

## **Confidentiality Agreement**

This Confidentiality Agreement made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025, by the undersigned in order to induce The Local Pumpkin and John and Cathy Franklin, Owner of the below described property, and \_\_\_\_\_ of the below described property, herein called "Buyer", to share with the undersigned Confidential Information concerning certain real estate located at 6109 W Richardson Rd., Pasco WA, and to be known as "the Business".

Witnesseth:

For and in consideration of the foregoing, and in order to induce Owner/ and Buyer to share Confidential Information (i.e., information concerning the rental agreement, operating cost history, financial information, business asset list and descriptive information) concerning the business with the undersigned, the undersigned hereby stipulates, covenants and agrees as follows for the benefits of Owner and Buyer together and individually:

- 1)** Except as otherwise set forth herein, the undersigned will not disclose or distribute either orally or in writing, any of the contents of the Confidential Information to any person. The undersigned confirmed that all Confidential Information received would be held in strict confidence as required by this Agreement.
- 2)** Undersigned may disclose Confidential Information to any one or more of its representatives (i) who need to know for purposes of making an offer for the business (ii) who are informed by the undersigned of the confidential nature of the information, and (iii) who agree to act in accordance with the terms of this Agreement. The words "representatives" shall mean directors, officers, employees, principals, accountants and attorneys.
- 3)** The undersigned will not disclose to any person, either the fact that negotiations are taking place concerning a possible sale of the business, or any of the terms, conditions or any other facts with respect to any such possible sale, including without limitation, the status thereof. The term "person" as used herein shall be interpreted broadly and shall include, without limitation, any corporation, company partnership, limited liability company, entity or individual.
- 4)** The undersigned agrees that the undersigned will not contact any employees of the business or the Owner's staff in connection with the review of the Confidential Information.
- 5)** The undersigned will promptly, upon request, return to Owner or Buyer all Confidential Information furnished to the undersigned, whether furnished before or after date hereof, without retaining copies thereof. Further, the undersigned will not incorporate any information contained in the Confidential Information into any database or retrieval system, whether electronic, mechanical or otherwise.
- 6)** The undersigned acknowledges that neither Owner or Buyer, nor any other person acting on Owner's behalf, has made any representation or warranty as to the accuracy or completeness of the Confidential Information, or the suitability of the information contained therein for any purpose whatsoever, and any

representation or warranty in connection therewith is hereby expressly excluded. The Confidential Information provided to the undersigned is subject to, among other things, correction of errors and admissions, additions or deletions of terms, and withdrawal upon notice. The undersigned agrees that neither Owner, nor any person acting on Owner's behalf, shall have any liability to the undersigned resulting from the delivery to, or use by the undersigned of the Confidential Information or otherwise with respect thereto.

**7)** The Offering Memorandum is a solicitation of interest only and is not an offer to sell the business. The Owner and Buyer expressly reserve the right, at their sole discretion, to reject any or all expressions of interest of offers to purchase the business and expressly reserve the right, at their sole discretion, to terminate discussions with any entity at any time with or without notice. The Owner shall have no legal commitment or obligations to any entity until Owner approves such an offer for the business and the signature of Owner is affixed to a Purchase Agreement mutually acceptable to Purchaser and Seller.

**8)** The undersigned agrees to defend, indemnify and hold Owner and Buyer and all entities comprising Owner, and any person acting on Owner's behalf, harmless from and against all loss, damage, or expense sustained or incurred by reason of any unauthorized distribution or disclosure of the Confidential Information by the undersigned.

**9)** This Agreement shall be governed and construed in accordance with the laws of the State in which the business is located.

**10)** This Agreement shall be binding upon the undersigned, its affiliates and their respective successors, assigns, heirs and personal representatives of the undersigned and shall inure to the benefit of all persons and entities comprising Owner, their successors or assigns.

In witness whereof, the undersigned has executed this Confidentiality Agreement as of the date and year first above written.

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The Local Pumpkin and John and Cathy Franklin, Owner

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Agent, Shannon Jones, representing Berkshire Hathaway HomeServices CWRE