

## ACCESS AND PARKING LICENSE

This Access and Parking License (this "Agreement") is entered into by and between Walgreen Co., an Illinois corporation ("Licensor"), and Chick-fil-A, Inc., a Georgia corporation ("CFA").

### Recitals

A. Licensor is the tenant at the property being generally depicted as the "Licensor Parcel" on the site plan attached as Exhibit "A" (the "Site Plan").

B. CFA is the leasehold owner of the property being generally depicted as the "CFA Parcel" on the Site Plan pursuant to that certain Ground Lease dated March 22, 2007, as amended by that certain First Amendment to Ground Lease dated February 1, 2008, both as evidenced by that certain Short Form Lease dated February 1, 2008 and recorded February 6, 2008 at Reception # B8015237 with the Arapahoe County Clerk and Recorder (collectively, the "Lease").

C. Licensor and CFA desire to enter into an agreement granting CFA a non-exclusive license for access to, and use of, the ten (10) parking spaces located on the Licensor Parcel being generally depicted as the "Parking Spaces" on the Site Plan.

**NOW, THEREFORE**, for and in consideration of the premises, the mutual covenants and agreements herein contained, and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby covenant and agree as follows:


1. Incorporation of Recitals. The recitals above are incorporated by reference.
2. Effective Date. February 1, 2013. The "Effective Date" is the date on which this Agreement has been fully executed by Licensor and CFA and each party has received a fully executed original counterpart. The party last executing this Agreement will deliver a fully executed original counterpart to the other party by overnight delivery for receipt on the next succeeding business day and will insert the next succeeding business day in the space above. If not previously provided, Licensor will execute and return Form W-9 (attached as Exhibit "B") with Licensor's counterparts.
3. Grant of License. Licensor grants to CFA a non-exclusive license for pedestrian and vehicular access to, and parking on, the Parking Spaces (the "License"). CFA's and CFA's tenant's employees, customers and invitees will have the right to use the License.
4. Consideration for License. CFA agrees to pay Licensor the sum of \$200.00 per month for each month that the License is in effect (the "License Fee"). The License Fee, in the form of cash or check, will be delivered to the following address on the 1<sup>st</sup> day of each month for as long as the License is in effect:

SEC Aurora Pkwy & Smokey Hill  
Aurora, CO  
Store #11615

IN WITNESS WHEREOF, Licensor and CFA have caused this Agreement to be executed and sealed as of the day, month and year first above written.

LICENSOR:

WALGREEN CO.,  
an Illinois corporation

By:   
Name: Robert M. Silverman  
Title: Divisional Vice President

CFA:

CHICK-FIL-A, INC.,  
a Georgia corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, Licensor and CFA have caused this Agreement to be executed and sealed as of the day, month and year first above written.

LICENSOR:

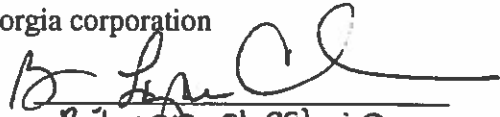
WALGREEN CO.,  
an Illinois corporation

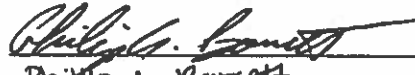
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

(CORPORATE SEAL)

CFA:

CHICK-FIL-A, INC.,  
a Georgia corporation

By:   
Name: B. Lynn Chastain  
Title: Asst. Gen. Counsel & Vice President

By:   
Name: Phillip A. Barrett  
Title: Vice President

(CORPORATE SEAL)

SEC Aurora Pkwy & Smokey Hill  
Aurora, CO  
Store #11615

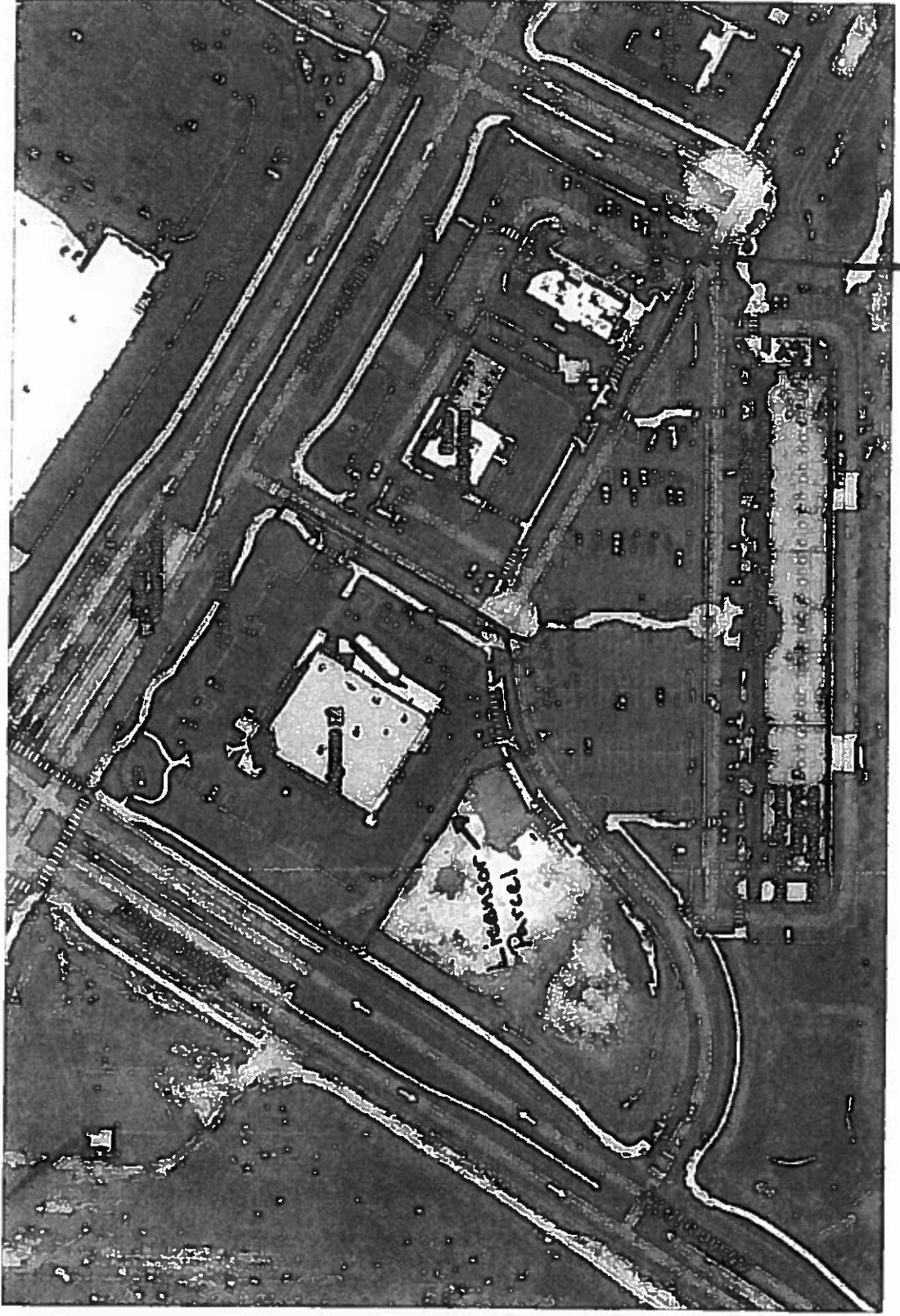
EXHIBIT "A"

SITE PLAN

SEE ATTACHED.

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Google



CFA Parcel