

**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):

November 12, 2014 (November 10, 2014)

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 November 10, 2014, SL Green Realty Corp. (the "Company"), SL Green Operating Partnership, L.P. and Reckson Operating Partnership, L.P. entered into an agreement (the "Agreement") with The Bank of New York Mellon as the Increasing Lender (the "Increasing Lender") and Wells Fargo Bank, National Association as the Administrative Agent. The Agreement supplements the existing credit facility (the "Credit Facility") to borrow from the Increasing Lender an additional term loan in the principal amount of \$50 million (the "Additional Term Loan"). The credit facility, as supplemented by the Agreement, includes an \$833 million term loan facility and a \$1.2 billion revolving credit facility. The Additional Term Loan was borrowed on November 10, 2014.

The description of the Agreement contained in this report is qualified in its entirety by reference to the complete text of the Agreement, 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 Agreement 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 Loan, dated as of November 10, 2014, by and among SL Green Realty Corp., SL Green Operating Partnership, L.P. and Reckson Operating Partnership, L.P., as Borrowers, The Bank of New York Mellon (as Increasing Lender) 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/ James Mead

James Mead
Chief Financial Officer

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

/s/ James Mead

James Mead
Chief Financial Officer

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

/s/ James Mead

James Mead
Treasurer

Date: November 12, 2014

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AGREEMENT REGARDING ADDITIONAL TERM LOAN

THIS AGREEMENT REGARDING ADDITIONAL TERM LOAN (this "Agreement") dated as of November 10, 2014 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"), THE BANK OF NEW YORK MELLON (the "Increasing Lender") and WELLS FARGO BANK, NATIONAL ASSOCIATION, 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 dated as of November 16, 2012 (as amended by that First Amendment to Amended and Restated Credit Agreement (the "First Amendment") dated as of March 21, 2014 and as further amended, restated, supplemented or otherwise modified from time to time up to, but not including the date hereof, the "Credit Agreement");

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

WHEREAS, pursuant to Section 2.19. of the Credit Agreement, the Increasing Lender is willing to make an Additional Term Loan to the Borrowers in the principal amount of \$50,000,000 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 the Increasing Lender agrees to make an Additional Term Loan to the Borrowers in the principal amount of \$50,000,000 (the "New Additional Term Loan"). The interest on the New Additional Term Loan will accrue from and including the date of the making of the New Additional Term Loan at the same per annum rate as the First Amendment Term Loans for the Interest Period that will end concurrently with the end of the Interest Period for the First Amendment Term Loans (notwithstanding anything in the definition of the Interest Period to the contrary).

Section 2. Conditions Precedent. The effectiveness of this Agreement, including the Increasing Lender's obligation to make the 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 Lender;
- (b) a Term Note executed by the Borrowers payable to the Increasing Lender in the aggregate principal amount of \$90,000,000 (the "New Note");
- (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 Note and the borrowing of the New Additional Term Loan;

(d) an opinion of counsel to the Borrowers and addressed to the Administrative Agent and the 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 the Increasing Lender have been paid.

Section 3. Representations and Warranties of Increasing Lender. The Increasing Lender (a) represents and warrants that 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 provide the 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 Borrower. The 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 Loan contemplated hereby and (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.

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 the Increasing Lender, 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.

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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]

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

SL GREEN OPERATING PARTNERSHIP, L.P.

By: SL Green Realty Corp.

By: /s/ Andrew S. Levine

Name: Andrew S. Levine

Title: Executive Vice 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 S. Levine

Name: Andrew S. Levine

Title: Executive Vice President

SL GREEN REALTY CORP.

By: /s/ Andrew S. Levine

Name: Andrew S. Levine

Title: Executive Vice President

[Signatures Continued on Next Page]

[Signature Page to Agreement Regarding Additional Term Loan]

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

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: /s/ Sean Armah
Name: Sean Armah
Title: Vice-President

[Signatures Continued on Next Page]

[Signature Page to Agreement Regarding Additional Term Loan]

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

THE BANK OF NEW YORK MELLON

By: /s/ Carol Murray
Name: Carol Murray
Title: Managing Director

[Signature Page to Agreement Regarding Additional Term Loan]
