

NON-COMPETITION AGREEMENT

This Non-Competition Agreement is made this [date] by and between [name of Covenantor] (hereinafter referred to as the "Covenantor") and XYZ CORPORATION (hereinafter referred to as the "Corporation").

RECITALS

WHEREAS, pursuant to an Agreement for the Purchase and Sale of Personal Goodwill (hereinafter referred to as the "Sale of Personal Goodwill Agreement"), the Corporation is acquiring from the Covenantor all of the Personal Goodwill related to XYZ Business;

WHEREAS, Covenantor agrees to forego her right to compete with the Corporation in accordance with the terms and conditions herein contained.

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and covenants set forth in this Agreement, the parties agree as follows:

1. COVENANT NOT TO COMPETE. Covenantor agrees that she will not at any time within the five (5) year period immediately following the consummation of the purchase and sale described in the Sale of Personal Goodwill Agreement, either directly or indirectly, unless prescribed by the Corporation:

(a) Handle the travel business of any client that has done business with Covenantor during the three years before this agreement is signed;

(b) Handle the travel business of any client doing business with the Corporation during three years after this agreement is signed;

(c) Assist any party (other than the Corporation) to handle the clients covered by (a) or (b) above;

(d) Induce any employee or independent contractor of the Corporation to cease employment or contractor relationship with the Corporation;

(e) Interfere in any way with the Corporation's relationships with its employees, independent contractors, clients, or suppliers;

(f) Act as owner, director, officer, employee, or independent contractor of a [similar] business specializing in XYZ; or

(g) Use the words [words associated with the name of the business being sold] in a trade name connection with any XYZ business anywhere.

2. CONSIDERATION FOR SIGNING. For and in consideration for the Covenantor's covenant not to compete hereinabove contained, Covenantor shall receive Twenty thousand dollars (\$20,000.00) upon signing this Non-Competition Agreement.

3. EFFECT OF VIOLATIONS BY COVENANTOR. In the event that Covenantor defaults under this Non-Competition Agreement and fails to cure such default within thirty (30) days of the date of written notice from the Company given in the manner herein provided, then and in that event the Corporation shall be entitled to injunctive relief, and such other relief as may be provided by law or in equity. Covenantor hereby acknowledges and agrees that any breach by her of the covenant not to compete contained herein is likely to result in injury of a nature which would justify the entry of an injunction and temporary restraining order against Covenantor to restrain any such breach. In the event of any such breach by Covenantor, the Corporation shall be also entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain

consequential damages and to enforce the specific performance of Covenantor's covenant herein contained.

4. SEVERABILITY. If any provision, or portion thereof, of this Non-Competition Agreement is held invalid or unenforceable under applicable statute or rule of law, only that provision shall be deemed omitted from this Agreement, and only to the extent to which it is held invalid and the remainder of the Non-Competition Agreement shall remain in full force and effect.

5. NOTICES. Any notice or request required or permitted to be given shall be given in writing and shall be deemed to have been given when deposited in the United States of America mail, first class, postage prepaid, duly addressed, registered or certified, return receipt requested, at the following addresses, or at such other address or addresses as is directed by either party by written notice delivered to the other as in this paragraph provided:

COVENANTOR	CORPORATION
[Name]	[Name]
[Street Address]	[Street Address]
[City, State, Zipcode]	[City, State, Zipcode]

6. INUREMENT. This Non-Competition Agreement shall inure to the benefit of and shall be binding upon the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.

7. ATTORNEY'S FEES. In the event of any controversy, claim or dispute between the parties hereto arising out of or relating to this Non-Competition Agreement or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees and costs.

8. AGREEMENT. This Non-Competition Agreement contains the entire agreement of the parties hereto and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no express or implied representations, warranties, arrangements or understandings, oral or written, between and among the parties hereto, relating to the subject matter contained in this Non-Competition Agreement which are not fully expressed herein.

9. GOVERNING LAW. This Non-Competition Agreement shall be governed by and construed in accordance with the provisions of the laws of the State of Virginia.

I have read this Agreement, I understand its contents, and I willingly, voluntarily, and knowingly accept and agree to the terms and conditions of this Agreement. I acknowledge and represent that I received a copy of this Agreement on [date].

COVENANTOR:

/s/

[name], individually

CORPORATION:

XYZ CORPORATION,
a [State] corporation

By: /s/

Name: [Name]
Title: [Title]