

(b) By notice in writing to Operator terminate this Operating Agreement, whereupon all right, title and interest of Operator to the store shall absolutely cease and terminate, but Operator shall remain liable as hereinafter provided, and in such event Norge may, directly or by its agent, enter upon the premises and take possession thereof (any damages occasioned by such taking of possession being hereby expressly waived by Operator). In the event of any such termination Norge (i) shall be entitled to retain all monies paid by Operator hereunder in respect of this Operating Agreement, as well as all sums, if any, theretofore paid or received by Norge, including any such then in its possession which, had the Operating Agreement not be declared in default, would otherwise be payable to Operator hereunder, (ii) may, but shall not be obligated to, enter into a new Operating Agreement for said store and upon such terms as Norge shall elect or, (iii) shall in addition to all or any rights and remedies hereunder be entitled to recover from Operator all equipment monthly fees and monthly rental for premises fees and additional sums accrued and unpaid under any of the terms hereof and a sum equal to the total unpaid equipment monthly fees and monthly rental for premises fees which would have accrued for the balance of the term of this Operating Agreement less only the net proceeds of any new Operating Agreement. In addition to the foregoing Norge shall be entitled to recover from Operator any and all damages which Norge shall sustain by reason of the breach by Operator of any of the covenants and terms of this Operating Agreement, together with a reasonable sum for attorney's fees and such expenses as shall be expended or incurred in the seizure, rental or sale of the equipment constituting part of the store or in the enforcement of any right or privilege hereunder or in any consultation or action in such connection.

The remedies herein provided in favor of Norge in the event of default as hereinabove set forth shall not be deemed to be exclusive, but shall be cumulative and shall in addition to all other remedies in its favor existing in law, in equity or in bankruptcy.

12. Surrender: At the expiration or termination of the period for which this Operating Agreement is in effect, whether by passage of time or otherwise, Operator will surrender and return possession of the Store and premises to Norge in good order and repair, ordinary wear and tear excepted. In the event Operator shall for any reason be unable to return any of the property constituting part of the Store, he agrees to replace the same with similar property of like value, or to pay Norge the market price therefore or Norge's unrecovered investment therein (which ever is greater). Any good will created or built up by Operator shall be conveyed by Operator to Norge or its assigns for \$1.00.

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