



**Starbucks Coffee Company
Pacific Northwest Region**

2200 First Avenue South
Suite 100
Seattle, WA 98134
206/903-8224
FAX 206/623-4671

April 26, 2007

Kevin Brown
King County Parks Director
King County Parks Department
201 South Jackson Street
Seattle, WA 98104

Re: Donation for the White Center Heights Park Volunteer Improvements

Dear Mr. Brown:

Starbucks Coffee Company ("Starbucks") is pleased to have the opportunity to show its support for the King County Parks Department ("You/Your") as the recipient of the Starbucks Parks Fund as part of the Starbucks Neighborhood Parks Program ("Program") to support King County Parks, White Center Heights Park and the June 2007 volunteer improvements of White Center Heights Park (the "Volunteer Improvements"). The purpose of this letter is to outline the conditions of our cash donation of Five Hundred Thousand (\$500,000) Dollars (the "Donation") for King County Parks/White Center Heights Park Volunteer Improvements.

In June 2007, King County Parks will host "Starbucks Ultimate Park Makeover" at White Center Heights Park - a volunteer project in June with the mission of transforming a park into a rich neighborhood asset with a variety of enhanced public spaces and amenities.

You acknowledge that Your organization is a governmental organization. As requested by Starbucks, You agree that the Donation will be used for King County Parks/White Center Heights Park Volunteer Improvements, and represent that the park transformation design has strong community support and input from community members. If You are unable to or do not go forward with the Volunteer Improvements June 2007, You agree to return the Donation to Starbucks.

Once this letter has been signed by You and returned to Starbucks Coffee Company, the Donation will be forwarded to Your organization on or before June 5, 2007.

You agree to acknowledge the Donation at the site of the Volunteer Improvements and in publications and promotional materials, activities, and other marketing opportunities, as appropriate. When You prepare any promotional events, press releases or promotional materials in connection with the Donation, You agree to include the Starbucks name and/or logo or Starbucks Ultimate Park Makeover logo and acknowledge Starbucks as a donor. Starbucks shall have at least seven (7) days prior to the printing of any materials containing Starbucks name, logo or other trademarks to review and approve the use of such material. You acknowledge that the

permission granted to use Starbucks name and trademarks is expressly limited to use in connection with the Donation. All trademarks shall be reproduced accurately and the materials You create will not infringe upon the rights of any other party. You will remove or correct any use not consented to by Starbucks at Your expense. Any materials or products provided by Starbucks to You are provided "as is", without any warranty whatsoever.

Starbucks shall have the right, but not the obligation to use Your name and identify itself as a donator in the Volunteer Improvements and may use this information in its advertising and/or press releases regarding the Program. In addition, Starbucks shall have the right, but not the obligation, to promote Your activities.

You agree to comply with all applicable laws and regulations governing the Volunteer Improvements. You agree that Starbucks shall have no liability whatsoever and that You shall indemnify, defend and hold Starbucks harmless for any injuries, losses, liabilities, claims or damages of any kind resulting in whole or in part from this Donation.

In six (6) months from the start of the Volunteer Improvements, You will be asked to provide a report to Starbucks on the success of Your Volunteer Improvements and the value of Starbucks Donation to the Volunteer Improvements.

Please signify your acceptance of the conditions of our Donation contained in this letter by signing this letter and returning it to the attention of Lois Maag, Starbucks Coffee Company, 2200 1st Avenue S, Seattle, WA 98134.

We wish you success in your efforts!

Very truly yours,

STARBUCKS CORPORATION
(d/b/a STARBUCKS COFFEE COMPANY)

Signature: _____

Its: _____

Date: _____

Agreed to and Accepted:

KING COUNTY PARKS DEPARTMENT

Signature: 

Its: _____

Date: 5/7/2007