

been entered into by the said partnership or to which he is or can be entitled on account or in respect of the said business and all other assets of the said business and more particularly but without limitation the generality of the foregoing those assets set out in schedule A hereto annexed.

The vendor hereby covenants and agrees with the Purchaser that the vendor shall not, either by himself or with any other person do or cause to be done any willful act or thing to prejudice the said business of a flying school as heretofore carried on as aforesaid; but that he will, at all times hereafter, use his best endeavours to promote the said business and secure to the Purchaser the full advantage of the connection and custom of the vendor in the said business but so that the said vendor shall not be required to incur any expense in or about the performance of this covenant.

And the vendor will, whenever required by the Purchaser, render every assistance and give all necessary evidence for the purpose of recovering or otherwise enforcing payment of all or any of the said debts and vesting the absolute ownership thereof in the Purchaser; and that he will execute such further assurances as may be requisite for more perfectly and absolutely assigning, transferring and assuring the matters hereinbefore mentioned.

And the Purchaser hereby covenants and agrees to and with the vendor that the said purchaser will pay all interests, discharge all liabilities and perform all contracts and engagements owing and subsisting in relation to the said business and will keep the Vendor indemnified against all actions, proceedings, claims, demands, costs, damages and expenses on account thereof.

The purchaser covenants with the vendor that he will at all times hereafter save harmless and keep indemnified the vendor and his estate and effects from and against all losses, costs, expenses and damages which may