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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549**

**SCHEDULE 14A**

Proxy Statement Pursuant to Section 14(a) of  
the Securities Exchange Act of 1934 (Amendment No.        )

Filed by the Registrant

Filed by a Party other than the Registrant

Check the appropriate box:

- Preliminary Proxy Statement
- Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**
- Definitive Proxy Statement
- Definitive Additional Materials
- Soliciting Material under §240.14a-12

**SL GREEN REALTY CORP.**

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(Name of Registrant as Specified In Its Charter)

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(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

- No fee required.
- Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.
  - (1) Title of each class of securities to which transaction applies:  
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  - (3) Filing Party:  
\_\_\_\_\_
  - (4) Date Filed:  
\_\_\_\_\_

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SL GREEN REALTY CORP.  
420 Lexington Avenue  
New York, New York 10170-1881



NOTICE OF ANNUAL MEETING OF STOCKHOLDERS  
to be held on June 4, 2015

Dear Stockholder:

You are invited to attend the 2015 annual meeting of stockholders of SL Green Realty Corp., a Maryland corporation, which will be held on Thursday, June 4, 2015 at 11:00 a.m., local time, at Convene, 730 Third Avenue, New York, New York, 10017. The annual meeting will be held for the following purposes:

1. To elect the two Class III director nominees named in the proxy statement to serve on our Board of Directors for a three-year term and until their successors are duly elected and qualify;
2. To hold an advisory vote on executive compensation; and
3. To ratify the appointment of Ernst & Young LLP as our independent registered public accounting firm for the fiscal year ending December 31, 2015.

In addition, stockholders may be asked to consider and vote upon any other matters that may properly be brought before the annual meeting and at any adjournments or postponements thereof.

Any action may be taken on the foregoing matters at the annual meeting on the date specified above, or on any date or dates to which the annual meeting may be adjourned, or to which the annual meeting may be postponed.

Our Board of Directors has fixed the close of business on March 31, 2015 as the record date for determining the stockholders entitled to notice of, and to vote at, the annual meeting and at any adjournments or postponements thereof.

*We make proxy materials available to our stockholders on the Internet. You can access proxy materials at <http://www.proxyvote.com>. You also may authorize your proxy via the Internet or by telephone by following the instructions on that website. In order to authorize your proxy via the Internet or by telephone you must have the stockholder identification number that appears on the enclosed Notice of Internet Availability of Proxy Materials. You also may request a paper or an e-mail copy of our proxy materials and a paper proxy card by following the instructions included in the Notice of Internet Availability of Proxy Materials.*

By Order of our Board of Directors,

A handwritten signature in black ink that reads 'Andrew S. Levine'.

Andrew S. Levine  
Secretary

**Important Notice Regarding the Availability of Proxy Materials for  
the Stockholder Meeting to be Held on June 4, 2015.**

**This proxy statement and our 2014 Annual Report to Stockholders  
are available at <http://www.proxyvote.com>**

New York, New York  
April 24, 2015

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Whether or not you plan to attend the annual meeting, please carefully read the proxy statement and other proxy materials and complete a proxy for your shares as soon as possible. You may authorize your proxy via the Internet or by telephone by following the instructions on the website indicated in the Notice of Internet Availability of Proxy Materials that you received in the mail. You also may request a paper or an e-mail copy of our proxy materials and a paper proxy card at any time. If you attend the annual meeting, you may vote in person if you wish, even if you previously have submitted your proxy. However, please note that if your shares are held of record by a bank, broker or other nominee and you wish to vote in person at the annual meeting, you must obtain a proxy issued in your name from such bank, broker or other nominee.

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**SL GREEN REALTY CORP.**  
420 Lexington Avenue  
New York, New York 10170-1881

**PROXY STATEMENT**

**FOR OUR 2015 ANNUAL MEETING OF STOCKHOLDERS  
to be held on June 4, 2015**

These proxy materials are being made available in connection with the solicitation of proxies by the Board of Directors, or the Board, of SL Green Realty Corp., a Maryland corporation, for use at our 2015 annual meeting of stockholders to be held on Thursday, June 4, 2015, at 11:00 a.m., local time, at Convene, 730 Third Avenue, New York, New York, 10017, or at any postponement or adjournment of the annual meeting. References in this proxy statement to "we," "us," "our," "ours," and the "Company" refer to SL Green Realty Corp., unless the context otherwise requires. This proxy statement and a form of proxy have been made available to our stockholders on the Internet and the Notice of Internet Availability of Proxy Materials has been mailed to stockholders on or about April 24, 2015.

**QUESTIONS AND ANSWERS ABOUT THE ANNUAL MEETING**

**Who is entitled to vote at the annual meeting?**

Holders of record of our common stock, \$0.01 par value per share, at the close of business on March 31, 2015, the record date for the annual meeting, are entitled to receive notice of the annual meeting and to vote at the annual meeting. If you are a holder of record of our common stock as of the record date, you may vote the shares that you held on the record date even if you sell such shares after the record date. Each outstanding share as of the record date entitles its holder to cast one vote for each matter to be voted upon and, with respect to the election of directors, one vote for each director to be elected. Stockholders do not have the right to cumulate voting for the election of directors.

**What is the purpose of the annual meeting?**

At the annual meeting, you will be asked to vote on the following proposals:

- *Proposal 1:* the election of the two Class III director nominees named in this proxy statement to serve on our Board of Directors for a three-year term and until their successors are duly elected and qualify;
- *Proposal 2:* the approval of an advisory resolution approving the compensation of our named executive officers as disclosed in this proxy statement pursuant to Item 402 of Regulation S-K; and
- *Proposal 3:* the ratification of the appointment of Ernst & Young LLP as our independent registered public accounting firm for the fiscal year ending December 31, 2015.

You also may be asked to consider and act upon any other matters that may properly be brought before the annual meeting and at any adjournments or postponements thereof.

**What constitutes a quorum?**

The presence, in person or by proxy, of holders of a majority of the total number of outstanding shares entitled to vote at the annual meeting is necessary to constitute a quorum for the transaction of any business at the annual meeting. As of the record date, there were 99,532,817 shares outstanding and entitled to vote at the annual meeting.

Each share of common stock outstanding on the record date is entitled to one vote on each matter properly submitted at the annual meeting and, with respect to the election of directors, one vote for each director to be elected. Abstentions and "broker non-votes" (i.e., shares represented at the meeting

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held by brokers, as to which instructions have not been received from the beneficial owners or persons entitled to vote such shares and with respect to which, on a particular matter, the broker does not have discretionary voting power to vote such shares) will be counted for purposes of determining whether a quorum is present for the transaction of business at the annual meeting.

### **What vote is required to approve each proposal?**

In respect of Proposal 1, a plurality of all of the votes cast with respect to the election of directors is required for the election of directors. In addition, our Policy on Majority Voting sets forth our procedures if a nominee is elected but receives a majority of "withheld" votes. In an uncontested election, any nominee for director who receives a greater number of votes "withheld" from his or her election than votes "for" such election is required, within ten business days, to tender his or her resignation. Our Nominating and Corporate Governance Committee is required to make a recommendation to the Board with respect to the resignation. The Board is required to take action with respect to this recommendation and to disclose its decision and, if applicable, the Board's reasons for rejecting the tendered resignation. The policy is described more fully below under the caption "Corporate Governance Matters—Policy on Majority Voting." Broker non-votes with respect to Proposal 1 are not counted as votes cast, and therefore, will have no effect on the election of directors.

A majority of all of the votes cast with respect to the proposal is required for approval of each of Proposals 2 and 3. In respect of these proposals, abstentions and broker non-votes are not counted as votes cast, and therefore will have no effect on the votes for these proposals.

### **Can I change my vote after I submit my proxy card?**

If you cast a vote by proxy, you may revoke it at any time before it is voted by:

- filing a written notice revoking the proxy with our Secretary at our address;
- properly signing and forwarding to us a proxy with a later date; or
- appearing in person and voting by ballot at the annual meeting.

If you attend the annual meeting, you may vote in person whether or not you previously have given a proxy, but your presence (without further action) at the annual meeting will not constitute revocation of a previously given proxy. Unless you have received a legal proxy to vote the shares, if you hold your shares through a bank, broker or other nominee, that is, in "street name," only that bank, broker or other nominee can revoke your proxy on your behalf.

You may revoke a proxy for shares held by a bank, broker or other nominee by submitting new voting instructions to the bank, broker or other nominee or, if you have obtained a legal proxy from the bank, broker or other nominee giving you the right to vote the shares at the annual meeting, by attending the annual meeting and voting in person.

### **How do I vote?**

*Voting in Person at the Annual Meeting.* If you hold your shares in your own name as a holder of record with our transfer agent, Computershare, and attend the annual meeting, you may vote in person at the annual meeting. If your shares are held by a bank, broker or other nominee, that is, in "street name," and you wish to vote in person at the annual meeting, you will need to obtain a "legal proxy" from the bank, broker or other nominee that holds your shares of record.

*Voting by Proxy.* You should submit your proxy or voting instructions as soon as possible. You can vote by valid proxy received by telephone, electronically via the Internet or by mail. The deadline for



voting by telephone or electronically via the Internet is 11:59 p.m., Eastern Daylight Time, on June 3, 2015. If voting by mail, you must:

- indicate your instructions on the proxy;
- date and sign the proxy;
- promptly mail the proxy in the enclosed envelope; and
- allow sufficient time for the proxy to be received before the date of the annual meeting.

If your shares are held in "street name" such as in a stock brokerage account, by a bank or other nominee, please follow the instructions you received from your broker or with respect to the voting of your shares.

If you have any questions regarding how to authorize your proxy by telephone or via the Internet, please call MacKenzie Partners, Inc., toll-free at (800) 322-2885 or collect at (212) 929-5500.

Even if you plan to attend the annual meeting, we recommend that you submit a proxy to vote your shares in advance so that your vote will be counted if you later are unable to attend the annual meeting.

#### **How is my vote counted?**

If you authorize your proxy to vote your shares electronically via the Internet or by telephone, or, if you received a proxy card by mail and you properly marked, signed, dated and returned it, the shares that the proxy represents will be voted in the manner specified on the proxy. If no specification is made, your shares will be voted "for" the election of the nominees for the Class III directors named in this proxy statement, "for" advisory approval of the compensation of our named executive officers and "for" ratification of the appointment of Ernst & Young LLP as our independent registered public accounting firm for the fiscal year ending December 31, 2015. It is not anticipated that any matters other than those set forth in this proxy statement will be presented at the annual meeting. If other matters are presented, proxies will be voted in accordance with the discretion of the proxy holders.

#### **How does the Board recommend that I vote on each of the proposals?**

The Board recommends that you vote:

- **FOR Proposal 1:** the election of John H. Alschuler and Stephen L. Green as Class III directors to serve on our Board of Directors for a three-year term and until their successors are duly elected and qualify;
- **FOR Proposal 2:** the approval of an advisory resolution approving the compensation of our named executives officers as disclosed in this proxy statement pursuant to Item 402 of Regulation S-K; and
- **FOR Proposal 3:** the ratification of the appointment of Ernst & Young LLP as our independent registered public accounting firm for the fiscal year ending December 31, 2015.

#### **What other information should I review before voting?**

Our 2014 annual report, including financial statements for the fiscal year ended December 31, 2014, is being made available to you along with this proxy statement. You may obtain, free of charge, copies of our 2014 annual report and our Annual Report on Form 10-K for the fiscal year ended December 31, 2014, which contains additional information about the Company, on our website at <http://www.slgreen.com> or by directing your request in writing to SL Green Realty Corp., 420 Lexington Avenue, New York, New York 10170-1881, Attention: Investor Relations. The 2014 annual report and

the Annual Report on Form 10-K, however, are not part of the proxy solicitation materials, and the information found on, or accessible through, our website is not incorporated into, and does not form a part of, this proxy statement or any other report or document we file with or furnish to the SEC.

**Who is soliciting my proxy?**

**This solicitation of proxies is made by and on behalf of the Board.** We will pay the cost of the solicitation of proxies. We have retained MacKenzie Partners, Inc. at an aggregate estimated cost of \$10,000, plus out-of-pocket expenses, to assist in the solicitation of proxies. In addition to the solicitation of proxies by mail, our directors, officers and employees may solicit proxies personally or by telephone.

**How do I change how I receive proxy materials in the future?**

Instead of receiving a Notice of Internet Availability of Proxy Materials in the mail for future meetings, stockholders may elect to receive links to proxy materials by e-mail or to receive a paper copy of the proxy materials and a paper proxy card by mail. If you elect to receive proxy materials by e-mail, you will not receive proxy materials in the mail (including, if applicable, a Notice of Internet Availability of Proxy Materials). Instead, you will receive an e-mail with links to proxy materials and online voting. If you received a paper copy of the proxy materials in the mail, you can eliminate all such paper mailings (including, if applicable, a Notice of Internet Availability of Proxy Materials) in the future by electing to receive an e-mail that will provide Internet links to these documents. Opting to receive all future proxy materials online will save us the cost of producing and mailing such documents to you and help us conserve natural resources. You can change your election by directing your request in writing to SL Green Realty Corp., 420 Lexington Avenue, New York, New York 10170-1881, Attention: Investor Relations, by sending a blank e-mail with the 12-digit control number on your proxy card to [sendmaterial@proxyvote.com](mailto:sendmaterial@proxyvote.com), via the internet at <http://www.proxyvote.com> or by telephone at (800) 579-7639. Your election will remain in effect until you change it.

**No person is authorized on our behalf to give any information or to make any representations with respect to the proposals other than the information and the representations contained in this proxy statement, and, if given or made, such information and/or representations must not be relied upon as having been authorized.**

## PROPOSAL 1: ELECTION OF DIRECTORS

The Board currently consists of eight members and is divided into three classes. Directors in each class serve for a term of three years and until their successors are duly elected and qualify. The term of directors of one class expires at each annual meeting of stockholders.

At the annual meeting, two directors will be elected to serve until the 2018 annual meeting and until their successors are duly elected and qualify. The Board, upon the recommendation of the Nominating and Corporate Governance Committee, has nominated John H. Alschuler and Stephen L. Green for election to serve as its Class III directors. Messrs. Alschuler and Green currently are serving as Class III directors. Each of Messrs. Alschuler and Green has consented to being named in this proxy statement and to serve as a director if elected. However, if either of Messrs. Alschuler or Green is unable to accept election, proxies voted in favor of such nominee will be voted for the election of such other person as the Board nominates.

A plurality of all of the votes cast with respect to the election of directors, in person or by proxy, is required for the election of directors. Pursuant to our Policy on Majority Voting, in an uncontested election, any nominee for director who receives a greater number of votes withheld from his or her election than votes for such election is required, within ten business days, to tender his or her resignation. Our Nominating and Corporate Governance Committee is required to make a recommendation to the Board with respect to the resignation. The Board is required to take action with respect to this recommendation and to disclose its decision and, if applicable, the Board's reasons for rejecting the tendered resignation. The policy is described more fully below under the caption "Corporate Governance Matters—Policy on Majority Voting."

We will treat broker non-votes as shares that are present and entitled to vote for purposes of determining the presence or absence of a quorum. Broker non-votes do not constitute a vote "for" or "withheld" and will not be counted as votes cast. Therefore, broker non-votes will have no effect on this proposal, assuming a quorum is present.

The Board unanimously recommends a vote "FOR" the election of Messrs. Alschuler and Green.

### Information Regarding the Nominees and the Continuing Directors

The following table and biographical descriptions set forth certain information with respect to the nominees for election as Class III directors at the 2015 annual meeting and the continuing Class I and Class II directors whose terms expire at the annual meetings of stockholders in 2016 and 2017, respectively, based upon information furnished by each director.

<u>Name</u>	<u>Age</u>	<u>Director Since</u>
<b>Class III Nominees (terms will expire in 2018)</b>		
John H. Alschuler	67	1997
Stephen L. Green	77	1997
<b>Class I Continuing Directors (terms will expire in 2016)</b>		
Edwin Thomas Burton, III.	72	1997
Craig M. Hatkoff	61	2011
Andrew W. Mathias	41	2014
<b>Class II Continuing Directors (terms will expire in 2017)</b>		
Marc Holliday	48	2001
John S. Levy	79	1997
Betsy Atkins	61	2015

### **Class III Nominees—Terms Will Expire in 2018**

**John H. Alschuler** has served as one of our directors since 1997 and serves as our Lead Independent Director. Since 2008, Mr. Alschuler has been the Chairman of HR&A Advisors Inc., an economic development, real-estate and public policy consulting organization. Mr. Alschuler also is an Adjunct Associate Professor at Columbia University, where he teaches real estate development at the Graduate School of Architecture, Planning & Preservation. Mr. Alschuler currently serves on the Board of Directors of Xenia Hotels and Resorts, the Center for an Urban Future, a Section 501(c)(3) tax-exempt organization, and Friends of the High Line Inc., a Section 501(c)(3) tax-exempt organization. Mr. Alschuler received a B.A. degree from Wesleyan University and an Ed.D. degree from the University of Massachusetts at Amherst. Mr. Alschuler's achievements in academia and business, as well as his extensive knowledge of commercial real estate, New York City's economy, commercial and other markets in New York City and national and international markets for real estate, and his expertise in inter-governmental relations, allow him to assess the real estate market and the Company's business from a knowledgeable and informed perspective, from which he provides valuable insights into the Company's business. Mr. Alschuler is 67 years old.

**Stephen L. Green** has served as our Chairman and a member of the Board since 1997 and serves as the Chairman of our Executive Committee. Mr. Green serves as an executive officer, working in conjunction with our Chief Executive Officer, overseeing our long-term strategic direction. Mr. Green formerly served as our Chief Executive Officer. Mr. Green founded our predecessor, S.L. Green Properties, Inc., in 1980. Prior to our initial public offering in 1997, Mr. Green had been involved in the acquisition of over 50 Manhattan office buildings containing in excess of 10.0 million square feet. Mr. Green also served as Chairman of the Board of Gramercy Property Trust, Inc. f/k/a Gramercy Capital Corp., or Gramercy, from August 2004 through June 2009. Mr. Green is an at-large member of the Executive Committee of the Board of Governors of the Real Estate Board of New York and previously has served as Chairman of the Real Estate Board of New York's Tax Committee. Mr. Green also served as a member of the Board of Directors of Stemedica Cell Technologies, Inc. from August 2007 through April 2009. Mr. Green currently serves as a member of the Board of Directors of Streetsquash, Inc., a Section 501(c)(3) tax-exempt organization. Mr. Green also served as a member of the board of trustees of the NYU Langone Medical Center. Mr. Green received a B.A. degree from Hartwick College and a J.D. degree from Boston College Law School. In addition to his industry-wide reputation, Mr. Green's extensive skills and experience in real estate, including founding our predecessor, provide him with invaluable knowledge of and expertise in our business and industry. This experience, particularly his experience having led our predecessor and the Company, contributes depth and context to the Board's discussions of the Company's business. Mr. Green is 77 years old.

### **Class I Continuing Directors—Terms Will Expire in 2016**

**Edwin Thomas Burton, III** has served as one of our directors since 1997. Mr. Burton is a Professor of Economics at the University of Virginia, and has held teaching positions at York College, Rice University and Cornell University, and has written and lectured extensively in the field of Economics. Mr. Burton has also served as a member of the Board of Trustees of the Virginia Retirement System for state and local employees of the Commonwealth of Virginia from 1994 to 2001 and then again from 2004 to 2014, and served as its Chairman from 1997 until March 2001. Mr. Burton also serves as a consultant to numerous companies on investment strategy and investment banking. From 1994 until 1995, Mr. Burton served as Senior Vice President, Managing Director and director of Interstate Johnson Lane, Incorporated, an investment banking firm, where he was in charge of the Corporate Finance and Public Finance Divisions. From 1987 to 1994, Mr. Burton served as President of Rothschild Financial Services, Incorporated (a subsidiary of Rothschild, Inc. of North America), an investment banking company headquartered in New York City that is involved in proprietary trading, securities lending and other investment activities. Mr. Burton also served as a consultant to the

American Stock Exchange from 1985 until 1986 and a senior vice president with Smith Barney (or its corporate predecessor) from 1976 until 1984. Since 2004, Mr. Burton has served as a member of the Board of Directors of Chase Investors, a privately-held registered investment advisor. Mr. Burton also has served as a member of the Board of Directors of Capstar Hotel Company, a publicly-traded hotel company, Virginia National Bank, a publicly-traded commercial bank, and SNL Securities, a private securities data company. Mr. Burton received a B.A. degree in Economics from Rice University and a Ph.D. degree in Economics from Northwestern University. In addition to his experience in academia as a seasoned professor of economics, Mr. Burton's extensive skills and experience in corporate governance, financial, compensation and legal matters allow him to provide valuable financial expertise and insights into the Company's business. Mr. Burton is 72 years old.

**Craig M. Hatkoff** has served as a member of our Board of Directors since January 2011. Mr. Hatkoff has been active in commercial real estate and community development for more than two decades. He spent 11 years at Chemical Bank, as Co-Head of the real estate investment banking unit, and was a pioneer in commercial mortgage securitization. Mr. Hatkoff was a Co-Founder and Managing Partner of Victor Capital Group, L.P. until it was later acquired by Capital Trust, Inc., where he served as Vice-Chairman and Chairman of the Executive Committee. He left in 2000 to pursue other entrepreneurial and civic endeavors but served as a Director of Capital Trust, Inc., a private real estate investment bank specializing in advisory services, investment management and debt and equity placements, from 1996 until early 2010. Mr. Hatkoff is a co-founder of Tribeca Enterprises, a diversified company best known for New York City's annual Tribeca Film Festival. Mr. Hatkoff is also presently Chairman of Turtle Pond Publications, LLC, and serves on the boards of a number of non-profit organizations including the Tribeca Film Institute which he co-founded, the Desmond Tutu Peace Foundation, Richard Leakey's Wildlife Direct, the Child Mind Institute, The Rock and Roll Hall of Fame, Sesame Workshop, Scholastic's Alliance for Young Artists and Writers and the Borough of Manhattan Community College Foundation. Mr. Hatkoff is the founder of both the Disruptor Foundation and the Owen and Mzee Foundation. Mr. Hatkoff is also on the Board of Directors of Taubman Centers, Inc., where he has served since 2004. From 2002 to 2005, Mr. Hatkoff served as a trustee of the New York City School Construction Authority, the agency responsible for the construction of all public schools in New York City. Mr. Hatkoff's strong background in commercial real estate and real estate finance is well known and respected throughout the New York real estate industry. Mr. Hatkoff's deep understanding of the New York City real estate market matches well with SL Green's core investment and operational focus. Mr. Hatkoff is 61 years old.

**Andrew W. Mathias** has served as our President since April 2007 and as one of our directors since June 2014. Mr. Mathias joined the Company in March 1999 as Vice President and was promoted to Director of Investments in 2002, a position he held until his promotion to Chief Investment Officer in January 2004, a position that he held until January 2011. In October 2008, Mr. Mathias stepped down from his position as Chief Investment Officer of Gramercy, a position he had held since August 2004. Prior to joining the Company, Mr. Mathias worked at Capital Trust, Inc. and its predecessor, Victor Capital Group, L.P. Mr. Mathias also worked on the high yield and restructuring desk at Bear Stearns and Co. Mr. Mathias received a B.S. degree in Economics from the Wharton School at the University of Pennsylvania. Mr. Mathias is 41 years old.

#### **Class II Continuing Directors—Terms Will Expire in 2017**

**Betsy Atkins** has served as one of our directors since April 2015. Ms. Atkins has served as the Chief Executive Officer of Baja LLC, an independent venture capital firm focused on technology, renewable energy and life sciences industries, since 1994. Ms. Atkins served as Chief Executive Officer and Chairman of the board of directors of Clear Standards, Inc., a provider of enterprise carbon management and sustainability solutions, from February 2009 until August 2009 when Clear Standards was acquired by SAP AG, a business software company. Previously, Ms. Atkins served as Chairman and

Chief Executive Officer of NCI, Inc., a functional food/nutraceutical company, from 1991 through 1993. Ms. Atkins was a co-founder of Ascend Communications, Inc. in 1989 and a member of its board of directors, and served as its Executive Vice President of sales, marketing, professional services and international operations prior to its acquisition by Lucent Technologies. Ms. Atkins served on the boards of directors of Towers Watson & Co. from January 2010 to November 2010, Reynolds American Inc. from July 2004 to June 2010, SunPower Corporation from October 2005 to August 2012 and Chico's FAS, Inc. from January 2004 to July 2013, Ciber, Inc. from July 2014 to October 2014 and has served on the boards of directors of Polycom, Inc. since April 1999, Schneider Electric, SA since April 2011, HD Supply, Inc. since September 2013, Darden Restaurants, Inc. since 2014, as well as the boards of a number of private companies. Ms. Atkins is also an advisor to SAP, was formerly an advisor to British Telecom and was a presidential-appointee to the Pension Benefit Guaranty Corporation advisory committee. Ms. Atkins holds a B.A. from the University of Massachusetts. Ms. Atkins has deep expertise in many areas, including executive leadership and operational experience in various technology, durable goods, energy efficiency infrastructure and retail industries, as well as significant public board experience, which gives her broad experience and thought leadership in corporate governance matters generally, including executive compensation and evolving best practices in sustainability and enterprise risk management. Ms. Atkins is 61 years old.

**Marc Holliday** has served as our Chief Executive Officer since January 2004 and as one of our directors since December 2001. He also serves as a member of our Executive Committee. Mr. Holliday stepped down as our President in April 2007, when Andrew Mathias, our current President, was promoted to that position. Mr. Holliday joined the Company as Chief Investment Officer in July 1998. In October 2008, Mr. Holliday stepped down from his positions of President and Chief Executive Officer of Gramercy, positions he had held since August 2004. Mr. Holliday also served as a director of Gramercy from 2004 until September 2014. Prior to joining the Company, Mr. Holliday was Managing Director and Head of Direct Originations for New York-based Capital Trust Inc., a mezzanine finance company, where he was in charge of originating direct principal investments for the firm, consisting of mezzanine debt, preferred equity and first mortgages. From 1991 to 1997, Mr. Holliday served in various management positions, including Senior Vice President, at Capital Trust, Inc.'s predecessor, Victor Capital Group, L.P. Mr. Holliday serves as a member of the Board of Directors of NYRA and Columbia University and is also an executive officer and sits on the Board of the Real Estate Board of New York. Mr. Holliday received a B.S. degree in Business and Finance from Lehigh University in 1988 and an M.S. degree in Real Estate Development from Columbia University in 1990. Mr. Holliday's extensive experience and skills in real estate and finance, as well as his role as Chief Executive Officer of the Company, provide him with valuable knowledge of and expertise in our business and industry. Furthermore, Mr. Holliday's presence on the Board facilitates communication between the Board and the Company's senior management. Mr. Holliday is 48 years old.

**John S. Levy** has served as one of our directors since 1997. Mr. Levy retired from Lehman Brothers Inc. in 1995. From 1983 until 1995, at Lehman Brothers (or its predecessors), he served as Managing Director and Chief Administrative Officer of the Financial Services Division, Senior Executive Vice President and Co-Director of the International Division and Managing Partner of the Equity Securities Division. Mr. Levy was associated with A.G. Becker Incorporated (or its predecessors) from 1960 until 1983, where he served as Managing Director of the Execution Services Division, Vice President-Manager of Institutional and Retail Sales, Manager of the Institutional Sales Division, Manager of the New York Retail Office and a Registered Representative. Mr. Levy received a B.A. degree from Dartmouth College. Mr. Levy's extensive skills, experience and sophistication in corporate governance, financial, compensation, legal and commercial matters, including his corporate finance expertise developed at Lehman Brothers, allow him to provide valuable insights into the Company's business and finances. Mr. Levy is 79 years old.

## Biographical Information Regarding Executive Officers Who Are Not Directors

**Matthew J. DiLiberto** joined the Company in September 2004 and currently serves as the Company's Chief Financial Officer overseeing the finance, accounting, tax, investor relations and corporate capital markets functions of the organization. Mr. DiLiberto previously served as the Company's Chief Accounting Officer & Treasurer. From June 2000 to September 2004, Mr. DiLiberto was with Roseland, New Jersey-based Chelsea Property Group, now a division of Simon Property Group, a REIT focused on the development and ownership of premium outlet centers, where he was a Controller and Director of Information Management. From August 1998 to June 2000, Mr. DiLiberto worked at New York-based Vornado Realty Trust, a diversified REIT with ownership interests in office, retail, and other property types, where he worked as a Senior Financial Analyst focusing on accounting and controls as well as the preparation of high level management reports and SEC filings. Prior to joining Vornado Realty Trust Mr. DiLiberto worked as a Business Assurance Associate at Coopers and Lybrand, LLP (now PricewaterhouseCoopers LLP). Mr. DiLiberto received a B.S. degree in Accounting from The University of Scranton. Mr. DiLiberto is 40 years old.

**Andrew S. Levine** has served as our Chief Legal Officer since April 2007 and as our General Counsel, Executive Vice President and Secretary since November 2000. Prior to joining the Company, Mr. Levine was a partner in the REIT and Real Estate Transactions and Business groups at the law firm of Pryor, Cashman, Sherman & Flynn, LLP. Prior to joining Pryor, Cashman, Sherman & Flynn, LLP, Mr. Levine was a partner at the law firm of Dreyer & Traub. Mr. Levine received a B.A. degree from the University of Vermont and a J.D. degree from Rutgers School of Law, where Mr. Levine was an Editor of the Law Review. Mr. Levine is 56 years old.

## The Board and its Committees

The Board held five meetings during fiscal year 2014 and all directors attended 75% or more of the board of directors meetings and meetings of the committees on which they served during the periods they served.

The Board has four standing committees: an Audit Committee, a Compensation Committee, a Nominating and Corporate Governance Committee and an Executive Committee. The current charters for each of the Audit Committee, Compensation Committee and Nominating and Corporate Governance Committee are available on our corporate website at [www.slgreen.com](http://www.slgreen.com) under the "Investors—Corporate Governance" section. Further, we will provide a copy of these charters without charge to each stockholder upon written request. Requests for copies should be addressed to Andrew S. Levine, Secretary, at SL Green Realty Corp., 420 Lexington Avenue, New York, New York 10170-1881. From time to time, the Board also may create additional committees for such purposes as the Board may determine.

**Audit Committee.** Our Audit Committee consists of John H. Alschuler, Edwin Thomas Burton, III (Chairman) and John S. Levy, each of whom is "independent" within the meaning of the rules of the NYSE and the SEC and each of whom meets the financial literacy standard required by the rules of the NYSE. The Board has determined that Mr. Burton is an "audit committee financial expert" as defined in the rules promulgated by the SEC under the Sarbanes-Oxley Act of 2002, as amended. Our Audit Committee's primary purpose is to select and appoint our independent registered public accounting firm and to assist the Board in its oversight of the integrity of the Company's financial statements; the Company's compliance with legal and regulatory requirements; the qualifications and independence of the registered public accounting firm employed by the Company for the audit of the Company's financial statements; the performance of the people responsible for the Company's internal audit function; and the performance of the Company's independent registered public accounting firm. Our Audit Committee also prepares the report that the rules of the SEC require be included in this proxy statement and provides an open avenue of communication among the

Company's independent registered public accounting firm, its internal auditors, its management and the Board. Our management is responsible for the preparation, presentation and integrity of our financial statements and for the effectiveness of internal control over financial reporting. Management is responsible for maintaining appropriate accounting and financial reporting principles and policies and internal controls and procedures that provide for compliance with accounting standards and applicable laws and regulations. Our independent registered public accounting firm is responsible for planning and carrying out a proper audit of our annual financial statements prior to the filing of our Annual Report on Form 10-K, reviewing our quarterly financial statements prior to the filing of each Quarterly Report on Form 10-Q and annually auditing the effectiveness of our internal control over financial reporting and other procedures. Our Audit Committee held 10 meetings during fiscal year 2014. Additional information regarding the functions performed by our Audit Committee is set forth in the "Audit Committee Report" included in this annual proxy statement.

**Compensation Committee.** Our Compensation Committee consists of John H. Alschuler (Chairman), Edwin Thomas Burton, III and John S. Levy, each of whom is "independent" within the meaning of the rules of the NYSE. Our Compensation Committee's primary purposes are to determine how the Company's Chief Executive Officer should be compensated; to administer the Company's employee benefit plans and executive compensation programs; to determine compensation of our executive officers other than our Chief Executive Officer; and to produce the report on executive compensation that is required to be included in this proxy statement. With respect to the compensation of our executive officers, our Compensation Committee solicits recommendations from our Chief Executive Officer regarding total compensation for all executive officers other than the Chief Executive Officer and reviews his recommendations in terms of total compensation and the allocation of such compensation among base salary, annual bonus amounts and other long-term incentive compensation as well as the allocation of such items between cash and equity compensation. Our Compensation Committee has retained Gressle & McGinley LLC as its independent outside compensation consulting firm and has engaged Gressle & McGinley LLC to provide our Compensation Committee with relevant data concerning the marketplace, our peer group and its own independent analysis and recommendations concerning executive compensation. Gressle & McGinley LLC regularly participates in Compensation Committee meetings. See "Executive Compensation—Compensation Discussion and Analysis." Our Compensation Committee held five meetings during fiscal year 2014.

**Nominating and Corporate Governance Committee.** Our Nominating and Corporate Governance Committee consists of John H. Alschuler, Edwin Thomas Burton, III, Craig M. Hatkoff and John S. Levy (Chairman), each of whom is "independent" within the meaning of the rules of the NYSE. Our Nominating and Corporate Governance Committee's primary purposes are to identify individuals qualified to fill vacancies or newly-created positions on the Board; to recommend to the Board the persons it should nominate for election as directors at annual meetings of the Company's stockholders; to recommend directors to serve on all committees of the Board; and to develop and recommend to the Board governance principles applicable to the Company. Our Nominating and Corporate Governance Committee held one meeting during fiscal year 2014.

**Executive Committee.** Subject to the supervision and oversight of the Board, our Executive Committee, which consists of Stephen L. Green (Chairman), Marc Holliday and John H. Alschuler, is responsible for, among other things, the approval of our acquisition, disposition and financing of investments; the authorization of the execution of certain contracts and agreements, including those relating to our borrowing of money; and the exercise, in general, of all other powers of the Board, except for such powers that require action by all directors or the independent directors under our articles of incorporation or bylaws or under applicable law. Our Executive Committee did not hold any meetings and did not take any actions by written consent during fiscal year 2014, as all matters within its authority were approved by the Board.



**Director Compensation**

Directors of the Company who are also employees receive no additional compensation for their services as directors. The following table sets forth information regarding the compensation paid to our non-employee directors during the fiscal year ended December 31, 2014.

<u>Name</u>	<u>Fees Earned or Paid in Cash(1)</u> <u>(\$)</u>	<u>Stock Awards(2)</u> <u>(\$)</u>	<u>Option Awards(3)</u> <u>(\$)</u>	<u>Total</u> <u>(\$)</u>
Edwin T. Burton, III	\$ 100,500	\$ 300,000	\$ —	\$ 400,500
John H. Alschuler	\$ 192,000	\$ 300,000	\$ —	\$ 492,000
John S. Levy	\$ 89,500	\$ 300,000	\$ —	\$ 389,500
Craig M. Hatkoff	\$ 60,500	\$ 300,000	\$ —	\$ 360,500

(1) Mr. Levy deferred all of his 2014 cash compensation and Mr. Alschuler and Mr. Hatkoff deferred \$67,500 and \$25,000, respectively, of their 2014 cash compensation pursuant to our Non-Employee Directors' Deferral Program. Mr. Burton elected to receive all of his 2014 cash compensation in the form of shares of our common stock. Accordingly, our non-employee directors received the following shares of our common stock or phantom stock units with respect to the portion of their 2014 cash compensation that they elected to defer or receive in stock, as applicable: Mr. Burton received 813 shares, Mr. Alschuler received 670 units, Mr. Levy received 764 units and Mr. Hatkoff received 249 units.

(2) Amounts shown reflect the full grant date fair value on the date of grant of shares of common stock or phantom stock units granted to the directors in 2014, excluding shares of common stock and phantom stock units credited in lieu of annual fees and meeting fees. At December 31, 2014, the aggregate number of unvested stock awards, consisting of unvested phantom stock units or shares of restricted stock, held by our non-employee directors was as follows: Mr. Burton—425 units; Mr. Alschuler—425 units; Mr. Levy—425 units; and Mr. Hatkoff—425 shares.

(3) There were no stock options granted to the board of directors in 2014. At December 31, 2014, the aggregate number of option awards held by our non-employee directors was as follows: Mr. Burton—6,000; Mr. Alschuler—26,500; Mr. Levy—56,500; and Mr. Hatkoff—20,500.

During the fiscal year ended December 31, 2014, each non-employee director was entitled to receive an annual fee of \$50,000 and our Lead Independent Director was entitled to receive an additional annual fee of \$85,000. The Chairman of our Audit Committee, the Chairman of our Compensation Committee, and the Chairman of our Nominating and Corporate Governance Committee were also entitled to receive additional annual fees of \$10,000, \$7,500 and \$5,000, respectively. Each non-employee director was also entitled to receive \$1,500 for each meeting of the Board or a committee of the Board that he attended, except that each member of our Audit Committee was entitled to receive a fee of \$4,000 per meeting for any special meetings of the Audit Committee held independently of Board meetings. The annual fees and meeting fees generally are payable quarterly in cash; provided that each director may elect to receive some or all of these fees in stock and, as noted below, may elect to defer some or all of these fees. Each non-employee director was also entitled to receive a stock grant valued at \$300,000 on the grant date, which shares were fully vested on such grant date.

Under our Non-Employee Directors' Deferral Program, our non-employee directors were entitled to elect to defer up to 100% of their annual fees, meeting fees and annual stock grant. At each director's election, cash fees deferred under the program could be credited in the form of either phantom stock units, account credits that accrue earnings or losses based on the 30-day LIBOR rate at the beginning of each month plus 2% (or based on such other rate or the performance of such investments as may be determined in advance by the Board) or measurement fund credits that track the performance of one or more open-ended mutual funds selected by the director. Stock grants deferred under the program are credited in the form of phantom stock units. Subject to limitations contained in the program, on a fixed date each quarter, a director may convert phantom stock units into account credits or measurement fund credits or vice versa or change the mutual funds that some or all of the director's measurement fund credits track. All cash fees credited as, and conversions of or

into, phantom stock units or measurement fund credits are based on the fair market value of our common stock or the applicable mutual fund on the date the cash fees otherwise would have been paid or the date of the conversion, as applicable. Unless otherwise elected by a director, a director's phantom stock units, account credits and measurement fund credits are payable on the earlier of the January 1st coincident with or next following the director's termination of service from the Board, or a change in control of the Company, as defined by the program. Phantom stock units are payable in an equal number of shares of our common stock; provided that we may elect to instead settle a director's phantom stock units by paying the director cash in an amount equal to the value of such shares of common stock. Account credits and measurement fund credits are payable in cash. Under the program, each director is entitled to receive dividend equivalents that are paid currently on the director's phantom stock units, unless the director elected to defer payment of such dividend equivalents and have them concurrently reinvested into additional phantom stock units.

All stock and option grants made to our non-employee directors and settlements under our Non-Employee Directors' Deferral Program that are paid in shares of our common stock are made under the Third Amended and Restated 2005 Stock Option and Incentive Plan, or the 2005 Plan. Our non-employee directors are also reimbursed for expenses of attending Board and committee meetings.

For the fiscal year ending 2015, we have retained the same director compensation arrangements that were in place for 2014.

## **PROPOSAL 2: ADVISORY VOTE ON THE COMPENSATION OF OUR NAMED EXECUTIVE OFFICERS**

In accordance with the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, our stockholders have the opportunity to vote to approve, on an advisory and non-binding basis, the compensation of our named executive officers. At our 2011 annual stockholder meeting, our stockholders advised on a non-binding basis, by an affirmative vote of a majority of all votes cast, that the Company should hold non-binding advisory votes on executive compensation on an annual basis. On July 14, 2011, the Board determined that it will include future advisory votes on the compensation of our named executive officers in the Company's annual meeting proxy materials every year until the next advisory vote on the frequency of stockholder votes on executive compensation, which will occur no later than the Company's annual meeting of stockholders in 2017. Our executive compensation programs are described in detail in this proxy statement in the section titled "Compensation Discussion and Analysis" and the accompanying tables beginning on page 22. These programs are designed to attract and retain talented individuals who possess the skills and expertise necessary to lead, manage and grow the Company.

Section 14A(a)(1) of the Exchange Act generally requires each public company to include in its proxy statement a separate resolution subject to a non-binding stockholder vote to approve the compensation of the company's named executive officers, as disclosed in its proxy statement pursuant to Item 402 of Regulation S-K, not less frequently than once every three years. This is commonly known as, and is referred to herein as, a "say-on-pay" proposal or resolution.

Accordingly, pursuant to Section 14A(a)(1) of the Exchange Act, the Company is providing stockholders with the opportunity to approve the following non-binding, advisory resolution:

"RESOLVED, that the compensation paid to the Company's named executive officers, as disclosed in this proxy statement pursuant to Item 402 of Regulation S-K, including the Compensation Discussion and Analysis, compensation tables and narrative discussion, is hereby APPROVED."

Our Compensation Committee regularly reviews all elements of the compensation paid to our named executive officers. Our Compensation Committee believes that the Company's present compensation programs, as presented in the Compensation Discussion and Analysis section and the accompanying tables and related narrative disclosure in this proxy statement, promote in the best manner possible our business objectives while aligning the interests of the named executive officers with our stockholders to ensure continued positive financial results, and that our industry-leading results support this conclusion. The Company has continued to deliver positive long-term results to our stockholders and remains among the leaders in the REIT industry as well as the broader public stock market for total return to stockholders, or TRS, over the last decade, with the Company's TRS of approximately 147% for the ten-year period through December 31, 2014 significantly outperforming the MSCI REIT Index and S&P 500 Index return of approximately 122% and 110%, respectively, over the same time period. The compensation programs for our named executives are a key ingredient in motivating our executives to continue to deliver such results.

The affirmative vote of a majority of all the votes cast with respect to this proposal will be required to approve this proposal. The results of this advisory vote are not binding on the Compensation Committee, the Company or our Board of Directors. Nevertheless, the Board of Directors values input from our stockholders and will consider carefully the results of this vote when making future decisions concerning executive compensation.

The Board unanimously recommends a vote "FOR" the above resolution regarding the compensation of our named executive officers, as disclosed in the Compensation Discussion and Analysis section and the accompanying compensation tables in this Proxy Statement.

### **PROPOSAL 3: RATIFICATION OF APPOINTMENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

The Audit Committee of the Board has appointed the accounting firm of Ernst & Young LLP to serve as our independent registered public accounting firm for the fiscal year ending December 31, 2015. Stockholder ratification of the appointment of Ernst & Young LLP is not required by law, the New York Stock Exchange or the Company's organizational documents. However, as a matter of good corporate governance, the Board has elected to submit the appointment of Ernst & Young LLP to the stockholders for ratification at the 2015 annual meeting. Even if the appointment is ratified, the Audit Committee, in its discretion, may select a different independent registered public accounting firm at any time if the Audit Committee believes that such a change would be in the best interests of the Company and its stockholders. If our stockholders do not ratify the appointment of Ernst & Young LLP, the Audit Committee will take that fact into consideration, together with such other factors it deems relevant, in determining its next selection of an independent registered public accounting firm. Ernst & Young LLP has served as our independent registered public accounting firm since our formation in June 1997 and is considered by our management to be well-qualified. Ernst & Young LLP has advised us that neither it nor any member thereof has any financial interest, direct or indirect, in the Company or any of our subsidiaries in any capacity.

A representative of Ernst & Young LLP will be present at the annual meeting, will be given the opportunity to make a statement at the annual meeting if he or she so desires and will be available to respond to appropriate questions.

A majority of all of the votes cast with respect to this proposal is required for the ratification of the appointment of Ernst & Young LLP as our independent registered public accounting firm for the fiscal year ending December 31, 2015. Abstentions do not constitute a vote "for" or "against" and will not be counted as "votes cast". Therefore, abstentions will have no effect on this proposal.

#### **Fee Disclosure**

##### ***Audit Fees***

Fees, including out-of-pocket expenses, for audit services totaled approximately \$3,438,253 in fiscal year 2014 and \$3,359,018 in fiscal year 2013. Audit fees include fees associated with our annual audits and related reviews of our annual reports on Form 10-K and quarterly reports on Form 10-Q. In addition, audit fees include Sarbanes-Oxley Section 404 planning and testing, fees for public filings in connection with various property acquisitions, joint venture audits, and services relating to public filings in connection with our preferred and common stock and debt offerings and certain other transactions. Our joint venture partners paid their pro rata share of any joint venture audit fees. Audit fees also include fees for accounting research and consultations.

##### ***Audit-Related Fees***

Fees for audit-related services totaled approximately \$78,500 in 2014 and \$59,225 in 2013. The audit-related services principally include fees for operating expense audits and agreed-upon procedures projects.

##### ***Tax Fees***

No fees were incurred for tax services, including tax compliance, tax advice and tax planning in either 2014 or 2013.

##### ***All Other Fees***

Fees for other services not included above totaled \$0 in 2014 and approximately \$15,150 in 2013.

Our Audit Committee considers whether the provision by Ernst & Young LLP of any services that would be required to be described under "All Other Fees" would be compatible with maintaining Ernst & Young LLP's independence from both management and the Company.

#### **Pre-Approval Policies and Procedures of our Audit Committee**

Our Audit Committee must pre-approve all audit services and permissible non-audit services provided by our independent registered public accounting firm, except for any de minimis non-audit services. Non-audit services are considered de minimis if: (1) the aggregate amount of all such non-audit services constitutes less than five percent of the total amount of revenues we paid to our independent registered public accounting firm during the fiscal year in which they are provided; (2) we did not recognize such services at the time of the engagement to be non-audit services; and (3) such services are promptly brought to our Audit Committee's or any of its members' attention and approved by our Audit Committee or any of its members who has authority to give such approval prior to the completion of the audit. None of the fees reflected above were incurred as a result of non-audit services provided by our independent registered public accounting firm pursuant to this de minimis exception. All services provided by Ernst & Young LLP in 2014 were pre-approved by our Audit Committee. Our Audit Committee may delegate to one or more of its members who is an independent director the authority to grant pre-approvals.

The Board unanimously recommends a vote "FOR" the ratification of the appointment of Ernst & Young LLP as our independent registered public accounting firm.

## AUDIT COMMITTEE REPORT

The following report of the Audit Committee of the Board will not be deemed to be incorporated by reference in any previous or future documents filed by us with the SEC under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except to the extent that we specifically incorporate this report by reference in any such document.

Our Audit Committee oversees our financial reporting process on behalf of the Board, in accordance with our Audit Committee Charter. Management has the primary responsibility for the preparation, presentation and integrity of our financial statements, accounting and financial reporting principles, internal controls, and procedures designed to ensure compliance with accounting standards, applicable laws and regulations. In fulfilling its oversight responsibilities, our Audit Committee reviewed and discussed the audited financial statements in the Annual Report on Form 10-K for the year ended December 31, 2014 filed by the Company with management.

Our Audit Committee reviewed and discussed with Ernst & Young LLP, our independent registered public accounting firm, the matters required to be discussed with the Audit Committee under Auditing Standard No. 16, "Communications with Audit Committees," as adopted by the Public Company Accounting Oversight Board. Our Audit Committee received from Ernst & Young LLP the written disclosures and the letter required by the applicable requirements of the Public Company Accounting Oversight Board regarding communications with the Audit Committee concerning independence, and has discussed with Ernst & Young LLP their independence.

Based on the review and discussions referred to above, our Audit Committee recommended to the Board that the audited financial statements be included in the Annual Report on Form 10-K for the year ended December 31, 2014 filed by the Company.

The members of our Audit Committee are not engaged professionally in the practice of auditing or accounting. Committee members rely, without independent investigation or verification, on the information provided to them and on the representations made by management and our independent registered public accounting firm. Accordingly, our Audit Committee's oversight does not provide an independent basis to determine that management has maintained appropriate accounting and financial reporting principles or appropriate internal controls and procedures designed to assure compliance with accounting standards and applicable laws and regulations. Furthermore, our Audit Committee's considerations and discussions referred to above do not assure that the audit of our financial statements has been carried out in accordance with the standards of the Public Company Accounting Oversight Board, that the financial statements are presented in accordance with accounting principles generally accepted in the U.S. or that our registered public accounting firm is in fact "independent."

Submitted by our Audit Committee  
Edwin Thomas Burton, III (Chairman)  
John H. Alschuler  
John S. Levy

## CORPORATE GOVERNANCE MATTERS

We are committed to operating our business under strong and accountable corporate governance practices. You are encouraged to visit the "Investors—Corporate Governance" section of our corporate website at <http://www.slgreen.com> to view or to obtain copies of our committee charters, Code of Ethics, Governance Principles and director independence standards. The information found on, or accessible through, our website is not incorporated into, and does not form a part of, this proxy statement or any other report or document we file with or furnish to the SEC. You also may obtain, free of charge, a copy of the respective charters of our committees, Code of Ethics, Governance Principles and director independence standards by directing your request in writing to SL Green Realty Corp., 420 Lexington Avenue, New York, New York 10170-1881, Attention: Investor Relations. Additional information relating to the corporate governance of the Company also is included in other sections of this proxy statement.

### **Governance Principles**

The Board has adopted Governance Principles that address significant issues of corporate governance and set forth procedures by which the Board carries out its responsibilities. Among the areas addressed by the Governance Principles are director qualification standards, director responsibilities, director access to management and independent advisors, director compensation, director orientation and continuing education, management succession, annual performance evaluation of the Board and management responsibilities. Our Nominating and Corporate Governance Committee is responsible for, among other things, assessing and periodically reviewing the adequacy of the Governance Principles and will recommend, as appropriate, proposed changes to the Board.

### **Director Independence**

Our Governance Principles provide that a majority of our directors serving on the Board must be independent as required by the listing standards of the NYSE and the applicable rules promulgated by the SEC. In addition, the Board has adopted director independence standards that assist the Board in making its determinations with respect to the independence of directors. The Board has determined affirmatively, based upon its review of all relevant facts and circumstances and after considering all applicable relationships of which the Board had knowledge, between or among the directors and the Company or our management (some of such relationships are described in the section of this proxy statement entitled "Certain Relationships and Related Party Transactions"), that each of the following directors and director nominees has no direct or indirect material relationship with us and is independent under the listing standards of the NYSE, the applicable rules promulgated by the SEC and our director independence standards: Ms. Atkins and Messrs. Edwin T. Burton, III, John H. Alschuler, John S. Levy and Craig M. Hatkoff. The Board has determined that Messrs. Green, Holliday and Mathias, our three other directors and, in the case of Mr. Green, a director nominee, are not independent because they are also executive officers of the Company.

### **Code of Ethics**

The Board has adopted a Code of Ethics that applies to our directors, executive officers and employees. The Code of Ethics is designed to assist our directors, executive officers and employees in complying with law and, in resolving moral and ethical issues that may arise and in complying with our policies and procedures. Among the areas addressed by the Code of Ethics are compliance with applicable laws, conflicts of interest, use and protection of the Company's assets, confidentiality, communications with the public, accounting matters, records retention, fair dealing, discrimination, harassment and health and safety. We intend to disclose on our corporate website any amendment to, or waiver of, any provisions of this Code applicable to our directors and executive officers that would otherwise be required to be disclosed under the rules of the SEC or the New York Stock Exchange.

## **Audit Committee Financial Expert**

The Board has determined that Edwin T. Burton, III qualifies as an "audit committee financial expert," as defined in Item 401(h) of SEC Regulation S-K.

## **Communications with the Board**

We have a process by which stockholders and/or other parties may communicate with the Board, individual directors (including the independent directors) or independent directors as a group. Any such communications may be sent to the Board or any named individual director (including the independent directors), by U.S. mail or overnight delivery and should be directed to Andrew S. Levine, Secretary, at SL Green Realty Corp., 420 Lexington Avenue, New York, New York 10170-1881. Mr. Levine forwards all such communications to the intended recipient or recipients. Any such communications may be made anonymously.

## **Whistleblowing and Whistleblower Protection Policy**

Our Audit Committee has established procedures for (1) the receipt, retention and treatment of complaints received by the Company regarding accounting, internal accounting controls or auditing matters, and (2) the confidential and anonymous submission by our employees of concerns regarding questionable accounting or auditing matters. If you wish to contact our Audit Committee to report complaints or concerns relating to the financial reporting of the Company, you may do so in writing to the Chairman of our Audit Committee, c/o Andrew S. Levine, Secretary, SL Green Realty Corp., 420 Lexington Avenue, New York, New York 10170-1881. Any such communications may be made anonymously.

## **Director Attendance at Annual Meetings**

We encourage each member of the Board to attend each annual meeting of stockholders. Three of our directors attended the annual meeting of stockholders held on May 29, 2014.

## **Identification of Director Candidates**

Our Nominating and Corporate Governance Committee assists the Board in identifying and reviewing director candidates to determine whether they qualify for membership on the Board and recommends director nominees to the Board to be considered for election at our annual meeting of stockholders. Our Nominating and Corporate Governance Committee has adopted a written policy on the criteria and process of identifying and reviewing director candidates.

Each director candidate must have (1) education and experience that provides knowledge of business, financial, governmental or legal matters that are relevant to the Company's business or to its status as a publicly owned company, (2) an unblemished reputation for integrity, (3) a reputation for exercising good business judgment and (4) sufficient available time to be able to fulfill his or her responsibilities as a member of the Board and of any committees to which he or she may be appointed.

In making recommendations to the Board, our Nominating and Corporate Governance Committee considers such factors as it deems appropriate. These factors may include judgment, skill, diversity (including diversity of knowledge, skills, professional experience, education, expertise and representation in industries relevant to the Company), ability to bring new perspectives and add to Board discussion and consideration, experience with businesses and other organizations comparable to the Company (including experience managing public companies, marketing experience or experience determining compensation of officers of public companies), the interplay of the candidate's experience with the experience of other Board members, the candidate's industry knowledge and experience, the ability of a nominee to devote sufficient time to the affairs of the Company, any actual or potential



conflicts of interest and whether the candidate meets the NYSE independence criteria, the extent to which the candidate generally would be a desirable addition to the Board and any committees of the Board, qualifications to serve on appropriate Board committees (including financial acumen), technological literacy, strategic insight, familiarity with desired markets or regions, ability to make independent and analytical judgments, ability to introduce the Company to business or other opportunities, reputation in the corporate governance community, personal rapport with senior officers of the Company, risk management skills and effective communication skills. Such matters are considered in light of the skills, qualifications and diversity of the other members of the Board.

The Nominating and Corporate Governance Committee ensures that the potential nominee is not an employee or agent of and does not serve on the board of directors or similar managing body of any of our competitors and determines whether the potential nominee has an interest in any transactions to which we are a party.

Prior to a vote as to whether a potential nominee is recommended to the Board of Directors, each member of the Nominating and Corporate Governance Committee is provided reasonable access to such potential nominee. Such access includes a reasonable opportunity to interview such potential nominee in person or by telephone and to submit questions to such potential candidate. In addition, each potential nominee provides the Nominating and Corporate Governance Committee with a written detailed biography and identify on which committees of the Board, if any, the potential nominee would be willing to serve.

Our Nominating and Corporate Governance Committee may solicit and consider suggestions of our directors or management regarding possible nominees. Our Nominating and Corporate Governance Committee also may procure the services of outside sources or third parties to assist in the identification of director candidates.

Our Nominating and Corporate Governance Committee may consider director candidates recommended by our stockholders. Our Nominating and Corporate Governance Committee will apply the same standards in considering candidates submitted by stockholders as it does in evaluating candidates submitted by members of the Board. Any recommendations by stockholders are to follow the procedures outlined under "Stockholder Proposals" in this proxy statement should provide the reasons supporting a candidate's recommendation, the candidate's qualifications and the candidate's written consent to being considered as a director nominee.

#### **Executive Sessions of Non-Management Directors**

Our Governance Principles require the non-management directors serving on the Board to meet in an executive session at least annually without the presence of any directors or other persons who are part of our management. In accordance with such requirement, the independent directors, who currently comprise all of the non-management directors, meet in executive sessions from time to time on such a basis. The executive sessions are regularly chaired by our Lead Independent Director.

#### **Policy on Majority Voting**

The Board has adopted a policy on majority voting in the election of directors. Pursuant to this policy, in an uncontested election of directors, any nominee who receives a greater number of votes withheld from his or her election than votes for his or her election will, within ten business days following the certification of the stockholder vote, tender his or her written resignation to the Chairman of the Board for consideration by the Nominating and Corporate Governance Committee. The Nominating and Corporate Governance Committee will consider the resignation and, within 60 days following the date of the stockholders' meeting at which the election occurred, will make a recommendation to the Board concerning the acceptance or rejection of the resignation.

Under the policy, the Board will take formal action on the recommendation no later than 90 days following the date of the stockholders' meeting. In considering the recommendation, the Board will consider the information, factors and alternatives considered by the Nominating and Corporate Governance Committee and such additional factors, information and alternatives as the Board deems relevant. We will publicly disclose, in a Form 8-K filed with the SEC, the Board's decision within four business days after the decision is made. The Board also will provide, if applicable, the Board's reason or reasons for rejecting the tendered resignation.

### **Board Leadership Structure**

As noted above, our Board currently is comprised of five independent and three employee directors. Mr. Green has served as Chairman of the Board since 1997 and serves as an executive officer. The Board has appointed Mr. Alschuler, one of the independent directors, as Lead Independent Director. We believe that the number of independent, experienced directors that make up our Board, along with the independent oversight of our Lead Independent Director, benefits the Company and its stockholders.

We recognize that different board leadership structures may be appropriate for companies in different situations, and that no one structure is suitable for all companies. Our current Board leadership structure is optimal for us because it demonstrates to our employees and other stakeholders that the Company is under strong leadership, coordinated closely between a separate Chief Executive Officer and Chairman of the Board. In our judgment, the Company, like many companies, has been well-served by this leadership structure.

To facilitate the role of the independent directors, the Board has determined that it is appropriate for the independent directors to appoint one independent director to serve as Lead Independent Director. In addition to presiding at executive sessions of independent directors, the Lead Independent Director has the responsibility to: (1) consult with the Chief Executive Officer as to an appropriate schedule and agenda for each Board meeting, seeking to ensure that the independent directors can perform their duties effectively and responsibly, (2) ensure the independent directors have adequate resources, especially by way of full, timely and relevant information to support their decision making, (3) advise the Chief Executive Officer as to the quality, quantity and timeliness of the information submitted by the Company's management that is necessary or appropriate for the independent directors to effectively and responsibly perform their duties, (4) recommend to the Board and the Board Committees the retention of advisers and consultants who report directly to the Board, (5) ensure that independent directors have adequate opportunities to meet and discuss issues in sessions of the independent directors without management present and, as appropriate, call meetings of the Independent Directors, (6) serve as Chairman of the sessions of the independent directors, (7) serve as principal liaison between the independent directors and the Chief Executive Officer of the Company and between the independent directors and senior management, (8) communicate to management, as appropriate, the results of private discussions among independent directors, (9) chair the meetings of the Board when the Chairman is not present, (10) with respect to questions and comments directed to the Lead Independent Director or to the independent directors as a group, determine the appropriate means of response, with such consultation with the Chief Executive Officer and other directors as the Lead Independent Director may deem appropriate and (11) perform such other duties as the Board from time to time may delegate. Mr. Alschuler currently is serving as the Lead Independent Director.

Throughout the year, our Board discusses corporate governance practices with stockholders and third party advisers to ensure that the Board and its committees follow practices that are optimal for the Company and its stockholders while also delivering superior total return. As part of this process, the Board conducts an annual evaluation in order to determine whether it and its committees are functioning effectively, with independent directors meeting separately with outside counsel. The discussion with stockholders, as well as the evaluations, are the basis for the Board's annual review of

possible changes to the Company's corporate governance practices. Our Governance Principles provide the flexibility for our Board to modify our leadership structure as the Board focuses on current trends in the corporate governance arena and Company performance.

## **Risk Oversight**

Our Board is responsible for overseeing the Company's risk management process. The Board focuses on the Company's general risk management strategy and the most significant risks facing the Company, and ensures that appropriate risk mitigation strategies are implemented by management. The Board also is apprised of particular risk management matters in connection with its general oversight and approval of corporate matters.

The Board has delegated to the Audit Committee oversight of the Company's risk management process. Among its duties, the Audit Committee reviews with management (a) the Company policies with respect to risk assessment and management of risks that may be material to the Company, (b) the Company's system of disclosure controls and system of internal controls over financial reporting and (c) the Company's compliance with legal and regulatory requirements. The Audit Committee also is responsible for reviewing major legislative and regulatory developments that could have a material impact on the Company's contingent liabilities and risks. Our other Board committees also consider and address risk as they perform their respective committee responsibilities. All committees report to the full Board as appropriate, including when a matter rises to the level of a material or enterprise level risk.

In addition, our Compensation Committee considers the risks to the Company's stockholders and to achievement of our goals that may be inherent in the Company's compensation program.

The Company's management is responsible for day-to-day risk management, including the primary monitoring and testing function for company-wide policies and procedures, and management of the day-to-day oversight of the risk management strategy for the ongoing business of the Company. This oversight includes identifying, evaluating, and addressing potential risks that may exist at the enterprise, strategic, financial, operational, and compliance and reporting levels.

We believe the division of risk management responsibilities described above is an effective approach for addressing the risks facing the Company and that our Board leadership structure supports this approach.

## EXECUTIVE COMPENSATION

### Compensation Discussion and Analysis

This section of our proxy statement discusses the principles underlying our executive compensation policies and decisions and the most important factors relevant to an analysis of these policies and decisions. It provides qualitative and quantitative information regarding the manner and context in which compensation is awarded to, and earned by, our named executive officers and places in perspective the data presented in the tables and narrative that follow.

Throughout this proxy statement, the individuals who served as our Chief Executive Officer and Chief Financial Officer during our 2014 fiscal year, as well as the other individuals included in the "Summary Compensation Table" beginning on page 44, are referred to as the "named executive officers," or our "executives." During our 2014 fiscal year, our Chief Financial Officer was James Mead, who was succeeded by Matthew DiLiberto effective January 1, 2015.

#### *Executive Summary*

We are a top performing company that has generated superior long-term total return to stockholders, experienced significant operational and financial achievements in 2014 and consistently maintained low overall general and administrative expenses compared to its total assets and revenues. We have structured our executive compensation programs to attract, retain and appropriately incentivize our executive officers and align their interests with those of our stockholders.

Our executive compensation for 2014 is reflective of our superior short-term and long-term performance, while at the same time taking into account feedback we have received from our stockholders through our stockholder outreach programs. We believe that our executive compensation for 2014 is appropriate in light of our low overall general and administrative expenses and in comparison to compensation received by other top executives at peer companies or firms operating in the New York City real estate market.

#### *Company Overview*

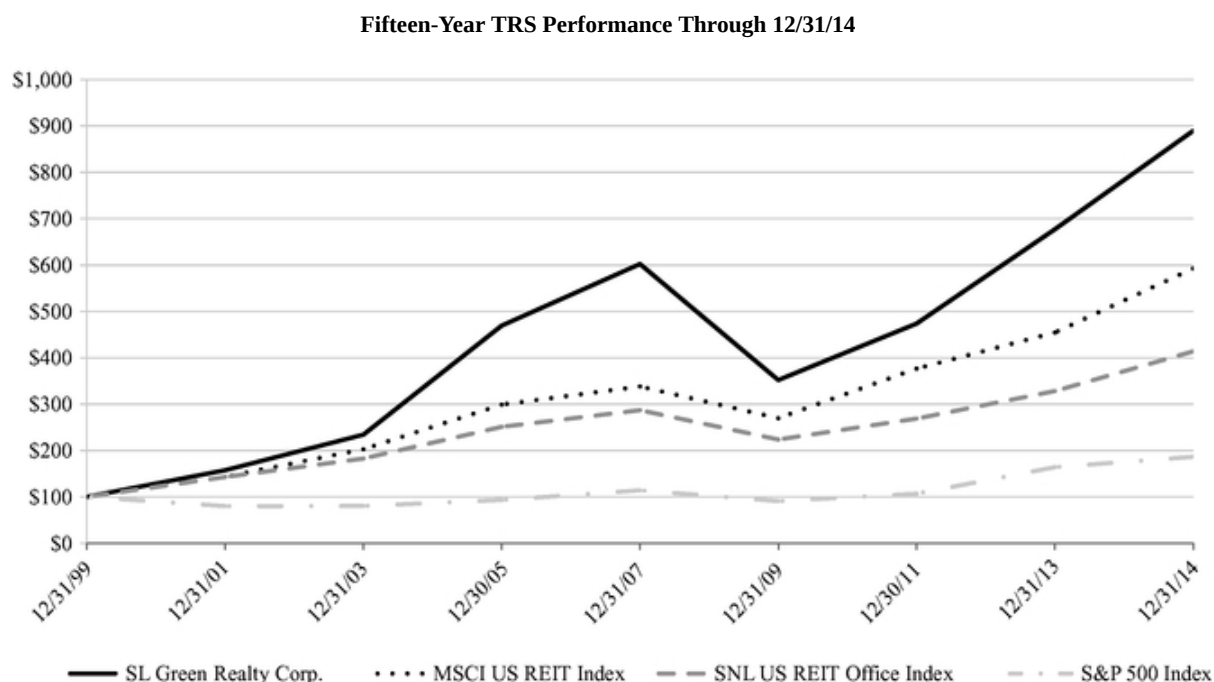
SL Green Realty Corp., an S&P 500 company and New York City's largest commercial landlord, is a fully integrated REIT that is focused primarily on acquiring, managing and maximizing the value of Manhattan commercial properties. Our core business is the ownership of high quality commercial properties and our primary business objective is to maximize the total return to stockholders, or TRS, through growth in funds from operations and through asset value appreciation. The commercial real estate expertise resulting from owning, operating, investing and lending in Manhattan for over 34 years has enabled us to invest in a collection of premier office and retail properties, selected multifamily residential assets, and high quality debt and preferred equity investments.

We are led by a strong, experienced management team that provides a foundation of skills in all aspects of property ownership and management including investment, leasing, operations, capital improvements, financing, repositioning and maintenance. Marc Holliday has served as our Chief Executive Officer since January 2004, a period over which our enterprise value has grown by 574% to \$22.4 billion through December 31, 2014. Mr. Holliday brings extensive experience and expertise in real estate and finance to our Company, which is critical to the successful operation of our business. Under Mr. Holliday's leadership, we have achieved a market leading position in New York City, building upon our growth prior to 2004 under the leadership of our founder and current chairman, Stephen L. Green.

Critical to our success is the high level, highly skilled and expert management team developed during Mr. Holliday's tenure. We believe that having the best people is the foundation of a successful business. The results achieved by our management team are proof of this and our team is recognized as one of the top real estate management teams in New York City.

*Superior Long-Term TRS Performance*

The effectiveness of our pay for performance compensation program is evidenced by a high degree of alignment of management and stockholder interests that has been fostered over many years and which has contributed to our superior long-term TRS performance. The following graph shows our long-term TRS performance compared to industry indices over a period of fifteen years ended December 31, 2014 (based on publicly available data and assuming an initial \$100 investment in each):



	TRS as of December 31, 2014				
	One-year	Three-year	Five-year	Ten-year	Fifteen-year
<b>SL Green Realty Corp.</b>	<b>31.4%</b>	<b>87.8%</b>	<b>152.7%</b>	<b>147.4%</b>	<b>789.4%</b>
MSCI US REIT Index	30.4%	57.3%	119.7%	122.2%	492.5%
SNL US REIT Office Index	26.1%	53.9%	85.0%	85.2%	313.7%
S&P 500 Index	13.7%	74.6%	105.1%	109.5%	86.5%

*Strong Operating and Financial Performance*

In 2014, we continued to successfully execute our strategy of generating strong returns through operating and leasing activity, real estate investment activity, debt and preferred equity investment activity and financing and capital activity, and continuing to grow our business. The following are notable operational and financial achievements during 2014:

- funds from operations, or FFO, of \$5.85 per diluted share, which exceeded our initial guidance for 2014 of \$5.62 to \$5.72 per diluted share;
- the execution of approximately 2.1 million square feet of office leases in Manhattan, with starting rents for the 1.3 million square feet of space that had been occupied within the prior 12 months approximately 14.9% higher on average than the fully escalated ending rents for the same office spaces;

- same store occupancy, including leases signed but not commenced, for our same store Manhattan office portfolio of 95.7% as of December 31, 2014 as compared to 95.3% as of December 31, 2013;
- combined same-store cash net operating income growth of approximately \$22.2 million, or 3.5%, as compared to the prior year;
- an increase in the quarterly dividend paid on our common stock by 20%, from \$0.50 per share to \$0.60 per share; and
- strong investment performance, with approximately \$2.6 billion of investments in office properties and approximately \$980 million of dispositions.

Refer to pages 63-64 of our Annual Report on Form 10-K for the year ended December 31, 2014 for a reconciliation of FFO to net income attributable to our common stockholders and information regarding our use of FFO. Refer to Appendix A to this proxy statement for a reconciliation of combined same-store cash net operating income for the years ended December 31, 2014 and 2013 and information regarding our use of these financial measures.

#### *Low Overall G&A Expense*

We are dedicated to running an efficient organization, as illustrated by our general and administrative expense, which is well below the average and median of comparable peers within our New York City peer group both as a percentage of total assets and as a percentage of total revenues:

	G&A Expense as a Percentage of Total Assets <sup>(1)</sup>				
	2010	2011	2012	2013	2014
Average	1.24%	1.31%	1.31%	1.40%	1.27%
Median	1.01%	0.99%	0.92%	1.05%	0.66%
<b>SL Green Realty Corp</b>	<b>0.59%</b>	<b>0.52%</b>	<b>0.50%</b>	<b>0.50%</b>	<b>0.49%</b>

	G&A Expense as a Percentage of Total Revenues <sup>(1)</sup>				
	2010	2011	2012	2013	2014
Average	9.75%	10.45%	10.17%	10.52%	8.48%
Median	6.87%	6.76%	7.46%	7.46%	6.92%
<b>SL Green Realty Corp</b>	<b>5.57%</b>	<b>5.43%</b>	<b>5.13%</b>	<b>4.97%</b>	<b>5.29%</b>

(1) Companies used for comparison in G&A expense analysis include: Alexandria Real Estate Equities, Inc., Boston Properties, Inc., General Growth Properties, Inc., iStar Financial, NorthStar Realty Finance Corporation, Starwood Hotels & Resorts Worldwide, Inc. and Vornado Realty Trust.

#### *Stockholder Engagement; Executive Compensation Changes*

In each of the last two years, we have engaged in a formal stockholder outreach program focused on our executive compensation. In both early 2014 and early 2015, we contacted our large institutional stockholders to discuss our executive compensation programs in light of our business and our performance. These discussions were led by the chairman of our Compensation Committee, or the Committee, and Lead Independent Director or, in limited instances, members of senior management. We provided these stockholders with additional information regarding our executive compensation programs, our performance and the manner in which we believed our executive compensation programs have contributed to our superior long-term performance. We also engaged in discussions with these stockholders where we were able to clarify aspects of our executive compensation programs that may

not have been fully understood and receive direct feedback regarding specific aspects of our executive compensation programs.

Overall, in both 2014 and 2015, we had discussions with the owners of more than a majority of our outstanding common stock as part of this outreach program. In 2015, we contacted institutional stockholders owning approximately 66% of our outstanding common stock in connection with this outreach program. In structuring our executive compensation programs for 2014 and 2015, we considered the feedback that we received in connection with this outreach program as well as the approval of the non-binding, advisory resolution, or "say-on-pay" resolution, approving the compensation paid to our named executive officers as disclosed in our proxy statement for our 2014 annual meeting.

We generally maintained the same overall structure for our executive compensation programs in 2014 that we have utilized in the past and that a majority of our stockholders have consistently supported. However, we did make several notable changes in direct response to the feedback we received during our stockholder outreach effort, including the following:

- **Formulaic Annual Cash Bonus Program.** Beginning in 2014, our annual cash bonuses to our top three named executive officers will have a direct link to the achievement of specific goals determined in advance. The structure of our new formulaic annual cash bonus program is described in detail below under "—Annual Incentive Awards—Formulaic Annual Cash Bonus Program" and was previously described in our proxy statement for our 2014 annual meeting. In 2015, we made further changes, increasing the formulaic component of this program to 75%, an increase of 15% from 2014, and reducing the number of criteria used in our program.
- **Increased Performance Hurdles for Future Employment Agreement Equity Awards.** Our Chief Executive Officer and President agreed to increase the performance hurdles for future equity awards granted pursuant to their employment agreements to the achievement of either an 8% per year increase in FFO per share, 8% TRS per year or relative TRS in the top 35% of MSCI US REIT Index companies.
- **100% of Future Employment Agreement Equity Awards are Performance-Based.** Our Chief Executive Officer and President agreed to make all future annual equity awards pursuant to their employment agreements 100% performance-based.
- **Relative TRS included in 2014 Outperformance Plan.** The SL Green Realty Corp. 2014 Outperformance Plan, or our 2014 Outperformance Plan, includes performance metrics to incorporate a new relative TRS component for one-third of each award granted. The remainder of each award is subject to the achievement of absolute TRS performance metrics similar to those utilized for prior outperformance plans.
- **Double Trigger in 2014 OPP.** We adopted double trigger provisions for acceleration of vesting of equity awards granted under 2014 Outperformance Plan in the event of a change in control of the Company.
- **OPP Disclosure.** We provided enhanced disclosure of the structure of our outperformance plans to highlight the rigor of the performance goals included in these plans, the long-term nature of these plans, and the manner in which these plans create a strong alignment of management and stockholder interests.

#### Compensation Practices

We believe that our executive compensation programs provide appropriate performance-based incentives to attract and retain leadership talent in the highly competitive New York City real estate market, to align management and stockholder interests and to continue to drive our long-term track

record of superior return to stockholders. The following are key features of our executive compensation programs:

<u>What We Do</u>		<u>What We Don't Do</u>	
ü	Pay for performance and create alignment with stockholders.	X	No dividends or distributions paid on unearned equity awards subject to performance-based vesting.
ü	Formulaic annual cash bonus program for our top three named executive officers.	X	No excise tax gross-up provisions.
ü	Include robust hurdles in our 2014 OPP based on both absolute and relative TRS, with no payout unless total return exceeds \$2.5 billion or relative TRS is at or above the 50 <sup>th</sup> percentile of index companies.	X	Don't allow repricing of stock options.
ü	Subject all future contract equity awards for our CEO and President to performance-based vesting hurdles.	X	No single trigger cash severance or accelerated vesting in connection with a change in control (other than pre-2014 OPP awards).
ü	Pay over 80% of 2014 total compensation for our CEO and named executive officers in equity.	X	Don't allow directors or officers to hedge our securities.
ü	Follow robust stock ownership guidelines for our directors and named executive officers.		
ü	Impose a clawback policy with respect to incentive payments.		
ü	Require a double trigger for cash severance and accelerated vesting in connection with a change in control (other than pre-2014 OPP awards).		

#### ***How We Determine Executive Compensation***

The Committee determines compensation for our named executive officers and is comprised of three of our independent directors, John H. Alschuler (Chairman), Edwin Thomas Burton, III and John S. Levy. The Committee exercises independent discretion in respect of executive compensation matters and administers our equity incentive programs, including reviewing and approving equity grants to our executives pursuant to the 2005 Plan. The Committee operates under a written charter adopted by the Board, a copy of which is available on our website at <http://www.slgreen.com>.

The Committee has retained Gressle & McGinley LLC as its independent outside compensation consulting firm and has engaged Gressle & McGinley LLC to provide the Committee with relevant data concerning the marketplace, our peer group and its own independent analysis and recommendations concerning executive compensation. Gressle & McGinley LLC regularly participates in Compensation Committee meetings. Gressle & McGinley LLC does not provide any additional services to the Committee and does not provide any services to the Company other than to the Committee.

With respect to our named executive officers, the Committee solicits recommendations from our Chief Executive Officer regarding total compensation, the allocation of this compensation among base



salary, annual bonus amounts and other long-term incentive compensation, as well as the portion of overall compensation to be provided in cash or equity. Our Chairman also advises the Committee on these matters as they pertain to the compensation of our Chief Executive Officer. FTI Consulting, Inc., or FTI Consulting, is retained by our management as a general business advisor and provides services to the Company in a number of areas, including compensation. FTI Consulting, which has relationships with certain officers of the Company, provides market data to our Chief Executive Officer and Chairman, which they review when considering their compensation recommendations. The recommendations with respect to compensation are formulated by our Chief Executive Officer and Chairman and are communicated to the Committee by them. The Committee is also provided with the market data compiled by FTI Consulting. The other named executive officers do not play a role in determining their own compensation, other than discussing their performance with our Chief Executive Officer.

The Committee, in analyzing the recommendations from the Chief Executive Officer and Chairman, also receives and reviews market and industry materials and data provided by the Committee's independent compensation consulting firm, Gressle & McGinley LLC, as well as the compensation analysis and recommendations provided by that firm. Their sole role is as an independent consulting firm to advise the Committee with respect to the compensation of our named executive officers. The ultimate determination of total compensation and the elements that comprise that total compensation is made solely by the Committee.

The Committee meets during the year to evaluate executive performance, to monitor market conditions in light of our goals and objectives, to solicit input from our independent compensation consultant on market practices, including peer group pay practices and new developments, and to review our executive compensation practices. As part of these meetings, in formulation of its executive compensation policies and practices for 2014, the Committee reviewed then-existing policies of certain of our institutional investors, Institutional Shareholder Services, or ISS, Glass Lewis and other governance groups, as well as feedback provided by such groups in prior year proxy research reports. In late 2014, members of our senior management discussed our compensation practices and our corporate governance and compensation practices with ISS. The Committee is currently engaged with stockholders, as discussed above, and annually reviews our executive compensation policies and practices to ensure that such policies are in line with current market practices and stockholders' best interests. The Committee makes regular reports to the Board.

Our named executive officers' compensation and performance for 2014 was evaluated on both an absolute basis and by reference to a "peer group." The formulation of our peer group was re-evaluated for 2014 in response to stockholder feedback; our 2014 peer group is representative of the New York City real estate marketplace in which we conduct substantially all of our business, which is one of the most competitive in the world from both a business and compensation perspective.

We maintain the belief that being successful and competitive in the demanding New York City office real estate market requires having a highly talented management team and a compensation program structured to attract, retain and motivate top executives in one of the most expensive cities in the world. In the case of our Company, anything other than a comparable New York City peer group will not allow for an appropriate comparative analysis of our business performance in its operating market and its compensation program, given the unique characteristics of the New York City market and the prevalence of non-public direct competitors.

#### *2014 Peer Group Determination*

In 2014, as in prior years, the Committee undertook a detailed, comprehensive review of the Company's existing 2013 peer group with the goal of maintaining an appropriate peer group. As a guiding principle, the Committee unanimously agreed that our compensation peer group should

primarily consist of companies in the same business line as the Company (primarily office and finance), and be located and operating within New York City. The 2014 compensation peer group accomplishes those goals in line with the Committee's commitment to maintaining an accurate compensation peer group of both business and executive comparable peers operating within the unique New York City market.

Our direct New York City competitors, both in terms of the real estate business and talent, are not limited to other public companies doing business in New York City. Rather, our competitors also consist of top performing hedge funds, international investors, large private firms and others that may have equal or greater financial resources, including access to cost-efficient capital. The Committee has determined that our direct New York City competitors are:

- Alexandria Real Estate Equities, Inc.
- American Capital, Ltd.
- Angelo, Gordon & Co.
- Apollo Global Management, LLC
- Beacon Capital Partners
- Blackstone Group, L.P.
- Boston Properties, Inc.
- Brookfield Office Properties, Inc.
- Cerberus Capital Management, L.P.
- Forest City Ratner Companies
- Fortress Investment Group LLC
- General Growth Properties, Inc.
- Hines
- iStar Financial
- Jamestown Properties
- KKR & Co. L.P.
- Morgan Stanley Real Estate Funds
- NorthStar Realty Finance Corp.
- Och-Ziff Capital Management Group
- Paramount Group, Inc.
- RXR Realty
- Starwood Hotels & Resorts Worldwide, Inc.
- The Related Companies L.P.
- Tishman Speyer
- Vornado Realty Trust

Our New York City focused peer companies, as detailed above, are companies with whom we regularly compete for investment opportunities and executive talent. Many of these companies are either private or a hybrid of private and public, resulting in their not disclosing their executive compensation levels. Given the lack of published compensation data for private companies, these companies have not been included in our selected compensation peer group. However, based on our understanding of the New York City market and on input from our compensation consultants (who are active within the New York City real estate and compensation market), we believe that the compensation levels of these additional New York City peer group companies are also in line with those of our New York City selected compensation peer group.

Our selected compensation peer group for 2014 consists of the following eleven companies for which we were able to compare publicly available data:

- Alexandria Real Estate Equities, Inc.
- American Capital, Ltd.
- Apollo Global Management, LLC
- Blackstone Group, L.P.
- Boston Properties, Inc.
- Fortress Investment Group LLC
- General Growth Properties, Inc.
- iStar Financial
- NorthStar Realty Finance Corp.
- Starwood Hotels & Resorts Worldwide, Inc.
- Vornado Realty Trust

In analyzing our Chief Executive Officer's total compensation for 2014, the Committee reviewed an analysis of total compensation for 2013 paid to the chief executive officer or comparable real estate principal for each company in our selected compensation peer group, which was prepared by our compensation consultants based on publicly available information. Several of these companies are private equity firms where a substantial portion of executives' total compensation is paid in the form of distributions. The Committee considered total compensation information from these peer companies that included the amount of distributions received by these executives, where such amounts could be obtained from publicly available information. The Committee did not target a particular percentile for our Chief Executive Officer's total compensation for 2014, but did use this analysis to confirm that our Chief Executive Officer's total compensation for 2014 was within an appropriate range of the total compensation received by the chief executive officers or comparable real estate principal of these peers, considering relative size and performance. With respect to size, we ranked at or slightly below the median of these peers with respect to common equity market capitalization, total assets and total revenue.

#### *Analysis of Risk Associated with Our Executive Compensation Plans*

In setting compensation, we also consider the risks to our stockholders and to achievement of our goals that may be inherent in the compensation program. We concluded that it is not reasonably likely that our compensation policies and practices will have a material adverse effect on us.

Although a significant portion of our executive's compensation is performance-based and "at-risk," we believe our executive compensation plans are appropriately structured and do not pose a material risk to the Company. We considered the following elements of our executive compensation plans and policies when evaluating whether such plans and policies encourage our executives to take unreasonable risks:

- We evaluate performance based upon the achievement of a variety of business objectives and goals including, by way of example, strength of our balance sheet, FFO growth, occupancy and leasing rates, TRS performance (both on an absolute and relative basis) and completion of successful debt and equity offerings, that we believe correlate to long-term creation of stockholder value and that are affected by management decisions;
- We have adopted a balanced approach to equity compensation that incorporates the use of various equity-based compensation vehicles. By utilizing a balanced equity compensation mix comprised of several different types of equity-based compensation vehicles, including full value equity awards that retain value even in a depressed market, we lessen the likelihood that executives will take unreasonable risks to keep their equity awards "in-the-money," as may be the case with equity compensation programs that rely solely on leveraged market-based equity compensation vehicles such as stock options;
- We provide a significant portion of long-term incentive compensation in the form of Long-Term Incentive Awards, such as awards that may be earned under our 2014 Outperformance Plan. The amounts that ultimately may be earned under this program are tied to how we perform over a three-year period, which focuses management on sustaining our long-term performance;
- We structure payouts under our performance-based awards based on achieving a minimum level of performance, so that some compensation is awarded at levels below full target achievement rather than an "all-or-nothing" approach;
- We consider non-financial and other qualitative performance factors in determining actual compensation payouts;
- We provide a significant portion of each executive's annual compensation in the form of equity-based compensation, which results in our executives having built sizable holdings of equity in the

Company. We note that executives are required to maintain sizable holdings of equity in the Company under the terms of our stock ownership guidelines, which aligns an appropriate portion of their personal wealth to our long-term performance; and

- We have adopted a policy for recoupment of incentive payments made to our executives, including our named executive officers, if payment was based on having met or exceeded performance expectations during a period of fraudulent activity for which the executive is responsible.

In conclusion, our executive compensation program is structured so that (i) we avoid the type of disproportionately large short-term incentives that could encourage executives to take risks that may not be in our long-term interests, (ii) we provide incentives to manage the Company for long-term performance, (iii) we have adopted a policy for recoupment of incentive payments under certain circumstances and (iv) a significant amount of the wealth of our executives is tied to our long-term success. We believe this combination of factors encourages our executives to manage the Company in a prudent manner.

#### ***Our Executive Compensation Programs***

We have adopted an executive compensation philosophy that rewards the achievement of annual and long-term goals of both the Company and individual executives. Our compensation programs are designed to achieve the following objectives:

- To provide performance-based incentives that create a strong alignment of management and stockholder interests;
- To attract and retain leadership in a market that is highly competitive for New York City commercial real estate management talent; and
- To achieve an appropriate balance between risk and reward in our compensation programs that does not create incentives for unnecessary or excessive risk taking.

In order to reach these goals, the Committee, in consultation with our Chief Executive Officer and the Committee's independent compensation consultant, has adopted executive compensation practices that follow a pay-for-performance philosophy. Our primary business objective of maximizing TRS through growth in FFO while seeking appreciation in the value of our investment properties demands a long-term focus. Therefore, on both a current and historical basis, our executive compensation programs are based heavily on the achievement of both annual and multi-year performance measures.

Our named executive officers' compensation currently has three primary components:

- annual base salary and deferred compensation;
- annual incentive awards, which include cash and equity bonuses; and
- long-term equity incentive awards, which include stock options and full-value equity awards, which may be granted pursuant to an employment agreement, our outperformance plans or otherwise.

A detailed discussion of each of these components is contained below.

#### ***Annual Base Salary and Deferred Compensation***

Base salaries are established at levels intended to reflect the scope of each executive's duties and responsibilities and further take into account the competitive market compensation paid by other companies for similar positions. However, they do not serve our objective of paying for performance, and therefore are intentionally structured to be a relatively low percentage of total compensation.

The following sets forth the annual base salaries for our named executive officers for 2013 and 2014, which reflect amounts agreed to in each executive's employment agreement:

<u>Executive</u>	2013	2014	<u>% Change</u>
	<u>Base Salary</u>	<u>Base Salary</u>	
Marc Holliday	\$ 1,050,000	\$ 1,050,000	—%
Stephen Green	\$ 750,000	\$ 750,000	—%
Andrew Mathias	\$ 750,000	\$ 800,000	6.7%
James Mead	\$ 500,000	\$ 525,000	5.0%
Andrew Levine	\$ 475,000	\$ 490,000	3.2%

In addition to base salary, each of Messrs. Holliday, Green and Mathias also received a contribution of deferred notional stock units that are subject to vesting based on continued employment during a one year period following the contribution and are only paid upon termination of employment or a change in control. The amounts of deferred compensation that each of Messrs. Holliday, Green and Mathias received for 2014 was equal to the minimum amount that we had previously agreed to provide under the executive's employment agreement and associated deferred compensation agreement that was in effect for 2014. This deferred compensation is viewed as being similar to annual base salary, in that fixed amounts are granted each year regardless of performance. However, because the value of this deferred compensation is tied to the value of our common stock and these executives will not receive this deferred compensation until the termination of their employment or a change in control, this deferred compensation program further establishes alignment of management and stockholder interests and helps ensure that the executives remain focused on long-term stockholder value creation. The following table sets forth the deferred compensation grants made to our executives in 2014:

<u>Executive</u>	Deferred	Notional Stock
	<u>Compensation</u> <u>Amount</u>	<u>Units(1)</u>
Marc Holliday	\$ 550,000	5,922
Stephen Green	\$ 150,000	1,633
Andrew Mathias	\$ 400,000	4,355

- (1) Deferred compensation contributions were converted into notional stock units based on the current market price of our common stock on the date of the contribution and the ultimate payout determined will be determined based on the performance of our common stock between the date of the contribution and the payment date.

### ***Annual Incentive Awards***

We pay annual incentive awards in the form of annual cash and equity bonuses to focus and reward our named executive officers on achieving key corporate financial and operational objectives and individual goals. Based in part on the feedback we received in connection with our outreach efforts relating to executive compensation, the Committee decided to revise the structure of our annual incentive award program for 2014. For 2014, the entire amount of the annual cash bonuses paid to our top three named executive officers was determined pursuant to a new formulaic annual cash bonus program, which is described in more detail below. The annual cash bonuses for our other named executive officers were determined by the Committee in a manner similar to the historical determination of annual incentive awards. Short-term and long-term performance of our Company and the executive, as well as the Committee's view of appropriate annual incentive awards in light of the executive's historical compensation, skill, experience and position and competitive market factors, were all taken into account. These factors were also used in determining grants under our annual equity bonus program for all of our named executive officers as part of our overall annual incentive award program.

### Formulaic Annual Cash Bonus Program

As noted above, we restructured our annual incentive awards program to determine the entire annual cash bonuses to our top three named executive. Pursuant to this program, the Committee established specific threshold, target and maximum cash bonus amounts that each of our top three named executive officers could earn for 2014 and established specific performance criteria that were to be used in a formulaic manner to determine 60% of each of these executives' bonuses. For 2014, each of Messrs. Holliday, Green and Mathias were eligible to earn the following percentages of his base salary (with linear interpolation used to determine the percentage earned for performance that falls between threshold, target and/or maximum):

<u>Executive</u>	<u>Threshold</u>	<u>Target</u>	<u>Maximum</u>
Marc Holliday	100%	200%	300%
Stephen Green	100%	175%	250%
Andrew Mathias	100%	175%	250%

Sixty percent of each executive's annual cash bonus was determined in a formulaic manner based on the level of our achievement of a number of performance criteria as compared to the level established in advance by the Committee. The following set forth the specific performance criteria selected for 2014, the relative weighting of each of these criteria, the threshold, target and maximum performance levels established by the Committee in advance for each of these criteria and our actual 2014 results for each of these criteria:

<u>Performance criteria</u>	<u>2014 Weighting Levels</u>	<u>Threshold</u>	<u>Target</u>	<u>Maximum</u>	<u>2014 Actual Performance</u>
Core FFO per share(1)	10.0%	\$ 5.50	\$ 5.60	\$ 5.70	\$ 5.94
Annual square footage of Manhattan leases signed	10.0%	1,500,000	1,750,000	2,000,000	2,079,317
Same-store Manhattan(2) portfolio occupancy	5.0%	95.0%	95.5%	96.0%	96.1%
Mark-to-market on signed Manhattan leases	5.0%	3.0%	5.0%	7.0%	14.9%
Same-store cash NOI growth	5.0%	2.0%	2.5%	3.0%	3.5%
Dividend rate	10.0%	5.0%	7.5%	10.5	20.0%
Relative TRS for 2014(3)	7.5%	40 <sup>th</sup> Percentile	60 <sup>th</sup> Percentile	80 <sup>th</sup> Percentile	80 <sup>th</sup> Percentile
Absolute TRS for 2014	7.5%	5.0%	7.0%	9.0%	31.4%

- (1) Core FFO per share represents the adjusted FFO per share metric that we report to investors. For 2014, this number represented FFO per share before transaction costs of \$9.1 million, or \$0.09 per share.
- (2) Same-store Manhattan portfolio occupancy reflects the occupancy of the properties that comprised the same store portfolio at the beginning of 2014 as of December 31, 2014, inclusive of leases signed but not yet commenced. For properties that were removed from the same store portfolio during 2014 because they were sold (i.e., 673 First Avenue), occupancy is reflected as of the date of the sale. For properties that were removed from the same store portfolio during 2014, but we continue to manage, (i.e., 388-390 Greenwich Street), occupancy is reflected as of December 31, 2014.
- (3) Relative TRS for 2014 was based on our TRS relative to the TRS of the constituents of the SNL US REIT Office Index.

Consistent with the timing of prior years' annual cash bonus determinations, determinations under the formulaic annual cash bonus program were made in December 2014 based on a combination of actual results through that point in time and estimates of full year results. If actual results, once they are determined, would have resulted in a different payout, the amount of the next year's annual cash bonus would be appropriately adjusted. For 2014, actual results would not have resulted in a different payout. Based on our performance as measured against each of the specific performance levels set forth above, each of our executives earned the maximum amount with respect to the formulaic component of our cash bonus program.

The remaining 40% of each executive's annual cash bonus was determined by the Committee based on specific financial and operational data in relation to 2014 performance goals, but not in a formulaic manner. In determining this component of each executive's annual cash bonus, the Committee considered our performance as compared to our initial FFO per share guidance for 2014 and the other specific company goals and objectives for 2014 that were initially presented at our investor day conference in December 2013 as set forth below:

<u>2014 Goals and Objectives</u>	<u>2014 Results</u>
FFO per share initial guidance of \$5.62-\$5.72 per share	\$5.85 per share
2,000,000 square feet of Manhattan leases signed	2,079,317 sq. ft. signed
96.0% same-store Manhattan portfolio occupancy	96.1%
5-8% mark-to-market on signed Manhattan office leases	14.9%
3.5% same-store cash NOI growth	3.5%
\$400 million of acquisitions of office properties	\$2.6 billion
\$400 million of office property dispositions	\$980 million
\$500 million of investments in residential and retail properties	\$435 million
\$400 million of retained debt and preferred equity originations	\$626 million
Sign retail anchor for 650 Fifth	Did not sign retail anchor
Retain lease extension at 388-390 Greenwich	Retained lease extension
Dispose of at least one suburban asset	Sold one suburban asset
Dividend increase	20% increase
TRS greater than 10%	TRS of 31.4%
TRS in excess of MSCI US REIT Index by 300 basis points	TRS < Index + 300 basis points
Refinance out basis in 724 Fifth	Completed refinancing
Apply for special permit for One Vanderbilt	Applied for special permit
Growth portfolio EBITDA increase of \$40 million	Increase of <\$40 million
Obtain Fitch investment grade rating	Obtained investment grade rating

As a result of our superior performance as reflected in the level of our achievement of these goals and objectives, the Committee decided to award each of our executives the maximum amount with respect to the non-formulaic component of our cash bonus program.

For 2014, Messrs. Holliday, Green and Mathias were permitted to elect to receive LTIP units in lieu of any cash bonus earned under our annual cash bonus program. The number of LTIP units to be issued was to be based on the closing price of our common stock on the date on which the Committee determined the amount of the cash bonus that was earned or another date selected by the Committee within 15 days thereafter. The LTIP units were to be vested upon grant, but subject to a no-sell restriction until two years after the date they were granted. For 2014, Mr. Holliday elected to receive 65% of his annual cash bonus in LTIP units and Messrs. Green and Mathias each elected to receive his entire annual cash bonus in LTIP units.

Based on the above actual 2014 performance and the Committee's determinations with respect to 2014 performance, the following 2014 cash bonuses were awarded to Messrs. Holliday, Green and Mathias, respectively, pursuant to our formulaic annual cash bonus program and were paid as follows, based on each executive's individual elections:

<u>Executive</u>	<u>2014 Formulaic Cash Bonus</u>	<u>2014 Formulaic Cash Bonus Paid in Cash</u>	<u>2014 Formulaic Cash Bonus Paid in Equity</u>
Marc Holliday	\$ 3,150,000	\$ 1,102,500	\$ 2,047,500
Stephen Green	\$ 1,875,000	\$ —	\$ 1,875,000
Andrew Mathias	\$ 2,000,000	\$ —	\$ 2,000,000

The number of LTIP units that each of these executives received with respect to the portion of the 2014 cash bonus that was paid in equity was as follows: Mr. Holliday—17,007; Mr. Green—15,574 and Mr. Mathias—16,612.

#### *Annual Equity Bonuses and Other Cash Bonuses*

We also maintain an equity bonus program for our top three named executive officers and provide annual bonuses for our other named executive officers that are determined by the Committee, in its discretion, based on the short-term and long-term performance of our Company and the executive, the Committee's view of appropriate annual incentive awards in light of the executive's historical compensation, skill, experience and position, competitive market factors and such other factors as are determined appropriate by the Committee. In making these awards for 2014, the Committee sought to find a balance between (i) acknowledging the significant operational achievements attained during the year, as highlighted above, (ii) ensuring that annual incentive award and total compensation amounts were in line with the prevailing market and adequate to address recruitment and retention needs in the competitive New York City commercial real estate markets where we actively compete for business opportunities and executive talent with other publicly-traded REITs, private real estate operating companies, opportunity funds and sovereign wealth funds, among others, (iii) continuing to ensure our compensation programs create shoulder-to-shoulder alignment of management and stockholder interests by appropriately rewarding our named executive officers for the attainment of performance achievements that drive long-term value creation and (iv) rewarding our continued superior long-term TRS performance. The differences in compensation awarded to our named executive officers are generally a function of the executive's position and authority, as well as the competitive landscape for executives in similar positions in the New York City commercial real estate industry. For 2014, the Committee approved a cash bonus of \$1,100,000 for Mr. Mead and the following annual equity bonus awards for Messrs. Holliday, Green, Mathias and Levine:

<u>Executive</u>	<u>2014 Equity Bonus</u>
Marc Holliday	\$ 4,850,000
Stephen Green	\$ 2,625,000
Andrew Mathias	\$ 3,700,000
Andrew S. Levine	\$ 1,200,000

Mr. Mead's bonus was paid entirely in cash primarily because of the transition in the Chief Financial Officer role that was to occur on January 1, 2015. The 2014 equity bonuses paid to each of our other named executive officers were paid in early 2015 in the form of LTIP units that were vested upon grant, but subject to a no-sell restriction until two years after the date they were granted. Our named executive officers receive the following number of LTIP units for these equity bonuses: Mr. Holliday—40,286; Mr. Green—21,804; Mr. Mathias—30,733 and Mr. Levine—9,968.

#### *Long-Term Equity Incentive Awards*

Long-term equity incentives have been provided to our named executive officers through the grant of stock options, restricted stock, restricted stock units and/or LTIP units pursuant to our outperformance plans and in connection with new or extended employment agreements, and the majority of these awards have included performance-based vesting hurdles that must be met in order for recipients to earn them. The grant of equity awards links a named executive officer's compensation and net worth directly to the performance of our stock price as well as the achievement of other performance-based vesting hurdles in some cases, which we believe encourages our named executive officers to make decisions with an ownership mentality and provides alignment of interest with our stockholders. Due to these features of long-term equity incentive awards, the Committee has made these awards a central part of our executive compensation program.



## *Outperformance Plans*

A main component of our long-term equity incentive award program is our outperformance plans. Our outperformance plans provide equity awards to our named executive officers and others that are subject to performance-based vesting hurdles based on TRS or stock price appreciation over a multi-year period, subject to potential acceleration in some circumstances. These outperformance plans incorporate challenging performance hurdles and during periods where stockholders did not realize superior returns, such as during 2008 and 2009, our outperformance plans did not provide payouts. In addition to the performance-based vesting hurdles, all of these equity awards have additional time-based vesting provisions of four to five years in the aggregate with principally back-end vesting, based on continued employment, that act as a retention device and provide a strong incentive to the executives to increase stockholder value during the vesting period.

Our outperformance plans are designed to provide strong and direct alignment of our executive's interests with long-term stockholder interests. As a result, historically, we have provided a meaningful percentage of our executives' total compensation in the form of equity awards under our outperformance plans. We anticipate continuing to utilize these types of plans as a significant component of our future compensation program.

During 2014, three notable events occurred with respect to our outperformance plans:

- the three-year performance period for our 2011 Outperformance Plan concluded and, as a result of the fact that our aggregate total return exceeded \$2.6 billion during that performance period, we achieved maximum performance;
- the Committee granted additional LTIP units to substantially all of the participants in our 2011 Outperformance Plan in recognition of our strong continued stock price appreciation during the three-year performance period under our 2011 Outperformance Plan, which exceeded the level needed to achieve maximum performance under the plan; and
- the Committee established the general terms of our 2014 Outperformance Plan, which has a three-year performance period beginning on September 1, 2014, following the conclusion of the performance period for our 2011 Outperformance Plan.

In addition, the equity awards earned under the SL Green Realty Corp. 2010 Notional Unit Long-Term Compensation Plan, or our 2010 Notional Unit Plan, continued to align our executive's interest with those of our stockholders as the final vesting date for these equity awards did not occur until January 1, 2015.

### 2011 Outperformance Plan

In August 2011, the Committee approved the general terms of the SL Green Realty Corp. 2011 Long-Term Outperformance Plan, or our 2011 Outperformance Plan. Participants in our 2011 Outperformance Plan were eligible to earn, in the aggregate, up to \$85 million of LTIP units based on our total return to stockholders for the three-year period beginning September 1, 2011. Under our 2011 Outperformance Plan, participants were entitled to share in a "performance pool" comprised of LTIP units with a value equal to 10% of the amount, if any, by which our total return to stockholders during the three-year period exceeded a cumulative total return to stockholders of 25%, subject to the maximum of \$85 million of LTIP units; provided that if maximum performance was achieved, approximately one-third of each award could be earned at any time after the beginning of the second year and an additional approximately one-third of each award could be earned at any time after the beginning of the third year. All of our named executive officers received awards under our 2011 Outperformance Plan prior to 2014 and, in accordance with the provisions in his employment agreement, we granted an additional award under our 2011 Outperformance Plan to Mr. Mathias in

early 2014 pursuant to which Mr. Mathias could earn up to \$1,000,000 of LTIP units if maximum performance was achieved.

As a result of the total return to stockholders that we generated, on June 11, 2014, the Committee determined that maximum performance had been achieved, resulting in the earning of two-thirds of each award as of June 11, 2014. On September 11, 2014, the Compensation Committee determined the amounts of the final awards that were earned based on performance through the end of the performance period on August 31, 2014. Because the amount of our aggregate total return to stockholders during the three-year performance period exceeded \$2.6 billion and, as a result, was more than \$850 million above the 25% baseline established by our 2011 Outperformance Plan, participants earned the maximum award under our 2011 Outperformance Plan. Accordingly, our named executive officers earned the following number of LTIP units under our 2011 Outperformance Plan during 2014, 50% of which vested on August 31, 2014, and the remaining 50% of which is scheduled to vest on August 31, 2015, subject to continued employment through such date: Mr. Holliday—190,884; Mr. Green—84,213; Mr. Mathias—144,649; Mr. Mead—21,301; and Mr. Levine—35,420. In accordance with the terms of our 2011 Outperformance Plan, distributions were not paid on any LTIP units until they were earned, at which time we paid all distributions that would have been paid on the earned LTIP units since the beginning of the performance period, with such distributions being paid partly in cash and partly in the form of additional LTIP units.

In the event of a change in control, all unvested awards issued under our 2011 Outperformance Plan will become fully vested upon the change in control. Additionally, under our 2011 Outperformance Plan, an award recipient's termination due to death or disability will be treated in the same manner, for that award recipient, as if a change in control had occurred on the date of such termination. The awards made to our named executive officers under our 2011 Outperformance Plan also provide that if that executive's employment is terminated by us without cause or by the executive for good reason, then the executive is treated under our 2011 Outperformance Plan as if he had remained employed by us for 12 months after the date of his termination.

A total of 39 of our employees received awards pursuant to our 2011 Outperformance Plan, with 42% going to employees other than our named executive officers.

#### Additional LTIP Units

During 2014, the Committee granted additional LTIP units to substantially all of the participants in our 2011 Outperformance Plan in recognition of our strong continued stock price appreciation during the three-year performance period under our 2011 Outperformance Plan, which exceeded the level needed to achieve maximum performance under the plan. The number of these LTIP units granted to our executives are as follows: Mr. Holliday—14,962; Mr. Green—6,601; Mr. Mathias—11,339; and Mr. Levine—2,775. These LTIP units vest pro-rata over a three-year period on June 30, 2015, 2016 and 2017, subject to continued employment through such dates and the achievement of either an 8% per year increase in FFO per share or TRS in the top 35% of the constituents of the MSCI US REIT Index in the year prior to the applicable vesting date or on a cumulative basis from 2014 through the year prior to the applicable vesting date. Once vested, these LTIP units remain subject to a two-year restriction on transfer from the vesting date. See "Potential Payments Upon Termination or a Change-in-Control" below, for a discussion regarding potential acceleration of the equity awards and a description of the material terms of each named executive officer's employment agreement.

#### 2014 Outperformance Plan

In August 2014, the Committee approved the general terms of the SL Green Realty Corp. 2014 Outperformance Plan, or our 2014 Outperformance Plan. Under our 2014 Outperformance Plan, participants may earn awards based on our TRS on an absolute basis as well as on a relative basis

compared to the constituents of the MSCI US REIT Index, or Index Companies, over a three-year performance period beginning on September 1, 2014 and continuing through August 31, 2017. Awards earned based on absolute TRS will be determined independently of awards earned based on relative TRS. In order for participants to earn the full award under our 2014 Outperformance Plan, our TRS during the performance period must equal or exceed 50%, which would represent total returns to stockholders in excess of \$5 billion, and be in the top 25% of Index Companies. Our 2014 Outperformance Plan was designed to be complementary to our 2011 Outperformance Plan, as the baseline stock price for measuring performance under our 2014 Outperformance Plan exceeds the stock price at which maximum stock price appreciation would be achieved under our 2011 Outperformance Plan.

Awards that are earned under our 2014 Outperformance Plan will also be subject to vesting based on continued employment through August 31, 2018, with 50% of the awards earned vesting on August 31, 2017 and the remaining 50% vesting on August 31, 2018. The maximum number of LTIP units that may be earned under our 2014 Outperformance Plan will be 610,000 LTIP units; however, as of the date hereof, the Compensation Committee has only granted awards for 426,029 LTIP units and will retain discretion as to whether or when it will award the remainder of the total LTIP units.

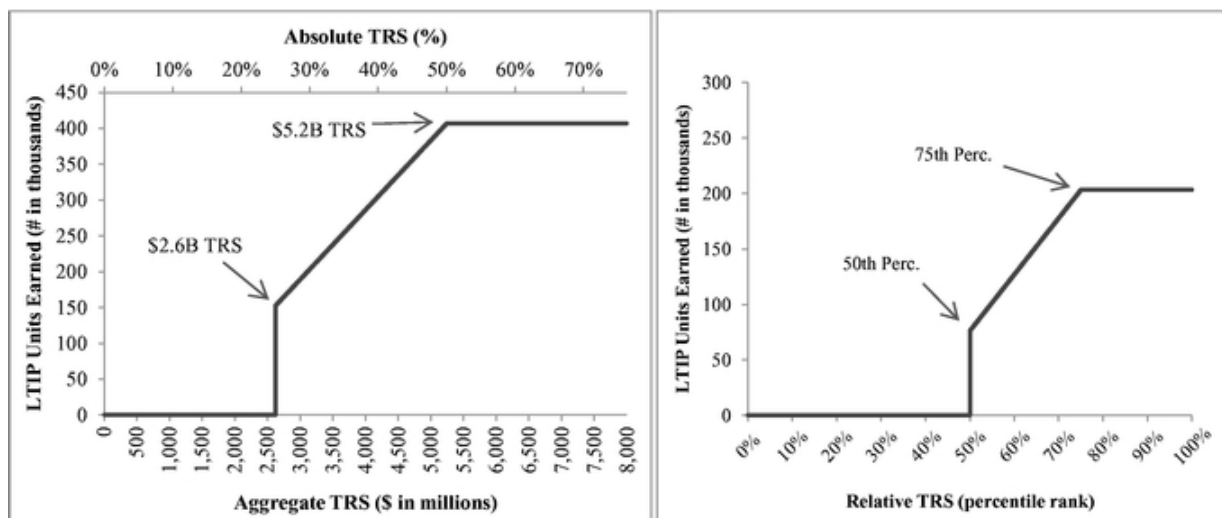
For each individual award, two-thirds of the LTIP units may be earned based on our absolute TRS and one-third of the LTIP units may be earned based on our relative TRS compared to Index Companies. In order for participants to earn the full award under our 2014 Outperformance Plan, our TRS during the performance period must equal or exceed 50% for the absolute component and be in the top 25% of Index Companies for the relative component. If our TRS during the performance period is 25% and at the 50th percentile of Index Companies, participants will earn 37.5% of the total awards. Participants will not earn any awards under our 2014 Outperformance Plan if our TRS during the performance period does not meet these minimum thresholds. The number of LTIP units that are earned if performance is above the minimum thresholds, but below the maximum hurdles, will be determined based on linear interpolation between the percentages earned at the minimum and maximum thresholds.

The manner in which the performance hurdles for our 2014 Outperformance Plan operate are illustrated below. In particular, as illustrated below, the absolute TRS component of our 2014 Outperformance Plan is structured so that the aggregate total return to our stockholders during the three-year performance period must exceed \$2.6 billion before awards subject to absolute TRS

performance will be earned, and maximum awards will only be earned if the aggregate total return equals or exceeds \$5.2 billion.

**Awards Earned for Absolute TRS Performance**

**Awards Earned for Relative TRS Performance**



In the event our performance reaches the maximum absolute TRS or relative TRS hurdle before the end of the three-year performance period, a pro-rata portion of the maximum award may be earned. For each component, if our performance reaches the maximum threshold during the second half of the performance period, participants will earn one-third of the maximum award. If our performance reaches the maximum threshold during the third year of the performance period for a component, participants will earn up to two-thirds of the maximum award that may be earned for that component. Except in the event of a change in control, no awards may be earned during the first half of the performance period and, with respect to the last one-third of the maximum award, no awards may be earned prior to the end of the performance period.

Awards may be earned upon a change in control as follows, but any such awards remain subject to vesting based on continued employment, as set forth above, with acceleration only occurring for a named executive officer in the event of a termination of the executive's employment by us without cause or by the executive for good reason. In the event of a change in control during the first year of the performance period, participants will earn, for each component, the greater of (i) a prorated award based on the attainment of prorated performance hurdles or (ii) a non-prorated award based on attainment of the full, non-prorated performance hurdles, in each case, using the change in control as the end of the performance period. In the event a change in control occurs after the first year of the performance period, awards will be earned for each component based upon the attainment of prorated performance hurdles using the change in control as the end of the performance period.

The awards made to our named executive officers under our 2014 Outperformance Plan also provide that if that executive's employment is terminated by us without cause or by the executive officer for good reason, then the executive officer is treated under our 2014 Outperformance Plan as if he had remained employed by us for 12 months after the date of his termination. If the executive officer's employment terminates due to death or disability, then such termination will be treated in the same manner, for that award recipient, as if a change in control occurred on the date of such termination; provided that any LTIP units earned in connection with death or disability will vest in full as of the date on which they are earned.

Distributions are not payable unless and until awards are earned. If awards are earned under our 2014 Outperformance Plan, each participant will then be entitled to the distributions that would have been paid had the number of earned LTIP units been earned at the beginning of the performance period. Those distributions will be paid in cash or additional LTIP units as determined by the Committee. Thereafter, distributions will be paid currently with respect to all earned LTIP units, whether vested or unvested.

Initial awards under our 2014 Outperformance Plan were made to our named executive officers in January 2015. No awards were granted to our named executive officers during 2014. Pursuant to our employment agreements with Messrs. Holliday and Mathias, we have agreed to allocate at least 22.67% and 16.00%, respectively, of the total awards under each of our future outperformance plans, which includes our 2014 Outperformance Plan, to these executives.

#### *Employment Agreement Awards*

The second main component of our long-term equity incentive award program is equity awards granted for retention purposes or in connection with new or extended employment agreements or the provisions of such agreements. We have typically entered into employment agreements with each of our named executive officers, other than Mr. Green, that have terms of three or four years. In connection with these agreements, we have typically granted one or more types of equity awards to our named executive officers that have vesting periods aligned with the terms of these agreements. Vesting of these awards has been based on continued employment and, for a majority of these awards, the achievement of performance hurdles.

Most recently, we entered into new employment agreements with Messrs. Holliday, Mathias, Mead and Levine in 2013, which superseded their previous employment agreements. In connection with these new employment agreements, we granted equity awards to Messrs. Mathias, Mead and Levine on the effective date of each such agreement. In addition, our employment agreements with Messrs. Holliday and Mathias provide for the granting of the LTIP units noted in the chart below, which, collectively for each of Mr. Holliday and Mr. Mathias, are scheduled to vest pro rata over the three-year term of the agreement. These long-term equity incentive awards were not granted at the time these agreements were entered into and, instead, these agreements provide that the executives will be entitled to terminate their employment with us and receive severance payments and benefits if we do not make these grants on or before their scheduled vesting dates. These provisions were included instead of making long-term grants at the time the agreement was entered into, in part, in order to avoid the distortion in measuring annual compensation that otherwise might have occurred if these grants were all made in the year in which we entered into the agreements. Regardless of the ultimate grant dates, for purposes of evaluating our executive compensation, we believe these awards should be viewed collectively as long-term equity awards, which is consistent with how the Committee has viewed these awards.

The following summarizes the terms of the long-term equity incentive awards made to our named executive officers in connection with their most recent employment agreements or renewed term or provided for in these agreements and the grant dates for these awards:

<u>Executive</u>	<u>Equity Award</u>	<u>Vesting/Grant Date</u>
Marc Holliday	200,000 stock options	One-third vesting on 1/17/14, 1/17/15 and 1/17/16; 5-year term (50%) and 10-year term (50%); granted in 2013
	87,870 LTIP units	Vest on 1/17/14; 60% subject to performance-based vesting; two-year post-vesting no-sale; granted in 2014
	87,870 LTIP units	Vest on 1/17/15; 100% subject to performance-based vesting; two-year post-vesting no-sale; granted in 2015
	87,870 LTIP units	Vest on 1/17/16; 100% subject to performance-based vesting; two-year post-vesting no-sale; to be granted by vesting date
Andrew Mathias(1)	130,000 stock options	One-third vesting on 12/31/14, 12/31/15 and 12/31/16; 5-year term (50%) and 10-year term (50%); granted in 2013
	58,666 LTIP units	Vest on 12/31/14; 60% subject to performance-based vesting; two-year post-vesting no-sale; granted in 2014
	58,667 LTIP units	Vest on 12/31/15; 100% subject to performance-based vesting; two-year post-vesting no-sale; granted in 2015
	58,667 LTIP units	Vest on 12/31/16; 100% subject to performance-based vesting; two-year post-vesting no-sale; to be granted by vesting date
Jim Mead	7,500 shares of restricted stock	One-fourth vesting at end of each fiscal quarter in 2014; granted in 2013
Andrew S. Levine	42,000 LTIP units	One-third vesting on 1/1/14, 1/1/15 and 1/1/16; 50% subject to performance-based vesting; granted in 2013

(1) Excludes additional allocations of awards under our outperformance plans that were made to Mr. Mathias in connection with his employment agreement.

As a result of amendments to the employment agreements with Messrs. Holliday and Mathias in 2014, 100% of future LTIP unit awards granted under their employment agreements are subject to performance-based vesting hurdles, with restructured hurdles that are more difficult to achieve than those originally established. For future awards, the vesting of the performance-based LTIP units set forth above is based on the achievement of any of the following financial performance goals: (i) 8% or greater increase in FFO on a per-share basis, (ii) 8% or greater TRS or (iii) TRS in the top 35% of the constituents of the MSCI US REIT Index. The performance hurdle will be met if any of such goals are met during the year prior to the vesting date (or, for Mr. Mathias, the year in which the vesting date occurs) or on a cumulative basis beginning with 2013 (or 2014 for Mr. Mathias) through the end of such year. In addition, LTIP units not earned in one year may vest on a subsequent vesting date occurring during the term of employment. The vesting of the performance-based LTIP units set forth above that were granted in 2014 or earlier is based on the achievement of any of the following financial performance goals: (i) 7% or greater increase in FFO on a per-share basis, (ii) 7% or greater TRS or (iii) TRS or percentage increase in FFO per share in the top 40% of a peer group of companies determined each year by the Committee. All of the LTIP units granted to Messrs. Holliday and Mathias include or will include a restriction on transfer until the earlier of two years after vesting, termination of employment or a change in control. These equity awards help us retain the continued services of and obtain non-competition covenants from our named executive officers, provide strong alignment of our executive's interests with those of our stockholders and incentivize our executives to meet long-term performance hurdles during the course of their employment term.

#### ***Perquisites and Other Personal Benefits***

We do not provide significant perquisites or personal benefits to our named executive officers, except that we reimburse our Chief Executive Officer and our Chairman for costs associated with automobiles they lease for personal use. Additionally, we provide our Chairman with a full-time driver and our Chief Executive Officer receives certain insurance benefits. The costs of these benefits constitute only a small percentage of the applicable executive's compensation.

#### ***Employment Agreements***

As noted above, we have employment agreements with all of our named executive officers. All of the employment agreements with our named executive officers provide for, among other things, severance payments and benefits and acceleration of equity awards in connection with certain qualified terminations. In return, each of our named executive officers has agreed to non-compete, non-solicitation, non-interference and confidentiality provisions. For each of our executives, we believe that because the severance level is negotiated up front, it makes it easier for us to terminate these executives without the need for protracted negotiations over severance. We also believe that providing pre-negotiated severance benefits for all of our executives in the event they are terminated without cause or terminate their employment for good reason following a change in control helps to further align the interests of our executives and our stockholders in the event of a potentially attractive proposed change in control transaction following which one or more of our executives may be expected to be terminated. See "Executive Compensation—Potential Payments Upon Termination or Change-in-Control" for a summary of the employment agreements with our named executive officers.

#### ***Clawback Policy***

The Board has adopted a clawback policy under which any incentive payments made to a named executive officer on the basis of having met or exceeded performance targets during a period of fraudulent activity for which such executive is found personally responsible may be recouped by the Company.

### ***Anti-hedging Policy***

The Board has adopted a policy prohibiting all of our executive officers and directors from engaging in hedging transactions with respect to our securities. Pursuant to this policy, our executive officers and directors may not engage in hedging transactions with respect to our securities (including, without limitation, partnership interests in our operating partnership) through puts, calls, covered calls, synthetic purchases, collars, other derivative securities of the Company or otherwise at any time. Prior to the adoption of this policy, none of our executive officers or directors were engaging in any hedging transactions with respect to our securities, and this policy was adopted to formally reflect the practices that our executive officers and directors had already been observing.

### ***Executive and Director Stock Ownership Guidelines***

In December 2011, in furtherance of the Committee's ongoing efforts to foster an ownership culture among our senior leadership team, we adopted stock ownership guidelines for our named executive officers and independent directors. We have subsequently revised these guidelines to increase the amount of equity our named executive officers are required to own in order to satisfy the guidelines. Pursuant to the current guidelines, our Chief Executive Officer is required to hold equity interests in the Company or its operating partnership having a market value equal to or greater than a multiple of eight times such officer's annual base salary, our other named executive officers are required to hold equity interests having a market value equal to or greater than a multiple of six times each such officer's base salary, and our independent directors are required to hold a number of shares of Company stock having a market value equal to or greater than three times their annual retainer. Named executive officers and directors have three years from the date of adoption of the guidelines to attain compliance with the stock ownership requirements, or in the case of a new named executive officer or independent director, three years from the commencement of their employment or election to the Board.

### ***Other Matters***

***Tax Treatment.*** The Committee reviews and considers the tax efficiency of executive compensation as part of its decision-making process. Section 162(m) of the IRC generally limits the deductibility of compensation over \$1 million to a corporation's named executive officers. We are a real estate investment trust and therefore generally does not pay income taxes. In addition, our named executive officers provide most of their services to our operating partnership. We have received a private letter ruling from the Internal Revenue Service to the effect that the deduction limitation of Section 162(m) does not apply with respect to compensation to our named executive officers for services rendered to our operating partnership. As a result, the amounts and form of compensation that we provide to our named executive officers is not materially impacted by Section 162(m) of the IRC.

***LTIP units.*** Under our 2010 Notional Unit Plan as well our 2014 and 2011 Outperformance Plans, in lieu of issuing shares of restricted stock, we issued a separate class of units of limited partnership interest in our operating partnership, which we refer to as LTIP units. We also used LTIP units for the equity bonuses that we granted to our named executive officers for 2014 and as equity awards granted in connection with new or extended employment agreements or the provisions of such agreements. LTIP units are similar to common units in our operating partnership, which generally are economically equivalent to shares of our common stock, except that the LTIP units are structured as "profits interests" for U.S. federal income tax purposes under current federal income tax law. As profits interests, LTIP units generally only have value, other than with respect to the right to receive distributions, if the value of the assets of our operating partnership increases between the issuance of LTIP units and the date of a book-up event for partnership tax purposes. If the value of the assets of our operating partnership increases sufficiently, the LTIP units can achieve full parity with common units in our operating partnership. If such parity is achieved, LTIP units may be converted, subject to



the satisfaction of applicable vesting conditions, on a one-for-one basis into common units, which in turn are redeemable by the holder for cash or, at our election, on a one-for-one basis into shares of our common stock. LTIP units are not entitled to distributions prior to being earned based on achievement against the performance-based hurdles contained in these plans. Once earned, these LTIP units, whether vested or unvested, entitle the holder to receive distributions per unit from our operating partnership that are equivalent to the dividends paid per share on our common stock.

LTIP units are intended to offer executives substantially the same long-term incentive as shares of restricted stock, with more favorable U.S. federal income tax treatment available for "profits interests" under current federal income tax law. More specifically, one key disadvantage of restricted stock is that executives are generally taxed on the full market value of a grant at the time of vesting, even if they choose to hold the stock. Conversely, under current federal income tax law, an executive would generally not be subject to tax at the time of issuance or vesting of an LTIP unit but only when he or she chooses to liquidate his or her LTIP units. Therefore, an executive who wishes to hold his or her equity awards for the long term can generally do so in a more tax-efficient manner with LTIP units. In light of the trade-offs between increased tax efficiency and incremental economic risk relating to the structure of the LTIP units as profits interests due to their only having value upon a book-up event as described above as compared to restricted stock, we chose to use LTIP units for our 2014 and 2011 Outperformance Plans and our 2010 Notional Unit Plan. We believe that the use of LTIP units in these plans has (i) enhanced our equity-based compensation package overall, (ii) advanced the goal of promoting long-term equity ownership by executives, (iii) not adversely impacted dilution as compared to restricted stock, and (iv) further aligned the interests of our executives with the interests of our stockholders. We also believe that these benefits outweigh the loss of the U.S. federal income tax business-expense deduction from the issuance of LTIP units, as compared to restricted stock.

### **Compensation Committee Report**

The Compensation Committee of the Board of Directors of SL Green Realty Corp. has reviewed and discussed the Compensation Discussion and Analysis required by Item 402(b) of Regulation S-K with management and, based on such review and discussions, our Compensation Committee recommended to the Board that the Compensation Discussion and Analysis be included in this annual proxy statement and incorporated by reference in the Company's Annual Report on Form 10-K for the year ended December 31, 2014.

Submitted by our Compensation Committee  
John H. Alschuler (Chairman)  
Edwin Thomas Burton, III  
John S. Levy

**Summary Compensation Table**

The following table sets forth information regarding the compensation paid to the individuals who served as our Chief Executive Officer and Chief Financial Officer during our 2014 fiscal year and each of our three most highly compensated executive officers, other than our Chief Executive Officer and Chief Financial Officer, whose total compensation exceeded \$100,000 during the fiscal year ended December 31, 2014, or collectively, the "named executive officers."

Name And Principal Position	Year	Salary (\$)	Bonus (\$)	Non-Equity Incentive Plan Compensation (\$)	Stock Awards(2) (\$)	Option Awards (\$)	All Other Compensation(3) (\$)	Total (\$)
Marc Holliday Chief Executive Officer	2014	\$ 1,050,000	—	\$ 1,102,500	\$ 14,160,346	—	\$ 41,215	\$ 16,354,061
	2013	\$ 1,050,000	\$ 1,100,000	—	\$ 6,632,200	\$ 3,849,590	\$ 38,938	\$ 12,670,728
	2012	\$ 1,000,000	\$ 2,000,000	—	\$ 7,241,604	—	\$ 39,051	\$ 10,280,655
Stephen L. Green Chairman of the Board	2014	\$ 750,000	—	—	\$ 4,468,371	—	\$ 173,992	\$ 5,392,363
	2013	\$ 750,000	—	—	\$ 4,543,356	—	\$ 148,389	\$ 5,441,745
	2012	\$ 750,000	\$ 2,000,000	—	\$ 4,054,936	—	\$ 147,810	\$ 6,952,746
Andrew Mathias President	2014	\$ 800,000	—	—	\$ 10,188,264	—	\$ 7,800	\$ 10,996,064
	2013	\$ 750,000	—	—	\$ 5,370,869	\$ 3,136,874	\$ 28,863	\$ 9,286,606
	2012	\$ 750,000	\$ 2,500,000	—	\$ 4,940,748	—	\$ 20,912	\$ 8,211,660
James Mead Former Chief Financial Officer(1)	2014	\$ 525,000	\$ 1,100,000	—	—	—	\$ 7,800	\$ 1,632,800
	2013	\$ 500,000	\$ 800,000	—	\$ 1,142,587	—	\$ 7,650	\$ 2,450,237
	2012	\$ 500,000	\$ 750,000	—	\$ 585,938	—	\$ 79,500	\$ 1,915,438
Andrew S. Levine Chief Legal Officer and General Counsel	2014	\$ 490,000	—	—	\$ 2,033,308	—	\$ 7,800	\$ 2,531,108
	2013	\$ 475,000	\$ 100,000	—	\$ 3,264,228	\$ 592,749	\$ 7,650	\$ 4,439,627
	2012	\$ 450,000	\$ 462,500	—	\$ 877,113	—	\$ 7,500	\$ 1,797,113

- (1) James Mead was our Chief Financial Officer during fiscal year 2014 and was succeeded by Matthew DiLiberto effective January 1, 2015.
- (2) Amounts shown do not reflect compensation actually received by the named executive officer. Instead, the amounts shown are the full grant date fair value of stock awards issued to the executives in 2014, 2013 and 2012, respectively. In accordance with SEC disclosure requirements, the amounts for 2014, 2013 and 2012 include the full grant date fair value of the executives' allocations in our 2011 Outperformance Plan granted during such years. The grant date fair value of such awards is computed in accordance with ASC 718, "Compensation-Stock Compensation" by the use of Monte Carlo simulation models that consider the probable outcomes of the market-based performance conditions governing such awards. For the awards granted under our 2011 Outperformance Plan during 2012, the Monte Carlo simulation model used an assumed stock price volatility level of 47% on the Company's common stock and a risk-free interest rate of 0.30%. For the awards granted under our 2011 Outperformance Plan during 2014, the Monte Carlo simulation model used an assumed stock price volatility level of 19% on the Company's common stock and a risk-free interest rate of 0.08%. The actual value of awards with respect to our 2011 Outperformance Plan was contingent upon the attainment of stockholder return targets over a three-year measurement period ending August 31, 2014. Assuming that maximum performance is achieved under our 2011 Outperformance Plan, the value at the grant date of the awards made under our 2011 Outperformance Plan during 2012 would each have been as follows: Mr. Holliday—\$9,633,333; Mr. Green—\$4,250,000; Mr. Mathias—\$6,800,000; Mr. Mead—\$1,075,000; and Mr. Levine—\$1,750,000, respectively. Assuming that maximum performance is achieved under our 2011 Outperformance Plan, the value at the grant date of the awards made under our 2011 Outperformance Plan during 2014 would have been \$1,000,000 with respect to Mr. Mathias.
- (3) The table and footnotes below shows the components of this column for 2014, which include certain perquisites such as Company 401(k) matching contributions.

Name	Year	All Other Compensation (\$)
Marc Holliday	2014	\$ 41,215(a)
Stephen L. Green	2014	\$ 173,992(b)
Andrew Mathias	2014	\$ 7,800(c)
James Mead	2014	\$ 7,800(d)
Andrew S. Levine	2014	\$ 7,800(e)

- a) Represents (i) the Company's matching contributions with respect to amounts earned by the named executive officer under our 401(k) plan (\$7,800), (ii) leased car payments (\$22,103) and (iii) life insurance premiums (\$11,312). The Company's 401(k) matching contributions are credited in the year subsequent to which employees make their contributions.

- b) Represents leased car (\$22,007) and full-time driver payments (\$151,985). Mr. Green is the only officer in the Company provided with a full-time driver, which allows him to use his time efficiently for business purposes during his travel time, and it is the Company's policy to not provide such perquisite to any officer other than Mr. Green.
- c) Represents the Company's matching contributions with respect to amounts earned by the named executive officer under our 401(k) plan (\$7,800). The Company's 401(k) matching contributions are credited in the year subsequent to which employees make their contributions.
- d) Represents the Company's matching contributions with respect to amounts earned by the named executive officer under our 401(k) plan (\$7,800). The Company's 401(k) matching contributions are credited in the year subsequent to which employees make their contributions.
- e) Represents the Company's matching contributions with respect to amounts earned by the named executive officer under our 401(k) plan (\$7,800). The Company's 401(k) matching contributions are credited in the year subsequent to which employees make their contributions.

## 2014 Grants of Plan-Based Awards

The following table sets forth certain information with respect to each grant of an award made to a named executive officer in the fiscal year ended December 31, 2014.

Name	Grant Date	Approval Date	Estimated Possible Payouts Under Non-Equity Incentive Plan Awards (#)			Estimated Future Payouts Under Equity Incentive Plan Awards (#)			All Other Stock Awards; Number of Shares of Stock or Units	Grant Date Fair Value of Stock and Option Awards (\$)
			Threshold (\$/#)	Target (\$/#)	Maximum (\$/#)	Threshold (\$/#)	Target (\$/#)	Maximum (\$/#)		
Marc Holliday	01/10/2014	01/10/2014	—	—	—	—	—	—	55,241(1)	\$ 4,101,534
	01/10/2014	01/10/2014	—	—	—	—	—	—	35,148(2)	\$ 2,609,669
	01/10/2014	01/10/2014	—	—	—	—	—	—	52,722(3)	\$ 3,914,503
	01/18/2014	09/10/2013	—	—	—	—	—	—	5,922(4)	\$ 550,687
	06/11/2014	06/11/2014	—	—	—	—	5,220(5)	5,220(5)	—	\$ 475,954
	09/11/2014	09/11/2014	—	—	—	—	9,742(5)	9,742(5)	—	\$ 870,021
	12/12/2014	12/12/2014	—	—	—	—	—	—	17,007(10)	\$ 1,637,978
	N/A	N/A	357,500(11)	\$ 735,000(11)	\$ 1,102,500(11)	—	—	—	—	—
Stephen L. Green	01/01/2014	12/09/2009	—	—	—	—	—	—	1,633(6)	\$ 150,857
	01/10/2014	01/10/2014	—	—	—	—	—	—	29,950(1)	\$ 2,223,728
	06/11/2014	06/11/2014	—	—	—	—	2,303(5)	2,303(5)	—	\$ 209,985
	09/11/2014	09/11/2014	—	—	—	—	4,298(5)	4,298(5)	—	\$ 383,838
	12/12/2014	12/12/2014	—	—	—	—	—	—	15,574(10)	\$ 1,499,963
Andrew Mathias	01/01/2014	11/08/2013	—	—	—	—	—	—	4,355(6)	\$ 402,315
	01/10/2014	01/10/2014	—	—	—	—	—	—	27,732(1)	\$ 2,059,046
	01/10/2014	01/10/2014	—	—	—	—	—	—	23,466(7)	\$ 1,742,304
	01/10/2014	01/10/2014	—	—	—	35,200(8)	35,200(8)	—	—	\$ 2,695,202
	01/10/2014	01/10/2014	—	—	—	—(9)	\$ 1,000,000(9)	\$ 1,000,000(9)	—	\$ 669,412
	06/11/2014	06/11/2014	—	—	—	—	3,955(5)	3,955(5)	—	\$ 360,613
	09/11/2014	09/11/2014	—	—	—	—	7,384(5)	7,384(5)	—	\$ 659,437
12/12/2014	12/12/2014	—	—	—	—	—	—	16,612(10)	\$ 1,599,935	
James Mead	—	—	—	—	—	—	—	—	—	—
Andrew S. Levine	01/10/2014	01/10/2014	—	—	—	—	—	—	11,093(1)	\$ 823,633
	06/11/2014	06/11/2014	—	—	—	—	968(5)	968(5)	—	\$ 88,261
	09/11/2014	09/11/2014	—	—	—	—	1,807(5)	1,807(5)	—	\$ 161,376
	12/12/2014	12/12/2014	—	—	—	—	—	—	9,968(1)	\$ 960,038

- (1) This grant of LTIP units vested immediately upon grant, but remains subject to a two-year restriction on transfer from the date of grant.
- (2) This grant of LTIP units was awarded in connection with Mr. Holliday's employment agreement and was subject to vesting based on continued employment through January 17, 2014. Once vested, these LTIP units remain subject to a restriction on transfer until the earlier of two years after vesting, termination of employment or a change in control.
- (3) This grant of LTIP units was awarded in connection with Mr. Holliday's employment agreement based on the achievement of certain performance criteria for 2013 and was subject to vesting based on continued employment through January 17, 2014. Once vested, these LTIP units remain subject to a restriction on transfer until the earlier of two years after vesting, termination of employment or a change in control.
- (4) This grant of notional stock units was subject to vesting based on continued employment through January 17, 2015. Each stock unit represents the contingent right to receive the value of one share of common stock in accordance with the terms of a deferred compensation agreement.
- (5) Represents LTIP units granted in recognition of our strong stock price performance during the three-year performance period under our 2011 Outperformance Plan, which exceeded the level needed to achieve maximum performance under the plan. This grant of LTIP units vests pro-rata over a three-year period on June 30, 2015, 2016 and 2017, respectively, subject to continued employment through such dates and the achievement of either an 8% per year increase in FFO per share or total return to stockholders in the top 35% of the constituents of the MSCI US REIT Index in the year prior to the applicable vesting date or on a cumulative basis from 2014 through the year prior to the applicable vesting date. Once vested, these LTIP units remain subject to a restriction on transfer until the earlier of two

years after vesting, termination of employment or a change in control. The "Maximum (\$/#)" column represents the maximum number of LTIP units that could be earned. The "Target (\$/#)" column represents the number of LTIP units that would be earned if the performance goals are achieved. The LTIP units only provide for a single level of performance each year. Accordingly, the "Threshold(\$/#)" subcolumn is not applicable.

- (6) This grant of notional stock units was subject to vesting based on continued employment through December 31, 2014. Each stock unit represents the contingent right to receive the value of one share of common stock in accordance with the terms of a deferred compensation agreement.
- (7) This grant of LTIP units was awarded in connection with Mr. Mathias's employment agreement and was subject to vesting based on continued employment through December 31, 2014. Once vested, these LTIP units remain subject to a restriction on transfer until the earlier of two years after vesting, termination of employment or a change in control.
- (8) This grant of LTIP units was awarded in connection with Mr. Mathias's employment agreement and was subject to vesting based on the achievement of any of the following financial performance goals during 2014 (or on a cumulative basis beginning with 2014 through the end of 2015 or 2016) and continued employment through the end of the year as of which the financial performance goals are achieved: (i) 7% or greater increase in FFO on a per-share basis, (ii) 7% or greater TRS or (iii) TRS or percentage increase in FFO per share in the top 40% of a peer group of companies determined each year by our Compensation Committee. Once vested, these LTIP units remain subject to a restriction on transfer until the earlier of two years after vesting, termination of employment or a change in control. The "Maximum (\$/#)" column represents the maximum number of LTIP units that could be earned. The "Target (\$/#)" column represents the number of LTIP units that would be earned if the performance goals are achieved. The LTIP units only provide for a single level of performance. Accordingly, the "Threshold(\$/#)" subcolumn is not applicable.
- (9) Represents awards made under our 2011 Outperformance Plan. Under our 2011 Outperformance Plan, awards were to be paid to each executive in LTIP units with a value equal to the dollar amount earned by such executive under the plan. See "Compensation Discussion and Analysis—Long-Term Incentive Awards—Outperformance Plans—2011 Outperformance Plan" for a description of the terms of our 2011 Outperformance Plan. The "Maximum (\$/#)" column represents the maximum dollar amount that could have been earned under our 2011 Outperformance Plan based on the portion of the awards that were allocated in 2014 to the named executive officer. The "Target (\$/#)" column represents the dollar amount that would be earned based on TRS during the three-year performance period under our 2011 Outperformance Plan of September 1, 2011 through August 31, 2014. Awards under our 2011 Outperformance Plan could have ranged from \$0 to the maximum amount set forth in the table. Accordingly, the "Threshold(\$/#)" subcolumn is not applicable.
- (10) Represents LTIP units granted pursuant to our formulaic annual cash bonus program for 2014. As noted above, each of Messrs. Holliday, Green and Mathias was permitted to elect to receive LTIP units in lieu of any cash bonus earned under our formulaic annual cash bonus program. Mr. Holliday elected to receive 65% of his cash bonus in LTIP units and each of Messrs. Green and Mathias elected to receive 100% of his cash bonus in LTIP units. These grants are reported as Stock Awards because the agreements pursuant to which each of these executives had the option to elect settlement in LTIP units was within the scope of ASC 718. These LTIP units were vested upon grant, but remained subject to a two-year restriction on transfer from the date of grant.
- (11) Represents cash payouts that were possible pursuant to our formulaic annual cash bonus program for 2014. This only includes the portion of cash bonus that Mr. Holliday did not elect to receive in LTIP units, which was 35% of his cash bonus for 2014. See "Compensation Discussion and Analysis—Annual Incentive Awards—Formulaic Cash Bonus Program" for a description of this award.

Grants of all equity awards were made pursuant to the 2005 Plan. LTIP units that are only subject to time-based vesting based on continued employment through a specified date (and have not been forfeited) generally entitle executives to receive cash dividends, dividend equivalents or distributions whether or not then vested. LTIP units that are subject to performance-based vesting hurdles accrue cash dividends, dividend equivalents or distributions prior to the achievement of these hurdles, and such accrued amounts are only paid to the executives if and when the performance hurdles are met.

See "Potential Payments Upon Termination or a Change-in-Control" below, for a discussion regarding potential acceleration of the equity awards and a description of the material terms of each named executive officer's employment agreement.

**Outstanding Equity Awards at Fiscal Year-End 2014**

The following table sets forth certain information with respect to all outstanding equity awards held by each named executive officer at the fiscal year ended December 31, 2014.

Name	Option Awards				Stock Awards			
	Number of Securities Underlying Unexercised Options (#) Exercisable	Number of Securities Underlying Unexercised Options (#) Unexercisable	Option Exercise Price (\$)	Option Expiration Date	Number of Shares or Units of Stock That Have Not Vested (#)(1)	Market Value of Shares or Units of Stock That Have Not Vested(2)	Equity Incentive Plan Awards: Number of Unearned Shares, Units or Other Rights That Have Not Vested (#)	Equity Incentive Plan Awards: Market or Payout Value of Unearned Shares or Units or Rights that Have Not Vested(2)
Marc Holliday	33,333(4)	66,667(4)	\$ 76.65	01/02/2018	168,410	\$ 20,044,158	9,975(3)	\$ 1,187,225
	33,333(4)	66,667(4)	\$ 76.65	01/02/2023	—	—	—	—
Stephen L. Green	—	—	—	—	77,156	\$ 9,183,107	4,402(3)	\$ 523,926
Andrew Mathias	21,666(5)	43,334(5)	\$ 91.43	11/08/2018	132,703	\$ 15,794,311	7,560(3)	\$ 899,791
	21,666(5)	43,334(5)	\$ 91.43	11/08/2018	—	—	—	—
James Mead	—	—	—	—	14,618	\$ 1,739,834	—	—
Andrew S. Levine	—	12,500(6)	\$ 90.15	12/12/2018	52,007	\$ 6,189,754	8,851(3)	\$ 1,053,446
	—	12,500(6)	\$ 90.15	12/12/2023	—	—	—	—

(1) For each of our named executive officers, includes the following:

Executive	2010 Notional Unit Plan		2011 Outperformance Plan Units(c)	2013 LTIP Units(d)	2014 LTIP Units(e)	Performance-Based Employment Agreement LTIP Units(f)	Time-Based Employment Agreement LTIP Units(g)
	Notional Stock Units(a)	LTIP Units(b)					
Marc Holliday	5,922	62,059	95,442	—	4,987	—	—
Stephen L. Green	—	32,850	42,107	—	2,199	—	—
Andrew Mathias	—	54,750	72,325	1,849	3,779	—	—
Jim Mead	—	3,967	10,651	—	—	—	—
Andrew S. Levine	—	12,373	17,710	—	924	7,000	14,000

- (a) Represents notional stock units, each of which represents the contingent right to receive the value of one share of common stock in accordance with the terms of a deferred compensation agreement. These notional stock units vested on 01/17/2015. Vested notional stock units are settled in cash no later than 30 days following the earliest of (i) Mr. Holliday's death, (ii) the date of Mr. Holliday's separation from service with us, and (iii) the effective date of a Change-in-Control (as defined in the deferred compensation agreement).
- (b) Represents LTIP unit awards with respect to which the performance-based vesting conditions had been met under our 2010 Notional Unit Plan, but which remained subject to vesting requirements based on continued employment, which vested on 01/01/2015 subject to continued employment through such date.
- (c) Represents LTIP unit awards with respect to which the performance-based vesting conditions had been met under our 2011 Outperformance Plan, but which remained subject to vesting requirements based on continued employment, which are scheduled to vest on 08/31/2015 subject to continued employment through such date.
- (d) Represents LTIP units granted on 11/08/2013, which vested on 01/01/2015.
- (e) Represents LTIP Units granted in recognition of our strong stock price performance during the three-year performance period under our 2011 Outperformance Plan, which exceeded the level needed to achieve maximum performance under the plan, and which vest on 6/30/2015 based on 2014 performance, subject to continued employment through such dates.
- (f) Represents LTIP units granted on 06/27/2013, which vested on 01/01/2015 based on 2014 performance.
- (g) Represents LTIP units granted on 06/27/2013, of which one-half vested on 01/01/2015 and one-half is scheduled to vest on 01/01/2016, subject to continued employment through such date.
- (2) Based on a price of \$119.02 per share/unit, which was the closing price on the New York Stock Exchange of one share of our common stock on December 31, 2014. Assumes that the value of LTIP units on a per unit basis is equal to the per share value of our common stock.
- (3) Includes the following LTIP Units granted in recognition of our strong stock price performance during the three-year performance period under our 2011 Outperformance Plan, which exceeded the level needed to achieve maximum performance under the plan, and which vest pro-rata on 06/30/2016 and 06/30/2017, respectively, subject to continued employment through such dates and the achievement of either an 8% per year increase in FFO per share or TRS in the top 35% of the constituents of the MSCI US REIT Index in the year prior to the applicable vesting date or on a cumulative basis from 2014 through the year prior to the applicable vesting date: Mr. Holliday—9,975 LTIP units, Mr. Green—4,402 LTIP units, Mr. Mathias—7,560 LTIP units and Mr. Levine—1,851 LTIP units. For Mr. Levine, also includes 7,000 LTIP units granted on 06/27/2013, which are scheduled to vest on 01/01/2016, based on the attainment of specified performance goals during the vesting period and subject to continued employment through such date.

- (4) Reflects an award of 100,000 stock options that expire five years after the date of grant and an award of 100,000 stock options that expire 10 years after the date of grant, of which one-third of each vested on 01/17/2014 and an additional one-third of each is scheduled to vest on each of 01/17/2015 and 01/17/2016 subject to continued employment through such dates.
- (5) Reflects an award of 65,000 stock options that expire five years after the date of grant and an award of 65,000 stock options that expire 10 years after the date of grant, of which one-third of each vested on 12/31/2014 and an additional one-third of each is scheduled to vest on each of 12/31/2015 and 12/31/2016 subject to continued employment through such dates.
- (6) Reflects an award of 12,500 stock options that expire five years after the date of grant and an award of 12,500 stock options that expire 10 years after the date of grant, each of which vests pro-rata over a three-year period on 01/01/2015, 01/01/2016 and 01/01/2017, respectively, subject to continued employment through such dates.

## 2014 Option Exercises and Stock Vested

The following table sets forth certain information with respect to the exercise of stock options, stock appreciation rights, or SARs, and similar instruments, and the vesting of stock, including restricted stock, restricted stock units, LTIP units and similar instruments for each named executive officer during the fiscal year ended December 31, 2014.

<u>Name</u>	<u>Number of Shares Acquired on Exercise (#)</u>	<u>Value Realized on Exercise (\$)</u>	<u>Number of Shares Acquired on Vesting (#)</u>	<u>Value Realized on Vesting(1) (\$)</u>
Marc Holliday	—	—	261,256	\$ 26,311,675
Stephen L. Green	—	—	89,263	\$ 9,453,264
Andrew Mathias	—	—	179,689	\$ 19,983,114
James Mead	—	—	18,150	\$ 1,971,521
Andrew S. Levine	—	—	52,771	\$ 5,459,497

(1) Amounts reflect the market value of the stock on the vesting date.

## Potential Payments Upon Termination or Change-in-Control

Each of our named executive officers is a party to an employment and non-competition agreement between us and such executive officer. This section describes the material terms of each named executive officer's employment and non-competition agreement and provides the amount of compensation that would be provided to each named executive officer by us under these agreements and our other executive compensation programs in the event of termination of such executive's employment with us or a Change-in-Control without termination of employment. The amount of compensation payable to each named executive officer upon (i) a Change-in-Control without termination of the named executive officer, (ii) termination of the named executive officer by us for Cause or by the executive without Good Reason, (iii) termination of the named executive officer by us without Cause or by the executive with Good Reason, (iv) termination of the named executive officer in connection with a Change-in-Control, (v) termination of the named executive officer in the event of the disability of the executive and (vi) termination of the named executive officer in the event of the death of the executive, each referred to as a Triggering Event, is described below. The types of events constituting Cause, Good Reason, disability and a Change-in-Control may differ in some respects among the different arrangements providing for benefits to the named executive officers; however, for consistency in presentation, our executive compensation arrangements have been grouped together based on these concepts without regard for any such differences.

The amounts shown below assume that such Change-in-Control or such termination was effective as of December 31, 2014 and are estimates of the amounts that would be provided to the named executive officers upon such Change-in-Control or termination of employment. The value of the acceleration of vesting of shares of restricted stock and the LTIP units is based on the value of unvested awards set forth in the "Outstanding Equity Awards" table above.

Health and welfare benefits are valued based on the estimated amount of future premiums that would be paid on behalf of the named executive officer under our existing plans, based on the premiums in effect as of December 31, 2014. The actual amounts to be paid out can only be determined at the time of such Change-in-Control or such named executive officer's separation from the Company. The amounts described below do not include payments and benefits to the extent they have been earned prior to the termination of employment or Change-in-Control or are provided on a non-discriminatory basis to salaried employees upon termination of employment. These include: accrued salary and vacation pay; earned and accrued, but unpaid, bonuses; distribution of plan balances under our 401(k) plan; life insurance proceeds in the event of death; and disability insurance payouts in the event of disability. All of the cash severance payments described below are to be made as lump sum payments at the time of termination; provided that, to the extent necessary to avoid the imposition of an additional tax under Section 409A of the IRC, the payments are to be delayed until six months after termination, during which time the payments will accrue interest at the rate of 5% per annum.

We have designed our retention policy, in part, through significant back-end vesting requirements to the executives' equity-based awards. Certain of these termination and Change-in-Control provisions result in significant payments in the event of certain termination events. We have designed our equity-based awards to encourage retention and continued performance. As a result, the executive would suffer a material economic forfeiture should an executive leave our employment without Good Reason.

**Stephen L. Green.** Stephen L. Green's amended and restated employment and non-competition agreement had an initial term commencing on December 24, 2010 and ending on December 31, 2011, subject to automatic renewal for successive one-year periods unless either party delivers six months' prior written notice of non-renewal under the agreement. As neither party provided written notice of non-renewal prior to June 30, 2014, the term was automatically extended through December 31, 2015. The agreement provides for an annual salary of no less than \$750,000 from January 1, 2011 through the end of the employment period, and such discretionary annual bonuses as we, in our sole discretion, may deem appropriate to reward Mr. Green for job performance. In addition to annual salary and bonuses, the agreement provides for annual contributions of notional stock units with a value equal to \$150,000, on January 1st of each year during the employment period, into a deferred compensation account maintained on Mr. Green's behalf, with vesting of each annual contribution occurring on December 31st of that year subject to continued employment. Under the agreement, we are also obligated to maintain a life insurance policy for the benefit of Mr. Green's beneficiaries in the face amount of \$5 million, or if not available at reasonable rates, to self-insure Mr. Green up to the maximum cash severance payable under the agreement. The benefit payable under this policy to Mr. Green's beneficiaries will offset certain other benefits that would otherwise be provided to his estate under this agreement, as more fully described below.

If Mr. Green's employment is terminated for any reason, under the agreement he will be subject to the following continuing obligations after termination: (i) noncompetition with us for 18 months (12 months if employment is terminated upon or after the scheduled expiration of the term of employment or 6 months if employment is terminated in connection with or within 18 months after a Change-in-Control); (ii) nonsolicitation of our employees for 30 months (unless employment is terminated by us without Cause or Mr. Green with Good Reason in connection with or within 18 months after a Change-in-Control, in which case the nonsolicitation provision will not extend beyond termination of employment); and (iii) nondisparagement of us and non-interference with our business for one year. In connection with a Triggering Event occurring as of December 31, 2014, Mr. Green would have been entitled to the following payments and benefits:

- *Change-in-Control without termination.* Under our 2010 Notional Unit Plan and our 2011 Outperformance Plan, the time-based vesting of the remaining unvested awards would have been accelerated. The accelerated time-based vesting under our 2010 Notional Unit Plan and 2011 Outperformance Plan would have resulted in Mr. Green receiving a total value of \$8,921,382.

Mr. Green would not have received any additional benefits or payments in the event of a Change-in-Control under his employment agreement or otherwise. Under the employment agreement, in the event that any payment or benefit constitutes an excess "parachute payment" under Section 280G of the IRC subject to an excise tax, Mr. Green will not be entitled to a tax gross-up payment; however, Mr. Green's payments and benefits would be reduced to the extent necessary to avoid such excise taxes, but only if such a reduction of pay or benefits would result in a greater after-tax benefit to Mr. Green. In order to avoid creating an opportunity for a successor to induce Mr. Green to terminate his employment without Good Reason following a Change-in-Control, Mr. Green will be entitled to receive cash compensation following a Change-in-Control at a per annum rate equal to the sum of his base salary in effect prior to the Change-in-Control plus his annual bonus and the value of his deferred compensation contributions and his equity awards (other than those granted under outperformance plans) that vested during the most recent fiscal year prior to the Change-in-Control, and the failure to pay such compensation after a Change-in-Control will constitute Good Reason. In addition, upon a Change-in-Control, the performance-based vesting criteria for the additional LTIP unit awards granted to Mr. Green in 2014 in recognition of our strong stock price performance during the three-year performance period under our 2011 Outperformance Plan will be determined based on performance through the date of the Change-in-Control, but these awards will remain subject to vesting based on continued employment through the originally established vesting dates. If a Change-in-Control had occurred on December 31, 2014, the performance-based vesting criteria for these awards would have been satisfied.

- *Termination with Cause or without Good Reason.* Mr. Green would have received no payments or benefits.
- *Termination without Cause or for Good Reason.* Under Mr. Green's employment agreement, Mr. Green would have received a cash severance payment of \$10,600,000, which is equal to the sum of (i) his average annual base salary in effect during the preceding 24 months, or his Average Annual Base Salary, plus (ii) a bonus equal to the average annual cash bonuses (including any portion of the annual cash bonus paid in the form of equity awards, but excluding any annual or other equity awards made other than as payment of a cash bonus) paid to him for the two most recently completed fiscal years, or his Average Annual Cash Bonus, plus (iii) his average annual deferred compensation contribution during the preceding 24 months, calculated based on the cash value of the annual deferred compensation contributions as of the dates of such contributions, or his Average Deferred Compensation, plus (iv) a pro rata bonus for the year in which Mr. Green's employment was terminated (and the prior year if such bonus had not yet been determined) based on Mr. Green's Average Annual Cash Bonus. Under Mr. Green's employment agreement, Mr. Green also would have received his medical and welfare benefits for 12 months, the cost of which to us is projected to aggregate approximately \$26,838. Under Mr. Green's employment agreement, all of his outstanding equity awards, other than those made under our outperformance plans, and all of his outstanding unvested deferred compensation contributions would have fully vested upon termination. This accelerated vesting would have resulted in total value of \$785,651. Under our 2010 Notional Unit Plan and our 2011 Outperformance Plan, Mr. Green also would have 12 months of additional vesting for his awards under those plans. Mr. Green would have received a total value of \$8,921,382 from this 12 months of additional vesting. Mr. Green only would have been entitled to receive the severance payments, accelerated vesting and other benefits provided for in his employment agreement, as described above, if he executed a general release of claims with us.



- *Termination in connection with a Change-in-Control.* Under Mr. Green's employment agreement, if Mr. Green had been terminated by us without Cause or by Mr. Green for Good Reason in connection with or within 18 months after a Change-in-Control, Mr. Green would have received a cash severance payment of \$22,100,000, which is equal to the sum of (i) three times the sum of his Average Annual Base Salary, Average Annual Cash Bonus and Average Deferred Compensation, plus (ii) a pro rata bonus for the year in which his employment was terminated (and a bonus for the prior year if such bonus had not yet been determined) based on his Average Annual Cash Bonus. Under Mr. Green's employment agreement, Mr. Green also would have received his medical and welfare benefits for 24 months, the cost of which to us is projected to aggregate approximately \$53,676. Mr. Green's equity awards and outstanding unvested deferred compensation contributions would have fully vested resulting in total value of \$9,707,033. Under Mr. Green's employment agreement, in the event that any payment or benefit constitutes an excess "parachute payment" under Section 280G of the IRC subject to an excise tax, Mr. Green will not be entitled to a tax gross-up payment; however, Mr. Green's payments and benefits would be reduced to the extent necessary to avoid such excise taxes, but only if such a reduction of pay or benefits would result in a greater after-tax benefit to Mr. Green.
- *Termination upon disability.* Under Mr. Green's employment agreement, Mr. Green would have received a cash severance payment of \$10,600,000, which is equal to the sum of (i) the sum of his Average Annual Base Salary, Average Annual Cash Bonus and Average Deferred Compensation, plus (ii) a pro rata bonus for the year in which his employment was terminated (and a bonus for the prior year if such bonus had not yet been determined) based on his Average Annual Cash Bonus. Under Mr. Green's employment agreement, Mr. Green also would have continued to receive his medical and welfare benefits for 36 months, the cost of which to us is projected to aggregate approximately \$80,514. Mr. Green also would have received 24 months of additional vesting for his outstanding equity awards, other than awards made under our 2010 Notional Unit Plan and our 2011 Outperformance Plan, and full vesting for his stock options, equity awards granted in lieu of cash bonuses and any unvested deferred compensation contributions. Under our 2010 Notional Unit Plan and our 2011 Outperformance Plan, the time-based vesting of the awards would have been accelerated. The combination of the accelerated vesting under Mr. Green's employment agreement, our 2010 Notional Unit Plan and our 2011 Outperformance Plan results in total value of \$9,445,149. Mr. Green only would have been entitled to receive the severance payments, accelerated vesting and other benefits provided for in his employment agreement, as described above, if he had executed a general release of claims with us.
- *Termination upon death.* Under Mr. Green's employment agreement, Mr. Green's estate would have received (i) a cash severance payment equal to his pro rata bonus for the year in which his employment was terminated (and the prior year if such bonus had not yet been determined) based on his Average Annual Cash Bonus, (ii) 24 months of additional vesting for his outstanding equity awards, other than awards made under our 2010 Notional Unit Plan and our 2011 Outperformance Plan, and (iii) full vesting for his equity awards granted in lieu of cash bonuses and his outstanding unvested deferred compensation contributions. Under the general terms of our equity plans, all of the stock options granted to Mr. Green would have fully vested. Under our 2010 Notional Unit Plan and our 2011 Outperformance Plan, the time-based vesting of the awards would have been accelerated. However, notwithstanding the foregoing, Mr. Green's estate only would have been entitled to receive the pro rata bonus, vesting credit, payments and other benefits described above to the extent that the aggregate value of such pro rata bonus, vesting credit, payments and other benefits exceeds the amount payable to Mr. Green's beneficiaries under the life insurance policy, or self-insurance, maintained by us. As we maintained a life insurance policy for the benefit of Mr. Green's beneficiaries in the face amount of \$5 million as of December 31, 2014, the aggregate value that Mr. Green's estate

would have received with respect to the pro rata bonus, vesting credit, payments and other benefits described above would have been \$9,295,149, which equals the amount by which their value exceeded \$5 million.

**Marc Holliday.** Marc Holliday's amended and restated employment and non-competition agreement has an initial term commencing on January 18, 2013 and ending on January 17, 2016; provided that, if a Change-in-Control occurs within 18 months prior to the scheduled expiration of the term, Mr. Holliday may elect to extend the term until the date that is 18 months after such Change-in-Control. The agreement provides for an annual salary of no less than \$1,050,000 from January 18, 2013 through the end of the employment period, and such annual bonuses as we, in our sole discretion, may deem appropriate to reward Mr. Holliday for job performance. In addition to annual salary and bonuses, the agreement provides for annual contributions of notional stock units with a value equal to \$550,000 for 2014 and \$600,000 for 2015, to be made on January 18th of each respective year, into a deferred compensation account maintained on Mr. Holliday's behalf, with vesting of each annual contribution occurring on January 17th of the following year subject to continued employment. Under the agreement, Mr. Holliday will also be entitled to a percentage award allocation in any outperformance plan implemented during the employment period that is no less than his current percentage allocation in our 2011 Outperformance Plan, which is 22.67%. The agreement also provided that Good Reason would exist if we did not grant 87,870 LTIP units to Mr. Holliday on or before January 17th of each of 2014, 2015 and 2016, of which 60% would be subject to performance-based vesting, based on the goals described below, and 40% would be subject to time-based vesting based on continued employment through January 17th of such year. The vesting of the performance-based LTIP units to be granted each year was to be based on the achievement of any of the following financial performance goals during the prior year (or on a cumulative basis beginning with 2013 through the end of such year or, if later, 2014 or 2015) and continued employment through January 17th of the year following the year as of which the financial performance goals are achieved: (i) 7% or greater increase in FFO on a per-share basis, (ii) 7% or greater TRS or (iii) TRS or percentage increase in FFO per share in the top 40% of a peer group of companies determined each year by our Compensation Committee. As a result of an amendment to his employment agreements agreed to by Mr. Holliday in 2014, 100% of the future LTIP units that we are required to grant to avoid creating Good Reason under his employment agreement are subject to performance-based vesting hurdles and the hurdles that must be achieved are more difficult. For future awards, the vesting of the performance-based LTIP units set forth above is based on the achievement of any of the following financial performance goals during the applicable time period: (i) 8% or greater increase in FFO on a per-share basis, (ii) 8% or greater TRS or (iii) TRS in the top 35% of the constituents of the MSCI US REIT Index. All of the LTIP units will include a restriction on transfer until the earlier of two years after vesting, termination of Mr. Holliday's employment or a Change-in-Control. Under the agreement, we are also obligated to maintain a life insurance policy for the benefit of Mr. Holliday's beneficiaries in the face amount of \$10 million, or if not available at reasonable rates, to self-insure Mr. Holliday up to the maximum cash severance payable under the agreement. The benefit payable under this policy to Mr. Holliday's beneficiaries will offset certain other benefits that would otherwise be provided to his estate under this agreement, as more fully described below.

If Mr. Holliday's employment is terminated for any reason, under the agreement he will be subject to the following continuing obligations after termination: (i) noncompetition with us for 18 months (12 months if employment is terminated upon or after the scheduled expiration of the term of employment or 6 months if employment is terminated in connection with or within 18 months after a Change-in-Control); (ii) nonsolicitation of our employees for 30 months (unless employment is terminated by us without Cause or Mr. Holliday with Good Reason in connection with or within 18 months after a Change-in-Control, in which case the nonsolicitation provision will not extend beyond termination of employment); and (iii) nondisparagement of us and non-interference with our business

for one year. In connection with a Triggering Event occurring as of December 31, 2014, Mr. Holliday would have been entitled to the following payments and benefits:

- *Change-in-Control without termination.* Under our 2010 Notional Unit Plan and our 2011 Outperformance Plan, the time-based vesting of the awards would have been accelerated. The accelerated time-based vesting under our 2010 Notional Unit Plan and our 2011 Outperformance Plan would have resulted in Mr. Holliday receiving a total value of \$18,745,769. Mr. Holliday would not have received any additional benefits or payments in the event of a Change-in-Control under his employment agreement or otherwise. Under the employment agreement, in the event that any payment or benefit constitutes an excess "parachute payment" under Section 280G of the IRC subject to an excise tax, Mr. Holliday will not be entitled to a tax gross-up payment; however, Mr. Holliday's payments and benefits would be reduced to the extent necessary to avoid such excise taxes, but only if such a reduction of pay or benefits would result in a greater after-tax benefit to Mr. Holliday. In order to avoid creating an opportunity for a successor to induce Mr. Holliday to terminate his employment without Good Reason following a Change-in-Control, Mr. Holliday will be entitled to receive cash compensation following a Change-in-Control at a per annum rate equal to the sum of his base salary in effect prior to the Change-in-Control plus his annual bonus and the value of his deferred compensation contributions and his equity awards (other than those granted under outperformance plans) that vested during the most recent fiscal year prior to the Change-in-Control, and the failure to pay such compensation after a Change-in-Control will constitute Good Reason. In addition, upon a Change-in-Control, the performance-based vesting criteria for the additional LTIP unit awards granted to Mr. Holliday in 2014 in recognition of our strong stock price performance during the three-year performance period under our 2011 Outperformance Plan and 60% of the LTIP units that we are required to grant on or before January 17, 2016 to avoid creating Good Reason under Mr. Holliday's employment agreement will be determined based on performance through the date of the Change-in-Control, but these awards will remain subject to vesting based on continued employment through the originally established vesting dates. If a Change-in-Control had occurred on December 31, 2014, the performance-based vesting criteria for these awards would have been satisfied. The vesting of the remaining 40% of the LTIP units that we are required to grant on or before January 17, 2016 to avoid creating Good Reason under Mr. Holliday's employment agreement will be based solely on continued employment through the original established vesting date.
- *Termination with Cause or without Good Reason.* Mr. Holliday would have received no payments or benefits.
- *Termination without Cause or for Good Reason.* Under Mr. Holliday's employment agreement, Mr. Holliday would have received a cash severance payment of \$16,030,000, which is equal to the sum of (i) his average annual base salary in effect during the preceding 24 months, or his Average Annual Base Salary, plus (ii) a bonus equal to the average annual cash bonuses (including any portion of the annual cash bonus paid in the form of equity awards, but excluding any annual or other equity awards made other than as payment of a cash bonus) paid to him for the two most recently completed fiscal years, or his Average Annual Cash Bonus, plus (iii) his average annual deferred compensation contribution during the preceding 24 months, calculated based on the cash value of the annual deferred compensation contributions as of the dates of such contributions, or his Average Deferred Compensation, plus (iv) a pro rata bonus for the year in which Mr. Holliday's employment was terminated (and the prior year if such bonus had not yet been determined) based on Mr. Holliday's Average Annual Cash Bonus. Under Mr. Holliday's employment agreement, Mr. Holliday also would have received payments for his medical and welfare benefits for 12 months, which is projected to aggregate approximately \$26,537. Under Mr. Holliday's employment agreement, all of his outstanding equity awards,

other than those made under our outperformance plans, and all of his outstanding unvested deferred compensation contributions would have fully vested upon termination. In addition, any of the equity awards to be granted on or before each January 17 during the term to avoid creating Good Reason, described above, that had not yet been granted would have been granted and been fully vested. These grants and the accelerated vesting would have resulted in total value of \$29,051,550. Mr. Holliday also would have 12 months of additional vesting for his awards under our outperformance plans. Mr. Holliday would have received a total value of \$18,745,769 from this 12 months of additional vesting. Mr. Holliday only would have been entitled to receive the severance payments, accelerated vesting and other benefits provided for in his employment agreement, as described above, if he executed a general release of claims with us.

- *Termination in connection with a Change-in-Control.* Under Mr. Holliday's employment agreement, if Mr. Holliday had been terminated by us without Cause or by Mr. Holliday for Good Reason in connection with or within 18 months after a Change-in-Control, Mr. Holliday would have received a cash severance payment of \$33,610,000, which is equal to the sum of (i) three times the sum of his Average Annual Base Salary, Average Annual Cash Bonus and Average Deferred Compensation, plus (ii) a pro rata bonus for the year in which his employment was terminated (and a bonus for the prior year if such bonus had not yet been determined) based on his Average Annual Cash Bonus. Under Mr. Holliday's employment agreement, Mr. Holliday also would have received medical and welfare benefit continuation payments for 24 months, which is projected to aggregate approximately \$53,074. Under Mr. Holliday's employment agreement, all of his outstanding equity awards, other than those made under our outperformance plans, and all of his outstanding unvested deferred compensation contributions would have fully vested upon termination. In addition, any of the equity awards to be granted on or before each January 17 during the term to avoid creating Good Reason, described above, that had not yet been granted would have been granted and been fully vested. These grants and the accelerated vesting would have resulted in total value of \$29,051,550. Under our 2010 Notional Unit Plan and our 2011 Outperformance Plan, the time-based vesting of the awards would have been accelerated. The accelerated time-based vesting under our 2010 Notional Unit Plan and our 2011 Outperformance Plan would have resulted in Mr. Holliday receiving a total value of \$18,745,769. Under Mr. Holliday's employment agreement, in the event that any payment or benefit constitutes an excess "parachute payment" under Section 280G of the IRC subject to an excise tax, Mr. Holliday will not be entitled to a tax gross-up payment; however, Mr. Holliday's payments and benefits would be reduced to the extent necessary to avoid such excise taxes, but only if such a reduction of pay or benefits would result in a greater after-tax benefit to Mr. Holliday.
- *Termination upon disability.* Under Mr. Holliday's employment agreement, Mr. Holliday would have received a cash severance payment of \$16,030,000, which is equal to the sum of (i) the sum of his Average Annual Base Salary, Average Annual Cash Bonus and Average Deferred Compensation, plus (ii) a pro rata bonus for the year in which his employment was terminated (and a bonus for the prior year if such bonus had not yet been determined) based on his Average Annual Cash Bonus. Under Mr. Holliday's employment agreement, Mr. Holliday also would have received medical and welfare benefit continuation payments for 36 months, which is projected to aggregate approximately \$79,611. In addition, any of the annual equity awards to be granted on or before each January 17 during the term to avoid creating Good Reason, described above, that had not yet been granted would have been granted. Mr. Holliday also would have received 24 months of additional vesting for his outstanding equity awards (including those granted in connection with such termination), other than awards made under our 2010 Notional Unit Plan and our 2011 Outperformance Plan, and full vesting for his stock options, equity awards granted in lieu of cash bonuses and any unvested deferred compensation contributions.

Under our 2010 Notional Unit Plan and our 2011 Outperformance Plan, the time-based vesting of the award under would have been accelerated. The combination of the grants and accelerated vesting under Mr. Holliday's employment agreement, our 2010 Notional Unit Plan and our 2011 Outperformance Plan results in total value of \$47,203,727. Mr. Holliday only would have been entitled to receive the severance payments, accelerated vesting and other benefits provided for in his employment agreement, as described above, if he had executed a general release of claims with us.

- *Termination upon death.* Under Mr. Holliday's employment agreement, Mr. Holliday's estate would have received (i) a cash severance payment equal to his pro rata bonus for the year in which his employment was terminated (and the prior year if such bonus had not yet been determined) based on his Average Annual Cash Bonus, (ii) 24 months of additional vesting for his outstanding equity awards, other than awards made under our 2010 Notional Unit Plan and our 2011 Outperformance Plan, and (iii) full vesting for his equity awards granted in lieu of cash bonuses and his outstanding unvested deferred compensation contributions. In addition, any of the equity awards to be granted on or before each January 17 during the term to avoid creating Good Reason, described above, that had not yet been granted would have been granted and received 24 months of additional vesting. Under the general terms of our equity plans, all of the stock options granted to Mr. Holliday would have fully vested. Under our 2010 Notional Unit Plan and our 2011 Outperformance Plan, the time-based vesting of the awards would have been accelerated. However, notwithstanding the foregoing, Mr. Holliday's estate only would have been entitled to receive the pro rata bonus, vesting credit, payments and other benefits described above to the extent that the aggregate value of such pro rata bonus, vesting credit, payments and other benefits exceeds the amount payable to Mr. Holliday's beneficiaries under the life insurance policy, or self-insurance, maintained by us. As we maintained a life insurance policy for the benefit of Mr. Holliday's beneficiaries in the face amount of \$10 million as of December 31, 2014, the aggregate value that Mr. Holliday's estate would have received with respect to the pro rata bonus, vesting credit, payments and other benefits described above would have been \$44,443,727, which equals the amount by which their value exceeded \$10 million.

**Andrew Mathias.** Andrew Mathias' amended and restated employment and non-competition agreement has a term commencing on January 1, 2014 and ending on December 31, 2016, which will automatically renew for successive one-year periods unless either party delivers written notice of non-renewal by September 15 of a given year. The agreement provides for an annual salary of no less than \$800,000 during the employment period, and such annual bonuses as we, in our sole discretion, may deem appropriate to reward Mr. Mathias for his job performance. In addition to annual salary and bonuses, the agreement provides for annual contributions of notional stock units with a value equal to \$400,000 for 2014, \$450,000 for 2015 and \$500,000 for 2016 to be made on January 1st of each year during the employment period, into a deferred compensation account maintained on Mr. Mathias' behalf, with vesting of each annual contribution occurring on December 31st of that year subject to continued employment. The agreement also provides that Mr. Mathias will be entitled to a percentage award allocation in any outperformance plan implemented during the employment period that is no less than his initial percentage allocation in our 2011 Outperformance Plan, which was 16.00%. Under the agreement, Mr. Mathias was also entitled to receive a one-time grant of 7,393 LTIP units, which were vested 50% upon grant, 25% on December 31, 2013 and the remaining 25% of which vested on January 1, 2015, subject to continued employment. Mr. Mathias also received a one-time grant of options to purchase 130,000 shares of the Company's common stock. One-third of the total shares subject to the options vested or will vest on December 31 of 2014, 2015 and 2016, respectively, subject, in each case, to continued employment. One-half of the options are scheduled to expire after five years with the remainder expiring after ten years. The agreement also provided that Good Reason would exist if we did not grant 58,667 (or, for 2014, 58,666) LTIP units to Mr. Mathias on or before December 31st of each year during the term, of which 60% would be subject to performance-based

vesting, based on the goals described below, and 40% would be subject to time-based vesting based on continued employment through December 31 of such year. The vesting each year for the performance-based LTIP units to be granted each year was to be based on the achievement of any of the following financial performance goals during such year (or on a cumulative basis beginning with 2014 through the end of any of such year or, if later, 2015 or 2016) and continued employment through the end of the year as of which the financial performance goals are achieved: (i) 7% or greater increase in FFO on a per-share basis, (ii) 7% or greater TRS or (iii) TRS or percentage increase in FFO per share in the top 40% of a peer group of companies determined each year by our Compensation Committee. As a result of an amendment to his employment agreements agreed to by Mr. Mathias in 2014, 100% of the future LTIP units that we are required to grant to avoid creating Good Reason under his employment agreement are subject to performance-based vesting hurdles and the hurdles that must be achieved are more difficult. For future awards, the vesting of the performance-based LTIP units set forth above is based on the achievement of any of the following financial performance goals during the applicable time period: (i) 8% or greater increase in FFO on a per-share basis, (ii) 8% or greater TRS or (iii) TRS in the top 35% of the constituents of the MSCI US REIT Index. All of the LTIP units will include a restriction on transfer until the earlier of two years after vesting, termination of Mr. Mathias's employment or a Change-in-Control. The agreement also provided that Good Reason would exist if we had not granted Mr. Mathias an additional allocation under our 2011 Outperformance Plan pursuant to which Mr. Mathias could earn up to approximately \$1,000,000 of LTIP units.

If Mr. Mathias' employment is terminated for any reason, under the agreement he will be subject to the following continuing obligations after termination: (i) noncompetition with us for 18 months (12 months if employment is terminated upon or after the scheduled expiration of the term of employment or 6 months if employment is terminated in connection with or within 18 months after a Change-in-Control); (ii) nonsolicitation of our employees for 30 months (unless employment is terminated by us without Cause or Mr. Mathias with Good Reason in connection with or within 18 months after a Change-in-Control, in which case the nonsolicitation provision will not extend beyond termination of employment); and (iii) nondisparagement of us and non-interference with our business for one year. In connection with a Triggering Event occurring as of December 31, 2014, Mr. Mathias would have been entitled to the following payments and benefits:

- *Change-in-Control without termination.* Under our 2010 Notional Unit Plan and our 2011 Outperformance Plan, the time-based vesting of the awards would have been accelerated. The accelerated time-based vesting under our 2010 Notional Unit Plan and our 2011 Outperformance Plan would have resulted in Mr. Mathias receiving a total value of \$15,124,467. Mr. Mathias would not have received any additional benefits or payments in the event of a Change-in-Control under his employment agreement or otherwise. Under the employment agreement, in the event that any payment or benefit constitutes an excess "parachute payment" under Section 280G of the IRC subject to an excise tax, Mr. Mathias will not be entitled to a tax gross-up payment; however, Mr. Mathias' payments and benefits would be reduced to the extent necessary to avoid such excise taxes, but only if such a reduction of pay or benefits would result in a greater after-tax benefit to Mr. Mathias. Under the agreement, to avoid creating an opportunity for a successor to the Company to induce Mr. Mathias to terminate his employment without Good Reason following a Change-in-Control, Mr. Mathias would also be entitled to receive cash compensation following a Change-in-Control at a per annum rate equal to the sum of his base salary in effect prior to the Change-in-Control plus his annual bonus and the value of his deferred compensation contributions and his equity awards (other than those granted under outperformance plans) that vested during the most recent fiscal year prior to the Change-in-Control, and the failure to pay such compensation after a Change-in-Control will constitute Good Reason.

- *Termination with Cause or without Good Reason.* Mr. Mathias would have received no payments or benefits.
- *Termination without Cause or for Good Reason.* Under Mr. Mathias' employment agreement, Mr. Mathias would have received a cash severance payment of \$11,550,000, which is equal to the sum of (i) his average annual base salary in effect during the preceding 24 months, or his Average Annual Base Salary, plus (ii) a bonus equal to the average bonuses (including any equity awarded as bonus) paid to him for the two most recently completed fiscal years, or his Average Annual Cash Bonus, plus (iii) his average annual deferred compensation contribution during the preceding 24 months, calculated based on the cash value of the annual deferred compensation contributions as of the dates of such contributions, or his Average Deferred Compensation, plus (iv) a pro rata bonus for the year in which Mr. Mathias' employment was terminated (and the prior year if such bonus had not yet been determined) based on Mr. Mathias' Average Annual Cash Bonus. Under Mr. Mathias' employment agreement, Mr. Mathias also would have received payments for his medical and welfare benefits for 12 months, which is projected to aggregate approximately \$27,501. In addition, any of the equity awards to be granted during the term to avoid creating Good Reason, described above, that had not yet been granted would have been granted. Under Mr. Mathias' employment agreement, all of his outstanding equity awards (including those granted in connection with such termination), other than those made under our 2010 Notional Unit Plan and our 2011 Outperformance Plan, and all of his outstanding unvested deferred compensation contributions would have fully vested upon termination. These grants and the accelerated vesting results in total value of \$17,925,899. Mr. Mathias also would have 12 months of additional vesting for his awards under our outperformance plans. Mr. Mathias would have received a total value of \$15,124,467 from this 12 months of additional vesting. Mr. Mathias only would have been entitled to receive the severance payments, accelerated vesting and other benefits provided for in his employment agreement, as described above, if he executed a general release of claims with us.
- *Termination in connection with a Change-in-Control.* Under Mr. Mathias' employment agreement, if Mr. Mathias had been terminated by us without Cause or by Mr. Mathias for Good Reason in connection with or within 18 months after a Change-in-Control, Mr. Mathias would have received a cash severance payment of \$21,075,000, which is equal to the sum of (i) 2.5 times the sum of his Average Annual Base Salary, Average Annual Cash Bonus and Average Deferred Compensation, plus (ii) a pro rata bonus for the year in which his employment was terminated (and a bonus for the prior year if such bonus had not yet been determined) based on his Average Annual Cash Bonus. Under Mr. Mathias' employment agreement, Mr. Mathias also would have received medical and welfare benefit continuation payments for 24 months, which is projected to aggregate approximately \$55,002. Under Mr. Mathias's employment agreement, all of his outstanding equity awards, other than those made under our outperformance plans, and all of his outstanding unvested deferred compensation contributions would have fully vested upon termination. In addition, any of the equity awards to be granted on or before each December 31st during the term to avoid creating Good Reason, described above, that had not yet been granted would have been granted and been fully vested. These grants and the accelerated vesting would have resulted in total value of \$17,925,899. Under our 2010 Notional Unit Plan and our 2011 Outperformance Plan, the time-based vesting of the awards would have been accelerated. The accelerated time-based vesting under our 2010 Notional Unit Plan and our 2011 Outperformance Plan would have resulted in Mr. Mathias receiving a total value of \$15,124,467. Under Mr. Mathias' employment agreement, in the event that any payment or benefit constitutes an excess "parachute payment" under Section 280G of the IRC subject to an excise tax, Mr. Mathias will not be entitled to a tax gross-up payment; however, Mr. Mathias' payments and benefits would be reduced to the extent necessary to avoid such excise taxes, but

only if such a reduction of pay or benefits would result in a greater after-tax benefit to Mr. Mathias.

- *Termination upon disability.* Under Mr. Mathias' employment agreement, Mr. Mathias would have received a cash severance payment of \$11,550,000, which is equal to the sum of (i) the sum of his Average Annual Base Salary, Average Annual Cash Bonus and Average Deferred Compensation, plus (ii) a pro rata bonus for the year in which his employment was terminated (and a bonus for the prior year if such bonus had not yet been determined) based on his Average Annual Cash Bonus. Under Mr. Mathias' employment agreement, Mr. Mathias also would have continued to receive medical and welfare benefit continuation payments for 36 months, which is projected to aggregate approximately \$82,503. In addition, any of the equity awards to be granted during the term to avoid creating Good Reason, described above, that had not yet been granted would have been granted. Mr. Mathias also would have received 18 months of additional vesting for his outstanding equity awards (including those granted in connection with such termination), other than awards made under our 2010 Notional Unit Plan and our 2011 Outperformance Plan, and full vesting for his stock options, equity awards granted in lieu of cash bonuses and any unvested deferred compensation contributions. Under our 2010 Notional Unit Plan and our 2011 Outperformance Plan, the time-based vesting of the awards would have been accelerated. The combination of the grants and accelerated vesting under Mr. Mathias' employment agreement, our 2010 Notional Unit Plan and our 2011 Outperformance Plan results in total value of \$32,605,865. Mr. Mathias only would have been entitled to receive the severance payments, accelerated vesting and other benefits provided for in his employment agreement, as described above, if he had executed a general release of claims with us.
- *Termination upon death.* Under Mr. Mathias' employment agreement, Mr. Mathias' estate would have received (i) a cash severance payment equal to his pro rata bonus for the year in which his employment was terminated (and the prior year if such bonus had not yet been determined) based on his Average Annual Cash Bonus, (ii) 18 months of additional vesting for his outstanding equity awards (including those granted in connection with such termination), other than awards made under our 2010 Notional Unit Plan and our 2011 Outperformance Plan, and (iii) full vesting for his equity awards granted in lieu of cash bonuses and his outstanding unvested deferred compensation contributions. In addition, any of the equity awards to be granted during the term to avoid creating Good Reason, described above, that had not yet been granted would have been granted. Under the general terms of our equity plans, all of the stock options granted to Mr. Mathias would have fully vested. Under our 2010 Notional Unit Plan and our 2011 Outperformance Plan, the time-based vesting would have been accelerated. The aggregate value that Mr. Mathias' estate would have received with respect to the pro rata bonus, vesting credit, payments and other benefits described above would have been \$37,805,865.

**James Mead.** James Mead's employment and non-competition agreement had a term beginning on January 1, 2014 and ending on January 1, 2015. The agreement provided for an annual salary of at least \$525,000, and such discretionary annual bonuses as we, in our sole discretion, may deem appropriate to reward Mr. Mead for his job performance. Pursuant to his employment agreement, on October 28, 2013, we granted Mr. Mead 7,500 shares of restricted stock subject to time-based vesting in four equal quarterly installments at the end of each fiscal quarter during 2014, subject to continued employment through such dates. On or after March 31, 2014, either party was permitted to terminate Mr. Mead's employment upon at least 90 days' prior written notice. In the event of such a termination or a termination upon the expiration of the term, the agreement provided that Mr. Mead would receive a cash severance payment of \$550,000 and would remain eligible to receive his discretionary bonus for 2014, prorated based on the portion of the year that Mr. Mead was employed by the Company. In the event that such termination was by the Company on any date other than the end of a calendar quarter,



Mr. Mead would receive accelerated vesting of the portion of the 7,500 shares of restricted stock awarded in connection with his employment agreement that would have vested had Mr. Mead remained employed by the Company through the end of the calendar quarter in which the termination occurred. The agreement did not apply to any other equity awards, including awards pursuant to the Company's 2010 Notional Unit Plan and 2011 Outperformance Plan. The agreement also provided for Mr. Mead to be subject to the following obligations upon terminations of his employment: (i) non-solicitation of our employees for 24 months; (ii) non-disparagement of the Company; and (iii) nondisclosure of confidential information.

As previously disclosed, Mr. Mead's employment was terminated on January 1, 2015 upon the expiration of the term of Mr. Mead's employment and non-competition agreement. Accordingly, pursuant to the agreement, we entered into a mutual release agreement with Mr. Mead and Mr. Mead is entitled to receive a cash severance payment of \$550,000. In addition, pursuant to the terms of our 2011 Outperformance Plan, Mr. Mead will receive 12 months of additional vesting for his awards under the plan. As a result, Mr. Mead will vest in all of the remaining LTIP units he earned under the plan on the earlier of August 31, 2015 or the date of a Change-in-Control. The value of these LTIP units was \$1,739,834 as of December 31, 2014 based on the closing price of one share of our common stock on such date and assuming that the value of LTIP units on a per unit basis is equal to the per share value of our common stock. The remaining unvested portion of Mr. Mead's award under our 2010 Notional Unit Plan vested pursuant to its terms on January 1, 2015.

**Andrew S. Levine.** Andrew Levine's amended and restated employment and non-competition agreement has a term commencing on January 1, 2013 and ending on January 1, 2016, which will automatically renew for successive six-month periods unless either party delivers three months' prior written notice of non-renewal under the agreement. The agreement provides for an annual salary of no less than 475,000 from the beginning of the employment period through December 31, 2013, \$490,000 from January 1, 2014 through December 31, 2014 and \$500,000 from January 1, 2015 through the end of the employment period. In addition, Mr. Levine is entitled to such annual bonuses as we, in our sole discretion, may deem appropriate to reward Mr. Levine for job performance. In connection with the agreement, we also granted Mr. Levine (i) 21,000 LTIP units subject to time-based vesting and (ii) 21,000 LTIP units subject to performance-based vesting. Both the LTIP units subject to time-based vesting and performance-based vesting have vested or will vest in three equal, annual installments on January 1, 2014, January 1, 2015 and January 1, 2016, subject to continued employment through such dates and also, in the case of the LTIP units subject to performance-based vesting, the achievement of any of the following performance hurdles during the fiscal year prior to such vesting date (or on a cumulative basis from the beginning of 2013 through the end of such fiscal year): (i) 7% or greater increase in funds from operations on a per-share basis, (ii) 7% or greater total return to stockholders or (iii) total return to stockholders or percentage increase in funds from operations in the top 40% of a peer group of companies determined each year by our Compensation Committee.

If Mr. Levine's employment is terminated for any reason, under the agreement he will be subject to the following continuing obligations after termination: (i) noncompetition with us for 12 months unless employment is terminated upon non-renewal of the agreement or by us without Cause or Mr. Levine for Good Reason within 18 months after a Change-in-Control; (ii) nonsolicitation of our employees for 24 months (unless employment is terminated by us without Cause or Mr. Levine with Good Reason in connection with or within 18 months after a Change-in-Control, in which case the nonsolicitation provision will not extend beyond termination of employment); and (iii) nondisparagement of us and non-interference with our business for one year. In connection with a Triggering Event occurring as of December 31, 2014, Mr. Levine would have been entitled to the following payments and benefits:

- *Change-in-Control without termination.* Under our 2010 Notional Unit Plan and our 2011 Outperformance Plan, the time-based vesting of the awards would have been accelerated. The

accelerated time-based vesting under our 2010 Notional Unit Plan would have resulted in Mr. Levine receiving a total value of \$3,580,360. Mr. Levine would not have received any additional benefits or payments in the event of a Change-in-Control under his employment agreement or otherwise. Under the employment agreement, in the event that any payment or benefit constitutes an excess "parachute payment" under Section 280G of the IRC subject to an excise tax, Mr. Levine will not be entitled to a tax gross-up payment; however, Mr. Levine's payments and benefits would be reduced to the extent necessary to avoid such excise taxes, but only if such a reduction of pay or benefits would result in a greater after-tax benefit to Mr. Levine. In order to avoid creating an opportunity for a successor to induce Mr. Levine to terminate his employment without Good Reason following a Change-in-Control, Mr. Levine will be entitled to receive cash compensation following a Change-in-Control at a per annum rate equal to the sum of his base salary in effect prior to the Change-in-Control plus his annual bonus and the value of his equity awards (other than those granted under outperformance plans) that vested during the most recent fiscal year prior to the Change-in-Control, and the failure to pay such compensation after a Change-in-Control will constitute Good Reason. In addition, upon a Change-in-Control, the performance-based vesting criteria for the additional LTIP unit awards granted to Mr. Levine in 2014 in recognition of our strong stock price performance during the three-year performance period under our 2011 Outperformance Plan will be determined based on performance through the date of the Change-in-Control, but these awards will remain subject to vesting based on continued employment through the originally established vesting dates. If a Change-in-Control had occurred on December 31, 2014, the performance-based vesting criteria for these awards would have been satisfied.

- *Termination with Cause or without Good Reason.* Mr. Levine would have received no payments or benefits.
- *Termination without Cause or with Good Reason.* Under Mr. Levine's employment agreement, Mr. Levine would have received a cash severance payment of \$2,582,000, which is equal to the sum of (i) his average annual base salary in effect during the preceding 24 months, or his Average Annual Base Salary, plus (ii) a bonus equal to the average annual cash bonuses (including any portion of the annual cash bonus paid in the form of equity awards, but excluding any annual or other equity awards made other than as payment of a cash bonus) paid to him for the two most recently completed fiscal years, or his Average Annual Cash Bonus. Under Mr. Levine's employment agreement, Mr. Levine also would have received medical and welfare benefit continuation payments for 12 months, which is projected to aggregate approximately \$27,501. Under Mr. Levine's employment agreement, all of his outstanding equity awards, other than those made under our outperformance plans, would have fully vested at termination. The accelerated vesting would have resulted in total value of \$ 4,384,591. Under our 2010 Notional Unit Plan and our 2011 Outperformance Plan, Mr. Levine also would have 12 months of additional vesting for his awards under those plans. Mr. Levine would have received a total value of \$3,580,360 from this 12 months of additional vesting. Mr. Levine only would be entitled to the severance payments, continuation of benefits and the acceleration of vesting of equity awards described above upon his execution of a mutual release agreement that released us from all claims he may have against us.
- *Termination in connection with a Change-in-Control.* Under Mr. Levine's employment agreement, if Mr. Levine had been terminated by us without Cause or by Mr. Levine for Good Reason in connection with or within 18 months after a Change-in-Control, Mr. Levine would have received a cash severance payment of \$4,115,000, which is equal to the sum of (i) two times his Average Annual Base Salary, plus (ii) two times his Average Annual Cash Bonus, plus (iii) a pro rata bonus for the year in which Mr. Levine's employment was terminated (and a bonus for the prior year if such bonus had not yet been determined) based on Mr. Levine's Average Annual Cash

Bonus. Under Mr. Levine's employment agreement, Mr. Levine also would have received medical and welfare benefit continuation payments for 24 months, which is projected to aggregate approximately \$55,002. Under Mr. Levine's employment agreement, all of his outstanding equity awards, other than those made under our 2010 Notional Unit Plan and our 2011 Outperformance Plan, would have fully vested at termination. Under our 2010 Notional Unit Plan and our 2011 Outperformance Plan, the time-based vesting of the awards would have been accelerated. The combination of the accelerated vesting under Mr. Levine's employment agreement, our 2010 Notional Unit Plan and our 2011 Outperformance Plan results in total value of \$7,964,950. Under the employment agreement, in the event that any payment or benefit constitutes an excess "parachute payment" under Section 280G of the IRC subject to an excise tax, Mr. Levine will not be entitled to a tax gross-up payment; however, Mr. Levine's payments and benefits would be reduced to the extent necessary to avoid such excise taxes, but only if such a reduction of pay or benefits would result in a greater after-tax benefit to Mr. Levine.

- *Termination upon disability.* Under Mr. Levine's employment agreement, Mr. Levine would have received a cash severance payment of \$2,582,500, which is equal to the sum of (i) his Average Annual Base Salary, plus (ii) his Average Annual Cash Bonus, plus (iii) a pro rata bonus for the year in which his employment was terminated (and a bonus for the prior year if such bonus had not yet been determined) based on his Average Annual Cash Bonus. Under Mr. Levine's employment agreement, Mr. Levine also would have continued to receive medical and welfare benefit continuation payments for 36 months, which is projected to aggregate approximately \$82,503. Mr. Levine also would have received 12 months of additional vesting for his outstanding equity awards, other than those made under our 2010 Notional Unit Plan and our 2011 Outperformance Plan, and full vesting for his stock options and his equity awards granted in lieu of cash bonuses. Under our 2010 Notional Unit Plan and our 2011 Outperformance Plan, the time-based vesting of the awards would have been accelerated. The combination of the accelerated vesting under Mr. Levine's employment agreement, our 2010 Notional Unit Plan and our 2011 Outperformance Plan results in total value of \$7,634,670. Mr. Levine only would have been entitled to the severance payments and the acceleration of vesting of equity awards provided for in his employment agreement, as described above, upon Mr. Levine's execution of a mutual release agreement that released us from all claims he may have against us.
- *Termination upon death.* Under Mr. Levine's employment agreement, Mr. Levine's estate would have received a cash severance payment which is equal to his pro rata bonus for the year in which his employment was terminated (and a bonus for the prior year if such bonus had not yet been determined) based on his Average Annual Cash Bonus. Mr. Levine's estate also would have received 12 months of additional vesting for his outstanding equity awards, other than those made under our 2010 Notional Unit Plan and our 2011 Outperformance Plan, and full vesting for his stock options and his equity awards granted in lieu of cash bonuses. Under our 2010 Notional Unit Plan and our 2011 Outperformance Plan, the time-based vesting of the awards would have been accelerated. The combination of the pro rata bonus, the accelerated vesting under Mr. Levine's employment agreement and our 2010 Notional Unit Plan and our 2011 Outperformance Plan results in total value of \$8,684,670.

#### **Compensation Committee Interlocks and Insider Participation**

Our Compensation Committee is comprised of John H. Alschuler, Edwin Thomas Burton, III and John S. Levy. There are no Compensation Committee interlocks and none of our employees is a member of our Compensation Committee.

**SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT**

The following table sets forth the beneficial ownership of our common stock, \$0.01 par value per share as of March 31, 2015, unless otherwise noted, for (i) each person known to us to be the beneficial owner of more than 5% of the Company's outstanding common stock, (ii) each of our directors, (iii) each of our named executive officers who is not a director and (iv) our directors and executive officers as a group. All information in the following table is based on Schedules 13D, 13G and/or any amendments thereto, filed with the SEC, and on information supplied to us by our directors and officers. Except as otherwise described in the notes below, the following beneficial owners have sole voting power and sole investment power with respect to all shares set forth opposite their respective names.

As of March 31, 2015, there were 99,532,817 shares outstanding.

Name**	Amount and Nature of Beneficial Ownership of Common Stock	Percent of Total
The Vanguard Group(1)	13,411,248	13.47%
Cohen & Steers, Inc.(2)	12,340,237	12.40%
BlackRock, Inc.(3)	9,413,900	9.45%
FMR LLC(4)	6,274,214	6.30%
John H. Alschuler (5)	36,629	*
Betsy S. Atkins	—	*
Edwin Thomas Burton, III(6)	45,318	*
Matthew J. DiLiberto(7)	20,472	*
Stephen L. Green(8)	859,246	*
Craig M. Hatkoff(9)	24,801	*
Marc Holliday(10)	615,560	*
Andrew S. Levine(11)	59,790	*
John S. Levy(12)	88,888	*
Andrew Mathias(13)	615,040	*
All Directors and Executive Officers as a Group (10 Persons)	2,365,744	2.38%

\* Less than 1%.

\*\* Unless otherwise indicated, the business address is 420 Lexington Avenue, New York, New York 10170-1881.

- (1) Based on information provided on a Schedule 13G/A filed with the SEC on February 11, 2015, as of December 31, 2014, The Vanguard Group ("Vanguard") may be deemed to beneficially own an aggregate of 13,411,248 shares of our common stock in its capacity as an investment advisor, which includes 56,096 shares of our common stock held by Vanguard Fiduciary Trust Company as a result of its serving as investment manager of collective trust accounts and 280,646 shares of common stock held by Vanguard Investments Australia, Ltd. as a result of its serving as investment manager of Australian investment offerings. The business address of Vanguard is 100 Vanguard Blvd., Malvern, PA 19355. According to information received from Vanguard, the number of shares reported as beneficially owned by Vanguard in such Schedule 13G/A includes 7,096,370 shares, representing 7.12% of our outstanding common stock, that Vanguard Specialized Funds—Vanguard REIT Index Fund separately reported as beneficially owned in a Schedule 13G/A filed on February 6, 2015 with the SEC.
- (2) Based on information provided on a Schedule 13G/A filed with the SEC on February 17, 2015, as of December 31, 2014, Cohen & Steers, Inc., Cohen & Steers Capital Management, Inc. and Cohen & Steers UK Ltd., collectively, may be deemed to beneficially own an aggregate of 12,340,237 shares of our common stock. The business address for Cohen & Steers, Inc. and Cohen & Steers Capital Management, Inc. is 280 Park Avenue, 10th Floor, New York, NY 10017. The business address for Cohen & Steers UK Ltd. is 21 Sackville Street, 4th Floor, London, United Kingdom W1S 3DN.
- (3) Based on information provided on a Schedule 13G/A filed with the SEC on January 15, 2015, as of December 31, 2014, BlackRock, Inc., BlackRock (Luxembourg) S.A., BlackRock (Netherlands) B.V., BlackRock Advisors (UK) Limited, BlackRock Advisors, LLC, BlackRock Asset Management Canada Limited, BlackRock Asset Management Deutschland AG, BlackRock Asset Management Ireland Limited, BlackRock Asset Management North Asia Limited, BlackRock Financial

Management, Inc., BlackRock Fund Advisors, BlackRock Fund Managers Ltd, BlackRock Institutional Trust Company, N.A., BlackRock International Limited, BlackRock Investment Management (Australia) Limited, BlackRock Investment Management (UK) Ltd, BlackRock Investment Management, LLC, BlackRock Japan Co Ltd and BlackRock Life Limited, or, collectively, BlackRock, may be deemed to beneficially own an aggregate of 9,413,900 shares of our common stock. The business address for BlackRock is 55 East 52nd Street, New York, NY 10022.

- (4) Based on information provided on a Schedule 13G/A filed with the SEC on February 13, 2015, as of December 31, 2014, FMR LLC, Edward C. Johnson 3d, Abigail P. Johnson, FMR Co., Inc., Pyramis Global Advisors, LLC and Pyramis Global Advisors Trust Company, or, collectively, Fidelity, may be deemed to beneficially own an aggregate of 6,274,214 shares of our common stock. The business address for Fidelity is 245 Summer Street, Boston, MA 02210.
- (5) Includes 26,500 shares of our common stock subject to options exercisable within 60 days of March 31, 2015 and 10,129 phantom units.
- (6) Includes 6,000 shares of our common stock subject to options exercisable within 60 days of March 31, 2015 and 32,698 phantom units.
- (7) Includes 10,000 shares of our common stock subject to options exercisable within 60 days of March 31, 2015 and 9,692 LTIP units convertible into limited partnership units in SL Green Operating Partnership, L.P. ("OP Units") within 60 days of March 31, 2015. The total excludes LTIP units that remain subject to performance-based vesting conditions, 26,489 LTIP units that remain subject to time-based vesting conditions and 20,742 vested LTIP units that are not convertible into OP Units within 60 days of March 31, 2015.
- (8) Includes 817,140 OP Units held directly or indirectly through certain partnerships and other similar entities and 42,106 vested LTIP units convertible into OP Units within 60 days of March 31, 2015. The total excludes LTIP units that remain subject to performance-based vesting conditions, 42,107 LTIP units that remain subject to time-based vesting conditions and 128,428 vested LTIP units that are not convertible into OP Units within 60 days of March 31, 2015.
- (9) Includes 20,500 shares of our common stock subject to options exercisable within 60 days of March 31, 2015.
- (10) Includes 133,332 shares of our common stock subject to options exercisable within 60 days of March 31, 2015 and 382,176 LTIP units convertible into OP Units within 60 days of March 31, 2015. The total excludes LTIP units that remain subject to performance-based vesting conditions, 95,442 LTIP units that remain subject to time-based vesting conditions and 379,754 vested LTIP units that are not convertible into OP Units within 60 days of March 31, 2015.
- (11) Includes 8,332 shares of our common stock subject to options exercisable within 60 days of March 31, 2015 and 35,454 LTIP units convertible into OP Units within 60 days of March 31, 2015. The total excludes LTIP units that remain subject to performance-based vesting conditions, 24,710 LTIP units that remain subject to time-based vesting conditions and 55,157 vested LTIP units that are not convertible into OP Units within 60 days of March 31, 2015.
- (12) Includes 50,500 shares of our common stock subject to options exercisable within 60 days of March 31, 2015 and 38,388 phantom units.
- (13) Includes 43,332 shares of our common stock subject to options exercisable within 60 days of March 31, 2015 and 232,294 LTIP units convertible into OP Units within 60 days of March 31, 2015. The total excludes LTIP units that remain subject to performance-based vesting conditions, 72,325 LTIP units that remain subject to time-based vesting conditions and 205,630 vested LTIP units that are not convertible into OP Units within 60 days of March 31, 2015.

### **Section 16(a) Beneficial Ownership Reporting Compliance**

Section 16(a) of the Securities Exchange Act of 1934, as amended, requires our executive officers and directors and persons who own more than 10% of a registered class of our equity securities to file reports of ownership and changes in ownership with the SEC and the NYSE. Officers, directors and persons who own more than 10% of a registered class of our equity securities are required by SEC regulation to furnish us with copies of all Section 16(a) forms that they file. To our knowledge, based solely on review of the copies of such reports and any amendments thereto furnished to us during or with respect to our most recent fiscal year, all Section 16(a) filing requirements applicable to our executive officers, directors and persons who own more than 10% of a registered class of our equity securities were satisfied, with the exception of Mr. Green who inadvertently failed to timely file a Form 4 relating to the sale of shares of the Company's common stock during fiscal year 2014. In addition, Mr. Mead inadvertently failed to file a Form 4 during fiscal year 2013 relating to the withholding of shares of the Company's common stock to satisfy tax withholding obligations.

### **LEGAL PROCEEDINGS**

We are not involved in any legal proceeding in which any of our directors or executive officers is adverse to the Company or in any material pending legal proceeding.

## CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

### **Policies and Procedures With Respect to Related Party Transactions**

All related party transactions (generally, transactions involving amounts exceeding \$120,000 in which directors and executive officers or their immediate family members, or stockholders owning 5% of more of our outstanding common stock have an interest) are subject to approval or ratification in accordance with the procedures described below.

Our Nominating and Corporate Governance Committee reviews the material facts of all related party transactions and either approves or disapproves the entry into such related party transaction. If advance approval of a related party transaction is not feasible, then the related party transaction will be considered and, if our Nominating and Corporate Governance Committee determines it to be appropriate, ratified, at the next regularly scheduled meeting of our Nominating and Corporate Governance Committee. In determining whether to approve or ratify a related party transaction, our Nominating and Corporate Governance Committee takes into account, among other factors it deems appropriate, whether the related party transaction is on terms no less favorable than terms generally available to an unaffiliated third-party under the same or similar circumstances and the extent of the related party's interest in the transaction.

No director may participate in any discussion or approval of a related party transaction for which he or she is a related party, except that the director must provide all material information concerning the related party transaction to our Nominating and Corporate Governance Committee.

If a related party transaction will be ongoing, our Nominating and Corporate Governance Committee may establish guidelines for our management to follow in its ongoing dealings with the related party. Thereafter, our Nominating and Corporate Governance Committee, on at least an annual basis, reviews and assesses ongoing relationships with such related party to see that our management is in compliance with our Nominating and Corporate Governance Committee's guidelines and that such related party transaction remains appropriate.

Related party transactions are disclosed in our SEC filings.

### **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 partially owned by Gary Green, a son of Stephen L. Green, the chairman of our board of directors. 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. The Service Corporation has entered into an arrangement with Alliance whereby it will receive a profit participation above a certain threshold for services provided by Alliance to certain tenants at certain buildings above the base services specified in their lease agreements. Income earned from profit participation was approximately \$3.8 million, \$3.5 million and \$4.0 million for the years ended December 31, 2014, 2013 and 2012, respectively. We also recorded expenses of approximately \$21.5 million, \$23.4 million and \$20.5 million for the years ended December 31, 2014, 2013 and 2012, respectively, for these services (excluding services provided directly to tenants).

### **Management Fees**

S.L. Green Management Corp., a consolidated entity, receives property management fees from an entity in which Stephen L. Green owns an interest. We received management fees from such entity of

approximately \$444,300, \$441,100 and \$384,900 for the years ended December 31, 2014, 2013 and 2012, respectively.

### Marketing Services

A-List Marketing, LLC, or A-List, provided marketing services to us. Deena Wolff, a sister of Marc Holliday, our Chief Executive Officer, is the founder of A-List. We recorded approximately \$221,100, \$293,600 and \$155,500 for the years ended December 31, 2014, 2013 and 2012, respectively.

### Other

Amounts due from related parties at December 31, 2014 and 2013 consisted of the following (in thousands):

	<u>2014</u>	<u>2013</u>
Due from joint ventures	\$ 1,254	\$ 2,376
Other	10,481	6,154
Related party receivables	<u>\$ 11,735</u>	<u>\$ 8,530</u>

## OTHER MATTERS

### Solicitation of Proxies

We will pay the cost of solicitation of proxies. Our directors, officers and employees may solicit proxies personally, by telephone, via the Internet or by mail without additional compensation for such activities. We also will request persons, firms and corporations holding shares in their names or in the names of their nominees, which are beneficially owned by others, to send a Notice of Internet Availability of Proxy Materials to and obtain proxies from such beneficial owners. We will reimburse such holders for their reasonable expenses. In addition, we intend to utilize the proxy solicitation services of MacKenzie Partners, Inc. at an aggregate estimated cost of \$10,000 plus out-of-pocket expenses.

### Stockholder Proposals

Stockholders who, in accordance with the Rule 14a-8 under the Securities Exchange Act of 1934, as amended, wish to present proposals for inclusion in the proxy materials to be distributed by us in connection with our 2016 annual meeting must submit their proposals to our Corporate Secretary on or before December 26, 2015.

Apart from the SEC's Rule 14a-8 that addresses the inclusion of stockholder proposals in our proxy materials, under our bylaws, certain procedures are provided that a stockholder must follow to nominate persons for election as directors or to introduce an item of business at an annual meeting of stockholders. These procedures provide that nominations for director nominees and/or an item of business to be introduced at an annual meeting of stockholders must be timely submitted in writing to Andrew S. Levine, Secretary, at SL Green Realty Corp., 420 Lexington Avenue, New York, New York 10170-1881. To be considered timely, we must receive the notice of your intention to introduce a nomination or proposed item of business at our annual meeting:

- not less than 90 days nor more than 180 days prior to the first anniversary of the preceding year's annual meeting; or
- not earlier than the 180th day prior to such annual meeting and not later than the close of business on the later of the 90th day prior to such annual meeting or the 20th day following the earlier of the day on which public announcement of the date of such meeting is first made or notice of the meeting is mailed to stockholders, in the event that the date of the annual meeting is advanced by more than seven calendar days or delayed by more than 60 days from such anniversary date.

Assuming that our 2016 annual meeting is not advanced by more than seven calendar days or delayed by more than 60 days from the anniversary date of the 2015 annual meeting, we must receive notice of your intention to introduce a nomination or other item of business at the 2016 annual meeting after December 7, 2015 and no later than March 6, 2016.

Any notice of a nomination must contain all information relating to such person (the "Proposed Nominee") and relating to the stockholder giving the notice that is required by our bylaws, including information required to be disclosed in solicitations of proxies for election of directors, or is otherwise required, in each case pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended, including such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected.

Any notice of a nomination or of a proposed item of business must contain, as to the stockholder giving the notice, any Proposed Nominee and any person acting in concert with such stockholder, any beneficial owner of Company Securities (as defined below) with such stockholder, any beneficial owner of Company Securities owned of record or beneficially by such stockholder (other than a stockholder



that is a depository) and any person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such stockholder or Stockholder Associated Person (a "Stockholder Associated Person"), the information required by our bylaws, including (i) the name and address of such stockholder, as they appear on SL Green's books, and the current name, business address and residence address of any such Stockholder Associated Person or Proposed Nominee, (ii) as of the date of the notice, the number of shares, if any, of each class of stock or other security of the Company or any affiliate thereof (the "Company Securities") which are owned beneficially and/or of record by such stockholder, Proposed Nominee or Stockholder Associated Person, the date on which each such Company Security was acquired and the investment intent of such acquisition, and (iii) as of the date of the notice, whether and the extent to which, such stockholder, Proposed Nominee or Stockholder Associated Person is subject to, or during the past six months has, directly or indirectly (through brokers, nominees or otherwise), engaged in any hedging, derivative or other transaction or series of transactions or entered into any other agreement, arrangement or understanding (including any short interest, any borrowing or lending of securities or any proxy or voting agreement), the effect or intent of which is (x) for any such stockholder, Proposed Nominee or Stockholder Associated Person, to mitigate loss to or manage risk or benefit from changes in the price of Company Securities or (y) to increase or decrease, disproportionately to the economic interest, the voting power of any such stockholder, Proposed Nominee or Stockholder Associated Person in the Company or any affiliate thereof.

Any notice of a proposed item of business must include a brief description of the business desired to be brought before the meeting, the reasons for conducting such business at the meeting and any material interest in such business of such stockholder and of the beneficial owner, if any, on whose behalf the proposal is made.

### **Householding of Proxy Materials**

The SEC has adopted rules that permit companies and intermediaries (such as banks and brokers) to satisfy the delivery requirements for proxy materials with respect to two or more stockholders sharing the same address by delivering a single proxy statement, annual report or Notice of Internet Availability of Proxy Materials, as applicable, addressed to those stockholders. This process, which is commonly referred to as "householding," potentially means extra convenience for stockholders and cost savings for companies.

This year, a number of brokers with account holders who are our stockholders will be "householding" our proxy materials. A single Notice of Internet Availability of Proxy Materials will be delivered to multiple stockholders sharing an address unless contrary instructions have been received from the affected stockholders. Once you have received notice from your broker that such broker will be "householding" communications, including the proxy materials, to your address, "householding" will continue until you are notified otherwise or until you revoke your consent.

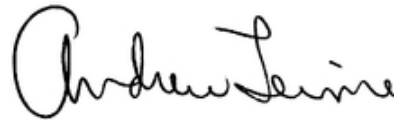
Stockholders who currently receive only one copy of the proxy materials at their address and would like to receive additional copies and/or stockholders who no longer wish to participate in "householding" and would prefer to receive separate proxy materials in the future should direct their request either to their broker or to the Company in writing to SL Green Realty Corp., 420 Lexington Avenue, New York, New York 10170-1881, Attention: Investor Relations or by telephone at (212) 594-2700.

Stockholders who currently receive multiple copies of the proxy materials at their address and would like to request "householding" of their future communications should direct their request either to their broker or to the Company at the address of telephone number above.

**Other Matters**

The Board does not know of any matters other than those described in this proxy statement that will be presented for action at the annual meeting. If other matters are presented, proxies will be voted in accordance with the discretion of the proxy holders.

By Order of our Board of Directors

A handwritten signature in black ink that reads "Andrew Levine". The signature is written in a cursive, flowing style.

Andrew S. Levine  
Secretary

New York, New York  
April 24, 2015

**APPENDIX A:**
**INFORMATION REGARDING CERTAIN FINANCIAL MEASURES**

Below is a reconciliation of income from continuing operations before equity in net income of unconsolidated joint ventures, noncontrolling interests and discontinued operations to operating income and combined same-store cash net operating income for the years ended December 31, 2014 and 2013 (amounts in thousands, except per share data).

	<u>Consolidated Properties</u>		<u>SL Green's share of Unconsolidated Joint Ventures</u>		<u>Combined</u>	
	<u>Year Ended December 31,</u>		<u>Year Ended December 31,</u>		<u>Year Ended December 31,</u>	
	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>	<u>2014</u>	<u>2013</u>
Income from continuing operations before equity in net income from unconsolidated joint ventures, equity in net gain on sale of interest in unconsolidated joint venture/real estate, gain (loss) on sale of investment in marketable securities, purchase price fair value adjustment and loss on early extinguishment of debt	\$ 174,963	\$ 118,062	\$ —	\$ —		
Equity in net income from unconsolidated joint ventures	26,537	9,921	26,537	9,921		
Depreciation and amortization	371,610	324,461	60,691	84,403		
Interest expense, net of interest income	317,400	310,894	61,556	79,896		
Amortization of deferred financing costs	22,377	15,855	6,008	9,637		
Loss on early extinguishment of debt	(32,365)	(18,518)	—	—		
<b>Operating income</b>	<b>\$ 880,522</b>	<b>\$ 760,675</b>	<b>\$ 154,792</b>	<b>\$ 183,857</b>		
Marketing, general & administrative expense	92,488	86,192	—	—		
Net operating income from discontinued operations	37,790	64,906	—	—		
Loan loss and other investment reserves, net of recoveries	—	—	—	—		
Transaction related costs, net of recoveries	8,707	3,985	372	356		
Non-building revenue	(217,856)	(201,416)	(17,467)	(18,451)		
Equity in income from unconsolidated joint ventures	(26,537)	(9,921)	—	—		
Loss on early extinguishment of debt	32,365	18,518	3,382	—		
<b>Net operating income (NOI)</b>	<b>807,479</b>	<b>722,939</b>	<b>141,079</b>	<b>165,762</b>	<b>\$ 948,558</b>	<b>\$ 888,701</b>
NOI from discontinued operations	(37,790)	(64,906)	—	—	(37,790)	(64,906)
NOI from other properties/affiliates	(111,992)	(22,437)	(54,941)	(87,906)	(166,933)	(110,343)
<b>Same-Store NOI</b>	<b>\$ 657,697</b>	<b>\$ 635,596</b>	<b>\$ 86,138</b>	<b>\$ 77,856</b>	<b>\$ 743,835</b>	<b>\$ 713,452</b>
Ground lease straight-line adjustment	1,602	1,143	—	—	1,602	1,143
Straight-line and free rent	(47,886)	(40,357)	(8,404)	(9,645)	(56,290)	(50,002)
Rental income—FAS 141	(21,578)	(18,956)	(1,990)	(2,257)	(23,568)	(21,213)
<b>Same-store cash NOI</b>	<b>\$ 589,835</b>	<b>\$ 577,426</b>	<b>\$ 75,744</b>	<b>\$ 65,954</b>	<b>\$ 665,579</b>	<b>\$ 643,380</b>

The Company presents operating income, net operating income, same-store net operating income and same-store cash net operating income because the Company believes that these measures provide

investors with useful information regarding the operating performance of properties that are comparable for the periods presented. For properties owned since January 1, 2011 and still owned in the same manner at the end of the current quarter, the Company determines same-store net operating income by subtracting same-store property operating expenses and ground rent from same-store recurring rental and tenant reimbursement revenues. Same-store cash net operating income is derived by deducting same-store straight line and free rent from, and adding same-store tenant credit loss allowance to, same-store net operating income. The Company's share of unconsolidated joint venture net operating income, same-store net operating income and same-store cash net operating income is calculated in the same manner as noted above, but includes just the Company's pro-rata share of the total amounts. Combined net operating income, same-store net operating income and same-store cash net operating income are calculated by combining the Company's consolidated amount with the Company's share of unconsolidated joint venture amounts for each measure. None of these measures is an alternative to net income (determined in accordance with GAAP) and same-store performance should not be considered an alternative to GAAP net income performance.

**SL GREEN REALTY CORP.**  
**420 LEXINGTON AVE.**  
**NEW YORK, NY 10170**

**AUTHORIZE YOUR PROXY BY INTERNET - [www.proxyvote.com](http://www.proxyvote.com)**

Use the Internet to transmit your voting instructions and for electronic delivery of information up until 11:59 P.M. Eastern Time the day before the cut-off date or meeting date. Have your proxy card in hand when you access the web site and follow the instructions to obtain your records and to create an electronic voting instruction form.

**AUTHORIZE YOUR PROXY BY PHONE - 1-800-690-6903**

Use any touch-tone telephone to transmit your voting instructions up until 11:59 P.M. Eastern Time the day before the cut-off date or meeting date. Have your proxy card in hand when you call and then follow the instructions.

**AUTHORIZE YOUR PROXY BY MAIL**

Mark, sign and date your proxy card and return it in the postage-paid envelope we have provided or return it to Vote Processing, c/o Broadridge, 51 Mercedes Way, Edgewood, NY 11717.

TO VOTE, MARK BLOCKS BELOW IN BLUE OR BLACK INK AS FOLLOWS:

M90821-P64035

KEEP THIS PORTION FOR YOUR RECORDS  
 DETACH AND RETURN THIS PORTION ONLY

THIS PROXY CARD IS VALID ONLY WHEN SIGNED AND DATED.

<b>SL GREEN REALTY CORP.</b>		<b>For All</b>	<b>Withhold All</b>	<b>For All Except</b>	To withhold authority to vote for any individual nominee, mark "For All Except" and write the number of the nominee on the line below.
<b>The Board of Directors recommends you vote FOR the following:</b>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
1. Election of Directors					
<b>Nominees:</b>					
01) John H. Alschuler					
02) Stephen L. Green					
<b>The Board of Directors recommends you vote FOR the following proposals:</b>		<b>For</b>	<b>Against</b>	<b>Abstain</b>	
2. To approve, on a non-binding advisory basis, our executive compensation.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3. To ratify the appointment of Ernst & Young LLP as our independent registered public accounting firm for the fiscal year ending December 31, 2015.		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4. To consider and act upon any other matters that may properly be brought before the Annual Meeting and at any adjournments or postponements thereof.					
The undersigned hereby acknowledge(s) receipt of the Notice of the Annual Meeting of Stockholders, the terms of which are incorporated herein by reference, and revoke(s) any proxy or proxies heretofore given with respect to the Annual Meeting. This proxy may be revoked at any time prior to the time voting is declared closed by giving the corporate secretary of SL Green Realty Corp. written notice of revocation or by a subsequently dated proxy, or by casting a ballot at the Annual Meeting.					
<b>This solicitation of proxies is made by and on behalf of the Board.</b> The validity of this proxy is governed by the Maryland General Corporation Law and applicable federal securities laws. This proxy does not revoke any prior powers of attorney except for prior proxies given in connection with the Annual Meeting.					
Please sign exactly as your name(s) appear(s) hereon. When signing as attorney, executor, administrator, or other fiduciary, please give full title as such. Joint owners should each sign personally. All holders must sign. If a corporation or partnership, please sign in full corporate or partnership name by authorized officer.					
<input type="text"/>		<input type="text"/>		<input type="text"/>	
Signature [PLEASE SIGN WITHIN BOX]		Date		Signature (Joint Owners)	
				Date	

**Important Notice Regarding the Availability of Proxy Materials for the Annual Meeting:**  
The Notice and Proxy Statement and Annual Report are available at [www.proxyvote.com](http://www.proxyvote.com).

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**SL GREEN REALTY CORP.  
THIS PROXY IS SOLICITED ON BEHALF OF THE BOARD OF DIRECTORS**

The undersigned stockholder(s) hereby appoint(s) Stephen L. Green and Andrew S. Levine, or either of them, as proxies, each with the power to appoint his substitute and hereby authorize(s) them to represent and to vote as designated on the reverse side of this ballot all of the shares of Common Stock of SL GREEN REALTY CORP that the stockholder(s) is/are entitled to vote at the Annual Meeting of Stockholders to be held at Convene, 730 Third Avenue, New York, New York at 11:00 A.M., local time on Thursday, June 4, 2015 and any adjournment or postponement thereof.

**THIS PROXY, WHEN PROPERLY EXECUTED, WILL BE VOTED AS DIRECTED BY THE STOCKHOLDER(S) AND IN THE DISCRETION OF THE PROXYHOLDER ON ANY OTHER MATTER PROPERLY BROUGHT BEFORE THE MEETING OR ANY ADJOURNMENT OR POSTPONEMENT THEREOF. IF NO SUCH DIRECTIONS ARE MADE, THIS PROXY WILL BE VOTED FOR THE ELECTION OF THE BOARD OF DIRECTORS' NOMINEES LISTED ON THE REVERSE SIDE HEREOF AND FOR PROPOSALS 2 AND 3.**

**PLEASE MARK, SIGN AND DATE AND RETURN THIS PROXY CARD PROMPTLY USING THE ENCLOSED REPLY ENVELOPE.**

Continued and to be signed on reverse side