

GENERAL INFORMATION CRITERIA

TYSONS CORNER CENTER



THE PLACE TO SHOP



TYSONS CORNER CENTER

ADDENDUM LOG

August, 2009 Full Update	February, 2016 Data Service contractor Granite Grid contact info updated (gi14) Telephone Data Service Provider changed to Granite Grid (gi14)
February, 2010 Permit Expeditor information updated	March, 2016 Updated Tenant Coordinator information (gi12)
June, 2011 Updated per Risk Management (gi29)	April, 2016 Updated Boston Barricade contact information (gi26)
September, 2011 Update to Contact Directory: Property Contact Name, Fire Sprinkler Contractor (pgs gi12, gi13)	February, 2017 Added contact information for Energy Management System under Mall Required Contractors (gi14)
April, 2012 Update to Contact Directory, Contractors (pgs gi12-gi17)	April, 2017 Previous Telephone contact information removed (gi13) Communications Services information note added (gi14) Added Low Voltage contact information (gi14)
August, 2012 Update to Contact Directory, Contractors (pgs gi12-gi14); Changed barricade cost, added Barricade Contact info (pg gi26-gi27)	June, 2017 Update layout
October, 2014 Revisions per TC to required contractor information (gi12-14, gi26-27)	August, 2018 Barricade Contractor info updated, TC contact info updated
October, 2015 Revisions per TC to Barricade contact information (gi26) Update to Mall Required Contractors, Fire Alarm info (gi14)	March, 2019 TC contact info updated
	August, 2019 Dumpster vendor info updated.
	November, 2019 TC Contact info updated.

TYSONS CORNER CENTER

PLEASE VISIT
WWW.MACERICH.COM

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

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TYSONS CORNER CENTER



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 Tysons Corner 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.

VICINITY MAP

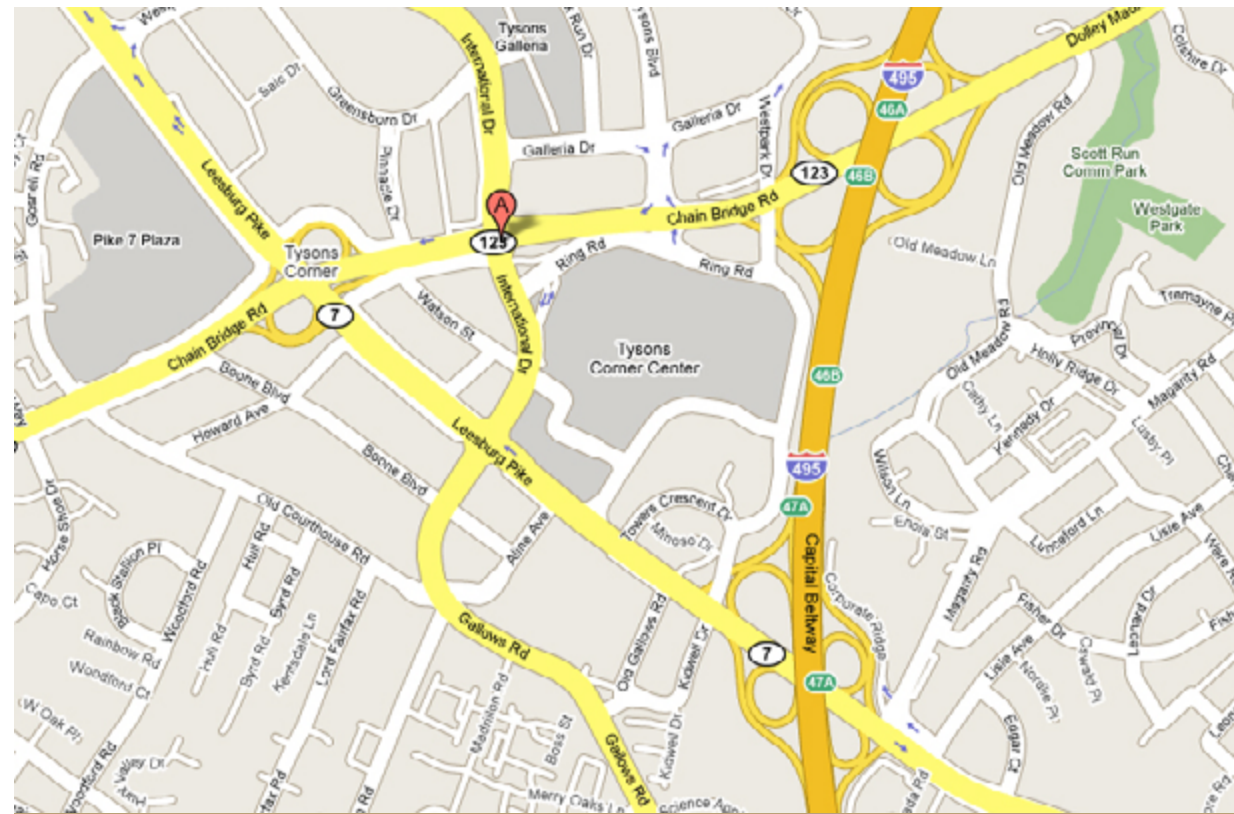
TYSONS CORNER CENTER

Mall Address:

Tysons Corner Center
1961 Chain Bridge Road, Suite 105
Tysons Corner, VA 22102
(703) 893-9401 Phone

Mall Hours:

Monday - Saturday: 10:00 AM to 9:30 PM
Sunday: 11:00 AM to 7:00 PM



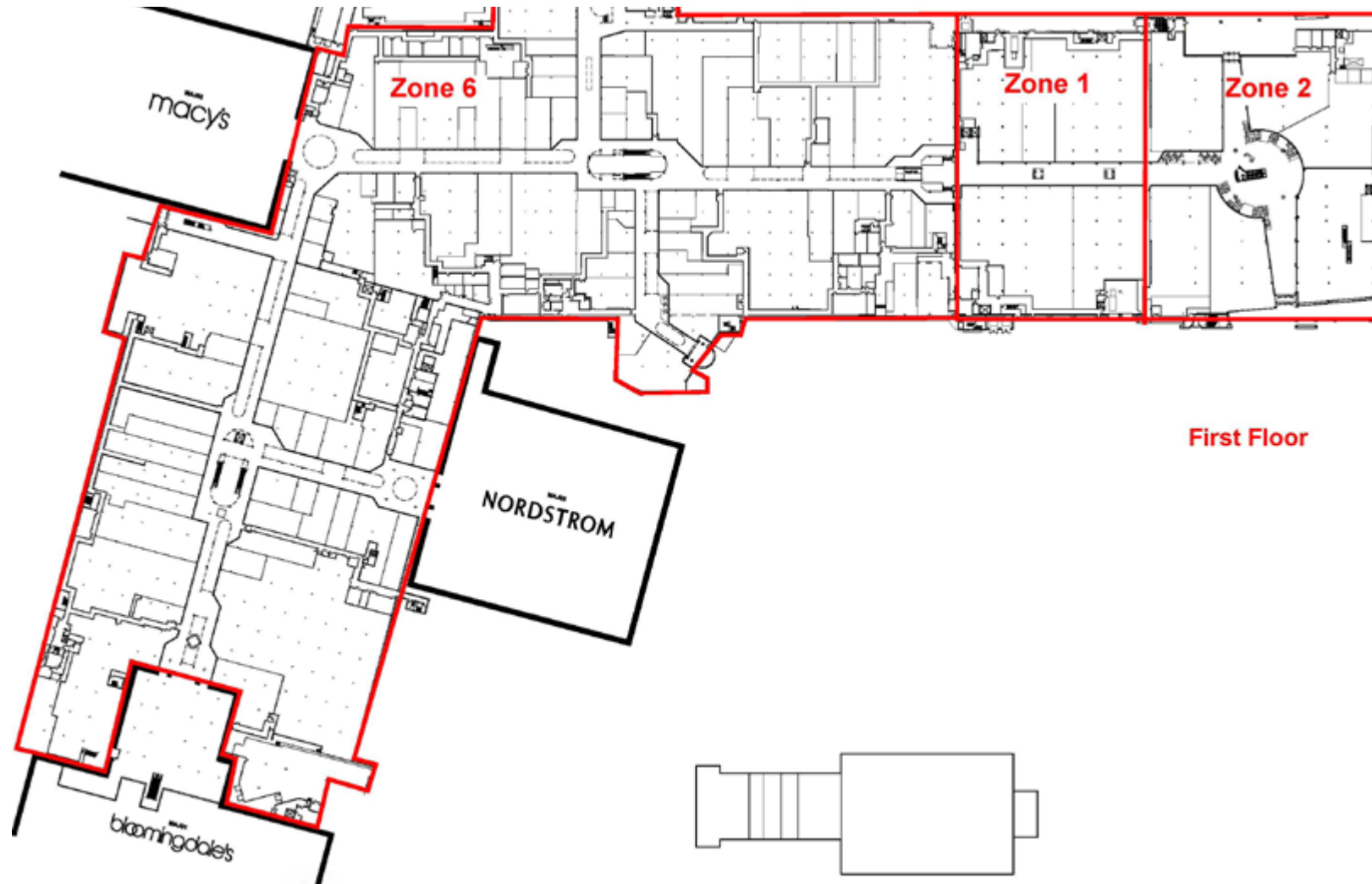
SITE MAP

TYSONS CORNER CENTER



ZONE PLAN

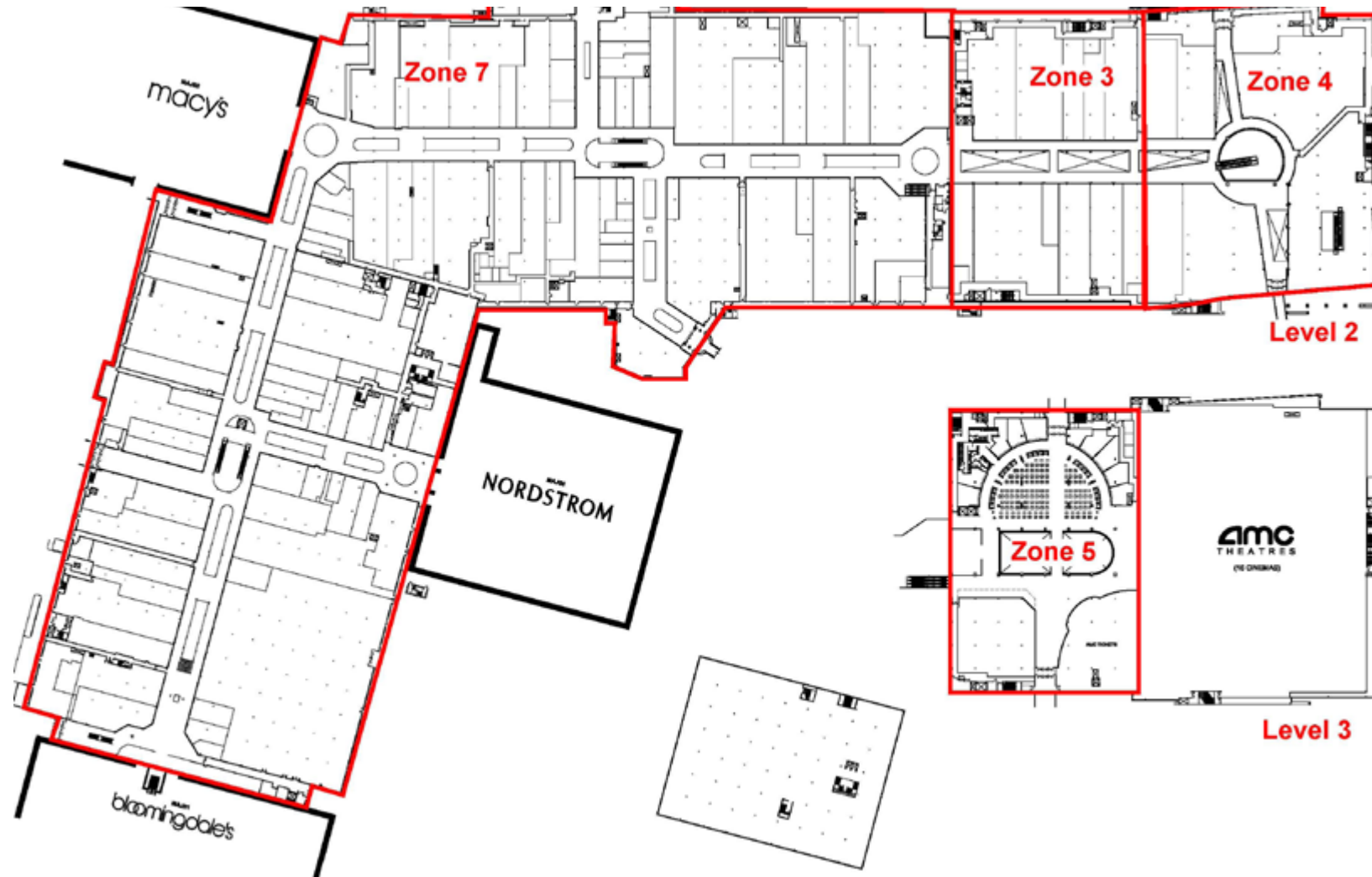
TYSONS CORNER CENTER



LOWER LEVEL

ZONE PLAN

TYSONS CORNER CENTER



UPPER LEVEL

CENTER VIEWS

TYSONS CORNER CENTER



CONTACT DIRECTORY

TYSONS CORNER CENTER

Landlord/Owner:

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

Tenant Coordinator:

Sam Rinaldo
Manager, Tenant Coordination
Macerich
1162 Pittsford-Victor Road, Suite 100
Pittsford, NY 14534
(585) 249-4468
Sam.Rinaldo@macerich.com

Property Contact:

Cory Scott, AVP
Kevin Marroquin
Sr. Operations Manager
Bob Maurer, Marketing
Ryan Nauman, Operations
Coordinator
Tysons Corner Center
1961 Chain Bridge Road
Tysons Corner, VA 22102
(703) 893-9401 Phone
(703) 847-3089 Fax

Leasing Agent:

F K Grunert
Vice President, Leasing
1175 Pittsford-Victor Road,
Suite 220
Pittsford, NY 14534
(585) 249-4400 Phone
(585) 218-9846 Fax

LOCAL UTILITY AGENCIES:

Electric

Dominion Virginia Power
120 Tredegar Street
Richmond VA 23219
(888) 667-3000 Phone

Gas

Washington Gas
6801 Industrial Road
Springfield, VA 22151
(703) 750-4584 Phone

Water

City of Falls Church
300 Park Avenue
Falls Church, VA 22046
(703) 248-5071 Phone

Refuse

Keter Environmental
Services, Inc.
Carl Hucke-Regional Manager
- Northeast
(317) 935-7297 Phone
chucke@keteres.com

Sewer

City of Falls Church
300 Park Avenue
Falls Church, VA 22046
(703) 248-5071 Phone

Cable TV

(Mall is not wired for Cable.
Tenant to provide own
service. If desired, coordinate
with Mall Operations).

Building Permits

Fairfax County Department of
Environmental Management
12055 Government Center
Parkway
Fairfax, VA 22035
(703) 324-1645 Phone
www.co.fairfax.va.us/gov/gov/dem/

Fairfax Fire and Rescue

Fire Alarm Permits: (703) 246-
4821 Phone
Sprinkler Permits: (703) 246-4821
Phone
www.co.fairfax.va.us/ps/fr/homepage.htm

HEALTH DEPARTMENT:

Fairfax County Health Department
10777 Main Street, Suite 111
Fairfax, VA 22030-6903
(703) 246-2444 Phone
(703) 385-9568 Fax

BUILDING AND SAFETY:

Dept. of Public Works and
Environmental Services
12055 Government Center
Parkway
Fairfax, VA 22035
(703) 324-1060 Phone
(703) 324-1064 Fax

**OFFICE OF THE FIRE
MARSHALL:**

County of Fairfax Fire Marshal
10700 Page Avenue
Fairfax, VA 22030
(703) 246-4800 Phone
(703) 691-1053 Fax

BUSINESS LICENSING:

City Of Glendale
5850 W. Glendale Ave.
Glendale, AZ 85301
(623) 930-2730 Phone

LIQUOR LICENSING:

Department of Alcoholic
Beverage Control
6308 Grovedale Drive
Alexandria, VA 22310
(703) 313-4432 Phone
(703) 313-4444 Fax

MALL REQUIRED CONTRACTORS

TYSONS CORNER CENTER

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.

CONSTRUCTION DUMPSTER SERVICE

Rosario Moya
Republic Services
18500 North Allied Way
Phoenix, AZ 85054
(571) 328-7554 Phone
rmoya@republicservices.com

4619 West Ox Rd.
Fairfax, VA. 22030
Fairfax.sales@republicservices.com

FIRE SPRINKLERS

Livingston Fire Protection
5150 Lawrence Place
Hyattsville, MD 20781
Contact: Rich Kozel
(301) 779-4466 Phone
(301) 277-8263 Fax
rkozel@Livfire.com
bellis@Livfire.com

VSC Fire & Security
7708 Fullerton Road

Springfield, VA 22153
Contact: Paul Martin
(703) 584-2200 Phone
(703) 584-2201 Fax
pmmartin@vscfs.com

Freedom Fire Protection, LLC
3510 Mountain Road
Haymarket, VA 20169
Contact: John Perlow
(703) 754-2445 Phone
(703) 754-7649 Fax
John@freedomfireprotectionllc.com

SimplexGrinnell
22712 Commerce Center Court
Suite 114
Dulles, VA 20166
(703) 996-0782 Phone

FIRE ALARM

Haislip Corporation

Pat McCawley
14325-F Willard Rd.
Chantilly, VA 20151
(301) 343-2501 Phone
Patm@haislipcorp.com

ROOFING

Function Enterprises
7954 Cameron Brown Court
Springfield, VA 22153
(703) 569-2422 Phone

VOICE / DATA SERVICE

Rob Norton
Granite
Telecommunications
(781) 884-5545 Phone
rnorton@granitenet.com
Please refer to the Technical Criteria Manual, Page t5 for Communications Services information.

LOW VOLTAGE

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

ENERGY MANAGEMENT

SYSTEM

WE Bowers
Tim Penatzer
(571) 383-7657
tpenatzer@webowers.com

ENGINEERS OF RECORD

RTKL
901 South Bond Street
Baltimore, MD 21231
(410) 537-6060 Phone
(410) 276-2136 Fax

BUILDING CODE INFORMATION

TYSONS CORNER CENTER

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.

BUILDING TYPE:

Two and three-level regional shopping center of approximately 2,300,000 square feet of gross leasable area.

OCCUPANCY TYPE: Mercantile

CLASSIFICATION:

Covered Mall building of 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 edition of the Uniform Building Code as amended and adopted by Fairfax County, Virginia.

All design and construction work shall comply with all applicable statutes, ordinances, regulations, laws and codes of Fairfax County, Virginia.

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 CODE INFORMATION

TYSONS CORNER CENTER

Fire Rating for Tysons Corner Center

All Floors:

- a. Structure:
 - Cols(supporting 1 flr./clg.): 0 hr (tab 601
 - Cols (supporting >1 flr.): 0 hr (tab 601
 - Beams, Primary: 0 hr (tab 601)
- b. Bearing Walls (ext./int.): 0 hr (tab 601)
- c. Nonbearing Walls (ext./int.):0 hr (tab 601& 602)
- d. Exit Passageways: 1 hr[U-425] (402.4.5.1)
- e. Tenant /Mall Separation: 0 hr (402.7)
- f. Tenant /Food Court separation: 0 hr (402.7)

Upper Level (466.5’):

- a. Roof (other than beams): 0 hr (tab 601)
- b. Floor (other than beams): 0 hr (tab 601)
- c. Tenant Separation: Fire partition: 1 hr, to clg. [U-425] (708.3 & 708.4.exclus.4)
- d. Corridor Walls: 1 hour rated (floor to deck) US Gypsum WP-1200
- e. Column Ratings: 1 hour (column supports more than one floor) UL#X807 – 0 hours – (column supports one floor or roof only) UL#X807

Lower Level (449.5’):

- a. Floor: At slab on grade: n/a
At basement (other than beams): 0hr (tab601)
- b. Ceiling: Non-concrete: Other than beams: 0 hr (tab 601)
Concrete: 0 hr (tab 601)
- c. Tenant Separation: Fire Partition: 1hr, to clg. [U-425] (708.3 & 708.4.exclus.4)
- d. Column Ratings: 1 hour (column supports more than one floor) UL#X807 – 0 hours – (column supports one floor or ceiling only) UL#X807

Basement:

- a. Floor: Slab on grade: N/A
- b. Ceiling: non-concrete (other than beams) 0 hr (tab 601)
- c. Corridors: 1 hr[U-425] (402.4.5.1)
**The UL design numbers are based on design number previously submitted to the County. The Landlord does not represent these design numbers as correct. They are simply intended as a guide to help you understand the submission requirements of the County of Fairfax.

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

TYSONS CORNER CENTER

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

TYSONS CORNER CENTER

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

TYSONS CORNER CENTER

“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

TYSONS CORNER CENTER

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".

TYSONS CORNER CENTER

Code Clarification

In an effort to streamline the building review process for all Tenants in the Tysons Corner Center, The Macerich Company has taken steps with the County of Fairfax to resolve numerous code related issues pertaining to design, permitting, and required inspections at Tysons Corner Center.

Due to the number of code modifications agreed upon, the County Building Officials have requested that all Tenant inquiries be made to the Landlord representatives.

PLEASE DO NOT CONTACT FAIRFAX COUNTY DIRECTLY.

We encourage all designers / architects to become familiarized with the design code information provided in this section of the Tysons Corner Criteria Manual. Throughout the design and submittal process, feel free to contact the Tenant Coordination staff listed with any questions.

Submittal Data and Zone Specific Information

The following documents must be copied / scanned directly onto the cover sheet of the Tenant drawings, in accordance with Fairfax County Building Department requirements;

- Property Location Map (See page gi5)
- Project Site Plan (See page gi6)
- Project Key Plan (Tenant Space must be shown hatched on this plan) (See pages gi7 & gi8)
- Specific to Zones 1 & 3: “Structural Requirements for Hung Equipment” Letter (See Exhibit 1a)
- Specific to Zones 2 & 4: “Structural Requirements for Hung Equipment” Letter (See Exhibit 1b)

Zones 1, 2, 3 & 4

Please refer to exhibits 1a and 1b for specific weight bearing capacities of the floor and roof structures of these zones.

A detail for local joist reinforcement, if needed, where Tenant equipment is supported from steel joists is provided in exhibit 8.

Zone Location

Zones 1, 2 & 6: Located on the first level of the Mall.*

Zones 3, 4 & 7: Located on the second level of the Mall.*

Zone 5: Located on the third level of the Mall.*

*Please refer to the Zone Map drawings on pages gi7 and gi8 of this manual for further clarification.

PLAN SUBMITTAL INFORMATION

TYSONS CORNER CENTER

Preliminary drawing submission

Preliminary Drawings must be submitted to the Tenant Coordinator within Ten (10) days after the lease is signed or sooner. The purpose of this phase is to acquaint the Landlord with Tenant's intentions and to avoid criteria problems before the working drawings phase.

One (1) set of drawings shall include the following information at a minimum (additional information is encouraged):

- a. Key plan showing location of Premises within Shopping Center.
- b. Preliminary floor plans (scale 1/4" = 1'-0") indicating interior design concept.
- c. Typical interior elevations (scale 1/4" = 1'-0")
- d. Storefront elevation and section, including any graphics and signage. Indicate all materials and finishes (scale 1/4"=1'-0"). Food Tenants to include front counter elevations and sections including graphics, locations, display fixtures, casework details, materials, colors of finishes, and food presentation concept.
- e. Preliminary finish schedule.
- f. Perspective view of storefront.
- g. Reflected ceiling plan.

All Restaurant and Food Court Tenants must include their respective Global Roof Plan as part of their submittal package and clearly identify their specific equipment on that plan. All Restaurant and Food Court Tenants must include the Gas Riser Diagram as part of their submittal package and identify their specific riser on that plan.

Final drawing submission

Final Working Drawings must be submitted in PDF format to the Tenant Coordinator at tcrochester@macerich.com, within fifteen (15) days after the Preliminary Drawings have been reviewed and returned to the Tenant's Architect. If the Tenant Coordinator rejects Final Working Drawings, Tenant's Architect must revise and resubmit the Drawings within Fifteen (15) days after they are returned. Drawings can be submitted to the Landlord and Fairfax County simultaneously to help avoid delays in the approval process, but any and all Landlord comments must be incorporated into the final construction set used to construct the store.

The drawings shall include the following:

1. Key plan showing location of Premises within Shopping Center, name, space number and Tenant address.

2. Floor plans (1/4"=1'-0") indicating store-front construction materials, colors and finishes. Location of partitions and type of construction, placement of merchandising fixtures, and toilet room locations indicating placement of plumbing fixtures.

3. Reflected ceiling plans (scale 1/4"=1'-0") indicating ceiling materials, various heights, location of all light fixtures, their manufacturer's name and catalog number, lamps to be used and mounting (recessed, surface, etc.).

4. Storefront elevation and section(s) including any graphics and signage. Indicate all materials and finishes (scale 1/4"=1'-0"). Food Tenants to include front counter elevations and sections including graphic locations, display fixtures, casework details, materials, colors off finishes, and food presentation concept.

5. Interior elevations, sections and details sufficient for construction (scale 1/4"=1'-0").

6. Interior finish schedule.

7. Samples, color chips and finish materials firmly attached to an illustration board and labeled clearly.

8. Mechanical drawings, including Electrical, HVAC, Plumbing and Sprinkler.

PLAN SUBMITTAL INFORMATION

TYSONS CORNER CENTER

CONTINUED

- 9. Drawings must indicate connected electrical loads, weights of heavy equipment, cases, etc.
- 10. Refer to SIGN CRITERIA, for Submission Requirements.
- 11. Food Tenants to include catalog cuts or photographs of equipment with full dimensions.
- 12. Include cut sheets on lighting and ceilings.

Health Department Submittal

All restaurant and food court Tenants are advised to contact the Fairfax County Health Department at (703) 246-8468 to discuss specific questions and the information requested on the enclosed “Requirements for Proposed Food Service Facilities” checklist. For final permit submissions, please refer to the information listed on page 24.

Building Department Submittal

Tenant’s architect must utilize the address provided on the Master Zone and Address Plan, not the space number shown. For example: Space number M1L = “7876L Tysons Corner Center, McLean, VA 22102.”

The Tenant street address must be noted on the Building Permit application and on any County required shop drawings. All subcontractors must utilize the same mailing address information for Tenant specific Permits. Please contact the Tenant Coordinator with any questions and mailing address information for Tenant specific permits.

Tenants who occupy locations on two levels must utilize the lower level address for Building Department submittal. For example: 7851L for combined spaces M13L & M17U.

Sprinkler/Fire Alarm/Kitchen Range Hood Fire Protection System shop drawings must be submitted to the County. Hydro tests on the sprinkler system, and a mechanical inspection of the kitchen range hood fire protection system must be performed and inspected/passed by Fairfax County Officials as part of the build-out process.

CONSTRUCTION RULES

TYSONS CORNER CENTER

CHECK-IN:

All Tenant Contractors are required to check in with Tenant Coordinator in the Management Office. Contractors will not be permitted to start work until:

- a. Contractor furnishes proper evidence of required insurance coverage, declaration, and endorsement pages.
- b. Contractor furnishes copy of building permit and receipts for fee payment.
- c. Contractor exhibits a Landlord approved set of drawings to use as working set.
- d. Contractor signs for and takes possession of keys to service door of Demised Premises (if any) and acknowledges proper installation and operation of said service door and replaces with new lock.
- e. Contractor furnished names and phone number (office and home) of contractor's supervisory personnel.
- f. Contractor furnishes names and phone numbers of prime sub-contractors.

g. Contractor acknowledges receipt of information concerning all concealed piping, conduit, etc. that is installed below, within or above the Demised Premises.

h. Contractor acknowledges receipt of a copy of these Construction Rules.

i. The Tenant or Tenant's contractor is required to deposit with the Landlord a **Bank or Certified Check** in the amount of Five Thousand Dollars (\$5,000.00) to be held by the Landlord as security for damage to the Mall during construction of the Tenant's demised premises. The cost of repair, replacement, and clean up by the Landlord as a result of Tenant contractors will be deducted from the security deposit with the remainder of the deposit refunded upon completion of the project closeout requirements. A list of "Violations Fees" is included in the Contractor's Rules and Regulations, found on www.macerich.com under "Tenant Package"; and is also available from the Mall office. It is the responsibility of the Tenant or Tenant's General Contractor to request the refund of their deposit, in writing, to the Tenant Coordinator within one (1) year of job completion. If refund request is not received within one

year of job completion then deposit is forfeited. Make Bank or Certified Check payable to Tysons Corner Holdings, LLC. Should an inspection of the store find that the superintendent is absent for any reason while work is in progress, the entire security deposit will be forfeited and automatically withheld. Construction will be shut down until the superintendent returns and another Five Thousand Dollars (\$5,000.00) Bank or Certified Check is received by the Onsite Coordinator as a security deposit. No Exceptions!

GENERAL CONTRACTOR INSURANCE REQUIREMENTS:

At the time of the preconstruction meeting, the General Contractor must provide an insurance certificate along with Declaration pages and an Additional Insured Endorsement page. The Declaration pages should reflect the same General Liability and Excess Liability amounts as the certificate.

- a. General Contractor's insurance policy periods must cover the beginning and completion of construction.

CONSTRUCTION RULES

TYSONS CORNER CENTER

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b. Statutory Workmen's Compensation and Employer's Liability Insurance covering all workers with a minimum one million dollars per accident covering all employees.

c. Broad Form Comprehensive General Liability and Property Damage Insurance will be required in not less than one million dollars combined single limit and a four million dollar aggregate for Bodily Injury and Property Damage Liabilities on an ISO form 1998 or better. Such insurance shall be Broad Form and shall include contractual liability, personal injury protection and completed operations coverage.

d. Automobile Public Liability and Property Damage Insurance for all owned and non-owned vehicles will be required in not less than one million dollars combined single limit for Bodily Injury and Property Damage Liabilities.

e. Excess Liability Insurance will be required and shall include coverages in excess of all underlying insurance coverages noted above for an amount not less than five million dollars.

TENANT INSURANCE REQUIREMENTS:

The Tenant shall furnish to the Landlord or its agents, all of the policies of insurance listed below, including one set of certificates, declaration pages and additional insured endorsements for all such insurance. All insurance policies must be maintained for the life of the lease; must provide for 30 days notice to the Landlord or its agents before cancellation; and must cover all operations of the tenant, his contractors, or anyone directly employed by any of them.

a. Tenant's insurance must be maintained during construction and for the life of the Lease.

b. Statutory Workmen's Compensation and Employer's Liability Insurance covering all employees.

c. Broad Form Comprehensive General Liability and Property Damage Insurance will be required in not less than one million dollars combined single limit for Bodily Injury and Property Damage Liabilities.

d. AUTOMOBILE LIABILITY AND PROPERTY DAMAGE INSURANCE FOR ALL OWNED AND NON-OWNED VEHICLES WILL BE REQUIRED IN NOT LESS THAN ONE MILLION DOLLARS COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE LIABILITIES.

e. Excess Liability Insurance will be required and shall include coverages in excess of all underlying insurance coverages noted above for an amount not less than two million dollars.

f. The Tenant shall also name the Landlord or its agents as additional insureds on the insurance policies required of the Tenant as stated above and shall furnish a certificate identifying the Landlord and its agents as an additional insured before commencing work pursuant to this agreement. Further, any insurance policies obtained by the Tenant following the above shall be primary to and shall be employed before any other coverage maintained by the Landlord.

CONSTRUCTION RULES

TYSONS CORNER CENTER

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g. Documentation of insurance coverage as stipulated above and in the lease must be submitted, along with a cover letter indicating the property name, the Tenant name, the lease type and the lease duration, via fax to (310) 695-6871 or via email to MaryLou.Ferro@macerich.com. The Certificate Holder must read:

Macerich
Attn: Risk Management
401 Wilshire Blvd., 7th Floor
Santa Monica, CA 90401

Certificates must be on file before construction can begin. If your agent has any questions regarding the necessary documentation, please contact Katherine Smart.

WORK AREA:

All of contractor's work, storage of materials, construction office, etc., must be confined to within the Demised Premises. Landlord shall have no responsibility or liability whatsoever for any loss or damage to property belonging to Tenant or its contractor, and left in the Demised Premises or anywhere else.

DELIVERIES:

Deliveries will be made only through entrances and routes designated by Landlord. Landlord will establish delivery routes, which are subject to change.

SERVICE CORRIDORS:

Service corridors shall, at all times, be kept clear of materials, equipment, debris and trash. Landlord will charge the General Contractor to clear service corridors of any and all such items. General Contractor agrees to pay such charges to Landlord upon demand.

PARKING:

Parking for construction personnel will be permitted in Landlord designated areas only.

LOADING ZONES:

Loading Zones will be kept open for deliveries when possible. Parking in Loading Zones is strictly PROHIBITED. Delivery vehicles must be completely unloaded at curb side and then moved out. Unattended parked vehicles in Loading Zones will be tagged or towed at the expense of the Tenant serviced by the vehicle.

PRE-OPENING CONDITIONS:

Electric: Tenant is required to install permanent electric service immediately. No temporary electric service is available.

Water: The Tenant will have a water connection within the space.

Telephone: Tenant is required to arrange for telephone service directly with telephone carrier. No temporary telephone service is available.

Toilets: No public restrooms are available during construction.

Trash Removal: Tenant will be required to bring trash to a centralized location. Landlord will provide and coordinate dumpsters. A map will be provided to the Tenant by the Mall Office, as part of the Tysons Corner Center Merchant Handbook, showing the location of permanent dumpsters to be utilized upon store opening. Tenants are required to directly contract with the Mall designated trash removal service.

For Restaurants and Food Court Tenants: A map of the designated grease drop-off barrel locations will be provided by the Mall Office, as part of the Tysons Corner Center Merchant

CONSTRUCTION RULES

TYSONS CORNER CENTER

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Handbook. Tenants must contract directly with the following company to arrange for pick-up and billing:

Valley Proteins, Inc.
P.O. Box 3588 Winchester, VA 22604-2586
Contact: Ron Rogers
Phone: (540) 877-2590
Fax: (540) 877-3215

FIRE PROTECTION:

Tenant contractor shall provide fire extinguishers within the premises as required by Landlord's Insurance Company and/or Public Safety Officials.

TEMPORARY STOREFRONT CLOSURES:

Barricades will be necessary for all construction projects. Construction barricades will be built by the Mall and graphics for the barricade will be installed by the Mall and both will be paid for by the Tenant's General Contractor upon check-in. Tenant must provide a proof or spec of the graphic artwork in advance for a timely installation. Barricades can only pop out a maximum of 18" off the Storefront. Upon completion of construction and with permission from the Mall

operations manager, the Landlord will remove the barricade.

Contact: Jim McGrath
Executive Vice President
Center Stage Productions
(973) 423-5000 Phone
jmcgrath@cspdisplay.com

UNDERSLAB WORK:

Zones 3, 4, 5 and 7 - Tenant contractors shall have the right to enter the space below to perform necessary underslab work provided they do not interfere with the work of the Tenant or Tenant Contractor working in said space below and then only at times appointed by Landlord. Such work is to be coordinated by on-site Landlord designated representative.

USE OF MALL:

Access to the Mall shall be subject to control at all times by Landlord's Designated Representative. At no time shall the Mall be used by Tenant Contractor or its employees for lounging, eating, rest breaks, etc. Smoking or the use of alcohol is strictly prohibited. Tenant shall be responsible for seeing that this rule is strictly observed by his contractor(s).

ESCALATORS AND ELEVATORS:

Designated freight elevators will be available for transporting materials and personnel. At no time shall Tenant Contractor or its employees use escalators for transporting materials, tools, equipment or personnel.

PROTECTION OF WORK AND PROPERTY:

Tenant and Tenant Contractor shall protect their work and the work of other Tenants and Landlord from all damage.

STRICTLY PROHIBITED WORK AND PRACTICES:

- a. Any combustible materials above finished ceilings or in any other concealed non-sprinklered space.
- b. Imposing any structural load, temporary or permanent, on any part of the Landlord's work or structure without the approval of Landlord's Engineer.
- c. Cutting any holes in Landlord installed floor slabs, walls or roof, other than those indicated on the Landlord approved Tenant plans, and tampering or removing fireproofing (if applicable) from demised premises.

CONSTRUCTION RULES

TYSONS CORNER CENTER

CONTINUED

CORRECTIVE WORK BY LANDLORD:

Any fees which shall become due to Landlord by Tenant or its contractor as a result of, and arising out of, Tenant’s construction work (including without limitation. Electricity charges during construction, trash removal, and damage to Landlord’s property) shall be considered as additional rent, and shall become payable immediately upon demand by Landlord.

CLOSEOUT PROCESS:

The following steps must be accomplished before the Construction Account can be closed:

Tenant’s store must be one hundred percent (100%) complete, in accordance with the approved plans and specifications; and must be open for business, in full use without defects.

Tenant must have obtained an unqualified, final Certificate of Occupancy from the appropriate authorities.

Tenant must have paid all construction charges due as set forth in Exhibit

C, and as identified in this Criteria and the Mall Construction Rules & Regulations.

Tenant shall furnish Landlord with a complete set of Release of Lien and General Release (with original signatures) from:

**Tenant General Contractor
All prime sub-contractors
All major suppliers of materials,
equipment and furnishings**

Tenant shall submit to Landlord the “Tenant’s Affidavit.”

Tenant shall furnish Landlord copies of all warranties (one year minimum on all work and equipment) or guarantees as to materials or workmanship which shall be contained in the contract or subcontract and shall be written to inure to the benefit of both Landlord and Tenant, and can be directly enforced by either subject, however. To the right of Tenant to hold and utilize such warranties unless Tenant shall be in default under the Lease.

An itemized Statement of Construction Charges, with required copies of back-up material, will be sent to you, as soon as practicable, after your store

is complete.

Payment of the construction charges must be made within thirty (30) days of your receipt of the Statement in accordance with the terms of the Lease.

If the Lease contains provision for a Construction Allowance. Landlord may, at its option, deduct the full amount of the construction charges from the Allowance. If Landlord follows this procedure, its allowance payment to Tenant will be accompanied by a detailed statement of the construction charge deduction, along with copies of backup material.

Tenant’s Landlord provided construction punch list must be completed by General Contractor.