

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

FORM 10-Q

(Mark One)

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

For the quarterly period ended June 30, 2005

or

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

For the transition period from _____ to _____

Commission File Number : 1-13274 _____

Mack-Cali Realty Corporation

(Exact name of registrant as specified in its charter)

Maryland _____ 22-3305147 _____

(State or other jurisdiction of incorporation or organization) (I.R.S. Employer Identification No.)

11 Commerce Drive, Cranford, New Jersey _____ 07016-3501 _____

(Address of principal executive offices) (Zip Code)

(908) 272-8000

(Registrant's telephone number, including area code)

Not Applicable

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

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

Indicate by check mark whether the registrant is an accelerated filer (as defined in Rule 12b-2 of the Exchange Act.) YES NO

As of August 1, 2005, there were 61,840,145 shares of the registrant's Common Stock, par value \$0.01 per share, outstanding.

MACK-CALI REALTY CORPORATION

FORM 10-Q

INDEX

Part I	Financial Information	Page
Item 1.	Financial Statements:	
	Consolidated Balance Sheets as of June 30, 2005 and December 31, 2004	4
	Consolidated Statements of Operations for the three and six month periods ended June 30, 2005 and 2004	5
	Consolidated Statement of Changes in Stockholders' Equity for the six months ended June 30, 2005	6

	Consolidated Statements of Cash Flows for the six months ended June 30, 2005 and 2004	7
	Notes to Consolidated Financial Statements	8-38
Item 2.	Management's Discussion and Analysis of Financial Condition and Results of Operations	39-57
Item 3.	Quantitative and Qualitative Disclosures About Market Risk	58
Item 4.	Controls and Procedures	58
Part II	Other Information	
Item 1.	Legal Proceedings	59-60
Item 2.	Unregistered Sales of Equity Securities and Use of Proceeds	61
Item 3.	Defaults Upon Senior Securities	61
Item 4.	Submission of Matters to a Vote of Security Holders	61
Item 5.	Other Information	61
Item 6.	Exhibits	61
Signatures		62

MACK-CALI REALTY CORPORATION

Part I – Financial Information

Item 1. Financial Statements

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

The aforementioned financial statements should be read in conjunction with the notes to the aforementioned financial statements and Management's Discussion and Analysis of Financial Condition and Results of Operations and the financial statements and notes thereto included in Mack-Cali Realty Corporation's Annual Report on Form 10-K for the fiscal year ended December 31, 2004.

The results of operations for the three and six month periods ended June 30, 2005 are not necessarily indicative of the results to be expected for the entire fiscal year or any other period.

MACK-CALI REALTY CORPORATION AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS *(in thousands, except per share amounts)*

ASSETS	June 30, 2005 <i>(unaudited)</i>	December 31, 2004
Rental property		
Land and leasehold interests	\$ 629,471	\$ 593,606
Buildings and improvements	3,509,941	3,296,789
Tenant improvements	270,642	262,626
Furniture, fixtures and equipment	7,389	7,938
	4,417,443	4,160,959
Less – accumulated depreciation and amortization	(660,346)	(641,626)
	3,757,097	3,519,333
Rental property held for sale, net	--	19,132

Net investment in rental property	3,757,097	3,538,465
Cash and cash equivalents	15,710	12,270
Investments in unconsolidated joint ventures	60,613	46,743
Unbilled rents receivable, net	85,821	82,586
Deferred charges and other assets, net	186,964	155,060
Restricted cash	9,261	10,477
Accounts receivable, net of allowance for doubtful accounts of \$1,482 and \$1,235	5,750	4,564
Total assets	\$4,121,216	\$3,850,165
LIABILITIES AND STOCKHOLDERS' EQUITY		
Senior unsecured notes	\$1,330,356	\$1,031,102
Revolving credit facility	163,000	107,000
Mortgages, loans payable and other obligations	472,913	564,198
Dividends and distributions payable	48,091	47,712
Accounts payable, accrued expenses and other liabilities	74,054	57,002
Rents received in advance and security deposits	46,556	47,938
Accrued interest payable	27,132	22,144
Total liabilities	2,162,102	1,877,096
Minority interests:		
Operating Partnership	415,623	416,855
Consolidated joint ventures	--	11,103
Total minority interests	415,623	427,958
Commitments and contingencies		
Stockholders' equity:		
Preferred stock, \$0.01 par value, 5,000,000 shares authorized, 10,000 and 10,000 shares outstanding, at liquidation preference	25,000	25,000
Common stock, \$0.01 par value, 190,000,000 shares authorized, 61,704,554 and 61,038,875 shares outstanding	617	610
Additional paid-in capital	1,671,909	1,650,834
Dividends in excess of net earnings	(146,526)	(127,365)
Unamortized stock compensation	(7,509)	(3,968)
Total stockholders' equity	1,543,491	1,545,111
Total liabilities and stockholders' equity	\$4,121,216	\$3,850,165

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

MACK-CALI REALTY CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS (in thousands, except per share amounts) (unaudited)

REVENUES	Three Months Ended June 30,		Six Months Ended June 30,	
	2005	2004	2005	2004
Base rents	\$137,171	\$123,730	\$270,312	\$244,798
Escalations and recoveries from tenants	20,730	15,822	39,142	31,019
Parking and other	5,565	2,480	7,461	5,953
Total revenues	163,466	142,032	316,915	281,770
EXPENSES				
Real estate taxes	20,474	16,565	39,591	32,923
Utilities	12,413	9,490	24,362	20,523
Operating services	22,602	19,020	43,980	36,356
General and administrative	8,347	8,685	15,774	15,082
Depreciation and amortization	38,532	31,568	74,339	61,282
Interest expense	30,363	26,512	58,761	55,549
Interest income	(120)	(220)	(184)	(940)

Total expenses	132,611	111,620	256,623	220,775
Income from continuing operations before minority interests and equity in earnings of unconsolidated joint ventures	30,855	30,412	60,292	60,995
Minority interest in Operating Partnership	(5,586)	(6,880)	(12,260)	(13,808)
Minority interest in consolidated joint ventures	--	--	(74)	--
Equity in earnings of unconsolidated joint ventures (net of minority interest), net	442	965	165	1,122
Gain on sale of investment in unconsolidated joint ventures (net of minority interest)	--	--	31	637
Income from continuing operations	25,711	24,497	48,154	48,946
Discontinued operations (net of minority interest):				
Income from discontinued operations	1,058	2,257	2,356	4,631
Realized gains (losses) and unrealized losses on disposition of rental property, net	9,771	(10,501)	8,973	(10,501)
Total discontinued operations, net	10,829	(8,244)	11,329	(5,870)
Net income	36,540	16,253	59,483	43,076
Preferred stock dividends	(500)	(500)	(1,000)	(1,000)
Net income available to common shareholders	\$ 36,040	\$ 15,753	\$ 58,483	\$ 42,076
Basic earnings per common share:				
Income from continuing operations	\$ 0.41	\$ 0.40	\$ 0.77	\$ 0.80
Discontinued operations	0.18	(0.14)	0.18	(0.10)
Net income available to common shareholders	\$ 0.59	\$ 0.26	\$ 0.95	\$ 0.70
Diluted earnings per common share:				
Income from continuing operations	\$ 0.41	\$ 0.39	\$ 0.77	\$ 0.79
Discontinued operations	0.17	(0.13)	0.18	(0.10)
Net income available to common shareholders	\$ 0.58	\$ 0.26	\$ 0.95	\$ 0.69
Dividends declared per common share	\$ 0.63	\$ 0.63	\$ 1.26	\$ 1.26
Basic weighted average shares outstanding	61,393	60,388	61,289	60,094
Diluted weighted average shares outstanding	75,649	68,620	72,478	68,448

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

MACK-CALI REALTY CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENT OF CHANGES IN STOCKHOLDERS' EQUITY
For the Six Months Ended June 30, 2005 (in thousands) (unaudited)

	Shares	Preferred Amount	Shares	Common Par Value	Additional Paid-In Capital	Dividends Excess of Net Earnings	Unamortized Stock Compensation	Total Stockholders' Equity
Balance at January 1, 2005	10	\$25,000	61,039	\$610	\$1,650,834	\$ (127,365)	\$(3,968)	\$1,545,111
Net income	--	--	--	--	--	59,483	--	59,483
Preferred stock dividends	--	--	--	--	--	(1,000)	--	(1,000)
Common stock dividends	--	--	--	--	--	(77,644)	--	(77,644)

Redemption of common units for shares of common stock	--	--	56	1	1,438	--	--	1,439
Shares issued under Dividend Reinvestment and Stock Purchase Plan	--	--	4	--	196	--	--	196
Proceeds from stock options exercised	--	--	493	5	14,129	--	--	14,134
Stock options expense	--	--	--	--	71	--	--	71
Deferred compensation plan for directors	--	--	--	--	147	--	--	147
Issuance of Restricted Stock Awards	--	--	114	1	4,946	--	(4,947)	--
Amortization of stock compensation	--	--	--	--	--	--	1,554	1,554
Adjustment to fair value of Restricted Stock Awards	--	--	--	--	194	--	(194)	--
Cancellation of Restricted Stock	--	--	(1)	--	(46)	--	46	--
Balance at June 30, 2005	10	\$25,000	61,705	\$617	\$1,671,909	\$(146,526)	\$(7,509)	\$1,543,491

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

MACK-CALI REALTY CORPORATION AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS (in thousands) (unaudited)

CASH FLOWS FROM OPERATING ACTIVITIES	Six Months Ended June 30,	
	2005	2004
Net income	\$ 59,483	\$ 43,076
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	74,339	61,282
Depreciation and amortization on discontinued operations	400	2,927
Stock options expense	71	334
Amortization of stock compensation	1,554	2,010
Amortization of deferred financing costs and debt discount	1,739	2,049
Equity in earnings of unconsolidated joint ventures (net of minority interest), net	(165)	(1,122)
Gain on sale of investment in unconsolidated joint venture (net of minority interest)	(31)	(637)
Realized gains (losses) and unrealized losses on disposition of rental property (net of minority interest)	(8,973)	10,501
Minority interest in Operating Partnership	12,260	13,808
Minority interest in consolidated joint venture	74	--
Minority interest in income from discontinued operations	401	598
Changes in operating assets and liabilities:		
Increase in unbilled rents receivable, net	(6,412)	(5,974)
Increase in deferred charges and other assets, net	(16,336)	(24,853)
(Increase) decrease in accounts receivable, net	(1,186)	1,299
Increase in accounts payable, accrued expenses and other liabilities	3,815	1,846
(Decrease) increase in rents received in advance and security deposits	(1,382)	952
Decrease in accrued interest payable	4,988	(423)
Net cash provided by operating activities	\$ 124,639	\$ 107,673

CASH FLOWS FROM INVESTING ACTIVITIES

Additions to rental property and related intangibles	\$ (377,841)	\$ (95,958)
Repayments of notes receivable	13	850
Investment in unconsolidated joint ventures	(16,281)	(15,806)
Distributions from unconsolidated joint ventures	--	12,455
Proceeds from sale of investment in unconsolidated joint venture	2,676	--
Acquisition of minority interest in consolidated joint venture	(7,713)	--
Proceeds from sales of rental property	97,414	720
Funding of note receivable	--	(9,665)
Decrease in restricted cash	1,216	249
Net cash used in investing activities	\$ (300,516)	\$ (107,155)

CASH FLOWS FROM FINANCING ACTIVITIES

Proceeds from senior unsecured notes	\$298,804	\$ 202,363
Borrowings from revolving credit facility	539,326	310,475
Repayment of senior unsecured notes	--	(300,000)
Repayment of revolving credit facility	(483,326)	(211,500)
Repayment of mortgages, loans payable and other obligations	(91,160)	(14,126)
Payment of financing costs	(2,780)	(2,058)
Proceeds from stock options exercised	14,134	33,287
Proceeds from stock warrants exercised	--	4,925
Payment of dividends and distributions	(95,681)	(94,326)
Net cash provided by (used in) financing activities	\$ 179,317	\$ (70,960)
Net increase (decrease) in cash and cash equivalents	\$ 3,440	\$ (70,442)
Cash and cash equivalents, beginning of period	12,270	78,375
Cash and cash equivalents, end of period	\$ 15,710	\$ 7,933

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

MACK-CALI REALTY CORPORATION AND SUBSIDIARIES **NOTES TO CONSOLIDATED FINANCIAL STATEMENTS** (dollars in thousands, except per share/unit amounts)

1. ORGANIZATION AND BASIS OF PRESENTATION

ORGANIZATION

Mack-Cali Realty Corporation, a Maryland corporation, together with its subsidiaries (collectively, the "Company"), is a fully-integrated, self-administered, self-managed real estate investment trust ("REIT") providing leasing, management, acquisition, development, construction and tenant-related services for its properties. As of June 30, 2005, the Company owned or had interests in 267 properties plus developable land (collectively, the "Properties"). The Properties aggregate approximately 29.9 million square feet, which are comprised of 159 office buildings and 97 office/flex buildings, totaling approximately 29.5 million square feet (which include one office building and one office/flex building aggregating 538,000 square feet owned by unconsolidated joint ventures in which the Company has investment interests), six industrial/warehouse buildings totaling approximately 387,400 square feet, two retail properties totaling approximately 17,300 square feet, one hotel (which is owned by an unconsolidated joint venture in which the Company has an investment interest) and two parcels of land leased to others. The Properties are located in seven states, primarily in the Northeast, plus the District of Columbia.

BASIS OF PRESENTATION

The accompanying consolidated financial statements include all accounts of the Company, its majority-owned and/or controlled subsidiaries, which consist principally of Mack-Cali Realty, L.P. (the "Operating Partnership") and variable interest entities for which the Company has determined itself to be the primary beneficiary, if any. See Investments in Unconsolidated Joint Ventures in Note 2 for the Company's treatment of unconsolidated joint venture interests. Intercompany accounts and transactions have been eliminated.

The preparation of financial statements in conformity with generally accepted accounting principles ("GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Certain reclassifications have been made to prior period amounts in order to conform with current period presentation.

2. SIGNIFICANT ACCOUNTING POLICIES

**Rental
Property**

Rental properties are stated at cost less accumulated depreciation and amortization. Costs directly related to the acquisition, development and construction of rental properties are capitalized. Capitalized development and construction costs include pre-construction costs essential to the development of the property, development and construction costs, interest, property taxes, insurance, salaries and other project costs incurred during the period of development. Included in total rental property is construction and development in-progress of \$92,966 and \$86,916 (including land of \$56,291 and \$53,705) as of June 30, 2005 and December 31, 2004, respectively. Ordinary repairs and maintenance are expensed as incurred; major replacements and betterments, which improve or extend the life of the asset, are capitalized and depreciated over their estimated useful lives. Fully-depreciated assets are removed from the accounts.

The Company considers a construction project as substantially completed and held available for occupancy upon the completion of tenant improvements, but no later than one year from cessation of major construction activity (as distinguished from activities such as routine maintenance and cleanup). If portions of a rental project are substantially completed and occupied by tenants, or held available for occupancy, and other portions have not yet reached that stage, the substantially completed portions are accounted for as a separate project. The

Company allocates costs incurred between the portions under construction and the portions substantially completed and held available for occupancy, and capitalizes only those costs associated with the portion under construction.

Properties are depreciated using the straight-line method over the estimated useful lives of the assets. The estimated useful lives are as follows:

<u>Leasehold interests</u>	<u>Remaining lease term</u>
<u>Buildings and improvements</u>	<u>5 to 40 years</u>
<u>Tenant improvements</u>	<u>The shorter of the term of the related lease or useful life</u>
<u>Furniture, fixtures and equipment</u>	<u>5 to 10 years</u>

Upon acquisition of rental property, the Company estimates the fair value of acquired tangible assets, consisting of land, building and improvements, and identified intangible assets and liabilities, generally consisting of the fair value of (i) above and below market leases, (ii) in-place leases and (iii) tenant relationships. The Company allocates the purchase price to the assets acquired and liabilities assumed based on their relative fair values. In estimating the fair value of the tangible and intangible assets acquired, the Company considers information obtained about each property as a result of its due diligence and marketing and leasing activities, and utilizes various valuation methods, such as estimated cash flow projections utilizing appropriate discount and capitalization rates, estimates of replacement costs net of depreciation, and available market information. The fair value of the tangible assets of an acquired property considers the value of the property as if it were vacant.

Above-market and below-market lease values for acquired properties are recorded based on the present value, (using a discount rate which reflects the risks associated with the leases acquired) of the difference between (i) the contractual amounts to be paid pursuant to each in-place lease and (ii) management's estimate of fair market lease rates for each corresponding in-place lease, measured over a period equal to the remaining term of the lease for above-market leases and the initial term plus the term of any below-market fixed rate renewal options for below-market leases. The capitalized above-market lease values are amortized as a reduction of base rental revenue over the remaining term of the respective leases, and the capitalized below-market lease values are amortized as an increase to base rental revenue over the remaining initial terms plus the terms of any below-market fixed rate renewal options of the respective leases.

Other intangible assets acquired include amounts for in-place lease values and tenant relationship values, which are based on management's evaluation of the specific characteristics of each tenant's lease and the Company's overall relationship with the respective tenant. Factors to be considered by management in its analysis of in-place lease values include an estimate of carrying costs during hypothetical expected lease-up periods considering current market conditions, and costs to execute similar leases. In estimating carrying costs, management includes real estate taxes, insurance and other operating expenses and estimates of lost rentals at market rates during the expected lease-up periods, depending on local market conditions. In estimating costs to execute similar leases, management considers leasing commissions, legal and other related expenses. Characteristics considered by management in valuing tenant relationships include the nature and extent of the Company's existing business relationships with the tenant, growth prospects for developing new business with the tenant, the tenant's credit quality and expectations of lease renewals. The value of in-place leases are amortized to expense over the remaining initial terms of the respective leases. The value of tenant relationship

intangibles are amortized to expense over the anticipated life of the relationships.

On a periodic basis, management assesses whether there are any indicators that the value of the Company's real estate properties may be impaired. A property's value is impaired only if

9

management's estimate of the aggregate future cash flows (undiscounted and without interest charges) to be generated by the property is less than the carrying value of the property. To the extent impairment has occurred, the loss shall be measured as the excess of the carrying amount of the property over the fair value of the property. The Company's estimates of aggregate future cash flows expected to be generated by each property are based on a number of assumptions that are subject to economic and market uncertainties including, among others, demand for space, competition for tenants, changes in market rental rates, and costs to operate each property. As these factors are difficult to predict and are subject to future events that may alter management's assumptions, the future cash flows estimated by management in its impairment analyses may not be achieved. Management does not believe that the value of any of the Company's rental properties is impaired.

***Rental Property
Held for Sale and
Discontinued
Operations***

When assets are identified by management as held for sale, the Company discontinues depreciating the assets and estimates the sales price, net of selling costs, of such assets. If, in management's opinion, the net sales price of the assets which have been identified as held for sale is less than the net book value of the assets, a valuation allowance is established. Properties identified as held for sale and/or sold are presented in discontinued operations for all periods presented. See Note 6 – Discontinued Operations.

If circumstances arise that previously were considered unlikely and, as a result, the Company decides not to sell a property previously classified as held for sale, the property is reclassified as held and used. A property that is reclassified is measured and recorded individually at the lower of (a) its carrying amount before the property was classified as held for sale, adjusted for any depreciation (amortization) expense that would have been recognized had the property been continuously classified as held and used, or (b) the fair value at the date of the subsequent decision not to sell.

***Investments in
Unconsolidated
Joint Ventures, Net***

The Company accounts for its investments in unconsolidated joint ventures for which Financial Accounting Standards Board ("FASB") Interpretation No. 46, Consolidation of Variable Interest Entities ("FIN 46") does not apply, under the equity method of accounting as the Company exercises significant influence, but does not control these entities. These investments are recorded initially at cost, as Investments in Unconsolidated Joint Ventures, and subsequently adjusted for equity in earnings and cash contributions and distributions.

FIN 46 provides guidance on the identification of entities for which control is achieved through means other than voting rights ("variable interest entities" or "VIEs") and the determination of which business enterprise should consolidate the VIE (the "Primary Beneficiary"). Generally, FIN 46 applies when either (1) the equity investors (if any) lack one or more of the essential characteristics of a controlling financial interest, (2) the equity investment at risk is insufficient to finance that entity's activities without additional subordinated financial support or (3) the equity investors have voting rights that are not proportionate to their economic interests and the activities of the entity involve or are conducted on behalf of an investor with a disproportionately small voting interest.

The Company has identified its Meadowlands Xanadu joint venture with the Mills Corporation as a VIE, but is not consolidating such venture as the Company is not the Primary Beneficiary. Disclosure about this VIE is included in Note 4 – Investments in Unconsolidated Joint Ventures.

On a periodic basis, management assesses whether there are any indicators that the value of the Company's investments in unconsolidated joint ventures may be impaired. An investment

10

is impaired only if management's estimate of the value of the investment is less than the carrying value of the investment, and such decline in value is deemed to be other than temporary. To the extent impairment has occurred, the loss shall be measured as the excess of the carrying amount of the investment over the value of the investment. Management does not believe that the value of any of the Company's investments in unconsolidated joint ventures is impaired. See Note 4 – Investments in Unconsolidated Joint Ventures.

Cash and Cash

Equivalents All highly liquid investments with a maturity of three months or less when purchased are considered to be cash equivalents.

Deferred Financing Costs Costs incurred in obtaining financing are capitalized and amortized on a straight-line basis, which approximates the effective interest method, over the term of the related indebtedness. Amortization of such costs is included in interest expense and was \$847 and \$989 for the three months ended June 30, 2005 and 2004, respectively, and \$1,739 and \$2,094 for the six months ended June 30, 2005 and 2004, respectively.

Deferred Leasing Costs Costs incurred in connection with leases are capitalized and amortized on a straight-line basis over the terms of the related leases and included in depreciation and amortization. Unamortized deferred leasing costs are charged to amortization expense upon early termination of the lease. Certain employees of the Company are compensated for providing leasing services to the Properties. The portion of such compensation, which is capitalized and amortized, approximated \$949 and \$1,481 for the three months ended June 30, 2005 and 2004, respectively, and \$1,906 and \$2,956 for the six months ended June 30, 2005 and 2004, respectively.

Derivative Instruments The Company measures derivative instruments, including certain derivative instruments embedded in other contracts, at fair value and records them as an asset or liability, depending on the Company's rights or obligations under the applicable derivative contract. For derivatives designated and qualifying as fair value hedges, the changes in the fair value of both the derivative instrument and the hedged item are recorded in earnings. For derivatives designated as cash flow hedges, the effective portions of the derivative are reported in other comprehensive income ("OCI") and are subsequently reclassified into earnings when the hedged item affects earnings. Changes in fair value of derivative instruments not designated as hedging and ineffective portions of hedges are recognized in earnings in the affected period.

Revenue Recognition Base rental revenue is recognized on a straight-line basis over the terms of the respective leases. Unbilled rents receivable represents the amount by which straight-line rental revenue exceeds rents currently billed in accordance with the lease agreements. Above-market and below-market lease values for acquired properties are recorded based on the present value (using a discount rate which reflects the risks associated with the leases acquired) of the difference between (i) the contractual amounts to be paid pursuant to each in-place lease and (ii) management's estimate of fair market lease rates for each corresponding in-place lease, measured over a period equal to the remaining term of the lease for above-market leases and the initial term plus the term of any below-market fixed-rate renewal options for below-market leases. The capitalized above-market lease values for acquired properties are amortized as a reduction of base rental revenue over the remaining term of the respective leases, and the capitalized below-market lease values are amortized as an increase to base rental revenue over the remaining initial terms plus the terms of any below-market fixed-rate renewal options of the respective leases. Parking and other revenue includes income from parking spaces leased to tenants, income from tenants for additional services arranged for the

Company, income from tenants for early lease terminations and income from managing and/or leasing properties for third parties. Escalations and recoveries are received from tenants for certain costs as provided in the lease agreements. These costs generally include real estate taxes, utilities, insurance, common area maintenance and other recoverable costs. See Note 13 – Tenant Leases.

Allowance for Doubtful Accounts Management periodically performs a detailed review of amounts due from tenants to determine if accounts receivable balances are impaired based on factors affecting the collectibility of those balances. Management's estimate of the allowance for doubtful accounts requires management to exercise significant judgment about the timing, frequency and severity of collection losses, which affects the allowance and net income.

Income and

Other Taxes

The Company has elected to be taxed as a REIT under Sections 856 through 860 of the Internal Revenue Code of 1986, as amended (the "Code"). As a REIT, the Company generally will not be subject to corporate federal income tax (including alternative minimum tax) on net income that it currently distributes to its shareholders, provided that the Company satisfies certain organizational and operational requirements including the requirement to distribute at least 90 percent of its REIT taxable income to its shareholders. The Company has elected to treat certain of its corporate subsidiaries as taxable REIT subsidiaries (each a "TRS"). In general, a TRS of the Company may perform additional services for tenants of the Company and generally may engage in any real estate or non-real estate related business (except for the operation or management of health care facilities or lodging facilities or the providing to any person, under a franchise, license or otherwise, rights to any brand name under which any lodging facility or health care facility is operated). A TRS is subject to corporate federal income tax. If the Company fails to qualify as a REIT in any taxable year, the Company will be subject to federal income tax (including any applicable alternative minimum tax) on its taxable income at regular corporate tax rates. The Company is subject to certain state and local taxes.

Earnings Per Share

The Company presents both basic and diluted earnings per share ("EPS"). Basic EPS excludes dilution and is computed by dividing net income available to common shareholders by the weighted average number of shares outstanding for the period. Diluted EPS reflects the potential dilution that could occur if securities or other contracts to issue common stock were exercised or converted into common stock, where such exercise or conversion would result in a lower EPS amount.

Dividends and Distributions Payable

The dividends and distributions payable at June 30, 2005 represents dividends payable to preferred shareholders (10,000 shares) and common shareholders (61,712,132 shares), and distributions payable to minority interest common unitholders of the Operating Partnership (13,829,254 common units) for all such holders of record as of July 6, 2005 with respect to the second quarter 2005. The second quarter 2005 preferred stock dividends of \$50.00 per share, common stock dividends and common unit distributions of \$0.63 per common share and unit were approved by the Board of Directors on June 23, 2005. The preferred stock dividends payable were paid on July 15, 2005. The common stock dividends and common unit distributions payable were paid on July 18, 2005.

The dividends and distributions payable at December 31, 2004 represents dividends payable to preferred shareholders (10,000 shares) and common shareholders (61,118,025 shares), distributions payable to minority interest common unitholders of the Operating Partnership (7,616,447 common units) and preferred distributions payable to preferred unitholders of the Operating Partnership (215,018 preferred units) for all such holders of record as of January 5,

12

2005 with respect to the fourth quarter 2004. The fourth quarter 2004 preferred stock dividends of \$50.00 per share, common stock dividends and common unit distributions of \$0.63 per common share and unit, as well as the fourth quarter 2004 preferred unit distributions of \$18.1818 per preferred unit, were approved by the Board of Directors on December 7, 2004. The preferred stock dividends, common stock dividends, and common and preferred unit distributions payable were paid on January 18, 2005.

Costs Incurred For Preferred Stock Issuances

Costs incurred in connection with the Company's preferred stock issuances are reflected as a reduction of additional paid-in capital.

Stock Compensation

The Company accounts for stock options and restricted stock awards granted prior to 2002 using the intrinsic value method prescribed in Accounting Principles Board Opinion No. 25, "Accounting for Stock Issued to Employees," and related Interpretations ("APB No. 25"). Under APB No. 25, compensation cost for stock options is measured as the excess, if any, of the quoted market price of the Company's stock at the date of grant over the exercise price of the option granted. Compensation cost for stock options is recognized ratably over the vesting period. The Company's policy is to grant options with an exercise price equal to the quoted closing market price of the Company's stock on the business day preceding the grant date. Accordingly, no compensation cost has been recognized under the Company's stock option plans for the granting of stock options made prior to 2002. Restricted stock awards granted prior to 2002 are valued at the vesting dates of such awards with compensation cost for such awards recognized ratably over the vesting period.

In 2002, the Company adopted the provisions of FASB No. 123, which requires, on a prospective basis, that the estimated fair value of restricted stock ("Restricted Stock Awards") and stock options at the grant date be amortized ratably into expense over the appropriate vesting period. For the three months ended June 30, 2005 and 2004, the Company recorded restricted stock and stock options expense of \$828 and \$1,573, respectively, and \$1,625 and \$2,344 for the six month periods ended June 30, 2005 and 2004. FASB No. 148, Accounting for Stock-Based Compensation – Transition and Disclosure, was issued in December 2002 and amends FASB No. 123, Accounting for Stock Based Compensation. FASB No. 148 provides alternative methods of transition for a

voluntary change to the fair value based method of accounting for stock based compensation. In addition, this Statement amends the disclosure requirements of FASB No. 123 to require prominent disclosures in both annual and interim financial statements about the method of accounting for stock-based employee compensation and the effect of the method used on reported results. FASB No. 148 disclosure requirements are presented as follows:

13

The following table illustrates the effect on net income and earnings per share if the fair value based method had been applied to all outstanding and unvested stock awards in each period:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2005	2004	2005	2004
Net income, as reported	\$36,540	\$16,253	\$59,483	\$43,076
Add: Stock-based compensation expense included in reported net income (net of minority interest)	676	1,393	1,382	2,075
Deduct: Total stock-based compensation expense determined under fair value based method for all awards	(873)	(1,838)	(1,804)	(2,837)
Add: Minority interest on stock-based compensation expenses under fair value based method	161	210	269	326
Pro forma net income	36,504	16,018	59,330	42,640
Deduct: Preferred stock dividends	(500)	(500)	(1,000)	(1,000)
Pro forma net income available to common shareholders – basic	\$36,004	\$15,518	\$58,330	\$41,640
Earnings Per Share:				
Basic – as reported	\$ 0.59	\$ 0.26	\$ 0.95	\$ 0.70
Basic – pro forma	\$ 0.59	\$ 0.26	\$ 0.95	\$ 0.69
Diluted – as reported	\$ 0.58	\$ 0.26	\$ 0.95	\$ 0.69
Diluted – pro forma	\$ 0.58	\$ 0.26	\$ 0.95	\$ 0.69

3. REAL ESTATE PROPERTY TRANSACTIONS

Property Acquisitions

The Company acquired the following office properties during the six months ended June 30, 2005:

Acquisition Date	Property/Address	Location	# of Bldgs.	Rentable Square Feet	Acquisition Cost (a) (in thousands)
03/02/05	101 Hudson Street (b)	Jersey City, Hudson County, NJ	1	1,246,283	\$330,342
03/29/05	23 Main Street (b) (c)	Holmdel, Monmouth County, NJ	1	350,000	23,947
Total Property Acquisitions:			2	1,596,283	\$354,289

(a) Amounts are as of June 30, 2005.

(b) Transaction was funded primarily through borrowing on the Company's revolving credit facility.

(c) In addition to its initial investment, the Company presently intends to make additional investments related to the property of approximately \$11,702.

14

Property Sales

The Company sold the following office properties during the six months ended June 30, 2005:

Sale Date	Property/Address	Location	# of Bldgs.	Rentable Square Feet	Net Sales Proceeds	Net Book Value	Realized Gain/(Loss)
-----------	------------------	----------	-------------	----------------------	--------------------	----------------	----------------------

02/04/05	210 South 16th Street	Omaha, Douglas County, Nebraska	1	318,224	\$ 8,464	\$ 8,210	\$ 254
02/11/05	1122 Alma Road	Richardson, Dallas County, Texas	1	82,576	2,075	2,344	(269)
02/15/05	3 Skyline Drive	Hawthorne, Westchester County, New York	1	75,668	9,587	8,856	731
05/11/05	201 Willowbrook Blvd.	Wayne, Passaic County, New Jersey (a)	1	178,329	17,696	17,705	(9)
06/03/05	600 Community Drive/ 111 East Shore Road	North Hempstead, Nassau County, New York	2	292,849	71,593	59,609	11,984
Total Office Property Sales:			6	947,646	\$109,415	\$96,724	\$12,691

(a) In connection with the sale, the Company provided a mortgage loan to the buyer of \$12,000 which bears interest at 5.74 percent, matures in five years with a five year renewal option, and requires monthly payments of principal and interest.

Subsequent Events

On July 12, 2005, the Company acquired Monmouth Executive Center, a four-building, 236,338 square-foot class A office complex in Freehold, New Jersey, for approximately \$33,000.

4. INVESTMENTS IN UNCONSOLIDATED JOINT VENTURES

The debt of the Company's unconsolidated joint ventures aggregating \$123,460 as of June 30, 2005 is non-recourse to the Company, except for customary exceptions pertaining to such matters as intentional misuse of funds, environmental conditions and material misrepresentations, and except as otherwise indicated below.

MEADOWLANDS XANADU

On November 25, 2003, the Company and affiliates of The Mills Corporation ("Mills") entered into a joint venture agreement ("Meadowlands Xanadu Venture Agreement") to form Meadowlands Mills/Mack-Cali Limited Partnership ("Meadowlands Venture") for the purpose of developing a \$1.3 billion family entertainment, recreation and retail complex with an office and hotel component to be built at the Meadowlands sports complex in East Rutherford, New Jersey ("Meadowlands Xanadu"). The First Amendment to the Meadowlands Xanadu Venture Agreement was entered into as of June 30, 2005. Meadowlands Xanadu's approximately 4.76 million-square-foot complex is expected to feature a family entertainment, recreation and retail destination comprising five themed zones: sports; entertainment; children's education; fashion; and food and home, in addition to four office buildings, aggregating approximately 1.8 million square feet, and a 520-room hotel.

On December 3, 2003, the Meadowlands Venture entered into a redevelopment agreement (the "Redevelopment Agreement") with the New Jersey Sports and Exposition Authority ("NJSEA") for the redevelopment of the area surrounding the Continental Airlines Arena in East Rutherford, New Jersey and the construction of the Meadowlands Xanadu project. The Redevelopment Agreement provides for a 75-year ground lease and requires the Meadowlands Venture to pay the NJSEA a \$160,000 development rights fee and fixed rent over the term. Fixed rent will be in the amount of \$1 per year for the first 15 years, increasing to \$7,500 from the 16th to the 18th years, increasing to \$8,447 in the 19th year, increasing to \$8,700 in the 20th year, increasing to \$8,961 in the 21st year, then to \$9,200 in the 23rd to 26th years, with additional increases over the remainder of the term, as set forth in the ground lease. The ground lease also allows for the potential for participation rent payments by the Meadowlands Venture, as described in the ground lease agreement. The First Amendment to the Redevelopment Agreement and the ground lease, itself, were signed on October 5, 2004. The Meadowlands Venture received all necessary permits and approvals from the NJSEA and U.S. Army Corps of Engineers in March 2005 and commenced construction in the same month. As a condition to the commencement of work to fill wetlands pursuant to the permit issued by the U.S. Army Corps of Engineers and pursuant to the Redevelopment Agreement, as amended, the Meadowlands Venture conveyed certain vacant land, known as the Empire Tract, to a conservancy trust. On June 30, 2005, the \$160,000 development rights fees was deposited into an escrow account by the Meadowlands Venture in accordance with the terms of the First Amendment to the Redevelopment Agreement. On such date, the following amounts were paid

15

from escrow: (i) approximately \$36,000 to defease certain debt obligations of the NJSEA; and (ii) \$26,800 to the NJSEA, which, in turn, paid such amount to the Meadowlands Venture for the Empire Tract. The balance of the escrow is to be released and paid in accordance with the terms of the First Amendment to the Redevelopment Agreement.

The Company and Mills own a 20 percent and 80 percent interest, respectively, in the Meadowlands Venture. These interests were subject to certain participation rights by The New York Giants, which were subsequently terminated in April 2004. The Meadowlands Xanadu Venture Agreement required the Company to make an equity contribution up to a maximum of \$32,500, which it fulfilled in April 2005. Pursuant to the Meadowlands Xanadu Venture Agreement, Mills has received subordinated capital credit in the venture of approximately \$118,000, which represents certain costs incurred by Mills in connection with the Empire Tract prior to the creation of the Meadowlands Venture. However, under the First Amendment to the Meadowlands Xanadu Venture Agreement, the Company and Mills agreed that due to the expected receipt by the Meadowlands Venture of certain other sums and certain development costs savings in connection with Meadowlands Xanadu, Mills' subordinated capital credit in the venture for the Empire Tract should be reduced to \$60,000 as of the date of the First Amendment to the Meadowlands Xanadu Venture Agreement. The Meadowlands Xanadu Venture Agreement requires Mills to contribute the balance of the capital required to complete the entertainment phase, subject to certain limitations. The Company will receive a 9 percent preferred return on its equity investment, only after Mills receives a 9 percent preferred return on its equity investment. Residual returns, subject to participation by other parties, will be in proportion to each partner's respective percentage interest.

Mills will develop, lease and operate the entertainment phase of the Meadowlands Xanadu project. The Meadowlands Venture has formed and owns, directly and indirectly, all of the partnership interests in and to the component ventures which were formed for the future development of the office and hotel phases, which the Company will develop, lease and operate. Upon the Company's exercise of its rights under the Meadowlands

Xanadu Venture Agreement to develop the office and hotel phases, the Meadowlands Venture will convey ownership of the component ventures to the Company and Mills or its affiliate, and the Company or its affiliate will own an 80 percent interest and Mills or its affiliate will own a 20 percent interest in such component ventures. However, under the First amendment to the Meadowlands Xanadu Venture Agreement, if the Meadowlands Venture develops a hotel that has video lottery terminals (or "slots"), or any other legalized form of gaming on or in its premises, then the Company or its affiliate will own a 50 percent interest in such component venture and Mills or its affiliate will own a 50 percent interest. The Meadowlands Xanadu Venture Agreement requires that the Company must exercise its rights with respect to the first office and hotel phase no later than four years after the grand opening of the entertainment phase, and requires that the Company exercise all of its rights with respect to the office and hotel phases no later than 10 years from such date, but does not require that any or all components be developed. However, under the Meadowlands Xanadu Venture Agreement, Mills has the right to accelerate such exercise schedule, subject to certain conditions. Should the Company fail to meet the time schedule described above for the exercise of its rights with respect to the office and hotel phases, the Company will forfeit its rights to participate in future development. If this occurs, Mills will have the right to develop the additional phases, subject to the Company's right to participate, or to cause the Meadowlands Venture to sell such components to a third party, subject to a sales price limitation of 95 percent of the value that would have been required to form such component ventures.

Commencing three years after the grand opening of the entertainment phase of the Meadowlands Xanadu project, either Mills or the Company may sell its partnership interest to a third party subject to the following provisions:

- Mills has certain "drag-along" rights and the Company has certain "tag-along" rights in connection with such sale of interest to a third party; and
- Mills has a right of first refusal with respect of a sale by the Company of its partnership interests.

In addition, commencing on the sixth anniversary of the opening, the Company may cause Mills to purchase, and Mills may cause the Company to sell to Mills, all of the Company's partnership interests at a price based on the then fair market value of the project. Notwithstanding the exercise by Mills or the Company of any of the foregoing rights with respect to the sale of the Company's partnership interest to Mills or a third party, the Company will retain its right to component ventures for the future development of the office and hotel phases.

On February 12, 2003, the New Jersey Sports and Exposition Authority selected The Mills Corporation and the Company to redevelop the Continental Airlines Arena site ("Arena Site") for mixed uses, including retail. In March 2003, Hartz Mountain Industries, Inc., or Hartz, filed a lawsuit in the Superior Court of New Jersey, Law Division, for Bergen County, seeking to enjoin the New Jersey Sports and Exposition Authority, or NJSEA, from entering into a contract with Mills and the Company for the redevelopment of the Continental Arena site. In May 2003, the court denied Hartz's request for an injunction and dismissed its suit for failure to exhaust administrative remedies. In June 2003, the NJSEA held hearings on Hartz's protest, and on a parallel protest filed by another rejected developer, Westfield, Inc. ("Westfield"). On September 10, 2003, the NJSEA ruled against Hartz's and Westfield's protests, and on May 14, 2004, the Appellate Division of the Superior Court of New Jersey rejected Hartz's contention that the NJSEA lacks statutory authority to allow retail development of its property. The Supreme Court of New Jersey has declined to review the Appellate Division's decision. Hartz, Westfield and four taxpayers (the "Brahma Appellants") have also filed appeals from the NJSEA's final decision based on other grounds. In a separate action commenced in January 2004, Hartz and Westfield also appealed the NJSEA's approval and execution of the formal redevelopment agreement with the Meadowlands Venture. Several appeals filed by Hartz, Westfield and others, including certain environmental groups, that challenge certain approvals received by the Meadowlands Venture from the NJSEA, the New Jersey Meadowlands Commission and the New Jersey Department of Environmental Protection remain pending before the Appellate Division. The Appellate Division, in a decision rendered on November 24, 2004, completed its review of Hartz's Open Public Records Act appeal and the remand proceeding it earlier ordered and upheld the findings of the Law Division in the remand proceeding. The Supreme Court of New Jersey has declined to review the Appellate Division's decision. The NJSEA held further hearings on December 15 and 16, 2004, at Hartz's request to review certain additional facts in support of its bid protest. The Hearing Officer rendered his Supplemental Report and Recommendation to the NJSEA on March 4, 2005, finding no merit in the protests presented by Hartz and Westfield. The NJSEA accepted the Supplemental Report and Recommendation on March 30, 2005 and Hartz appealed that decision to the Appellate Division. Hartz also filed an application with the Appellate Division seeking an Order staying the construction of the Meadowlands Xanadu project, which officially commenced on March 24, 2005, and on April 27, 2005, the Brahma Appellants filed a separate appeal with the Appellate Division also challenging the NJSEA's decision to allow construction to begin and seeking an Order staying the construction of the Meadowlands Xanadu project. The Appellate Division denied Hartz's application for a stay of construction by Order dated May 5, 2005. The Appellate Division has not made any determinations with respect to these appeals. On April 5, 2005 the New York Football Giants filed a Verified Complaint seeking an emergency order halting construction pending a final decision on its contention that construction of the Meadowlands Xanadu project violates its lease agreements with the NJSEA. The Superior Court of New Jersey, Chancery Division, has scheduled a hearing on that application for August 5, 2005. On March 18, 2005, the U.S. Army Corps of Engineers issued a permit to the Meadowlands Venture to authorize the filling of 7.69 acres of wetlands and other waters of the United States in connection with the Meadowlands Xanadu project. Three separate lawsuits have been filed in the United States District Court for the District of New Jersey, challenging the Corps' decision to issue the permit to the Meadowlands Venture and seeking to set aside the permit and remand the matter to the Corps for further proceedings consistent with the National Environmental Policy Act and the Clean Water Act. The first suit was filed on March 30, 2005, by the Sierra Club, the New Jersey Public Interest Research Group, Citizen Lobby, Inc. and the New Jersey Environmental Federation. Additional suits were filed on May 16 and May 31, 2005, respectively, by Hartz Mountain Industries, Inc., (together with one of its officers as an individual named plaintiff) and the Borough of Carlstadt. The Meadowlands Venture is named as a defendant, along with the Corps, in all three of these suits. On May 3, 2005, the Sierra Club filed a motion for a preliminary injunction to stop

certain construction activities on the project. The Court denied that motion on July 6, 2005. The Meadowlands Venture and the Corps have filed motions to dismiss the Hartz complaint for lack of standing. Similar motions may be filed to dismiss the Carlstadt complaint. Once these standing issues are resolved, the court will address the merits of the claims through motions for summary judgment. The New Jersey Builders' Association has commenced an action, which is pending in the Appellate Division, alleging that NJSEA has failed to meet a purported obligation to provide affordable housing at the Meadowlands Complex. The Builders' Association has filed an application for injunctive relief seeking to enjoin further construction of the project. That application is pending. The Company is not a party to that action.

The Company believes that the Meadowlands Venture's proposal and the planned project comply with applicable laws, and the Meadowlands Venture intends to continue its vigorous defense of its rights under the executed Redevelopment Agreement and recently executed Ground Lease. Although there can be no assurance, the Company

17

does not believe that the pending lawsuits will have any material effect on its ability to develop the Meadowlands Xanadu project.

HPMC

On July 21, 1998, the Company entered into a joint venture with HCG Development, L.L.C. and Summit Partners I, L.L.C. to form HPMC Development Partners II, L.P. (formerly known as HPMC Lava Ridge Partners, L.P.). HPMC Development Partners II, L.P.'s efforts focused on three development projects, commonly referred to as Lava Ridge, Stadium Gateway, Pacific Plaza I & II. Lava Ridge was sold in 2002.

The Company has a 50 percent ownership interest and HCG Development, L.L.C. and Summit Partners I, L.L.C. (both of which are not affiliated with the Company) collectively have a 50 percent ownership interest in HPMC Development Partners II, L.P. Significant terms of the applicable partnership agreements, among other things, call for the Company to provide 80 percent and HCG Development, L.L.C. and Summit Partners I, L.L.C. to collectively provide 20 percent of the development equity capital. As the Company agreed to fund development equity capital disproportionate to its ownership interest, it was granted a preferred return of 10 percent on its invested capital as a priority. Profits and losses are allocated to the partners based upon the priority of distributions specified in the respective agreements and entitle the Company to a preferred return, as well as 50 percent of residual profits above the preferred returns. Equity in earnings recognized by the Company consists of preferred returns and the Company's equity in earnings (loss) after giving effect to the payment of such preferred returns.

Stadium Gateway

Stadium Gateway was a development joint venture project, located in Anaheim, California between HPMC Development Partners II, L.P. and a third-party entity. The venture constructed a six-story, 273,194 square foot office building, which commenced initial operations in January 2002. On April 1, 2003, the venture sold the office property for approximately \$52,500.

Pacific Plaza I & II

Pacific Plaza I & II is a two-phase development joint venture project, located in Daly City, California between, HPMC Development Partners II, L.P. and a third-party entity. Phase I of the project, which commenced initial operations in August 2001, consists of a nine-story office building, aggregating 364,384 square feet. Phase II, which comprises a three-story retail and theater complex, commenced initial operations in June 2002. On August 27, 2004, the venture sold the Pacific Plaza I & II complex for approximately \$143,000. The Company performed management services for the property while it was owned by the venture and recognized \$0 and \$87 in fees for such services in the three months ended June 30, 2005 and 2004, respectively, and \$0 and \$176 for the six months ended June 30, 2005 and 2004, respectively.

G&G MARTCO (Convention Plaza)

The Company holds a 50 percent interest in G&G Martco, which owns Convention Plaza, a 305,618 square foot office building, located in San Francisco, California. The venture has a mortgage loan with a \$45,501 balance at June 30, 2005 collateralized by its office property. The loan also provides the venture the ability to increase the balance of the loan up to an additional \$2,183 for the funding of qualified leasing costs. The loan bears interest at a rate of the London Inter-Bank Offered Rate ("LIBOR") (3.34 percent at June 30, 2005) plus 162.5 basis points and matures in August 2006. The Company performs management and leasing services for the property owned by the joint venture and recognized \$34 and \$36 in fees for such services in the three months ended June 30, 2005 and 2004, respectively, and \$69 and \$72 for the six months ended June 30, 2005 and 2004, respectively.

PLAZA VIII AND IX ASSOCIATES, L.L.C./AMERICAN FINANCIAL EXCHANGE L.L.C.

On May 20, 1998, the Company entered into a joint venture with Columbia Development Company, L.L.C. ("Columbia") to form American Financial Exchange L.L.C. The venture was formed to acquire land for future development, located on the Hudson River waterfront in Jersey City, New Jersey, adjacent to the Company's Harborside Financial Center office complex. Among other things, the partnership agreement provides for a preferred return on the Company's invested capital in the venture, in addition to the Company's proportionate share of the venture's profit, as defined in the agreement. The joint venture acquired land on which it initially constructed a parking facility. In the fourth quarter 2000, the joint venture started construction of Plaza 10, a 577,575 square foot office building, which was 100 percent pre-leased to Charles Schwab & Co. Inc. ("Schwab") for a 15-year term,

18

on certain of the land owned by the venture. The lease agreement with Schwab obligated the venture, among other things, to deliver space to the tenant by required timelines and offers expansion options, at the tenant's election.

On September 29, 2003, the Company sold its interest in AFE, in which it held a 50 percent interest, and received approximately \$162,145 in net sales proceeds from the transaction, which the Company used primarily to repay outstanding borrowings under its revolving credit facility. Following completion of the sale of its interest, the Company no longer has any remaining obligations to Schwab.

In advance of the transaction, AFE distributed its interests in Plaza VIII and IX Associates, L.L.C., which owned the undeveloped land currently used as a parking facility, to its then partners, the Company and Columbia. The Company and Columbia subsequently entered into a new joint venture to own and manage the undeveloped land and related parking operations through Plaza VIII and IX Associates, L.L.C. The Company and Columbia each hold a 50 percent interest in the new venture.

RAMLAND REALTY ASSOCIATES L.L.C. (One Ramland Road)

On August 20, 1998, the Company entered into a joint venture with S.B. New York Realty Corp. to form Ramland Realty Associates L.L.C. The venture was formed to own, manage and operate One Ramland Road, a 232,000 square foot office/flex building and adjacent developable land, located in Orangeburg, New York. In August 1999, the joint venture completed redevelopment of the property and placed the office/flex building in service. The Company holds a 50 percent interest in the joint venture. The venture has a mortgage loan with a \$14,936 balance at June 30, 2005 secured by its office/flex property. The mortgage bears interest at a rate of LIBOR plus 175 basis points and matures in January 2007, with two one-year extension options, subject to certain conditions.

The Company performs management, leasing and other services for the property owned by the joint venture and recognized \$46 and \$15 in fees for such services in the three months ended June 30, 2005 and 2004, respectively, and \$55 and \$18 for the six months ended June 30, 2005 and 2004, respectively.

ASHFORD LOOP ASSOCIATES L.P. (1001 South Dairy Ashford/2100 West Loop South)

On September 18, 1998, the Company entered into a joint venture with Prudential to form Ashford Loop Associates L.P. The venture was formed to own, manage and operate 1001 South Dairy Ashford, a 130,000 square foot office building acquired on September 18, 1998, and 2100 West Loop South, a 168,000 square foot office building acquired on November 25, 1998, both located in Houston, Texas. The Company held a 20 percent interest in the joint venture. Included in depreciation and amortization in the results of operations for the fourth quarter 2004 for the joint venture was a valuation allowance of \$24,575 on account of the carrying value of the venture's assets exceeding the net realizable value as of December 31, 2004. Included in the Company's equity in earnings (loss) of unconsolidated joint venture for the fourth quarter 2004 was a \$4,915 loss representing the Company's share of the valuation allowance. On February 25, 2005, the Company sold its interest in the venture to Prudential for \$2,664 and recognized a gain on the sale of \$31 (net of minority interest of \$4).

SOUTH PIER AT HARBORSIDE HOTEL

On November 17, 1999, the Company entered into a joint venture with Hyatt Corporation ("Hyatt") to develop a 350-room hotel on the South Pier at Harborside Financial Center, Jersey City, New Jersey, known as the Hyatt Regency Jersey City on the Hudson, which was completed and commenced initial operations in July 2002. The Company owns a 50 percent interest in the venture.

The venture had a mortgage loan with a commercial bank with a \$62,902 balance at December 31, 2003 collateralized by its hotel property. The debt bore interest at a rate of LIBOR plus 275 basis points, which was scheduled to mature in December 2003, and was extended through January 29, 2004. On that date, the venture repaid the mortgage loan using the proceeds from a new \$40,000 mortgage loan, (with a balance as of June 30, 2005 or \$39,767), collateralized by the hotel property, as well as capital contributions from the Company and Hyatt of \$10,750 each. The new loan carries an interest rate of LIBOR plus 200 basis points and matures in February 2006. The loan provides for three one-year extension options subject to certain conditions. The final two one-year extension options require payment of a fee. On May 25, 2004, the venture obtained a second mortgage loan with a commercial bank for \$20,000 (with a balance as of June 30, 2005 of \$13,000) collateralized by the hotel property, in which each partner, including the Company, has severally guaranteed repayment of approximately \$8,000. The loan carries an interest rate of LIBOR plus 175 basis points and matures in February 2006. The loan provides for three

one-year extension options subject to certain conditions. The final two one-year extension options require payment of a fee. The proceeds from this loan were used to make distributions to the Company and Hyatt in the amount of \$10,000 each. Additionally, the venture has an \$8,000 loan (with a balance as of June 30, 2005 of \$7,835) with the City of Jersey City, provided by the U.S. Department of Housing and Urban Development. The loan currently bears interest at fixed rates ranging from 6.09 percent to 6.62 percent and matures in August 2020. The Company has posted an \$8,000 letter of credit in support of this loan, \$4,000 of which is indemnified by Hyatt.

NORTH PIER AT HARBORSIDE – RESIDENTIAL DEVELOPMENT

On April 3, 2001, the Company sold its North Pier at Harborside Financial Center, Jersey City, New Jersey to an entity which planned on developing residential housing on the site. At the time, the Company received net sales proceeds of approximately \$3,357 (which included a note receivable of \$2,027 subsequently repaid in 2002), and recognized a gain of \$439 (before minority interest) from the transaction. On March 31, 2004, the Company received additional purchase consideration of \$720, for which the Company recorded a gain of \$637 (net of minority interest of \$83) in gain on sale of investment in unconsolidated joint ventures for the three months ended March 31, 2004.

The following is a summary of the financial position of the unconsolidated joint ventures in which the Company had investment interests as of June 30, 2005 and December 31, 2004:

June 30, 2005								
	Meadowlands Xanadu	HPMC	G&G Martco	Plaza VIII & IX Associates	Ramland Realty	Ashford Loop	Harborside South Pier	Combined Total
Assets:								
Rental property, net	\$255,308	--	\$10,072	\$12,320	\$12,777	--	\$76,903	\$367,380
Other assets	205,568	--	5,484	1,482	1,518	--	12,526	226,578
Total assets	\$460,876	--	\$15,556	\$13,802	\$14,295	--	\$89,429	\$593,958
Liabilities and partners'/ members capital (deficit):								
Mortgages, loans payable and other obligations	--	--	\$45,501	--	\$14,936	--	\$63,023	\$123,460
Other liabilities	\$ 6,405	--	1,216	\$ 1,362	333	--	3,677	12,993
Partners'/members' capital (deficit)	454,471	--	(31,161)	12,440	(974)	--	22,729	457,505
Total liabilities and partners'/members' capital (deficit)	\$460,876	--	\$15,556	\$13,802	\$14,295	--	\$89,429	\$593,958
Company's investment in unconsolidated joint ventures, net	\$ 33,633	--	\$ 6,913	\$ 6,141	\$ --	--	\$13,926	\$ 60,613
December 31, 2004								
	Meadowlands Xanadu	HPMC	G&G Martco	Plaza VIII & IX Associates	Ramland Realty	Ashford Loop	Harborside South Pier	Combined Total
Assets:								
Rental property, net	\$235,254	--	\$ 8,571	\$12,629	\$13,030	\$11,256	\$79,721	\$360,461
Other assets	1,420	--	4,589	1,463	1,559	539	12,034	21,604
Total assets	\$236,674	--	\$ 13,160	\$14,092	\$14,589	\$11,795	\$91,755	\$382,065
Liabilities and partners'/ members capital (deficit):								
Mortgages, loans payable and other obligations	\$ --	--	\$ 43,236	\$ --	\$14,936	\$ --	\$66,191	\$124,363
Other liabilities	8,205	--	963	1,376	334	670	4,009	15,557
Partners'/members' capital (deficit)	228,469	--	(31,039)	12,716	(681)	11,125	21,555	242,145
Total liabilities and partners'/members' capital (deficit)	\$236,674	--	\$ 13,160	\$14,092	\$14,589	\$11,795	\$91,755	\$382,065
Company's investment in unconsolidated joint ventures, net	\$ 17,359	--	\$ 7,157	\$ 6,279	\$ --	\$ 2,664	\$13,284	\$ 46,743

21

SUMMARIES OF UNCONSOLIDATED JOINT VENTURES

The following is a summary of the results of operations of the unconsolidated joint ventures for the period in which the Company had investment interests during the three months ended June 30, 2005 and 2004:

Three Months Ended June 30, 2005									
	Meadowlands Xanadu	HPMC	G&G Martco	Plaza VIII & IX Associates	Ramland Realty	Ashford Loop	Harborside South Pier	Minority Interest in Operating Partnership	Combined Total
Total revenues	--	--	\$1,568	\$ 52	\$ 664	--	\$ 9,158		\$11,442
Operating and other expenses	--	--	(908)	(62)	(348)	--	(5,294)		(6,612)
Depreciation and amortization	--	--	(290)	(154)	(162)	--	(1,289)		(1,895)
Interest expense	--	--	(525)	--	(179)	--	(1,292)		(1,996)
Net income	--	--	\$ (155)	\$(164)	\$ (25)	--	\$ 1,283		\$ 939
Company's equity in earnings (loss) of unconsolidated joint ventures	--	--	\$ (77)	\$ (79)	--	--	\$ 698	\$(100)	\$ 442

Three Months Ended June 30, 2004

	Meadowlands Xanadu	HPMC	G&G Martco	Plaza VIII & IX Associates	Ramland Realty	Ashford Loop	Harborside South Pier	Minority Interest in Operating Partnership	Combined Total
Total revenues	--	\$ 4	\$1,913	\$ 16	\$ 394	\$ 809	\$ 7,950		\$11,086
Operating and other expenses	--	(87)	(865)	(14)	(322)	(817)	(4,950)		(7,055)
Depreciation and amortization	--	--	(260)	(154)	(153)	(242)	(1,646)		(2,455)
Interest expense	--	--	(287)	--	(106)	--	(515)		(908)
Net income	--	\$ (83)	\$ 501	\$(152)	\$(187)	\$(250)	\$ 839		\$ 668
Company's equity in earnings (loss) of unconsolidated joint ventures	--	\$526	\$ 250	\$ (76)	\$ --	\$ (50)	\$ 440	\$(125)	\$ 965

22

SUMMARIES OF UNCONSOLIDATED JOINT VENTURES

The following is a summary of the results of operations of the unconsolidated joint ventures for the period in which the Company had investment interests during the six months ended June 30, 2005 and 2004:

Six Months Ended June 30, 2005

	Meadowlands Xanadu	HPMC	G&G Martco	Plaza VIII & IX Associates	Ramland Realty	Ashford Loop	Harborside South Pier	Minority Interest in Operating Partnership	Combined Total
Total revenues	--	--	\$ 3,149	\$ 128	\$1,032	\$ 405	\$15,887		\$ 20,601
Operating and other expenses	--	--	(1,738)	(96)	(666)	(397)	(9,825)		(12,722)
Depreciation and amortization	--	--	(545)	(308)	(317)	(160)	(2,884)		(4,214)
Interest expense	--	--	(988)	--	(342)	--	(2,007)		(3,337)
Net income	--	--	\$ (122)	\$(276)	\$ (293)	\$(152)	\$ 1,171		\$ 328
Company's equity in earnings (loss) of unconsolidated joint ventures	--	--	\$ (244)	\$(138)	\$ --	\$ (30)	\$ 642	\$(65)	\$ 165

Six Months Ended June 30, 2004

	Meadowlands Xanadu	HPMC	G&G Martco	Plaza VIII & IX Associates	Ramland Realty	Ashford Loop	Harborside South Pier	Minority Interest in Operating Partnership	Combined Total
Total revenues	--	\$ 79	\$ 3,839	\$ 81	\$ 497	\$ 1,585	\$13,661		\$ 19,742
Operating and other expenses	--	(253)	(1,766)	(62)	(572)	(1,394)	(9,104)		(13,151)
Depreciation and amortization	--	--	(540)	(308)	(291)	(486)	(3,192)		(4,817)
Interest expense	--	--	(574)	--	(213)	--	(1,067)		(1,854)
Net income	--	\$ (174)	\$ 959	\$(289)	\$(579)	\$ (295)	\$ 298		\$ (80)
Company's equity in earnings (loss) of unconsolidated joint ventures	--	\$1,047	\$ 479	\$(144)	\$(225)	\$ (59)	\$ 169	\$(145)	\$ 1,122

23

5. DEFERRED CHARGES AND OTHER ASSETS

	June 30, 2005	December 31, 2004
Deferred leasing costs	\$163,730	\$152,525
Deferred financing costs	19,571	17,137
	183,301	169,662
Accumulated amortization	(61,849)	(58,170)
Deferred charges, net	121,452	111,492
Notes receivable	11,988	--
In-place lease values and related intangible assets, net	40,238	17,560
Prepaid expenses and other assets, net	13,286	26,008
Total deferred charges and other assets, net	\$186,964	\$155,060

6. DISCONTINUED OPERATIONS

On February 3, 2005, the Company entered into agreements to sell its office building located at 600 Community Drive in North Hempstead, New York and its office building located at 111 East Shore Road in North Hempstead, New York, which aggregate 292,849 square feet. On June 3, 2005, the Company completed the sale of the two buildings and received net sales proceeds of approximately \$71,593.

On March 31, 2005, the Company identified its 178,329 square foot office building located at 201 Willowbrook Boulevard in Wayne, New Jersey as held for sale. The Company determined that the carrying amount of this property identified as held for sale was not expected to be recovered from estimated net sales proceeds and, accordingly, recognized a valuation allowance of \$1,434 (net of minority interest of \$179) during the three months ended March 31, 2005. On May 11, 2005, the Company sold the building for net sales proceeds of approximately \$17,696.

As the Company sold 3030 L.B.J. Freeway, Dallas, Texas; 84 N. E. Loop 410, San Antonio, Texas; and 340 Mt. Kemble Avenue, Morris Township, New Jersey during the year ended December 31, 2004 and 210 South 16th Street, Omaha, Nebraska; 1122 Alma Road, Richardson, Texas; and 3 Skyline Drive, Hawthorne, New York during the six months ended June 30, 2005, the Company has also presented these assets as discontinued operations in its statements of operations for the periods presented.

There are no properties identified as held for sale as of June 30, 2005.

The following tables summarize income from discontinued operations (net of minority interest) and the related realized gains (losses) and unrealized losses on disposition of rental property (net of minority interest), net for the three and six month periods ended June 30, 2005 and 2004:

	Three Months Ended June 30,		Six Months Ended June 30	
	2005	2004	2005	2004
Total revenues	\$1,627	\$6,511	\$4,341	\$12,668
Operating and other expenses	(357)	(2,288)	(1,226)	(4,194)
Depreciation and amortization	(7)	(1,517)	(400)	(2,927)
Interest expense (net of interest income)	34	(159)	42	(318)
Minority interest	(239)	(290)	(401)	(598)
Income from discontinued operations (net of minority interest)	\$1,058	\$2,257	\$2,356	\$ 4,631

	Three Months Ended June 30,		Six Months Ended June 30,	
	2005	2004	2005	2004
Realized gains on disposition of rental property	\$11,975	--	\$12,691	--
Unrealized losses on disposition of rental property	--	\$(11,856)	(1,613)	\$(11,856)
Minority interest	(2,204)	1,355	(2,105)	1,355
Realized gains (losses) and unrealized losses on disposition of rental property (net of minority interest), net	\$ 9,771	\$(10,501)	\$ 8,973	\$(10,501)

7. SENIOR UNSECURED NOTES

A summary of the Company's senior unsecured notes as of June 30, 2005 and December 31, 2004 is as follows:

	June 30, 2005	December 31, 2004	Effective Rate (1)
7.250% Senior Unsecured Notes, due March 15, 2009	\$ 299,129	\$ 299,012	7.49%
5.050% Senior Unsecured Notes due April 15, 2010	149,737	--	5.27%
7.835% Senior Unsecured Notes, due December 15, 2010	15,000	15,000	7.95%
7.750% Senior Unsecured Notes, due February 15, 2011	299,035	298,948	7.93%
6.150% Senior Unsecured Notes, due December 15, 2012	91,243	90,998	6.89%
5.820% Senior Unsecured Notes, due March 15, 2013	25,254	25,199	6.45%
4.600% Senior Unsecured Notes, due June 15, 2013	99,772	99,758	4.74%
5.125% Senior Unsecured Notes, due February 15, 2014	202,068	202,187	5.11%
5.125% Senior Unsecured Notes, due January 15, 2015	149,118	--	5.30%
Total Senior Unsecured Notes	\$1,330,356	\$1,031,102	6.46%

(1) Includes the cost of terminated treasury lock agreements (if any), offering and other transaction costs and the discount on the notes, as applicable.

On January 25, 2005, the Company issued \$150,000 face amount of 5.125 percent senior unsecured notes due January 15, 2015 with interest payable semi-annually in arrears. The proceeds from the issuance (net of selling commissions and discount) of approximately \$148,103 were used primarily to reduce outstanding borrowings under the 2004 unsecured facility.

On April 15, 2005, the Company issued \$150,000 face amount of 5.05 percent senior unsecured notes due April 15, 2010 with interest payable semi-annually in arrears. The proceeds from the issuance (net of selling commissions and discount) of approximately \$148,826 were used to reduce outstanding borrowings under the 2004 unsecured facility.

8. UNSECURED REVOLVING CREDIT FACILITY

2004 Unsecured Facility

On November 23, 2004, the Company obtained an unsecured revolving credit facility (the "2004 Unsecured Facility") with a current borrowing capacity of \$600.0 million from a group of 27 lenders. The interest rate on outstanding borrowings (not electing the Company's competitive bid feature) under the 2004 Unsecured Facility is currently LIBOR plus 65 basis points. The facility has a competitive bid feature, which allows the Company to solicit bids from lenders under the facility to borrow up to \$300,000 at interest rates less than the current LIBOR plus 65 basis point spread. As of June 30, 2005, the Company's outstanding borrowings carried a weighted average interest rate of LIBOR plus 41 points. The Company may also elect an interest rate representing the higher of the lender's prime rate or the Federal Funds rate plus 50 basis points. The 2004 Unsecured Facility also currently

25

requires a 20 basis point facility fee on the current borrowing capacity payable quarterly in arrears. The 2004 Unsecured Facility matures in November 2007, with an extension option of one year, which would require a payment of 25 basis points of the then borrowing capacity of the facility upon exercise.

In the event of a change in the Operating Partnership's unsecured debt rating, the interest and facility fee rates will be adjusted in accordance with the following table:

Operating Partnership's Unsecured Debt Ratings: S&P Moody's/Fitch (a)	Interest Rate – Applicable Basis Points Above LIBOR	Facility Fee Basis Points
No ratings or less than BBB-/Baa3/BBB-	112.5	25.0
BBB-/Baa3/BBB-	80.0	20.0
BBB/Baa2/BBB (current)	65.0	20.0
BBB+/Baa1/BBB+	55.0	15.0
A-/A3/A- or higher	50.0	15.0

(a) If the Operating Partnership has debt ratings from two rating agencies, one of which is Standard & Poor's Rating Services ("S&P") or Moody's Investors Service ("Moody's"), the rates per the above table shall be based on the lower of such ratings. If the Operating Partnership has debt ratings from three rating agencies, one of which is S&P or Moody's, the rates per the above table shall be based on the lower of the two highest ratings. If the Operating Partnership has debt ratings from only one agency, it will be considered to have no rating or less than BBB-/Baa3/BBB- per the above table.

The terms of the 2004 Unsecured Facility include certain restrictions and covenants which limit, among other things, the payment of dividends (as discussed below), the incurrence of additional indebtedness, the incurrence of liens and the disposition of real estate properties (to the extent that: (i) such property dispositions cause the Company to default on any of the financial ratios of the facility described below, or (ii) the property dispositions

are completed while the Company is under an event of default under the facility, unless, under certain circumstances, such disposition is being carried out to cure such default), and which require compliance with financial ratios relating to the maximum leverage ratio, the maximum amount of secured indebtedness, the minimum amount of tangible net worth, the minimum amount of interest coverage, the minimum amount of fixed charge coverage, the maximum amount of unsecured indebtedness, the minimum amount of unencumbered property interest coverage and certain investment limitations. The dividend restriction referred to above provides that, except to enable the Company to continue to qualify as a REIT under the Code, the Company will not during any four consecutive fiscal quarters make distributions with respect to common stock or other common equity interests in an aggregate amount in excess of 90 percent of funds from operations (as defined in the facility agreement) for such period, subject to certain other adjustments.

The lending group for the 2004 Unsecured Facility consists of: JPMorgan Chase Bank, N.A., as administrative agent; Bank of America, N.A., as syndication agent; The Bank of Nova Scotia, New York Agency, as documentation agent; Wachovia Bank, National Association, as documentation agent; Wells Fargo Bank, National Association, as documentation agent; SunTrust Bank, as senior managing agent; PNC Bank, National Association, as managing agent; Citicorp North America, Inc., as managing agent; US Bank National Association, as managing agent; Allied Irish Bank; Amsouth Bank; Bank of China, New York Branch; The Bank of New York; Chevy Chase Bank, F.S.B.; Deutsche Bank Trust Company Americas; Bank Hapoalim B.M.; Mizuho Corporate Bank, Ltd.; UFJ Bank Limited, New York Branch; Bank of Ireland; Comerica Bank; Chang HWA Commercial Bank, Ltd., New York Branch; First Commercial Bank, New York Agency; First Horizon Bank, A Division of First Tennessee Bank, N.A.; Bank of Taiwan; Chiao Tung Bank, Ltd.; Citizens Bank; Hua Nan Commercial Bank, New York Agency; and Taipei Bank, New York Agency.

2002 Unsecured Facility

On September 27, 2002, the Company obtained an unsecured revolving credit facility (the "2002 Unsecured Facility") with a borrowing capacity of \$600,000 from a group of 15 lenders. The interest rate on borrowings under the 2002 Unsecured Facility was LIBOR plus 70 basis points. The Company could have instead elected an interest rate representing the higher of the lender's prime rate or the Federal Funds rate plus 50 basis points. The 2002 Unsecured Facility also required a 20 basis point facility fee on the borrowing capacity payable quarterly in arrears.

26

Although the 2002 Unsecured Facility was scheduled to mature in September 2005, in conjunction with obtaining the 2004 Unsecured Facility, the Company drew funds on the new facility to repay in full and terminate the 2002 Unsecured Facility on November 23, 2004.

SUMMARY

As of June 30, 2005 and December 31, 2004, the Company had outstanding borrowings of \$163,000 and \$107,000, respectively, under the 2004 Unsecured Facility.

9. MORTGAGES, LOANS PAYABLE AND OTHER OBLIGATIONS

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

A summary of the Company's mortgages, loans payable and other obligations as of June 30, 2005 and December 31, 2004 is as follows:

Property Name	Lender	Effective Interest Rate (a)	Principal Balance at		Maturity
			June 30, 2005	December 31, 2004	
Mack-Cali Centre VI	Principal Life Insurance Co.	6.87%	\$ --	\$ 35,000	(b)
One River Centre	New York Life Ins. Co.	5.50%	--	45,490	(c)
Mack-Cali Bridgewater I	New York Life Ins. Co.	7.00%	23,000	23,000	09/10/05
Mack-Cali Woodbridge II	New York Life Ins. Co.	7.50%	17,500	17,500	09/10/05
Mack-Cali Short Hills	Prudential Insurance Co.	7.74%	22,327	22,789	10/01/05
500 West Putnam Avenue	New York Life Ins. Co.	6.52%	5,973	6,500	10/10/05
Harborside – Plaza 2 and 3	Northwestern/Principal	7.37%	147,102	149,473	01/01/06
Mack-Cali Airport	Allstate Life Insurance Co.	7.05%	9,750	9,852	04/01/07
Various	Prudential Insurance	4.84%	150,000	150,000	01/15/10 (d)
2200 Renaissance Boulevard	TIAA	5.89%	18,344	18,509	12/01/12
Soundview Plaza	TIAA	6.02%	18,624	18,816	01/01/13
Assumed obligations	various	4.85%	60,293	67,269	05/01/09 (e)
Total mortgages, loans payable and other obligations			\$472,913	\$564,198	

(a) Effective interest rate for mortgages, loans payable and other obligations reflects effective rate of debt, including deferred financing costs, comprised of the cost of terminated treasury lock agreements (if any), debt initiation costs and other transaction costs, as applicable.

- (b) On April 29, 2005, the Company repaid this mortgage loan at par, using borrowings under the 2004 Unsecured Facility.
- (c) On April 1, 2005, the Company repaid this mortgage loan at par, using borrowings under the 2004 Unsecured Facility.
- (d) Mortgage is collateralized by seven properties.
- (e) The obligations mature at various times between May 2006 and May 2009.

CASH PAID FOR INTEREST AND INTEREST CAPITALIZED

Cash paid for interest for the six months ended June 30, 2005 and 2004 was \$54,329 and \$55,685, respectively. Interest capitalized by the Company for the six months ended June 30, 2005 and 2004 was \$2,622 and \$1,844, respectively.

SUMMARY OF INDEBTEDNESS

As of June 30, 2005, the Company's total indebtedness of \$1,966,269 (weighted average interest rate of 6.14 percent) was comprised of \$163,000 of revolving credit facility borrowings (weighted average rate of 3.65 percent) and fixed rate debt and other obligations of \$1,803,269 (weighted average rate of 6.37 percent).

As of December 31, 2004, the Company's total indebtedness of \$1,702,300 (weighted average interest rate of 6.32 percent) was comprised of \$107,000 of revolving credit facility borrowings (weighted average rate of 2.77 percent) and fixed rate debt of \$1,595,300 (weighted average rate of 6.55 percent).

10. MINORITY INTERESTS

OPERATING PARTNERSHIP

Minority interests in the accompanying consolidated financial statements relate to (i) preferred units ("Preferred Units") and common units in the Operating Partnership, held by parties other than the Company, and (ii) interests in consolidated joint ventures for the portion of such properties not owned by the Company.

PREFERRED UNITS

The Operating Partnership has one class of outstanding Preferred Units, the Series C Preferred Units, and one class of Preferred Units, the Series B Preferred Units, which were converted on June 13, 2005, each of which are described as follows:

Series C

In connection with the Company's issuance of \$25,000 of Series C cumulative redeemable perpetual preferred stock, the Company acquired from the Operating Partnership \$25,000 of Series C Preferred Units (the "Series C Preferred Units"), which have terms essentially identical to the Series C preferred stock. See Note 14 – Stockholders' Equity – Preferred Stock.

Series B

The Series B Preferred Units had a stated value of \$1,000 per unit and were preferred as to assets over any class of common units or other class of preferred units of the Company, based on circumstances per the applicable unit certificates. The quarterly distribution on each Series B Preferred Unit was an amount equal to the greater of (i) \$16.875 (representing 6.75 percent of the Series B Preferred Unit stated value of an annualized basis) or (ii) the quarterly distribution attributable to a Series B Preferred Unit determined as if such unit had been converted into common units, subject to adjustment for customary anti-dilution rights.

On June 13, 2005, the Operating Partnership caused the mandatory conversion (the "Conversion") of all 215,018 outstanding Series B Preferred Units into 6,205,425.72 Common Units. Each Series B Preferred Unit was converted into whole and fractional Common Units equal to (x) the \$1,000 stated value, divided by (y) the conversion price of \$34.65. A description of the rights, preferences and privileges of the Common Units is set forth below.

COMMON UNITS

Certain individuals and entities own common units in the Operating Partnership. A common unit and a share of common stock of the Company have substantially the same economic characteristics in as much as they effectively share equally in the net income or loss of the Operating Partnership. Common units are redeemable by the common unitholders at their option, subject to certain restrictions, on the basis of one common unit for either one share of common stock or cash equal to the fair market value of a share at the time of the redemption. The Company has the option to deliver shares of common stock in exchange for all or any portion of the cash requested. The common unitholders may not put the units for cash to the Company or the Operating Partnership. When a unitholder redeems a common unit, minority interest in the Operating Partnership is reduced and the Company's investment in the Operating Partnership is increased.

UNIT TRANSACTIONS

The following table sets forth the changes in minority interest which relate to the Series B Preferred Units and common units in the Operating Partnership for the six months ended June 30, 2005:

Series B Preferred	Common	Series B Preferred	Common
-----------------------	--------	-----------------------	--------

	Units	Units	Unitholders	Unitholders	Total
Balance at January 1, 2005	215,018	7,616,447	\$220,547	\$196,308	\$416,855
Net income	--	--	3,909	10,926	14,835
Distributions	--	--	(3,909)	(13,505)	(17,414)
Conversion of Preferred Units					
into common units	(215,018)	6,205,426	(220,547)	220,547	--
Redemption of common units for shares of Common Stock	--	(55,947)	--	(1,439)	(1,439)
Issuance of common units	--	63,328	--	2,786	2,786
Balance at June 30, 2005	--	13,829,254	--	\$415,623	\$415,623

MINORITY INTEREST OWNERSHIP

As of June 30, 2005 and December 31, 2004, the minority interest common unitholders owned 18.3 percent and 11.1 percent (18.5 percent including the effect of the conversion of Series B Preferred Units into common units at December 31, 2004) of the Operating Partnership, respectively.

CONSOLIDATED JOINT VENTURES

On November 23, 2004, the Company acquired a 62.5 percent interest in One River Centre, a three-building 457,472 square-foot office complex located in Middletown, New Jersey, through the Company's conversion of its note receivable into a controlling equity interest. Minority interests: Consolidated joint ventures as of December 31, 2004 consisted of the 37.5 percent non-controlling interest owned by the third party. In March 2005, the Company acquired the remaining 37.5 percent non-controlling interest in One River Centre for \$10,499, comprised of \$7,713 in cash and the issuance of 63,328 common units in the Operating Partnership.

11. EMPLOYEE BENEFIT 401(k) PLAN

All employees of the Company who meet certain minimum age and period of service requirements are eligible to participate in a 401(k) defined contribution plan (the "401(k) Plan"). The 401(k) Plan allows eligible employees to defer up to 15 percent of their annual compensation, subject to certain limitations imposed by federal law. The amounts contributed by employees are immediately vested and non-forfeitable. The Company, at management's discretion, may match employee contributions and/or make discretionary contributions. Total expense recognized by the Company for the three months ended June 30, 2005 and 2004 was \$100 and \$100, respectively, and for the six months ended June 30, 2005 and 2004 was \$200 and \$200, respectively.

12. COMMITMENTS AND CONTINGENCIES

TAX ABATEMENT AGREEMENTS

Pursuant to agreements with the City of Jersey City, New Jersey, the Company is required to make payments in lieu of property taxes ("PILOT") on certain of its properties located in Jersey City, as follows:

The Harborside Plaza 5 agreement, as amended, which commenced in 2002 upon substantial completion of the property, as defined, is for a term of 20 years. The PILOT is equal to two percent of Total Project Costs. Total Project Costs, as defined are \$159,625. The PILOT totaled \$798 and \$798 for the three months ended June 30, 2005 and 2004, respectively, and \$1,596 and \$1,596 for the six months ended June 30, 2005 and 2004, respectively.

29

The Harborside Plaza 4-A agreement, which commenced in 2000, is for a term of 20 years. The PILOT is equal to two percent of Total Project costs, as defined, and increases by 10 percent in years 7, 10 and 13 and by 50 percent in year 16. Total Project costs, as defined, are \$45,497. The PILOT totaled \$227 and \$227 for the three months ended June 30, 2005 and 2004, respectively, and \$455 and \$455 for the six months ended June 30, 2005 and 2004, respectively.

The 101 Hudson Street agreement commenced in 1991 for a term of 15 years and expires in 2006. The PILOT currently provides for the payment of a minimum annual service charge of approximately \$4,193, subject to certain adjustments as provided in the PILOT agreement. The PILOT totaled \$1,048 for the three months ended June 30, 2005, and \$1,421 for the period of time during the six months ended June 30, 2005 for which the Company owned the property.

The Harborside Plaza 2 and 3 agreement, commenced in 1990 and expires August 31, 2005. Such PILOT is equal to two percent of Total Project Costs, as defined, in year one and increases by \$75 per annum through year 15. Total Project Costs, as defined, are \$145,644. The PILOT totaled \$991 and \$972 for the three months ended June 30, 2005 and 2004, respectively, and \$1,981 and \$1,944 for the six months ended June 30, 2005 and 2004, respectively.

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

LITIGATION

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

financial condition taken as whole.

GROUND LEASE AGREEMENTS

Future minimum rental payments under the terms of all non-cancelable ground leases under which the Company is the lessee, as of June 30, 2005, are as follows:

Year	Amount
2005	\$ 265
2006	530
2007	528
2008	507
2009	510
2010 through 2080	20,142
Total	\$22,482

Ground lease expense incurred by the Company during the three months ended June 30, 2005 and 2004 amounted to \$141 and \$42, respectively, and was \$283 and \$300 for the six months ended June 30, 2005 and 2004, respectively.

OTHER

The Company may not dispose of or distribute certain of its properties, currently comprising 59 properties with an aggregate net book value of approximately \$1,450,182, which were originally contributed by members of either the Mack Group (which includes William L. Mack, Chairman of the Company's Board of Directors; David S. Mack, director; Earle I. Mack, a former director; and Mitchell E. Hersh, president, chief executive officer and director), the Robert Martin Group (which includes Martin S. Berger, director; Robert F. Weinberg, a former director; and Timothy M. Jones, former president), the Cali Group (which includes John R. Cali, director and John J. Cali, a former director) or certain other common unitholders without the express written consent of a representative of the Mack Group, the Robert Martin Group, the Cali Group or the specific certain other common unitholders, as applicable, except in a manner which does not result in recognition of any built-in-gain (which may result in an income tax liability) or which reimburses the appropriate Mack Group, Robert Martin Group, Cali Group members or the specific certain other common unitholders for the tax consequences of the recognition of such built-in-gains

(collectively, the "Property Lock-Ups"). The aforementioned restrictions do not apply in the event that the Company sells all of its properties or in connection with a sale transaction which the Company's Board of Directors determines is reasonably necessary to satisfy a material monetary default on any unsecured debt, judgment or liability of the Company or to cure any material monetary default on any mortgage secured by a property. The Property Lock-Ups expire periodically through 2010. Upon the expiration of the Property Lock-Ups, the Company is required to use commercially reasonable efforts to prevent any sale, transfer or other disposition of the subject properties from resulting in the recognition of built-in gain to the appropriate Mack Group, Robert Martin Group, Cali Group members or the specific certain other common unitholders.

13. TENANT LEASES

The Properties are leased to tenants under operating leases with various expiration dates through 2021. Substantially all of the leases provide for annual base rents plus recoveries and escalation charges based upon the tenant's proportionate share of and/or increases in real estate taxes and certain operating costs, as defined, and the pass-through of charges for electrical usage.

Future minimum rentals to be received under non-cancelable operating leases at June 30, 2005 are as follows:

Year	Amount
July 1 through December 31, 2005	\$ 253,988
2006	502,213
2007	458,415
2008	402,695
2009	353,698
2010 and thereafter	1,143,842
Total	\$3,114,851

14. STOCKHOLDERS' EQUITY

To maintain its qualification as a REIT, not more than 50 percent in value of the outstanding shares of the Company may be owned, directly or indirectly, by five or fewer individuals at any time during the last half of any taxable year of the Company, other than its initial taxable year (defined to include certain entities), applying certain constructive ownership rules. To help ensure that the Company will not fail this test, the Company's Articles of Incorporation provide for, among other things, certain restrictions on the transfer of common stock to prevent further concentration of stock ownership. Moreover, to evidence compliance with these requirements, the Company must maintain records that disclose the actual ownership of its outstanding common stock and demands

written statements each year from the holders of record of designated percentages of its common stock requesting the disclosure of the beneficial owners of such common stock.

PREFERRED STOCK

On March 14, 2003, in a publicly registered transaction with a single institutional buyer, the Company completed the sale and issuance of 10,000 shares of eight-percent Series C cumulative redeemable perpetual preferred stock ("Series C Preferred Stock") in the form of 1,000,000 depository shares (\$25 stated value per depository share). Each depository share represents 1/100th of a share of Series C Preferred Stock. The Company received net proceeds of approximately \$24,836 from the sale.

The Series C Preferred Stock has preference rights with respect to liquidation and distributions over the common stock. Holders of the Series C Preferred Stock, except under certain limited conditions, will not be entitled to vote on any matters. In the event of a cumulative arrearage equal to six quarterly dividends, holders of the Series C Preferred Stock will have the right to elect two additional members to serve on the Company's Board of Directors until dividends have been paid in full. At June 30, 2005, there were no dividends in arrears. The Company may issue unlimited additional preferred stock ranking on a parity with the Series C Preferred Stock but may not issue

31

any preferred stock senior to the Series C Preferred Stock without the consent of two-thirds of its holders. The Series C Preferred Stock is essentially on an equivalent basis in priority with the Preferred Units.

Except under certain conditions relating to the Company's qualification as a REIT, the Series C Preferred Stock is not redeemable prior to March 14, 2008. On and after such date, the Series C Preferred Stock will be redeemable at the option of the Company, in whole or in part, at \$25 per depository share, plus accrued and unpaid dividends.

SHARE REPURCHASE PROGRAM

On September 13, 2000, the Board of Directors authorized an increase to the Company's repurchase program under which the Company was permitted to purchase up to an additional \$150,000 of the Company's outstanding common stock ("Repurchase Program"). From that date through its last purchases on January 10, 2003, the Company purchased and retired, under the Repurchase Program, 3,746,400 shares of its outstanding common stock for an aggregate cost of approximately \$104,512. The Company has a remaining authorization to repurchase up to an additional \$45,488 of its outstanding common stock, which it may repurchase from time to time in open market transactions at prevailing prices or through privately negotiated transactions.

STOCK OPTION PLANS

In May 2004, the Company established the 2004 Incentive Stock Plan under which a total of 2,500,000 shares have been reserved for issuance. No options have been granted through June 30, 2005 under this plan. In September 2000, the Company established the 2000 Employee Stock Option Plan ("2000 Employee Plan") and the 2000 Director Stock Option Plan ("2000 Director Plan"). In May 2002, shareholders of the Company approved amendments to both plans to increase the total shares reserved for issuance under both of the 2000 plans from 2,700,000 to 4,350,000 shares of the Company's common stock (from 2,500,000 to 4,000,000 shares under the 2000 Employee Plan and from 200,000 to 350,000 shares under the 2000 Director Plan). In 1994, and as subsequently amended, the Company established the Mack-Cali Employee Stock Option Plan ("Employee Plan") and the Mack-Cali Director Stock Option Plan ("Director Plan") under which a total of 5,380,188 shares (subject to adjustment) of the Company's common stock have been reserved for issuance (4,980,188 shares under the Employee Plan and 400,000 shares under the Director Plan). Stock options granted under the Employee Plan in 1994 and 1995 became exercisable over a three-year period. Stock options granted under the 2000 Employee Plan and those options granted subsequent to 1995 under the Employee Plan become exercisable over a five-year period. All stock options granted under both the 2000 Director Plan and Director Plan become exercisable in one year. All options were granted at the fair market value at the dates of grant and have terms of ten years. As of June 30, 2005 and December 31, 2004, the stock options outstanding had a weighted average remaining contractual life of approximately 6.2 and 6.5 years, respectively.

Information regarding the Company's stock option plans for the six months ended June 30, 2005 is summarized below:

	Shares Under Options	Weighted Average Exercise Price
Outstanding at January 1, 2005	1,703,631	\$29.31
Granted	--	--
Exercised	(492,736)	\$28.70
Lapsed or canceled	(27,040)	\$28.59
Outstanding at June 30, 2005	1,183,855	\$29.58
Options exercisable at June 30, 2005	566,595	\$30.66
Available for grant at June 30, 2005	4,633,558	--

The Company recognized stock options expense of \$35 and \$285 for the three months ended June 30, 2005 and 2004, respectively, and \$71 and \$334 for the six months ended June 30, 2005 and 2004, respectively.

32

STOCK COMPENSATION

The Company has granted stock awards to officers, certain other employees, and non-employee members of the

Board of Directors of the Company, which allow the holders to each receive a certain amount of shares of the Company's common stock generally over a one to five-year vesting period. Certain Restricted Stock Awards are contingent upon the Company meeting certain performance and/or stock price appreciation objectives. All Restricted Stock Awards provided to the officers and certain other employees were granted under the 2000 Employee Plan and the Employee Plan. Restricted Stock Awards granted to directors were granted under the 2000 Director Plan.

Information regarding the Restricted Stock Awards for the six months ended June 30, 2005 is summarized below:

	Shares
Outstanding at January 1, 2005	198,703
Granted	113,500
Vested	(70,459)
Cancelled	(1,000)
Outstanding at June 30, 2005	240,744

DEFERRED STOCK COMPENSATION PLAN FOR DIRECTORS

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

During the six months ended June 30, 2005 and 2004, 3,388 and 3,128 deferred stock units were earned, respectively. As of June 30, 2005 and December 31, 2004, there were 32,690 and 29,222 director stock units outstanding, respectively.

EARNINGS PER SHARE

Basic EPS excludes dilution and is computed by dividing net income available to common shareholders by the weighted average number of shares outstanding for the period. Diluted EPS reflects the potential dilution that could occur if securities or other contracts to issue common stock were exercised or converted into common stock.

The following information presents the Company's results for the three months ended June 30, 2005 and 2004 in accordance with FASB No. 128:

Computation of Basic EPS	Three Months Ended June 30,	
	2005	2004
Income from continuing operations	\$25,711	\$24,497
Deduct: Preferred stock dividends	(500)	(500)
Income from continuing operations available to common shareholders	25,211	23,997
Income from discontinued operations	10,829	(8,244)
Net income available to common shareholders	\$36,040	\$15,753
Weighted average common shares	61,393	60,388
Basic EPS:		
Income from continuing operations	\$ 0.41	\$ 0.40
Income from discontinued operations	0.18	(0.14)
Net income available to common shareholders	\$ 0.59	\$ 0.26

Computation of Diluted EPS	Three Months Ended June 30,	
	2005	2004
Income from continuing operations available to common shareholders	\$25,211	\$23,997
Add: Income from continuing operations attributable to Operating Partnership – common units	5,686	3,096
Income from continuing operations for diluted earnings per share	30,897	27,093
Income from discontinued operations for diluted earnings per share	13,272	(9,309)
Net income available to common shareholders	\$44,169	\$17,784

Weighted average common shares	75,649	68,620
Diluted EPS:		
Income from continuing operations	\$ 0.41	\$ 0.39
Income from discontinued operations	0.17	(0.13)
Net income available to common shareholders	\$ 0.58	\$ 0.26

The following information presents the Company's results for the six months ended June 30, 2005 and 2004 in accordance with FASB No. 128:

Computation of Basic EPS	Six Months Ended June 30,	
	2005	2004
Income from continuing operations	\$48,154	\$48,946
Deduct: Preferred stock dividends	(1,000)	(1,000)
Income from continuing operations available to common shareholders	47,154	47,946
Income from discontinued operations	11,329	(5,870)
Net income available to common shareholders	\$58,483	\$42,076
Weighted average common shares	61,289	60,094
Basic EPS:		
Income from continuing operations	\$ 0.77	\$ 0.80
Income from discontinued operations	0.18	(0.10)
Net income available to common shareholders	\$ 0.95	\$ 0.70

34

Computation of Diluted EPS	Six Months Ended June 30,	
	2005	2004
Income from continuing operations available to common shareholders	\$47,154	\$47,946
Add: Income from continuing operations attributable to Operating Partnership – common units	8,769	6,218
Income from continuing operations for diluted earnings per share	55,923	54,164
Income from discontinued operations for diluted earnings per share	12,982	(6,627)
Net income available to common shareholders	\$68,905	\$47,537
Weighted average common shares	72,478	68,448
Diluted EPS:		
Income from continuing operations	\$ 0.77	\$ 0.79
Income from discontinued operations	0.18	(0.10)
Net income available to common shareholders	\$ 0.95	\$ 0.69

The following schedule reconciles the shares used in the basic EPS calculation to the shares used in the diluted EPS calculation:

	Three Months Ended June 30,		Six Months Ended June 30,	
	2005	2004	2005	2004
Basic EPS shares	61,393	60,388	61,289	60,094
Add: Operating Partnership – common units	13,847	7,789	10,752	7,792
Stock options	409	442	437	551
Stock Warrants	--	1	--	11

Not included in the computations of diluted EPS were 0 and 5,000 stock options and 0 and 6,205,426 Series B Preferred Units on an as converted basis into Common Units, as such securities were anti-dilutive during the three months ended June 30, 2005 and 2004, respectively. Also excluded from diluted EPU computations were 0 and 4,615 stock options and 3,085,570 and 6,205,426 Series B Preferred Units, on an as converted basis into common units, as such securities were anti-dilutive during the six months ended June 30, 2005 and 2004, respectively. Unvested restricted stock outstanding as of June 30, 2005 and 2004 were 240,744 and 187,703, respectively.

15. SEGMENT REPORTING

The Company operates in one business segment - real estate. The Company provides leasing, management, acquisition, development, construction and tenant-related services for its portfolio. The Company does not have any foreign operations. The accounting policies of the segments are the same as those described in Note 2 – Significant Accounting Policies, excluding straight-line rent adjustments, rent adjustments on above/below market leases, and depreciation and amortization.

The Company evaluates performance based upon net operating income from the combined properties in the segment.

35

Selected results of operations for the three and six month periods ended June 30, 2005 and 2004 and selected asset information as of June 30, 2005 and December 31, 2004 regarding the Company's operating segment are as follows:

	Total Segment	Corporate & Other (e)	Total Company	
Total contract revenues (a):				
Three months ended:				
June 30,2005	\$ 158,662	\$ 482	\$ 159,144	(f)
June 30,2004	138,601	436	139,037	(g)
Six months ended:				
June 30,2005	\$ 308,143	\$ 629	\$ 308,772	(h)
June 30,2004	274,089	1,867	275,956	(i)
Total operating and interest (b):				
Three months ended:				
June 30,2005	\$ 55,190	\$ 38,889	\$ 94,079	(j)
June 30,2004	43,943	36,109	80,052	(k)
Six months ended:				
June 30,2005	\$ 107,481	\$ 74,803	\$ 182,284	(l)
June 30,2004	88,610	70,883	159,493	(m)
Equity in earnings of unconsolidated joint ventures (net of minority interest):				
Three months ended:				
June 30,2005	\$ 442	\$ --	\$ 442	
June 30,2004	965	--	965	
Six months ended:				
June 30,2005	\$ 165	\$ --	\$ 165	
June 30,2004	1,122	--	1,122	
Net operating income (c):				
Three months ended:				
June 30,2005	\$ 103,914	\$(38,407)	\$ 65,507	(f) (j)
June 30,2004	95,623	(35,673)	59,950	(g) (k)
Six months ended:				
June 30,2005	\$ 200,827	\$(74,174)	\$ 126,653	(h) (l)
June 30,2004	186,601	(69,016)	117,585	(i) (m)
Total assets:				
June 30,2005	\$4,079,937	\$ 41,279	\$4,121,216	
December 31, 2004	3,809,320	40,845	3,850,165	
Total long-lived assets (d):				
June 30,2005	\$3,900,166	\$ 3,365	\$3,903,531	
December 31, 2004	3,663,618	4,176	3,667,794	

(a) Total contract revenues represent all revenues during the period (including the Company's share of net income from unconsolidated joint ventures), excluding adjustments for straight-lining of rents, the Company's share of straight-line rent adjustments from unconsolidated joint ventures and rent adjustments on above/below market leases.

(b) Total operating and interest expenses represent the sum of real estate taxes, utilities, operating services, general and administrative and interest expense. All interest expense (including for property-level mortgages) is excluded from segment amounts and classified in Corporate & Other for all periods.

- (c) Net operating income represents total contract revenues [as defined in Note (a)] less total operating and interest expenses [as defined in Note (b)] for the period.

36

- (d) Long-lived assets are comprised of total rental property, unbilled rents receivable and investments in unconsolidated joint ventures.
- (e) Corporate & Other represents all corporate-level items (including interest and other investment income, interest expense and non-property general and administrative expense) as well as intercompany eliminations necessary to reconcile to consolidated Company totals.
- (f) Excludes \$3,302 of adjustments for straight-lining of rents, \$977 for rent adjustments on above/below market leases, and \$43 for the Company's share of straight-line rent adjustments from unconsolidated joint ventures.
- (g) Excludes \$2,415 of adjustments for straight-lining of rents, \$434 for rent adjustments on above/below market leases, and \$146 for the Company's share of straight-line rent adjustments from unconsolidated joint ventures.
- (h) Excludes \$6,520 of adjustments for straight-lining of rents, \$1,533 for rent adjustments on above/below market leases, and \$90 for the Company's share of straight-line rent adjustments from unconsolidated joint ventures.
- (i) Excludes \$5,079 of adjustments for straight-lining of rents, \$446 for rent adjustments on above/below market leases, and \$289 for the Company's share of straight-line rent adjustments from unconsolidated joint ventures.
- (j) Excludes \$38,532 of depreciation and amortization
- (k) Excludes \$31,568 of depreciation and amortization.
- (l) Excludes \$74,339 of depreciation and amortization.
- (m) Excludes \$61,282 of depreciation and amortization.

37

16. IMPACT OF RECENTLY-ISSUED ACCOUNTING STANDARDS

SFAS No. 123 (revised 2004), Share-Based Payment

In October 2004, the FASB issued SFAS No. 123R (revised 2004), "*Share-Based Payment*" ("SFAS 123R"). SFAS 123R requires companies to categorize share-based payments as either liability or equity awards. For liability awards, companies will remeasure the award at fair value at each balance sheet date until the award is settled. Equity classified awards are measured at the grant-date fair value and are not remeasured. SFAS 123R will be effective for annual periods beginning after June 15, 2005. Awards issued, modified, or settled after the effective date will be measured and recorded in accordance with SFAS 123R. The Company believes that the implementation of this standard will not have a material effect on the Company's consolidated financial position or results of operations.

SFAS No. 153, Accounting for Non-monetary Transactions

In December 2004, the FASB issued SFAS No. 153, "*Accounting for Non-monetary Transactions*" ("SFAS 153"). SFAS 153 requires non-monetary exchanges to be accounted for at fair value, recognizing any gain or loss, if the transactions meet a commercial-substance criterion and fair value is determinable. SFAS No. 153 is effective for non-monetary transactions occurring in fiscal years beginning after June 15, 2005. The Company believes that the implementation of this standard will not have a material effect on the Company's consolidated financial position or results of operations.

38

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

GENERAL

The following discussion should be read in conjunction with the Consolidated Financial Statements of Mack-Cali Realty Corporation and the notes thereto (collectively, the "Financial Statements"). Certain defined terms used herein have the meaning ascribed to them in the Financial Statements.

Executive Overview

Mack-Cali Realty Corporation (the "Company") is one of the largest real estate investment trusts (REITs) in the United States, with a total market capitalization of approximately \$5.4 billion at June 30, 2005. The Company has been involved in all aspects of commercial real estate development, management and ownership for over 50 years and has been a publicly-traded REIT since 1994. The Company owns or has interests in 267 properties (collectively, the "Properties"), primarily class A office and office/flex buildings, totaling approximately 29.9 million square feet, leased to approximately 2,100 tenants. The properties are located primarily in suburban markets of the Northeast, some with adjacent, Company-controlled developable land sites able to accommodate up to 8.5 million square feet of additional commercial space.

The Company's strategy is to be a significant real estate owner and operator in its core, high-barriers-to-entry markets, primarily in the Northeast.

As an owner of real estate, almost all of the Company's earnings and cash flow is derived from rental revenue received pursuant to leased space at the Properties. Key factors that affect the Company's business and financial results include the following:

- the general economic climate;
- the occupancy rates of the Properties;
- rental rates on new or renewed leases;
- tenant improvement and leasing costs incurred to obtain and retain tenants;
- the extent of early lease terminations;
- operating expenses;
- cost of capital; and
- the extent of acquisitions, development and sales of real estate.

Any negative effects of the above key factors could potentially cause a deterioration in the Company's revenue and/or earnings. Such negative effects could include: (1) failure to renew or execute new leases as current leases expire; (2) failure to renew or execute new leases with rental terms at or above the terms of in-place leases; and (3) tenant defaults.

A failure to renew or execute new leases as current leases expire or to execute new leases with rental terms at or above the terms of in-place leases may be affected by several factors such as: (1) the local economic climate, which may be adversely impacted by business layoffs or downsizing, industry slowdowns, changing demographics and other factors; and (2) local real estate conditions, such as oversupply of office and office/flex space or competition within the market.

As a result of the economic climate since 2001, substantially all of the real estate markets the Company operates in materially softened. Demand for office space declined significantly and vacancy rates increased in each of the Company's core markets over the period. Through August 1, 2005, the Company's core markets continued to be weak. The percentage leased in the Company's consolidated portfolio of stabilized operating properties decreased to 90.0 percent at June 30, 2005 as compared to 91.1 percent at March 31, 2005 and 91.2 percent at December 31, 2004. Percentage leased includes all leases in effect as of the period end date, some of which have commencement dates in the future, and leases that expire at the period end date. Excluded from percentage leased at December 31, 2004 was a non-strategic, non-core 318,224 square foot property acquired through a deed in lieu of foreclosure,

which was 12.7 percent leased at December 31, 2004 and subsequently sold on February 4, 2005. Leases that expired as of June 30, 2005, March 31, 2005 and December 31, 2004 aggregate 243,492, 117,183 and 439,697 square feet, respectively, or 0.8, 0.4 and 1.5 percentage of the net rentable square footage, respectively. Market rental rates have declined in most markets from peak levels in late 2000 and early 2001. Rental rates on the Company's space that was re-leased (based on first rents payable) during the three months ended June 30, 2005 decreased an average of 18.5 percent compared to rates that were in effect under the prior leases, as compared to a 7.9 percent decrease for the same period in 2004. The Company believes that vacancy rates may continue to increase in most of its markets in 2005. As a result, the Company's future earnings and cash flow may continue to be negatively impacted by current market conditions.

The remaining portion of this Management's Discussion and Analysis of Financial Condition and Results of Operations should help the reader understand:

- property transactions during the period;
- critical accounting policies and estimates;
- results of operations for the current quarter as compared to the same period last year;
- results of operations for the three and six month periods ended June 30, 2005, as compared to the same periods last year; and
- liquidity and capital resources.

Property Transactions in 2005

Property Acquisitions

The Company acquired the following office properties during the six months ended June 30, 2005:

Acquisition Date	Property/Address	Location	# of Bldgs.	Rentable Square Feet	Acquisition Cost (a) <i>(in thousands)</i>
03/02/05	101 Hudson Street (b)	Jersey City, Hudson County, NJ	1	1,246,283	\$330,342
03/29/05	23 Main Street (b) (c)	Holmdel, Monmouth County, NJ	1	350,000	23,947
Total Property Acquisitions:			2	1,596,283	\$354,289

(a) Amounts are as of June 30, 2005.

- (b) Transaction was funded primarily through borrowing on the Company's revolving credit facility.
- (c) In addition to its initial investment, the Company presently intends to make additional investments related to the property of approximately \$11,702.

Property Sales

The Company sold the following office properties during the six months ended June 30, 2005:

Sale Date	Property/Address	Location	# of Bldgs.	Rentable Square Feet	Net Sales Proceeds (in thousands)	Net Book Value (in thousands)	Realized Gain/ (Loss) (in thousands)
02/04/05	210 South 16th Street	Omaha, Douglas County, Nebraska	1	318,224	\$ 8,464	\$ 8,210	\$ 254
02/11/05	1122 Alma Road	Richardson, Dallas County, Texas	1	82,576	2,075	2,344	(269)
02/15/05	3 Skyline Drive	Hawthorne, Westchester County, New York	1	75,668	9,587	8,856	731
05/11/05	201 Willowbrook Blvd.	Wayne, Passaic County, New Jersey (a)	1	178,329	17,696	17,705	(9)
06/03/05	600 Community Drive/ 111 East Shore Road	North Hempstead, Nassau County, New York	2	292,849	71,593	59,609	11,984
Total Office Property Sales:			6	947,646	\$109,415	\$96,724	\$12,691

- (a) In connection with the sale, the Company provided a mortgage loan to the buyer of \$12,000 which bears interest at 5.74 percent, matures in five years with a five year renewal option, and requires monthly payments of principal and interest.

Subsequent Events

On July 12, 2005, the Company acquired Monmouth Executive Center, a four-building, 236,338 square-foot class A office complex in Freehold, New Jersey, for approximately \$33 million.

Critical Accounting Policies and Estimates

The Financial Statements have been prepared in conformity with generally accepted accounting principles. The preparation of the Financial Statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the Financial Statements, and the reported amounts of revenues and expenses during the reported period. These estimates and assumptions are based on management's historical experience that are believed to be reasonable at the time. However, because future events and their effects cannot be determined with certainty, the determination of estimates requires the exercise of judgment. The Company's critical accounting policies are those which require assumptions to be made about matters that are highly uncertain. Different estimates could have a material effect on the Company's financial results. Judgments and uncertainties affecting the application of these policies and estimates may result in materially different amounts being reported under different conditions and circumstances.

Rental Property:

Rental properties are stated at cost less accumulated depreciation and amortization. Costs directly related to the acquisition, development and construction of rental properties are capitalized. Capitalized development and construction costs include pre-construction costs essential to the development of the property, development and construction costs, interest, property taxes, insurance, salaries and other project costs incurred during the period of development. Interest capitalized by the Company for the three months ended June 30, 2005 and 2004 was \$1.4 million and \$0.9 million, respectively, and \$2.6 million and \$1.8 million for the six months ended June 30, 2005 and 2004, respectively. Ordinary repairs and maintenance are expensed as incurred; major replacements and betterments, which improve or extend the life of the asset, are capitalized and depreciated over their estimated useful lives. Fully-depreciated assets are removed from the accounts.

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

Properties are depreciated using the straight-line method over the estimated useful lives of the assets. The estimated useful lives are as follows:

Leasehold interests	Remaining lease term
Buildings and improvements	5 to 40 years
Tenant improvements	The shorter of the term of the related lease or useful life
Furniture, fixtures and equipment	5 to 10 years

Upon acquisition of rental property, the Company estimates the fair value of acquired tangible assets, consisting of land, building and improvements, and identified intangible assets and liabilities generally consisting of the fair value of (i) above and below market leases, (ii) in-place leases and (iii) tenant relationships. The Company allocates the purchase price to the assets acquired and liabilities assumed based on their relative fair values. In

estimating the fair value of the tangible and intangible assets acquired, the Company considers information obtained about each property as a result of its due diligence and marketing and leasing activities, and utilizes various valuation methods, such as estimated cash flow projections utilizing appropriate discount and capitalization rates, estimates of replacement costs net of depreciation, and available market information. The fair value of the tangible assets of an acquired property considers the value of the property as if it were vacant.

Above-market and below-market lease values for acquired properties are recorded based on the present value (using a discount rate which reflects the risks associated with the leases acquired) of the difference between (i) the contractual amounts to be paid pursuant to each in-place lease and (ii) management's estimate of fair market lease rates for each corresponding in-place lease, measured over a period equal to the remaining term of the lease for above-market leases and the initial term plus the term of any below-market fixed rate renewal options for below-market leases. The capitalized above-market lease values are amortized as a reduction of base rental revenue over the remaining term of the respective leases, and the capitalized below-market lease values are amortized as an increase to base rental revenue over the remaining initial terms plus the terms of any below-market fixed rate renewal options of the respective leases.

Other intangible assets acquired include amounts for in-place lease values and tenant relationship values which are based on management's evaluation of the specific characteristics of each tenant's lease and the Company's overall relationship with the respective tenant. Factors to be considered by management in its analysis of in-place lease values include an estimate of carrying costs during hypothetical expected lease-up periods considering current market conditions, and costs to execute similar leases. In estimating carrying costs, management includes real estate taxes, insurance and other operating expenses and estimates of lost rentals at market rates during the expected lease-up periods, depending on local market conditions. In estimating costs to execute similar leases, management considers leasing commissions, legal and other related expenses. Characteristics considered by management in valuing tenant relationships include the nature and extent of the Company's existing business relationships with the tenant, growth prospects for developing new business with the tenant, the tenant's credit quality and expectations of lease renewals. The value of in-place leases are amortized to expense over the remaining initial terms of the respective leases. The value of tenant relationship intangibles will be amortized to expense over the anticipated life of the relationships.

On a periodic basis, management assesses whether there are any indicators that the value of the Company's rental properties may be impaired. A property's value is impaired only if management's estimate of the aggregate future cash flows (undiscounted and without interest charges) to be generated by the property is less than the carrying value of the property. To the extent impairment has occurred, the loss shall be measured as the excess of the carrying amount of the property over the fair value of the property. The Company's estimates of aggregate future cash flows expected to be generated by each property are based on a number of assumptions that are subject to economic and market uncertainties including, among others, demand for space, competition for tenants, changes in market rental rates, and costs to operate each property. As these factors are difficult to predict and are subject to future events that may alter management's assumptions, the future cash flows estimated by management in its impairment analyses may not be achieved. Management does not believe that the value of any of the Company's rental properties is impaired.

Rental Property Held for Sale and Discontinued Operations:

When assets are identified by management as held for sale, the Company discontinues depreciating the assets and estimates the sales price, net of selling costs, of such assets. If, in management's opinion, the net sales price of the assets which have been identified as held for sale is less than the net book value of the assets, a valuation allowance is established. Properties identified as held for sale and/or sold are presented in discontinued operations for all periods presented.

If circumstances arise that previously were considered unlikely and, as a result, the Company decides not to sell a property previously classified as held for sale, the property is reclassified as held and used. A property that is reclassified is measured and recorded individually at the lower of (a) its carrying amount before the property was classified as held for sale, adjusted for any depreciation (amortization) expense that would have been recognized had the property been continuously classified as held and used, or (b) the fair value at the date of the subsequent decision not to sell.

Revenue Recognition:

Base rental revenue is recognized on a straight-line basis over the terms of the respective leases. Unbilled rents receivable represents the amount by which straight-line rental revenue exceeds rents currently billed in accordance with the lease agreements. Above-market and below-market lease values for acquired properties are recorded based on the present value (using a discount rate which reflects the risks associated with the leases acquired) of the difference between (i) the contractual amounts to be paid pursuant to each in-place lease and (ii) management's

estimate of fair market lease rates for each corresponding in-place lease, measured over a period equal to the remaining term of the lease for above-market leases and the initial term plus the term of any below-market fixed rate renewal options for below-market leases. The capitalized above-market lease values are amortized as a reduction of base rental revenue over the remaining term of the respective leases, and the capitalized below-market lease values are amortized as an increase to base rental revenue over the remaining initial terms plus the terms of any below-market fixed rate renewal options of the respective leases. Parking and other revenue includes income from parking spaces leased to tenants, income from tenants for additional services provided by the Company, income from tenants for early lease terminations and income from managing and/or leasing properties for third parties. Escalations and recoveries are received from tenants for certain costs as provided in the lease

agreements. These costs generally include real estate taxes, utilities, insurance, common area maintenance and other recoverable costs.

Allowance for Doubtful Accounts:

Management periodically performs a detailed review of amounts due from tenants to determine if accounts receivable balances are impaired based on factors affecting the collectibility of those balances. Management's estimate of the allowance for doubtful accounts requires management to exercise significant judgment about the timing, frequency and severity of collection losses, which affects the allowance and net income.

Results From Operations

The following comparisons for the three and six months ended June 30, 2005 ("2005"), as compared to the three and six months ended June 30, 2004 ("2004"), make reference to the following: (i) the effect of the "Same-Store Properties," which represents all in-service properties owned by the Company at March 31, 2004 (for the three-month period comparisons), and which represents all in-service properties owned by the Company at December 31, 2003 (for the six-month period comparisons), excluding properties sold or held for sale through June 30, 2005, and (ii) the effect of the "Acquired Properties," which represents all properties acquired by the Company or commencing initial operations from April 1, 2004 through June 30, 2005, (for the three-month period comparisons), and which represents all properties acquired by the Company or commencing initial operations from January 1, 2004 through June 30, 2005 (for the six-month period comparisons).

Three Months Ended June 30, 2005 Compared to Three Months Ended June 30, 2004

<i>(dollars in thousands)</i>	Three Months Ended June 30,		Dollar Change	Percent Change
	2005	2004		
Revenue from rental operations:				
Base rents	\$137,171	\$123,730	\$13,441	10.9%
Escalations and recoveries from tenants	20,730	15,822	4,908	31.0
Parking and other	5,565	2,480	3,085	124.4
Total revenues	163,466	142,032	21,434	15.1
Property expenses:				
Real estate taxes	20,474	16,565	3,909	23.6
Utilities	12,413	9,490	2,923	30.8
Operating services	22,602	19,020	3,582	18.8
Sub-total	55,489	45,075	10,414	23.1
General and administrative	8,347	8,685	(338)	(3.9)
Depreciation and amortization	38,532	31,568	6,964	22.1
Interest expense	30,363	26,512	3,851	14.5
Interest income	(120)	(220)	100	45.5
Total expenses	132,611	111,620	20,991	18.8
Income from continuing operations before minority interests				
and equity in earnings of unconsolidated joint ventures	30,855	30,412	443	1.5
Minority interest in Operating Partnership	(5,586)	(6,880)	1,294	18.8
Minority interest in consolidated joint ventures	--	--	--	--
Equity in earnings of unconsolidated joint ventures (net of minority interest), net	442	965	(523)	(54.2)
Gain on sale of investment in unconsolidated joint ventures (net of minority interest)	--	--	--	--
Income from continuing operations	25,711	24,497	1,214	5.0
Discontinued operations (net of minority interest):				
Income from discontinued operations	1,058	2,257	(1,199)	(53.1)
Realized gains (losses) and unrealized losses on disposition of rental property, net	9,771	(10,501)	20,272	193.0
Total discontinued operations, net	10,829	(8,244)	19,073	231.4
Net income	36,540	16,253	20,287	124.8
Preferred stock dividends	(500)	(500)	--	--
Net income available to common shareholders	\$ 36,040	\$ 15,753	\$20,287	128.8%

The following is a summary of the changes in revenue from rental operations and property expenses divided into Same-Store Properties and Acquired Properties (*dollars in thousands*):

	Total Company		Same-Store Properties		Acquired Properties	
	Dollar Change	Percent Change	Dollar Change	Percent Change	Dollar Change	Percent Change
Revenue from rental operations:						
Base rents	\$13,441	10.9%	\$ 325	0.3%	\$13,116	546.3%
Escalations and recoveries from tenants	4,908	31.0	1,831	11.7	3,077	1,728.7
Parking and other	3,085	124.4	3,141	126.7	(56)	--
Total	\$21,434	15.1%	\$5,297	3.8%	\$16,137	625.7%
Property expenses:						
Real estate taxes	\$ 3,909	23.6%	\$1,051	6.4%	\$ 2,858	1,387.4%
Utilities	2,923	30.8	1,718	18.1	1,205	--
Operating services	3,582	18.8	1,222	6.4	2,360	9,440.0
Total	\$10,414	23.1%	\$3,991	8.9%	\$ 6,423	2,780.5%

OTHER DATA:

Number of Consolidated

Properties

(excluding properties held for sale):

Square feet (*in thousands*)

Base rents for the Same-Store Properties increased \$0.3 million, or 0.3 percent, for 2005 as compared to 2004, due primarily to increases in the percentage of space leased at the properties in 2005 from 2004. Escalations and recoveries from tenants for the Same-Store Properties increased \$1.8 million, or 11.7 percent, for 2005 over 2004, due primarily to an increased amount of total property expenses in 2005. Parking and other income for the Same-Store Properties increased \$3.1 million, or 126.7 percent, due primarily to an increase in lease termination fees in 2005.

Real estate taxes on the Same-Store Properties increased \$1.1 million, or 6.4 percent, for 2005 as compared to 2004, due primarily to property tax rate increases in certain municipalities in 2005, partially offset by lower assessments on certain properties in 2004. Utilities for the Same-Store Properties increased \$1.7 million, or 18.1 percent, for 2005 as compared to 2004, due primarily to increased rates in 2005 as compared to 2004. Operating services for the Same-Store Properties increased \$1.2 million, or 6.4 percent, due primarily to increased insurance costs of \$1.1 million.

General and administrative decreased by \$0.3 million, or 3.9 percent, for 2005 as compared to 2004. This decrease was due primarily to compensation costs incurred in connection with the resignation of the Company's president in 2004.

Depreciation and amortization increased by \$7.0 million, or 22.1 percent, for 2005 over 2004. Of this increase, \$1.2 million, or 3.9 percent, is attributable to the Same-Store Properties, and \$5.8 million is due to the Acquired Properties.

Interest expense increased \$3.9 million, or 14.5 percent, for 2005 as compared to 2004. This increase was due primarily to higher average debt balances, partially offset by an overall decrease in interest rates on the Company's debt in 2005.

Interest income decreased \$0.1 million, or 45.5 percent, for 2005 as compared to 2004. This decrease was due primarily to lower interest income from mortgage notes receivable in 2005 and lower average cash balances in 2005.

Income from continuing operations before minority interests and equity in earnings of unconsolidated joint ventures increased to approximately \$30.8 million in 2005 from \$30.4 million in 2004. The increase of approximately \$0.4 million is due to the factors discussed above.

Equity in earnings of unconsolidated joint ventures (net of minority interest) decreased \$0.5 million, or 54.2 percent, for 2005 as compared to 2004. The decrease was due primarily to the sale of the Pacifica Plaza Phase I and II in Daly City, California, in late 2004 resulting in a reduction of \$0.5 million in 2005 and a reduction in 2005 of \$0.3 million as a result of operations at the G&G Martco joint venture, partially offset by an increase from operations of the Harborside South Pier Hyatt Hotel Venture of \$0.3 million.

Net income available to common shareholders increased by approximately \$20.2 million, from \$15.8 million in 2004 to \$36.0 million in 2005. This increase was the result of realized gains and unrealized losses on disposition

of rental property of approximately \$20.2 million in 2005, a decrease in minority interest in Operating Partnership of \$1.3 million, and an increase in income from continuing operations before minority interests and equity in earnings of unconsolidated joint ventures of \$0.4 million. These were partially offset by a decrease in income from discontinued operations of \$1.2 million and a decrease in equity of earnings of unconsolidated joint ventures of \$0.5 million.

46

Six Months Ended June 30, 2005 Compared to Six Months Ended June 30, 2004

<i>(dollars in thousands)</i>	Six Months Ended June 30,		Dollar Change	Percent Change
	2005	2004		
Revenue from rental operations:				
Base rents	\$270,312	\$244,798	\$25,514	10.4%
Escalations and recoveries from tenants	39,142	31,019	8,123	26.2
Parking and other	7,461	5,953	1,508	25.3
Total revenues	316,915	281,770	35,145	12.5
Property expenses:				
Real estate taxes	39,591	32,923	6,668	20.3
Utilities	24,362	20,523	3,839	18.7
Operating services	43,980	36,356	7,624	21.0
Sub-total	107,933	89,802	18,131	20.2
General and administrative	15,774	15,082	692	4.6
Depreciation and amortization	74,339	61,282	13,057	21.3
Interest expense	58,761	55,549	3,212	5.8
Interest income	(184)	(940)	756	80.4
Total expenses	256,623	220,775	35,848	16.2
Income from continuing operations before minority interests				
and equity in earnings of unconsolidated joint ventures	60,292	60,995	(703)	(1.2)
Minority interest in Operating Partnership	(12,260)	(13,808)	1,548	11.2
Minority interest in consolidated joint ventures	(74)	--	(74)	--
Equity in earnings of unconsolidated joint ventures (net of minority interest), net	165	1,122	(957)	(85.3)
Gain on sale of investment in unconsolidated joint ventures (net of minority interest)	31	637	(606)	(95.1)
Income from continuing operations	48,154	48,946	(792)	(1.6)
Discontinued operations (net of minority interest):				
Income from discontinued operations	2,356	4,631	(2,275)	(49.1)
Realized gains (losses) and unrealized losses on disposition of rental property, net	8,973	(10,501)	19,474	185.4
Total discontinued operations, net	11,329	(5,870)	17,199	293.0
Net income	59,483	43,076	16,407	38.1
Preferred stock dividends	(1,000)	(1,000)	--	--
Net income available to common shareholders	\$ 58,483	\$ 42,076	\$16,407	39.0%

47

The following is a summary of the changes in revenue from rental operations and property expenses divided into Same-Store Properties and Acquired Properties (*dollars in thousands*):

	Total Company		Same-Store Properties		Acquired Properties	
	Dollar Change	Percent Change	Dollar Change	Percent Change	Dollar Change	Percent Change
Revenue from rental operations:						
Base rents	\$25,514	10.4%	\$2,047	0.8%	\$23,467	977.4%

Escalations and recoveries						
from tenants	8,123	26.2	3,483	11.3	4,640	2,606.7
Parking and other	1,508	25.3	1,611	27.1	(103)	--
Total	\$35,145	12.5%	\$7,141	2.6%	\$28,004	1,085.8%
Property expenses:						
Real estate taxes	\$ 6,668	20.3%	\$2,224	6.8%	\$ 4,444	1,784.7%
Utilities	3,839	18.7	2,044	10.0	1,795	--
Operating services	7,624	21.0	3,584	9.9	4,040	9,395.3
Total	\$18,131	20.2%	\$7,852	8.8%	\$10,279	3,520.2%

OTHER DATA:

Number of Consolidated Properties

(excluding properties held for sale):	264	248	16
Square feet (<i>in thousands</i>)	29,392	25,386	4,006

Base rents for the Same-Store Properties increased \$2.0 million, or 0.8 percent, for 2005 as compared to 2004, due primarily to increases in the percentage of space leased at the properties in 2005 from 2004. Escalations and recoveries from tenants for the Same-Store Properties increased \$3.5 million, or 11.3 percent, for 2005 over 2004, due primarily to an increased amount of total property expenses in 2005. Parking and other income for the Same-Store Properties increased \$1.6 million, or 27.1 percent, due primarily to an increase in lease termination fees in 2005.

Real estate taxes on the Same-Store Properties increased \$2.2 million, or 6.8 percent, for 2005 as compared to 2004, due primarily to property tax rate increases in certain municipalities in 2005, partially offset by lower assessments on certain properties in 2004. Utilities for the Same-Store Properties increased \$2.0 million, or 10.0 percent, for 2005 as compared to 2004, due primarily to more severe weather in 2005 as compared to 2004. Operating services for the Same-Store Properties increased \$3.6 million, or 9.9 percent, due primarily to 2005 increases in insurance costs of \$1.4 million, snow removal costs of \$1.3 million, property operations salaries and related expenses of \$0.4 million, and property maintenance costs of \$0.4 million as compared to 2004.

General and administrative increased by \$0.7 million, or 4.6 percent, for 2005 as compared to 2004. This increase was due primarily to increases in professional fees and state income taxes aggregating \$1.5 million in 2005 as compared to 2004, partially offset by compensation costs incurred in connection with the resignation of the Company's president in 2004.

Depreciation and amortization increased by \$13.1 million, or 21.3 percent, for 2005 over 2004. Of this increase, \$3.2 million, or 5.3 percent, is attributable to the Same-Store Properties, and \$9.9 million is due to the Acquired Properties.

Interest expense increased \$3.2 million, or 5.8 percent, for 2005 as compared to 2004. This increase was due primarily to higher average debt balances, partially offset by an overall increase in interest rates on the Company's debt in 2005.

Interest income decreased \$0.8 million, or 80.4 percent, for 2005 as compared to 2004. This decrease was due primarily to lower interest income from mortgage notes receivable in 2005 and lower average cash balances in 2005.

Income from continuing operations before minority interests and equity in earnings of unconsolidated joint ventures decreased to \$60.3 million in 2005 from \$61.0 million in 2004. The decrease of approximately \$0.7 million is due to the factors discussed above.

Equity in earnings of unconsolidated joint ventures (net of minority interest) decreased \$1.0 million, or 85.3 percent, for 2005 as compared to 2004. The decrease was due primarily to the sale of the Pacifica Plaza Phase I and II in Daly City, California, in late 2004 resulting in a reduction of \$1.0 million in 2005 and a reduction in 2005 of \$0.7 million as a result of operations at the G&G Martco joint venture, partially offset by an increase from operations of the at Harborside South Pier Hyatt Hotel Venture of \$0.5 million.

Gain on sale of investment in unconsolidated joint ventures (net of minority interest) amounted to \$0.6 million in 2004 on account of the receipt of additional contingent purchase consideration from the Harborside North Pier Sale. Gain on sale of investment in unconsolidated joint ventures (net of minority interest) amounted to \$31,000 in 2005 due to the sale of the Company's interest in the Ashford Loop joint venture.

Net income available to common shareholders increased by \$16.4 million, from approximately \$42.1 million in 2004 to \$58.5 million in 2005. This increase was the result of realized gains and unrealized losses on disposition of rental property of \$10.5 million in 2004, realized gains and unrealized losses on disposition of rental property of \$9.0 million in 2005, and a decrease in minority interest in Operating Partnership of approximately \$1.6 million. These were partially offset by a decrease in income from discontinued operations of \$2.3 million, a decrease in equity in earnings of unconsolidated joint ventures of \$1.0 million, a decrease in income from continuing operations before minority interests and equity in earnings of unconsolidated joint ventures of \$0.7 million, gain on sale of investment in unconsolidated joint venture of \$0.6 million in 2004, and minority interest in consolidated joint ventures of \$0.1 million in 2005.

LIQUIDITY AND CAPITAL RESOURCES

Liquidity

Overview:

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

The Company believes that with the general downturn in the economy in recent years, and the softening of the Company's markets specifically, it is reasonably likely that vacancy rates may continue to increase, effective rental rates on new and renewed leases may continue to decrease and tenant installation costs, including concessions, may continue to increase in most or all of its markets in 2005. As a result of the potential negative effects on the Company's revenue from the overall reduced demand for office space, the Company's cash flow could be insufficient to cover increased tenant installation costs over the short-term. If this situation were to occur, the Company expects that it would finance any shortfalls through borrowings under its revolving credit facility and other debt and equity financings.

The Company expects to meet its short-term liquidity requirements generally through its working capital, net cash provided by operating activities and from its revolving credit facility. The Company frequently examines potential property acquisitions and development projects and, at any given time, one or more of such acquisitions or development projects may be under consideration. Accordingly, the ability to fund property acquisitions and development projects is a major part of the Company's financing requirements. The Company expects to meet its financing requirements through funds generated from operating activities, proceeds from property sales, long-term and short-term borrowings (including draws on the Company's revolving credit facility) and the issuance of additional debt and/or equity securities.

REIT Restrictions:

To maintain its qualification as a REIT, the Company must make annual distributions to its stockholders of at least 90 percent of its REIT taxable income, determined without regard to the dividends paid deduction and by excluding net capital gains. Moreover, the Company intends to continue to make regular quarterly distributions to its common stockholders which, based upon current policy, in the aggregate would equal approximately \$155.8 million on an annualized basis. However, any such distribution, whether for federal income tax purposes or otherwise, would only be paid out of available cash, including borrowings and other sources, after meeting operating requirements, preferred stock dividends and distributions, and scheduled debt service on the Company's debt.

Property Lock-Ups:

The Company may not dispose of or distribute certain of its properties, currently comprising 59 properties with an aggregate net book value of approximately \$1.5 billion, which were originally contributed by members of either the Mack Group (which includes William L. Mack, Chairman of the Company's Board of Directors; David S. Mack, director; Earle I. Mack, a former director; and Mitchell E. Hersh, president, chief executive officer and director), the Robert Martin Group (which includes Martin S. Berger, director; Robert F. Weinberg, a former director; and Timothy M. Jones, former president), the Cali Group (which includes John R. Cali, director and John J. Cali, a former director) or certain other common unitholders without the express written consent of a representative of the Mack Group, the Robert Martin Group, the Cali Group or the specific certain other common unitholders, as applicable, except in a manner which does not result in recognition of any built-in-gain (which may result in an income tax liability) or which reimburses the appropriate Mack Group, Robert Martin Group, Cali Group members or the specific certain other common unitholders for the tax consequences of the recognition of such built-in-gains (collectively, the "Property Lock-Ups"). The aforementioned restrictions do not apply in the event that the Company sells all of its properties or in connection with a sale transaction which the Company's Board of Directors determines is reasonably necessary to satisfy a material monetary default on any unsecured debt, judgment or liability of the Company or to cure any material monetary default on any mortgage secured by a property. The Property Lock-Ups expire periodically through 2010. Upon the expiration of the Property Lock-Ups, the Company is required to use commercially reasonable efforts to prevent any sale, transfer or other disposition of the subject properties from resulting in the recognition of built-in gain to the appropriate Mack Group, Robert Martin Group, Cali Group members or the specific certain other common unitholders.

Unencumbered Properties:

As of June 30, 2005, the Company had 248 unencumbered properties, totaling 24.5 million square feet, representing 83.2 percent of the Company's total portfolio on a square footage basis.

Credit Ratings:

The Company has three investment grade credit ratings. Standard & Poor's Rating Services ("S&P") and Fitch, Inc. ("Fitch") have each assigned their BBB rating to existing and prospective senior unsecured debt of the Operating Partnership. S&P and Fitch have also assigned their BBB- rating to existing and prospective preferred stock offerings of the Company. Moody's Investors Service ("Moody's") has assigned its Baa2 rating to existing and prospective senior unsecured debt of the Operating Partnership and its Baa3 rating to its existing and prospective preferred stock offerings of the Company.

Cash Flows

Cash and cash equivalents increased by \$3.4 million to \$15.7 million at June 30, 2005, compared to \$12.3 million at December 31, 2004. The increase is comprised of the following net cash flow items:

- (1) \$124.6 million provided by operating activities.

- (2) \$300.5 million used in investing activities, consisting primarily of the following:
- (a) \$377.8 million used for additions to rental property and related intangibles; plus
 - (b) \$16.3 million used for investments in unconsolidated joint ventures; minus
 - (c) \$97.4 million received from proceeds from sale of rental properties.

50

- (3) \$179.3 million provided by financing activities, consisting primarily of the following:
- (a) \$539.3 million from borrowings under the unsecured credit facility; minus
 - (b) \$483.3 million used for the repayment of borrowings under the Company's unsecured credit facility; minus
 - (c) \$95.6 million used for the payment of dividends and distributions.

Debt Financing

Summary of Debt:

The following is a breakdown of the Company's debt between fixed and variable-rate financing as of June 30, 2005:

	Balance (\$000's)	% of Total	Weighted Average Interest Rate (a)	Weighted Average Maturity in Years
Fixed Rate Unsecured Debt	\$1,330,356	67.66%	6.46%	6.33
Fixed Rate Secured Debt and Other Obligations	472,913	24.05%	6.12%	2.70
Variable Rate Unsecured Debt	163,000	8.29%	3.65%	2.40
Totals/Weighted Average:	\$1,966,269	100.00%	6.14%	5.13

Debt Maturities:

Scheduled principal payments and related weighted average annual interest rates for the Company's debt as of June 30, 2005 are as follows:

Period	Scheduled Amortization (\$000's)	Principal Maturities (\$000's)	Total (\$000's)	Weighted Average Interest Rate of Future Repayments (a)
2005	\$12,653	\$ 68,249	\$ 80,902	6.87%
2006	17,259	144,642	161,901	7.10%
2007	16,699	172,364	189,063	3.93%
2008	15,889	--	15,889	4.96%
2009	5,571	300,000	305,571	7.44%
Thereafter	3,111	1,216,141	1,219,252	6.01%
Sub-total	71,182	1,901,396	1,972,578	6.14%
Adjustment for unamortized debt discount/premium, net, as of June 30, 2005	(6,309)	--	(6,309)	--
Totals/Weighted Average	\$64,873	\$1,901,396	\$1,966,269	6.14%

- (a) Actual weighted average LIBOR contract rates relating to the Company's outstanding debt as of June 30, 2005 of 3.24 percent was used in calculating revolving credit facility.

Senior Unsecured Notes:

On January 25, 2005, the Company issued \$150.0 million face amount of 5.125 percent senior unsecured notes due January 15, 2015 with interest payable semi-annually in arrears. The proceeds from the issuance (net of selling commissions and discount) of approximately \$148.1 million were used primarily to reduce outstanding borrowings under the 2004 unsecured facility.

On April 15, 2005, the Company issued \$150.0 million face amount of 5.05 percent senior unsecured notes due April 15, 2010 with interest payable semi-annually in arrears. The proceeds from the issuance (net of selling commissions and discount) of approximately \$148.8 million were used to reduce outstanding borrowings under the 2004 unsecured facility.

51

The terms of the Company's senior unsecured notes (which totaled approximately \$1.3 billion as of June 30, 2005) include certain restrictions and covenants which require compliance with financial ratios relating to the

maximum amount of debt leverage, the maximum amount of secured indebtedness, the minimum amount of debt service coverage and the maximum amount of unsecured debt as a percent of unsecured assets.

Unsecured Revolving Credit Facility:

2004 Unsecured Facility

On November 23, 2004, the Company obtained an unsecured revolving credit facility (the “2004 Unsecured Facility”) with a current borrowing capacity of \$600.0 million from a group of 27 lenders. As of August 1, 2005, the Company had \$202.0 million of outstanding borrowings under the 2004 Unsecured Facility.

The interest rate on outstanding borrowings (not electing the Company’s competitive bid feature) under the 2004 Unsecured Facility is currently LIBOR plus 65 basis points. The facility has a competitive bid feature, which allows the Company to solicit bids from lenders under the facility to borrow up to \$300,000 at interest rates less than the current LIBOR plus 65 basis point spread. As of June 30, 2005, the Company’s outstanding borrowings carried a weighted average interest rate of LIBOR plus 41 points. The Company may also elect an interest rate representing the higher of the lender’s prime rate or the Federal Funds rate plus 50 basis points. The 2004 Unsecured Facility also currently requires a 20 basis point facility fee on the current borrowing capacity payable quarterly in arrears. The 2004 Unsecured Facility matures in November 2007, with an extension option of one year, which would require a payment of 25 basis points of the then borrowing capacity of the facility upon exercise.

In the event of a change in the Operating Partnership’s unsecured debt rating, the interest and facility fee rates will be adjusted in accordance with the following table:

Operating Partnership’s Unsecured Debt Ratings: S&P Moody’s/Fitch (a)	Interest Rate – Applicable Basis Points Above LIBOR	Facility Fee Basis Points
No ratings or less than BBB-/Baa3/BBB-	112.5	25.0
BBB-/Baa3/BBB-	80.0	20.0
BBB/Baa2/BBB (current)	65.0	20.0
BBB+/Baa1/BBB+	55.0	15.0
A-/A3/A- or higher	50.0	15.0

(a) If the Operating Partnership has debt ratings from two rating agencies, one of which is Standard & Poor’s Rating Services (“S&P”) or Moody’s Investors Service (“Moody’s”), the rates per the above table shall be based on the lower of such ratings. If the Operating Partnership has debt ratings from three rating agencies, one of which is S&P or Moody’s, the rates per the above table shall be based on the lower of the two highest ratings. If the Operating Partnership has debt ratings from only one agency, it will be considered to have no rating or less than BBB-/Baa3/BBB- per the above table.

The 2004 Unsecured Facility matures in November 2007, with an extension option of one year, which would require a payment of 25 basis points of the then borrowing capacity of the facility upon exercise. The Company believes that the 2004 Unsecured Facility is sufficient to meet its revolving credit facility needs.

The terms of the 2004 Unsecured Facility include certain restrictions and covenants which limit, among other things, the payment of dividends (as discussed below), the incurrence of additional indebtedness, the incurrence of liens and the disposition of real estate properties (to the extent that: (i) such property dispositions cause the Company to default on any of the financial ratios of the facility described below, or (ii) the property dispositions are completed while the Company is under an event of default under the facility, unless, under certain circumstances, such disposition is being carried out to cure such default), and which require compliance with financial ratios relating to the maximum leverage ratio, the maximum amount of secured indebtedness, the minimum amount of tangible net worth, the minimum amount of interest coverage, the minimum amount of fixed charge coverage, the maximum amount of unsecured indebtedness, the minimum amount of unencumbered property interest coverage and certain investment limitations. The dividend restriction referred to above provides that, except to enable the Company to continue to qualify as a REIT under the Code, the Company will not during any four consecutive fiscal quarters make distributions with respect to common stock or other common equity interests in an aggregate amount in excess of 90 percent of funds from operations (as defined in the facility agreement) for such period, subject to certain other adjustments.

Mortgages, Loans Payable and Other Obligations:

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

On April 1, 2005, the Company repaid the \$45.5 million mortgage loan with New York Life Insurance Company collateralized by One River Centre, which was scheduled to mature on May 10, 2005, using borrowings under the unsecured credit facility.

On April 29, 2005, the Company repaid the \$35.0 million loan with Principal Life Insurance Company collateralized by Mack-Cali Centre VI, which was scheduled to mature on May 1, 2005, using borrowings under the unsecured credit facility.

Debt Strategy:

The Company does not intend to reserve funds to retire the Company’s senior unsecured notes or its mortgages, loans payable and other obligations upon maturity. Instead, the Company will seek to refinance such debt at maturity or retire such debt through the issuance of additional equity or debt securities on or before the applicable maturity dates. If it cannot raise sufficient proceeds to retire the maturing debt, the Company may draw on its revolving credit facility to retire the maturing indebtedness, which would reduce the future availability of funds under such facility. As of August 1, 2005, the Company had \$202.0 million of outstanding borrowings under its

\$600 million unsecured revolving credit facility. The Company has approximately \$215.9 million of mortgage indebtedness maturing from August 1, 2005 through January 1, 2006. The Company is reviewing various refinancing options, including the public issuance of additional unsecured debt, the issuance in public or private transactions of preferred equity instruments and/or obtaining additional mortgage debt, some or all of which may be completed during 2005. The Company anticipates that its available cash and cash equivalents and cash flows from operating activities, together with cash available from borrowings and other sources, will be adequate to meet the Company's capital and liquidity needs both in the short and long-term. However, if these sources of funds are insufficient or unavailable, the Company's ability to make the expected distributions discussed below may be adversely affected.

Equity Financing and Registration Statements

Equity Activity:

The following table presents the changes in the Company's issued and outstanding shares of Common Stock and the Operating Partnership's common units and preferred units (as converted) since December 31, 2004:

	Common Stock	Common Units	Preferred Units, as Converted (a)	Total
Outstanding at December 31, 2004	61,038,875	7,616,447	6,205,426	74,860,748
Stock options exercised	492,736	--	--	492,736
Preferred units converted into common units	--	6,205,426	(6,205,426)	--
Common units redeemed for Common				
Stock	55,947	(55,947)	--	--
Common units issued	--	63,328	--	63,328
Shares issued under Dividend Reinvestment and Stock Purchase Plan	4,496	--	--	4,496
Restricted shares issued, net of cancellations	112,500	--	--	112,500
Outstanding at June 30, 2005	61,704,554	13,829,254	--	75,533,808

(a) On June 13, 2005, 215,018 Series B preferred units were converted into 6,205,426 common units.

Share Repurchase Program:

On September 13, 2000, the Board of Directors authorized an increase to the Company's repurchase program under which the Company was permitted to purchase up to an additional \$150.0 million of the Company's outstanding common stock ("Repurchase Program"). From that date through its last purchases on January 10, 2003, the Company purchased and retired, under the Repurchase Program, 3.7 million shares of its outstanding common stock for an aggregate cost of approximately \$104.5 million. The Company has a remaining authorization to repurchase up to an additional \$45.5 million of its outstanding common stock, which it may repurchase from time to time in open market transactions at prevailing prices or through privately negotiated transactions.

Shelf Registration Statements:

The Company has an effective shelf registration statement on Form S-3 filed with the Securities and Exchange Commission ("SEC") for an aggregate amount of \$2.0 billion in common stock, preferred stock and warrants of the Company. On July 1, 2004, the Company filed post-effective amendment number 1 to this shelf registration statement, adding depositary shares and otherwise updating the disclosures contained therein. Such post-effective amendment was declared effective by the SEC on July 12, 2004. No securities have been sold under this registration statement.

The Company and the Operating Partnership also have an effective shelf registration statement on Form S-3 (the "Original Joint Shelf") filed with the SEC for an aggregate amount of \$2.0 billion in common stock, preferred stock, depositary shares and guarantees of the Company and debt securities of the Operating Partnership, under which \$1,700,283,478 of securities have been sold. On July 1, 2004, the Company and the Operating Partnership filed a new shelf registration statement on Form S-3 (the "New Joint Shelf") with the SEC for an aggregate amount of \$2.5 billion in common stock, preferred stock, warrants, depositary shares and guarantees of the Company and debt securities of the Operating Partnership. Pursuant to Rule 429 under the Securities Act of 1933, as amended (the "Securities Act"), the New Joint Shelf is a combined registration statement which constitutes post-effective amendment no. 1 to the Original Joint Shelf, and the \$2.5 billion available for issuance under the New Joint Shelf included the \$574,716,522 of remaining availability under the Original Joint Shelf. The New Joint Shelf was declared effective by the SEC on July 22, 2004. As of August 1, 2005, \$2.20 billion remained available for issuance under the New Joint Shelf.

Off-Balance Sheet Arrangements

Unconsolidated Joint Venture Debt:

The debt of the Company's unconsolidated joint ventures aggregating \$123.5 million, at June 30, 2005, is non-recourse to the Company except for customary exceptions pertaining to such matters as intentional misuse of funds, environmental conditions and material misrepresentations. The Company has severally guaranteed repayment of approximately \$7.5 million on a mortgage at the Harborside South Pier Hyatt hotel joint venture.

The Company has also posted an \$8.0 million letter of credit in support of the Harborside South Pier joint venture, \$4.0 million of which is indemnified by Hyatt.

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

54

Contractual Obligations

The following table outlines the timing of payment requirements related to the Company's debt (principal and interest), PILOT agreements, and ground lease agreements as of June 30, 2005 (*dollars in thousands*):

	Total	Payments Due by Period				
		Less than 1 year	1 – 3 years	4 – 5 years	6 – 10 years	After 10 years
Senior unsecured notes	\$1,883,567	\$ 83,644	\$167,289	\$595,539	\$1,037,095	--
Revolving credit facility (1)	177,384	5,952	171,432	--	--	--
Mortgages, loans payable and other obligations	534,450	253,696	63,958	179,303	37,493	--
Payments in lieu of taxes (PILOT)	74,875	7,924	14,598	8,537	22,156	21,660
Ground lease payments	22,482	530	1,555	1,020	2,596	16,781
Total	\$2,692,758	\$351,746	\$418,832	\$784,399	\$1,099,340	\$38,441

(1) Interest payments assume current credit facility borrowings and interest rates remain at the June 30, 2005 level until maturity.

Other Commitments and Contingencies

Legal Proceedings:

On February 12, 2003, the New Jersey Sports and Exposition Authority selected The Mills Corporation and the Company to redevelop the Continental Airlines Arena site ("Arena Site") for mixed uses, including retail. In March 2003, Hartz Mountain Industries, Inc., or Hartz, filed a lawsuit in the Superior Court of New Jersey, Law Division, for Bergen County, seeking to enjoin the New Jersey Sports and Exposition Authority, or NJSEA, from entering into a contract with Mills and the Company for the redevelopment of the Continental Arena site. In May 2003, the court denied Hartz's request for an injunction and dismissed its suit for failure to exhaust administrative remedies. In June 2003, the NJSEA held hearings on Hartz's protest, and on a parallel protest filed by another rejected developer, Westfield, Inc. ("Westfield"). On September 10, 2003, the NJSEA ruled against Hartz's and Westfield's protests, and on May 14, 2004, the Appellate Division of the Superior Court of New Jersey rejected Hartz's contention that the NJSEA lacks statutory authority to allow retail development of its property. The Supreme Court of New Jersey has declined to review the Appellate Division's decision. Hartz, Westfield and four taxpayers (the "Braha Appellants") have also filed appeals from the NJSEA's final decision based on other grounds. In a separate action commenced in January 2004, Hartz and Westfield also appealed the NJSEA's approval and execution of the formal redevelopment agreement with the Meadowlands Venture. Several appeals filed by Hartz, Westfield and others, including certain environmental groups, that challenge certain approvals received by the Meadowlands Venture from the NJSEA, the New Jersey Meadowlands Commission and the New Jersey Department of Environmental Protection remain pending before the Appellate Division. The Appellate Division, in a decision rendered on November 24, 2004, completed its review of Hartz's Open Public Records Act appeal and the remand proceeding it earlier ordered and upheld the findings of the Law Division in the remand proceeding. The Supreme Court of New Jersey has declined to review the Appellate Division's decision. The NJSEA held further hearings on December 15 and 16, 2004, at Hartz's request to review certain additional facts in support of its bid protest. The Hearing Officer rendered his Supplemental Report and Recommendation to the NJSEA on March 4, 2005, finding no merit in the protests presented by Hartz and Westfield. The NJSEA accepted the Supplemental Report and Recommendation on March 30, 2005 and Hartz appealed that decision to the Appellate Division. Hartz also filed an application with the Appellate Division seeking an Order staying the construction of the Meadowlands Xanadu project, which officially commenced on March 24, 2005, and on April 27, 2005, the Braha Appellants filed a separate appeal with the Appellate Division also challenging the NJSEA's decision to allow construction to begin and seeking an Order staying the construction of the Meadowlands Xanadu project. The Appellate Division denied Hartz's application for a stay of construction by Order dated May 5, 2005. The Appellate Division has not made any determinations with respect to these appeals. On April 5, 2005 the New York Football Giants filed a Verified Complaint seeking an emergency order halting construction pending a final decision on its contention that construction of the Meadowlands Xanadu project violates its lease agreements with the NJSEA. The Superior Court of New Jersey, Chancery Division, has scheduled a hearing on that application for August 5, 2005. On March 18, 2005, the U.S.

55

Army Corps of Engineers issued a permit to the Meadowlands Venture to authorize the filling of 7.69 acres of wetlands and other waters of the United States in connection with the Meadowlands Xanadu project. Three separate lawsuits have been filed in the United States District Court for the District of New Jersey, challenging

the Corps' decision to issue the permit to the Meadowlands Venture and seeking to set aside the permit and remand the matter to the Corps for further proceedings consistent with the National Environmental Policy Act and the Clean Water Act. The first suit was filed on March 30, 2005, by the Sierra Club, the New Jersey Public Interest Research Group, Citizen Lobby, Inc. and the New Jersey Environmental Federation. Additional suits were filed on May 16 and May 31, 2005, respectively, by Hartz Mountain Industries, Inc., (together with one of its officers as an individual named plaintiff) and the Borough of Carlstadt. The Meadowlands Venture is named as a defendant, along with the Corps, in all three of these suits. On May 3, 2005, the Sierra Club filed a motion for a preliminary injunction to stop certain construction activities on the project. The Court denied that motion on July 6, 2005. The Meadowlands Venture and the Corps have filed motions to dismiss the Hartz complaint for lack of standing. Similar motions may be filed to dismiss the Carlstadt complaint. Once these standing issues are resolved, the court will address the merits of the claims through motions for summary judgment. The New Jersey Builders' Association has commenced an action, which is pending in the Appellate Division, alleging that NJSEA has failed to meet a purported obligation to provide affordable housing at the Meadowlands Complex. The Builders' Association has filed an application for injunctive relief seeking to enjoin further construction of the project. That application is pending. The Company is not a party to that action.

The Company believes that the Meadowlands Venture's proposal and the planned project comply with applicable laws, and the Meadowlands Venture intends to continue its vigorous defense of its rights under the executed Redevelopment Agreement and recently executed Ground Lease. Although there can be no assurance, the Company does not believe that the pending lawsuits will have any material affect on its ability to develop the Meadowlands Xanadu project.

The Company does not believe that the ultimate resolution of this matter will have a material adverse effect on the Company's financial condition taken as a whole.

Inflation

The Company's leases with the majority of its tenants provide for recoveries and escalation charges based upon the tenant's proportionate share of, and/or increases in, real estate taxes and certain operating costs, which reduce the Company's exposure to increases in operating costs resulting from inflation.

DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS

We consider portions of this information, including the documents incorporated by reference, to be forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in Section 21E of such act. Such forward-looking statements relate to, without limitation, our future economic performance, plans and objectives for future operations and projections of revenue and other financial items. Forward-looking statements can be identified by the use of words such as "may," "will," "should," "expect," "anticipate," "estimate," "continue" or comparable terminology. Forward-looking statements are inherently subject to risks and uncertainties, many of which we cannot predict with accuracy and some of which we might not even anticipate. Although we believe that the expectations reflected in such forward-looking statements are based upon reasonable assumptions at the time made, we can give no assurance that such expectations will be achieved. Future events and actual results, financial and otherwise, may differ materially from the results discussed in the forward-looking statements. Readers are cautioned not to place undue reliance on these forward-looking statements.

Among the factors about which we have made assumptions are:

- changes in the general economic climate; conditions, including those affecting industries in which our principal tenants compete;
- any failure of the general economy to recover from the current economic downturn;

-
- the extent of any tenant bankruptcies or of any early lease terminations;
 - our ability to lease or re-lease space at current or anticipated rents;
 - changes in the supply of and demand for office, office/flex and industrial/warehouse properties;
 - changes in interest rate levels;
 - changes in operating costs;
 - our ability to obtain adequate insurance, including coverage for terrorist acts;
 - the availability of financing;
 - changes in governmental regulation, tax rates and similar matters; and
 - other risks associated with the development and acquisition of properties, including risks that the development may not be completed on schedule, that the tenants will not take occupancy or pay rent, or that development or operating costs may be greater than anticipated.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

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

Approximately \$1.8 billion of the Company's long-term debt and other obligations bears interest at fixed rates and therefore the fair value of these instruments is affected by changes in market interest rates. The following table presents principal cash flows (in thousands) based upon maturity dates of the debt obligations and the related weighted-average interest rates by expected maturity dates for the fixed rate debt. The interest rates on the variable rate debt as of June 30, 2005 was LIBOR plus 65 basis points.

Debt	Maturity Date						Total	Fair Value
	7/1/05 – 12/31/05	2006	2007	2008	2008	Thereafter		
Fixed Rate	\$79,783	\$160,955	\$ 25,117	\$14,943	\$304,811	\$1,217,660	\$1,803,269	\$1,899,720
Average Interest Rate	6.87%	7.10%	5.69%	4.96%	7.44%	5.93%	6.37%	
Variable Rate			\$163,000				\$ 163,000	\$ 163,000

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

Item 4. Controls and Procedures

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

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

MACK-CALI REALTY CORPORATION

Part II – Other Information

Item 1. Legal Proceedings

On February 12, 2003, the New Jersey Sports and Exposition Authority selected The Mills Corporation and the Company to redevelop the Continental Airlines Arena site ("Arena Site") for mixed uses, including retail. In March 2003, Hartz Mountain Industries, Inc., or Hartz, filed a lawsuit in the Superior Court of New Jersey, Law Division, for Bergen County, seeking to enjoin the New Jersey Sports and Exposition Authority, or NJSEA, from entering into a contract with Mills and the Company for the redevelopment of the Continental Arena site. In May 2003, the court denied Hartz's request for an injunction and dismissed its suit for failure to exhaust administrative remedies. In June 2003, the NJSEA held hearings on Hartz's protest, and on a parallel protest filed by another rejected developer, Westfield, Inc. ("Westfield"). On September 10, 2003, the NJSEA ruled against Hartz's and Westfield's protests, and on May 14, 2004, the Appellate Division of the Superior Court of New Jersey rejected Hartz's contention that the NJSEA lacks statutory authority to allow retail development of its property. The Supreme Court of New Jersey has declined to review the Appellate Division's decision. Hartz, Westfield and four taxpayers (the "Braha Appellants") have also filed appeals from the NJSEA's final decision based on other grounds. In a separate action commenced in January 2004, Hartz and Westfield also appealed the NJSEA's approval and execution of the formal redevelopment agreement with the Meadowlands Venture. Several appeals filed by Hartz, Westfield and others, including certain environmental groups, that challenge certain approvals received by the Meadowlands Venture from the NJSEA, the New Jersey Meadowlands Commission and the New Jersey Department of Environmental Protection remain pending before the Appellate Division. The Appellate

Division, in a decision rendered on November 24, 2004, completed its review of Hartz's Open Public Records Act appeal and the remand proceeding it earlier ordered and upheld the findings of the Law Division in the remand proceeding. The Supreme Court of New Jersey has declined to review the Appellate Division's decision. The NJSEA held further hearings on December 15 and 16, 2004, at Hartz's request to review certain additional facts in support of its bid protest. The Hearing Officer rendered his Supplemental Report and Recommendation to the NJSEA on March 4, 2005, finding no merit in the protests presented by Hartz and Westfield. The NJSEA accepted the Supplemental Report and Recommendation on March 30, 2005 and Hartz appealed that decision to the Appellate Division. Hartz also filed an application with the Appellate Division seeking an Order staying the construction of the Meadowlands Xanadu project, which officially commenced on March 24, 2005, and on April 27, 2005, the Braha Appellants filed a separate appeal with the Appellate Division also challenging the NJSEA's decision to allow construction to begin and seeking an Order staying the construction of the Meadowlands Xanadu project. The Appellate Division denied Hartz's application for a stay of construction by Order dated May 5, 2005. The Appellate Division has not made any determinations with respect to these appeals. On April 5, 2005 the New York Football Giants filed a Verified Complaint seeking an emergency order halting construction pending a final decision on its contention that construction of the Meadowlands Xanadu project violates its lease agreements with the NJSEA. The Superior Court of New Jersey, Chancery Division, has scheduled a hearing on that application for August 5, 2005. On March 18, 2005, the U.S. Army Corps of Engineers issued a permit to the Meadowlands Venture to authorize the filling of 7.69 acres of wetlands and other waters of the United States in connection with the Meadowlands Xanadu project. Three separate lawsuits have been filed in the United States District Court for the District of New Jersey, challenging the Corps' decision to issue the permit to the Meadowlands Venture and seeking to set aside the permit and remand the matter to the Corps for further proceedings consistent with the National Environmental Policy Act and the Clean Water Act. The first suit was filed on March 30, 2005, by the Sierra Club, the New Jersey Public Interest Research Group, Citizen Lobby, Inc. and the New Jersey Environmental Federation. Additional suits were filed on May 16 and May 31, 2005, respectively, by Hartz Mountain Industries, Inc., (together with one of its officers as an individual named plaintiff) and the Borough of Carlstadt. The Meadowlands Venture is named as a defendant, along with the Corps, in all three of these suits. On May 3, 2005, the Sierra Club filed a motion for a preliminary injunction to stop certain construction activities on the project. The Court denied that motion on July 6, 2005. The Meadowlands Venture and the Corps have filed motions to dismiss the Hartz complaint for lack of standing. Similar motions may be filed to dismiss the Carlstadt complaint. Once these standing issues are resolved, the court will address the merits of the claims through motions for summary judgment. The New Jersey Builders' Association has commenced an action, which is pending in the Appellate Division, alleging that NJSEA has failed to meet a purported obligation to provide affordable housing at the Meadowlands Complex. The Builders' Association has filed an application for injunctive

59

relief seeking to enjoin further construction of the project. That application is pending. The Company is not a party to that action.

The Company believes that the Meadowlands Venture's proposal and the planned project comply with applicable laws, and the Meadowlands Venture intends to continue its vigorous defense of its rights under the executed Redevelopment Agreement and recently executed Ground Lease. Although there can be no assurance, the Company does not believe that the pending lawsuits will have any material affect on its ability to develop the Meadowlands Xanadu project.

The Company does not believe that the ultimate resolution of this matter will have a material adverse effect on the Company's financial condition taken as a whole.

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

60

MACK-CALI REALTY CORPORATION

Part II – Other Information (continued)

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

(a) **COMMON UNITS**

During the three months ended June 30, 2005, the Company issued 33,600 shares of common stock to holders of common units in the Operating Partnership upon the redemption of such common units in private offerings pursuant to Section 4(2) of the Securities Act. The holders of the common units were limited partners of the Operating Partnership and accredited investors under Rule 501 of the Securities Act. The common units were converted into an equal number of shares of common stock. The Company has registered the resale of such shares under the Securities Act.

(b) Not Applicable.

(c) None.

Item 3. Defaults Upon Senior Securities

Not Applicable.

Item 4. Submission of Matters to a Vote of Security Holders

On June 23, 2005, the Company held its Annual Meeting of Stockholders (the "Annual Meeting") to elect four members to the Board of Directors of the Company, among other things. At the Annual Meeting, the Company's stockholders elected the following four Class II directors to serve until the Company's annual meeting of Stockholders to be held in 2008: Nathan Gantcher (Number of shares for: 56,658,829, Number of shares against: 442,932), David S. Mack (Number of shares for: 55,314,635, Number of shares against: 1,787,126), William L. Mack (Number of shares for: 56,276,074, Number of shares against: 825,687) and Alan G. Philibosian (Number of shares for: 56,657,023, Number of shares against: 444,738). Pursuant to an agreement between Martin S. Berger and Robert F. Weinberg and effective immediately following the Annual Meeting, Mr. Weinberg resigned from the Board of Directors of the Company and Mr. Berger assumed Mr. Weinberg's seat on the Board of Directors, having been qualified and appointed by the Board of Directors.

At the Annual Meeting, the Company's stockholders also voted upon and approved the ratification of the appointment of PricewaterhouseCoopers LLP as the Company's independent registered public accounting firm for the ensuing year (Number of shares for: 56,031,029, Number of shares against: 1,031,260, Number of shares abstained: 39,472). In addition, at the Annual Meeting stockholders voted upon and approved the shareholder proposal requesting that the Board of Directors adopt a majority vote standard for elections of persons to the Board of Directors of the Company (Number of shares for: 29,593,672, Number of shares against: 19,091,770, Number of shares abstained: 261,692, Number of broker non-votes: 8,154,627).

None.

Item 5. Other Information

- (a) None.
- (b) None.

Item 6. Exhibits

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

MACK-CALI REALTY CORPORATION

Signatures

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

Mack-Cali Realty Corporation
(Registrant)

Date: August 3, 2005

By: /s/ Mitchell E. Hersh

Mitchell E. Hersh
President and
Chief Executive Officer

Date: August 3, 2005

By: /s/ Barry Lefkowitz

Barry Lefkowitz
Executive Vice President and
Chief Financial Officer

Exhibit Index

**Exhibit
Number**

Exhibit Title

3.1

Restated Charter of Mack-Cali Realty Corporation dated June 11, 2001 (filed as Exhibit 3.1 to the Company's Form 10-Q dated June 30, 2001 and incorporated herein by reference).

- 3.2 Amended and Restated Bylaws of Mack-Cali Realty Corporation dated June 10, 1999 (filed as Exhibit 3.2 to the Company's Form 8-K dated June 10, 1999 and incorporated herein by reference).
- 3.3 Amendment No. 1 to the Amended and Restated Bylaws of Mack-Cali Realty Corporation dated March 4, 2003, (filed as Exhibit 3.3 to the Company's Form 10-Q dated March 31, 2003 and incorporated herein by reference).
- 3.4 Second Amended and Restated Agreement of Limited Partnership of Mack-Cali Realty, L.P. dated December 11, 1997 (filed as Exhibit 10.110 to the Company's Form 8-K dated December 11, 1997 and incorporated herein by reference).
- 3.5 Amendment No. 1 to the Second Amended and Restated Agreement of Limited Partnership of Mack-Cali Realty, L.P. dated August 21, 1998 (filed as Exhibit 3.1 to the Company's and the Operating Partnership's Registration Statement on Form S-3, Registration No. 333-57103, and incorporated herein by reference).
- 3.6 Second Amendment to the Second Amended and Restated Agreement of Limited Partnership of Mack-Cali Realty, L.P. dated July 6, 1999 (filed as Exhibit 10.1 to the Company's Form 8-K dated July 6, 1999 and incorporated herein by reference).
- 3.7 Third Amendment to the Second Amended and Restated Agreement of Limited Partnership of Mack-Cali Realty, L.P. dated September 30, 2003 (filed as Exhibit 3.7 to the Company's Form 10-Q dated September 30, 2003 and incorporated herein by reference).
- 3.8 Certificate of Designation of Series B Preferred Operating Partnership Units of Limited Partnership Interest of Mack-Cali Realty, L.P. (filed as Exhibit 10.101 to the Company's Form 8-K dated December 11, 1997 and incorporated herein by reference).
- 3.9 Articles Supplementary for the 8% Series C Cumulative Redeemable Perpetual Preferred Stock dated March 11, 2003 (filed as Exhibit 3.1 to the Company's Form 8-K dated March 14, 2003 and incorporated herein by reference).
- 3.10 Certificate of Designation for the 8% Series C Cumulative Redeemable Perpetual Preferred Operating Partnership Units dated March 14, 2003 (filed as Exhibit 3.2 to the Company's Form 8-K dated March 14, 2003 and incorporated herein by reference).

**Exhibit
Number**

Exhibit Title

- 4.1 Amended and Restated Shareholder Rights Agreement, dated as of March 7, 2000, between Mack-Cali Realty Corporation and EquiServe Trust Company, N.A., as Rights Agent (filed as Exhibit 4.1 to the Company's Form 8-K dated March 7, 2000 and incorporated herein by reference).
- 4.2 Amendment No. 1 to the Amended and Restated Shareholder Rights Agreement, dated as of June 27, 2000, by and among Mack-Cali Realty Corporation and EquiServe Trust Company, N.A. (filed as Exhibit 4.1 to the Company's Form 8-K dated June 27, 2000 and incorporated herein by reference).
- 4.3 Indenture dated as of March 16, 1999, by and among Mack-Cali Realty, L.P., as issuer, Mack-Cali Realty Corporation, as guarantor, and Wilmington Trust Company, as trustee (filed as Exhibit 4.1 to the Operating Partnership's Form 8-K dated March 16, 1999 and incorporated herein by reference).
- 4.4 Supplemental Indenture No. 1 dated as of March 16, 1999, by and among Mack-Cali Realty, L.P., as issuer, and Wilmington Trust Company, as trustee (filed as Exhibit 4.2 to the Operating Partnership's Form 8-K dated March 16, 1999 and incorporated herein by reference).
- 4.5 Supplemental Indenture No. 2 dated as of August 2, 1999, by and among Mack-Cali Realty, L.P., as issuer, and Wilmington Trust Company, as trustee (filed as Exhibit 4.4 to the Operating Partnership's Form 10-Q dated June 30, 1999 and incorporated herein by reference).
- 4.6 Supplemental Indenture No. 3 dated as of December 21, 2000, by and among Mack-Cali Realty, L.P., as issuer, and Wilmington Trust Company, as trustee (filed as Exhibit 4.2 to the Operating Partnership's Form 8-K dated December 21, 2000 and incorporated herein by reference).
- 4.7 Supplemental Indenture No. 4 dated as of January 29, 2001, by and among Mack-Cali Realty, L.P., as issuer, and Wilmington Trust Company, as trustee (filed as Exhibit 4.2 to the Operating Partnership's Form 8-K dated January 29, 2001 and incorporated herein by reference).
- 4.8 Supplemental Indenture No. 5 dated as of December 20, 2002, by and between Mack-Cali Realty, L.P., as issuer, and Wilmington Trust Company, as trustee (filed as Exhibit 4.2 to the Operating Partnership's Form 8-K dated December 20, 2002 and incorporated herein by reference).

- 4.9 Supplemental Indenture No. 6 dated as of March 14, 2003, by and between Mack-Cali Realty, L.P., as issuer, and Wilmington Trust Company, as trustee (filed as Exhibit 4.2 to the Company's Form 8-K dated March 14, 2003 and incorporated herein by reference).
- 4.10 Supplemental Indenture No. 7 dated as of June 12, 2003, by and between Mack-Cali Realty, L.P., as issuer, and Wilmington Trust Company, as trustee (filed as Exhibit 4.2 to the Company's Form 8-K dated June 12, 2003 and incorporated herein by reference).

64

<u>Exhibit Number</u>	<u>Exhibit Title</u>
4.11	Supplemental Indenture No. 8 dated as of February 9, 2004, by and between Mack-Cali Realty, L.P., as issuer, and Wilmington Trust Company, as trustee (filed as Exhibit 4.2 to the Company's Form 8-K dated February 9, 2004 and incorporated herein by reference).
4.12	Supplemental Indenture No. 9 dated as of March 22, 2004, by and between Mack-Cali Realty, L.P., as issuer, and Wilmington Trust Company, as trustee (filed as Exhibit 4.2 to the Company's Form 8-K dated March 22, 2004 and incorporated herein by reference).
4.13	Supplemental Indenture No. 10 dated as of January 25, 2005, by and between Mack-Cali Realty, L.P., as issuer, and Wilmington Trust Company, as trustee (filed as Exhibit 4.2 to the Company's Form 8-K dated January 25, 2005 and incorporated herein by reference).
4.14	Supplemental Indenture No. 11 dated as of April 15, 2005, by and between Mack-Cali Realty, L.P., as issuer, and Wilmington Trust Company, as trustee (filed as Exhibit 4.2 to the Company's Form 8-K dated April 15, 2005 and incorporated herein by reference).
4.15	Deposit Agreement dated March 14, 2003 by and among Mack-Cali Realty Corporation, EquiServe Trust Company, N.A., and the holders from time to time of the Depositary Receipts described therein (filed as Exhibit 4.1 to the Company's Form 8-K dated March 14, 2003 and incorporated herein by reference).
10.1	Amended and Restated Employment Agreement dated as of July 1, 1999 between Mitchell E. Hersh and Mack-Cali Realty Corporation (filed as Exhibit 10.2 to the Company's Form 10-Q dated June 30, 1999 and incorporated herein by reference).
10.2	Second Amended and Restated Employment Agreement dated as of July 1, 1999 between Timothy M. Jones and Mack-Cali Realty Corporation (filed as Exhibit 10.3 to the Company's Form 10-Q dated June 30, 1999 and incorporated herein by reference).
10.3	Second Amended and Restated Employment Agreement dated as of July 1, 1999 between Barry Lefkowitz and Mack-Cali Realty Corporation (filed as Exhibit 10.6 to the Company's Form 10-Q dated June 30, 1999 and incorporated herein by reference).
10.4	Second Amended and Restated Employment Agreement dated as of July 1, 1999 between Roger W. Thomas and Mack-Cali Realty Corporation (filed as Exhibit 10.7 to the Company's Form 10-Q dated June 30, 1999 and incorporated herein by reference).
10.5	Employment Agreement dated as of December 5, 2000 between Michael Grossman and Mack-Cali Realty Corporation (filed as Exhibit 10.5 to the Company's Form 10-K for the year ended December 31, 2000 and incorporated herein by reference).
10.6	Restricted Share Award Agreement dated as of July 1, 1999 between Mitchell E. Hersh and Mack-Cali Realty Corporation (filed as Exhibit 10.8 to the Company's Form 10-Q dated June 30, 1999 and incorporated herein by reference).

65

<u>Exhibit Number</u>	<u>Exhibit Title</u>
10.7	Restricted Share Award Agreement dated as of July 1, 1999 between Timothy M. Jones and Mack-Cali Realty Corporation (filed as Exhibit 10.9 to the Company's Form 10-Q dated June 30, 1999 and incorporated herein by reference).
10.8	Restricted Share Award Agreement dated as of July 1, 1999 between Barry Lefkowitz and Mack-Cali Realty Corporation (filed as Exhibit 10.12 to the Company's Form 10-Q dated June 30, 1999 and incorporated herein by reference).
10.9	Restricted Share Award Agreement dated as of July 1, 1999 between Roger W. Thomas and Mack-Cali Realty Corporation (filed as Exhibit 10.13 to the Company's Form 10-Q dated June 30, 1999 and incorporated herein by reference).

- 10.10 Restricted Share Award Agreement dated as of March 12, 2001 between Roger W. Thomas and Mack-Cali Realty Corporation (filed as Exhibit 10.10 to the Company's Form 10-Q dated March 31, 2001 and incorporated herein by reference).
- 10.11 Restricted Share Award Agreement dated as of March 12, 2001 between Michael Grossman and Mack-Cali Realty Corporation (filed as Exhibit 10.11 to the Company's Form 10-Q dated March 31, 2001 and incorporated herein by reference).
- 10.12 Restricted Share Award Agreement effective as of January 2, 2003 by and between Mack-Cali Realty Corporation and Mitchell E. Hersh (filed as Exhibit 10.1 to the Company's Form 8-K dated January 2, 2003 and incorporated herein by reference).
- 10.13 Tax Gross Up Agreement effective as of January 2, 2003 by and between Mack-Cali Realty Corporation and Mitchell E. Hersh (filed as Exhibit 10.2 to the Company's Form 8-K dated January 2, 2003 and incorporated herein by reference).
- 10.14 First Amendment effective as of January 2, 2003 to the Restricted Share Award Agreement dated July 1, 1999 between Mack-Cali Realty Corporation and Mitchell E. Hersh (filed as Exhibit 10.3 to the Company's Form 8-K dated January 2, 2003 and incorporated herein by reference).
- 10.15 Restricted Share Award Agreement effective as of January 2, 2003 by and between Mack-Cali Realty Corporation and Timothy M. Jones (filed as Exhibit 10.4 to the Company's Form 8-K dated January 2, 2003 and incorporated herein by reference).
- 10.16 Tax Gross Up Agreement effective as of January 2, 2003 by and between Mack-Cali Realty Corporation and Timothy M. Jones (filed as Exhibit 10.5 to the Company's Form 8-K dated January 2, 2003 and incorporated herein by reference).
- 10.17 First Amendment effective as of January 2, 2003 to the Restricted Share Award Agreement dated July 1, 1999 between Mack-Cali Realty Corporation and Timothy M. Jones (filed as Exhibit 10.6 to the Company's Form 8-K dated January 2, 2003 and incorporated herein by reference).

**Exhibit
Number**

Exhibit Title

- 10.18 Restricted Share Award Agreement effective as of January 2, 2003 by and between Mack-Cali Realty Corporation and Barry Lefkowitz (filed as Exhibit 10.7 to the Company's Form 8-K dated January 2, 2003 and incorporated herein by reference).
- 10.19 Tax Gross Up Agreement effective as of January 2, 2003 by and between Mack-Cali Realty Corporation and Barry Lefkowitz (filed as Exhibit 10.8 to the Company's Form 8-K dated January 2, 2003 and incorporated herein by reference).
- 10.20 First Amendment effective as of January 2, 2003 to the Restricted Share Award Agreement dated July 1, 1999 between Mack-Cali Realty Corporation and Barry Lefkowitz (filed as Exhibit 10.9 to the Company's Form 8-K dated January 2, 2003 and incorporated herein by reference).
- 10.21 Restricted Share Award Agreement effective as of January 2, 2003 by and between Mack-Cali Realty Corporation and Roger W. Thomas (filed as Exhibit 10.10 to the Company's Form 8-K dated January 2, 2003 and incorporated herein by reference).
- 10.22 Tax Gross Up Agreement effective as of January 2, 2003 by and between Mack-Cali Realty Corporation and Roger W. Thomas (filed as Exhibit 10.11 to the Company's Form 8-K dated January 2, 2003 and incorporated herein by reference).
- 10.23 First Amendment effective as of January 2, 2003 to the Restricted Share Award Agreement dated July 1, 1999 between Mack-Cali Realty Corporation and Roger W. Thomas (filed as Exhibit 10.12 to the Company's Form 8-K dated January 2, 2003 and incorporated herein by reference).
- 10.24 First Amendment effective as of January 2, 2003 to the Restricted Share Award Agreement dated March 12, 2001 between Mack-Cali Realty Corporation and Roger W. Thomas (filed as Exhibit 10.13 to the Company's Form 8-K dated January 2, 2003 and incorporated herein by reference).
- 10.25 Restricted Share Award Agreement effective as of January 2, 2003 by and between Mack-Cali Realty Corporation and Michael A. Grossman (filed as Exhibit 10.14 to the Company's Form 8-K dated January 2, 2003 and incorporated herein by reference).
- 10.26 Tax Gross Up Agreement effective as of January 2, 2003 by and between Mack-Cali Realty Corporation and Michael A. Grossman (filed as Exhibit 10.15 to the Company's Form 8-K dated January 2, 2003 and incorporated herein by reference).
- 10.27 Restricted Share Award Agreement dated December 6, 1999 by and between Mack-Cali Realty Corporation and Michael A. Grossman (filed as Exhibit 10.16 to the Company's Form 8-K dated January 2, 2003 and incorporated herein by reference).

<u>Exhibit Number</u>	<u>Exhibit Title</u>
10.28	First Amendment effective as of January 2, 2003 to the Restricted Share Award Agreement dated December 6, 1999 between Mack-Cali Realty Corporation and Michael A. Grossman (filed as Exhibit 10.17 to the Company's Form 8-K dated January 2, 2003 and incorporated herein by reference).
10.29	First Amendment effective as of January 2, 2003 to the Restricted Share Award Agreement dated March 12, 2001 between Mack-Cali Realty Corporation and Michael A. Grossman (filed as Exhibit 10.18 to the Company's Form 8-K dated January 2, 2003 and incorporated herein by reference).
10.30	Restricted Share Award Agreement effective as of December 2, 2003 by and between Mack-Cali Realty Corporation and Mitchell E. Hersh (filed as Exhibit 10.1 to the Company's Form 8-K dated December 2, 2003 and incorporated herein by reference).
10.31	Tax Gross Up Agreement effective as of December 2, 2003 by and between Mack-Cali Realty Corporation and Mitchell E. Hersh (filed as Exhibit 10.2 to the Company's Form 8-K dated December 2, 2003 and incorporated herein by reference).
10.32	Restricted Share Award Agreement effective as of December 2, 2003 by and between Mack-Cali Realty Corporation and Timothy M. Jones (filed as Exhibit 10.3 to the Company's Form 8-K dated December 2, 2003 and incorporated herein by reference).
10.33	Tax Gross Up Agreement effective as of December 2, 2003 by and between Mack-Cali Realty Corporation and Timothy M. Jones (filed as Exhibit 10.4 to the Company's Form 8-K dated December 2, 2003 and incorporated herein by reference).
10.34	Restricted Share Award Agreement effective as of December 2, 2003 by and between Mack-Cali Realty Corporation and Barry Lefkowitz (filed as Exhibit 10.5 to the Company's Form 8-K dated December 2, 2003 and incorporated herein by reference).
10.35	Tax Gross Up Agreement effective as of December 2, 2003 by and between Mack-Cali Realty Corporation and Barry Lefkowitz (filed as Exhibit 10.6 to the Company's Form 8-K dated December 2, 2003 and incorporated herein by reference).
10.36	Restricted Share Award Agreement effective as of December 2, 2003 by and between Mack-Cali Realty Corporation and Roger W. Thomas (filed as Exhibit 10.7 to the Company's Form 8-K dated December 2, 2003 and incorporated herein by reference).
10.37	Tax Gross Up Agreement effective as of December 2, 2003 by and between Mack-Cali Realty Corporation and Roger W. Thomas (filed as Exhibit 10.8 to the Company's Form 8-K dated December 2, 2003 and incorporated herein by reference).
10.38	Restricted Share Award Agreement effective as of December 2, 2003 by and between Mack-Cali Realty Corporation and Michael Grossman (filed as Exhibit 10.9 to the Company's Form 8-K dated December 2, 2003 and incorporated herein by reference).

<u>Exhibit Number</u>	<u>Exhibit Title</u>
10.39	Tax Gross Up Agreement effective as of December 2, 2003 by and between Mack-Cali Realty Corporation and Michael Grossman (filed as Exhibit 10.10 to the Company's Form 8-K dated December 2, 2003 and incorporated herein by reference).
10.40	Restricted Share Award Agreement effective December 7, 2004 by and between Mack-Cali Realty Corporation and Mitchell E. Hersh (filed as Exhibit 10.2 to the Company's Form 8-K dated December 7, 2004 and incorporated herein by reference).
10.41	Tax Gross Up Agreement effective December 7, 2004 by and between Mack-Cali Realty Corporation and Mitchell E. Hersh (filed as Exhibit 10.3 to the Company's Form 8-K dated December 7, 2004 and incorporated herein by reference).
10.42	Restricted Share Award Agreement effective December 7, 2004 by and between Mack-Cali Realty Corporation and Barry Lefkowitz (filed as Exhibit 10.4 to the Company's Form 8-K dated December 7, 2004 and incorporated herein by reference).
10.43	Tax Gross Up Agreement effective December 7, 2004 by and between Mack-Cali Realty Corporation and Barry Lefkowitz (filed as Exhibit 10.5 to the Company's Form 8-K dated December 7, 2004 and incorporated herein by reference).

- 10.44 Restricted Share Award Agreement effective December 7, 2004 by and between Mack-Cali Realty Corporation and Roger W. Thomas (filed as Exhibit 10.6 to the Company's Form 8-K dated December 7, 2004 and incorporated herein by reference).
- 10.45 Tax Gross Up Agreement effective December 7, 2004 by and between Mack-Cali Realty Corporation and Roger W. Thomas (filed as Exhibit 10.7 to the Company's Form 8-K dated December 7, 2004 and incorporated herein by reference).
- 10.46 Restricted Share Award Agreement effective December 7, 2004 by and between Mack-Cali Realty Corporation and Michael A. Grossman (filed as Exhibit 10.8 to the Company's Form 8-K dated December 7, 2004 and incorporated herein by reference).
- 10.47 Tax Gross Up Agreement effective December 7, 2004 by and between Mack-Cali Realty Corporation and Michael A. Grossman (filed as Exhibit 10.9 to the Company's Form 8-K dated December 7, 2004 and incorporated herein by reference).
- 10.48 Amended and Restated Revolving Credit Agreement dated as of September 27, 2002, among Mack-Cali Realty, L.P. and JPMorgan Chase Bank, Fleet National Bank and Other Lenders Which May Become Parties Thereto with JPMorgan Chase Bank, as administrative agent, swing lender and fronting bank, Fleet National Bank and Commerzbank AG, New York and Grand Cayman branches as syndication agents, Bank of America, N.A. and Wells Fargo Bank, National Association, as documentation agents, and J.P. Morgan Securities Inc. and Fleet Securities, Inc. as arrangers (filed as Exhibit 10.1 to the Company's Form 8-K dated September 27, 2002 and incorporated herein by reference).

69

<u>Exhibit Number</u>	<u>Exhibit Title</u>
10.49	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 the Company's Form 8-K dated November 23, 2004 and incorporated herein by reference).
10.50	Amended and Restated Master Loan Agreement dated as of November 12, 2004 among Mack-Cali Realty, L.P., and Affiliates of Mack-Cali Realty Corporation and Mack-Cali Realty, L.P., as Borrowers, Mack-Cali Realty Corporation and Mack-Cali Realty L.P., as Guarantors and The Prudential Insurance Company of America, as Lender (filed as Exhibit 10.1 to the Company's Form 8-K dated November 12, 2004 and incorporated herein by reference).
10.51	Contribution and Exchange Agreement among The MK Contributors, The MK Entities, The Patriot Contributors, The Patriot Entities, Patriot American Management and Leasing Corp., Cali Realty, L.P. and Cali Realty Corporation, dated September 18, 1997 (filed as Exhibit 10.98 to the Company's Form 8-K dated September 19, 1997 and incorporated herein by reference).
10.52	First Amendment to Contribution and Exchange Agreement, dated as of December 11, 1997, by and among the Company and the Mack Group (filed as Exhibit 10.99 to the Company's Form 8-K dated December 11, 1997 and incorporated herein by reference).
10.53	Employee Stock Option Plan of Mack-Cali Realty Corporation (filed as Exhibit 10.1 to the Company's Post-Effective Amendment No. 1 to Form S-8, Registration No. 333-44443, and incorporated herein by reference).
10.54	Director Stock Option Plan of Mack-Cali Realty Corporation (filed as Exhibit 10.2 to the Company's Post-Effective Amendment No. 1 to Form S-8, Registration No. 333-44443, and incorporated herein by reference).
10.55	2000 Employee Stock Option Plan (filed as Exhibit 10.1 to the Company's Registration Statement on Form S-8, Registration No. 333-52478, and incorporated herein by reference), as amended by the First Amendment to the 2000 Employee Stock Option Plan (filed as Exhibit 10.17 to the Company's Form 10-Q dated June 30, 2002 and incorporated herein by reference).
10.56	Amended and Restated 2000 Director Stock Option Plan (filed as Exhibit 10.2 to the Company's Post-Effective Amendment No. 1 to Registration Statement on Form S-8, Registration No. 333-100244, and incorporated herein by reference).
10.57	Mack-Cali Realty Corporation 2004 Incentive Stock Plan (filed as Exhibit 10.1 to the Company's Registration Statement on Form S-8, Registration No. 333-116437, and incorporated herein by reference).

70

<u>Exhibit Number</u>	<u>Exhibit Title</u>
10.58	Deferred Compensation Plan for Directors (filed as Exhibit 10.1 to the Company's Registration Statement on Form S-8, Registration No. 333-80081, and incorporated herein by reference).
10.59	Form of Indemnification Agreement by and between Mack-Cali Realty Corporation and each of William L. Mack, John J. Cali, Mitchell E. Hersh, David S. Mack, John R. Cali, Alan S. Bernikow, Brendan T. Byrne, Martin D. Gruss, Nathan Gantcher, Vincent Tese, Roy J. Zuckerberg, Alan G. Philibosian, Irvin D. Reid, Robert F. Weinberg, Timothy M. Jones, Barry Lefkowitz, Roger W. Thomas, Michael A. Grossman, James Clabby, Anthony Krug, Dean Cingolani, Anthony DeCaro Jr., Mark Durno, William Fitzpatrick, John Kropke, Nicholas Mitarotonda, Jr., Michael Nevins, Virginia Sobol, Albert Spring and Daniel Wagner (filed as Exhibit 10.28 to the Company's Form 10-Q dated September 30, 2002 and incorporated herein by reference).
10.60	Indemnification Agreement dated October 22, 2002 by and between Mack-Cali Realty Corporation and John Crandall (filed as Exhibit 10.29 to the Company's Form 10-Q dated September 30, 2002 and incorporated herein by reference).
10.61	Second Amendment to Contribution and Exchange Agreement, dated as of June 27, 2000, between RMC Development Company, LLC f/k/a Robert Martin Company, LLC, Robert Martin Eastview North Company, L.P., the Company and the Operating Partnership (filed as Exhibit 10.44 to the Company's Form 10-K dated December 31, 2002 and incorporated herein by reference.)
10.62	Limited Partnership Agreement of Meadowlands Mills/Mack-Cali Limited Partnership by and between Meadowlands Mills Limited Partnership, Mack-Cali Meadowlands Entertainment L.L.C. and Mack-Cali Meadowlands Special L.L.C. dated November 25, 2003 (filed as Exhibit 10.1 to the Company's Form 8-K dated December 3, 2003 and incorporated herein by reference).
10.63	Redevelopment Agreement by and between the New Jersey Sports and Exposition Authority and Meadowlands Mills/Mack-Cali Limited Partnership dated December 3, 2003 (filed as Exhibit 10.2 to the Company's Form 8-K dated December 3, 2003 and incorporated herein by reference).
10.64	First Amendment to Redevelopment Agreement by and between the New Jersey Sports and Exposition Authority and Meadowlands Mills/Mack-Cali Limited Partnership dated October 5, 2004 (filed as Exhibit 10.54 to the Company's Form 10-Q dated September 30, 2004 and incorporated herein by reference).
10.65	Letter Agreement by and between Mack-Cali Realty Corporation and The Mills Corporation dated October 5, 2004 (filed as Exhibit 10.55 to the Company's Form 10-Q dated September 30, 2004 and incorporated herein by reference).
10.66*	First Amendment to Limited Partnership Agreement of Meadowlands Mills/Mack-Cali Limited Partnership by and between Meadowlands Mills Limited Partnership, Mack-Cali Meadowlands Entertainment L.L.C. and Mack-Cali Meadowlands Special L.L.C. dated as of June 30, 2005.

<u>Exhibit Number</u>	<u>Exhibit Title</u>
31.1*	Certification of the Company's President and Chief Executive Officer, Mitchell E. Hersh, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
31.2*	Certification of the Company's Chief Financial Officer, Barry Lefkowitz, pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.
32.1*	Certification of the Company's President and Chief Executive Officer, Mitchell E. Hersh, and the Company's Chief Financial Officer, Barry Lefkowitz, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

*filed herewith

**FIRST AMENDMENT TO
LIMITED PARTNERSHIP AGREEMENT
OF
MEADOWLANDS MILLS/MACK-CALI LIMITED PARTNERSHIP**

THIS FIRST AMENDMENT TO LIMITED PARTNERSHIP AGREEMENT OF MEADOWLANDS MILLS/MACK-CALI LIMITED PARTNERSHIP (this “**First Amendment**”) is entered into as of this 30th day of June, 2005 (the “**First Amendment Effective Date**”), by and between (i) MEADOWLANDS MILLS LIMITED PARTNERSHIP, a Delaware limited partnership (“**Mills**”), as both a general partner and a limited partner, (ii) MACK-CALI MEADOWLANDS ENTERTAINMENT L.L.C., a New Jersey limited liability company (“**MC Partner**”), as a limited partner, and (iii) MACK-CALI MEADOWLANDS SPECIAL L.L.C., a New Jersey limited liability company (“**Special General Partner**” or “**MCGP**”), as the Special General Partner. Mills also shall hereinafter be referred to as the “**Mills Partner**” or the “**Managing General Partner**” and MC Partner and Special General Partner, together, shall hereinafter be referred to as the “**Mack-Cali Partners**” or the “**MC Partners**.”

RECITALS

WHEREAS, pursuant to the Certificate filed in the Office of the Secretary of State of Delaware on October 10, 2003, the Partners formed Meadowlands Mills/Mack-Cali Limited Partnership (the “**Partnership**”) as a limited partnership pursuant to the provisions of the Delaware LP Act;

WHEREAS, in connection with the formation of the Partnership, Mills and the MC Partners entered into that certain Limited Partnership Agreement of Meadowlands Mills/Mack-Cali Limited Partnership (the “**Initial Agreement**”) executed on November 25, 2003 and effective on the Effective Date;

WHEREAS, subsequent to the execution of the Initial Agreement, the Partners entered into that certain letter agreement dated as of December 22, 2003 (the “**December 2003 Letter Agreement**”) addressing certain changes to the Initial Agreement due to certain scrivener’s errors, as more particularly described in the December 2003 Letter Agreement (the Initial Agreement, as amended by the December 2003 Letter Agreement, is referred to herein as the “**Original Agreement**”);

WHEREAS, prior to the First Amendment Effective Date and pursuant to that certain Consent of Partners dated October 5, 2004, the Partnership entered into the following documents: (i) that certain First Amendment to Redevelopment Agreement dated as of October 5, 2004 (the “**RDA First Amendment**”) by and between the NJSEA and the Partnership, (ii) that certain Agreement dated as of October 5, 2004 (the “**WMB Agreement**”) by and between the NJSEA and the Partnership memorializing the understanding of such parties signatory thereto with respect to the Empire Tract and the Wetlands Mitigation Bank (as defined therein) (such WMB Agreement is also referred to in the RDA First Amendment as the “**WMB Agreement**”),

(iii) that certain Master Ground Lease dated as of October 5, 2004 (the “**Master Ground Lease**”), by and between the NJSEA, as the landlord thereunder, and the Partnership, as the tenant thereunder, respecting the lease of the Development Land, (iv) that certain Conservancy Trust Agreement dated as of October 5, 2004 (the “**Conservancy Trust Agreement**”) by and between the Partnership and the Meadowlands Conservation Trust (the “**Conservation Trust**”);

WHEREAS, concurrently with the execution of the agreements set forth in the immediately preceding Recital and in order to set forth certain understandings of the Partners in connection with an Unwind Event (as defined in the Redevelopment Agreement) and in order to set forth the Partners’ agreement to enter into this First Amendment, representatives of the Partners entered into that certain letter agreement dated as of October 5, 2004 addressed to Mr. Kenneth Parent of TMC from Mitchell E. Hersh of MCRC (the “**October 5th Letter Agreement**”);

WHEREAS, prior to the First Amendment Effective Date and pursuant to that certain Consent of Partners dated October 7, 2004, the Partnership also entered into the following documents: (i) that certain Purchase Agreement dated as of October 8, 2004 between the Partnership and Empire (the “**Empire Purchase Agreement**”) providing for, among other things, the sale of Empire’s interest in the Empire Tract to the Partnership (or its subsidiary) for an aggregate purchase price paid to Empire of \$17,850,000 together with the payment to Empire of the Special Fee described on **Exhibit K** attached to the Original Agreement in the amount of \$1,000,000, (ii) that certain Purchase Agreement dated as of October 8, 2004 between the Partnership and Lazare (the “**Lazare Purchase Agreement**”) providing for, among other things, the sale by Lazare of Lazare’s right to acquire a capital interest as a limited partner in the Partnership for an aggregate purchase price paid to Lazare of \$7,650,000, together with the payment to Lazare of the Special Fee described on **Exhibit K** attached to the Original Agreement in the amount of \$500,000, (iii) that certain letter agreement dated as of October 8, 2004 between the Partnership and Lazare (the “**Lazare Letter Agreement**”), providing for the Partnership to pay a consulting fee of \$80,000 per year (the “**Revised Lazare Consulting Fee**”) until the occurrence of certain events or dates as provided in such letter agreement, (iv) that certain letter agreement dated as of October 8, 2004 between the Partnership and Terminal Construction Company (“**Terminal**”), providing for the payment to Terminal of the Special Fee described on **Exhibit K** attached to the Original Agreement in the amount of \$500,000, (v) that certain Mutual General Release dated as of October 8, 2004 among Empire, Lazare, the Partnership, the Kan Am Partners, Mills and Mills LLC, and (vi) that certain General Assignment dated as of October 8, 2004 between the Partnership and Empire (the agreements described in this Recital are collectively referred to herein as the “**Empire Tract Agreements**”);

WHEREAS, from and after the execution of the Lazare Letter Agreement, all references in the Original Agreement (as herein amended) to “**Lazare Consulting Fee**” shall mean and refer to the Revised Lazare

Consulting Fee and the Lazare Consulting Fee shall be payable by the Partnership pursuant to Section 9.9 of the Original Agreement as and to the extent provided in the Lazare Letter Agreement;

WHEREAS, the Partnership is obligated, under Paragraph 8 of the Conservancy Trust Agreement, to pay an annual payment in the amount of \$100,000 (the “**WMB Annual**

2

Payment”) to the Conservation Trust for a maximum time period of 75 years as more particularly provided in the Conservancy Trust Agreement;

WHEREAS, until no longer payable pursuant to the Conservancy Trust Agreement, the WMB Annual Payment shall be an expense of the Partnership and shall be included automatically in the Development Budget and all subsequent Budgets and, therefore, the inclusion thereof in a Budget shall not require the Approval of the Partners;

WHEREAS, prior to the First Amendment Effective Date and pursuant to the WMB Agreement, the Conservancy Trust Agreement and the Empire Tract Agreements, the Empire Tract was conveyed to the Conservation Trust and the amounts contemplated in the Empire Tract Agreements that were required to be paid by the Partnership and/or Mills Partner in connection with such conveyance were so paid (and the Lazare Consulting Fee shall hereinafter be paid pursuant to Section 9.9 of the Original Agreement as and to the extent provided in the Lazare Letter Agreement, and the WMB Annual Payment shall hereinafter be paid as and to the extent provided in the Conservancy Trust Agreement);

WHEREAS, as a result of the consummation of the transactions contemplated in the Empire Tract Agreements, the Partnership’s only surviving financial obligations to Empire, Terminal or Lazare are set forth in the Lazare Letter Agreement;

WHEREAS, pursuant to a written consent of the Partners, the Partners entered into that certain Second Amendment to Redevelopment Agreement by and between the NJSEA and the Partnership dated as of March 15, 2005 to be effective as of November 26, 2004;

WHEREAS, pursuant to a written consent of the Partners, the Partners entered into that certain Third Amendment to Redevelopment Agreement by and between the NJSEA and the Partnership dated as of May 23, 2005 to be effective as of March 30, 2005;

WHEREAS, concurrently with the execution of this First Amendment, the Partners are entering into that certain Fourth Amendment to Redevelopment Agreement by and between the NJSEA and the Partnership dated on or about the First Amendment Effective Date (the “**Fourth RDA Amendment**”); and

WHEREAS, the Partners desire to enter into this First Amendment to amend the Original Agreement to address certain matters arising out of the execution of the agreements and the transactions described above and to address certain other matters, as hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing, and of the covenants and agreements hereinafter set forth, it is hereby agreed as follows:

1. **Incorporation of Recitals.** The foregoing Recitals to this First Amendment are hereby incorporated in and made a part of this First Amendment to the same extent as if set forth in full herein.
2. **Defined Terms.** Each capitalized term used herein but not defined herein shall have the meaning ascribed to it in the Original Agreement.

3

-
3. **Revised Definitions (Section 1.1 of Original Agreement).** The definitions of Unrecovered Empire Tract Costs, Unreturned MC Partner Capital Contributions Account and Unreturned Mills Partner Capital Contributions Account set forth in Section 1.1 of the Original Agreement are hereby deleted in their entirety and the following definitions substituted in their stead:

“**Unrecovered Empire Tract Costs**” shall mean the amount of \$60,000,000 (such \$60,000,000 being determined as provided in Section 4.C. of the First Amendment) less reductions pursuant to Section 6.6(vi) (including any reductions pursuant to Section 6.6(vi) in connection with any deemed distribution pursuant to Section 10.6.7.1).

“**Unreturned MC Partner Capital Contributions Account**” shall mean an account maintained for internal bookkeeping purposes by the Partnership for the Mack-Cali Partners, which account, as of any date, shall equal the sum of all capital contributed by the Mack-Cali Partners as of such date, reduced (but not below zero) by all Partnership distribution to the Mack-Cali Partners pursuant to Sections 5.2.4(j), 6.6(v), 6.7.3.3.1(i), 6.7.3.3.1(iii), 6.7.3.3.2(i), 6.7.3.3.2(ii) and 6.7.3.3.2(iv) and by all deemed Partnership distributions to the Mack-Cali Partners pursuant to Section 10.6.7.1 that are deemed to be distributed pursuant to Section 6.6(v).

“**Unreturned Mills Partner Capital Contributions Account**” shall mean an account maintained for internal bookkeeping purposes by the Partnership for the Mills Partner, which

account, as of any date shall equal the sum of all capital contributed by the Mills Partner as of such date, reduced (but not below zero) by all Partnership distributions to Mills Partner pursuant to Sections 5.2.4(e), 6.6(iv), 6.6(v), 6.6(vi), 6.7.2.1, 6.7.3.3.1(i), 6.7.3.3.1(ii), 6.7.3.3.1(iii), 6.7.3.3.1(iv), 6.7.3.3.2(ii), 6.7.3.3.2(iii), 6.7.3.3.2(iv) and 6.7.3.3.2(v) of this Agreement and as provided in subclauses (ii) and (iii) of the second sentence of Section 4.C of the First Amendment, and by all deemed Partnership distributions to Mills Partner pursuant to Section 10.6.7.1 that are deemed to be distributed pursuant to Sections 6.6(iv), 6.6(v) or 6.6(vi).

4. **Empire Tract.**

A. **Conveyance of Empire Tract.** Prior to the First Amendment Effective Date, in accordance with the WMB Agreement, the Conservancy Trust Agreement and the Empire Tract Agreements and as contemplated by Section 6.10.5 of the Original Agreement, the Mills Partner acquired the Empire/Lazare Partnership Interest, including the Empire/Lazare Participation and caused the Empire Tract to be conveyed by Empire to a subsidiary of the Partnership which, in turn, conveyed the Empire Tract to the Conservation Trust. As a result thereof, the Original Agreement shall be amended as follows:

4

(i) **Section 6.10.** The second and third sentences of Section 6.10 of the Original Agreement are hereby deleted in their entirety and the following substituted in their stead:

Pursuant to the Redevelopment Agreement, the Empire Tract will not be developed with an entertainment/retail complex as originally contemplated by the terms of the Mills LP Agreement, but, rather, prior to the First Amendment Effective Date, Mills and the Partnership caused the Empire Tract to be conveyed to the Meadowlands Conservation Trust pursuant to the WMB Agreement. In connection therewith, the Partnership shall receive certain WMB Purchase Price Proceeds (as hereinafter defined), may receive certain Alternative Sublease Rent (as hereinafter defined) and may realize certain Development Cost Savings (as hereinafter defined).

(ii) **Section 6.10.1.** The payment of the Empire/Lazare Participation contemplated in Section 6.10.1 of the Original Agreement shall no longer occur and, as a result thereof, Sections 6.5 and 6.6 of the Original Agreement shall be amended as provided in Sections 5 and 6 of this First Amendment.

(iii) **Section 6.10.2.** Section 6.10.2 of the Original Agreement is hereby deleted in its entirety and the following substituted in its stead:

6.10.2 All amounts received (cash or other consideration) by or on behalf of the Partnership on account of the Empire Tract, including WMB Purchase Price Proceeds and Alternative Sublease Rent, shall be distributed and/or allocated and accounted for, as applicable, pursuant to Section 6.7.2 and the subsections thereof.

(iv) **Section 6.10.4.** Section 6.10.4 of the Original Agreement is hereby deleted in its entirety and the following substituted in its stead:

6.10.4 From and after the First Amendment Effective Date, no Special Fees shall be payable by the Partnership (as such Special Fees were paid in connection with the consummation of the transactions under the Empire Purchase Agreement), and the Consulting Fee shall be paid by the Partnership in accordance with Section 9.9, as and to the extent provided in the Lazare Letter Agreement, utilizing the funding provided under the second sentence of Section 5.2.3 hereof.

(v) **Deletion of Exhibit B of the Original Agreement.** **Exhibit B** to the Original Agreement and all references thereto in the Original Agreement are hereby deleted.

5

B. **Prior Treatment of Empire Tract Costs.** The Original Agreement contemplated that, should the Partnership enter into transactions involving the Empire Tract, the proceeds received by the Partnership from such transactions would be in the form of cash and, in such event (as more particularly provided in Section 6.7.2 of the Original Agreement), such proceeds would be distributed first to the Mills Partner until such time as the aggregate proceeds received by the Mills Partner were equal to the aggregate amount of the Empire Tract Costs, with the remainder, if any, to be distributed to the Partners as if such proceeds were received in connection with a Major Capital Event. The Original Agreement also contemplated that the Unrecovered Empire Tract Costs and the Unreturned Mills Partner Capital Contributions Account would be reduced, as applicable, in connection with such distributions of proceeds.

C. **Current Treatment of Empire Tract Costs.** The Partners now anticipate that the Partnership may receive, in addition to cash proceeds from transactions involving the Empire Tract (such cash proceeds to be referred to herein as the “WMB Purchase Price Proceeds” and the amount of such cash proceeds to be equal to the Purchase Price, as defined in the WMB Agreement and referred to herein as the “WMB Purchase Price”), other consideration in connection with such transactions consisting of

Alternative Sublease Rent and Development Cost Savings. The Partners hereby agree that (i) the Unrecovered Empire Tract Costs, effective as of the First Amendment Effective Date, shall be reduced to the amount of \$60,000,000 (the Partners hereby acknowledge and agree that the Unreturned Mills Partner Capital Contributions Account shall not change as a result of such reduction), and (ii) upon receipt and distribution of the WMB Purchase Price Proceeds, the Unreturned Mills Partner Capital Contributions Account shall be reduced by the amount of the WMB Purchase Price, (iii) upon receipt and distribution of Alternative Sublease Rent, the Unreturned Mills Partner Capital Contributions Account shall be reduced by the applicable amount of the Alternative Sublease Rent, (iv) there shall be no reduction of the Unreturned Mills Partner Capital Contributions Account on account of the occurrence of any Development Cost Savings, and (v) the amount of the Unrecovered Empire Tract Costs shall not be reduced on account of the receipt and distribution of any of the WMB Purchase Price Proceeds, Alternative Sublease Rent or Development Cost Savings. As a result, Section 6.7.2 of the Original Agreement is hereby deleted in its entirety, and the following is substituted in its stead:

6.7.2 **Transactions Involving the Empire Tract.** Notwithstanding anything to the contrary in Section 6.6, WMB Purchase Price Proceeds derived from or in connection with a transaction involving the Empire Tract as described in Section 6.10 and as described in this Section 6.7.2, shall be allocated and distributed as hereinafter provided in this Section 6.7.2.

6.7.2.1 **Cash Proceeds Received from the NJSEA or an Alternative Sublease.** Should WMB Purchase Price Proceeds or Alternative Sublease Rent be received by the Partnership, then WMB Purchase Price Proceeds received from the NJSEA or net Alternative Sublease Rent (that is,

6

Alternative Sublease Rent after payment of all costs incurred in connection with the procurement of such Alternative Sublease (including leasing commissions paid to third parties that are not Affiliated with Mills Partner, tenant inducements, allowances or buildout)), as applicable, shall be allocated and distributed to the Mills Partner.

The RDA First Amendment contemplates that, on the Development Rights Fee Funding Date (as defined in the RDA First Amendment), the NJSEA shall authorize release from the Fee Escrow (as defined in the RDA First Amendment) a payment to the Partnership in the amount of the WMB Purchase Price. The Partners acknowledge and agree that such payment shall constitute WMB Purchase Price Proceeds notwithstanding that the source of such payment was the Development Rights Fee paid by the Partnership to the NJSEA.

As used herein, an “**Alternative Lease Transaction**” shall mean a lease transaction wherein the Partnership, a subsidiary of the Partnership, a Sibling Entity or a Component Entity, as applicable, as tenant (an “**Alternative Lease Tenant**”), leases land (the “**Alternative Lease Premises**”) from a third party as a direct result of an alternative to the creation of a wetlands mitigation bank on the Empire Tract. As used herein, an “**Alternative Sublease**” shall mean a sublease between the Alternative Lease Tenant, as sublandlord, and a third party, as subtenant, of all or a portion of the Alternative Lease Premises, and “**Alternative Sublease Rent**” shall mean rent payable by a subtenant under an Alternative Sublease.

6.7.2.2 **Development Cost Savings Realized.** It is anticipated that the NJSEA shall relieve the Partnership of certain development or payment obligations under the Redevelopment Agreement (such relief, “**Development Cost Savings**” and the occurrence of such relief, a “**Development Cost Savings Event**”). Neither the Unrecovered Empire Tract Costs nor the Unreturned Mills Partner Capital Contributions Account shall be reduced upon or in connection with the occurrence of a Development Cost Savings Event.

5. **Section 6.5.** Section 6.5 of the Original Agreement is hereby deleted in its entirety and the following is hereby substituted in its stead:

6.5 **Distribution of Net Ordinary Cash Flow.** Except as otherwise provided in Sections 6.7, 6.8, 6.10 and 13.2.4, the Partnership shall distribute Net Ordinary Cash Flow to the Partners (after payment of any (a) NJSEA Profit Participation,

7

(b) accrued but unpaid interest and then unpaid principal on any outstanding Default Loans, (c) accrued but unpaid interest and then unpaid principal on any Partners Loans, or portions thereof, that are not subject to Section 5.3.1.2, and (d) accrued but unpaid return on any Guaranty Payment that is not an Equity Guaranty Payment and then the unpaid portion of the Guaranty Payment) as and when reasonably determined by the Managing General Partner in accordance with applicable Budgets, but not less frequently than quarterly, in the following order of priority:

(i) First, to the Mills Partner in payment of any accrued but unpaid Mills Return;

- (ii) Second, to the Mack-Cali Partners in payment of any accrued but unpaid MC Return;
- (iii) Intentionally omitted;
- (iv) Intentionally omitted; and
- (v) Third, to the Partners in proportion to their respective Percentage Interests.

6. **Section 6.6** Section 6.6 of the Original Agreement is hereby deleted in its entirety and the following is hereby substituted in its stead:

6.6 **Distributions Upon Major Capital Event** Except as otherwise provided in Sections 6.7, 6.8, 6.10 and Section 13.2.4, Major Capital Event Proceeds shall be allocated and distributed among the Partners (after payment of any: (a) accrued but unpaid interest and then unpaid principal on any outstanding Default Loans; (b) accrued but unpaid interest and then unpaid principal on any Partners Loans, or portions thereof, that are not subject to Section 5.3.1.2; and (c) accrued but unpaid return on any Guaranty Payment that is not an Equity Guaranty Payment and then the unpaid portion of the Guaranty Payment), on a cumulative basis, as follows:

- (i) First, to the Mills Partner in payment of any accrued but unpaid Mills Return;
- (ii) Second, to the Mack-Cali Partners in payment of any accrued but unpaid MC Return;
- (iii) Intentionally omitted;
- (iv) Third, to the Mills Partner until the Unreturned Mills Partner Capital Contributions Account (for this purpose, reduced by any Unrecovered Empire Tract Costs) is reduced to \$130,000,000 or such lesser amount as shall be determined under Section 5.2.3.2(a) or such greater amount as shall be determined under Section 5.2.3.3.(a);

8

-
- (v) Fourth, to the Mills Partner and the Mack-Cali Partners in proportion to their respective Percentage Interests until the Unreturned MC Partner Capital Contributions Account is reduced to zero;
 - (vi) Fifth, to the Mills Partner, until its Unreturned Mills Partner Capital Contributions Account is reduced to zero;
 - (vii) Intentionally omitted; and
 - (viii) Sixth, to the Partners in proportion to their respective Percentage Interests.

7. **Article 10: Take Down of Hotel Component** Article 10 of the Original Agreement contemplated that the MC Partners may develop the Hotel Component in 2 phases utilizing 2 Component Entities, each with a hotel of not less than 260 rooms. The Component Lease for the Hotel Component being executed concurrently with this First Amendment requires the Hotel Component to be Taken Down and developed as one Component, rather than in 2 phases or Components. Therefore, the Partners acknowledge and agree that the MC Partners may not Take Down or develop the Hotel Component in phases but, rather, any Take Down of the Hotel Component shall require a Take Down and development of the entire Hotel Component (such development to be subject to the third sentence of Section 10.2.1 of the Original Agreement, as amended as provided in Section 7.A of this First Amendment), and all references in the Original Agreement to a Take Down or development of the Hotel Component in phases shall be deleted such that the Original Agreement shall only refer to and contemplate the Take Down and development of the entire Hotel Component. For example, Section 10.2 of the Original Agreement refers to the Special General Partner being obligated to Take Down the first phase of the Hotel Component upon its exercise of either the Four Year Office/Hotel Development Option or the Six Year Office/Hotel Development Option. As a result of the foregoing provisions of this Section 7, such reference in Section 10.2 shall be amended and interpreted to require that the Special General Partner shall be obligated to Take Down the entire Hotel Component upon its exercise of either the Four Year Office/Hotel Development Option or the Six Year Office/Hotel Development Option. As a further example, the fourth sentence of Section 10.2.1 of the Original Agreement provides that, if the Applicable Component is the Hotel Component, then the development contemplated in the Office/Hotel Development Election Notice must include the first phase of the hotel which shall not be less than 260 rooms. As a result of the foregoing provisions of this Section 7, the development contemplated in such Office/Hotel Development Election Notice must include the entire hotel which shall not be less than 520 rooms.

A. **Amendment of Section 10.2.1 of the Original Agreement.** The third sentence of Section 10.2.1 of the Original Agreement is deleted in its entirety and the following substituted in its stead:

Upon its exercise of a Office/Hotel Development Option, the Special General Partner shall have no obligation to commence construction of the Applicable Component until the Special General Partner determines in its sole discretion that certain economic and market conditions as set forth in the Redevelopment Agreement exist, as applicable, subject to (x) the Mills Partner's acceleration

9

rights described in Section 10.3, (y) the obligation of the managing general partner under Section 6.9.2.1 to commence development and construction upon the earlier of the date required under the applicable ROFR Agreement, if any, and the date that may be agreed upon by the Partners and set forth in such limited partnership agreement, and (z) the obligation of the managing general partner set forth in Section 6.9.2.3 to commence development and construction upon the earlier of the date required under any applicable agreement between the Partnership and the NJSEA, if any, and the date that may be agreed upon by the Partners and set forth in such limited partnership agreement.

8. Exercise of Rights and Obligations under Sections 5.2(e) and 5.5 of the Redevelopment Agreement: Distributions of Unwind Payment; New Section 6.7.3. To implement the terms and provisions of the October 5th Letter Agreement (it being acknowledged and agreed that, upon the execution of this First Amendment, the October 5th Letter Agreement is null and void and of no further force and effect), the following Section 6.7.3 is added to the Original Agreement following Section 6.7.2 of the Original Agreement, as such Section 6.7.2 is herein amended:

6.7.3 Exercise of Rights and Obligations under Sections 5.2(e) and 5.5 of the Redevelopment Agreement: Distributions of Unwind Payment

6.7.3.1 Exercise of Rights and Obligations under Sections 5.2(e) and 5.5 of the Redevelopment Agreement. Subject to Section 6.7.3.2.B hereof, all exercises of the rights and obligations of the Partnership under Sections 5.2(e) and 5.5 of the Redevelopment Agreement (including, without limitation, all determinations of whether or not Intervening Events (as defined in the Redevelopment Agreement) have occurred, whether to exercise the Unwind Rights (as defined in the Redevelopment Agreement), whether Material Conditions (as defined in the Redevelopment Agreement) have been satisfied or whether to waive such Material Conditions, whether to release Tranche Payments (as defined in the Redevelopment Agreement), whether to postpone the Development Rights Fee Funding Date (as defined in the Redevelopment Agreement), whether to stop construction activity on the Project Site (as defined in the Redevelopment Agreement) during any postponement pursuant to Sections 5.2(e) and 5.5 of the Redevelopment Agreement, whether to proceed to closing notwithstanding that Intervening Events or Unwind Events have not been resolved by the Material Conditions Termination Date (as defined in the Redevelopment Agreement), and whether to complete the Garages (as defined in the Redevelopment Agreement)), shall not be Major Decisions and shall not require Approval of the Partners but, rather, shall be decisions that the Managing General Partner may make on behalf of the Partnership without requiring the Approval of the Partners. Notwithstanding the foregoing, the Mills Partner and the MC Partners agree to mutually cooperate with the other such that the MC Partners' reasonable input shall be provided to, and considered by, the Mills Partner in connection with the Mills Partner's determination of whether to

10

exercise the Unwind Rights, provided, however, that the MC Partners acknowledge and agree that the ultimate decision of whether or not to so exercise the Unwind Rights shall be the sole decision of the Mills Partner and not a Major Decision requiring the Approval of the Partners as aforesaid.

6.7.3.2 Effect of Unwind

A. **Unwind Event Occurs; Notice to MC Partners** Concurrently with Managing General Partner's delivery of a written notice to the NJSEA electing to the exercise the Unwind Rights, the Managing General Partner shall provide a copy of such written notice to the MC Partners. If an Unwind Event (as defined in the Redevelopment Agreement) shall have occurred and, as a result thereof, the Partnership shall have elected to exercise the Unwind Rights in accordance with the provisions of Section 6.7.3.1 above, then the "**Unwind Payment**" (as defined in the Redevelopment Agreement) (whether received in a lump sum or paid over time by the NJSEA) and any other funds received by the Partnership from third parties in connection with or arising out of the exercise of the Unwind Rights shall be distributed to Partners as provided in Section 6.7.3.3 below, and, thereafter, the Managing General Partner shall dissolve the Partnership as provided in Article 13 hereof.

B. **No Unwind Event; Unwind Rights Exercised Over Objections of MC Partners.** If the Mills Partner elects to exercise the Unwind Rights and such exercise is not as a result of the issuance of a permanent injunction described in item 1.a. on Exhibit "C" attached to the RDA First Amendment, and if the MC Partners shall have provided written notice of their reasonable objection to the exercise of the Unwind Rights after the MC Partners have received an opportunity to provide their reasonable input as provided in Section 6.7.3.1 above, then (1) the Unwind Payment and any other funds received by the Partnership from third parties in connection with or arising out of the exercise of the Unwind Rights shall be distributed to Partners as provided in Section 6.7.3.3 below, and (2) if, after application of the provisions of Section 6.7.3.3 below, the MC Partners shall not have received an amount that results in the Unreturned MC Partner Capital Contributions Account being equal to zero, then, provided that there shall be no ongoing discussions or negotiations with the NJSEA pursuant to Section 5.2(e) of the RDA First Amendment or otherwise, the Mills Partner must either (y) pay to the MC Partners an amount such that, after application of the provisions of Section 6.7.3.3 below and the payment of such amount, the

11

Unreturned MC Partner Capital Contributions Account shall be equal to zero, or (z) assign (without representation, warranty or recourse, except that, as to the Mills Partner's Partnership Interest, Mills Partner shall represent and warrant that, subject to any modifications thereof that are the result of actions Approved by the Partners prior to the date of such assignment or that are the result of any pledge, collateral assignment of, or other assignment of a security interest granted in, the Mills Partner's Partnership Interest in connection with any financing, the proceeds of which were used by the Mills Partner to provide funds to pay Partnership costs and expenses, the assignment of the Partnership Interest is free and clear of any lien or encumbrance of any nature and that such Partnership Interest is not subject to any option to purchase or otherwise, nor that any other person shall have any right to acquire any of the assigned Partnership Interest) to the MC Partners all of the Mills Partner's and the Partnership's right, title and interest in and to the Project (other than the rights set forth in Section 6.7.3.2.C below), and after the occurrence of the actions described in subclause (1) above and, if required, the occurrence of the actions described in subclause (2) above, dissolve the Partnership as provided in Article 13 hereof. Mills Partner shall provide a written notice to the MC Partners of its election to proceed under subclauses (y) or (z) of the immediately preceding sentence within 45 days after the later of (I) the cessation of discussions and negotiations with the NJSEA, and (II) the distribution of funds to the MC Partners pursuant to Section 6.7.3.3. Upon the assignments and transfers to the MC Partners by the Mills Partner as provided above in this Section 6.7.3.2.B, MCGP shall become the "Managing General Partner" hereunder. Except as may be Approved by the Partners and except for any financing to provide funds to enhance the value of the Project or to assist in the creation of a revenue stream intended to provide a source of funds to repay the Unwind Payment (including financing providing funds for the completion of construction of the Garages in accordance with Section 5.5(d) of the Redevelopment Agreement), the Managing General Partner shall not permit the Partnership to obtain financing during the 180 day negotiation period set forth in Section 5.5(e) of the Redevelopment Agreement.

C. **Partnership Dissolution; Certain Rights to Participate in Future Development of the Project.** If the Partnership shall dissolve as provided in Sections 6.7.3.2.A or 6.7.3.2B above, then neither the Mills Partner nor the Mack-Cali Partners (nor any of their Affiliates) shall enter into any agreement or arrangement

12

similar to, or which deals with or pertains to, any of the Project, the Land Parcels, the Hotel Land or the Office Land (or the Office/Hotel Land), or the land that is subject to the Hotel ROFR or the Arena ROFR for a period of forty-two (42) months from the date that the Unwind Rights are exercised by the Partnership, unless the other Partner is offered participation on terms and conditions substantially similar to those contained herein (this covenant shall survive dissolution of the Partnership). In such event, Mills shall retain all rights respecting the Empire Tract as provided in Sections 6.7.2 and 6.10 of the Agreement.

6.7.3.3 **Distributions of Unwind Payment.** Notwithstanding anything to the contrary in Sections 6.5, 6.6 or 6.7.1 of this Agreement or in any other subsections of this Section 6.7.3, if the Partnership shall exercise the Unwind Rights and the Partnership receives the Unwind Payment and/or any other funds received by the Partnership from third parties in connection with or arising out of the exercise of the Unwind Rights (collectively, the "Unwind Proceeds"), then the Unwind Proceeds shall be distributed to Partners, as provided in Sections 6.7.3.3.1 or 6.7.3.3.2, as applicable:

6.7.3.3.1 **WMB Purchase Price Not Received.** If, at the time of the exercise of the Unwind Rights, the WMB Purchase Price has not been paid to the Partnership, then the Unwind Proceeds shall be distributed as follows:

(i) First, 20% to the MC Partners and 80% to the Mills Partner until the Unreturned MC Partner Capital Contributions Account shall equal \$7,000,000;

(ii) Second, to the Mills Partner until the Mills Partner, after receipt of funds under Section 6.7.3.3.1(i) above and under this Section 6.7.3.3.1(ii), shall have received funds equal to the balance of the Development Rights Fee funded by the Mills Partner and not returned to the Mills Partner prior to the application of this Section 6.7.3.3.1(ii);

(iii) Third, 20% to the MC Partners and 80% to the Mills Partner until the Unreturned MC Partner Capital Contributions Account shall equal zero;

(iv) Fourth, to the Mills Partner until the Unreturned Mills Partner Capital Contributions Account shall equal zero; and

(v) Fifth, 20% to the MC Partners and 80% to the Mills Partner.

13

6.7.3.3.2 **WMB Purchase Price Received.** If, at the time of the exercise of the Unwind Rights, the WMB Purchase Price has been paid to the Partnership (and the WMB Purchase Price Proceeds have been distributed by the Partnership to the Mills Partner) and, therefore, the NJSEA shall have exercised its right, pursuant to Section 5.5(b)(i) of the Redevelopment Agreement, to receive a credit against the Unwind Payment in the amount of the WMB Purchase Price, then the Unwind Proceeds shall be distributed as follows:

- (i) First, the amount of \$6,700,000 to the MC Partners;
- (ii) Second, 20% to the MC Partners and 80% to the Mills Partner until the Unreturned MC Partner Capital Contributions Account shall equal \$7,000,000;
- (iii) Third, to the Mills Partner until the Mills Partner, after receipt of funds under Section 6.7.3.3.2(ii) above and under this Section 6.7.3.3.2(iii), shall have received funds equal to the balance of the Development Rights Fee funded by the Mills Partner and not returned to the Mills Partner prior to the application of this Section 6.7.3.3.2(iii) (including, without limitation, as the result of the receipt of the WMB Purchase Price Proceeds);
- (iv) Fourth, 20% to the MC Partners and 80% to the Mills Partner until the Unreturned MC Partner Capital Contributions Account shall equal zero;
- (v) Fifth, to the Mills Partner until the Unreturned Mills Partner Capital Contributions Account shall equal zero; and
- (vi) Sixth, 20% to the MC Partners and 80% to the Mills Partner.

9. **Rights of First Refusal: Sections 6.9.2 of Original Agreement.** Section 6.9.2 of the Original Agreement is hereby deleted in its entirety and the following new Section 6.9.2 is substituted in its stead and the following Sections 6.9.3 and 6.9.4 shall be added:

6.9.2. **Rights of First Refusal.** Section 10.2 of the Redevelopment Agreement provides that the Developer has a right of first refusal (each such right of first refusal set forth in the Redevelopment Agreement, the Hotel ROFR Agreement [as hereinafter defined] or the Arena ROFR [as hereinafter defined] being referred to in this Agreement as the “**Right of First Refusal**” or “**ROFR**”) respecting the acquisition, use, reuse and/or renovation of the Arena (as defined in the Redevelopment Agreement) (the “**Arena ROFR**”) and the development of

14

one or more hotels adjacent to the Meadowlands Racetrack (as defined in the Redevelopment Agreement) (the “**Hotel ROFR**”). To more particularly set forth the terms and provisions of the Arena ROFR and the Hotel ROFR, the Partnership and the NJSEA have entered into two separate agreements concurrently with the execution of this First Amendment, one agreement with respect to the Arena ROFR (the “**Arena ROFR Agreement**”) and one agreement with respect to the Hotel ROFR (the “**Hotel ROFR Agreement**”) (the Arena ROFR Agreement and the Hotel ROFR Agreement are collectively referred to herein as the “**ROFR Agreements**”). The Hotel ROFR Agreement contemplates that the NJSEA may enter into agreements with third parties wherein such third parties may develop one or more hotels at the Meadowlands Racetrack (subject to satisfaction of certain conditions) and that the Partnership shall have a separate right of first refusal for each hotel the NJSEA desires to develop at the Meadowlands Racetrack. As a result thereof, each such right of first refusal shall constitute a separate ROFR hereunder and shall be subject to the provisions of this Section 6.9.2. The determination of whether or not the Partnership shall exercise a Right of First Refusal must be Approved by the Partners (in the exercise of their sole and absolute discretion) no later than the twentieth (20th) day after the receipt of an Offer Notice (as defined in the applicable ROFR Agreement) (such 20th day being referred to herein as the “**Initial ROFR Election Date**” and the 20 day period between the Partnership’s receipt of an Offer Notice and the Initial ROFR Election Date being referred to herein as the “**Initial ROFR Election Period**”). If the election to exercise a Right of First Refusal shall not be Approved by the Partners (in the exercise of their sole and absolute discretion) within the applicable Initial ROFR Election Period, such failure shall be deemed to mean that the Partners do not approve of such election. The determination of whether or not to proceed with such election shall not be subject to the mediation and arbitration provisions of Section 15.15. If the election to proceed with a ROFR shall not be Approved by the Partners (in the exercise of their sole and absolute discretion) prior to the expiration of the Initial ROFR Election Period and no Partner shall have delivered a ROFR Electing Partner Notice (as hereinafter defined) prior to the expiration of the Initial ROFR Election Period, then neither the Partnership nor any Partner shall be permitted to proceed with the exercise of such ROFR. In accordance with the terms of the applicable ROFR Agreement, if the Partnership shall determine to waive the applicable ROFR and no Partner shall have delivered a ROFR Participation Notice within the thirty (30) day period set forth in Section 6.9.2.2.1(a) below, then the Managing General Partner, on behalf of the Partnership, shall deliver a written notice to the NJSEA of the Partnership’s determination to waive the applicable ROFR.

6.9.2.1 **Election to Proceed with ROFR Approved by the Partners; Other Partner Provides ROFR Participation Notice or Successful Bid Notice.** If the election to proceed with a ROFR is Approved by the Partners (in the exercise of their sole and absolute discretion) prior to the expiration of the Initial ROFR Election Period or if

the other Partner(s) shall provide a ROFR Participation Notice within the thirty (30) day period set forth in Section 6.9.2.2.1(a) below or if a Successful Bid Notice (as hereinafter defined) is sent in accordance with Section 6.9.2.2(a), then the MC Partners and the Mills Partner shall form a limited partnership and, in connection therewith, execute an agreement of limited partnership in substantially the form of the Office/Hotel Component LP Agreement with the following revisions: (i) there shall be no establishment of initial capital accounts as provided in Section 10.6.7, as there shall be no Take Down associated with the development of the particular project, (ii) the Percentage Interest of the Mills Partner shall be 50% and the aggregate Percentage Interests of the MC Partners shall be 50%, with each Partner being obligated to contribute Required Equity, *pari passu*, based on their respective Percentage Interests, (iii) the list of Major Decisions shall be modified to address the fact that the partnership is a 50/50 joint venture to be jointly controlled by the Mills Partner and the MC Partners, (iv) the managing general partner shall be the Mills Partner if the use is entertainment and/or retail related, and the managing general partner shall be the Special General Partner if the use is office or hotel related, and the managing general partner shall be as otherwise Approved by the Partners (as reasonably agreed upon by the Partners) if the use shall not be entertainment, retail, office or hotel related, and (v) the managing general partner shall be obligated to commence development and construction upon the earlier of the date required under the applicable ROFR Agreement, if any, and the date that may be agreed upon by the Partners and set forth in such limited partnership agreement. Upon such formation, the terms and provisions of such agreement of limited partnership shall govern the rights and obligations of the Partners and/or their Affiliates respecting the applicable ROFR and the associated property and rights to be acquired from the NJSEA.

6.9.2.2 Election to Proceed with ROFR Not Approved by the Partners; One Partner Expresses Desire to Exercise ROFR. If the Partners do not approve of an election to exercise a ROFR and if, prior to the expiration of the Initial ROFR Election Period, either the Mills Partner or the MC Partners shall deliver a written notice (a “**ROFR Electing Partner Notice**”) to the other Partner(s) stating their desire to exercise the applicable ROFR (any such Partner(s) that provides a ROFR Electing Partner Notice being referred to herein as the “**ROFR Electing Partner**”), then, subject to the provisions of the applicable ROFR Agreement, the ROFR Electing Partner, on behalf of the Partnership, shall have the exclusive right during the period (the “**Exclusive Negotiation Period**”) commencing on the date that is the earlier of (i) the date upon which the Partners determine pursuant to a written instrument that the Partnership shall not exercise the applicable ROFR, and (ii) the Initial ROFR Election Date, and terminating on the outside date for execution of a definitive

agreement under the applicable ROFR Agreement, to cause the partnership to negotiate the terms and provisions of a written agreement with the NJSEA to acquire the property and rights that are subject to the applicable ROFR and this Section 6.9.2.2 and, if such negotiations are successful, to cause the Partnership to enter into such a written agreement. The failure of a Partner to deliver a ROFR Electing Partner Notice shall be deemed an election by such Partner not to exercise the applicable ROFR.

6.9.2.2.1 ROFR Electing Partner Enters Into Agreement with NJSEA During Exclusive Negotiation Period.

If the ROFR Electing Partner shall succeed in entering into a written agreement with the NJSEA within such Exclusive Negotiation Period, then, subject to the provisions of Section 6.9.2.2.1(a), the ROFR Electing Partner shall be permitted to enter into such written agreement without the involvement of the Partnership or the other Partner(s) and the Partners covenant that they shall provide all reasonably necessary assistance and execute all reasonably necessary agreements, in each case without recourse by the Electing Partner or the NJSEA (except any recourse by the NJSEA as provided in, and subject to, the next two sentences), to assign or transfer the applicable ROFR to the ROFR Electing Partner or its Affiliate. If the agreement(s) entered into with the NJSEA impose any obligations or liabilities on the other Partner(s) or its, or their, as applicable, Affiliate(s), including any obligations or liabilities arising out of or in connection with any such Partner(s) being direct or indirect owners of any Person that is a party to the agreements with the NJSEA (for example, if the agreement(s) require that the Partnership must be the party to such agreement(s)), then the obligation of the other Partner(s) to provide assistance and agreements as provided in the immediately preceding sentence shall be conditioned upon the ROFR Electing Partner executing an indemnification agreement in favor of the other Partner(s) and the Partnership and its, or their, as applicable, Affiliate(s). Such indemnification agreement shall provide that the ROFR Electing Partner agrees to indemnify, defend and hold harmless the other Partner(s) and the Partnership and its, or their, as applicable, Affiliate(s) from and against any and all liabilities, obligations,

claims, losses, suits, damages, costs and expenses (including reasonable attorneys' fees and expenses) arising out of or occurring as a result of the agreement(s) entered into with the NJSEA or the property that is subject to the agreements or the ownership of such Person(s). The ROFR Electing Partner shall be permitted to execute such documents and take such actions on behalf of the Partnership without the necessity of the approval or consent of any of the other Partners as shall be reasonably

17

necessary in order that the applicable ROFR shall be assigned or transferred to the ROFR Electing Partner or its Affiliate, provided, however, that such documents shall not impose any obligations or liabilities on the other Partner(s) or the Partnership.

(a) **Agreement with NJSEA is More Favorable than Offer Notice; Other Partner(s)' Right to Participate.** If the ROFR Electing Partner shall enter into a written agreement with the NJSEA prior to the expiration of the applicable Exclusive Negotiation Period and if the price or other consideration to be paid to the NJSEA is an amount equal to or less than 95% of the price or other consideration proposed to be paid to the NJSEA in the applicable Offer Notice or if any other term(s), taken as a whole, grant materially better rights or benefits than as set forth in the applicable Offer Notice, then the ROFR Electing Partner shall provide a written notice to the other Partner(s) of such fact (such written notice, a "**ROFR Contract Notice**"). The Mack-Cali Partners (if the ROFR Electing Partner is Mills) or the Mills Partner (if the ROFR Electing Partner is a Mack-Cali Partner) shall have thirty (30) days after the receipt of a ROFR Contract Notice to provide a written notice to the other, of their election (a "**ROFR Participation Notice**") to participate in the exercise of the applicable ROFR on the terms set forth in the ROFR Contract Notice.

(b) **Other Partner Provides a ROFR Participation Notice** If the other Partner(s) shall provide a ROFR Participation Notice within the thirty (30) day period described in Section 6.9.2.2.1(a) above, then the Partners shall enter into a partnership agreement as contemplated in Section 6.9.2.1 hereof.

(c) **Other Partner Does Not Provide a ROFR Participation Notice.** If the other Partner(s) shall fail to provide a ROFR Participation Notice within the thirty (30) day period described in Section 6.9.2.2.1(a) above, the other Partner(s) shall be deemed to have elected not to so participate and the ROFR Electing Partner shall be permitted to enter into the written agreement with the NJSEA without the involvement of the Partnership or the other Partner(s) as provided in the first paragraph of this Section 6.9.2.2.1.

18

6.9.2.2.2 **ROFR Electing Partner Fails to Enter Into Agreement with NJSEA; Partners May Negotiate Independently with NJSEA.** If, as of the expiration of the Exclusive Negotiation Period, the ROFR Electing Partner shall have failed to enter into a written agreement with the NJSEA as aforesaid, then, subject to any applicable provisions of the applicable ROFR Agreement and the right of the other Partner(s) to participate as the result of the timely delivery of a Successful Bid Participation Notice (as hereinafter defined) as provided in Sections 6.9.2.2.2(a) and (b) hereof, the MC Partners and the Mills Partner and/or their respective Affiliate(s) shall be permitted to respond independently to any solicitations from the NJSEA to the public (such as requests for proposals) or otherwise negotiate with the NJSEA to so acquire the property and rights that are subject to the applicable ROFR (any such independent response or negotiation, an "**Independent Negotiation**").

(a) **Partner is Successful in Independent Negotiation; Other Partner(s)' Right to Participate.** If a Partner (such Partner, the "**Successful Bid Partner**") shall enter into a written agreement with the NJSEA as the result of an Independent Negotiation, then the Successful Bid Partner shall provide a written notice to the other Partner(s) of such fact (such written notice, a "**Successful Bid Notice**"). The Mack-Cali Partners (if the Successful Bid Partner is Mills) or the Mills Partner (if the Successful Bid Partner is a Mack-Cali Partner) shall have thirty (30) days after the receipt of a Successful Bid Notice to provide a written notice to the other, of

their election (a “**Successful Bid Participation Notice**”) to participate in the transaction that is the subject of the written agreement with the NJSEA on the terms set forth in the Successful Bid Notice.

(b) **Other Partner Provides a Successful Bid Participation Notice.** If the other Partner(s) shall provide a Successful Bid Notice within the thirty (30) day period described in Section 6.9.2.2.2(a) above, then the Partners shall enter into a partnership agreement as contemplated in Section 6.9.2.1 hereof.

(c) **Other Partner Does Not Provide a Successful Bid Participation Notice.** If the other Partner(s) shall fail to provide a Successful Bid Participation Notice within the thirty (30) day period described in Section 6.9.2.2.2(a) above, the other Partner(s) shall be deemed to have elected

19

not to so participate and the Successful Bid Partner shall be permitted to enter into a written agreement with the NJSEA that is the result of the Independent Negotiation without the involvement of the Partnership or the other Partner(s), subject, however, to Section 6.9.2.2.2(c)(i) below.

(i) **Agreement with NJSEA is More Favorable than Successful Bid Notice; Other Partner(s) Right to Participate.** If the Successful Bid Partner shall enter into a written agreement with the NJSEA subsequent to the thirty (30) day period described in Section 6.9.2.2.2(a) and if the price or other consideration to be paid to the NJSEA is an amount equal to or less than 95% of the price or other consideration proposed to be paid to the NJSEA in the applicable Successful Bid Notice or if any other term(s), taken as a whole, grant materially better rights or benefits than as set forth in the applicable Successful Bid Notice, then the Successful Bid Partner shall provide a written notice to the other Partner(s) of such fact (such written notice, a “**Successful Bid Reoffer Notice**”). The Mack-Cali Partners (if the Successful Bid Partner is Mills) or the Mills Partner (if the Successful Bid Partner is a Mack-Cali Partner) shall have thirty (30) days after the receipt of a Successful Bid Reoffer Notice to provide a written notice to the other, of their election (a “**Successful Bid Reoffer Participation Notice**”) to participate in the transaction that is the subject of the written agreement with the NJSEA on the terms set forth in the Successful Bid Reoffer Notice.

(ii) **Other Partner Provides a Successful Bid Reoffer Participation Notice.** If the other Partner(s) shall provide a Successful Bid Reoffer Notice within the thirty (30) day period described in Section 6.9.2.2.1(c)(i) above, then the Partners shall enter into a partnership agreement as contemplated in Section 6.9.2.1 hereof.

(iii) **Other Partner Does Not Provide a Successful Bid Reoffer Notice.** If the other Partner(s) shall fail to provide a Successful Bid Reoffer Notice within the thirty (30) day period

20

described in Section 6.9.2.2.1(c)(i) above, the other Partner(s) shall be deemed to have elected not to so participate and the Successful Bid Partner shall be permitted to enter into the written agreement with the NJSEA without the involvement of the Partnership or the other Partner(s).

6.9.2.3 Right of Mack-Cali Partners To Demonstrate to NJSEA that Hotel having Substantially Same Utility Can Be Built on Project Site instead of on Meadowlands Racetrack Site. Concurrently with the Partners determining whether they shall proceed with a particular Hotel ROFR and provided that, as of such date, the Mack-Cali Partners either shall have Taken Down the Hotel Component or shall still have a right to Take Down the Hotel Components under Article 10 hereof and shall not have “committed to develop a hotel on the Hotel Component” as provided in Section 5 of the Hotel ROFR Agreement, and provided further that, as of such date, no Mack-Cali Partner shall be in material default hereunder (after the giving of any required notice thereof and the expiration of any applicable cure period), the

Mack-Cali Partners shall be permitted, pursuant to subclause (iii) of Section 10.2(f) of the Redevelopment Agreement (as incorporated in the Hotel ROFR Agreement), to exercise the Partnership's right to demonstrate to the NJSEA that a hotel having substantially the same utility to the NJSEA can be built on the portion of the Project Site (as defined in the Redevelopment Agreement) planned for the Hotel Component instead of the Meadowlands Racetrack. If the Mack-Cali Partners shall be successful, then: (i) if the Mack-Cali Partners have not yet Taken Down the Hotel Component, the Mack-Cali Partners shall Take Down the Hotel Component, (ii) if the hotel that shall be constructed on the Hotel Component shall not have video lottery terminals (or "slots"), or any other legalized form of gaming on or in its premises, then the Partners shall form a limited partnership and, in connection therewith, execute an agreement of limited partnership substantially in the form of the Office/Hotel Component LP Agreement and proceed with the development of the hotel thereon, and (iii) if the hotel that shall be constructed on the Hotel Component shall have video lottery terminals (or "slots"), or any other legalized form of gaming on or in its premises, then the Mack-Cali Partners and the Mills Partner shall form a limited partnership and, in connection therewith, execute an agreement of limited partnership in substantially the form of the Office/Hotel Component LP Agreement with the following revisions: (A) the Percentage Interest of the Mills Partner shall be 50% and the aggregate Percentage Interests of the Mack-Cali Partners shall be 50%, with the Mack-Cali Partners being obligated to contribute all Required Equity as set forth in the agreed-upon Development Budget for the Hotel Component until such time as the Capital Ratio is 50:50 and, thereafter, each Partner shall be obligated to contribute Required Equity, pari passu, based on their respective Percentage Interests, (B) if, as of the Capital Ratio Determination Date, the Capital Ratio is not 50:50, then the Mack-Cali Partners shall be obligated to contribute capital to the partnership as contemplated in

21

Section 10.6.6(a) of the Original Agreement, except that the amount to be contributed by the Mack-Cali Partners must result, after such contribution and the distribution described in Section 10.6.6(a) of the Original Agreement, in a Capital Ratio of 50:50, (C) the Mills Partner's right to elect to take the actions set forth in Sections 10.6.6(b)(i) and (ii) of the Original Agreement shall arise if the Capital Ratio is not 50:50, (D) the list of Major Decisions shall be modified to address the fact that the partnership is a 50/50 joint venture to be jointly controlled by the Mills Partner and the Mack-Cali Partners, and (E) a Mack-Cali Partner shall be the managing general partner of such limited partnership. If, as of such date, the Mack-Cali Partners shall not have Taken Down the Hotel Component and the Mack-Cali Partners shall no longer have a right to Take Down the Hotel Component under Article 10 of the Original Agreement, the Mills Partner shall be permitted, pursuant to subclause (iii) of Section 10.2(f) of the Redevelopment Agreement (as incorporated in the Hotel ROFR Agreement), to exercise the Partnership's right to demonstrate to the NJSEA that a hotel having substantially the same utility to the NJSEA can be built on the portion of the Project Site (as defined in the Redevelopment Agreement) planned for the Hotel Component instead of the Meadowlands Racetrack. If the Mills Partner shall be successful, then the provisions of Section 10.7 of the Original Agreement shall control in respect of the Mills Partner's actions with respect to the Hotel Component, except that, if the Special General Partner shall make a Partnership Election, then the percentage interests and capital contribution obligations in subclause (1) of Section 10.7.3.2 of the Original Agreement shall be amended to be consistent with the subclause (ii) and (iii) of the second sentence of this Section 6.9.2.3. Also, should either the Special General Partner or the Mills Partner, as applicable, be successful in demonstrating to the NJSEA that a hotel having substantially the same utility to the NJSEA can be built on the portion of the Project Site planned for the Hotel Component instead of the Meadowlands Racetrack, then the managing general partner of the limited partnership formed as provided in this Section 6.9.2.3 shall be obligated to commence development and construction upon the earlier of the date required under any applicable agreement between the Partnership and the NJSEA, and the date that may be agreed upon by the Partners and set forth in such limited partnership agreement. Notwithstanding anything to the contrary, a Partner's right to participate in the development and ownership of a hotel as contemplated herein with video lottery terminals (or "slots"), or any legalized form of gaming on or in its premises is subject to such Partner's ability to meet the federal, state or local licensure requirements for the operation of a gaming facility (that is, a facility with video lottery terminals [or "slots"], or any legalized form of gaming) ("**Gaming Facility**"). If, for any reason, any Partner is unable to meet such licensure requirements for the operation of a Gaming Facility (such Partner, an "**Ineligible Partner**"), then the Ineligible Partner may assign or transfer its Partnership Interest to another Person that is reasonably acceptable to the other Partner(s) (it being understood that a Transfer from an Ineligible Partner that would not be permitted shall include (a) any Transfer to a Person that, upon becoming a Partner, shall constitute an Ineligible Partner, and (b) any Transfer to a

22

Person that does not have sufficient net worth, at the time of the Transfer, to fund the reasonably foreseeable equity requirements to fund Budgeted equity requirements and equity requirements that would be required to be funded in subsequent years). In such event (i) any consideration received by the Ineligible Partner shall be the sole property of the Ineligible Partner and (ii) any such Transfer shall be a permitted Transfer under Article 11 hereof and shall not trigger the right of first refusal procedures under Section 11.3 of the Partnership Agreement.

6.9.3. **Any Other Development of a Hotel at Meadowlands Race Track.** If the NJSEA shall approach the Partnership to negotiate a transaction for the Partnership to develop a hotel at the

Meadowlands Race Track without the implementation of the terms and provisions of the Hotel ROFR Agreement or the NJSEA and the Partnership shall otherwise engage in negotiations to develop such a hotel, the decision to have the Partnership to proceed with such development shall require the Approval of the Partners (as determined in the exercise of their sole and absolute discretion). If the Partners shall so provide such approval, then the Partners shall form a limited partnership in accordance with Section 6.9.2.1 and proceed with the development of the hotel in accordance with the limited partnership agreement to be entered into the by Partners. If the Partners shall not provide such approval, then the Partners shall proceed in their individual negotiations with the NJSEA and their individual elections to proceed (and corresponding obligations to permit the other Partners to participate in a transaction with the NJSEA) in a manner similar to the manner in which the Partners, if a ROFR shall not be Approved by the Partners, are permitted to proceed with respect to a ROFR (and provide the other Partners an opportunity to participate in such ROFR) that shall not be Approved by the Partners.

6.9.4 **Change in Use of Hotel Component.** Section 10.2 of the Redevelopment Agreement contemplates that, regardless of whether the Hotel ROFR is exercised, the NJSEA shall give special consideration to the Approval of a Major Modification to the Approved Master Plan and Conceptual Site Plan to permit the use of the portion of the Project Site planned for the Hotel Component for an alternative use consistent with the Enabling Legislation (all capitalized terms used in this Section 6.9.4 not otherwise defined in this Agreement shall have the meanings ascribed to them in the Redevelopment Agreement).

6.9.4.1 **Change in Use; Mack-Cali Partners Have Right to Approve.** If, as of the date of the proposed change in use of the Hotel Component, the Mack-Cali Partners either shall have Taken Down the Hotel Component or shall still have a right to Take Down the Hotel Component under Article 10 of the Original Agreement, any change in use of the Hotel Component to an alternative use in use shall require the Approval of the Partners (as determined in the exercise of their sole and absolute discretion). If the NJSEA shall approve such change in use and the Partners shall so approve such change in use as a Major Decision (such Major Decision to be determined by the Partners in the exercise of their sole and absolute discretion), then, prior to the development of the Hotel Component,

23

the Partners shall form a limited partnership in accordance with Section 6.9.2.1, except that the managing general partner shall be the Mills Partner if the use is entertainment and/or retail related, and the managing general partner shall be the Special General Partner if the use is office or hotel related, and the managing general partner shall be as otherwise Approved by the Partners (as reasonably agreed upon by the Partners) if the use shall not be entertainment, retail, office or hotel related.

6.9.4.2 **Change in Use; No Right of Mack-Cali Partners to Approve.** If, as of the date of the proposed change in use of the Hotel Component, the Mack-Cali Partners shall not have Taken Down the Hotel Component and the Mack-Cali Partners shall no longer have a right to Take Down the Hotel Component under Article 10 of the Original Agreement, any change in use of the Hotel Component to an alternative use in use shall not require the Approval of the Partners but, rather, may be agreed to by the Mills Partner on behalf of the Partnership. If the NJSEA shall approve such change in use and the Mills Partner shall so agree upon such change in use, then the provisions of Section 10.7 of the Original Agreement shall control in respect of the Mills Partner's actions with respect to the Hotel Component.

10. **Amendment of Section 13.1.1 of Original Agreement.** Section 13.1.1 of the Original Agreement shall be amended to add the following subsection at the end thereof:

(f) after the occurrence of the items described in Section 6.7.3.2.A or in subclauses (1) and, if required, subclause (2), of Section 6.7.3.2.B hereof.

11. **Take Down Dates; Section 10.4.1.1(c) of the Original Agreement; Exhibit L of Original Agreement.** **Exhibit L** of the Original Agreement shall be amended to delete all references to "Jan-08" in the column entitled "Date" and to insert "the earlier of the one year anniversary of the Grand Opening Date or four years from the Development Rights Fee Funding Date (as defined in the Redevelopment Agreement)". Section 10.4.1.1(c) of the Original Agreement shall be amended by deleting "January 1, 2008" in the second sentence thereof and substituting "the earlier of the one year anniversary of the Grand Opening Date or four years from the Development Rights Fee Funding Date" in lieu thereof.

12. **Termination of Cooperation Agreement.** The Partners acknowledge that the Cooperation Agreement has terminated and, therefore, all provisions of the Original Partnership Agreement referring to rights or obligations under the Cooperation Agreement shall be null and void and of no further force and effect.

13. **Change in Mack-Cali Partners Initial Partner Representatives; Revision of Exhibit H to Original Agreement.** Pursuant to Section 8.1.2 of the Original Agreement, the Mack-Cali Partners hereby provide written notice to Mills and the Partnership that, effective upon the First Amendment Effective Date, the Mack-Cali Partners hereby designate Michael Grossman as a replacement Alternate Mack-Cali Representative in the place of Timothy Jones.

24

As a result, **Exhibit H** of the Original Agreement shall be deemed amended to give effect to the provisions of the immediately preceding sentence.

14. Allocation of Administrative Fee Payable to AMX Project Operator Under the AMX Site Declaration. That certain Declaration of Covenants and Restrictions (Arena/Meadowlands/Xanadu Site) made and entered into on or about the First Amendment Effective Date (as amended from time to time, the “**AMX Site Declaration**”) by and among the NJSEA, the Partnership, ERC Meadowlands Mills/Mack-Cali Limited Partnership (“**ERC Owner**”), A-B Office Meadowlands Mack-Cali/Mills Limited Partnership, C-D Office Meadowlands Mack-Cali/Mills Limited Partnership, Hotel Meadowlands Mack-Cali/Mills Limited Partnership and Baseball Meadowlands Mills/Mack-Cali Limited Partnership contemplates, in Section 2.4.8(x) thereof, that an administrative fee (the “**AMX Project Operator Administrative Fee**”) in the amount of ten percent (10%) of the total of certain items within an applicable AMX CAM Budget (as defined in the AMX Site Declaration) shall be payable to the “**AMX Project Operator**” (as defined in the AMX Site Declaration). The Partners acknowledge and agree that the ERC Owner shall act as the AMX Project Operator under the AMX Site Declaration and that the Mills Partner shall be permitted, on behalf of the ERC Owner, to delegate or assign all or a portion of the obligations (and rights) of the AMX Project Operator to the Manager or another Affiliate. In connection with such delegation or assignment, the Partners agree that ERC Owner, the Manager or such Affiliate, as applicable, shall be reimbursed (utilizing the AMX Project Operator Administrative Fee) for the amount of any third-party expenses (of parties that are not Affiliates of ERC Owner or Manager) incurred by ERC Owner, the Manager or such Affiliate, as applicable, to the extent that such expenses are not otherwise reimbursed to ERC Owner, the Manager or such Affiliate pursuant to the AMX Site Declaration. After reimbursement of ERC Owner, the Manager or such Affiliate, as applicable, pursuant to the immediately preceding sentence, the remainder of any AMX Project Operator Administrative Fee received by the ERC Owner shall be distributed by the ERC Owner to the Partnership and, upon the Partnership’s receipt of same, shall constitute Net Ordinary Cash Flow to be distributed as provided in Section 6.5 of the Agreement.

15. Brownfields Remediation Agreement. The Partners anticipate that on or about the First Amendment Effective Date, the Partnership shall enter into that certain Agreement to Reimburse for Remediation Costs (as amended from time to time, the “**Brownfields Agreement**”) by and among the Partnership, the NJSEA, the Chief Executive Office/Secretary of the New Jersey Commerce and Economic Growth Commission and the Treasurer of the State of New Jersey. The Partnership and each of the five tenants under the five Component Leases each shall be entitled to reimbursement under the Brownfields Agreement for eligible remediation costs paid in connection with the development of the applicable Component (such reimbursement to be paid to the applicable tenant or the Partnership as to costs paid by the applicable tenant or the Partnership). The Partnership shall provide its reasonable cooperation to obtain such reimbursement pursuant to the Brownfields Agreement, provided that the applicable tenant submits necessary documentation as required by the Brownfields Agreement and reimburses the Partnership for any reasonable costs and expenses that the Partnership may incur in connection with providing such cooperation. In furtherance of the aforesaid, the Partnership shall promptly execute such documents as shall be necessary in order that the eligible remediation costs shall be

transferred and/or assigned to the applicable Component tenant under the Brownfields Agreement.

16. Annual Payments; WMB Annual Payment; Clarification Regarding Section 10.4.1.1(a) of the Original Agreement. Notwithstanding that the Development Rights Fee may be characterized as prepayment of rent or ground rent under a Component Lease, such payment of the Development Rights Fee shall not constitute “rent” to be included in the definition of “Allocated Annual Payments”. The definition of “**Annual Payments**” shall include, in addition to the items set forth in subclauses (1) through (5) of the first sentence of Section 10.4.1.1(a), the WMB Annual Payment.

17. WMB Annual Payment. The Partnership shall pay the WMB Annual Payment to the Conservation Trust for a maximum time period of 75 years, as more particularly provided in the Conservancy Trust Agreement. Therefore, until no longer payable pursuant to the Conservancy Trust Agreement, the WMB Annual Payments shall be included automatically in the Development Budget and all subsequent Budgets and, therefore, the inclusion thereof in a Budget shall not require the Approval of the Partners. A portion of the WMB Annual Payment shall be payable as a portion of the Allocated Annual Payment as provided in Section 16 of this First Amendment.

18. Ratification. It is expressly understood and agreed that the Original Agreement, as hereby amended, shall continue in full force and effect in accordance with its terms and all references in the Original Agreement or this First Amendment to the term “Agreement” shall mean the Original Agreement as modified by this First Amendment and all references in the Original Agreement (as modified by this First Amendment) to the term “First Amendment” shall mean this First Amendment.

19. Section Headings. The section headings used herein are for reference purposes only and do not control or affect the meaning or interpretation of any term or provision hereof.

20. Governing Law. This First Amendment and the rights and obligations of the respective parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Delaware subject to, and in accordance with, the provisions of Section 15.7 of the Original Agreement.

21. Counterparts; Facsimile Signatures. This First Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Furthermore, this First Amendment transmitted by facsimile shall be treated in all manners and respects as an original document and any signature thereon shall be considered an original signature and shall have the same binding legal effect as the original document.

22. Conflict. In the event of a conflict between the terms and provisions of the Original Agreement and this First Amendment, the terms and provisions of this First Amendment shall control.

[signature page attached to First Amendment to Limited Partnership Agreement of Meadowlands Mills/Mack-Cali Limited Partnership]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of the First Amendment Effective Date.

MILLS PARTNER:

MEADOWLANDS MILLS LIMITED PARTNERSHIP, a Delaware limited partnership

By: MEADOWLANDS MILLS L.L.C, a Delaware limited liability company, its Managing General Partner

By: THE MILLS LIMITED PARTNERSHIP, a Delaware limited partnership, its Manager

By: THE MILLS CORPORATION, a Delaware corporation, its General Partner

By: /s/ James F. Dausch
Name: James F. Dausch
Title: President, Development Divisions

[signature page continued on next page]

27

[signature page attached to First Amendment to Limited Partnership Agreement of Meadowlands Mills/Mack-Cali Limited Partnership]

MACK-CALI PARTNERS:

MACK-CALI MEADOWLANDS SPECIAL L.L.C., a New Jersey limited liability company

By: MACK-CALI REALTY, L.P., its sole member

By: Mack-Cali Realty Corporation, its general partner

By: /s/ Mitchell E. Hersh
Name: Mitchell E. Hersh
Title: President and Chief Executive Officer

MACK-CALI MEADOWLANDS ENTERTAINMENT L.L.C., a New Jersey limited liability company

By: MACK-CALI REALTY, L.P., its sole member

By: Mack-Cali Realty Corporation, its general partner

By: /s/ Mitchell E. Hersh
Name: Mitchell E. Hersh
Title: President and Chief Executive Officer

28

MACK-CALI REALTY CORPORATION

Certification

I, Mitchell E. Hersh, President and Chief Executive Officer of Mack-Cali Realty Corporation, certify that:

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

Date: August 3, 2005

By: /s/ Mitchell E. Hersh

Mitchell E. Hersh
President and
Chief Executive Officer

MACK-CALI REALTY CORPORATION

Certification

I, Barry Lefkowitz, Chief Financial Officer of Mack-Cali Realty Corporation, certify that:

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

Date: August 3, 2005

By: /s/ Barry Lefkowitz

Barry Lefkowitz
Executive Vice President and
Chief Financial Officer

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

In connection with the Quarterly Report on Form 10-Q of Mack-Cali Realty Corporation (the "Company") for the quarterly period ended June 30, 2005, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Mitchell E. Hersh, as President and Chief Executive Officer of the Company, and Barry Lefkowitz, as Chief Financial Officer of the Company, each hereby certifies, pursuant to 18 U.S.C. §1350, as adopted pursuant to §906 of the Sarbanes-Oxley Act of 2002, that:

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

Date: August 3, 2005

By: /s/ Mitchell E. Hersh

Mitchell E. Hersh
President and
Chief Executive Officer

Date: August 3, 2005

By: /s/ Barry Lefkowitz

Barry Lefkowitz
Executive Vice President and
Chief Financial Officer

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

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