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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

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**FORM 8-K**

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

**Date of report (Date of earliest event reported): December 7, 2004**

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**MACK-CALI REALTY CORPORATION  
(Exact Name of Registrant as Specified in Charter)**

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**Maryland  
(State or Other Jurisdiction  
of Incorporation)**

**1-13274  
(Commission File Number)**

**22-3305147  
(IRS Employer  
Identification No.)**

**11 Commerce Drive, Cranford, New Jersey, 07016  
(Address of Principal Executive Offices) (Zip Code)**

**(908) 272-8000  
(Registrant's telephone number, including area code)**

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

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

### **Item 1.01 Entry into a Material Definitive Agreement**

On December 7, 2004, the board of directors (the “Board of Directors”) of Mack-Cali Realty Corporation (the “Company”) approved the recommendations of the Executive Compensation and Option Committee and authorized the Company to:

(a) increase the annual compensation paid to non-employee members of the Board of Directors of the Company from \$25,000 to \$30,000, and increase the compensation paid to non-employee members of the Board of Directors of the Company for (i) telephonic meeting participation from \$250 to \$1,000 and (ii) committee meeting participation from \$500 to \$1,000.

(b) grant to each non-employee member of the Board of Directors of the Company restricted stock awards, no later than December 31, 2004, pursuant to the Amended and Restated 2000 Director Stock Option Plan in an amount equal to one thousand (1,000) shares of the Company’s common stock. The restricted common stock granted to the non-employee members of the Board of Directors of the Company will vest on January 1, 2006. A form of restricted share award agreement, effective December 7, 2004, entered into with each director is filed as an exhibit herewith.

(c) enter into restricted share award agreements, effective December 7, 2004, with each of Mitchell E. Hersh, Barry Lefkowitz, Roger W. Thomas and Michael A. Grossman, pursuant to which Messrs. Hersh, Lefkowitz, Thomas and Grossman were issued 13,514, 7,568, 6,487 and 6,487 shares of restricted stock, respectively, pursuant to the Company’s 2000 Employee Stock Option Plan originally effective as of September 11, 2000, and amended as of May 14, 2002. The restricted common stock will be fully vested upon issuance and will be subject to a six month restriction prohibiting the restricted common stock from being sold, assigned, transferred, gifted or otherwise disposed of, mortgaged, pledged or otherwise hypothecated. In connection with the issuance of the restricted stock, the Company also entered into agreements with Messrs. Hersh, Lefkowitz, Thomas and Grossman for certain tax gross-up payments. Copies of the restricted share award agreements and the tax gross-up agreements are filed as exhibits herewith.

(d) based upon the Company’s performance in 2004:

(i) grant cash bonuses, for fiscal year 2004, to Messrs. Hersh, Lefkowitz, Thomas and Grossman of \$625,000, \$350,000, \$300,000 and \$300,000, respectively.

(ii) declare, to be fully vested as of January 1, 2005: 9,000, 4,200, 3,600 and 3,000 shares of restricted common stock granted to Messrs. Hersh, Lefkowitz, Thomas and Grossman, respectively, pursuant to restricted share award agreements dated January 2, 2003, and 2,344 shares of restricted common stock granted to Mr. Hersh on July 1, 1999; 979 shares of restricted common stock granted to Mr. Lefkowitz on July 1, 1999; 826 and 52 shares of restricted common stock granted to Mr. Thomas on July 1, 1999 and March 12, 2001, respectively; and 972 and 150 shares of restricted stock granted to Mr. Grossman on December 6, 1999 and March 12, 2001, respectively, all pursuant to restricted

share award agreements that were amended as of January 2, 2003, all of which were due to vest on January 1, 2005, and make the attendant tax gross up payments to such Executive Officers as soon as practicable following the vesting of such restricted shares.

**Item 9.01 Financial Statements and Exhibits.**

**(c) Exhibits**

<b>Exhibit No.</b>	<b>Description</b>
10.1	Form of Restricted Share Award Agreement effective December 7, 2004 by and between Mack-Cali Realty Corporation and each of William L. Mack, Alan S. Bernikow, John R. Cali, Nathan Gantcher, Martin Gruss, David S. Mack, Alan G. Philibosian, Dr. Irwin R. Reid, Vincent Tese, Robert F. Weinberg and Roy J. Zuckerberg.
10.2	Restricted Share Award Agreement effective December 7, 2004 by and between Mack-Cali Realty Corporation and Mitchell E. Hersh.
10.3	Tax Gross Up Agreement effective December 7, 2004 by and between Mack-Cali Realty Corporation and Mitchell E. Hersh.
10.4	Restricted Share Award Agreement effective December 7, 2004 by and between Mack-Cali Realty Corporation and Barry Lefkowitz.
10.5	Tax Gross Up Agreement effective December 7, 2004 by and between Mack-Cali Realty Corporation and Barry Lefkowitz.
10.6	Restricted Share Award Agreement effective December 7, 2004 by and between Mack-Cali Realty Corporation and Roger W. Thomas.
10.7	Tax Gross Up Agreement effective December 7, 2004 by and between Mack-Cali Realty Corporation and Roger W. Thomas.
10.8	Restricted Share Award Agreement effective December 7, 2004 by and between Mack-Cali Realty Corporation and Michael A. Grossman.
10.9	Tax Gross Up Agreement effective December 7, 2004 by and between Mack-Cali Realty Corporation and Michael A. Grossman.

## **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 hereunto duly authorized.

**MACK-CALI REALTY CORPORATION**

Dated: December 9, 2004

By: /s/ ROGER W. THOMAS  
Roger W. Thomas  
Executive Vice President, General Counsel  
and Secretary

## EXHIBIT INDEX

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**MACK-CALI REALTY CORPORATION**

**RESTRICTED SHARE AWARD AGREEMENT**

**[Name of Director]**

**AGREEMENT EVIDENCING THE GRANT  
OF A RESTRICTED SHARE AWARD PURSUANT  
TO THE AMENDED AND RESTATED 2000 DIRECTOR STOCK OPTION PLAN  
OF MACK-CALI REALTY CORPORATION**

**AGREEMENT** ("Agreement") effective as of December 7, 2004 ("Grant Date") by and between Mack-Cali Realty Corporation (the "Company") and **[Name of Director]** ("Recipient").

**WHEREAS**, pursuant to the Amended and Restated 2000 Director Stock Option Plan of Mack-Cali Realty Corporation (the "Plan"), the Company hereby awards shares of the Company's common stock, par value \$.01 per share ("Common Stock") to the Recipient subject to such terms, conditions, and restrictions (hereinafter, "Restricted Share Award") as set forth in the Plan, and this Agreement;

**NOW THEREFORE**, the parties hereto hereby agree as follows:

**1. Award of Shares of Restricted Stock.**

Pursuant to the Plan, the Committee hereby awards to the Recipient, effective as of the Grant Date, a Restricted Share Award representing the conditional receipt of 1,000 shares of Common Stock ("Restricted Shares") at no out-of-pocket cost to the Recipient subject to the terms, conditions and restrictions set forth herein. Capitalized terms not otherwise defined in this Agreement shall be as defined in the Plan.

**2. Award Restrictions.**

(a) General Rules. Ownership of Restricted Shares shall not vest in the Recipient, and shall be subject to forfeiture until the conditions of Section 2(b) or Section 4 are fully satisfied. For purposes of this Agreement, the following concepts shall be defined as follows: (i) the lapse of restrictions on the Recipient's rights with respect to the Restricted Shares granted hereunder shall be referred to as "Vesting"; (ii) the period between the Grant Date and the date of Vesting shall be referred to as the

"Vesting Period"; and (iii) the date Vesting occurs shall be referred to as the "Vesting Date."

(b) Vesting. All of the Restricted Shares granted hereunder shall Vest and be deemed earned on January 1, 2006. Vesting of the Restricted Shares granted hereunder is conditioned upon Recipient's continued service with the Company as a member of the Board of Directors through and including the Vesting Date.

(c) Lapse of Restrictions. Upon the Vesting of Restricted Shares, the Recipient shall own the Shares free and clear of all restrictions imposed by this Agreement and the Recipient shall be free to hold or dispose of such Shares in his discretion, subject to applicable federal and state law or regulations.

(d) Prohibition Against Assignment. During the Vesting Period, the Restricted Shares may not be transferred or encumbered by the Recipient by means of sale, assignment, mortgage, transfer, exchange, pledge, or otherwise. The levy of any execution, attachment, or similar process upon the Restricted Shares shall be null and void.

### **3. Stock Certificates**

(a) Certificates. Restricted Shares shall be evidenced by a stock certificate registered in the name of the Recipient or a nominee or nominees therefor. As soon as practicable following the date hereof, the Company shall prepare and issue such certificate for the Restricted Shares (the "Share Certificate"), which shall be registered in the name of the Recipient or a nominee and which shall bear such restrictive legend or legends (if any) as the Company may deem necessary or desirable under any applicable law.

(b) Stock Powers. The Recipient shall execute and deliver to the

designee of the Company (the "Designee") stock powers corresponding to the Share Certificate designating the Company as the transferee of an unspecified number of Shares, which stock powers may be completed by the Designee as specified herein. The Recipient and the Company each waive the requirement that the signature of the Recipient on the stock powers be guaranteed. Upon receipt of a copy of this Agreement and the stock powers, each signed by the Recipient, the Designee shall promptly notify the proper officers of the Company and the Share Certificate and stock powers shall be held by the Company in accordance with the terms of this Agreement.

(c) Effect of Vesting. Upon Vesting, the Company shall cause to be delivered to the Recipient (i) a certificate for the Shares which have vested free and clear of restrictive legends and (ii) any stock powers signed hereunder by the Recipient remaining in its possession related to the vested Shares. In the event that the Recipient dies after Shares are vested but before delivery of the certificate for the vested Shares, such certificate shall be delivered to, and registered in the name of, the Recipient's beneficiary or estate, as the case may be.

(d) Rights of Stockholder. Except as otherwise provided in Section 2 and this Section 3, during the Vesting Period and after the certificates for the Restricted Shares have been issued, the Recipient shall be entitled to all rights of a stockholder of the Company, including the right to vote and the right to receive dividends, with respect to the Restricted Shares subject to this Agreement. Subject to applicable withholding requirements, if any, dividends on the Restricted Shares shall be paid to the Recipient when earned and payable.

(e) Power of Designee. The Designee is hereby authorized by the Recipient to utilize the stock power delivered by the Recipient to transfer all forfeited

Shares to the Company upon receipt of instructions from a duly authorized representative of the Company.

**4. Termination of Service.**

(a) Termination Due to Disability, Death or Retirement; Change in Control. If the Recipient's service as a member of the Board of Directors terminates due to Disability, death or Retirement, all Restricted Shares subject to this Agreement and held by, or on behalf of, the Recipient shall be deemed earned and vested as of the Recipient's last day of service as a member of the Board of Directors. In addition, all Restricted Shares subject to this Agreement and held by the Recipient on the date a Change in Control occurs shall be deemed earned and vested as of such date.

(b) Termination for Any Other Reason. If the Recipient's service with as a member of the Board of Directors terminates prior to January 1, 2006 and prior to the occurrence of a Change in Control for reasons other than Disability, death or Retirement, any Restricted Shares subject to this Agreement that have not been earned and vested on the last day of the Recipient's service as a member of the Board of Directors shall be immediately forfeited.

**5. Withholding.**

In connection with the delivery of any stock certificates, or the making of any payment in accordance with the provisions of this Agreement, to the extent not otherwise paid by or on behalf of the Recipient, the Company shall withhold Shares or cash amounts (for fractional Shares) equal to the taxes, if any, then required by applicable federal, state and local law to be so withheld.

**6. Adjustments for Capital Changes.**

In the event of any change in the outstanding shares of Common Stock of the Company by reason of any stock dividend or split, recapitalization, merger, consolidation, spin-off, reorganization, combination or exchange of shares, or other similar corporate change, or other increase or decrease in such shares effected without receipt or payment of consideration by the Company, a duly authorized representative of the Company shall adjust the number of Restricted Shares granted pursuant to the Plan and this Agreement to prevent dilution or enlargement of the rights granted to the Recipient.

**7. No Right to Continued Service.**

Nothing in this Agreement shall confer on the Recipient any right to continue as a member of the Board of Directors.

**8. Notice.**

Any notice to the Company hereunder shall be in writing addressed to:

Mack-Cali Realty Corporation  
11 Commerce Drive  
Cranford, New Jersey 07016  
Attn: Mitchell E. Hersh  
President & Chief Executive Officer

Any notice to the Recipient hereunder shall be in writing addressed to:

**[Address of Recipient]**

or such other address as the Recipient shall notify the Company in writing.

**9. Entire Agreement.**

This Agreement contains the entire understanding of the parties and shall not be modified or amended except in writing and duly signed by each of the parties hereto. No waiver by either party of any default under this Agreement shall be deemed a waiver

of any later default hereunder.

**10. Construction.**

The various provisions of this Agreement are severable in their entirety. Any determination of invalidity or unenforceability of any one provision shall have no effect on the continuing force and effect of the remaining provisions.

**11. Governing Law.**

This Agreement shall be governed by the laws of the State of New Jersey applicable to contracts made, and to be enforced, within the State of New Jersey.

**12. Successors.**

This Agreement shall be binding upon and inure to the benefit of the successors, assigns and heirs of the respective parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective on the date first above written.

**Mack-Cali Realty Corporation**

**By:** \_\_\_\_\_  
**Mitchell E. Hersh**  
**President & Chief Executive**  
**Officer**

**Recipient**

\_\_\_\_\_  
**[Name of Director]**

**MACK-CALI REALTY CORPORATION**

**RESTRICTED SHARE AWARD AGREEMENT**

**Mitchell E. Hersh**

**AGREEMENT EVIDENCING THE GRANT  
OF A RESTRICTED SHARE AWARD PURSUANT  
TO THE EMPLOYEE STOCK OPTION PLAN  
OF MACK-CALI REALTY CORPORATION**

**AGREEMENT** ("Agreement") effective as of December 7, 2004 ("Grant Date") by and between Mack-Cali Realty Corporation (the "Company") and Mitchell E. Hersh ("Recipient").

**WHEREAS**, pursuant to the 2000 Employee Stock Option Plan of Mack-Cali Realty Corporation (the "Plan"), the Company hereby awards shares of the Company's common stock, par value \$.01 per share ("Common Stock") to the Recipient subject to such terms, conditions, and restrictions (hereinafter, "Restricted Share Award") as set forth in the Plan and this Agreement;

**NOW THEREFORE**, the parties hereto hereby agree as follows:

**1. Award of Shares of Restricted Stock.**

Pursuant to the Plan, the Committee hereby awards to the Recipient, effective as of the Grant Date, a Restricted Share Award representing the conditional receipt of thirteen thousand five hundred fourteen (13,514) shares of Common Stock ("Restricted Shares") at no out-of-pocket cost to the Recipient subject to the terms, conditions and restrictions set forth herein. Capitalized terms not otherwise defined in this Agreement shall be as defined in the Plan.

**2. Award Restrictions.**

(a) General Rules. Notwithstanding that ownership of Restricted Shares is fully vested in the Recipient as of the Grant Date, the Restricted Shares granted hereunder may not be disposed of on or prior to, and shall not be transferable until the first day following the six month anniversary of the Grant Date (the "Holding Period").

(b) Vesting. All thirteen thousand five hundred fourteen (13,514) Restricted Shares granted hereunder shall be fully vested in the Recipient on the Grant Date.

(c) Expiration of the Holding Period. Upon the expiration of the Holding Period, the Recipient shall own the Shares free and clear of all restrictions imposed by this Agreement and the Recipient shall be free to hold or dispose of such Shares in his discretion, subject to applicable federal and state law or regulations.

(d) Prohibition Against Assignment. During the Holding Period, the Restricted Shares may not be transferred or encumbered by the Recipient by means of sale, assignment, mortgage, transfer, exchange, pledge, or otherwise. The levy of any execution, attachment, or similar process upon the Restricted Shares shall be null and void.

### **3. Stock Certificates.**

(a) Certificates. Restricted Shares shall be evidenced by a certificate registered in the name of the Recipient or a nominee or nominees therefor. As soon as practicable following the date hereof, the Company shall prepare a certificate for the Restricted Shares, which shall be registered in the name of the Recipient or a nominee and which shall bear such restrictive legend or legends (if any) as the Company may deem necessary or desirable under any applicable law.

(b) Effect of the Expiration of the Holding Period. Upon the expiration of the Holding Period, the Company shall cause to be delivered to the Recipient a certificate for the Shares free and clear of restrictive legends. In the event that the Recipient dies before delivery of the certificate for the unrestricted Shares, such certificate shall be delivered to, and registered in the name of, the Recipient's beneficiary or estate, as the case may be.

(c) Rights of Stockholder. Except as otherwise provided in Section 2 and this Section 3, during the Holding Period and after the certificates for the Restricted Shares have been issued, the Recipient shall be entitled to all rights of a stockholder of the Company, including the right to vote and the right to receive dividends, with respect to the Restricted Shares subject to this Agreement. Subject to applicable withholding

requirements, if any, dividends on the Restricted Shares shall be paid to the Recipient when earned and payable.

**4. Termination of Employment.**

A termination of the Recipient's employment with the Company for any reason on or prior to the expiration of the Holding Period shall have no effect on the obligations of the Company under this Agreement. In the event that the Recipient's employment with the Company is terminated for any reason on or prior to delivery of the certificate for the unrestricted Shares, such certificate shall be delivered to the Recipient in accordance with Section 3 as if the Recipient's employment with the Company had not been terminated.

**5. Withholding.**

In connection with the delivery of any stock certificates, or the making of any payment in accordance with the provisions of this Agreement, to the extent not otherwise paid by or on behalf of the Recipient, the Company shall withhold Shares or cash amounts (for fractional Shares) equal to the taxes then required by applicable federal, state and local law to be so withheld.

**6. Adjustments for Capital Changes.**

In the event of any change in the outstanding shares of Common Stock of the Company by reason of any stock dividend or split, recapitalization, merger, consolidation, spin-off, reorganization, combination or exchange of shares, or other similar corporate change, or other increase or decrease in such shares effected without receipt or payment of consideration by the Company, a duly authorized representative of the Company shall adjust the number of Restricted Shares granted pursuant to the Plan and this Agreement to prevent dilution or enlargement of the rights granted to the Recipient.

**7. No Right to Continued Employment.**

Nothing in this Agreement shall confer on the Recipient any right to continue as an employee of the Company or in any way affect the Company's or any subsidiary's

right to terminate the Recipient's employment at any time subject to the terms of the Recipient's employment agreement.

**8. Notice.**

Any notice to the Company hereunder shall be in writing addressed to:

Mack-Cali Realty Corporation  
11 Commerce Drive  
Cranford, New Jersey 07016

Attn: Roger W. Thomas, Esq.  
General Counsel

Any notice to the Recipient hereunder shall be in writing addressed to:

the Recipient at his address as set forth in the Company records or such other address as the Recipient shall notify the Company of in writing.

**9. Entire Agreement.**

This Agreement contains the entire understanding of the parties and shall not be modified or amended except in writing and duly signed by each of the parties hereto. No waiver by either party of any default under this Agreement shall be deemed a waiver of any later default hereunder.

**10. Construction.**

The various provisions of this Agreement are severable in their entirety. Any determination of invalidity or unenforceability of any one provision shall have no effect on the continuing force and effect of the remaining provisions.

**11. Governing Law.**

This Agreement shall be governed by the laws of the State of New Jersey applicable to contracts made, and to be enforced, within the State of New Jersey.

**12. Successors.**

This Agreement shall be binding upon and inure to the benefit of the successors, assigns and heirs of the respective parties.

**Remainder of page intentionally left blank.**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective on the date first above written.

**Mack-Cali Realty Corporation**

**By: /s/ BARRY LEFKOWITZ  
Barry Lefkowitz  
Executive Vice President and  
Chief Financial Officer**

**Recipient**

**/s/ MITCHELL E. HERSH  
Mitchell E. Hersh**

**MACK-CALI REALTY CORPORATION**

**TAX GROSS UP AGREEMENT**

**AGREEMENT** (“Agreement”) effective as of December 7, 2004 by and between Mack-Cali Realty Corporation (the “Company”) and Mitchell E. Hersh (“Employee”).

**WHEREAS**, pursuant to the 2000 Employee Stock Option Plan of Mack-Cali Realty Corporation (the “Plan”), the Company, on December 7, 2004, awarded thirteen thousand five hundred fourteen (13,514) shares (“Restricted Shares”) of the Company’s common stock, par value \$.01 per share (“Company’s Common Stock”) to the Employee subject to the terms, conditions, and restrictions set forth in the Plan and the Restricted Share Award Agreement between the Employee and the Company dated December 7, 2004 (hereinafter, “Restricted Share Award Agreement”); and

**WHEREAS**, the Company wishes to provide the Employee with a tax gross up payment upon the date of grant applicable to such Restricted Shares;

**NOW THEREFORE**, the parties hereto agree as follows:

1. Employee shall receive a tax gross-up payment in an amount equal to two hundred sixty-eight thousand seven hundred fifty dollars (\$268,750) (the “Tax Gross-Up Payment”) from the Company.
2. The Tax Gross-Up Payment shall be made as soon as practicable following the date of grant but in no event later than December 31, 2004.
3. The Company shall have the right to deduct and withhold from the Tax Gross-Up Payment all social security and other federal, state and local taxes and charges which currently are or which hereafter may be required by law to be so deducted and withheld.
4. Nothing in this Agreement shall confer on the Employee any right to continue as an employee of the Company or in any way affect the Company’s or any subsidiary’s right to terminate the Employee’s employment at any time subject to the terms of the Employee’s employment agreement.
5. This Agreement contains the entire understanding of the parties with respect to the payment of the Tax Gross-Up Payment and this Agreement shall not be modified or amended except in writing and duly signed by each of the parties.
6. This Agreement shall be governed by the laws of the State of New Jersey applicable to contracts made, and to be enforced, within the State of New Jersey.

7. This Agreement shall be binding upon and inure to the benefit of the successors, assigns and heirs of the respective parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective on the date first above written.

**Mack-Cali Realty Corporation**

**By: /s/ BARRY LEFKOWITZ**  
**Barry Lefkowitz**  
**Executive Vice President and**  
**Chief Financial Officer**

**Employee**

**/s/ MITCHELL E. HERSH**  
**Mitchell E. Hersh**

**MACK-CALI REALTY CORPORATION**

**RESTRICTED SHARE AWARD AGREEMENT**

**Barry Lefkowitz**

**AGREEMENT EVIDENCING THE GRANT  
OF A RESTRICTED SHARE AWARD PURSUANT  
TO THE EMPLOYEE STOCK OPTION PLAN  
OF MACK-CALI REALTY CORPORATION**

**AGREEMENT** ("Agreement") effective as of December 7, 2004 ("Grant Date") by and between Mack-Cali Realty Corporation (the "Company") and Barry Lefkowitz ("Recipient").

**WHEREAS**, pursuant to the 2000 Employee Stock Option Plan of Mack-Cali Realty Corporation (the "Plan"), the Company hereby awards shares of the Company's common stock, par value \$.01 per share ("Common Stock") to the Recipient subject to such terms, conditions, and restrictions (hereinafter, "Restricted Share Award") as set forth in the Plan and this Agreement;

**NOW THEREFORE**, the parties hereto hereby agree as follows:

**1. Award of Shares of Restricted Stock.**

Pursuant to the Plan, the Committee hereby awards to the Recipient, effective as of the Grant Date, a Restricted Share Award representing the conditional receipt of seven thousand five hundred sixty-eight (7,568) shares of Common Stock ("Restricted Shares") at no out-of-pocket cost to the Recipient subject to the terms, conditions and restrictions set forth herein. Capitalized terms not otherwise defined in this Agreement shall be as defined in the Plan.

**2. Award Restrictions.**

(a) General Rules. Notwithstanding that ownership of Restricted Shares is fully vested in the Recipient as of the Grant Date, the Restricted Shares granted hereunder may not be disposed of on or prior to, and shall not be transferable until the first day following the six month anniversary of the Grant Date (the "Holding Period").

(b) Vesting. All seven thousand five hundred sixty-eight (7,568) Restricted Shares granted hereunder shall be fully vested in the Recipient on the Grant Date.

(c) Expiration of the Holding Period. Upon the expiration of the Holding Period, the Recipient shall own the Shares free and clear of all restrictions imposed by this Agreement and the Recipient shall be free to hold or dispose of such Shares in his discretion, subject to applicable federal and state law or regulations.

(d) Prohibition Against Assignment. During the Holding Period, the Restricted Shares may not be transferred or encumbered by the Recipient by means of sale, assignment, mortgage, transfer, exchange, pledge, or otherwise. The levy of any execution, attachment, or similar process upon the Restricted Shares shall be null and void.

### **3. Stock Certificates.**

(a) Certificates. Restricted Shares shall be evidenced by a certificate registered in the name of the Recipient or a nominee or nominees therefor. As soon as practicable following the date hereof, the Company shall prepare a certificate for the Restricted Shares, which shall be registered in the name of the Recipient or a nominee and which shall bear such restrictive legend or legends (if any) as the Company may deem necessary or desirable under any applicable law.

(b) Effect of the Expiration of the Holding Period. Upon the expiration of the Holding Period, the Company shall cause to be delivered to the Recipient a certificate for the Shares free and clear of restrictive legends. In the event that the Recipient dies before delivery of the certificate for the unrestricted Shares, such certificate shall be delivered to, and registered in the name of, the Recipient's beneficiary or estate, as the case may be.

(c) Rights of Stockholder. Except as otherwise provided in Section 2 and this Section 3, during the Holding Period and after the certificates for the Restricted Shares have been issued, the Recipient shall be entitled to all rights of a stockholder of the Company, including the right to vote and the right to receive dividends, with respect to the Restricted Shares subject to this Agreement. Subject to applicable withholding

requirements, if any, dividends on the Restricted Shares shall be paid to the Recipient when earned and payable.

**4. Termination of Employment.**

A termination of the Recipient's employment with the Company for any reason on or prior to the expiration of the Holding Period shall have no effect on the obligations of the Company under this Agreement. In the event that the Recipient's employment with the Company is terminated for any reason on or prior to delivery of the certificate for the unrestricted Shares, such certificate shall be delivered to the Recipient in accordance with Section 3 as if the Recipient's employment with the Company had not been terminated.

**5. Withholding.**

In connection with the delivery of any stock certificates, or the making of any payment in accordance with the provisions of this Agreement, to the extent not otherwise paid by or on behalf of the Recipient, the Company shall withhold Shares or cash amounts (for fractional Shares) equal to the taxes then required by applicable federal, state and local law to be so withheld.

**6. Adjustments for Capital Changes.**

In the event of any change in the outstanding shares of Common Stock of the Company by reason of any stock dividend or split, recapitalization, merger, consolidation, spin-off, reorganization, combination or exchange of shares, or other similar corporate change, or other increase or decrease in such shares effected without receipt or payment of consideration by the Company, a duly authorized representative of the Company shall adjust the number of Restricted Shares granted pursuant to the Plan and this Agreement to prevent dilution or enlargement of the rights granted to the Recipient.

**7. No Right to Continued Employment.**

Nothing in this Agreement shall confer on the Recipient any right to continue as an employee of the Company or in any way affect the Company's or any subsidiary's

right to terminate the Recipient's employment at any time subject to the terms of the Recipient's employment agreement.

**8. Notice.**

Any notice to the Company hereunder shall be in writing addressed to:

Mack-Cali Realty Corporation  
11 Commerce Drive  
Cranford, New Jersey 07016

Attn: Roger W. Thomas, Esq.  
General Counsel

Any notice to the Recipient hereunder shall be in writing addressed to:

the Recipient at his address as set forth in the Company records or such other address as the Recipient shall notify the Company of in writing.

**9. Entire Agreement.**

This Agreement contains the entire understanding of the parties and shall not be modified or amended except in writing and duly signed by each of the parties hereto. No waiver by either party of any default under this Agreement shall be deemed a waiver of any later default hereunder.

**10. Construction.**

The various provisions of this Agreement are severable in their entirety. Any determination of invalidity or unenforceability of any one provision shall have no effect on the continuing force and effect of the remaining provisions.

**11. Governing Law.**

This Agreement shall be governed by the laws of the State of New Jersey applicable to contracts made, and to be enforced, within the State of New Jersey.

**12. Successors.**

This Agreement shall be binding upon and inure to the benefit of the successors, assigns and heirs of the respective parties.

**Remainder of page intentionally left blank.**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective on the date first above written.

**Mack-Cali Realty Corporation**

**By: /s/ MITCHELL E. HERSH  
Mitchell E. Hersh  
President and  
Chief Executive Officer**

**Recipient**

**/s/ BARRY LEFKOWITZ  
Barry Lefkowitz**

**MACK-CALI REALTY CORPORATION**

**TAX GROSS UP AGREEMENT**

**AGREEMENT** ("Agreement") effective as of December 7, 2004 by and between Mack-Cali Realty Corporation (the "Company") and Barry Lefkowitz ("Employee").

**WHEREAS**, pursuant to the 2000 Employee Stock Option Plan of Mack-Cali Realty Corporation (the "Plan"), the Company, on December 7, 2004, awarded seven thousand five hundred sixty-eight (7,568) shares ("Restricted Shares") of the Company's common stock, par value \$.01 per share ("Company's Common Stock") to the Employee subject to the terms, conditions, and restrictions set forth in the Plan and the Restricted Share Award Agreement between the Employee and the Company dated December 7, 2004 (hereinafter, "Restricted Share Award Agreement"); and

**WHEREAS**, the Company wishes to provide the Employee with a tax gross up payment upon the date of grant applicable to such Restricted Shares;

**NOW THEREFORE**, the parties hereto agree as follows:

1. Employee shall receive a tax gross-up payment in an amount equal to one hundred fifty thousand five hundred dollars (\$150,500) (the "Tax Gross-Up Payment") from the Company.
2. The Tax Gross-Up Payment shall be made as soon as practicable following the date of grant but in no event later than December 31, 2004.
3. The Company shall have the right to deduct and withhold from the Tax Gross-Up Payment all social security and other federal, state and local taxes and charges which currently are or which hereafter may be required by law to be so deducted and withheld.
4. Nothing in this Agreement shall confer on the Employee any right to continue as an employee of the Company or in any way affect the Company's or any subsidiary's right to terminate the Employee's employment at any time subject to the terms of the Employee's employment agreement.
5. This Agreement contains the entire understanding of the parties with respect to the payment of the Tax Gross-Up Payment and this Agreement shall not be modified or amended except in writing and duly signed by each of the parties.
6. This Agreement shall be governed by the laws of the State of New Jersey applicable to contracts made, and to be enforced, within the State of New Jersey.

7. This Agreement shall be binding upon and inure to the benefit of the successors, assigns and heirs of the respective parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective on the date first above written.

**Mack-Cali Realty Corporation**

By: /s/ MITCHELL E. HERSH  
**Mitchell E. Hersh**  
**President and Chief Executive Officer**

**Employee**

/s/ BARRY LEFKOWITZ  
**Barry Lefkowitz**

**MACK-CALI REALTY CORPORATION**

**RESTRICTED SHARE AWARD AGREEMENT**

**Roger W. Thomas**

**AGREEMENT EVIDENCING THE GRANT  
OF A RESTRICTED SHARE AWARD PURSUANT  
TO THE EMPLOYEE STOCK OPTION PLAN  
OF MACK-CALI REALTY CORPORATION**

**AGREEMENT** ("Agreement") effective as of December 7, 2004 ("Grant Date") by and between Mack-Cali Realty Corporation (the "Company") and Roger W. Thomas ("Recipient").

**WHEREAS**, pursuant to the 2000 Employee Stock Option Plan of Mack-Cali Realty Corporation (the "Plan"), the Company hereby awards shares of the Company's common stock, par value \$.01 per share ("Common Stock") to the Recipient subject to such terms, conditions, and restrictions (hereinafter, "Restricted Share Award") as set forth in the Plan and this Agreement;

**NOW THEREFORE**, the parties hereto hereby agree as follows:

**1. Award of Shares of Restricted Stock.**

Pursuant to the Plan, the Committee hereby awards to the Recipient, effective as of the Grant Date, a Restricted Share Award representing the conditional receipt of six thousand four hundred eighty-seven (6,487) shares of Common Stock ("Restricted Shares") at no out-of-pocket cost to the Recipient subject to the terms, conditions and restrictions set forth herein. Capitalized terms not otherwise defined in this Agreement shall be as defined in the Plan.

**2. Award Restrictions.**

(a) General Rules. Notwithstanding that ownership of Restricted Shares is fully vested in the Recipient as of the Grant Date, the Restricted Shares granted hereunder may not be disposed of on or prior to, and shall not be transferable until the first day following the six month anniversary of the Grant Date (the "Holding Period").

(b) Vesting. All six thousand four hundred eighty-seven (6,487) Restricted Shares granted hereunder shall be fully vested in the Recipient on the Grant Date.

(c) Expiration of the Holding Period. Upon the expiration of the Holding Period, the Recipient shall own the Shares free and clear of all restrictions imposed by this Agreement and the Recipient shall be free to hold or dispose of such Shares in his discretion, subject to applicable federal and state law or regulations.

(d) Prohibition Against Assignment. During the Holding Period, the Restricted Shares may not be transferred or encumbered by the Recipient by means of sale, assignment, mortgage, transfer, exchange, pledge, or otherwise. The levy of any execution, attachment, or similar process upon the Restricted Shares shall be null and void.

### **3. Stock Certificates.**

(a) Certificates. Restricted Shares shall be evidenced by a certificate registered in the name of the Recipient or a nominee or nominees therefor. As soon as practicable following the date hereof, the Company shall prepare a certificate for the Restricted Shares, which shall be registered in the name of the Recipient or a nominee and which shall bear such restrictive legend or legends (if any) as the Company may deem necessary or desirable under any applicable law.

(b) Effect of the Expiration of the Holding Period. Upon the expiration of the Holding Period, the Company shall cause to be delivered to the Recipient a certificate for the Shares free and clear of restrictive legends. In the event that the Recipient dies before delivery of the certificate for the unrestricted Shares, such certificate shall be delivered to, and registered in the name of, the Recipient's beneficiary or estate, as the case may be.

(c) Rights of Stockholder. Except as otherwise provided in Section 2 and this Section 3, during the Holding Period and after the certificates for the Restricted Shares have been issued, the Recipient shall be entitled to all rights of a stockholder of the Company, including the right to vote and the right to receive dividends, with respect to the Restricted Shares subject to this Agreement. Subject to applicable withholding

requirements, if any, dividends on the Restricted Shares shall be paid to the Recipient when earned and payable.

**4. Termination of Employment.**

A termination of the Recipient's employment with the Company for any reason on or prior to the expiration of the Holding Period shall have no effect on the obligations of the Company under this Agreement. In the event that the Recipient's employment with the Company is terminated for any reason on or prior to delivery of the certificate for the unrestricted Shares, such certificate shall be delivered to the Recipient in accordance with Section 3 as if the Recipient's employment with the Company had not been terminated.

**5. Withholding.**

In connection with the delivery of any stock certificates, or the making of any payment in accordance with the provisions of this Agreement, to the extent not otherwise paid by or on behalf of the Recipient, the Company shall withhold Shares or cash amounts (for fractional Shares) equal to the taxes then required by applicable federal, state and local law to be so withheld.

**6. Adjustments for Capital Changes.**

In the event of any change in the outstanding shares of Common Stock of the Company by reason of any stock dividend or split, recapitalization, merger, consolidation, spin-off, reorganization, combination or exchange of shares, or other similar corporate change, or other increase or decrease in such shares effected without receipt or payment of consideration by the Company, a duly authorized representative of the Company shall adjust the number of Restricted Shares granted pursuant to the Plan and this Agreement to prevent dilution or enlargement of the rights granted to the Recipient.

**7. No Right to Continued Employment.**

Nothing in this Agreement shall confer on the Recipient any right to continue as an employee of the Company or in any way affect the Company's or any subsidiary's

right to terminate the Recipient's employment at any time subject to the terms of the Recipient's employment agreement.

**8. Notice.**

Any notice to the Company hereunder shall be in writing addressed to:

Mack-Cali Realty Corporation  
11 Commerce Drive  
Cranford, New Jersey 07016

Attn: Mitchell E. Hersh  
President and Chief Executive Officer

Any notice to the Recipient hereunder shall be in writing addressed to:

the Recipient at his address as set forth in the Company records or such other address as the Recipient shall notify the Company of in writing.

**9. Entire Agreement.**

This Agreement contains the entire understanding of the parties and shall not be modified or amended except in writing and duly signed by each of the parties hereto. No waiver by either party of any default under this Agreement shall be deemed a waiver of any later default hereunder.

**10. Construction.**

The various provisions of this Agreement are severable in their entirety. Any determination of invalidity or unenforceability of any one provision shall have no effect on the continuing force and effect of the remaining provisions.

**11. Governing Law.**

This Agreement shall be governed by the laws of the State of New Jersey applicable to contracts made, and to be enforced, within the State of New Jersey.

**12. Successors.**

This Agreement shall be binding upon and inure to the benefit of the successors, assigns and heirs of the respective parties.

**Remainder of page intentionally left blank.**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective on the date first above written.

**Mack-Cali Realty Corporation**

**By: /s/ MITCHELL E. HERSH  
Mitchell E. Hersh  
President and  
Chief Executive Officer**

**Recipient**

**/s/ ROGER W. THOMAS  
Roger W. Thomas**

**MACK-CALI REALTY CORPORATION**

**TAX GROSS UP AGREEMENT**

**AGREEMENT** ("Agreement") effective as of December 7, 2004 by and between Mack-Cali Realty Corporation (the "Company") and Roger W. Thomas ("Employee").

**WHEREAS**, pursuant to the 2000 Employee Stock Option Plan of Mack-Cali Realty Corporation (the "Plan"), the Company, on December 7, 2004, awarded six thousand four hundred eighty-seven (6,487) shares ("Restricted Shares") of the Company's common stock, par value \$.01 per share ("Company's Common Stock") to the Employee subject to the terms, conditions, and restrictions set forth in the Plan and the Restricted Share Award Agreement between the Employee and the Company dated December 7, 2004 (hereinafter, "Restricted Share Award Agreement"); and

**WHEREAS**, the Company wishes to provide the Employee with a tax gross up payment upon the date of grant applicable to such Restricted Shares;

**NOW THEREFORE**, the parties hereto agree as follows:

1. Employee shall receive a tax gross-up payment in an amount equal to one hundred twenty-nine thousand dollars (\$129,000) (the "Tax Gross-Up Payment") from the Company.
2. The Tax Gross-Up Payment shall be made as soon as practicable following the date of grant but in no event later than December 31, 2004.
3. The Company shall have the right to deduct and withhold from the Tax Gross-Up Payment all social security and other federal, state and local taxes and charges which currently are or which hereafter may be required by law to be so deducted and withheld.
4. Nothing in this Agreement shall confer on the Employee any right to continue as an employee of the Company or in any way affect the Company's or any subsidiary's right to terminate the Employee's employment at any time subject to the terms of the Employee's employment agreement.
5. This Agreement contains the entire understanding of the parties with respect to the payment of the Tax Gross-Up Payment and this Agreement shall not be modified or amended except in writing and duly signed by each of the parties.
6. This Agreement shall be governed by the laws of the State of New Jersey applicable to contracts made, and to be enforced, within the State of New Jersey.

7. This Agreement shall be binding upon and inure to the benefit of the successors, assigns and heirs of the respective parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective on the date first above written.

**Mack-Cali Realty Corporation**

By: /s/ MITCHELL E. HERSH  
**Mitchell E. Hersh**  
**President and Chief Executive Officer**

**Employee**

/s/ ROGER W. THOMAS  
**Roger W. Thomas**

**MACK-CALI REALTY CORPORATION**

**RESTRICTED SHARE AWARD AGREEMENT**

**Michael A. Grossman**

**AGREEMENT EVIDENCING THE GRANT  
OF A RESTRICTED SHARE AWARD PURSUANT  
TO THE EMPLOYEE STOCK OPTION PLAN  
OF MACK-CALI REALTY CORPORATION**

**AGREEMENT** ("Agreement") effective as of December 7, 2004 ("Grant Date") by and between Mack-Cali Realty Corporation (the "Company") and Michael A. Grossman ("Recipient").

**WHEREAS**, pursuant to the 2000 Employee Stock Option Plan of Mack-Cali Realty Corporation (the "Plan"), the Company hereby awards shares of the Company's common stock, par value \$.01 per share ("Common Stock") to the Recipient subject to such terms, conditions, and restrictions (hereinafter, "Restricted Share Award") as set forth in the Plan and this Agreement;

**NOW THEREFORE**, the parties hereto hereby agree as follows:

**1. Award of Shares of Restricted Stock.**

Pursuant to the Plan, the Committee hereby awards to the Recipient, effective as of the Grant Date, a Restricted Share Award representing the conditional receipt of six thousand four hundred eighty-seven (6,487) shares of Common Stock ("Restricted Shares") at no out-of-pocket cost to the Recipient subject to the terms, conditions and restrictions set forth herein. Capitalized terms not otherwise defined in this Agreement shall be as defined in the Plan.

**2. Award Restrictions.**

(a) General Rules. Notwithstanding that ownership of Restricted Shares is fully vested in the Recipient as of the Grant Date, the Restricted Shares granted hereunder may not be disposed of on or prior to, and shall not be transferable until the first day following the six month anniversary of the Grant Date (the "Holding Period").

(b) Vesting. All six thousand four hundred eighty-seven (6,487) Restricted Shares granted hereunder shall be fully vested in the Recipient on the Grant Date.

(c) Expiration of the Holding Period. Upon the expiration of the Holding Period, the Recipient shall own the Shares free and clear of all restrictions imposed by this Agreement and the Recipient shall be free to hold or dispose of such Shares in his discretion, subject to applicable federal and state law or regulations.

(d) Prohibition Against Assignment. During the Holding Period, the Restricted Shares may not be transferred or encumbered by the Recipient by means of sale, assignment, mortgage, transfer, exchange, pledge, or otherwise. The levy of any execution, attachment, or similar process upon the Restricted Shares shall be null and void.

### **3. Stock Certificates.**

(a) Certificates. Restricted Shares shall be evidenced by a certificate registered in the name of the Recipient or a nominee or nominees therefor. As soon as practicable following the date hereof, the Company shall prepare a certificate for the Restricted Shares, which shall be registered in the name of the Recipient or a nominee and which shall bear such restrictive legend or legends (if any) as the Company may deem necessary or desirable under any applicable law.

(b) Effect of the Expiration of the Holding Period. Upon the expiration of the Holding Period, the Company shall cause to be delivered to the Recipient a certificate for the Shares free and clear of restrictive legends. In the event that the Recipient dies before delivery of the certificate for the unrestricted Shares, such certificate shall be delivered to, and registered in the name of, the Recipient's beneficiary or estate, as the case may be.

(c) Rights of Stockholder. Except as otherwise provided in Section 2 and this Section 3, during the Holding Period and after the certificates for the Restricted Shares have been issued, the Recipient shall be entitled to all rights of a stockholder of the Company, including the right to vote and the right to receive dividends, with respect to the Restricted Shares subject to this Agreement. Subject to applicable withholding

requirements, if any, dividends on the Restricted Shares shall be paid to the Recipient when earned and payable.

**4. Termination of Employment.**

A termination of the Recipient's employment with the Company for any reason on or prior to the expiration of the Holding Period shall have no effect on the obligations of the Company under this Agreement. In the event that the Recipient's employment with the Company is terminated for any reason on or prior to delivery of the certificate for the unrestricted Shares, such certificate shall be delivered to the Recipient in accordance with Section 3 as if the Recipient's employment with the Company had not been terminated.

**5. Withholding.**

In connection with the delivery of any stock certificates, or the making of any payment in accordance with the provisions of this Agreement, to the extent not otherwise paid by or on behalf of the Recipient, the Company shall withhold Shares or cash amounts (for fractional Shares) equal to the taxes then required by applicable federal, state and local law to be so withheld.

**6. Adjustments for Capital Changes.**

In the event of any change in the outstanding shares of Common Stock of the Company by reason of any stock dividend or split, recapitalization, merger, consolidation, spin-off, reorganization, combination or exchange of shares, or other similar corporate change, or other increase or decrease in such shares effected without receipt or payment of consideration by the Company, a duly authorized representative of the Company shall adjust the number of Restricted Shares granted pursuant to the Plan and this Agreement to prevent dilution or enlargement of the rights granted to the Recipient.

**7. No Right to Continued Employment.**

Nothing in this Agreement shall confer on the Recipient any right to continue as an employee of the Company or in any way affect the Company's or any subsidiary's

right to terminate the Recipient's employment at any time subject to the terms of the Recipient's employment agreement.

**8. Notice.**

Any notice to the Company hereunder shall be in writing addressed to:

Mack-Cali Realty Corporation  
11 Commerce Drive  
Cranford, New Jersey 07016

Attn: Roger W. Thomas, Esq.  
General Counsel

Any notice to the Recipient hereunder shall be in writing addressed to:

the Recipient at his address as set forth in the Company records or such other address as the Recipient shall notify the Company of in writing.

**9. Entire Agreement.**

This Agreement contains the entire understanding of the parties and shall not be modified or amended except in writing and duly signed by each of the parties hereto. No waiver by either party of any default under this Agreement shall be deemed a waiver of any later default hereunder.

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The various provisions of this Agreement are severable in their entirety. Any determination of invalidity or unenforceability of any one provision shall have no effect on the continuing force and effect of the remaining provisions.

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This Agreement shall be governed by the laws of the State of New Jersey applicable to contracts made, and to be enforced, within the State of New Jersey.

**12. Successors.**

This Agreement shall be binding upon and inure to the benefit of the successors, assigns and heirs of the respective parties.

**Remainder of page intentionally left blank.**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective on the date first above written.

**Mack-Cali Realty Corporation**

**By: /s/ MITCHELL E. HERSH  
Mitchell E. Hersh  
President and  
Chief Executive Officer**

**Recipient**

**/s/ MICHAEL A. GROSSMAN  
Michael A. Grossman**

**MACK-CALI REALTY CORPORATION**

**TAX GROSS UP AGREEMENT**

**AGREEMENT** (“Agreement”) effective as of December 7, 2004 by and between Mack-Cali Realty Corporation (the “Company”) and Michael A. Grossman (“Employee”).

**WHEREAS**, pursuant to the 2000 Employee Stock Option Plan of Mack-Cali Realty Corporation (the “Plan”), the Company, on December 7, 2004, awarded six thousand four hundred eighty-seven (6,487) shares (“Restricted Shares”) of the Company’s common stock, par value \$.01 per share (“Company’s Common Stock”) to the Employee subject to the terms, conditions, and restrictions set forth in the Plan and the Restricted Share Award Agreement between the Employee and the Company dated December 7, 2004 (hereinafter, “Restricted Share Award Agreement”); and

**WHEREAS**, the Company wishes to provide the Employee with a tax gross up payment upon the date of grant applicable to such Restricted Shares;

**NOW THEREFORE**, the parties hereto agree as follows:

1. Employee shall receive a tax gross-up payment in an amount equal to one hundred twenty-nine thousand dollars (\$129,000) (the “Tax Gross-Up Payment”) from the Company.
2. The Tax Gross-Up Payment shall be made as soon as practicable following the date of grant but in no event later than December 31, 2004.
3. The Company shall have the right to deduct and withhold from the Tax Gross-Up Payment all social security and other federal, state and local taxes and charges which currently are or which hereafter may be required by law to be so deducted and withheld.
4. Nothing in this Agreement shall confer on the Employee any right to continue as an employee of the Company or in any way affect the Company’s or any subsidiary’s right to terminate the Employee’s employment at any time subject to the terms of the Employee’s employment agreement.
5. This Agreement contains the entire understanding of the parties with respect to the payment of the Tax Gross-Up Payment and this Agreement shall not be modified or amended except in writing and duly signed by each of the parties.
6. This Agreement shall be governed by the laws of the State of New Jersey applicable to contracts made, and to be enforced, within the State of New Jersey.

7. This Agreement shall be binding upon and inure to the benefit of the successors, assigns and heirs of the respective parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement to be effective on the date first above written.

**Mack-Cali Realty Corporation**

By: /s/ MITCHELL E. HERSH  
**Mitchell E. Hersh**  
**President and Chief Executive Officer**

**Employee**

/s/ MICHAEL A. GROSSMAN  
**Michael A. Grossman**