
**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): **April 5, 2017 (April 4, 2017)**

MACK-CALI REALTY CORPORATION

(Exact Name of Registrant as Specified in Charter)

Maryland
(State or Other Jurisdiction
of Incorporation)

1-13274
(Commission File Number)

22-3305147
(IRS Employer
Identification No.)

**Harborside 3, 210 Hudson St., Ste. 400
Jersey City, New Jersey, 07311**
(Address of Principal Executive Offices) (Zip Code)

(732) 590-1010
(Registrant's telephone number, including area code)

MACK-CALI REALTY, L.P.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

333-57103
(Commission File Number)

22-3315804
(IRS Employer
Identification No.)

**Harborside 3, 210 Hudson St., Ste. 400
Jersey City, New Jersey, 07311**
(Address of Principal Executive Offices) (Zip Code)

(732) 590-1010
(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))
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Item 5.02 **Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On April 5, 2017, Mack-Cali Realty Corporation (the "Company"), the general partner of Mack-Cali Realty, L.P. (the "Operating Partnership"), announced that Michael J. DeMarco, the Company's President and Chief Operating Officer, was appointed as the Company's Chief Executive Officer, effective April 4, 2017. Concurrent with Mr. DeMarco's appointment as Chief Executive Officer, Mitchell E. Rudin, the Company's former Chief Executive Officer, was appointed Vice Chairman of the Company, effective April 4, 2017. In his new role, Mr. Rudin will report directly to the Board of Directors and will perform such duties and responsibilities as may be directed by the Board of Directors.

In connection with Mr. Rudin's appointment as Vice Chairman of the Company, on April 4, 2017 Mr. Rudin entered into an amendment (the "Amendment") to his employment agreement with the Company, dated as of June 3, 2015 (the "Employment Agreement"). The Amendment modifies the terms of Mr. Rudin's Employment Agreement as follows:

- A target annual bonus opportunity of seventy-five percent (75%) of his then effective base salary, with a threshold bonus opportunity of fifty percent (50%), and a maximum bonus opportunity of one hundred percent (100%), to be based on objective performance goals to be established annually by the

Compensation Committee;

· Upon a termination by the Company without “cause” or by Mr. Rudin for “good reason” (as such terms are defined in Employment Agreement) during the term of the Employment Agreement, all of Mr. Rudin’s long-term incentive plan (“LTIP”) awards, including restricted stock units and performance share units issued pursuant to the Employment Agreement on June 5, 2015 and LTIP units in the Operating Partnership issued on March 8, 2016, shall vest in full, with performance-based awards vesting based on performance measured as of the date of such termination;

· A provision limiting the geographic scope of Mr. Rudin’s restrictive covenant not to compete with the Company to Hudson County, New Jersey; and

· Reimbursement of all reasonable legal fees incurred by Mr. Rudin in connection with the Amendment.

Except as modified by the Amendment, all other terms and conditions of the Employment Agreement remain in full force and effect.

A copy of the Amendment is filed herewith as Exhibit 10.1 and is incorporated herein by reference. A copy of the Company’s press release announcing the management changes is filed herewith as Exhibit 99.1 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment, dated as of April 4, 2017, to Executive Employment Agreement, dated as of June 3, 2015, by and between Mitchell E. Rudin and Mack-Cali Realty Corporation.
99.1	Press Release of Mack-Cali Realty Corporation dated April 5, 2017.

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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: April 5, 2017

By: /s/ Gary T. Wagner
Gary T. Wagner
General Counsel and Secretary

MACK-CALI REALTY, L.P.

By: Mack-Cali Realty Corporation,
its general partner

Dated: April 5, 2017

By: /s/ Gary T. Wagner
Gary T. Wagner
General Counsel and Secretary

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EXHIBIT INDEX

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AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENT

THIS AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENT (this "Amendment") is entered into effective as of April 4, 2017 (the "Amendment Effective Date"), by and between Mitchell E. Rudin, an individual residing at 15 Bradford Road, Scarsdale, New York 10583 ("Executive"), and Mack-Cali Realty Corporation, a Maryland corporation, with offices at Harborside 3, 210 Hudson Street, Suite 400, Jersey City, New Jersey 07311 (the "Company").

RECITALS

WHEREAS, the Company and Executive have entered into that certain Executive Employment Agreement, dated as of June 3, 2015 (the "Agreement");

WHEREAS, the Company and Executive desire to amend the Agreement in the manner set forth herein; and

WHEREAS, the Board of Directors of the Company, acting upon the recommendation of the Executive Compensation and Option Committee of the Board, has approved the amendment of the Agreement in the manner set forth herein;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

1. Duties and Responsibilities.

(a) The Agreement is hereby amended by deleting Section 3(a) of the Agreement in its entirety and replacing it with the following:

Commencing on the Amendment Effective Date and during the remainder of the Employment Period, Executive shall be employed and serve as the Vice Chairman of the Company. Executive shall be appointed to the position of Vice Chairman of the Company by resolution of the Board, as an officer of the Company pursuant to Section 1 of Article V of the Amended and Restated Bylaws of the Company. In his position, Executive shall serve at the pleasure of the Board, subject to the terms of the Agreement, shall report directly to the Board and shall perform such duties, functions and responsibilities during the Employment Period as shall be established by the Board as soon as practicable following the Amendment Effective Date, as well as such other duties and responsibilities commensurate with Executive's position as may be reasonably and lawfully directed by the Board from time to time.

(b) The Agreement is hereby further amended by deleting the last sentence of Section 3(b) of the Agreement in its entirety and replacing it with the following:

Notwithstanding the foregoing or any other provision of this Agreement, it shall not be a breach or violation of this Agreement for Executive to (i) with the advance approval of the Board or the Governance Committee of the Board (not to be unreasonably withheld), serve on up to two (2) corporate, civic or charitable boards or committees (in addition to those set forth on Schedule I attached hereto, which have previously been approved by the Board), (ii) deliver lectures, fulfill speaking engagements or teach at educational institutions, or (iii) manage personal investments, so long as such activities do not significantly interfere with or significantly detract from the performance of Executive's responsibilities to the Company in accordance with this Agreement.

2. Compensation and Benefits. The Agreement is hereby further amended by deleting the first sentence of the first bullet of Section 4(b) of the Agreement (entitled "Bonus Opportunity") in its entirety and replacing it with the following:

For 2017 and each subsequent calendar year during the Employment Period, Executive shall be entitled to receive an Annual Bonus equal to fifty percent (50%) of his then current Annual Base Salary if threshold performance is attained, an Annual Bonus equal to seventy-five percent (75%) of his then current Annual Base Salary (the "Target Bonus") if target performance is attained, and an Annual Bonus equal to one hundred percent (100%) of his then current Annual Base Salary if performance exceeds the maximum performance level.

3. Termination of Employment. The Agreement is hereby further amended by deleting clause (i) of Section 5(h) of the Agreement in its entirety and replacing it with the following:

the material diminishment of Executive's authority, duties or responsibilities (as shall be established by the Board as soon as practicable following the Amendment Effective Date), it being understood that during a Change in Control Period, Good Reason shall be deemed to have occurred if Executive is not the Vice Chairman of the ultimate parent following the Change in Control;

4. Severance Benefits upon Termination without Cause or Resignation for Good Reason during the Term.

(a) The Agreement is hereby further amended by deleting the proviso to Section 7(a) of the Agreement in its entirety.

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(b) The Agreement is hereby further amended by adding the following at the end of Section 7(a) of the Agreement:

Notwithstanding anything to the contrary in Section 5(a) of the 2016 Performance-Based Long-Term Incentive Plan Award Agreement, dated as of March 8, 2016, between the Company and Executive (the "Performance-Based LTIP Award Agreement") and Section 5(a) of the 2016 Time-Based Long-Term Incentive Plan Award Agreement, dated as of March 8, 2016, between the Company and Executive (the "Time-Based LTIP Award Agreement"), the provisions of this Section 7(a) shall supersede the provisions of Sections 5(b)(i), 5(b)(ii) and 5(b)(iii) of the Performance-Based LTIP Award Agreement and Section 5(b)(ii) and 5(b)(v) of the Time-Based LTIP Award Agreement, as applicable, and shall exclusively govern the treatment of all of Executive's Award LTIP Units (as defined in the Performance-Based LTIP Award Agreement or the Time-Based LTIP Award Agreement, as applicable) in the event that during the Term (i) the Company terminates Executive's employment for any reason other than Cause or Disability or (ii) Executive resigns for Good Reason. The foregoing principles shall also apply to any LTIP awards granted in 2017 and 2018, and the award agreements for such awards shall reflect such treatment.

5. Non-compete. The Agreement is hereby further amended by deleting Section 13(a) of the Agreement in its entirety and replacing it with the following:

During the Employment Period, and for a one (1) year period thereafter in the event Executive's employment is terminated under circumstances in which he is entitled to receive and is receiving the benefits provided in Sections 6, 7, 8(b) or 8(c) hereof, Executive shall not, directly or indirectly, within Hudson County in the State of New Jersey, engage in, or own, invest in, manage or control any venture or enterprise primarily engaged in any office-service, flex, or office property development or acquisition activities that are competitive with the activities of the Company. Nothing herein shall prohibit Executive from being a passive owner of not more than five percent (5%) of the outstanding stock of any class of securities of a company or other entity engaged in such business that is publicly traded, so long as Executive has no active participation in the business of such Company or other entity.

6. Miscellaneous Provisions.

(a) Legal Fees. The Company shall reimburse Executive for reasonable and documented legal fees incurred by the Executive in connection with the negotiation and review of this Amendment and related documentation.

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(b) Counterparts. This Amendment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

(c) No Other Amendments. All terms and provisions of the Agreement not expressly amended hereby shall remain in full force and effect. From and after the Amendment Effective Date, all references to the term "Agreement" in this Amendment or the original Agreement shall include the terms and provisions contained in this Amendment.

[Signature page follows]

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IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first above written.

Company:

MACK-CALI REALTY CORPORATION

By: /s/ Gary T. Wagner

Name: Gary T. Wagner

Title: General Counsel

Executive:

MITCHELL E. RUDIN

/s/ Mitchell E. Rudin

MACK — CALI REALTY CORPORATION

NEWS RELEASE

For Immediate Release

Mack-Cali Announces Senior Management Changes
Michael J. DeMarco to Become Chief Executive Officer

Jersey City, New Jersey— April 5, 2017 — Mack-Cali Realty Corporation (NYSE: CLI) today announced that president Michael J. DeMarco will assume the title of chief executive officer of the Company and Mitchell Rudin will become vice chairman effective immediately. Marshall Tycher will continue as chairman of Roseland Residential Trust, Mack-Cali's residential subsidiary.

Mr. DeMarco, chief executive officer stated, "Given the strong success of Mack-Cali over the last two years under our leadership, the Company is well positioned to continue its strategic evolution. At this point in the process, in partnership with our board of directors, it was determined that I would assume the day to day leadership of the business and become chief executive officer and Mitch, my partner, would move to the newly created position of vice chairman, to continue his valuable role in the transformation of the Company. As we move ahead, Marshall, Mitch, and I are extremely enthused by the success of our transformation thus far and by the opportunities to continue to grow our dual, office and multi-family platform focused on the Hudson River Waterfront and transit-based markets. We couldn't be more confident in the direction of the Company, our revitalized culture, and our improving operations and balance sheet."

Mr. DeMarco is a veteran real estate investment professional with more than 30 years of industry experience. He joined Mack-Cali in 2015 as the president and chief operating officer. Prior to joining the Company, Mr. DeMarco held various leadership roles with several prominent real estate industry enterprises including Vornado Realty Trust, Fortress Investments, and Lehman Brothers Real Estate Investment Banking Group.

About Mack-Cali Realty Corporation

Mack-Cali Realty Corporation is a fully integrated, self-administered, self-managed real estate investment trust (REIT) providing management, leasing, development, and other tenant-related services for its two-platform operations of waterfront and transit-based office and luxury multi-family assets. Mack-Cali provides its tenants and residents with the most innovative communities that empower them to re-imagine the way they work and live.

Additional information on Mack-Cali Realty Corporation and the commercial real estate properties and multi-family residential communities available for lease can be found on the Company's website at www.mack-cali.com.

Statements made in this press release may be forward-looking statements within the meaning of Section 21E of the Securities Exchange Act of 1934, as amended. Forward-looking statements

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

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