

EXHIBIT "B"

TEMPORARY TENANT RULES AND REGULATIONS

1. All loading and unloading goods shall be done only at such times, in the areas, and through the entrances designated by Licensor.
2. Licensee shall comply with Licensor's requirements for the storage and disposal of trash. All trash must be bagged and properly disposed of or Licensee will be subject to a fee of \$100 per violation. The fee will be due immediately upon receipt of invoice.
3. Absolutely **NO SOLICITING**
4. No lighting device, radio, television, microphone, loudspeaker, telephone, megaphone or other similar device which the Licensor determines to be annoying or offensive shall be used in or about the Premises.
5. **NO PETS** are allowed in the mall (whether in common area or inline store).
6. Licensee shall take all necessary measures to prevent odors from emanating from the Premises.
7. Licensee shall not deface or modify any part of the Premises or Shopping Center without the Licensor's prior written consent. No advertising or promotional signs or material may be affixed to any surface of the Premises or in and around the Shopping Center without the Licensor's prior written consent. No banners, handmade or otherwise non-professional, will be allowed. **NO HANDWRITTEN SIGNS, NO "GOING OUT OF BUSINESS OR "STORE CLOSING" SIGNS ARE ALLOWED.**
8. The Premises must be kept clean at all times. No eating, drinking or smoking is permitted within the Premises.
9. Licensee shall continuously operate its business during the mall hours and on the days specified by Licensor including extended holiday hours and Sundays (where applicable). Late openings or early closings are subject to \$100 per occurrence fines.
10. Licensee and its employees may park only in the areas designated by Licensor.
11. Set-up and take-down of all displays, exhibits and merchandise must be done while the Shopping Center is closed and in conjunction with rules specified by mall management.
12. The Premises must be left in a broom-clean condition upon vacating and any keys must be returned to the mall office or mall security.
13. **Licensee's REFUND POLICY must be specifically outlined and prominently displayed within the Premises.** All returns made by Licensee's customers within ten (10) days with a valid receipt, must be replaced, exchanged or refunded at customer's option.
14. Licensee shall obtain, at its sole cost and expense, from any governmental authority all permits necessary to enable Licensee to conduct its business in the Premises. Licensee shall comply with all laws, rules, orders, ordinances and regulations issued or enforced, which are applicable to the Premises or Licensee's use thereof, by any governmental or regulatory entity. In the event Licensee shall be a corporation, the parties executing this Agreement on behalf of Licensee hereby covenant and warrant that Licensee is a duly qualified corporation and all necessary steps have been taken to do business in the State where the Shopping Center is located; corporate taxes have been paid to date; and all future forms, reports, fees and other documents or payments necessary to comply with applicable laws will be filed or paid when due.
15. Licensee agrees to maintain the physical appearance of the Premises neat, clean and in good repair, to assure the professional appearance and conduct of its employees at all times, and to maintain its merchandise in a quality and quantity such as will tend to maximize its sales and present a quality appearance to the general public. If, in Licensor's sole opinion, Licensee's presentation is not in keeping with the standard of quality and professionalism of the Shopping Center, Licensee shall correct any such defect to Licensor's satisfaction immediately upon receipt of such notice thereof.
16. Licensee is solely responsible to secure its merchandise, equipment and personal property. Loss, damage or theft is not the responsibility of Licensor.
17. Licensee will honor mall gift certificates at all times.

****Licensee has read, understood and agreed to comply with the foregoing Rules and Regulations.****



initials required

EXHIBIT "C"

RMU CRITERIA

(RMU - Retail Merchandising Units)

1. At Licensor's direction, Licensees may be required to work with a visual merchandiser, approved by Licensor, at Licensee's sole expense. All display designs (including merchandising theme, fixture design, construction materials, merchandise placement, display props, color usage and signage) must conform to the Licensor's overall merchandising plan for the RMU program and must be preapproved by Licensor before construction and setup. All display fixtures must be professionally finished and meet all applicable local codes.
2. Licensee is not permitted to attach anything to the interior or exterior of the RMU or cash wrap stand or to the chair or footstool with nails, screws, tape, staples, glue, pins, or anything else that would cause damage. The cost of any damage done will be deducted from Licensee's security deposit.
3. Each RMU is equipped with adequate lighting. No additional lighting of any type is permitted.
4. The cash wrap stand is to be utilized as your place of doing business, i.e., for such items as a cash register, telephone and credit card machine. No personal belongings, trash cans, merchandise, bags, etc. are permitted to be displayed on the cash wrap stand, on the chair or footstool or on the mall floor.
5. RMU will not be used for any purpose that creates offensive noise, litter or odor.
6. The RMU shall be maintained in a clean and orderly condition and shall not present any unsightly displays as determined by Licensor.
7. No coin-operated games or self serve machines.
8. Merchandise display is to be limited to the RMU only. Merchandise presentation must conform and remain within the boundaries of the size limitations of the RMU. There shall be no merchandise displayed on the cash wrap stand, the chair, the footstool or the floor. No exterior floor fixtures of any type are permitted.
9. **No tables** (whether skirted or not) shall be used as part of the RMU unit.
10. All signage must be professionally produced and must receive prior approval from Licensor regarding text and appearance. Signage is not permitted to be glued, taped or stapled to any part of the RMU, cash wrap stand, chair or footstool. Signage must be displayed in some type of sign holder or frame which is in keeping with Licensee's merchandising theme.
11. RMU may not be permanently affixed to the mall floor tile.

RMU SIGN CRITERIA

- Each RMU is to have signage appropriate for the sign holders on the RMU.
- Size and dimensions are those listed on the sign design page enclosed.
- Signage must correspond with the mall criteria in color, font and overall layout. Mall Management should be contacted to get proper scope of work.
- RMU will not be allowed to open without proper signage.



initials required

Revised 12/04