

FRANCHISEE IN-STORE LICENSE

THIS IN-STORE LICENSE is made on the _____ day of _____, 2012 (the "Effective Date"), by and between **ANGEL NAILS ENTERPRISES LLC.**, a Michigan limited liability company, of 190 Monroe, N.W., #300 Grand Rapids, Michigan 49503, hereinafter referred to as "Angel," and _____, hereinafter referred to as "Licensee."

WITNESSETH:

ARTICLE 1. PREMISES

Section 1.1. Entire Premises and Licensed Premises. In consideration of the mutual covenants and agreements herein contained, Angel gives and grants to Licensee the privilege of operating a nail salon in the Meijer Store(s) described on **Exhibit A** attached hereto and incorporated by reference herein. Each Meijer Store designated on **Exhibit A** shall hereinafter be referred to as an "Entire Premises." Licensee's business in each Entire Premises shall be located in the area designated by Meijer within the Entire Premises and outlined in red on **Exhibit A** attached hereto and incorporated by reference herein. Each such area shall be hereinafter referred to as a "Licensed Premises." Each Licensed Premises shall consist of approximately the number of square feet designated for such Licensed Premises on **Exhibit A**.

ARTICLE 2. TERM

Section 2.1. Term of License. The term of this License with respect to each Licensed Premises shall commence upon the date possession of such Licensed Premises is provided to Licensee and shall terminate on the last day of the third (3rd) license year, as defined in Section 2.2 (License Year). The License may be extended for additional three (3) year terms so long as Licensee is in full compliance with the terms of this agreement, has consistently met the obligations of Article 10, and has met the additional conditions for renewal outlined in Article 13. If Licensee is interested in renewing this agreement it must provide written notice to Angel at least one hundred twenty (120) days before the last day of the current term of its intent.

Section 2.2. License Year. The term "license year" shall mean a period of twelve (12) consecutive months commencing on January 1 and terminating on December 31. The first license year shall begin on January 1, 2006. Subsequent license years shall run consecutively, each beginning on the first day of January succeeding the completion of the previous license year.

Section 2.3. Termination. Licensee may terminate this License with respect to all or any Licensed Premises at any time by no less than one hundred twenty (120) days' prior written notice thereof to Angel. Angel may terminate this License with respect to all or any Licensed Premises at any time by no less than sixty (60) days' prior written notice thereof to Licensee.

ARTICLE 3. LICENSE FEE

Section 3.1. Payment. All fees and other payments required to be made by Licensee to Angel pursuant to this License shall be paid and made to: Angel Nails, c/o Sam Tran, until Licensee is otherwise notified in writing by Angel at least ten (10) days prior to the payment date on which the change is to be effective.

Section 3.2. License Fee. Commencing the earlier of (i) the date Licensee is open for business in each Licensed Premises or (ii) the dated Rent Commencement Date listed on **Exhibit C** for each Licensed Premises Licensee shall pay, as a license fee for each Licensed Premises, the sums set forth on **Exhibit B** attached hereto and incorporated by reference herein. These license fees shall be paid in advance on or before the first (1st) day of each month of the license term and Licensee shall pay the license fee pro rata for that part, if any, of the term preceding the first license year.

The license fee shall be adjusted upon the commencement of the First Extension Term and upon the commencement of each succeeding Extension Term. The adjustment shall be based on the percentage increase, if any, of the Consumer Price Index ("Index," hereinafter defined), as follows: the adjusted License Fee shall be determined by multiplying the dollar amount to be adjusted by a fraction, the numerator of which is the Current Index Number and the denominator of which is the Base Index Number. The "Base Index Number" shall be the level of the Index published for the third month prior to the first License Year with respect to the first adjustment made, and shall be the Current Index Number from the previous adjustment with respect to each subsequent adjustment; the "Current Index Number" shall be the level of the Index published for the third month preceding the adjustment year; the "Index" shall be the Consumer Price Index for All Urban Consumers, U.S. City Average, All items published by the Bureau of Labor Statistics of United States Department of Labor (base year 1982-84=100), or any successor index thereto as hereinafter provided. If the Index shall cease to be published, a reasonable substitute shall replace it for purposes of this Lease. Notwithstanding the foregoing, the License Fee or License Fee as adjusted shall never be reduced. Following such adjustment, the term "License Fee" as used in the License, shall mean the License Fee as most recently adjusted.

Section 3.3. Security Deposit. For each Licensed Premises, Licensee shall deposit with Licensor on or before the earlier of (i) the Possession Date listed on **Exhibit C** for such Licensed Premises and (ii) twenty (20) days following the Effective Date, a security deposit in the amount specified in **Exhibit C**, which shall be held by Angel as a security deposit for the faithful performance by Licensee of Licensee's obligations hereunder.

ARTICLE 4. MAINTENANCE, REPAIRS, AND UTILITIES

Section 4.1. Angel's Obligations. Angel shall furnish, without cost to Licensee at each Licensed Premises, electricity (provided, however, the installation of any additional electrical panels, circuits, wiring, outlets, etc. shall be the sole responsibility of Licensee), air conditioning, and heat as a part of Meijer's heating and cooling of such Entire Premises and not from separate heating or cooling units. Except as provided in Section 4.2 (Licensee's

Obligations), Angel shall also (i) make all necessary repairs to each Entire Premises (excluding each Licensed Premises), including but not limited to the roof and exterior walls and (ii) maintain the parking lot adjacent to each Entire Premises. Notwithstanding the foregoing, Angel assumes no responsibility or liability for damage or losses due to interruption of any of the aforesaid services agreed to be furnished by Angel or Meijer or for damage to Licensee's property caused by the breaking, bursting, stoppage, leaking, or overflowing of any pipes, toilets, or roof or from any failure of or defect in any electric line, circuit, or facility.

Section 4.2. Licensee's Obligations. Licensee shall maintain and keep each Licensed Premises clean, shall keep all rubbish in proper containers out of view of customers and shall dispose of all rubbish as Angel or Meijer may direct. All general maintenance and cleaning (including but not limited to the replacement of light bulbs) of each Licensed Premises shall be the responsibility of Licensee. Subject to the provisions of Section 6.1 (Mutual Release), Licensee shall be responsible for the cost of all repairs made necessary by the negligence or intentional acts of Licensee and Licensee's agents, employees, and contractors.

Section 4.3 Telephones. Licensee may install and shall maintain at its own expense such data and phone lines in each Licensed Premises as it may require for incoming and outgoing calls. Licensee shall pay all fees for all telephone/communications services utilized by Licensee in its operations at each Licensed Premises.

Section 4.4 Inspection. Angel shall have the right to inspect Licensee's premises at any time during normal business hours. The purpose of inspections under this article is to determine Licensee's compliance with federal state and local laws as well as for compliance with this agreement. Any violations discovered by these inspections or by other means shall subject Licensee to the following fine schedule:

First violation	- \$500.00
Second violation	- \$1,000.00
Third violation	- \$2,000.00 or termination of License
Fourth violation	- termination of License

ARTICLE 5. USE

Section 5.1. Use. Licensee shall use each Licensed Premises for the sole purpose of operating a nail salon and the performance of services customarily performed at nail salons at such nail salon. Licensee shall not sell any other goods or render any other services whatsoever in or from any Licensed Premises without Angel's prior written approval. Notwithstanding anything contained in this License to the contrary, Licensee shall not engage in, or permit its agents, employees, contractors, subcontractors, or invitees to engage in, any activity in violation of any policy of insurance which may at any time be in force with respect to any Licensed Premises, Entire Premises, and/or Common Facilities. Licensee shall not keep more than 1 gallon of Acetone on the premises at any time.

Section 5.2. Common Facilities. Licensee, its employees and invitees, shall have the non-exclusive rights to use the driveways, sidewalks, service areas, and parking facilities appurtenant to each Entire Premises as they may exist from time to time ("Common

Facilities"), and shall have the non-exclusive right of ingress and egress from and to the Licensed Premises by means of the respective Entire Premises only during such hours as such Entire Premises is open for business to the public.

Section 5.3. Business Hours. Licensee agrees to be open each Licensed Premises for business a minimum of 9:00 a.m. to 8:00 p.m., Monday through Saturday. Licensee understands that each Entire Premises is closed during only the following holiday: Christmas Day. Licensee agrees to be open during its regular business hours on all other holidays and other business days (such as the day after Thanksgiving), except that (i) Licensee may close at 7:00 p.m. on Christmas Eve and New Year's Eve and all day on Thanksgiving, New Year's Day, July 4th, Memorial Day, and Labor Day; and (ii) Licensee shall not be required to be open on Sundays. Licensee shall prominently display its business hours at the Licensed Premises on a professionally prepared sign (subject to Meijer's review as contemplated in Section 5.8 below).

Section 5.4. Compliance with Laws. Licensee shall, at its expense, comply with all governmental statutes, laws, rules, orders, regulations, and ordinances affecting each Licensed Premises or Licensee's use thereof, including, but not limited to, The Americans With Disabilities Act of 1990 (42 U.S.C. § 12101 et. seq) and regulations and guidelines promulgated thereunder, as all of the same may be amended and supplemented from time to time. Licensee shall, at its expense, obtain and maintain during the term of this License any necessary business and/or professional licenses, registrations, and permits required for the operation of Licensee's business within each Licensed Premises. A breach of this Section 5.4 (Compliance with Laws) that has or is threatened to have negative impact on the operation of the Entire Premises in which such Licensed Premises is located shall give Angel the right to terminate this License forthwith upon twenty-four (24) hours' advance notice to Licensee, any other provision of this License herein notwithstanding. Licensee shall, within three (3) days after receipt of any written correspondence regarding any Licensed Premises or Licensee's use thereof (including, but not limited to, any written review or inspection report) from any lawful governmental authority, provide a copy of such correspondence, including all enclosures and attachments, to Angel. Angel acknowledges and agrees that Meijer is responsible to keep each Entire Premises, except each Licensed Premises which is Licensee's responsibility, in compliance with The Americans With Disabilities Act. If Meijer fails to bring any Entire Premises, excluding each Licensed Premises, in compliance with The Americans With Disabilities Act for more than ninety (90) days after Meijer has received written notification of a violation; Licensee may as its sole remedy terminate this License upon written notice to Angel.

Section 5.5. Fixtures. Licensee shall, at its own cost and expense, construct, furnish and install in each Licensed Premises all improvements, trade fixtures, equipment, and furnishings necessary for its operations, including, without limitation, paneling, wallpaper, counters, cupboards, partitions, decorating, special lighting, business shop front, signage, graphics, and all plumbing and utility lines and/or connections. Licensee shall, at its own cost and expense complete any necessary work on the ventilation system for the Licensed Premises so that such system adequately removes fumes from the Licensed Premises [and Entire Premises to the satisfaction of Meijer], subject to Meijer's right to review all plans and specifications. Licensee acknowledges that Meijer may reject any plans and/or specifications that do not fully address all improvements contemplated by Licensee in any Licensed

Premises, that do not demonstrate that Licensee has adequate funds to pay for such improvements or that do not follow Meijer's procedure for License Space Review. All improvements, trade fixtures, equipment, and furnishings must be approved by Meijer in advance of the time that such items are installed. In the event Meijer does not approve of any such item, it shall not be installed or placed in that Licensed Premises. All movable trade fixtures, equipment, and all other similar items owned by Licensee and installed or placed in each Licensed Premises shall remain the property of Licensee, and Licensee shall have the right to remove said property at any time during the term of this License; provided that Licensee promptly repairs all damage caused by such removal. Licensee acknowledges that a Licensed Premises shall not open for business until the build out of the Licensed Premises is complete (the construction and installation of improvements, trade fixtures, equipment and furnishings approved by Meijer) and until Meijer's Property Manager (or a party designated by Meijer's Property Manager) completes a walk-through of the Licensed Premises to confirm the build out has been completed.

Section 5.6. Remodeling or Redecorating. Any remodeling or redecorating of any Licensed Premises shall be at Licensee's expense; provided, however, prior approval must be given in writing by Meijer and by Angel. If either does not approve of any proposed remodeling or redecorating, it shall not be performed.

Section 5.7. Work Requirements.

(a) All work performed on or at any Licensed Premises, including the work described in Sections 5.5 (Fixtures) and 5.6 (Remodeling or Redecorating), shall be in accordance with the following requirements. Licensee may perform work on or at any Licensed Premises only through licensed contractors and subcontractors approved by Meijer in writing. Licensee shall in all cases promptly pay all costs and expenses associated with work performed on or at any Licensed Premises. Licensee shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures and for coordinating all portions of such work in any Licensed Premises. Licensee shall obtain all required governmental permits and authorizations for such work, and Licensee shall cause all work to be completed in a good and workmanlike manner, free from defective materials and in compliance with all building, zoning, and other laws, ordinances, and governmental regulations and requirements.

(b) Notwithstanding the foregoing, Licensee may not perform or arrange to have performed work on (i) the HVAC system serving any Entire Premises, (ii) the fire sprinkler system serving any Entire Premises, or (iii) the electrical system between the fuse box and any Licensed Premises. In the event that Licensee wishes to perform or arrange to have performed work on the above-described areas, Licensee shall request in writing that Meijer perform or arrange to have performed such work. Licensee shall specify in detail all requested work. All such work is subject to Meijer's prior approval, which may be withheld in its sole discretion. If Meijer approves such request, Meijer shall perform the requested work or arrange to have such work performed and Licensee shall reimburse Meijer for all costs and expenses incurred by Meijer in performing or arranging to have performed such work. If requested by Meijer, Licensee shall deposit with Meijer a sum equal to the sum of the costs and expenses Meijer would incur in performing or arranging to have performed

such work as estimated by Meijer in its reasonable discretion.

Section 5.8. Signing and Graphics. All signing identification for each Licensed Premises and the placement thereof shall be entirely subject to and conditioned upon Meijer's and Angel's prior approval. Meijer's approval is required to ensure that all signage is aesthetically compatible with the operation of the Meijer store in each Entire Premises and consistent with Meijer's signage standards. All costs related to signage for each Licensed Premises shall be paid by Licensee. Licensee shall obtain any necessary permits from governmental authorities for the erection and maintenance of its signs. In the event any Entire Premises is remodeled (either a store remodel or a signage remodel) by Meijer, Licensee will be required to have its signage re-approved for the Licensed Premises in such Entire Premises, (pursuant this Section), and may be required to replace the signage, at its expense, by a specific date in an effort to be consistent with the graphic program of the Entire Premise.

Section 5.9. Advertising. Licensee shall not use or permit the use of the word "Meijer" or Meijer's logo in the advertisement of its business in any Licensed Premises, in the telephone book or in any other manner whatsoever, without first obtaining Meijer's written permission. In the event Meijer does any advertising for Licensee, Licensee shall pay the cost of such advertising; provided, however, that the parties shall approve in advance the cost and nature of any such advertising.

Section 5.10. Liens. Licensee shall keep each Licensed Premises free from any mechanics' or materialmen's liens or claims thereof for any labor or material furnished to Licensee in connection with any Licensed Premises, except that Licensee shall have the right to contest the validity or amount of any such lien, provided that Licensee shall either (i) first post any bond or make any deposits required by Angel or Meijer or the terms of any trust, deed, mortgage, or similar instrument affecting such Licensed Premises to assure the discharge of such lien or claim thereof; or (ii) furnish such security as may be required, to and for the benefit of Angel or Meijer, or any title insurance and trust company designated by Angel or Meijer, to permit a report of title to be issued relating to such Licensed Premises without showing thereon the existence of such lien.

Section 5.11. "Meijer" Trademark and Other Intellectual Property. Each Licensed Premises is located in a business location owned or operated by Meijer. Licensee acknowledges that "Meijer®" is a trademark owned exclusively by Meijer, Inc. Licensee acknowledges and agrees that it has no right to use the "Meijer" trademark, or any other trademark owned by Meijer, Inc. (collectively, the "Mark") without the specific written permission of Meijer, Inc. Licensee acknowledges and agrees that all other intellectual property associated with each Entire Premises, including without limitation, all patents, design patents, copyrights, trade dress and trade secrets (collectively, the "Other Intellectual Property,") are the property of Meijer, Inc., and shall not be used by Licensee. Nothing in this License or arising out of any dealings of the parties gives Licensee any right, title, or interest whatsoever in or to the Mark or the Other Intellectual Property. Licensee further acknowledges the validity of, and the goodwill associated with, the Mark. Licensee will not, either during or after the term of this License, contest Meijer, Inc.'s, title or right in and to the Mark or the Other Intellectual Property. All use by Licensee of the Mark shall inure to Meijer, Inc.'s, exclusive benefit. The quality of the services offered by Licensee in association with the Mark shall be in accordance with the highest standards in the industry. Where Licensee is permitted to use the

Mark to advertise Licensee's business pursuant to Section 5.9 (Advertising), the following notice, or another notice approved by Meijer, Inc., shall appear:

"Meijer®" is a registered trademark and service mark of Meijer, Inc.

If necessary to properly reflect the legal status of the Mark, Meijer, Inc., may change the wording of this notice by providing written notice to Licensee. Upon request, Meijer, Inc., shall have the right to approve any and all uses of the Mark, including advertising copy. Licensee shall use the Mark in the form, if any, approved by Meijer, Inc., such as stylized lettering or logos. Licensee shall not attempt to register the Mark or any other trademark that is likely to be confused with the Mark. Licensee acknowledges that all decisions concerning the registration and legal protection of the Mark will be made by Meijer, Inc., in its sole discretion. Licensee acknowledges that a breach of any of its covenants, agreements or undertakings related to the Mark or the Other Intellectual Property will cause immediate, irreparable damage to Meijer, Inc., that cannot be readily remedied or ascertained by damages in any action at law. Accordingly, Licensee acknowledges and agrees that if a breach occurs that is related to the Mark or the Other Intellectual Property, Meijer, Inc., will be entitled to equitable remedies, including, without limitation, injunctions and attorney fees.

ARTICLE 6. RESTORATION

Section 6.1. Mutual Release. Angel and Meijer hereby releases and discharges Licensee, its agents and employees, of and from liability to Angel or Meijer and to anyone claiming by, through, or under Angel or Meijer by subrogation or otherwise on account of any damage to or destruction of any Entire Premises and any other property of Meijer located in any Entire Premises caused by or arising out of any fire or other insured peril, however caused. Licensee hereby releases and discharges Angel and Meijer, its parent, subsidiary, and affiliated entities (including, without limitation, Meijer Stores Limited Partnership and Meijer Distribution, Inc., and their respective officers, directors, shareholders, partners, agents, managers, members, and employees and any other persons, firms, or corporations having an interest in any Licensed Premises, of and from liability to Licensee and to anyone claiming by, through, or under Licensee by subrogation or otherwise on account of any of the following caused by or arising out of any fire or other insurable peril, however caused: (i) damage to or destruction of any property of Licensee, (ii) damage to or destruction of any improvements, merchandise, inventory, contents, furniture, fixtures, equipment and other property located in any Licensed Premises, Entire Premises, or Common Facilities and (iii) loss or damage resulting from the interruption of Licensee's business operations in any Licensed Premises.

Section 6.2. Restoration. If any Licensed Premises is damaged or destroyed, in whole or in part, by fire or other peril so as to deprive Licensee of occupancy or use of the same or if any Entire Premises or Common Facilities are damaged or destroyed to the extent that they cannot be repaired or are not repaired within thirty (30) days, Angel or Meijer may either (i) terminate this License as it relates to such Licensed Premises upon written notice to Licensee or (ii) proceed with due diligence to so restore and repair such Licensed Premises, Entire Premises, and/or Common Facilities. The Licensee shall be solely responsible for replacing, restoring, or repairing the fixtures, merchandise, and other property of Licensee

and any property located in any Licensed Premises. In the event any such damage or destruction to any Licensed Premises or any Entire Premises is not repaired within such thirty (30) day period, Licensee shall have the right to terminate this License by providing Angel with ten (10) days' prior written notice of such termination given within ten (10) days after the expiration of the above-referenced 30-day period. If such damage renders any Licensed Premises untenable (which results in the suspension of operations in the affected Licensed Premises), all sums payable by Licensee with respect to such Licensed Premises hereunder shall abate until Licensee is able to fully occupy and use the affected Licensed Premises. Angel shall have no duty or obligation to restore any improvements or fixtures to any Licensed Premises made or installed by or for Licensee.

ARTICLE 7. EMINENT DOMAIN

Section 7.1. Total. If any entire Licensed Premises is taken under the power of eminent domain, this License shall terminate on the date Licensee is deprived of possession pursuant to such taking.

Section 7.2. Partial. If under the power of eminent domain any part of any Licensed Premises or any substantial part of any Entire Premises or Common Facilities are taken by one or more takings, then in any such event Angel or Licensee may terminate this License by giving to the other no less than thirty (30) days' written notice thereof at any time after the date of such taking and before the expiration of ninety (90) days from the date Licensee or Angel is deprived of possession or use of such portion of such Licensed Premises, Entire Premises, or Common Facilities pursuant to such taking.

Section 7.3. Restoration. If any part of any Licensed Premises or any substantial part of any Entire Premises or Common Facilities are taken by any public authority and neither party elects to terminate this License, Licensee shall continue in possession of the remainder of the affected Licensed Premises, and Meijer, at its own cost and expense, shall make all repairs and alterations to such Entire Premises (including the respective Licensed Premises) and/or Common Facilities necessary to constitute the remaining premises as a complete architectural unit.

Section 7.4. License Fee Abatement. In the event of any partial taking of any Licensed Premises, the license fee payable by Licensee hereunder for such Licensed Premises shall be reduced from and after the date Licensee is deprived of possession of such portion of the Licensed Premises in proportion to the square footage of such Licensed Premises so taken.

Section 7.5. Award. The entire compensation awarded in or by reason of any such taking shall belong to Meijer without any reduction therefrom for any present or future interest of Licensee, and Licensee hereby assigns to Meijer all of Licensee's right, title, and interest in and to any and all such compensation. Licensee shall, however, have the right to claim and recover from the condemning authority, but not Meijer, such compensation as may be separately recoverable by Licensee in its own right on account of the cost of moving its business, equipment, signage, and fixtures, interruption of business and other damages available under applicable law.

Section 7.6. Settlement. For the purpose of this Article 7 (Eminent Domain), a taking under the power of eminent domain shall include conveyances or dedications made in settlement of or in lieu of condemnation proceedings.

ARTICLE 8. INDEMNITIES AND INSURANCE

Section 8.1. Licensee's Indemnity. Subject to the provisions of Section 6.1 (Mutual Release), Licensee shall defend, indemnify, and save harmless Angel and Meijer, its parent, subsidiary, and affiliated entities including, without limitation, Meijer Stores Limited Partnership and Meijer Distribution, Inc., and their respective officers, directors, shareholders, partners, agents, managers, members, and employees and any other persons, firms, or corporations having any interest in any Licensed Premises against any liability or claim thereof (including but not limited to reasonable actual attorney fees and costs) whether for injury to persons, including death, or damage to property (i) occurring on or arising out of the use of any Licensed Premises during the term of this License; (ii) arising out of any default by Licensee under this License; (iii) arising out of any act or omission to act by Licensee, its agents, employees, or contractors at any time including, without limitation, any such act or omission in any Entire Premises or Common Facilities; or (iv) arising in connection with the operation of the business conducted from any Licensed Premises. The foregoing indemnity from Licensee shall include claims alleging or involving joint or comparative negligence, but shall not extend to liability directly resulting only from the sole negligence of Angel or Meijer, its parent, subsidiary, and affiliated entities and their respective officers, directors, shareholders, partners, agents, and employees. To the fullest extent permitted by law, Licensee expressly waives any and all immunity and/or damage limitation provisions available to Licensee under any workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts to the extent such acts would otherwise limit the amount recoverable by Angel or Meijer, its parent, subsidiary, and affiliated entities (including, without limitation, Meijer Stores Limited Partnership and Meijer Distribution, Inc., and their respective officers, directors, shareholders, partners, agents, managers, members, and employees, pursuant to the indemnification provisions contained in this Section 8.1 (Licensee's Indemnity).

Section 8.2. Angel's Indemnity. Subject to the provisions of Section 6.1 (Mutual Release), Angel covenants to defend, indemnify, and save harmless Licensee from and against all claims brought by third parties and all costs (including, but not limited to, reasonable actual attorney fees), expenses, and liabilities incurred in connection with such claims, including any action or proceeding brought thereon, arising solely from and as a direct result of the negligent or willful act or omission of Angel or its agents or employees acting in the scope of their agency or employment and which is related to Angel's operations in any Entire Premises.

Section 8.3. Insurance. At all times during the term of this License and at all times during which Licensee occupies any Licensed Premises, Licensee shall purchase and maintain the following minimum insurance coverages:

- (a) Workers' Compensation coverage for its employees or contractors with statutory limits; such policy shall include an Alternate Employer Endorsement. Employers Liability with limits not less than Five Hundred Thousand Dollars

(\$500,000).

(b) Commercial General Liability including premises/operations, independent contractors, broad form property damage, personal/advertising injury, blanket contractual liability, fire and explosion legal liability, explosion/collapse/and underground hazard coverage, and products/completed operations coverage in an amount not less than One Million Dollars (\$1,000,000) per occurrence. Such policy shall be an "occurrence" policy, not a "claims-made" policy. Angel, Meijer, Inc. and Meijer Stores Limited Partnership and their affiliated entities shall be named as additional insureds on an endorsement acceptable to Angel and Meijer, all at no cost to Angel or Meijer. The additional insured endorsement shall extend coverage to the contractual liability and completed operations coverage. A copy of the additional insured endorsement is required

(c) Automobile Liability coverage, which includes contractual liability coverage and coverage for all owned, hired and non-owned vehicles.

(d) All-Risk Contents/Personal Property Coverage on improvements, merchandise, inventory, contents, furniture, fixtures, equipment and other property located in each Licensed Premises, in an amount to cover one hundred percent (100%) of the replacement cost of such property.

(e) Business Interruption Insurance with respect to Licensee's business operations in each Licensed Premises in amounts and coverages sufficient to insure Licensee against any loss Licensee may suffer as a result of Licensee's inability to use any Licensed Premises during the term of this License.

By Subsections 8.3(d) and 8.3(e), Angel, Meijer and Licensee intend that the risks of loss or damage as described therein be borne by the responsible insurance carriers to the extent above provided, and Licensee agrees to look solely to, and to seek recovery only from, such respective insurance carriers in the event of a loss of a type described in such Subsections to the extent that such coverage is agreed to be provided thereunder. For this purpose, any applicable deductible amount shall be treated as though it were recoverable under such policies. Certificates of Insurance evidencing all insurance required under this Section 8.3 acceptable to Angel and Meijer, including any required additional insured endorsement, shall be promptly sent to Angel, and the Meijer Risk Management Department, P.O. Box 3280, Grand Rapids, Michigan 49501-3280. All insurance policies required under this Section 8.3 shall afford primary coverage and contain a provision that coverages afforded shall not be modified, cancelled or allowed to expire until at least ten (10) days' prior written notice has been given to Angel and the Meijer Risk Management Department. All required insurance shall be underwritten by an insurance carrier acceptable to Angel and Meijer and with an A.M. Best rating of not less than A-. Upon the request of Angel or Meijer, Licensee shall deliver copies of policies evidencing the insurance coverages required by this License to Angel or the Meijer Risk Management Department. Compliance by Licensee with the requirements in this Section 8.3 (Insurance) as to carrying insurance and furnishing proof thereof to Angel or Meijer shall not relieve Licensee of its indemnity obligations under Section 8.1 (Licensee's Indemnity). Indemnity obligations in this License shall not be negated or reduced by virtue of any insurance carrier's (i) denial of insurance coverage for the occurrence or event which is the subject matter of the claim, or (ii) refusal to defend any

named insured. Failure to comply with all insurance requirements shall be deemed a material breach of this License.

ARTICLE 9. TITLE AND POSSESSION

Section 9.1. Quiet Enjoyment. Licensee, upon paying all fees required under this License and performing the covenants and agreements of this License, shall quietly have, hold, and enjoy each Licensed Premises and all rights granted Licensee in this License during the term hereof. This Section 9.1 (Quiet Enjoyment) is subject to Meijer's rights specified in Section 9.2 (Right to Relocate).

Section 9.2. Right to Relocate. Angel and Meijer reserves the right, upon thirty (30) days prior notice, in its sole discretion to change the size and/or location of the Licensed Premises within any Entire Premises and in the event of any such change, Angel and Meijer shall provide a new space in the following "white box" condition: three perimeter dry walled walls (sanded/primed) ready for finish; electric panel; basic recessed lighting; ceiling grid and tiles; hvac and fire suppression per-code; water/sewer available (but not necessary stubbed into the Licensed Premises); and concourse sign area ready for Licensee's signage. Licensee shall be responsible for all other relocation costs, including without limitation the following: moving expenses, Licensee's lost profits and sales, and lost income to Licensee's employees or independent contractors. Angel and Meijer may not require Licensee to change the size and/or location of Licensee's operation more than one time during any two (2) year period, unless the cause for such change is beyond the control of Angel or Meijer, as in the case of fire, riot, acts of God, demand of any governmental authority, or because of the request of Licensee for such change. In the event Licensee and Angel are unable to mutually agree on a size and/or location as contemplated above, either party may terminate this License with respect to such Licensed Premises upon thirty (30) days written notice to the other party.

Section 9.3. Assignment. This License shall not be assigned, transferred, relinquished, or conveyed by Licensee nor shall Licensee sublet or assign any Licensed Premises without the prior written consent of Angel and Meijer, which consent may be withheld in Angel's or Meijer's sole discretion, but may not be unreasonably withheld. In case of any assignment permitted hereunder, Licensee, as well as the assignee, shall be liable for the full performance of all terms and conditions of this License. Angel's consent to any assignment of this License or transfer of any interest in any Licensed Premises shall not be deemed a consent to any further assignment of this License or transfer of any interest in any Licensed Premises.

Section 9.4. Subordination. Nothing herein shall empower Licensee to do any act which can, may, or shall cloud or encumber Angel's or Meijer's interest. Licensee's rights are and shall always be subordinate to the lien of any trust, deed, mortgage, or other encumbrance now or hereafter placed upon any Licensed Premises or any underlying lease now or hereafter created and to all advances made or hereafter to be made upon the security thereof, and Licensee shall execute such further instruments evidencing the subordination of this License to the lien or liens of any such trust, deed, mortgage, or other encumbrance, or to any such underlying lease, as shall be requested by Angel or Meijer. Licensee hereby irrevocably appoints Angel as attorney-in-fact for Licensee with full authority to execute and deliver in the name of Licensee any such instrument or instruments.

Section 9.5. Surrender of Licensed Premises. Upon the termination of this License, Licensee shall surrender each affected Licensed Premises to Angel in a broom-clean condition. Licensee shall promptly repair, at its sole cost and to Angel's reasonable satisfaction, all damage done to such Licensed Premises during the course of Licensee's possession thereof, other than damage resulting from normal wear and tear. If this License shall have been terminated by Angel or Meijer, Angel or Meijer may at any time thereafter resume possession of any affected Licensed Premises by any lawful means and remove Licensee or other occupants and their effects. Upon the termination of this License, Licensee shall have no right, title, or interest in or to any affected Licensed Premises; rather, any affected Licensed Premises, including all modifications or improvements thereof, shall be the sole property of Angel, without charge, free and clear of any interest whatsoever of Licensee. On or before the last day of the term, Licensee shall remove all trade fixtures, machinery, equipment, and other items and/or improvements as directed by Angel or Meijer from each Licensed Premises and promptly repair any damage occasioned by any such removal. Property not so removed may be removed by Angel, its authorized agents, or independent contractors, and Licensee shall promptly pay all costs of such removal upon receipt of notice thereof. Upon removal of such property by Meijer, its authorized agents or independent contractors, Licensee shall be deemed to have abandoned said property, and title thereto shall immediately vest in Angel. If any affected Licensed Premises is not surrendered at such time, the Licensee shall indemnify Angel and Meijer against loss or liability resulting from delay by Licensee in so surrendering such Licensed Premises including, without limitation, any claims made by any succeeding licensee founded on such delay. Licensee shall surrender all keys for any affected Licensed Premises to Angel at the place then fixed for payment of license fees. Licensee's obligation to observe or perform the provisions of this Section 9.5 (Surrender of Licensed Premises) shall survive the termination of this License. If Licensee retains possession of any Licensed Premises or any part thereof after the termination of the term by lapse of time or otherwise, such holding over shall not operate to extend the term or renew this License, except that at the election of Angel, such holding over shall renew the term for the period of one (1) month at a rate double the monthly license fee in addition to all other charges due hereunder. Angel's acceptance of any fees after holding over shall not renew this License and the provisions of this License do not waive Angel's rights of re-entry or any other right hereunder.

Section 9.6. Right of Entry. Angel, Meijer, their agents and employees shall have the right to enter each Licensed Premises at all reasonable times to inspect the same, to show them to prospective purchasers or licensees, to make such repairs, alterations, improvements, or additions as Angel or Meijer shall deem necessary or desirable, and to enforce or carry out any provision of this License. Such activities shall not constitute an eviction of Licensee in whole or in part and the license fee(s) reserved shall in no wise abate while such activities take place. Nothing herein contained, however, shall be deemed or construed to impose upon Angel or Meijer any obligation, responsibility, or liability whatsoever, for the care, maintenance, or repair of any Licensed Premises or any part thereof, except as otherwise herein specifically provided.

ARTICLE 10. ADDITIONAL LICENSEE OBLIGATIONS

Section 10.1. Angel's Programs. Licensee shall participate in the following programs established and maintained by Angel:

- a. Inventory/product purchase; purchase only approved inventory, products and supplies, either directly from Angel, or from an Angel approved supplier. No other products or supplies may be used or sold in the store without Angel's prior written approval.
- b. Retail sales; sell at retail only the products which were supplied, or approved by Angel pursuant to terms and conditions set by Angel.
- c. Advertising; At Licensee's expense, participate in an Angel established advertising program.
- d. Training; At Licensee's expense, participate in an Angel established training program at least one time per year.

Section 10.2. Failure to comply. Licensee's failure to comply with the provisions of Article 10 shall be grounds for termination of this agreement. Compliance is also a pre-condition to renewal or extension of this agreement.

Section 10.3 Financial Reports. Licensee shall report gross sales on a monthly basis to Angel. The report shall include monthly gross sales as well as year to date gross sales; the reports shall be on a form provided by Angel and is due on the 15th of every month.

ARTICLE 11. MISCELLANEOUS

Section 11.1. Miscellaneous Covenants of Licensee. Licensee covenants and agrees:

(a) Licensee shall, during the business hours specified in Section 5.3 (Business Hours), maintain adequate personnel for the efficient rendering of services to Licensee's customers. With respect to any Entire Premises identified as a new store in **Exhibit A**, Licensee agrees that all of Licensee's work contemplated in Section 5 above, as well as the walk-through contemplated in Section 5.5, shall be completed prior to the opening of such new store(s) and the Licensed Premises shall be fully staffed and open for business on the date the new store opens for business.

(b) Licensee shall comply in all respects with the lawful requirements, orders, statutes, ordinances, rules, directives, and regulations of all lawful government authority; with rules, regulations, business principles, and practices adopted by Angel or Meijer for the conduct of each Entire Premises and the Common Facilities; and with the established requirement that all employees and persons working at each Entire Premises park in the employees' parking area.

(c) Licensee shall provide its own security for each Licensed Premises, including, but not limited to, the locking of each Licensed Premises when Licensee is not open for business. Angel and Meijer shall not be responsible for any losses which Licensee or its invitees may suffer including, but not limited to, thefts, robberies, or other crimes on or about each Licensed Premises.

(d) Licensee shall pay, before delinquency, all sales, personal property,

special assessment, income (including, any privilege or excise tax based on gross revenue), and all other taxes levied on Licensee's business or personal property. Licensee shall have no obligation for any real estate taxes levied on any Licensed Premises, except as otherwise specifically provided herein or if such taxes are specifically levied in lieu of any tax that Licensee is required to pay pursuant to this License. Licensee shall also pay any license or other fee incident to its operations at each Licensed Premises.

(e) Licensee shall at all times treat its customers in a fair, courteous, and respectful manner.

(f) Licensee shall establish charges for its goods and/or services which are competitive with similar business operations in the same marketing area.

(g) Licensee shall not permit its employees to smoke in any Licensed Premises but only in areas designated by Angel or Meijer, if any, in each Entire Premises.

(h) None of the employees of Licensee shall be considered employees of Angel or Meijer, and Licensee is solely responsible for the supervision, management, payment of all salaries, compensation, withholding taxes, unemployment insurance premiums, health and welfare benefits or similar charges associated with the employment of Licensee's employees.

(i) During the term of this License, Licensee may, from time to time, become aware of or exposed to confidential information relative to Meijer customer counts, marketing plans, financial information, or other sensitive data of Meijer, or Angel. Licensee agrees, on behalf of itself, its agents and employees that any such information must be treated strictly confidential and shall not be disclosed in any fashion to any third parties.

(j) Licensee shall keep each Licensed Premises illuminated in a manner approved by Angel or Meijer twenty-four (24) hours per day, seven (7) days a week (except for times during which each Entire Premises is closed).

(k) Licensee shall keep all improvements, trade fixtures, equipment, and furnishings on each Licensed Premises in a neat, clean and attractive condition and good appearance and repair during the entire term of this License.

Section 11.2. Credit Sales. Licensee may provide credit to its customers through use of Master Charge, American Express, and Visa. Licensee shall comply with all policies and requirements relating to credit sales established by the agencies extending the credit.

Section 11.3. Satisfaction of Customer Complaints. Meijer has an established policy which permits customers to freely return merchandise or obtain a full or partial refund of money paid for services rendered which are, for any reason, not satisfactory to the customer. This policy is directed at trying to satisfy all reasonable customer complaints. Licensee covenants and agrees to follow this refund policy and to adopt other policies established by Meijer to handle customer complaints on a reasonable basis.

Section 11.4. Force Majeure. The time within which any of the parties hereto shall be required to perform any act or acts under this License shall be extended to the extent that the performance of such act or acts shall be delayed by acts of God, fire, windstorm, flood, explosion, collapse of structures, riot, war, labor disputes, delays or restrictions by governmental bodies, inability to obtain or use necessary materials, or any cause beyond the reasonable control of such party; provided, however, that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay. The provisions of this Section 10.4 (Force Majeure) shall not operate to excuse Licensee from prompt payment of any fees or any other payments required by the terms of this License.

Section 11.5. Acceptance of Licensed Premises.

(a) Licensee accepts each Licensed Premises in its "as is" condition, with all faults, on the date of commencement of the term. Licensee further acknowledges that Meijer has made absolutely no warranties or representations regarding the condition of any Licensed Premises or its suitability for Licensee's intended use.

(b) If Angel or Meijer is unable to give possession of any Licensed Premises on the specified Possession Date specified for such Licensed Premises on **Exhibit C** of this License by reason of the holding over of any Licensee or occupant, because construction, repairs or improvements are not completed or for any other reason, the license fee with respect to such Licensed Premises shall abate for the period that possession by Licensee is delayed. If such delay shall continue for more than forty-five (45) days, the Licensee may, within ten (10) days after the expiration of said forty-five (45) day period, give Angel a notice of election to terminate this License with respect to such Licensed Premises. Unless possession of such Licensed Premises shall sooner be made available to Licensee, this License shall terminate on the tenth day after the giving of said notice. Angel shall have no obligation to Licensee for failure to give possession except as provided in this Section 10.5 (Acceptance of Licensed Premises).

Section 11.6. Accord and Satisfaction. Payments by Licensee hereunder shall be deemed to be payments for the earliest license fee due and owing under the terms of this License. No endorsement or statement on any check or any letter accompanying any check or payment of license fees shall be deemed an accord and satisfaction, and Angel may accept such check or payment without prejudice to Angel's right to recover the balance of such license fees or pursue any other remedy in this License provided.

ARTICLE 12. DEFAULT

Section 12.1. Default. In the event that (i) Licensee defaults in its obligation to pay any license fees or any other amounts required under this License and such default continues uncured for five (5) days after the receipt of written notice from Angel of such default, (ii) Licensee defaults in the performance of any other covenant (i.e., non-monetary covenants) on its part to be performed under this License and such default continues uncured

for ten (10) days after the receipt of written notice from Angel of such default, (iii) any Licensed Premises is not continuously and uninterruptedly open for business in accordance with the hours specified in Section 5.3 (Business Hours), (iv) Licensee shall become bankrupt or insolvent or file any debtor proceedings or take or have taken against Licensee in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Licensee's property or if Licensee makes an assignment for the benefit of creditors or petitions for or enters into such an arrangement, (v) Licensee shall abandon any Licensed Premises, or (vi) Angel for any reason shall in good faith believe that the prospect of payment of any license fees or Licensee's performance under this License is impaired, Angel, in addition to other rights or remedies Angel may have, shall have the right to terminate this License with respect to all or any Licensed Premises and shall have the immediate right of re-entry and may remove all persons and property from any affected Licensed Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Licensee, all without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

Section 12.2. Remedies Upon Default. Licensee and Angel shall have, in addition to any right or rights of termination provided hereunder, the right, upon material default or material violation (which is defined as a default identified in article 11.1) of any of the provisions hereof, to seek specific performance of this License, or to seek any other remedy in law or equity. In the event Angel terminates this license with respect any or all Licensed Premises in accordance with Section 11.1, Licensee shall remain liable for (i) all license fees and all other charges that Licensee would have been required to pay until the date this License would have expired had such termination not occurred, (ii) any costs incurred by Angel resulting from Licensee's failure to fulfill its obligations in Section 9.5 above and (iii) any costs that Angel incurs to bring such Licensed Premises to a "white box condition" (painting, repairing, altering, or dividing such Licensed Premises), which liability shall continue notwithstanding the re-entry of such Licensed Premises by Angel and the re-licensing of such Licensed Premises by Angel.

Section 12.3. Legal Expense. In case suit shall be brought for recovery of possession of the Licensed Premises, for the recovery of any fees or other amounts due under the provisions of this License, or because of the breach of any other covenant herein contained on the part of Licensee to be kept or performed and a breach shall be established, Licensee shall pay to Angel all expenses incurred therefore, including reasonable attorney fees. In case suit shall be brought because of the breach of any covenant herein contained on the part of Angel to be kept or performed and a breach shall be established, Angel shall pay to Licensee all expenses incurred therefore, including reasonable attorney fees.

Section 12.4. Remedies Cumulative. All rights and remedies provided for herein or otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies by either party shall not preclude or waive its right to the exercise of any or all of the others.

Section 12.5. Late Payment Fee. In addition to any other rights it may have, Angel may charge and Licensee shall pay a late fee on any license fee or other payment due hereunder if not paid when due. Such late fee shall be one percent (2%) of the amount past due for any

period less than ten (10) days. Licensee shall also pay, on any such payment which is ten (10) days or more past due, interest at a rate equal to the lesser of (a) one and one-half percent (3%) per month or part thereof and (b) the highest rate of interest allowed by applicable law.

Section 12.6. Additional consequences. In the event licensee commits 3 events of default in any 12 month period of time regardless of the circumstances, duration, or the fact that the defaults were cured, Angel shall have the right to immediately terminate this license as well as Licensee's rights under the franchise agreement. Licensee further agrees that 3 events of default as outlined herein constitutes a material default or a material violation of this license and entitles Angel to exercise the rights and remedies outlined in Section 11.2 herein. This paragraph is not to be construed as a limitation on Angel, but is a grant of additional rights and remedies separate and in addition to those listed in Section 11.2 herein and Angel may exercise either or both sets of remedies at its sole discretion. Angel's failure to proceed under either of these paragraphs shall not be deemed a waiver of those rights.

ARTICLE 13. REMODELING REQUIREMENT

13. As a further condition of renewal, Angel may require Licensee to remodel, redecorate, or otherwise update the premises. Licensee shall purchase all materials, equipment, and fixtures either from Angel or from an Angel approved vendor. Angel shall determine mandatory minimum remodeling requirements based upon an inspection of the licensed premises conducted by Angel or its agent after receiving notice of Licensee's intent to renew or extend this agreement.

ARTICLE 14. GENERAL

Section 14.1. Notices. Any notice desired or required to be given to Meijer under this License, except those insurance notices described below, shall be sent postage prepaid, registered or certified mail, to the following address:

Meijer, Inc.
Attention: Real Estate Department
2929 Walker Avenue, N.W.
Grand Rapids, Michigan 49544

Any notice or document desired or required to be given to Meijer under this License concerning matters of insurance, including but not limited to certificates of insurance and notices of policy modification, cancellation, termination, or expiration, shall be sent postage prepaid, registered or certified mail, return receipt requested, to the following address:

Meijer Risk Management Department
P.O. Box 3280
Grand Rapids, Michigan 49501-3280

Any notice desired or required to be given to Angel under this License shall be sent postage prepaid, registered or certified mail, return receipt requested, to the following address:

Angel Nails Enterprises LLC
190 Monroe, N.W. #300
Grand Rapids, Michigan 49503
Attn: Sam Tran

Any notice desired or required to be given to Licensee under this License shall be sent postage prepaid, registered or certified mail, return receipt requested to the following address:

Location listed in Exhibit "A"

Either party may, by written notice, designate a different address to which notices may be sent and, by written notice, designate not more than one additional party to whom copies of all notices must be sent.

Section 14.2. Nonwaiver. The failure of Angel or Licensee to insist upon the strict performance of any covenant of this License or to exercise any option or right herein contained shall not be a waiver or relinquishment for the future of such covenant, right, or option but the same shall remain in full force and effect.

Section 14.3. No Offer. The submission of this License for examination does not constitute an offer to enter into a License, and this License shall become effective only upon execution and delivery hereof by Angel and Licensee.

Section 14.4. Captions. The captions and headings herein are for convenience and reference only and have no legal force or effect.

Section 14.5. Partial Invalidity. Should any section, subsection, or provision of this License be declared to be invalid or unenforceable by a court of competent jurisdiction, it shall not affect the validity or enforceability of the License as a whole or any part thereof, other than the part so declared invalid/unenforceable. The parties shall renegotiate, if possible, the invalid/unenforceable section, subsection, or provision in a manner consistent with the original intent.

Section 14.6. Applicable Law. This License shall be interpreted pursuant to the laws of the state in which the Entire Premises is located.

Section 14.7. Interpretation. All provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each section hereof. The necessary grammatical changes required to make the provisions of this License apply in the plural sense where there is more than one licensor or licensee and to either corporations, companies, associations, partnerships, or individuals, males or females,

shall in all instances be assumed as though in each case fully expressed.

Section 14.8. Arbitration.

(a) Angel and Licensee shall use commercially reasonable efforts to settle any dispute or claim arising from or relating to this License. To accomplish this, they shall negotiate with each other in good faith prior to arbitrating any such claim or dispute (as provided in this Section 12.8). If an agreement cannot be reached during such negotiations, instead of suing in court, Angel and Licensee agree to arbitrate any all disputes and claims (including but not limited to claims based on or arising from an alleged tort) arising out of or relating to this License. During the period of any such settlement discussions and arbitration proceedings, Licensee shall continue to pay any license fees otherwise due hereunder.

(b) The parties agree to waive any and all claims against the other party if arbitration is not sought with respect to such claim or dispute within six months of the termination of this License. Notwithstanding the foregoing, the parties' indemnity obligations under this License shall survive the termination of this License.

(c) Any claim or dispute arising out of or relating to this License, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration rules, except as varied herein, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

(d) The dispute shall be heard and determined by one arbitrator, except that if any party's claim exceeds \$1 million, exclusive of interest, the dispute shall be heard and determined by three arbitrators, at least one of which shall be an attorney.

(e) The award of the arbitrator(s) shall be accompanied by a reasoned opinion.

(f) Licensee and Angel acknowledge that this License evidences a transaction in interstate commerce and that the Federal Arbitration Act and Federal Arbitration law shall govern the interpretation and enforcement of, and proceedings pursuant to this License.

(g) Unless Licensee and Angel agree otherwise, the location of any arbitration shall be in Kent County, Michigan.

(h) Licensee and Angel agree that no arbitrator has the authority to: (1) award relief in excess of what this agreement provides; (2) award punitive damages or any other damages not measured by the prevailing party's actual damages; or (3) order consolidation or class arbitration.

(i) Each party shall bear its own costs, attorney fees and other expenses. The parties shall bear an equal share of the arbitrator(s)'s compensation and expenses and an equal share of the administrative fees and costs of arbitration.

(j) The arbitrator(s) must give effect to the limitations on either party's liability as set forth in this License, any applicable tariff, law, or regulation.

(k) If for some reason this arbitration clause is at some point deemed inapplicable or invalid, Meijer and Licensee agree to waive, to the fullest extent allowed by law, any trial by jury, in such case, a judge shall decide the subject dispute or claim.

(l) Licensee, Angel and the arbitrator(s) shall not disclose the existence, content, or results of any arbitration.

Section 14.9. No Partnership. Angel shall not in any way or for any purpose become or be deemed to become a partner of agent of or joint venturer with Licensee in the conduct of its business by virtue of Angel's execution of this License or its performance of the terms and provisions hereof.

Section 14.10. Complete Agreement-Amendments. This License contains the entire agreement between the parties and any or all prior or contemporaneous oral or written agreements made on behalf of either party shall be of no force and effect. This License shall be amended only by a written instrument signed by Angel and Licensee.

Section 14.11. Exhibits. All exhibits referred to in and attached to this License are hereby made a part of this License.

Section 14.12. Successors and Third Parties. This License shall be binding upon and inure to the benefit of each of the parties hereto and their respective heirs, administrators, personal representatives, successors, and Angel's assigns or Licensee's assigns agreed to by Angel pursuant to Section 9.3 (Assignment) herein.

Section 14.13. Obligations Survive. All obligations arising prior to the termination of this License and all provisions of this License allocating responsibility or liability between the parties, including without limitation the indemnity provisions contained in Article 8 (Indemnities and Insurance), shall survive the termination of this License. No obligation which survives the term of this License shall give Licensee any possessory interest in any Licensed Premises nor have the effect of extending the term of this License.

Section 14.14. Authority. Licensee represents and warrants that Licensee has the capacity and authority to enter into this License. If Licensee is a corporation, Licensee represents and warrants it is a duly organized and validly existing corporation in good standing and that the person executing this License has the requisite authority to bind the corporation to the terms of this License. If Licensee is a partnership, Licensee represents and warrants that it validly exists and that the person executing this License has the requisite authority to bind the partnership to the terms of this License.

Section 14.15. Real Estate Broker. Each party shall be responsible for paying any broker(s) it engaged and shall indemnify the other party against and hold it harmless from any claim, damage, liability or expense, such as commission claims and attorney fees, arising out of any assertion of its having dealt with any broker with respect to this transaction.

IN WITNESS WHEREOF, the parties hereto have signed this Master In-Store License as of the day and year first above written.

ANGEL NAILS ENTERPRISES LLC

LICENSEE

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Its: _____

Its: _____

“Licensee”

EXHIBIT A

[Depiction of Licensed Premises outlined in red]

<u>Meijer Store #</u>	<u>Store Address</u>	<u>Licensed Premises Square Footage</u>
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EXHIBIT B

<u>License Year</u>	<u>Annual License Fee</u>	<u>Monthly License Fee</u>
1st		
2nd		
3rd		

EXHIBIT C

<u>Meijer Store #</u>	<u>Possession Date</u>	<u>Operation/Rent Commencement Date</u>	<u>Security Deposit</u>
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