

## CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Confidentiality and Non-Disclosure Agreement (this “Agreement”), is entered into between \_\_\_\_\_ (“RECIPIENT”) and SFR Realty, LLC, a Delaware limited liability company, and Miracle, LLC through Jason Daniel Green., an individual (collectively referred to herein as “Broker”) (each a “Party” and together the “Parties”).

Whereas, Recipient wishes to receive information from Broker for the sole purpose of determining whether or not to purchase the properties and/or business owned by Broker’s client, The Car Wash of Port Townsend, further described as a single car wash location (the “Purpose”).

Whereas, in connection with the Purpose, Broker is furnishing to RECIPIENT certain non-public, confidential, and proprietary information belonging to Broker’s client (the “Information”). All such information furnished by Broker to RECIPIENT or RECIPIENT’S officers, directors, employees, agents, or representatives (collectively “Representatives”) is referred to in this Agreement as the “Information”.

Whereas, RECIPIENT acknowledges and agrees: that the Information has independent economic value, actual or potential, from not being generally known to the public or to other persons who can obtain economic value from its disclosure or use; the Information is the subject of efforts that are reasonable under the circumstances to maintain its secrecy; and that the Broker and Broker’s client(s).

In consideration of the entry into or continuation of the Parties’ business relationship, the covenants contained in this Agreement, as a condition of Broker furnishing any Information to RECIPIENT, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, RECIPIENT agrees as follows:

1. Confidentiality and Non-Use Commitments. RECIPIENT understands and agrees that all Information furnished to RECIPIENT or RECIPIENT’S Representatives shall be held in strict confidence and shall not be used for anything outside the limited Purpose of this Agreement.
2. Nondisclosure of Information. The Information will be kept confidential by RECIPIENT, and will not, without the prior written consent of Broker, be disclosed by RECIPIENT in any manner whatsoever, in whole or in part, and will not be used by RECIPIENT, directly or indirectly, for any purpose other than for the Purpose; provided, however, that (i) RECIPIENT may transmit the Information to its Representatives with a need to know the Information strictly in connection with the Purpose, and who are informed by RECIPIENT of the confidential nature of the Information, and (ii) RECIPIENT may disclose Information, in accordance with paragraph 4 below, to the extent that any such Information is legally required to be disclosed. RECIPIENT understands and agrees that this paragraph prohibits the disclosure of Information to any non-essential advisors or other third parties without a direct and legitimate need to know such Information to effectuate the Purpose of this Agreement, absent written authorization from Broker.
3. Exceptions. This Agreement shall not apply to any Information which: (a) is or becomes generally available to the public other than as a result of a disclosure by RECIPIENT or its

Representatives; (b) became or becomes available to RECIPIENT or its Representatives on a non-confidential basis from a source other than Broker; or (c) is independently ascertained by RECIPIENT or its Representatives.

4. Return of Information. At Broker's request, RECIPIENT shall promptly return all Information furnished to RECIPIENT and its Representatives, and/or, at Broker's election, destroy such Information (such destruction to be certified in writing to Broker by an authorized officer supervising such destruction).

5. Notice of Disclosure. If RECIPIENT becomes legally compelled to disclose any of the Information, RECIPIENT will provide Broker with prompt written notice so that Broker and/or Broker's client may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If such protective order or remedy is not obtained, or Broker waives compliance with the provisions of this Agreement, RECIPIENT shall cooperate with Broker in any attempt by Broker to obtain assurance that confidential treatment will be accorded the Information so furnished.

6. Requirement to be Bound; Reasonableness. RECIPIENT acknowledges, understands and agrees that the obligations under this Agreement, specifically pertaining to confidentiality, non-use, and non-disclosure, are fair, reasonable and necessary to protect the legitimate business interest of Broker and Broker's client, do not place an undue burden upon RECIPIENT or RECIPIENT's Representatives, and RECIPIENT's agreement to be bound by such obligations are an essential requirement and prerequisite before Broker discloses any Information for the Purpose of this Agreement.

7. Governing Law. This Agreement and all performance hereunder shall be construed and governed by the laws of the State of Washington, without regard to conflicts of laws principles. RECIPIENT hereby consents to personal jurisdiction within the State of Washington.

8. Remedies; Injunctive Relief; Attorney Fees. If RECIPIENT or any of RECIPIENT'S Representatives breaches or threatens to breach any provisions of this Agreement, Broker will have the right and remedy, in addition to any other rights and remedies it may have under law or in equity, to have its rights under this Agreement specifically enforced by any court having equity jurisdiction, all without the need to post a bond or any other security or to prove any amount of actual damage or that money damages would not provide an adequate remedy, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to Broker and Broker's client and that monetary damages will not provide an adequate remedy. Each party hereto hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the courts of the State of Washington and of the United States of America located in the City of Spokane for any actions, suits or proceedings arising out of or relating to this Agreement. RECIPIENT agrees that, upon any breach or threatened breach of the confidentiality, non-use, and non-disclosures provisions of this Agreement, Broker shall be entitled to a temporary restraining order, preliminary injunction, permanent injunction, or any other injunctive relief, without posting any bond or other security, requiring RECIPIENT or any Representatives to comply with any or all such provisions. In the event it becomes necessary for Broker to file suit or take other action to enforce the terms of this Agreement, or any provision contained herein,

Broker shall be entitled to recover from RECIPIENT, in addition to all other remedies or damages provided by applicable law, Broker's reasonable attorney's fees and expenses incurred.

9. Waiver. It is understood and agreed that no failure or delay by Broker in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise of any right, power, or privilege hereunder.

10. Notice. Any notice required or permitted to be given under this Agreement shall be in writing, by hand-delivery, commercial overnight courier or certified or registered U.S. Mail, postage prepaid and return receipt requested, to the address stated below for Broker and shall be deemed duly given upon receipt.

MIRACLE, LLC/SFR Realty, LLC  
1033 Demonbreun St. Ste. 300  
Nashville, TN 37203

11. Successors And Assigns. This Agreement is binding upon RECIPIENT, its Representatives, and affiliates, successors, and assigns and will inure to the benefit of Broker and its affiliates, successors, and assigns.

12. Counterparts; Representations. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same agreement.

13. Representations and Warranties. Each of the individuals signing below warrants that he or she has been duly authorized to execute this Agreement on behalf of RECIPIENT or Broker, as the case may be.

[SIGNATURES ON THE FOLLOWING PAGE]

**IN WITNESS WHEREOF**, and intending to be legally bound, the Parties have executed this Agreement as of the last date indicated below (the “Effective Date”).

**MIRACLE, LLC**

**RECIPIENT**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_