EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT (this "Agreement") is made as of \_\_\_\_\_\_\_\_\_, by and between ABC Manufacturing Corporation, an Illinois corporation (the "Company") and \_\_\_\_\_\_\_\_\_ (the "Executive").

 W I T N E S S E T H :

WHEREAS, the Executive is currently employed by the Company as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

WHEREAS, the Company and the Executive desires to enter into a contract to provide for the continued employment of Executive as a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ pursuant to the terms hereof.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Executive hereby agree as follows:

 ARTICLE I

 EMPLOYMENT

1.1 Term. The Company hereby employs the Executive, and the Executive hereby agrees to serve the Company, for a term (the "Term of Employment") beginning on \_\_\_\_\_\_\_\_\_\_, and ending upon termination of employment as provided in Article II hereof.

1.2 Duties.

(a) During the Term of Employment, the Executive shall assume and perform the duties and responsibilities of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall report to, and shall act under the direction of, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the Company.

(b) The Executive shall at all times during the Term of Employment discharge all such duties and responsibilities conscientiously, in good faith and to the best of his ability, giving to the Company his full time and attention and the full benefit of his knowledge, expertise and judgment. The Executive shall not render services of a business, professional or commercial nature for compensation to other entities or persons or engage or participate in other trades, businesses, or occupations during the Term of Employment.

1.3 Compensation.

(a) As compensation for the Executive's services hereunder, the Company will pay the Executive as follows:

(i) Base Salary. An initial base salary at the rate of $\_\_\_\_\_ per annum, payable on the Company's normal salary payment dates.(ii) Maximum Annual Bonus. The Executive shall receive a bonus computed in accordance with the ABC Manufacturing Corporation Fiscal 201\_\_\_ Bonus Plan. Such plan to be implemented and available on or prior to \_\_\_\_\_\_\_. The maximum annual bonus to which Executive shall receive in any full fiscal year shall be $\_\_\_\_\_\_. The computation of the amount of a bonus in any fiscal year subsequent to the 201\_\_ year shall be based on the bonus plan, if any, in effect in such year.

(iii) Additional Benefits. The Executive shall be entitled to such benefits as are generally provided from time to time to officers of the Company.

(b) The annual base salary will be subject to review and modification on \_\_\_\_\_\_\_ and on \_\_\_\_\_\_ of each year thereafter in accordance with the Company's salary review procedures.

1.4 Confidentiality. The Executive acknowledges that in the course of his employment by the Company he has had, and will continue to have, access to data and other information, including without limitation, customer lists, terms on which business is done with customers, pricing and marketing plans and strategies, and business plans, which is valuable and proprietary to the Company ("Proprietary Information"). The Executive agrees that for so long as he is employed by the Company and for one year thereafter he will keep confidential all Proprietary Information and will neither use (except properly in the course of his employment by the Company) nor reveal to others any Proprietary Information.

 ARTICLE II

 TERMINATION OF EMPLOYMENT

2.1 Right to Terminate.

(a) Death. This Agreement shall terminate upon the Executive's death.

(b) Breach of Agreement. The Executive's employment hereunder may be terminated for cause upon action of the Board and written notice to the Executive. As used herein, "cause" means the occurrence of anyone or more of the following events: (1) the conviction of the Executive for commission of a felony; (2) manifest dishonesty, fraud, embezzlement, breach of confidentiality or misappropriation by the Executive relating to the Company or any of its funds, properties, opportunities or other assets; (3) gross neglect or misconduct by the Executive in the performance of his duties, provided that if the gross neglect or misconduct is capable of being cured, the Executive shall have thirty days within which to do so, or (4) the Executive willfully, negligently, or through malfeasance, fails to carry out designated responsibilities.(c) Thirty (30) Days Notice. This Agreement may be terminated by either the Executive or the Company upon thirty days notice to the other party.

2.2 Rights of Employee Upon Termination. Upon termination of the Executive's employment pursuant to Section 2.1(a) or 2.1(b), the Company shall have no further obligation to the Executive under this Agreement except to distribute to the Executive or the Executive's estate or designated beneficiary (i) the Executive's compensation due pursuant to Section 1.3(a)(i) hereof up to the date of the next payment period subsequent to such termination, and (ii) any bonus owing under Section 1.3(a)(ii) hereof in accordance with the bonus plan then in effect. Upon termination by the Company of the Executive's employment for any reason other than cause as defined in Section 2.1(b), the Executive shall be entitled to a severance payment in an amount equal to six (6) months of the then current Base Salary. This severance payment shall be a total payment which Executive will receive upon such termination and is not in addition to any other severance or bonus entitlement.

 ARTICLE III

 MISCELLANEOUS

3.1. Termination of Prior Agreements. This Agreement supersedes all other agreements and understandings between the Executive and the Company regarding Executive's employment relationship with the Company and compensation therefore, including but not limited to the disposal bonus arrangements (letter dated \_\_\_\_\_\_) or severance arrangements (letter dated \_\_\_\_\_\_\_\_\_\_\_) but excluding the ABC Corporation Option and Shareholder Agreement which may be entered into between the Executive and ABC Corporation. Any and all such other agreements and understanding are hereby terminated and deemed void and the Executive shall be entitled to no compensation or other payments under any such agreements or understandings.

3.2 Entire Agreement, Modification and Waiver. This Agreement constitutes the entire agreement of the parties hereto respecting the subject matter hereof and supersedes all prior agreements, understandings and discussions, whether oral or written, of the parties, except the ABC Corporation Option and Shareholder Agreement which may be entered into between the Executive and ABC Corporation. No modification or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby.

3.3 Notices. Any notices or other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person or when dispatched by telegram, electronic facsimile transfer (confirmed in writing by regular mail simultaneously dispatched) or sent by certified mail, return receipt requested, to the parties at their respective addresses set forth below:

If to the Company:

ABC Manufacturing Company

300 Front Street

San Francisco, CA 94112

Attention: George Washington

Facsimile: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If to the Executive:

or to such other address as may be designated by such addressees by a notice given in conformity herewith.

3.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed and delivered by its duly authorized officer, and the Executive has duly executed and delivered this Agreement, as of the date first written above.

ABC MANUFACTURING CORPORATION

By:

Title: President and Chief Executive Officer

THE EXECUTIVE: