

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT

[Name]:

In connection with the consideration by _____ ("**Company**") of a potential business transaction ("**Transaction**") involving Inspire Communities, LLC ("**Inspire**"), Company has requested certain information concerning Inspire and the Transaction. As consideration for Inspire providing Company and its Representatives (as defined below) with this information, Inspire requires Company to agree to and comply with the terms of this letter agreement ("**Agreement**") regarding the protection of such information.

1. **Confidential Information.** "**Confidential Information**" includes but is not limited to all information (whether oral, written, electronic, or in any other form) concerning Inspire, its affiliates, or the Transaction, which Inspire, its representative or affiliates provides to Company, whether before or after the date of execution of this Agreement by Company (the "**Effective Date**"), and includes financials, analyses, notes, compilations, summaries, studies, or other documents, whether prepared by Company or others, which contain, reflect or are based upon Confidential Information. All Confidential Information provided about Inspire or the Transaction remains the property of Inspire. Nothing in this Agreement may be construed as granting any license or conveying any rights in or to the Confidential Information to Company.

Notwithstanding the foregoing, "Confidential Information" shall not, for the purposes of this Agreement, include any information which (a) at the time of disclosure or thereafter is or becomes available to and known by the public other than as a result of a disclosure by Company or any of its Representatives in breach of this Agreement, (b) was or becomes available to Company on a nonconfidential basis from a source other than Inspire, its representatives or affiliates provided that such source is not bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of secrecy to, Inspire or any of its affiliates, or (c) has been independently developed by Company without using Confidential Information or violating any obligations under this Agreement.

2. **Physical Inspections.** During the term of this Agreement Company is not allowed to visit or inspect properties involved in any proposed Transaction, or otherwise affiliated with or managed by Inspire (or its affiliates), without first obtaining written permission from Inspire. The dates and times of any property visits or inspections must be coordinated with Inspire, and a representative of Inspire must accompany Company. To further ensure the confidentiality of the exchange of information between Inspire and Company, Company is not allowed to communicate directly with property employees on property-related matters, or outside the presence of Inspire representatives.

3. **Use and Protection of Confidential Information.** Company agrees that it will use the Confidential Information solely for the purpose of evaluating the Transaction and not for any other purpose. Company will not share any Confidential Information with any person other than its officers, directors, representatives, employees or professional advisors who need to know the information for the purpose of evaluating the Transaction (collectively, "**Representatives**"), provided, however, that such Representatives are first informed of the confidential nature of the information. Company agrees (a) not to make any such disclosure or transmission of Confidential Information unless each Representative has agreed to act in accordance with this Agreement, and (b) that, in any event, it is responsible for all actions of its Representatives which are not in accordance with this Agreement. Subject to Paragraph 5 below, the Confidential Information will be kept confidential by Company and all of its Representatives and will not be, without the prior written consent of Inspire, disclosed, in whole or in part, to any third party.

Company further agrees that it will not, and that its Representatives will not, without the prior written consent of Inspire, disclose to any person or entity (i) the fact that discussions or negotiations are taking place concerning a possible Transaction, (ii) any of the terms, conditions or other facts with respect to such Transaction, including the status, or (iii) the existence of this Agreement, its terms, or that Confidential Information has been made available pursuant to this Agreement.

Company hereby acknowledges that it is familiar with its responsibilities under federal securities laws relating to restrictions on trading in securities of an issuer while in possession of material, non-public information, and restrictions on sharing such information with other persons who may engage in such trading; and that Company will not violate those restrictions, and will use its reasonable best efforts to prevent any of its Representatives who receive any information which is the subject of this Agreement from violating those restrictions.

4. **Destruction of Confidential Information.** Company shall, and shall cause each of its Representatives to, destroy, upon Inspire's request, all copies of the Confidential Information provided to Company and its Representatives, without retaining any copies, except as required to be maintained by law. Further, Company and its Representatives will destroy any analyses, compilations, studies, summaries, or other documents prepared by or for Company or its Representatives' internal use which include, utilize or reflect the Confidential Information. Destruction shall be confirmed in writing by one of Company's authorized officers. Any retained information is subject to the confidentiality obligations contained in this Agreement and survives the termination of this Agreement.

5. **Limitations on Protection of Confidential Information.** In the event that Company or Representatives are requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose (a) any Confidential Information, (b) any information relating to the opinion, judgment or recommendation of any such person concerning Inspire, its principals, affiliates or subsidiaries, or (c) any other information supplied to Company in the course of its dealings with Inspire, Company shall notify Inspire, as promptly as practicable, of such request or requirement so that Inspire may, at its expense, seek an appropriate protective order or waive compliance with the provisions of this Agreement, and/or take any other mutually agreed action. Company shall cooperate with Inspire in any actions it may choose to take in seeking to prevent or limit disclosure. If, in the absence of a protective order or the receipt of a waiver hereunder, Company or any of its Representatives are compelled or required by law or the order of any governmental, regulatory or self-regulatory body to disclose information, Company and its Representative may disclose only that portion of the requested information which Company is advised by counsel is legally required to be disclosed, and Company will exercise its reasonable best efforts to obtain reliable assurance that confidential treatment will be accorded the information.

6. **Accuracy of Confidential Information.** Company acknowledges that Inspire makes no express or implied representation or warranty as to the accuracy or completeness of the Confidential Information. Further, Company agrees that Inspire shall not have any liability to Company or any of its Representatives based on the Confidential Information, errors therein or omissions therefrom. Company agrees that it is not entitled to rely on the accuracy or completeness of the Confidential Information.

7. **Non-Solicitation.** Company agrees that it will not solicit any employee of Inspire (or its affiliates) that Company or its Representatives has contact with during its evaluation of the Transaction for a period of 18 months from the Effective Date. Company is not precluded from hiring any employee of Inspire (or its affiliates) who (a) has been terminated by Inspire/its affiliates prior to beginning employment discussions with Company, or (b) responds to public job posting by Company not directed to, or targeted at, employees of Inspire (or its affiliates).

8. **Remedies.** Company agrees that money damages may not be a sufficient remedy for any breach of this Agreement by Company or any of its Representatives, and that, in addition to all other remedies, Inspire shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach. Company agrees not to raise as a defense or objection to the request or granting of such relief that any breach of this Agreement is or would be compensable by an award of money damages, and Company further agrees to waive and to use its reasonable efforts to cause all of its Representatives to waive, any requirement for the securing or posting of any bond in connection with any such remedy

9. **Waiver.** Company acknowledges and agrees that any failure or delay by Inspire in exercising any right, power or privilege provided in this Agreement does not operate as a waiver of such right, power or privilege, whether now or in the future. And the agreements set forth herein may only be waived or modified by an agreement in writing signed by the parties.

10. **Severability.** If any provision of this Agreement is held invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions shall be fully enforced.

11. **Supersedes Prior Agreements.** Each of the parties agrees that this written Agreement supersedes all prior discussions and agreements, whether oral or written, relating the subject matter of this document

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona without giving effect to choice of law principles.

13. **Term.** Except as otherwise provided, this Agreement terminates two (2) years after the Effective Date.

14. **Counterparts.** This Agreement may be executed electronically and in any number of counterparts, each of which shall be deemed an original.

[signature page follows]

INSPIRE COMMUNITIES, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

AGREED and ACCEPTED:

Company Name: _____

By: _____

Print Name: _____

Title: _____

Date Signed: _____