



City of Ontario
 Planning Department
 303 East "B" Street
 Ontario, CA 91764
 Phone: (909) 395-2036
 Fax: (909) 395-2420

Sign Program Application

APPLICANT/OWNER INFORMATION (print or type)

Property Owner: THE MILLS / ASIMON COMPANY
 Address: 225 W. WASHINGTON ST. INDIANAPOLIS, IN, 46204
 Telephone No.: 317-263-7948 Fax No.: 317-263-2333
 Applicant: ROBERT MORGAN, THE MILLS
 Address: 5425 WISCONSIN AVE. SUITE 500 MD, 20815
 Telephone No.: 301-968-6338 Fax No.: 317-464-8919
 Applicant's Representative: MCKENTLY MALAK ARCHITECTS
 Address: 35 HOGUS ALLEY SUITE 200, PASADENA, CA
 Telephone No.: 626-583-8348 Fax No.: 626-583-8387

(For staff use only)
 File No.: PSGP10-009
 Related Files: 316N Program
"ONTARIO MILLS ANCHOR"
 Submittal Date: 11/29/10
 Rec'd By: [Signature]
 Fees Paid: \$1,225.- ✓ #1894
 Receipt No.: _____
 Action: Approved Denied
 By: L. Babes
 Date: 12/15/10

Email: malak@mckently.com
mmalaby@mckently.com

Approved for revisions made to page 2-16

SITE INFORMATION

Site Address (include N, S, E or W): ONE MILLS CIRCLE, SUITE #1, ONTARIO, CA, 91764
 Assessor's Parcel No.: 238013860
 Development Name: ONTARIO MILLS
 Zone: PLANNED COMMERCIAL Euclid Avenue Overlay District?: Yes No
(SUBJECT TO THE CCN/ONTARIO GATEWAY PLAZA/WAGNER PROPERTIES, S.P.)

NOTES

REVISION TO SIGN PROGRAM PAGE 2-16
INCREASING MAX SIGN HEIGHT TO 35 FEET FROM 25 FEET
AND INCREASING MAX SIGN AREA TO 2500 SF FROM 2000 SF
NOTE: SIGN PROGRAM AMENDMENT

ONTARIO MILLS

PLANNING DEPT
APPROVED

Permit No.

By:

Date:

[Signature]
12/15/10

Revised 11-17-2010
McKently Malak Architects

Approved by
LB
12/15/10

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ANCHOR
DESIGN
CRITERIA
Handbook

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ONTARIO MILLS

Located at the intersection of the San Bernardino (I-10) and Ontario (I-15) Freeways, Ontario Mills will be the largest value oriented super regional mall in Southern California.

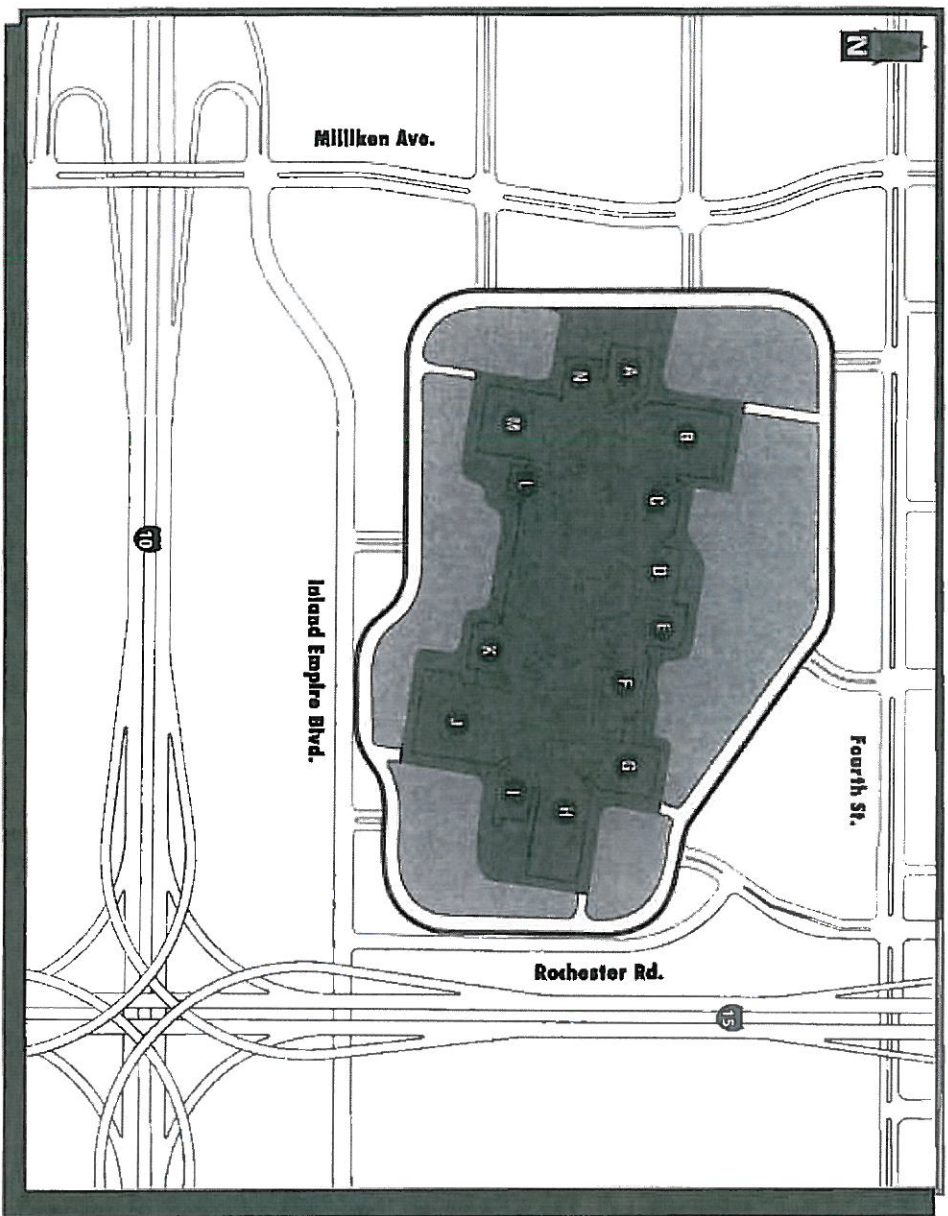
SCOPE

These criteria govern the design and construction of the Anchor Building and related site work. These criteria apply to all Anchors at Ontario Mills (ground sales, ground leases, building leases, etc.).

The following exhibits are included herein:

- Exhibit A: Site Development Drawings
- Exhibit B: Building Interface Drawings
- Exhibit C: Anchor Design Guideline Drawings
- Exhibit D: Summary of Provisions from California Commerce Center North / Ontario Gateway Plaza / Wagner Properties Specific Plan (4513-SP)

The design programs for the Mall Building, Anchor Buildings and Site undergo review by the shopping center developer, herein referred to as "MILLC", as design and construction of the project progress. MILLC may issue revised Design Criteria and Exhibits A-C as these design programs evolve.



SITE PLAN

A-N: Anchor Building Locations

GENERAL PROVISIONS

The Anchor Building shall be designed and constructed in accordance with these criteria. The design of the Anchor Building, which is subject to MMILIC review and approval, must be fully compatible with the design of the adjacent Mall Building. In addition, the Anchor Building must comply with all applicable code requirements. Nothing in these criteria is intended to relieve the Anchor of any obligation for compliance with code requirements.

Specific architectural and engineering requirements and limitations for the delivery of utility services to the Anchor's Pad Limit Line and for the connection of the Anchor's Building to the adjacent Mall Building are shown on the Site Development Drawings-Exhibit A, the Building Interface Drawings-Exhibit B, and the Anchor Design Guideline Drawings-Exhibit C, for the Anchor.

Within the Pad Limit Line, MMILIC shall provide (1) the utility laterals and (2) the Anchor pad compacted to 95% (Modified Proctor) at 8" +/- 0.1' below the finished floor elevation, all as noted on the Site Development drawings. EXCEPT TO THE EXTENT THAT THE AGREEMENT BETWEEN ANCHOR AND MMILIC SPECIFICALLY PROVIDES OTHERWISE, ALL OTHER WORK INSIDE THE PAD LIMIT LINE SHALL BE BY ANCHOR AT ITS SOLE EXPENSE.

(To the extent that MMILIC performs any additional work for the Anchor within the Pad Limit Line (building shell, building systems, etc.), the design and construction of that work shall comply with these criteria, as if that work were being performed by the Anchor.)

The Anchor shall furnish and remove temporary facilities, staging areas and haul roads. The Anchor shall be responsible for the preservation, maintenance and repair to original condition of all work by MMILIC outside the

Pad Limit Line. EXCEPT TO THE EXTENT THAT THE AGREEMENT BETWEEN THE ANCHOR AND MMILIC SPECIFICALLY PROVIDES OTHERWISE, ALL PERMANENT CONSTRUCTION OUTSIDE THE PAD LIMIT LINE SHALL BE PERFORMED BY MMILIC.

In the event Anchor requests MMILIC to make changes in the utilities, lighting, paving, landscaping, or any other work by MMILIC indicated on the Exhibits, all such changes shall be at Anchor's sole expense (including the costs of redesign and construction plus a 15% fee for administration) which costs become due upon presentation of an invoice by MMILIC. MMILIC shall not be responsible for any delay in Anchor's schedule arising from any such request by the Anchor for a change in MMILIC's work as shown on the Exhibits. Further, MMILIC shall be under no obligation to undertake such changes or to permit Anchor to undertake such changes if, in MMILIC's opinion and sole discretion, MMILIC determines that such changes are inconsistent with MMILIC's design criteria or governmental requirements, or if such changes would reduce the number of parking spaces on the site.



REPRESENTATIVE ANCHOR ENTRANCE

DESIGN

The Anchor Building must be designed by an architect registered in the State of California. All drawings and specifications will be reviewed by MMLLC for conformance with these criteria and the written agreement between the Anchor and MMLLC. Each phase of drawings and specifications (Schematic Design, Design Development and Construction Documents) must be approved by MMLLC prior to proceeding to the next submittal phase and beginning any construction or fabrication.

One set of sepias plus 6 sets of prints and specifications shall be submitted to MMLLC's Anchor Coordinator for review and approval for each phase listed below:

Design Phase I: Schematic Design Drawings

Design Phase II: Design Development Drawings

Construction Documents Phase

The Schematic Design and Development Drawings must include elevations and sections of the exterior, interior, storefronts and entrances, as well as all plans, elevations, and sections need to demonstrate all site design elements (loading dock, sidewalk, landscaping and lighting, transformer and egress). The Schematic Design and Design Development Drawings must address all design standards set forth in these criteria. Complete color boards and material samples shall be submitted with either the Schematic Design or the Design Development drawings. Construction Documents must be reviewed and approved by MMLLC prior to issuance for construction.

Submittals shall be sent to:

The Mills Corporation
6170 W. Grand Avenue, Suite 304
Gurnee, IL 60031

Attention: Howard Parschke, Director of Construction

MMLLC shall respond to each submittal within ten (10) business days of receipt. Each submittal shall be either approved, approved as noted or rejected and returned for revision by MMLLC. The Anchor shall be responsible for ensuring that each of its submittals is made in an acceptable and timely manner, so as to comply with any schedule for construction of the Anchor Building.

Approved Construction Documents may not be revised without review and approval by MMLLC, except that revisions to approved Construction Documents need not be submitted so long as revisions do not alter to any extent the approved design of (a) any signage, (b) the building exterior, (c) the interior entrance and storefront, (d) the Anchor Entrance Retail Area, or (e) utility locations or routing.

ANCHOR DESIGN, CONSTRUCTION, FIXTURING AND MERCHANDISING PROCESS

ITEM	DURATION IN WEEKS	WEEKS TO BE COMPLETED IN ADVANCE OF SCHEDULED OPENING
Mall Site Plan & Preliminary Anchor Building Footprint to Tenant	0	68
Tenant's Preliminary Building Layout/ Fixture Plan to Landlord	8	60
Prepare Preliminary Construction Documents	10	50
Construction Document Review & Comment	4	46
Final Construction Documents	3	43
Bid/Award/Permit	4	39
Anchor Building Construction	26	13
Tenant Fixturing	8	5
Tenant Merchandising	4	1
Store Opening	1	0

BUILDING EXTERIOR

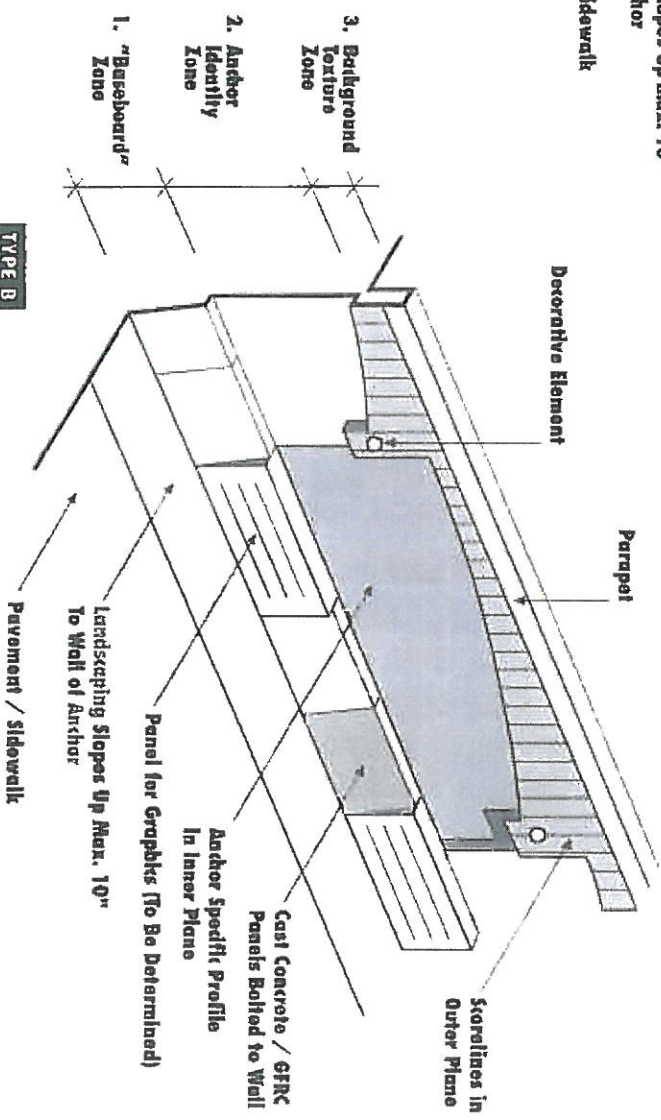
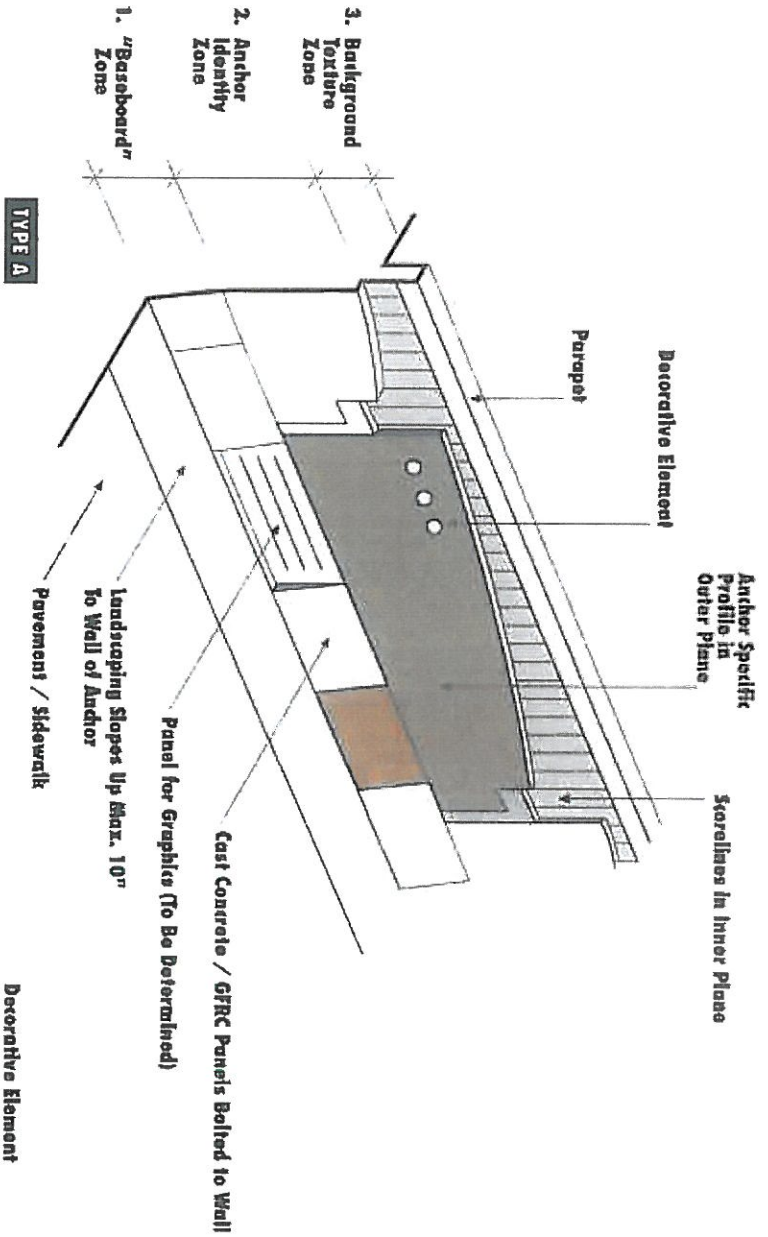
Architectural design of the Anchor Building shall be in accordance with the Anchor Design Guideline Drawings. In addition, the Anchor Building architecture, building materials and color shall be comparable with the enclosed Mall and all other anchor buildings. The design and location of the Anchor's exterior entrances shall not interfere with the sight lines to any Mall Building exterior entry structure.

HVAC equipment, transformers, motors, equipment racks, meters, trash compactors, loading docks, antennae, and similar objects, whether mounted on the roof or the ground, shall be screened from public view, in accordance with the requirements of the Specific Plan. The Anchor shall employ parapet walls, screen walls, or other building or landscaping elements to completely screen such objects from public view. Screen walls shall relate to the Anchor Building's style of architecture and be landscaped appropriately. MMLLC may, at its discretion, require the Anchor to provide sight line studies to verify the need for screening.

Downspouts, roof leaders, ventilation grills, and similar elements shall not be permitted on the Anchor Building facade.

Anchor Buildings at Ontario Mills will use one of two types of building exterior designs. Type A, the "projecting wall", combines three horizontal zones along with a wall plane that is "added" to the Anchor Building. The horizontal zones, which are common to both varieties of wall types, consist of the following: Zone 1- the "Base Board", comprised of angled cast concrete or GFRC panels, as well as an area for graphics; Zone 2- the Anchor Identity Zone, the largest of the three components, is constructed of plaster or EIFS, and "projects" from the building wall; and Zone 3, the Background Texture Zone, which is intended to contrast with Zone 2 and the parapet.

**BUILDING EXTERIOR AND ENTRY**



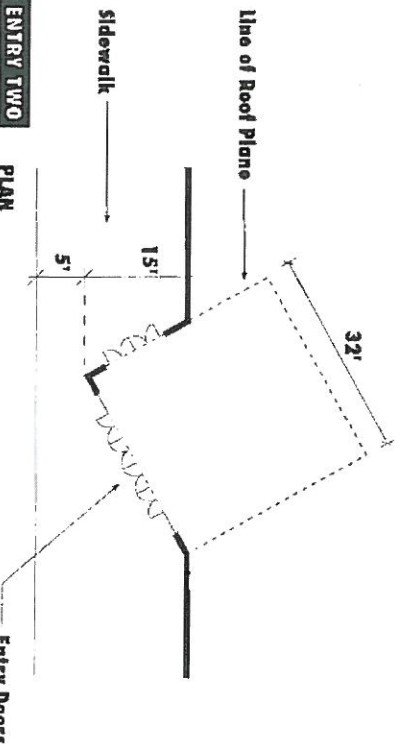
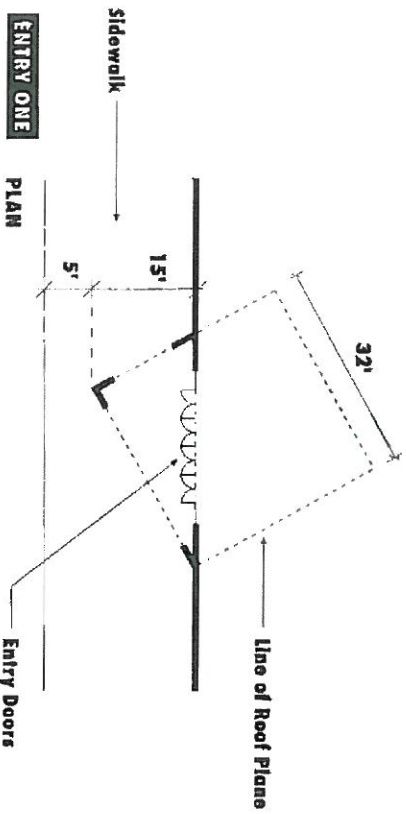
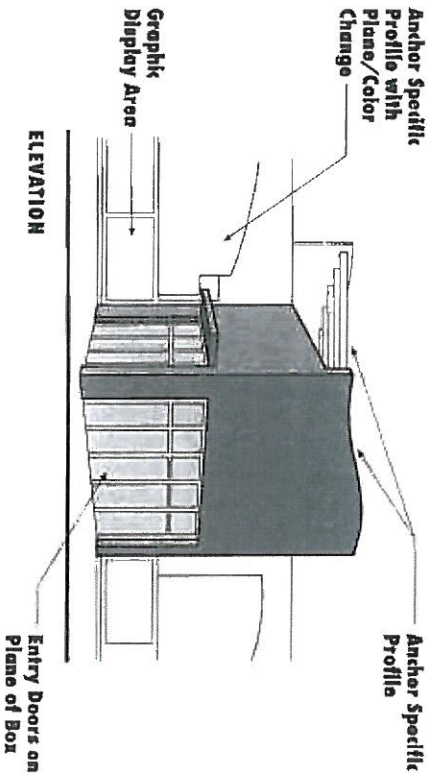
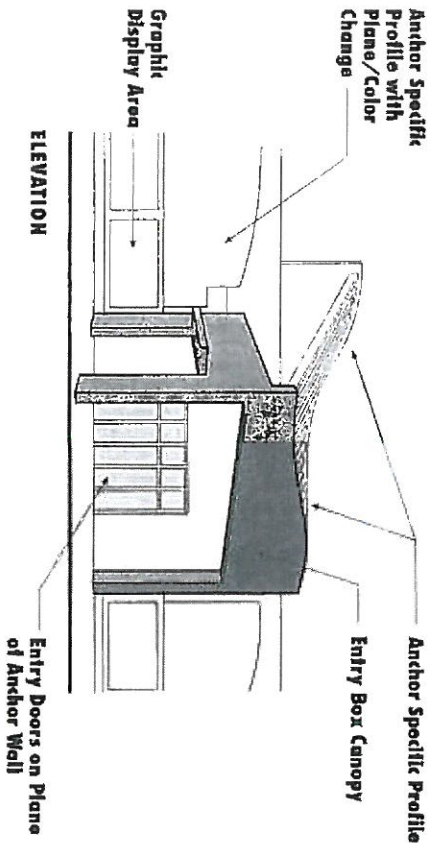
Whereas Type A is a "projected" design, Type B is a "recessed" concept. Like the other wall design, Type B is made up of three Zones: Zone 1 is nearly identical to the other program, with the exception that the graphic area stands away from the wall rather than set back into the wall; Zone 2 still comprises the majority of the wall area, but appears to be "recessed" rather than "projected"; and Zone 3, which is positioned in front of the Zone 2 wall.

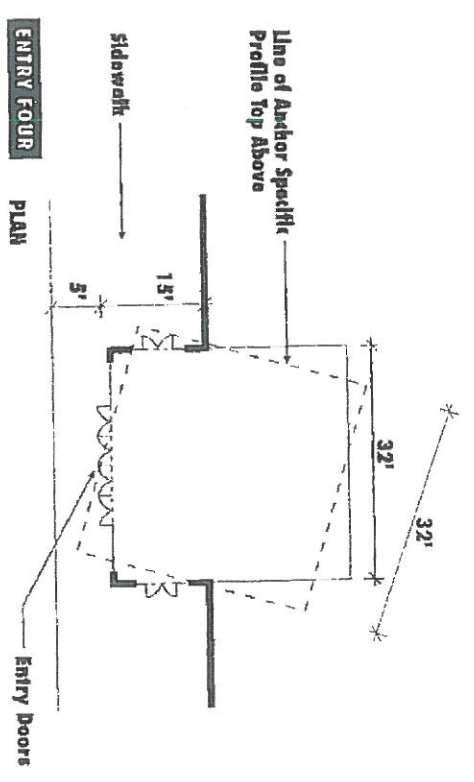
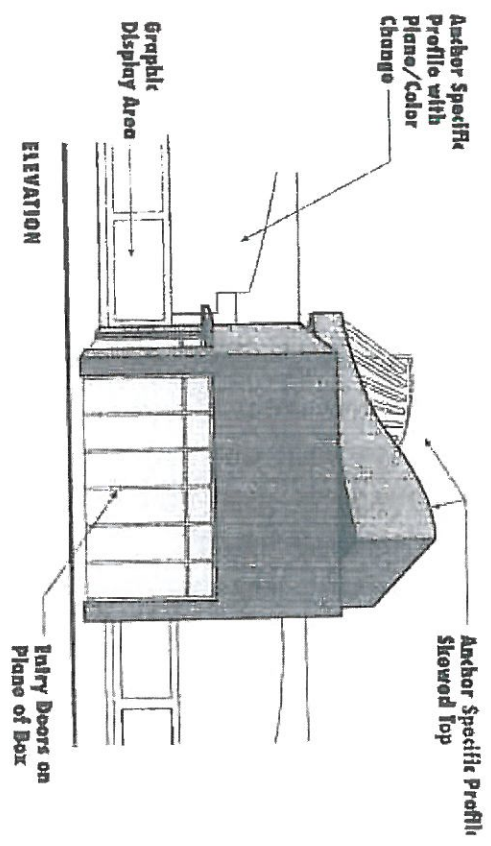
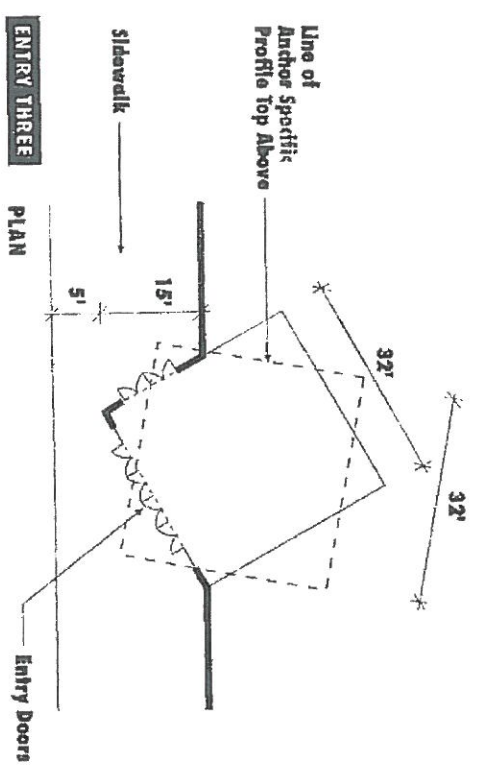
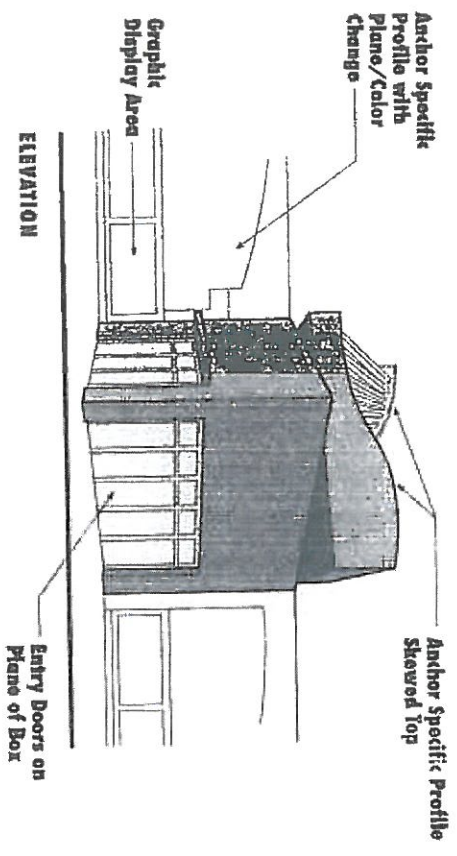
EXTERIOR ENTRANCES

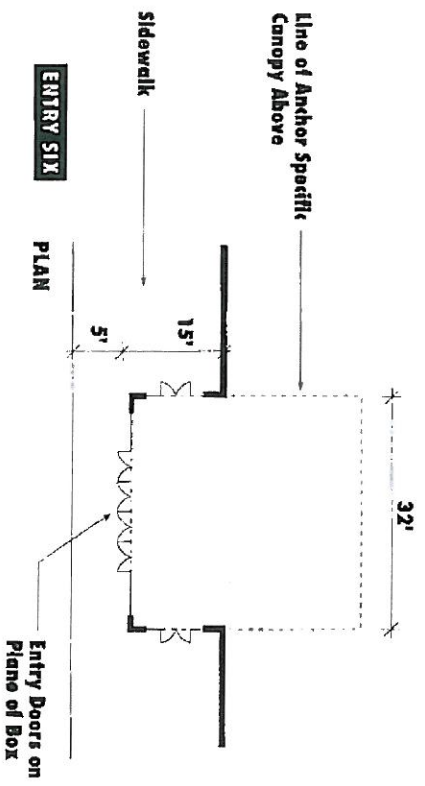
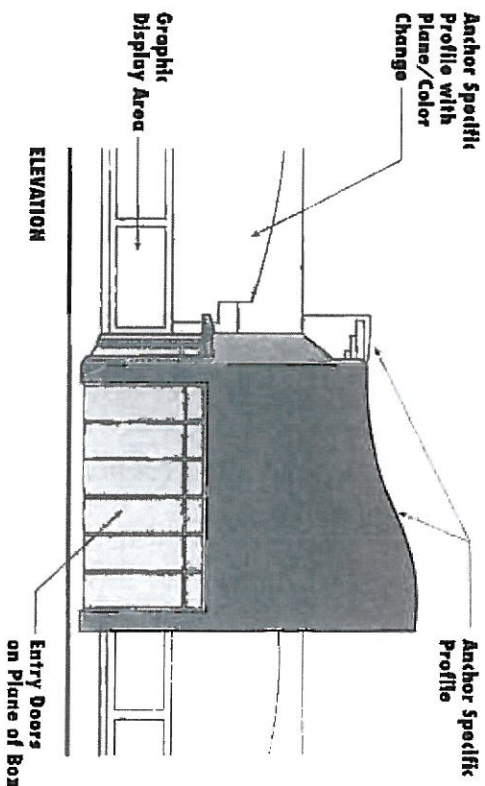
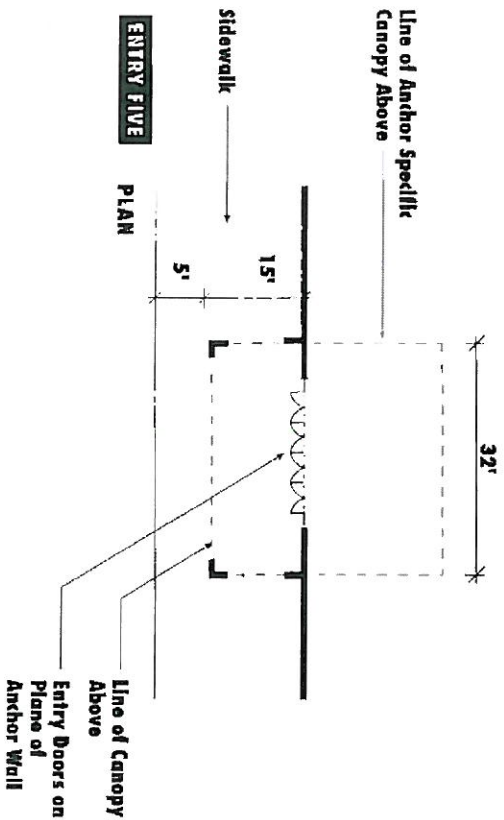
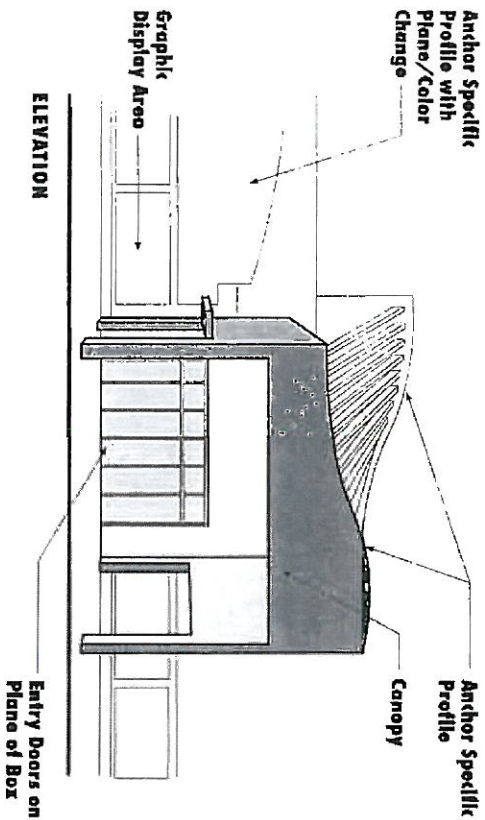
The exterior entrances to the Anchor Buildings at Ontario Mills are intended to be dramatic gateways to the store. They are highly visible and inviting to the customer, whether he or she is driving to the center, locating a parking space or walking to the mall. Their scale and design are meant to be a complement to, and contrast with, the Anchor Buildings.

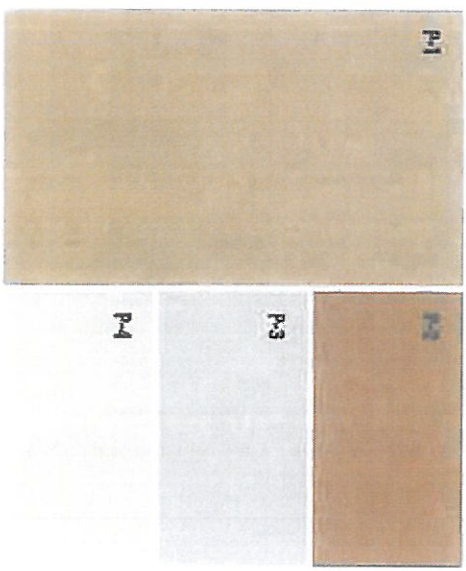
The six different exterior entrances shown here are driven by one basic concept. This basic concept dictates that an entry form is either set square to the exterior wall or at an angle. Entries One, Two and Three are set at an angle while entries Four, Five, and Six are set square. Within this basic concept of a square or angled orientation, two additional options are provided to create the six entry variations. The first option is that the entry structure may be either fully enclosed with doors set on the plane of the entry structure as shown in entries Two, Three, Four, and Six, or the entry structure may be an open frame with the doors set on the building wall as in entries One and

Five. The second option allows the top of the entry to either remain aligned to the entry structure as in entries One, Two, Five, and Six, or to rotate off the structure alignment as in entries Three and Four. The deployment of these options creates the matrix of possibilities as represented in the drawings of entries One through Six. Each anchor will also have a specific silhouette or profile shape on their entry and exterior wall. The unique anchor profile in combination with the entry matrix illustrated here will give each anchor a distinct exterior.

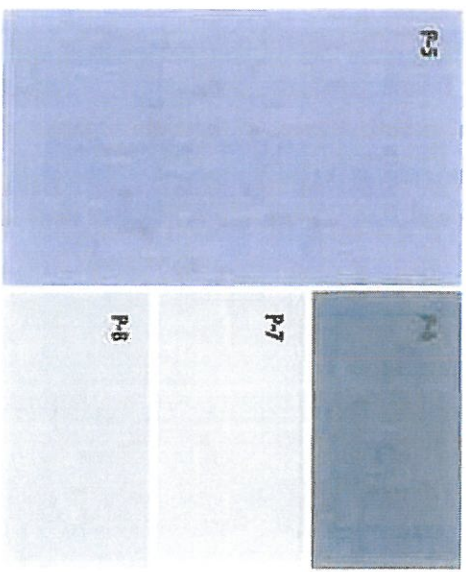




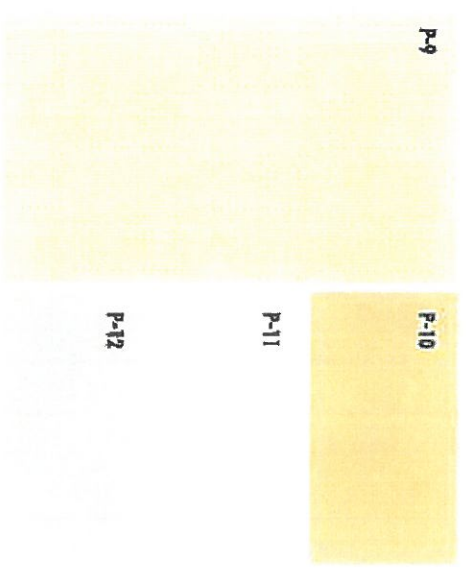




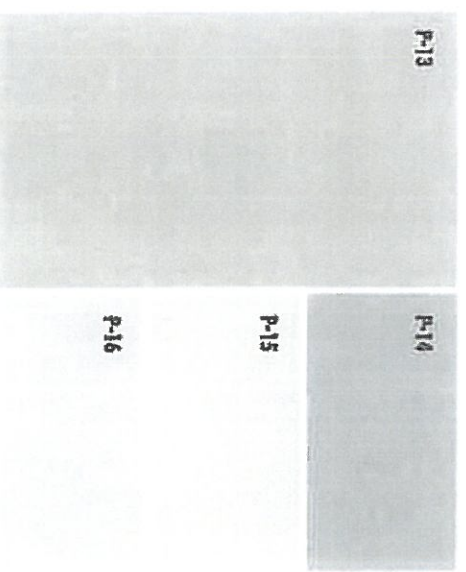
Color Scheme A



Color Scheme B



Color Scheme C



Color Scheme D

Color palettes represented on this page are subject to change and may not represent final paint colors accurately. Please see original paint palettes on file at MMHLC office.

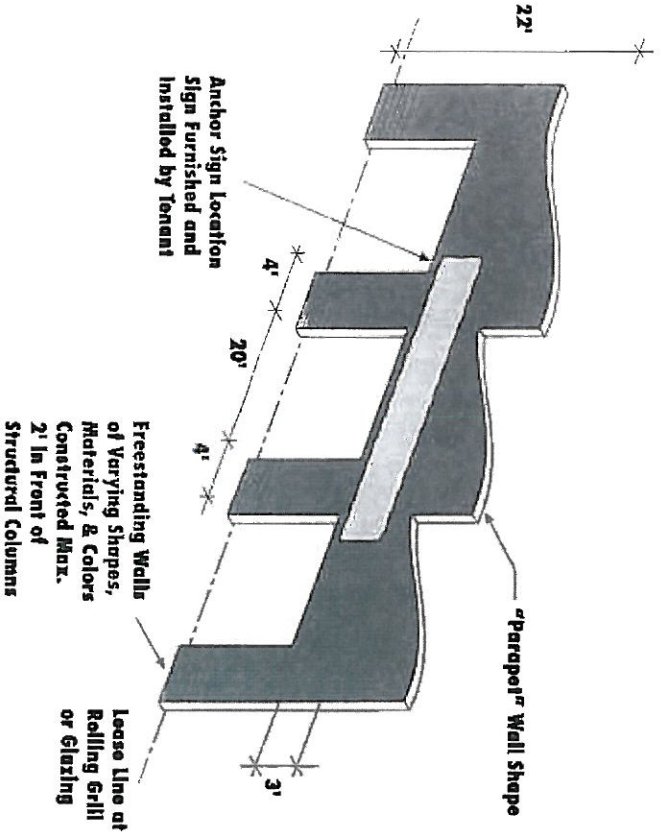
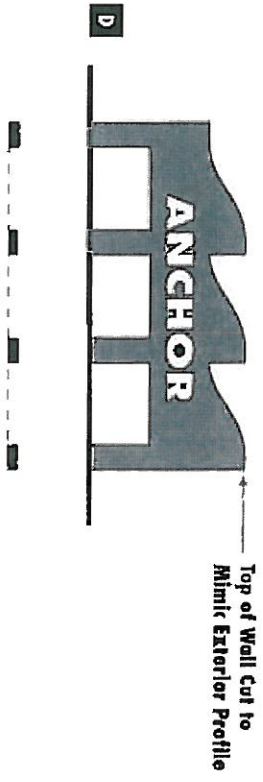
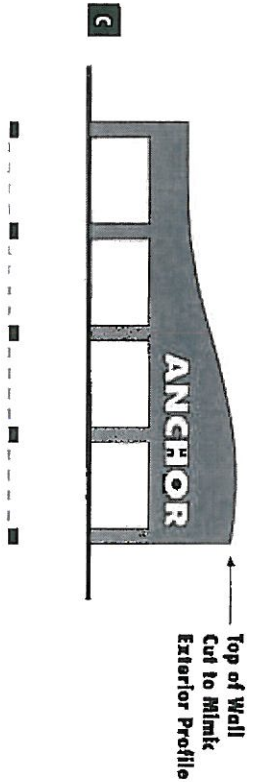
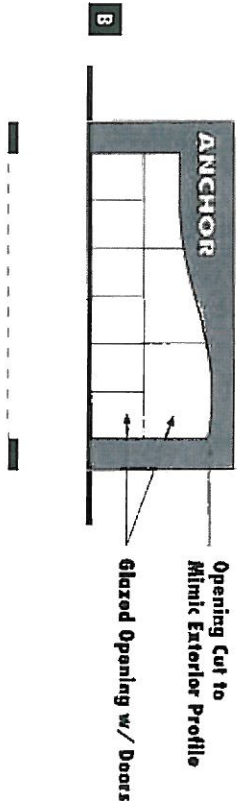
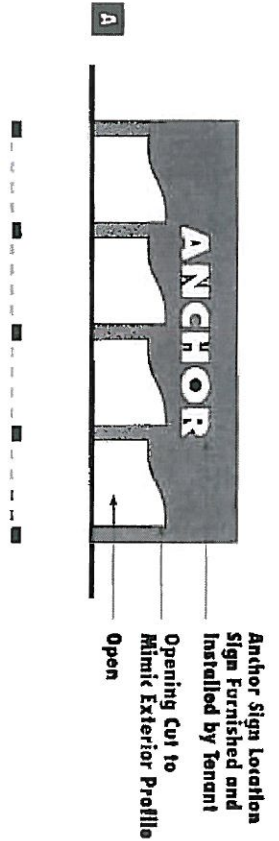
INTERIOR ENTRANCES

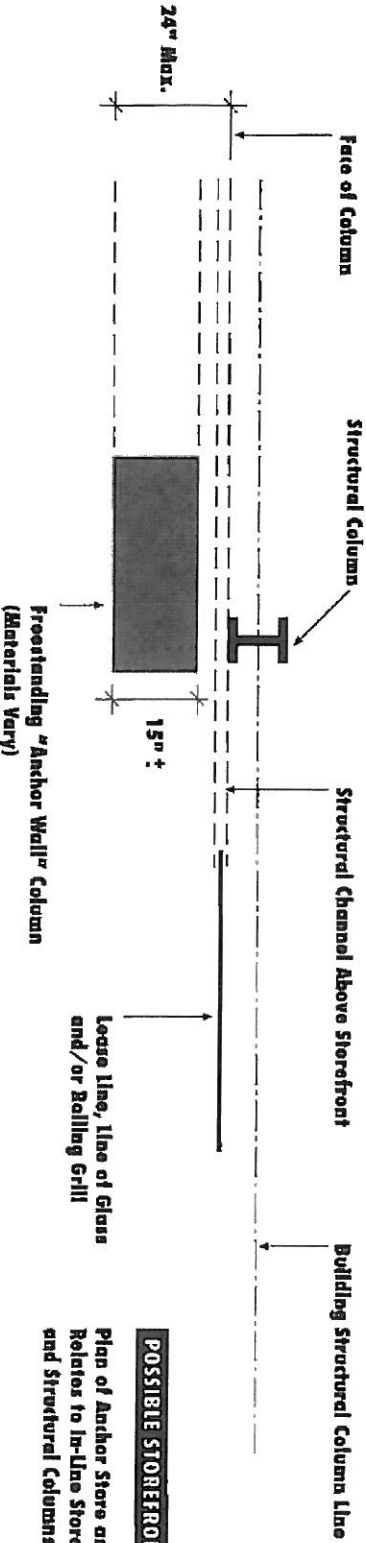
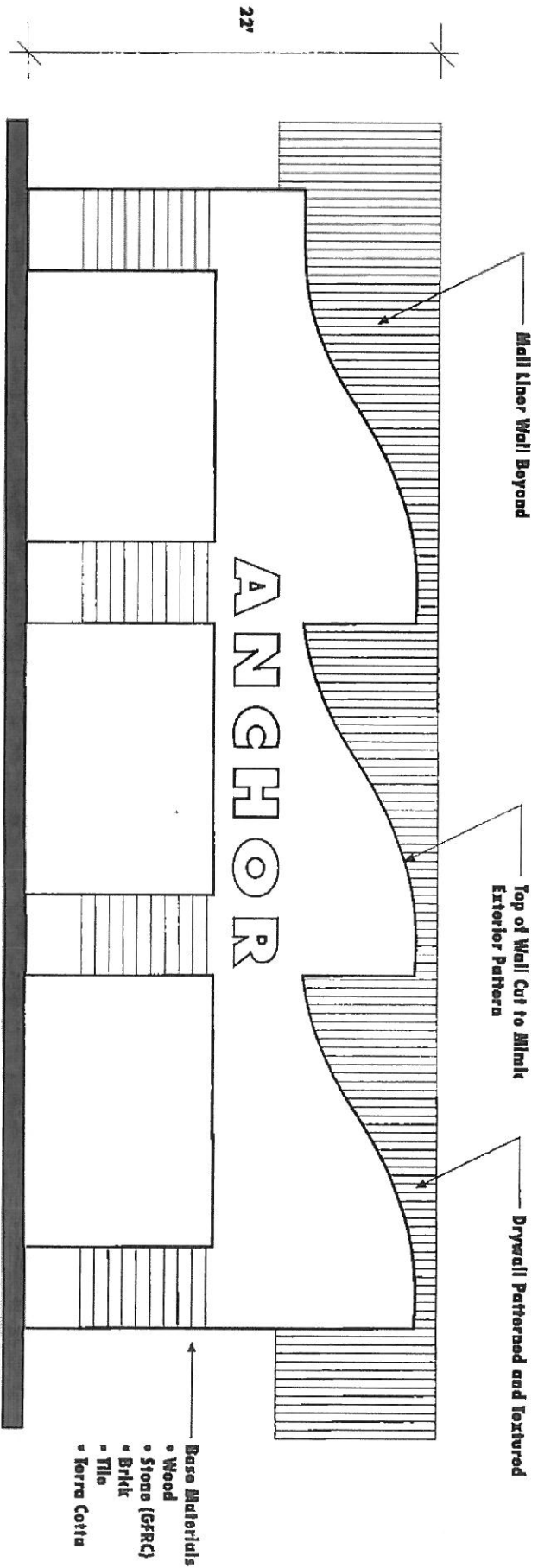
The Anchor storefront shall be designed in accordance with the Building Interface Drawings and the Anchor Design Guideline Drawings, and constructed by the Anchor. In addition, the storefront design must be compatible with the design of the Mall Building interior at the Building Interface.

Most of the Anchor stores are planned to include an area approximately 40' or 50' x 120' just inside the interior entrance to each such store. The Anchor's initial fixture and merchandise plans and finishes for this area are subject to review and approval by MMLIC. MMLIC will conduct its review pursuant to the guidelines set forth in the design package for Anchor interior entrances, a copy of which will be provided to the Anchor upon request.

POSSIBLE ENTRANCE OPTIONS

Drawings show one profile shape derived from exterior facade pattern. Other profiles are available.





POSSIBLE STOREFRONT DETAIL

Plan of Anchor Store as it Relates to In-Line Stores and Structural Columns

Freestanding "Anchor Wall" Column (Materials Vary)

Loose Line, Line of Glass and/or Bolling Grill

Building Structural Column Line

Structural Channel Above Storefront

Structural Column

Face of Column

24" Max.

13" +/-

ANCHOR

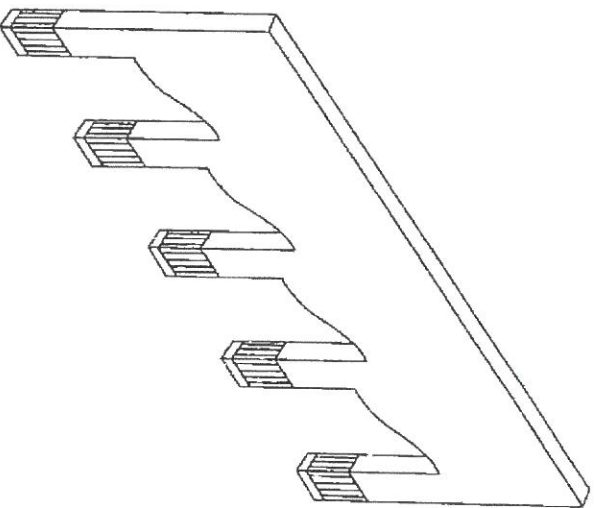
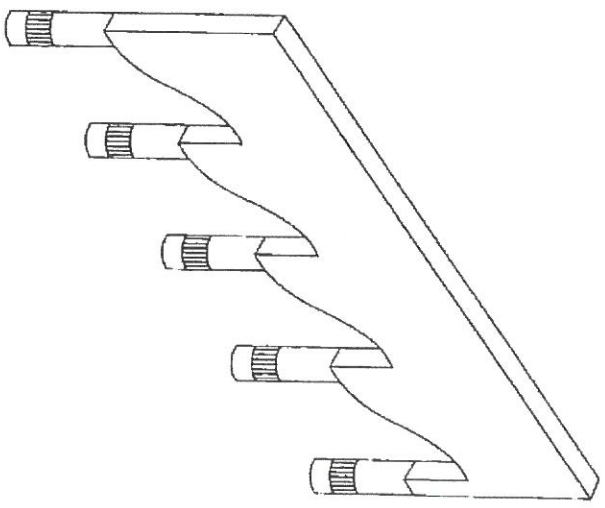
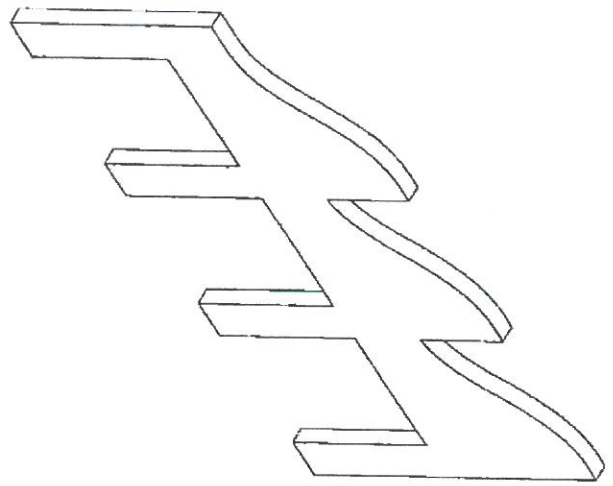
- Base Materials
- Wood
- Stone (GFRC)
- Brick
- Tile
- Terra Cotta

THREE BAY ENTRY

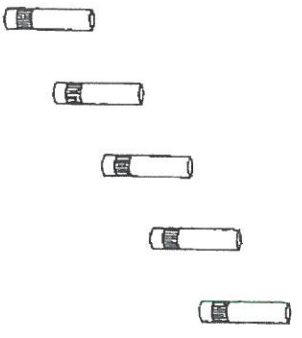
ELEVATION

PLAN

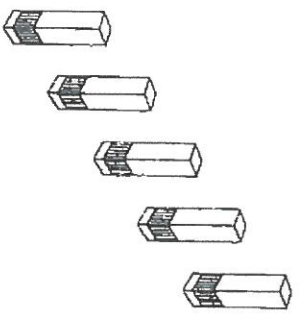
22'



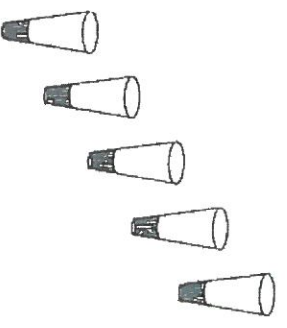
THREE EXAMPLES OF PROFILE / COLUMN COMBINATIONS



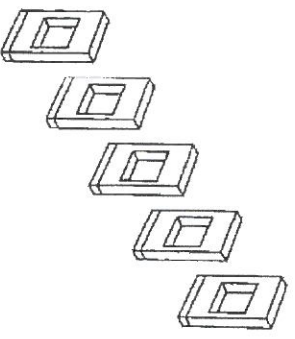
Round Columns



Square Columns

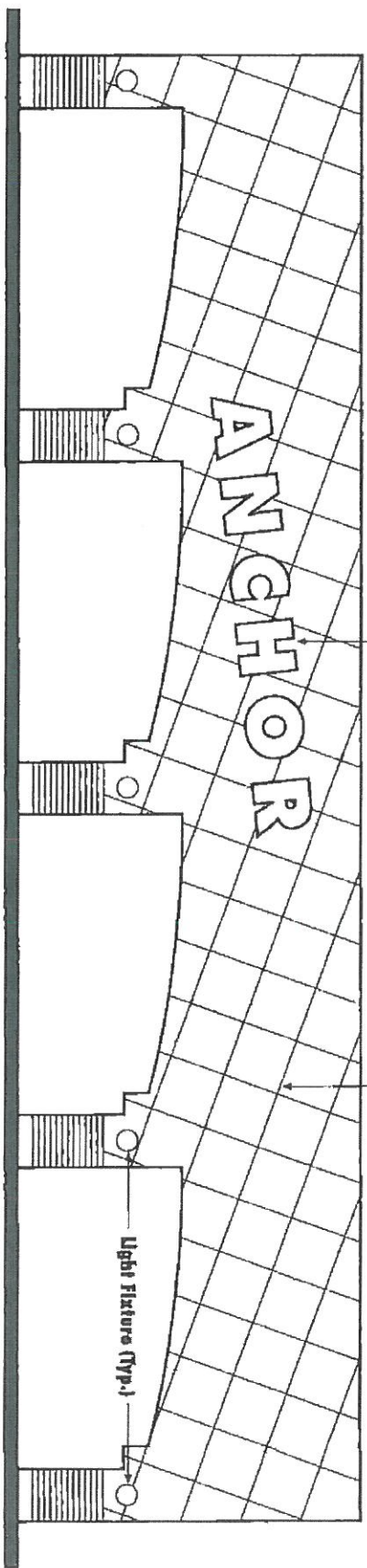


Conical Columns



Piers with display

COLUMN CHOICES



Individual Channel
Internally Illuminated Sign
Furnished and Installed by Tenant

Drywall Patterned and Textured

Light Fixture (Typ.)

ELEVATION

PLAN

FOUR BAY ENTRY



STRUCTURAL

Anchor Sale

Shared footings are not permitted. Further, the Anchor's footings shall not encroach on the Mall Building Property.

Anchor Lease

If practicable, MMLLC will work with the Anchor to provide shared footings along the interface line between the Anchor Building and the Adjacent Mall Building; however, shared footings meeting the Anchor's structural design requirements can be provided only if the Anchor's column layout is compatible with the Mall Building and if loads, designs, anchor bolt locations and anchor bolts are received in time from the Anchor to permit coordinated and efficient construction without delay in the construction of either party's building. MMLLC will provide such shared footings at cost to the Anchor, allocated on a pro rata basis. The numerator shall be the total design load in kips applied by the Anchor Building to the shared footings. The denominator shall be the total design load in kips applied by the Anchor and Mall building to the shared footings.

MMLLC shall provide a cost and schedule estimate to Anchor prior to the start of work on shared footings. The Anchor shall provide anchor bolts to the MMLLC's General Contractor a minimum of one week prior to the scheduled pouring of the shared footings. Such anchor bolts shall be installed in the shared footings by MMLLC's General Contractor in accordance with approved drawings submitted by the Anchor to MMLLC.

The Anchor shall construct separate footings if information or materials from the Anchor for shared footings is not available in a timely fashion or if Anchor does not desire shared footings. The Anchor's separate footings may cross the Building Interface line, but only in the event that MMLLC specifically approves such encroachments and the construction of the encroaching footings does not

interfere with or undermine any MMLLC work within the adjacent Mall building area.

BUILDING INTERFACE

The Anchor shall provide the rated wall required by code at the Building Interface. In the event that MMLLC shall have installed an unrated temporary or permanent construction of the Anchor Building, the Anchor may leave that unrated wall in place (except at the storefront area) or remove it. Where the Anchor removes the unrated wall, it must protect and restore all other work by MMLLC.

A full expansion joint shall be located at the interface between the Anchor Building and the Mall. The Anchor shall be entirely responsible for the installation of this expansion joint.

The Mall Building roof will be covered by an extended watertight labor and materials warranty. To the extent required to preserve this warranty, all flashings, transitions and other connections at the Building Interface shall be installed by MMLLC's contractor, at Anchor's expense.

LIFE SAFETY AND FIRE PROTECTION

MMLLC has retained a code consultant to analyze the City of Ontario's life safety and fire protection code requirements. This Consultant has prepared a report which summarizes these requirements and sets forth certain clarifications and equivalencies that have been accepted by State of California and the City of Ontario. A copy of this report which can be made available to the Anchor for its reference. Among other things, the City has agreed that anchor store construction can be Type II-N, except the Cinema which will be Type II-FR, and that the maximum travel distance shall be 200'.

Except for Anchors "A", "D", "I", "J" and "N", all other Anchors will require a smoke evacuation system and shall be on its own zone. The Mall Building zone adjacent will sequence inco outside air mode when the selected Anchor smoke control system is activated; however, the Anchor may be permitted to draw supply air from the Mall Building in its smoke control mode. Each Anchor's smoke control system will be final tested before occupancy. Emergency power is required for the smoke control system.

Each Anchor shall furnish an electrically supervised automatic sprinkler system, and, if required by code or any insurance carrier or MMLLC, shall furnish conduit and wiring at the Building Interface for a signal annunciation or fire alarm system, at a location designated by MMLLC. All fire sprinkler heads shall be the quick response type.

In addition to code and any other requirements set forth herein, the Anchor shall comply with all requirements for its building imposed by Fireman's Fund, the representative of MMLLC's insurer.

Nothing contained herein establishes any responsibility between the Mall and any Anchor to cross-monitor each other's fire protection system.

All exiting, exit corridors and exit passageways from any Anchor shall be located entirely within the Anchor's demised space and shall terminate directly to the exterior. Exiting from any Anchor shall not open into the mall or any mall corridor.

UTILITIES

General

The Anchor shall furnish to MMILC, as soon as practicable, all necessary load calculations and other information necessary to enable MMILC to verify that the Anchor has designed its Building to meet the utility availability conditions established in the Site Development Drawings.

The Anchor shall be responsible for all tap and meter fees and other charges assessed by any utility or governmental body for installation of its service, including, but not limited to, those charges assessed for (a) connection of service, (b) installing any lateral feed from the loop system on site to the Anchor Building, and (c) supplying any meter or extending any utility service to the Anchor within the Pad Limit Line. The Anchor shall reimburse MMILC within thirty (30) days of receipt of invoice for any such tap and meter fees and other charges paid in advance by MMILC.

All excavations for utilities by Anchor outside its building shall be backfilled using select material, free of organic matter, and compacted to 95% Modified Proctor.

Electric

Electric service will be provided by Southern California Edison Company (Edison).

Contact:
Bob Kllock
Southern California Edison Company
(909) 930-8433

Edison will provide ductbank and primary cable to the transformer pad location within the Pad Limit Line shown on the Site Development Drawings. The Anchor will be responsible for the ductbank from the transformer pad to the Anchor Store. Edison will provide the transformer, and connect the primary cable to the

transformer. The Anchor will be responsible for all materials (except any secondary service cable meters, CT's and PT's provided by Edison) and installation on the store side of the transformer. If the Anchor wishes for the transformer pad to be installed at some location other than that shown on the Site Development Drawings, the Anchor must make separate arrangements with Edison at no cost to MMILC.

Natural Gas

The Southern California Gas Company (Gas Co.) has agreed to make gas service available to the Anchor Building, from the line shown on the Site Development Drawings. The Gas Co. will extend the service to the Anchor building, and provide and install the gas meter. The Anchor is responsible for all distribution on the store side of the meter. The Anchor must make separate arrangements for gas service directly with the Gas Co. at no cost to MMILC. Any anchor desiring gas service should contact:

Craig Goalen
Gas Co.
(909) 335-7572.

Water

Water to the Anchor Building is provided by the City of Ontario Water Department. MMILC shall provide a single lateral each for domestic and fire water to the Building. The size and approximate invert elevations and locations of the laterals are shown on the Site Development Drawings. The Anchor is responsible for making arrangements with the City for installation of a domestic water meter. The Anchor is responsible for extending these services into its building. The anchor shall provide all pressure reducing valves, detector check valves, tamper switches, pressure booster pumps and other equipment needed for complete systems.

Contact:
Rosemary Hoerning
City of Ontario
(909) 986-1151.

Storm

The Anchor shall comply with all MMILC and governmental requirements for the control, environmental quality and disposal of storm water on site. The Anchor shall be responsible for pumping storm drainage from any recessed loading dock area if the area cannot be drained by gravity to the storm trunk lateral (s) provided by MMILC. The size and approximate invert elevation and location of each of two (2) gravity laterals provided by MMILC are shown on the Site Development Drawings.

Sanitary

Sanitary service of the Anchor Building is provided by the City of Ontario (City).

Contact:
Rosemary Hoerning
City of Ontario
(909) 986-1151

MMILC shall provide a single gravity lateral within the Pad Limit Line. The size and approximate invert elevation and location of the gravity lateral are shown on the Site Development Drawings.

Telephone

An empty 3" conduit for telephone service to the Anchor shall be provided by MMILC at the location shown on the Building Interface Drawings. The Anchor shall be responsible for all connections and for providing cable through the conduit to the telephone room where the conduit originates in the Mall Building. The Anchor shall arrange for telephone service with the company of its choice.

HVAC

The Anchors shall be provided with roof mounted, packaged, direct expansion cooling, constant air volume, variable discharge air temperature, air conditioning units, complete with control systems and accessories required for space temperature control and ventilation. Roof mounted air conditioning units shall be selected by the landlord's or Anchor's engineer in accordance with the equipment sizing procedures in the California Energy Code, Title 24. Equipment shall be selected for maximum energy efficiency, meeting all requirements of Title 24 as a minimum, and shall include automatic air-side economizer controls (to take advantage of "free cooling" when available) and programmable operation controls to sequence units and reset air temperatures in order to minimize energy consumption. The Anchor shall also be provided with roof mounted exhaust fans for toilet and general smoke exhaust, as required. Anchor air conditioning and exhaust equipment shall satisfy all applicable code and listing requirements pertaining to construction and operation, of the State of California and Authorities having jurisdiction. Roof mounted equipment shall be installed on roof curbs selected and constructed specifically for the support of corresponding equipment and to raise the equipment a minimum of 14" above the roof. Ductwork, piping, and conduit associated with roof mounted equipment shall penetrate the roof structure within the perimeter of the roof curb. Roof openings shall be the minimum dimensions required to accommodate ductwork, piping and conduit only. The area beneath roof top air conditioning units within their roof curbs, shall be lined with acoustical insulation and gypsum board for noise attenuation.

The Anchor shall have cooling and heating load calculations prepared in accordance with the latest edition of the ASHRAE FUNDAMENTALS handbook and the requirements of the California Energy Code, Title 24, by a Professional Engineer, registered in the State of California, and submitted to the Landlord for approval. The landlord's or Anchor's engineer shall perform

calculations and select air conditioning equipment to maintain the following indoor temperatures at the corresponding outdoor temperatures:

SEASON	INDOOR TEMP.	OUTDOOR TEMP.
SUMMER	78FDB/50%RH	99FDB/69FWSB
WINTER	70FDB/30%RH	33FDB

During unoccupied periods the building temperatures shall be allowed to rise or drop in accordance with Title 24 cooling setup and heating setback guidelines.

Ventilation air shall be calculated and provided as prescribed in ASHRAE Standard 62-1989, the California Uniform Building Code, and Title 24. Minimum ventilation air quantities may be based on either CFM/SQ.FT. or CFM/PERSON given the code required minimums for each measure are satisfied and the greater quantity is provided. The minimum ventilation rates shall be .2 CFM/SQ.FT. multiplied by the conditioned space floor area, or 15 CFM/PERSON multiplied by the maximum expected number of occupants. Toilet room air shall be exhausted, via dedicated exhaust systems with roof mounted fans, directly to outdoors. Toilet room and janitor closet exhaust may be combined into one system; no other exhaust may be combined with systems serving toilet rooms and janitor closets. Toilet room exhaust rates shall be 2 CFM/SQ.FT. or 75 CFM/FIXTURE, whichever is greater. Janitor closets shall be exhausted at 3 CMF/SQ.FT. or 75 CFM/CLOSET, whichever is greater.

The Anchor HVAC system shall be equipped with smoke detectors and engineered smoke control provisions for the Anchor's premises as required by Code and/or the Authority having jurisdiction. The Anchor's smoke control system shall consist of sequencing air conditioning unit supply fans, outside air and smoke dampers, and roof mounted smoke zone general exhaust fans as required to maintain air pressure relationships in order to contain smoke within the defined smoke zone(s). The anchor shall wire smoke detectors installed in the air conditioning ductwork and other fire alarm devices to the Anchor's fire

alarm control panel. The Landlord will install a communication link from the Anchor fire alarm control panel to the Mall fire alarm control system. The Anchor's fire alarm contractor shall provide all the necessary and appropriate contracts, relays and devices required for communication interface with the Mall fire alarm control system. Final connections of the Anchor fire alarm control panel to the Mall fire alarm control system will be by a Landlord designated contractor, at the expense of the Anchor.

Anchor air distribution and exhaust ductwork shall be sized, designed, constructed and installed in accordance with the recommended practices and requirements of the California building codes, ASHRAE and SMACNA. Duct systems shall be designed for constant volume, low velocity and pressure, and shall be constructed of galvanized steel or aluminum. Flexible ductwork not exposed to view may be used, provided the installed length does not exceed 4'-0". Each duct branch off of main trunk ducts shall be provided with volume dampers for air balancing. All supply ductwork distributing below ambient temperature air and all exhaust ductwork within 10'-0" of roof exhaust fans shall be thermally insulated to prevent condensation. Ductwork requiring insulation shall be either externally wrapped or internally lined with vapor barrier thermal insulation conforming to the performance requirements of Title 24. Air terminal devices (i.e., ceiling supply diffusers, exhaust inlet registers) shall be selected and installed as required to achieve draft-free air movement and minimal noise. Fire and smoke dampers of appropriate ratings shall be installed wherever Anchor ductwork penetrates fire or smoke-rated partitions or as required by code or regulation. Dampers must carry the appropriate U.L. listing. Anchor ductwork and equipment must be supported by structural members as designated by the Landlord.

The Anchor HVAC equipment specifications, weights, dimensional information, electrical characteristics, cooling capacities, control system components, and sequences of operation shall be provided to the Landlord for review and approval. The Landlord shall also be provided with specifications and design drawings of the Anchor HVAC systems for review and approval. The Anchor shall engage the services of a certified air balancer to adjust and balance the air conditioning and exhaust systems and shall provide the Landlord with a copy of the final balancing report.

The Anchor shall also commission and demonstrate both the temperature control and smoke control systems, to the Authorities having jurisdiction (as required), and provide certification of these systems' proper operation to the Landlord.

PAVING, SIDEWALKS, LIGHTING, AND LANDSCAPING WITHIN THE PAD LIMIT LINE

Within the Pad Limit Line, the Anchor shall install paving, sidewalks, lighting at entrance and service areas, docks, screens, loading areas, irrigation systems, and landscaping, all in accordance with the Building Interface Drawings, Anchor Design Guideline Drawings, and Specific Plan.

All such work shall conform to the design and layout of the work furnished and installed by MMILC between the exterior face of the Mall Building and the back face of curbs at the inner circulation road. All such work shall meet adjacent MMILC work at a level grade or with slopes in accordance with good engineering practice, and shall match the design of the adjacent MMILC work, including all standard construction details provided by MMILC. The finish grade of all work by Anchor in this area shall insure drainage away from the building and toward the parking lot. The Anchor shall provide additional soil as needed to eliminate any low spots caused by settlement of topsoil or backfill placed by Anchor.

Night lighting of the Anchor Building facades shall not be permitted.

Anchor shall repair any damage to adjacent MMILC work caused by Anchor during the course of Anchor's construction.

SIGNAGE

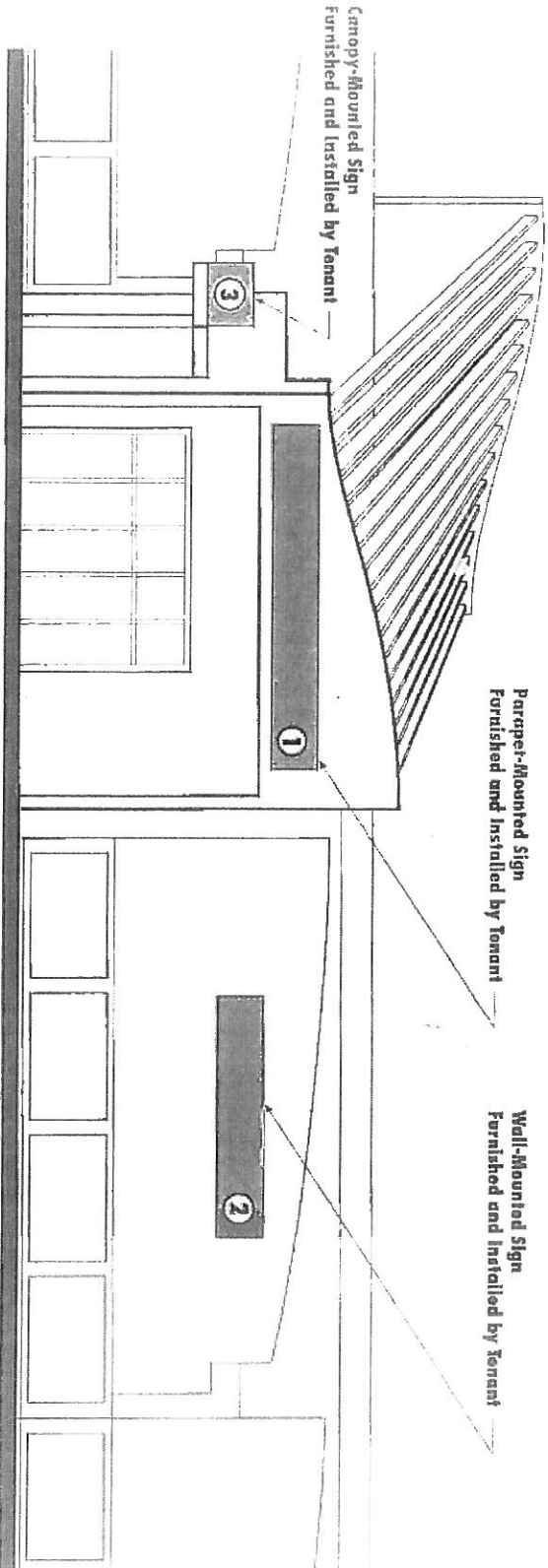
Exterior Building Signage

All Signs shall meet the requirements set forth in the Anchor Design Guideline Drawings shown in this document and the Specific Plan, and shall be subject to review and approval by MMILC as to location, size, text, color and material. The Anchor shall be required to install at least one exterior sign on the Anchor Building. The Anchor shall not be allowed to install more than one exterior sign on each Anchor Building facade, for a total of no more than three (3).

Signs shall be internally illuminated individual channel letters. Logos are permitted. Moving or flashing signs shall not be permitted. Signs shall be properly proportioned in relation to the surface upon which the sign is mounted. No sign or supporting structure shall project more than twelve inches (12") out from the wall of the Anchor Building. Wall-mounted signs may not be mounted higher than 35' and cannot be larger than 250* square feet per sign face. The sign surface area shall be measured by connecting the outermost points of all letters and logos and measuring the area contained within the figure so generated.

There are three acceptable sign locations: 1- parapet-mounted above the main entry doors; 2- wall-mounted on adjoining walls; and 3- canopy-mounted at the entry. Sign locations 1 and 3 shall not project above the roof line. Sign location 2 shall not be longer than 1/5 the length of the wall on which it is mounted, nor may it take up more than 7% of the wall surface area.

*Revised 11-17-10



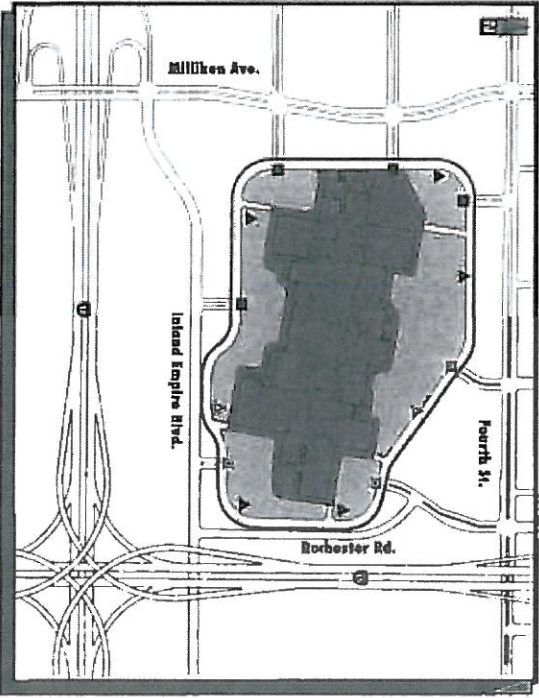
EXTERIOR SIGN LOCATIONS

BILLBOARD SIGN

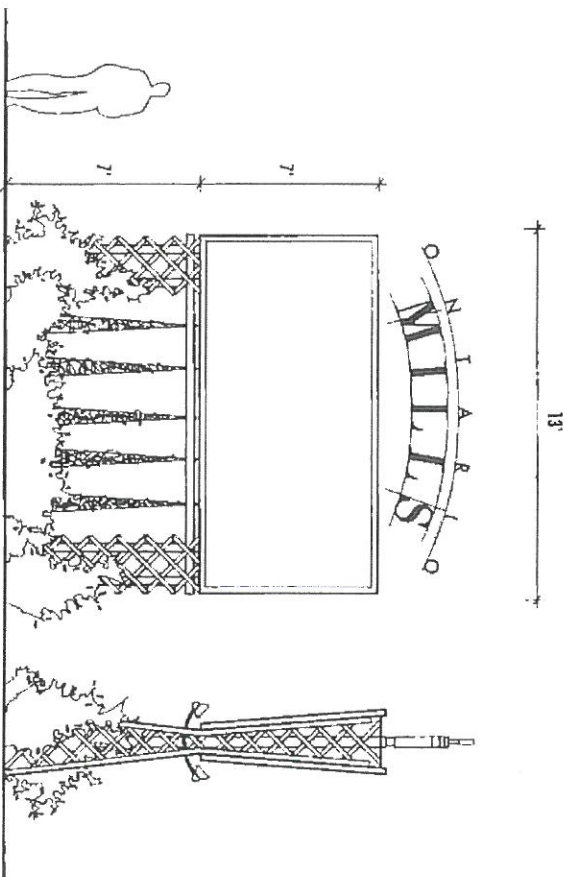
Each Anchor may have one billboard-style sign provided by the Landlord at the ring road. Billboard signs will be two-sided with a different anchor represented on each side. Signs shall be no higher than 15' and no larger than 100 square feet per sign face. The sign shall be at least 10' inside the curb, and may consist of the anchor name and logo, if applicable, and a graphic image supplied by the anchor. The Anchor will provide the camera-ready artwork, 3M Scotchprint (or approved equal), and installation of the graphic image. All graphics are subject to review and approval by the Landlord.

DIRECTIONAL SIGN

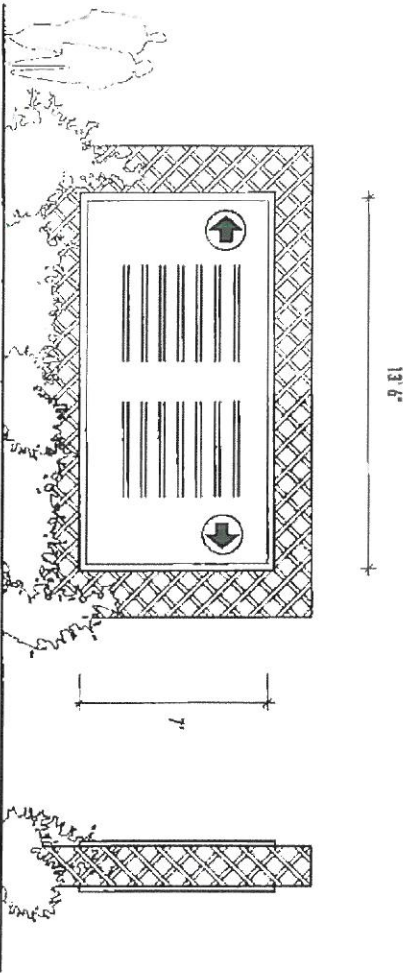
The Landlord shall provide a directional sign at each entry to the ring road with directional information for each Anchor.



- ▲ Anchor Billboards (2 Sided) Quantity: 8
 - Major Directional (1 Sided) Quantity: 7
- Note: Secondary Directional Sign Locations T. B. D.



BILLBOARD SIGN



DIRECTIONAL SIGN

Interior Storefront Signage

The Anchor shall be permitted one interior entrance sign. The location, size, text, color and materials of the signage at the Anchor Entrance shall be coordinated with MMILIC interior court and the storefront design at the Anchor Entrance, and shall be subject to MMILIC review and approval. The sign shall be internally illuminated approval. The sign shall be internally illuminated individual channel letters. Logos are permitted. Moving or flashing signs shall not be permitted. The sign shall be properly proportioned in relation to the surface upon which it is mounted. The maximum sign height shall be 36", and the maximum sign length shall not exceed 30' - 0". No box signs of any kind will be allowed. The Anchor Design Guideline Drawings in the Interior Entrances section identify further design criteria.

Signage Construction and Illumination

All signs shall be constructed of quality materials, and meet all requirements for code and Underwriter's Laboratories (U.L.) approval. During Mall operating hours, all interior illuminated signs shall be activated by a time clock from 1/2 hour before Mall opening to 1/2 hour after Mall closing. All exterior illuminated signs shall be activated by a photo-sensor until 1/2 hour after Mall closing on all days the Mall is open.

Signage Submission

Prior to fabrication, all Anchor signs, whether interior or exterior, shall be submitted to MMILIC (6 prints and 1 reproducible) for review and approval.

Submit to:

The Mills Corporation

6170 W. Grand Avenue, Suite 304

Gurnee IL 60031

Attention: Howard Parschke, Director of Construction

No provision herein shall be construed to replace or modify any sign requirements of any governmental authority or the Specific Plan. All Anchor signage proposals shall be approved by MMILIC prior to submittal to any governmental authority. See "Anchor Sign Criteria" for sizes, number, mounting heights and type.

CONSTRUCTION - GENERAL REQUIREMENTS

Soils Investigation

Anchor, at Anchor's sole expense, shall be responsible for all soil investigations within the Pad Limit Line. A copy of the reports of any investigations and compaction previously conducted for MMILIC is available upon request; however, these reports are provided for the Anchor's information only. The Anchor shall be responsible for verifying to its satisfaction all soil investigation information and compaction reports furnished by MMILIC and all other soil conditions within the Pad Limit Line prior to the Anchor's design and construction.

Survey

MMILIC shall provide the Anchor with single horizontal and vertical controls. The Anchor, at Anchor's sole expense, shall provide all layout and other survey work required to build and verify the location of Anchor's Building and all Anchor construction. The Anchor shall be responsible for conforming the layout of the Anchor Building to the layout of the Mall Building at the Building Interface. The Anchor shall provide for MMILIC's records a Foundation Survey at completion of foundations and a Building Exterior Wall Location Survey at completion of Anchor Building.

Anchor Contractor's Staging Area and Access Roads

The Anchor shall be responsible for providing its own staging areas and access roads which shall be installed and maintained in strict accordance with dimensions and specifications to be provided by MMILIC. The Anchor shall locate all staging areas and access roads in a location or locations acceptable to MMILIC. The anchor shall relocate these staging areas and access roads as required to allow MMILIC to execute MMILIC's site work in a reasonable and efficient manner. The first such relocation

shall be at Anchor's expense. The Anchor shall be responsible for the maintenance and repair of all areas used as staging areas and access roads, and immediately upon cessation of use, shall return such areas to their condition prior to such use.

Temporary Facilities

The Anchor, at Anchor's sole expense, shall provide all temporary utilities and other facilities. The Anchor shall coordinate all such facilities with MMILIC. MMILIC shall make all reasonable efforts to assist the Anchor in identifying temporary service connections and available locations. If MMILIC arranges for and provides temporary facilities to the Anchor in order to expedite the work and avoid delays to either party, the Anchor shall reimburse MMILIC upon receipt of invoice for MMILIC's costs. All temporary facilities shall be removed and all holes, ditches and the like repaired and paved or landscaped, as appropriate, after temporary services are removed.

The Anchor shall provide all temporary hear for its building. The Anchor shall install a suitable temporary barrier such that hear provided by MMILIC to the Mall Building will not be drawn into the Anchor Building.

Testing and Inspection, Permits and Certificates

The Anchor shall provide, at Anchor's sole expense, all testing and inspection of Anchor's construction work required by governing authorities and good engineering practice. Anchor shall furnish copies of all test reports to MMILIC as they are received, and shall compile a complete set of all foundation, exterior concrete, pavement, structural and other test reports and all building permits and final certificates of occupancy and other certifications required by governing authorities, and furnish one complete copy to MMILIC at building completion.

Construction Coordination and Access

The Anchor shall be responsible for coordinating the work of its contractor so as not to interfere with the construction of the Site and Mall Building. Further, the Anchor shall grant to MMILIC and its agent and contractor such access to the Anchor Building as may be reasonably required by MMILIC for MMILIC's construction of the Mall Building and for MMILIC's review of the Anchor's work for conformance with the approved Construction Documents. Similarly, MMILIC shall grant to Anchor and its Agents and Contractors such access to the Mall Building and site as may be reasonably required by Anchor for Anchor's construction of the Anchor Building. Each party (MMILIC's and Anchor) shall be responsible to the other for damage caused by itself or its agent or contractors to the construction of the other.

Roof Penetrations and Warrenties

All penetrations of the Anchor Building roof shall be provided by qualified roofing contractors in accordance with manufacturer's specifications so as to preserve any roof warranty. To the extent that any agreement between MMILIC and the Anchor obligates MMILIC to maintain the Anchor Building roof, the Anchor shall be liable to MMILIC for any act or omission that voids any aspect of any warranty for that roof.

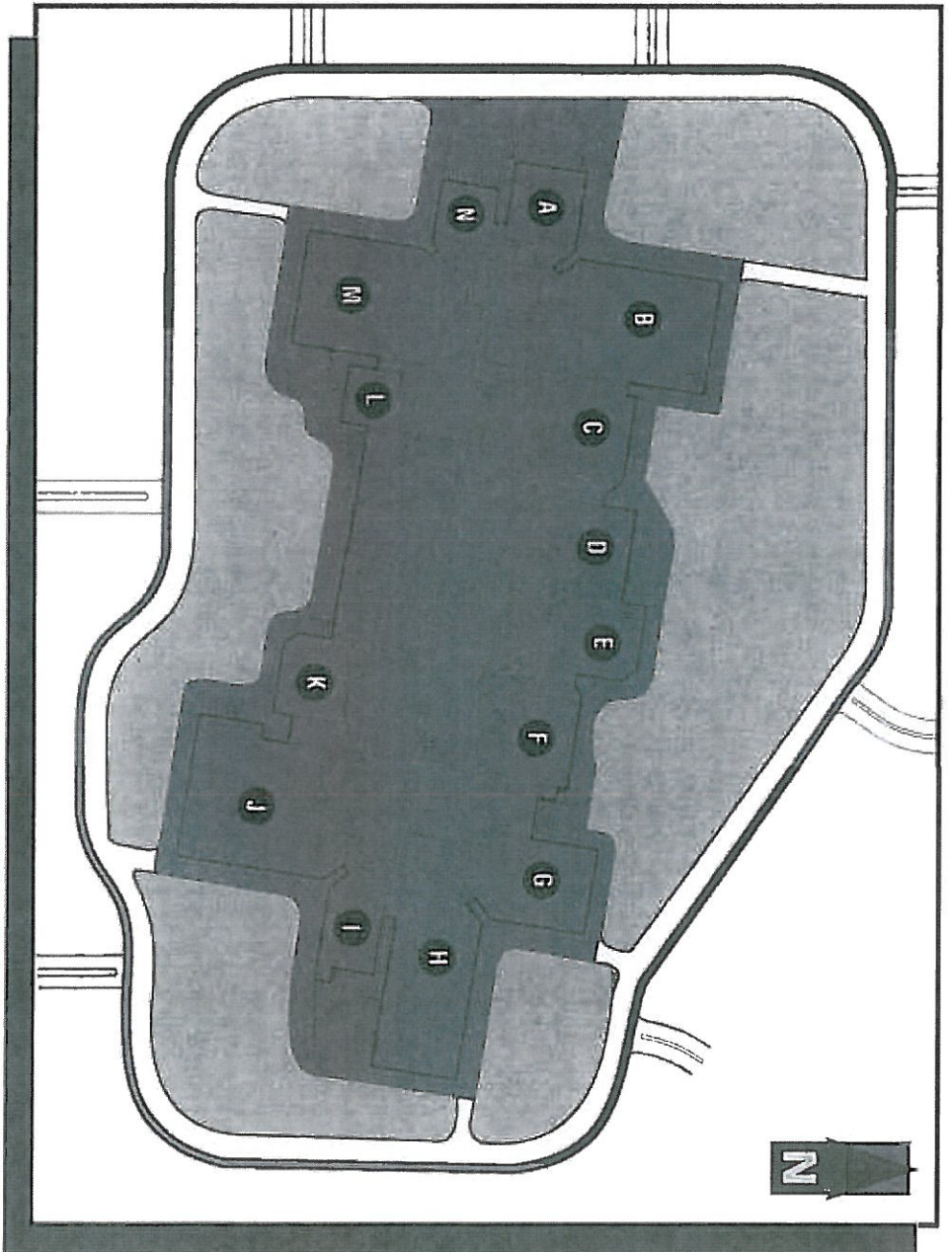
Work Stoppage

The Anchor, his representative or his contractor, shall not undertake any action, including labor disputes, in the performance of its work that will cause a work stoppage or slowdown or otherwise disrupt MMILIC's work on the project.

EXHIBIT A

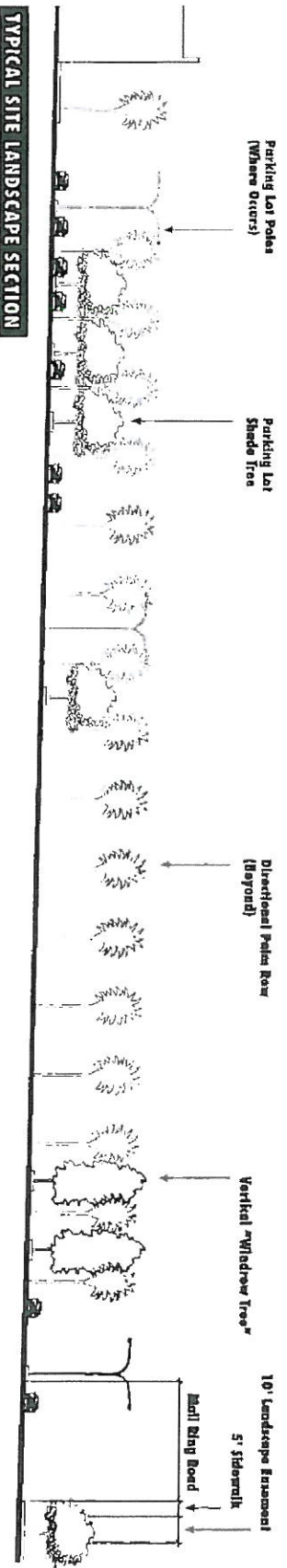
Site Development Drawings

(The Site Development Drawings, which vary with the Anchor location, are specially prepared from the Project site plans. The Project site plans continue to change as the site design progress and work is performed. Upon commitment to a specific location and footprint, the Site Development Drawings will be prepared by MMLIC and provided to the Anchor from the project site plans current as of that commitment.)



SITE PLAN

A-N: Anchor Building Locations



TYPICAL SITE LANDSCAPE SECTION

EXHIBIT B

Building Interface Drawings

(The Building Interface Drawings, which vary with the Anchor location, are specially prepared from the Mall Building drawings. The Mall Building drawings continue to change as the design progresses and work is performed. Upon commitment to a specific location and footprint, the Building Interface Drawings will be prepared by MMLC and provided to the Anchor from the Mall Building drawings current as of that commitment.)

EXHIBIT C

Anchor Design Guideline Drawings

(These Drawings are integrated within the text of this booklet. Full-size prints of all drawings can be provided upon request.)

EXHIBIT D**SUMMARY OF PROVISIONS FROM CALIFORNIA COMMERCIAL CENTER NORTH/ONTARIO GATEWAY PLAZA/WAGNER PROPERTIES SPECIFIC PLAN (4513-SP)**

Note: The Specific Plan is subject to amendment by the parties thereto. The Anchor shall be obligated to comply with any such amendment. Further, to the extent the Anchor Building and Site Design Criteria impose any requirement more restrictive than the Specific Plan, the Criteria shall govern. To the extent the Criteria and the Specific Plan conflict, the Specific Plan governs.

Rooftop Equipment (Page IV-4):

Exterior mechanical plants should be screened or contained within rooftop penthouses so as not to be visible from adjacent streets. Roof screens shall be sheathed in matching or complementary material to the building skin, and may include metal panels, copper, or aluminum. Roof screens should be solid and continuous. Equipment should be covered by continuous grilles or louvers when visible from adjacent structures. Picket screen fencing should be avoided. Where mechanical equipment cannot feasibly be screened from view from the adjacent elevated freeways, it shall be designed as an integral element of the roof, including being painted in a matching color.

Wall-Mounted Items (Page IV-4):

Wall-mounted items such as roof ladders, electrical panels and downspouts shall not be visible from public rights-of-way or private streets.

Service Areas (Page IV-4):

Service areas should be simple and efficient, and should not interfere visually or physically with other building operations. Service areas should not be visible from public rights-of-way or primary building entrances.

Also, electrical transformers should not be visible from public or private streets or primary building entrances, and should therefore be placed in remote parking areas or within electrical vaults, which is preferred.

Service Areas (Page IV-5):

Trash enclosures shall be constructed in a form consistent with the architecture of the buildings they are to serve.

Design Concepts (Page IV-8):

Each of the major anchors within the mall will have their own unique character. Exterior anchor tenant facades will be composed of scale elements which work to break down the apparent mass of the wall areas. The use of showcase windows, setbacks, and material and texture variety will be employed to avoid large blank walls. Changes in color and material should be used to band and organize elevations. Individual major tenants within the mall will be responsible for providing appropriate articulation of their wall surfaces and entries. Such articulation is to be consistent and compatible with wall treatments throughout the mall area. Within the parking areas, a linear arrangement of planters will be used to identify entries to individual major tenants.

Loading Areas (Page IV-10):

Loading areas shall be screened from view from public and private streets.

Trash Enclosures (Page IV-14):

Refuse storage and disposal areas shall be provided within trash enclosures which are screened on at least three sides from public view by a solid decorative wall not less than six feet in height. The fourth side shall consist of a solid metal gate painted to match or coordinate with the building as approved by the City.

Exterior Building Materials (Page V-14):

All building improvements, with the exception of trim and minor architectural features... shall be constructed of materials approved by CCCN Approving Agent and the City of Ontario.

Rooftop Equipment (Page V-14):

Rooftop equipment shall be screened from adjacent streets or properties. Whenever possible, parapet of building shall be of sufficient height to screen rooftop equipment. Roof screens shall be sheathed in a matching or complementary material and color to exterior building material or roof. All roof screens shall be solid and continuous.

Exterior Signage (Page V-15):

All exterior signs shall be reviewed and approved via a comprehensive Sign Program.

Antennae and Satellite Dishes (Page V-22):

The diameter of a dish may not exceed ten feet. The dish shall not exceed twenty feet in height. The dish installation shall be screened from view from public streets and rights-of-way, and shall be located in such a way as to prevent obstruction of the dish's reception window from potential permitted development of adjacent properties.