

**EXHIBIT A**  
**NON DISCLOSURE AGREEMENT**

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## CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement"), dated as of \_\_\_\_\_, 2019 (the "Effective Date"), is between Hanson Aggregates Pacific Southwest, Inc., a Delaware corporation ("Hanson"), and \_\_\_\_\_, a \_\_\_\_\_ ("Potential Licensee," each a "party" and, collectively, the "parties").

1. Purpose and Use. In connection with the potential license of Hanson's real property located at \_\_\_\_\_, California (the "Purpose"), Hanson may disclose Confidential Information (as defined below) to Potential Licensee. Potential Licensee shall use the Confidential Information solely for the Purpose and, subject to Section 4, shall not disclose such Confidential Information other than to its affiliates and its or their employees, officers, directors, shareholders, partners, agents, independent contractors, service providers, attorneys, accountants and financial advisors (collectively, "Representatives"), who: (i) need access to such Confidential Information for the Purpose; (ii) are informed of its confidential nature; and (iii) are bound by confidentiality obligations no less protective of the Confidential Information than the terms contained herein. Potential Licensee shall safeguard the Confidential Information from unauthorized use, access or disclosure using no less than a commercially reasonable degree of care. Potential Licensee will be responsible for any breach of this Agreement caused by its Representatives.

2. Confidential Information. "Confidential Information" means all non-public proprietary or confidential information of Hanson related to the Purpose in oral, visual, written, electronic or other tangible or intangible form, whether or not marked or designated as "confidential," and all notes, analyses, summaries and other materials prepared by Potential Licensee or any of its Representatives that contain, are based on or otherwise reflect, to any degree, any of the foregoing ("Notes"); provided, however, that Confidential Information does not include any information that:

(a) \_\_\_\_\_ is or becomes generally available to the public other than as a result of Potential Licensee's or its Representatives' material breach of this Agreement;

(b) \_\_\_\_\_ is obtained by Potential Licensee or its Representatives on a non-confidential basis from a third-party that, to Potential Licensee's knowledge, was not legally or contractually restricted from disclosing such information;

(c) \_\_\_\_\_ was in Potential Licensee's or its Representatives' possession prior to Hanson's disclosure hereunder; or

(d) \_\_\_\_\_ was or is independently developed by Potential Licensee or its Representatives without using any Confidential Information.

Confidential Information also includes:

(e) \_\_\_\_\_ the facts that the parties are in discussions regarding the Purpose and that Confidential Information has been disclosed; and

(f) \_\_\_\_\_ any terms, conditions or arrangements discussed.

Specific information shall not be deemed to be within the exceptions of paragraphs (a)–(d) merely because it is embraced by more general information within such exceptions, nor shall a combination of features be deemed to be within such exceptions merely because the individual features are within such exceptions.

3. Further Definition. Without limitation to the definition contained in Section 2, Confidential Information includes:

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(a) all information concerning Hanson's and its affiliates', and their customers', suppliers' and other third parties' past, present and future business affairs including, without limitation, finances, customer information, supplier information, products, services, organizational structure and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, development, sales and other commercial strategies;

(b) Hanson's unpatented inventions, ideas, methods and discoveries, trade secrets, know-how, unpublished patent applications and other confidential intellectual property;

(c) all designs, specifications, documentation, components, source code, object code, images, icons, audiovisual components and objects, schematics, drawings, protocols, processes, and other visual depictions, in whole or in part, of any of the foregoing; and

(d) any third-party confidential information included with, or incorporated in, any information provided by Hanson to Potential Licensee or its Representatives.

4. Disclosure Required by Law. If Potential Licensee or any of its Representatives is required by applicable law or a valid legal order to disclose any Confidential Information, Potential Licensee shall promptly notify Hanson of such requirements so that Hanson may seek, at Hanson's expense, a protective order or other remedy, and Potential Licensee shall reasonably assist Hanson therewith. If Potential Licensee remains legally compelled to make such disclosure, it shall: (i) only disclose that portion of the Confidential Information that it is required to disclose; and (ii) use reasonable efforts to ensure that such Confidential Information is afforded confidential treatment.

5. Return/Destruction. On Hanson's request, Potential Licensee shall, at Hanson's discretion, promptly return to Hanson or destroy all Confidential Information in its or its Representatives' possession other than Notes, and destroy all Notes, and, at Hanson's written request, certify in writing the destruction thereof; provided, however, that Potential Licensee may retain copies of Confidential Information that are stored on Potential Licensee's information technology backup and disaster recovery systems until the ordinary course deletion thereof. Potential Licensee shall continue to be bound by the terms and conditions of this Agreement with respect to such retained Confidential Information.

6. No Obligation to Disclose. This Agreement imposes no obligation on the Hanson to disclose any Confidential Information or to negotiate for, enter into or otherwise pursue the Purpose. Hanson makes no representation or warranty, expressed or implied, as to the accuracy or completeness of the Confidential Information, and will have no liability to Potential Licensee or any other person relating to Potential Licensee's use of any of the Confidential Information or any errors therein or omissions therefrom.

7. Title. Hanson retains its entire right, title and interest in and to all Confidential Information, and no disclosure of Confidential Information hereunder will be construed as a license, assignment or other transfer of any such right, title and interest to Potential Licensee or any other person.

8. Term. The rights and obligations of the parties under this Agreement expire two (2) years after the Effective Date; provided that with respect to Confidential Information that constitutes a trade secret under the laws of any jurisdiction, such rights and obligations will survive such expiration until, if ever, such Confidential Information loses its trade secret protection other than due to an act or omission of Potential Licensee or its Representatives.

9. Equitable Relief. Potential Licensee acknowledges and agrees that any breach of this Agreement will cause injury to Hanson for which money damages would be an inadequate remedy and that, in addition to remedies at law, Hanson is entitled to equitable relief as a remedy for any such breach.

10. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of California, excluding that state's choice-of-law principles, and all claims relating to or arising out of this contract, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of California, excluding that state's choice-of-law principles. Any legal suit, action or proceeding relating to this Agreement

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must be instituted in the federal or state courts located in California. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

11. Notices. All notices must be in writing and addressed to the relevant party at its address set forth below (or to such other address such party specifies in accordance with this Section 11). All notices must be personally delivered or sent prepaid by nationally recognized courier or certified or registered mail, return receipt requested, and are effective upon actual receipt.

12. Attorneys' Fees. In the event that legal action is instituted between the parties to enforce this Agreement, the prevailing party shall be entitled to recover from the losing party all costs and expenses of litigation, including without limitation, reasonable attorneys' fees and costs.

13. Entire Agreement/Amendment. This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, whether written or oral, with respect to such subject matter. This Agreement may only be amended, modified, waived or supplemented by an agreement in writing signed by both parties.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which will constitute an original, but all of which together shall be one and the same document. Facsimile signatures and electronically scanned signatures attached to a transmitted email shall be sufficient as an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

<b>HANSON AGGREGATES PACIFIC SOUTHWEST, INC.</b>	COMPANY NAME: _____
By: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____

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