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RESTRICTIVE COVENANTS AGREEMENT

THIS RESTRICTIVE COVENANTS AGREEMENT made and entered into as of the 8th day of December, 2012 by and between **ABC CORPORATION**, an Illinois corporation (hereinafter referred to as "ABC"), and **GEORGE WASHINGTON** (hereinafter referred to as "Washington").

WITNESSETH:

WHEREAS, ABC has purchased substantially all of the assets of XYZ Corporation, an Illinois corporation (hereinafter referred to as the "XYZ") pursuant to an Asset Purchase Agreement dated as of Date, 201_ between ABC and XYZ (the "Agreement") the terms of which are incorporated herein as if fully set forth; and

WHEREAS, as a material inducement and consideration for ABC's agreements, promises and covenants contained in the Agreement, Washington has agreed to not compete with ABC in any aspect of the computer graphics and multimedia preparation and presentation services business, all upon the terms and conditions stated herein.

NOW THEREFORE, for good and valuable consideration from ABC to Washington, the receipt and sufficiency of which are hereby acknowledged, Washington hereby agrees as follows:

1. **RESTRICTIVE COVENANTS.** For a period expiring on the later of six (6) years from the date hereof or one (1) year from the date of the expiration of the Consulting Agreement entered into on the date hereof between ABC and Washington, Washington hereby warrants, represents and covenants that she shall not, except on behalf of ABC or its subsidiaries, as an employee, consultant, representative or agent thereof, within an area inclusive of the State of Illinois (the "Territory"):

(a) Directly or indirectly canvass, solicit or accept any business for any company engaged in the computer graphics and multimedia preparation and presentation services business from any clients of ABC, the XYZ, or otherwise; or

(b) Directly or indirectly request or advise any clients of ABC and/or the XYZ to withdraw, curtail, or cancel their business with ABC; or

(c) Directly or indirectly disclose to any other person, firm, or corporation the names of past, present, or future (if known) clients of ABC and/or the XYZ in connection with any activity prohibited by this Restrictive Covenants Agreement; or

(d) Directly or indirectly induce, or attempt to influence, any employee of ABC and/or the XYZ to terminate his/her employment with ABC or any subsidiary or successor; or

(e) Directly or indirectly engage in the computer graphics preparation and presentation services and graphics communications business in the Territory as an employee, consultant, proprietor, partner, stockholder, officer, director or otherwise.

2. **CONSIDERATION FOR COVENANTS.** In consideration for Washington's covenants and agreements contained herein, ABC agrees to pay Washington the total sum of _____ (\$#) in three equal annual installments commencing on the first anniversary date hereof.

3. **REMEDIES.** The parties hereto acknowledge that a breach of the Restrictive Covenants or any one of them by Washington will result in substantial injury and damage to ABC for which there is no adequate remedy at law. Therefore, in the event of an actual or threatened breach of the Restrictive Covenants or any one of them by Washington, ABC shall be entitled to a preliminary restraining order and an injunction, or any other appropriate available equitable remedy, to prohibit and restrain the violation or attempted violation of this agreement by Washington or by any other person or entity acting for Washington as agent, representative or otherwise.

4. **ENFORCEMENT OF TERMS OF RESTRICTIVE COVENANTS.** In the event there is any action to enforce the terms of this Restrictive Covenants Agreement, the prevailing party, in addition to any other remedy shall be entitled to recover reasonable attorney's fee and paralegal fees and all other costs associated with any such action both on the trial and appellate levels.

5. **EFFECT OF UNENFORCEABILITY OF RESTRICTIVE COVENANTS.** Should any of the provisions contained in this Agreement be held invalid or unenforceable, such portion shall be severed and the remaining portions of this Agreement shall remain valid and enforceable.

6. **MODIFICATION OF RESTRICTIVE COVENANTS.** In the event that a court of competent jurisdiction determines by final non-appealable judgment that the scope, time period, or the Territory's geographical limitations of the Restrictive Covenants specifically set forth herein are too broad to be capable of enforcement, said court is authorized, and all parties hereto agree and stipulate, to modify said Restrictive Covenants and enforce such provisions as to scope, time, and geographical area of the Territory as such court deems appropriate considering the intent of the parties hereto and the substantial injury that will result to ABC in the event of a modification of the terms of this agreement and the substantial sums of money which have been paid to Washington as consideration for the agreements herein contained and for the purchase of the XYZ's assets pursuant to the Agreement.

7. **NOTICES.** Any notices or other communications required or permitted hereunder shall be sufficiently given if sent by registered or certified mail, postage prepaid, addressed as follows:

(i) If to ABC:

ABC Corporation
Attn:
ABC Corporation Address

With required copies to:

(ii) If to George Washington:

George Washington
George Washington Address

With a required copy to:

or such other address as shall be furnished in writing by any party to the others prior to the giving of the applicable notice or communication, and such notice or communication shall be deemed to have been given as of the date so mailed.

8. **WAIVER.** The waiver by either party of a breach of any provision of this agreement by the other party shall not operate or be construed to be a waiver of any subsequent breach by such other party. Any such waiver must be in writing and signed by an authorized representative of the waiving party.

9. **ASSIGNMENT.** Washington shall not have the right to assign or otherwise be relieved of her obligations hereunder, except as may be expressly agreed to in writing by ABC by an authorized representative thereof.

10. **GUARANTY.** Payment of the obligations of ABC to pay Washington the consideration set forth in Section 2 hereof shall be guaranteed by ABC Industries, Inc., the sole stockholder of ABC, in accordance with the terms of the Guaranty executed by ABC Industries, Inc. as of Date, 201_.

11. **SET-OFF OF WASHINGTON'S OBLIGATIONS.** Washington has certain obligations, liabilities and requirements to indemnify, defend and hold harmless ABC pursuant to the Agreement. Washington hereby acknowledges, consents and agrees that ABC has the right to setoff and recoup any sums or monies due ABC from the XYZ and/or George Washington, as provided in the Agreement, against any amounts to be paid to George Washington as provided

herein without regard to contribution or indemnification rights that Washington might have against the other parties to the Agreement.

12. MISCELLANEOUS PROVISIONS.

(a) This agreement shall be interpreted, construed and governed by and in accordance with the laws of the State of Illinois. Venue for any action hereunder, including the enforcement hereof, shall be in the appropriate State or Federal courts of the State of Illinois.

(b) This agreement may not be altered, amended or changed except by written instrument signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

(c) The normal rules of construction which require the terms of an agreement to be construed most strictly against the drafter of such agreement are hereby waived since each party has been adequately represented by counsel in the preparation, negotiation and execution of this agreement.

(d) This agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, personal representatives, and permitted successors and assigns. In the event of Consultant's death during the term of this Agreement, ABC agrees to pay any amounts owing hereunder to Washington's estate in accordance with Section 2 hereof.

IN WITNESS WHEREOF the parties have set their hand and seal as of the date first above written.

ABC CORPORATE SERVICES, INC.

By: _____

Name: _____

Title: _____

George Washington