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

FORM 8-K

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

Date of report (Date of earliest event reported): June 22, 2007

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

Maryland
(State or Other Jurisdiction
of Incorporation)

1-13274
(Commission File Number)

22-3305147
(IRS Employer
Identification No.)

343 Thornall Street, Edison, New Jersey, **08837-2206**
(Address of Principal Executive Offices) (Zip Code)

(732) 590-1000
(Registrant's telephone number, including area code)

MACK-CALI REALTY, L.P.
(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

333-57103
(Commission File Number)

22-3315804
(IRS Employer
Identification No.)

343 Thornall Street, Edison, New Jersey, **08837-2206**
(Address of Principal Executive Offices) (Zip Code)

(732) 590-1000
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*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 June 22, 2007, Mack-Cali Realty, L.P. (the “Operating Partnership”), the operating partnership of Mack-Cali Realty Corporation (the “General Partner”), entered into an Extension and Third Modification Agreement dated as of June 22, 2007 by and among the Operating Partnership and a group of 23 lender banks (the “Extension and Third Modification Agreement”). The Extension and Third Modification Agreement modifies certain terms and conditions of the Operating Partnership’s Second Amended and Restated Revolving Credit Agreement dated as of November 23, 2004 (the “2004 Agreement”), as modified by an Extension and Modification Agreement dated as of September 16, 2005 and a Second Modification Agreement dated as of July 14, 2006 (as so modified, the “Credit Agreement”). The General Partner and certain of its subsidiaries are the guarantors of the obligations of the Operating Partnership under the Credit Agreement.

The lending group under the Credit Agreement, as supplemented by the Extension and Third Modification Agreement, consists of: JPMorgan Chase Bank, N.A., as administrative agent (the “Agent”); Bank of America, N.A., as syndication agent; Scotiabanc, Inc., Wachovia Bank, National Association, and Wells Fargo Bank, National Association, as documentation agents; SunTrust Bank, as senior managing agent; US Bank National Association, Citicorp North America, Inc. and PNC Bank, National Association, as managing agents; and Bank of China, New York Branch, The Bank of New York; Chevy Chase Bank, F.S.B., The Royal Bank of Scotland PLC, Mizuho Corporate Bank, Ltd., The Bank of Tokyo-Mitsubishi UFJ, Ltd. (Successor by merger to UFJ Bank Limited), North Fork Bank, Bank Hapoalim B.M., Comerica Bank, Chang Hwa Commercial Bank, Ltd., New York Branch, First Commercial Bank, New York Agency, Mega International Commercial Bank Co. Ltd., New York Branch, Deutsche Bank Trust Company Americas and Hua Nan Commercial Bank, New York Agency, as participants.

The material terms of the Extension and Third Modification Agreement provide for:

1. An extension of the maturity date of the Credit Agreement from November 23, 2009 to June 22, 2011;
2. A reduction in the Applicable Margin at the BBB/Baa2 level from 65 basis points to 55 basis points over the London Inter-Bank Offered Rate;
3. A reduction in the capitalization rate set forth in the definitions of Capitalized Unencumbered Property NOI and Consolidated Capitalized NOI from 8.25% to 8.00%;
4. A reduction in the capitalization rate set forth in the definitions of Capitalized Unencumbered Property NOI and Consolidated Capitalized NOI for the Operating Partnership’s CBD Properties located in Jersey City, NJ, Washington, D.C., New York, NY and other areas mutually agreed to by the Operating Partnership and Agent from time to time, from 7.75% to 6.75%;

5. An increase in the amount of the Operating Partnership's permitted Other Investments from the lower of \$200 million or 7.5% of Consolidated Total Capitalization to 15.0% of Consolidated Total Capitalization;
6. The elimination of the limitation on distributions of 90% of FFO set forth in Section 8.6(a) of the Credit Agreement;
7. A reduction of the percentage of the Total Commitment in the definition of Required Lenders from 66 2/3% to 51%; and
8. The elimination of cross defaults on Without Recourse obligations.

Capitalized terms used herein above without definition shall have the meanings assigned to such terms in the Credit Agreement, as modified by the Extension and Third Modification Agreement. Except as modified by the Extension and Third Modification Agreement, the terms and conditions of the Credit Agreement remain in full force and effect.

A copy of the Extension and Third Modification Agreement is filed herewith as Exhibit 10.1. Copies of the Second Modification Agreement, the Extension and Modification Agreement and the 2004 Agreement are filed as Exhibits 10.2 through 10.4.

In addition, on June 25, 2007, the General Partner issued a press release announcing the Operating Partnership's entry into the Extension and Third Modification Agreement. A copy of this press release is filed herewith as Exhibit 99.1.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement of a Registrant.

See Item 1.01 above.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1*	Extension and Third Modification Agreement dated as of June 22, 2007 by and among Mack-Cali Realty, L.P., JPMorgan Chase Bank, N.A., as administrative agent, and the several Lenders party thereto.
10.2	Second Modification Agreement dated as of July 14, 2006 by and among Mack-Cali Realty, L.P., JPMorgan Chase Bank, N.A., as administrative agent, and the several Lenders party thereto (filed as Exhibit 10.1 to the Mack-Cali Realty Corporation's Current Report on Form 8-K dated July 14, 2006 and incorporated herein by reference).
10.3	Extension and Modification Agreement dated as of September 16, 2005 by and among Mack-Cali Realty, L.P., JPMorgan Chase Bank, N.A., as administrative agent, and the several Lenders party thereto (filed as Exhibit 10.1 to Mack-Cali Realty Corporation's Current Report on Form 8-K dated September 16, 2005 and incorporated herein by reference).
10.4	Second Amended and Restated Revolving Credit Agreement among Mack-Cali Realty, L.P., JPMorgan Chase Bank, N.A., Bank of America, N.A., and other lending institutions that are or may become a party to the Second Amended and Restated Revolving Credit Agreement dated as of November 23, 2004 (filed as Exhibit 10.1 to Mack-Cali Realty Corporation's Current Report on Form 8-K dated November 23, 2004 and incorporated herein by reference).
99.1*	Press Release of Mack-Cali Realty Corporation dated June 25, 2007.

*Filed herewith.

SIGNATURES

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

MACK-CALI REALTY CORPORATION

Dated: June 28, 2007

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

MACK-CALI REALTY, L.P.

By: Mack-Cali Realty Corporation,
its general partner

Dated: June 28, 2007

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

EXHIBIT INDEX

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99.1*	Press Release of Mack-Cali Realty Corporation dated June 25, 2007.

*Filed herewith.

EXTENSION AND THIRD MODIFICATION AGREEMENT

This EXTENSION AND THIRD MODIFICATION AGREEMENT (this “*Agreement*”) is made as of June 22, 2007 by and among (a) Mack-Cali Realty, L.P. (the “*Borrower*”), (b) the Lenders party hereto, and (c) JPMorgan Chase Bank, N.A. as Administrative Agent (in such capacity, the “*Administrative Agent*”) for the Lenders.

WHEREAS, the Borrower, the Lenders and the Administrative Agent are parties to a Second Amended and Restated Revolving Credit Agreement dated as of November 23, 2004, as modified by the Extension and Modification Agreement dated as of September 16, 2005 and the Second Modification Agreement dated as of July 14, 2006 (as so modified, the “*Credit Agreement*”), pursuant to which the Lenders have agreed to make loans to the Borrower on the terms and conditions set forth therein; and

WHEREAS, the Borrower has requested that the Lenders extend the maturity date of and make certain other modifications to the Credit Agreement, and the Lenders party hereto are willing to so extend and modify the Credit Agreement on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and fully intending to be legally bound by this Agreement, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms used herein without definition shall have the meanings assigned to such terms in the Credit Agreement.

2. **Modifications to Credit Agreement.** As of the Effective Date (as defined in §4 hereof) the Credit Agreement is modified as follows:

2.1. **Modifications to §1.1.** §1.1. is hereby modified as follows:

2.1.1. The definition of the term “Applicable Margin” is hereby modified by restating the second paragraph of such definition in its entirety to read as follows:

“The applicable debt ratings and the Applicable Margins are set forth in the following table:

S&P Rating	Moody's Rating	Third Rating	Applicable Margin for Revolving Credit LIBOR Rate Loans	Applicable Margin for Alternate Base Rate Loans
No rating or less than BBB-	No rating or less than Baa3	No rating or less than BBB-/Baa3 equivalent	1.00%	0%
BBB-	Baa3	BBB-/Baa3 equivalent	0.75%	0%
BBB	Baa2	BBB/Baa2 equivalent	0.55%	0%
BBB+	Baa1	BBB+/Baa1 equivalent	0.425%	0%
A- or higher	A3 or higher	A-/A3 equivalent or higher	0.375%	0%

2.1.2. The definition of the term “Capitalized Unencumbered Property NOI” is hereby modified by restating such definition in its entirety to read as follows:

“Capitalized Unencumbered Property NOI. As of any date of determination with respect to an Unencumbered Property (other than an Acquisition Property), an amount equal to the Revised Adjusted Unencumbered Property NOI for such Unencumbered Property for the most recent two (2) complete fiscal quarters *multiplied by* two (2), with the product being *divided by* 8.00%, except with respect to CBD Properties, which shall be *divided by* 6.75%; provided that if such Unencumbered Property has been owned for fewer than two (2) complete fiscal quarters, the Revised Adjusted Unencumbered Property NOI for such Unencumbered Property shall be calculated by using the actual results for the period that such Unencumbered Property has been owned and adjusting such results for a period of two (2) complete fiscal quarters.”

2.1.3. The definition of the term “CBD Property(ies)” is hereby modified by restating such definition in its entirety to read as follows:

“CBD Property(ies). Collectively, (a) any Real Estate listed on Schedule CBD attached hereto, (b) any improved Real Estate which is

located in the borough of Manhattan in New York, New York, Jersey City, New Jersey, or Washington, D.C. which is acquired after June 22, 2007, and (c) any other improved Real Estate which is located in markets with characteristics similar to those identified in clause (b) and is designated by the Agent and the Borrower as a CBD Property from time to time.”

2.1.4. The definition of the term “Consolidated Capitalized NOI” is hereby modified by restating such definition in its entirety to read as follows:

“Consolidated Capitalized NOI. As of any date of determination, an amount equal to Revised Consolidated Adjusted Net Income for the most recent two (2) completed fiscal quarters *multiplied by two (2)*, with the product being *divided by 8.00%*, except with respect to CBD Properties, which shall be *divided by 6.75%*; provided that if any Real Estate has been owned for fewer than two (2) complete fiscal quarters, the Revised Consolidated Adjusted Net Income for such Real Estate shall be calculated by using the actual results for the period that such Real Estate has been owned and adjusting such results for a period of two (2) complete fiscal quarters.”

2.1.5. The definition of the term “Consolidated Total Capitalization” is hereby modified by restating such definition in its entirety to read as follows:

“Consolidated Total Capitalization. As of any date of determination, with respect to MCRC, the Borrower and their respective Subsidiaries determined on a consolidated basis in accordance with GAAP, the sum (without double-counting) of:

(a) Consolidated Capitalized NOI (other than with respect to (1) Acquisition Properties and (2) Real Estate with a negative Consolidated Capitalized NOI), *plus*

(b) the cost of all Acquisition Properties, *plus*

(c) the value of Unrestricted Cash and Cash Equivalents (excluding until forfeited or otherwise entitled to be retained by the Borrower or its Subsidiaries, tenant security and other restricted deposits), *plus*

(d) the aggregate costs incurred and paid to date by the Borrower and its Subsidiaries with respect to Construction-In-Process, *plus*

(e) the value of Indebtedness of third parties to the Borrower and its Subsidiaries for borrowed money which is secured by mortgage liens on real estate (valued in accordance with GAAP at the book value of such

Indebtedness and not then more than 90 days past due or declared by the Borrower or its relevant Subsidiary to be past due), *plus*

(f) the actual net cash investment by the Borrower and its Subsidiaries in any Other Investments (wherein any such Other Investment (x) does not have any Indebtedness that is then more than 90 days past due or (y) has not been declared to be in default of any monetary or material monetizable obligations), *plus*

(g) the book value of Unimproved Non-Income Producing Land *plus*

(h) the value of Eligible Cash 1031 Proceeds;

provided that the value of each of the foregoing items comprising Consolidated Total Capitalization (other than Eligible Cash 1031 Proceeds) shall be subject to the following capped amounts for determining Consolidated Total Capitalization:

- (i) the book value of Unimproved Non-Income Producing Land shall be limited to ten (10%) percent of Consolidated Total Capitalization;
- (ii) investments in Other Investments shall be Without Recourse to the Borrower, the Guarantors and their Subsidiaries other than as expressly permitted in the definition of Other Investment and the amount of such investments shall be limited to fifteen (15%) percent of Consolidated Total Capitalization;
- (iii) the aggregate Project Costs of all Construction-in-Process shall be limited to fifteen (15%) percent of Consolidated Total Capitalization. For purposes hereof, Construction-in-Process shall not include so-called "build to suit" properties which are seventy-five (75%) percent pre-leased (by rentable square foot) and a property shall continue to be valued (for financial covenant compliance purposes) as Construction-in-Process until the end of four (4) consecutive calendar quarters following substantial completion of such property;
- (iv) the value of Indebtedness of third parties to the Borrower, the Guarantors, or their Subsidiaries for borrowed money which is unsecured or is secured by mortgage liens (valued at the book value of such

Indebtedness) shall be limited to fifteen (15%) percent of Consolidated Total Capitalization;

- (v) the investments set forth in clauses (i) through (iv) above, taken in the aggregate, shall be limited to thirty (30%) percent of Consolidated Total Capitalization; and
- (vi) investments in Real Estate other than office, office flex, and industrial/warehouse properties, taken in the aggregate, shall be limited to fifteen (15%) percent of Consolidated Total Capitalization.”

2.1.6. The definition of the term “Construction-in-Process” is hereby modified by deleting the words “the covenant set forth in §9.8(c)” on the fourth line thereof and substituting the words “clause (iii) to the proviso in the definition of Consolidated Total Capitalization in §1.1” in place thereof.

2.1.7. The definition of the term “Maturity Date” is hereby modified by (a) deleting the date “November 23, 2009” on the first line of such definition and substituting the date “June 22, 2011” in place thereof and (b) deleting the percentage “0.25%” in the sixth line thereof and substituting the percentage “0.15%” in place thereof.

2.1.8. The definition of the term “Other Investment” is hereby modified by deleting the reference to “§9.8(b)” in the tenth line thereof and substituting a reference to “clause (ii) to the proviso in the definition of Consolidated Total Capitalization in §1.1” in place thereof.

2.1.9. The definition of the term “Permitted Event” is hereby restated in its entirety to read as follows:

“Permitted Event. The election by the Borrower to exclude a Subsidiary Guarantor, Operating Subsidiary or other Subsidiary as a Credit Party following a Bankruptcy Event with respect to such Subsidiary Guarantor, Operating Subsidiary or other Subsidiary; provided that the aggregate contribution to Consolidation Total Capitalization made by all Subsidiary Guarantors, Operating Subsidiaries and other Subsidiaries subject to such Bankruptcy Event shall not exceed \$50,000,000. For purposes hereof, “Bankruptcy Event” shall mean any action or proceeding of the type described in §12.1(g) or §12.1(h).”

2.1.10. The definition of the term “Required Lenders” is hereby modified by restating such definition in its entirety to read as follows:

“Required Lenders. As of any date, the Lenders whose aggregate Commitments constitute at least fifty-one percent (51%) of the Total Commitment; *provided* that if the Total Commitment has been terminated by the Lenders the Required Lenders shall be the Lenders holding at least fifty-one percent (51%) of the sum of the outstanding principal amount of the Loans and the Letter of Credit Participations on such date; and *provided further* that if any Lender shall be a Delinquent Lender at such time, then there shall be excluded from the determination of Required Lenders the amount of the Commitment, Loans, and Letter of Credit Participations of such Lender, as applicable, at such time.”

2.1.11. The definition of the term “Unencumbered Property” is hereby modified by deleting the words “other than those listed in §8.2(iii) and §8.2(x)” on the fourth line thereof.

2.2. Modification to §2.4(f). §2.4(f) of the Credit Agreement is hereby modified by deleting the table set forth in said §2.4(f) and substituting the following table in place thereof:

S&P Rating	Moody’s Rating	Third Rating	Facility Fee Percentage
No rating or less than BBB-	No rating or less than Baa3	No rating or less than BBB-/Baa3 equivalent	0.25%
BBB-	Baa3	BBB-/Baa3 equivalent	0.20%
BBB	Baa2	BBB/Baa2 equivalent	0.15%
BBB+	Baa1	BBB+/Baa1 equivalent	0.15%
A- or higher	A3 or higher	A-/A3 equivalent or higher	0.125%

2.3. Modification to §2.9. §2.9 of the Credit Agreement is modified by adding the following sentence at the end of said §2.9:

"Unless otherwise directed by Borrower, any prepayments made by the Borrower shall be applied first to any and all Loans outstanding that are not secured by a Refinancing Mortgage (as defined in §7.12), and only to Loans secured by Refinancing Mortgages if there shall be no other Loans outstanding at the time."

2.4. Modification to §7.5(e). §7.5(e) of the Credit Agreement is hereby modified by deleting said §7.5(e) in its entirety.

2.5. Modification to §7.9. §7.9 of the Credit Agreement is hereby modified by deleting the last sentence of said §7.9 in its entirety and substituting the following new sentence in place thereof:

“Notwithstanding the foregoing, a breach of the covenants in this §7.9 shall only constitute an Event of Default if such breach results in a Material Adverse Effect.”

2.6. Modification to §7.12. §7.12 of the Credit Agreement is hereby modified by restating said §7.12 in its entirety to read as follows:

“§7.12. Use of Proceeds. Subject at all times to the other provisions of this Agreement, the Borrower will use the proceeds of the Loans solely for general working capital needs (including letters of credit) and other general corporate purposes. Without limiting the right of the Borrower to make requests for Loans as provided in §2.5 hereof, it is agreed by the Lenders that, from time to time, on not less than five (5) Business Days’ notice, the Borrower may request proceeds of the Loans be specifically used to refinance certain secured mortgage Indebtedness of the Borrower and/or its Subsidiaries, in which event, a portion of the Loans equal to the amount of the advances made hereunder in connection with such refinancing, at the Borrower's election, may be secured by an amended and restated mortgage on the property securing the mortgage to be refinanced (a "Refinancing Mortgage"). Any such Refinancing Mortgage and any other agreement, certifications, opinions and other documents will be (i) in form and substance reasonably acceptable to the Administrative Agent and its counsel, (ii) be consistent in all material respects with the terms of this Agreement, and (iii) subject to being released or assigned by the Administrative Agent at the request of the Borrower (it being understood and agreed that the Administrative Agent shall not be required to give any representations or warranties with respect to any such release or assignment, including with respect to any aspects of the Indebtedness secured thereby). In addition, in connection with each Refinancing Mortgage, the Administrative Agent, at the request and expense of Borrower, will provide subordination, non-disturbance and attornment agreements. No Real Estate that is subject to a Refinancing Mortgage shall qualify as an Unencumbered Property under this Agreement.”

2.7. Modification to §8.2. §8.2 of the Credit Agreement is hereby modified by restating said §8.2 in its entirety to read as follows:

“§8.2. Restrictions on Liens, Etc. None of the Borrower, any Guarantor, any Operating Subsidiary and any wholly-owned Subsidiary will: (a) create or incur or suffer to be created or incurred or to exist any lien, encumbrance, mortgage, pledge, negative pledge, charge, restriction or other security interest of any kind upon any of its property or assets of any character whether now owned or hereafter acquired, or upon the income or profits therefrom; (b) transfer any of such property or assets or the income or profits therefrom for the purpose of subjecting the same to the payment of Indebtedness or performance of any other obligation in priority to payment of its general creditors; (c) acquire, or agree or have an option to acquire, any property or assets upon conditional sale or other title retention or purchase money security agreement, device or arrangement; (d) suffer to exist for a period of more than thirty (30) days after the same shall have been incurred any Indebtedness or claim or demand against it that if unpaid might by law or upon bankruptcy or insolvency, or otherwise, be given any priority whatsoever over its general creditors; or (e) sell, assign, pledge or otherwise transfer any accounts, contract rights, general intangibles, chattel paper or instruments, with or without recourse (the foregoing items (a) through (e) being sometimes referred to in this §8.2 collectively as “*Liens*”), in each case, that affect an Unencumbered Property (or the owner thereof), *provided* that the Borrower, the Guarantors and any Subsidiary may create or incur or suffer to be created or incurred or to exist the following Liens that affect an Unencumbered Property (or the owner thereof):

(i) Liens securing taxes, assessments, governmental charges (including, without limitation, water, sewer and similar charges) or levies or claims for labor, material and supplies that are not yet due and payable;

(ii) deposits or pledges made in connection with, or to secure payment of, worker’s compensation, unemployment insurance, old age pensions or other social security obligations; and deposits with utility companies and other similar deposits made in the ordinary course of business;

(iii) encumbrances on properties consisting of easements, rights of way, covenants, notice of use limitations under Environmental Laws, restrictions on the use of real property and defects and irregularities in the title thereto; landlord’s or lessor’s Liens under Leases to which the Borrower, any Guarantor, or any Subsidiary is a party or bound; purchase options granted at a price not less than the market value of such property; and other similar Liens or encumbrances on properties, none of which interferes materially and adversely with the use of the property affected in the ordinary conduct of the business of the owner thereof, and which

matters neither (x) individually or in the aggregate have a Material Adverse Effect nor (xx) make title to such property unmarketable by the conveyancing standards in effect where such property is located;

(iv) any Leases (excluding Synthetic Leases) entered into in good faith with Persons that are not Affiliates; *provided* that Leases with Affiliates on market terms and with monthly market rent payments required to be paid are Permitted Liens;

(v) Liens in respect of judgments or awards that have been in force for less than the applicable period for taking an appeal, so long as execution is not levied thereunder or in respect of which, at the time, a good faith appeal or proceeding for review is being prosecuted, and in respect of which a stay of execution shall have been obtained pending such appeal or review; *provided* that the Borrower shall have obtained a bond or insurance with respect thereto to the Administrative Agent's reasonable satisfaction; and

(vi) Liens consisting of mortgages, deeds of trust or other security interests granted by a Subsidiary Guarantor to the Borrower or another Guarantor to secure intercompany Indebtedness owing from such Subsidiary Guarantor to the Borrower or such other Guarantor; *provided* that at all times such Indebtedness and Liens (sometimes referred to herein collectively as the "***Intercompany Secured Debt***") shall be held by the Borrower or a Guarantor and the Borrower's or such Guarantor's rights or interests therein shall not be subject to any Liens.

Notwithstanding the foregoing provisions of this §8.2, the failure of any Unencumbered Property to comply with the covenants set forth in this §8.2 shall result in such Unencumbered Property's no longer qualifying as Unencumbered Property under this Agreement, but such disqualification shall not by itself constitute a Default or Event of Default, unless the cause of such non-qualification otherwise constitutes a Default or an Event of Default."

2.8. Modification to §8.3. §8.3(b)(i) of the Credit Agreement is hereby modified by restating said §8.3(b)(i) in its entirety to read as follows:

"(i) the Sale of or granting of an Indebtedness Lien on any Unencumbered Property or other Real Estate so long as no Default or Event of Default has then occurred and is continuing, or would occur and be continuing after giving effect to such Sale or Indebtedness Lien; *provided*, that prior to (A) any Sale of any Unencumbered Property (for consideration in excess of \$75,000,000) or (B) the granting of an Indebtedness Lien with respect to an Unencumbered Property (in

connection with the incurrence of Indebtedness in excess of \$75,000,000), the Borrower shall provide to the Administrative Agent a statement in the form of *Exhibit D* hereto signed by the chief financial officer or senior vice president of finance or other thereon designated officer of the Borrower and setting forth in reasonable detail computations evidencing compliance with the covenants contained in §9 hereof and certifying that no Default or Event of Default has occurred and is continuing, or would occur and be continuing after giving effect to such proposed Sale or Indebtedness Lien and all liabilities, fixed or contingent, pursuant thereto; and *provided further*, if such Sale involves a qualified, deferred exchange under § 1031 of the Code, the Borrower shall also provide the statements and certifications described in the previous proviso on the date of any release from the escrow account of the proceeds of such qualified, deferred exchange under §1031 of the Code;”

2.9. Modification to §8.6. §8.6 of the Credit Agreement is hereby modified by deleting the current text and restating said §8.6 in its entirety to read as follows:

“§8.6. Distributions. During any period when any Event of Default has occurred and is continuing, neither the Borrower nor MCRC will make any Distributions in excess of the Distributions required to be made by it in order to maintain MCRC’s status as a REIT.”

2.10. Modification to §9.8. §9.8 of the Credit Agreement is hereby modified by deleting said §9.8 in its entirety and substituting the following in place thereof:

“§9.8. [Intentionally Deleted.]”

2.11. Modification to §12.1(f). §12.1(f) of the Credit Agreement is hereby modified by restating said §12.1(f) in its entirety to read as follows:

“(f) the Borrower or any Guarantor or any of their respective Subsidiaries shall (i) fail to pay at maturity, or within any applicable period of grace or cure, any obligation for borrowed money or credit received by it (other than current obligations in the ordinary course of business) or in respect of any Capitalized Leases in respect of any Recourse obligations or credit in an aggregate amount in excess of \$50,000,000 (determined in accordance with §9.9 hereof) or (ii) fail to observe or perform any material term, covenant or agreement contained in any agreement by which it is bound, evidencing or securing borrowed money or credit received (other than current obligations in the ordinary course of business) or in respect of any Capitalized Leases in respect of any Recourse obligations or credit in an aggregate amount in excess of \$50,000,000 (determined in accordance with §9.9 hereof) for such period of time (after the giving of appropriate

notice if required) as would permit the holder or holders thereof or of any obligations issued thereunder to accelerate the maturity thereof; and none of the foregoing is a Non-Material Breach.”

2.12. Schedule 1.2. *Schedule 1.2* to the Credit Agreement is hereby modified by deleting said *Schedule 1.2* in its entirety and substituting the *Schedule 1.2* attached to this Agreement in place thereof.

2.13. Schedule CBD. *Schedule CBD* to the Credit Agreement is hereby modified by deleting said *Schedule CBD* in its entirety and substituting the *Schedule CBD* attached to this Agreement in place thereof.

3. Provisions Of General Application.

3.1. Representations and Warranties. The Borrower hereby represents and warrants as of the date hereof that (a) each of the representations and warranties of the Borrower and the Guarantors contained in the Credit Agreement, the other Loan Documents or in any document or instrument delivered pursuant to or in connection with the Credit Agreement or this Agreement are true and correct in all material respects as of the date as of which they were made and are true and correct in all material respects at and as of the date of this Agreement (except to the extent (i) of changes resulting from transactions contemplated or not prohibited by the Credit Agreement or the other Loan Documents, (ii) of changes occurring in the ordinary course of business, or (iii) that such representations and warranties relate expressly to an earlier date), (b) no Default or Event of Default exists on the date hereof (before and after giving effect to this Agreement), and (c) this Agreement has been duly authorized, executed and delivered by the Borrower and is in full force and effect as of the Effective Date, and the agreements and obligations of the Borrower contained herein constitute the legal, valid and binding obligations of the Borrower, enforceable against it in accordance with its terms, subject only to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors’ rights and to the fact that the availability of the remedy of specific performance or injunctive relief is subject to the discretion of the court before which any proceeding therefor may be brought.

The Borrower hereby further represents and warrants as of the date hereof that the execution, delivery and performance of this Agreement (i) are within the authority of the Borrower, (ii) do not conflict with or result in any breach or contravention of any provision of law, statute, rule or regulation to which the Borrower is subject or any judgment, order, writ, injunction, license or permit applicable to the Borrower, (iii) do not conflict with any provision of the agreement of limited partnership, any certificate of limited partnership, the charter documents or by-laws of the Borrower or any general partner or other controlling Person thereof, (iv) do not contravene any provisions of, or constitute a default hereunder, a Default or an Event of Default or a failure to comply with any term,

condition or provision of, any other agreement, instrument, judgment, order, decree, permit, license or undertaking binding upon or applicable to the Borrower or any of the Borrower's properties (except for any such failure to comply under any such other agreement, instrument, judgment, order, decree, permit, license, or undertaking as would not materially and adversely affect the condition (financial or otherwise), properties, business or results of operations of the Borrower, the Operating Subsidiaries or any Guarantor) or result in the creation of any mortgage, pledge, security interest, lien, encumbrance or charge upon any of the properties or assets of the Borrower, the Operating Subsidiaries or any Guarantor, and (v) do not require (A) the approval or consent of any governmental agency or authority other than those already obtained, or (B) filing with any governmental agency or authority, other than filings which will be made with the SEC when and as required by law.

3.2. No Other Changes. Except as otherwise expressly provided or contemplated by this Agreement, all of the terms, conditions and provisions of the Credit Agreement remain unaltered and in full force and effect. The Credit Agreement and this Agreement shall be read and construed as one agreement. The making of the modifications in this Agreement does not imply any obligation or agreement by the Administrative Agent or any Lender to make any other amendment, waiver, modification or consent as to any matter on any subsequent occasion. This Agreement shall be a Loan Document under the Credit Agreement.

3.3. Governing Law. This Agreement shall be deemed to be a contract under the laws of the State of New York. This Agreement and the rights and obligations of each of the parties hereto are contracts under the laws of the State of New York and shall for all purposes be construed in accordance with and governed by the laws of such State (excluding the laws applicable to conflicts or choice of law).

3.4. Assignment. This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective permitted successors and assigns.

3.5. Counterparts. This Agreement may be executed in any number of counterparts, but all such counterparts shall together constitute but one and the same agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto.

4. Effectiveness of this Agreement. This Agreement shall become effective on the date on which the following conditions precedent are satisfied (such date being hereinafter referred to as the "*Effective Date*"):

(a) Execution and delivery to the Administrative Agent by each of the Lenders, the Borrower, the Guarantors and the Administrative Agent of this Agreement.

(b) Execution and delivery to the Administrative Agent of (i) a certificate of each of the Borrower and MCRC confirming that there have been no changes to their respective charter documents since May 24, 2006, or (ii) if there have been changes to the Borrower's or MCRC's charter document since such date, a secretary's certificate of the Borrower or MCRC certifying as to such changes.

(c) Delivery to the Administrative Agent of an incumbency certificate of the Borrower and MCRC and of resolutions of the board of directors of MCRC authorizing this Agreement.

(d) Payment to the Administrative Agent, for the accounts of the Agents and the Lenders, as applicable, all fees due and payable on or before the Effective Date and all expenses due and payable on or before the Effective Date, including, without limitation, reasonable attorneys' fees and expenses and other costs and expenses incurred in connection with this Agreement.

(e) Delivery to the Administrative Agent by Seyfarth Shaw LLP, as counsel to the Borrower, and Ballard Spahr Anderson & Ingersoll, LLP, as corporate counsel to MCRC, of opinions addressed to the Lenders and the Administrative Agent in form and substance reasonably satisfactory to the Administrative Agent.

[Remainder of page left blank intentionally]

IN WITNESS WHEREOF, the undersigned have duly executed and delivered this Extension and Third Modification Agreement as of the date first set forth above.

MACK-CALI REALTY, L.P.

By: Mack-Cali Realty Corporation,
its general partner

By: /s/ Barry Lefkowitz

Name: Barry Lefkowitz

Title: Executive Vice President
and Chief Financial Officer

JPMORGAN CHASE BANK, N.A., individually and
as Administrative Agent, Swing Lender and Fronting
Bank

By: /s/ Marc E. Constantino
Name: Marc E. Costantino
Title: Executive Director

BANK OF AMERICA, N.A.

By: /s/ Charlotte W. Deinhart
Name: Charlotte W. Deinhart
Title: Vice President

SCOTIABANC, INC.

By: /s/ J.F. Todd
Name: J.F. Todd
Title: Managing Director

WACHOVIA BANK, NATIONAL ASSOCIATION

By: /s/ Cynthia A. Bean
Name: Cynthia A. Bean
Title: Vice President

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

By: /s/ Christopher B. Wilson
Name: Christopher B. Wilson
Title: Vice President

SUNTRUST BANK

By: /s/ Gregory T. Horstman
Name: Gregory T. Horstman
Title: Senior Vice President

PNC BANK, NATIONAL ASSOCIATION

By: /s/ J. Richard Litton
Name: J. Richard Litton
Title: Vice President

CITICORP NORTH AMERICA, INC.

By: /s/ Michael Chlopak
Name: Michael Chlopak
Title: Managing Director

US BANK NATIONAL ASSOCIATION

By: /s/ Joann L. St. Peter
Name: Joann L. St. Peter
Title: Vice President

BANK OF CHINA, NEW YORK BRANCH

By: /s/ William W. Smith
Name: William W. Smith
Title: Deputy General Manager

THE BANK OF NEW YORK

By: /s/ David Applebaum
Name: David Applebaum
Title: Vice President

CHEVY CHASE BANK, F.S.B.

By: /s/ Dory Halati
Name: Dory Halati
Title: Vice President

**DEUTSCHE BANK TRUST COMPANY
AMERICAS**

By: /s/ Brenda Casey
Name: Brenda Casey
Title: Director

By: /s/ J. T. Johnston Coe
Name: J.T. Johnston Coe
Title: Managing Director

MIZUHO CORPORATE BANK, LTD.

By: /s/ Makoto Murata

Name: Makoto Murata

Title: Deputy General Manager

THE BANK OF TOKYO-MITSUBISHI UFJ, LTD.

By: /s/ James T. Taylor

Name: James T. Taylor

Title: Vice President

NORTH FORK BANK

By: /s/ Anthony F. DeSenzo
Name: Anthony F. DeSenzo
Title: Senior Vice President

COMERICA BANK

By: /s/ Leslie A. Vogel
Name: Leslie A. Vogel
Title: Vice President

**CHANG HWA COMMERCIAL BANK, LTD., NEW
YORK BRANCH**

By: /s/ Jim C. Y. Chen

Name: Jim C.Y. Chen

Title: VP & General Manager

**FIRST COMMERCIAL BANK, NEW YORK
AGENCY**

By: /s/ Bruce M. J. Ju

Name: Bruce M. J. Ju

Title: SVP & General Manager

**MEGA INTERNATIONAL COMMERCIAL BANK
CO. LTD. NEW YORK BRANCH**

By: /s/ Tsang-Pei Hsu
Name: Tsang-Pei Hsu
Title: VP & DGM

THE ROYAL BANK OF SCOTLAND PLC

By: /s/ Brett Thompson
Name: Brett Thompson
Title: Vice President

**HUA NAN COMMERCIAL BANK, NEW YORK
AGENCY**

By: /s/ Henry Hsieh

Name: Henry Hsieh

Title: Assistant Vice President

BANK HAPOALIM B.M.

By: /s/ Charles McLaughlin
Name: Charles McLaughlin
Title: Senior Vice President

BANK HAPOALIM B.M.

By: /s/ Marc Bosc
Name: Marc Bosc
Title: Vice President

**Mack-Cali Realty Corporation
Schedule CBD
CBD Properties**

Property Address	City/State
Harborside Financial Center 1	Jersey City, NJ
Harborside Financial Center 2	Jersey City, NJ
Harborside Financial Center 3	Jersey City, NJ
Harborside Financial Center 4-A	Jersey City, NJ
Harborside Financial Center 5	Jersey City, NJ
101 Hudson Street	Jersey City, NJ
1400 L Street	Washington, DC
1201 Connecticut Avenue NW	Washington, DC
125 Broad Street - Unit A and Unit C	New York, NY

MACK - CALI REALTY CORPORATION

NEWS RELEASE

For Immediate Release

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and Chief Financial Officer
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Virginia Sobol
Vice President, Marketing and
Public Relations
(732) 590-1000

Rick Matthews
Executive Vice President
Rubenstein Associates
(212) 843-8267

MACK-CALI EXTENDS AND MODIFIES
UNSECURED REVOLVING CREDIT FACILITY

Edison, New Jersey—June 25, 2007—Mack-Cali Realty Corporation (NYSE: CLI) today announced that its operating partnership, Mack-Cali Realty, L.P., has extended and modified its unsecured revolving credit facility with a group of 23 lender banks.

The \$600 million unsecured facility, which is expandable to \$800 million, was extended for an additional two years and now matures in June 2011. The interest rate was reduced by 10 basis points to LIBOR plus 55 basis points at the BBB/Baa2 pricing level. The interest rate is subject to adjustment, on a sliding scale, based upon the operating partnership's unsecured debt ratings.

“We are pleased to expand upon our relationships in the banking and financial community as we further enhance our financial flexibility,” commented Barry Lefkowitz, executive vice president and chief financial officer.

The lending group for the credit facility consists of: JPMorgan Chase Bank, N.A., as administrative agent; Bank of America, N. A., as syndication agent; Scotiabanc, Inc.; Wachovia Bank, N.A.; and Wells Fargo Bank, National Association, as documentation agents; Suntrust, as senior managing agent; Citicorp North America, Inc.; PNC Bank; and U.S. Bank National Association as managing agents; and Bank of China, New York Branch; Chevy Chase Bank, FSB; Mizuho Corporate Bank, Ltd.; The Bank of New York; The Bank of Tokyo-Mitsubishi UFJ Trust Company; The Royal Bank of Scotland plc; Bank Hapoalim B.M.; Comerica Bank; Chang Hwa Commercial Bank, Ltd., New York Branch; First Commercial Bank, New York Agency; North Fork Bank; Deutsche Bank Trust Company Americas; Hua Nan Commercial Bank, Ltd., New York Agency; and Mega International Commercial Bank, New York Branch, as participants.

Mack-Cali Realty Corporation is a fully-integrated, self-administered, self-managed real estate investment trust (REIT) providing management, leasing, development, construction and other tenant-related services for its class A real estate portfolio. Mack-Cali currently owns or has interests in 302 properties, primarily office and office/flex buildings located in the Northeast, totaling approximately 34.8 million square feet. The properties enable the Company to provide a full complement of real estate opportunities to its diverse base of approximately 2,200 tenants. Additional information on Mack-Cali Realty Corporation is available on the Company's Web site at www.mack-cali.com.

Statements made in this press release may be forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements can be identified by the use of words such as "may," "will," "plan," "should," "expect," "anticipate," "estimate," "continue," or comparable terminology. Such forward-looking statements are inherently subject to certain risks, trends and uncertainties, many of which the Company cannot predict with accuracy and some of which the Company might not even anticipate, and involve factors that may cause actual results to differ materially from those projected or suggested. Readers are cautioned not to place undue reliance on these forward-looking statements and are advised to consider the factors listed above together with the additional factors under the heading "Disclosure Regarding Forward-Looking Statements" and "Risk Factors" in the Company's Annual Reports on Form 10-K, as may be supplemented or amended by the Company's Quarterly Reports on Form 10-Q, which are incorporated herein by reference. The Company assumes no obligation to update or supplement forward-looking statements that become untrue because of subsequent events, new information or otherwise.

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