



MIRACLE MILE SHOPS
at planet hollywood resort & casino las vegas

Specialty Leasing Program Standards and Operating Guidelines

Section One – General Rules

Our retail units are positioned in prime location throughout the Miracle Mile Shops. Your business may be the first thing a customer sees when they enter the Shopping Center. It is critical that the impression you make is a positive one. These guidelines have been created to help ensure consistency in business practices, conduct and presentation.

OPERATING HOURS: Retail units, kiosks, wall stalls and temporary in-line stores are required to be open during all Center hours as set forth below:

Sunday through Thursday: 10:00 a.m. - 11:00 p.m.
Friday through Saturday: 10:00 a.m. - 12:00 Midnight

In the event of any special hours, Licensee must adhere to changes in the overall schedule of the Miracle Mile Shops. Licensee will be notified as soon as Center Management determines these hours so that they may schedule employees accordingly.

Late Openings / Early Closings – If unforeseen circumstances arise, which will likely result in late openings or early closings, you must contact the Management office at 702.866.0703 and explain the following:

- A. Nature of Problem
- B. Expected arrival or departure time
- C. Your name and your business name

Warnings will be issued for the first two late openings / early closings. Thereafter, Licensee will be issued a fifty dollar (\$50.00) fine for each hour, or partial hour, Licensee fails to operate. Continued violations may result in termination of license agreement.

MERCHANDISE: Licensee is only permitted to sell those items that are agreed upon in advance by Licensor as specified in the Use Clause. New products must be submitted in advance to the Specialty Leasing Manager. Upon notice from Management, Licensee must immediately remove any unapproved products from the retail unit until proper approval is obtained.

LOCATION OF RETAIL UNIT: The location of all retail units is at the sole discretion of the Licensor and is subject to change whenever the Licensor determines it is in the best interest of the Shopping Center.

RENTAL PAYMENTS AND SALES REPORTING: Rent, payable to Boulevard Invest LLC, is due without demand in accordance with the terms set forth in the temporary license agreement. Licensee's who mail in their payment are required to allow sufficient time for mail processing and delays. Payments should be mailed to: Miracle Mile Shops Management Office, 3663 Las Vegas Blvd South, Suite 900, Las Vegas, NV 89109.

Unless otherwise noted, Rent is due on the 1st of every Calendar month of Term without demand. If Rent is not received by the 5th day of the month, Licensee will be fined \$100.00 additional rent on the 6th day, plus an additional \$25.00 per day thereafter until rent is received in full.

RETURNED CHECKS: All payments are to be in certified check or money order, unless otherwise noted. Returned checks will result in a \$50.00 service charge. Additionally, any Licensee issuing a NSF payment will be required to issue all future payments in certified funds, no exception.

SALES REPORTING – Miracle Mile Shops requires temporary tenants to report sales both daily and monthly. Daily sales information includes gross daily receipts collected at the License Area. Licensor pays for the costs and expenses in connection with the operation of the program. Licensor utilizes the information collected for the purpose of evaluating and responding to market trends and determining merchandising category rankings.

Monthly sales reports must be completed for the previous month accurately and submitted to Management by the 5th day of each month for the preceding month. Percentage rent is due by the 5th day of each month for the preceding month. Late sales reports and receipt of percentage rent due will result in a late fee of \$25.00. In addition, after the 5th day, Licensee will be fined an additional \$10.00 per day for each day the past due report is undelivered or past due percentage rent remains unpaid.

CASH REGISTERS: Cash registers are the responsibility of the Licensee. Each cash register is required to have an “X” and a “Z” function, which works in sequence. The “X” function allows the Licensee to obtain a sales report through out the day without clearing out the sales for the day. A “Z” function enables the cash register to print out a final daily sales report while clearing the cash register of the sales for the day.

FINES: Miracle Mile Shops reserves the right to assess and collect fines for violations of our Standards and Operating Guidelines. In addition to any remedies specifically addressed herein, Licensee will be fined \$25.00 for each infraction. If not paid on a timely basis, fines will be deducted from security deposits. The Licensee must reimburse their security deposit accounts within two (2) days of being fined.

SECURITY DEPOSITS: Security deposits are refundable only after all terms and conditions of the temporary license agreement have been fully met by the Licensee. Any damage to the retail unit or Center, as well as defaults of any portion of the agreement may result in forfeiture of part or all of the security deposit.

Section Two – Employee Guidelines

Strong sales and a successful business venture come from Sales Associates who conduct themselves in a responsible, business-like manner.

STAFFING REQUIREMENT: Licensee’s retail unit must be attended at all times. Sales Associates may not socialize with friends or with other Sales Associates at retail units.

PARKING: All Sales Associates are required to park in the parking structure on levels 9, 10 and 10 ½. All other parking spaces are reserved for Miracle Mile Shops customers’ utilization. Security records employee’s license numbers and monitors and enforces parking rules. In the event any unauthorized vehicle is parked in a non-employee parking area, mall security has the right to ticket, boot, and/ or tow the vehicle.

CONDUCT: Miracle Mile Shops is a private property. In order to make the visit of all shoppers a pleasant one, we ask to you adhere to the following Code of Conduct:

- No food or drinks should be visible to the customer and trash should be disposed of promptly
- No smoking within the shopping center
- Refrain from use of obscene language, obscene gestures, and racial, religious or ethnic slurs
- Alcoholic beverages are not permitted while Sales Associates are on duty
- “Barking or hawking” sales techniques will not be permitted
- Friends, family and children are not allowed to gather around the retail unit. Remember, this is a place of business, not a social gathering place
- Headphones, televisions, radios, tape players, CD players and not permitted
- Cellular phones and landline phones are for business purposes only
- Chairs must be kept within 5 feet of retail unit. Sales Associates are not permitted to sit or lean against the retail unit.

SOLICITING: Licensee and its Sales Associates may not solicit customers through any disruptive noises, barking, hawking, or pamphleting. This excludes product sampling and demonstrations, as approved by Licensor, which must adhere to the demonstration policy as set forth below.

DEMONSTRATION POLICY: All sales associates must remain within arms length of the retail unit at all times. You may not walk into the common area to approach a customer, or to perform a demonstration.

Pitches are **NOT** to be made to random customers walking through the common area of the Center. Unless eye contact is made, or a shopper exhibits an interest in your product, you should not speak to them. Once a guest indicates that they are not interested in your product, THE PITCH IS OVER. Do not continue to hawk your product as the customer walks away.

When making your pitch, your voice must be kept at a conversational level, i.e. we should not be able to hear your sales pitch unless we are standing at your selling area. NO volume on audio or video equipment should be heard in the common area.

It is unacceptable to use terms of endearment in your address to our customers – for example, honey, sweetie, baby or darling.

You are **NOT** permitted to touch guests without asking permission. Do not pull a guest over to your retail unit, and do not perform demonstrations on inappropriate body parts, i.e. lower body. A violation of this policy may result in your being banned from Miracle Mile Shops completely.

DRESS CODE: A dress code has been established for the Licensee and its employees. Supervisors are responsible for ensuring that their Sales Associates dress in a fashion that compliments their particular business. Licensor reserves the right to send an employee home to change for improper attire. In such cases, Licensee will not only be fined for violations of the dress code, but also for not operating the business during the center specified hours (should the business close temporarily).

This chart illustrates specific examples of appropriate and inappropriate workplace attire:

| | APPROPRIATE | INAPPROPRIATE |
|------------------|---|---|
| Tops | Use common sense. Business casual, properly fitting attire. | Oversized, revealing, or tattered shirts. This includes crop tops, tank tops, mid-drift and low cut tops. |
| Pants | Business casual for appropriate season. Pants should fit and be in good condition. Dress shorts are permitted provided they are knee length or longer (no denim). | Sweat pants, baggy pants, spandex, or any type of workout wear. |
| Dresses / Skirts | Appropriate length dresses & skirts. | Mini-skirts or dresses that would inhibit an employee's ability to bend over. Strapless dresses. |
| Footwear | Loafers, boots, flats or dressy sandals. Tennis shoes may be worn provided they are in excellent condition. | House shoes / slippers, tattered / worn shoes, or bare feet. |
| Other | Uniforms required by the employee that are in compliance with the above criteria. | Headwear, including baseball caps and visors (unless primary use of retail unit). Sunglasses (unless retail unit is exterior location.) |

Section Three – Customer Service Guidelines

Outstanding customer service is a top priority. Licensee is required to provide training to its Sales Associates in all aspects of servicing the customer including product knowledge, sales training, and knowledge of the shopping center. In addition, Sales Associates are required to attend orientation or training sessions as provided or designated by the Licensor.

RETURN POLICY AND GUARANTEE: A professionally made return policy sign is required and must be visible at all times. A receipt must accompany all sales. We recommend that the Licensee guarantee all products sold and offer a return policy consistent with such guarantee. Licensee agrees to honor their return/exchange policy for a period of two weeks following closing of the business. Licensor will deduct the dollar value of the merchandise (upon receipt of sales receipt and merchandise from the customer) from the Licensee's security deposit.

SHOPPING BAGS: Licensee will provide their own bags, which should be neatly stored. Licensor may provide seasonal bags or packaging, which should be utilized. During the display approval process, the Licensor will approve all packaging. At no time, should the packaging be visible to the public i.e. draped over the cash wrap.

Section Four – Presentation

A strong and professional merchandise presentation is essential. All retail unit concepts are required to follow the design approval process. Licensor requires that all Licensee's utilize a Visual Merchandiser as part of this process. Once the design has been approved, any changes requested must be submitted and approved by the Specialty Leasing Manager. Licensor reserves the right to require the Licensee to re-design its merchandise area upon twenty-four (24) hours advance notice at the Licensee's sole cost and expense.

DESIGN SUBMISSION REQUIREMENTS: All improvements, merchandising and visual presentations are subject to approval by Management. Licensee is required to submit a rendering reflecting all fixture and display concepts. Each Licensee is also required to have a professional visual merchandiser aid in set up and merchandising changes. Changes to display are not allowed without prior approval from Management. Fixtures and props outside of the retail unit are not allowed without prior approval and must be reflected on a rendering and approved by Management prior to installation.

SIGNAGE: Licensor provides the overhead sign for retail unit and kiosks. Licensee is responsible for the cost of any additional signage to marketing signs, point of purchase and sale signs. **No hand-written signs are permitted; only professionally made signs will be permitted.** Licensee is required to present the signage package to Licensor prior to opening. This may also include the sign holders and frames. Any unapproved signage may be removed at Licensor's sole discretion.

STOOLS: Licensor may provide one stool for each retail unit. Stools are to be used for breaks only and should never be used while customers are present at the retail unit. Licensor reserves the right to remove the stool for sales associate abusing the privilege resulting in poor customer service. No bags or other items may be draped over the stool, and it is not to be used as a coat rack.

SEASONAL DECOR: In order to maintain a consistent look for the entire common area, seasonal décor will **NOT** be permitted. This rule applies to all holidays including but not limited to Halloween, Christmas, Valentine's Day and Easter.

DELIVERIES / STOCKING: All incoming stock must be brought into the Miracle Mile Shops through the designated delivery entrances between the hours of 5:00 a.m. and 10:00 a.m. All stocking must be done prior to 10:00 a.m. Stocking of the retail unit may not be done during regular business hours. Deliveries should not be made in the common area during business hours. If a shipment must be received at your retail unit, it is to be removed from the common area immediately. Licensee shall be on-site to sign for deliveries as Licensor will not sign for your deliveries. UPS and Federal Express will deliver directly to your location. All stocking of merchandise shall be done during NON-BUSINESSES HOURS and in adequate amounts to minimize low inventory levels. Stock shall be brought in before and after mall hours through the closest loading docks and back corridors

DELIVERY PROCEDURES: While making deliveries, trucks must be moved immediately after loading and unloading. Freight carts are prohibited from entering through the main center entrances at Las Vegas Boulevard and Harmon Ave. Delivery personnel should utilize the "ring road" entrances at Audrie Ave to access the nine delivery areas. Dollies utilized in the common area must have rubber casters.

Please contact Security Dispatch at 702.862.8014 when the delivery is due to arrive so they can unlock the gate in the appropriate Dock Area.

RETAIL UNIT: Licensee may not deface the retail unit in any way and may not attach merchandise, security cameras or display fixtures to any part of the cart with nails, screws, tape, double-sided tape, bolts, staples, etc. Licensee's are NOT permitted to add additional lighting to the cart. Any additional lighting needs will need to be incorporated into your display area and approved with the visual merchandising drawings. Any Licensee who defaces a retail unit or equipment will be responsible for the cost of repairs or replacement. Licensee's security deposit will be used to offset the repair costs.

CLEANLINESS AND TRASH TRMOVAL: Licensee is responsible for the cleanliness of its area and for the cleanliness of its retail unit and display fixtures. Any trash should be removed from the unit daily by using the proper dumpster areas. Licensor will provide specific information on designated trash dumpsters. Individual trash containers are not permitted outside the retail unit. Cash wraps must be clean and free of clutter. Center trash cans are **NOT** to be used for disposing of your daily trash, i.e., boxes, cartons, packaging, etc.

Fire Code Regulations prohibit anything being placed on the floor around or under the retail unit. This includes, but is not limited to purses, backpacks, briefcases, step stools, trashcans, boxes and bags.

ADVERTISING: All advertisements must be approved by the Director of Marketing prior to release.

SPECIAL EVENTS: All special events i.e. radio remotes, contests, demonstrations must be approved a minimum of 30 days in advance by the Specialty Leasing Manager and the Director of Marketing. Unauthorized events will be terminated by Miracle Mile Shops Security and may result in a fine.

Section Five – Security / Insurance / Permits

SECURITY: It is helpful to form a policy on shoplifting and communicate that policy to all Sales Associates. While our Security Department can assist by maintaining a profile at the scene of any disturbance or crime, or by de-escalating a situation, it is the Licensee's responsibility to handle shoplifting, bad checks and other such matters with the local police department.

LOCKS: Licensee's are required to supply their own locks for security of the shop. The locking mechanism is the responsibility of the Licensee, as is the shop and property inside the shop. Management will not be held responsible for loss or damage.

INSURANCE / PERMITS: Each Licensee is responsible to secure all necessary permits applicable to the license area or tenants business. Insurance certificates must be up to date at all times. Licensee is responsible to deliver a valid certificate of insurance to the management office prior to opening.

Section Six – General Information

MANAGEMENT OFFICE: The Management Offices will be open Monday through Friday from 8:00 a.m. to 5:00 p.m. There will be a management team member on-site each evening and weekend. After office hours, please contact security to speak with the after hours manager.

The Management Office is located on the upper level of the Lost City. Access to our office can be reached by way of the hallway next to Cheeseburger. At the end of the hallway there is an elevator that will take you up to the third floor.

BANKING SERVICES: Wells Fargo manages the night drop depository box. To utilize the night depository, you will need to open a business account with Wells Fargo. Following you will find the contact information:

Merchant Associate
3800 Howard Hughes Pkwy.
Las Vegas, NV 89109
702.791.6375

The night depository is located in the hallway near the public restrooms, between Victoria's Secret and Gallery of Legends. ATM's are located throughout Miracle Mile Shops.

CUSTOMER SERVICE KIOSK: The Customer Service Kiosk is located in the Sultan's Palace at the top of the escalators. Services that are provided include fax & copy services, information on center wide and retailer events, tour group packages, stroller rentals & complimentary wheelchair usage, restaurant reservations, and center maps. Customer Service can be reached at 702.866.0710.

MAIL: Mailboxes are not provided to temporary tenants. Please have your mail forwarded to a post office box, your business or home address.

VALET: Miracle Mile Shops has two valet stations. The main station is located at the bottom of the escalators from Sultan's Palace and the other is off of Harmon Avenue.

PHONE NUMBERS:

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| Miracle Mile Shops Management Office | 702.866.0703 702.866.0717 Fax |
| Miracle Mile Security Security Emergency | 702.862.8014 702.866.0708 |
| Miracle Mile Shops Engineering | 702.866.0703 Ext. 123 702.334.9693 Cell |
| Las Vegas Metropolitan Police Department Emergency Non-emergency | 911 702.795.3111 |
| Clark County Fire Department Emergency Non-emergency | 911 702.382.3001 |
| Miracle Mile Shops Customer Service | 702.866.0710 |

Section 7 - Acknowledgement

EVALUATIONS: The high-quality appearance of the Miracle Mile Shops Specialty Leasing Program is essential to its success. Periodic evaluations will be made to ensure consistency in meeting operating criteria as described here, including but not limited to all aspects of merchandise presentation, operations and staffing requirements. Adherence to the terms of the license agreement will also be reviewed. Recommendations for improvement will be made where appropriate.

TERMINATION OF TEMPORARY LICENSE AGREEMENT: Violation of these rules by Licensee or any employee of the Licensee may result in termination of the temporary license agreement and forfeiture of all monies paid, all as more specifically provided in the temporary license agreement.

If you or any of your employees have any questions or problems regarding the above Standards and Operating Guidelines, or if you require maintenance on the Retail Unit, please do not contact Miracle Mile Shops Engineering or Security.

All questions or problems should be directed to Amanda at 702.866.0703.

SIGNATURE: Failure to comply with any of the rules included in this information packet may result in a forfeit of fees, deposits, fines and termination of License Agreement.

I, _____ of _____
(Licensee Name) (Licensee's Trade Name)

do hereby agree to the terms of the Miracle Mile Shops Standards and Operating Guidelines. Further, I accept that modification of these guidelines may occur from time to time.

Signature

Licensee's Trade Name

Print Name

Dated

Title