



CONFIDENTIALITY AGREEMENT

QUAIL CANYON TUCSON, ARIZONA

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") is made by _____
 ("Prospective Purchaser"), in favor of UIP Quail Canyon I LLC. (the "Owner"), and Cushman & Wakefield ("Broker").

PREAMBLE

Owner has determined to permit Prospective Purchaser to review and inspect certain proprietary information (the "Confidential Information") relating to an approximate 54.35-acre development site located at **SEC Oracle Road & Rudasill Road, Tucson, Arizona 85704**, known as **Quail Canyon** in order to determine if Prospective Purchaser wishes to present an offer for one or both of the Properties. In consideration of being granted the opportunity to review and inspect the Confidential Information, Prospective Purchaser hereby agrees, warrants and represents as follows:

AGREEMENT

1. Disclaimer.

It is understood that the Prospective Purchaser is receiving the Confidential Information only as an adjunct to its own due diligence investigation of the Properties and their operations, for which the Prospective Purchaser will be solely responsible. Accordingly, the Prospective Purchaser will, in determining whether to make any offers of purchase for either Property, make its own appraisal of, and investigation into, the financial and physical condition of the Properties, based upon such information and other criteria as the Prospective Purchaser deems relevant, without any reliance upon Owner or Broker. Owner and Broker make no representation or warranty that the Confidential Information is sufficient for the Prospective Purchaser to conduct an investigation and assessment of the Properties. The Prospective Purchaser agrees that Owner and Broker shall have no liability whatsoever to the Prospective Purchaser for furnishing the Confidential Information to the Prospective Purchaser.

2. Purpose.

The Prospective Purchaser agrees that the Confidential Information shall be used solely to determine interest in the purchase of the Properties and for no other purpose, including without limitation the solicitation of tenants currently located at either property for leasing, relocation, or any other purpose.

3. Non-Disclosure and Use.

(a) The Prospective Purchaser agrees that, except as set forth below, the Prospective Purchaser shall use all Confidential Information solely for the purpose stated in Section 2. The Prospective Purchaser further agrees not to disclose, permit the disclosure of, release, disseminate, or transfer, whether orally or by any other means, except for the purpose stated in Section 2, any of the Confidential Information without the prior written consent of Owner to any third party including (i) its employees, officers, directors, partners, managers, and members (including those of its affiliates), (ii) its agents and representatives, including attorneys, accountants and financial advisors, (iii) insurance and reinsurance firms, (iv) credit rating agencies, and (v) other prospective purchasers of the Properties.

(b) The term "Confidential Information" shall not include information which (a) is already known to the Prospective Purchaser from other sources not known by the Prospective Purchaser to be subject to any confidentiality obligations to Owner, (b) is or becomes generally available to the public other than as a result of a disclosure by the Prospective Purchaser or any of its representatives, or (c) is required to be disclosed by law or by regulatory or judicial process.

(c) In the event the Prospective Purchaser fails in any respect to comply with its obligations under this Agreement, the Prospective Purchaser shall be liable to Owner for breach of this Agreement. The foregoing shall be in addition to and shall not preclude the exercise of any other right, power or remedy available to Owner under law or in equity, including but not limited to Owner's entitlement to temporary and permanent injunctions by a court of competent jurisdiction against any breach or threatened breach of this Agreement. No forbearance failure or delay in exercising any such right, power, or remedy shall operate as a waiver thereof or preclude its further exercise.

4. PROSPECTIVE PURCHASER AGREES NOT TO CONTACT, SPEAK WITH, OR ENTER ANY AGREEMENTS WITH ANY OF THE EXSISTING TENANTS AT SCOTTSDALE CROSSING REGARDING THE PROPERTY, WITHOUT THE PRIOR WRITTEN AUTHORIZATION OF OWNER.

5. Prospective Purchaser acknowledges that the Properties may be offered for sale by Owner to any party, that Owner reserves the right to withdraw either Property from the market at any time with no notice, and to accept or reject any offers at Owner's sole discretion. This Agreement shall not provide Prospective Purchaser with any other rights with respect to the either Property, including, without limitation, a right of first refusal to purchase either Property or an option to purchase the either Property.

6. Prospective Purchaser acknowledges that it is a principal and not an agent of or acting on behalf of any other party. Prospective Purchaser acknowledges that it has not had any discussions regarding the Properties with any other broker or agent. Prospective Purchaser shall indemnify, defend and hold Owner and Broker harmless from and against any claims, causes of action or liabilities, including, without limitation, reasonable attorney's fees and court costs which may be incurred with respect to any claims for other real estate commissions, broker's fees or finder's fees in relation to or in connection with the Property to the extent claimed by, through or under Prospective Purchaser. Prospective Purchaser shall return to Cushman & Wakefield all Confidential Information within thirty (30) days if Prospective Purchaser elects not to submit an offer to purchase either Property. Prospective Purchaser acknowledges that Broker is acting as agent for the Owner only and not Prospective Purchaser. No commission, compensation, or brokerage fee shall be paid to the Prospective Purchaser or its agents, brokers, or representatives, by the Owner or Broker.

7. Termination.

The restriction, terms and conditions of this Agreement shall remain in full force for one year from the date of this Agreement.

8. Attorney's Fees.

If any legal action or other proceeding of any kind is brought for the enforcement of this Agreement or because of an alleged breach, default or any other dispute in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover all reasonable attorney's fees and other costs incurred in such action or proceedings, in addition to any relief to which it may be entitled.

9. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

[SIGNATURE PAGE FOLLOWS]

PURCHASER INFORMATION:

Name (please print)

Company

Address

City

State

Zip

Phone

Fax

E-mail Address

SIGNATURE

DATE

Please fill out the information above to receive a complete offering memorandum for the approximate 54.35-acre development site located at **SEC Oracle Road & Rudasill Road, Tucson, Arizona 85704, known as Quail Canyon**- and email this agreement back to:

Don Arones
don.arones@cushwake.com
PH: +1 602 224 4432

Will French
will.french@cushwake.com
PH: +1 602 224 4496