As filed with the Securities and Exchange Commission May 25, 2012

Registration No.: 333-_____

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-1

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

Koffee Korner Inc.

Delaware	**5810**	**45-4484428**
(State or Other Jurisdiction of Organization)	(Primary Standard Industrial Classification Code)	(IRS Employer Identification Number.)

6560 Fannin Street – Suite 245
Houston, Texas 77030
713-795-0011
(Address, including zip code, and telephone number, including Area code, of registrant's principal executive offices)

Ms. Nazneen D'Silva, President
6560 Fannin Street – Suite 245
Houston, Texas 77030
713-795-0011
(Name, address, including zip code, and telephone number, including area code, of agent for service of process)

Copies of all communication to:
Frank J. Hariton, Esq.
1065 Dobbs Ferry Road
White Plains, New York 10607
Telephone (914) 674-4373
Fax (914) 693-2963

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE TO THE PUBLIC: From time to time after the effective date of this prospectus

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, please check the following box. [X]

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [ ]

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [ ]

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. [ ]

Indicate by check mark whether the registrant is a large accelerated filer, a non accelerated filer, a non-accelerated filer or a smaller reporting company. See definitions of "large accelerated filer", "accelerated filer", a "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer [ ]	Accelerated Filer [ ]
Non-accelerated Filer [ ]	Smaller Reporting Company [X]

CALCULATION OF REGISTRATION FEE

Title Of Each Class Of Securities To Be Registered	Amount To Be Registered	Proposed Maximum Offering Price Per Share	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee (1)
Common Stock, par value $.0001 per share (1)	1,380,000	$0.10	$138,000	$15.81

(1) The offering price has been estimated solely for the purpose of computing the amount of the registration fee in accordance with Rule 457(o). Our common stock is not traded on any national exchange and in accordance with Rule 457; the offering price was determined by the price shares were sold to our shareholders in a private placement memorandum. The selling shareholders may sell shares of our common stock at a fixed price of $0.10 per share until our common stock is quoted on the Over the Counter Bulletin Board (OTCBB) and thereafter at prevailing market prices or privately negotiated prices, with the exception of our sole officer and a promoter, who are deemed to be underwriters and must offer their shares at a fixed price of $0.10 per share even if our shares are quoted on the OTCBB. The fixed price of $0.10 has been determined as the selling price based upon the original purchase price paid by the selling shareholders of $0.10. There can be no assurance that a market maker will agree to file the necessary documents with the Financial Industry Regulatory Authority (FINRA), which operates the OTCBB, nor can there be any assurance that such an application for quotation will be approved.

REGISTRANT HEREBY AMENDS THIS REGISTRATION STATEMENT ON DATES AS MAY BE NECESSARY TO DELAY ITS EFFECTIVE DATE UNTIL THE REGISTRANT SHALL FILE A FURTHER AMENDMENT WHICH SPECIFICALLY STATES THAT THIS REGISTRATION STATEMENT SHALL THEREAFTER BECOME EFFECTIVE IN ACCORDANCE WITH SECTION 8(a) OF THE SECURITIES ACT OF 1933, OR UNTIL THE REGISTRATION STATEMENT SHALL BECOME EFFECTIVE ON DATES AS THE COMMISSION, ACTING UNDER SAID SECTION 8(a), MAY DETERMINE.

THE INFORMATION IN THIS PROSPECTUS IS NOT COMPLETE AND MAY BE CHANGED. WE MAY NOT SELL THESE SECURITIES UNTIL THE REGISTRATION STATEMENT FILED WITH THE SECURITIES AND EXCHANGE COMMISSION IS EFFECTIVE. THIS PROSPECTUS IS NOT AN OFFER TO SELL THESE SECURITIES AND IT IS NOT SOLICITING AN OFFER TO BUY THESE SECURITIES IN ANY STATE WHERE THE OFFER OR SALE IS NOT PERMITTED.

PRELIMINARY PROSPECTUS

SUBJECT TO COMPLETION,
DATED May 25, 2012

KOFFEE KORNER INC.

6560 Fannin St. #245
Houston, TX 77030

Up to 1,380,000 Shares of Common Stock
Offering Price: $0.10 per share

As of May 25, 2012, we had 10,530,000 shares of our common shares outstanding.

This is a resale prospectus for the resale of up to 1,380,000 shares of our common stock by the selling stockholders listed herein. We will not receive any proceeds from the sale of the shares.

Our common stock is not traded on any public market and, although we have contacted Spartan Securities Group Ltd. (“Spartan”) to apply to have our common stock quoted on the Over the Counter Bulletin Board maintained by the Financial Regulatory Authority (“FINRA”) ("OTCBB") upon the effectiveness of the registration statement of which this prospectus is a part, they may not be successful in such efforts, and our common stock may never trade in any market. We do not have a written agreement with Spartan Securities Group Ltd. regarding an application to FINRA.

Non-affiliate selling stockholders of 330,000 shares will sell at a fixed price of $0.10 per share until our common shares are quoted on the OTCBB and thereafter at prevailing market prices, or privately negotiated prices, with the exception of our sole officer and a promoter, who are deemed to be underwriters and must offer their 1,050, 000 shares at a fixed price of $0.10 per share even if our shares are quoted on the OTCBB.

INVESTING IN OUR COMMON STOCK INVOLVES VERY HIGH RISKS. SEE "RISK FACTORS" BEGINNING ON PAGE 2.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

WE HAVE NOT AUTHORIZED ANY DEALER, SALESPERSON OR OTHER PERSON TO GIVE ANY INFORMATION OR REPRESENT ANYTHING NOT CONTAINED IN THIS PROSPECTUS. YOU SHOULD NOT RELY ON ANY UNAUTHORIZED INFORMATION. THIS PROSPECTUS DOES NOT OFFER TO SELL OR BUY ANY SHARES IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL. THE INFORMATION IN THIS PROSPECTUS IS CURRENT AS OF THE DATE ON THE COVER.

The date of this prospectus is May 25, 2012.

The following table of contents has been designed to help you find important information contained in this prospectus. We encourage you to read the entire prospectus.

TABLE OF CONTENTS

SUMMARY OF OUR OFFERING

The following summary information is qualified in its entirety by the detailed information and financial statements appearing elsewhere in the Prospectus.

OUR BUSINESS

KOFFEE KORNER INC. ("Koffee Korner", "we", "us" or the "Company") was initially formed as a Texas Corporation in July 2003 and became a Delaware corporation in February 2012.

Koffee Korner is a single location roaster and retailer of specialty coffee. Koffee Korner purchases and roasts high-quality whole bean coffees and sells them, along with fresh, rich-brewed coffees, Italian-style espresso beverages, cold blended beverages, and a variety of complementary food items, a selection of premium teas, and beverage-related accessories and equipment, primarily through our retail location in Houston.

The Company's objective is to maintain the high quality of its product and to obtain the resources to open additional locations in the Houston, Texas metropolitan area. Management estimates that the cost of establishing additional retail locations will be approximately $250,000 per location. We have no commitments for any financing and cannot assure you that we will realize this goal.

The Offering

Securities being offered:	Up to 1,380,000 shares of common stock, par value $0.0001 by selling stockholders.
Offering price per share:	$0.10.
Offering period:	The shares will be offered on a time to time basis by the selling stockholders.
Net proceeds:	We will not receive any proceeds from the sale of the shares.
Use of proceeds:	We will not receive any proceeds from the sale of the shares.
Number of Shares of Common Stock Authorized and Outstanding:	10,530,000 shares of common stock issued and outstanding, 100,000,000 shares of common stock authorized. 5,000,000 shares of blank check preferred stock authorized – none issued.

There is no trading market for our shares. We have contacted Spartan Securities Group Ltd. ("Spartan"), a broker-dealer, to sponsor us for inclusion on the OTCBB and thereafter we hope that a trading market will develop. Selling stockholders will sell at a fixed price of $0.10 per share until our common shares are quoted on the OTCBB and thereafter at prevailing market prices, or privately negotiated prices, with the exception of our sole officer and a promoter, who are deemed to be underwriters and must offer their shares at a fixed price of $0.10 per share even if our shares are quoted on the OTCBB.

Selected Financial Information

	March 31, 2012	March 31, 2011
BALANCE SHEET DATA:		
Current Assets:	$ 27,417	$ 14,596
Total Assets:	$ 59,123	$ 46,302
Total Liabilities:	$ 2,866	$ 11,722
Stockholders' Equity:	$ 56,257	$ 34,580

STATEMENTS OF OPERATIONS DATA:	For the Fiscal Year ended March 31, 2012	For the Fiscal Year ended March 31, 2011
Net Revenue:	$ 72,692	$ 82,715
Cost of Sales:	$ 26,816	$ 34,639
Gross Profit:	$ 45,876	$ 48,076
Operating Expenses:	$ 55,611	$ 46,299
Net Income (Loss):	$ (9,735)	$ 1,777
Net Income (Loss) Per Common Share -Basic and Diluted:	(0.00)	0.00

The foregoing summary information is qualified by and should be read in conjunction with our financial statements and accompanying footnotes, appearing elsewhere in this Registration Statement.

RISK FACTORS

You should carefully consider the following factors in evaluating our business, operations and financial condition. Additional risks and uncertainties not presently known to us that we currently deem immaterial or that are similar to those faced by other companies in our industry or business in general, such as competitive conditions, may also impair our business operations. The occurrence of any the following risks could have a material adverse effect on our business, financial condition and results of operations.

Risks Related to Our Business

We may not be able to continue as a going concern and if we do not our stock may become worthless.

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern, which contemplates continuity of operations, realization of assets, and liquidation of liabilities in the normal course of business.

As reflected in the accompanying consolidated financial statements, the Company had a deficit accumulated at March 31, 2012, a net loss and net cash used in operating activities for the Fiscal Year March 31, 2012.

While the Company is attempting to commence operations and generate sufficient revenues, the Company's cash position may not be sufficient enough to support the Company's daily operations. Management intends to raise additional funds by way of a private or public offering. Management believes that the actions presently being taken to further implement its business plan and generate sufficient revenues provide the opportunity for the Company to continue as a going concern. While the Company believes in the viability of its strategy to generate sufficient revenues and in its ability to raise additional funds, there can be no assurances to that effect. The ability of the Company to continue as a going concern is dependent upon the Company's ability to further implement its business plan and generate sufficient revenues.

The consolidated financial statements do not include any adjustments related to the recoverability and classification of recorded asset amounts or the amounts and classification of liabilities that might be necessary should the Company be unable to continue as a going concern.

If we do not receive additional funding to expand operations the value of our stock could be adversely affected.

As of March 31, 2012, we had cash of approximately $27,417. We estimate that such cash reserves are not sufficient to fund our daily operations for more than one year. To fund our daily operations we must raise additional capital. No assurance can be given that we will receive additional funds required to fund our daily operations. In addition, in the absence of the receipt of additional funding we may be required to scale back current operations by reducing hours of operation or employees at our current location.

We intend to become a public company subject to the periodic reporting requirements of the Securities Exchange Act of 1934 that will require us to incur audit fees and legal fees in connection with the preparation of such reports. These additional costs could reduce or eliminate our ability to earn a profit.

Following the effective date of our registration statement of which this prospectus is a part, we will be required to file periodic reports with the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934 and the rules and regulations promulgated thereunder. In order to comply with these requirements, our independent registered public accounting firm will have to review our financial statements on a quarterly basis and audit our financial statements on an annual basis. Moreover, our legal counsel will have to review and assist in the preparation of such reports. The costs charged by these professionals for such services cannot be accurately predicted at this time because factors such as the number and type of transactions that we engage in and the complexity of our reports cannot be determined at this time and will have a major affect on the amount of time to be spent by our auditors and attorneys. However, our incurring these costs will obviously be an expense to our operations and thus have a negative effect on our ability to meet our overhead requirements and earn a profit. We may be exposed to potential risks resulting from new requirements under Section 404 of the Sarbanes-Oxley Act of 2002. If we cannot provide reliable financial reports or prevent fraud, our business and operating results could be harmed, investors could lose confidence in our reported financial information, and the trading price of our common stock, if a market ever develops, could drop significantly.

Pursuant to Section 404 of the Sarbanes-Oxley Act of 2002, as amended by SEC Release 33-8934 on June 26, 2008 we will be required, beginning with our fiscal year ending March 31, 2014, to include in our Annual Report our assessment of the effectiveness of our internal control over financial reporting as of the end of the fiscal year ending March 31, 2014. Furthermore, in the following year, our independent registered public accounting firm will be required to report separately on whether it believes that we have maintained, in all material respects, effective internal control over financial reporting. We have not yet completed any assessment of the effectiveness of our internal control over financial reporting. We expect to incur additional expenses and diversion of management's time as a result of performing the system and process evaluation, testing and remediation required in order to comply with the management certification and auditor attestation requirements. Management believes that the recently enacted JOBS Act may eliminate the requirement of the independent auditor review until such time as we have experienced substantial growth.

Our officer has no experience in managing a public company.

Our sole officer has no previous experience in managing a public company and we do not have a sufficient number of employees to segregate responsibilities and may be unable to afford increasing our staff or engaging outside consultants or professionals to overcome our lack of employees. During the course of our testing, we may identify other deficiencies that we may not be able to remediate in time to meet the deadline imposed by the Sarbanes-Oxley Act for compliance with the requirements of Section 404. In addition, if we fail to achieve and maintain the adequacy of our internal controls, as such standards are modified, supplemented or amended from time to time, we may not be able to ensure that we can conclude on an ongoing basis that we have effective internal controls over financial reporting in accordance with Section 404 of the Sarbanes-Oxley Act. Moreover, effective internal controls, particularly those related to revenue recognition, are necessary for us to produce reliable financial reports and are important to help prevent financial fraud. If we cannot provide reliable financial reports or prevent fraud, our business and operating results could be harmed, investors could lose confidence in our reported financial information, and the trading price of our common stock, if a market ever develops, could drop significantly.

We do not presently have a Chief Financial Officer.

Our CEO does not have any experience as a chief financial officer ("CFO"). While we are seeking to hire a CFO, we may not be successful in these efforts. In the absence of a CFO we will be unable to fully implement internal controls and procedures required of a public corporation. As a result we may become subject to regulatory inquiries and reviews which may hamper our ability to move forward with our business plan and operations.

We do not have any independent directors.

Our sole officer, Ms. D'Silva, is our sole director and there is no director who is independent of management. We are continuing our efforts to attract independent directors, but until we do so conflicts between the interests of Ms. D'Silva and our other shareholders will be resolved solely by Ms. D'Silva and this may prove detrimental to the interests of our other shareholders.

Our officer does not have an employment agreement with us and could cease working for us at any time causing us to cease our operations.

Our sole officer does not have an employment agreement with us. In the absence of an employment agreement with a restrictive covenant on the part of the employee, our officer could leave us at any time or commence working for a competitive company. Furthermore, even if she had an employment agreement in the future, as our sole director, she would be in a position to approve the termination of the same. Accordingly, the continued services of our sole officer cannot be assured. If Ms. D'Silva were to cease working for us, we would have to cease operations.

Our financial condition and results of operations will be 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 set forth below could adversely impact our business, financial condition and/or results of operations:

• lower customer traffic or average value per transaction, which negatively impacts sales, net revenues, operating income, operating margins and earnings per share, due to:
• the impact of initiatives by competitors and increased competition generally;
• customers trading down to lower priced products offered by us, and/or shifting to competitors with lower priced products;
• lack of customer acceptance of new products or price increases necessary to cover costs of new products and/or higher input costs;
• unfavorable general economic conditions in the market in which we operate that adversely affect consumer spending;
• declines in general consumer demand for specialty coffee products; or
• adverse impacts resulting from negative publicity regarding the Company's business practices or the health effects of consuming its products;
• cost increases that are either wholly or partially beyond our control, such as:
• commodity costs for commodities that can only be partially hedged, such as fluid milk, and to a lesser extent, high quality coffee beans;
• labor costs such as increased health care costs, general market wage levels and workers' compensation insurance costs;
construction costs associated with new store openings; or
• information technology costs and other logistical resources necessary to maintain and support the growth of the Company's business;
• 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 our from meeting annual store opening targets and, in turn, negatively impact net revenues, operating income and earnings per share; and

• any material interruption in our supply chain beyond its control, such as material interruption of roasted coffee supply due to the casualty loss of any of the roasting plants or the failures of third-party suppliers, or interruptions in service by common carriers that ship goods within our distribution channels, or trade restrictions, such as increased tariffs or quotas, embargoes or customs restrictions.

We may not be successful in implementing important strategic initiatives, which may have a material 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 management's expectations such as opening additional locations.

We face intense competition in the specialty coffee market, which could lead to reduced profitability.
A description of the general competitive conditions in which we operate appears under "Business-Competition". As a single location premium coffee and beverage store we compete with national premium coffee chains, such as Starbucks, and, to a lesser extent, with national chains such as Dunkin' Donuts and McDonald's, which have begun to put a greater emphasis on high quality and specialty coffee. We also compete with every other location in our area that offers coffee.

Adverse public or medical opinions about the health effects of consuming our products, as well as reports of incidents involving food-borne illnesses or food tampering, whether or not accurate, could harm our business.

Some of our products contain caffeine, dairy products, sugar and other active compounds, the health effects of which are the subject of increasing public scrutiny, including the suggestion that excessive consumption of caffeine, dairy products, sugar and other active compounds can lead to a variety of adverse health effects. There has also been greater public awareness that sedentary lifestyles, combined with excessive consumption of high-calorie foods, have led to a rapidly rising rate of obesity. Management believes that there is increasing consumer awareness of health risks, including obesity, due in part to increasing publicity and attention from health organizations, as well as increased consumer litigation based on alleged adverse health impacts of consumption of various food products. While we have a variety of healthier choice beverage and food items, including items that are low in caffeine and calories, an unfavorable report on the health effects of caffeine or other compounds present in our products, or negative publicity or litigation arising from other health risks such as obesity, could significantly reduce the demand for our beverages and food products.

Our business is subject to general economic and business factors that are largely out of our control, any of which could have a material adverse effect on our operating results.

We are also affected by recessionary economic cycles as customers are less likely to purchase higher priced premium coffee beverages during economically stressed periods.

Our success depends to a large extent upon the continued services of key managerial employees and our ability to attract and retain qualified personnel.

Specifically, we are highly dependent on the ability and experience of our key employee, Nanzeen D'Silva. The loss of Ms. D'Silva, the principal owner of the Company, would present a significant setback for us and could impede the implementation of our business plan. Our success depends upon the continued contributions of our key staff and skilled employees, many of whom would be extremely difficult to replace. Competition for skilled employees in the industry is intense. If we are unable to retain our existing key staff or skilled employees, or hire and integrate new key staff or skilled employees, our operating results would likely be harmed. There is no assurance that we will be successful in acquiring and retaining qualified personnel to execute our current plan of operations.

The ability of our president to control our business will limit minority shareholders' ability to influence corporate affairs.

Our president, Nanzeen D'Silva, owns 10,000,000 or 95% of our 10,530,000 issued and outstanding shares. Even if she were to sell all of her shares that are covered by this prospectus, she would still own 9,150,000 shares or 87% of our issued and outstanding shares. Because of her stock ownership, our president will be in a position to continue to elect our board of directors, decide all matters requiring stockholder approval and determine our policies. The interests of our president may differ from the interests of other shareholders with respect to the issuance of shares, business transactions with or sales to other companies, selection of officers and directors and other business decisions. The minority shareholders would have no way of overriding decisions made by our president. This level of control may also have an adverse impact on the market value of our shares because she may institute or undertake transactions, policies or programs that result in losses may not take any steps to increase our visibility in the financial community and/ or may sell sufficient numbers of shares to significantly decrease our price per share if a market every develops.

Risks Related to Our Common Stock

Currently, there is no public market for our securities, and there can be no assurances that any public market will ever develop or that our common stock will be quoted for trading and, even if quoted, it is likely to be subject to significant price fluctuations.

Prior to the date of this prospectus, there has not been any established trading market for our common stock, and there is currently no public market whatsoever for our securities. We have requested that Spartan Securities Group Ltd. file an application with FINRA on our behalf so as to be able to quote the shares of our common stock on the OTC Bulletin Board ("OTCBB") maintained by FINRA commencing upon the effectiveness of our registration statement of which this prospectus is a part. There can be no assurance as to whether such market maker will actually file the application or if that application will be accepted by FINRA. We are not permitted to file such application on our own behalf. If the application is accepted, there can be no assurances as to whether any market for our shares will develop or the prices at which our common stock will trade. If the application is accepted, we cannot predict the extent to which investor interest in us will lead to the development of an active, liquid trading market. Active trading markets generally result in lower price volatility and more efficient execution of buy and sell orders for investors.

In addition, our common stock is unlikely to be followed by any market analysts, and there may be few institutions acting as market makers for the common stock. Either of these factors could adversely affect the liquidity and trading price of our common stock. Until our common stock is fully distributed and an orderly market develops in our common stock, if ever, the price at which it trades is likely to fluctuate significantly. Prices for our common stock will be determined in the marketplace and may be influenced by many factors, including the depth and liquidity of the market for shares of our common stock, developments affecting our business, including the impact of the factors referred to elsewhere in these Risk Factors, investor perception, and general economic and market conditions. No assurances can be given that an orderly or liquid market will ever develop for the shares of our common stock. Because of the anticipated low price of the securities, many brokerage firms may not be willing to effect transactions in these securities. See "Plan of Distribution" subsection entitled "Selling Shareholders and any purchasers of our securities should be aware that any market that develops in our stock will be subject to the penny stock restrictions."

Our Board of Directors is authorized to issue shares of preferred stock, which may have rights and preferences detrimental to the rights of the holders of our common shares.

We are authorized to issue up to 5,000,000 shares of preferred stock, $0.0001 par value. As of the date of this prospectus, we have not issued any shares of preferred stock. Our preferred stock may bear such rights and preferences, including dividend and liquidation preferences, as the Board of Directors may fix and determine from time to time. Any such preferences may operate to the detriment of the rights of the holders of the common stock being offered hereby.

Our Articles of Incorporation provide for indemnification of officers and directors at our expense and limit their liability which may result in a major cost to us and hurt the interests of our shareholders because corporate resources may be expended for the benefit of officers and/or directors.

Our Articles of Incorporation and applicable Delaware law provide for the indemnification of our directors, officers, employees, and agents, under certain circumstances, against attorney's fees and other expenses incurred by them in any litigation to which they become a party arising from their association with or activities on our behalf. We will also bear the expenses of such litigation for any of our directors, officers, employees, or agents, upon such person's promise to repay us, therefore if it is ultimately determined that any such person shall not have been entitled to indemnification. This indemnification policy could result in substantial expenditures by us, which we will be unable to recoup.

We have been advised that, in the opinion of the SEC, indemnification for liabilities arising under federal securities laws is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against these types of liabilities, other than the payment by us of expenses incurred or paid by a director, officer or controlling person in the successful defense of any action, suit or proceeding, is asserted by a director, officer or controlling person in connection with the securities being registered, we will (unless in the opinion of our counsel, the matter has been settled by controlling precedent) submit to a court of appropriate jurisdiction, the question whether indemnification by us is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue. The legal process relating to this matter if it were to occur is likely to be very costly and may result in us receiving negative publicity, either of which factors are likely to materially reduce the market and price for our shares, if such a market ever develops.

We anticipate our stock being quoted on the OTCBB which may result in limited liquidity and the inability of our stockholders to maintain accurate price quotations of their stock.

Until our shares of common stock qualify for inclusion in the NASDAQ system, if ever, the trading of our securities, if any, will be in the over-the-counter market which is commonly referred to as the OTCBB as maintained by FINRA. As a result, an investor may find it difficult to dispose of, or to obtain accurate quotations as to the price of our securities.

Any market that develops in shares of our common stock will be subject to the penny stock restrictions which will create a lack of liquidity and make trading difficult or impossible.

SEC Rule 15g-9 (as most recently amended and effective on September 12, 2005) establishes the definition of a "penny stock," for purposes relevant to us, as any equity security that has a market price of less than $5.00 per share or with an exercise price of less than $5.00 per share, subject to a limited number of exceptions. It is likely that our shares will be considered to be penny stocks for the immediately foreseeable future. This classification severely and adversely affects the market liquidity for our common stock. For any transaction involving a penny stock, unless exempt, the penny stock rules require that a broker-dealer approve a person's account for transactions in penny stocks and the broker-dealer receive from the investor a written agreement to the transaction setting forth the identity and quantity of the penny stock to be purchased.

In order to approve a person's account for transactions in penny stocks, the broker-dealer must obtain financial information and investment experience and objectives of the person and make a reasonable determination that the transactions in penny stocks are suitable for that person and that person has sufficient knowledge and experience in financial matters to be capable of evaluating the risks of transactions in penny stocks.

The broker-dealer must also deliver, prior to any transaction in a penny stock, a disclosure schedule prepared by the SEC relating to the penny stock market, which, in highlight form, sets forth:

- the basis on which the broker-dealer made the suitability determination, and
- that the broker-dealer received a signed, written agreement from the investor prior to the transaction.

Disclosure also has to be made about the risks of investing in penny stock in both public offerings and in secondary trading and commissions payable to both the broker-dealer and the registered representative, current quotations for the securities and the rights and remedies available to an investor in cases of fraud in penny stock transactions. Finally, monthly statements have to be sent disclosing recent price information for the penny stock held in the account and information on the limited market in penny stocks.

Because of these regulations, broker-dealers may not wish to engage in the above-referenced necessary paperwork and disclosures and/or may encounter difficulties in their attempt to sell shares of our common stock, which may affect the ability of selling shareholders or other holders to sell their shares in the secondary market and have the effect of reducing the level of trading activity in the secondary market. These additional sales practice and disclosure requirements could impede the sale of our securities, if and when our securities become publicly traded. In addition, the liquidity for our securities may decrease, with a corresponding decrease in the price of our securities. Our shares in all probability will be subject to such penny stock rules for the foreseeable future and our shareholders will, in all likelihood, find it difficult to sell their securities.

We do not intend to pay dividends on our common stock.

We have not paid any dividends on our common stock to date and there are no plans for paying dividends on the common stock in the foreseeable future.

We intend to retain earnings, if any, to provide funds for the implementation of our business plan. We do not intend to declare or pay any dividends in the foreseeable future. Therefore, there can be no assurance that holders of our common stock will receive any additional cash, stock or other dividends on their shares of our common stock until we have funds which the Board of Directors determines can be allocated to dividends.

If a market develops for our shares, sales of our shares relying upon rule 144 may depress prices in that market by a material amount.

All of the outstanding shares of our common stock are "restricted securities" within the meaning of Rule 144 under the Securities Act of 1933, as amended. As restricted shares, these shares may be resold only pursuant to an effective registration statement or under the requirements of Rule 144 or other applicable exemptions from registration under the Act and as required under applicable state securities laws. Rule 144 provides in essence that a person who has held restricted securities for a prescribed period may, under certain conditions, sell every three months, in brokerage transactions, a number of shares that does not exceed 1.0% of a company's outstanding common stock. The alternative average weekly trading volume during the four calendar weeks prior to the sale is not available to our shareholders being that the OTCBB (if and when listed thereon) is not an "automated quotation system" and, accordingly, market based volume limitations are not available for securities quoted only over the OTCBB. As a result of revisions to Rule 144 which became effective on or about February 15, 2008, there is no limit on the amount of restricted securities that may be sold by a non-affiliate (i.e., a stockholder who has not been an officer, director or control person for at least 90 consecutive days) after the restricted securities have been held by the owner for a period of one year. A sale under Rule 144 or under any other exemption from the Act, if available, or pursuant to registration of shares of common stock of present stockholders, may have a depressive effect upon the price of the common stock in any market that may develop.

Any trading market that may develop may be restricted by virtue of state securities "Blue Sky" laws which prohibit trading absent compliance with individual state laws.

These restrictions may make it difficult or impossible to sell shares in those states. There is no public market for our common stock, and there can be no assurance that any public market will develop in the foreseeable future. Transfer of our common stock may also be restricted under the securities or securities regulations laws promulgated by various states and foreign jurisdictions, commonly referred to as "Blue Sky" laws. Absent compliance with such individual state laws, our common stock may not be traded in such jurisdictions. Because the securities registered hereunder have not been registered for resale under the "Blue Sky" laws of any state, the holders of such shares and persons who desire to purchase them in any trading market that might develop in the future, should be aware that there may be significant state "Blue Sky" law restrictions upon the ability of investors to sell the securities and of purchasers to purchase the securities. These restrictions prohibit the secondary trading of our common stock. We currently do not intend and may not be able to qualify securities for resale in approximately 17 states which do not offer manual exemptions and require shares to be qualified before they can be resold by our shareholders. Accordingly, investors should consider the secondary market for our securities to be a limited one.

Dilution

We are not offering any shares in this registration statement. All shares are being registered on behalf of our selling shareholders who may offer their shares at a fixed price of $0.10 per share until our common shares are quoted on the Over-The-Counter Bulletin Board or another quotation medium and thereafter at prevailing market prices, or privately negotiated prices, with the exception of our sole officer and a promoter, who are deemed to be underwriters and must offer their shares at a fixed price of $0.10 per share even if our shares are quoted on the OTCBB. Accordingly, we have not included information on dilution in this Prospectus.

USE OF PROCEEDS

We will not receive any of the proceeds from the sale of shares of the common stock offered by the selling stockholders. We are registering 1,380,000 of our 10,530,000 currently outstanding shares for resale to provide the holders thereof with freely tradable securities, but the registration of such shares does not necessarily mean that any of such shares will be offered or sold by the holders thereof.

SELLING STOCKHOLDERS

From February through March 2012, 10,530,000 shares of common stock were issued to 35 individuals:

On February 1, 2012, 10,000,000 shares were issued to our president and CEO, Nanzeen D'Silva, in exchange for all of her ownership interests in Koffee Korner, Inc., a Texas corporation which became our wholly owned subsidiary.

On February 1, 2012, we issued 200,000 shares to our counsel Frank J. Hariton as a founder and promoter.

During February and March 2012 an additional 330,000 shares were issued to 33 additional shareholders for $33,000 in cash or $0.10 per share. These shares were issued in a private offering pursuant to Regulation D under the Securities Act of 1933, as amended, and each of the investors therein represented in writing that such investor was an accredited investor as that term is defined in Regulation D and that he/she was acquiring the shares for his/her own account and for investment. A copy of such subscription agreement is filed as an exhibit to the registration statement of which this prospectus is a part.

No underwriter participated in the foregoing transactions, and no underwriting discounts or commissions were paid, nor was any general solicitation or general advertising conducted. The securities bear a restrictive legend and stop transfer instructions are noted on our stock transfer records.

All shares offered under this prospectus are being offered by selling shareholders and may be sold from time to time for the account of the selling stockholders named in the following table. The table also contains information regarding each selling stockholder's beneficial ownership of shares of our common stock as of May xx , 2012, and as adjusted to give effect to the sale of the shares offered hereunder.

SELLING SECURITYHOLDER AND RELATIONSHIP TO THE COMPANY OR ITS AFFILIATES, IF ANY	SHARES OWNED (NUMBER AND PERCENTAGE) BEFORE OFFERING		SHARES OFFERED	SHARES OWNED (NUMBER AND PERCENTAGE) AFTER OFFERING	
Nanzeen D'Silva President CEO and Sole Director	10,000,000	95%	850,000	9,150,000	87%
Frank J. Hariton Promoter	200,000	2%	200,000	0	0%
Nerissa D'Silva	10,000	*	10,000	0	0%
Gloria D'Silva	10,000	*	10,000	0	0%
Neville D'Silva(1)	10,000	*	10,000	0	0%
Mary D'Silva	10,000	*	10,000	0	0%
Noorbibi Gheewalla	10,000	*	10,000	0	0%
Irfan Gheewalla	10,000	*	10,000	0	0%
Hajibibi Gheewalla(2)	10,000	*	10,000	0	0%
Kamrudin Gheewalla(3)	10,000	*	10,000	0	0%
Shazim Gheewalla	10,000	*	10,000	0	0%
Nooralla Gheewalla(4)	10,000	*	10,000	0	0%
Noorjehan Gheewalla(5)	10,000	*	10,000	0	0%
Salim Gheewalla(6)	10,000	*	10,000	0	0%
Naureen Gheewalla	10,000	*	10,000	0	0%
Salima Gheewalla(7)	10,000	*	10,000	0	0%
Amin Gheewalla(8)	10,000	*	10,000	0	0%
Neelam Damani(9)	10,000	*	10,000	0	0%
Nilesh Patel	10,000	*	10,000	0	0%
Bhavesh Dayalji(10)	10,000	*	10,000	0	0%
Nisha Dayalji(11)	10,000	*	10,000	0	0%
Edward Von Adelung	10,000	*	10,000	0	0%
Kelly Bolona	10,000	*	10,000	0	0%
Mike Darnell	10,000	*	10,000	0	0%
Allison Navarro	10,000	*	10,000	0	0%
Christa Lynch	10,000	*	10,000	0	0%
Marvin Eric Morado	10,000	*	10,000	0	0%
Tracy Kenton	10,000	*	10,000	0	0%
Sean Inniss	10,000	*	10,000	0	0%
Cara Dimolfetto	10,000	*	10,000	0	0%
Andrea Lalicker	10,000	*	10,000	0	0%
Khalid Dawson	10,000	*	10,000	0	0%
Bernard Hopalian	10,000	*	10,000	0	0%
Dustin Mihalek	10,000	*	10,000	0	0%
Jim Trunzo	10,000	*	10,000	0	0%
Total	10,530,000	100%	1,380,000	9,150,000	87%

*Percentage is only indicated if greater than 1%

(1) Mr. Neville D'Silva may be deemed to beneficially own 10,000 shares of common stock that are currently held in the name of his daughter, Nerissa D'Silva.

(2) Mrs. Hajibibi Gheewalla may be deemed to beneficially own 20,000 shares of common stock that are currently held in the name of her Husband, Kamrudin Gheewalla and her son Irfan Gheewalla.

(3) Mr. Kamrudin Gheewalla may be deemed to beneficially own 20,000 shares of common stock that are currently held in the name of his wife, Hajibibi Gheewalla and his son Irfan Gheewalla.

(4) Mr. Nooralla Gheewalla may be deemed to beneficially own 20,000 shares of common stock that are currently held in the name of his wife, Noorjehan Gheewalla and his daughter Naureen Gheewalla.

(5) Mrs. Noorjehan Gheewalla may be deemed to beneficially own 20,000 shares of common stock that are currently held in the name of her husband, Nooralla Gheewalla and her daughter Naureen Gheewalla.

(6) Mr. Salim Gheewalla may be deemed to beneficially own 10,000 shares of common stock that are currently held in the name of his wife, Salima Gheewalla.

(7) Mrs. Salima Gheewalla may be deemed to beneficially own 10,000 shares of common stock that are currently held in the name of her husband, Salim Gheewalla.

(8) Mr. Amin Gheewalla may be deemed to beneficially own 10,000 shares of common stock that are currently held in the name of his wife, Neelam Damani.

(9) Mrs. Neelam Damani may be deemed to beneficially own 10,000 shares of common stock that are currently held in the name of her husband, Amin Gheewalla.

(10) Mr. Bhavesh Dayalji may be deemed to beneficially own 10,000 shares of common stock that are currently held in the name of his wife, Nisha Dayalji.

(11) Mrs. Nisha Dayalji may be deemed to beneficially own 10,000 shares of common stock that are currently held in the name of her husband, Bhavesh Dayalji.

Mr. Frank J. Hariton is the corporate counsel to our company and a promoter, he is deemed an affiliate.

Mr. Neville D'Silva is the husband of the President and CEO, Nazneen D'Silva

Ms. Nerissa D'Silva is the daughter of the President and CEO, Nazneen D'Silva

Mr. Kamrudin Gheewalla is the brother of the President and CEO, Nazneen D'Silva

Mr. Nooralla Gheewalla is the brother of the President and CEO, Nazneen D'Silva

Ms. Noorbibi Gheewalla is the sister of the President and CEO, Nazneen D'Silva

None of the Selling Stockholders are broker-dealers or affiliates of broker-dealers.

Nanzeen D'Silva our sole officer and director, and Mr. Frank J. Hariton, our corporate counsel and a promoter, are Selling Stockholders and will be considered to be statutory underwriters for purposes of this offering and the other selling shareholders may be deemed underwriters. Ms. D'Silva and Mr. Hariton intentions are to remain with us regardless of whether they sell all or a substantial portion of their stockholdings in us. Ms. D'Silva is nevertheless offering 8.5% of her shareholder interest, (850,000 shares out of her total holdings of 10,000,000 shares) in this offering, and Mr. Hariton is offering 100% of his shareholder interest (200,000 shares out of his holdings of 200,000 shares). In aggregate, 9.99% of all outstanding common shares are being offered by affiliates, since otherwise sales by Ms D'Silva and Mr. Hariton would each be restricted to 1% (or approximately 105,000 shares) of all outstanding shares every three months in accordance with Rule 144. As officers, control persons, or affiliates of Koffee Korner Inc. Ms. D'Silva and Mr. Hariton may not avail themselves of the provisions of Rule 144(k) which otherwise would permit a non-affiliate to sell an unlimited number of restricted shares provided that the one-year holding period requirement is met.

Selling Stockholders will sell at a fixed price of $0.10 per share until our common shares are quoted on the Over-The-Counter Bulletin Board or another quotation medium and thereafter at prevailing market prices, or privately negotiated prices, with the exception of our sole officer and a promoter, who are deemed to be underwriters and must offer their shares at a fixed price of $0.10 per share even if our shares are quoted on the OTCBB.

DETERMINATION OF OFFERING PRICE

There is no established public market for the common equity being registered. Our outstanding shares were most recently issued at $0.10 per share in February and March 2012. Accordingly, in determining the offering price, we selected $0.10 per share, which was the highest and most recent price at which we have issued our shares.

DIVIDEND POLICY

We have never paid a cash dividend on our common stock, and we do not anticipate paying cash dividends in the foreseeable future. Moreover, any future credit facilities might contain restrictions on our ability to declare and pay dividends on our common stock. We plan to retain all earnings, if any, for the foreseeable future for use in the operation of our business and to fund the pursuit of future growth. Future dividends, if any, will depend on, among other things, our results of operations, capital requirements and on such other factors as our Board of Directors, in its discretion, may consider relevant.

PLAN OF DISTRIBUTION

The selling stockholders may offer the shares at various times in one or more of the following transactions:

- on any market that might develop;
- in transactions other than market transactions;
- by pledge to secure debts or other obligations;
- Purchases by a broker-dealer as principal and resale by the broker-dealer for its account; or
- in a combination of any of the above.

Selling stockholders will sell at a fixed price of $0.10 per share until our common shares are quoted on the Over- the-Counter Bulletin Board and thereafter at prevailing market prices or privately negotiated prices, with the exception of our sole officer and a promoter, who are deemed to be underwriters and must offer their shares at a fixed price of $0.10 per share even if our shares are quoted on the OTCBB. In order to comply with the securities laws of certain states, if applicable, the shares may be sold only through registered or licensed brokers-dealers.

The selling stockholders may use broker-dealers to sell shares. If this happens, broker-dealers will either receive discounts or commissions from the selling stockholders, or they will receive commissions from purchasers of shares for whom they have acted as agents. To date, no discussions have been held or agreements reached with any broker-dealers. No broker–dealer participating in the distribution of the shares covered by this prospectus may charge commissions in excess of 8% on any sales made hereunder.

Our affiliates and/or promoters who are offering their shares for resale and any broker-dealers who act in connection with the sale of the shares hereunder will be deemed to be "underwriters" of this offering within the meaning of the Securities Act, and any commissions they receive and proceeds of any sale of the shares may be deemed to be underwriting discounts and commissions under the Securities Act.

Selling shareholders and any purchasers of our securities should be aware that any market that develops in our common stock will be subject to "penny stock" restrictions.

We will pay all expenses incident to the registration, offering and sale of the shares other than commissions or discounts of underwriters, broker-dealers or agents. We have also agreed to indemnify the selling stockholders against certain liabilities, including liabilities under the Securities Act.

This offering will terminate on the earlier of the:
a) date on which the shares are eligible for resale without restrictions pursuant to Rule 144 under the Securities Act, or
b) date on which all shares offered by this prospectus have been sold by the selling stockholders.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers and controlling persons, we have been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable.

If any of the selling shareholders enter into an agreement after the effectiveness of our registration statement to sell all or a portion of their shares in the Company to a broker-dealer as principal and the broker-dealer is acting as underwriter, we will file a post-effective amendment to its registration statement identifying the broker-dealer, providing the required information on the Plan of Distribution, revising disclosures in its registration statement as required and filing the agreement as an exhibit to its registration statement.

Until our shares of common stock qualify for inclusion in the NASDAQ system, if ever, the trading of our securities, if any, will be in the over-the-counter markets, which are commonly referred to as the OTCBB as maintained by FINRA. As a result, an investor may find it difficult to dispose of, or to obtain accurate quotations as to the price of, our securities.

SEC Rule 15g-9 (as most recently amended and effective September 12, 2005) establishes the definition of a "penny stock," for purposes relevant to us, as any equity security that has a market price of less than $5.00 per share or with an exercise price of less than $5.00 per share, subject to a limited number of exceptions. It is likely that our shares will be considered to be penny stocks for the immediate foreseeable future. For any transaction involving a penny stock, unless exempt, the penny stock rules require that a broker-dealer approve a person's account for transactions in penny stocks and the broker-dealer receive from the investor a written agreement to the transaction setting forth the identity and quantity of the penny stock to be purchased.

In order to approve a person's account for transactions in penny stocks, the broker-dealer must obtain financial information and investment experience and objectives of the person and make a reasonable determination that the transactions in penny stocks are suitable for that person and that person has sufficient knowledge and experience in financial matters to be capable of evaluating the risks of transactions in penny stocks.

The broker-dealer must also deliver, prior to any transaction in a penny stock, a disclosure schedule prepared by the SEC relating to the penny stock market, which, in highlight form, sets forth the basis on which the broker-dealer made the suitability determination, and that the broker-dealer received a signed, written agreement from the investor prior to the transaction.

Disclosure also has to be made about the risks of investing in penny stock in both public offerings and in secondary trading and commissions payable to both the broker-dealer and the registered representative, current quotations for the securities and the rights and remedies available to an investor in cases of fraud in penny stock transactions. Finally, monthly statements have to be sent disclosing recent price information for the penny stock held in the account and information on the limited market in penny stocks. The above-referenced requirements may create a lack of liquidity, making trading difficult or impossible, and accordingly, shareholders may find it difficult to dispose of our shares.

STATE SECURITIES – BLUE SKY LAWS

There is no public market for our common stock, and there can be no assurance that any market will develop in the foreseeable future. Transfer of our common stock may also be restricted under the securities or securities regulations laws promulgated by various states and foreign jurisdictions, commonly referred to as "Blue Sky" laws. Absent compliance with such individual state laws, our common stock may not be traded in such jurisdictions. Because the securities registered hereunder have not been registered for resale under the “Blue Sky” laws of any state, the holders of such shares and persons who desire to purchase them in any trading market that might develop in the future, should be aware that there may be significant state “Blue Sky” law restrictions upon the ability of investors to sell the securities and of purchasers to purchase the securities. Accordingly, investors may not be able to liquidate their investments and should be prepared to hold the common stock for an indefinite period of time.

Selling Security holders may contact us directly to ascertain procedures necessary for compliance with Blue Sky Laws in the applicable states relating to Sellers and/or Purchasers of our shares of common stock.

We intend to apply for listing in a nationally recognized securities manual which, once published, will provide us with "manual" exemptions in 33 states as indicated in CCH Blue Sky Law Desk Reference at Section 6301 entitled "Standard Manuals Exemptions."

Thirty-three states have what is commonly referred to as a "manual exemption" for secondary trading of securities such as those to be resold by selling stockholders under this registration statement. In these states, so long as we obtain and maintain a Standard and Poor's Corporate Manual or another acceptable manual, secondary trading of our common stock can occur without any filing, review or approval by state regulatory authorities in these states. These states are: Alaska, Arizona, Arkansas, Colorado, Connecticut, District of Columbia, Florida, Hawaii, Idaho, Indiana, Iowa, Kansas, Maine, Maryland, Massachusetts, Michigan, Mississippi, Missouri, Nebraska, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Rhode Island, South Carolina, Texas, Utah, Washington, West Virginia and Wyoming. We cannot secure this listing, and thus this qualification, until after our registration statement is declared effective. Once we secure this listing, secondary trading can occur in these states without further action.

We currently do not intend to and may not be able to qualify securities for resale in other states which require shares to be qualified before they can be resold by our shareholders.

LIMITATIONS IMPOSED BY REGULATION M

Under applicable rules and regulations under the Exchange Act, any person engaged in the distribution of the shares may not simultaneously engage in market making activities with respect to our common stock for a period of two business days prior to the commencement of such distribution. In addition and without limiting the foregoing, each selling stockholder will be subject to applicable provisions of the Exchange Act and the associated rules and regulations thereunder, including, without limitation, Regulation M, which provisions may limit the timing of purchases and sales of shares of our common stock by the selling stockholders. We will make copies of this prospectus available to the selling stockholders and have informed them of the need for delivery of copies of this prospectus to purchasers at or prior to the time of any sale of the shares offered hereby. We assume no obligation to deliver copies of this prospectus or any related prospectus supplement.

LEGAL PROCEEDINGS

We are not a party to any pending litigation and, to the best of our knowledge, none is threatened or anticipated.

DIRECTORS, EXECUTIVE OFFICERS PROMOTERS AND CONTROL PERSONS

Our directors, officers and significant employees are as follows:

Name	Age	Position
Nanzeen D'Silva	52	Chairman, President and CEO

Business Experience

Chairman, President and CEO

Nanzeen D'Silva has been our CEO and president since our formation. She has operated Koffee Korner as an independent coffee shop since its founding in 2003.She has been a restaurant manager since 1998 and holds a BA from Bombay University in accounting and marketing.

Due to her share ownership and positions as our sole officer and director, Nanzeen D'Silva cannot be considered an independent director.

EXECUTIVE COMPENSATION

SUMMARY COMPENSATION TABLE

The following table sets forth the cash and non-cash annual remuneration of the highest paid person who is officers and directors as a group during our last fiscal year:

Name of individual or identity of group	Capacities in which remuneration was received	Year	Salary	Bonus	Stock Awards	All Other Compensation	Aggregate remuneration
Nanzeen D'Silva	Chairman, President and CEO	2011	$6,657	$0	$0	$0	$0
		2010	$7,678	$0	$0	$0	$0

No compensation to Directors.

No director has received any cash or other compensation for serving as a director and we do not plan to pay any cash or other compensation to any person for serving as a director.

SECURITY OWNERSHIP OF MANAGEMENT AND CERTAIN SECURITY HOLDERS

The information in the following table sets forth the beneficial ownership of our shares of common stock as of the date of this prospectus, by: (i) the highest paid person who is our officers and directors (or in the alternative, each officer and director); (ii) all officers and directors as a group; (iii) each shareholder who beneficially owns more than 5% of any class of our securities, including those shares subject to outstanding options. A person deemed to be a beneficial owner of any securities that such a person has a right to acquire within 60 days.

Name and address of owner	Amount owned before the offering	Amount owned after the offering	Percent of Class After Offering
Nanzeen D'Silva 6560 Fannin Street – Suite 245 Houston, Texas 77030	10,000,000 shares	9,150,000 shares	87%
All officers and directors as a group (one (1) person)	10,000,000 shares	9,150,000 shares	87 %

CERTAIN TRANSACTIONS

Upon our formation, Nanzeen D'Silva acquired 10,000,000 shares of our common stock in exchange for all of the shares of Koffee Korners, Inc., a Texas corporation organized in 2003.

DESCRIPTION OF CAPITAL STOCK

Introduction

We were incorporated in Delaware on January 30, 2012 and are authorized to issue 100,000,000 shares of common stock and 5,000,000 shares of preferred stock.

Preferred Stock

We are authorized to issue 5,000,000 shares of preferred stock with designations, rights and preferences determined from time to time by our Board of Directors. No shares of preferred stock have been designated, issued or outstanding. Accordingly, our Board of Directors is empowered, without stockholder approval, to issue up to 5,000,000 shares of preferred stock with voting, liquidation, conversion, or other rights that could adversely affect the rights of the holders of the common stock. Although we have no present intention to issue any shares of preferred stock, there can be no assurance that we will not do so in the future.

Among other rights, our Board of Directors may determine, without further vote or action by our stockholders:

- the number of shares and the designation of the series;
- whether to pay dividends on the series and, if so, the dividend rate, whether dividends will be cumulative and, if so, from which date or dates, and the relative rights of priority of payment of dividends on shares of the series;
- whether the series will have voting rights in addition to the voting rights provided by law and, if so, the terms of the voting rights;
- whether the series will be convertible into or exchangeable for shares of any other class or series of stock and, if so, the terms and conditions of conversion or exchange;
- whether or not the shares of the series will be redeemable and, if so, the dates, terms and conditions of redemption and whether there will be a sinking fund for the redemption of that series and, if so, the terms and amount of the sinking fund; and
- the rights of the shares of the series in the event of our voluntary or involuntary liquidation, dissolution or winding up and the relative rights or priority, if any, of payment of shares of the series.

We presently do not have plans to issue any shares of preferred stock. However, preferred stock could be used to dilute a potential hostile acquirer. Accordingly, any future issuance of preferred stock or any rights to purchase preferred shares may have the effect of making it more difficult for a third party to acquire control of us. This may delay, defer or prevent a change of control in our Company or an unsolicited acquisition proposal. The issuance of preferred stock also could decrease the amount of earnings attributable to, and assets available for distribution to, the holders of our common stock and could adversely affect the rights and powers, including voting rights, of the holders of our common stock.

Common Stock

We are authorized to issue 100,000,000 shares of common stock. There are 10,530,000 shares of our common stock issued and outstanding as of the date of this prospectus which shares are held by 35 shareholders. The holders of our common stock:

- Have equal ratable rights to dividends from funds legally available for payment of dividends when, as and if declared by the Board of Directors;
- are entitled to share ratably in all of the assets available for distribution to holders of common stock upon liquidation, dissolution or winding up of our affairs;
- do not have preemptive, subscription or conversion rights, or redemption; and
- are entitled to one non-cumulative vote per share on all matters submitted to stockholders for a vote at any meeting of stockholders.

See also “Plan of Distribution” subsection entitled "Any market that develops in shares of our common stock will be subject to the penny stock restrictions which will make trading difficult or impossible" regarding negative implications of being classified as a "Penny Stock."

Authorized but Un-issued Capital Stock

Delaware law does not require stockholder approval for any issuance of authorized shares. However, the marketplace rules of the NASDAQ, which would apply only if our common stock were listed on the NASDAQ, require stockholder approval of certain issuances of common stock equal to or exceeding 20% of the then-outstanding voting power or then-outstanding number of shares of common stock, including in connection with a change of control of the Company, the acquisition of the stock or assets of another company or the sale or issuance of common stock below the book or market value price of such stock. These additional shares may be used for a variety of corporate purposes, including future public offerings to raise additional capital or to facilitate corporate acquisitions.

One of the effects of the existence of un-issued and unreserved common stock may be to enable our Board of Directors to issue shares to persons friendly to current management, which issuance could render more difficult or discourage an attempt to obtain control of our board by means of a merger, tender offer, proxy contest or otherwise, and thereby protect the continuity of our management and possibly deprive the stockholders of opportunities to sell their shares of our common stock at prices higher than prevailing market prices.

Delaware Anti-Takeover Law

We will be subject to the provisions of Section 203 of the Delaware General Corporation Law regulating corporate takeovers. This section prohibits, subject to exceptions, publicly-traded Delaware corporations from engaging in a business combination, which includes a merger or sale of more than 10% of the corporation's assets, with any interested stockholder. An interested stockholder is generally defined as a person who, with its affiliates and associates, owns or, within three years before the time of determination of interested stockholder status, owned 15% or more of a corporation's outstanding voting securities. This prohibition does not apply if: the transaction is approved by the Board of Directors before the time the interested stockholder attained that status; upon the closing of the transaction that resulted in the stockholder becoming an interest stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the start of the transaction; or at or after the time the stockholder became an interested stockholder, the business combination is approved by the board and authorized at an annual or special meeting of stockholders by at least two-thirds of the outstanding voting stock that is not owned by the interested stockholder.

A Delaware corporation may opt out of this provision with an express provision in its original certificate of incorporation or an express provision in its certificate of incorporation or bylaws resulting from an amendment approved by at least a majority of the outstanding voting shares. However, we have not opted out of this provision. This provision of the Delaware General Corporation Law could prohibit or delay a merger or other takeover or change-in-control attempts and may discourage attempts to acquire us.

Shareholder Matters

Certain provisions of Delaware law create rights that might be deemed material to our shareholders. Other provisions might delay or make more difficult acquisitions of our stock or changes in our control or might also have the effect of preventing changes in our management or might make it more difficult to accomplish transactions that some of our shareholders may believe to be in their best interests.

Dissenters' Rights

Among the rights granted under Delaware law which might be considered as material is the right for shareholders to dissent from certain corporate actions and obtain payment for their shares (see Delaware Revised Statutes ("DRS") 92A.380-390). This right is subject to exceptions, summarized below, and arises in the event of mergers or plans of exchange. This right normally applies if shareholder approval of the corporate action is required either by Delaware law or by the terms of the articles of incorporation.

A shareholder does not have the right to dissent with respect to any plan of merger or exchange, if the shares held by the shareholder are part of a class of shares which are:

* listed on a national securities exchange,
* included in the national market system by the National Association of Securities Dealers, or
* held of record by not less than 2,000 holders.

This exception notwithstanding, a shareholder will still have a right of dissent if it is provided for in the articles of incorporation (our certificate of incorporation does not so provide) or if the shareholders are required under the plan of merger or exchange to accept anything but cash or owner's interests, or a combination of the two, in the surviving or acquiring entity, or in any other entity falling in any of the three categories described above in this paragraph.

Inspection Rights

Delaware law also specifies that shareholders are to have the right to inspect company records. This right extends to any person who has been a shareholder of record for at least six months immediately preceding his demand. It also extends to any person holding, or authorized in writing by the holders of, at least 5% of our outstanding shares. Shareholders having this right are to be granted inspection rights upon five days' written notice. The records covered by this right include official copies of: the articles of incorporation, and all amendments thereto, bylaws and all amendments thereto; and a stock ledger or a duplicate stock ledger, revised annually, containing the names, alphabetically arranged, of all persons who are stockholders of the corporation, showing their places of residence, if known, and the number of shares held by them, respectively.

In lieu of the stock ledger or duplicate stock ledger, Delaware law provides that the corporation may keep a statement setting out the name of the custodian of the stock ledger or duplicate stock ledger, and the present and complete post office address, including street and number, if any, where the stock ledger or duplicate stock ledger specified in this section is kept.

Transfer Agent

The transfer agent for our common stock is Island Stock Transfer. Its telephone number is 727-289-0010.

MANAGEMENT'S DISCUSSION AND ANALYSIS OR PLAN OF OPERATION

Management's Discussion and Analysis contains statements that are forward-looking. These statements are based on current expectations and assumptions that are subject to risks and uncertainties. Actual results could differ materially because of factors discussed in "Factors That May Affect Future Results and Financial Condition."

OVERVIEW

Revenue Recognition

The Company follows paragraph 605-10-S99-1 of the FASB Accounting Standards Codification for revenue recognition. The Company recognizes revenue when it is realized or realizable and earned. The Company considers revenue realized or realizable and earned when all of the following criteria are met: (i) persuasive evidence of an arrangement exists, (ii) the product has been shipped or the services have been rendered to the customer, (iii) the sales price is fixed or determinable, and (iv) collectability is reasonably assured.

RESULTS OF OPERATIONS FOR THE FISCAL YEARS ENDED MARCH 31, 2012 AND 2011.

The following table sets forth for the periods indicated certain statement of operations data:

	For the Fiscal Year Ended March 31,	
	2012	2011
NET REVENUES	$ 72,692	$ 82,715
COST OF SALES	$ 26,816	$ 34,639
GROSS PROFIT	$ 45,876	$ 48,076
OPERATING EXPENSES	$ 55,611	$ 46,299
NET INCOME (LOSS)	$ (9,735)	$ 1,777
NET INCOME (LOSS) PER COMMON SHARE -BASIC AND DILUTED:	(0.00)	0.00

Segment information

We report information about operating segments, as well as disclosures about our services and geographic areas. Operating segments are defined as revenue-producing components of the enterprise, which are generally used internally for evaluating segment performance.

Our revenue base is derived from sales of coffee, other beverages and complementary food at our single retail location. We have concluded that we have only one reportable segment.

OPERATIONS

Net Revenues

A summary of revenue generated for the fiscal years ending March 31, 2012 and 2011 is as follows:

	Fiscal Year Ended March 31,	
	2012	2011
Net Revenue	$72,692	$82,715

Total revenue for the fiscal year ended March 31, 2012 was $72,692 compared to $82,715 for the year ended March 31, 2011. This represents a decrease of $10,023 from that of the fiscal year ended March 31, 2012, or 12.1%. This decrease is due to the many consumers that are still facing a challenging economic environment in the United States.

Cost of Sales

	Fiscal Year Ended March 31,	
	2012	2011
Cost of Sales	$26,816	$34,639
% of Revenue	36.9%	41.9%

Total cost of sales for fiscal year ended March 31, 2012 was $26,816 compared to $34,639 for the fiscal year ended March 31, 2011. This represents a decrease of $7,823 from that of the fiscal year ended March 31, 2012, or 22.6%. This decrease reflects a decrease in revenue due to our customers facing a challenging economic environment in the United States.

Gross Profit

	Fiscal Year Ended March 31,	
	2012	2011
Gross Profit	$45,876	$48,076
% of Revenue	63.1%	58.1%

Gross profit decreased by $2,200 for the fiscal year ended March 31, 2012 compared to the corresponding period in the prior year. The decrease was primarily due to consumers still facing a challenging economic environment in the United States.

Operating Expenses

	Fiscal Year Ended March 31,	
	2012	2011
Operating Expenses	$55,611	$46,299
% of Revenue	76.5%	56.0%

Operating Expenses for the fiscal year ended March 31, 2012 were $55,611 and $46,299 for the fiscal year ended March 31, 2011. This increase was due to increased professional costs such as accounting fees related to the preparation of our private placement documents and Registration Statement on Form S-1, auditing fees, attorney fees related to the preparation of offering documents and the Registration Statement on Form S-1.

Liquidity and Capital Resources

Since our inception, we have financed our operations through equity from our principal and funds generated by our business. As of March 31, 2012, we had approximately $27,417 in cash. We believe that cash on hand may not be adequate to satisfy our ongoing working capital needs for more than one year. During Fiscal Year 2013, our primary objectives in managing liquidity and cash flows will be to ensure financial flexibility to keep the Company operating and support growth.

Net Cash Provided by (Used in) Operating Activities. Net cash used in operating activities amounted to $(15,237) for the fiscal year ended March 31, 2012 compared to net cash used in operating activities of $(3,441) for the fiscal year ended March 31, 2011. This change is primarily due to a decrease in accounts receivable in the amount of $3,347, a decrease in accounts payable in the amount of $2,316, a decrease of payroll tax liabilities in the amount of $6,478, and an increase in prepayment in the amount of $20 and a decrease of sale tax payable in the amount of $62.
Net Cash Used by Investing Activities. None.

Net Cash Provided by (Used In) Financing Activities. Net cash provided by financing activities was $31,412 for the fiscal year ended March 31, 2012 compared to net cash received in financing activities of $0 for the fiscal year ended March 31, 2011. The increase in financing activities was primarily due to the private placement offering that took place in February 2012. A total of $33,020 was provided by the private placement.

Over the next twelve months we believe that our existing capital may not be sufficient to sustain our operations. Management plans to seek additional capital to fund operations, growth and expansion through additional equity, debt financing or credit facilities. We have had early stage discussions with investors about potential investment in our firm at a future date. No assurance can be made that such financing would be available, and if available it may take either the form of debt or equity. In either case, the financing could have a negative impact on our financial condition and our shareholders.

Off Balance Sheet Arrangements

None

Forward-Looking Statements

This prospectus contains forward-looking statements, which relate to future events or our future financial performance. In some cases, you can identify forward-looking statements by terminology such as "may", "should", "expects", "plans", "anticipates", "believes", "estimates", "predicts", "potential" or "continue" or the negative of these terms or other comparable terminology. These statements are only predictions and involve known and unknown risks, uncertainties and other factors, including the risks in the section entitled "Risk Factors," that may cause our or our industry's actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed or implied by these forward-looking statements

While these forward-looking statements, and any assumptions upon which they are based, are made in good faith and reflect our current judgment regarding the direction of our business, actual results will almost always vary, sometimes materially, from any estimates, predictions, projections, assumptions or other future performance suggested herein. Except as required by applicable law, including the securities laws of the United States, we do not intend to update any of the forward-looking statements to conform these statements to actual results.

INFLATION

Inflation can be expected to have an impact on our operating costs. A prolonged period of inflation could cause interest rates, wages and other costs to increase which would adversely affect our results of operations unless event planning rates could be increased correspondingly. However, the effect of inflation has been minimal over the past two years.

FACTORS THAT MAY AFFECT FUTURE RESULTS AND FINANCIAL CONDITION

Our future operating results and financial condition are dependent on our ability to successfully provide beverages that meet the needs of our local market. Inherent in this process are a number of factors that we must successfully manage in order to achieve favorable future operating results and financial condition. Potential risks and uncertainties that could affect future operating results and financial condition include, without limitation, the factors discussed below.

OUR BUSINESS

KOFFEE KORNER INC. (“Koffee Korner”, “we”, “us” or the “Company”) was initially formed as a Texas Corporation in July 2003 and became a Delaware corporation in January 2012.

Koffee Korner is a single location roaster and retailer of specialty coffee. Koffee Korner purchases and roasts high-quality whole bean coffees and sells them, along with fresh, rich-brewed coffees, Italian-style espresso beverages, cold blended beverages, and a variety of complementary food items, a selection of premium teas, and beverage-related accessories and equipment, primarily through our retail location in Houston.

The Company’s objective is to maintain the high quality of its product and to obtain the resources to open additional locations in the Houston, Texas metropolitan area. Our niche is to open retail coffee stores in high rise buildings in metropolitan areas catering to the tenants and customers of the building. Management estimates that the cost of establishing additional retail locations will be approximately $250,000 per location. We have no commitments for any financing and cannot assure you that we will realize this goal.

Our Coffee

Only high quality coffee beans can produce the flavor and richness of Koffee Korner's coffee. With our reputation that has been built over the last 9 years, we have gained access to some of the highest quality coffee beans from the finest estates and growing regions around the world. We have built long term relationships with growers and brokers to ensure a steady supply of coffee beans. Coffee is an agricultural crop that undergoes price fluctuation and quality differences depending on weather, economic and political conditions in coffee producing countries. As a result, in addition to the above factors, the price, quality and availability of coffee beans also depend on our relationships with coffee brokers, exporters and growers. We focus on offering our customers high-quality gourmet coffee and espresso-based beverages, and also offer specialty teas, baked goods, whole bean coffee and related products. We focus on creating a unique experience for our customers through the combination of our high-quality products, a coffeehouse environment and customer service. To maintain product quality, we source the highest grades of coffee beans and roast beans in small batches to achieve optimal flavor profiles. Our coffeehouse environment is driven by our location in a high rise building, which provides an inviting and comfortable atmosphere for customers who wish to gather and relax while also providing convenience for take-out customers focused on quick service. Our coffeehouse staff provides consistent and personal service in a clean, smoke-free environment. Our strict monitoring of our entire brewing processes ensures that our coffeehouse offer only fresh coffee at its peak flavor to meet our customers' preferences and expectations.

Coffee Beans

Coffee is an agricultural crop that undergoes quality changes depending on weather in coffee-producing countries. In addition, coffee is a trade commodity and, in general, its price can fluctuate depending on: weather patterns in coffee-producing countries; economic and political conditions affecting coffee-producing countries; foreign currency fluctuations; the ability of coffee-producing countries to agree to export quotas; and general economic conditions that make commodities more or less attractive investment options. Our access to high-quality coffee beans depends on our relationships with coffee brokers, exporters and growers, with whom we have built long-term relationships to ensure a steady supply of coffee beans. We believe that, as a result of our reputation that has been built over 9 years, we have access to some of the highest-quality coffee beans from the finest estates and growing regions around the world.

Our Roasting Method

We roast our beans on site according to practices developed by Ms. D'Silva and further honed by our talented and skilled roasting personnel. We roast by hand in small batches, and we rely on the skills and training of each roaster to maximize the flavor and potential in our beans. We consider our roasting methods essential to the flavor and richness of our coffee. If our competitors copy our roasting methods, the value of our brand may be diminished, and we may lose customers to our competitors. In addition, competitors may be able to develop roasting methods that are more advanced than our roasting methods, which may also harm our competitive position.

Tea and Food

We offer a line of hand-selected whole leaf and bagged tea. Our quality standards for tea are very high. We purchase tea directly from importers and brokers and store and pack the tea at our Houston restaurant. We offer a limited line of specialty food items, such as high-quality baked goods, chocolates, and other snacks. These products are carefully selected for quality and uniqueness.

Competitive Positioning: Business Competition

The specialty coffee category is highly competitive and fragmented among various distribution channels. Starbucks is the largest competitor in the category. The major distribution channels are coffeehouses such as us and grocery stores. The specialty coffee category generates most of its sales from coffeehouses that currently number over 22,000 in the United States. In addition, coffee is sold by coffee roasters like Starbucks and Peet's to grocery stores, foodservice operators, offices, and direct to consumers through websites and mail order and other places where coffee is consumed or purchased for home consumption.

In the coffeehouse business, chains like Starbucks and Peet's are our primary competition, but we also compete with small single-unit independently owned coffeehouses and regional or local chains such as Coffee Bean & Tea Leaf and Tully's. In addition, consumers may purchase prepared coffee beverages at locations such as convenience stores, bakeries and restaurants.

Over the last several years, the coffee industry has seen two trends that could have a significant impact on the future of the industry and our performance. The first is the "mainstreaming" of specialty coffee as consumers have been upgrading their coffee purchases to higher quality coffee. Over the last decade, specialty coffee has grown rapidly and has driven most of the growth in the coffee category. The second trend is the emergence of coffee makers intended to brew a single cup at a time. The single cup coffee market is still in its early stages, but is growing rapidly. The United States single cup market is currently dominated by GMCR with its cartridge-based Keurig® K-Cup® brewing system. Starbucks and GMCR announced in March 2011 that Starbucks is the "exclusive, licensed super-premium coffee brand produced by GMCR for the Keurig Single-Cup brewing system." There are also several other large, well funded participants with cartridge or pod-based systems competing in this market including Nestle (Nespresso and Dolce Gusto), Kraft (Tassimo), and Mars (Flavia). These trends could impact our future prospects positively and negatively depending on how we are positioned to compete relative to these two trends. Currently, most, but not all, single cup cartridge- or pod-based brewing systems are proprietary and would require us to come to an agreement with the owner of the brewing system to have our branded coffee and tea available in cartridges that work in the brewers. This could positively or negatively impact us depending on whether or not we make an agreement to participate in a proprietary single cup system and, if we do, how well that single cup system performs in the marketplace.

We believe that our customers choose among specialty coffee brands based on the total value proposition that includes quality, variety, convenience, personal taste preference, and price. We believe that our market share in the specialty category in all channels is driven by the quality of our product, which is based on a differentiated position built on our bean selectivity, freshness standards and artisan-roasting style. Because of the fragmented nature of the specialty coffee market, we cannot accurately estimate our market share even in the Houston metropolitan area.

Employees

As of March 31, 2012, we employed 3 people at our retail location. We consider our relationship with our employees to be good.

Government Regulation

Our coffee shop is subject to various governmental laws, regulations, and licenses relating to customs, health and safety, building and land use, and environmental protection. Our roasting facility is subject to state and local air-quality and emissions regulations. If we encounter difficulties in obtaining any necessary licenses or complying with these laws and regulations, then:

- The opening of new retail locations could be delayed;
- The operation of existing retail location could be interrupted; or
- Our product offerings could be limited.

We believe that we are in compliance in all material respects with all such laws and regulations and that we have obtained all material licenses that are required for the operation of our business. We are not aware of any environmental regulations that have or that we believe will have a material adverse effect on our operations.

Our Retail Location

A coffee house located in the Houston, Texas. Koffee Korner offers the freshest specialty grade and fair trade coffees roasted on location. Patrons can enjoy variations of coffee imported from around the world in a myriad of preparations along with their pastry of choice. Koffee Korner provides a comfortable lounge area and offers free WiFi to paying customers.

We're located at…

Koffee Korner Inc.
6560 Fannin St., Suite 245
Houston, TX 77030-2728
(713) 795-0011

Hours: Monday-Friday: 6:00AM – 5:00PM

Lease

The company leases 638 square feet at a rental of $1,089.92 per month through February 29, 2013. While the premises are adequate for our current needs, we believe we can find additional locations in the general area of our current operations should the need arise.

Possible Future Operations

We are seeking to become a publically traded company because management believes that it will allow us to raise financing to open additional locations in the Houston Metropolitan Area. We believe the costs of each location inclusive of lease, lease improvements, equipment, inventory and design will be approximately $250,000. We hope to open three additional locations in the next 24 months, but we have no commitment for the required financing and cannot assure that it will be achieved or, if achieved, that it will not be on terms that are unfavorable to our present shareholders. In the future, we may also consider developing grocery lines and franchising, but we do not anticipate engaging in these activities for at least two years.

LEGAL MATTERS

The validity of the issuance of the shares of common stock offered hereby will be passed upon for us by Frank J. Hariton, Esq., 1065 Dobbs Ferry Road, White Plains, New York 10607. Frank J. Hariton, Esq. owns 200,000 shares of our common stock.

EXPERTS

The financial statements of KOFFEE KORNER INC. as of March 31, 2012 and 2011 included in this prospectus have been audited by Li & Company, PC, an independent registered public accounting firm, and have been so included in reliance upon the report of Li & Company, PC, given on the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the Securities and Exchange Commission a registration statement on Form S-1, including exhibits, schedules and amendments, under the Securities Act with respect to the shares of common stock to be sold in this offering. This prospectus does not contain all the information included in the registration statement. For further information about us and the shares of our common stock to be sold in this offering, please refer to this registration statement.

As of the date of this prospectus, we became subject to the informational requirements of the Securities Exchange Act of 1934, as amended. Accordingly, we will file annual, quarterly and special reports, proxy statements and other information with the SEC. You may read and copy any document we file at the SEC's public reference room at 100 F Street, N. E., Washington, D.C. 20549. You should call the SEC at 1-800-SEC-0330 for further information on the public reference rooms. Our SEC filings will also be available to the public at the SEC's web site at "http:/www.sec.gov."

You may request, and we will voluntarily provide, a copy of our filings, including our annual report which will contain audited financial statements, at no cost to you, by writing or telephoning us at the following address:

KOFFEE KORNER INC.
6560 Fannin Street – Suite 245
Houston, Texas 77030
713-795-0011
www.KoffeeKornerInc.com

Dealer Prospectus Delivery Obligation

Until _____ (90 days after the date of this prospectus), all dealers that effect transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

The selling stockholders are offering and selling shares of our common stock only to those persons and in those jurisdictions where these offers and sales are permitted.

You should rely only on the information contained in this prospectus, as amended and supplemented from time to time. We have not authorized anyone to provide you with information that is different from that contained in this prospectus. If anyone provides you with different or inconsistent information, you should not rely on it. The information in this prospectus is complete and accurate only as of the date of the front cover regardless of the time of delivery or of any sale of shares. Neither the delivery of this prospectus nor any sale made hereunder shall under any circumstances create an implication that there has not been a change in our affairs since the date hereof.

This prospectus has been prepared based on information provided by us and by other sources that we believe are reliable. This prospectus summarizes information and documents in a manner we believe to be accurate, but we refer you to the actual documents or the agreements we entered into for additional information of what we discuss in this prospectus.

Koffee Korner Inc.
March 31, 2012 and 2011
Index to the Consolidated Financial Statements

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Board of Directors and Stockholders of
Koffee Korner Inc.
Houston, Texas

We have audited the accompanying consolidated balance sheets of Koffee Korner Inc. (the "Company") as of March 31, 2012 and 2011 and the related consolidated statements of operations, stockholders' equity and cash flows for the fiscal years then ended. 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. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audit included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. 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 audit provides a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of March 31, 2012 and 2011 and the results of its operations and its cash flows for the fiscal years then ended in conformity with accounting principles generally accepted in the United States of America.

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 3 to the consolidated financial statements, the Company had an accumulated deficit at March 31, 2012 and had a net loss and net cash used in operating activities for the fiscal year then ended. These factors raise substantial doubt about the Company's ability to continue as a going concern. Management's plans in regards to these matters are also described in Note 3. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/Li & Company, PC
Li & Company, PC

Skillman, New Jersey
May 25, 2012

Koffee Korner Inc.

Consolidated Balance Sheets

	March 31, 2012	March 31, 2011
ASSETS		
CURRENT ASSETS:		
Cash	$ 22,419	$ 6,244
Accounts receivable	3,809	7,183
Prepayments and other current assets	1,189	1,169
Total Current Assets	27,417	14,596
GOODWILL	30,000	30,000
SECURITY DEPOSITS	1,706	1,706
Total Assets	$ 59,123	$ 46,302
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable	$ 1,686	$ 4,002
Payroll liabilities	677	7,155
Sales tax payable	503	565
Total Current Liabilities	2,866	11,722
STOCKHOLDERS' EQUITY:		
S corp. stockholder's capital	-	16,855
Preferred stock at $0.0001 par value: 5,000,000 shares authorized; none issued or outstanding	-	-
Common stock at $0.0001 par value: 100,000,000 shares authorized, 10,530,000 and 10,000,000 shares issued and outstanding, respectively	1,053	1,000
Additional paid-in capital	68,240	(1,000)
Retained earnings (deficit)	(13,036)	17,725
Total Stockholders' Equity	56,257	34,580
Total Liabilities and Stockholders' Equity	$ 59,123	$ 46,302

See accompanying notes to the consolidated financial statements

Koffee Korner Inc.

Consolidated Statements of Operations

	For the Fiscal Year Ended March 31, 2012	For the Fiscal Year Ended March 31, 2011
NET SALES	$ 72,692	$ 82,715
COST OF SALES	26,816	34,639
GROSS PROFIT	45,876	48,076
OPERATING EXPENSES:		
Payroll expenses	15,731	15,640
Professional fees	13,318	825
Rent expense	19,216	20,648
General and administrative expenses	7,346	9,186
Total operating expenses	55,611	46,299
INCOME (LOSS) BEFORE INCOME TAXES	(9,735)	1,777
INCOME TAXES	-	-
NET INCOME (LOSS)	$ (9,735)	$ 1,777
Pro Forma Financial Information:		
Income (Loss) Before Income Taxes	(9,735)	1,777
Pro Forma Income Tax Provision	-	(604)
Pro Forma Net Income (Loss)	$ (9,735)	$ 1,173
NET LOSS PER COMMON SHARE		
- BASIC AND DILUTED:	$ (0.00)	$ 0.00
Weighted average common shares outstanding		
- basic and diluted	10,065,062	10,000,000

See accompanying notes to the consolidated financial statements

Koffee Korner Inc.

Consolidated Statement of Stockholders' Equity
For the Fiscal Years Ended March 31, 2012 and 2011

	S Corp. Stockholder's Contributed Capital	Common Stock, $0.0001 Par Value Number of Shares	Amount	Additional Paid-in Capital	Retained Earnings (Deficit)	Total Stockholders' Equity
Balance, March 31, 2010	$ 16,855	-	$ -	$ -	$ 15,948	$ 32,803
Common shares issued to the sole stockholder of the S Corp upon formation of the Company as if the Company had its capital structure as of the first date of the first period presented		10,000,000	1,000	(1,000)		-
Net income					1,777	1,777
Balance, March 31, 2011	16,855	10,000,000	1,000	(1,000)	17,725	34,580
Distribution of S corp. stockholder contributed capital	(1,608)					(1,608)
Reclassification of S Corp stockholder's capital as additional paid-in capital	(15,247)			15,247		-
Net income for the period from April 1, 2011 through January 30, 2012					3,301	3,301
Reclassification of undistributed earnings and losses as of January 30, 2012				21,026	(21,026)	-
Issuance of common shares for cash at par		200,000	20			20
Issuance of common shares for cash at $0.10 per share from February 22, 2012 through February 29, 2012		330,000	33	32,967		33,000
Net loss					(13,036)	(13,036)
Balance, March 31, 2012	$ -	10,530,000	$ 1,053	$ 68,240	$ (13,036)	$ 56,257

See accompanying notes to the consolidated financial statements

Koffee Korner Inc.

Consolidated Statements of Cash Flows

	For the Fiscal Year Ended March 31, 2012	For the Fiscal Year Ended March 31, 2011
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income (loss)	$ (9,735)	$ 1,777
Adjustments to reconcile net income (loss) to net cash used in operating activities		
Changes in operating assets and liabilities:		
Accounts receivable	3,374	(5,192)
Prepayments and other current assets	(20)	
Accounts payable	(2,316)	-
Payroll liabilities	(6,478)	98
Sales tax payable	(62)	(62)
NET CASH USED IN OPERATING ACTIVITIES	(15,237)	(3,379)
CASH FLOWS FROM FINANCING ACTIVITIES:		
S Corp. stockholder's capital distribution	(1,608)	-
Proceeds from sale of common stock	33,020	-
NET CASH PROVIDED BY FINANCING ACTIVITIES	31,412	-
NET CHANGE IN CASH	16,175	(3,379)
Cash at beginning of year	6,244	9,623
Cash at end of year	$ 22,419	$ 6,244
SUPPLEMENTAL DISCLOSURE OF CASH FLOWS INFORMATION:		
Interest paid	$ -	$ -
Income tax paid	$ -	$ -

See accompanying notes to the consolidated financial statements

Note 1 - Organization and Operations

Koffee Korner's Inc. (Texas)

Koffee Korner's Inc. ("Koffee Korner's Texas" or "Predecessor") was incorporated on July 7, 2003 under the laws of the State of Texas. Koffee Korner's Texas purchases and roasts high-quality whole bean coffees that it sells, along with handcrafted coffee and tea beverages and a variety of fresh food items, through its retail store in Houston, Texas.

Koffee Korner Inc. (Delaware)

Koffee Korner Inc. ("Koffee Korner Delaware" or the "Company") was incorporated on January 30, 2012 under the laws of the State of Delaware for the sole purpose of acquiring all of the issued and outstanding capital of Koffee Korner's Texas. Upon formation, the Company issued an aggregate of 10,000,000 shares of the newly formed corporation's common stock to the sole stockholder of Koffee Korner's Texas for all of the issued and outstanding capital of Koffee Korner's Texas. No value was given to the stock issued by the newly formed corporation. Therefore, the shares were recorded to reflect the $.0001 par value and paid in capital was recorded as a negative amount of ($1,000). The acquisition process utilizes the capital structure of the Company and the assets and liabilities of Koffee Korner's Texas, which are recorded at historical cost.

The Company applied paragraph 505-10-S99-3 of the FASB Accounting Standards Codification (formerly Topic 4B of the Staff Accounting Bulletins ("SAB")("SAB Topic 4B")) issued by the U.S. Securities and Exchange Commission (the "SEC"), by reclassifying the Koffee Korner's Texas's capital account of $15,247 and undistributed earnings $21,026 as of January 30, 2012 to additional paid-in capital.

The accompanying consolidated financial statements have been prepared as if the Company had its corporate capital structure as of the first date of the first period presented.

Note 2 - Summary of Significant Accounting Policies

Basis of Presentation

The Company's financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP").

Principles of Consolidation

The consolidated financial statements include all accounts of the Company as of March 31, 2012 and for the period from January 30, 2012 (inception) through March 31, 2012 and all accounts of Koffee Korner's Texas as of March 31, 2012 and 2011 and for the fiscal years then ended.

All inter-company balances and transactions have been eliminated.

Use of Estimates and Assumptions

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements as well as the reported amount of revenues and expenses during the reporting period.

The Company's significant estimates and assumptions include the fair value of financial instruments; revenue recognized or recognizable; income tax rate, income tax provision, deferred tax assets and valuation allowance of deferred tax assets; and the assumption that the Company will be a going concern. Those significant accounting estimates or assumptions bear the risk of change due to the fact that there are uncertainties attached to those estimates or assumptions, and certain estimates or assumptions are difficult to measure or value.

Management bases its estimates on historical experience and on various assumptions that are believed to be reasonable in relation to the financial statements taken as a whole under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources.

Management regularly evaluates the key factors and assumptions used to develop the estimates utilizing currently available information, changes in facts and circumstances, historical experience and reasonable assumptions. After such evaluations, if deemed appropriate, those estimates are adjusted accordingly.

Actual results could differ from those estimates.

Fair Value of Financial Instruments

The Company follows paragraph 825-10-50-10 of the FASB Accounting Standards Codification for disclosures about fair value of its financial instruments and paragraph 820-10-35-37 of the FASB Accounting Standards Codification ("Paragraph 820-10-35-37") to measure the fair value of its financial instruments. Paragraph 820-10-35-37 establishes a framework for measuring fair value in generally accepted accounting principles (GAAP), and expands disclosures about fair value measurements. To increase consistency and comparability in fair value measurements and related disclosures, Paragraph 820-10-35-37 establishes a fair value hierarchy which prioritizes the inputs to valuation techniques used to measure fair value into three (3) broad levels. The fair value hierarchy gives the highest priority to quoted prices (unadjusted) in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. The three (3) levels of fair value hierarchy defined by Paragraph 820-10-35-37 are described below:

Level 1	Quoted market prices available in active markets for identical assets or liabilities as of the reporting date.
Level 2	Pricing inputs other than quoted prices in active markets included in Level 1, which are either directly or indirectly observable as of the reporting date.
Level 3	Pricing inputs that are generally observable inputs and not corroborated by market data.

Financial assets are considered Level 3 when their fair values are determined using pricing models, discounted cash flow methodologies or similar techniques and at least one significant model assumption or input is unobservable.

The fair value hierarchy gives the highest priority to quoted prices (unadjusted) in active markets for identical assets or liabilities and the lowest priority to unobservable inputs. If the inputs used to measure the financial assets and liabilities fall within more than one level described above, the categorization is based on the lowest level input that is significant to the fair value measurement of the instrument.

The carrying amounts of the Company's financial assets and liabilities, such as cash, accounts receivable, prepayments and other current assets, accounts payable, payroll liabilities and sales tax payable, approximate their fair values because of the short maturity of these instruments.

Transactions involving related parties cannot be presumed to be carried out on an arm's-length basis, as the requisite conditions of competitive, free-market dealings may not exist. Representations about transactions with related parties, if made, shall not imply that the related party transactions were consummated on terms equivalent to those that prevail in arm's-length transactions unless such representations can be substantiated.

It is not, however, practical to determine the fair value of advances from stockholder due to their related party nature.

Carrying Value, Recoverability and Impairment of Long-Lived Assets

The Company follows paragraph 360-10-05-4 of the FASB Accounting Standards Codification for its long-lived assets. The Company's long-lived assets, which includes goodwill is reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of the asset may not be recoverable.

The Company assesses the recoverability of its long-lived assets by comparing the projected undiscounted net cash flows associated with the related long-lived asset or group of long-lived assets over their remaining estimated useful lives against their respective carrying amounts. Impairment, if any, is based on the excess of the carrying amount over the fair value of those assets. Fair value is generally determined using the asset's expected future discounted cash flows or market value, if readily determinable. If long-lived assets are determined to be recoverable, but the newly determined remaining estimated useful lives are shorter than originally estimated, the net book values of the long-lived assets are depreciated over the newly determined remaining estimated useful lives.

The Company considers the following to be some examples of important indicators that may trigger an impairment review: (i) significant under-performance or losses of assets relative to expected historical or projected future operating results; (ii) significant changes in the manner or use of assets or in the Company's overall strategy with respect to the manner or use of the acquired assets or changes in the Company's overall business strategy; (iii) significant negative industry or economic trends; (iv) increased competitive pressures; (v) a significant decline in the Company's stock price for a sustained period of time; and (vi) regulatory changes. The Company evaluates acquired assets for potential impairment indicators at least annually and more frequently upon the occurrence of such events.

The key assumptions used in management's estimates of projected cash flow deal largely with forecasts of sales levels, gross margins, and operating costs of the manufacturing facilities. These forecasts are typically based on historical trends and take into account recent developments as well as management's plans and intentions. Any difficulty in manufacturing or sourcing raw materials on a cost effective basis would significantly impact the projected future cash flows of the Company's manufacturing facilities and potentially lead to an impairment charge for long-lived assets. Other factors, such as increased competition or a decrease in the desirability of the Company's products, could lead to lower projected sales levels, which would adversely impact cash flows. A significant change in cash flows in the future could result in an impairment of long lived assets.

The impairment charges, if any, is included in operating expenses in the accompanying consolidated statements of operations.

Fiscal Year-End

The Company elected March 31st as its fiscal year-end date.

Cash Equivalents

The Company considers all highly liquid investments with maturities of three months or less at the time of purchase to be cash equivalents.

Accounts Receivable and Allowance for Doubtful Accounts

Accounts receivable are recorded at the invoiced amount, net of an allowance for doubtful accounts. The Company follows paragraph 310-10-50-9 of the FASB Accounting Standards Codification to estimate the allowance for doubtful accounts. The Company performs on-going credit evaluations of its customers and adjusts credit limits based upon payment history and the customer's current credit worthiness, as determined by the review of their current credit information; and determines the allowance for doubtful accounts based on historical write-off experience, customer specific facts and economic conditions.

Outstanding account balances are reviewed individually for collectability. The allowance for doubtful accounts is the Company's best estimate of the amount of probable credit losses in the Company's existing accounts receivable. Bad debt expense is included in general and administrative expenses, if any. Pursuant to paragraph 310-10-50-2 of the FASB Accounting Standards Codification account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote. The Company has adopted paragraph 310-10-50-6 of the FASB Accounting Standards Codification and determine when receivables are past due or delinquent based on how recently payments have been received.

There was no allowance for doubtful accounts at March 31, 2012 or 2011.

The Company does not have any off-balance-sheet credit exposure to its customers.

Goodwill

Goodwill represents the excess of the cost of an acquired entity over the fair value of the net assets at the date of acquisition. Under paragraph 350-20-35-1 of the FASB Accounting Standards Codification, goodwill acquired in a business combination with indefinite useful lives are not amortized; rather, goodwill is tested for impairment annually or more frequently if events or changes in circumstances indicate the asset might be impaired.

Leases

Lease agreements are evaluated to determine whether they are capital leases or operating leases in accordance with paragraph 840-10-25-1 of the FASB Accounting Standards Codification ("Paragraph 840-10-25-1"). When substantially all of the risks and benefits of property ownership have been transferred to the Company, as determined by the test criteria in Paragraph 840-10-25-1, the lease then qualifies as a capital lease. Capital lease assets are depreciated on a straight line method, over the capital lease assets estimated useful lives consistent with the Company's normal depreciation policy for tangible fixed assets. Interest charges are expensed over the period of the lease in relation to the carrying value of the capital lease obligation.

Rent expense for operating leases, which may include free rent or fixed escalation amounts in addition to minimum lease payments, is recognized on a straight-line basis over the duration of each lease term.

Related Parties

The Company follows subtopic 850-10 of the FASB Accounting Standards Codification for the identification of related parties and disclosure of related party transactions.

Pursuant to Section 850-10-20 the related parties include a. affiliates of the Company; b. entities for which investments in their equity securities would be required, absent the election of the fair value option under the Fair Value Option Subsection of Section 825–10–15, to be accounted for by the equity method by the investing entity; c. trusts for the benefit of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management; d.principal owners of the Company; e. management of the Company; f. other parties with which the Company may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting parties might be prevented from fully pursuing its own separate interests; and g. other parties that can significantly influence the management or operating policies of the transacting parties or that have an ownership interest in one of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

The financial statements shall include disclosures of material related party transactions, other than compensation arrangements, expense allowances, and other similar items in the ordinary course of business. However, disclosure of transactions that are eliminated in the preparation of consolidated or combined financial statements is not required in those statements. The disclosures shall include: a. the nature of the relationship(s) involved; b. a description of the transactions, including transactions to which no amounts or nominal amounts were ascribed, for each of the periods for which income statements are presented, and such other information deemed necessary to an understanding of the effects of the transactions on the financial statements; c. the dollar amounts of transactions for each of the periods for which income statements are presented and the effects of any change in the method of establishing the terms from that used in the preceding period; and d. mounts due from or to related parties as of the date of each balance sheet presented and, if not otherwise apparent, the terms and manner of settlement.

Commitment and Contingencies

The Company follows subtopic 450-20 of the FASB Accounting Standards Codification to report accounting for contingencies. Certain conditions may exist as of the date the consolidated financial statements are issued, which may result in a loss to the Company but which will only be resolved when one or more future events occur or fail to occur. The Company assesses such contingent liabilities, and such assessment inherently involves an exercise of judgment. In assessing loss contingencies related to legal proceedings that are pending against the Company or unasserted claims that may result in such proceedings, the Company evaluates the perceived merits of any legal proceedings or unasserted claims as well as the perceived merits of the amount of relief sought or expected to be sought therein.

If the assessment of a contingency indicates that it is probable that a material loss has been incurred and the amount of the liability can be estimated, then the estimated liability would be accrued in the Company's consolidated financial statements. If the assessment indicates that a potential material loss contingency is not probable but is reasonably possible, or is probable but cannot be estimated, then the nature of the contingent liability, and an estimate of the range of possible losses, if determinable and material, would be disclosed.

Loss contingencies considered remote are generally not disclosed unless they involve guarantees, in which case the guarantees would be disclosed. Management does not believe, based upon information available at this time, that these matters will have a material adverse effect on the Company's consolidated financial position, results of operations or cash flows. However, there is no assurance that such matters will not materially and adversely affect the Company's business, financial position, and results of operations or cash flows.

Revenue Recognition

The Company follows paragraph 605-10-S99-1 of the FASB Accounting Standards Codification for revenue recognition. The Company recognizes revenue when it is realized or realizable and earned. The Company considers revenue realized or realizable and earned when all of the following criteria are met: (i) persuasive evidence of an arrangement exists, (ii) the product has been shipped or the services have been rendered to the customer, (iii) the sales price is fixed or determinable, and (iv) collectability is reasonably assured.

Income Tax Provision

The Company was a Subchapter S corporation, until January 30, 2012 during which time the Company was treated as a pass through entity for federal income tax purposes. Under Subchapter S of the Internal Revenue Code stockholders of an S corporation are taxed separately on their distributive share of the S corporation's income whether or not that income is actually distribute.

Effective January 30, 2012, the Company accounts for income taxes under Section 740-10-30 of the FASB Accounting Standards Codification. Deferred income tax assets and liabilities are determined based upon differences between the financial reporting and tax bases of assets and liabilities and are measured using the enacted tax rates and laws that will be in effect when the differences are expected to reverse. Deferred tax assets are reduced by a valuation allowance to the extent management concludes it is more likely than not that the assets will not be realized. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in the statements of operations in the period that includes the enactment date.

The Company adopted section 740-10-25 of the FASB Accounting Standards Codification ("Section 740-10-25"). Section 740-10-25 addresses the determination of whether tax benefits claimed or expected to be claimed on a tax return should be recorded in the financial statements. Under Section 740-10-25, the Company may recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by the taxing authorities, based on the technical merits of the position. The tax benefits recognized in the financial statements from such a position should be measured based on the largest benefit that has a greater than fifty percent (50%) likelihood of being realized upon ultimate settlement. Section 740-10-25 also provides guidance on de-recognition, classification, interest and penalties on income taxes, accounting in interim periods and requires increased disclosures.

The estimated future tax effects of temporary differences between the tax basis of assets and liabilities are reported in the accompanying consolidated balance sheets, as well as tax credit carry-backs and carry-forwards. The Company periodically reviews the recoverability of deferred tax assets recorded on its consolidated balance sheets and provides valuation allowances as management deems necessary.

Management makes judgments as to the interpretation of the tax laws that might be challenged upon an audit and cause changes to previous estimates of tax liability. In addition, the Company operates within multiple taxing jurisdictions and is subject to audit in these jurisdictions. In management's opinion, adequate provisions for income taxes have been made for all years. If actual taxable income by tax jurisdiction varies from estimates, additional allowances or reversals of reserves may be necessary.

Uncertain Tax Positions

The Company did not take any uncertain tax positions and had no adjustments to its income tax liabilities or benefits pursuant to the provisions of Section 740-10-25 for the fiscal year ended March 31, 2012 or 2011.

Pro Forma Income Tax Information (Unaudited)

Prior to January 30, 2012, the date of recapitalization, the Company was a Subchapter S corporation. The operating results of Koffee Korner's Texas prior to January 30, 2012 were included in the income tax returns of the sole stockholder of a Subchapter S corporation for income tax purposes. The unaudited pro forma income tax rate, income tax provision, deferred tax assets, and the valuation allowance of deferred tax assets included in the accompanying consolidated statements of operations and the income tax provision note reflect the provision for income tax which would have been recorded as if Koffee Korner's Texas had been incorporated as a C Corporation as of the beginning of the first date presented.

Net Income (Loss) per Common Share

Net income (loss) per common share is computed pursuant to section 260-10-45 of the FASB Accounting Standards Codification. Basic net income (loss) per common share is computed by dividing net income (loss) by the weighted average number of shares of common stock outstanding during the period. Diluted net income (loss) per common share is computed by dividing net income (loss) by the weighted average number of shares of common stock and potentially dilutive outstanding shares of common stock during the period to reflect the potential dilution that could occur from common shares issuable through contingent share arrangements, stock options and warrants.

There were no potentially dilutive common shares outstanding for the fiscal year ended March 31, 2012 and 2011.

Cash Flows Reporting

The Company adopted paragraph 230-10-45-24 of the FASB Accounting Standards Codification for cash flows reporting, classifies cash receipts and payments according to whether they stem from operating, investing, or financing activities and provides definitions of each category, and uses the indirect or reconciliation method ("Indirect method") as defined by paragraph 230-10-45-25 of the FASB Accounting Standards Codification to report net cash flow from operating activities by adjusting net income to reconcile it to net cash flow from operating activities by removing the effects of (a) all deferrals of past operating cash receipts and payments and all accruals of expected future operating cash receipts and payments and (b) all items that are included in net income that do not affect operating cash receipts and payments. The Company reports the reporting currency equivalent of foreign currency cash flows, using the current exchange rate at the time of the cash flows and the effect of exchange rate changes on cash held in foreign currencies is reported as a separate item in the reconciliation of beginning and ending balances of cash and cash equivalents and separately provides information about investing and financing activities not resulting in cash receipts or payments in the period pursuant to paragraph 830-230-45-1 of the FASB Accounting Standards Codification.

Subsequent Events

The Company follows the guidance in Section 855-10-50 of the FASB Accounting Standards Codification for the disclosure of subsequent events. The Company will evaluate subsequent events through the date when the financial statements were issued. Pursuant to ASU 2010-09 of the FASB Accounting Standards Codification, the Company as an SEC filer considers its financial statements issued when they are widely distributed to users, such as through filing them on EDGAR.

Recently Issued Accounting Pronouncements

FASB Accounting Standards Update No. 2011-05

In June 2011, the FASB issued the FASB Accounting Standards Update No. 2011-05 "Comprehensive Income" ("ASU 2011-05"), which was the result of a joint project with the IASB and amends the guidance in ASC 220, Comprehensive Income, by eliminating the option to present components of other comprehensive income (OCI) in the statement of stockholders' equity. Instead, the new guidance now gives entities the option to present all non-owner changes in stockholders' equity either as a single continuous statement of comprehensive income or as two separate but consecutive statements. Regardless of whether an entity chooses to present comprehensive income in a single continuous statement or in two separate but consecutive statements, the amendments require entities to present all reclassification adjustments from OCI to net income on the face of the statement of comprehensive income.

The amendments in this Update should be applied retrospectively and are effective for public entity for fiscal years, and interim periods within those years, beginning after December 15, 2011.

FASB Accounting Standards Update No. 2011-08

In September 2011, the FASB issued the FASB Accounting Standards Update No. 2011-08 "Intangibles—Goodwill and Other: Testing Goodwill for Impairment" ("ASU 2011-08"). This Update is to simplify how public and nonpublic entities test goodwill for impairment. The amendments permit an entity to first assess qualitative factors to determine whether it is more likely than not that the fair value of a reporting unit is less than its carrying amount as a basis for determining whether it is necessary to perform the two-step goodwill impairment test described in Topic 350. Under the amendments in this Update, an entity is not required to calculate the fair value of a reporting unit unless the entity determines that it is more likely than not that its fair value is less than its carrying amount.

The guidance is effective for interim and annual periods beginning on or after December 15, 2011. Early adoption is permitted.

FASB Accounting Standards Update No. 2011-10

In December 2011, the FASB issued the FASB Accounting Standards Update No. 2011-10 "Property, Plant and Equipment: Derecognition of in Substance Real Estate-a Scope Clarification" ("ASU 2011-09"). This Update is to resolve the diversity in practice as to how financial statements have been reflecting circumstances when parent company reporting entities cease to have controlling financial interests in subsidiaries that are in substance real estate, where the situation arises as a result of default on nonrecourse debt of the subsidiaries.

The amended guidance is effective for annual reporting periods ending after June 15, 2012 for public entities. Early adoption is permitted.

FASB Accounting Standards Update No. 2011-11

In December 2011, the FASB issued the FASB Accounting Standards Update No. 2011-11 "Balance Sheet: Disclosures about Offsetting Assets and Liabilities" ("ASU 2011-11"). This Update requires an entity to disclose information about offsetting and related arrangements to enable users of its financial statements to understand the effect of those arrangements on its financial position. The objective of this disclosure is to facilitate comparison between those entities that prepare their financial statements on the basis of U.S. GAAP and those entities that prepare their financial statements on the basis of IFRS.

The amended guidance is effective for annual reporting periods beginning on or after January 1, 2013, and interim periods within those annual periods.

FASB Accounting Standards Update No. 2011-12

In December 2011, the FASB issued the FASB Accounting Standards Update No. 2011-12 "Comprehensive Income: Deferral of the Effective Date for Amendments to the Presentation of Reclassifications of Items Out of Accumulated Other Comprehensive Income in Accounting Standards Update No. 2011-05" ("ASU 2011-12"). This Update is a deferral of the effective date pertaining to reclassification adjustments out of accumulated other comprehensive income in ASU 2011-05. FASB is to going to reassess the costs and benefits of those provisions in ASU 2011-05 related to reclassifications out of accumulated other comprehensive income. Due to the time required to properly make such a reassessment and to evaluate alternative presentation formats, the FASB decided that it is necessary to reinstate the requirements for the presentation of reclassifications out of accumulated other comprehensive income that were in place before the issuance of Update 2011-05.

All other requirements in Update 2011-05 are not affected by this Update, including the requirement to report comprehensive income either in a single continuous financial statement or in two separate but consecutive financial statements. Public entities should apply these requirements for fiscal years, and interim periods within those years, beginning after December 15, 2011.

Other Recently Issued, but Not Yet Effective Accounting Pronouncements

Management does not believe that any other recently issued, but not yet effective accounting pronouncements, if adopted, would have a material effect on the accompanying financial statements.

Note 3 – Going Concern

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern, which contemplates continuity of operations, realization of assets, and liquidation of liabilities in the normal course of business.

As reflected in the accompanying consolidated financial statements, the Company had an accumulated deficit at March 31, 2012, a net loss and net cash used in operating activities for the fiscal year ended March 31, 2012. These factors raise substantial doubt about the Company's ability to continue as a going concern.

While the Company is attempting to commence operations and generate sufficient revenues, the Company's cash position may not be sufficient enough to support the Company's daily operations. Management intends to raise additional funds by way of a private or public offering. Management believes that the actions presently being taken to further implement its business plan and generate sufficient revenues provide the opportunity for the Company to continue as a going concern. While the Company believes in the viability of its strategy to generate sufficient revenues and in its ability to raise additional funds, there can be no assurances to that effect. The ability of the Company to continue as a going concern is dependent upon the Company's ability to further implement its business plan and generate sufficient revenues.

The consolidated financial statements do not include any adjustments related to the recoverability and classification of recorded asset amounts or the amounts and classification of liabilities that might be necessary should the Company be unable to continue as a going concern.

Note 4 – Goodwill

On June 30, 2003, pursuant to the Asset Purchase and Security Agreement ("Purchase Agreement"), the Company's sole stockholder purchased all of the furniture, fixture and equipment and the rights, titles and interest in the coffee house business from the then sole owner of the coffee house for total consideration of $70,000.

The acquisition of the coffee house's assets, including furniture, fixture and equipment, was accounted for using the purchase method of accounting by allocating the purchase price over the assets acquired based on their estimated fair values at the date of acquisition. The excess of the purchase price over the assets acquired of $30,000 was recorded as goodwill. The purchase price has been allocated to the assets and liabilities as follows:

	Book Value	Fair Value Adjustment	Fair Market Value
Furniture, fixture and equipment	$ 40,000	$	$ 40,000
Goodwill		30,000	30,000
Total	40,000	30,000	70,000
Purchase price	$ 40,000	$ 30,000	$ 70,000

Goodwill, stated at cost, less accumulated impairment, if any, at March 31, 2012 and 2011, consisted of the following:

	March 31, 2012	March 31, 2011
Goodwill	$ 30,000	$ 30,000
Accumulated impairment	(-)	(-)
	$ 30,000	$ 30,000

Impairment

The management of the Company determined that there was no impairment of goodwill for the year ended March 31, 2012 and 2011.

Note 5 – Commitments and Contingencies

Operating Leases

On September 27, 2007, the Company entered into a five (5) year non-cancelable operating lease for the coffee shop space starting on March 1, 2008 and expiring on February 29, 2013. Future minimum lease payments required under this non-cancelable operating lease were as follows:

Year ending March 31:	
2013	$ 11,839
	$ 11,839

Note 6 – Stockholders' Equity

Shares Authorized

Upon formation the total number of shares of all classes of stock which the Company is authorized to issue is One Hundred and Five Million (105,000,000) shares of which Five Million (5,000,000) shares shall be Preferred Stock, par value $0.0001 per share, and One Hundred Million (100,000,000) shares shall be Common Stock, par value $0.0001 per share.

Common Stock

On January 30, 2012, upon formation, the Company issued an aggregate of 10,000,000 shares of the newly formed corporation's common stock to the sole stockholder of Koffee Korner's Texas for all of the issued and outstanding capital of Koffee Korner's Texas. No value was given to the common shares issued by the newly formed corporation. Therefore, the shares were recorded to reflect the $0.0001 par value and paid in capital was recorded as amount of negative $1,000.

On January 30, 2012, the Company sold 200,000 shares of common stock at par value $0.0001 per share to an individual for $20.

For the period from February 22, 2012 through February 29, 2012, the Company sold 330,000 shares of common stock at $0.10 per share to thirty three (33) individuals, or $33,000 in aggregate for cash.

Capital Contribution

On January 30, 2012, as part of the recapitalization, the Company applied paragraph 505-10-S99-3 of the FASB Accounting Standards Codification (formerly Topic 4B of the Staff Accounting Bulletins ("SAB") ("SAB Topic 4B") issued by the U.S. Securities and Exchange Commission (the "SEC")), by reclassifying the Koffee Korner's Texas capital account of $15,247 and undistributed earnings of $21,026 as of January 30, 2012 to additional paid-in capital.

Note 7 – Income Tax Provision

Deferred Tax Assets

At March 31, 2012, the Company had net operating loss ("NOL") carry–forwards for Federal income tax purposes of $13,036 that may be offset against future taxable income through 2032. No tax benefit has been recorded with respect to these net operating loss carry-forwards in the accompanying consolidated financial statements as the management of the Company believes that the realization of the Company's net deferred tax assets of approximately $4,432 was not considered more likely than not and accordingly, the potential tax benefits of the net loss carry-forwards are offset by the full valuation allowance.

Deferred tax assets consist primarily of the tax effect of NOL carry-forwards. The Company has provided a full valuation allowance on the deferred tax assets because of the uncertainty regarding its realization. The valuation allowance increased approximately $4,432 for the period from January 30, 2012 (date of recapitalization) through March 31, 2012.

Components of deferred tax assets at March 31, 2012 are as follows:

	March 31, 2012
Net deferred tax assets – Non-current:	
Expected income tax benefit from NOL carry-forwards	$ 4,432
Less valuation allowance	(4,432)
Deferred tax assets, net of valuation allowance	$ -

Income Tax Provision in the Consolidated Statements of Operations

A reconciliation of the federal statutory income tax rate and the effective income tax rate as a percentage of income before income taxes is as follows:

	For the Period from January 30, 2012 (Re-capitalization) through March 31, 2012
Federal statutory income tax rate	34.0%
Change in valuation allowance on net operating loss carry-forwards	(34.0)%
Effective income tax rate	0.0%

Pro Forma Income Tax Information (Unaudited)

The unaudited pro forma income tax amounts, deferred tax assets and income tax rate included in the accompanying consolidated statements of operations and related income tax reflect the provision for income taxes which would have been recorded if the Company had been incorporated as a C Corporation as of the beginning of the first date presented.

Pro Forma Deferred Tax Assets

If the Company had been incorporated as of the beginning of the first date presented at March 31, 2012, the Company's net operating loss ("NOL") carry–forwards for Federal income tax purposes would have been $9,735 that may be offset against future taxable income through 2032; and the Company's net deferred tax assets and valuation allowance would have been $3,310; and its valuation allowance would have increased approximately $3,310 for the fiscal year ended March 31, 2012.

Components of pro forma deferred tax assets as of March 31, 2012 are as follows:

	March 31, 2012	March 31, 2011
Net deferred tax assets – Non-current:		
Expected income tax benefit from NOL carry-forwards	$ 3,310	$ -
Less valuation allowance	(3,310)	(-)
Deferred tax assets, net of valuation allowance	$ -	$ -

Pro Forma Income Tax Provision in the Consolidated Statements of Operations

A reconciliation of the pro forma federal statutory income tax rate and the effective income tax rate as a percentage of income before income taxes is as follows:

	For the Fiscal Year Ended March 31, 2012	For the Fiscal Year Ended March 31, 2011
Federal statutory income tax rate	34.0%	34.0%
Increase (reduction) in income taxes resulting from:		
Net operating loss ("NOL") carry-forwards	(34.0)	(-)
Effective income tax rate	0.0%	34.0%

Note 8 – Subsequent Events

The Company has evaluated all events that occur after the balance sheet date through the date when the financial statements were issued to determine if they must be reported. The Management of the Company determined that there were no reportable subsequent events to be disclosed.

PART II. INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 13. OTHER EXPENSES OF ISSUANCE AND DISTRIBUTION

The following table sets forth costs and expenses payable by Koffee Korner Inc. in connection with the sale of common shares being registered. All amounts except the SEC filing fee are estimates.

SEC registration fee	$ 16.69
Accounting fees and expenses	15,000.00
Legal fees and expenses	10,000.00
Miscellaneous	483.31
Total	$ 25,500.00

The foregoing are estimates only.

ITEM 14. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Our certificate of incorporation provides to the fullest extent permitted by Delaware law, that our directors or officers shall not be personally liable to us or our stockholders for damages for breach of such director's or officer's fiduciary duty. The effect of this provision of our certificate of incorporation is to eliminate the right of us and our stockholders (through stockholders' derivative suits on behalf of our company) to recover damages against a director or officer for breach of the fiduciary duty of care as a director or officer (including breaches resulting from negligent or grossly negligent behavior, except under certain situations defined by statute. We believe that the indemnification provisions in our certificate of incorporation are necessary to attract and retain qualified persons as directors and officers.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 (the Securities Act) may be permitted to our directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, we have been advised that in the opinion of the Securities and Exchange commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suite or proceeding) is asserted by such director officer or controlling person in connection with the securities being registered, we willfulness in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

ITEM 15. RECENT SALES OF UNREGISTERED SECURITIES

On February 1, 2012, we issued 10,000,000 shares of our common stock to Nanzeen D'Silva in exchange for her ownership interest in Koffee Korner, Inc. a Texas corporation. On February 1, 2012 we issued 200,000 shares of our common stock to Frank J. Hariton, Esq. as a founder for their par value of $0.0001 per share or $20.00. All of such transactions with the Company's founders were exempt from registration by reason of Section 4(2) of the Securities Act of 1933, as amended (the "Act") as transactions by an issuer not involving any public offering. All of the shares issued in such transactions bear an appropriate restrictive legend.

During February and March 2012, 330,000 shares of the Company's common stock were issued to 33 investors for $33,000 or $0.10 per share. These shares were issued in a private offering pursuant to Regulation D under the Act, and each of the investors therein represented in writing that such investor was an accredited investor as that term is defined in Regulation D and that he was acquiring the shares for his own account and for investment. A copy of such subscription agreement is filed as Exhibit 4.1 to the registration statement of which this prospectus is a part. No underwriter or placement agent participated in the foregoing transactions, and no underwriting discounts or commissions were paid, nor was any general solicitation or general advertising conducted. The securities bear a restrictive legend and stop transfer instructions are noted on our stock transfer records. The offering was, accordingly, exempt by reason of Section 4(6) of the Act.

ITEM 16. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

The following exhibits are filed with this Registration Statement on Form S-1.

Exhibit No.	Description
3.1	Certificate of Incorporation
3.2	Bylaws
4.1	Form of Subscription Agreement
4.2	Specimen Stock Certificate*
5.1	Opinion of Frank J Hariton *
10.1	Store Lease
22	Subsidiary – Koffee Korner, Inc. a wholly owned Texas corporation
23.1	Consent of Li & Company, PC
23.2	Consent of Frank J. Hariton – Included in Exhibit 5.1*

*** To be filed by amendment.**

UNDERTAKINGS

We hereby undertake to:

1. File, during any period in which it offers or sells securities, a post-effective amendment to this registration statement to:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by section 10(a) (3) of the Securities Act of 1933;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) (§230.424(b) of this chapter) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement.

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

(i) Each prospectus filed by the registrant pursuant to Rule 424(b)(3) (§230.424(b)(3) of this chapter) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) (§230.424(b)(2), (b)(5), or (b)(7) of this chapter) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) (§230.415(a)(1)(i), (vii), or (x) of this chapter) for the purpose of providing the information required by section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date;

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities:

The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) Any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424 (§230.424 of this chapter);

(ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) Any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

2. Insofar as indemnification for liabilities under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in a successful defense of any action, suit or proceeding) is asserted by a director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issuer.

SIGNATURES

In accordance with the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements of filing on Form S-1 and authorized this registration statement to be signed on our behalf by the undersigned, in the City of Houston, State of Texas, on May 25, 2012

KOFFEE KORNER INC.,
By: /s/ Nanzeen D'Silva
Name: Nanzeen D'Silva

Title: Chairman, CEO (Principal Executive, Accounting and Financial Officer)

POWER OF ATTORNEY

Know all men by these presents, that each person whose signature appears below constitutes and appoints, his true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for him and in his place and stead, in any and all capacities, to sign any and all further amendments to this Registration Statement and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated:

Person	Capacity	Date
Nanzeen D'Silva	/s/ Nanzeen D'Silva Chairman, Chief Executive Officer and a Director (Principal Executive Officer)	5/25/2012

Exhibit 3.1

CERTIFICATE OF INCORPORATION

OF

KOFFEE KORNER INC.

_____

The undersigned, for the purpose of organizing a corporation for conducting the business and promoting the purposes hereinafter stated, under the provisions and subject to the requirements of the laws of the State of Delaware (particularly Chapter 1, Title 8 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "General Corporation Law of the State of Delaware"), hereby certifies that:

FIRST: The name of the corporation (hereinafter called the "corporation") is: Koffee Korner Inc.

SECOND: The address, including street, number, city, and county, of the registered office of the corporation in the State of Delaware is 2711 Centerville Road, Suite 400, City of Wilmington 19808, County of New Castle; and the name of the registered agent of the corporation in the State of Delaware at such address is Corporation Service Company.

THIRD: The nature of the business and of the purposes to be conducted and promoted by the Corporation are to conduct any lawful business, to promote any lawful purpose, and to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of all classes of stock which the Corporation shall have authority to issue is One Hundred and Five Million (105,000,000) shares of which Five Million (5,000,000) shares shall be Preferred Stock, par value $.0001 per share, and One Hundred Million (100,000,000) shall be Common Stock, par value $.0001 per share. The voting power, designations, preferences and relative participating option or other special qualifications, limitations or restrictions are set forth hereinafter:

1. Preferred Stock

(a) The Preferred Stock may be issued in one or more series, each of which shall be distinctively designated, shall rank equally and shall be identical in all respects except as otherwise provided in subsection 1(b) of this Section FOURTH.

(b) Authority is hereby vested in the Board of Directors to issue from time to time the Preferred Stock of any series and to state in the resolution or resolutions providing for the issuance of shares of any series the voting powers, if any, designations, preferences and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions of such series to the full extent now or hereafter permitted by the law of the State of Delaware in respect of the matters set forth in the following clauses (i) to (viii) inclusive;

(i) the number of shares to constitute such series, and the distinctive designations thereof;

(ii) the voting powers, full or limited, if any, of such series;

(iii) the rate of dividends payable on shares of such series, the conditions on which and the times when such dividends are payable, the preference to, or the relation to, the payment of the dividends payable on any other class, classes or series of stock, whether cumulative or non-cumulative and, if cumulative, the date from which dividends on shares of such series shall be cumulative;

(iv) the redemption price or prices, if any, and the terms and conditions on which shares of such series shall be redeemable;

(v) the requirement of any sinking fund or funds to be applied to the purchase or redemption of shares of such series and, if so, the amount of such fund or funds and the manner of application;

(vi) the rights of shares of such series upon the liquidation, dissolution or winding up of, or upon any distribution of the assets of, the Corporation;

(vii) the rights, if any, of the holders of shares of such series to convert such shares into, or to exchange such shares for, shares of any other class, classes or series of stock and the price or prices or the rates of exchange and the adjustments at which such shares shall be convertible or exchangeable, and any other terms and conditions of such conversion or exchange;

(viii) any other preferences and relative, participating, optional or other special rights of shares of such series, and qualifications, limitations or restrictions including, without limitation, any restriction on an increase in the number of shares of any series theretofore authorized and any qualifications, limitations or restrictions of rights or powers to which shares of any future series shall be subject.

(c) The number of authorized shares of Preferred Stock may be increased or decreased by the affirmative vote of the holders of a majority of the votes of all classes of voting securities of the Corporation without a class vote of the Preferred Stock, or any series thereof, except as otherwise provided in the resolution or resolutions fixing the voting rights of any series of the Preferred Stock.

2. Common Stock

(a) After the requirements with respect to preferential dividends on the Preferred Stock (fixed in accordance with the provisions of Paragraph 1 of this Section FOURTH), if any, shall have been met and after the corporation shall have complied with all the requirements, if any, with respect to the setting aside of same as sinking funds or redemption or purchase accounts (fixed in accordance with the provisions of Paragraph 1 of this Section FOURTH), and subject further to any other conditions which may be fixed in accordance with the provisions of Paragraph 1 of this Section FOURTH, then and not otherwise the holders of Common Stock shall be entitled to receive such dividends as may be declared from time to time by the Board of Directors.

(b) After distribution in full of the preferential amount (fixed in accordance with the Provisions of Paragraph 1 of this Section FOURTH), if any, to be distributed to the holders of Preferred Stock in the event of the voluntary or involuntary liquidation, distribution or sale of assets, dissolution or winding-up of the Corporation, the holders of Common Stock shall,

subject to the rights, if any, of the holders of Preferred Stock to participate therein (fixed in accordance with the provisions of Paragraph 1 of this Section FOURTH) be entitled to receive all the remaining assets of the Corporation, tangible and intangible, of whatever kind available for distribution to stockholders ratably in proportion to the number of shares of Common Stock held by them respectively.

(c) Except as may otherwise be required by law or by the provisions of such resolution or resolutions as may be adopted by the Board of Directors pursuant to Paragraph 1 of this Section FOURTH, each holder of Common Stock shall have one vote in respect of each share of Common Stock held by him on all matters voted upon by the stockholders.

3. OTHER PROVISIONS RELATED TO SHARES OF STOCK:

(a) No holder of any of the shares of any class or series of stock or of options, warrants or other rights to purchase shares of any class or series of stock or of other securities of the Corporation shall have any preemptive right to purchase or subscribe for any unissued stock of any class or series or any additional shares of any class or series to be issued by reason of any increase of the authorized capital stock of the Corporation of any class or series, or bonds, certificates of indebtedness, debentures or other securities convertible into or exchangeable for stock of the Corporation of any class or series, or carrying any right to purchase stock of any class or series, but such unissued stock, additional authorized issue of shares of any class or series of stock or securities convertible into or exchangeable for stock, or carrying any right to purchase stock, may be issued and disposed of pursuant to resolution of the Board of Directors to such persons, firms, corporations or associations, whether such holders or others, and upon such terms as may be deemed advisable by the Board of Directors in the exercise of its sole discretion.

(b) The powers and rights of Common Stock shall be subordinated to the powers, preferences and rights of the holders of Preferred Stock. The relative powers, preferences and rights of each series of Preferred Stock in relation to the powers, preferences and rights of each other series of Preferred Stock shall, in each case, be as fixed from time to time by the Board of Directors in the resolution or resolutions adopted pursuant to authority granted in Paragraph I of this Section 4 and the consent, by Class or series, vote or otherwise, of the holders of such of the series of are from time to time outstanding Preferred Stock as for the issuance by the Board of

shall not be required Directors of any other series of rights of such other series shall be fixed by the Board of Directors as senior to, or on a parity with, the powers, preferences and rights of such outstanding series, or any of them; provided, however, that the Board of Directors may provide in the resolution or resolutions as to any series of Preferred Stock adopted pursuant to Paragraph 1 of this Section FOURTH that the consent of the holders of a majority (or such greater proportion as shall be therein fixed) of the outstanding shares of such series voting thereon shall be required for the issuance of any or all other series of Preferred Stock.

(c) subject to the provisions of subparagraph (b) of this Paragraph 3 of this Section FOURTH, shares of any series of Preferred Stock may be authorized or issued from time to time as the Board of Directors in its sole discretion shall determine and on such terms and for such consideration as shall be fixed by the Board of Directors in its sole discretion.

(d) Shares of Common stock may be issued from time to time as the Board of Directors in its sole discretion shall determine and on such terms and for such consideration as shall be fixed by the board of Directors in its sole discretion.

(e) The authorized number of shares of Common Stock and of Preferred Stock Preferred Stock may be increased or decreased from time to time by the affirmative vote of the holders of a majority of the outstanding shares of Common Stock and Preferred Stock of the corporation entitled to vote thereon.

FIFTH: The name and the mailing address of the incorporator are as follows:

NAME	MAILING ADDRESS
Frank J. Hariton	1065 Dobbs Ferry Road, White Plains, NY, 10607

SIXTH: The corporation is to have perpetual existence.

SEVENTH: Whenever a compromise or arrangement is proposed between this corporation and its creditors or any class of them and/or between this corporation and its stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this corporation or of any creditor or stockholder thereof or on the application of any receiver or receivers appointed for this corporation under 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this corporation under 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three fourths in value of the creditors or class of creditors, and/or of the stockholders or class of stockholders of this corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the stockholders or class of stockholders, of this corporation, as the case may be, and also on this corporation.

EIGHTH: For the management of the business and for the conduct of the affairs of the corporation, and in further definition, limitation, and regulation of the powers of the corporation and of its directors and of its stockholders or any class thereof, as the case may be, it is further provided:

1. The management of the business and the conduct of the affairs of the corporation shall be vested in its Board of Directors. The number of directors which shall constitute the whole Board of Directors shall be fixed by, or in the manner provided in, the Bylaws. The phrase "whole Board" and the phrase "total number of directors" shall be deemed to have the same meaning, to wit, the total number of directors which the corporation would have if there were no vacancies. No election of directors need be by written ballot.

2. After the original or other Bylaws of the corporation have been adopted, amended, or repealed, as the case may be, in accordance with the provisions of 109 of the General Corporation Law of the State of Delaware, and, after the corporation has received any payment for any of its stock, the power to adopt, amend, or repeal the Bylaws of the corporation may be exercised by the Board of Directors of the corporation; provided, however, that any provision for the classification of directors of the corporation for staggered terms pursuant to the provisions of subsection (d) of 141 of the General Corporation Law of the State of Delaware shall be set forth in an initial Bylaw or in a Bylaw adopted by the stockholders entitled to vote of the corporation unless provisions for such classification shall be set forth in this certificate of incorporation.

3. Whenever the corporation shall be authorized to issue only one class of stock, each outstanding share shall entitle the holder thereof to notice of, and the right to vote at, any meeting of stockholders. Whenever the corporation shall be authorized to issue more than one
class

of stock, no outstanding share of any class of stock which is denied voting power under the provisions of the certificate of incorporation shall entitle the holder thereof to the right to vote at any meeting of stockholders except as the provisions of paragraph (2) of subsection (b) of 242 of the General Corporation Law of the State of Delaware shall otherwise require; provided, that no share of any such class which is otherwise denied voting power shall entitle the holder thereof to vote upon the increase or decrease in the number of authorized shares of said class.

NINTH: The personal liability of the directors of the corporation is hereby eliminated to the fullest extent permitted by the provisions of paragraph (7) of subsection (b) of 102 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented.

TENTH: The corporation shall, to the fullest extent permitted by the provisions of Section 145 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities, or other matters referred to in or covered by said section, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such person.

ELEVENTH: From time to time any of the provisions of this certificate of incorporation may be amended, altered, or repealed, and other provisions authorized by the laws of the State of Delaware at the time in force may be added or inserted in the manner and at the time prescribed by said laws, and all rights at any time conferred upon the stockholders of the corporation by this certificate of incorporation are granted subject to the provisions of this Article ELEVENTH.

Signed on January 27, 2012

/s/ Frank J. Hariton

Frank J. Hariton, Incorporator

Exhibit 3.2

BY-LAWS

OF

KOFFEE KORNER, INC.

ARTICLE 1

OFFICES

SECTION 1. REGISTERED OFFICE. The registered office shall be established and maintained at the office of Corporation Service Company, 2711 Centerville Road, Suite 400, City of Wilmington, State of Delaware 19808, County of New Castle and said corporation shall be the registered agent of this corporation in charge thereof unless and until a successor registered agent is appointed by the Board of Directors.

SECTION 2. OTHER OFFICES. The corporation may have other offices, either within or without the State of Delaware, at such place or places as the Board of Directors may from time to time appoint or the business of the corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

SECTION 1. ANNUAL MEETINGS. Annual meetings of stockholders for the election of Directors and for such other business as may be stated in the notice of the meeting, shall be held on such date as the Board of Directors, by resolution, may designate, at such place, either within or without the State of Delaware, as the Board of Directors, by resolution, shall determine and as set forth in the notice of the meeting.

At each annual meeting, the stockholders entitled to vote shall elect a Board of Directors and they may transact such other corporate business as shall be stated in the notice of the meeting or as may properly come before the meeting in accordance with these By-laws.

SECTION 2. VOTING. Each stockholder entitled to vote in accordance with the terms of the Certificate of Incorporation and in accordance with the provisions of these By-Laws shall be entitled to one vote in person or by proxy, for each share of stock held by such stockholder which has voting power upon the matter in question, but no proxy shall be voted after three years from its date unless such proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and only as long as it is coupled with

an interest sufficient in law to support an irrevocable power. The vote for Directors and the vote upon any question before the meeting, shall be by ballot. With respect to the election of Directors, a plurality of the votes cast at a meeting shall be sufficient to elect. All other matters or questions shall, unless otherwise provided by law, by the Certificate of Incorporation or by these By-laws, be decided by the affirmative vote of a majority of shares of stock present in person or by proxy at the meeting and entitled to vote on such matter or question.

A complete list of the stockholders entitled to vote at the ensuing election, arranged in alphabetical order, with the address of each, and the number of shares held by each, shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

SECTION 3. QUORUM. Except as otherwise required by law, by the Certificate of Incorporation or by these By-Laws, the holders, represented in person or by proxy at any duly called meeting of shareholders, of shares representing a majority of the total of the number of shares of stock issued and outstanding and entitled to vote at such meeting shall constitute a quorum for the transaction of business at such meeting. In case a quorum shall not be present at any meeting, the holders of a majority of the shares entitled to vote thereat, present in person or by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until the requisite number of shares entitled to vote shall be present. At any such adjourned meeting at which the requisite number of shares entitled to vote shall be represented, any business may be transacted which might have been transacted at the meeting as originally noticed; but only those stockholders entitled to vote at the meeting as originally noticed shall be entitled to vote at any adjournment or adjournments thereof.

SECTION 4. SPECIAL MEETINGS. Special meetings of the shareholders of the corporation shall be called by the Secretary of the corporation (A) at the request of the Chairman of the Board of Directors or the President of the corporation or (B) at the request of a majority of the entire Board of Directors. Special meetings may be held at such place within or without the State of Delaware, as designated in the notice of meeting.

SECTION 5. NOTICE OF MEETINGS. Written notice, stating the place, date and time of any meeting of stockholders, and the general purpose or purposes of the business to be considered, shall be given to each stockholder entitled to vote thereat at his address as it appears on the records of the corporation, not less than 10 nor more than 60 days before the date of the meeting. No business other than that stated in the notice shall be transacted at any special meeting without the unanimous consent of all the stockholders entitled to vote thereat.

SECTION 6. ORGANIZATION OF MEETINGS. Meetings of stockholders shall be presided over by the Chairman of the Board, if any, or in his absence by the President, or in his absence by a Vice President, or in the absence of the foregoing persons by a chairman

designated by the Board of Directors. The Secretary shall act as secretary of the meeting, but in his absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

SECTION 7. ACTION WITHOUT MEETING. Unless otherwise provided by the Certificate of Incorporation, any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

ARTICLE III

DIRECTORS

SECTION 1. NUMBER AND TERM; ADVANCE NOTIFICATION OF STOCKHOLDER NOMINATIONS. The Board of Directors shall consist of one or more members. Subject to any provision set forth in the corporation's Certificate of Incorporation, the number of Directors shall be as designated by resolution adopted from time to time by the Directors. The Directors shall be elected at the annual meeting of the stockholders and each Director shall be elected to serve until his successor shall be elected and shall qualify or until his earlier resignation or removal. Directors need not be stockholders.

SECTION 2. RESIGNATIONS. Any director, member of a committee or other officer may resign at any time. Such resignation shall be made in writing, and shall take effect at the time specified therein, and if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective.

SECTION 3. REMOVAL. A Director may be removed from office either for or without cause prior to the expiration of his term by the affirmative vote of the holders of a majority of all the shares outstanding and entitled to vote at an election of Directors at a Special Meeting of stockholders called for that purpose in accordance with the provisions of these By-Laws. A Director may also be removed for cause by a majority of the entire Board of Directors.

SECTION 4. VACANCIES AND NEWLY CREATED DIRECTORSHIPS. Vacancies and newly created directorships occurring on the Board of Directors may be filled by a vote of the remaining directors (although less than a quorum) and the Directors thus chosen shall hold office until the next annual election and until their successors are elected and qualify, or, if the Directors are divided into classes, until the next election of the class for which such Directors shall have been chosen and until their successors are elected and qualify.

SECTION 5. POWERS. The Board of Directors shall exercise all of the powers of the corporation except such as are by law, or by the Certificate of Incorporation of the corporation or by these By-Laws conferred upon or reserved to the stockholders. If a quorum is present at any meeting, all action permitted or required to be taken shall be taken by a vote of a majority of those present, unless a different vote is specified by law, the Certificate of Incorporation or these By-Laws.

SECTION 6. COMMITTEES. The Board of Directors may, by resolution or resolutions passed by a majority of the whole board, designate one or more committees, each committee to consist of one or more of the Directors of the corporation. The board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of any member of such committee or committees, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member.

Any such committee, to the extent provided in the resolution of the Board of Directors, or in these By-Laws, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the Certificate of Incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets, recommending to the stockholders a dissolution of the corporation or a revocation of a dissolution, or amending the By-Laws of the corporation; and, unless the resolution, these By-Laws, or the Certificate of Incorporation expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock.

SECTION 7. MEETINGS. The newly elected Directors may hold their first meeting for the purpose of organization and the transaction of business, if a quorum be present, after their appointment by the incorporator(s) of the corporation or after the annual meeting of the stockholders; or the time and place of such meeting may be fixed by consent in writing of all the Directors.

Regular meetings of the Directors may be held without notice at such places and times as shall be determined from time to time by resolution of the Directors.

Special meetings of the board may be called by the President or by the Secretary on the written request of any two Directors on at least two day's written notice or one days' notice by telephone, telecopy, telex or telegram to each Director and shall be held at such place or places as may be determined by the Directors, or as shall be stated in the call of the meeting. All notices shall be given to the Directors at their business or home addresses.

Any waiver or notice of meeting need not specify the purposes of the meeting.

Unless otherwise restricted by the Certificate of Incorporation or these By-Laws, members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors, or any committee, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at the meeting.

SECTION 8. QUORUM. A majority of the Directors shall constitute a quorum for the transaction of business. If at any meeting of the board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is obtained, and no further notice thereof need be given other than by announcement at the meeting which shall be so adjourned.

SECTION 9. COMPENSATION. Directors shall not receive any stated salary for their services as Directors or as members of committees, except as otherwise provided by a resolution adopted by the Board of Directors. Nothing herein contained shall be construed to preclude any Director from serving the corporation in any other capacity as an officer, agent or otherwise, and receiving compensation therefor.

SECTION 10. ACTION WITHOUT MEETING. Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting, if prior to such action a written consent thereto is signed by all members of the board, or of such committee as the case may be, and such written consent is filed with the minutes of proceedings of the board or committee.

ARTICLE IV

OFFICERS

SECTION 1. OFFICERS. The officers of the corporation shall be a Chief Executive Officer, Chief Operating Officer, Chief Financial Officer, President and a Secretary, all of whom shall be elected by the Board of Directors and who shall hold office until their successors are elected and qualified or until their earlier resignation, death or removal. In addition, the Board of Directors may elect a Treasurer, a Secretary, a Chairman, one or more Vice-Presidents and such Assistant Secretaries and Assistant Treasurers as they may deem proper. None of the officers of the corporation need be Directors. The officers shall be elected at the first meeting of the Board of Directors after each annual meeting. More than two offices may be held by the same person.

SECTION 2. OTHER OFFICERS AND AGENTS. The Board of Directors may appoint such other officers and agents as it may deem advisable, who shall hold their offices for such term and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors.

SECTION 3. ELECTION. The Chief Executive Officer, Chief Operating Officer, President, Treasurer and Secretary shall be elected annually by the Board of Directors at its first meeting following the annual meeting of stockholders. Other officers may be appointed by the Board of Directors at such meeting or at any other meeting.

SECTION 4. RESIGNATION AND REMOVAL. Any officer may resign by delivering his written resignation to the corporation at its principal office or to the President or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

The Board of Directors, or a committee duly authorized to do so, may remove any officer with or without cause. Except as the Board of Directors may otherwise determine, no officer who resigns or is removed shall have any right to any compensation as an officer for any period following his resignation or removal, or any right to damages on account of such removal, whether his compensation be by the month or by the year or otherwise, unless such compensation is expressly provided in a duly authorized written agreement with the corporation.

SECTION 5. VACANCIES. The Board of Directors may fill any vacancy occurring in any office for any reason and may, in its discretion, leave unfilled for such period as it may determine any offices other than those of President, Treasurer and Secretary. Each such successor shall hold office for the unexpired term of his predecessor and until his successor is elected and qualified, or until his earlier death, resignation or removal.

SECTION 6. CHAIRMAN. The Chairman of the Board of Directors, if one be elected, shall preside at all meetings of the Board of Directors and the shareholders and he shall have and perform such other duties as from time to time may be assigned to him by the Board of Directors.

SECTION 7. Chief Executive Officer, Chief Operating Officer, and PRESIDENT. The Chief Executive Officer, Chief Operating Officer and President shall be the principal executive officers of the corporation and shall each have the general powers and duties of supervision and management usually vested in the office of Chief Executive Officer, Chief Operating Officer and President of a corporation. In the absence or non-election of the Chairman of the Board of Directors, and if the Chief Executive Officer is a member of the Board of Directors, he shall preside at all meetings of the Board of Directors, and shall have general supervision, direction and control of the business of the corporation. Except as the Board of Directors shall authorize the execution thereof in some other manner, he shall execute bonds, mortgages and other contracts on behalf of the corporation, and shall cause the seal to be affixed to any instrument requiring it and when so affixed the seal shall be attested by the signature of the Secretary or the Treasurer or an Assistant Secretary or an Assistant Treasurer.

SECTION 8. VICE-PRESIDENT. Each Vice-President shall have such powers and shall perform such duties as shall be assigned to him by the Directors.

SECTION 9. TREASURER. The Treasurer and the Chief Financial Officer shall have the custody of the corporate funds and securities and shall keep full and accurate account of receipts and disbursements in books belonging to the corporation. He shall deposit all moneys and other valuables in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

The Treasurer shall disburse the funds of the corporation as may be ordered by the Board of Directors, or the President, taking proper vouchers for such disbursements. He shall render to the Chief Executive Officer, Chief Operating Officer, President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may request it, an account of all his transactions as Treasurer and of the financial condition of the corporation. If required by the Board of Directors, he shall give the corporation a bond for the faithful discharge of his duties in such amount and with such surety as the board shall prescribe.

SECTION 10. SECRETARY. The Secretary shall give, or cause to be given, notice of all meetings of stockholders and Directors, and all other notices required by law or by these By-Laws, and in case of his absence or refusal or neglect so to do, any such notice may be given by any person thereunto directed by the Chief Executive Officer, Chief Operating Officer, President, or by the Directors, or stockholders, upon whose requisition the meeting is called as provided in these By-Laws. He shall record all the proceedings of the meetings of the corporation and of the Directors in a book to be kept for that purpose, and shall perform such other duties as may be assigned to him by the Directors or the Chief Executive Officer, Chief Operating Officer, or President. He shall have the custody of the seal of the corporation and shall affix the same to all instruments requiring it, when authorized by the Directors or the Chief Executive Officer, Chief Operating Officer or President, and attest the same.

SECTION 11. ASSISTANT TREASURERS AND ASSISTANT SECRETARIES. Assistant Treasurers and Assistant Secretaries, if any, shall be elected and shall have such powers and shall perform such duties as shall be assigned to them, respectively, by the Directors.

ARTICLE V

STOCK

SECTION 1. CERTIFICATES OF STOCK. Certificates of stock, signed by the Chairman or Vice Chairman of the Board of Directors, if they be elected, Chief Executive Officer, Chief Operating Officer, President or Vice-President, and the Treasurer or an Assistant Treasurer, or Secretary or an Assistant Secretary, shall be issued to each stockholder certifying the number of shares owned by him in the corporation. Any of or all the signatures may be facsimiles.

SECTION 2. LOST CERTIFICATES. A new certificate of stock may be issued in the place of any certificate theretofore issued by the corporation, alleged to have been lost or destroyed, and the Directors may, in their discretion, require the owner of the lost or

destroyed certificate, or his legal representatives, to give the corporation a bond, in such sum as they may direct, not exceeding double the value of the stock, to indemnify the corporation against any claim that may be made against it on account of the alleged loss or destruction of any such certificate, or the issuance of any such new certificate.

SECTION 3. TRANSFER OF SHARES. The shares of stock of the corporation shall be transferable only upon its books by the holders thereof in person or by their duly authorized attorneys or legal representatives, and upon such transfer the old certificates shall be surrendered to the corporation by the delivery thereof to the person in charge of the stock and transfer books and ledgers, or to such other person as the Directors may designate, by whom they shall be cancelled, and new certificates shall thereupon be issued. A record shall be made of each transfer and whenever a transfer shall be made for collateral security, and not absolutely, it shall be so expressed in the entry of the transfer.

SECTION 4. STOCKHOLDERS RECORD DATE. In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

SECTION 5. DIVIDENDS. Subject to the provisions of the Certificate of Incorporation, the Board of Directors may, out of funds legally available therefor, at any regular or special meeting, declare dividends upon the capital stock of the corporation as and when they deem expedient. Before declaring any dividend there may be set apart out of any funds of the corporation available for dividends, such sum or sums as the Directors from time to time in their discretion deem proper for working capital or as a reserve fund to need contingencies or for equalizing dividends or for such other purposes as the Directors shall deem conducive to the interests of the corporation.

ARTICLE VI

MISCELLANEOUS

SECTION 1. SEAL. The corporate seal shall be circular in form and shall contain the name of the corporation, the year of its creation and the words "CORPORATE SEAL DELAWARE". An alternate corporate seal shall contain the words "CORPORATE SEAL". Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

SECTION 2. FISCAL YEAR. The fiscal year of the corporation shall be determined by resolution of the Board of Directors.

SECTION 3. CHECKS. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer of officers, agent or agents of the corporation, and in such manner as shall be determined from time to time by resolution of the Board of Directors.

SECTION 4. NOTICE AND WAIVER OF NOTICE. Whenever any notice is required by these By-Laws to be given, personal notice is not meant unless expressly so stated, and any notice so required shall be deemed to be sufficient if given by depositing the same in the United States mail, postage prepaid, addressed to the person entitled thereto at his address as it appears on the records of the corporation, and such notice shall be deemed to have been given on the day of such mailing. Stockholders not entitled to vote shall not be entitled to receive notice of any meeting except as otherwise provided by Statute.

Whenever any notice whatever is required to be given under the provisions of any law, or under the provisions of the Certificate of Incorporation of the corporation or these By-Laws, a waiver thereof in writing, signed by the person or persons entitled to said notice or such person's duly authorized attorney or by telegraph, cable or other available method, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VI

AMENDMENTS

Except as otherwise provided by these By-laws, these By-Laws may be altered or repealed and By-Laws may be made at any annual meeting of the stockholders or at any special meeting thereof if notice of the proposed alteration or repeal or By-Law or By-Laws to be made be contained in the notice of such special meeting in accordance with the provisions of these By-laws, by the affirmative vote of a majority of the stock issued and outstanding and entitled to vote thereat, or by the affirmative vote of a majority of the Board of Directors, at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors, if notice of the proposed alteration or repeal, or By-Law or By-Laws to be made, be contained in the notice of such special meeting.

Dated: January 30, 2012

/s/ Frank J. Hariton
Frank J. Hariton, Sole Incorporator

Exhibit 4.1

SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT made as of this _____ day of _____ 2012 between

KOFFEE KORNER INC., a corporation organized under the laws of the State of Delaware with offices c/o Nazneen D'Silva 6560 Fannin Street, Suite 245, Houston, TX 77030 (the "**Company**"), and the undersigned (the "**Subscriber**" and together with each of the other subscribers in the Offering (defined below), the "**Subscribers**").

WHEREAS, the Company desires to issue up to $100,000 (100 Units) aggregate amount of units (a "**Unit**" and collectively, the "**Units**") in a private placement (the "**Offering**"), at a purchase price of $1,000 per Unit;

WHEREAS, each Unit shall consist of ten thousand (10,000) shares of Common Stock, par value $.0001 per share (the "**Shares**"); and

WHEREAS, the Subscriber is delivering simultaneously herewith a completed confidential investor questionnaire (the "**Questionnaire**"),

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants hereinafter set forth, the parties hereto do hereby agree as follows:

I. SUBSCRIPTION FOR UNITS AND REPRESENTATIONS BY AND COVENANTS OF SUBSCRIBER

1.1. **Subscription for Units.** Subject to the terms and conditions hereinafter set forth, the Subscriber hereby subscribes for and agrees to purchase from the Company such aggregate amount of Units as is set forth upon the signature page hereof; and the Company agrees to sell such Units to the Subscriber for said purchase price subject to the Company's right to sell to the Subscriber such lesser number of Units as the Company may, in its sole discretion, deem necessary or desirable. **The purchase price is payable by certified or bank checks made payable to "Koffee Korner Inc." and delivered contemporaneously with the execution and delivery of this Subscription Agreement to the Company's address set forth above.**

1.2. **Reliance on Exemptions.** The Subscriber acknowledges that this Offering has not been reviewed by the United States Securities and Exchange Commission ("**SEC**") or any state agency because of the Company's representations that this is intended to be a nonpublic offering exempt from the registration requirements of the Securities Act of 1933, as amended (the "**1933 Act**") and state securities laws. The Subscriber understands that the Company is relying in part upon the truth and accuracy of, and the Subscriber's compliance with, the representations, warranties, agreements, acknowledgments and understandings of the Subscriber set forth herein in order to

determine the availability of such exemptions and the eligibility of the Subscriber to acquire the Units.

1.3. **Investment Purpose.** The Subscriber represents that the Shares comprising the Units (the "**Securities**") are being purchased for his or her own account, for investment purposes only and not for distribution or resale to others in contravention of the registration requirements of the 1933 Act. The Subscriber agrees that it will not

sell or otherwise transfer the Securities unless they are registered under the 1933 Act or unless an exemption from such registration is available.

1.4. **Accredited Investor.** The Subscriber represents and warrants that he or she is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the 1933 Act, as indicated by its responses to the Questionnaire, and that it is able to bear the economic risk of any investment in the Units. The Subscriber further represents and warrants that the information furnished in the Questionnaire is accurate and complete in all material respects.

1.5. **RISK OF INVESTMENT. THE SUBSCRIBER RECOGNIZES THAT THE PURCHASE OF THE UNITS INVOLVES A HIGH DEGREE OF RISK INCLUDING, WITHOUT LIMITATION, ANY AND ALL RISKS DISCUSSED IN THIS SUBSCRIPTION AGREEMENT. AN INVESTMENT IN THE COMPANY AND THE UNITS MAY RESULT IN THE LOSS OF A SUBSCRIBER'S ENTIRE INVESTMENT.**

(a) Risk of Loss of Investment. An investment in the Company and the Units offered hereby involve a high degree of risk. An investment in the Units is suitable only for investors who can bear a loss of their entire investment.

(b) Value of Shares is Speculative. The terms of this offering have been determined arbitrarily by the Company. There is no relationship between such terms and the Company's assets, earnings, book value and/or any other objective criteria of value.

(c) Dependence on Net Proceeds; No Minimum Offering. The Company is wholly dependent upon the net proceeds of this Offering to fund its operations, as more specifically described elsewhere in this Subscription Agreement. There is no commitment by any person to purchase Units and there is no assurance that any number of Units will be sold. Additionally, there is no minimum amount of funds that are required to be raised in order for the Company to accept subscriptions received from investors and the Company's may terminate this Offering prior to the expiration of the Offering Period. There is no assurance that the Company will sell a sufficient number of Units in this Offering on a timely basis or that the net proceeds after payment of debts and other obligations will be adequate for the Company's needs.

(d) Need for Additional Capital; Additional Private Placement. The net proceeds raised by the Company from this Offering will be used immediately to fund the Company's current operations. The Company will therefore require significant additional financing shortly after this Offering, regardless of the net proceeds received, in order to satisfy its cash requirements. Upon completion of this offering, the Company intends to affect a registration on Form S-1, become a publicly traded entity and seek to raise additional funds in private placement transactions. However, there is no assurance that it will be able to do so in a timely manner or on terms that will enable it to enter its proposed business on a reasonable basis.

(e) Restrictions on Resale. The Units and the Shares, are "restricted" securities and may not be resold or otherwise transferred except pursuant to an effective registration statement or an exemption under the 1933 Act and applicable state or "blue sky" laws.

(f) Planned Expansion. While the Company has operated since July 2003, we intend to expand our operations and hire additional personnel. In connection with our expansion, we may experience the following:

- lack of sufficient capital:
- competition
- adverse effects of general economic conditions;
- uncertain market acceptance of our services;
- an intense and immediate need for additional personnel.

(g) Dependence upon the Company's Sole Officer and Director. The Company is wholly dependent upon Nazneen D'Silva, currently the sole officer and director of the Company, for the operations and success of the Company. The loss of her services would have a material adverse effect on the Company's business, financial condition and results of operations. The Company does not have an employment agreement with Nazneen D'Silva.

(h) Capital Structure of the Company. The following sets forth the capital structure of the Company prior to the sale of any Securities in this Offering.

(i) The Company has one hundred five million (105,000,000) authorized shares of capital stock consisting of (A) one hundred million (100,000,000) shares of Common Stock and five million (5,000,000) shares of blank check preferred stock.

(ii) The Company has 10,200,000 shares of Common Stock issued and outstanding as follows:

(A) Nazneen D'Silva – 10,000,000; and

(B) Frank J. Hariton – 200,000 Shares.

Mrs. D'Silva may reallocate a portion of her shares in the future.

(iii) The Company has no other securities currently issued and outstanding and there are no warrants, options or other securities outstanding that are convertible into or exercisable for any securities of the Company.

1.6 Summary of Proposed Business. The Company operates a coffee shop which it intends to expand. The Company will secure additional space, hire necessary personnel and seek to further expand its business. Based on management's assessment of the Company's operating history, the Company believes that it represents a legitimate business to its potential shareholders.

1.7 **Information.** The Subscriber acknowledges receipt and full and careful review and understanding of this Subscription Agreement with any exhibits thereto (the "**Offering Document**") and hereby represents that: (i) it has been furnished by the Company during the course of this transaction with all information regarding the Company which it has requested; and (ii) that it has been afforded the opportunity to ask questions of and receive answers from duly authorized officers of the Company concerning the terms and conditions of the Offering, and any additional information which it has requested.

1.8 **No Representations or Warranties.** The Subscriber hereby represents that, except as expressly set forth in the Offering Document, no representations or warranties have been made to the Subscriber by the Company or any agent, employee or affiliate of the Company and in entering into this transaction the Subscriber is not relying on any information other than that contained in the Offering Documents and the results of independent investigation by the Subscriber.

1.9 **Tax Consequences.** The Subscriber acknowledges that this Offering of the Units may involve tax consequences and that the contents of the Offering Documents do not contain tax advice or information. The Subscriber acknowledges that it must retain its own professional advisors to evaluate the tax and other consequences of an investment in the Units.

1.10 **Transfer or Resale.** The Subscriber understands that: (a) none of the Securities have been and are not being registered under the 1933 Act or any state securities laws; (b) the Securities may not be offered for sale, sold, assigned, pledged, transferred or otherwise disposed of (each a "**Disposition**") unless, prior to effecting any such Disposition (other than any transfer not involving a change in beneficial ownership) (i) there is in effect a registration statement under the 1933 Act covering the Disposition and the Disposition is made in accordance with such registration statement, or (ii) the Subscriber gives written notice to the Company of such Subscriber's intention to effect a Disposition and such notice shall describe the manner and circumstances of the proposed Disposition, and shall be accompanied by either (A) a written opinion of a legal counsel that a Disposition of the Securities may be made pursuant to an exemption from such registration, or (B) any other evidence reasonably satisfactory to counsel to the Company; and (C) the Company is under no obligation to register the Securities under the 1933 Act or any state securities laws or to comply with the terms and conditions of any registration exemption thereunder.

1.11 **Legends.** The Subscriber understands that the certificates or other instruments representing the Securities, until such time as they have been registered under the 1933 Act as contemplated by the Registration Rights Agreement, shall bear a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of such certificates or other instruments):

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS, OR (B) AN OPINION OF COUNSEL, IN A REASONABLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR APPLICABLE STATE SECURITIES LAWS.

The legend set forth above shall be removed and the Company shall issue a certificate or other instrument without such legend to the holder of the Securities upon which it is stamped, if (a) there is in effect a registration statement under the 1933 Act covering the Disposition and the Disposition is made in accordance with such registration statement or (b) if the Disposition of the Securities is completed in satisfaction of the requirements of Rule 144 of the 1933 Act.

1.12 **Validity; Enforcement.** If the Subscriber is a corporation, partnership, trust or other entity, the Subscriber represents and warrants that: (a) it is authorized and otherwise duly qualified to purchase and hold the Units; and (b) that this Subscription Agreement has been duly and validly authorized, executed and delivered and constitutes the legal, binding and enforceable obligation of the undersigned.

1.13 **Residency.** The Subscriber represents that its principal address is furnished at the end of this Subscription Agreement.

1.14 **Foreign Subscriber.** If the Subscriber is not a United States person, such Subscriber hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Units or any use of this Subscription Agreement, including: (a) the legal requirements within its jurisdiction for the purchase of the Units; (b) any foreign exchange restrictions applicable to such purchase; (c) any governmental or other consents that may need to be obtained; and (d) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale or transfer of the securities comprising the Units. Such Subscriber's subscription and payment for, and his or her continued beneficial ownership of the Units, will not violate any applicable securities or other laws of the Subscriber's jurisdiction.

1.15 **NASD Member.** The Subscriber acknowledges that if it is a Registered Representative of an NASD member firm, the Subscriber must give such firm notice required by the NASD's Rules of Fair Practice, receipt of which must be acknowledged by such firm on the signature page hereof.

1.16 **Confidential Information**. The subscriber acknowledges that the information contained in this Subscription Agreement and the related schedules and Exhibits, as well as any other information relating to the Company that has been provided to the Subscriber in connection with this Offering is the confidential and proprietary information of the Company. The Subscriber agrees that he shall not disclose any of said information to any other person,

except for his financial and legal advisors, who require such information to advise the Subscriber with respect to his contemplated investment, and in the event that the Subscriber does not invest in this Offering, he shall return all materials provided to him by the Company, including any copies thereof, to the Company.

II. REPRESENTATIONS BY THE COMPANY

The Company represents and warrants to the Subscriber, except as set forth in the disclosure schedules attached hereto:

2.1 **Organization and Qualification.** The Company and its "**Subsidiaries**" (which for purposes of this Subscription Agreement means any entity in which the Company, directly or indirectly, owns capital stock and holds a majority or similar interest) are duly organized and validly existing in good standing under the laws of the jurisdiction in which they were organized, and have the requisite power and authorization to own their properties and to carry on their business as now being conducted. Each of the Company and its Subsidiaries is duly qualified as a foreign corporation to do business and is in good standing in every jurisdiction in which its ownership of property or the nature of the business conducted by it makes such qualification necessary, except to the extent that the failure to be so qualified or be in good standing would not have a Material Adverse Effect. As used in this Subscription Agreement, "**Material Adverse Effect**" means any material adverse effect on the business, properties, assets, operations, results of operations or financial condition of the Company and its Subsidiaries, if any, taken as a whole, or on the transactions contemplated hereby, or by the other Offering Documents or the agreements and instruments to be entered into in connection herewith or therewith, or on the authority or ability of the Company to perform its obligations under the Offering Documents.

2.2 **Authorization; Enforcement; Validity.** The Company has the requisite corporate power and authority to enter into and perform its obligations under this Subscription Agreement and the Escrow Agreement and to perform its obligations under the Offering Document, and to issue the Securities in accordance with the terms of the Offering Document. The execution and delivery of the Offering Document by the Company and the consummation by the Company of the transactions contemplated by the Offering Documents, including without limitation the issuance of the Securities, have been duly authorized by the Company's board of directors and no further consent or authorization is required by the Company, its board of directors or its stockholders. The Offering Documents have been duly executed and delivered by the Company, and constitute valid and binding obligations of the Company enforceable against the Company in accordance with their terms, except as such enforceability may be limited by general principles of equity or applicable bankruptcy, insolvency, reorganization, moratorium, liquidation or similar laws relating to, or affecting generally, the enforcement of creditors' rights and remedies.

2.3 **Capitalization**. Prior to the Initial Closing, the authorized, issued and outstanding securities of the Company (including, but not limited to, all and/or other securities convertible into equity securities of the Company and all options and warrants, all of which are listed in

Section 1.1(i) of this Subscription Agreement. All of the issued and outstanding securities of the Company have been and are, or upon issuance will be duly authorized, validly issued, fully paid and non-assessable. Except as disclosed in Offering Document, (i) no shares of the Company's capital stock are subject to preemptive rights under Delaware law or any other similar rights or any liens or encumbrances suffered or permitted by the Company; (ii) there are no outstanding debt securities issued by the Company; (iii) there are no outstanding options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into or exchangeable for, any shares of capital stock of the Company or any of its Subsidiaries, or contracts, commitments, understandings or arrangements by which the Company or any of its Subsidiaries is or may become bound to issue additional shares of capital stock of the Company or any of its Subsidiaries or options, warrants, scrip, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into or exchangeable for, any shares of capital stock of the Company or any of its Subsidiaries; (iv) there are no agreements or arrangements under which the Company or any of its Subsidiaries is obligated to register the sale of any of their securities under the 1933 Act; (v) there are no outstanding securities of the Company or any of its Subsidiaries which contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Company or any of its Subsidiaries is or may become bound to redeem a security of the Company or any of its Subsidiaries; (vi) there are no securities or instruments containing anti-dilution or similar provisions that will be triggered by the issuance of the Securities as described in the Offering Documents; and (vii) the Company does not have any stock appreciation rights or "phantom stock" plans or agreements or any similar plan or agreement. All prior sales of securities of the Company were either registered under the 1933 Act and applicable state securities laws or exempt from such registration, and no security holder has any rescission rights with respect thereto.

2.4 **Issuance of Securities; Reservation.** The issuance, sale and delivery of the Securities have been duly authorized by all requisite corporate action by the Company and, upon issuance in accordance with the Offering Documents, shall be (a) duly authorized, validly issued, fully paid and non-assessable, (b) free from all taxes, liens and charges with respect to the issue thereof except that may be created by the Subscriber, and (c) entitled to the rights and preferences set forth in the Securities. Assuming (i) the accuracy of the information provided by the respective Subscribers in the Subscription Agreement and Questionnaire, and (ii) that all of the offerees and Subscribers are "accredited investors" as such term is defined in Rule 501 of Regulation D, the offer and sale of the Units pursuant to the terms of this Subscription Agreement are and will be exempt from the registration requirements of the 1933 Act and the rules and regulations promulgated thereunder. The Company is not disqualified from the exemption under Regulation D by virtue of the disqualification contained in Rule 507 thereof or otherwise.

2.5 **No Conflicts.** Except as set forth in the Offering Documents, the execution, delivery and performance of the Offering Documents by the Company, the consummation by the Company of the transactions contemplated by the Offering Documents, and the issuance of the Securities and performance by the Company of its obligations under the Offering Documents, will not (a) result in a violation of the Company's Certificate of Incorporation, any other

certificate of designations, preferences and rights of any outstanding series of preferred stock of the Company, or the Company's By-Laws, (b) conflict with, or constitute a default or an event which with notice or lapse of time or both would become a default under, or give to others any rights of termination, amendment, acceleration or cancellation of, any material agreement, note and/or other indebtedness, lease, license or instrument, or (c) result in a violation of any law, rule, regulation, order, judgment or decree (including federal and state securities laws and regulations and the rules and regulations of the NASD) applicable to the Company or any of its Subsidiaries or by which any property or asset of the Company or any of its Subsidiaries is bound or affected.

2.6 **Consents.** The Company is not required to obtain any consent, authorization or order of, or make any filing or registration with, any court or governmental agency or any regulatory or self-regulatory agency in order for it to execute, deliver or perform any of its obligations under or contemplated by the Offering Documents. Except as otherwise provided in the Offering Documents, all consents, authorizations, orders, filings and registrations which the Company is required to obtain pursuant to the preceding sentence have been obtained or effected on or prior to the date hereof. The Company and its Subsidiaries are unaware of any facts or circumstances which might prevent the Company from obtaining or effecting any of the foregoing.

2.7 **No General Solicitation.** None of the Company, its Subsidiaries, any of their affiliates, and any person acting on their behalf, has engaged in any form of general solicitation or general advertising (within the meaning of Regulation D under the 1933 Act) in connection with the offer or sale of the Securities.

2.8 **No Integrated Offering.** None of the Company, its Subsidiaries, any of their affiliates, and any person acting on their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security, under circumstances that would require registration of any of the Securities under the 1933 Act by causing this Offering of the Securities to be integrated with prior offerings by the Company for purposes of the 1933 Act or any applicable stockholder approval provisions, including without limitation, under the rules and regulations of any exchange or automated quotation system on which any of the securities of the Company are listed or designated, or otherwise. None of the Company, its Subsidiaries, their affiliates and any person acting on their behalf will take any action or steps referred to in the preceding sentence that would require registration of any of the Securities under the 1933 Act by causing the Offering of the Securities to be integrated with other offerings, or otherwise.

2.9 **Foreign Corrupt Practices.** Neither the Company, nor any of its Subsidiaries, nor any director, officer, agent, employee or other person acting on behalf of the Company or any of its Subsidiaries has, in the course of its actions for, or on behalf of, the Company, (a) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, (b) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or (c) made any

unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

2.10 **Absence of Litigation.** Except as set forth in the Offering Document, there is no action, suit, proceeding, inquiry or investigation before or by the NASD, any court, public board, government agency, self-regulatory organization or body, or arbitrator pending or, to the knowledge of the Company, threatened against the Company, the Common Stock or any of the Company's Subsidiaries or any of the Company's or the Company's Subsidiaries' officers or directors in their capacities as such.

2.11 **Tax Status.** Except as set forth in the Offering Document, the Company and each of its Subsidiaries has made or filed all federal and state income and all other tax returns, reports and declarations required by any jurisdiction to which it is subject, except when the failure to do so would not have a Material Adverse Effect, and has paid all taxes and other governmental assessments and charges that are material in amount, shown or determined to be due on such returns, reports and declarations or to the Company's knowledge otherwise due and payable, except those being contested in good faith and has set aside on its books reserves in accordance with GAAP reasonably adequate for the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be due by the taxing authority of any jurisdiction, and the officers of the Company know of no basis for any such claim.

2.12 **Securities Law Compliance.** The offer, offer for sale, and sale of the Units has not been registered with the SEC. The Units are to be offered, offered for sale and sold in reliance upon the exemptions from the registration requirements of Section 5 of the 1933 Act. The Company will conduct the Offering in compliance with the requirements of Regulation D under the 1933 Act, and the Company will file all appropriate notices of offering with the SEC.

2.13 **Title**. Except as set forth in or contemplated by the Offering Document, the Company has good and marketable title to all material properties and tangible assets owned by it, free and clear of all liens, charges, encumbrances or restrictions, except as such as are not significant or important in relation to the Company's business; all of the material leases and subleases under which the Company is the lessor or sublessor of properties or assets or under which the Company holds properties or assets as lessee or sublessee are in full force and effect, and the Company is not in default in any material respect with respect to any of the terms or provisions of any of such leases or subleases, and to the Company's knowledge no material claim has been asserted by anyone adverse to rights of the Company as lessor, sublessor, lessee or sublessee under any of the leases or subleases mentioned above, or affecting or questioning the right of the Company to continued possession of the leased or subleased premises or assets under any such lease or sublease. The Company owns, leases or licenses all such properties as are necessary to its operations as described in the Offering Documents.

2.14 **Intellectual Property Rights**. The Company and its Subsidiaries own or possess adequate rights or licenses to use all trademarks, trade names, service marks, service mark registrations, service names, patents, patent rights, copyrights, inventions, licenses, approvals,

governmental authorizations, trade secrets and rights necessary to conduct their respective businesses as now conducted, the lack of which could reasonably be expected to have a Material Adverse Effect. Except as set forth in the Offering Documents, to the Company's knowledge, none of the Company's trademarks, trade names, service marks, service mark registrations, service names, patents, patent rights, copyrights, inventions, licenses, approvals, government authorizations, trade secrets or other intellectual property rights have expired or terminated, or are expected to expire or terminate within two (2) years from the date of this Subscription Agreement, except where such expiration or termination would not have either individually or in the aggregate a Material Adverse Effect. The Company and its Subsidiaries do not have any knowledge of any infringement by the Company or its Subsidiaries of trademarks, trade name rights, patents, patent rights, copyrights, inventions, licenses, service names, service marks, service mark registrations, trade secrets or other similar rights of others, or of any such development of similar or identical trade secrets or technical information by others and, except as set forth in the Offering Document, no claim, action or proceeding has been made or brought against, or to the Company's knowledge, has been threatened against, the Company or its Subsidiaries regarding trademarks, trade name rights, patents, patent rights, inventions, copyrights, licenses, service names, service marks, service mark registrations, trade secrets or other infringement, except where such infringement, claim, action or proceeding would not reasonably be expected to have either individually or in the aggregate a Material Adverse Effect. Except as set forth in the Offering Document, the Company and its Subsidiaries are unaware of any facts or circumstances which might give rise to any of the foregoing. The Company and its Subsidiaries have taken reasonable security measures to protect the secrecy, confidentiality and value of all of their intellectual properties except where the failure to do so would not have either individually or in the aggregate a Material Adverse Effect.

2.15 **Registration Rights**. Except as set forth in the Offering Document, no person has any right to cause the Company to effect the registration under the 1933 Act of any securities of the Company.

2.16 **Brokers**. Neither the Company nor any of its officers, directors, employees or stockholders has employed any broker or finder in connection with the transactions contemplated herein.

2.17 **Disclosure**. None of the representations and warranties of the Company appearing in this Subscription Agreement or any information appearing in any Exhibit or Schedule hereto other than material which says it is a "belief" or "expectation" of the Company or similarly qualified, which statements the Company believes to the best of its knowledge as of the date hereof and at each Closing Date to be true and accurate in all material respects and not misleading), when considered together as a whole, contains, or on any Closing Date will contain, any untrue statement of a material fact or omits, or on any Closing Date will omit, to state any material fact required to be stated herein or therein in order for the statements herein or therein, in light of the circumstances under which they were made, not to be misleading.

III. TERMS OF SUBSCRIPTION

3.1 **Closing and Termination of Offering.** Provided that the required conditions to closing set forth in **Article V** and **Article VI** hereof have been satisfied or waived, a closing (the "**Initial Closing**") shall take place at the offices of the Company as set forth herein or at such place as may otherwise be agreed to by the Company within 30 days of the receipt of the first cleared subscriber's funds. The Company may consummate subsequent closings of the Offering, upon mutual agreement only, each of which shall be subject to satisfaction or waiver of the conditions to closing set forth in **Article V** and **Article VI** hereof, and each of which shall be deemed a "**Closing**" hereunder. The date of the last closing of the Offering is hereinafter referred to as the "**Final Closing**" and the date of any Closing hereunder is hereinafter referred to as a "**Closing Date**." The offering period for the Offering shall commence on the day the Offering Document is first delivered to prospective Subscribers by the Company for delivery in connection with the offering for sale of the Units and shall continue until the earlier to occur of: (i) the sale of the all of the Units being offered pursuant to this Offering; and (ii) 5:00 p.m. (New York City Time), March 31, 2012; provided, however, that (A) if all of the Units have not been sold on or prior to March 31, 2012, this Offering may be extended for an additional ninety (90) days by the Company in its sole discretion and (B) this Offering may be terminated prior to March 31, 2012, upon the sole action of the Company. The day that the Offering Period terminates is hereinafter referred to as the "**Termination Date**."

3.2 **Certificates.** The Subscriber hereby authorizes and directs the Company, upon each closing of the Offering, to (i) deliver the certificates representing the Shares (the "**Stock Certificates**") to be issued to such Subscriber pursuant to this Subscription Agreement to the Subscriber's address indicated in the Questionnaire, by thirty (30) days after the applicable Closing Date.

IV. COVENANTS

4.1 **Form D and Blue Sky.** The Company shall file a Form D with respect to the Units as required under Regulation D under the 1933 Act and, upon written request, provide a copy thereof to the Subscriber promptly after such filing. The Company shall, on or before the Closing, take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for or to qualify the Units for sale to the Subscriber pursuant to this Subscription Agreement under applicable securities or "Blue Sky" laws of the states of the United States, and shall provide evidence of any such action so taken to the Subscriber on or prior to the Closing. The Company shall make all filings and reports relating to the offer and sale of the Securities required under applicable securities or "Blue Sky" laws of the states of the United States following the Closing.

4.2 **Use of Proceeds.** The Company shall only use the net proceeds from the sale of the Units for the following purposes:

(a) To pay the expenses of the Offering, including, but not limited to legal and accounting fees;

(b) To fund the costs of a Securities Act Registration Statement; and

(c) Working capital requirements.

V. CONDITIONS TO CLOSING IN FAVOR OF THE COMPANY

The obligation of the Company hereunder to issue and sell Units to the Subscriber at the Closing is subject to the satisfaction, at or before the Closing, of each of the following conditions, provided that these conditions are for the Company's sole benefit and may be waived by the Company at any time in its sole discretion by providing the Subscriber with prior written notice thereof:

5.1 **Offering Documents.** The Subscriber shall have executed a Questionnaire, a Subscription Agreement and delivered the same to the Company.

5.2 **Purchase Price.** The Subscriber shall have paid the purchase price for the Units being purchased by the Subscriber at the Closing in the manner set forth in **Section 1.1**.

5.3 **Representations and Warranties.** The representations and warranties of the Subscriber shall be true and correct in all material respects as of the date when made and as of the Closing as though made at that time, and the Subscriber shall have performed, satisfied and complied in all material respects with the covenants, agreements and conditions required by this Subscription Agreement to be performed, satisfied or complied with by the Subscriber at or prior to the Closing.

5.4 **Other Matters.** All opinions, certificates and documents and all proceedings related to this Offering shall be in form and content reasonably satisfactory to the Company and its legal counsel.

VI. CONDITIONS TO CLOSING IN FAVOR OF THE SUBSCRIBER

The obligation of the Subscriber hereunder to purchase the Units is subject to the satisfaction, at or before the Closing, of each of the following conditions, provided that these conditions are for the Subscriber's sole benefit and may be waived by the Subscriber at any time in its sole discretion by providing the Company with prior written notice thereof:

6.1 **Offering Documents.** The Company shall have executed and delivered to the Subscriber each of the Offering Documents to which its signature is required.

6.2 **Representations and Warranties.** The representations and warranties of the Company shall be true and correct as of the date when made and as of the Closing as though made at that time (except for representations and warranties that reference a specific date which shall have been true and correct in all material respects as of such date), and the Company shall have performed, satisfied and complied in all respects with the covenants, agreements and conditions required by the Offering Documents to be performed, satisfied or complied with by the Company at or prior to the Closing.

VII. RIGHTS OF TERMINATION

7.1 **Termination by Subscriber or Company.** This Subscription Agreement may be terminated at any time prior to the Closing: (a) by mutual written consent of the parties hereto; or (b) by the Company or the Subscriber upon written notice to the other party if any court or governmental authority of competent jurisdiction shall have issued a final, non-appealable order restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by this Subscription Agreement. Termination of this Subscription Agreement under this **Section 7.1** shall result in this Subscription Agreement becoming void and of no further force and effect, except that a termination shall not release, or be construed as so releasing, any party hereto from any liability or damage to the other party hereto arising out of the breaching party's willful and material breach of the warranties and representations made by it, or willful and material failure in performance of any of its covenants, agreements, duties or obligations provided hereunder, and the obligations under **Section 8.8** shall survive such termination.

VIII. MISCELLANEOUS

8.1 **Notice.** Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Subscription Agreement must be in writing and will be deemed to have been delivered: (a) upon receipt, when delivered personally, (b) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party), or (c) one (1) business day after deposit with an overnight courier service, in each case properly addressed to the party to receive the same. The addresses and facsimile numbers for such communications shall be:

If to the Company at the address set forth in the first paragraph of this agreement, Attn. Nazneen D'Silva President and CEO.

If to the Subscriber, to its address and facsimile number set forth at the end of this Subscription Agreement, or to such other address and/or facsimile number and/or to the attention of such other person as specified by written notice given to the Company five (5) days prior to the effectiveness of such change.

Written confirmation of receipt (a) given by the recipient of such notice, consent, waiver or other communication, (b) mechanically or electronically generated by the sender's facsimile machine containing the time, date, recipient facsimile number and an image of the first page of such transmission, or (c) provided by an overnight courier service shall be rebuttable evidence of personal service, receipt by facsimile or receipt from an overnight courier service in accordance with clauses (a), (b) or (c) above, respectively.

8.2 **Entire Agreement; Amendment.** This Subscription Agreement supersedes all other prior oral or written agreements between the Subscriber, the Company, their affiliates and persons acting on their behalf with respect to the matters discussed herein, and this Subscription

Agreement and the instruments referenced herein contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the Company nor the Subscriber makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Subscription Agreement may be amended or waived other than by an instrument in writing signed by the Company and each Noteholder.

8.3 **Severability.** If any provision of this Subscription Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Subscription Agreement in that jurisdiction or the validity or enforceability of any provision of this Subscription Agreement in any other jurisdiction.

8.4 **Governing Law; Jurisdiction.** This Agreement shall be governed by and construed solely in accordance with the internal laws of the State of Texas with respect to contracts executed, delivered and to be fully performed therein, without regard to the conflicts of laws principles thereof. The parties hereto hereby expressly and irrevocably agree that any suit or proceeding arising under this Agreement or the consummation of the transactions contemplated hereby, shall be brought solely in a federal or state court located in the City and County of Houston, State of Texas. By its execution hereof, Company and Subscriber hereby expressly and irrevocably submits to the in personam jurisdiction of the federal and state courts located in the City, County and State of Texas and agree that any process in any such action may be served upon him or her personally, or by certified mail or registered mail upon such party or such agent, return receipt requested, with the same full force and effect as if personally served upon such party in Houston, Texas. The parties hereto each waive any claim that any such jurisdiction is not a convenient forum for any such suit or proceeding and any defense or lack of *in personam* jurisdiction with respect thereto. In the event of any such action or proceeding, the party prevailing therein shall be entitled to payment from the other party hereto of its reasonable counsel fees and disbursements.

8.5 **Headings.** The headings of this Subscription Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Subscription Agreement.

8.6 **Successors And Assigns.** This Subscription Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including any purchasers of the Units. The Company shall not assign this Subscription Agreement or any rights or obligations hereunder. Subscriber may assign some or all of its rights hereunder without the consent of the Company, provided, however, that any such assignment shall not release the Subscriber from its obligations hereunder unless such obligations are assumed by such assignee and the Company has consented to such assignment and assumption, which consent shall not be unreasonably withheld.

8.7 **No Third Party Beneficiaries.** This Subscription Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

8.8 **Survival.** The representations and warranties of the Company and the Subscriber contained in **Article I** and **Article II** and the agreements set forth this **Article VIII** shall survive the Closing for a period of twelve (12) months.

8.9 **Further Assurances.** Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Subscription Agreement and the consummation of the transactions contemplated hereby.

8.10 **No Strict Construction.** The language used in this Subscription Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

8.11 **Legal Representation.** The Subscriber acknowledges that: (a) it has read this Subscription Agreement and the exhibits hereto; (b) it understands that the Company has been represented in the preparation, negotiation, and execution of this Subscription Agreement by Frank Hariton, Esq., counsel to the Company; (c) it has either been represented in the preparation, negotiation, and execution of this Subscription Agreement by legal counsel of its own choice, or has chosen to forego such representation by legal counsel after being advised to seek such legal representation; and (d) it understands the terms and consequences of this Subscription Agreement and is fully aware of its legal and binding effect.

8.12 **Confidentiality.** The Subscriber agrees that it shall keep confidential and not divulge, furnish or make accessible to anyone, the confidential information concerning or relating to the business or financial affairs of the Company contained in the Offering Documents to which it has become privy by reason of this Subscription Agreement.

8.13 **Counterparts.** This Subscription Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile signature.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties have executed this Subscription Agreement as of the date first written above.

SUBSCRIBER **	**CO-SUBSCRIBER** **
Signature of Subscriber	Signature of Co-Subscriber
Name of Subscriber [please print]	Name of Co-Subscriber [please print]
Address of Subscriber	Address of Co-Subscriber
Social Security or Taxpayer Identification Number of Subscriber	Social Security or Taxpayer Identification Number of Co-Subscriber

Name of Holder(s) as it should appear on the security certificates* [please print]

* Please provide the exact names that you wish to see on the certificates

(1) For individuals, print full name of subscriber.
(2) For joint, print full name of subscriber and all co-subscribers.
(3) For corporations, partnerships, LLC, print full name of entity, including "&," "Co.," "Inc.," "etc," "LLC," "LP,"etc.
(4) For Trusts, print trust name (please contact your trustee for the exact name that should appear on the certificates.)

Dollar Amount of Units Subscribed For: $_____

Dollar Amount of Units
Subscription Accepted: $_____

SUBSCRIPTION ACCEPTED BY THE COMPANY

KOFFEE KORNER INC.

By:_____
Nazneen D'Silva, President & CEO

**If Subscriber is a Registered Representative with an NASD member firm or an affiliated person of an NASD member firm, have the acknowledgment to the right signed by the appropriate party:

The undersigned NASD Member firm acknowledges receipt of the notice required by Rule 3040 of the NASD Conduct Rules.

Name of NASD Member Firm

By:_____
Authorized Officer

Exhibit 10.1

FIRST AMENDMENT TO RETAIL LEASE AGREEMENT

This First Amendment to Lease (the "Amendment") is made and entered into as of the 29th day of January, 2007 by and between TMH MEDICAL OFFICE BUILDINGS, a Texas non-profit corporation ("Landlord") and NAZNEEN D'SILVA, successor TO ESPRESSO COFFEE COMPANY, INC. ("Tenant").

WHEREAS, Landlord and Tenant are parties to that certain Retail Lease Agreement dated January 10, 2003, Declaration of Commencement Letter dated March 20, 2003, and Landlord Consent to Assignment and Assumption dated July 1, 2003 (collectively the "Lease") for space containing 630 square feet described as Suite 245 on the second (2nd) floor (the "Premises") of the building commonly known as Scurlock Tower, and the address of which is 6560 Fannin Street, Houston, Harris County, Texas 77030 (the "Building"); and

WHEREAS, in accordance with Exhibit "E" of the Lease, Tenant was granted the right to renew the Term of the Lease for one (1) additional period of five (5) years; and

WHEREAS, by Letter dated September 21, 2007, Tenant exercised its right to renew by delivering written notice to Landlord; and

WHEREAS, the parties hereto desire to extend the Term of the Lease; and

WHEREAS, Landlord's Architect has re-measured the Building in accordance with BOMA (Building Owners and Managers Association) International standards, the parties hereto desire to amend the square footage of the Existing Premises; and

WHEREAS, parties hereto desire to amend the Lease all on the terms and conditions hereinafter set forth:

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Name of Tenant: Effective as of the date of this Amendment, the name of Tenant as defined in the Lease shall be KOFFEE KORNER, INC. (the "Tenant").

2. Premises. Effective March 1, 2008, the Commencement Date of the Extension Term as defined herein, the square footage of the Premises shall increase due to the remeasurement of the Building in accordance with BOMA ("Building Owners and Managers Association") Standards. Therefore, on the Commencement Date as defined herein, the Premises shall contain 638 square feet.

3. Term. The "Term" as defined in the Lease shall be extended for a period of sixty (60) months (the "Extension Term") commencing on March 1, 2008 (the "Commencement Date") and expiring on February 29, 2013 (the "Expiration Date").

Tenant_____ Landlord_____

4. Rent. Effective on the Commencement Date and during the Extension Term as herein defined, Tenant shall pay to Landlord on or before the first day of each month as rent ("Rent") for such month the total of (i) One Thousand Eighty-Nine and 92/100 Dollars ($1,089.92) ("Base Rent"), and (ii) Tenant's Portion of Operating Expenses for such month, as defined in the Lease. All Rent payments shall be payable by Tenant in accordance with the terms of the Lease, and any partial calendar month shall be prorated.

5. Improvements to Premises. Tenant hereby agrees to accept the Premises in their existing condition (on an "as is" basis). Any and all improvements to the Premises shall be at Tenant's sole cost and expense.

6. Definitions. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Lease.

This Amendment sets forth the entire agreement between the parties hereto and there have been no additional oral or written representation or agreements. Except as modified or amended herein, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the day and year first above written;

TENANT	LANDLORD
KOFFEE KORNER, INC., a Texas corporation	TMH MEDICAL OFFICE BUILDINGS, a Texas Non-Profit Corporation
By: _____ Name: Nazneen D'Silva Title: President Date: _____	By: _____ Name: Noel R. Rainey Title: President, CEO Date: 2-13-07

KOFFEE KORNER INC
6560 Fannin #245
Houston Tx 77030

January 21, 2007

Ms Samantha Marshall
Lease Administrator
Methodist Medical Office Buildings
6560 Fannin #201
Houston Tx 77030

Re: Written notice for Lease renewal, lease dated Jan 10, 2003 between TMH & Espresso Coffee Company

Dear Ms Marshall,

As per exhibit E of the above referenced lease, please treat this as my written notice to exercise the renewal option.

Also would request my company status be changed to "Tenant" from "Assignee", and if applicable, a new lease.

We have immense gratitude towards the owners of TMH and the property management staff, for their courteous ways and prompt actions in resolving maintenance issues. We also take pride to be an amenity in the prestigious "SCURLOCK TOWERS", and look forward to serve tenants and visitors in times to come.

Kindly do the needful at your end, to initiate this process.

Assuring you our best,

Sincerely,

Nazneen Dsilva
Koffee Korners Inc

LANDLORD CONSENT TO ASSIGNMENT AND ASSUMPTION

This Consent is entered into as of the 1st day of July, 2003, by TMH MEDICAL OFFICE BUILDNGS, a Texas non-profit corporation, ("Landlord"), and ESPRESSO COFFEE CORPORATION, a Florida corporation, ("Assignor" and "Guarantor") and NAZNEEN D'SILVA, an individual, ("Assignee").

A. Assignor and Assignee have entered into that certain agreement ("Assignment Agreement") attached hereto as Exhibit "A" whereby Assignor assigned all of its right, title and interest in and to that certain Lease dated January 10, 2003 (the "Lease") by and between Landlord and Espresso Coffee Corporation, for those certain premises located in the Building know as Scurlock Tower (the "Building"), as more particularly described in the Lease and in the Assignment Agreement;

B. Assignor and Assignee have requested Landlord's consent to the Assignment Agreement and the transaction described therein;

C. Landlord has agreed to give such consent upon the terms and conditions contained in this Consent.

THEREFORE, in consideration of the foregoing preamble which by this reference are incorporated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord, Assignor and Assignee agree and represent as follows:

1. Representations. Assignor hereby represents and warrants that Assignor (i) has full power and authority to assign its entire right, title, and interest in the Lease to Assignee, (ii) has not transferred or conveyed its interest in the Lease to any person or entity collaterally or otherwise; (iii) has full power and authority to enter into the Assignment Agreement with this Consent; and (iv) has assigned the Security Deposit, if any, as described in Section 7 of the Lease, to Assignee, and Assignor has full power and authority to do the same. Assignee hereby represents and warrants that Assignee has full power and authority to enter into the Assignment Agreement and this Consent.

2. Release Terms. Nothing contained in the Assignment Agreement or this Consent shall be construed as relieving or releasing the Assignor from any of its obligations under the Lease, and it is expressly understood that the Assignor shall remain liable for such obligations notwithstanding the subsequent assignment(s), sublease(s), transfer(s), of the interest of the tenant under this Lease.

3. Review Fee. Assignor shall pay to Landlord the sum of $100.00 in consideration for Landlord's review and preparation of this Consent.

c:Lndlordconsnt

LANDLORD CONSENT TO ASSIGNMENT AND ASSUMPTION

4. Landlord's Consent. In reliance upon the agreements and representations contained in this Consent, Landlord hereby consents to this Transfer. This Consent shall not constitute a waiver of the obligation of the tenant under the Lease to obtain the Landlord's consent to any subsequent assignment, sublease or other transfer under the Lease, no shall it constitute a waiver of any existing defaults under the Lease.

5. Notice Address. Any notices to Assignee shall be effective when served to Assignee at the Premises in accordance with the terms of the Lease. From and after the effective date of the Assignment, notices to Assignor shall be served at the following address:

Mr. Pete Osgard
President
315 West Forsyth Street
Jacksonville, Florida 32202

6. Counterparts. This Consent may be executed in counterparts and shall constitute an agreement binding on all parties that all parties are not signatories to the original of the same counterpart provided that all parties are furnished a copy or copies thereof reflecting the signature of all parties.

IN WITNESS WHEREOF, Landlord, Assignor and Assignee have executed this Consent on the day and year first above written.

LANDLORD:

TMH MEDICAL OFFICE BUILDNGS, a Texas non-profit corporation

By: _____

Name: Byron Burnett

Title: President/CEO

ASSIGNOR:

ESPRESSO COFFEE CORPORATION,
a Florida corporation

By: _____

Name: Pete Osgard

Title: President

ASSIGNEE:

NAZNEEN D'SILVA;
an individual

By: _____

Name: Nazneen D'Silva

Title: Individual

c:Lndlordconsnt

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS AGREEMENT AND ASSUMPTION OF LEASE (the "Agreement") is made effective as of the 1st day of July, 2003 (the "Effective Date") by and among ESPRESSO COFFEE COMPANY, INC., a Florida corporation, ("Assignor"), and NAZNEEN D'SILVA, an individual, ("Assignee").

RECITALS

A. Assignor is the Tenant under that certain Lease (the "Lease"), with TMH MEDICAL OFFICE BUILDINGS, a Texas non-profit corporation, ("Landlord") a description of which is set forth on Exhibit "A" and a copy of which is attached to Exhibit "A", and specifically incorporated herein for all purposes;

B. Assignor desires to assign, transfer and convey the right, title and interest into and under the Lease to Assignee upon and subject to the terms hereinafter set forth;

C. Assignee desires to accept the assignment of the right, title and interest of Assignor into and under the Lease and to assume the obligations and liabilities of Assignor thereunder upon and subject to the terms hereinafter set forth;

E. Assignor and Assignee hereby execute and deliver this Agreement upon the condition precedent that the Landlord shall approve and consent to this Agreement in writing.

NOW THEREFORE, in consideration of One Dollar and No/100 ($1.00) in hand paid by Assignee to Assignor, and for other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all of the rights, title and interest in, to and under the Lease and to have and hold the same unto Assignee, its successors and assigns, subject to the terms hereof and the terms, covenants and conditions contained in the Lease, effective as of the Effective Date.

2. Assumption. Assignee hereby accepts the Assignment of Lease from Assignor and hereby assumes and agrees to observe and perform directly to Landlord under the Lease all of the obligations, terms covenants and conditions thereof to be performed by Assignor thereunder from and after the Effective Date.

ASSIGNOR P.O. ASSIGNEE

3. Guaranty of Assignor. Assignor hereby unconditionally guarantees to Landlord, its successors or assigns, the prompt and complete performance of all of the obligations of Assignee now, or in the future, under the Lease and all of warranties, representations and covenants made by or imposed under the Lease. Assignor agrees upon the failure, refusal or neglect of Assignee to fulfill any obligation or covenant or maintain in effect any condition or covenant imposed under the Lease, Assignor will immediately do so within ten (10) days upon receipt of Landlord's written notice.

4. Electrical Usage and Meter: Both Assignor and Assignee hereby acknowledge that the Premises, as described in the Lease, and the space located next to the Premises known as Suite 240 currently occupied by another tenant, Audrey Fahlberg, Inc., ("Other Tenant"), are supplied electricity by the main electrical panel of the Building and one (1) electrical meter records the electrical usage of the Premises and Suite 240. Assignor and Assignee hereby acknowledge that the one (1) electrical meter is in the Other Tenant's name and the Other Tenant is responsible for the payment of such electrical usage to the electrical provider.

Assignee and Assignor hereby agree to pay the Other Tenant for its portion of the electrical usage in the amount of fifty-two percent (52%) of each monthly electrical bill within five (5) days of receipt of a bill or notice from the Other Tenant. Provided that Assignee or Assignor fail to pay the Other Tenant for its portion of the electrical usage, then the Other Tenant shall have the right, but not the obligation, to segregate both the Premises and Suite 240 and install one (1) additional separate meter to record the electrical usage in Suite 240.

5. Broker: Assignor and Assignee each warrant, represent and recognize that it has dealt with no broker with respect to this Agreement or the Lease. Each of Assignor or Assignee agrees to indemnify and hold harmless the other party from any and against all claims for brokerage or commission on account of this Agreement arising out of dealings with the party from the indemnification is sought.

6. Indemnification. Assignor hereby agrees to indemnify and hold Assignee harmless from and against any and all loss, costs, damages or expenses (including reasonable attorney's fees) which Assignee might incur or pay as a result of claims arising under the Lease prior to the Effective Date. Assignee hereby agrees to indemnify and hold Assignor harmless from and against any and all loss, costs, damages, or expenses (including reasonable attorney's fees) which Assignor might incur or pay as a result of claims arising under the Lease from and after the Effective Date. This Paragraph 4 shall expressly survive a termination of this Agreement.

ASSIGNOR P.O. ASSIGNEE AF

7. Amendments. This Agreement may not be changed or terminate orally or in any manner other than by agreement in writing and signed by the party against whom enforcement of the change or termination is sought.

8. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

9. Counterparts. This Agreement may be executed in any number of counterparts each of which when executed shall constitute an original, but all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the 1st day of Dec., 2003.

ASSIGNOR:

ESPRESSO COFFEE COMPANY, INC., a Florida corporation

By: _____

Name: TOS OSGARD

Title: PRES.

ASSIGNEE:

NAZNEEN D'SILVA, an individual

By: _____

Name: Nazneen D'silva

Title: Individual

C:Scurlock.Espress.Coffee.Assignment.of.Lease

ASSIGNMENT AND ASSUMPTION OF LEASE
Exhibit "A"
Copy of Lease Agreement

DECLARATION OF
COMMENCEMENT OF LEASE

WHEREAS, TMH Medical Office Buildings, a Texas non-profit Corporation, (hereinafter referred to as "Landlord"), and Espresso Coffee Company, Inc., (hereinafter referred to as "Tenant"), did enter into a Lease covering Premises of approximately 630 square feet located in the Scurlock Tower at 6560 Fannin, Suite 245, Houston, Texas 77030, and

NOW THEREFORE, Landlord and Tenant do agree that the Premises were delivered to Tenant as required. Landlord and Tenant hereby agree as follows:

1. The "Commencement Date" as defined in the Lease shall be March 14, 2003.
2. The stated Lease Term shall expire on March 31, 2008.
3. Rental shall commence and be due and payable on March 14, 2003.

Agreed and accepted this 20th day of March, 2003.

TENANT

Espresso Coffee Company, Inc.

By: _____

Name: PETE OGARD

Title: PRES.

LANDLORD

TMH Medical Office Buildings

By: _____

Name: Byron Burnett

TMH MEDICAL OFFICE BUILDINGS

SCURLOCK TOWER

RETAIL LEASE AGREEMENT

This Retail Lease Agreement is made this 10th day of January, 2003 between **TMH MEDICAL OFFICE BUILDINGS, a Texas nonprofit corporation** (hereinafter referred to as "Landlord") and **ESPRESSO COFFEE COMPANY, INC., a Florida corporation** (hereinafter referred to as "Tenant");

WITNESSETH:

In consideration of the mutual covenants set forth herein, Landlord and Tenant hereby agree as follows:

Section 1. PREMISES

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord for the Rent and on the terms and conditions hereinafter set forth, the Premises which shall consist of 630 square feet of space at the location designated as the "Premises" on Exhibit "A" attached hereto known as Suite 245 located on the Second (2nd) Floor of the professional office tower known as Scurlock Tower (hereinafter referred to as "Building") located at 6560 Fannin and on a tract of land containing approximately 0.7741 acres situated at the northeast corner of the block bounded by Fannin Street, Dryden Road, Main Street and University Boulevard Houston, Harris County, Texas (hereinafter referred to as "Land").

Section 2. TERM

This Lease shall be in force for a sixty (60) month term beginning on the 1st day of March, 2003, (hereinafter referred to as "Commencement Date") and ending on the 28th day of February, 2008, unless sooner terminated in accordance with this Lease. Landlord shall have no liability for any delay in the Premises becoming available for Tenant after said Commencement Date, whether caused by holding over by a prior Tenant or otherwise, but in such event the Commencement Date shall be delayed until the Premises are available to Tenant and the expiration date shall be extended by an equal amount of time in order to give effect to the full duration of the term.

Please see Renewal Option in Exhibit "E", Additional Provisions

Section 3. RETAIL USE

The Premises may be used for a gourmet coffee house, serving coffee, ice drinks and various pastries, and shall not be used for any other purpose.

Section 4. RENT

Tenant shall pay to Landlord at the address for Landlord provided herein on or before the first day of each month during the term as Rent for such month the total of (i) $1,076.25 ("Base Rent") and (ii) Tenant's Portion of the Operating Expenses for such month, determined in accordance with Exhibit "B" attached

hereto. In addition to the amounts set forth in (i) and (ii) of this Section 4, and as a portion of the Rent, Tenant shall pay to Landlord the Percentage Rent referred to in Section 5 hereof.

Section 5. PERCENTAGE RENT

The Percentage Rent which shall be paid by Tenant under this Lease, and the times of payment of the Percentage rent, are set forth in Exhibit "C" of this Lease.

Section 6. TENANT'S RECORDS AND STATEMENT OF GROSS SALES

The business of Tenant and of any subtenant, licensee or concessionaire upon the Premises shall be operated so that a duplicate dated sales slip, dated invoice or dated cash register receipt, serially numbered, shall be issued with each sale or transaction, whether for cash, credit or exchange, and Tenant shall utilize or cause to be utilized, cash registers equipped with sealed continuous totals or such other devices for controlling sales as Landlord shall approve to record all sales. Furthermore, Tenant shall keep at all times during the term, at the Premises or at the general office of tenant in Harris County, Texas, full, complete and accurate books of accounts and records in accordance with accepted accounting practices with respect to all operations of the business to be conducted in or from the Premises, including the recording of Gross Sales (as defined in Exhibit "C" hereto) and the receipt of all merchandise into and the delivery of all merchandise from the Premises during the Term, and shall retain such books and records, copies of all tax reports and tax returns submitted to taxing authorities, as well as copies of contracts, vouchers, checks, inventory records, dated cash register tapes and other documents and papers in any way relating to the operation of such business for at least three (3) years from the end of the period to which they are applicable, or, if any audit is required or a controversy should arise between the parties hereto regarding the rent payable hereunder, until such audit or controversy is terminated even though such retention period may be after the expiration of the term or earlier termination of this Lease. Such books and records shall be open at all reasonable times during the aforesaid retention period to the inspection of Landlord or its duly authorized representatives, who shall have full and free access to such books and records and the right to require of Tenant, its agents and employees, such information or explanation with respect to such books and records as may be necessary for a proper examination and audit thereof. The annual statements provided for in Exhibit "C" to this Lease shall be accompanied by the signed opinion of the independent certified public accountant stating specifically that he has read the definition of "Gross Sales" contained in this Lease, that he has examined the report of Gross Sales of such Lease Year (as defined in Exhibit "C" hereto), that his examination included such tests of Tenant's books and records as he considered necessary under the circumstances, and that such report accurately presents the Gross Sales of such Lease year. Landlord shall be permitted to divulge the contents of any of the statements provided for in Exhibit "C" to this Lease if such disclosure is in connection with any financing arrangements or assignments of Landlord's interest in the Premises or in connection with any administrative or judicial proceedings in which Landlord is involved and in which Landlord may be required to divulge such information. The quarterly and annual statements required in Exhibit "C" to this Lease shall be delivered to Landlord at the place to which notices are to be sent to Landlord pursuant to Section 25 hereof. The acceptance by the Landlord of payments of Percentage Rent shall be without prejudice to the Landlord's rights to an examination of the Tenant's books, records and accounts, in order to verify the amount of Gross Sales. Landlord may at any reasonable time, upon three (3) days' prior written notice to Tenant, cause a complete audit to be made of Tenant's entire books, records and other documents relating to the Premises (including the books and records of any subtenant, licensee or concessionaire) for all or any part of the three-year period immediately preceding the day of the giving of such notice by Landlord to Tenant. If such audit shall disclose that any of Tenant's quarterly or annual statements of Gross Sales understates Gross Sales made during the reporting period of the statement to the extent of three percent (3%) or more, Tenant shall pay to Landlord as additional rent within ten (10) days after demand the cost of said audit in addition to the deficiency in Percentage Rent, which deficiency shall be payable in any event together with interest thereon at the rate of ten percent (10%) per annum.

Section 7. SECURITY DEPOSIT

Tenant has deposited with Landlord **$1,076.25** as a security deposit for the performance of Tenant's obligations hereunder. Upon the expiration or termination of this Lease, Landlord shall refund to Tenant the Security Deposit less the portion thereof required to discharge any obligations of Tenant to Landlord that remain discharged at that time.

Section 8. LANDLORD IMPROVEMENTS.

The Premises shall be delivered to Tenant by Landlord in their existing condition and Tenant agrees to accept the Premises on an "as is", "where is" basis. Landlord shall have no obligation to construct any improvements or Tenant Improvements to the Premises. Any and all improvements or Tenant Improvements to the Premises shall be at Tenant's sole cost and expense.

Section 9. TENANT IMPROVEMENTS

Tenant Improvements are all improvements constructed in the Premises. The Tenant Improvements shall include, but shall be limited to all floor coverings, wall coverings, interior partitions, ceiling and lighting fixtures, furniture and fixtures, plumbing, hot water heater, heating, ventilating and air conditioning system and any signs permitted pursuant to Section 40 hereof. Tenant shall, at its sole cost and expense, construct the Tenant Improvements in the Premises in accordance with the procedures hereinafter set forth. Within thirty (30) days after the date of this Lease, Tenant shall furnish to Landlord the following: (hereinafter referred to as the "Tenant Plans"); (i) partitions and other improvements to be constructed by Tenant in the Premises with spaces designated as "Sales", "Storage", "Offices", "Toilets" and other similar designations, together with such other detailed descriptions as Landlord may require; (ii) complete information covering any special exhaust systems to be required in the Premises; and (iii) a complete lighting plan layout showing the location and wattage of all fixtures, together with a detailed interior layout plan showing merchandising fixtures and lighting thereof. Within thirty (30) days after the delivery of the Tenant Plans by Tenant to Landlord, Landlord shall either notify Tenant in writing of Landlord's approval of the Tenant Plans, or notify Tenant in writing of Landlord's disapproval of Tenant Plans, which notification shall set forth in reasonable detail the changes to such Tenant Plans required for approval by Landlord. If Landlord so notifies Tenant of Landlord's disapproval of the Tenant Plans, then Tenant shall revise the Tenant Plans in accordance with Landlord's requirements and submit the revised Tenant Plans to Landlord for review in the manner set forth above. Tenant shall complete the construction of the Tenant Improvements in the Premises in accordance with the Tenant Plans prior to the Commencement Date or within ninety (90) days after the date Landlord approves the Tenant Plans, whichever is later. All workmen, artisans and contractors employed in constructing the Tenant Improvements shall be obtained through or specifically approved by Landlord prior to the commencement of any work in the Premises.

Section 10. LANDLORD'S SERVICES

Landlord, in accordance with its Standard Building procedures in effect from time to time, shall furnish the Premises with water for normal office use and hot and chilled water service during the normal business hours of the majority of the tenants occupying space in the Building. Landlord shall not be liable for any damages directly or indirectly resulting from, nor shall any rent be abated by reason of, the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services or failure to furnish or delay in furnishing any such services when such failure or delay is caused by accident, interruption or reduction in supply or any other occurrence or condition beyond the reasonable control of Landlord or by the making of repairs or improvements to the Premises or to the Building or Garage. Failure of Landlord to furnish such services shall not be construed as an eviction of Tenant or relieve Tenant from the duty of observing or performing any of its obligations under this Lease unless such failure substantially handicaps, impedes or impairs the normal use of the Premises by Tenant for the purposes authorized in this Lease and within a reasonable time after delivery to Landlord by Tenant of a written notice setting forth in

reasonable detail, a description of the services not so furnished, Landlord fails to commence curing any such failure or thereafter fails to continue the curing thereof with appropriate diligence and speed under the circumstances until cured. Except as specifically set forth above in this Section 10, Tenant shall pay the costs of all utility services used on the Premises by Tenant during the term, including but not limited to the cost of electricity used by Tenant. Tenant shall pay all charges for such utilities to the suppliers thereof as and when they become due and payable. Tenant shall pay the cost of all cleaning and janitorial services for the Premises. If Tenant so requests and enters into a written agreement with Landlord to pay Landlord's charges therefor, Landlord shall furnish the Premises with cleaning and janitorial services during the term.

Section 11. ALTERATIONS AND ADDITIONS

Tenant shall not make any alterations or additions to the Tenant Improvements, Premises or Building except with the prior written consent of Landlord. All Tenant improvements, alterations and additions to the Tenant Improvements, Premises and Building shall be the property of the Landlord and shall not be removed by Tenant either during or after the end of the term without the express written approval of Landlord. Tenant shall not be entitled to any reimbursement or compensation resulting from its payment of the cost of constructing all or any portion of the Tenant Improvements or any alterations or additions thereto. Tenant shall not permit any mechanics', materialmen or other liens to be fixed or placed against the Premises or Building or the Land and agrees immediately to discharge (either by payment or by filing of the necessary bond, or otherwise) any mechanics', materialmen's or other lien which is allegedly fixed or placed against any of the foregoing.

Section 12. MAINTENANCE AND REPAIR

Landlord shall provide all normal maintenance and repair to the exterior and structural portions of the Building and the common areas such as lobbies, stairs, corridors, restrooms, roof and elevators. Landlord shall not have any obligation to maintain, repair or replace any Tenant Improvements. Tenant, at its sole cost and expense, shall maintain and repair the Premises and otherwise keep the Premises in good order and repair, but all workmen, artisans and contractors employed for such purposes shall be obtained through or specifically approved by Landlord prior to the commencement of any work on the Premises. Additionally, due to the exposure of the Premises to the public areas of the Building, Tenant shall keep and maintain the Premises in an attractive and desirable condition as required by Landlord.

Section 13. REPAIRS BY TENANT

Subject to Section 21 hereof, Tenant hereby covenants and agrees, at its own cost and expense, to repair or replace any damage or injury done to the Building, Premises and Tenant Improvements caused by Tenant or Tenant's agents, employees, invitees or visitors; provided, however, if Tenant fails to make such repairs or replacements promptly, Landlord may, at its option, make such repairs or replacements and Tenant shall repay the cost thereof to Landlord on demand.

Section 14. PROHIBITED USE

Tenant shall not use or permit any other party to use all or any part of the Premises for any purpose not authorized in Section 3 hereof. Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep or permit anything to be brought to or kept herein which is prohibited by or which will in any way conflict with any law, stature, ordinance or governmental rule or regulation now in force or hereinafter enacted or promulgated or which is prohibited by any standard form of fire insurance policy or which will in any way increase the existing rate of or affect any fire or other insurance which Landlord carries upon the Building or any of its contents; or cause a cancellation of any insurance policy covering the Building or any part thereof or interfere with the rights of other tenants of the Building or injure or annoy them or use or allow the Premises to be used for any unlawful or objectionable purpose. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises or Building or commit or suffer to be committed any waste to, in, on or about the Premises or Building.

Section 15. RULES AND REGULATIONS OF BUILDING

Tenant shall perform and comply with all rules and regulations with respect to safety, care, cleanliness and preservation of good order in the Building that may be established from time to time by Landlord for tenants of the Building. The initial Rules and Regulations are set forth in Exhibit "D" attached hereto. Landlord shall not have any liability to Tenant for any failure of any other tenants of the Building to comply with such Rules and Regulations.

Section 16. COMPLIANCE WITH LAWS AND OTHER REGULATIONS

Tenant, at its sole cost and expense shall promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereinafter be in force, with the requirements of any board of fire underwriters or other similar body now or hereafter constituted, and with any direction or occupancy certificate issued pursuant to any law by any public officers insofar as any thereof relate to or affect the condition, use or occupancy of the Premises.

Section 17. TENANT'S EQUIPMENT AND INSTALLATIONS

Except for normal office equipment, Tenant shall not install within the Premises any fixtures, equipment, facilities or other improvements until the plans therefore have been approved by Landlord and without the specific written consent of Landlord and Tenant's written agreement to pay additional costs and shall not install or maintain any apparatus or devices within the Premises which will increase the usage of air conditioning or water for the Premises to an amount greater than would be normally required for general use for retail space of comparable size in Houston, Texas.

Section 18. TAXES ON PERSONALTY AND TENANT IMPROVEMENTS

Tenant shall pay all ad valorem and similar taxes or assessments levied upon or applicable to all Tenant Improvements, equipment, fixtures, furniture and other property placed by Tenant in the Premises and all licenses and other fees or charges imposed on Tenant's use of the Premises.

Section 19. LANDLORD'S ACCESS

Landlord shall have the right at all reasonable times to enter the Premises to inspect the condition thereof, to show the Premises to prospective new tenants, determine if Tenant is performing its obligations under this Lease, perform the services or to make the repairs and restoration that Landlord is obligated or elects to perform or furnish under this Lease, make repairs or improvements to adjoining space, cure any defaults of Tenant hereunder that Landlord elects to cure and remove from the Premises any improvements thereto or property therein placed in violation of this Lease.

Section 20. INSURANCE

Landlord shall maintain during the term of this Lease, fire and extended coverage insurance insuring the Building, excluding the Tenant Improvements and Tenant's goods, furniture and property placed in the Premises, against damages or loss from fire or other casualty normally insured against under the terms of standard policies of fire and extended coverage insurance. Tenant shall be responsible for providing, at Tenant's own expense, all insurance coverage necessary for the protection against loss or damage from fire or other casualty for the Tenant Improvements and Tenant's goods, furniture and other property placed in the Premises.

Section 21. WAIVER OF CLAIMS

Anything in this Lease to the contrary notwithstanding, each party hereto hereby releases and waives all

claims, rights of recovery and causes of action that either such party or any party claiming by, through or under such party by subrogation or otherwise may now or hereafter have against the other party of any of the other party's directors, officers, employees or agents for any loss or damage that may occur to the Building, Premises, Tenant Improvements or any of the contents of any of the foregoing by reason of fire, Act of God, the elements or any other cause, including negligence of the parties hereto or their directors officers, employees or agents, that could have been insured against under the terms of standard fire and extended coverage insurance polices. Landlord shall not be liable to Tenant for any inconvenience or loss to Tenant in connection with any of the repair, maintenance, damage, destruction, restoration or replacement referred to in this Lease. Landlord shall not be obligated to repair, maintain, restore or replace or otherwise be liable for the damage to or destruction of any of the Tenant Improvements or any of Tenant's goods, furniture or other property placed in or incorporated in the Premises.

Section 22. INDEMNITY

Except for the claims, rights of recovery and causes of action that Landlord has released and waives pursuant to Section 21 hereof, Tenant shall indemnify and hold harmless Landlord and Landlord's agents, directors, officers, employees, invitees and contractors from and against any and all claims, losses, costs, damages and expenses (including but not limited to attorney's fees) relating to injury to or death of any person or damage to the property resulting from or arising in connection with any breach by Tenant of any provision hereof, Tenant's use or occupancy of the Premises, or any act, omission or neglect of Tenant or Tenant's directors, officers, employees, agents, invitees or guests or any parties contracting with Tenant relating to the Premises. Landlord shall not be liable to Tenant and Tenant hereby waives all claims against Landlord and Landlord's directors, officers, employees and agents, for any damage or loss of any kind, for direct damages, consequential damages, loss of profits, business interruption and for any damage to property, death or injury to persons from any cause whatsoever including, but not limited to acts of other tenants, vandalism, loss of trade secrets or other confidential information, any damage, loss or injury caused by a defect in the Premises or the Building, pipes, air conditioning, heating, plumbing or by water leakage of any kind from the roof walls, windows, basement or other portion of the Premises or the Building, or caused by electricity, gas, oil, fire or any cause whatsoever in, on or about the Premises, Building or Land or any part thereof.

Section 23. NON-WAIVER

No consent or waiver, express or implied, by Landlord to or of any breach in the performance or observance by Tenant of any of its obligations under this Lease shall be construed as or constitute a consent of waiver to or of any other breach in the performance or observance by Tenant of such obligation or any other obligation of tenant. Neither the acceptance by Landlord of any rent or other payment hereunder, whether or not any default hereunder by Tenant is then known to Landlord, nor any custom or practice followed in connection with this Lease, shall constitute a waiver of any of Tenant's obligations under this Lease. Failure by Landlord to complain of any action or nonaction on the part of Tenant or to declare the Tenant in default irrespective of how long such failure may continue, shall not be deemed to be a waiver by Landlord of any of its rights hereunder. Time is of the essence with respect to the performance of every obligation of Tenant under this Lease in which time of performance is provided for herein. All rent and other amounts payable by Tenant under this Lease shall be paid without abatement, offset, counterclaim or diminution to any extent whatsoever. Except for the execution and delivery of a written agreement expressly accepting surrender of the Premises, no act taken or failed to be taken by Landlord shall be deemed an acceptance or surrender of the Premises.

Section 24. QUIET POSSESSION

Provided Tenant has performed all of its obligations under this Lease, Tenant shall peaceably and quietly hold and enjoy the Premises for the term subject to the provisions and conditions set forth in this Lease.

Section 25. NOTICES

Any notice required or permitted to be given hereunder by one party to the other shall be in writing with a statement therein to the effect that notice is given pursuant to this Lease and the same shall be given and shall be deemed to have been delivered, served and given upon receipt by the party to be notified or upon being placed in the United States mail, postage prepaid, by registered or certified mail, addressed to such party at the address provided for such party herein and at the address of Tenant's corporate offices as follows:

Espresso Coffee Company, Inc.
315 West Forsyth
Jacksonville, Florida 32202

Any notices to Landlord shall be addressed and given to Landlord at 6550 Fannin Street, Suite 201, Houston, Texas 77030. Prior to the Commencement Date, the address for notices to Tenant shall be the address set forth for Tenant on the signature page of this Lease; after the Commencement Date, the address for Tenant shall be the Premises. The addresses stated above shall be effective for all notices to the respective parties until written notice of a change in address is given pursuant to the provisions hereof.

Section 26. DEFAULT

The term "Act of Default" refers to the occurrence of any one or more of the following; (i) the failure of Tenant to pay when due any rent or other amount required to be paid under this Lease; or (ii) the failure of Tenant after thirty (30) days written notice from Landlord of Tenant's default in the performance of any of Tenant's obligations, covenants or agreements under this Lease, to do, observe, keep and perform with diligence and continuity any of such obligations, covenants or agreements; or (iii) the adjudication of Tenant to be bankrupt; or (iv) the filing by Tenant of a voluntary petition in bankruptcy, receivership or other related or similar proceedings; or (v) the making by Tenant of a general assignment for the benefit of its creditors; or (vi) the appointment of a receiver of Tenant's interests in the Premises in any action, suit or proceeding by or against Tenant's interest in the Premises by or against Tenant; or (vii) the institution of any proceedings against Tenant under any bankruptcy, receivership or similar laws, unless the occurrence of any such proceeding is cured by the same being dismissed or stayed within sixty (60) days thereafter; or (viii) the sale or attempted sale under execution or other legal process of the interest of Tenant in the Premises. If an Act of Default occurs, then Landlord at any time thereafter prior to the curing of such Act of Default and without waiving any other rights herein available to Landlord at law or in equity may either terminate this Lease or terminate Tenant's right to possession without terminating the Lease, whichever Landlord elects. In either such event, Landlord may repossess the Premises by forcible entry and detainer proceeding or appropriate proceedings or may without additional notice and without court proceedings reenter and repossess the Premises and remove all persons and property therefrom and Tenant hereby waives any claim arising by reason thereof or reason of issuance of any distress warrant or writ of sequestration and agrees to hold Landlord harmless from any such claims. If Landlord elects to terminate this Lease, then Landlord may treat the Act of Default as an entire breach of this Lease and Tenant immediately shall become liable to Landlord for damages for the entire breach in a amount equal to the amount by which (i) the rent (including estimated adjustments) and all other payments due for the balance of the term is in excess of (ii) the fair market rental value of the Premises for the balance of the term as of the time of default, both discounted at the rate of six percent (6%) per annum to the then present value. If Landlord elects to terminate Tenant's right to possession of the Premises without terminating the Lease, then Landlord may attempt to rent the Premises or any part thereof for the account of Tenant to any person or persons for such rent and for such terms and other conditions as Landlord deems practical, and Tenant shall be liable to Landlord for the amount, if any, by which the total rent and all other payments herein provided for the unexpired balance of the term exceed the net amount, if any, received by Landlord from such re-renting, being the gross amount so received by Landlord less the cost of repossession, re-renting, remodeling and other expenses. Such sum or sums shall be paid by Tenant in monthly installments on the first day of each month of the term. In no case shall

Landlord be liable for failure to re-rent the Premises or collect the rental due under such re-renting. If Landlord elects to terminate tenant's right to possession without terminating the Lease, then Landlord shall have the right at any time thereafter to terminate this Lease, whereupon the foregoing provisions with respect to termination will thereafter apply as of the date of such termination of this Lease. If an Act of Default occurs or in case of any holding over or possession by Tenant of the Premises after the expiration or termination of this Lease, Tenant shall reimburse Landlord on demand for all costs incurred by Landlord in connection therewith including, but not limited, to reasonable attorney's fees, court costs and related costs plus interest thereon at the rate of ten percent (10%) per annum from the date such costs are incurred by Landlord. If Tenant fails to perform any one or more of its obligations hereunder, in addition to the other rights of Landlord hereunder, Landlord shall have the right but not the obligation to perform all or any part of such obligations of Tenant. Upon receipt of a demand therefor from Landlord, Tenant shall reimburse Landlord for (i) the cost to Landlord of performing such obligations and a reasonable profit and overhead, plus (ii) interest thereon at the rate of ten percent (10%) per annum from the date of demand. If the obligation so performed by Landlord involves any repair or maintenance or the removing by Landlord of any improvements to or use of the Premises not authorized by this Lease, such reasonable profit and overhead shall be ten percent (10%) of the cost to Landlord of performing such obligation.

Section 27. SURRENDER

On the last day of the term, or upon the earlier termination of this Lease, Tenant shall peaceably and quietly surrender the Premises to Landlord, broom clean, in as good of a condition as when delivered to Tenant excepting only normal wear and tear resulting from normal use and damage by fire or other casualty covered by the insurance carried by Landlord prior to the surrender of the Premises to Landlord, Tenant, at its sole cost and expense, shall remove all liens and other encumbrances which have resulted from the acts or omissions of Tenant. If Tenant fails to do any of the foregoing Landlord, in addition to other remedies available to it at law or in equity may, without notice, enter upon, reenter, possess and repossess itself, by force, summary proceedings, ejectment or otherwise and may dispossess and remove Tenant and all persons and property from the Premises; and Tenant waives any and all damages or claims for damages as a result thereof. Any dispossession or removal of Tenant shall not constitute a waiver by Landlord of any claims by Landlord against Tenant.

Section 28. HOLDING OVER

If Tenant does not surrender possession of the Premises at the end of the Term or upon earlier termination of this Lease, at the election of Landlord, Tenant shall be a tenant-at-sufferance of Landlord and the rent and other payments due during the period of such holdover shall be two times the amount set forth above in effect immediately prior to end of the term or termination of this Lease.

Section 29. REMOVAL OF TENANT'S PROPERTY

Tenant shall retain the ownership of all movable equipment, furniture and supplies placed in or on the Premises by Tenant and shall have the right to remove such movable equipment, furniture and supplies prior to termination of this Lease provided that no Act of Default has been committed by Tenant which has not been fully cured in a manner acceptable to Landlord and further provided that Tenant repairs any injury to the Premises or Building resulting from such removal. Unless Tenant has made prior arrangements with Landlord and Landlord has agreed in writing to permit Tenant to Leave such equipment, furniture or supplies on the Premises for an agreed period, if Tenant does not remove such movable equipment, furniture and supplies prior to such termination, then, in addition to its other remedies at law or in equity, Landlord shall have the right to have such items removed and stored and all damage to the Premises or Building resulting therefrom repaired at the cost to Tenant or to elect that such movable equipment, furniture and supplies automatically become the property of the Landlord upon termination of this Lease, and Tenant shall not have any further right with respect thereto or reimbursement therefore. Upon the termination or expiration of this Lease the Tenant Improvements shall be the property of Landlord.

Section 30. LIENS

In addition to and cumulative of Landlord's statutory lien, Tenant hereby grants to Landlord a security interest in and to all furniture, furnishings, fixtures, equipment, merchandise and other property placed on the Premises by Tenant to secure the performance of Tenant's obligations under this Lease. At Landlord's request, Tenant shall execute and cause to be filed in the appropriate public records all documents required to perfect such security interest pursuant to the terms of the Texas Uniform Commercial Code.

Section 31. INTEREST

All amounts of money payable by Tenant to Landlord under this Lease, if not paid when due, shall bear interest from the date due until paid at the rate of ten percent (10%) per annum.

Section 32. ASSIGNMENT AND SUBLETTING

Landlord shall have the right to transfer and assign in whole or in part, by operation of law or otherwise its rights and obligations hereunder and Tenant shall attorn to any party to which Landlord transfers the Building. Upon any such transfer or assignment by Landlord, if the assignee assumes Landlord's obligations hereunder, then the assignor shall be relieved of all liability hereunder. Tenant shall not assign or otherwise transfer, mortgage, pledge, hypothecate or otherwise encumber this Lease, or any of its rights hereunder or any part thereof, or any right or privilege appurtenant thereto or permit any other party to occupy or use the Premises, or any portion thereof, without the express written consent of Landlord. Any such consent by Landlord shall not release Tenant from any of Tenant's obligations hereunder or be deemed to be a consent to any subsequent assignment, transfer, encumbrance, subletting, occupation or use by another person. Tenant shall not have any right or power to grant or suffer any lien, encumbrance, easement or other interest or right with respect to the Land or Building. Subject to the foregoing, the rights and the obligations of the parties hereunder shall inure to the benefit of and be binding on the parties hereto and their respective successors, assigns, heirs and legal representatives.

, such consent shall not be unreasonably withheld or delayed by Landlord. However, the Landlord reserves the sole right to approve or disapprove Tenant's proposed assignee(s) or subtenant(s) based on the proposed assignee's or subtenant's financial and credit worthiness as well as the ability to provide the same or better quality products and services.

Section 33. LIGHT AND AIR

Neither diminution nor shutting off of light or air or both nor any other effect on the premises by any structure erected or condition now or hereafter existing on lands adjacent to the Building shall affect this Lease, abate rent or otherwise impose any liability on Landlord.

Section 34. CONDEMNATION

If all or any part of the Premises shall be taken as result of the exercise of the power of eminent domain, this Lease shall terminate as to the part so taken as of the date Tenant is deprived of possession thereby. In the event of any taking, Landlord shall be entitled to any and all compensation, damages, income, rent and awards with respect thereto except for an award, if any, specified by the condemning authority for any property that Tenant has the right to remove upon termination of this Lease. Tenant shall have no claim against Landlord for the value of any unexpired term.

Section 35. SUBORDINATION

The rights and interests of Tenant under this Lease and in and to the Premises shall be subject and subordinate to all deeds of trust, mortgages and other security instruments and to all renewals, modifications, consolidations, replacements and extensions thereof (the "Security Documents") heretofore and hereafter executed by Landlord covering the Premises, the Building, the Land or any parts thereof to the same extent as if the Security Documents had been executed, delivered and recorded prior to the execution of this Lease. After the delivery to Tenant of a notice from Landlord that Landlord has entered into one or more Security Documents, then during the term of such Security Documents Tenant shall deliver to the holder or holders of all Security Documents a copy of all notices to Landlord and shall grant to such holder or holders the right to cure all defaults, if any, of Landlord hereunder within the same time period provided in this Lease for curing such defaults and, except with the prior written consent of the holder of the Security Documents, shall not (i) amend this Lease, (ii) surrender or terminate this Lease except pursuant to a right to terminate expressly set forth in this Lease, or (iii) pay any rent more than one month in advance or pay any rent or other amounts payable hereunder other than in strict accordance with the terms hereof. The provisions of this subsection shall be self-operative and shall not require further agreement by Tenant; however, at the request of Landlord, Tenant shall execute such further documents as may be required to evidence and set forth for the benefit of the holder of any Security Documents the obligations of Tenant hereunder. At any time and from time to time upon not less than ten (10) days prior notice by Landlord a statement of the Tenant in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications, if any), and stating whether or not to the best knowledge of Tenant the Landlord is in default in the keeping, observance or performance of any covenant, agreement, term provision or condition contained in this Lease and, if so, specifying each such default of which Tenant may have knowledge, it being intended that any such statement may be relied upon by any prospective purchaser, tenant, mortgagee or assignee of any mortgage of the Building or of the Landlord's interest therein.

Section 36. RULE AGAINST PERPETUITIES

The term of this Lease shall not begin or extend beyond the period of time permitted by the rule against perpetuities.

Section 37. LAWS

This Lease and the rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of Texas.

Section 38. ENTIRE AGREEMENT

No oral statements or prior written material not specifically incorporated herein shall be of any force or effect. Tenant agrees that in entering into and taking this Lease, it relies solely upon the representations and agreements contained in this Lease and no others. This Lease, including the Exhibits which are attached and a part hereof, constitutes the whole agreement of the parties and shall in no way be conditioned, modified or supplemented except by a written agreement executed by both parties.

Section 39. DAMAGE OR DESTRUCTION

If the Building is damaged by fire or other casualty not caused by Tenant or Tenant's employees, agents, invitees or guests, and if as a result of such damage, the Premises or any part thereof cannot be occupied for a period of time in excess of seven (7) working days while such damage is being repaired, the rent shall be proportionately reduced for the period that such part of the Premises cannot be occupied as a result of such damage. If within thirty (30) days after the occurrence of such damage, Landlord does not commence to repair such damage and thereafter complete such repair within a reasonable time, either Landlord or Tenant shall have the right to terminate this Lease by giving written notice thereof to the other. Upon any

such termination, any prepaid rent applicable to the period following such termination shall be refunded to Tenant. Tenant shall not be entitled to any part of the proceeds of any policies of insurance carried upon the Premises by Landlord.

Section 40. SIGNS

Tenant shall have the right to install one (1) sign in the space above the main doorway to the Premises opening onto the interior corridor of the Building adjacent to the Premises, which sign shall be a size and of a design as determined by Landlord. Prior to commencement of installation of such sign, Tenant shall submit to Landlord for approval the detailed plans for the installation of such sign and the name of the contractor to be utilized by Tenant for the installation of such sign. The installation and maintenance of such sign shall be at Tenant's sole cost and expense. Tenant agrees to indemnify and hold harmless Landlord for any damage or injuries caused by the installation or operation of Tenant's sign, whether or not such damage or injury is caused by the negligence of Landlord or the agents or employees of Landlord. Except as specifically set forth in this Section 40, Tenant shall not install any signs within the premises. Without limiting the foregoing, Tenant shall not install any signs on the exterior windows or any other portion of the Building, nor any signs which are visible from outside caused by the negligence of Landlord or the agents or employees of Landlord of the Building without the written consent of Landlord.

Section 41. ADDITIONAL RULES AND REGULATIONS

Tenant shall comply in all respects with the following rules and regulations applicable to the Premises during the Term; (i) Tenant shall conduct its operations in the Premises under its present trade name, unless Landlord shall otherwise consent in writing, which consent shall not be unreasonably withheld; (ii) no auction, fire or bankruptcy sales may be conducted within the Premises without the prior written consent of the Landlord; (iii) Tenant shall not use the corridors adjacent to the Premises or the sidewalks adjacent to the Building for business purposes, but shall conduct its business within the Premises; (iv) except as specifically permitted in Section 40 hereof, Tenant shall not place in the interior or on the exterior of the Premises any signs, symbols, advertisements, lights or other similar objects or things visible to public view outside the Premises; (v) from and after the Commencement Date, the Premises shall be kept open for business with the public at least daily (Sundays and holidays excepted) during the hours of 9 a.m. until 5 p.m.; provided, however, if at least fifty percent (50%) of the retail Tenants in the Building are open beyond such hours, then Tenant shall also be open during such extended hours; (vi) Tenant shall not use any portion of the Premises for storage or other services except for its operations in the Premises; (vii) Tenant shall keep the Premises and surrounding areas free of trash or debris, and all trash and debris shall be removed from the Premises promptly and deposited in trash containers in a trash collection area to be designated by Landlord; (viii) Tenant shall not use or permit the use of any apparatus for sound reproduction or transmission or of any musical instrument in such manner that the sounds so reproduced, transmitted or produced shall be audible beyond the interior of the Premises; (ix) Tenant shall not distribute, or cause to be distributed, in the Building any handbills or other advertising devices, and will not conduct or permit any activities that might constitute a nuisance; (x) Tenant shall keep all mechanical apparatus free of vibration and noise which may be transmitted beyond the confines of the Premises and shall not cause or permit strong, unusual, offensive or objectionable noise, odors, fumes, dust or vapors to emanate or be dispelled from the Premises; (xi) Tenant shall not load or permit the loading or unloading of merchandise, supplies or other property, nor ship, nor receive, outside the area and entrance designated therefor by Landlord from time to time and Tenant shall not permit the parking or standing, outside of said area of trucks, trailers or other vehicles or equipment engaged in such loading or unloading in a manner to interfere with the use of any Common Areas or any pedestrian or vehicular use; and (xii) Tenant shall use its best efforts to complete or cause to be completed, all deliveries, loading, unloading and services to the Premises prior to 5:00 p.m. each day.

Section 42. PARKING

Landlord shall provide, in the Building's parking garage (hereinafter called "Garage") parking for the automobiles of Tenant and its employees. The aggregate number of spaces which Landlord shall be required to make available shall be two parking spaces for each 1,000 square feet of Area of the Premises. Tenant shall pay as monthly parking rent for the parking spaces for each month (or portion thereof) the prevailing monthly contract rates established by Landlord from time to time pursuant to a separate written parking contract. Tenant covenants and agrees to comply with all of the terms of the parking contract. Tenant shall comply with such rules and regulations with respect to the use of the Garage as Landlord may establish from time to time. Upon the termination of this lease, Tenant's rights to such parking spaces shall terminate.

IN WITNESS WHEREOF, this Lease hereby is executed as of the date first above set forth.

LANDLORD
TMH MEDICAL OFFICE BUILDINGS
SCURLOCK TOWER

BY: B Burnett MBW

NAME: Byron Burnett

DATE: 1-30-03

TENANT

BY: PRES.

NAME: PETE OSGAND

DATE: 1-22-03

Address: Espresso Coffee Company, Inc.
315 West Forsyth
Jacksonville, Florida 32202

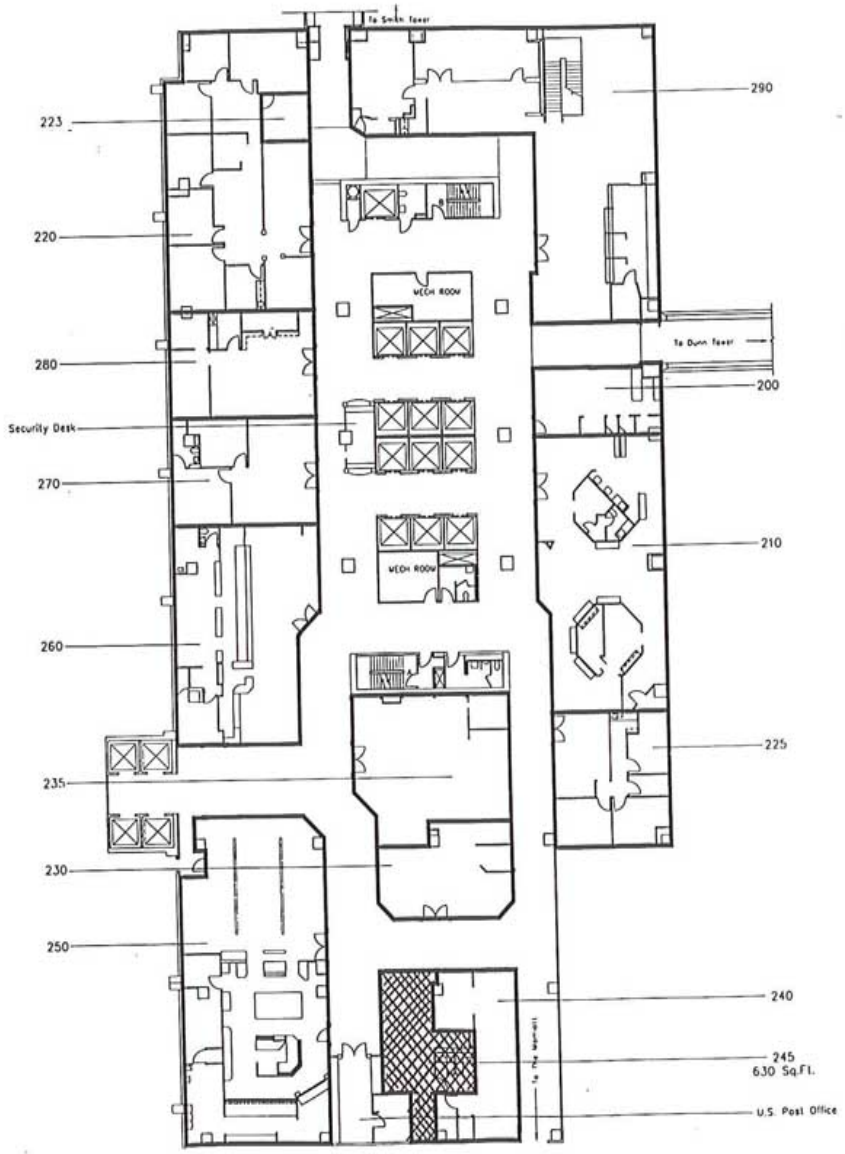
EXHIBITS ATTACHED

A - Floor Plan
B - Operating Expenses
C - Percentage Rent
D - Rules and Regulations
E - Additional Provisions

TMH MEDICAL OFFICE BUILDINGS

EXHIBIT "A"

Premises
Scurlock Tower
Suite 245
Approximately 630 square feet



TMH MEDICAL OFFICE BUILDINGS

EXHIBIT "B"

OPERATING EXPENSES

1. The operating expenses shall be the aggregate of all amounts incurred (determined on an accrual basis) for the operation, maintenance and ownership of the Building, land, bridges, tunnels and other facilities connecting the Building or the Garage to other improvements, Landlord Improvements, Building Standard Improvements and/or equipment, fixtures and facilities used in connection therewith (whether situated in the Building, on the land or elsewhere), including but not limited to the cost of utilities, cleaning and janitorial services, repairs and refurbishing, restoration, insurance premiums (including, without limitation, premiums for casualty, liability and business interruption insurance), ad valorem taxes, personal property taxes, all other taxes and assessments, wages, salaries, benefits and other costs of all employees engaged in the operation and maintenance of the Building, security services, maintenance and service contracts for the equipment of the Building including alarm services, window cleaning, elevator maintenance and similar costs, amortization or depreciation of capital investment items installed primarily for the purpose of reducing operating or maintenance costs, landscaping and all labor, supplies, materials, tools and management fees attributable to the operation and maintenance of the Building, (hereinafter called" Operating Expense") but excluding (i) debt service, (ii) depreciation (iii) leasing commissions and (iv) repairs and restorations paid for by the proceeds of any insurance policy; provided, however, that if the Building is not fully occupied during any year, the Operating Expenses shall be the amount that the Operating Expenses would have been had the Building been fully occupied during all of such year, as determined by Landlord. On or before the Commencement Date, Landlord shall deliver to Tenant a statement setting forth Landlord's estimate of Tenant's Portion of the Operating Expenses for each month during the period beginning on the Commencement Date and ending on the last day of the calendar year in which the Commencement Date occurs and on or before the first day each calendar year thereafter, Landlord shall deliver to Tenant a statement setting forth Landlord's estimate of Tenant's Portion of the Operating Expenses for each month during such calendar year. The portion of the rent represented by Tenant's Portion of the Operating Expenses shall be paid on the basis of such estimate, but within 120 days after the end of each calendar year during the term, Landlord shall deliver to Tenant a statement setting forth in reasonable detail the actual Tenant's Portion of the Operating Expenses for such year. If the actual Tenant's Portion of the Operating Expense for such year exceeds the amount of the Operating Expenses for such year theretofore paid to Landlord by Tenant, then Tenant shall pay to Landlord the difference within thirty (30) days after receipt of such statement. If the amounts paid to Landlord by Tenant for such year as Tenant's Portion of the Operating Expenses exceed the actual Tenant's Portion of the Operating Expenses, Landlord shall reimburse Tenant for such amount within thirty (30) days after delivery of such statement. Tenant, at its cost, shall have the right to inspect Landlord's records of the Operating Expenses referred to in such statement at Landlord's offices at any time during usual business hours within the one year period after delivery of such statement.

2. Tenant's Portion of the Operating Expenses for any year shall be the Operating Expenses multiplied by a fraction; the numerator of which is the number of square feet of Area that is covered by this Lease and the denominator of which is 95% of the number of square feet of Area of the Building. The exact amount of the Area of the Premises and the Building shall be determined by actual measurements made by Landlord's Architect.

TMH MEDICAL OFFICE BUILDINGS

EXHIBIT "C"

PERCENTAGE RENT

For purposes of this Lease, the term "Percentage Rent" shall mean, for each Lease Year (defined at the end of this Exhibit "C") the amount, if any, by which Eight Percent (8%) percent of the Gross Sales (defined at the end of this Exhibit "C") of Tenant for such Lease Year exceeds the Base Rent paid during such Lease Year. On or before the fifteenth (15th) day of each January, April, July and October during the Term, Tenant shall deliver to Landlord a complete statement, certified by Tenant (or, if Tenant is a corporation, by Tenant's chief financial officer), of the amount of Gross Sales made from the Premises during the calendar quarter ending on the last day of the month immediately preceding the month in which such statement is to be delivered, which statement shall be in such form and contain such details and breakdown as Landlord may reasonably require. Tenant shall pay to Landlord simultaneously with each such quarterly statement the amount by which (i) the product of the Percentage times the amount of Gross Sales made during the calendar quarter represented by such statement exceeds (ii)the Base Rent paid by Tenant to Landlord during the calendar quarter represented by such statement. Tenant shall also deliver to Landlord within sixty (60) days after the end of each Lease Year a complete statement certified by an independent certified public accountant employed or retained by Tenant (and accompanied by the opinion required under Section 6 hereof), showing in reasonable detail the amount of Gross Sales of Tenant during such Lease Year and the amounts paid to Landlord pursuant to the foregoing provisions of this Exhibit "C" for such Lease Year. An adjustment shall thereupon be made with respect to Percentage Rent as follows: if Tenant has paid to Landlord an amount greater than Tenant is required to pay as Base Rent and Percentage Rent under the terms of Section 4(i) hereof and this Exhibit "C", Tenant shall receive a credit of such difference or, if Tenant shall have paid an amount less than was required to be so paid, then Tenant shall forthwith pay such difference. In no event, however, shall the Rent to be paid by Tenant and retained by Landlord for any Lease Year be less than the sum of the amounts set forth in Section 4(i) and (ii) hereof.

"Lease Year" means each successive twelve (12) month period from January 1 through December 31 occurring during the Term; provided, however, that if the Term commences on a date other than January 1, the first Lease year shall begin on the Commencement Date and shall end of December 31 of the year in which the Commencement Date occurs, and the last Lease Year shall begin on January 1 of the year in which the Term ceases and shall end of the last day of the Term.

"Gross Sales" means the actual prices of all goods, wares and merchandise sold and the actual charges for all services and merchandise sold and the actual charges for all services performed by Tenant or by any subtenant, licensee or concessionaire in, at, from, or arising out of the use of, the Premises, whether wholesale or retail, whether for cash or credit, or otherwise, and including the value of all consideration other than money received for any of the foregoing, without reserve or deduction for inability or failure to collect, including, but not limited to sales and services: (i) where the orders therefor originate in, at, from or arising out of the use of the Premises, whether delivery or performance is made from the Premises or from some other place and regardless of the place of bookkeeping for, payment of, or collection of any account; or (ii) made or performed by mail, telephone, or telegraph orders received or filled in, at or from the Premises; or (iii) made or performed by means of mechanical and other vending devices in the Premises; or (iv) which Tenant, or any subtenant, licensee or concessionaire, in the normal and customary course of its business would credit or attribute to its operations at the Premises or any part thereof. Any deposit not refunded shall be included in Gross Sales. Each installment or credit sale shall be treated as a sale for the full price in the month during which such sale is made, irrespective of whether or when Tenant receives payment therefor. The following shall be excluded from Gross Sales: (i) any exchange of merchandise between stores of Tenant when such exchange is made solely for the convenient operation of Tenant's business and not for

the purpose of consummating a sale made in, at or from the Premises; (ii) returns to shippers or manufacturers; (iii) sales of fixtures, machinery and equipment, which are not stock in trade, after use thereof in the conduct of Tenant's business; (iv) amounts collected from customers and paid by Tenant to any government for any sales or excise tax; and (v) the amount of any discount on sales to employees. There shall be deducted from Gross Sales cash or credit refunds made upon transactions included within Gross Sales, not exceeding the selling price of merchandise returned by the purchaser and accepted by Tenant. No franchise, capital stock tax, tax based upon assets or net worth or gross receipts tax, and no income or similar tax based on income or profits shall be deducted from Gross Sales.

TMH MEDICAL OFFICE BUILDINGS

EXHIBIT "D"

BUILDING RULES AND REGULATIONS

1. Landlord will provide and maintain a directory on the concourse level of the Building for all tenants. No signs, advertisements or notices visible to the general public shall be permitted within the Building unless first approved, in writing, by Landlord.

2. Sidewalks, doorways, vestibules, halls, elevators, elevator foyers, stairways and other similar areas shall not be obstructed by tenants or used by any tenant for any purpose other than ingress and egress to and from the premises and for going from one part of the Building to another.

3. Corridor doors, when not in use, shall be kept closed.

4. Plumbing, fixtures and appliances shall be used only for the purposes for which designed and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by a tenant shall be paid for by tenant.

5. Landlord shall provide all locks for doors into each tenant's lease area and no tenant shall place any additional locks on any door in the leased area without Landlord's prior written consent. Two (2) keys for each lock on the doors in each tenant's leased area shall be furnished by Landlord. Additional keys shall be made available to tenants at tenant's cost. Tenants shall not have any duplicate keys made except by Landlord.

6. Electric current shall not be used for cooking or heating without Landlord's prior written permission.

7. No contractors or any other party shall perform any construction work in the Building unless such party and the procedures proposed to be followed by such party are approved in writing, by Landlord. This provision shall apply to all work performed in the Building including, but not limited to, installation of telephones, telegraph equipment, electrical devices and attachments and any and all installations of every nature affecting floors, walls, woodwork, trim, window, ceiling, equipment and any other physical portion of the Building.

8. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by tenants of any heavy equipment, bulky material or merchandise which requires use of elevators or stairways or movement through the Building entrances or lobbies shall be restricted to such hours as Landlord shall designate. All such movement shall be in a manner to be agreed between the tenant and Landlord in advance. Such pre-arrangement shall be initiated by the tenant. The time, method and routing of movement and limitations for safety or other concern which may prohibit any article, equipment or other item from being brought into the Building shall be subject to Landlord's discretion and control. Although Landlord's personnel may participate in or assist in the supervision of such movement, Tenant assumes final responsibility for all risks as to damage to articles moved and injury to persons or public engaged or not engaged in such movement, including equipment, property and personnel of Landlord if damaged or injured as a result of acts in connection with carrying out this service for tenant from time of entering property to completion of work. Landlord shall not be liable for acts of any person engaged in, or any damage or loss to any of said property or persons resulting from any act in connection with such service performed for a tenant.

9. The location, weight and supporting devices for any safes and other heavy equipment shall in all cases be approved by Landlord prior to initial installation or relocation.

10. No portion of Tenant's leased area shall at any time be used for cooking, sleeping or lodging quarters. No birds, animals or pets of any type (with the exception of guide dogs accompanying visually handicapped persons), shall be brought into or kept in, on or about tenant's leased area.

11. Tenants shall not make or permit any loud or improper noises in the Building or otherwise interfere in any way with other tenants or persons having business with them.

12. Each tenant shall endeavor to keep its leased area neat and clean. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways, nor shall tenants place any trash receptacles in these areas.

13. Tenants shall not employ any person for the purpose of cleaning other than the authorized cleaning and maintenance personnel for the Building, unless otherwise approved in writing by Landlord.

14. To ensure orderly operation of the Building, Landlord reserves the right to approve all concessionaires, vending machine operators or other distributors of cold drinks, coffee, food or other concessions, water, towels, or newspapers.

15. Landlord shall not be responsible to the tenants, their agents, employees, licensees or invitees for any loss of money, jewelry or other personal property from the leased premises or public areas for any damages to any property therein from any cause whatsoever whether such loss or damage occurs when an area is locked against entry or not.

16. Tenants shall exercise reasonable precautions in the protection of their personal property from loss or damage by keeping doors to unattended areas locked. Tenants shall also report any thefts or losses to the Building Management office and security personnel as soon as reasonably possible after discovery and shall also notify the Building Management office and security personnel of the presence of any person whose conduct is suspicious or causes a disturbance.

17. Tenants, their employees, guests, licensees and invitees, may be called upon to show suitable identification and sign a building register when entering or leaving the Building at times other than normal Building operating hours and all tenants shall cooperate fully with Building security personnel in complying with such requirements.

18. Tenants shall not solicit from or circulate advertising material among other tenants of the Building except through the regular use of the U.S. mail service. Tenants shall notify the Building Management office or the Building security personnel promptly if it comes to their attention that any unauthorized persons are soliciting from or causing annoyance to tenants, their employees, guests, licensees or invitees.

19. Landlord reserves the right to deny entrance to the Building or to remove any person or persons from the Building in any case where the conduct of such persons involves a hazard or nuisance to any tenant of the Building or the public or in the event of fire or other emergency such as a riot, civil commotion or other similar disturbance involving risk to the Building, tenants or the general public.

20. Landlord reserves the right to rescind any of these Rules and Regulations and to make such other and further rules and regulations as in its judgment shall from time to time be needed for the safety, protection, care and cleanliness of the Building, the operation thereof, the preservation of good order therein and the protection and comfort of the tenants and their agents, employees, licensees and invitees, which Rules and Regulations, when made and written notice thereof is given to tenant, shall be binding upon it in like manner as if originally herein prescribed.

TMH MEDICAL OFFICE BUILDINGS

EXHIBIT "E"

ADDITIONAL PROVISIONS

The following additional provisions and modifications are hereby made to that Retail Lease Agreement between TMH Medical Office Buildings, as "Landlord", and Espresso Coffee Company, Inc., as "Tenant", as set forth in full therein:

1) **Renewal Option:** As additional consideration for the execution of this Retail Lease Agreement, the Landlord grants to the Tenant one (1) separate option to extend the term of this Lease for one (1) additional sixty (60) month period upon the same terms and conditions herein contained, except for the extension option granted herein, so long as the Tenant shall have fulfilled completely and timely all of the terms and conditions of this Lease; provided, however, that the Rent applicable during any such extension term shall be at the then current Prevailing Rental Rate (as hereinafter defined), provided such current Prevailing Rental Rate shall not be less than Tenant's Rental Rate paid in the previous month prior to the expiration of the Term of the Lease. For purposes of this Lease, current "Prevailing Rental Rate" shall mean the base rental and the Operating Expense Rate established by Landlord as of the date for which such current Prevailing Rental Rate and Operating Expense Rate is being calculated, per annum per square foot applicable to the floor of the Building on which the Premises is located and comparable space of comparable size for a similar term for fully credit-worthy tenants by reference to first-class Retail space primarily in the Building.

If Tenant elects to exercise the Renewal Option hereunder, it shall do so by giving the Landlord written notice of such election no less than twelve (12) months prior to expiration of the Expiration Date of this Retail Lease Agreement. Provided Tenant gives such notice, and provided that Tenant has fulfilled completely and timely all the terms and conditions of this Lease, the term of this Lease shall be extended for the additional period of years covered by the option so exercised with execution of an extension or renewal lease; provided, however, that if at the time any such renewal term commences, Landlord's standard lease form currently in use for the Building has changed, Tenant shall execute a new lease in such current form covering the renewal term. The failure of the Tenant to exercise its option for any additional period shall conclusively waive its option for subsequent additional periods, if any, and Landlord may enter into one or more leases covering all or any portion of the space contained in the Premises.

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

The Board of Directors
Koffee Korner Inc.:

We hereby consent to the use in this Registration Statement on Form S-1 (the "Registration Statement") of our report dated May 24, 2012, relating to the consolidated balance sheets of Koffee Korner Inc., (the "Company") as of March 31, 2012 and 2011 and the related consolidated statements of operations, stockholders' equity and cash flows for the fiscal years then ended, which report includes an explanatory paragraph as to an uncertainty with respect to the Company's ability to continue as a going concern, appearing in such Registration Statement. We also consent to the reference to our firm under the Caption "Experts" in such Registration Statement.

/s/ Li & Company, PC
Li & Company, PC

Skillman, New Jersey
May 25, 2012