

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

**FORM 8-K**

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

Date of report (Date of earliest event reported): **June 11, 2020 (June 10, 2020)**

**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))

Securities Registered Pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.01	CLI	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter). Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

On June 10, 2020, Mack-Cali Realty Corporation (the “Company”) entered into a letter agreement (the “Letter Agreement”) with Bow Street LLC (“Bow Street”) in connection with the postponement of the Company’s 2020 Annual Meeting of Stockholders (including any adjournments or postponements thereof, the “2020 Annual Meeting”), which was previously scheduled to occur on June 10, 2020.

Pursuant to the terms of the Letter Agreement, the Board of Directors of the Company (the “Board”) will promptly (and in any event within 48 hours) take the following sequential actions:

- (i) postpone the 2020 Annual Meeting until July 1, 2020;
- (ii) increase the size of the Board from eleven (11) directors to fifteen (15) directors;
- (iii) appoint Tammy K. Jones, A. Akiva Katz, Mahbod Nia and Howard K. Stern to serve as directors of the Company with terms expiring at the 2020 Annual Meeting;
- (iv) nominate each of Alan R. Batkin, Michael Berman, Frederic Cumenal, MaryAnne Gilmartin, Tammy K. Jones, A. Akiva Katz, Nori Gerardo Lietz, Mahbod Nia, and Howard Stern for election to the Board at the 2020 Annual Meeting;
- (v) accept the resignations as directors of Alan S. Bernikow, Michael J. DeMarco, William L. Mack, Lisa Myers, Laura H. Pomerantz, Irvin D. Reid and Rebecca Robertson;
- (vi) appoint Michael Berman to serve as a director of the Company with a term expiring at the 2020 Annual Meeting.

Pursuant to the Letter Agreement, the Company will promptly take any further action necessary to revise and distribute a proxy statement for the 2020 Annual Meeting that reflects the nomination of the Company’s revised slate of candidates for election to the Board at the Annual Meeting, as described above, and will use its reasonable best efforts to cause the election of the Company’s revised slate of nominees at the 2020 Annual Meeting.

The foregoing summary of the Letter Agreement is not complete and is qualified in its entirety by reference to the Letter Agreement, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

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

The description of the terms of the Letter Agreement included under Item 1.01 is incorporated herein by reference.

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**Item 8.01 Other Events.**

On June 11, 2020, the Company issued a press release announcing the Company's entry into the Letter Agreement and the changes to the composition of the Board, postponement of the 2020 Annual Meeting until July 1, 2020, and the other matters contemplated by the Letter Agreement. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<b>Exhibit Number</b>	<b>Exhibit Title</b>
<a href="#"><u>10.1</u></a>	<a href="#"><u>Letter Agreement, dated June 10, 2020, between Mack-Cali Realty Corporation and Bow Street LLC</u></a>
<a href="#"><u>99.1</u></a>	<a href="#"><u>Press Release of Mack-Cali Realty Corporation dated June 11, 2020</u></a>
104.1	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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**SIGNATURES**

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

Dated: June 11, 2020

MACK-CALI REALTY CORPORATION

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: June 11, 2020

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

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**EXHIBIT INDEX**

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## LETTER AGREEMENT

June 10, 2020

Mack-Cali Realty Corporation  
Harborside 3  
210 Hudson Street, Suite 400  
Jersey City, NJ 07311  
Attn.: Gary T. Wagner, General Counsel and Secretary

Ladies and Gentlemen:

Mack-Cali Realty Corporation (the "Company") and Bow Street LLC ("Bow Street") have mutually agreed to the terms and conditions contained in this letter agreement (this "Letter Agreement"). For purposes of this Letter Agreement, we refer to each of the Company and Bow Street as a "Party" and, collectively, as the "Parties."

1. Board Actions. In order to implement a transition of the Board of Directors of the Company (the "Board"), promptly upon the execution and delivery by the Parties of this Letter Agreement (and in no event later than 48 hours thereafter), the Board will take and complete the following sequential actions:
    - a) postpone the Company's 2020 annual meeting of stockholders originally scheduled to be held on June 10, 2020 (including any adjournments or postponements thereof, the "2020 Annual Meeting") until July 1, 2020 (such date or, in the event the 2020 Annual Meeting is further postponed or adjourned, the date on which the proceedings of the 2020 Annual Meeting are concluded, the "Annual Meeting Date"),
    - b) duly adopt a resolution to increase the size of the Board to fifteen (15) directors;
    - c) duly appoint each of Tammy K. Jones, A. Akiva Katz, Mahbod Nia and Howard S. Stern (the "New Directors") to serve as directors of the Company with terms expiring at the 2020 Annual Meeting;
    - d) nominate each of the New Directors and each of Alan R. Batkin, Frederic Cumenal, MaryAnne Gilmartin, Nori Gerardo Lietz and Michael Berman (the "Additional Directors") for election to the Board at the 2020 Annual Meeting (the New Directors and the Additional Directors are referred to collectively as the "Continuing Directors") and promptly take any further action necessary in order for the Company to revise and distribute a proxy statement for the 2020 Annual Meeting that reflects the nomination of the Continuing Directors as contemplated herein (the "Revised Proxy Statement");
    - e) accept the resignations as directors of Alan S. Bernikow, Michael J. DeMarco, William L. Mack, Lisa Myers, Laura H. Pomerantz, Irvin D. Reid and Rebecca Robertson (the "Departing Directors"); and
    - f) duly appoint Michael Berman to serve as a director of the Company with a term expiring at the 2020 Annual Meeting.
  2. 2020 Annual Meeting Nominees. The Company shall promptly take any further action necessary in order for the Company to revise and distribute a proxy statement for the 2020 Annual Meeting that reflects the nomination of the Continuing Directors as contemplated herein. The Company represents that Michael Berman has consented to being named as nominees for election to the Board in the Revised Proxy Statement. The Company shall use its reasonable best efforts to cause the election of the Continuing Directors at the 2020 Annual Meeting (including listing such persons in the proxy statement and proxy card prepared, filed and delivered in connection with such meeting, advocating that the Company's stockholders vote in favor of the election of such individuals and otherwise supporting each of them for election in a manner no less rigorous and favorable than the manner in which the Company supports any other nominees (the "Election Efforts").
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3. Representations and Warranties of the Company. The Company represents and warrants to Bow Street that (a) the Company has the corporate power and authority to execute and deliver this Letter Agreement and to bind it hereto, (b) this Letter Agreement has been duly and validly authorized, executed and delivered by the Company, constitutes a valid and binding obligation and agreement of the Company, and is enforceable against the Company in accordance with its terms and (c) the execution, delivery and performance of this Letter Agreement by the Company does not and will not violate or conflict with any law, rule, regulation, order, judgment or decree applicable to the Company.
4. Representations and Warranties of Bow Street. Bow Street represents and warrants to the Company that (a) Bow Street has the power and authority to execute and deliver this Letter Agreement and to bind Bow Street hereto (b) this Letter Agreement has been duly authorized, executed and delivered by Bow Street, constitutes a valid and binding obligation of Bow Street, and is enforceable against Bow Street in accordance with its terms, (c) the execution of this Letter Agreement by Bow Street does not and will not violate or conflict with any law, rule, regulation, order, judgment or decree applicable to Bow Street and (d) Bow Street beneficially owns in the aggregate approximately 4,426,079 shares of common stock, \$0.01 par value, of the Company.
5. Press Release. Prior to market opening on the day immediately following the date hereof, the Company shall issue a press release in the form attached hereto as Exhibit A.
6. Representations Regarding Claims. Bow Street, on behalf of itself and its affiliates, represents and warrants to the Company that it has not brought as of the date hereof, and has no current intention to bring, any claim or action against the Company or any Departing Director and that, to the knowledge of Bow Street, none of the other participants in Bow Street's solicitation of proxies in connection with the 2020 Annual Meeting has brought as of the date hereof, or has any current intention to bring, any claim or action against the Company (other than claims for indemnification against the Company by current directors in respect of costs and expenses actually incurred by such persons (including, without limitation, reasonable attorneys' fees and expenses) relating to their participation on the Bow Street slate in connection with the 2020 Annual Meeting) or any Departing Director. The Company, on behalf of itself and its affiliates, represents and warrants to Bow Street that it has not brought as of the date hereof, and has no current intention to bring, any claim or action against Bow Street and that, to the knowledge of Company, none of the other participants in the Company's solicitation of proxies in connection with the 2020 Annual Meeting has brought as of the date hereof, or has any current intention to bring, any claim or action against Bow Street.
7. Indemnification: D&O Insurance.
  - a) Each of the Company and Bow Street hereby acknowledges and agrees that, from and after the date hereof, the Company shall indemnify and provide advancement of expenses to each of the Departing Directors with respect to their actions, omissions or service as a director of the Company, to the fullest extent permitted by applicable law and provided in the Company's Certificate of Incorporation, bylaws and any indemnification agreement between the applicable Departing Directors and the Company, in each case, as in effect on the date hereof.
  - b) For a period of six (6) years following the date hereof, the Company shall maintain (and fully pay for) a directors' and officers' liability insurance policy (whether such policy is currently in effect, a renewal of such policy, or any replacement policy the Company subsequently obtains for its directors) (a "D&O Policy") that covers each Departing Director, on terms and conditions (including, but not limited to, scope, coverage amounts, deductibles and exclusions) at least as favorable to such Departing Director as the terms and conditions applicable to the directors of the Company serving on the Board at any time that such D&O Policy is in effect. In lieu of the D&O Policy with respect to such Departing Directors, the Company may procure (and fully pay for) a single premium tail policy that covers each Departing Director for such six (6) year period prior to the date hereof, on terms and conditions (including, but not limited to, scope, coverage amounts, deductibles and exclusions) at least as favorable in all material respects to such Departing Director as the terms and conditions of the D&O Policy in effect on the date hereof (provided that in no event shall the Company be required to pay, in connection with such tail policy, an amount in excess of 200% of the last annual premium paid with respect the D&O Policy in effect as of the date hereof) (it being understood that Gary Wagner, the Company's General Counsel and Secretary, is authorized to approve the purchase of such D&O tail policy).

- c) Notwithstanding anything to the contrary in this Letter Agreement, each of the indemnification agreements between the Company and each of the Departing Directors, in each case, as in effect on the date hereof, and each Departing Director's rights to indemnification and advancement of expenses thereunder, and the Departing Director's right to be covered under the Company's directors' and officers' liability insurance policies, to the extent provided therein, shall survive the execution and effectiveness of this Letter Agreement and shall continue in full force and effect from and after the date hereof in accordance with the terms thereof.
8. No Admission of Liability. Neither this Letter Agreement nor the performance thereof by any Party shall be construed as an admission of liability by any Party, nor as an admission against interest by any Party, nor as an admission by any Party that the Party acted wrongly or violated any law, or the rights of any other Party, or acted in violation of any duty owed by a Party to any other Party, nor as a waiver of any defense, including, without limitation, any statute of limitations, laches or other equitable defense based on the lapse of time that exists or may exist as of the date hereof or as of any other applicable date.
9. Form 8-K. At such time as required by applicable securities laws and rules and regulations promulgated thereunder, the Company shall file with the Securities and Exchange Commission (the "SEC") a Current Report on Form 8-K (the "Form 8-K"), and any other required regulatory filing, if any, relating to the actions and transactions contemplated by this Letter Agreement. The Company shall furnish drafts of the Form 8-K and each such other required regulatory filing, if any, to each of the Departing Directors and Bow Street in advance of its filing with the SEC and shall provide the Departing Directors and Bow Street a reasonable opportunity to comment on each such regulatory filing.
10. Trading in Company Securities. From and after the date hereof, the Company shall not intentionally impede the Departing Directors' efforts to sell their securities in the Company, including but not limited to shares of Company common stock currently owned by them (no matter how acquired) or hereafter acquired, either privately or publicly in the open market, provided that such sales are made in compliance with applicable securities laws. In furtherance of the foregoing, the Departing Directors shall not be denied a legal opinion of counsel to remove the restrictive legend from a certificate when eligible, and to the extent that an Departing Director wishes to exercise any outstanding options or warrants held by the Departing Director or his or her affiliates (to the extent such options or warrants are exercisable in accordance with their terms), the Company shall process such requests in a timely manner and shall not unreasonably withhold any required approvals in respect thereof.
11. Expenses.
- a) Promptly after the date hereof, the Company shall (i) pay in full all of the Departing Directors' accrued but unpaid fees for their service as directors of the Company through the date hereof and (ii) reimburse each Departing Director for all costs and expenses (including, without limitation, attorneys', accountants' and other professional advisors' fees and expenses) incurred by such Departing Director in connection with his or her service as a director of the Company through the date hereof.
- b) Each of the Company and Bow Street hereby acknowledges that, promptly after the date hereof, the Company shall pay (or cause to be paid) in full all outstanding reasonable fees and expenses of financial advisors, attorneys, accountants and other professional advisors or consultants owed by the Company to such persons for services provided by them to the Company or the Board (including any committees thereof) through the date hereof (including, without limitation, in connection with the 2020 Annual Meeting or any matters related thereto).



12. Fiduciary Duties. Nothing in this Letter Agreement shall require any director of the Company to breach his or her fiduciary duties.
13. Material Agreements. The Company agrees that during the period between the execution and delivery of this Letter Agreement and the time that the Board actions set forth in Section 1 hereof become effective, the Company will not enter into any agreement that would be material to the Company.
14. Specific Performance. Each Party acknowledges and agrees that irreparable injury to the other Parties would occur in the event that any of the provisions of this Letter Agreement were not performed in accordance with their specific terms or were otherwise breached and that money damages are not an adequate remedy for such a breach. It is accordingly agreed that each Party shall be entitled to specific enforcement of, and injunctive relief to prevent any violation of, the terms hereof. Each Party agrees to waive any bonding requirement under any applicable law in the case any other Party seeks to enforce the terms by way of equitable relief.
15. Applicable Law and Forum Selection. This Letter Agreement will be governed by, and enforced in accordance with, the laws of the state of New York without reference to conflicts of laws principles. Each of the Parties irrevocably agrees that the exclusive jurisdiction for any legal action or proceeding to enforce this Letter Agreement will be the United States District Court for the Southern District of New York or, only if there is no federal jurisdiction over such a legal action or proceeding, the appropriate New York state court in New York County. Each of the Parties irrevocably waives the right to trial by jury in any such legal action or proceeding. Each of the Parties hereby irrevocably submits to the personal jurisdiction of the aforesaid courts, and irrevocably waives any argument that such courts are an inconvenient or improper forum. Each of the Parties irrevocably waives the right to trial by jury in any such legal action or proceeding. Each of the Parties consents to service of process by a reputable overnight delivery service, signature requested, to the address of such Party's principal place of business or as otherwise provided by applicable law.
16. Third Party Beneficiaries; Assignment. This Letter Agreement is solely for the benefit of the Parties and is not binding upon or enforceable by any other persons. No Party may assign its rights or delegate its obligations under this Letter Agreement, whether by operation of law or otherwise, and any assignment in contravention hereof shall be null and void. Notwithstanding the foregoing or anything to the contrary in this Letter Agreement, (a) each of the Continuing Directors shall be intended third party beneficiaries of this Letter Agreement solely as it relates to the Company's obligations set forth in Section 1 hereof to nominate the Continuing Directors for election at the 2020 Annual Meeting and to use the Election Efforts and (b) each of the Departing Directors shall be intended third party beneficiaries of this Letter Agreement solely as it relates to the Company's obligations set forth in Section 7, Section 10 and Section 11 hereof (and then only to the extent of the Company's obligation to such Departing Director).
17. Severability. If any provision of this Letter Agreement is invalid, that shall not affect the validity of the other provisions hereof.
18. Section Headings. The section or other headings contained in this Letter Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of any or all of the provisions of this Letter Agreement.
19. Counterparts; Facsimile. This Letter Agreement may be executed in multiple counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument. Any signature page delivered by facsimile or PDF signature shall be binding to the same extent as an original signature page with regard to any agreement subject to the terms hereof or any amendment thereto.

[Signature Page Follows]

If the terms of this Letter Agreement are in accordance with your understanding, please sign below and this Letter Agreement will constitute a binding agreement among us.

**BOW STREET LLC**

By: /s/ A. Akiva Katz  
Name: A. Akiva Katz  
Title: Managing Partner

Acknowledged and agreed to as of the date first written above:

**MACK-CALI REALTY CORPORATION**

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

*[Signature Page to Letter Agreement]*

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Exhibit A

Joint Press Release

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**MACK-CALI ANNOUNCES AGREEMENT WITH BOW STREET*****Will Welcome Bow Street's Full Slate of Independent Director Candidates******Postpones Annual Meeting to July 1, 2020***

**NEW YORK – June 11, 2020** – Mack-Cali Realty Corporation (“Mack-Cali” or the “Company”) (NYSE: CLI) today announced that it has entered into an agreement with Bow Street LLC (“Bow Street”) in connection with the postponement of the Company’s 2020 Annual Meeting of Stockholders (the “2020 Annual Meeting”), which was previously scheduled to occur on June 10, 2020. Under the terms of the agreement, the Mack-Cali Board of Directors (the “Board”) will promptly (and in any event within 48 hours) be reconstituted to be comprised of the following nine directors, eight of whom were nominated by Bow Street and one of whom was nominated by the Company, in each case in connection with the 2020 Annual Meeting: Alan R. Batkin, Michael Berman, Frederic Cumenal, MaryAnne Gilmartin, Tammy K. Jones, A. Akiva Katz, Nori Gerardo Lietz, Mahbod Nia, and Howard Stern. Alan S. Bernikow, Michael J. DeMarco, William L. Mack, Lisa Myers, Laura H. Pomerantz, Irvin D. Reid and Rebecca Robertson will resign as directors of the Company.

Mack-Cali also announced that it has postponed the 2020 Annual Meeting, originally scheduled to be held on June 10, 2020, until July 1, 2020. The reconstituted Board will oversee the Company pending the 2020 Annual Meeting. The Company will formally nominate a revised slate of nine candidates, each of whom is a member of the reconstituted Board, in order to allow time for the Company to update and distribute to shareholders proxy materials that reflect the Company’s revised slate of candidates for election to the Board at the 2020 Annual Meeting. The record date for the determination of shareholders entitled to notice of, and to vote at, the 2020 Annual Meeting will remain April 16, 2020. The 2020 Annual Meeting will be held as a virtual-only meeting. The Company anticipates all director candidates on its revised 9-person slate to be elected to the Board at the 2020 Annual Meeting.

Akiva Katz, Managing Partner of Bow Street, said, “William Mack, Alan Bernikow and Michael DeMarco have assembled a world-class suite of assets, and I look forward to working collaboratively with management and my fellow elected directors to unlock value for all stakeholders in the years to come.”

Howard Shinker, Managing Partner of Bow Street, added, “On behalf of Bow Street, I want to thank Mr. Mack for his decades of service to the Company, its stakeholders, and the Jersey City community, all of which have benefited from his leadership.”

Mack-Cali will amend and supplement its proxy statement and WHITE proxy card to reflect its revised slate of director candidates. The amended proxy statement will provide shareholders with additional information regarding the director candidates and the Annual Meeting. Shareholders should vote the new WHITE proxy card (when it becomes available) in order to have their votes counted at the Annual Meeting. Any votes previously submitted on a WHITE proxy card will not be counted.

Mack-Cali’s full agreement with Bow Street will be filed as an exhibit to a Current Report on Form 8-K that the Company will file with the Securities and Exchange Commission.

**About Mack-Cali Realty Corporation**

One of the country’s leading real estate investment trusts (REITs), Mack-Cali Realty Corporation is an owner, manager and developer of premier office and multifamily properties in select waterfront and transit-oriented markets throughout New Jersey. Mack-Cali is headquartered in Jersey City, New Jersey, and is the visionary behind the city’s flourishing waterfront, where the company is leading development, improvement and place-making initiatives for Harborside, a master-planned destination comprised of class A office, luxury apartments, diverse retail and restaurants, and public spaces.

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A fully integrated and self-managed company, Mack-Cali has provided world-class management, leasing, and development services throughout New Jersey and the surrounding region for two decades. By regularly investing in its properties and innovative lifestyle amenity packages, Mack-Cali creates environments that empower tenants and residents to reimagine the way they work and live.

For more information on Mack-Cali Realty Corporation and its properties, visit [www.mack-cali.com](http://www.mack-cali.com).

#### **Forward Looking Statements**

Statements made in this communication 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 Report 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, except as required under applicable law.

#### **Important Additional Information and Where to Find It**

This communication may be deemed to contain solicitation material in respect to the solicitation of proxies from the Company's stockholders in connection with the 2020 Annual Meeting. The Company has filed with the Securities and Exchange Commission (the “SEC”) and mailed to its stockholders a definitive proxy statement in connection with the Annual Meeting. The Company expects to file with the SEC and mail to its stockholders an amended and supplemented definitive proxy statement and WHITE proxy card reflecting the Company’s revised slate of director candidates for election to the Board at the 2020 Annual Meeting. The amended and supplemented definitive proxy statement will contain important information about the Company, the 2020 Annual Meeting, the Company’s revised slate of director candidates for election to the Board at the 2020 Annual Meeting, and related matters. Stockholders may obtain a free copy of the amended and supplemented definitive proxy statement and other documents that the Company files with the SEC (when they become available) on the SEC’s website, at [www.sec.gov](http://www.sec.gov). INVESTORS AND STOCKHOLDERS ARE URGED TO READ THE AMENDED AND SUPPLEMENTED DEFINITIVE PROXY STATEMENT AND ANY OTHER RELEVANT SOLICITATION MATERIALS (WHEN THEY BECOME AVAILABLE) BECAUSE THESE DOCUMENTS WILL CONTAIN IMPORTANT INFORMATION.

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### **Certain Information Regarding Participants**

Mack-Cali and certain of its directors and executive officers are participants in the solicitation of proxies from the Company's stockholders in connection with the Annual Meeting. Information regarding the names of these directors and executive officers and their respective interests in the Company as of the date of this communication is set forth in the definitive proxy statement for the 2020 Annual Meeting filed by the Company with the SEC on May 7, 2020. The definitive proxy statement and any other documents filed by the Company with the SEC may be obtained by investors and stockholders free of charge on the SEC's website at [www.sec.gov](http://www.sec.gov). Copies will also be available at no charge on the Company's website at <https://www.mack-cali.com>.

#### **Contacts:**

Michael J. DeMarco  
Mack-Cali Realty Corporation  
Chief Executive Officer  
(732) 590-1589  
[mdemarco@mack-cali.com](mailto:mdemarco@mack-cali.com)

Deidre Crockett  
Mack-Cali Realty Corporation  
Chief Administrative Officer  
(732) 590-1025  
[derockett@mack-cali.com](mailto:derockett@mack-cali.com)

#### **Media Contacts**

Gasthalter & Co.  
Jonathan Gasthalter/Amanda Klein  
(212) 257 4170

#### **Investor Contacts**

Innisfree M&A Incorporated  
Scott Winter/Gabrielle Wolf  
(212) 750 5833

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