

**CONFIDENTIALITY, NON-COMPETITION AND  
NON-SOLICITATION AGREEMENT**

THIS AGREEMENT is made as of this \_\_\_\_\_ by and between LE Aviation Inc dba Leading Edge Aviation (the “**Company**”), and \_\_\_\_\_ (“**Employee**”).

WHEREAS, the Company is a full-service FBO presently headquartered at the South Valley Regional Airport, Salt Lake County, Utah, providing aviation services including maintenance, fuel, aircraft sales, flight instruction, and aircraft rentals/sales.

WHEREAS, the Company has expanded its services to provide aviation services including maintenance, fuel, flight instruction, and aircraft rentals/sales at other airport locations in Cache County, Utah, and plans to further expand its operations to other geographical locations in the foreseeable future (collectively with Salt Lake County, Cache County and such other counties to which Company expands operations while this Agreement is in force, “**Non-Competition Areas**”).

WHEREAS, Employee has been employed by the Company to perform services for the Company in support of its FBO operations;

WHEREAS, Employee recognizes that in furtherance of that employment relationship, the Company will expend monies and other resources to train and/or enable Employee to perform services for the Company, and/or allow Employee access to, and use of, confidential methods, procedures, data, contacts, and other information developed by the Company at significant time and expense;

WHEREAS, in exchange for having entered into the employment relationship, Employee is willing to preserve the confidential nature of the Company’s future business plans, methods, procedures, data, contacts, and other information, and not engage in activities which could harm the Company’s economic interests, per the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Company and Employee agree as follows:

1. Confidentiality Agreement.

1.1. For purposes of this Agreement, “**Confidential Information**” includes, but is not limited to, information relating to the business of the Company, written procedures, trade secrets, reports, recommendations, plans, proposals, financial information, customer, client, and/or vendor contacts, lists and information, pricing information, and all methods, concepts, and ideas reasonably related to FBO operations of the Company. Confidential Information shall also include information which, though not specifically disclosed to Employee by the Company, is

made available to Employee through Employee's access to or inspection of the Company's facilities.

1.2. Employee shall not directly or indirectly use, disclose to any third person, or authorize any use or disclosure to any third person of Confidential Information except as reasonably necessary in the performance of Employee's duties for and on behalf of the Company, or as expressly permitted in writing by the Chief Executive Officer of the Company.

1.3. All documents or other media containing Confidential Information and all reproductions thereof (whether delivered to Employee by the Company, reproduced by Employee, or generated by Employee) shall at all times be and remain the sole and exclusive property of the Company, and shall be delivered by Employee to an authorized representative of the Company at the earlier of (i) the Company's written request for such return; or (ii) the termination of any employment or other economic relationship between the parties.

## 2. Non-Competition/Non-Solicitation Agreement.

2.1 Employee hereby agrees that for the period of Employee's employment with the Company and for a period of one (1) year after termination of employment for any reason, neither Employee nor any affiliate of Employee will, directly or indirectly, individually or in concert with others, as promoter, shareholder, officer, director, employee, assistant, agent, representative, independent contractor or otherwise:

(a) Engage in providing FBO services at any airport within the Non-Competition Areas;

(b) Induce or attempt to induce any customer, client, or supplier of the Company and any of its affiliates or subsidiaries to reduce the level of business with, or to cease or refrain from doing business with, the Company or any of its affiliates or subsidiaries within the Non-Competition Areas, or to in any way materially interfere with the relationships between the Company or its subsidiaries and any such customer or supplier within the Non-Competition Areas; or

(c) Enter into an employment relationship with any customer, client, or supplier of the Company.

2.2. Employee recognizes that the Company's Employees are a valuable resource of the Company. Accordingly, Employee agrees that he/she will not, for a period of one (1) year following the date of expiration or termination of his/her employment with the Company (whether voluntary or involuntary), either alone or in conjunction with any other person, directly or indirectly, go into business with any Company Employee or solicit, induce, or recruit any Company Employee to leave the employ of, or otherwise terminate his or her employment with, the Company. For the purposes of this Agreement:

(a) "**Company Employee**" means (i) any employee that has an economic relationship with the Company, or (ii) any former employee of the Company whose employment with the Company ceased less than one year before the date of such co-venturing, solicitation, inducement, or recruitment.

3. Agreement Encompasses Goodwill. Employee acknowledges that the Company has expended significant time and resources developing a unique and valuable relationship with its customers and suppliers, that such relationships constitute a significant portion of the goodwill of the Company, and that this Agreement protects such goodwill. Employee acknowledges and understands the limitations on competing activities and fully agrees that these restrictions are fair and reasonable to protect the Company's legitimate business interests and goodwill. Should Employee breach any of the restrictions on competition contained in this Agreement, the restricted period shall be extended by the amount of time that Employee is in breach of these restrictions so that the Company shall have one full year of uninterrupted and full compliance by Employee following termination of employment.

4. No Guarantee of Continued Employment or other Economic Relationship. Nothing in this Agreement is intended or shall be construed as a promise or guarantee of continued employment by, or other economic relationship with, the Company.

5. Injunctive Relief. Employee hereby acknowledges and agrees that a breach of the agreements contained herein will cause irreparable harm and damage to the Company, that the remedy at law for the breach or threatened breach of the agreements set forth in this Agreement will be inadequate, and that, in addition to all other remedies available to the Company for such breach or threatened breach (including, without limitation, the right to recover damages), the Company shall be entitled to injunctive relief for any breach or threatened breach of the agreements contained herein without the necessity of posting any bond.

6. Modification. No provisions of this Agreement may be modified, waived or discharged unless such waiver, modification or discharge is agreed to in writing signed by both the Employee and the Company. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

7. Attorney Fees. In any action or proceeding arising out of or related to this Agreement, the prevailing party shall be entitled to its reasonable attorneys' fees and related costs, including fees and costs incurred prior to formal initiation of an action or proceeding, and including fees and costs incurred for collecting or attempting to collect any judgment or award.

8. Invalidity of Provisions. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. Employee acknowledges that the law governing restrictive covenants is based on particular facts and circumstances. In the event that any court shall find any of these restrictions overly broad or unreasonable in any way, the Parties authorize such court to enforce the restrictions to the greatest extent deemed reasonable.

9. Dispute Resolution. Any claim, dispute or controversy arising under this Agreement shall be resolved in the federal or state courts in the State of Utah. The parties hereby irrevocably submit and agree that they are exclusively subject to the jurisdiction of the state and federal courts sitting in the State of Utah with respect to any suit, action or proceeding brought against any party by any other party and arising out of or relating to this Agreement, and

that no court in a state other than Utah shall have jurisdiction to hear any such suit, action or proceeding. Each party agrees that, during the pendency of any such suit, action or proceeding commenced in accordance with the provisions of this Section 9, it will only bring any counter-claims arising out of or relating to this Agreement (whether or not related to the matter currently the subject of litigation) in the court in which such suit, action or proceeding is pending. Each party hereby irrevocably waives, to the fullest extent permitted by law, any objection that it may now have or hereafter have to the laying of the venue in Utah of any such suit, action or proceeding in the court contemplated under this Section 9 and waives and agrees not to assert any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

10. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, unless specifically prohibited herein and may be modified only by a subsequently executed Agreement signed by the party to be charged.

**THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT AND UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.**

**EMPLOYEE**

**LE AVIATION INC dba  
LEADING EDGE AVIATION**

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

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

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