

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported):

September 8, 2016 (August 31, 2016)

SL Green Realty Corp.

(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

Maryland
(STATE OR OTHER
JURISDICTION OF
INCORPORATION)

1-13199
(COMMISSION FILE NUMBER)

13-3956775
(IRS EMPLOYER ID. NUMBER)

SL Green Operating Partnership, L.P.

(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

Delaware
(STATE OR OTHER
JURISDICTION OF
INCORPORATION)

33-167793-02
(COMMISSION FILE NUMBER)

13-3960398
(IRS EMPLOYER ID. NUMBER)

Reckson Operating Partnership, L.P.

(EXACT NAME OF REGISTRANT AS SPECIFIED IN ITS CHARTER)

Delaware
(STATE OR OTHER
JURISDICTION OF
INCORPORATION)

33-84580
(COMMISSION FILE NUMBER)

11-3233647
(IRS EMPLOYER ID. NUMBER)

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

10170
(ZIP CODE)

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

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

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

Item 1.01 Entry into a Material Definitive Agreement.

On August 31, 2016, SL Green Realty Corp. (the "Company"), SL Green Operating Partnership, L.P. ("SL Green OP") and Reckson Operating Partnership, L.P. ("Reckson") entered into an Agreement Regarding Additional Term Loans (the "Amendment") to their existing credit facility (as amended, the "Credit Facility") which increased the funded term loan portion of the facility by \$250 million, resulting in a total committed Credit Facility size of \$2.783 billion.

The Company, SL Green OP and Reckson are borrowers jointly and severally obligated under the Credit Facility. The lending group for the Credit Facility consists of Wells Fargo Bank, National Association, as Administrative Agent, Wells Fargo Securities, LLC, J.P. Morgan Securities LLC, Deutsche Bank Securities Inc. and U.S. Bank National Association, as the Lead Arrangers and Joint Bookrunners, JPMorgan Chase Bank, N.A., as Syndication Agent, U.S. Bank National Association and Deutsche Bank AG New York Branch, as the Documentation Agents, and the other lenders and agents party thereto.

The description of the Amendment contained in this report is qualified in its entirety by reference to the complete text of the Amendment, a copy of which is filed as Exhibit 10.1 to this report and incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation Under an Off-Balance Sheet Arrangement of a Registrant.

The description of the Amendment above under Item 1.01 is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits*

- 10.1 Agreement Regarding Additional Term Loans, dated as of August 31, 2016, by and among SL Green Realty Corp., SL Green Operating Partnership, L.P. and Reckson Operating Partnership, L.P., as Borrowers, each of the Lenders party thereto, and Wells Fargo Bank, National Association, as Administrative Agent.

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SIGNATURES

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

SL GREEN REALTY CORP.

/s/ Andrew S. Levine

Andrew S. Levine

Executive Vice President, Chief Legal Officer and General Counsel

SL GREEN OPERATING PARTNERSHIP, L.P.

By: SL GREEN REALTY CORP., its general partner

/s/ Andrew S. Levine

Andrew S. Levine

Executive Vice President, Chief Legal Officer and General Counsel

RECKSON OPERATING PARTNERSHIP, L.P.

By: WYOMING ACQUISITION GP LLC, its sole general partner

/s/ Andrew S. Levine

Andrew S. Levine

Director

Date: September 8, 2016

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AGREEMENT REGARDING ADDITIONAL TERM LOANS

THIS AGREEMENT REGARDING ADDITIONAL TERM LOANS (this "Agreement") dated as of August 31, 2016 by and among SL GREEN REALTY CORP. (the "Parent"), SL GREEN OPERATING PARTNERSHIP, L.P. ("SLGOP") and RECKSON OPERATING PARTNERSHIP, L.P. ("Reckson"; together with the Parent and SLGOP, each individually a "Borrower" and collectively, the "Borrowers"), BANK OF MONTREAL ("BMO"), MIZUHO BANK, LTD. ("Mizuho"), WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"; and together with the BMO and Mizuho, collectively, the "Increasing Lenders" and each an "Increasing Lender"), and Wells Fargo, as Administrative Agent (the "Administrative Agent").

WHEREAS, the Borrowers, the financial institutions from time to time party thereto as "Lenders", the Administrative Agent, and the other parties thereto, have entered into that certain Amended and Restated Credit Agreement (as amended by that certain First Amendment to Amended and Restated Credit Agreement (the "First Amendment") dated as of March 21, 2014, as further amended by that certain Second Amendment to Amended and Restated Credit Agreement dated as of January 6, 2015, as further amended by that certain Third Amendment to Amended and Restated Credit Agreement (the "Third Amendment") dated as of July 31, 2015, and as further amended, restated, supplemented or otherwise modified from time to time up to, but not including the date hereof, the "Credit Agreement") dated as of November 16, 2012 (the "Original Closing Date"), pursuant to which, on and as of the Original Closing Date, the Lenders made available to the Borrowers certain credit facilities consisting of up to \$1,200,000,000 in aggregate amount of Revolving Commitments and \$400,000,000 in aggregate principal amount of Term Loans;

WHEREAS, in connection with the First Amendment, the Borrowers borrowed \$383,000,000 in aggregate principal amount of Additional Term Loans;

WHEREAS, in connection with that certain Agreement Regarding Additional Term Loan dated as of November 10, 2014, among the Borrowers, The Bank of New York Mellon and the Administrative Agent, the Borrowers borrowed \$50,000,000 in aggregate principal amount of Additional Term Loans;

WHEREAS, in connection with the Third Amendment, (i) the Revolving Commitments were increased to an aggregate amount of up to \$1,600,000,000 and (ii) the Borrowers borrowed \$100,000,000 in aggregate principal amount of Additional Term Loans; and

WHEREAS, pursuant to Section 2.19. of the Credit Agreement, the Increasing Lenders are willing to make Additional Term Loans to the Borrowers in the principal amount of \$250,000,000 on the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged by the parties hereto, the parties hereto hereby agree as follows:

Section 1. Additional Term Loan. Upon the effectiveness of this Agreement each Increasing Lender agrees to make an Additional Term Loan to the Borrowers in the principal amount set forth for such Increasing Lender on Exhibit A attached hereto as such Increasing Lender's "Additional Term Loan Amount" (the "New Additional Term Loans").

Section 2. Conditions Precedent. The effectiveness of this Agreement, including each Increasing Lender's obligation to make a New Additional Term Loan pursuant to Section 1 above, is subject to

receipt by the Administrative Agent of each of the following, each in form and substance satisfactory to the Administrative Agent:

- (a) a counterpart of this Agreement duly executed by the Borrowers, the Administrative Agent and the Increasing Lenders;
- (b) new or replacement (as the case may be) Term Notes executed by the Borrowers, payable to each Increasing Lender in the aggregate principal amount of such Term Loan Lender's Term Loans after giving effect to this Agreement (the "New Term Notes");
- (c) copies certified by the Secretary or Assistant Secretary of all corporate, partnership or other necessary action taken by the Borrowers to authorize their execution, delivery and performance of this Agreement and the New Term Notes and the borrowing of the New Additional Term Loans;
- (d) an opinion of counsel to the Borrowers and addressed to the Administrative Agent and each Increasing Lender covering such matters as reasonably requested by the Administrative Agent; and
- (e) evidence that all fees, expenses and reimbursement amounts due and payable to the Administrative Agent and each Lender have been paid.

Section 3. Representations and Warranties and Acknowledgements of Increasing Lenders. Each Increasing Lender (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Agreement and to consummate the transactions contemplated hereby and (ii) it has, independently and without reliance upon the Administrative Agent or any Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement and to make a New Additional Term Loan and (b) agrees that it will, independently and without reliance on the Administrative Agent or any Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents.

Section 4. Representations of Borrowers. Each Borrower represents and warrants that (a) no Default or Event of Default shall be in existence as of the date hereof or immediately after giving effect to the making of the New Additional Term Loans contemplated hereby, (b) the representations and warranties made or deemed made by any Borrower in any Loan Document to which such Borrower is a party shall be true and correct in all material respects (except in the case of a representation or warranty qualified by materiality, in which case such representation or warranty shall be true and correct in all respects) on the date of the making of the New Additional Term Loan with the same force and effect as if made on and as of such date except to the extent that such representations and warranties expressly relate solely to an earlier date (in which case such representations and warranties shall have been true and correct in all material respects (except in the case of a representation or warranty qualified by materiality, in which case such representation or warranty shall have been true and correct in all respects) on and as of such earlier date) and except for changes in factual circumstances specifically and expressly permitted hereunder and (c) the execution and delivery by each Borrower of this Agreement and the performance by each Borrower of this Agreement and the Credit Agreement, as supplemented by this Agreement, in accordance with their respective terms, do not and will not, by the

passage of time, the giving of notice, or both: (i) require any Government Approvals or violate any Applicable Laws (including Environmental Laws) relating to any Borrower; (ii) conflict with, result in a breach of or constitute a default under the organizational documents of any Borrower, or any indenture, agreement or other instrument to which any Borrower is a party or by which it or any of its respective properties may be bound; or (iii) result in or require the creation or imposition of any Lien upon or with respect to any property now owned or hereafter acquired by any Borrower other than in favor of the Administrative Agent for its benefit and the benefit of the Lenders and the Issuing Bank.

Section 5. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS EXECUTED, AND TO BE FULLY PERFORMED, IN SUCH STATE, WITHOUT REGARD TO THE CONFLICTS OF LAW PRINCIPLES THEREOF THAT WOULD REQUIRE THE APPLICATION OF LAWS OF ANOTHER JURISDICTION.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts (which may be effectively delivered by facsimile, in portable electronic format ("PDF") or other similar electronic means) each of which, when taken together, shall constitute one and the same agreement.

Section 7. Headings. Section headings have been inserted herein for convenience only and shall not be construed to be a part hereof.

Section 8. Amendments; Waivers. This Agreement may not be amended, changed, waived or modified except by a writing executed by each Lender party hereto, the Administrative Agent and the Borrowers.

Section 9. Expenses. The Borrowers shall reimburse the Administrative Agent upon demand for all costs and expenses (including attorneys' fees) incurred by the Administrative Agent in connection with the preparation, negotiation and execution of this Agreement and the other agreements and documents executed and delivered in connection herewith.

Section 10. Benefits. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 11. Definitions. Terms not otherwise defined herein are used herein with the respective meanings given them in the Credit Agreement.

Section 12. Effects. On and after the effectiveness of this Agreement, this Agreement shall constitute a Loan Document.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement Regarding Additional Term Loans to be executed as of the date first above written.

SL GREEN OPERATING PARTNERSHIP, L.P.

By: SL Green Realty Corp.

By: /s/ Andrew Mathias

Name: Andrew Mathias

Title: President

RECKSON OPERATING PARTNERSHIP, L.P.

By: Wyoming Acquisition GP LLC,
as Sole General Partner

By: SL Green Operating Partnership, L.P.,

By: SL Green Realty Corp.

By: /s/ Andrew Mathias

Name: Andrew Mathias

Title: President

SL GREEN REALTY CORP.

By: /s/ Andrew Mathias

Name: Andrew Mathias

Title: President

[Signature Page to Agreement Regarding Additional Term Loans with SL Green Operating Partnership, L.P. et al.]

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent and as an Increasing Lender

By: /s/ Matthew Ricketts
Name: Matthew Ricketts
Title: Managing Director

[Signatures Continued on Next Page]

[Signature Page to Agreement Regarding Additional Term Loans with SL Green Operating Partnership, L.P. et al.]

BANK OF MONTREAL, as an Increasing Lender

By: /s/ Kevin Fennell
Name: Kevin Fennell
Title: Vice President

[Signatures Continued on Next Page]

[Signature Page to Agreement Regarding Additional Term Loans with SL Green Operating Partnership, L.P. et al.]

MIZUHO BANK, LTD., as an Increasing Lender

By: /s/ John Davies
Name: John Davies
Title: Authorized Signatory

[Signatures Continued on Next Page]

EXHIBIT A

Amounts of Additional Term Loans / New Term Loan and Revolving Commitment Amounts

<u>Lender</u>	<u>Additional Term Loan Amount</u>
Wells Fargo Bank, National Association	\$ 125,000,000
Bank of Montreal	\$ 75,000,000
Mizuho Bank, Ltd.	\$ 50,000,000
TOTAL	\$ 250,000,000
