UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

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

Date of report (Date of earliest event reported): **September 12, 2012**

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

Maryland	**1-13274**	**22-3305147**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

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

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

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

Delaware	**333-57103**	**22-3315804**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

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

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

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) On September 12, 2012, the board of directors (the "Board of Directors") of Mack-Cali Realty Corporation (the "General Partner"), the general partner of Mack-Cali Realty, L.P. (the "Company") approved the recommendations and ratified the determinations of the Executive Compensation and Option Committee of the Board of Directors (the "Committee") and authorized the General Partner to enter into:

(i) multi-year restricted stock award agreements (the "2012 Multi-Year Restricted Stock Agreements") with each of Mitchell E. Hersh, Barry Lefkowitz and Roger W. Thomas, and to issue to Messrs. Hersh, Lefkowitz and Thomas 210,000, 68,667 and 41,000 shares of restricted common stock (the "Restricted Shares"), respectively, pursuant to the General Partner's 2004 Incentive Stock Plan;

(ii) multi-year total stockholder return ("TSR") based award agreements (the "TSR-Based Performance Agreements") with each of Messrs. Hersh, Lefkowitz and Thomas, and to issue to Messrs. Hersh, Lefkowitz and Thomas 3,375, 1,125 and 660 performance shares (the "Performance Shares"), respectively, pursuant to the General Partner's 2004 Incentive Stock Plan; and

(iii) multi-year deferred retirement compensation agreements (the "Deferred Retirement Compensation Agreements") with each of Messrs. Hersh, Lefkowitz and Thomas, and on January 1 of each year during the term of the Deferred Retirement Compensation Agreements to issue to Messrs. Hersh, Lefkowitz and

Thomas stock units (the "Stock Units") pursuant to the General Partner's 2004 Incentive Stock Plan evidencing the right to receive cash based on the value of shares of the General Partner's common stock upon the occurrence of certain events.

Multi-Year Restricted Stock Agreements

The Restricted Shares will be issued to Messrs. Hersh, Lefkowitz and Thomas pursuant to the 2012 Multi-Year Restricted Stock Agreements on January 1, 2013 and may vest commencing January 1, 2014, with the number of Restricted Shares scheduled to be vested and earned on each vesting date on an annual basis over a five to seven year period equal to:

(i) 20% of such Restricted Shares on January 1, 2014;

(ii) 20% of such Restricted Shares on January 1, 2015;

(iii) 20% of such Restricted Shares on January 1, 2016;

(iv) 20% of such Restricted Shares on January 1, 2017; and

(v) 20% of such Restricted Shares on January 1, 2018, with any unvested Restricted Shares carried forward into 2019 and 2020.

The vesting of each tranche of Restricted Shares is subject to the attainment of annual flexible performance goals to be set by the Committee for each year. Dividends on unvested Restricted Shares shall accrue, but shall only become payable if and when such Restricted Shares vest.

The 2012 Multi-Year Restricted Stock Agreements are filed as Exhibits 10.1 through 10.3 hereto and are incorporated herein by reference.

Multi-Year TSR-Based Performance Agreements

The Performance Shares will be issued to Messrs. Hersh, Lefkowitz and Thomas pursuant to the TSR-Based Performance Agreements on January 1, 2013 and may vest commencing December 31, 2013, with the number of Performance Shares scheduled to be vested and earned on each vesting date on an annual basis over a five year period equal to:

(i) 20% of such Performance Shares on December 31, 2013;

(ii) 20% of such Performance Shares on December 31, 2014;

(iii) 20% of such Performance Shares on December 31, 2015;

(iv) 20% of such Performance Shares on December 31, 2016; and

(v) 20% of such Performance Shares on December 31, 2017.

The vesting of each tranche of Performance Shares is subject to the attainment at each fiscal year end of a minimum stock price and either an absolute TSR target or a relative TSR target (the "TSR Performance Targets") in comparison to a selection of Peer Group REITs (as defined below), in each case as shall be fixed by the Committee for each year. TSR, for purposes of the TSR-Based Performance Agreements, shall be equal to the share appreciation plus any dividends (including special dividends) distributed in the relevant period. Upon such vesting, each Performance Share is convertible into up to $1,000 of the General Partner's common stock valued as of the last day of the fiscal year in which such Performance Shares shall vest, with the actual amount of Performance Shares earned each year determined based on the extent to which the TSR Performance Targets have been satisfied. If the Company's TSR exceeds the maximum TSR Performance Targets for that year, then the amount of such excess TSR may be carried forward or backward to any other year during the five year performance period covered by TSR-Based Performance Agreements for purposes of satisfying the TSR Performance Targets in such other year.

The Committee fixed a minimum price of $30.00 for the General Partner's common stock in order for the Performance Shares to vest in 2013 (which price is subject to adjustment by the Committee in subsequent years on an annual basis), and established the following TSR Performance Targets for 2013:

Absolute TSR Performance:

Absolute TSR Performance	Percentage of Target Payout Earned
6.0%	33.33 %
7.5%	66.67 %
9.0%	100.00 %

Relative TSR Performance:

Relative TSR Performance	Percentage of Target Payout Earned
40th Percentile	33.33 %
50th Percentile	66.67 %
60th Percentile	100.00 %

2013 Peer Group REITs for purposes of determining the Relative TSR Performance:

The "Peer Group REITs" shall be selected by the Committee prior to the beginning of each Performance Period.

Pursuant to the TSR-Based Performance Agreements, Messrs. Mitchell, Lefkowitz and Thomas may earn up to $675,000, $225,000 and $132,000 in the General Partner's common stock in each year during the five year term of the TSR-Based Performance Agreements. Upon the issuance of shares of the General Partner's common stock upon the vesting of any Performance Shares, Messrs. Mitchell, Lefkowitz and Thomas shall be entitled to accrued dividends on such shares of the General Partner's common stock as if they had been issued as of the date the Performance Shares had been issued.

The TSR-Based Performance Agreements are filed as Exhibits 10.4 through 10.6 hereto and are incorporated herein by reference.

Multi-Year Deferred Retirement Compensation Agreements

Pursuant to the Deferred Retirement Compensation Agreements, the Company will make annual contributions of Stock Units representing shares of the General Partner's common stock on January 1 of each year from 2013 through 2017 into a deferred compensation account maintained on behalf of each Messrs. Hersh, Lefkowitz and Thomas. The annual contribution for Messrs. Hersh, Lefkowitz and Thomas shall be in an amount of Stock Units equal to $500,000, $160,000 and $100,000, respectively. For 2013, the number of Stock Units will be determined using a fixed grant date price of $30.00 per share.

Vesting of each annual contribution of Stock Units will occur on December 31 of each year, subject to continued employment. Upon the payment of dividends on the General Partner's common stock, Messrs. Hersh, Lefkowitz and Thomas shall be entitled to dividend equivalent payments in respect of both vested and unvested Stock Units payable in the form of additional

Stock Units. The Stock Units shall become payable within 30 days after the earliest of any of the following triggering events: (a) the executive's death or disability; (b) the date of the executive's separation from service to the Company; and (c) the effective date of a change in control, in each case as such terms are defined in the employment agreements of Messrs. Hersh, Lefkowitz and Thomas. Upon the occurrence of a triggering event, the Stock Units shall be paid in cash based on the closing price of the General Partner's common stock on the date of such triggering event.

The Deferred Retirement Compensation Agreements are filed as Exhibits 10.7 through 10.9 hereto and are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Multi-Year Restricted Stock Agreement, dated as of September 12, 2012, between Mack-Cali Realty Corporation and Mitchell E. Hersh.
10.2	Multi-Year Restricted Stock Agreement, dated as of September 12, 2012, between Mack-Cali Realty Corporation and Barry Lefkowitz.
10.3	Multi-Year Restricted Stock Agreement, dated as of September 12, 2012, between Mack-Cali Realty Corporation and Roger W. Thomas.
10.4	TSR-Based Performance Agreement, dated as of September 12, 2012, between Mack-Cali Realty Corporation and Mitchell E. Hersh.
10.5	TSR-Based Performance Agreement, dated as of September 12, 2012, between Mack-Cali Realty Corporation and Barry Lefkowitz.
10.6	TSR-Based Performance Agreement, dated as of September 12, 2012, between Mack-Cali Realty Corporation and Roger W. Thomas.
10.7	Deferred Retirement Compensation Agreement, dated as of September 12, 2012, between Mack-Cali Realty Corporation and Mitchell E. Hersh.
10.8	Deferred Retirement Compensation Agreement, dated as of September 12, 2012, between Mack-Cali Realty Corporation and Barry Lefkowitz.
10.9	Deferred Retirement Compensation Agreement, dated as of September 12, 2012, between Mack-Cali Realty Corporation and Roger W. Thomas.

SIGNATURES

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

MACK-CALI REALTY CORPORATION

Dated: September 12, 2012

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

MACK-CALI REALTY, L.P.

By: Mack-Cali Realty Corporation,
its general partner

Dated: September 12, 2012

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

EXHIBIT INDEX

Exhibit No.	Description
10.1	Multi-Year Restricted Stock Agreement, dated as of September 12, 2012, between Mack-Cali Realty Corporation and Mitchell E. Hersh.
10.2	Multi-Year Restricted Stock Agreement, dated as of September 12, 2012, between Mack-Cali Realty Corporation and Barry Lefkowitz.
10.3	Multi-Year Restricted Stock Agreement, dated as of September 12, 2012, between Mack-Cali Realty Corporation and Roger W. Thomas.
10.4	TSR-Based Performance Agreement, dated as of September 12, 2012, between Mack-Cali Realty Corporation and Mitchell E. Hersh.
10.5	TSR-Based Performance Agreement, dated as of September 12, 2012, between Mack-Cali Realty Corporation and Barry Lefkowitz.
10.6	TSR-Based Performance Agreement, dated as of September 12, 2012, between Mack-Cali Realty Corporation and Roger W. Thomas.
10.7	Deferred Retirement Compensation Agreement, dated as of September 12, 2012, between Mack-Cali Realty Corporation and Mitchell E. Hersh.
10.8	Deferred Retirement Compensation Agreement, dated as of September 12, 2012, between Mack-Cali Realty Corporation and Barry Lefkowitz.
10.9	Deferred Retirement Compensation Agreement, dated as of September 12, 2012, between Mack-Cali Realty Corporation and Roger W. Thomas.

Exhibit 10.1

MACK-CALI REALTY CORPORATION
MULTI-YEAR PERFORMANCE AWARD AGREEMENT
MITCHELL E. HERSH

AGREEMENT EVIDENCING THE GRANT
OF A MULTI-YEAR PERFORMANCE AWARD PURSUANT
TO THE 2004 INCENTIVE STOCK PLAN
OF MACK-CALI REALTY CORPORATION

Agreement ("Agreement") entered into as of September 12, 2012 by and between Mack-Cali Realty Corporation (the "Company") and Mitchell E. Hersh ("Recipient").

Whereas, pursuant to the 2004 Incentive Stock Plan of Mack-Cali Realty Corporation (the "Plan"), the Company hereby awards shares of the Company's common stock, par value $.01 per share ("Common Stock"), to the Recipient to be issued on or about January 1, 2013 (the "Performance Commencement Date"), subject to such terms, conditions, and restrictions (hereinafter, "Multi-Year Performance Award") as set forth in the Plan, this Agreement and the Amended and Restated Employment Agreement dated as of July 1, 1999 by and between the Company and Recipient, as amended by the letter agreement dated December 9, 2008, and as such agreement may be subsequently, amended from time to time, or any new employment agreement entered into by the parties in substitution for such agreement (the "Employment Agreement");

Now Therefore, the parties hereto hereby agree as follows:

1. Award of Shares of Restricted Stock.

(a) *Award.* Pursuant to the Plan, the Committee hereby awards to the Recipient a Multi-Year Performance Award representing the conditional receipt of Two Hundred Ten Thousand (210,000) shares of Common Stock ("Restricted Shares") to be issued on or about the Performance Commencement Date subject to the terms, conditions and restrictions set forth herein. Except for the defined terms set forth in Section 4 below, capitalized terms not otherwise defined in this Agreement shall be as defined in the Plan.

(b) *Employment Agreement.* The provisions of the Plan and this Agreement are subject to the terms of the Recipient's Employment Agreement.

2. Award Restrictions.

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

(b) *Vesting Schedule.* An aggregate of Two Hundred Ten Thousand (210,000) Restricted Shares may vest in the Recipient on a year by year basis over a five to seven year Vesting Period. The number of Restricted Shares initially scheduled to be vested and earned on each Vesting Date on a year by year basis provided the Annual Performance Targets specified in Section 2(c) below are satisfied is as follows:

Restricted Shares	Vesting Date
42,000	January 1, 2014
42,000	January 1, 2015
42,000	January 1, 2016
42,000	January 1, 2017
42,000	January 1, 2018

(c) *Performance Goals.* (i) The Restricted Shares shall vest on the applicable Vesting Date on a year by year basis provided that the Annual Performance Targets (as hereinafter defined) for the calendar year ending on the last day of the Company's fiscal year immediately preceding such Vesting Date are met. The "Annual Performance Targets" shall mean the annual performance targets for each applicable calendar year as determined by the Executive Compensation and Option Committee of the Company's Board of Directors (the "Committee") and communicated to the Recipient no later than the last day of the first calendar quarter of the applicable calendar year; and (ii) In the event that the Annual Performance Targets for any calendar year are not satisfied so that the Restricted Shares do not vest on the Vesting Date on which they were scheduled to vest had the Annual Performance Targets been met, such Restricted Shares that failed to vest on such Vesting Date shall vest on any subsequent Vesting Date provided that the Annual Performance Targets for a subsequent calendar year are met. If any Restricted Shares remain unvested as of January 1, 2018, Annual Performance Targets shall be set for the 2018 calendar year and if any Restricted Shares have not vested by January 1, 2019, Annual Performance Targets shall be set for the 2019 calendar year. The Vesting Date applicable to the 2018 calendar year is January 1, 2019 and for the 2019 calendar year is January 1, 2020. Any Restricted Shares that have not been earned and vested by January 1, 2020 shall automatically be canceled and forfeited.

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

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

3. Stock Certificates.

(a) *Certificates.* Restricted Shares shall be evidenced by one or more stock certificates registered in the name of the Recipient or a nominee or nominees therefor. As soon as practicable following the Performance Commencement Date, the Company shall prepare and issue separate certificates for the Restricted Shares scheduled to vest in each year (the "Share Certificates"), which shall be registered in the name of the Recipient or a nominee and which shall bear such restrictive legend or legends (if any) as the Company may deem necessary or desirable under any applicable law. The Restricted Shares and such restrictions as the Company may deem necessary or desirable under any applicable law may be recorded by the Company in book-entry form in lieu of the issuance of Share Certificates.

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

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

(d) *Rights of Stockholder.* Except as otherwise provided in Section 2 and this Section 3, beginning on the Performance Commencement Date and for the duration of the Vesting Period and after the certificates for the

Restricted Shares have been issued, the Recipient shall be entitled to all rights of a stockholder of the Company, including the right to vote and the right to receive dividends, with respect to the Restricted Shares subject to this Agreement; provided, however, that the Recipient's right to receive dividends on Restricted Shares shall be subject to and conditioned and payable only upon the vesting of such Restricted Shares. Subject to applicable withholding requirements, if any, accrued dividends from the Performance Commencement Date on a tranche of Restricted Shares shall be paid to the Recipient upon Vesting of such tranche of Restricted Shares. Dividends payable in respect of a tranche of Restricted Shares prior to Vesting shall be retained by the Company or a designated third party on such terms and conditions as are agreed upon by the Company and the Recipient, and shall only become payable to Recipient upon Vesting of such tranche of Restricted Shares as soon as practicable following such Vesting Date.

(e) *Power of Designee.* The Designee is hereby authorized by the Recipient to utilize the stock power delivered by the Recipient to transfer all forfeited Shares to the Company upon receipt of instructions from a duly authorized representative of the Company.

4. Termination of Employment; Change in Control.

(a) *Termination Due to Disability, Death, for Good Reason or Without Cause; Change in Control.* Unless otherwise provided in the Employment Agreement, and notwithstanding any provision of the Plan to the contrary, if on or after the date hereof the Recipient terminates employment with the Company due to Disability (as defined in the Employment Agreement), death, for Good Reason (as defined in the Employment Agreement) or a termination initiated by the Company without Cause (as defined in the Employment Agreement), all Restricted Shares subject to this Agreement and held by, or on behalf of, the Recipient shall be deemed earned and vested as of the Recipient's last day of employment with the Company. In addition, unless otherwise provided in the Employment Agreement and notwithstanding any provision of the Plan to the contrary, all Restricted Shares subject to this Agreement and held by the Recipient on the date that a Change in Control (as defined in the Employment Agreement) occurs shall be deemed earned and vested as of such date.

(b) *Termination for Any Other Reason.* Unless otherwise provided in the Employment Agreement, if the Recipient's employment with the Company terminates after the date hereof but prior to January 1, 2018 and prior to the occurrence of a Change in Control for reasons other than Disability, death, a termination initiated by the Company without Cause or by Recipient for Good Reason, any Restricted Shares subject to this Agreement that have not been earned and vested prior to the Recipient's termination of employment shall be immediately forfeited on the last day of the Recipient's employment with the Company.

5. Withholding.

No later than the date as of which an amount first becomes includible in the gross income of the Recipient for income tax purposes or subject to the Federal Insurance Contributions Act withholding with respect to any and each tranche of Restricted Shares under this Multi-Year Performance Award, the Recipient will pay to the Company any minimum United States federal, state or local or foreign taxes of any kind required by law to be withheld with respect to such amount (the "Minimum Withholding Amount"). Payment of the Minimum Withholding Amount shall be made by the Recipient either (x) in cash, or (y) by forfeiting to the Company such number of Restricted Shares with a tax value equal to the Minimum Withholding Amount. The obligations of the Company under this Agreement will be conditional on such payment or arrangements, and the Company and its affiliates shall, to the extent permitted by law, have the right to deduct any such taxes from any payment otherwise due to the Recipient.

6. Adjustments for Capital Changes.

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

7. No Right to Continued Employment.

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

8. Notice.

Any notice to the Company hereunder shall be in writing addressed to the Company at its principal business office, which on the date of this Agreement is located at:

Mack-Cali Realty Corporation
343 Thornall Street
Edison, New Jersey 08837-2206
Attn: General Counsel

Any notice to the Recipient hereunder shall be in writing addressed to the Recipient at his address as set forth in the Company records or such other address as the Recipient shall notify the Company of in writing.

9. Entire Agreement; Effect of Employment Agreement.

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

(b) *Effect of Employment Agreement.* In the event the Employment Agreement with the Company contains additional rights, duties and/or obligations with respect to the Recipient, such terms and conditions shall govern the Recipient's Multi-Year Performance Award as if such terms and conditions had been set forth herein; and in the event of any conflict or inconsistency between the terms of the Employment Agreement or this Agreement, the terms and conditions of the Employment Agreement shall control.

10. 409A.

This Multi-Year Performance Award Agreement is not intended to provide for a deferral of compensation that would be subject to Section 409A of the Internal Revenue Code of 1986, as amended, and if necessary the parties will negotiate in good faith to adopt such amendments as may be required to ensure that, if possible, the amounts payable under this Multi-Year Performance Award Agreement will either not be subject to Section 409A, or will comply with the requirements of said section.

11. Construction.

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

12. Governing Law.

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

13. Successors.

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

[Signature Page Follows]

In Witness Whereof, the parties hereto have executed this Agreement to be effective on the date first above written.

MACK-CALI REALTY CORPORATION

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

RECIPIENT

/s/ Mitchell E. Hersh
Mitchell E. Hersh

Exhibit 10.2

MACK-CALI REALTY CORPORATION
MULTI-YEAR PERFORMANCE AWARD AGREEMENT
BARRY LEFKOWITZ

AGREEMENT EVIDENCING THE GRANT
OF A MULTI-YEAR PERFORMANCE AWARD PURSUANT
TO THE 2004 INCENTIVE STOCK PLAN
OF MACK-CALI REALTY CORPORATION

Agreement ("Agreement") entered into as of September 12, 2012 by and between Mack-Cali Realty Corporation (the "Company") and Barry Lefkowitz ("Recipient").

Whereas, pursuant to the 2004 Incentive Stock Plan of Mack-Cali Realty Corporation (the "Plan"), the Company hereby awards shares of the Company's common stock, par value $.01 per share ("Common Stock"), to the Recipient to be issued on or about January 1, 2013 (the "Performance Commencement Date"), subject to such terms, conditions, and restrictions (hereinafter, "Multi-Year Performance Award") as set forth in the Plan, this Agreement and the Amended and Restated Employment Agreement dated as of July 1, 1999 by and between the Company and Recipient, as amended by the letter agreement dated December 9, 2008, and as such agreement may be subsequently, amended from time to time, or any new employment agreement entered into by the parties in substitution for such agreement (the "Employment Agreement");

Now Therefore, the parties hereto hereby agree as follows:

1. Award of Shares of Restricted Stock.

(a) *Award.* Pursuant to the Plan, the Committee hereby awards to the Recipient a Multi-Year Performance Award representing the conditional receipt of Sixty-Eight Thousand Six Hundred Sixty-Seven (68,667) shares of Common Stock ("Restricted Shares") to be issued on or about the Performance Commencement Date subject to the terms, conditions and restrictions set forth herein. Except for the defined terms set forth in Section 4 below, capitalized terms not otherwise defined in this Agreement shall be as defined in the Plan.

(b) *Employment Agreement.* The provisions of the Plan and this Agreement are subject to the terms of the Recipient's Employment Agreement.

2. Award Restrictions.

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

(b) *Vesting Schedule.* An aggregate of Sixty-Eight Thousand Six Hundred Sixty-Seven (68,667) Restricted Shares may vest in the Recipient on a year by year basis over a five to seven year Vesting Period. The number of Restricted Shares initially scheduled to be vested and earned on each Vesting Date on a year by year basis provided the Annual Performance Targets specified in Section 2(c) below are satisfied is as follows:

Restricted Shares	Vesting Date
13,733	January 1, 2014
13,734	January 1, 2015
13,733	January 1, 2016
13,734	January 1, 2017
13,733	January 1, 2018

(c) *Performance Goals.* (i) The Restricted Shares shall vest on the applicable Vesting Date on a year by year basis provided that the Annual Performance Targets (as hereinafter defined) for the calendar year ending on the last day of the Company's fiscal year immediately preceding such Vesting Date are met. The "Annual Performance Targets" shall mean the annual performance targets for each applicable calendar year as determined by the Executive Compensation and Option Committee of the Company's Board of Directors (the "Committee") and communicated to the Recipient no later than the last day of the first calendar quarter of the applicable calendar year; and (ii) In the event that the Annual Performance Targets for any calendar year are not satisfied so that the Restricted Shares do not vest on the Vesting Date on which they were scheduled to vest had the Annual Performance Targets been met, such Restricted Shares that failed to vest on such Vesting Date shall vest on any subsequent Vesting Date provided that the Annual Performance Targets for a subsequent calendar year are met. If any Restricted Shares remain unvested as of January 1, 2018, Annual Performance Targets shall be set for the 2018 calendar year and if any Restricted Shares have not vested by January 1, 2019, Annual Performance Targets shall be set for the 2019 calendar year. The Vesting Date applicable to the 2018 calendar year is January 1, 2019 and for the 2019 calendar year is January 1, 2020. Any Restricted Shares that have not been earned and vested by January 1, 2020 shall automatically be canceled and forfeited.

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

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

3. Stock Certificates.

(a) *Certificates.* Restricted Shares shall be evidenced by one or more stock certificates registered in the name of the Recipient or a nominee or nominees therefor. As soon as practicable following the Performance Commencement Date, the Company shall prepare and issue separate certificates for the Restricted Shares scheduled to vest in each year (the "Share Certificates"), which shall be registered in the name of the Recipient or a nominee and which shall bear such restrictive legend or legends (if any) as the Company may deem necessary or desirable under any applicable law. The Restricted Shares and such restrictions as the Company may deem necessary or desirable under any applicable law may be recorded by the Company in book-entry form in lieu of the issuance of Share Certificates.

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

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

(d) *Rights of Stockholder.* Except as otherwise provided in Section 2 and this Section 3, beginning on the Performance Commencement Date and for the duration of the Vesting Period and after the certificates for the

Restricted Shares have been issued, the Recipient shall be entitled to all rights of a stockholder of the Company, including the right to vote and the right to receive dividends, with respect to the Restricted Shares subject to this Agreement; provided, however, that the Recipient's right to receive dividends on Restricted Shares shall be subject to and conditioned and payable only upon the vesting of such Restricted Shares. Subject to applicable withholding requirements, if any, accrued dividends from the Performance Commencement Date on a tranche of Restricted Shares shall be paid to the Recipient upon Vesting of such tranche of Restricted Shares. Dividends payable in respect of a tranche of Restricted Shares prior to Vesting shall be retained by the Company or a designated third party on such terms and conditions as are agreed upon by the Company and the Recipient, and shall only become payable to Recipient upon Vesting of such tranche of Restricted Shares as soon as practicable following such Vesting Date.

(e) *Power of Designee.* The Designee is hereby authorized by the Recipient to utilize the stock power delivered by the Recipient to transfer all forfeited Shares to the Company upon receipt of instructions from a duly authorized representative of the Company.

4. Termination of Employment; Change in Control.

(a) *Termination Due to Disability, Death, for Good Reason or Without Cause; Change in Control.* Unless otherwise provided in the Employment Agreement, and notwithstanding any provision of the Plan to the contrary, if on or after the date hereof the Recipient terminates employment with the Company due to Disability (as defined in the Employment Agreement), death, for Good Reason (as defined in the Employment Agreement) or a termination initiated by the Company without Cause (as defined in the Employment Agreement), all Restricted Shares subject to this Agreement and held by, or on behalf of, the Recipient shall be deemed earned and vested as of the Recipient's last day of employment with the Company. In addition, unless otherwise provided in the Employment Agreement and notwithstanding any provision of the Plan to the contrary, all Restricted Shares subject to this Agreement and held by the Recipient on the date that a Change in Control (as defined in the Employment Agreement) occurs shall be deemed earned and vested as of such date.

(b) *Termination for Any Other Reason.* Unless otherwise provided in the Employment Agreement, if the Recipient's employment with the Company terminates after the date hereof but prior to January 1, 2018 and prior to the occurrence of a Change in Control for reasons other than Disability, death, a termination initiated by the Company without Cause or by Recipient for Good Reason, any Restricted Shares subject to this Agreement that have not been earned and vested prior to the Recipient's termination of employment shall be immediately forfeited on the last day of the Recipient's employment with the Company.

5. Withholding.

No later than the date as of which an amount first becomes includible in the gross income of the Recipient for income tax purposes or subject to the Federal Insurance Contributions Act withholding with respect to any and each tranche of Restricted Shares under this Multi-Year Performance Award, the Recipient will pay to the Company any minimum United States federal, state or local or foreign taxes of any kind required by law to be withheld with respect to such amount (the "Minimum Withholding Amount"). Payment of the Minimum Withholding Amount shall be made by the Recipient either (x) in cash, or (y) by forfeiting to the Company such number of Restricted Shares with a tax value equal to the Minimum Withholding Amount. The obligations of the Company under this Agreement will be conditional on such payment or arrangements, and the Company and its affiliates shall, to the extent permitted by law, have the right to deduct any such taxes from any payment otherwise due to the Recipient.

6. Adjustments for Capital Changes.

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

7. No Right to Continued Employment.

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

8. Notice.

Any notice to the Company hereunder shall be in writing addressed to the Company at its principal business office, which on the date of this Agreement is located at:

Mack-Cali Realty Corporation
343 Thornall Street
Edison, New Jersey 08837-2206
Attn: President and Chief Executive Officer

Any notice to the Recipient hereunder shall be in writing addressed to the Recipient at his address as set forth in the Company records or such other address as the Recipient shall notify the Company of in writing.

9. Entire Agreement; Effect of Employment Agreement.

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

(b) *Effect of Employment Agreement.* In the event the Employment Agreement with the Company contains additional rights, duties and/or obligations with respect to the Recipient, such terms and conditions shall govern the Recipient's Multi-Year Performance Award as if such terms and conditions had been set forth herein; and in the event of any conflict or inconsistency between the terms of the Employment Agreement or this Agreement, the terms and conditions of the Employment Agreement shall control.

10. 409A.

This Multi-Year Performance Award Agreement is not intended to provide for a deferral of compensation that would be subject to Section 409A of the Internal Revenue Code of 1986, as amended, and if necessary the parties will negotiate in good faith to adopt such amendments as may be required to ensure that, if possible, the amounts payable under this Multi-Year Performance Award Agreement will either not be subject to Section 409A, or will comply with the requirements of said section.

11. Construction.

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

12. Governing Law.

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

13. Successors.

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

[Signature Page Follows]

In Witness Whereof, the parties hereto have executed this Agreement to be effective on the date first above written.

MACK-CALI REALTY CORPORATION

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

RECIPIENT

/s/ Barry Lefkowitz
Barry Lefkowitz

MACK-CALI REALTY CORPORATION
MULTI-YEAR PERFORMANCE AWARD AGREEMENT
ROGER W. THOMAS

AGREEMENT EVIDENCING THE GRANT
OF A MULTI-YEAR PERFORMANCE AWARD PURSUANT
TO THE 2004 INCENTIVE STOCK PLAN
OF MACK-CALI REALTY CORPORATION

Agreement ("Agreement") entered into as of September 12, 2012 by and between Mack-Cali Realty Corporation (the "Company") and Roger W. Thomas ("Recipient").

Whereas, pursuant to the 2004 Incentive Stock Plan of Mack-Cali Realty Corporation (the "Plan"), the Company hereby awards shares of the Company's common stock, par value $.01 per share ("Common Stock"), to the Recipient to be issued on or about January 1, 2013 (the "Performance Commencement Date"), subject to such terms, conditions, and restrictions (hereinafter, "Multi-Year Performance Award") as set forth in the Plan, this Agreement and the Amended and Restated Employment Agreement dated as of July 1, 1999 by and between the Company and Recipient, as amended by the letter agreement dated December 9, 2008, and as such agreement may be subsequently, amended from time to time, or any new employment agreement entered into by the parties in substitution for such agreement (the "Employment Agreement");

Now Therefore, the parties hereto hereby agree as follows:

1. Award of Shares of Restricted Stock.

(a) *Award.* Pursuant to the Plan, the Committee hereby awards to the Recipient a Multi-Year Performance Award representing the conditional receipt of Forty-One Thousand (41,000) shares of Common Stock ("Restricted Shares") to be issued on or about the Performance Commencement Date subject to the terms, conditions and restrictions set forth herein. Except for the defined terms set forth in Section 4 below, capitalized terms not otherwise defined in this Agreement shall be as defined in the Plan.

(b) *Employment Agreement.* The provisions of the Plan and this Agreement are subject to the terms of the Recipient's Employment Agreement.

2. Award Restrictions.

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

(b) *Vesting Schedule.* An aggregate of Forty-One Thousand (41,000) Restricted Shares may vest in the Recipient on a year by year basis over a five to seven year Vesting Period. The number of Restricted Shares initially scheduled to be vested and earned on each Vesting Date on a year by year basis provided the Annual Performance Targets specified in Section 2(c) below are satisfied is as follows:

Restricted Shares	Vesting Date
8,200	January 1, 2014
8,200	January 1, 2015
8,200	January 1, 2016
8,200	January 1, 2017
8,200	January 1, 2018

(c) *Performance Goals.* (i) The Restricted Shares shall vest on the applicable Vesting Date on a year by year basis provided that the Annual Performance Targets (as hereinafter defined) for the calendar year ending on the last day of the Company's fiscal year immediately preceding such Vesting Date are met. The "Annual Performance Targets" shall mean the annual performance targets for each applicable calendar year as determined by the Executive Compensation and Option Committee of the Company's Board of Directors (the "Committee") and communicated to the Recipient no later than the last day of the first calendar quarter of the applicable calendar year; and (ii) In the event that the Annual Performance Targets for any calendar year are not satisfied so that the Restricted Shares do not vest on the Vesting Date on which they were scheduled to vest had the Annual Performance Targets been met, such Restricted Shares that failed to vest on such Vesting Date shall vest on any subsequent Vesting Date provided that the Annual Performance Targets for a subsequent calendar year are met. If any Restricted Shares remain unvested as of January 1, 2018, Annual Performance Targets shall be set for the 2018 calendar year and if any Restricted Shares have not vested by January 1, 2019, Annual Performance Targets shall be set for the 2019 calendar year. The Vesting Date applicable to the 2018 calendar year is January 1, 2019 and for the 2019 calendar year is January 1, 2020. Any Restricted Shares that have not been earned and vested by January 1, 2020 shall automatically be canceled and forfeited.

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

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

3. Stock Certificates.

(a) *Certificates.* Restricted Shares shall be evidenced by one or more stock certificates registered in the name of the Recipient or a nominee or nominees therefor. As soon as practicable following the Performance Commencement Date, the Company shall prepare and issue separate certificates for the Restricted Shares scheduled to vest in each year (the "Share Certificates"), which shall be registered in the name of the Recipient or a nominee and which shall bear such restrictive legend or legends (if any) as the Company may deem necessary or desirable under any applicable law. The Restricted Shares and such restrictions as the Company may deem necessary or desirable under any applicable law may be recorded by the Company in book-entry form in lieu of the issuance of Share Certificates.

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

Company in accordance with the terms of this Agreement.

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

(d) *Rights of Stockholder.* Except as otherwise provided in Section 2 and this Section 3, beginning on the

Performance Commencement Date and for the duration of the Vesting Period and after the certificates for the Restricted Shares have been issued, the Recipient shall be entitled to all rights of a stockholder of the Company, including the right to vote and the right to receive dividends, with respect to the Restricted Shares subject to this Agreement; provided, however, that the Recipient's right to receive dividends on Restricted Shares shall be subject to and conditioned and payable only upon the vesting of such Restricted Shares. Subject to applicable withholding requirements, if any, accrued dividends from the Performance Commencement Date on a tranche of Restricted Shares shall be paid to the Recipient upon Vesting of such tranche of Restricted Shares. Dividends payable in respect of a tranche of Restricted Shares prior to Vesting shall be retained by the Company or a designated third party on such terms and conditions as are agreed upon by the Company and the Recipient, and shall only become payable to Recipient upon Vesting of such tranche of Restricted Shares as soon as practicable following such Vesting Date.

(e) *Power of Designee.* The Designee is hereby authorized by the Recipient to utilize the stock power delivered by the Recipient to transfer all forfeited Shares to the Company upon receipt of instructions from a duly authorized representative of the Company.

4. Termination of Employment; Change in Control.

(a) *Termination Due to Disability, Death, for Good Reason or Without Cause; Change in Control.* Unless otherwise provided in the Employment Agreement, and notwithstanding any provision of the Plan to the contrary, if on or after the date hereof the Recipient terminates employment with the Company due to Disability (as defined in the Employment Agreement), death, for Good Reason (as defined in the Employment Agreement) or a termination initiated by the Company without Cause (as defined in the Employment Agreement), all Restricted Shares subject to this Agreement and held by, or on behalf of, the Recipient shall be deemed earned and vested as of the Recipient's last day of employment with the Company. In addition, unless otherwise provided in the Employment Agreement and notwithstanding any provision of the Plan to the contrary, all Restricted Shares subject to this Agreement and held by the Recipient on the date that a Change in Control (as defined in the Employment Agreement) occurs shall be deemed earned and vested as of such date.

(b) *Termination for Any Other Reason.* Unless otherwise provided in the Employment Agreement, if the Recipient's employment with the Company terminates after the date hereof but prior to January 1, 2018 and prior to the occurrence of a Change in Control for reasons other than Disability, death, a termination initiated by the Company without Cause or by Recipient for Good Reason, any Restricted Shares subject to this Agreement that have not been earned and vested prior to the Recipient's termination of employment shall be immediately forfeited on the last day of the Recipient's employment with the Company.

5. Withholding.

No later than the date as of which an amount first becomes includible in the gross income of the Recipient for income tax purposes or subject to the Federal Insurance Contributions Act withholding with respect to any and each tranche of Restricted Shares under this Multi-Year Performance Award, the Recipient will pay to the Company any minimum United States federal, state or local or foreign taxes of any kind required by law to be withheld with respect to such amount (the "Minimum Withholding Amount"). Payment of the Minimum Withholding Amount shall be made by the Recipient either (x) in cash, or (y) by forfeiting to the Company such number of Restricted Shares with a tax value equal to the Minimum Withholding Amount. The obligations of the Company under this Agreement will be conditional on such payment or arrangements, and the Company and its affiliates shall, to the extent permitted by law, have the right to deduct any such taxes from any payment otherwise due to the Recipient.

6. Adjustments for Capital Changes.

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

7. No Right to Continued Employment.

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

8. Notice.

Any notice to the Company hereunder shall be in writing addressed to the Company at its principal business office, which on the date of this Agreement is located at:

Mack-Cali Realty Corporation
343 Thornall Street
Edison, New Jersey 08837-2206
Attn: President and Chief Executive Officer

Any notice to the Recipient hereunder shall be in writing addressed to the Recipient at his address as set forth in the Company records or such other address as the Recipient shall notify the Company of in writing.

9. Entire Agreement; Effect of Employment Agreement.

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

(b) *Effect of Employment Agreement.* In the event the Employment Agreement with the Company contains additional rights, duties and/or obligations with respect to the Recipient, such terms and conditions shall govern the Recipient's Multi-Year Performance Award as if such terms and conditions had been set forth herein; and in the event of any conflict or inconsistency between the terms of the Employment Agreement or this Agreement, the terms and conditions of the Employment Agreement shall control.

10. 409A.

This Multi-Year Performance Award Agreement is not intended to provide for a deferral of compensation that would be subject to Section 409A of the Internal Revenue Code of 1986, as amended, and if necessary the parties will negotiate in good faith to adopt such amendments as may be required to ensure that, if possible, the amounts payable under this Multi-Year Performance Award Agreement will either not be subject to Section 409A, or will comply with the requirements of said section.

11. Construction.

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

12. Governing Law.

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

13. Successors.

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

[Signature Page Follows]

In Witness Whereof, the parties hereto have executed this Agreement to be effective on the date first above written.

MACK-CALI REALTY CORPORATION

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

RECIPIENT

/s/ Roger W. Thomas
Roger W. Thomas

Exhibit 10.4

MACK-CALI REALTY CORPORATION
TSR-BASED PERFORMANCE AWARD AGREEMENT
MITCHELL E. HERSH

AGREEMENT EVIDENCING THE GRANT
OF A TSR-BASED PERFORMANCE AWARD PURSUANT
TO THE 2004 INCENTIVE STOCK PLAN
OF MACK-CALI REALTY CORPORATION

Name of Recipient:	Mitchell E. Hersh
No. of Performance Shares:	3,375
Maximum Award Dollar Amount:	$3,375,000
Grant Date:	January 1, 2013

RECITALS

A. Mitchell E. Hersh (the "Recipient") is the President and Chief Executive Officer of Mack-Cali Realty Corporation (the "Company").

B. The Company has adopted the TSR-Based Long-Term Performance Plan (the "Performance Plan") to provide the Company's employees with incentive compensation**.** The Performance Plan was adopted by the Executive Compensation and Option Committee (the "Committee") of the Board of Directors of the Company (the "Board") and ratified by the Board pursuant to its authority to make grants of phantom stock units in the form of performance shares (the "Performance Shares") which shall, subject to certain conditions, become earned and convertible into shares of the Company's common stock, par value $.01 per share (the "Common Stock"), that have been or shall be reserved for issuance under the Company's 2004 Incentive Stock Plan or any successor equity compensation plan providing for similar awards (collectively, the "Equity Plan"). This award agreement (this "Agreement") evidences an award to the Recipient under the Performance Plan (the "Award"), which is subject to the terms and conditions set forth herein, the Equity Plan and the Amended and Restated Employment Agreement dated as of July 1, 1999 by and between the Company and Recipient, as amended by the letter agreement dated December 9, 2008, and as such agreement may be subsequently, amended from time to time, or any new employment agreement entered into by the parties in substitution for such agreement (the "Employment Agreement").

C. The Recipient was selected by the Committee to receive the Award and on January 1, 2013 shall cause the Company to issue to the Recipient the number of Performance Shares (as defined hereinafter) set forth above.

NOW, THEREFORE, the Company and the Recipient agree as follows:

1. Administration. The Performance Plan and all awards thereunder, including this Award, shall be administered by the Committee, which in the administration of the Performance Plan shall have all the powers and authority it has in the administration of the Equity Plan as set forth in the Equity Plan.

2. Definitions. Capitalized terms used herein without definitions shall have the meanings given to those terms in the Equity Plan. In addition, as used herein:

"Absolute TSR Performance" means, for any Performance Period, a percentage calculated by dividing the Company TSR for such Performance Period by the Company Stock Price on the Trading Day immediately preceding January 1 of such Performance Period.

"Absolute TSR Threshold" means a percentage of the Equity Value of the Performance Shares that may be earned at various Absolute TSR Performance levels for a Performance Period as of a given Vesting Date as shall be

established by the Committee each year, with the amounts to be earned at Absolute TSR Performance levels between amounts fixed by the Committee to be determined linearly based on a straight line interpolation between such Absolute TSR Performance levels.

"Cause" has the meaning given to that term in the Employment Agreement.

"Change in Control" has the meaning given to that term in the Employment Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Common Stock" has the meaning set forth in the Recitals to this Agreement.

"Company Stock Price" means as of a particular date means (i) if the Common Stock is then listed on the New York Stock Exchange, the closing market price of the Common Stock as reported on the Consolidated Tape of the New York Stock Exchange for such date, (ii) if the Common Stock is then listed on any other national securities exchange, the closing sales price per share of Common Stock on the exchange for the last preceding date on which there was a sale of shares of Common Stock on such exchange, as determined by the Committee, (iii) if the Common Stock is not then listed on a national securities exchange but is then traded on an over-the-counter market, the average of the closing bid and asked prices for the shares of Common Stock in such over-the-counter market for the last preceding date on which there was a sale of such shares in such market, as determined by the Committee, or (iv) if the Common Stock is not then listed on a national securities exchange or traded on an over-the-counter market, such value as the Committee in its discretion may in good faith determine; provided that, where the shares of Common Stock are so listed or traded, the Committee may make such discretionary determinations where the shares of Common Stock have not been traded for 10 Trading Days.

"Company TSR" means, for any Performance Period, the Company's TSR for such Performance Period.

"Conversion Shares" shall mean that number of shares of Common Stock issuable upon conversion of Performance Shares that have been vested and earned as of a Vesting Date.

"Disability" has the meaning given to that term in the Employment Agreement.

"Equity Value" means, with respect to the Performance Shares, $1,000 per Performance Share.

"Excess TSR" means the amount by which the Company's Absolute TSR Performance or Relative TSR Performance exceeds either the maximum Absolute TSR Threshold or Relative TSR Threshold, respectively, in any Performance Period. If the Company's Absolute TSR Performance and Relative TSR Performance both exceed their applicable maximum TSR Performance Targets for the same Performance Period, either or both of such Excess TSR amounts for such Performance Period may be

applied to any prior or subsequent Performance Period in accordance with Section 3(b).

"Good Reason" has the meaning given to that term in the Employment Agreement.

"Minimum Price Condition" means the minimum closing price of the Company's Common Stock on a possible Vesting Date as of December 31 of a Performance Period that must be achieved for Performance Shares to be earned, as shall be fixed by the Committee each year.

"Peer Group REITs" means a group of publicly trade REITs that shall be selected each year by the Committee for purposes of determining the Relative TSR Performance.

"Performance Commencement Date" means January 1, 2013.

"Performance Period" means the period of January 1 through December 31 in each or any of the Company's fiscal years 2013 through 2017.

"Relative TSR Performance" means, for any Performance Period, the Company TSR for such Performance Period relative to the TSR of the Peer Group REITs, for the same Performance Period expressed as a percentile calculated by dividing the number of such Peer Group REITs with a TSR less than the Company TSR by the sum of the total number of such Peer Group REITs plus the Company.

"Relative TSR Threshold" means a percentage of the Equity Value of the Performance Shares that may be earned at various Relative TSR Performance levels for a Performance Period as of a given Vesting Date, as shall be fixed by the Committee each year, with the amounts to be earned at Relative TSR Performance levels between amounts fixed by the Committee to be determined linearly based on a straight line interpolation between such Relative TSR Performance levels.

"Trading Day" means any date on which means any day on which the Common Stock is traded on the New York Stock Exchange; provided that "Trading Day" shall not include any day on which the Common Stock is scheduled to trade on the New York Stock Exchange for less than 4.5 hours or any day that the Common Stock is suspended from trading during the final hour of trading on the New York Stock Exchange.

"Total Stockholder Return" or "TSR" means, for any Performance Period, the appreciation in the stock price of a company's common equity measured from the Trading Day immediately preceding January 1 of such Performance Period through and as of December 31 of such Performance Period, plus the aggregate amount of any dividends paid by such company during such Performance Period, all divided by the stock price of a company's common equity on the Trading Day immediately preceding January 1 of such Performance Period.

"TSR Performance Target" means either of the Absolute TSR Thresholds and Relative TSR Thresholds for each Performance Period.

"Vesting Date" means either (a) December 31 of a Performance Period on which Performance Shares may be earned subject to the satisfaction of the Minimum Price Condition and upon the attainment of applicable Absolute TSR Thresholds or Relative TSR Thresholds, or (b) the date during a Performance Period on which all Performance Shares vest pursuant to Sections 4(a), (b) or (c).

3. Performance Award.

(a) General Terms. The Recipient is hereby granted an Award consisting of Three Thousand Three Hundred Seventy-Five (3,375) Performance Shares. The Performance Shares shall not vest in the Recipient and shall remain subject to forfeiture until the conditions of Sections 3(b) and Section 4 are fully satisfied.

(b) Vesting. An aggregate of 675 Performance Shares may vest in and become earned and payable to the Recipient on the Vesting Date of each year during the Performance Period, but only to the extent that: (i) the Minimum Price Condition has been met for such Performance Period, and (ii) the Company's TSR exceeds either (x) the minimum Absolute TSR Threshold, or (y) the minimum Relative TSR Threshold, in each case subject to upward adjustment in an amount equal to the unapplied Excess TSR, if any, for any other prior or subsequent Performance Period. If the Minimum Price Condition and either of the TSR Performance Targets are satisfied as of a Vesting Date, the Performance Shares shall be earned and immediately converted into that number of Conversion Shares determined in accordance with the following formula:

$$Z = (A \times Y)/B$$

where:

Z = the number of shares of Common Stock (rounded to the next whole share) to be issued to the Recipient.

A = the Equity Value of the Performance Shares subject to vesting on the Vesting Date.

Y = the higher of (i) the maximum Absolute TSR Threshold attained for the Performance Period, or (ii) the maximum Relative TSR Threshold attained for the Performance Period, in each case after adding any

applicable Excess TSR to the Absolute TSR Performance or Relative TSR Performance, as applicable.

B = the Company Stock Price as of the Vesting Date.

(c) Annual Targets. The Minimum Stock Price, TSR Performance Targets and Peer Group REITs for the 2013 Performance Period are set forth on Schedule A attached hereto. On or before the end of the first fiscal quarter of each year during the Performance Period, the Committee shall communicate to the Recipient the Minimum Price Condition, Absolute TSR Thresholds, Relative TSR Thresholds and Peer Group REITs (if changed from the prior year); provided that any changes to the Peer Group REITs for a Performance Period must be approved by the Committee prior to January 1 of such Performance Period. If not so communicated to the Recipient by March 31 of such Performance Period, the prior year targets shall apply.

4. Termination of Recipient's Employment; Change of Control; Death and Disability.

(a) Except as provided in Sections 4(b) and 4(c) below, if at any time the Recipient shall cease to be an employee of the Company for any reason, then all Performance Shares that remain unvested at such time shall automatically and immediately be forfeited by the Recipient.

(b) If at any time the Recipient shall cease to be an employee of the Company as a result of his death or Disability or due to (A) a termination without Cause by the Company or (B) a termination by the Recipient with Good Reason (each, a "Separation Event"), then all unvested Performance Shares that would otherwise be eligible to vest at the end of such Performance Period in which the Separation Event occurs shall vest and be earned immediately and the Conversion Shares issuable in

respect of such Performance Shares shall be issued at 100% of the Equity Value of such Performance Shares based on the Company Stock Price on the Trading Day immediately preceding the date of such Separation Event.

(c) Upon the occurrence of a Change in Control of the Company, all unvested Performance Shares that would otherwise be eligible to vest at the end of such Performance Period in which the Change in Control occurs shall vest and be earned immediately and the Conversion Shares issuable in respect of such Performance Shares shall be issued at 100% of the Equity Value of such Performance Shares based on the Company Stock Price on the Trading Day immediately preceding the effective date of such Change in Control; provided that if the Change in Control consists of a sale or merger of the Company in which shareholders will receive cash or other consideration, then in lieu of the issuance of Conversion Shares, the Committee may provide for the Recipient to receive the amount of consideration the Recipient would have received had the applicable number of Conversion Shares been issued immediately prior to the Change in Control, which consideration shall be paid at the same time, and subject to the same post-closing conditions, if any, at which payment is made to the shareholders of the Company pursuant to the terms of the Change in Control.

5. Payments by Award Recipients. No amount shall be payable to the Company by the Recipient at any time in respect of this Award or any Performance Shares.

6. Dividends. All of the Performance Shares granted pursuant to this Agreement shall be deemed to have been issued as part of the same Award on the Performance Commencement Date. On any applicable Vesting Date, the Recipient shall be entitled to receive additional shares of Common Stock in an amount equal to (x) the accrued dividends the Recipient would have received on the Conversion Shares from the Performance Commencement Date through the Vesting Date as if such Conversion Shares had been issued to the Recipient on the Performance Commencement Date, divided by (y) the Company Stock Price on the Vesting Date. The Recipient's right to receive the dividend equivalent shares of Common Stock on Conversion Shares shall be subject to and conditioned and issued to the Recipient only upon the vesting of such Conversion Shares. Subject to applicable withholding requirements, the dividend equivalent shares of Common Stock from the Performance Commencement Date on a tranche of Conversion Shares shall be issued to the Recipient concurrently with the Conversion Shares.

7. Restrictions on Transfer. None of the Performance Shares granted hereunder shall be sold, assigned, transferred, pledged, hypothecated, given away or in any other manner disposed of or encumbered, whether voluntarily or by operation of law.

8. 409A. This Agreement is not intended to provide for a deferral of compensation that would be subject to Section 409A of the Code, and if necessary the parties will negotiate in good faith to adopt such amendments as may be required to ensure that, if possible, the amounts payable under this Agreement will either not be subject to Section 409A, or will comply with the requirements of said section.

9. Miscellaneous.

(a) Amendments. This Agreement may be amended or modified only with the consent of the Company upon the recommendation or determination of the Board or the Committee; *provided* that any such amendment or modification adversely affecting the rights of the Recipient hereunder must be consented to by the Recipient to be effective as against him.

(b) Incorporation of Equity Plan. The provisions of the Equity Plan are hereby incorporated by reference as if set forth herein. If and to the extent that any provision contained in this Agreement is inconsistent with the Equity Plan, this Agreement shall govern.

(c) Status of Performance Shares under the Equity Plan. The Performance Shares are being granted as phantom stock units under the Equity Plan.

(d) Issuance of Conversion Shares; Compliance With Law. All Conversion Shares shall be issued as of the applicable Vesting Date, and shall be deemed for all purposes to be issued and outstanding as of the applicable Vesting Date. The Company shall cause its transfer agent to issue the Conversion Shares as soon as practical after the applicable Vesting Date, subject to all applicable securities laws and exchange requirements. The Company and the Recipient will make reasonable efforts to comply with all applicable securities laws. In addition, notwithstanding any provision of this Agreement to the contrary, no Performance Shares will become vested or be converted into Conversion Shares at a time that such vesting or payment would result in a violation of any such law.

(e) Severability. In the event that one or more of the provisions of this Agreement may be invalidated for any reason by a court, any provision so invalidated will be deemed to be separable from the other provisions hereof, and the remaining provisions hereof will continue to be valid and fully enforceable.

(f) Governing Law. This Agreement is made under, and will be construed in accordance with, the laws of the State of New York, without giving effect to the principle of conflict of laws of such State.

(g) No Obligation to Continue Position as an Officer or to Employ. Neither the Company nor any affiliate is obligated by or as a result of this Agreement to continue to have the Recipient as an executive officer or to employ the Recipient and this Agreement shall not interfere in any way with the right of the Company or any affiliate to terminate the Recipient's employment as an executive officer or employee at any time.

(h) Notices. Any notice to the Company hereunder shall be in writing addressed to the Company at its principal business office, which on the date of this Agreement is located at:

Mack-Cali Realty Corporation
343 Thornall Street
Edison, New Jersey 08837-2206
Attn: General Counsel

Any notice to the Recipient hereunder shall be in writing addressed to the Recipient at his address as set forth in the Company records or such other address as the Recipient shall notify the Company of in writing.

(i) Withholding and Taxes. No later than the date as of which an amount first becomes includible in the gross income of the Recipient for income tax purposes or subject to the Federal Insurance Contributions Act withholding with respect to the Award, the Recipient will pay to the Company any minimum

United States federal, state or local or foreign taxes of any kind required by law to be withheld with respect to such amount (the "Minimum Withholding Amount"). Payment of the Minimum Withholding Amount shall be made by the Recipient either (x) in cash, or (y) by forfeiting to the Company such number of Conversion Shares with a tax value equal to the Minimum Withholding Amount. The obligations of the Company under this Agreement will be conditional on such payment or arrangements, and the Company and its affiliates shall, to the extent permitted by law, have the right to deduct any such taxes from any payment otherwise due to the Recipient.

(j) Entire Agreement; Effect of Employment Agreement. This Agreement contains the entire understanding of the parties and shall not be modified

or amended except in writing and duly signed by each of the parties hereto. No waiver by either party of any default under this Agreement shall be deemed a waiver of any later default hereunder. In the event the Employment Agreement with the Company contains additional rights, duties and/or obligations with respect to the Recipient, such terms and conditions shall govern this Performance Award as if such terms and conditions had been set forth herein; and in the event of any conflict or inconsistency between the terms of the Employment Agreement or this Agreement, except as set forth in Section 4 of this Agreement, the terms and conditions of the Employment Agreement shall control.

(k) Successors and Assigns. This Agreement shall be binding upon the Company's successors and assigns, whether or not this Agreement is expressly assumed.

[Signature Page Follows]

In Witness Whereof, the parties hereto have executed this Agreement to be effective on the date first above written.

MACK-CALI REALTY CORPORATION

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

RECIPIENT

/s/ Mitchell E. Hersh
Mitchell E. Hersh

SCHEDULE A

Vesting Provisions of Performance Shares for 2013 Performance Period

The 2013 Performance Shares are subject to the following Vesting Criteria established by the Committee:

Minimum Price Condition: $30.00

Absolute TSR Performance:

Absolute TSR Performance	Absolute TSR Performance Threshold
6.0%	33.33 %
7.5%	66.67 %
9.0%	100.00 %

Relative TSR Performance:

Relative TSR Performance	Relative TSR Performance Threshold
40th Percentile	33.33 %
50th Percentile	66.67 %
60th Percentile	100.00 %

2013 Peer Group REITs for purposes of determining the Relative TSR Performance:

To be determined by the Committee and communicated to the Recipient no later than December 31, 2012.

Exhibit 10.5

MACK-CALI REALTY CORPORATION
TSR-BASED PERFORMANCE AWARD AGREEMENT
BARRY LEFKOWITZ

AGREEMENT EVIDENCING THE GRANT
OF A TSR-BASED PERFORMANCE AWARD PURSUANT
TO THE 2004 INCENTIVE STOCK PLAN
OF MACK-CALI REALTY CORPORATION

Name of Recipient:	Barry Lefkowitz
No. of Performance Shares:	1,125
Maximum Award Dollar Amount:	$1,125,000
Grant Date:	January 1, 2013

RECITALS

A. Barry Lefkowitz (the "Recipient") is the Executive Vice President and Chief Financial Officer of Mack-Cali Realty Corporation (the "Company").

B. The Company has adopted the TSR-Based Long-Term Performance Plan (the "Performance Plan") to provide the Company's employees with incentive compensation**.** The Performance Plan was adopted by the Executive Compensation and Option Committee (the "Committee") of the Board of Directors of the Company (the "Board") and ratified by the Board pursuant to its authority to make grants of phantom stock units in the form of performance shares (the "Performance Shares") which shall, subject to certain conditions, become earned and convertible into shares of the Company's common stock, par value $.01 per share (the "Common Stock"), that have been or shall be reserved for issuance under the Company's 2004 Incentive Stock Plan or any successor equity compensation plan providing for similar awards (collectively, the "Equity Plan"). This award agreement (this "Agreement") evidences an award to the Recipient under the Performance Plan (the "Award"), which is subject to the terms and conditions set forth herein, the Equity Plan and the Amended and Restated Employment Agreement dated as of July 1, 1999 by and between the Company and Recipient, as amended by the letter agreement dated December 9, 2008, and as such agreement may be subsequently, amended from time to time, or any new employment agreement entered into by the parties in substitution for such agreement (the "Employment Agreement").

C. The Recipient was selected by the Committee to receive the Award and on January 1, 2013 shall cause the Company to issue to the Recipient the number of Performance Shares (as defined hereinafter) set forth above.

NOW, THEREFORE, the Company and the Recipient agree as follows:

1. Administration. The Performance Plan and all awards thereunder, including this Award, shall be administered by the Committee, which in the administration of the Performance Plan shall have all the powers and authority it has in the administration of the Equity Plan as set forth in the Equity Plan.

2. Definitions. Capitalized terms used herein without definitions shall have the meanings given to those terms in the Equity Plan. In addition, as used herein:

"Absolute TSR Performance" means, for any Performance Period, a percentage calculated by dividing the Company TSR for such Performance Period by the Company Stock Price on the Trading Day immediately preceding January 1 of such Performance Period.

"Absolute TSR Threshold" means a percentage of the Equity Value of the Performance Shares that may be earned at various Absolute TSR Performance levels for a Performance Period as of a given Vesting Date as shall be

established by the Committee each year, with the amounts to be earned at Absolute TSR Performance levels between amounts fixed by the Committee to be determined linearly based on a straight line interpolation between such Absolute TSR Performance levels.

"Cause" has the meaning given to that term in the Employment Agreement.

"Change in Control" has the meaning given to that term in the Employment Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Common Stock" has the meaning set forth in the Recitals to this Agreement.

"Company Stock Price" means as of a particular date means (i) if the Common Stock is then listed on the New York Stock Exchange, the closing market price of the Common Stock as reported on the Consolidated Tape of the New York Stock Exchange for such date, (ii) if the Common Stock is then listed on any other national securities exchange, the closing sales price per share of Common Stock on the exchange for the last preceding date on which there was a sale of shares of Common Stock on such exchange, as determined by the Committee, (iii) if the Common Stock is not then listed on a national securities exchange but is then traded on an over-the-counter market, the average of the closing bid and asked prices for the shares of Common Stock in such over-the-counter market for the last preceding date on which there was a sale of such shares in such market, as determined by the Committee, or (iv) if the Common Stock is not then listed on a national securities exchange or traded on an over-the-counter market, such value as the Committee in its discretion may in good faith determine; provided that, where the shares of Common Stock are so listed or traded, the Committee may make such discretionary determinations where the shares of Common Stock have not been traded for 10 Trading Days.

"Company TSR" means, for any Performance Period, the Company's TSR for such Performance Period.

"Conversion Shares" shall mean that number of shares of Common Stock issuable upon conversion of Performance Shares that have been vested and earned as of a Vesting Date.

"Disability" has the meaning given to that term in the Employment Agreement.

"Equity Value" means, with respect to the Performance Shares, $1,000 per Performance Share.

"Excess TSR" means the amount by which the Company's Absolute TSR Performance or Relative TSR Performance exceeds either the maximum Absolute TSR Threshold or Relative TSR Threshold, respectively, in any Performance Period. If the Company's Absolute TSR Performance and Relative TSR Performance both exceed their applicable maximum TSR Performance Targets for the same Performance Period, either or both of such Excess TSR amounts for such Performance Period may be

applied to any prior or subsequent Performance Period in accordance with Section 3(b).

"Good Reason" has the meaning given to that term in the Employment Agreement.

"Minimum Price Condition" means the minimum closing price of the Company's Common Stock on a possible Vesting Date as of December 31 of a Performance Period that must be achieved for Performance Shares to be earned, as shall be fixed by the Committee each year.

"Peer Group REITs" means a group of publicly trade REITs that shall be selected each year by the Committee for purposes of determining the Relative TSR Performance.

"Performance Commencement Date" means January 1, 2013.

"Performance Period" means the period of January 1 through December 31 in each or any of the Company's fiscal years 2013 through 2017.

"Relative TSR Performance" means, for any Performance Period, the Company TSR for such Performance Period relative to the TSR of the Peer Group REITs, for the same Performance Period expressed as a percentile calculated by dividing the number of such Peer Group REITs with a TSR less than the Company TSR by the sum of the total number of such Peer Group REITs plus the Company.

"Relative TSR Threshold" means a percentage of the Equity Value of the Performance Shares that may be earned at various Relative TSR Performance levels for a Performance Period as of a given Vesting Date, as shall be fixed by the Committee each year, with the amounts to be earned at Relative TSR Performance levels between amounts fixed by the Committee to be determined linearly based on a straight line interpolation between such Relative TSR Performance levels.

"Trading Day" means any date on which means any day on which the Common Stock is traded on the New York Stock Exchange; provided that "Trading Day" shall not include any day on which the Common Stock is scheduled to trade on the New York Stock Exchange for less than 4.5 hours or any day that the Common Stock is suspended from trading during the final hour of trading on the New York Stock Exchange.

"Total Stockholder Return" or "TSR" means, for any Performance Period, the appreciation in the stock price of a company's common equity measured from the Trading Day immediately preceding January 1 of such Performance Period through and as of December 31 of such Performance Period, plus the aggregate amount of any dividends paid by such company during such Performance Period, all divided by the stock price of a company's common equity on the Trading Day immediately preceding January 1 of such Performance Period.

"TSR Performance Target" means either of the Absolute TSR Thresholds and Relative TSR Thresholds for each Performance Period.

"Vesting Date" means either (a) December 31 of a Performance Period on which Performance Shares may be earned subject to the satisfaction of the Minimum Price Condition and upon the attainment of applicable Absolute TSR Thresholds or Relative TSR Thresholds, or (b) the date during a Performance Period on which all Performance Shares vest pursuant to Sections 4(a), (b) or (c).

3. Performance Award.

(a) General Terms. The Recipient is hereby granted an Award consisting of One Thousand One Hundred Twenty Five (1,125) Performance Shares. The Performance Shares shall not vest in the Recipient and shall remain subject to forfeiture until the conditions of Sections 3(b) and Section 4 are fully satisfied.

(b) Vesting. An aggregate of 225 Performance Shares may vest in and become earned and payable to the Recipient on the Vesting Date of each year during the Performance Period, but only to the extent that: (i) the Minimum Price Condition has been met for such Performance Period, and (ii) the Company's TSR exceeds either (x) the minimum Absolute TSR Threshold, or (y) the minimum Relative TSR Threshold, in each case subject to upward adjustment in an amount equal to the unapplied Excess TSR, if any, for any other prior or subsequent Performance Period. If the Minimum Price Condition and either of the TSR Performance Targets are satisfied as of a Vesting Date, the Performance Shares shall be earned and immediately converted into that number of Conversion Shares determined in accordance with the following formula:

$$Z = (A \times Y)/B$$

where:

Z = the number of shares of Common Stock (rounded to the next whole share) to be issued to the Recipient.

A = the Equity Value of the Performance Shares subject to vesting on the Vesting Date.

Y = the higher of (i) the maximum Absolute TSR Threshold attained for the Performance Period, or (ii) the maximum Relative TSR Threshold attained for the Performance Period, in each case after adding any

applicable Excess TSR to the Absolute TSR Performance or Relative TSR Performance, as applicable.

B = the Company Stock Price as of the Vesting Date.

(c) Annual Targets. The Minimum Stock Price, TSR Performance Targets and Peer Group REITs for the 2013 Performance Period are set forth on Schedule A attached hereto. On or before the end of the first fiscal quarter of each year during the Performance Period, the Committee shall communicate to the Recipient the Minimum Price Condition, Absolute TSR Thresholds, Relative TSR Thresholds and Peer Group REITs (if changed from the prior year); provided that any changes to the Peer Group REITs for a Performance Period must be approved by the Committee prior to January 1 of such Performance Period. If not so communicated to the Recipient by March 31 of such Performance Period, the prior year targets shall apply.

4. Termination of Recipient's Employment; Change of Control; Death and Disability.

(a) Except as provided in Sections 4(b) and 4(c) below, if at any time the Recipient shall cease to be an employee of the Company for any reason, then all Performance Shares that remain unvested at such time shall automatically and immediately be forfeited by the Recipient.

(b) If at any time the Recipient shall cease to be an employee of the Company as a result of his death or Disability or due to (A) a termination without Cause by the Company or (B) a termination by the Recipient with Good Reason (each, a "Separation Event"), then all unvested Performance Shares that would otherwise be eligible to vest at the end of such Performance Period in which the Separation Event occurs shall vest and be earned immediately and the Conversion Shares issuable in

respect of such Performance Shares shall be issued at 100% of the Equity Value of such Performance Shares based on the Company Stock Price on the Trading Day immediately preceding the date of such Separation Event.

(c) Upon the occurrence of a Change in Control of the Company, all unvested Performance Shares that would otherwise be eligible to vest at the end of such Performance Period in which the Change in Control occurs shall vest and be earned immediately and the Conversion Shares issuable in respect of such Performance Shares shall be issued at 100% of the Equity Value of such Performance Shares based on the Company Stock Price on the Trading Day immediately preceding the effective date of such Change in Control; provided that if the Change in Control consists of a sale or merger of the Company in which shareholders will receive cash or other consideration, then in lieu of the issuance of Conversion Shares, the Committee may provide for the Recipient to receive the amount of consideration the Recipient would have received had the applicable number of Conversion Shares been issued immediately prior to the Change in Control, which consideration shall be paid at the same time, and subject to the same post-closing conditions, if any, at which payment is made to the shareholders of the Company pursuant to the terms of the Change in Control.

5. Payments by Award Recipients. No amount shall be payable to the Company by the Recipient at any time in respect of this Award or any Performance Shares.

6. Dividends. All of the Performance Shares granted pursuant to this Agreement shall be deemed to have been issued as part of the same Award on the Performance Commencement Date. On any applicable Vesting Date, the Recipient shall be entitled to receive additional shares of Common Stock in an amount equal to (x) the accrued dividends the Recipient would have received on the Conversion Shares from the Performance Commencement Date through the Vesting Date as if such Conversion Shares had been issued to the Recipient on the Performance Commencement Date, divided by (y) the Company Stock Price on the Vesting Date. The Recipient's right to receive the dividend equivalent shares of Common Stock on Conversion Shares shall be subject to and conditioned and issued to the Recipient only upon the vesting of such Conversion Shares. Subject to applicable withholding requirements, the dividend equivalent shares of Common Stock from the Performance Commencement Date on a tranche of Conversion Shares shall be issued to the Recipient concurrently with the Conversion Shares.

7. Restrictions on Transfer. None of the Performance Shares granted hereunder shall be sold, assigned, transferred, pledged, hypothecated, given away or in any other manner disposed of or encumbered, whether voluntarily or by operation of law.

8. 409A. This Agreement is not intended to provide for a deferral of compensation that would be subject to Section 409A of the Code, and if necessary the parties will negotiate in good faith to adopt such amendments as may be required to ensure that, if possible, the amounts payable under this Agreement will either not be subject to Section 409A, or will comply with the requirements of said section.

9. Miscellaneous.

(a) Amendments. This Agreement may be amended or modified only with the consent of the Company upon the recommendation or determination of the Board or the Committee; *provided* that any such amendment or modification adversely affecting the rights of the Recipient hereunder must be consented to by the Recipient to be effective as against him.

(b) Incorporation of Equity Plan. The provisions of the Equity Plan are hereby incorporated by reference as if set forth herein. If and to the extent that any provision contained in this Agreement is inconsistent with the Equity Plan, this Agreement shall govern.

(c) Status of Performance Shares under the Equity Plan. The Performance Shares are being granted as phantom stock units under the Equity Plan.

(d) Issuance of Conversion Shares; Compliance With Law. All Conversion Shares shall be issued as of the applicable Vesting Date, and shall be deemed for all purposes to be issued and outstanding as of the applicable Vesting Date. The Company shall cause its transfer agent to issue the Conversion Shares as soon as practical after the applicable Vesting Date, subject to all applicable securities laws and exchange requirements. The Company and the Recipient will make reasonable efforts to comply with all applicable securities laws. In addition, notwithstanding any provision of this Agreement to the contrary, no Performance Shares will become vested or be converted into Conversion Shares at a time that such vesting or payment would result in a violation of any such law.

(e) Severability. In the event that one or more of the provisions of this Agreement may be invalidated for any reason by a court, any provision so invalidated will be deemed to be separable from the other provisions hereof, and the remaining provisions hereof will continue to be valid and fully enforceable.

(f) Governing Law. This Agreement is made under, and will be construed in accordance with, the laws of the State of New York, without giving effect to the principle of conflict of laws of such State.

(g) No Obligation to Continue Position as an Officer or to Employ. Neither the Company nor any affiliate is obligated by or as a result of this Agreement to continue to have the Recipient as an executive officer or to employ the Recipient and this Agreement shall not interfere in any way with the right of the Company or any affiliate to terminate the Recipient's employment as an executive officer or employee at any time.

(h) Notices. Any notice to the Company hereunder shall be in writing addressed to the Company at its principal business office, which on the date of this Agreement is located at:

Mack-Cali Realty Corporation
343 Thornall Street
Edison, New Jersey 08837-2206
Attn: President and Chief Executive Officer

Any notice to the Recipient hereunder shall be in writing addressed to the Recipient at his address as set forth in the Company records or such other address as the Recipient shall notify the Company of in writing.

(i) Withholding and Taxes. No later than the date as of which an amount first becomes includible in the gross income of the Recipient for income tax purposes or subject to the Federal Insurance Contributions Act withholding with respect to the Award, the Recipient will pay to the Company any minimum

United States federal, state or local or foreign taxes of any kind required by law to be withheld with respect to such amount (the "Minimum Withholding Amount"). Payment of the Minimum Withholding Amount shall be made by the Recipient either (x) in cash, or (y) by forfeiting to the Company such number of Conversion Shares with a tax value equal to the Minimum Withholding Amount. The obligations of the Company under this Agreement will be conditional on such payment or arrangements, and the Company and its affiliates shall, to the extent permitted by law, have the right to deduct any such taxes from any payment otherwise due to the Recipient.

(j) Entire Agreement; Effect of Employment Agreement. This Agreement contains the entire understanding of the parties and shall not be modified

or amended except in writing and duly signed by each of the parties hereto. No waiver by either party of any default under this Agreement shall be deemed a waiver of any later default hereunder. In the event the Employment Agreement with the Company contains additional rights, duties and/or obligations with respect to the Recipient, such terms and conditions shall govern this Performance Award as if such terms and conditions had been set forth herein; and in the event of any conflict or inconsistency between the terms of the Employment Agreement or this Agreement, except as set forth in Section 4 of this Agreement, the terms and conditions of the Employment Agreement shall control.

(k) Successors and Assigns. This Agreement shall be binding upon the Company's successors and assigns, whether or not this Agreement is expressly assumed.

[Signature Page Follows]

In Witness Whereof, the parties hereto have executed this Agreement to be effective on the date first above written.

MACK-CALI REALTY CORPORATION

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

RECIPIENT

/s/ Barry Lefkowitz
Barry Lefkowitz

SCHEDULE A

Vesting Provisions of Performance Shares for 2013 Performance Period

The 2013 Performance Shares are subject to the following Vesting Criteria established by the Committee:

Minimum Price Condition: $30.00

Absolute TSR Performance:

Absolute TSR Performance	Absolute TSR Performance Threshold
6.0%	33.33 %
7.5%	66.67 %
9.0%	100.00 %

Relative TSR Performance:

Relative TSR Performance	Relative TSR Performance Threshold
40th Percentile	33.33 %
50th Percentile	66.67 %
60th Percentile	100.00 %

2013 Peer Group REITs for purposes of determining the Relative TSR Performance:

To be determined by the Committee and communicated to the Recipient no later than December 31, 2012.

Exhibit 10.6

MACK-CALI REALTY CORPORATION
TSR-BASED PERFORMANCE AWARD AGREEMENT
ROGER W. THOMAS

AGREEMENT EVIDENCING THE GRANT
OF A TSR-BASED PERFORMANCE AWARD PURSUANT
TO THE 2004 INCENTIVE STOCK PLAN
OF MACK-CALI REALTY CORPORATION

Name of Recipient:	Roger W. Thomas
No. of Performance Shares:	660
Maximum Award Dollar Amount:	$660,000
Grant Date:	January 1, 2013

RECITALS

A. Roger W. Thomas (the "Recipient") is the Executive Vice President, General Counsel and Secretary of Mack-Cali Realty Corporation (the "Company").

B. The Company has adopted the TSR-Based Long-Term Performance Plan (the "Performance Plan") to provide the Company's employees with incentive compensation**.** The Performance Plan was adopted by the Executive Compensation and Option Committee (the "Committee") of the Board of Directors of the Company (the "Board") and ratified by the Board pursuant to its authority to make grants of phantom stock units in the form of performance shares (the "Performance Shares") which shall, subject to certain conditions, become earned and convertible into shares of the Company's common stock, par value $.01 per share (the "Common Stock"), that have been or shall be reserved for issuance under the Company's 2004 Incentive Stock Plan or any successor equity compensation plan providing for similar awards (collectively, the "Equity Plan"). This award agreement (this "Agreement") evidences an award to the Recipient under the Performance Plan (the "Award"), which is subject to the terms and conditions set forth herein, the Equity Plan and the Amended and Restated Employment Agreement dated as of July 1, 1999 by and between the Company and Recipient, as amended by the letter agreement dated December 9, 2008, and as such agreement may be subsequently, amended from time to time, or any new employment agreement entered into by the parties in substitution for such agreement (the "Employment Agreement").

C. The Recipient was selected by the Committee to receive the Award and on January 1, 2013 shall cause the Company to issue to the Recipient the number of Performance Shares (as defined hereinafter) set forth above.

NOW, THEREFORE, the Company and the Recipient agree as follows:

1. Administration. The Performance Plan and all awards thereunder, including this Award, shall be administered by the Committee, which in the administration of the Performance Plan shall have all the powers and authority it has in the administration of the Equity Plan as set forth in the Equity Plan.

2. Definitions. Capitalized terms used herein without definitions shall have the meanings given to those terms in the Equity Plan. In addition, as used herein:

"Absolute TSR Performance" means, for any Performance Period, a percentage calculated by dividing the Company TSR for such Performance Period by the Company Stock Price on the Trading Day immediately preceding January 1 of such Performance Period.

"Absolute TSR Threshold" means a percentage of the Equity Value of the Performance Shares that may be earned at various Absolute TSR Performance levels for a Performance Period as of a given Vesting Date as shall be

established by the Committee each year, with the amounts to be earned at Absolute TSR Performance levels between amounts fixed by the Committee to be determined linearly based on a straight line interpolation between such Absolute TSR Performance levels.

"Cause" has the meaning given to that term in the Employment Agreement.

"Change in Control" has the meaning given to that term in the Employment Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Common Stock" has the meaning set forth in the Recitals to this Agreement.

"Company Stock Price" means as of a particular date means (i) if the Common Stock is then listed on the New York Stock Exchange, the closing market price of the Common Stock as reported on the Consolidated Tape of the New York Stock Exchange for such date, (ii) if the Common Stock is then listed on any other national securities exchange, the closing sales price per share of Common Stock on the exchange for the last preceding date on which there was a sale of shares of Common Stock on such exchange, as determined by the Committee, (iii) if the Common Stock is not then listed on a national securities exchange but is then traded on an over-the-counter market, the average of the closing bid and asked prices for the shares of Common Stock in such over-the-counter market for the last preceding date on which there was a sale of such shares in such market, as determined by the Committee, or (iv) if the Common Stock is not then listed on a national securities exchange or traded on an over-the-counter market, such value as the Committee in its discretion may in good faith determine; provided that, where the shares of Common Stock are so listed or traded, the Committee may make such discretionary determinations where the shares of Common Stock have not been traded for 10 Trading Days.

"Company TSR" means, for any Performance Period, the Company's TSR for such Performance Period.

"Conversion Shares" shall mean that number of shares of Common Stock issuable upon conversion of Performance Shares that have been vested and earned as of a Vesting Date.

"Disability" has the meaning given to that term in the Employment Agreement.

"Equity Value" means, with respect to the Performance Shares, $1,000 per Performance Share.

"Excess TSR" means the amount by which the Company's Absolute TSR Performance or Relative TSR Performance exceeds either the maximum Absolute TSR Threshold or Relative TSR Threshold, respectively, in any Performance Period. If the Company's Absolute TSR Performance and Relative TSR Performance both exceed their applicable maximum TSR Performance Targets for the same Performance Period, either or both of such Excess TSR amounts for such Performance Period may be

applied to any prior or subsequent Performance Period in accordance with Section 3(b).

"Good Reason" has the meaning given to that term in the Employment Agreement.

"Minimum Price Condition" means the minimum closing price of the Company's Common Stock on a possible Vesting Date as of December 31 of a Performance Period that must be achieved for Performance Shares to be earned, as shall be fixed by the Committee each year.

"Peer Group REITs" means a group of publicly trade REITs that shall be selected each year by the Committee for purposes of determining the Relative TSR Performance.

"Performance Commencement Date" means January 1, 2013.

"Performance Period" means the period of January 1 through December 31 in each or any of the Company's fiscal years 2013 through 2017.

"Relative TSR Performance" means, for any Performance Period, the Company TSR for such Performance Period relative to the TSR of the Peer Group REITs, for the same Performance Period expressed as a percentile calculated by dividing the number of such Peer Group REITs with a TSR less than the Company TSR by the sum of the total number of such Peer Group REITs plus the Company.

"Relative TSR Threshold" means a percentage of the Equity Value of the Performance Shares that may be earned at various Relative TSR Performance levels for a Performance Period as of a given Vesting Date, as shall be fixed by the Committee each year, with the amounts to be earned at Relative TSR Performance levels between amounts fixed by the Committee to be determined linearly based on a straight line interpolation between such Relative TSR Performance levels.

"Trading Day" means any date on which means any day on which the Common Stock is traded on the New York Stock Exchange; provided that "Trading Day" shall not include any day on which the Common Stock is scheduled to trade on the New York Stock Exchange for less than 4.5 hours or any day that the Common Stock is suspended from trading during the final hour of trading on the New York Stock Exchange.

"Total Stockholder Return" or "TSR" means, for any Performance Period, the appreciation in the stock price of a company's common equity measured from the Trading Day immediately preceding January 1 of such Performance Period through and as of December 31 of such Performance Period, plus the aggregate amount of any dividends paid by such company during such Performance Period, all divided by the stock price of a company's common equity on the Trading Day immediately preceding January 1 of such Performance Period.

"TSR Performance Target" means either of the Absolute TSR Thresholds and Relative TSR Thresholds for each Performance Period.

"Vesting Date" means either (a) December 31 of a Performance Period on which Performance Shares may be earned subject to the satisfaction of the Minimum Price Condition and upon the attainment of applicable Absolute TSR Thresholds or Relative TSR Thresholds, or (b) the date during a Performance Period on which all Performance Shares vest pursuant to Sections 4(a), (b) or (c).

3. Performance Award.

(a) General Terms. The Recipient is hereby granted an Award consisting of Six Hundred Sixty (660) Performance Shares. The Performance Shares shall not vest in the Recipient and shall remain subject to forfeiture until the conditions of Sections 3(b) and Section 4 are fully satisfied.

(b) Vesting. An aggregate of 132 Performance Shares may vest in and become earned and payable to the Recipient on the Vesting Date of each year during the Performance Period, but only to the extent that: (i) the Minimum Price Condition has been met for such Performance Period, and (ii) the Company's TSR exceeds either (x) the minimum Absolute TSR Threshold, or (y) the minimum Relative TSR Threshold, in each case subject to upward adjustment in an amount equal to the unapplied Excess TSR, if any, for any other prior or subsequent Performance Period. If the Minimum Price Condition and either of the TSR Performance Targets are satisfied as of a Vesting Date, the Performance Shares shall be earned and immediately converted into that number of Conversion Shares determined in accordance with the following formula:

$$Z = (A \times Y)/B$$

where:

Z = the number of shares of Common Stock (rounded to the next whole share) to be issued to the Recipient.

A = the Equity Value of the Performance Shares subject to vesting on the Vesting Date.

Y = the higher of (i) the maximum Absolute TSR Threshold attained for the Performance Period, or (ii) the maximum Relative TSR Threshold attained for the Performance Period, in each case after adding any

applicable Excess TSR to the Absolute TSR Performance or Relative TSR Performance, as applicable.

B = the Company Stock Price as of the Vesting Date.

(c) Annual Targets. The Minimum Stock Price, TSR Performance Targets and Peer Group REITs for the 2013 Performance Period are set forth on Schedule A attached hereto. On or before the end of the first fiscal quarter of each year during the Performance Period, the Committee shall communicate to the Recipient the Minimum Price Condition, Absolute TSR Thresholds, Relative TSR Thresholds and Peer Group REITs (if changed from the prior year); provided that any changes to the Peer Group REITs for a Performance Period must be approved by the Committee prior to January 1 of such Performance Period. If not so communicated to the Recipient by March 31 of such Performance Period, the prior year targets shall apply.

4. Termination of Recipient's Employment; Change of Control; Death and Disability.

(a) Except as provided in Sections 4(b) and 4(c) below, if at any time the Recipient shall cease to be an employee of the Company for any reason, then all Performance Shares that remain unvested at such time shall automatically and immediately be forfeited by the Recipient.

(b) If at any time the Recipient shall cease to be an employee of the Company as a result of his death or Disability or due to (A) a termination without Cause by the Company or (B) a termination by the Recipient with Good Reason (each, a "Separation Event"), then all unvested Performance Shares that would otherwise be eligible to vest at the end of such Performance Period in which the Separation Event occurs shall vest and be earned immediately and the Conversion Shares issuable in

respect of such Performance Shares shall be issued at 100% of the Equity Value of such Performance Shares based on the Company Stock Price on the Trading Day immediately preceding the date of such Separation Event.

(c) Upon the occurrence of a Change in Control of the Company, all unvested Performance Shares that would otherwise be eligible to vest at the end of such Performance Period in which the Change in Control occurs shall vest and be earned immediately and the Conversion Shares issuable in respect of such Performance Shares shall be issued at 100% of the Equity Value of such Performance Shares based on the Company Stock Price on the Trading Day immediately preceding the effective date of such Change in Control; provided that if the Change in Control consists of a sale or merger of the Company in which shareholders will receive cash or other consideration, then in lieu of the issuance of Conversion Shares, the Committee may provide for the Recipient to receive the amount of consideration the Recipient would have received had the applicable number of Conversion Shares been issued immediately prior to the Change in Control, which consideration shall be paid at the same time, and subject to the same post-closing conditions, if any, at which payment is made to the shareholders of the Company pursuant to the terms of the Change in Control.

5. Payments by Award Recipients. No amount shall be payable to the Company by the Recipient at any time in respect of this Award or any Performance Shares.

6. Dividends. All of the Performance Shares granted pursuant to this Agreement shall be deemed to have been issued as part of the same Award on the Performance Commencement Date. On any applicable Vesting Date, the Recipient shall be entitled to receive additional shares of Common Stock in an amount equal to (x) the accrued dividends the Recipient would have received on the Conversion Shares from the Performance Commencement Date through the Vesting Date as if such Conversion Shares had been issued to the Recipient on the Performance Commencement Date, divided by (y) the Company Stock Price on the Vesting Date. The Recipient's right to receive the dividend equivalent shares of Common Stock on Conversion Shares shall be subject to and conditioned and issued to the Recipient only upon the vesting of such Conversion Shares. Subject to applicable withholding requirements, the dividend equivalent shares of Common Stock from the Performance Commencement Date on a tranche of Conversion Shares shall be issued to the Recipient concurrently with the Conversion Shares.

7. Restrictions on Transfer. None of the Performance Shares granted hereunder shall be sold, assigned, transferred, pledged, hypothecated, given away or in any other manner disposed of or encumbered, whether voluntarily or by operation of law.

8. 409A. This Agreement is not intended to provide for a deferral of compensation that would be subject to Section 409A of the Code, and if necessary the parties will negotiate in good faith to adopt such amendments as may be required to ensure that, if possible, the amounts payable under this Agreement will either not be subject to Section 409A, or will comply with the requirements of said section.

9. Miscellaneous.

(a) Amendments. This Agreement may be amended or modified only with the consent of the Company upon the recommendation or determination of the Board or the Committee; *provided* that any such amendment or modification adversely affecting the rights of the Recipient hereunder must be consented to by the Recipient to be effective as against him.

(b) Incorporation of Equity Plan. The provisions of the Equity Plan are hereby incorporated by reference as if set forth herein. If and to the extent that any provision contained in this Agreement is inconsistent with the Equity Plan, this Agreement shall govern.

(c) Status of Performance Shares under the Equity Plan. The Performance Shares are being granted as phantom stock units under the Equity Plan.

(d) Issuance of Conversion Shares; Compliance With Law. All Conversion Shares shall be issued as of the applicable Vesting Date, and shall be deemed for all purposes to be issued and outstanding as of the applicable Vesting Date. The Company shall cause its transfer agent to issue the Conversion Shares as soon as practical after the applicable Vesting Date, subject to all applicable securities laws and exchange requirements. The Company and the Recipient will make reasonable efforts to comply with all applicable securities laws. In addition, notwithstanding any provision of this Agreement to the contrary, no Performance Shares will become vested or be converted into Conversion Shares at a time that such vesting or payment would result in a violation of any such law.

(e) Severability. In the event that one or more of the provisions of this Agreement may be invalidated for any reason by a court, any provision so invalidated will be deemed to be separable from the other provisions hereof, and the remaining provisions hereof will continue to be valid and fully enforceable.

(f) Governing Law. This Agreement is made under, and will be construed in accordance with, the laws of the State of New York, without giving effect to the principle of conflict of laws of such State.

(g) No Obligation to Continue Position as an Officer or to Employ. Neither the Company nor any affiliate is obligated by or as a result of this Agreement to continue to have the Recipient as an executive officer or to employ the Recipient and this Agreement shall not interfere in any way with the right of the Company or any affiliate to terminate the Recipient's employment as an executive officer or employee at any time.

(h) Notices. Any notice to the Company hereunder shall be in writing addressed to the Company at its principal business office, which on the date of this Agreement is located at:

Mack-Cali Realty Corporation
343 Thornall Street
Edison, New Jersey 08837-2206
Attn: President and Chief Executive Officer

Any notice to the Recipient hereunder shall be in writing addressed to the Recipient at his address as set forth in the Company records or such other address as the Recipient shall notify the Company of in writing.

(i) Withholding and Taxes. No later than the date as of which an amount first becomes includible in the gross income of the Recipient for income tax purposes or subject to the Federal Insurance Contributions Act withholding with respect to the Award, the Recipient will pay to the Company any minimum

United States federal, state or local or foreign taxes of any kind required by law to be withheld with respect to such amount (the "Minimum Withholding Amount"). Payment of the Minimum Withholding Amount shall be made by the Recipient either (x) in cash, or (y) by forfeiting to the Company such number of Conversion Shares with a tax value equal to the Minimum Withholding Amount. The obligations of the Company under this Agreement will be conditional on such payment or arrangements, and the Company and its affiliates shall, to the extent permitted by law, have the right to deduct any such taxes from any payment otherwise due to the Recipient.

(j) Entire Agreement; Effect of Employment Agreement. This Agreement contains the entire understanding of the parties and shall not be modified

or amended except in writing and duly signed by each of the parties hereto. No waiver by either party of any default under this Agreement shall be deemed a waiver of any later default hereunder. In the event the Employment Agreement with the Company contains additional rights, duties and/or obligations with respect to the Recipient, such terms and conditions shall govern this Performance Award as if such terms and conditions had been set forth herein; and in the event of any conflict or inconsistency between the terms of the Employment Agreement or this Agreement, except as set forth in Section 4 of this Agreement, the terms and conditions of the Employment Agreement shall control.

(k) Successors and Assigns. This Agreement shall be binding upon the Company's successors and assigns, whether or not this Agreement is expressly assumed.

[Signature Page Follows]

In Witness Whereof, the parties hereto have executed this Agreement to be effective on the date first above written.

MACK-CALI REALTY CORPORATION

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

RECIPIENT

/s/ Roger W. Thomas
Roger W. Thomas

SCHEDULE A

Vesting Provisions of Performance Shares for 2013 Performance Period

The 2013 Performance Shares are subject to the following Vesting Criteria established by the Committee:

Minimum Price Condition: $30.00

Absolute TSR Performance:

Absolute TSR Performance	Absolute TSR Performance Threshold
6.0%	33.33 %
7.5%	66.67 %
9.0%	100.00 %

Relative TSR Performance:

Relative TSR Performance	Relative TSR Performance Threshold
40th Percentile	33.33 %
50th Percentile	66.67 %
60th Percentile	100.00 %

2013 Peer Group REITs for purposes of determining the Relative TSR Performance:

To be determined by the Committee and communicated to the Recipient no later than December 31, 2012.

Exhibit 10.7

DEFERRED RETIREMENT COMPENSATION AGREEMENT

This Deferred Retirement Compensation Agreement (the "Agreement") is entered into as of the 12th day of September, 2012, by and between Mack-Cali Realty Corporation (the "Company") and Mitchell E. Hersh (the "Executive").

WHEREAS, the Executive has served the Company for many years as its President and Chief Executive Officer without any Company-provided retirement benefit; and

WHEREAS, the Company desires to reward the Executive for his past service to the Company and encourage and incentivize the Executive to contribute to the long-term success of the Company; and

WHEREAS, the Company has adopted the Mack-Cali Realty Corporation 2004 Incentive Stock Plan which authorizes the Company to issue phantom stock units, consisting of contractual rights to receive the value of shares of Stock in the future;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt of which is mutually acknowledged, the Company and the Executive hereby agree as follows:

1. Definitions.

"Change in Control" shall have the meaning set forth in the Employment Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Committee" means the Executive Compensation and Option Committee of the Board of Directors of the Company.

"Contribution Date" means January 1 of each year from January 1, 2013, through and including January 1, 2017.

"Deferred Compensation Amount" means an amount equal to (x) the Stock Price on the Trigger Date, multiplied by (y) the number of Stock Units credited to the Account as of the Trigger Date that have vested in accordance with Section 3.

"Employment Agreement" means the Amended and Restated Employment Agreement, dated as of July 1, 1999, by and between the Company and the Executive, as amended by the letter agreement dated December 9, 2008, and as such agreement may be subsequently amended from time to time, or any new employment agreement entered into by the parties in substitution for such agreement.

"Equity Plan" means the Mack-Cali Realty Corporation 2004 Incentive Stock Plan, or any plan subsequently adopted by the Company authorizing the issuance of Stock Units, or similar rights as contemplated herein.

"Fair Market Value" per share of Stock as of a particular date means (i) if shares of Stock are then listed on the New York Stock Exchange, the closing market price of the Stock as reported on the Consolidated Tape of the New York Stock Exchange for such date, (ii) if shares of Stock are then listed on any other national securities exchange, the closing sales price per share of Stock on the exchange for the last preceding date on which there was a sale of shares of Stock on such exchange, as determined by the Committee, (iii) if shares of Stock are not then listed on a national securities exchange but are then traded on an over-the-counter market, the average of the closing bid and asked prices for the shares of Stock in such over-the-counter market for the last preceding date on which there was a sale of such shares in such market, as determined by the Committee, or (iv) if shares of Stock are not then listed on a national securities exchange or traded on an over-the-counter market, such value as the Committee in its discretion may in good faith determine; provided that, where the shares of Stock are so listed or traded, the Committee may make such discretionary determinations where the shares of Stock have not been traded for ten (10) trading days.

"Initial Contribution Date" means January 1, 2013.

"Stock Units" means the right to receive the value of one share of Stock in accordance with the terms of this Agreement. The Stock Units shall be issued pursuant to the Equity Plan, and constitute "phantom stock units" as defined in the Equity Plan. The terms of the Equity Plan are incorporated herein, provided that in the event of any conflict between the terms of the Equity Plan and this Agreement, the terms of this Agreement shall control to the maximum extent permitted by applicable law.

"Stock" means the common stock of the Company, par value $.01 per share, or any other common stock of the Company, or any successor to the Company, into which such common stock shall be converted by merger, recapitalization, or similar transaction.

"Stock Price" means, as of a particular date, the Fair Market Value of one share of Stock on such date (or, if such date is not a trading day, the most recent trading day immediately preceding such date); provided, however, that if such date is the date upon which a Change in Control that consists of a purchase of all or substantially all of the stock or assets of the Company or merger of the Company with an unaffiliated party, the Stock Price as of such date shall be equal to the fair market value in cash, as determined by the Committee, of the total consideration paid or payable in the transaction resulting in the Change in Control for one share of Stock. Notwithstanding the foregoing, the Stock Price on the Initial Contribution Date shall be equal to $30.00 per share.

"Trigger Date" means the earliest of (a) the termination of the Executive's employment with the Company for any reason, (b) the Executive's death, and (c) the effective date of a Change in Control.

2. Deferred Compensation Account. The Company shall establish and maintain an individual bookkeeping account (the "Account") to record all amounts credited to the Executive pursuant to this Agreement. On the Initial Contribution Date and on each subsequent Contribution Date that occurs on or before the Trigger Date, the Company shall credit to the Account a number of Stock Units, calculated to the nearest one-thousandth of a Stock Unit,

determined by dividing the amount of $500,000 (the "Annual Contribution Amount") by the Stock Price on the Contribution Date. After the occurrence of the Trigger Date, no additional amounts shall be credited to the Account, except as otherwise provided in Sections 3 and 5.

3. Vesting of Stock Units. The Executive shall become fully vested with respect to Stock Units credited to the Account on December 31 of the year in which such Stock Units are credited, subject in each case to the Executive's continued employment through each applicable vesting date. In the event that, during a year that includes a Contribution Date, the Executive's employment is terminated by reason of death or Disability, without Cause or for Good Reason, as all such terms are defined in

the Employment Agreement, or that a Change in Control occurs and the Executive is employed through the date of the Change in Control (in either case, an "Accelerated Vesting Event"), the Stock Units contributed during such year shall fully vest. In addition, if an Accelerated Vesting Event occurs prior to the last Contribution Date, the Executive shall be paid an amount (the "Cash Amount") equal to the Annual Contribution Amount multiplied by the number of remaining Contribution Dates. The Cash Amount shall be paid to the Executive, in cash, on the Payment Date resulting from the Accelerated Vesting Event; provided that if the Payment Date is deferred pursuant to Section 4(i) or (ii), then, in lieu of payment of the Cash Amount, a number of additional Stock Units equal to the Cash Amount divided by the Stock Price on the date of the Accelerated Vesting Event shall be credited to the Account, which additional Stock Units shall be fully vested and paid in accordance with Section 4. Upon the termination of the Executive's employment with the Company for any reason other than an Accelerated Vesting Event, all Stock Units that have not vested shall thereupon, and with no further action, be forfeited by the Executive.

4. Payment of Deferred Compensation Amount. The Company shall pay the Executive (or if applicable, the Executive's beneficiary) the Deferred Compensation Amount in a lump-sum in cash on a date (the "Payment Date") that is no later than 30 days following the Trigger Date; provided, however, that (i) if the Trigger Date is the Executive's termination of employment and such termination of employment is not a "separation from service" within the meaning of Section 409A of the Code, determined in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h), or if the Trigger Date is the effective date of a Change in Control and the Change in Control is not a "change in control event" with respect to the Executive within the meaning of Section 409A of the Code, then in either such case the Account shall vest to the extent provided herein, but the Payment Date shall be deferred until not more than 30 days following the first to occur of (A) the Executive's separation from service or a change in control event, as so defined, or (B) the Executive's death, which shall constitute the new Trigger Date for purposes of Section 5 and (ii) if on a Trigger Date that results from the Executive's separation from service (including a Trigger Date deferred pursuant to (i) above), the Executive is a "specified employee" within the meaning of Section 409A of the Code, the Payment Date shall be deferred until not more than 30 days after the earlier of the first day of the seventh month following the month that includes the separation from service, or the Executive's death, which shall constitute the new Trigger Date for purposes of Section 5.

5. Dividend Equivalent Rights. If the Company pays a cash dividend on the Stock and the record date for such cash dividend occurs on or after the Initial Contribution Date and on or prior to the Trigger Date, then the Executive's Account shall be credited with a number of additional Stock Units, calculated to the nearest thousandth of a Stock Unit, determined by (i)

multiplying (A) the number of Stock Units in the Account immediately prior to the record date by (B) the cash dividend per share declared by the Company, and (ii) dividing the product by the Stock Price on the date of payment of the dividend. Any stock dividends declared by the Company on the Stock shall result in a proportionate increase in Units in the Executive's Account as if the Executive held shares of Stock equal to the number of Stock Units in the Account. To the extent that a portion of the Stock Units in the Executive's Account are vested on the record date, the same percentage of additional Stock Units credited pursuant to this Section 5 shall be vested when credited, and the remaining additional Stock Units shall vest when the remaining Stock Units in the Account vest pursuant to Section 3.

6. Termination. This Agreement shall automatically terminate and be of no further force and effect immediately following the payment of the Deferred Compensation Amount.

7. Transferability. This Agreement is personal to the Executive, is non-assignable and is not transferable in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution.

8. Tax Withholding. All payments to the Executive hereunder shall be net of any minimum required Federal, state, and local tax withholding. To the extent the balance in the Account is subject to tax prior to the Payment Date under the Federal Insurance Contributions Act or any tax withholding law, to the extent such minimum tax is not paid from other sources, the Company may reduce the balance in the Account by the number of Stock Units determined by dividing the amount of such minimum unpaid tax by the Stock Price on the date of payment.

9. Section 409A. The parties intend that this Agreement will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. The parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party. The Company makes no representation or warranty and shall have no liability to the Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

10. Source of Payments/Unfunded Status. The Agreement is intended to constitute an unfunded plan. Any amount due and payable to the Executive in respect of the Stock Units pursuant to the terms of this Agreement shall be paid solely from the general assets of the Company. The Executive (and his beneficiary, if applicable) shall not have any interest in any specific asset as a result of this Agreement or any right to payment under the Agreement. The Company shall not have any obligation to set aside any funds or shares of Stock for the purpose of making any benefit payments under this Agreement. Nothing contained herein shall give the Executive (or his beneficiary, if applicable) any rights that are greater than those of a general unsecured creditor of the Company. No action taken pursuant to the terms of this Agreement shall be construed to create a funded arrangement, a plan asset, or a fiduciary relationship between the Company and the Executive (or his beneficiary, if applicable).

11. Status under ERISA. This agreement, and the comparable agreements being entered into by the Company with other senior executives, constitutes an employee pension benefit plan as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974 ("ERISA"), and is intended by the parties to be an unfunded plan maintained for the purpose of providing deferred compensation for a select group of management and highly compensated employees as defined in Sections 201(2), 301(a)(3), and 401(a)(1) of ERISA and Department of Labor Regulations Section 2520.104-23. To the extent required by ERISA, the Committee shall be the "administrator" of such plan as defined in Section 3(16)(A) of ERISA, and shall have all authority and responsibility of an administrator as so defined in the administration of the plan, including all the powers and authority it has in the administration of the Equity Plan as set forth in the Equity Plan. In the event that any dispute arises between the Executive and the Company with respect to the Executive's right to a benefit pursuant to this agreement, the Executive may submit a claim for such benefit, and the Committee shall process such claim, and any appeal by the Executive of a denial of such claim, in accordance with the requirements of Section 503 of ERISA and Department of Labor Regulations Section 2560.503-1.

12. No Obligation to Continue Employment. The Company is not obligated by or as a result of this Agreement to continue the employment of Executive and this Agreement shall not interfere in any way with the right of the Company to terminate the employment of the Executive at any time.

13. Notices. Any notice to the Company hereunder shall be in writing addressed to the Company at its principal business office, which on the date of this Agreement is located at:

Mack-Cali Realty Corporation
343 Thornall Street
Edison, New Jersey 08837-2206
Attn: General Counsel

Any notice to the Executive hereunder shall be in writing addressed to the Executive at his address as set forth in the Company records or such other address as the Executive shall notify the Company of in writing.

14. Changes in Stock. If (i) the Company or its subsidiaries shall at any time be involved in a merger, consolidation, dissolution, liquidation, reorganization, exchange of shares, sale of all or substantially all of the assets or stock of the Company or its subsidiaries or a transaction similar thereto, (ii) any stock dividend, stock split, reverse stock split, stock combination, reclassification, recapitalization or other similar change in the capital structure of the Company or its subsidiaries, or any distribution to holders of Stock other than cash dividends, shall occur or (iii) any other event shall occur which in the judgment of the Committee necessitates action by way of adjusting the terms of this Agreement, then the Committee shall take any such action as shall be necessary to maintain the Executive's rights hereunder so that they are substantially proportionate to the rights existing prior to such event, including, without limitation, adjustments in (A) the number of Stock Units credited to the Account and (B) the Deferred Compensation Amount.

15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

16. Entire Agreement; Effect of Employment Agreement. This Agreement contains the entire understanding of the parties and shall not be modified or amended except in writing and duly signed by each of the parties hereto. No waiver by either party of any default under this Agreement shall be deemed a waiver of any later default hereunder. In the event the Employment Agreement contains additional rights, duties and/or obligations with respect to the Executive, such terms and conditions shall govern the Executive's Account as if such terms and conditions had been set forth herein; and in the event of any conflict or inconsistency between the terms of the Employment Agreement or this Agreement, the terms and conditions of the Employment Agreement shall control.

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

18. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey applicable to contracts made, and to be enforced, within the State of New Jersey, to the extent such laws are not pre-empted by ERISA.

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

[Signature Page Follows]

In Witness Whereof, the parties hereto have executed this Agreement to be effective on the date first above written.

MACK-CALI REALTY CORPORATION

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

EXECUTIVE

/s/ Mitchell E. Hersh
Mitchell E. Hersh

Exhibit 10.8

DEFERRED RETIREMENT COMPENSATION AGREEMENT

This Deferred Retirement Compensation Agreement (the "Agreement") is entered into as of the 12th day of September, 2012, by and between Mack-Cali Realty Corporation (the "Company") and Barry Lefkowitz (the "Executive").

WHEREAS, the Executive has served the Company for many years as its Executive Vice President and Chief Financial Officer without any Company-provided retirement benefit; and

WHEREAS, the Company desires to reward the Executive for his past service to the Company and encourage and incentivize the Executive to contribute to the long-term success of the Company; and

WHEREAS, the Company has adopted the Mack-Cali Realty Corporation 2004 Incentive Stock Plan which authorizes the Company to issue phantom stock units, consisting of contractual rights to receive the value of shares of Stock in the future;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt of which is mutually acknowledged, the Company and the Executive hereby agree as follows:

1. Definitions.

"Change in Control" shall have the meaning set forth in the Employment Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Committee" means the Executive Compensation and Option Committee of the Board of Directors of the Company.

"Contribution Date" means January 1 of each year from January 1, 2013, through and including January 1, 2017.

"Deferred Compensation Amount" means an amount equal to (x) the Stock Price on the Trigger Date, multiplied by (y) the number of Stock Units credited to the Account as of the Trigger Date that have vested in accordance with Section 3.

"Employment Agreement" means the Amended and Restated Employment Agreement, dated as of July 1, 1999, by and between the Company and the Executive, as amended by the letter agreement dated December 9, 2008, and as such agreement may be subsequently amended from time to time, or any new employment agreement entered into by the parties in substitution for such agreement.

"Equity Plan" means the Mack-Cali Realty Corporation 2004 Incentive Stock Plan, or any plan subsequently adopted by the Company authorizing the issuance of Stock Units, or similar rights as contemplated herein.

"Fair Market Value" per share of Stock as of a particular date means (i) if shares of Stock are then listed on the New York Stock Exchange, the closing market price of the Stock as reported on the Consolidated Tape of the New York Stock Exchange for such date, (ii) if shares of Stock are then listed on any other national securities exchange, the closing sales price per share of Stock on the exchange for the last preceding date on which there was a sale of shares of Stock on such exchange, as determined by the Committee, (iii) if shares of Stock are not then listed on a national securities exchange but are then traded on an over-the-counter market, the average of the closing bid and asked prices for the shares of Stock in such over-the-counter market for the last preceding date on which there was a sale of such shares in such market, as determined by the Committee, or (iv) if shares of Stock are not then listed on a national securities exchange or traded on an over-the-counter market, such value as the Committee in its discretion may in good faith determine; provided that, where the shares of Stock are so listed or traded, the Committee may make such discretionary determinations where the shares of Stock have not been traded for ten (10) trading days.

"Initial Contribution Date" means January 1, 2013.

"Stock Units" means the right to receive the value of one share of Stock in accordance with the terms of this Agreement. The Stock Units shall be issued pursuant to the Equity Plan, and constitute "phantom stock units" as defined in the Equity Plan. The terms of the Equity Plan are incorporated herein, provided that in the event of any conflict between the terms of the Equity Plan and this Agreement, the terms of this Agreement shall control to the maximum extent permitted by applicable law.

"Stock" means the common stock of the Company, par value $.01 per share, or any other common stock of the Company, or any successor to the Company, into which such common stock shall be converted by merger, recapitalization, or similar transaction.

"Stock Price" means, as of a particular date, the Fair Market Value of one share of Stock on such date (or, if such date is not a trading day, the most recent trading day immediately preceding such date); provided, however, that if such date is the date upon which a Change in Control that consists of a purchase of all or substantially all of the stock or assets of the Company or merger of the Company with an unaffiliated party, the Stock Price as of such date shall be equal to the fair market value in cash, as determined by the Committee, of the total consideration paid or payable in the transaction resulting in the Change in Control for one share of Stock. Notwithstanding the foregoing, the Stock Price on the Initial Contribution Date shall be equal to $30.00 per share.

"Trigger Date" means the earliest of (a) the termination of the Executive's employment with the Company for any reason, (b) the Executive's death, and (c) the effective date of a Change in Control.

2. Deferred Compensation Account. The Company shall establish and maintain an individual bookkeeping account (the "Account") to record all amounts credited to the Executive pursuant to this Agreement. On the Initial Contribution Date and on each subsequent Contribution Date that occurs on or before the Trigger Date, the Company shall credit to the Account a number of Stock Units, calculated to the nearest one-thousandth of a Stock Unit,

determined by dividing the amount of $160,000 (the "Annual Contribution Amount") by the Stock Price on the Contribution Date. After the occurrence of the Trigger Date, no additional amounts shall be credited to the Account, except as otherwise provided in Sections 3 and 5.

3. Vesting of Stock Units. The Executive shall become fully vested with respect to Stock Units credited to the Account on December 31 of the year in which such Stock Units are credited, subject in each case to the Executive's continued employment through each applicable vesting date. In the event that, during a year that includes a Contribution Date, the Executive's employment is terminated by reason of death or Disability, without Cause or for Good Reason, as all such terms are defined in

the Employment Agreement, or that a Change in Control occurs and the Executive is employed through the date of the Change in Control (in either case, an "Accelerated Vesting Event"), the Stock Units contributed during such year shall fully vest. In addition, if an Accelerated Vesting Event occurs prior to the last Contribution Date, the Executive shall be paid an amount (the "Cash Amount") equal to the Annual Contribution Amount multiplied by the number of remaining Contribution Dates. The Cash Amount shall be paid to the Executive, in cash, on the Payment Date resulting from the Accelerated Vesting Event; provided that if the Payment Date is deferred pursuant to Section 4(i) or (ii), then, in lieu of payment of the Cash Amount, a number of additional Stock Units equal to the Cash Amount divided by the Stock Price on the date of the Accelerated Vesting Event shall be credited to the Account, which additional Stock Units shall be fully vested and paid in accordance with Section 4. Upon the termination of the Executive's employment with the Company for any reason other than an Accelerated Vesting Event, all Stock Units that have not vested shall thereupon, and with no further action, be forfeited by the Executive.

4. Payment of Deferred Compensation Amount. The Company shall pay the Executive (or if applicable, the Executive's beneficiary) the Deferred Compensation Amount in a lump-sum in cash on a date (the "Payment Date") that is no later than 30 days following the Trigger Date; provided, however, that (i) if the Trigger Date is the Executive's termination of employment and such termination of employment is not a "separation from service" within the meaning of Section 409A of the Code, determined in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h), or if the Trigger Date is the effective date of a Change in Control and the Change in Control is not a "change in control event" with respect to the Executive within the meaning of Section 409A of the Code, then in either such case the Account shall vest to the extent provided herein, but the Payment Date shall be deferred until not more than 30 days following the first to occur of (A) the Executive's separation from service or a change in control event, as so defined, or (B) the Executive's death, which shall constitute the new Trigger Date for purposes of Section 5 and (ii) if on a Trigger Date that results from the Executive's separation from service (including a Trigger Date deferred pursuant to (i) above), the Executive is a "specified employee" within the meaning of Section 409A of the Code, the Payment Date shall be deferred until not more than 30 days after the earlier of the first day of the seventh month following the month that includes the separation from service, or the Executive's death, which shall constitute the new Trigger Date for purposes of Section 5.

5. Dividend Equivalent Rights. If the Company pays a cash dividend on the Stock and the record date for such cash dividend occurs on or after the Initial Contribution Date and on or prior to the Trigger Date, then the Executive's Account shall be credited with a number of additional Stock Units, calculated to the nearest thousandth of a Stock Unit, determined by (i)

multiplying (A) the number of Stock Units in the Account immediately prior to the record date by (B) the cash dividend per share declared by the Company, and (ii) dividing the product by the Stock Price on the date of payment of the dividend. Any stock dividends declared by the Company on the Stock shall result in a proportionate increase in Units in the Executive's Account as if the Executive held shares of Stock equal to the number of Stock Units in the Account. To the extent that a portion of the Stock Units in the Executive's Account are vested on the record date, the same percentage of additional Stock Units credited pursuant to this Section 5 shall be vested when credited, and the remaining additional Stock Units shall vest when the remaining Stock Units in the Account vest pursuant to Section 3.

6. Termination. This Agreement shall automatically terminate and be of no further force and effect immediately following the payment of the Deferred Compensation Amount.

7. Transferability. This Agreement is personal to the Executive, is non-assignable and is not transferable in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution.

8. Tax Withholding. All payments to the Executive hereunder shall be net of any minimum required Federal, state, and local tax withholding. To the extent the balance in the Account is subject to tax prior to the Payment Date under the Federal Insurance Contributions Act or any tax withholding law, to the extent such minimum tax is not paid from other sources, the Company may reduce the balance in the Account by the number of Stock Units determined by dividing the amount of such minimum unpaid tax by the Stock Price on the date of payment.

9. Section 409A. The parties intend that this Agreement will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. The parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party. The Company makes no representation or warranty and shall have no liability to the Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

10. Source of Payments/Unfunded Status. The Agreement is intended to constitute an unfunded plan. Any amount due and payable to the Executive in respect of the Stock Units pursuant to the terms of this Agreement shall be paid solely from the general assets of the Company. The Executive (and his beneficiary, if applicable) shall not have any interest in any specific asset as a result of this Agreement or any right to payment under the Agreement. The Company shall not have any obligation to set aside any funds or shares of Stock for the purpose of making any benefit payments under this Agreement. Nothing contained herein shall give the Executive (or his beneficiary, if applicable) any rights that are greater than those of a general unsecured creditor of the Company. No action taken pursuant to the terms of this Agreement shall be construed to create a funded arrangement, a plan asset, or a fiduciary relationship between the Company and the Executive (or his beneficiary, if applicable).

11. Status under ERISA. This agreement, and the comparable agreements being entered into by the Company with other senior executives, constitutes an employee pension benefit plan as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974 ("ERISA"), and is intended by the parties to be an unfunded plan maintained for the purpose of providing deferred compensation for a select group of management and highly compensated employees as defined in Sections 201(2), 301(a)(3), and 401(a)(1) of ERISA and Department of Labor Regulations Section 2520.104-23. To the extent required by ERISA, the Committee shall be the "administrator" of such plan as defined in Section 3(16)(A) of ERISA, and shall have all authority and responsibility of an administrator as so defined in the administration of the plan, including all the powers and authority it has in the administration of the Equity Plan as set forth in the Equity Plan. In the event that any dispute arises between the Executive and the Company with respect to the Executive's right to a benefit pursuant to this agreement, the Executive may submit a claim for such benefit, and the Committee shall process such claim, and any appeal by the Executive of a denial of such claim, in accordance with the requirements of Section 503 of ERISA and Department of Labor Regulations Section 2560.503-1.

12. No Obligation to Continue Employment. The Company is not obligated by or as a result of this Agreement to continue the employment of Executive and this Agreement shall not interfere in any way with the right of the Company to terminate the employment of the Executive at any time.

13. Notices. Any notice to the Company hereunder shall be in writing addressed to the Company at its principal business office, which on the date of this Agreement is located at:

Mack-Cali Realty Corporation
343 Thornall Street
Edison, New Jersey 08837-2206
Attn: President and Chief Executive Officer

Any notice to the Executive hereunder shall be in writing addressed to the Executive at his address as set forth in the Company records or such other address as the Executive shall notify the Company of in writing.

14. Changes in Stock. If (i) the Company or its subsidiaries shall at any time be involved in a merger, consolidation, dissolution, liquidation, reorganization, exchange of shares, sale of all or substantially all of the assets or stock of the Company or its subsidiaries or a transaction similar thereto, (ii) any stock dividend, stock split, reverse stock split, stock combination, reclassification, recapitalization or other similar change in the capital structure of the Company or its subsidiaries, or any distribution to holders of Stock other than cash dividends, shall occur or (iii) any other event shall occur which in the judgment of the Committee necessitates action by way of adjusting the terms of this Agreement, then the Committee shall take any such action as shall be necessary to maintain the Executive's rights hereunder so that they are substantially proportionate to the rights existing prior to such event, including, without limitation, adjustments in (A) the number of Stock Units credited to the Account and (B) the Deferred Compensation Amount.

15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

16. Entire Agreement; Effect of Employment Agreement. This Agreement contains the entire understanding of the parties and shall not be modified or amended except in writing and duly signed by each of the parties hereto. No waiver by either party of any default under this Agreement shall be deemed a waiver of any later default hereunder. In the event the Employment Agreement contains additional rights, duties and/or obligations with respect to the Executive, such terms and conditions shall govern the Executive's Account as if such terms and conditions had been set forth herein; and in the event of any conflict or inconsistency between the terms of the Employment Agreement or this Agreement, the terms and conditions of the Employment Agreement shall control.

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

18. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey applicable to contracts made, and to be enforced, within the State of New Jersey, to the extent such laws are not pre-empted by ERISA.

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

[Signature Page Follows]

In Witness Whereof, the parties hereto have executed this Agreement to be effective on the date first above written.

MACK-CALI REALTY CORPORATION

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

EXECUTIVE

/s/ Barry Lefkowitz
Barry Lefkowitz

Exhibit 10.9

DEFERRED RETIREMENT COMPENSATION AGREEMENT

This Deferred Retirement Compensation Agreement (the "Agreement") is entered into as of the 12th day of September, 2012, by and between Mack-Cali Realty Corporation (the "Company") and Roger W. Thomas (the "Executive").

WHEREAS, the Executive has served the Company for many years as its Executive Vice President, General Counsel and Secretary without any Company-provided retirement benefit; and

WHEREAS, the Company desires to reward the Executive for his past service to the Company and encourage and incentivize the Executive to contribute to the long-term success of the Company; and

WHEREAS, the Company has adopted the Mack-Cali Realty Corporation 2004 Incentive Stock Plan which authorizes the Company to issue phantom stock units, consisting of contractual rights to receive the value of shares of Stock in the future;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, the receipt of which is mutually acknowledged, the Company and the Executive hereby agree as follows:

1. Definitions.

"Change in Control" shall have the meaning set forth in the Employment Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Committee" means the Executive Compensation and Option Committee of the Board of Directors of the Company.

"Contribution Date" means January 1 of each year from January 1, 2013, through and including January 1, 2017.

"Deferred Compensation Amount" means an amount equal to (x) the Stock Price on the Trigger Date, multiplied by (y) the number of Stock Units credited to the Account as of the Trigger Date that have vested in accordance with Section 3.

"Employment Agreement" means the Amended and Restated Employment Agreement, dated as of July 1, 1999, by and between the Company and the Executive, as amended by the letter agreement dated December 9, 2008, and as such agreement may be subsequently amended from time to time, or any new employment agreement entered into by the parties in substitution for such agreement.

"Equity Plan" means the Mack-Cali Realty Corporation 2004 Incentive Stock Plan, or any plan subsequently adopted by the Company authorizing the issuance of Stock Units, or similar rights as contemplated herein.

"Fair Market Value" per share of Stock as of a particular date means (i) if shares of Stock are then listed on the New York Stock Exchange, the closing market price of the Stock as reported on the Consolidated Tape of the New York Stock Exchange for such date, (ii) if shares of Stock are then listed on any other national securities exchange, the closing sales price per share of Stock on the exchange for the last preceding date on which there was a sale of shares of Stock on such exchange, as determined by the Committee, (iii) if shares of Stock are not then listed on a national securities exchange but are then traded on an over-the-counter market, the average of the closing bid and asked prices for the shares of Stock in such over-the-counter market for the last preceding date on which there was a sale of such shares in such market, as determined by the Committee, or (iv) if shares of Stock are not then listed on a national securities exchange or traded on an over-the-counter market, such value as the Committee in its discretion may in good faith determine; provided that, where the shares of Stock are so listed or traded, the Committee may make such discretionary determinations where the shares of Stock have not been traded for ten (10) trading days.

"Initial Contribution Date" means January 1, 2013.

"Stock Units" means the right to receive the value of one share of Stock in accordance with the terms of this Agreement. The Stock Units shall be issued pursuant to the Equity Plan, and constitute "phantom stock units" as defined in the Equity Plan. The terms of the Equity Plan are incorporated herein, provided that in the event of any conflict between the terms of the Equity Plan and this Agreement, the terms of this Agreement shall control to the maximum extent permitted by applicable law.

"Stock" means the common stock of the Company, par value $.01 per share, or any other common stock of the Company, or any successor to the Company, into which such common stock shall be converted by merger, recapitalization, or similar transaction.

"Stock Price" means, as of a particular date, the Fair Market Value of one share of Stock on such date (or, if such date is not a trading day, the most recent trading day immediately preceding such date); provided, however, that if such date is the date upon which a Change in Control that consists of a purchase of all or substantially all of the stock or assets of the Company or merger of the Company with an unaffiliated party, the Stock Price as of such date shall be equal to the fair market value in cash, as determined by the Committee, of the total consideration paid or payable in the transaction resulting in the Change in Control for one share of Stock. Notwithstanding the foregoing, the Stock Price on the Initial Contribution Date shall be equal to $30.00 per share.

"Trigger Date" means the earliest of (a) the termination of the Executive's employment with the Company for any reason, (b) the Executive's death, and (c) the effective date of a Change in Control.

2. Deferred Compensation Account. The Company shall establish and maintain an individual bookkeeping account (the "Account") to record all amounts credited to the Executive pursuant to this Agreement. On the Initial Contribution Date and on each subsequent Contribution Date that occurs on or before the Trigger Date, the Company shall credit to the Account a number of Stock Units, calculated to the nearest one-thousandth of a Stock Unit, determined by dividing the amount of $100,000 (the "Annual Contribution Amount") by the Stock Price on the Contribution Date. After the occurrence of the Trigger Date, no additional amounts shall be credited to the Account, except as otherwise provided in Sections 3 and 5.

3. Vesting of Stock Units. The Executive shall become fully vested with respect to Stock Units credited to the Account on December 31 of the year in which such Stock Units are credited, subject in each case to the Executive's continued employment through each applicable vesting date. In the event that, during a year that includes a Contribution Date, the Executive's employment is terminated by reason of death or Disability, without Cause or for Good Reason, as all such terms are defined in the Employment Agreement, or that a Change in Control occurs and the Executive is employed through the date of the Change in Control (in either case, an "Accelerated

Vesting Event"), the Stock Units contributed during such year shall fully vest. In addition, if an Accelerated Vesting Event occurs prior to the last Contribution Date, the Executive shall be paid an amount (the "Cash Amount") equal to the Annual Contribution Amount multiplied by the number of remaining Contribution Dates. The Cash Amount shall be paid to the Executive, in cash, on the Payment Date resulting from the Accelerated Vesting Event; provided that if the Payment Date is deferred pursuant to Section 4(i) or (ii), then, in lieu of payment of the Cash Amount, a number of additional Stock Units equal to the Cash Amount divided by the Stock Price on the date of the Accelerated Vesting Event shall be credited to the Account, which additional Stock Units shall be fully vested and paid in accordance with Section 4. Upon the termination of the Executive's employment with the Company for any reason other than an Accelerated Vesting Event, all Stock Units that have not vested shall thereupon, and with no further action, be forfeited by the Executive.

4. Payment of Deferred Compensation Amount. The Company shall pay the Executive (or if applicable, the Executive's beneficiary) the Deferred Compensation Amount in a lump-sum in cash on a date (the "Payment Date") that is no later than 30 days following the Trigger Date; provided, however, that (i) if the Trigger Date is the Executive's termination of employment and such termination of employment is not a "separation from service" within the meaning of Section 409A of the Code, determined in accordance with the presumptions set forth in Treasury Regulation Section 1.409A-1(h), or if the Trigger Date is the effective date of a Change in Control and the Change in Control is not a "change in control event" with respect to the Executive within the meaning of Section 409A of the Code, then in either such case the Account shall vest to the extent provided herein, but the Payment Date shall be deferred until not more than 30 days following the first to occur of (A) the Executive's separation from service or a change in control event, as so defined, or (B) the Executive's death, which shall constitute the new Trigger Date for purposes of Section 5 and (ii) if on a Trigger Date that results from the Executive's separation from service (including a Trigger Date deferred pursuant to (i) above), the Executive is a "specified employee" within the meaning of Section 409A of the Code, the Payment Date shall be deferred until not more than 30 days after the earlier of the first day of the seventh month following the month that includes the separation from service, or the Executive's death, which shall constitute the new Trigger Date for purposes of Section 5.

5. Dividend Equivalent Rights. If the Company pays a cash dividend on the Stock and the record date for such cash dividend occurs on or after the Initial Contribution Date and on or prior to the Trigger Date, then the Executive's Account shall be credited with a number of additional Stock Units, calculated to the nearest thousandth of a Stock Unit, determined by (i) multiplying (A) the number of Stock Units in the Account immediately prior to the record date by (B) the cash dividend per share declared by the Company, and (ii) dividing the product by the Stock Price on the date of payment of the dividend. Any stock dividends declared by the Company on the Stock shall result in a proportionate increase in Units in the Executive's Account as if the Executive held shares of Stock equal to the number of Stock Units in the Account. To the extent that a portion of the Stock Units in the Executive's Account are vested on the record date, the same percentage of additional Stock Units credited pursuant to this Section 5 shall be vested when credited, and the remaining additional Stock Units shall vest when the remaining Stock Units in the Account vest pursuant to Section 3.

6. Termination. This Agreement shall automatically terminate and be of no further force and effect immediately following the payment of the Deferred Compensation Amount.

7. Transferability. This Agreement is personal to the Executive, is non-assignable and is not transferable in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution.

8. Tax Withholding. All payments to the Executive hereunder shall be net of any minimum required Federal, state, and local tax withholding. To the extent the balance in the Account is subject to tax prior to the Payment Date under the Federal Insurance Contributions Act or any tax withholding law, to the extent such minimum tax is not paid from other sources, the Company may reduce the balance in the Account by the number of Stock Units determined by dividing the amount of such minimum unpaid tax by the Stock Price on the date of payment.

9. Section 409A. The parties intend that this Agreement will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. The parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party. The Company makes no representation or warranty and shall have no liability to the Executive or any other person if any provisions of this Agreement are determined to constitute deferred compensation subject to Section 409A of the Code but do not satisfy an exemption from, or the conditions of, such Section.

10. Source of Payments/Unfunded Status. The Agreement is intended to constitute an unfunded plan. Any amount due and payable to the Executive in respect of the Stock Units pursuant to the terms of this Agreement shall be paid solely from the general assets of the Company. The Executive (and his beneficiary, if applicable) shall not have any interest in any specific asset as a result of this Agreement or any right to payment under the Agreement. The Company shall not have any obligation to set aside any funds or shares of Stock for the purpose of making any benefit payments under this Agreement. Nothing contained herein shall give the

Executive (or his beneficiary, if applicable) any rights that are greater than those of a general unsecured creditor of the Company. No action taken pursuant to the terms of this Agreement shall be construed to create a funded arrangement, a plan asset, or a fiduciary relationship between the Company and the Executive (or his beneficiary, if applicable).

11. Status under ERISA. This agreement, and the comparable agreements being entered into by the Company with other senior executives, constitutes an employee pension benefit plan as defined in Section 3(2) of the Employee Retirement Income Security Act of 1974 ("ERISA"), and is intended by the parties to be an unfunded plan maintained for the purpose of providing deferred compensation for a select group of management and highly compensated employees as defined in Sections 201(2), 301(a)(3), and 401(a)(1) of ERISA and Department of Labor Regulations Section 2520.104-23. To the extent required by ERISA, the Committee shall be the "administrator" of such plan as defined in Section 3(16)(A) of ERISA, and shall have all authority and responsibility of an administrator as so defined in the administration of the plan, including all the powers and authority it has in the administration of the Equity Plan as set forth in the Equity Plan. In the event that any dispute arises between the Executive and the Company with respect to the Executive's right to a benefit pursuant to this agreement, the Executive may submit a claim for such benefit, and the Committee shall process such claim, and any appeal by the Executive of a denial of such claim, in accordance with the requirements of Section 503 of ERISA and Department of Labor Regulations Section 2560.503-1.

12. No Obligation to Continue Employment. The Company is not obligated by or as a result of this Agreement to continue the employment of Executive and this Agreement shall not interfere in any way with the right of the Company to terminate the employment of the Executive at any time.

13. Notices. Any notice to the Company hereunder shall be in writing addressed to the Company at its principal business office, which on the date of this Agreement is located at:

Mack-Cali Realty Corporation
343 Thornall Street
Edison, New Jersey 08837-2206
Attn: President and Chief Executive Officer

Any notice to the Executive hereunder shall be in writing addressed to the Executive at his address as set forth in the Company records or such other address as the

Executive shall notify the Company of in writing.

14. Changes in Stock. If (i) the Company or its subsidiaries shall at any time be involved in a merger, consolidation, dissolution, liquidation, reorganization, exchange of shares, sale of all or substantially all of the assets or stock of the Company or its subsidiaries or a transaction similar thereto, (ii) any stock dividend, stock split, reverse stock split, stock combination, reclassification, recapitalization or other similar change in the capital structure of the Company or its subsidiaries, or any distribution to holders of Stock other than cash dividends, shall occur or (iii) any other event shall occur which in the judgment of the Committee necessitates action by way of adjusting the terms of this Agreement, then the Committee shall take any such action as shall be necessary to maintain the Executive's rights

hereunder so that they are substantially proportionate to the rights existing prior to such event, including, without limitation, adjustments in (A) the number of Stock Units credited to the Account and (B) the Deferred Compensation Amount.

15. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

16. Entire Agreement; Effect of Employment Agreement. This Agreement contains the entire understanding of the parties and shall not be modified or amended except in writing and duly signed by each of the parties hereto. No waiver by either party of any default under this Agreement shall be deemed a waiver of any later default hereunder. In the event the Employment Agreement contains additional rights, duties and/or obligations with respect to the Executive, such terms and conditions shall govern the Executive's Account as if such terms and conditions had been set forth herein; and in the event of any conflict or inconsistency between the terms of the Employment Agreement or this Agreement, the terms and conditions of the Employment Agreement shall control.

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

18. Governing Law. This Agreement shall be governed by the laws of the State of New Jersey applicable to contracts made, and to be enforced, within the State of New Jersey, to the extent such laws are not pre-empted by ERISA.

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

[Signature Page Follows]

In Witness Whereof, the parties hereto have executed this Agreement to be effective on the date first above written.

MACK-CALI REALTY CORPORATION

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

EXECUTIVE

/s/ Roger W. Thomas
Roger W. Thomas