

GENERAL INFORMATION CRITERIA

KINGS PLAZA



MACERICH® THE PLACE TO SHOP

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ADDENDUM LOG

December, 2012	Updated to current layout	August, 2016	Updated Mall Required Contractors (gi11)
January, 2013	Inserted front cover photo	February, 2017	Added Additional Expediter (gi11)
February, 2013	Updated Building Type & Code Information (gi13)	March, 2017	Updated Mall Required Contractors (gi11)
April, 2013	Union requirement language updated per VP request (gi13)	April, 2017	Previous Telephone contact information removed (gi10) Communications Services information note added (gi11) Added Low Voltage contact information (gi11)
May, 2013	Updated Contact Directory (gi10) Updated Mall Required Contractors (gi11)	May, 2017	Updated TC contact information (gi10)
December, 2014	TC contact info updated	June, 2017	Removed one Fire Sprinkler, added two new Sprinkler contractor names (gi11) Updated Layout
March, 2015	Mall required electric meter contractor info added (gi11)	September, 2017	Updated TC contact information (gi11)
July, 2015	For Data Services information contact (gi10)	October, 2018	Fire Protection vendor removed
September, 2015	Updated Working Environment to change language to current local building trades union. (gi13)	June, 2019	TC contact info updated
October, 2015	Updated Mall Required Fire Alarm Contractor and Fire Alarm Designer and Expeditor (gi13) Updated Contractor and Engineer contact information (gi11)		
February, 2016	Data Service contractor Granite Grid contact info updated (gi11) Permit Expediting information updated (gi11)		
June, 2016	Updated Fire Alarm Contractor (gi11)		

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TO VIEW
PLAN SUBMITTAL & APPROVAL
PROCEDURES
and CONTRACTOR RULES &
REGULATIONS

TABLE OF CONTENTS

GENERAL MALL INFORMATION

Mission Statement	gi4
Vicinity Map, Site Plan, First Level, Second Level	gi5-gi8
Center Views	gi9
Contact Directory, Mall Required Contractors	gi10-gi11
Building Type & Code Information	gi12
Glossary	gi13
Condition of Premises	gi14
Field Conditions	gi15
Tenant’s Work Defined	gi16
Landlord’s Work Defined	gi17

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 Arrowhead Towne 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.



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VICINITY MAP

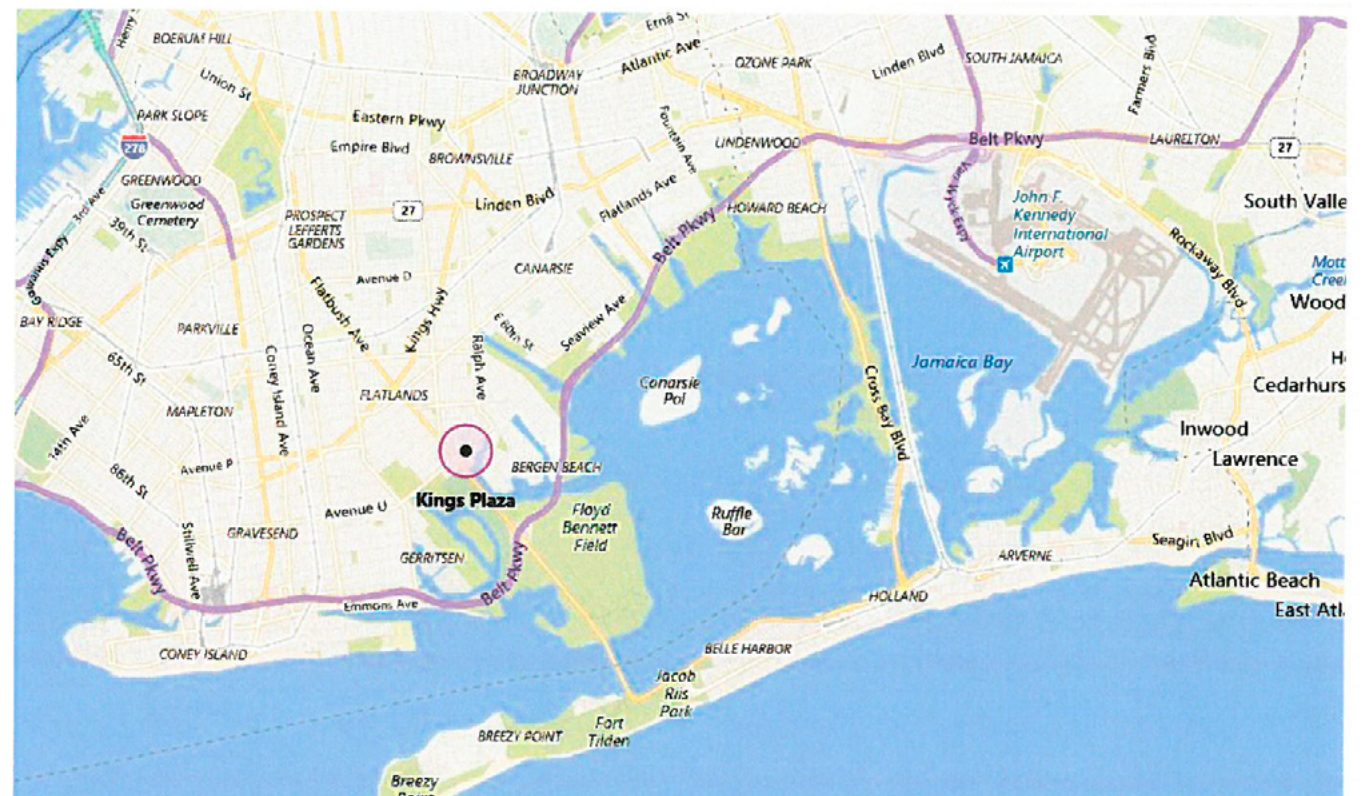
KINGS PLAZA

Mall Address:

5100 Kings Plaza
Brooklyn, NY 11234
(718) 253-6844 Phone

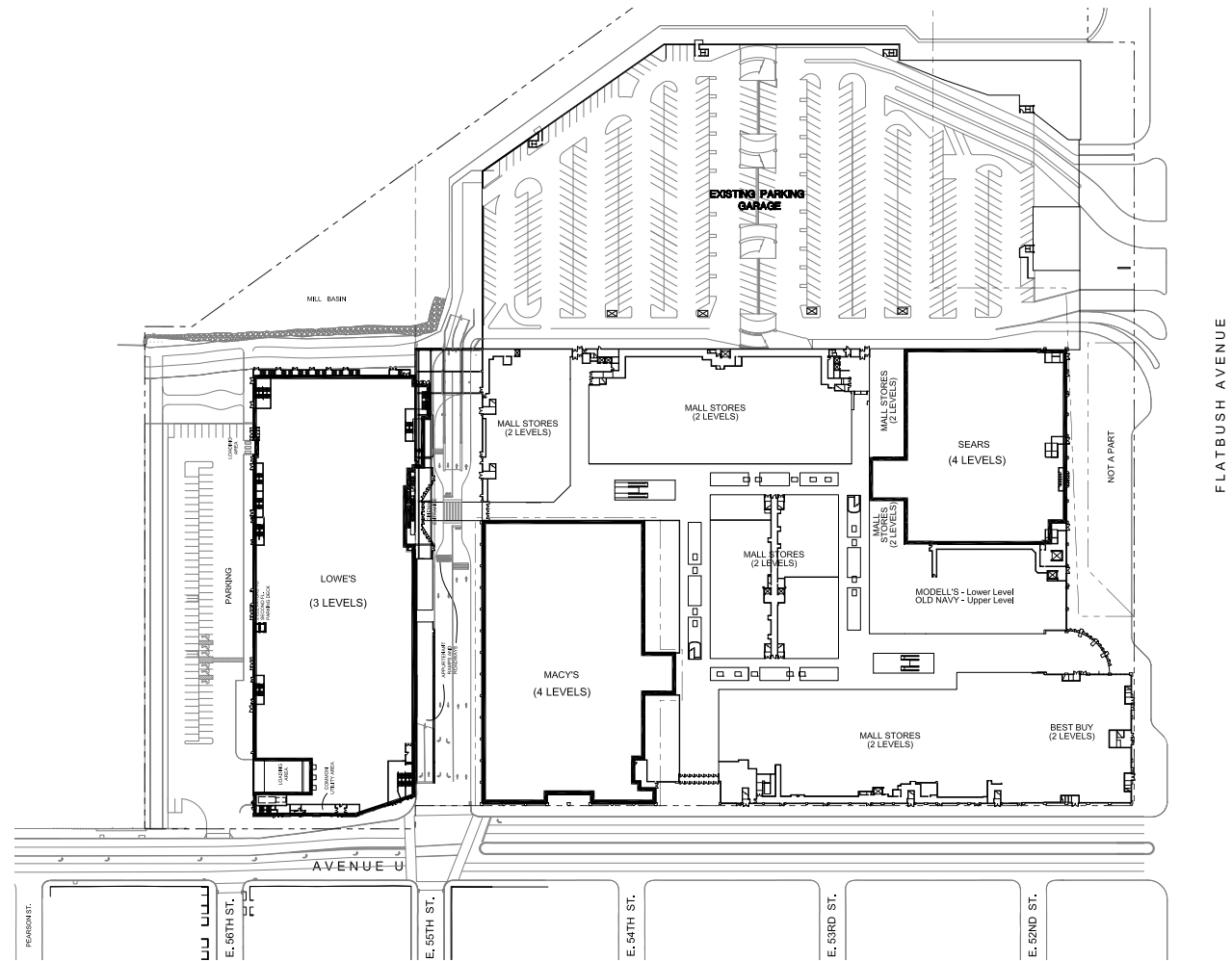
Mall Hours:

Monday - Friday: 10:00 AM to 9:30 PM
Saturday: 10:00 AM to 10:00 PM
Sunday: 11:00 AM to 8:00 PM
Store hours may differ from Mall hours.



KINGS PLAZA

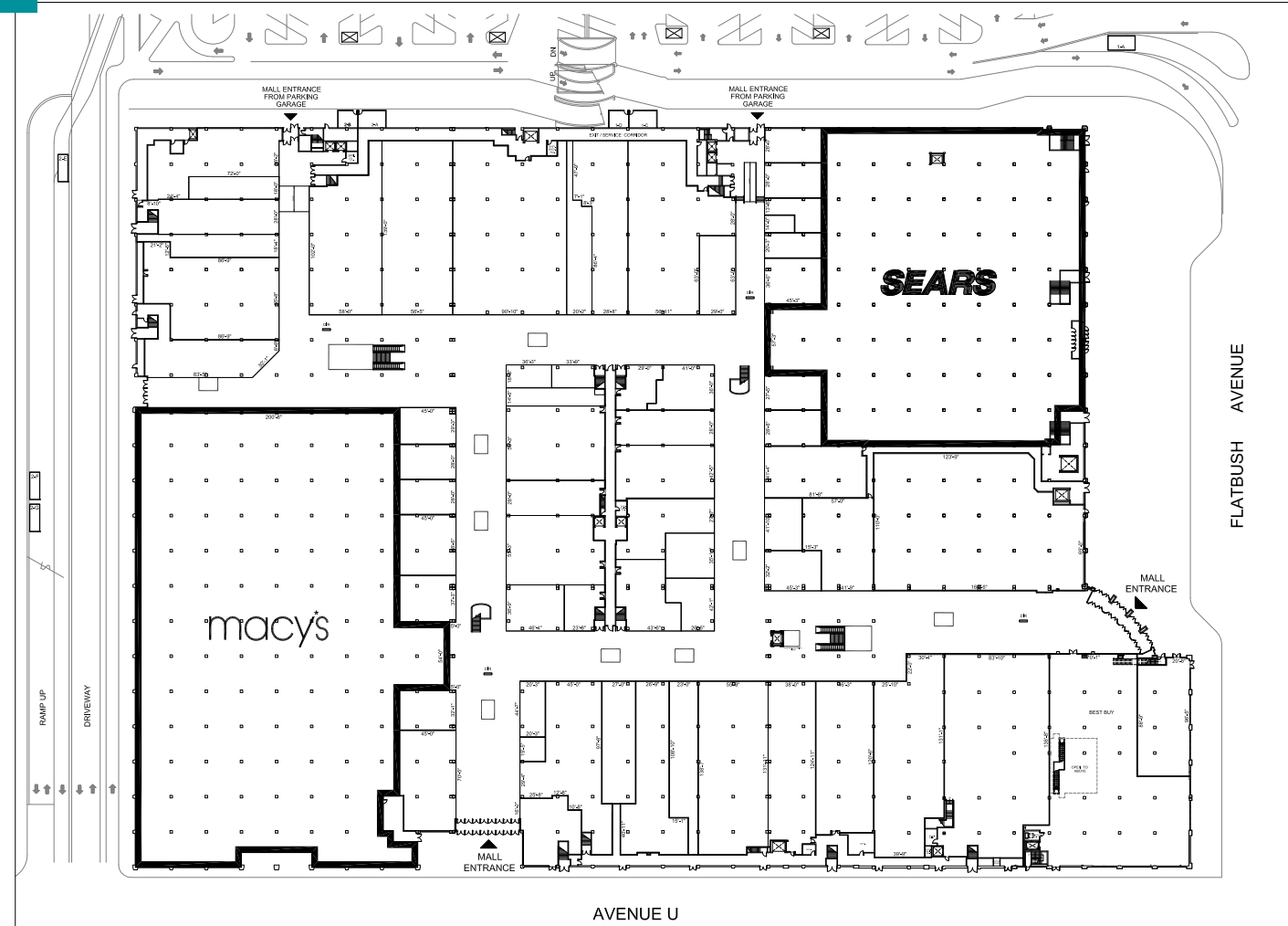
CENTER PLAN



SITE

CENTER PLAN

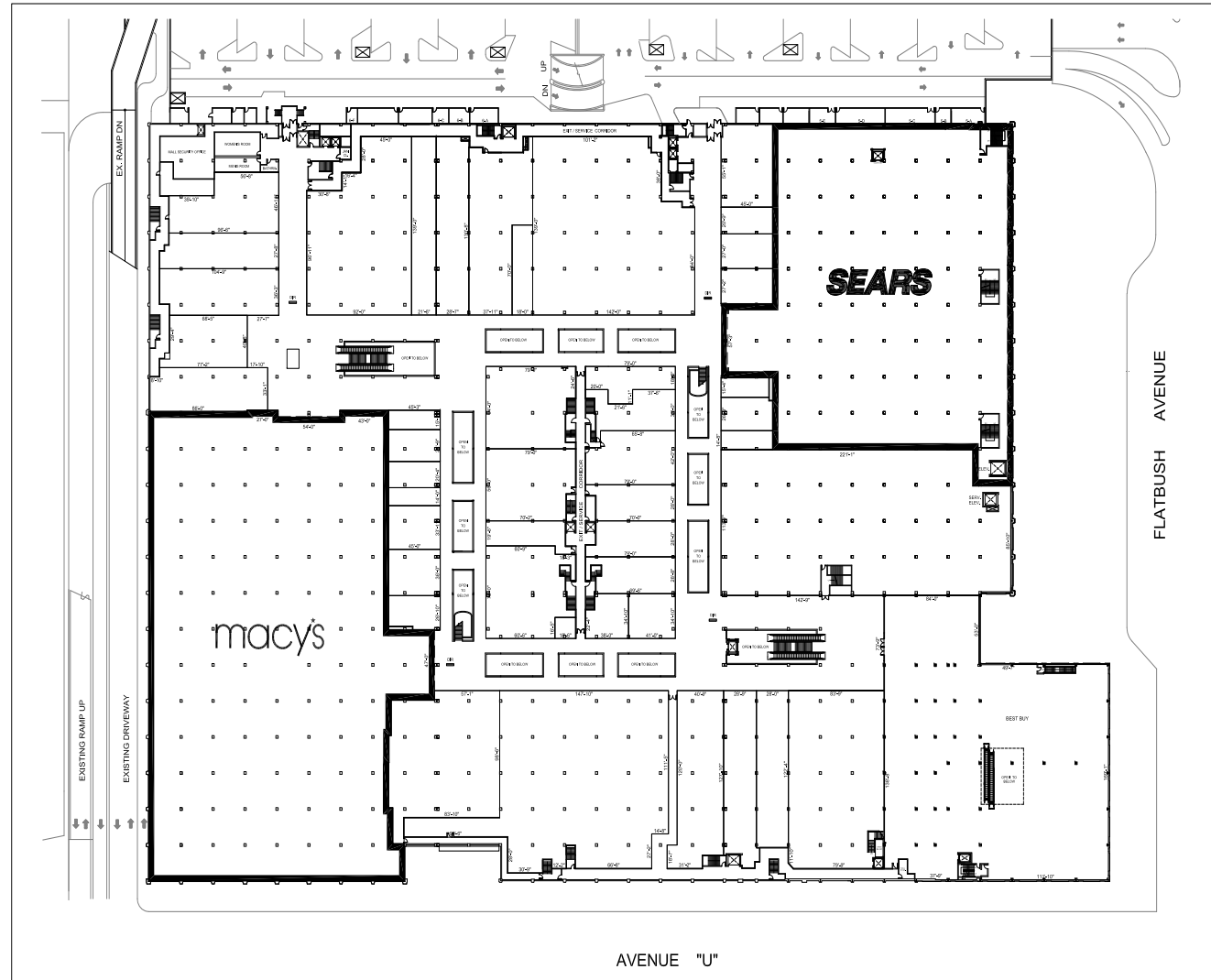
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FIRST LEVEL

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CENTER PLAN



SECOND LEVEL

CENTER VIEWS

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CONTACT DIRECTORY

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Landlord/Owner:

The Macerich Company
401 Wilshire Blvd., Suite 700
Santa Monica, CA 90401
(310) 394-6000 Phone

Tenant Coordinator:

Jodi Mason, Manager
Tenant Coordination
Macerich
1162 Pittsford-Victor Road, Suite 100
Pittsford, NY 14534
(585) 249-4479 Phone
(585) 249-9849 Fax
jodi.mason@macerich.com

LOCAL UTILITY AGENCIES:

Electric

Kings Plaza
(718) 253-6844 Phone

Gas

National Grid
One MetroTech Center
Brooklyn, NY 11201
(718) 403-2000 Phone

Water

Landlord master metered

Refuse

Please contact Mall
Management Office
(718) 253-6842 Phone

HEALTH DEPARTMENT:

Health & Hospitals Central Office
2601 Ocean Parkway
Brooklyn, NY 11235
(718) 616-3000 Phone
(212) 639-9675 Phone

BUILDING AND SAFETY:

Department of Buildings
210 Joralemon Street
Brooklyn, NY 11201
(718) 802-3675 Phone
(623) 930-2730 Phone

FIRE DEPARTMENT

Fire Department Headquarters
250 Livingston Street
Brooklyn, NY 11201
(718) 694-2000 Phone

NOTE: This is a "Union Only" property. All contractors and sub-contractors workers are required to be members of local union halls from the City of New York.

No exceptions.

MALL REQUIRED CONTRACTORS

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NOTE:
Landlord reserves the right to require the Tenant to use certain contractors for specific types of construction. This list will be updated from time to time. Please verify your contractors with the Operations Manager during the pre-construction meeting.

ELECTRICIAN (FINAL CONNECTIONS)

Forest Electrical Co.
2 Penn Plaza
New York, NY 10001
Contact: Dave Spoto
(718) 706-2551 Phone
Final switch gear connections.

FIRE ALARM DESIGN & EXPEDITING

ZS Engineering
99 Tulip Avenue, Suite 102
Floral Park, NY 11001
Contact: Thomas Allocca
(516) 328-3200 Phone
tallocca@zsengineering.com

FIRE ALARM CONTRACTOR, INSTALLATION AND PROGRAMMING

All-Nu Electrical Contracting Corp.
5018 Expressway Drive South
Suite 100
Ronkonkoma, NY 11779
Contact: Chris Reilly
(631) 467-5098 Phone
chrisreilly@optonline.net

ROOFING

US Allegro
Contact: Yuri Bogutskiy
54-30 44th Street - Suite A
Maspeth, NY 11378
(800) 876-4935 Phone
yuriy@usallegro.com

FIRE PROOFER

(Building Structural Steel)
Pal Environmental Safety Corp.
11-02 Queens Plaza South
Long Island City, NY 11101
Contact: Beng Dangman
(718) 349-0900 Phone

FIRE SPRINKLERS

Pace Fire Protection
Contact: Peter Mirz
(212) 282-1638 Phone
pmirz@pacefireprotection.com

OR

Par Fire Protection
Contact: Mike Dooley
60 North Prospect Avenue
Lynbrook, NY 11563
(516) 394-2339 Phone
mdooley@pargroup.com

VOICE / DATA SERVICE

Rob Norton
Granite Services
(781) 884-5545
rnorton@granitenet.com
Please refer to the Technical Manual, Page t4 for Communications Services information.

LOW VOLTAGE

Rob Norton
Granite Services
(781) 884-5545
rnorton@granitenet.com

PERMIT EXPEDITER

DOMANI Consulting
Wagner Lopez
68 Whitehall Street
Lynbrook, NY 11563
(516) 256-0317 Phone
(516) 256-0335 Fax
wlopez@crs-group.com

OR

Green Light Expediting LLC
43-24 21st Street - STE 202
Long Island City, NY 11101
(718) 514-7562 Phone
Many Russell

MALL REQUIRED CONTRACTORS

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INSTALLATION OF MALL REQUIRED ELECTRIC METER

Source One
7 Penn Plaza
New York, NY 10001
(212) 612-7606 Phone
ajanes@S1inc.com

ENGINEERS OF RECORD:

STRUCTURAL ENGINEER

Desman Associates
Contact: Glen Ramsay
gramsay@desman.com

MECHANICAL/ELECTRICAL ENGINEER

DLB Associates
265 Industrial Way West
Eatontown, NJ
Contact: Jon Lanni
jlanni@dlbassociates.com
(732) 927-5006 Phone

PLUMBING ENGINEER

DLB Associates
265 Industrial Way West
Eatontown, NJ
Contact: Jon Lanni
jlanni@dlbassociates.com
(732) 927-5006 Phone

ARCHITECT (BASE BUILDING)

Gilligan & Bubnowski
246 Industrial Way West
Eatontown, NJ
Contact: Ted Bubnowski
Ted@GBANJ.com
(732) 460-1970 Phone

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SUBMISSION REQUIREMENTS

Completion Requirements

Tenant shall commence Tenant work promptly after possession has been delivered, Landlord has approved the construction drawings and work has been permitted. Upon completion of the Tenant work, Tenant shall deliver to Landlord the following:

- Tenant's final notarized original affidavit that Tenant's work has been completed to Tenant's satisfaction and in strict accordance with the approved construction drawings and Tenant's and Landlord's construction requirements. Any deliberate or negligent misstatement or false statement made by Tenant therein shall constitute breach of the lease.
- The final notarized original affidavit and waiver of lien by the General Contractor performing Tenant's work to the effect that Tenant work was completed in accordance with the Landlord approved Construction Drawings. Affidavit shall also state that all subcontractors, laborers, material suppliers engaged in furnishing materials or rendering services for Tenant work, have been paid in full.
- Complete operating, maintenance and spare parts manuals for all mechanical, electrical and similar equipment installed as part of Tenant work.
- Certificate of Occupancy - NYC Letter of Completion, FDNY Fire Alarm approval and/or other governmental approvals.
- As-built drawings and PDF formats (Full size set delivered to mall office).
- All Tenant open applications must be closed out with the local jurisdiction.

Default

If Tenant fails to adequately perform any of the following items, Landlord may, at any time thereafter, give Tenant notice that Tenant is in default of its lease:

- Submit to Landlord preliminary plans and final working drawings and specifications.
- Submit to Landlord final approved sprinkler shop and fire alarm drawings and specifications.
- Cause Tenant's space to be built strictly in accordance with the final set of Landlord approved construction drawings.

Such notice will describe the nature of the Tenant's default and will specify a date after the giving of such notice by which such default must be cured. Unless prior to such date Tenant makes the required submissions, Tenant will be deemed incurably in default of this lease and Landlord will be entitled to all remedies specified in the lease.

BUILDING CODE INFORMATION

KINGS PLAZA

NOTE:

It is the sole responsibility of the Tenant's Architect, Engineer(s) and Contractor(s) to comply with all applicable federal, state, local codes and ordinances for their occupancy type.

NOTE:

Prior to the commencement of construction, building and other permits shall be obtained by Tenant and posted in a prominent place within the premises. All Tenant improvements must comply with governing building codes in effect at the time the application for the building permit is submitted. The Tenant is required to determine the jurisdiction and comply with all applicable code requirements. The Tenant shall secure their own building permits. All Tenants involved in food sales or service shall submit plans for review and approval by the local health department.

BUILDING TYPE:

Type 2C Non-combustible

OCCUPANCY TYPE: Group "M" for all stores. Group "A3" for all restaurants.

BUILDING AREA:

Approximately 916,404 square feet

CLASSIFICATION:

Covered center building type II-B construction, mercantile, with business, storage.

BUILDING CODE INFORMATION:

The following is a general reference list of applicable codes. It is the sole responsibility of the Tenant's Architect, Engineer(s) and Contractor(s) to comply with all applicable federal, state, local codes and ordinances for their occupancy type.

APPLICABLE CODES:

Currently adopted NYC Building Code.

WORKING ENVIRONMENT:

Tenant, at Tenants sole cost and expense must ensure the following:

1. All tradespersons entering the job site must be current members of a local building trades union and must, at all times, carry on their person such evidence of proof of their membership as may be required by the Landlord.
2. All materials transported to and from the site must be done so by members of a current local building trades union.

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 leaseline 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.

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:

1. Engaging the services of a licensed architect (“Tenant’s Architect”) to prepare the Preliminary Documents, Construction Documents and the As-Built Documents.
2. Preparation of originals and copies of the Preliminary Documents, Construction Documents and As-Built Documents.
3. Fees for plan review by Landlord and local governmental authorities.
4. 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".