

GENERAL INFORMATION CRITERIA

THE OAKS



MACERICH® THE PLACE TO SHOP

THE OAKS

ADDENDUM LOG

May, 2009

TCM Generated/Layout Updated

June, 2009

Updated with TC comments

December, 2009

Contact Directory revised/TC contact info updated

May, 2012

Updated per TC

August, 2013

Updated TC Contact info and Fire Sprinkler contact info (gi10)

February, 2016

Data Service contractor Granite Grid contact info updated

April, 2017

Previous Telephone contact information removed (gi10)

Communications Services information note added (gi11)

Added Low Voltage contact information (gi11)

June, 2017

Updated Layout

March, 2020

TC contact info updated

THE OAKS

PLEASE VISIT
WWW.MACERICH.COM

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

TABLE OF CONTENTS

GENERAL MALL INFORMATION

Mission Statement	gi4
Vicinity Map, Site Plan, First Floor, Second Floor	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 The Oaks 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 The Oaks 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.



THE OAKS



VICINITY MAP

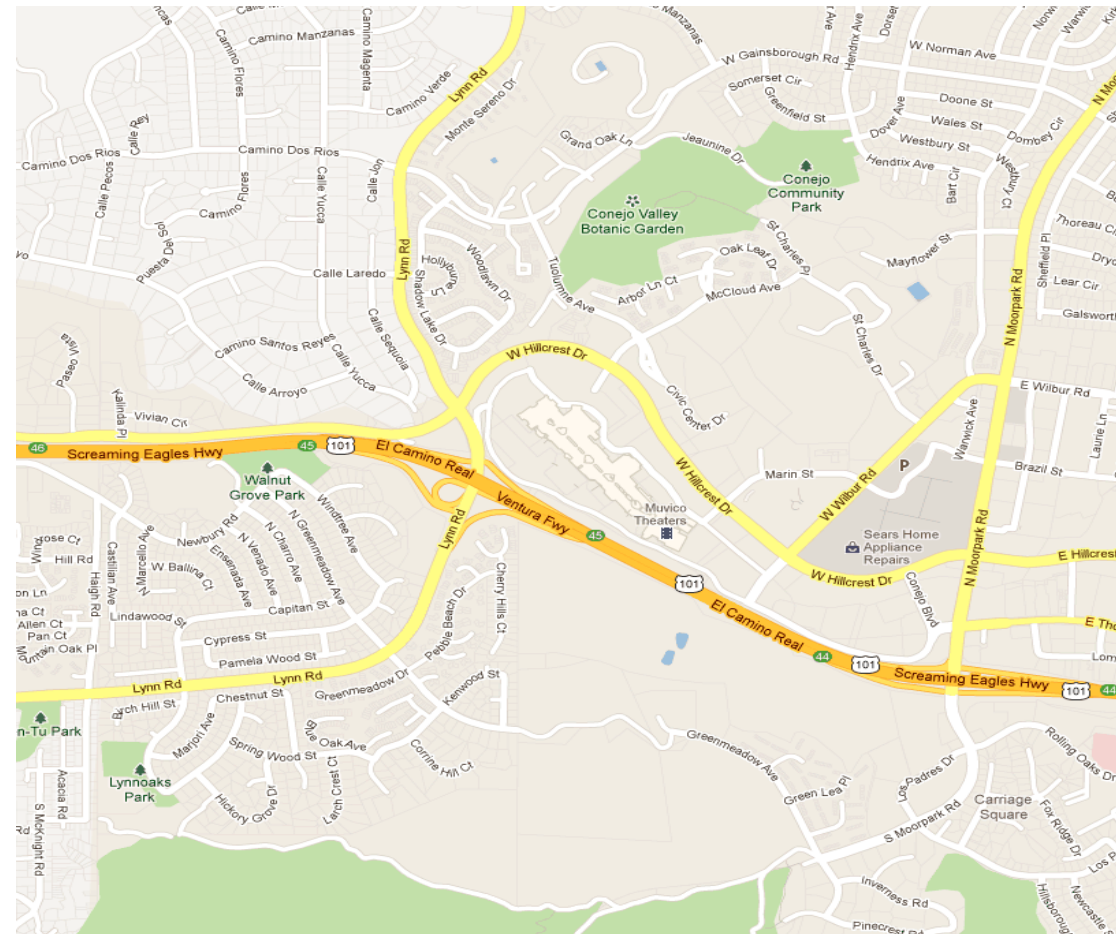
THE OAKS

Mall Address:

350 West Hillcrest Drive
Thousand Oaks, California 91360-4295
(805) 495-4628 Phone
(805) 495-9656 Fax

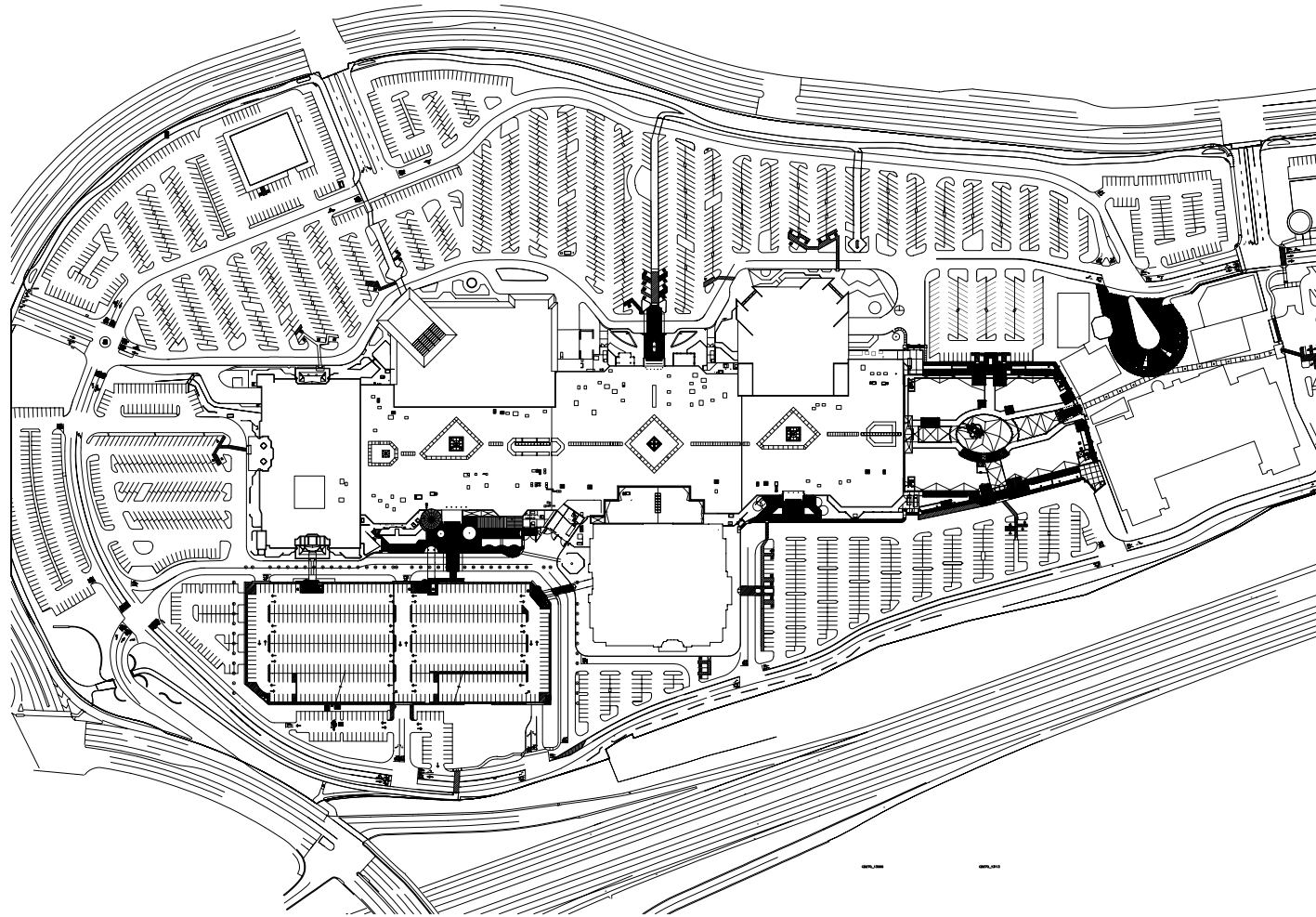
Mall Hours:

Monday - Saturday: 10:00 AM to 9:00 PM
Sunday: 11:00 AM to 7:00 PM
Holiday: 10:00 AM to 11:00 PM



CENTER PLAN

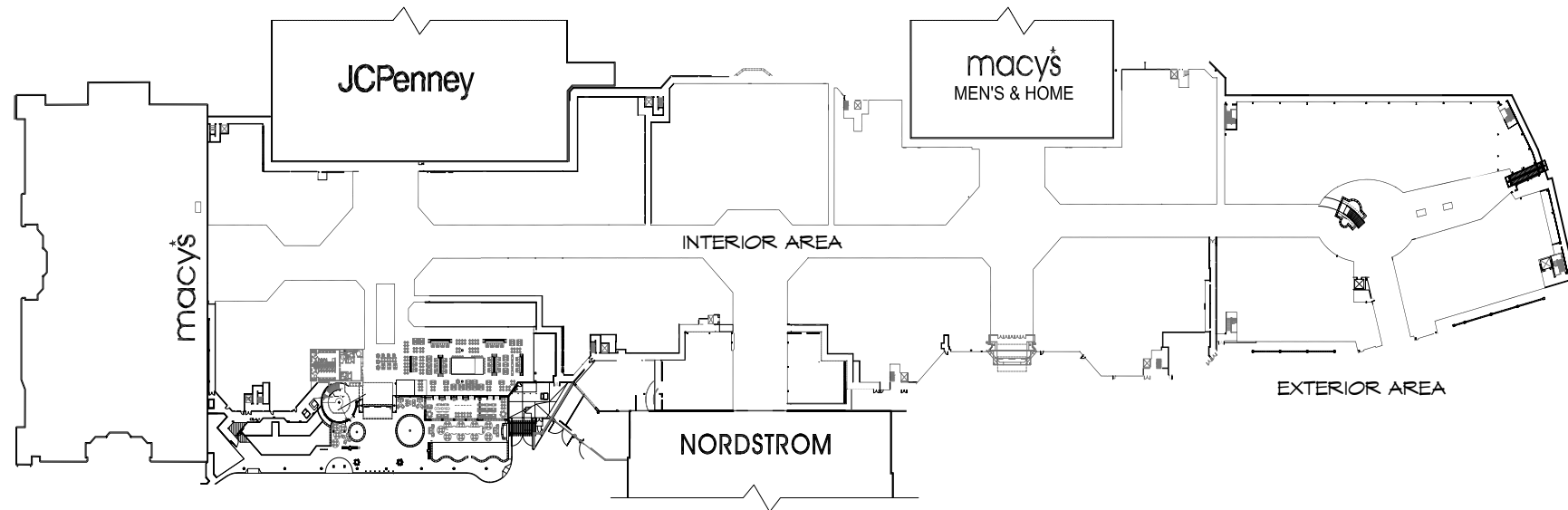
THE OAKS



SITE

CENTER PLAN

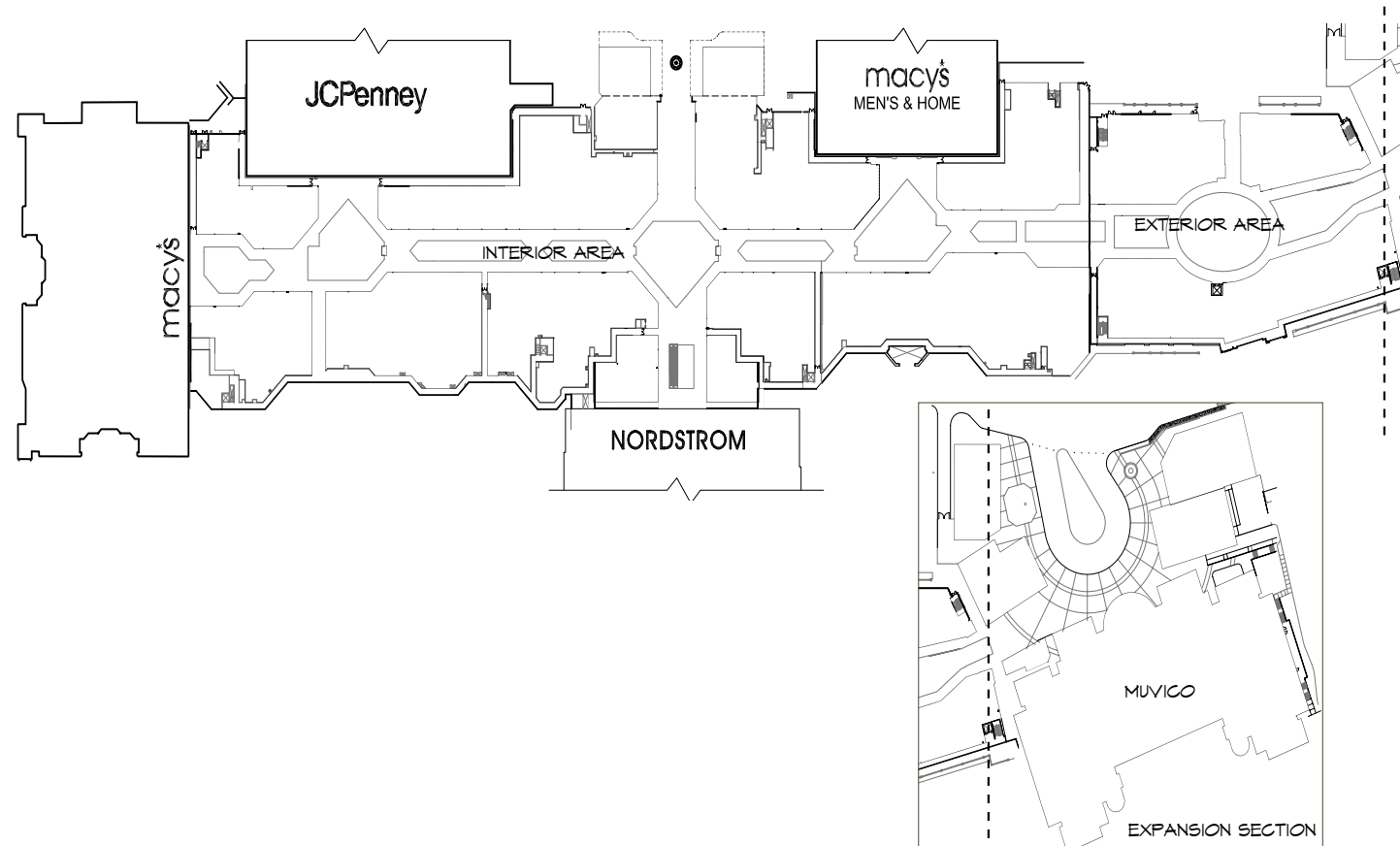
THE OAKS



FIRST FLOOR

CENTER PLAN

THE OAKS



SECOND FLOOR

CENTER VIEWS

THE OAKS



THE OAKS

Landlord/Owner:

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

Tenant Coordinator:

Aaron Pratt
Assistant Vice President,
Tenant Coordination
Macerich
11411 North Tatum Blvd
Phoenix, AZ 85028
(602) 953-6750 Phone
(602) 953-6449 Fax
aaron.pratt@macerich.com

CONTACT DIRECTORY

LOCAL UTILITY AGENCIES:

Electric / Gas

Southern California Edison
P. O. Box 600
Rosemead, CA 91771
(626) 302-1212 Phone

Water

California American Water
Company
2439 W. Hillcrest Drive
Newbury Park, CA 91320
(805) 498-6770 Phone

Sewer

SEWAGE
City of Thousand Oaks
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362
(805) 449-2100 Phone

Electrical

Debbie Smith
Accurate Metering Products
& Services
5769 Venice Blvd.
Los Angeles, CA 90019
(323) 933-9443 Phone
(323) 933-9498 Fax

HEALTH DEPARTMENT:

Environmental Health
Condition
County Government Center
800 S. Victoria Avenue
Ventura, CA 93009
(805) 654-2813 Phone

FIRE DEPARTMENT:

Ventura County Fire
Department
165 Durley Avenue
Camarillo, CA 93010
(805) 389-9710 Phone

BUILDING AND SAFETY:

City of Thousand Oaks
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362
(805) 449-2100 Phone
(805) 449-2500 Building
Permits

BUSINESS LICENSING:

City of Thousand Oaks
2100 Thousand Oaks Blvd.
Thousand Oaks, CA 91362
(805) 449-2100 Phone

MALL REQUIRED CONTRACTORS

THE OAKS

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.

BARRICADE INSTALLATION

Boston Barricade Company, Inc.
1151 19th St.
Vero Beach, FL 32960
Tina Krauss
866-866-0925
772-569-7202
tkrauss@mallbarricade.com

FIRE ALARM-FOOD COURT ONLY

SimplexGrinnell, LP
Amy Trosin
559-348-0614

FIRE SPRINKLERS

Elite Fire Protection
Eric Newman
805-553-0624

ROOFING

Cabral Roofing & Waterproofing Corporation
Raul Cabral
323-832-9100

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

ENGINEERS OF RECORD:

STRUCTURAL ENGINEER COMPANY

Englekirk Partners
2116 Arlington Avenue
Los Angeles, CA 90018
(323) 733-6676 Phone

ELECTRICAL ENGINEER

Nikolakopoulos & Asspcoates
2780 Skypark Drive, Suite 280
Torrance, CA 90505
(310) 530-7277 Phone

MECHANICAL/PLUMBING ENGINEER

The Sullivan Partnership, Inc.
529 Hahn Avenue, Suite 201
Glendale, CA 91203
(818) 240-6873 Phone
(818) 240-2455 Fax

ARCHITECT (BASE BUILDING)

Omniplan
1845 Woodall Rodgers Freeway
Suite 1500
Dallas, TX 75201
(214) 826-7080 Phone

BUILDING CODE INFORMATION

THE OAKS

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

BUILDING TYPE:

Single level regional shopping center of approximately 574,587 sq. ft. of Gross Leasable Area (the new addition outdoor Mall area will increase the outdoor GLA by 163,077 sq. ft.).

OCCUPANCY TYPE: Mall area - Group M
Food Court - Group A-2.1

CLASSIFICATION:

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

CONSTRUCTION TYPE:

Type II-N
Per CBC Section 404.2 - Two story mall may be any construction type with unlimited area when the Mall, attached parking garages and anchor stores are adjoined by public ways, street or yards not less than 60'-0" in width along the exterior walls.

LEGAL DESCRIPTION:

Parcels 6, 7 and 8 as shown on parcel map filed in Book 24, pages 34 through 42 inclusive of parcel maps, Ventura County records.

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 edition of the Uniform Building Code as amended and adopted by the City of Los Angeles.

2001 California Building Code (CBC)

2001 California Fire Code (CFC)

2001 Mechanical Code (CMC)

2002 NEC

Accessibility - Title 24, Chapter II CBC

NFPA 72 National Fire Code 1999 Edition

OR

Currently adopted edition of the Uniform Building Code as amended and adopted by The City of Thousand Oaks.

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”.

THE OAKS

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.
5. Tenant General Contractor and center operations manager to field verify location of HVAC equipment prior to cutting any openings or locating roof top equipment on roof of center.

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

THE OAKS

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.