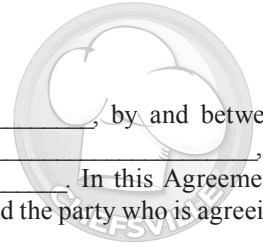


NON-COMPETE AGREEMENT



This Non-Compete Agreement (this "Agreement") is made effective as of _____, by and between Chefsville, of P.O. Box 2624, Rowlett, TX 75030, and _____, of _____. In this Agreement, the party who is requesting the non-competition from the other party shall be referred to as "Chefsville", and the party who is agreeing not to compete shall be referred to as "Participant".

- 1. Non-Compete Covenant.** For a period of two (2) years after the effective date of this Agreement, Participant will not directly or indirectly engage in any business that competes with Chefsville.
- 2. Non-Solicitation Covenant.** For a period of two (2) years after the effective date of this Agreement, Participant will not directly or indirectly solicit business from, or attempt to sell, license or provide the same or similar products or services as are now provided to, any customer or client of Chefsville. Further, for a period of two (2) year after the effective date of this Agreement, Participant will not directly or indirectly solicit, induce or attempt to induce any employee of Chefsville to terminate his or her employment with Chefsville.
- 3. Confidentiality.** Participant will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Participant, or divulge, disclose, or communicate in any manner any information that is proprietary to Chefsville. Participant will protect such information and treat it as strictly confidential.
- 4. Entire Agreement.** This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written.
- 5. Severability.** The parties have attempted to limit the non-compete provision so that it applies only to the extent necessary to protect legitimate business and property interests. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 6. Injunction.** It is agreed that if Participant violates the terms of this Agreement irreparable harm will occur, and money damages will be insufficient to compensate Chefsville. Therefore, Chefsville will be entitled to seek injunctive relief (i.e., a court order that requires Participant to comply with this Agreement) to enforce the terms of this Agreement.
- 7. Applicable Law.** This Agreement shall be governed by the laws of the State of Texas.

X

SIGNATURE

PRINT NAME

DATE

CHEFSVILLE REPRESENTATIVE SIGNATURE

PRINT NAME

DATE