

4. Place of Payment: All equipment monthly fees and rental payment for premises monthly fees payable by Operator under Sections 2, 2 (a) and 3 above shall be paid to Norge at the Merchandise Mart Plaza, Chicago, Illinois, or at such other place as Norge, or its assigns, may hereafter direct. Payment of any additional amounts required by Section 5 hereof shall be made at said place only to the extent that such payments are not being, or have not been made by Operator directly and are instead being paid to Norge by way of reimbursement for, or to provide Norge with the funds necessary to pay the amounts required by Section 5 hereof.

5. Additional Sums Payable by Operator: In addition to the equipment monthly fee and rental payment for premises monthly fee payable by Operator under the provisions of Section 2 and 2 (a) hereof:

(a) Taxes: Operator agrees to pay any and all sales, use and excise taxes, assessments and other governmental charges whatsoever by whomsoever payable relating to the operation of the Store by Operator, and any and all personal property taxes, assessments and other governmental charges (and all expenses and incidental costs, including attorneys' fees, if any incurred in connection therewith) whatsoever by whomsoever payable, including all such taxes, fees, assessments and charges upon Norge by reason of the ownership, use, rental, or operation of the personal property constituting part of the Store. This Section 5 shall not be deemed to obligate Operator to pay any income, gross receipts, franchise and like taxes, against Norge, on or measured by equipment monthly fees or rental for premises monthly fees payable hereunder or the net income therefrom; provided, however, that Operator agrees to pay any such tax on or measured by equipment monthly fees or rental for premises monthly fees payable hereunder or the net income therefrom which is in substitution for, or relieve Operator from, a tax on the personal property constituting part of the store which Operator would otherwise be obligated to pay under the terms of this Section 5. Operator agrees to promptly file for Norge all ad valorem tax returns on the personal property constituting part of the Store. Any statements for such taxes received by Norge shall be promptly forwarded to Operator by Norge. Operator shall not be obligated to pay any amount under this Section 5 so long as he shall in good faith and by appropriate proceedings contest the validity or the amount thereof unless thereby any unit of personal property constituting part of the Store would be subject to forfeiture or sale.

(b) Operator acknowledges and agrees that Norge has and will have no responsibility in connection with the condition, nature, installation or operation or personal property constituting part of the Store, initially or otherwise or with the condition of

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