ISTAR INC.
Form 424B5
March 24, 2016

CALCULATION OF REGISTRATION FEES

Title of Each Class of Securities to be Registered	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee(1)
6.50% Senior Notes Due 2021	$275,000,000	$27,692.50(2)

(1) The registration fee is calculated in accordance with Rule 457(o) and 457(r) under the Securities Act of 1933, as amended, or the Securities Act. In accordance with Rules 456(b) and 457(r) under the Securities Act, the registrant initially deferred payment of all of the registration fees for the Registration Statement (File No. 333-198576) filed by the registrant on September 5, 2014, except for $110,589 of unutilized fees relating to $965,000,000 aggregate initial offering price of unsold securities of the registrant that were registered under Registration Statement No. 333-181470, filed on May 16, 2012, or the Prior Registration Statement.

(2) Pursuant to Rule 457(p) under the Securities Act, the registrant hereby offsets the total registration fee due under this registration statement by the amount of the filing fee associated with the unsold securities from the registrant's Prior Registration Statement. The associated filing fee of $110,589 of unutilized fees remaining under the Prior Registration Statement is hereby used to offset the current registration fee due. As a result, $0 is due in connection with this registration statement.

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Filed Pursuant to Rule 424(b)(5)
Registration No. 333-198576

PROSPECTUS SUPPLEMENT
(TO PROSPECTUS DATED SEPTEMBER 4, 2014)

$275,000,000

6.50% Senior Notes Due 2021

We are offering $275.0 million aggregate principal amount of our 6.50% Senior Notes due 2021, or the "Notes." The Notes will mature on July 1, 2021. We will pay interest on the Notes on each January 1 and July 1, commencing on July 1, 2016.

Prior to July 1, 2018, we may redeem some or all of the Notes at any time and from time to time at a price equal to 100% of the principal amount thereof, plus the applicable "make-whole" premium and accrued but unpaid interest, if any, to, but excluding, the date of redemption. On or after July 1, 2018, we may redeem some or all of the Notes at any time and from time to time at the prices and as described under the caption "Description of the Notes Optional Redemption." In addition, prior to July 1, 2018, we may redeem up to 35% of the Notes using the proceeds of certain equity offerings.

The Notes are our unsecured senior obligations and rank equally with all of our other unsecured, unsubordinated indebtedness from time to time outstanding. The Notes are effectively subordinated to any of our existing and future secured indebtedness to the extent of the value of the assets securing such indebtedness. In addition, the Notes are structurally subordinated to all indebtedness and other liabilities of our subsidiaries.

The Notes are not expected to be listed on any securities exchange or included in any quotation system.

This prospectus supplement and the accompanying prospectus include additional information about the terms of the Notes, including covenants.

See "Risk Factors," beginning on page S-4 of this prospectus supplement and on page 15 of our Annual Report on Form 10-K for the fiscal year ended December 31, 2015, for a discussion of certain risks you should consider before investing in the Notes.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined that this prospectus supplement or the accompanying prospectus is accurate or complete. Any representation to the contrary is a criminal offense.

	Public offering price(1)	Underwriting discount	Proceeds, before expenses, to us(1)
Per Note	100.00%	1.25%	98.75%
Total	$ 275,000,000	$ 3,437,500	$ 271,562,500

(1) Plus accrued interest from March 29, 2016, if settlement occurs after that date.

The public offering price set forth above does not include accrued interest, if any. Interest on the Notes will accrue from March 29, 2016 and must be paid if the Notes are delivered after March 29, 2016.

The Notes will be ready for delivery in book-entry form only through the facilities of The Depository Trust Company against payment in New York, New York on or about March 29, 2016.

Joint Bookrunners

J.P. Morgan **Barclays** **BofA Merrill Lynch** **Wells Fargo Securities**

The date of this prospectus supplement is March 23, 2016.

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This document is in two parts. The first part is the prospectus supplement, which describes the terms of this offering and adds to and updates information contained in the accompanying prospectus. The second part, the accompanying prospectus, provides more general information, some of which may not apply to this offering. Generally, when we refer to this prospectus, we are referring to both parts of this document combined. To the extent there is a conflict between the information contained in this prospectus supplement, on the one hand, and the information contained in the accompanying prospectus, on the other hand, you should rely on the information contained in this prospectus supplement.

In making your investment decision, you should rely only on the information contained or incorporated by reference in this prospectus supplement and the accompanying prospectus. We have not, and the underwriters have not, authorized any other person to provide you with different information. If anyone provides you with different or inconsistent information, you should not rely on it. We are not, and the underwriters are not, making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information appearing in this prospectus supplement, the accompanying prospectus and the documents incorporated by reference is accurate only as of their respective dates. Our business, financial condition, results of operations and prospects may have changed since those dates.

Unless otherwise stated or the context requires otherwise, references to "iStar," "the Company," "we," "us" and "our" are to iStar Inc. and its consolidated subsidiaries. iStar Financial Inc. was renamed "iStar Inc." on August 17, 2015 and, accordingly, references in the accompanying prospectus to "iStar Financial Inc." are to iStar Inc.

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FORWARD-LOOKING STATEMENTS

We make statements in this prospectus supplement, the accompanying prospectus and the documents we incorporate by reference, other than purely historical information, including estimates, projections, statements relating to our business plans, objectives and expected operating results, and the assumptions upon which those statements are based, are "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, or the "Securities Act," and Section 21E of the Securities Exchange Act of 1934, as amended, or the "Exchange Act." Forward-looking statements are included with respect to, among other things, our current business plan, business strategy, portfolio management, prospects and liquidity. These forward-looking statements generally are identified by the words "believe," "project," "expect," "anticipate," "estimate," "intend," "strategy," "plan," "may," "should," "will," "would," "will be," "will continue," "will likely result" and similar expressions. Forward-looking statements are based on current expectations and assumptions that are subject to risks and uncertainties which may cause actual results or outcomes to differ materially from those contained in the forward-looking statements. Certain important factors that we believe might cause such differences are discussed in the section entitled "Risk Factors," beginning on page S-4 of this prospectus supplement and on page 15 of our Annual Report on Form 10-K for the fiscal year ended December 31, 2015. We undertake no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. In assessing all forward-looking statements, readers are urged to read carefully all cautionary statements contained in this prospectus and the documents we incorporate by reference.

SUMMARY

iStar Inc.

We finance, invest in and develop real estate and real estate-related projects as part of our fully-integrated investment platform. We have invested more than $35 billion over the past two decades and are structured as a real estate investment trust, or "REIT," with a diversified portfolio focused on larger assets located in major U.S. metropolitan markets. Our primary business segments are real estate finance, net lease, operating properties and land and development.

Our real estate finance portfolio is primarily comprised of senior and mezzanine real estate loans that may be either fixed-rate or variable-rate and are structured to meet the specific financing needs of borrowers. Our portfolio also includes preferred equity investments and senior and subordinated loans to business entities, particularly entities engaged in real estate or real estate related businesses, and may be either secured or unsecured. Our loan portfolio includes whole loans and loan participations.

Our net lease portfolio is primarily comprised of properties owned by us and leased to single creditworthy tenants, where the properties are subject to long-term leases. Most of the leases provide for expenses at the facility to be paid by the tenant on a triple net lease basis. The properties in this portfolio are diversified by property type and geographic location. In addition to net lease properties owned by us, we partnered with a sovereign wealth fund in 2014 to form a venture to acquire and develop net lease assets.

Our land and development portfolio is primarily comprised of land entitled for master planned communities as well as waterfront and urban infill land parcels located throughout the United States. Master planned communities represent large-scale residential projects that we will entitle, plan and/or develop and may sell through retail channels to home builders or in bulk. Waterfront parcels are generally entitled for residential projects and urban infill parcels are generally entitled for mixed-use projects. We may develop these properties ourselves or in partnership with commercial real estate developers, or we may sell these properties.

Our operating properties portfolio is comprised of commercial and residential properties, which represent a diverse pool of assets across a broad range of geographies and property types. We generally seek to reposition or redevelop these assets with the objective of maximizing their value through the infusion of capital and/or intensive asset management efforts. The commercial properties within this portfolio include office, retail, hotel and other property types. The residential properties within this portfolio are generally luxury condominium projects located in major U.S. cities where our strategy is to sell individual condominium units through retail distribution channels.

Our primary sources of revenues are operating lease income, which is the rent and reimbursements that tenants pay to lease our properties, and interest income, which is the interest that borrowers pay on loans. We primarily generate income through a "spread" or "margin," which is the difference between the revenues generated from leases and loans and interest expense and the cost of real estate operations. In addition, we generate income from commercial operating property revenue, sales of real estate and land development assets and equity in earnings of unconsolidated ventures.

Our principal executive offices are located at 1114 Avenue of the Americas, New York, New York 10036, and our telephone number is (212) 930-9400. Our website is *www.istar.com*. The information on our website, other than the reports filed with the SEC incorporated by reference herein, is not considered part of this prospectus supplement or the accompanying prospectus.

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THE OFFERING

The following is a brief summary of the terms of this offering. For a complete description of the terms of the Notes, see "Description of the Notes" in this prospectus supplement.

Issuer	iStar Inc.
Securities Offered	$275.0 million principal amount of the Notes.
Maturity	Unless redeemed earlier, the Notes will mature on July 1, 2021.
Interest Rate	The Notes will bear interest at 6.50% per year (calculated using a 360-day year comprised of twelve 30-day months).
Interest Payment Dates	Interest on the Notes will be paid on each January 1 and July 1, commencing on July 1, 2016. Interest on the Notes will accrue from March 29, 2016.
Ranking	The Notes are our unsecured senior obligations and rank equally with our existing and future unsecured senior indebtedness and, to the extent we incur subordinated indebtedness in the future, senior to such indebtedness. The Notes will be effectively subordinated to all of our secured indebtedness to the extent of the value of the assets securing such indebtedness and all indebtedness and other liabilities of our subsidiaries (including indebtedness of iStar Inc. guaranteed by its subsidiaries). As of December 31, 2015, the aggregate amount of our outstanding consolidated indebtedness was $4.2 billion, of which $339.5 million was debt of our subsidiaries and $829.3 million was secured indebtedness (which amount also includes debt of our subsidiaries). After giving *pro forma* effect to the issuance of the Notes in this offering and the application of the net proceeds therefrom as described under "Use of Proceeds," and the repayment on March 15, 2016 of the entire outstanding $261.4 million aggregate principal amount of our 5.875% Senior Notes due March 2016 with cash on hand, our outstanding consolidated indebtedness as of December 31, 2015 would have been $3.9 billion, of which $339.5 million would have been debt of our subsidiaries (including indebtedness of iStar Inc. guaranteed by our subsidiaries) and $826.8 million would have been secured indebtedness (which amount also includes debt of our subsidiaries), and we would have had $4.4 billion of unencumbered assets.

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Optional Redemption	Prior to July 1, 2018, we may redeem some or all of the Notes at any time and from time to time at a price equal to 100% of the principal amount thereof, plus the applicable "make-whole" premium and accrued but unpaid interest, if any, to, but excluding, the date of redemption. On or after July 1, 2018, we may redeem some or all of the Notes at any time and from time to time at the prices and as described under the caption "Description of the Notes Optional Redemption." In addition, prior to July 1, 2018, we may redeem up to 35% of the Notes using the proceeds of certain equity offerings.
Change of Control Offer	If a Change of Control Triggering Event, as defined in "Description of the Notes," occurs, we must give holders of the Notes the opportunity to sell us their Notes at 101% of their principal amount, plus accrued and unpaid interest.
Certain Covenants	The indenture governing the Notes contains covenants limiting our and our subsidiaries' ability to: incur indebtedness; maintain unencumbered assets; or merge or consolidate with another person. These covenants are subject to a number of important limitations and exceptions, and the covenants limiting our and our subsidiaries' ability to incur indebtedness and requiring us to maintain unencumbered assets will cease to apply at all times that the Notes have investment grade ratings. See "Description of the Notes Certain Covenants."
No Prior Market for the Notes	The Notes will be new securities for which there is currently no public market. The Notes will not be listed on any securities exchange or included in any automated quotation system.
Risk Factors	Investing in the Notes involves substantial risks. See "Risk Factors" in this prospectus supplement and our Annual Report on Form 10-K for the fiscal year ended December 31, 2015 for a description of certain risks you should consider before investing in the Notes.
Use of Proceeds	We will use the net proceeds from this offering to redeem and repay in full the approximately $265 million aggregate principal amount outstanding of our 3.875% Senior Notes due July 2016, repay a portion of the indebtedness outstanding under the 2015 Revolving Credit Agreement and pay related expenses. See "Use of Proceeds."

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RISK FACTORS

This section describes some, but not all, of the risks of purchasing the Notes in the offering. Our Annual Report on Form 10-K for the fiscal year ended December 31, 2015 which is incorporated by reference into this prospectus supplement and the accompanying prospectus, also contains a "Risk Factors" section beginning on page 15 of that report. You should carefully consider the risks described in such "Risk Factors" section, in addition to the other information contained or incorporated by reference in this document, before purchasing the Notes. In addition, you should carefully review the factors discussed below and the cautionary statements referred to in "Forward-Looking Statements."

The Notes will be structurally subordinated to subsidiary debt.

The Notes are not guaranteed by any of our subsidiaries. As a result, the Notes will be structurally subordinated to all indebtedness and other obligations of our subsidiaries. As of December 31, 2015, after giving *pro forma* effect to this offering, the use of proceeds as described in "Use of Proceeds" and the repayment on March 15, 2016 of the $261.4 million aggregate principal amount of our 5.875% Senior Notes due March 2016 using available cash, our subsidiaries would have had $339.5 million of indebtedness outstanding (including indebtedness of iStar Inc. guaranteed by our subsidiaries).

Creditors of a subsidiary are entitled to be paid what is due to them before assets of the subsidiary become available for creditors of its parent. Accordingly, claims of holders of the Notes will be structurally subordinated to any claims of creditors of our subsidiaries.

The Notes are unsecured and will be effectively subordinated to our secured indebtedness to the extent of the value of the property securing such indebtedness.

Our obligations under the Notes are not secured by any of our assets. As of December 31, 2015, after giving *pro forma* effect to this offering, the use of proceeds as described in "Use of Proceeds" and the repayment on March 15, 2016 of the $261.4 million aggregate principal amount of our 5.875% Senior Notes due March 2016 using available cash, $826.8 million of our indebtedness would have been secured indebtedness.

Secured creditors are entitled to the proceeds from the sale or other disposition of assets securing their indebtedness in satisfaction of such indebtedness before any of such assets or proceeds become available to unsecured creditors. Accordingly, claims of holders of the Notes will be subordinated to our secured creditors to the extent of the value of the assets securing our secured indebtedness.

Our ability to repurchase Notes upon a change of control may be limited.

Upon the occurrence of a Change of Control Triggering Event, each holder will have the right to require us to repurchase the holder's Notes. Our other debt securities also contain provisions conferring rights upon holders to require us to repurchase such securities at the option of the holders upon the occurrence of a change of control. Additionally, under our $880 million secured credit agreement entered into on March 19, 2012, or the "2012 Credit Agreement," and our $250 million secured revolving credit agreement entered into on March 27, 2015, or the "2015 Revolving Credit Agreement," a change of control (as defined therein) constitutes an event of default that permits the respective lenders to accelerate the maturity of borrowings under the 2012 Credit Agreement and the 2015 Revolving Credit Agreement, and the commitments to lend under those agreements would terminate. If a Change of Control Triggering Event were to occur, but we did not have sufficient funds to pay the repurchase price for all of the Notes and the other debt securities with repurchase rights which were tendered, that failure would constitute an event of default under the Indenture. Therefore, the occurrence of a Change of Control Triggering Event at a time when we could not pay for the Notes and the other debt securities with repurchase rights which were tendered as a result of the Change of

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Control Triggering Event could result in holders receiving substantially less than the principal amount of the Notes.

One of the circumstances under which a Change of Control Triggering Event may occur is upon the sale, lease, exchange or other transfer of all or substantially all of our assets. However, the phrase "all or substantially all" will likely be interpreted under applicable state law and will be dependent upon particular facts or circumstances. As a result, there may be a degree of uncertainty in ascertaining whether a sale, lease, exchange of other transfer of "all or substantially all" of our assets has occurred, in which case, the ability of a holder of the Notes to obtain the benefit of the offer for repurchase of all or a portion of the Notes held by such holder may be impacted.

Covenants in our indebtedness could limit our flexibility and adversely affect our financial condition.

Our outstanding unsecured debt securities contain corporate level covenants that include a covenant to maintain a ratio of unencumbered assets to unsecured indebtedness of at least 1.2x and a restriction on debt incurrence based upon the effect of the debt incurrence on our fixed charge coverage ratio. If any of our covenants are breached and not cured within applicable cure periods, the breach could result in acceleration of our debt securities unless a waiver or modification is agreed upon with the requisite percentage of the bondholders. While we expect that our ability to incur new indebtedness under the fixed charge coverage ratio will be limited for the foreseeable future, we will continue to be permitted to incur indebtedness for the purpose of refinancing existing indebtedness and for other permitted purposes under the indentures.

The 2012 Credit Agreement and the 2015 Revolving Credit Agreement contain certain covenants, including covenants relating to collateral coverage, dividend payments, restrictions on fundamental changes, transactions with affiliates, matters relating to the liens granted to the lenders and the delivery of information to the lenders. In particular, our 2012 Credit Agreement requires us to maintain collateral coverage of 1.25x outstanding borrowings. Our 2015 Revolving Credit Agreement requires us to maintain both collateral coverage of at least 1.5x outstanding borrowings and a consolidated ratio of cash flow to fixed charges of at least 1.5x. In addition, for so long as we maintain our qualification as a REIT, the 2012 Credit Agreement and the 2015 Revolving Credit Agreement permit us to distribute 100% of our REIT taxable income on an annual basis (prior to deduction of certain cumulative net operating loss carryforwards, in the case of our 2015 Revolving Credit Agreement). We may not pay common dividends if we cease to qualify as a REIT.

The 2012 Credit Agreement and the 2015 Revolving Credit Agreement contain cross default provisions that would allow the lenders to declare an event of default and accelerate our indebtedness to them if we fail to pay amounts due in respect of our other recourse indebtedness in excess of specified thresholds or if the lenders under such other indebtedness are otherwise permitted to accelerate such indebtedness for any reason. The indentures governing our unsecured public debt securities permit the bondholders to declare an event of default and accelerate our indebtedness to them if our other recourse indebtedness in excess of specified thresholds is not paid at final maturity or if such indebtedness is accelerated.

The covenants described above could limit our flexibility and make it more difficult and/or expensive to refinance our existing indebtedness. In addition, a default by us on our indebtedness would have a material adverse effect on our business and the market price of our common stock.

As a REIT, we must distribute most of our net taxable income to our stockholders.

We must distribute annually at least 90% of our net taxable income, excluding net capital gains, to our stockholders to maintain our REIT qualification. For so long as we maintain our qualification as a REIT, our 2012 Credit Agreement and the 2015 Revolving Credit Agreement permit us to distribute 100% of our REIT taxable income on an annual basis (prior to deduction of certain cumulative net

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operating loss carryforwards in the case of our 2015 Revolving Credit Agreement). We have recorded net operating losses in recent years and may record net operating losses in the future, which may reduce our taxable income in future periods and lower or eliminate entirely our obligation to pay dividends for such periods in order to maintain our REIT qualification until the tax benefits of such net operating losses are exhausted.

The financial covenants in the indenture will not apply if the credit ratings of the Notes are upgraded to investment grade.

Our unsecured corporate credit ratings from major national credit rating agencies are currently below investment grade. Certain of the covenants in the indenture governing the Notes will not apply to us if the credit ratings of the Notes are upgraded by such agencies to investment grade. See "Description of the Notes Certain Covenants." The indenture will contain covenants that include a covenant to maintain a ratio of unencumbered assets to unsecured indebtedness of at least 1.2x and a restriction on debt incurrence based upon the effect of the debt incurrence on our fixed charge coverage ratio. Suspension of these covenants would allow us to engage in certain transactions that would not be permitted while these covenants were in force. To the extent the covenants are subsequently reinstated, any such actions taken while the covenants were suspended would not result in an event of default under the indenture. There can be no assurance that our unsecured corporate credit ratings will ever be rated investment grade again, or that if they are rated investment grade, that we will maintain these ratings.

There is no public market for the Notes.

Prior to this offering, there was no public market for the Notes and we cannot assure you that an active trading market will develop for the Notes or, if one does develop, that it will be maintained. If the Notes are traded after their initial issuance, they may trade at a discount from their initial offering price, depending upon prevailing interest rates, the market for similar securities, our performance and certain other factors. Historically, there has been substantial volatility in the prices of corporate debt securities, and the price of the Notes is likely to be affected by factors which affect the price of corporate debt securities generally. We do not intend to apply for listing of the Notes on any securities exchange or for inclusion of the Notes on any automated quotation system.

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RATIO OF EARNINGS TO FIXED CHARGES AND EARNINGS TO FIXED CHARGES AND PREFERRED DIVIDENDS

The following table sets forth our ratio of earnings to fixed charges and our ratio of earnings to fixed charges and preferred stock dividends for the periods indicated.

(in thousands, except ratios)

	For the Years Ended December 31,				
	2015	**2014**	**2013**	**2012**	**2011**
Ratio of earnings to fixed charges(1)(2)					
Ratio of earnings to fixed charges and preferred stock dividends(2)					

(1) The ratio of earnings to fixed charges is calculated in accordance with SEC Regulation S-K Item 503.

(2) For the years ended December 31, 2015, 2014, 2013, 2012 and 2011, earnings were not sufficient to cover fixed charges by $99,825, $89,948, $240,912, $305,450 and $65,842, respectively, and earnings were not sufficient to cover fixed charges and preferred dividends by $151,145, $141,268, $289,932, $347,770 and $108,162, respectively.

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USE OF PROCEEDS

The net proceeds from the sale of the Notes, after deducting underwriting discounts and commissions and fees and expenses related to the offering, are expected to be approximately $270.8 million. We will use the net proceeds from this offering to redeem and repay in full the approximately $265 million aggregate principal amount outstanding of our 3.875% Senior Notes due July 1, 2016, repay a portion of the indebtedness outstanding under the 2015 Revolving Credit Agreement and pay related expenses.

Certain of the underwriters and/or their affiliates may hold a portion of our 3.875% Senior Notes due July 1, 2016, and affiliates of certain of the underwriters are lenders under the 2015 Revolving Credit Agreement. Accordingly, such underwriters and/or their affiliates will receive a portion of the proceeds from this offering upon the redemption and repayment of our 3.875% Senior Notes due July 1, 2016 and the repayment of a portion of the indebtedness outstanding under the 2015 Revolving Credit Agreement. See "Underwriting."

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CAPITALIZATION

The following table sets forth our debt capitalization at December 31, 2015 on an actual basis and on an as adjusted basis giving effect to the issuance of the Notes in this offering, the application of the net proceeds as described under "Use of Proceeds" and the repayment on March 15, 2016 of the entire outstanding $261.4 million aggregate principal amount of our 5.875% Senior Notes due March 2016 with cash on hand. This table should be read in conjunction with our historical consolidated financial statements and the notes thereto incorporated by reference in this prospectus supplement.

	As of December 31, 2015	
	Actual	As Adjusted
	(in thousands)	
Secured credit facilities:		
2012 Credit Agreement due 2017	$ 339,717	$ 339,717
2015 Revolving Credit Agreement due 2018	250,000	247,500
Term loans:		
Term loans collateralized by net lease assets	239,547	239,547
Unsecured notes:		
5.875% Senior Notes due 2016(1)	261,403	
3.875% Senior Notes due 2016	265,000	
3.00% Convertible Senior Notes due 2016	200,000	200,000
1.50% Convertible Senior Notes due 2016	200,000	200,000
5.85% Senior Notes due 2017	99,722	99,722
9.00% Senior Notes due 2017	275,000	275,000
4.00% Senior Notes due 2017	550,000	550,000
7.125% Senior Notes due 2018	300,000	300,000
4.875% Senior Notes due 2018	300,000	300,000
5.00% Senior Notes due 2019	770,000	770,000
6.50% Senior Notes due 2021		275,000
Other debt obligations:		
Trust preferred securities	100,000	100,000
Total debt obligations	$ 4,150,389	$ 3,896,486

(1) The entire aggregate principal amount outstanding of the 5.875% Senior Notes due March 2016 were repaid with cash on hand on March 15, 2016.

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DESCRIPTION OF CERTAIN OTHER INDEBTEDNESS

2012 Credit Agreement

On March 19, 2012, we entered into the 2012 Credit Agreement with Barclays Bank PLC, as administrative agent, Bank of America, N.A., as syndication agent, JPMorgan Chase Bank, N.A., as documentation agent and Barclays Capital and Merrill Lynch, Pierce, Fenner & Smith Incorporated, as joint lead arrangers and, together with J.P. Morgan Securities LLC, as joint bookrunners.

The 2012 Credit Agreement originally provided for two tranches of term loans: a $410 million A-1 tranche due March 19, 2016, which tranche was repaid in August 2013, and a $470 million A-2 tranche due March 19, 2017. The A-2 tranche bears annual interest at LIBOR plus 5.75% or a base rate plus 4.75%. The A-2 Tranche was issued at 98.5% of par and is subject to a LIBOR floor of 1.25%. At December 31, 2015, $339.7 million was outstanding under the A-2 tranche.

Outstanding borrowings under the 2012 Credit Agreement are collateralized by a first lien on a fixed pool of assets that had a value of approximately $556.9 million as of December 31, 2015 based upon the valuation methodology applied under the 2012 Credit Agreement. Proceeds from principal repayments and sales of collateral are applied to repay outstanding borrowings. Proceeds received for interest, rent, lease payments and fee income are retained by us. Proceeds from principal repayments and collateral sales will be used to repay the A-2 Tranche. Outstanding borrowings under the 2012 Credit Agreement are not guaranteed by any of our subsidiaries, and no equity interests in our subsidiaries are pledged to the lenders under the 2012 Credit Agreement.

The 2012 Credit Agreement contains certain covenants, including covenants relating to collateral coverage, dividend payments, restrictions on fundamental changes, transactions with affiliates, matters relating to the liens granted to the lenders and the delivery of information to the lenders. In particular, the 2012 Credit Agreement requires us to maintain collateral coverage of 1.25x outstanding borrowings. In addition, for so long as we maintain our qualification as a REIT, the 2012 Credit Agreement permits us to distribute 100% of our REIT taxable income on an annual basis. We may not pay common dividends if we cease to qualify as a REIT. However, the 2012 Credit Agreement contains no corporate level financial covenants.

The 2012 Credit Agreement contains customary events of default, including payment defaults, failure to perform covenants, defaults under other recourse indebtedness above specified thresholds, change of control (subject to our right to repay outstanding borrowings at par), bankruptcy events and defaults under the collateral agreement. Some of the events of default are subject to cure periods.

2015 Revolving Credit Agreement

On March 27, 2015, we entered into the 2015 Revolving Credit Agreement with JPMorgan Chase Bank, N.A., as administrative agent, and J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Barclays Bank PLC, as joint lead arrangers and joint bookrunners.

The 2015 Revolving Credit Agreement is a secured revolving credit facility with a maximum capacity of $250 million. Borrowings under this credit facility bear interest at a floating rate indexed to one of several base rates plus a margin which adjusts upward or downward based upon our corporate credit rating. An undrawn credit facility commitment fee ranges from 0.375% to 0.50%, based on average utilization each quarter. Commitments mature in March 2018. At maturity, we may convert outstanding borrowings to a one year term loan which matures in quarterly installments through March 2019.

The 2015 Revolving Credit Agreement contains certain covenants, including covenants relating to collateral coverage, dividend payments, restrictions on fundamental changes, transactions with affiliates, matters relating to the liens granted to the lenders and the delivery of information to the lenders. In

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particular, the 2015 Revolving Credit Agreement requires us to maintain both collateral coverage of at least 1.5x outstanding borrowings and a consolidated ratio of cash flow to fixed charges of at least 1.5x. To satisfy this covenant, we have the option to pay down outstanding borrowings or substitute assets in the borrowing base. In addition, for so long as we maintain our qualification as a REIT, the 2015 Revolving Credit Agreement permits us to distribute 100% of our REIT taxable income on an annual basis (prior to deducting certain cumulative net operating loss carryforwards). We may not pay common dividends if we cease to qualify as a REIT.

The 2015 Revolving Credit Agreement contains customary events of default, including payment defaults, failure to perform covenants, defaults under other recourse indebtedness above specified thresholds, change of control (subject to our right to repay outstanding borrowings at par), bankruptcy events and defaults under the collateral agreement. Some of the events of default are subject to cure periods.

Unsecured Notes

As of December 31, 2015, we had approximately $3.2 billion aggregate principal amount of senior unsecured notes outstanding, comprised of 10 separate series of notes with maturity dates ranging from 2016 to 2019. In March 2016, we repaid the entire outstanding $261.4 million aggregate principal amount of our 5.875% Senior Notes due March 2016 with cash on hand. The outstanding senior unsecured notes are our unsecured senior obligations and rank equally with all of our other unsecured, unsubordinated indebtedness from time to time outstanding, including the Notes. Our outstanding senior unsecured notes are not guaranteed by any of our subsidiaries. The covenants contained in the indentures governing the outstanding unsecured senior notes are substantially similar to those that will be contained in the indenture governing the Notes, except that permitted indebtedness definitions reference different series and baskets and not all of our outstanding senior unsecured notes contain provisions enabling holders to require us to repurchase such Notes upon the occurrence of a change of control event (as is required under the Notes in certain circumstances).

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DESCRIPTION OF THE NOTES

The Company will issue the Notes under an indenture dated as of February 5, 2001 between itself and U.S. Bank National Association, as trustee, or the "Trustee," and a supplemental indenture with respect to the Notes between itself and the Trustee, to be dated as of March 29, 2016, the indenture, together with the supplemental indenture for the Notes, being the "Indenture." The following is a summary of the material provisions of the Indenture and the Notes. It does not include all of the provisions of the Indenture and the Notes. The following description of the particular terms of the Indenture and the Notes supplements the description in the accompanying prospectus of the general terms and provisions of our debt securities. To the extent that the following description of the Notes is inconsistent with the general description in the accompanying prospectus, the following description replaces and supersedes the description in the accompanying prospectus. We urge you to read the Indenture because it defines your rights. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended, or the "TIA." The Trustee will make a copy of the Indenture and the Notes available to you upon request. You can find definitions of certain capitalized terms used in this description under " Certain Definitions." For purposes of this section, references to the "Company," "we" or "our" include only iStar Inc. and not its subsidiaries.

General

The Notes are initially limited to an aggregate principal amount of $275.0 million. We may issue an unlimited principa