

Highland Park Village Tenant Policies and Procedures Manual

Effective Date: August 1, 2025

This Policies and Procedures Manual (the "Manual") outlines the operational guidelines, rules, and regulations for all tenants, their employees, agents, contractors, and invitees within the Highland Park Village shopping mall (the "Shopping Center"). This Manual is incorporated by reference into all Commercial Lease Agreements (each, a "Lease") between Metroplex Commercial Properties (the "Landlord") and its tenants (each, a "Tenant"). Adherence to these policies and procedures is mandatory and essential for maintaining the high standards of operation, appearance, and customer experience at Highland Park Village.

The purpose of this Manual is to foster a safe, clean, aesthetically pleasing, and commercially successful environment for all tenants and their patrons. Landlord reserves the right to amend, modify, or supplement this Manual from time to time, with reasonable prior written notice to Tenants.

ARTICLE 1. GENERAL OPERATIONS

1.1. Operating Hours

- **Standard Operating Hours:** All retail Tenants are required to be open for business to the public during the following standard operating hours:
 - Monday - Saturday: 10:00 AM - 6:00 PM
 - Sunday: 12:00 PM - 5:00 PM
- **Extended Hours/Holidays:** Tenants shall observe extended operating hours during designated holiday seasons (e.g., November 15th through December 31st) and for special Shopping Center events, as reasonably determined and communicated by Landlord with at least thirty (30) days' prior written notice.
- **Early/Late Access:** Tenants requiring access to their Premises outside of standard operating hours for stocking, cleaning, or administrative tasks must utilize designated service entrances and adhere to all security protocols, including alarm arming/disarming procedures. All such activities must not disrupt other tenants or disturb the peace of the Shopping Center.

1.2. Common Areas

- **Use of Common Areas:** The Common Areas (as defined in the Lease) are for the non-exclusive use and benefit of all tenants, their employees, customers, and invitees. Their use is subject to Landlord's sole discretion and control.
- **Obstruction:** No Tenant shall obstruct or permit the obstruction of any Common

Area, including, but not limited to, sidewalks, corridors, entrances, exits, or parking areas, with merchandise, displays, refuse, or other materials.

- **Cleanliness:** Tenants are responsible for maintaining the cleanliness of the sidewalk and immediate area directly in front of their Premises, extending ten (10) feet from their storefront. This includes sweeping, litter removal, and ensuring no spills or debris accumulate.
- **Solicitation/Canvassing:** No solicitation, canvassing, or distribution of handbills or other advertising matter is permitted in the Common Areas without the express prior written consent of Landlord.

1.3. Deliveries and Waste Management

- **Delivery Hours:** All deliveries to Tenants must be made during designated delivery hours, typically between 7:00 AM and 9:30 AM, Monday through Saturday, and 10:00 AM and 11:30 AM on Sundays, unless otherwise approved by Landlord in writing.
- **Delivery Locations:** Deliveries must be made via designated service entrances and loading docks only. No deliveries are permitted through public entrances during operating hours.
- **Waste Disposal:**
 - Tenants shall dispose of all trash, refuse, and recyclable materials in designated compactors or bins located in the service areas.
 - All waste must be properly bagged and sealed to prevent spills and odors.
 - No hazardous waste, construction debris, or large items (e.g., furniture, appliances) may be disposed of in the Shopping Center's general waste receptacles without prior arrangement and approval from Landlord. Special arrangements and fees may apply for such disposal.
 - Cardboard boxes must be broken down flat before disposal.
- **Pest Control:** Tenants shall cooperate with Landlord's pest control efforts and maintain their Premises in a manner that discourages pests. Any pest infestation within the Premises must be reported immediately to Landlord.

ARTICLE 2. TENANT RESPONSIBILITIES

2.1. Premises Maintenance and Repair

- **Interior Maintenance:** Tenants are solely responsible for the daily cleaning, maintenance, and repair of the interior of their Premises, including all non-structural walls, ceilings, floors, fixtures, equipment, and utility lines exclusively serving the Premises from the point of connection to the main building risers. This includes, but is not limited to, painting, flooring repair, light bulb replacement, and general upkeep.

- **HVAC Maintenance:** Tenants are responsible for the regular maintenance (e.g., filter changes, coil cleaning) of the HVAC units exclusively serving their Premises. Landlord may require proof of such maintenance.
- **Damage:** Tenants shall be responsible for any damage to the Premises or any part of the Shopping Center caused by the negligence or willful misconduct of Tenant, its employees, agents, contractors, or invitees.

2.2. Signage and Storefronts

- **Exterior Signage:** All exterior signage, including storefront signs, window decals, and temporary banners, must receive prior written approval from Landlord and comply with the Shopping Center's architectural guidelines and all applicable municipal ordinances. No sign may be installed without an approved permit, if required.
- **Window Displays:** Window displays must be maintained in a clean, attractive, and professional manner. Displays should be changed regularly to maintain visual interest. No handwritten signs are permitted in storefront windows or on exterior doors.
- **Aesthetics:** The storefront, including windows, doors, and exterior lighting, must be kept clean and in good repair at all times. Any damage or disrepair must be reported to Landlord immediately and repaired promptly by Tenant.
- **Temporary Signage:** Temporary signage for sales or promotions must be approved by Landlord in advance, both in terms of content and duration.

2.3. Utilities and Services

- **Conservation:** Tenants are encouraged to conserve energy and water within their Premises.
- **Reporting Issues:** Tenants must promptly report any utility outages, leaks, or other service interruptions to Landlord's management office.
- **Prohibited Devices:** No Tenant shall install or use any equipment or device that places an excessive load on the Shopping Center's utility systems or interferes with the normal operation of the Shopping Center.

ARTICLE 3. SAFETY AND SECURITY

3.1. Emergency Procedures

- **Fire Safety:** Tenants must ensure all fire exits within their Premises are clear and unobstructed at all times. Employees must be familiar with fire evacuation routes and the location of fire extinguishers.
- **Emergency Contacts:** Tenants shall provide Landlord with up-to-date emergency contact information for at least two (2) responsible individuals who

can be reached 24/7.

- **Alarm Systems:** Tenants are responsible for maintaining and monitoring their own alarm systems within their Premises. False alarms that result in charges to Landlord will be billed back to the Tenant.

3.2. Hazardous Materials

- **Compliance:** Tenants shall store, use, and dispose of any permitted Hazardous Materials (as defined in the Lease) strictly in accordance with all Environmental Laws and safety regulations.
- **Spill Reporting:** Any spill or release of Hazardous Materials, however minor, must be immediately reported to Landlord's management office and relevant authorities as required by law. Tenant is responsible for all costs associated with remediation.

3.3. Security Measures

- **Premises Security:** Tenants are responsible for securing their Premises, including locking all doors and windows, and activating their alarm systems when closed.
- **Reporting Incidents:** Any suspicious activity, theft, vandalism, or other security concerns within or around the Premises should be immediately reported to Shopping Center security and local law enforcement.
- **Employee Background Checks:** Tenants are encouraged to conduct appropriate background checks on all employees.

ARTICLE 4. MARKETING AND PROMOTIONS

4.1. Shopping Center Marketing

- **Participation:** Tenants are encouraged to participate in Shopping Center-wide marketing initiatives, events, and promotions organized by Landlord.
- **Promotional Materials:** Tenants may be required to display promotional materials provided by Landlord regarding Shopping Center events or initiatives.
- **Website/Directory:** Tenants agree to be listed in the Shopping Center's official website and directory, providing accurate business information and logos as requested by Landlord.

4.2. Tenant Promotions

- **Approval:** All Tenant-specific promotions, sales events, or advertising campaigns that extend beyond the interior of the Premises (e.g., sidewalk sales, external banners, flyers in Common Areas) must receive prior written approval from Landlord.

- **Consistency:** Tenant promotions should be consistent with the upscale image and brand standards of Highland Park Village.
- **Digital Presence:** Tenants are encouraged to maintain an active and professional online presence that aligns with the Shopping Center's overall digital strategy.

ARTICLE 5. CONSTRUCTION AND ALTERATIONS

5.1. Permitting and Approvals

- **Strict Adherence:** All Alterations (as defined in the Lease) must strictly adhere to the approval process outlined in the Lease and this Manual. No work may commence without Landlord's written consent, approved plans, and all necessary governmental permits.
- **Approved Contractors:** Tenants must use contractors approved by Landlord. A list of approved contractors may be provided by Landlord upon request. All contractors must provide proof of insurance and workers' compensation coverage.
- **Construction Hours:** All noisy construction work (e.g., demolition, heavy drilling) must be performed outside of standard Shopping Center operating hours. Less disruptive work may be permitted during operating hours with prior Landlord approval.

5.2. Site Access and Safety

- **Protection of Property:** Tenants and their contractors are responsible for protecting the Common Areas and adjacent tenant spaces from dust, debris, and damage during construction.
- **Waste Removal:** All construction debris must be removed from the site daily and disposed of properly off-site by the Tenant's contractor. No construction waste may be placed in Shopping Center dumpsters.
- **Safety Protocols:** All construction work must comply with OSHA regulations and all other applicable safety standards.

ARTICLE 6. PARKING

6.1. Tenant and Employee Parking

- **Designated Areas:** Tenants and their employees must park only in designated employee parking areas, as identified by Landlord. These areas may be located away from prime customer parking spaces.
- **Violation:** Parking in customer-designated spaces is strictly prohibited and may result in towing at the owner's expense or fines levied against the Tenant.
- **Vehicle Condition:** All vehicles parked in the Shopping Center must be in

operating condition and properly licensed.

6.2. Customer Parking

- **Priority:** Customer parking areas are reserved exclusively for Shopping Center patrons.
- **No Overnight Parking:** Overnight parking by customers or tenants is generally prohibited without prior written approval from Landlord.

ARTICLE 7. MISCELLANEOUS PROVISIONS

7.1. Compliance with Lease

- This Manual is an integral part of each Tenant's Lease. In the event of any conflict between the provisions of this Manual and the specific terms of a Tenant's Lease, the provisions of the Lease shall govern.

7.2. Communication

- All official communications regarding these policies should be directed to the Landlord's management office. Tenants are responsible for disseminating the contents of this Manual to all their employees and contractors.

7.3. Amendments

- Landlord reserves the right to amend, modify, or supplement these policies and procedures at any time. Any changes will be communicated to Tenants in writing with reasonable notice prior to their effective date.

7.4. Enforcement

- Failure to comply with any provision of this Manual may result in warnings, fines, or other remedies as outlined in the Tenant's Lease, up to and including termination of the Lease.

ACKNOWLEDGMENT OF RECEIPT

The undersigned Tenant acknowledges receipt of this Highland Park Village Tenant Policies and Procedures Manual and agrees to comply with all terms and conditions contained herein, as may be amended from time to time by Landlord.

TENANT:

FIG LEAF, INC.

By: _____

Name: Sarah J. Chen

Title: Chief Operating Officer

Date: August 1, 2025