

to all thereof. The buyer, relying upon such representation, has agreed to waive the requirements of Article VI of the Uniform Commercial Code relating to bulk transfers.

In consideration thereof, the seller shall indemnify and save harmless the buyer against any and all claims made by any person, firm or corporation claiming to be a creditor of the seller or to have a lien or encumbrance on any of the property covered by this agreement.

5. USE OF NAME: Seller has the unqualified right to use the name "the Beacon Rock Tavern" in Skamania County, Washington, and has full power to assign such right to the buyer and by this agreement does assign the right to use the Beacon Rock Tavern to the buyer.

6. COVENANT NOT TO COMPETE: James R. Chandler and Pauline Chandler, husband and wife, Seller, agree that from and after the date of this agreement they will not, unless acting as an officer employee of the buyer or with the prior consent of the buyer, directly or indirectly, own, manage, operate, join, control, or participate in or be connected as an officer, employee, partner or otherwise with any tavern business for a period of five years from the date thereof and within the area of the county of Skamania County, Washington. Nor shall they, in any manner, directly or indirectly, engage or otherwise become interested in any phase of the tavern business in competition with the buyer within the said limits of Skamania County, Washington, and within said five year period, acknowledge that the remedy at law for a breach of the foregoing will be inadequate and that the buyer shall, in addition to all other remedies available at law, shall or in equity be entitled to injunctive relief.

7. MISCELLANEOUS: This agreement shall be binding upon and to the benefit of the parties hereto and their respective assessors and

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