

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported):

January 2, 2019 (December 28, 2018)

SL Green Realty Corp.

(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

Maryland
(STATE OR OTHER
JURISDICTION OF
INCORPORATION)

1-13199
(COMMISSION FILE NUMBER)

13-3956775
(IRS EMPLOYER ID. NUMBER)

SL Green Operating Partnership, L.P.

(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

Delaware
(STATE OR OTHER
JURISDICTION OF
INCORPORATION)

33-167793-02
(COMMISSION FILE NUMBER)

13-3960398
(IRS EMPLOYER ID. NUMBER)

Reckson Operating Partnership, L.P.

(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

Delaware
(STATE OR OTHER
JURISDICTION OF
INCORPORATION)

1-84580
(COMMISSION FILE NUMBER)

11-3233647
(IRS EMPLOYER ID. NUMBER)

420 Lexington Avenue
New York, New York
(ADDRESS OF PRINCIPAL EXECUTIVE OFFICES)

10170
(ZIP CODE)

(212) 594-2700
(REGISTRANTS' TELEPHONE NUMBER, INCLUDING AREA CODE)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Emerging growth company

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

Item 1.01. Entry into a Material Definitive Agreement.

Reckson Operating Partnership, L.P. (“Reckson”) is a wholly-owned subsidiary of SL Green Realty Corp. (the “Company”) and the Company’s operating partnership, SL Green Operating Partnership, L.P. (“SL Green OP” and together with the Company, the “Remaining Co-Obligors”). In connection with the release of Reckson from its obligations under the Indentures and Notes (each as defined below) in accordance with the contractual provisions contained in each agreement, on December 28, 2018, the Remaining Co-Obligors and Reckson, as applicable, entered into supplemental indentures (the “Supplemental Indentures”) to each of the Indentures providing for (i) the assumption (the “Assumption”) by SL Green OP of the due and punctual payment of the principal of, any premium and interest on all the Notes and the performance of every covenant of the Indentures on the part of Reckson to be performed or observed and (ii) the release (the “Release”) of Reckson from all obligations and covenants under the Indentures and the Notes.

The Assumption and Release were in respect of:

- the 7.75% Senior Notes due 2020 (the “2020 Notes”) issued by the Remaining Co-Obligors and Reckson, of which \$250 million aggregate principal amount were outstanding as of December 28, 2018; and
- the 4.50% Senior Notes due 2022 (the “2022 Notes” and together with the 2020 Notes, the “Notes”) issued by the Remaining Co-Obligors and Reckson, of which \$300 million aggregate principal amount were outstanding as of December 28, 2018 .

The 2020 Notes were issued pursuant to an indenture, dated as of March 16, 2010 (the “2020 Notes Indenture”), among the Remaining Co-Obligors, Reckson and The Bank of New York Mellon, as trustee (the “Trustee”). The 2022 Notes were originally issued pursuant to an indenture, dated as of August 5, 2011 (the “Base Indenture”), among the Remaining Co-Obligors, Reckson and the Trustee, as amended by the second supplemental indenture, dated as of November 15, 2012 (the “Second Supplemental Indenture” and together with the Base Indenture, the “2022 Notes Indenture”), among the Remaining Co-Obligors, Reckson and the Trustee. The 2020 Notes Indenture and the 2022 Notes Indenture are collectively referred to herein as the “Indentures.”

The descriptions of the Indentures and the Supplemental Indentures contained in this report are qualified in their entirety by reference to the complete text of the applicable agreements. A copy of the 2020 Notes Indenture was previously filed with the Securities and Exchange Commission (the “Commission”) as Exhibit 4.1 to the Company’s Current Report on Form 8-K on March 17, 2010 and is incorporated herein by reference. Copies of the Base Indenture and the Second Supplemental Indenture were previously filed with the Commission as Exhibits 4.1 to the Company’s Current Reports on Form 8-K on August 5, 2011 and November 15, 2012, respectively, and are incorporated herein by reference. Copies of the Supplemental Indentures are filed as Exhibits 4.1 and 4.2, respectively, to this report and are incorporated herein by reference.

Item 8.01. Other Events.

Contemporaneously with the Release, Reckson’s guarantees of its obligations under the following agreements were released according to their respective terms:

- the Second Amended and Restated Credit Agreement, dated as of November 21, 2017, among the Remaining Co-Obligors, as borrowers, each of the lenders party thereto, Wells Fargo Bank, National Association, as administrative agent, and certain other parties thereto;
- the indenture, dated as of October 5, 2017, between SL Green OP and the Trustee, as amended by the first supplemental indenture, dated as of October 5, 2017, and the second supplemental indenture, dated as of August 7, 2018, each among the Remaining Co-Obligors, Reckson and the Trustee, pursuant to which the 3.250% Senior Notes due 2022 and the Floating Rate Notes due 2021 were issued; and

- the note purchase agreement, dated as of November 10, 2015, among the Remaining Co-Obligors, Reckson and certain institutional investors thereto, pursuant to which the 4.27% Senior Notes due 2025 were issued.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits*

- 4.1 [First Supplemental Indenture, dated as of December 28, 2018, among SL Green Realty Corp., SL Green Operating Partnership, L.P., Reckson Operating Partnership, L.P. and The Bank of New York Mellon, as Trustee, to the Indenture, dated as of March 16, 2010, among SL Green Realty Corp., SL Green Operating Partnership, L.P., Reckson Operating Partnership, L.P. and The Bank of New York Mellon, as Trustee.](#)
- 4.2 [Third Supplemental Indenture, dated as of December 28, 2018, among SL Green Realty Corp., SL Green Operating Partnership, L.P. and The Bank of New York Mellon, as Trustee, to the Indenture, dated as of August 5, 2011, among SL Green Realty Corp., SL Green Operating Partnership, L.P., Reckson Operating Partnership, L.P. and The Bank of New York Mellon, as Trustee.](#)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrants have duly caused this report to be signed on their behalf by the undersigned hereunto duly authorized.

SL GREEN REALTY CORP.

/s/ Matthew J. DiLiberto

Matthew J. DiLiberto
Chief Financial Officer

SL GREEN OPERATING PARTNERSHIP, L.P.
By: SL GREEN REALTY CORP., its general partner

/s/ Matthew J. DiLiberto

Matthew J. DiLiberto
Chief Financial Officer

RECKSON OPERATING PARTNERSHIP, L.P.
By: WYOMING ACQUISITION GP LLC, its general partner

/s/ Matthew J. DiLiberto

Matthew J. DiLiberto
Treasurer

Date: January 2, 2019

SL GREEN REALTY CORP.

SL GREEN OPERATING PARTNERSHIP, L.P.

as Co-Obligors

RECKSON OPERATING PARTNERSHIP, L.P.

as Released Issuer

and

THE BANK OF NEW YORK MELLON,

as Trustee

FIRST SUPPLEMENTAL INDENTURE

Dated as of December 28, 2018

to Indenture Dated as of March 16, 2010

FIRST SUPPLEMENTAL INDENTURE, dated as of December 28, 2018 (this "First Supplemental Indenture"), among RECKSON OPERATING PARTNERSHIP, L.P., a limited partnership duly organized and existing under the laws of the State of Delaware, having its principal executive office located at 420 Lexington Avenue, New York, New York 10170 (hereinafter called "Former Issuer"), SL GREEN REALTY CORP., a corporation duly organized and existing under the laws of the State of Maryland (hereinafter called "SL Green"), SL GREEN OPERATING PARTNERSHIP, L.P., a limited partnership duly organized and existing under the laws of the State of Delaware (hereinafter called "SL Green OP" and, together with SL Green, the "Co-Obligors"), each having its principal executive office located at 420 Lexington Avenue, New York, New York 10170, and The Bank of New York Mellon (hereinafter called the "Trustee"), having its Corporate Trust Office located at 500 Ross Street, 12th Floor, Pittsburgh, PA 15262, supplementing the Indenture, dated as of March 16, 2010, among the Former Issuer, the Co-Obligors and the Trustee (the "Existing Indenture," together with this First Supplemental Indenture, the "Indenture").

RECITALS

WHEREAS, the Former Issuer and the Co-Obligors previously issued the 7.75% Senior Notes due 2020 (the "Notes") and the Notes constitute the only series of securities outstanding under the Indenture;

WHEREAS, pursuant to Section 803 of the Existing Indenture, SL Green OP desires to directly assume the due and punctual payment of the principal of, any premium and interest on all the Notes and the performance of every covenant of the Indenture on the part of the Former Issuer to be performed or observed, and to release the Former Issuer from all of the obligations and covenants with respect to the Notes;

WHEREAS, Section 909(9) of the Existing Indenture provides that, when authorized by or pursuant to a Board Resolution, the Former Issuer, the Co-Obligors and the Trustee (without the consent of the Holders of the Notes) may at any time and from time to time enter into one or more indentures supplemental thereto, to effect the assumption by a Co-Obligor pursuant to the Indenture;

WHEREAS, all things necessary to make this First Supplemental Indenture a valid and legally binding agreement of the Former Issuer and the Co-Obligors, in accordance with its terms, have been done.

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE WITNESSETH:

That, in consideration of the premises and the agreements herein, for the equal and proportionate benefit of all of the present and future Holders of the Notes, each party agrees and covenants as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions of Terms. All capitalized terms contained in this First Supplemental Indenture shall, except as specifically provided for herein and except as the context may otherwise require, have the meanings given to such terms in the Existing Indenture. In the event of any inconsistency between the Existing Indenture and this First Supplemental Indenture, this First Supplemental Indenture shall govern.

ARTICLE II

ASSUMPTION AND RELEASE

Section 2.1 Assumption of Obligations. Pursuant to Section 803 of the Existing Indenture, SL Green OP directly assumes the due and punctual payment of the principal of, any premium and interest on all the Notes and the performance of every covenant of the Indenture on the part of the Former Issuer to be performed or observed, and shall succeed to, and is substituted for and may exercise every right and power of, the Former Issuer under the Notes and the Indenture with the same effect as if SL Green OP had been the issuer of the Notes.

Section 2.2 Release of Former Issuer. Pursuant to Section 803 of the Existing Indenture, due to the assumption of obligations set forth in Section 2.1 hereof, all of the Former Issuer's obligations under the Indenture and the Notes shall hereby cease, and the Former Issuer shall hereby be released from all obligations and covenants under the Indenture and the Notes.

ARTICLE III

MISCELLANEOUS

Section 3.1 Responsibility for Recitals, Etc. The recitals herein shall be taken as the statements of the Co-Obligors and the Former Issuer, and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representations as to the validity or sufficiency of this First Supplemental Indenture.

Section 3.2 Governing Law. This First Supplemental Indenture shall be governed by and construed in accordance with the laws of the state of New York.

Section 3.3 Indenture Remains in Full Force and Effect. This First Supplemental Indenture shall form a part of the Indenture for all purposes and, except as supplemented or amended hereby, all other provisions in the Indenture and the Notes to the extent not inconsistent with the terms and provisions of this First Supplemental Indenture, shall remain in full force and effect. All of the provisions contained in the Indenture in respect to the rights, privileges, immunities, powers and duties of the Trustee shall be applicable in respect of this First Supplemental Indenture as fully and with like effect as if set forth herein in full.

Section 3.4 Headings. The headings of the Articles and Sections of this First Supplemental Indenture are inserted for convenience of reference and shall not be deemed a part thereof.

Section 3.5 Counterparts. This First Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed as of the day and year first above written.

RECKSON OPERATING PARTNERSHIP, L.P.

By: Wyoming Acquisition GP LLC,
its general partner

By: /s/ Matthew J. DiLiberto
Name: Matthew J. DiLiberto
Title: Treasurer

SL GREEN REALTY CORP.

By: /s/ Matthew J. DiLiberto
Name: Matthew J. DiLiberto
Title: Chief Financial Officer

SL GREEN OPERATING PARTNERSHIP, L.P.

By: SL Green Realty Corp.,
its general partner

By: /s/ Matthew J. DiLiberto
Name: Matthew J. DiLiberto
Title: Chief Financial Officer

**THE BANK OF NEW YORK MELLON
as Trustee**

By: /s/ Laurence J. O'Brien
Name: Laurence J. O'Brien
Title: Vice President

SL GREEN REALTY CORP.

SL GREEN OPERATING PARTNERSHIP, L.P.

as Co-Obligors

and

THE BANK OF NEW YORK MELLON,

as Trustee

THIRD SUPPLEMENTAL INDENTURE

Dated as of December 28, 2018

to Indenture Dated as of August 5, 2011

THIRD SUPPLEMENTAL INDENTURE, dated as of December 28, 2018 (this “Third Supplemental Indenture”), among SL GREEN REALTY CORP., a corporation duly organized and existing under the laws of the State of Maryland (hereinafter called “SL Green”), SL GREEN OPERATING PARTNERSHIP, L.P., a limited partnership duly organized and existing under the laws of the State of Delaware (hereinafter called “SL Green OP” and, together with SL Green, the “Remaining Co-Obligors”), each having its principal executive office located at 420 Lexington Avenue, New York, New York 10170, and The Bank of New York Mellon (hereinafter called the “Trustee”), having its Corporate Trust Office located at 500 Ross Street, 12th Floor, Pittsburgh, PA 15262, supplementing the Indenture, dated as of August 5, 2011, between the Remaining Co-Obligors, RECKSON OPERATING PARTNERSHIP, L.P., a limited partnership duly organized and existing under the laws of the State of Delaware (hereinafter called the “Former Co-Obligor”), and the Trustee (the “Existing Indenture”), which is supplemented by that certain Second Supplemental Indenture, dated as of November 15, 2012, among the Remaining Co-Obligors, the Former Co-Obligor and the Trustee (the “Second Supplemental Indenture,” together with the Existing Indenture and this Third Supplemental Indenture, the “Indenture”).

RECITALS

WHEREAS, the Remaining Co-Obligors and the Former Co-Obligor previously issued the 4.50% Senior Notes due 2022 (the “Notes”) and the Notes constitute the only series of securities outstanding under the Indenture;

WHEREAS, pursuant to Section 6.04(c) of the Existing Indenture, SL Green OP desires to directly assume the due and punctual payment of the principal of, any premium and interest on all the Notes and the performance of every covenant of the Indenture on the part of the Former Co-Obligor to be performed or observed, and to release the Former Co-Obligor from all of the obligations and covenants with respect to the Notes;

WHEREAS, Section 7.1(l) of the Second Supplemental Indenture provides that, when authorized by or pursuant to a Board Resolution, the Remaining Co-Obligors and the Trustee (without the consent of the Holders of the Notes) may at any time and from time to time enter into one or more indentures supplemental thereto, to effect the assumption by a Co-Obligor pursuant to the Indenture;

WHEREAS, all things necessary to make this Third Supplemental Indenture a valid and legally binding agreement of the Remaining Co-Obligors, in accordance with its terms, have been done.

NOW, THEREFORE, THIS THIRD SUPPLEMENTAL INDENTURE WITNESSETH:

That, in consideration of the premises and the agreements herein, for the equal and proportionate benefit of all of the present and future Holders of the Notes, each party agrees and covenants as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions of Terms. All capitalized terms contained in this Third Supplemental Indenture shall, except as specifically provided for herein and except as the context may otherwise require, have the meanings given to such terms in the Existing Indenture, as supplemented by the Second Supplemental Indenture (together, the “Existing Indenture”). In the event of any inconsistency between the Existing Indenture and this Third Supplemental Indenture, this Third Supplemental Indenture shall govern.

ARTICLE II

ASSUMPTION AND RELEASE

Section 2.1 Assumption of Obligations. Pursuant to Section 6.04(c) of the Existing Indenture, SL Green OP directly assumes the due and punctual payment of the principal of, any premium and interest on all the Notes and the performance of every covenant of the Indenture on the part of the Former Co-Obligor to be performed or observed, and shall succeed to, and is substituted for and may exercise every right and power of, the Former Co-Obligor under the Notes and the Indenture with the same effect as if SL Green OP had been the issuer of the Notes.

Section 2.2 Release of Former Co-Obligor. Pursuant to Section 6.04(c) of the Existing Indenture, due to the assumption of obligations set forth in Section 2.1 hereof, all of the Former Co-Obligor’s obligations under the Indenture and the Notes shall hereby cease, and the Former Co-Obligor shall hereby be released from all obligations and covenants under the Indenture and the Notes.

ARTICLE III

MISCELLANEOUS

Section 3.1 Responsibility for Recitals, Etc. The recitals herein shall be taken as the statements of the Remaining Co-Obligors, and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representations as to the validity or sufficiency of this Third Supplemental Indenture.

Section 3.2 Governing Law. This Third Supplemental Indenture shall be governed by and construed in accordance with the laws of the state of New York.

Section 3.3 Indenture Remains in Full Force and Effect. This Third Supplemental Indenture shall form a part of the Indenture for all purposes and, except as supplemented or amended hereby, all other provisions in the Indenture and the Notes to the extent not inconsistent with the terms and provisions of this Third Supplemental Indenture, shall remain in full force and effect. All of the provisions contained in the Indenture in respect to the rights, privileges, immunities, powers and duties of the Trustee shall be applicable in respect of this Third Supplemental Indenture as fully and with like effect as if set forth herein in full.

Section 3.4 Headings. The headings of the Articles and Sections of this Third Supplemental Indenture are inserted for convenience of reference and shall not be deemed a part thereof.

Section 3.5 Counterparts. This Third Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Third Supplemental Indenture to be duly executed as of the day and year first above written.

SL GREEN REALTY CORP.

By: /s/ Matthew J. DiLiberto
Name: Matthew J. DiLiberto
Title: Chief Financial Officer

SL GREEN OPERATING PARTNERSHIP, L.P.

By: SL Green Realty Corp.,
its general partner

By: /s/ Matthew J. DiLiberto
Name: Matthew J. DiLiberto
Title: Chief Financial Officer

**THE BANK OF NEW YORK MELLON
as Trustee**

By: /s/ Laurence J. O'Brien
Name: Laurence J. O'Brien
Title: Vice President
