

deliver to Norge or any assignee of Norge appropriate certified corporate resolutions and/or opinion of counsel (as the case may be) in form and substance satisfactory to counsel for Norge covering such matters pertaining to the aforesaid right and authority and to the validity and enforceability hereof.

(g) Any notices provided for in this Operating Agreement shall be in writing and shall be deemed to have been duly given when delivered personally or when deposited in the United States Mail, registered or certified mail, postage prepaid, addressed as follows:

If to Norge- Merchandise Mart Plaza, Chicago, Illinois

If to Operator - at the address designated herein, or at such other place as either party may designate to the other by notice given in accordance with this section.

(h) This Operating Agreement shall be binding upon and shall inure to the benefit of Norge and its successors and assigns and Operator and his executors, legal representatives and assigns.

(i) All oral negotiations are merged herein. Operator acknowledges that neither Norge, its representatives, or any other person, firm or corporation have made any representation or warranty respecting profits from operation of the Store or geographical area exclusively. There are no oral covenants or agreements made by either party hereto except as reduced to writing herein. This Operating Agreement may not be terminated, modified or amended, nor shall any waiver of any provision herein be deemed to have occurred regardless of the action or non-action of Norge in connection therewith except upon the written agreement of the parties hereto.

(j) Upon paying the equipment monthly fee and the rental for premises monthly fee and performing and observing all of the terms and conditions on his part to be performed and observed, Operator shall, subject to the terms hereof, peacefully and quietly hold and possess the equipment and premises hereunder during the term hereof without disturbance from Norge or any one claiming by, through or under Norge.

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