

COLLIERS INTERNATIONAL CA INC., a Delaware Corporation
101 Second Street, San Francisco CA 94105
Phone 415 788 3100
Return via email to Catherine Dombrowski at catherine.dombrowski@colliers.com

PRINCIPAL CONFIDENTIALITY AGREEMENT

Re: Sunnyvale Research Center
1050-1090 E. Arques Ave., Sunnyvale CA

Colliers International CA Inc, a Delaware Corporation (“**Broker**”) is acting as the broker in connection with a possible sale to you (the “**Proposed Transaction**”) of the property owned by iStar Sunnyvale Partners, L.P. To enable you to evaluate the Proposed Transaction, you have been and/or will be furnished with confidential information regarding the business, operations, property and/or tenants of iStar Sunnyvale Partners, L.P. and/or its subsidiaries or affiliates (collectively, “iStar”). This letter sets forth your agreement with iStar and Broker regarding the treatment of such confidential information for the purpose of preventing unauthorized disclosure of such information.

For purposes of this letter agreement, “**Confidential Information**” shall mean any information that is furnished by or on behalf of iStar to you relating to iStar's business, operations, property and/or tenants (whether furnished before or after the date hereof, whether oral or written, and regardless of the manner in which it is furnished), and any notes, analyses, studies or other documents prepared by you which contain or are based on such information furnished to you. However, the term “Confidential Information” does not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by you or your Representatives, or (b) was available to you or becomes available to you on a non-confidential basis from a person other than Broker or iStar who is not otherwise bound by a confidentiality agreement and is permitted to disclose such information to you.

You have agreed as follows:

1. You shall hold and maintain the Confidential Information in strictest confidence, shall not use the Confidential Information for any purpose other than in connection with your analysis and consideration of the Proposed Transaction, and shall not, without the prior written consent of iStar, communicate, disclose or otherwise make available all or any part of the Confidential Information to any third party other than your officers, employees, agents and other representatives who need access to the Confidential Information in connection with your analysis and consideration of the Proposed Transaction (“**your Representatives**”).
2. You will carefully restrict access to the Confidential Information by your Representatives, and will cause your Representatives (a) to observe the terms of this letter agreement, (b) not to use the Confidential Information for any purpose other than in connection with your evaluation of the Proposed Transaction or the consummation of the Proposed Transaction. You will be responsible for any breach of the terms of this letter agreement by you or your Representatives.
3. You will take all necessary action to protect the confidentiality of the Confidentiality Information in accordance with the terms of this letter agreement and will indemnify iStar against any and all loss, damage, claims or expenses (including reasonable attorneys' fees) which may be asserted or recovered against, or incurred by, iStar as a result of any breach by you of your obligations under this letter agreement.
4. You understand and acknowledge that any disclosure or misappropriation of any of the Confidential Information in violation of this letter agreement may cause iStar irreparable harm, the amount

of which may be difficult to ascertain. Accordingly, you agree that in addition all remedies otherwise available to iStar at law or in equity on account of your breach of this letter agreement, iStar shall, as a matter of right, be entitled to injunctive relief from any court of competent jurisdiction restraining any such disclosure or misappropriation.

5. At the request of Broker or iStar, you will return all Confidential Information, and all copies, reproductions, summaries, analyses or extracts thereof or based thereon or notes relating thereto in your possession or in the possession of any of your Representatives.

6. You represent to iStar and Broker that, except for Broker, there is no broker, finder, or intermediary of any kind with whom you have dealt in connection with the Proposed Transaction. You agree to indemnify, defend and hold harmless iStar and Broker against and from all claims, demand causes of action, judgments, and liabilities which may be asserted or recovered for fees, commissions, or other compensation claimed to be due to any party other than Broker with whom you may have dealt in connection with the Proposed Transaction, including costs and reasonable attorneys' fees incident thereof.

7. This letter agreement and your obligations hereunder shall be binding on you, your Representatives and your various officers, employees, agents, assigns and successors and shall inure to the benefit of the assigns and successors of iStar. Please confirm your agreement with the foregoing by signing and returning one copy of this letter agreement to the undersigned, whereupon this letter agreement shall become a binding agreement among you, Broker and iStar.

CONFIRMED AND AGREED TO:

By: _____

Name (print) _____

Title: _____