

MUTUAL NONDISCLOSURE AGREEMENT

THIS AGREEMENT is made on November 26, 2018 by L&P Logistics, Inc/James Lawrence (JL) and the Seven County Infrastructure Coalition (Coalition), an independent Utah politic subdivision and body politic and corporate.

1. **Purpose.** JL and the Coalition wish to consider a possible business transaction (the "Transaction") in connection with which each may disclose its Confidential Information to the other.

2. **Definition.** "Confidential Information" means any information, technical data, source code, or know-how, including, but not limited to, that which relates to research, products, services, customers, markets, software, developments, inventions, processes, specification, designs, drawings, diagrams, engineering, documentation, procedures, employees and business, financial, marketing and pricing plans and strategies, which Confidential Information is designated in writing to be confidential or proprietary, or, if given orally, is confirmed promptly in writing as having been disclosed as confidential or proprietary within thirty (30) days of disclosure. Confidential Information does not include information, technical data or know-how which (i) is rightfully in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records or other competent evidence immediately prior to the time of disclosure; or (ii) prior to or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party in violation of such party's obligations under this Agreement, (iii) is approved in writing for release by the disclosing party, or (iv) is at any time disclosed to the receiving party by a third party or parties without violation of any obligation of confidentiality on the third party, or (v) independently developed by the receiving party without breach of this agreement.

3. **Non-Disclosure of Confidential Information.** JL and the Coalition agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out discussions concerning and the undertaking of the Transaction. Neither party will disclose the Confidential Information of the other to third parties or to the first party's employees except employees who have a need to know in order to consider and carry out the Transaction or disclosed when working with attorneys, accountants, consultants, advisors, auditors, banks or major lending institutions having a similar duty of confidentiality. Each party has had or will have employees to whom Confidential Information of the other party is disclosed, and each party will take appropriate action by instruction or agreement with its employees and other persons permitted access to the confidential information to satisfy its obligations with respect to the use and protection of confidential information. Each party agrees that it will take all reasonable steps to protect the secrecy of and avoid disclosure or use of Confidential Information of the other in order to prevent it from falling into the public domain or the possession of unauthorized persons. Each party agrees to notify the other party in writing of any misuse or misappropriation of the Confidential Information of such other party, which may come to the first party's attention. . JL acknowledges that the Coalition is a political subdivision and public body of the State of Utah and is subject to the requirements of the Utah Government Records Access Management Act, Title 63G, Chapter 2 of the Utah Code ("GRAMA"). JL hereby claims business confidentially under Section 305 subsections (1) and (2) of Title 63G, Chapter 2 of the Utah Code as the Confidential Information it may disclose subject to this Agreement includes trade secrets and confidential commercial information the disclosure of which could reasonable be expected to result in harm or injury to the competitive interests of JL

and would prevent it from further disclosing information to the Coalition. JL has a greater interest in prohibiting access to the Confidential Information than the public has in such information. In addition, the Coalition claims that its Confidential Information is protected under GRAMA, in particular Section 305 subsection (3) in that it contains commercial and/or financial information acquired or prepared by the Coalition that would likely lead to speculation in securities or commodities that will interfere in a planned transaction by the Coalition, or cause harm to the Coalition or the economy of the State of Utah. Consistent with the foregoing, the Confidential Information of both the Disclosing Parties and the Recipients shall be classified by the Coalition as protected under GRAMA.

4. **Return of Materials.** Upon request any materials or documents which have been furnished by one party to the other will be promptly returned, accompanied by all copies of such materials or documents, after the Transaction has been rejected or concluded.

5. **Patent or Copyright Infringement.** Nothing in this Agreement is intended to grant any rights under any patent or copyright of either party, nor shall this agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of determining whether to enter into the Transaction.

6. **Term.** This Agreement shall terminate two (2) years following the date of this Agreement, unless superseded by a new agreement between the parties relating to the Transaction. Notwithstanding the foregoing, each party's duty to protect confidential information disclosed to the other shall expire three (3) years from the date of receipt of confidential information.

7. **No Publicity.** JL and the Coalition each hereby agree not to publicize, and to treat as confidential, the fact and nature of the business relationship between the parties without the express written consent of the other party, which consent will not be unreasonably withheld, except as required by law or to third parties who agree in writing not to disclose such information to others.

8. **Miscellaneous.** This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information may not be assigned without consent of the disclosing party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof.

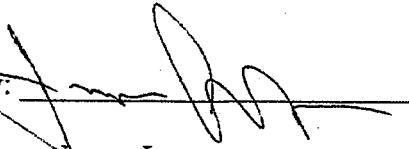
9. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed under the laws of the state of Utah.

10. **Remedies.** Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages would be inadequate to compensate the other party for any breach of any covenant or agreement set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the other party shall be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

IN WITNESS WHEREOF, the parties intending to be legally bound one to the other have executed this Agreement as of the day and year first above written.

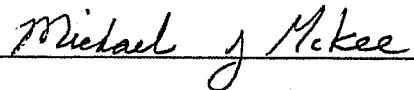
James Lawrence
L&P Logistics, INC

Michael J. McKee
Seven County Infrastructure
Coalition

By: 

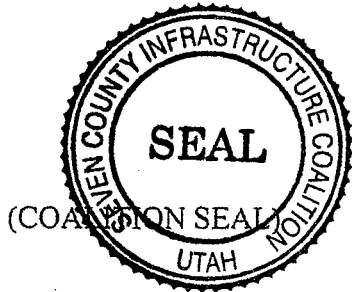
Name: James Lawrence

Title: President & CEO

By: 

Name: Michael J. McKee

Title: Executive Director



Date: Nov. 26, 2018

ATTEST


Eric Johnson

Date: Nov. 26, 2018