

NON-COMPETITION AGREEMENT

THIS AGREEMENT is made this the ____ day of _____, 20____, by and between _____, (the "Purchaser") and _____ (the "Seller") under the following circumstances:

A. On the ____ day of _____, 20____, Purchaser and Seller entered into an Asset Purchase Agreement ("Purchase Agreement") pursuant to which Purchaser agreed to purchase from Seller certain assets devoted to _____ at the facilities of Seller located at: _____.

B. The Purchase Agreement provides that Purchaser and Seller will enter into this Non-competition Agreement at the closing of the transactions contemplated by the Purchase Agreement as an inducement to Seller and Purchaser to enter into the Purchase Agreement.

C. The value of the Business and the value of the Retained Business would be severely affected and materially impaired if the Seller and the Purchaser were to enter into full competition with each other.

D. Execution of this Non-competition Agreement is a material condition to Purchaser's agreement to acquire the Business and to Seller's agreement to sell the Business.

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions.

Except as otherwise indicated, capitalized terms used herein are defined as set forth in the Purchase Agreement. As used in this Non-competition Agreement, the following terms have the following meanings:

1.1 "Confidential Information" means (i) any information with respect to Purchaser's or Seller's customers, accounts, costs, plans, business policies, programs, formulae, products, know-how, trade secrets, suppliers, pricing policies or rates, marketing techniques, or any other information which may now or in the future be considered by Purchaser or Seller to be confidential or proprietary, (ii) reports, memoranda, correspondence, and other writings belonging to Purchaser or Seller, which may have been produced by or come into the possession of Purchaser or Seller in the course of its ownership or operation of the Business or the Retained Business, excluding any of the foregoing which is in the public domain.

1.2 "Retained Business" means the business and assets of Seller being retained by it.

1.3 "Territory" means the following area: _____.

Section 2. Non-competition.

2.1 In order that Purchaser may obtain the full benefit of the Business and the goodwill related thereto, the Seller does hereby covenant and agree that for a period three (3) years after the Closing Date, Seller shall not, directly or indirectly (as agent, consultant or otherwise) _____ throughout the Territory.

2.2 In order that the Seller may obtain the continued full benefit of the Retained Business and the goodwill related thereto, the Purchaser does hereby covenant and agree that, during the period of three (3) years after the Closing Date, the Purchaser shall not, directly or indirectly, (as agent, consultant or otherwise) compete in any way with the Seller in what the Seller does in the _____ industry now or from time to time in the future, will not make, sell or be involved with _____ within the Territory.

2.3 It is the intent of the parties that the provision of this section 2 shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, to the extent that the non-competition restrictions hereunder shall be adjudicated to be invalid or unenforceable in any such jurisdiction, the court making such determination shall have the power to limit, construe or reduce the duration, scope, activity and/or area of such provision, and/or delete specific words or phrases to the extent necessary to render such provision enforceable to the maximum reasonable extent permitted by applicable law, such limited form to apply only with respect to the operation of this section in the particular jurisdiction in which such adjudication is made.

Section 3. Nondisclosure. Seller and Purchaser recognize and acknowledge that they have, and may acquire additional, knowledge of Confidential Information, and that such information constitutes valuable, special, and unique property of Purchaser and/or of Seller. Seller will not, at any time, disclose any such Confidential Information of Purchaser to any person, except as required by law. Purchaser will not, at any time, disclose any such Confidential Information of Seller to any person, except as required by law. Seller acknowledges that the Confidential Information of the Business is material to the value of the Business, and is unique, and agrees that disclosure thereof in violation of this Agreement may irreparably damage the value of the Business. Purchaser acknowledges that the Confidential Information of the Retained Business is material to the value of the Retained Business, and is unique, and agrees that disclosure thereof in violation of this Agreement may irreparably damage the value of the Retained Business.

Section 4. Injunctive Relief. Seller and Purchaser acknowledge that their adherence to the terms of the covenants set forth in Sections 2 and 3 are necessary to protect the value of the

Business to Purchaser and the value of the Retained Business to Seller, that a continuing breach of such covenants will result in irreparable and continuing damage to the value of the Business or the value of the Retained Business as the case may be, and that money damages would not adequately compensate Purchaser or Seller for any such breach and, therefore, that Purchaser or Seller as the case may be would not have an adequate remedy at law. In the event any action or proceeding shall be instituted by Purchaser or Seller to enforce any provision of Sections 2 or 3, the other shall waive the claim or defenses in such action that (i) money damages are adequate to compensate the aggrieved party for such breach, and (ii) there is an adequate remedy at law available to the aggrieved party, and shall not urge in any such action or proceeding the claim or defense that such remedy at law exists. Purchaser and Seller shall have, in addition to any and all remedies at law, the right, without posting of bond or other security, to an injunction, both temporary and permanent, specific performance and/or other equitable relief to prevent the violation of any obligation under Sections 2 or 3. The parties agree that the remedies of Purchaser and Seller for breach of Sections 2 or 3 shall be cumulative, and seeking or obtaining injunctive or other equitable relief shall not preclude the making of a claim for damages or other relief. The parties to this Agreement also agree that Purchaser and Seller shall be entitled to such damages as Purchaser or Seller can show it has sustained by reason of such breach and shall not be limited in its damages by any provision of the Purchase Agreement. In any action brought to enforce the covenants set forth in Section 2 or 3, or to recover damages for breach thereof, the prevailing party shall be entitled to recover reasonable attorneys' fees and other expenses of litigation, together with such other and further relief as may be proper.

Section 5. Independent Agreement. The covenants of Purchaser and Seller hereunder shall be construed to be independent of covenants, representations, warranties, and obligations of Purchaser and Seller under the Purchase Agreement or under any agreement, document, or instrument delivered pursuant to the Purchase Agreement and, accordingly, any default by Purchaser or Seller with respect to any such representation, warranty, covenant, or obligation shall not constitute an excuse for any failure of Purchaser or Seller to perform hereunder.

Section 6. Waiver. The failure of any party to insist in any one or more instances upon performance of any of the provisions of this Non-competition Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights, and the same shall continue and remain in full force and effect. No single or partial exercise by any party of any right or remedy shall preclude other or future exercise thereof or the exercise of any other right or remedy. Waiver by any party of any breach of any provision of this Non-competition Agreement shall not constitute or be construed as a continuing waiver or as waiver of any other breach of any other provision of this Non-competition Agreement.

Section 7. Notice. All notices, requests, demands, and other communications hereunder shall be in writing and shall be made by certified mail or telefax followed by confirmation letter (with first class airmail postage), to the parties at the addresses indicated below:

Seller

Address: _____

Fax: _____

Purchaser

Address: _____

Fax: _____

All notices, demands and other communications mentioned above shall be deemed to have been given or made on the earlier of the date when received and five (5) days after the date of their dispatch. Any party may change the address to which notices and other communications are to be directed to it by giving notice of such change to the other parties in the manner provided in this Section.

Section 8. Severability. If any provision of this Non-competition Agreement, as applied to any person or to any circumstance, shall be adjudged by a court to be invalid or unenforceable, the same shall in no way affect any other provision of this Non-competition Agreement, the application of such provision in any other circumstances, or the validity or enforceability of this Non-competition Agreement.

Section 9. Amendment. No waiver of any rights, and no modifications or amendment of this Non-competition Agreement shall be effective unless made in writing and duly signed by the party to be bound thereby.

Section 10. Governing Law. This Non-competition Agreement shall be construed according to and the legal relations between the parties shall be governed in accordance with the laws of the State of _____ as applicable to agreements executed and fully performed in the State of _____.

Section 11. Successors of Purchaser and Seller. The terms of this Non-competition Agreement shall inure to the benefit of Purchaser and Seller and their respective successors or assigns.

Section 12. Captions. The captions contained in this Non-competition Agreement are for convenience or reference only and shall not affect the meaning or interpretation of

this Non-competition Agreement.

Section 13. Entire Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and shall supersede all previous, oral and written understandings of the parties with respect to the subject matter hereof. Notwithstanding the foregoing, this Agreement is additional to and not in lieu of the rights and obligations of the parties under the Consulting Agreement between the parties.

Section 14. Jurisdiction. The parties hereto intend to and do hereby confer jurisdiction to enforce this Non-competition Agreement upon the courts of any state within the geographical scope of the covenants contained herein. If the courts of any one or more of such states or jurisdictions shall hold such covenant wholly unenforceable by reason of the breadth of such scope or otherwise, it is the intention of the parties hereto that such determination shall not bar or in any way affect the right of Purchaser to the relief provided above in the courts of any other state or jurisdiction within the geographical scope of such covenant, as to breaches of such covenants in such other respective states or jurisdictions; the above covenants as they relate to each state or jurisdiction being, for this purpose, severable into diverse and independent covenants.

The undersigned _____, as the sole shareholders of Seller, and the undersigned, _____ and _____, as sole shareholders of Purchaser, have signed this Agreement to indicate and agree that they shall be bound by the same terms and provisions of this Agreement as are the respective corporations of the shares of which they own.

IN WITNESS WHEREOF, the parties have executed this Non-competition Agreement as of the date first written above.

PURCHASER

SELLER

BY: _____

BY: _____

TITLE: _____

TITLE: _____