IGA USA, INC.

LICENSE AGREEMENT

OWNER (NAME)

OWNER (SIGNATURE)

DATE OF AGREEMENT

ADDRESS OF STORE

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IGA USA, INC. LICENSE AGREEMENT FOR IGA STORES

 THIS LICENSE AGREEMENT (this "Agreement") is made and entered into as of the ______day of ______, 20____ by and between IGA USA, INC., a Delaware corporation whose principal business address is 8745 West Higgins Road, Suite 350 Chicago, Illinois 60631 ("we," "us," or "our"), and ______, whose principal business address is ______, whose principal business address is _______, """.

1. **PREAMBLES**

IGA Stores operate under the trademark "IGA" and other trademarks, service marks, logos and commercial symbols (the "Marks") and in accordance with certain formats, standards and inventory requirements for IGA brand products (the "System"). We grant to persons who meet our qualifications, and who are willing to undertake the investment and effort, a license to operate an IGA Store, offering IGA brand products ("IGA Products") and using the IGA System. You currently operate an IGA Store or you have applied for a license to operate and IGA Store, and we have accepted your application and have entered into this License Agreement with you.

2. ACKNOWLEDGEMENTS

You acknowledge that:

- (a) You currently operate an IGA Store, or you have independently investigated the IGA Store opportunity, and recognize that the business of an IGA Store may evolve and change over time;
- (b) An investment in an IGA Store involves business risks;
- (c) Your business abilities and efforts are vital to your success;
- (d) Attracting customers to your IGA Store will require consistent marketing efforts in your community;
- (e) Retaining customers for your IGA Store will require high level of customer service;
- (f) You are committed to maintaining our System Standards (defined in Section 10) and projecting an overall image of an IGA Store offering high quality products, services, neatness, cleanliness and sanitation;
- (g) Any information you have acquired from other IGA Stores regarding their sales, profit or cash flows is not information obtained from us, and we make no representation about that information's accuracy;
- (h) In all of their dealings with you, our officers, directors, employees and agents act only in a representative, and not in an individual capacity and business dealings between you and them are solely between you and us;
- (i) You have represented to us, to induce our entry into this Agreement, that all statements you have made and all materials you have given us are accurate and complete and that you have made no misrepresentations or material omissions; and
- (j) You have read this Agreement and understand and accept that its terms and covenants are reasonably necessary for us to maintain our high standards of quality and service, as well as the uniformity of those standards at each IGA Store and to protect and preserve the goodwill of the Marks

3. **<u>GRANT OF LICENSE</u>**

If you do not currently operate a retail grocery or convenience store, or if you currently operate a retail grocery or convenience store that is not an IGA Store, you agree to establish or convert and operate, a retail grocery or convenience store as an IGA Store at _____

(the "Premises"). Such IGA Store is hereinafter referred to as the "STORE." Subject to the terms of this Agreement, we herby grant to you the right to operate the STORE as an IGA Store and to use the System and the Marks in its operation at this specific location, for a term of one (1) year, commencing on the date of this Agreement. This Agreement will automatically renew on an annual basis unless either party notifies the other in writing at least thirty (30) days in advance of the renewal date that it elects not to renew the Agreement. This is the only right we are granting you. We are not granting to you rights to an exclusive or protected area around the STORE, any other territorial rights, any options or rights of first refusal for other IGA Stores, or any similar rights or protection. We (and our affiliates) have the right to engage in any other activities we deem appropriate, including, but not limited to, granting licenses and other rights for IGA Store at any locations and on any terms and conditions we deem appropriate. You agree not to operate the STORE from any site other than the Premises.

4. **<u>STORE DEVELOPMENT</u>**

You agree to develop the STORE in accordance with IGA Store guidelines, including size, layout, fixtures, equipment, décor and exterior and interior signs. In connection with the construction of a new store or the remodeling of an existing store, you agree to: prepare all required construction plans and specifications that comply with applicable ordinances, building codes, permits, licenses, lease requirements and restrictions.

5. **IGA EXTERIOR SIGNAGE**

At a minimum you agree to place an appropriate IGA sign (IGA in a Red Oval) prominently on the exterior of your store building. This sign shall be manufactured and installed in accordance with IGA published standards as to size, color and other specifications regarding IGA signs. You may, at your option, install additional IGA signs in your parking lot or on other authorized sites on your physical property. It is your obligation to secure necessary sign permits from the proper authorities regarding any exterior IGA signs. You may also affix other IGA signs, including Hometown Proud or Foodliner, to your building exterior, in accordance with IGA standards covering those signs. You also agree to enter into a lease that provides for (1) your purchase, on our behalf, of the sign face for each sign that will display one or more Marks, which we will own, and (2) your lease of each such sign face (and each replacement of such sign face) from our leasing company, in the form of Exhibit A to this Agreement.

6. **<u>STORE OPENING</u>**

You agree not to open the STORE for business as an IGA Store until we notify you in writing that the STORE meets our standards and specifications for an IGA Store and you provide us certificates for all required insurance policies.

7. <u>GUIDANCE</u>

We may advise you periodically regarding the operation of the STORE based on reports or our assessments. In addition, we **may** guide you with respect to standards, specifications and operating procedures and methods used by IGA Stores; purchasing fixtures, equipment, inventory and supplies; and advertising and marketing programs. We may guide you by means of written materials, electronic media, telephone and/or on-site consultation.

8. MARKS

Your right to use the Marks is derived only from this Agreement and is limited to your operation of the STORE as an IGA Store in compliance with this Agreement and all System Standards that we prescribe during its term. Your unauthorized use of the Marks is a breach of this Agreement and infringes our rights in the Marks. You acknowledge and agree that your use of the Marks and any goodwill established by that use are for our exclusive benefit and that this Agreement does not confer any goodwill or other interests in the Marks upon you (other than the right to operate the STORE as an IGA Store in accordance with this Agreement). You agree to the following:

- (a) You may not use any Mark as part of any corporate or legal business name, with any prefix, suffix, or other modifying words, terms, designs, or symbols (other than logos we have licensed to you); in selling any unauthorized products or services; as part of any domain name, electronic address, or search engine that you maintain on any electronic media (defined as the Internet, the World Wide Web or any other similar proprietary or common carrier electronic delivery system) or any other manner we have not expressly authorized in writing;
- (b) You may not use any Mark in advertising the transfer, sale, or other disposition of the STORE without our prior written consent;
- (c) You agree to display the Marks prominently at the STORE and on signs, displays, advertising, and other materials in compliance with our specifications;
- (d) You agree to give the notices of trade and service mark registrations that we specify and to obtain any fictitious or assumed name registrations required under applicable law;
- (e) You agree to notify us immediately of any apparent infringement or challenge to your use of any Mark, or of any person' claim of any rights in any Mark of which you are award, and not to communicate with any person other than us and our attorneys, and your attorneys, regarding infringement, challenge or claim;
- (f) We may take the action we deem appropriate (including no action) and control exclusively any litigation, U.S. Patent and Trademark Office proceeding, or other proceeding arising from any infringement, challenge, or claim otherwise concerning any Mark; and
- (g) You agree to sign any documents and take any other action that, in the opinion of our attorneys, are necessary or advisable to protect and maintain our interests in any litigation or Patent and Trademark Office or other proceeding or otherwise to protect and maintain our interests in the Marks.

9. CONFIDENTIAL INFORMATION

We possess (and will continue to develop and acquire) certain confidential information (the "Confidential Information") relating to developing and operating IGA Stores, which includes (without limitation) marketing and advertising programs for IGA Stores and knowledge of the operating results and financial performance of IGA Stores other than the STORE. Confidential Information is proprietary, includes our trade secrets, and is disclosed to you on the condition that you agree, and you do agree, that you will keep Confidential Information absolutely confidential during and for a period of three (3) years after the term of this Agreement and will adopt and implement the reasonable procedures that we prescribe to prevent unauthorized use or disclosure of Confidential Information.

10. COMPLIANCE WITH SYSTEM STANDARDS

You acknowledge and agree that operating and maintaining the STORE in accordance with the standards that we have developed for IGA Stores (the "System Standards") is essential to preserve the goodwill of the Marks and all IGA stores. Therefore, you agree at all times to operate and maintain the STORE in compliance with the System Standards, as we periodically modify and supplement them. We may incorporate System Standards in an operations manual for the development and operation of IGA Stores. The provisions of such operations manual shall be binding on you and us as if contained in this Agreement.

System Standards may regulate any one or more of the following:

- (a) The design, layout, décor, appearance and lighting, cleaning and sanitation, periodic remodeling and painting, replacing obsolete or worn-out leasehold improvements, fixtures and equipment, and interior and exterior signs and display materials;
- (b) IGA Products;
- (c) The participation in core marketing and promotional programs and materials and media used in these programs;
- (d) The use and display of the Marks;
- (e) Reporting to us the weekly sales and customer counts of the STORE;
- (f) Our inclusion and rights as an additional named insured under certain insurance policies insuring the operation of the STORE;
- (g) Complying with applicable laws, obtaining required licenses and permits, including alcoholic beverage sales licenses, adhering to good business practices, observing high standards of honesty, integrity, fair dealing, and ethical business conduct in all dealings with customers, suppliers, and us;
- (h) Notifying us if any action, suit, or proceeding is commenced against you or the STORE, or if you receive any report, citation, or notice regarding the STORE's failure to comply with any health or safety standard; and
- (i) Any other aspects of developing, operating and maintaining IGA Stores that we determine to be useful to preserve or enhance the goodwill of the Marks and IGA Stores.

11. ADVERTISING AND MARKETING

We encourage you to actively and continually advertise and promote the STORE. You may not use any IGA materials that do not include the designated IGA copyright and trademark

registration notices. You agree to participate in the core advertising, marketing events and promotional programs that we develop or approve for IGA Stores.

12. MONTHLY DUES

We will periodically establish monthly dues for one (1) or more classifications of IGA Stores, based on store retail sales, exclusive of sales taxes. You agree to pay to us directly or through a licensed distribution center during the first week of each month, the dues applicable to the STORE.

13. OUR RIGHT TO ASSESS THE STORE

To determine whether the STORE is complying with this Agreement and System Standards, we, or our agents, may perform an annual assessment of the STORE. You agree to cooperate fully with us, or our agent in performing the annual assessment of the STORE. We will provide to you in writing the results of the assessment and the overall rating of the STORE (from one (1) to five (5) stars). If the rating of the STORE is one (1) star, and identified deficiencies in IGA System Standards are not corrected within ninety (90) days of the date that a written notice of deficiency is delivered to you, we may terminate this license agreement.

14. YOUR RIGHT TO TRANSFER THIS AGREEMENT

You understand and acknowledge that the rights and duties that this Agreement creates are personal to you and that we have granted you the right to affiliate with the IGA Store network as an IGA Store in reliance upon our perceptions of the individual or collective character, skill, aptitude, attitude, business ability and financial capacity of your owners and management. Accordingly, neither this Agreement nor any interest in this Agreement may be transferred without our prior written approval, which will not be unreasonably withheld. Any transfer without our approval is a breach of this Agreement.

15. **TERMINATION OF THIS AGREEMENT**

You may terminate this Agreement at any time by giving us notice 30 days in advance of the date of termination of this Agreement. We may terminate this Agreement effective upon delivery of a notice of termination, if:

- (a) You or any of your owners have made a material misrepresentation or omission in acquiring your affiliation rights under this Agreement or make a material misrepresentation or omission in operating the STORE;
- (b) You abandon or fail to actively operate the STORE for forty-eight (48) or more hours, unless you close the STORE for a purpose we approve or because of casualty or government order;
- (c) Your surrender or transfer control of the STORE without our prior written consent;
- (d) Your engage in any dishonest, illegal, or unethical conduct that, in our reasonable opinion, adversely affects the STORE's reputation or the goodwill associated with the Marks, including, but not limited to, selling tobacco products or alcoholic beverages to minors or after permitted hours;
- (e) You make unauthorized assignment of this Agreement;

- (f) You lose the right to occupy a Premises;
- (g) You make any unauthorized use or disclosure of any other Confidential Information;
- (h) You violate any health, safety, sanitation, tobacco or alcoholic beverage sales law, ordinance, or regulation, or operate the STORE in an unsafe manner, and do not begin to cure the violation immediately and completely cure the violation within the time prescribed by law;
- (i) You mislabel, misbrand or adulterate any product;
- (j) You fail on three (3) or more separate occasions within any twelve (12) consecutive month period to comply with this Agreement and we notify you of such breaches, whether or not you correct any particular failure after our notice to you;
- (k) You fail to comply with any provision of this Agreement and do not correct the failure within thirty (30) day after we deliver to your written notice of the failure;
- (1) The STORE receives the grade of one (1) star in an annual assessment and the System Standards deficiencies noted in the assessment are not corrected with ninety (90) days after a one (1) star deficiency notice is delivered to you; and
- (m) You engage in bad faith in carrying out this Agreement's terms including, without limitation, making any untrue statement of material fact or any omission to state a material fact in any information, oral and written, you give us and your failure to make a good faith attempt to comply with this Agreement.

16. **<u>DE-IDENTIFICATION</u>**

If we or you terminate this Agreement or if this Agreement is not renewed:

- (a) You may not thereafter directly or indirectly at any time or in any manner identify the STORE, yourself or any other store or business as a current or former IGA Store, use any Mark, any colorable imitation of a Mark, or other indicia of an IGA Store in any manner or for any purpose, or use for any purpose any trade name, trade or service Mark, or other commercial symbol that indicates or suggests a connection or association with us;
- (b) You agree to return to us all signs that we or our affiliate own and have leased to you and to remove within thirty (30) days all other signs, sign-faces, sign-cabinets, marketing materials, forms, and other materials containing any Mark or otherwise identifying or relating to an IGA Store;
- (c) You agree that we may remove all signs, sign-faces, sign-cabinets, marketing materials, forms, and other material containing any Mark or otherwise identifying or relating to an IGA Store that you have not returned to us or removed within thirty (30) days; and
- (d) You agree that you will not order any additional IGA Products, provided that you may continue to offer and sell the IGA Products in the inventory of the STORE for thirty (30) days following the termination or expiration of this Agreement.

17. **RELATIONSHIP OF THE PARTIES**

You and we understand and agree that this Agreement does not create a fiduciary relationship between you and us, that you and we are and will be independent contractors, and that nothing in this Agreement is intended to make either you or us the other's general or special agent, joint venturer, partner or employee for any purpose. You agree to identify yourself conspicuously in all dealings with customers, suppliers, public officials, STORE personnel, and others at the STORE as the STORE's owner under a license we have granted to you and to place notices of independent ownership on the forms, business cards, stationery, advertising and other materials we may periodically require. You and we may not make any express or implied agreements, warranties, guarantees or representations, or incur any debt, in the name or on the behalf of the other. We will not be obligated for any damages to any person or property directly or indirectly arising out of the operation of the STORE or the business you conduct under this Agreement. We will have no liability for any sales, use, service, occupation, excise, gross receipts, income, property or other taxes, whether levied upon you or the STORE, or due to the business you conduct, except for taxes we are required by law to collect from you for purchases from us.

18. **INDEMNIFICATION/INSURANCE**

You agree to indemnify, defend, and hold harmless us, our affiliates, and our and their respective shareholders, directors, officers, employees, agents, successors and assignees (collectively, "Indemnified Parties") against, and to reimburse any one or more of the Indemnified Parties for, all third party claims, any and all taxes, and any and all claims and liabilities directly or indirectly arising from the operation of the STORE, including claims or holdings that we were directly, indirectly or vicariously negligent in any degree. For purposes of this indemnification, the reference to "claims and liabilities" (collectively called "Claims" and individually called a "Claim") means all obligations and damages (actual, consequential, or otherwise) suffered as a result, and costs reasonably incurred in defending, any claim asserted against any of the Indemnified Parties, including, without limitation, reasonable accountants', arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, other expenses of litigation, arbitration, or alternative dispute resolution, and travel and living expenses. Each Indemnified Party may defend any claim against it at your expense and agree to settlements or take any other remedial, corrective or other actions.

An Indemnified Party need not seek recovery form an insurer or other third party, or otherwise mitigate its losses and expenses, in order to maintain and recover fully a claim against you. You agree that a failure to pursue such recover or to mitigate a loss will not reduce or alter the amounts that an Indemnified Party may recover from you. This indemnity will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement. You agree that we will be named as an additional insured under the STORE's general liability insurance policy and that you will periodically furnish evidence of your insurance coverage and our status as additional insured upon our request. Compliance with the foregoing requirement relating to our general liability insurance shall not abrogate or diminish your obligations to indemnify us as provided in this Section.

19. SEVERABILITY OF THE PROVISIONS OF THIS AGREEMENT

Except as expressly provided to the contrary in this Agreement, each section, paragraph, term, and provision of this Agreement is sever able, and if, for any reason, any part is held to be invalid or contrary to or in conflict with any applicable present or future law or regulation in a final, unappealable ruling issued by any court, agency or tribunal with competent jurisdiction, that ruling will not impair the operation of, or otherwise affect, any other portions of this Agreement, which will continue to have full force and effect and bind the parties.

20. WAIVER OF OBLIGATIONS

You and we may by written instrument unilaterally waive or reduce any obligation of or restriction upon the other under this Agreement, effective upon delivery to the other of written notice or another effective date stated in the waiver notice. Any waiver granted will be without prejudice to any other rights we or you have, will be subject to our and your continuing review, and may be revoked at any time and for any reason, effective upon delivery to you or us of ten (10) days prior written notice. No custom or practice at variance with this Agreement, our or your failure, refusal or neglect to exercise any right under this Agreement or to insist upon the other's compliance with this Agreement, including, without limitation, any System Standard, our waiver of or failure to exercise any right, power or option, whether of the same, similar or different nature, with respect to other IGA Stores, or the existence of license or other agreements with IGA Stores that contain provisions different from those contained in this Agreement shall waive or impair any right, power, or option reserved in this Agreement including, without limitation, our right to demand compliance with every term, condition, and covenant or to declare any breach to be a default and to terminate this Agreement before its term expires.

21. **ARBITRATION**

You and we agree that, except for controversies, disputes or claims related to or based on your use of the Marks after this Agreement expires or is terminated, all controversies, disputes or claims between us and our affiliates, and our respective shareholders, officers, directors, agents and/or employees, and you (and/or your owners, guarantors, affiliates, and/or employees) arising out of or related to this Agreement or any other agreement between you and us, or our relationship with you, the validity of this Agreement or any other agreement between you and us, or any System Standard, must be submitted for binding arbitration to the American Arbitration Association ("AAA"). We and you each have the right in a proper case to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction, provided that we and you must contemporaneously submit the dispute for arbitration on the merits as provided in this Section.

The arbitration proceedings will be conducted by one (1) arbitrator and, except as this Section otherwise provides, according to the AAA's then current commercial arbitration rules. The arbitrator shall select a suitable site for the arbitration proceedings, which must be within ten (10) miles of our then existing principal business address. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§1 <u>et seq.</u>) and not by state arbitration law. The arbitrator may not consider any settlement discussions or offers that might have been made by either you or us. We and you agree that arbitration will be conducted on an individual, not a class-wide, basis and that an arbitration proceeding between us and our affiliates, and our respective shareholders, officers, directors, agents, and/or employees, and you (and/or your owners, affiliates and/or employees) may not be consolidated with any other arbitration proceeding between us and any other person. Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction. This Section is intended to benefit and bind certain third party non-signatories and will continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

22. COSTS AND ATTORNEYS' FEES

The prevailing party in an arbitration or judicial proceeding between you and us, our respective affiliates, or our, your, and their shareholders, owners, officers, directors, agents or employees

will be entitled to recover all costs incurred in that proceeding, including reasonable attorneys' fees. The decision-maker will decide who is the prevailing party for purposes of this Section. If we incur expenses due to your failure to comply with this Agreement, you agree, whether or not we initiate a legal proceeding, to reimburse us for any of the costs and expenses that we incur, including, without limitation, reasonable accounting and attorneys' fees.

23. **<u>RIGHTS OF PARTIES ARE CUMULATIVE</u>**

Our and your rights under this Agreement are cumulative, and our or your exercise or enforcement of any right or remedy under this Agreement will not preclude our or your exercise or enforcement of any other right or remedy under this Agreement that we or you are entitled by law to enforce.

24. GOVERNING LAW

All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§1 <u>et seq.</u>). Except to the extent governed by the Federal Arbitration Act, the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 <u>et seq.</u>), or other federal law, this Agreement, our and your affiliation, and all claims arising from the relationship between you and us will be governed by the laws of the State of Illinois, without regard to its conflict of laws rules.

25. CONSENT TO JURISDCTION

Subject to Section 21, you and your owners agree that all actions arising under this Agreement or otherwise as a result of the relationship between you and us must commenced in the state, and in the state or federal court of general jurisdiction closest to where our principal business address then is located, and you (and each of your owners) irrevocably submit to the jurisdiction of those courts and waive any objection you (or your owners) might have to either the jurisdiction of or venue in those courts, provided that we may enforce this Agreement and any arbitration orders and awards in the courts of the state or states in which you are domiciled or the STORE is located.

26. WAIVER OF PUNITIVE DAMAGES AND JURY TRIAL

Except for your obligation to indemnify us for third party claims under Section 18 and claims we bring against you for your unauthorized use of the Marks or unauthorized use or disclosure of any confidential information, we and you and your respective owners waive to the fullest extent permitted by law any right to or claim for any punitive or exemplary damages against the other and agree that, in the event of a dispute between us and you, the party making a claim will be limited to equitable relief and to recovery of any actual damages it sustains or damages recoverable under an applicable statute. You and we irrevocably waive trial by jury in any action, proceeding, or counterclaim, whether at law or in equity, brought by either you or us.

27. **BINDING EFFECT**

This Agreement is binding upon us and you and our and your respective executors, administrators, heirs, beneficiaries, assigns and successors in interest and may not be modified except by a written agreement signed by both you and us.

28. <u>LIMITATIONS OF CLAIMS</u>

Any and all claims arising out of or relating to this Agreement or our relationship with you will be barred unless an arbitration or judicial proceeding is commenced within one (1) year from the date on which the party asserting the claim knew or should have known of the facts giving rise to the claims.

29. CONSTRUCTION

The preambles are a part of this Agreement, which constitutes our and your entire agreement, and there are no other oral or written understandings, agreements or representations between us and you relating to the subject matter of this Agreement. Any policies that we periodically adopt and implement to guide our decision-making are subject to change, are not a part of this Agreement, and are not binding on us. Except as provided in Sections 21 and 27, nothing in this Agreement is intended or deemed to confer any rights or remedies upon any person or legal entity not a party to this Agreement. The headings of this Agreement's sections are for convenience only and do not define, limit, or construe their contents. References in this Agreement to "we," "us," and "our," with respect to all of our rights and your obligations to us under this Agreement, include any of our affiliates with whom you deal. The term "affiliate" means any person or entity directly or indirectly owned or controlled by, under common control with, or owning or controlling you or us. "Control" means the power to direct or cause the direction of management and policies. This Agreement may be executed in multiple copies, each of which will be deemed an original.

30. <u>NOTICES</u>

All written notices and reports permitted or required to be delivered by the provisions of this Agreement will be deemed so delivered at the time delivered by hand; at the time delivered by transmission by facsimile or other electronic system, if the sender has confirmation of successful transmission; two (2) business days after being placed in the hands of a commercial courier service for next business day delivery; and three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid; and must be addressed to the party to be notified at its most current principal business address of which the notifying party has notice.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement effective on the date stated on the first page above.

IGA USA, INC., a Delaware corporation	LICENSEE		
By:	[N]]		
Its:	[Name]		
	By:		
	Its:		
DATED:	DATED:		



Date:				
Agent Name:				
Company Name:				
Address:				
City:	S	tate:	Zip	
Phone:	Fa	ax:		
Dear	,			
Please add IGA and IGA policy and provide proo			d on my comprehensive nd to:	general liability
IGA, INC., Licensing D	8745 West Higgir	ns Rd.		
	Suite 350 Chicago, IL 6063 Fax: 773-693-184			
Thank you,				
(owner)			(store name)	
(city, state, zi				