

NON-COMPETE AGREEMENT

This Agreement, effective as of the date last indicated below, is made by and between

Johnson Motor Sales, 620 Deere Drive, New Richmond, WI 54017
 Johnson Motor Sales of Menomonie, Inc., 1603 Hwy 12 W, Menomonie, WI 54751
 Johnson Motor Sales of St. Croix Falls, Inc., 2180 Hwy 8, St. Croix Falls, WI 54024
("Employer" or "the Company"), and _____, Employee.

RECITALS BY EMPLOYEE

A. I wish to be hired by the Company. I understand that in my position with the Company, I may receive or contribute to confidential information which is proprietary to the Company and/or its customers. I understand that this is a position of trust and confidence, in which I may have access to the methods, services, designs, formulas and/or procedures used by the Company, much of which may constitute trade secret information. As part of my duties, I will develop and maintain close working relationships with the Company's customers, employees and suppliers.

B. The Company has built a successful business, developed confidential and trade secret information, and obtained many customers. To do this, it has expended significant time and money on research and development, marketing, and the development of good will and a sound business reputation. It has developed practices and procedures, customer data, formulas, processes and other confidential information which are valuable, special, and unique assets of its business. I agree that the Company is in a highly competitive industry. I understand and agree that it would be unfair to take this information the Company has developed and use it for my own or another's benefit.

AGREEMENT

As a condition of hire, and of being given access to confidential information, and/or other valuable consideration to which Employee is not otherwise entitled, the receipt and sufficiency of which is hereby acknowledged, Employee agrees as follows:

1. During the employment relationship and for a period of two (2) years after the termination of such relationship, Employee will not directly or indirectly solicit, offer to provide, or provide any products or services similar to those the Company offers its customers, to any of the customers for whom Employee (or any consultants, employees or agents under Employee's supervision) provided any products or services on the Company's behalf during the preceding two years of employment. "Indirectly" as used here shall include assisting new employers or other third parties to provide these products or services to such customers, in any manner.

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between Johnson Motors
and Employee

2. Employee will not, during the term of this relationship and for a period of two (2) years following the termination of the same, directly or indirectly, solicit any of the Company's consultants, contractors or employees for the purpose of hiring them or inducing them to leave their employment with the Company.

3. This non-compete agreement shall extend only for a radius of fifty (50) miles from the present location of the Company and shall be in full force and effect for two (2) years, commencing with the date of termination of employment.

4. Employee agrees to inform the Company in writing during this two year period if Employee is unable to obtain employment due solely or substantially to this Agreement, so that the parties may discuss and attempt to resolve the situation without sacrificing protections necessary to the Company, but preserving Employee's right to seek gainful employment.

5. Employee agrees that the restrictions contained in this Agreement shall apply no matter how the relationship terminates. The parties further agree that the restrictions contained in this Agreement shall survive the termination of the employment relationship.

6. If Employee violates this Agreement, the Company may seek injunctive relief and/or any other remedy allowed by law, including reasonable attorney's fees and costs incurred in bringing any action or otherwise enforcing the terms of this Agreement.

7. If a court rules that any part of this Agreement is not enforceable, that part may be modified by the court to make it enforceable. If a court will not so modify such part, the parties agree to enter into good faith negotiations to do so. All other provisions of this Agreement shall remain enforceable.

8. This Agreement may be assigned by the Company in the event of sale, merger, or similar event. The Company's action in not enforcing a breach of any part of this Agreement shall not operate as a waiver to prevent enforcement as to any other breach of this Agreement.

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9. This Agreement shall be construed and interpreted according to the laws of the State of Wisconsin. The parties agree that the exclusive venue for any claims or actions arising under this Agreement shall be in St. Croix County Circuit Court in Hudson, Wisconsin. The parties consent to the personal jurisdiction of such court and waive any argument that such a forum is not convenient.

10. Employee represents that he/she has full legal authority to enter into this Agreement, does so freely and voluntarily, and has had a reasonable and adequate opportunity to consult with independent counsel regarding the effect of this Agreement.

This AGREEMENT shall be binding upon and inure to the benefits of the parties, their successors, assigns, and personal representatives.

For:

- Johnson Motor Sales, Inc.
- Johnson Motors of Menomonie, Inc.
- Johnson Motors of St. Croix Falls, Inc.

Employee

By:

Signature

Title

Printed Name

Dated

Dated