

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

**FORM 8-K**

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

Date of Report (Date of earliest event reported):  
**January 30, 2024**

**SL GREEN REALTY CORP.  
SL GREEN OPERATING PARTNERSHIP, L.P.**

(Exact Name of Registrant as Specified in Charter)

**Maryland**  
(State or Other  
Jurisdiction of Incorporation)

**1-13199**  
(Commission  
File Number)

**13-3956775**  
(IRS Employer  
Identification No.)

**Delaware**  
(State or Other  
Jurisdiction of Incorporation)

**333-167793-02**  
(Commission  
File Number)

**13-3960398**  
(IRS Employer  
Identification No.)

**One Vanderbilt Avenue  
New York, New York 10017**  
(Address of principal executive offices, including zip code)

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2.):

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

Securities registered pursuant to Section 12(b) of the Act:

<b>Registrant</b>	<b>Trading Symbol</b>	<b>Title of Each Class</b>	<b>Name of Each Exchange on Which Registered</b>
SL Green Realty Corp.	SLG	Common Stock, \$0.01 par value	New York Stock Exchange
SL Green Realty Corp.	SLG.PRI	6.500% Series I Cumulative Redeemable Preferred Stock, \$0.01 par value	New York Stock Exchange

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

Emerging growth company

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

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

On January 30, 2024, Matthew DiLiberto and SL Green Realty Corp. (the “Company”) entered into an amendment to the employment agreement between Mr. DiLiberto and the Company (the “Amendment”) to modify the methodology for calculating Mr. DiLiberto’s annual bonus.

Pursuant to the Amendment, Mr. DiLiberto will be eligible to earn up to 250% of his base salary based on formulaic goals established in advance by the Compensation Committee of the Board of Directors of the Company (the “Compensation Committee”), which shall comprise 60% of Mr. DiLiberto’s total annual bonus opportunity for each fiscal year during the term (the “Formulaic Component”). The remaining 40% of Mr. DiLiberto’s annual bonus opportunity for each fiscal year will be determined by dividing the Formulaic Component (once it has been calculated) by 0.6, less the amount of the as-calculated Formulaic Component, to establish a non-formulaic bonus opportunity amount (the “Non-Formulaic Component”). Mr. DiLiberto may earn between 0% and 100% of the Non-Formulaic Component, as determined in the discretion of the Compensation Committee.

Except as set forth above, the terms of the employment agreement have not been modified by the Amendment. The discussion above is qualified in its entirety by reference to the Amendment, which is being filed with this Current Report on Form 8-K as Exhibit 10.1 and is incorporated herein by reference.

**Item 9.01. Financial Statements and Exhibits.**

**(d) Exhibits**

<b>Exhibit Number</b>	<b>Description of Exhibits</b>
<a href="#">10.1</a>	<a href="#">First Amendment to Amended and Restated Employment and Noncompetition Agreement, dated as of January 30, 2024, by and between SL Green Realty Corp. and Matthew DiLiberto.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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**SIGNATURES**

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

**SL GREEN REALTY CORP.**

By: /s/ Andrew S. Levine

Name: Andrew S. Levine

Title: Executive Vice President, Chief Legal Officer and General Counsel

**SL GREEN OPERATING PARTNERSHIP, L.P.**

By: SL GREEN REALTY CORP., its general partner

By: /s/ Andrew S. Levine

Name: Andrew S. Levine

Title: Executive Vice President, Chief Legal Officer and General Counsel

Date: February 2, 2024

FIRST AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AND NONCOMPETITION AGREEMENT

This FIRST AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AND NONCOMPETITION AGREEMENT (this “Amendment”), effective as of January 30, 2024 is made by and between Matthew DiLiberto (“Executive”) and SL Green Realty Corp., a Maryland corporation with its principal place of business at One Vanderbilt Avenue, New York, New York 10017 (the “Employer”).

WHEREAS, the Employer and the Executive entered into that certain Amended and Restated Employment and Noncompetition Agreement, dated as of March 2, 2023, and effective as of January 1, 2023 (the “Employment Agreement”); and

WHEREAS, pursuant to Section 12 of the Employment Agreement, the Employer and the Executive desire to amend certain terms of the Employment Agreement as set forth in this Amendment.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt of which is mutually acknowledged, the Employer and the Executive agree as follows:

1. Section 3(b) of the Employment Agreement is hereby deleted in its entirety and the following new Section 3(b) is substituted in lieu thereof:

(b) Incentive Compensation/Bonuses. In addition to Base Salary, with respect to fiscal year 2023 and thereafter during the Employment Period, Executive shall participate in an annual cash bonus program allowing Executive to earn an amount up to two hundred and fifty percent (250%) of Executive’s Base Salary based on the achievement of specific goals established in advance by the Compensation Committee, which shall comprise 60% of Executive’s cash bonus opportunity for each fiscal year (the “Formulaic Component”). The remaining 40% of Executive’s cash bonus opportunity for each fiscal year shall be equal to (i) the cash value of the Formulaic Component for such year divided by (ii) 0.6, less (iii) the cash value of the Formulaic Component for such year (the “Non-Formulaic Component”). Goals for the Formulaic Component will be established by the Compensation Committee in its discretion and in consultation with the Chief Executive Officer at performance levels ranging from threshold performance (entitling Executive to earn 50% of Base Salary) to target performance (entitling Executive to earn 175% of Base Salary) to maximum performance (entitling Executive to earn 250% of Base Salary), with linear interpolation between performance levels. The portion of the Non-Formulaic Component earned by Executive for a given fiscal year (in a range between \$0 and the amount of the Non-Formulaic Component determined by the formula set forth in this Section 3(b)), will be determined in the discretion of the Compensation Committee in consultation with the Chief Executive Officer of the Employer.

Executive will be entitled to receive such annual cash bonuses, if any, as are earned pursuant to such program, any portion of which the Employer may pay in the form of shares of Common Stock, stock units, LTIP units (“LTIP Units”) in SL Green Operating Partnership, L.P. (the “Partnership”) or other equity awards, as determined at the time of grant by the Compensation Committee, in its sole discretion, and reflected in the minutes or consents of the Compensation Committee relating to the approval of such equity awards (“Annual Cash Bonus”); provided that, for the avoidance of doubt, Annual Cash Bonus shall include annual cash bonuses (including any portion received in equity) for years prior to 2023 that were not paid pursuant to the annual cash bonus program described in this Section 3(b). In addition, Executive shall be eligible to participate in any other bonus or incentive compensation plans in effect with respect to senior executive officers of the Employer, as the Board or Compensation Committee, in its sole discretion, may deem appropriate to reward Executive for job performance.

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2. Except as expressly amended hereby, the Employment Agreement continues in full force and effect in accordance with its terms. The Employment Agreement, together with any Exhibits thereto and this Amendment, constitutes the entire understanding and agreement of the parties hereto regarding the employment of the Executive. Capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Employment Agreement.

3. This Amendment shall be governed and construed in accordance with the laws of the State of New York, without regard to any principles of conflicts of laws which could cause the application of the laws of any jurisdiction other than the State of New York.

4. This Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original but all such counterparts together shall constitute one and the same instrument. Each counterpart may consist of two copies hereof each signed by one of the parties hereto.

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

**SL GREEN REALTY CORP.:**

By: /s/ Andrew S. Levine

Name: Andrew S. Levine

Title: Chief Legal Officer, General Counsel and Executive Vice  
President

**EXECUTIVE:**

/s/ Matthew DiLiberto

Name: Matthew DiLiberto