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# SL GREEN REALTY CORP

## FORM 10-Q
(Quarterly Report)

Filed 11/09/07 for the Period Ending 09/30/07

| | |
|---|---|
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| Telephone | 2125942700 |
| CIK | 0001040971 |
| Symbol | SLG |
| SIC Code | 6798 - Real Estate Investment Trusts |
| Industry | Real Estate Operations |
| Sector | Technology |
| Fiscal Year | 12/31 |

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# UNITED STATES
# SECURITIES AND EXCHANGE COMMISSION

**Washington, D.C. 20549**

# FORM 10-Q

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

**For the quarterly period ended September 30, 2007**

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

**For the transition period from to .**

**Commission File Number: 1-13199**

# SL GREEN REALTY CORP.

(Exact name of registrant as specified in its charter)

| | |
|---|---|
| **Maryland**<br>(State or other jurisdiction of incorporation or organization) | **13-3956775**<br>(I.R.S. Employer Identification No.) |
| **420 Lexington Avenue, New York, New York**<br>(Address of principal executive offices) | **10170**<br>(Zip Code) |

**(212) 594-2700**
(Registrant's telephone number, including area code)

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

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, or a non-accelerated filer. See definition of "accelerated filer and large accelerated filer" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒ Accelerated filer ☐ Non-accelerated filer ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). YES ☐ NO ☒

The number of shares outstanding of the registrant's common stock, $0.01 par value, was 59,232,036 as of October 31, 2007.

**SL GREEN REALTY CORP.**

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**PART I. FINANCIAL INFORMATION**
**ITEM 1. Financial Statements**

**SL Green Realty Corp.**
**Condensed Consolidated Balance Sheets**
**(Amounts in thousands, except per share data)**

| | September 30, 2007 | December 31, 2006 |
|---|---|---|
| **Assets** | (Unaudited) | |
| Commercial real estate properties, at cost: | | |
| Land and land interests | $ 1,447,297 | $ 439,986 |
| Building and improvements | 5,799,995 | 2,111,970 |
| Building leasehold and improvements | 1,237,758 | 490,995 |
| Property under capital lease | 12,208 | 12,208 |
| | 8,497,258 | 3,055,159 |
| Less: accumulated depreciation | (406,958) | (279,436) |
| | 8,090,300 | 2,775,723 |
| Cash and cash equivalents | 98,099 | 117,178 |
| Restricted cash | 119,553 | 252,272 |
| Tenant and other receivables, net of allowance of $12,915 and $11,079 in 2007 and 2006, respectively | 48,815 | 34,483 |
| Related party receivables | 32,950 | 7,195 |
| Deferred rents receivable, net of allowance of $12,646 and $10,925 in 2007 and 2006, respectively | 134,580 | 96,624 |
| Structured finance investments, net of discount of $18,613 and $14,804 in 2007 and 2006, respectively | 683,084 | 445,026 |
| Investments in unconsolidated joint ventures | 886,672 | 686,069 |
| Deferred costs, net | 127,353 | 97,850 |
| Other assets | 294,783 | 119,807 |
| Total assets | $ 10,516,189 | $ 4,632,227 |
| | | |
| **Liabilities and Stockholders' Equity** | | |
| Mortgage notes payable | $ 2,846,529 | $ 1,190,379 |
| Revolving credit facility | 590,000 | — |
| Term loans and unsecured notes | 1,793,100 | 525,000 |
| Accrued interest payable and other liabilities | 50,257 | 10,008 |
| Accounts payable and accrued expenses | 169,288 | 138,181 |
| Deferred revenue/gain | 385,840 | 43,721 |
| Capitalized lease obligation | 16,504 | 16,394 |
| Deferred land leases payable | 16,873 | 16,938 |
| Dividend and distributions payable | 47,238 | 40,917 |
| Security deposits | 35,789 | 27,913 |
| Junior subordinate deferrable interest debentures held by trusts that issued trust preferred securities | 100,000 | 100,000 |
| Total liabilities | 6,051,418 | 2,109,451 |
| | | |
| Commitments and Contingencies | — | — |
| | | |
| Minority interest in Operating Partnership | 78,878 | 71,731 |
| Minority interests in other partnerships | 595,782 | 56,162 |
| | | |
| **Stockholders' Equity** | | |
| Series C preferred stock, $0.01 par value, $25.00 liquidation preference, 6,300 issued and outstanding at September 30, 2007 and December 31, 2006, respectively | 151,981 | 151,981 |
| Series D preferred stock, $0.01 par value, $25.00 liquidation preference, 4,000 issued and outstanding at September 30, 2007 and December 31, 2006, respectively | 96,321 | 96,321 |
| Common stock, $0.01 par value 160,000 shares authorized and 59,989 and 49,840 issued and outstanding at September 30, 2007 and December 31, 2006, respectively (including 776 shares at September 30, 2007 held in Treasury) | 598 | 498 |
| Additional paid-in-capital | 2,918,847 | 1,809,893 |
| Treasury stock at cost | (94,071) | — |
| Accumulated other comprehensive income | 6,961 | 13,971 |
| Retained earnings | 709,474 | 322,219 |
| Total stockholders' equity | 3,790,111 | 2,394,883 |
| Total liabilities and stockholders' equity | $ 10,516,189 | $ 4,632,227 |

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

**SL Green Realty Corp.**
**Condensed Consolidated Statements of Income**
**(Unaudited, and amounts in thousands, except per share data)**

| | Three months Ended September 30, | | Nine months Ended September 30, | |
|---|---|---|---|---|
| | 2007 | 2006 | 2007 | 2006 |
| **Revenues** | | | | |
| Rental revenue, net | $ 190,525 | $ 85,944 | $ 519,206 | $ 242,031 |
| Escalation and reimbursement | 31,785 | 18,225 | 90,119 | 46,022 |
| Preferred equity and investment income | 21,856 | 15,978 | 71,008 | 46,762 |
| Other income | 15,040 | 9,441 | 128,129 | 30,631 |
| Total revenues | 259,206 | 129,588 | 808,462 | 365,446 |
| **Expenses** | | | | |
| Operating expenses including approximately $3,600, $10,595 (2007) and $3,400, $9,600 (2006) paid to affiliates | 58,245 | 31,597 | 160,815 | 84,264 |
| Real estate taxes | 32,580 | 17,922 | 97,782 | 52,643 |
| Ground rent | 8,674 | 4,846 | 23,705 | 14,687 |
| Interest | 69,366 | 23,386 | 189,552 | 62,405 |
| Amortization of deferred financing costs | 1,994 | 1,140 | 14,537 | 3,096 |
| Depreciation and amortization | 49,957 | 18,020 | 131,938 | 49,813 |
| Marketing, general and administrative | 22,224 | 13,829 | 80,602 | 40,072 |
| Total expenses | 243,040 | 110,740 | 698,931 | 306,980 |
| Income from continuing operations before equity in net income of unconsolidated joint ventures, minority interest and discontinued operations | 16,166 | 18,848 | 109,531 | 58,466 |
| Equity in net income from unconsolidated joint ventures | 11,302 | 9,679 | 32,715 | 30,243 |
| Income from continuing operations before minority interest and discontinued operations | 27,468 | 28,527 | 142,246 | 88,709 |
| Equity in net gain on sale of interest in unconsolidated joint ventures/ real estate | — | — | 31,509 | — |
| Minority interest in other partnerships | (4,025) | (1,392) | (12,603) | (3,359) |
| Minority interest in Operating Partnership attributable to continuing operations | (388) | (1,246) | (5,948) | (3,447) |
| Income from continuing operations | 23,055 | 25,889 | 155,204 | 81,903 |
| Net income from discontinued operations, net of minority interest | 268 | 3,138 | 4,572 | 10,074 |
| Gain on sale of discontinued operations, net of minority interest | 80,214 | 94,631 | 367,007 | 94,410 |
| Net income | 103,537 | 123,658 | 526,783 | 186,387 |
| Preferred stock dividends | (4,969) | (4,969) | (14,907) | (14,906) |
| Net income available to common stockholders | $ 98,568 | $ 118,689 | $ 511,876 | $ 171,481 |
| | | | | |
| **Basic earnings per share:** | | | | |
| Net income from continuing operations before discontinued operations | $ 0.31 | $ 0.46 | $ 1.87 | $ 1.53 |
| Net income from discontinued operations | — | 0.07 | 0.08 | 0.23 |
| Gain on sale of discontinued operations, net of minority interest | 1.35 | 2.09 | 6.26 | 2.16 |
| Gain on sale of unconsolidated joint venture | — | — | 0.52 | — |
| Net income available to common stockholders | $ 1.66 | $ 2.62 | $ 8.73 | $ 3.92 |
| | | | | |
| **Diluted earnings per share:** | | | | |
| Net income from continuing operations before discontinued operations | $ 0.30 | $ 0.45 | $ 1.85 | $ 1.48 |
| Net income from discontinued operations | — | 0.07 | 0.08 | 0.22 |
| Gain on sale of discontinued operations, net of minority interest | 1.34 | 2.01 | 6.18 | 2.08 |
| Gain on sale of unconsolidated joint venture | — | — | 0.51 | — |
| Net income available to common stockholders | $ 1.64 | $ 2.53 | $ 8.62 | $ 3.78 |
| | | | | |
| Dividends per share | $ 0.70 | $ 0.60 | $ 2.10 | $ 1.80 |
| Basic weighted average common shares outstanding | 59,432 | 45,277 | 58,649 | 43,784 |
| Diluted weighted average common shares and common share equivalents outstanding | 62,411 | 49,215 | 61,915 | 47,718 |

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

**SL Green Realty Corp.**
**Condensed Consolidated Statement of Stockholders' Equity**
**(Unaudited, and amounts in thousands, except per share data)**

| | Series C Preferred Stock | Series D Preferred Stock | Common Stock Shares | Common Stock Par Value | Additional Paid-In-Capital | Treasury Stock | Accumulated Other Comprehensive Income | Retained Earnings | Total | Comprehensive Income |
|---|---|---|---|---|---|---|---|---|---|---|
| **Balance at December 31, 2006** | **$ 151,981** | **$ 96,321** | **49,840** | **$ 498** | **$ 1,809,893** | **$ —** | **$ 13,971** | **$ 322,219** | **$ 2,394,883** | |
| Comprehensive Income: | | | | | | | | | | |
| Net income | | | | | | | | 526,783 | 526,783 | **$ 526,783** |
| Net unrealized loss on derivative instruments | | | | | | | (7,010 ) | | (7,010 ) | (7,010 ) |
| SL Green's share of joint venture net unrealized gain on derivative instruments | | | | | | | | | | 20 |
| Preferred dividends | | | | | | | | (14,907 ) | (14,907 ) | |
| Redemption of units and DRIP proceeds | | | 424 | 4 | 21,125 | | | | 21,129 | |
| Deferred compensation plan & stock award, net | | | 419 | 3 | 593 | | | | 596 | |
| Amortization of deferred compensation plan | | | | | 27,703 | | | | 27,703 | |
| Proceeds from stock options exercised | | | 293 | 3 | 10,945 | | | | 10,948 | |
| Common stock issued in connection with Reckson Merger | | | 9,013 | 90 | 1,048,588 | | | | 1,048,678 | |
| Treasury stock-at cost | | | (776 ) | | | (94,071 ) | | | (94,071 ) | |
| Cash distribution declared ($2.10 per common share of which none represented a return of capital for federal income tax purposes) | | | | | | | | (124,621 ) | (124,621 ) | |
| | $ 151,981 | $ 96,321 | 59,213 | $ 598 | $ 2,918,847 | $ (94,071 ) | $ 6,961 | $ 709,474 | $ 3,790,111 | $ 519,793 |
| **Balance at September 30, 2007** | | | | | | | | | | |

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

**SL Green Realty Corp.**
**Condensed Consolidated Statements of Cash Flows**
**(Unaudited, and amounts in thousands, except per share data)**

| | Nine months Ended September 30, 2007 | 2006 |
|---|---|---|
| **Operating Activities** | | |
| Net income | **$ 526,783** | $ 186,387 |
| Adjustment to reconcile net income to net cash provided by operating activities: | | |
| Non-cash adjustments related to income from discontinued operations | **17,456** | 9,774 |
| Depreciation and amortization | **144,481** | 52,909 |
| Gain on sale of real estate | **(382,568)** | (94,411) |
| Equity in net income from unconsolidated joint ventures | **(32,715)** | (30,243) |
| Equity in net gain on sale of unconsolidated joint ventures | **(31,509)** | — |
| Distributions of cumulative earnings from unconsolidated joint ventures | **33,287** | 31,110 |
| Minority interests | **18,351** | 6,806 |
| Deferred rents receivable | **(36,358)** | (12,398) |
| Other non-cash adjustments | **30,507** | 7,950 |
| Changes in operating assets and liabilities: | | |
| Restricted cash — operations | **(15,239)** | (4,376) |
| Tenant and other receivables | **(16,145)** | (11,242) |
| Related party receivables | **(25,755)** | (1,856) |
| Deferred lease costs | **(21,944)** | (12,227) |
| Other assets | **17,032** | (3,155) |
| Accounts payable, accrued expenses and other liabilities | **83,669** | 14,168 |
| Deferred revenue and land lease payable | **9,054** | 3,115 |
| Net cash provided by operating activities | **318,387** | 142,311 |
| **Investing Activities** | | |
| Acquisitions of real estate property | **(4,215,109)** | (466,762) |
| Proceeds from Asset Sale | **1,964,914** | — |
| Additions to land, buildings and improvements | **(57,107)** | (38,405) |
| Escrowed cash — capital improvements/acquisition deposits | **135,054** | (169,556) |
| Investments in unconsolidated joint ventures | **(285,355)** | (55,482) |
| Distributions in excess of cumulative earnings from unconsolidated joint ventures | **78,990** | 39,102 |
| Proceeds from disposition of real estate/ partial interest in property | **872,672** | 161,036 |
| Other investments | **(166,030)** | (15,288) |
| Structured finance and other investments net of repayments/participations | **(241,867)** | 40,538 |
| Net cash used in investing activities | **(1,913,838)** | (504,817) |
| **Financing Activities** | | |
| Proceeds from mortgage notes payable | **809,914** | 327,968 |
| Repayments of mortgage notes payable | **(122,455)** | (2,927) |
| Proceeds from revolving credit facilities, term loans and unsecured notes | **2,956,689** | 490,645 |
| Repayments of revolving credit facilities, term loans and unsecured notes | **(2,355,313)** | (522,645) |
| Net proceeds from sale of common stock | **—** | 268,496 |
| Purchases of Treasury Stock | **(94,071)** | — |
| Proceeds from stock options exercised | **10,948** | 13,519 |
| Minority interest in other partnerships | **531,808** | 35,842 |
| Dividends and distributions paid | **(133,657)** | (87,688) |
| Deferred loan costs and capitalized lease obligation | **(27,491)** | (8,364) |
| Net cash provided by financing activities | **1,576,372** | 514,846 |
| Net decrease in cash and cash equivalents | **(19,079)** | 152,340 |
| Cash and cash equivalents at beginning of period | **117,178** | 24,104 |
| Cash and cash equivalents at end of period | **$ 98,099** | $ 176,444 |

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

## 1. Organization and Basis of Presentation

SL Green Realty Corp., also referred to as the Company or SL Green, a Maryland corporation, and SL Green Operating Partnership, L.P., or the operating partnership, a Delaware limited partnership, were formed in June 1997 for the purpose of combining the commercial real estate business of S.L. Green Properties, Inc. and its affiliated partnerships and entities. The operating partnership received a contribution of interest in the real estate properties, as well as 95% of the economic interest in the management, leasing and construction companies which are referred to as the Service Corporation. The Company has qualified, and expects to qualify in the current fiscal year, as a real estate investment trust, or REIT, under the Internal Revenue Code of 1986, as amended, or the Code, and operates as a self-administered, self-managed REIT. A REIT is a legal entity that holds real estate interests and, through payments of dividends to stockholders, is permitted to reduce or avoid the payment of Federal income taxes at the corporate level. Unless the context requires otherwise, all references to "we," "our" and "us" means the Company and all entities owned or controlled by the Company, including the operating partnership.

Substantially all of our assets are held by, and our operations are conducted through, the operating partnership. The Company is the sole managing general partner of the operating partnership. As of September 30, 2007, minority investors held, in the aggregate, a 3.8% limited partnership interest in the operating partnership.

On January 25, 2007, we completed the acquisition, or the Reckson Merger, of all of the outstanding shares of common stock of Reckson Associates Realty Corp., or Reckson, pursuant to the terms of the Agreement and Plan of Merger, dated as of August 3, 2006, as amended, the Merger Agreement, among SL Green, Wyoming Acquisition Corp., or Wyoming, Wyoming Acquisition GP LLC, Wyoming Acquisition Partnership LP, Reckson and Reckson Operating Partnership, L.P., or ROP. Pursuant to the terms of the Merger Agreement, each of the issued and outstanding shares of common stock of Reckson were converted into (i) $31.68 in cash, (ii) 0.10387 of a share of the common stock, par value $0.01 per share, of SL Green and (iii) a prorated dividend in an amount equal to approximately $0.0977 in cash. We also assumed an aggregate of approximately $226.3 million of Reckson mortgage debt, approximately $287.5 million of Reckson convertible public debt and approximately $967.8 million of Reckson public unsecured notes. ROP is a subsidiary of our operating partnership.

On January 25, 2007, we completed the sale, or Asset Sale, of certain assets of ROP to an asset purchasing venture led by certain of Reckson's former executive management, or the Buyer, for a total consideration of approximately $2.0 billion. SL Green caused ROP to transfer the following assets to the Buyer in the Asset Sale: (1) certain real property assets and/or entities owning such real property assets, in either case, of ROP and 100% of certain loans secured by real property, all of which are located in Long Island, New York; (2) certain real property assets and/or entities owning such real property assets, in either case, of ROP located in White Plains and Harrison, New York; (3) all of the real property assets and/or entities owning 100% of the interests in such real property assets, in either case, of ROP located in New Jersey; (4) the entity owning a 25% interest in Reckson Australia Operating Company LLC, Reckson's Australian management company (including its Australian licensed responsible entity), and other related entities, and ROP and ROP subsidiaries' rights to and interests in, all related contracts and assets, including, without limitation, property management and leasing, construction services and asset management contracts and services contracts; (5) the direct or indirect interest of Reckson in Reckson Asset Partners, LLC, an affiliate of RSVP and all of ROP's rights in and to certain loans made by ROP to Frontline Capital Group, the bankrupt parent of RSVP, and other related entities, which will be purchased by a 50/50 joint venture with an affiliate of SL Green; (6) a 50% participation interest in certain loans made by a subsidiary of ROP that are secured by four real property assets located in Long Island, New York; and (7) 100% of certain loans secured by real property located in White Plains and New Rochelle, New York.

As of September 30, 2007, we owned the following interests in commercial office properties in the New York metro area, primarily in midtown Manhattan, a borough of New York City, or Manhattan. Our investments in the New York metro area also include investments in Brooklyn, Queens, Long Island, Westchester County, Connecticut and New Jersey, which are collectively known as the Suburban assets:

| Location | Ownership | Number of Properties | Square Feet | Weighted Average Occupancy (1) |
|---|---|---|---|---|
| Manhattan | Consolidated properties | 24 | 14,889,200 | 97.5 % |
| | Unconsolidated properties | 7 | 7,464,000 | 96.0 % |
| | | | | |
| Suburban | Consolidated properties | 30 | 4,925,800 | 91.1 % |
| | Unconsolidated properties | 6 | 2,941,700 | 93.8 % |
| | | 67 | 30,220,700 | |

(1) The weighted average occupancy represents the total leased square feet divided by total available square feet.

We also own investments in retail properties (10) encompassing approximately 394,000 square feet, development property (one) encompassing approximately 85,000 square feet and land interests (two). In addition, we manage three office properties owned by third parties and affiliated companies encompassing approximately 1.0 million rentable square feet.

As of September 30, 2007, we also owned approximately 25% of the outstanding common stock of Gramercy Capital Corp. (NYSE: GKK), or Gramercy, as well as 65.83 units of the Class B limited partner interest in Gramercy's operating partnership. See Note 6.

**Partnership Agreement**
In accordance with the partnership agreement of the Operating Partnership, or the Operating Partnership Agreement, we allocate all distributions and profits and losses in proportion to the percentage ownership interests of the respective partners. As the managing general partner of the Operating Partnership, we are required to take such reasonable efforts, as determined by us in our sole discretion, to cause the Operating Partnership to distribute sufficient amounts to enable the payment of sufficient dividends by us to avoid any Federal income or excise tax at the Company level. Under the Operating Partnership Agreement each limited partner will have the right to redeem units of limited partnership interest for cash, or if we so elect, shares of our common stock on a one-for-one basis. In addition, we are prohibited from selling 673 First Avenue and 470 Park Avenue South before August 2009, under certain circumstances.

**Basis of Quarterly Presentation**
The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and notes required by accounting principles generally accepted in the United States for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring accruals) considered necessary for fair presentation have been included. The 2007 operating results for the period presented are not necessarily indicative of the results that may be expected for the year ending December 31, 2007. These financial statements should be read in conjunction with the financial statements and accompanying notes included in our annual report on Form 10-K for the year ended December 31, 2006.

The balance sheet at December 31, 2006 has been derived from the audited financial statements at that date but does not include all the information and footnotes required by accounting principles generally accepted in the United States for complete financial statements.

**2. Significant Accounting Policies**

**Principles of Consolidation**
The consolidated financial statements include our accounts and those of our subsidiaries, which are wholly-owned or controlled by us or entities which are variable interest entities in which we are the primary beneficiary under the Financial Accounting Standards Board, or FASB, Interpretation No. 46R, or FIN 46R, "Consolidation of Variable Interest Entities - an Interpretation of ARB No. 51." See Note 5, Note 6 and Note 7. Entities which we do not control and entities which are variable interest entities, but where we are not the primary beneficiary are accounted for under the equity method. We consolidate variable interest entities in which we are determined to be the primary beneficiary. The interest that we do not own is included in "Minority Interest-Other Partnerships" on the balance sheet. All significant intercompany balances and transactions have been eliminated.

In June 2005, the FASB ratified the consensus in EITF Issue No. 04-5, or EITF 04-5, "Determining Whether a General Partner, or the General Partners as a Group, Controls a Limited Partnership or Similar Entity When the Limited Partners Have Certain Rights," which provides guidance in determining whether a general partner controls a limited partnership. EITF 04-5 states that the general partner in a limited partnership is presumed to control that limited partnership. The presumption may be overcome if the limited partners have either (1) the substantive ability to dissolve the limited partnership or otherwise remove the general partner without cause or (2) substantive participating rights, which provide the limited partners with the ability to effectively participate in significant decisions that would be expected to be made in the ordinary course of the limited partnership's business and thereby preclude the general partner from exercising unilateral control over the partnership. Our adoption of EITF 04-5 did not have any effect on net income or stockholders' equity.

We consolidate our investment in 919 Third Avenue as we own a 51% controlling interest.

If we retain an interest in the buyer and provide certain guarantees we account for such transaction as a profit-sharing arrangement. For transactions treated as profit-sharing arrangements, we record a profit-sharing obligation for the amount of equity contributed by the other partner and continue to keep the property and related accounts recorded on our books. Any debt assumed by the buyer would continue to be recorded on our books. The results of operations of the property, net of expenses other than depreciation (net operating

income), are allocated to the other partner for its percentage interest and reflected as "co-venture expense" in our consolidated financial statements. In future periods, a sale is recorded and profit is recognized when the remaining maximum exposure to loss is reduced below the amount of gain deferred.

**Investment in Commercial Real Estate Properties**
In accordance with SFAS No. 141, "Business Combinations," we allocate the purchase price of real estate to land and building and, if determined to be material, intangibles, such as the value of above, below and at-market leases and origination costs associated with the in-place leases. We depreciate the amount allocated to building and other intangible assets over their estimated useful lives, which generally range from three to 40 years. The values of the above and below market leases are amortized and recorded as either an increase (in the case of below market leases) or a decrease (in the case of above market leases) to rental income over the remaining term of the associated lease. The value associated with in-place leases and tenant relationships are amortized over the expected term of the relationship, which includes an estimated probability of the lease renewal, and its estimated term. If a tenant vacates its space prior to the contractual termination of the lease and no rental payments are being made on the lease, any unamortized balance of the related intangible will be written off. The tenant improvements and origination costs are amortized as an expense over the remaining life of the lease (or charged against earnings if the lease is terminated prior to its contractual expiration date). We assess fair value of the leases based on estimated cash flow projections that utilize appropriate discount and capitalization rates and available market information. Estimates of future cash flows are based on a number of factors including the historical operating results, known trends, and market/economic conditions that may affect the property.

We have not yet obtained all the information necessary to finalize our estimates to complete the purchase price allocations in accordance with SFAS No. 141 related to the Reckson Merger. The purchase price allocations will be finalized once the information we identified has been received, which should not be longer than one year from the date of acquisition.

As a result of our evaluations, under SFAS No. 141, of acquisitions made, we recognized an increase of approximately $1.7 million, $3.0 million, $591,000 and $1.5 million in rental revenue for the three and nine months ended September 30, 2007 and 2006, respectively, for the amortization of below market leases and a reduction in lease origination costs, resulting from the reallocation of the purchase price of the applicable properties. We recognized a reduction in interest expense for the amortization of the above market rate debt of approximately $1.7 million, $4.4 million, $196,000 and $577,000 for the three and nine months ended September 30, 2007 and 2006, respectively.

Scheduled amortization on existing intangible liabilities on real estate investments is as follows (in thousands):

| | Intangible Liabilities |
|---|---|
| 2007 | $ 652 |
| 2008 | 2,605 |
| 2009 | 2,356 |
| 2010 | 1,857 |
| 2011 | 1,540 |
| Thereafter | 2,753 |
| | $ 11,763 |

**Income Taxes**
We are taxed as a REIT under Section 856(c) of the Code. As a REIT, we generally are not subject to Federal income tax. To maintain our qualification as a REIT, we must distribute at least 90% of our REIT taxable income to our stockholders and meet certain other requirements. If we fail to qualify as a REIT in any taxable year, we will be subject to Federal income tax on our taxable income at regular corporate rates. We may also be subject to certain state, local and franchise taxes. Under certain circumstances, Federal income and excise taxes may be due on our undistributed taxable income.

Pursuant to amendments to the Code that became effective January 1, 2001, we have elected or may elect to treat certain of our existing or newly created corporate subsidiaries as taxable REIT subsidiaries, or TRS. In general, a TRS of ours may perform non-customary services for our tenants, hold assets that we cannot hold directly and generally engage in any real estate or non-real estate related business. A TRS is subject to corporate Federal income tax. Our TRS's generate income, resulting in Federal income tax liability for these entities. Our TRS's paid approximately $0.8 million and $1.3 million in estimated federal, state and local taxes during the nine months ended September 30, 2007 and 2006.

**Stock-Based Employee Compensation Plans**
We have a stock-based employee compensation plan, described more fully in Note 12. We account for this plan under SFAS No. 123 "Shared Based Payment," revised, or SFAS No. 123-R.

The Black-Scholes option-pricing model was developed for use in estimating the fair value of traded options, which have no vesting restrictions and are fully transferable. In addition, option valuation models require the input of highly subjective assumptions including the expected stock price volatility. Because our plan has characteristics significantly different from those of traded options and because changes in the subjective input assumptions can materially affect the fair value estimate, in our opinion, the existing models do not necessarily provide a reliable single measure of the fair value of our employee stock options.

Compensation cost for stock options, if any, is recognized ratably over the vesting period of the award. Our policy is to grant options with an exercise price equal to the quoted closing market price of our stock on the grant date. Awards of stock options or restricted stock are expensed as compensation on a current basis over the benefit period.

The fair value of each stock option granted is estimated on the date of grant using the Black-Scholes option pricing model with the following weighted average assumptions for grants during the nine months ended September 30, 2007 and 2006.

| | 2007 | 2006 |
|---|---|---|
| Dividend yield | 2.1 % | 2.40 % |
| Expected life of option | 5 years | 5 years |
| Risk-free interest rate | 4.63 % | 4.80 % |
| Expected stock price volatility | 21.61 % | 16.61 % |

The following table illustrates the effect on net income available to common stockholders and earnings per share if the fair value method had been applied to all outstanding and unvested stock options for the three and nine months ended September 30, 2007 and 2006 (in thousands, except per share amounts):

| | Three months Ended September 30, | | Nine months Ended September 30, | |
|---|---|---|---|---|
| | 2007 | 2006 | 2007 | 2006 |
| Net income available to common stockholders | $ 98,568 | $ 118,689 | $ 511,876 | $ 171,481 |
| Deduct stock option expense-all awards | (2,021 ) | (670 ) | (5,675 ) | (2,117 ) |
| Add back stock option expense included in net income | 1,821 | 416 | 5,101 | 1,367 |
| Allocation of compensation expense to minority interest | 77 | 31 | 231 | 104 |
| Pro forma net income available to common stockholders | $ 98,445 | $ 118,466 | $ 511,533 | $ 170,835 |
| Basic earnings per common share-historical | $ 1.66 | $ 2.62 | $ 8.73 | $ 3.92 |
| Basic earnings per common share-pro forma | $ 1.66 | $ 2.62 | $ 8.72 | $ 3.91 |
| Diluted earnings per common share-historical | $ 1.64 | $ 2.53 | $ 8.62 | $ 3.78 |
| Diluted earnings per common share-pro forma | $ 1.64 | $ 2.52 | $ 8.61 | $ 3.76 |

The effects of applying SFAS No. 123-R in this pro forma disclosure are not indicative of the impact future awards may have on our results of operations.

**Earnings Per Share**
We present both basic and diluted earnings per share, or EPS. Basic EPS excludes dilution and is computed by dividing net income available to common stockholders by the weighted average number of common shares outstanding during the period. Diluted EPS reflects the potential dilution that could occur if securities or other contracts to issue common stock were exercised or converted into common stock, where such exercise or conversion would result in a lower EPS amount. This also includes units of limited partnership interest.

**Use of Estimates**
The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

**Concentrations of Credit Risk**
Financial instruments that potentially subject us to concentrations of credit risk consist primarily of cash investments, structured finance investments and accounts receivable. We place our cash investments in excess of insured amounts with high quality financial institutions. The collateral securing our structured finance investments is primarily located in the greater New York area. (See Note 5). We perform ongoing credit evaluations of our tenants and require certain tenants to provide security deposits or letters of credit. Though these security deposits and letters of credit are insufficient to meet the total value of a tenant's lease obligation, they are a measure of good faith and a source of funds to offset the economic costs associated with lost rent and the costs associated with re-tenanting the space. Although the properties in our real estate portfolio are primarily located in Manhattan, we also have properties located in Westchester County, Connecticut, New Jersey, Brooklyn, Queens and Long Island. The tenants located in our buildings operate in various industries. Other than one tenant at One Madison Avenue who contributed approximately 6.2% of our annualized rent, no other tenant in the portfolio contributed more than 5.2% of our annualized rent, including our share of joint venture annualized rent, at September 30, 2007.

Approximately 6.9%, 6.4%, 6.0%, 5.9% and 5.7% of our annualized rent, including our share of joint venture annualized rent, was attributable to 1221 Avenue of the Americas, One Madison Avenue, 1515 Broadway, 420 Lexington Avenue and 1185 Avenue of the Americas, respectively, for the quarter ended September 30, 2007. Two borrowers accounted for more than 10.0% of the revenue earned on structured finance investments during the three months ended September 30, 2007.

**Reclassification**
Certain prior year balances have been reclassified to conform with the current year presentation.

**New Accounting Pronouncements**
In July 2006, the FASB issued Interpretation No. 48, " Accounting for Uncertainty in Income Taxes," or FIN 48. This interpretation, among other things, creates a two-step approach for evaluating uncertain tax positions. Recognition (step one) occurs when an enterprise concludes that a tax position, based solely on its technical merits, is more-likely-than-not to be sustained upon examination. Measurement (step two) determines the amount of benefit that more-likely-than-not will be realized upon settlement. Derecognition of a tax position that was previously recognized would occur when a company subsequently determines that a tax position no longer meets the more-likely-than-not threshold of being sustained. FIN 48 specifically prohibits the use of a valuation allowance as a substitute for derecognition of tax positions, and it has expanded disclosure requirements. We adopted FIN 48 on January 1, 2007. The adoption had no impact on our consolidated financial statements.

## 3. Property Acquisitions

In January 2007, we acquired Reckson for approximately $6.0 billion, inclusive of transaction costs. Simultaneously, we sold approximately $2.0 billion of the Reckson assets to an asset purchasing venture led by certain of Reckson's former executive management. The transaction included the acquisition of 30 properties encompassing approximately 9.2 million square feet, of which five properties encompassing approximately 4.2 million square feet are located in Manhattan.

In January 2007, we acquired 300 Main Street in Stamford, Connecticut and 399 Knollwood Road in White Plains, New York for approximately $46.6 million, from affiliates of RPW Group. These commercial office buildings encompass 275,000 square feet, inclusive of 50,000 square feet of garage parking at 300 Main Street.

In April 2007, we completed the acquisition of 331 Madison Avenue and 48 East 43rd Street for a total of $73.0 million. Both 331 Madison Avenue and 48 East 43rd Street are located adjacent to 317 Madison Avenue, a property that SL Green acquired in 2001. 331 Madison Avenue is an approximately 92,000-square foot, 14-story office building. The 22,850-square-foot 48 East 43rd Street property is a seven-story loft building that was later converted to office use.

In April 2007, we acquired the fee interest in 333 West 34th Street for approximately $183.0 million from Citigroup Global Markets Inc. The property encompasses approximately 345,000 square feet. At closing, Citigroup entered into a full building triple net lease through December 2009.

In June 2007, we, through a joint venture, acquired the second and third floors in the office tower at 717 Fifth Avenue for approximately $16.9 million.

In June 2007, we acquired 1010 Washington Avenue, CT, a 143,400 square foot office tower. The fee interest was purchased for approximately $38.0 million.

In June 2007, we acquired an office property located at 500 West Putnam Avenue in Greenwich, Connecticut. The Greenwich property, a four-story, 121,500-square-foot office building, was purchased for approximately $56.0 million.

In August 2007, we acquired Gramercy's 45% equity interest in the joint venture that owns the 1,176,000 square foot office building located at One Madison Avenue, or One Madison, for approximately $147.2 million and the assumption of their proportionate share of the debt encumbering the property of approximately $305.3 million. We previously acquired our 55% interest in the property in April 2005.

In August 2007, we, through a joint venture with Jeff Sutton, acquired the fee interest in a building at 180 Broadway for an aggregate purchase price of $13.7 million, excluding closing costs. The building comprises approximately 24,307 square feet. We own approximately 50% of the equity in the joint venture. We loaned approximately $6.8 million to Jeff Sutton to fund a portion of his equity. This loan is secured by a pledge of Jeff Sutton's partnership interest in the joint venture. As we have been designated as the primary beneficiary of the joint venture under FIN 46(R), we have consolidated the accounts of the joint venture.

**Pro Forma**

The following table (in thousands, except per share amounts) summarizes, on an unaudited pro forma basis, our combined results of operations for the nine months ended September 30, 2007 and 2006 as though the acquisitions of 521 Fifth Avenue (March 2006), the investment in 609 Fifth Avenue (June 2006), the July and November 2006 common stock offerings as well as the Reckson Merger and the acquisition of the 45% interest in One Madison were completed on January 1, 2006. The supplemental pro forma operating data is not necessarily indicative of what the actual results of operations would have been assuming the transactions had been completed as set forth above, nor do they purport to represent our results of operations for future periods. In addition, the following supplemental pro forma operating data does not present the sale of assets through September 30, 2007. We accounted for the acquisition of assets utilizing the purchase method of accounting.

| | 2007 | 2006 |
|---|---|---|
| Pro forma revenues | $ 877,763 | $ 729,480 |
| Pro forma net income | $ 500,950 | $ 121,776 |
| Pro forma earnings per common share-basic | $ 8.44 | $ 2.05 |
| Pro forma earnings per common share and common share equivalents-diluted | $ 8.34 | $ 2.03 |
| Pro forma common shares-basic | 59,339 | 59,296 |
| Pro forma common share and common share equivalents-diluted | 62,605 | 63,028 |

**4. Property Dispositions and Assets Held for Sale**

In February 2007, we sold the fee interests in 70 West 36 th Street for approximately $61.5 million, excluding closing costs. The property is approximately 151,000 square feet. We recognized a gain on sale of approximately $47.2 million.

In June 2007, we sold our office condominium interest in floors six through eighteen at 110 East 42 nd Street for approximately $111.5 million, excluding closing costs. The property encompasses approximately 181,000 square feet. The sale does not include approximately 112,000 square feet of developable air rights, which we retained along with the ability to transfer these rights off-site. We recognized a gain on sale of approximately $84.0 million.

In June 2007, we sold our condominium interests in 125 Broad Street for approximately $273.0 million, excluding closing costs. The property is approximately 525,000 square feet. We recognized a gain on sale of approximately $167.9 million.

In July 2007, we sold our property located at 292 Madison Avenue for approximately $140.0 million, excluding closing costs. The property encompasses approximately 187,000 square feet. The sale generated a gain of approximately $99.8 million, of which $15.7 million was deferred as a result of financing provided to the buyer by Gramercy.

In July 2007, we sold an 85% interest in 1372 Broadway, New York, to Wachovia Corporation (NYSE:WB), for approximately $284.8 million. This sale generated a gain of $254.4 million. We retained a 15% interest in the property. We have the ability to earn incentive fees based on the financial performance of the property. We are accounting for this property as a profit sharing arrangement. We deferred recognition of the gain on sale due to our continuing involvement with the property and because we have an option to reacquire the property under certain limited circumstances. As the property was unencumbered at the time of sale, no debt is recorded on our books. The co-venture expense is included in operating expenses in the Consolidated Statements of Income. The equity contributed by our partner is included in Deferred Revenue on our Consolidated Balance Sheets. In July 2007, the joint venture that now owns 1372 Broadway closed on a $235.2 million, five-year, floating rate mortgage. The mortgage carries an interest rate of 125 basis points over the 30-day LIBOR. This mortgage is recorded off-balance sheet.

At September 30, 2007, discontinued operations included the results of operations of real estate assets sold prior to that date. This included 286 and 290 Madison Avenue, sold in July 2006, 1140 Avenue of the Americas, sold in August 2006, 125 Broad Street and 110 East 42nd Street sold in June 2007, and 292 Madison Avenue, which was sold in August 2007.

The following table summarizes income from discontinued operations (net of minority interest) and the related realized gain on sale of discontinued operations (net of minority interest) for the three and nine months ended September 30, 2007 and 2006 (in thousands).

| | Three months Ended September 30, | | Nine months Ended September 30, | |
|---|---|---|---|---|
| | 2007 | 2006 | 2007 | 2006 |
| Revenues | | | | |
| Rental revenue | **$ 380** | $ 9,157 | **$ 14,410** | $ 30,372 |
| Escalation and reimbursement revenues | **147** | 2,306 | **3,211** | 7,091 |
| Other income | **—** | 155 | **70** | 383 |
| Total revenues | **527** | 11,618 | **17,691** | 37,846 |
| Operating expense | **169** | 4,006 | **6,448** | 12,693 |
| Real estate taxes | **79** | 1,599 | **2,441** | 5,804 |
| Ground rent | **—** | 75 | **—** | 249 |
| Interest | **—** | 1,377 | **2,535** | 4,110 |
| Depreciation and amortization | **—** | 1,269 | **1,502** | 4,398 |
| Total expenses | **248** | 8,326 | **12,926** | 27,254 |
| Income from discontinued operations | **279** | 3,292 | **4,765** | 10,592 |
| Gain on disposition of discontinued operations | **83,388** | 99,268 | **382,568** | 99,268 |
| Minority interest in operating partnership | **(3,185)** | (4,791) | **(15,754)** | (5,376) |
| Income from discontinued operations, net of minority interest | **$ 80,482** | $ 97,769 | **$ 371,579** | $ 104,484 |

**5. Structured Finance Investments**

During the nine months ended September 30, 2007 and 2006, we originated approximately $449.8 million and $143.2 million in structured finance and preferred equity investments (net of discount), respectively. In addition, in 2007 we assumed approximately $136.9 million of structured finance investments as part of the Reckson Merger. There were approximately $348.6 million and $195.7 million in repayments and participations during those periods, respectively. At September 30, 2007 and December 31, 2006 all loans were performing in accordance with the terms of the loan agreements.

Preferred equity and investment income consists of the following (in thousands):

| | Three months Ended September 30, | | Nine months Ended September 30, | |
|---|---|---|---|---|
| | 2007 | 2006 | 2007 | 2006 |
| Preferred Equity and Investment income | **$ 20,284** | $ 13,571 | **$ 63,437** | $ 42,977 |
| Interest income | **1,572** | 2,407 | **7,571** | 3,785 |
| Total | **$ 21,856** | $ 15,978 | **$ 71,008** | $ 46,762 |

As of September 30, 2007 and December 31, 2006, we held the following structured finance investments, excluding preferred equity investments, with an aggregate weighted average current yield of approximately 10.4% (in thousands):

| Loan Type | Gross Investment | Senior Financing | 2007 Principal Outstanding | 2006 Principal Outstanding | Initial Maturity Date |
|---|---|---|---|---|---|
| Mezzanine Loan [1] | $ 3,500 | $ 15,000 | **$ 3,500** | $ 3,500 | September 2021 |
| Mezzanine Loan [1] [2] | 85,000 | 225,000 | **91,496** | 31,226 | December 2020 |
| Mezzanine Loan [1] | 28,500 | —- | **28,500** | 28,500 | August 2008 |
| Mezzanine Loan [1] | 60,000 | 205,000 | **58,130** | 58,013 | February 2016 |
| Mezzanine Loan [1] | 25,000 | 200,000 | **25,000** | 25,000 | May 2016 |
| Mezzanine Loan [1] | 35,000 | 165,000 | **33,170** | 33,082 | October 2016 |
| Mezzanine Loan [1] [3] | 75,000 | 4,200,000 | **64,706** | 64,100 | December 2016 |
| Mezzanine Loan [1] | 15,000 | — | **15,000** | — | February 2010 |
| Mezzanine Loan [1] [5] | 10,000 | 4,500 | **10,000** | — | October 2007 |
| Mezzanine Loan [3] | 9,753 | 30,000 | **9,753** | — | February 2009 |
| Mezzanine Loan [1] [2] | 25,000 | 314,830 | **27,398** | — | November 2009 |
| Mezzanine Loan | 16,000 | 90,000 | **15,639** | — | August 2017 |
| Mezzanine Loan [3] | 12,500 | 210,000 | **12,500** | — | August 2008 |
| Mezzanine Loan [3] | 12,500 | 357,616 | **12,500** | — | September 2009 |
| Mezzanine Loan [1] | 1,000 | — | **1,000** | — | January 2010 |
| Mezzanine Loan | 500 | — | **500** | — | December 2009 |
| Mezzanine Loan [1] | 14,189 | 15,661 | **9,938** | — | April 2008 |
| Mezzanine Loan [1] | 67,000 | 1,139,000 | **66,027** | — | March 2017 |
| Junior Participation [1] | 37,500 | 477,500 | **37,500** | 37,500 | January 2014 |
| Junior Participation [1] [4] | 4,000 | 44,000 | **3,893** | 3,911 | August 2010 |
| Junior Participation [1] | 11,000 | 53,000 | **11,000** | 11,000 | November 2009 |
| Junior Participation [1] | 21,000 | 115,000 | **21,000** | 21,000 | November 2009 |
| Junior Participation | 12,000 | 73,000 | **12,000** | 12,000 | December 2007 |
| | $ 580,942 | $ 7,934,107 | **$ 570,150** | $ 328,832 | |

(1) This is a fixed rate loan.
(2) The difference between the pay and accrual rates is included as an addition to the principal balance outstanding.
(3) Gramercy holds a pari passu interest in this asset.
(4) This is an amortizing loan.
(5) This loan was repaid in October 2007.

**Preferred Equity Investments**

As of September 30, 2007 and December 31, 2006, we held the following preferred equity investments with an aggregate weighted average current yield of approximately 10.9% (in thousands):

| Type | Gross Investment | Senior Financing | 2007 Amount Outstanding | 2006 Amount Outstanding | Initial Mandatory Redemption |
|---|---|---|---|---|---|
| Preferred equity [1] | $ 75,000 | $ 69,724 | **$ 3,694** | $ 3,694 | July 2014 |
| Preferred equity [1] | 15,000 | 2,350,000 | **15,000** | 15,000 | February 2015 |
| Preferred equity [1] [2] | 51,000 | 224,000 | **51,000** | 51,000 | February 2014 |
| Preferred equity [1] | 7,000 | 75,000 | **7,000** | 7,000 | August 2015 |
| Preferred equity | 34,120 | 190,300 | **29,240** | — | March 2010 |
| Preferred equity [1] | 7,000 | — | **7,000** | 7,000 | June 2009 |
| Preferred equity [3] | — | — | **—** | 32,500 | — |
| | $ 189,120 | $ 2,909,024 | **$ 112,934** | $ 116,194 | |

(1) This is a fixed rate investment.
(2) Gramercy holds a mezzanine loan on the underlying asset.
(3) Gramercy held a pari passu preferred equity investment in this asset. This investment was redeemed in July 2007.

## 6. Investment in Unconsolidated Joint Ventures

We have investments in several real estate joint ventures with various partners, including The Rockefeller Group International Inc., or RGII, The City Investment Fund, or CIF, SITQ Immobilier, a subsidiary of Caisse de depot et placement du Quebec, or SITQ, a fund managed by JP Morgan Investment Management, or JP Morgan, Prudential Real Estate Investors, or Prudential, Onyx Equities, or Onyx, The Witkoff Group, or Witkoff, Credit Suisse Securities (USA) LLC, or Credit Suisse, Mack-Cali Realty Corporation, or Mack-Cali, Jeff Sutton, or Sutton, and Gramercy, as well as private investors. As we do not control these joint ventures, we account for them under the equity method of accounting.

We assess the accounting treatment for each joint venture on a stand-alone basis. This includes a review of each joint venture or partnership LLC agreement to determine which party has what rights and whether those rights are protective or participating under EITF 04-5 and EITF 96-16. In situations where our minority partner approves the annual budget, receives a detailed monthly reporting package from us, meets with us on a quarterly basis to review the results of the joint venture, reviews and approves the joint venture's tax return before filing, and approves all leases that cover more than a nominal amount of space relative to the total rentable space at each property we do not consolidate the joint venture as we consider these to be substantive participation rights. Our joint venture agreements also contain certain protective rights such as the requirement of partner approval to sell, finance or refinance the property and the payment of capital expenditures and operating expenditures outside of the approved budget or operating plan.

The table below provides general information on each joint venture as of September 30, 2007 (in thousands):

| Property | Partner | Ownership Interest | Economic Interest | Square Feet | Acquired | Acquisition Price (1) |
|---|---|---|---|---|---|---|
| 1221 Avenue of the Americas (2) | RGII | 45.00 % | 45.00 % | 2,550 | 12/03 | $ 1,000,000 |
| 1250 Broadway (3) | SITQ | 55.00 % | 66.18 % | 670 | 08/99 | $ 121,500 |
| 1515 Broadway (4) | SITQ | 55.00 % | 68.45 % | 1,750 | 05/02 | $ 483,500 |
| 100 Park Avenue | Prudential | 49.90 % | 49.90 % | 834 | 02/00 | $ 95,800 |
| 379 West Broadway | Sutton | 45.00 % | 45.00 % | 62 | 12/05 | $ 19,750 |
| Mack-Green joint venture | Mack-Cali | 48.00 % | 48.00 % | 900 | 05/06 | $ 127,500 |
| 21 West 34th Street (5) | Sutton | 50.00 % | 50.00 % | 30 | 07/05 | $ 22,400 |
| 800 Third Avenue (6) | Private Investors | 47.34 % | 47.34 % | 526 | 12/06 | $ 285,000 |
| 521 Fifth Avenue | CIF | 50.10 % | 50.10 % | 460 | 12/06 | $ 240,000 |
| One Court Square | JP Morgan | 30.00 % | 30.00 % | 1,402 | 01/07 | $ 533,500 |
| 1604-1610 Broadway (7) | Onyx/Sutton | 45.00 % | 63.00 % | 30 | 11/05 | $ 4,400 |
| 1745 Broadway (8) | Witkoff/SITQ | 32.26 % | 32.26 % | 674 | 04/07 | $ 520,000 |
| 1 and 2 Jericho Plaza | Onyx/Credit Suisse | 20.26 % | 20.26 % | 640 | 04/07 | $ 210,000 |
| 2 Herald Square (9) | Gramercy | 55.00 % | 55.00 % | 354 | 04/07 | $ 225,000 |
| 885 Third Avenue (10) | Gramercy | 55.00 % | 55.00 % | 607 | 07/07 | $ 317,000 |
| 16 Court Street | CIF | 35.00 % | 35.00 % | 318 | 07/07 | $ 107,500 |
| The Meadows | Onyx | 25.00 % | 25.00 % | 582 | 09/07 | $ 111,500 |

(1) Acquisition price represents the actual or implied purchase price for the joint venture.

(2) We acquired our interest from The McGraw-Hill Companies, or MHC. MHC is a tenant at the property and accounted for approximately 15.3% of property's annualized rent at September 30, 2007. We do not manage this joint venture.

(3) As a result of exceeding the performance thresholds set forth in our joint venture agreement with SITQ, our economic stake in the property was increased to 66.175% in August 2006.

(4) Under a tax protection agreement established to protect the limited partners of the partnership that transferred 1515 Broadway to the joint venture, the joint venture has agreed not to adversely affect the limited partners' tax positions before December 2011. One tenant, whose leases end between 2008 and 2015, represents approximately 86.1% of this joint venture's annualized rent at September 30, 2007.

(5) Effective November 2006, we deconsolidated this investment. As a result of the recapitalization of the property, we were no longer the primary beneficiary under FIN 46(R). Both partners had the same amount of equity at risk and neither partner controlled the joint venture.

(6) We invested approximately $109.5 million in this asset through the origination of a loan secured by up to 47% of the interests in the property's ownership, with an option to convert the loan to an equity interest. Certain existing members have the right to re-acquire approximately 4% of the property's equity.

(7) Effective April 1, 2007, we deconsolidated this investment. As a result of the recapitalization of the property, we were no longer the primary beneficiary under FIN 46(R). Both partners had the same amount of equity at risk and neither partner controlled the joint venture.

(8) We have the ability to syndicate our interest down to 14.79%.

(9) We, along with Gramercy, together as tenants-in-common, acquired a fee interest in 2 Herald Square. The fee interest is subject to a long-term operating lease.

(10) We, along with Gramercy, together as tenants-in-common, acquired a fee and leasehold interest in 885 Third Avenue. The fee and leasehold interests are subject to a long-term operating lease.

In March 2007, a joint venture between our company, SITQ and SEB Immobilier — Investment GmbH sold One Park Avenue for $550.0 million. We received approximately $108.7 million in proceeds from the sale, approximately $77.2 million of which represented an incentive distribution under our joint venture arrangement with SEB and the balance of approximately $31.5 million was recognized as gain on sale.

In June 2007, a joint venture between our company, Ian Schrager, RFR Holding LLC and Credit Suisse, sold Five Madison Avenue-Clock Tower for $200.0 million. We realized an incentive distribution of approximately $5.5 million upon the winding down of the joint venture.

In August 2007, we acquired Gramercy's 45% equity interest in the joint venture that owns One Madison Avenue for approximately $147.2 million (and the assumption of Gramercy's proportionate share of the debt encumbering the property of approximately $305.3 million). In August 2007, an affiliate of ours loaned approximately $146.7 million to GKK Capital L.P. This loan was to be repaid with interest at an annual rate of 5.80% on the earlier of September 1, 2007 or the closing of our purchase from Gramercy of its 45% interest in One Madison Avenue. As a result of our acquisition of Gramercy's interest in August 2007, the loan was repaid with interest on such date. As a result of the acquisition of this interest we own 100% of One Madison Avenue. We accounted for our share of the incentive fee earned from Gramercy of approximately $19.0 million as well as our proportionate share of the gain on sale of approximately $18.3 million as a reduction in the basis of One Madison. See Note 3.

We finance our joint ventures with non-recourse debt. The first mortgage notes payable collateralized by the respective joint venture properties and assignment of leases at September 30, 2007 and December 31, 2006, respectively, are as follows (in thousands):

| Property | Maturity date | Interest rate (1) | 2007 | 2006 |
|---|---|---|---|---|
| 1221 Avenue of the Americas (2) | 12/2010 | 5.86 % | $ 170,000 | $ 170,000 |
| 1250 Broadway (3) | 08/2008 | 6.12 % | $ 115,000 | $ 115,000 |
| 1515 Broadway (4) | 11/2008 | 6.23 % | $ 625,000 | $ 625,000 |
| 100 Park Avenue | 11/2015 | 6.52 % | $ 175,000 | $ 175,000 |
| 379 West Broadway | 01/2010 | 7.40 % | $ 20,750 | $ 12,872 |
| Mack-Green joint venture (5) | 08/2014 | 7.86 % | $ 102,418 | $ 102,519 |
| 21 West 34th Street | 12/2016 | 5.75 % | $ 100,000 | $ 100,000 |
| 800 Third Avenue | 08/2008 | 5.95 % | $ 20,910 | $ 20,910 |
| 521 Fifth Avenue | 04/2011 | 6.32 % | $ 140,000 | $ 140,000 |
| One Court Square | 12/2010 | 4.91 % | $ 315,000 | — |
| 2 Herald Square | 04/2017 | 5.36 % | $ 191,250 | — |
| 1604-1610 Broadway | 03/2012 | 5.66 % | $ 27,000 | — |
| 1745 Broadway | 01/2017 | 5.68 % | $ 340,000 | — |
| 1 and 2 Jericho Plaza | 03/2017 | 5.65 % | $ 163,750 | — |
| 885 Third Avenue | 07/2017 | 6.26 % | $ 267,650 | — |
| The Meadows | 09/2012 | 7.21 % | $ 81,265 | — |

(1) Interest rate represents the effective all-in weighted average interest rate for the quarter ended September 30, 2007.

(2) This loan has an interest rate based on the LIBOR plus 75 basis points. $65.0 million of this loan has been hedged through December 2010. The hedge fixed the LIBOR rate at 4.8%.

(3) The interest only loan carried an interest rate of 120 basis points over the 30-day LIBOR, but was reduced to 80 basis points over the 30-day LIBOR in December 2006. The loan is subject to two one-year as-of-right renewal extensions. The joint venture extended this loan for one year.

(4) The interest only loan carries an interest rate of 90 basis points over the 30-day LIBOR. The mortgage is subject to three one-year as-of-right renewal options. The joint venture extended this loan for one year.

(5) Comprised of $90.5 million variable rate debt that matures in May 2008 and $12.0 million fixed rate debt that matures in August 2014. Gramercy provided the variable rate debt.

We act as the operating partner and day-to-day manager for all our joint ventures, except for 1221 Avenue of the Americas, Mack-Green, 800 Third Avenue, 1 and 2 Jericho Plaza and The Meadows. We are entitled to receive fees for providing management, leasing, construction supervision and asset management services to our joint ventures. We earned approximately $4.4 million, $10.5 million, $2.7 million and $6.9 million from these services for the three and nine months ended September 30, 2007, and 2006, respectively. In addition, we have the ability to earn incentive fees based on the ultimate financial performance of certain of the joint venture properties.

***Gramercy Capital Corp.***

In April 2004, we formed Gramercy as a commercial real estate specialty finance company that focuses on the direct origination and acquisition of whole loans, subordinate interests in whole loans, mezzanine loans, preferred equity and net lease investments involving commercial properties throughout the United States. Gramercy also established a real estate securities business that focuses on the acquisition, trading and financing of commercial mortgage backed securities and other real estate related securities. Gramercy qualified as a REIT for federal income tax purposes and expects to qualify for its current fiscal year. In August 2004, Gramercy sold 12.5 million shares of common stock in its initial public offering at a price of $15.00 per share, for a total offering of $187.5 million. As part of the offering, which closed on August 2, 2004, we purchased 3,125,000 shares, or 25%, of Gramercy, for a total investment of approximately $46.9 million. During the term of Gramercy's amended and restated origination agreement, we have the right to purchase 25% of the shares in any future offering of Gramercy's common stock in order to maintain our percentage ownership interest in Gramercy. In September 2007, we purchased 1,206,250 shares, or 25%, of Gramercy's $125.4 million September offering of common stock, for a total investment of approximately $31.7 million. At September 30, 2007, we held 7,624,583 shares of Gramercy's common stock representing a total investment at book value of approximately $172.0 million. The market value of our investment in Gramercy was approximately $191.9 million at September 30, 2007. Effective November 7, 2007, our interest in Gramercy was reduced to approximately 21.96% as we did not participate in a $100 million offering by Gramercy in November 2007.

Gramercy is a variable interest entity, but we are not the primary beneficiary. Due to the significant influence we have over Gramercy, we account for our investment under the equity method of accounting.

In connection with Gramercy's initial public offering, GKK Manager LLC, or the Manager, an affiliate of ours, entered into a management agreement with Gramercy, which provided for an initial term through December 2007, with automatic one-year extension options and certain termination rights. In April 2006, Gramercy's board of directors approved, among other things, an extension of the management agreement through December 2009. Gramercy pays the Manager an annual management fee equal to 1.75% of their gross stockholders' equity (as defined in the amended and restated management agreement), inclusive of the trust preferred securities. In addition, Gramercy also pays the Manager a collateral management fee (as defined in the amended management agreement). In connection with any and all collateralized debt obligations, or CDO's, formed, owned or controlled, directly or indirectly, by Gramercy, the Manager shall receive management, service and similar fees equal to (i) 0.25% per annum of the principal amount outstanding of bonds issued by a managed transitional CDO that are owned by third-party investors unaffiliated with Gramercy or the Manager, which CDO is structured to own loans secured by transitional properties, (ii) 0.15% per annum of the book value of the principal amount outstanding of bonds issued by a managed non-transitional CDO that are owned by third-party investors unaffiliated with Gramercy or the Manager, which CDO is structured to own loans secured by non-transitional properties, (iii) 0.10% per annum of the principal amount outstanding of bonds issued by a static CDO that are owned by third party investors unaffiliated with Gramercy or the Manager, which CDO is structured to own non-investment grade bonds, and (iv) 0.05% per annum of the principal amount outstanding of bonds issued by a static CDO that are owned by third-party investors unaffiliated with Gramercy or the Manager, which CDO is structured to own investment grade bonds. For the purposes of the management agreement, a "managed transitional" CDO means a CDO that is actively managed, has a reinvestment period and is structured to own debt collateral secured primarily by non-stabilized real estate assets that are expected to experience substantial net operating income growth, and a "managed non-transitional" CDO means a CDO that is actively managed, has a reinvestment period and is structured to own debt collateral secured primarily by stabilized real estate assets that are not expected to experience substantial net operating income growth. Both "managed transitional" and "managed non-transitional" CDO's may at any given time during the reinvestment period of the respective vehicles invest in and own non-debt collateral (in limited quantity) as defined by the respective indentures. For the three and nine months ended September 30, 2007 and 2006, we received an aggregate of approximately $3.3 million, $9.1 million, $2.7 million and $7.4 million, respectively, in fees under the management agreement and $1.3 million, $3.4 million, $0.8 million and $1.8 million under the collateral management agreement.

To provide an incentive for the Manager to enhance the value of Gramercy's common stock, we, along with the other holders of Class B limited partnership interests in Gramercy's operating partnership, are entitled to an incentive return payable through the Class B limited partner interests in Gramercy's operating partnership, equal to 25% of the amount by which funds from operations (as defined in Gramercy's amended and restated partnership agreement) plus certain accounting gains exceed the product of the weighted average stockholders' equity of Gramercy multiplied by 9.5% (divided by 4 to adjust for quarterly calculations). We will record any distributions on the Class B limited partner interests as incentive distribution income in the period when earned and when receipt of such amounts have become probable and reasonably estimable in accordance with Gramercy's amended and restated partnership agreement as if such agreement had been terminated on that date. We earned approximately $3.9 million, $10.5 million, $1.8 million and $4.6 million under this agreement for the three and nine months ended September 30, 2007, and 2006, respectively. The 2007

incentive fees exclude approximately $19.0 million of incentive fees earned upon the sale of One Madison by Gramercy to us. We accounted for this incentive fee as a reduction of the basis in One Madison. Due to the control we have over the Manager, we consolidate the accounts of the Manager into ours.

In May 2005, our Compensation Committee approved long-term incentive performance awards pursuant to which certain of our officers and employees, including some of whom are our senior executive officers, were awarded a portion of the interests previously held by us in the Manager as well as in the Class B limited partner interests in Gramercy's operating partnership. These awards are dependent upon, among other things, tenure of employment and the performance by SL Green Realty Corp. of its investment in Gramercy. We recorded compensation expense of approximately $0.7 million, $2.1 million, $0.5 million and $1.2 million for the three and nine months ended September 30, 2007 and 2006, respectively, related to these awards. After giving effect to these awards, we own 65.83 units of the Class B limited partner interests and 65.83% of the Manager. The officers and employees who received these awards own 15.75 units of the Class B limited partner interests and 15.75% of the Manager.

Gramercy is obligated to reimburse the Manager for its costs incurred under an asset servicing agreement and an outsourcing agreement between the Manager and us. The asset servicing agreement, which was amended and restated in April 2006, provides for an annual fee payable to us of 0.05% of the book value of all Gramercy's credit tenant lease assets and non-investment grade bonds and 0.15% of the book value of all other Gramercy assets. We may reduce the asset-servicing fee for fees that Gramercy pays directly to outside servicers. The outsourcing agreement currently provides for a fee of $1.36 million per year, increasing 3% annually over the prior year. For the three and nine months ended September 30, 2007 and 2006, the Manager received an aggregate of approximately $1.4 million, $3.7 million, $1.0 million and $2.6 million, respectively, under the outsourcing and asset servicing agreements.

During the three months ended March 31, 2006, we paid our proportionate share of an advisory fee of approximately $162,500 to Gramercy in connection with a transaction.

All fees earned from Gramercy are included in other income in the Consolidated Statements of Income.

Effective May 1, 2005 Gramercy entered into a lease agreement with an affiliate of ours, for their corporate offices at 420 Lexington Avenue, New York, NY. The lease is for approximately five thousand square feet with an option to lease an additional approximately two thousand square feet and carries a term of ten year with rents of approximately $249,000 per annum for year one rising to $315,000 per annum in year ten.

See above for a discussion on Gramercy's tenancy-in-common interests along with us in 55 Corporate Drive, NJ, 2 Herald Square and 885 Third Avenue. See Notes 3 and 6 for information on the sale of Gramercy's interest in One Madison to us. See Note 5 for information of our structured finance investments in which Gramercy also holds an interest.

The condensed combined balance sheets for the unconsolidated joint ventures, including Gramercy, at September 30, 2007 and December 31, 2006, are as follows (in thousands):

| | September 30, 2007 | December 31, 2006 |
|---|---|---|
| **Assets** | | |
| Commercial real estate property, net | **$ 4,662,763** | $ 3,760,477 |
| Structured finance investments | **3,271,777** | 2,144,151 |
| Other assets | **1,067,524** | 783,754 |
| Total assets | **$ 9,002,064** | $ 6,688,382 |
| | | |
| **Liabilities and members' equity** | | |
| Mortgages payable | **$ 3,008,617** | $ 2,605,023 |
| Other loans | **3,204,304** | 2,156,662 |
| Other liabilities | **299,112** | 141,504 |
| Members' equity | **2,490,031** | 1,785,193 |
| Total liabilities and members' equity | **$ 9,002,064** | $ 6,688,382 |
| Company's net investment in unconsolidated joint ventures | **$ 886,672** | $ 686,069 |

The condensed combined statements of operations for the unconsolidated joint ventures, including Gramercy, from acquisition date through September 30, 2007 and 2006 are as follows (in thousands):

| | Three months Ended September 30, | | Nine months Ended September 30, | |
|---|---|---|---|---|
| | 2007 | 2006 | 2007 | 2006 |
| Total revenues | **$ 233,385** | $ 169,007 | **$ 639,704** | $ 467,551 |
| Operating expenses | **67,115** | 36,269 | **153,533** | 102,065 |
| Real estate taxes | **19,375** | 17,706 | **59,369** | 52,727 |
| Interest | **104,063** | 63,043 | **269,427** | 168,169 |
| Depreciation and amortization | **28,536** | 21,680 | **79,286** | 57,572 |
| Total expenses | **219,089** | 138,698 | **561,615** | 380,533 |
| Net income before gain on sale | **$ 14,296** | $ 30,309 | **$ 78,089** | $ 87,018 |
| Company's equity in net income of unconsolidated joint ventures | **$ 11,302** | $ 9,679 | **$ 32,715** | $ 30,243 |

## 7. Investment in and Advances to Affiliates

**Service Corporation**

Income from management, leasing and construction contracts from third parties and joint venture properties is realized by the Service Corporation. In order to maintain our qualification as a REIT, we, through our operating partnership, own 100% of the non-voting common stock (representing 95% of the total equity) of the Service Corporation our operating partnership receives substantially all of the cash flow from the Service Corporation's operations through dividends on its equity interest. All of the voting common stock of the Service Corporation (representing 5% of the total equity) is held by our affiliate. This controlling interest gives the affiliate the power to elect all directors of the Service Corporation. Effective July 1, 2003, we consolidated the operations of the Service Corporation because it is considered to be a variable interest entity under FIN 46R and we are the primary beneficiary. For the three and nine months ended September 30, 2007 and 2006, the Service Corporation earned approximately $3.6 million, $9.9 million, $2.4 million and $6.1 million of revenue and incurred approximately $3.1 million, $7.8 million, $1.9 million and $5.4 million in expenses, respectively. Effective January 1, 2001, the Service Corporation elected to be treated as a TRS.

All of the management, leasing and construction services with respect to the properties wholly-owned by us are conducted through SL Green Management LLC which is 100% owned by our Operating Partnership.

**eEmerge**

In May 2000, our operating partnership formed eEmerge, Inc., a Delaware corporation, or eEmerge. eEmerge is a separately managed, self-funded company that provides fully-wired and furnished office space, services and support to businesses.

In March 2002, we acquired all the voting common stock of eEmerge Inc. As a result, we control all the common stock of eEmerge. Effective with the quarter ended March 31, 2002, we consolidated the operations of eEmerge. Effective January 1, 2001, eEmerge elected to be taxed as a TRS.

In September 2000, eEmerge and Eureka Broadband Corporation, or Eureka, formed eEmerge.NYC LLC, a Delaware limited liability company, or ENYC, whereby eEmerge has a 95% interest and Eureka has a 5% interest in ENYC. During the third quarter of 2006, ENYC acquired the interest held by Eureka. As a result, eEmerge owns 100% of ENYC. ENYC operates a 71,700 square foot fractional office suites business. ENYC entered into a 10-year lease with our Operating Partnership for its 50,200 square foot premises, which is located at 440 Ninth Avenue, Manhattan. ENYC entered into another 10-year lease with our Operating Partnership for its 21,500 square foot premises at 28 West 44P thP Street, Manhattan. Allocations of net profits, net losses and distributions are made in accordance with the Limited Liability Company Agreement of ENYC. Effective with the quarter ended March 31, 2002, we consolidated the operations of ENYC.

The net book value of our investment as of September 30, 2007 and December 31, 2006 was approximately $3.0 million and $3.6 million, respectively.

## 8. Deferred Costs

Deferred costs at September 30, 2007 and December 31, 2006 consisted of the following (in thousands):

| | 2007 | 2006 |
|---|---|---|
| Deferred financing | $ 63,223 | $ 28,584 |
| Deferred leasing | 130,147 | 115,147 |
| | 193,370 | 143,731 |
| Less accumulated amortization | (66,017) | (45,881) |
| | $ 127,353 | $ 97,850 |

## 9. Mortgage Notes Payable

The first mortgage notes payable collateralized by the respective properties and assignment of leases at September 30, 2007 and December 31, 2006, respectively, were as follows (in thousands):

| Property | Maturity Date | Interest Rate (2) | 2007 | 2006 |
|---|---|---|---|---|
| 711 Third Avenue (1) | 06/2015 | 4.99 % | **$ 120,000** | $ 120,000 |
| 420 Lexington Avenue (1) | 11/2010 | 8.44 % | **113,342** | 115,182 |
| 673 First Avenue (1) | 02/2013 | 5.67 % | **33,294** | 33,816 |
| 125 Broad Street (3) | — | — | **—** | 73,985 |
| 220 East 42nd Street (1) | 12/2013 | 5.24 % | **207,373** | 210,000 |
| 625 Madison Avenue (1) | 11/2015 | 6.27 % | **100,302** | 101,834 |
| 55 Corporate Drive | 12/2015 | 5.75 % | **95,000** | 95,000 |
| 609 Fifth Avenue (1) | 10/2013 | 5.85 % | **100,906** | 101,807 |
| 609 Partners, LLC | 07/2014 | 5.00 % | **63,891** | 63,891 |
| 485 Lexington Avenue (1) | 02/2017 | 5.61 % | **450,000** | — |
| 120 West 45th Street (1) | 02/2017 | 6.12 % | **170,000** | — |
| 919 Third Avenue (4) | 07/2018 | 6.87 % | **232,836** | — |
| 300 Main Street | 02/2017 | 5.75 % | **11,500** | — |
| 399 Knollwood Rd | 03/2014 | 5.75 % | **19,097** | — |
| 70 West 36th Street (5) | — | — | **—** | 11,199 |
| 500 West Putnam | 01/2016 | 5.52 % | **25,000** | — |
| 141 Fifth Avenue (1) (6) | 06/2017 | 5.70 % | **25,000** | 10,457 |
| One Madison Avenue (1) (7) | 05/2020 | 5.91 % | **676,029** | — |
| Total fixed rate debt | | | **2,443,570** | 937,171 |
| 1551/1555 Broadway | 08/2008 | 7.16 % | **82,459** | 78,208 |
| 717 Fifth Avenue (8) | 09/2008 | 7.43 % | **192,500** | 175,000 |
| Landmark Square (1) | 02/2009 | 7.51 % | **128,000** | — |
| Total floating rate debt | | | **402,959** | 253,208 |
| Total mortgage notes payable | | | **$ 2,846,529** | $ 1,190,379 |

(1) Held in bankruptcy remote special purpose entity.
(2) Effective interest rate for the quarter ended September 30, 2007.
(3) We sold this property in June 2007.
(4) We own a 51% interest in the joint venture that is the borrower on this loan. This loan is non-recourse to us.
(5) We sold this property in March 2007.
(6) We own a 50% interest in the joint venture that is the borrower on this loan. This loan is non-recourse to us. This loan was refinanced in June 2007.
(7) From April 2005 until August 2007, we held a 55% partnership interest in the joint venture that owned this property. We now own 100% of the property.
(8) See Note 3 for a description of our ownership interest in this property.

In May 2007, the Company repaid, at maturity, the $12.3 million mortgage that had encumbered 100 Summit Road, Westchester.

At September 30, 2007 and December 31, 2006 the gross book value of the properties collateralizing the mortgage notes was approximately $4.6 billion and $1.6 billion, respectively.

For the three and nine months ended September 30, 2007 and 2006, we incurred approximately $71.4 million, $204.1 million, $24.5 million and $65.5 million of interest expense, respectively, excluding interest which was capitalized of approximately $2.8 million, $9.7 million, $2.8 million and $6.8 million, respectively.

## 10. Corporate Indebtedness

### 2005 Unsecured Revolving Credit Facility

We have a $1.25 billion unsecured revolving credit facility. We increased the capacity under the 2005 unsecured revolving credit facility by $300.0 million in January 2007 and by an additional $450.0 million in June 2007. The 2005 unsecured revolving credit facility bears interest at a spread ranging from 70 basis points to 110 basis points over LIBOR, based on our leverage ratio. This facility matures in June 2011 and has a one-year extension option. The 2005 unsecured revolving credit facility also requires a 12.5 to 20 basis point fee on the unused balance payable annually in arrears. The 2005 unsecured revolving credit facility had $590.0 million outstanding and carried a spread over LIBOR of 80 basis points at September 30, 2007. Availability under the 2005 unsecured revolving credit facility was further reduced by the issuance of approximately $41.6 million in letters of credit. The effective all-in interest rate on the 2005 unsecured revolving credit facility was 6.05% for the three months ended September 30, 2007. The 2005 unsecured revolving credit facility includes certain restrictions and covenants (see restrictive covenants below).

### Term Loans

We had a $325.0 million unsecured term loan, which was scheduled to mature in August 2009. This term loan bore interest at a spread ranging from 110 basis points to 140 basis points over LIBOR, based on our leverage ratio. This unsecured term loan was repaid and terminated in March 2007.

We had $200.0 million five-year non-recourse term loan secured by a pledge of our ownership interest in 1221 Avenue of the Americas. This term loan had a floating rate of 125 basis points over the current LIBOR rate and was scheduled to mature in May 2010. This secured term loan was repaid and terminated in June 2007.

In January 2007, we closed on a $500.0 million unsecured bridge loan, which matures in January 2010. This term loan bore interest at a spread ranging from 85 basis points to 125 basis points over LIBOR, based on our leverage ratio. This unsecured bridge loan was repaid and terminated in June 2007.

### Unsecured Notes

In March 2007, we issued $750.0 million of 3.00% exchangeable senior notes which are due in 2027. The notes were offered in accordance with Rule 144A under the Securities Act of 1933, as amended. The notes will pay interest semi-annually on March 30 and September 30 at a rate of 3.00% per annum and mature on March 30, 2027. The notes will have an initial exchange rate representing an exchange price that is at a 25.0% premium to the last reported sale price of our common stock on March 20, 2007, or $173.30. The initial exchange rate is subject to adjustment under certain circumstances. The notes will be senior unsecured obligations of our operating partnership and will be exchangeable upon the occurrence of specified events, and during the period beginning on the twenty-second scheduled trading day prior to the maturity date and ending on the second business day prior to the maturity date, into cash or a combination of cash and shares of our common stock, if any, at our option. The notes will be Redeemable, at our option on, and after April 15, 2012. We may be required to repurchase the notes on March 30, 2012, 2017 and 2022, and upon the occurrence of certain designated events. The net proceeds from the offering were approximately $736.0 million, after deducting estimated fees and expenses. The proceeds of the offering were used to repay certain of our existing indebtedness, make investments in additional properties, and make open market purchases of our common stock and for general corporate purposes.

As of September 30, 2007, we had outstanding approximately $1.8 billion (net of unamortized issuance discounts) of senior unsecured notes.

The following table sets forth our senior unsecured notes and other related disclosures by scheduled maturity date (in thousands):

| Issuance | Face Amount | Coupon Rate | Term (in Years) | Maturity |
|---|---|---|---|---|
| March 26, 1999 | $ 200,000 | 7.75 % | 10 | March 15, 2009 |
| January 22, 2004 | 150,000 | 5.15 % | 7 | January 15, 2011 |
| August 13, 2004 | 150,000 | 5.875 % | 10 | August 15, 2014 |
| March 31, 2006 | 275,000 | 6.00 % | 10 | March 31, 2016 |
| June 27, 2005 (1) | 287,500 | 4.00 % | 20 | June 15, 2025 |
| March 26, 2007 | 750,000 | 3.00 % | 20 | March 30, 2027 |
| | $ 1,812,500 | | | |

(1) Exchangeable senior debentures which are callable after June 17, 2010 at 100% of par. In addition, the debentures can be put to us, at the option of the holder at par plus accrued and unpaid interest, on June 15, 2010, 2015 and 2020 and upon the occurrence of certain change of control transactions. As a result of the Reckson Merger, the adjusted exchange rate for the debentures is 7.7461 shares of our common stock per $1,000 of principal amount of debentures and the adjusted reference dividend for the debentures is $1.3491.

On April 27, 2007, the $50.0 million 6.0% unsecured notes scheduled to mature in June 2007 and the $150.0 million, 7.20% unsecured notes scheduled to mature in August 2007, assumed as part of the Reckson Merger, were redeemed.

Interest on the senior unsecured notes is payable semi-annually with principal and unpaid interest due on the scheduled maturity dates. In addition, certain of the senior unsecured notes were issued at discounts aggregating approximately $20.1 million. Such discounts are being amortized to interest expense over the term of the senior unsecured notes to which they relate. Through September 30, 2007, approximately $0.7 million of the aggregate discounts have been amortized.

**Restrictive Covenants**

The terms of the 2005 unsecured revolving credit facility and unsecured bonds include certain restrictions and covenants which limit, among other things, the payment of dividends (as discussed below), the incurrence of additional indebtedness, the incurrence of liens and the disposition of assets, and which require compliance with financial ratios relating to the minimum amount of tangible net worth, the minimum amount of debt service coverage, and fixed charge coverage, the maximum amount of unsecured indebtedness, the minimum amount of unencumbered property debt service coverage and certain investment limitations. The dividend restriction referred to above provides that, except to enable us to continue to qualify as a REIT for Federal Income Tax purposes, we will not during any four consecutive fiscal quarters make distributions with respect to common stock or other equity interests in an aggregate amount in excess of 90% of funds from operations for such period, subject to certain other adjustments. As of September 30, 2007 and December 31, 2006, we were in compliance with all such covenants.

**Junior Subordinate Deferrable Interest Debentures**

In June 2005, we issued $100.0 million in unsecured floating rate trust preferred securities through a newly formed trust, SL Green Capital Trust I, or Trust, which is a wholly-owned subsidiary of our Operating Partnership. The securities mature in 2035 and bear interest at a fixed rate of 5.61% for the first ten years ending July 2015, a period of up to eight consecutive quarters if our Operating Partnership exercises its right to defer such payments. The trust preferred securities are redeemable, at the option of our Operating Partnership, in whole or in part, with no prepayment premium any time after July 2010. Our interest in the Trust is accounted for using the equity method and the assets and liabilities of that entity are not consolidated into our financial statements. Interest on the junior subordinated notes is included in interest expense on our consolidated statements of income while the value of the junior subordinated notes, net of our investment in the trusts that issued the securities, is presented as a separate item in our consolidated balance sheets.

**Principal Maturities**

Combined aggregate principal maturities of mortgages and notes payable, 2005 unsecured revolving credit facility, trust preferred securities, unsecured notes and our share of joint venture debt as of September 30, 2007, excluding extension options, were as follows (in thousands):

| | Scheduled Amortization | Principal Repayments | Revolving Credit Facility | Trust Preferred Securities | Unsecured Notes | Total | Joint Venture Debt |
|---|---|---|---|---|---|---|---|
| 2007 | $ 6,359 | $ — | $ — | $ — | $ — | $ 6,359 | $ 344,137 |
| 2008 | 24,891 | 274,959 | — | — | — | 299,850 | 116,767 |
| 2009 | 26,750 | 128,000 | — | — | 200,000 | 354,750 | 438 |
| 2010 | 28,088 | 104,691 | — | — | — | 132,779 | 86,594 |
| 2011 | 26,804 | 216,656 | 590,000 | — | 150,000 | 983,460 | 72,065 |
| Thereafter | 248,801 | 1,760,530 | — | 100,000 | 1,443,100 | 3,552,431 | 661,343 |
| | **$ 361,693** | **$ 2,484,836** | **$ 590,000** | **$ 100,000** | **$ 1,793,100** | **$ 5,329,629** | **$ 1,281,344** |

**11. Related Party Transactions**

**Cleaning/ Security/ Messenger and Restoration Services**
Through Alliance Building Services, or Alliance, First Quality Maintenance, L.P., or First Quality, provides cleaning, extermination and related services, Classic Security LLC provides security services, Bright Star Couriers LLC provides messenger services, and Onyx Restoration Works provides restoration services with respect to certain properties owned by us. Alliance is owned by Gary Green, a son of Stephen L. Green, the chairman of our board of directors. First Quality also provides additional services directly to tenants on a separately negotiated basis. In addition, First Quality has the non-exclusive opportunity to provide cleaning and related services to individual tenants at our properties on a basis separately negotiated with any tenant seeking such additional services. First Quality leased 26,800 square feet of space at 70 West 36 th Street pursuant to a lease that expires on December 31, 2015. We sold this property in February 2007. We paid Alliance approximately $3.6 million, $10.6 million, $3.4 million and $9.6 million for the three and nine months ended September 30, 2007 and 2006 respectively, for these services (excluding services provided directly to tenants).

**Leases**
Nancy Peck and Company leases 507 square feet of space at 420 Lexington Avenue on a month-to-month basis. Nancy Peck and Company is owned by Nancy Peck, the wife of Stephen L. Green. The rent due pursuant to the lease is $15,210 per year. Prior to February 2007, Nancy Peck and Company leased 2,013 square feet of space at 420 Lexington Avenue, pursuant to a lease that expired on June 30, 2005 and which provided for annual rental payments of approximately $66,000. The rent due pursuant to that lease was offset against a consulting fee of $11,025 per month an affiliate paid to her pursuant to a consulting agreement, which was cancelled.

**Brokerage Services**
Sonnenblick-Goldman Company, or Sonnenblick, a nationally recognized real estate investment banking firm, provided mortgage brokerage services to us. Mr. Morton Holliday, the father of Mr. Marc Holliday, was a Managing Director of Sonnenblick at the time of the financings. In 2006, our 485 Lexington Avenue joint venture paid approximately $757,000 to Sonnenblick in connection with refinancing the property and increasing the first mortgage to $390.0 million. Also in 2006, an entity in which we hold a preferred equity investment paid approximately $438,000 to Sonnenblick in connection with refinancing the property held by that entity and increasing the first mortgage to $90.0 million. In 2007, our 1604-1610 Broadway joint venture paid approximately $146,500 to Sonnenblick in connection with obtaining a $27.0 million first mortgage and we paid $759,000 in connection with the refinancing of 485 Lexington Avenue.

In 2007, we paid a consulting fee of $525,000 to Stephen Wolff, the brother-in-law of Marc Holliday, in connection with our aggregate investment of $119.1 million in the joint venture that owns 800 Third Avenue and approximately $68,000 in connection with our acquisition of 16 Court Street for $107.5 million.

**Management Fees**
S.L. Green Management Corp. receives property management fees from an entity in which Stephen L. Green owns an interest. The aggregate amount of fees paid to S.L. Green Management Corp. from such entity was approximately $67,000, $200,000, $54,000 and $143,000 for the three and nine months ended September 30, 2007 and 2006, respectively.

**Other**
Amounts due from (to) related parties at September 30, 2007 and December 31, 2006 consisted of the following (in thousands):

| | 2007 | 2006 |
|---|---|---|
| Due from joint ventures | $ 27,763 | $ 3,479 |
| Officers and employees | 153 | 153 |
| Other | 5,034 | 3,563 |
| Related party receivables | $ 32,950 | $ 7,195 |

**Management Indebtedness**
In January 2001, Mr. Marc Holliday, then our president, received a non-recourse loan from us in the principal amount of $1.0 million pursuant to his amended and restated employment and non-competition agreement he executed at the time. This loan bore interest at the applicable federal rate per annum and was secured by a pledge of certain of Mr. Holliday's shares of our common stock. The principal of and interest on this loan was forgivable upon our attainment of specified financial performance goals prior to December 31, 2006, provided that Mr. Holliday remained employed by us until January 17, 2007. Due to the attainment of the performance goals, this loan was forgiven in January 2007. In April 2000, Mr. Holliday received a loan from us in the principal amount of $300,000 with a maturity date of July 2003. This loan bore interest at a rate of 6.60% per annum and was secured by a pledge of certain of Mr. Holliday's shares of our common stock. In May 2002, Mr. Holliday entered into a loan modification agreement with us in order to modify the repayment terms of the $300,000 loan. Pursuant to the agreement, $100,000 (plus accrued interest thereon) was forgivable on each of January 1, 2004, January 1, 2005 and January 1, 2006, provided that Mr. Holliday remained employed by us through each of such date. This $300,000 loan was completely forgiven on January 1, 2006.

**Gramercy Capital Corp.**
See Note 6. Investment in Unconsolidated Joint Ventures—Gramercy Capital Corp. for disclosure on related party transactions between Gramercy and us.

**12. Stockholders' Equity**

**Common Stock**
Our authorized capital stock consists of 260,000,000 shares, $.01 par value, of which we have authorized the issuance of up to 160,000,000 shares of common stock, $.01 par value per share, 75,000,000 shares of excess stock, at $.01 par value per share, and 25,000,000 shares of preferred stock, par value $.01 per share. As of September 30, 2007, 59,213,469 shares of common stock and no shares of excess stock were issued and outstanding.

In January 2007, we issued approximately 9.0 million shares of our common stock in connection with the Reckson Merger. These shares had a value of approximately $1.1 billion on the date the merger agreement was executed.

In March 2007, Board of Directors approved a stock purchase plan under which we can buy up to $300.0 million of our common stock. This plan will expire on December 31, 2008. As of October 31, 2007, we purchased and settled approximately $100.1 million, or 827,300 shares of our common stock at an average price of $120.98 per share.

**Perpetual Preferred Stock**
In December 2003, we sold 6,300,000 shares of our 7.625% Series C preferred stock, (including the underwriters' over-allotment option of 700,000 shares) with a mandatory liquidation preference of $25.00 per share. Net proceeds from this offering (approximately $152.0 million) were used principally to repay amounts outstanding under our secured and unsecured revolving credit facilities. The Series C preferred stockholders receive annual dividends of $1.90625 per share paid on a quarterly basis and dividends are cumulative, subject to certain provisions. On or after December 12, 2008, we may redeem the Series C preferred stock at par for cash at our option. The Series C preferred stock was recorded net of underwriters discount and issuance costs.

In 2004, we sold 4,000,000 shares of our 7.875% Series D cumulative redeemable preferred stock, or the Series D preferred stock, with a mandatory liquidation preference of $25.00 per share. Net proceeds from these offerings (approximately $96.3 million) were used principally to repay amounts outstanding under our secured and unsecured revolving credit facilities. The Series D preferred

stockholders receive annual dividends of $1.96875 per share paid on a quarterly basis and dividends are cumulative, subject to certain provisions. On or after May 27, 2009, we may redeem the Series D preferred stock at par for cash at our option. The Series D preferred stock was recorded net of underwriters discount and issuance costs.

**Rights Plan**
In February 2000, our board of directors authorized a distribution of one preferred share purchase right, or Right, for each outstanding share of common stock under a shareholder rights plan. This distribution was made to all holders of record of the common stock on March 31, 2000. Each Right entitles the registered holder to purchase from us one one-hundredth of a share of Series B junior participating preferred stock, par value $0.01 per share, or Preferred Shares, at a price of $60.00 per one one-hundredth of a Preferred Share, or Purchase Price, subject to adjustment as provided in the rights agreement. The Rights expire on March 5, 2010, unless we extend the expiration date or the Right is redeemed or exchanged earlier. The Rights are attached to each share of common stock. The Rights are generally exercisable only if a person or group becomes the beneficial owner of 17% or more of the outstanding common stock or announces a tender offer for 17% or more of the outstanding common stock, or Acquiring Person. In the event that a person or group becomes an Acquiring Person, each holder of a Right, excluding the Acquiring Person, will have the right to receive, upon exercise, common stock having a market value equal to two times the Purchase Price of the Preferred Shares.

**Dividend Reinvestment and Stock Purchase Plan**
We filed a registration statement with the SEC for our dividend reinvestment and stock purchase plan, or DRIP, which was declared effective on September 10, 2001, and commenced on September 24, 2001. We registered 3,000,000 shares of our common stock under the DRIP.

During the nine months ended September 30, 2007 and 2006, approximately 81,000 and 98,000 shares were issued and approximately $10.5 million and $9.2 million of proceeds were received, respectively, from dividend reinvestments and/or stock purchases under the DRIP. DRIP shares may be issued at a discount to the market price.

**2003 Long-Term Outperformance Compensation Program**
Our board of directors adopted a long-term, seven-year compensation program for senior management. The program, which measured our performance over a 48-month period (unless terminated earlier) commencing April 1, 2003, provided that holders of our common equity were to achieve a 40% total return during the measurement period over a base of $30.07 per share before any restricted stock awards were granted. Plan participants would receive an award of restricted stock in an amount between 8% and 10% of the excess return over the baseline return. At the end of the four-year measurement period, 40% of the award will vest on the measurement date and 60% of the award will vest ratably over the subsequent three years based on continued employment. Any restricted stock to be issued under the program will be allocated from our 2005 Stock Option and Incentive Plan (as defined below), which was previously approved through a stockholder vote in May 2002. In April 2007, the Compensation Committee determined that under the terms of the 2003 Outperformance Plan, as of March 31, 2007, the performance hurdles had been met and the maximum performance pool of $22,825,000, taking into account forfeitures, was established. In connection with this event, approximately 166,312 shares of restricted stock (as adjusted for forfeitures) were allocated under the 2005 Stock Option and Incentive Plan. These awards are subject to vesting as noted above. We record the expense of the restricted stock award in accordance with SFAS 123-R. The fair value of the award on the date of grant was determined to be $3.2 million. Forty percent of the value of the award will be amortized over four years and the balance will be amortized at 20% per year over five, six and seven years, respectively, such that 20% of year five, 16.67% of year six, and 14.29% of year seven will be recorded in year one. Compensation expense of $101,500, $304,500, $162,500 and $487,500 was recorded during the three and nine months ended September 30, 2007 and 2006, respectively.

**2005 Long-Term Outperformance Compensation Program**
In December 2005, the compensation committee of our board of directors approved a long-term incentive compensation program, the 2005 Outperformance Plan. Participants in the 2005 Outperformance Plan will share in a “performance pool” if our total return to stockholders for the period from December 1, 2005 through November 30, 2008 exceeds a cumulative total return to stockholders of 30% during the measurement period over a base share price of $68.51 per share. The size of the pool was to be 10% of the outperformance amount in excess of the 30% benchmark, subject to a maximum dilution cap equal to the lesser of 3% of our outstanding shares and units of limited partnership interest as of December 1, 2005 or $50.0 million. In the event the potential performance pool reached this dilution cap before November 30, 2008 and remained at that level or higher for 30 consecutive days, the performance period was to end early and the pool would be formed on the last day of such 30 day period. Each participant’s award under the 2005 Outperformance Plan would be designated as a specified percentage of the aggregate performance pool to be allocated to him or her assuming the 30% benchmark is achieved. LTIP Units would be granted prior to the determination of the performance pool; however, they were only to vest upon satisfaction of performance and other

thresholds, and were not entitled to distributions until after the performance pool was established. The 2005 Outperformance Plan provides that if the pool was established, each participant would also be entitled to the distributions that would have been paid on the number of LTIP Units earned, had they been issued at the beginning of the performance period. Those distributions were to be paid in the form of additional LTIP Units.

After the performance pool was established, the earned LTIP Units are to receive regular quarterly distributions on a per unit basis equal to the dividends per share paid on our common stock, whether or not they are vested. Any LTIP Units not earned upon the establishment of the performance pool were to be automatically forfeited, and the LTIP Units that are earned are subject to time-based vesting, with one-third of the LTIP Units earned vesting on November 30, 2008 and each of the first two anniversaries thereafter based on continued employment. On June 14, 2006, the Compensation Committee determined that under the terms of the 2005 Outperformance Plan, as of June 8, 2006, the performance period had accelerated and the maximum performance pool of $49,250,000, taking into account forfeitures, was established. Individual awards under the 2005 Outperformance Plan are in the form of partnership units, or LTIP Units, in SL Green Operating Partnership, L.P., that, subject to certain conditions, are convertible into shares of the Company's common stock or cash, at the Company's election. The total number of LTIP Units earned by all participants as a result of the establishment of the performance pool was 490,475 and are subject to time-based vesting.

The cost of the 2005 Outperformance Plan (approximately $8.0 million, subject to adjustment for forfeitures) will continue to be amortized into earnings through the final vesting period in accordance with SFAS 123-R. We recorded approximately $0.5 million, $1.6 million, $0.4 million and $1.2 million of compensation expense during the three and nine months ended September 30, 2007 and 2006, respectively, in connection with the 2005 Outperformance Plan.

**2006 Long-Term Outperformance Compensation Program**

On August 14, 2006, the compensation committee of our board of directors approved a long-term incentive compensation program, the 2006 Outperformance Plan. Participants in the 2006 Outperformance Plan will share in a "performance pool" if our total return to stockholders for the period from August 1, 2006 through July 31, 2009 exceeds a cumulative total return to stockholders of 30% during the measurement period over a base share price of $106.39 per share. The size of the pool will be 10% of the outperformance amount in excess of the 30% benchmark, subject to a maximum award of $60 million. The maximum award will be reduced by the amount of any unallocated or forfeited awards. In the event the potential performance pool reaches the maximum award before July 31, 2009 and remains at that level or higher for 30 consecutive days, the performance period will end early and the pool will be formed on the last day of such 30 day period. Each participant's award under the 2006 Outperformance Plan will be designated as a specified percentage of the aggregate performance pool. Assuming the 30% benchmark is achieved, the pool will be allocated among the participants in accordance with the percentage specified in each participant's participation agreement. Individual awards will be made in the form of partnership units, or LTIP Units, that, subject to vesting and the satisfaction of other conditions, are exchangeable for a per unit value equal to the then trading price of one share of our common stock. This value is payable in cash or, at our election, in shares of common stock. LTIP Units will be granted prior to the determination of the performance pool; however, they will only vest upon satisfaction of performance and time vesting thresholds under the 2006 Outperformance Plan, and will not be entitled to distributions until after the performance pool is established. Distributions on LTIP Units will equal the dividends paid on our common stock on a per unit basis. The 2006 Outperformance Plan provides that if the pool is established, each participant will also be entitled to the distributions that would have been paid had the number of earned LTIP Units been issued at the beginning of the performance period. Those distributions will be paid in the form of additional LTIP Units. Thereafter, distributions will be paid currently with respect to all earned LTIP Units that are a part of the performance pool, whether vested or unvested. Although the amount of earned awards under the 2006 Outperformance Plan (i.e. the number of LTIP Units earned) will be determined when the performance pool is established, not all of the awards will vest at that time. Instead, one-third of the awards will vest on July 31, 2009 and each of the first
two anniversaries thereafter based on continued employment.

In the event of a change in control of our company prior to August 1, 2007, the performance period will be shortened to end on a date immediately prior to such event and the cumulative stockholder return benchmark will be adjusted on a pro rata basis. In the event of a change in control of our company on or after August 1, 2007 but before July 31, 2009, the performance pool will be calculated assuming the performance period ended on July 31, 2009 and the total return continued at the same annualized rate from the date of the change in control to July 31, 2009 as was achieved from August 1, 2006 to the date of the change in control; provided that the performance pool may not exceed 200% of what it would have been if it was calculated using the total return from August 1, 2006 to the date of the change in control and a pro rated benchmark. In either case, the performance pool will be formed as described above if the adjusted benchmark target is achieved and all earned awards will be fully vested upon the change in control. If a change in control occurs after the performance period has ended, all unvested awards issued under our 2006 Outperformance Plan will become fully vested upon the change in control.

The cost of the 2006 Outperformance Plan will be amortized into earnings through the final vesting period in accordance with SFAS 123-R. We recorded approximately $0.6 million, $1.9 million, $0.4 million and $0.4 million of compensation expense during the three and nine months ended September 30, 2007 and 2006, respectively, in connection with the 2006 Outperformance Plan.

**Deferred Stock Compensation Plan for Directors**
Under our Independent Director's Deferral Program, which commenced July 2004, our non-employee directors may elect to defer up to 100% of their annual retainer fee, chairman fees and meeting fees. Unless otherwise elected by a participant, fees deferred under the program shall be credited in the form of phantom stock units. The phantom stock units are convertible into an equal number of shares of common stock upon such directors' termination of service from the Board of Directors or a change in control by us, as defined by the program. Phantom stock units are credited to each non-employee director quarterly using the closing price of our common stock on the applicable dividend record date for the respective quarter. Each participating non-employee director's account is also credited for an equivalent amount of phantom stock units based on the dividend rate for each quarter.

During the nine months ended September 30, 2007, 4,465 phantom stock units were earned. As of September 30, 2007, there were approximately 15,025 phantom stock units outstanding.

**Stock Option Plan**
During August 1997, we instituted the 1997 Stock Option and Incentive Plan, or the 1997 Plan. The 1997 Plan was amended in December 1997, March 1998, March 1999 and May 2002. The 1997 Plan, as amended, authorizes (i) the grant of stock options that qualify as incentive stock options under Section 422 of the Code, or ISOs, (ii) the grant of stock options that do not qualify, or NQSOs, (iii) the grant of stock options in lieu of cash Directors' fees and (iv) grants of shares of restricted and unrestricted common stock. The exercise price of stock options are determined by our compensation committee, but may not be less than 100% of the fair market value of the shares of our common stock on the date of grant. At September 30, 2007, approximately 0.6 million shares of our common stock were reserved for issuance under the 1997 Plan.

**Amended and Restated 2005 Stock Option and Incentive Plan**
Subject to adjustments upon certain corporate transactions or events, up to a maximum of 7,000,000 shares, or the Fungible Pool Limit, may be granted as Options, Restricted Stock, Phantom Shares, dividend equivalent rights and other equity-based awards under the amended and restated 2005 stock option and incentive plan, or the 2005 Plan. As described below, the manner in which the Fungible Pool Limit is finally determined can ultimately result in the issuance under the 2005 Plan of up to 6,000,000 shares (subject to adjustments upon certain corporate transactions or events). The amendment and restatement of the 2005 Plan was approved by our Board of Directors in March 2007 and our stockholders in May 2007 at our annual meeting of stockholders. Each share issued or to be issued in connection with ''Full-Value Awards'' (as defined below) that vest or are granted based on the achievement of certain performance goals that are based on (A) FFO growth, (B) total return to stockholders (either in absolute terms or compared with a peer group of other companies) or (C) a combination of the foregoing (as set forth in the 2005 Plan), shall be counted against the Fungible Pool Limit as 2.0 units. "Full-Value Awards" are awards other than Options, Stock Appreciation Rights or other awards that do not deliver the full value at grant thereof of the underlying shares (e.g., Restricted Stock). Each share issued or to be issued in connection with any other Full-Value Awards shall be counted against the Fungible Pool Limit as 3.0 units. Options, Stock Appreciation Rights and other awards that do not deliver the value at grant thereof of the underlying shares and that expire 10 years from the date of grant shall be counted against the Fungible Pool Limit as one unit. Options, Stock Appreciation Rights and other awards that do not deliver the value at grant thereof of the underlying shares and that expire five years from the date of grant shall be counted against the Fungible Pool Limit as 0.7 of a unit, or five-year option. Thus, under the foregoing rules, depending on the type of grants made, as many as 6,000,000 shares could be the subject of grants under the 2005 Plan. At the end of the third calendar year following April 1, 2005, which is the effective date of the original 2005 Plan, as well as at the end of the third calendar year following April 1, 2007, which is the effective date of the 2005 Plan, (i) the three-year average of (A) the number of shares subject to awards granted in a single year, divided by (B) the number of shares of our outstanding common stock at the end of such year shall not exceed the (ii) greater of (A) 2%, with respect to the third calendar year following April 1, 2005, or 2.23%, with respect to the third calendar year following April 1, 2007, or (B) the mean of the applicable peer group. For purposes of calculating the number of shares granted in a year in connection with the limitation set forth in the foregoing sentence, shares underlying Full-Value Awards will be taken into account as (i) 1.5 shares if our annual common stock price volatility is 53% or higher, (ii) two shares if our annual common stock price volatility is between 25% and 52%, and (iii) four shares if our annual common stock price volatility is less than 25%. No award may be granted to any person who, assuming exercise of all options and payment of all awards held by such person, would own or be deemed to own more than 9.8% of the outstanding shares of the Company's common stock. In addition, subject to adjustment upon certain corporate transactions or events, a participant may not receive awards (with shares subject to awards being counted, depending on the type of award, in the proportions ranging from 0.7 to 3.0, as described above) in any one year covering more than 700,000 shares; thus, under

this provision, depending on the type of grant involved, as many as 1,000,000 shares can be the subject of option grants to any one person in any year, and as many as 350,000 shares may be granted as restricted stock (or be the subject of other Full-Value Grants) to any one person in any year. If an option or other award granted under the 2005 Plan expires or terminates, the common stock subject to any portion of the award that expires or terminates without having been exercised or paid, as the case may be, will again become available for the issuance of additional awards. Shares of our common stock distributed under the 2005 Plan may be treasury shares or authorized but unissued shares. Unless the 2005 Plan is previously terminated by the Board, no new Award may be granted under the 2005 Plan after the tenth anniversary of the date that the 2005 Plan was approved by the Board. At September 30, 2007, approximately 4.3 million shares of our common stock, calculated on a weighted basis, were available for issuance under the 2005 Plan, or 6.1 million if all shares available under the 2005 Plan were issued as five-year options.

Options granted under the plans are exercisable at the fair market value on the date of grant and, subject to termination of employment, generally expire ten years from the date of grant, are not transferable other than on death, and are generally exercisable in three to five annual installments commencing one year from the date of grant.

A summary of the status of our stock options as of September 30, 2007 and December 31, 2006 and changes during the periods then ended are presented below:

| | 2007 | | 2006 | |
|---|---|---|---|---|
| | Options Outstanding | Weighted Average Exercise Price | Options Outstanding | Weighted Average Exercise Price |
| Balance at beginning of year | 1,645,643 | $ 58.77 | 1,731,258 | $ 41.25 |
| Granted | 531,000 | $ 143.22 | 403,500 | $ 103.30 |
| Exercised | (293,658) | $ 37.85 | (444,449) | $ 32.29 |
| Lapsed or cancelled | (49,967) | $ 63.52 | (44,666) | $ 40.58 |
| Balance at end of period | 1,833,018 | $ 86.46 | 1,645,643 | $ 58.77 |
| Options exercisable at end of period | 594,637 | $ 62.34 | 597,974 | $ 52.72 |
| Weighted average fair value of options granted during the period | $ 16,619,000 | | $ 7,805,000 | |

All options were granted within a price range of $18.44 to $152.76. The remaining weighted average contractual life of the options was 7.7 years.

**Earnings Per Share**

Earnings per share for the three and nine months ended September 30, is computed as follows (in thousands):

| | Three months Ended September 30, | | Nine months Ended September 30, | |
|---|---|---|---|---|
| | 2007 | 2006 | 2007 | 2006 |
| **Numerator (Income)** | | | | |
| Basic Earnings: | | | | |
| Income available to common stockholders | **$ 98,568** | $ 118,689 | **$ 511,876** | $ 171,481 |
| Effect of Dilutive Securities: | | | | |
| Redemption of units to common shares | **3,573** | 6,037 | **21,702** | 8,823 |
| Stock options | **—-** | — | **—-** | **—-** |
| Diluted Earnings: | | | | |
| Income available to common stockholders | **$ 102,141** | $ 124,726 | **$ 533,578** | $ 180,304 |

| | Three months Ended September 30, | | Nine months Ended September 30, | |
|---|---|---|---|---|
| | 2007 | 2006 | 2007 | 2006 |
| **Denominator (Weighted Average Shares)** | | | | |
| Basic Earnings: | | | | |
| Shares available to common stockholders | **59,432** | 45,277 | **58,649** | 43,784 |
| Effect of Dilutive Securities: | | | | |
| Redemption of units to common shares | **2,352** | 2,218 | **2,487** | 2,253 |
| 4.0% exchangeable senior debentures | **—-** | — | **35** | — |
| Stock-based compensation plans | **627** | 1,720 | **744** | 1,681 |
| Diluted Shares | **62,411** | 49,215 | **61,915** | 47,718 |

## 13. Minority Interest

The unit holders represent the minority interest ownership in our operating partnership. As of September 30, 2007 and December 31, 2006, the minority interest unit holders owned 3.8% (2,350,488 units) and 5.1% (2,693,900 units) of the operating partnership, respectively.

At September 30, 2007, 2,350,488 shares of our common stock were reserved for the conversion of units of limited partnership interest in our operating partnership.

## 14. Commitments and Contingencies

We and our operating partnership are not presently involved in any material litigation nor, to our knowledge, is any material litigation threatened against us or our properties, other than routine litigation arising in the ordinary course of business. Management believes the costs, if any, incurred by us and our operating partnership related to this litigation will not materially affect our financial position, operating results or liquidity.

In June 2007, we renewed and extended the maturity date of the ground lease at 420 Lexington Avenue through December 31, 2029, with an option for further extension through 2080. Ground lease rent payments through 2029 will total approximately $12.2 million per year. Thereafter, the ground lease will be subject to a revaluation.

Our property located at 810 7 th Avenue, New York, NY is subject to certain air rights lease agreements. These lease agreements have terms expiring in 2044 and 2048, including renewal options.

The following is a schedule of future minimum lease payments under capital leases and noncancellable operating leases with initial terms in excess of one year as of September 30, 2007 (in thousands):

| | Air Rights | Capital lease | Non-cancellable operating leases |
|---|---|---|---|
| 2007 | $ 7 | $ 354 | $ 10,273 |
| 2008 | 29 | 1,416 | 34,977 |
| 2009 | 29 | 1,416 | 32,803 |
| 2010 | 29 | 1,451 | 32,362 |
| 2011 | 29 | 1,555 | 29,588 |
| Thereafter | 213 | 50,315 | 639,744 |
| Total minimum lease payments | $ 336 | 56,507 | $ 779,747 |
| Less amount representing interest | | (40,003) | |
| Present value of net minimum lease payments | | $ 16,504 | |

## 15. Financial Instruments: Derivatives and Hedging

In accordance with SFAS No. 133, “Accounting for Derivative Instruments and Hedging Activities,” we recognize all derivatives on the balance sheet at fair value. Derivatives that are not hedges must be adjusted to fair value through income. If a derivative is a hedge, depending on the nature of the hedge, changes in the fair value of the derivative will either be offset against the change in fair value of the hedged asset, liability, or firm commitment through earnings, or recognized in other comprehensive income until the hedged item is recognized in earnings. The ineffective portion of a derivative’s change in fair value will be immediately recognized in earnings. SFAS No. 133 may increase or decrease reported net income and stockholders’ equity prospectively, depending on future levels of interest rates and other variables affecting the fair values of derivative instruments and hedged items, but will have no effect on cash flows.

The following table summarizes the notional and fair value of our derivative financial instruments at September 30, 2007. The notional value is an indication of the extent of our involvement in these instruments at that time, but does not represent exposure to credit, interest rate or market risks (in thousands).

| | | Notional Value | Strike Rate | Effective Date | Expiration Date | | Fair Value |
|---|---|---|---|---|---|---|---|
| Interest Rate Swap | $ | 100,000 | 4.650 % | 5/2006 | 12/2008 | $ | (115) |
| Interest Rate Swap | $ | 60,000 | 4.364 % | 1/2007 | 5/2010 | $ | 219 |
| Interest Rate Cap | $ | 112,700 | 6.000 % | 7/2006 | 8/2008 | $ | 1 |
| Interest Rate Cap | $ | 192,500 | 6.000 % | 6/2007 | 1/2008 | $ | — |
| Interest Rate Cap | $ | 128,000 | 6.000 % | 1/2007 | 2/2009 | $ | 7 |

On September 30, 2007, the derivative instruments were reported as an asset at their fair value of approximately $0.1 million. This is included in Other Assets on the consolidated balance sheet at September 30, 2007. Offsetting adjustments are represented as deferred gains or losses in Accumulated Other Comprehensive Income of $7.0 million, including a gain of approximately $7.2 million from the settlement of a forward swap, which is being amortized over the ten-year term of the related mortgage obligation from December 2003. Currently, all of our derivative instruments are designated as effective hedging instruments.

We are hedging exposure to variability in future cash flows for forecasted transactions in addition to anticipated future interest payments on existing debt.

## 16. Environmental Matters

Our management believes that the properties are in compliance in all material respects with applicable Federal, state and local ordinances and regulations regarding environmental issues. Management is not aware of any environmental liability that it believes would have a materially adverse impact on our financial position, results of operations or cash flows. Management is unaware of any instances in which it would incur significant environmental cost if any of our properties were sold.

## 17. Segment Information

We are a REIT engaged in owning, managing, leasing, acquiring and repositioning commercial office and retail properties in the New York metro area and have two reportable segments, real estate and structured finance investments. Our investment in Gramercy and its related earnings are included in the structured finance segment. We evaluate real estate performance and allocate resources based on earnings contribution to income from continuing operations.

Our real estate portfolio is primarily located in the geographical markets of the New York metro area. The primary sources of revenue are generated from tenant rents and escalations and reimbursement revenue. Real estate property operating expenses consist primarily of security, maintenance, utility costs, real estate taxes and ground rent expense (at certain applicable properties). See Note 5 for additional details on our structured finance investments.

Selected results of operations for the three and nine months ended September 30, 2007 and 2006, and selected asset information as of September 30, 2007 and December 31, 2006, regarding our operating segments are as follows (in thousands):

| | Real Estate Segment | Structured Finance Segment | Total Company |
|---|---|---|---|
| Total revenues | | | |
| Three months ended: | | | |
| September 30, 2007 | $ 227,567 | $ 31,639 | $ 259,206 |
| September 30, 2006 | 104,685 | 24,903 | 129,588 |
| Nine months ended: | | | |
| September 30, 2007 | 710,816 | 97,646 | 808,462 |
| September 30, 2006 | 295,407 | 70,039 | 365,446 |
| | | | |
| Income from continuing operations before minority interest: | | | |
| Three months ended: | | | |
| September 30, 2007 | $ 4,910 | $ 18,145 | $ 23,055 |
| September 30, 2006 | 8,270 | 17,619 | 25,889 |
| Nine months ended: | | | |
| September 30, 2007 | 99,414 | 55,790 | 155,204 |
| September 30, 2006 | 34,544 | 47,359 | 81,903 |
| | | | |
| Total assets | | | |
| As of: | | | |
| September 30, 2007 | $ 9,635,451 | $ 880,738 | $ 10,516,189 |
| December 31, 2006 | 4,065,074 | 567,153 | 4,632,227 |

Income from continuing operations represents total revenues less total expenses for the real estate segment and total investment income less allocated interest expense for the structured finance segment. Interest costs for the structured finance segment are imputed assuming 100% leverage at our unsecured revolving credit facility borrowing cost. We do not allocate marketing, general and administrative expenses (approximately $22.2 million, $80.6 million, $13.8 million and $40.1 million for the three and nine months ended September 30, 2007 and 2006, respectively) to the structured finance segment, since we base performance on the individual segments prior to allocating marketing, general and administrative expenses. All other expenses, except interest, relate entirely to the real estate assets. There were no transactions between the above two segments.

The table below reconciles income from continuing operations before minority interest to net income available to common stockholders for the three and nine months ended September 30, 2007 and 2006 (in thousands):

| | Three months Ended September 30, | | Nine months Ended September 30, | |
|---|---|---|---|---|
| | 2007 | 2006 | 2007 | 2006 |
| Income from continuing operations before minority interest | $ 27,468 | $ 28,527 | $ 142,246 | $ 88,709 |
| Gain on sale of unconsolidated joint venture | — | — | 31,509 | — |
| Minority interest in operating partnership attributable to continuing operations | (388) | (1,246) | (5,948) | (3,447) |
| Minority interest in other partnerships | (4,025) | (1,392) | (12,603) | (3,359) |
| Net income from continuing operations | 23,055 | 25,889 | 155,204 | 81,903 |
| Income/ gains from discontinued operations, net of minority interest | 80,482 | 97,769 | 371,579 | 104,484 |
| Net income | 103,537 | 123,658 | 526,783 | 186,387 |
| Preferred stock dividends | (4,969) | (4,969) | (14,907) | (14,906) |
| Net income available to common stockholders | $ 98,568 | $ 118,689 | $ 511,876 | $ 171,481 |

**18. Supplemental Disclosure of Non-Cash Investing and Financing Activities**

A summary of our non-cash investing and financing activities for the nine months ended September 30, 2007 and 2006 is presented below (in thousands):

| | 2007 | 2006 |
|---|---|---|
| Issuance of common stock as deferred compensation | $ 596 | $ 7,272 |
| Redemption of units and dividend reinvestments | 21,129 | 15,586 |
| Derivative instruments at fair value | (7,637) | (1,365) |
| Tenant improvements and capital expenditures payable | 15,407 | 637 |
| Transfer of real estate to joint venture | 5,018 | 132,980 |
| Assignment of mortgage to joint venture | 27,000 | 120,859 |
| Assignment of minority interest to joint venture | — | 5,750 |
| Issuance of preferred units | 1,200 | 63,891 |
| Common Stock issued for Reckson Merger | 1,010,078 | — |
| Assumption of mortgage loans and unsecured notes | 1,548,756 | 102,000 |
| SFAS 141 mark-to-market of debt assumed | 54,270 | — |
| Net operating liabilities assumed | 23,474 | — |
| Assumption of other liabilities | — | 3,725 |
| Minority interest investment in consolidated joint venture | — | 19,163 |
| Consolidation of joint venture investment | 50,714 | — |
| Assumption of joint venture mortgage | 676,800 | — |

**19. Subsequent Events**

In October 2007, we announced that we had entered into an agreement to sell the property located at 470 Park Avenue South for a gross sales price of $157.0 million. The sale, which is subject to customary closing conditions, is expected to close during the fourth quarter of 2007.

In October 2007, we exercised the accordion feature under our existing unsecured revolving credit facility, increasing total capacity from $1.25 billion to $1.5 billion.

In November 2007, we announced that we had entered into an agreement to sell the property located at 440 Ninth Avenue for a gross sales price of $160.0 million. The sale, which is subject to customary closing conditions, is expected to close during the first quarter of 2008.

On November 2, 2007, Gramercy entered into an agreement and plan of merger (the “Merger Agreement”) with American Financial Realty Trust (“AFR”). We have agreed to fund $50.0 million of the up to $850.0 million loan commitment that has been provided to Gramercy in connection with the proposed merger. Contemporaneously with the execution and delivery of the Merger Agreement, AFR entered into a voting agreement with our operating partnership, which currently owns approximately 21.96% of Gramercy’s common stock, pursuant to which our operating partnership agreed to, among other things, vote its shares of Gramercy’s common stock in favor of the issuance of Gramercy’s common stock in the proposed merger. Our operating partnership will not purchase any shares of Gramercy’s common stock in connection with the issuance of Gramercy’s common stock in the proposed merger. As a result, our operating partnership’s current ownership interest in Gramercy will be diluted upon consummation of the merger.

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

### Overview

SL Green Realty Corp., or the Company, a Maryland corporation, and SL Green Operating Partnership, L.P., or the Operating Partnership, a Delaware limited partnership, were formed in June 1997 for the purpose of combining the commercial real estate business of S.L. Green Properties, Inc. and its affiliated partnerships and entities. We are a self-managed real estate investment trust, or REIT, with in-house capabilities in property management, acquisitions, financing, development, construction and leasing. Unless the context requires otherwise, all references to "we," "our" and "us" means the Company and all entities owned or controlled by the Company, including the Operating Partnership.

On January 25, 2007, we completed the acquisition, or the Reckson Merger, of all of the outstanding shares of common stock of Reckson Associates Realty Corp., or Reckson, pursuant to the terms of the Agreement and Plan of Merger, dated as of August 3, 2006, as amended, the Merger Agreement, among SL Green, Wyoming Acquisition Corp., or Wyoming, Wyoming Acquisition GP LLC, Wyoming Acquisition Partnership LP, Reckson and Reckson Operating Partnership, L.P. or ROP. Pursuant to the terms of the Merger Agreement, each of the issued and outstanding shares of common stock of Reckson were converted into the right to receive (i) $31.68 in cash, (ii) 0.10387 of a share of the common stock, par value $0.01 per share, of SL Green and (iii) a prorated dividend in an amount equal to approximately $0.0977 in cash. We also assumed an aggregate of approximately $226.3 million of Reckson mortgage debt, approximately $287.5 million of Reckson convertible public debt and approximately $967.8 million of Reckson public unsecured notes.

On January 25, 2007, we completed the sale, or Asset Sale, of certain assets of ROP to an asset purchasing venture led by certain of Reckson's former executive management, or the Buyer, for a total consideration of approximately $2.0 billion. SL Green caused ROP to transfer the following assets to the Buyer in the Asset Sale: (1) certain real property assets and/or entities owning such real property assets, in either case, of ROP and 100% of certain loans secured by real property, all of which are located in Long Island, New York; (2) certain real property assets and/or entities owning such real property assets, in either case, of ROP located in White Plains and Harrison, New York; (3) all of the real property assets and/or entities owning 100% of the interests in such real property assets, in either case, of ROP located in New Jersey; (4) the entity owning a 25% interest in Reckson Australia Operating Company LLC, Reckson's Australian management company (including its Australian licensed responsible entity), and other related entities, and ROP and ROP subsidiaries' rights to and interests in, all related contracts and assets, including, without limitation, property management and leasing, construction services and asset management contracts and services contracts; (5) the direct or indirect interest of Reckson in Reckson Asset Partners, LLC, an affiliate of RSVP and all of ROP's rights in and to certain loans made by ROP to Frontline Capital Group, the bankrupt parent of RSVP, and other related entities, which will be purchased by a 50/50 joint venture with an affiliate of SL Green; (6) a 50% participation interest in certain loans made by a subsidiary of ROP that are secured by four real property assets located in Long Island, New York; and (7) 100% of certain loans secured by real property located in White Plains and New Rochelle, New York.

The following discussion related to our consolidated financial statements should be read in conjunction with the financial statements appearing in this report and in Item 8 of our Annual Report on Form 10-K for the year ended December 31, 2006.

As of September 30, 2007, we owned the following interests in commercial office properties in the New York metro area, primarily in midtown Manhattan, a borough of New York City, or Manhattan. Our investments in the New York metro area also include investments in Brooklyn, Queens, Long Island, Westchester County, Connecticut and New Jersey, which are collectively known as the Suburban assets:

| Location | Ownership | Number of Properties | Square Feet | Weighted Average Occupancy (1) |
|---|---|---|---|---|
| Manhattan | Consolidated properties | 24 | 14,889,200 | 97.5 % |
| | Unconsolidated properties | 7 | 7,464,000 | 96.0 % |
| | | | | |
| Suburban | Consolidated properties | 30 | 4,925,800 | 91.1 % |
| | Unconsolidated properties | 6 | 2,941,700 | 93.8 % |
| | | 67 | 30,220,700 | |

(1) The weighted average occupancy represents the total leased square feet divided by total available square feet.

We also own investments in retail properties (10) encompassing approximately 394,000 square feet, development property (one) encompassing approximately 85,000 square feet and land interests (two). In addition, we manage three office properties owned by third parties and affiliated companies encompassing approximately 1.0 million rentable square feet.

As of September 30, 2007, we also owned approximately 25% of the outstanding common stock of Gramercy Capital Corp. (NYSE: GKK), or Gramercy, as well as 65.83 units of the Class B limited partner interest in Gramercy's operating partnership. See Item 1 Financial Statements, Note 6.

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

### Critical Accounting Policies

Refer to our 2006 Annual Report on Form 10-K for a discussion of our critical accounting policies, which include rental property, investment in unconsolidated joint ventures, revenue recognition, allowance for doubtful accounts, reserve for possible credit losses and derivative instruments. There have been no material changes to these policies in 2007.

### Results of Operations

***Comparison of the three months ended September 30, 2007 to the three months ended September 30, 2006***

The following comparison for the three months ended September 30, 2007, or 2007, to the three months ended September 30, 2006, or 2006, makes reference to the following: (i) the effect of the "Same-Store Properties," which represents all properties owned by us at January 1, 2006 and at September 30, 2007 and total 13 of our 54 consolidated properties, representing approximately 38.9% of our share of annualized rental revenue, (ii) the effect of the "Acquisitions," which represents all properties or interests in properties acquired in 2006, namely, 25-27 and 29 West 34P thP Street (January), 521 Fifth Avenue (March), 609 Fifth Avenue (June), 717 Fifth Avenue (September), 485 Lexington Avenue (December) and in 2007, namely, 300 Main Street, 399 Knollwood, and the Reckson assets (January), 333 West 34 th Street, 331 Madison Avenue and 48 East 43 rd Street (April), 1010 Washington Avenue, CT, and 500 West Putnam Avenue, CT (June), and 180 Broadway and One Madison Avenue (August) and (iii) "Other," which represents corporate level items not allocable to specific properties, the Service Corporation and eEmerge. Assets classified as held for sale, are excluded from the following discussion.

| Rental Revenues (in millions) | 2007 | 2006 | $ Change | % Change |
|---|---|---|---|---|
| Rental revenue | $ 190.5 | $ 85.9 | $ 104.6 | 121.8 % |
| Escalation and reimbursement revenue | 31.8 | 18.2 | 13.6 | 74.7 |
| Total | $ 222.3 | $ 104.1 | $ 118.2 | 113.5 % |
| | | | | |
| Same-Store Properties | $ 89.5 | $ 85.3 | $ 4.2 | 4.9 % |
| Acquisitions | 125.5 | 11.7 | 113.8 | 972.7 |
| Other | 7.3 | 7.1 | 0.2 | 2.8 |
| Total | $ 222.3 | $ 104.1 | $ 118.2 | 113.5 % |

The increase in the Same-Store Properties is primarily due to an increase in occupancy from 96.8% at September 30, 2006 to 97.5% at September 30, 2007. The increase in the Acquisitions is primarily due to owning these properties for a period during the quarter in 2007 compared to a partial period or not being included in 2006.

At September 30, 2007, we estimated that the current market rents on our consolidated Manhattan properties and consolidated Suburban properties were approximately 40.0% and 18.2% higher, respectively, than then existing in-place fully escalated rents. We believe that the trend of increasing rental rates will continue during 2007. Approximately 1.7% of the space leased at our consolidated properties expires during the remainder of 2007. We believe that occupancy rates will increase slightly at the Same-Store Properties in 2007.

The increase in escalation and reimbursement revenue was primarily due to the recoveries from the Acquisitions ($14.8 million) which were offset by a reduction in recoveries at the Same-Store Properties ($1.0 million). The decrease in recoveries at the Same-Store Properties was primarily due to increased operating expense escalations ($0.5 million) offset by reduced real estate tax escalations ($1.5 million).

| Investment and Other Income (in millions) | 2007 | 2006 | $ Change | % Change |
|---|---|---|---|---|
| Equity in net income of unconsolidated joint ventures | $ 11.3 | $ 9.7 | $ 1.6 | 16.5 % |
| Investment and preferred equity income | 21.9 | 16.0 | 5.9 | 36.9 |
| Other income | 15.0 | 9.4 | 5.6 | 59.6 |
| Total | $ 48.2 | $ 35.1 | $ 13.1 | 37.3 % |

The increase in equity in net income of unconsolidated joint ventures was primarily due to increased net income contributions from Gramercy ($1.8 million), 800 Third Avenue ($0.7 million), 2 Herald Square ($1.3 million), 885 Third Avenue ($1.6 million) and the Mack-Green joint venture ($0.8 million). This was partially offset by lower net income contributions from our investments in 521 Fifth Avenue which is under redevelopment ($0.6 million), 485 Lexington Avenue which is wholly-owned since December 2006 ($0.8 million), 100 Park which is under redevelopment ($1.7 million), 1745 Broadway ($0.9 million) and 1221 Avenue of the Americas ($1.0 million). Occupancy at our joint venture same-store properties decreased from 97.6% in 2006 to 95.7% in 2007. At September 30, 2007, we estimated that current market rents at our Manhattan and Suburban joint venture properties were approximately 50.3%

and 11.2% higher, respectively, than then existing in-place fully escalated rents. Approximately 3.1% of the space leased at our joint venture properties expires during the remainder of 2007.

The increase in investment and preferred equity income was primarily due to higher outstanding balances during the current quarter. The weighted average investment balance outstanding and weighted average yield were $714.9 million and 10.54%, respectively, for 2007 compared to $351.9 million and 10.32%, respectively, for 2006.

The increase in other income was primarily due to incentive distributions and asset management fees earned in 2007 (approximately $1.6 million) as well by fee income earned by GKK Manager, an affiliate of ours and the external manager of Gramercy, (approximately $2.9 million) and the Service Corporation ($0.4 million).

| Property Operating Expenses (in millions) | 2007 | 2006 | $ Change | % Change |
|---|---|---|---|---|
| Operating expenses | $ 58.2 | $ 31.6 | $ 26.6 | 84.2 % |
| Real estate taxes | 32.6 | 17.9 | 14.7 | 82.1 |
| Ground rent | 8.7 | 4.8 | 3.9 | 81.3 |
| Total | $ 99.5 | $ 54.3 | $ 45.2 | 83.2 % |
| | | | | |
| Same-Store Properties | $ 45.1 | $ 44.9 | $ 0.2 | 0.5 % |
| Acquisitions | 49.0 | 3.8 | 45.2 | 1,189.5 |
| Other | 5.4 | 5.6 | (0.2 ) | (3.6 ) |
| Total | $ 99.5 | $ 54.3 | $ 45.2 | 83.2 % |

Same-Store Properties operating expenses, excluding real estate taxes ($0.9 million), increased approximately $1.1 million. There were increases in repairs, maintenance and payroll expenses ($0.3 million), ground rent expense ($1.4 million) and other miscellaneous expenses ($0.2 million), respectively. This was partially offset by a decrease in insurance costs ($0.3 million) and utilities ($0.5 million).

The increase in real estate taxes was primarily attributable to the Acquisitions ($15.7 million). This was partially offset by a reduction in real estate taxes at Same-Store Properties ($0.9 million) and due to properties that were sold ($0.1 million).

| Other Expenses (in millions) | 2007 | 2006 | $ Change | % Change |
|---|---|---|---|---|
| Interest expense | $ 71.4 | $ 24.5 | $ 46.9 | 191.4 % |
| Depreciation and amortization expense | 50.0 | 18.0 | 32.0 | 177.8 |
| Marketing, general and administrative expense | 22.2 | 13.8 | 8.4 | 60.9 |
| Total | $ 143.6 | $ 56.3 | $ 87.3 | 155.1 % |

The increase in interest expense was primarily attributable to borrowings associated with new investment activity, primarily the Reckson Merger, and the funding of ongoing capital projects and working capital requirements as well as the write-off for exit fees, make-whole payments and the write-off of unamortized deferred financing costs in connection with the early redemption of unsecured notes and loans ($9.1 million). The weighted average interest rate decreased from 6.0% for the quarter ended September 30, 2006 to 5.56% for the quarter ended September 30, 2007. As a result of the new investment activity, the weighted average debt balance increased from $1.8 billion as of September 30, 2006 to $4.9 billion as of September 30, 2007.

Marketing, general and administrative expense represented 8.6% of total revenues in 2007 compared to 10.7% in 2006. The increase is primarily due to higher compensation costs due to increased hiring primarily as a result of the Reckson Merger as well as the new employment agreements entered into in 2007.

***Comparison of the nine months ended September 30, 2007 to the nine months ended September 30, 2006***

The following comparison for the nine months ended September 30, 2007, or 2007, to the nine months ended September 30, 2006, or 2006, makes reference to the following: (i) the effect of the "Same-Store Properties," which represents all properties owned by us at January 1, 2006 and at September 30, 2007 and total 13 of our 54 consolidated properties, representing approximately 38.9% of our share of annualized rental revenue, (ii) the effect of the "Acquisitions," which represents all properties or interests in properties acquired in 2006, namely, 25-27 and 29 West 34P thP Street (January), 521 Fifth Avenue (March), 609 Fifth Avenue (June), 717 Fifth Avenue (September), 485 Lexington (December) and in 2007, namely, 300 Main Street, 399 Knollwood, and the Reckson assets (January), 333 West 34 th Street, 331 Madison Avenue and 48 East 43 rd Street (April), 1010 Washington Avenue, CT, and 500 West Putnam Avenue, CT (June), and 180 Broadway and One Madison Avenue (August) and (iii) "Other," which represents corporate level

items not allocable to specific properties, the Service Corporation and eEmerge. Assets classified as held for sale, are excluded from the following discussion.

| Rental Revenues (in millions) | 2007 | 2006 | $ Change | % Change |
|---|---|---|---|---|
| Rental revenue | $ 519.2 | $ 242.0 | $ 277.2 | 114.6 % |
| Escalation and reimbursement revenue | 90.0 | 46.0 | 44.0 | 95.7 |
| Total | $ 609.2 | $ 288.0 | $ 321.2 | 111.5 % |
| | | | | |
| Same-Store Properties | $ 265.7 | $ 247.0 | $ 18.7 | 7.6 % |
| Acquisitions | 322.8 | 20.9 | 301.9 | 1,444.5 |
| Other | 20.7 | 20.1 | 0.6 | 3.0 |
| Total | $ 609.2 | $ 288.0 | $ 321.2 | 111.5 % |

The increase in the Same-Store Properties was primarily due to an increase in occupancy from 96.8% at September 30, 2006 to 97.5% at September 30, 2007. The increase in the Acquisitions is primarily due to owning these properties for a period during the quarter in 2007 compared to a partial period or not being included in 2006.

At September 30, 2007, we estimated that the current market rents on our consolidated Manhattan properties and consolidated Suburban properties were approximately 40.0% and 18.2% higher, respectively, than then existing in-place fully escalated rents. We believe that the trend of increasing rental rates will continue during 2007. Approximately 1.7% of the space leased at our consolidated properties expires during the remainder of 2007. We believe that occupancy rates will increase slightly at the Same-Store Properties in 2007.

The increase in escalation and reimbursement revenue was due to the recoveries at the Same-Store Properties ($3.4 million) and the Acquisitions ($40.9 million). The increase in recoveries at the Same-Store Properties was primarily due to electric reimbursements ($1.3 million), and operating expense escalations ($3.1 million) which were partially offset by a reduction in recoveries from real estate tax escalations ($1.0 million).

| Investment and Other Income (in millions) | 2007 | 2006 | $ Change | % Change |
|---|---|---|---|---|
| Equity in net income of unconsolidated joint ventures | $ 32.7 | $ 30.2 | $ 2.5 | 8.3 % |
| Investment and preferred equity income | 71.0 | 46.8 | 24.2 | 51.7 |
| Other income | 128.1 | 30.6 | 97.5 | 318.6 |
| Total | $ 231.8 | $ 107.6 | $ 124.2 | 115.4 % |

The increase in equity in net income of unconsolidated joint ventures was primarily due to increased net income contributions from Gramercy ($5.2 million), 2 Herald Square ($2.6 million), 885 Third Avenue ($1.6 million) and 800 Third Avenue ($1.6 million). This was partially offset by lower net income contributions from our investments in 521 Fifth Avenue which is under redevelopment ($1.9 million), 485 Lexington Avenue which is wholly-owned since December 2006 ($1.6 million), 1745 Broadway ($1.7 million), 100 Park Avenue which is under redevelopment ($1.9 million), and the Mack-Green joint venture ($1.4 million). Occupancy at our joint venture same-store properties decreased from 97.6% in 2006 to 95.7% in 2007. At September 30, 2007, we estimated that current market rents at our Manhattan and Suburban joint venture properties were approximately 50.3% and 11.2% higher, respectively, than then existing in-place fully escalated rents. Approximately 3.1% of the space leased at our joint venture properties expires during the remainder of 2007.

The increase in investment and preferred equity income was primarily due to higher outstanding balances during the current period. The weighted average investment balance outstanding and weighted average yield were $711.0 million and 10.3%, respectively, for 2007 compared to $404.3 million and 10.4%, respectively, for 2006.

The increase in other income was primarily due to an incentive distribution earned in 2007 upon the sale of One Park Avenue (approximately $77.2 million) and 5 Madison Avenue-the Clock Tower ($5.5 million), other incentive distributions and asset management fees ($3.1 million) as well by fee income earned by GKK Manager LLC, an affiliate of ours and the external manager of Gramercy, (approximately $10.2 million) and the Service Corporation ($2.6 million).

| Property Operating Expenses (in millions) | 2007 | 2006 | $ Change | % Change |
|---|---|---|---|---|
| Operating expenses | $ 160.8 | $ 84.3 | $ 76.5 | 90.8 % |
| Real estate taxes | 97.8 | 52.6 | 45.2 | 85.9 |
| Ground rent | 23.7 | 14.7 | 9.0 | 61.2 |
| Total | $ 282.3 | $ 151.6 | $ 130.7 | 86.2 % |
| | | | | |
| Same-Store Properties | $ 134.2 | $ 127.5 | $ 6.7 | 5.3 % |
| Acquisitions | 130.9 | 7.2 | 123.7 | 1,718.1 |
| Other | 17.2 | 16.9 | 0.3 | 1.8 |
| Total | $ 282.3 | $ 151.6 | $ 130.7 | 86.2 % |

Same-Store Properties operating expenses, excluding real estate taxes ($0.1 million), increased approximately $6.8 million. There were increases in repairs, maintenance and payroll expenses ($2.0 million), utilities ($3.6 million), ground rent expense ($1.7 million) and other miscellaneous expenses ($0.8 million), respectively. This was partially offset by a decrease in insurance costs ($0.8 million).

The increase in real estate taxes was primarily attributable to the Acquisitions ($45.7 million). This was partially offset by a reduction in real estate taxes at the Same-Store properties ($0.1 million) and due to properties that were sold ($0.4 million).

| Other Expenses (in millions) | 2007 | 2006 | $ Change | % Change |
|---|---|---|---|---|
| Interest expense | $ 204.1 | $ 65.5 | $ 138.6 | 211.6 % |
| Depreciation and amortization expense | 131.9 | 49.8 | 82.1 | 164.9 |
| Marketing, general and administrative expense | 80.6 | 40.1 | 40.5 | 101.0 |
| Total | $ 416.6 | $ 155.4 | $ 261.2 | 168.1 % |

The increase in interest expense was primarily attributable to borrowings associated with new investment activity, primarily the Reckson Merger, and the funding of ongoing capital projects and working capital requirements as well as the write-off for exit fees, make-whole payments and the write-off of unamortized deferred financing costs in connection with the early redemption of unsecured notes and loans ($9.1 million). The weighted average interest rate decreased from 5.84% for the nine months ended September 30, 2006 to 5.72% for the nine months ended September 30, 2007. As a result of the new investment activity, the weighted average debt balance increased from $1.8 billion as of September 30, 2006 to $4.6 billion as of September 30, 2007.

Marketing, general and administrative expense represented 10.0% of total revenues in 2007 compared to 11.0% in 2006. The increase is primarily due to higher compensation costs due to increased hiring primarily as a result of the Reckson Merger as well as the amended and restated employment agreements entered into in 2007.

**Liquidity and Capital Resources**

We currently expect that our principal sources of working capital and funds for acquisition and redevelopment of properties, tenant improvements and leasing costs and for structured finance investments will include:

(1) Cash flow from operations;
(2) Borrowings under our 2005 unsecured revolving credit facility;
(3) Other forms of secured or unsecured financing;
(4) Proceeds from common or preferred equity or debt offerings by us or the Operating Partnership (including issuances of limited partnership units in the Operating Partnership and trust preferred securities); and
(5) Net proceeds from divestitures of properties and redemptions and participations of structured finance investments.

Cash flow from operations is primarily dependent upon the occupancy level of our portfolio, the net effective rental rates achieved on our leases, the collectibility of rent and operating escalations and recoveries from our tenants and the level of operating and other costs. Additionally, we believe that our joint venture investment programs will also continue to serve as a source of capital for acquisitions.

We believe that our sources of working capital, specifically our cash flow from operations and borrowings available under our 2005 unsecured revolving credit facility, and our ability to access private and public debt and equity capital, are adequate for us to meet our short-term and long-term liquidity requirements for the foreseeable future.

**Cash Flows**

The following summary discussion of our cash flows is based on our condensed consolidated statements of cash flows in "Item 1. Financial Statements" and is not meant to be an all-inclusive discussion of the changes in our cash flows for the periods presented below.

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

Cash and cash equivalents were $98.1 million and $117.2 million at September 30, 2007 and December 31, 2006, respectively, representing a decrease of $19.1 million. This decrease was a result of the following increases and decreases in cash flows (in thousands):

| | Nine months ended September 30, | | |
|---|---|---|---|
| | 2007 | 2006 | Increase (Decrease) |
| Net cash provided by operating activities | $ 318,387 | $ 142,311 | $ 176,076 |
| Net cash used in investing activities | $ (1,913,838) | $ (504,817) | $ (1,409,021) |
| Net cash provided by financing activities | $ 1,576,372 | $ 514,846 | $ 1,061,526 |

Our principal source of operating cash flow is related to the leasing and operating of the properties in our portfolio. Our properties provide a relatively consistent stream of cash flow that provides us with resources to pay operating expenses, debt service and fund quarterly dividend and distribution payment requirements. At September 30, 2007 our portfolio was 95.7% occupied. In addition, rental rates continue to increase and tenant concession packages decrease in the Manhattan and Suburban marketplace. Our structured finance and joint venture investments also provide a steady stream of operating cash flow to us.

Cash is used in investing activities to fund acquisitions, redevelopment projects and recurring and nonrecurring capital expenditures. We selectively invest in new projects that enable us to take advantage of our development, leasing, financing and property management skills and invest in existing buildings that meet our investment criteria. In the first quarter of 2007, we acquired Reckson for approximately $4.0 billion which included the assumption of approximately $1.5 billion of consolidated debt and the issuance of approximately $1.0 billion of common stock. During the nine months ended September 30, 2007, when compared to the nine months ended September 30, 2006, we used cash primarily for the following investing activities (in thousands):

| | |
|---|---|
| Acquisitions of real estate | **$ (3,748,347)** |
| Capital expenditures and capitalized interest | **(18,702)** |
| Escrow cash-capital improvements/acquisition deposits | **304,610** |
| Joint venture investments | **(229,873)** |
| Distributions from joint ventures | **39,888** |
| Proceeds from sales of real estate | **711,636** |
| Structured finance and other investments | **(433,147)** |
| Proceeds from asset sale | **1,964,914** |

We generally fund our investment activity through property-level financing, our 2005 unsecured revolving credit facility, term loans, unsecured notes, construction loans and from time to time we issue common stock. During the nine months ended September 30, 2007, when compared to the nine months ended September 30, 2006, the following financing activities provided the funds to complete the investing activity noted above (in thousands):

| | |
|---|---|
| Proceeds from our debt obligations | **$ 2,947,990** |
| Repayments under our debt obligations | **(1,952,196)** |
| Proceeds from common stock offering | **(268,496)** |
| Repurchases of common stock | **(94,071)** |
| Minority interest in other partnerships and other financing activities | **474,266** |
| Dividends and distributions paid | **(45,969)** |

**Capitalization**

As of September 30, 2007, we had 59,213,469 shares of common stock, 2,350,488 units of limited partnership interest in our operating partnership, 6,300,000 shares of our 7.625% Series C cumulative redeemable preferred stock, or Series C preferred stock, and 4,000,000 shares of our 7.875% Series D cumulative redeemable preferred stock, or Series D preferred stock, outstanding.

In March 2007, our Board of Directors approved a stock purchase plan under which we can buy up to $300.0 million of our common stock. This plan will expire on December 31, 2008. As of October 31, 2007, we purchased and settled approximately $100.1 million, or 827,300 shares of our common stock, at an average price of $120.98 per share.

**Rights Plan**

We adopted a shareholder rights plan which provides, among other things, that when specified events occur, our shareholders will be entitled to purchase from us a new created series of junior preferred shares, subject to our ownership limit described below. The preferred share purchase rights are triggered by the earlier to occur of (1) ten days after the date of a purchase announcement that a person or group acting in concert has acquired, or obtained the right to acquire, beneficial ownership of 17% or more of our

outstanding shares of common stock or (2) ten business days after the commencement of or announcement of an intention to make a tender offer or exchange offer, the consummation of which would result in the acquiring person becoming the beneficial owner of 17% or more of our outstanding common stock. The preferred share purchase rights would cause substantial dilution to a person or group that attempts to acquire us on terms not approved by our board of directors.

**Dividend Reinvestment and Stock Purchase Plan**

We filed a registration statement with the SEC for our dividend reinvestment and stock purchase plan, or DRIP which was declared effective on September 10, 2001. The DRIP commenced on September 24, 2001. We registered 3,000,000 shares of common stock under the DRIP.

During the nine months ended September 30, 2007 and 2006, approximately 81,000 and 98,000 shares were issued and approximately $10.5 million and $9.2 million of proceeds were received, respectively, from dividend reinvestments and/or stock purchases under the DRIP. DRIP shares may be issued at a discount to the market price.

**2003 Long-Term Outperformance Compensation Program**

Our board of directors adopted a long-term, seven-year compensation program for senior management. The program, which measured our performance over a 48-month period (unless terminated earlier) commencing April 1, 2003, provided that holders of our common equity were to achieve a 40% total return during the measurement period over a base of $30.07 per share before any restricted stock awards were granted. Plan participants would receive an award of restricted stock in an amount between 8% and 10% of the excess return over the baseline return. At the end of the four-year measurement period, 40% of the award will vest on the measurement date and 60% of the award will vest ratably over the subsequent three years based on continued employment. Any restricted stock to be issued under the program will be allocated from our 2005 Stock Option and Incentive Plan (as defined below), which was previously approved through a stockholder vote in May 2002. In April 2007, the Compensation Committee determined that under the terms of the 2003 Outperformance Plan, as of March 31, 2007, the performance hurdles had been met and the maximum performance pool of $22,825,000, taking into account forfeitures, was established. In connection with this event, approximately 166,312 shares of restricted stock (as adjusted for forfeitures) were allocated under the 2005 Stock Option and Incentive Plan. These awards are subject to vesting as noted above. We record the expense of the restricted stock award in accordance with SFAS 123-R. The fair value of the award on the date of grant was determined to be $3.2 million. Forty percent of the value of the award will be amortized over four years and the balance will be amortized at 20% per year over five, six and seven years, respectively, such that 20% of year five, 16.67% of year six, and 14.29% of year seven will be recorded in year one. Compensation expense of $101,500, $304,500, $162,500 and $487,500 was recorded during the three and nine months ended September 30, 2007 and 2006, respectively.

**2005 Long-Term Outperformance Compensation Program**

In December 2005, the compensation committee of our board of directors approved a long-term incentive compensation program, the 2005 Outperformance Plan. Participants in the 2005 Outperformance Plan will share in a "performance pool" if our total return to stockholders for the period from December 1, 2005 through November 30, 2008 exceeds a cumulative total return to stockholders of 30% during the measurement period over a base share price of $68.51 per share. The size of the pool was to be 10% of the outperformance amount in excess of the 30% benchmark, subject to a maximum dilution cap equal to the lesser of 3% of our outstanding shares and units of limited partnership interest as of December 1, 2005 or $50.0 million. In the event the potential performance pool reached this dilution cap before November 30, 2008 and remained at that level or higher for 30 consecutive days, the performance period was to end early and the pool would be formed on the last day of such 30 day period. Each participant's award under the 2005 Outperformance Plan would be designated as a specified percentage of the aggregate performance pool to be allocated to him or her assuming the 30% benchmark is achieved. Individual awards would be made in the form of partnership units, or LTIP Units, that may ultimately become exchangeable for shares of our common stock or cash, at our election. LTIP Units would be granted prior to the determination of the performance pool; however, they were only to vest upon satisfaction of performance and other thresholds, and were not entitled to distributions until after the performance pool was established. The 2005 Outperformance Plan provides that if the pool was established, each participant would also be entitled to the distributions that would have been paid on the number of LTIP Units earned, had they been issued at the beginning of the performance period. Those distributions were to be paid in the form of additional LTIP Units.

After the performance pool was established, the earned LTIP Units are to receive regular quarterly distributions on a per unit basis equal to the dividends per share paid on our common stock, whether or not they are vested. Any LTIP Units not earned upon the establishment of the performance pool were to be automatically forfeited, and the LTIP Units that are earned are subject to time-based vesting, with one-third of the LTIP Units earned vesting on November 30, 2008 and each of the first two anniversaries thereafter based on continued employment. On June 14, 2006, the Compensation Committee determined that under the terms of the 2005 Outperformance Plan, as of June 8, 2006, the performance period had accelerated and the maximum performance pool of $49,250,000, taking into account forfeitures, was established. Individual awards under the 2005 Outperformance Plan are in the form of partnership units, or LTIP Units, in SL Green Operating Partnership, L.P., that, subject to certain conditions, are convertible into shares of the

Company's common stock or cash, at the Company's election. The total number of LTIP Units earned by all participants as a result of the establishment of the performance pool was 490,475 and are subject to time-based vesting.

The cost of the 2005 Outperformance Plan (approximately $8.0 million, subject to adjustment for forfeitures) will continue to be amortized into earnings through the final vesting period in accordance with SFAS 123-R. We recorded approximately $0.5 million, $1.6 million, $0.4 million and $1.2 million of compensation expense during the three and nine months ended September 30, 2007 and 2006, respectively in connection with the 2005 Outperformance Plan.

**2006 Long-Term Outperformance Compensation Program**

On August 14, 2006, the compensation committee of our board of directors approved a long-term incentive compensation program, the 2006 Outperformance Plan. Participants in the 2006 Outperformance Plan will share in a "performance pool" if our total return to stockholders for the period from August 1, 2006 through July 31, 2009 exceeds a cumulative total return to stockholders of 30% during the measurement period over a base share price of $106.39 per share. The size of the pool will be 10% of the outperformance amount in excess of the 30% benchmark, subject to a maximum award of $60 million. The maximum award will be reduced by the amount of any unallocated or forfeited awards. In the event the potential performance pool reaches the maximum award before July 31, 2009 and remains at that level or higher for 30 consecutive days, the performance period will end early and the pool will be formed on the last day of such 30 day period. Each participant's award under the 2006 Outperformance Plan will be designated as a specified percentage of the aggregate performance pool. Assuming the 30% benchmark is achieved, the pool will be allocated among the participants in accordance with the percentage specified in each participant's participation agreement. Individual awards will be made in the form of partnership units, or LTIP Units, that, subject to vesting and the satisfaction of other conditions, are exchangeable for a per unit value equal to the then trading price of one share of our common stock. This value is payable in cash or, at our election, in shares of common stock. LTIP Units will be granted prior to the determination of the performance pool; however, they will only vest upon satisfaction of performance and time vesting thresholds under the 2006 Outperformance Plan, and will not be entitled to distributions until after the performance pool is established. Distributions on LTIP Units will equal the dividends paid on our common stock on a per unit basis. The 2006 Outperformance Plan provides that if the pool is established, each participant will also be entitled to the distributions that would have been paid had the number of earned LTIP Units been issued at the beginning of the performance period. Those distributions will be paid in the form of additional LTIP Units. Thereafter, distributions will be paid currently with respect to all earned LTIP Units that are a part of the performance pool, whether vested or unvested. Although the amount of earned awards under the 2006 Outperformance Plan (i.e. the number of LTIP Units earned) will be determined when the performance pool is established, not all of the awards will vest at that time. Instead, one-third of the awards will vest on July 31, 2009 and each of the first two anniversaries thereafter based on continued employment.

In the event of a change in control of our company prior to August 1, 2007, the performance period will be shortened to end on a date immediately prior to such event and the cumulative stockholder return benchmark will be adjusted on a pro rata basis. In the event of a change in control of our company on or after August 1, 2007 but before July 31, 2009, the performance pool will be calculated assuming the performance period ended on July 31, 2009 and the total return continued at the same annualized rate from the date of the change in control to July 31, 2009 as was achieved from August 1, 2006 to the date of the change in control; provided that the performance pool may not exceed 200% of what it would have been if it was calculated using the total return from August 1, 2006 to the date of the change in control and a pro rated benchmark. In either case, the performance pool will be formed as described above if the adjusted benchmark target is achieved and all earned awards will be fully vested upon the change in control. If a change in control occurs after the performance period has ended, all unvested awards issued under our 2006 Outperformance Plan will become fully vested upon the change in control.

The cost of the 2006 Outperformance Plan will be amortized into earnings through the final vesting period in accordance with SFAS 123-R. We recorded approximately $0.6 million $1.9 million, $0.4 million and $0.4 million of compensation expense during the three and nine months ended September 30, 2007 and 2006, respectively, in connection with the 2006 Outperformance Plan.

**Deferred Stock Compensation Plan for Directors**

Under our Independent Director's Deferral Program, which commenced July 2004, our non-employee directors may elect to defer up to 100% of their annual retainer fee, chairman fees and meeting fees. Unless otherwise elected by a participant, fees deferred under the program shall be credited in the form of phantom stock units. The phantom stock units are convertible into an equal number of shares of common stock upon such directors' termination of service from the Board of Directors or a change in control by us, as defined by the program. Phantom stock units are credited to each non-employee director quarterly using the closing price of our common stock on the applicable dividend record date for the respective quarter. Each participating non-employee director's account is also credited for an equivalent amount of phantom stock units based on the dividend rate for each quarter.

During the nine months ended September 30, 2007, approximately 4,465 phantom stock units were earned. As of September 30, 2007, there were approximately 15,025 phantom stock units outstanding.

**Amended and Restated 2005 Stock Option and Incentive Plan**
Subject to adjustments upon certain corporate transactions or events, up to a maximum of 6,000,000 shares, or the Fungible Pool Limit, may be granted as options, restricted stock, phantom shares, dividend equivalent rights and other equity-based awards under the amended and restated 2005 Stock Option and Incentive Plan, or the 2005 Plan. At September 30, 2007, approximately 4.3 million shares of our common stock, calculated on a weighted basis, were available for issuance under the 2005 Plan, or 6.1 million shares if all shares available under the 2005 Plan were issued as five-year options.

**Market Capitalization**
At September 30, 2007, borrowings under our mortgage loans, 2005 unsecured revolving credit facility, unsecured notes and trust preferred securities (including our share of joint venture debt of approximately $1.3 billion) represented 47.0% of our combined market capitalization of approximately $14.1 billion (based on a common stock price of $116.77 per share, the closing price of our common stock on the New York Stock Exchange on September 30, 2007). Market capitalization includes our consolidated debt, common and preferred stock and the conversion of all units of limited partnership interest in our Operating Partnership, and our share of joint venture debt.

**Indebtedness**
The table below summarizes our consolidated mortgage debt, 2005 unsecured revolving credit facility, unsecured bridge loan, unsecured notes and trust preferred securities outstanding at September 30, 2007 and December 31, 2006, respectively (dollars in thousands).

| Debt Summary: | September 30, 2007 | December 31, 2006 |
|---|---|---|
| **Balance** | | |
| Fixed rate | $ 4,336,670 | $ 1,026,714 |
| Variable rate — hedged | 160,000 | 485,000 |
| Total fixed rate | 4,496,670 | 1,511,714 |
| Variable rate | 764,966 | 291,665 |
| Variable rate—supporting variable rate assets | 67,993 | 12,000 |
| Total variable rate | 832,959 | 303,665 |
| Total | $ 5,329,629 | $ 1,815,379 |
| | | |
| **Percent of Total Debt:** | | |
| Total fixed rate | 84.4 % | 83.3 % |
| Variable rate | 15.6 % | 16.7 % |
| Total | 100.0 % | 100.0 % |
| | | |
| **Effective Interest Rate for the Quarter:** | | |
| Fixed rate | 5.37 % | 5.75 % |
| Variable rate | 6.81 % | 6.57 % |
| Effective interest rate | 5.59 % | 5.93 % |

The variable rate debt shown above bears interest at an interest rate based on 30-day LIBOR (5.12% and 5.32% at September 30, 2007 and 2006, respectively). Our consolidated debt at September 30, 2007 had a weighted average term to maturity of approximately 9.4 years.

Certain of our structured finance investments, totaling approximately $68.0 million, are variable rate investments which mitigate our exposure to interest rate changes on our unhedged variable rate debt at September 30, 2007.

**Mortgage Financing**
As of September 30, 2007, our total mortgage debt (excluding our share of joint venture debt of approximately $1.3 billion) consisted of approximately $2.4 billion of fixed rate debt, including hedged variable rate debt, with an effective weighted average interest rate of approximately 5.97% and $0.4 billion of variable rate debt with an effective weighted average interest rate of approximately 7.33%.

**Corporate Indebtedness**

**2005 Unsecured Revolving Credit Facility**
We have a $1.25 billion unsecured revolving credit facility. We increased the capacity under the 2005 unsecured revolving credit facility by $300.00 million in January 2007 and by an additional $450.0 million in June 2007. The 2005 unsecured revolving credit facility bears interest at a spread ranging from 70 basis points to 110 basis points over the 30-day LIBOR, based on our leverage ratio, currently 80 basis points. This facility matures in June 2011 and has a one-year extension option. The 2005 unsecured revolving credit facility also requires a 12.5 to 20 basis point fee on the unused balance payable annually in arrears. The 2005 unsecured

revolving credit facility had $590.0 million outstanding at September 30, 2007. Availability under the 2005 unsecured revolving credit facility was further reduced by the issuance of approximately $41.6 million in letters of credit. The 2005 unsecured revolving credit facility includes certain restrictions and covenants (see restrictive covenants below). In October 2007, we increased the capacity under our 2005 unsecured revolving credit facility to $1.5 billion.

**Term Loans**

We had a $325.0 million unsecured term loan, which was scheduled to mature in August 2009. The unsecured term loan was repaid and terminated in March 2007.

We had a $200.0 million five-year non-recourse term loan, secured by a pledge of our ownership interest in 1221 Avenue of the Americas. The loan was scheduled to mature in May 2010. This term loan had a floating rate of 125 basis points over the current 30-day LIBOR rate. The secured term loan was repaid and terminated in June 2007.

In January 2007, we closed on a $500.0 million unsecured bridge loan, which matures in January 2010. This bridge loan bore interest at a spread ranging from 85 basis points to 125 basis points over LIBOR, based on our leverage ratio. This unsecured bridge loan was repaid and terminated in June 2007.

**Unsecured Notes**

In March 2007, we issued $750.0 million of 3.00% exchangeable senior notes which are due in 2027. The notes were offered in accordance with Rule 144A under the Securities Act of 1933, as amended. The notes will pay interest semiannually at a rate of 3.00% per annum and mature on March 30, 2027. Interest on these notes is payable semi-annually on March 30 and September 30. The notes will have an initial exchange rate representing an exchange price that is at a 25.0% premium to the last reported sale price of our common stock on March 20, 2007, or $173.30. The initial exchange rate is subject to adjustment under certain circumstances. The notes will be senior unsecured obligations of our operating partnership and will be exchangeable upon the occurrence of specified events, and during the period beginning on the twenty-second scheduled trading day prior to the maturity date and ending on the second business day prior to the maturity date, into cash or a combination of cash and shares of our common stock, if any, at our option. The notes will be redeemable, at our option, on and after April 15, 2012. We may be required to repurchase the notes on March 30, 2012, 2017 and 2022, and upon the occurrence of certain designated events. The net proceeds from the offering were approximately $736.0 million, after deducting estimated fees and expenses. The proceeds of the offering were used to repay certain of our existing indebtedness, make investments in additional properties, and make open market purchases of our common stock and for general corporate purposes.

As of September 30, 2007, we had outstanding approximately $1.8 billion (net of unamortized issuance discounts) of senior unsecured notes.

The following table sets forth our senior unsecured notes and other related disclosures by scheduled maturity date (in thousands):

| Issuance | Face Amount | Coupon Rate | Term (in Years) | Maturity |
|---|---|---|---|---|
| March 26, 1999 | 200,000 | 7.75 % | 10 | March 15, 2009 |
| January 22, 2004 | 150,000 | 5.15 % | 7 | January 15, 2011 |
| August 13, 2004 | 150,000 | 5.875 % | 10 | August 15, 2014 |
| March 31, 2006 | 275,000 | 6.00 % | 10 | March 31, 2016 |
| June 27, 2005 (1) | 287,500 | 4.00 % | 20 | June 15, 2025 |
| March 26, 2007 | 750,000 | 3.00 % | 20 | March 30, 2027 |
| | $ 1,812,500 | | | |

(1) Exchangeable senior debentures which are callable after June 17, 2010 at 100% of par. In addition, the debentures can be put to us, at the option of the holder at par plus accrued and unpaid interest, on June 15, 2010, 2015 and 2020 and upon the occurrence of certain change of control transactions. As a result of the Reckson Merger, the adjusted exchange rate for the debentures is 7.7461 shares of our common stock per $1,000 of principal amount of debentures and the adjusted reference dividend for the debentures is $1.3491.

On April 27, 2007, the $50.0 million 6.0% unsecured notes scheduled to mature in June 2007 and the $150.0 million 7.20% unsecured notes scheduled to mature in August 2007, assumed as part of the Reckson Merger, were redeemed.

Interest on the senior unsecured notes is payable semi-annually with principal and unpaid interest due on the scheduled maturity dates. In addition, certain of the senior unsecured notes were issued at discounts aggregating approximately $20.1 million. Such discounts are being amortized to interest expense over the term of the senior unsecured notes to which they relate. Through September 30, 2007, approximately $0.7 million of the aggregate discounts have been amortized.

**Junior Subordinate Deferrable Interest Debentures**
In June 2005, we issued $100.0 million of Trust Preferred Securities, which are reflected on the balance sheet at September 30, 2007 as Junior Subordinate Deferrable Interest Debentures. The proceeds were used to repay our unsecured revolving credit facility. The $100.0 million of junior subordinate deferred interest debentures have a 30-year term ending July 2035. They bear interest at a fixed rate of 5.61% for the first 10 years ending July 2015. Thereafter, the rate will float at three month LIBOR plus 1.25%. The securities are redeemable at par beginning in July 2010.

**Restrictive Covenants**
The terms of our 2005 unsecured revolving credit facility and unsecured bonds include certain restrictions and covenants which limit, among other things, the payment of dividends (as discussed below), the incurrence of additional indebtedness, the incurrence of liens and the disposition of assets, and which require compliance with financial ratios relating to the minimum amount of tangible net worth, the minimum amount of debt service coverage, the minimum amount of fixed charge coverage, the maximum amount of unsecured indebtedness, the minimum amount of unencumbered property debt service coverage and certain investment limitations. The dividend restriction referred to above provides that, except to enable us to continue to qualify as a REIT for Federal income tax purposes, we will not during any four consecutive fiscal quarters make distributions with respect to common stock or other equity interests in an aggregate amount in excess of 90% of funds from operations for such period, subject to certain other adjustments. As of September 30, 2007 and December 31, 2006, we were in compliance with all such covenants.

**Market Rate Risk**
We are exposed to changes in interest rates primarily from our floating rate borrowing arrangements. We use interest rate derivative instruments to manage exposure to interest rate changes. A hypothetical 100 basis point increase in interest rates along the entire interest rate curve for 2007 would increase our annual interest cost by approximately $8.0 million and would increase our share of joint venture annual interest cost by approximately $6.8 million, respectively.

We recognize all derivatives on the balance sheet at fair value. Derivatives that are not hedges must be adjusted to fair value through income. If a derivative is a hedge, depending on the nature of the hedge, changes in the fair value of the derivative will either be offset against the change in fair value of the hedged asset, liability, or firm commitment through earnings, or recognized in other comprehensive income until the hedged item is recognized in earnings. The ineffective portion of a derivative's change in fair value is immediately recognized in earnings.

Approximately $4.5 billion of our long-term debt bears interest at fixed rates, and therefore the fair value of these instruments is affected by changes in the market interest rates. The interest rate on our variable rate debt and joint venture debt as of September 30, 2007 ranged from LIBOR plus 62.5 basis points to LIBOR plus 275 basis points.

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

**Contractual Obligations**

Combined aggregate principal maturities of mortgages and notes payable, 2005 unsecured revolving credit facility, unsecured notes and bonds, trust preferred securities, our share of joint venture debt, excluding extension options, estimated interest expense, and our obligations under our capital lease, air rights and ground leases, as of September 30, 2007 are as follows (in thousands):

| | 2007 | 2008 | 2009 | 2010 | 2011 | Thereafter | Total |
|---|---|---|---|---|---|---|---|
| Property Mortgages | $ 6,359 | $ 299,850 | $ 154,750 | $ 132,779 | $ 243,460 | $ 2,009,331 | $ 2,846,529 |
| Revolving Credit Facility | — | — | — | — | 590,000 | — | 590,000 |
| Trust Preferred Securities | — | — | — | — | — | 100,000 | 100,000 |
| Unsecured Notes | — | — | 200,000 | — | 150,000 | 1,443,100 | 1,793,100 |
| Capital lease | 354 | 1,416 | 1,416 | 1,451 | 1,555 | 50,315 | 56,507 |
| Ground leases | 10,273 | 34,977 | 32,803 | 32,362 | 29,588 | 639,744 | 779,747 |
| Air rights | 7 | 29 | 29 | 29 | 29 | 213 | 336 |
| Estimated interest expense | 74,930 | 288,789 | 264,665 | 245,987 | 210,741 | 1,223,481 | 2,308,593 |
| Joint venture debt | 344,137 | 116,767 | 438 | 86,594 | 72,065 | 661,343 | 1,281,344 |
| Total | $ 436,060 | $ 741,828 | $ 654,101 | $ 499,202 | $ 1,297,438 | $ 6,127,527 | $ 9,756,156 |

**Off-Balance Sheet Arrangements**

We have a number of off-balance sheet investments, including joint ventures and structured finance investments. These investments all have varying ownership structures. Substantially all of our joint venture arrangements are accounted for under the equity method of accounting as we have the ability to exercise significant influence, but not control over the operating and financial decisions of these joint venture arrangements. Our off-balance sheet arrangements are discussed in Note 5, "Structured Finance Investments" and Note 6, "Investments in Unconsolidated Joint Ventures" in the accompanying financial statements.

**Capital Expenditures**

We estimate that for the three months ending December 31, 2007, we will incur approximately $122.7 million of capital expenditures (including tenant improvements and leasing commissions) on existing wholly-owned properties and our share of capital expenditures at our joint venture properties will be approximately $12.8 million. We expect to fund these capital expenditures with operating cash flow, borrowings under our credit facilities, additional property level mortgage financings, and cash on hand. Future property acquisitions may require substantial capital investments for refurbishment and leasing costs. We expect that these financing requirements will be met in a similar fashion. We believe that we will have sufficient resources to satisfy our capital needs during the next 12-month period. Thereafter, we expect that our capital needs will be met through a combination of net cash provided by operations, borrowings, potential asset sales or additional equity or debt issuances.

**Dividends**

We expect to pay dividends to our stockholders based on the distributions we receive from our Operating Partnership primarily from property revenues net of operating expenses or, if necessary, from working capital or borrowings.

To maintain our qualification as a REIT, we must pay annual dividends to our stockholders of at least 90% of our REIT taxable income, determined before taking into consideration the dividends paid deduction and net capital gains. We intend to continue to pay regular quarterly dividends to our stockholders. Based on our current annual dividend rate of $2.80 per share, we would pay approximately $165.8 million in dividends. Before we pay any dividend, whether for Federal income tax purposes or otherwise, which would only be paid out of available cash to the extent permitted under our unsecured and secured credit facilities, and our term loans, we must first meet both our operating requirements and scheduled debt service on our mortgages and loans payable.

**Related Party Transactions**

**Cleaning/ Security/ Messenger and Restoration Services**

Through Alliance Building Services, or Alliance, First Quality Maintenance, L.P., or First Quality, provides cleaning, extermination and related services, Classic Security LLC provides security services, Bright Star Couriers LLC provides messenger services, and Onyx Restoration Works provides restoration services with respect to certain properties owned by us. Alliance is owned by Gary Green, a son of Stephen L. Green, the chairman of our board of directors. First Quality also provides additional services directly to tenants on a separately negotiated basis. In addition, First Quality has the non-exclusive opportunity to provide cleaning and related services to individual tenants at our properties on a basis separately negotiated with any tenant seeking such additional services. First Quality leased 26,800 square feet of space at 70 West 36 th Street pursuant to a lease that expires on December 31, 2015. We sold this property in February 2007. We paid Alliance approximately $3.6 million, $10.6 million, $3.4 million and $9.6 million for the three

and nine months ended September 30, 2007 and 2006 respectively, for these services (excluding services provided directly to tenants).

**Leases**
Nancy Peck and Company leases 507 square feet of space at 420 Lexington Avenue on a month-to-month basis. Nancy Peck and Company is owned by Nancy Peck, the wife of Stephen L. Green. The rent due under the lease is $15,210 per year. Prior to February 2007, Nancy Peck and Company leased 2,013 square feet of space at 420 Lexington Avenue, pursuant to a lease that expired on June 30, 2005 and which provided for annual rental payments of approximately $66,000. The rent due pursuant to that lease was offset against a consulting fee of $11,025 per month an affiliate paid to her pursuant to a consulting agreement, which was canceled.

**Management Fees**
S.L. Green Management Corp. receives property management fees from certain entities in which Stephen L. Green owns an interest. The aggregate amount of fees paid to S.L. Green Management Corp. from such entities was approximately $67,000, $200,000, $54,000 and $143,000 for the three and nine months ended September 30, 2007 and 2006, respectively.

**Management Indebtedness**
In January 2001, Mr. Marc Holliday, then our president, received a non-recourse loan from us in the principal amount of $1,000,000 pursuant to his amended and restated employment and non-competition agreement he executed at that time. This loan bears interest at the applicable federal rate per annum and is secured by a pledge of certain of Mr. Holliday's shares of our common stock. The principal of and interest on this loan is forgivable upon our attainment of specified financial performance goals prior to December 31, 2006, provided that Mr. Holliday remains employed by us until January 2007. As a result of the performance goals being met, this loan was forgiven in January 2007. In April 2000, Mr. Holliday received a loan from us in the principal amount of $300,000, with a maturity date of July 2003. This loan bore interest at a rate of 6.60% per annum and was secured by a pledge of certain of Mr. Holliday's shares of our common stock. In May 2002, Mr. Holliday entered into a loan modification agreement with us in order to modify the repayment terms of the $300,000 loan. Pursuant to the agreement, one-third of the $300,000 was forgiven on each of January 1, 2004, January 1, 2005 and January 1, 2006, provided that Mr. Holliday remained employed by us through each of such date. This $300,000 loan was completely forgiven on January 1, 2006.

**Brokerage Services**
Sonnenblick-Goldman Company, or Sonnenblick, a nationally recognized real estate investment banking firm, provided mortgage brokerage services to us. Mr. Morton Holliday, the father of Mr. Marc Holliday, was a Managing Director of Sonnenblick at the time of the financings. In 2006, our 485 Lexington Avenue joint venture paid approximately $757,000 to Sonnenblick in connection with refinancing the property and increasing the first mortgage to $390.0 million. Also in 2006, an entity in which we hold a preferred equity investment paid approximately $438,000 to Sonnenblick in connection with refinancing the property held by that entity and increasing the first mortgage to $90.0 million. In 2007, our 1604-1610 Broadway joint venture paid approximately $146,500 to Sonnenblick in connection with obtaining a $27.0 million first mortgage and we paid $759,000 in connection with the refinancing of 485 Lexington Avenue.

In 2007, we paid a consulting fee of $525,000 to Stephen Wolff, the brother-in-law of Marc Holliday, in connection with our aggregate investment of $119.1 million in the joint venture that owns 800 Third Avenue and approximately $68,000 in connection with our acquisition of 16 Court Street for $107.5 million.

**Gramercy Capital Corp.**
Our related party transactions with Gramercy are discussed in Note 11, "Related Party Transactions" in the accompanying financial statements.

**Other**

**Insurance**
We maintain "all-risk" property and rental value coverage (including coverage regarding the perils of flood, earthquake and terrorism) and liability insurance with limits of $200.0 million per location. SL Green now maintains two property insurance portfolios. The first portfolio maintains a blanket limit of $600.0 million per occurrence for the majority of the New York City properties in our portfolio with a sub-limit of $450.0 million for acts of terrorism. This policy expires on December 31, 2008. The second portfolio maintains a limit of $600.0 million per occurrence, including terrorism, for the majority of the Suburban properties. This policy expires on December 31, 2008. The liability policies expire on October 31, 2008. The New York City portfolio incorporates our captive, Belmont Insurance Company, which we formed in an effort to stabilize, to some extent, the fluctuations of insurance market conditions. Belmont is licensed to write up to $100.0 million of terrorism coverage for us, and at this time is providing $50.0 million of terrorism coverage in excess of $250.0 million and is insuring a large deductible on the liability insurance with a $250,000 deductible per occurrence and a $2.4 million annual aggregate loss limit. We have secured an excess insurer to protect against catastrophic

liability losses (above $250,000 deductible per occurrence) and a stop loss for aggregate claims that exceed $2.4 million. We have retained a third party administrator to manage all claims within the deductible and we anticipate that direct management of liability claims will improve loss experience and ultimately lower the cost of liability insurance in future years. We have a 45% interest in the property at 1221 Avenue of the Americas, where we participate with The Rockefeller Group Inc., which carries a blanket policy providing $1.0 billion of "all-risk" property insurance, including terrorism coverage, and a 49.9% interest in the property at 100 Park Avenue, where we participate with Prudential, which carries a blanket policy of $500.0 million of "all-risk" property insurance, including terrorism coverage. We own One Madison Avenue, which is under a triple net lease with insurance provided by the tenant, Credit Suisse Securities (USA) LLC. Although we consider our insurance coverage to be appropriate, in the event of a major catastrophe, such as an act of terrorism, we may not have sufficient coverage to replace certain properties.

In October 2006, we formed a wholly-owned taxable REIT subsidiary, Belmont, to act as a captive insurance company and be one of the elements of our overall insurance program. Belmont acts as a direct property insurer with respect to a portion of our terrorism coverage for the NYC portfolio and provides primary liability insurance to cover the deductible program. As long as we own Belmont, we are responsible for its liquidity and capital resources, and the accounts of Belmont are part of our consolidated financial statements. If we experience a loss and Belmont is required to pay under its insurance policy, we would ultimately record the loss to the extent of Belmont's required payment. Therefore, insurance coverage provided by Belmont should not be considered as the equivalent of third-party insurance, but rather as a modified form of self-insurance.

The Terrorism Risk Insurance Act, or TRIA, which was enacted in November 2002, was renewed on January 1, 2006. Congress extended TRIA, now called TRIEA (Terrorism Risk Insurance Extension Act) until December 31, 2007. The law extends the federal Terrorism Insurance Program that requires insurance companies to offer terrorism coverage and provides for compensation for insured losses resulting from acts of terrorism. Our debt instruments, consisting of mortgage loans secured by our properties (which are generally non-recourse to us), mezzanine loans, ground leases and our 2005 unsecured revolving credit facility and unsecured term loans, contain customary covenants requiring us to maintain insurance. There can be no assurance that the lenders or ground lessors under these instruments will not take the position that a total or partial exclusion from "all-risk" insurance coverage for losses due to terrorist acts is a breach of these debt and ground lease instruments that allows the lenders or ground lessors to declare an event of default and accelerate repayment of debt or recapture of ground lease positions. In addition, if lenders insist on full coverage for these risks and prevail in asserting that we are required to maintain such coverage, it could result in substantially higher insurance premiums.

**Funds from Operations**

Funds from Operations, or FFO, is a widely recognized measure of REIT performance. We compute FFO in accordance with standards established by the National Association of Real Estate Investment Trusts, or NAREIT, which may not be comparable to FFO reported by other REITs that do not compute FFO in accordance with the NAREIT definition, or that interpret the NAREIT definition differently than we do. The revised White Paper on FFO approved by the Board of Governors of NAREIT in April 2002 defines FFO as net income (loss) (computed in accordance with Generally Accepted Accounting Principles, or GAAP), excluding gains (or losses) from debt restructuring and sales of properties, plus real estate related depreciation and amortization and after adjustments for unconsolidated partnerships and joint ventures. We present FFO because we consider it an important supplemental measure of our operating performance and believe that it is frequently used by securities analysts, investors and other interested parties in the evaluation of REITs, particularly those that own and operate commercial office properties.

We also use FFO as one of several criteria to determine performance-based bonuses for members of our senior management. FFO is intended to exclude GAAP historical cost depreciation and amortization of real estate and related assets, which assumes that the value of real estate assets diminishes ratably over time. Historically, however, real estate values have risen or fallen with market conditions. Because FFO excludes depreciation and amortization unique to real estate, gains and losses from property dispositions and extraordinary items, it provides a performance measure that, when compared year over year, reflects the impact to operations from trends in occupancy rates, rental rates, operating costs, interest costs, providing perspective not immediately apparent from net income. FFO does not represent cash generated from operating activities in accordance with GAAP and should not be considered as an alternative to net income (determined in accordance with GAAP), as an indication of our financial performance or to cash flow from operating activities (determined in accordance with GAAP) as a measure of our liquidity, nor is it indicative of funds available to fund our cash needs, including our ability to make cash distributions.

FFO for the three and nine months ended September 30, 2007 and 2006 are as follows (in thousands):

| | Three months ended September 30, | | Nine months ended September 30, | |
|---|---|---|---|---|
| | 2007 | 2006 | 2007 | 2006 |
| Net income available to common stockholders | $ 98,568 | $ 118,689 | $ 511,876 | $ 171,481 |
| Add: | | | | |
| Depreciation and amortization | 49,957 | 18,020 | 131,938 | 49,813 |
| Minority interest in other partnerships | 4,025 | 1,392 | 12,603 | 3,359 |
| Minority interest in operating partnership | 388 | 1,246 | 5,948 | 3,447 |
| FFO from discontinued operations | 280 | 4,559 | 6,267 | 14,987 |
| FFO adjustment for unconsolidated joint ventures | 5,299 | 9,648 | 16,198 | 25,241 |
| Less: | | | | |
| Income/gain from discontinued operations | (80,482) | (97,769) | (371,579) | (104,484) |
| Gain on sale of real estate | — | — | — | — |
| Equity in net gain on sale of joint venture property | — | — | (31,509) | — |
| Depreciation on non-rental real estate assets | (215) | (238) | (693) | (744) |
| Funds from Operations - available to all stockholders | $ 77,820 | $ 55,547 | $ 281,049 | $ 163,100 |
| Cash flows provided by operating activities | $ 68,916 | $ 39,235 | $ 318,387 | $ 142,311 |
| Cash flows (used in) provided by investing activities | $ 1,053,096 | $ (254,716) | $ (1,913,838) | $ (504,817) |
| Cash flows (used in) provided by financing activities | $ (1,104,213) | $ 377,741 | $ 1,576,372 | $ 514,846 |

**Inflation**

Substantially all of the office leases provide for separate real estate tax and operating expense escalations as well as operating expense recoveries based on increases in the Consumer Price Index or other measures such as porters' wage. In addition, many of the leases provide for fixed base rent increases. We believe that inflationary increases may be at least partially offset by the contractual rent increases and expense escalations described above.

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

**Forward-Looking Information**

This report includes certain statements that may be deemed to be "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, or the Act, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act. Such forward-looking statements relate to, without limitation, our future capital expenditures, dividends and acquisitions (including the amount and nature thereof) and other development trends of the real estate industry and the Manhattan, Westchester, Connecticut, Long Island City and New Jersey office market, business strategies, and the expansion and growth of our operations. These statements are based on certain assumptions and analyses made by us in light of our experience and our perception of historical trends, current conditions, expected future developments and other factors we believe are appropriate. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in Section 27A of the Act and Section 21E of the Exchange Act. Such statements are subject to a number of assumptions, risks and uncertainties which may cause our actual results, performance or achievements to be materially different from future results, performance or achievements expressed or implied by these forward-looking statements. Forward-looking statements are generally identifiable by the use of the words "may," "will," "should," "expect," "anticipate," "estimate," "believe," "intend," "project," "continue," or the negative of these words, or other similar words or terms. Readers are cautioned not to place undue reliance on these forward-looking statements. Among the factors about which we have made assumptions are:

- general economic or business (particularly real estate) conditions, either nationally or in the New York metro area being less favorable than expected;
- reduced demand for office space;
- risks of real estate acquisitions;
- risks of structured finance investments;
- availability and creditworthiness of prospective tenants;
- adverse changes in the real estate markets, including increasing vacancy, decreasing rental revenue and increasing insurance costs;
- availability of capital (debt and equity);
- unanticipated increases in financing and other costs, including a rise in interest rates;
- market interest rates could adversely affect the market price of our common stock, as well as our performance and cash flows;
- our ability to satisfy complex rules in order for us to qualify as a REIT, for federal income tax purposes, our Operating Partnership's ability to satisfy the rules in order for it to qualify as a partnership for federal income tax purposes, the ability of certain of our subsidiaries to qualify as REITs and certain of our subsidiaries to qualify as taxable REIT subsidiaries for federal income tax purposes and our ability and the ability of our subsidiaries to operate effectively within the limitations imposed by these rules;
- accounting principles and policies and guidelines applicable to REITs;
- competition with other companies;
- the continuing threat of terrorist attacks on the national, regional and local economies including, in particular, the New York City area and our tenants;
- legislative or regulatory changes adversely affecting real estate investment trusts and the real estate business; and
- environmental, regulatory and/or safety requirements.

We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of future events, new information or otherwise.

The risks included here are not exhaustive. Other sections of this report may include additional factors that could adversely affect the Company's business and financial performance. Moreover, the Company operates in a very competitive and rapidly changing environment. New risk factors emerge from time to time and it is not possible for management to predict all such risk factors, nor can it assess the impact of all such risk factors on the Company's business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements. Given these risks and uncertainties, investors should not place undue reliance on forward-looking statements as a prediction of actual results.

**ITEM 3. Quantitative and Qualitative Disclosure About Market Risk**

For quantitative and qualitative disclosures about market risk, see item 7A, "Quantitative and Qualitative Disclosures About Market Risk," of our Annual Report on Form 10-K for the year ended December 31, 2006. Our exposures to market risk have not changed materially since December 31, 2006.

**ITEM 4. Controls and Procedures**

**Evaluation of Disclosure Controls and Procedures**

We maintain disclosure controls and procedures that are designed to ensure that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure based closely on the definition of "disclosure controls and procedures" in Rule 13a-15(e) of the Exchange Act. Notwithstanding the foregoing, a control system, no matter how well designed and operated, can provide only reasonable, not absolute, assurance that it will detect or uncover failures within the Company to disclose material information otherwise required to be set forth in our periodic reports. Also, we have investments in certain unconsolidated entities. As we do not control these entities, our disclosure controls and procedures with respect to such entities are necessarily substantially more limited than those we maintain with respect to our consolidated subsidiaries.

As of the end of the period covered by this report, we carried out an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer and our Chief Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures. Based upon that evaluation as of the end of the period covered by this report, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were effective to give reasonable assurances to the timely collection, evaluation and disclosure of information relating to the Company that would potentially be subject to disclosure under the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

**Changes in Internal Control over Financial Reporting**

There have been no significant changes in our internal control over financial reporting during the quarter ended September 30, 2007, that has materially affected, or is reasonably likely to material affect, our internal control over financial reporting.

## PART II OTHER INFORMATION

### ITEM 1. LEGAL PROCEEDINGS

As of September 30, 2007, we were not involved in any material litigation nor, to management's knowledge, is any material litigation threatened against us or our portfolio other than routine litigation arising in the ordinary course of business or litigation that is adequately covered by insurance.

On December 6, 2006, the company announced that it and Reckson Associates Realty Corp. had reached an agreement in principal to settle the previously disclosed class action lawsuits relating to the SL Green/Reckson merger. The settlement, which remains subject to documentation and judicial review and approval, provides (1) for certain contingent profit sharing participations for Reckson stockholders relating to specified assets, (2) for potential payments to Reckson stockholders of amounts relating to Reckson's interest in contingent profit sharing participations in connection with the sale of certain Long Island industrial properties in a prior transaction, and (3) for the dismissal by the plaintiffs of all actions with prejudice and customary releases of all defendants and related parties.

### ITEM 1A. RISK FACTORS

There have been no material changes to the risk factors disclosed in Item 1A of Part 2 in our Quarterly Report on Form 10Q for the quarter ended March 31, 2007. We also encourage you to read "Item 1A-Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2006.

### ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

In March 2007, our Board of Directors approved a stock purchase plan under which we can buy up to $300.0 million of our common stock. This plan will expire on December 31, 2008. As of September 30, 2007, we purchased and settled approximately $55.6 million or 478,700 shares of our common stock at an average price of $116.15 per share.

### ITEM 3. DEFAULTS UPON SENIOR SECURITIES

None

### ITEM 4. SUBMISSION OF MATTERS TO A VOTE OF SECURITY HOLDERS

None

### ITEM 5. OTHER INFORMATION

None

### ITEM 6. EXHIBITS

| | |
|---|---|
| (a) | Exhibits: |
| 10.1 | Amended and Restated 2005 Stock Option and Incentive Plan, filed herewith. |
| 10.2 | First Amendment to the Amended and Restated Management Agreement, filed herewith. |
| 31.1 | Certification by the Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 filed herewith. |
| 31.2 | Certification by the Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002 filed herewith. |
| 32.1 | Certification pursuant to 18 U.S.C. section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 filed herewith. |
| 32.2 | Certification pursuant to 18 U.S.C. section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 filed herewith. |

**SIGNATURES**

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

SL GREEN REALTY CORP.

By: /s/ GREGORY F. HUGHES
Gregory F. Hughes
Chief Operating Officer and Chief Financial Officer

Date: November 9, 2007

**Exhibit 10.1**

SL GREEN REALTY CORP.

AMENDED AND RESTATED 2005 STOCK OPTION AND INCENTIVE PLAN

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SL GREEN REALTY CORP.

AMENDED AND RESTATED
2005 STOCK OPTION AND INCENTIVE PLAN

SL Green Realty Corp., a Maryland corporation, wishes to attract and retain qualified key employees, Directors, officers, advisors, consultants and other personnel and encourage them to increase their efforts to make the Company's business more successful whether directly or through its Subsidiaries or other affiliates. In furtherance thereof, the SL Green Realty Corp. Amended and Restated 2005 Stock Option and Incentive Plan, as amended as of September 19, 2007, is designed to provide equity-based incentives to certain Eligible Persons. Awards under the Plan may be made to Eligible Persons in the form of Options, Restricted Stock, Phantom Shares, Dividend Equivalent Rights or other forms of equity-based compensation.

1. DEFINITIONS .

Whenever used herein, the following terms shall have the meanings set forth below:

"Annual Rate" means the number of Shares subject to Awards granted in a single year divided by the number of Shares of the Company's outstanding Common Stock at the end of such year.

"Award," except where referring to a particular category of grant under the Plan, shall include Incentive Stock Options, Non-Qualified Stock Options, Restricted Stock, Phantom Shares, Dividend Equivalent Rights and other equity-based Awards as contemplated herein.

"Award Agreement" means a written agreement in a form approved by the Committee to be entered into between the Company and the Participant as provided in Section 3. An Award Agreement may be, without limitation, an employment or other similar agreement containing provisions governing grants hereunder, if approved by the Committee for use under the Plan.

"Board" means the Board of Directors of the Company.

"Cause" means, unless otherwise provided in the Participant's Award Agreement, (i) engaging in (A) willful or gross misconduct or (B) willful or gross neglect; (ii) repeatedly failing to adhere to the directions of superiors or the Board or the written policies and practices of the Company or its Subsidiaries or its affiliates; (iii) the commission of a felony or a crime of moral turpitude, dishonesty, breach of trust or unethical business conduct, or any crime involving the Company or its Subsidiaries, or any affiliate thereof; (iv) fraud, misappropriation or embezzlement; (v) any illegal act detrimental to the Company its Subsidiaries or any affiliate thereof; (vi) repeated failure to devote substantially all of the Participant's business time and efforts to the Company or its Subsidiaries, or any affiliate thereof, if required by the Participant's employment agreement; or (vii) the Participant's failure adequately and competently to perform his duties after receiving notice from the Company or its Subsidiaries, or any affiliate thereof specifically identifying the manner in which the Participant has failed to perform; provided, however, that, if at any particular time the Participant is subject to an effective employment agreement or consulting agreement with the Company, then, in lieu of the foregoing definition, "Cause" shall at that time have such meaning as may be specified in such employment agreement.

"Change in Control" means:

(i) any "person," including a "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act, together with all "affiliates" and "associates" (as such terms are defined in Rule 12b-2 under the Exchange Act) of such person, shall become the "beneficial owner" (as such term is defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 25% or more of either (A) the combined voting power of the Company's then outstanding securities having the right to vote in an election of the Board ("Voting Securities") or (B) the then outstanding shares of all classes of stock of the Company (in either such case other than as a result of the acquisition of securities directly from the Company); or

(ii) the members of the Board at the beginning of any consecutive 24-calendar-month period commencing on or after the initial effective date of the Plan (the "Incumbent Directors") cease for any reason including without limitation, as a result of a tender offer, proxy contest, merger or similar transaction, to constitute at least a majority of the Board; provided that any person becoming a director of the Company whose election or nomination was approved by a vote of at least a majority of the members of the Board then still in office who were members of the Board at the beginning of such 24-calendar-month period, shall, for purposes hereof, be considered an Incumbent Director; or

(iii) the shareholders of the Company shall approve (A) any consolidation or merger of the Company or any subsidiary where the shareholders of the Company, immediately prior to the consolidation or merger, would not, immediately after the consolidation or merger, beneficially own (as such term is defined in Rule 13d-3 under the Exchange Act), directly or indirectly, shares representing in the aggregate at least 50% of the voting shares of the corporation issuing cash or securities in the consolidation or merger (or of its ultimate parent corporation, if any), (B) any sale, lease, exchange or other transfer (in one transaction or a series of transactions contemplated or arranged by any party as a single plan) of all or substantially all of the assets of the Company or (C) any plan or proposal for the liquidation or dissolution of the Company.

Notwithstanding the foregoing clause (i), an event described in clause (i) shall not be a Change in Control if such event occurs solely as the result of an acquisition of securities by the Company which, by reducing the number of shares of stock or other Voting Securities outstanding, increases (x) the proportionate number of shares of stock of the Company beneficially owned by any "person" (as defined above) to 25% or more of the shares of stock then outstanding or (y) the proportionate voting power represented by the Voting Securities beneficially owned by any "person" (as defined above) to 25% or more of the combined voting power of all then outstanding Voting Securities; provided, however, that if any "person" referred to in clause (x) or (y) of this sentence shall thereafter become the beneficial owner of any additional stock of the Company or other Voting Securities (other than pursuant to a share split, stock dividend, or similar transaction), then a Change in Control shall be deemed to have occurred for purposes of the foregoing clause (i).

Notwithstanding the foregoing, no event or condition shall constitute a Change in Control to the extent that, if it were, a 20% tax would be imposed under Section 409A of the Code; provided that, in such a case, the event or condition shall continue to constitute a Change in Control to the maximum extent possible (e.g., if applicable, in regard of vesting without an acceleration of distribution) without causing the imposition of such 20% tax.

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

"Committee" means the Compensation Committee of the Board.

"Common Stock" means the shares of common stock of the Company as constituted on the effective date of the Plan, and any other shares into which such common stock shall thereafter be changed by reason of a recapitalization, merger, consolidation, split-up, combination, exchange of shares or the like.

"Company" means SL Green Realty Corp., a Maryland corporation.

"Director" means a non-employee director of the Company or its Subsidiaries.

"Disability" means, unless otherwise provided by the Committee in the Participant's Award Agreement, a disability which renders the Participant incapable of performing all of his or her material duties for a period of at least 150 consecutive or non-consecutive days during any consecutive twelve-month period. Notwithstanding the foregoing, no circumstances or condition shall constitute a Disability to the extent that, if it were, a 20% tax would be imposed under Section 409A of the Code; provided that, in such a case, the event or condition shall continue to constitute a Disability to the maximum extent possible (e.g., if applicable, in regard of vesting without an acceleration of distribution) without causing the imposition of such 20% tax.

"Dividend Equivalent Right" means a right awarded under Section 8 of the Plan to receive (or have credited) the equivalent value of dividends paid on Common Stock.

"Eligible Person" means a key employee, Director, officer, advisor, consultant or other personnel of the Company and its Subsidiaries or other person expected to provide significant services (of a type expressly approved by the Committee as covered services for these purposes) to the Company or its Subsidiaries.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Fair Market Value" per Share as of a particular date means (i) if Shares are then listed on a national stock exchange, the closing sales price per Share on the exchange for the last preceding date on which there was a sale of Shares on such exchange, as determined by the Committee, (ii) if Shares are not then listed on a national stock exchange but are then traded on an over-the-counter market, the average of the closing bid and asked prices for the Shares 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 (iii) if Shares are not then listed on a national stock 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 are so listed or traded, the Committee may make such discretionary determinations where the Shares have not been traded for 10 trading days.

"Full-Value Award" means an Award other than an Option, Stock Appreciation Right or other Award that does not deliver the full value at grant thereof of the underlying shares.

"Fungible Pool Unit" shall be the measuring unit used for purposes of the Plan, as specified in Section 4, to determine the number of Shares which may be subject to Awards hereunder, which shall consist of Shares in the proportions (ranging from 0.7 to 3.0) as set forth in Section 4(a).

"Grantee" means an Eligible Person granted Restricted Stock, Phantom Shares, Dividend Equivalent Rights or such other equity-based Awards as may be granted pursuant to Section 9.

"Incentive Stock Option" means an "incentive stock option" within the meaning of Section 422(b) of the Code.

"Non-Qualified Stock Option" means an Option which is not an Incentive Stock Option.

"Option" means the right to purchase, at a price and for the term fixed by the Committee in accordance with the Plan, and subject to such other limitations and restrictions in the Plan and the applicable Award Agreement, a number of Shares determined by the Committee.

"Optionee" means an Eligible Person to whom an Option is granted, or the Successors of the Optionee, as the context so requires.

"Option Price" means the price per Share, determined by the Board or the Committee, at which an Option may be exercised.

"Participant" means a Grantee or Optionee.

"Phantom Share" means a right, pursuant to the Plan, of the Grantee to payment of the Phantom Share Value.

"Phantom Share Value," per Phantom Share, means the Fair Market Value of a Share of Class A Common Stock, or, if so provided by the Committee, such Fair Market Value to the extent in excess of a base value established by the Committee at the time of grant.

"Plan" means the Company's Amended and Restated 2005 Stock Option and Incentive Plan, as amended September 19, 2007, as set forth herein and as the same may from time to time be amended.

"Restricted Stock" means an award of Shares that are subject to restrictions hereunder.

"Retirement" means, unless otherwise provided by the Committee in the Participant's Award Agreement, the Termination of Service (other than for Cause) of a Participant on or after the Participant's attainment of age 65 or on or after the Participant's attainment of age 55 with five consecutive years of service with the Company and or its Subsidiaries or its affiliates.

"Securities Act" means the Securities Act of 1933, as amended.

"Settlement Date" means the date determined under Section 7.4(c).

"Shares" means shares of Common Stock of the Company.

"Stock Appreciation Right" means the right to settle an Option as provided for in Section 5.7.

"Subsidiary" means any corporation (other than the Company) that is a "subsidiary corporation" with respect to the Company under Section 424(f) of the Code. In the event the Company becomes a subsidiary of another company, the provisions hereof applicable to subsidiaries shall, unless otherwise determined by the Committee, also be applicable to any company that is a "parent corporation" with respect to the Company under Section 424(e) of the Code.

"Successor of the Optionee" means the legal representative of the estate of a deceased Optionee or the person or persons who shall acquire the right to exercise an Option by bequest or inheritance or by reason of the death of the Optionee.

"Termination of Service" means a Participant's termination of employment or other service, as applicable, with the Company and its Subsidiaries.

"Three-Year Average Annual Rate" means the average of the Annual Rates (i) during the first three calendar years following April 1, 2005 and (ii) for the first three calendar years following April 1, 2007.

2. EFFECTIVE DATE AND TERMINATION OF PLAN .

The effective date of the Plan is April 1, 2007. The Plan shall not become effective unless and until it is approved by the requisite percentage of the holders of the Common Stock of the Company. The Plan shall terminate on, and no Award shall be granted hereunder on or after, the 10-year anniversary of the earlier of the approval of the Plan by (i) the Board or (ii) the shareholders of the Company; provided, however, that the Board may at any time prior to that date terminate the Plan; and provided, further, that all Awards made under the Plan prior to a Plan termination shall remain in effect until such Awards have been satisfied or terminated in accordance with the terms and provisions of the Plan and the applicable Award Agreement.

3. ADMINISTRATION OF PLAN.

(a) The Plan shall be administered by the Committee appointed by the Board. Unless otherwise determined by the Board, the Committee, upon and after such time as it is covered in Section 16 of the Exchange Act, shall consist of at least two individuals each of whom shall be a "nonemployee director" as defined in Rule 16b-3 as promulgated by the Securities and Exchange Commission ("Rule 16b-3") under the Exchange Act and shall, at such times as the Company is subject to Section 162(m) of the Code (to the extent relief from the limitation of Section 162(m) of the Code is sought with respect to Awards), qualify as "outside directors" for purposes of Section 162(m) of the Code; provided that no action taken by the Committee (including without limitation grants) shall be invalidated because any or all of the members of the Committee fails to satisfy the foregoing requirements of this sentence. If and to the extent applicable, no member of the Committee may act as to matters under the Plan specifically relating to such member. Notwithstanding the other foregoing provisions of this Section 3(a), any Award under the Plan to a person who is a member of the Committee shall be made and administered by the Board. If no Committee is designated by the Board to act for these purposes, the Board shall have the rights and responsibilities of the Committee hereunder and under the Award Agreements.

(b) Subject to the provisions of the Plan, the Committee shall in its discretion (i) authorize the granting of Awards to Eligible Persons; and (ii) determine the eligibility of Eligible Persons to receive an Award, as well as determine the number of Shares to be covered under any Award Agreement, considering the position and responsibilities of the Eligible Persons, the nature and value to the Company of the Eligible Person's present and potential contribution to the success of the Company whether directly or through its Subsidiaries and such other factors as the Committee may deem relevant.

(c) The Award Agreement shall contain such other terms, provisions and conditions not inconsistent herewith as shall be determined by the Committee. In the event that any Award Agreement or other agreement hereunder provides (without regard to this sentence) for the obligation of the Company or any affiliate thereof to purchase or repurchase Shares from a Participant or any other person, then, notwithstanding the provisions of the Award Agreement or such other agreement, such obligation shall not apply to the extent that the purchase or repurchase would not be permitted under governing state law. The Participant shall take whatever additional actions and execute whatever additional documents the Committee may in its reasonable judgment deem necessary or advisable in order to carry out or effect

one or more of the obligations or restrictions imposed on the Participant pursuant to the express provisions of the Plan and the Award Agreement.

(d) The Committee may provide, in its discretion, that (i) all stock issued hereunder be initially maintained in separate brokerage account for the Participant at a brokerage firm selected by, and pursuant to an arrangement with, the Company; and (ii) in the case of vested Shares, the Participant may move such Shares to another brokerage account of the Participant's choosing or request that a stock certificate be issued and delivered to him or her.

(e) The Committee, in its discretion, may delegate to the Chief Executive Officer of the Company all or part of the Committee's authority and duties with respect to awards, including, without limitation, the granting of awards to individuals who are not subject to the reporting and other provisions of Section 16 of the Act and who are not and are not expected to be "covered employees" within the meaning of Section 162(m) of the Code. Any such delegation by the Committee may, in the sole discretion of the Committee, include a limitation as to the amount of awards that may be awarded during the period of the delegation and may contain guidelines as to the determination of the option exercise price, or price of other awards and the vesting criteria. The Committee may revoke or amend the terms of a delegation at any time but such action shall not invalidate any prior actions of the Committee's delegate that were consistent with the terms of the Plan.

4. SHARES AND UNITS SUBJECT TO THE PLAN .

(a) Subject to adjustments as provided in Section 14, the total number of Shares subject to Awards granted under the Plan, in the aggregate, may not exceed 7,000,000 (the "Fungible Pool Limit"). Each Share issued or to be issued in connection with Full-Value Awards that vest or are granted based on the achievement of the performance goals set forth in Exhibit A shall be counted against the Fungible Pool Limit as 2.0 Fungible Pool Units. Each Share issued or to be issued in connection with any other Full-Value Awards shall be counted against the Fungible Pool Limit as 3.0 Fungible Pool Units. Options, Stock Appreciation Rights and other Awards that do not deliver the full value at grant thereof of the underlying Shares and that expire 10 years from the date of grant shall be counted against the Fungible Pool Limit as 1 Fungible Pool Unit. Options, Stock Appreciation Rights and other Awards that do not deliver the full value at grant thereof of the underlying Shares and that expire five years from the date of grant shall be counted against the Fungible Pool Limit as 0.7 of a Fungible Pool Unit. (For these purposes, the number of Shares taken into account with respect to a Stock Appreciation Right shall be the number of Shares underlying the Stock Appreciation Rights at grant (i.e., not the final number of Shares delivered upon exercise of the Stock Appreciation Rights).) Shares that have been granted as Restricted Stock or that have been reserved for distribution in payment for Options, Phantom Shares or other equity-based Awards but are later forfeited or for any other reason are not payable under the Plan may again be made the subject of Awards under the Plan.

(b) At the end of (i) the third calendar year following April 1, 2005 and (ii) the third calendar year following April 1, 2007, the Three-Year Average Annual Rate, respectively, shall not exceed the greater of (1) 2%, with respect to the third calendar year following April 1, 2005, or 2.23%, with respect to the third calendar year following April 1, 2007 or (2) the mean of the Company's GICS peer group (collectively, the "Target Rate"). For purposes of calculating the number of Shares granted in a year in connection with the limitation set forth in the foregoing sentence, Shares underlying Full-Value Awards will be taken into account as (i) 1.5 Shares if the Company's annual Common Stock price volatility is 53% or higher, (ii) two Shares if the Company's annual Common Stock price volatility is between 25% and 52%, and (iii) four Shares if the Company's annual Common Stock price volatility is less than 25%. (For the avoidance of doubt, the Annual Rate in any one year during such three-year

periods may exceed the applicable Target Rate, provided that the Three-Year Average Annual Rate does not exceed the applicable Target Rate.)

(c) Shares subject to Dividend Equivalent Rights, other than Dividend Equivalent Rights based directly on the dividends payable with respect to Shares subject to Options or the dividends payable on a number of Shares corresponding to the number of Phantom Shares awarded, shall be subject to the limitation of Section 4.1(a). If any Phantom Shares, Dividend Equivalent Rights or other equity-based Awards under Section 9 are paid out in cash, then, notwithstanding the first sentence of Section 4.1(a) above (but subject to the second sentence thereof) the underlying Shares may again be made the subject of Awards under the Plan.

(d) The certificates for Shares issued hereunder may include any legend which the Committee deems appropriate to reflect any rights of first refusal or other restrictions on transfer hereunder or under the Award Agreement, or as the Committee may otherwise deem appropriate.

(e) No award may be granted under the Plan to any person who, assuming exercise of all options and payment of all awards held by such person, would own or be deemed to own more than 9.8% of the outstanding shares of Common Stock. Subject to adjustments as provided in Section 14, no Eligible Person shall be granted Awards (with Shares subject to Awards being counted, depending on the type of Award, in the proportions ranging from 0.7 to 3.0, as described in Section 4(a)) in any one year covering more than 700,000 Shares, it being expressly contemplated that Awards in exclusively one category (e.g., Options) can (but need not) be used in the discretion of the Committee to reach the limitation set forth in this sentence.

5. PROVISIONS APPLICABLE TO STOCK OPTIONS .

5.1 Grant of Option.

Subject to the other terms of the Plan, the Committee (or, as expressly permitted by Section 3, the Chief Executive Officer) shall, in its discretion as reflected by the terms of the applicable Award Agreement: (i) determine and designate from time to time those Eligible Persons to whom Options are to be granted and the number of Shares to be optioned to each Eligible Person; (ii) determine whether to grant Incentive Stock Options or to grant Non-Qualified Stock Options, or both (to the extent that any Option does not qualify as an Incentive Stock Option, it shall constitute a separate Non-Qualified Stock Option); provided that Incentive Stock Options may only be granted to employees; (iii) determine the time or times when and the manner and condition in which each Option shall be exercisable and the duration of the exercise period; (iv) designate each Option as one intended to be an Incentive Stock Option or as a Non-Qualified Stock Option; and (v) determine or impose other conditions to the grant or exercise of Options under the Plan as it may deem appropriate.

5.2 Option Price.

The Option Price shall be determined by the Committee on the date the Option is granted and reflected in the Award Agreement, as the same may be amended from time to time. The Option Price shall not be less than 100% of the Fair Market Value of a Share on the day the Option is granted. Any particular Award Agreement may provide for different exercise prices for specified amounts of Shares subject to the Option.

5.3 Period of Option and Vesting.

(a) Unless earlier expired, forfeited or otherwise terminated, each Option shall expire in its entirety upon the 10th anniversary of the date of grant or shall have such other term (which may be shorter, but not longer) as is set forth in the applicable Award Agreement (except that, in the case of an individual described in Section 422(b)(6) of the Code (relating to certain 10% owners) who is granted an Incentive Stock Option, the term of such Option shall be no more than five years from the date of grant). The Option shall also expire, be forfeited and terminate at such times and in such circumstances as otherwise provided hereunder or under the Award Agreement.

(b) Each Option, to the extent that the Optionee has not had a Termination of Service and the Option has not otherwise lapsed, expired, terminated or been forfeited, shall first become exercisable according to the terms and conditions set forth in the Award Agreement, as determined by the Committee at the time of grant. Unless otherwise provided in the Award Agreement, no Option (or portion thereof) shall ever be exercisable if the Optionee has a Termination of Service before the time at which such Option (or portion thereof) would otherwise have become exercisable, and any Option that would otherwise become exercisable after such Termination of Service shall not become exercisable and shall be forfeited upon such termination. Notwithstanding the foregoing provisions of this Section 5.3(b), Options exercisable pursuant to the schedule set forth by the Committee at the time of grant may be fully or more rapidly exercisable or otherwise vested at any time in the discretion of the Committee. Upon and after the death of an Optionee, such Optionee's Options, if and to the extent otherwise exercisable hereunder or under the applicable Award Agreement after the Optionee's death, may be exercised by the Successors of the Optionee.

5.4 Exercisability Upon and After Termination of Optionee.

(a) Subject to provisions of the Award Agreement, in the event the Optionee has a Termination of Service other than by the Company or its Subsidiaries for Cause, or other than by reason of death, Retirement or Disability, no exercise of an Option may occur after the expiration of the three-month period to follow the termination, or if earlier, the expiration of the term of the Option as provided under Section 5.3(a); provided that, if the Optionee should die after the Termination of Service, such termination being for a reason other than Cause, Disability or Retirement, but while the Option is still in effect, the Option (if and to the extent otherwise exercisable by the Optionee at the time of death) may be exercised until the earlier of (i) one year from the date of the Termination of Service of the Optionee, or (ii) the date on which the term of the Option expires in accordance with Section 5.3 (a).

(b) Subject to provisions of the Award Agreement, in the event the Optionee has a Termination of Service on account of death or Disability or Retirement, the Option (whether or not otherwise exercisable) may be exercised until the earlier of (i) one year from the date of the Termination of Service of the Optionee, or (ii) the date on which the term of the Option expires in accordance with Section 5.3.

(c) Notwithstanding any other provision hereof, unless otherwise provided in the Award Agreement, if the Optionee has a Termination of Service by the Company for Cause, the Optionee's Options, to the extent then unexercised, shall thereupon cease to be exercisable and shall be forfeited forthwith.

5.5 Exercise of Options.

(a) Subject to vesting, restrictions on exercisability and other restrictions provided for hereunder or otherwise imposed in accordance herewith, an Option may be exercised, and payment in full of the aggregate Option Price made, by an Optionee only by written notice (in the form prescribed by the Committee) to the Company specifying the number of Shares to be purchased.

(b) Without limiting the scope of the Committee's discretion hereunder, the Committee may impose such other restrictions on the exercise of Incentive Stock Options (whether or not in the nature of the foregoing restrictions) as it may deem necessary or appropriate.

5.6 Payment.

(a) The aggregate Option Price shall be paid in full upon the exercise of the Option. Payment must be made by one of the following methods:

(i) a certified or bank cashier's check or wire transfer;

(ii) subject to Section 12(e), the proceeds of a Company loan program or third-party sale program or a notice acceptable to the Committee given as consideration under such a program, in each case if permitted by the Committee in its discretion, if such a program has been established and the Optionee is eligible to participate therein;

(iii) if approved by the Committee in its discretion, Shares of previously owned Common Stock, which have been previously owned for more than six months, having an aggregate Fair Market Value on the date of exercise equal to the aggregate Option Price; or

(iv) by any combination of such methods of payment or any other method acceptable to the Committee in its discretion.

(b) Except in the case of Options exercised by certified or bank cashier's check, the Committee may impose limitations and prohibitions on the exercise of Options as it deems appropriate, including, without limitation, any limitation or prohibition designed to avoid accounting consequences which may result from the use of Common Stock as payment upon exercise of an Option.

(c) The Committee may provide that no Option may be exercised with respect to any fractional Share. Any fractional Shares resulting from an Optionee's exercise that is accepted by the Company shall in the discretion of the Committee be paid in cash.

5.7 Stock Appreciation Rights.

The Committee, in its discretion, may also permit (taking into account, without limitation, the application of Section 409A of the Code, as the Committee may deem appropriate) the Optionee to elect to exercise an Option by receiving a combination of Shares and cash, or, in the discretion of the Committee, either Shares or solely in cash, with an aggregate Fair Market Value (or, to the extent of payment in cash, in an amount) equal to the excess of the Fair Market Value of the Shares with respect to which the Option is being exercised over the aggregate Option Price, as determined as of the day the Option is exercised.

5.8 Exercise by Successors.

An Option may be exercised, and payment in full of the aggregate Option Price made, by the Successors of the Optionee only by written notice (in the form prescribed by the Committee) to the Company specifying the number of Shares to be purchased. Such notice shall state that the aggregate Option Price will be paid in full, or that the Option will be exercised as otherwise provided hereunder, in the discretion of the Company or the Committee, if and as applicable.

5.9 Nontransferability of Option.

Each Option granted under the Plan shall be nontransferable by the Optionee except by will or the laws of descent and distribution of the state wherein the Optionee is domiciled at the time of his death; provided, however, that the Committee may (but need not) permit other transfers, where the Committee concludes that such transferability (i) does not result in accelerated U.S. federal income taxation, (ii) does not cause any Option intended to be an Incentive Stock Option to fail to be described in Section 422(b) of the Code, and (iii) is otherwise appropriate and desirable; and provided, further, that in no event may an Option be transferred by the Optionee for consideration without shareholder approval.

5.10 Deferral.

Except as provided in the Award Agreement, the Committee (taking into account, without limitation, the possible application of Section 409A of the Code, as the Committee may deem appropriate) may establish a program under which Participants will have Phantom Shares subject to Section 7 credited upon their exercise of Options, rather than receiving Shares at that time.

5.11 Certain Incentive Stock Option Provisions

(a) The aggregate Fair Market Value, determined as of the date an Option is granted, of the Common Stock for which any Optionee may be awarded Incentive Stock Options which are first exercisable by the Optionee during any calendar year under the Plan (or any other stock option plan required to be taken into account under Section 422(d) of the Code) shall not exceed $100,000.

(b) If Shares acquired upon exercise of an Incentive Stock Option are disposed of in a disqualifying disposition within the meaning of Section 422 of the Code by an Optionee prior to the expiration of either two years from the date of grant of such Option or one year from the transfer of Shares to the Optionee pursuant to the exercise of such Option, or in any other disqualifying disposition within the meaning of Section 422 of the Code, such Optionee shall notify the Company in writing as soon as practicable thereafter of the date and terms of such disposition and, if the Company (or any affiliate thereof) thereupon has a tax-withholding obligation, shall pay to the Company (or such affiliate) an amount equal to any withholding tax the Company (or affiliate) is required to pay as a result of the disqualifying disposition.

(c) The Option Price with respect to each Incentive Stock Option shall not be less than 100%, or 110% in the case of an individual described in Section 422(b)(6) of the Code (relating to certain 10% owners), of the Fair Market Value of a Share on the day the Option is granted. In the case of an individual described in Section 422(b)(6) of the Code who is granted an Incentive Stock Option, the term of such Option shall be no more than five years from the date of grant.

6. PROVISIONS APPLICABLE TO RESTRICTED STOCK .

6.1 Grant of Restricted Stock.

(a) In connection with the grant of Restricted Stock, whether or not performance goals (as provided for under Section 10) apply thereto, the Committee shall establish one or more vesting periods with respect to the shares of Restricted Stock granted, the length of which shall be determined in the discretion of the Committee. Subject to the provisions of this Section 6, the applicable Award Agreement and the other provisions of the Plan, restrictions on Restricted Stock shall lapse if the Grantee satisfies all applicable employment or other service requirements through the end of the applicable vesting period. Nothing in this Section 6 shall limit the Committee's authority, and the Committee is

expressly authorized, to grant Shares which are fully vested upon grant (and for which there is no period of forfeiture), and which are subject to the rules of this Section 6.

(b) Subject to the other terms of the Plan, the Committee may, in its discretion as reflected by the terms of the applicable Award Agreement: (i) authorize the granting of Restricted Stock to Eligible Persons; (ii) provide a specified purchase price for the Restricted Stock (whether or not the payment of a purchase price is required by any state law applicable to the Company); (iii) determine the restrictions applicable to Restricted Stock and (iv) determine or impose other conditions, including any applicable performance goals, to the grant of Restricted Stock under the Plan as it may deem appropriate.

6.2 Certificates.

(a) Unless otherwise provided by the Committee, each Grantee of Restricted Stock shall be issued a stock certificate in respect of Shares of Restricted Stock awarded under the Plan. Each such certificate shall be registered in the name of the Grantee. Without limiting the generality of Section 4.1(c), the certificates for Shares of Restricted Stock issued hereunder may include any legend which the Committee deems appropriate to reflect any restrictions on transfer hereunder or under the Award Agreement, or as the Committee may otherwise deem appropriate, and, without limiting the generality of the foregoing, shall bear a legend referring to the terms, conditions, and restrictions applicable to such Award, substantially in the following form:

> The transferability of this certificate and the shares of stock represented hereby are subject to the terms and conditions (including forfeiture) of the SL Green Realty Corp. 2005 Stock Option and Incentive Plan and an Award Agreement entered into between the registered owner and SL Green Realty Corp. Copies of such Plan and Award Agreement are on file in the offices of SL Green Realty Corp., at 420 Lexington Avenue, New York, New York 10170.

(b) The Committee may require that any stock certificates evidencing such Shares be held in custody by the Company until the restrictions hereunder shall have lapsed, and that, as a condition of any Award of Restricted Stock, the Grantee shall have delivered to the Company a stock power, endorsed in blank, relating to the stock covered by such Award. If and when such restrictions so lapse, the stock certificates shall be delivered by the Company to the Grantee or his or her designee as provided in Section 6.3 (and the stock power shall be so delivered or shall be discarded).

6.3 Restrictions and Conditions.

Unless otherwise provided by the Committee, the Shares of Restricted Stock awarded pursuant to the Plan shall be subject to the following restrictions and conditions:

(i) Subject to the provisions of the Plan and the Award Agreements, during a period commencing with the date of such Award and ending on the date the period of forfeiture with respect to such Shares lapses, the Grantee shall not be permitted voluntarily or involuntarily to sell, transfer, pledge, anticipate, alienate, encumber or assign Shares of Restricted Stock awarded under the Plan (or have such Shares attached or garnished). Subject to the provisions of the Award Agreements and clause (iii) below, the period of forfeiture with respect to Shares granted hereunder shall lapse as provided in the applicable Award Agreement. Notwithstanding the foregoing, unless otherwise expressly provided by the Committee, the period of forfeiture with respect to such Shares shall only lapse as to whole Shares.

(ii) Except as provided in the foregoing clause (i), below in this clause (ii) or in Section 14, or as otherwise provided in the applicable Award Agreement, the Grantee shall have, in respect of the Shares of Restricted Stock, all of the rights of a shareholder of the Company, including the right to vote the Shares and the right to receive any cash dividends currently; provided, however that, if provided in an Award Agreement, cash dividends on such Shares shall (A) be held by the Company (unsegregated as a part of its general assets) until the period of forfeiture lapses (and forfeited if the underlying Shares are forfeited), and paid over to the Grantee (without interest) as soon as practicable after such period lapses (if not forfeited), or (B) treated as may otherwise be provided in an Award Agreement. Certificates for Shares (not subject to restrictions) shall be delivered to the Grantee or his or her designee, at the request thereof, promptly after, and only after, the period of forfeiture shall lapse without forfeiture in respect of such Shares of Restricted Stock.

(iii) Except as otherwise provided in the applicable Award Agreement, if the Grantee has a Termination of Service by the Company and its Subsidiaries for Cause, or by the Grantee for any reason, during the applicable period of forfeiture, then (A) all Shares still subject to restriction shall thereupon, and with no further action, be forfeited by the Grantee, and (B) in the event the Grantee has paid a cash purchase price for the forfeited Shares, the Company shall pay to the Grantee as soon as practicable (and in no event more than 30 days) after such termination an amount equal to the lesser of (x) the amount paid by the Grantee (if any) for such forfeited Restricted Stock as contemplated by Section 6.1, and (y) the Fair Market Value on the date of termination of the forfeited Restricted Stock.

7. PROVISIONS APPLICABLE TO PHANTOM SHARES .

7.1 Grant of Phantom Shares.

Subject to the other terms of the Plan, the Committee shall, in its discretion as reflected by the terms of the applicable Award Agreement: (i) authorize the granting of Phantom Shares to Eligible Persons and (ii) determine or impose other conditions to the grant of Phantom Shares under the Plan as it may deem appropriate.

7.2 Term.

The Committee may provide in an Award Agreement that any particular Phantom Share shall expire at the end of a specified term.

7.3 Vesting.

Phantom Shares shall vest as provided in the applicable Award Agreement.

7.4 Settlement of Phantom Shares.

(a) Each vested and outstanding Phantom Share shall be settled by the transfer to the Grantee of one Share; provided that the Committee at the time of grant may provide that a Phantom Share may be settled (i) in cash at the applicable Phantom Share Value or (ii) in cash or by transfer of Shares as elected by the Grantee in accordance with procedures established by the Committee (taking into account, without limitation, Section 409A of the Code, as the Committee may deem appropriate).

(b) Phantom Shares shall be settled with a single-sum payment by the Company; provided that, with respect to Phantom Shares of a Grantee which have a common Settlement Date, the Committee may permit the Grantee to elect in accordance with procedures established by the Committee (taking into account, without limitation, Section 409A of the Code, as the Committee may deem appropriate) to receive installment payments over a period not to exceed 10 years.

(c) (i) Unless otherwise provided in the applicable Award Agreement, the "Settlement Date" with respect to a Phantom Share is as soon as practicable after (but not later than the first day of the month to follow) the date on which the Phantom Share vests; provided that a Grantee may elect, in accordance with procedures to be established by the Committee, that such Settlement Date will be deferred as elected by the Grantee to as soon as practicable after (but not later than the first day of the month to follow) the Grantee's Termination of Service, or such other time as may be permitted by the Committee. Unless otherwise determined by the Committee, elections under this Section 7.4(c)(i) must, except as may otherwise be permitted under the rules applicable under Section 409A of the Code, (A) be effective at least one year after they are made, or, in the case of payments to commence at a specific time, be made at least one year before the first scheduled payment and (B) defer the commencement of distributions for at least five years.

(ii) Notwithstanding Section 7.4(c)(i), the Committee may provide that distributions of Phantom Shares can be elected at any time in those cases in which the Phantom Share Value is determined by reference to Fair Market Value to the extent in excess of a base value, rather than by reference to unreduced Fair Market Value.

(iii) Notwithstanding the foregoing, the Settlement Date, if not earlier pursuant to this Section 7.4(c), is the date of the Grantee's death.

(d) Notwithstanding the other provisions of this Section 7, in the event of a Change in Control, the Settlement Date shall be the date of such Change in Control and all amounts due with respect to Phantom Shares to a Grantee hereunder shall be paid as soon as practicable (but in no event more than 30 days) after such Change in Control, unless such Grantee elects otherwise in accordance with procedures established by the Committee.

(e) Notwithstanding any other provision of the Plan, a Grantee may receive any amounts to be paid in installments as provided in Section 7.4(b) or deferred by the Grantee as provided in Section 7.4(c) in the event of an "Unforeseeable Emergency." For these purposes, an "Unforeseeable Emergency," as determined by the Committee in its sole discretion, is a severe financial hardship to the Grantee resulting from a sudden and unexpected illness or accident of the Grantee or "dependent," as defined in Section 152(a) of the Code, of the Grantee, loss of the Grantee's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Grantee. The circumstances that will constitute an Unforeseeable Emergency will depend upon the facts of each case, but, in any case, payment may not be made to the extent that such hardship is or may be relieved:

(i) through reimbursement or compensation by insurance or otherwise,

(ii) by liquidation of the Grantee's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or

(iii) by future cessation of the making of additional deferrals under Section 7.4 (b) and (c).

Without limitation, the need to send a Grantee's child to college or the desire to purchase a home shall not constitute an Unforeseeable Emergency. Distributions of amounts because of an Unforeseeable Emergency shall be permitted to the extent reasonably needed to satisfy the emergency need.

7.5 Other Phantom Share Provisions.

(a) Rights to payments with respect to Phantom Shares granted under the Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment, garnishment, levy, execution, or other legal or equitable process, either voluntary or involuntary; and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, attach or garnish, or levy or execute on any right to payments or other benefits payable hereunder, shall be void.

(b) A Grantee may designate in writing, on forms to be prescribed by the Committee, a beneficiary or beneficiaries to receive any payments payable after his or her death and may amend or revoke such designation at any time. If no beneficiary designation is in effect at the time of a Grantee's death, payments hereunder shall be made to the Grantee's estate. If a Grantee with a vested Phantom Share dies, such Phantom Share shall be settled and the Phantom Share Value in respect of such Phantom Shares paid, and any payments deferred pursuant to an election under Section 7.4(c) shall be accelerated and paid, as soon as practicable (but no later than 60 days) after the date of death to such Grantee's beneficiary or estate, as applicable.

(c) The Committee may establish a program under which distributions with respect to Phantom Shares may be deferred for periods in addition to those otherwise contemplated by foregoing provisions of this Section 7. Such program may include, without limitation, provisions for the crediting of earnings and losses on unpaid amounts, and, if permitted by the Committee, provisions under which Participants may select from among hypothetical investment alternatives for such deferred amounts in accordance with procedures established by the Committee.

(d) Notwithstanding any other provision of this Section 7, any fractional Phantom Share will be paid out in cash at the Phantom Share Value as of the Settlement Date.

(e) No Phantom Share shall be construed to give any Grantee any rights with respect to Shares or any ownership interest in the Company. Except as may be provided in accordance with Section 8, no provision of the Plan shall be interpreted to confer upon any Grantee any voting, dividend or derivative or other similar rights with respect to any Phantom Share.

7.6 Claims Procedures.

(a) To the extent that the Plan is determined by the Committee to be subject to the Employee Retirement Income Security Act of 1974, as amended, the Grantee, or his beneficiary hereunder or authorized representative, may file a claim for payments with respect to Phantom Shares under the Plan by written communication to the Committee or its designee. A claim is not considered filed until such communication is actually received. Within 90 days (or, if special circumstances require an extension of time for processing, 180 days, in which case notice of such special circumstances should be provided within the initial 90-day period) after the filing of the claim, the Committee will either:

(i) approve the claim and take appropriate steps for satisfaction of the claim; or

(ii) if the claim is wholly or partially denied, advise the claimant of such denial by furnishing to him a written notice of such denial setting forth (A) the

specific reason or reasons for the denial; (B) specific reference to pertinent provisions of the Plan on which the denial is based and, if the denial is based in whole or in part on any rule of construction or interpretation adopted by the Committee, a reference to such rule, a copy of which shall be provided to the claimant; (C) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of the reasons why such material or information is necessary; and (D) a reference to this Section 7.6 as the provision setting forth the claims procedure under the Plan.

(b) The claimant may request a review of any denial of his claim by written application to the Committee within 60 days after receipt of the notice of denial of such claim. Within 60 days (or, if special circumstances require an extension of time for processing, 120 days, in which case notice of such special circumstances should be provided within the initial 60-day period) after receipt of written application for review, the Committee will provide the claimant with its decision in writing, including, if the claimant's claim is not approved, specific reasons for the decision and specific references to the Plan provisions on which the decision is based.

8. PROVISIONS APPLICABLE TO DIVIDEND EQUIVALENT RIGHTS .

8.1 Grant of Dividend Equivalent Rights.

Subject to the other terms of the Plan, the Committee shall, in its discretion as reflected by the terms of the Award Agreements, authorize the granting of Dividend Equivalent Rights to Eligible Persons based on the regular cash dividends declared on Common Stock, to be credited as of the dividend payment dates, during the period between the date an Award is granted, and the date such Award is exercised, vests or expires, as determined by the Committee; provided, however, that in no event may a Dividend Equivalent Right be granted in connection with an Option or a Stock Appreciation Right. Such Dividend Equivalent Rights shall be converted to cash or additional Shares by such formula and at such time and subject to such limitation as may be determined by the Committee. If a Dividend Equivalent Right is granted in respect of an Award hereunder (other than an Option or Stock Appreciation Right), then, unless otherwise stated in the Award Agreement, in no event shall the Dividend Equivalent Right be in effect for a period beyond the time during which the applicable portion of the underlying Award is in effect.

8.2 Certain Terms.

(a) The term of a Dividend Equivalent Right shall be set by the Committee in its discretion.

(b) Unless otherwise determined by the Committee, except as contemplated by Section 8.4, a Dividend Equivalent Right is exercisable or payable only while the Participant is an Eligible Person.

(c) Payment of the amount determined in accordance with Section 8.1 shall be in cash, in Common Stock or a combination of the both, as determined by the Committee.

(d) The Committee may impose such employment-related conditions on the grant of a Dividend Equivalent Right as it deems appropriate in its discretion.

8.3 Other Types of Dividend Equivalent Rights.

The Committee may establish a program under which Dividend Equivalent Rights of a type whether or not described in the foregoing provisions of this Section 8 may be granted to Participants. For example, and without limitation, the Committee may grant a dividend equivalent right with respect to a Phantom Share, which right would consist of the right (subject to Section 8.4) to receive a cash payment in an amount equal to the dividend distributions paid on a Share from time to time.

8.4 Deferral.

The Committee may establish a program (taking into account, without limitation, the possible application of Section 409A of the Code, as the Committee may deem appropriate) under which Participants (i) will have Phantom Shares credited, subject to the terms of Sections 7.4 and 7.5 as though directly applicable with respect thereto, upon the granting of Dividend Equivalent Rights, or (ii) will have payments with respect to Dividend Equivalent Rights deferred. In the case of the foregoing clause (ii), such program may include, without limitation, provisions for the crediting of earnings and losses on unpaid amounts, and, if permitted by the Committee, provisions under which Participants may select from among hypothetical investment alternatives for such deferred amounts in accordance with procedures established by the Committee.

9. OTHER EQUITY-BASED AWARDS.

The Committee shall have the right (i) to grant other Awards based upon the Common Stock having such terms and conditions as the Committee may determine, including, without limitation, the grant of shares based upon certain conditions, the grant of convertible preferred shares, convertible debentures and other exchangeable or redeemable securities or equity interests, and the grant of stock appreciation rights, (ii) to grant limited-partnership or any other membership or ownership interests (which may be expressed as units or otherwise) in a Subsidiary or operating or other partnership (or other affiliate of the Company), with any Shares being issued in connection with the conversion of (or other distribution on account of) an interest granted under the authority of this clause (ii) to be subject, for the avoidance of doubt, to Section 4 and the other provisions of the Plan, and (iii) to grant Awards valued by reference to book value, fair value or performance parameters relative to the Company or any Subsidiary or group of Subsidiaries.

10. PERFORMANCE GOALS.

The Committee, in its discretion, (i) may establish one or more performance goals as a precondition to the issuance or vesting of Awards, and (ii) may provide, in connection with the establishment of the performance goals, for predetermined Awards to those Participants (who continue to meet all applicable eligibility requirements) with respect to whom the applicable performance goals are satisfied. In the case of any grant intended to qualify as performance based compensation under Section 162(m) of the Code (including, for these purposes, grants constituting performance based compensation, as determined without regard to certain shareholder approval and disclosure requirements by virtue of an applicable transition rule), the Committee (i) may use one or a combination of the performance goals set forth in Exhibit B; and (ii) may establish other goals (with shareholder approval of other types of goals) intended to be performance goals as contemplated by Section 162(m) of the Code and the regulations thereunder.

11. TAX WITHHOLDING .

11.1 In General.

The Company shall be entitled to withhold from any payments or deemed payments any amount of tax withholding determined by the Committee to be required by law. Without limiting the generality of the foregoing, the Committee may, in its discretion, require the Participant to pay to the Company at such time as the Committee determines the amount that the Committee deems necessary to satisfy the Company's obligation to withhold federal, state or local income or other taxes incurred by reason of (i) the exercise of any Option, (ii) the lapsing of any restrictions applicable to any Restricted Stock, (iii) the receipt of a distribution in respect of Phantom Shares or Dividend Equivalent Rights or (iv) any other applicable income-recognition event (for example, an election under Section 83(b) of the Code).

11.2 Share Withholding.

(a) Upon exercise of an Option, the Optionee may, if approved by the Committee in its discretion, make a written election to have Shares then issued withheld by the Company from the Shares otherwise to be received, or to deliver previously owned Shares, in order to satisfy the liability for such withholding taxes. In the event that the Optionee makes, and the Committee permits, such an election, the number of Shares so withheld or delivered shall have an aggregate Fair Market Value on the date of exercise sufficient to satisfy the applicable withholding taxes. Where the exercise of an Option does not give rise to an obligation by the Company to withhold federal, state or local income or other taxes on the date of exercise, but may give rise to such an obligation in the future, the Committee may, in its discretion, make such arrangements and impose such requirements as it deems necessary or appropriate.

(b) Upon lapsing of restrictions on Restricted Stock (or other income-recognition event), the Grantee may, if approved by the Committee in its discretion, make a written election to have Shares withheld by the Company from the Shares otherwise to be released from restriction, or to deliver previously owned Shares (not subject to restrictions hereunder), in order to satisfy the liability for such withholding taxes. In the event that the Grantee makes, and the Committee permits, such an election, the number of Shares so withheld or delivered shall have an aggregate Fair Market Value on the date of exercise sufficient to satisfy the applicable withholding taxes.

(c) Upon the making of a distribution in respect of Phantom Shares or Dividend Equivalent Rights, the Grantee may, if approved by the Committee in its discretion, make a written election to have amounts (which may include Shares) withheld by the Company from the distribution otherwise to be made, or to deliver previously owned Shares (not subject to restrictions hereunder), in order to satisfy the liability for such withholding taxes. In the event that the Grantee makes, and the Committee permits, such an election, any Shares so withheld or delivered shall have an aggregate Fair Market Value on the date of exercise sufficient to satisfy the applicable withholding taxes.

11.3 Withholding Required.

Notwithstanding anything contained in the Plan or the Award Agreement to the contrary, the Participant's satisfaction of any tax-withholding requirements imposed by the Committee shall be a condition precedent to the Company's obligation as may otherwise be provided hereunder to provide Shares to the Participant and to the release of any restrictions as may otherwise be provided hereunder, as applicable; and the applicable Option, Restricted Stock, Phantom Shares or Dividend Equivalent Rights shall be forfeited upon the failure of the Participant to satisfy such requirements with respect to, as applicable, (i) the exercise of the Option, (ii) the lapsing of restrictions on the Restricted Stock (or other income-recognition event) or (iii) distributions in respect of any Phantom Share or Dividend Equivalent Right.

12. REGULATIONS AND APPROVALS.

(a) The obligation of the Company to sell Shares with respect to an Award granted under the Plan shall be subject to all applicable laws, rules and regulations, including all applicable federal and state securities laws, and the obtaining of all such approvals by governmental agencies as may be deemed necessary or appropriate by the Committee.

(b) The Committee may make such changes to the Plan as may be necessary or appropriate to comply with the rules and regulations of any government authority or to obtain tax benefits applicable to an Award.

(c) Each grant of Options, Restricted Stock, Phantom Shares (or issuance of Shares in respect thereof) or Dividend Equivalent Rights (or issuance of Shares in respect thereof), or other Award under Section 9 (or issuance of Shares in respect thereof), is subject to the requirement that, if at any time the Committee determines, in its discretion, that the listing, registration or qualification of Shares issuable pursuant to the Plan is required by any securities exchange or under any state or federal law, or the consent or approval of any governmental regulatory body is necessary or desirable as a condition of, or in connection with, the issuance of Options, Shares of Restricted Stock, Phantom Shares, Dividend Equivalent Rights, other Awards or other Shares, no payment shall be made, or Phantom Shares or Shares issued or grant of Restricted Stock or other Award made, in whole or in part, unless listing, registration, qualification, consent or approval has been effected or obtained free of any conditions in a manner acceptable to the Committee.

(d) In the event that the disposition of stock acquired pursuant to the Plan is not covered by a then current registration statement under the Securities Act, and is not otherwise exempt from such registration, such Shares shall be restricted against transfer to the extent required under the Securities Act, and the Committee may require any individual receiving Shares pursuant to the Plan, as a condition precedent to receipt of such Shares, to represent to the Company in writing that such Shares are acquired for investment only and not with a view to distribution and that such Shares will be disposed of only if registered for sale under the Securities Act or if there is an available exemption for such disposition.

(e) Notwithstanding any other provision of the Plan, the Company shall not be required to take or permit any action under the Plan or any Award Agreement which, in the good-faith determination of the Company, would result in a material risk of a violation by the Company of Section 13(k) of the Exchange Act.

13. INTERPRETATION AND AMENDMENTS; OTHER RULES.

The Committee may make such rules and regulations and establish such procedures for the administration of the Plan as it deems appropriate. Without limiting the generality of the foregoing, the Committee may (i) determine the extent, if any, to which Options, Phantom Shares or Shares (whether or not Shares of Restricted Stock) or Dividend Equivalent Rights shall be forfeited (whether or not such forfeiture is expressly contemplated hereunder); (ii) interpret the Plan and the Award Agreements hereunder, with such interpretations to be conclusive and binding on all persons and otherwise accorded the maximum deference permitted by law, provided that the Committee's interpretation shall not be entitled to deference on and after a Change in Control except to the extent that such interpretations are made exclusively by members of the Committee who are individuals who served as Committee members before the Change in Control; and (iii) take any other actions and make any other determinations or decisions that it deems necessary or appropriate in connection with the Plan or the administration or interpretation thereof. In the event of any dispute or disagreement as to the interpretation of the Plan or of any rule, regulation or procedure, or as to any question, right or obligation arising from or related to the Plan, the decision of the Committee, except as provided in clause (ii) of the foregoing sentence, shall be final and binding upon all persons. The Committee may, in its discretion, delegate the authority and

responsibility to act pursuant to the Plan with respect to ministerial administrative matters, which actions shall at all times be subject to the supervision of the Committee, and the actions of such a delegee in accordance with the foregoing shall be considered the actions of the Committee hereunder. Unless otherwise expressly provided hereunder, the Committee, with respect to any grant, may exercise its discretion hereunder at the time of the Award or thereafter. The Board may amend the Plan as it shall deem advisable, except that no amendment may adversely affect a Participant with respect to an Award previously granted unless such amendments are required in order to comply with applicable laws; provided, however, that the Plan may not be amended without shareholder approval in any case in which amendment in the absence of shareholder approval would cause the Plan to fail to comply with any applicable legal requirement or applicable exchange or similar rule.

14. CHANGES IN CAPITAL STRUCTURE .

(a) 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 Common 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 the outstanding Awards, then:

(x) the maximum aggregate number of Shares which may be made subject to Options and Dividend Equivalent Rights under the Plan after April 1, 2007, the maximum aggregate number and kind of Shares of Restricted Stock that may be granted under the Plan after April 1, 2007, the maximum aggregate number of Phantom Shares and other Awards which may be granted under the Plan after April 1, 2007, shall be appropriately adjusted by the Committee; and

(y) with respect to Awards issued on or after April 1, 2007, the Committee shall take any such action as shall be necessary to maintain each Participants' rights hereunder (including under their Award Agreements) with respect to Options, Phantom Shares and Dividend Equivalent Rights (and, as appropriate, other Awards under Section 9), so that they are substantially proportionate to the rights existing in such Options, Phantom Shares and Dividend Equivalent Rights (and other Awards under Section 9) prior to such event, including, without limitation, adjustments in (A) the number of Options, Phantom Shares and Dividend Equivalent Rights (and other Awards under Section 9) granted, (B) the number and kind of shares or other property to be distributed in respect of Options, Phantom Shares and Dividend Equivalent Rights (and other Awards under Section 9 as applicable), (C) the Option Price and Phantom Share Value, and (D) performance-based criteria established in connection with Awards; provided that, the foregoing clause (D) shall also be applied in the case of any event relating to a Subsidiary if the event would have been covered under this Section 14(a) had the event related to the Company. For purposes of clause (x) and this clause (y), the manner in which any of the above described adjustments are made shall in all events be subject to approval of the Committee.

To the extent that such action shall include an increase or decrease in the number of Shares (or units of other property then available) subject to all outstanding Awards, the number of Shares (or units) available

under Section 4 shall be increased or decreased, as the case may be, proportionately, as may be determined by the Committee.

(b) Any Shares or other securities distributed to a Grantee with respect to Restricted Stock or otherwise issued in substitution of Restricted Stock shall be subject to the restrictions and requirements imposed by Section 6, including depositing the certificates therefor with the Company together with a stock power and bearing a legend as provided in Section 6.2(a).

(c) If the Company shall be consolidated or merged with another corporation or other entity, each Grantee who has received Restricted Stock that is then subject to restrictions imposed by Section 6.3(a) may be required to deposit with the successor corporation the certificates, if any, for the stock or securities or the other property that the Grantee is entitled to receive by reason of ownership of Restricted Stock in a manner consistent with Section 6.2(b), and such stock, securities or other property shall become subject to the restrictions and requirements imposed by Section 6.3(a), and the certificates therefor or other evidence thereof shall bear a legend similar in form and substance to the legend set forth in Section 6.2(a).

(d) If a Change in Control shall occur, then the Committee, as constituted immediately before the Change in Control, may make such adjustments as it, in its discretion, determines are necessary or appropriate in light of the Change in Control, provided that the Committee determines that such adjustments do not have an adverse economic impact on the Participant as determined at the time of the adjustments.

(e) The judgment of the Committee with respect to any matter referred to in this Section 13 shall be conclusive and binding upon each Participant without the need for any amendment to the Plan.

15. MISCELLANEOUS.

15.1 No Rights to Employment or Other Service.

Nothing in the Plan or in any grant made pursuant to the Plan shall confer on any individual any right to continue in the employ or other service of the Company or its Subsidiaries or interfere in any way with the right of the Company or its Subsidiaries and its shareholders to terminate the individual's employment or other service at any time.

15.2 Right of First Refusal; Right of Repurchase.

At the time of grant, the Committee may provide in connection with any grant made under the Plan that Shares received hereunder shall be subject to a right of first refusal pursuant to which the Company shall be entitled to purchase such Shares in the event of a prospective sale of the Shares, subject to such terms and conditions as the Committee may specify at the time of grant or (if permitted by the Award Agreement) thereafter, and to a right of repurchase, pursuant to which the Company shall be entitled to purchase such Shares at a price determined by, or under a formula set by, the Committee at the time of grant or (if permitted by the Award Agreement) thereafter.

15.3 No Fiduciary Relationship.

Nothing contained in the Plan (including without limitation Sections 7.5(c) and 8.4), and no action taken pursuant to the provisions of the Plan, shall create or shall be construed to create a trust of any kind, or a fiduciary relationship between the Company or its Subsidiaries, or their officers or the Committee, on the one hand, and the Participant, the Company, its Subsidiaries or any other person or entity, on the other.

15.4 No Fund Created.

Any and all payments hereunder to any Participant under the Plan shall be made from the general funds of the Company (or, if applicable, a Participating Company), no special or separate fund shall be established or other segregation of assets made to assure such payments, and the Phantom Shares (including for purposes of this Section 15.4 any accounts established to facilitate the implementation of Section 7.4(c)) and any other similar devices issued hereunder to account for Plan obligations do not constitute Common Stock and shall not be treated as (or as giving rise to) property or as a trust fund of any kind; provided, however, that the Company may establish a mere bookkeeping reserve to meet its obligations hereunder or a trust or other funding vehicle that would not cause the Plan to be deemed to be funded for tax purposes or for purposes of Title I of the Employee Retirement Income Security Act of 1974, as amended. The obligations of the Company under the Plan are unsecured and constitute a mere promise by the Company to make benefit payments in the future and, to the extent that any person acquires a right to receive payments under the Plan from the Company, such right shall be no greater than the right of a general unsecured creditor of the Company. (If any affiliate of the Company is or is made responsible with respect to any Awards, the foregoing sentence shall apply with respect to such affiliate.) Without limiting the foregoing, Phantom Shares and any other similar devices issued hereunder to account for Plan obligations are solely a device for the measurement and determination of the amounts to be paid to a Grantee under the Plan, and each Grantee's right in the Phantom Shares and any such other devices is limited to the right to receive payment, if any, as may herein be provided.

15.5 Notices.

All notices under the Plan shall be in writing, and if to the Company, shall be delivered to the Board or mailed to its principal office, addressed to the attention of the Board; and if to the Participant, shall be delivered personally, sent by facsimile transmission or mailed to the Participant at the address appearing in the records of the Company. Such addresses may be changed at any time by written notice to the other party given in accordance with this Section 15.5.

15.6 Exculpation and Indemnification.

The Company shall indemnify and hold harmless the members of the Board and the members of the Committee from and against any and all liabilities, costs and expenses incurred by such persons as a result of any act or omission to act in connection with the performance of such person's duties, responsibilities and obligations under the Plan, to the maximum extent permitted by law.

15.7 Captions.

The use of captions in this Plan is for convenience. The captions are not intended to provide substantive rights.

15.8 Governing Law.

THE PLAN SHALL BE GOVERNED BY THE LAWS OF MARYLAND WITHOUT REFERENCE TO PRINCIPLES OF CONFLICT OF LAWS.

**EXHIBIT A**

**PERFORMA NCE GOALS**

(i) 7% FFO growth.

(ii) 10% total return to shareholders.

(iii) Total return to shareholders in the top one-third of the “peer group”.

For purposes of this Exhibit A, “peer group” shall be Alexandria Real Estate Equities, Inc., American Financial Realty Trust, Boston Properties, Inc., Brandywine Realty Trust, Corporate Office Properties Trust, Crescent Real Estate Equities Company, Douglas Emmett, Duke Realty Corporation, Highwoods Properties, Inc., HRPT Properties, Kilroy Realty Corporation, Liberty Property Trust, Mack-Cali Realty Corporation, Maguire Properties, Parkway Properties, SL Green Realty Corp., and Washington REIT. Such “peer group” may not change with respect to any particular Award.

**EXHIBIT B**

**PERFORMA NCE GOALS**

Performance-Based Awards intended to qualify as "performance based" compensation under Section 162(m) of the Code, may be payable upon the attainment of objective performance goals that are established by the Committee and relate to one or more Performance Criteria, in each case on specified date or over any period, up to 10 years, as determined by the Committee. Performance Criteria may (but need not) be based on the achievement of the specified levels of performance under one or more of the measures set out below relative to the performance of one or more other corporations or indices.

"Performance Criteria" means the following business criteria (or any combination thereof) with respect to one or more of the Company, any Subsidiary or any division or operating unit thereof:

(i) pre-tax income,

(ii) after-tax income,

(iii) net income (meaning net income as reflected in the Company's financial reports for the applicable period, on an aggregate, diluted and/or per share basis),

(iv) operating income,

(v) cash flow,

(vi) earnings per share,

(vii) return on equity,

(viii) return on invested capital or assets,

(ix) cash and/or funds available for distribution,

(x) appreciation in the fair market value of the Common Stock,

(xi) return on investment,

(xii) total return to shareholders,

(xiii) net earnings growth,

(xiv) stock appreciation (meaning an increase in the price or value of the Common Stock after the date of grant of an award and during the applicable period),

(xv) related return ratios,

(xvi) increase in revenues,

(xvii) net earnings,

(xviii) changes (or the absence of changes) in the per share or aggregate market price of the Company's Common Stock,

(xix) number of securities sold,

(xx) earnings before any one or more of the following items: interest, taxes, depreciation or amortization for the applicable period, as refl the Company's financial reports for the applicable period,

(xxi) total revenue growth (meaning the increase in total revenues after the date of grant of an award and during the applicable period, as r in the Company's financial reports for the applicable period),

(xxii) the Company's published ranking against its peer group of real estate investment trusts based on total shareholder return, and

(xxiii) FFO.

Performance Goals may be absolute amounts or percentages of amounts or may be relative to the performance of other companies or of indexes.

Except as otherwise expressly provided, all financial terms are used as defined under Generally Accepted Accounting Principles ("GAAP") and all determinations shall be made in accordance with GAAP, as applied by the Company in the preparation of its periodic reports to shareholders.

To the extent permitted by Section 162(m) of the Code, unless the Committee provides otherwise at the time of establishing the Performance Goals, for each fiscal year of the Company, the Committee may provide for objectively determinable adjustments, as determined in accordance with GAAP, to any of the Performance Criteria described above for one or more of the items of gain, loss, profit or expense: (A) determined to be extraordinary or unusual in nature or infrequent in occurrence, (B) related to the disposal of a segment of a business, (C) related to a change in accounting principle under GAAP, (D) related to discontinued operations that do not qualify as a segment of a business under GAAP, and (E) attributable to the business operations of any entity acquired by the Company during the fiscal year.

**Exhibit 10.2**

**FIRST AMENDMENT TO THE**
**AMENDED AND RESTATED MANAGEMENT AGREEMENT**

This First Amendment (this " Amendment ") to the Amended and Restated Management Agreement is made as of September 18, 2007 (the " Effective Time ") by and between Gramercy Capital Corp., a Maryland corporation (the " Parent "), GKK Capital LP, a Delaware limited partnership (the " Operating Partnership ") and GKK Manager LLC, a Delaware limited liability company (the " Manager "). Capitalized terms used by not defined herein shall have the meanings ascribed to those terms in the Management Agreement (as defined below).

WHEREAS, the Parent, the Operating Partnership and the Manager have entered into an amended and restated management agreement dated as of April 19, 2006 (the " Management Agreement "); and

WHEREAS, the Parent, the Operating Partnership and the Manager desire to amend the Management Agreement as set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, the parties hereto agree as follows:

1. Amendment to the Management Agreement . Section 8(b) of the Management Agreement shall be deleted and replaced in its entirety with the following:

> "(b) In connection with any and all CDOs formed, owned or controlled, directly or indirectly, by the Company, the Manager shall receive management, service and similar fees equal to (i) 0.25% per annum of the principal amount outstanding of bonds issued by a managed transitional CDO that are owned by third-party investors unaffiliated with the Company or the Manager, which CDO is structured to own loans secured by transitional properties, (ii) 0.15% per annum of the book value of the principal amount outstanding of bonds issued by a managed non-transitional CDO that are owned by third-party investors unaffiliated with the Company or the Manager, which CDO is structured to own loans secured by non-transitional properties, (iii) 0.10% per annum of the principal amount outstanding of bonds issued by a static CDO that are owned by third-party investors unaffiliated with the Company or the Manager, which CDO is structured to own non-investment grade bonds, and (iv) 0.05% per annum of the principal amount outstanding of bonds issued by a static CDO that are owned by third-party investors unaffiliated with the Company or the Manager, which CDO is structured to own investment grade bonds. For the purposes of this Section 8(b), a "managed transitional" CDO shall mean a CDO that is actively managed, has a reinvestment period and is structured to own debt collateral secured primarily by non-stabilized real estate assets that are expected to experience substantial net operating income growth. For the purposes of this Section 8(b), a "managed non-transitional" CDO shall mean a CDO that is actively managed, has a reinvestment period and is structured to own debt collateral secured primarily by stabilized real estate assets that are not expected to experience substantial net operating income growth. For the avoidance of doubt, both "managed transitional" and "managed non-transitional" CDO's may at any given time during the reinvestment period of the respective vehicles invest

in and own non-debt collateral (in limited quantity) as defined by the respective Indentures."

The parties hereto agree that the foregoing amendment is effective as of April 19, 2006.

2. Full Force and Effect. Except as expressly amended herein, all other terms and provisions of the Management Agreement remain in full force and effect and are hereby ratified and confirmed in all respects.

3. Governing Law . This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

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

GKK MANAGER LLC,
a Delaware limited liability company

By: _____
Name:
Title:

GRAMERCY CAPITAL CORP.,
a Maryland corporation

By: _____
Name:
Title:

GKK CAPITAL LP,
a Delaware limited partnership

By: _____
Name:
Title:

**Exhibit 31.1**

**CERTIFICATION**

**I, Marc Holliday, Chief Executive Officer, certify that:**

1. I have reviewed this quarterly report on Form 10-Q of SL Green Realty Corp. (the "registrant");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;
   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 9, 2007

/s/ MARC HOLLIDAY

Name: Marc Holliday
Title: Chief Executive Officer

**Exhibit 31.2**

**CERTIFICATION**

**I, Gregory F. Hughes, Chief Financial Officer, certify that:**

1. I have reviewed this quarterly report on Form 10-Q of SL Green Realty Corp. (the "registrant");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation;
   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 9, 2007

/s/ GREGORY F. HUGHES

Name: Gregory F. Hughes
Title: Chief Operating Officer and Chief Financial Officer

**Exhibit 32.1**

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

In connection with the Quarterly Report of SL Green Realty Corp. (the "Company") on Form 10-Q as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Marc Holliday, Chief Executive Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ MARC HOLLIDAY
Name: Marc Holliday
Title: Chief Executive Officer

November 9, 2007

**Exhibit 32.2**

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

In connection with the Quarterly Report of SL Green Realty Corp. (the "Company") on Form 10-Q as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Gregory F. Hughes, Chief Financial Officer of the Company, hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or 15(d), as applicable, of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ GREGORY F. HUGHES

Name: Gregory F. Hughes
Title: Chief Operating Officer and Chief Financial Officer

November 9, 2007