

**UNITED STATES SECURITIES AND EXCHANGE COMMISSION**

Washington, DC 20549

**Form 10-K**

**ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the Fiscal Year Ended October 1, 2017

or

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number: 0-20322

**Starbucks Corporation**

(Exact Name of Registrant as Specified in its Charter)



Washington

(State of Incorporation)

91-1325671

(IRS Employer ID)

2401 Utah Avenue South, Seattle, Washington 98134

(206) 447-1575

(Address of principal executive offices, zip code, telephone number)

**Securities Registered Pursuant to Section 12(b) of the Act:**

**Title of Each Class**

**Name of Each Exchange on Which Registered**

Common Stock, \$0.001 par value per share

Nasdaq Global Select Market

**Securities Registered Pursuant to Section 12(g) of the Act: None**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation of S-K (§ 229.405 of this chapter) is not contained herein, and will not be contained, to the best of the registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer  Accelerated filer

Non-accelerated filer  (Do not check if a smaller reporting company) Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by checkmark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes  No

The aggregate market value of the voting stock held by non-affiliates of the registrant as of the last business day of the registrant's most recently completed second fiscal quarter, based upon the closing sale price of the registrant's common stock on April 2, 2017 as reported on the NASDAQ Global Select Market was \$82 billion. As of November 10, 2017, there were 1,422.8 million shares of the registrant's Common Stock outstanding.

**DOCUMENTS INCORPORATED BY REFERENCE**

Portions of the definitive Proxy Statement for the registrant's Annual Meeting of Shareholders to be held on March 21, 2018 have been incorporated by reference into Part III of this Annual Report on Form 10-K.

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**STARBUCKS CORPORATION**  
**Form 10-K**  
**For the Fiscal Year Ended October 1, 2017**  
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## CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K includes “forward-looking” statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements can be identified by the fact that they do not relate strictly to historical or current facts. They often include words such as “believes,” “expects,” “anticipates,” “estimates,” “intends,” “plans,” “seeks” or words of similar meaning, or future or conditional verbs, such as “will,” “should,” “could,” “may,” “aims,” “intends,” or “projects.” A forward-looking statement is neither a prediction nor a guarantee of future events or circumstances, and those future events or circumstances may not occur. You should not place undue reliance on forward-looking statements, which speak only as of the date of this Annual Report on Form 10-K. These forward-looking statements are all based on currently available operating, financial and competitive information and are subject to various risks and uncertainties. Our actual future results and trends may differ materially depending on a variety of factors, including, but not limited to, the risks and uncertainties discussed under “Risk Factors” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations”. Given these risks and uncertainties, you should not rely on forward-looking statements as a prediction of actual results. Any or all of the forward-looking statements contained in this Annual Report on Form 10-K and any other public statement made by us, including by our management, may turn out to be incorrect. We are including this cautionary note to make applicable and take advantage of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995 for forward-looking statements. We expressly disclaim any obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

## PART I

### Item 1. Business

#### General

Starbucks is the premier roaster, marketer and retailer of specialty coffee in the world, operating in 75 countries. Formed in 1985, Starbucks Corporation's common stock trades on the NASDAQ Global Select Market ("NASDAQ") under the symbol "SBUX." We purchase and roast high-quality coffees that we sell, along with handcrafted coffee, tea and other beverages and a variety of high-quality food items, including snack offerings, through company-operated stores. We also sell a variety of coffee and tea products and license our trademarks through other channels such as licensed stores, grocery and foodservice accounts. In addition to our flagship Starbucks Coffee brand, we sell goods and services under the following brands: Teavana, Tazo, Seattle's Best Coffee, Evolution Fresh, La Boulange and Ethos.

Our objective is to maintain Starbucks standing as one of the most recognized and respected brands in the world. To achieve this, we are continuing the disciplined expansion of our global store base, adding stores in both existing, developed markets such as the U.S., and in newer, higher growth markets such as China, as well as optimizing the mix of company-operated and licensed stores in each market. In addition, by leveraging the experience gained through our traditional store model, we continue to offer consumers new coffee and other products in a variety of forms, across new categories, diverse channels and alternative store formats. We also believe our Starbucks Global Social Impact strategy, commitments related to ethically sourcing high-quality coffee, contributing positively to the communities we do business in and being an employer of choice are contributors to our objective.

In this Annual Report on Form 10-K ("10-K" or "Report") for the fiscal year ended October 1, 2017 ("fiscal 2017"), Starbucks Corporation (together with its subsidiaries) is referred to as "Starbucks," the "Company," "we," "us" or "our."

#### Segment Financial Information

We have four reportable operating segments: 1) Americas, which is inclusive of the U.S., Canada, and Latin America; 2) China/Asia Pacific ("CAP"); 3) Europe, Middle East, and Africa ("EMEA") and 4) Channel Development. We also have several non-reportable operating segments, including Teavana retail stores and Seattle's Best Coffee, as well as certain developing businesses such as Siren Retail, which includes the Starbucks Reserve™ Roastery & Tasting Rooms, certain Starbucks Reserve™ locations and Princi operations. Collectively, the combined group of non-reportable operating segments will be referred to as All Other Segments. Revenues from our reportable segments and All Other Segments as a percentage of total net revenues for fiscal 2017 were as follows: Americas ( 70% ), CAP ( 14% ), EMEA ( 5% ), Channel Development ( 9% ) and All Other Segments ( 2% ).

Our Americas, CAP, and EMEA segments include both company-operated and licensed stores. Our Americas segment is our most mature business and has achieved significant scale. Certain markets within our CAP and EMEA operations are still in the early stages of development and require a more extensive support organization, relative to their current levels of revenue and operating income, than our Americas operations. The Americas, CAP and EMEA segments also include certain foodservice accounts, primarily in Canada, Japan and the U.K.

Our Channel Development segment includes roasted whole bean and ground coffees, premium Tazo® teas, Starbucks- and Tazo-branded single-serve products, a variety of ready-to-drink beverages, such as Frappuccino®, Starbucks Doubleshot® and Starbucks Refreshers® beverages and other branded products sold worldwide through channels such as grocery stores, warehouse clubs, specialty retailers, convenience stores and U.S. foodservice accounts.

Starbucks segment information is included in [Note 16](#), Segment Reporting, to the consolidated financial statements included in Item 8 of Part II of this 10-K.

**Revenue Components**

We generate nearly all of our revenues through company-operated stores, licensed stores, consumer packaged goods (“CPG”) and foodservice operations.

**Company-operated and Licensed Store Summary as of October 1, 2017**

	Americas	As a % of Total Americas Stores	CAP	As a % of Total CAP Stores	EMEA	As a % of Total EMEA Stores	All Other Segments	As a % of Total All Other Segments Stores	Total	As a % of Total Stores
Company-operated stores	9,413	57%	3,070	41%	502	17%	290	89%	13,275	49%
Licensed stores	7,146	43%	4,409	59%	2,472	83%	37	11%	14,064	51%
<b>Total</b>	<b>16,559</b>	<b>100%</b>	<b>7,479</b>	<b>100%</b>	<b>2,974</b>	<b>100%</b>	<b>327</b>	<b>100%</b>	<b>27,339</b>	<b>100%</b>

The mix of company-operated versus licensed stores in a given market will vary based on several factors, including our ability to access desirable local retail space, the complexity and expected ultimate size of the market for Starbucks and our ability to leverage the support infrastructure within a geographic region.

**Company-operated Stores**

Revenue from company-operated stores accounted for 79% of total net revenues during fiscal 2017 . Our retail objective is to be the leading retailer and brand of coffee and tea in each of our target markets by selling the finest quality coffee, tea and related products, as well as complementary food and snack offerings, and by providing each customer with a unique *Starbucks Experience* . The *Starbucks Experience* is built upon superior customer service and a seamless digital experience as well as clean and well-maintained stores that reflect the personalities of the communities in which they operate, thereby building a high degree of customer loyalty.

Our strategy for expanding our global retail business is to increase our market share in a disciplined manner, by selectively opening additional stores in new and existing markets, as well as increasing sales in existing stores, to support our long-term strategic objective to maintain Starbucks standing as one of the most recognized and respected brands in the world. Store growth in specific existing markets will vary due to many factors, including expected financial returns, the maturity of the market, economic conditions, consumer behavior and local business practices.

Company-operated store data for the year-ended October 1, 2017 :

	Stores Open as of Oct 2, 2016	Opened	Closed	Transfers	Net	Stores Open as of Oct 1, 2017
<b>Americas:</b>						
U.S.	7,880	372	(30)	—	342	8,222
Canada	1,035	45	(8)	11	48	1,083
Brazil	104	5	(1)	—	4	108
<b>Total Americas</b>	<b>9,019</b>	<b>422</b>	<b>(39)</b>	<b>11</b>	<b>394</b>	<b>9,413</b>
<b>China/Asia Pacific <sup>(1)</sup>:</b>						
China	1,272	285	(17)	—	268	1,540
Japan	1,140	90	(12)	—	78	1,218
Thailand	273	39	—	—	39	312
Singapore	126	10	(3)	(133)	(126)	—
<b>Total China/Asia Pacific</b>	<b>2,811</b>	<b>424</b>	<b>(32)</b>	<b>(133)</b>	<b>259</b>	<b>3,070</b>
<b>EMEA:</b>						
U.K.	366	14	(21)	(14)	(21)	345
All Other	157	2	(2)	—	—	157
<b>Total EMEA</b>	<b>523</b>	<b>16</b>	<b>(23)</b>	<b>(14)</b>	<b>(21)</b>	<b>502</b>
<b>All Other Segments:</b>						
Teavana	355	—	(67)	—	(67)	288
Evolution Fresh	2	—	(2)	—	(2)	—
Siren Retail	1	1	—	—	1	2
<b>Total All Other Segments</b>	<b>358</b>	<b>1</b>	<b>(69)</b>	<b>—</b>	<b>(68)</b>	<b>290</b>
<b>Total company-operated</b>	<b>12,711</b>	<b>863</b>	<b>(163)</b>	<b>(136)</b>	<b>564</b>	<b>13,275</b>

<sup>(1)</sup> China/Asia Pacific store data includes the transfer of 133 Singapore company-operated retail stores to licensed stores as a result of the sale to Maxim's Caterers Limited in the fourth quarter of fiscal 2017.

Starbucks<sup>®</sup> company-operated stores are typically located in high-traffic, high-visibility locations. Our ability to vary the size and format of our stores allows us to locate them in or near a variety of settings, including downtown and suburban retail centers, office buildings, university campuses and in select rural and off-highway locations. We are continuing the expansion of our stores, inclusive of Drive Thru formats that provide a higher degree of access and convenience, and alternative store formats, which are focused on an elevated *Starbucks Experience* for our customers.

Retail sales mix by product type for company-operated stores:

Fiscal Year Ended	Oct 1, 2017	Oct 2, 2016	Sep 27, 2015
Beverages	73%	74%	73%
Food	20%	19%	19%
Packaged and single-serve coffees and teas	3%	3%	3%
Other <sup>(1)</sup>	4%	4%	5%
<b>Total</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

<sup>(1)</sup> "Other" primarily consists of sales of serveware, ready-to-drink beverages and coffee-making equipment, among other items.

### *Stored Value Cards*

The Starbucks Card, our branded stored value card program, is designed to provide customers with a convenient payment method, support gifting and increase the frequency of store visits by cardholders, in part through the related Starbucks Rewards™ (previously My Starbucks Rewards®) loyalty program where available, as discussed below. Stored value cards are issued to customers when they initially load them with an account balance. They can be obtained in our company-operated and most licensed stores in North America, China, Japan, Latin America, and many of our markets in our CAP and EMEA segments. Stored value cards can also be obtained on-line, via the Starbucks® Mobile App, and through other U.S. and international retailers. Customers may access their card balances by utilizing their stored value card or the Starbucks® Mobile App in participating stores, which also include certain Teavana™ locations. Using the Mobile Order and Pay functionality of the Starbucks® Mobile App, customers can also place orders in advance for pick-up at certain participating locations in the U.S. and Canada. In nearly all markets, including the U.S. and Canada, customers who register their cards are automatically enrolled in the Starbucks Rewards™ program. Registered members can receive various benefits depending on factors such as the number of reward points (“Stars”) earned. Refer to [Note 1](#), Summary of Significant Accounting Policies, included in Item 8 of Part II of this 10-K, for further discussion of our stored value cards and loyalty program.

### **Licensed Stores**

Revenues from our licensed stores accounted for 11% of total net revenues in fiscal 2017. Licensed stores generally have a lower gross margin and a higher operating margin than company-operated stores. Under the licensed model, Starbucks receives a reduced share of the total store revenues, but this is more than offset by the reduction in our share of costs as these are primarily incurred by the licensee.

In our licensed store operations, we leverage the expertise of our local partners and share our operating and store development experience. Licensees provide improved, and at times the only, access to desirable retail space. Most licensees are prominent retailers with in-depth market knowledge and access. As part of these arrangements, we sell coffee, tea, food and related products to licensees for resale to customers and receive royalties and license fees from the licensees. We also sell certain equipment, such as coffee brewers and espresso machines, to our licensees for use in their operations. Employees working in licensed retail locations are required to follow our detailed store operating procedures and attend training classes similar to those given to employees in company-operated stores. For Starbucks® and Teavana™ stores within certain international markets, we also use traditional franchising and include these stores in the results of operations from our other licensed stores.



Licensed store data for the year-ended October 1, 2017 :

	Stores Open as of Oct 2, 2016	Opened	Closed	Transfers	Net	Stores Open as of Oct 1, 2017
<b>Americas:</b>						
U.S.	5,292	477	(61)	—	416	5,708
Mexico	563	71	(2)	—	69	632
Latin America	369	66	(6)	—	60	429
Canada	364	32	(8)	(11)	13	377
<b>Total Americas</b>	<b>6,588</b>	<b>646</b>	<b>(77)</b>	<b>(11)</b>	<b>558</b>	<b>7,146</b>
<b>China/Asia Pacific <sup>(1)</sup> :</b>						
China	1,110	310	(24)	—	286	1,396
Korea	952	164	(8)	—	156	1,108
Taiwan	392	33	(5)	—	28	420
Philippines	293	32	(1)	—	31	324
Indonesia	260	62	(5)	—	57	317
Malaysia	226	24	(2)	—	22	248
All Other	399	76	(12)	133	197	596
<b>Total China/Asia Pacific</b>	<b>3,632</b>	<b>701</b>	<b>(57)</b>	<b>133</b>	<b>777</b>	<b>4,409</b>
<b>EMEA:</b>						
U.K.	532	69	(9)	14	74	606
Turkey	314	80	(7)	—	73	387
United Arab Emirates	148	21	(5)	—	16	164
Germany	161	6	(11)	—	(5)	156
Saudi Arabia	92	32	—	—	32	124
Kuwait	95	24	(1)	—	23	118
Russia	107	11	(3)	—	8	115
Spain	96	23	(6)	—	17	113
All Other	574	132	(17)	—	115	689
<b>Total EMEA</b>	<b>2,119</b>	<b>398</b>	<b>(59)</b>	<b>14</b>	<b>353</b>	<b>2,472</b>
<b>All Other Segments:</b>						
Teavana	34	4	(1)	—	3	37
Seattle's Best Coffee	1	—	(1)	—	(1)	—
<b>Total All Other Segments</b>	<b>35</b>	<b>4</b>	<b>(2)</b>	<b>—</b>	<b>2</b>	<b>37</b>
<b>Total licensed</b>	<b>12,374</b>	<b>1,749</b>	<b>(195)</b>	<b>136</b>	<b>1,690</b>	<b>14,064</b>

<sup>(1)</sup> China/Asia Pacific store data includes the transfer of 133 Singapore company-operated retail stores to licensed stores as a result of the sale to Maxim's Caterers Limited in the fourth quarter of fiscal 2017.

### Consumer Packaged Goods

Revenues from sales of consumer packaged goods comprised 8% of total net revenues in fiscal 2017. Our consumer packaged goods business includes both domestic and international sales of packaged coffee and tea as well as a variety of ready-to-drink beverages and single-serve coffee and tea products to grocery, warehouse clubs and specialty retail stores. It also includes revenues from product sales to and licensing revenues from manufacturers that produce and market Starbucks-, Seattle's Best Coffee- and Tazo-branded products through licensing agreements.

## **Foodservice**

Revenues from foodservice accounts comprised 2% of total net revenues in fiscal 2017. We sell Starbucks® and Seattle's Best Coffee® roasted whole bean and ground coffees, a selection of premium Tazo® teas, Starbucks VIA® Ready Brew, and other coffee and tea-related products to institutional foodservice companies that service business and industry, education, healthcare, office coffee distributors, hotels, restaurants, airlines and other retailers. We also sell our Seattle's Best Coffee® through arrangements with national accounts. The majority of the sales in this channel come through national broadline distribution networks with SYSCO Corporation, U.S. Foodservice and other distributors.

## **Product Supply**

Starbucks is committed to selling the finest whole bean coffees and coffee beverages. To ensure compliance with our rigorous coffee standards, we control coffee purchasing, roasting and packaging and the global distribution of coffee used in our operations. We purchase green coffee beans from multiple coffee-producing regions around the world and custom roast them to our exacting standards for our many blends and single origin coffees.

The price of coffee is subject to significant volatility. Although most coffee trades in the commodity market, high-altitude *arabica* coffee of the quality sought by Starbucks tends to trade on a negotiated basis at a premium above the "C" coffee commodity price. Both the premium and the commodity price depend upon the supply and demand at the time of purchase. Supply and price can be affected by multiple factors in the producing countries, including weather, natural disasters, crop disease, general increase in farm inputs and costs of production, inventory levels and political and economic conditions. Price is also impacted by trading activities in the *arabica* coffee futures market, including hedge funds and commodity index funds. In addition, green coffee prices have been affected in the past, and may be affected in the future, by the actions of certain organizations and associations that have historically attempted to influence prices of green coffee through agreements establishing export quotas or by restricting coffee supplies.

We buy coffee using fixed-price and price-to-be-fixed purchase commitments, depending on market conditions, to secure an adequate supply of quality green coffee. Price-to-be-fixed contracts are purchase commitments whereby the quality, quantity, delivery period, and other negotiated terms are agreed upon, but the date, and therefore the price, at which the base "C" coffee commodity price component will be fixed has not yet been established. For most contracts, either Starbucks or the seller has the option to "fix" the base "C" coffee commodity price prior to the delivery date. For other contracts, Starbucks and the seller may agree upon pricing parameters determined by the base "C" coffee commodity price. Until prices are fixed, we estimate the total cost of these purchase commitments. Total green coffee purchase commitments as of October 1, 2017 were \$1.2 billion, comprised of \$860 million under fixed-price contracts and an estimated \$336 million under price-to-be-fixed contracts. As of October 1, 2017, none of our price-to-be-fixed contracts were effectively fixed through the use of futures contracts. All price-to-be-fixed contracts as of October 1, 2017 were at the Company's option to fix the base "C" coffee commodity price component. Total purchase commitments, together with existing inventory, are expected to provide an adequate supply of green coffee through fiscal 2018.

We depend upon our relationships with coffee producers, outside trading companies and exporters for our supply of green coffee. We believe, based on relationships established with our suppliers, the risk of non-delivery on such purchase commitments is remote.

To help ensure the future supply of high-quality green coffee and to reinforce our leadership role in the coffee industry, Starbucks operates eight farmer support centers. The farmer support centers are staffed with agronomists and sustainability experts who work with coffee farming communities to promote best practices in coffee production designed to improve both coffee quality, yields and agronomy support to address climate and other impacts.

In addition to coffee, we also purchase significant amounts of dairy products, particularly fluid milk, to support the needs of our company-operated stores. We believe, based on relationships established with our dairy suppliers, that the risk of non-delivery of sufficient fluid milk to support our stores is remote.

Products other than whole bean coffees and coffee beverages sold in Starbucks® stores include tea and a number of ready-to-drink beverages that are purchased from several specialty suppliers, usually under long-term supply contracts. Food products, such as pastries, breakfast sandwiches and lunch items, are purchased from national, regional and local sources. Our food program continues to develop, and we expect the amount of food products purchased to impact our operations. We also purchase a broad range of paper and plastic products, such as cups and cutlery, from several companies to support the needs of our retail stores as well as our manufacturing and distribution operations. We believe, based on relationships established with these suppliers and manufacturers, that the risk of non-delivery of sufficient amounts of these items is remote.

## Competition

Our primary competitors for coffee beverage sales are specialty coffee shops offering premium and artisanal products and experiences. In almost all markets in which we do business, there are numerous competitors in the specialty coffee beverage business. We believe that our customers choose among specialty coffee retailers primarily on the basis of product quality, service and convenience, as well as price. We continue to experience direct competition from large competitors in the U.S. quick-service restaurant sector and the U.S. ready-to-drink coffee beverage market, in addition to well-established companies in many international markets. We also compete with restaurants and other specialty retailers for prime retail locations and qualified personnel to operate both new and existing stores.

Our coffee and tea products sold through our Channel Development segment compete directly against specialty coffees and teas sold through grocery stores, warehouse clubs, specialty retailers, convenience stores and U.S. foodservice accounts and compete indirectly against all other coffees and teas on the market.

## Trademarks, Copyrights, Patents and Domain Names

Starbucks owns and has applied to register numerous trademarks and service marks in the U.S. and in other countries throughout the world. Some of our trademarks, including Starbucks, the Starbucks logo, Starbucks Reserve, Tazo, Seattle's Best Coffee, Teavana, Frappuccino, Starbucks VIA and La Boulange are of material importance. The duration of trademark registrations varies from country to country. However, trademarks are generally valid and may be renewed indefinitely as long as they are in use and/or their registrations are properly maintained.

We own numerous copyrights for items such as product packaging, promotional materials, in-store graphics and training materials. We also hold patents on certain products, systems and designs. In addition, Starbucks has registered and maintains numerous Internet domain names, including "Starbucks.com," "Starbucks.net," "Tazo.com," "Seattlesbest.com" and "Teavana.com."

## Seasonality and Quarterly Results

Our business is subject to moderate seasonal fluctuations, of which our fiscal second quarter typically experiences lower revenues and operating income. Additionally, as Starbucks Cards are issued to and loaded by customers during the holiday season, we tend to have higher cash flows from operations during the first quarter of the fiscal year. However, since revenues from Starbucks Cards are recognized upon redemption and not when cash is loaded onto the Card, the impact of seasonal fluctuations on the consolidated statements of earnings is much less pronounced. As a result of moderate seasonal fluctuations, results for any quarter are not necessarily indicative of the results that may be achieved for the full fiscal year.

## Employees

Starbucks employed approximately 277,000 people worldwide as of October 1, 2017. In the U.S., Starbucks employed approximately 185,000 people, with approximately 175,000 in company-operated stores and the remainder in support facilities, store development, and roasting, manufacturing, warehousing and distribution operations. Approximately 92,000 employees were employed outside of the U.S., with approximately 89,000 in company-operated stores and the remainder in regional support operations. The number of Starbucks employees represented by unions is not significant. We believe our current relations with our employees are good.

## Executive Officers of the Registrant

Name	Age	Position
Howard Schultz	64	executive chairman
Kevin R. Johnson	57	president and chief executive officer
Rosalind G. Brewer	55	group president, Americas and chief operating officer
Cliff Burrows	58	group president, Siren Retail
John Culver	57	group president, International and Channels <sup>(1)</sup>
Scott Maw	50	executive vice president, chief financial officer
Paul Mutty	58	senior vice president, interim general counsel

<sup>(1)</sup> Channels includes various business groups, including channel development and certain emerging brands, including Seattle's Best Coffee and Evolution Fresh.

**Howard Schultz** is the founder of Starbucks Corporation and has served as executive chairman since April 2017. Mr. Schultz has served as chairman of the board of directors since Starbucks inception in 1985, and in January 2008, he reassumed the role of president and chief executive officer. He served as chief executive officer until April 2017 and served as president until March 2015. From June 2000 to February 2005, Mr. Schultz also held the title of chief global strategist. From November 1985 to June 2000, he served as chairman of the board and chief executive officer. From November 1985 to June 1994, Mr. Schultz also served as president. From January 1986 to July 1987, Mr. Schultz was the chairman of the board, chief executive officer and president of Il Giornale Coffee Company, a predecessor to the Company. From September 1982 to December 1985, Mr. Schultz was the director of retail operations and marketing for Starbucks Coffee Company, a predecessor to the Company.

**Kevin R. Johnson** has served as president and chief executive officer since April 2017, and has been a Starbucks director since March 2009. Mr. Johnson served as president and chief operating officer from March 2015 to April 2017. Mr. Johnson served as Chief Executive Officer of Juniper Networks, Inc., a leading provider of high-performance networking products and services, from September 2008 to December 2013. He also served on the Board of Directors of Juniper Networks from September 2008 through February 2014. Prior to joining Juniper Networks, Mr. Johnson served as President, Platforms and Services Division for Microsoft Corporation, a worldwide provider of software, services and solutions. Mr. Johnson was a member of Microsoft's Senior Leadership Team and held a number of senior executive positions over the course of his 16 years at Microsoft. Prior to joining Microsoft in 1992, Mr. Johnson worked in International Business Machine Corp.'s systems integration and consulting business.

**Rosalind G. Brewer** has served as group president, Americas and chief operating officer since October 2017, and has been a director of Starbucks since March 2017. Ms. Brewer served as President and Chief Executive Officer of Sam's Club, a membership-only retail warehouse club and a division of Walmart, from February 2012 to February 2017. Previously, Ms. Brewer was Executive Vice President and President of Walmart's East Business Unit from February 2011 to January 2012; Executive Vice President and President of Walmart South from February 2010 to February 2011; Senior Vice President and Division President of the Southeast Operating Division from March 2007 to January 2010; and Regional General Manager, Georgia Operations, from 2006 to February 2007. Prior to joining Walmart, Ms. Brewer was President of Global Nonwovens Division for Kimberly-Clark Corporation, a global health and hygiene products company, from 2004 to 2006 and held various management positions at Kimberly-Clark Corporation from 1984 to 2006. She serves as the Chair of the Board of Trustees for Spelman College and formerly served on the Board of Directors for Lockheed Martin Corporation and Molson Coors Brewing Company.

**Cliff Burrows** joined Starbucks in April 2001 and has served as group president, Siren Retail, since September 2016, which includes the Starbucks Reserve™ Roastery & Tasting Rooms, Starbucks Reserve brand and products and Princi operations. Mr. Burrows also oversees Global Coffee and the Teavana brand. From July 2015 to September 2016, he served as group president, U.S. and Americas. From February 2014 to June 2015, he served as group president, U.S., Americas and Teavana. From May 2013 to February 2014, he served as group president, Americas and U.S., EMEA (Europe, Middle East and Africa) and Teavana. Mr. Burrows served as president, Starbucks Coffee Americas and U.S. from October 2011 to May 2013 and as president, Starbucks Coffee U.S. from March 2008 to October 2011. He served as president, EMEA from April 2006 to March 2008. He served as vice president and managing director, U.K. prior to April 2006. Prior to joining Starbucks, Mr. Burrows served in various management positions with Habitat Designs Limited, a furniture and housewares retailer.

**John Culver** joined Starbucks in August 2002 and has served as group president, International and Channels, since October 2017. From September 2016 to October 2017, he served as group president, Starbucks Global Retail. From May 2013 to September 2016, he served as group president, China, Asia Pacific, Channel Development and Emerging Brands. Mr. Culver served as president, Starbucks Coffee China and Asia Pacific from October 2011 to May 2013. From December 2009 to October 2011, he served as president, Starbucks Coffee International. Mr. Culver served as executive vice president; president, Global Consumer Products, Foodservice and Seattle's Best Coffee from February 2009 to September 2009, and then as president, Global Consumer Products and Foodservice from October 2009 to November 2009. He previously served as senior vice president; president, Starbucks Coffee Asia Pacific from January 2007 to February 2009, and vice president; general manager, Foodservice from August 2002 to January 2007.

**Scott Maw** joined Starbucks in August 2011 and has served as executive vice president, chief financial officer since February 2014. From October 2012 to February 2014, he served as senior vice president, Corporate Finance and as corporate controller from August 2011 to October 2012. Prior to joining Starbucks, Mr. Maw served as chief financial officer of SeaBright Insurance Company from February 2010 to August 2011. From October 2008 to February 2010, Mr. Maw served as chief financial officer of the Consumer Banking division of JPMorgan Chase & Co., having held a similar position at Washington Mutual Bank prior to its acquisition by Chase. From 1994 to 2003, he served in various finance leadership positions at General Electric Company. Mr. Maw serves on the Board of Directors of Avista Corporation.

**Paul Mutty** joined Starbucks in September 1998 and has served as senior vice president, interim general counsel since August 2017. From July 2011 to July 2017, he served as senior vice president, deputy general counsel and assistant secretary. Mr. Mutty previously served as vice president, assistant general counsel from June 2002 to July 2011 and as director, corporate counsel from September 1998 to June 2002. Mr. Mutty has previously led the Starbucks legal department's EMEA region, Channel Development, Starbucks Law & Corporate Affairs business operations, global commercial, litigation, regulatory, technology, real estate and licensing legal teams. Prior to joining Starbucks, Mr. Mutty served as executive vice president and general counsel for SP Investments, Inc., from May 1996 to September 1998. Mr. Mutty was formerly with the Seattle law firm of Riddell, Williams, Bullitt & Walkinshaw, where he was a corporate attorney from 1986 to 1996 and was a partner from 1992 to 1996.

### **Global Social Impact**

We are committed to being a deeply responsible company in the communities where we do business. Our focus is on ethically sourcing high-quality coffee, reducing our environmental impacts and contributing positively to communities around the world. Starbucks Global Social Impact strategy and commitments are integral to our overall business strategy. As a result, we believe we deliver benefits to our stakeholders, including employees, business partners, customers, suppliers, shareholders, community members and others. For an overview of Starbucks Global Social Impact strategy and commitments, please visit [www.starbucks.com/responsibility](http://www.starbucks.com/responsibility).

### **Available Information**

Starbucks 10-K reports, along with all other reports and amendments filed with or furnished to the Securities and Exchange Commission (“SEC”), are publicly available free of charge on the Investor Relations section of our website at [investor.starbucks.com](http://investor.starbucks.com) or at [www.sec.gov](http://www.sec.gov) as soon as reasonably practicable after these materials are filed with or furnished to the SEC. Our corporate governance policies, code of ethics and Board committee charters and policies are also posted on the Investor Relations section of Starbucks website at [investor.starbucks.com](http://investor.starbucks.com). The information on our website is not part of this or any other report Starbucks files with, or furnishes to, the SEC.

### **Item 1A. Risk Factors**

You should carefully consider the risks described below. If any of the risks and uncertainties described in the cautionary factors described below actually occurs, our business, financial condition and results of operations, and the trading price of our common stock could be materially and adversely affected. Moreover, we operate in a very competitive and rapidly changing environment. New factors emerge from time to time and it is not possible to predict the impact of all these factors on our business, financial condition or results of operations.

**• *Economic conditions in the U.S. and international markets could adversely affect our business and financial results.***

As a retailer that is dependent upon consumer discretionary spending, our results of operations are sensitive to changes in or uncertainty about macro-economic conditions. Our customers may have less money for discretionary purchases and may stop or reduce their purchases of our products or trade down to Starbucks or competitors' lower priced products as a result of job losses, foreclosures, bankruptcies, increased fuel and energy costs, higher interest rates, higher taxes, reduced access to credit and economic uncertainty. These factors may also result in a general downturn in the restaurant industry. Decreases in customer traffic and/or average value per transaction will negatively impact our financial performance as reduced revenues without a corresponding decrease in expenses result in sales de-leveraging, which creates downward pressure on margins and also negatively impacts comparable store sales, net revenues, operating income and earnings per share. There is also a risk that if negative economic conditions or uncertainty persist for a long period of time or worsen, consumers may make long-lasting changes to their discretionary purchasing behavior, including less frequent discretionary purchases on a more permanent basis.

**• *Our success depends substantially on the value of our brands and failure to preserve their value, either through our actions or those of our business partners, could have a negative impact on our financial results.***

We believe we have built an excellent reputation globally for the quality of our products, for delivery of a consistently positive consumer experience and for our corporate social responsibility programs. The Starbucks brand is recognized throughout the world and we have received high ratings in global brand value studies. To be successful in the future, particularly outside of the U.S., where the Starbucks brand and our other brands are less well-known, we believe we must preserve, grow and leverage the value of our brands across all sales channels. Brand value is based in part on consumer perceptions on a variety of subjective qualities.

Additionally, our business strategy, including our plans for new stores, foodservice, branded products and other initiatives, relies significantly on a variety of business partners, including licensee and joint venture relationships, particularly in our international markets, and third party manufacturers, distributors and retailers, particularly in our international Channel Development business. Licensees and foodservice operators are often authorized to use our logos and provide branded food, beverage and other products directly to customers. We provide training and support to, and monitor the operations of, certain of these business partners, but the product quality and service they deliver may be diminished by any number of factors beyond our control, including financial pressures they may face. We believe customers expect the same quality of products and service from our licensees as they do from us and we strive to ensure customers receive the same quality of products and service experience whether they visit a company-operated store or a licensed store. We also source our food, beverage and other products from a wide variety of domestic and international business partners in our supply chain operations, and in certain cases such products are produced or sourced by our licensees directly. And although foodservice operators are authorized to use our logos and provide branded products as part of their foodservice business, we do not monitor the quality of non-Starbucks products served in those locations.

Business incidents, whether isolated or recurring and whether originating from us or our business partners, that erode consumer trust, such as actual or perceived breaches of privacy or violations of domestic or international privacy laws, contaminated food, store employees or other food handlers infected with communicable diseases, product recalls or other potential incidents discussed in this risk factors section, particularly if the incidents receive considerable publicity, including rapidly through social or digital media, or result in litigation, and failure to respond appropriately to these incidents, can significantly reduce brand value, result in civil and criminal liability and have a negative impact on our financial results. Consumer demand for our products and our brand equity could diminish significantly if we or our licensees or other business partners fail to preserve the quality of our products, are perceived to act in an unethical or socially irresponsible manner, including with respect to the sourcing, content or sale of our products or the use of customer data, fail to comply with laws and regulations or fail to deliver a consistently positive consumer experience in each of our markets, including by failing to invest in the right balance of wages and benefits to attract and retain employees that represent the brand well. Additionally, inconsistent uses of our brand and other of our intellectual property assets, as well as failure to protect our intellectual property, including from unauthorized uses of our brand or other of our intellectual property assets, can erode consumer trust and our brand value and have a negative impact on our financial results.

***• Incidents involving food or beverage-borne illnesses, tampering, adulteration, contamination or mislabeling, whether or not accurate, as well as adverse public or medical opinions about the health effects of consuming our products, could harm our business.***

Instances or reports, whether true or not, of unclean water supply or food-safety issues, such as food or beverage-borne illnesses, tampering, adulteration, contamination or mislabeling, either during growing, manufacturing, packaging, storing or preparation, have in the past severely injured the reputations of companies in the food and beverage processing, grocery and quick-service restaurant sectors and could affect us as well. Any report linking us to the use of unclean water, food or beverage-borne illnesses, tampering, adulteration, contamination, mislabeling or other food or beverage-safety issues could damage our brand value and severely hurt sales of our food and beverage products and possibly lead to product liability claims, litigation (including class actions) or damages. Clean water is critical to the preparation of coffee, tea and other beverages and our ability to ensure a clean water supply to our stores can be limited, particularly in some international locations. We are also continuing to incorporate more products in our food and beverage lineup that require freezing or refrigeration, including produce (such as fruits and vegetables in our salads and juices), dairy products (such as milk and cheeses), non-dairy alternative products (such as soymilk and almondmilk) and meats. Additionally, we are evolving our product lineup to include more local or smaller suppliers for some of our products who may not have as rigorous quality and safety systems and protocols as larger or more national suppliers. If customers become ill from food or beverage-borne illnesses, tampering, adulteration, contamination, mislabeling or other food or beverage-safety issues, we could be forced to temporarily close some stores and/or supply chain facilities, as well as recall products. In addition, instances of food or beverage-safety issues, even those involving solely the restaurants or stores of competitors or of suppliers or distributors (regardless of whether we use or have used those suppliers or distributors), could, by resulting in negative publicity about us or the foodservice industry in general, adversely affect our sales on a regional or global basis. A decrease in customer traffic as a result of food-safety concerns or negative publicity, or as a result of a temporary closure of any of our stores, product recalls or food or beverage-safety claims or litigation, could materially harm our business and results of operations.

Some of our products contain caffeine, dairy products, sugar and other compounds and allergens, the health effects of which are the subject of public and regulatory scrutiny, including the suggestion that excessive consumption of caffeine, dairy products, sugar and other compounds can lead to a variety of adverse health effects. Particularly in the U.S., there is increasing consumer awareness of health risks, including obesity, due in part to increased publicity and attention from health organizations, as well as increased consumer litigation based on alleged adverse health impacts of consumption of various food and beverage products. While we have a variety of beverage and food items, including items that are coffee-free and have reduced calories,

an unfavorable report on the health effects of caffeine or other compounds present in our products, whether accurate or not, potential imposition of additional taxes on certain types of beverages, or negative publicity or litigation arising from certain health risks could significantly reduce the demand for our beverages and food products and could materially harm our business and results of operations.

***• The unauthorized access, use, theft or destruction of customer or employee personal, financial or other data or of Starbucks proprietary or confidential information that is stored in our information systems or by third parties on our behalf could impact our reputation and brand and expose us to potential liability and loss of revenues.***

Our information technology systems, such as those we use for our point-of-sale, web and mobile platforms, including online and mobile payment systems and rewards programs, and for administrative functions, including human resources, payroll, accounting and internal and external communications, as well as the information technology systems of our third party business partners and service providers, can contain personal, financial or other information that is entrusted to us by our customers and employees. Our information technology systems also contain Starbucks proprietary and other confidential information related to our business, such as business plans, product development initiatives and designs. Similar to many other retail companies and because of the prominence of our brand, we have experienced frequent attempts to compromise our information technology systems. To the extent we or a third party were to experience a material breach of our or such third party's information technology systems that result in the unauthorized access, theft, use or destruction of customers' or employees' data or that of the Company stored in such systems, including through cyber-attacks or other external or internal methods, it could result in a material loss of revenues from the potential adverse impact to our reputation and brand, our ability to retain or attract new customers and the potential disruption to our business and plans. Such security breaches also could result in a violation of applicable U.S. and international privacy and other laws, and subject us to private consumer or securities litigation and governmental investigations and proceedings, any of which could result in our exposure to material civil or criminal liability. For example, the European Union adopted a new regulation that becomes effective in May 2018, called the General Data Protection Regulation ("GDPR"), which requires companies to meet new requirements regarding the handling of personal data, including its use, protection and the ability of persons whose data is stored to correct or delete such data about themselves. Failure to meet GDPR requirements could result in penalties of up to 4% of worldwide revenue. Our reputation and brand and our ability to attract new customers could also be adversely impacted if we fail, or are perceived to have failed, to properly respond to these incidents. Such failure to properly respond could also result in similar exposure to liability.

Significant capital investments and other expenditures could be required to remedy the problem and prevent future breaches, including costs associated with additional security technologies, personnel, experts and credit monitoring services for those whose data has been breached. These costs, which could be material, could adversely impact our results of operations in the period in which they are incurred and may not meaningfully limit the success of future attempts to breach our information technology systems.

Media or other reports of existing or perceived security vulnerabilities in our systems or those of our third party business partners or service providers, even if no breach has been attempted or has occurred, can also adversely impact our brand and reputation and materially impact our business. Additionally, the techniques and sophistication used to conduct cyber-attacks and breaches of information technology systems, as well as the sources and targets of these attacks, change frequently and are often not recognized until such attacks are launched or have been in place for a period of time. We continue to make significant investments in technology, third party services and personnel to develop and implement systems and processes that are designed to anticipate cyber-attacks and to prevent or minimize breaches of our information technology systems or data loss, but these security measures cannot provide assurance that we will be successful in preventing such breaches or data loss.

***• We rely heavily on information technology in our operations, and any material failure, inadequacy, interruption or security failure of that technology could harm our ability to effectively operate our business and could adversely affect our financial results.***

We rely heavily on information technology systems across our operations, including for administrative functions, point-of-sale processing and payment in our stores and online, management of our supply chain, Starbucks Cards, online business, mobile technology, including mobile payments and ordering apps, reloads and loyalty functionality and various other processes and transactions, and many of these systems are interdependent on one another for their functionality. Additionally, the success of several of our initiatives to drive growth, including our priority to increase digital relationships with our customers to drive incremental traffic and spend, is highly dependent on our technology systems. Our ability to effectively manage our business, launch digital and other initiatives, and coordinate the production, distribution, administration and sale of our products depends significantly on the reliability, integrity and capacity of these systems. We also rely on third party providers and platforms for some of these information technology systems and support. Additionally, our systems hardware, software and services provided by third party service providers are not fully redundant within a market or across our markets. Although we have operational safeguards in place, they may not be effective in preventing the failure of these systems or platforms to operate effectively and be available. Such failures may be caused by various factors, including power outages, catastrophic events, inadequate or

ineffective redundancy, problems with transitioning to upgraded or replacement systems or platforms, flaws in third party software or services, errors by our employees or third party service providers, or a breach in the security of these systems or platforms, including through cyber-attacks such as those that result in the blockage of our or our third-party business partners' or service providers' systems and platforms and those discussed in more detail in this risk factors section. If our incident response, disaster recovery and business continuity plans do not resolve these issues in an effective manner they could cause material negative impacts to our product availability and sales, the efficiency of our operations and our financial results.

***• We may not be successful in implementing important strategic initiatives or effectively managing growth, which may have an adverse impact on our business and financial results.***

There is no assurance that we will be able to implement important strategic initiatives in accordance with our expectations, which may result in an adverse impact on our business and financial results. These strategic initiatives are designed to create growth, improve our results of operations and drive long-term shareholder value, and include:

- being an employer of choice and investing in employees to deliver a superior customer experience;
- building our leadership position around coffee, including through the development of Starbucks Reserve™ Roasteries and Starbucks Reserve™ stores;
- driving convenience and brand engagement through our mobile, loyalty and digital capabilities;
- increasing the scale of the Starbucks store footprint with disciplined global expansion and introducing flexible and unique store formats;
- moving to a more licensed store model in some markets and a more company-owned model in other markets;
- creating new occasions in stores across all dayparts with new product offerings, including our growing lunch food and beverage product lineup;
- continuing the global growth of our Channel Development business; and
- delivering continued growth in our tea business through the Teavana brand in our Starbucks® retail stores and other channels and internationally.

In addition to other factors listed in this risk factors section, factors that may adversely affect the successful implementation of these initiatives, which could adversely impact our business and financial results, include the following:

- increases in labor costs, both domestically and internationally, such as general market and minimum wage levels and investing in competitive compensation, increased health care and workers' compensation insurance costs and other benefits to attract and retain high quality employees with the right skill sets, whether due to regulatory mandates, changing industry practices or our expansion into new channels or technology dependent operations;
- increasing competition in channels in which we operate or seek to operate from new and existing large competitors that sell high-quality specialty coffee beverages;
- continuing disruption in retail caused by on-line commerce, resulting in reduced foot traffic to "brick & mortar" retail stores;
- consumers shifting categories of where they spend their discretionary income away from outside-the-home food and beverage;
- construction cost increases associated with new store openings and remodeling of existing stores; delays in store openings for reasons beyond our control or a lack of desirable real estate locations available for lease at reasonable rates, either of which could keep us from meeting annual store opening targets in the U.S. and internationally;
- not successfully scaling our supply chain infrastructure as our product offerings increase and as we continue to expand, including our emphasis on a broad range of high-quality food offerings;
- the ability of our licensee partners to implement our growth platforms and product innovation;
- lack of customer acceptance of new products (including due to price increases necessary to cover the costs of new products or higher input costs), brands (such as the global expansion of the Teavana brand in our Starbucks® retail stores and other channels) and platforms (such as mobile technology), or customers reducing their demand for our current offerings as new products are introduced;
- the degree to which we enter into, maintain, develop and are able to negotiate appropriate terms and conditions of, and enforce, commercial and other agreements;
- not successfully consummating favorable strategic transactions or integrating acquired businesses; and
- the deterioration in our credit ratings, which could limit the availability of additional financing and increase the cost of obtaining financing to fund our initiatives.

Additionally, our Channel Development business is also in part dependent on the level of support our retail business partners provide our products, and in some markets there are only a few retailers. If our retail business partners do not provide sufficient



levels of support for our products, which is at their discretion, it could limit our ability to grow our Channel Development business. Also, a relatively small number of licensee partners own a large number of licensed stores. If such licensee partners are not able to access sufficient funds or financing, or are otherwise unable to successfully operate and grow their businesses, including their licensed stores, it could adversely affect our results in the markets in which they operate their licensed stores.

Effectively managing growth can be challenging, particularly as we continue to expand into new channels outside the retail store model, increase our focus on our Channel Development business, grow our Teavana brand in our Starbucks<sup>®</sup> retail stores and other channels, and expand into new markets internationally where we must balance the need for flexibility and a degree of autonomy for local management against the need for consistency with our goals, philosophy and standards. Growth can make it increasingly difficult to ensure a consistent supply of high-quality raw materials, to locate and hire sufficient numbers of key employees, to maintain an effective system of internal controls for a globally dispersed enterprise and to train employees worldwide to deliver a consistently high quality product and customer experience. Furthermore, if we are not successful in implementing these strategic initiatives, such as large acquisitions and integrations, we may be required to evaluate whether certain assets, including goodwill and other intangibles, have become impaired. In the event we record an impairment charge, it could have a material impact on our financial results.

***• We face intense competition in each of our channels and markets, which could lead to reduced profitability.***

The specialty coffee market is intensely competitive, including with respect to product quality, innovation, service, convenience, and price, and we face significant and increasing competition in all these areas in each of our channels and markets. Accordingly, we do not have leadership positions in all channels and markets. In the U.S., the ongoing focus by large competitors in the quick-service restaurant sector on selling high-quality specialty coffee beverages could lead to decreases in customer traffic to Starbucks<sup>®</sup> stores and/or average value per transaction adversely affecting our sales and results of operations. Similarly, continued competition from well-established competitors in our international markets could hinder growth and adversely affect our sales and results of operations in those markets. Additionally, some of our competitors are also our suppliers, which may result in their ability to offer competing products at a lower price than we do. Increased competition in the U.S. packaged coffee and tea and single-serve and ready-to-drink coffee beverage markets, including from new and large entrants to this market could adversely affect the profitability of the Channel Development segment. Furthermore, declines in general consumer demand for specialty coffee products for any reason, including due to consumer preference for other products or flattening demand for our products, could have a negative effect on our business, including from price discounting we may have to undertake.

***• We are highly dependent on the financial performance of our Americas operating segment.***

Our financial performance is highly dependent on our Americas operating segment, as it comprised approximately 70% of consolidated total net revenues in fiscal 2017. If the Americas operating segment revenue trends slow or decline, especially in our U.S. and Canada markets, our other segments may be unable to make up any significant shortfall and our business and financial results could be adversely affected. And because the Americas segment is relatively mature and produces the large majority of our operating cash flows, such a slowdown or decline could result in reduced cash flows for funding the expansion of our international business and other initiatives and for returning cash to shareholders.

***• We are increasingly dependent on the success of certain international markets in order to achieve our growth targets.***

Our future growth increasingly depends on the growth and sustained profitability of certain international markets. Some or all of our international market business units (“MBUs”), which we generally define by the countries in which they operate, may not be successful in their operations or in achieving expected growth, which ultimately requires achieving consistent, stable net revenues and earnings. The performance of these international operations may be adversely affected by economic downturns in one or more of the countries in which our large MBUs operate. The broader CAP market is now one of our two significant profit engines driving our global returns, along with our North American business. In particular, both our China and Japan MBUs contribute meaningfully to both consolidated and CAP net revenues and earnings and China in particular is a significant market for our growth. A decline in performance of one or more of our significant international MBUs could have a material adverse impact on our consolidated results.

Additionally, some factors that will be critical to the success of our international operations are different than those affecting our U.S. stores and licensees. Tastes naturally vary by region, and consumers in some MBUs may not embrace our products to the same extent as consumers in the U.S. or other international markets. Occupancy costs and store operating expenses can be higher internationally than in the U.S. due to higher rents for prime store locations or costs of compliance with country-specific regulatory requirements. Because many of our international operations are in an early phase of development, operating expenses as a percentage of related revenues are often higher compared to more developed operations, such as in the U.S. Additionally, our international joint venture partners or licensees may face capital constraints or other factors that may limit the speed at which they are able to expand and develop in a certain market.

Our international operations are also subject to additional inherent risks of conducting business abroad, such as:

- foreign currency exchange rate fluctuations, or requirements to transact in specific currencies;
- changes or uncertainties in economic, legal, regulatory, social and political conditions in our markets, as well as negative effects on U.S. businesses due to increasing anti-American sentiment in certain markets;
- interpretation and application of laws and regulations, including tax, labor, merchandise, anti-bribery and privacy laws and regulations;
- restrictive actions of foreign or U.S. governmental authorities affecting trade and foreign investment, especially during periods of heightened tension between the U.S. and such foreign governmental authorities, including protective measures such as export and customs duties and tariffs, government intervention favoring local competitors, and restrictions on the level of foreign ownership;
- import or other business licensing requirements;
- the enforceability of intellectual property and contract rights;
- limitations on the repatriation of funds and foreign currency exchange restrictions due to current or new U.S. and international regulations;
- in developing economies, the growth rate in the portion of the population achieving sufficient levels of disposable income may not be as fast as we forecast;
- difficulty in staffing, developing and managing foreign operations and supply chain logistics, including ensuring the consistency of product quality and service, due to governmental actions affecting supply chain logistics, distance, language and cultural differences, as well as challenges in recruiting and retaining high quality employees in local markets;
- local laws that make it more expensive and complex to negotiate with, retain or terminate employees;
- delays in store openings for reasons beyond our control, competition with locally relevant competitors or a lack of desirable real estate locations available for lease at reasonable rates, any of which could keep us from meeting annual store opening targets and, in turn, negatively impact net revenues, operating income and earnings per share; and
- disruption in energy supplies affecting our markets.

Moreover, many of the foregoing risks are particularly acute in developing countries, which are important to our long-term growth prospects.

***• Increases in the cost of high-quality arabica coffee beans or other commodities or decreases in the availability of high-quality arabica coffee beans or other commodities could have an adverse impact on our business and financial results.***

We purchase, roast and sell high-quality whole bean *arabica* coffee beans and related coffee products. The price of coffee is subject to significant volatility and has and may again increase significantly due to one or more of the factors described below. The high-quality *arabica* coffee of the quality we seek tends to trade on a negotiated basis at a premium above the “C” price. This premium depends upon the supply and demand at the time of purchase and the amount of the premium can vary significantly. Increases in the “C” coffee commodity price do increase the price of high-quality *arabica* coffee and also impact our ability to enter into fixed-price purchase commitments. We frequently enter into supply contracts whereby the quality, quantity, delivery period, and other negotiated terms are agreed upon, but the date, and therefore price, at which the base “C” coffee commodity price component will be fixed has not yet been established. These are known as price-to-be-fixed contracts. The supply and price of coffee we purchase can also be affected by multiple factors in the producing countries, such as weather (including the potential effects of climate change), natural disasters, crop disease, general increase in farm inputs and costs of production, inventory levels and political and economic conditions, as well as the actions of certain organizations and associations that have historically attempted to influence prices of green coffee through agreements establishing export quotas or by restricting coffee supplies. Speculative trading in coffee commodities can also influence coffee prices. Because of the significance of coffee beans to our operations, combined with our ability to only partially mitigate future price risk through purchasing practices and hedging activities, increases in the cost of high-quality *arabica* coffee beans could have an adverse impact on our profitability. In addition, if we are not able to purchase sufficient quantities of green coffee due to any of the above factors or to a worldwide or regional shortage, we may not be able to fulfill the demand for our coffee, which could have an adverse impact on our profitability.

We also purchase significant amounts of dairy products, particularly fluid milk, to support the needs of our company-operated retail stores. Additionally, and although less significant to our operations than coffee or dairy, other commodities, including but not limited to tea and those related to food and beverage inputs, such as cocoa, produce, baking ingredients, meats, eggs and energy, as well as the processing of these inputs, are important to our operations. Increases in the cost of dairy products and other commodities, or lack of availability, whether due to supply shortages, delays or interruptions in processing, or otherwise, especially in international markets, could have an adverse impact on our profitability.

**• Our financial condition and results of operations are sensitive to, and may be adversely affected by, a number of factors, many of which are largely outside our control.**

Our operating results have been in the past and will continue to be subject to a number of factors, many of which are largely outside our control. Any one or more of the factors listed below or described elsewhere in this risk factors section could adversely impact our business, financial condition and/or results of operations:

- increases in real estate costs in certain domestic and international markets;
- adverse outcomes of litigation;
- severe weather or other natural or man-made disasters affecting a large market or several closely located markets that may temporarily but significantly affect our retail business in such markets; and
- especially in our larger or fast growing markets, labor discord or disruption, geopolitical events, war, terrorism (including incidents targeting us), political instability, boycotts, increasing anti-American sentiment in certain markets, social unrest, and natural disasters, including health pandemics that lead to avoidance of public places or restrictions on public gatherings such as in our stores.

**• Interruption of our supply chain could affect our ability to produce or deliver our products and could negatively impact our business and profitability.**

Any material interruption in our supply chain, such as material interruption of roasted coffee supply due to the casualty loss of any of our roasting plants, interruptions in service by our third party logistic service providers or common carriers that ship goods within our distribution channels, trade restrictions, such as increased tariffs or quotas, embargoes or customs restrictions, or natural disasters that cause a material disruption in our supply chain could negatively impact our business and our profitability.

Additionally, our food, beverage and other products are sourced from a wide variety of domestic and international business partners in our supply chain operations, and in certain cases are produced or sourced by our licensees directly. We rely on these suppliers and vendors to provide high quality products and to comply with applicable laws. Our ability to find qualified suppliers and vendors who meet our standards and supply products in a timely and efficient manner is a significant challenge, especially with respect to goods sourced from outside the U.S., especially countries or regions with diminished infrastructure, developing or failing economies or experiencing political instability or social unrest, and as we increase our fresh and prepared food offerings. For certain products, we may rely on one or very few suppliers or vendors. A vendor's or supplier's failure to meet our standards, provide products in a timely and efficient manner, or comply with applicable laws is beyond our control. These issues, especially for those products for which we rely on one or few suppliers or vendors, could negatively impact our business and profitability.

**• Failure to meet market expectations for our financial performance and fluctuations in the stock market as a whole will likely adversely affect the market price and volatility of our stock.**

Failure to meet market expectations going forward, particularly with respect to operating margins, earnings per share, comparable store sales, operating cash flows, and net revenues, will likely result in a decline and/or increased volatility in the market price of our stock. In addition, price and volume fluctuations in the stock market as a whole may affect the market price of our stock in ways that may be unrelated to our financial performance.

**• The loss of key personnel or difficulties recruiting and retaining qualified personnel could adversely impact our business and financial results.**

Much of our future success depends on the continued availability and service of senior management personnel. The loss of any of our executive officers or other key senior management personnel could harm our business. We must continue to recruit, retain and motivate management and other employees sufficiently, both to maintain our current business and to execute our strategic initiatives, some of which involve ongoing expansion in business channels outside of our traditional company-operated store model. Our success also depends substantially on the contributions and abilities of our retail store employees whom we rely on to give customers a superior in-store experience and elevate our brand. Accordingly, our performance depends on our ability to recruit and retain high quality employees to work in and manage our stores, both domestically and internationally. Our ability to attract and retain both corporate and retail personnel is also acutely impacted in certain international and domestic markets where the competition for a relatively small number of qualified employees is intense or in markets where large high-tech companies are able to offer more competitive salaries and benefits. If we are unable to recruit, retain and motivate employees sufficiently to maintain our current business and support our projected growth, our business and financial performance may be adversely affected.

**• Failure to comply with applicable laws and changing legal and regulatory requirements could harm our business and financial results.**

Our policies and procedures are designed to comply with all applicable laws, accounting and reporting requirements, tax rules and other regulations and requirements, including those imposed by the SEC, NASDAQ, and foreign countries, as well as applicable trade, labor, healthcare, privacy (including the European Union's GDPR discussed in more detail in this risk factors section), food and beverage, labeling, anti-bribery and corruption and merchandise laws. The complexity of the regulatory environment in which we operate and the related cost of compliance are both increasing due to additional or changing legal and regulatory requirements, our ongoing expansion into new markets and new channels, and the fact that foreign laws occasionally conflict with domestic laws. In addition to potential damage to our reputation and brand, failure by us or our business partners to comply with the various laws and regulations, as well as changes in laws and regulations or the manner in which they are interpreted or applied, may result in litigation, civil and criminal liability, damages, fines and penalties, increased cost of regulatory compliance and restatements of our financial statements and have an adverse impact on our business and financial results.

**Item 1B. Unresolved Staff Comments**

None.

**Item 2. Properties**

The significant properties used by Starbucks in connection with its roasting, manufacturing, warehousing, distribution and corporate administrative operations, serving all segments, are as follows:

<b>Location</b>	<b>Approximate Size in Square Feet</b>	<b>Purpose</b>
Rancho Cucamonga, CA	265,000	Manufacturing
Washington, DC	130,000	Warehouse and distribution
Augusta, GA	131,000	Manufacturing
Minden, NV (Carson Valley)	360,000	Roasting and distribution
York, PA	2,098,000	Roasting, distribution and warehouse
Gaston, SC (Sandy Run)	117,000	Roasting and distribution
Lebanon, TN	680,000	Warehouse and distribution
Auburn, WA	491,000	Warehouse and distribution
Kent, WA	510,000	Roasting and distribution
Seattle, WA	1,241,000	Corporate administrative
Shanghai, China	121,000	Corporate administrative
Amsterdam, Netherlands	97,000	Roasting and distribution
Samutprakarn, Thailand	81,000	Warehouse and distribution

We own most of our roasting facilities and lease the majority of our warehousing and distribution locations. As of October 1, 2017, Starbucks had 13,275 company-operated stores, almost all of which are leased. We also lease space in various locations worldwide for regional, district and other administrative offices, training facilities and storage. In addition to the locations listed above, we hold inventory at various locations managed by third-party warehouses.

**Item 3. Legal Proceedings**

See [Note 15](#), Commitments and Contingencies, to the consolidated financial statements included in Item 8 of Part II of this 10-K for information regarding certain legal proceedings in which we are involved.

**Item 4. Mine Safety Disclosures**

Not applicable.

## PART II

### Item 5. Market for the Registrant's Common Equity, Related Shareholder Matters and Issuer Purchases of Equity Securities

#### SHAREHOLDER INFORMATION

##### MARKET INFORMATION AND DIVIDEND POLICY

Starbucks common stock is traded on NASDAQ, under the symbol "SBUX."

The following table shows the quarterly high and low sale prices per share of Starbucks common stock as reported by NASDAQ for each quarter during the last two fiscal years and the quarterly cash dividend declared per share of our common stock during the periods indicated:

	High	Low	Cash Dividends Declared
Fiscal 2017:			
Fourth Quarter	\$ 59.66	\$ 52.58	\$ 0.30
Third Quarter	64.87	57.38	0.25
Second Quarter	59.00	53.81	0.25
First Quarter	59.54	50.84	0.25
Fiscal 2016:			
Fourth Quarter	\$ 58.84	\$ 52.90	\$ 0.25
Third Quarter	61.64	54.01	0.20
Second Quarter	61.79	52.63	0.20
First Quarter	64.00	54.81	0.20

As of November 10, 2017, we had approximately 18,100 shareholders of record. This does not include persons whose stock is in nominee or "street name" accounts through brokers.

Future decisions to pay cash dividends continue to be at the discretion of the Board of Directors and will be dependent on our operating performance, financial condition, capital expenditure requirements and other factors that the Board of Directors considers relevant.

##### ISSUER PURCHASES OF EQUITY SECURITIES

The following table provides information regarding repurchases of our common stock during the quarter ended October 1, 2017:

Period <sup>(1)</sup>	Total Number of Shares Purchased	Average Price Paid per Share	Total Number of Shares Purchased as Part of Publicly Announced Plans or Programs <sup>(2)</sup>	Maximum Number of Shares that May Yet Be Purchased Under the Plans or Programs <sup>(3)</sup>
July 3, 2017 — July 30, 2017	2,168,233	\$ 58.03	2,168,233	93,238,695
July 31, 2017 — August 27, 2017	4,804,970	53.87	4,804,970	88,433,725
August 28, 2017 — October 1, 2017	8,116,314	54.41	8,116,314	80,317,411
<b>Total</b>	<b>15,089,517</b>	<b>\$ 54.76</b>	<b>15,089,517</b>	

<sup>(1)</sup> Monthly information is presented by reference to our fiscal months during the fourth quarter of fiscal 2017.

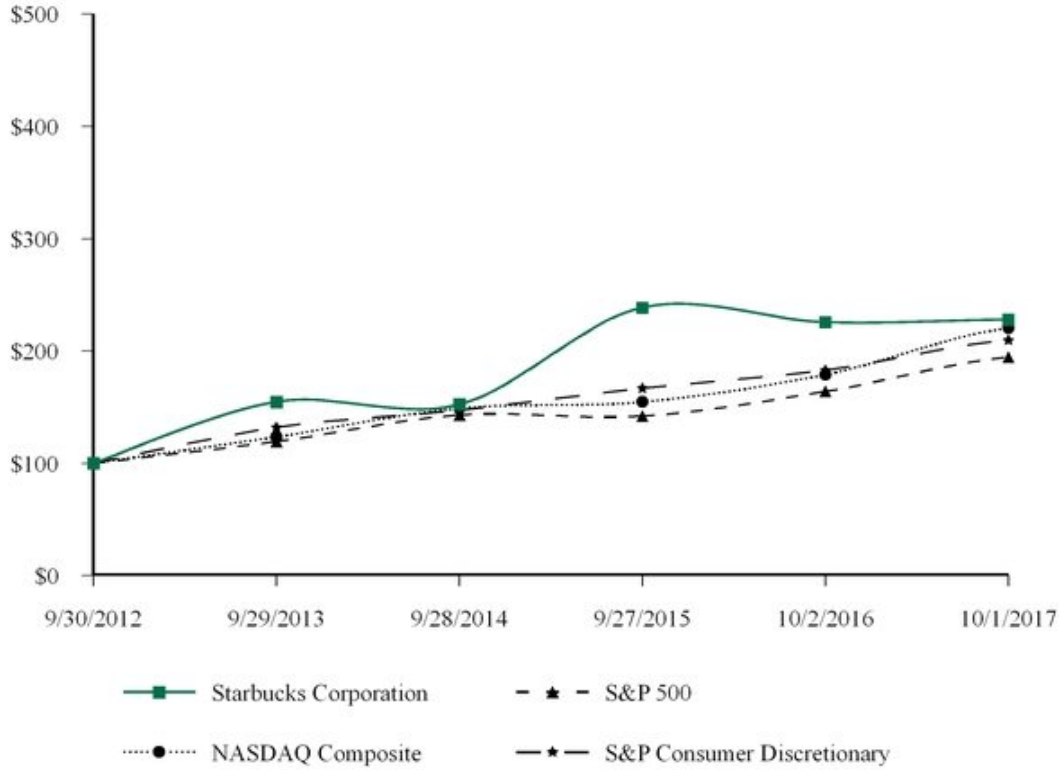
<sup>(2)</sup> Share repurchases are conducted under our ongoing share repurchase program announced in September 2001, which has no expiration date.

<sup>(3)</sup> This column includes the total remaining number of shares authorized for repurchase under the Company's ongoing share repurchase program. Shares under our ongoing share repurchase program may be repurchased in open market transactions, including pursuant to a trading plan adopted in accordance with Rule 10b5-1 of the Securities Exchange Act of 1934, or through privately negotiated transactions. The timing, manner, price and amount of repurchases will be

determined at the Company's discretion, and the share repurchase program may be suspended, terminated or modified at any time for any reason.

**Performance Comparison Graph**

The following graph depicts the total return to shareholders from September 30, 2012 through October 1, 2017, relative to the performance of the Standard & Poor's 500 Index, the NASDAQ Composite Index and the Standard & Poor's 500 Consumer Discretionary Sector, a peer group that includes Starbucks. All indices shown in the graph have been reset to a base of 100 as of September 30, 2012, and assume an investment of \$100 on that date and the reinvestment of dividends paid since that date. The stock price performance shown in the graph is not necessarily indicative of future price performance.



	Sep 30, 2012	Sep 29, 2013	Sep 28, 2014	Sep 27, 2015	Oct 2, 2016	Oct 1, 2017
Starbucks Corporation	\$ 100.00	\$ 154.67	\$ 152.47	\$ 238.48	\$ 225.70	\$ 227.92
S&P 500	100.00	119.34	142.89	142.02	163.93	194.44
NASDAQ Composite	100.00	123.38	148.79	154.52	178.82	220.25
S&P Consumer Discretionary	100.00	131.84	147.36	166.78	182.85	209.40

**Item 6. Selected Financial Data**

The following selected financial data is derived from the consolidated financial statements. All per-share data has been retroactively adjusted to give effect to the two-for-one stock split discussed in [Note 1](#), Summary of Significant Accounting Policies, included in Item 8 of Part II of this 10-K. The data below should be read in conjunction with “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” “Risk Factors,” and the consolidated financial statements and notes.

**Financial Information (in millions, except per share data):**

<u>As of and for the Fiscal Year Ended</u> <sup>(1)</sup>	Oct 1, 2017 (52 Wks)	Oct 2, 2016 (53 Wks)	Sep 27, 2015 (52 Wks)	Sep 28, 2014 (52 Wks)	Sep 29, 2013 (52 Wks)
<b>Results of Operations</b>					
Net revenues:					
Company-operated stores	\$ 17,650.7	\$ 16,844.1	\$ 15,197.3	\$ 12,977.9	\$ 11,793.2
Licensed stores	2,355.0	2,154.2	1,861.9	1,588.6	1,360.5
CPG, foodservice and other	2,381.1	2,317.6	2,103.5	1,881.3	1,713.1
Total net revenues	<u>\$ 22,386.8</u>	<u>\$ 21,315.9</u>	<u>\$ 19,162.7</u>	<u>\$ 16,447.8</u>	<u>\$ 14,866.8</u>
Operating income/(loss) <sup>(2)</sup>	\$ 4,134.7	\$ 4,171.9	\$ 3,601.0	\$ 3,081.1	\$ (325.4)
Net earnings including noncontrolling interests <sup>(2)</sup>	2,884.9	2,818.9	2,759.3	2,067.7	8.8
Net earnings/(loss) attributable to noncontrolling interests	0.2	1.2	1.9	(0.4)	0.5
Net earnings attributable to Starbucks <sup>(2)</sup>	2,884.7	2,817.7	2,757.4	2,068.1	8.3
EPS — diluted <sup>(2)</sup>	1.97	1.90	1.82	1.35	0.01
Cash dividends declared per share	1.050	0.850	0.680	0.550	0.445
Net cash provided by operating activities	4,174.3	4,575.1	3,749.1	607.8	2,908.3
Capital expenditures (additions to property, plant and equipment)	1,519.4	1,440.3	1,303.7	1,160.9	1,151.2
<b>Balance Sheet</b>					
Total assets <sup>(3)</sup>	\$ 14,365.6	\$ 14,312.5	\$ 12,404.1	\$ 10,745.0	\$ 11,509.8
Long-term debt (including current portion)	3,932.6	3,585.2	2,335.3	2,041.3	1,293.2
Shareholders’ equity	5,450.1	5,884.0	5,818.0	5,272.0	4,480.2

<sup>(1)</sup> Our fiscal year ends on the Sunday closest to September 30. The fiscal year ended on October 2, 2016 included 53 weeks, with the 53<sup>rd</sup> week falling in our fourth fiscal quarter.

<sup>(2)</sup> Fiscal 2013 results include a pretax charge of \$2,784.1 million resulting from the conclusion of our arbitration with Kraft Foods Global, Inc. The impact of this charge to net earnings attributable to Starbucks and diluted EPS, net of the related tax benefit, was \$1,713.1 million and \$1.12 per share, respectively.

<sup>(3)</sup> Total assets for fiscal 2013 through fiscal 2016 have been adjusted for the adoption of new accounting guidance related to the reclassification of debt issuance costs as discussed in [Note 1](#), Summary of Significant Accounting Policies.

**Comparable Store Sales:**

Fiscal Year Ended	Oct 1, 2017	Oct 2, 2016	Sep 27, 2015	Sep 28, 2014	Sep 29, 2013
Percentage change in comparable store sales <sup>(1)</sup>					
Americas					
Sales growth	3 %	6%	7%	6%	7 %
Change in transactions	— %	1%	3%	2%	5 %
Change in ticket	4 %	5%	4%	3%	2 %
China/Asia Pacific <sup>(2)</sup>					
Sales growth	3 %	3%	9%	7%	9 %
Change in transactions	1 %	1%	8%	6%	7 %
Change in ticket	1 %	2%	1%	—%	2 %
EMEA <sup>(3)</sup>					
Sales growth	1 %	—%	4%	5%	— %
Change in transactions	(1)%	1%	2%	3%	2 %
Change in ticket	1 %	—%	1%	2%	(2)%
Consolidated					
Sales growth	3 %	5%	7%	6%	7 %
Change in transactions	— %	1%	3%	3%	5 %
Change in ticket	3 %	4%	4%	3%	2 %

<sup>(1)</sup> Includes only Starbucks<sup>®</sup> company-operated stores open 13 months or longer. Comparable store sales exclude the effect of fluctuations in foreign currency exchange rates. For fiscal year 2016, comparable store sales percentages were calculated excluding the 53<sup>rd</sup> week.

<sup>(2)</sup> Beginning in December of fiscal 2016, comparable store sales include the results of the 1,009 company-operated stores acquired as part of the acquisition of Starbucks Japan in the first quarter of fiscal 2015.

<sup>(3)</sup> Company-operated stores represent 17% of the EMEA segment store portfolio as of October 1, 2017.



**Store Count Data:**

<b>As of and for the Fiscal Year Ended</b>	<b>Oct 1, 2017 (52 Wks)</b>	<b>Oct 2, 2016 (53 Wks)</b>	<b>Sep 27, 2015 (52 Wks)</b>	<b>Sep 28, 2014 (52 Wks)</b>	<b>Sep 29, 2013 (52 Wks)</b>
<b>Net stores opened/(closed) and transferred during the year:</b>					
<b>Americas <sup>(1)</sup></b>					
Company-operated stores	394	348	276	317	276
Licensed stores	558	456	336	381	404
<b>China/Asia Pacific <sup>(2)</sup></b>					
Company-operated stores	259	359	1,320	250	239
Licensed stores	777	622	(482)	492	349
<b>EMEA <sup>(3)</sup></b>					
Company-operated stores	(21)	(214)	(80)	(9)	(29)
Licensed stores	353	494	302	180	129
<b>All Other Segments <sup>(4)</sup></b>					
Company-operated stores	(68)	(17)	6	12	343
Licensed stores	2	(6)	(1)	(24)	(10)
<b>Total</b>	<b>2,254</b>	<b>2,042</b>	<b>1,677</b>	<b>1,599</b>	<b>1,701</b>
<b>Stores open at year end:</b>					
<b>Americas <sup>(1)</sup></b>					
Company-operated stores	9,413	9,019	8,671	8,395	8,078
Licensed stores	7,146	6,588	6,132	5,796	5,415
<b>China/Asia Pacific <sup>(2)</sup></b>					
Company-operated stores	3,070	2,811	2,452	1,132	882
Licensed stores	4,409	3,632	3,010	3,492	3,000
<b>EMEA <sup>(3)</sup></b>					
Company-operated stores	502	523	737	817	826
Licensed stores	2,472	2,119	1,625	1,323	1,143
<b>All Other Segments <sup>(4)</sup></b>					
Company-operated stores	290	358	375	369	357
Licensed stores	37	35	41	42	66
<b>Total</b>	<b>27,339</b>	<b>25,085</b>	<b>23,043</b>	<b>21,366</b>	<b>19,767</b>

(1) Americas store data includes the closure of 132 Target Canada licensed stores in the second quarter of fiscal 2015.

(2) China/Asia Pacific store data has been adjusted for the transfer of certain company-operated stores to licensed stores in the fourth quarter of fiscal 2014. China/Asia Pacific store data also includes the transfer of 1,009 Japan stores from licensed stores to company-operated as a result of the acquisition of Starbucks Japan in the first quarter of fiscal 2015 and the transfer of 133 Singapore stores from company-operated stores to licensed stores in the fourth quarter of fiscal 2017.

(3) EMEA store data has been adjusted for the transfer of certain company-operated stores to licensed stores in the second and fourth quarters of fiscal 2014. EMEA store data also includes the transfer of 144 Germany company-operated retail stores to licensed stores as a result of the sale to AmRest Holdings SE in the third quarter of fiscal 2016.

(4) All Others Segments data includes 337 Teavana™ stores acquired in the second quarter of fiscal 2013 and the net closure of 64 Teavana-branded stores in fiscal 2017.

## Item 7. *Management's Discussion and Analysis of Financial Condition and Results of Operations*

### General

Our fiscal year ends on the Sunday closest to September 30. The fiscal year ended on October 1, 2017 included 52 weeks. The fiscal year ended on October 2, 2016 included 53 weeks, with the extra week falling in our fourth fiscal quarter, and the fiscal year ended on September 27, 2015 included 52 weeks. Comparable store sales percentages below are calculated excluding the 53<sup>rd</sup> week. All references to store counts, including data for new store openings, are reported net of related store closures, unless otherwise noted.

### Financial Highlights

- Total net revenues increased 5% to \$22.4 billion in fiscal 2017 compared to \$21.3 billion in fiscal 2016 . Excluding \$412.4 million from extra week of fiscal 2016, net revenues grew 7%.
- Global comparable store sales grew 3% driven by a 3% increase in average ticket.
- Consolidated operating income decreased to \$4.1 billion in fiscal 2017 compared to operating income of \$4.2 billion in fiscal 2016 . Fiscal 2017 operating margin was 18.5% compared to 19.6% in fiscal 2016 . Operating margin compression in fiscal 2017 was primarily driven by increased partner (employee) and digital investments, largely in the Americas segment, restructuring and impairment charges and the absence of the 53rd week, partially offset by sales leverage.
- Restructuring and impairment charges for fiscal 2017 were \$153.5 million and primarily related to our strategic changes in our Teavana business including a partial goodwill impairment, store asset impairments, costs associated with early closure of stores and severance. Additional amounts incurred related to an impairment of our Switzerland retail business and asset impairments of certain Starbucks<sup>®</sup> company-operated stores in Canada.
- Earnings per share ("EPS") for fiscal 2017 increased to \$1.97 , compared to EPS of \$1.90 in fiscal 2016, which benefited \$0.06 per share from the extra week in fiscal 2016. The increase was primarily driven by growth in comparable store sales, improved sales leverage and the gain on the sale of Singapore retail operations, partially offset by restructuring and impairment charges.
- Cash flows from operations were \$4.2 billion in fiscal 2017 compared to \$4.6 billion in fiscal 2016 . The change was primarily due to the timing of our cash payments for income taxes.
- Capital expenditures were \$1.5 billion in fiscal 2017 compared to \$1.4 billion in fiscal 2016 .
- We returned \$3.5 billion to our shareholders in fiscal 2017 through share repurchases and dividends compared to \$3.2 billion in fiscal 2016.

### Overview

Starbucks results for fiscal 2017 continued to demonstrate the strength of our global business model, and our ability to successfully make disciplined investments in our business and our partners. Consolidated total net revenues increased 5% to \$22.4 billion, primarily driven by incremental revenues from 2,320 net new store openings over the past 12 months and a 3% growth in global comparable store sales, partially offset by the absence of the 53rd week. Consolidated operating income declined \$37 million, or 1%, to \$4.1 billion. Operating margin declined 110 basis points to 18.5%, primarily due to increased partner investments, largely in the Americas segment, restructuring and impairment charges and the absence of the 53rd week, partially offset by sales leverage. Earnings per share of \$1.97 increased 4% over the prior year earnings per share of \$1.90.

Americas revenue grew by 6% to \$15.7 billion, primarily driven by incremental revenues from 952 net new store openings over the last 12 months and comparable store sales growth of 3%, partially offset by the absence of the 53rd week. The success of our premium food offerings coupled with innovation across our coffee and tea beverage platforms drove the increase in comparable store sales. Operating income declined \$79 million to \$3.7 billion and operating margin at 23.4% declined by 190 basis points from a year ago, primarily due to increased investments in our store partners, a product mix shift largely towards food, and the absence of the 53rd week. These were partially offset by sales leverage.

In our China/Asia Pacific segment, revenues grew by 10% to \$3.2 billion, primarily driven by incremental revenues from the opening of 1,036 net new stores over the past 12 months and a 3% increase in comparable store sales, partially offset by the absence of the 53rd week and unfavorable foreign currency translation. Operating income grew 21% to \$765 million, while operating margin expanded 210 basis points to 23.6%. The overall margin expansion was primarily due to the transition to China's new value added tax structure in fiscal 2016 and higher income from our joint venture operations. We now operate 7,479 stores in 15 countries in our China/Asia Pacific segment making this the second largest reportable segment.

We continue to execute on our strategy of repositioning the EMEA segment to a predominantly licensed model. As a result of this strategy, EMEA revenues declined \$111 million to \$1.0 billion, or 10%, primarily driven by the absence of revenue related to the sale of our Germany retail operations in the third quarter of fiscal 2016 and unfavorable foreign currency translation. Partially offsetting the decrease were incremental revenues from the opening of 339 net new licensed stores over the past 12 months. Operating margin declined 200 basis points to 11.5% primarily due to a partial impairment of goodwill related to our Switzerland retail business, sales deleverage in certain company-operated stores and unfavorable foreign currency exchange. These decreases were partially offset by sales leverage driven by the shift in the portfolio towards more licensed stores.

Channel Development segment revenues grew by 4% to \$2.0 billion, primarily driven by increased sales through our international channels and sales of packaged coffee, foodservice and single-serve products. When excluding the revenue of the 53rd week in fiscal 2016, segment revenues grew by 6%. Operating income grew \$86 million, or 11%, to \$893 million. Operating margin increased 270 basis points to 44.5%, primarily driven by lower coffee costs, leverage on cost of sales and higher income from our North American Coffee Partnership joint venture.

### ***Fiscal 2018 — The View Ahead***

Turning to fiscal 2018, we expect continued growth through thoughtful long-term investments that create value and reward shareholders. These results are expected to be driven by our 6 operational priorities, which include:

- Accelerate U.S. Comparable Store Sales
- Drive Innovation in Food and Beverage
- Accelerate the Power and Momentum of our Digital Platform
- Enable Long-Term Growth in China
- Elevate the *Starbucks Experience* through Siren Retail
- Gain Share of At-Home Coffee

These priorities are our main focus to grow our core business with new customer acquisition through store growth, digital engagement and innovation, while we continue to foster long-term customer relationships. To successfully achieve these priorities, we will undertake a number of initiatives, including the pending transaction to acquire full ownership of our joint venture in East China and converting our Taiwan and Singapore markets to fully licensed operations. We are in the process of exiting certain activities including closing Teavana™ retail stores and certain Starbucks company-operated stores in Canada, the pending sale of our Tazo brand and related assets, and aggressively rationalizing merchandise in our U.S. retail stores. These strategic actions will enable us to focus on businesses and products with the highest growth potential and greatest prospect for returns. We expect revenue growth to be in the high single digits for the underlying business in fiscal 2018 driven by comparable store sales and the opening of approximately 2,300 net new Starbucks stores globally. An additional 2 to 3 points of revenue growth is expected related to the aforementioned strategic initiatives.

Diluted earnings per share for fiscal 2018 is expected to grow in excess of 40% when compared to fiscal 2017, largely due to the anticipated gain associated with the pending acquisition of East China.

Capital expenditures in fiscal 2018 are expected to be approximately \$2.0 billion, primarily for investments in our new and existing stores, our developing Siren Retail business and our supply chain and corporate facilities.

During the fiscal year, our expected strong operational performance combined with the prudent leveraging of our balance sheet will enable us to return significant value to shareholders through share repurchases and dividends.

### **Acquisitions and Divestitures**

See [Note 2](#), Acquisitions and Divestitures, to the consolidated financial statements included in Item 8 of Part II of this 10-K for information regarding acquisitions and divestitures.

**RESULTS OF OPERATIONS — FISCAL 2017 COMPARED TO FISCAL 2016**
**Consolidated results of operations (in millions) :**
Revenues

<b>Fiscal Year Ended</b>	<b>Oct 1, 2017 (52 Weeks Ended)</b>	<b>Oct 2, 2016 (53 Weeks Ended)</b>	<b>% Change</b>
Net revenues:			
Company-operated stores	\$ 17,650.7	\$ 16,844.1	4.8%
Licensed stores	2,355.0	2,154.2	9.3
CPG, foodservice and other	2,381.1	2,317.6	2.7
<b>Total net revenues</b>	<b>\$ 22,386.8</b>	<b>\$ 21,315.9</b>	<b>5.0%</b>

Total net revenues increased \$1.1 billion, or 5%, over fiscal 2016, primarily driven by increased revenues from company-operated stores (\$807 million). The growth in company-operated store revenues was primarily driven by incremental revenues from 768 net new Starbucks® company-operated store openings over the past 12 months (\$869 million) and a 3% increase in comparable store sales (\$496 million), attributable to a 3% increase in average ticket. Partially offsetting these incremental revenues was the absence of the 53rd week (\$324 million), the absence of sales from the conversion of certain company-operated stores to licensed stores (\$121 million) and the impact of unfavorable foreign currency translation (\$70 million).

Licensed store revenue growth also contributed to the increase in total net revenue (\$201 million), primarily due to increased product sales to and royalty revenues from our licensees (\$260 million), largely due to the opening of 1,552 net new Starbucks® licensed stores and improved comparable store sales, partially offset by the absence of the 53rd week (\$41 million) and unfavorable foreign currency translation (\$27 million).

CPG, foodservice and other revenues increased \$64 million, driven by increased sales through our international channels, primarily associated with our European and North American regions (\$35 million), increased sales of U.S. packaged coffee (\$32 million), foodservice (\$30 million) and premium single-serve products (\$23 million). Increased sales were partially offset by the absence of the 53rd week (\$47 million) and an unfavorable revenue deduction adjustment pertaining to periods prior to fiscal 2017 (\$13 million).

Operating Expenses

<b>Fiscal Year Ended</b>	<b>Oct 1, 2017 (52 Weeks Ended)</b>	<b>Oct 2, 2016 (53 Weeks Ended)</b>	<b>Oct 1, 2017</b>	<b>Oct 2, 2016</b>
			<b>As a % of Total Net Revenues</b>	
Cost of sales including occupancy costs	\$ 9,038.2	\$ 8,511.1	40.4%	39.9%
Store operating expenses	6,493.3	6,064.3	29.0	28.4
Other operating expenses	553.8	545.4	2.5	2.6
Depreciation and amortization expenses	1,011.4	980.8	4.5	4.6
General and administrative expenses	1,393.3	1,360.6	6.2	6.4
Restructuring and impairments	153.5	—	0.7	—
<b>Total operating expenses</b>	<b>18,643.5</b>	<b>17,462.2</b>	<b>83.3</b>	<b>81.9</b>
Income from equity investees	391.4	318.2	1.7	1.5
<b>Operating income</b>	<b>\$ 4,134.7</b>	<b>\$ 4,171.9</b>	<b>18.5%</b>	<b>19.6%</b>
Store operating expenses as a % of related revenues			36.8%	36.0%
Other operating expenses as a % of non-company-operated store revenues			11.7%	12.2%

Cost of sales including occupancy costs as a percentage of total net revenues increased 50 basis points, primarily driven by a product mix shift (approximately 70 basis points) largely towards premium food in the Americas segment, partially offset by leverage on cost of sales and occupancy costs (approximately 30 basis points).

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Store operating expenses as a percentage of total net revenues increased 60 basis points. Store operating expenses as a percentage of company-operated store revenues increased 80 basis points, primarily driven by higher partner and digital investments, largely in the Americas segment (approximately 150 basis points), partially offset by sales leverage (approximately 90 basis points).

Other operating expenses as a percentage of total net revenues decreased 10 basis points. Excluding the impact of company-operated store revenues, other operating expenses decreased 50 basis points, primarily due to lower performance-based compensation (approximately 20 basis points).

General and administrative expenses as a percentage of total net revenues decreased 20 basis points, primarily driven by lower performance-based compensation (approximately 30 basis points), and employment taxes, including the lapping of higher employment taxes resulting from a multiple year audit in the prior year (approximately 20 basis points). These were partially offset by increased salaries and benefits related to digital platforms, technology infrastructure and innovations.

Restructuring and impairments charges in fiscal 2017 were primarily the result of our strategic changes in Teavana. We recorded \$130 million of restructuring-related costs, including a partial goodwill impairment of \$69 million, store asset impairments, and costs related to early store closure obligations and severance. Additionally, we recorded \$18 million of partial goodwill impairment relating to our Switzerland retail business.

Income from equity investees increased \$73 million, due to higher income from our CAP joint venture operations, primarily China and South Korea, as well as our North American Coffee Partnership.

The combination of these changes resulted in an overall decrease in operating margin of 110 basis points in fiscal 2017 when compared to fiscal 2016 .

Other Income and Expenses

<b>Fiscal Year Ended</b>	<b>Oct 1, 2017</b>	<b>Oct 2, 2016</b>	<b>Oct 1, 2017</b>	<b>Oct 2, 2016</b>
	<b>(52 Weeks Ended)</b>	<b>(53 Weeks Ended)</b>	<b>As a % of Total Net Revenues</b>	
Operating income	\$ 4,134.7	\$ 4,171.9	18.5 %	19.6 %
Interest income and other, net	275.3	108.0	1.2	0.5
Interest expense	(92.5)	(81.3)	(0.4)	(0.4)
Earnings before income taxes	4,317.5	4,198.6	19.3	19.7
Income tax expense	1,432.6	1,379.7	6.4	6.5
Net earnings including noncontrolling interests	2,884.9	2,818.9	12.9	13.2
Net earnings attributable to noncontrolling interests	0.2	1.2	—	—
<b>Net earnings attributable to Starbucks</b>	<b>\$ 2,884.7</b>	<b>\$ 2,817.7</b>	<b>12.9 %</b>	<b>13.2 %</b>
Effective tax rate including noncontrolling interests			33.2 %	32.9 %

Interest income and other, net increased \$167 million , primarily driven by gains from the sale of our Singapore retail operations (\$84 million) and our investment in Square, Inc. warrants (\$41 million). Also contributing favorably was higher income recognized on unredeemed stored value card balances (\$44 million).

Interest expense increased \$11 million primarily related to additional interest incurred on long-term debt issued in February 2016, May 2016 and March 2017, partially offset by lower interest expense from the repayment of our December 2016 notes.

The effective tax rate for fiscal 2017 was 33.2% compared to 32.9% for fiscal 2016 . The increase in the effective tax rate was primarily due to unfavorability from non-deductible goodwill impairment charges recorded in the third quarter of fiscal 2017 (approximately 70 basis points), and the lapping of the release of certain tax reserves in the third quarter of fiscal 2016, primarily related to statute closures (approximately 30 basis points). The increase was partially offset by the largely non-taxable gain on the sale of our Singapore retail operations in the fourth quarter of fiscal 2017 (approximately 70 basis points).

## Segment Information

Results of operations by segment (*in millions*) :

### Americas

Fiscal Year Ended	Oct 1, 2017	Oct 2, 2016	Oct 1, 2017	Oct 2, 2016
	(52 Weeks Ended)	(53 Weeks Ended)	As a % of Americas Total Net Revenues	
Net revenues:				
Company-operated stores	\$ 13,996.4	\$ 13,247.4	89.4%	89.5%
Licensed stores	1,617.3	1,518.5	10.3	10.3
Foodservice and other	39.0	29.5	0.2	0.2
<b>Total net revenues</b>	<b>15,652.7</b>	<b>14,795.4</b>	<b>100.0</b>	<b>100.0</b>
Cost of sales including occupancy costs	5,720.3	5,271.9	36.5	35.6
Store operating expenses	5,320.2	4,909.3	34.0	33.2
Other operating expenses	128.5	96.0	0.8	0.6
Depreciation and amortization expenses	615.0	590.1	3.9	4.0
General and administrative expenses	201.4	186.1	1.3	1.3
Restructuring and impairments	4.1	—	—%	—%
Total operating expenses	11,989.5	11,053.4	76.6	74.7
<b>Operating income</b>	<b>\$ 3,663.2</b>	<b>\$ 3,742.0</b>	<b>23.4%</b>	<b>25.3%</b>
Store operating expenses as a % of related revenues			38.0%	37.1%
Other operating expenses as a % of non-company-operated store revenues			7.8%	6.2%

### Revenues

Americas total net revenues for fiscal 2017 increased \$857 million , or 6% , over fiscal 2016 , primarily due to increased revenues from company-operated stores (contributing \$749 million ) and licensed stores (contributing \$99 million ) .

The increase in company-operated store revenues was driven by incremental revenues from 383 net new Starbucks<sup>®</sup> company-operated store openings over the past 12 months (\$585 million) and a 3% increase in comparable store sales (\$426 million), attributable to a 4% increase in average ticket, partially offset by the absence of the 53rd week (\$258 million)

The increase in licensed store revenues was primarily driven by increased product sales to and royalty revenues from our licensees (\$127 million), primarily resulting from the opening of 569 net new Starbucks<sup>®</sup> licensed stores over the past 12 months and improved comparable store sales, partially offset by the absence of the 53rd week (\$31 million).

### Operating Expenses

Cost of sales including occupancy costs as a percentage of total net revenues increased 90 basis points, primarily due to a product mix shift (approximately 70 basis points) largely towards premium food.

Store operating expenses as a percentage of total net revenues increased 80 basis points. As a percentage of company-operated store revenues, store operating expenses increased 90 basis points, primarily driven by increased partner and digital investments (approximately 180 basis points), partially offset by sales leverage on salaries and benefits (approximately 80 basis points).

Other operating expenses as a percentage of total net revenues increased 20 basis points. Excluding the impact of company-operated store revenues, other operating expenses increased 160 basis points, primarily due to lapping a settlement received in the fourth quarter of fiscal 2016 related to the closure of Target Canada stores in fiscal 2015 (approximately 120 basis points).

General and administrative expenses as a percentage of total net revenues were flat, primarily driven by higher salaries and benefits (approximately 10 basis points), offset by sales leverage.

Restructuring and impairment charges of \$4 million related to asset impairments of certain company-operated stores in Canada.

The combination of these changes resulted in an overall decrease in operating margin of 190 basis points in fiscal 2017 when compared to fiscal 2016 .

**China/Asia Pacific**

<b>Fiscal Year Ended</b>	<b>Oct 1, 2017</b>	<b>Oct 2, 2016</b>	<b>As a % of China/Asia Pacific Total Net Revenues</b>	
	<b>(52 Weeks Ended)</b>	<b>(53 Weeks Ended)</b>	<b>Oct 1, 2017</b>	<b>Oct 2, 2016</b>
<b>Net revenues:</b>				
Company-operated stores	\$ 2,906.0	\$ 2,640.4	89.7%	89.8%
Licensed stores	327.4	292.3	10.1	9.9
Foodservice and other	6.8	6.1	0.2	0.2
<b>Total net revenues</b>	<b>3,240.2</b>	<b>2,938.8</b>	<b>100.0</b>	<b>100.0</b>
Cost of sales including occupancy costs	1,393.9	1,296.7	43.0	44.1
Store operating expenses	845.5	779.4	26.1	26.5
Other operating expenses	74.6	70.3	2.3	2.4
Depreciation and amortization expenses	202.2	180.6	6.2	6.1
General and administrative expenses	156.0	130.3	4.8	4.4
Total operating expenses	2,672.2	2,457.3	82.5	83.6
Income from equity investees	197.0	150.1	6.1	5.1
<b>Operating income</b>	<b>\$ 765.0</b>	<b>\$ 631.6</b>	<b>23.6%</b>	<b>21.5%</b>
Store operating expenses as a % of related revenues			29.1%	29.5%
Other operating expenses as a % of non-company-operated store revenues			22.3%	23.6%

**Revenues**

China/Asia Pacific total net revenues for fiscal 2017 increased \$301 million, or 10%, over fiscal 2016, primarily from higher company-operated store revenues (\$266 million), driven by incremental revenues from 392 net new company-operated store openings over the past 12 months (\$293 million). Also contributing was a 3% increase in comparable store sales (\$67 million), partially offset by the absence of the 53rd week (\$52 million) and unfavorable foreign currency translation (\$40 million).

Licensed store revenues increased \$35 million, primarily driven by increased product sales to and royalty revenues from licensees (\$39 million), primarily resulting from the opening of 644 net new licensed stores over the past 12 months, partially offset the absence of the 53rd week (\$4 million).

**Operating Expenses**

Cost of sales including occupancy costs as a percentage of total net revenues decreased 110 basis points, primarily driven by favorability from the transition to China's new value added tax structure (approximately 120 basis points).

Store operating expenses as a percentage of total net revenues decreased 40 basis points. As a percentage of company-operated store revenues, store operating expenses decreased 40 basis points, primarily due to sales leverage on salaries and benefits (approximately 30 basis points) and lower performance-based compensation in Japan (approximately 10 basis points).

Other operating expenses as a percentage of total net revenues decreased 10 basis points. Excluding the impact of company-operated store revenues, other operating expenses decreased 130 basis points, primarily due to lower performance-based compensation (approximately 80 basis points) and lapping of investments in regional leadership and training conferences in the prior year (approximately 50 basis points).

General and administrative expenses as a percentage of total revenues increased 40 basis points, primarily due to continued focus and investment in product quality and innovation (approximately 40 basis points).

Income from equity investees increased \$47 million, driven by higher income from our joint venture operations, primarily in East China and South Korea. Favorability in both regions was attributable to comparable store sales growth and the addition of net new licensed stores over the past 12 months. East China also benefited from the new value added tax structure.

The combination of these changes resulted in an overall increase in operating margin of 210 basis points in fiscal 2017 when compared to fiscal 2016.

**EMEA**

Fiscal Year Ended	Oct 1, 2017	Oct 2, 2016	Oct 1, 2017	Oct 2, 2016
	(52 Weeks Ended)	(53 Weeks Ended)	As a % of EMEA Total Net Revenues	
<b>Net revenues:</b>				
Company-operated stores	\$ 551.0	\$ 732.0	54.4%	65.1%
Licensed stores	407.7	339.5	40.2	30.2
Foodservice	55.0	53.4	5.4	4.7
<b>Total net revenues</b>	<b>1,013.7</b>	<b>1,124.9</b>	<b>100.0</b>	<b>100.0</b>
Cost of sales including occupancy costs	533.5	565.0	52.6	50.2
Store operating expenses	214.1	260.6	21.1	23.2
Other operating expenses	59.1	57.0	5.8	5.1
Depreciation and amortization expenses	31.3	40.8	3.1	3.6
General and administrative expenses	41.7	51.4	4.1	4.6
Restructuring and impairments	17.9	—	1.8	—
Total operating expenses	897.6	974.8	88.5	86.7
Income from equity investees	—	1.5	—	0.1
<b>Operating income</b>	<b>\$ 116.1</b>	<b>\$ 151.6</b>	<b>11.5%</b>	<b>13.5%</b>
Store operating expenses as a % of related revenues			38.9%	35.6%
Other operating expenses as a % of non-company-operated store revenues			12.8%	14.5%

**Revenues**

EMEA total net revenues for fiscal 2017 decreased \$111 million, or 10%, over fiscal 2016. The decrease was primarily due to a decline in company-operated store revenues (\$181 million), driven by the shift to more licensed stores in the region (\$121 million), which includes the absence of revenues related to the sale of our Germany retail operations in the third quarter of fiscal 2016. Also contributing to the decline was unfavorable foreign currency translation (\$43 million) and the absence of the 53rd week (\$11 million).

Licensed store revenues increased \$68 million, driven by higher product sales and royalty revenues from our licensees (\$95 million), resulting from the opening of 339 net new licensed stores and the transfer of 14 company-operated stores to licensed stores over the past 12 months. These increases were partially offset by unfavorable foreign currency translation (\$24 million) and the absence of the 53rd week (\$6 million).

**Operating Expenses**

Cost of sales including occupancy costs as a percentage of total net revenues increased 240 basis points, primarily due to unfavorable foreign currency transactions (approximately 140 basis points) and the shift in the composition of our store portfolio to more licensed stores, which have a lower gross margin (approximately 100 basis points).

Store operating expenses as a percentage of total net revenues decreased 210 basis points. As a percentage of company-operated store revenues, store operating expenses increased 330 basis points, primarily due to sales deleverage in certain company-operated stores (approximately 320 basis points) and the impact of a tax settlement (approximately 100 basis points), partially offset by the shift in the portfolio towards more licensed stores (approximately 140 basis points).

Other operating expenses as a percentage of total net revenues increased 70 basis points. Excluding the impact of company-operated store revenues, other operating expenses decreased 170 basis points, primarily due to sales leverage driven by the shift to more licensed stores (approximately 170 basis points).

Depreciation and amortization expenses as a percentage of total net revenues decreased 50 basis points, primarily due to the shift in portfolio towards more licensed stores (approximately 50 basis points).

Restructuring and impairment charges in fiscal 2017 relate to a partial goodwill impairment recorded in our Switzerland company-operated retail reporting unit, which we fully acquired in the fourth quarter of fiscal 2011. The overall economic backdrop in Europe, coupled with the strengthening of the Swiss franc when compared to the relatively inexpensive euro in surrounding countries, caused ongoing unfavorable changes in consumer behavior and depressed tourism. Our latest mitigation



efforts for our Switzerland retail business are not expected to fully recover the reporting unit's carrying value given the sustained nature of these and other external factors. As a result, we recorded a goodwill impairment charge of \$18 million in the third quarter of fiscal 2017.

The combination of these changes resulted in an overall decrease in operating margin of 200 basis points in fiscal 2017 when compared to fiscal 2016 .

**Channel Development**

Fiscal Year Ended	Oct 1, 2017	Oct 2, 2016	Oct 1, 2017	Oct 2, 2016
	(52 Weeks Ended)	(53 Weeks Ended)	As a % of Channel Development Total Net Revenues	
Net revenues:				
CPG	\$ 1,543.7	\$ 1,488.2	76.9%	77.0%
Foodservice	464.9	444.3	23.1	23.0
<b>Total net revenues</b>	<b>2,008.6</b>	<b>1,932.5</b>	<b>100.0</b>	<b>100.0</b>
Cost of sales	1,074.3	1,042.6	53.5	54.0
Other operating expenses	222.2	228.5	11.1	11.8
Depreciation and amortization expenses	2.2	2.8	0.1	0.1
General and administrative expenses	10.9	17.9	0.5	0.9
Total operating expenses	1,309.6	1,291.8	65.2	66.8
Income from equity investees	194.4	166.6	9.7	8.6
<b>Operating income</b>	<b>\$ 893.4</b>	<b>\$ 807.3</b>	<b>44.5%</b>	<b>41.8%</b>

Discussion of our Channel Development segment results reflects the impact of an unfavorable revenue deduction adjustment recorded in the second quarter of fiscal 2017. While this adjustment was immaterial, the discussion below quantifies the impact to provide a better understanding of our results for fiscal 2017 .

Revenues

Channel Development total net revenues for fiscal 2017 increased \$76 million , or 4% , over fiscal 2016 . CPG revenue growth was driven by increased sales through our international channels, primarily associated with our European and North American regions (\$35 million), U.S. packaged coffee (\$32 million) and premium single-serve products (\$23 million). Higher foodservice sales were primarily the result of a change to a direct distribution model and recognizing the benefit of full revenue from premium single-serve product sales. Increased sales were partially offset by the absence of the 53rd week (\$40 million) and an unfavorable revenue deduction adjustment pertaining to prior periods (\$13 million).

Operating Expenses

Cost of sales as a percentage of total net revenues decreased 50 basis points, primarily driven by lower coffee costs (approximately 90 basis points) and leverage on cost of sales (approximately 60 basis points), partially offset by a shift toward lower margin products (approximately 100 basis points) and the revenue deduction adjustment pertaining to prior periods (approximately 30 basis points).

Other operating expenses as a percentage of total net revenues decreased 70 basis points, primarily driven by lower performance-based compensation (approximately 40 basis points).

General and administrative expenses as a percentage of total net revenues decreased 40 basis points, primarily driven by lower performance-based compensation (approximately 20 basis points) and salaries and benefits (approximately 10 basis points).

Income from equity investees increased \$28 million for fiscal 2017 , due to higher income from our North American Coffee Partnership joint venture, driven by increased sales of Frappuccino<sup>®</sup> and Starbucks Doubleshot<sup>®</sup> beverages as well as new product launches over the past 12 months.

The combination of these changes contributed to an overall increase in operating margin of 270 basis points in fiscal 2017 when compared to fiscal 2016 .

### All Other Segments

<b>Fiscal Year Ended</b>	<b>Oct 1, 2017 (52 Weeks Ended)</b>	<b>Oct 2, 2016 (53 Weeks Ended)</b>	<b>% Change</b>
Net revenues:			
Company-operated stores	\$ 197.3	\$ 224.3	(12.0)%
Licensed stores	2.6	3.9	(33.3)
CPG, foodservice and other	271.7	296.1	(8.2)
<b>Total net revenues</b>	<b>471.6</b>	<b>524.3</b>	<b>(10.1)</b>
Cost of sales including occupancy costs	308.0	316.5	(2.7)
Store operating expenses	113.5	115.0	(1.3)
Other operating expenses	68.2	91.4	(25.4)
Depreciation and amortization expenses	10.1	13.3	(24.1)
General and administrative expenses	14.6	26.5	(44.9)
Restructuring and impairments	131.5	—	nm
Total operating expenses	645.9	562.7	14.8
<b>Operating loss</b>	<b>\$ (174.3)</b>	<b>\$ (38.4)</b>	<b>353.9 %</b>

All Other Segments primarily includes Teavana-branded stores, Seattle's Best Coffee, as well as certain developing businesses such as Siren Retail. The increase in the operating loss in the fourth quarter of fiscal 2017 compared to the fourth quarter of fiscal 2016 was primarily due to restructuring and impairment charges related to our strategy to close Teavana™ retail stores and focus on Teavana™ tea within Starbucks® stores. We recorded \$69 million for the partial impairment of goodwill and \$60 million in restructuring-related costs, including asset impairments, costs associated with the early closure of stores and their related obligations, and severance.

### RESULTS OF OPERATIONS — FISCAL 2016 COMPARED TO FISCAL 2015

#### Consolidated results of operations (in millions) :

##### Revenues

<b>Fiscal Year Ended</b>	<b>Oct 2, 2016 (53 Weeks Ended)</b>	<b>Sep 27, 2015 (52 Weeks Ended)</b>	<b>% Change</b>
Net revenues:			
Company-operated stores	\$ 16,844.1	\$ 15,197.3	10.8%
Licensed stores	2,154.2	1,861.9	15.7
CPG, foodservice and other	2,317.6	2,103.5	10.2
<b>Total net revenues</b>	<b>\$ 21,315.9</b>	<b>\$ 19,162.7</b>	<b>11.2%</b>

Total net revenues increased \$2.2 billion, or 11%, over fiscal 2015, primarily due to increased revenues from company-operated stores (contributing \$1.6 billion). The growth in company-operated store revenues was primarily driven by 5% growth in comparable store sales (\$793 million), incremental revenues from 693 net new Starbucks® company-operated store openings over the past 12 months (\$724 million), the impact of the extra week in fiscal 2016 (\$324 million) and incremental revenues from the impact of our ownership change in Starbucks Japan (\$105 million). Partially offsetting these increases was the absence of revenue from the conversion of certain company-operated stores to licensed stores (\$151 million) and the impact of unfavorable foreign currency translation (\$99 million).

Licensed store revenue growth contributed \$292 million to the increase in total net revenues, primarily resulting from higher product sales to and royalty revenues from our licensees (\$285 million), largely due to the opening of 1,372 net new Starbucks® licensed stores, the transfer of 200 company-operated stores to licensed stores over the past 12 months and improved comparable store sales, as well as the impact of the extra week in fiscal 2016 (\$41 million). Partially offsetting these

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increases was the impact of unfavorable foreign currency translation (\$33 million) and a decrease in licensed store revenues resulting from the impact of our ownership change in Starbucks Japan (\$6 million).

CPG, foodservice and other revenues increased \$214 million, primarily due to higher sales of premium single-serve products (\$106 million), the impact of the extra week in fiscal 2016 (\$47 million), and increased foodservice sales (\$34 million) and U.S. packaged coffee (\$32 million).

Operating Expenses

<u>Fiscal Year Ended</u>	Oct 2, 2016	Sep 27, 2015	Oct 2, 2016	Sep 27, 2015
	(53 Weeks Ended)	(52 Weeks Ended)	As a % of Total Net Revenues	
Cost of sales including occupancy costs	\$ 8,511.1	\$ 7,787.5	39.9%	40.6%
Store operating expenses	6,064.3	5,411.1	28.4	28.2
Other operating expenses	545.4	522.4	2.6	2.7
Depreciation and amortization expenses	980.8	893.9	4.6	4.7
General and administrative expenses	1,360.6	1,196.7	6.4	6.2
Total operating expenses	17,462.2	15,811.6	81.9	82.5
Income from equity investees	318.2	249.9	1.5	1.3
<b>Operating income</b>	<b>\$ 4,171.9</b>	<b>\$ 3,601.0</b>	<b>19.6%</b>	<b>18.8%</b>
Store operating expenses as a % of related revenues			36.0%	35.6%
Other operating expenses as a % of non-company-operated store revenues			12.2%	13.2%

Cost of sales including occupancy costs as a percentage of total net revenues decreased 70 basis points, primarily driven by leverage on cost of sales and occupancy costs (approximately 70 basis points) and lower commodity costs (approximately 50 basis points).

Store operating expenses as a percentage of total net revenues increased 20 basis points. Store operating expenses as a percentage of company-operated store revenues increased 40 basis points, primarily driven by increased investments in partners (employees) and digital platforms (approximately 80 basis points), partially offset by sales leverage (approximately 30 basis points).

Other operating expenses as a percentage of total net revenues decreased 10 basis points. Excluding the impact of company-operated store revenues, other operating expenses decreased 100 basis points, primarily due to a settlement in the fourth quarter of fiscal 2016 related to the closure of Target Canada stores in the prior year (approximately 50 basis points), the lapping of impairment of certain assets in the Americas segment in the prior year (approximately 20 basis points) and improved collection results (approximately 20 basis points).

General and administrative expenses as a percentage of total net revenues increased 20 basis points, primarily driven by higher salaries and benefits (approximately 30 basis points).

Income from equity investees as a percentage of total net revenues increased 20 basis points due to higher income from our joint venture operations, primarily from our North American Coffee Partnership and our joint ventures in China and South Korea.

The combination of these changes resulted in an overall increase in operating margin of 80 basis points over fiscal 2015.

Other Income and Expenses

<u>Fiscal Year Ended</u>	Oct 2, 2016	Sep 27, 2015	Oct 2, 2016	Sep 27, 2015
	(53 Weeks Ended)	(52 Weeks Ended)	As a % of Total Net Revenues	
Operating income	\$ 4,171.9	\$ 3,601.0	19.6 %	18.8 %
Gain resulting from acquisition of joint venture	—	390.6	—	2.0
Loss on extinguishment of debt	—	(61.1)	—	(0.3)
Interest income and other, net	108.0	43.0	0.5	0.2
Interest expense	(81.3)	(70.5)	(0.4)	(0.4)
Earnings before income taxes	4,198.6	3,903.0	19.7	20.4
Income tax expense	1,379.7	1,143.7	6.5	6.0
Net earnings including noncontrolling interests	2,818.9	2,759.3	13.2	14.4
Net earnings attributable to noncontrolling interests	1.2	1.9	—	—
<b>Net earnings attributable to Starbucks</b>	<b>\$ 2,817.7</b>	<b>\$ 2,757.4</b>	<b>13.2 %</b>	<b>14.4 %</b>
Effective tax rate including noncontrolling interests			32.9 %	29.3 %

During the first quarter of fiscal 2015, we recorded a gain of \$391 million as a result of remeasuring our preexisting 39.5% ownership interest in Starbucks Japan to fair value upon acquisition.

During the fourth quarter of fiscal 2015, we recorded a loss of \$61 million related to the redemption of our \$550 million of 6.250% Senior Notes (the “2017 notes”), which were originally scheduled to mature in August 2017. The loss primarily relates to the optional redemption premium outlined in the 2017 notes indenture, as well as the derecognition of the capitalized issuance costs and unamortized discount.

Interest income and other, net increased \$65 million, primarily due to higher income recognized on unredeemed stored value card balances (\$21 million), net favorable foreign exchange fluctuations (\$11 million) and gains on our trading securities portfolio (\$8 million).

Interest expense increased \$11 million primarily due to interest on the long-term debt we issued in February and May 2016.

Our tax rate is affected by recurring items, such as tax rates in foreign jurisdictions and the relative amounts of income we earn in those jurisdictions, as well as discrete items that may occur in any given year, but are not consistent from year to year. The effective tax rate for fiscal 2016 was 32.9% compared to 29.3% for fiscal 2015. The increase in the rate for fiscal 2016 was primarily due to the 3.7% impact of the gain in the prior year associated with the remeasurement of our preexisting 39.5% ownership interest in Starbucks Japan upon acquisition, which was almost entirely non-taxable.

## Segment Information

Results of operations by segment (*in millions*) :

### Americas

Fiscal Year Ended	Oct 2, 2016	Sep 27, 2015	Oct 2, 2016	Sep 27, 2015
	(53 Weeks Ended)	(52 Weeks Ended)	As a % of Americas Total Net Revenues	
Net revenues:				
Company-operated stores	\$ 13,247.4	\$ 11,925.6	89.5%	89.7%
Licensed stores	1,518.5	1,334.4	10.3	10.0
Foodservice and other	29.5	33.4	0.2	0.3
<b>Total net revenues</b>	<b>14,795.4</b>	<b>13,293.4</b>	<b>100.0</b>	<b>100.0</b>
Cost of sales including occupancy costs	5,271.9	4,845.0	35.6	36.4
Store operating expenses	4,909.3	4,387.9	33.2	33.0
Other operating expenses	96.0	122.8	0.6	0.9
Depreciation and amortization expenses	590.1	522.3	4.0	3.9
General and administrative expenses	186.1	192.1	1.3	1.4
Total operating expenses	11,053.4	10,070.1	74.7	75.8
<b>Operating income</b>	<b>\$ 3,742.0</b>	<b>\$ 3,223.3</b>	<b>25.3%</b>	<b>24.2%</b>
Store operating expenses as a % of related revenues			37.1%	36.8%
Other operating expenses as a % of non-company-operated store revenues			6.2%	9.0%

### Revenues

Americas total net revenues for fiscal 2016 increased \$1.5 billion, or 11%, primarily due to increased revenues from company-operated stores (contributing \$1.3 billion) and licensed stores (contributing \$184 million).

The increase in company-operated store revenues was driven by a 6% increase in comparable store sales (\$730 million), incremental revenues from 348 net new Starbucks® company-operated store openings over the past 12 months (\$481 million) and the impact of the extra week in fiscal 2016 (\$258 million). Partially offsetting these increases was unfavorable foreign currency translation (\$91 million), primarily driven by the strengthening of the U.S. dollar against the Canadian dollar.

The increase in licensed store revenues was primarily due to higher product sales to and royalty revenues from our licensees (\$150 million), resulting from the opening of 456 net new licensed stores over the past 12 months and improved comparable store sales, as well as the impact of the extra week in fiscal 2016 (\$31 million).

### Operating Expenses

Cost of sales including occupancy costs as a percentage of total net revenues decreased 80 basis points, primarily driven by leverage on cost of sales and occupancy costs (approximately 50 basis points) and lower commodity costs (approximately 40 basis points).

Store operating expenses as a percentage of total net revenues increased 20 basis points. As a percentage of company-operated store revenues, store operating expenses increased 30 basis points, primarily driven by increased investments in store partners and digital platforms (approximately 100 basis points), partially offset by sales leverage on salaries and benefits (approximately 80 basis points).

Other operating expenses as a percentage of total net revenues decreased 30 basis points. Excluding the impact of company-operated store revenues, other operating expenses decreased 280 basis points, primarily due to a settlement in the fourth quarter of fiscal 2016 related to the closure of Target Canada stores in the prior year (approximately 140 basis points), the lapping of impairment of certain assets in the region (approximately 60 basis points) and improved collection results (approximately 40 basis points).

The combination of these changes resulted in an overall increase in operating margin of 110 basis points over fiscal 2015.

**China/Asia Pacific**

<b>Fiscal Year Ended</b>	<b>Oct 2, 2016</b>	<b>Sep 27, 2015</b>	<b>Oct 2, 2016</b>	<b>Sep 27, 2015</b>
	<b>(53 Weeks Ended)</b>	<b>(52 Weeks Ended)</b>	<b>As a % of China/Asia Pacific Total Net Revenues</b>	
<b>Net revenues:</b>				
Company-operated stores	\$ 2,640.4	\$ 2,127.3	89.8%	88.8%
Licensed stores	292.3	264.4	9.9	11.0
Foodservice and other	6.1	4.2	0.2	0.2
<b>Total net revenues</b>	<b>2,938.8</b>	<b>2,395.9</b>	<b>100.0</b>	<b>100.0</b>
Cost of sales including occupancy costs	1,296.7	1,071.5	44.1	44.7
Store operating expenses	779.4	609.8	26.5	25.5
Other operating expenses	70.3	62.2	2.4	2.6
Depreciation and amortization expenses	180.6	150.7	6.1	6.3
General and administrative expenses	130.3	120.8	4.4	5.0
Total operating expenses	2,457.3	2,015.0	83.6	84.1
Income from equity investees	150.1	119.6	5.1	5.0
<b>Operating income</b>	<b>\$ 631.6</b>	<b>\$ 500.5</b>	<b>21.5%</b>	<b>20.9%</b>
Store operating expenses as a % of related revenues			29.5%	28.7%
Other operating expenses as a % of non-company-operated store revenues			23.6%	23.2%

**Revenues**

China/Asia Pacific total net revenues for fiscal 2016 increased \$543 million, or 23%, largely due to increased revenues from company-operated stores (contributing \$513 million). The increase in company-operated store revenues was primarily due to the opening of 359 net new company-operated stores over the past 12 months (\$246 million) and incremental revenues from the impact of our ownership in Starbucks Japan (\$105 million). Also contributing was a 3% increase in comparable store sales (\$61 million), the impact of the extra week in fiscal 2016 (\$52 million) and favorable foreign currency translation (\$49 million).

Licensed store revenues increased \$28 million, primarily due to increased product sales to and royalty revenues from licensees (\$47 million), resulting from the opening of 622 net new licensed store openings over the past 12 months, partially offset by unfavorable foreign currency translation (\$15 million) and a decrease in licensed store revenues resulting from the impact of our ownership change in Starbucks Japan (\$6 million).

**Operating Expenses**

Cost of sales including occupancy costs as a percentage of total net revenues decreased 60 basis points, primarily due to the impact of our ownership change in Starbucks Japan (approximately 30 basis points) and favorability from changes to certain business tax structures in China (30 basis points).

Store operating expenses as a percentage of total net revenues increased 100 basis points. As a percentage of company-operated store revenues, store operating expenses increased 80 basis points, primarily driven by higher partner and digital investments and payroll-related expenditures (approximately 90 basis points) and the impact of our ownership change in Starbucks Japan (approximately 40 basis points), partially offset by sales leverage on salaries and benefits (approximately 60 basis points).

Other operating expenses as a percentage of total net revenues decreased 20 basis points. Excluding the impact of company-operated store revenues, other operating expenses increased 40 basis points, primarily due to higher payroll-related expenditures (approximately 140 basis points), investments in digital platforms (approximately 80 basis points) and the impact of our ownership change in Starbucks Japan (approximately 60 basis points), partially offset by sales leverage (approximately 220 basis points).

General and administrative expenses as a percentage of total revenues decreased 60 basis points, primarily due to sales leverage on salaries and benefits (approximately 40 basis points).

Income from equity investees as a percentage of total net revenues increased 10 basis points, primarily due to higher income from our joint venture operations, primarily in China and South Korea (approximately 70 basis points and 60 basis points,

respectively), partially offset by the shift in composition of our store portfolio to more company-operated stores (approximately 50 basis points) and the impact of our ownership change in Starbucks Japan (approximately 50 basis points).

The combination of these changes resulted in an overall increase in operating margin of 60 basis points over fiscal 2015.

## EMEA

Fiscal Year Ended	Oct 2, 2016	Sep 27, 2015	Oct 2, 2016	Sep 27, 2015
	(53 Weeks Ended)	(52 Weeks Ended)	As a % of EMEA Total Net Revenues	
Net revenues:				
Company-operated stores	\$ 732.0	\$ 911.2	65.1%	74.9%
Licensed stores	339.5	257.2	30.2	21.1
Foodservice	53.4	48.3	4.7	4.0
<b>Total net revenues</b>	<b>1,124.9</b>	<b>1,216.7</b>	<b>100.0</b>	<b>100.0</b>
Cost of sales including occupancy costs	565.0	582.5	50.2	47.9
Store operating expenses	260.6	308.7	23.2	25.4
Other operating expenses	57.0	51.8	5.1	4.3
Depreciation and amortization expenses	40.8	52.0	3.6	4.3
General and administrative expenses	51.4	56.6	4.6	4.7
Total operating expenses	974.8	1,051.6	86.7	86.4
Income from equity investees	1.5	3.1	0.1	0.3
<b>Operating income</b>	<b>\$ 151.6</b>	<b>\$ 168.2</b>	<b>13.5%</b>	<b>13.8%</b>
Store operating expenses as a % of related revenues			35.6%	33.9%
Other operating expenses as a % of non-company-operated store revenues			14.5%	17.0%

## Revenues

EMEA total net revenues for fiscal 2016 decreased \$92 million, or 8%. The decrease was primarily due to a decline in company-operated store revenues (\$179 million), which was largely due to the shift to more licensed stores in the region (\$132 million) and includes the absence of revenues related to the sale of our Germany retail operations, and unfavorable foreign currency translation (\$69 million). These decreases were partially offset by the impact of the extra week in fiscal 2016 (\$18 million).

Licensed store revenues increased \$82 million, or 32%, primarily due to higher product sales to and royalty revenues from our licensees (\$89 million), resulting from the opening of 294 net new licensed stores and the transfer of 200 company-operated stores to licensed stores over the past 12 months. Also contributing was the impact of the extra week in fiscal 2016 (\$6 million). These increases were partially offset by unfavorable foreign currency translation (\$12 million).

## Operating Expenses

Cost of sales including occupancy costs as a percentage of total net revenues increased 230 basis points, primarily due to the shift in composition of our store portfolio in the region to more licensed stores (approximately 140 basis points), sales deleverage at certain company-owned stores (approximately 80 basis points) and foreign currency transactions (approximately 50 basis points).

Store operating expenses as a percentage of total net revenues decreased 220 basis points. As a percentage of company-operated store revenues, store operating expenses increased 170 basis points, primarily due to costs associated with the sale of our Germany retail operations and a decrease in company-operated store sales as a result of the shift to more licensed stores in the region (approximately 70 basis points). Sales deleverage at certain company-owned stores, largely related to salaries and benefits, also contributed unfavorably (approximately 70 basis points).

Other operating expenses as a percentage of total net revenues increased 80 basis points. Excluding the impact of company-operated store revenues, other operating expenses decreased 250 basis points, primarily due to sales leverage driven by the shift to more licensed stores in the region (approximately 250 basis points).

Depreciation and amortization expenses as a percentage of total net revenues decreased 70 basis points, primarily due to the shift in the composition of our store portfolio in the region to more licensed stores (approximately 40 basis points).

Income from equity investees as a percentage of total net revenues decreased 20 basis points as a result of the sale of our ownership interest in our Spanish joint venture, Starbucks Coffee España, S.L., in the first quarter of fiscal 2016 (approximately 20 basis points).

The combination of these changes resulted in an overall decrease in operating margin of 30 basis points over fiscal 2015.

**Channel Development**

<u>Fiscal Year Ended</u>	Oct 2, 2016	Sep 27, 2015	Oct 2, 2016	Sep 27, 2015
	(53 Weeks Ended)	(52 Weeks Ended)	As a % of Channel Development Total Net Revenues	
Net revenues:				
CPG	\$ 1,488.2	\$ 1,329.0	77.0%	76.8%
Foodservice	444.3	401.9	23.0	23.2
<b>Total net revenues</b>	<b>1,932.5</b>	<b>1,730.9</b>	<b>100.0</b>	<b>100.0</b>
Cost of sales	1,042.6	974.8	54.0	56.3
Other operating expenses	228.5	210.5	11.8	12.2
Depreciation and amortization expenses	2.8	2.7	0.1	0.2
General and administrative expenses	17.9	16.2	0.9	0.9
Total operating expenses	1,291.8	1,204.2	66.8	69.6
Income from equity investees	166.6	127.2	8.6	7.3
<b>Operating income</b>	<b>\$ 807.3</b>	<b>\$ 653.9</b>	<b>41.8%</b>	<b>37.8%</b>

Revenues

Channel Development total net revenues for fiscal 2016 increased \$202 million, or 12%, over the prior year, primarily driven by higher sales of premium single-serve products (\$101 million). The impact of the extra week in fiscal 2016 (\$40 million), increased foodservice sales (\$33 million) and U.S. packaged coffee sales (\$28 million) also contributed.

Operating Expenses

Cost of sales as a percentage of total net revenues decreased 230 basis points, primarily due to lower coffee costs (approximately 140 basis points) and leverage on cost of sales (approximately 100 basis points).

Other operating expenses as a percentage of total net revenues decreased 40 basis points, primarily driven by sales leverage on marketing expenses and salaries and benefits (approximately 30 basis points).

Income from equity investees as a percentage of total revenues increased 130 basis points, driven by higher income from our North American Coffee Partnership joint venture, primarily due to increased sales volume of Starbucks Doubleshot<sup>®</sup> and bottled Frappuccino<sup>®</sup> beverages and new product launches, partially offset by increased marketing costs (approximately 150 basis points).

The combination of these changes contributed to an overall increase in operating margin of 400 basis points over fiscal 2015.



### All Other Segments

Fiscal Year Ended	Oct 2, 2016 (53 Weeks Ended)	Sep 27, 2015 (52 Weeks Ended)	% Change
Net revenues:			
Company-operated stores	\$ 224.3	\$ 233.2	(3.8)%
Licensed stores	3.9	5.9	(33.9)%
CPG, foodservice and other	296.1	286.7	3.3
<b>Total net revenues</b>	<b>524.3</b>	<b>525.8</b>	<b>(0.3)</b>
Cost of sales including occupancy costs	316.5	316.5	—
Store operating expenses	115.0	104.7	9.8
Other operating expenses	91.4	76.5	19.5
Depreciation and amortization expenses	13.3	16.3	(18.4)
General and administrative expenses	26.5	36.6	(27.6)
Total operating expenses	562.7	550.6	2.2
<b>Operating loss</b>	<b>\$ (38.4)</b>	<b>\$ (24.8)</b>	<b>54.8 %</b>

All Other Segments primarily includes Teavana, Seattle's Best Coffee, Evolution Fresh, as well as certain developing businesses such as Siren Retail.

### FINANCIAL CONDITION, LIQUIDITY AND CAPITAL RESOURCES

#### Cash and Investment Overview

Our cash and investments were \$3.2 billion and \$3.4 billion as of October 1, 2017 and October 2, 2016, respectively. We actively manage our cash and investments in order to internally fund operating needs, make scheduled interest and principal payments on our borrowings, make acquisitions, and return cash to shareholders through common stock cash dividend payments and share repurchases. Our investment portfolio primarily includes highly liquid available-for-sale securities, including corporate debt securities, government treasury securities (domestic and foreign), mortgage and asset-backed securities, agency obligations, and state and local government obligations. As of October 1, 2017, approximately \$2.1 billion of cash and investments were held in foreign subsidiaries.

#### Borrowing capacity

During the first quarter of fiscal 2018, we replaced our \$1.5 billion 2016 credit facility with a new \$2.0 billion unsecured 5-year revolving credit facility (the "2018 credit facility") and a \$1.0 billion unsecured 364-Day credit facility (the "364-day credit facility"), which are available for working capital, capital expenditures and other corporate purposes, including acquisitions and share repurchases.

The 2018 credit facility, of which \$150 million may be used for issuances of letters of credit, is currently set to mature on October 25, 2022. We have the option, subject to negotiation and agreement with the related banks, to increase the maximum commitment amount by an additional \$500 million. Borrowings under the credit facility will bear interest at a variable rate based on LIBOR, and, for U.S. dollar-denominated loans under certain circumstances, a Base Rate (as defined in the credit facility), in each case plus an applicable margin. The applicable margin is based on the better of (i) the Company's long-term credit ratings assigned by Moody's and Standard & Poor's rating agencies and (ii) the Company's fixed charge coverage ratio, pursuant to a pricing grid set forth in the five-year credit agreement. The current applicable margin is 0.565% for Eurocurrency Rate Loans and 0.00% (nil) for Base Rate Loans.

The 364-day credit facility, of which no amount may be used for issuances of letters of credit, is currently set to mature on October 24, 2018. We have the option, subject to negotiation and agreement with the related banks, to increase the maximum commitment amount by an additional \$500 million. Borrowings under the credit facility will bear interest at a variable rate based on LIBOR, and, for U.S. dollar-denominated loans under certain circumstances, a Base Rate (as defined in the credit facility), in each case plus an applicable margin. The applicable margin is 0.585% for Eurocurrency Rate Loans and 0.00% (nil) for Base Rate Loans.

Both credit facilities contain provisions requiring us to maintain compliance with certain covenants, including a minimum fixed charge coverage ratio, which measures our ability to cover financing expenses. As of October 1, 2017, we were in compliance

with all applicable 2016 credit facility covenants. No amounts were outstanding under our 2016 credit facility as of October 1, 2017 .

During the first quarter of fiscal 2018, we increased our commercial paper program from \$1 billion to \$3 billion , allowing us to issue unsecured commercial paper notes up to this maximum aggregate amount outstanding at any time. Individual maturities may vary but cannot exceed 397 days from the date of issue. Amounts outstanding under the commercial paper program are required to be backstopped by available commitments under our credit facilities discussed above. The proceeds from borrowings under our commercial paper program may be used for working capital needs, capital expenditures and other corporate purposes, including, but not limited to, business expansion, payment of cash dividends on our common stock and share repurchases. As of October 1, 2017 , we had no borrowings under our former commercial paper program.

In March 2017, we issued Japanese yen-denominated long-term debt in an underwritten registered public offering. The 7-year 0.372% Senior Notes (the “2024 notes”) due March 2024 were issued with a face value of ¥85 billion, or \$758.3 million, as of July 2, 2017 . We will use the net proceeds from the offering to enhance our sustainability programs around coffee supply chain management through eligible sustainability projects. Interest on the 2024 notes is payable semi-annually on March 15 and September 15 of each year, commencing on September 15, 2017. Additionally, in the first quarter of fiscal 2017, our \$400 million of 0.875% Senior Notes (the “2016 notes”) were repaid.

See [Note 9](#), Debt, to the consolidated financial statements included in Item 8 of Part II of this 10-K for details of the components of our long-term debt.

The indentures under which all of our Senior Notes were issued require us to maintain compliance with certain covenants, including limits on future liens and sale and leaseback transactions on certain material properties. As of October 1, 2017 , we were in compliance with all applicable covenants.

### Use of Cash

We expect to use our available cash and investments, including, but not limited to, additional potential future borrowings under the credit facilities, commercial paper program and the issuance of debt, to invest in our core businesses, including capital expenditures, new product innovations, related marketing support and partner and digital investments, return cash to shareholders through common stock cash dividend payments and share repurchases, as well as other new business opportunities related to our core and developing businesses such as Siren Retail. Further, we may use our available cash resources to make proportionate capital contributions to our investees. We may also seek strategic acquisitions to leverage existing capabilities and further build our business in support of our growth agenda. Acquisitions may include increasing our ownership interests in our investees. Any decisions to increase such ownership interests will be driven by valuation and fit with our ownership strategy. As discussed in [Note 15](#), Commitments and Contingencies, to the consolidated financial statements included in Item 8 of Part II of this 10-K, we committed to purchase the remaining 50% ownership interest in our East China joint venture for approximately \$1.3 billion . This transaction is expected to close by early calendar year 2018, primarily through the use of cash and investments held in foreign subsidiaries.

We believe that future cash flows generated from operations, existing cash and investments both domestically and internationally combined with our ability to leverage our balance sheet through the issuance of debt will be sufficient to finance capital requirements for our core businesses as well as shareholder distributions for the foreseeable future. Significant new joint ventures, acquisitions and/or other new business opportunities may require additional outside funding. We have borrowed funds and continue to believe we have the ability to do so at reasonable interest rates; however, additional borrowings would result in increased interest expense in the future.

We consider the majority of undistributed earnings of our foreign subsidiaries and equity investees as of October 1, 2017 to be indefinitely reinvested, and, accordingly, no U.S. income and foreign withholding taxes have been provided on such earnings. We have not, nor do we anticipate the need to, repatriate funds to the U.S. to satisfy domestic liquidity needs; however, in the event that we need to repatriate all or a portion of our foreign cash to the U.S., we would be subject to additional U.S. income taxes, which could be material. We do not believe it is practicable to calculate the potential tax impact of repatriation, as there is a significant amount of uncertainty around the calculation, including the availability and amount of foreign tax credits at the time of repatriation, tax rates in effect and other indirect tax consequences associated with repatriation.

During each of the first three quarters of fiscal 2016 , we declared and paid a cash dividend to shareholders of \$0.20 per share. In the fourth quarter of fiscal 2016 and each of the first three quarters of fiscal 2017 we declared and paid a cash dividend of \$0.25 per share. Cash returned to shareholders through dividends in fiscal 2017 and 2016 totaled \$1,450.4 million and \$1,178.0 million , respectively. In the fourth quarter of fiscal 2017 , we declared a cash dividend of \$0.30 per share to be paid on December 1, 2017 with an expected payout of approximately \$ 429.5 million.

During fiscal years 2017 and 2016 , we repurchased 37.5 million and 34.9 million shares of common stock, respectively, or \$2.1 billion and \$2.0 billion , respectively, under our ongoing share repurchase program. At October 1, 2017 , the number of remaining shares authorized for repurchase under our ongoing share repurchase program totaled 80.3 million .

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Other than normal operating expenses, cash requirements for fiscal 2018 are expected to consist primarily of capital expenditures for investments in our new and existing stores, our developing Siren Retail business and our supply chain and corporate facilities. Total capital expenditures for fiscal 2018 are expected to be approximately \$2 billion .

**Cash Flows**

Cash provided by operating activities was \$4.2 billion for fiscal 2017 , compared to \$4.6 billion for fiscal 2016 . The change was primarily due to the timing of our cash payments for income taxes.

Cash used by investing activities totaled \$0.9 billion for fiscal 2017 , compared to \$2.2 billion for fiscal 2016 . The change was primarily due to the liquidation of a significant portion of our offshore investment portfolio in anticipation of the acquisition of the remaining 50% ownership share of our East China joint venture.

Cash used by financing activities for fiscal 2017 totaled \$3.0 billion , compared to \$1.8 billion for fiscal 2016 . The change was primarily due to lower proceeds from the issuance of long-term debt, the repayment of the 2016 notes and an increase in cash returned to shareholders through dividend payments and share repurchases.

**Contractual Obligations**

The following table summarizes our contractual obligations and borrowings as of October 1, 2017 , and the timing and effect that such commitments are expected to have on our liquidity and capital requirements in future periods ( *in millions* ):

<b>Contractual Obligations</b> <sup>(1)</sup>	<b>Payments Due by Period</b>				
	<b>Total</b>	<b>Less than 1 Year</b>	<b>1 - 3 Years</b>	<b>3 - 5 Years</b>	<b>More than 5 Years</b>
Operating lease obligations <sup>(2)</sup>	\$ 8,613.5	\$ 1,213.1	\$ 2,210.2	\$ 1,875.0	\$ 3,315.2
Financing lease obligations	59.1	4.1	8.2	7.9	38.9
<b>Debt obligations</b>					
Principal payments	3,955.3	—	350.0	1,250.0	2,355.3
Interest payments	868.9	83.6	185.6	172.9	426.8
Purchase obligations <sup>(3)</sup>	1,310.1	848.1	380.1	73.6	8.3
Other obligations <sup>(4)</sup>	134.7	20.3	28.1	18.8	67.5
<b>Total</b>	<b>\$ 14,941.6</b>	<b>\$ 2,169.2</b>	<b>\$ 3,162.2</b>	<b>\$ 3,398.2</b>	<b>\$ 6,212.0</b>

(1) Income tax liabilities for uncertain tax positions for which we are not able to make a reasonably reliable estimate of the amount and period of related future payments were excluded. As of October 1, 2017 , we excluded \$207.3 million of gross unrecognized tax benefits for uncertain tax positions, which includes accrued interest and penalties.

(2) Amounts include direct lease obligations, excluding any taxes, insurance and other related expenses.

(3) Purchase obligations include agreements to purchase goods or services that are enforceable and legally binding on Starbucks and that specify all significant terms. Green coffee purchase commitments comprise 91% of total purchase obligations.

(4) Other obligations include other long-term liabilities primarily consisting of asset retirement obligations and hedging instruments.

Starbucks currently expects to fund these commitments primarily with operating cash flows generated in the normal course of business.

**Off-Balance Sheet Arrangements**

Off-balance sheet arrangements relate to operating lease and purchase commitments detailed in the footnotes to the consolidated financial statements included in [Item 8](#) of Part II of this 10-K.

**COMMODITY PRICES, AVAILABILITY AND GENERAL RISK CONDITIONS**

Commodity price risk represents Starbucks primary market risk, generated by our purchases of green coffee and dairy products, among other items. We purchase, roast and sell high-quality *arabica* coffee and related products and risk arises from the price volatility of green coffee. In addition to coffee, we also purchase significant amounts of dairy products to support the needs of our company-operated stores. The price and availability of these commodities directly impacts our results of operations, and we expect commodity prices, particularly coffee, to impact future results of operations. For additional details see Product Supply in [Item 1](#), as well as Risk Factors in [Item 1A](#) of this 10-K.

## FINANCIAL RISK MANAGEMENT

Market risk is defined as the risk of losses due to changes in commodity prices, foreign currency exchange rates, equity security prices and interest rates. We manage our exposure to various market-based risks according to a market price risk management policy. Under this policy, market-based risks are quantified and evaluated for potential mitigation strategies, such as entering into hedging transactions. The market price risk management policy governs how hedging instruments may be used to mitigate risk. Risk limits are set annually and prohibit speculative trading activity. We also monitor and limit the amount of associated counterparty credit risk, which we consider to be low. Excluding interest rate swaps, hedging instruments generally do not have maturities in excess of three years. Refer to [Note 1](#), Summary of Significant Accounting Policies, and [Note 3](#), Derivative Financial Instruments, to the consolidated financial statements included in Item 8 of Part II of this 10-K for further discussion of our hedging instruments.

The sensitivity analyses disclosed below provide only a limited, point-in-time view of the market risk of the financial instruments discussed. The actual impact of the respective underlying rates and price changes on the financial instruments may differ significantly from those shown in the sensitivity analyses.

### Commodity Price Risk

We purchase commodity inputs, primarily coffee, dairy products, diesel, cocoa, sugar and other commodities, that are used in our operations and are subject to price fluctuations that impact our financial results. We use a combination of pricing features embedded within supply contracts, such as fixed-price and price-to-be-fixed contracts for coffee purchases, and financial derivatives to manage our commodity price risk exposure.

The following table summarizes the potential impact as of October 1, 2017 to Starbucks future net earnings and other comprehensive income (“OCI”) from changes in commodity prices. The information provided below relates only to the hedging instruments and does not represent the corresponding changes in the underlying hedged items (*in millions*):

	Increase/(Decrease) to Net Earnings		Increase/(Decrease) to OCI	
	10% Increase in Underlying Rate	10% Decrease in Underlying Rate	10% Increase in Underlying Rate	10% Decrease in Underlying Rate
Commodity hedges	\$ 6	\$ (6)	\$ —	\$ —

### Foreign Currency Exchange Risk

The majority of our revenue, expense and capital purchasing activities are transacted in U.S. dollars. However, because a portion of our operations consists of activities outside of the U.S., we have transactions in other currencies, primarily the Japanese yen, Canadian dollar, Chinese renminbi, British pound, South Korean won and euro. To reduce cash flow volatility from foreign currency fluctuations, we enter into derivative instruments to hedge portions of cash flows of anticipated intercompany royalty payments, inventory purchases, intercompany borrowing and lending activities and certain other transactions in currencies other than the functional currency of the entity that enters into the arrangements, as well as the translation risk of certain balance sheet items. See [Note 3](#), Derivative Financial Instruments, to the consolidated financial statements included in Item 8 of Part II of this 10-K for further discussion.

The following table summarizes the potential impact as of October 1, 2017 to Starbucks future net earnings and other comprehensive income from changes in the fair value of these derivative financial instruments due to a change in the value of the U.S. dollar as compared to foreign exchange rates. The information provided below relates only to the hedging instruments and does not represent the corresponding changes in the underlying hedged items (*in millions*):

	Increase/(Decrease) to Net Earnings		Increase/(Decrease) to OCI	
	10% Increase in Underlying Rate	10% Decrease in Underlying Rate	10% Increase in Underlying Rate	10% Decrease in Underlying Rate
Foreign currency hedges	\$ 23	\$ (23)	\$ 119	\$ (119)

### Equity Security Price Risk

We have minimal exposure to price fluctuations on equity mutual funds and equity exchange-traded funds within our trading securities portfolio. Trading securities are recorded at fair value and approximates a portion of our liability under our Management Deferred Compensation Plan (“MDCP”). Gains and losses from the portfolio and the change in our MDCP liability are recorded in our consolidated statements of earnings.

We performed a sensitivity analysis based on a 10% change in the underlying equity prices of our investments as of October 1, 2017 and determined that such a change would not have a significant impact on the fair value of these instruments.

## Interest Rate Risk

### Long-term Debt

We utilize short-term and long-term financing and may use interest rate hedges to manage our overall interest expense related to our existing fixed-rate debt, as well as to hedge the variability in cash flows due to changes in benchmark interest rates related to anticipated debt issuances. See [Note 3](#), Derivative Financial Instruments and [Note 9](#), Debt, to the consolidated financial statements included in Item 8 of Part II of this 10-K for further discussion of our interest rate hedge agreements and details of the components of our long-term debt, respectively, as of October 1, 2017.

The following table summarizes the impact of a change in interest rates as of October 1, 2017 on the fair value of Starbucks debt (*in millions*):

	Stated Interest Rate	Fair Value	Change in Fair Value	
			100 Basis Point Increase in Underlying Rate	100 Basis Point Decrease in Underlying Rate
2018 notes	2.000%	\$ 352	\$ (4)	\$ 4
2021 notes	2.100%	\$ 751	\$ (24)	\$ 24
2022 notes	2.700%	\$ 508	\$ (22)	\$ 22
2023 notes <sup>(1)</sup>	3.850%	\$ 806	\$ —	\$ —
2024 notes	0.372%	\$ 760	\$ (47)	\$ 47
2026 notes	2.450%	\$ 481	\$ (37)	\$ 37
2045 notes	4.300%	\$ 381	\$ (63)	\$ 63

<sup>(1)</sup> Amount disclosed is net of (\$42 million) change in the fair value of our designated interest rate swap. Refer to [Note 3](#), Derivative Financial Instruments, for additional information on our interest rate swap designated as a fair value hedge.

### Available-for-Sale Securities

Our available-for-sale securities comprise a diversified portfolio consisting mainly of investment-grade debt securities. The primary objective of these investments is to preserve capital and liquidity. Available-for-sale securities are recorded on the consolidated balance sheets at fair value with unrealized gains and losses reported as a component of accumulated other comprehensive income. We do not hedge the interest rate exposure on our available-for-sale securities. We performed a sensitivity analysis based on a 100 basis point change in the underlying interest rate of our available-for-sale securities as of October 1, 2017 and determined that such a change would not have a significant impact on the fair value of these instruments.

## APPLICATION OF CRITICAL ACCOUNTING POLICIES

Critical accounting policies are those that management believes are both most important to the portrayal of our financial condition and results and require the most difficult, subjective or complex judgments, often as a result of the need to make estimates about the effect of matters that are inherently uncertain. Judgments and uncertainties affecting the application of those policies may result in materially different amounts being reported under different conditions or using different assumptions.

Our significant accounting policies are discussed in [Note 1](#), Summary of Significant Accounting Policies, to the consolidated financial statements included in Item 8 of Part II of this 10-K. We believe that of our significant accounting policies, the following policies involve a higher degree of judgment and/or complexity.

We consider financial reporting and disclosure practices and accounting policies quarterly to ensure that they provide accurate and transparent information relative to the current economic and business environment. During the past four fiscal years, we have not made any material changes to the accounting methodologies used to assess the areas discussed below, unless noted otherwise.

### **Property, Plant and Equipment and Other Finite-Lived Assets**

We evaluate property, plant and equipment and other finite-lived assets for impairment when facts and circumstances indicate that the carrying values of such assets may not be recoverable. When evaluating for impairment, we first compare the carrying value of the asset to the asset's estimated future undiscounted cash flows. If the estimated undiscounted future cash flows are less than the carrying value of the asset, we determine if we have an impairment loss by comparing the carrying value of the asset to the asset's estimated fair value and recognize an impairment charge when the asset's carrying value exceeds its estimated fair value. The adjusted carrying amount of the asset becomes its new cost basis and is depreciated over the asset's remaining useful life.

Long-lived assets are grouped with other assets and liabilities at the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets and liabilities. For company-operated store assets, the impairment test is performed at the individual store asset group level. The fair value of a store's assets is estimated using a discounted cash flow model. For other long-lived assets, fair value is determined using an approach that is appropriate based on the relevant facts and circumstances, which may include discounted cash flows, comparable transactions, or comparable company analyses.

Our impairment calculations contain uncertainties because they require management to make assumptions and to apply judgment to estimate future cash flows and asset fair values. Key assumptions used in estimating future cash flows and asset fair values include projected revenue growth and operating expenses, as well as forecasting asset useful lives and selecting an appropriate discount rate. For company-operated stores, estimates of revenue growth and operating expenses are based on internal projections and consider the store's historical performance, the local market economics and the business environment impacting the store's performance. The discount rate is selected based on what we believe a buyer would assume when determining a purchase price for the store. These estimates are subjective and our ability to realize future cash flows and asset fair values is affected by factors such as ongoing maintenance and improvement of the assets, changes in economic conditions, and changes in operating performance.

During fiscal 2017, there were no significant changes in any of our estimates or assumptions, aside from those related to the long-term strategy assumptions of our Teavana-branded retail stores, which had a significant impact on the outcome of our impairment calculations. However, as we periodically reassess estimated future cash flows and asset fair values, changes in our estimates and assumptions may cause us to realize material impairment charges in the future.

### **Goodwill and Indefinite-Lived Intangible Assets**

We evaluate goodwill and indefinite-lived intangible assets for impairment annually during our third fiscal quarter, or more frequently if an event occurs or circumstances change that would indicate that impairment may exist. When evaluating these assets for impairment, we may first perform a qualitative assessment to determine whether it is more likely than not that a reporting unit is impaired. If we do not perform a qualitative assessment, or if we determine that it is not more likely than not that the fair value of the reporting unit exceeds its carrying amount, we calculate the estimated fair value of the reporting unit using discounted cash flows or a combination of discounted cash flow and market approaches.

When assessing goodwill for impairment, our decision to perform a qualitative impairment assessment for an individual reporting unit in a given year is influenced by a number of factors, inclusive of the size of the reporting unit's goodwill, the significance of the excess of the reporting unit's estimated fair value over carrying value at the last quantitative assessment date, the amount of time in between quantitative fair value assessments and the date of acquisition. If we perform a quantitative assessment of an individual reporting unit's goodwill, our impairment calculations contain uncertainties because they require management to make assumptions and to apply judgment when estimating future cash flows and asset fair values, including projected revenue growth and operating expenses related to existing businesses, product innovation and new store concepts, as well as utilizing valuation multiples of similar publicly traded companies and selecting an appropriate discount rate. Estimates of revenue growth and operating expenses are based on internal projections considering the reporting unit's past performance and forecasted growth, strategic initiatives, local market economics and the local business environment impacting the reporting unit's performance. The discount rate is selected based on the estimated cost of capital for a market participant to operate the reporting unit in the region. These estimates, as well as the selection of comparable companies and valuation multiples used in the market approaches are highly subjective, and our ability to realize the future cash flows used in our fair value calculations is affected by factors such as the success of strategic initiatives, changes in economic conditions, changes in our operating performance and changes in our business strategies, including retail initiatives and international expansion.

When assessing indefinite-lived intangible assets for impairment, where we perform a qualitative assessment, we evaluate if changes in events or circumstances have occurred that indicate that impairment may exist. If we do not perform a qualitative impairment assessment or if changes in events and circumstances indicate that a quantitative assessment should be performed, management is required to calculate the fair value of the intangible asset group. The fair value calculation includes estimates of revenue growth, which are based on past performance and internal projections for the intangible asset group's forecasted growth, and royalty rates, which are adjusted for our particular facts and circumstances. The discount rate is selected based on the estimated cost of capital that reflects the risk profile of the related business. These estimates are highly subjective, and our

ability to achieve the forecasted cash flows used in our fair value calculations is affected by factors such as the success of strategic initiatives, changes in economic conditions, changes in our operating performance and changes in our business strategies, including retail initiatives and international expansion.

The partial goodwill impairments of the Teavana and Switzerland reporting units are discussed in [Note 8](#), Other Intangible Assets and Goodwill, to the consolidated financial statements included in Item 8 of Part II of this 10-K.

### **Income Taxes**

We recognize deferred tax assets and liabilities based on the differences between the financial statement carrying amounts and the respective tax bases of our assets and liabilities. Deferred tax assets and liabilities are measured using current enacted tax rates expected to apply to taxable income in the years in which we expect the temporary differences to reverse. We routinely evaluate the likelihood of realizing the benefit of our deferred tax assets and may record a valuation allowance if, based on all available evidence, we determine that some portion of the tax benefit will not be realized. Changes in tax laws and rates may affect recorded deferred tax assets and liabilities and our effective tax rate in the future; however, we do not expect changes from recently enacted tax laws to be material to the consolidated financial statements.

In evaluating our ability to recover our deferred tax assets within the jurisdiction from which they arise, we consider all available positive and negative evidence, including scheduled reversals of deferred tax liabilities, projected future taxable income, tax-planning strategies, and results of operations. In projecting future taxable income, we consider historical results and incorporate assumptions about the amount of future state, federal and foreign pretax operating income adjusted for items that do not have tax consequences. Our assumptions regarding future taxable income are consistent with the plans and estimates we use to manage our underlying businesses. In evaluating the objective evidence that historical results provide, we consider three years of cumulative operating income/(loss).

In addition, our income tax returns are periodically audited by domestic and foreign tax authorities. These audits include review of our tax filing positions, including the timing and amount of deductions taken and the allocation of income between tax jurisdictions. We evaluate our exposures associated with our various tax filing positions and recognize a tax benefit only if it is more likely than not that the tax position will be sustained upon examination by the relevant taxing authorities, including resolutions of any related appeals or litigation processes, based on the technical merits of our position. For uncertain tax positions that do not meet this threshold, we record a related liability. We adjust our unrecognized tax benefit liability and income tax expense in the period in which the uncertain tax position is effectively settled, the statute of limitations expires for the relevant taxing authority to examine the tax position or when new information becomes available. As discussed in [Note 13](#), Income Taxes, to the consolidated financial statements included in Item 8 of Part II of this 10-K, there is a reasonable possibility that our unrecognized tax benefit liability will be adjusted within 12 months due to the expiration of a statute of limitations and/or resolution of examinations with taxing authorities.

We have generated income in certain foreign jurisdictions that has not been subject to U.S. income taxes. We intend to reinvest these earnings for the foreseeable future. While we do not expect to repatriate cash to the U.S. to satisfy domestic liquidity needs, if these amounts were distributed to the U.S., in the form of dividends or otherwise, we would be subject to additional U.S. income taxes, which could be material. Determination of the amount of unrecognized deferred income tax liabilities on these earnings is not practicable because such liability, if any, is dependent on circumstances existing if and when remittance occurs.

Our income tax expense, deferred tax assets and liabilities and liabilities for unrecognized tax benefits reflect management's best assessment of estimated current and future taxes to be paid. Deferred tax asset valuation allowances and our liabilities for unrecognized tax benefits require significant management judgment regarding applicable statutes and their related interpretation, the status of various income tax audits and our particular facts and circumstances. Although we believe that the judgments and estimates discussed herein are reasonable, actual results could differ, and we may be exposed to losses or gains that could be material. To the extent we prevail in matters for which a liability has been established or are required to pay amounts in excess of our established liability, our effective income tax rate in a given financial statement period could be materially affected.

### **RECENT ACCOUNTING PRONOUNCEMENTS**

See [Note 1](#), Summary of Significant Accounting Policies, to the consolidated financial statements included in Item 8 of Part II of this 10-K for a detailed description of recent accounting pronouncements.

**Item 7A. *Quantitative and Qualitative Disclosures About Market Risk***

The information required by this item is incorporated by reference to the section entitled “Management’s Discussion and Analysis of Financial Condition and Results of Operations — Commodity Prices, Availability and General Risk Conditions” and “Management’s Discussion and Analysis of Financial Condition and Results of Operations — Financial Risk Management” in Item 7 of this Report.



**Item 8. Financial Statements and Supplementary Data**

**STARBUCKS CORPORATION**  
**CONSOLIDATED STATEMENTS OF EARNINGS**  
*(in millions, except per share data)*

<b>Fiscal Year Ended</b>	<b>Oct 1, 2017</b>	<b>Oct 2, 2016</b>	<b>Sep 27, 2015</b>
Net revenues:			
Company-operated stores	\$ 17,650.7	\$ 16,844.1	\$ 15,197.3
Licensed stores	2,355.0	2,154.2	1,861.9
CPG, foodservice and other	2,381.1	2,317.6	2,103.5
Total net revenues	22,386.8	21,315.9	19,162.7
Cost of sales including occupancy costs	9,038.2	8,511.1	7,787.5
Store operating expenses	6,493.3	6,064.3	5,411.1
Other operating expenses	553.8	545.4	522.4
Depreciation and amortization expenses	1,011.4	980.8	893.9
General and administrative expenses	1,393.3	1,360.6	1,196.7
Restructuring and impairments	153.5	—	—
Total operating expenses	18,643.5	17,462.2	15,811.6
Income from equity investees	391.4	318.2	249.9
Operating income	4,134.7	4,171.9	3,601.0
Gain resulting from acquisition of joint venture	—	—	390.6
Loss on extinguishment of debt	—	—	(61.1)
Interest income and other, net	275.3	108.0	43.0
Interest expense	(92.5)	(81.3)	(70.5)
Earnings before income taxes	4,317.5	4,198.6	3,903.0
Income tax expense	1,432.6	1,379.7	1,143.7
Net earnings including noncontrolling interests	2,884.9	2,818.9	2,759.3
Net earnings attributable to noncontrolling interests	0.2	1.2	1.9
Net earnings attributable to Starbucks	\$ 2,884.7	\$ 2,817.7	\$ 2,757.4
Earnings per share — basic	\$ 1.99	\$ 1.91	\$ 1.84
Earnings per share — diluted	\$ 1.97	\$ 1.90	\$ 1.82
Weighted average shares outstanding:			
Basic	1,449.5	1,471.6	1,495.9
Diluted	1,461.5	1,486.7	1,513.4

See Notes to Consolidated Financial Statements.

**STARBUCKS CORPORATION**  
**CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME**  
*(in millions)*

<b>Fiscal Year Ended</b>	<b>Oct 1, 2017</b>	<b>Oct 2, 2016</b>	<b>Sep 27, 2015</b>
Net earnings including noncontrolling interests	\$ 2,884.9	\$ 2,818.9	\$ 2,759.3
Other comprehensive income/(loss), net of tax:			
Unrealized holding gains/(losses) on available-for-sale securities	(9.5)	3.5	1.4
Tax (expense)/benefit	2.9	(1.3)	(0.5)
Unrealized gains/(losses) on cash flow hedging instruments	53.2	(109.6)	47.6
Tax (expense)/benefit	(12.6)	27.5	(16.8)
Unrealized gains/(losses) on net investment hedging instruments	20.1	—	4.3
Tax (expense)/benefit	(7.4)	—	(1.6)
Translation adjustment and other	(38.3)	85.5	(222.7)
Tax (expense)/benefit	(2.4)	19.0	6.0
Reclassification adjustment for net (gains)/losses realized in net earnings for available-for-sale securities, hedging instruments, and translation adjustment	(67.2)	78.2	(65.9)
Tax expense/(benefit)	14.0	(11.8)	23.5
Other comprehensive income/(loss)	(47.2)	91.0	(224.7)
Comprehensive income including noncontrolling interests	2,837.7	2,909.9	2,534.6
Comprehensive income/(loss) attributable to noncontrolling interests	0.2	1.2	(29.2)
Comprehensive income attributable to Starbucks	<u>\$ 2,837.5</u>	<u>\$ 2,908.7</u>	<u>\$ 2,563.8</u>

See Notes to Consolidated Financial Statements.

**STARBUCKS CORPORATION**  
**CONSOLIDATED BALANCE SHEETS**  
*(in millions, except per share data)*

	Oct 1, 2017	Oct 2, 2016
<b>ASSETS</b>		
Current assets:		
Cash and cash equivalents	\$ 2,462.3	\$ 2,128.8
Short-term investments	228.6	134.4
Accounts receivable, net	870.4	768.8
Inventories	1,364.0	1,378.5
Prepaid expenses and other current assets	358.1	347.4
Total current assets	5,283.4	4,757.9
Long-term investments	542.3	1,141.7
Equity and cost investments	481.6	354.5
Property, plant and equipment, net	4,919.5	4,533.8
Deferred income taxes, net	795.4	885.4
Other long-term assets	362.8	403.3
Other intangible assets	441.4	516.3
Goodwill	1,539.2	1,719.6
<b>TOTAL ASSETS</b>	<b>\$ 14,365.6</b>	<b>\$ 14,312.5</b>
<b>LIABILITIES AND EQUITY</b>		
Current liabilities:		
Accounts payable	\$ 782.5	\$ 730.6
Accrued liabilities	1,934.5	1,999.1
Insurance reserves	215.2	246.0
Stored value card liability	1,288.5	1,171.2
Current portion of long-term debt	—	399.9
Total current liabilities	4,220.7	4,546.8
Long-term debt	3,932.6	3,185.3
Other long-term liabilities	755.3	689.7
Total liabilities	8,908.6	8,421.8
Shareholders' equity:		
Common stock (\$0.001 par value) — authorized, 2,400.0 shares; issued and outstanding, 1,431.6 and 1,460.5 shares, respectively	1.4	1.5
Additional paid-in capital	41.1	41.1
Retained earnings	5,563.2	5,949.8
Accumulated other comprehensive loss	(155.6)	(108.4)
Total shareholders' equity	5,450.1	5,884.0
Noncontrolling interests	6.9	6.7
Total equity	5,457.0	5,890.7
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$ 14,365.6</b>	<b>\$ 14,312.5</b>

See Notes to Consolidated Financial Statements.

**STARBUCKS CORPORATION**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
*(in millions)*

Fiscal Year Ended	Oct 1, 2017	Oct 2, 2016	Sep 27, 2015
<b>OPERATING ACTIVITIES:</b>			
Net earnings including noncontrolling interests	\$ 2,884.9	\$ 2,818.9	\$ 2,759.3
Adjustments to reconcile net earnings to net cash provided by operating activities:			
Depreciation and amortization	1,067.1	1,030.1	933.8
Deferred income taxes, net	95.1	265.7	21.2
Income earned from equity method investees	(310.2)	(250.2)	(190.2)
Distributions received from equity method investees	186.6	223.3	148.2
Gain resulting from acquisition/sale of equity in joint ventures and certain retail operations	(93.5)	(6.1)	(394.3)
Loss on extinguishment of debt	—	—	61.1
Stock-based compensation	176.0	218.1	209.8
Excess tax benefit on share-based awards	(77.5)	(122.8)	(132.4)
Goodwill Impairments	87.2	—	—
Other	68.9	45.1	53.8
Cash provided by changes in operating assets and liabilities:			
Accounts receivable	(96.8)	(55.6)	(82.8)
Inventories	14.0	(67.5)	(207.9)
Accounts payable	46.4	46.9	137.7
Stored value card liability	130.8	180.4	170.3
Other operating assets and liabilities	(4.7)	248.8	261.5
Net cash provided by operating activities	4,174.3	4,575.1	3,749.1
<b>INVESTING ACTIVITIES:</b>			
Purchases of investments	(674.4)	(1,585.7)	(567.4)
Sales of investments	1,054.5	680.7	600.6
Maturities and calls of investments	149.6	27.9	18.8
Acquisitions, net of cash acquired	—	—	(284.3)
Additions to property, plant and equipment	(1,519.4)	(1,440.3)	(1,303.7)
Net proceeds from sale of equity in joint ventures and certain retail operations	85.4	69.6	8.9
Other	54.3	24.9	6.8
Net cash used by investing activities	(850.0)	(2,222.9)	(1,520.3)
<b>FINANCING ACTIVITIES:</b>			
Proceeds from issuance of long-term debt	750.2	1,254.5	848.5
Repayments of long-term debt	(400.0)	—	(610.1)
Cash used for purchase of non-controlling interest	—	—	(360.8)
Proceeds from issuance of common stock	150.8	160.7	191.8
Excess tax benefit on share-based awards	77.5	122.8	132.4
Cash dividends paid	(1,450.4)	(1,178.0)	(928.6)
Repurchase of common stock	(2,042.5)	(1,995.6)	(1,436.1)
Minimum tax withholdings on share-based awards	(82.8)	(106.0)	(75.5)
Other	(4.4)	(8.4)	(18.1)
Net cash used by financing activities	(3,001.6)	(1,750.0)	(2,256.5)
Effect of exchange rate changes on cash and cash equivalents	10.8	(3.5)	(150.6)
Net increase/(decrease) in cash and cash equivalents	333.5	598.7	(178.3)
<b>CASH AND CASH EQUIVALENTS:</b>			
Beginning of period	2,128.8	1,530.1	1,708.4
End of period	\$ 2,462.3	\$ 2,128.8	\$ 1,530.1
<b>SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:</b>			
Cash paid during the period for:			
Interest, net of capitalized interest	\$ 96.6	\$ 74.7	\$ 69.5
Income taxes, net of refunds	\$ 1,389.1	\$ 878.7	\$ 1,072.2



**STARBUCKS CORPORATION**  
**CONSOLIDATED STATEMENTS OF EQUITY**  
*(in millions, except per share data)*

	Common Stock		Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Income/(Loss)	Shareholders' Equity	Noncontrolling Interests	Total
	Shares	Amount						
<b>Balance, September 28, 2014</b>	749.5	\$ 0.7	\$ 39.4	\$ 5,206.6	\$ 25.3	\$ 5,272.0	\$ 1.7	\$ 5,273.7
Net earnings/(loss)	—	—	—	2,757.4	—	2,757.4	1.9	2,759.3
Other comprehensive income/(loss)	—	—	—	—	(193.6)	(193.6)	(31.1)	(224.7)
Stock-based compensation expense	—	—	211.7	—	—	211.7	—	211.7
Exercise of stock options/vesting of RSUs, including tax benefit of \$131.3	14.6	—	224.4	—	—	224.4	—	224.4
Sale of common stock, including tax benefit of \$0.2	0.6	—	23.5	—	—	23.5	—	23.5
Repurchase of common stock	(29.0)	—	(459.6)	(972.2)	—	(1,431.8)	—	(1,431.8)
Cash dividends declared, \$0.680 per share	—	—	—	(1,016.2)	—	(1,016.2)	—	(1,016.2)
Two-for-one stock split	749.4	0.8	—	(0.8)	—	—	—	—
Noncontrolling interest resulting from acquisition	—	—	—	—	—	—	411.1	411.1
Purchase of noncontrolling interest	—	—	1.7	—	(31.1)	(29.4)	(381.7)	(411.1)
<b>Balance, September 27, 2015</b>	1,485.1	\$ 1.5	\$ 41.1	\$ 5,974.8	\$ (199.4)	\$ 5,818.0	\$ 1.8	\$ 5,819.8
Net earnings/(loss)	—	—	—	2,817.7	—	2,817.7	1.2	2,818.9
Other comprehensive income/(loss)	—	—	—	—	91.0	91.0	—	91.0
Stock-based compensation expense	—	—	219.6	—	—	219.6	—	219.6
Exercise of stock options/vesting of RSUs, including tax benefit of \$124.3	9.8	—	153.0	—	—	153.0	—	153.0
Sale of common stock, including tax benefit of \$0.2	0.5	—	26.5	—	—	26.5	—	26.5
Repurchase of common stock	(34.9)	—	(399.1)	(1,596.5)	—	(1,995.6)	—	(1,995.6)
Cash dividends declared, \$0.850 per share	—	—	—	(1,246.2)	—	(1,246.2)	—	(1,246.2)
Noncontrolling interest resulting from acquisition	—	—	—	—	—	—	3.7	3.7
<b>Balance, October 2, 2016</b>	1,460.5	\$ 1.5	\$ 41.1	\$ 5,949.8	\$ (108.4)	\$ 5,884.0	\$ 6.7	\$ 5,890.7
Net earnings/(loss)	—	—	—	2,884.7	—	2,884.7	0.2	2,884.9
Other comprehensive income/(loss)	—	—	—	—	(47.2)	(47.2)	—	(47.2)
Stock-based compensation expense	—	—	177.9	—	—	177.9	—	177.9
Exercise of stock options/vesting of RSUs, including tax benefit of \$77.4	8.1	—	117.0	—	—	117.0	—	117.0
Sale of common stock, including tax benefit of \$0.2	0.5	—	28.7	—	—	28.7	—	28.7
Repurchase of common stock	(37.5)	(0.1)	(323.6)	(1,755.4)	—	(2,079.1)	—	(2,079.1)
Cash dividends declared, \$1.05 per share	—	—	—	(1,515.9)	—	(1,515.9)	—	(1,515.9)
<b>Balance, October 1, 2017</b>	1,431.6	\$ 1.4	\$ 41.1	\$ 5,563.2	\$ (155.6)	\$ 5,450.1	\$ 6.9	\$ 5,457.0

See Notes to Consolidated Financial Statements.

**STARBUCKS CORPORATION**  
**INDEX FOR NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

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**STARBUCKS CORPORATION**  
**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**  
**Fiscal Years ended October 1, 2017 , October 2, 2016 and September 27, 2015**

**Note 1: Summary of Significant Accounting Policies**

***Description of Business***

We purchase and roast high-quality coffees that we sell, along with handcrafted coffee and tea beverages and a variety of fresh and prepared food items, through our company-operated stores. We also sell a variety of coffee and tea products and license our trademarks through other channels such as licensed stores, grocery and national foodservice accounts.

In this 10-K, Starbucks Corporation (together with its subsidiaries) is referred to as “Starbucks,” the “Company,” “we,” “us” or “our.”

We have four reportable operating segments: 1) Americas, which is inclusive of the U.S., Canada, and Latin America; 2) China/Asia Pacific (“CAP”); 3) Europe, Middle East, and Africa (“EMEA”) and 4) Channel Development. We also have several non-reportable operating segments, including Teavana, Seattle's Best Coffee and Evolution Fresh, as well as certain developing businesses such as Siren Retail, which includes the Starbucks Reserve™ Roastery & Tasting Rooms, Starbucks Reserve brand and products and Princi operations, which are combined and referred to as All Other Segments. Unallocated corporate operating expenses, which pertain primarily to corporate administrative functions that support the operating segments but are not specifically attributable to or managed by any segment, are presented as a reconciling item between total segment operating results and consolidated financial results.

Additional details on the nature of our business and our reportable operating segments are included in [Note 16](#), Segment Reporting.

***Principles of Consolidation***

Our consolidated financial statements reflect the financial position and operating results of Starbucks, including wholly-owned subsidiaries and investees that we control. Investments in entities that we do not control, but have the ability to exercise significant influence over operating and financial policies, are accounted for under the equity method. Investments in entities in which we do not have the ability to exercise significant influence are accounted for under the cost method. Intercompany transactions and balances have been eliminated.

***Fiscal Year End***

Our fiscal year ends on the Sunday closest to September 30. Fiscal year 2017 and 2015 included 52 weeks. Fiscal year 2016 included 53 weeks, with the 53<sup>rd</sup> week falling in the fourth fiscal quarter.

***Estimates and Assumptions***

Preparing financial statements in conformity with accounting principles generally accepted in the United States of America (“GAAP”) requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses. Examples include, but are not limited to, estimates for inventory reserves, asset and goodwill impairments, assumptions underlying self-insurance reserves, income from unredeemed stored value cards, stock-based compensation forfeiture rates, future asset retirement obligations and the potential outcome of future tax consequences of events that have been recognized in the financial statements. Actual results and outcomes may differ from these estimates and assumptions.

***Cash and Cash Equivalents***

We consider all highly liquid instruments with maturities of three months or less at the time of purchase, as well as credit card receivables for sales to customers in our company-operated stores that generally settle within two to five business days, to be cash equivalents. We maintain cash and cash equivalent balances with financial institutions that exceed federally-insured limits. We have not experienced any losses related to these balances, and we believe credit risk to be minimal.

Our cash management system provides for the funding of all major bank disbursement accounts on a daily basis as checks are presented for payment. Under this system, outstanding checks are in excess of the cash balances at certain banks, which creates book overdrafts. Book overdrafts are presented as a current liability in accrued liabilities on our consolidated balance sheets.



## **Investments**

### *Available-for-sale Securities*

Our short-term and long-term investments consist primarily of investment-grade debt securities, all of which are classified as available-for-sale. Available-for-sale securities are recorded at fair value, and unrealized holding gains and losses are recorded, net of tax, as a component of accumulated other comprehensive income. Available-for-sale securities with remaining maturities of less than one year and those identified by management at the time of purchase to be used to fund operations within one year are classified as short-term. All other available-for-sale securities are classified as long-term. We evaluate our available-for-sale securities for other than temporary impairment on a quarterly basis. Unrealized losses are charged against net earnings when a decline in fair value is determined to be other than temporary. We review several factors to determine whether a loss is other than temporary, such as the length and extent of the fair value decline, the financial condition and near-term prospects of the issuer and whether we have the intent to sell or will more likely than not be required to sell before the securities' anticipated recovery, which may be at maturity. Realized gains and losses are accounted for using the specific identification method. Purchases and sales are recorded on a trade date basis.

### *Trading Securities*

We also have a trading securities portfolio, which is comprised of marketable equity mutual funds and equity exchange-traded funds. Trading securities are recorded at fair value and approximates a portion of our liability under our Management Deferred Compensation Plan ("MDCP"). Gains or losses from the portfolio and the change in our MDCP liability are recorded in our consolidated statements of earnings.

### *Equity and Cost Method Investments*

Equity investments are accounted for using the equity method of accounting if the investment gives us the ability to exercise significant influence, but not control, over an investee. Equity method investments are included within long-term investments on our consolidated balance sheets. Our share of the earnings or losses as reported by equity method investees are classified as income from equity investees on our consolidated statements of earnings.

Equity investments for which we do not have the ability to exercise significant influence are accounted for using the cost method of accounting and are recorded in long-term investments on our consolidated balance sheets. Under the cost method, investments are carried at cost and are adjusted only for other-than-temporary declines in fair value, certain distributions and additional investments.

We evaluate our equity and cost method investments for impairment annually and when facts and circumstances indicate that the carrying value of such investments may not be recoverable. We review several factors to determine whether the loss is other than temporary, such as the length and extent of the fair value decline, the financial condition and near-term prospects of the investee, and whether we have the intent to sell or will more likely than not be required to sell before the investment's anticipated recovery. If a decline in fair value is determined to be other than temporary, an impairment charge is recorded in net earnings.

## **Fair Value**

Fair value is the price we would receive to sell an asset or pay to transfer a liability (exit price) in an orderly transaction between market participants. For assets and liabilities recorded or disclosed at fair value on a recurring basis, we determine fair value based on the following:

*Level 1:* The carrying value of cash and cash equivalents approximates fair value because of the short-term nature of these instruments. For trading and U.S. government treasury securities and commodity futures contracts, we use quoted prices in active markets for identical assets to determine fair value.

*Level 2:* When quoted prices in active markets for identical assets are not available, we determine the fair value of our available-for-sale securities and our over-the-counter forward contracts, collars and swaps based upon factors such as the quoted market price of similar assets or a discounted cash flow model using readily observable market data, which may include interest rate curves and forward and spot prices for currencies and commodities, depending on the nature of the investment. The fair value of our long-term debt is estimated based on the quoted market prices for the same or similar issues or on the current rates offered to us for debt of the same remaining maturities.

*Level 3:* We determine the fair value of our auction rate securities using an internally-developed valuation model, using inputs that include interest rate curves, credit and liquidity spreads and effective maturity.

Assets and liabilities recognized or disclosed at fair value on a nonrecurring basis include items such as property, plant and equipment, goodwill and other intangible assets, equity and cost method investments and other assets. We determine the fair value of these items using Level 3 inputs, as described in the related sections below.

### ***Derivative Instruments***

We manage our exposure to various risks within our consolidated financial statements according to a market price risk management policy. Under this policy, we may engage in transactions involving various derivative instruments to hedge interest rates, commodity prices and foreign currency denominated revenue streams, inventory purchases, assets and liabilities and investments in certain foreign operations. In order to manage our exposure to these risks, we use various types of derivative instruments including forward contracts, commodity futures contracts, collars and swaps. Forward contracts and commodity futures contracts are agreements to buy or sell a quantity of a currency or commodity at a predetermined future date and at a predetermined rate or price. A collar is a strategy that uses a combination of a purchased call option and a sold put option with equal premiums to hedge a portion of anticipated cash flows, or to limit the range of possible gains or losses on an underlying asset or liability to a specific range. A swap agreement is a contract between two parties to exchange cash flows based on specified underlying notional amounts, assets and/or indices. We do not enter into derivative instruments for speculative purposes.

We record all derivatives on our consolidated balance sheets at fair value. Excluding interest rate swaps and foreign currency debt, we generally do not enter into derivative instruments with maturities longer than three years or offset derivative assets and liabilities in our consolidated balance sheets. However, we are allowed to net settle transactions with respective counterparties for certain derivative contracts, inclusive of interest rate swaps and foreign currency forwards, with a single, net amount payable by one party to the other. We also enter into collateral security arrangements that provide for collateral to be received or posted when the net fair value of certain financial instruments fluctuates from contractually established thresholds. As of October 1, 2017 and October 2, 2016, we received and posted \$5.8 million and \$19.5 million, respectively, of cash collateral related to the derivative instruments under collateral security arrangements. As of October 1, 2017 and October 2, 2016, the potential effects of netting arrangements with our derivative contracts, excluding the effects of collateral, would be a reduction to both derivative assets and liabilities of \$7.4 million and \$9.4 million, respectively, resulting in net derivative assets of \$30.4 million and net derivative liabilities of \$31.1 million as of October 1, 2017, and net derivative assets of \$24.7 million and net derivative liabilities of \$80.2 million as of October 2, 2016.

By using these derivative instruments, we expose ourselves to potential credit risk. Credit risk is the failure of the counterparty to perform under the terms of the derivative contract. We minimize this credit risk by entering into transactions with carefully selected, credit-worthy counterparties and distribute contracts among several financial institutions to reduce the concentration of credit risk.

#### ***Cash Flow Hedges***

For derivative instruments that are designated and qualify as a cash flow hedge, the effective portion of the derivative's gain or loss is reported as a component of other comprehensive income ("OCI") and recorded in accumulated other comprehensive income ("AOCI") on our consolidated balance sheets. The gain or loss is subsequently reclassified into net earnings when the hedged exposure affects net earnings.

To the extent that the change in the fair value of the contract corresponds to the change in the value of the anticipated transaction using forward rates on a monthly basis, the hedge is considered effective and is recognized as described above. The remaining change in fair value of the contract represents the ineffective portion, which is immediately recorded in interest income and other, net on our consolidated statements of earnings.

Cash flow hedges related to anticipated transactions are designated and documented at the inception of each hedge by matching the terms of the contract to the underlying transaction. Cash flows from hedging transactions are classified in the same categories as the cash flows from the respective hedged items. Once established, cash flow hedges generally remain designated as such until the hedged item impacts net earnings, or the anticipated transaction is no longer likely to occur. For de-designated cash flow hedges or for transactions that are no longer likely to occur, the related accumulated derivative gains or losses are recognized in interest income and other, net or interest expense on our consolidated statements of earnings based on the nature of the underlying transaction.

#### ***Net Investment Hedges***

For derivative instruments that are designated and qualify as a net investment hedge, the effective portion of the derivative's gain or loss is reported as a component of OCI and recorded in AOCI. The gain or loss will be subsequently reclassified into net earnings when the hedged net investment is either sold or substantially liquidated.

To the extent that the change in the fair value of the forward contract corresponds to the change in value of the anticipated transactions using spot rates on a monthly basis, the hedge is considered effective and is recognized as described above. The remaining change in fair value of the forward contract represents the ineffective portion, which is immediately recognized in interest income and other, net on our consolidated statements of earnings.

### *Fair Value Hedges*

For derivative instruments that are designated and qualify as a fair value hedge, the changes in fair value of the derivative instruments and the offsetting changes in fair values of the underlying hedged item are recorded in interest income and other, net or interest expense on our consolidated statements of earnings.

### *Derivatives Not Designated As Hedging Instruments*

We also enter into certain foreign currency forward contracts, commodity futures contracts, collars and swaps that are not designated as hedging instruments for accounting purposes. The change in the fair value of these contracts is immediately recognized in interest income and other, net on our consolidated statements of earnings.

### *Normal Purchase Normal Sale*

We enter into fixed-price and price-to-be-fixed green coffee purchase commitments, which are described further at [Note 5](#), Inventories. For both fixed-price and price-to-be-fixed purchase commitments, we expect to take delivery of and to utilize the coffee in a reasonable period of time and in the conduct of normal business. Accordingly, these purchase commitments qualify as normal purchases and are not recorded at fair value on our balance sheets.

Refer to [Note 3](#), Derivative Financial Instruments, and [Note 5](#), Inventories, for further discussion of our derivative instruments and green coffee purchase commitments.

### ***Receivables, net of Allowance for Doubtful Accounts***

Our receivables are mainly comprised of receivables for product and equipment sales to and royalties from our licensees, as well as receivables from our consumer packaged goods (“CPG”) and foodservice business customers. Our allowance for doubtful accounts is calculated based on historical experience, customer credit risk and application of the specific identification method. As of October 1, 2017 and October 2, 2016, our allowance for doubtful accounts was \$9.8 million and \$9.4 million, respectively.

### ***Inventories***

Inventories are stated at the lower of cost (primarily moving average cost) or market. We record inventory reserves for obsolete and slow-moving inventory and for estimated shrinkage between physical inventory counts. Inventory reserves are based on inventory obsolescence trends, historical experience and application of the specific identification method. As of October 1, 2017 and October 2, 2016, inventory reserves were \$38.4 million and \$39.6 million, respectively.

### ***Property, Plant and Equipment***

Property, plant and equipment, which includes assets under capital leases, are carried at cost less accumulated depreciation. Cost includes all direct costs necessary to acquire and prepare assets for use, including internal labor and overhead in some cases. Depreciation is computed using the straight-line method over estimated useful lives of the assets, generally ranging from 2 to 15 years for equipment and 30 to 40 years for buildings. Leasehold improvements are amortized over the shorter of their estimated useful lives or the related lease life, generally 10 years. For leases with renewal periods at our option, we generally use the original lease term, excluding renewal option periods, to determine estimated useful lives. If failure to exercise a renewal option imposes an economic penalty to us, we may determine at the inception of the lease that renewal is reasonably assured and include the renewal option period in the determination of the appropriate estimated useful lives.

The portion of depreciation expense related to production and distribution facilities is included in cost of sales including occupancy costs on our consolidated statements of earnings. The costs of repairs and maintenance are expensed when incurred, while expenditures for refurbishments and improvements that significantly add to the productive capacity or extend the useful life of an asset are capitalized. When assets are disposed of, whether through retirement or sale, the net gain or loss is recognized in net earnings. Long-lived assets to be disposed of are reported at the lower of their carrying amount or fair value less estimated costs to sell.

We evaluate property, plant and equipment for impairment when facts and circumstances indicate that the carrying values of such assets may not be recoverable. When evaluating for impairment, we first compare the carrying value of the asset to the asset’s estimated future undiscounted cash flows. If the estimated undiscounted future cash flows are less than the carrying value of the asset, we determine if we have an impairment loss by comparing the carrying value of the asset to the asset’s estimated fair value and recognize an impairment charge when the asset’s carrying value exceeds its estimated fair value. The fair value of the asset is estimated using a discounted cash flow model based on forecasted future revenues and operating costs, using internal projections. Property, plant and equipment assets are grouped at the lowest level for which identifiable cash flows are largely independent of the cash flows of other assets and liabilities. For company-operated store assets, the impairment test is performed at the individual store asset group level.

We recognized net disposition charges of \$46.9 million , \$25.1 million , and \$12.5 million in fiscal 2017 , 2016 , and 2015 , respectively. Additionally, we recognized net impairment charges of \$56.1 million , \$24.1 million , and \$25.8 million in fiscal 2017 , 2016 , and 2015 , respectively, of which \$39.9 million in fiscal 2017 were restructuring related and recorded in restructuring and impairment expenses. Unless it is restructuring related, the nature of the underlying asset that is impaired or disposed of will determine the operating expense line on which the related impact is recorded on our consolidated statements of earnings. For assets within our retail operations, net impairment and disposition charges are recorded in store operating expenses. For all other assets, these charges are recorded in cost of sales including occupancy costs, other operating expenses or general and administrative expenses.

### **Goodwill**

We evaluate goodwill for impairment annually during our third fiscal quarter, or more frequently if an event occurs or circumstances change, such as material deterioration in performance or a significant number of store closures, that would indicate that impairment may exist. When evaluating goodwill for impairment, we may first perform a qualitative assessment to determine whether it is more likely than not that a reporting unit is impaired. If we do not perform a qualitative assessment, or if we determine that it is not more likely than not that the fair value of the reporting unit exceeds its carrying amount, we calculate the estimated fair value of the reporting unit. Fair value is the price a willing buyer would pay for the reporting unit and is typically calculated using a discounted cash flow model. For certain reporting units, where deemed appropriate, we may also utilize a market approach for estimating fair value. If the carrying amount of the reporting unit exceeds the estimated fair value, an impairment charge is recorded to reduce the carrying value to the estimated fair value.

As part of our ongoing operations, we may close certain stores within a reporting unit containing goodwill due to underperformance of the store or inability to renew our lease, among other reasons. We may abandon certain assets associated with a closed store, including leasehold improvements and other non-transferable assets. When a portion of a reporting unit that constitutes a business is to be disposed of, goodwill associated with the business is included in the carrying amount of the business in determining any loss on disposal. Our evaluation of whether the portion of a reporting unit being disposed of constitutes a business occurs on the date of abandonment. Although an operating store meets the accounting definition of a business prior to abandonment, it does not constitute a business on the closure date because the remaining assets on that date do not constitute an integrated set of assets that are capable of being managed for the purpose of providing a return to investors. As a result, when closing individual stores, we do not include goodwill in the calculation of any loss on disposal of the related assets.

As noted above, if store closures are indicative of potential impairment of goodwill at the reporting unit level, we perform an evaluation of our reporting unit goodwill when such closures occur. Due to the strategic decision to close Teavana branded retail stores and our subsequent review of this reporting unit's fair value, we recorded goodwill impairment charges of \$69.3 million during the third quarter of fiscal 2017.

Additionally, we recorded a partial goodwill impairment of \$17.9 million related to our Switzerland retail reporting unit during the third quarter of fiscal 2017, primarily due to ongoing macro economic factors. There were no material goodwill impairment charges recorded during fiscal 2016 and 2015 . Refer to [Note 8](#) , Other Intangible Assets and Goodwill, for further discussions.

### **Other Intangible Assets**

Other intangible assets include finite-lived intangible assets, which mainly consist of acquired and reacquired rights, trade secrets, licensing agreements, contract-based patents and copyrights. These assets are amortized over their estimated useful lives and are tested for impairment using a similar methodology to our property, plant and equipment, as described above.

Indefinite-lived intangibles, which consist primarily of trade names and trademarks, are tested for impairment annually during the third fiscal quarter, or more frequently if an event occurs or circumstances change that would indicate that impairment may exist. When evaluating other intangible assets for impairment, we may first perform a qualitative assessment to determine whether it is more likely than not that an intangible asset group is impaired. If we do not perform the qualitative assessment, or if we determine that it is not more likely than not that the fair value of the intangible asset group exceeds its carrying amount, we calculate the estimated fair value of the intangible asset group. Fair value is the price a willing buyer would pay for the intangible asset group and is typically calculated using an income approach, such as a relief-from-royalty model. If the carrying amount of the intangible asset group exceeds the estimated fair value, an impairment charge is recorded to reduce the carrying value to the estimated fair value. In addition, we continuously monitor and may revise our intangible asset useful lives if and when facts and circumstances change.

There were no significant other intangible asset impairment charges recorded during fiscal 2017 , 2016 , and 2015 .

### ***Insurance Reserves***

We use a combination of insurance and self-insurance mechanisms, including a wholly-owned captive insurance entity and participation in a reinsurance treaty, to provide for the potential liabilities for certain risks, including workers' compensation, healthcare benefits, general liability, property insurance and director and officers' liability insurance. Liabilities associated with the risks that are retained by us are not discounted and are estimated, in part, by considering historical claims experience, demographics, exposure and severity factors and other actuarial assumptions.

### ***Revenue Recognition***

Consolidated revenues are presented net of intercompany eliminations for wholly-owned subsidiaries and investees controlled by us and for product sales to and royalty and other fees from licensees accounted for under the equity method. Additionally, consolidated revenues are recognized net of any discounts, returns, allowances and sales incentives, including coupon redemptions and rebates.

#### ***Company-operated Store Revenues***

Company-operated store revenues are recognized when payment is tendered at the point of sale. Company-operated store revenues are reported net of sales, use or other transaction taxes that are collected from customers and remitted to taxing authorities.

#### ***Licensed Store Revenues***

Licensed store revenues consist of product and equipment sales to licensees, as well as royalties and other fees paid by licensees. Sales of coffee, tea, food and related products are generally recognized upon shipment to licensees, depending on contract terms. Shipping charges billed to licensees are also recognized as revenue, and the related shipping costs are included in cost of sales including occupancy costs on our consolidated statements of earnings.

Initial nonrefundable development fees for licensed stores are recognized upon substantial performance of services for new market business development activities, such as initial business, real estate and store development planning, as well as providing operational materials and functional training courses for opening new licensed retail markets. Additional store licensing fees are recognized when new licensed stores are opened. Royalty revenues based upon a percentage of reported sales, and other continuing fees, such as marketing and service fees, are recognized on a monthly basis when earned.

#### ***CPG, Foodservice and Other Revenues***

CPG, foodservice and other revenues primarily include sales of packaged coffee and tea as well as a variety of ready-to-drink beverages and single-serve coffee and tea products to grocery, warehouse clubs and specialty retail stores, sales to our national foodservice accounts, and revenues from sales of products to and license fee revenues from manufacturers that produce and market Starbucks-, Seattle's Best Coffee- and Tazo-branded products through licensing agreements. Sales of coffee, tea, ready-to-drink beverages and related products to grocery and warehouse club stores are generally recognized when received by the customer or distributor, depending on contract terms. Revenues are recorded net of sales discounts given to customers for trade promotions and other incentives and for sales return allowances, which are determined based on historical patterns.

Revenues from sales of products to manufacturers that produce and market Starbucks-, Seattle's Best Coffee- and Tazo-branded products through licensing agreements are generally recognized when the product is received by the manufacturer or distributor. License fee revenues from manufacturers are based on a percentage of sales and are recognized on a monthly basis when earned. National foodservice account revenues are recognized when the product is received by the customer or distributor.

Sales to customers through CPG channels and national foodservice accounts, including sales to national distributors, are recognized net of certain fees paid to the customer. We characterize these fees as a reduction of revenue unless we are able to identify a sufficiently separable benefit from the customer's purchase of our products such that we could have entered into an exchange transaction with a party other than the customer in order to receive such benefit, and we can reasonably estimate the fair value of such benefit.

#### ***Stored Value Cards***

Stored value cards, primarily Starbucks Cards, can be activated at our company-operated and most licensed store locations, online at StarbucksStore.com or via mobile devices held by our customers, and at certain other third party locations, such as grocery stores, although they cannot be reloaded at these third party locations. When an amount is loaded onto a stored value card at any of these locations, we recognize a corresponding liability for the full amount loaded onto the card, which is recorded within stored value card liability on our consolidated balance sheets.

Stored value cards can be redeemed at company-operated and most licensed stores, as well as online. When a stored value card is redeemed at a company-operated store or online, we recognize revenue by reducing the stored value card liability. When a

stored value card is redeemed at a licensed store location, we reduce the corresponding stored value card liability and cash, which is reimbursed to the licensee.

There are no expiration dates on our stored value cards, and in most markets, we do not charge service fees that cause a decrement to customer balances. While we will continue to honor all stored value cards presented for payment, management may determine the likelihood of redemption, based on historical experience, is deemed to be remote for certain cards due to long periods of inactivity. In these circumstances, if management also determines there is no requirement for remitting balances to government agencies under unclaimed property laws, unredeemed card balances may then be recognized as breakage income, which is included in interest income and other, net on our consolidated statements of earnings. In fiscal 2017, 2016, and 2015, we recognized breakage income of \$104.6 million, \$60.5 million, and \$39.3 million, respectively.

#### *Loyalty Program*

In the U.S. and Canada, effective April 2016, we modified our transaction-based loyalty program, My Starbucks Rewards<sup>®</sup> to a spend-based program, Starbucks Rewards<sup>™</sup>. For fiscal 2016, the existing transaction-based programs remain unchanged for other markets. During fiscal 2017, we launched Starbucks Rewards<sup>™</sup> in Japan. Customers in the U.S., Canada, and certain other countries who register their Starbucks Card are automatically enrolled in the program. They earn loyalty points (“Stars”) with each purchase at participating Starbucks<sup>®</sup> and Teavana<sup>™</sup> stores, as well as on certain packaged coffee products purchased in select Starbucks<sup>®</sup> stores, online, and through CPG channels. After accumulating a certain number of Stars, the customer earns a reward that can be redeemed for free product that, regardless of where the related Stars were earned within that country, will be honored at company-operated stores and certain participating licensed store locations in that same country.

Regardless of whether it is a spend or transaction-based program, we defer revenue associated with the estimated selling price of Stars earned by our program members towards free product as each Star is earned, and a corresponding liability is established within stored value card liability on our consolidated balance sheets. The estimated selling price of each Star earned is based on the estimated value of the product for which the reward is expected to be redeemed, net of Stars we do not expect to be redeemed, based on historical redemption patterns. Stars generally expire if inactive for a period of six months.

When a customer redeems an earned reward, we recognize revenue for the redeemed product and reduce the related loyalty program liability.

#### *Advertising*

We expense most advertising costs as they are incurred, except for certain production costs that are expensed the first time the advertising takes place. Advertising expenses totaled \$282.6 million, \$248.6 million and \$227.9 million in fiscal 2017, 2016, and 2015, respectively.

#### *Store Preopening Expenses*

Costs incurred in connection with the start-up and promotion of new store openings are expensed as incurred.

#### *Leases*

##### *Operating Leases*

We lease retail stores, roasting, distribution and warehouse facilities and office space for corporate administrative purposes under operating leases. Most lease agreements contain tenant improvement allowances, rent holidays, lease premiums, rent escalation clauses and/or contingent rent provisions. We recognize amortization of lease incentives, premiums and minimum rent expenses on a straight-line basis beginning on the date of initial possession, which is generally when we enter the space and begin to make improvements in preparation for intended use.

For tenant improvement allowances and rent holidays, we record a deferred rent liability within accrued liabilities, or other long-term liabilities, on our consolidated balance sheets and amortize the deferred rent over the terms of the leases as reductions to rent expense in cost of sales including occupancy costs on our consolidated statements of earnings.

For premiums paid upfront to enter a lease agreement, we record a prepaid rent asset in prepaid expenses and other non-current assets on our consolidated balance sheets and amortize the premium over the terms of the leases as additional rent expense in cost of sales including occupancy costs on our consolidated statements of earnings.

For scheduled rent escalation clauses during the lease terms or for rental payments commencing at a date other than the date of initial possession, we record minimum rent expense on a straight-line basis over the terms of the leases in cost of sales including occupancy costs on our consolidated statements of earnings, with the adjustments to cash rent accrued as deferred rent in our consolidated balance sheets.

Certain leases provide for contingent rent, which is determined as a percentage of gross sales in excess of specified levels. We record a contingent rent liability in accrued occupancy costs within accrued liabilities on our consolidated balance sheets and the corresponding rent expense when we determine that achieving the specified levels during the fiscal year is probable.

When ceasing operations of company-operated stores under operating leases, in cases where the lease contract specifies a termination fee due to the landlord, we record such expense at the time written notice is given to the landlord. In cases where terms, including termination fees, are yet to be negotiated with the landlord, we will record the expense upon signing of an agreement with the landlord. In cases where the landlord does not allow us to prematurely exit the lease, we recognize an expense equal to the present value of the remaining lease payments to the landlord less any projected sublease income at the cease-use date.

#### *Lease Financing Arrangements*

We are sometimes involved in the construction of leased buildings, primarily stores. When we qualify as the deemed owner of these buildings due to significant involvement during the construction period under build-to-suit lease accounting requirements and do not qualify for sales recognition under sales-leaseback accounting guidance, we record the cost of the related buildings in property, plant and equipment. The offsetting lease financing obligations are recorded in other long-term liabilities, with the current portion recorded in accrued occupancy costs within accrued liabilities on our consolidated balance sheets. These assets and obligations are amortized in depreciation and amortization and interest expense, respectively, on our consolidated statements of earnings based on the terms of the related lease agreements.

#### *Asset Retirement Obligations*

We recognize a liability for the fair value of required asset retirement obligations (“ARO”) when such obligations are incurred. Our AROs are primarily associated with leasehold improvements, which, at the end of a lease, we are contractually obligated to remove in order to comply with the lease agreement. At the inception of a lease with such conditions, we record an ARO liability and a corresponding capital asset in an amount equal to the estimated fair value of the obligation. We estimate the liability using a number of assumptions, including store closing costs, cost inflation rates and discount rates, and accrete the liability to its projected future value over time. The capitalized asset is depreciated using the same depreciation convention as leasehold improvement assets. Upon satisfaction of the ARO conditions, any difference between the recorded ARO liability and the actual retirement costs incurred is recognized as a gain or loss in cost of sales including occupancy costs on our consolidated statements of earnings. As of October 1, 2017 and October 2, 2016, our net ARO assets included in property, plant and equipment were \$12.4 million and \$9.3 million, respectively, and our net ARO liabilities included in other long-term liabilities were \$70.0 million and \$67.9 million, respectively.

#### *Stock-based Compensation*

We maintain several equity incentive plans under which we may grant non-qualified stock options, incentive stock options, restricted stock, restricted stock units (“RSUs”) or stock appreciation rights to employees, non-employee directors and consultants. We also have an employee stock purchase plan (“ESPP”). RSUs issued by us are equivalent to nonvested shares under the applicable accounting guidance. We record stock-based compensation expense based on the fair value of stock awards at the grant date and recognize the expense over the related service period following a graded vesting expense schedule. Expense for performance-based RSUs is recognized when it is probable the performance goal will be achieved. Performance goals are determined by the Board of Directors and may include measures such as earnings per share, operating income and return on invested capital. The fair value of each stock option granted is estimated on the grant date using the Black-Scholes-Merton option valuation model. The assumptions used to calculate the fair value of options granted are evaluated and revised, as necessary, to reflect market conditions and our historical experience. The fair value of RSUs is based on the closing price of Starbucks common stock on the award date, less the present value of expected dividends not received during the vesting period. Compensation expense is recognized over the requisite service period for each separately vesting portion of the award, and only for those awards expected to vest, with forfeitures estimated at the date of grant based on our historical experience and future expectations.

#### *Foreign Currency Translation*

Our international operations generally use their local currency as their functional currency. Assets and liabilities are translated at exchange rates in effect at the balance sheet date. Income and expense accounts are translated at the average monthly exchange rates during the year. Resulting translation adjustments are reported as a component of OCI and recorded in AOCI on our consolidated balance sheets.

### ***Income Taxes***

We compute income taxes using the asset and liability method, under which deferred income taxes are recognized based on the differences between the financial statement carrying amounts and the respective tax basis of our assets and liabilities. Deferred tax assets and liabilities are measured using current enacted tax rates expected to apply to taxable income in the years in which we expect the temporary differences to reverse. The effect of a change in tax rates on deferred taxes is recognized in income in the period that includes the enactment date.

We routinely evaluate the likelihood of realizing the benefit of our deferred tax assets and may record a valuation allowance if, based on all available evidence, we determine that some portion of the tax benefit will not be realized. In evaluating our ability to recover our deferred tax assets within the jurisdictions from which they arise, we consider all available positive and negative evidence, including scheduled reversals of deferred tax liabilities, projected future taxable income, tax-planning strategies, and results of recent operations. If we determine that we would be able to realize our deferred tax assets in the future in excess of their net recorded amount, we would make an adjustment to the deferred tax asset valuation allowance, which would reduce the provision for income taxes.

In addition, our income tax returns are periodically audited by domestic and foreign tax authorities. These audits include review of our tax filing positions, including the timing and amount of deductions taken and the allocation of income between tax jurisdictions. We evaluate our exposures associated with our various tax filing positions and recognize a tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained upon examination by the relevant taxing authorities, including resolutions of any related appeals or litigation processes, based on the technical merits of our position. The tax benefits recognized in the financial statements from such a position are measured based on the largest benefit that has a greater than 50% likelihood of being realized upon ultimate settlement. For uncertain tax positions that do not meet this threshold, we record a related liability. We adjust our unrecognized tax benefit liability and income tax expense in the period in which the uncertain tax position is effectively settled, the statute of limitations expires for the relevant taxing authority to examine the tax position or when new information becomes available.

Starbucks recognizes interest and penalties related to income tax matters in income tax expense on our consolidated statements of earnings. Accrued interest and penalties are included within the related tax liability on our consolidated balance sheets.

### ***Stock Split***

On April 9, 2015, we effected a two -for-one stock split of our \$0.001 par value common stock for shareholders of record as of March 30, 2015. All share and per-share data in our consolidated financial statements and notes has been retroactively adjusted to reflect this stock split. We adjusted shareholders' equity to reflect the stock split by reclassifying an amount equal to the par value of the additional shares arising from the split from retained earnings to common stock during the second quarter of fiscal 2015, resulting in no net impact to shareholders' equity on our consolidated balance sheets.

### ***Earnings per Share***

Basic earnings per share is computed based on the weighted average number of shares of common stock outstanding during the period. Diluted earnings per share is computed based on the weighted average number of shares of common stock and the effect of dilutive potential common shares outstanding during the period, calculated using the treasury stock method. Dilutive potential common shares include outstanding stock options and RSUs. Performance-based RSUs are considered dilutive when the related performance criterion has been met.

### ***Common Stock Share Repurchases***

We may repurchase shares of Starbucks common stock under a program authorized by our Board of Directors, including pursuant to a contract, instruction or written plan meeting the requirements of Rule 10b5-1(c)(1) of the Securities Exchange Act of 1934. Under applicable Washington State law, shares repurchased are retired and not displayed separately as treasury stock on the financial statements. Instead, the par value of repurchased shares is deducted from common stock and the excess repurchase price over par value is deducted from additional paid-in capital and from retained earnings, once additional paid-in capital is depleted.



### ***Recent Accounting Pronouncements***

In August 2017, the Financial Accounting Standards Board (“FASB”) amended its guidance on the financial reporting of hedging relationships. The new guidance eliminates the requirement to separately measure and report hedge ineffectiveness, expands permissible cash flow hedges on contractually specified components, and simplifies hedge documentation and effectiveness assessment. The guidance will be effective at the beginning of our first quarter of fiscal year 2020 and will require a modified retrospective approach on existing cash flow and net investment hedges. The presentation and disclosure requirements will be applied prospectively. We are currently evaluating the impact this guidance will have on our consolidated financial statements and the timing of adoption.

In January 2017, the FASB issued guidance that simplifies the measurement of goodwill impairment. Under this new guidance, an impairment charge, if triggered, is calculated as the difference between a reporting unit’s carrying value and fair value, but it is limited to the carrying value of goodwill. During the second quarter of fiscal 2017, we elected to early-adopt this guidance on a prospective basis.

In October 2016, the FASB issued guidance on the accounting for income tax effects of intercompany sales or transfers of assets other than inventory. The guidance requires entities to recognize the income tax impact of an intra-entity sale or transfer of an asset other than inventory when the sale or transfer occurs, rather than when the asset has been sold to an outside party. The guidance will require a modified retrospective application with a cumulative catch-up adjustment to opening retained earnings at the beginning of our first quarter of fiscal 2019 but permits adoption in an earlier period. We are currently evaluating the impact this guidance will have on our consolidated financial statements and the timing of adoption.

In June 2016, the FASB issued guidance on the measurement and recognition of credit losses on most financial assets. For trade receivables, loans, and held-to-maturity debt securities, the current probable loss recognition methodology is being replaced by an expected credit loss model. For available-for-sale debt securities, the recognition model on credit losses is generally unchanged, except the losses will be presented as an adjustable allowance. The guidance will be applied retrospectively with the cumulative effect recognized as of the date of adoption. The guidance will become effective at the beginning of our first quarter of fiscal 2021 but can be adopted as early as the beginning of our first quarter of fiscal 2020. We are currently evaluating the impact this guidance will have on our consolidated financial statements and the timing of adoption.

In March 2016, the FASB issued guidance related to stock-based compensation, which changes the accounting and classification of excess tax benefits and minimum tax withholdings on share-based awards. With this adoption, excess tax benefits and tax deficiencies related to stock-based compensation will be prospectively reflected as a reduction of, or increase in, income tax expense in our consolidated statement of earnings instead of additional paid-in capital on our consolidated balance sheet. Additionally, within our consolidated statement of cash flows, this guidance will require excess tax benefits to be presented as an operating activity, rather than a financing activity, in the same manner as other cash flows related to income taxes. As a result, we expect the adoption will have a significant impact on income tax expense and earnings per share, as reported in our consolidated statement of earnings and consolidated statement of cash flows. We will adopt this guidance in the first quarter of fiscal 2018. If the new guidance had been adopted for fiscal years 2017, 2016 and 2015, approximately \$78 million, \$125 million and \$132 million, respectively, of excess net tax benefits recorded to additional paid-in capital would have been recorded as a reduction to income tax expense. Excess tax benefits or deficiencies are based on our stock price at the time stock options are exercised or when restricted stock units vest, therefore prior year amounts are not indicative of the future impact of this guidance.

In March 2016, the FASB issued guidance for financial liabilities resulting from selling prepaid stored value products that are redeemable at third-party merchants. Under the new guidance, expected breakage amounts associated with these products must be recognized proportionately in earnings as redemption occurs. Our current accounting policy of applying the remote method to all of our stored value cards, including cards redeemable at the third-party licensed locations, will no longer be allowed. We will adopt and implement the provisions of this guidance and the new revenue recognition standard issued by the FASB, as discussed below, in the first quarter of fiscal 2019.

In February 2016, the FASB issued guidance on the recognition and measurement of leases. Under the new guidance, lessees are required to recognize a lease liability, which represents the discounted obligation to make future minimum lease payments, and a corresponding right-of-use asset on the balance sheet for most leases. The guidance retains the current accounting for lessors and does not make significant changes to the recognition, measurement, and presentation of expenses and cash flows by a lessee. Enhanced disclosures will also be required to give financial statement users the ability to assess the amount, timing and uncertainty of cash flows arising from leases. The guidance will require modified retrospective application at the beginning of our first quarter of fiscal 2020, with optional practical expedients, but permits adoption in an earlier period. We are currently evaluating the impact this guidance will have on our consolidated financial statements. We expect this adoption will result in a material increase in the assets and liabilities on our consolidated balance sheets but will likely have an insignificant impact on our consolidated statements of earnings. In preparation for adoption of the guidance, we are in the process of implementing controls and key system changes to enable the preparation of financial information.

In April 2015, the FASB issued guidance on the financial statement presentation of debt issuance costs. This guidance requires these costs to be presented in the balance sheet as a reduction of the related debt liability rather than as an asset. We retrospectively adopted this guidance in the first quarter of fiscal 2017, which resulted in the reclassification of \$17.0 million of debt issuance costs previously presented in prepaid expenses and other current assets and other long-term assets to long-term debt in our consolidated balance sheet as of October 2, 2016. Components of our long-term debt and aggregate debt issuance costs and unamortized premium are disclosed in [Note 9](#), Debt.

In May 2014, the FASB issued guidance outlining a single comprehensive model for entities to use in accounting for revenue arising from contracts with customers that supersedes most current revenue recognition guidance. This guidance requires an entity to recognize revenue when it transfers promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The new guidance may be applied retrospectively to each prior period presented or retrospectively with the cumulative effect recognized as of the date of adoption. We are currently evaluating the overall impact this guidance will have on our consolidated financial statements, as well as the expected method of adoption. Based on our continued assessment, which may identify other accounting impacts, we have determined the adoption will change the timing of recognition and classification of our stored value card breakage income, which is currently recognized using the remote method and recorded in interest income and other, net. The new guidance will require application of the proportional method and classification within total net revenues on our consolidated statements of earnings. Additionally, the new guidance requires enhanced disclosures, including revenue recognition policies to identify performance obligations to customers and significant judgments in measurement and recognition. We will adopt this guidance in the first quarter of fiscal 2019.

## **Note 2: Acquisitions and Divestitures**

### *Fiscal 2017*

In the fourth quarter of fiscal 2017, we sold our company-operated retail store assets and operations in Singapore to Maxim's Caterers Limited, converting these operations to a fully licensed market, for a total of \$119.9 million . This transaction resulted in a pre-tax gain of \$83.9 million , which was included in interest income and other, net on our consolidated statements of earnings.

### *Fiscal 2016*

During the third quarter of fiscal 2016, we sold our ownership interest in our Germany retail business to AmRest Holdings SE for a total of \$47.3 million . This transaction converted these company-operated stores to a fully licensed market and resulted in an insignificant pre-tax gain, which was included in interest income and other, net on our condensed consolidated statements of earnings.

### *Fiscal 2015*

During the fourth quarter of fiscal 2015, we sold our company-operated retail store assets and operations in Puerto Rico to Baristas Del Caribe, LLC, converting these operations to a fully licensed market, for a total of \$8.9 million . This transaction resulted in an insignificant pre-tax gain, which was included in interest income and other, net on the consolidated statements of earnings.

On September 23, 2014 , we entered into a tender offer bid agreement with Starbucks Coffee Japan, Ltd. ("Starbucks Japan"), at the time a 39.5% owned equity method investment, and our former joint venture partner, Sazaby League, Ltd. ("Sazaby"), to acquire the remaining 60.5% ownership interest in Starbucks Japan for approximately \$876 million , through a two-step tender offer. Acquiring Starbucks Japan further leverages our existing infrastructure to continue disciplined retail store growth and expand our presence into other channels in the Japan market, such as CPG, licensing and foodservice .

The following table summarizes the final allocation of the total consideration to the fair values of the assets acquired and liabilities assumed as of October 31, 2014, which are reported within our China/Asia Pacific segment (*in millions*) :

<b>Consideration:</b>	
Cash paid for Sazaby's 39.5% equity interest	\$ 508.7
Fair value of our preexisting 39.5% equity interest	577.0
<b>Total consideration</b>	<b>\$ 1,085.7</b>
<b>Fair value of assets acquired and liabilities assumed:</b>	
Cash and cash equivalents	\$ 224.4
Accounts receivable, net	37.4
Inventories	26.4
Prepaid expenses and other current assets	35.7
Property, plant and equipment	282.9
Other long-term assets	141.4
Other intangible assets	323.0
Goodwill	815.6
<b>Total assets acquired</b>	<b>1,886.8</b>
Accounts payable	(54.5)
Accrued liabilities	(115.9)
Stored value card liability	(36.5)
Deferred income taxes	(67.3)
Other long-term liabilities	(115.8)
<b>Total liabilities assumed</b>	<b>(390.0)</b>
<b>Noncontrolling interest</b>	<b>(411.1)</b>
<b>Total consideration</b>	<b>\$ 1,085.7</b>

Other current and long-term assets acquired primarily include various deposits, specifically lease and key money deposits. Accrued liabilities and other long-term liabilities assumed primarily include financing obligations associated with build-to-suit leases as well as asset retirement obligations.

The intangible assets are finite-lived and include reacquired rights, licensing agreements with Starbucks Japan's current licensees and Starbucks Japan's customer loyalty program. The reacquired rights to exclusively operate licensed Starbucks® retail stores in Japan were assigned a fair value of \$305.0 million; these rights will be amortized on a straight-line basis through March 2021. Amortization expense for these finite-lived intangible assets for fiscal year 2017 was \$48.4 million, and, as of October 1, 2017, accumulated amortization was \$139.1 million. Future amortization expense is estimated to be approximately \$47.0 million each year for the next three years, \$24.0 million in the fourth year and \$5 million thereafter.

The \$815.6 million of goodwill represents the intangible assets that do not qualify for separate recognition and primarily includes the acquired customer base, the acquired workforce including store partners in the region that have strong relationships with these customers, the existing geographic retail and online presence, and the expected geographic presence in new channels. The goodwill was allocated to the China/Asia Pacific segment and is not deductible for income tax purposes. Due to foreign currency translation, the balance of goodwill related to the acquisition decreased \$32.2 million to \$783.4 million as of October 1, 2017.

As a result of this acquisition, we remeasured the carrying value of our preexisting 39.5% equity method investment to fair value, which resulted in a pre-tax gain of \$390.6 million that was presented separately as gain resulting from acquisition of joint venture within other income and expenses on the consolidated statements of earnings.

We began consolidating Starbucks Japan's results of operations and cash flows into our consolidated financial statements beginning after October 31, 2014. For the year ended September 27, 2015, Starbucks Japan's net revenues and net earnings included in our consolidated statement of earnings were \$1.1 billion and \$108.5 million, respectively.

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The following table provides the supplemental pro forma revenue and net earnings of the combined entity had the acquisition date of Starbucks Japan been the first day of our first quarter of fiscal 2014 rather than during our first quarter of fiscal 2015 (*in millions*) :

	Pro Forma (unaudited)	
	Year Ended	
	Sep 27, 2015	
Revenue	\$	19,254.5
Net earnings attributable to Starbucks		2,380.9

The amounts in the supplemental pro forma earnings for the period presented above fully eliminate intercompany transactions, apply our accounting policies and reflect adjustments for additional occupancy costs, depreciation and amortization that would have been charged assuming the same fair value adjustments to leases, property, plant and equipment and acquired intangibles had been applied on September 30, 2013, including the acquisition-related gain. These pro forma results are unaudited and are not necessarily indicative of results of operations that would have occurred had the acquisition actually occurred in the prior year period or indicative of the results of operations for any future period.

**Note 3: Derivative Financial Instruments**

**Interest Rates**

We are subject to interest rate volatility with regard to existing and future issuances of debt. From time to time, we enter into swap agreements to manage our exposure to interest rate fluctuations.

To hedge the variability in cash flows due to changes in benchmark interest rates, we enter into interest rate swap agreements related to anticipated debt issuances. These agreements are cash settled at the time of the pricing of the related debt. The effective portion of the derivative's gain or loss is recorded in accumulated other comprehensive income ("AOCI") and is subsequently reclassified to interest expense over the life of the related debt. During fiscal 2016, we entered into forward-starting interest rate swap agreements with an aggregate notional amount of \$375 million related to the \$500 million and \$250 million of 5-year 2.100% Senior Notes (the "2021 notes") due February 2021 and \$500 million of 10-year 2.450% Senior Notes (the "2026 notes") due June 2026. Refer to [Note 9](#), Debt, for details of the components of our long-term debt. We cash settled these swap agreements at the time of pricing the 2021 and 2026 notes.

To hedge the exposure to changes in the fair value of our fixed-rate debt, we enter into interest rate swap agreements, which are designated as fair value hedges. The changes in fair value of these derivative instruments and the offsetting changes in fair values of the underlying hedged debt are recorded in interest expense and have an insignificant impact on our consolidated statement of earnings. We entered into an interest rate swap agreement during the third quarter of fiscal 2017 related to our 3.850% Senior Notes due in October 2023 ("2023 notes"). Refer to [Note 9](#), Debt, for additional information on our long-term debt.

**Foreign Currency**

To reduce cash flow volatility from foreign currency fluctuations, we enter into forward and swap contracts to hedge portions of cash flows of anticipated intercompany royalty payments, inventory purchases and intercompany borrowing and lending activities. The effective portion of the derivative's gain or loss is recorded in AOCI and is subsequently reclassified to revenue, cost of sales including occupancy costs or interest income and other, net, respectively, when the hedged exposure affects net earnings.

To mitigate foreign currency transaction risk of intercompany borrowings, we enter into cross-currency swap contracts, which are designated as cash flow hedges. Gains and losses from these swaps offset the changes in value of interest and principal payments as a result of changes in foreign exchange rates. There are no credit-risk-related contingent features associated with these swaps, although we may hold or post collateral depending upon the gain or loss position of the swap agreements.

We also enter into forward contracts or use foreign currency-denominated debt to hedge the foreign currency exposure of our net investment in certain international operations. The effective portion of the derivative's gain or loss is recorded in AOCI and is subsequently reclassified to net earnings when the hedged net investment is either sold or substantially liquidated.

To mitigate the foreign exchange risk of certain balance sheet items, we enter into foreign currency forward and swap contracts that are not designated as hedging instruments. Gains and losses from these derivatives are largely offset by the financial impact of translating foreign currency denominated payables and receivables; both are recorded in interest income and other, net.

### Commodities

Depending on market conditions, we may enter into coffee futures contracts and collars to hedge a portion of anticipated cash flows under our price-to-be-fixed green coffee contracts, which are described further in [Note 5](#), Inventories. The effective portion of each derivative's gain or loss is recorded in AOCI and is subsequently reclassified to cost of sales including occupancy costs when the hedged exposure affects net earnings.

To mitigate the price uncertainty of a portion of our future purchases, primarily of dairy products, diesel fuel and other commodities, we enter into swap contracts, futures and collars that are not designated as hedging instruments. Gains and losses from these derivatives are recorded in interest income and other, net and help offset price fluctuations on our beverage, food, packaging and transportation costs, which are included in cost of sales including occupancy costs on our consolidated statements of earnings.

Gains and losses on derivative contracts designated as hedging instruments included in AOCI and expected to be reclassified into earnings within 12 months, net of tax (*in millions*):

	Net Gains/(Losses) Included in AOCI			Net Gains/(Losses) Expected to be Reclassified from AOCI into Earnings within 12 Months	Contract Remaining Maturity (Months)
	Oct 1, 2017	Oct 2, 2016	Sep 27, 2015		
Cash Flow Hedges:					
Interest rates	\$ 17.6	\$ 20.5	\$ 30.1	\$ 3.0	0
Cross-currency swaps	(6.0)	(7.7)	(27.8)	—	86
Foreign currency - other	(9.1)	(0.4)	29.0	(5.8)	36
Coffee	(6.6)	(1.6)	(5.7)	(6.6)	4
Net Investment Hedges:					
Foreign currency	16.2	1.3	1.3	0.1	0
Foreign currency debt	(2.2)	—	—	—	79

Pretax gains and losses on derivative contracts designated as hedging instruments recognized in other comprehensive income (“OCI”) and reclassifications from AOCI to earnings (*in millions*):

	Year Ended					
	Gains/(Losses) Recognized in OCI Before Reclassifications			Gains/(Losses) Reclassified from AOCI to Earnings		
	Oct 1, 2017	Oct 2, 2016	Sep 27, 2015	Oct 1, 2017	Oct 2, 2016	Sep 27, 2015
Cash Flow Hedges:						
Interest rates	\$ —	\$ (10.3)	\$ (6.8)	\$ 4.8	\$ 5.0	\$ 3.2
Cross-currency swaps	59.5	(75.7)	11.4	57.2	(101.1)	46.2
Foreign currency - other	1.8	(25.4)	52.0	11.4	19.1	26.1
Coffee	(8.1)	1.7	(9.0)	(2.7)	(2.8)	(3.5)
Net Investment Hedges:						
Foreign currency	23.6	—	4.3	—	—	7.2
Foreign currency debt	(3.5)	—	—	—	—	—

Pretax gains and losses on non-designated derivatives and designated fair value hedging instruments recognized in earnings ( *in millions* ):

	Gains/(Losses) Recognized in Earnings		
	Oct 1, 2017	Oct 2, 2016	Sep 27, 2015
<b>Non-Designated Derivatives:</b>			
Foreign currency - other	\$ 4.6	\$ (5.7)	\$ 27.1
Dairy	—	(5.5)	(3.8)
Diesel fuel and other commodities	1.3	(0.2)	(9.0)
<b>Designated Fair Value Hedging Instruments:</b>			
Interest rate swap	(5.2)	—	—

Notional amounts of outstanding derivative contracts ( *in millions* ) :

	Oct 1, 2017	Oct 2, 2016
Interest rate swap	\$ 750	\$ —
Cross-currency swaps	514	660
Foreign currency - other	901	688
Coffee	—	7
Dairy	14	76
Diesel fuel and other commodities	41	46

Fair value of outstanding derivative contracts ( *in millions* ):

	Derivative Assets		Derivative Liabilities	
	Oct 1, 2017	Oct 2, 2016	Oct 1, 2017	Oct 2, 2016
<b>Designated Derivative Instruments:</b>				
Cross-currency swaps	\$ 12.4	\$ —	\$ 9.8	\$ 57.0
Foreign currency - other	7.7	20.8	20.8	24.0
Coffee	—	1.8	—	—
Net investment hedges	0.3	—	—	—
Interest rate swap	—	—	3.8	—
<b>Non-designated Derivative Instruments:</b>				
Foreign currency	15.8	6.2	1.4	6.5
Dairy	—	1.5	2.4	1.6
Diesel fuel and other commodities	1.6	3.8	0.3	0.5

Additional disclosures related to cash flow hedge gains and losses included in AOCI, as well as subsequent reclassifications to earnings, are included in [Note 11](#), Equity.

**Note 4: Fair Value Measurements**
*Assets and Liabilities Measured at Fair Value on a Recurring Basis (in millions):*

	Balance at Oct 1, 2017	Fair Value Measurements at Reporting Date Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
<b>Assets:</b>				
Cash and cash equivalents	\$ 2,462.3	\$ 2,462.3	\$ —	\$ —
Short-term investments:				
Available-for-sale securities				
Agency obligations	7.5	—	7.5	—
Commercial paper	2.0	—	2.0	—
Corporate debt securities	49.4	—	49.4	—
Foreign government obligations	7.1	—	7.1	—
U.S. government treasury securities	81.4	81.4	—	—
Mortgage and other asset-backed securities	2.0	—	2.0	—
Certificates of deposit	2.3	—	2.3	—
Total available-for-sale securities	151.7	81.4	70.3	—
Trading securities	76.9	76.9	—	—
Total short-term investments	228.6	158.3	70.3	—
Prepaid expenses and other current assets:				
Derivative assets	13.4	0.1	13.3	—
Long-term investments:				
Available-for-sale securities				
Agency obligations	21.8	—	21.8	—
Corporate debt securities	207.4	—	207.4	—
Auction rate securities	5.9	—	—	5.9
Foreign government obligations	17.1	—	17.1	—
U.S. government treasury securities	127.4	127.4	—	—
State and local government obligations	7.0	—	7.0	—
Mortgage and other asset-backed securities	155.7	—	155.7	—
Total long-term investments	542.3	127.4	409.0	5.9
Other long-term assets:				
Derivative assets	24.4	—	24.4	—
Total assets	\$ 3,271.0	\$ 2,748.1	\$ 517.0	\$ 5.9
<b>Liabilities:</b>				
Accrued liabilities:				
Derivative liabilities	\$ 16.4	\$ 2.5	\$ 13.9	\$ —
Other long-term liabilities:				
Derivative liabilities	22.1	—	22.1	—
Total liabilities	\$ 38.5	\$ 2.5	\$ 36.0	\$ —

	Balance at Oct 2, 2016	Fair Value Measurements at Reporting Date Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
<b>Assets:</b>				
Cash and cash equivalents	\$ 2,128.8	\$ 2,128.8	\$ —	\$ —
Short-term investments:				
Available-for-sale securities				
Agency obligations	1.3	—	1.3	—
Commercial paper	2.6	—	2.6	—
Corporate debt securities	34.2	—	34.2	—
Foreign government obligations	5.5	—	5.5	—
U.S. government treasury securities	15.8	15.8	—	—
State and local government obligations	0.5	—	0.5	—
Certificates of deposit	5.8	—	5.8	—
Total available-for-sale securities	65.7	15.8	49.9	—
Trading securities	68.7	68.7	—	—
Total short-term investments	134.4	84.5	49.9	—
Prepaid expenses and other current assets:				
Derivative assets	27.7	3.1	24.6	—
Long-term investments:				
Available-for-sale securities				
Agency obligations	44.4	—	44.4	—
Corporate debt securities	459.3	—	459.3	—
Auction rate securities	5.7	—	—	5.7
Foreign government obligations	46.7	—	46.7	—
U.S. government treasury securities	358.2	358.2	—	—
State and local government obligations	57.5	—	57.5	—
Mortgage and other asset-backed securities	169.9	—	169.9	—
Total long-term investments	1,141.7	358.2	777.8	5.7
Other long-term assets:				
Derivative assets	6.4	—	6.4	—
Total assets	\$ 3,439.0	\$ 2,574.6	\$ 858.7	\$ 5.7
<b>Liabilities:</b>				
Accrued liabilities:				
Derivative liabilities	\$ 18.0	\$ 1.7	\$ 16.3	\$ —
Other long-term liabilities:				
Derivative liabilities	71.6	—	71.6	—
Total	\$ 89.6	\$ 1.7	\$ 87.9	\$ —

There were no material transfers between levels and there was no significant activity within Level 3 instruments during the periods presented. The fair values of any financial instruments presented above exclude the impact of netting assets and liabilities when a legally enforceable master netting agreement exists.

#### *Available-for-sale Securities*

Long-term investments generally mature within 5 years. Proceeds from sales of available-for-sale securities were \$999.7 million, \$680.7 million, and \$600.6 million for fiscal years 2017, 2016 and 2015, respectively. Realized gains and losses on sales and maturities of available-for-sale securities were not material for fiscal years 2017, 2016, and 2015. Gross unrealized holding gains and losses on available-for-sale securities were not material as of October 1, 2017 and October 2, 2016.



**Trading Securities**

Trading securities include equity mutual funds and exchange-traded funds. Our trading securities portfolio approximates a portion of our liability under our Management Deferred Compensation Plan (“MDCP”), a defined contribution plan. Our MDCP liability was \$105.9 million and \$101.5 million as of October 1, 2017 and October 2, 2016, respectively. The changes in net unrealized holding gains and losses in the trading securities portfolio included in earnings for fiscal years 2017 and 2016 were net gains of \$10.5 million and \$3.6 million and a net loss of \$4.5 million in fiscal year 2015. Gross unrealized holding gains and losses on trading securities were not material as of October 1, 2017 and October 2, 2016.

**Derivative Assets and Liabilities**

Derivative assets and liabilities include foreign currency forward contracts, commodity futures contracts, collars and swaps, which are described further in [Note 3](#), Derivative Financial Instruments.

**Assets and Liabilities Measured at Fair Value on a Nonrecurring Basis**

Assets and liabilities recognized or disclosed at fair value on a nonrecurring basis include items such as property, plant and equipment, goodwill and other intangible assets, equity and cost method investments, and other assets. These assets are measured at fair value if determined to be impaired. Impairment of property, plant, and equipment is included at [Note 1](#), Summary of Significant Accounting Policies.

Other than the impairments discussed in [Note 8](#), Other Intangible Assets and Goodwill, and the aforementioned fair value adjustments, there were no other material fair value adjustments during fiscal 2017 and 2016.

**Fair Value of Other Financial Instruments**

The estimated fair value of our long-term debt based on the quoted market price (Level 2) is included at [Note 9](#), Debt.

**Note 5: Inventories (in millions)**

	Oct 1, 2017	Oct 2, 2016
Coffee:		
Unroasted	\$ 541.0	\$ 561.6
Roasted	301.1	300.4
Other merchandise held for sale	301.1	308.6
Packaging and other supplies	220.8	207.9
Total	<u>\$ 1,364.0</u>	<u>\$ 1,378.5</u>

Other merchandise held for sale includes, among other items, serveware and tea. Inventory levels vary due to seasonality, commodity market supply and price fluctuations.

As of October 1, 2017, we had committed to purchasing green coffee totaling \$860 million under fixed-price contracts and an estimated \$336 million under price-to-be-fixed contracts. As of October 1, 2017, none of our price-to-be-fixed contracts were effectively fixed through the use of futures contracts. Price-to-be-fixed contracts are purchase commitments whereby the quality, quantity, delivery period and other negotiated terms are agreed upon, but the date, and therefore the price, at which the base “C” coffee commodity price component will be fixed has not yet been established. For most contracts, either Starbucks or the seller has the option to “fix” the base “C” coffee commodity price prior to the delivery date. For other contracts, Starbucks and the seller may agree upon pricing parameters determined by the base “C” coffee commodity price. Until prices are fixed, we estimate the total cost of these purchase commitments. We believe, based on relationships established with our suppliers in the past, the risk of non-delivery on these purchase commitments is remote.

**Note 6: Equity and Cost Investments (in millions)**

	Oct 1, 2017	Oct 2, 2016
Equity method investments	\$ 432.8	\$ 305.7
Cost method investments	48.8	48.8
<b>Total</b>	<b>\$ 481.6</b>	<b>\$ 354.5</b>

**Equity Method Investments**

As of October 1, 2017, we had a 50% ownership interest in each of the following international equity method investees: President Starbucks Coffee (East China); Starbucks Coffee Korea Co., Ltd.; President Starbucks Coffee Corporation (Taiwan) Company Limited; and Tata Starbucks Limited (India). These international entities operate licensed Starbucks® retail stores. We further describe the pending transactions to acquire East China and to divest Taiwan in [Note 15](#), Commitments and Contingencies.

We also license the rights to produce and distribute Starbucks-branded products to our 50% owned joint venture, The North American Coffee Partnership with the Pepsi-Cola Company, which develops and distributes bottled Starbucks® beverages, including Frappuccino® coffee drinks, Starbucks Doubleshot® espresso drinks, Starbucks Refreshers® beverages, and Starbucks® Iced Espresso Classics.

In the first quarter of fiscal 2016, we sold our 49% ownership interest in our Spanish joint venture, Starbucks Coffee España, S.L. (“Starbucks Spain”), to our joint venture partner, Sigla S.A. (Grupo Vips), for a total purchase price of \$30.2 million. This transaction resulted in an insignificant pre-tax gain, which was included in interest income and other, net on our consolidated statements of earnings.

Our share of income and losses from our equity method investments is included in income from equity investees on our consolidated statements of earnings. Also included in this line item is our proportionate share of gross profit resulting from coffee and other product sales to, and royalty and license fee revenues generated from, equity investees. Revenues generated from these related parties were \$187.3 million, \$164.2 million, and \$153.4 million in fiscal years 2017, 2016 and 2015, respectively. Related costs of sales were \$109.3 million, \$97.5 million, and \$94.5 million in fiscal years 2017, 2016 and 2015, respectively. As of October 1, 2017 and October 2, 2016, there were \$54.3 million and \$55.7 million of accounts receivable from equity investees, respectively, on our consolidated balance sheets, primarily related to product sales and royalty revenues.

**Cost Method Investments**

As of October 1, 2017 and October 2, 2016, we had \$23 million invested in equity interests of entities that develop and operate Starbucks® licensed stores in several global markets. We have the ability to acquire additional interests in some of these cost method investees at certain intervals. Depending on our total percentage ownership interest and our ability to exercise significant influence over financial and operating policies, additional investments may require application of the equity method of accounting.

**Note 7: Supplemental Balance Sheet Information (in millions)**
**Property, Plant and Equipment, net**

	Oct 1, 2017	Oct 2, 2016
Land	\$ 46.9	\$ 46.6
Buildings	481.7	458.4
Leasehold improvements	6,401.0	5,892.9
Store equipment	2,110.7	1,931.7
Roasting equipment	619.8	605.4
Furniture, fixtures and other	1,514.1	1,366.9
Work in progress	409.8	271.4
Property, plant and equipment, gross	11,584.0	10,573.3
Accumulated depreciation	(6,664.5)	(6,039.5)
<b>Property, plant and equipment, net</b>	<b>\$ 4,919.5</b>	<b>\$ 4,533.8</b>

### Accrued Liabilities

	Oct 1, 2017	Oct 2, 2016
Accrued compensation and related costs	\$ 524.5	\$ 510.8
Accrued occupancy costs	151.3	137.5
Accrued taxes	226.6	368.4
Accrued dividends payable	429.5	365.1
Accrued capital and other operating expenditures	602.6	617.3
Total accrued liabilities	<u>\$ 1,934.5</u>	<u>\$ 1,999.1</u>

### Note 8: Other Intangible Assets and Goodwill

#### Indefinite-Lived Intangible Assets

<i>(in millions)</i>	Oct 1, 2017	Oct 2, 2016
Trade names, trademarks and patents	\$ 212.1	\$ 207.8
Other indefinite-lived intangible assets	15.1	15.1
Total indefinite-lived intangible assets	<u>\$ 227.2</u>	<u>\$ 222.9</u>

Additional disclosure regarding changes in our intangible assets due to acquisitions is included at [Note 2](#), Acquisitions and Divestitures.

#### Goodwill

Changes in the carrying amount of goodwill by reportable operating segment *(in millions)* :

	Americas	China/Asia Pacific	EMEA	Channel Development	All Other Segments	Total
Goodwill balance at September 27, 2015	\$ 211.2	\$ 804.1	\$ 57.4	\$ 23.8	\$ 478.9	\$ 1,575.4
Acquisition/(divestiture)	—	—	(2.6)	—	5.3	2.7
Other	0.4	140.8	0.3	—	—	141.5
Goodwill balance at October 2, 2016	\$ 211.6	\$ 944.9	\$ 55.1	\$ 23.8	\$ 484.2	\$ 1,719.6
Acquisition/(divestiture)	—	(7.6)	—	—	—	(7.6)
Impairment	—	—	(17.9)	—	(69.3)	(87.2)
Other	1.5	(87.1)	—	—	—	(85.6)
Goodwill balance at October 1, 2017	<u>\$ 213.1</u>	<u>\$ 850.2</u>	<u>\$ 37.2</u>	<u>\$ 23.8</u>	<u>\$ 414.9</u>	<u>\$ 1,539.2</u>

“Other” primarily consists of changes in the goodwill balance as a result of foreign currency translation.

During the third quarter of fiscal 2017, management finalized its long-term strategy for the Teavana reporting unit. The plan emphasizes sales of premium Teavana™ tea products at Starbucks branded stores and, to a lesser extent, consumer product channels. The existing portfolio of Teavana-branded retail stores are expected to be closed over the next several quarters. This change in strategic direction triggered an impairment test first of the retail store assets and then an impairment test of the goodwill asset, which also coincided with our annual goodwill testing process. For goodwill, we utilized a combination of income and market approaches to determine the implied fair value of the reporting unit. These approaches used primarily unobservable inputs, including discount, sales growth and royalty rates and valuation multiples of a selection of similar publicly traded companies, which are considered Level 3 fair value measurements. We then compared the implied fair value with the carrying value and recognized a goodwill impairment charge of \$69.3 million, thus reducing goodwill of the Teavana reporting unit to \$398.3 million as of October 1, 2017. The remaining intangible assets for the Teavana reporting unit of \$117.2 million, consisting primarily of the indefinite-lived tradename and finite-lived tea recipes, were also tested, and no impairment losses were recorded.

The ongoing impact of the macro economic challenges we have experienced in our EMEA company-owned markets and the continued strength of the Swiss franc, when compared to the relatively inexpensive euro in surrounding countries, have posed strong headwinds to our Switzerland retail reporting unit. Our latest mitigation efforts incorporated into our Level 3 fair value

calculation for our Switzerland retail business are not expected to fully recover the reporting unit's carrying value given the sustained nature of these and other external factors on consumer behavior and tourism. As a result, we recorded a goodwill impairment charge of \$17.9 million in the third quarter of fiscal 2017, and, as of October 1, 2017, we had approximately \$37 million of goodwill remaining on our condensed consolidated balance sheet associated with this reporting unit.

**Finite-Lived Intangible Assets**

<i>(in millions)</i>	Oct 1, 2017			Oct 2, 2016		
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
Acquired and reacquired rights	\$ 328.8	\$ (154.2)	\$ 174.6	\$ 361.3	\$ (114.5)	\$ 246.8
Acquired trade secrets and processes	27.6	(13.7)	13.9	27.6	(11.0)	16.6
Trade names, trademarks and patents	31.5	(17.6)	13.9	29.4	(15.2)	14.2
Licensing agreements	14.4	(3.8)	10.6	16.0	(2.8)	13.2
Other finite-lived intangible assets	6.7	(5.5)	1.2	7.2	(4.6)	2.6
Total finite-lived intangible assets	<u>\$ 409.0</u>	<u>\$ (194.8)</u>	<u>\$ 214.2</u>	<u>\$ 441.5</u>	<u>\$ (148.1)</u>	<u>\$ 293.4</u>

Amortization expense for finite-lived intangible assets was \$57.5 million, \$57.3 million, and \$50.0 million during fiscal 2017, 2016 and 2015, respectively.

Estimated future amortization expense as of October 1, 2017 (*in millions*):

<b>Fiscal Year Ending</b>	
2018	\$ 55.7
2019	54.5
2020	54.3
2021	31.4
2022	8.0
Thereafter	10.3
Total estimated future amortization expense	<u>\$ 214.2</u>

Additional disclosure regarding changes in our intangible assets due to acquisitions is included at [Note 2](#), Acquisitions and Divestitures.

**Note 9: Debt**

**Revolving Credit Facility and Commercial Paper Program**

Our \$1.5 billion unsecured, revolving credit facility with various banks, of which \$150 million may be used for issuances of letters of credit, is available for working capital, capital expenditures and other corporate purposes, including acquisitions and share repurchases, and is currently set to mature on November 6, 2020. Starbucks has the option, subject to negotiation and agreement with the related banks, to increase the maximum commitment amount by an additional \$750 million. Borrowings under the credit facility will bear interest at a variable rate based on LIBOR, and, for U.S. dollar-denominated loans under certain circumstances, a Base Rate (as defined in the credit facility), in each case plus an applicable margin. The applicable margin is based on the better of (i) the Company's long-term credit ratings assigned by Moody's and Standard & Poor's rating agencies and (ii) the Company's fixed charge coverage ratio, pursuant to a pricing grid set forth in the credit agreement. The current applicable margin is 0.565% for Eurocurrency Rate Loans and 0.00% (nil) for Base Rate Loans. The credit facility contains provisions requiring us to maintain compliance with certain covenants, including a minimum fixed charge coverage ratio, which measures our ability to cover financing expenses. As of October 1, 2017, we were in compliance with all applicable covenants. No amounts were outstanding under our credit facility as of October 1, 2017.

Under our commercial paper program, we may issue unsecured commercial paper notes up to a maximum aggregate amount outstanding at any time of \$1 billion, with individual maturities that may vary but not exceed 397 days from the date of issue. Amounts outstanding under the commercial paper program are required to be backstopped by available commitments under our credit facility discussed above. The proceeds from borrowings under our commercial paper program may be used for working capital needs, capital expenditures and other corporate purposes, including, but not limited to, business expansion, payment of cash dividends on our common stock and share repurchases. As of October 1, 2017, availability under our commercial paper

program was approximately \$0 billion (which represents the full committed credit facility amount, as no amounts were outstanding under our commercial paper program).

In the first quarter of fiscal 2018 we entered into a new credit facility and commercial paper program. See [Note 18](#), Subsequent Events for further detail.

### ***Long-term Debt***

In March 2017, we issued Japanese yen-denominated long-term debt in an underwritten registered public offering. The 7-year 0.372% Senior Notes (the “2024 notes”) due March 2024 were issued with a face value of ¥85 billion, of which ¥81 billion has been designated to hedge the foreign currency exposure of our net investment in Japan. Interest on the 2024 notes is payable semi-annually on March 15 and September 15 of each year, commencing on September 15, 2017.

In December 2016, we repaid the \$400 million of 0.875% Senior Notes (the “2016 notes”) at maturity.

In May 2016, we issued long-term debt in an underwritten registered public offering, which consisted of \$500 million of 10-year 2.450% Senior Notes (the “2026 notes”) due June 2026. Interest on the 2026 notes is payable semi-annually on June 15 and December 15 of each year, commencing on December 15, 2016.

In February 2016, we issued long-term debt in an underwritten registered public offering, which consisted of \$500 million of 5-year 2.100% Senior Notes (the “2021 notes”) due February 2021. In May 2016, we reopened this offering with the same terms and issued an additional \$250 million of Senior Notes (collectively, the “2021 notes”) for an aggregate amount outstanding of \$750 million. Interest on the 2021 notes is payable semi-annually on February 4 and August 4 of each year, commencing on August 4, 2016.

In July 2015, we redeemed \$550 million of 6.250% Senior Notes (the “2017 notes”) originally scheduled to mature in August 2017. The redemption resulted in a charge of \$61.1 million, which is presented separately as loss on extinguishment of debt within other income and expenses on our consolidated statements of earnings. This loss primarily relates to the optional redemption payment as outlined in the 2017 notes indenture, as well as non-cash expenses related to the previously capitalized original issuance costs and accelerated amortization of the unamortized discount. In connection with the redemption, we also reclassified \$2.0 million from accumulated other comprehensive income to interest expense on our consolidated statements of earnings related to remaining unrecognized losses from interest rate contracts entered into in conjunction with the 2017 notes and designated as cash flow hedges.

In June 2015, we issued long-term debt in an underwritten registered public offering, which consisted of \$500 million of 7-year 2.700% Senior Notes (the “2022 notes”) due June 2022, and \$350 million of 30-year 4.300% Senior Notes (the “2045 notes”) due June 2045. Interest on the 2022 and 2045 notes is payable semi-annually on June 15 and December 15 of each year, commencing on December 15, 2015.

Components of long-term debt including the associated interest rates and related fair values by calendar maturity ( *in millions, except interest rates* ) :

<b>Issuance</b>	<b>Oct 1, 2017</b>		<b>Oct 2, 2016</b>		<b>Stated Interest Rate</b>	<b>Effective Interest Rate <sup>(1)</sup></b>
	<b>Face Value</b>	<b>Estimated Fair Value</b>	<b>Face Value</b>	<b>Estimated Fair Value</b>		
2016 notes	\$ —	\$ —	\$ 400.0	\$ 400	0.875%	0.941%
2018 notes	350.0	352	350.0	357	2.000%	2.012%
2021 notes	500.0	501	500.0	511	2.100%	2.293%
2021 notes	250.0	250	250.0	255	2.100%	1.600%
2022 notes	500.0	508	500.0	526	2.700%	2.819%
2023 notes	750.0	806	750.0	839	3.850%	2.859%
2024 notes <sup>(2)</sup>	755.3	760	—	—	0.372%	0.462%
2026 notes	500.0	481	500.0	509	2.450%	2.511%
2045 notes	350.0	381	350.0	417	4.300%	4.348%
Total	3,955.3	4,039	3,600.0	3,814		
Aggregate debt issuance costs and unamortized premium/(discount), net	(17.5)		(14.8)			
Hedge accounting fair value adjustment <sup>(3)</sup>	(5.2)		—			
Total	\$ 3,932.6		\$ 3,585.2			

<sup>(1)</sup> Includes the effects of the amortization of any premium or discount and any gain or loss upon settlement of related treasury locks or forward-starting interest rate swaps utilized to hedge the interest rate risk prior to the debt issuance.

<sup>(2)</sup> Japanese yen-denominated long-term debt.

<sup>(3)</sup> Amount represents the change in fair value due to changes in benchmark interest rates related to our 2023 notes. Refer to [Note 3](#), Derivative Financial Instruments, for additional information on our interest rate swap designated as a fair value hedge.

The indentures under which the above notes were issued also require us to maintain compliance with certain covenants, including limits on future liens and sale and leaseback transactions on certain material properties. As of October 2, 2017, we were in compliance with each of these covenants.

The following table summarizes our long-term debt maturities as of October 1, 2017 by fiscal year ( *in millions* ) :

<b>Fiscal Year</b>	<b>Total</b>
2018	\$ —
2019	350.0
2020	—
2021	750.0
2022	500.0
Thereafter	2,355.3
Total	\$ 3,955.3

#### Note 10: Leases

Rent expense under operating lease agreements ( *in millions* ) :

<b>Fiscal Year Ended</b>	<b>Oct 1, 2017</b>	<b>Oct 2, 2016</b>	<b>Sep 27, 2015</b>
Minimum rent	\$ 1,185.7	\$ 1,092.5	\$ 1,026.3
Contingent rent	143.5	130.7	111.5
Total	\$ 1,329.2	\$ 1,223.2	\$ 1,137.8

Minimum future rental payments under non-cancelable operating leases and lease financing arrangements as of October 1, 2017 (*in millions*) :

Fiscal Year Ending	Operating Leases	Lease Financing Arrangements
2018	\$ 1,213.1	\$ 4.1
2019	1,141.6	4.1
2020	1,068.6	4.1
2021	986.9	4.0
2022	888.1	3.9
Thereafter	3,315.2	38.9
Total minimum lease payments	<u>\$ 8,613.5</u>	<u>\$ 59.1</u>

We have subleases related to certain of our operating leases. During fiscal 2017, 2016 and 2015, we recognized sublease income of \$15.5 million, \$14.6 million, and \$11.9 million, respectively. Additionally, as of October 1, 2017 and October 2, 2016, the gross carrying values of assets related to build-to-suit lease arrangements accounted for as financing leases were \$94.3 million and \$92.7 million, respectively, with associated accumulated depreciation of \$9.0 million and \$6.2 million, respectively. Lease exit costs associated with our restructuring efforts will be recognized concurrently with actual store closures. Total lease exit costs are expected to be approximately \$153.7 million of which \$15.7 million were recorded within restructuring and impairments on the consolidated statement of earnings in fiscal 2017.

#### Note 11: Equity

In addition to 2.4 billion shares of authorized common stock with \$0.001 par value per share, we have authorized 7.5 million shares of preferred stock, none of which was outstanding at October 1, 2017.

We repurchased 37.5 million shares of common stock at a total cost of \$2.1 billion, and 34.9 million shares at a total cost of \$ 2.0 billion for the years ended October 1, 2017 and October 2, 2016, respectively. As of October 1, 2017, 80.3 million shares remained available for repurchase under current authorizations.

#### Comprehensive Income

Comprehensive income includes all changes in equity during the period, except those resulting from transactions with our shareholders. Comprehensive income is comprised of net earnings and other comprehensive income. Accumulated other comprehensive income reported on our consolidated balance sheets consists of foreign currency translation adjustments and other and the unrealized gains and losses, net of applicable taxes, on available-for-sale securities and on derivative instruments designated and qualifying as cash flow and net investment hedges.

Changes in accumulated other comprehensive income ("AOCI") by component, for the years ended October 1, 2017, October 2, 2016, and September 27, 2015, net of tax, are as follows:

<i>(in millions)</i>	Available-for-Sale Securities	Cash Flow Hedges	Net Investment Hedges	Translation Adjustment and Other	Total
<i>October 1, 2017</i>					
Net gains/(losses) in AOCI, beginning of period	\$ 1.1	\$ 10.9	\$ 1.3	\$ (121.7)	\$ (108.4)
Net gains/(losses) recognized in OCI before reclassifications	(6.6)	40.6	12.7	(40.7)	6.0
Net (gains)/losses reclassified from AOCI to earnings	3.0	(55.6)	—	(0.6)	(53.2)
Other comprehensive income/(loss) attributable to Starbucks	(3.6)	(15.0)	12.7	(41.3)	(47.2)
Net gains/(losses) in AOCI, end of period	<u>\$ (2.5)</u>	<u>\$ (4.1)</u>	<u>\$ 14.0</u>	<u>\$ (163.0)</u>	<u>\$ (155.6)</u>

<i>(in millions)</i>	Available-for-Sale Securities	Cash Flow Hedges	Net Investment Hedges	Translation Adjustment and Other	Total
<i>October 2, 2016</i>					
Net gains/(losses) in AOCI, beginning of period	\$ (0.1)	\$ 25.6	\$ 1.3	\$ (226.2)	\$ (199.4)
Net gains/(losses) recognized in OCI before reclassifications	2.2	(82.1)	—	104.5	24.6
Net (gains)/losses reclassified from AOCI to earnings	(1.0)	67.4	—	—	66.4
Other comprehensive income/(loss) attributable to Starbucks	1.2	(14.7)	—	104.5	91.0
Net gains/(losses) in AOCI, end of period	\$ 1.1	\$ 10.9	\$ 1.3	\$ (121.7)	\$ (108.4)

<i>(in millions)</i>	Available-for-Sale Securities	Cash Flow Hedges	Net Investment Hedges	Translation Adjustment and Other	Total
<i>September 27, 2015</i>					
Net gains/(losses) in AOCI, beginning of period	\$ (0.4)	\$ 46.3	\$ 3.2	\$ (23.8)	\$ 25.3
Net gains/(losses) recognized in OCI before reclassifications	0.9	30.8	2.7	(185.6)	(151.2)
Net (gains)/losses reclassified from AOCI to earnings	(0.6)	(51.5)	(4.6)	14.3	(42.4)
Other comprehensive income/(loss) attributable to Starbucks	0.3	(20.7)	(1.9)	(171.3)	(193.6)
Purchase of noncontrolling interest	—	—	—	(31.1)	(31.1)
Net gains/(losses) in AOCI, end of period	\$ (0.1)	\$ 25.6	\$ 1.3	\$ (226.2)	\$ (199.4)

Impact of reclassifications from AOCI on the consolidated statements of earnings *(in millions)* :

AOCI Components	Amounts Reclassified from AOCI			Affected Line Item in the Statements of Earnings
	Fiscal Year Ended			
	Oct 1, 2017	Oct 2, 2016	Sep 27, 2015	
Gains/(losses) on available-for-sale securities	\$ (4.1)	\$ 1.6	\$ 1.0	Interest income and other, net
Gains/(losses) on cash flow hedges				
Interest rate hedges	4.8	5.0	3.2	Interest expense
Cross-currency swaps	57.2	(101.1)	46.2	Interest income and other, net
Foreign currency hedges	3.0	4.9	14.0	Revenue
Foreign currency/coffee hedges	5.7	11.4	8.6	Cost of sales including occupancy costs
Gains/(losses) on net investment hedges <sup>(1)</sup>	—	—	7.2	Gain resulting from acquisition of joint venture
Translation adjustment <sup>(2)</sup>				
Starbucks Japan	—	—	(7.2)	Gain resulting from acquisition of joint venture
Other	0.6	—	(7.1)	Interest income and other, net
	67.2	(78.2)	65.9	Total before tax
	(14.0)	11.8	(23.5)	Tax (expense)/benefit
	\$ 53.2	\$ (66.4)	\$ 42.4	Net of tax

<sup>(1)</sup> Release of pretax cumulative net gains in AOCI related to our net investment derivative instruments used to hedge our preexisting 39.5% equity method investment in Starbucks Japan.

<sup>(2)</sup> Release of cumulative translation adjustments to earnings upon sale or liquidation of foreign business.



**Note 12: Employee Stock and Benefit Plans**

We maintain several equity incentive plans under which we may grant non-qualified stock options, incentive stock options, restricted stock, restricted stock units (“RSUs”) or stock appreciation rights to employees, non-employee directors and consultants. We issue new shares of common stock upon exercise of stock options and the vesting of RSUs. We also have an employee stock purchase plan (“ESPP”).

As of October 1, 2017, there were 73.5 million shares of common stock available for issuance pursuant to future equity-based compensation awards and 13.3 million shares available for issuance under our ESPP.

Stock-based compensation expense recognized in the consolidated financial statements (*in millions*) :

Fiscal Year Ended	Oct 1, 2017	Oct 2, 2016	Sep 27, 2015
Options	\$ 44.3	\$ 42.7	\$ 37.8
RSUs	131.7	175.4	172.0
Total stock-based compensation expense recognized in the consolidated statements of earnings	\$ 176.0	\$ 218.1	\$ 209.8
Total related tax benefit	\$ 57.6	\$ 73.0	\$ 72.3
Total capitalized stock-based compensation included in net property, plant and equipment and inventories on the consolidated balance sheets	\$ 1.9	\$ 1.5	\$ 1.9

**Stock Option Plans**

Stock options to purchase our common stock are granted at the fair value of the stock on the grant date. The majority of options become exercisable in four equal installments beginning a year from the grant date and generally expire 10 years from the grant date. Options granted to non-employee directors generally vest over one to three years. All outstanding stock options are non-qualified stock options.

The fair value of stock option awards was estimated at the grant date with the following weighted average assumptions for fiscal years 2017, 2016 and 2015 :

Fiscal Year Ended	Employee Stock Options Granted During the Period		
	2017	2016	2015
Expected term (in years)	3.9	3.9	4.2
Expected stock price volatility	21.6%	23.9%	22.3%
Risk-free interest rate	1.5%	1.2%	1.1%
Expected dividend yield	1.8%	1.3%	1.6%
Weighted average grant price	\$ 56.12	\$ 60.20	\$ 39.89
Estimated fair value per option granted	\$ 8.56	\$ 10.54	\$ 6.58

The expected term of the options represents the estimated period of time until exercise and is based on historical experience of similar awards, giving consideration to the contractual terms, vesting schedules and expectations of future employee behavior. Expected stock price volatility is based on a combination of historical volatility of our stock and the one-year implied volatility of Starbucks traded options, for the related vesting periods. The risk-free interest rate is based on the implied yield available on U.S. Treasury zero-coupon issues with an equivalent remaining term. The dividend yield assumption is based on our anticipated cash dividend payouts. The amounts shown above for the estimated fair value per option granted are before the estimated effect of forfeitures, which reduce the amount of expense recorded in the consolidated statements of earnings.

Stock option transactions for the year ended October 1, 2017 (in millions, except per share and contractual life amounts) :

	Shares Subject to Options	Weighted Average Exercise Price per Share	Weighted Average Remaining Contractual Life (Years)	Aggregate Intrinsic Value
Outstanding, October 2, 2016	31.3	\$ 30.59	5.8	\$ 771
Granted	7.1	56.12		
Exercised	(5.3)	23.16		
Expired/forfeited	(1.7)	51.13		
Outstanding, October 1, 2017	31.4	36.51	5.8	589
Exercisable, October 1, 2017	19.7	26.42	4.2	552
Vested and expected to vest, October 1, 2017	30.0	35.60	5.6	587

The aggregate intrinsic value in the table above, which is the amount by which the market value of the underlying stock exceeded the exercise price of outstanding options, is before applicable income taxes and represents the amount optionees would have realized if all in-the-money options had been exercised on the last business day of the period indicated.

As of October 1, 2017, total unrecognized stock-based compensation expense, net of estimated forfeitures, related to nonvested options was approximately \$38 million, before income taxes, and is expected to be recognized over a weighted average period of approximately 2.7 years. The total intrinsic value of options exercised was \$181 million, \$254 million, and \$358 million during fiscal years 2017, 2016 and 2015, respectively. The total fair value of options vested was \$40 million, \$37 million, and \$36 million during fiscal years 2017, 2016 and 2015, respectively.

### RSUs

We have both time-vested and performance-based RSUs. Time-vested RSUs are awarded to eligible employees and non-employee directors and entitle the grantee to receive shares of common stock at the end of a vesting period, subject solely to the employee's continuing employment or the non-employee director's continuing service. The majority of time-vested RSUs vest in two equal annual installments beginning a year from the grant date. Our performance-based RSUs are awarded to eligible employees and entitle the grantee to receive shares of common stock if we achieve specified performance goals during the performance period and the grantee remains employed during the subsequent vesting period. The majority of performance-based RSUs vest in two equal annual installments beginning two years from the grant date.

RSU transactions for the year ended October 1, 2017 (in millions, except per share and contractual life amounts) :

	Number of Shares	Weighted Average Grant Date Fair Value per Share	Weighted Average Remaining Contractual Life (Years)	Aggregate Intrinsic Value
Nonvested, October 2, 2016	8.3	\$ 46.15	0.9	\$ 448
Granted	5.1	54.30		
Vested	(4.3)	42.09		
Forfeited/canceled	(1.5)	51.05		
Nonvested, October 1, 2017	7.6	52.06	0.9	410

For fiscal 2016 and 2015, the weighted average fair value per RSU granted was \$58.81 and \$38.56, respectively. As of October 1, 2017, total unrecognized stock-based compensation expense related to nonvested RSUs, net of estimated forfeitures, was approximately \$75 million, before income taxes, and is expected to be recognized over a weighted average period of approximately 2.0 years. The total fair value of RSUs vested was \$182 million, \$169 million and \$137 million during fiscal years 2017, 2016 and 2015, respectively.

### ESPP

Our ESPP allows eligible employees to contribute up to 10% of their base earnings toward the quarterly purchase of our common stock, subject to an annual maximum dollar amount. The purchase price is 95% of the fair market value of the stock on the last business day of the quarterly offering period. The number of shares issued under our ESPP was 0.5 million in fiscal 2017.

### Deferred Compensation Plan

We have a Deferred Compensation Plan for Non-Employee Directors under which non-employee directors may, for any fiscal year, irrevocably elect to defer receipt of shares of common stock the director would have received upon vesting of restricted stock units. The number of deferred shares outstanding related to deferrals made under this plan is not material.

### Defined Contribution Plans

We maintain voluntary defined contribution plans, both qualified and non-qualified, covering eligible employees as defined in the plan documents. Participating employees may elect to defer and contribute a portion of their eligible compensation to the plans up to limits stated in the plan documents, not to exceed the dollar amounts set by applicable laws.

Our matching contributions to all U.S. and non-U.S. plans were \$101.4 million, \$86.2 million and \$70.9 million in fiscal years 2017, 2016 and 2015, respectively.

### Note 13: Income Taxes

Components of earnings before income taxes (*in millions*):

Fiscal Year Ended	Oct 1, 2017	Oct 2, 2016	Sep 27, 2015
United States	\$ 3,393.0	\$ 3,415.7	\$ 2,837.2
Foreign	924.5	782.9	1,065.8
Total earnings before income taxes	\$ 4,317.5	\$ 4,198.6	\$ 3,903.0

Provision/(benefit) for income taxes (*in millions*):

Fiscal Year Ended	Oct 1, 2017	Oct 2, 2016	Sep 27, 2015
Current taxes:			
U.S. federal	\$ 931.0	\$ 704.1	\$ 801.0
U.S. state and local	170.8	166.5	150.1
Foreign	216.6	218.5	172.2
Total current taxes	1,318.4	1,089.1	1,123.3
Deferred taxes:			
U.S. federal	121.2	351.3	56.5
U.S. state and local	14.2	25.8	4.0
Foreign	(21.2)	(86.5)	(40.1)
Total deferred taxes	114.2	290.6	20.4
Total income tax expense	\$ 1,432.6	\$ 1,379.7	\$ 1,143.7

Reconciliation of the statutory U.S. federal income tax rate with our effective income tax rate:

Fiscal Year Ended	Oct 1, 2017	Oct 2, 2016	Sep 27, 2015
Statutory rate	35.0 %	35.0 %	35.0 %
State income taxes, net of federal tax benefit	2.8	3.0	2.8
Benefits and taxes related to foreign operations	(2.8)	(2.2)	(2.1)
Domestic production activity deduction	(1.8)	(1.9)	(2.2)
Gain resulting from acquisition of joint venture	—	—	(3.7)
Other, net	—	(1.0)	(0.5)
Effective tax rate	33.2 %	32.9 %	29.3 %

U.S. income and foreign withholding taxes have not been provided on approximately \$3.7 billion of cumulative undistributed earnings of foreign subsidiaries and equity investees, including cumulative unrealized currency translation adjustments. We intend to reinvest these earnings for the foreseeable future. If these amounts were distributed to the U.S., in the form of

dividends or otherwise, we would be subject to additional U.S. income taxes, which could be material. Determination of the amount of unrecognized deferred income tax liabilities on these earnings is not practicable because of the complexities with its hypothetical calculation, and the amount of liability, if any, is dependent on circumstances existing if and when remittance occurs.

Tax effect of temporary differences and carryforwards that comprise significant portions of deferred tax assets and liabilities (*in millions*):

	Oct 1, 2017	Oct 2, 2016
<b>Deferred tax assets:</b>		
Property, plant and equipment	\$ 71.3	\$ 56.8
Accrued occupancy costs	118.0	104.5
Accrued compensation and related costs	95.0	88.6
Stored value card liability	130.7	124.2
Stock-based compensation	125.9	138.3
Net operating losses	80.8	79.0
Litigation charge	792.0	862.3
Other	180.8	197.4
<b>Total</b>	<b>\$ 1,594.5</b>	<b>\$ 1,651.1</b>
Valuation allowance	(80.1)	(70.3)
<b>Total deferred tax asset, net of valuation allowance</b>	<b>\$ 1,514.4</b>	<b>\$ 1,580.8</b>
<b>Deferred tax liabilities:</b>		
Property, plant and equipment	(477.2)	(445.7)
Intangible assets and goodwill	(159.0)	(175.9)
Other	(89.1)	(88.5)
<b>Total</b>	<b>(725.3)</b>	<b>(710.1)</b>
<b>Net deferred tax asset</b>	<b>\$ 789.1</b>	<b>\$ 870.7</b>
<b>Reported as:</b>		
Deferred income tax assets	795.4	885.4
Deferred income tax liabilities (included in Other long-term liabilities)	(6.3)	(14.7)
<b>Net deferred tax asset</b>	<b>\$ 789.1</b>	<b>\$ 870.7</b>

The valuation allowance as of October 1, 2017 and October 2, 2016 is primarily related to net operating losses and other deferred tax assets of consolidated foreign subsidiaries.

As of October 1, 2017, we had state net operating loss carryforwards of \$31.2 million which will begin to expire in fiscal 2024, state tax credit carryforwards of \$18.0 million, of which \$15.9 million will begin to expire in fiscal 2024 and the remainder will begin to expire in fiscal 2018, and foreign net operating loss carryforwards of \$262.2 million, of which \$207.3 million have an indefinite carryforward period and the remainder expire at various dates starting from fiscal 2018.

#### ***Uncertain Tax Positions***

As of October 1, 2017, we had \$196.9 million of gross unrecognized tax benefits of which \$139.5 million, if recognized, would affect our effective tax rate. We recognized an expense of \$5.2 million, a benefit of \$3.6 million and an expense of \$0.7 million of interest and penalties in income tax expense, prior to the benefit of the federal tax deduction, for fiscal 2017, 2016 and 2015, respectively. As of October 1, 2017 and October 2, 2016, we had accrued interest and penalties of \$11.2 million and \$7.7 million, respectively, within our consolidated balance sheets.

The following table summarizes the activity related to our unrecognized tax benefits (*in millions*) :

	Oct 1, 2017	Oct 2, 2016	Sep 27, 2015
Beginning balance	\$ 146.5	\$ 150.4	\$ 112.7
Increase related to prior year tax positions	10.4	—	7.9
Decrease related to prior year tax positions	—	(23.6)	(0.9)
Increase related to current year tax positions	41.3	33.7	32.0
Decrease related to current year tax positions	—	—	(0.6)
Decreases related to settlements with taxing authorities	—	(3.1)	(0.7)
Decrease related to lapsing of statute of limitations	(1.3)	(10.9)	—
Ending balance	<u>\$ 196.9</u>	<u>\$ 146.5</u>	<u>\$ 150.4</u>

We are currently under examination, or may be subject to examination, by various U.S. federal, state, local and foreign tax jurisdictions for fiscal years 2006 through 2016. We are no longer subject to U.S. federal or state examination for years prior to fiscal year 2011, with the exception of one state. We are no longer subject to examination in any material international markets prior to 2006.

It is reasonably possible that a portion of the Company's gross unrecognized tax benefits may be recognized by the end of fiscal 2018 as a result of a lapse of the statute of limitations or resolution of examinations with tax authorities. We estimate this range to be approximately \$42 million to \$75 million .

#### Note 14: Earnings per Share

Calculation of net earnings per common share (“EPS”) — basic and diluted (*in millions, except EPS*) :

Fiscal Year Ended	Oct 1, 2017	Oct 2, 2016	Sep 27, 2015
Net earnings attributable to Starbucks	\$ 2,884.7	\$ 2,817.7	\$ 2,757.4
Weighted average common shares outstanding (for basic calculation)	1,449.5	1,471.6	1,495.9
Dilutive effect of outstanding common stock options and RSUs	12.0	15.1	17.5
Weighted average common and common equivalent shares outstanding (for diluted calculation)	<u>1,461.5</u>	<u>1,486.7</u>	<u>1,513.4</u>
EPS — basic	\$ 1.99	\$ 1.91	\$ 1.84
EPS — diluted	\$ 1.97	\$ 1.90	\$ 1.82

Potential dilutive shares consist of the incremental common shares issuable upon the exercise of outstanding stock options (both vested and non-vested) and unvested RSUs, calculated using the treasury stock method. The calculation of dilutive shares outstanding excludes out-of-the-money stock options (i.e., such options’ exercise prices were greater than the average market price of our common shares for the period) because their inclusion would have been antidilutive. We had 11.4 million and 5.4 million out-of-the-money stock options as of October 1, 2017 and October 2, 2016 , respectively. There were no out-of-the-money stock options as of September 27, 2015 .

#### Note 15: Commitments and Contingencies

##### Contractual Commitments

In the fourth quarter of fiscal 2017, we signed an agreement to acquire the remaining 50% ownership of our East China joint venture from Uni-President Enterprises Corporation (“UPEC”) and President Chain Store Corporation (“PCSC”) for approximately \$1.3 billion to unify our business operations across mainland China. The acquisition will convert these licensed stores to company-operated stores and is expected to close by early calendar year 2018, subject to regulatory approval and customary closing conditions. Concurrently, with the purchase of our East China joint venture, UPEC and PCSC will assume 100% ownership of Starbucks operations in Taiwan by acquiring our 50% interest in President Starbucks Coffee Taiwan Limited for approximately \$175 million . The sale is also expected to close by early calendar year 2018.

##### Legal Proceedings

Starbucks is party to various other legal proceedings arising in the ordinary course of business, including, at times, certain employment litigation cases that have been certified as class or collective actions, but is not currently a party to any legal

proceeding that management believes could have a material adverse effect on our consolidated financial position, results of operations or cash flows.

#### Note 16: Segment Reporting

Our chief executive officer and executive chairman comprise the Company's Chief Operating Decision Maker function ("CODM"). Segment information is prepared on the same basis that our CODM manages the segments, evaluates financial results, and makes key operating decisions.

We have four reportable operating segments: 1) Americas, inclusive of the U.S., Canada, and Latin America; 2) China/Asia Pacific ("CAP"); 3) Europe, Middle East, and Africa ("EMEA") and 4) Channel Development.

Americas, CAP, and EMEA operations sell coffee and other beverages, complementary food, packaged coffees, single-serve coffee products and a focused selection of merchandise through company-operated stores and licensed stores. Our Americas segment is our most mature business and has achieved significant scale. Certain markets within our CAP and EMEA operations are still in the early stages of development and require a more extensive support organization, relative to their current levels of revenue and operating income, than our Americas operations. The Americas, CAP and EMEA segments also include certain foodservice accounts, primarily in Canada, Japan and the U.K.

Channel Development operations sell a selection of packaged coffees and single-serve products, as well as a selection of premium Tazo® teas globally. Channel Development operations also produce and sell a variety of ready-to-drink beverages, such as Frappuccino® coffee drinks, Starbucks Doubleshot® espresso drinks, Starbucks Refreshers® beverages, Teavana™ tea beverages and chilled multi-serve beverages. The U.S. foodservice business, which is included in the Channel Development segment, sells coffee and other related products to institutional foodservice companies.

Consolidated revenue mix by product type (*in millions*) :

Fiscal Year Ended	Oct 1, 2017		Oct 2, 2016		Sep 27, 2015	
Beverage	\$ 12,915.0	58%	\$ 12,383.4	58%	\$ 11,115.4	58%
Food	3,832.1	17%	3,495.0	16%	3,085.3	16%
Packaged and single-serve coffees and teas	2,883.6	13%	2,866.0	14%	2,619.9	14%
Other <sup>(1)</sup>	2,756.1	12%	2,571.5	12%	2,342.1	12%
Total	\$ 22,386.8	100%	\$ 21,315.9	100%	\$ 19,162.7	100%

<sup>(1)</sup> "Other" primarily consists of royalty and licensing revenues, beverage-related ingredients, serveware, and ready-to-drink beverages, among other items.

Information by geographic area (*in millions*) :

Fiscal Year Ended	Oct 1, 2017	Oct 2, 2016	Sep 27, 2015
<i>Net revenues:</i>			
United States	\$ 16,527.1	\$ 15,774.8	\$ 14,123.7
Other countries	5,859.7	5,541.1	5,039.0
Total	\$ 22,386.8	\$ 21,315.9	\$ 19,162.7

*Long-lived assets*<sup>(1)</sup> :

United States	\$ 5,848.3	\$ 6,012.8	\$ 5,795.2
Other countries	3,234.0	3,541.8	2,639.9
Total	\$ 9,082.3	\$ 9,554.6	\$ 8,435.1

<sup>(1)</sup> Long-lived assets for fiscal 2016 and fiscal 2015 have been adjusted for the adoption of new accounting guidance related to the reclassification of debt issuance costs as discussed in [Note 1](#), Summary of Significant Accounting Policies.

No customer accounts for 10% or more of our revenues. Revenues are shown based on the geographic location of our customers. Revenues from countries other than the U.S. consist primarily of revenues from Japan, Canada, China and the U.K., which together account for approximately 77% of net revenues from other countries for fiscal 2017.

Management evaluates the performance of its operating segments based on net revenues and operating income. The accounting policies of the operating segments are the same as those described in [Note 1](#), Summary of Significant Accounting Policies.

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Operating income represents earnings before other income and expenses and income taxes. Management does not evaluate the performance of its operating segments using asset measures. The identifiable assets by segment disclosed in this note are those assets specifically identifiable within each segment and include cash and cash equivalents, net property, plant and equipment, equity and cost investments, goodwill, and other intangible assets. Assets not attributed to reportable operating segments below are corporate assets and are primarily comprised of cash and cash equivalents available for general corporate purposes, investments, assets of the corporate headquarters and roasting facilities, and inventory.

The table below presents financial information for our reportable operating segments and All Other Segments for the years ended October 1, 2017, October 2, 2016 and September 27, 2015.

<i>( in millions )</i>	Americas	China / Asia Pacific	EMEA	Channel Development	All Other Segments	Segment Total
<i>Fiscal 2017</i>						
Total net revenues	\$ 15,652.7	\$ 3,240.2	\$ 1,013.7	\$ 2,008.6	\$ 471.6	\$ 22,386.8
Depreciation and amortization expenses	615.0	202.2	31.3	2.2	10.1	860.8
Income from equity investees	—	197.0	—	194.4	—	391.4
Operating income/(loss)	3,663.2	765.0	116.1	893.4	(174.3)	5,263.4
Total assets	3,327.2	2,770.9	273.8	114.0	771.9	7,257.8
<i>Fiscal 2016</i>						
Total net revenues	\$ 14,795.4	\$ 2,938.8	\$ 1,124.9	\$ 1,932.5	\$ 524.3	\$ 21,315.9
Depreciation and amortization expenses	590.1	180.6	40.8	2.8	13.3	827.6
Income from equity investees	—	150.1	1.5	166.6	—	318.2
Operating income/(loss)	3,742.0	631.6	151.6	807.3	(38.4)	5,294.1
Total assets	3,424.6	2,740.2	552.1	67.1	861.1	7,645.1
<i>Fiscal 2015</i>						
Total net revenues	\$ 13,293.4	\$ 2,395.9	\$ 1,216.7	\$ 1,730.9	\$ 525.8	\$ 19,162.7
Depreciation and amortization expenses	522.3	150.7	52.0	2.7	16.3	744.0
Income from equity investees	—	119.6	3.1	127.2	—	249.9
Operating income/(loss)	3,223.3	500.5	168.2	653.9	(24.8)	4,521.1
Total assets	2,726.7	2,230.5	749.1	87.3	1,785.3	7,578.9

The following table reconciles total segment operating income in the table above to consolidated earnings before income taxes *(in millions)* :

<b>Fiscal Year Ended</b>	<b>Oct 1, 2017</b>	<b>Oct 2, 2016</b>	<b>Sep 27, 2015</b>
Total segment operating income	\$ 5,263.4	\$ 5,294.1	\$ 4,521.1
Unallocated corporate operating expenses	(1,128.7)	(1,122.2)	(920.1)
Consolidated operating income	4,134.7	4,171.9	3,601.0
Gain resulting from acquisition of joint venture	—	—	390.6
Loss on extinguishment of debt	—	—	(61.1)
Interest income and other, net	275.3	108.0	43.0
Interest expense	(92.5)	(81.3)	(70.5)
Earnings before income taxes	\$ 4,317.5	\$ 4,198.6	\$ 3,903.0

**Note 17: Selected Quarterly Financial Information** (unaudited; in millions, except EPS)

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Full Year
<i>Fiscal 2017:</i>					
Net revenues	\$ 5,732.9	\$ 5,294.0	\$ 5,661.5	\$ 5,698.3	\$ 22,386.8
Operating income	1,132.6	935.4	1,044.2	1,022.5	4,134.7
Net earnings attributable to Starbucks	751.8	652.8	691.6	788.5	2,884.7
EPS — diluted	0.51	0.45	0.47	0.54	1.97
<i>Fiscal 2016 <sup>(1)</sup>:</i>					
Net revenues	\$ 5,373.5	\$ 4,993.2	\$ 5,238.0	\$ 5,711.2	\$ 21,315.9
Operating income	1,058.0	864.2	1,022.3	1,227.5	4,171.9
Net earnings attributable to Starbucks	687.6	575.1	754.1	801.0	2,817.7
EPS — diluted	0.46	0.39	0.51	0.54	1.90

<sup>(1)</sup> The fiscal year ended on October 2, 2016, included 53 weeks, with the 53<sup>rd</sup> week falling in our fourth fiscal quarter.

**Note 18: Subsequent Events**

On October 25, 2017, we replaced our \$1.5 billion 2016 credit facility with our new \$2.0 billion unsecured 5-year revolving credit facility (the “2018 credit facility”), set to mature on October 25, 2022 and a \$1.0 billion unsecured 364-Day credit facility (the “364-day credit facility”), set to mature on October 24, 2018. We have the option, subject to negotiation and agreement with the related banks, to increase either facility by an additional \$500 million.

On October 27, 2017 we increased our commercial paper program from \$1 billion to \$3 billion, allowing us to issue unsecured commercial paper notes up to this maximum aggregate amount outstanding at any time.

On November 2, 2017, we entered into an agreement to sell assets associated with our Tazo brand including Tazo<sup>®</sup> signature recipes, intellectual property and inventory to Unilever for a total of \$384.0 million. This transaction is subject to customary closing conditions, and Starbucks expects the closing date to occur in the first quarter of fiscal 2018. The transaction will result in a net gain and will be included in interest income and other, net on our consolidated statements of earnings. Results from Tazo operations are currently reported primarily in Channel Development.



**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Board of Directors and Shareholders of Starbucks Corporation  
Seattle, Washington

We have audited the accompanying consolidated balance sheets of Starbucks Corporation and subsidiaries (the “Company”) as of October 1, 2017 and October 2, 2016 , and the related consolidated statements of earnings, comprehensive income, equity, and cash flows for each of the three years in the period ended October 1, 2017 . These financial statements are the responsibility of the Company’s management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, such consolidated financial statements present fairly, in all material respects, the financial position of Starbucks Corporation and subsidiaries as of October 1, 2017 and October 2, 2016 , and the results of their operations and their cash flows for each of the three years in the period ended October 1, 2017 , in conformity with accounting principles generally accepted in the United States of America.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the Company’s internal control over financial reporting as of October 1, 2017 , based on criteria established in *Internal Control — Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated November 17, 2017 expressed an unqualified opinion on the Company’s internal control over financial reporting.

/s/ Deloitte & Touche LLP

Seattle, Washington  
November 17, 2017

**Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure**

Not applicable.

**Item 9A. Controls and Procedures**

**Disclosure Controls and Procedures**

We maintain disclosure controls and procedures that are designed to ensure that material information required to be disclosed in our periodic reports filed or submitted under the Securities Exchange Act of 1934, as amended (the “Exchange Act”), is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms. Our disclosure controls and procedures are also designed to ensure that information required to be disclosed in the reports we file or submit under the Exchange Act is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure.

During the fourth quarter of fiscal 2017, we carried out an evaluation, under the supervision and with the participation of our management, including our chief executive officer and our chief financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act. Based upon that evaluation, our chief executive officer and chief financial officer concluded that our disclosure controls and procedures were effective, as of the end of the period covered by this report (October 1, 2017).

There were no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) during our most recently completed fiscal quarter that materially affected or are reasonably likely to materially affect internal control over financial reporting.

The certifications required by Section 302 of the Sarbanes-Oxley Act of 2002 are filed as exhibits [31.1](#) and [31.2](#), respectively, to this 10-K.

**Report of Management on Internal Control over Financial Reporting**

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Internal control over financial reporting is a process to provide reasonable assurance regarding the reliability of our financial reporting for external purposes in accordance with accounting principles generally accepted in the United States of America. Internal control over financial reporting includes maintaining records that in reasonable detail accurately and fairly reflect our transactions; providing reasonable assurance that transactions are recorded as necessary for preparation of our financial statements; providing reasonable assurance that receipts and expenditures are made in accordance with management authorization; and providing reasonable assurance that unauthorized acquisition, use or disposition of company assets that could have a material effect on our financial statements would be prevented or detected on a timely basis. Because of its inherent limitations, internal control over financial reporting is not intended to provide absolute assurance that a misstatement of our financial statements would be prevented or detected.

Management conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework and criteria established in *Internal Control — Integrated Framework* (the “2013 Framework”), issued by the Committee of Sponsoring Organizations of the Treadway Commission. This evaluation included review of the documentation of controls, evaluation of the design effectiveness of controls, testing of the operating effectiveness of controls and a conclusion on this evaluation. Based on this evaluation, management concluded that our internal control over financial reporting was effective as of October 1, 2017.

Our internal control over financial reporting as of October 1, 2017 has been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their report which is included herein.

**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Board of Directors and Shareholders of Starbucks Corporation  
Seattle, Washington

We have audited the internal control over financial reporting of Starbucks Corporation and subsidiaries (the “Company”) as of October 1, 2017 , based on criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission. The Company’s management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Report of Management on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company’s internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company’s internal control over financial reporting is a process designed by, or under the supervision of, the company’s principal executive and principal financial officers, or persons performing similar functions, and effected by the company’s board of directors, management, and other personnel to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company’s assets that could have a material effect on the financial statements.

Because of the inherent limitations of internal control over financial reporting, including the possibility of collusion or improper management override of controls, material misstatements due to error or fraud may not be prevented or detected on a timely basis. Also, projections of any evaluation of the effectiveness of the internal control over financial reporting to future periods are subject to the risk that the controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of October 1, 2017 , based on the criteria established in *Internal Control - Integrated Framework (2013)* issued by the Committee of Sponsoring Organizations of the Treadway Commission.

We have also audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the consolidated financial statements as of and for the fiscal year ended October 1, 2017 , of the Company and our report dated November 17, 2017 expressed an unqualified opinion on those financial statements.

/s/ Deloitte & Touche LLP

Seattle, Washington  
November 17, 2017

**Item 9B. Other Information**

None.

## PART III

### **Item 10. *Directors, Executive Officers and Corporate Governance***

Information regarding our executive officers is set forth in Item 1 of Part 1 of this Report under the caption “Executive Officers of the Registrant.”

We adopted a code of ethics that applies to our chief executive officer, executive chairman, chief financial officer, controller and other finance leaders, which is a “code of ethics” as defined by applicable rules of the SEC. This code is publicly available on our website at [www.starbucks.com/about-us/company-information/corporate-governance](http://www.starbucks.com/about-us/company-information/corporate-governance). If we make any amendments to this code other than technical, administrative or other non-substantive amendments, or grant any waivers, including implicit waivers, from a provision of this code to our chief executive officer, chief operating officer, chief financial officer or controller, we will disclose the nature of the amendment or waiver, its effective date and to whom it applies on our website at [www.starbucks.com/about-us/company-information/corporate-governance](http://www.starbucks.com/about-us/company-information/corporate-governance) or in a report on Form 8-K filed with the SEC.

The remaining information required by this item is incorporated herein by reference to the sections entitled “Proposal 1 — Election of Directors” and “Beneficial Ownership of Common Stock — Section 16(a) Beneficial Ownership Reporting Compliance,” “Corporate Governance — Board Committees and Related Matters” and “Corporate Governance — Audit and Compliance Committee” in our definitive Proxy Statement for the Annual Meeting of Shareholders to be held on March 21, 2018 (the “Proxy Statement”).

### **Item 11. *Executive Compensation***

The information required by this item is incorporated by reference to the sections entitled “Executive Compensation,” “Compensation of Directors,” “Corporate Governance — Compensation and Management Development Committee” and “Compensation Committee Report” in the Proxy Statement.

### **Item 12. *Security Ownership of Certain Beneficial Owners and Management and Related Shareholder Matters***

The information required by this item is incorporated by reference to the sections entitled “Equity Compensation Plan Information” and “Beneficial Ownership of Common Stock” in the Proxy Statement.

### **Item 13. *Certain Relationships, Related Transactions and Director Independence***

The information required by this item is incorporated by reference to the section entitled “Certain Relationships and Related Transactions” and “Corporate Governance — Affirmative Determinations Regarding Director Independence and Other Matters” in the Proxy Statement.

### **Item 14. *Principal Accounting Fees and Services***

The information required by this item is incorporated by reference to the sections entitled “Independent Registered Public Accounting Firm Fees” and “Policy on Audit Committee Pre-Approval of Audit and Permissible Non-Audit Services of the Independent Registered Public Accounting Firm” in the Proxy Statement.

**PART IV**

**Item 15. Exhibits, Financial Statement Schedules**

(a) The following documents are filed as a part of this 10-K:

**1. Financial Statements**

The following financial statements are included in Part II, Item 8 of this 10-K:

- Consolidated Statements of Earnings for the fiscal years ended October 1, 2017 , October 2, 2016 , and September 27, 2015 ;
- Consolidated Statements of Comprehensive Income for the fiscal years ended October 1, 2017 , October 2, 2016 , and September 27, 2015 ;
- Consolidated Balance Sheets as of October 1, 2017 and October 2, 2016 ;
- Consolidated Statements of Cash Flows for the fiscal years ended October 1, 2017 , October 2, 2016 , and September 27, 2015 ;
- Consolidated Statements of Equity for the fiscal years ended October 1, 2017 , October 2, 2016 , and September 27, 2015 ;
- Notes to Consolidated Financial Statements; and
- Reports of Independent Registered Public Accounting Firm

**2. Financial Statement Schedules**

Financial statement schedules are omitted because they are not required or are not applicable, or the required information is provided in the consolidated financial statements or notes described in Item 15(a)(1) above.

**3. Exhibits**

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Date of Filing	Exhibit Number	
<a href="#">3.1</a>	<a href="#">Restated Articles of Incorporation of Starbucks Corporation</a>	10-Q	0-20322	4/28/2015	3.1	
<a href="#">3.2</a>	<a href="#">Amended and Restated Bylaws of Starbucks Corporation (As amended and restated through September 13, 2016)</a>	8-K	0-20322	9/16/2016	3.1	
<a href="#">4.1</a>	<a href="#">Indenture, dated as of September 15, 2016, by and between Starbucks Corporation and U.S. Bank National Association, as trustee</a>	S-3ASR	333-213645	9/15/2016	4.1	
<a href="#">4.2</a>	<a href="#">First Supplemental Indenture, dated March 17, 2017, by and between Starbucks Corporate and U.S. Bank National Association, as trustee, transfer agent and registrar, and Elavon Financial Services, DAC, UK Branch, as paying agent (0.372% Senior Notes due 2024)</a>	8-K	0-20322	3/20/2017	4.2	
<a href="#">4.3</a>	<a href="#">Form of 0.372% Senior Note due March 15, 2024</a>	8-K	0-20322	3/20/2017	4.3	
<a href="#">4.4</a>	<a href="#">Indenture, dated as of August 23, 2007, by and between Starbucks Corporation and Deutsche Bank Trust Company Americas, as trustee</a>	S-3ASR	333-190955	9/3/2013	4.1	
<a href="#">4.5</a>	<a href="#">Second Supplemental Indenture, dated as of September 6, 2013, by and between Starbucks Corporation and Deutsche Bank Trust Company Americas, as trustee (3.850% Senior Notes due October 1, 2023)</a>	8-K	0-20322	9/6/2013	4.2	
<a href="#">4.6</a>	<a href="#">Form of 3.850% Senior Notes due October 1, 2023</a>	8-K	0-20322	9/6/2013	4.3	
<a href="#">4.7</a>	<a href="#">Third Supplemental Indenture, dated as of December 5, 2013, by and between Starbucks Corporation and Deutsche Bank Trust Company Americas, as trustee (0.875% Senior Notes due 2016 and 2.000% Senior Notes due 2018)</a>	8-K	0-20322	12/5/2013	4.2	
<a href="#">4.8</a>	<a href="#">Form of 2.000% Senior Notes due December 5, 2018</a>	8-K	0-20322	12/5/2013	4.4	
<a href="#">4.9</a>	<a href="#">Fourth Supplemental Indenture, dated as of June 10, 2015, by and between Starbucks Corporation and Deutsche Bank Trust Company Americas, as trustee (2.700% Senior Notes due June 15, 2022 and 4.300% Senior Notes due June 15, 2045)</a>	8-K	0-20322	6/10/2015	4.2	
<a href="#">4.10</a>	<a href="#">Form of 2.700% Senior Notes due June 15, 2022</a>	8-K	0-20322	6/10/2015	4.3	
<a href="#">4.11</a>	<a href="#">Form of 4.300% Senior Notes due June 15, 2045</a>	8-K	0-20322	6/10/2015	4.4	
<a href="#">4.12</a>	<a href="#">Fifth Supplemental Indenture, dated as of February 4, 2016, by and between Starbucks Corporation and Deutsche Bank Trust Company Americas, as trustee (2.100% Senior Notes due February 4, 2021)</a>	8-K	0-20322	2/4/2016	4.2	

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Exhibit Number	Exhibit Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Date of Filing	Exhibit Number	
<a href="#">4.13</a>	<a href="#">Form of 2.100% Senior Notes due February 4, 2021</a>	8-K	0-20322	2/4/2016	4.3	
<a href="#">4.14</a>	<a href="#">Sixth Supplemental Indenture, dated as of May 16, 2016, by and between Starbucks Corporation and Deutsche Bank Trust Company Americas, as trustee (2.450% Senior Notes due June 15, 2026)</a>	8-K	0-20322	5/16/2016	4.4	
<a href="#">4.15</a>	<a href="#">Form of 2.450% Senior Notes due June 15, 2026</a>	8-K	0-20322	5/16/2016	4.5	

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Date of Filing	Exhibit Number	
<a href="#">10.1*</a>	<a href="#">Starbucks Corporation Amended and Restated 1989 Stock Option Plan for Non-Employee Directors</a>	10-K	0-20322	12/23/2003	10.2	
<a href="#">10.2*</a>	<a href="#">Starbucks Corporation Employee Stock Purchase Plan — 1995 as amended and restated on April 9, 2015 to reflect adjustments for the 2-for-1 forward stock split effective on such date</a>	10-Q	0-20322	8/1/2017	10.1	
<a href="#">10.3</a>	<a href="#">Amended and Restated Lease, dated as of January 1, 2001, between First and Utah Street Associates, L.P. and Starbucks Corporation</a>	10-K	0-20322	12/20/2001	10.5	
<a href="#">10.4*</a>	<a href="#">Starbucks Corporation Executive Management Bonus Plan, as amended and restated November 10, 2015, effective September 28, 2015</a>	10-K	0-20322	11/18/2016	10.4	
<a href="#">10.5*</a>	<a href="#">Starbucks Corporation Management Deferred Compensation Plan, as amended and restated effective January 1, 2011</a>	10-Q	0-20322	2/4/2011	10.2	
<a href="#">10.6*</a>	<a href="#">Starbucks Corporation UK Share Save Plan</a>	10-K	0-20322	12/23/2003	10.9	
<a href="#">10.7*</a>	<a href="#">Starbucks Corporation Directors Deferred Compensation Plan, as amended and restated effective September 29, 2003</a>	10-K	0-20322	12/23/2003	10.10	
<a href="#">10.8*</a>	<a href="#">Starbucks Corporation Deferred Compensation Plan for Non-Employee Directors, effective October 3, 2011</a>	10-K	0-20322	11/18/2011	10.11	
<a href="#">10.9*</a>	<a href="#">Starbucks Corporation UK Share Incentive Plan, as amended and restated effective November 14, 2006</a>	10-K	0-20322	12/14/2006	10.12	
<a href="#">10.10*</a>	<a href="#">Starbucks Corporation 2005 Long-Term Equity Incentive Plan, as amended and restated effective March 20, 2013, and as restated on April 9, 2015 to reflect adjustments for the 2-for-1 forward stock split effective on such date</a>	10-Q	0-20322	4/28/2015	10.4	
<a href="#">10.11*</a>	<a href="#">2005 Key Employee Sub-Plan to the Starbucks Corporation 2005 Long-Term Equity Incentive Plan, as amended and restated effective November 15, 2005</a>	10-Q	0-20322	2/10/2006	10.2	
<a href="#">10.12*</a>	<a href="#">2005 Non-Employee Director Sub-Plan to the Starbucks Corporation 2005 Long-Term Equity Incentive Plan, as amended and restated effective March 22, 2016</a>	10-Q	0-20322	04/26/2016	10.1	
<a href="#">10.13*</a>	<a href="#">Form of Stock Option Grant Agreement for Purchase of Stock under the Key Employee Sub-Plan to the 2005 Long-Term Equity Incentive Plan</a>	10-Q	0-20322	5/2/2012	10.1	
<a href="#">10.14*</a>	<a href="#">Form of Global Stock Option Grant Agreement for Purchase of Stock under the Key Employee Sub-Plan to the 2005 Long Term Equity Incentive Plan</a>	10-K	0-20322	11/18/2016	10.14	





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Exhibit Number	Exhibit Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Date of Filing	Exhibit Number	
<a href="#">10.15*</a>	<a href="#">Form of Stock Option Grant Agreement for Purchase of Stock under the 2005 Non-Employee Director Sub-Plan to the Starbucks Corporation 2005 Long-Term Equity Incentive Plan</a>	10-Q	0-20322	04/26/2016	10.2	
<a href="#">10.16*</a>	<a href="#">Form of Restricted Stock Unit Grant Agreement under the 2005 Non-Employee Director Sub-Plan to the Starbucks Corporation 2005 Long-Term Equity Incentive Plan</a>	10-Q	0-20322	04/26/2016	10.3	
<a href="#">10.17</a>	<a href="#">Credit Agreement, dated October 25, 2017, among Starbucks Corporation, Bank of America, N.A., in its capacity as Administrative Agent, Swing Line Lender and L/C Issuer, Wells Fargo Bank, N.A., Citibank, N.A. and U.S. Bank National Association, as L/C Issuers, and the other Lenders from time to time a party thereto.</a>	8-K	0-20322	10/30/2017	10.1	
<a href="#">10.18</a>	<a href="#">364-Day Credit Agreement, dated October 25, 2017, among Starbucks Corporation, Bank of America, N.A., in its capacity as Administrative Agent and Swing Line Lender, and the other Lenders from time to time a party thereto.</a>	8-K	0-20322	10/30/2017	10.2	
<a href="#">10.19</a>	<a href="#">Form of Commercial Paper Dealer Agreement between Starbucks Corporation, as Issuer, and the Dealer</a>	8-K	0-20322	7/29/2016	10.1	
<a href="#">10.20*</a>	<a href="#">Letter Agreement dated February 21, 2008 between Starbucks Corporation and Clifford Burrows</a>	10-Q	0-20322	5/8/2008	10.3	
<a href="#">10.21*</a>	<a href="#">Form of Time Vested Restricted Stock Unit Grant Agreement (U.S.) under the Key Employee Sub-Plan to the 2005 Long-Term Equity Incentive Plan</a>	10-K	0-20322	11/18/2011	10.30	
<a href="#">10.22*</a>	<a href="#">Form of Time Vested Global Restricted Stock Unit Grant Agreement under the Key Employee Sub-Plan to the 2005 Long-Term Equity Incentive Plan</a>	10-K	0-20322	11/18/2016	10.21	
<a href="#">10.23*</a>	<a href="#">Form of Performance Based Global Restricted Stock Unit Grant Agreement under the Key Employee Sub-Plan to the 2005 Long-Term Equity Incentive Plan</a>	10-K	0-20322	11/18/2016	10.22	
<a href="#">10.24*</a>	<a href="#">Form of Global Key Employee Restricted Stock Unit Grant Agreement</a>					X
<a href="#">10.25*</a>	<a href="#">Form of Global Key Employee Stock Option Grant Agreement for Purchase of Stock under the 2005 Long-Term Equity Incentive Plan</a>					X
<a href="#">10.26*</a>	<a href="#">Form of Global Key Employee Restricted Stock Unit Grant Agreement (Performance-Based)</a>					X
<a href="#">10.27*</a>	<a href="#">Exclusive Aircraft Sublease (S/N 6003) dated as of September 27, 2013 by and between Cloverdale Services, LLC and Starbucks Corporation</a>	10-Q	0-20322	4/29/2014	10.3	

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Exhibit Number	Exhibit Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Date of Filing	Exhibit Number	
<a href="#">10.28*</a>	<a href="#">Letter Agreement dated November 30, 2009 between Starbucks Corporation and John Culver</a>	10-Q	0-20322	2/2/2010	10.3	
<a href="#">10.29*</a>	<a href="#">Letter Agreement dated May 16, 2012 between Starbucks Corporation and Lucy Lee Helm</a>	10-K	0-20322	11/14/2014	10.33	
<a href="#">10.30*</a>	<a href="#">Letter Agreement dated January 29, 2014 between Starbucks Corporation and Scott Maw</a>	8-K	0-20322	1/29/2014	10.2	
<a href="#">10.31*</a>	<a href="#">Offer Letter dated March 23, 2017 between Starbucks Corporation and Kevin Johnson</a>	10-Q	0-20322	5/2/2017	10.1	
<a href="#">10.32*</a>	<a href="#">Offer Letter dated August 23, 2017 between Starbucks Corporation and Rosalind Brewer</a>	8-K	0-20322	9/6/2017	10.1	

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Exhibit Number	Exhibit Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Date of Filing	Exhibit Number	
<a href="#">12</a>	<a href="#">Computation of Ratio of Earnings to Fixed Charges</a>	—	—	—	—	X
<a href="#">21</a>	<a href="#">Subsidiaries of Starbucks Corporation</a>	—	—	—	—	X
<a href="#">23</a>	<a href="#">Consent of Independent Registered Public Accounting Firm</a>	—	—	—	—	X
<a href="#">24</a>	<a href="#">Power of Attorney (included on the Signatures page of this Annual Report on Form 10-K)</a>	—	—	—	—	X
<a href="#">31.1</a>	<a href="#">Certification of Principal Executive Officer Pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934, As Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>	—	—	—	—	X
<a href="#">31.2</a>	<a href="#">Certification of Principal Financial Officer Pursuant to Rule 13a-14(a) of the Securities Exchange Act of 1934, As Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002</a>	—	—	—	—	X
<a href="#">32**</a>	<a href="#">Certifications of Principal Executive Officer and Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>	—	—	—	—	
<a href="#">101</a>	<a href="#">The following financial statements from the Company's 10-K for the fiscal year ended October 1, 2017, formatted in XBRL: (i) Consolidated Statements of Earnings, (ii) Consolidated Statements of Comprehensive Income, (iii) Consolidated Balance Sheets, (iv) Consolidated Statements of Cash Flows, (v) Consolidated Statements of Equity, and (vi) Notes to Consolidated Financial Statements</a>	—	—	—	—	X

\* Denotes a management contract or compensatory plan or arrangement.

\*\*Furnished herewith.

**SIGNATURES**

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

**STARBUCKS CORPORATION**

By: /s/ Kevin R. Johnson  
Kevin R. Johnson  
president and chief executive officer

November 17, 2017

**POWER OF ATTORNEY**

Know all persons by these presents, that each person whose signature appears below constitutes and appoints Kevin R. Johnson and Scott Maw, and each of them, as such person's true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for such person and in such person's name, place and stead, in any and all capacities, to sign any and all amendments to this report, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their or such person's substitute or substitutes, may lawfully do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities indicated as of November 17, 2017 .

<u>Signature</u>	<u>Title</u>
By: <u>/s/ Kevin R. Johnson</u> Kevin R. Johnson	president and chief executive officer, director (principal executive officer)
By: <u>/s/ Scott Maw</u> Scott Maw	executive vice president, chief financial officer (principal financial officer and principal accounting officer)
By: <u>/s/ Howard Schultz</u> Howard Schultz	executive chairman
By: <u>/s/ William W. Bradley</u> William W. Bradley	director
By: <u>/s/ Rosalind G. Brewer</u> Rosalind G. Brewer	director
By: <u>/s/ Mary N. Dillon</u> Mary N. Dillon	director
By: <u>/s/ Robert M. Gates</u> Robert M. Gates	director

	<u>Signature</u>	<u>Title</u>
By:	<u>/s/ Mellody Hobson</u> Mellody Hobson	director
By:	<u>/s/ Jørgen Vig Knudstorp</u> Jørgen Vig Knudstorp	director
By:	<u>/s/ Satya Nadella</u> Satya Nadella	director
By:	<u>/s/ Joshua Cooper Ramo</u> Joshua Cooper Ramo	director
By:	<u>/s/ Clara Shih</u> Clara Shih	director
By:	<u>/s/ Javier G. Teruel</u> Javier G. Teruel	director
By:	<u>/s/ Myron E. Ullman, III</u> Myron E. Ullman, III	director
By:	<u>/s/ Craig E. Weatherup</u> Craig E. Weatherup	director

**STARBUCKS CORPORATION**  
**GLOBAL KEY EMPLOYEE RESTRICTED STOCK UNIT GRANT AGREEMENT**  
**2005 LONG-TERM EQUITY INCENTIVE PLAN**

STARBUCKS CORPORATION (the “Company”) does hereby grant to the individual named below (the “Participant”) an award (the “Award”) for the number of restricted stock units (the “Restricted Stock Units”) set forth below, effective on the Date of Grant set forth below. The Restricted Stock Units shall vest and become payable in shares of Common Stock (the “Shares”) according to the vesting schedule set forth below subject to earlier expiration or termination of the Restricted Stock Units as provided in this Global Key Employee Restricted Stock Unit Grant Agreement, including any special terms and conditions applicable to the Participant’s country contained in the Appendix A attached hereto (together with the Global Key Employee Restricted Stock Unit Grant Agreement, this “Agreement”). This Agreement shall be subject to the terms and conditions of the 2005 Long-Term Equity Incentive Plan (the “Plan”). Capitalized terms not explicitly defined in this Agreement but defined in the Plan shall have the same definitions as in the Plan.

<b>Participant:</b>	
<b>Number of Units:</b>	
<b>Date of Grant:</b>	
<b>Vesting Schedule:</b>	

**1. Vesting Schedule; Form and Timing of Payment of Vested Restricted Stock Units** . Subject to the terms and conditions of this Agreement and the Plan, a number of the Restricted Stock Units will vest as set forth above, subject to the Participant’s continued Active Status through the applicable Vesting Date (except as provided in Sections 3.2, 3.3 or 3.4 below). Any Restricted Stock Units that vest will be paid to the Participant solely in whole Shares (and not in cash, as the Plan permits) on, or within thirty (30) days after, the relevant Vesting Date on which the Restricted Stock Units vest in accordance with this Section 1 (or, if earlier, upon a vesting event contemplated under Section 3.2 or 3.3 below, as applicable), subject to any delayed payment required under Section 6 below.

**2. Dividend Equivalents** . On each date that a cash dividend is paid to holders of Shares, an amount (the “Dividend Equivalent Amount”) equal to the cash dividend that is paid on each Share, multiplied by the number of Shares subject to the Restricted Stock Units and any Dividend Equivalent RSUs (as defined below) that remain unvested and outstanding as of the dividend payment date, shall be credited for the benefit of the Participant, and such credited amount shall be converted into an additional number of Restricted Stock Units (“Dividend Equivalent RSUs”) determined by dividing the Dividend Equivalent Amount by the Fair Market Value of a Share on the dividend payment date, rounded up or down to the nearest whole number. Dividend Equivalent RSUs will be subject to the same conditions as the underlying Restricted Stock Units with respect to which the Dividend Equivalent RSUs were paid, including, without limitation, the vesting conditions and the provisions governing time and form of settlement applicable to the underlying Restricted Stock Units. Unless expressly provided otherwise, as used elsewhere in this Agreement “Restricted Stock Units” shall include any Dividend Equivalent RSUs that have been credited to the Participant’s account.

**3. Termination of Employment; Change of Control** .

**3.1 Termination of Employment** . Except as provided in Sections 3.2, 3.3 or 3.4 below, any unvested Restricted Stock Units subject to this Agreement shall immediately terminate and be automatically forfeited by the Participant to the Company upon the termination of the Participant’s Active Status with the Company or any Subsidiary or affiliate of the Company for any reason (as further described in Section 8(l) below), including without limitation,

voluntary termination by the Participant, or termination by the Company or any Subsidiary or affiliate of the Company because of Misconduct.

**3.2** **Change of Control.** Upon a Change of Control, the vesting of the Restricted Stock Units shall accelerate, and the Restricted Stock Units shall become fully vested and payable to the extent and under the terms and conditions set forth in the Plan; provided that for purposes of this Section 3.2, “**Resignation (or Resign) for Good Reason**” shall have the following meaning:

“**Resignation (or Resign) for Good Reason**” shall mean any voluntary termination by written resignation of the Active Status of a Participant after a Change of Control because of: (1) a material reduction in the Partner’s authority, responsibilities or scope of employment; (2) an assignment of duties to the Partner materially inconsistent with the Partner’s role at the Company (including its Subsidiaries and affiliates) prior to the Change of Control, (3) a material reduction in the Partner’s base salary or total incentive compensation; (4) a material reduction in the Partner’s benefits unless such reduction applies to all Partners of comparable rank; or (5) the relocation of the Partner’s primary work location more than 50 miles from the Partner’s primary work location prior to the Change of Control. Notwithstanding the foregoing, a Participant shall not be deemed to have Resigned for Good Reason unless the Participant, within one year after a Change of Control, (i) notifies the Company of the existence of the condition giving rise to a Resignation for Good Reason within 90 days of the initial existence of such condition, (ii) gives the Company at least 30 days following the date on which the Company receives such notice (and prior to termination) in which to remedy the condition, and (iii) if the Company does not remedy such condition within such 30-day period, actually terminates employment within 60 days after the expiration of such 30-day period (and before the Company remedies such condition). If the Company remedies such condition within such 30-day period (or at any time prior to the Participant’s actual termination), then any Resignation for Good Reason by the Participant on account of such condition will not be a Resignation for Good Reason.

**3.3** **Retirement.** If the Participant’s Active Status terminates due to Retirement, the Participant will continue to vest in all unvested Restricted Stock Units as if the Participant’s Active Status had not terminated, subject to and conditioned upon compliance with the terms of Section 4 through each Vesting Date.

**3.4** **Disability or Death.** If the Participant’s Active Status terminates due to Disability or death, all unvested Restricted Stock Units will vest in full as of the date of termination of Active Status due to Disability or death.

**4.** **Misconduct.** As a condition to receiving and becoming eligible to vest in the Restricted Stock Units, the Participant hereby agrees not to engage in Misconduct.

**5.** **Clawback.** If the Company determines, in its sole discretion, that the Participant has engaged in Misconduct, the Participant agrees and covenants that (a) any unvested portion of the Restricted Stock Units shall be immediately forfeited as of the date the Company determines that the Participant has engaged in Misconduct (the “**Determination Date**”); (b) if any part of the Restricted Stock Units vested and were settled prior to the Determination Date, upon the Company’s demand, the Participant shall immediately deliver to the Company (i) the Shares that the Participant acquired upon settlement of such Restricted Stock Units and (ii) to the extent any such Shares were previously sold by the Participant, a cash amount equal to the Fair Market Value as of the Determination Date of the Shares contemplated to be returned to the Company under this clause; and (c) the foregoing remedies set forth in this Section 5. shall not be the Company’s exclusive remedies, which shall include, among other remedies, injunctive relief and damages that may be available to the Company. The Company reserves all other rights and remedies available to it at law or in equity.

**6.** **Code Section 409A.** The provisions in this Section 6 shall apply if the Participant is subject to taxation in the United States.

**6.1** To the extent the Restricted Stock Units constitute “nonqualified deferred compensation” that is subject to Code Section 409A, any Restricted Stock Units that are payable upon or with reference to the date that the Participant’s Active Service terminates (i) shall not be paid unless the Participant experiences a “separation from service” within the meaning of Code Section 409A and (ii) if the Participant is a “specified employee” within the meaning of Code Section 409A on the date of the Participant’s separation from service, then the Restricted Stock Units shall be



paid on the first business day of the seventh month following the Participant's separation from service, or, if earlier, on the date of the Participant's death, to the extent such delayed payment is required in order to avoid a prohibited distribution under Code Section 409A.

**6.2** This Award and payments made pursuant to this Agreement and the Plan are intended to qualify for an exemption from or comply with Code Section 409A. Notwithstanding any other provision in this Agreement and the Plan, the Company, to the extent it deems necessary or advisable in its sole discretion, reserves the right, but shall not be required, to unilaterally amend or modify this Agreement and/or the Plan so that the Restricted Stock Units granted to the Participant qualify for exemption from or comply with Code Section 409A; provided, however, that the Company makes no representations that the Restricted Stock Units shall be exempt from or comply with Code Section 409A and makes no undertaking to preclude Code Section 409A from applying to the Restricted Stock Units. Nothing in this Agreement or the Plan shall provide a basis for any person to take action against the Company or any Subsidiary or affiliate of the Company based on matters covered by Code Section 409A, including the tax treatment of any amount paid or Award made under this Agreement, and neither the Company nor any of its Subsidiaries or affiliates shall under any circumstances have any liability to any Participant or his or her estate or any other party for any taxes, penalties or interest imposed under Code Section 409A for any amounts paid or payable under this Agreement.

**7. Responsibility for Taxes.** Regardless of any action the Company or, if different, the Participant's employer (the "Employer") takes with respect to any or all income tax, social insurance, payroll tax, fringe benefit tax, payment on account or other tax-related items related to the Participant's participation in the Plan and legally applicable to the Participant ("Tax-Related Items"), the Participant acknowledges that the ultimate liability for all Tax-Related Items is and remains the Participant's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. The Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Restricted Stock Units, including, but not limited to the grant of the Restricted Stock Units, the vesting or settlement of the Restricted Stock Units, the issuance of Shares in settlement of the Restricted Stock Units, the subsequent sale of Shares acquired at vesting and the receipt of any dividends and/or any dividend equivalents; and (ii) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Restricted Stock Units to reduce or eliminate the Participant's liability for Tax-Related Items or achieve any particular tax result. Furthermore, if the Participant is subject to tax in more than one jurisdiction, the Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, the Participant must pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the Participant hereby authorizes the Company and/or the Employer, or their respective agents, in their sole discretion and without any notice to or additional authorization by the Participant, to satisfy their withholding obligations with regard to all Tax-Related Items by one or a combination of the following:

- (a) withholding from the Participant's wages or other cash compensation paid to the Participant by the Company and/or the Employer; or
- (b) withholding from proceeds of the sale of Shares issued in settlement of the vested Restricted Stock Units, either through a voluntary sale or through a mandatory sale arranged by the Company (on the Participant's behalf pursuant to this authorization without further consent), to the extent and in the manner permitted by all applicable securities laws, including making any necessary securities registration or taking any other necessary actions; or
- (c) withholding in whole Shares to be issued in settlement of the vested Restricted Stock Units based on the Fair Market Value of the underlying Shares on the date the withholding obligation arises, in an amount equal to the aggregate withholding obligation as determined by the Company and/or the Employer with respect to such Award, provided, however that if the Participant is a Section 16 officer of the Company under the Exchange Act, then the Company will withhold in Shares upon the relevant taxable or tax withholding event, as applicable, unless the use of such withholding method is problematic under applicable tax or securities law or has materially adverse accounting consequences,

in which case, the obligation for Tax-Related Items may be satisfied by one or a combination of methods (a) and (b) above.

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts or other applicable withholding rates, including maximum applicable rates, to the extent authorized under the Plan, in which case the Participant may receive a refund of any over-withheld amount in cash and will have no entitlement to the Common Stock equivalent. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Participant is deemed to have been issued the full number of Shares subject to the vested Restricted Stock Units, notwithstanding that a number of the Shares is held back solely for the purpose of paying the Tax-Related Items due as a result of the Participant's participation in the Plan. In the event the Tax-Related Items withholding obligation would result in a fractional number of Shares to be withheld by the Company, such number of Shares to be withheld shall be rounded up to the next nearest number of whole Shares. If, due to rounding of Shares, the value of the number of Shares retained by the Company pursuant to this provision is more than the amount required to be withheld, then the Company may pay such excess amount to the relevant tax authority as additional withholding with respect to the Participant.

Finally, the Participant is required to pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares if the Participant fails to comply with his or her obligations in connection with the Tax-Related Items. The Participant shall have no further rights with respect to any Shares that are retained by the Company pursuant to this provision, and under no circumstances will the Company be required to issue any fractional Shares.

**8. Nature of Grant.** In accepting the grant of the Award, the Participant acknowledges, understands and agrees that:

- (a) the Plan is established voluntarily by the Company, is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
- (b) the grant of the Award is voluntary and occasional and does not create any contractual or other right to receive future grants of restricted stock units or other awards, or benefits in lieu of restricted stock units, even if restricted stock units have been granted in the past;
- (c) all decisions with respect to future restricted stock units or other awards, if any, will be at the sole discretion of the Company;
- (d) the Award and the Participant's participation in the Plan shall not create a right to employment or be interpreted as forming an employment or service relationship with the Company, the Employer or any other Subsidiary or affiliate of the Company and shall not interfere with the ability of the Company, the Employer or any other Subsidiary or affiliate of the Company, as applicable, to terminate the Participant's employment or service relationship, if any;
- (e) the Participant's participation in the Plan is voluntary;
- (f) the Restricted Stock Units and the Shares subject to the Restricted Stock Units, and the income from and value of same, are not intended to replace any pension rights or compensation;
- (g) the Restricted Stock Units and the Shares subject to the Restricted Stock Units, and the income from and value of same, are not part of normal or expected compensation or salary for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, pension or retirement or welfare benefits or similar mandatory payments;

- (h) unless otherwise agreed with the Company, the Restricted Stock Units and the Shares subject to the Restricted Stock Units, and the income from and value of same, are not granted as consideration for, or in connection with, the service that the Participant may provide as a director of a Subsidiary or affiliate of the Company;
- (i) the future value of the Shares subject to the Restricted Stock Units is unknown, indeterminable, and cannot be predicted with certainty;
- (j) after termination of the Participant's Active Status, the Participant is no longer eligible to receive any new restricted stock units under the Plan;
- (k) no claim or entitlement to compensation or damages shall arise from forfeiture of the Restricted Stock Units resulting from termination of the Participant's Active Status (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or providing services or the terms of the Participant's employment or service contract, if any);
- (l) for purposes of the Restricted Stock Units, and notwithstanding anything to the contrary contained in the Plan, the Participant's Active Status will be considered terminated as of the date the Participant is no longer actively providing services to the Company or one of its Subsidiaries or affiliates (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or providing services or the terms of the Participant's employment or service contract, if any), and unless otherwise provided in this Agreement or the Plan, the Participant's right to vest in the Restricted Stock Units under the Plan, if any, will terminate as of such date and will not be extended by any notice period ( *e.g.* , the Participant's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Participant is employed or providing services or the terms of the Participant's employment or service contract, if any); the Committee shall have the exclusive discretion to determine when the Participant's Active Status for purposes of the Award is terminated (including whether the Participant may still be considered to be providing services while on a leave of absence);
- (m) unless otherwise provided in the Plan or by the Company in its discretion, the Restricted Stock Units and the benefits evidenced by this Agreement do not create any entitlement to have the Restricted Stock Units or any such benefits transferred to, or assumed by, another company nor be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Common Stock; and
- (n) the following provisions apply only if the Participant is providing services outside the United States:

(1) the Restricted Stock Units and the Shares subject to the Restricted Stock Units, and the income from and value of same, are not part of normal or expected compensation or salary for any purpose; and

(2) neither the Company, the Employer nor any other Subsidiary or affiliate of the Company shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the Restricted Stock Units or of any amounts due to the Participant pursuant to the settlement of the Restricted Stock Units or the subsequent sale of any Shares acquired upon settlement.

**9. No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan, or the Participant's

acquisition or sale of the underlying Shares. The Participant should consult with his or her own personal tax, legal and financial advisors regarding the Participant's participation in the Plan before taking any action related to the Plan.

10. **Data Privacy.** *The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant's personal data as described in this Agreement and any other Restricted Stock Unit grant materials by and among, as applicable, the Employer, the Company, and its other Subsidiaries and affiliates for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan.*

*The Participant understands that the Company and the Employer may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, e-mail address, date of birth, social insurance number (to the extent permitted under applicable local law), passport or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Restricted Stock Units or any other entitlement to shares of stock or equivalent benefits awarded, canceled, purchased, exercised, vested, unvested or outstanding in the Participant's favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan.*

*The Participant understands that Data will be transferred to Fidelity Stock Plan Services, LLC, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The recipients of Data may be located in the United States or elsewhere, and each recipient's country (e.g., the United States) may have different data privacy laws and protections than the Participant's country. If the Participant resides outside the United States, the Participant understands that he or she may request a list with the names and addresses of any potential recipients of Data by contacting the Participant's local partner resources representative. The Participant authorizes the Company, Fidelity Stock Plan Services, LLC and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Participant's participation in the Plan, including any requisite transfer of such Data as may be required to a broker, escrow agent or other third party with whom the Participant may elect to deposit any Shares received upon vesting of the Restricted Stock Units. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Participant's participation in the Plan. If the Participant resides outside the United States, the Participant may, at any time, view Data, request information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, without cost, by contacting the Participant's local partner resources representative. Further, the Participant understands that the Participant is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke the Participant's consent, the Participant's employment or service with the Employer will not be affected; the only consequence of refusing or withdrawing the Participant's consent is that the Company would not be able to grant Restricted Stock Units or other equity awards to the Participant or administer or maintain such awards. Therefore, the Participant understands that refusal or withdrawal of the Participant's consent may affect the Participant's ability to participate in the Plan. For more information on the consequences of the Participant's refusal to consent or withdrawal of consent, the Participant understands that he or she may contact his or her local partner resources representative.*

11. **Governing Law/Choice of Venue.** The Award and the provisions of this Agreement are governed by, and subject to, the laws of the State of Washington, as provided in the Plan, without regard for its conflict of laws provisions. For purposes of litigating any dispute that arises under this grant or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of Washington, and agree that such litigation shall be conducted exclusively in the courts of King County, or the federal courts of the United States for the 9<sup>th</sup> Circuit, and no other courts, where this grant is made and/or to be performed.

12. **Compliance with Law.** Notwithstanding any other provision of the Plan or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the Shares, the Company shall not be required to deliver any Shares issuable upon settlement of the Restricted Stock Units prior to the completion of any registration or qualification of the Shares under any local, state, federal or foreign securities or

exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission (“SEC”) or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Participant understands that the Company is under no obligation to register or qualify the Shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, the Participant agrees that the Company shall have unilateral authority to amend the Plan and this Agreement without the Participant’s consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares.

**13. Language.** If the Participant has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

**14. Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

**15. Severability.** The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

**16. Undertakings.** The Participant hereby agrees to take whatever additional action and execute whatever additional documents the Company may deem necessary or advisable in order to carry out or effect one or more of the obligations or restrictions imposed on either the Participant or the Restricted Stock Units pursuant to the provisions of this Agreement.

**17. No Rights as Shareholder.** Except as otherwise provided in Section 2, the Participant will not have dividend, voting or any other rights as a shareholder of the Shares with respect to the Restricted Stock Units. Upon payment of the vested Restricted Stock Units in Shares, the Participant will obtain full dividend, voting and other rights as a shareholder of the Company.

**18. Restrictions on Transfer.** Notwithstanding anything in the Plan to the contrary, the Restricted Stock Units granted pursuant to this Award may not be sold, pledged (as collateral for a loan or as security for the performance of an obligation or for any other purpose), assigned, hypothecated, transferred, disposed of in exchange for consideration, made subject to attachment or similar proceedings, or otherwise disposed of under any circumstances, except that this Award may be transferred (i) by will or by laws of descent and distribution applicable to a deceased Participant or (ii) pursuant to a domestic relations order.

**19. Appendix A.** Notwithstanding any provisions in this Agreement, the Award of Restricted Stock Units shall be subject to any special terms and conditions set forth in Appendix A for the Participant’s country. Moreover, if the Participant relocates to one of the countries included in Appendix A, the special terms and conditions for such country will apply to the Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Appendix A constitutes part of this Global Key Employee Restricted Stock Unit Agreement.

**20. Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Participant’s participation in the Plan, on the Restricted Stock Units and on any Shares acquired under the Plan, to the extent that the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings (as provided in Section 16 above) that may be necessary to accomplish the foregoing.

**21. Waiver.** If the Participant breaches or otherwise does not comply with any provision of this Agreement, but the Company does not act upon this breach or non-compliance and continues to comply with its obligations under this

Agreement, this shall not mean that the Company waives any other provision of this Agreement or will otherwise permit any further breach of or non-compliance with any provision of this Agreement.

**22. Insider Trading/Market Abuse Laws.** The Participant acknowledges that, depending on the applicable jurisdiction, the Participant may be subject to insider trading restrictions and/or market abuse laws, which may affect the Participant's ability to acquire or sell Shares or rights to Shares ( *e.g.* , Restricted Stock Units) under the Plan during such times as the Participant is considered to have "inside information" regarding the Company (as defined by the laws in the applicable jurisdiction). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. The Participant acknowledges that it is the Participant's responsibility to comply with any applicable restrictions, and the Participant should consult with the Participant's own personal legal and financial advisors on this matter before taking any action related to the Plan.

**23. Foreign Asset/Account Reporting; Exchange Controls.** The Participant's country may have certain foreign asset and/or account reporting requirements and/or exchange controls which may affect the Participant's ability to acquire or hold Shares under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of Shares) in a brokerage or bank account outside the Participant's country. The Participant may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. The Participant also may be required to repatriate sale proceeds or other funds received as a result of the Participant's participation in the Plan to his or her country through a designated bank or broker and/or within a certain time after receipt. The Participant acknowledges that it is his or her responsibility to be compliant with such regulations, and the Participant should consult his or her personal legal advisor for any details.

Finally, the Company hereby strongly recommends that the Participant seek the advice of a personal tax and/or legal advisor to obtain specific information concerning the tax and other legal consequences associated with the Restricted Stock Units.

\* \* \*

By the Participant's signature and the Company's signature below, the Participant and the Company agree that this grant is governed by this Agreement and the Plan.

EXECUTED as of the Date of Grant.

STARBUCKS CORPORATION  
By \_\_\_\_\_  
Its \_\_\_\_\_

PARTICIPANT  
Signature \_\_\_\_\_

**APPENDIX A TO  
STARBUCKS CORPORATION  
GLOBAL KEY EMPLOYEE RESTRICTED STOCK UNIT GRANT AGREEMENT  
2005 LONG-TERM EQUITY INCENTIVE PLAN**

Capitalized terms not explicitly defined in this Appendix A but defined in the Global Key Employee Restricted Stock Unit Grant Agreement, the Plan or any applicable country-specific sub-plan shall have the same definitions as in the Plan, any applicable country-specific sub-plan and/or the Global Key Employee Restricted Stock Unit Grant Agreement (the “Key Employee RSU Agreement”).

***TERMS AND CONDITIONS***

This Appendix A, which is part of the Key Employee RSU Agreement, includes additional terms and conditions that govern the Restricted Stock Units granted to the Participant under the Plan and that will apply to the Participant if he or she is in one of the countries listed below.

If the Participant is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, is considered a resident of another country for local law purposes or transfers employment and/or residency between countries after the Date of Grant, the Company shall, in its sole discretion, determine to what extent the additional terms and conditions included herein will apply to the Participant under these circumstances.

***NOTIFICATIONS***

This Appendix A also includes information regarding exchange control and certain other issues of which the Participant should be aware with respect to his or her participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of August 2017. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Participant not rely on the information in this Appendix A as the only source of information relating to the consequences of his or her participation in the Plan because such information may be outdated when the Restricted Stock Units vest and/or when the Participant sells any Shares acquired at vesting of the Restricted Stock Units.

In addition, the information contained herein is general in nature and may not apply to the Participant’s particular situation. As a result, the Company is not in a position to assure the Participant of any particular result. The Participant, therefore, should seek appropriate professional advice as to how the relevant laws in his or her country may apply to his or her situation.

Finally, if the Participant is a citizen or resident of a country other than that in which he or she is currently residing and/or working, is considered a resident of another country for local law purposes or transfers employment and/or residency between countries after the Date of Grant, the information contained herein may not be applicable in the same manner to the Participant.

**EUROPEAN UNION**

***TERMS AND CONDITIONS***

The following provision applies to Participants residing in the European Union:

**No Continued Vesting Upon Termination Due to Retirement.** Section 3.3 of the Key Employee RSU Agreement shall not apply and Sections 1 and 3.1 of the Key Employee RSU Agreement shall be deemed amended, accordingly, such that no references to continued vesting after a termination due to Retirement shall apply to the Restricted Stock Units held by Participants residing in the European Union.



## AUSTRALIA

### **TERMS AND CONDITIONS**

**Retirement.** The Company reserves the right not to apply Section 3.3 of the Key Employee RSU Agreement, in which case, Sections 1 and 3.1 of the Key Employee RSU Agreement shall be deemed amended, accordingly, such that no references to continued vesting after a termination due to Retirement shall apply to the Restricted Stock Units. Alternatively, provided the Participant is not subject to taxation in the United States, the Company reserves the right to accelerate vesting of the Restricted Stock Units such that the Award would become fully vested as of the date Active Status terminates due to Retirement and the Award would be payable in accordance with Section 1 of the Key Employee RSU Agreement to the extent that it has not previously been forfeited.

**Australia Offer Document.** The offer of Restricted Stock Units is intended to comply with the provisions of the Corporations Act 2001, Australian Securities & Investments Commission (“ASIC”) Regulatory Guide 49 and ASIC Class Order CO 14/1000. Additional details are set forth in the Offer Document for the offer of Restricted Stock Units to Australian resident employees, which will be provided to the Participant with this Agreement.

**Compliance with Law .** Notwithstanding anything in the Key Employee RSU Agreement or the Plan to the contrary, the Participant will not be entitled to, and shall not claim, any benefit under the Plan if the provision of such benefit would give rise to a breach of Part 2D.2 of the Corporations Act 2001 (Cth), any other provision of that Act, or any other applicable statute, rule or regulation which limits or restricts the giving of such benefits. Further, the Employer is under no obligation to seek or obtain the approval of its shareholders in general meeting for the purpose of overcoming any such limitation or restriction.

### **NOTIFICATIONS**

**Tax Information.** The Plan is a plan to which subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to conditions in the Act).

**Exchange Control Information.** Exchange control reporting is required for cash transactions exceeding AUD10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on behalf of the Participant.

## AUSTRIA

### **NOTIFICATIONS**

**Foreign Asset/Account Reporting Information.** If the Participant holds Shares acquired under the Plan outside of Austria, the Participant may be required to submit a report to the Austrian National Bank. An exemption applies if the value of the Shares as of any given quarter does not meet or exceed €30,000,000 or as of December 31 does not meet or exceed €5,000,000. If the former threshold is exceeded, quarterly obligations are imposed and need to be complied with by the 15th day of the month following the end of the respective quarter, whereas if the latter threshold is exceeded, annual reports must be given. The annual reporting date is December 31 and the deadline for filing the annual report is January 31 of the following year.

When the Participant sells Shares acquired under the Plan, there may be exchange control obligations if the cash proceeds are held outside of Austria. If the transaction volume of all accounts abroad meets or exceeds €10,000,000, the movements and balances of all accounts must be reported monthly, as of the last day of the month, on or before the fifteenth day of the following month, on the prescribed form ( *Meldungen SI-Forderungen und/oder SI-Verpflichtungen* ).

## **BRAZIL**

### **TERMS AND CONDITIONS**

**Compliance with Law .** By accepting the Restricted Stock Units, the Participant acknowledges his or her agreement to comply with applicable Brazilian laws and to pay any and all applicable taxes associated with the vesting of the Restricted Stock Units, the receipt of any dividends, and the sale of Shares acquired under the Plan.

**Labor Law Policy and Acknowledgement.** This provision supplements the Nature of Grant section of the Key Employee RSU Agreement:

By accepting the Restricted Stock Units, the Participant agrees that (i) the Participant is making an investment decision, (ii) the Restricted Stock Units will vest only if the vesting conditions are met and any necessary services are rendered by the Participant over the vesting period and (iii) the value of the Shares subject to the Restricted Stock Units is not fixed and may increase or decrease in value over the vesting period without compensation to the Participant.

### **NOTIFICATIONS**

**Foreign Asset/Account Reporting Information .** If the Participant is a resident or domiciled in Brazil, he or she will be required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights is equal to or greater than US\$100,000 (approximately BRL316,190 as of August 2017). Quarterly reporting is required if such amount exceeds US\$100,000,000. Assets and rights that must be reported include Shares acquired upon vesting of the Restricted Stock Units.

## **CANADA**

### **TERMS AND CONDITIONS**

**Termination of Active Status.** Notwithstanding the last sentence of Section 2(a) of the Plan and consistent with Section 14(b) of the Plan, the Participant's Active Status shall be considered terminated as of the date that is the earlier of (a) the date that the Participant receives notice of termination of employment; (b) the date the Participant terminates employment; or (c) the date the Participant is no longer actively employed by the Company or any Subsidiary or affiliate of the Company regardless of any notice period or period of pay in lieu of such notice required under local law (including, but not limited to statutory law, regulatory law and/or common law); the Committee shall have the exclusive discretion to determine when the Participant's Active Status shall be considered terminated for purposes of the Restricted Stock Units (including when the Participant may still be considered to be providing services while on a leave of absence).

**The following provisions apply if the Participant is a resident of Quebec:**

**Language Consent.** The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

*Les parties reconnaissent avoir expressément souhaité que cette Convention, ainsi que tous les documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou lié, directement ou indirectement à la présente convention, soient rédigés en langue anglaise.*

**Data Privacy Notice and Consent.** The following provision supplements the Data Privacy section of the Key Employee RSU Agreement:

The Participant hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel (professional or not) involved in the administration and operation of the Plan. The Participant further authorizes the Company, any Subsidiary and affiliate and the Employer to disclose and discuss

the Participant's participation in the Plan with their advisors. The Participant further authorizes the Company, any Subsidiary and affiliate and the Employer to record such information and to keep it in the Participant's employee file.

## **NOTIFICATIONS**

**Securities Law Information** . The Participant is permitted to sell Shares acquired under the Plan through the designated broker appointed under the Plan, if any, provided that the resale of such Shares takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed ( *i.e.* , the NASDAQ Global Select Market).

**Foreign Asset/Account Reporting Information.** Foreign specified property, including shares of stock ( *i.e.* , Shares), options to purchase Shares and other rights to receive Shares ( *e.g.* , Restricted Stock Units) of a non-Canadian company held by a Canadian resident employee must generally be reported annually on a Form T1135 (Foreign Income Verification Statement), if the total cost of his or her foreign specified property exceeds C\$100,000 at any time during the year. Thus, Restricted Stock Units likely must be reported (generally at a nil cost) if the C\$100,000 cost threshold is exceeded because of other foreign specified property the Participant holds. When Shares are acquired, their cost generally is the adjusted cost base (" ACB ") of the Shares. The ACB ordinarily is equal to the fair market value of the Shares at the time of acquisition, but if the Participant owns other Shares (acquired separately), this ACB may have to be averaged with the ACB of the other Shares. The Participant should consult with a personal tax advisor to ensure compliance with the applicable reporting obligations.

## **CHINA**

The following applies only to Participants who are subject to exchange control restrictions in China, as determined by the Company in its sole discretion.

## **TERMS AND CONDITIONS**

**Termination of Employment; Change of Control.** The following provision supplements the Termination of Employment; Change of Control section of the Key Employee RSU Agreement:

Due to legal restrictions in China, the Participant agrees that the Company reserves the right to require the automatic sale of any Shares acquired at vesting of the Restricted Stock Units upon the termination of the Participant's Active Status with the Company or any Subsidiary or affiliate of the Company for any reason, including without limitation, voluntary termination by the Participant, termination because of the Participant's Retirement, Disability or death or termination by the Company or any Subsidiary or affiliate of the Company because of Misconduct. The Participant hereby authorizes the sale of all Shares issued to him or her as soon as administratively practicable after the applicable termination of Active Status and pursuant to this authorization. The Participant further agrees that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such Shares and the Participant expressly authorizes the Company's designated broker to complete the sale of such Shares. The Participant acknowledges that the Company's designated broker is under no obligation to arrange for the sale of the Shares at any particular price. Upon the sale of Shares, the Participant will receive the sale proceeds less any amounts necessary to satisfy Tax-Related Items and applicable transaction fees or commissions. Due to currency exchange conversion rate fluctuation between the applicable vesting date of the Restricted Stock Units and (if later) the date on which the Shares are sold, the amount of sale proceeds may be more or less than the fair market value of the Shares on the applicable vesting date (which is the relevant amount for purposes of calculating amounts necessary to satisfy applicable Tax-Related Items).

Furthermore, the Company reserves the right not to apply Section 3.3 of the Key Employee RSU Agreement, in which case, Sections 1 and 3.1 of the Key Employee RSU Agreement shall be deemed amended, accordingly, such that no references to continued vesting after a termination due to Retirement shall apply to the Restricted Stock Units. Alternatively, provided the Participant is not subject to taxation in the United States, the Company reserves the right to accelerate vesting of the Restricted Stock Units such that the Award would become fully vested as of the date Active Status terminates due to Retirement and the Award would be payable in accordance with Section 1 of the Key Employee RSU Agreement to the extent that it has not previously been forfeited.

**Exchange Control Restriction.** Due to exchange control laws and regulations in China, the Participant will be required immediately to repatriate to China the cash proceeds from the sale of Shares and any cash dividends paid on such Shares. The Participant further understands that, under local law, such repatriation of the cash proceeds may need to be effectuated through a special exchange control account established by the Company or a Subsidiary expressly for this purpose. By accepting the Restricted Stock Units, the Participant agrees that any cash proceeds from the sale of Shares or the receipt of any dividends may be transferred to such special account prior to being delivered to the Participant. The proceeds may be paid to the Participant in U.S. dollars or in local currency at the Company's discretion. If the proceeds are paid in U.S. dollars, the Participant understands that he or she will be required to open a U.S. dollar bank account in China and provide the bank account details to the Company or the Employer. The Participant acknowledges that, if the cash proceeds are paid in local currency, the Company is under no obligation to secure any particular currency exchange conversion rate. Furthermore, compliance with local exchange control laws and regulations may delay the conversion of cash proceeds into local currency. The Participant agrees that, if the conversion of the cash proceeds into local currency is delayed, he or she shall bear the risk of any currency exchange conversion rate fluctuation between the date on which the Shares issued at vesting of the Restricted Stock Units are sold or the cash dividend is paid and the date of conversion of the cash proceeds into local currency. The Participant further agrees to comply with any other requirements that the Company may impose in the future in order to facilitate compliance with exchange control requirements in China.

#### ***NOTIFICATIONS***

**Foreign Asset/Account Reporting Information.** The Participant may be required to report to the State Administration of Foreign Exchange all details of his or her foreign financial assets and liabilities, as well as details of any economic transactions conducted with non-China residents. Under these rules, the Participant may be subject to reporting obligations for the Restricted Stock Units, Shares acquired under the Plan and Plan-related transactions. The Participant should consult with a personal tax advisor in this regard.

#### **COLOMBIA**

##### ***TERMS AND CONDITIONS***

**Labor Law Acknowledgement.** The following provision supplements the Nature of Grant section of the Key Employee RSU Agreement:

The Participant acknowledges that pursuant to Article 128 of the Colombian Labor Code, the Plan, the Restricted Stock Units and any income realized under the Plan do not constitute a component of the Participant's "salary" for any legal purpose. Therefore, they will not be included and/or considered for purposes of calculating any and all labor benefits, such as legal/fringe benefits, vacations, indemnities, payroll taxes, social insurance contributions and/or any other labor-related amount which may be payable.

#### ***NOTIFICATIONS***

**Securities Law Information.** The Shares are not and will not be registered with the Colombian registry of publicly traded securities ( *Registro Nacional de Valores y Emisores* ) and therefore the Shares may not be offered to the public in Colombia. Nothing in the Agreement should be construed as making a public offer of securities in Colombia.

**Exchange Control Information.** If the Participant holds investments outside Colombia (including Shares the Participant acquires under the Plan) and the aggregate value of such investments is US\$500,000 or more as of December 31 of any year, the Participant will be required to register such investments with the Central Bank ( *Banco de la República* ) as foreign investments held abroad. Upon the subsequent sale or other disposition of any previously-registered investments, the Participant may choose to keep the resulting proceeds abroad, or to repatriate them to Colombia. If the Participant chooses to repatriate funds to Colombia and has not registered the investment with *Banco de la República*, a Form No. 5 must be filed with *Banco de la República* upon conversion of funds into local currency, which should be duly completed to reflect the nature of the transaction. If the investment was previously registered with *Banco de la República*, the Participant will need to file Form No. 4 upon conversion of funds into local currency, which should be

duly completed to reflect the nature of the transaction. If Shares are sold immediately upon receipt, no registration is required because no Shares are held abroad. It is the Participant's responsibility to comply with Colombian exchange control requirements.

**Foreign Asset/Account Reporting Information** . An annual informative return must be filed with the Colombian Tax Office detailing any assets held abroad (including Shares acquired under the Plan). If the individual value of any of these assets exceeds a certain threshold, each asset must be described in detail, including the jurisdiction in which it is located, its nature and its value.

### **COSTA RICA**

There are no country-specific provisions.

### **FRANCE**

#### ***TERMS AND CONDITIONS***

**Language Consent.** By accepting the Restricted Stock Units, the Participant confirms having read and understood the Plan and this Agreement, which were provided in the English language. The Participant accepts the terms of those documents accordingly.

*En acceptant cette attribution gratuite d'actions, le Participant confirme avoir lu et compris le Plan et ce Contrat, incluant tous leurs termes et conditions, qui ont été transmis en langue anglaise. Le Participant accepte les dispositions de ces documents en connaissance de cause.*

#### ***NOTIFICATIONS***

**Tax Information** . The Restricted Stock Unit Award is not intended to be a French tax-qualified Award.

**Foreign Asset/Account Reporting Information.** French residents must declare all foreign bank and brokerage accounts (including any accounts that were opened or closed during the tax year) on an annual basis on form No. 3916, together with their income tax return. Failure to complete this reporting triggers penalties for the resident.

### **GERMANY**

#### ***NOTIFICATIONS***

**Exchange Control Information** . If the Participant remits funds in excess of €12,500 into Germany, such cross-border payment must be reported monthly to the Deutsche Bundesbank (the German Central Bank). The Participant is responsible for the reporting obligation and should file the report electronically by the fifth day of the month following the month in which the payment is received. A copy of the form can be accessed via the Deutsche Bundesbank's website at [www.bundesbank.de](http://www.bundesbank.de) [www.bundesbank.de](http://www.bundesbank.de) and is available in both German and English.

### **HONG KONG**

#### ***TERMS AND CONDITIONS***

**Sale of Shares.** Shares issued at vesting of the Restricted Stock Units are accepted as a personal investment. In the event that Shares are acquired pursuant to the Restricted Stock Units within six (6) months of the Date of Grant, the Participant agrees that the Restricted Stock Units may not be offered to the public or otherwise disposed of prior to the six-month anniversary of the Date of Grant.

## **NOTIFICATIONS**

**SECURITIES WARNING:** *The contents of this document have not been reviewed by any regulatory authority in Hong Kong. The Participant is advised to exercise caution in relation to the offer. If the Participant is in any doubt about any of the contents of this Agreement, the Plan or any Plan prospectus, the Participant should obtain independent professional advice. The Restricted Stock Units and any Shares issued at vesting do not constitute a public offering of securities under Hong Kong law and are available only to Partners and Consultants of the Company or a Subsidiary or affiliate of the Company. The Agreement, the Plan and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a “prospectus” for a public offering of securities under the applicable securities legislation in Hong Kong. The Restricted Stock Units and related documents are intended solely for the personal use of each Partner and/or Consultant and may not be distributed to any other person.*

**Nature of Scheme.** The Company specifically intends that the Plan will not be an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance.

## **IRELAND**

There are no country-specific provisions.

## **ITALY**

## **TERMS AND CONDITIONS**

**Data Privacy .** This provision replaces the Data Privacy section of the Key Employee RSU Agreement:

*The Participant understands that the Employer, the Company and any Subsidiary or affiliate of the Company may hold certain personal information about the Participant, including, but not limited to, the Participant’s name, home address, e-mail address and telephone number, date of birth, social insurance number (to the extent permitted under Italian law), passport or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company or any Subsidiary or affiliate of the Company, details of all Restricted Stock Units or any other entitlement to Shares or equivalent benefits awarded, canceled, purchased, exercised, vested, unvested or outstanding in the Participant’s favor (“Data”), for the purpose of implementing, managing and administering the Plan.*

*The Participant also understands that providing the Company with Data is necessary for the performance of the Plan and that the Participant’s refusal to provide such Data would make it impossible for the Company to perform its contractual obligations and may affect the Participant’s ability to participate in the Plan. The Controller of personal data processing is Starbucks Corporation, with registered offices at 2401 Utah Avenue South, Seattle WA, 98134, U.S.A., and, pursuant to Legislative Decree no. 196/2003, its Representative in Italy for privacy purposes is Starbucks EMEA Ltd., with registered offices at Building 4, 566 Chiswick High Road, London W4 5YE, United Kingdom.*

*The Participant understands that Data will not be publicized, but it may be accessible by the Employer as the data processor of the Company and within the Employer’s organization by its internal and external personnel in charge of processing. Furthermore, Data may be transferred to Fidelity Stock Plan Services, LLC, or such other banks, financial institutions or brokers involved in the management and administration of the Plan. The Participant understands that Data may also be transferred to the independent registered public accounting firm engaged by the Company. The Participant further understands that the Company and/or any Subsidiary or affiliate of the Company will transfer Data among themselves as necessary for the purpose of implementing, administering and managing the Participant’s participation in the Plan, and that the Company and/or any Subsidiary or affiliate of the Company may each further transfer Data to third parties assisting the Company in the implementation, administration, and management of the Plan, including any requisite transfer of Data to Fidelity Stock Plan Services, LLC, or such other broker or third party with whom the Participant may elect to deposit any Shares issued in settlement of the Restricted Stock Units. Such recipients may receive, possess, use, retain, and transfer Data in electronic or other form, for the purposes of implementing, administering, and managing the Participant’s participation in the Plan.*

*The Participant understands that these recipients may be acting as controllers, processors, or persons in charge of processing, as the case may be, according to applicable privacy laws, and that they may be located in the European Economic Area or elsewhere, such as in the United States. Should the Company exercise its discretion in suspending all necessary legal obligations connected with the management and administration of the Plan, it will delete Data as soon as it has completed all the necessary legal obligations connected with the management and administration of the Plan.*

*The Participant understands that Data processing related to the purposes specified above shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Data is collected and with confidentiality and security provisions, as set forth by applicable laws and regulations, with specific reference to Legislative Decree no. 196/2003.*

*The processing activity, including communication, the transfer of Data abroad, including outside of the European Economic Area, as herein specified and pursuant to applicable laws and regulations, does not require the Participant's consent thereto, as the processing is necessary to contractual obligations related to implementation, administration, and management of the Plan. The Participant understands that, pursuant to Section 7 of the Legislative Decree no. 196/2003, the Participant has the right, including but not limited to, obtain confirmation that Data exist or not, access, verify their content, origin and accuracy, delete, update, integrate, correct, block or terminate, for legitimate reason, the Data processing.*

*Furthermore, the Participant is aware that Data will not be used for direct-marketing purposes. In addition, Data provided can be reviewed and questions or complaints can be addressed by contacting the Participant's local human resources representative.*

**Plan Document Acknowledgment** . In accepting the Restricted Stock Units, the Participant acknowledges a copy of the Plan was made available to the Participant, and that the Participant has reviewed the Plan and the Agreement, in their entirety and fully understands and accepts all provisions of the Plan and the Agreement.

The Participant further acknowledges that he or she has read and specifically and expressly approves the following provision in the Key Employee RSU Agreement: Section 1 ("Vesting Schedule; Form and Timing of Payment of Vested Restricted Stock Units"); Section 3 ("Termination of Employment; Change of Control"); Section 7 ("Responsibility for Taxes"); Section 8 ("Nature of Grant"); Section 12 ("Compliance with Law"); Section 20 ("Imposition of Other Requirements"); and the Data Privacy provision in this Appendix A.

#### **NOTIFICATIONS**

**Foreign Asset/Account Reporting Information** . If the Participant holds investments abroad or foreign financial assets ( e.g. , cash, Shares, Restricted Stock Units) that may generate income taxable in Italy, the Participant must report them on his or her annual tax return or on a special form if no tax return is due, irrespective of their value. The same reporting duties apply if the Participant is a beneficial owner of the investments, even if he or she does not directly hold investments abroad or foreign assets.

#### **JAPAN**

#### **NOTIFICATIONS**

**Foreign Asset/Account Reporting Information.** The details of any assets held outside of Japan as of December 31 (including the Shares acquired under the Plan) must be reported annually to the extent such assets have a total net fair market value exceeding ¥50 million. Such report is due by March 15 each year. The Participant should consult with his or her personal tax advisor as to whether the reporting obligation applies to the Participant and whether the Participant will be required to report details of his or her Restricted Stock Units, as well as the Shares, in the report.

## **NETHERLANDS**

There are no country-specific provisions.

## **SINGAPORE**

### ***TERMS AND CONDITIONS***

**Settlement of Awards and Sale of Shares.** This provision supplements the Form and Timing of Payment of Restricted Stock Units section of the Key Employee RSU Agreement:

The Participant hereby agrees that the Shares acquired pursuant to the Restricted Stock Units will not be offered for sale in Singapore prior to the six-month anniversary of the Grant Date, unless such sale or offer is made pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the Singapore Securities and Futures Act (Chapter 289, 2006 Ed.) (“SFA”) or pursuant to, and in accordance with the condition of, any other applicable provisions of the SFA.

### ***NOTIFICATIONS***

**SECURITIES LAW INFORMATION:** *The Restricted Stock Units are granted to the Participant by the Company pursuant to the “Qualifying Person” exemption under section 273(1)(f) of the SFA and the offer is not made with a view to the Restricted Stock Units or the Shares subject to Restricted Stock Units being subsequently offered for sale to any other party. The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore.*

**Chief Executive Officer and Director Notification Requirement.** The Chief Executive Officer (“CEO”) and any director, associate director or shadow director of a Singaporean Subsidiary or affiliate of the Company are subject to certain notification requirements under the Singapore Companies Act. The CEO and any director must notify the Singaporean Subsidiary or affiliate of the Company in writing of an interest in the Company ( e.g. , Restricted Stock Units or Shares) or any related company within two (2) business days of (i) the interest’s acquisition or disposal, (ii) any change in a previously disclosed interest ( e.g. , when the Shares are sold), or (iii) becoming CEO or a director, associate director or shadow director.

## **SWITZERLAND**

### ***TERMS AND CONDITIONS***

**Retirement.** The Company reserves the right not to apply Section 3.3 of the Key Employee RSU Agreement, in which case Sections 1 and 3.1 of the Key Employee RSU Agreement shall be deemed amended, accordingly, such that no references to continued vesting after a termination due to Retirement shall apply to the Restricted Stock Units.

### ***NOTIFICATIONS***

**Securities Law Information.** The Restricted Stock Units are not intended to be publicly offered in or from Switzerland. Because the offer of the Restricted Stock Units is considered a private offering, it is not subject to registration in Switzerland. Neither this document nor any other materials relating to the Restricted Stock Units constitutes a prospectus as such term is understood pursuant to article 652a of the Swiss Code of Obligations, and neither this document nor any other materials relating to the Restricted Stock Units may be publicly distributed or otherwise made publicly available in Switzerland. Further, neither the Agreement nor any other offering or marketing material relating to the Restricted Stock Units have been or will be filed with, approved or supervised by any Swiss regulatory authority (in particular, the Swiss Financial Market Supervisory Authority (FINMA)).



## **THAILAND**

### ***NOTIFICATIONS***

**Exchange Control Information.** Thai residents realizing cash proceeds in excess of US\$50,000 in a single transaction from the sale of Shares or dividends paid on such Shares must immediately repatriate all cash proceeds to Thailand and convert such proceeds to Thai Baht within 360 days of repatriation or deposit the funds in an authorized foreign exchange account in Thailand. The inward remittance must also be reported to the Bank of Thailand on a foreign exchange transaction form. Failure to comply with these obligations may result in penalties assessed by the Bank of Thailand.

The Participant should consult with his or her personal advisor prior to taking any action with respect to the remittance of proceeds into Thailand. The Participant is responsible for ensuring compliance with all exchange control laws in Thailand.

## **UNITED KINGDOM**

### ***TERMS AND CONDITIONS***

**Responsibility for Taxes.** The following provision supplements the Responsibility for Taxes section of the Key Employee RSU Agreement:

Without limitation to Section 7 of the Key Employee RSU Agreement, the Participant agrees that he or she is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items as and when requested by the Company or the Employer or by Her Majesty's Revenue and Customs (" HMRC ") (or any other tax authority or any other relevant authority). The Participant also agrees to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold on the Participant's behalf or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on the Participant's behalf.

Notwithstanding the foregoing, if the Participant is an executive officer or director of the Company (within the meaning of Section 13(k) of the Exchange Act ), the Participant acknowledges that he or she may not be able to indemnify the Company or the Employer for the amount of any income tax not collected from or paid by the Participant, as it may be considered a loan. In this case, the amount of any income tax not collected within ninety (90) days of the end of the U.K. tax year in which the event giving rise to the Tax-Related Item(s) occurs may constitute a benefit to the Participant on which additional income tax and National Insurance Contributions (" NICs ") may be payable. The Participant understands that he or she will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company and/or the Employer (as appropriate) the amount of any NICs due on this additional benefit, which may also be recovered from the Participant at any time by any of the means referred to in Section 7 of the Key Employee RSU Agreement.

**STARBUCKS CORPORATION**  
**GLOBAL KEY EMPLOYEE STOCK OPTION GRANT AGREEMENT**  
**FOR PURCHASE OF STOCK UNDER THE**  
**2005 LONG-TERM EQUITY INCENTIVE PLAN**

STARBUCKS CORPORATION (the “Company”) does hereby grant to the individual named below (the “Optionee”), the number of options to purchase a share (a “Share”) of the Company’s Common Stock (the “Options”) set forth below for the exercise price per share (the “Exercise Price”) set forth below. Such Options shall vest and terminate according to the vesting schedule and term information described below in this Global Key Employee Stock Option Grant Agreement, including any special terms and conditions applicable to the Optionee’s country contained in Appendix A attached hereto (together with the Global Key Employee Stock Option Grant Agreement, this “Agreement”). All terms of this Agreement shall be subject to the terms and conditions of the 2005 Long-Term Equity Incentive Plan (the “Plan”). Capitalized terms not explicitly defined in this Agreement but defined in the Plan shall have the same definition as in the Plan.

<b>Optionee:</b>	
<b>Number of Options:</b>	
<b>Type of Option Grant:</b>	<b>Non-Qualified Stock Option</b>
<b>Exercise Price:</b>	
<b>Date of Grant:</b>	
<b>Term of Option:</b>	<b>10 years from Date of Grant</b>
<b>Vesting Schedule:</b>	

**ACKNOWLEDGMENT AND CONSENT**

**1. Termination of Employment; Change of Control.**

**1.1 Termination of Employment.** Except as provided in Section 1.2 or 1.3 below, any unvested Options subject to this Agreement shall immediately terminate and be automatically forfeited by the Optionee to the Company upon the termination of the Optionee’s Active Status with the Company or any Subsidiary or affiliate of the Company for any reason (as further described in Section 5(n) below), including without limitation, voluntary termination by the Optionee, or termination by the Company or any Subsidiary or affiliate of the Company because of Misconduct.

**1.2 Change of Control.** Upon a Change of Control, the vesting of the Options shall accelerate, and the Options shall become fully vested and exercisable to the extent and under the terms and conditions set forth in the Plan; provided, that for purposes of this Section, “Resignation (or Resign) for Good Reason” shall have the following meaning:

“Resignation (or Resign) for Good Reason” shall mean any voluntary termination by written resignation of the Active Status of an Optionee after a Change of Control because of: (1) a material reduction in the Partner’s authority, responsibilities or scope of employment; (2) an assignment of duties to the Partner materially inconsistent with the Partner’s role at the Company (including its Subsidiaries and affiliates) prior to the Change of Control, (3) a material reduction in the Partner’s base salary or total incentive compensation; (4) a material reduction in the Partner’s benefits unless such reduction applies to all Partners of comparable rank; or (5) the relocation of the Partner’s primary work location more than 50 miles from the Partner’s primary work location prior to the Change of Control. Notwithstanding the foregoing, an Optionee shall not be deemed

to have Resigned for Good Reason unless the Optionee, within one year after a Change of Control, (i) notifies the Company of the existence of the condition giving rise to a Resignation for Good Reason within 90 days of the initial existence of such condition, (ii) gives the Company at least 30 days following the date on which the Company receives such notice (and prior to termination) in which to remedy the condition, and (iii) if the Company does not remedy such condition within such 30-day period, actually terminates employment within 60 days after the expiration of such 30-day period (and before the Company remedies such condition). If the Company remedies such condition within such 30-day period (or at any time prior to the Optionee's actual termination), then any Resignation for Good Reason by the Optionee on account of such condition will not be a Resignation for Good Reason.

**1.3 Death, Disability or Retirement** . If the Optionee's Active Status terminates due to death, Disability or Retirement, any unvested Options shall become fully vested and immediately exercisable as of the date of termination of Active Status due to death, Disability or Retirement.

**2. Misconduct** . As a condition to receiving and becoming eligible to vest and exercise the Options, the Optionee hereby agrees not to engage in Misconduct.

**3. Clawback** . If the Company determines, in its sole discretion, that the Optionee has engaged in Misconduct, the Optionee agrees and covenants that (a) any unexercised portion of the Options shall be immediately forfeited as of the date the Company determines that the Optionee has engaged in Misconduct (the "Determination Date"); (b) if any part of the Options were exercised prior to the Determination Date, upon the Company's demand, the Optionee shall immediately deliver to the Company (i) the Shares that the Optionee acquired upon exercise of such Options and (ii) to the extent any such Shares were previously sold by the Optionee, a cash amount equal to the Fair Market Value as of the Determination Date of the Shares contemplated to be returned to the Company under this clause; and (c) the foregoing remedies set forth in this Section 3 shall not be the Company's exclusive remedies, which shall include, among other remedies, injunctive relief and damages that may be available to the Company. The Company reserves all other rights and remedies available to it at law or in equity.

**4. Responsibility for Taxes** . Regardless of any action the Company or, if different, the Optionee's employer (the "Employer") takes with respect to any or all income tax, social insurance, payroll tax, fringe benefit tax, payment on account or other tax-related items related to the Optionee's participation in the Plan and legally applicable to the Optionee ("Tax-Related Items"), the Optionee acknowledges that the ultimate liability for all Tax-Related Items is and remains his or her responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. The Optionee further acknowledges that the Company and/or the Employer (1) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Options, including but not limited to, the grant, vesting or exercise of the Options, the subsequent sale of Shares acquired pursuant to such exercise and the receipt of any dividends; and (2) do not commit to and are under no obligation to structure the terms of the grant or any aspect of the Options to reduce or eliminate the Optionee's liability for Tax-Related Items or achieve any particular tax result. Furthermore, if the Optionee is subject to tax in more than one jurisdiction, he or she acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to exercise of the Options or any other relevant taxable or tax withholding event, as applicable, the Optionee must pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the Optionee authorizes the Company and/or the Employer, or their respective agents, in their sole discretion, to satisfy their withholding obligations with regard to all Tax-Related Items by one or a combination of the following:

- (a) withholding from the Optionee's wages or other cash compensation paid to the Optionee by the Company and/or the Employer; or
- (b) withholding from proceeds of the sale of Shares acquired upon exercise of the Options, either through a voluntary sale or through a mandatory sale arranged by the Company (on the Optionee's behalf pursuant to this authorization without further consent), to the extent and in the manner permitted by

all applicable securities laws, including making any necessary securities registration or taking any other necessary actions; or

- (c) withholding in whole Shares to be issued at exercise of the Options based on the Fair Market Value of the underlying Shares on the date the withholding obligation arises, in an amount equal to the aggregate withholding obligation as determined by the Company and/or the Employer with respect to such Options.

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts or other applicable withholding rates, including maximum applicable rates, to the extent authorized under the Plan, in which case the Optionee may receive a refund of any over-withheld amount in cash and will have no entitlement to the Common Stock equivalent. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Optionee is deemed to have been issued the full number of Shares subject to the exercised Options, notwithstanding that a number of the Shares is held back solely for the purpose of paying the Tax-Related Items due as a result of any aspect of the Optionee's participation in the Plan. In the event the Tax-Related Items withholding obligation would result in a fractional number of Shares to be withheld by the Company, such number of shares to be withheld shall be rounded up to the next nearest number of whole Shares. If, due to rounding of Shares, the value of the number of shares retained by the Company pursuant to this provision is more than the amount required to be withheld, then the Company may pay such excess amount to the relevant tax authority as additional withholding with respect to the Optionee.

Finally, the Optionee is required to pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of his or her participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver Shares or the proceeds of the sale of Shares if the Optionee fails to comply with his or her obligations in connection with the Tax-Related Items. The Optionee shall have no further rights with respect to any Shares that are retained by the Company pursuant to this provision, and under no circumstances will the Company be required to issue any fractional Shares.

5. **Nature of Grant.** In accepting the grant of the Options, the Optionee acknowledges, understands and agrees that:
- (a) the Plan is established voluntarily by the Company, is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time, to the extent permitted by the Plan;
  - (b) the grant of the Options is voluntary and occasional and does not create any contractual or other right to receive future grants of options or other awards, or benefits in lieu of options, even if options have been granted in the past;
  - (c) all decisions with respect to future option or other grants, if any, will be at the sole discretion of the Company;
  - (d) the Optionee's participation in the Plan shall not create a right to employment or be interpreted as forming an employment or service relationship with the Company, the Employer or any other Subsidiary or affiliate of the Company and shall not interfere with the ability of the Company, the Employer or any other Subsidiary or affiliate of the Company, as applicable, to terminate his or her employment or service relationship, if any;
  - (e) the Optionee is voluntarily participating in the Plan;
  - (f) the Options and the Shares subject to the Options, and the income from and value of same, are not intended to replace any pension rights or compensation;
  - (g) the Options and the Shares subject to the Options, and the income from and value of same, are not part of normal or expected compensation or salary for purposes of calculating any severance,

resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, pension or retirement or welfare benefits or similar mandatory payments;

- (h) unless otherwise agreed with the Company, the Options and the Shares subject to the Options, and the income from and value of same, are not granted as consideration for, or in connection with, the service that the Optionee may provide as a director of a Subsidiary or affiliate of the Company;
- (i) the future value of the Shares subject to the Options is unknown, indeterminable, and cannot be predicted with certainty;
- (j) if the underlying Shares do not increase in value, the Options will have no value;
- (k) if the Optionee exercises the Option and acquires Shares, the value of such Shares may increase or decrease in value even below the Exercise Price;
- (l) after termination of the Optionee's Active Status, the Optionee is no longer eligible to receive any new options under the Plan;
- (m) no claim or entitlement to compensation or damages shall arise from termination of the Options resulting from termination of the Optionee's Active Status (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Optionee is employed or providing services or the terms of the Optionee's employment or service contract, if any);
- (n) for purposes of the Options, and notwithstanding anything to the contrary contained in the Plan, the Optionee's Active Status will be considered terminated as of the date the Optionee is no longer actively providing services to the Company or one of its Subsidiaries or affiliates (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Optionee is employed or providing services or the terms of the Optionee's employment or service contract, if any), and, unless otherwise provided in this Agreement or the Plan, (i) the Optionee's right to vest in the Options under the Plan, if any will terminate as of such date and will not be extended by any notice period ( *e.g.* , the Optionee's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Optionee is employed or providing services or the terms of the Optionee's employment or service contract, if any), and (ii) the period (if any) during which the Optionee may exercise the Options after termination of the Optionee's Active Status will commence on such date and will not be extended by any notice period under employment laws in the jurisdiction where the Optionee is employed or providing services or the terms of the Optionee's employment or service contract, if any; the Committee shall have the exclusive discretion to determine when the Optionee's Active Status for purposes of the Option grant is terminated (including whether the Optionee may still be considered to be providing services while on a leave of absence);
- (o) unless otherwise provided in the Plan or by the Company in its discretion, the Option and the benefits evidenced by this Agreement do not create any entitlement to have the Option or any such benefits transferred to, or assumed by, another company nor be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Common Stock; and
- (p) the following provisions apply only if the Optionee is providing services outside the United States:
  - (1) the Option and the Shares subject to the Option, and the income from and value of same, are not part of normal or expected compensation or salary for any purpose; and
  - (2) neither the Company, the Employer nor any other Subsidiary or affiliate of the Company shall be liable for any foreign exchange rate fluctuation between the Optionee's local

currency and the United States Dollar that may affect the value of the Options or of any amounts due to the Optionee pursuant to the exercise of the Options or the subsequent sale of any Shares acquired upon exercise.

6. **Method of Payment**. The permissible methods of payment of consideration for any Shares to be issued upon exercise of an Option shall be (i) a request that the Company or the designated brokerage firm conduct a cashless exercise of the Option and (ii) cash.

7. **No Advice Regarding Grant**. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Optionee's participation in the Plan, or the Optionee's acquisition or sale of the underlying Shares. The Optionee should consult with his or her own personal tax, legal and financial advisors regarding his or her participation in the Plan before taking any action related to the Plan.

8. **Data Privacy**. *The Optionee hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of his or her personal data as described in this Agreement and any other Option grant materials by and among, as applicable, the Employer, the Company, and its other Subsidiaries and affiliates for the exclusive purpose of implementing, administering and managing the Optionee's participation in the Plan.*

*The Optionee understands that the Company and the Employer may hold certain personal information about the Optionee, including, but not limited to, the Optionee's name, home address and telephone number, e-mail address, date of birth, social insurance number (to the extent permitted under applicable local law) passport or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Options or any other entitlement to shares of stock or equivalent benefits awarded, canceled, purchased, exercised, vested, unvested or outstanding in the Optionee's favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan.*

*The Optionee understands that Data will be transferred to Fidelity Stock Plan Services, LLC, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The recipients of Data may be located in the United States or elsewhere, and each recipient's country (e.g., the United States) may have different data privacy laws and protections than the Optionee's country. If the Optionee resides outside the United States, the Optionee may request a list with the names and addresses of any potential recipients of Data by contacting his or her local partner resources representative. The Optionee authorizes the Company, Fidelity Stock Plan Services, LLC and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer Data, in electronic or other form, for the sole purpose of implementing, administering and managing his or her participation in the Plan, including any requisite transfer of such Data as may be required to a broker, escrow agent or other third party with whom the Optionee may elect to deposit any Shares received upon exercise of the Options. The Optionee understands that Data will be held only as long as is necessary to implement, administer and manage the Optionee's participation in the Plan. If the Optionee resides outside the United States, the Optionee may, at any time, view Data, request information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, in any case without cost, by contacting his or her local partner resources representative. Further, the Optionee understands that he or she is providing the consents herein on a purely voluntary basis. If the Optionee does not consent, or if the Optionee later seeks to revoke his or her consent, his or her employment or service with the Employer will not be affected; the only consequence of refusing or withdrawing the Optionee's consent is that the Company would not be able to grant Options or other equity awards to the Optionee or administer or maintain such awards. Therefore, the Optionee understands that refusal or withdrawal of the Optionee's consent may affect the Optionee's ability to participate in the Plan. For more information on the consequences of the Optionee's refusal to consent or withdrawal of consent, the Optionee understands that he or she may contact his or her local partner resources representative.*

9. **Governing Law/Choice of Venue**. The Options and the provisions of this Agreement are governed by, and subject to, the laws of the State of Washington, as provided in the Plan, without regard for its conflict of laws provisions. For purposes of litigating any dispute that arises under this grant or this Agreement, the parties hereby submit to and

consent to the exclusive jurisdiction of the State of Washington, agree that such litigation shall be conducted exclusively in the courts of King County, or the federal courts of the United States for the 9<sup>th</sup> Circuit, and no other courts, where this grant is made and/or to be performed.

**10. Compliance with Law.** Notwithstanding any other provision of the Plan or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the Shares, the Company shall not be required to deliver any Shares issuable upon exercise of the Options prior to the completion of any registration or qualification of the Shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission (“SEC”) or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Optionee understands that the Company is under no obligation to register or qualify the Shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, the Optionee agrees that the Company shall have unilateral authority to amend the Plan and this Agreement without the Optionee’s consent to the extent necessary to comply with securities or other laws applicable to issuance of shares.

**11. Language.** If the Optionee has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

**12. Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Optionee hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

**13. Severability.** The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

**14. Undertakings.** The Optionee hereby agrees to take whatever additional action and execute whatever additional documents the Company may deem necessary or advisable in order to carry out or effect one or more of the obligations or restrictions imposed on either the Optionee or the Option pursuant to the provisions of this Agreement.

**15. Restrictions on Transfer.** Notwithstanding anything in the Plan to the contrary, the Options granted pursuant to this Award may not be sold, pledged (as collateral for a loan or as security for the performance of an obligation or for any other purpose), assigned, hypothecated, transferred, disposed of in exchange for consideration, made subject to attachment or similar proceedings, or otherwise disposed of under any circumstances, except that the Options may be transferred (i) by will or by laws of descent and distribution applicable to a deceased Optionee, (ii) pursuant to a domestic relations order, (iii) to the extent permitted by the Board or Committee, to one or more of the beneficiaries on a Company-approved form who may exercise the Option after the Optionee’s death; and/or (iv) by gift to a Family Member of the Optionee. For purposes of this Section 15, a “Family Member” shall include any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, any person sharing an Optionee’s household (other than a tenant or an employee), a trust in which these persons have more than fifty percent (50%) of the beneficial interest, a foundation in which these persons (or an Optionee) control the management of assets, and any other entity in which these persons (or an Optionee) own more than fifty percent (50%) of the voting interests.

**16. Appendix A.** Notwithstanding any provisions in this Agreement, the Options shall be subject to any special terms and conditions set forth in the Appendix A for the Optionee’s country. Moreover, if the Optionee relocates to one of the countries included in the Appendix A, the special terms and conditions for such country will apply to the Optionee, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for

legal or administrative reasons. The Appendix A constitutes part of this Global Key Employee Stock Option Grant Agreement.

**17. Imposition of Other Requirements.** The Company reserves the right to impose other requirements on the Optionee's participation in the Plan, on the Options and on any Shares acquired under the Plan, to the extent the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Optionee to sign any additional agreements or undertakings (as provided in Section 14 above) that may necessary to accomplish the foregoing.

**18. Waiver.** If the Optionee breaches or otherwise does not comply with any provision of this Agreement, but the Company does not act upon this breach or non-compliance and continues to comply with its obligations under this Agreement, this shall not mean that the Company waives any other provision of this Agreement or will otherwise permit any further breach of or non-compliance with any provision of this Agreement.

**19. Insider Trading/Market Abuse Laws.** The Optionee acknowledges that, depending on the applicable jurisdiction, the Optionee may be subject to insider trading restrictions and/or market abuse laws, which may affect the Optionee's ability to acquire or sell Shares or rights to Shares ( e.g. , Options) under the Plan during such times as the Optionee is considered to have "inside information" regarding the Company (as defined by the laws in the applicable jurisdiction). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. The Optionee acknowledges that it is the Optionee's responsibility to comply with any applicable restrictions, and the Optionee should consult with the Optionee's own personal legal and financial advisors on this matter before taking any action related to the Plan.

**20. Foreign Asset/Account Reporting; Exchange Controls.** The Optionee's country may have certain foreign asset and/or account reporting requirements and/or exchange controls which may affect the Optionee's ability to acquire or hold Shares under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of Shares) in a brokerage or bank account outside the Optionee's country. The Optionee may be required to report such accounts, assets or transactions to the tax or other authorities in his or her country. The Optionee also may be required to repatriate sale proceeds or other funds received as a result of the Optionee's participation in the Plan to his or her country through a designated bank or broker and/or within a certain time after receipt. The Optionee acknowledges that it is his or her responsibility to be compliant with such regulations, and the Optionee should consult his or her personal legal advisor for any details.

Finally, the Company hereby strongly recommends that the Optionee seek the advice of a personal tax and/or legal advisor to obtain specific information concerning the tax and other legal consequences associated with the Options.

\* \* \*



By the Optionee's signature and the Company's signature below, the Optionee and the Company agree that this grant is governed by this Agreement and the Plan.

EXECUTED as of the Date of Grant.

STARBUCKS CORPORATION  
By \_\_\_\_\_  
Its \_\_\_\_\_

OPTIONEE  
Signature \_\_\_\_\_

**APPENDIX A**  
**TO**  
**STARBUCKS CORPORATION**  
**GLOBAL KEY EMPLOYEE STOCK OPTION GRANT AGREEMENT**  
**FOR PURCHASE OF STOCK UNDER THE**  
**2005 LONG-TERM EQUITY INCENTIVE PLAN**

Capitalized terms not explicitly defined in this Appendix A but defined in the Global Key Employee Stock Option Grant Agreement, the Plan or any applicable country-specific sub-plan shall have the same definitions as in the Plan, any applicable country-specific sub-plan and/or the Global Key Employee Stock Option Grant Agreement (the “Key Employee Option Agreement”).

***TERMS AND CONDITIONS***

This Appendix A, which is part of the Key Employee Option Agreement, includes additional terms and conditions that govern the Options to purchase Shares under the Plan and that will apply to the Optionee if he or she is in one of the countries listed below.

If the Optionee is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, is considered a resident of another country for local law purposes or transfers employment and/or residency between countries after the Date of Grant, the Company shall, in its sole discretion, determine to what extent the additional terms and conditions included herein will apply to the Optionee under these circumstances.

***NOTIFICATIONS***

This Appendix A also includes information regarding exchange control and certain other issues of which the Optionee should be aware with respect to his or her participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of August 2017. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Optionee not rely on the information in this Appendix A as the only source of information relating to the consequences of his or her participation in the Plan because such information may be outdated when the Optionee exercises the Options and/or sells any Shares acquired at exercise.

In addition, the information contained herein is general in nature and may not apply to the Optionee’s particular situation. As a result, the Company is not in a position to assure the Optionee of any particular result. The Optionee therefore should seek appropriate professional advice as to how the relevant laws in his or her country may apply to the Optionee’s situation.

Finally, if the Optionee is a citizen or resident of a country other than that in which he or she is currently residing and/or working, is considered a resident of another country for local law purposes or transfers employment and/or residency between countries after the Date of Grant, the information contained herein may not be applicable in the same manner to the Optionee.

**ALL COUNTRIES OUTSIDE THE U.S.**

**Method of Payment.** Notwithstanding Section 7(b) of the Plan or Section 6 of the Key Employee Option Agreement, due to legal restrictions outside the United States, the consideration for any Shares to be issued upon exercise of the Options may not be paid by the tender of Shares owned by the Optionee.

**EUROPEAN UNION**

***TERMS AND CONDITIONS***

The following provision applies to Optionees residing in the European Union:

**No Vesting or Extended Exercise Period Upon Retirement.** Section 8(a)(v) of the Plan shall not apply and Section 8(a)(i) of the Plan shall be deemed amended for purposes of this Agreement accordingly. Further, all references to Retirement in Section 10(d) of the Plan and Section 1.3 of the Key Employee Option Agreement shall not apply to the Options.

## **AUSTRALIA**

### ***TERMS AND CONDITIONS***

**Compliance with Law .** Notwithstanding anything in the Key Employee Option Agreement or the Plan to the contrary, the Optionee will not be entitled to, and shall not claim, any benefit under the Plan if the provision of such benefit would give rise to a breach of Part 2D.2 of the Corporations Act 2001 (Cth), any other provision of that Act, or any other applicable statute, rule or regulation which limits or restricts the giving of such benefits. Further, the Employer is under no obligation to seek or obtain the approval of its shareholders in general meeting for the purpose of overcoming any such limitation or restriction.

### ***NOTIFICATIONS***

**Tax Information.** The Plan is a plan to which subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to conditions in the Act).

**Securities Law Information.** If the Optionee acquires shares of Common Stock under the Plan and subsequently offers such shares for sale to a person or entity resident in Australia, the offer may be subject to disclosure requirements under Australian law. The Optionee should obtain legal advice as to his or her disclosure obligations prior to making any such offer.

**Exchange Control Information.** Exchange control reporting is required for cash transactions exceeding AUD10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on behalf of the Optionee.

## **AUSTRIA**

### ***NOTIFICATIONS***

**Foreign Asset/Account Reporting Information.** If the Optionee holds Shares acquired under the Plan outside of Austria, the Optionee may be required to submit a report to the Austrian National Bank. An exemption applies if the value of the Shares as of any given quarter does not meet or exceed €30,000,000 or as of December 31 does not meet or exceed €5,000,000. If the former threshold is exceeded, quarterly obligations are imposed and need to be complied with by the 15th day of the month following the end of the respective quarter, whereas if the latter threshold is exceeded, annual reports must be given. The annual reporting date is December 31 and the deadline for filing the annual report is January 31 of the following year.

When the Optionee sells Shares acquired under the Plan, there may be exchange control obligations if the cash proceeds are held outside of Austria. If the transaction volume of all accounts abroad meets or exceeds €10,000,000, the movements and balances of all accounts must be reported monthly, as of the last day of the month, on or before the fifteenth day of the following month, on the prescribed form ( *Meldungen SI-Forderungen und/oder SI-Verpflichtungen* ).

## **BRAZIL**

### ***TERMS AND CONDITIONS***

**Compliance with Law .** By accepting the Options, the Optionee acknowledges his or her agreement to comply with applicable Brazilian laws and to pay any and all applicable taxes associated with the exercise of the Options, the receipt of any dividends, and the sale of Shares acquired under the Plan.

**Labor Law Policy and Acknowledgement** . This provision supplements Section 5 of the Key Employee Option Agreement:

By accepting and/or exercising the Options, the Optionee agrees that (i) he or she is making an investment decision, (ii) the Options will become exercisable only if the vesting conditions are met and any necessary services are rendered by the Optionee over the vesting period and (iii) the value of the underlying Shares is not fixed and may increase or decrease in value over the vesting period without compensation to the Optionee.

#### **NOTIFICATIONS**

**Foreign Asset/Account Reporting Information** . If the Optionee is a resident or domiciled in Brazil, he or she will be required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights is equal to or greater than US\$100,000 (approximately BRL316,190 as of August 2017). Quarterly reporting is required if such amount exceeds US\$100,000,000. Assets and rights that must be reported include Shares acquired upon exercise of the Options.

**Exchange Control Information** . Remittances of funds for the purchase of Shares under the Plan (i.e., a cash exercise) must be made through an authorized commercial bank in Brazil. The bank that assists with the transfer of funds may require certain documents or information regarding the transfer.

#### **CANADA**

##### **TERMS AND CONDITIONS**

**Termination of Active Status.** Notwithstanding the last sentence of Section 2(a) of the Plan and consistent with Section 14(b) of the Plan, the Optionee's Active Status shall be considered terminated as of the date that is the earlier of (a) the date that the Optionee receives notice of termination of employment; (b) the date the Optionee terminates employment; or (c) the date the Optionee is no longer actively employed by the Company or any Subsidiary or affiliate of the Company regardless of any notice period or period of pay in lieu of such notice required under local law (including, but not limited to statutory law, regulatory law and/or common law); the Committee shall have the exclusive discretion to determine when the Optionee's Active Status shall be considered terminated for purposes of the Options (including when the Optionee may still be considered to be providing services while on a leave of absence).

**The following provisions apply to the Optionee's Options if the Optionee is a resident of Quebec:**

**Language Consent.** The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

*Les parties reconnaissent avoir expressément souhaité que cette Convention, ainsi que tous les documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou lié, directement ou indirectement à la présente convention, soient rédigés en langue anglaise.*

**Data Privacy Notice and Consent.** The following provision supplements Section 8 of the Key Employee Option Agreement:

The Optionee hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel (professional or not) involved in the administration and operation of the Plan. The Optionee further authorizes the Company, any Subsidiary and affiliate and the Employer to disclose and discuss his or her participation in the Plan with their advisors. The Optionee also authorizes the Company, any Subsidiary and affiliate and the Employer to record such information and to keep it in the Optionee's employee file.

## **NOTIFICATIONS**

**Securities Law Information.** The Optionee is permitted to sell Shares acquired through the Plan through the designated broker appointed under the Plan, if any, provided that the resale of such Shares takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed ( *i.e.* , the NASDAQ Global Select Market).

**Foreign Asset/Account Reporting Information.** Foreign specified property, including shares of stock ( *i.e.* , Shares), options to purchase shares ( *i.e.* , Options) and other rights to receive shares ( *e.g.* , restricted stock units) of a non-Canadian company held by a Canadian resident employee must generally be reported annually on a Form T1135 (Foreign Income Verification Statement) if the total cost of his or her foreign specified property exceeds C\$100,000 at any time during the year. Thus, the Options must be reported (generally at a nil cost) if the C\$100,000 cost threshold is exceeded because other foreign specified property the Optionee holds. When Shares are acquired, their cost generally is the adjusted cost base (“ ACB ”) of the shares. The ACB ordinarily is equal the fair market value of the Shares at the time of acquisition, but if the Optionee owns other Shares, this ACB may have to be averaged with the ACB of the other Shares. The Optionee should consult with his or her personal tax advisor to ensure compliance with the applicable reporting obligations.

## **CHINA**

The following applies only if the Optionee is subject to exchange control restrictions in China, as determined by the Company in its sole discretion.

## **TERMS AND CONDITIONS**

**Cashless Exercise Restriction.** Notwithstanding Section 7(b) of the Plan, due to legal restrictions in China, the Optionee will be required to pay the Exercise Price by a cashless exercise through a licensed securities broker acceptable to the Company, such that all Shares subject to the exercised Options will be sold immediately upon exercise and the proceeds of sale, less the Exercise Price, any Tax-Related Items and broker’s fees or commissions, will be remitted to the Optionee in accordance with any applicable exchange control laws and regulations. The Company reserves the right to provide the Optionee with additional methods of exercise depending on the development of local exchange control law.

Due to fluctuations in the trading price of the Company’s Common Stock and/or the U.S. dollar/RMB currency exchange rate between the exercise/sale date and (if later) when the sale proceeds can be converted into local currency, the sale proceeds that the Optionee receives may be more or less than the fair market value of the Shares on the exercise/sale date minus the Exercise Price (which is the amount relevant to determining the Optionee’s tax liability).

**Termination of Employment.** Notwithstanding any provision in the Plan, due to legal restrictions in China, the Optionee agrees that the Optionee may be required to exercise the Option within a certain period of time after termination of the Optionee’s Active Status for any reason, including without limitation, the Optionee’s voluntary termination, termination because of Retirement, Disability or death or termination by the Company or any Subsidiary or affiliate of the Company because of Misconduct. The Optionee hereby authorizes the Company or the Company’s designated broker to effect the exercise on the Optionee’s behalf at the end of the period. The Optionee acknowledges that the Company or the Company’s designated broker is under no obligation to effect the exercise and immediate sale of the Shares subject to the exercised Option at any particular price. Upon the exercise, the Optionee will receive the sale proceeds less any amounts necessary to satisfy Tax-Related Items and applicable transaction fees or commissions.

**Exchange Control Restriction.** Due to exchange control laws and regulations in China, the Optionee will be required immediately to repatriate to China the cash proceeds from the sale of Shares. The Optionee further understands that, under local law, such repatriation of the cash proceeds may need to be effectuated through a special exchange control account established by the Company or a Subsidiary expressly for this purpose. By accepting the Options, the Optionee agrees that any cash proceeds from the sale of Shares may be transferred to such special account prior to being delivered to the Optionee. The proceeds may be paid to the Optionee in U.S. dollars or in local currency at the Company’s discretion. If the proceeds are paid in U.S. dollars, the Optionee understands that he or she will be required to open a U.S. dollar bank account in China and provide the bank account details to the Company or the Employer. The Optionee

acknowledges that, if the cash proceeds are paid in local currency, the Company is under no obligation to secure any particular currency exchange conversion rate. Furthermore, compliance with local exchange control laws and regulations may delay the conversion of cash proceeds into local currency. The Optionee agrees that, if the conversion of the cash proceeds into local currency is delayed, he or she shall bear the risk of any currency exchange conversion rate fluctuation between the date on which the Shares issued at exercise of the Options are sold and the date of conversion of the cash proceeds into local currency. The Optionee further agrees to comply with any other requirements that the Company may impose in the future in order to facilitate compliance with exchange control requirements in China.

#### ***NOTIFICATIONS***

**Foreign Asset/Account Reporting Information** . The Optionee may be required to report to the State Administration of Foreign Exchange all details of his or her foreign financial assets and liabilities, as well as details of any economic transactions conducted with non-China residents. Under these rules, the Optionee may be subject to reporting obligations for the Options, Shares acquired under the Plan and Plan-related transactions. The Optionee should consult with his or her personal tax advisor in this regard.

#### **COLOMBIA**

##### ***TERMS AND CONDITIONS***

**Labor Law Acknowledgement.** The following provision supplements Section 5 of the Key Employee Option Agreement:

The Optionee acknowledges that pursuant to Article 128 of the Colombian Labor Code, the Plan, the Options and any income realized under the Plan do not constitute a component of the Optionee's "salary" for any legal purpose. Therefore, they will not be included and/or considered for purposes of calculating any and all labor benefits, such as legal/fringe benefits, vacations, indemnities, payroll taxes, social insurance contributions and/or any other labor-related amount which may be payable.

#### ***NOTIFICATIONS***

**Securities Law Information.** The Shares are not and will not be registered with the Colombian registry of publicly traded securities ( *Registro Nacional de Valores y Emisores* ) and therefore the Shares may not be offered to the public in Colombia. Nothing in the Agreement should be construed as making a public offer of securities in Colombia.

**Exchange Control Information.** If the Optionee holds investments outside Colombia (including Shares the Optionee acquires under the Plan) and the aggregate value of such investments is US\$500,000 or more as of December 31 of any year, the Optionee will be required to register such investments with the Central Bank ( *Banco de la República* ) as foreign investments held abroad. Upon the subsequent sale or other disposition of any previously-registered investments, the Optionee may choose to keep the resulting proceeds abroad, or to repatriate them to Colombia. If the Optionee chooses to repatriate funds to Colombia and has not registered the investment with *Banco de la República* , a Form No. 5 must be filed with *Banco de la República* upon conversion of funds into local currency, which should be duly completed to reflect the nature of the transaction. If the investment was previously registered with *Banco de la República* , the Optionee will need to file Form No. 4 upon conversion of funds into local currency, which should be duly completed to reflect the nature of the transaction. If Shares are sold immediately upon receipt, no registration is required because no Shares are held abroad. It is the Optionee's responsibility to comply with Colombian exchange control requirements.

**Foreign Asset/Account Reporting Information** . An annual informative return must be filed with the Colombian Tax Office detailing any assets held abroad (including Shares acquired under the Plan). If the individual value of any of these assets exceeds a certain threshold, each asset must be described in detail, including the jurisdiction in which it is located, its nature and its value.

## **COSTA RICA**

There are no country-specific provisions.

## **FRANCE**

### ***TERMS AND CONDITIONS***

**Language Consent** . By accepting the Options, the Optionee confirms having read and understood the Plan, the Key Employee Option Agreement and this Appendix A, including all terms and conditions included therein, which were provided in the English language. The Optionee accepts the terms of those documents accordingly.

*En acceptant les Options, le Bénéficiaire de l'Option confirme avoir lu et compris le Plan, le Contrat d'Option et le présent Appendice A, y compris leurs termes et conditions, qui lui ont été communiqués en langue anglaise. Le Bénéficiaire de l'Option accepte les termes de ces documents en connaissance de cause.*

### ***NOTIFICATIONS***

**Tax Information.** The Options are not intended to be French tax-qualified Awards.

**Foreign Asset/Account Reporting Information.** French residents must declare all foreign bank and brokerage accounts (including any accounts that were opened or closed during the tax year) on an annual basis on form No. 3916, together with their income tax return. Failure to complete this reporting triggers penalties for the resident.

## **GERMANY**

### ***NOTIFICATIONS***

**Exchange Control Information.** If the Optionee remits funds in excess of €12,500 out of or into Germany, such cross-border payment must be reported monthly to the Deutsche Bundesbank (the German Central Bank). The Optionee is responsible for complying with the reporting obligation and should file the report electronically by the fifth day of the month following the month in which the payment is made. A copy of the form can be accessed via the Deutsche Bundesbank's website at [www.bundesbank.de](http://www.bundesbank.de) and is available in both German and English.

## **HONG KONG**

### ***TERMS AND CONDITIONS***

**Sale of Shares.** Shares purchased at exercise of the Options are accepted as a personal investment. In the event that the Options vest within six (6) months of the Date of Grant, the Optionee agrees the Options may not be exercised prior to the six-month anniversary of the Date of Grant.

### ***NOTIFICATIONS***

**SECURITIES WARNING:** *The contents of this document have not been reviewed by any regulatory authority in Hong Kong. The Optionee is advised to exercise caution in relation to the offer. If the Optionee is in any doubt about any of the contents of this Agreement, the Plan or any Plan prospectus, the Optionee should obtain independent professional advice. The Options and any Shares issued in respect of the Options do not constitute a public offering of securities under Hong Kong law and are available only to Partners and Consultants. The Key Employee Option Agreement, the Plan and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong. The Options and any documentation related thereto are intended solely for the personal use of each Partner and/or Consultant and may not be distributed to any other person.*

**Nature of Scheme.** The Company specifically intends that the Plan will not be an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance.

#### **IRELAND**

There are no country-specific provisions.

#### **NETHERLANDS**

No country-specific provisions.

#### **SINGAPORE**

#### ***TERMS AND CONDITIONS***

**Sale of Shares.** The Optionee hereby agrees that the Shares acquired pursuant to the Options will not be offered for sale in Singapore prior to the six-month anniversary of the Grant Date, unless such sale or offer is made pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the Singapore Securities and Futures Act (Chapter 289, 2006 Ed.) (“SFA”) or pursuant to, and in accordance with the condition of, any other applicable provisions of the SFA.

#### ***NOTIFICATIONS***

**SECURITIES LAW INFORMATION :** *The Options are granted to the Optionee by the Company pursuant to the “Qualifying Person” exemption under section 273(1)(f) of the SFA and the grant is not made with a view to the Options or underlying Shares being subsequently offered for sale to any other party. The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore.*

**Chief Executive Officer and Director Notification Requirement.** The Chief Executive Officer (“CEO”) and any director, associate director or shadow director of a Singaporean Subsidiary or affiliate of the Company are subject to certain notification requirements under the Singapore Companies Act. The CEO and any director must notify the Singaporean Subsidiary or affiliate of the Company in writing of an interest ( *e.g.* , Options or Shares) in the Company or any related companies within two (2) business days of (i) the interest’s acquisition or disposal, (ii) any change in a previously disclosed interest ( *e.g.* , when the Shares are sold), or (iii) becoming CEO or a director, associate director or shadow director.

#### **SWITZERLAND**

#### ***NOTIFICATIONS***

**Securities Law Information.** The Options are not intended to be publicly offered in or from Switzerland. Because the offer of the Options is considered a private offering, it is not subject to registration in Switzerland. Neither this document nor any other materials relating to the Options constitutes a prospectus as such term is understood pursuant to article 652a of the Swiss Code of Obligations, and neither this document nor any other materials relating to the Options may be publicly distributed or otherwise made publicly available in Switzerland. Further, neither this Agreement nor any other offering or marketing material relating to the Options have been or will be filed with, approved or supervised by any Swiss regulatory authority (in particular, the Swiss Financial Market Supervisory Authority (FINMA)).



## **THAILAND**

### ***NOTIFICATIONS***

**Exchange Control Information.** Thai residents realizing cash proceeds in excess of US\$50,000 in a single transaction from the sale of Shares or dividends paid on such shares must immediately repatriate all cash proceeds to Thailand and convert such proceeds to Thai Baht within 360 days of repatriation or deposit the funds in an authorized foreign exchange account in Thailand. The inward remittance must also be reported to the Bank of Thailand on a foreign exchange transaction form. Failure to comply with these obligations may result in penalties assessed by the Bank of Thailand.

The Optionee should consult with his or her personal advisor prior to taking any action with respect to the remittance of proceeds into Thailand. The Optionee is responsible for ensuring compliance with all exchange control laws in Thailand.

## **UNITED KINGDOM**

### ***TERMS AND CONDITIONS***

**Responsibility for Taxes.** The following provision supplements Section 4 of the Key Employee Option Agreement:

Without limitation to Section 4 of the Key Employee Option Agreement, the Optionee agrees that the Optionee is liable for all Tax-Related Items and hereby covenant to pay all such Tax-Related Items as and when requested by the Company or the Employer or by Her Majesty's Revenue and Customs (" HMRC ") (or any other tax authority or any other relevant authority). Optionee also agrees to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold on the Optionee's behalf or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on the Optionee's behalf.

Notwithstanding the foregoing, if the Optionee is an executive officer or director of the Company (within the meaning of Section 13(k) of the Exchange Act ), the Optionee acknowledges that he or she may not be able to indemnify the Company or the Employer for the amount of any income tax not collected from or paid by the Optionee, as it may be considered a loan. In this case, the amount of any income tax not collected within ninety (90) days of the end of the U.K. tax year in which the event giving rise to the Tax-Related Item(s) occurs may constitute a benefit to the Optionee on which additional income tax and National Insurance Contributions (" NICs ") may be payable. The Optionee understands that he or she will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company and/or the Employer (as appropriate) the amount of any NICs due on this additional benefit, which may also be recovered from the Optionee at any time by any of the means referred to in Section 4 of the Key Employee Option Agreement.

**STARBUCKS CORPORATION  
GLOBAL KEY EMPLOYEE RESTRICTED STOCK UNIT GRANT AGREEMENT  
2005 LONG-TERM EQUITY INCENTIVE PLAN  
(PERFORMANCE-BASED)**

STARBUCKS CORPORATION (the “Company”) does hereby grant to the individual named below (the “Participant”) an award (the “Award”) of performance restricted stock units (the “Performance RSUs”) in a target amount as set forth below (“Target RSUs”), effective on the Date of Grant set forth below. The Performance RSUs granted under this Global Key Employee Restricted Stock Unit Grant Agreement, including any special terms and conditions applicable to the Participant’s country contained in Appendix A attached hereto (together with the Global Key Employee Restricted Stock Unit Grant Agreement, this “Agreement”) are intended to qualify as “performance-based compensation” as described in Section 162(m)(4)(C) of the Code. The Performance RSUs granted under this Agreement shall, subject to the attainment of certain performance goals set forth below (the “Performance Goals”), relating to the Performance Criteria specified in the 2005 Long-Term Equity Incentive Plan, vest and become payable in shares of Common Stock (the “Shares”), subject to earlier expiration or termination of the Performance RSUs as provided in this Agreement. The Performance RSUs and the terms of this Agreement, including the Appendices, shall be subject to the terms and conditions of the 2005 Long-Term Equity Incentive Plan (the “Plan”). Capitalized terms not explicitly defined in this Agreement but defined in the Plan shall have the same definitions as in the Plan.

<b>Partner Name:</b>	
<b>Target Restricted Stock Units:</b>	
<b>Date of Grant:</b>	
<b>Performance Period:</b>	

**1. Vesting Schedule.** The number of Performance RSUs granted under the Award that actually vest and that will be settled shall be determined pursuant to a two-step process: (i) first the maximum number of Performance RSUs that are eligible to vest shall be calculated as provided under Section 1.1 hereof on the basis of the level at which the Performance Goal specified on attached Schedule I is actually attained and (ii) then the maximum number of Performance RSUs calculated under clause (i) that will actually vest shall be determined on the basis of the Participant’s completion of the requirements set forth in Section 1.2 hereof.

**1.1 Performance Goal Requirements.** The attached Schedule I specifies the Performance Goals required to be attained during the Performance Period in order for the Performance RSUs to become eligible to vest. Within one hundred and twenty (120) days after the completion of the Performance Period, the Committee shall determine in its sole discretion determine and certify in accordance with the requirements of Section 162(m) of the Code the extent, if any, to which the Performance Goal has been satisfied. On the basis of that certified level of attainment, the Target RSUs will be multiplied by the applicable percentage determined in accordance with the percentile matrix set forth in Schedule I. The number of Performance RSUs resulting from such calculation shall constitute the maximum number of Performance RSUs in which the Participant may vest under this Award (the “Earned Performance RSUs”).

**1.2 Active Status Vesting.** Subject to the terms and conditions of this Award, a number of Earned Performance RSUs will vest as detailed in the attached Schedule II of this Agreement, subject to the Participant’s continued Active Status through the applicable vesting date.

**2. Dividend Equivalents.** On each date that a cash dividend is paid to holders of Shares during the Performance Period, an amount (the “Dividend Equivalent Amount”) equal to the cash dividend that is paid on each Share, multiplied by the number of Shares subject to the Target RSUs and any Dividend Equivalent RSUs (as defined below) that remain unvested and outstanding as of the dividend payment date, shall be credited for the benefit of the Participant, and such

credited amount shall be converted into an additional number of Performance RSUs (“ Dividend Equivalent RSUs ”) determined by dividing the Dividend Equivalent Amount by the Fair Market Value of a Share on the dividend payment date, rounded up or down to the nearest whole number. At the end of the Performance Period, the number of Dividend Equivalent RSUs will be adjusted to reflect the number of Dividend Equivalent RSUs that would have been credited to the Participant as of the Date of Grant if such calculations had been based on the number of Earned Performance RSUs (such adjusted number, the “ Earned Dividend Equivalent RSUs ”). During the period beginning immediately following the last day of the Performance Period and ending on the date the Performance RSUs granted hereunder are paid pursuant to Section 3 below, Dividend Equivalent RSUs will accrue on any Earned Performance RSUs and any Earned Dividend Equivalent RSUs. Dividend Equivalent RSUs will be subject to the same conditions as the underlying Performance RSUs with respect to which Dividend Equivalent RSUs were paid, including, without limitation, the vesting conditions and the provisions governing time and form of settlement applicable to the underlying Performance RSUs. Unless expressly provided otherwise, as used elsewhere in this Agreement, “Performance RSUs” shall include any Dividend Equivalent RSUs that have been credited to the Participant’s account.

**3. Form and Timing of Payment of Vested Performance RSUs.** Subject to the terms and conditions of this Agreement and the Plan, any Performance RSUs that vest will be paid to the Participant solely in whole Shares (and not in cash, as the Plan permits), on, or soon as practicable after, the date the Performance RSUs vest in accordance with Section 1.2 hereof (or, if earlier, upon a vesting event contemplated in Section 4.2 or 4.3 below), but in any event, within the period ending on the later to occur of the date that is two and one-half months following the end of (i) the Participant’s tax year that includes the date the Performance RSUs vest or (ii) the Company’s tax year that includes the date the Performance RSUs vest.

**4. Termination of Employment; Change of Control.**

**4.1 Termination of Employment.** Except as provided in Section 4.2 or 4.3 below, any unvested Performance RSUs subject to this Agreement shall immediately terminate and be automatically forfeited by the Participant to the Company upon the termination of the Participant’s Active Status with the Company or any Subsidiary or affiliate of the Company for any reason (as further described in Section 9(l) below), including without limitation, voluntary termination by the Participant, termination because of the Participant’s Retirement, or termination by the Company or any Subsidiary or affiliate of the Company because of Misconduct.

**4.2 Change of Control.** Upon a Change of Control, the vesting of the Performance RSUs shall accelerate, and the Performance RSUs shall become fully vested and payable to the extent and under the terms and conditions set forth in the Plan; provided that, for purposes of this Section 4.2, “Resignation (or Resign) for Good Reason” shall have the following meaning:

“ Resignation (or Resign) for Good Reason ” shall mean any voluntary termination by written resignation of the Active Status of a Participant after a Change of Control because of: (1) a material reduction in the Partner’s authority, responsibilities or scope of employment; (2) an assignment of duties to the Partner materially inconsistent with the Partner’s role at the Company (including its Subsidiaries and affiliates) prior to the Change of Control, (3) a material reduction in the Partner’s base salary or total incentive compensation; (4) a material reduction in the Partner’s benefits unless such reduction applies to all Partners of comparable rank; or (5) the relocation of the Partner’s primary work location more than 50 miles from the Partner’s primary work location prior to the Change of Control. Notwithstanding the foregoing, a Participant shall not be deemed to have Resigned for Good Reason unless the Participant, within one year after a Change of Control, (i) notifies the Company of the existence of the condition giving rise to a Resignation for Good Reason within 90 days of the initial existence of such condition, (ii) gives the Company at least 30 days following the date on which the Company receives such notice (and prior to termination) in which to remedy the condition, and (iii) if the Company does not remedy such condition within such 30-day period, actually terminates employment within 60 days after the expiration of such 30-day period (and before the Company remedies such condition). If the Company remedies such condition within such 30-day period (or at any time prior to the Participant’s actual termination), then any Resignation for Good Reason by the Participant on account of such condition will not be a Resignation for Good Reason.

**4.3 Death or Disability.** If the Participant's Active Status terminates due to Disability or death on or prior to the last day of the Performance Period, a number of Performance RSUs equal to the Target RSUs will vest in full as of the date of termination of Active Status due to Disability or death. If the Participant's Active Status terminates due to Disability or death following the last day of the Performance Period, a number of Performance RSUs equal to the Earned Performance RSUs will vest in full as of the date of termination of Active Status due to Disability or death.

**5. Misconduct.** As a condition to receiving and becoming eligible to vest in the Performance RSUs, the Participant hereby agrees not to engage in Misconduct.

**6. Clawback.** If the Company determines, in its sole discretion, that the Participant has engaged in Misconduct, the Participant agrees and covenants that (a) any unvested portion of the Performance RSUs shall be immediately forfeited as of the date the Company determines that the Participant has engaged in Misconduct (the "Determination Date"); (b) if any part of the Performance RSUs vested and were settled prior to the Determination Date, upon the Company's demand, the Participant shall immediately deliver to the Company (i) the Shares that the Participant acquired upon settlement of such Performance RSUs, and (ii) to the extent any of such Shares were previously sold by the Participant, a cash amount equal to the Fair Market Value as of the Determination Date of the Shares contemplated to be returned to the Company under this clause; and (c) the foregoing remedies set forth in this Section 6 shall not be the Company's exclusive remedies, which shall include, among other remedies, injunctive relief and damages that may be available to the Company. The Company reserves all other rights and remedies available to it at law or in equity.

**7. Code Section 409A.** This Award and payments made pursuant to this Agreement and the Plan are intended to qualify for an exemption from Code Section 409A. Notwithstanding any other provision in this Agreement and the Plan, the Company, to the extent it deems necessary or advisable in its sole discretion, reserves the right, but shall not be required, to unilaterally amend or modify this Agreement and/or the Plan so that the Performance RSUs granted to the Participant qualify for exemption from or comply with Code Section 409A; provided, however, that the Company makes no representations that the Performance RSUs shall be exempt from or comply with Code Section 409A and makes no undertaking to preclude Code Section 409A from applying to the Performance RSUs. Nothing in this Agreement or the Plan shall provide a basis for any person to take action against the Company or any Subsidiary or affiliate of the Company based on matters covered by Code Section 409A, including the tax treatment of any amount paid or Award made under this Agreement, and neither the Company nor any of its Subsidiaries or affiliates shall under any circumstances have any liability to any Participant or his or her estate or any other party for any taxes, penalties or interest imposed under Code Section 409A for any amounts paid or payable under this Agreement.

**8. Responsibility for Taxes.** Regardless of any action the Company or, if different, the Participant's employer (the "Employer") takes with respect to any or all income tax, social insurance, payroll tax, fringe benefit tax, payment on account or other tax-related items related to the Participant's participation in the Plan and legally applicable to the Participant ("Tax-Related Items"), the Participant acknowledges that the ultimate liability for all Tax-Related Items is and remains the Participant's responsibility and may exceed the amount, if any, actually withheld by the Company or the Employer. The Participant further acknowledges that the Company and/or the Employer (i) make no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Performance RSUs, including, but not limited to the grant of the Performance RSUs, the vesting or settlement of the Performance RSUs, the issuance of Shares in settlement of the Performance RSUs, the subsequent sale of Shares acquired at vesting and the receipt of any dividends and/or any dividend equivalents; and (ii) do not commit to and are under no obligation to structure the terms of the Award or any aspect of the Performance RSUs to reduce or eliminate the Participant's liability for Tax-Related Items or achieve any particular tax result. Furthermore, if the Participant is subject to tax in more than one jurisdiction, the Participant acknowledges that the Company and/or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

Prior to any relevant taxable or tax withholding event, as applicable, the Participant must pay or make adequate arrangements satisfactory to the Company and/or the Employer to satisfy all Tax-Related Items. In this regard, the Participant hereby authorizes the Company and/or the Employer, or their respective agents, in their sole discretion and without any notice to or additional authorization by the Participant, to satisfy their withholding obligations with regard to all Tax-Related Items by one or a combination of the following:

- (a) withholding from the Participant's wages or other cash compensation paid to the Participant by the Company and/or the Employer; or
- (b) withholding from proceeds of the sale of Shares issued in settlement of the vested Performance RSUs, either through a voluntary sale or through a mandatory sale arranged by the Company (on the Participant's behalf pursuant to this authorization without further consent), to the extent and in the manner permitted by all applicable securities laws, including making any necessary securities registration or taking any other necessary actions; or
- (c) withholding in whole Shares to be issued in settlement of the vested Performance RSUs based on the Fair Market Value of the underlying Shares on the date the withholding obligation arises in an amount equal to the aggregate withholding obligation as determined by the Company and/or the Employer with respect to such Award, provided, however that if the Participant is a Section 16 officer of the Company under the Exchange Act, then the Company will withhold in Shares upon the relevant taxable or tax withholding event, as applicable, unless the use of such withholding method is problematic under applicable tax or securities law or has materially adverse accounting consequences, in which case, the obligation for Tax-Related Items may be satisfied by one or a combination of methods (a) and (b) above.

Depending on the withholding method, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts or other applicable withholding rates, including maximum applicable rates, to the extent authorized under the Plan, in which case the Participant may receive a refund of any over-withheld amount in cash and will have no entitlement to the Common Stock equivalent. If the obligation for Tax-Related Items is satisfied by withholding in Shares, for tax purposes, the Participant is deemed to have been issued the full number of Shares underlying the vested Performance RSUs, notwithstanding that a number of the Shares is held back solely for the purpose of paying the Tax-Related Items due as a result of the Participant's participation in the Plan. In the event the Tax-Related Items withholding obligation would result in a fractional number of Shares to be withheld by the Company, such number of Shares to be withheld shall be rounded up to the next nearest number of whole Shares. If, due to rounding of Shares, the value of the number of Shares retained by the Company pursuant to this provision is more than the amount required to be withheld, then the Company may pay such excess amount to the relevant tax authority as additional withholding with respect to the Participant.

Finally, the Participant is required to pay to the Company or the Employer any amount of Tax-Related Items that the Company or the Employer may be required to withhold or account for as a result of the Participant's participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares or the proceeds of the sale of Shares if the Participant fails to comply with his or her obligations in connection with the Tax-Related Items. The Participant shall have no further rights with respect to any Shares that are retained by the Company pursuant to this provision, and under no circumstances will the Company be required to issue any fractional Shares.

**9. Nature of Grant.** In accepting the grant of the Award, the Participant acknowledges, understands and agrees that:

- (a) the Plan is established voluntarily by the Company, is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time; to the extent permitted by the Plan;
- (b) the grant of the Award is voluntary and occasional and does not create any contractual or other right to receive future grants of restricted stock units or other awards, or benefits in lieu of the Performance RSUs, even if restricted stock units have been granted in the past;
- (c) all decisions with respect to future restricted stock units or other awards, if any, will be at the sole discretion of the Company;

- (d) the Award and the Participant's participation in the Plan shall not create a right to employment or be interpreted as forming an employment or service relationship with the Company, the Employer or any other Subsidiary or affiliate of the Company and shall not interfere with the ability of the Company, the Employer or any other Subsidiary or affiliate of the Company, as applicable, to terminate the Participant's employment or service relationship, if any;
- (e) the Participant's participation in the Plan is voluntary;
- (f) the Performance RSUs and the Shares subject to the Performance RSUs, and the income from and value of same, are not intended to replace any pension rights or compensation;
- (g) the Performance RSUs and the Shares subject to the Performance RSUs, and the income from and value of same, are not part of normal or expected compensation or salary for purposes of calculating any severance, resignation, termination, redundancy, dismissal, end-of-service payments, holiday pay, bonuses, long-service awards, pension or retirement or welfare benefits or similar mandatory payments;
- (h) unless otherwise agreed with the Company, the Restricted Stock Units and the Shares subject to the Restricted Stock Units, and the income from and value of same, are not granted as consideration for, or in connection with, the service that the Participant may provide as a director of a Subsidiary or affiliate of the Company;
- (i) the future value of the Shares subject to the Performance RSUs is unknown, indeterminable, and cannot be predicted with certainty;
- (j) after termination of the Participant's Active Status, the Participant is no longer eligible to receive any new restricted stock units under the Plan;
- (k) no claim or entitlement to compensation or damages shall arise from forfeiture of the Performance RSUs resulting from termination of the Participant's Active Status (for any reason whatsoever, whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or providing services or the terms of the Participant's employment or service contract, if any);
- (l) for purposes of the Performance RSUs, and notwithstanding anything to the contrary contained in the Plan, the Participant's Active Status will be considered terminated as of the date the Participant is no longer actively providing services to the Company or one of its Subsidiaries or affiliates (regardless of the reason for such termination and whether or not later found to be invalid or in breach of employment laws in the jurisdiction where the Participant is employed or providing services or the terms of the Participant's employment or service contract, if any), and unless otherwise provided in this Agreement or the Plan, the Participant's right to vest in the Performance RSUs under the Plan, if any, will terminate as of such date and will not be extended by any notice period ( e.g. , the Participant's period of service would not include any contractual notice period or any period of "garden leave" or similar period mandated under employment laws in the jurisdiction where the Participant is employed or providing services or the terms of the Participant's employment or service contract, if any); the Committee shall have the exclusive discretion to determine when the Participant's Active Status for purposes of the Award is terminated (including whether the Participant may still be considered to be providing services while on a leave of absence);
- (m) unless otherwise provided in the Plan or by the Company in its discretion, the Performance RSUs and the benefits evidenced by this Agreement do not create any entitlement to have the Performance RSUs or any such benefits transferred to, or assumed by, another company nor be exchanged, cashed out or substituted for, in connection with any corporate transaction affecting the Common Stock; and

(n) the following provisions apply only if the Participant is providing services outside the United States:

(1) the Performance RSUs and the Shares subject to the Performance RSUs, and the income from and value of same, are not part of normal or expected compensation or salary for any purpose; and

(2) neither the Company, the Employer nor any other Subsidiary or affiliate of the Company shall be liable for any foreign exchange rate fluctuation between Participant's local currency and the United States Dollar that may affect the value of the Performance RSUs or of any amounts due to the Participant pursuant to the settlement of the Performance RSUs or the subsequent sale of any Shares acquired upon settlement.

**10. No Advice Regarding Grant.** The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Participant's participation in the Plan, or the Participant's acquisition or sale of the underlying Shares. The Participant should consult with his or her own personal tax, legal and financial advisors regarding the Participant's participation in the Plan before taking any action related to the Plan.

**11. Data Privacy.** *The Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant's personal data as described in this Agreement and any other Restricted Stock Unit grant materials by and among, as applicable, the Employer, the Company, and its other Subsidiaries and affiliates for the exclusive purpose of implementing, administering and managing the Participant's participation in the Plan.*

*The Participant understands that the Company and the Employer may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address and telephone number, e-mail address, date of birth, social insurance number (to the extent permitted under applicable local law), passport or other identification number (e.g., resident registration number), salary, nationality, job title, any shares of stock or directorships held in the Company, details of all Performance RSUs or any other entitlement to shares of stock or equivalent benefits awarded, cancelled, purchased, exercised, vested, unvested or outstanding in the Participant's favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan.*

*The Participant understands that Data will be transferred to Fidelity Stock Plan Services, LLC, or such other stock plan service provider as may be selected by the Company in the future, which is assisting the Company with the implementation, administration and management of the Plan. The recipients of Data may be located in the United States or elsewhere, and each recipient's country (e.g., the United States) may have different data privacy laws and protections than the Participant's country. If the Participant resides outside the United States, the Participant understands that he or she may request a list with the names and addresses of any potential recipients of Data by contacting the Participant's local partner resources representative. The Participant authorizes the Company, Fidelity Stock Plan Services, LLC and any other possible recipients which may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer Data, in electronic or other form, for the sole purpose of implementing, administering and managing the Participant's participation in the Plan, including any requisite transfer of such Data as may be required to a broker, escrow agent or other third party with whom the Participant may elect to deposit any Shares received upon vesting of the Performance RSUs. The Participant understands that Data will be held only as long as is necessary to implement, administer and manage the Participant's participation in the Plan. If the Participant resides outside the United States, the Participant may, at any time, view Data, request information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents herein, without cost, by contacting the Participant's local partner resources representative. Further, the Participant understands that the Participant is providing the consents herein on a purely voluntary basis. If the Participant does not consent, or if the Participant later seeks to revoke the Participant's consent, the Participant's employment or service with the Employer will not be affected; the only consequence of refusing or withdrawing the Participant's consent is that the Company would not be able to grant Performance RSUs or other equity awards to the Participant or administer or maintain such awards. Therefore, the Participant understands that refusal or withdrawal of the Participant's consent may affect the Participant's ability to participate in the Plan. For more information on the consequences of the Participant's*

*refusal to consent or withdrawal of consent, the Participant understands that he or she may contact his or her local partner resources representative.*

**12. Governing Law/Choice of Venue.** The Award and the provisions of this Agreement are governed by, and subject to, the laws of the State of Washington, as provided in the Plan, without regard for its conflict of laws provisions. For purposes of litigating any dispute that arises under this grant or this Agreement, the parties hereby submit to and consent to the exclusive jurisdiction of the State of Washington, and agree that such litigation shall be conducted exclusively in the courts of King County, or the federal courts of the United States for the 9<sup>th</sup> Circuit, and no other courts, where this grant is made and/or to be performed.

**13. Compliance with Law.** Notwithstanding any other provision of the Plan or this Agreement, unless there is an available exemption from any registration, qualification or other legal requirement applicable to the Shares, the Company shall not be required to deliver any Shares issuable upon settlement of the Performance RSUs prior to the completion of any registration or qualification of the Shares under any local, state, federal or foreign securities or exchange control law or under rulings or regulations of the U.S. Securities and Exchange Commission (“SEC”) or of any other governmental regulatory body, or prior to obtaining any approval or other clearance from any local, state, federal or foreign governmental agency, which registration, qualification or approval the Company shall, in its absolute discretion, deem necessary or advisable. The Participant understands that the Company is under no obligation to register or qualify the Shares with the SEC or any state or foreign securities commission or to seek approval or clearance from any governmental authority for the issuance or sale of the Shares. Further, the Participant agrees that the Company shall have unilateral authority to amend the Plan and this Agreement without the Participant’s consent to the extent necessary to comply with securities or other laws applicable to issuance of Shares.

**14. Language.** If the Participant has received this Agreement or any other document related to the Plan translated into a language other than English and if the meaning of the translated version is different than the English version, the English version will control.

**15. Electronic Delivery and Acceptance.** The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. The Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Plan through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

**16. Severability.** The provisions of this Agreement are severable and if any one or more provisions are determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions shall nevertheless be binding and enforceable.

**17. Undertakings.** The Participant hereby agrees to take whatever additional action and execute whatever additional documents the Company may deem necessary or advisable in order to carry out or effect one or more of the obligations or restrictions imposed on either the Participant or the Performance RSUs pursuant to the provisions of this Agreement.

**18. No Rights as Shareholder.** Except as otherwise provided in Section 2, the Participant will not have dividend, voting or any other rights as a shareholder of the Shares with respect to the Performance RSUs. Upon payment of the vested Performance RSUs in Shares, the Participant will obtain full dividend, voting and other rights as a shareholder of the Company.

**19. Restrictions on Transfer.** Notwithstanding anything in the Plan to the contrary, the Performance RSUs granted pursuant to this Award may not be sold, pledged (as collateral for a loan or as security for the performance of an obligation or for any other purpose), assigned, hypothecated, transferred, disposed of in exchange for consideration, made subject to attachment or similar proceedings, or otherwise disposed of under any circumstances, except that this Award may be transferred (i) by will or by laws of descent and distribution applicable to a deceased Participant or (ii) pursuant to a domestic relations order.



20. **Appendix A**. Notwithstanding any provisions in this Agreement, the Award of Performance RSUs shall be subject to any special terms and conditions set forth in Appendix A for the Participant's country. Moreover, if the Participant relocates to one of the countries included in Appendix A, the special terms and conditions for such country will apply to the Participant, to the extent the Company determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. Appendix A constitutes part of this Agreement.

21. **Imposition of Other Requirements**. The Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the Performance RSUs and on any Shares acquired under the Plan, to the extent that the Company determines it is necessary or advisable for legal or administrative reasons, and to require the Participant to sign any additional agreements or undertakings (as provided in Section 17 above) that may be necessary to accomplish the foregoing.

22. **Waiver**. If the Participant breaches or otherwise does not comply with any provision of this Agreement, but the Company does not act upon this breach or non-compliance and continues to comply with its obligations under this Agreement, this shall not mean that the Company waives any other provision of this Agreement or will otherwise permit any further breach of or non-compliance with any provision of this Agreement.

23. **Insider Trading/Market Abuse Laws**. The Participant acknowledges that, depending on the applicable jurisdiction, the Participant may be subject to insider trading restrictions and/or market abuse laws, which may affect the Participant's ability to acquire or sell Shares or rights to Shares (e.g., Performance RSUs) under the Plan during such times as the Participant is considered to have "inside information" regarding the Company (as defined by the laws in the applicable jurisdiction). Any restrictions under these laws or regulations are separate from and in addition to any restrictions that may be imposed under any applicable insider trading policy of the Company. The Participant acknowledges that it is the Participant's responsibility to comply with any applicable restrictions, and the Participant should consult with the Participant's own personal legal and financial advisors on this matter before taking any action related to the Plan.

24. **Foreign Asset/Account Reporting; Exchange Controls**. The Participant's country may have certain foreign asset and/or account reporting requirements and/or exchange controls which may affect the Participant's ability to acquire or hold Shares under the Plan or cash received from participating in the Plan (including from any dividends received or sale proceeds arising from the sale of Shares) in a brokerage or bank account outside the Participant's country. The Participant may be required to report such accounts, assets or transactions to the tax or other authorities in the Participant's country. The Participant also may be required to repatriate sale proceeds or other funds received as a result of the Participant's participation in the Plan to the Participant's country through a designated bank or broker and/or within a certain time after receipt. The Participant acknowledges that it is his or her responsibility to be compliant with such regulations, and the Participant should consult his or her personal legal advisor for any details.

Finally, the Company hereby strongly recommends that the Participant seek the advice of a personal tax and/or legal advisor to obtain specific information concerning the tax and other legal consequences associated with the Performance RSUs.

\* \* \*

By the Participant's signature and the Company's signature below, the Participant and the Company agree that this grant is governed by this Agreement and the Plan.

EXECUTED as of the Date of Grant.

STARBUCKS CORPORATION

By \_\_\_\_\_

Its \_\_\_\_\_

PARTICIPANT

Signature \_\_\_\_\_

**APPENDIX A TO  
STARBUCKS CORPORATION  
GLOBAL KEY EMPLOYEE RESTRICTED STOCK UNIT GRANT AGREEMENT  
2005 LONG-TERM EQUITY INCENTIVE PLAN**

Capitalized terms not explicitly defined in this Appendix A but defined in the Global Key Employee Restricted Stock Unit Grant Agreement, the Plan or any applicable country-specific sub-plan shall have the same definitions as in the Plan, any applicable country-specific sub-plan and/or the Global Key Employee Restricted Stock Unit Grant Agreement.

***TERMS AND CONDITIONS***

This Appendix A, which is part of the Global Key Employee Restricted Stock Unit Grant Agreement, includes additional terms and conditions that govern the Performance RSUs granted to the Participant under the Plan and that will apply to the Participant if he or she is in one of the countries listed below.

If the Participant is a citizen or resident of a country other than the one in which he or she is currently residing and/or working, is considered a resident of another country for local law purposes or transfers employment and/or residency between countries after the Date of Grant, the Company shall, in its sole discretion, determine to what extent the additional terms and conditions included herein will apply to the Participant under these circumstances.

***NOTIFICATIONS***

This Appendix A also includes information regarding exchange control and certain other issues of which the Participant should be aware with respect to his or her participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of August 2017. Such laws are often complex and change frequently. As a result, the Company strongly recommends that the Participant not rely on the information in this Appendix A as the only source of information relating to the consequences of his or her participation in the Plan because such information may be outdated when the Performance RSUs vest and/or when the Participant sells any Shares acquired at vesting of the Performance RSUs.

In addition, the information contained herein is general in nature and may not apply to the Participant's particular situation. As a result, the Company is not in a position to assure the Participant of any particular result. The Participant, therefore, should seek appropriate professional advice as to how the relevant laws in his or her country may apply to his or her situation.

Finally, if the Participant is a citizen or resident of a country other than that in which he or she is currently residing and/or working, is considered a resident of another country for local law purposes or transfers employment and/or residency between countries after the Date of Grant, the information contained herein may not be applicable in the same manner to the Participant.

**AUSTRALIA**

***TERMS AND CONDITIONS***

**Australia Offer Document.** The offer of Performance RSUs is intended to comply with the provisions of the Corporations Act 2001, Australian Securities & Investments Commission ("ASIC") Regulatory Guide 49 and ASIC Class Order CO 14/1000. Additional details are set forth in the Offer Document for the offer of Performance RSUs to Australian resident employees, which will be provided to the Participant with this Agreement.

**Compliance with Law .** Notwithstanding anything in the Global Key Employee Restricted Stock Unit Grant Agreement or the Plan to the contrary, the Participant will not be entitled to, and shall not claim, any benefit under the Plan if the provision of such benefit would give rise to a breach of Part 2D.2 of the Corporations Act 2001 (Cth), any other provision

of that Act, or any other applicable statute, rule or regulation which limits or restricts the giving of such benefits. Further, the Employer is under no obligation to seek or obtain the approval of its shareholders in general meeting for the purpose of overcoming any such limitation or restriction.

### ***NOTIFICATIONS***

**Tax Information.** The Plan is a plan to which subdivision 83A-C of the Income Tax Assessment Act 1997 (Cth) applies (subject to conditions in the Act).

**Exchange Control Information.** Exchange control reporting is required for cash transactions exceeding AUD10,000 and for international fund transfers. If an Australian bank is assisting with the transaction, the bank will file the report on behalf of the Participant.

### **AUSTRIA**

#### ***NOTIFICATIONS***

**Foreign Asset/Account Reporting Information.** If the Participant holds Shares acquired under the Plan outside of Austria, the Participant may be required to submit a report to the Austrian National Bank. An exemption applies if the value of the Shares as of any given quarter does not meet or exceed €30,000,000 or as of December 31 does not meet or exceed €5,000,000. If the former threshold is exceeded, quarterly obligations are imposed and need to be complied with by the 15th day of the month following the end of the respective quarter, whereas if the latter threshold is exceeded, annual reports must be given. The annual reporting date is December 31 and the deadline for filing the annual report is January 31 of the following year.

When the Participant sells Shares acquired under the Plan, there may be exchange control obligations if the cash proceeds are held outside of Austria. If the transaction volume of all accounts abroad meets or exceeds €10,000,000, the movements and balances of all accounts must be reported monthly, as of the last day of the month, on or before the fifteenth day of the following month, on the prescribed form ( *Meldungen SI-Forderungen und/oder SI-Verpflichtungen* ).

### **BRAZIL**

#### ***TERMS AND CONDITIONS***

**Compliance with Law .** By accepting the Performance RSUs, the Participant acknowledges his or her agreement to comply with applicable Brazilian laws and to pay any and all applicable taxes associated with the vesting of the Performance RSUs, the receipt of any dividends, and the sale of Shares acquired under the Plan.

**Labor Law Policy and Acknowledgement.** This provision supplements the Nature of Grant section of the Global Key Employee Restricted Stock Unit Grant Agreement:

By accepting the Performance RSUs, the Participant agrees that (i) the Participant is making an investment decision, (ii) the Performance RSUs will vest only if the vesting conditions are met and any necessary services are rendered by the Participant over the vesting period and (iii) the value of the Shares subject to the Performance RSUs is not fixed and may increase or decrease in value over the vesting period without compensation to the Participant.

#### ***NOTIFICATIONS***

**Foreign Asset/Account Reporting Information .** If the Participant is a resident or domiciled in Brazil, he or she will be required to submit an annual declaration of assets and rights held outside of Brazil to the Central Bank of Brazil if the aggregate value of such assets and rights is equal to or greater than US\$100,000 (approximately BRL316,190 as of August 2017). Quarterly reporting is required if such amount exceeds US\$100,000,000. Assets and rights that must be reported include Shares acquired upon vesting of the Performance RSUs.

## CANADA

### **TERMS AND CONDITIONS**

**Termination of Active Status.** Notwithstanding the last sentence of Section 2(a) of the Plan and consistent with Section 14(b) of the Plan, the Participant's Active Status shall be considered terminated as of the date that is the earlier of (a) the date that the Participant receives notice of termination of employment; (b) the date the Participant terminates employment; or (c) the date the Participant is no longer actively employed by the Company or any Subsidiary or affiliate of the Company regardless of any notice period or period of pay in lieu of such notice required under local law (including, but not limited to statutory law, regulatory law and/or common law); the Committee shall have the exclusive discretion to determine when the Participant's Active Status shall be considered terminated for purposes of the Performance RSUs (including when the Participant may still be considered to be providing services while on a leave of absence).

#### **The following provisions apply if the Participant is a resident of Quebec:**

**Language Consent.** The parties acknowledge that it is their express wish that this Agreement, as well as all documents, notices and legal proceedings entered into, given or instituted pursuant hereto or relating directly or indirectly hereto, be drawn up in English.

*Les parties reconnaissent avoir expressement souhaité que cette Convention, ainsi que tous les documents, avis et procédures judiciaires, exécutés, donnés ou intentés en vertu de, ou lié, directement ou indirectement à la présente convention, soient rédigés en langue anglaise.*

**Data Privacy Notice and Consent.** The following provision supplements the Data Privacy section of the Global Key Employee Restricted Stock Unit Grant Agreement:

The Participant hereby authorizes the Company and the Company's representatives to discuss with and obtain all relevant information from all personnel (professional or not) involved in the administration and operation of the Plan. The Participant further authorizes the Company, any Subsidiary and affiliate and the Employer to disclose and discuss the Participant's participation in the Plan with their advisors. The Participant further authorizes the Company, any Subsidiary and affiliate and the Employer to record such information and to keep it in the Participant's employee file.

### **NOTIFICATIONS**

**Securities Law Information .** The Participant is permitted to sell Shares acquired under the Plan through the designated broker appointed under the Plan, if any, provided that the resale of such Shares takes place outside of Canada through the facilities of a stock exchange on which the Shares are listed ( *i.e.* , the NASDAQ Global Select Market).

**Foreign Asset/Account Reporting Information.** Foreign specified property, including shares of stock ( *i.e.* , Shares), options to purchase Shares and other rights to receive Shares ( *e.g.* , Performance RSUs) of a non-Canadian company held by a Canadian resident employee must generally be reported annually on a Form T1135 (Foreign Income Verification Statement), if the total cost of his or her foreign specified property exceeds C\$100,000 at any time during the year. Thus, Performance RSUs likely must be reported (generally at a nil cost) if the C\$100,000 cost threshold is exceeded because of other foreign specified property the Participant holds. When Shares are acquired, their cost generally is the adjusted cost base (" ACB ") of the Shares. The ACB ordinarily is equal to the fair market value of the Shares at the time of acquisition, but if the Participant owns other Shares (acquired separately), this ACB may have to be averaged with the ACB of the other Shares. The Participant should consult with a personal tax advisor to ensure compliance with the applicable reporting obligations.

## CHINA

The following applies only to Participants who are subject to exchange control restrictions in China, as determined by the Company in its sole discretion.

## ***TERMS AND CONDITIONS***

**Termination of Employment; Change of Control.** The following provision supplements the Termination of Employment; Change of Control section of the Global Key Employee Restricted Stock Unit Agreement:

Due to legal restrictions in China, the Participant agrees that the Company reserves the right to require the automatic sale of any Shares acquired at vesting of the Performance RSUs upon the termination of the Participant's Active Status with the Company or any Subsidiary or affiliate of the Company for any reason, including without limitation, voluntary termination by the Participant, termination because of the Participant's Retirement, Disability or death or termination by the Company or any Subsidiary or affiliate of the Company because of Misconduct. The Participant hereby authorizes the sale of all Shares issued to him or her as soon as administratively practicable after the applicable termination of Active Status and pursuant to this authorization. The Participant further agrees that the Company is authorized to instruct its designated broker to assist with the mandatory sale of such Shares and the Participant expressly authorizes the Company's designated broker to complete the sale of such Shares. The Participant acknowledges that the Company's designated broker is under no obligation to arrange for the sale of the Shares at any particular price. Upon the sale of Shares, the Participant will receive the sale proceeds less any amounts necessary to satisfy Tax-Related Items and applicable transaction fees or commissions. Due to currency exchange conversion rate fluctuation between the applicable vesting date of the Performance RSUs and (if later) the date on which the Shares are sold, the amount of sale proceeds may be more or less than the fair market value of the Shares on the applicable vesting date (which is the relevant amount for purposes of calculating amounts necessary to satisfy applicable Tax-Related Items).

**Exchange Control Restriction.** Due to exchange control laws and regulations in China, the Participant will be required immediately to repatriate to China the cash proceeds from the sale of Shares and any cash dividends paid on such Shares. The Participant further understands that, under local law, such repatriation of the cash proceeds may need to be effectuated through a special exchange control account established by the Company or a Subsidiary expressly for this purpose. By accepting the Performance RSUs, the Participant agrees that any cash proceeds from the sale of Shares or the receipt of any dividends may be transferred to such special account prior to being delivered to the Participant. The proceeds may be paid to the Participant in U.S. dollars or in local currency at the Company's discretion. If the proceeds are paid in U.S. dollars, the Participant understands that he or she will be required to open a U.S. dollar bank account in China and provide the bank account details to the Company or the Employer. The Participant acknowledges that, if the cash proceeds are paid in local currency, the Company is under no obligation to secure any particular currency exchange conversion rate. Furthermore, compliance with local exchange control laws and regulations may delay the conversion of cash proceeds into local currency. The Participant agrees that, if the conversion of the cash proceeds into local currency is delayed, he or she shall bear the risk of any currency exchange conversion rate fluctuation between the date on which the Shares issued at vesting of the Performance RSUs are sold or the cash dividend is paid and the date of conversion of the cash proceeds into local currency. The Participant further agrees to comply with any other requirements that the Company may impose in the future in order to facilitate compliance with exchange control requirements in China.

## ***NOTIFICATIONS***

**Foreign Asset/Account Reporting Information.** The Participant may be required to report to the State Administration of Foreign Exchange all details of his or her foreign financial assets and liabilities, as well as details of any economic transactions conducted with non-China residents. Under these rules, the Participant may be subject to reporting obligations for the Performance RSUs, Shares acquired under the Plan and Plan-related transactions. The Participant should consult with a personal tax advisor in this regard.

## **COLOMBIA**

### ***TERMS AND CONDITIONS***

**Labor Law Acknowledgement.** The following provision supplements the Nature of Grant section of the Global Key Employee Restricted Stock Unit Grant Agreement:

The Participant acknowledges that pursuant to Article 128 of the Colombian Labor Code, the Plan, the Performance RSUs and any income realized under the Plan do not constitute a component of the Participant's "salary" for any legal purpose. Therefore, they will not be included and/or considered for purposes of calculating any and all labor benefits, such as legal/fringe benefits, vacations, indemnities, payroll taxes, social insurance contributions and/or any other labor-related amount which may be payable.

### ***NOTIFICATIONS***

**Securities Law Information.** The Shares are not and will not be registered with the Colombian registry of publicly traded securities ( *Registro Nacional de Valores y Emisores* ) and therefore the Shares may not be offered to the public in Colombia. Nothing in the Agreement should be construed as making a public offer of securities in Colombia.

**Exchange Control Information.** If the Participant holds investments outside Colombia (including Shares the Participant acquires under the Plan) and the aggregate value of such investments is US\$500,000 or more as of December 31 of any year, the Participant will be required to register such investments with the Central Bank ( *Banco de la República* ) as foreign investments held abroad. Upon the subsequent sale or other disposition of any previously-registered investments, the Participant may choose to keep the resulting proceeds abroad, or to repatriate them to Colombia. If the Participant chooses to repatriate funds to Colombia and has not registered the investment with *Banco de la República*, a Form No. 5 must be filed with *Banco de la República* upon conversion of funds into local currency, which should be duly completed to reflect the nature of the transaction. If the investment was previously registered with *Banco de la República*, the Participant will need to file Form No. 4 upon conversion of funds into local currency, which should be duly completed to reflect the nature of the transaction. If Shares are sold immediately upon receipt, no registration is required because no Shares are held abroad. It is the Participant's responsibility to comply with Colombian exchange control requirements.

**Foreign Asset/Account Reporting Information.** An annual informative return must be filed with the Colombian Tax Office detailing any assets held abroad (including Shares acquired under the Plan). If the individual value of any of these assets exceeds a certain threshold, each asset must be described in detail, including the jurisdiction in which it is located, its nature and its value.

### **COSTA RICA**

There are no country-specific provisions.

### **FRANCE**

### ***TERMS AND CONDITIONS***

**Language Consent.** By accepting the Performance RSUs, the Participant confirms having read and understood the Plan and this Agreement, which were provided in the English language. The Participant accepts the terms of those documents accordingly.

*En acceptant cette attribution gratuite d'actions, le Participant confirme avoir lu et compris le Plan et ce Contrat, incluant tous leurs termes et conditions, qui ont été transmis en langue anglaise. Le Participant accepte les dispositions de ces documents en connaissance de cause.*

### ***NOTIFICATIONS***

**Tax Information .** The Restricted Stock Unit Award is not intended to be a French tax-qualified Award.

**Foreign Asset/Account Reporting Information.** French residents must declare all foreign bank and brokerage accounts (including any accounts that were opened or closed during the tax year) on an annual basis on form No. 3916, together with their income tax return. Failure to complete this reporting triggers penalties for the resident.

## **GERMANY**

### **NOTIFICATIONS**

**Exchange Control Information** . If the Participant remits funds in excess of €12,500 into Germany, such cross-border payment must be reported monthly to the Deutsche Bundesbank (the German Central Bank). The Participant is responsible for the reporting obligation and should file the report electronically by the fifth day of the month following the month in which the payment is received. A copy of the form can be accessed via the Deutsche Bundesbank's website at [www.bundesbank.de](http://www.bundesbank.de) and is available in both German and English.

## **HONG KONG**

### **TERMS AND CONDITIONS**

**Sale of Shares.** Shares issued at vesting of the Performance RSUs are accepted as a personal investment. In the event that Shares are acquired pursuant to the Performance RSUs within six (6) months of the Date of Grant, the Participant agrees that the Performance RSUs may not be offered to the public or otherwise disposed of prior to the six-month anniversary of the Date of Grant.

### **NOTIFICATIONS**

*SECURITIES WARNING: The contents of this document have not been reviewed by any regulatory authority in Hong Kong. The Participant is advised to exercise caution in relation to the offer. If the Participant is in any doubt about any of the contents of this Agreement, the Plan or any Plan prospectus, the Participant should obtain independent professional advice. The Performance RSUs and any Shares issued at vesting do not constitute a public offering of securities under Hong Kong law and are available only to Partners and Consultants of the Company or a Subsidiary or affiliate of the Company. The Agreement, the Plan and other incidental communication materials have not been prepared in accordance with and are not intended to constitute a "prospectus" for a public offering of securities under the applicable securities legislation in Hong Kong. The Performance RSUs and related documents are intended solely for the personal use of each Partner and/or Consultant and may not be distributed to any other person.*

**Nature of Scheme.** The Company specifically intends that the Plan will not be an occupational retirement scheme for purposes of the Occupational Retirement Schemes Ordinance.

## **IRELAND**

There are no country-specific provisions.

## **ITALY**

### **TERMS AND CONDITIONS**

**Data Privacy** . This provision replaces the Data Privacy section of the Global Key Employee Restricted Stock Unit Grant Agreement:

*The Participant understands that the Employer, the Company and any Subsidiary or affiliate of the Company may hold certain personal information about the Participant, including, but not limited to, the Participant's name, home address, e-mail address and telephone number, date of birth, social insurance number (to the extent permitted under Italian law), passport or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company or any Subsidiary or affiliate of the Company, details of all Performance RSUs or any other entitlement to Shares or equivalent benefits awarded, canceled, purchased, exercised, vested, unvested or outstanding in the Participant's favor (" Data "), for the purpose of implementing, managing and administering the Plan.*



*The Participant also understands that providing the Company with Data is necessary for the performance of the Plan and that the Participant's refusal to provide such Data would make it impossible for the Company to perform its contractual obligations and may affect the Participant's ability to participate in the Plan. The Controller of personal data processing is Starbucks Corporation, with registered offices at 2401 Utah Avenue South, Seattle WA, 98134, U.S.A., and, pursuant to Legislative Decree no. 196/2003, its Representative in Italy for privacy purposes is Starbucks EMEA Ltd., with registered offices at Building 4, 566 Chiswick High Road, London W4 5YE, United Kingdom.*

*The Participant understands that Data will not be publicized, but it may be accessible by the Employer as the data processor of the Company and within the Employer's organization by its internal and external personnel in charge of processing. Furthermore, Data may be transferred to Fidelity Stock Plan Services, LLC, or such other banks, financial institutions or brokers involved in the management and administration of the Plan. The Participant understands that Data may also be transferred to the independent registered public accounting firm engaged by the Company. The Participant further understands that the Company and/or any Subsidiary or affiliate of the Company will transfer Data among themselves as necessary for the purpose of implementing, administering and managing the Participant's participation in the Plan, and that the Company and/or any Subsidiary or affiliate of the Company may each further transfer Data to third parties assisting the Company in the implementation, administration, and management of the Plan, including any requisite transfer of Data to Fidelity Stock Plan Services, LLC, or such other broker or third party with whom the Participant may elect to deposit any Shares issued in settlement of the Performance RSUs. Such recipients may receive, possess, use, retain, and transfer Data in electronic or other form, for the purposes of implementing, administering, and managing the Participant's participation in the Plan. The Participant understands that these recipients may be acting as controllers, processors, or persons in charge of processing, as the case may be, according to applicable privacy laws, and that they may be located in the European Economic Area or elsewhere, such as in the United States. Should the Company exercise its discretion in suspending all necessary legal obligations connected with the management and administration of the Plan, it will delete Data as soon as it has completed all the necessary legal obligations connected with the management and administration of the Plan.*

*The Participant understands that Data processing related to the purposes specified above shall take place under automated or non-automated conditions, anonymously when possible, that comply with the purposes for which Data is collected and with confidentiality and security provisions, as set forth by applicable laws and regulations, with specific reference to Legislative Decree no. 196/2003.*

*The processing activity, including communication, the transfer of Data abroad, including outside of the European Economic Area, as herein specified and pursuant to applicable laws and regulations, does not require the Participant's consent thereto, as the processing is necessary to contractual obligations related to implementation, administration, and management of the Plan. The Participant understands that, pursuant to Section 7 of the Legislative Decree no. 196/2003, the Participant has the right, including but not limited to, obtain confirmation that Data exist or not, access, verify their content, origin and accuracy, delete, update, integrate, correct, block or terminate, for legitimate reason, the Data processing.*

*Furthermore, the Participant is aware that Data will not be used for direct-marketing purposes. In addition, Data provided can be reviewed and questions or complaints can be addressed by contacting the Participant's local human resources representative.*

**Plan Document Acknowledgment** . In accepting the Performance RSUs, the Participant acknowledges a copy of the Plan was made available to the Participant, and that the Participant has reviewed the Plan and the Agreement, in their entirety and fully understands and accepts all provisions of the Plan and the Agreement.

The Participant further acknowledges that he or she has read and specifically and expressly approves the following provision in the Global Key Employee Restricted Stock Unit Grant Agreement: Section 1 ("Vesting Schedule"); Section 3 ("Form and Timing of Payment of Vested Performance RSUs"); Section 4 ("Termination of Employment; Change of Control"); Section 8 ("Responsibility for Taxes"); Section 5 ("Nature of Grant"); Section 11

(“Compliance with Law”); Section 19 (“Imposition of Other Requirements”); and the Data Privacy provision in this Appendix A.

## **NOTIFICATIONS**

**Foreign Asset/Account Reporting Information** . If the Participant holds investments abroad or foreign financial assets ( *e.g.* , cash, Shares, Performance RSUs) that may generate income taxable in Italy, the Participant must report them on his or her annual tax return or on a special form if no tax return is due, irrespective of their value. The same reporting duties apply if the Participant is a beneficial owner of the investments, even if he or she does not directly hold investments abroad or foreign assets.

## **JAPAN**

### **NOTIFICATIONS**

**Foreign Asset/Account Reporting Information.** The details of any assets held outside of Japan as of December 31 (including the Shares acquired under the Plan) must be reported annually to the extent such assets have a total net fair market value exceeding ¥50 million. Such report is due by March 15 each year. The Participant should consult with his or her personal tax advisor as to whether the reporting obligation applies to the Participant and whether the Participant will be required to report details of his or her Performance RSUs, as well as the Shares, in the report.

## **NETHERLANDS**

There are no country-specific provisions.

## **SINGAPORE**

### **TERMS AND CONDITIONS**

**Settlement of Awards and Sale of Shares.** This provision supplements the Form and Timing of Payment of Performance RSUs section of the Global Key Employee Restricted Stock Unit Grant Agreement:

The Participant hereby agrees that the Shares acquired pursuant to the Performance RSUs will not be offered for sale in Singapore prior to the six-month anniversary of the Grant Date, unless such sale or offer is made pursuant to the exemptions under Part XIII Division 1 Subdivision (4) (other than section 280) of the Singapore Securities and Futures Act (Chapter 289, 2006 Ed.) (“SFA”) or pursuant to, and in accordance with the conditions of, any other applicable provisions of the SFA.

### **NOTIFICATIONS**

*SECURITIES LAW INFORMATION: The Performance RSUs are granted to the Participant by the Company pursuant to the “Qualifying Person” exemption under section 273(1)(f) of the SFA and the offer is not made with a view to the Performance RSUs or the Shares subject to Performance RSUs being subsequently offered for sale to any other party. The Plan has not been lodged or registered as a prospectus with the Monetary Authority of Singapore.*

**Chief Executive Officer and Director Notification Requirement.** The Chief Executive Officer (“CEO”) and any director, associate director or shadow director of a Singaporean Subsidiary or affiliate of the Company are subject to certain notification requirements under the Singapore Companies Act. The CEO and any director must notify the Singaporean Subsidiary or affiliate of the Company in writing of an interest in the Company ( *e.g.* , Performance RSUs or Shares) or any related company within two (2) business days of (i) the interest’s acquisition or disposal, (ii) any change in a previously disclosed interest ( *e.g.* , when the Shares are sold), or (iii) becoming CEO or a director, associate director or shadow director.

## **SWITZERLAND**

### ***NOTIFICATIONS***

**Securities Law Information.** The Performance RSUs are not intended to be publicly offered in or from Switzerland. Because the offer of the Performance RSUs is considered a private offering, it is not subject to registration in Switzerland. Neither this document nor any other materials relating to the Performance RSUs constitutes a prospectus as such term is understood pursuant to article 652a of the Swiss Code of Obligations, and neither this document nor any other materials relating to the Performance RSUs may be publicly distributed or otherwise made publicly available in Switzerland. Further, neither the Agreement nor any other offering or marketing material relating to the Performance RSUs have been or will be filed with, approved or supervised by any Swiss regulatory authority (in particular, the Swiss Financial Market Supervisory Authority (FINMA)).

## **THAILAND**

### ***NOTIFICATIONS***

**Exchange Control Information.** Thai residents realizing cash proceeds in excess of US\$50,000 in a single transaction from the sale of Shares or dividends paid on such Shares must immediately repatriate all cash proceeds to Thailand and convert such proceeds to Thai Baht within 360 days of repatriation or deposit the funds in an authorized foreign exchange account in Thailand. The inward remittance must also be reported to the Bank of Thailand on a foreign exchange transaction form. Failure to comply with these obligations may result in penalties assessed by the Bank of Thailand.

The Participant should consult with his or her personal advisor prior to taking any action with respect to the remittance of proceeds into Thailand. The Participant is responsible for ensuring compliance with all exchange control laws in Thailand.

## **UNITED KINGDOM**

### ***TERMS AND CONDITIONS***

**Responsibility for Taxes.** The following provision supplements the Responsibility for Taxes section of the Global Key Employee Restricted Stock Unit Grant Agreement:

Without limitation to Responsibility for Taxes section of the Global Key Employee Restricted Stock Unit Grant Agreement, the Participant agrees that he or she is liable for all Tax-Related Items and hereby covenants to pay all such Tax-Related Items as and when requested by the Company or the Employer or by Her Majesty's Revenue and Customs ("HMRC") (or any other tax authority or any other relevant authority). The Participant also agrees to indemnify and keep indemnified the Company and the Employer against any Tax-Related Items that they are required to pay or withhold on the Participant's behalf or have paid or will pay to HMRC (or any other tax authority or any other relevant authority) on the Participant's behalf.

Notwithstanding the foregoing, if the Participant is an executive officer or director of the Company (within the meaning of Section 13(k) of the Exchange Act), the Participant acknowledges that he or she may not be able to indemnify the Company or the Employer for the amount of any income tax not collected from or paid by the Participant, as it may be considered a loan. In this case, the amount of any income tax not collected within ninety (90) days of the end of the U.K. tax year in which the event giving rise to the Tax-Related Item(s) occurs may constitute a benefit to the Participant on which additional income tax and National Insurance Contributions ("NICs") may be payable. The Participant understands that he or she will be responsible for reporting and paying any income tax due on this additional benefit directly to HMRC under the self-assessment regime and for paying to the Company and/or the Employer (as appropriate) the amount of any NICs due on this additional benefit, which may also be recovered from the Participant at any time by any of the means referred to in the Responsibility for Taxes section of the Global Key Employee Restricted Stock Unit Grant Agreement.

**Starbucks Corporation**  
**COMPUTATION OF RATIO OF EARNINGS TO FIXED CHARGES**  
*(in millions, except ratios)*

	Oct 1, 2017	Oct 2, 2016	Sep 27, 2015	Sep 28, 2014	Sep 29, 2013
<b>Fiscal year ended</b>					
Earnings/(loss) <sup>(1)</sup>	\$ 4,317.5	\$ 4,198.6	\$ 3,903.0	\$ 3,159.7	\$ (229.9)
Income from equity investees	(391.4)	(318.2)	(249.9)	(268.3)	(251.4)
Distributed income from equity investees	186.6	223.3	148.2	139.2	115.6
Amortization of capitalized interest	4.1	4.4	4.1	3.6	2.6
Fixed charges, excluding capitalized interest	477.5	366.2	326.5	310.1	237.7
<b>Total earnings/(loss) available for fixed charges</b>	<b>\$ 4,594.3</b>	<b>\$ 4,474.3</b>	<b>\$ 4,131.9</b>	<b>\$ 3,344.3</b>	<b>\$ (125.4)</b>
Fixed charges:					
Interest and debt expense <sup>(2)</sup>	\$ 93.6	\$ 82.2	\$ 74.2	\$ 70.2	\$ 38.5
Interest portion of rental expense	385.0	285.0	256.0	246	209.6
<b>Total fixed charges</b>	<b>\$ 478.6</b>	<b>\$ 367.2</b>	<b>\$ 330.2</b>	<b>\$ 316.2</b>	<b>\$ 248.1</b>
<b>Ratio of earnings to fixed charges <sup>(3)</sup></b>	<b>9.6</b>	<b>12.2</b>	<b>12.5</b>	<b>10.6</b>	<b>—</b>

<sup>(1)</sup> Earnings/(loss) represents income/(loss) from continuing operations before income taxes.

<sup>(2)</sup> Includes amortization of debt-related expenses and interest capitalized during the period. Excludes interest on uncertain tax positions, which is recorded in income tax expense/(benefit) in the consolidated statements of earnings.

<sup>(3)</sup> For the fiscal year ended September 29, 2013, our earnings were insufficient to cover fixed charges by \$373.5 million.

## SUBSIDIARIES OF STARBUCKS CORPORATION

The list below excludes certain subsidiaries which, considered in the aggregate as a single subsidiary, would not constitute a significant subsidiary under SEC rules as of October 1, 2017 .

Entity Name	Organized Under the Laws of:
AmRest Coffee s.r.o.	Czech Republic
AmRest Coffee Sp. z o. o.	Poland
AmRest Kavezo Kft.	Hungary
Bay Bread LLC (dba La Boulange)	Delaware
Beijing Starbucks Coffee Co., Ltd.	China
Chengdu Starbucks Coffee Company Limited	China
CHH Cafe LLC	Texas
CHH Holdings of Texas LLC	Texas
Coffee Concepts (Southern China) Limited	Hong Kong
Coffee House Holdings, Inc.	Washington
Conifer Ventures Co. Ltd	United Kingdom
Corporacion Starbucks Farmer Support Center Colombia	Colombia
Emerald City C.V.	Netherlands
Evolution Fresh, Inc.	Delaware
Farmer Support Center, Asociacion Civil	Mexico
Guangdong Starbucks Coffee Company Limited	China
High Grown Investment Group (Hong Kong) Ltd.	Hong Kong
Holding Company International Limited	United Kingdom
Hubei Starbucks Coffee Company Limited	China
Koffee Sirena LLC	Russia
North American Coffee Partnership	New York
Olympic Casualty Insurance Company	Vermont
President Coffee (Cayman) Holdings Ltd.	Cayman Islands
President Starbucks Coffee (Shanghai) Company Limited	China
President Starbucks Coffee Corporation	Taiwan (Republic of China)
Princi Global Limited	United Kingdom
Princi London Limited	United Kingdom
Princi Properties Limited	United Kingdom
Princi UK Limited	United Kingdom
Qingdao American Starbucks Coffee Company Limited	China
SBI Nevada, Inc.	Nevada
SCI Europe I, LLC	Washington
SCI Europe II, LLC	Washington
SCI Investment, Inc.	Washington
Seastar Colombia Supply Company S.A.S.	Colombia
Seattle Coffee Company	Georgia
Seattle's Best Coffee LLC	Washington
Shaya Coffee Limited	Cyprus
Siren Retail Corporation	Washington
SR Holdings Corporation	Washington
SR2 Holdings Corporation	Washington
Starbucks (China) Company Limited	China
Starbucks (Shanghai) Coffee Company Limited	China
Starbucks (Shanghai) Supply Chain Co., Ltd.	China

Starbucks (Shanghai) Trade Company Limited	China
Starbucks AINI Coffee (Yunnan) Company Limited	China
Starbucks Asia Pacific Investment Holding II Limited	Hong Kong
Starbucks Asia Pacific Investment Holding III Limited	Hong Kong
Starbucks Asia Pacific Investment Holding Limited	Hong Kong
Starbucks Brasil Comércio de Cafés Ltda.	Brazil
Starbucks Capital Asset Leasing Company, LLC	Delaware
Starbucks Card Europe Limited	United Kingdom
Starbucks Coffee (Dalian) Company Limited	China
Starbucks Coffee (Liaoning) Company Limited	China
Starbucks Coffee (Shenzhen) Company Limited	China
Starbucks Coffee (Thailand) Co., Ltd.	Thailand
Starbucks Coffee Agronomy Company S.R.L.	Costa Rica
Starbucks Coffee Asia Pacific Limited	Hong Kong
Starbucks Coffee Austria GmbH	Austria
Starbucks Coffee Canada, Inc.	Canada
Starbucks Coffee Company (Australia) Pty Ltd	Australia
Starbucks Coffee Company (UK) Limited	United Kingdom
Starbucks Coffee Development (Yunnan) Company Limited	China
Starbucks Coffee EMEA B.V.	Netherlands
Starbucks Coffee France S.A.S.	France
Starbucks Coffee Holdings (UK) Limited	United Kingdom
Starbucks Coffee International, Inc.	Washington
Starbucks Coffee Japan, Ltd.	Japan
Starbucks Coffee Korea Co., Ltd.	South Korea
Starbucks Coffee Netherlands B.V.	Netherlands
Starbucks Coffee Switzerland A.G.	Switzerland
Starbucks Coffee Trading Company Sarl	Switzerland
Starbucks EMEA Holdings Ltd	United Kingdom
Starbucks EMEA Investment Ltd	United Kingdom
Starbucks EMEA Ltd	United Kingdom
Starbucks Farmer Support Center Rwanda Ltd	Rwanda
Starbucks Farmer Support Center Tanzania Limited	Tanzania
Starbucks Holding Company Pte. Ltd.	Singapore
Starbucks Holding Company	Washington
Starbucks International (Holdings) Ltd	United Kingdom
Starbucks Italy S.r.l.	Italy
Starbucks Manufacturing Corporation	Washington
Starbucks Manufacturing EMEA B.V.	Netherlands
Starbucks New Venture Company	Washington
Starbucks Singapore Investment Pte. Ltd.	Singapore
Starbucks Switzerland Austria Holdings B.V.	Netherlands
Starbucks Trading, G.K.	Japan
Tata Starbucks Private Limited	India
Teavana Puerto Rico, LLC	Delaware
The New French Bakery, Inc.	California
Torrefazione Italia LLC	Washington
Torz and Macatonia Limited	United Kingdom
Xi'an Starbucks Coffee Company Limited	China

**CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

We consent to the incorporation by reference in Registration Statement Nos. 33-52526, 33-52528, 33-92208, 33-92184, 333-65181, 333-94987, 333-37442, 333-70648, 333-101806, 333-114090, 333-123688, 333-142878, 333-167572, 333-174995 and 333-191512 on Form S-8 and Registration Statement No. 333-213645 on Form S-3 of our reports dated November 17, 2017, relating to the consolidated financial statements of Starbucks Corporation and subsidiaries (the "Company"), and the effectiveness of the Company's internal control over financial reporting, appearing in this Annual Report on Form 10-K of Starbucks Corporation for the year ended October 1, 2017.

/s/ Deloitte & Touche LLP

Seattle, Washington  
November 17, 2017

CERTIFICATION PURSUANT TO RULE 13a-14(a) OF THE SECURITIES EXCHANGE ACT OF 1934  
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Kevin R. Johnson, certify that:

1. I have reviewed this Annual Report on Form 10-K for the fiscal year ended October 1, 2017 of Starbucks Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 17, 2017

/s/ Kevin R. Johnson

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Kevin R. Johnson

president and chief executive officer



CERTIFICATION PURSUANT TO RULE 13a-14(a) OF THE SECURITIES EXCHANGE ACT OF 1934  
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Scott Maw, certify that:

1. I have reviewed this Annual Report on Form 10-K for the fiscal year ended October 1, 2017 of Starbucks Corporation;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 17, 2017

/s/ Scott Maw

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Scott Maw

executive vice president, chief financial officer

CERTIFICATIONS PURSUANT TO 18 U.S.C. SECTION 1350  
AS ADOPTED PURSUANT TO SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Starbucks Corporation ("Starbucks") on Form 10-K for the fiscal year ended October 1, 2017, as filed with the Securities and Exchange Commission on November 17, 2017 (the "Report"), Kevin R. Johnson, president and chief executive officer, and Scott Maw, executive vice president, chief financial officer of Starbucks, each hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to his knowledge:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of Starbucks.

November 17, 2017

/s/ Kevin R. Johnson

Kevin R. Johnson

president and chief executive officer

November 17, 2017

/s/ Scott Maw

Scott Maw

executive vice president, chief financial officer