# AUTO CENTER PLAZA SIGN PROGRAM

S.E. Corner of I-15 Freeway and Jurupa Street Ontario, California

## LANDLORD INFORMATION:

Peninsula Retail Development Attention: Carter Ewing 301 Shipyard Way Newport Beach, California 92663 (949) 723-9500, Ext12

PLANNING DEPT APPROVED Permit | Date: 507

Approved: 9/13/2004 (File No. PSGP04-007) Amended: 5/25/2006 Amended: 9/1/2006 Amended: 8/4/2008 (File No. PSGP08-010)

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#### INTRODUCTION

These criteria have been established for the purpose of assuring a coordinated sign program for the mutual benefit of the tenants. It also insures continuity of exterior signage thereby maintaining the aesthetics of the retail complex. Conformance will be strictly enforced. Any nonconforming or unapproved sign will be brought into conformance with these criteria at the tenant's expense.

The Tenants are not authorized to deviate from these criteria without written approval. All signage shall comply with these criteria and Exhibits 1 through 7, as well as any and all rules and regulations of the City of Ontario and the California Commerce Center Specific Plan. In the event of a conflict, the City of Ontario rules and regulations shall control.

These criteria shall govern all exterior signage on the fascia of each tenant occupied space. All advertising and signage shall be furnished and installed by tenant at his/her sole cost. The City of Ontario building and electrical codes shall govern all sign installations. Cost of permits, approvals and sign maintenance to be borne by the tenant.

#### GENERAL REQUIREMENTS

(1) Tenant shall submit two (2) copies of the proposed sign plans to Landlord for approval. Written approval from landlord must be obtained prior to any submittal to the City of Ontario. All submittals must conform to the sign criteria herein described. Drawings shall include channel letter height and length, layout, electrical specifications, colors, method of attachment and the building elevation(s) to which the sign is attached.

(2) All permits for signs and their installation shall be obtained by and paid for by the tenant or his/her authorized sign company prior to fabrication.

(a) No animated, flashing or audible signs will be permitted.

(b) All signs and their installation shall comply with local building and electrical codes.

(c) No exposed raceways, neon crossovers or conduits will be permitted.

(3) Tenant is required to have the exterior signage installed and operable upon lease commencement date.

(4) Electrical circuit to sign may be provided by Tenant. Time clocks and/or photocells must be provided and installed by the tenant.

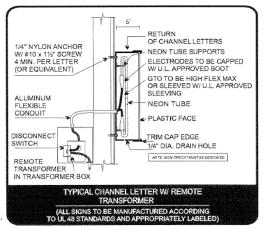


Figure 1: Cross Section

(5) Sign contractor shall repair any damage to structure caused by his work. Tenants shall be fully responsible for the operations of his/her sign contractor.

(6) All exterior electrical signage will bear the Underwriters Laboratories label, along with the manufactures label (no exposed labeling).

(7) All penetrations of the building structure required for sign installation must be neatly sealed in a watertight condition using GE I200 silicone or equivalent.

(8) Tenant's sign contractor shall submit to Landlord at time of drawing review, one true copy of contractor's active pocket license evidencing their full compliance with CSLB.

#### CONSTRUCTION AND DESIGN SPECIFICATIONS

#### **Multiple Tenant Buildings**

(1) Signs shall be composed of individual or script channel lettering only. Logos may be considered on a case-by-case basis. Logos will be considered as part of the allowable signage area.

(2) Tenants located in-line (excluding pads) shall be allowed a typical letter height of 26 inches maximum height and logos 32" maximum.

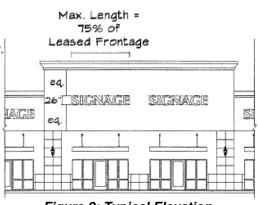


Figure 2: Typical Elevation

(3) Sign area is calculated at the rate of one

square foot of sign area for each lineal foot of storefront and must be centered, as shown on this page.

(4) The maximum length of the signage on PRIMARY or REAR elevations shall not exceed 75% of leased store frontage (see Figure 2). REAR elevation signage shall only be allowed on buildings backing up to existing freeways or streets (see Exhibit 5). *(Amended 5/25/2006)* 

(5) In no case shall a single tenant wall sign exceed 55 square feet.

(6) In-line tenants shall be allowed only one wall sign (with exception of section(7), below).

(7) Tenants located on a corner or end cap shall be allowed up to 3 wall signs. Each of the 3 signs shall be located on separate walls. REAR elevation signs shall be allowed subject to section (4), above. *(Amended 5/25/2006)* 

(8) Installation of all exterior illuminated signage shall be governed by and shall conform to these criteria. All signs to be flush-mounted, with no exposed raceways, conduits or crossovers (see Exhibit #5).

(9) Letter styles shall be Zurich Bold Extra Condensed, Humanist 531 Black or Goudy Old Style Extra Bold (see Figure 3).

Tenants with letter styles other than these specified may use them with Landlord and City of Ontario approval, provided they are registered trademarks and/or are in use at three other locations or more. Zurich Bold Extra Condensed abcdefghijklmnopqrstuvwxyz ABCDEFGHIJKLMNOPQRSTUVWXYZ

<u>Humanist 531 Black</u> abcdefghijklmnopqrstuvwxyz ABCDEFGHIJKLMNOPQRSTUVWXYZ

<u>Goudy Old Style Extra Bold</u> abcdefghijklmnopqrstuvwxyz ABCDEFGHIJKLMNOPQRSTUVWXYZ

#### Figure 3: Letter Styles

(10)Returns of all letters are to be 5-inches deep aluminum and shall be fabricated from 0.040 aluminum, painted bronze or to match face color. Letter backs shall be fabricated from 0.063 aluminum (see Figure 1).

(11)Letter faces shall be fabricated from translucent high performance 3/16" thick acrylic. Face colors are to provide good contrast with the background of the building. Colors allowed are # 2793 red, # 7328 white or #2114 blue. Tenants with colors other than these specified in this sign program may use them with Landlord and City of Ontario approval; provided, they are in use at three other locations or more (see Figure 1).

(12)Plastic trim cap around letters shall be  $\frac{3}{4}$ " bronze or painted to match face color (see Figure 1).

(13)Neon illumination shall be minimum I5 mm, 30 MA tubing (see Figure 1).

(14)Signage shall be centered vertically and horizontally as shown on tenants leased storefront or as dictated by Landlord for aesthetics, as shown on this page.

#### Freestanding Pad Buildings

Sign design shall be the same as the Multiple Tenants Building criteria, with the exception/addition of the following and as illustrated in Exhibit 1:

(1) Pad buildings occupied by a single tenant will be permitted 3 wall signs, provided each sign is located on a different side of the building and faces a public entrance, a public street or a parking lot (see Exhibit 1). Buildings with REAR elevation facing the I-15 Freeway or a street will be permitted an additional sign for that elevation (see Exhibit 5). *(Amended 8/4/2008)* 

(2) Maximum sign area shall be calculated at the rate of one (1) square feet of sign for each lineal foot of building elevation upon which the sign is placed.

(3) One line of copy allowed, letters not to exceed 26 inches in height and logos to be considered on a case-by-case basis by the Landlord, but shall be included in the total sign area.

(4) The length of wall signs shall not exceed 75 percent of the length of the tenant's elevation.

(5) In no case shall the total area of wall signs exceed 55 square feet per wall.

### Freestanding and Miscellaneous Signs

### Freeway Sign:

One (1) multiple tenant freeway oriented pylon sign with 5 tenant panels may be provided (see Exhibit 2). Each tenant panel shall be internally illuminated. Tenant copy/graphics shall be provided by each pre-authorized tenant and is subject to approval by the Landlord and the City of Ontario. The sign shall be located along the western property line of the site, perpendicular with the I-15 Freeway (see Exhibit 4). Locations of tenant panels and eligibility on the freeway oriented sign will be at the sole discretion of the Landlord.

#### Monument Signs:

Up to 3 multi-tenant monument signs with 4 tenant panels may be provided by the Landlord (see Exhibits 3 and 3A). Monument signs shall be internally illuminated. Locations of tenant panels and eligibility on the monument signs will be at the sole discretion of the Landlord.

#### Directional Signs:

Directional signs are allowed, maximum of 5 square feet in area and 4 feet in height. Signs may be internally illuminated. Such directional signs shall only contain information necessary for on-site circulation, parking and information. No advertising is allowed.

#### Menu Board Signs:

Menu boards on the interior driveways of drive-thru facilities shall not exceed 60 square feet in area and 7 feet in height. Speakers shall face away from neighboring property. No more than 2 menu boards per drive-thru shall be permitted.

#### INSURANCE

Sign Contractor shall carry Worker's Compensation Insurance on all workmen on the premises. Sign company shall carry Public Liability Insurance in the amount of Two Million Dollars (\$2,000,000) for a combined single limit against all damage suffered or done to any and ail persons and/or property while engaged in the construction or erection of signs.

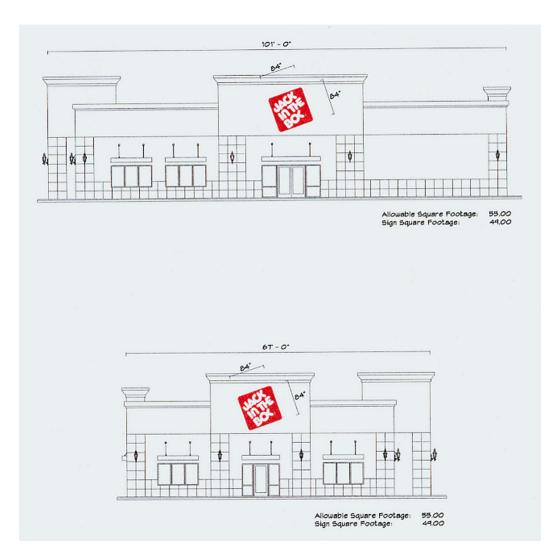
#### REMOVAL

Upon termination of lease agreement with Auto Center Plaza, it shall be the tenant's responsibility for the removal of his/her signage. The cost of removal shall be borne by the tenant. Tenant shall be responsible for patching and painting of fascia. Color and texture shall match existing fascia.

#### MANITENANCE

Tenant shall be responsible for the maintenance of his/her sign. In doing so, tenant agrees to keep the sign and its lighting in good appearance and proper operating condition. In the event the

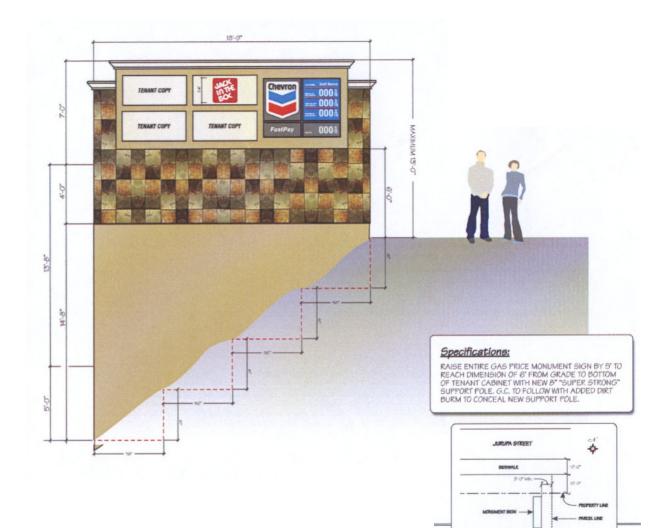
Property Manager notifies the tenant of an existing defect and the tenant fails to cure said defect within 10 days following notification by Property Manager, Property Manager may cause the defect to be repaired. Tenant hereby agrees to reimburse Property Manager for the cost of any such repairs within 10 days following receipt of any invoice setting forth those costs incurred by the Property Manager.



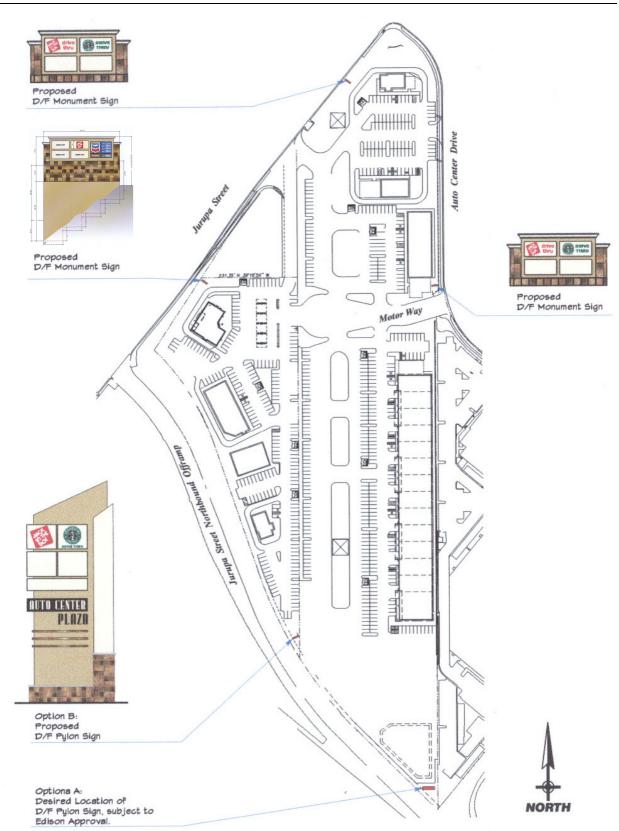








#### EXHIBIT 4: Site Plan



## EXHIBIT 5: Rear Exterior Elevation

