

LLA CITY OF AURORA, ILLINOIS LIQUOR LICENSE APPLICATION



ALL INFORMATION ON THIS FORM MUST BE COMPLETED IN BLACK INK, PRINTED OR TYPED AND SUBMITTED TO THE CITY CLERK'S OFFICE, 44 E. DOWNER PLACE, AURORA, IL

LICENSE YEAR: ___/___/___ TO ___/___/___

I. APPLICANT INFORMATION

APPLICANT / CORPORATE NAME COFFEE HOUSE HOLDINGS, INC.

D/B/A NAME STARBUCKS COFFEE #10825

BUSINESS LOCATION ADDRESS 2948 KIRK RD AURORA, IL 60502

BUSINESS PHONE (630) 851-9257 FAX NUMBER () _____

APPLICANT'S REPRESENTATIVE WEBSTER POWELL, P.C.

REPRESENTATIVE'S PHONE (312) 587-8800 CELL () _____

E-MAIL ADDRESS FOR CONTACTING BUSINESS aglover@starbucks.com

OFFICIAL USE ONLY

- REQUIREMENTS - NEW APPLICATIONS:**
- APPLICATION FEE
 - BIS (BUSINESS INFORMATION SHEET)
 - FDF (FINANCIAL DISCLOSURE FORM)
 - CERTIFICATE OF REGISTRATION (FOOD & BEVERAGE TAX)
 - CERTIFICATE OF OCCUPANCY
 - CERTIFICATE OF INCORPORATION
 - PIF (PERSONAL INFORMATION FORMS) (BACKGROUND CHECKS)
 - SEATING CHART (DRAWN TO SCALE) (MUST INCLUDE OUTDOOR SEATING, IF PLANNED)
 - PROBATIONARY AGREEMENT / MANAGEMENT PLAN
 - OTHER _____

- REQUIREMENTS - NEW & RENEWAL APPLICATIONS:**
- COPY OF LEASE / PROOF OF OWNERSHIP
 - COPY OF DRAM SHOP INSURANCE (LIQUOR LIABILITY INSURANCE)
 - COUNTY HEALTH DEPT. CERTIFICATE
 - COPY OF MENU, IF APPLICABLE
 - COPY OF STATE LIQUOR LICENSE
 - COPY OF STATE-CERTIFIED BEVERAGE ALCOHOL SELLERS/SERVERS TRAINING CERTIFICATES
 - OTHER _____
- NOTES: _____
- _____
- _____

APPROVED

DENIED

DATE OF APPROVAL / DENIAL _____

MAYOR / LIQUOR CONTROL COMMISSIONER

DATE RECEIVED 11/16/15

DATE ISSUED _____

IV. PREVIOUS LIQUOR LICENSES

1. Starting with the most recent, list any business that was owned or operated by the applicant within the past ten (10) years that possessed a liquor license. If more space is needed, please attach a separate sheet.

Business Name: SEE ATTACHED LIST OF IL LOCATIONS

Address: _____

Phone: _____ Date Owned (mm/yy - mm/yy) _____

Liquor License Number: _____

Business Name: _____

Address: _____

Phone: _____ Date Owned (mm/yy - mm/yy) _____

Liquor License Number: _____

2. Have any liquor licenses issued to the applicant been revoked or suspended? Yes No
If Yes, proceed to Question 2A. If more space is needed, please attach a separate sheet.

2A. Name: _____ Name of Business: _____

Address: _____

Date License Held (mm/yy - mm/yy): _____ Date of Revocation: _____

Reason(s) for Revocation of License: _____

3. Has any director, officer, shareholder, or any of your managers ever held a liquor license (wholesale or retail) that was revoked by the federal, state, or local government? Yes No
If Yes, proceed to Question 3A. If more space is needed, please attach a separate sheet.

3A. Name: _____ Name of Business: _____

Position with Business: _____

Date License Held (mm/yy - mm/yy): _____ Date of Revocation: _____

Reason(s) for Revocation of License: _____

4. Has any director, officer, shareholder, or any of your managers ever been denied a liquor license from any jurisdiction? Yes No If Yes, proceed to Question 4A. If more space is needed, please attach a separate sheet.

4A. Name: _____ Name of Business: _____

Position with Business: _____

Date of Denial _____

Reason(s) for Denial of License: _____

V. BUSINESS ORGANIZATION INFORMATION

TYPE OF BUSINESS: Sole Proprietor Partnership LLC Corporation Non-Profit

For LLC, Corporation or Non-Profit organizations, proceed to Question C.

A. Name of Sole Proprietor: _____

D/B/A (Doing Business As) Name: _____

B. Name of ALL Partners (If more space is needed, please attach separate sheet): _____

C. Corporation Name: COFFEE HOUSE HOLDINGS, INC.

Corporate Registered Agent / Contact: ANNA GLOVER

Corporate Headquarters Address: 2401 UTAH AVENUE SOUTH SEATTLE, WA 98134

Corporate Phone: (206) 318-6511 Corporate Contact Cell Phone: _____

State of Incorporation: WA Date of Incorporation: 04/15/2009

VI. OWNER / MANAGER INFORMATION

Please provide the below-requested information as follows:

Sole Proprietor or Partnerships - ALL owner(s) and partner(s)

Corporations - ALL director(s) and officer(s)

If more space is needed, please attach a separate sheet.

Name: CLARICE TURNER

Position with Business: PRESIDENT % of Ownership: 0%

Social Security Number: _____ Date of Birth: _____

Driver's License Number: _____ Place of Birth: UKIAH, CA

Home Address: _____

Home Phone: _____ Cell Phone: _____

E-mail Address: clturner@starbucks.com

Name: SOPHIE HAGER HUME

Position with Business: SECRETARY % of Ownership: 0%

Social Security Number: _____ Date of Birth: _____

Driver's License Number: _____ Place of Birth: BROOKLYN, NY

Home Address: _____

Home Phone: _____ Cell Phone: _____

E-mail Address: shagerhu@starbucks.com

Name: MICHAEL MALANGA

Position with Business: VICE PRESIDENT % of Ownership: 0%

Social Security Number: _____ Date of Birth: _____

Driver's License Number: _____ Place of Birth: CHICAGO, IL

Home Address: _____

Home Phone: _____ Cell Phone: _____

E-mail Address: mmalanga@starbucks.com

2. OWNERS / PARTNERS / DIRECTORS / OFFICERS (Continued):

Name: ANDREW WOLFF
Position with Business: TREASURER % of Ownership: 0%
Social Security Number: _____ Date of Birth: _____
Driver's License Number: _____ Place of Birth: BELLEVUE, WA
Home Address: _____
Home Phone: _____ Cell Phone: _____
E-mail Address: dwolff@starbucks.com

Name: SARA TRILLING
Position with Business: VICE PRESIDENT % of Ownership: 0%
Social Security Number: _____ Date of Birth: _____
Driver's License Number: _____ Place of Birth: ST. LOUIS, MO
Home Address: _____
Home Phone: _____ Cell Phone: _____
E-mail Address: strillin@starbucks.com

*****SEE ATTACHED FOR ADDITIONAL OFFICERS*****

VII. MANAGER, ASSISTANT / SECONDARY MANAGER / COOK INFORMATION

ALL Managers and an Assistant or Secondary Manager MUST Submit to a background check.

For Class E-Restaurant, Class F and Class F-1-Beer and Wine Restaurant applications, provide the name and address of the cook or chef responsible for duties as outlined in the City Liquor Ordinance.

Manager's Name: YESENIA MONTALVO
Position with Business: STORE MANAGER % of Ownership: 0%
Social Security Number: _____ Date of Birth: _____
Driver's License Number: _____ Place of Birth: LOS ANGELES, CA
Home Address: _____
Home Phone: _____ Cell Phone: _____
E-mail Address: yeseniamontalvo@gmail.com

Manager's Name: DANIELLE DI CIANNI
Position with Business: SHIFT SUPERVISOR % of Ownership: 0%
Social Security Number: _____ Date of Birth: _____
Driver's License Number: _____ Place of Birth: WINFIELD, IL
Home Address: _____
Home Phone: _____ Cell Phone: _____
E-mail Address: dicianni.danielle@gmail.com

Cook / Chef's Name: _____
Home Address: _____

VI. OWNERS / PARTNERS / DIRECTORS / OFFICERS (Continued):

Name: LINDA VAN GOSEN
Position with Business: VICE PRESIDENT % of Ownership: 0%
Social Security Number: _____ Date of Birth: _____
Driver's License Number: _____ Place of Birth: DETROIT, MI
Home Address: _____
Home Phone: (206) 318-2466 Cell Phone: _____
E-mail Address: _____

Name: SUSAN JOHNSON
Position with Business: ASST. SECRETARY % of Ownership: 0%
Social Security Number: _____ Date of Birth: _____
Driver's License Number: _____ Place of Birth: ABERDEEN, WA
Home Address: _____
Home Phone: _____ Cell Phone: _____
E-mail Address: _____

Name: STEPHANIE JO MEIER
Position with Business: ASST. SECRETARY % of Ownership: 0%
Social Security Number: _____ Date of Birth: _____
Driver's License Number: _____ Place of Birth: SEATTLE, WA
Home Address: _____
Home Phone: _____ Cell Phone: _____
E-mail Address: _____

VIII. CORPORATION / PREMISES QUESTIONS

- | | |
|--|---------------------------------|
| <p>1. Have you attached a copy of your corporation's Certificate of Incorporation? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If your corporation is incorporated in another state other than the State of Illinois, please attach a copy of the document pursuant to which the corporation is qualified to transact business in Illinois under the Illinois Business Corporation Act.</p> | |
| <p>2. Has the corporation ever been dissolved either voluntary or involuntary?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, state of date of reinstatement.</p> | |
| <p>3. Is the corporation a subsidiary of a parent corporation?
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, state the parent corporation's name.</p> | STARBUCKS CORPORATION |
| <p>4. Is the corporation obligated to pay a percentage of profits to a parent corporation or any person or entity not listed as a shareholder above?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, explain.</p> | |
| <p>5. How long has the corporation been in the business of the retail sale of alcohol (years/months)?</p> | 44 YEARS |
| <p>6. Does the corporation own or lease the building or the space in which the business is located?
<input type="checkbox"/> Own <input checked="" type="checkbox"/> Lease If you lease the premises, a copy of the lease must be attached to this application.</p> | |
| <p>7. If the building is not owned, what is the expiration date of the lease?</p> | APRIL 2018 |
| <p>8. Do you have or intend to have a management contract with another entity or person, who is not a bona fide employee, to manage the licensed business for you?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, state the name and address of the manager or management company. A management company affidavit must accompany this application.</p> | |
| <p>9. If this is a new license application, what kind of business was previously conducted in the space in which you intend to operate your business?</p> | EXISTING BUSINESS / COFFEE SHOP |
| <p>10. State the estimated value of goods, wares and merchandise to be used in the course of business.</p> | \$8,000.00 |
| <p>11. Has any director, officer, shareholder, or any of your managers ever been found guilty of a felony or misdemeanor, including but not limited to any gambling offense and any alcohol related traffic offense?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, explain the charge, date, city, and state where the charge was brought, and the disposition. This must include all findings of guilty, whether subsequently vacated or not, whether expunged or not, and shall specifically include any orders of court supervision, whether satisfactorily completed or not.</p> | |
| <p>12. Does the director, officer, shareholder, or any of your managers hold any law enforcement office?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, state the person's name, title and agency.</p> | |

<p>13. Other than when making an initial application for a license, has your corporation or any predecessor to or subsidiary or parent of your corporation ever been subject to charges, hearing, or investigation by any jurisdiction with respect to a liquor license? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If Yes, list each and every charge, the date of the charge, the eventual disposition of the charge, and the municipality or other jurisdiction bringing the charge. If no charges were filed, state the reason(s) for the investigation or hearing.</p>	
<p>14. Is the premises within 100 feet of a church, grade school, middle school, alternative school or high school, hospital, or home for the indigent? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>15. If applicant is applying for a Class B - Fraternal Society or Club Liquor License:</p> <p>A. How many dues-paying members to you have? _____ (Attach a listing of members' names and addresses.)</p> <p>B. Does your club have the qualifications described in the Illinois Act and the City of Aurora Liquor Ordinance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	
<p>16. Does your establishment have entertainment? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, list each form of entertainment you will be holding (i.e. bands / solo acts, DJ's, etc.)</p>	
<p>17. Do you employ security? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Only when entertainment is held</p> <p>If Yes, do you:</p> <p><input type="checkbox"/> Hire Private Security Company <input type="checkbox"/> Use On-staff Employees <input type="checkbox"/> Hire Off-duty Police Officers <input type="checkbox"/> Combination of the Above</p> <p>If you hire a Private Security Company, please provide the company name and contact person.</p>	
<p>18. For Class E-Restaurant, Class F, and Class F-1-Beer and Wine Restaurant applications, provide a copy of menu with application.</p>	
<p>19. For Class E-Restaurant, Class F, and Class F-1-Beer and Wine Restaurant applications, provide a drawing, drawn to scale, of the layout of tables and chairs as they will be positioned in your restaurant. The drawing should include all bars, stages, dance floors, amusement devices, and kitchen area(s).</p>	
<p>20. Is the applicant required by the City of Aurora Liquor Ordinance to prepare and serve food for consumption on the licensed premises? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If YES, please attach a copy of your current County Health Department Certificate.)</p>	
<p>21. Proof of Dram Shop (Liquor Liability) Insurance is mandatory and required to be on file with the Liquor License Application. (Please attach a copy of the insurance policy to this application.)</p>	
<p>22. Proof of satisfactory completion of a state-certified beverage alcohol sellers and service education and training program for all persons who serve or sell alcoholic beverages pursuant to your license is mandatory and required to be on file with the Liquor License Application. (Please attach a copy of all employees' certificates, if you have not already submitted same to the City Clerk's Office.)</p>	
<p>24. Has the applicant completed and filed a Certificate of Registration Application and produced appropriate bond pursuant to Sec. 124 of Chapter 44 of the Aurora Code of Ordinances (Food & Beverage Tax)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>26. All NEW applications received after June 8, 2010 are subject to the Liquor License Probationary Agreement / Management Plan. If this a NEW application, has the applicant read, signed, and kept a copy of said Probationary Agreement / Management Plan? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (This requirement does not apply to renewal applications.)</p>	

IX. AFFIDAVIT

I, first being duly sworn, under oath, deposes and say that I am an applicant for the license requested in the foregoing Application; that I am of good repute, character, and standing, and that answers to the questions asked in the foregoing Application are true and correct in every detail. I further state that I have read and understand the Code provisions in the City of Aurora's Liquor Ordinance. I further agree not to violate any of the laws of the United States, the State of Illinois or any of the ordinances of the City of Aurora. In the conduct of my place of business.

I ALSO UNDERSTAND THAT AN UNTRUE, INCORRECT, OR MISLEADING ANSWER GIVEN IN THIS APPLICATION IS SUFFICIENT CAUSE FOR THE REFUSAL TO GRANT, NON-RENEWAL, OR THE REVOCATION OF ANY LICENSE GRANTED PURSUANT TO THIS APPLICATION.

I further give my permission to the City of Aurora or any agency thereof to check with any agency or individual named or referred to in this Application to verify or clarify any answer that I have given.

CORPORATE / LLC SIGNATURES

INDIVIDUAL / PARTNERSHIP SIGNATURES

President
[Signature]

Secretary

9/24/15

Date

Signature

Signature

Date

Signed and sworn to before me this 24 day of September, 2015.

[Signature]

Notary Public

(SEAL)



PART 3 FINANCING IDENTIFY THE SOURCE(S) OF THE FUNDS USED TO PAY FOR THE EXPENSES LISTED IN PART 2

a BUSINESS SAVINGS & CHECKING Identify any funds from business accounts used to fund Expenses, Part 2

Account Number	Financial Institution	Date Opened	Signatories on Account	Current Balance	Drawn for Business
N/A				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

Total dollar amount drawn from business accounts: **a** \$ N/A

Description of Source (identify the sources) of money in the accounts listed above	Contribution Frequency	Contribution Amount
		\$
		\$
		\$
		\$

b PERSONAL SAVINGS & CHECKING Identify any funds from personal accounts used to fund Expenses, Part 2

Account Number	Financial Institution	Date Opened	Signatories on Account	Current Balance	Drawn for Business
N/A				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

Total dollar amount drawn from personal accounts: **b** \$ N/A

Description of Source (identify the sources) of money in the accounts listed above	Contribution Frequency	Contribution Amount
		\$
		\$
		\$
		\$

c LOANS FROM FINANCIAL INSTITUTIONS Identify any loans from financial institutions used to fund Expenses, Part 2

Account Number	Financial Institution	Loan Date	Loan Term	Co-signers of Loan	Loan Amount
N/A					\$
					\$
					\$
					\$

Total dollar amount loaned by financial institutions: **c** \$ N/A

d LOANS FROM INDIVIDUALS Identify any loans from individuals used to fund Expenses, Part 2

Name of Individual	Loan Date	Source of Funds for Loan	% Investment	Loan Amount
N/A				\$
				\$
				\$
				\$

Total dollar amount loaned by individuals: **d** \$ N/A

e SECURITIES ▶ Identify any securities (stocks, bonds, CODs, etc.) sold to fund Expenses, Part 2

Name of Security	Buy Date	Sell Date	# of shares	Price	Ticker	Amount Invested
N/A						▶ \$
						▶ \$
						▶ \$
						▶ \$

Total dollar amount drawn from the sale of securities: **e** ▶ \$ N/A

f GIFTS FROM INDIVIDUALS ▶ Identify any gifts from individuals used to fund Expenses, Part 2

Name of Giver	Date of Gift	Source of Funds for Gift	% Investment	Amount
N/A			%	▶ \$
			%	▶ \$
			%	▶ \$
			%	▶ \$

Total financing from gifts: **f** ▶ \$ N/A

g GIFTS/GRANTS FROM INSTITUTIONS ▶ Identify any gifts and/or grants from institutions used to fund Expenses, Part 2

Institution	Address (Street, City, State)	Contact Name & Phone	Grant Date	Amount Gifted
N/A				▶ \$
				▶ \$
				▶ \$
				▶ \$

Total money received from institutional gifts and/or grants: **g** ▶ \$ N/A

h OTHER FINANCING ▶ Identify any other financing (credit cards, etc.) used to fund Expenses, Part 2

Description of Financing	Amount Financed
CASH ON HAND/CASH ACCOUNTS DERIVED FROM PARENT ENTITY -	▶ \$
STARBUCKS CORPORATION	▶ \$
	▶ \$

Total money drawn from other financing: **h** ▶ \$60,000

= FINANCING TOTALS ▶ Sub-total all funds (sections a-h) used to fund Parts 2

Business Accounts	A ▶ \$ N/A	Gifts from Individuals	f ▶ \$ N/A
Personal Accounts	b ▶ \$ N/A	Gifts/Grants from Institutions	g ▶ \$ N/A
Loans from Financial Institutions	c ▶ \$ N/A	Other Financing	h ▶ \$ 60,000
Loans from Individuals	d ▶ \$ N/A	TOTAL BUSINESS FINANCING (a-h)*	= ▶ \$ 60,000
Securities	e ▶ \$ N/A	* should be equal to or greater than total amount of expenses listed in part 2	

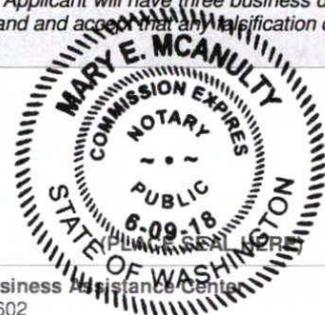
PART 4 ACKNOWLEDGEMENT ▶ REVIEW THE FOLLOWING STATEMENT AND SIGN YOUR ACKNOWLEDGEMENT BELOW

I hereby certify, under penalty of perjury, that I am authorized to execute this form and that all information I have provided on this form is complete, true, and, correct. I certify that I understand that all information provided on this Financial Disclosure Form will be corroborated. The City of Chicago reserves the right to request any and all documentation it determines necessary to perform this verification. I and/or my Applicant will have three business days to meet such requests, and failure to do so may result in a disapproved or suspended license application. I understand and accept that any falsification or purposely holding back of this information is grounds for recalling the license(s) issued.

Signature of Applicant: Chris J. Turner Date: 10-12-15

Subscribed and sworn to before me this 12th Day of October 2015

Notary Public in and for said County and State: Mary E. McAnulty



SECURITY

WILL PRIVATE SECURITY BE HIRED FOR YOUR BUSINESS? YES NO

IF YES, WILL PRIVATE SECURITY BE HIRED ONLY WHEN ENTERTAINMENT IS HELD? YES NO

NAME OF PRIVATE SECURITY COMPANY TO BE HIRED

N/A

ADDRESS OF PRIVATE SECURITY COMPANY

N/A

CONTACT PERSON FOR PRIVATE SECURITY COMPANY

N/A

CONTACT PERSON PHONE NUMBER FOR PRIVATE SECURITY COMPANY

N/A



AFFIDAVIT

BY SIGNING THIS PROBATIONARY AGREEMENT, THE UNDERSIGNED AFFIRMS THAT HE/SHE UNDERSTANDS IF THE BUSINESS IS FOUND TO BE IN VIOLATION OF ANY SECTION OF THE LIQUOR ORDINANCE WITHIN THE FIRST YEAR OF OPERATION, A LIQUOR HEARING MAY BE HELD AND THE LIQUOR LICENSE ISSUED MAY BE REVOKED WITHOUT PROGRESSIVE DISCIPLINE BEING INSTITUTED.

PRESIDENT / OWNER

Suzanne Haglund Hume

SECRETARY / OWNER

DATE

9/24/15

DATE

RECEIPT

I HAVE RECEIVED A COPY OF THE PROBATIONARY AGREEMENT / MANAGEMENT PLAN THAT HAS BEEN SIGNED BY THE PRESIDENT AND SECRETARY / OWNER(S) OF THE BUSINESS. ONE COPY OF AGREEMENT WILL BE PLACED IN THE LICENSEE'S FILE IN THE CITY CLERK'S OFFICE.

PRESIDENT / OWNER

Suzanne Haglund Hume

SECRETARY / OWNER

DATE

9/24/15

DATE

CITY CLERK'S OFFICE

DATE

Illinois Locations
Coffee House Holdings, Inc d/b/a Starbucks Coffee

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY, STATE ZIP</u>	<u>LICENSE#</u>
Starbucks Coffee #18024	790 S Randall Rd.	Algonquin, IL 60102	IA-1127297
Starbucks Coffee #2217	101 W. Main St.	Barrington, IL 60010	IA-1127848
Starbucks Coffee #2347	1681 S IL Route 59	Bartlett, IL 60103	IA-1127605
Starbucks Coffee #13442	515 Village Center Drive	Burr Ridge, IL 60527	IA-0105994
Starbucks Coffee #2218	1000-1002 W. Diversey	Chicago, IL 60614	IA-0106649
Starbucks Coffee #16309	200 S. Michigan Ave.	Chicago, IL 60601	IA-0106705
Starbucks Coffee	600 N. State St.	Chicago, IL 60654	IA-0107289
Starbucks Coffee	1003-1005 N. Rush St.	Chicago, IL 60601	IA-0107968
Starbucks Coffee #8954	4558 N. Kedzie Ave.	Chicago, IL 60625	IA-1127481
Starbucks Coffee #272	2525 N. Clark	Chicago, IL 60614	IA-1127485
Starbucks Coffee #22423	1230 N. Wells St.	Chicago, IL 60610	IA-1127486
Starbucks Coffee #9426	520 N Ogden Ave.	Chicago, IL 60642	IA-1127659
Starbucks Coffee #216	401 E. Ontario St.	Chicago, IL 60611	IA-1127670
Starbucks Coffee #226	1530 E. 53 rd St.	Chicago, IL 60615	IA-1127622
Starbucks Coffee #19634	6001 S. LaGrange Rd.	Countryside, IL 60525	IA-1127680
Starbucks Coffee #266	5002 Main St.	Downers Grove, IL 60515	IA-1128034
Starbucks Coffee #19854	1149 Ogden Ave.	Downers Grove, IL 60515	IA-1128036

Starbucks Coffee #15749	102 Biesterfield Rd.	Elk Grove Village, IL 60007	IA-1127158
Starbucks Coffee #243	1734 Sherman Ave.	Evanston, IL 60201	IA-1120954
Starbucks Coffee #2205	536 Crescent Blvd.	Glen Ellyn, IL 60137	IA-1127488
Starbucks Coffee #2543	1833 Deerfield Rd.	Highland Park, IL 60035	IA-1127578
Starbucks Coffee #17751	2060 Skokie Valley Rd.	Highland Park, IL 60035	IA-1127579
Starbucks Coffee #2585	1405 Palatine Rd.	Hoffman Estates, IL 60192	IA-1128157
Starbucks Coffee #18566	12210 Princeton Dr.	Huntley, IL 60142	IA-1127119
Starbucks Coffee	343 N Randall Rd.	Lake in the Hills, IL 60156	IA-1127681
Starbucks Coffee #11874	1048 Maple Ave.	Lisle, IL 60532	IA-1128139
Starbucks Coffee #10684	1050 N Rt. 83	Mundelein, IL 60060	IA-1128281
Starbucks Coffee #19807	23915 W Main St.	Plainfield, IL 60544	IA-1127929
Starbucks Coffee #14234	10 E. Main St.	Roselle, IL 601722	IA-1127397
Starbucks Coffee #2660	9500 W. Higgins Rd.	Rosemont, IL 60018	IA-1128042
Starbucks Coffee #2344	601 N. Martingale Road	Schaumburg, IL 60173	IA-0105719
Starbucks Coffee #280	101 S 1 st St.	St. Charles, IL 60174	IA-1127313
Starbucks Coffee #2826	203 N. 8 th St.	West Dundee, IL 60118	IA-1127602
Starbucks Coffee #224	1515 Sheridan Rd.	Wilmette, IL 60091	IA-1127590
Starbucks Coffee #275	566 Chestnut St.	Winnetka, IL 60093	IA-1126739
Starbucks Coffee #19693	1246 N Bridge St.	Yorkville, IL 60560	IA-1127045



STARBUCKS EVENINGS
 STORE #10825
 2948 KIRK ROAD
 AURORA, IL 60502

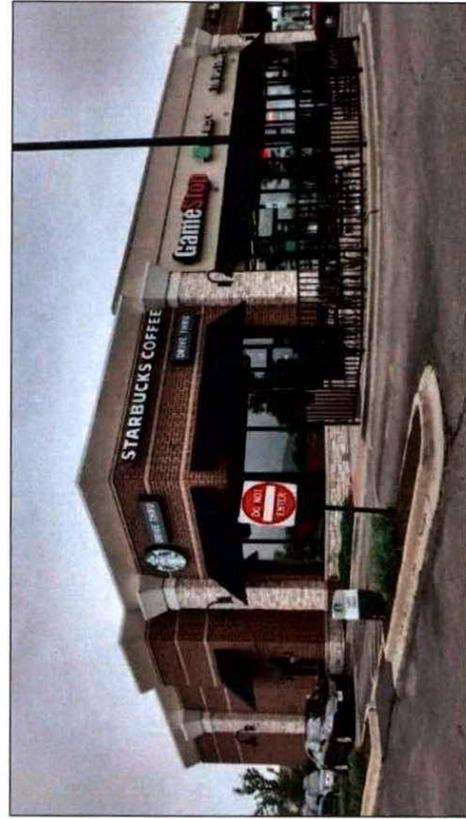


Drawn by: RDR

MARK	DATE	ISSUE
▽	07/24/15	FUNCTIONAL DESIGN
▽	07/04/15	PRELIMINARY
▽	08/29/15	COMPLETE REVIEW PACKAGE
▽	-	05 APPROVED DRAWINGS

Project Number: DAV15002.0
 Sheet Number:

10825
 COVER



Kane County Health Department

Food Establishment Permit - 0773

2015

This permit is to be conspicuously displayed at the place of business.
The responsibility for maintaining the certificate rests with the operator.

STARBUCK'S COFFEE #10825
STARBUCK'S COFFEE
2948 KIRK RD
AURORA IL 60504

The Kane County Health Department inspects the Establishment at the address above and finds it to be in substantial compliance with the provision of Chapter 11.5, Article II, Food Sanitation, Sections 11.5.26 - 11.5.50 of the Kane County Code. This permit is valid from January 1 through December 31 for the year noted above. This permit must be posted.



Barbara J. Jeffers, MPH
Executive Director
Kane County Health Department



Kane County
Health Department

This Permit Is Not Transferable

Establishment # 04-1099
Category III

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.

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

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.

Double Chocolate Brownie Bites

Our classic brownie with drizzles of chocolate and caramel.



Chocolate Truffles

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



FILED
SECRETARY OF STATE

APR 15 2009

STATE OF WASHINGTON

ARTICLES OF INCORPORATION

OF

COFFEE HOUSE HOLDINGS, INC.

602 915 611

The undersigned does hereby act as incorporator in adopting the following Articles of Incorporation for the purpose of organizing a corporation for profit, pursuant to the provisions of the Washington Business Corporation Act.

FIRST: The corporate name for the corporation (hereinafter called the "corporation") is

COFFEE HOUSE HOLDINGS, INC.

SECOND: The number of shares which the corporation is authorized to issue is 1,000, each of which having a par value of \$0.001, and all of which are of the same class and are to be Common shares.

THIRD: The street address of the initial registered office of the corporation in the State of Washington is 6500 Harbour Heights Pkwy, Suite 400, Mukilteo, Washington 98275.

The name of the initial registered agent of the corporation at the said registered office is Corporation Service Company.

FOURTH: The name and the address of the incorporator are:

NAME

ADDRESS

Devin Stockfish

2401 Utah Avenue S., Suite 800
Seattle, WA 98134

FIFTH: The corporation is organized for the purposes of transacting any and all business for which corporations may be incorporated under Title 23B of the Revised Code of Washington, as amended, and to have all of the general powers granted to corporations organized under the Washington Business Corporation Act, whether granted by specific statutory authority or by construction of law.

SIXTH: The period of the corporation's duration is perpetual.

SEVENTH: The corporation shall, to the fullest extent permitted by the provisions of the Washington Business Corporation Act, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said provisions from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said provisions, and the indemnification provided for herein shall not be deemed exclusive of any other rights to

directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person.

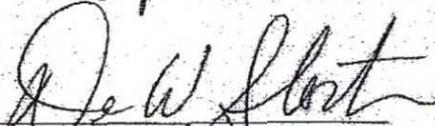
EIGHTH: The personal liability of the directors of the corporation is hereby eliminated to the fullest extent permitted by the provisions of the Washington Business Corporation Act, as the same may be amended and supplemented.

NINTH: Except as otherwise prescribed by the provisions of Section 23B.07.270 of the Washington Business Corporation Act, with respect to any shareholder action for which the vote of at least a two-thirds proportion of all the votes entitled to be cast by any voting group of shareholders of the corporation is otherwise required by the provisions of the Washington Business Corporation Act for the adoption of that action, the vote of at least a majority of all the votes entitled to be cast by such voting group shall be sufficient for the adoption of that action.

TENTH: Any action required or permitted by the provisions of the Washington Business Corporation Act to be taken at a shareholders' meeting may be taken without a meeting or a vote if the action is taken by shareholders holding of record or otherwise entitled to vote in the aggregate not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote on the action were present and voted, to the fullest extent and in the manner authorized by the provisions of Section 23B.07.040 of the Washington Business Corporation Act.

ELEVENTH: Shareholders shall not be entitled to cumulate their votes in the election of directors.

Signed on: April 14th, 2009


Devin Stockfish, Incorporator

**RESTATED ARTICLES OF INCORPORATION
OF
STARBUCKS CORPORATION**

**FILED
SECRETARY OF STATE**

FEB 08 2006

**STATE OF WASHINGTON
Restated Articles of**

Pursuant to RCW 23B10.070, the following
Incorporation are hereby submitted for filing.

ARTICLE 1. NAME

The name of the corporation is Starbucks Corporation.

ARTICLE 2. DURATION

The period of the corporation's duration is perpetual.

ARTICLE 3. PURPOSES

The corporation is organized for the purposes of transacting any and all business for which corporations may be incorporated under Title 23B of the Revised Code of Washington, as amended, including, but not limited to, establishing and operating retail coffee and espresso bars in the State of Washington and in other states.

ARTICLE 4. SHARES

The corporation shall have authority to issue 1,207,500,000 shares of capital stock, of which 1,200,000,000 shares will be common stock, and, 7,500,000 shares will be preferred stock.

4.1 Common Stock. The corporation shall have authority to issue up to 1,200,000,000 shares of common stock, \$0.001 par value per share.

4.2 Preferred Stock. The corporation shall have authority to issue up to 7,500,000 shares of preferred stock, \$0.001 par value per share. The Board of Directors shall have all rights afforded by applicable law to establish series of said preferred shares, the rights and preferences of each such series to be set forth in appropriate resolutions of the Board of Directors.

ARTICLE 5. DIRECTORS

5.1 Number of Directors. The number of directors of the corporation shall be fixed in the Bylaws and may be increased or decreased from time to time in the manner specified therein.

5.2 Terms of Directors. Beginning with the corporation's annual meeting of shareholders to be held in 2007, the directors shall be elected for terms lasting until the next annual meeting of shareholders following their election, and until their successors are elected and qualified, subject to their earlier death, resignation or removal from the Board of Directors.

ARTICLE 6. PREEMPTIVE RIGHTS

6.1 Common Stock. Shareholders of the Common Stock of the corporation shall not have preemptive rights to acquire shares of stock or securities convertible into shares of stock issued by the corporation.

6.2 Preferred Stock. Holders of Preferred Stock shall have preemptive rights subject to the rights and preferences as described under Article 4 of these Articles of Incorporation.

ARTICLE 7. CUMULATIVE VOTING

Shareholders of the corporation shall not have the right to cumulate votes in the election of directors.

ARTICLE 8. AMENDMENTS OF ARTICLES OF INCORPORATION

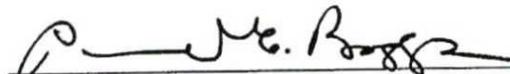
The corporation reserves the right to amend or repeal any provisions contained in these Articles of Incorporation, in the manner now or hereafter prescribed by law. All rights and powers conferred herein on shareholders and directors are subject to this reserved power.

ARTICLE 9. LIMITATION OF DIRECTOR LIABILITY

To the full extent that the Washington Business Corporation Act, as it exists on the date hereof or may hereafter be amended, permits the limitation or elimination of the liability of directors, a director of the corporation shall not be liable to the corporation or its shareholders for monetary damages for his or her acts or omissions as a director. Any amendment to or repeal of this Article 9 shall not adversely affect any right or protection of a director of the corporation for or with respect to any acts or omissions occurring prior to such amendment or repeal.

The undersigned, as Secretary of Starbucks Corporation, executes these Restated Articles of Incorporation this 8th day of February, 2006.

STARBUCKS CORPORATION



Paula E. Boggs,
executive vice president, general counsel
and secretary



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

NOVEMBER 8, 2011

6810-091-7

CSC
801 ADLAI STEVENSON DR
SPRINGFIELD, IL 62703

RE COFFEE HOUSE HOLDINGS, INC.

DEAR SIR OR MADAM:

IT IS OUR PLEASURE TO APPROVE YOUR REQUEST TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS. FEES IN THIS CONNECTION HAVE BEEN RECEIVED AND CREDITED.

THE CORPORATION MUST FILE AN ANNUAL REPORT AND PAY FRANCHISE TAXES PRIOR TO THE FIRST DAY OF ITS ANNIVERSARY MONTH (MONTH OF QUALIFICATION) NEXT YEAR. A PRE-PRINTED ANNUAL REPORT FORM WILL BE SENT TO THE REGISTERED AGENT AT THE ADDRESS SHOWN ON THE RECORDS OF THIS OFFICE APPROXIMATELY 60 DAYS PRIOR TO ITS ANNIVERSARY MONTH.

SECURITIES CANNOT BE ISSUED OR SOLD EXCEPT IN COMPLIANCE WITH THE ILLINOIS SECURITIES LAW OF 1953, 815 ILLINOIS COMPILED STATUTES, 5/1 ET SEQ. FOR FURTHER INFORMATION, CONTACT THE OFFICE OF THE SECRETARY OF STATE, SECURITIES DEPARTMENT AT (217) 782-2256 OR (312) 793-3384.

SINCERELY,

JESSE WHITE
SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
CORPORATION DIVISION
TELEPHONE (217) 782-6961

7. The purpose or purposes for which it was organized which it proposes to pursue in the transaction of business in this state: (If not sufficient space to cover this point, add one or more sheets of this size)

Retailer of coffee, tea and coffee supplies, food and beverage items.

8. Authorized and issued shares:

Class	Series	Par Value	Number of Shares Authorized	Number of Shares Issued
Common Stock		\$0.001	1,000	100

(If more, attach list)

9. Paid-in Capital: \$ 100
 ("Paid-in Capital" replaces the terms Stated Capital & Paid-in Surplus and is equal to the total of these accounts.)

10. (a) Give an estimate of the total value of all the property* of the corporation for the following year: \$ 278,788
 (b) Give an estimate of the total value of all the property* of the corporation for the following year that will be located in Illinois: \$ 0
 (c) State the estimated total business of the corporation to be transacted by it everywhere for the following year: \$ 1,082,180
 (d) State the estimated annual business of the corporation to be transacted by it at or from places of business in the State of Illinois: \$ 7,000,000

11. Interrogatories: (Important - this section must be completed.)

(a) Is the corporation transacting business in this state at this time? no
 (b) If the answer to item 11(a) is yes, state the exact date on which it commenced to transact business in Illinois:

12. This application is accompanied by a certified copy of the articles of incorporation, as amended, duly authenticated, within the last ninety (90) days, by the proper officer of the state or country wherein the corporation is incorporated.

13. The undersigned corporation has caused this application to be signed by a duly authorized officer, who affirms, under penalties of perjury, that the facts stated herein are true. (All signatures must be in **BLACK INK**.)

Dated November 8, 2011
 (Month & Day) (Year)

Clarice Turner
 (Any Authorized Officer's Signature)
 Clarice Turner, President
 (Print Name and Title)

Coffee House Holdings, Inc.
 (Exact Name of Corporation)

* PROPERTY as used in this application shall apply to all property of the corporation, real, personal, tangible, intangible, or mixed without qualifications.

Note 1: Payment in connection with this application must be in the form of a certified check, cashier's check, Illinois attorney or CPA's check or money order made payable to the "Secretary of State". The minimum fee due upon qualification is \$175. Any additional fees will be billed and must be paid before this application can be filed.

COFFEE HOUSE HOLDINGS, INC.

WRITTEN CONSENT IN LIEU OF ANNUAL MEETING OF
THE BOARD OF DIRECTORS

The undersigned, being all of the directors of Coffee House Holdings, Inc. a Washington corporation, (the "Company"), pursuant to the Company's bylaws and Section 23B.08.210 of the Washington Business Corporation Act, do hereby waive notice, consent to and approve the adoption of the following resolutions and every action effected thereby:

Resignation and Appointment of Director

RESOLVED, that the Board of Directors hereby accepts the resignation of Arthur Rubinfeld as director and president of the Company.

RESOLVED FURTHER, that Clarice Turner is hereby appointed a director of the Company, filling the vacancy created by Mr. Rubinfeld's resignation, to serve until the next annual meeting of shareholders and until her successor is elected and qualified.

Election of Officers

RESOLVED, that each of the following individuals is appointed to serve as an officer of the Company in the position set forth beside his or her name, to serve until a successor is appointed and qualified or upon said officer's earlier death, resignation or removal from office:

Clarice Turner	president
Michael Malanga	senior vice president
Michael Fink	senior vice president and secretary
Richard Lauteh	vice president and treasurer

September 21, 2011
(date)


Michael Malanga

months during the Term, provided that if the Term commences on a day other than the first day of a calendar month, then the initial fractional month of the Term plus the next succeeding twelve (12) full calendar months shall constitute the first Lease Year of the Term.

2.4 Extension.

2.4.1 Tenant shall have the option to extend the term of this Lease for four (4) consecutive five (5) year period(s) (each an "Extension Term"), upon the same terms and conditions as contained in this Lease. The rent for each Extension Term shall be as set forth in Article 3 below. To exercise an extension option, Tenant shall give Landlord written notice at least one hundred eighty (180) days prior to the then-current Expiration Date ("Tenant's Extension Notice"). Tenant's Extension Notice shall be effective to extend the Term of the Lease without further documentation except as expressly provided in Section 2.4.2 below.

2.4.2 At any time after Tenant has exercised its option to extend this Lease, Landlord and Tenant, upon request of either, will sign, acknowledge and deliver a written memorandum evidencing Tenant's exercise of the option and stating the date to which such Extension Term will extend and the rental rates that will be applicable during such Extension Term.

3. RENT.

3.1 Base Rent. Tenant shall pay to Landlord at the address stated herein, or to such other person or at such other place as Landlord may designate in writing, rent as follows ("Base Rent"):

<u>Lease Years</u>	<u>\$ Per Square Foot Per Year</u>	<u>Monthly Installment</u>	<u>Annual Rent</u>
1-5	\$45.00	\$7,226.25	\$86,715.00
6-10	\$46.00	\$7,386.33	\$88,642.00
<u>Extension Terms</u>			
11-15	\$48.40	\$7,772.23	\$93,266.80
16-20	\$53.24	\$8,549.46	\$102,593.48
21-25	\$58.56	\$9,403.76	\$112,845.12
26-30	\$64.42	\$10,344.78	\$124,137.34

Tenant shall commence to pay Base Rent and all other charges hereunder on the date (the "Rent Commencement Date") that is ninety (90) days after the later of: (i) the date that Tenant accepts possession of the Premises, and (ii) the date that Tenant receives all Government Approvals pursuant to Article 17 hereof, and shall continue to pay Base Rent in monthly installments on or before the first day of every month thereafter during the Term. Rent for any period during the Term less than one calendar month shall be prorated on a daily basis based on a three hundred sixty-five (365) day year.

Landlord and Tenant hereby agree that it is their intent that all Base Rent and Annual Additional Rent and all other charges payable to the Landlord under this lease (hereinafter individually and collectively referred to as "Rent") shall qualify as "rents from real property" within the meaning of Section 856(d) of the Internal Revenue Code of 1986, as amended, (the "Code") and the Department of the U.S. Treasury Regulations promulgated thereunder (the "Regulations"). Should the Code or the Regulations, or interpretations thereof by the Internal Revenue Service contained in revenue rulings or other similar public pronouncements, be changed so that any Rent no longer so qualifies as "rent from real property" for purposes of Section 856(d) of the Code and Regulations, or any successor provision thereto then the parties agree to execute such further instrument as may reasonably be required by the Landlord in order to give effect to the foregoing provisions of this Section.

4. CONDITION OF THE PREMISES, POSSESSION AND TENANT ALLOWANCE.

4.1 Condition of the Premises. Landlord represents and warrants that, as of the Commencement Date, Landlord's Work (as defined in Section 4.2 below) as well as all portions of the Common Areas (as defined in Section 12.1), required for access to the Premises and for operation of Tenant's business, including ingress to and egress from both Kirk and Butterfield from the Premises, and all parts of the Premises and the Building including, without limitation, sidewalks, parking areas, driveways, all structural elements, the foundation, roof, roof membrane and roof system, exterior walls, plumbing, electrical and other mechanical systems (a) are complete and comply with all federal, state, and local laws, and regulations including, without limitation, all handicapped accessibility standards, such as those promulgated under the Americans With Disabilities Act ("ADA"), and (b) are seismically and otherwise sound and in good, workable and sanitary order, condition, and repair at the time of delivery of the Premises to Tenant. Landlord shall correct any latent defects promptly after Tenant notifies Landlord of any such defect. Landlord represents and warrants that it has disclosed to Tenant any conditions or restrictions, including, without limitation, environmental contamination, restrictions on utilities or exclusive use restrictions within Landlord's knowledge that would adversely affect Tenant's store design, permitting, construction and use as contemplated by this Lease.

4.2 Landlord's Obligations. At no cost to Tenant, Landlord shall provide final plans of the Premises and Shopping Center that have been approved by all applicable government entities and in an industry standard electronic or digital format. Landlord shall complete all items described on Exhibit C attached hereto and by this reference incorporated herein, and any work necessary to bring the Premises or the Shopping Center into the condition required under Section 4.1 (collectively, "Landlord's Work") at its sole cost and expense in a good and workmanlike manner before delivering the Premises to Tenant. Landlord's Work shall also include obtaining all approvals to finalize a master sign program (if required or necessary) by the date that Landlord delivers its plans to Tenant and in any event no later than ninety (90) days before the Scheduled Delivery Date. Landlord's Work shall also include obtaining all permits and/or government approvals for the construction and operation of Tenant's drive-through facility as described on Exhibits B-1 and C. Landlord shall notify Tenant in writing at

least ten (10) days prior to the date that Landlord anticipates that the Premises will be ready for Tenant's occupancy and Tenant shall arrange promptly to inspect the Premises. At the time of Tenant's inspection, Landlord shall demonstrate all of Landlord's Work, including (without limitation) the matters identified in Section 4.1, such as the legal compliance, working order, condition and repair of all mechanical, electrical and other Building-wide systems serving the Premises. Tenant shall deliver to Landlord a written punchlist of all incomplete or faulty items of construction or mechanical installation, and any necessary mechanical adjustments and finish work needed to bring the Premises into the condition required under this Article. Landlord shall substantially repair all punchlist items within thirty (30) days of the date that Tenant occupies the Premises to the extent reasonably possible. Delivery of the Premises shall not be delayed if only punchlist items remain to be completed.

If the Premises and the Building are not in the condition required under this Article on the Scheduled Delivery Date then Tenant may, at its option, either (a) delay acceptance of possession until the Premises and the Building are in the condition required under this Article and pursue its remedies under Section 4.3; or (b) accept possession of the Premises and complete all work necessary to bring the Premises into the required condition. If Tenant elects to proceed under the foregoing subsection (b), then Landlord shall reimburse Tenant for the actual cost of such work, plus an administrative surcharge of fifteen percent (15%) to compensate Tenant for its employees' time, within thirty (30) days of receipt of an invoice for such sums. Tenant's and its contractor's determination of the cost of such work shall be final and binding on Landlord and Landlord acknowledges that Landlord can control the cost by performing the work under this Article in a timely manner. If Landlord does not reimburse Tenant as required by this Section, then Tenant may offset such sum against up to twenty percent (20%) of Base Rent and all other charges each month until such sum has been fully recouped.

4.3 Delay in Delivery of Possession. Landlord shall deliver actual possession and control of the Premises (in the condition required by this Lease) on the Scheduled Delivery Date. Landlord acknowledges that Tenant intends to start construction of Tenant's improvements on the Scheduled Delivery Date, and that a delay in delivery of the Premises beyond such date will cause Tenant to suffer certain losses which are difficult to quantify including, by way of illustration and not of limitation, lost profits, construction delay costs and employee wages. If the Commencement Date does not occur within twenty one (21) days after April 11, 2008 for any reason, then Landlord shall pay to Tenant, as liquidated damages and not as a penalty, the sum of Five Hundred Dollars (\$500.00) per day from the Scheduled Delivery Date to the actual Commencement Date; provided, however, that if such delay is caused by a Force Majeure Event, the Scheduled Delivery Date shall be deemed extended by a period during which said Force Majeure Event shall cause such delay, but such deferral of the Scheduled Delivery Date shall in no event be deferred by a Force Majeure Event for more than forty-five (45) days. Landlord and Tenant agree that the foregoing sum is their best estimate of the daily damages, including but not limited to lost sales that Tenant will incur as a result of Landlord's failure to deliver the Premises. If the Commencement Date does not occur within ninety (90) days after the Scheduled Delivery Date for any reason whatsoever, Tenant, at its option, may terminate this Lease upon written notice to Landlord. Such termination date shall not be subject to extensions for any reason whatsoever (including, without limitation, Section 23.17). If Tenant elects to terminate this

improvements constructed by Tenant in the Premises; and (b) Tenant's specific business operations in the Premises. Tenant shall not be required to make any seismic or structural upgrades, repairs, improvements or alterations to the Premises or the Shopping Center in order to comply with the requirements of this Section. Landlord, at its sole cost and expense, shall comply with all other laws, rules, regulations, and ordinances made by any governmental authority affecting the Premises, areas adjacent to the Premises, Common Areas, the Shopping Center and/or the Property including, without limitation, all accessibility for the disabled requirements.

5.3 Operations. Tenant may operate its business in such manner and at such hours as Tenant considers proper in Tenant's business judgment. It is expressly understood and agreed that Tenant makes no representations or warranties, oral or written, as to the level of gross sales it may generate from the Premises or the number of customers that it will bring to the Shopping Center.

5.4 Exclusivity. Landlord shall not use or allow any other person or entity (except Tenant) to use any portion of the Property for the sale of (a) freshly ground and whole coffee beans, (b) espresso, espresso-based and coffee-based drinks, (c) tea or tea-based drinks, (d) gourmet brand-identified brewed coffee, and (e) blended beverages, including without limitation, those containing any of the following: ice, coffee, espresso, tea, milk, cream, juice and/or fruit. Notwithstanding the foregoing, full service, quick casual, fast food and sit-down restaurants serving a complete menu may sell brewed coffee or hot espresso drinks for on-premises consumption only. In addition, Wal-Mart, Walgreens and Panera Bread shall not be subject to the provisions of this Section 5.4. Landlord represents and warrants to Tenant that no exclusives, restrictions or prohibitions have been granted that limit or conflict with Tenant's permitted use in Section 5.1 or Tenant's exclusive use as set forth in this Section 5.4.

6. MAINTENANCE, REPAIRS, AND ALTERATIONS.

6.1 Tenant's Obligations. Subject to the provisions of Sections 6.2, 6.3, 9, and 15, whether or not insured or insurable, Tenant, at Tenant's expense, shall keep the Premises in good order and repair, including maintaining all plumbing, HVAC, electrical and lighting facilities and equipment within the Premises and exclusively serving the Premises, and the store front, doors, and plate glass of the Premises. At Tenant's request, to the extent assignable, Landlord shall transfer or assign to Tenant all warranties, express or implied, under any contract or subcontracts relating to any improvements or equipment Landlord built or installed within the Premises to serve the Premises exclusively, including, without limitation, the warranty for the HVAC system, provided such assignment may reserve rights under such warranties in favor of Landlord. Notwithstanding any provision to the contrary, Tenant's obligations under this Section shall not include making (a) any repair or improvement necessitated by the negligence or willful misconduct of Landlord, its agents, employees or servants; (b) any repair or improvement caused by Landlord's failure to perform its obligations hereunder or under any other agreement between Landlord and Tenant; or (c) any structural or seismic repairs, improvements or alterations to the Premises or the Shopping Center.

6.5.1 Initial Improvements. Tenant, at Tenant's cost, may install such fixtures and finishes and other initial tenant improvements in the Premises as Tenant deems necessary or desirable for the conduct of Tenant's business therein (the "Initial Improvements"). Tenant shall submit the plans and specifications (the "Plans") for the Initial Improvements to Landlord for Landlord's review and approval of the structural elements. Landlord shall have a period of twenty one (21) days (the "Review Period") to review the Plans. Landlord shall not unreasonably withhold, condition or delay its approval of the Plans. Landlord shall be deemed to have approved the Plans as presented unless, on or before the last day of the Review Period, Landlord has delivered to Tenant a written description of the specific structural items in the Plans that are not acceptable and a description of the specific changes that must be made to the Plans to secure Landlord's approval. Tenant shall either (a) submit modified plans for approval; or (b) terminate the Lease if Landlord's requested revisions are not acceptable to Tenant in its sole discretion. The review and approval process described above shall continue until such time as Landlord has approved the Plans in writing (the "Final Plans") or until the Lease is terminated. Notwithstanding the foregoing, Landlord acknowledges that it is familiar with Tenant's retail operations and agrees that Tenant may build out the Premises consistent with its then current trade dress and standards.

6.5.2 Subsequent Improvements. After the installation of the Initial Improvements, Tenant may, after prior notice, make such interior non-structural alterations, improvements and additions to the Premises including, without limitation, changing color schemes, installing new countertops, flooring, wall-covering and modifying the layout of the tenant fixtures, as Tenant deems necessary or desirable without obtaining Landlord's consent. Notwithstanding the foregoing, Tenant shall not make any alterations, improvements, additions or repairs in, on, or about the Premises which affect the structure or the mechanical systems of the Shopping Center without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord shall be deemed to have approved any subsequent improvement proposed by Tenant unless Landlord disapproves of Tenant's proposal in writing within twenty one (21) days of receiving Tenant's proposal and request for consent.

6.5.3 Liens. Before commencing any alterations, additions or improvements using outside contractors, Tenant shall notify Landlord of the expected commencement and completion dates of the work. Tenant shall not permit any mechanics' or materialmen's liens to be levied against the Premises for any labor or material furnished to Tenant or to its agents or contractors; provided, however, that Tenant shall not be required to pay or otherwise satisfy any claims or discharge such liens so long as Tenant, in good faith and at its own expense, contests the same or the validity thereof by appropriate proceedings and posts a bond or takes other steps acceptable to Landlord that remove such lien or stay enforcement thereof.

6.6 Ownership and Removal of Improvements, Fixtures, Equipment and Furnishings.

6.6.1 The term "Tenant's Property" shall mean all personal property, furnishings, machinery, trade fixtures, equipment and improvements (trade or otherwise) which

Tenant installs in the Premises. Until or upon the termination or expiration of the Term, Tenant may remove Tenant's Property from the Premises no later than the termination or expiration date. In addition, Tenant may remove from the Premises all items installed by Tenant that are indicative of Tenant's business and may otherwise "de-identify" the Premises, as Tenant reasonably believes necessary or appropriate for the protection of Tenant's interest in Tenant's trademarks, trade names or copyrights. Tenant shall repair any damage to the Premises or the Shopping Center caused by such removal, including patching and filling holes. Notwithstanding the foregoing, in no event shall Tenant be entitled pursuant to this Section 6.6.1 to remove, or be required to remove, any restrooms, flooring, ceilings, or utility or electrical components located inside the walls or HVAC systems.

6.6.2 Any of Tenant's Property not removed from the Premises on the date the Lease terminates or expires shall be deemed abandoned and shall thereupon become the property of Landlord.

7. INSURANCE; INDEMNITY.

7.1 Tenant's Insurance. During the Term of this Lease, Tenant shall obtain and keep in full force and effect, the following insurance which may be provided under blanket insurance policies covering other properties as well as the Premises and shall be maintained with an insurance company with an A.M. Best Company ("Best's") rating of at least A- and a Best's financial performance rating of at least VII. Upon Landlord's request, Tenant will provide Landlord with access to an Internet website that will provide Landlord with Tenant's insurance information.

7.1.1 Liability Insurance. Bodily injury, personal injury and property damage insurance, naming Landlord, as well as Landlord's managing agent upon Landlord's written request, as additional insureds, against liability arising out of Tenant's use, occupancy, or maintenance of the Premises and Tenant's outdoor seating area (if any). Such insurance shall include an "each occurrence" limit of not less than One Million Dollars (\$1,000,000) and a general aggregate limit of not less than Two Million Dollars (\$2,000,000). Tenant's insurance shall be primary with respect to any claim arising out of events that occur in the Premises.

7.1.2 Property Insurance. Commercial property form insurance with a special form endorsement providing coverage on a replacement cost basis for Tenant's trade fixtures, equipment and inventory in the Premises. During the Term, Tenant shall use the proceeds from any such policy or policies of insurance for the repair or replacement of the insured property unless Tenant elects to terminate the Lease pursuant to Article 9 hereof. Landlord shall have no interest in any insurance proceeds Tenant receives for Tenant's Property and Landlord shall sign all documents which are necessary or appropriate in connection with the settlement of any claim or loss by Tenant. Tenant's policies shall not be contributing with or in excess of any coverage which Landlord shall carry on the Shopping Center.

7.2 Landlord's Insurance. During the Term of this Lease, Landlord shall obtain and keep in full force and effect, the following insurance from an insurance company with a Best's rating of at least A- and a Best's financial performance rating of at least VII. The

insurance required to be carried by Landlord under this Section shall be referred to herein as "Landlord's Insurance." Tenant shall be named as additional insured under Landlord's liability insurance policies and an additional loss payee (to the extent of its interest, as it may appear from time to time) under Landlord's property insurance policies. Upon Tenant's request, Landlord will provide Tenant with a copy of the certificate(s) evidencing and premium bill for Landlord's Insurance.

7.2.1 Liability Insurance. Bodily injury, personal injury and property damage insurance (to include without limitation contractual liability covering Landlord's obligations under Section 7.5) insuring against claims of bodily injury or death, personal injury or property damage arising out of or in connection with (a) Landlord's conduct upon, in or about the Premises; or (b) the use or occupancy of the balance of the Building, including (without limitation) the Common Areas, if any, with an each occurrence limit of not less than One Million Dollars (\$1,000,000) and a general aggregate limit of not less than Two Million Dollars (\$2,000,000). Notwithstanding the foregoing, Landlord's Insurance shall be primary with respect to any claim covered by Section 7.2.1(a) or arising out of events that occur outside the Premises.

7.2.2 Property Insurance. Special Form commercial property insurance insuring the Building (excluding any property which Tenant is obligated to insure under Section 7.1), for the amount of the full replacement of its value as such value may exist from time to time.

7.3 Waiver of Subrogation. Notwithstanding any other provisions of this Lease, neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees if any such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. Landlord and Tenant shall require their respective insurance companies to include a waiver of subrogation provision in their respective policies in order to implement this Section 7.3.

7.4 Indemnification by Tenant. Subject to Section 7.3 and provided that Landlord notified Tenant in writing of any such third party claims within five (5) days after Landlord becomes aware of such claim, Tenant shall defend, protect, indemnify, and hold Landlord and Landlord's agents, officers, directors, employees, and contractors harmless against and from any and all injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature (including reasonable attorneys' fees) arising in connection with any and all third party claims arising out of (a) injuries occurring within the Premises or Tenant's outdoor seating area; (b) any intentional conduct or negligence of Tenant or Tenant's agents, employees, or contractors; (c) any breach or default in the performance of any obligation on Tenant's part to be performed under this Lease; or (d) the failure of any representation or warranty made by Tenant herein to be true when made. This indemnity does not include the intentional or negligent acts or omissions of Landlord or its agents, officers, contractors or employees. This indemnity shall survive termination of this Lease only as to claims arising out of events that occur prior to termination of this Lease.

7.5 Indemnification by Landlord. Subject to Section 7.3, Landlord shall defend, protect, indemnify, and hold Tenant and Tenant's agents, officers, directors, employees, and contractors harmless against and from any and all injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature (including reasonable attorneys' fees) by or on behalf of any person, entity, or governmental authority occasioned by or arising out of (a) injuries occurring in the Common Areas or any other portion of the Shopping Center outside the Premises; (b) any intentional conduct or negligence of Landlord or Landlord's agents, employees, or independent contractors; (c) any breach or default in the performance of any obligation on Landlord's part to be performed under this Lease; or (d) the failure of any representation or warranty made by Landlord herein to be true when made. This indemnity does not include the intentional or negligent acts or omissions of Tenant or its agents, officers, contractors or employees. This indemnity shall survive termination of this Lease only as to claims arising out of events that occur prior to termination of this Lease.

8. ENVIRONMENTAL LIABILITY.

8.1 Environmental Law. The term "Environmental Law" means any federal, state, local law, statute, ordinance, regulation or order and all amendments thereto pertaining to health, industrial hygiene, environmental conditions or Hazardous Substances.

8.2 Hazardous Substance. The term "Hazardous Substance" shall mean any substance that is actually or allegedly harmful to human, animal, or vegetable life or any other portion of the environment; toxic substances, wastes, or pollutants; and hazardous or dangerous substances, including any substances defined, listed and/or regulated by any Environmental Law or by common law decision including, without limitation, chlorinated solvents, petroleum products or by-products, asbestos, and polychlorinated biphenyl.

8.3 Landlord's Covenants. Landlord warrants, represents, covenants and agrees as follows:

8.3.1 To the best of Landlord's knowledge, no Hazardous Substance has been released, discharged or disposed of on, under or about the Premises, the Shopping Center or the Property (or off-site of the Property which might affect the Premises, the Shopping Center or the Property) by any entity or person, or from any source whatsoever.

8.3.2 Landlord shall require each of its employees, agents, contractors, subcontractors, tenants, subtenants, or any other party over whom Landlord has supervision or control or right of the same to comply with all applicable Environmental Laws.

8.3.3 Without limiting the foregoing and to the best of Landlord's knowledge, (a) there are no underground storage tanks on the Premises, the Shopping Center or the Property; (b) no underground storage tanks have been removed from the Premises, the Shopping Center or the Property; (c) there is no asbestos or asbestos containing material in or on the Premises or the Shopping Center, and no asbestos or asbestos containing material has been

removed from the Premises or the Shopping Center; (d) no facilities involving the manufacture or disposal of any Hazardous Substance or the use or storage of more than five hundred (500) gallons of any Hazardous Substance per year, including, without limitation, gasoline stations, automobile repair facilities, dry cleaners, photo developing laboratories, junkyards, landfills, waste treatment storage, disposal, processing or recycling facilities have been located on or adjacent to the Premises, the Shopping Center or the Property.

8.3.4 Landlord shall give prompt notice to Tenant of: (a) any proceeding or inquiry by any governmental authority with respect to the presence of any Hazardous Substance on the Premises or the Shopping Center (or off-site of the Premises that might affect the Premises) or related to any loss or injury that might result from any Hazardous Substance; (b) all claims made or threatened by any third party against Landlord or the Premises, the Shopping Center or the Property relating to any loss or injury resulting from any Hazardous Substance; and (c) Landlord's discovery of any occurrence or condition on the Premises, the Shopping Center or the Property (or off-site of the Premises that might affect the Premises) that could cause the Premises or the Common Areas, if any, or any part of either, to be subject to any restriction on occupancy or use of the Premises under any Environmental Law.

8.3.5 Subject to Tenant's obligations set forth in Section 8.5.1, if any Hazardous Substance is deposited, released, stored, disposed, discovered or present in or on the Premises, the Shopping Center or the Property, Landlord, at Landlord's expense, shall promptly and diligently, to the extent required by any applicable law, including (without limitation) any Environmental Laws, rules, regulations and policies of any governmental entity with jurisdiction over the same, and in compliance with such laws, remove, transport and dispose of such Hazardous Substance. Landlord shall use its best efforts to minimize direct and indirect impact on Tenant, including its operations in the Premises and effective use of the Common Areas, if any, during all activities related to remediation. Without limiting the foregoing, prior to the Commencement Date, Landlord shall, at its sole cost and expense, remove all asbestos and asbestos-containing material from the Premises. If any asbestos or asbestos-containing material is discovered in the Premises during Tenant's inspection of the Premises, construction of its initial or subsequent tenant improvements or at any other time during the Term, then Landlord shall promptly remove the same or cause it to be removed at Landlord's sole cost and expense and if the foregoing delays the construction or installation of Tenant's improvements, then the Rent Commencement Date shall be extended for one (1) day for each day of delay. In the event that there shall now or in the future exist any Hazardous Substances on the Premises, the Shopping Center or the Property (not caused by Tenant) that materially and adversely affects Tenant's use of or operations from the Premises, access to or visibility of the Premises, Tenant's construction of its improvements or Tenant's use of the Common Areas as defined in Section 12.1 below (collectively "Interference"), then, (i) in such event, Base Rent and all other charges payable under the Lease shall be equitably abated in proportion to the effect of the Interference on Tenant's operations; (ii) if Tenant, in its sole discretion, decides to cease operating in the Premises, then (a) all Base Rent and all other charges payable under the Lease shall abate until the date on which Tenant is reasonably able to reopen for business from the Premises without any Interference and (b) for each day of closure, Landlord shall pay to Tenant, as liquidated damages and not as a penalty, the sum of Five Hundred Dollars (\$500.00) per diem; (iii) if such Interference occurs prior to the Rent Commencement Date, then the Rent Commencement Date

shall be extended for one (1) day for each day of Interference (notwithstanding anything in Section 3.1 of the Lease to the contrary); (iv) if such Interference continues for more than ninety (90) days, Tenant may terminate this Lease, in which event Landlord shall pay to Tenant within twenty (20) days of the date of Tenant's vacation of the Premises an amount equal to the unamortized portion (based on straight-line amortization over the Initial Term) of Tenant's store development costs incurred in connection with the Premises, including (without limitation) attorney's fees, design fees, consultant fees (whether the foregoing fees are incurred by outside or in-house personnel), permitting fees, site selection costs, and construction costs, plus all other costs and expenses incurred by Tenant in connection with this Lease and the Premises.

8.4 Tenant's Use of Any Hazardous Substance. The only Hazardous Substances Tenant may use in its operations are cleaning solutions and other substances as are customarily used in Tenant's business. Tenant will manage such use in accordance with the Environmental Laws.

8.5 Indemnities.

8.5.1 Tenant shall protect, defend, indemnify, and hold harmless Landlord and Landlord's employees, agents, parents, and subsidiaries from and against any and all loss, damages, costs, claims, damage, expense, or liability, including, without limitation, attorneys' or other professional fees, and the costs of repairs and improvements necessary to return the Premises to the physical condition existing prior to undertaking any activity related to any Hazardous Substance ("Claims") actually incurred by Landlord directly arising out of or attributable to Tenant's or Tenant's agents, contractors, or employees use, manufacture, storage, release, or disposal of a Hazardous Substance on the Premises or the Shopping Center. This indemnity shall survive the termination of this Lease.

8.5.2 Landlord shall protect, defend, indemnify and hold harmless Tenant and its agents, officers, directors, contractors, employees, parents, subsidiaries, successors and assigns from and against any Claims directly or indirectly related to: (a) a violation of or responsibility under Environmental Laws except that if such Claims are directly related to Tenant's, or Tenant's agents, contractors or employees use, manufacture, storage, release or disposal of a Hazardous Substance on the Premises or the Shopping Center; or (b) a breach of any representation, warranty, covenant or agreement contained in this Article. This indemnity shall survive the termination of this Lease. In the event that any Environmental Law or any remedial or response activity concerning Hazardous Substances on the Premises, the Shopping Center or the Property (not caused by Tenant) materially and adversely affects Tenant's operations in the Premises or effective use of any Common Areas, if any, Tenant may cease operating (if Tenant has elected to operate on the Premises) and, in such event, Base Rent and all other charges shall be abated. If such interference shall continue for six (6) months, Tenant may terminate this Lease.

9. DAMAGE OR DESTRUCTION.

9.1 Material Damage. If the Premises or the Building is damaged or destroyed by fire or any casualty which cannot, despite diligent, good faith efforts be repaired or restored within one hundred eighty (180) days following the date on which such damage occurs, then Tenant may elect to terminate the Lease effective as of the date of such damage or destruction. Within thirty (30) days after the date of such damage, the parties shall reasonably determine how long the repair and restoration will take. After that determination has been made, if the parties determine that the Premises cannot be repaired within one hundred eighty (180) days, Tenant shall have a period of thirty (30) days to terminate the Lease by giving written notice to Landlord.

9.2 Repair After Damage. If Tenant does not give notice of Tenant's election to terminate as provided in Section 9.1, then Landlord shall, subject to the provisions of this Section, immediately commence and diligently pursue to completion the repair of such damage so that the Premises and the Building are restored to a condition of similar quality, character and utility for Tenant's purposes, including restoration of all items described on Exhibit C existing in the Premises prior to such damage. In the event that there is no Exhibit C to this Lease, Landlord shall restore the Premises and the Building to a condition of similar quality, character and utility for Tenant's purposes existing in the Premises prior to such damage. Notwithstanding anything contained herein to the contrary, if the Premises and the Building are not repaired and restored within one hundred eighty (180) days from the date of the damage, Tenant may terminate the Lease at any time before Landlord completes the repairs and delivers the restored Premises to Tenant. If Tenant does not so terminate, Landlord shall diligently continue to restore the Premises. In the event of termination, Landlord shall return any prepaid Base Rent and other prepaid amounts to Tenant within thirty (30) days from the date of termination of the Lease.

9.3 Uninsured Damage. If damage or destruction is caused by a peril not required to be insured against hereunder or insurance proceeds are not available, either Landlord or Tenant may terminate this Lease by thirty (30) days written notice to the other of its election so to do and the Lease shall be deemed to have terminated as of such date unless the other party agrees in writing to pay for such repairs or restoration.

9.4 Damage During Final Year. If any damage or destruction occurs to the Premises during final year of the Initial Term or any Extension Term and the cost to repair the damage exceeds Fifty Thousand Dollars (\$50,000.00), either Landlord or Tenant may terminate the Lease upon giving the other party thirty (30) days written notice; provided, however, that if Landlord notifies Tenant that it wishes to terminate the Lease, then Tenant may, if it has not already done so, exercise its right to extend the term of this Lease under Section 2.4 whereupon Landlord's election to terminate shall be null and void.

9.5 Intentionally Deleted

9.6 Abatement of Rent. To the extent the Premises are untenable under the provisions of this Article, then until tenantability is restored, Base Rent and all other charges payable by Tenant hereunder shall abate from the date of destruction based on the degree of tenantability.

deemed to have waived its right to payment for any utility bill or charge unless such bill or charge has been submitted to Tenant within twelve (12) months of the date of such bill or charge. Landlord shall pay all utility connection fees (including without limitation all water and sewer connection fees), traffic impact fees and any other extraordinary fees that are associated with Tenant's construction of initial improvements or use of the Premises. Without limiting the foregoing, Landlord either (a) represents and warrants that the Shopping Center has sufficient electrical capacity to allow Tenant to draw 400 amps of service to the Premises without adverse impact on other occupants or the need for an upgrade in utility service; or (b) covenants to upgrade the electrical capacity of the Building prior to the Commencement Date, at Landlord's sole cost and expense, to allow Tenant to draw 400 amps of service to the Premises without adverse impact on other occupants.

12. TENANT'S PRO RATA SHARE OF COMMON AREA OPERATING EXPENSES, INSURANCE AND TAXES.

12.1 General Definitions. The term "Operating Expenses" shall mean the reasonable and necessary, out-of-pocket costs and expenses actually paid in any calendar year directly attributable to maintaining, operating, and providing services to and for the Common Areas (as defined below) without duplication, including the costs of utilities, maintenance, supplies and wages, and subject to the exceptions set forth in Section 12.5. If Landlord calculates Operating Expenses on a Lease Year basis, references in this Article to calendar year shall be changed to Lease Year where appropriate. The term "Common Areas" shall mean all portions of the Building (excluding the Premises and any other space in the Building designed to be leased to another tenant for its exclusive use) including landscaped areas, parking lots, and sidewalks. The terms "Landlord's Insurance" and "Real Property Taxes" shall have the meanings assigned in Sections 7.2 and 10.1 respectively and shall not be included in Operating Expenses.

12.2 Definition of Tenant's Pro Rata Share. Tenant's Pro Rata Share shall be the ratio of the total square feet of floor area of the Premises to the total square feet of leaseable area in the Building (Tenant's "Pro Rata Share"). Tenant's Pro Rata Share is estimated to be twenty five percent (25%). Landlord represents that as of the Commencement Date the Building will contain seven thousand five hundred sixty (7,560) square feet of leaseable area. If the number of square feet of leaseable area in the Building increases during the Term, then Tenant's Pro Rata Share shall be adjusted accordingly. In no event shall Tenant's Pro Rata Share increase.

12.3 Tenant's Payment. Commencing on the Rent Commencement Date, for each calendar year of the Term (prorated for any calendar year falling partially within the Term), Tenant shall pay to Landlord as additional rent Tenant's Pro Rata Share of Operating Expenses, Landlord's Insurance and Real Property Taxes (collectively known as "Annual Additional Rent"). Prior to the Rent Commencement Date and at least thirty (30) days prior to the beginning of each calendar year thereafter, Landlord shall furnish to Tenant a written statement setting forth the following: (a) the amount Landlord estimates Landlord will pay for Operating Expenses (broken down into reasonable categories), Real Property Taxes and Landlord's Insurance for the then upcoming calendar year; (b) Landlord's estimate of Tenant's Annual Additional Rent; and (c) a calculation of one-twelfth (1/12) of Landlord's estimate of Tenant's Annual Additional Rent ("Monthly Estimated Rent"). Landlord's estimates of Tenant's Annual

Additional Rent shall be reasonably based on the actual amounts paid by Tenant for such expenses during the previous year. Tenant shall pay to Landlord the Monthly Estimated Rent beginning on the Rent Commencement Date and on the first day of every successive calendar month thereafter during the Term. Monthly Estimated Rent for a period of less than one month shall be prorated on a daily basis based on a three hundred sixty-five (365) day year. Notwithstanding any provision of this Lease, Tenant's Annual Additional Rent from the Rent Commencement Date through the end of the first full calendar year is estimated to be Four and 85/100 Dollars (\$4.85) per square foot of floor area in the Premises. Notwithstanding anything contained herein to the contrary, the portion of Tenant's Annual Additional Rent attributable to Operating Expenses (excluding snow removal costs and, by definition herein, Real Property Taxes and Landlord's Insurance) for any calendar year shall not exceed one hundred five percent (105%), on a non-cumulative basis, of the portion of Tenant's Annual Additional Rent attributable to Operating Expenses (excluding snow removal costs and, by definition herein, Real Property Taxes and Landlord's Insurance) payable by Tenant for the previous year.

12.4 Reconciliation. For each calendar year of the Term, within ninety (90) days after the end of each calendar year, Landlord shall furnish to Tenant, at the notice address provided for in Section 25, a statement in reasonable detail and certified as complete and correct by an authorized representative of Landlord, including supportive documentation, setting forth (a) Landlord's actual costs for Operating Expenses, Real Property Taxes and Landlord's Insurance for that year by category and amount; (b) the amount of Tenant's Annual Additional Rent; and (c) the sum of Tenant's Monthly Estimated Rent payments made during the year. If the amount of Tenant's Annual Additional Rent exceeds the sum of Tenant's Monthly Estimated Rent payments (and a statement has been received during such ninety (90) day period), Tenant shall pay the deficiency to Landlord within forty-five (45) days after Tenant's receipt of such statement, provided that Tenant may suspend payment of any amount which (x) it disputes in good faith, (y) was paid by Landlord in a calendar year other than the year covered by the statement, or (z) it has not been provided with reasonable details as set forth above, until resolution thereof. If the sum of Tenant's Monthly Estimated Rent payments during the year exceeds the amount of Tenant's Annual Additional Rent, Landlord shall pay the excess to Tenant at the time Landlord furnishes the statement, or, if the Term has not expired, may credit the excess toward the payments of Base Rent and Tenant's Monthly Estimated Rent next falling due. Landlord shall be deemed to have waived its right to payment for any amount which is not included in the statement for the year in which the work was performed or the cost was billed to Landlord.

12.5 Exclusions from Operating Expenses. Notwithstanding anything to the contrary, Operating Expenses shall not include: (1) the initial costs of any item properly chargeable to a capital account using generally accepted accounting principles consistently applied or the original costs of constructing the Building; (2) the cost of any capital addition or replacement to the Building or the Property (or reserves therefor); (3) expenses for which the Landlord is or will be reimbursed by another source (excluding Tenant reimbursement for Operating Expenses), including but not limited to repair or replacement of any item covered by warranty; (4) costs incurred to benefit (or as a result of) a specific tenant or items and services selectively supplied to any specific tenant; (5) expenses for the defense of the Landlord's title to the Property; (6) structural repairs and replacements; (7) depreciation and amortization of the

Building or financing costs, including interest and principal amortization of debts; (8) charitable, lobbying, special interest or political contributions; (9) costs of improving or renovating space for a tenant or space vacated by a tenant; (10) any amounts expended by Landlord to comply with any Environmental Laws; (11) costs to correct original or latent defects in the design, construction or equipment of the Building; (12) expenses paid directly by any tenant for any reason (such as excessive utility use); (13) any repair, rebuilding or other work necessitated by condemnation, fire, windstorm or other insured casualty or hazard to the extent of any such insurance proceeds; (14) any expenses incurred (i) to comply with any governmental laws, regulations and rules or any court order, decree or judgment including, without limitation, the Americans with Disabilities Act; or (ii) as a result of Landlord's alleged violation of or failure to comply with any governmental laws, regulations and rules or any court order, decree or judgment; (15) leasing commissions, advertising expenses and other costs incurred in leasing or procuring new tenants; (16) rental on ground leases or other underlying leases; (17) attorneys' fees, accounting fees and expenditures incurred in connection with tax contests (except to the extent of reductions in Real Property Taxes) or negotiations, disputes and claims of other tenants or occupants of the Building or with other third parties except as specifically provided in this Lease; (18) cost of the initial stock of tools and equipment for operation, repair and maintenance of the Building; and (19) amounts billed (directly or indirectly) for salaries, overhead and administrative and/or management fees, office expenses, rent and office supplies which (i) in the aggregate, exceed ten percent (10%) of the total of all Operating Expenses, excluding those described in this subpart 19 of Section 12.5, (ii) are duplicative; (iii) do not represent actual costs incurred for actual services; or (iv) are administrative and/or management fees based on Landlord's Insurance and/or Real Property Taxes..

12.6 Records. Landlord shall keep records showing all expenditures incurred as Operating Expenses, Landlord's Insurance and Real Property Taxes for each calendar year for a period of three (3) years following each year, and such records shall be made available for inspection and photocopying by Tenant and/or its agents during ordinary business hours in the city in which the Premises are located.

12.7 Dispute Resolution. Any dispute with respect to Landlord's calculations of Tenant's Annual Additional Rent shall be resolved by the parties through consultation in good faith within sixty (60) days after notice by Tenant to Landlord. However, if the dispute cannot be resolved within such period, the parties shall request an audit of the disputed matter from an independent, certified public accountant selected by both Landlord and Tenant, whose decision shall be based on generally accepted accounting principles and shall be final and binding on the parties. If there is a variance of five percent (5%) or more between said decision and the Landlord's determination of Tenant's Annual Additional Rent, Landlord shall pay the costs of said audit and shall credit any overpayment toward the next Base Rent and/or Monthly Estimated Rent payment falling due or pay such overpayment to Tenant within thirty (30) days. If the variance is less than five percent (5%), Tenant shall pay the cost of said audit.

13. **ASSIGNMENT AND SUBLETTING**. Tenant shall not assign this Lease and shall not let or sublet the whole or any portion of the Premises without the written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, Tenant may, without Landlord's consent, but upon prior written

notice (except to the extent that such notice cannot be provided because of applicable laws) sublet all or any portion of the Premises or assign the Lease to the following (each, a "Permitted Transfer"): (a) a parent, subsidiary, affiliate, division or other entity controlling, controlled by or under common control with Tenant; (b) a successor entity related to Tenant by merger, consolidation, reorganization or government action; or (c) any entity that engages in a lawful retail or restaurant use (the "13(c) Entity"), provided that such entity engages in a lawful retail or restaurant use that does not violate the exclusives set forth on Exhibit E, and provided further that Tenant shall remain liable for the performance of monetary covenants pursuant to the Lease following any Permitted Transfer. For the purpose of this Lease, any sale or transfer of Tenant's capital stock, redemption or issuance of additional stock of any class shall not be deemed an assignment, subletting or any other transfer of the Lease or the Premises. Landlord shall not be entitled to any consideration in connection with any assignment or sublet. If Landlord's consent is required for an assignment or sublease, then Landlord's consent shall be deemed to have been given unless Landlord notifies Tenant in writing of the reasons for Landlord's disapproval within twenty one (21) days of receipt of the request. Unless released in writing, Tenant shall be primarily liable only for performance of monetary covenants under the Lease following any assignment or sublease; provided, however, that Tenant's obligations may not be enlarged or extended by any act or agreement of any assignee or subtenant. Landlord shall give simultaneous notice to Tenant of any default by an assignee or subtenant under the Lease.

14. DEFAULTS; REMEDIES.

14.1 Tenant's Defaults. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(a) The failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) business days after Landlord notifies Tenant in writing of such failure; or

(b) The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than the payment of sums due hereunder, where such failure shall continue for a period of thirty (30) days after written notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion.

14.2 Remedies in Default. In the event of any such uncured default, Landlord may, in accordance with procedures required by law, pursue one of the following remedies:

(a) Landlord may terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall surrender possession of the Premises to Landlord within thirty (30) days after written notice from Landlord to Tenant. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering

possession of the Premises, expenses of reletting (but excluding necessary renovation and alteration of the Premises for use by a subsequent tenant or occupant), and the Base Rent and Annual Additional Rent as it becomes due hereunder; provided that Tenant shall be entitled to a credit against such amounts equal to (i) the amounts received by Landlord by re-leasing the Premises or otherwise mitigating its damages or (ii) if Landlord fails to re-lease the Premises, the fair market rental value of the Premises for the applicable period. If Landlord relets the Premises, then any rent or other concessions given to the new tenant shall be prorated evenly throughout the entire term of the new lease; or

(b) Landlord may maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease including the right to recover the Base Rent and Annual Additional Rent as it becomes due hereunder; or

(c) Landlord may declare this Lease terminated and recover the present value of Base Rent and Annual Additional Rent (discounted at six percent (6%)) for the remainder of the Term of the Lease as if not terminated, less the fair market rental value thereof.

Notwithstanding the foregoing, with respect to any remedy exercised by Landlord, Landlord shall have an affirmative obligation to obtain another tenant for the Premises promptly, at a fair market rental, and to otherwise mitigate its damages.

14.3 Landlord Defaults and Remedies. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Landlord: (a) Landlord's failure to do, observe, keep and perform any of the terms, covenants, conditions, agreements or provisions of this Lease required to be done, observed, kept or performed by Landlord, within thirty (30) days after written notice by Tenant to Landlord and any mortgagee of Landlord which Landlord has directed Tenant to include in any such notice of said failure (except when the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed in default if Landlord or such mortgagee commences performance within the thirty (30) day period and thereafter diligently pursues the cure to completion); or (b) the failure of any representation or warranty to be true when deemed given hereunder. In the event of a default by Landlord, Tenant, at its option, without further notice or demand, shall have the right to any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein: (w) to remedy such default or breach and deduct the costs thereof (including attorneys' fees) from the installments of Base Rent and Annual Additional Rent next falling due; (x) to pursue the remedy of specific performance; and (y) to seek money damages for loss arising from Landlord's failure to discharge its obligations under the Lease. Nothing herein contained shall relieve Landlord from its obligations hereunder, nor shall this Section be construed to obligate Tenant to perform Landlord's repair obligations.

15. CONDEMNATION.

16. SIGNAGE. Tenant, at its cost, shall have the right to install or place signs, awnings, or other advertising materials in, on or about the Premises or on the Shopping Center, including all directional signs, menu boards, and other signage associated with the drive-through facility, to the maximum extent permitted by law; provided that Tenant obtains Landlord's consent (a) as to the method of attaching signs that will be permanently attached to the exterior of the Shopping Center or on monuments or pylons; (b) for any awnings; and (c) for the location and design of such signage. Landlord shall not unreasonably withhold, condition or delay its consent. Tenant shall submit plans and specifications for its exterior signs and awnings to Landlord for approval prior to submitting the plans and specifications to the local authorities for permitting. Landlord shall be deemed to have consented to such proposed signs and awnings unless Landlord notifies Tenant in writing of its specific objections within twenty one (21) days of receiving such proposal. All signs and awnings shall be in compliance with all applicable laws, regulations and rules. Landlord shall not vary or change the location, size or position of Tenant's signage, including but not limited to the position of Tenant's signage on any pylon or monument signs. Notwithstanding anything contained herein to the contrary, Landlord hereby consents to, and Tenant shall be permitted to install, Tenant's then-current trademarked name(s), colors, letters, font and logo in Tenant's signage. Notwithstanding anything contained herein to the contrary, Tenant shall not be required to obtain Landlord's consent for any promotional or advertising signs or displays within the interior of the Premises. Landlord shall not allow any signage other than Tenant's to be erected on the exterior walls of the Premises or on the roof above the Premises. Notwithstanding the foregoing, attached hereto as part of Exhibit B-1 is Tenant's approved preliminary exterior signage.

17. PERMIT CONTINGENCY. Tenant's obligations under this Lease are conditioned on Tenant's obtaining, within ninety (90) days after the date Landlord delivers to Tenant final plans for the Shopping Center in an industry standard electronic or digital format that have been approved by all applicable governmental entities, any permits and/or licenses (including but not limited to conditional use permits, building permits, variances and other governmental approvals) (collectively, "Government Approvals") that are required by applicable laws to enable Tenant legally (a) to construct Tenant's improvements to the Premises in accordance with the Plans; (b) to install Tenant's signage on the Premises; (c) to conduct its business from the Premises, and (d) to provide and operate outdoor seating for the Premises. However, so long as Tenant has diligently pursued obtaining all such Government Approvals, Tenant may extend such period until the responsible authority has made a final decision and all appeals of the decision are exhausted, up to a maximum of sixty (60) additional days. Tenant shall, at Tenant's expense, initiate and diligently pursue each Government Approval. Landlord shall execute any applications and shall provide Tenant with such further assistance and cooperation as Tenant may require in connection with applications for such Government Approvals. If Tenant does not obtain such Government Approvals on terms satisfactory to Tenant within such period, as same may be extended, Tenant shall advise Landlord of same in writing, and Landlord shall have the right to elect to obtain the Governmental Approvals at Landlord's expense. Landlord shall give Tenant written notice of its election to pursue same within ten (10) days after receipt of notice from Tenant that Tenant has not obtained such Government Approvals. If Landlord does not elect to pursue such Government Approvals, Tenant shall have the right to terminate this Lease upon written notice to Landlord, and thereafter, neither party shall have any rights or liabilities under this Lease, and Landlord shall