

of the insurance required hereunder, and will instruct the carrier of the insurance to notify Norge in the event of cancellation.

The proceeds of any insurance received by Norge on account of or for any loss or casualty shall be released to Operator upon a written application signed by Operator for the payment of, or to reimburse Operator for the payment of the cost of repairing, restoring or replacing personal property and fixtures which have been lost, damaged or destroyed, unless Operator is at the time in default in the payment of any other sum or obligation hereunder of Operator to Norge, in which event, such proceeds shall be applied against such other unpaid sum or obligation. In case of failure of Operator to procure or maintain insurance as provided above, Norge may at its option, obtain such insurance, in which event the cost thereof shall be payable by Operator to Norge forthwith.

Operator shall, during the period that this Operating Agreement is in effect, at his own expense, carry and maintain in the names and for the joint protection of Norge, the Landlord of the premises, any lessee or sub-lessee of the premises, and such other persons as Norge may designate, with insurer satisfactory to Norge, a public liability insurance policy with the limits of not less than \$50,000.00 for injuries or loss suffered by any one person, \$100,000.00 for injury suffered in any one occurrence, and \$50,000.00 with respect to property damage. Such policy of insurance shall be in companies acceptable to Norge and shall include a provision that it will not be cancellable except on ten (10) days prior written notice to Norge. The operator shall furnish to Norge certificate of insurance above described at least ten (10) days prior to the commencement of this lease and at least ten (10) days prior to the expiration of any such policy.

7. Indemnity: Operator does hereby assume and agree to indemnify, protect, save and keep harmless Norge, its agents, employees and any assigns, the Landlord and lessee or sub-lessee of the premises, from and against any and all losses, damages, injuries, claims, demands and expenses including legal expenses, of whatsoever kind and nature arising on account of the use, condition, (including, without limitation latent and other defects and whether or not discoverable by anyone) or operation of the equipment constituting part of the Store or any part thereof, and by whomsoever used or operated, during the period of this Operating Agreement with respect to such equipment. Operator agrees to procure such insurance or post all such bonds as may be required by applicable law or regulation as a condition to the use or operation of any such unit or equipment hereunder. Operator shall not, however, be required to pay or discharge any claim or demand referred to in this Paragraph 7, so long as the validity or the amount thereof shall be contested in good faith and by appropriate legal proceedings in any reasonable manner which will not adversely affect the title of Norge to the equipment or any part thereof or result in the

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