

It is expressly understood that all of the equipment shall be and remain personal property notwithstanding the manner in which the equipment may be attached or affixed to realty.

11. Defaults: In the event that:

(a) Operator shall default in the payment of any installment of the monthly equipment fee or the rental of premises monthly fee (including as within the meaning of this paragraph the sums payable by Operator under Section 5 hereof) and such default shall continue for more than five (5) days after written notice thereof to Operator: or,

(b) Operator shall default in the observance or performance of any other covenant required to be observed or performed by Operator hereunder and such default shall continue for more than thirty (30) days after notice thereof to Operator by Norge: or

(c) Operator shall become insolvent or bankrupt or admit in writing his inability to pay his debts as they mature, or shall make an assignment for the benefit of his creditors: or

(d) Bankruptcy, reorganization, arrangement or insolvency proceedings or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors shall be instituted by or against Operator; or Operator shall make any voluntary assignment or transfer of Operator's interest as Operator hereunder or of all or substantially all of his property; or Operator shall permit or there shall occur any involuntary transfer of such interest or of all or substantially all of Operator's property by bankruptcy or by the appointment of a receiver or trustee or by any judicial or administrative decree or process or otherwise (unless proceedings shall be dismissed or such assignment, transfer, decree or process shall within 30 days from the filing or other effective date thereof be nullified, stayed or otherwise rendered ineffective, or unless any such receiver or trustee shall within 30 days from date of his appointment adopt and assume this Operating Agreement pursuant to due authority or law and of the court appointing him);

then, in any such case (herein sometimes called "events of default") Norge at its option may:

(a) Proceed by appropriate court action or actions, either at law or in equity to enforce performance by Operator of the applicable covenants and terms of the Operating Agreement or to recover damages for the breach thereof; or

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