

return any deposits and prepaid amounts to Tenant. If Landlord elects to pursue such Government Approvals on Tenant's behalf, but is unable to obtain such Governmental Approvals on terms satisfactory to Tenant within an additional ninety (90) day period, then either Landlord or Tenant shall have the right to terminate this Lease upon written notice to the other, and thereafter, neither party shall have any rights or liabilities under this Lease, and Landlord shall return any deposits and prepaid amounts to Tenant. In addition, if a Government Approval is not renewed or are revoked during the Term of this Lease due to Landlord's conduct, Tenant shall have the right to terminate this Lease and Tenant shall be entitled to pursue such other rights and remedies as may be available at law or in equity. Tenant shall vacate the Premises within thirty (30) days after the exercise of an option to terminate as herein provided.

18. **OUTDOOR SEATING.** If such seating is permitted by the local authorities, Tenant may provide outdoor seating for its customers on property owned by Landlord adjacent to the Premises as shown on Exhibit B-1 at any time during the Term of this Lease at no additional rental. Tenant, at its cost, shall comply with all relevant state, municipal or local laws, regulations, rules or ordinances applicable to its operations in the outdoor seating, and obtain all necessary permits or licenses for the same. Tenant shall take reasonable steps to keep the outdoor seating area exclusively serving its customers reasonably clean and neat.

19. Intentionally Deleted

20. **TENANT'S USE OF COMMON AREAS.** Tenant shall have the right to use any and all appurtenances and easements benefiting the Premises and the Shopping Center, along with sufficient Common Areas and parking to support its intended use of the Premises, including such portions as are necessary for Tenant's operation of the drive-through facility, including necessary stacking lanes. In addition to the foregoing, Tenant shall have the right of access to such portions of the Shopping Center outside the Premises as are necessary to enable Tenant to exercise its rights under this Lease. Landlord shall not allow any permanent or temporary kiosk, cart, or other obstruction to be constructed or placed on the Property within one hundred fifty (150) feet of the Premises. Any changes, additions or alterations to the Premises, the Property or the Shopping Center shall not (a) impair access to, visibility of or frontage of the Premises; (b) materially affect the conduct of Tenant's customary business therein; or (c) detract from Tenant's signage, create confusion regarding the business conducted in the Premises, or adversely affect the presentation of Tenant's exterior signage and storefront. In the event of any such interference, in addition to Tenant's other rights and remedies under applicable law and this Lease, the Base Rent and Annual Additional Rent shall be equitably abated based on the degree of interference with Tenant's business.

21. **PARKING AND ACCESS.** At no expense to Tenant and/or its employees or customers, Landlord shall provide all parking for Tenant's employees and customers (and Landlord shall apply for and obtain all variances in connection therewith), as needed to meet all code and permitting requirements for Tenant's anticipated use throughout the Term. Other than de minimus changes, Landlord shall not vary or permit to be varied the existing means of ingress and egress to the Shopping Center and the Property. Landlord shall not reduce the number of parking spaces below that which is required by law for Tenant to maintain its permit to use and

occupy the Premises or realign the parking spaces in a manner that makes them substantially less accessible to the Premises.

22. **TRASH REMOVAL.** Landlord shall provide a lawful location on the Property, as shown on Exhibit B-1, enclosed if required by code or Exhibit C and convenient to the Premises, for a three or four cubic-yard trash container and recycling bins for trash disposal and recycling exclusively for Tenant's use; or, if Tenant is sharing a trash dumpster supplied by Landlord, such shared dumpster shall be adequate for Tenant's use, and Tenant's proportional share of the costs of such dumpster based on the square footage of Tenant's store compared to the total square footage of all tenants sharing the trash dumpster, shall be deemed an Operating Expense.

23. **GENERAL PROVISIONS.**

23.1 Estoppel Certificate. Tenant shall, no more than twice in any Lease Year and upon not less than twenty (20) days prior written notice from Landlord, execute, acknowledge and deliver to any prospective purchaser or mortgagee, or to Landlord on such party's behalf a statement in writing on Tenant's standard form or on such other form as is acceptable to Tenant, (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect); (b) stating the date to which the Base Rent and other charges are paid and the amount of any security deposit held by Landlord, if any; and (c) acknowledging that there are not, to the actual knowledge of the person executing such certificate, any uncured defaults on the part of Landlord hereunder, or specifying such defaults, if any, which are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Such certificates shall not affect, prejudice or waive any rights or remedies of Tenant against Landlord.

23.2 Landlord's Interests. Landlord represents and warrants to Tenant that as of the Commencement Date, (a) Landlord owns and holds fee title in and to the Shopping Center, the Premises and the Property enabling Landlord to enter into an enforceable lease with Tenant on the terms and conditions contained herein; (b) the real property identified on Exhibit A contains the Premises described in Section 1; (c) other than as set forth in that certain Declaration of Covenants, Conditions, Restrictions and Easements for Savannah Crossings between Wal-Mart Stores, Inc. and Landlord (the "CC&R's", a draft copy of which has been provided to Tenant, there are no encumbrances, liens, agreements, covenants in effect that would limit Tenant's rights or augment Tenant's obligations hereunder; and Landlord further represents and warrants that it will not enter into any such encumbrances, liens, agreements or covenants that do so or amend or change the draft CC&R's to do so ; (d) Landlord is unaware of any impending condemnation plans, proposed assessments or other adverse conditions relating to the Property. Landlord will indemnify and hold Tenant harmless if any of the foregoing representations and warranties prove to be untrue. The term "Landlord" as used herein shall mean only the owner or owners, at the time in question, of the fee title (or a tenant's interest in a ground lease) of the Premises. In the event of an assignment or transfer of this Lease by Landlord for other than security purposes, Landlord shall cause its assignee or transferee to assume the provisions of this Lease and Landlord shall deliver notice of such assignment or transfer and upon request a copy

of the effective instrument of transfer to Tenant within fifteen (15) days after the date of transfer. Tenant shall be entitled to continue to pay rent and give all notices to Landlord until Tenant has received the foregoing from Landlord. Landlord shall deliver all funds in which Tenant has an interest, including but not limited to Tenant's security deposit, if any, to Landlord's purchaser or assignee. From and after a sale of the Premises or the Shopping Center, Landlord shall be released from all liability toward Tenant arising from this Lease because of any act, occurrence or omission of Landlord's successors occurring after the transfer of Landlord's interest in this Lease, provided Landlord's purchaser or assignee expressly assumes Landlord's duties and covenants under this Lease. Nothing herein shall be deemed to relieve Landlord of any liability for its acts, omissions or obligations occurring or accruing up to and including the date of such transfer. Notwithstanding the provisions of the CC&R's regarding prohibition on the sale of food for off premises consumption, Landlord represents and warrants to Tenant that Tenant is a restaurant as contemplated by the terms of the CC&R's and therefore is exempt from the prohibition on such sales.

23.3 Authority. Each of Landlord and Tenant hereby represents and warrants that this Lease has been duly authorized, executed and delivered by and on its behalf and constitutes such party's valid and binding agreement in accordance with the terms hereof.

23.4 Severability. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

23.5 Time of Essence. Time is of the essence to the parties executing this Lease.

23.6 Interpretation. Article and section headings are not a part hereof and shall not be used to interpret the meaning of this Lease. This Lease shall be interpreted in accordance with the fair meaning of its words and both parties certify they either have been or have had the opportunity to be represented by their own counsel and that they are familiar with the provisions of this Lease, which provisions have been fully negotiated, and agree that the provisions hereof are not to be construed either for or against either party as the drafting party.

23.7 Incorporation of Prior Agreements; Amendments. This Lease contains all agreements of the parties as of the date hereof with respect to any matter mentioned herein. No prior agreement, correspondence or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof. This Lease may be modified only in writing, signed by the parties in interest, at the time of the modification. Landlord specifically acknowledges that Tenant's employees at the Premises do not have authority to modify the Lease or to waive Tenant's rights hereunder.

23.8 Waivers. No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant or Landlord of the same or any other provision. A party's consent to or approval of any act shall not be deemed to render unnecessary obtaining such party's consent to or approval of any

identify themselves to Tenant's personnel immediately upon entering the Premises, and (b) shall not, in any way, materially or unreasonably affect, interrupt or interfere with Tenant's use, business or operations on the Premises or obstruct the visibility of or access to the Premises. In the event of substantial, material or unreasonable interference, and Tenant closes for business from the Premises, the Base Rent and Annual Additional Rent all shall be abated beginning on the third day of such closure until the earlier of: (a) Tenant's reopening for business from the Premises, or (b) the end of such interference. In the event such interference shall continue for longer than six (6) months, Tenant shall have the option to terminate this Lease or continue to operate with rent abatement after such interruption has ceased for a time period equal to the time period of such interruption.

23.15 Only Landlord/Tenant Relationship. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent, partnership, joint venturer or any association between Landlord and Tenant. Landlord and Tenant expressly agree that neither the method of computation of rent nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

23.16 Attorneys' Fees. If either party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, proceeding, trial or appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the court.

23.17 Force Majeure. In the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Lease to be performed by such party (a "Required Act"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God (a "Force Majeure Event"), then the performance of such Required Act shall be excused for the period of delay, and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Lease, the financial inability of Landlord or Tenant to perform any Required Act, including (without limitation) failure to obtain adequate or other financing, shall not be deemed to constitute a Force Majeure Event. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (i) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (ii) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood or other natural phenomena of normal intensity for the locality where the Premises is located.

23.18 Confidentiality of Lease. From and after the date lease negotiations were entered into and throughout the Term of this Lease, the parties shall not disclose any of the terms, covenants, conditions or agreements set forth in the letters of intent or in this Lease or any amendments hereto, nor provide such correspondence, this Lease, any amendments hereto or any copies of the same, nor any other information (oral, written or electronic) which is communicated by or on behalf of Tenant or on behalf of Landlord relating to Tenant's proposed development of the Premises (including, without limitation, architectural plans, specifications, site plans and drawings) or Tenant's business, to any person including, without limitation, any brokers, any other tenants in the Shopping Center or any affiliates, agents or employees of such tenants or brokers except as set forth herein, without Tenant's written consent or except as ordered by a court with appropriate authority provided Landlord seeks available protective orders. Landlord hereby acknowledges that the disclosure of the foregoing to any third party would cause material damage to Tenant, and Landlord agrees to indemnify, save and hold Tenant harmless from and against any and all damages suffered by Tenant which are attributable to any disclosure by Landlord in violation of the terms of this provision. Notwithstanding the foregoing, Landlord may disclose the terms of this Lease to those of its partners, employees, consultants, attorneys, accountants, current or potential mortgagees, lenders or purchasers of the Property who agree to be bound by the terms of this Section and Tenant may disclose the terms of this Lease to those of its partners, employees, consultants, attorneys, accountants and current or potential lenders, assigns or subtenants who agree to be so bound.

23.19 Brokers. Landlord agrees to pay a brokerage commission to Metro Commercial Real Estate for services provided in connection with this Lease in accordance with the terms of a separate commission agreement. Except as specifically identified in this Section, Landlord and Tenant each represent to the other that they have not dealt, directly or indirectly, in connection with the leasing of the Premises, with any other broker or person entitled to claim a commission or leasing fees. In no event may this Lease be construed to create any express or implied obligation on the part of Tenant to perform this Lease on behalf of any broker (or any person claiming a commission or leasing fee) as primary obligee or as a third party beneficiary. Landlord and Tenant each shall indemnify and hold each other harmless from any loss, liability, damage, or expense (including without limitation reasonable attorneys' fees) arising from any claim for a commission or leasing fee arising out of this transaction made by any unidentified broker or other person with whom such party has dealt.

23.20 Consents. Whenever the right of approval or consent is given to a party pursuant to this Lease, that party shall not unreasonably withhold, condition or delay its consent unless this Lease expressly provides otherwise.

23.21 Waiver of Jury Trial. With respect to any litigation arising out of or in connection with this Lease, Landlord and Tenant hereby expressly waive the right to a trial by jury.

23.22 Other Stores. Notwithstanding anything in this Lease to the contrary, under no circumstances do the parties to this Lease intend to limit or otherwise affect in any way the ability or right of Tenant and Tenant's affiliates to open, operate, merchandise or close any stores anywhere, regardless of the proximity to the Premises or the potential or actual affect of

the opening, operation, merchandising or closing of such stores, and further regardless of any obligations or rights based on the sales generated at the Premises expressly set forth in this Lease. Without limiting the generality of the foregoing, the parties confirm that neither Tenant nor its affiliates are subject to a so-called "continuous operation clause", "operating covenant", "radius restriction" or similar limitation in favor of Landlord or its affiliates.

23.23 Rules and Regulations Attached hereto as Exhibit F are the rules and regulations for the Shopping Center. Tenant agrees to abide by such rules and regulations. Landlord shall not enforce such rules and regulations in a discriminatory manner. Landlord agrees that any amendments to such rules and regulations shall not materially increase Tenant's obligations hereunder or materially decrease Tenant's rights hereunder.

23.24 OFAC Certification. Landlord and Tenant certify that, to the best of their knowledge (i) neither is acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated national and Blocked Person", or other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and (ii) neither is engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation.

24. **QUIET ENJOYMENT.** Without limiting any rights Tenant may have by statute or common law, Landlord covenants and agrees that, so long as this Lease is in full force and effect, Tenant shall lawfully and quietly hold, occupy and enjoy the Premises during the Term of this Lease without disturbance by Landlord or by any person having title paramount to Landlord's title or by any person claiming through or under Landlord.

25. **NOTICES.** Whenever a provision is made under this Lease for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and served either personally or sent by United States mail, certified, postage prepaid, or by pre-paid nationally recognized overnight courier service, addressed at the addresses set forth below or at such address as either party may advise the other from time to time.

To Landlord at: Inland Commercial Property Management, Inc.  
2901 Butterfield Road  
Oak Brook, Illinois 60523  
Attn: D. Scott Carr, President

With a copy to: Lawrence M. Freedman, Esq.  
Ash, Anos, Freedman & Logan, LLC  
77 W. Washington Street  
Chicago, Il. 60602

And a copy to: TMK Development

Number: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

On this 21st day of August, 2007, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Samantha Dorfman, to me known to be the Vice President of STARBUCKS CORPORATION, a Washington corporation, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year this certificate above written.



NOTARY PUBLIC, in and for the State  
of Washington, residing at King County  
Commission expires: 3/29/2011  
Print Name: Kevin D. Cobb

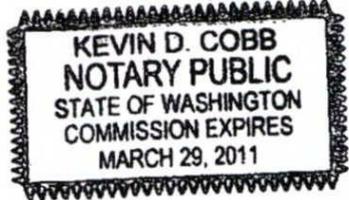


EXHIBIT A  
LEGAL DESCRIPTION

SEE ATTACHED

OWNER'S POLICY (1992)  
SCHEDULE A (CONTINUED)

POLICY NO.: 1410 000483131 KA

## 5. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 35, AND THAT PART OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 39 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE SECTION LINE 7.38 CHAINS NORTH OF THE SOUTHWEST CORNER OF SAID SECTION 36, SAID POINT BEING IN THE CENTER OF THE STATE ROAD; THENCE SOUTH 83 DEGREES WEST ALONG CENTER OF THE STATE ROAD 6.65 CHAINS; THENCE NORTH 5.27 CHAINS; THENCE NORTH 89.5 DEGREES WEST 9.43 CHAINS; THENCE NORTH 3.5 DEGREES WEST 18.68 CHAINS; THENCE EAST 16.82 CHAINS TO THE SECTION LINE; THENCE CONTINUING EAST 8.40 CHAINS; THENCE NORTH 3.29 CHAINS; THENCE NORTH 84 DEGREES EAST TO THE WESTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD NUMBER 77 AS RECORDED PER PLAT OF HIGHWAY DATED 1969; THENCE SOUTH ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO CENTER OF AFORE SAID STATE ROAD; THENCE SOUTHWESTERLY ALONG SAID CENTER OF STATE ROAD TO THE POINT OF BEGINNING (EXCEPT THAT PART LYING WITHIN PUBLIC HIGHWAYS REFERRED TO HEREON AS WAGNER ROAD AND STATE ROUTE NUMBER 56 "BUTTERFIELD ROAD"), IN THE CITY OF AURORA, KANE COUNTY, ILLINOIS.

THIS POLICY VALID ONLY IF SCHEDULE B IS ATTACHED.

OPLA193

DJN 01/10/06 16:13:08

STARBUCKS

EXHIBIT B

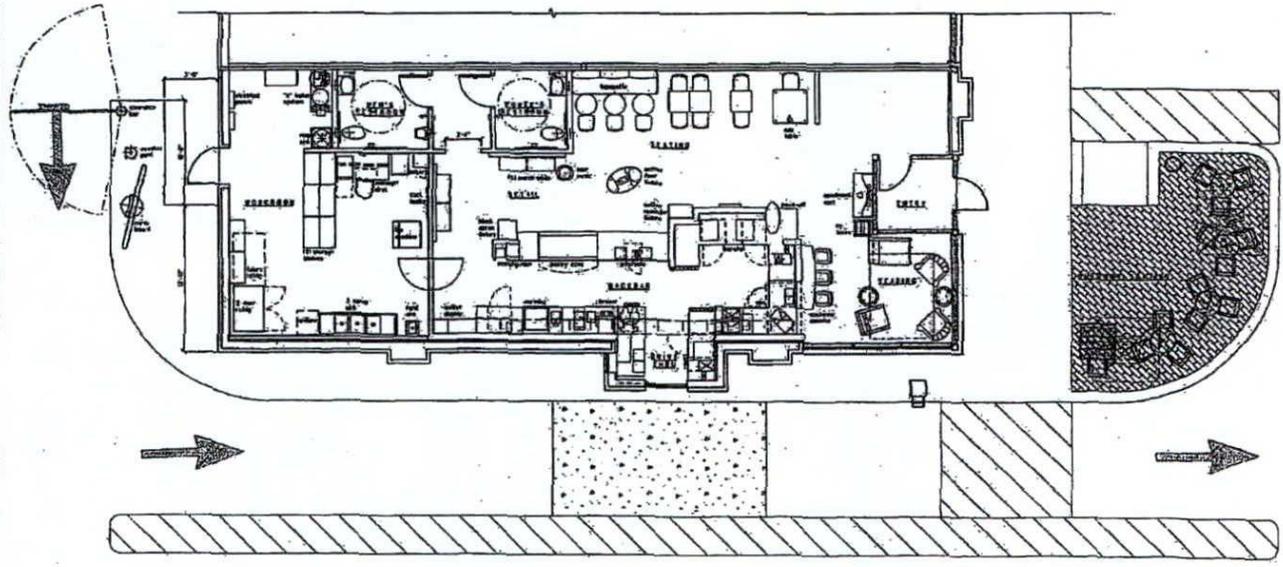
SITE PLAN

EXHIBIT B-1

TENANT'S APPROVED PRELIMINARY SCHEMATIC AND SIGNAGE

STARBUCKS

B-1



**PROJECT INFORMATION**

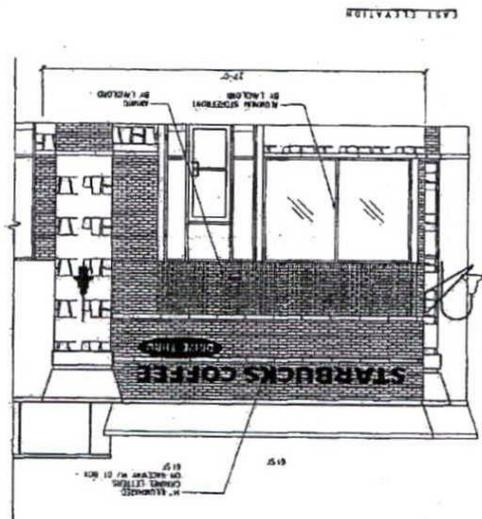
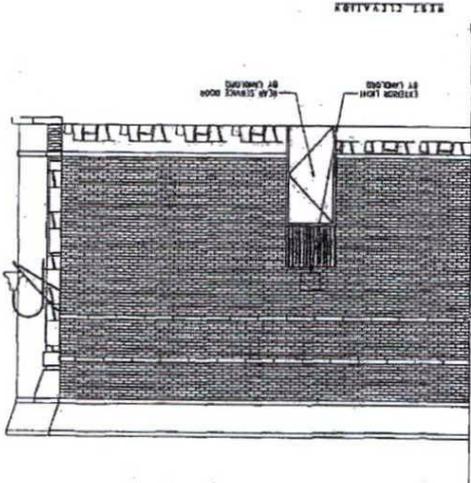
AREA: 1925-SF  
 STORE TYPE: V2-DT-WB  
 PALETTE: CLASSICO  
 INDOOR SEATING: 20  
 OUTDOOR SEATING: 13

**STARBUCKS  
 COFFEE COMPANY**  
 2401 UTAH AVENUE SOUTH - 8th FLOOR  
 SEATTLE, WASHINGTON 98134  
 STORE: AURORA  
 ADDRESS: KIRK & BUTTERFIELD  
 PROJECT CODE: 26109-001

SHEET TITLE: FLOOR PLAN	
DATE: 05/22/07	DRAWN BY: MC
SCALE: NTS	SHEET:



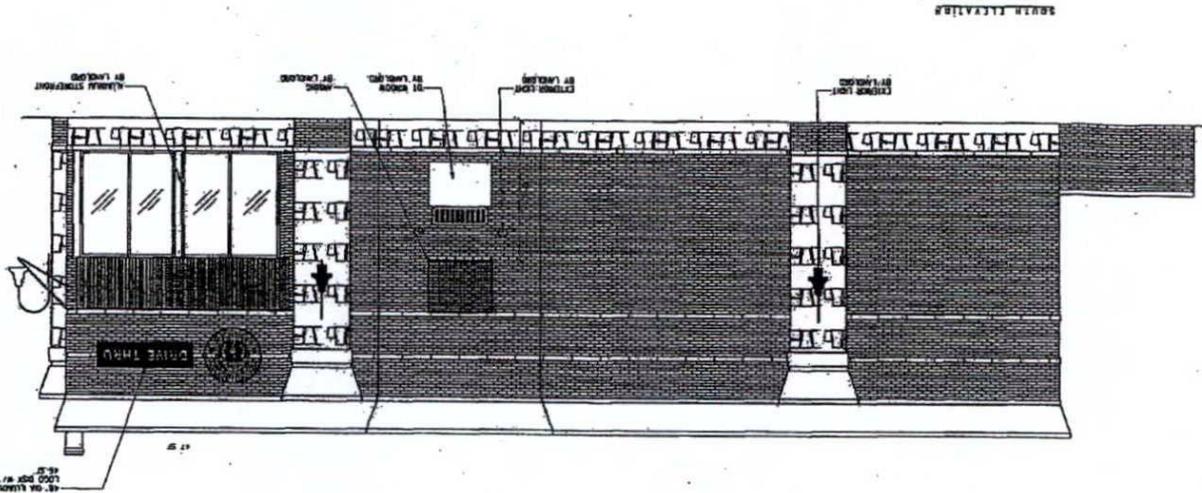
PROJECT CODE: 28108-001	
STORE: AURORA	
ADDRESS: KIRK & BUTTERFIELD	
3401 UTAH AVENUE SOUTH - 2ND FLOOR	
SEATTLE, WASHINGTON 98134	
DATE:	DRAWN BY:
07/18/07	MC
SCALE:	NTS
1/8" = 1'-0"	
SHEET TITLE:	
ENTRANCE ELEVATION	



B-1

SHEET TITLE EXTERIOR ELEVATION		DATE: DRAWN BY: MC		PROJECT CODE: 2516001	
SHEET NO.:		DATE: 07/14/07		PROJECT CODE: 2516001	
SCALE:		DRAWN BY: MC		PROJECT CODE: 2516001	
NTS		DATE: 07/14/07		PROJECT CODE: 2516001	

**STARBUCKS**  
**COFFEE COMPANY**  
3401 6TH AVENUE SOUTH - 8th FLOOR  
SEATTLE, WASHINGTON, 98104  
STONE AURORA  
ARCHITECTS, INC. & PARTNERS



B-1

48 - 0A K14000123  
1000 304 W. 8. ST. BOX  
25 07

EXHIBIT C  
CONSTRUCTION REQUIREMENTS

CSI #	Scope Category	Detail
02580	Site Electrical Distribution (continued)	<ul style="list-style-type: none"> <li>Service drop from the utility company location providing 400 amp, 120/208 volt 3 phase 4 wire power service to Tenant's main electrical panel.</li> <li>Electrical utilities to be installed using properly sized kva electrical transformer including all electrical meter sockets. Furnish and install one 150KVA voltage step down transformer if converting from high voltage to 400 Amps 120/208. Location of transformers shall be per Tenant's plans and specifications.</li> <li>Furnish and install electrical conduits from Tenant's electrical panel to all exterior site signage, including but not limited to directional site signage, monument signs and/or pylon signs in accordance with Tenant's plans and specifications.</li> </ul>
02775	Sidewalks & Patios	<ul style="list-style-type: none"> <li>Provide a minimum of 300 SF Outdoor Seating Area. Landlord shall install railings per Tenant's specifications and local code. Landlord shall obtain permit for Outdoor Seating, if required by applicable code.</li> </ul>
03300	Flooring	<ul style="list-style-type: none"> <li>Provide level reinforced concrete slab or wood floor at grade street level, in stable, dry condition. Concrete floor must be smooth, level and properly cured and ready to accept Tenant's floor finishes. Wood flooring must be structurally sound.</li> <li>All flooring must meet applicable dead and live load codes, including but not limited to all applicable building, structural and ADA jurisdictional requirements. The floor structure must have less than 1/64" per foot deflection in order to accept Tenant's floor finishes.</li> </ul>
09200	Gypsum Board	<ul style="list-style-type: none"> <li>Provide demised and perimeter walls finished in a paint ready condition (Level 5) - tape, bed &amp; sand from floor to underside of roof deck. Furnish insulated demising wall, perimeter wall and roof systems which meet all applicable codes.</li> <li>Gypsum wall board (GWB) wall assemblies shall be framed with 6" minimum nominal, 20 gauge studs - 16" o.c., insulated (R-19) and GWB. Tenant's wall side shall be provided with 5/8" Type "X" GWB; fire taped and bedded, plumb and square, ready for Tenant wall finishes from floor to underside of roof deck. Seal top and bottom joists, and all penetrations, airtight with properly rated fire stopping material as per applicable codes. If required by local jurisdictions, and if necessary to secure Tenant's certificate of occupancy, the Landlord shall complete the assembly by finishing the opposite side of the wall according to the applicable code. Gypsum board wall system to meet the 1 hr or 2 hr fire rating, per applicable codes.</li> <li>Alternate wall systems such as Plaster and CMU Block may be used per applicable codes. All perimeter and demised walls must be finished to a paint ready condition (Level 5).</li> </ul>
08100	Metal Doors & Frames	<ul style="list-style-type: none"> <li>Provide a commercial grade 3'6" x 7'0" exterior rear service door with rotom hinge in compliance with all building and fire agencies having jurisdiction.</li> <li>Furnish and install all exterior door hardware as specified by the Tenant's plans. Tenant shall provide panic alarm.</li> </ul>

LL Initials 

Starbucks Initials \_\_\_\_\_

Original Date: 11/01/03  
 Revised Date: 11/29/04

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 Page 3 of 6

FD - 30  
 Filename: MW Landlord Worksheet: 11-29-04

STARBUCKS

CSI #	Scope Category	Detail
15500	HVAC (continued)	<ul style="list-style-type: none"> <li>HVAC system shall be supported per all applicable codes and include an appropriate structural engineering design.</li> <li>HVAC system shall be tested and operable, and a One Year Warranty shall be supplied to Tenant.</li> <li>Thermostats/HVAC controls wiring and locations shall comply with code requirements, and shall be compatible with Tenant - provided thermostats (Honeywell T7300 or equivalent with remote sensors). If roof-top units cannot be installed, the landlord can provide a chilled water (CHWS/R) loop and hot water (HWS/R) loop system with water supply and return lines stubbed into the Premises. Water must be supplied 24 hours per day, 365 days per year, chilled and heated to maintain the Premises at a temperature between 65 and 72 degrees.</li> </ul>
15800	Ductwork	<ul style="list-style-type: none"> <li>Provide all RIGID ductwork a minimum of 12" in diameter (113 sq.in. cross sectional area) or greater in size; including but not limited to the main HVAC service trunk lines and make-up air (MUA), per Tenant's plans and specifications. The Tenant will furnish and install all remaining flex ductwork and diffusers.</li> <li>Furnish and install motorized dampers, if required by local jurisdiction and/or any applicable codes.</li> <li>Furnish and install all curb for restroom exhaust per Tenant's plans and specifications. The landlord will be responsible for all work required to properly seal around any and all penetrations (including but not limited to roof or exterior wall penetrations).</li> </ul>
16210	Electrical Panels	<ul style="list-style-type: none"> <li>Furnish and install two (2) each "Square-D" or equivalent NEMA PB1, Type 1, panels. The main panel shall be 400 amps with 42 poles, and shall include tenant specified breakers. The sub panel shall be 200 amps with 42 poles and tenant specified breakers. All panels shall be recessed mounted in a location identified by the Tenant.</li> </ul>
16500	Lighting	<ul style="list-style-type: none"> <li>Furnish and install a security light, per landlord specifications, at exterior rear door at a minimum dimension 10' above finished floor (AFF).</li> </ul>
16720	Telephone System	<ul style="list-style-type: none"> <li>Furnish and install one (1) each 2" conduit with pull string from the building's main point of entry (MPOE) to a service point within the Premises as identified by the Tenant.</li> </ul>
02800	Trash Enclosure	<ul style="list-style-type: none"> <li>Provide a 25' w x 12' d x 7' h trash enclosure with solid metal gates within 100' of service door. The trash enclosure shall comply with all applicable codes, and should be aesthetically compatible with the architecture and design of the building.</li> </ul>
02810	Irrigation Systems	<ul style="list-style-type: none"> <li>Furnish and install an irrigation system for all landscaping, which includes a back-flow prevention device and is separately metered.</li> </ul>

I.I. Initials 

Starbucks Initials \_\_\_\_\_

**Drive Thru Components**

02580	DT - Site Electric Distribution	<ul style="list-style-type: none"> <li>Furnish and install all underground electrical conduits, with pull strings, from the electrical panels within the Premises to the following exterior drive-thru equipment as noted on the Tenant's plans and specifications:             <ol style="list-style-type: none"> <li>one (1) each 1" conduit to "Pre-Order" menu board location</li> <li>two (2) each 1" conduits to "Order" menu board location</li> <li>one (1) each 1" conduit from menu board to D/T window</li> <li>one (1) each 1" conduit to all illuminated signage on site</li> </ol>             (Note: there is a maximum requirement of three (3) directional signs per individual 1" conduit.)             <ol style="list-style-type: none"> <li>one (1) each 1" conduit for each two detector loop set</li> </ol> </li> </ul>
02890	DT - Traffic Signage	<ul style="list-style-type: none"> <li>Provide parking lot striping and directional arrows per Tenant's plans and specifications.</li> </ul>
02800	DT - Site Improvement	<ul style="list-style-type: none"> <li>Furnish and install all site plan improvements per all jurisdictional requirements and applicable codes. This scope of work includes all necessary variances and/or special exceptions required to obtain drive-thru jurisdictional approvals.</li> </ul>
03300	DT - Site Concrete	<ul style="list-style-type: none"> <li>Provide a drive-thru lane constructed of 6" thick, Grade PG 70-22 asphalt cement, with an 18'0" long 6" deep reinforced concrete pad located at the drive-thru window per Tenant's plans and specifications. The width of the pad shall be the width of the drive-thru lane.</li> </ul>
08500	DT - Drive-Thru Window	<ul style="list-style-type: none"> <li>Furnish and install the Tenant specified standard drive-thru service window to include a Ready Access AA300-131-PASS heated air curtain and stainless steel exterior shelf located per Tenant's plans and specifications.</li> <li>Install conduit from service window to a location above ceiling height.</li> </ul>
10535	DT - Awnings	<ul style="list-style-type: none"> <li>Furnish and install an exterior awning above drive-thru window per Tenant's plans and specifications.</li> </ul>
16500	DT - Site Lighting	<ul style="list-style-type: none"> <li>Furnish and install adequate lighting along the drive-thru lane to include a minimum of two (2) exterior, Tenant specified, lights located adjacent to drive-thru window per Tenant's plans and specifications.</li> </ul>

EXHIBIT D

DELIVERY OF POSSESSION

Project Name: \_\_\_\_\_ Store #: \_\_\_\_\_

Date Possession Tendered:

Tenant: Starbucks Corporation

Landlord:

Premises Address:

Square Footage:

Landlord and Tenant acknowledge and agree that the Premises were tendered to Tenant on the Possession Date noted above.

- Landlord's Work is complete and accepted by Tenant, subject to the terms and conditions of the Lease regarding latent defects and completion of punchlist items.
- Although the items of Landlord's Work indicated below are not complete, Tenant hereby accepts possession of the Premises and elects to complete the unfinished items at Landlord's expense, subject to the terms and conditions of the Lease.
- Tenant hereby refuses possession of the Premises because the items of Landlord's Work indicated below are not complete.

**Incomplete items of Landlord's Work:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[Attach additional pages if needed]

EXHIBIT E  
EXISTING ANCHOR EXCLUSIVES

(b) billiards offered as incidental recreation in conjunction with the operation of a restaurant. Declarant recognizes that said businesses may inconvenience Wal-Mart's customers and adversely affect Wal-Mart's business. Notwithstanding anything to the contrary contained in this Declaration, it is expressly agreed that nothing contained in this Declaration shall be construed to contain a covenant, either express or implied, to either commence the operation of a business or thereafter continuously operate a business by Wal-Mart on the Wal-Mart Tract. Declarant recognizes and agrees that Wal-Mart may, at Wal-Mart's sole discretion and at any time during the term of this Declaration, cease the operation of its business on the Wal-Mart Tract, and Declarant hereby waives any legal action for damages or for equitable relief which might be available to Declarant because of such cessation of business activity by Wal-Mart.

Notwithstanding anything to the contrary in this Declaration, Wal-Mart reserves the right to: (i) use the Wal-Mart Service Station Parcel as a service station or for any other use(s) permitted by law and/or (ii) sell or lease the Wal-Mart Service Station Parcel for use as a service station or for any other use(s) permitted by law.

Notwithstanding anything to the contrary in this Declaration, the parties agree that Outlots 14 and 15 shall be used exclusively as a Landscape Buffer and shall be maintained by the Association, as further described in Section 10.6.

All uses shall comply with all laws, ordinances, statutes, rules and regulations and court orders applicable to the use and occupancy of the Property, including, without limitation, the Aurora Zoning Code and Building Code.

#### Section 6.2. Prohibited Uses: Competing Businesses

A. The following uses (collectively referred to as "Prohibited Uses" and individually as a "Prohibited Use") shall not be permitted on any Parcel: a cocktail lounge, bar, any other establishment (other than in conjunction with a restaurant) that sells alcoholic beverages for on-premises consumption, disco, bowling alley, pool hall, billiard parlor (except as permitted in Section 6.1), skating rink, roller rink, amusement arcade, theater of any kind, adult book store, adult theatre, adult amusement facility, any facility selling or displaying pornographic materials or having such displays, auction house, flea market, education or training facility (including, without limitation, a beauty school, barber college, school or other facility catering primarily to students or trainees rather than customers, except for education facilities such as, but not limited to, Huntington Learning Center) gymnasium, sport or health club or spa, blood bank, massage parlor, funeral home, sleeping quarters or lodging, the outdoor housing or raising of animals, the sale, leasing, repair, refurbishment, restoration, reconditioning or storage of automobiles, boats or other vehicles, body shop, any industrial use (including, without limitation, any manufacturing, smelting, rendering, refining, chemical manufacturing or processing, or other manufacturing uses), any mining or mineral exploration or development except by non-surface means, a carnival, amusement park or circus, an assembly hall, bingo hall, any use involving the use, storage, disposal or handling of hazardous materials or underground storage tanks (except for the Wal-Mart Service Station Parcel), any use which may require water and sewer services in excess of the capacities allocated to a Parcel by any governmental authority, a church, temple, synagogue, mosque, or other house of worship, any facility for the sale of paraphernalia for use

Aurora (NE), IL/Store #4405-09/LP# 199361  
ECR, 2/15/07  
CH02/22444810.24

with illicit drugs, or any use which constitutes a nuisance, or any other use inconsistent with the operation of a first-class retail development.

B. Declarant covenants that as long as Wal-Mart, or any affiliate of Wal-Mart, is the user of any portion of the Wal-Mart Tract, either as Owner or lessee, no space in or portion of the Declarant Tract, and no space in or portion of any other real property adjacent to the Shopping Center which may subsequently be acquired by Declarant, shall be leased or occupied by or conveyed to any other party for use as (i) a facility dispensing gasoline or fuel from pumps, (ii) a membership warehouse club, (iii) a pharmacy, except for the pharmacy to be located within the Walgreens retail store ("Walgreens") or other drug store on the Drug Store Parcel, (iv) a discount department store or other discount store, as such terms are defined below, (v) a variety, general or "dollar" store in excess of 8,000 square feet, (vi) a grocery store or supermarket as such terms are defined below, or (vii) as any combination of the foregoing uses. In the event of a breach of this covenant, Wal-Mart shall have the right to terminate this Declaration and to seek any and all remedies afforded by either law or equity, including, without limitation, the rights to injunctive relief. "Grocery store" and "supermarket", as those terms are used herein, shall mean a food store or a food department containing more than 10,000 square feet of building space used for the purpose of selling food for off-premises consumption, which shall include but not be limited to the sale of dry, refrigerated or frozen groceries, meat, seafood, poultry, produce, delicatessen or bakery products, refrigerated or frozen dairy products, or any grocery products normally sold in such stores or departments. The terms "grocery store" and "supermarket," as used herein, shall not include a drug store. "Discount department store" and/or "discount store", as those terms are used herein, shall mean a discount department store or discount store containing more than 33,000 square feet of building space used for the purpose of selling a full line of hard goods and soft goods (e.g. clothing, cards, gifts, electronics, garden supplies, furniture, lawnmowers, toys, health and beauty aids, hardware items, bath accessories and auto accessories) at a discount in a retail operation similar to that of Wal-Mart.

C. Declarant covenants that as long as Walgreens, or any affiliate of Walgreens, is the user of the Drug Store Parcel either as Owner or lessee, no other portion of the Declarant Tract and no space in or portion of any other real property adjacent to the Shopping Center which may subsequently be acquired by Declarant, shall be leased or occupied by or conveyed to any other party for: (i) the operation of a drug store or a so-called prescription pharmacy or prescription ordering, processing or delivery facility, whether or not a pharmacist is present at such facility, or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind; (ii) the operation of a medical diagnostic lab or the provision of treatment services (other than as part of a medical, dental, physician, surgical or chiropractic office(s), which office(s) shall not be restricted by this subclause (ii)); (iii) the sale of so-called health and beauty aids or drug sundries, except for the Incidental Sale thereof; (iv) the operation of a business in which photofinishing services (including, without limitation, digital photographic processing or printing, or the sale of any other imaging services, processes or goods) or photographic film (except for the Incidental Sale thereof) are offered for sale; (v) the operation of a business in which greeting cards or gift wrap are offered for sale, except for the Incidental Sale thereof; and (vi) the operation of a business in which prepackaged food items for off-premises consumption are offered for sale,

Aurora (NE), IL/Store #4405-00/LP# 199361  
ECR, 2/15/07  
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STARBUCKS

except for the Incidental Sale thereof. For purposes of this paragraph, "Incidental Sale" shall mean the sale of items from the lesser of 10% of sales floor area or 100 square feet or in conjunction with a restaurant.

D. Declarant covenants that as long as Fifth Third Bank, or any affiliate of Fifth Third Bank, is the user of the Bank Parcel, either as Owner or lessee, no other portion of the Declarant Tract and no space in or portion of any other real property adjacent to the Shopping Center which may subsequently be acquired by Declarant, shall be leased or occupied by or conveyed to any other party for the operation of a financial institution (including but not limited to banks, drive-thru lanes for banks, savings and loans, exterior automatic teller machines (ATMs), or trust companies, other than in conjunction with title insurers, credit unions and stock brokerages ("Restricted Use")), both directly and through subsidiaries and affiliates. Notwithstanding the foregoing to the contrary, such Restricted Use prohibitions shall be inapplicable to an H&R Block or similar facility giving advance loans on tax refunds.

E. Notwithstanding anything contained in this Declaration, the restrictions set forth in Sections 6.2.B, C and D shall not be applicable to the Wal-Mart Tract or any portion thereof.

Section 6.3. Environmental Covenants. Each Owner shall comply with all Environmental Laws applicable to their use and occupancy of the Property. Each Owner shall respond in a timely manner to the satisfaction of any regulatory agency or court having jurisdiction regarding the environmental condition of their Parcel(s) and/or Outlot(s). Each Owner shall commence and complete all investigation, monitoring, reporting, notification, containment, cleanup, removal, restoration, detoxification, closure or other action relating to their Parcel(s) or Outlot(s) as required by any Environmental Laws or regulatory agency as a result of the existence of any Regulated Substances on their Parcel(s) within the time required for such action by any Environmental Laws or regulatory agency or if no such time period is prescribed, within a reasonable and customary time. All Owners and their tenants and occupants shall use, store and handle Regulated Substances in accordance with all applicable Environmental Laws. For the purposes of this Section, the following terms have the following meanings:

"Environmental Laws" means any federal, state or local environmental or health or safety law, regulation or rule, including, without limitation, any judicial or administrative statement of general or specific applicability; and

"Regulated Substances" means any substance, waste, pollutant, material, solid, gas or liquid regulated by any Environmental Law.

Section 6.4. Buildings.

A. Design and Construction. The Buildings constructed on the Shopping Center shall be designed so that the exterior elevation of each shall be architecturally and aesthetically compatible and so that building wall footings shall not encroach from one Tract or Outlot onto another Tract or Outlot except as provided for in this Declaration. The design and construction shall be of high quality. No improvements shall be constructed, erected or expanded or altered

Aurora (NE), IL/Store #4405-00/LP# 199361  
ECR, 2/15/07  
CH02/22444810.24

EXHIBIT F  
RULES AND REGULATIONS

Tenant agrees for itself and shall cause its employees, agents, clients, customers, invitees and guests to comply with the following rules and regulations and all such additional or substituted rules and regulations as Landlord may reasonably promulgate for the occupants of the Center.

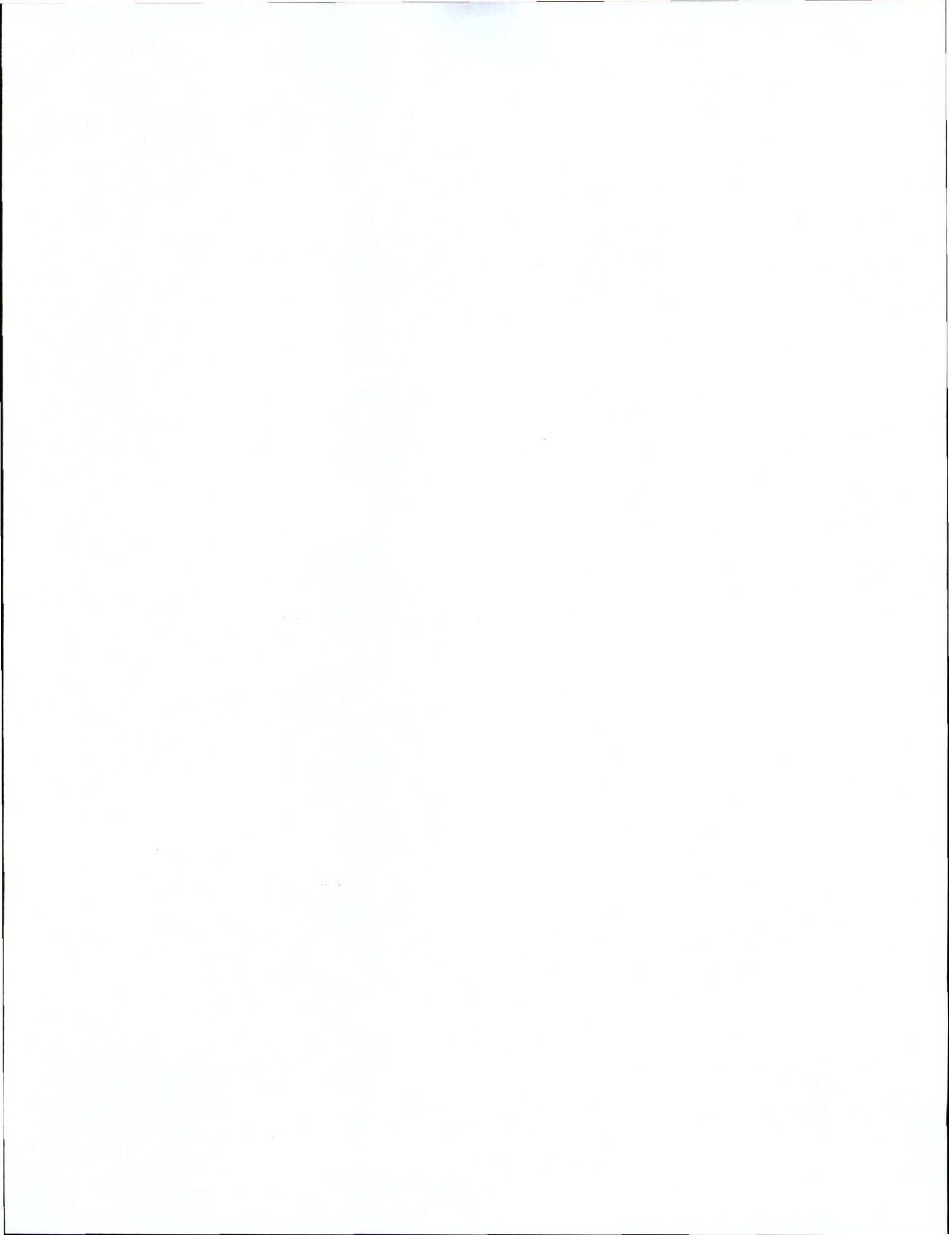
- A. Tenant shall not affix or maintain outside the Premises, including the exterior of the glass panes, doors and the exterior walls of the Premises, any signs, advertising placards, names, insignia, notice, trademarks, descriptive material or any other such like item or items, and Landlord shall have the right, upon two (2) business days prior written notice and Tenant's failure to cure, and without any liability for damage to the Premises or Tenant's personal property reasonably caused thereby, to remove any of the same from the Premises, except such as shall have first received written approval of Landlord as to size, type, color, location, copy, nature and display qualities and compliance with the requirements of this Lease. No symbol, design, name, mark or insignia adopted by Landlord for the Center or Project shall be used without the prior written consent of Landlord. All signs located in the interior of the Premises shall be in good taste so as not to detract from the general appearance of the Premises, the Center or the Project. Tenant shall not use handbills or other promotional materials or samples that are handed out or balloons for advertising at or around the Center or Project.
- B. Tenant shall not, without Landlord's prior written consent, use the name of the Center or Project, except as the address of its business, or use pictures of the Center, the Project or buildings located therein.
- C. Tenant shall not obstruct sidewalks, entrances, passages, courts, corridors, vestibules, halls, elevators and stairways in or about the Center. Tenant shall not place objects against glass partitions or doors or windows that would be unsightly from the exterior of the Premises and will promptly remove the same upon notice from Landlord.
- D. Tenant shall not make noises, cause disturbances or vibrations, or use or operate any electrical or electronic devices or other devices that emit sound or other waves or disturbances, or create odors (excluding coffee odors), any of which might be offensive to other tenants and occupants of the Center, or that would interfere with the operation of any device or equipment or radio or television broadcasting or reception from or within the Center or elsewhere, and shall not place or install any

projections, antennae, aerials or similar devices outside of the Premises.

- E. Tenant shall not, without the prior written consent of Landlord: (i) conduct or permit any fire, bankruptcy or auction sale or any fictitious "going out of business" sale (except as provided by law); or (ii) use or permit to be used the Common Areas for the sale or display of merchandise or for any other business occupation or undertaking or for solicitations, demonstrations or any other activities; or (iii) make any room-to-room canvass to solicit business from other occupants of the Center or Project.
- F. Tenant shall not waste water and agrees to cooperate fully with Landlord to assure the most efficient operation of the Center and Project.
- G. Tenant assumes full responsibility for protecting the Premises from theft, robbery and pilferage, which includes keeping doors locked and other means of entry to the Premises closed and secured.
- H. Other than with respect to awnings associated with Tenant's drive through, Tenant shall not attach any awning or other projections to the exterior walls of the Premises or the building of which they form a part.
- I. All garbage and refuse shall be kept in the kind of container specified by Landlord, shall be placed in the areas specified by Landlord and prepared for collection in the manner and at the times and places specified by Landlord. If Landlord shall provide or designate a service for picking up refuse and garbage, Tenant shall use the same at Tenant's cost, provided such cost shall be competitive to any similar service available to Tenant. Tenant shall not install or cause to be installed any automatic garbage disposal equipment, without the prior written consent of Landlord. Landlord may direct the use of all pest extermination at Tenant's cost at such intervals as Landlord may require.
- J. Tenant shall not install or operate any mechanical devices or machinery of a nature not directly related to Tenant's ordinary use of the Premises without the written consent of Landlord.
- K. Tenant will cooperate and participate in all security programs affecting the Center and/or the Project.

- L. Tenant shall not operate any coin or token operated vending machine or similar device for the sale of any goods, wares, merchandise, food, beverages or services, including, but not limited to, pay telephones, pay lockers, pay toilets, scales, amusement devices and machines for the sale of beverages, foods, candy, cigarettes or other commodities without the prior written consent of Landlord.
- M. Peddlers, solicitors and beggars shall be reported to the office of the management of the Center and/or Project or as Landlord otherwise requests.
- N. In no event shall Tenant bring, or permit any person to bring, into the Center, Project or Premises inflammables such as gasoline, kerosene, naphtha and benzene, or explosives or any hazardous or toxic substances or any other articles of intrinsically dangerous nature.
- O. All loading and unloading of goods shall be done only in the areas and through the entrances designated for such purpose by Landlord from time to time.
- P. Tenant shall keep Tenant's display windows illuminated and signs and lights on the storefront lighted each and every day of the Term during the hours designated by Landlord.
- Q. Tenant and Tenant's employees shall park their cars only in those portions of the parking areas designated for employee parking by Landlord from time to time. Tenant shall furnish Landlord with the state of registration and automobile license numbers assigned to the cars of Tenant and its employees within five (5) days of any request to do so by Landlord.

The foregoing covenants and agreements in this Exhibit "F" are collectively referred to as "rules and regulations". In the event of a conflict between these rules and regulations and the Lease, the provisions of the Lease shall prevail.



## FIRST AMENDMENT TO LEASE

This First Amendment to Lease ("Amendment") is made as of the Amendment Effective Date (defined below) by and between PNP PROPERTIES LLC, an Illinois limited liability company ("Landlord") and STARBUCKS CORPORATION, a Washington corporation ("Tenant"). Landlord and Tenant are sometimes hereinafter referred to as the "Parties" collectively or a "Party" individually.

### RECITALS

This Amendment is made with respect to the following facts:

WHEREAS, Landlord's predecessor-in-interest, TMK/Inland Aurora Venture LLC, an Illinois limited liability company, and Tenant entered into that certain lease dated as of August 21, 2007 ("Lease") with respect to certain premises more fully described therein located 2948 Kirk Road, Unit 100, in Aurora, Illinois ("Premises") in a shopping center commonly known as Savannah Crossings ("Shopping Center").

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged by both Parties, the Parties agree as follows:

### AGREEMENT

1. Recitals. The above Recitals are incorporated herein by this reference.
2. Effective Date. The date by which this Amendment shall be fully executed (as indicated by the signatures and dates below) shall constitute the Amendment Effective Date.
3. Additional Use. Without limiting Tenant's right to use the Premises and the Outdoor Seating Area (defined below) as otherwise provided in the Lease, Tenant shall be entitled to use the Premises for the sale of wine and beer for consumption on the Premises or within the Outdoor Seating Area so long as Tenant complies with all laws applicable thereto. Notwithstanding the foregoing, Tenant shall not be entitled to use the Premises for a business that is principally devoted to the sale of alcoholic beverages throughout its operating hours, such as a bar or tavern. For purposes of this Amendment, "Outdoor Seating Area" shall mean the outdoor seating area, if any, that Tenant is entitled to use pursuant to the Lease.
4. Liquor Liability Coverage. In the event that Tenant elects to sell wine or beer as provided herein, its obligation under the Lease to provide liability insurance (in such form and with such limits as provided in the Lease) shall be deemed to include the obligation to provide liquor liability coverage.
5. Cooperation. Landlord shall reasonably cooperate with Tenant (at no out-of-pocket cost to Landlord) in Tenant's efforts to obtain any required licenses, consents, or approvals (collectively, the "Licenses") for the sale of wine and beer. Landlord hereby consents to Tenant filing all applications for the Licenses.

6. Miscellaneous.

6.1 Capitalized Terms/Definitions. Each capitalized term used in this Amendment and not defined herein shall be deemed to have the same meaning ascribed to it in the Lease.

6.2 Continuing Effect. Except as specifically provided in this Amendment, the provisions of the Lease shall remain unchanged and in full force and effect. In the event of a conflict between the Lease and this Amendment, this Amendment shall control.

6.3 Authority. Each person executing this Amendment on behalf of a Party represents and warrants that it has the full power, authority, and legal right to execute and deliver this Amendment on behalf of such Party and that this Amendment constitutes the legal, valid and binding obligations of such Party, its heirs, representatives, successors and assigns, enforceable against such Party or Parties in accordance with its terms.

6.4 Third Parties. Landlord represents and warrants to Tenant that Landlord has obtained all approvals or consents from any third parties, including (without limitation) any lender(s), that are necessary to allow Tenant to exercise its rights granted hereunder or to make this Amendment enforceable against Landlord or any such third parties, including (without limitation) the heirs, successors and assigns of Landlord and any such third party; provided, however, the foregoing representation and warranty shall not apply to any governmental liquor license or permit, which shall be the obligation of Tenant to obtain. Landlord represents and warrants that there are no encumbrances, liens, agreements, restrictions, covenants, or other documents (including, without limitation, any exclusive use rights or prohibited use restrictions) applicable to the Premises that prohibit, limit, or restrict the sale of wine or beer (collectively "Restrictions") and Landlord covenants that it will not enter into any such Restrictions. Landlord will defend, indemnify and save harmless Tenant from and against all losses, claims, demands, damages, liabilities, costs and attorney's fees resulting from the breach or inaccuracy of the representations and warranties set forth in this Section.

6.5 Counterparts. To facilitate execution of this Amendment, this Amendment may be executed in one or more counterparts as may be convenient or required, and an executed copy of this Amendment delivered electronically by facsimile or e-mail shall have the effect of an original, executed instrument. All counterparts of this Amendment shall collectively constitute a single instrument; but, in making proof of this Amendment it shall not be necessary to produce or account for more than one such counterpart executed by each Party hereto. It shall not be necessary for all signatures of, or on behalf of, each Party hereto, to appear on each counterpart of this Amendment.

6.6 No Construction Against Draftsman. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any provision of this Amendment or that such provisions have been drafted on behalf of said Party.

[SIGNATURES TO FOLLOW ON NEXT PAGE]



**ASSIGNMENT AND ASSUMPTION**

THIS ASSIGNMENT AND ASSUMPTION ("Agreement") is made as of this 24<sup>th</sup> day of August, 2015 ("Effective Date"), by and between STARBUCKS CORPORATION, a Washington corporation ("Assignor") and COFFEE HOUSE HOLDINGS, INC., a Washington corporation ("Assignee"), a wholly owned subsidiary of Assignor.

WHEREAS, Assignor is the tenant under those certain leases described on Exhibit A attached hereto, including any amendments to such Leases ( collectively "Lease(s)"), and

WHEREAS, Assignor desires to assign such Leases to Assignee, and

WHEREAS, Assignee desires to receive such assignment of the Leases and to assume obligations of the Assignor under such Leases on the terms and provisions hereof,

THEREFORE, Assignor and Assignee agree as follows:

1. Transfer. FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, as of the Effective Date, Assignor does hereby assign, transfer, set over, convey and deliver to Assignee, its successors and assigns, the entire interest of Assignor in and to the Leases, including, without limitation, Assignor's interest, if any, in (a) improvements to or in the various premises subject to such Leases and (b) storage, parking, signage or similar agreements directly related to the space described in each Lease or to the development of which such space is a part.

2. Assumption. Assignee hereby assumes and agrees to perform the obligations of Assignor under the Leases and such other agreements described by clause 1(b) above accruing on or after the Effective Date. Such assumption is made for the benefit of Assignor. With respect to any specific Lease, such assumption is also made for the benefit of the landlord under such Lease.

**ASSIGNOR:**

STARBUCKS CORPORATION,  
a Washington corporation

By   
Print Name: Jim Terry  
vp, Store Development  
Its Real Estate & Facilities  
Starbucks Corporation  
Corporation

**ASSIGNEE:**

COFFEE HOUSE HOLDINGS, INC.  
a Washington corporation

By   
Print Name: MICHAEL MALANGA  
senior vice president  
Its \_\_\_\_\_

Attachment: Exhibit A

Exhibit A

<u>Store Number</u>	<u>Store Name</u>	<u>Address</u>	<u>City</u>	<u>State</u>
10825	Kirk & Butterfield	2948 Kirk Rd. Unit 100	Aurora	IL



Stacey Codlin  
Transaction Manager  
Global Corporate Services

CBRE, Inc.  
www.cbre.com



Starbucks Corporate Headquarters  
2401 Utah Ave. S., Mailstop S-RE-1  
Seattle, WA 98134

August 26, 2015

*via Federal Express Overnight Service*

PNP Properties, LLC  
249 East US Route 6  
Suite 312  
Morris, IL 60450

Re: **Tenant's Notice of Assignment and Assumption of Lease**  
2948 Kirk Rd. Unit 100, Aurora, IL  
Starbucks Store #10825 - Kirk & Butterfield

Dear Landlord:

This letter shall serve as notice to you that the Commercial Lease between the Landlord and Starbucks Corporation has been assigned to Coffee House Holdings, Inc. ("CHH"), a wholly-owned subsidiary of Starbucks, and a permitted transferee under the Lease. A copy of the Assignment and Assumption Agreement is attached herewith for your reference. Please note that, in compliance with the terms and conditions of the Lease, the Premises will be used for the uses permitted pursuant to the terms of the Lease.

Please be advised that notices to CHH pursuant to the terms of the Lease shall be sent to Coffee House Holdings, Inc. at the same address as previously used for Starbucks notices.

Should you have any questions regarding this letter, please contact Stacey Codlin, CBRE Transaction Manager for the Starbucks account, at 206.318.7935 or scodlin@starbucks.com at your earliest convenience.

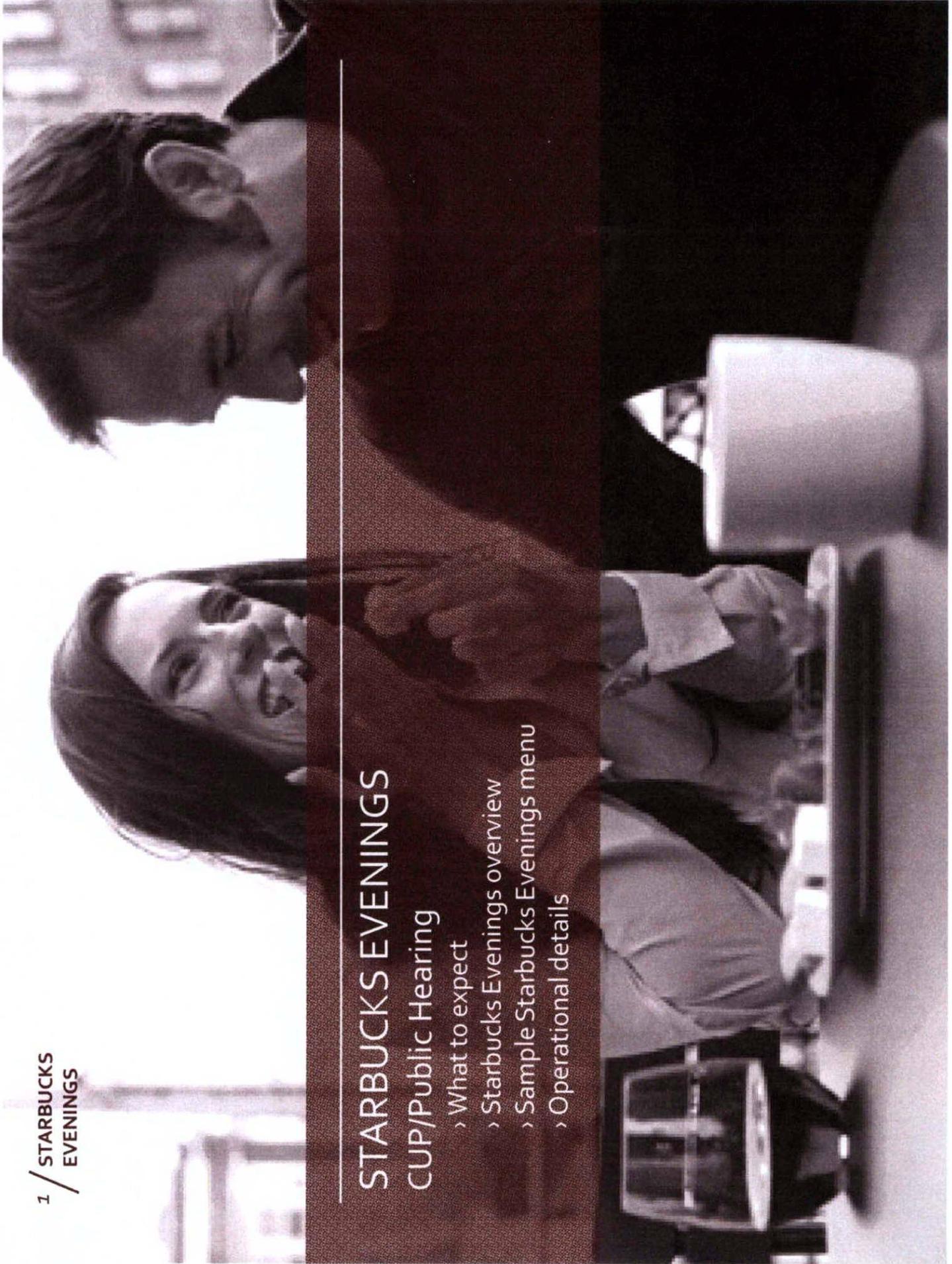
Sincerely,

Stacey Codlin  
CBRE Transaction Manager  
Starbucks Account

Enc.

## STARBUCKS EVENINGS CUP/Public Hearing

- › What to expect
- › Starbucks Evenings overview
- › Sample Starbucks Evenings menu
- › Operational details



## STARBUCKS EVENINGS OVERVIEW

### *Why Starbucks Evenings?*

- › By expanding our offerings to include food and drinks that are more suitable for the evening hours, we are enhancing our role as a gathering place for the community throughout the day and into the evening

### *History and Future of Evenings*

- › The Evenings menu is currently offered at more than 75 stores across the U.S., including Washington, Oregon, Los Angeles, Chicago, Florida, Atlanta, and most recently expanded into Denver, Miami, Orlando and Northern California.
- › We are on track to launch the Evenings menu at about 2,000 stores in the US by year end 2019

### *Customer Experience*

- › Starbucks Evenings stores are a familiar and inviting place with an expanded food and beverage menu that is more appropriate for the late afternoon/evening occasion without a bar atmosphere
- › Evenings provides our customers:

A  
**COMFORTABLE,  
SAFE PLACE** to  
enjoy their evening

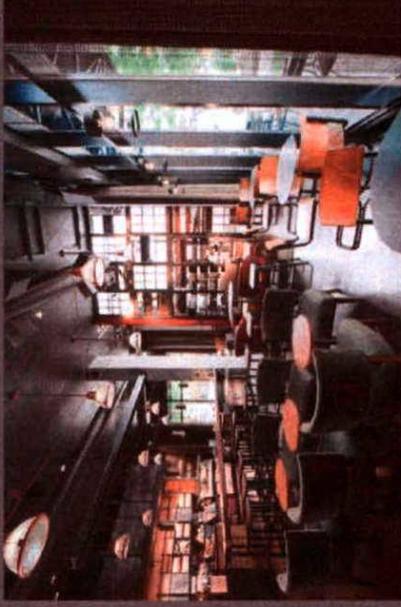
A moment to  
themselves to  
**RELAX & ENJOY** a  
glass of wine &  
small bite, or coffee  
& dessert

A place to  
**CASUALLY  
CONNECT** with  
friends

## STARBUCKS EVENINGS OVERVIEW

### *What changes about my store?*

- › Evenings stores will still offer the same handcrafted coffee beverages and food as other Starbucks stores in the same casual and comfortable environment, but with more to enjoy in the evening hours
- › In addition to adding an expanded food menu appropriate for the evening and wine and beer – the store will be designed to meet community needs (community table, soft seating, etc.)



### *The criteria for an Evenings store*

- › Not every store in the area will serve wine and beer – we are looking at select stores in the right neighborhoods that also fit our design and space requirement

### *Sales expectation for Evenings*

- › We expect wine and beer to make up 1 – 2% (8 – 12 units sold per day) of a stores total sales

## SAMPLE STARBUCKS EVENINGS MENU

- › Starbucks expertly curated the Evenings menu to include three elements – wine, craft beer and shareable small plates
- › The wine and craft beer assortment will be regional based on customer taste preferences and the small plates will be the same across all Evenings locations
- › The wine list caters to a broad range of wine consumers, with an emphasis on the more sophisticated. Every glass of wine and beer comes with complementary pepititas



### Small plates

**EMERALD APPROPRIATE FOR WINE AND CRAFT BEER**  
Complimentary for wine and craft beer selections.

**TEMPLE BAK & CHEESE**  
Baked bread topped with melted cheese and fresh tomatoes.  
\$3.99

**CHICKEN CASSEROLE & MASHED POTATOES**  
Creamy chicken and potatoes with melted cheese.  
\$3.99

**ARTICHOKE & GOAT CHEESE DIPPERS**  
Artichoke hearts and goat cheese with melted cheese.  
\$3.99

**CHEESE FRIES**  
Fries topped with melted cheese and fresh tomatoes.  
\$3.99

**BAKED PASTA**  
Pasta topped with melted cheese and fresh tomatoes.  
\$3.99

**MARINATED CHICKEN**  
Chicken wings with a tangy marinade.  
\$3.99

**CHICKEN LEGS**  
Crispy chicken legs with a tangy marinade.  
\$3.99

**TEMPLE POPCORN**  
Buttery popcorn with a hint of sea salt.  
\$1.99

**TEMPLE BAK & CHEESE**  
Baked bread topped with melted cheese and fresh tomatoes.  
\$3.99

**ARTICHOKE & GOAT CHEESE DIPPERS**  
Artichoke hearts and goat cheese with melted cheese.  
\$3.99

**CHICKEN CASSEROLE & MASHED POTATOES**  
Creamy chicken and potatoes with melted cheese.  
\$3.99

**CHICKEN LEGS**  
Crispy chicken legs with a tangy marinade.  
\$3.99

### Wine

**PROSECCO VILLA SANDO '16 (FRIGIO) DOC, TREVISO, ITALY**  
Light and bubbly with notes of citrus and apple.  
\$12.99

**WHITE**  
**PIRELLA GOSPOLETTI '16 (FRIGIO) DOC, TREVISO, ITALY**  
Light and bubbly with notes of citrus and apple.  
\$12.99

**SAUVIGNON BLANC, VILLA SANDO, NEW ZEALAND**  
Aromatic with notes of citrus and apple.  
\$12.99

**CHARDONNAY, TERNI-CARANO, UMBRIA, ITALY**  
Light and bubbly with notes of citrus and apple.  
\$12.99

**ROSSIGNOL, VALLE D'AOSTA, ITALY**  
Light and bubbly with notes of citrus and apple.  
\$12.99

**RED**  
**RED WINE, MONTICCHI, CALIFORNIA**  
Rich and bold with notes of cherry and plum.  
\$12.99

**PIEDMONT, LANGHE, ITALY, BARBERA**  
Light and bubbly with notes of citrus and apple.  
\$12.99

**BARBERA, ALBA, ITALY, BARBERA**  
Light and bubbly with notes of citrus and apple.  
\$12.99

**RED BLEND, NORTH BY NORTHWEST, COLUMBIA VALLEY**  
Rich and bold with notes of cherry and plum.  
\$12.99

**COLUMBIA VALLEY, COLUMBIA, COUNTRY, WASHINGTON**  
Light and bubbly with notes of citrus and apple.  
\$12.99

**ROBERT MONTELLI, WASHINGTON**  
Light and bubbly with notes of citrus and apple.  
\$12.99

**ROBERT MONTELLI, WASHINGTON**  
Light and bubbly with notes of citrus and apple.  
\$12.99

**ROBERT MONTELLI, WASHINGTON**  
Light and bubbly with notes of citrus and apple.  
\$12.99

### Craft Beer

**ASK YOUR BARISTA ABOUT OUR CARESS SELECTION OF CRAFTED CRAFT BEERS.**

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## OPERATIONAL DETAILS

### *Training*

- › Starbucks has implemented a comprehensive wine and beer training program for store partners and field management teams which covers all jurisdictional serving requirements and also serving wine and beer responsibly
- › Strict operational routines have been put in place to ensure proper identification and sale of wine and beer occur
- › Store partners will be well-trained in handling disruptive situations and emergencies

### *Service model*

- › All orders will still be placed at the POS and given to the customer at the hand-off plane – similar to any beverage order at Starbucks
- › This allows for total control of the transfer of alcohol from partner to customer, ensuring that the order is given to the correct person
- › Wine and beer will be served in glass ware and will not be served for to go purposes

### *Age requirement*

- › All partners who work in stores that serve wine and beer will be at least 21 years of age

### *Hours of operation*

- › Wine & beer will be served after 2pm on weekdays, and after 12 noon on weekends. Service will continue until the store closes, typically at 10pm during the week and 11pm on weekends (or in accordance with community wishes)



# Starbucks Evenings Food Menu

## Truffle Popcorn



Popcorn sprinkled with seasoned truffle salt. Wrapped in parchment paper and served in a glass

## Truffle Macaroni & Cheese



Elbow macaroni with truffle fondue and black truffle all topped with herbed Parmesan breadcrumbs.

## Blue Brie & Apricot Preserves Plate



Shareable serving of Blue Brie and apricot preserves. Served with rich sea salt crackers and red grapes

## Artichoke & Goat Cheese Flatbread



Flatbread with dry Jack cheese, marinated artichoke hearts, red peppers and goat cheese.

## Double Chocolate Brownie Bites

Our classic brownie with drizzles of chocolate and caramel.



## Grilled Vegetable Plate



Grilled zucchini, artichoke hearts and miniature sweet peppers. Served warm with lemon parsley aioli sauce

## Chicken Sausage & Mushroom



Flatbread layered with slices of chicken sausage, oven-roasted tomatoes, diced cherry peppers and a chopped mushroom spread

## Chocolate Truffles

Espresso, Champagne and Raspberry. Available individually or as a trio



## Bacon Wrapped Dates with



Deglet Noor dates stuffed with chorizo sausage, wrapped in bacon. Crisped with a drizzle of balsamic glaze.

## Parmesan Crusted Chicken Skewer



Chicken breast with a Parmesan and panko breading. Served with a honey Dijon sauce.

## Starbucks Coffee #10825

Item	Comments
Menu	<p>The menu for Starbucks stores serving wine and beer consists of the following meal options:</p> <ul style="list-style-type: none"> <li>• 2 Flatbread Options</li> <li>• 5 Sandwich/Panini Options</li> <li>• 7 Bistro Box Options</li> <li>• 5 Appetizer Options</li> <li>• 1 Pasta Option</li> <li>• Multiple Dessert Options</li> </ul>
	<p>All food items on the menu will be available for customers to order during all hours of operation unless a specific food item has sold out. The store's interior seating capacity is 34, which will allow for adequate space for on-site consumption.</p> <p>Menu boards are conspicuously hung on the wall behind the area where customers order. Menus that can be brought to tables by a store partner (similar to most restaurants) will also be available.</p>
Food Preparation	<p>Starbucks stores have on premises capability of:</p> <ul style="list-style-type: none"> <li>• Storing cold food.</li> <li>• Preparing cold and warmed food per customer order.</li> </ul> <p>All warmed food items are prepared using a convention oven.</p>
Warewashing	<p>A three compartment sink with two integral drainboards with sink compartment sizes of 12" wide x 16" deep x 20" high (basin depth) is the minimum standard for all store types.</p> <p>All Starbucks stores have a mechanical dishwasher. When space permits, Starbucks stores with beer and wine may have one dishwasher and an additional glasswasher dedicated to washing beer and wine glasses.</p>
Sinks	<p>Starbucks stores have two designated hand sinks:</p> <ul style="list-style-type: none"> <li>• Front of house where food and beverage preparation occur.</li> <li>• Back of house where dishwashing occurs.</li> </ul> <p>A designated mop sink and mop rack are located in the back of house. There is also designated storage for chemicals.</p>
	<p>Starbucks proposed menu includes only prewashed, precut, and packaged food items that are prepared, warmed, sliced, and served per customer order. Starbucks stores do have a sink at the cold beverage station that is used for the preparation of beverages and food items requiring water such as oatmeal.</p>



## Training and Certification Record

This record confirms that

**Craig W Benstein**

has completed the

### **Illinois BASSET Training: Responsible Alcohol Training & Certification**

Licensed by the Illinois Liquor Control Commission as a Beverage Alcohol Sellers and Servers Education and Training (BASSET) Program

Date of Completion: December 17, 2015

This Certificate of Completion expires three years from the completion date unless otherwise mandated by your local jurisdiction.

School BASSET License: #5A-0101060

Student's Home Address: 2S717 Lakeside Drive

City/State/Zip Code: Glen Ellyn, IL 60137

Student's Date of Birth: 11/06/1949

The certificate is temporary proof that you are certified. The Illinois Liquor Control Commission will mail to your address the state-issued BASSET card.



### Training and Certification Record

This record confirms that

**Renee C. Perry**

has completed the

### Illinois Beverage Alcohol Training: Responsible / Alcohol Training & Certification

Licensed by the Illinois Liquor Control Commission as a Beverage Alcohol Sellers and Education and Training BASSE Program

Date of Completion: September 17, 2015

This Certificate is valid for one year from the completion date unless otherwise mandated by your local jurisdiction.

School BASSC ID: BA-0101060

Student's Home Address: 42 Sunset Avenue

City/State/Zip Code: Chicago, IL 60506

Student's Date of Birth: 04/19/1992

The certificate is the property of the Illinois Liquor Control Commission. You are certified. The Illinois Liquor Control Commission will mail to your address the





### Training and Certification Record

This record confirms that

**maria e lehn barreol**

has completed the

### **Illinois BASSET Training: Responsible Alcohol Training & Certification**

Licensed by the Illinois Liquor Control Commission as a Low Voltage Alcohol Sellers and Servers Education and Training (BASSET) Program

Date of Completion: November 17, 2015

This Certificate of Completion is valid for three years from the completion date unless otherwise mandated by your local jurisdiction.

School BASSET License #: 15A-0101060

Student's Home Address: 352 south randall road

City/State/Zip Code: Chicago, IL 60506

Student's Date of Birth: 11/19/1993

The certificate is being mailed to you as you are certified. The Illinois Liquor Control Commission will mail to your address the state-issued BASSET License.



### Training and Certification Record

This record certifies that

**Alyssa L. C...** **na**

has completed

Illinois

**ASSET Training: Beverage Alcohol**  
**Certification**

**ASSET Beverage Alcohol Training &**

Licensed by the

Liquor Control Commission  
Education and Training

as a Beverage Alcohol Sellers and  
ASSET) Program

Date of Completion

November 17, 2015

This Certificate is valid for

one year from the completion date

unless otherwise mandated by your local jurisdiction.

School BASSET

5A-0101060

Student's Home

19W560 Winchester

City/State/Zip Code

Winchester, IL 60555

Student's Date of Birth

03/30/1994

The certificate is temporary  
state-issued BASSET

you are certified. This certificate

Control Commission will mail to your address the



## Training and Certification Record

This record confirms that

**leslie I camargo**

has completed the

### **Illinois BASSET Training: Responsible Alcohol Training & Certification**

Licensed by the Illinois Liquor Control Commission as a Beverage Alcohol Sellers and Servers Education and Training (BASSET) Program

Date of Completion: December 16, 2015

This Certificate of Completion expires three years from the completion date unless otherwise mandated by your local jurisdiction.

School BASSET License: #5A-0101060

Student's Home Address: 904 n washington ave

City/State/Zip Code: batavia, il 60510

Student's Date of Birth: 11/02/1968

The certificate is temporary proof that you are certified. The Illinois Liquor Control Commission will mail to your address the state-issued BASSET card.



## Training and Certification Record

This record confirms that

**Farrah R Chinoy**

has completed the

### **Illinois BASSET Training: Responsible Alcohol Training & Certification**

Licensed by the Illinois Liquor Control Commission as a Beverage Alcohol Sellers and Servers Education and Training (BASSET) Program

Date of Completion: December 16, 2015

This Certificate of Completion expires three years from the completion date unless otherwise mandated by your local jurisdiction.

School BASSET License: #5A-0101060

Student's Home Address: 335 n. Van Nortwick Ave.

City/State/Zip Code: Batavia, IL 60510

Student's Date of Birth: 07/07/1985

The certificate is temporary proof that you are certified. The Illinois Liquor Control Commission will mail to your address the state-issued BASSET card.



## Training and Certification Record

This record confirms that

**Zachary M Salvati**

has completed the

### **Illinois BASSET Training: Responsible Alcohol Training & Certification**

Licensed by the Illinois Liquor Control Commission as a Beverage Alcohol Sellers and Servers Education and Training (BASSET) Program

Date of Completion: December 15, 2015

This Certificate of Completion expires three years from the completion date unless otherwise mandated by your local jurisdiction.

School BASSET License: #5A-0101060

Student's Home Address: 1207 Thrun Drive

City/State/Zip Code: Batavia, IL 60510

Student's Date of Birth: 08/12/1994

The certificate is temporary proof that you are certified. The Illinois Liquor Control Commission will mail to your address the state-issued BASSET card.



## Training and Certification Record

This record confirms that

**Victoria L Morgan**

has completed the

### **Illinois BASSET Training: Responsible Alcohol Training & Certification**

Licensed by the Illinois Liquor Control Commission as a Beverage Alcohol Sellers and Servers Education and Training (BASSET) Program

Date of Completion: December 16, 2015

This Certificate of Completion expires three years from the completion date unless otherwise mandated by your local jurisdiction.

School BASSET License: #5A-0101060

Student's Home Address: 418 Davis Rd.

City/State/Zip Code: Batavia, IL 60510

Student's Date of Birth: 10/11/1977

The certificate is temporary proof that you are certified. The Illinois Liquor Control Commission will mail to your address the state-issued BASSET card.



## Training and Certification Record

This record confirms that

**Lydia R Romero**

has completed the

### **Illinois BASSET Training: Responsible Alcohol Training & Certification**

Licensed by the Illinois Liquor Control Commission as a Beverage Alcohol Sellers and Servers Education and Training (BASSET) Program

Date of Completion: December 9, 2015

This Certificate of Completion expires three years from the completion date unless otherwise mandated by your local jurisdiction.

School BASSET License: #5A-0101060

Student's Home Address: 518 claim street

City/State/Zip Code: Aurora, IL 60505

Student's Date of Birth: 12/20/1991

The certificate is temporary proof that you are certified. The Illinois Liquor Control Commission will mail to your address the state-issued BASSET card.



## Training and Certification Record

This record confirms that

**Aliki N Stanek**

has completed the

### **Illinois BASSET Training: Responsible Alcohol Training & Certification**

Licensed by the Illinois Liquor Control Commission as a Beverage Alcohol Sellers and Servers Education and Training (BASSET) Program

Date of Completion: December 7, 2015

This Certificate of Completion expires three years from the completion date unless otherwise mandated by your local jurisdiction.

School BASSET License: #5A-0101060

Student's Home Address: 571 Viking Dr.

City/State/Zip Code: Batavia , IL 60510

Student's Date of Birth: 05/04/1986

The certificate is temporary proof that you are certified. The Illinois Liquor Control Commission will mail to your address the state-issued BASSET card.



## Training and Certification Record

This record confirms that

**Danielle M DiCianni**

has completed the

### **Illinois BASSET Training: Responsible Alcohol Training & Certification**

Licensed by the Illinois Liquor Control Commission as a Beverage Alcohol Sellers and Servers Education and Training (BASSET) Program

Date of Completion: December 9, 2015

This Certificate of Completion expires three years from the completion date unless otherwise mandated by your local jurisdiction.

School BASSET License: #5A-0101060

Student's Home Address: 28w430 Forestview Ave S

City/State/Zip Code: Warrenville, IL 60555

Student's Date of Birth: 09/11/1985

The certificate is temporary proof that you are certified. The Illinois Liquor Control Commission will mail to your address the state-issued BASSET card.



## Training and Certification Record

This record confirms that

**Peter A Stadalsky**

has completed the

### **Illinois BASSET Training: Responsible Alcohol Training & Certification**

Licensed by the Illinois Liquor Control Commission as a Beverage Alcohol Sellers and Servers Education and Training (BASSET) Program

Date of Completion: December 10, 2015

This Certificate of Completion expires three years from the completion date unless otherwise mandated by your local jurisdiction.

School BASSET License: #5A-0101060

Student's Home Address: 417 Ashland Ave

City/State/Zip Code: Aurora, IL 60505

Student's Date of Birth: 05/18/1989

The certificate is temporary proof that you are certified. The Illinois Liquor Control Commission will mail to your address the state-issued BASSET card.



## Training and Certification Record

This record confirms that

**Alan Ungurait**

has completed the

### **Illinois BASSET Training: Responsible Alcohol Training & Certification**

Licensed by the Illinois Liquor Control Commission as a Beverage Alcohol Sellers and Servers Education and Training (BASSET) Program

Date of Completion: December 18, 2015

This Certificate of Completion expires three years from the completion date unless otherwise mandated by your local jurisdiction.

School BASSET License: #5A-0101060

Student's Home Address: 1735 Ravine Park Ln

City/State/Zip Code: Aurora, IL 60504

Student's Date of Birth: 09/12/1984

The certificate is temporary proof that you are certified. The Illinois Liquor Control Commission will mail to your address the state-issued BASSET card.



## Training and Certification Record

This record confirms that

**Betty J Shettles**

has completed the

### **Illinois BASSET Training: Responsible Alcohol Training & Certification**

Licensed by the Illinois Liquor Control Commission as a Beverage Alcohol Sellers and Servers Education and Training (BASSET) Program

Date of Completion: January 14, 2016

This Certificate of Completion expires three years from the completion date unless otherwise mandated by your local jurisdiction.

School BASSET License: #5A-1123548

Student's Home Address: 2744 Village Green Drive

City/State/Zip Code: Aurora, IL 60504

Student's Date of Birth: 03/02/1968

The certificate is temporary proof that you are certified. The Illinois Liquor Control Commission will mail to your address the state-issued BASSET card.



## Training and Certification Record

This record confirms that

**Yesenia Montalvo**

has completed the

### **Illinois BASSET Training: Responsible Alcohol Training & Certification**

Licensed by the Illinois Liquor Control Commission as a Beverage Alcohol Sellers and Servers Education and Training (BASSET) Program

Date of Completion: January 20, 2016

This Certificate of Completion expires three years from the completion date unless otherwise mandated by your local jurisdiction.

School BASSET License: #5A-1123548

Student's Home Address: 3834 Bailey Rd

City/State/Zip Code: Yorkville , IL 60560

Student's Date of Birth: 06/07/1987

The certificate is temporary proof that you are certified. The Illinois Liquor Control Commission will mail to your address the state-issued BASSET card.

**ILLINOIS LIQUOR CONTROL COMMISSION**

100 W. Randolph Street, Suite 7-801 - Chicago, IL 60601

**BEVERAGE ALCOHOL SELLERS AND SERVERS  
EDUCATION AND TRAINING [BASSET] CARD**

**Date of Certification: 11/3/2015 Expires: 11/3/2018**

Trainer's IL Liquor License Number: 5A-1123548

**CASSANDRA BOOTH**

**220 HIDDEN CREEK LANE**

**NORTH AURORA IL 60542**

**\*\*Card is not transferrable\*\***