

forfeiture or sale of any of the equipment. The indemnities and assumptions of liability in this section contained shall continue in full force and effect notwithstanding the termination of this Operating Agreement, or the termination of the period for which it is in effect in respect of any one or more units of equipment, whether by expiration of time, by operation of law or otherwise. Norge shall give Operator prompt notice of any claim or liability hereby indemnified against, and Operator shall assume the defense thereof at his own expense and be entitled to control the defense thereof.

8. Use of Equipment: Operator warrants that each unit of equipment will at all times be used and operated under and in compliance with the laws of the jurisdiction in which such unit may be operated, and in compliance with all lawful acts, rules, regulations and orders of any judicial, legislative or regulatory body having power to regulate or supervise the use of such property; provided, however, that Operator may, in good faith contest in any reasonable manner the application of any such rule, regulation or order to the extent that such contest does not adversely affect the title of Norge to any unit of equipment, or result in forfeiture or sale of any of said equipment. Operator further agrees that it will keep each unit of equipment free and clear of any and all liens, charges and encumbrances which may be levied against or imposed upon such unit as a result of the failure of Operator for any reason to perform or observe any of the covenants and agreements required to be performed or observed by Operator hereunder.

9. Repairs, Damage and Destruction of Equipment: Operator shall bear the risk of damage, loss, theft or destruction, partial or complete of any unit of equipment subject to the terms of this Operating Agreement from whatsoever source arising, and any and all replacements, repairs, or substitutions of parts of any unit of equipment thereof shall be at the cost and expense of Operator and shall constitute accessions to such unit of equipment and title thereto shall vest and remain in Norge. Operator shall at all times, at its own expense, keep each unit of equipment hereunder in good and efficient working order, condition and repair, reasonable wear and tear excepted.

10. Ownership: Operator acknowledges and agrees that he has not, and by the execution hereof, does not have or obtain, by payments and performance hereunder he does not and will not have or obtain, any title to the equipment constituting part of the store and subject to this Operating Agreement, nor any property right or interest, legal or equitable, therein, or in the premises, or any trade name under which the Store is operated, except solely as Operator hereunder and subject to the terms hereof. Operator covenants and warrants that he will replace any stencilling, tag or plate fixed to the equipment identifying Norge as the owner thereof, which may be removed or destroyed or become illegible. Operator shall keep the units free from any marking or labelling which might be interpreted as a claim of ownership thereof by Operator or any party other than Norge.

(CONTINUED ON NEXT PAGE)

JL