



NONBINDING LETTER OF INTENT

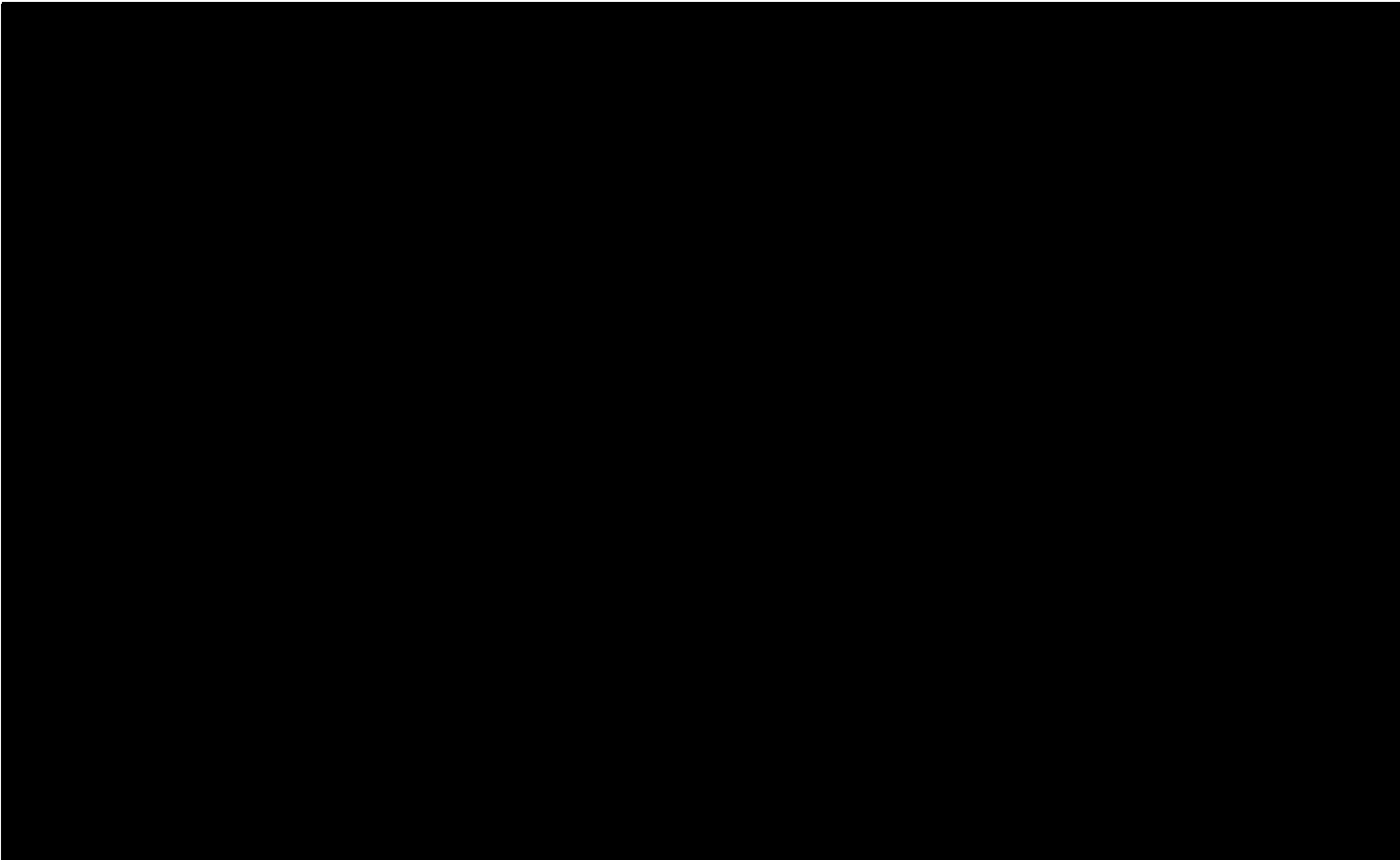
October 2, 2023

1. **SHOPPING CENTER:** Name: Hilfiker Shopping Center
City/State: Salem, Oregon
2. **LANDLORD:** Legal Name: Hilfiker Station LLC
Address: 11501 Northlake Drive
Cincinnati, Ohio 45249
Dealmaker: Vasil Lyhnakis
Phone: 801-415-5463
Email: vlyhnakis@phillipsedison.com
Attorney: Richard Tranter
Phone: 513-746-2571
Email: rtranter@phillipsedison.com
3. **TENANT:** Legal Name: Ulta Salon, Cosmetics & Fragrance, Inc.
Dealmaker: Pam Lent
Phone: 916-435-0300
Email: plent@ulta.com
4. **PREMISES:** Approximately 10,977 square feet (frontage: 70 feet; depth: 162 feet) –Please provide
6. **KEY DATES:**
Ulta Real Estate
Committee Meeting (REC): October 2023 REC, subject to Landlord approval of the LOI terms on or before September 29, 2023
Initial Lease Draft to Landlord: 14 business days after Ulta REC approval
Lease Negotiation/Execution: 90 days after Ulta REC approval, otherwise per our standard requirements for all new Lease negotiations.
Anticipated Delivery Date: On or before May 1, 2024
Outside Delivery Date: August 1, 2024
Late Delivery Credit: 1 day of rent credit for each day that the Premises Delivery Conditions are not met
Late Delivery Termination: Tenant may terminate the Lease if the Premises Delivery Conditions are not met by the Outside Delivery Date, in which event Landlord shall pay Tenant the amount of the \$50,000 as liquidated damages
7. **TERM COMMENCEMENT DATE:** Earlier of (a) the day after the Construction Period, or (b) the day Tenant opens for business to the public in the Premises, but in no event before all Landlord Work and Premises Delivery Conditions are met.
8. **BLACKOUT PERIOD:** November 1 – February 15. Tenant has no obligation to initially open, and Rent does not commence, during the Blackout Period unless Tenant opens to the public, which in that case Rent is 100% of Base Rent plus 100% of NNNs until the expiration of the Blackout Period.

gj 10/4/23



9. **CONSTRUCTION PERIOD:** 135 days after (a) the Premises Delivery Date; or (b) Tenant's receipt of all permits and approvals for Tenant's Work from Landlord and all applicable jurisdictions. Tenant shall submit for permits within 15 business days of obtaining Landlord's approvals of its Plans and have 180 days Tenant to obtain its permits)
10. **OPENING OBLIGATION/GO DARK:** Subject to the Blackout Period and the co-tenancy obligations, Tenant shall open as an Ulta Beauty consistent with most other locations in the region, for at least one day within 90 days after the Term Commencement Date. After initially opening, Tenant shall have no obligation to operate. Landlord recapture right to be included in lease.



12. **CO-TENANCY:**

Named Co-Tenants: Trader Joe's

Delivery Co-Tenancy: As a Premises Delivery Condition the Named Co-Tenant shall have an executed lease for premises as shown on the Site Plan, (b) construction of the building shells (including storefronts) shall have been completed with respect to each building shown on the Site Plan; and (c) construction of the Named Co-Tenant's premises shall have reached the stage where it could be ready to open for business within 120 days after the Anticipated Delivery Date.

Opening Co-Tenancy: Met only if Named Co-Tenant is open and operating as shown on the Site Plan; and

Remedies: (a) Delay Opening: Tenant may defer opening until 135 days after the Opening Co-Tenancy is met, in which event the Construction Period shall be extended until the day prior to such deferred opening date and

Handwritten signature and date: 10/6/23



Rent shall commence on the Rent Commencement Date (as adjusted for the extended Construction Period); (b) Alternate Rent: if Tenant opens, in lieu of all Rent, Tenant pays 50% of Base Rent, plus NNN, until the Opening Co-Tenancy is met, and (c) Terminate: after 1 year, Tenant may terminate the Lease upon at least 90 days' notice within 30 days following expiration of 1 year period or commence full payment of Base Rent.

Continuing Co-Tenancy: Met only if the Named Co-Tenant (or Comparable Replacement) is open and operating as shown on the Site Plan. "Comparable Replacement Tenant" means a national or regional retail chain that (i) intentionally omitted (ii) has at least 25 stores in the United States, (iii) is a retailer of substantially the same or better quality as the Named Co-Tenant that it is replacing, (iv) occupies at least 70% of the Gross Floor Area occupied by the Named Co-Tenant that it is replacing, and (v) has an initial lease term for its premises at the Shopping Center of at least 3 years.

Remedies: (a) Alternate Rent: in lieu of all Rent, Tenant pays 50% of Base Rent, plus NNN, until the Continuing Co-Tenancy is met; (b) Terminate: after 1 year, Tenant may terminate the Lease upon at least 90 days' notice within 30 days following such 1 year period or resume full payment of Base Rent. .

- 13. PERMITTED USE:** Subject to governing laws, documents of record, and private covenants set forth in Exhibit I (to be provided to Tenant for review) **[NTD: Title documents within e-mail]**, The Premises may be used for any of the following uses: (a) the operation of Tenant's Protected Uses and the sale of related goods and services and related promotional or beauty influencer events, (b) office and storage uses incidental thereto, and (c) any lawful retail purpose not prohibited by the existing use restrictions attached to the Lease (which any lawful use is specific to Tenant and not available to any third party, which may only operate for Tenant's Protected Uses.) "Tenant's Protected Uses" means (i) the retail sale of cosmetics, fragrances, health and beauty products and accessories, hair care products and accessories; personal care appliances; skin care products, and body care products; and (ii) the operation of a full service beauty salon (defined as the offering of any of or a combination of the following services: hair care (including, without limitation, cutting, styling, blow-outs, hair treatments, highlighting, tinting, coloring, texturizing, smoothing, hair extensions and other hair styling services); facials; esthetician services; skin care services (skin treatments for face and body); beauty treatments/services; hair removal (including waxing, threading and tweezing for face and body); eye lash services (including application, lifting and tinting); nail services; and therapeutic massage). Landlord shall, prior to execution of the Lease, obtain all necessary waivers from any tenant whose approval may be needed for Tenant's Protected Uses, subject to tenant's review of all the Title documents **[NTD: What consents, if any, does Tenant identify that we need?]**

15. DEVELOPMENT RESTRICTIONS:

Parking: delivered as-is.

Tenant's Protected Area: Except for any existing Tenant rights, Landlord obligations, including subject to governing law, casualty, or condemnation, and emergency, Landlord covenants that there shall be no structure, barrier or other obstruction within the area identified as Tenant's Protected Area on the Site Plan, except for any obstruction shown on the Site Plan. Except for any existing Tenant rights, Landlord obligations, including subject to governing law, casualty, or condemnation, and emergency, Landlord shall not close, block or restrict access to Tenant's Protected Area, or change the number, location and configuration of parking spaces and access ways and other Improvements within Tenant's Protected Area, except as reasonably necessary to an immaterial extent. Landlord shall have a right to install a reasonable amount of EV charging stations and solar arrays anywhere in the Shopping Center outside of the Tenant's Protected Area [except for those parking spaces on the perimeter of the shopping center adjacent to a road, or as required by law. See attached package for depiction of Hilfiker Ln. right turn expansion pursuant to a condemnation.

Tenant Curbside Pickup: Landlord grants to Tenant the non-exclusive right to use up to 2 of parking spaces in that portion of the Common Area designated as "Pickup Spaces" on the Site Plan (to be mutually agreed upon between the parties) that will be part of Landlord's Front Row To Go program with co-branding, all at Tenant's sole cost and expense. Subject to Landlord sign criteria set forth in Exhibit H, and review and approval of final renderings located on the Premises, Landlord approves the signage therefor shown on Exhibit C.

Tenant Curbside Pickup: Intentionally omitted.

- 16. TENANT'S SIGNAGE:** Landlord approves the signage shown on Exhibit C. At no cost to Landlord, Tenant may install an identification panel on each side of the pylon/monument signs shown on such exhibit, which panels shall be in the locations shown on such exhibit. Tenant has no obligation to pay for the construction of the pylon/monument signs.
- 17. SNDA:** Landlord represents that the Premises is not encumbered by a mortgage/deed of trust.
- 18. ASSIGNMENT AND SUBLETTING:** Tenant shall have the right to assign the Lease or sublet the whole or any part of the Premises with Landlord's consent, not to be unreasonably withheld, conditioned or delayed, provided that Landlord's consent shall not be required for a transfer to an affiliate or in connection with a merger, consolidation or transfer of stock or substantially all of Tenant's assets, and other customary permitted transfers and terms and conditions to be negotiated in the Lease.
- 19. LANDLORD'S WORK:** Premises to be delivered as-is pursuant to Exhibit B-1, and B-2 attached hereto by the Anticipated Delivery Date.



20. **TENANT'S WORK:** Pursuant to Exhibit B-1, Tenant shall have the right to perform all work in order to ready the Premises for opening for business by Tenant in the Premises.

22. **DUE DILIGENCE:** Within 10 days after Ulta REC approval, Landlord shall deliver to Tenant copies of all documents pertaining to the Premises, if available, including:
- Completed Telecom Questionnaire (see attachment).
 - Title Policy and survey and all title exception documents (including restrictive covenants).
 - Any and all tax incentive financing agreements and/or development agreements.
 - Storefront elevations, building color sample, pylon sign renderings, and a copy of Landlord's signage criteria (if not attached hereto).
 - As Built Drawings of the Premises, if applicable.
 - A current roof condition report.
 - Asbestos Report, if applicable.
23. **FORM OF LEASE:** The Lease will be based upon Tenant's standard form lease with modifications to reflect the terms of this Letter of Intent as approved by Tenant's Real Estate Committee and Board of Directors. Any substantial deviation from the terms and conditions of this Letter of Intent or Tenant's form lease shall be subject to further approval of Tenant's Real Estate Committee and Board of Directors. Landlord and Tenant shall use reasonable, diligent and good faith efforts to negotiate and execute a full and final lease agreement within 90 days after the date of this Letter of Intent. If the Lease is not signed within such 90-day period, the proposed lease transaction, including the terms thereof, may be subject to reconsideration by Tenant's Real Estate Committee.
24. **NONBINDING:** Except as specifically set forth in this paragraph, this Letter of Intent does not constitute a binding contract, and no contract is intended to arise unless and until a lease is approved by Tenant's Real Estate Committee



and Board of Directors, and is fully executed by all parties. If Landlord and Tenant are unable, for any reason, to reach and execute a full and final lease agreement relative to the Premises, neither party will have any claim against the other for any reason, including, but not limited to, any claim based on "part performance", "detrimental reliance", "good faith", or other similar causes of action. All costs incurred by either party shall be the sole responsibility of the incurring party.

25. ATTACHMENTS:

- Site Plan (Exhibit A)
- Landlord's Work and Tenant's Work (Exhibit B-1)
- Premises Criteria (Exhibit B-2)
- Tenant's Guideline Plans (Exhibit B-3)
- Telecom Questionnaire
- Tenant's Signage (Exhibit C)
- Existing Tenants (Exhibit G)
- Sign Criteria (Exhibit H) **[NTD: It is included below]**
- Shopping Center Private Covenants (Exhibit I) **[NTD: It is included below]**

Approved this 6th day of October, 2023

Approved this ____ day of _____, 202__

LANDLORD:

Hilfiker Station, LLC

TENANT:

Ulta Salon, Cosmetics & Fragrance, Inc.

By: Vasili Lyhankis

Name: Vasili Lyhankis

Title: V.P. Leasing, West

By: _____

Name: _____

Title: _____

9/7 10/6/23

EXHIBIT A

SITE PLAN **[NTD: Trash to be moved further left adjacent to parking spaces near curb line & curbside pickup unavailable]**



Notes for Site Plan [delete once finalized]:

- Clarity:
 - Must be legible
 - Use multiple pages if too much information on one page
 - Use multiple pages if various types of cross-hatching used
 - Do not use color coding as this may result in difficulty identifying once scanned in black and white
- Defined Terms:
 - Review Lease to confirm all references to the Site Plan or Exhibit A are properly noted on the Site Plan
 - Ensure each area is properly denoted (again, multiple pages to the Site Plan are better to manage)
 - Clearly label Premises and include the GFA of the Premises
- Additional requirements:
 - Ensure the entire Shopping Center is depicted and include parcel boundaries with APN/PIN if available
 - Clearly identify the Named Co-Tenants and their GFAs
 - Include name and GFA of all of the existing tenants
 - When we are subject to the OEA / Declaration, please make sure that the Site Plan thereof is also legible



1. The Shopping Center.
2. The Premises.
3. Location and GFA of Named Co-Tenants.
4. Location, Name and GFA of all of the existing tenants.
5. Tenant's Protected Area.
6. Location of Landlord's Pylon Signs.
7. Permanent Trash Location.
8. Pickup Spaces.



EXHIBIT B-1

LANDLORD'S WORK AND TENANT'S WORK

1. Landlord's Work. Any work necessary to comply with Exhibit B-2 is referred to as "Landlord's Work". The parties acknowledge that, in order for Tenant to obtain Tenant's salon license or other permits and approvals, governmental authorities may require that work in other parts of the Shopping Center for which Tenant is not responsible (collectively, the "Related Work") shall have been completed and approved. Landlord shall ensure that no Related Work prevents or delays the issuance of any governmental licenses or permits required for Tenant's construction, merchandising, opening or operations (including without limitation any salon license). Landlord shall be responsible for the payment of any impact or development fees or taxes and any utility connection or tap fees.
2. Tenant's Work. "Tenant's Work" means all work to be performed by Tenant (that is not a part of Landlord's Work) in order to open for business to the public at the Premises. Tenant shall have the right to make any alterations or modifications to the Premises as are reasonably necessary in order to complete Tenant's Work, including cutting through the floor slab and running utilities underneath the Premises. In the event Tenant should need access to another tenant's space or another space in order to complete any portion of Tenant's Work, Landlord (at no additional cost to Tenant) shall use reasonable efforts to promptly provide reasonable access for Tenant to such space, and Tenant shall repair any damage caused thereby at Tenant's sole cost. Tenant shall have the right to install an opaque film on the interior of any ancillary storefront glass and to install security cameras on the exterior of the Premises. Notwithstanding anything to the contrary in the Lease or otherwise, Tenant shall have the right to select the contractors and subcontractors of its choice for Tenant's Work, and Landlord shall have no right to review or approve Tenant's contractors or subcontractors. Notwithstanding anything to the contrary in the Lease or otherwise, Tenant and Tenant's agents (including its general contractor and subcontractors) shall not be required to post any type of security or performance bond or other security in connection with alterations or other work at the Shopping Center, or to pay or reimburse Landlord or Landlord's agents for any backcharges, fees, expenses or other costs in connection with the review or approval of Tenant's Work, including alterations, or any plans relating thereto, but such contractors shall carry adequate insurance per Tenant's requirements. Notwithstanding anything to the contrary in the Lease or otherwise, in no event shall Tenant be subject to any "Tenant Handbook," "Tenant Criteria" or any other construction manuals or requirements.

Premises delivered as-is.



EXHIBIT B-2

PREMISES EXHIBIT B-2

PREMISES CRITERIA

Landlord shall deliver the Premises to Tenant in its "as is" condition as of the date of Tenant's last inspection, except that Landlord shall ensure that the Premises are delivered to Tenant on the date on the Anticipated Delivery Date in a broom clean condition free of any personal property, signage, debris or hazardous materials in violation of environmental laws, and otherwise in a condition that is structurally sound, waterproof and free of water leaks or seepage from any space above or adjacent to the Premises or through the floor slab, in compliance with Legal Requirements for the permitted use, and with all existing equipment (including the HVAC system) and utilities serving the Premises operating in good working order.

Landlord represents and warrants that: (a) the existing floor slab of the Premises is not a structural slab, there is no vapor retarder or sub-slab vent system, and there are no hazardous materials in violation of environmental laws located below the floor slab that could be released with Tenant's slab trenching work; the (b) the existing water service is not provided through the use of well water; and (c) the existing electrical service is separately metered with a capacity of either 600 , 120/208v, 3 phase/4 wire, . Tenant would like to investigate with Landlord team if another 200 amps is available at the site if needed for our operation as calculated by Ulta's engineers



TELECOM QUESTIONNAIRE

[NTD: Forthcoming]

Landlord shall complete and deliver to Tenant this Telecom Questionnaire upon execution of the Letter of Intent. The purpose of this questionnaire is to determine the readiness of the site for telecom and high-speed data services.

- Is there a telecom terminal at the site? Is it inside the proposed space or shared Main Point of Entry (MPOE)?
 - Are the telecom facilities copper or fiber?
 - Identify the carrier as noted on the terminal if available. (i.e. AT&T, Verizon, CenturyLink, etc.)
 - Provide photos of the terminal if available.
 - Provide photos of neighboring tenants if available for address validation purposes.
 - Confirm if there is a conduit for Carrier into the building.
 - Identify the diameter of the conduit and presence of pull-string into the building into the MPOE (Main Point of Entry).
- If telecom terminal is not available, describe the best path to bring service into the MPOE of the building (i.e. a pedestal is located 50 yards from the southeast corner of the building traversing grass with an asphalt driveway.)
- Has the property manager/landlord informed the Local Exchange Carrier (i.e. AT&T, Verizon, CenturyLink, etc.) there may be a retailer in the space? (This is critical for "green field" construction)
- Is there high-speed broadband (Cable Data Service/DSL) in the building?
 - If yes, please provide the following information:
 - Specify the location where the service is located.
 - Identify the Internet Service Provider (ISP) as noted on the termination hardware.
 - Provide photos of the termination hardware.
 - Provide a photo of the service entrance into the building.

Provide a copy of the "Right of Entry" (ROE) document you have on file with the internet service provider.



EXHIBIT C

TENANT'S SIGNAGE

(attached)



FAMILY OF SIGNS v1.3

date: 03/10/2023
last revised:

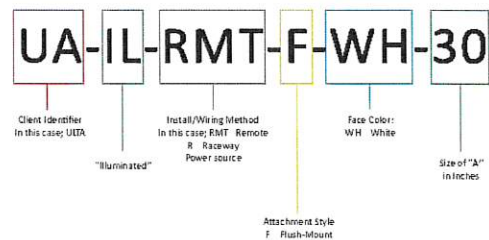


1

NOMENCLATURE |



The nomenclature for wall sign products within this document, key on the letter "A." The numbers shown within the product names represent the height of the "A" in inches. For example, an UA-IL-RMT-F-WH-30 will have a 30" uppercase "A."



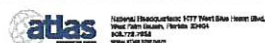
STACKED LAYOUT

This is the preferred layout for all primary site signage when spatial considerations allow it.



LINEAR LAYOUT

This layout is used only when there is not sufficient vertical space to accommodate the stacked layout. This might apply to a wall sign on an elevation but will usually be applied to tenant panels within a multi-tenant pylon sign.



2



COLORS |

Translucent Faces (Letter & Tenant faces)

6/328 White (acrylic or polycarbonate)

Vinyl Films (Letter Faces)

3M Custom Dual Color 3635-0252 Gray

3M V74-3630-3317 Trans "Orange Pop"

3M 3630-20 Trans White (for "push thru" letters only)

Letter TrimCaps

Brush: to Painted PMS 431C Gray

Brush: to Painted White (Gloss)

Letter Returns

Painted PMS 431C Gray

Standard White Coil

Metal Paints (for Blade Signs, Pan Backers, etc.)

PMS 425 Dark Gray (satin finish)

White (satin finish)

PMS 158 Orange (Semi-gloss)

Tenant Panels

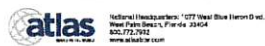
3M V74-3630-3317 Trans "Orange Pop" (background)

White Substrate (7328 white Lexan or acrylic)

The colors utilized for the various products and materials within this program are all standard and easily obtainable.

Aluminum coil-stocks (returns) are either pre-finished white or painted gray, and come in gloss or satin finishes.

The vinyl films shown (either orange or perforated gray) are standard 3M products. The trim caps (either white or gray) are standard and painted colors.



National Headquarters: 1077 West Blue Heron Dr. W.
West Palm Beach, Florida 33414
800.772.7932
www.atlasb.com

3

Internally Illuminated Channel Letters | GRAY FACES | Flush Mount / Remote Power Supplies

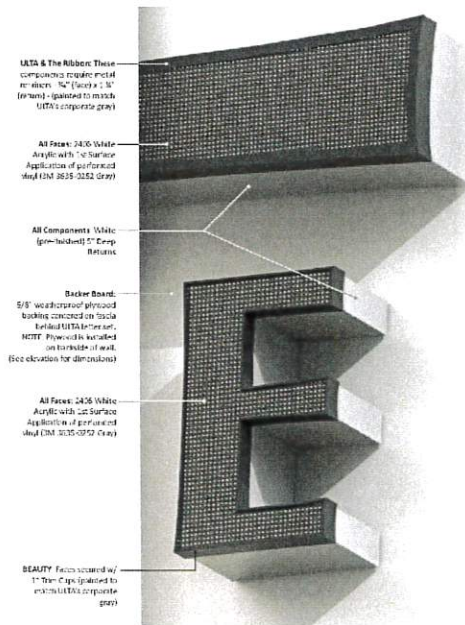


—See Data A

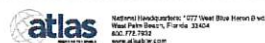
Sign Type	SP. No.	A	B	C	D	E	F	Sq. Ft.
UL-B-INT-14-CV-35	WHT-1	5' 2"	12' 9 1/2"	4' 11 1/2"	12' 4 1/2"	38 1/2"	3' 2 1/2"	56
UL-B-INT-14-CV-40	WHT-2	5' 4"	12' 9 1/2"	5' 1 1/2"	12' 5 1/2"	40"	3' 4"	59.44
UL-B-INT-14-CV-42	WHT-3	5' 7 1/2"	12' 9 1/2"	5' 4"	12' 5 1/2"	42"	3' 6"	59.06
UL-B-INT-14-CV-46	WHT-4	5' 9 1/2"	12' 9 1/2"	5' 7 1/2"	12' 5 1/2"	46"	3' 10"	55.12
UL-B-INT-14-CV-48	WHT-5	5' 5 1/2"	12' 9 1/2"	5' 2 1/2"	12' 5 1/2"	48"	4' 0"	163.19
UL-B-INT-14-CV-54	WHT-6	7' 2 1/2"	12' 9 1/2"	6' 11 1/2"	14' 7 1/2"	54"	4' 6"	129.97
UL-B-INT-14-CV-60	WHT-7	8' 1"	12' 9 1/2"	7' 9"	16' 3"	60"	5' 0"	161.49
UL-B-INT-14-CV-66	WHT-8	9' 0 1/2"	12' 9 1/2"	8' 8"	17' 5 1/2"	66"	5' 6"	196.47
UL-B-INT-14-CV-72	WHT-9	9' 3 1/2"	12' 9 1/2"	9' 3 1/2"	19' 5 1/2"	72"	6' 0"	232.39

COLOR SCHEDULE

- ALL FACES: 2406 White acrylic w/ 1st surface perforated vinyl application - 3M Custom Dual Co or 3635-0252 Gray
- ALL RETURNS: 5" Pre-finished white (gloss)
- TRIM CAPS and METAL RETAINERS: Painted to match PMS 431C Gray



Detail A

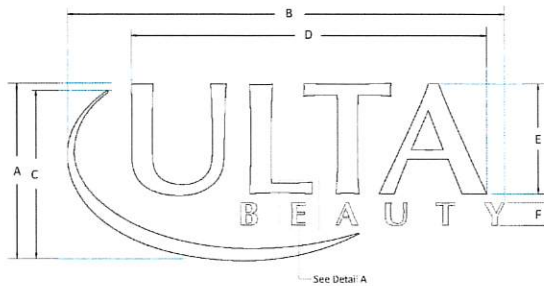


National Headquarters: 1077 West Blue Heron Dr. W.
West Palm Beach, Florida 33414
800.772.7932
www.atlasb.com

5



Internally Illuminated Channel Letters | WHITE FACES | Flush Mount / Remote Power Supplies



Sign Type	RETURN	A	B	C	D	E	F	Size
UA-IL-EMTF-WH-30	120.04	5'-2"	12'-9 1/4"	4'-11 1/4"	10'-4 1/4"	18 1/4" - 3'-2 1/4"	7 1/2"	66
UA-IL-EMTF-WH-42	140.11	5'-4"	13'-2 1/4"	5'-1 1/4"	10'-10 1/4"	40" - 3'-4"	8 1/2"	70.44
UA-IL-EMTF-WH-42	140.11	5'-7 1/4"	13'-11 1/4"	5'-5"	11'-4 1/4"	42" - 3'-6"	8 1/2"	79.26
UA-IL-EMTF-WH-45	140.11	5'-2 1/4"	15'-4"	5'-11 1/4"	12'-5 1/4"	48" - 3'-10"	9 1/2"	86.19
UA-IL-EMTF-WH-48	140.11	5'-5 1/4"	15'-11 1/4"	6'-2 1/4"	13'-0"	48" - 4'-0"	9 1/2"	118.19
UA-IL-EMTF-WH-54	140.11	7'-2 1/4"	17'-11 1/4"	6'-11 1/4"	14'-2 1/4"	54" - 4'-6"	11"	129.97
UA-IL-EMTF-WH-60	140.11	8'-2"	19'-11 1/4"	7'-3"	16'-3"	60" - 5'-0"	12 1/2"	151.49
UA-IL-EMTF-WH-65	140.11	8'-10 1/4"	21'-11 1/4"	7'-9"	17'-10 1/4"	68" - 5'-8"	13 1/4"	195.47
UA-IL-EMTF-WH-72	140.11	9'-8 1/4"	23'-11 1/4"	9'-3 1/4"	19'-5 1/4"	72" - 5'-0"	13 1/4"	232.29

COLOR SCHEDULE

- ☐ ALL FACES: 7328 White acrylic
- ☐ ALL RETURNS: 5" Pre-finished white (gloss)
- ☐ TRIM CAPS and METAL RETAINERS: Painted white (gloss)

ULTA & The Ribbon: These components require metal retainers - 1/2" (face) x 1 1/2" (return) - (painted to white)

All Faces: 7328 White Acrylic

All Components: White (pre-finished) 5" Deep Returns

Backer Board: 5/8" verifiberproof plywood backing centered on fascia behind ULTA letter set. NOTE: Plywood is installed on backside of wall. (See elevation for dimensions)

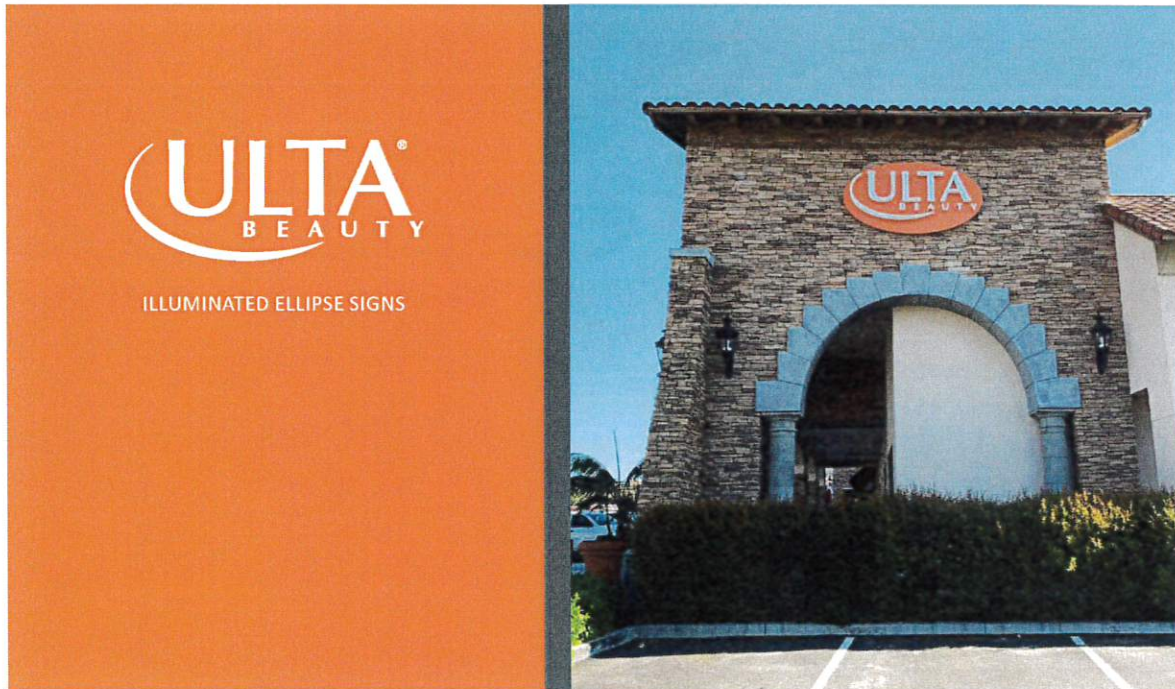
All Faces: 7328 White Acrylic

BEAUTY Faces secured w/ 1" Trim Caps (white)

Detail A

atlas National Headquarters: 1077 West State Parkway Blvd.
West Palm Beach, Florida 33404
800.772.7932
www.atlasusa.com

7

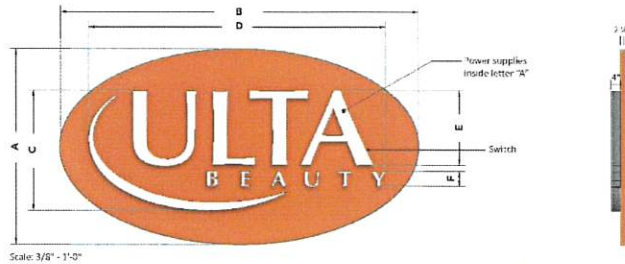


atlas National Headquarters: 1077 West State Parkway Blvd.
West Palm Beach, Florida 33404
800.772.7932
www.atlasusa.com

8



Internally Illuminated Ellipse Sign | w/ Channel Letters | Flush Mount / Remote Power Supplies



Scale: 3/8" = 1'-0"

Sign Type	Size	A	B	C	D	E	F	G	Weight
UA-IL-INT-FLUSH-28	28" x 14"	12'-0"	4'-0"	9'-0"	2'-5 1/2"	6"			98
UA-IL-INT-FLUSH-34	34" x 17"	12'-1 1/2"	4'-3 1/2"	10'-0"	2'-5 1/2"	6"			90
UA-IL-INT-FLUSH-36	36" x 18"	14'-0"	4'-11"	12'-2 1/2"	3'-0 1/2"	7 1/4"			115.16

SCOPE

- Manufacture & install (1) new channel-letter on background 2 1/4" background panel sign.

GENERAL DESCRIPTION

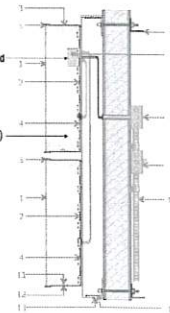
- Illuminated channel letters (Detail A - 4" depth)
- Letter returns are of aluminum, painted "Slate Gray"
- Faces of (7328) white acrylic
- Faces secured with aluminum retainers, painted "Slate Gray"
- Letters are internally illuminated by white LED modules
- Power supplies are installed remotely (note letter "A")
- Letters installed onto 2 1/4" deep, 100" alum. BG panel, painted Orange
- Sign installed onto fascia with angle clips & non-corrosive fasteners

COLOR SCHEDULE

- ALL FACES: 1777 7328 White acrylic
- LTR RETURNS & ALUM. RETAINERS: Painted PMS 431C Gray
- PANEL FACE & RETURNS: PMS 158 Orange (Semi-gloss)

NOTE:
Power source for all letters to be located inside letter A (see ULTA).

Toggle disconnect switch located on letter return (Letter A)



- 1777 Plastic cap
- 2mm ACM aluminum base
- 4" return to be 304 aluminum
- Illumination to be provided by LED
- Alum. retainer (painted "Slate Gray")
- mounting screws upon location and will not be visible
- power supply inside letter "A"
- channel face
- Retain aluminum letters
- primary power source
- toggle disconnect switch to be visible pre-installed aluminum
- toggle switch
- 2 1/4" deep flanged 100" aluminum panel
- aluminum mounting angle (24 four sides)

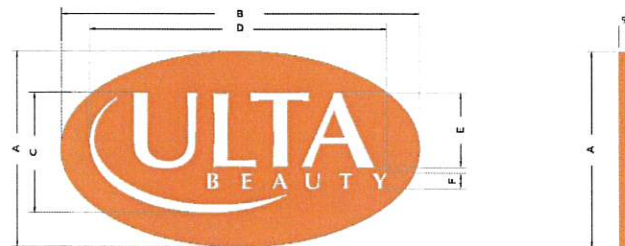
ELECTRICAL NOTES

1. All electrical work must meet NEC 110.1
2. All electrical components must be listed, labeled and marked
3. All electrical work must be done in accordance with NEC 110.1
4. All electrical work must be done in accordance with NEC 110.1
5. All electrical work must be done in accordance with NEC 110.1
6. All electrical work must be done in accordance with NEC 110.1
7. All electrical work must be done in accordance with NEC 110.1
8. All electrical work must be done in accordance with NEC 110.1
9. All electrical work must be done in accordance with NEC 110.1
10. All electrical work must be done in accordance with NEC 110.1
11. All electrical work must be done in accordance with NEC 110.1
12. All electrical work must be done in accordance with NEC 110.1
13. All electrical work must be done in accordance with NEC 110.1
14. All electrical work must be done in accordance with NEC 110.1

atlas
signs & graphics
1777 West Blue Haven Blvd.
West Palm Beach, Florida 33411
800.772.7882
www.atlasusa.com

9

Internally Illuminated Rounded & backed acrylic wall sign | Flush Mount / Internal Power Supplies



Sign Type	Size	A	B	C	D	E	F	G	Weight
UA-IL-RND-INT-28	28" x 14"	12'-0"	4'-0"	9'-0"	2'-5 1/2"	6"			98
UA-IL-RND-INT-34	34" x 17"	12'-1 1/2"	4'-3 1/2"	10'-0"	2'-5 1/2"	6"			90
UA-IL-RND-INT-36	36" x 18"	14'-0"	4'-11"	12'-2 1/2"	3'-0 1/2"	7 1/4"			115.16

SCOPE

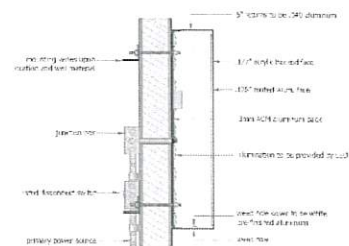
- Manufacture & install (1) new internally illuminated rounded & acrylic backed sign.

GENERAL DESCRIPTION

- Face 1/2" rounded aluminum face
- Face backed with 1777 white (7328) acrylic
- Returns to match PMS 158 "Orange Pop"
- Cabinet internally painted by white, 24V GE LED modules
- Power supplies are inside sign cabinet
- Sign installed onto exterior face with non-corrosive fasteners

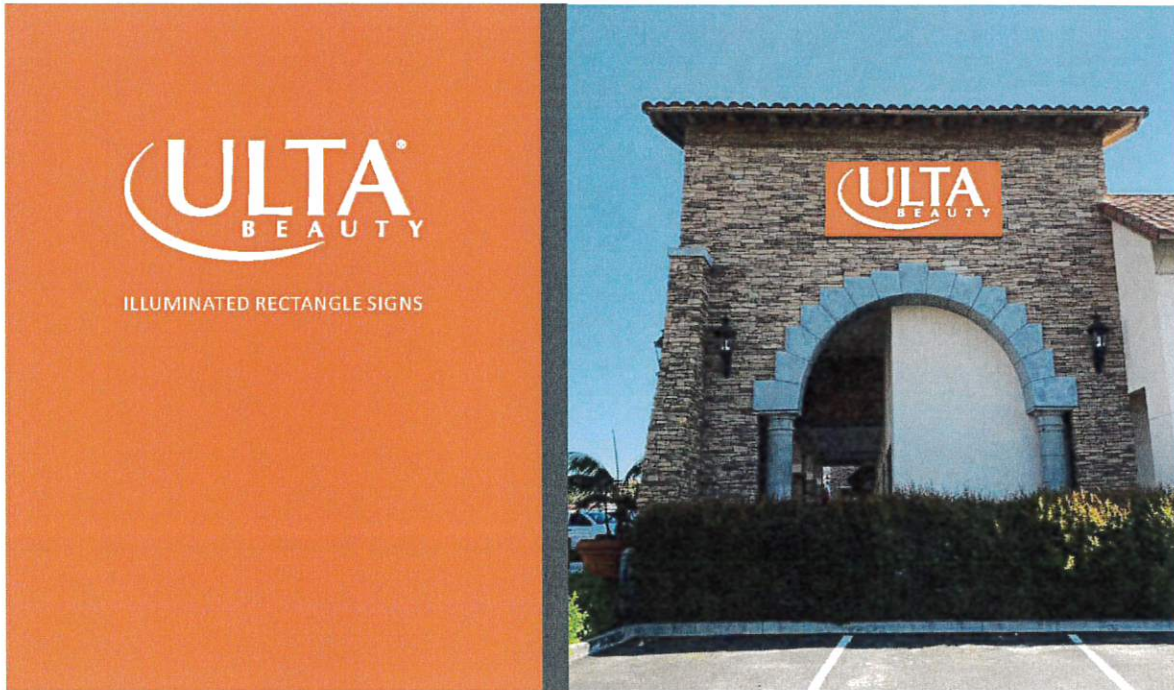
COLOR SCHEDULE

- FACE / RETURNS: urethane enamel finish matching PMS 158 "Orange Pop"
- ACRYLIC: 7328 White acrylic



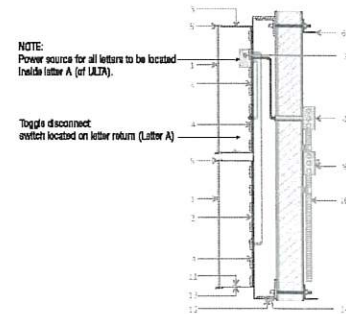
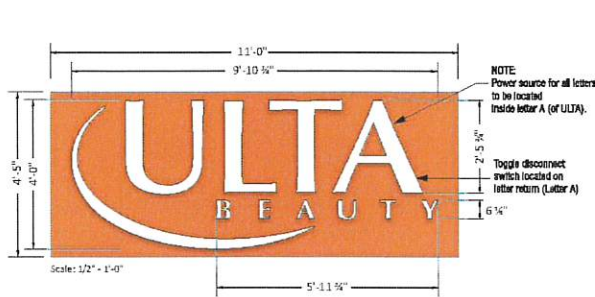
atlas
signs & graphics
1777 West Blue Haven Blvd.
West Palm Beach, Florida 33411
800.772.7882
www.atlasusa.com

10



12

UA-IL-RMT-SQ-53 Internally Illum. Orange Rectangle Sign | w/ Channel Letters | Flush Mount / Remote



SCOPE

- Manufacture & install (1) new channel-letter on background 2 1/2" background panel sign.

GENERAL DESCRIPTION

- Illuminated channel letters (4" depth)
- Letter returns are of aluminum, painted "Slate Gray"
- Faces of (7328) white acrylic
- Faces secured with aluminum retainers, painted "Slate Gray"
- Letters are internally illuminated by white LED modules
- Power supplies are installed remotely (inside letter "A")
- Letters installed onto 2 1/2" deep, 100" alum. BS panel, painted Orange
- Sign installed onto fascia with angle clips & non-corrosive fasteners

SQUARE FOOTAGE

- 4'-5" x 11'-0" = 48.58 Sq. Ft.

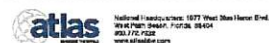
COLOR SCHEDULE

- ALL FACES: 177" 7328 White acrylic
- LTR RETURNS & ALUM. RETAINERS: Painted PMS 431C Gray
- PANEL FACE & RETURNS: PMS 158 Orange (Semi-gloss)

- 177" plastic face
- 3mm ACM aluminum back
- 4" response to be 681 aluminum
- Aluminum to be provided by LED
- Alum. retainer painted "Slate Gray"
- Painting varies upon location and wall material
- quart. rotary code letter "A"
- junction box
- LED, clear face switch
- optional power source
- weep hole cover to be white pre-finished aluminum
- weep hole
- 2 1/2" deep flanged, 300" aluminum panel
- aluminum mounting angle (all four sides)

ELECTRICAL NOTES

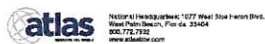
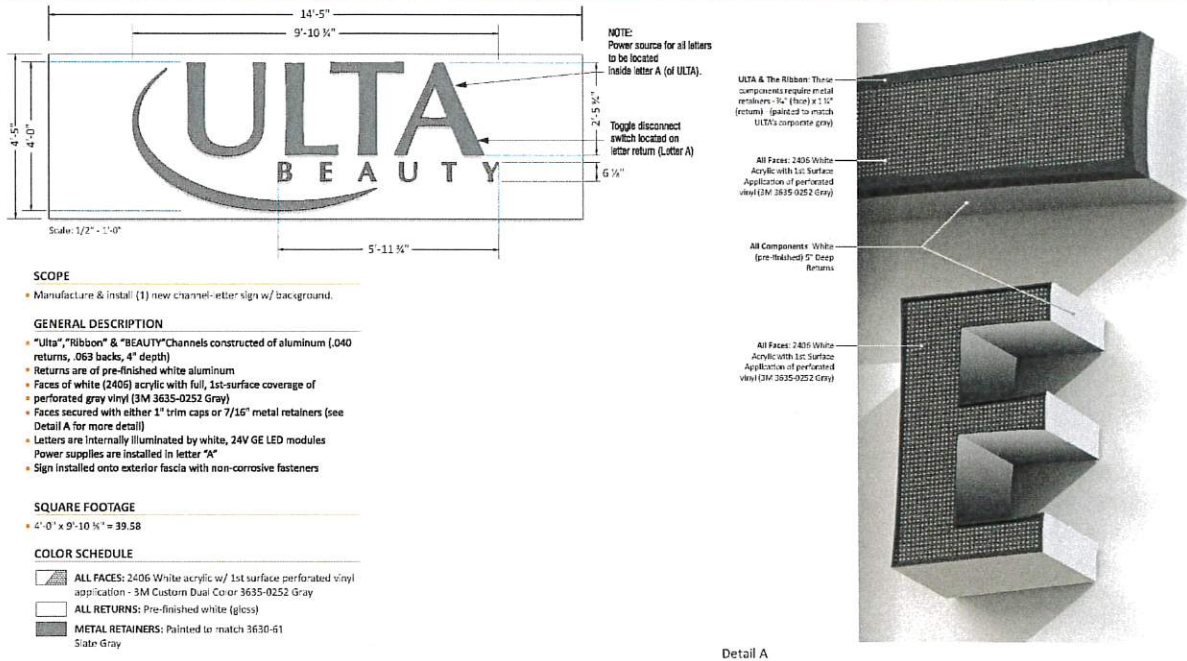
1. All materials and fixtures meet DOD 4.4
2. All electrical components are to be listed, labeled and approved.
3. Sign power shall be provided by NEC 500.4
4. Sign manufactured and listed NEC 500.4 and marked per NEC 500.4
5. All signs shall be marked per NEC 500.4 (10.1) and (10.2)
6. All signs shall be marked by electrical or time clock per NEC (240.5, 250.1) & (250.2) & (250.3) & (250.4) & (250.5) & (250.6) & (250.7) & (250.8) & (250.9) & (250.10) & (250.11) & (250.12) & (250.13) & (250.14) & (250.15) & (250.16) & (250.17) & (250.18) & (250.19) & (250.20) & (250.21) & (250.22) & (250.23) & (250.24) & (250.25) & (250.26) & (250.27) & (250.28) & (250.29) & (250.30) & (250.31) & (250.32) & (250.33) & (250.34) & (250.35) & (250.36) & (250.37) & (250.38) & (250.39) & (250.40) & (250.41) & (250.42) & (250.43) & (250.44) & (250.45) & (250.46) & (250.47) & (250.48) & (250.49) & (250.50) & (250.51) & (250.52) & (250.53) & (250.54) & (250.55) & (250.56) & (250.57) & (250.58) & (250.59) & (250.60) & (250.61) & (250.62) & (250.63) & (250.64) & (250.65) & (250.66) & (250.67) & (250.68) & (250.69) & (250.70) & (250.71) & (250.72) & (250.73) & (250.74) & (250.75) & (250.76) & (250.77) & (250.78) & (250.79) & (250.80) & (250.81) & (250.82) & (250.83) & (250.84) & (250.85) & (250.86) & (250.87) & (250.88) & (250.89) & (250.90) & (250.91) & (250.92) & (250.93) & (250.94) & (250.95) & (250.96) & (250.97) & (250.98) & (250.99) & (250.100)



13

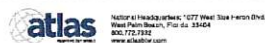
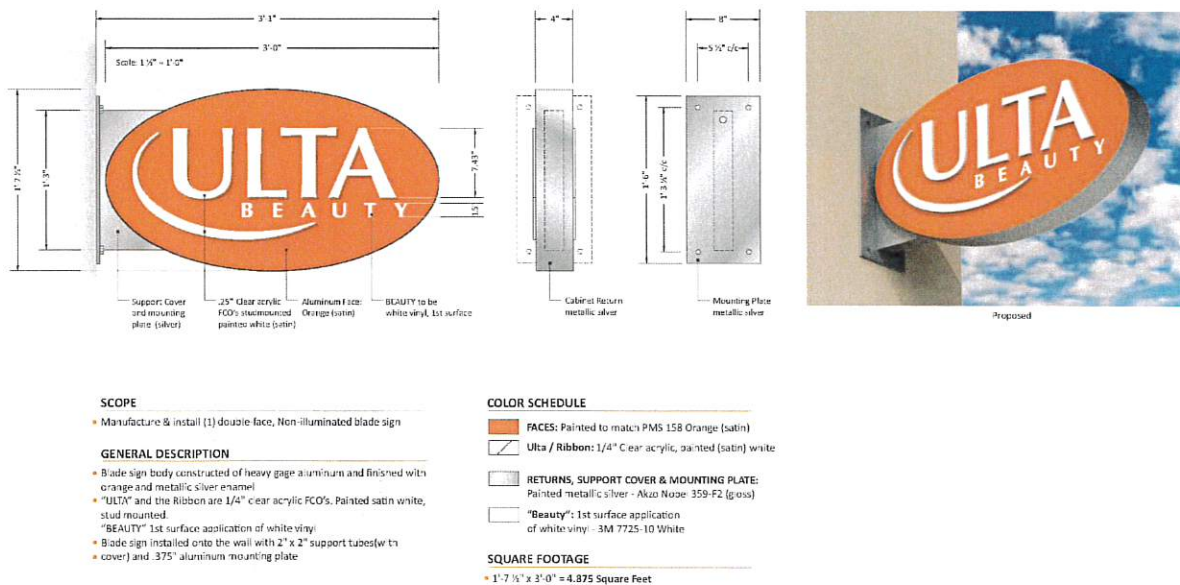


UA-IL-RMT-SQ-53 Internally Illum. White Rectangle Sign | w/ Channel Letters | Flush Mount / Remote



14

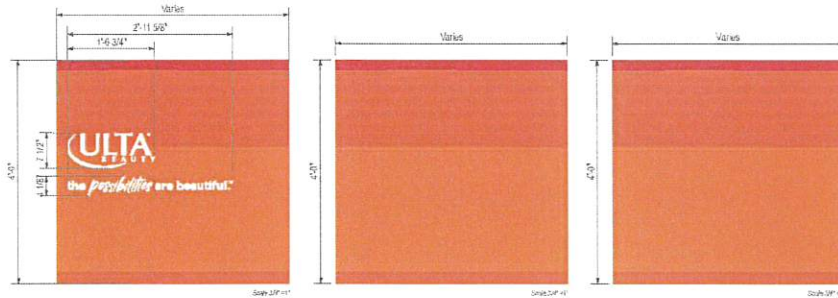
D/F Non-Illuminated Blade Sign



21



VINYL WINDOW GRAPHICS |



SCOPE

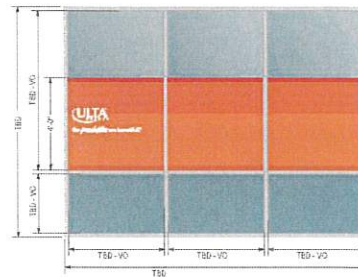
- Manufacture & install new vinyl graphics first surface to windows as shown.

GENERAL DESCRIPTION

- Window graphics are digitally printed with UV protection.

COLOR SCHEDULE

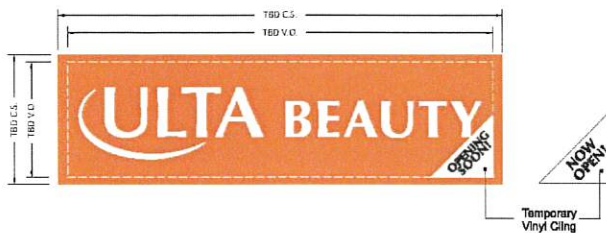
- Vinyl: Digitally printed to match with UV protection (2nd Surface Application)



Universal Graphics, Inc. 1077 West 10th Street
West Palm Beach, Florida 33411
888-772-7463
www.atlasinc.com

27

TENANT PANEL | Linear Layout



SCOPE

- Manufacture & install (2) Polycarbonate face replacements for (1) D/F sign

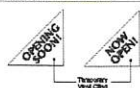
GENERAL DESCRIPTION

- Faces from 7328 white polycarbonate
- Graphic applied to 1st surface of both faces via translucent orange vinyl
- Faces installed into existing D/F pylon cabinet with existing face retainers & divider bars

COLOR SCHEDULE

- VINYL GRAPHIC: 3M VT-4-3630-3517 "Orange Pop"
- FACE SUBSTRATE: 7328 White Polycarbonate

TEMPORARY CLINGS

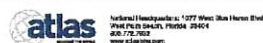


- (4) Temporary Vinyl Clings:
- (2) OPENING SIGN
- (2) NOW OPEN

Size of Clings TBD



PROPOSED VIEW

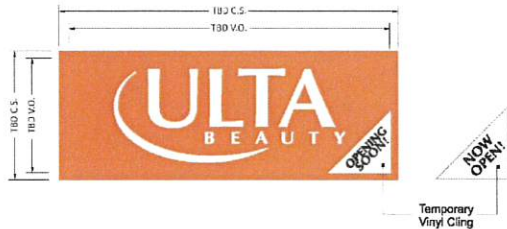


Universal Graphics, Inc. 1077 West 10th Street
West Palm Beach, Florida 33411
888-772-7463
www.atlasinc.com

29



TENANT PANEL | Stacked Logo



SCOPE

- Manufacture & install (2) Polycarbonate face replacements for (1) D/F signs

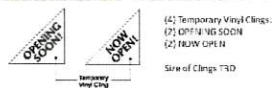
GENERAL DESCRIPTION

- Faces from 7328 white polycarbonate
- Graphic applied to 1st surface of pots faces via translucent orange vinyl
- Faces installed into existing D/F pylons cabinet with existing face retainers & divider bars

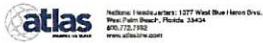
COLOR SCHEDULE

- VINYL GRAPHIC: 3M V74-3630-3317 "Orange Peel"
- FACE SUBSTRATE: 7328 White Polycarbonate

TEMPORARY CLINGS



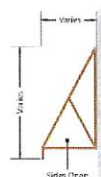
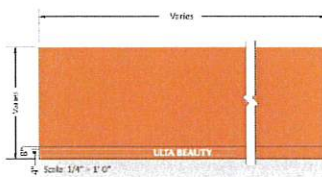
PROPOSED VIEW



National Headquarters: 1277 West Blue Haven Drive,
West Palm Beach, Florida 33411
800.775.7382
www.atlasinc.com

30

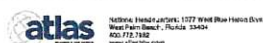
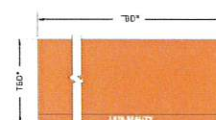
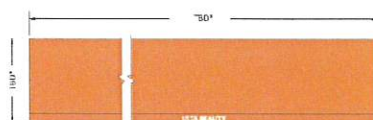
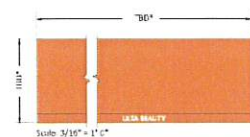
TYPICAL AWNINGS | Branded



NOTE:
The awning dimensions shown must be field verified by the awning manufacturer prior to fabrication. No awning shall protrude past the curb line into the vehicle lane. The dimensions shown are pretypical and cannot be functional for every application and are not shown as an approval for construction.

COLOR SCHEDULE

- FRAMES: Painted to match PMS 158 "Orange Peel" (paint)
- FABRIC COVERS: Patis 500 ULTA/Emboss "Orange Peel"
- VALANCE BRAND: White

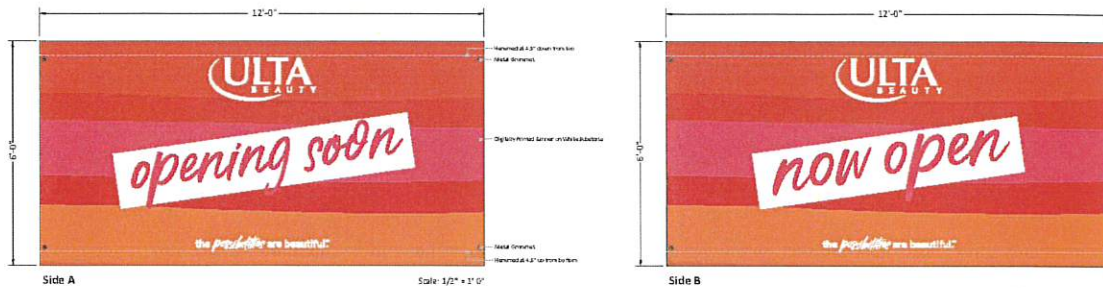


National Headquarters: 1277 West Blue Haven Drive,
West Palm Beach, Florida 33411
800.775.7382
www.atlasinc.com

32



TEMPORARY BANNERS | Double Sided

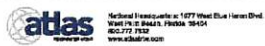


GENERAL DESCRIPTION

- One double sided, digitally printed, double sided, temporary banner featuring (4) grommets and hemmed pockets at top & bottom of banner

COLOR SCHEDULE

- VINYL GRAPHIC: Entire Graphic to be Digitally Printed
- FACE SUBSTRATE: White Banner Material



34

TEMPORARY BANNER | Single Sided

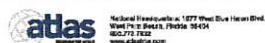


GENERAL DESCRIPTION

- One single sided, digitally printed, double sided, temporary banner featuring (4) grommets and hemmed pockets at top & bottom of banner

COLOR SCHEDULE

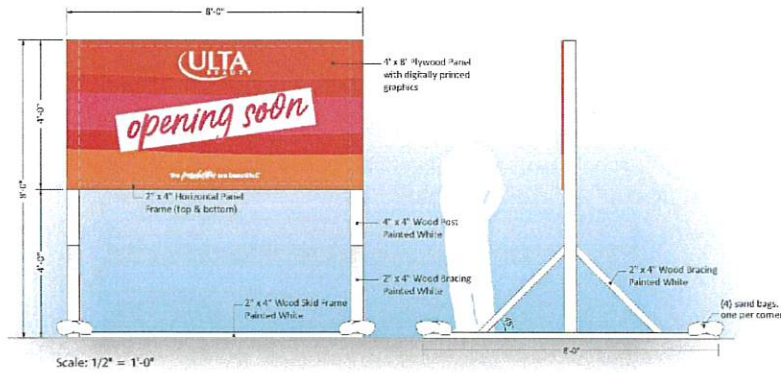
- VINYL GRAPHIC: Entire Graphic to be Digitally Printed
- FACE SUBSTRATE: White Banner Material



35



TEMPORARY CONSTRUCTION SIGN | Single Sided

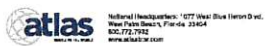


COLOR SCHEDULE

- VINYL GRAPHIC:** Entire Graphic to be Digitally Printed
- FRAME:** Gloss White Enamel

GENERAL DESCRIPTION

- Manufacture and install temporary "OPENING SOON" site sign as shown and described.
- Sign(s) constructed of wood frame with Orange Sign board panel. Entire sign finished in gloss white enamel.
- Sign support to be skid frame secured to sign posts.
- All graphics are digital print with UV protection (see color chart).
- (4) Sand bags to rest on frame base corners.



38

JOB OPPORTUNITY POSTER | Single Sided

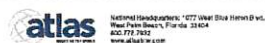


GENERAL DESCRIPTION

- One single sided, digitally printed, temporary poster featuring Remo tape all four sides.
- 2nd surface window application.

COLOR SCHEDULE

- VINYL GRAPHIC:** Entire Graphic to be Digitally Printed
- SUBSTRATE:** White Poster Stock



39



PRODUCT POSTER | Single Sided



GENERAL DESCRIPTION

- One single sided, digitally printed, temporary poster featuring Remo tape all four sides.
- 2nd surface window application.

COLOR SCHEDULE

-  VINYL GRAPHIC: Entire Graphic to be Digitally Printed
-  SUBSTRATE: White Poster Stock



EXHIBIT G

EXISTING TENANTS

The following are all of the existing tenants of the Shopping Center.

- Trader Joe's
- Petco



EXHIBIT H

SIGN CRITERIA

SECTION I.

The content of all signs shall be limited to letters designating the Tenant name and/or type of store or business only (any such designation of the store type shall be by general descriptive terms and shall not include any specifications of the merchandise offered for sale therein or the services rendered therein) and shall contain no advertising devices, slogans, symbols or marks (other than the store name and/or type of store). Crests and corporate shield designs are not permitted.

SECTION II.

Landlord will provide an area on the building façade of appropriate size and location to Tenant's storefront. After having first obtained Landlord's written approval of Tenant's sign design (which submission shall include letter style and size) prepared in accordance with these criteria, Tenant will properly install a sign on the façade.

SECTION III.

The character, design, color, location and layout of all signs shall be subject to Landlord's prior approval. Requests for sign approval must be submitted to Landlord for approval prior to fabrication and shall include two (2) sets drawings each showing the following: (i) the storefront drawing with signage drawn to scale; (ii) section of sign indicating sign construction and means of attachment to storefront and shall indicate sign depth dimension and lease line plane; (iii) specific colors and materials to be used. Landlord will require fifteen (15) business days to review Tenant requests for sign approval. No deviation from the approved drawings will be permitted without resubmission for Landlord's approval. All signage submissions shall be sent to:

Phillips Edison & Company
11501 Northlake Drive
Cincinnati, Ohio 45249
Attn: Director of Property Management
(513) 554-1110
(513) 554-1009 (Fax)

SECTION IV.

Excepting the signs specified in Section VI of this Exhibit, no occupant shall install more than one (1) sign.

SECTION V.

All signs shall be in accordance with the following requirements:

- (a) The sign lettering or any part thereof shall be located within the physical limits of the storefront of the Premises and must remain at least eighteen (18") inches away from the lease lines, and shall not exceed 75% of the area of the façade directly above the Premises. The top plane of the sign shall be in line with the other tenant signage.
- (b) No sign or any part thereof shall be located on the roof of the Premises.
- (c) Tenant's sign shall be individually lettered, channel-lighted, and mounted on a raceway, with the raceway painted the same color as the façade.
- (d) All signs shall be professionally fabricated and installed in compliance with all applicable codes, laws and regulations.

SECTION VI.

The fabrication, installation and operation of all signs shall be subject to the following restrictions:

- (a) All storefront signs must be internally illuminated and regulated by a timer or photocell.
- (b) No flashing, moving, flickering or blinking illumination or lights, animation or floodlight illumination nor any moving signs, rooftop signs, parapet signs, exposed neon or pylon signs shall be permitted.
- (c) No painted or printed signs, except one (1) non-illuminated, small scale "Signature Sign" or "store hours" sign, which is lettered on the glass portion of Tenant's store or required credit card signs, provided such sign does not exceed three inches (3") in height.
- (d) No outrigger signs shall be permitted, except one (1) pre-approved identification sign located beneath the canopy if permitted at the Shopping Center.



- (e) No sign will be installed without the written approval of Landlord.

SECTION VII.

At such time as Landlord prepares new sign criteria for the Shopping Center, Tenant will install a new sign to comply with such new criteria at Tenant's sole expense. If Landlord temporarily requires removal of Tenant's signs, Tenant shall be responsible for removal and reinstallation of signs.

SECTION VIII.

Tenant will have sole responsibility for compliance with all applicable codes, ordinances, building classifications, rules and regulations. The plan review and approval conducted by Landlord is limited to adherence to Landlord's criteria and is not for code compliance. Tenant shall not be permitted to display any neon signage, or any other any signage with marijuana or hemp leaves, or any signage bearing drug paraphernalia images or symbols.

FOR A COMPLETE UNDERSTANDING OF THE CODE REQUIREMENTS, TENANT SHOULD CONTACT LOCAL BUILDING OFFICIALS



EXHIBIT I

SHOPPING CENTER PRIVATE COVENANTS

The covenants and restrictions set forth in this Exhibit are excerpted from leases and agreements which are executed or in the process of being negotiated, which exclusive uses and/or prohibited uses encumber (or shall encumber) the Premises. Although set forth in terms of restrictions against Landlord, Tenant (including any assignee, subtenant, franchisee or other transferee of Tenant under the Lease) shall not use the Premises in any way which will violate (or cause Landlord to violate) any of the terms and/or conditions or other provisions of such exclusive or restrictive use provisions. Except as otherwise indicated below, defined terms used below shall have the meanings ascribed to the same in the subject agreement or document from which such provision is derived. In no event shall Tenant have the right to enforce any of the following provisions against Landlord or any other tenant or occupant of the Shopping Center.

Petco

Tenant shall have the exclusive right to engage in any and/or all aspects of the Pet Related Uses in all phases of the Shopping Center and any property adjacent to the Shopping Center owned, managed and/or controlled by Landlord or any affiliate of Landlord except for (i) the rights of Trader Joe's and Rite Aid under their existing leases for their premises in the Shopping Center; and (ii) incidental sales. As used herein, incidental sales means the sale or display for sale of such items or services, not as the primary use of the competing tenant and taking up no more than two hundred fifty (250) square feet of such tenant's leasable floor area. "Pet Related Uses" = the retail sale of pets (including but not limited to fish, birds, reptiles and small animals), pet grooming, veterinary, boarding, day care and other pet services, pet food, pet accessories and other pet related products.

Tenant has entered into this Lease in reliance upon representations by Landlord that the Shopping Center is and will remain substantially retail in character and, further, no part of same (including the Premises) shall be used for any of the Prohibited Uses as set forth in Exhibit "H" attached hereto nor as an auditorium, meeting hall, school or other place of public assembly, telemarketing or call center, gymnasium or dance hall; for Bingo or similar games of chance, or as a massage parlor, video game arcade, bowling alley, skating rink, car wash, car repair or car rental agency, night club or adult book or adult video store or for a restaurant within two hundred fifty (250) feet of the front door of the Premises.

Exhibit H: a. Uses prohibited by the Declaration, as defined above in the Lease; b. Uses not allowed by applicable governmental ordinances, rules, or regulations from time to time; and c. Offices (except as an incidental use to a retail or other permitted use), check cashing operation, second-hand clothing store, entertainment facility, recreational facility, training facility or educational facility, a flea market, a funeral home, a facility for the sale of paraphernalia for use with illicit drugs, a facility for the sale or display of pornographic material (as determined by community standards for the area in which the Premises is located), an off-track betting parlor, a carnival, amusement park, circus, tent sale, or farmer's market, a facility for the sale of new or used motor vehicles, trailers or mobile homes, a facility for any use which is illegal or dangerous or constitutes a nuisance, or a cigarette, cigar or smoke shop or any other store the primary business of which is to sell tobacco products and/or accessories. As used herein, "entertainment facility" or "recreational facility" includes, but is not limited to, a restaurant, bar, pub, nightclub, music hall, disco, banquet hall, auditorium, bowling alley, skating rink, theater, billiard room, health or beauty spa, exercise or dance studio, karate studio, pilates studio, yoga studio, gymnasium, massage or tanning parlor, amusement arcade, children's play gym facility (including those similar to "My Gym" or "Gymboree"), establishment catering to birthday parties (such as a "Chuck E. Cheese" or "Sandy Deck's") or other place of public amusement; and "training or educational facility" includes, but is not limited to, a beauty school, barber college, reading room, place of instruction, or any other operation catering primarily to students or trainees rather than to customers (other than training for pets and pet owners). It is the intent of this provision that the parking and other Common Areas should not be burdened by either large scale or protracted use.

Trader Joe's

Landlord agrees that it will not lease, sell or otherwise permit any portion of the Shopping Center (other than the Premises) to be used for the sale of grocery items or alcoholic beverages for off-premises consumption.

Landlord agrees that none of the Shopping Center shall be occupied by any of the following uses without Tenant's prior written consent: offices (except as an incidental use to a retail or other permitted use), check cashing operation, second-hand clothing store, entertainment facility, recreational facility, training facility or educational facility (collectively, "Prohibited Uses"). As used herein, "entertainment facility" or "recreational facility" includes, but is not limited to, a restaurant, bar, pub, nightclub, music hall, disco, banquet hall, auditorium, bowling alley, skating rink, theater, billiard room, health or beauty spa, exercise or dance studio, karate studio, pilates studio, yoga studio, gymnasium, massage or tanning parlor, amusement arcade, children's play gym facility (including those similar to "My Gym" or "Gymboree"), establishment catering to birthday parties (such as a "Chuck E. Cheese" or "Sandy Deck's") or other place of public amusement; and "training or educational facility" includes, but is not limited to, a beauty school, barber college, reading room, place of instruction, or any other operation catering primarily to students or trainees rather than to customers. It is the intent of this provision that the parking and other Common Areas should not be burdened by either large scale or protracted use. The term "restaurant" shall not apply to a fast or quick food operation, bagel shop, juice shop, yogurt store, sandwich shop, coffee shop (such as, a Starbuck's or a Peet's) or other similar specialty type of food or beverage store, of less than or equal to Two Thousand (2,000) square feet.

In addition, Landlord shall not sell, operate or lease (or permit to be sold, operated or leased) any portion of the Shopping Center for use as: (A) a flea market; (B) a funeral home; (C) a facility for the sale of paraphernalia for use with illicit drugs; (D) a facility for the sale or display of pornographic material (as determined by community standards for the area in which the Premises is located); (E) an off-track betting parlor; (F) a carnival, amusement park, circus, tent sale, pumpkin patch, Christmas tree lot or "farmer's market"; (G) a facility for the sale of new or used motor vehicles, trailers or mobile homes; (H) a facility for any use which is illegal or dangerous or constitutes a nuisance or (I) a cigarette, cigar or smoke shop or any other store the primary business of which is to sell tobacco products and/or accessories.

