

#S0050125 AMENDMENT TO LICENSE AGREEMENT

THIS #S0050125 AMENDMENT TO LICENSE AGREEMENT ("Amendment") is made this 6/4/2014 11:30:36 AM ("Effective Date") by and between Lansing Mall, Lansing ("Licensor") and ICARE REPAIR ("Licensee").

Licensor and Licensee have each determined that an amendment of that certain License Agreement #S0044975 dated 4/9/2014 ("License Agreement") is necessary and appropriate under the circumstances.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, and in consideration of the mutual covenants and agreements set forth in this Amendment, hereby agree that effective as of the Effective Date: 6/4/2014 11:30:36 AM

1. Term. Section 2 of the License Agreement is hereby amended by modifying the term from months and days to 25 months and 31 days.

2. Fees. Certain fees payable by Licensee to Licensor under the License Agreement shall be amended as follows:

(a) Section I of the License Agreement regarding License Fees is hereby deleted in its entirety and the following inserted in lieu thereof:

(b) Percentage Rent. Section II of the License Agreement regarding Percentage Rent is hereby deleted in its entirety and the following inserted in lieu thereof:

(d) Total Fees. Section IV of the License Agreement regarding Total Fees is hereby deleted in its entirety and the following inserted in lieu thereof:

License Fees

I. \$72559 (Total License Fee)

- \$2,809.00 per month payments due on the 1st of each month from 10/01/14 and ending 10/31/14
- \$2,809.00 per month payments due on the 1st of each month from 11/01/14 and ending 09/30/15
- \$2,977.00 per month payments due on the 1st of each month from 10/01/15 and ending 10/31/16

Breakpoint / Percentage Rent

- Starting 10/01/14 and ending 10/31/14, 10.00% of all gross sales and revenues in excess of \$28,090.00 per month (percentage license fee payable by the 5th day of each month).
- Starting 11/01/14 and ending 09/30/15, 10.00% of all gross sales and revenues in excess of \$28,090.00 per month (percentage license fee payable by the 5th day of each month).
- Starting 10/01/15 and ending 10/31/16, 10.00% of all gross sales and revenues in excess of \$29,770.00 per month (percentage license fee payable by the 5th day of each month).

Licensee will keep in complete confidence and not divulge the existence, contents or provisions of this Agreement to anyone without the written consent of Licensor (unless Licensee is ordered to do so by a court of law and/or administrative body). A breach of this covenant of confidentiality will be deemed a default, and in addition to subjecting Licensee to all of Licensor's rights and remedies under the License, at law and in equity, will result in the automatic termination of the License Fee Abatement period and Licensee's immediate payment to Licensor of the Shortfall without further notice of Licensee.

Initial here 

3. Miscellaneous. Terms used but not otherwise defined in this Amendment have the meanings set forth in the License Agreement. The section headings in this Amendment are for convenience only and have no legal or contractual effect

4. Ratification; Interpretation, Integration, Further Amendment; Headings. Except as expressly modified by the terms and conditions of this Amendment, each and every one of the terms and conditions of the License Agreement is hereby ratified and confirmed, and remains in full force and effect. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the original License Agreement, the terms and conditions of this Amendment shall govern. This Amendment, together with the License Agreement, represents the complete understanding between Licensor and Licensee with respect to the subject matter hereof, and supersedes all prior negotiations, representations, promises, statements or agreements, whether written or oral, between Licensor and Licensee as to the matters set forth in this Amendment and the License Agreement. This Amendment and the License Agreement may only be amended by an instrument in writing executed and delivered by the duly authorized representatives of Licensor and Licensee.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have set their hands as of the day and year first above mentioned.

Licensee

ICARE REPAIR
[Signature]
By _____
Owner
Title _____

6/23/14
Date

Licenser

Lansing Mall, Lansing
[Signature]
Title _____
gm

06.23.14
Date

If Licensee is a CORPORATION, an authorized officer must sign on behalf of the corporation and indicate the capacity in which he/she is signing. The License must be executed by the president or vice-president, unless the bylaws or a resolution of the board of directors shall otherwise provide, in which event, the bylaws or a certified copy of the resolution, as the case may be, must be attached to this License. Also, the appropriate corporate seal must be affixed.