



SPECIALTY LEASING





ADDENDUM LOG

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Updated to current layout

March, 2011
Updated per leasing comments

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Updated per TC VP comments (LL)



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PLAN SUBMITTAL & APPROVAL PROCEDURES and
CONTRACTOR'S RULES & REGULATIONS**



MISSION STATEMENT

The retail environment is primarily influenced by two factors: 1) Overall setting (Mall common areas); and 2) Individual components (Tenant storefronts). Both affect the perception of the center as a prime retail establishment.

Generally, storefront design styles are the provenance of the Tenant. The Landlord provides input towards the full development of the design concept, promotes compatibility with adjacent Tenants and common areas and insures compliance with design criteria.

Criteria applicable to specific areas in the Mall specify certain requirements such as the extent of vertical and horizontal projections, the use of three-dimensional form and proper material use. These criteria are intended to provide a basis for all storefronts to present merchandise in an exciting, promotional fashion.

All areas exposed to public view are subject to a thorough design review and approval process by the Landlord. Tenants must address storefront and interior design, materials, colors, signage and lighting. Additionally, specific architectural criteria, applicable to various locations in the Mall, must be met.

These criteria act as a guide for the design of all work by Tenants in conjunction with the provisions of the Tenant's lease with the Landlord. Furthermore, these criteria are subject to revision by the Landlord and the Landlord's interpretation of these criteria is final and governing. All Tenants should refer to the Technical Criteria for electrical, mechanical, plumbing and life safety information.

Tenants are encouraged to express their own unique design statement within the parameters of the design criteria as outlined in this manual. The design criteria calls for a three-dimensional storefront that carries into the store sales area and is expressive of the merchandise sold.

National and regional "standard" storefront concepts are respected to the extent that they meet the design criteria. However, Tenants should be aware that some concept modifications might be necessary to comply with the Center criteria. The same is true for proposed designs that are overly similar to a neighboring Tenant's storefront design. We wish to make the Mall as diverse and interesting as possible and enable each Tenant to make a singular statement with their design.

Three-dimensional opportunities afforded by the following criteria to emphasize creative and dynamic forms and designs. Storefront elements shall de-emphasize linear or boxy forms by the use of recesses, angles, curves, gables and material changes in both vertical and horizontal views.



GLOSSARY

COMMON AREA

Any and all areas within the Mall, which are not leasable to a Tenant including public areas, service corridors, etc.

DEMISING WALLS

Common wall between individual Tenant spaces. The wall shall extend from the floor slab to the underside of the roof deck (This does not apply in every case). The demising walls are to maintain a one (1) or two (2) hour fire rating dependent upon the Tenant use and the governing codes.

DESIGN CONTROL AREA "DCA"/DISPLAY AREA

The DCA (Design Control Area) is all areas within the neutral frame and lease lines and areas designated for Tenant's storefront and sign locations. The DCA is measured from the lease line or pop out/projected storefront, to a specific distance beyond the innermost point of closure "POC" of the premises and extends the full width and height of the Tenant's premises. The Tenant is responsible for the design, construction and all costs for work within the DCA. This area has been defined more explicitly in the Architectural Design portion of the Tenant Criteria.

HAZARDOUS MATERIALS

Any substance that by virtue of its composition or capabilities, is likely to be harmful, injurious or lethal. For example: asbestos, flammables, PCB's, radioactive materials, paints, cleaning supplies, etc.

LEASE LINE

Line establishing the limit of the leasable space. The Premises with all the Floor Area (GLA) provided in the Lease, including the pop out zone. Dimensions of the Tenant premises are determined in the following manner:

- A. Between Tenants: center line of demising wall.
- B. At exterior wall: to outside face of exterior wall.
- C. At corridor(s), stairwells, etc.: to corridor or stairwell side of wall.
- D. At service or equipment rooms: to service or equipment room side of wall.
- E. Neutral pier(s) are NOT subtracted from floor area.
- F. No deduction to the GLA shall be made for any ducts, shafts, conduits, columns or the like within the lease space unless such items exceed one percent (1%) of the GLA in which case the premises shall be subject to a remeasure at the Tenant's sole cost.



GLOSSARY (cont'd.)

LEASE OUTLINE DIAGRAM "LOD"

At the Landlord's sole discretion, a Lease Outline Diagram (LOD) may be provided. The LOD shall show the legal extent of the Tenant premises as defined the Tenant Lease and shall include the "Pop out" Zone areas noted in these criteria. The Landlord makes no warranty as to the accuracy of anything shown or represented on the LOD and such information whether shown or not is the responsibility of the Tenant to field verify.

NEUTRAL PIERS/NEUTRAL STRIP

A uniform frame separating the Tenant's storefront, which may or may not be provided by the Landlord.

POINT OF CLOSURE "POC"

A real or imaginary demarcation such as the center line of the Glass or any Entry Door(s) in their fully closed position.

RECESSED STOREFRONT

Any portion of the storefront located behind the lease line, the area between the lease line, the point of closure (POC) and the storefront shall be considered part of the design control area.

SERVICE CORRIDORS

A part of the common area used primarily for deliveries, employee entrance and fire exits for the Tenant space and generally not used by the public.



CONDITION OF PREMISES

Upon the Delivery Date, Tenant shall accept delivery of the premises in an "As Is" condition and "With All Faults" and Landlord shall have no obligation to improve, remodel, alter or otherwise modify or prepare the premises for Tenant's occupancy except to the extent otherwise expressly stated in the Lease Documents. Tenant hereby represents each of the following:

1. Tenant or its authorized representative has inspected the premises and has made all inquiries, tests and studies that it deems necessary in connection with its leasing of the premises.
2. Tenant is relying solely on Tenant's own inspection, inquiries, tests and studies conducted in connection with and Tenant's own judgment with respect to, the condition of the premises and Tenant's leasing thereof.
3. Tenant is leasing the premises without any representations or warranties, express, implied or statutory by Landlord, Landlord's agents, brokers, finders, consultants, counsel, employees, officers, directors, shareholders, partners, trustees or beneficiaries.
4. The Work to be completed by Landlord, "Landlord's Work" under the Tenant Lease shall be limited to that described in the foregoing sections.
5. All other items of work not provided for herein, to be completed by Landlord, shall be provided by the Tenant at Tenant's expense and is herein referred to as "Tenant's Work".

FIELD CONDITIONS

1. Tenant is required to inspect, verify and coordinate all field conditions pertaining to the premises from the time prior to the start of its store design work and the commencement of its construction. Any adjustments to the work arising from field conditions not apparent on drawings and other building documents shall receive written approval of Landlord prior to start of construction.
2. Immediately following the installation by Landlord of metal stud framing defining the premises, the Tenant shall verify the accuracy of said installation and shall immediately advise Landlord of any discrepancies. Failure to so notify Landlord shall be deemed as acceptance by Tenant of said installation and layout.
3. Landlord shall have the right to locate, both vertically and horizontally, utility lines, air ducts, flues, drains, clean outs, sprinkler mains and valves, and such other equipment including access panels for same, within the premises.
4. Landlord's right to locate equipment within the premises shall include the equipment required by other Tenants. Landlord shall also have the right to locate mechanical and other equipment on the roof over the premises.



TENANT'S WORK DEFINED

"Tenant's Work" means all work of improvement to be undertaken upon the Premises (excluding Landlord's Work, if any), including, without limitation, all related documents, permits, licenses, fees and costs, all of which shall be at the sole cost and expense of Tenant. Tenant's Work shall include, without limitation, the purchase, installation and performance of the following:

Engaging the services of a licensed architect ("Tenant's Architect") to prepare the Preliminary Documents and Construction Documents.

- A. Fees for plan review by Landlord and local governmental authorities.
- B. Such other improvements as Landlord shall require per the Lease to bring the Premises into first-class condition based upon Landlord's reasonable standards of appearance, materials, specifications, design criteria and Landlord Approved Final Plans for the Center, as well as that part of the Center in which the Premises are located.

LANDLORD'S WORK DEFINED

General

Landlord's Work Defined. "Landlord's Work" means the work, if any, which Landlord is expressly obligated to undertake in accordance with the Lease. Landlord shall have no obligation to improve, remodel, alter or otherwise modify or prepare the Premises for Tenant's occupancy.

Center

Landlord or its predecessor-in-interest has constructed the Center, and the Building and other improvements upon the Center (exclusive of improvements constructed by or on behalf of each present and prior Occupant of the Center). Tenant has inspected the Center, the Building, the utilities, the types, quantities and qualities of the Utilities and the other systems and Tenant has found the same to be suitable, sufficient and in acceptable condition for the purpose of Tenant conducting the Permitted Use upon the Premises. Landlord shall have no obligation to undertake any work or furnish any additional materials upon any part of the Center or provide any additional utilities or other systems for the benefit of the Premises.

For the purpose of all Tenant Criteria Manuals, all references to Preliminary/Construction "Plans" are considered the same as Preliminary/Construction "Documents".

GENERAL OVERVIEW

Overall image of the storefront should be well coordinated. Tenants must address storefront signage and visual merchandising. Drawings must be submitted for Landlord approval.

Developing a concise image or identity for your in-line store is the most critical step in designing a successful retail store.

The success of storefront design is largely dependent on how creatively materials and design details are used to develop a unique but well executed image for each tenant.



GENERAL STOREFRONT REQUIREMENTS

Storefronts

The storefront is your best opportunity to represent your brand and your concept. What you want your customer to know about you should be part of your storefront design.

Strive to keep the storefront open, inviting and uncluttered. Keep tables and fixtures to a minimum at the store entrance. Make this entrance and storefront area shopper friendly and attractive to the customer.

Make sure the storefront is clean and in good condition.

If any type of storefront work is proposed by the Tenant, such as paint, etc., storefront elevations identifying scope of work along with samples of finishes must be submitted to the Tenant Coordinator for review and approval.

If reuse of existing storefront and finishes is permitted, all should be made like new at the sole cost of the tenant.



GENERAL SIGNAGE REQUIREMENTS

Tenant signs are vital to the successful functioning of the Shopping Center. Uncontrolled signs can create a verbal jungle and fail in their goal to communicate effectively. The ultimate goal is to produce a colorful collage of signs that tastefully inform, delight and stimulate the shopper.

All sign materials must be consistent with the design theme, enhancing the storefront and evoking a positive retail image. Due to the variety of architectural treatments within the center, each storefront sign will be carefully considered in relationship to its particular location.

The Landlord reserves the right to disapprove any sign design that is not compatible with these criteria and the aesthetics of the Shopping Center. Exceptions to these specifications are extremely rare and must be approved in advance by the Landlord.

Landlord reserves the rights to, from time to time, make additions, deletions, revisions, etc., as may be required to the contents, specifications and attachments referenced or contained herein. No deviation from the enclosed criteria will be accepted without prior written approval from The Macerich Company.





GENERAL SIGNAGE REQUIREMENTS (cont'd.)

Before a store may install a storefront sign, a sign shop drawing must be submitted for approval to the Tenant Coordinator. The following criteria must be met in designing and constructing a storefront sign:

- Storefront signage should have a permanent look. Be sure the scale or size of the sign is in proportion to the storefront. Incorporate interesting images and colors that tie-into the concept of your store.
- Store sign does not need to be illuminated, but it is mandatory that the sign have raised letters. For illuminated sign requirements refer to the main sign criteria.
- Imaginative signs utilizing a variety of materials are encouraged.
- Sign wording is limited to the Tenant's trade name and shall not include specification of merchandising sold or services rendered, regardless of the Tenant's legal name.
- One sign is permitted per store elevation. Tenants occupying corner spaces may utilize one sign per elevation with a maximum of two signs, or one sign on a diagonal corner.
- Signs shall be designed as an integral part of the storefront, with letter size and location proportional to the overall storefront design.
- Sign height above floor: bottom of sign to be at 9'-0" AFF minimum.
- Letter size: not to exceed 18"
- Letter dimension of greater proportions may be considered if, in Landlord's opinion, the sign design is of exceptional merit and architectural quality.
- Store sign shall not exceed 70% of the storefront width.

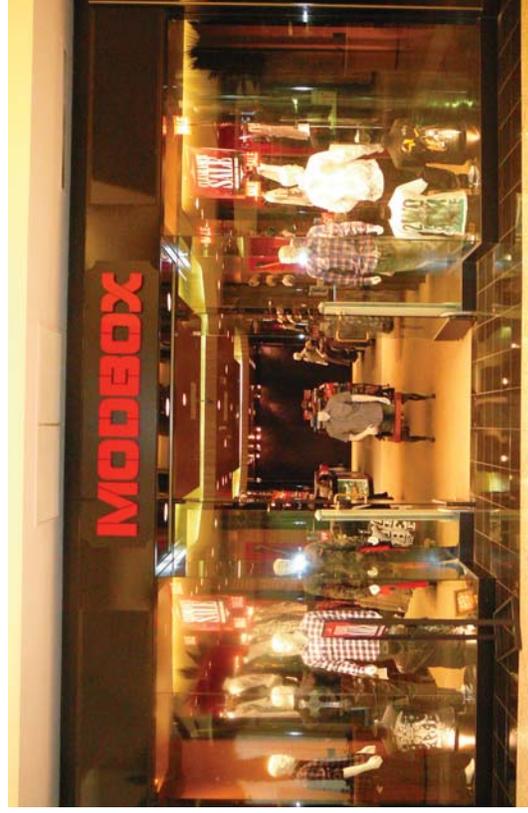
- Letters shall be 3-dimensionally raised (at least 2 inches) from the signband area.
- Logos - Cannot exceed 20" square, depending upon the application.
- Advertising placards, banners pennants, names, insignia, trade-marks and other descriptive material may not be attached to the storefront glazing.
- If sign is illuminated, refer to the center sign criteria for specific guidelines.



GENERAL SIGNAGE REQUIREMENTS (cont'd.)

Acceptable Sign Types:

- Dimensional graphics or letterforms pinned off storefront or attached to a sign shelf
- Cast metal or aluminum letters, raised or flush with fascia surface
- Sintra
- Letters cut out of a back panel



GENERAL SIGNAGE REQUIREMENTS (cont'd.)

Prohibited Sign Types:

- Sign mounted on back panel attached to existing store-front
- Non-dimensional letters
- Exposed tube neon sign
- Cloth, paper, cardboard or similar
- Freestanding, moving, rotating, flashing, animated or noisemaking signs
- Signs which are not professional in appearance
- Surface mounted box or cabinet type sign



All sign packages must include the following:

1. Rendering of storefront showing sign placement proportional to the storefront area
2. Materials to be used to construct the sign
3. Dimensions of the sign **and** the letters
4. Color samples

Sign companies usually require several weeks to create the sign. Please keep this in mind and allow extra time for the preparation and approval of the submittal package and timely installation of the storefront sign.

STORES WILL NOT BE PERMITTED TO OPEN FOR BUSINESS UNTIL THE SIGN DESIGN PACKAGE HAS BEEN APPROVED BY THE CENTER'S TENANT COORDINATOR AND SIGN HAS BEEN INSTALLED.

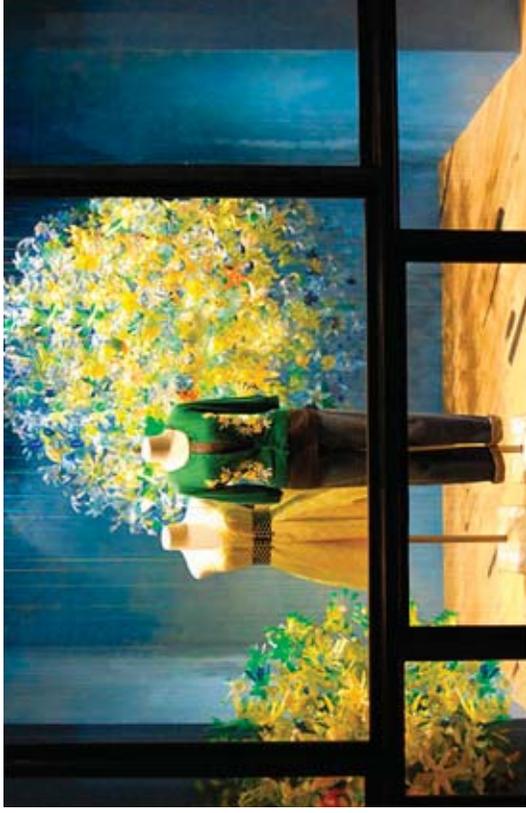


MERCHANDISE PRESENTATION

Successful merchandise presentation is well organized, easy to shop, as well as colorful and entertaining. The layout should be logical for your customer's convenience with merchandise adjacencies that make sense, placing like items together.

Color sells! After categorizing the merchandise, organize your products by color with each main category. Color is actually the first thing a customer notices - even before price and style. Using color successfully can help to maximize your sales efforts.

Place key items at eye level on wall and floor fixtures. This will make it more convenient for your shoppers to scan the merchandise selection. Items placed at eye level are also perceived by shoppers to have a higher 'value' than items placed on the floor or on lower shelves.



Create themed display windows and focal points throughout the store. Focal points are highly-visible areas within your store such as; inside the store entrance, the back wall and behind the cash wrap. Change displays every two weeks to keep shopper interest high. The average mall shopper visits the mall twice a month.



MERCHANDISE PRESENTATION (cont'd.)

Use display lighting to draw customer attention to products. The human eye is automatically drawn to the brightest object in its' field of vision.



Avoid used fixtures and equipment, a common mistake made by temporary tenants. What you save is not enough to offset the negative visual impact they will have on your store sales.

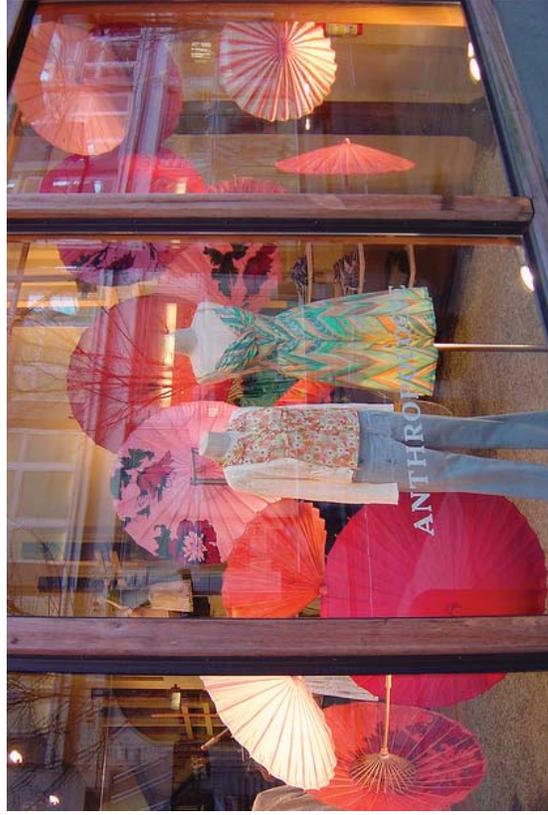


Strive to stand out as being dominant in the merchandising category. Make your store **THE** place to shop for a particular product. Support this with window displays and signs.



MERCHANDISE PRESENTATION (cont'd.)

Promote any unique products or services or other offerings that are different or that fill a market void. Promote these in your window and in-store displays with themed displays and signage that describes product features.



Avoid leaving empty merchandising shelves or fixtures on the selling floor. Half-empty shelves are a turn-off for shoppers who are looking for a full selection to choose from and won't waste their time in your store if it doesn't look fully stocked.



Be sure to avoid having frequent or perpetual sales. Constant sales lose their effectiveness and can erode your shoppers' confidence in your pricing policies. Take markdowns to cleanse your stock seasonally and to get rid of those odds and ends.