timing of such restructuring, if any. See Note 6 – Loans Payable and Secured Line of Credit for more information regarding the forbearance agreements.

We are considering all possible alternatives to conserve cash, including any capital that may be raised in the future, if any, which may include, in addition to continuing to reduce general and administrative expenses as much as possible, de-listing our common stock and "going dark" and ceasing to file SEC reports, taking into account contractual, regulatory and other considerations. We are also evaluating additional alternatives in restructuring our business and our capital structure, including but not limited to, a transaction with an affiliate of our CCF lender to holistically resolve the liabilities under the CCF and address other material liabilities, the restructuring of the 77 Greenwich mortgage loan, filing for bankruptcy protection, liquidating, dissolving and/or seeking another in-court or out-of-court restructuring of our liabilities. Given the Company's very limited operating cash position, continued challenging credit markets, significantly higher costs of capital, extreme volatility and a slowdown in the residential condominium sales market, there can be no assurance that we will be able to extend or renew all or successful in consummating any of the forbearance agreements, or enter into a such strategic transaction or otherwise repay the corporate credit facility or mezzanine loan or mortgage loan before the forbearance agreements terminate, that our cash position will extend through the date on which forbearance terminates terms or a strategic transaction can be consummated, or that we will be able to secure any particular amount of funds. Whether or not we are able to enter into a transaction, we may not have sufficient resources to pay our advisors and service providers amounts due or claimed. There are also no assurances that we will be able to enter into any future extensions, amendments or waivers with these or other lenders, raise additional capital, refinance indebtedness or enter into other financing arrangements or engage in asset sales or strategic partnerships sufficient to fund our cash needs, on terms satisfactory timeframe acceptable to us if or at all.

Construction at 77 Greenwich has taken longer than projected due to the impact of the pandemic. Sales of residential condominiums at 77 Greenwich have been impeded due to broader economic conditions and outlook, including significantly higher interest rates and the ability to obtain financing due to tighter lending standards. We closed on the sale of 10 residential condominium units since December 31, 2022, for a total of 38 units as of September 30, 2023, of which three were sold in the third quarter of 2023.

The financial statements do not include any adjustments that might result from the outcome of any uncertainty as to our ability to continue as a going concern.

Note 2 – Summary of Significant Accounting Policies

Basis of Presentation

The accompanying unaudited consolidated financial statements were prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") and include our financial statements and the financial statements of our wholly-owned subsidiaries.

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The accompanying unaudited consolidated interim financial information also conform with the rules and regulations of the Securities and Exchange Commission (the "SEC"). Certain information and footnote disclosures normally included in annual financial statements prepared in

accordance with GAAP have been condensed or omitted in accordance with such rules and regulations. Management believes that the disclosures presented in these unaudited consolidated financial

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statements are adequate to make the information presented not misleading. In management's opinion, all adjustments and eliminations, consisting only of normal recurring adjustments, necessary to present fairly the financial position and results of operations for the reported periods have been included. The results of operations for such interim periods are not necessarily indicative of the results for the full year. The accompanying unaudited consolidated interim financial information should be read in conjunction with our **December 31, 2022** **December 31, 2023** audited consolidated financial statements filed on Form 10-K (the "2022 (as amended, the "2023 Annual Report").

- a. *Principles of Consolidation* - The consolidated financial statements include our accounts and those of our subsidiaries which are or were wholly-owned or controlled by us. Entities which we do not control through our voting interest and entities which are variable interest entities, but where we are not the primary beneficiary, are accounted for under the equity method. Accordingly, our share of the earnings or losses of our unconsolidated joint ventures, **The Berkley**, namely **TPHGreenwich**, which **was sold in April 2022**, **began on February 14, 2024**, and **250 North 10th**, which was sold in February 2023, are included in our consolidated statements of operations and comprehensive loss^{income (loss)} (see Note **133** – Investments in Unconsolidated Joint Ventures for further information). All significant intercompany balances and transactions have been eliminated.

We are required to consolidate a variable interest entity (the "VIE") in which we are considered the primary beneficiary. The primary beneficiary is the entity that has (i) the power to direct the activities that most significantly impact the entity's economic performance and (ii) the obligation to absorb losses of the VIE or the right to receive benefits from the VIE that could be significant to the VIE. **Subsequent to February 2023, we had no VIEs.**

- b. *Investments in Unconsolidated Joint Ventures* - We accounted for our investments in unconsolidated joint ventures, namely, **The Berkley**, **which was sold in April 2022**, and **250 North 10th**, which was sold in February 2023, and **TPHGreenwich** under the equity method of accounting (see Note **133** - Investments in Unconsolidated Joint Ventures for further information).

Under the equity method, investments in real estate ventures are recorded initially at the fair value of the assets contributed and subsequently adjusted for equity in earnings, contributions, distributions, and impairments. The Company generally allocates income and losses from the unconsolidated real estate ventures based on the venture's distribution priorities, which may be different from its stated ownership percentage.

At least quarterly, management assesses whether there are any other than temporary impairment indicators of the Company's investments in real estate ventures. If any indicators of impairment are present, we calculate the fair value of the investment in the unconsolidated real estate venture. An investment is other than temporarily impaired only if the fair value of the investment in a real estate venture, as estimated by management, is less than the carrying value and the decline is other than temporary. To the extent that an other than temporary impairment has occurred, an impairment charge is recorded in the amount of the excess of the carrying amount of the investment over the estimated fair value. Management is required to make significant judgments about the estimated fair value of its investments to determine if an impairment exists. Fair value is generally determined through income valuation approaches, including discounted cash flows and direct capitalization models or a sales comparison approach.

When the Company acquires an interest in or contributes assets to a real estate venture project, the difference between the Company's cost basis in the investment and the value of the real estate venture or asset contributed is amortized over the life of the related assets, intangibles, and liabilities and such adjustment is included in the Company's share of equity in income of unconsolidated real estate ventures.

In connection with the Recapitalization Transaction, all assets and liabilities contributed to TPHGreenwich were transferred at fair value. This resulted in a gain on contribution to joint venture of approximately \$21.0 million.

c. *Use of Estimates* - The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of

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contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Accordingly, actual results could differ from those **estimates (see Note 2g. Residential Condominiums for Sale for further discussion) estimates.**

d. *Reportable Segments* - We operate in one reportable segment, commercial real estate.

e. *Concentrations of Credit Risk* - Our financial instruments that are exposed to concentrations of credit risk consist primarily of cash and cash equivalents. We hold substantially all of our cash and cash equivalents in banks. Such cash balances at times exceed federally insured limits.

f. *Real Estate* - Real estate assets are stated at historical cost, less accumulated depreciation and amortization. All costs related to the improvement or replacement of real estate properties are capitalized. Additions, renovations and improvements that enhance and/or extend the useful life of a property are also capitalized. Expenditures for ordinary maintenance, repairs and improvements that do not materially prolong the useful life of an asset are charged to operations as incurred. Depreciation and amortization are determined using the straight-line method over the estimated useful lives as described in the table below:

Category	Terms
Buildings and improvements	10 - 39 years
Tenant improvements	Shorter of remaining term of the lease or useful life
Furniture and fixtures	5 - 8 years

g. *Residential Condominium Units for Sale* - We capitalize certain costs related to the development and redevelopment of real estate including initial project acquisition costs, pre-construction costs and construction costs for each specific property. Additionally, we capitalize operating costs, interest, real estate taxes, insurance and compensation and related costs of personnel directly involved with the specific project related to real estate that is under development. Capitalization of these costs begin when the activities and related expenditures commence, and cease as the condominium units receives its temporary certificates of occupancy ("TCOs").

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77 Greenwich is a condominium development project which includes residential condominium units that are ready for sale. Residential condominium units for sale as of September 30, 2023 and December 31, 2022 includes 77 Greenwich, and in all cases, excludes costs of development for the residential condominium units at 77 Greenwich that were sold. The residential condominium units for sale are stated at the lower of cost or net realizable value. Management considers relevant cash flows relating to budgeted project costs and

estimated costs to complete, estimated sales velocity, expected proceeds from the sales of completed condominium units, including any potential declines in market values, and other available information in assessing whether the 77 Greenwich development project is impaired. Residential condominium units are evaluated for impairment based on the contracted and projected sales prices compared to the total estimated cost to construct. Any calculated impairments are recorded immediately in cost of sales. No provision for impairment was recorded for our unsold residential condominium units during the three or nine months ended September 30, 2023 or 2022, respectively.

h. *Valuation of Long-Lived Assets* - We periodically review long-lived assets for impairment whenever changes in circumstances indicate that the carrying amount of the assets may not be fully recoverable. We consider relevant cash flow, management's strategic plans and significant decreases, if any, in the market value of the asset and other available information in assessing whether the carrying value of the assets can be recovered. When such events occur, we compare the carrying amount of the asset to the undiscounted expected future cash flows, excluding interest charges, from the use and eventual disposition of the asset. If this comparison indicates an impairment, the carrying amount would then be compared to the estimated fair value of the long-lived asset. An impairment loss would be measured as the amount by which the carrying value of the long-lived asset exceeds its estimated fair value. We considered all the aforementioned indicators of impairment for our real estate for the three and nine months ended September 30, 2023 and 2022, respectively, and no provision for impairment was recorded during the three and nine months ended September 30, 2023 or 2022, respectively.

i.f. *Fair Value Measurements* - We determine fair value in accordance with Accounting Standards Codification ("ASC") 820, 820, "Fair Value Measurement," for financial assets and liabilities. This standard defines fair value, provides guidance for measuring fair value and requires certain disclosures.

Fair value is defined as the price that would be received to sell an asset or transfer a liability in an orderly transaction between market participants at the measurement date. Where available, fair value is based on observable market prices or parameters or derived from such prices or parameters. Where observable prices or inputs are not available, valuation models are applied. These valuation techniques involve some level of management estimation and judgment, the degree of which is dependent on the price transparency for the instruments or market and the instruments' complexity. Assets and liabilities disclosed at fair value are categorized based upon the level of judgment associated with the inputs used to measure their fair value. Hierarchical levels, which are defined by ASC 820-10-35, ASC-820-10-35, are directly related to the amount of subjectivity associated with the inputs to the fair valuation of these assets and liabilities. Determining which category an asset or liability falls within the hierarchy requires significant judgment and we evaluate our hierarchy disclosures each quarter.

Level 1 - Valuations based on quoted prices for identical assets and liabilities in active markets.

Level 2 - Valuations based on observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets and liabilities in markets that are not active, or other inputs that are observable or can be corroborated by observable market data.

Level 3 - Valuations based on unobservable inputs reflecting management's own assumptions, consistent with reasonably available assumptions made by other market participants. These valuations require significant judgment.

j. g. *Cash and Cash Equivalents* - Cash and cash equivalents include securities with original maturities of three months or less when purchased.

k.h. *Restricted Cash* - Restricted cash represents amounts required to be restricted under our loan agreements, letter of credit (see Note 6 - Loans Payable and Secured Line of Credit for further information), deposits on residential condominium sales at 77 Greenwich, condominium sales proceeds that have not yet been transferred to the lender and tenant related security deposits. stock purchase agreement.

i. Revenue Recognition - Leases with tenants are accounted for as operating leases. Minimum rents are recognized on a straight-line basis over the term of the respective lease, beginning when the tenant takes possession of the space. The excess of rents recognized over amounts contractually due pursuant to the underlying leases are included in deferred rents receivable. In addition, retail leases typically provide for the reimbursement of real estate taxes, insurance and other property operating expenses. As lessor, when reporting revenue, we have elected to combine the lease and non-lease components of our operating lease agreements and account for the components as a single lease component in accordance with ASC Topic 842. Lease revenues and reimbursement of real estate taxes, insurance and other property operating expenses are presented in the consolidated statements of operations and comprehensive loss as "rental revenues." Also, these reimbursements of expenses are presented in the consolidated statements of operations and comprehensive loss as "rental revenues." These fees are recognized within revenue in the period the expenses are incurred. We assess the collectability of our accounts receivable related to tenant revenues. We applied the guidance under ASC 842 earnings over time in assessing our lease payments: if collection of rents under specific operating leases is not probable, then we recognize the lesser of that lease's rental income on a straight-line basis or cash received, plus variable rents as earned. Once this assessment is completed, we apply a general reserve, as provided under ASC 450-20, if applicable. accordance with ASC-606.

Revenues on sale of residential condominiums reflects the gross sales price from sales of residential condominium units which are recognized at the time of the closing of a sale, when title to and possession of the units are transferred to the buyer. Our performance obligation, to deliver the agreed-upon condominium, is generally satisfied in less than one year from the original contract date. Cash proceeds from unit closings held in escrow for our benefit are included in restricted cash in the consolidated balance sheets. Customer cash deposits on residential condominiums that are in contract are recorded as restricted cash and the related liability is recorded in accounts payable and accrued expenses in our consolidated balance sheets. Our cost of sales consists of allocated expenses related to the initial acquisition, demolition, construction and development of the condominium complex, including associated building costs, development fees, as well as salaries, benefits, bonuses and share-based compensation expense, including other directly associated overhead costs, in addition to qualifying interest and financing costs. See also Note 2g. Residential Condominium Units for Sale.

m. Stock-Based Compensation - We have granted stock-based compensation, which is described below in Note 12.13 – Stock-Based Compensation. Stock-based compensation cost is measured at the grant date, based on the fair value of the award on that date, and is expensed at the grant date (for the portion that vests immediately) or ratably over the related vesting periods. Shares that are forfeited are added back into the pool of shares available under the Stock Incentive Plan, (see Note 12 – Stock-Based Compensation), and any recorded expense related to forfeited shares are reversed in the year of forfeiture.

n. Income Taxes - We account for income taxes under the asset and liability method as required by the provisions of ASC 740, ASC-740, "Income Taxes." Under this method, deferred tax assets and liabilities are determined based on differences between financial reporting and tax bases of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. We provide a valuation allowance for deferred tax assets for which we do not consider realization of such assets to be more likely than not.

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ASC-740-10-65 addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Under ASC 740-10-65, ASC-740-10-65, we may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position should be measured based on the largest benefit that has a greater than fifty percent likelihood of being realized upon ultimate settlement. ASC 740-10-65 ASC-740-10-65 also provides guidance on de-recognition, classification, interest and penalties on income taxes, accounting in interim periods and increased other disclosures. As of both September 30, 2023 March 31, 2024 and December 31, 2022 December 31, 2023, we had determined that no liabilities are required in connection with unrecognized tax positions. As of September 30, 2023 March 31, 2024, our tax returns for the years ended December 31, 2019 through December 31, 2022 December 31, 2023 are subject to review by the Internal Revenue Service. Our state returns are open to examination for the years December 31, 2018 through December 31, 2022 December 31, 2023, depending on the jurisdiction.

We are subject to certain federal, state and local income and franchise taxes.

o.l. Earnings (loss) Per Share - We present both basic and diluted earnings (loss) per share. Basic earnings (loss) per share is computed by dividing net income (loss) attributable to common stockholders by the weighted average

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number of shares of common stock outstanding for the period. Diluted earnings (loss) per share reflects the potential dilution that could occur if securities or other contracts to issue common stock were exercised or converted into common stock, where such exercise or conversion would result in a lower per share amount. 6,429,000 warrants exercisable at \$4.31 per share There were excluded from the computation of diluted earnings (loss) per share because the awards would have been antidilutive for the three and nine months ended September 30, 2023 and 2022. Shares no shares issuable at September 30, 2023 comprising 52,015 restricted stock units March 31, 2024 that have had vested but not yet settled that were excluded from the computation of diluted loss per share because the awards would have been antidilutive for the three and nine months ended September 30, 2023 March 31, 2024. Shares issuable at September 30, 2022 March 31, 2023 comprising 228,060 104,030 restricted stock units that had vested but not yet settled were excluded from the computation of diluted loss per share because the awards would have been antidilutive for the three and nine months ended September 30, 2022 March 31, 2023.

p. Deferred Finance Costs – Capitalized and deferred finance costs represent commitment fees, legal, title and other third party costs associated with obtaining commitments for mortgage financings which result in a closing of such financing. These costs are being offset against loans payable in the consolidated balance sheets for mortgage financings and had an unamortized balance of \$170,000 and \$2.1 million at September 30, 2023 and December 31, 2022, respectively. Costs for our corporate credit facility are being offset against corporate credit facility, net, in the consolidated balance sheets and had an unamortized balance of \$581,000 and \$1.3 million at September 30, 2023 and December 31, 2022, respectively. Unamortized deferred finance costs are expensed when the associated debt is refinanced with a new lender or repaid before maturity. Costs incurred in seeking financing transactions which do not close are expensed in the period in which it is determined that the financing will not close.

q. Deferred Lease Costs – Deferred lease costs consist of fees and incremental costs incurred to initiate and renew retail operating leases and are amortized to depreciation and amortization on a straight-line basis over the related non-cancelable lease term. Lease costs incurred under our residential leases are expensed as incurred.

Any references to square footage, property count or occupancy percentages, and any amounts derived from these values in these notes to the condensed consolidated financial statements, are outside the scope of our independent registered public accounting firm's review.

Note 3 – Investments in Unconsolidated Joint Ventures

Prior to February 2023, we owned a 10% interest in the 250 North 10th JV formed to acquire and operate 250 North 10th, a 234-unit apartment building in Williamsburg, Brooklyn, New York. On January 15, 2020, the 250 North 10th JV closed on the acquisition of the property for a purchase price of \$137.75 million, of which \$82.75 million was financed through a 15-year mortgage loan (the "250 North 10th Note") secured by 250 North 10th and the balance was paid in cash. The non-recourse 250 North 10th Note bore interest at 3.39% for the duration of the loan term and had covenants, defaults and a non-recourse carve out guaranty executed by us. We earned an acquisition fee at closing and were entitled to ongoing asset management fees and a promote upon the achievement of certain performance hurdles. We sold our interest in this joint venture to our joint venture partner in February 2023 resulting in net proceeds of approximately \$1.2 million after repayment of our Partner Loan and release from the mortgage guaranty, and we realized a net gain on the sale of approximately \$3.1 million.

Under the Recapitalization Transactions which closed on February 14, 2024, the real estate assets, encompassing 77 Greenwich, 237 11th and Paramus, and related liabilities as well as the Corporate Credit Facility became part of TPHGreenwich. In addition, the maturity date of each of the 77G Mortgage Loan and the 77G Mezzanine Loan for 77 Greenwich was extended to October 23, 2025 with an option to extend for an additional year, and the maturity date of the Corporate Credit Facility was extended to June 30, 2026.

The following table provides a summary of the loans held by TPHGreenwich as of March 31, 2024 (in thousands):

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Loan Name	Encumbered Asset	Initial Maturity Date	Effective Rate at March 31, 2024	Balance at March 31, 2024
Corporate Credit Facility	N/A	July 2026	10.33 %	\$ 53,767
77G Mortgage Loan	77 Greenwich	October 2025	12.83 %	\$ 101,113
77G Mezzanine Loan	77 Greenwich	October 2025	14.00 %	\$ 60,762
237 11th	237 11th	July 2024	5.46 %	\$ 60,000
Secured Line of Credit	Paramus, NJ	October 2024	2.50 %	\$ 11,725

The following table summarizes TPHGreenwich's hedging instruments, all of which hedge variable rate debt, as of March 31, 2024 (in thousands):

	Fair Value Asset as of March 31, 2024		Interest Rate		
			Notional	All-In	Cap
		Amount	Rate	Expiration Date	
Interest Rate Caps:					
77G Mortgage Loan	\$ 19	\$ 97,000	5.50 %	2/15/2025	
237 11th Loans	452	\$ 60,000	2.50 %	7/9/2024	
Included in prepaid expenses and other assets, net	<u><u>\$ 471</u></u>				

As we did not control the 250 North 10th JV, and do not control TPHGreenwich, we accounted for the joint venture under the equity method of accounting. The balance sheet for the unconsolidated joint venture at March 31, 2024 is as follows (in thousands):

	March 31, 2024
ASSETS	
Real estate, net	\$ 91,237
Residential condominium units for sale	175,142
Cash and cash equivalents	875
Restricted cash	14,485
Tenant and other receivables, net	694
Prepaid expenses and other assets, net	1,460
Intangible assets, net	6,767
Total assets	<u><u>\$ 290,660</u></u>

LIABILITIES	
Loans Payable, net	\$ 221,875
Corporate credit facility, net	53,767
Secured line of credit	11,725
Accounts payable and accrued expenses	4,127
Total liabilities	<u>291,494</u>
MEMBERS' EQUITY	
Members' equity	6,276
Accumulated deficit	(7,110)
Total members' deficit	<u>(834)</u>
Total liabilities and members' deficit	<u>\$ 290,660</u>
Our losses in excess of investment in unconsolidated joint venture	\$ <u>(792)</u>

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The statements of operations for the unconsolidated joint ventures reflect the operations of 250 N 10th from January 1, 2023 through the date of sale in February 2023 and TPHGreenwich from February 14, 2024 through March 31, 2024 are as follows (in thousands):

	For the Three Months Ended	For the Three Months Ended
	March 31,	March 31,
	2024	2023
Revenues		
Rental revenues	\$ 832	\$ 1,788
Total revenues	832	1,788
Operating Expenses		
Property operating expenses	637	563
Real estate taxes	373	10
General and administrative	209	—
Amortization	347	299
Depreciation	212	437
Total operating expenses	<u>1,778</u>	<u>1,309</u>
Operating (loss) income	(946)	479
Interest expense	(4,951)	(483)
Interest expense - amortization of deferred finance costs	(1,220)	(31)
Interest income - change in fair market value of interest rate swap	7	—

Net loss	\$ <u>(7,110)</u>	\$ <u>(35)</u>
Our equity in net loss from unconsolidated joint ventures	\$ <u>(6,754)</u>	\$ <u>(4)</u>

Note 34 – Residential Condominium Units for Sale

Residential condominium units for sale as of **September 30, 2023 and December 31, 2022** includes **December 31, 2023** included 77 Greenwich, and in all cases, **excludes** **excluded** costs of development for the residential condominium units at 77 Greenwich that were sold. Closings on residential condominium units started in September 2021 with **38** **39** closings having occurred through **September 30, 2023** **March 31, 2024**.

Note 45 – Real Estate, Net

As of **September 30, 2023 and December 31, 2022** **December 31, 2023**, real estate, net, includes the following (dollars in thousands):

	September 30, 2023	December 31, 2022	December 31, 2023
Building and building improvements	\$ 51,141	\$ 51,141	\$ 51,141
Tenant improvements	296	221	296
Furniture and fixtures	935	847	943
Land and land improvements	28,847	28,847	28,847
	81,219	81,056	81,227
Less: accumulated depreciation	18,483	16,405	18,903
	\$ 62,736	\$ 64,651	\$ 62,324

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Building and building improvements, tenant improvements, furniture and fixtures, and land and land improvements included the 237 11th property and the Paramus, New Jersey property as of **September 30, 2023 and December 31, 2022** **December 31, 2023**. Depreciation expense amounted to approximately **\$695,000** **\$207,000** and **\$695,000** **\$690,000** for the period **January 1, 2024 through February 14, 2024** and the three months ended **September 30, 2023**

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and 2022, respectively, and approximately \$2.1 million for each of the nine months ended September 30, 2023 and 2022, March 31, 2023, respectively.

In May 2018, we closed on the acquisition of 237 11th, a 105-unit, 12-story multi-family apartment building located at 237 11th Street, Brooklyn, New York for a purchase price of \$81.2 million, excluding transaction costs of approximately \$0.7 million. Due to water damage in apartment units and other property at 237 11th resulting from construction defects, we submitted a notice of claim to our insurance carrier for property damage and business interruption (lost revenue) in September 2018. The insurance carrier subsequently disclaimed coverage for the losses and we filed a complaint against the carrier alleging that it breached the insurance policy by denying coverage. We also filed legal claims against the seller, its parent company, and the general contractor to recover damages arising from the defective construction of the building, including defects that resulted in water damage as well as other defects. In addition, the general contractor impleaded into that litigation several subcontractors who performed work on the property. Management expects to that TPHGreenwich will recover some portion of the cost incurred to repair the property through the litigations and/or settlement negotiations with the seller, its parent company, the general contractor, the subcontractors, and the insurance carrier, although the amount of damages that may be recoverable in litigation and/or potential settlement negotiations are uncertain at this time, as is the timing of receipt of any such payments, which has been impacted by the COVID-19 pandemic, including the resulting backlog in the court system and slowdown in judicial proceedings. We have, from time to time, engaged in mediation with the seller, its parent company, the general contractor, and the third-party defendants impleaded by the general contractor to explore the possibility of settling the case involving those parties, but to date, we have not reached an agreement, and we continue to pursue all legal remedies. We incurred significant cash outflows for costs associated with these repairs and remediation, which commenced in September 2019 and was completed as of December 31, 2021. As a result of September 30, 2023, the property was 97.1% leased. Recapitalization Transactions, this asset is now held by TPHGreenwich.

As of September 30, 2023 and December 31, 2022 December 31, 2023, intangible assets, net, consisted of the real estate tax abatement at its original valuation of \$11.1 million offset by its related accumulated amortization of approximately \$4.0 million and \$3.4 million \$4.1 million at September 30, 2023 and December 31, 2022, respectively. December 31, 2023. Amortization expense amounted to approximately \$91,000 and \$185,000 for each of the period January 1, 2024 through February 14, 2024 and three months ended September 30, 2023 and 2022, respectively, and \$555,000 for each of the nine months ended September 30, 2023 and 2022, March 31, 2023, respectively.

77 Greenwich and the New York City School Construction Authority

We entered into an agreement with the New York City School Construction Authority (the "SCA"), whereby we constructed a school sold to the SCA as part of our condominium development at 77 Greenwich. Pursuant to the agreement, the SCA agreed to pay us \$41.5 million for the purchase of their condominium unit and reimburse us for the costs associated with constructing the school, including a construction supervision fee of approximately \$5.0 million. Payments for construction are being made by the SCA to the general contractor in installments as construction on their condominium unit progresses. Payments to us for the land and construction supervision fee commenced in January 2018 and continued through October 2019 for the land and will continue through completion of the SCA buildout for the construction supervision fee, with an aggregate of \$46.4 million having been paid to us as of September 30, 2023 March 31, 2024 from the SCA, with approximately \$179,000 \$176,000 remaining to be paid. paid to TPHGreenwich. We have also received an aggregate of \$56.0 million \$56.1 million in reimbursable construction costs from the SCA through September 30, 2023 March 31, 2024. In April 2020, the SCA closed on the purchase of the school condominium unit from us, at which point title transferred to the SCA, and the SCA has completed the buildout of the interior space, which is a public elementary school with approximately 476 seats. The school received its final TCO temporary certificate of occupancy ("TCO") and opened to students in September 2022. We have also guaranteed Trinity retained a guarantee of certain obligations with respect to the construction of the school. As a result of the Recapitalization Transactions, this asset is now held by TPHGreenwich.

As of **September 30, 2023** **March 31, 2024** and **December 31, 2022** **December 31, 2023**, prepaid expenses and other assets, net, include the following (dollars in thousands):

	September 30, 2023	December 31, 2022	March 31, 2024	December 31, 2023
Prepaid expenses	\$ 2,233	\$ 2,494	\$ 268	\$ 1,268
Deferred finance costs warrants	2,184	2,184	—	2,184
Other	2,252	1,066	118	1,793
	6,669	5,744	386	5,245
Less: accumulated amortization	2,346	1,970	109	2,471
	\$ 4,323	\$ 3,774	\$ 277	\$ 2,774

Note 67 – Loans Payable and Secured Line of Credit

Corporate Credit Facility

In December 2019, we entered into our Corporate Credit Facility, or CCF, a multiple draw credit agreement aggregating \$70.0 million (the "Corporate Credit Facility," or "CCF"), which may be increased by \$25.0 million subject to satisfaction of certain conditions and the consent of Recapitalization Transactions, the lender (the "CCF Lender"). Draws under the Corporate Credit Facility were allowed during the 32-month period following the closing date of the Corporate Credit Facility (the "Closing Date"). The CCF matures was scheduled to mature on December 19, 2024, subject to extensions until December 19, 2025 and June 19, 2026, respectively, under certain circumstances. The CCF provided for the proceeds of the CCF to be used for investments in certain multi-family apartment buildings in the greater New York City area and certain non-residential real estate investments approved by the CCF Lender in its reasonable discretion, as well as in connection with certain property recapitalizations and in specified amounts for general corporate purposes and working capital.

In connection with the December 2020 transaction noted under "Mezzanine Loan" below, the Company entered into an amendment to the CCF, pursuant to which, among other things, (i) we were permitted to enter into the Mezzanine Loan Agreement (as defined below) and related documents, (ii) the commitment made by the CCF Lender under the CCF was reduced by the \$7.5 million, and (iii) the MOIC amount was amended to combine the CCF and the Mezzanine Loan. In addition, the exercise price of the warrants issued in connection with the CCF was amended from \$6.50 per share to \$4.31 per share (the "Warrant Agreement Amendment") (see Note 11 – Stockholders Equity – Warrants to our consolidated financial statements for further discussion regarding the warrants).

In connection with the closing of the 77 Mortgage Loan and amendment to the Mezzanine Loan described below, we entered into amendments, dated as of October 22, 2021 and November 10, 2021, to our CCF pursuant to which, among other things, the parties agreed that (a) no additional funds will be drawn under the CCF, (b) the minimum liquidity requirement was made consistent with the 77 Mortgage Loan Agreement until May 1, 2023, (c) the Company will repay the outstanding principal balance of the CCF in an amount no less than \$7.0 million on or prior to May 1, 2023 and (d) the multiple on invested capital (the "MOIC") provisions were revised to provide that (i) the MOIC amount due upon final repayment of the CCF was amended to be consistent with the Mezzanine Loan such that if no event of default exists and is continuing under the CCF at any time prior to June 22, 2023, the amount due will be combined with the Mezzanine Loan, to the extent not previously paid, if any, and (ii) the amount of the CCF used to calculate the MOIC was reduced to \$35.75 million. We entered into an amendment in November 2022, which eliminated the minimum liquidity requirement.

In April 2023, the Company amended the CCF to provide that cash interest payments and the \$7.0 million repayment due May 1, 2023 would be deferred until August 31, 2023 (the "Restricted Period"). If the Company has an executed commitment for a financing, sale transaction or other strategic transaction which results in the repayment in full of the obligations under the CCF (a "Strategic Transaction"), the Restricted Period will be extended automatically for 30 days and may be further extended for an additional 30 days upon the approval of the CCF Lender, not to be unreasonably withheld. The CCF Amendment also provides, among other things, that (i) the Company shall either enter into a Strategic Transaction that results in the repayment of the CCF or repay the CCF by \$5.0 million from equity proceeds on or prior to the end of the Restricted Period; (ii) the Company shall provide certain additional periodic financial reporting; and (iii) the

ability of the Company to make certain previously permitted investments and other payments is suspended until the end of the Restricted Period. In June 2023, we further amended the CCF, which amendment provided, among other things, that (i) the CCF would be increased by up to \$5,000,000, with \$3,000,000 to be used for general corporate purposes and certain other items if applicable, and up to \$2,000,000 to be used in connection with the extension of the loans in respect of 237 11th, including the purchase of an interest rate cap, (ii) the interest rate of the CCF was increased by 0.20%, and (iii) certain covenants and other terms of the CCF were revised, including that a refinancing of 237 11th (excluding the extension of the existing loans) and/or the property in Paramus, New Jersey requires the prior written consent of the CCF Lender; the Company was required to meet with the CCF Lender to review the results of the Company's strategic process, endeavor in good faith to establish mutually acceptable next steps, and provide copies of written term sheets received from participants in the strategic process, including at least one that addresses repayment or purchase of the CCF; and the removal of the ability of the Company to incur certain types of previously permitted debt and make previously permitted investments and other restricted payments. In connection with this amendment, we issued 750,000 shares of common stock to the CCF Lender and the number of warrants held by the CCF Lender was reduced by the same amount.

In August 2023, Recapitalization Transactions, the Company entered into a forbearance agreement Borrower Assignment and Assumption Agreement (the "CCF Forbearance" Borrower Assignment and Assumption Agreement"), pursuant to which the CCF Lender agreed to forbear from exercising Company assigned all of its rights, interests, duties, obligations and remedies during the Forbearance Period (defined below) with respect liabilities in, to (i) any failure by the Company, as borrower, to make payments and under the CCF, and each other document and instrument related to the CCF, to TPHGreenwich. As of February 14, 2024, the CCF had an outstanding balance of \$52.8 million, including without limitation, approximately \$11.3 million of accrued interest and excluding unamortized deferred finance fees of approximately \$170,000.

In addition, in connection with the amortization payment in the amount Recapitalization Transactions, TPHGreenwich entered into an amended and restated credit agreement, among TPHGreenwich, as borrower, certain subsidiaries of \$7,000,000 on or prior to August 31, 2023 and any cash interest payments and (ii) any failure by TPHGreenwich party thereto, as guarantors, the Company Investor, as borrower, lender and Mount Street US (Georgia) LLP ("Mount Street"), as administrative agent (the "Amended CCF"), pursuant to consummate a Strategic Transaction on or prior to August 31, 2023 (the "CCF Forbearance Defaults").

Under which the CCF Forbearance Agreement, the period of forbearance (the "Forbearance Period") ends on the earliest of was amended and restated in its entirety in order to, among other things, (i) the consummation of a Strategic Transaction, (ii) an event of default other than the CCF Forbearance Defaults, (iii) the failure release certain subsidiaries of the Company to have entered into term sheets with respect to a Strategic Transaction by August 31, 2023 or to have consummated a Strategic Transaction by December 31, 2023, (iv) a representation made by the Company in that were guarantors under the CCF Forbearance Agreement shall fail from their guarantee obligations thereunder, (ii) extend the maturity date to be correct in all material respects, (v) the filing June 30, 2026, and (iii) cause TPHGreenwich to incur an advance of a complaint by the Mortgage Lender to foreclose a Mortgage, as defined in the Mortgage Loan Agreement, or a comparable exercise of remedy thereunder, or (vi) the Potential Strategic Party states in writing that it is no longer pursuing a transaction with the Company and is not replaced by a third party pursuing a substantially similar transaction within thirty days.

\$272,609. The Amended CCF bears interest at a rate per annum equal to the sum of (i) 5.25% and an all PIK interest rate equal to 10.325% per annum, or (ii) at TPHGreenwich's election, a scheduled cash pay interest rate of 4% (the "Cash Pay Interest Rate") which increases by 0.125% every six-month period from the Closing Date, subject to increase during the extension periods. The effective 4.875% per annum and a PIK interest rate at September 30, 2023 of 5.45% per annum. In connection with the Borrower Assignment and December 31, 2022 was 10.325% and 10.0%, respectively. A \$2.45 million commitment fee was payable 50% on Assumption Agreement, the initial draw and 50% as amounts under Company also entered into a holdco pledge agreement, pursuant to which the CCF are drawn, with any remaining balance due on the last date Company agreed to pledge all of the draw period, and a 1.0% exit fee is payable in respect of CCF repayments. As of September 30, 2023, we had paid \$1.85 million of the commitment fee. With the reduction in the committed amount under the CCF, no further commitment fee is due. The CCF may be prepaid at any time subject to a prepayment premium on the portion of the CCF being repaid. The CCF is subject to certain mandatory prepayment provisions, including that, subject to the terms of the mortgage loan documents applicable to the Company's 77 Greenwich property, 90% or 100% of the net cash proceeds of residential condominium sales, depending on the circumstances, and 70% of the net cash proceeds of retail condominium sales at the Company's 77 Greenwich property shall be used to repay the CCF. Upon final repayment of the CCF, the MOIC amount equal to 30% of the initial CCF amount plus drawn incremental amounts less the sum of all interest payments, commitment fee and exit fee payments and prepayment premiums, if any, shall be due, if such amounts are less than the MOIC amount. The collateral for the CCF consists of (i) 100% of the equity its membership interests in our direct subsidiaries, TPHGreenwich to the extent such a pledge is permitted by the organizational documents of such subsidiary and any financing agreements to which such subsidiary is a party, (ii) our cash and cash equivalents, excluding restricted cash and cash applied toward certain

liquidity requirements under existing financing arrangements, and (iii) other non-real estate assets of ours, including intellectual property. The Company determined that the CCF amendment will be treated as a modification with no gain or loss recognized during the three and nine month period ended September 30, 2023 as the carrying amount of the loan was not greater than the respective undiscounted cash flows of the modified loan.

The CCF provides that we and our subsidiaries must comply with various affirmative and negative covenants including restrictions on debt, liens, business activities, equity repurchases, distributions and dividends, disposition of assets and transactions with affiliates, as well as financial covenants regarding corporate loan to value and net worth. The CCF also provides for certain events of default, including cross-defaults to our other loans, and for a guaranty of the CCF obligations by our loan party subsidiaries.

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Pursuant to the terms of the CCF, so long as the CCF is outstanding and the CCF Lender is owed or holds greater than 50% of the sum of (x) the aggregate principal amount of the balance outstanding and (y) the aggregate unused commitments, the CCF Lender will have the right to appoint one member to our and each of our subsidiary's board of directors or equivalent governing body (the "Designee"). At the election of the CCF Lender, a board observer may be selected in lieu of a board member. The Designee may also sit on up to three committees of the board of directors or equivalent governing body of ours and each subsidiary of the Designee's choosing from time to time. The Designee will be entitled to receive customary reimbursement of expenses incurred in connection with his or her service as a member of the board and/or any committee thereof but will not, except in the case of an independent director, receive compensation for such service. The April 2023 amendment to the CCF also provided the CCF Lender with the right to appoint an independent director to the Company's Board of Directors (the "Independent Director Designee"), in addition to its existing right to appoint the Designee so long as the advances remain outstanding and the CCF Lender is owed or holds greater than 50% of the sum of the aggregate principal amount of advances outstanding and the aggregate unused commitments. At the election of the CCF Lender, a Board observer may be selected in lieu of the Independent Director Designee. The Independent Director Designee, who was appointed in May 2023, may sit on up to three Board committees and will be automatically included on any Board committee relating to a Strategic Transaction.

As of September 30, 2023, the CCF was fully drawn and had an outstanding balance of \$40.75 million and \$35.75 million at September 30, 2023 and December 31, 2022, respectively, excluding deferred finance fees of \$581,000 and \$1.3 million, respectively. Accrued interest, which is included in accounts payable and accrued expenses, totaled approximately \$9.1 million at September 30, 2023 and \$6.1 million at December 31, 2022, of which approximately \$419,000 was paid during the first week of January 2023. Mount Street.

Loans Payable

77 77G Mortgage Loan

In October 2021, a wholly-owned TPHGreenwich Owner LLC, the subsidiary of ours that owns 77 Greenwich (the "Mortgage" "77G Mortgage Borrower") entered into a loan agreement with Macquarie PF Inc., a part of Macquarie Capital, the advisory, capital markets and principal investment arm of Macquarie Group, as lender and administrative agent (the "77 77G Mortgage Lender"), pursuant to which 77 77G Mortgage Lender agreed to extend credit to Mortgage Borrower in the amount of up to \$166.7 million (the "77 Mortgage Loan"), subject to the satisfaction of certain conditions (the "77 77G Mortgage Loan Agreement"). We borrowed \$133.1 million on

In connection with the closing date of Recapitalization Transactions, the 77 77G Mortgage Borrower entered into a third amendment to the 77G Mortgage Loan Agreement with MPF Greenwich Lender LLC (as successor-in-interest to Macquarie PF Inc.), as lender, and a portion of the proceeds of the 77 Mortgage Loan, together certain entities affiliated with the proceeds of an increase in the Mezzanine Loan, the Berkley Partner Loan and funds raised through the Private Placement were used to repay the 77 Greenwich construction facility that the Company entered into in December 2017. At the time of the closing of the 77 Mortgage Loan in October 2021, \$33.6 million was available to be used to, Investor, as supplemental guarantors (the "77G MLA Amendment"), which, among other things, complete construction of 77 Greenwich and fund carry costs while provides that (i) the residential condominium units are being sold.

The 77 Mortgage Loan had a two-year term and matured on October 1, 2023. The 77 Mortgage Loan is secured by the Mortgage Borrower's fee interest in 77 Greenwich. In May 2023, the original building loan benchmark was converted from LIBOR to SOFR. The 77 Mortgage Loan bears interest at a rate per annum equal to the greater of (i) 7.00% in excess of SOFR and (ii) 7.25%; provided that, if, on April 22, 2023, the outstanding principal balance of the 77 Mortgage Loan, together with any accrued and unpaid PIK Interest and unpaid Additional Unused Fee (as those terms are defined below) is equal to or greater than \$91.0 million, the rate per annum will be equal reduced to the greater of (i) 9.00% in excess of SOFR and \$125,347,878, (ii) 9.25%. The all-in interest rate was 12.08% at September 30, 2023. If cash flow from 77 Greenwich (including proceeds from the sales of residential condominium units) is insufficient to pay interest payments when due, any accrued but unpaid interest will remain unpaid and interest will continue to accrue on such unpaid amounts ("PIK Interest") until the cumulative PIK Interest and Additional Unused Fee accrues to \$4.5 million (the "Threshold Amount"), after which all such amounts in excess of the Threshold Amount shall be paid in cash on a monthly basis until such amounts are less than the Threshold Amount. As advances of the 77 Mortgage Loan are made to Mortgage Borrower and the outstanding principal balance of the 77 Mortgage Loan increases, net proceeds from the sales of condominium units will be paid to 77 Mortgage Lender to reduce the outstanding balance of the 77 Mortgage Loan. A 1% per annum fee (the "Additional Unused Fee") on a \$3.0 million portion (the "Additional Amount") of the 77 Mortgage Loan, is payable on a monthly basis on the undrawn portion of such Additional Amount. To the extent the 77 Mortgage Loan was not fully funded by October 22, 2022 (April 22, 2023 in the case of amounts with respect to construction work related to the new handicapped accessible subway entrance on Trinity Place), 77 Mortgage Lender had the discretion to force fund the remaining balance other than the Additional Amount into a reserve account held by 77 Mortgage Lender and disbursed in accordance with the terms of the 77 Mortgage **an additional project**

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Loan Agreement. The 77 Mortgage Lender elected to force fund the 77 Mortgage Loan in October 2022. The 77 Mortgage Loan is prepayable without penalty, subject to 77 Mortgage Lender receiving a minimum total return of \$15.26 million, or if an advance has been loan will be made of the Additional Amount, the sum of \$15.26 million, plus 10% of the Additional Amount that has been disbursed, in each case, inclusive of interest and fees, and must be prepaid in part in certain circumstances such as in the event amount of \$2,850,000, (iii) the sale completion date will be extended to December 31, 2024, (iv) the maturity date will be extended to October 23, 2025 with an option to extend for one year and (v) TPHGreenwich Mezz LLC, the direct parent entity of residential and retail condominium units. 77G Mortgage Borrower, was required to achieve completion of the construction work and the improvements for the project on or before July 1, 2022, subject to certain exceptions. The 77 Mortgage Loan Agreement also includes additional customary affirmative and negative covenants for loans of this type. In November 2022, we amended the 77 Mortgage Loan to, amongst other things, extend the Final Completion date to September 29, 2023 and eliminate the liquidity requirement. The Company is in active discussions with the 77 Mortgage Lender to amend the 77 Mortgage Loan, inclusive of an extension of the Final Completion date. At that time, we drew down \$3.0 million under the letter of credit to fund an interest reserve and \$1.0 million to pay down the PIK balance. The Company determined that the 77 Mortgage Loan was considered a troubled debt restructuring due to a decrease in the post restructuring effective interest rate. The Company determined that the 77 Mortgage Loan will be treated as a modification with no gain or loss recognized during the nine month period ended September 30, 2023 as the carrying amount of the loan was not greater than the respective undiscounted cash flows of the modified loan.

In September 2023, the Company and the Mortgage Borrower entered enter into a forbearance new pledge agreement effective as of September 1, 2023 (the "Mortgage Loan Forbearance Agreement"), for the purpose of providing additional time for the Company to pursue a potential strategic transaction, pursuant to which it will pledge 100% of its membership interests in 77G Mortgage Borrower. The 77G MLA Amendment further provides that the Mortgage Lender agreed to forbear from exercising its rights existing Completion Guaranty and remedies during Interest and Carry Guaranty by the Forbearance Period, Company, as defined below, original guarantor, are terminated, and that the existing Recourse Guaranty and Environmental Indemnification Agreement by the Company, as original guarantor, are only in full force and effect with respect to any failure by matters arising prior to the Mortgage Borrower to (i) make payments under the Mortgage Loan Agreement, including, without limitation, interest payments due on September 1, 2023 and principal and interest payments due at maturity and (ii) achieve any Milestone Construction Hurdles or to satisfy the Quarterly Sales Hurdle (each as defined in the Mortgage Loan Agreement) or make the related prepayment as and when required (the "MLA Forbearance Defaults"), for a period ending on the earlier of November 15, 2023 or the occurrence of other events specified therein. A condition to continued forbearance in this agreement was not met, but the Company is in active discussions with its 77 Mortgage Lender with respect to additional forbearance and a restructuring and extension execution of the 77 Mortgage

Loan, in connection with a potential strategic transaction. There is no certainty that terms will be agreed upon or, if agreed, the timing of such restructuring, if any. The 77 Mortgage Lender continues to fund the project in accordance with the 77 Mortgage Agreement.

In connection with the 77 Mortgage Loan Agreement, we entered into guarantees with the 77 Mortgage Lender pursuant to which we guaranteed the completion and payment of costs and expenses related to the construction; the payment of accrued and unpaid interest and other fees, costs, expenses and payments due and payable with respect to the 77 Mortgage Loan or 77 Greenwich; and the payment when due of all amounts due to 77 Mortgage Lender, as a result of "bad-boy" provisions. Mortgage Borrower and the Company also entered into an environmental compliance and indemnification undertaking for the benefit of 77 Mortgage Lender. 77G MLA Amendment.

As of February 28, 2023, we had received TCOs for 100% of the residential condominium units, lobby, Cloud Club (lounge, terrace, game room, dining room, kitchen and kids play room), mechanical rooms, and portions of the cellar (including the bike and storage rooms.) Our offering plan was declared effective in March 2021.

As of September 30, 2023 February 14, 2024, the 77G Mortgage Loan had a balance of \$100.5 million \$98.0 million, which includes \$6.7 million included \$11.9 million in PIK interest. Through September 30, 2023 February 14, 2024, the 77G Mortgage loan Loan was paid down by approximately \$69.9 million \$71.1 million through closed sales of residential condominium units. In connection with the Recapitalization Transactions, this loan was assigned to TPHGreenwich.

77G Mezzanine Loan

In December 2020, we TPHGreenwich Subordinate Mezz LLC, a subsidiary of the Company (the "77G Mezz Borrower") entered into a mezzanine loan agreement with an affiliate of the CCF Lender (the "Mezzanine 77G Mezzanine Loan Agreement", and the loan thereunder, the "Mezzanine Loan"). The Mezzanine Loan was originally for the amount of \$7.5 million and has a term of three years with two one-year extension options, exercisable under certain circumstances. The collateral for the Mezzanine Loan was the borrower's equity interest in its direct, wholly-owned subsidiary, which owns 100% of the equity interests in the borrower under the 77 Mortgage Loan. As of September 30, 2023, the annual blended interest rate for the 77 Mortgage Loan and the Mezzanine Loan was 12.08%. Interest on the Mezzanine Loan is not payable on a monthly basis but instead is automatically added to the unpaid principal amount on a monthly basis (and therefore accrues interest) and is payable in full on the maturity date of the Mezzanine Loan. Upon final repayment of the Mezzanine Loan, a MOIC will be due on substantially the same terms as provided for in the CCF. The Mezzanine Loan

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may not be prepaid prior to prepayment in full of the 77 Mortgage Loan, but if the 77 Mortgage Loan is being prepaid in full, the Mezzanine Loan may be prepaid simultaneously therewith. Subject to the prior sentence the Mezzanine Loan may be prepaid in whole or in part, without penalty or premium (other than payment of the MOIC amount, if applicable, as provided above), upon prior written notice to the lender under the Mezzanine Loan. In connection with the Mezzanine Loan, Recapitalization Transactions, the Company 77G Mezz Borrower entered into a completion guaranty, carry guaranty, equity funding guaranty, recourse guaranty and environmental indemnification undertaking substantially consistent with the Company's existing guarantees made second amendment to the 77G Mezzanine Loan Agreement, which provides for, among other things, the (i) termination of the pledge by TPHGreenwich Mezz LLC of 100% of its membership interests in the 77G Mortgage Lender Borrower, (ii) extension of the completion date to December 31, 2024, (iii) the extension of the maturity date to October 23, 2025 with an additional option to extend for 1 year, (iv) the increase of the principal amount of the 77G Mezzanine Loan to approximately \$60.8 million, inclusive of accrued interest as of that date, and (v) termination of the Completion Guaranty, Carry Guaranty and Equity Funding Guaranty by the Company, as original guarantor; and that the Recourse Guaranty and Environmental Indemnification Agreement by the Company, as original guarantor, are only in full force and effect with respect to matters arising prior to the execution of the second amendment. In connection with the 77 Greenwich Mortgage Loan.

In October 2021, the Mezzanine Loan Agreement Recapitalization Transactions, this loan was amended and restated assigned to among other things, (i) increase the amount of the loan thereunder by approximately \$22.77 million, of which \$0.77 million reflects interest previously

accrued under the original Mezzanine Loan, (ii) reflected the pledge of the equity interests in the Mortgage Borrower to the Mezzanine Lender as additional collateral for the Mezzanine Loan and (iii) conform certain of the covenants to those included in the 77 Mortgage Loan Agreement, as applicable. Additionally, the existing completion guaranty, carry guaranty, recourse guaranty and environmental indemnification executed in connection with the original Mezzanine Loan Agreement were amended to conform to the mortgage guarantees and mortgage environmental indemnity made in connection with the 77 Mortgage Loan (and the existing equity funding guaranty was terminated). In November 2022, we amended the Mezzanine Loan Agreement to, amongst other things, extend the Final Completion date to September 29, 2023 and eliminate the liquidity requirement. The Company is in active discussions with the 77 Mortgage Lender to amend the 77 Mortgage Loan, inclusive of an extension of the Final Completion date.

In August 2023, the Company and its subsidiary borrower (the "Mezzanine Borrower") entered into a forbearance agreement (the "Mezzanine Loan Forbearance Agreement"), pursuant to which the Mezzanine Lender agreed to forbear from exercising its rights and remedies during the Forbearance Period, as defined below, with respect to (i) the failure by the Mortgage Borrower, or the Mezzanine Borrower, to make payments under the Mortgage Loan Agreement or the Mezzanine Loan Agreement, respectively, including regular monthly interest payments and principal and interest due at maturity, and (ii) the failure by the Mortgage Borrower or the Mezzanine Borrower to achieve any Milestone Construction Hurdles, or satisfy the Quarterly Sales Hurdle, as such terms are defined in the Mortgage Loan Agreement and Mezzanine Loan Agreement, respectively, or make the related prepayment as and when required (the "Mezzanine Forbearance Defaults").

The Mezzanine Loan Forbearance Agreement provides that the period of forbearance (the "Forbearance Period") ends on the earliest of (i) the consummation of a Strategic Transaction, (ii) an event of default other than the Mezzanine Forbearance Defaults, (iii) the failure of the Company to have entered into term sheets with respect to a Strategic Transaction by August 31, 2023 or to have consummated a Strategic Transaction by December 31, 2023, (iv) a representation made by the Company in the Mezzanine Forbearance Agreement shall fail to be correct in all material respects, (v) the filing of a complaint by the Mortgage Lender to foreclose a Mortgage, as defined in the Mortgage Loan Agreement, or a comparable exercise of remedy thereunder, or (vi) the Potential Strategic Party states in writing that it is no longer pursuing a transaction with the Company and is not replaced by a third party pursuing a substantially similar transaction within thirty days.

As of September 30, 2023, the Mezzanine Loan had a balance of \$30.3 million and accrued interest totaled approximately \$9.8 million. TPHGreenwich.

237 11th Loans

In June 2021, we 470 4th Avenue Fee Owner, LLC, a subsidiary of the Company (the "237 11th Senior Loan Borrower"), entered into a \$50.0 million senior loan (the "237 11th Senior Loan") provided by Natixis, and 470 4th Avenue Owner, LLC, a subsidiary of the Company (the "237 11th Mezz Borrower", and together with the 237 11th Senior Loan Borrower, the "237 11th Borrowers"), entered into a \$10 million mezzanine loan (the "237 11th Mezz Loan" and together with the 237 11th Senior Loan, the "237 11th Loans"), provided by an affiliate of LibreMax Capital, LLC, (together the "237 11th Lenders"), bearing interest at a blended rate of 3.05% per annum at that time. Both loans had a two-year initial term subject to 1-year extension rights. The Company exercised its right to extend both loans by one year.

In June 2021, we also entered into an interest rate cap agreement as required under the 237 11th Loans. The interest rate cap agreement provided the right to receive cash if the reference interest rate rose above a contractual rate. We paid a premium of approximately \$32,500 for the 2.5% interest rate cap on the 30-day LIBOR rate on a notional amount of \$60.0 million. The interest rate cap matured in July 2023 and a new 2.5% interest rate cap was purchased for \$1.76 million in connection with the exercise by the Company of a one year extension. We did not designate this interest rate cap as a hedge and are recognizing the change in estimated fair value in interest expense.

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In December 2022, we amended the 237 11th Loans to allow for Recapitalization Transactions. (i) the 237 11th Senior Loan lender Borrower entered into a fourth amendment to fund the undrawn operating expense shortfall holdback and force fund the undrawn portion of the leasing related costs and the loan benchmark was converted from LIBOR to SOFR. The Company determined that the 237 11th Mezz Loan is considered a troubled debt restructuring due to a decrease in the post restructuring effective interest rate. The Company determined that the

237 11th Loans were treated as modifications Senior Loan with no gain or loss recognized during the nine month period ended September 30, 2023 as the carrying amount of loans was not greater than the respective undiscounted cash flows certain affiliates of the modified loans.

As of September 30, 2023, the blended interest rate was 5.35% per year. The SOFR-based floating rate 237 11th Loans have an initial term of two years Investor as supplemental guarantors and three one-year extension options. The first extension option, which was exercised in July 2023, was not subject to satisfaction of any financial tests, but required a new interest rate cap be purchased by the Company.

The 237 11th Loans require us to comply with various customary affirmative Natixis, New York Branch, as lender and negative covenants agent and provide for certain events of default, the occurrence of which would permit the lender to declare (ii) the 237 11th Loans due and payable, among other remedies. The Company has obtained covenant waivers (Liquidity and Net Worth) from Mezz Borrower entered into a fourth amendment to the 237 11th Lenders. Mezz Loan with certain affiliates of the Investor as supplemental guarantors and Lexington 11th Street, LLC, as lender, which each provide, among other things, that the respective Completion Guaranty by the Company as original guarantor under each 237 11th Loan is terminated, and that the respective Recourse Guaranty by the Company as original guarantor under each 237 11th Loan is only in full force and effect with respect to matters arising prior to the date of the fourth amendment or matters authorized by the Company.

As of September 30, 2023 and December 31, 2022 February 14, 2024, there was an outstanding balance of \$50.0 million on the 237 11th Senior Loan and \$10.0 million on the 237 11th Mezz Loan. In connection with the Recapitalization Transactions, this loan was assigned to TPHGreenwich.

Secured Line of Credit

Our The subsidiary that owns the Paramus Property (the "Paramus Borrower") has an \$11.75 million secured line of credit that is secured by the Paramus, New Jersey property. The On March 18, 2024, the Paramus property had been under contract for sale Borrower entered into an amendment to the Secured Line of Credit, pursuant to a purchase and sale agreement, which was subject to site plan approval. The agreement was terminated by the buyer in January 2023. The secured line of credit was scheduled to mature on May 22, 2023 and bore interest at the prime rate. Effective with an April 2023 amendment, the maturity date was extended to March 22, 2024 and the interest rate was reduced October 15, 2024, with an option to 2.5% during the period from April 2023 further extend to the new maturity date. The secured line of credit is pre-payable at any time without penalty. This secured line of credit had an outstanding balance of \$11.75 million and \$9.75 million at September 30, 2023 and December 31, 2022, respectively, and an effective interest rate of 2.5% and 7.5% as of September 30, 2023 and December 31, 2022, respectively. The Company determined that the secured line of credit was considered a troubled debt restructuring due to a decrease in the post restructuring effective interest rate. The Company determined that the secured line of credit will be treated as a modification with no gain or loss recognized during the nine month period ended September 30, 2023 as the carrying amount April 15, 2025. As part of the loan was not greater than amendment, the respective undiscounted cash flows of Company re-affirmed its guaranty under the modified loan.

Note Payable (250 North 10th Partner Loan)

We owned a 10% interest in a joint venture with TF Cornerstone (the "250 North 10th JV") formed to acquire and operate 250 North 10th, a 234-unit apartment building in Williamsburg, Brooklyn, New York. On January 15, 2020, the 250 North 10th JV closed on the acquisition of the property. Our share of the equity totaling approximately \$5.9 million was funded through a loan (the "Partner Loan") from our joint venture partner. The Partner Loan, which had a balance of \$5.9 million, which was repaid in full when we sold our interest in the joint venture to our joint venture partner in February 2023, bore interest at 7.0% and was prepayable any time within its four year term. See also Note 13 – Investments in Unconsolidated Joint Ventures, Secured Line

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Principal Maturities

Combined aggregate principal maturities of our loans, corporate credit facility and Credit. The Secured Line of Credit is pre-payable at any time without penalty. The secured line of credit had an outstanding balance of \$11.75 million at February 14, 2024 and December 31, 2023, respectively, and an effective interest rate of 2.5% as of September 30, 2023 February 14, 2024 and December 31, 2023, excluding extension options and potential acceleration in respectively.

In connection with the defaults described above, transfer of the loans to TPHGreenwich, the associated unamortized loan costs were as follows (in thousands):

Year of Maturity	Principal
2023	\$ 130,816
2024	112,500
2025	—
2026	—
2027	—
	243,316
Less: deferred finance costs, net	(751)
Total loans, corporate credit facility and secured line of credit, net	\$ 242,565

fully amortized in Trinity's consolidated statement of operations.

Interest

Consolidated interest expense, net includes the following (in thousands):

	Three Months Ended September 30, 2023	Three Months Ended September 30, 2022	Nine Months Ended September 30, 2023	Nine Months Ended September 30, 2022	Three Months Ended March 31, 2024	Three Months Ended March 31, 2023
Interest expense	\$ 7,901	\$ 4,932	\$ 22,112	\$ 13,759	\$ 3,883	\$ 7,017
Interest capitalized	—	(1,383)	(689)	(4,146)	—	(689)
Interest expense, net	<u>\$ 7,901</u>	<u>\$ 3,549</u>	<u>\$ 21,423</u>	<u>\$ 9,613</u>	<u>\$ 3,883</u>	<u>\$ 6,328</u>

Note 78 – Fair Value Measurements

The fair value of our financial instruments are determined based upon applicable accounting guidance. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The guidance requires disclosure of the level within the fair value hierarchy in which the fair value measurements fall, including measurements using quoted prices in active markets for identical assets or liabilities (Level 1), quoted prices for similar instruments in active markets or quoted prices for identical or similar instruments in markets that are not active (Level 2), and significant valuation assumptions that are not readily observable in the market (Level 3).

The fair values of cash and cash equivalents, receivables, accounts payable and accrued expenses, and other liabilities approximated their carrying value because of their short-term nature. The fair value of the consolidated loans payable and Corporate Credit Facility approximated

their carrying values as they are variable-rate instruments under Level 2. The secured line of credit approximated its carrying value as it is a fixed-rate near term maturity instruments under Level 2. The warrant liability is recorded at fair value under Level 2.

Pension Plan

On an annual recurring basis, we are required to use fair value measures when measuring plan assets of our pension plans. As we elected to adopt the measurement date provisions of **ASC 715**, **ASC-715**, "Employers' Accounting for Defined Benefit Pension

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and Other Postretirement Plans," as of March 4, 2007, we **were** **are** required to determine the fair value of our pension plan assets as of **December 31, 2022** **December 31, 2023**. The fair value of pension plan assets was **\$12.6 million** **\$14.2 million** at **December 31, 2022** **December 31, 2023**. These assets are valued in active liquid markets under Level 2.

We recognized the fair values of all derivatives in prepaid expenses and other assets, net on our consolidated balance sheets based on Level 2 information. Derivatives that are not hedges are adjusted to fair value through earnings. The changes in the fair value of the derivative is offset against the change in fair value of the hedged asset through interest expense, net for the three and nine months ended September 30, 2023 and 2022, respectively. Reported net loss may increase or decrease prospectively, depending on future levels of interest rates and other variables affecting the fair values of hedging instruments and hedged items, but will have no effect on cash flows.

The following table summarizes our consolidated hedging instruments, all of which hedge variable rate debt, as of September 30, 2023 and December 31, 2022 (in thousands):

	Fair Value	Fair Value Asset	Change in Fair	Change in Fair	Notional Amount	All-In	Interest Rate
	Asset as of	as of	Value	Value		Capped	Cap Expiration
	September 30,	December 31,	September 30,	September 30,		Rate	Date
Interest Rate Caps:							
77 Mortgage Loan	\$ 135	\$ 1,298	\$ (1,163)	\$ 745	\$ 67,000	2.5 %	11/1/2023
237 11th Loans	1,314	707	607	482	\$ 60,000	2.5 %	7/9/2024
Included in prepaid expenses and other assets, net	\$ 1,449	\$ 2,005	\$ (556)	\$ 1,227			

Note 89 – Pension Plan

Syms sponsored a defined benefit pension plan for certain eligible employees not covered under a collective bargaining agreement. The pension plan was frozen effective December 31, 2006. At **September 30, 2023** **March 31, 2024** and **December 31, 2022** **December 31, 2023**, we had recorded an **underfunded** **overfunded** pension balance of **approximately \$251,000 and \$651,000**, **\$1.4 million**, respectively, which is included in pension **liability** **asset** on the accompanying consolidated balance sheets. We have begun the process to terminate the plan under a standard termination. We may be required to make additional contributions to the plan so that the assets of the plan are sufficient to satisfy all benefit liabilities as of the final termination date.

We plan to continue to maintain the Syms pension plan and make all contributions required, if any, under applicable minimum funding rules through the plan termination date. In accordance with minimum funding requirements and court ordered allowed claims distributions, we paid approximately \$6.5 million to the Syms sponsored plan from September 17, 2012 through **September 30, 2023** **March 31, 2024**. Historically, we

have funded this plan in the third quarter of the calendar year. We funded \$400,000 to the Syms sponsored plan in September 2023, during each of the years ended December 31, 2023 and 2022, respectively.

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Note 9 10 – Commitments

a. **Leases** – The lease for our corporate office located at 340 Madison Avenue, New York, New York expires on March 31, 2025. Rent expense paid for this operating lease was approximately \$118,000 for each of the three months ended September 30, 2023 March 31, 2024 and 2022, respectively, and approximately \$348,000 for each of the nine months ended September 30, 2023 and 2022, 2023, respectively. The remaining cash lease obligation, excluding any extension options, for our corporate office is approximately \$704,000 \$469,000 through March 31, 2025 and is as follow (in thousands):

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Year Ended	Future Minimum Rentals	Future Minimum Rentals
2023	\$ 118	
2024	470	\$ 353
2025	116	116
Total undiscounted lease payments	\$ 704	\$ 469
Discount	12	(11)
Lease Liability	\$ 716	\$ 458

b. **Legal Proceedings** – In the normal course of business, we are party to routine legal proceedings. Based on advice of counsel and available information, including current status or stage of proceeding, and taking into account accruals where they have been established, management currently believes that any liabilities ultimately resulting from litigation we are currently involved in will not, individually or in the aggregate, have a material adverse effect on our consolidated financial position, results of operations or liquidity.

Note 10 11 – Income Taxes

As of September 30, 2023 March 31, 2024, we had federal NOLs and other tax loss carryforwards of approximately \$305.4 million \$329.3 million. NOLs generated prior to tax-year 2018 will expire in years through fiscal 2037 while NOLs generated in 2018 and forward carry-over indefinitely. Since 2009 through September 30, 2023 March 31, 2024, we have utilized approximately \$20.1 million of our federal NOLs. As of September 30, 2023 March 31, 2024, we also had state NOLs and other tax loss carry forwards of approximately \$246.6 million \$290.6 million. These state NOLs have various expiration dates through 2042, if applicable. We As of March 31, 2024, we also had additional New York State

and New York City prior NOL conversion ("PNOLC") subtraction pools of approximately \$27.9 million and \$22.9 million, respectively. The conversion to the PNOLC under the New York State and New York City corporate tax reforms does not have any material tax impact.

Based on management's assessment, we believe it is more likely than not that the entire deferred tax assets will not be realized by future taxable income or tax planning strategy. In recognition of this risk, we have provided a valuation allowance of ~~\$88.2 million~~ \$87.6 million as of ~~September 30, 2023~~ March 31, 2024. If our assumptions change and we determine we will be able to realize these NOLs, the tax benefits relating to any reversal of the valuation allowance on deferred tax assets would be recognized as a reduction of income tax expense and an increase in the deferred tax asset.

Note 11.12 – Stockholders' Equity

Capital Stock

Our authorized capital stock consists of 120,000,000 shares consisting of 79,999,997 shares of common stock, \$0.01 par value per share, two (2) shares of preferred stock, \$0.01 par value per share (which have been redeemed in accordance with their terms and may not be reissued), one (1) share of special stock, \$0.01 par value per share, and 40,000,000 shares of a new class of blank-check preferred stock, \$0.01 par value per share. As of ~~September 30, 2023~~ March 31, 2024 and ~~December 31, 2022~~ December 31, 2023, there were ~~44,869,497~~ 70,736,447 shares and ~~43,448,384~~ 44,965,083 shares of common stock issued, respectively, and ~~38,103,800~~ 63,793,850 shares and ~~36,907,862~~ 38,199,386 shares of common stock outstanding, respectively, with the difference being held in treasury stock.

Warrants

In December 2019, we entered into a Warrant Agreement (the "Warrant Agreement") with the ~~lender under our CCF (see Note 6 – Loans Payable and Secured Line of Credit – Corporate Credit Facility)~~ Lender (the "Warrant Holder") pursuant to which we issued ten-year warrants (the "Warrants") to the Warrant Holder to purchase up to 7,179,000 shares of our common stock. In December 2020, the Company entered into the Warrant Agreement Amendment, whereby the exercise price of the warrants issued in connection with the CCF was amended to be \$4.50 per share. In connection with the October 2021 Private Placement, the exercise price of the warrants were further reduced to \$4.31 per share (the "Exercise Price"), which is payable in cash or pursuant to a cashless exercise. The Warrant Agreement provides that we will not issue shares of common stock upon exercise of the Warrants if either (1) the Warrant Holder, together with its affiliates, would beneficially hold 5% or more of the shares of common stock outstanding immediately after giving effect to such exercise, or (2) such exercise would result in the issuance of more than 19.9% of the shares of issued and outstanding common stock as of the date of the Warrant Agreement, prior to giving effect to the issuance of the Warrants, and such issuance would require shareholder approval under the NYSE American LLC listing requirements. The Warrant Agreement provides for certain

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~~adjustments to the Exercise Price and/or the number of shares of common stock issuable upon exercise pursuant to customary anti-dilution provisions. Upon a change of control~~ The Warrant Agreement was terminated as part of the Company, the Warrants will be automatically converted into the right to receive the difference between the consideration the Warrant Holder would have received if it exercised the Warrants immediately prior to the change of control and the aggregate Exercise Price, payable at the election of the Warrant Holder in the consideration payable in the change of control or, if such consideration is other than cash, in cash.

~~In connection with the June 2023 amendment to the CCF (See Note 6 – Loans Payable and Secured Line of Credit), the parties entered into an amendment to the Warrant Agreement, pursuant to which the number of shares of common stock purchasable under the Warrants was reduced by 750,000 shares, and the Company issued 750,000 shares of common stock to the CCF Lender. As of September 30, 2023, 6,429,000 warrants were outstanding. Recapitalization Transactions that closed on February 14, 2024.~~

~~The Warrants were valued at approximately \$3,000 and \$76,000 at September 30, 2023 and December 31, 2022, respectively. The unrealized gain of \$70,000 and \$995,000 from the change in fair value of the Warrants during the nine months ended September 30, 2023 and 2022, respectively, was recorded in the consolidated statements of operations and comprehensive loss.~~

In connection with the issuance of the Warrants, we also entered into a registration rights agreement with the Warrant Holder, pursuant to which we agreed to register for resale the shares of common stock issuable upon exercise of the Warrants (the "Registration Rights Agreement"), and a letter agreement with the Warrant Holder (the "Letter Agreement") pursuant to which we agreed to provide (i) certain information rights, (ii) the right to appoint one member of the board of directors of the Company, or in lieu thereof a board observer, and (iii) certain preemptive rights for a period of five years following the exercise of any of the Warrants so long as the Warrant Holder continues to hold shares of common stock. With respect to the board appointment right, the Letter Agreement includes a similar right as the CCF, as described in Note 6 – Loans Payable and Secured Line of Credit, so long as the Warrant Holder together with its affiliates beneficially holds at least 5% of the outstanding common stock of the Company, assuming the exercise of all outstanding Warrants; provided that the Warrant Holder does not have such appointment right at any time a Designee, who was appointed in May 2023, or observer may be appointed pursuant to the terms of the CCF.

Share Repurchase Program

In December 2019, our Board of Directors approved a stock repurchase program under which we can purchase up to \$5.0 million of shares of our common stock, which is now subject to the terms of our Corporate Credit Facility. Repurchases under the stock repurchase program may be made through open market or privately negotiated transactions at times and on such terms and in such amounts as management deems appropriate, subject to market conditions, regulatory requirements and other factors. The program does not obligate the Company to repurchase any particular amount of common stock, and may be suspended or discontinued at any time without notice.

From inception of the stock repurchase program through December 31, 2020, the Company repurchased 250,197 shares of common stock for approximately \$483,361, or an average price per share of \$1.93. As of September 30, 2023, approximately \$4.5 million of shares remained available for purchase under the stock repurchase program, subject to the terms of our Corporate Credit Facility. There was no stock repurchase activity by the Company or any "affiliated purchaser" of the Company, as defined in Rule 10b-18(a)(3) under the Exchange Act, during the nine months ended September 30, 2023 or the year ended December 31, 2022.

Preferred Stock

We are authorized to issue two shares of preferred stock (one share each of Series A and Series B preferred stock, each of which was automatically redeemed in 2016 and may not be reissued), one share of special stock and 40,000,000 shares of blank-check preferred stock. The share of special stock was issued and sold to Third Avenue Trust, on behalf of Third Avenue Real Estate Value Fund ("Third Avenue"), and enables Third Avenue or its affiliated designee to elect one member of the Board of Directors.

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Note 12.13 – Stock-Based Compensation

Stock Incentive Plan

We adopted the Trinity Place Holdings Inc. 2015 Stock Incentive Plan (the "SIP"), effective September 9, 2015. Prior to the adoption of the SIP, we granted restricted stock units ("RSUs") to our executive officers and employees pursuant to individual agreements. The SIP, which has a ten-year term, authorizes (i) stock options that do not qualify as incentive stock options under Section 422 of the Code, or NQSOs, (ii) stock appreciation rights, (iii) shares of restricted and unrestricted common stock, and (iv) RSUs. The exercise price of stock options will be determined by the compensation committee, but may not be less than 100% of the fair market value of the shares of common stock on the date of grant. To date, no stock options have been granted under the SIP. The SIP initially authorized the issuance of up to 800,000 shares of common stock. In June 2019, our stockholders approved an amendment and restatement of the SIP, including an increase to the number of shares of common stock available for awards under the SIP by 1,000,000 shares, in June 2021, our stockholders approved an increase to the number of shares of common stock available for awards under the SIP by 1,500,000 shares, and in June 2023, our stockholders approved an increase to the number of shares of common stock available for awards under the SIP by 2,000,000 shares. Our SIP activity as of **September 30, 2023** **March 31, 2024** and **December 31, 2022** **December 31, 2023** was as follows:

	Nine Months Ended September 30, 2023		Year Ended December 31, 2022		Three Months Ended March 31, 2024		Year Ended December 31, 2023	
	Weighted		Weighted		Weighted		Weighted	
	Average Fair		Average Fair		Average Fair		Average Fair	
	Number of Shares	Value at Grant Date	Number of Shares	Value at Grant Date	Number of Shares	Value at Grant Date	Number of Shares	Value at Grant Date
Balance available, beginning of period	1,057,824	-	1,569,449	-	2,041,643	-	1,057,824	-
Additional shares approved by stockholders	2,000,000	-	-	-	-	-	2,000,000	-
Granted to employees	(381,760)	\$ 0.68	(333,500)	\$ 1.84	(339,000)	\$ 0.11	(381,760)	\$ 0.68
Granted to non-employee directors	(158,351)	\$ 0.56	(86,408)	\$ 1.25	(321,521)	\$ 0.11	(253,937)	\$ 0.49
Deferred under non-employee director's deferral program	(251,768)	\$ 0.57	(152,217)	\$ 1.25	(432,954)	\$ 0.11	(380,484)	\$ 0.50
Forfeitures by former employees	-	-	60,500	\$ 1.68	-	-	-	-
Balance available, end of period	2,265,945	-	1,057,824	-	948,168	-	2,041,643	-

Restricted Stock Units

We grant RSUs to certain executive officers and employees as part of compensation. These grants generally have vesting dates ranging from immediate vest at grant date to three years, with a distribution of shares at various dates ranging from the time of vesting up to seven years after vesting. Shares that are forfeited are added back into the pool of shares available under the SIP, and any recorded expense related to forfeited shares are reversed in the year of forfeiture.

During the ~~nine~~ three months ended ~~September 30, 2023~~ ~~March 31, 2024~~, we granted ~~381,760~~ ~~339,000~~ RSUs to certain employees. These RSUs vest and settle at various times over a two or three year period, subject to each employee's continued employment. During the ~~three~~ and ~~nine~~ months ended ~~September 30, 2023~~ ~~March 31, 2024~~ approximately ~~\$37,000~~ and ~~\$144,000~~, respectively, ~~\$6,000~~ in stock-based compensation expense related to these shares was amortized in the consolidated statements of operations and comprehensive income (loss).

Total stock-based compensation expense for the three months ended March 31, 2024 and 2023 totaled \$32,000 and \$95,000, respectively, of which no amount and approximately \$2,000, respectively, was capitalized into residential condominium units for sale with the remaining net amount recognized in the consolidated statements of operations and comprehensive loss.

Total stock-based compensation expense for the three months ended September 30, 2023 and 2022 totaled \$79,000 and \$127,000, respectively, of which no amount and approximately \$9,000, respectively, was capitalized as part of residential condominium units for sale with the remaining net amount recognized in the consolidated statements of operations and comprehensive loss. Total stock-based compensation expense for the nine months ended September 30, 2023 and 2022 totaled \$288,000 and \$379,000, respectively, of which approximately \$2,000 and \$36,000, respectively, was capitalized

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as part of residential condominium units for sale with the remaining net amount recognized in the consolidated statements of operations and comprehensive loss. ~~income (loss)~~.

Our RSU activity was as follows:

	Nine Months Ended September 30, 2023		Year Ended December 31, 2022		Three Months Ended March 31, 2024		Year Ended December 31, 2023	
	Weighted		Weighted		Weighted		Weighted	

	Average Fair				Average Fair				Average Fair			
	Number of Shares	Value at Grant Date	Number of Shares	Value at Grant Date	Number of Shares	Value at Grant Date	Number of Shares	Value at Grant Date	Number of Shares	Value at Grant Date	Number of Shares	Value at Grant Date
Non-vested at beginning of period	527,999	\$ 1.80	551,083	\$ 2.14	547,583	\$ 1.16	527,999	\$ 1.80				
Granted RSUs	381,760	\$ 0.68	333,500	\$ 1.84	339,000	\$ 0.11	381,760	\$ 0.68				
Vested	(362,176)	\$ 1.49	(296,084)	\$ 2.22	(285,582)	\$ 1.15	(362,176)	\$ 1.49				
Forfeited by former employees	—	\$ —	(60,500)	\$ 1.68								
Non-vested at end of period	547,583	\$ 1.16	527,999	\$ 1.80	601,001	\$ 0.52	547,583	\$ 1.16				

As of **September 30, 2023** **March 31, 2024**, there was approximately **\$202,000** **\$144,000** of total unrecognized compensation expense related to unvested RSUs, which is expected to be recognized through December **2025**, **2026**.

During the **nine** **three** months ended **September 30, 2023** **March 31, 2024**, we issued **548,221** **337,598** shares of common stock to employees and executive officers to settle vested RSUs from previous RSU grants. In connection with those transactions, we repurchased **260,634** **179,900** shares to provide for the employees' withholding tax liabilities.

During the **nine** **three** months ended **September 30, 2023** **March 31, 2024**, we issued **158,351** **321,521** shares of immediately vested common stock to non-employee directors who received a portion of their annual compensation in shares of the Company's common stock.

Director Deferral Program

Our Non-Employee Director's Deferral Program (the "Deferral Program"), as amended in December 2018, allows our non-employee directors to elect to receive the cash portion of their annual compensation in shares of the Company's common stock, as well as to defer receipt of the portion of their annual board compensation that is paid in equity. Any deferred amounts are paid under the SIP (as is non-employee directors' annual equity compensation that is not deferred). Compensation deferred under the Deferral Program is reflected by the grant of stock units equal to the number of shares that would have been received absent a deferral election. The stock units, which are fully vested at grant, generally will be settled under the SIP for an equal number of shares of common stock within 10 days after the participant ceases to be a director. In the event that we distribute dividends, each participant shall receive a number of additional stock units (including fractional stock units) equal to the quotient of (i) the aggregate amount of the dividend that the participant would have received had all outstanding stock units been shares of common stock divided by (ii) the closing price of a share of common stock on the date the dividend was issued.

As of **September 30, 2023** **March 31, 2024**, a total of **688,898** **1,250,568** stock units have been deferred under the Deferral Program.

Note 13.14 – Investments Subsequent Events

On April 12, 2024, the Company and the Investor agreed to further extend the date by which the Company must complete the delisting of its common stock as provided in **Unconsolidated Joint Ventures** the Stock Purchase Agreement by sixty (60) days, such that the Company is now required to complete the delisting process not later than June 28, 2024, unless otherwise agreed by the parties.

We owned a 50% interest in aOn April 26, 2024, the Company and Mr. Messinger, the chief executive officer of the Company, entered into an amendment (the "Amendment") to Mr. Messinger's employment agreement, dated as of October 1, 2013, as amended by the Amendment to Employment Agreement, dated as of September 11, 2015 (together, the "Employment Agreement") and the Company's joint venture, (the "Berkley JV" TPHGreenwich Holdings LLC ("TPHGreenwich") formed to acquire, and operate The Berkley, a 95-unit multi-family property. In December 2016, the Berkley JV closed on the acquisition of The Berkley for a purchase price of \$68.885 million. On February 28, 2020, in connection with a refinancing, the Berkley JV repaid the acquisition loan in full and replaced it with a new 7-year, \$33.0 million loan (the "New Berkley Loan") which bore interest at a fixed rate of 2.717% and was interest only during the initial five years. We and our joint venture partner were joint and several recourse carve-out guarantors under the New Berkley Loan. In October 2021, we Mr. Messinger entered into a loan consulting agreement (the "Consulting Agreement"). Under the Amendment, the Company agreed to make the following payments to Mr. Messinger in exchange for Mr. Messinger's agreement to continue his employment as chief executive officer of the Company until July 31, 2024, unless extended by the parties (the "Termination Date"), and that he will no longer have the right to terminate the Employment Agreement with our joint venture partner which was repaid in full when this property was sold in April 2022. The Berkley JV sold The Berkley in April 2022 for a sale price Good Reason: (i) \$300,000 within seven days of \$70.8 million execution of the Amendment, (ii) \$300,000 on August 1, 2024 and (iii) \$300,000 on November 1, 2024. In connection with the sale of the property, the Berkley JV recognized a gain on sale of approximately \$9.0 million as well as a gain of \$2.0 million upon settlement of the underlying interest rate swap.

We owned a 10% interest in the 250 North 10th JV formed to acquire and operate 250 North 10th, a 234-unit apartment building in Williamsburg, Brooklyn, New York. On January 15, 2020, the 250 North 10th JV closed addition, on the acquisition of Termination Date, Mr.

Messinger's unvested restricted stock unit grants shall vest, and following the property for a purchase price of \$137.75 million, of which \$82.75 million was financed through a 15-year mortgage Termination

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loan (the "250 North 10th Note") secured by 250 North 10th and Date, the balance was paid in cash. The non-recourse 250 North 10th Note bore interest at 3.39% Company will reimburse Mr. Messinger for COBRA continuation coverage for a period of 18 months. These payments, as well as the duration payments under the Consulting Agreement, will constitute full settlement with regards to any severance payable to Mr. Messinger under the Employment Agreement.

Under the terms of the loan term and had covenants, defaults and a non-recourse carve out guaranty executed by us. Our share Amendment, for so long as Mr. Messinger is not in breach of the equity totaling approximately \$5.9 million was funded through Amendment or the Partner Loan from our joint venture partner. See Note 6 - Loans Payable and Secured Line Consulting Agreement, to the extent that a seat on the Company's board of Credit – Note Payable (250 North 10th Note) directors is then available, until June 30, 2026, TPHS Lender LLC, a Delaware limited liability company will exercise its vote as shareholder in favor of electing Mr. Messinger to the Company's board of directors, in addition to its existing board appointment rights.

Upon the Termination Date, the Consulting Agreement will automatically become effective, unless the Employment Agreement is otherwise terminated in accordance with its terms. Under the Consulting Agreement, Mr. Messinger has agreed to provide certain consulting services as an independent contractor to TPHGreenwich related to the properties owned by TPHGreenwich, in exchange for additional information. We earned an acquisition fee at closing and were entitled to ongoing asset management fees and a promote certain consulting payments as follows: upon the achievement earlier to occur of certain performance hurdles. We sold our interest in this joint venture to our joint venture partner in February 2023 resulting in net proceeds of approximately \$1.2 million after repayment of our Partner Loan June 1, 2026 and release from the mortgage guaranty, and we realized a net gain on (i) the sale of approximately \$3.1 million.

As we did not control the 250 North 10 Company's Paramus property, \$200,000, (ii) the sale of 237 11th JV, located at 237 11th Street, Brooklyn, New York, \$800,000, (iii) the receipt of the final certificate of occupancy at 77 Greenwich, located at 77 Greenwich Street, New York, New York, \$150,000, (iv) the receipt of the agreement by the builder to complete the façade remediation at 77 Greenwich, \$150,000, (v) final completion of the façade remediation at 77 Greenwich, \$200,000 and (vi) final resolution of the litigation related to the 237 11th, \$400,000. The timing of the payments is conditioned on the existence of Available Cash (as defined in TPHGreenwich's operating agreement) sufficient to make such payments; provided that TPHGreenwich must create a special reserve for payment of such amounts using the portion of the proceeds of the sale of the 237 11th or 237 11th Litigation distributed to TPHGreenwich by its subsidiaries which constitutes Available Cash. The Berkley JV, we accounted for these joint ventures under the equity method of accounting. The combined balance sheets for the unconsolidated joint ventures at September 30, 2023 and December 31, 2022 are as follows (in thousands):

	September 30, 2023	December 31, 2022
ASSETS		
Real estate, net	\$ —	\$ 113,571
Cash and cash equivalents	—	1,345
Restricted cash	—	731
Tenant and other receivables, net	—	197
Prepaid expenses and other assets, net	—	2,185
Intangible assets, net	—	9,047
Total assets	\$ —	\$ 127,076
LIABILITIES		

Mortgages payable, net	\$ —	\$ 80,495
Accounts payable and accrued expenses	—	1,507
Total liabilities	—	82,002
MEMBERS' EQUITY		
Members' equity	—	48,677
Accumulated deficit	—	(3,603)
Total members' equity	—	45,074
Total liabilities and members' equity	\$ —	\$ 127,076
Our investments in unconsolidated joint ventures	\$ —	\$ 4,386

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The combined statements of operations for the unconsolidated joint ventures through the date of sale for the three months and nine months ended September 30, 2023 and 2022 are as follows (in thousands):

	For the Three Months		For the Nine Months	
	Ended		Ended	
	September 30, 2023	September 30, 2022	September 30, 2023	September 30, 2022
Revenues				
Rental revenues	\$ —	\$ 2,617	\$ 1,788	\$ 8,639
Total revenues	—	2,617	1,788	8,639
Operating Expenses				
Property operating expenses	—	879	563	2,760
Real estate taxes	—	15	10	57
General and administrative	—	—	—	(10)
Amortization	—	449	299	1,525
Depreciation	—	654	437	2,377
Total operating expenses	—	1,997	1,309	6,709
Gain on sale of real estate	—	—	—	8,981
Operating income	—	620	479	10,911
Gain on sale of interest rate swap	—	—	—	2,005
Interest expense	—	(717)	(483)	(2,429)
Interest expense - amortization of deferred finance costs	—	(46)	(31)	(174)

Interest income - change in fair market value of interest rate swap	—	—	—	153
Net (loss) income	\$ —	\$ (143)	\$ (35)	\$ 10,466
Our equity in net (loss) income from unconsolidated joint ventures	\$ —	\$ (14)	\$ —	\$ 5,292

Note 14 – Subsequent Events

Other than as disclosed above and elsewhere in these consolidated financial statements, there were no subsequent events requiring adjustment to, or disclosure in, the consolidated financial statements.

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Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Overview

Trinity Place Holdings Inc., which we refer to in this Quarterly Report on Form 10-Q as "Trinity," "we," "our," or "us," is a real estate holding, investment, development and asset management company. Our largest asset is As part of a series of transactions described below, on February 14, 2024, TPHGreenwich Holdings LLC ("TPHGreenwich"), a previously 100% owned subsidiary of ours, became owned 95% by us, with an affiliate of the lender under our corporate credit facility (the "Corporate Credit Facility" or "CCF") owning a 5% interest in, and acting as manager of, such entity. The entity holds our real estate assets (and related liabilities), including (i) the property located at 77 Greenwich Street in Lower Manhattan ("77 Greenwich"), which is substantially complete as a mixed-use project consisting of a 90-unit residential condominium tower, retail space and a New York City elementary school. We also own school, (ii) a 105-unit, 12-story multi-family property located at 237 11th Street in Brooklyn, New York ("237 11th"), as well as and (iii) a property occupied by a retail tenant tenants in Paramus, New Jersey. Jersey (the "Paramus Property"). See "Properties" Item 2. Properties below for a more detailed description of our properties owned as of September 30, 2023. these properties.

We also control a variety of intellectual property assets focused on the consumer sector, a legacy of our predecessor, Syms Corp. ("Syms"), including FilenesBasement.com, our rights to the Stanley Blacker® brand, as well as the intellectual property associated with the Running of the Brides® event and An Educated Consumer is Our Best Customer® slogan. In addition, we also had approximately \$305.4 million \$329.3 million of federal net operating loss carryforwards ("NOLs") and other tax loss carryforwards at September 30, 2023 March 31, 2024, as well as approximately \$341.3 million of various state and local NOLs, which can be used to reduce our future taxable income and capital gains.

Liquidity Recapitalization Transactions

On February 14, 2024, we consummated the transactions contemplated by the Stock Purchase Agreement, dated as of January 5, 2024 (as amended, the "Stock Purchase Agreement"), between the Company, TPHS Lender LLC, the lender under the Company's Corporate Credit Facility (the "Company Investor") and Going Concern; Management's Plans; Recent Developments TPHS Investor LLC, an affiliate of the Company Investor (the "JV Investor", and together with the Company Investor, the "Investor"), pursuant to which (i) the Company Investor purchased 25,112,245 shares of common stock, par value \$0.01 per share of the Company (the "Investor Shares") for a purchase price of \$0.30 per share, (ii) the Company and the JV Investor entered into an amended and restated limited liability company operating agreement of TPHGreenwich (the "JV Operating Agreement"), pursuant to which the JV Investor was appointed the initial manager of, and acquired a five percent (5%) interest in, TPHGreenwich, as described in more detail below, and TPHGreenwich continues to own, indirectly, all of the real property assets and liabilities of the Company, and (iii) TPHGreenwich entered into an asset management agreement (the "Asset Management Agreement") with a newly formed subsidiary of the Company (the "TPH Manager"), pursuant to which TPHGreenwich hired the TPH Manager to act as initial asset manager for TPHGreenwich for an annual management fee, as described in more detail below (collectively, the "Recapitalization Transactions").

Under the Recapitalization Transactions, the real estate assets and related liabilities as well as the Corporate Credit Facility became part of TPHGreenwich, with the Company retaining the substantial federal, state and local tax NOLs and other tax loss carryforwards, intellectual property and a 95% equity interest in TPHGreenwich. In addition, the maturity date of each of the mortgage loan agreement (the "77G Mortgage Loan") and mezzanine loan agreement (the "77G Mezzanine Loan") for 77 Greenwich, both of which were assumed by TPHGreenwich, was extended to October 23, 2025 with an option to extend for an additional year, and the maturity date of the Corporate Credit Facility was extended to June 30, 2026.

We believe that the Recapitalization Transactions allow for an improved structure for a new investor to invest in the Company, which is less complex as a result of the real estate assets and substantially all liabilities being off-balance sheet. In addition, the parties agreed to certain provisions in the Stock Purchase Agreement to accommodate a new strategic partner that may invest in the Company.

Joint Venture Agreement

At the closing of the Recapitalization Transactions, the Company and the JV Investor entered into the JV Operating Agreement, with the Company owning 95% of the ownership interests in TPHGreenwich and the JV Investor owning 5% of the ownership interests in TPHGreenwich. Distributions under the JV Operating Agreement first go to the Investor until the JV Investor has received its initial distribution amount in full (which initial distribution amount is the sum of (v) all

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amounts due under the CCF and 77G Mezzanine Loan, (w) all amounts due in connection with any additional TPHGreenwich debt financing provided by Investor or its affiliate, (x) Investor's initial capital contribution, and (y) any additional capital contributions made by Investor), then distributed pro rata pursuant to the members' respective percentage interests in TPHGreenwich. If TPH Manager is terminated for "Cause" under the Asset Management Agreement, as described below, at the option of Investor, the Company's right to distributions from TPHGreenwich will be forfeited and any distribution that would otherwise have been made to the Company will instead be distributed to the JV Investor.

JV Investor, in its capacity as manager of TPHGreenwich, will manage, control and conduct the affairs of TPHGreenwich, subject only to certain major decisions set forth in the JV Operating Agreement. Major decisions are (1) entering into any transaction with or for the benefit of Investor or its affiliate, other than any transaction involving Investor or its affiliate providing debt and/or equity to the Company as set forth in the JV Operating Agreement or any arms-length transaction, (2) any amendment or modification of the JV Operating Agreement or any operating agreement of a subsidiary company of TPHGreenwich, or any other agreement with the Company or a subsidiary company of TPHGreenwich if such amendment would materially adversely affect the rights or obligations of the Company in a manner that is disproportionate to the JV Investor, (3) any tax or accounting matter decision relating to net operating losses that would be materially adverse to the Company but not the JV Investor, and (4) the admission of any other member to TPHGreenwich or its subsidiary except as permitted under the JV Operating Agreement.

Under the JV Operating Agreement, the Company will retain oversight of the Paramus Property and will have the sole and exclusive right to manage and make decisions regarding the Paramus Property, subject to (i) the Company Investor's right to approve any purchase and sale

agreement for the Paramus Property that may be entered into in accordance with the terms and conditions of the Stock Purchase Agreement; (ii) the JV Investor's right to approve any material modifications of such purchase and sale agreement for the Paramus Property, and (iii) the JV Investor's right to approve any dissolution of the owner of the Paramus Property.

The COVID-19 pandemic Company's liability under any cause of action arising from or in connection with the JV Operating Agreement is limited to its interest in TPHGreenwich, other than with respect to certain Company guaranty liabilities related to (a) any loss or expense incurred by the JV Investor under any non-recourse carveout guaranty or environmental indemnity to a third-party lender, or (b) indemnification and related matters, including government actions, delayed reimbursement from the completion date Company if the JV Investor makes a payment to a third party lender pursuant to a guaranty (other than a non-recourse carve out guaranty or environmental indemnity), in each case, to the extent such loss, expense or payment was caused solely by, or required solely as a result of, the acts or omissions of the Company or the TPH Manager without the prior written consent of the JV Investor.

Asset Management Agreement

At the closing of the Recapitalization Transactions, the TPH Manager entered into the Asset Management Agreement with TPHGreenwich. The Asset Management Agreement provides that the TPH Manager agrees to provide certain services in connection with the construction (with respect to 77 Greenwich), management, operation, supervision and maintenance of 77 Greenwich resulting in our needing and 237 11th. To compensate TPH Manager for such services, TPHGreenwich will pay an annual management fee to fund condominium related carry costs, inclusive of operating costs and real estate taxes, through a delayed and longer sellout period. In addition, shifts in residential consumer sentiment and changes TPH Manager equal to the broader greater of (x) \$400,000 or (y) 1.25% of (i) the outstanding principal balance of the CCF plus (ii) the outstanding principal balance of the 77G Mezzanine Loan, plus (iii) the principal balance of any future fundings of any type under the CCF and/or 77G Mezzanine Loan.

The Asset Management Agreement will continue until the earlier to occur of (a) both consummation of a sale, transfer, conveyance or other disposition of 77 Greenwich and local economies, 237 11th and the final resolution of the 237 11th litigation, or (b) the earlier termination of the Asset Management Agreement pursuant to its terms. TPHGreenwich has the right to terminate the Asset Management Agreement at any time with or without cause, provided that if the TPH Manager is terminated without cause prior to the 18-month anniversary of the Asset Management Agreement, the TPH Manager will be entitled to a termination payment equal to 75 days' payment of the management fee, based on the average fee paid to the TPH Manager during the immediately prior 12 months. After the 18-month anniversary of the Asset Management Agreement, the TPH Manager will also have had a significant adverse impact on our business. More recently, world events, the economic downturn, regional bank failures, an unprecedented rapid increase right to terminate the Asset Management Agreement in interest rates, tighter lending standards its sole and a corresponding decrease in lending, decrease in stock market valuations, higher levels of inflation, and current financial market challenges have also materially adversely impacted our business. While we believe many of these trends will reverse or stabilize over time, the New York City economy and residential real estate markets have been negatively affected by these trends. Given our focus on New York City residential real estate, our business has been materially adversely impacted. As of September 30, 2023, we had total cash and restricted cash of \$9.0 million, of which approximately \$809,000 was cash and cash equivalents and approximately \$8.2 million was restricted cash. The Company's cash and cash equivalents will absolute discretion, upon not be sufficient less than 75 days' prior written notice to fund the Company's operations, debt service, amortization and maturities and corporate expenses beyond the next few months, unless we are able to both extend or refinance or otherwise resolve our maturing debt and also raise additional capital or enter into a strategic transaction, creating substantial doubt about our ability to continue as a going concern. As of October 31, 2023, our cash and cash equivalents totaled approximately \$583,000. TPHGreenwich.

As described above, if TPH Manager is terminated for "Cause" under the Asset Management Agreement, at the option of Investor, the Company's right to distributions from TPHGreenwich will be forfeited and any distribution that would otherwise have been made to the Company will instead be distributed to the JV Investor. The term "Cause" means (a) the Company ceasing to be a member under the JV Operating Agreement, (b) TPH Manager transfers its rights or obligations

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under the Asset Management Agreement in violation of the terms therein, (c) TPH Manager files or consents to a petition in bankruptcy, (d) TPH Manager, any Key Manager Employee (defined below) or any affiliate is convicted of fraud or is determined by a court of competent jurisdiction pursuant to a final judgment to have committed an act of fraud, (e) any misappropriation, gross negligence or willful misconduct by TPH Manager, any Key Manager Employee or any affiliate of the foregoing (which is curable one time during the term of the Asset

Management Agreement if committed by a non-senior level employee), (f) any of the Company, TPH Manager or any Key Manager Employee is convicted of a felony crime or crime of moral turpitude, (f) any representation or warranty made by TPH Manager under the Asset Management Agreement is untrue in any material respect and remains uncured after notice from TPHGreenwich, (h) a material breach by TPH Manager of the terms of the Asset Management Agreement (other than as set forth above in this definition) which breach has a material adverse effect on TPHGreenwich and remains uncured after notice from TPHGreenwich, or (i) the breach or failure to comply by TPHGreenwich or any subsidiary with any loan documents (other than, in the case of loan documents in which an affiliate of JV Investor is a lender, with respect to any key person provisions relating to Mr. Messinger, our chief executive officer, or a replacement) in the event such breach or failure is caused by the actions of TPH Manager, Key Manager Employee or any affiliate and continues after the giving of any required notice and the expiration of any applicable cure period under such loan documents, and which is not the subject of a forbearance or waiver from such lender. Under the Asset Management Agreement, "Key Manager Employee" means Mr. Messinger or a replacement officer or employee of TPH Manager with reasonably equivalent skills and abilities (as determined by the JV Investor on behalf of TPHGreenwich in its reasonable discretion).

In the event Mr. Messinger fails to explore be involved in the day-to-day operations of the TPH Manager pursuant to the Asset Management Agreement, TPHGreenwich agrees its sole and exclusive remedy will be to terminate TPH Manager without cause on 30 days' notice.

On April 26, 2024, the Company and Mr. Messinger entered into an amendment (the "Amendment") to Mr. Messinger's employment agreement, as amended (the "Employment Agreement"), and TPHGreenwich and Mr. Messinger entered into a consulting agreement (the "Consulting Agreement"). Under the Amendment, the parties agreed among other things that the Company will make certain payments to Mr. Messinger in exchange for Mr. Messinger's agreement to continue his employment as chief executive officer of the Company until July 31, 2024, unless extended by the parties (the "Termination Date"). Upon the Termination Date, the Consulting Agreement will automatically become effective, unless the Employment Agreement is otherwise terminated in accordance with its terms. Under the Consulting Agreement, Mr. Messinger has agreed to provide certain consulting services as an independent contractor to TPHGreenwich related to the properties owned by TPHGreenwich, in exchange for certain consulting payments. The Consulting Agreement will remain in effect until June 1, 2026, unless sooner terminated in accordance with its terms.

Management's Plans and Objectives

Following the Recapitalization Transactions, our primary business is owning over \$600 million of federal, and various state and local NOLs and other tax loss carryforwards and a variety of intellectual property assets focused on the consumer sector, as well as a 95% interest in TPHGreenwich and acting as asset manager for the properties owned by TPHGreenwich. With the Company now unencumbered by its real estate and related liabilities, we continue to focus on exploring a range of strategic and financing alternatives to maximize stockholder value and to engage with parties that have expressed interest in the Company's attributes and assets and may see the Company as a potential vehicle for growth, with potential opportunities to recapitalize the Company at a lower cost of capital. The Company has engaged Houlihan Lokey and Ackman-Ziff to act as advisors (the "Advisors") in connection with our strategic review process and to assist us in identifying and evaluating potential alternatives, including among others securing an equity and/or debt financing of the Company, refinancing of existing debt, and/or a sale or merger or reverse merger of the Company. ~~In that regard, in August 2023, the Company entered into term sheets with a large unaffiliated asset manager with investment expertise in, among other things, real estate in the public and private markets (the "Potential Strategic Party"), and an affiliate of its corporate credit facility lender and mezzanine lender, for purposes of finalizing due diligence and negotiating definitive documentation for investments in the Company and a modification of the Company's debt, respectively. The Potential Strategic Party recently indicated to the Company its intent to not proceed with the transaction on the terms provided for under the term sheet, although discussions continue. As of November 14, 2023, no strategic transaction has been entered into. Company here is in active discussions with an affiliate of our CCF lender with respect to a potential transaction.~~

~~The Company has entered into several amendments, extensions and forbearances with its lenders during 2023. In August 2023, the Company entered into forbearance agreements with the lenders under its mezzanine loan and corporate credit facility pursuant to which each of the lenders agreed to forbear from exercising their respective rights and remedies with respect to certain existing defaults under those agreements until December 31, 2023, unless earlier terminated under the terms and conditions of the forbearance agreements, including if the Potential Strategic Party states in writing that it is no~~

longer pursuing a transaction with the Company and is not replaced by a third party pursuing a substantially similar transaction within thirty days. In September 2023, the Company also entered into a forbearance agreement with the 77 Mortgage Lender pursuant to which the lender agreed to forbear from exercising its rights and remedies with respect to certain defaults under the 77 Greenwich mortgage loan until November 15, 2023, unless earlier terminated in accordance with its terms. A condition to continued forbearance in this agreement was not met, but the Company is in active discussions with its 77 Mortgage Lender with respect to additional forbearance and a restructuring and extension of the 77 Mortgage Loan, in connection with the potential strategic transaction. There is no certainty that terms will be agreed upon or, if agreed, the timing of such restructuring, if any. See Note 6 – Loans Payable and Secured Line of Credit to our consolidated financial statements for more information regarding the forbearance agreements.

We are considering all possible alternatives to conserve cash, including any capital that may be raised in the future, if any, which may include, in addition to continuing to reduce general and administrative expenses as much as possible, de-listing our common stock and “going dark” and ceasing to file SEC reports, taking into account contractual, regulatory and other considerations. We are also evaluating additional alternatives in restructuring our business and our capital structure, including but not limited to, a transaction with an affiliate of our CCF lender to holistically resolve the liabilities under the CCF and address other material liabilities, the restructuring of the 77 Greenwich mortgage loan, filing for bankruptcy protection, liquidating, dissolving and/or seeking another in-court or out-of-court restructuring of our liabilities. Given the Company’s very limited operating cash position, continued challenging credit markets, significantly higher costs of capital, extreme volatility and a slowdown in the residential condominium sales market, there can be no assurance that we will be able to extend or renew all or successful in consummating any of the forbearance agreements, or enter into a such strategic transaction or otherwise repay the corporate credit facility or mezzanine loan or mortgage loan before the forbearance agreements terminate, that our cash position will extend through the date on which forbearance terminates terms or a strategic transaction can be consummated, or that we will be able to secure any particular amount of funds. Whether or not we are able to enter into a transaction, we may not have sufficient resources to pay our advisors and service providers amounts due or claimed. There are also no assurances that we will be able to enter into any future extensions, amendments or waivers with these or other lenders, raise additional capital, refinance indebtedness or enter into other financing arrangements or engage in asset sales or strategic partnerships sufficient to fund our cash needs, on terms satisfactory timeframe acceptable to us if or at all. See Part II. Item 1A. Risk Factors of this Quarterly Report on Form 10-Q and Part I. Item 1A. Risk Factors to our 2022 Annual Report on Form 10-K for further information.

Construction at 77 Greenwich has taken longer than projected due to the impact of the pandemic. Sales of residential condominiums at 77 Greenwich have been impeded due to broader economic conditions and outlook, including significantly higher interest rates and the ability to obtain financing due to tighter lending standards. We closed on the sale of 10 residential condominium units since December 31, 2022, for a total of 38 units as of September 30, 2023, of which three were sold in the third quarter of 2023.

The units that remain available to be sold are larger, higher floor units. The substantial majority of the construction is completed with exterior punch-list work and the 12th floor terrace expected to be completed within the next few months. Following the failure of Silicon Valley Bank in March 2023 and subsequent additional bank failures and related stresses, the pace of signing and closing contracts on residential condominium units has slowed markedly, with six contracts being closed since that time period. Although we anticipate the pace will normalize to historical trends, predictions are inherently uncertain and there can be no assurances that it will do so in the near term or at all.

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Properties

Below is certain information regarding our the real estate properties held by TPHGreenwich as of September 30, 2023 March 31, 2024:

Building Size			Building Size		
(estimated	Leased at	(estimated	Leased at		
rentable	Number of	September 30,	rentable	Number of	March 31,

Property Location	Type of Property	square feet)	Units	2023	Type of Property	square feet)	Units	2024
<u>Owned Locations</u>								
77 Greenwich, New York, New York (1)	Residential condominium units for sale	—	—	N/A	Residential condominium units for sale	—	—	N/A
Paramus, New Jersey (2)	Retail	77,000	—	94.8 %	Retail	77,000	—	100 %
237 11th Street, Brooklyn, New York (3)	Multi-family	80,000	105	97.1 %	Multi-family	80,000	105	100 %
Total		<u>157,000</u>	<u>105</u>			<u>157,000</u>	<u>105</u>	

(1) 77 Greenwich. We are nearing completion of an over 300,000 gross square foot mixed-use building that corresponds to the approximate total of 233,000 zoning square feet. The property consists of 90 luxury residential condominium apartments, 7,500 square feet of retail space, almost all of which is street level, a 476-seat elementary school serving New York City District 2, including the adaptive reuse of the landmarked Robert and Anne Dickey House. As of March 3, 2023, we had received our temporary certificates of occupancy ("TCOs") for 100% of the condominium units, lobby, Cloud Club (lounge, terrace, game room, dining room, kitchen and kids play room), mechanical rooms, and portions of the cellar (including the bike and storage rooms.) We have closed on the sale of 38 residential condominium units through September 30, 2023, with 52 remaining units to sell as of September 30, 2023

(1) 77 Greenwich. TPHGreenwich has substantially completed the construction of an over 300,000 gross square foot mixed-use building that corresponds to the approximate total of 233,000 zoning square feet. The property consists of 90 luxury residential condominium apartments, 7,500 square feet of retail space, almost all of which is street level, a 476-seat elementary school serving New York City District 2, including the adaptive reuse of the landmarked Robert and Anne Dickey House. As of March 3, 2023, this property had received its temporary certificates of occupancy ("TCOs") for 100% of the residential condominium units, lobby, Cloud Club (lounge, terrace, game room, dining room, kitchen and kids play room), mechanical rooms, and portions of the cellar (including the bike and storage rooms.) We have closed on the sale of 39 residential condominium units through March 31, 2024, and we have closed on one more condominium unit since March 31, 2024 with 50 remaining units to sell as of May 14, 2024.

We entered into an agreement with the New York City School Construction Authority (the "SCA"), whereby we constructed a school sold to the SCA as part of our condominium development at 77 Greenwich. Pursuant to the agreement, the SCA agreed to pay us \$41.5 million for the purchase of their condominium unit and reimburse us for the costs associated with constructing the school, including a construction supervision fee of approximately \$5.0 million. Payments for construction are being made by the SCA to the general contractor in installments as construction on their condominium unit progresses. Payments to us for the land and construction supervision fee commenced in January 2018 and continued through October 2019 for the land and will continue through completion of the SCA buildout for the construction supervision fee. An aggregate of \$46.4 million had been paid to us by the SCA as of September 30, 2023 March 31, 2024 with approximately \$179,000 \$176,000 remaining to be paid. paid to TPHGreenwich. We have also received an aggregate of \$56.0 million \$56.1 million in reimbursable construction costs from the SCA through September 30, 2023 March 31, 2024. In April 2020, the SCA closed on the purchase of the school condominium unit from us, at which point title transferred to the SCA. The SCA has completed the buildout of the interior space, which is a public elementary school with approximately 476 seats. The school received its final TCO and opened to students in September 2022.

Due to the Company's core business of investing in, developing and operating real estate assets, there is an inherent risk that the development and sales of residential condominiums may be subject to unknown potential changes in internal and external financial and economic conditions, such as inflation and rising interest rates, and general market conditions, which could impact the Company's business and potential buyers of the residential condominiums for sale. The Company believes in addition, construction work is ongoing and there continue to be delays and issues the impact of which is not yet known, which may delay final completion. We believe it is possible under generally accepted accounting practices to incur real estate impairment charges in the future in the event these conditions deteriorate.

(2) **Paramus Property**. The Paramus property consists of a one-story and partial two-story, 73,000 square foot freestanding building and an outparcel building of approximately 4,000 square feet, for approximately 77,000 total square feet of rentable space. The primary building is comprised of approximately 47,000 square feet of ground floor space, and two separate mezzanine levels of approximately 21,000 and 5,000 square feet. The 73,000 square foot building is leased to Restoration Hardware Holdings, Inc. (NYSE: RH) pursuant to a license agreement that began on June 1, 2016, is terminable upon three months' notice, and currently is scheduled to end on **March 31, 2024** **March 31, 2025**. The outparcel building was leased to a long-term tenant whose lease expired on **March 31, 2023** and elected not to renew its lease. We entered into under a short-term license agreement for the outparcel building with a tenant whose lease began on **October 1**,

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on **October 1, 2023** **2023** and ends **March 30, 2024** **July 30, 2024**. The land area of the Paramus property consists of approximately 292,000 square feet, or approximately 6.7 acres.

The Paramus property had been under contract for sale pursuant to a purchase and sale agreement, which was subject to site plan approval. The agreement was terminated by the buyer in January 2023. The property was under contract for sale subsequently, which agreement was also terminated by the buyer under that contract. We are TPHGreenwich is currently exploring options with respect to a potential sale of the Paramus property, including development, redevelopment or sale, among others. property.

(3) 237 11th Street. In 2018, we acquired a 105-unit, 12-story multi-family apartment building encompassing approximately 93,000 gross square feet (approximately 80,000 rentable square feet) located at 237 11th Street, Park Slope, Brooklyn, New York for a purchase price of \$81.2 million, excluding transaction costs of approximately \$0.7 million. The property also includes 6,264 square feet of retail space, all of which is leased to Starbucks Inc. (NQGS:SBUX), an oral surgeon and a health and wellness tenant. Located on the border of the Park Slope and Gowanus neighborhoods of Brooklyn, the property is located one block from the 4th Avenue/9th Street subway station. The 237 11th property offers an array of modern amenities that surpass what is available in the neighborhood's "brownstone" housing stock. The property also benefits from a 15-year Section 421-a real estate tax exemption. Although all apartments are market rate units, they are subject to New York City's rent stabilization law during the remaining term of the Section 421-a real estate tax exemption. Due to the approval of the Gowanus up-zoning, this property benefitted to the extent of approximately 30,000 square feet of air rights.

Due to water damage in apartment units and other property at 237 11th resulting from construction defects which we believe were concealed by the prior ownership team and its contractor, we submitted a notice of claim to our insurance carrier for property damage and business interruption (lost revenue) in September 2018. The insurance carrier subsequently disclaimed coverage for the losses and we filed a complaint against the carrier alleging that it breached the insurance policy by denying coverage. We also filed legal claims against the seller, its parent company, and the general contractor to recover damages arising from defective construction of the building, including defects that resulted in water damage as well as other defects. In addition, the general contractor impleaded into that litigation several subcontractors who performed work on the property. Management expects to that TPHGreenwich will recover some portion of the cost incurred to repair the property through the litigations and/or settlement negotiations with the seller, its parent company, the general contractor, the subcontractors, and the insurance carrier, although the amount of damages that may be recoverable in litigation and/or potential settlement negotiations are uncertain at this time, as is the timing of receipt of any such payments. We TPHGreenwich will continue to pursue all legal remedies. We incurred significant cash outflows for costs associated with these repairs and remediation, which commenced in September 2019 and were completed as of December 31, 2021.

Lease Expirations

As of **September 30, 2023** **March 31, 2024**, we have TPHGreenwich had one retail lease license at our its Paramus property with encompassing 73,000 square feet of leased space with annualized rent of **\$516,000** **\$540,000** per year which lease expires and expiring in **March 2024**. The 2025 and a short-term license for the outparcel building began **October 1, 2023** and expires expiring in **March July 2024**. We TPHGreenwich also have had a retail lease at the 237 11th property with encompassing 2,006 square feet of

leased space with annualized rent of \$130,000 per year that expires in 2027, a second retail lease at the 237 11th property with encompassing 1,074 square feet of leased space with average annualized rent of \$94,506 per year that expires in 2036 and a third retail lease at the 237 11th property with encompassing 2,208 square feet of leased space with average annualized rent of \$153,366 per year that expires in 2032. We TPHGreenwich also have had a retail lease at 77 Greenwich with encompassing 1,061 square feet of leased space with an average annualized rent of \$88,085 per year that expires in 2032, 2034. All our TPHGreenwich's other leases are residential leases most of which expire within twelve or twenty-four months of the commencement date.

Critical Accounting Policies and Estimates

Management's discussion and analysis of financial condition and results of operations is based upon our consolidated financial statements, which have been prepared in accordance with generally accepted accounting principles in the United States of America ("GAAP"). The preparation of financial statements in conformity with GAAP requires the use of estimates and assumptions that could affect the reported amounts in our consolidated financial statements. Actual results could differ from these estimates. A summary of our significant accounting policies that management believes are critical to the preparation of the consolidated financial statements are included in this report (see Note 2 - Summary of Significant Accounting Policies - Basis of Presentation to our consolidated financial statements for further information). Certain of the accounting policies used in the preparation of these consolidated financial statements are particularly important for an understanding of the financial position and results of operations presented in the historical consolidated financial

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statements included in this report and require the application of significant judgment by management and, as a result, are subject to a degree of uncertainty. We believe there have been no material changes to the items that we disclosed as our critical accounting policies under Item 7, "Management's Discussion and Analysis of Financial Condition and Results of

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Operations," in our 2022 2023 Annual Report on Form 10-K (the "2022 (as amended, the "2023 Annual Report") for the year ended December 31, 2022 December 31, 2023.

The following discussion and analysis is intended to assist readers in understanding our financial condition and results of operations during the three and nine months ended September 30, 2023 March 31, 2024 and 2022 2023 and should be read in conjunction with the consolidated financial statements and notes thereto included in this Quarterly Report on Form 10-Q and our 2022 2023 Annual Report. As a result of the closing of the Recapitalization Transactions on February 14, 2024, the results of operations and the cash flows for the three months ended March 31, 2024 compared to the three months ended March 31, 2023 may not be comparable.

Results of Operations for the Three Months Ended September 30, 2023 March 31, 2024 Compared to the Three Months Ended September 30, 2022 March 31, 2023

Rental revenues in total decreased by approximately \$17,000 \$713,000 to \$1.5 million \$798,000 for three months ended September 30, 2023 March 31, 2024 from \$1.5 million for the three months ended September 30, 2022 March 31, 2023. This consisted of an increase a

decrease in rent revenues of approximately \$2,000 \$690,000 to \$1.4 million \$744,000 for the three months ended September 30, 2023 March 31, 2024 from \$1.4 million for the three months ended September 30, 2022 March 31, 2023, offset by as well as a decrease in tenant reimbursements of approximately \$19,000 \$23,000 to \$46,000 \$55,000 for the three months ended September 30, 2023 March 31, 2024 from \$65,000 \$78,000 for the three months ended September 30, 2022 March 31, 2023. The slight decrease in total rental revenues and its related components was mainly due to lower common area maintenance fees due to the vacancy at the Paramus location during the three months ended September 30, 2023 compared to the three months ended September 30, 2022. Recapitalization Transactions mentioned above.

Other income increased by approximately \$9,000 to \$29,000 remained consistent at \$120,000 for the three months ended September 30, 2023 from \$20,000 for March 31, 2024 and 2023, respectively. For the three months ended September 30, 2022. This increase is due to March 31, 2024, this income represents the management fee earned from TPHGreenwich. For the three months ended March 31, 2023, the income was made up of a slight increase contractual payment received as a result of the cancelation of the purchase and sale agreement for the Paramus, New Jersey property in January 2023, as well as the SCA's construction supervision fee.

Sales of residential condominium units at 77 Greenwich decreased by approximately \$8.3 million \$11.7 million to \$9.2 million \$1.4 million for the three months ended September 30, 2023 March 31, 2024 from \$17.5 million \$13.1 million for the three months ended September 30, 2022 March 31, 2023. We closed on three one and six five residential condominium units during the three months ended September 30, 2023 March 31, 2024 and 2022, 2023, respectively. Units that we closed during 2022 2023 were generally lower priced, smaller units on the building's lower floors, many of which entered into contract during the height of the pandemic.

Property operating expenses decreased by approximately \$434,000 \$852,000 to \$786,000 \$415,000 for the three months ended September 30, 2023 March 31, 2024 from \$1.2 million \$1.3 million for the three months ended September 30, 2022 March 31, 2023. The decrease in property operating expenses was principally mainly due to the Recapitalization Transactions mentioned above, and to a lesser extent lower marketing and operating costs at 77 Greenwich due to 13 four fewer residential condominium units having closed. This was partially offset by fewer no capitalized operating costs associated with 77 Greenwich during the three months ended September 30, 2023 March 31, 2024 compared to the three months ended September 30, 2022 March 31, 2023. Property operating expenses consisted primarily of expenses incurred for utilities, payroll, COVID-19 related supplies and general operating expenses as well as repairs and maintenance and leasing commission at 237 11th, general operating expenses at 77 Greenwich, including marketing costs, and to a lesser extent expenses related to the Paramus, New Jersey property.

Real estate tax expense increased decreased by approximately \$182,000 \$98,000 to \$668,000 \$365,000 for the three months ended September 30, 2023 March 31, 2024 from \$486,000 \$463,000 for the three months ended September 30, 2022 March 31, 2023. This increase The decrease in real estate tax expense was mainly due to the Recapitalization Transactions mentioned above and less unsold residential condominium units paying real estate taxes, partially offset by higher assessed values for the unsold residential condominium units as well as less capitalized real estate tax expenses for those units at 77 Greenwich for the three months ended September 30, 2023 March 31, 2024 as compare to the three months ended September 30, 2022 March 31, 2023.

General and administrative expenses increased decreased by approximately \$80,000 \$338,000 to \$1.5 million \$1.1 million for the three months ended September 30, 2023 March 31, 2024 from \$1.4 million for the three months ended September 30, 2022 March 31, 2023. For the three months ended September 30, 2023 March 31, 2024, approximately \$79,000 \$32,000 related to stock-based compensation, \$609,000 \$632,000 related to payroll and payroll related expenses, \$464,000 \$412,000 related to other corporate expenses, including board fees, corporate office rent and insurance and \$359,000 \$30,000 related to legal, accounting and other professional fees. For the three months ended September 30, 2022 March 31, 2023, approximately \$118,000 \$94,000 related to stock-based compensation, \$628,000 \$648,000 related to payroll and payroll related expenses, \$441,000 \$412,000 related to other corporate expenses, including board fees, corporate office rent and insurance and \$244,000 \$290,000 related to legal, accounting and other professional fees.

Pension related costs remained relatively flat at \$144,000 for the three months ended September 30, 2023 compared to \$158,000 for the three months ended September 30, 2022. These costs represent professional fees and other periodic

Pension related costs remained relatively flat at \$130,000 for the three months ended March 31, 2024 compared to \$144,000 for the three months ended March 31, 2023. These costs represent professional fees and other periodic pension costs incurred in connection with the legacy Syms Pension Plan (see Note 89 – Pension Plan to our consolidated financial statements for further information).

Cost of sales – residential condominium units decreased by approximately \$6.9 million \$10.9 million to \$9.8 million \$1.4 million for the three months ended September 30, 2023 March 31, 2024 from \$16.7 million \$12.3 million for the three months ended September 30, 2022 March 31, 2023. We closed on three one and six five residential condominium units during the three months ended September 30, 2023 March 31, 2024 and 2022, 2023, respectively. Cost of sales consists of construction and capitalized operating costs that are allocated to the respective condominium units being sold, as well as closing costs of the residential condominium units. Units that we closed during 2022 2023 were generally lower priced, smaller units on the building's lower floors, many of which entered into contract during the height of the pandemic.

Depreciation and amortization remained consistent at decreased by approximately \$238,000 to \$762,000 million for the three months ended March 31, 2024 from \$1.0 million for the three months ended September 30, 2023 March 31, 2024. The decrease in depreciation and 2022, respectively, amortization expense was mainly due to the Recapitalization Transactions mentioned above. For the three months ended September 30, 2023 March 31, 2024, depreciation and amortization expense consisted of depreciation for 237 11th of approximately \$208,000, the amortization of lease commissions and acquired in-place leases of approximately \$96,000 for 237 11th and the amortization of warrants of approximately \$452,000. For the three months ended March 31, 2023, depreciation and amortization expense consisted of depreciation for the Paramus, New Jersey property of approximately \$284,000, \$282,000, depreciation for 237 11th of approximately \$416,000, \$412,000, the amortization of lease commissions and acquired in-place leases of approximately \$192,000 for 237 11th, and amortization of warrants for \$114,000. For the three months ended September 30, 2022, depreciation and amortization expense consisted of depreciation for the Paramus, New Jersey property of approximately \$287,000, depreciation for 237 11th of approximately \$412,000, the amortization of lease commissions and acquired in-place leases of approximately \$193,000 for 237 11th, and amortization of warrants of approximately \$114,000.

Equity in net income from unconsolidated Gain on contribution to joint ventures venture was \$14,000 approximately \$21.0 million for the three months ended September 30, 2022. Equity March 31, 2024 and represents the gain in net income from unconsolidated joint ventures represented our 10% share in 250 North 10th, which was sold in February 2023, and our 50% share in The Berkley, which was sold in April 2022. For the three months ended September 30, 2022, our share value of the net income is primarily comprised of operating income before depreciation of \$171,000 offset by depreciation and amortization of \$114,000 and interest expense of \$71,000.

Unrealized gain on warrants decreased by approximately \$50,000 to \$14,000 for the three months ended September 30, 2023 from \$64,000 for the three months ended September 30, 2022. This represents the change in the fair market valuation of the warrants due mainly Company relating to the change in our stock price on the measurement date.

Interest expense, net increased by approximately \$4.4 million to \$7.9 million for the three months ended September 30, 2023 from \$3.5 million for the three months ended September 30, 2022. For the three months ended September 30, 2023, there was approximately \$7.9 million of gross interest expense incurred and no amounts were capitalized into residential condominium units for sale. For the three months ended September 30, 2022, there was approximately \$4.9 million of gross interest expense incurred, \$1.4 million of which was capitalized into residential condominium units for sale. The increase in gross interest expense was mainly due to higher overall interest rates on our loans after September 30, 2022.

Interest expense - amortization of deferred finance costs decreased approximately \$5,000 to \$758,000 for the three months ended September 30, 2023 from \$763,000 for the three months ended September 30, 2022.

We recorded a no tax expense for the three months ended September 30, 2023 compared to \$82,000 for the three months ended September 30, 2022.

Net loss attributable to common stockholders increased by approximately \$5.5 million to \$11.9 million for the three months ended September 30, 2023 from \$6.4 million for the three months ended September 30, 2022. This is a result of the changes discussed above, principally due to the increased net interest expense.

Results of Operations for the Nine Months Ended September 30, 2023 Compared to the Nine Months Ended September 30, 2022

Rental revenues in total increased by approximately \$428,000 to \$4.4 million for nine months ended September 30, 2023 from \$4.0 million for the nine months ended September 30, 2022. This consisted of an increase in rent revenues of approximately \$426,000 to \$4.2 million for the nine months ended September 30, 2023 from \$3.8 million for the nine months ended September 30, 2022, as well as an increase in tenant reimbursements of approximately \$2,000 to \$157,000 for the nine months ended September 30, 2023 from \$155,000 for the nine months ended September 30, 2022. The increase in total rental revenues and its related components was due to higher occupancy, higher base rents and fewer rent concessions at 237 11th during the nine months ended September 30, 2023 compared to the nine months ended September 30, 2022 due to completion of remediation of the construction related defects in December 2021.

Other income increased by approximately \$127,000 to \$173,000 for the nine months ended September 30, 2023 from \$46,000 for the nine months ended September 30, 2022. This increase is due to a contractual payment received as a result of the cancelation of the purchase and sale agreement for the Paramus, New Jersey property in January 2023, as well as a slight increase in the SCA's construction supervision fee.

Sales of residential condominium units at 77 Greenwich decreased by approximately \$1.2 million to \$27.5 million for the nine months ended September 30, 2023 from \$28.7 million for the nine months ended September 30, 2022. We Recapitalization Transactions that closed on 10 and 11 residential condominium units during the nine months ended September 30, 2023 and 2022, respectively. Units that we closed during 2022 were generally lower priced, smaller units on the building's lower floors, many of which entered into contract during the height of the pandemic.

Property operating expenses increased by approximately \$74,000 to \$2.9 million for the nine months ended September 30, 2023 from \$2.8 million for the nine months ended September 30, 2022 February 14, 2024. The increase was principally due to increased legal expenses associated with the ongoing legal claims against the seller of the property at 237 11th, as well as less capitalized operating costs associated with 77 Greenwich during the nine months ended September 30, 2023 compared to the nine months ended September 30, 2022. Property operating expenses consisted primarily of expenses incurred for utilities, payroll, COVID-19 related supplies and general operating expenses as well as repairs and maintenance and leasing commission at 237 11th, general operating expenses at 77 Greenwich, including marketing costs, and to a lesser extent expenses related to the Paramus, New Jersey property.

Real estate tax expense increased by approximately \$290,000 to \$1.6 million for the nine months ended September 30, 2023 from \$1.3 million for the nine months ended September 30, 2022. This increase was mainly due to less capitalized real estate tax expenses for 77 Greenwich for the nine months ended September 30, 2023 as compare to the nine months ended September 30, 2022.

General and administrative expenses increased by approximately \$354,000 to \$4.8 million for the nine months ended September 30, 2023 from \$4.4 million for the nine months ended September 30, 2022. For the nine months ended September 30, 2023, approximately \$286,000 related to stock-based compensation, \$1.9 million related to payroll and payroll related expenses, \$1.3 million related to other corporate expenses, including board fees, corporate office rent and insurance and \$1.3 million related to legal, accounting and other professional fees. For the nine months ended September 30, 2022, approximately \$343,000 related to stock-based compensation, \$2.1 million related to payroll and payroll related expenses, \$1.1 million related to other corporate expenses, including board fees, corporate office rent and insurance and \$924,000 related to legal, accounting and other professional fees.

Pension related costs decreased by approximately \$42,000 to \$431,000 for the nine months ended September 30, 2023 compared to \$473,000 for the nine months ended September 30, 2022. These costs represent professional fees and other periodic pension costs incurred in connection with the legacy Syms Pension Plan (see Note 8 – Pension Plan to our consolidated financial statements for further information).

Cost of sales – residential condominium units increased by approximately \$19,000 to \$27.3 million for the nine months ended September 30, 2023 from \$27.2 million for the nine months ended September 30, 2022. We closed on 10 and 11 residential condominium units during the nine months ended September 30, 2023 and 2022, respectively. Cost of sales consists of construction and capitalized operating costs that are allocated to the respective condominium units being sold, as well as closing costs of the residential condominium units. Units that we closed during 2022 were generally lower priced, smaller units on the building's lower floors, many of which entered into contract during the height of the pandemic.

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Depreciation and amortization remained consistent at \$3.0 million for the nine months ended September 30, 2023 and 2022, respectively. For the nine months ended September 30, 2023, depreciation and amortization expense consisted of depreciation for the Paramus, New Jersey property of approximately \$845,000, depreciation for 237 11th of approximately \$1.2 million, the amortization of lease commissions and acquired in-place leases of approximately \$577,000 for 237 11th, and amortization of warrants for \$342,000. For the nine months ended September 30, 2022, depreciation and amortization expense consisted of depreciation for the Paramus, New Jersey property of approximately \$850,000, depreciation for 237 11th of approximately \$1.2 million, the amortization of lease commissions and acquired in-place leases of approximately \$580,000 for 237 11th, and amortization of warrants of approximately \$342,000.

Equity in net loss from unconsolidated joint ventures increased by approximately \$806,000 to \$4,000 was \$6.8 million for the nine three months ended September 30, 2023 from March 31, 2024. For the three months ended March 31, 2024, equity in net income loss from unconsolidated joint venture represented our 95% share of \$802,000 for TPHGreenwich's net loss which was primarily comprised of operating loss before depreciation of \$368,000, depreciation and amortization of \$531,000, interest expense and amortization of deferred finance fees of \$5.9 million partially offset by a gain from the nine change in the fair market value of the interest rate swap of \$7,000. For the three months ended September 30, 2022, Equity March 31, 2023, equity in net loss from unconsolidated joint ventures represented our 10% share in 250 North 10th, which was sold in February 2023, and our 50% share in The Berkley, which was sold in April 2022. For the nine three months ended September 30, 2023 March 31, 2023, our share of the net loss is primarily comprised of operating income before depreciation of \$121,000 offset by depreciation and amortization of \$77,000 and interest expense of \$48,000 for 250 North 10th. For the nine months ended September 30, 2022, our share of the net income is primarily comprised of operating income before depreciation of \$779,000 offset by depreciation and amortization of \$658,000, interest expense of \$359,000, gain from the change in the fair market value of the interest rate swap of \$37,000 and a gain on the settlement of the interest rate swap of \$1.0 million upon the sale of The Berkley in April 2022.

Equity in net gain on sale of unconsolidated joint venture property for the three months ended March 31, 2023 represents the February 2023 sale of our interest in the joint venture that owned 250 North 10th to our joint venture partner resulting in net proceeds of approximately \$1.2 million after repayment of our Partner Loan, where we recognized an approximate \$3.1 million gain, and in April 2022 the sale of The Berkley property with our joint venture partner for a sale price of \$70.8 million, where our share of the gain was approximately \$4.5 million. gain.

Unrealized gain on warrants decreased by approximately \$925,000 to \$70,000 was \$66,000 for the nine three months ended September 30, 2023 from \$995,000 for the nine months ended September 30, 2022 March 31, 2023. This represents the change in the fair market valuation of the warrants due mainly to the change in our stock price on the measurement date.

Interest expense, net increased decreased by approximately \$11.8 million \$2.4 million to \$21.4 million \$3.9 million for the nine three months ended September 30, 2023 March 31, 2024 from \$9.6 million \$6.3 million for the nine three months ended September 30, 2022 March 31, 2023. The decrease in interest expense was mainly due to the Recapitalization Transactions mentioned above For the nine three months ended September 30, 2023 March 31, 2024, there was approximately \$22.1 million \$3.9 million of gross interest expense incurred and no amounts were capitalized into residential condominium units for sale. For the three months ended March 31, 2023, there was approximately \$7.0 million of gross interest expense incurred, \$689,000 of which was capitalized into residential condominium units for sale. For the nine months ended September 30, 2022, there was approximately \$13.8 million of gross interest expense incurred, \$4.2 million of which was capitalized into residential condominium units for sale. The increase in gross interest expense was mainly due to higher overall interest rates on our loans after September 30, 2022.

Interest expense - amortization of deferred finance costs increased decreased approximately \$1.0 million \$558,000 to \$2.6 million \$334,000 for the nine three months ended September 30, 2023 March 31, 2024 from \$1.6 million \$892,000 for the nine three months ended September 30, 2022. The increase March 31, 2023 which was principally due to less capitalized amortization of finance costs for our loans as part of residential condominium units for sale. the Recapitalization Transactions mentioned above.

We recorded a \$175,000 an \$86,000 in tax expense for the nine three months ended September 30, 2023 March 31, 2024 compared to \$272,000 \$124,000 for the nine three months ended September 30, 2022 March 31, 2023.

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Net loss income attributable to common stockholders increased by approximately \$17.3 million \$14.3 million to \$29.0 million \$8.1 million for the nine three months ended September 30, 2023 March 31, 2024 from \$11.7 million a loss of \$6.2 million for the nine three months ended September 30, 2022 March 31, 2023. This is a result of the changes discussed above, principally due to the increased net interest expense, amortization of deferred finance costs and increased operating expenses at 77 Greenwich, as well as a smaller gain on disposition recognized from the sale of our Recapitalization Transactions mentioned above, partially offset by equity in net loss from unconsolidated joint venture property in 2023 compared to 2022. ventures and interest expense.

Liquidity and Capital Resources

The COVID-19 pandemic We believe that the Recapitalization Transactions put us in a stronger financial position and related matters, including government actions, shifts in residential consumer sentiment and changes allows for more time to the broader and local economies, seek a strategic transaction than we would have had a significant adverse impact on our business. More recently, world

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events, the economic downturn, increased interest rates, high inflation, tighter lending standards and current financial market challenges have also adversely impacted our business. While we believe many of these trends will reverse or stabilize over time, the New York City economy and residential real estate markets have been negatively affected by these trends. Given our focus on New York City residential real estate, our business has been materially adversely impacted, and may continue to be, as described elsewhere in this Quarterly Report on Form 10-Q.

We currently expect that our principal sources of funds to meet our short-term and long-term liquidity requirements for working capital and repayments of outstanding indebtedness and other costs will include some or all of the following:

- (1) proceeds from new debt financings, increases to existing debt financings and/or other forms of secured or unsecured debt financing;
- (2) proceeds from equity or equity-linked offerings, including rights offerings or convertible debt or equity or equity-linked securities issued in connection with debt financings;
- (3) cash on hand;
- (4) cash flow from operations; and
- (5) net proceeds from divestitures of properties or interest in properties.

Cash flow from operations is primarily dependent upon the occupancy level of our portfolio, the net effective rental rates achieved on our leases, the collectability of rent, operating escalations and recoveries from our tenants and the level of operating and other costs which will be affected by inflation and rising interest rates, among other factors.

otherwise. As of September 30, 2023 March 31, 2024, we had total cash and restricted cash of \$9.0 million \$4.0 million, of which approximately \$809,000 \$285,000 was cash and cash equivalents and approximately \$8.2 million \$4.0 million was restricted cash. Restricted cash represents amounts required

Under the Recapitalization Transactions, the real estate assets and related liabilities as well as the Corporate Credit Facility became part of TPHGreenwich, with the Company retaining the substantial federal, state and local tax NOLs and other tax loss carryforwards, intellectual property and a 95% equity interest in TPHGreenwich. In addition, the maturity date of each of the 77G Mortgage Loan and the 77G Mezzanine Loan was extended to be restricted October 23, 2025 with an option to extend for an additional year, and the maturity date of the Corporate Credit Facility was extended to June 30, 2026. In addition, we were released from all guarantees arising under our these loan agreements letter subsequent to the closing of credit (see the Recapitalization Transactions. As part of the amendment, we re-affirmed our guaranty under the Secured Line of Credit. For a discussion regarding these loan agreements, see Note 67 – Loans Payable and Secured Line of Credit to our condensed consolidated financial statements for further information), deposits on residential condominium sales at 77 Greenwich, condominium sales proceeds that have not yet been transferred to the lender, and tenant related security deposits. statements.

Cash Position

The Company's

In connection with the closing of the Recapitalization Transactions, we believe that we will have sufficient cash and cash equivalents will not be sufficient to fund the Company's our operations debt service, amortization and maturities and corporate expenses beyond for the next few 12 months, unless we are able to both extend or refinance or otherwise resolve our maturing debt and also raise additional capital or enter into a strategic transaction, creating substantial doubt about our assuming TPHGreenwich does not terminate the Asset Management Agreement with us, which it has the ability to continue as a going concern. do on short notice. As part of the Recapitalization Transactions, the CCF, 77G Mortgage Loan and 77G Mezzanine Loan were amended and extended, and were transferred to TPHGreenwich. As of October 31, 2023 May 14, 2024, our cash and cash equivalents totaled approximately \$583,000. \$3.3 million.

The Company continues to explore a range of strategic and financing alternatives to maximize stockholder value, and to engage with parties that have expressed interest in the Company's attributes and assets and may see the Company as a potential vehicle for growth, with potential opportunities to recapitalize the Company at a lower cost of capital. The Company has engaged Advisors in connection with our strategic review process and to assist us in identifying and evaluating potential alternatives, including among others securing an equity and/or debt financing of the Company, refinancing of existing debt, and/or a sale or merger or reverse merger of the Company. In that regard, in August 2023, the Company entered into term sheets with a large unaffiliated asset manager with investment expertise in, among other things, real estate in the public and private markets (the "Potential Strategic Party"), and an affiliate of its corporate credit facility lender and mezzanine lender, for purposes of finalizing due diligence and negotiating definitive documentation for investments in the Company and a modification of the Company's debt, respectively. The Potential Strategic Party recently indicated to the Company its intent to not proceed with the transaction on the terms provided for under the term sheet, although discussions continue. As of November 14, 2023, no strategic transaction has been entered into. The Company is in active discussions with an affiliate of our corporate credit facility lender with respect to a potential transaction.

The Company has entered into several amendments, extensions and forbearances with its lenders during 2023. In August 2023, the Company entered into forbearance agreements with the lenders under its mezzanine loan and corporate credit facility pursuant to which each of the lenders agreed to forbear from exercising their respective rights and remedies with respect to certain existing defaults under those agreements until December 31, 2023, unless earlier terminated under the terms and conditions of the forbearance agreements, including if the Potential Strategic Party states in writing that it is no longer pursuing a transaction with the Company and is not replaced by a third party pursuing a substantially similar transaction within thirty days. In September 2023, the Company also entered into a forbearance agreement with the 77

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Mortgage Lender pursuant to which the lender agreed to forbear from exercising its rights and remedies with respect to certain defaults under the 77 Greenwich mortgage loan until November 15, 2023, unless earlier terminated in accordance with its terms. A condition to continued forbearance in this agreement was not met, but the Company is in active discussions with its 77 Mortgage

Lender with respect to additional forbearance and a restructuring and extension of the 77 Mortgage Loan, in connection with the potential strategic transaction. There is no certainty that terms will be agreed upon or, if agreed, the timing of such restructuring, if any. See Note 6 – Loans Payable and Secured Line of Credit to our consolidated financial statements for more information regarding the forbearance agreements.

We are considering all possible alternatives to conserve cash, including any capital that may be raised in the future, if any, which may include, in addition to continuing to reduce general and administrative expenses as much as possible, de-listing our common stock and “going dark” and ceasing to file SEC reports, taking into account contractual, regulatory and other considerations. We are also evaluating additional alternatives in restructuring our business and our capital structure, including but not limited to, a transaction with an affiliate of our CCF lender to holistically resolve the liabilities under the CCF and address other material liabilities, the restructuring of the 77 Greenwich mortgage loan, filing for bankruptcy protection, liquidating, dissolving and/or seeking another in-court or out-of-court restructuring of our liabilities. Given the Company’s very limited operating cash position, continued challenging credit markets, significantly higher costs of capital, extreme volatility and a slowdown in the residential condominium sales market, there can be no assurance that we will be able to extend or renew all or any of the forbearance agreements, or enter into a strategic transaction or otherwise repay the corporate credit facility or mezzanine loan or mortgage loan before the forbearance agreements terminate, that our cash position will extend through the date on which forbearance terminates or a strategic transaction can be consummated, or that we will be able to secure any particular amount of funds. Whether or not we are able to enter into a transaction, we may not have sufficient resources to pay our advisors and service providers amounts due or claimed. There are also no assurances that we will be able to enter into any future extensions, amendments or waivers with these or other lenders, raise additional capital, refinance indebtedness or enter into other financing arrangements or engage in asset sales or strategic partnerships sufficient to fund our cash needs, on terms satisfactory to us, if at all. See Part II. Item 1A. Risk Factors of this Quarterly Report on Form 10-Q and Part I. Item 1A. Risk Factors to our 2022 Annual Report on Form 10-K for further information.

Corporate Credit Facility

In December 2019, we entered into a credit agreement (the “Corporate Credit Facility” or “CCF”) with an affiliate of a global institutional investment management firm as initial lender (the “CCF Lender”) and Trimont Real Estate Advisors, LLC, as administrative agent (the “Corporate Facility Administrative Agent”), pursuant to which the CCF Lender agreed to extend us credit in multiple draws aggregating \$70.0 million, subject to increase by \$25.0 million upon satisfaction of certain conditions and the consent of the CCF Lender. The CCF matures on December 19, 2024, subject to extensions until December 19, 2025 and June 19, 2026, respectively, under certain circumstances. The CCF provided for the proceeds of the Corporate Credit Facility to be used for investments in certain multi-family apartment buildings in the greater New York City area and certain non-residential real estate investments approved by the CCF Lender in its reasonable discretion, as well as in connection with certain property recapitalizations and in specified amounts for general corporate purposes and working capital. The CCF bears interest at a rate per annum equal to the sum of (i) 5.25% and (ii) a scheduled interest rate (the “Cash Pay Interest Rate”) based on six-month periods from the initial closing date, which Cash Pay Interest Rate, from the Closing Date until the six-month anniversary of the initial closing date initially equaled 4.0% and increases by 125 basis points in each succeeding six-month period, subject to increase during the extension periods. A \$2.45 million commitment fee was payable 50% on the initial draw and 50% as amounts under the CCF are drawn, with any remaining balance due on the last date of the draw period, and a 1.0% exit fee is payable in respect of CCF repayments. As of September 30, 2023, we had paid \$1.85 million of the commitment fee. With the reduction of the committed amount under the CCF as described below, no further commitment fee is due. The CCF may be prepaid at any time subject to a prepayment premium on the portion of the CCF being repaid.

In connection with the December 2020 transaction noted under “Mezzanine Loan” below, the Company entered into an amendment to the Corporate Credit Facility (the “Corporate Facility Amendment”) pursuant to which, among other things, (i) the CCF Lender and the Corporate Facility Administrative Agent permitted the Company to enter into the Mezzanine Loan Agreement (as defined below) and related documents, (ii) the commitment made by the CCF Lender under the Corporate Credit Facility was reduced by the amount of the Mezzanine Loan (as defined below) from \$70.0 million to \$62.5 million, subject to increase by \$25.0 million upon satisfaction of certain conditions and the consent of the CCF Lender, and (iii) the multiple on invested capital, or MOIC, amount that would be due and payable by the Company upon

the final repayment of the loan pursuant to the CCF if no event of default exists and is continuing under the CCF at any time prior to December 22, 2022, was amended to combine the CCF and the Mezzanine Loan for purposes of calculating the MOIC, to the extent not previously paid, if any. See Note 6 – Loans Payable and Secured Line of Credit to our consolidated financial statements for further discussion.

In connection with the closing of the 77 Mortgage Loan and amendment to the Mezzanine Loan described below, we entered into amendments to our CCF in October 2021 and November 2021, pursuant to which, among other things, the parties agreed that (a) no additional funds will be drawn under the CCF, (b) the minimum liquidity requirement was made consistent with the 77 Mortgage Loan Agreement until May 1, 2023, (c) the Company will repay the outstanding principal balance of the CCF in an amount no less than \$7.0 million on or prior to May 1, 2023 and (d) the MOIC provisions were revised to provide that (i) the MOIC amount due upon final repayment of the CCF was amended to be consistent with the Mezzanine Loan such that if no event of default exists and is continuing under the CCF at any time prior to June 22, 2023, the amount due will be combined with the Mezzanine Loan, to the extent not previously paid, if any, and (ii) the amount of the CCF used to calculate the MOIC was reduced to \$35.75 million. We entered into an amendment in November 2022, which eliminated the minimum liquidity requirement.

In April 2023, the Company amended the CCF to provide that cash interest payments and the \$7.0 million repayment due May 1, 2023 would be deferred until August 31, 2023 (the “Restricted Period”). If the Company has an executed commitment for a financing, sale transaction or other strategic transaction which results in the repayment in full of the obligations under the CCF (a “Strategic Transaction”), the Restricted Period will be extended automatically for 30 days and may be further extended for an additional 30 days upon the approval of the CCF Lender, not to be unreasonably withheld. The CCF Amendment also provides, among other things, that (i) the Company shall either enter into a Strategic Transaction that results in the repayment of the CCF or repay the CCF by \$5.0 million from equity proceeds on or prior to the end of the Restricted Period; (ii) the Company shall provide certain additional periodic financial reporting; and (iii) the ability of the Company to make certain previously permitted investments and other payments is suspended until the end of the Restricted Period. In June 2023, we further amended the CCF, which amendment provided, among other things, that (i) the CCF would be increased by up to \$5,000,000, with \$3,000,000 to be used for general corporate purposes and certain other items if applicable, and up to \$2,000,000 to be used in connection with the extension of the loans in respect of 237 11th, including the purchase of an interest rate cap, (ii) the interest rate of the CCF was increased by 0.20%, and (iii) certain covenants and other terms of the CCF were revised, including that a refinancing of 237 11th (excluding the extension of the existing loans) and/or the property in Paramus, New Jersey requires the prior written consent of the CCF Lender; the Company was required to meet with the CCF Lender to review the results of the Company’s strategic process, endeavor in good faith to establish mutually acceptable next steps, and provide copies of written term sheets received from participants in the strategic process, including at least one that addresses repayment or purchase of the CCF; and the removal of the ability of the Company to incur certain types of previously permitted debt and make previously permitted investments and other restricted payments.

In August 2023, the Company entered into a forbearance agreement (the “CCF Forbearance Agreement”), pursuant to which the CCF Lender agreed to forbear from exercising its rights and remedies during the Forbearance Period (defined below) with respect to (i) any failure by the Company, as borrower, to make payments under the CCF including, without limitation, the amortization payment in the amount of \$7,000,000 on or prior to August 31, 2023 and any cash interest payments and (ii) any failure by the Company, as borrower, to consummate a Strategic Transaction on or prior to August 31, 2023 (the “CCF Forbearance Defaults”).

Under the CCF Forbearance Agreement, the period of forbearance (the “Forbearance Period”) ends on the earliest of (i) the consummation of a Strategic Transaction, (ii) an event of default other than the CCF Forbearance Defaults, (iii) the failure of the Company to have entered into term sheets with respect to a Strategic Transaction by August 31, 2023 or to have consummated a Strategic Transaction by December 31, 2023, (iv) a representation made by the Company in the CCF Forbearance Agreement shall fail to be correct in all material respects, (v) the filing of a complaint by the Mortgage Lender to foreclose a Mortgage, as defined in the Mortgage Loan Agreement, or a comparable exercise of remedy thereunder, or (vi) the Potential Strategic Party states in writing that it is no longer pursuing a transaction with the Company and is not replaced by a third party pursuing a substantially similar transaction within thirty days.

In connection with the CCF, we also entered into a warrant agreement with the CCF Lender pursuant to which we issued to the CCF Lender ten-year warrants (the “Warrants”) to purchase up to 7,179,000 shares of our common stock. In connection with the Corporate Facility Amendment, the exercise price of the Warrants was amended from \$6.50 per share to \$4.31 per share, payable in cash or pursuant to a cashless exercise. In connection with the June 2023 amendment to the

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CCF, the parties entered into an amendment to the Warrant Agreement, pursuant to which the number of shares of common stock purchasable under the Warrants was reduced by 750,000 shares, and the Company issued 750,000 shares of common stock to the CCF Lender. See Note 11 – Stockholders Equity – Warrants to our consolidated financial statements for further discussion regarding the warrants.

At September 30, 2023, the CCF had an outstanding balance of \$40.75 million, excluding deferred finance fees of \$581,000, and an effective interest rate of 10.325%. Accrued interest totaled approximately \$9.1 million at September 30, 2023.

As of September 30, 2023, the CCF was fully drawn.

77 Mortgage Loan

In October 2021, a wholly-owned subsidiary of ours (the “Mortgage Borrower”) entered into a loan agreement with Macquarie PF Inc., a part of Macquarie Capital, the advisory, capital markets and principal investment arm of Macquarie Group, as lender and administrative agent (the “77 Mortgage Lender”), pursuant to which 77 Mortgage Lender agreed to extend credit to Mortgage Borrower in the amount of up to \$166.7 million (the “77 Mortgage Loan”), subject to the satisfaction of certain conditions (the “77 Mortgage Loan Agreement”). We borrowed \$133.1 million on the closing date of the 77 Mortgage Loan and a portion of the proceeds of the 77 Mortgage Loan, together with the proceeds of an increase in the Mezzanine Loan, the Berkley Partner Loan and funds raised through the Private Placement were used to repay the 77 Greenwich construction facility that the Company entered into in December 2017. At the time of the closing of the 77 Mortgage Loan in October 2021, \$33.6 million was available to be used to, among other things, complete construction of 77 Greenwich and fund carry costs while the residential condominium units are being sold, \$30.6 million of such amount had been drawn by September 30, 2023. The \$3.0 million additional amount remained undrawn at September 30, 2023.

The 77 Mortgage Loan had a two-year term and matured on October 1, 2023. The 77 Mortgage Loan is secured by the Mortgage Borrower’s fee interest in 77 Greenwich. In May 2023, the loan benchmark was converted from LIBOR to SOFR. The all-in interest rate 12.05% at September 30, 2023. The 77 Mortgage Loan bears interest at a rate per annum equal to the greater of (i) 7.00% in excess of SOFR and (ii) 7.25%; provided that, if, on April 22, 2023, the outstanding principal balance of the 77 Mortgage Loan, together with any accrued and unpaid PIK Interest and unpaid Additional Unused Fee (as those terms are defined below) is equal to or greater than \$91.0 million, the rate per annum will be equal to the greater of (i) 9.00% in excess of SOFR and (ii) 9.25%. If cash flow from 77 Greenwich (including proceeds from the sales of residential units) is insufficient to pay interest payments when due, any accrued but unpaid interest will remain unpaid and interest will continue to accrue on such unpaid amounts (“PIK Interest”) until the cumulative PIK Interest and Additional Unused Fee accrues to \$4.5 million (the “Threshold Amount”), after which all such amounts in excess of the Threshold Amount shall be paid in cash on a monthly basis until such amounts are less than the Threshold Amount. As advances of the 77 Mortgage Loan are made to Mortgage Borrower and the outstanding principal balance of the 77 Mortgage Loan increases, net proceeds from the sales of condominium units will be paid to 77 Mortgage Lender to reduce the outstanding balance of the 77 Mortgage Loan. A 1% per annum fee (the “Additional Unused Fee”) on a \$3.0 million portion (the “Additional Amount”) of the 77 Mortgage Loan, is payable on a monthly basis on the undrawn portion of such Additional Amount. To the extent the 77 Mortgage Loan was not fully funded by October 22, 2022 (April 22, 2023 in the case of amounts with respect to construction work related to the new handicapped accessible subway entrance on Trinity Place), 77 Mortgage Lender had the discretion to force fund the remaining balance other than the Additional Amount into a reserve account held by 77 Mortgage Lender and disbursed in accordance with the terms of the 77 Mortgage Loan Agreement. The 77 Mortgage Lender elected to force fund the 77 Mortgage Loan in October 2022. The 77 Mortgage Loan is prepayable without penalty, subject to 77 Mortgage Lender receiving a minimum total return of \$15.26 million, or if an advance has been made of the Additional Amount, the sum of \$15.26 million, plus 10% of the Additional Amount that has been disbursed, in each case, inclusive of interest and fees, and must be prepaid in part in certain circumstances such as in the event of the sale of residential and retail condominium units. Mortgage Borrower was required to achieve completion of the construction work and the improvements for the project on or before July 1, 2022, subject to certain exceptions. In November 2022, we amended the 77 Mortgage Loan to, amongst other things, extend the Final Completion date to

September 29, 2023 and eliminate the liquidity requirement. The Company is in discussions with the 77 Mortgage Lender to amend the 77 Mortgage Loan, inclusive of an extension of the Final Completion date. At that time, we drew down \$3.0 million under the letter of credit to fund an interest reserve and \$1.0 million to pay down the PIK balance. The 77 Mortgage Loan Agreement also includes additional customary affirmative and negative covenants for loans of this type.

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In September 2023, the Company and the Mortgage Borrower entered into a forbearance agreement effective as of September 1, 2023 (the "Mortgage Loan Forbearance Agreement"), for the purpose of providing additional time for the Company to pursue a potential strategic transaction, pursuant to which the Mortgage Lender agreed to forbear from exercising its rights and remedies during the Forbearance Period, as defined below, with respect to any failure by the Mortgage Borrower to (i) make payments under the Mortgage Loan Agreement, including, without limitation, interest payments due on September 1, 2023 and principal and interest payments due at maturity and (ii) achieve any Milestone Construction Hurdles or to satisfy the Quarterly Sales Hurdle (each as defined in the Mortgage Loan Agreement) or make the related prepayment as and when required (the "MLA Forbearance Defaults"), for a period ending on the earlier of November 15, 2023 or the occurrence of other events specified therein. A condition to continued forbearance in this agreement was not met, but the Company is in active discussions with its 77 Mortgage Lender with respect to additional forbearance and a restructuring and extension of the 77 Mortgage Loan, in connection with the potential strategic transaction.

In connection with the 77 Mortgage Loan Agreement, we entered into guarantees with the 77 Mortgage Lender pursuant to which we guaranteed the completion and payment of costs and expenses related to the construction; the payment of accrued and unpaid interest and other fees, costs, expenses and payments due and payable with respect to the 77 Mortgage Loan or 77 Greenwich; and the payment when due of all amounts due to 77 Mortgage Lender, as a result of "bad-boy" provisions. Mortgage Borrower and the Company also entered into an environmental compliance and indemnification undertaking for the benefit of 77 Mortgage Lender.

Through September 30, 2023, the 77 Mortgage Loan had been paid down by approximately \$69.9 million of proceeds from closed sales of residential condominium units to a balance of \$100.5 million, which includes \$6.7 million in PIK interest.

Mezzanine Loan

In December 2020, we entered into a mezzanine loan agreement with an affiliate of the CCF Lender (the "Mezzanine Loan Agreement", and the loan thereunder, the "Mezzanine Loan"). The Mezzanine Loan was originally in the amount of \$7.5 million and has a term of three years with two one-year extension options, exercisable under certain circumstances. The collateral for the Mezzanine Loan was the borrower's equity interest in its direct, wholly-owned subsidiary. As of September 30, 2023, the blended interest rate for the 77 Mortgage Loan and the Mezzanine Loan was 12.05% on an annual basis. Interest on the Mezzanine Loan is not payable on a monthly basis but instead is automatically added to the unpaid principal amount on a monthly basis (and therefore accrues interest) and is payable in full on the maturity date of the Mezzanine Loan. Upon final repayment of the Mezzanine Loan, a MOIC will be due on substantially the same terms as provided for in the CCF. Subject to the prior sentence the Mezzanine Loan may be prepaid in whole or in part, without penalty or premium (other than payment of the MOIC amount, if applicable, as provided above), upon prior written notice to the lender under the Mezzanine Loan. In connection with the Mezzanine Loan, the Company entered into a completion guaranty, carry guaranty, equity funding guaranty, recourse guaranty and environmental indemnification undertaking.

In October 2021, the Mezzanine Loan Agreement was amended and restated to, among other things, (i) increase the amount of the loan thereunder by approximately \$22.77 million, of which \$0.77 million reflected interest previously accrued under the original Mezzanine Loan, (ii) reflect the pledge of the equity interests in the Mortgage Borrower to the Mezzanine Lender as additional collateral for the Mezzanine Loan and (iii) conform certain of the covenants to those included in the 77 Mortgage Loan Agreement, as applicable. Additionally, the existing completion guaranty, carry guaranty, recourse guaranty and environmental indemnification

executed in connection with the original Mezzanine Loan Agreement were amended to conform to the mortgage guarantees and mortgage environmental indemnity made in connection with the 77 Mortgage Loan (and the existing equity funding guaranty was terminated). In November 2022, the Mezzanine Loan was amended to, amongst other things, extend the Final Completion date to September 29, 2023 and eliminate the liquidity requirement. The Company is in discussions with the 77 Mortgage Lender to amend the 77 Mortgage Loan, inclusive of an extension of the Final Completion date.

In August 2023, the Company and its subsidiary borrower (the "Mezzanine Borrower") entered into a forbearance agreement (the "Mezzanine Loan Forbearance Agreement"), pursuant to which the Mezzanine Lender agreed to forbear from exercising its rights and remedies during the Forbearance Period, as defined below, with respect to (i) the failure by the Mortgage Borrower, or the Mezzanine Borrower, to make payments under the Mortgage Loan Agreement or the Mezzanine Loan Agreement, respectively, including regular monthly interest payments and principal and interest due at maturity, and (ii) the failure by the Mortgage Borrower or the Mezzanine Borrower to achieve any Milestone Construction

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Hurdles, or satisfy the Quarterly Sales Hurdle, as such terms are defined in the Mortgage Loan Agreement and Mezzanine Loan Agreement, respectively, or make the related prepayment as and when required (the "Mezzanine Forbearance Defaults"). The Mezzanine Loan Forbearance Agreement provides that the period of forbearance (the "Forbearance Period") ends on the earliest of (i) the consummation of a Strategic Transaction, (ii) an event of default other than the Mezzanine Forbearance Defaults, (iii) the failure of the Company to have entered into term sheets with respect to a Strategic Transaction by August 31, 2023 or to have consummated a Strategic Transaction by December 31, 2023, (iv) a representation made by the Company in the Mezzanine Forbearance Agreement shall fail to be correct in all material respects, (v) the filing of a complaint by the Mortgage Lender to foreclose a Mortgage, as defined in the Mortgage Loan Agreement, or a comparable exercise of remedy thereunder, or (vi) the Potential Strategic Party states in writing that it is no longer pursuing a transaction with the Company and is not replaced by a third party pursuing a substantially similar transaction within thirty days.

As of September 30, 2023, the Mezzanine Loan had a balance of \$30.3 million and accrued interest totaled approximately \$9.8 million. See Note 6 – Loans Payable and Secured Line of Credit to our consolidated financial statements for further discussion.

237 11th Loans

In June 2021, we entered into a \$50.0 million senior loan (the "237 11th Senior Loan") provided by Natixis, and a \$10 million mezzanine loan (the "237 11th Mezz Loan" and together with the 237 11th Senior Loan, the "237 11th Loans"), provided by an affiliate of LibreMax, (together the "237 11th Lenders"), bearing interest at a blended rate of 3.05% per annum at that time. The SOFR-based floating rate 237 11th Loans have an initial term of two years and three one-year extension options. The first extension option, which was exercised in July 2023, was not subject to satisfaction of any financial tests, but required a new interest rate cap be purchased by the Company. New interest rate caps were purchased in July 2023. The Company has obtained covenant waivers (Liquidity and Net Worth) from the 237 11th Lenders.

From time to time, properties that we own, acquire or develop may experience defects, including concealed defects, or damage due to natural causes, defective workmanship or other reasons. In these situations, we pursue our rights and remedies as appropriate with insurers, contractors, sellers and others. Due to water damage in apartment units and other property at 237 11th resulting from construction defects which we believe were concealed by the prior ownership team and its contractor, we submitted a notice of claim to our insurance carrier for property damage and business interruption (lost revenue) in September 2018. The insurance carrier subsequently disclaimed coverage for the losses and we filed a complaint against the carrier alleging that it breached the insurance policy by denying coverage. We also filed legal claims against the seller, its parent company, and the general contractor to recover damages arising from defective construction of the building, including defects that resulted in water damage as well as other defects. In addition, the general contractor has impleaded into that litigation several subcontractors who performed work on the property. Management expects to recover some portion of the cost incurred to repair the property through the litigations and/or

settlement negotiations with the seller, its parent company, the general contractor, the subcontractors, and the insurance carrier, although the amount of damages that may be recoverable in litigation and/or potential settlement negotiations are uncertain at this time, as is the timing of receipt of any such payments. We continue to pursue all legal remedies. We incurred significant cash outflows for costs associated with these repairs and remediation, which commenced in September 2019 and was completed by December 31, 2021.

There was an outstanding balance of \$50.0 million on the 237 11th Senior Loan and \$10.0 million on the 237 11th Mezz Loan at September 30, 2023. As of September 30, 2023, the blended interest rate was 5.35% per annum.

Secured Line of Credit

Our \$11.75 million line of credit with Webster Bank (formerly known as Sterling National Bank) is secured by the Paramus, New Jersey property, and guaranteed by Trinity Place Holdings Inc. The Paramus property had been under contract for sale pursuant to a purchase and sale agreement, which was subject to site plan approval. The agreement was terminated by the buyer in January 2023. The secured line of credit was scheduled to mature on May 22, 2023 and bore interest at the prime rate. Effective with an April 2023 amendment, the maturity date was extended to March 22, 2024 and the interest rate was reduced to 2.5% during the period from April 2023 to the new maturity date. The secured line of credit is pre-payable at any time without penalty. As of September 30, 2023, the secured line of credit had an outstanding balance of \$11.75 million.

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Note Payable (250 North 10th Partner Loan)

We owned a 10% interest in a joint venture with TF Cornerstone (the “250 North 10th JV”) formed to acquire and operate 250 North 10th, a 234-unit apartment building in Williamsburg, Brooklyn, New York. In January 2020, the 250 North 10th JV closed on the acquisition of the property for a purchase price of \$137.75 million, of which \$82.75 million was financed through a 15-year mortgage loan (the “250 North 10th Note”) secured by 250 North 10th and the balance was paid in cash. Our share of the equity totaling approximately \$5.9 million was funded through a loan (the “Partner Loan”) from our joint venture partner. The Partner Loan bore interest at 7.0% and was prepayable any time within its four year term. We sold our interest in 250 North 10th to our joint venture partner in February 2023 resulting in net proceeds of approximately \$1.2 million after repayment of our Partner Loan and release from the mortgage guaranty, and we realized a net gain on the sale of approximately \$3.1 million.

Cash Flows

Cash Flows for the Nine Three Months Ended September 30, 2023 March 31, 2024 Compared to the Nine Three Months Ended September 30, 2022 March 31, 2023

Net cash used in operating activities increased by approximately \$7.8 million \$8.5 million to \$1.0 million \$4.4 million for the nine three months ended September 30, 2023 March 31, 2024 from net cash provided by operating activities of \$6.8 million \$4.1 million for the nine three months ended September 30, 2022 March 31, 2023. This increase was mainly due to the sale of 10 residential condominium units at 77 Greenwich Recapitalization Transactions that occurred on February 14, 2024 where Trinity transferred assets and liabilities to the TPHGreenwich.

Net cash used in investing activities increased by approximately \$14.1 million to \$6.9 million for the nine three months ended September 30, 2023 as compared to the sale of 11 residential condominium units for the nine months ended September 30, 2022, an increase in accounts payable and accrued expenses over the same period last year, and an increase in prepaid expenses and other assets, March 31, 2024 from net and receivables compared to the same period last year.

Net cash provided by investing activities decreased by approximately \$10.2 million to \$7.1 million of \$7.2 million for the nine three months ended September 30, 2023 from \$17.3 million for the nine months ended September 30, 2022 March 31, 2023. The

decrease cash used in investing activities was due to the Recapitalization Transactions that occurred on February 14, 2024 where Trinity transferred cash to TPHGreenwich. The cash provided by investing activities was due to \$17.4 million in sale proceeds from the sale of our 50% interest in The Berkley in April 2022 as compared to \$7.2 million in sale proceeds from the sale of our 10% interest in the 250 North 10th joint venture property in February 2023.

Net cash used in provided by financing activities decreased increased by approximately \$18.2 million \$21.6 million to \$19.1 million \$7.0 million for the nine three months ended September 30, 2023 March 31, 2024 from \$37.3 million for the nine months ended September 30, 2022. The decrease in net cash used in financing activities of \$14.6 million for the three months ended March 31, 2023. The increase in net cash provided by financing activities primarily relates to the proceeds from loans and corporate credit facility of approximately \$2.5 million as well as the approximate \$25.9 million \$4.5 million from the sale of stock related to the Recapitalization Transactions during the three months ended March 31, 2024, as compared to the approximate \$16.5 million in repayments of loans, corporate credit facility and notes payable and \$7.0 million for the three months ending March 31, 2023 partially offset by \$2.0 million in borrowings for from the nine months ending September 30, 2023 as compared to \$45.4 million in repayments of loans and the secure secured line of credit and \$8.4 million of borrowings for the nine three months ending September 30, 2022 March 31, 2023.

Net Operating Losses

We believe that our U.S. federal NOLs as of the emergence date of the Syms bankruptcy were approximately \$162.8 million and believe our U.S. federal NOLs, and other tax loss carryforwards, and state NOLs and other tax loss

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carryforwards were approximately \$329.3 million and \$290.6 million, respectively, and our New York State and New York City prior NOL conversion subtraction pools of approximately \$27.9 million and \$22.9 million, respectively, as of September 30, 2023 were approximately \$305.4 million March 31, 2024. In connection with the conveyance of the school condominium to the SCA, we applied approximately \$11.6 million of federal NOLs against taxable capital gains of approximately \$18.5 million. Since 2009 through September 30, 2023 March 31, 2024, we have utilized approximately \$20.1 million of the federal NOLs.

Based on management's assessment, it is more likely than not that the entire deferred tax assets will not be realized by future taxable income or tax planning strategies. Accordingly, a valuation allowance of \$88.2 million \$87.6 million was recorded as of September 30, 2023 March 31, 2024.

We believe that certain of the transactions that occurred in connection with our emergence from bankruptcy in September 2012, including the rights offering and the redemption of the Syms shares owned by the former majority shareholder of Syms in accordance with the Plan, resulted in us undergoing an "ownership change," as that term is used in Section 382 of the Code. However, while the analysis is complex and subject to subjective determinations and uncertainties, we believe that we should qualify for treatment under Section 382(l)(5) of the Code. As a result, we believe that our NOLs are not subject to an annual limitation under Section 382. However, if we were to undergo a subsequent ownership change in the future, our ability to utilize our NOLs could be subject to limitation under Section 382. In addition, the TCJA limited the deductibility of NOLs arising in tax years beginning after December 31, 2017 to 80 percent of taxable income (computed without regard to the net operating loss deduction) for the taxable year. However, the CARES Act suspended the 80%

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limitation on the use of NOLs for tax years beginning before January 1, 2021, and allowed losses arising in taxable years beginning after December 31, 2017 and before January 1, 2021 to be carried back up to five years.

Even if all of our regular U.S. federal income tax liability for a given year is reduced to zero by virtue of utilizing our NOLs, we may still be subject to state, local or other non-federal income taxes.

Our certificate of incorporation includes a provision intended to help preserve certain tax benefits primarily associated with our NOLs. This provision generally prohibits transfers of stock that would result in a person or group of persons becoming a 4.75% stockholder, or that would result in an increase or decrease in stock ownership by a person or group of persons that is an existing 4.75% stockholder.

Cautionary Note Regarding Forward-Looking Statements

This Quarterly Report on Form 10-Q, including information included or incorporated by reference in this Quarterly Report on or any supplement to this Quarterly Report, may include forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended and the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and information relating to us that are based on the beliefs of management as well as assumptions made by and information currently available to management. These forward-looking statements include, but are not limited to, statements about our plans, objectives, expectations and intentions that are not historical facts, and other statements identified by words such as "may," "will," "expects," "believes," "plans," "estimates," "potential," or "continues," or the negative thereof or other and similar expressions. In addition, in some cases, you can identify forward-looking statements by words or phrases such as "trend," "potential," "opportunity," "believe," "comfortable," "expect," "anticipate," "current," "intention," "estimate," "position," "assume," "outlook," "continue," "remain," "maintain," "sustain," "seek," "achieve," and similar expressions. Such statements reflect our current views with respect to future events, the outcome of which is subject to certain risks, including among others: others:

- we are currently in default of covenants under the 77 Mortgage Loan, Mezzanine Loan and Corporate Credit Facility. While we entered into a forbearance agreement with respect to the 77 Mortgage Loan and are in active discussions with the lender regarding an extension, a condition to continued forbearance was not met and the agreement terminates in any event on November 15, 2023, unless extended or additional forbearance is granted. Similarly, while we have entered into forbearance agreements with the respective lenders under the Mezzanine Loan and Corporate Credit Facility, the forbearance period under these agreements expires on December 31, 2023, in each case if not terminated earlier in accordance with their terms. Although we are in active discussions with our 77 Mortgage Lender regarding an extension or additional forbearance, outstanding borrowings thereunder are or may become due and payable on November 15, 2023, and outstanding borrowings under the other facilities could be accelerated and become immediately payable on or prior to December 31, 2023, in each case if we are not able to enter into additional forbearance or amendment agreements with these lenders prior to the exercise of remedies by them at any time forbearance agreements are not in effect;
- the Potential Strategic Party has indicated to the Company its intent to not proceed at this time with the potential strategic transaction on the terms provided for in the previously disclosed term sheet with such party, and a new strategic counterparty may not be identified and/or definitive agreements entered into or a closing occur, before the Company's cash resources are expended, absent a new financing, which cannot be assured;
- our existing capital resources will not be sufficient to fund our operations beyond the next few months if we are not successful in consummating a strategic transaction and/or raising additional capital, and extending, restructuring, amending or otherwise resolving our debt maturities;
- risks and uncertainties as to the terms, timing, structure, benefits and costs of capital raising or strategic transaction or restructuring in or out of court, and whether one will be consummated on terms acceptable to us or at all, and if it is, what the benefits to shareholders will be, if any;
- our limited cash resources, generation our only source of minimal revenues from operations, revenue is an asset management fee, and our reliance on external sources of financing capital to fund operations in the future;
- risks associated with we have not generated an operating profit and consequently our debt business plan is difficult to evaluate and upcoming debt maturities and other payment obligations and the risk of defaults on our obligations, debt service requirements and covenant compliance;

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- our ability to obtain additional financing and refinance existing loans and on favorable terms; long-term viability cannot be assured;
- risks associated with covenant restrictions in our loan documents that could limit our flexibility to execute our business plan;
- our ability to execute our business plan, including as it relates to the development of and sale of residential condominium units at our largest asset, 77 Greenwich;
- risks associated with the Company evaluating and potentially consummating a strategic transaction, including the risk that the Company may fail to realize the anticipated benefits of any such transaction;
- we are subject to risks associated with TPHGreenwich, including that we may not receive any distributions from TPHGreenwich;

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- one of our primary business purposes following the Recapitalization Transactions is to act as asset manager for the properties owned by TPHGreenwich in accordance with the terms and conditions of the Asset Management Agreement which can be terminated by TPHGreenwich at any time with or without cause;
- we are subject to extensive covenants, and the Investor has many consent and approval rights, under the Stock Purchase Agreement, many of which survive indefinitely following the closing of the Recapitalization Transactions;
- our ~~investment~~ revenues and the value of our portfolio are affected by a number of factors that affect investments in property development may be more costly than anticipated leased commercial and ~~investment~~ returns from our properties planned to be developed may be less than anticipated; residential real estate generally;
- the loss of key personnel upon whom we depend to operate our business would adversely affect our business;
- our ability to utilize our NOLs to offset future taxable income and capital gains for U.S. Federal, state and local income tax purposes;
- TPHGreenwich and its subsidiaries are subject to leverage and face risks generally associated with such debt, including an increased risk of default on the such entity's obligations and an increase in debt service requirements that could adversely affect our financial condition and results of operations;
- covenants in the loan agreements could limit TPHGreenwich's flexibility and adversely affect our financial condition;
- the Company Investor is the lender under the CCF, and an affiliate of the Company Investor and JV Investor is the lender under the 77G Mezzanine Loan, which could create a conflict of interest;
- adverse trends in the New York City residential condominium market;
- general economic and business conditions, including with respect to real estate, and their effect on the New York City residential real estate market in particular;
- our TPHGreenwich's ability to enter into new leases and renew existing leases with tenants at ~~our~~ the commercial and residential properties;
- we may acquire properties subject to unknown or known liabilities, with limited or no recourse to the seller;
- risks associated with the effect that rent stabilization regulations may have on our TPHGreenwich's ability to raise and collect rents;
- competition for new acquisitions and investments;
- risks associated with acquisitions and investments in owned and leased real estate;
- risks associated with joint ventures;
- our TPHGreenwich's ability to maintain certain state tax benefits with respect to certain of ~~our~~ the properties;

- **our TPHGreenwich's** ability to obtain required permits, site plan approvals and/or other governmental approvals in connection with the development or redevelopment of **our the** properties;
- costs associated with complying with environmental laws and environmental contamination, as well as the Americans with Disabilities Act or other safety regulations and requirements;
- **loss of key personnel;**
- the effects of new tax laws;
- **our ability to utilize our NOLs to offset future taxable income and capital gains for U.S. Federal, state and local income tax purposes;**
- risks associated with current political and economic uncertainty, and developments related to the outbreak of contagious diseases;
- risks associated with breaches of information technology systems;
- stock price volatility and other risks associated with a lightly traded stock;
- **our common stock may be delisted;**
- **we are eligible to terminate the registration of our common stock under the Exchange Act and cease being a U.S.**

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public company with reporting obligations and we may do so in the near future;

- stockholders may be diluted by the issuance of additional shares of common stock or securities convertible into common stock in the future;
- a declining stock price may make it more difficult to raise capital in the future;

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- the influence of certain significant stockholders;
- limitations in our charter on transactions in our common stock by substantial stockholders, designed to protect our ability to utilize our NOLs and certain other tax attributes, may not succeed and/or may limit the liquidity of our common stock;
- certain provisions in our charter documents and Delaware law may have the effect of making more difficult or otherwise discouraging, delaying or deterring a takeover or other change of control of us;
- certain provisions in our charter documents may have the effect of limiting our stockholders' ability to obtain a favorable judicial forum for certain disputes; and
- unanticipated difficulties which may arise and other factors which may be outside our control or that are not currently known to us or which we believe are not material.

In evaluating such statements, you should specifically consider the risks identified under the section entitled "Risk Factors" in our **2022 2023 Annual Report for the year ended December 31, 2022 December 31, 2023**, as filed with the Securities and Exchange Commission (the "SEC") on **March 31, 2023 March 29, 2024**, as amended on **April 29, 2024**, and under the section entitled "Risk Factors" in this Quarterly Report on Form 10-Q, any of which could cause actual results to differ materially from the anticipated

results. Should one or more of these risks or uncertainties materialize, or should underlying assumptions prove incorrect, actual results or outcomes may vary materially from those contemplated by any forward looking statements. Subsequent written and oral forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by the cautionary statements in this paragraph and elsewhere described in our **2022****2023** Annual Report, this Form 10-Q and other reports filed with the SEC. All forward-looking statements speak only as of the date of this Form 10-Q or, in the case of any documents incorporated by reference in this Form 10-Q, the date of such document, in each case based on information available to us as of such date, and we assume no obligation to update any forward-looking statements, except as required by law.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

As a smaller reporting company, we are not required to provide the disclosure required by this Item.

Item 4. Controls and Procedures

a) Evaluation of Disclosure Controls and Procedures

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer (the "CEO") and Chief Financial Officer (the "CFO"), as appropriate, to allow timely decisions regarding required disclosure based closely on the definition of "disclosure controls and procedures" in Rule 13a-15(e) of the Exchange Act. Notwithstanding the foregoing, a control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that it will detect or uncover failures within the Company to disclose material information otherwise required to be set forth in our periodic reports.

Our management, with the participation of our CEO and CFO, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) promulgated under the Exchange **Act**) as of the end of the period covered by this Quarterly Report on Form 10-Q. Based on such evaluation, our CEO and CFO have concluded that as of **September 30, 2023****March 31, 2024**, our disclosure controls and procedures were effective.

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b) Internal Control Over Financial Reporting

Other than changes related to the remediation of the material weaknesses described below, there **There** **were no changes in our internal control over financial reporting identified in management's evaluation pursuant to Rules 13a-15(d) or 15d-15(d) of the Exchange Act during the period covered by this Quarterly Report on Form 10-Q that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.**

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Previously Reported Material Weakness in Internal Control over Financial Reporting

A material weakness is a deficiency, or a combination of deficiencies, in internal control over financial reporting, such that there is a reasonable possibility that a material misstatement of our annual or interim financial statements will not be prevented or detected on a timely basis. In connection with the preparation of our consolidated financial statements as of and for the quarter ended June 30, 2022, our management identified two material weaknesses in our internal control over financial reporting related to errors identified in connection with the accounting treatment regarding the overcapitalization of internally allocated construction related costs related to the development project at 77 Greenwich and a disclosure error in the classification on the balance sheets of our 77 Greenwich property which was classified as real estate under development in real estate and is now classified as residential condominium units for sale. There was also a restatement on the statement of cash flows from investing activities to operating activities related to this error. Our management communicated the results of its assessment to the Audit Committee of the Board of Directors of the Company.

As disclosed in Item 4. "Controls and Procedures" of our Quarterly Report on Form 10-Q for the quarterly period ending March 31, 2022 and June 30, 2022, we previously identified a material weakness in our internal control over financial reporting related to an error identified in connection with the classification of a property as real estate under development which was not subsequently reported as an operating property when circumstances at the property changed, resulting in the incorrect capitalization of certain costs.

Remediation

The Company's management is committed to maintaining a strong internal control environment. In response to the material weaknesses identified above, management, with the oversight of the Audit Committee of the Board of Directors, evaluated the material weaknesses described above and designed a remediation plan to enhance the Company's internal control environment. To remediate the material weaknesses, the Company's management performed an evaluation of the relevant controls, and implemented procedures to enhance documentation, and retain incremental evidence that supports the effectiveness of controls related to the additional procedures to ensure the properties we own are properly classified as either an operating property or property under development, and that we are capitalizing the appropriate amount of internally allocated construction related costs related to the development project at 77 Greenwich Street. These enhanced procedures were implemented as of January 1, 2023, and have been monitored for effectiveness. Based on the successful monitoring of these enhanced procedures, the Company concluded that the material weaknesses identified above have been remediated as of the date of this report.

PART II. OTHER INFORMATION

Item 1. Legal Proceedings

In the normal course of business, we are party to routine legal proceedings. Based on advice of counsel and available information, including current status or stage of proceedings, and taking into account accruals where they have been established, management currently believes that any liabilities ultimately resulting from litigation we are currently involved in will not, individually or in the aggregate, have a material adverse effect on our consolidated financial position, results of operations or liquidity.

Item 1A. Risk Factors

Numerous factors affect our business and results of operations, many of which are beyond our control. In addition to information set forth in this Quarterly Report, you should carefully read and consider "Item 1A. Risk Factors" in Part I and "Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations" in Part II of our 2023 Annual Report, on Form 10-K for the year ended December 31, 2022, which describe significant risks that may cause our actual results of operations in future periods to differ materially from those currently anticipated or expected.

We are currently in default of covenants under the 77 Mortgage Loan, Mezzanine Loan and Corporate Credit Facility. While we entered into a forbearance agreement with respect to the 77 Mortgage Loan and are in active discussions with the lender regarding an extension, a condition to continued forbearance was not met and the agreement terminates in any event on November 15, 2023, unless extended or additional forbearance is

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granted. Similarly, while we have entered into forbearance agreements with the respective lenders under the Mezzanine Loan and Corporate Credit Facility, the forbearance period under these agreements expires on December 31, 2023, in each case if not terminated earlier in accordance with their terms. Although we are in active discussions with our 77 Mortgage Lender regarding an extension or additional forbearance, outstanding borrowings thereunder are or may become due and payable on November 15, 2023, and outstanding borrowings under the other facilities could be accelerated and become immediately payable on or prior to December 31, 2023, in each case if we are not able to enter into additional forbearance or amendment agreements with these lenders prior to the exercise of remedies by them at any time forbearance agreements are not in effect.

As of September 30, 2023 and November 14, 2023, we were in default under the 77 Mortgage Loan, Mezzanine Loan and Corporate Credit Facility as a result of the MLA Forbearance Defaults, Mezzanine Forbearance Defaults and CCF Forbearance Defaults, respectively. We entered into forbearance agreements with the lenders under these facilities. A condition to continued forbearance in the 77 Mortgage Loan Agreement was not met and in any event the forbearance period expires on November 15, 2023, although the Company is in active discussions with its 77 Mortgage Lender regarding an extension of the forbearance period. In addition, the forbearance periods under the Mezzanine Loan and Corporate Credit Facility terminate no later than December 31, 2023. See Note 6 - Loans Payable and Secured Line of Credit for a discussion regarding the defaults and the terms of the forbearance agreements. Although the Company is in active discussions with the 77 Mortgage Lender regarding additional forbearance and a restructuring of its loan, there is no assurance that agreements will be entered into and that the lender will not exercise its rights and remedies, including seeking to foreclose on the property and assets securing the loan, among other remedies. In addition, if the Company is not able to resolve the defaults with the other lenders through a waiver or other amendment, and/or refinance of the obligations under the facilities, those lenders will also have the right, following the forbearance period, to exercise their rights and remedies with respect to such defaults. In such event, the lenders could demand immediate repayment of the outstanding borrowings and terminate the facilities and they could also seek to foreclose on the assets securing the loans among other remedies. The exercise of any such rights and remedies by the 77 Mortgage or Mezzanine Lenders may also trigger claims by purchasers under signed residential unit contracts at 77 Greenwich to rescind such contracts or an order from the NYS Department of Law to make an offer of rescission. We do not have sufficient liquidity to repay the indebtedness under the 77 Mortgage Loan or the other facilities. We are seeking a resolution with our lenders prior to exercise of remedies by any lenders; however, there can be no assurance that we will be able to obtain additional forbearance from the 77 Mortgage Lender or the other lenders or complete a restructuring or refinancing and/or obtain an acceptable waiver or amendment under all or any of the facilities on terms acceptable to us, or at all. Failure to obtain additional forbearance from our 77 Mortgage Lender or other lenders before they exercise remedies, and failure to secure additional waivers, amendments or alternative financings prior to the exercise of remedies by any of our lenders, would have a material adverse effect on the Company and its financial condition and we would be forced to consider all available alternatives, including filing for bankruptcy protection, liquidating or dissolving.

We have a limited amount of unrestricted cash and liquidity and variable cash needs. If we are not successful in identifying a strategic party and consummating a strategic transaction, raising significant additional capital and/or receiving significant amounts on account of our claims involving 237 11th in a timely manner, we will have insufficient cash and liquidity to service our debt and pay operating expenses and other obligations beyond the next few months, which would have a material adverse effect on our business and financial condition and we would be forced to consider all available alternatives, including filing for bankruptcy protection, liquidating or dissolving.

We have a limited amount of unrestricted cash and liquidity available for working capital and our cash needs are significant and variable under different circumstances, including near term debt maturities and other payment obligations. The Company's cash and cash equivalents will not be sufficient to fund the Company's operations, debt service, amortization and maturities and corporate expenses beyond the next few months, unless we are able to both extend or refinance our maturing debt and also raise additional capital or enter into a strategic transaction, creating substantial doubt about our ability to continue as a going concern. Whether or not we are able to enter into a transaction, we may not have sufficient resources to pay our advisors and service providers amounts due or claimed. Management is currently in active discussions with the Company's lenders regarding the deferment of upcoming payments and exploring opportunities to secure additional funding through the sale of assets, refinancings of outstanding indebtedness, and equity or debt financings or other sources. The Company also continues to explore a range of strategic and financing alternatives to maximize stockholder value. We have engaged the Advisors in connection with our strategic review

process and to assist us in identifying and evaluating potential alternatives. Potential strategic alternatives being evaluated include securing an equity and/or debt financing of the Company, refinancing of existing debt, and/or a sale or merger or reverse merger of the Company.

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However, there is no assurance that we will be successful in reaching agreements with our lenders, consummating any such strategic transaction or obtaining capital sufficient to meet our operating needs, in each case, on terms or a timeframe acceptable to us or at all. In August 2023, the Company entered into term sheets with the Potential Strategic Party, and an affiliate of its current CCF Lender and Mezzanine Lender; however, the Potential Strategic Party recently indicated to the Company its intent to not proceed with the strategic transaction and there can be no assurance that the Company will be able to complete a strategic transaction. In addition, if funds are raised by issuing equity securities, dilution to existing shareholders will result and future investors may purchase shares at prices below current market values and/or be granted rights superior to those of existing shareholders. Even if a strategic transaction and/or other transaction is entered into, the benefits to shareholders, if any, of such transactions are uncertain. Further, in the event that we are unable to identify or consummate such transactions, we would be required to evaluate additional alternatives in restructuring our business and our capital structure, including but not limited to, a transaction with our corporate facility lender and/or an affiliate to holistically resolve the liabilities under the corporate credit facility and address other material liabilities, the restructuring of the 77 Greenwich Mortgage Loan, filing for bankruptcy protection, liquidating, dissolving and/or seeking another out-of-court restructuring of our liabilities or liquidation. See Part I. Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operation - Liquidity and Capital Resources and Note 1 - Business to our consolidated financial statements for more information regarding our ability to continue as a going concern and related matters.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds, and Issuer Purchases of Equity Securities

Recent Sales of Unregistered Securities

None.

Issuer Purchases of Equity Securities

None.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not Applicable.

Item 5. Other Information

None. Trading Arrangements

During the fiscal quarter ended March 31, 2024, none of our directors and officers (as defined in Rule 16a-1(f) under the Exchange Act) adopted or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K.

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Item 6. Exhibits

	3.1	<u>Amended and Restated Certificate of Incorporation of <u>Trinity</u> Place Holdings Inc. (incorporated by reference to Exhibit 3.1 of the Form 8-K filed by us on February 13, 2015).</u>
	3.2	<u>Bylaws of Trinity Place Holdings Inc. (incorporated by reference to Exhibit 3.2 of the Form 8-K filed by us on September 19, 2012).</u>
10.1*	10.1 <u>Forbearance Stock Purchase Agreement, dated as of <u>August 24, 2023</u> <u>January 5, 2024</u>, by and among TPHGreenwich Subordinate Mezz LLC, as borrower, between Trinity Place Holdings Inc., TPHS Lender LLC and TPHS Investor LLC (incorporated by reference to Exhibit 10.1 of the Form 8-K filed on January 10, 2024).</u>	
10.2	Amendment to Stock Purchase Agreement, dated as <u>indemnitor</u>, of <u>January 30, 2024</u>, by and between Trinity Place Holdings Inc., TPHS Lender LLC and TPHS Investor LLC (incorporated by reference to Exhibit 10.1 of the Form 8-K filed on February 5, 2024).	
10.3	Amended and Restated Limited Liability Company Operating Agreement of TPHGreenwich Mezz Holdings LLC, dated as of <u>February 14, 2024</u>, by and between TPHS Investor LLC and Trinity Place Holdings Inc. (incorporated by reference to Exhibit 10.4 of the Annual Report on Form 10-K filed on March 29, 2024).	
10.4	Asset Management Agreement, dated as of <u>February 14, 2024</u>, between TPH Asset Manager LLC and TPHGreenwich Holdings LLC (incorporated by reference to Exhibit 10.5 of the Annual Report on Form 10-K filed on March 29, 2024).	

10.5 [Amended and Restated Credit Agreement, dated as of February 14, 2024, among TPHGreenwich Holdings LLC, as additional pledgor, Borrower, certain subsidiaries of the borrower from time to time party thereto, as Guarantors, the initial lenders named therein, as Initial Lenders, and Mount Street US \(Georgia\) LLP, as administrative agent \(incorporated by reference to Exhibit 10.6 of the Annual Report on Form 10-K filed on March 29, 2024\).](#)

10.6 [Second Amendment to Amended and Restated Mezzanine Loan Agreement and Loan Documents, dated as of February 14, 2024, by and among TPHS Lender II LLC, as lender and TPHS Lender II LLC, as administrative agent, TPHGreenwich Subordinate Mezz LLC, as borrower and Trinity Place Holdings Inc., as released Trinity guarantor \(incorporated by reference to Exhibit 10.9 of the Annual Report on Form 10-K filed on March 29, 2024\).](#)

10.2* 10.7 [Forbearance Third Amendment to Master Loan Agreement and Loan Documents, dated as of August 24, 2023 February 14, 2024, by and among Trinity Place Holdings Inc., as borrower, each subsidiary of borrower listed on the signature pages thereto, as a guarantor, TPH MPF Greenwich Lender LLC, as lender, and TPHS Lender LLC, as administrative agent.](#)

10.3* [Forbearance Agreement, dated as of September 1, 2023, by and among TPHGreenwich Owner LLC, as borrower, Trinity Place Holdings Inc., and certain additional parties thereto, as indemnitor, and Macquarie PF Inc., as administrative agent and lender guarantors \(incorporated by reference to Exhibit 10.13 of the Annual Report on Form 10-K filed on March 29, 2024\).](#)

10.8 [Warrant Cancellation Agreement, dated as of February 14, 2024, by and between TPHS Lender LLC and Trinity Place Holdings Inc. \(incorporated by reference to Exhibit 10.21 of the Annual Report on Form 10-K filed on March 29, 2024\).](#)

10.9 [Registration Rights Agreement, dated as of February 14, 2024, by and between Trinity Place Holdings Inc. and the investor identified on Schedule A therein \(incorporated by reference to Exhibit 10.22 of the Annual Report on Form 10-K filed on March 29, 2024\).](#)

10.10 [Letter Agreement, dated as of March 27, 2024, by and among Trinity Place Holdings Inc., TPHS Lender LLC and TPHS Investor LLC \(incorporated by reference to Exhibit 10.1 of the Current Report on Form 8-K filed on April 2, 2024\).](#)

31.1*

Certification
of _____ Chief
Executive
Officer
pursuant to
Rule 13a-
14(a) under
the
Securities
and
Exchange
Act of 1934,
as adopted
pursuant to
Section 302
of _____ the
Sarbanes-
Oxley Act of
2002.

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32.1** [Certification of Chief Executive Officer pursuant to Rule 13a-14\(b\) under the Securities and Exchange Act of 1934 and 18.U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.](#)

32.2** [Certification of Chief Financial Officer pursuant to Rule 13a-14\(b\) under the Securities and Exchange Act of 1934 and 18.U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.](#)

101* The following materials from our Quarterly Report on Form 10-Q for the period ended **September 30, 2023** **March 31, 2024** formatted as inline XBRL (eXtensible Business Reporting Language): (i) Consolidated Balance Sheets as of **September 30, 2023** **March 31, 2024** and **December 31, 2022** **December 31, 2023**, (ii) Consolidated Statements of Operations and Comprehensive **Loss** **Income (Loss)** for the three **and nine** months ended **September 30, 2023** **March 31, 2024** and **September 30, 2022** **March 31, 2023**, (iii) Consolidated Statements of Stockholders' **Equity (Deficit)** **Equity** for the three **and nine** months ended **September 30, 2023** **March 31, 2024** and **September 30, 2022** **March 31, 2023**, (iv) Consolidated Statements of Cash Flows for the **nine** **three** months ended **September 30, 2023** **March 31, 2024** and **September 30, 2022** **March 31, 2023**, (v) Notes to Consolidated Financial Statements and (vi) Cover Page Interactive Data File.

104* Cover Page Interactive Data File (formatted as inline XBRL and contained in Exhibit 101)

* Filed herewith

** Furnished herewith

¥ Certain confidential portions (indicated by brackets and asterisks) have been omitted from this exhibit in accordance with the rules of the SEC.

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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.

TRINITY PLACE HOLDINGS INC.

Date: **November 14, 2023** **May 15, 2024**

By /s/ Matthew Messinger

MATTHEW MESSINGER
PRESIDENT and CHIEF EXECUTIVE OFFICER
(Principal Executive Officer)

Date: **November 14, 2023** **May 15, 2024**

By /s/ Steven Kahn

STEVEN KAHN
CHIEF FINANCIAL OFFICER
(Principal Financial Officer)

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Exhibit 10.1

FORBEARANCE AGREEMENT

This Forbearance Agreement (this "Agreement") is made as of August 24, 2023 (the "Forbearance Effective Date"), by and among TRINITY PLACE HOLDINGS INC., a Delaware corporation (the "Borrower"), each Subsidiary of the Borrower listed on the signature pages hereto, as a Guarantor (the "Guarantors"), TPHS LENDER LLC, a Delaware limited liability company, as lender ("Lender"), and TPHS LENDER LLC, a Delaware limited liability company, as administrative agent for the benefit of Lender ("Administrative Agent"). Borrower and Guarantors are herein referred to individually as a "Borrower Party" and collectively as the "Borrower Parties". Lender and Administrative Agent are herein referred to individually as a "Lender Party" and collectively as the "Lender Parties".

RECITALS:

A. Reference is hereby made to that certain Credit Agreement dated as of December 19, 2019, by and among Borrower, Guarantors, and the Lender Parties thereto (as (i) amended by that certain Amendment No. 1 to Credit Agreement, dated as of January 30, 2020, by and among Borrower, the Administrative Agent and the Initial Lender, (ii) amended by that certain letter, dated as of January 30, 2020, from Borrower as consented to by the Initial Lender and acknowledged by the Administrative Agent, (iii) amended by that certain Amendment No. 2 to Credit Agreement, dated as of December 22, 2020, by and among Borrower, the Administrative Agent and the Initial Lender, (iv) amended by that certain Amendment No. 3 to Credit Agreement, dated as of October 22, 2021, by and among Borrower, the Administrative Agent and the Initial Lender, (v) amended by that certain Amendment No. 4 to Credit Agreement, dated as of November 10, 2021, by and among Borrower, the Administrative Agent and the Initial Lender, (vi) amended by Amendment No. 5 to Credit Agreement, dated as of November 30, 2022, by and among the Borrower, the other Loan Parties party thereto, the Lender and the Administrative Agent, (vii) amended by Amendment No. 6 to Credit Agreement, dated as of April 21, 2023, by and among the Borrower, the other Loan Parties party thereto, the Lender and the Administrative Agent, (viii) amended by Amendment No. 7 to Credit Agreement, dated as of June 9, 2023, by and among the Borrower, the other Loan Parties party thereto, the Lender and the Administrative Agent, and (ix) as further amended, restated, replaced or otherwise modified from time to time, the "Loan Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Loan Agreement.

B. As used herein, the Loan Agreement and all other instruments evidencing, securing or pertaining to the Loan including the Notes, each Guaranty Supplement, and the Security Agreement, now or from time to time hereafter executed and delivered to Lender and/or Administrative Agent in connection with the Loan, are referred to collectively herein as the "Loan Documents".

C. Reference is hereby made to (i) that certain Master Loan Agreement dated as of October 22, 2021 by and between TPHGreenwich Owner LLC ("Mortgage Borrower") and Macquarie PF Inc. ("Mortgage Lender") (as heretofore amended and as the same may be further amended, restated, replaced or otherwise modified from time to time, the "Master Loan Agreement"), pursuant to which Mortgage Lender agreed to make to Mortgage Borrower (x) a term loan in the principal amount of \$28,961,945.00, and (y) a building loan in the maximum

aggregate principal amount to \$128,197,878.00, and (ii) that certain Project Loan Agreement dated as of October 22, 2021 by and between Mortgage Borrower and Mortgage Lender (as heretofore amended and as the same may be further amended, restated, replaced or otherwise modified from time to time, the "Project Loan Agreement"; the Master Loan Agreement and the Project Loan Agreement, collectively, the "Mortgage Loan Agreement"), pursuant to which Mortgage Lender agreed to make to Mortgage Borrower a project loan in the maximum aggregate principal amount of \$9,540,177.00.

D. The Borrower Parties have requested, and the Lender Parties have agreed, to forbear from exercising their rights and remedies under the Loan Documents and/or applicable law with respect to the prospective defaults, prospective Event of Default and Events of Defaults set forth on Annex I (all of the foregoing, including any cross-defaults resulting therefrom, collectively, the "Forbearance Defaults"), subject to the terms and conditions set forth herein.

E. Reference is hereby also made to the term sheets attached hereto as Exhibits A and B (the "Term Sheets") which describe, in summary form, transactions (the "Strategic Transaction") that the Borrower Parties and their affiliates are willing to consummate.

NOW THEREFOR, in consideration of the promises set forth above and the covenants and agreements hereafter set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged by all parties, it is agreed as follows:

1. Incorporation of Recitals. The Parties hereby represent and acknowledge that the foregoing recitals are true and accurate, and said foregoing recitals are hereby incorporated herein as part of this Agreement as though set forth at length herein.

2. **Forbearance.** Notwithstanding the Forbearance Defaults, and subject to the provisions of this Agreement, the Lender Parties agree that, until the expiration or earlier termination of the Forbearance Period (as defined below), the Lender Parties will forbear from exercising their rights and remedies under the Loan Documents and/or applicable law solely with respect to the Forbearance Defaults; provided, however, that nothing herein shall restrict, impair or otherwise affect the exercise of the Lender Parties' rights under this Agreement; and provided, further, that no such forbearance shall constitute a waiver with respect to the Forbearance Defaults (other than as set forth in the following sentence) and during the Forbearance Period, to the extent permitted by the Loan Documents, Lender shall be entitled to cure Mortgage Loan Events of Default and make any protective advances (except to the extent that Mortgage Lender is forbearing from taking action with respect to such Forbearance Defaults pursuant to a forbearance agreement acceptable to Lender). Notwithstanding anything to the contrary contained herein, if, on or prior to the expiration (but not earlier termination) of the Forbearance Period, the Borrower Parties have satisfied the conditions to such forbearance set forth in Section 4 below and Mortgage Lender has waived the Forbearance Defaults that arise as a result of Mortgage Loan Defaults, the Lender Parties shall be deemed to have waived the Forbearance Defaults and shall have no right to exercise any rights or remedies under the Loan Documents and/or applicable law solely with respect to the Forbearance Defaults; provided that to the extent that any Borrower Party makes any payment(s) to the Lender Parties which payment(s) or any portion thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required, in connection with any bankruptcy, insolvency, reorganization, dissolution, liquidation or other like proceeding or for any other

reason, to be repaid or paid over to a custodian, trustee, receiver or any other party under any bankruptcy act, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the obligation or part thereof intended to be satisfied shall be revived and continue in full force and effect as if such payment(s) had not been made and the Borrower Parties shall be primarily liable for the revived obligations. The foregoing sentence shall not be construed and is not intended to preclude the Lender Parties from exercising their rights and remedies under the Loan Documents and/or applicable law with respect to the existence of the Forbearance Defaults after the expiration (other than expiration after satisfaction of the conditions to forbearance as set forth above) or earlier termination of the Forbearance Period.

3. **Forbearance Period.** The "Forbearance Period" shall mean the period beginning on the Forbearance Effective Date and ending on the date of the consummation of the Strategic Transaction. In no event shall the Forbearance Period be extended except by a writing signed by the Lender Parties. Notwithstanding the foregoing, the Forbearance Period shall immediately terminate upon (i) December 31, 2023, (ii) the occurrence of any Event of Default other than the Forbearance Defaults, (iii) the failure of Borrower to satisfy the then applicable conditions to forbearance as set forth in this Agreement, time being of the essence with respect to such satisfaction, (iv) the failure of any representation or warranty made by the Borrower Parties in Section 7 of this Agreement to be true and correct in all material respects, (v) the filing of a complaint in a court of competent jurisdiction by the Mortgage Lender to foreclose a Mortgage (as defined in the Mortgage Loan Agreement) or a comparable exercise of remedy under the Mortgage Loan Agreement or other Loan Document (as defined in the Mortgage Loan Agreement) or (vi) Conversant Capital LLC states in writing that it is no longer pursuing a transaction with Borrower on substantially similar terms (with such revisions as are reasonably acceptable to Lender) to those outlined in the executed term sheet dated August 24, 2023, and is not replaced by a third party that is pursuing a substantially similar transaction (with such revisions as are reasonably acceptable to Lender) within thirty (30) days after such termination (each referred to herein individually and collectively as a "Termination Event"). Upon the expiration or earlier termination of the Forbearance Period as a result of the occurrence of a Termination Event, the Lender Parties may pursue and/or commence any legal or other action to enforce and collect any or all of the Borrower Parties' obligations under the Loan Documents, which shall include, without limitation, the right to collect interest at the Default Rate on a retroactive basis from and including the date any Forbearance Default occurred.

4. **Conditions to Forbearance.** As a material inducement for the Lender Parties to enter this Agreement and to forbear from enforcing its rights under the Loan Documents during the Forbearance Period on the terms set forth in this Agreement, and as an express condition of such forbearance, the Borrower Parties agree as follows:

- a. No later than August 31, 2023, the Borrower Parties shall have signed term sheets substantially in the form of the Term Sheets for a Strategic Transaction and are diligently working to document and to consummate the Strategic Transaction;
- b. No later than December 31, 2023, the Borrower Parties shall have consummated a Strategic Transaction; and

- c. Borrower hereby waives any notice and/or cure periods set forth in the Loan Documents solely with respect to the Forbearance Defaults.

5. **Time of the Essence.** Time is of the essence in this Agreement.

6. **Default Interest.** Subject to the satisfaction of all conditions to forbearance set forth herein prior to the expiration of the Forbearance Period, the Lender Parties shall waive Borrower's obligation to pay interest calculated at the Default Rate (and Administrative Agent shall accept payments of interest calculated at the Interest Rate during the Forbearance Period in lieu thereof); provided, however, that in the event that all conditions to forbearance set forth in this Agreement are not satisfied prior to the expiration (or earlier termination) of the Forbearance Period, in addition to all of the other obligations of the Borrower Parties set forth in the Loan Documents, all interest from and after the date any Forbearance Default occurs shall be calculated at the Default Rate and become immediately due and payable by Borrower, without notice or cure period.

7. **Representations and Warranties.** Each of the Borrower Parties hereby represents and warrants as follows, as of the Forbearance Effective Date:

- a. Except for the Forbearance Defaults, no Event of Default has occurred or is continuing.
- b. Such Borrower Party is not presently aware of the existence of any default other than the Forbearance Defaults and defaults resulting from the financial condition of Borrower, any other Borrower Party or any Affiliate thereof (without any duty to investigate).
- c. Each of the representations and warranties made in the Loan Documents (other than those relating to the financial condition of Borrower, any other Borrower Party or any Affiliate thereof) are true, correct and complete as of the Forbearance Effective Date as if made on the Forbearance Effective Date (subject to such changes as may have resulted from acts, omissions, events or circumstances that do not have a Material Adverse Effect and do not constitute a Potential Event of Default or Event of Default under the Loan Documents) (except no certification is made with respect to representations and warranties which are made as to a specific date).
- d. The execution, delivery and performance of such Borrower Party of this Agreement has been duly authorized by all necessary corporate, limited liability company or limited partnership action, as applicable.

8. **Strategic Transaction.** The Strategic Transaction satisfies the criteria for a "Strategic Transaction" as defined in the Loan Agreement.

9. **Release of Lender Parties.** Effective upon the consummation of the Strategic Transaction, the Borrower Parties hereby release, acquit and forever discharge the Lender Parties from any and all claims, demands, debts, actions, causes of action, suits, defenses, offsets against the Indebtedness and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, at law or in equity, including without limitation, such claims

and defenses as fraud, mistake, duress, usury and any other claim of so-called "lender liability", which the Borrower Parties ever had, now have or might hereafter have against the Lender Parties, jointly or severally, for or by reason of any matter, cause or thing whatsoever occurring prior to the consummation of the Strategic Transaction in respect of (i) the Lender Parties' administration of the Loan, (ii) the Loan Documents, (iii) this Agreement, (iv) the Collateral and (v) the Indebtedness.

10. **Ratification of Liability.** Each Borrower Party hereby ratifies and reaffirms all of its payment and performance obligations (including, without limitation, any indemnification obligations) under the Loan Documents to which it is a party.

11. **Payment Statements and Other Financial Information.** From time to time, Administrative Agent sent and will send to Borrower billing statements, payoff information or other financial data (collectively, the "Financial Reports"). The Financial Reports are generated for Borrower's information and convenience only, and do not waive, amend or alter Borrower's or any other Borrower Party's obligations under the Loan Documents. Thus, to the extent that the Financial Reports are inconsistent with any term of the Loan Documents or to the extent that the Financial Reports do not accurately reflect balances and any charges to which the Lender Parties are entitled under the Loan Documents, the Loan Documents shall control in every instance. By means of example, and without limitation, the Financial Reports may fail to include prepayment premiums, late charges or default interest charges. Each Borrower Party acknowledges and agrees that (a) acceptance from time to time by the Lender Parties, or by DK or Administrative Agent's servicer (the "Servicer") on behalf of Administrative Agent, of any payment by any of Borrower or any other Borrower Party (or any party on their behalf) of an amount less than the amount then due under the Loan Documents at such time shall be deemed acceptance on account only and shall not be deemed to waive any of the Lender Parties' rights or remedies under the Loan Documents to require payment in full of all amounts due at such time or of any of the Lender Parties' rights to require strict compliance with the terms of the Loan Documents by Borrower or any other Borrower Party, and (b) after the occurrence of an Event of Default (as defined in the Loan Documents), any payments or other amounts received or accepted or both by Administrative Agent, DK or Servicer on behalf of Lender, may be applied by Administrative Agent toward payment of amounts due under the Loan Documents and/or this Agreement in such order as Administrative Agent may elect in its sole discretion, from time to time.

12. **No Amendments; Reservation of Rights; No Waiver.** This Agreement shall not be deemed to operate as an amendment of or waiver of, or to prejudice, any right, power, privilege or remedy of the Lender Parties under the Loan Documents or applicable law (including, without limitation, the right to enforce any and all conditions to Disbursements to Borrower and/or disbursement of any reserve accounts established pursuant to the Loan Agreement), nor shall entering into this Agreement preclude the Lender Parties from refusing to enter into any amendments or further forbearances with respect to the Loan. Other than expressly provided herein, this Agreement shall not constitute a forbearance with respect to (i) any failure by the Borrower Parties to comply with any covenant or other provision in the Loan Documents or (ii) the occurrence or continuance of any present or future default or Event of Default.

13. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute a single

agreement. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") or an electronic signature executed through DocuSign. The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform

Commercial Code. The parties hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of the signature, and hereby agree that such electronically transmitted or signed signatures shall be conclusive proof, admissible in judicial proceedings, of the parties' execution of this Agreement.

14. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and assigns.

15. **Authority.** Each party hereto (i) represents and warrants that it is authorized to enter into this Agreement, and (ii) acknowledges that the other party to this Agreement has relied upon such representation and warranty.

16. **Entire Agreement.** This Agreement constitutes the entire and final agreement among the parties and there are no agreements, understandings, warranties or representations among the parties except as set forth and contemplated herein.

17. **Severability.** If any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable under any present or future law by the final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and be legal, valid and enforceable.

18. **Further Assurances.** The Borrower Parties agree to take all further actions and execute all further documents as the Lender Parties may from time to time reasonably request to carry out the transactions contemplated by this Agreement and all other agreements executed and delivered in connection herewith.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to principles of conflicts of laws.

20. **[Reserved].**

21. **Lender Parties Not Aware of Any Default.** The Lender Parties represent and warrant to the Borrower Parties that the Lender Parties are not presently aware of the existence of any default (other than the Forbearance Defaults and defaults resulting from the financial condition of Borrower, the other Borrower Parties or any Affiliate thereof).

[Signature pages follow]

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the Forbearance Effective Date.

BORROWER:

TRINITY PLACE HOLDINGS INC., a Delaware corporation

By: /s/ Steven Kahn
Name: Steven Kahn
Title: Chief Financial Officer

GUARANTORS:

TPH 250 N 10 INVESTOR LLC, as a Guarantor

By: /s/ Steven Kahn
Name: Steven Kahn
Title: Chief Financial Officer

TPH 223 N 8TH INVESTOR LLC, as a Guarantor

By: /s/ Steven Kahn
Name: Steven Kahn
Title: Chief Financial Officer

TPH GREENWICH HOLDINGS LLC, as a Guarantor

By: /s/ Steven Kahn
Name: Steven Kahn
Title: Chief Financial Officer

TPH IP LLC, as a Guarantor

By: /s/ Steven Kahn
Name: Steven Kahn
Title: Chief Financial Officer

TPH IP LLC, as a Guarantor

By: /s/ Steven Kahn
Name: Steven Kahn
Title: Chief Financial Officer

FILENE'S BASEMENT, LLC, as a Guarantor

By: /s/ Steven Kahn
Name: Steven Kahn
Title: Chief Financial Officer

TPH MERRICK LLC, as a Guarantor

By: /s/ Steven Kahn
Name: Steven Kahn
Title: Chief Financial Officer

TPH 470 4TH AVENUE INVESTOR LLC, as a Guarantor

By: /s/ Steven Kahn
Name: Steven Kahn
Title: Chief Financial Officer

[Signature page continues on next page]

LENDER:

TPHS LENDER LLC, a Delaware limited liability company

By: Midtown Acquisitions GP LLC, its Manager

By: /s/ Joshua D. Morris
Name: Joshua D. Morris
Title: Manager

ADMINISTRATIVE AGENT:

TPHS LENDER LLC, a Delaware limited liability company

By: Midtown Acquisitions GP LLC, its Manager

By: /s/ Joshua D. Morris
Name: Joshua D. Morris
Title: Manager

ANNEX I – FORBEARANCE DEFAULTS

1. Any failure by the Borrower to make payments under the Loan Agreement including, without limitation, the amortization payment in the amount of \$7,000,000 on or prior to August 31, 2023, and any cash interest payments.
2. Any failure by the Borrower to consummate a Strategic Transaction on or prior to August 31, 2023.

Exhibit 10.2

FORBEARANCE AGREEMENT

This Forbearance Agreement (this "Agreement") is made as of August 24, 2023 (the "Forbearance Effective Date"), by and among TPHGREENWICH SUBORDINATE MEZZ LLC, a Delaware limited liability company ("Borrower"), TRINITY PLACE HOLDINGS INC., a Delaware corporation ("Indemnitor"), TPHGREENWICH MEZZ LLC, a Delaware limited liability company ("Additional Pledgor"), TPHS LENDER II LLC, a Delaware limited liability company, as lender ("Lender") and TPHS LENDER II LLC, a Delaware limited liability company, as administrative agent for the benefit of Lender ("Administrative Agent"). Borrower, Indemnitor and Additional Pledgor are herein referred to individually as a "Borrower Party" and collectively as the "Borrower Parties". Lender and Administrative Agent are herein referred to individually as a "Lender Party" and collectively as the "Lender Parties".

RECITALS:

A. Reference is hereby made to that certain Amended and Restated Mezzanine Loan Agreement dated as of October 22, 2021 by and among Borrower, Additional Pledgor, Lender and Administrative Agent (as heretofore amended and as the same may be further amended, restated, replaced or otherwise modified from time to time, the "Loan Agreement"), pursuant to which Lender made a mezzanine loan in the original principal amount of \$30,270,789.73 (the "Loan") to Borrower. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Loan Agreement.

B. As used herein, the Loan Agreement and all other instruments evidencing, securing or pertaining to the Loan including the Note, the Pledge Agreement, the Environmental Indemnity, the Recourse Guaranty, the Equity Funding Guaranty, the Carry Guaranty, the Completion Guaranty, now or from time to time hereafter executed and delivered to Lender in connection with the Loan, are referred to collectively herein as the "Loan Documents".

C. Reference is hereby made to (i) that certain Master Loan Agreement dated as of October 22, 2021 by and between TPHGreenwich Owner LLC ("Mortgage Borrower") and Macquarie PF Inc. ("Mortgage Lender") (as heretofore amended and as the same may be further amended, restated, replaced or otherwise modified from time to time, the "Master Loan Agreement"), pursuant to which Mortgage Lender agreed to make to Mortgage Borrower (x) a term loan in the principal amount of \$28,961,945.00, and (y) a building loan in the maximum aggregate principal amount to \$128,197,878.00, and (ii) that certain Project Loan Agreement dated as of October 22, 2021 by and between Mortgage Borrower and Mortgage Lender (as heretofore amended and as the same may be further amended, restated, replaced or otherwise modified from time to time, the "Project Loan Agreement"; the Master Loan Agreement and the Project Loan Agreement, collectively, the "Mortgage Loan Agreement"), pursuant to which Mortgage Lender agreed to make to Mortgage Borrower a project loan in the maximum aggregate principal amount of \$9,540,177.00.

D. The Borrower Parties have requested, and the Lender Parties have agreed, to forbear from exercising their rights and remedies under the Loan Documents and/or applicable law with respect to the prospective defaults, prospective Event of Default and Events of Defaults set

forth on Annex I (all of the foregoing, including any cross-defaults resulting therefrom, collectively, the "Forbearance Defaults"), subject to the terms and conditions set forth herein.

E. Reference is hereby also made to the term sheets attached as Exhibits A and B (the "Term Sheets") which describe, in summary form, transactions (the "Strategic Transaction") that the Borrower Parties and their affiliates are willing to consummate.

NOW THEREFOR, in consideration of the promises set forth above and the covenants and agreements hereafter set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged by all parties, it is agreed as follows:

1. **Incorporation of Recitals.** The Parties hereby represent and acknowledge that the foregoing recitals are true and accurate, and said foregoing recitals are hereby incorporated herein as part of this Agreement as though set forth at length herein.

2. **Forbearance.** Notwithstanding the Forbearance Defaults, and subject to the provisions of this Agreement, the Lender Parties agree that, until the expiration or earlier termination of the Forbearance Period (as defined below), the Lender Parties will forbear from exercising their rights and remedies under the Loan Documents and/or applicable law solely with respect to the Forbearance Defaults; provided, however, that nothing herein shall restrict, impair or otherwise affect the exercise of the Lender Parties' rights under this Agreement; and provided, further, that no such forbearance shall constitute a waiver with respect to the Forbearance Defaults (other than as set forth in the following sentence) and during the Forbearance Period, to the extent permitted by the Loan Documents, Lender shall be entitled to cure Mortgage Loan Events of Default and make any protective advances (except to the extent that Mortgage Lender is forbearing from taking action with respect to such Forbearance Defaults pursuant to a forbearance agreement acceptable to Lender). Notwithstanding anything to the contrary contained herein, if, on or prior to the expiration (but not earlier termination) of the Forbearance Period, the Borrower Parties have satisfied the conditions to such forbearance set forth in Section 4 below and Mortgage Lender has waived the Forbearance Defaults that arise as a result of Mortgage Loan defaults, the Lender Parties shall be deemed to have waived the Forbearance Defaults and shall have no right to exercise any rights or remedies under the Loan Documents and/or applicable law solely with respect to the Forbearance Defaults; provided that to the extent that any Borrower Party makes any payment(s) to the Lender Parties which payment(s) or any portion thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required, in connection with any bankruptcy, insolvency, reorganization, dissolution, liquidation or other like proceeding or for any other reason, to be repaid or paid over to a custodian, trustee, receiver or any other party under any bankruptcy act, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the obligation or part thereof intended to be satisfied shall be revived and continue in full force and effect as if such payment(s) had not been made and the Borrower Parties shall be primarily liable for the revived obligations. The foregoing sentence shall not be construed and is not intended to preclude the Lender Parties from exercising their rights and remedies under the Loan Documents and/or applicable law with respect to the existence of the Forbearance Defaults after the expiration (other than expiration after satisfaction of the conditions to forbearance as set forth above) or earlier termination of the Forbearance Period.

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3. **Forbearance Period.** The "Forbearance Period" shall mean the period beginning on the Forbearance Effective Date and ending on the date of the consummation of the Strategic Transaction. In no event shall the Forbearance Period be extended except by a writing signed by the Lender Parties. Notwithstanding the foregoing, the Forbearance Period shall immediately terminate upon (i) December 31, 2023, (ii) the occurrence of any Event of Default other than the Forbearance Defaults, (iii) the failure of Borrower to satisfy the then applicable conditions to forbearance as set forth in this Agreement, time being of the essence with respect to such satisfaction, (iv) the failure of any representation or warranty made by the Borrower Parties in Section 7 of this Agreement to be true and correct in all material respects, (v) the filing of a complaint in a court of competent jurisdiction by the Mortgage Lender to foreclose a Mortgage (as defined in the Mortgage Loan Agreement) or a comparable exercise of remedy under the Mortgage Loan Agreement or other Loan Document (as defined in the Mortgage Loan Agreement) or (vi) Conversant Capital LLC states in writing that it is no longer pursuing a transaction with Indemnitor on substantially similar terms (with such revisions as are reasonably acceptable to Lender) to those outlined in the executed term sheet dated August 24, 2023, and is not replaced by a third party that is pursuing a substantially similar transaction (with such revisions as are reasonably acceptable to Lender) within thirty (30) days after such termination (each referred to herein individually and collectively as a "Termination Event"). Upon the expiration or earlier termination of the Forbearance Period as a result of the occurrence of a Termination Event, the Lender Parties may pursue and/or commence any legal or other action to enforce and collect any or all of the Borrower Parties' obligations under the Loan Documents, which shall include, without limitation, the right to collect interest at the Default Rate on a retroactive basis from and including the date any Forbearance Default occurred.

4. **Conditions to Forbearance.** As a material inducement for the Lender Parties to enter this Agreement and to forbear from enforcing its rights under the Loan Documents during the Forbearance Period on the terms set forth in this Agreement, and as an express condition of such forbearance, the Borrower Parties agree as follows:

- a. No later than August 31, 2023, the Borrower Parties shall have signed term sheets substantially in the form of the Term Sheets for a Strategic Transaction and are diligently working to document and to consummate the Strategic Transaction;
- b. No later than December 31, 2023, the Borrower Parties shall have consummated a Strategic Transaction; and
- c. Borrower hereby waives any notice and/or cure periods set forth in the Loan Documents solely with respect to the Forbearance Defaults.

5. **Time of the Essence.** Time is of the essence in this Agreement.

6. **Default Interest.** Subject to the satisfaction of all conditions to forbearance set forth herein prior to the expiration of the Forbearance Period, the Lender Parties shall waive Borrower's obligation to pay interest calculated at the Default Rate (and Administrative Agent shall accept payments of interest calculated at the Interest Rate during the Forbearance Period in lieu thereof); provided, however, that in the event that all conditions to forbearance set forth in this Agreement

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are not satisfied prior to the expiration (or earlier termination) of the Forbearance Period, in addition to all of the other obligations of the Borrower Parties set forth in the Loan Documents, all interest from and after the date any Forbearance Default occurs shall be calculated at the Default Rate and become immediately due and payable by Borrower, without notice or cure period.

7. **Representations and Warranties.** Each of the Borrower Parties hereby represents and warrants as follows, as of the Forbearance Effective Date:

- a. Except for the Forbearance Defaults, no Event of Default has occurred or is continuing.
- b. Such Borrower Party is not presently aware of the existence of any default other than the Forbearance Defaults and defaults resulting from the financial condition of Borrower, Indemnitor or any Affiliate thereof (without any duty to investigate).
- c. Each of the representations and warranties made in the Loan Documents (other than those relating to the financial condition of Borrower, Indemnitor or any Affiliate thereof) are true, correct and complete as of the Forbearance Effective Date as if made on the Forbearance Effective Date (subject to such changes as may have resulted from acts, omissions, events or circumstances that do not have a Material Adverse Effect and do not constitute a Potential Event of Default or Event of Default under the Loan Documents) (except no certification is made with respect to representations and warranties which are made as to a specific date).
- d. The execution, delivery and performance of such Borrower Party of this Agreement has been duly authorized by all necessary corporate, limited liability company or limited partnership action, as applicable.

8. **[Reserved]**

9. **Release of Lender Parties.** Effective upon the consummation of the Strategic Transaction, the Borrower Parties hereby release, acquit and forever discharge the Lender Parties from any and all claims, demands, debts, actions, causes of action, suits, defenses, offsets against the Indebtedness and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, at law or in equity, including without limitation, such claims and defenses as fraud, mistake, duress, usury and any other claim of so-called "lender liability", which the Borrower Parties ever had, now have or might hereafter have against the Lender Parties, jointly or severally, for or by reason of any matter, cause or thing whatsoever occurring prior to the consummation of the Strategic Transaction in respect of (i) the Lender

Parties' administration of the Loan, (ii) the Loan Documents, (iii) this Agreement, (iv) the Mortgaged Property and the Collateral and (v) the Indebtedness.

10. **Ratification of Liability.** Each Borrower Party hereby ratifies and reaffirms all of its payment and performance obligations (including, without limitation, any indemnification obligations) under the Loan Documents to which it is a party.

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11. **Payment Statements and Other Financial Information.** From time to time, Administrative Agent sent and will send to Borrower billing statements, payoff information or other financial data (collectively, the "Financial Reports"). The Financial Reports are generated for Borrower's information and convenience only, and do not waive, amend or alter Borrower's or Indemnitor's obligations under the Loan Documents. Thus, to the extent that the Financial Reports are inconsistent with any term of the Loan Documents or to the extent that the Financial Reports do not accurately reflect balances and any charges to which the Lender Parties are entitled under the Loan Documents, the Loan Documents shall control in every instance. By means of example, and without limitation, the Financial Reports may fail to include prepayment premiums, late charges or default interest charges. Borrower and Indemnitor each acknowledge and agree that (a) acceptance from time to time by the Lender Parties, or by DK or Administrative Agent's servicer (the "Servicer") on behalf of Administrative Agent, of any payment by any of Borrower or Indemnitor (or any party on their behalf) of an amount less than the amount then due under the Loan Documents at such time shall be deemed acceptance on account only and shall not be deemed to waive any of the Lender Parties' rights or remedies under the Loan Documents to require payment in full of all amounts due at such time or of any of the Lender Parties' rights to require strict compliance with the terms of the Loan Documents by Borrower or Indemnitor, and (b) after the occurrence of an Event of Default (as defined in the Loan Documents), any payments or other amounts received or accepted or both by Administrative Agent, DK or Servicer on behalf of Lender, may be applied by Administrative Agent toward payment of amounts due under the Loan Documents and/or this Agreement in such order as Administrative Agent may elect in its sole discretion, from time to time.

12. **No Amendments; Reservation of Rights; No Waiver.** This Agreement shall not be deemed to operate as an amendment of or waiver of, or to prejudice, any right, power, privilege or remedy of the Lender Parties under the Loan Documents or applicable law (including, without limitation, the right to enforce any and all conditions to Disbursements to Borrower and/or disbursement of any reserve accounts established pursuant to the Loan Agreement), nor shall entering into this Agreement preclude the Lender Parties from refusing to enter into any amendments or further forbearances with respect to the Loan. Other than expressly provided herein, this Agreement shall not constitute a forbearance with respect to (i) any failure by the Borrower Parties to comply with any covenant or other provision in the Loan Documents or (ii) the occurrence or continuance of any present or future default or Event of Default.

13. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute a single agreement. The words "execution," signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") or an electronic signature executed through DocuSign. The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or

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the Uniform Commercial Code. The parties hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of the signature, and hereby agree that such electronically transmitted or signed signatures shall be conclusive proof, admissible in judicial proceedings, of the parties' execution of this Agreement.

14. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and assigns.

15. **Authority.** Each party hereto (i) represents and warrants that it is authorized to enter into this Agreement, and (ii) acknowledges that the other party to this Agreement has relied upon such representation and warranty.

16. **Entire Agreement.** This Agreement constitutes the entire and final agreement among the parties and there are no agreements, understandings, warranties or representations among the parties except as set forth and contemplated herein.

17. **Severability.** If any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable under any present or future law by the final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and be legal, valid and enforceable.

18. **Further Assurances.** The Borrower Parties agree to take all further actions and execute all further documents as the Lender Parties may from time to time reasonably request to carry out the transactions contemplated by this Agreement and all other agreements executed and delivered in connection herewith.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to principles of conflicts of laws.

20. [Intentionally omitted]

21. **Corporate Credit Agreement.** For so long as the Forbearance Period shall be continuing, TPHS Lender LLC, as lender under the Corporate Credit Agreement and as administrative agent under the Corporate Credit Agreement, acknowledges and agrees that no Event of Default (as defined in the Corporate Credit Agreement) shall be deemed to have occurred as a result of the Forbearance Defaults.

22. **Lender Parties Not Aware of Any Default.** The Lender Parties represent and warrant to the Borrower Parties that the Lender Parties are not presently aware of the existence of any default (other than the Forbearance Defaults and defaults resulting from the financial condition of Borrower, Indemnitor or any Affiliate thereof).

[Signature page follows]

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IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the Forbearance Effective Date.

BORROWER:

TPHGREENWICH SUBORDINATE MEZZ
LLC, a Delaware limited liability company

By: /s/ Steven Kahn

Name: Steven Kahn
Title: Chief Financial Officer

INDEMNITOR:

TRINITY PLACE HOLDINGS INC., a Delaware corporation

By: /s/ Steven Kahn
Name: Steven Kahn
Title: Chief Financial Officer

ADDITIONAL PLEDGOR:

TPHGREENWICH MEZZ LLC, a Delaware limited liability company

By: /s/ Steven Kahn
Name: Steven Kahn
Title: Chief Financial Officer

[Signature page continues on next page]

[Signature Page to Forbearance Agreement (Mezzanine)]

LENDER:

TPHS LENDER II LLC, a Delaware limited liability company

By: Midtown Acquisitions GP LLC, its Manager

By: /s/ Joshua D. Morris
Name: Joshua D. Morris
Title: Manager

ADMINISTRATIVE AGENT:

TPHS LENDER II LLC, a Delaware limited liability company

By: Midtown Acquisitions GP LLC, its Manager

By: /s/ Joshua D. Morris
Name: Joshua D. Morris
Title: Manager

[Signature page continues on next page]

[Signature Page to Forbearance Agreement (Mezzanine)]

ACKNOWLEDGED AND AGREED SOLELY FOR THE PURPOSES OF PARAGRAPH 21:

CORPORATE FACILITY LENDER:

TPHS LENDER LLC, as lender

By: Midtown Acquisitions GP LLC, its Manager

By: /s/ Joshua D. Morris
Name: Joshua D. Morris
Title: Manager

CORPORATE FACILITY ADMINISTRATIVE AGENT:

TPHS LENDER LLC, as administration agent

By: /s/ Joshua D. Morris
Name: Joshua D. Morris
Title: Manager

[Signature Page to Forbearance Agreement (Mezzanine)]

ANNEX I – FORBEARANCE DEFAULTS

1. Any failure by the Mortgage Borrower to make payments under the Mortgage Loan Agreement including, without limitation, interest payments due on September 1, 2023 and principal and interest payments due at maturity.
2. Any failure by the Mortgage Borrower to achieve any Milestone Construction Hurdles (as defined in the Mortgage Loan Agreement) as and when required under the Mortgage Loan Agreement, or to satisfy the Quarterly Sales Hurdle (as defined in the Mortgage Loan Agreement) or make the related prepayment as and when required under the Mortgage Loan Agreement.
3. Any failure by the Mezzanine Borrower to make payments under the Mezzanine Loan Agreement including, without limitation, interest payments due on September 1, 2023 and principal and interest payments due at maturity.

4. Any failure by the Mezzanine Borrower to achieve any Milestone Construction Hurdles (as defined in the Mezzanine Loan Agreement) as and when required under the Mezzanine Loan Agreement, or to satisfy the Quarterly Sales Hurdle (as defined in the Mezzanine Loan Agreement) or make the related prepayment as and when required under the Mezzanine Loan Agreement.

Exhibit 10.3

FORBEARANCE AGREEMENT

This Forbearance Agreement (this "Agreement") is made as of September 1, 2023 (the "Forbearance Effective Date"), by and among TPHGREENWICH OWNER LLC, a Delaware limited liability company ("Borrower"), TRINITY PLACE HOLDINGS INC., a Delaware corporation ("Indemnitor"), and MACQUARIE PF INC., a Delaware corporation, as administrative agent and lender (together with its successors and/or assigns, "Lender"). Borrower and Indemnitor are herein referred to individually as a "Borrower Party" and collectively as the "Borrower Parties".

RECITALS:

A. Reference is hereby made to (i) that certain Master Loan Agreement dated as of October 22, 2021 by and between Borrower and Lender (as heretofore amended and as the same may be further amended, restated, replaced or otherwise modified from time to time, the "Master Loan Agreement"), pursuant to which Lender agreed to make to Borrower a term loan in the principal amount of \$28,961,945.00, (ii) that certain Amended and Restated Building Loan Agreement dated as of October 22, 2021 by and between Borrower and Lender (as heretofore amended and as the same may be further amended, restated, replaced or otherwise modified from time to time, the "Building Loan Agreement"), pursuant to which Building Loan Agreement and Master Loan Agreement Lender agreed to make to Borrower a building loan in the maximum aggregate principal amount to \$128,197,878.00, and (iii) that certain Project Loan Agreement dated as of October 22, 2021 by and between Borrower and Lender (as heretofore amended and as the same may be further amended, restated, replaced or otherwise modified from time to time, the "Project Loan Agreement"; the Master Loan Agreement, the Building Loan Agreement and the Project Loan Agreement, collectively, the "Loan Agreement"), pursuant to which Lender agreed to make to Borrower a project loan in the maximum aggregate principal amount of \$9,540,177.00. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Master Loan Agreement.

B. As used herein, the Loan Agreement and all other instruments evidencing, securing or pertaining to the Loan including the Note, the Mortgage, the Environmental Indemnification Agreement, the Recourse Guaranty Agreement, the Interest and Carry Guaranty, the Completion Guaranty, now or from time to time hereafter executed and delivered to Lender in connection with the Loan, are referred to collectively herein as the "Loan Documents".

C. Reference is hereby made to that certain Amended and Restated Mezzanine Loan Agreement dated as of October 22, 2021 by and among TPHGREENWICH SUBORDINATE MEZZ LLC, a Delaware limited liability company ("Mezzanine Borrower"), TPHGREENWICH MEZZ LLC, a Delaware limited liability company ("Additional Pledgor"), TPHS LENDER II LLC, a Delaware limited liability company, as lender ("Mezzanine Lender") and TPHS LENDER II LLC, a Delaware limited liability company, as administrative agent for the benefit of Lender ("Mezzanine Administrative Agent") (as heretofore amended and as the same may be further amended, restated, replaced or otherwise modified from time to time, the "Mezzanine Loan Agreement"), pursuant to which Mezzanine Lender made a mezzanine loan in the original principal amount of \$30,270,789.73 (the "Mezzanine Loan") to Mezzanine Borrower.

D. The Borrower Parties have requested, and Lender has agreed, to forbear from exercising its rights and remedies under the Loan Documents and/or applicable law with respect to the prospective defaults, prospective Event of Default and Events of Defaults set forth on Annex I (all of the foregoing, including any cross-defaults resulting therefrom, collectively, the "Forbearance Defaults"), subject to the terms and conditions set forth herein.

E. Reference is hereby also made to the term sheets attached as Exhibits A and B (the "Term Sheets") which describe, in summary form, transactions (collectively, the "Strategic Transaction") that the Borrower Parties and their affiliates are willing to consummate.

NOW THEREFOR, in consideration of the promises set forth above and the covenants and agreements hereafter set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged by all parties, it is agreed as follows:

1. Incorporation of Recitals. The Parties hereby represent and acknowledge that the foregoing recitals are true and accurate, and said foregoing recitals are hereby incorporated herein as part of this Agreement as though set forth at length herein.

2. Forbearance. Notwithstanding the Forbearance Defaults, and subject to the provisions of this Agreement, Lender agrees that, until the expiration or earlier termination of the Forbearance Period (as defined below), Lender will forbear from exercising its rights and remedies under the Loan Documents and/or applicable law solely with respect to the Forbearance Defaults; provided, however, that nothing herein shall restrict, impair or otherwise affect the exercise of Lender's rights under this Agreement; and provided, further, that no such forbearance shall constitute a waiver with respect to the Forbearance Defaults (other than as set forth in the following sentence) and during the Forbearance Period, Lender shall be entitled (but not obligated, except to the extent that Borrower requests such protective advances and Lender approves the same (which approval shall not be unreasonably withheld, conditioned or delayed)) to make one or more protective advances under the Project Loan Agreement in the amount of \$368,011.25 for the amounts listed on Exhibit D, and marketing expenses, operating expenses and Impositions to be paid for by Borrower that are not funded from collections of common charges, each approved by Lender in its reasonable discretion (the "Protective Advances"), which Protective Advances shall, notwithstanding the Contract Rate under the Loan Agreement, accrue interest at a per annum rate of Term SOFR plus eleven percent (11%) calculated on the basis of a three hundred sixty (360) day year and the actual number of days in the applicable period for which interest is being calculated. Borrower hereby requests that Lender make on the date hereof a Protective Advance to reimburse Lender for the costs and expenses shown on Exhibit D attached hereto and Lender agrees to make such Protective Advance. This Agreement to forbear from exercise of such remedies shall expire automatically without any further action by Lender and be completely null and void upon the filing of a petition in bankruptcy by or against any Borrower Party or upon the occurrence of any Forbearance Agreement Default (as defined below). Upon the occurrence of any such bankruptcy or Forbearance Agreement Default, Lender may immediately exercise and pursue any of its rights and remedies under this Agreement, under any of the Loan Documents, or otherwise available to it at law or in equity. During the Forbearance Period, Lender shall be entitled to exercise all non-default rights under the Loan Documents. Notwithstanding anything to the foregoing, this Agreement shall only constitute an agreement by Lender to forbear from enforcing its respective rights and remedies under the Loan Documents solely with respect to the

Forbearance Defaults. As used in this Agreement, "Forbearance Agreement Default" shall mean: (1) any breach or default by any Borrower Party under this Agreement; or (2) any Event of Default occurs or has occurred under the Loan Documents, other than the Forbearance Defaults. During the Forbearance Period, Lender shall continue to make Loan Advances subject to and upon the terms and conditions of the Loan Documents (other than the condition that Forbearance

Defaults shall not exist, which Forbearance Defaults shall be deemed waived solely for purposes of the conditions to such Loan Advances).

3. **Forbearance Period.** The “Forbearance Period” shall mean the period beginning on the Forbearance Effective Date and ending on the earlier of (a) a Termination Event and (b) November 15, 2023. In no event shall the Forbearance Period be extended except in writing by Lender, which Lender is under no obligation to do so. Notwithstanding the foregoing, the Forbearance Period shall immediately terminate upon (i) November 15, 2023, (ii) the occurrence of any Event of Default other than the Forbearance Defaults, (iii) the failure of Borrower to satisfy the conditions to forbearance as set forth in this Agreement, time being of the essence with respect to such satisfaction, including the conditions set forth in Section 4 of this Agreement, (iv) the failure of any representation or warranty made by the Borrower Parties in Section 7 of this Agreement to be true and correct in all material respects, (v) termination of the Forbearance Period (as defined in that certain Forbearance Agreement, by and among Mezzanine Borrower, Additional Pledgor, Indemnitor, Mezzanine Lender and Mezzanine Administrative Agent) (the “Mezzanine Loan Forbearance Agreement”), (vi) the commencement of any enforcement action, including a UCC public auction or UCC strict foreclosure by the Mezzanine Lender or a comparable exercise of remedy under the Mezzanine Loan Agreement or other Loan Document (as defined in the Mezzanine Loan Agreement) which would cause the transfer of the Collateral (as defined in the Mezzanine Loan Agreement), (vii) Conversant Capital LLC (“Conversant”) states in writing that it is no longer pursuing a transaction with Indemnitor on substantially similar terms (with such revisions as are reasonably acceptable to Lender) to those outlined in the executed term sheet dated August 24, 2023, and is not replaced by a third party that is pursuing a substantially similar transaction (with such revisions as are reasonably acceptable to Lender) within thirty (30) days after such termination or (viii) TPHS Lender LLC and TPHS Lender II LLC (collectively, “DKCM”) states in writing that it is no longer pursuing a transaction with Indemnitor on substantially similar terms (with such revisions as are reasonably acceptable to Lender) to those outlined in the executed term sheet dated August 24, 2023, and is not replaced by a third party that is pursuing a substantially similar transaction (with such revisions as are reasonably acceptable to Lender) within thirty (30) days after such termination (each referred to herein individually and collectively as a “Termination Event”). Upon the expiration or earlier termination of the Forbearance Period as a result of the occurrence of a Termination Event, Lender may pursue and/or commence any legal or other action to enforce and collect any or all of the Borrower Parties’ obligations under the Loan Documents, which shall include, without limitation, the right to collect interest at the Default Rate on a retroactive basis from and including the date any Forbearance Default occurred.

4. **Conditions to Forbearance.** As a material inducement for Lender to enter this Agreement and to forbear from enforcing its rights under the Loan Documents during the Forbearance Period on the terms set forth in this Agreement, and as an express condition of such forbearance, the Borrower Parties agree as follows:

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- a. the Borrower Parties shall have signed Term Sheets for the Strategic Transaction and are diligently working to document and to consummate the Strategic Transaction;
- b. No later than September 8, 2023, the Borrower Parties and DKCM shall provide a comprehensive mark-up of the mortgage loan restructuring term sheet attached hereto as Exhibit C;
- c. The Borrower Parties shall use commercially reasonable efforts to facilitate recurring calls or meetings with representatives of Lender, SPD Advisory Group (Lender’s construction consultant), Gilbane Residential Construction LLC (the general contractor) and Gardiner & Theobold, Inc. (Borrower’s representative), at times and locations reasonably convenient for Lender, expected to be bi-weekly during the Forbearance Period but at a frequency to be determined by Lender in its reasonable discretion (but in no event more than once every calendar week);

- d. Each of the Borrower Parties and DKCM shall provide written confirmation (which may be by email to Lender at Jackie.Hamilton@macquarie.com and Gautham.Srinivas@macquarie.com) confirming that the parties are diligently working in good faith to negotiate and execute documentation and to progress towards closing of each Strategic Transaction, which written confirmation shall be delivered to Lender on each of September 22, 2023, October 18, 2023 and November 1, 2023;
- e. Borrower hereby waives any notice and/or cure periods set forth in the Loan Documents solely with respect to the Forbearance Defaults; and

5. **Time of the Essence. Time is of the essence in this Agreement.**

6. **Default Interest.** Subject to the satisfaction of all conditions to forbearance set forth herein prior to the expiration of the Forbearance Period and the consummation of the Restructuring (as hereinafter defined), Lender shall waive Borrower's obligation to pay interest during the Forbearance Period, it being agreed, however, that such interest shall continue to accrue during the Forbearance Period; provided, however, that in the event that all conditions to forbearance set forth in this Agreement are not satisfied prior to the expiration (or earlier termination) of the Forbearance Period, in addition to all of the other obligations of the Borrower Parties set forth in the Loan Documents, all interest from and after the date any Forbearance Default occurs shall be calculated at the Default Rate and become immediately due and payable by Borrower, without notice or cure period.

7. **Representations and Warranties.** Each of the Borrower Parties hereby represents, warrants, covenants and acknowledges as follows, as of the Forbearance Effective Date:

- a. Except for the Forbearance Defaults, no Event of Default has occurred or is continuing.

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- b. Such Borrower Party is not presently aware of the existence of any default other than the Forbearance Defaults and defaults resulting from the financial condition of Borrower, Indemnitor or any Affiliate thereof (without any duty to investigate).
- c. Each of the representations and warranties made in the Loan Documents (other than those relating to the financial condition of Borrower, Indemnitor or any Affiliate thereof) are true, correct and complete as of the Forbearance Effective Date as if made on the Forbearance Effective Date (subject to such changes as may have resulted from acts, omissions, events or circumstances that do not have a Material Adverse Effect and do not constitute a Potential Event of Default or Event of Default under the Loan Documents) (except no certification is made with respect to representations and warranties which are made as to a specific date).

- d. Each Borrower Party has the full power and authority to enter into and perform its obligations under this Agreement, and the execution, delivery and performance of this Agreement by such Borrower Party (i) has been duly and validly authorized by all necessary action on the part of such Borrower Party, (ii) does not conflict with or result in a violation of such Borrower Party's partnership, operating or membership agreement or any judgment, order or decree of any court or arbiter in any proceeding to which such Borrower Party is a party, (iii) does not conflict with or constitute a breach of, or constitute a default under, any contract, agreement or other instrument by which such Borrower Party is bound or to which it is a party, (iv) does not result in the creation or imposition of any lien, charge or encumbrance (other than pursuant to the Loan Documents and Permitted Encumbrances) upon any asset or property of any Borrower or Indemnitor pursuant to the terms of any indenture, mortgage, deed of trust, loan agreement, partnership agreement, management agreement or other agreement or instrument to which any Borrower or Indemnitor is a party or by which, as applicable, any Borrower's or Indemnitor's assets or properties is subject, and (v) does not result in any violation of the provisions of any Legal Requirements of any Governmental Authority having jurisdiction over, as applicable, any Borrower or Indemnitor or any Borrower's or Indemnitor's assets or properties.
- e. This Agreement constitutes a legal, valid and binding obligation of each Borrower Party, enforceable against such Borrower Party in accordance with its terms.
- f. No consent (other than the consent of a party hereto and Mezzanine Lender), approval, authorization, order, registration or qualification of or with any court or any other Governmental Authority is required for any Borrower Party to enter into and perform its obligations under this Agreement, and each Borrower Party hereby agrees to and does indemnify, defend and hold harmless Lender from and against any and all loss, damage or liability whatsoever, including,

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without limitation, reasonable attorneys' fees and costs, arising from any failure to obtain the consent of any such Person which is not a party hereto.

- g. As of the date hereof, (i) no Borrower Party possesses any defenses, claims, rights of set-off, counterclaims or other causes of action against Lender, including, but not limited to, setoff, estoppel, waiver, cancellation of instruments, rescission or excuse of performance, arising out of, or in connection with, the Loan Agreement or any of the other Loan Documents, or against any of the obligations evidenced or secured thereby, (ii) Lender is not in default of any of its obligations, and Lender has fully performed all of its obligations, in each case, under the Loan Documents, and (iii) each Borrower Party acknowledges and agrees that all sums advanced by Lenders under the Loan Documents are duly and properly secured by a Lien on the Mortgaged Property to the full extent thereof.
- h. Each Borrower Party acknowledges, admits and agrees that, based on the Forbearance Defaults that Lender could declare, the entire outstanding principal balance of the Loan would be due and payable in full, together with all late charges, accrued interest (calculated at the Default Rate), and all other sums secured by the Loan Documents and Lender is presently unconditionally entitled to exercise all available remedies under the Loan Documents, including, without limitation, foreclosure under the Mortgage.

- i. The Loan Documents to which such Borrower Party is a party, as modified by this Agreement, are in full force and effect and remain enforceable in accordance with their respective terms. The terms and conditions of the Loan Documents to which such Borrower Party is a party are commercially reasonable and constitute good faith and fair dealing on the part of Lender. Each Borrower Party hereby (i) unconditionally ratifies and confirms, renews and reaffirms, in all respects and without condition, all of its obligations, indebtedness and liabilities under the Loan Agreement and the other Loan Documents to which such Borrower Party is a party and all of the terms, covenants and conditions set forth in the Loan Agreement and the other Loan Documents to which such Borrower Party is a party.
- j. Since Borrower's acquisition of the Mortgaged Property, the Mortgaged Property has been (and shall continue to be) operated as a single property or project, which generates substantially all of Borrower's gross income, and Borrower hereby confirms, for the benefit of Lender, that the Property qualifies (and shall continue to qualify) as "single asset real estate" (as defined in Section 101(51B) of the United States Bankruptcy Code) for all purposes under the United States Bankruptcy Code, including with respect to Section 362(d)(3) thereof.
- k. The Extension Option is no longer a viable option to Borrower as a result of the Forbearance Defaults.

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- i. The Term Sheets for the Strategic Transaction have been duly executed by Indemnitor, and assuming that the Term Sheets have been duly authorized, executed and delivered by all parties thereto other than Indemnitor and its Affiliates, are in full force and effect.

8. **Release of Lender.**

a. **Each of the Borrower Parties, on behalf of themselves and each of their Affiliates and their respective successors and assigns, heirs, legal representatives and constituents (collectively, the "Releasing Parties" and each a "Releasing Party") hereby fully, forever, unconditionally and irrevocably release, acquit and forever discharge the Released Parties (as defined below) from any and all claims, demands, debts, actions, causes of action, suits, defenses, offsets against the Indebtedness and liabilities of any kind or character whatsoever, known or unknown, suspected or unsuspected, in contract or in tort, at law or in equity (collectively, a "Claim" or the "Claims"), including without limitation, such Claims and defenses as fraud, mistake, duress, usury and any other claim of so-called "lender liability", which the Borrower Parties ever had, now have or might hereafter have against the Released Parties, jointly or severally, for or by reason of any matter, cause or thing whatsoever occurring prior to the date of execution of this Agreement in respect of (i) Lender's administration of the Loan, (ii) the Loan Documents, (iii) this Agreement, (iv) the Mortgaged Property and the Collateral and (v) the Indebtedness from the beginning of the world to and including the date of execution of this Agreement (collectively, "Existing Claims"). As used in this Section 8, "Released Parties" means, collectively, Lender and its past, present, and future predecessors, successors, subsidiaries, parent entities, assigns, participants, shareholders, partners, members, owners, other principals, affiliates, managers, and, with respect to each of the foregoing entities and individuals, each of their respective predecessors, successors, assigns, participants and past and present shareholders, partners, members, owners, other principals, affiliates, managers, employees, officers, directors, attorneys, agents, other representatives, insurers and any other individuals and/or entities claiming or acting by, through, under or in concert with each such entity or individual.**

b. **Each Borrower Party acknowledges and agrees that factual matters now unknown to it may have given or may hereafter give rise to Existing Claims which are presently unknown, unanticipated and unsuspected, and each Borrower Party further agrees, represents and warrants that the waivers and releases in this Section 8 have been negotiated and agreed upon in light of that realization and that each Borrower Party nevertheless hereby intends to fully, forever and irrevocably release, discharge and acquit the Released Parties from any such unknown Existing Claims.**

C. Each Borrower Party covenants and agrees never to institute or cause to be instituted or continue prosecution of any suit or other form of action or proceeding of any kind or nature whatsoever against the Released Parties with respect to any Existing Claim. If any Borrower Party (and/or any of its Affiliates or the respective successors and assigns, heirs, legal representatives and constituents of such Borrower Party and/or any of its Affiliates) violates the covenant set forth in the immediately preceding sentence, Borrower Parties agree to pay, in addition to such other damages as any of the Released Parties may sustain as a result of such violation, all reasonable attorneys' fees and costs incurred by any of the Released Parties as a result of such violation.

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d. The agreement and covenant set forth in this Section 8 on the part of each Borrower Party is contractual, and not a mere recital, and the parties hereby acknowledge and agree that no liability whatsoever is admitted on the part of any party, except the obligations of each Borrower Party to Lender arising under the Loan Documents.

9. **Borrower Ratification of Liability.** Borrower hereby ratifies, reaffirms and confirms all of its payment and performance obligations (including, without limitation, any indemnification obligations) under the Loan Documents to which it is a party. Borrower acknowledges and agrees that, except as specifically set forth in this Agreement, (i) this Agreement and the other documents executed in connection therewith shall not adversely affect any right or remedy of Lender under the Loan Documents, (ii) the execution and delivery of this Agreement and the other documents executed in connection herewith shall in no way diminish in any respect Borrower's obligations under the Loan Documents to which it is a party, (iii) the execution and delivery of any agreements by any Borrower Party and Lender shall not constitute a waiver by Lender of any of Lender's rights against any borrower, principal or indemnitor under the Loan Documents, and (iv) the term "Loan Documents" as used in the Loan Documents to which Borrower is a party shall mean and refer to the "Loan Documents" (as such term is defined in this Agreement), as the same are changed by this Agreement and the other documents executed in connection herewith.

10. **Indemnitor Reaffirmation.** Indemnitor acknowledges and consents to all of the terms and conditions of this Agreement and does hereby ratify, reaffirm and confirm its obligations under the Environmental Indemnification Agreement, the Recourse Guaranty Agreement, the Interest and Carry Guaranty, and the Completion Guaranty, and hereby acknowledges that, as of the date hereof, its obligations thereunder are subject to no claims, defenses, or offsets. Indemnitor acknowledges and agrees that, except as specifically set forth in this Agreement, (i) this Agreement and the other documents executed in connection therewith shall not adversely affect any right or remedy of Lender under the Loan Documents, (ii) the execution and delivery of this Agreement and the other documents executed in connection herewith shall in no way diminish in any respect Indemnitor's obligations under the Environmental Indemnification Agreement, the Recourse Guaranty Agreement, the Interest and Carry Guaranty, and the Completion Guaranty, (iii) the execution and delivery of any agreements by any Borrower Party and Lender shall not constitute a waiver by Lender of any of Lender's rights against any borrower, principal or indemnitor under the Loan Documents, and (iv) the term "Loan Documents" as used in the Environmental Indemnification Agreement, the Recourse Guaranty Agreement, the Interest and Carry Guaranty, and the Completion Guaranty shall mean and refer to the "Loan Documents" (as such term is defined in this Agreement), as the same are changed by this Agreement and the other documents executed in connection herewith.

11. **Confidentiality and Nondisclosure.** The Borrower Parties agree that without the prior written consent of Lender, this Agreement may not be disclosed, copied, duplicated or distributed by the Borrower Parties or their Affiliates to any Person other than (a) the parties to this Agreement, Mezzanine Lender, the Lender Related Parties, the Mezzanine Lender Related Parties, Conversant (or its replacement pursuant to Section 3 hereof), DKCM (or its replacement pursuant to Section 3 hereof) and their respective directors, officers, employees, attorneys, accountants, representatives, consultants, servicers, affiliates, agents, independent auditors and other experts or (b) as may be required by law or legal or judicial process. For the purposes of this

Section 11. (x) **Lender Related Parties** means, collectively, (i) Lender's co-lenders and participants, and (ii) potential co-lenders, participants, lenders, bondholders, noteholders, and other Persons that have or may acquire a direct and/or indirect interest in the Loan, and (y) **Mezzanine Lender Related Parties** means, collectively, (i) Mezzanine Lender's respective co-lenders and participants, and (ii) potential co-lenders, participants, lenders, bondholders, noteholders, and other Persons that have or may acquire a direct and/or indirect interest in either Mezzanine Loan.

12. Limited Extent of Waivers; Compromise and Settlement. Borrower Parties hereby acknowledge and agree that, except as specifically set forth in this Agreement, nothing herein shall be construed or considered as a waiver by Lender of any Event of Default under the Loan Documents (including, without limitation, the Forbearance Defaults) or a waiver of Lender's right to resort to any remedy under any of the Loan Documents. Borrower Parties hereby acknowledge and agree that, except as specifically set forth in this Agreement, Lender has not agreed or consented or acquiesced in any waiver of any Events of Default (including, without limitation, the Forbearance Defaults), but has agreed only to the forbearance of its claims relating to the Loan in strict accordance with this Agreement. This Agreement is entered into by Lender without prejudice to any of Lender's rights under the Loan Documents, and upon any expiration or earlier termination of the Forbearance Period, Lender shall have the right to resort to all of its rights and remedies under the Loan Documents. Notwithstanding the provisions of this Agreement providing for forbearance and notwithstanding any prior waivers issued by Lender (if any), Borrower Parties hereby acknowledge that Borrower is not entitled to any further extension or waivers other than those set forth herein, either expressly, implicitly, by operation of law or otherwise.

13. Waiver of Automatic Stay. As further consideration for Lender's entry into this Agreement, each Borrower Party agrees that in the event that it shall: (a) file or be the subject of (i) any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal or state act or law relating to bankruptcy, insolvency or other relief for debtors, or (ii) any order for relief issued thereunder; (b) have sought or consented to or acquiesced in the appointment of any trustee, receiver, conservator or liquidator; or (c) be the subject of any order, judgment or decree entered by any court of competent jurisdiction approving a petition filed against such party for any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal or state law relating to bankruptcy, insolvency or relief for debtors (the foregoing "a" through "c" are referred to herein as "Bankruptcy Proceedings"), then Lender shall thereupon be entitled, and Borrower Parties hereby consent, to seek relief from any stay imposed on or against the rights or remedies otherwise available to Lender as provided in the Loan Documents and/or in this Agreement solely to the extent permissible under applicable statutes and court rules. Borrower Parties hereby further agree to take and/or consent to any and all reasonable action necessary to effectuate such relief from the stay solely to the extent permissible under applicable statutes and court rules.

14. Restructuring. The parties hereto acknowledge and agree that they will negotiate and enter into discussions relating to a potential restructuring of the Loan pursuant to the term sheet attached hereto as Exhibit C, with such modifications as are acceptable to the parties hereto in their sole and absolute discretion (the "Restructuring"). All conditions to the Restructuring, including the loan documents and other agreements entered into in connection therewith, shall be

satisfactory to the parties hereto in their sole and absolute discretion (it being agreed that this Agreement does not create, impose or evidence any obligation whatsoever on the part of Lender or any Borrower Party to consummate any Restructuring and the Borrower Parties acknowledge that they shall have the right to pursue other refinancing

opportunities available to the Borrower Parties). The parties acknowledge that the Restructuring is subject to the terms of that certain Pre-Negotiation Letter Agreement, dated as of April 11, 2023, among Lender, Borrower and Indemnitor (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Pre-Negotiation Agreement")); provided, that, notwithstanding that the parties hereto have entered into this Agreement, the parties hereto acknowledge and agree that the Pre-Negotiation Agreement remains in full force and effect.

15. **Effect of Agreement.** Each Borrower Party and Lender agree that, notwithstanding this Agreement, Borrowers remains in control of the Mortgaged Property as the owner and operator thereof. Nothing in this Agreement shall: (a) constitute Lender's taking possession or control of the Mortgaged Property; (b) make Lender a "mortgagee in possession"; or (c) impose on Lender any liability for any of the Mortgaged Property.

16. **No Novation.** The parties do not intend this Agreement nor the transactions contemplated hereby to be, and this Agreement and the transactions contemplated hereby shall not, be construed to be, a novation of any of the obligations owing by any Borrower Party under or in connection with the Loan Documents. Further, the parties do not intend this Agreement or the transactions contemplated hereby to affect the priority of any of Lender's liens in any of the collateral securing the Indebtedness in any way, including, but not limited to, the liens, security interests and encumbrances created by the Mortgage and the other Loan Documents.

17. **No Amendments; Reservation of Rights; No Waiver.** This Agreement shall not be deemed to operate as an amendment of or waiver of, or to prejudice, any right, power, privilege or remedy of Lender under the Loan Documents or applicable law (including, without limitation, the right to enforce any and all conditions to Disbursements to Borrower and/or disbursement of any reserve accounts established pursuant to the Loan Agreement), nor shall entering into this Agreement preclude the Lender from refusing to enter into any amendments or further forbearances with respect to the Loan. Other than expressly provided herein, this Agreement shall not constitute a forbearance with respect to (i) any failure by the Borrower Parties to comply with any covenant or other provision in the Loan Documents or (ii) the occurrence or continuance of any present or future default or Event of Default.

18. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, and all of which when taken together shall constitute a single agreement. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") or an electronic signature executed through DocuSign. The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce

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Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code. The parties hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of the signature, and hereby agree that such electronically transmitted or signed signatures shall be conclusive proof, admissible in judicial proceedings, of the parties' execution of this Agreement.

19. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective successors and assigns.

20. **Authority.** Each party hereto (i) represents and warrants that it is authorized to enter into this Agreement, and (ii) acknowledges that the other party to this Agreement has relied upon such representation and warranty.

21. **Entire Agreement.** This Agreement constitutes the entire and final agreement among the parties and there are no agreements, understandings, warranties or representations among the parties except as set forth and contemplated herein.

22. **Severability.** If any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable under any present or future law by the final judgment of a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and be legal, valid and enforceable.

23. **Further Assurances.** The Borrower Parties agree to take all further actions and execute all further documents as Lender may from time to time reasonably request to carry out the transactions contemplated by this Agreement and all other agreements executed and delivered in connection herewith.

24. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to principles of conflicts of laws.

25. **Lender Not Liable for Expenses; No Joint Venture.** Nothing in this Agreement shall be intended or construed to hold Lender liable or responsible for any expenses, disbursements, liabilities or obligations of any kind or nature whatsoever, including but not limited to, wages, salaries, payroll taxes, withholding, benefits or other amounts payable to or on behalf of Borrower. This Agreement shall not constitute a joint venture or partnership agreement of any kind between the parties hereto, or otherwise create the relationship of joint venturers or partners among the parties hereto.

26. **Costs and Expenses.** Each Borrower Party agrees that the following are secured by the Loan Documents: (a) all of Lender's reasonable out-of-pocket costs and expenses in connection with the preparation, execution, delivery, and administration of this Agreement and, to the extent provided in the Loan Documents, Lender's reasonable out-of-pocket costs and expenses in connection with any discussions or correspondences prior to the date of this Agreement, including, in each case, without limitation, the reasonable fees and disbursements of counsel for Lender, (b) to the extent provided in the Loan Documents, all costs and expenses incurred on or

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prior to the date hereof by Lender, in connection with the enforcement of the Loan Documents, including, without limitation, reasonable attorneys' fees if collection is by or through an attorney at law, and (c) to the extent provided in the Loan Documents, all reasonable out-of-pocket costs and expenses in connection with any refinancing, renegotiation or restructuring of the Loan Documents and any amendment, waiver or consent relating thereto (including, without limitation, the reasonable fees and expenses of counsel for Lender).

27. **Notices.** All notices, consents, approvals and requests required or permitted hereunder shall be given in accordance with Section 14.1 of the Loan Agreement.

[Signature page follows]

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IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the Forbearance Effective Date.

BORROWER:

TPHGREENWICH OWNER LLC,
a Delaware limited liability company

By: /s/ Steven Kahn

Name: Steven Kahn

Title: Chief Financial Officer

INDEMNITOR:

TRINITY PLACE HOLDINGS INC.,
a Delaware corporation

By: /s/ Steven Kahn

Name: Steven Kahn

Title: Chief Financial Officer

[Signatures continue on next page]

LENDER AND ADMINISTRATIVE AGENT:

MACQUARIE PF INC.,
a Delaware corporation

By: /s/ Jackie Hamilton

Name: Jackie Hamilton

Title: Authorized Signatory

By: /s/ Gautham Srinivas

Name: Gautham Srinivas

Title: Authorized Signatory

MEZZANINE LENDER CONSENT

By its execution below, Mezzanine Lender hereby consents to the Forbearance Agreement.

TPHS LENDER II LLC,
a Delaware limited liability company

By: Midtown Acquisitions GP LLC, its Manager

By: /s/ Joshua D. Morris
Name: Joshua D. Morris
Title: Manager

ANNEX I – FORBEARANCE DEFAULTS

- 1. Any failure by the Borrower to make payments under the Loan Agreement including, without limitation, interest payments due on September 1, 2023 and principal and interest payments due at maturity.**
- 2. Any failure by the Borrower to achieve any Milestone Construction Hurdles (as defined in the Loan Agreement) as and when required under the Loan Agreement, or to satisfy the Quarterly Sales Hurdle (as defined in the Loan Agreement) or make the related prepayment as and when required under the Loan Agreement.**

Exhibit 31.1

CERTIFICATION

I, Matthew Messinger, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Trinity Place Holdings 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 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 and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

- a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
- b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: **November 14, 2023** **May 15, 2024**

By: /s/ Matthew Messinger
Matthew Messinger
President and Chief Executive Officer

Exhibit 31.2

CERTIFICATION

I, Steven Kahn, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Trinity Place Holdings 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 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 and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

- a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
- b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: **November 14, 2023** **May 15, 2024**

By: /s/ Steven Kahn

Steven Kahn

Chief Financial Officer

Exhibit 32.1

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

In connection with the Quarterly Report of Trinity Place Holdings Inc. ("Trinity") on Form 10-Q for the period ended **September 30, 2023** **March 31, 2024**, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Matthew Messinger, President and Chief Executive Officer of Trinity, certify, to the best of my knowledge, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

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

/s/ Matthew Messinger

Matthew Messinger

President and Chief Executive Officer

Trinity Place Holdings Inc.

November 14, 2023 **May 15, 2024**

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Trinity and will be retained by Trinity and furnished to the Securities and Exchange Commission or its staff upon request.

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of this report or as a separate disclosure document.

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

In connection with the Quarterly Report of Trinity Place Holdings Inc. ("Trinity") on Form 10-Q for the period ended **September 30, 2023** **March 31, 2024**, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Steven Kahn, Chief Financial Officer of Trinity, certify, to the best of my knowledge, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

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

/s/ Steven Kahn

Steven Kahn

Chief Financial Officer

Trinity Place Holdings Inc.

November 14, 2023 **May 15, 2024**

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to Trinity and will be retained by Trinity and furnished to the Securities and Exchange Commission or its staff upon request.

The foregoing certification is being furnished solely pursuant to 18 U.S.C. Section 1350 and is not being filed as part of this report or as a separate disclosure document.

DISCLAIMER

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