



ADDENDUM LOG

ADDENDUM DATE:

November 13th, 2007

Entire Criteria Booklet

January 24th, 2008.....

Elevations



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& APPROVAL PROCEDURES, CONTRACTORS' RULES &
REGULATIONS, AND BARRICADE GRAPHICS GUIDELINES



MISSION STATEMENT

Envisioned as an intimate urban village, the new outdoor lifestyle addition at The Village at Vintage Faire Mall is designed to be a gathering place for the community, with new shopping and dining, plus places to sip coffee and just enjoy a welcoming outdoor environment. Distinguished by stone and brick finishes, shaded by canopies and awnings, the village draws on Tuscan influences. But it will be a place all its own, with an interactive water feature to engage young ones, and a landscape including olive trees, bright plantings and even misters for the hottest weather – all designed to create a pleasant year-round destination. In all, two fountains will help set the scene and create this cool oasis.

New-to-market retailers and restaurants will be positioned around two landscaped plazas that meet at a “main street” lined with convenient diagonal parking. Each building within the village will have an individual character, and face broad walkways and lawns to create an inviting, one-of-a-kind shopping experience that complements the popular offerings of The Village at Vintage Faire Mall.

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 Village Faire Mall 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



MISSION STATEMENT (continued)

might be necessary to comply with the Village Faire Mall 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 Village at Vintage Faire Mall



3401 Dale Road
Suite 483
Modesto, California 95356
(209) 527-3401 Phone
(555) 555-5555 Fax

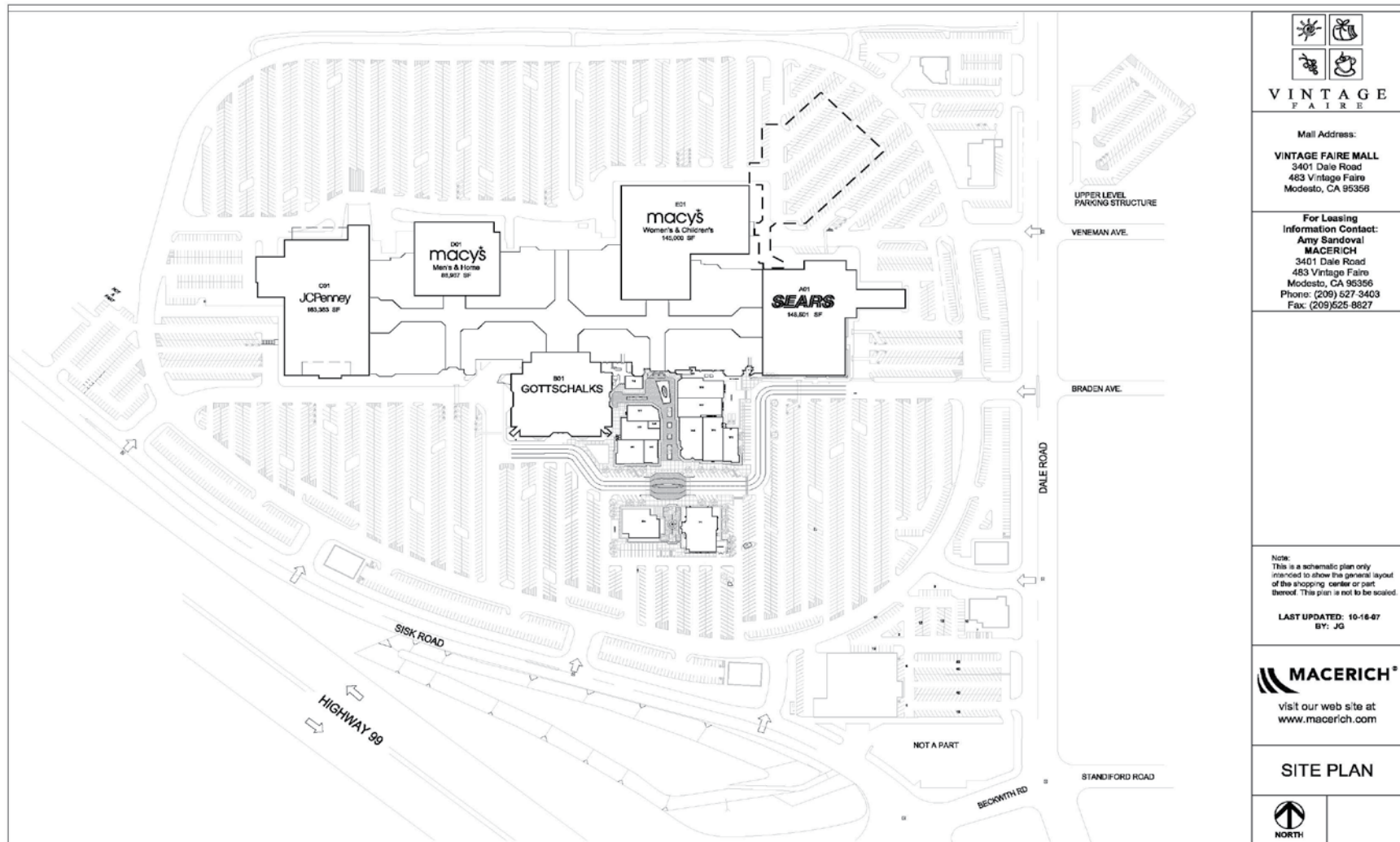
Mall Hours

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



The Village at Vintage Faire Mall

SITE PLAN



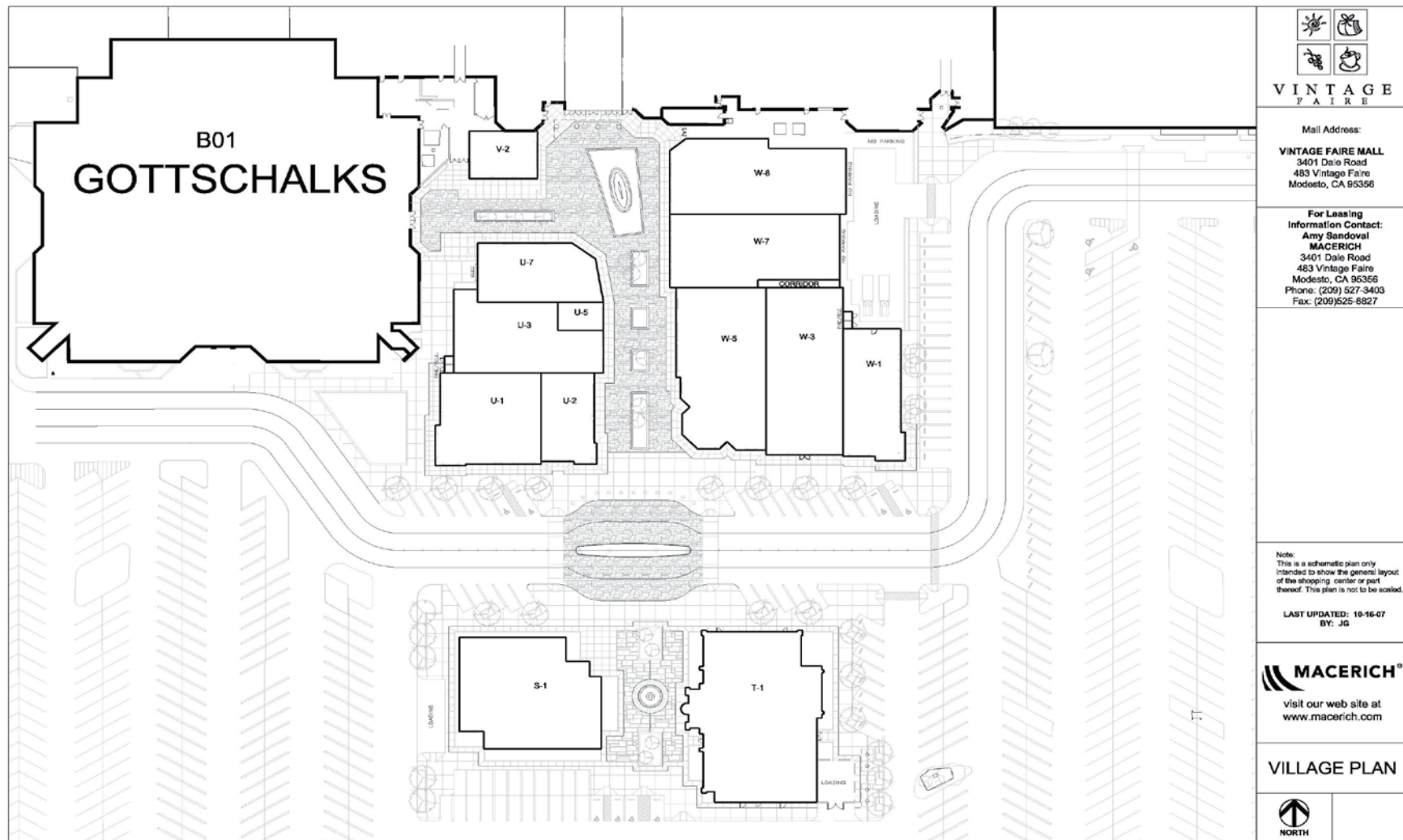
TENANT DESIGN CRITERIA

Updated: January 24th, 2008

I. General Mall Information

The Village at Vintage Faire Mall

CENTER PLAN (DESIGN KEY PLAN)



TENANT DESIGN CRITERIA

Updated: January 24th, 2008

I. General Mall Information

The Village at Vintage Faire Mall

Architectural Rendering



CONTACT DIRECTORY

Landlord/Owner:

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

Property Contact:

Maria Halstead, Sr. Property Manager
David Karamchandani, Operations Manager
3401 Dale Road
Suite 483
Modesto, California 95356
(209) 527-3401 Phone
(209) 525-8827 Fax

Tenant Coordinator:

Aaron Pratt
Macerich
11411 N. Tatum Blvd.
Phoenix, AZ 85028
(602) 953-6750 Phone
(602) 953-6449 Fax

Leasing Agent:

Amy Sandoval
Vintage Faire Mall
3401 Dale Road, Suite 483
Modesto, CA 95356
(209) 527-3403 Phone
(209) 525-8827 Fax

Health Department:

Stanislaus County Health Services Agency
Information - Administration
830b Scenic Drive
Modesto, CA
(209) 558-7000 Phone

Building and Safety:

City of Modesto
Building Department
1010 10th Street, Suite 3100
Modesto, CA 95354
(209) 577-5232 Phone

Fire Department:

Modesto Fire Department
610 11th Street
Modesto, CA 95354
(209) 572-9512 Phone
(209) 578-9591 Fax

Business Licensing:

City of Modesto
Building Licensing
1010 10th Street, Suite 2100
(209) 577-5389 Phone
(209) 491-5960 Fax

Local Utility Agencies:

ELECTRIC
Modesto Irrigation District
1231 Eleventh Street
P.O. Box 4060
Modesto, CA 95352
(209) 526-7337 Phone
(209) 526-7359 Fax

GAS (Restaurant Tenants Only)

Pacific Gas & Electric
(800) 743-5000 Phone

WATER/ SEWAGE

City of Modesto
1010 10th Street, Suite 2100
P.O. Box 767
Modesto, CA 95353-0767
(209) 577-5395 Phone
(209) 526-7359 Fax

SEWER (Taken care of by mall)

MALL REQUIRED CONTRACTOR

Cen-Cal: Estimator - Gregg Fontes
1615 South Stockton St.
Lodi, CA 95240
(209) 334-9119 Phone
(209) 334-2923 Fax

Bergelectric: APM - John Taylor
3480 Sunrise Blvd, Ste 100
Rancho Cordova, CA 95742
(916) 636-1880 Phone
(916) 636-1881 Fax

Watson Roofing: PM - Rick Cheney
3185 Longview Dr.
Sacramento, CA 95821
(916) 481-6293 Phone
(916) 481-6184 Fax

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.



BUILDING TYPE

Outdoor Village Shopping Center with 43,822 square feet

Classification:
Type II 1 hour

Occupancy Type: Mercantile

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.

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.



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” (Design Control Area) 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 re-measure 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 “Popout” 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.



GLOSSARY (Cont'd.)

NEUTRAL PIERS / NEUTRAL STRIP

A uniform frame separating the Tenants' 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, and
3. Tenant is leasing the Premises without any representations or warranties, express, implied or statutory by Landlord, or 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:

- A. Engaging the services of a licensed architect ("Tenant's Architect") to prepare the Preliminary Documents, Construction Documents and the As-Built Documents.
- B. Preparation of originals and copies of the Preliminary Documents, Construction Documents and As-Built Documents.
- C. Fees for plan review by Landlord and local governmental authorities.
- D. 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.

