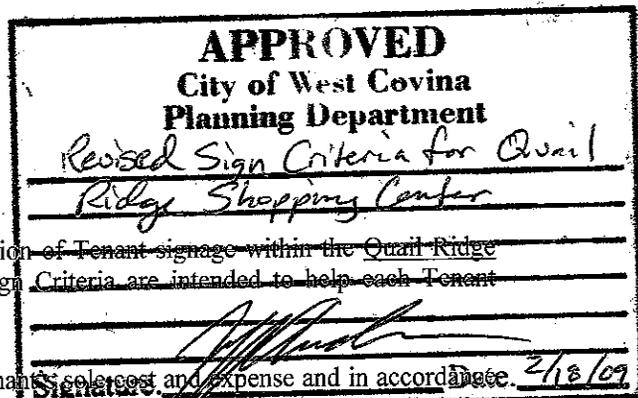


**EXHIBIT D
SIGN CRITERIA**



This Sign Criteria has been prepared as a guide for design and installation of Tenant signage within the Quail Ridge Shopping Center project. The specifications indicated within these Sign Criteria are intended to help each Tenant achieve visual identification.

Tenant agrees to design, construct and install Tenant's signage at the Tenant's sole cost and expense and in accordance with these Sign Criteria as set forth below, prior to Tenant opening for business in center. Conformance to detailed sign drawings and specifications, which have obtained the prior approval of the Landlord and the City of West Covina, will be strictly enforced and nonconforming signs must be brought into conformance at the sole expense of the Tenant erecting the same. The Landlord shall administer and interpret these Sign Criteria.

1. General Requirements:

- A. Each Tenant shall submit to the Landlord for approval before fabrication not less than three (3) drawings (on 11' x 14" sheets) indicating the location, size layout, design, materials and color graphics, including all lettering and/or graphics. Such drawings shall be submitted concurrently with sufficient architectural drawings to show the exact relationship with the store design, and their store location on site and the dimensions of the lease frontage. Approval or disapproval of sign submittals based on aesthetics or design shall remain the sole right of the Landlord.
- B. Prior to fabrication, detailed drawings of all signs as provided for in paragraph A above shall be submitted by the City of West Covina for review and approval.
- C. All permits for signs and their installation shall be obtained and comply with local planning, building, and electrical codes. These permits shall be obtained by Tenant or Tenant's representative prior to installation and shall be reviewed and approved by the Planning Department. The cost of all permits, approvals, construction, installation and maintenance of its respective sign, shall be the sole cost of Tenant.
- D. Each Tenant shall be responsible for fulfillment of all of these Sign Criteria.
- E. No exposed lamps, crossovers, conduits, conductors, transformers or similar devices shall be permitted.
- F. Any damage to the building fascia or sign area resulting from the installation or removal of any sign by Tenant will be repaired by the Tenant at Tenant's expense.
- G. All signs shall meet U.L. specifications.
- H. No Tenant shall affix or maintain upon any glass or other material on the storefront any signs unless they shall first have received the written approval of the Landlord.
- I. Portable signs, including A-frame, sandwich boards, poster boards and signs mounted on trailers or motor vehicles are prohibited.

2. General Specifications:

- A. Tenant's sign contractor shall be licensed and insured by an admitted carrier for the total aggregate of \$1,000,000 and provide proof acceptable to Landlord, that Landlord is named as additional insured.
- B. No projection above or below the sign area will be permitted. Sign must be within dimensional letter limits as indicated in the sign criteria.
- C. All letter displays will be illuminated.
- D. No painted signs allowed.
- E. Tenant shall be responsible for the installation and maintenance of all signs.
- F. Tenant's sign contractor shall repair any damage caused by his work.
- G. Tenant will be required to remove their building sign and patch and repair any holes when vacating the Project.
- H. Tenant shall be fully responsible for the operations of the Tenant's sign contractor.
- I. Electrical service to all signs will be connected to Tenant's meter.

3. Construction Requirements:

- A. Letter fastening and clips are to be concealed and be of galvanized, stainless, aluminum, brass or bronze metals.

- B. No labels will be permitted on the exposed surface of signs, except those required by local ordinance, which shall be placed in a inconspicuous location.
- C. Tenants shall have identification signs designed in a manner compatible with and complimentary to adjacent and facing storefronts and the overall design concept of the Project.
- D. Design, layout and materials for Tenant signs shall conform in all respects with these Criteria. The maximum height for letters in the body of the sign shall be as indicated in these documents.
- E. All penetrations of the building structure required for sign installation shall be sealed in a watertight condition and shall be patched to match adjacent finish.
- F. All signs shall be individually illuminated.

4. Sign Specifications:

- A. Signs shall be fabricated of either halo letters or illuminated channel letters in Landlord's sole and absolute discretion. Existing cabinet signs, as of May 1, 2007, may remain and face changes to the cabinet signs may be allowed. All new signs installed shall be halo letters or illuminated channel letter signs.
- B. Halo letters to be fabricated from aluminum with clear lexan backs, pegged off the wall 1-1/2".
- C. Color of illumination and metal faces for halo letters to be at landlord's discretion.
- D. Channel letters to be fabricate from either sheet metal or aluminum pan channel construction.
- E. Colors and letter style subject to Landlord's approval. Logo cans shall be permitted only at the discretion of the Landlord and not to exceed 25% of the sign area.
- F. 1/8" thick acrylic faces with 3/4" trim cap edge.
- G. Letter sides to be finished in automotive enamel finish over primer undercoat.
- H. Letter interior to have white reflective paint finish for even lighting.
- I. Letters to be mounted on exterior side of wall. Electrical system to be in transformer box with flex crossovers on interior wall.
- J. Corporations with five (5) of more locations will be allowed their corporate signage in regards to colors, shape, and design. Sign heights will be regulated to the sign criteria.

5. Tenant Specifications:

- A. Standard Tenants
Tenant's space of less than 2,000 square feet will be allowed 1.5 square feet of sign area for each foot of lineal building frontage with a maximum of 45 square foot for the sign, not to exceed 75% of leasehold frontage. Maximum of 24" sign and logo height. Logos not to exceed 25% of sign area. Two (2) lines of text will be allowed not to exceed 36" in combined height.
- B. Major Tenants And Pad Tenants
Tenant's space with 2,000 square feet or more or located on a pad, will be allowed 1.5 square feet of sign area for each lineal foot of building frontage with a maximum of 60 square feet for the sign. Logos not to exceed 25% of sign area. Maximum of 30" sign and logo height. Two (2) lines of text will be allowed, not to exceed 60" in combined height.
- C. Anchor Tenants
Tenant spaces of 15,000 square feet and greater will be allowed 1.5 square feet of sign area for each foot lineal building frontage with a maximum of 250 square foot for a sign on the primary frontage, and a maximum of 150 square foot for a sign on secondary frontages, not to exceed 75% of leasehold frontage. Maximum of 42" sign and logo height. Logos not to exceed 25% of sign area. Two (2) lines of text will be allowed not to exceed 84" in combined height, except on entrance towers where (3) lines of text may be allowed if one of the lines is comprised of a logo less than (12) twelve square feet.

6. Sign Installation:

- A. All work to fabricate, erect, or install signs (including connection to electrical junction box) shall be contracted and paid for by Tenant and subject to approval by Landlord.
- B. All signs shall be designed, constructed and installed in accordance with local codes and ordinances. Tenant's sign contractor shall obtain all permits.

- C. Signs not installed in strict accordance with previously approved plans and specifications shall be corrected by Tenant, at Tenant's cost and expense, upon demand by the Landlord. If not corrected within thirty (30) days, sign may be corrected by Landlord at Tenant's expense
- D. Erection of any sign shall be promptly and safely effected with as little disturbance to business and traffic as possible and with minimum inconvenience to Landlord and to the other Tenants.
- E. Upon removing any sign, the Tenant shall, at its own expense, repair any damage created by such removal and shall place the area from which the sign was removed back to its original condition. All debris from removal shall be promptly removed from the site.

7. Protection of Property:

- A. 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.
- B. Any sign, temporary or permanent, capable of exerting damaging pressures on the building due to 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.
- C. All exposed parts of any sign or sign support to corrosion or other similar damage shall be protected in an acceptable manner.
- D. 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 property or not in accordance with these criteria.

8. Miscellaneous Requirements:

- A. Each tenant shall be permitted to place upon each entrance on it's premises not more than 144 square inches of gold leaf decal application lettering not to exceed two (2) inches in height, indicating hours of business, emergency telephone numbers, and other similar identification.
- B. Address lettering will be per city codes in accordance with specifications to be supplied by Landlord.
- C. Except as provided herein, no advertising placards, banners, pennants, names, insignia trademarks or other descriptive signs or materials shall be affixed or maintained upon the glass pane supports of the windows and doors, or upon the exterior walls of the building, without the prior written approval of the Landlord and the City of West Covina.
- D. No projections beyond the sign area will be permitted. The sign area is to be within the limits as indicated by the Landlord and these criteria.
- E. No animated, flashing, or audible signs will be permitted.
- F. Tenant shall not exhibit, post or display, upon any sign, anything of an obscene, indecent, or immoral nature or unlawful activity.
- G. Signs on or affixed to trucks, truck beds, automobiles, trailers, or any other vehicles which advertise, identify, or provide direction to use or activity not related to its lawful making of deliveries of sales or merchandise or rendering of services from such vehicles, is prohibited.
- H. Tenant sign contractor will be liable for repairs and any work damaged by their activity.
- I. Their entire display shall be guaranteed for one year against defects in materials and workmanship. Defective parts shall be replaced without charge.
- J. Any signs not in conformance with these rules and all governmental regulations will be rejected and removed at the Tenant's expense.
- K. Tenant's signs installed without approval from the landlord, The City of West Covina, and/or the issuance of building permits may be cited by code enforcement.

9. Insurance

- A. Sign contractor shall carry property damage and public liability insurance 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.
- B. All Tenants are to carry liability insurance protecting themselves and Landlord in accordance with terms and conditions specified in the Lease.

10. Exceptions to the above may be submitted for review to the City of West Covina. Before any such submittal, all changes must be approved by the Landlord.