



OPERATED HEAVY EQUIPMENT RENTAL

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NON-COMPETE AGREEMENT

Operator Name: _____

Operator desires to give and Lourenco Backhoe, Inc. desires to receive from Operator a covenant not to engage, either directly or indirectly, in competition with Lourenco Backhoe, Inc. on accounts for which Operator has had contact with through Lourenco Backhoe, or to knowingly solicit any customer, client, or account of Lourenco Backhoe, Inc. Lourenco Backhoe and Operator desire to set forth in writing the terms and conditions of their agreements and understandings.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, hereby agree as follows:

1. Covenants Against Competition

Operator acknowledges that the services to be rendered to Lourenco Backhoe, Inc. have a significant and material value to Lourenco Backhoe, Inc. the loss of which cannot adequately be compensated by damages alone. In view of the significant and material value to Lourenco Backhoe, Inc. of the services of Operator for which Lourenco Backhoe has given to Operator; and the confidential information obtained by or disclosed to Operator; and as a material inducement to Lourenco Backhoe, Inc. to Operator and to pay to Operator compensation for such services to be rendered for Lourenco Backhoe, Inc. by Operator (it being understood and agreed by the parties hereto that such non-competition shall also be paid for and received in consideration hereof), Operator covenants and agrees as follows:

- A. During Operator’s employment by Lourenco Backhoe, Inc. and for a period of two (2) years after Operator ceases to be employed or brokered by Lourenco Backhoe, Inc. Operator shall not solicit business or sales from, or attempt to convert to other sellers or providers of the same or similar services as provided by Lourenco Backhoe, Inc. any customer, client or account of Lourenco Backhoe, Inc. with which Operator has had any contact during the term of employment.
- B. During employment, and thereafter two (2) years, Operator shall not disclose to anyone any Confidential Information. For the purposes of this Agreement, “Confidential Information” shall include any of Lourenco Backhoe, Inc’s confidential, proprietary or trade secret information that is disclosed to Operator or Operator otherwise learned in the course of employment such as, but not limited to, business plans, customer lists, financial statements and service descriptions.

In the event that, notwithstanding the foregoing, any part of the covenants set forth within this document hereof shall be held to be invalid or unenforceable, the remaining parts thereof shall nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included therein.

IN WITNESS WHEREOF, Lourenco Backhoe and Operator have duly executed this Agreement as of the day and year first above written.

Signature

LB, Inc. Signature

Print Name and Title

Print Name and Title

Date

Date