

Rev'd  
5/14/92  
(P)

MILL CREEK MARKETPLACE  
— REVISED —  
RETAIL SIGN CRITERIA  
McKinleyville, California

SHOPS 1-4 AND PAD ELEVATIONS

These criteria have been established for Shops 1-4 and Pad Elevations and such Anchor Tenants for the purpose of assuring a coordinated sign program and maintaining a continuity of quality and aesthetics throughout the Shopping Center for the mutual benefit of all Tenants. Conformance will be strictly enforced. Any installed non-conforming or unapproved sign must be brought into conformance at the non-conforming Tenant's expense. These Sign Criteria are subject to change based on the County of Humboldt's approval and further analysis of Landlord. It is agreed by Tenant to adhere to any future changes. It is agreed that this Exhibit E shall stay in force as written.

The Shopping Center property manager is to administer and interpret sign criteria, but is not empowered to authorize any departure from criteria without written approval of Landlord.

Landlord requires all sign manufacturers/installers to submit with drawings a Certificate of Insurance for Worker's Compensation, Property Damage and Public Utility. The minimum public liability limit shall be One Million Dollars (\$1,000,000.00) per occurrence which shall protect sign contractor, Tenant, other Tenants and Landlord against property damage or liability claim caused by or connected with the installation, use, or structural sufficiency of the sign. Certificate of insurance shall be provided to the Landlord, prior to undertaking of any work by Tenant's sign contractor.

GENERAL REQUIREMENTS

All signs shall be constructed and installed at the Tenant's expense.

1. Tenant will not permit any signs, advertisement, banners, pennants, insignia, trademarks, or notices to be displayed, inscribed upon or affixed on any part of the outside or inside of Premises, without prior sole and absolute approval of Landlord.

2. Prior to applying for City and/or County approval or permit and before fabrication, Tenant shall submit to the Landlord for approval one sepia and three (3) copies of proposed sign drawings. These sign drawings shall include location, size, style of lettering, materials, type of illumination, installation, details, color selection and logo design and method of attachment. One (1) plan that is submitted for approval is to be in color.

3. All permits for signs and their installation shall be obtained by the Tenant, Tenant's sign contractor, or their representatives prior to installation.

4. The Tenant and/or sign contractor shall be responsible for the fulfillment of all requirements and specifications prior to installation.

5. Tenant shall be responsible for the installation and maintaining the sign in good working order once the installation is complete which shall include, but not be limited to, replacement of damaged letters and burned out neon tubing at Tenant Expense. In the event Landlord notifies Tenant of an existing defect and Tenant fails to cure said within thirty (30) days after notification by Landlord, Landlord may cause the defect to be repaired. Tenant

hereby agrees to reimburse Landlord for the cost of any such repairs within ten (10) days after receipt of an invoice setting forth those costs incurred by Landlord.

6. Each Tenant shall be fully responsible for the operation of the Tenant's sign contractor, or any other subcontractor, and shall indemnify, defend and hold harmless Landlord from all damage, liability, costs, expenses, causes of action, mechanic's liens and stop notices on account thereof.

7. Tenant must have signs completely installed and connect sign display and primary wiring in sign band area stipulated by Landlord and canopy and/or under canopy prior to opening for business.

8. No exposed crossovers or conduit will be permitted.

9. Signing for Tenants, located on the Building Area as showing in Exhibits E-1 thru E-5, shall be consistent with the architecture of the building, and shall be subject to the Design Requirements included in this agreement as listed below and approval of all governing agencies having jurisdiction over the shopping center.

10. All signs and their installation shall comply with all building codes, electrical codes, other applicable laws, ordinances rules and regulations, agencies and utilities having jurisdiction over building signing. Signs not installed in strict accordance with said codes and/or without having received Landlord's previous approval plans and specifications shall be corrected by the Tenant, at Tenant's costs and expense, upon demand by the Landlord. If not corrected within thirty (30) days, sign may be corrected by Landlord at Tenant's expense.

11. Erection of any sign shall be promptly and safely erected with as little disruption to business and traffic as possible and with minimum of inconvenience to the Landlord and to the other Tenants.

12. All signs shall be reviewed by Landlord for conformance with this criteria and overall design quality. The approval or disapproval of sign submittal based on aesthetics of design shall remain the sole right of Landlord or its authorized representative.

13. Tenant will be allowed signage on its building sign band area or tower area, if applicable, only unless otherwise specified.

#### DESIGN REQUIREMENTS

1. All signs shall consist of individual internally illuminated letters. Color and style of face can be selected by Tenant, but design, color style, and spacing of letters must be approved by Landlord at Landlord's sole and absolute discretion. One logo per Tenant will be allowed per sign location and will follow same criteria as letters per Exhibits E-1 thru E-5. Established "chain Store" Tenants will be allowed to install their trademark signage and logo subject to the construction requirements set forth and Landlord and any governing agencies approval.

2. Any and all signage for Tower Elevations will conform to the requirements as shown in the Tower sign area on Exhibits E-2, E-4 and E-5.

3. All copy to be approved by Landlord prior to permitting. All canopy fascia signs shall be permitted only within the area designated "Sign Band" shown on Exhibits E-1 thru 3-5 attached with "Sign Band" defined as a band centered within each Tenant's designated sign area.

4. Each Tenant shall be assigned a sign area to be indicated on a site plan prior to sign approval. Sign band area shall be determined by taking 90% of the widths of Tenant's store front.

5. The maximum height of any individual letter for the Shops Tenant shall be 36", as shown in Exhibits E-1 thru E-5.

6. Each Shop 1 Tenant shall install one sign on the sign fascia in front of Tenant's space. Height of each sign shall not exceed 36" (see Exhibit E-1), overall from top to bottom except when using upper and lower case lettering which may exceed 36" in the upper case form. Length of sign shall not exceed 90% of shop lineal frontage of each shop, including logo.

Each Shops 2 and 3 Tenant, and Pad Tenant shall be allowed one sign including logo on the west elevation and one sign including logo on the east elevation. Further, the Tenants occupying the end cap units or single freestand pad tenants shall be allowed additional signage on the north and south elevation, whichever the case may be.

Each Shops 4 Tenant shall be allowed one sign each on the North and South elevations. Further, Tenants occupying the end cap units in Shops 4 shall be allowed signage on the East and West elevation, whichever the case may be.

7. Each Tenant shall be permitted to place upon each entrance of their premises not more than 144 square inches of painted, gold leaf or decal application. Lettering not to exceed two inches in height; lettering will indicate name of firm and hours of business, emergency telephone numbers. No credit system or other miscellaneous decals are permitted on the storefront glass. Painted lettering on doors or on show windows may not be illuminated on either exterior or interior of the storefront glass.

8. All companies bidding to manufacture Tenant signs shall be advised that no substitutes will be accepted whatsoever, unless so indicated in the specifications and approved by Landlord in writing. Any deviation from these specifications may result in Landlord's refusal to accept same. All manufacturers shall also be advised that prior to acceptance and final payment, each unit may be inspected for conformance by an authorized representative of Landlord. Any signs found not in conformance will be rejected and removed at Tenant's expense.

#### **CONSTRUCTION REQUIREMENTS**

1. Sign construction shall be individual aluminum pan channel letters, 5" deep aluminum returns and 3/4" trip cap. Letter faces shall be 3/16" thick plexiglas as manufactured by Acrylite or Rohm & Haas for outdoor use. Interior neon tubing will be 3" on center or less. Neon the same color as plexiglas face. No labels visible on signs except U.L. labels and county sticker, no sign company name to be visible from ground. All signs shall be fabricated using full welded construction.

2. A raceway shall consist of 24 ga. sheetmetal cabinet, 8" high, 6" deep, primed with paintlok, finished to match the color the sign fascia, which color is available at the jobsite for inspection. Raceway shall run concealed behind the sign and/or any Tower fascia. Transformers shall be housed in the raceway. One conduit for 120V power shall enter the raceway from the existing junction box on the backside of sign fascia. This requirement subject to approval of all governing bodies.

3. Letter cabinets shall be made of 24 ga. sheetmetal cabinets, 5" deep. Letter cabinets shall be primed with paintlok and shall be finished to match color of the storefront aluminum, which color is available at jobsite for inspection. Letter

cabinets shall be fastened to the sign fascia, and shall be centered on the sign fascia.

4. All electrical signs shall bear the U.L. label, and their installation must comply with all local building and electrical codes.

5. Electrical services to all signs shall be on Tenant's separate meters and shall be part of Tenant's construction and operation costs and shall not be a part of the common area operation costs.

6. All bolts, fastenings, clips, etc., shall be galvanized iron, stainless steel, aluminum, brass or bronze. Black iron materials of any type are not permitted.

7. All penetrations of the building structure required for sign installation shall be neatly sealed in a watertight condition.

8. Upon removing any sign or termination of lease, Tenant agrees to remove, fill holes, replaster and paint area of old sign and repair the sign band, including removal of all debris, to its original condition at his sole cost and expense.

9. A sign shall consist of internally illuminated individual letters. Internally illuminated individual letters shall consist of (1) a raceway, (2) metal letter channel, (3) illumination, (4) plastic face, and (5) 3/4" trim cap.

#### GUARANTEE

The entire display for each Tenant shall be guaranteed for one (1) year from date of installation against defects in material and workmanship.

#### RESTRICTIONS

1. Advertising devices such as attraction boards, posters, banners and flags will not be permitted other than as specified.
2. Flashing, animated, audible, revolving or signs that otherwise create an illustration of animation will not be permitted.
3. No exposed lamps or bulbs will be permitted.
4. Spotlighted or floodlighted signs will not be permitted.
5. Landlord will control all sign lighting by time clock. Hours of sign illumination shall be mandated by each Tenant's lease.
6. No floor signs, such as inserts into terrazzo, etc. shall be permitted.
7. Painted signs not permitted on sign band area.
8. No roof signs are permitted except as designated on Tenant's sign band and/or tower area.

#### PROTECTION OF PROPERTY

1. Tenant's sign contractor shall design and erect his sign in such a manner that it will not overstress, deface or damage any portion of the building or grounds.

2. Any sign, temporary or permanent, capable of exerting damaging pressures on the building due to its size, weight or design shall have its design examined by a structural engineer and shall have his written approval verifying that no unsafe condition will be imposed upon the building, or other structure, to which the sign may be attached.

3. All exposed parts of any sign or sign support subject to corrosion or other similar damage shall be protected in an acceptable manner.

4. Any sign on which stains or rust appear, or which becomes bent, or which in any manner whatsoever is not maintained properly, shall be promptly repaired. Landlord may remove and store, at Tenant's expense, any signs not maintained properly or not in accordance with these criteria.

#### ANCHOR TENANT

The Anchor Tenants shall be allowed to install their standard signage subject to Landlord and any governing agencies approval.

#### MAJOR OR CHAIN STORE TENANTS

The provision of this Exhibit, except as otherwise expressly provided in this Exhibit, shall not be applicable to the identification of signs of markets, drug store, major anchor or other occupancy designed by the Landlord as a "Major or Chain Store Tenant" that may be located in the shopping center; it being understood and agreed that the occupants may have their usual identification signs on their building, as the same exists from time to time on similar buildings operated by them in California; provided, however, there shall be no rooftop signs which are flashing, moving or audible and provided said sign is architecturally compatible and has been approved by the Landlord/Developer and any authorizing governmental agencies.

#### PYLON AND MONUMENT SIGN

The Shopping Center shall be allowed to install one pylon sign not to exceed 40 feet in height on Central Avenue's main entrance. The shopping center shall be allowed to install one monument sign not to exceed 15 feet in height on School Road. The signage for the pylon signs shall include the available signage for the major anchor, market, drug and two additional tenants as designated by Landlord. The monument sign shall name the Shopping Center, Anchor Tenants and two additional Tenants. The location of the proposed monument and pylon signs are shown on the site plan attached hereto as Exhibit E-6. A copy of the pylon sign and monument sign are attached hereto as Exhibits E-7 and E-8.

#### FUTURE CHANGES TO CRITERIA

This sign criteria may be amended or changed in order to accommodate the requirements of the County or other governing bodies with regard to the final approval of the uniform sign program for the Shopping Center. If any such changes are required, this criteria will be amended to incorporate the required changes and Tenant agrees to abide by the new or amended requirements of the sign criteria.

#### REAR SIGN

Each Tenant possessing a non-customer door for receiving merchandise may have uniformly applied on said door in location directed by Shopping Center property manager, the Tenant's name and address. Size of letters will be two inches high, painted black in Helvetica medium letters.

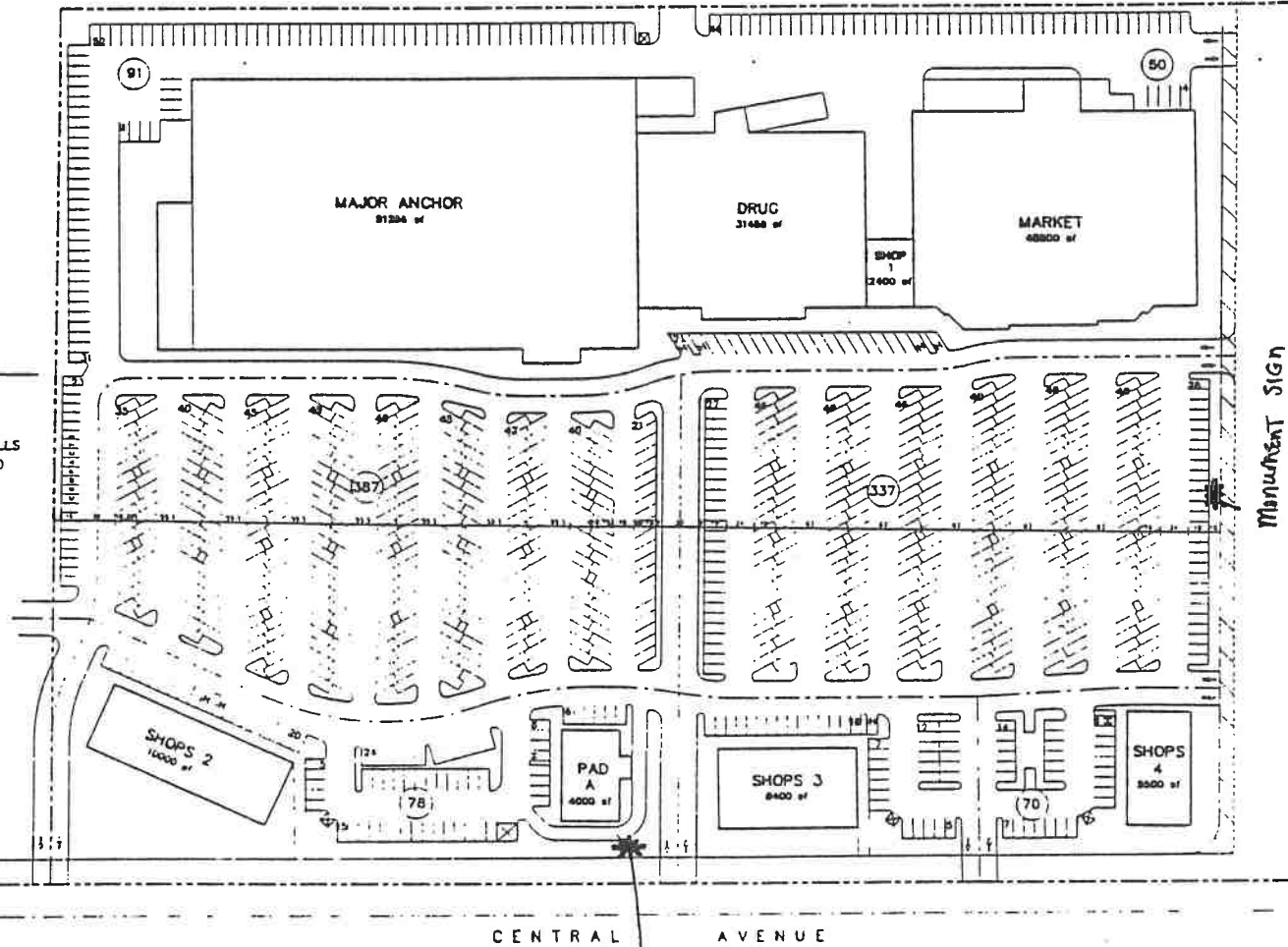
ANY DEVIATION TO THE ABOVE MUST HAVE WRITTEN LANDLORD APPROVAL PRIOR TO FABRICATIONS.



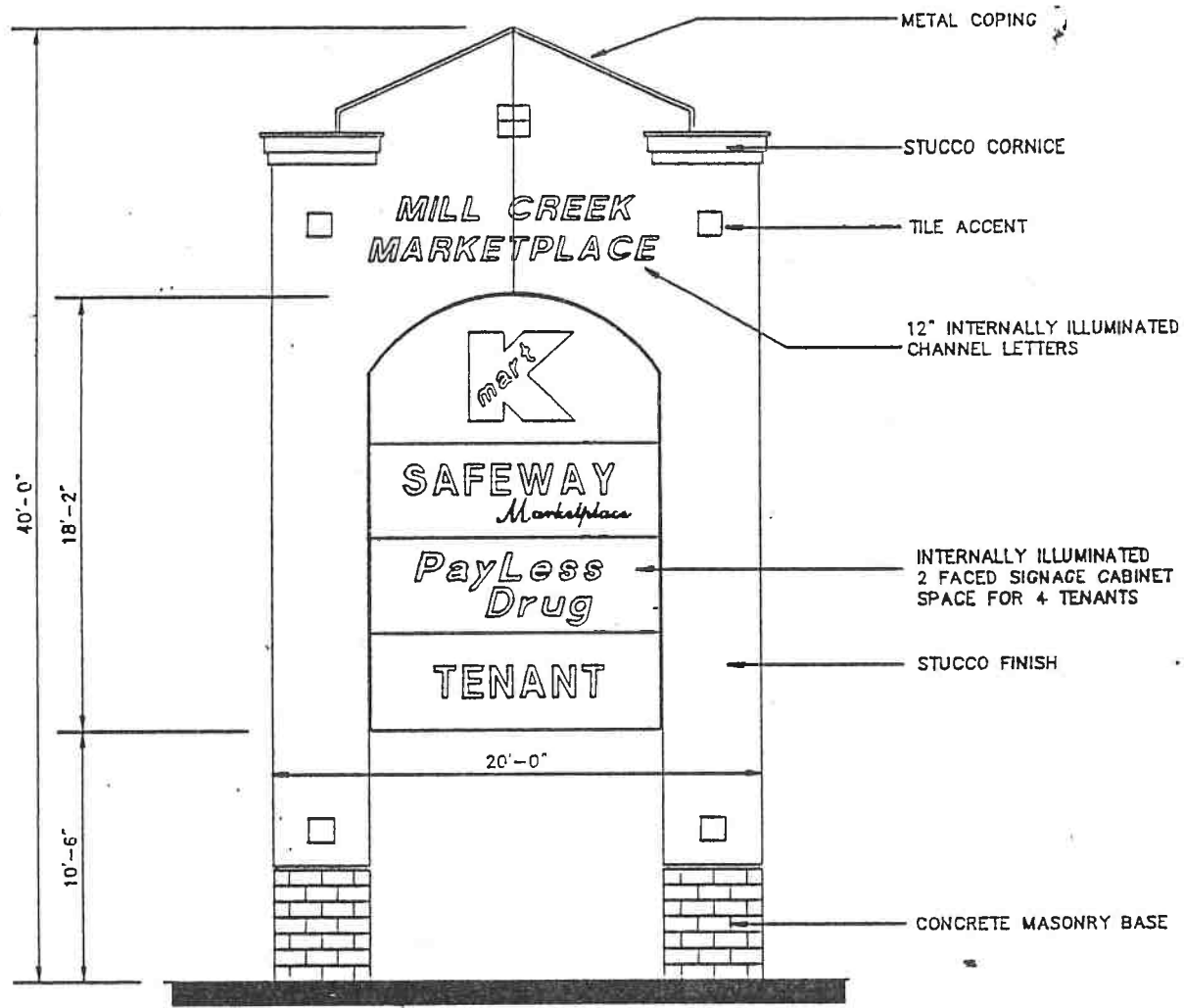


# SUMMARY

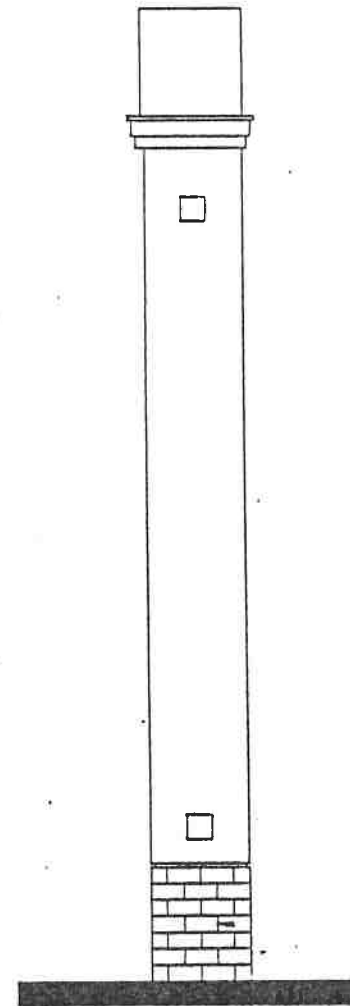
LAND ————— 198,824 sq  
 BLDG. —————  
 LAND / BLDG. ———  
 PARKING ————— 1013 STALLS  
 PARKING RATIO — 5.08/1000



PRELIMINARY SITE PLAN	MCKINLEYVILLE SHOPPING CENTER MCKINLEYVILLE, CALIFORNIA



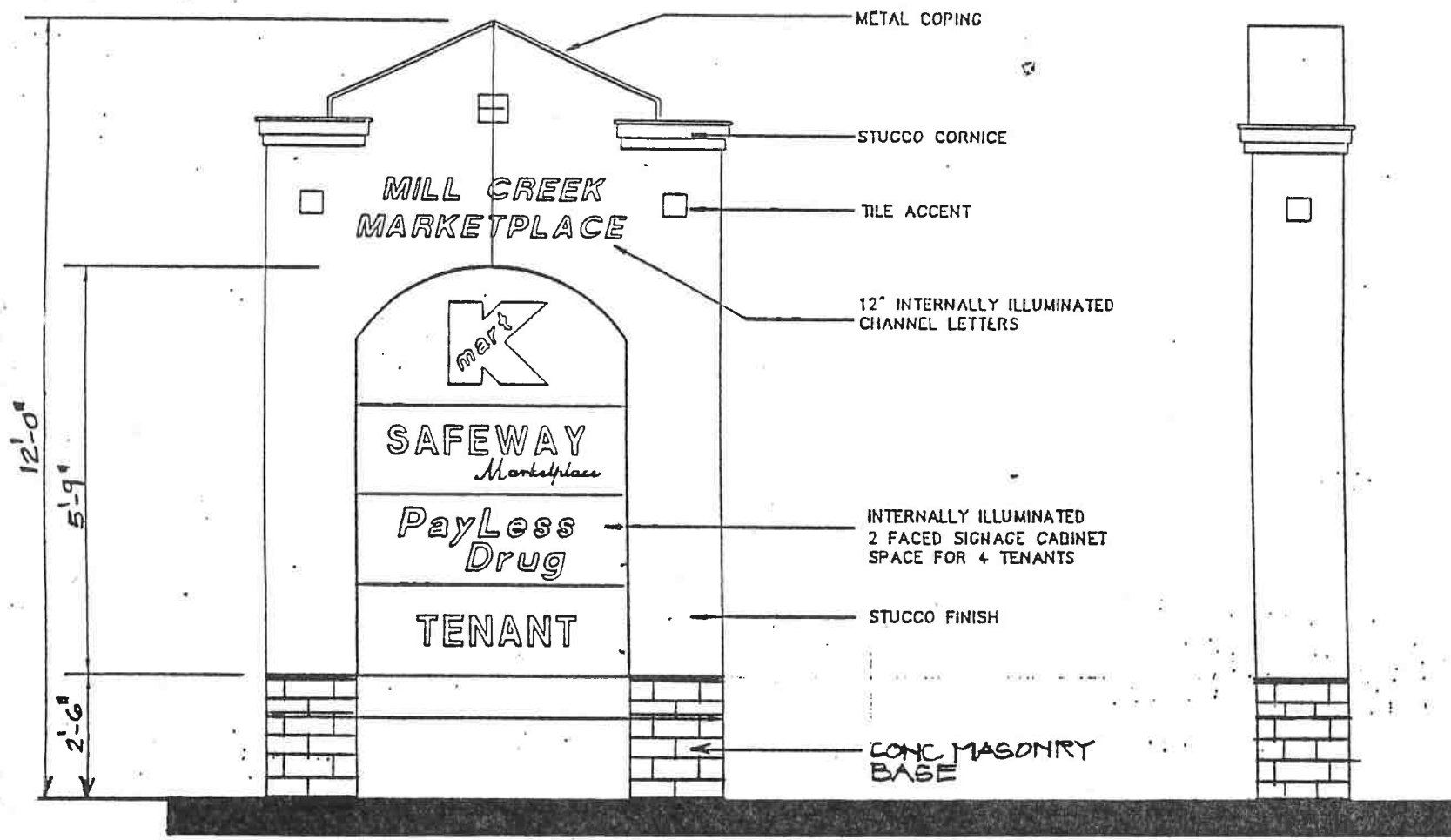
**FRONT/BACK ELEV.**  
 SCALE: 1/8"=1'-0"



**SIDE ELEV.**  
 SCALE: 1/8"=1'-0"

4/10/92		X-3
2002		
<b>ARCHITECTURAL DIMENSIONS</b> 1800 SOUTH MAIN STREET SUITE 105 WALNUT CREEK CALIFORNIA 94596 (415) 932-8051		





MONUMENT SIGN

FRONT/BACK ELEV.  
SCALE: 3/8"=1'-0"

SIDE ELEV.  
SCALE: 3/8"=1'-0"

4/16/02		X-12
B0003		
ARCHITECTURAL DIMENSIONS		
1600 SOUTH MAIN STREET SUITE 105 WALNUT CREEK CALIFORNIA 94596 14151 932-8851		