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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2008

Commission File No. 1-12504

THE MACERICH COMPANY

(Exact name of registrant as specified in its charter)

MARYLAND (State or other jurisdiction of incorporation or organization)	**95-4448705** (I.R.S. Employer Identification Number)

401 Wilshire Boulevard, Suite 700, Santa Monica, California 90401
(Address of principal executive office, including zip code)

(310) 394-6000
(Registrant's telephone number, including area code)

N/A
(Former name, former address and former fiscal year, if changed since last report)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding twelve (12) months (or such shorter period that the Registrant was required to file such report) and (2) has been subject to such filing requirements for the past ninety (90) days.

YES ☒ NO o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See definitions of large accelerated filer, accelerated filer and smaller reporting company in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒	Accelerated filer o	Non-accelerated filer o (Do not check if a smaller reporting company)	Smaller reporting company o

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

YES o NO ☒

Number of shares outstanding as of May 13, 2008 of the registrant's common stock, par value $.01 per share: 74,744,091 shares

Explanatory Note

In this Quarterly Report on Form 10-Q, The Macerich Company (the "Company") has amended and restated its consolidated financial statements for the three months ended March 31, 2007.

Subsequent to the filing of the Company's Annual Report on Form 10-K for the year ended December 31, 2007, management determined that the consolidated financial statements as of December 31, 2007 and December 31, 2006, and for each of the three years during the period ended December 31, 2007 required restatement to correctly account for the convertible preferred units issued to prior owners in connection with the acquisition of the Wilmorite portfolio which occurred on April 25, 2005 (See Note 14—"Discontinued Operations" located in the Notes to Consolidated Financial Statements elsewhere in this Quarterly Report for a description of this acquisition).

A summary of the effects of this restatement on the consolidated balance sheet as of December 31, 2007, the consolidated statements of operations and cash flows for the three months ended March 31, 2007 and the consolidated statement of common stockholders' equity for the three months ended March 31, 2008, is included in Note 20—"Restatement" located in the Notes to Consolidated Financial Statements elsewhere in this Quarterly Report.

The following sections of this Quarterly Report give effect to the restatement:

Part I

Item 1—*Financial Statements*

Item 2—*Management's Discussion and Analysis of Financial Condition and Results of Operations*

THE MACERICH COMPANY

FORM 10-Q

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THE MACERICH COMPANY

CONSOLIDATED BALANCE SHEETS

(Dollars in thousands, except share amounts)

(Unaudited)

	March 31, 2008	December 31, 2007 (Restated)
ASSETS:		
Property, net	$ 5,938,751	$ 6,187,473
Cash and cash equivalents	64,260	85,273
Restricted cash	63,689	68,384
Marketable securities	28,935	29,043
Tenant and other receivables, net	120,315	137,498
Deferred charges and other assets, net	300,398	386,802
Loans to unconsolidated joint ventures	376	604
Due from affiliates	5,556	5,729
Investments in unconsolidated joint ventures	1,032,310	785,643
Assets held for sale	283,603	250,648
Total assets	$ 7,838,193	$ 7,937,097
LIABILITIES, MINORITY INTEREST, PREFERRED STOCK AND COMMON STOCKHOLDERS' EQUITY:		
Mortgage notes payable:		
Related parties	$ 224,936	$ 225,848
Others	2,799,759	3,102,422
Total	3,024,695	3,328,270
Bank and other notes payable	2,743,003	2,434,688
Accounts payable and accrued expenses	71,733	97,086
Other accrued liabilities	284,653	289,660
Preferred dividends payable	2,454	6,356
Total liabilities	6,126,538	6,156,060
Minority interest	283,623	547,693
Commitments and contingencies		
Series A cumulative convertible redeemable preferred stock, $.01 par value, 3,627,131 shares authorized, 3,067,131 issued and outstanding at March 31, 2008 and December 31, 2007, respectively	83,495	83,495
Common stockholders' equity:		
Common stock, $.01 par value, 145,000,000 shares authorized, 72,530,870 and 72,311,763 shares issued and outstanding at March 31, 2008 and December 31, 2007, respectively	725	723
Additional paid-in capital	1,545,832	1,367,566
Accumulated deficit	(153,896)	(193,932)
Accumulated other comprehensive loss	(48,124)	(24,508)
Total common stockholders' equity	1,344,537	1,149,849
Total liabilities, minority interest, preferred stock and common stockholders' equity	$ 7,838,193	$ 7,937,097

The accompanying notes are an integral part of these consolidated financial statements.

THE MACERICH COMPANY

CONSOLIDATED STATEMENTS OF OPERATIONS

(Dollars in thousands, except share and per share amounts)

(Unaudited)

	For the Three Months Ended March 31, 2008	2007 (Restated)
Revenues:		
Minimum rents	$ 125,831	$ 112,960
Percentage rents	2,704	3,664
Tenant recoveries	66,389	60,865
Management Companies	9,691	8,754
Other	6,329	6,555
Total revenues	210,944	192,798
Expenses:		
Shopping center and operating expenses	68,917	62,016
Management Companies' operating expenses	18,343	17,755
REIT general and administrative expenses	4,403	5,373
Depreciation and amortization	60,707	51,379
	152,370	136,523
Interest expense:		
Related parties	3,696	2,651
Other	67,131	61,369
	70,827	64,020
Loss on early extinguishment of debt	—	878
Total expenses	223,197	201,421
Minority interest in consolidated joint ventures	(526)	(1,218)
Equity in income of unconsolidated joint ventures	22,298	14,483
Income tax (provision) benefit	(301)	120
Gain on sale of assets	674	1,752
Income from continuing operations	9,892	6,514
Discontinued operations:		
Gain (loss) on sale of assets	99,263	(289)
Income from discontinued operations	5,525	496
Total income from discontinued operations	104,788	207
Income before minority interest and preferred dividends	114,680	6,721
Less: minority interest in Operating Partnership	16,598	638
Net income	98,082	6,083
Less: preferred dividends	2,454	2,575
Net income available to common stockholders	$ 95,628	$ 3,508
Earnings per common share—basic:		
Income from continuing operations	$ 0.09	$ 0.05
Discontinued operations	1.23	—
Net income available to common stockholders	$ 1.32	$ 0.05
Earnings per common share—diluted:		
Income from continuing operations	$ 0.11	$ 0.05
Discontinued operations	1.19	—
Net income available to common stockholders	$ 1.30	$ 0.05
Weighted average number of common shares outstanding:		
Basic	72,342,000	71,669,000
Diluted	88,290,000	85,034,000

The accompanying notes are an integral part of these consolidated financial statements.

THE MACERICH COMPANY

CONSOLIDATED STATEMENT OF COMMON STOCKHOLDERS' EQUITY

(Dollars in thousands, except per share data)

(Unaudited)

	Common Stock					
	Shares	Par Value	Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Loss	Total Common Stockholders' Equity
Balance December 31, 2007 (As previously reported)	72,311,763	$ 723	$ 1,654,199	$ (317,780)	$ (24,508)	$ 1,312,634
Restatement adjustment			(286,633)	123,848		(162,785)
Balance January 1, 2008 (Restated)	72,311,763	723	1,367,566	(193,932)	(24,508)	1,149,849
Comprehensive income (loss):						
Net income	—	—	—	98,082	—	98,082
Reclassification of deferred losses	—	—	—	—	241	241
Interest rate swap/cap agreements	—	—	—	—	(23,857)	(23,857)
Total comprehensive income (loss)	—	—	—	98,082	(23,616)	74,466
Amortization of share and unit-based plans	184,107	2	5,155	—	—	5,157
Exercise of stock options	35,000	—	890	—	—	890
Distributions paid ($0.80) per share	—	—	—	(58,046)	—	(58,046)
Preferred dividends	—	—	(2,454)	—	—	(2,454)
Reversal of adjustments to minority interest for the redemption value on the Rochester Properties	—	—	172,805	—	—	172,805
Adjustment to reflect minority interest on a pro rata basis for period end ownership percentage of Operating Partnership units	—	—	1,870	—	—	1,870
Balance March 31, 2008	72,530,870	$ 725	$ 1,545,832	$ (153,896)	$ (48,124)	$ 1,344,537

The accompanying notes are an integral part of these consolidated financial statements.

THE MACERICH COMPANY

CONSOLIDATED STATEMENTS OF CASH FLOWS

(Dollars in thousands)

(Unaudited)

	For the Three Months Ended March 31,	
	2008	2007
		(Restated)
Cash flows from operating activities:		
Net income available to common stockholders	$ 95,628	$ 3,508
Preferred dividends	2,454	2,575
Net income	98,082	6,083
Adjustments to reconcile net income to net cash provided by operating activities:		
Loss on early extinguishment of debt	—	878
Gain on sale of assets	(674)	(1,752)
(Gain) loss on sale of assets of discontinued operations	(99,263)	289
Depreciation and amortization	62,860	55,972
Amortization of net premium on mortgage and bank and other notes payable	(2,083)	(2,771)
Amortization of share and unit-based plans	2,886	3,393
Minority interest in Operating Partnership	16,598	638
Minority interest in consolidated joint ventures	526	5,038
Equity in income of unconsolidated joint ventures	(22,298)	(14,483)
Distributions of income from unconsolidated joint ventures	3,241	285
Changes in assets and liabilities, net of acquisitions and dispositions:		
Tenant and other receivables, net	17,244	7,833
Other assets	(28,805)	(14,011)
Accounts payable and accrued expenses	(26,510)	(11,211)
Due from affiliates	173	(1,357)
Other accrued liabilities	13,019	21,470
Net cash provided by operating activities	34,996	56,294
Cash flows from investing activities:		
Acquisitions of property, development, redevelopment and property improvements	(127,159)	(105,618)
Redemption of Rochester Properties	(18,873)	—
Maturities of marketable securities	192	322
Deferred leasing costs	(8,373)	(8,873)
Distributions from unconsolidated joint ventures	17,456	42,789
Contributions to unconsolidated joint ventures	(111,521)	(9,309)
Repayments of loans to unconsolidated joint ventures	228	165
Proceeds from sale of assets	1,037	5,768
Restricted cash	2,240	(2,351)
Net cash used in investing activities	(244,773)	(77,107)

THE MACERICH COMPANY

CONSOLIDATED STATEMENTS OF CASH FLOWS (Continued)

(Dollars in thousands)

(Unaudited)

Cash flows from financing activities:		
Proceeds from mortgages and bank and other notes payable	346,447	1,172,263
Payments on mortgages and bank and other notes payable	(84,557)	(1,174,540)
Deferred financing costs	(79)	(504)
Purchase of Capped Calls	—	(59,850)
Repurchase of common stock	—	(74,970)
Proceeds from share and unit-based plans	890	533
Dividends and distributions	(67,305)	(57,487)
Dividends to preferred stockholders	(6,632)	(6,122)
Net cash provided by (used in) financing activities	188,764	(200,677)
Net decrease in cash	(21,013)	(221,490)
Cash and cash equivalents, beginning of period	85,273	269,435
Cash and cash equivalents, end of period	$ 64,260	$ 47,945
Supplemental cash flow information:		
Cash payments for interest, net of amounts capitalized	$ 82,166	$ 81,163
Non-cash transactions:		
Acquisition of minority interest in Non-Rochester Properties in exchange for interest in Rochester Properties	$ 205,520	$ —
Deposits contributed to unconsolidated joint ventures and the purchase of properties	$ 51,943	$ —
Accrued development costs included in accounts payable and accrued expenses and other accrued liabilities	$ 50,043	$ 23,987
Accrued preferred dividends payable	$ 2,454	$ 6,356

The accompanying notes are an integral part of these consolidated financial statements.

1. Organization:

The Macerich Company (the "Company") is involved in the acquisition, ownership, development, redevelopment, management and leasing of regional and community shopping centers (the "Centers") located throughout the United States.

The Company commenced operations effective with the completion of its initial public offering on March 16, 1994. As of March 31, 2008, the Company was the sole general partner of and held an 85% ownership interest in The Macerich Partnership, L.P. (the "Operating Partnership"). The interests in the Operating Partnership are known as "OP Units." OP Units not held by the Company are redeemable, subject to certain restrictions, on a one-for-one basis for the Company's common stock or cash at the Company's option.

The Company was organized to qualify as a real estate investment trust ("REIT") under the Internal Revenue Code of 1986, as amended. The 15% limited partnership interest of the Operating Partnership not owned by the Company is reflected in these consolidated financial statements as minority interest in the Operating Partnership.

The property management, leasing and redevelopment of the Company's portfolio is provided by the Company's management companies, Macerich Property Management Company, LLC ("MPMC, LLC"), a single member Delaware limited liability company, Macerich Management Company ("MMC"), a California corporation, Westcor Partners, L.L.C., a single member Arizona limited liability company, Macerich Westcor Management LLC, a single member Delaware limited liability company, Westcor Partners of Colorado, LLC, a Colorado limited liability company, MACW Mall Management, Inc., a New York corporation, and MACW Property Management, LLC, a single member New York limited liability company. These last two management companies are collectively referred to herein as the "Wilmorite Management Companies." The three Westcor management companies are collectively referred to herein as the "Westcor Management Companies." All seven of the management companies are collectively referred to herein as the "Management Companies."

2. Basis of Presentation:

The accompanying consolidated financial statements of the Company have been prepared in accordance with generally accepted accounting principles ("GAAP") for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. They do not include all of the information and footnotes required by GAAP for complete financial statements and have not been audited by independent public accountants.

The accompanying consolidated financial statements include the accounts of the Company and the Operating Partnership. Investments in entities that are controlled by the Company or meet the definition of a variable interest entity in which an enterprise absorbs the majority of the entity's expected losses, receives a majority of the entity's expected residual returns, or both, as a result of ownership, contractual or other financial interests in the entity are consolidated; otherwise they are accounted for under the equity method and are reflected as "Investments in unconsolidated joint ventures."

The unaudited interim consolidated financial statements should be read in conjunction with the audited consolidated financial statements and related notes included in the Company's Annual Report

2. Basis of Presentation: (Continued)

on Form 10-K for the year ended December 31, 2007. In the opinion of management, all adjustments (consisting of normal recurring adjustments) necessary for a fair presentation of the consolidated financial statements for the interim periods have been made. The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates. The accompanying consolidated balance sheet as of December 31, 2007 has been derived from the audited financial statements, but does not include all disclosures required by GAAP.

All intercompany accounts and transactions have been eliminated in the consolidated financial statements.

Tenant and Other Receivables:

Included in tenant and other receivables are allowances for doubtful accounts of $2,104 and $2,417 at March 31, 2008 and December 31, 2007, respectively.

Included in tenant and other receivables are the following notes receivables:

On March 31, 2006, the Company received a note receivable that is secured by a deed of trust, bears interest at 5.5% and matures on March 31, 2031. At March 31, 2008 and December 31, 2007, the note had a balance of $9,609 and $9,661, respectively.

On January 1, 2008, as part of the Rochester Redemption (See Note 14—Discontinued Operations), the Company received an unsecured note receivable that bears interest at 9.0% and matures on June 30, 2011. The balance on the note at March 31, 2008 was $11,763.

Recent Accounting Pronouncements:

In September 2006, the Financial Accounting Standards Board ("FASB") issued Statement of Financial Accounting Standards ("SFAS") No. 157, "Fair Value Measurements." SFAS No. 157 defines fair value, establishes a framework for measuring fair value, and expands disclosures about fair value measurements. In February 2008, the FASB issued FASB Staff Position ("FSP") SFAS 157-1, Application of FASB Statement No. 157 to FASB Statement No. 13 and Other Accounting Pronouncements That Address Fair Value Measurements for Purpose of Lease Classification or Measurement under Statement 13 ("FSP FAS 157-1") and FSP SFAS 157-2, Effective Date of SFAS No. 157 ("FSP FAS 157-2"). FSP FAS 157-2 defers the effective date of SFAS No. 157 for all non-financial assets and non-financial liabilities, except those that are recognized or disclosed at fair value in the financial statements on a recurring basis. FSP FAS 157-1 excludes from the scope of SFAS No. 157 certain leasing transactions accounted for under SFAS No. 13, Accounting for Leases. The Company adopted SFAS No. 157 and FSP FAS 157-1 on a prospective basis effective January 1, 2008. The adoption of SFAS No. 157 and FSP FAS 157-1 did not have a material impact on the Company's results of operations or financial condition.

2. Basis of Presentation: (Continued)

In February 2007, the FASB issued SFAS No. 159, "The Fair Value Option for Financial Assets and Financial Liabilities—Including an amendment of FASB Statement No. 115." SFAS No. 159 permits, at the option of the reporting entity, measurement of certain assets and liabilities at fair value. The Company adopted SFAS No. 159 on January 1, 2008. The adoption of SFAS No. 159 did not have a material effect on the Company's results of operations or financial condition as the Company did not elect to apply the fair value option to eligible financial instruments on that date.

In December 2007, the FASB issued SFAS No. 141 (revised), "Business Combinations." SFAS No. 141(R) requires all assets and assumed liabilities, including contingent liabilities, in a business combination to be recorded at their acquisition-date fair value rather than at historical costs. The Company is required to adopt SFAS No. 141 (R) on January 1, 2009. The Company is currently evaluating the impact of adoption on the Company's results of operations and financial condition.

In December 2007, the FASB issued SFAS No. 160, "Noncontrolling Interests in Consolidated Financial Statements—an amendment to ARB No. 51". SFAS No. 160 clarifies the accounting for a noncontrolling interest or minority interest in a subsidiary included in consolidated financial statements. The Company is required to adopt SFAS No. 160 on January 1, 2009 and the Company is currently evaluating the impact of the adoption on the Company's results of operations and financial condition.

In March 2008, the FASB issued SFAS No. 161, "Disclosures about Derivative Instruments and Hedging Activities—An Amendment of FASB Statement No. 133." SFAS No. 161 requires additional disclosures on derivative instruments and hedging activities and their effect on the reporting entities financial statements. The Company is required to adopt SFAS No. 161 on January 1, 2009 and does not expect the adoption to have a material impact on the Company's results of operations or financial condition.

In May 2008, the FASB issued FSP APB 14-1 "Accounting for Convertible Debt Instruments That May Be Settled in Cash upon Conversion (Including Partial Cash Settlement)" ("FSP APB 14-1"). FSP APB 14-1 requires that convertible debt instruments that may be settled in cash to be separated into liability and equity components in a manner that will reflect the reporting entity's nonconvertible debt borrowing rate. The Company is required to adopt FSP APB 14-1 on January 1, 2009 and is currently evaluating the impact of adoption on the Company's results of operations or financial condition.

Fair Value of Financial Instruments:

On January 1, 2008, the Company adopted SFAS No. 157, "Fair Value Measurements." SFAS No. 157 defines fair value, establishes a framework for measuring fair value and expands disclosures about fair value measurements. SFAS No. 157 establishes a fair value hierarchy that distinguishes between market participant assumptions based on market data obtained from sources independent of the reporting entity and the reporting entity's own assumptions about market participant assumptions.

Level 1 inputs utilize quoted prices in active markets for identical assets or liabilities that the Company has the ability to access. Level 2 inputs are inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 inputs may include quoted prices for similar assets and liabilities in active markets, as well as inputs that are

2. Basis of Presentation: (Continued)

observable for the asset or liability (other than quoted prices), such as interest rates, foreign exchange rates, and yield curves that are observable at commonly quoted intervals. Level 3 inputs are unobservable inputs for the asset or liability, which is typically based on an entity's own assumptions, as there is little, if any, related market activity. In instances where the determination of the fair value measurement is based on inputs from different levels of the fair value hierarchy, the level in the fair value hierarchy within which the entire fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety. The Company's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment, and considers factors specific to the asset or liability.

The Company calculates the fair value of financial instruments and includes this additional information in the notes to consolidated financial statements when the fair value is different than the carrying value of those financial instruments. When the fair value reasonably approximates the carrying value, no additional disclosure is made.

Reclassifications:

Certain prior year amounts have been reclassified to conform to the current year presentation. The Company reclassified loss on early extinguishment of debt to be included in total expenses in the consolidated statements of operations.

3. Earnings per Share:

The computation of basic earnings per share ("EPS") is based on net income available to common stockholders and the weighted average number of common shares outstanding for the three months ended March 31, 2008 and 2007. The computation of diluted earnings per share includes the dilutive effect of share and unit-based compensation plans and convertible senior notes calculated using the treasury stock method and the dilutive effect of all other dilutive securities calculated using the "if-converted" method. The OP Units and MACWH, LP common units not held by the Company have been included in the diluted EPS calculation since they may be redeemed on a one-for-one basis for

3. Earnings per Share: (Continued)

common stock or cash, at the Company's option. The following table reconciles the basic and diluted earnings per share calculation (dollars and shares in thousands):

	For the Three Months Ended March 31,					
	2008			2007		
	Net Income	Shares	Per Share	Net Income	Shares	Per Share
Net income	$ 98,082			$ 6,083		
Less: preferred dividends	2,454			2,575		
Basic EPS:						
Net income available to common stockholders	95,628	72,342	$ 1.32	3,508	71,669	$ 0.05
Diluted EPS:						
Conversion of partnership units	16,598	12,553		638	13,053	
Share and unit-based plans(1)	—	328		—	312	
Convertible preferred stock(2)	2,454	3,067		—	—	
Net income available to common stockholders	$ 114,680	88,290	$ 1.30	$ 4,146	85,034	$ 0.05

(1) Diluted EPS excludes 280,847 of unvested restricted shares of common stock for the three months ended March 31, 2008, as its effect was antidilutive to net income available to common stockholders. Additionally, the convertible senior notes (See Note 10—Bank and Other Notes Payable) are excluded from diluted EPS for the three months ended March 31, 2008 and 2007 as their effect would be antidilutive to net income available to common stockholders.

(2) The convertible preferred stock (See Note 17—Cumulative Convertible Redeemable Preferred Stock) can be converted on a one-for-one basis for common stock. The convertible preferred stock was dilutive to net income available to common stockholders for the three months ended March 31, 2008. The 3,627,131 shares of convertible preferred stock was excluded from diluted EPS for the three months ended March 31, 2007 as their effect was antidilutive to net income available to common stockholders.

The minority interest in the Operating Partnership as reflected in the Company's consolidated statements of operations has been allocated for EPS calculations as follows:

	For the Three Months Ended March 31,	
	2008	2007
Income from continuing operations	$ 1,100	$ 606
Discontinued operations:		
Gain (loss) on sale of assets	14,681	(44)
Income from discontinued operations	817	76
Total	$ 16,598	$ 638

(Dollars in thousands, except per share amounts)

3. Earnings per Share: (Continued)

The Company had an 85% ownership interest in the Operating Partnership as of March 31, 2008 and December 31, 2007. The remaining 15% limited partnership interest as of March 31, 2008 and December 31, 2007 was owned by certain of the Company's executive officers and directors, certain of their affiliates, and other outside investors in the form of OP Units. The OP Units may be redeemed on a one-for-one basis for common shares or cash, at the Company's option. The redemption value for each OP Unit of the Company as of any balance sheet date is the amount equal to the average of the closing quoted price per share of the Company's common stock, par value $.01 per share, as reported on the New York Stock Exchange for the ten trading days immediately preceding the respective balance sheet date. Accordingly, as of March 31, 2008 and December 31, 2007, the aggregate redemption value of the then-outstanding OP Units not owned by the Company was $859,960 and $904,150, respectively.

4. Investments in Unconsolidated Joint Ventures:

The following are the Company's investments in unconsolidated joint ventures. The Operating Partnership's interest in each joint venture property as of March 31, 2008 was as follows:

Joint Venture	Partnership's Ownership %(1)
Biltmore Shopping Center Partners LLC	50.0%
Camelback Colonnade SPE LLC	75.0%
Chandler Festival SPE LLC	50.0%
Chandler Gateway SPE LLC	50.0%
Chandler Village Center, LLC	50.0%
Coolidge Holding LLC	37.5%
Corte Madera Village, LLC	50.1%
Desert Sky Mall—Tenants in Common	50.0%
East Mesa Land, L.L.C.	50.0%
East Mesa Mall, L.L.C.—Superstition Springs Center	33.3%
Jaren Associates #4	12.5%
Kierland Tower Lofts, LLC	15.0%
Macerich Northwestern Associates	50.0%
Macerich SanTan Phase 2 SPE LLC - SanTan Village Power Center	34.9%
MetroRising AMS Holding LLC	15.0%
New River Associates—Arrowhead Towne Center	33.3%
North Bridge Chicago LLC	50.0%
NorthPark Land Partners, LP	50.0%
NorthPark Partners, LP	50.0%
Pacific Premier Retail Trust	51.0%
PHXAZ/Kierland Commons, L.L.C.	24.5%
Propcor Associates	25.0%
Propcor II Associates, LLC—Boulevard Shops	50.0%
Scottsdale Fashion Square Partnership	50.0%
SDG Macerich Properties, L.P.	50.0%
The Market at Estrella Falls LLC	36.1%

(Dollars in thousands, except per share amounts)

4. Investments in Unconsolidated Joint Ventures: (Continued)

Tysons Corner Holdings LLC	50.0%
Tysons Corner LLC	50.0%
Tysons Corner Property Holdings II LLC	50.0%
Tysons Corner Property Holdings LLC	50.0%
Tysons Corner Property LLC	50.0%
WM Inland, L.L.C.	50.0%
West Acres Development, LLP	19.0%
Westcor/Gilbert, L.L.C.	50.0%
Westcor/Goodyear, L.L.C.	50.0%
Westcor/Queen Creek Commercial LLC	37.7%
Westcor/Queen Creek LLC	37.7%
Westcor/Queen Creek Medical LLC	37.7%
Westcor/Queen Creek Residential LLC	37.6%
Westcor/Surprise Auto Park LLC	33.3%
Westpen Associates	50.0%
WM Ridgmar, L.P.	50.0%
Wilshire Building—Tenants in Common	30.0%

(1) The Operating Partnership's ownership interest in this table reflects its legal ownership interest but may not reflect its economic interest since each joint venture has various agreements regarding cash flow, profits and losses, allocations, capital requirements and other matters.

The Company generally accounts for its investments in joint ventures using the equity method of accounting unless the Company has a controlling interest in the joint venture or is the primary beneficiary in a variable interest entity. Although the Company has a greater than 50% interest in Pacific Premier Retail Trust, Camelback Colonnade SPE LLC and Corte Madera Village, LLC, the Company shares management control with the partners in these joint ventures and accounts for these joint ventures using the equity method of accounting.

The Company had the following recent investments in unconsolidated joint venture interests:

On September 5, 2007, the Company purchased the remaining 50% outside ownership interest in Hilton Village, a 96,546 square foot specialty center in Scottsdale, Arizona. The total purchase price of $13,500 was funded by cash, borrowings under the Company's line of credit and the assumption of a mortgage note payable. The Center was previously accounted for under the equity method as an investment in unconsolidated joint ventures.

On October 25, 2007, the Company purchased a 30% tenants-in-common interest in the Wilshire Building, a 40,000 square foot strip center in Santa Monica, California. The total purchase price of $27,000 was funded by cash, borrowings under the Company's line of credit and the assumption of an $6,650 mortgage note payable. The results of the Wilshire Building are included below for the period subsequent to its date of acquisition.

(Dollars in thousands, except per share amounts)

4. Investments in Unconsolidated Joint Ventures: (Continued)

On January 10, 2008, the Company in a 50/50 joint venture, acquired The Shops at North Bridge, a 680,933 square foot urban shopping center in Chicago, Illinois, for a total purchase price of $515,000. The Company's share of the purchase price was funded by the assumption of a pro rata share of the $205,000 fixed rate mortgage on the Center and by borrowings under the Company's line of credit. The results of The Shops at North Bridge are included below for the period subsequent to its date of acquisition.

Combined and condensed balance sheets and statements of operations are presented below for all unconsolidated joint ventures.

Combined and Condensed Balance Sheets of Unconsolidated Joint Ventures:

	March 31, 2008	December 31, 2007
Assets(1):		
Properties, net	$ 4,798,599	$ 4,294,147
Other assets	470,035	456,919
Total assets	$ 5,268,634	$ 4,751,066
Liabilities and partners' capital(1):		
Mortgage notes payable(2)	$ 4,042,302	$ 3,865,593
Other liabilities	191,621	183,884
The Company's capital(3)	566,462	401,333
Outside partners' capital	468,249	300,256
Total liabilities and partners' capital	$ 5,268,634	$ 4,751,066

(1) These amounts include the assets and liabilities of the following significant joint ventures:

	SDG Macerich Properties, L.P.	Pacific Premier Retail Trust	Tysons Corner LLC
As of March 31, 2008:			
Total Assets	$ 897,799	$ 1,037,320	$ 638,583
Total Liabilities	$ 824,186	$ 843,066	$ 365,923
As of December 31, 2007:			
Total Assets	$ 904,186	$ 1,026,973	$ 640,179
Total Liabilities	$ 826,291	$ 842,816	$ 364,554

(2) Certain joint ventures have debt that could become recourse debt to the Company should the joint venture be unable to discharge the obligations of the related debt. As of March 31, 2008 and December 31, 2007, the total amount of debt that could become recourse to the Company was $8,655.

(3) The Company's investment in unconsolidated joint ventures was $465,848 and $384,310 more than the underlying equity as reflected in the joint ventures' financial statements as of March 31, 2008 and December 31, 2007, respectively. This represents the difference between the cost of the investment and the book value of the underlying equity of the joint venture. The Company is amortizing this difference into income on a straight-line basis, consistent with the lives of the underlying assets. The amortization of this difference was $1,160 and $1,560 for the three months ended March 31, 2008 and 2007, respectively.

(Dollars in thousands, except per share amounts)

4. Investments in Unconsolidated Joint Ventures: (Continued)

Combined and Condensed Statements of Operations of Unconsolidated Joint Ventures:

	SDG Macerich Properties, L.P.	Pacific Premier Retail Trust	Tysons Corner LLC	Other Joint Ventures	Total
Three Months Ended March 31, 2008					
Revenues:					
Minimum rents	$ 23,201	$ 31,949	$ 15,094	$ 68,209	$ 138,453
Percentage rents	930	1,124	453	2,188	4,695
Tenant recoveries	12,427	12,916	9,033	34,398	68,774
Other	1,091	1,099	606	6,122	8,918
Total revenues	37,649	47,088	25,186	110,917	220,840
Expenses:					
Shopping center and operating expenses	14,946	13,137	7,714	39,411	75,208
Interest expense	11,628	11,605	4,116	29,540	56,889
Depreciation and amortization	7,451	7,832	4,622	23,324	43,229
Total operating expenses	34,025	32,574	16,452	92,275	175,326
Gain on sale of assets	—	—	—	8,616	8,616
Net income	$ 3,624	$ 14,514	$ 8,734	$ 27,258	$ 54,130
Company's equity in net income	$ 1,812	$ 7,385	$ 4,367	$ 8,734	$ 22,298
Three Months Ended March 31, 2007					
Revenues:					
Minimum rents	$ 23,149	$ 30,885	$ 15,946	$ 59,825	$ 129,805
Percentage rents	1,213	1,585	(43)	1,967	4,722
Tenant recoveries	11,961	12,020	8,252	29,514	61,747
Other	941	957	430	3,584	5,912
Total revenues	37,264	45,447	24,585	94,890	202,186
Expenses:					
Shopping center and operating expenses	14,799	12,432	6,250	32,854	66,335
Interest expense	11,470	12,288	4,197	25,640	53,595
Depreciation and amortization	7,263	7,583	5,264	26,068	46,178
Total operating expenses	33,532	32,303	15,711	84,562	166,108
Loss on sale of assets	(4,764)	—	—	—	(4,764)
Net (loss) income	$ (1,032)	$ 13,144	$ 8,874	$ 10,328	$ 31,314
Company's equity in net (loss) income	$ (516)	$ 6,693	$ 3,353	$ 4,953	$ 14,483

Significant accounting policies used by the unconsolidated joint ventures are similar to those used by the Company.

4. Investments in Unconsolidated Joint Ventures: (Continued)

Included in mortgage notes payable are amounts due to affiliates of Northwestern Mutual Life ("NML") of $124,362 and $125,984 as of March 31, 2008 and December 31, 2007, respectively. NML is considered a related party because it is a joint venture partner with the Company in Macerich Northwestern Associates. Interest expense incurred on these borrowings amounted to $2,105 and $2,179 for the three months ended March 31, 2008 and 2007, respectively.

5. Derivative Instruments and Hedging Activities:

The Company recognizes all derivatives in the consolidated financial statements and measures the derivatives at fair value. The Company uses derivative financial instruments in the normal course of business to manage or reduce its exposure to adverse fluctuations in interest rates. The Company designs its hedges to be effective in reducing the risk exposure that they are designated to hedge. Any instrument that meets the cash flow hedging criteria in SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities," is formally designated as a cash flow hedge at the inception of the derivative contract. On an ongoing quarterly basis, the Company adjusts its balance sheet to reflect the current fair value of its derivatives. To the extent they are effective, changes in fair value of derivatives are recorded in comprehensive income. Ineffective portions, if any, are included in net income. No ineffectiveness was recorded in net income during the three months ended March 31, 2008 or 2007. If any derivative instrument used for risk management does not meet the hedging criteria, it is marked-to-market each period in the consolidated statements of operations. As of March 31, 2008, four of the Company's derivative instruments were not designated as cash flow hedges. Changes in the market value of these derivative instruments are recorded in the consolidated statements of operations.

As of March 31, 2008 and December 31, 2007, the Company had $45 and $286, respectively, reflected in other comprehensive income related to treasury rate locks settled in prior years. The Company reclassified $241 and $238 for the three months ended March 31, 2008 and 2007, respectively, related to treasury rate lock transactions settled in prior years from accumulated other comprehensive income to earnings. It is anticipated that the remaining $45 will be reclassified during the remainder of 2008.

Interest rate swap and cap agreements are purchased by the Company from third parties. Amounts received (paid) as a result of these agreements are recorded as a decrease (increase) to interest expense. The Company recorded other comprehensive loss of $23,857 and $3,693 related to the marking-to-market of interest rate swap and cap agreements for the three months ended March 31, 2008 and 2007, respectively. The amount expected to be reclassified to interest expense in the next 12 months is immaterial.

The fair values of interest rate swap and cap agreements are determined using the market standard methodology of discounting the future expected cash receipts that would occur if variable interest rates fell below or rose above the strike rate of the interest rate swap and cap agreements. The variable interest rates used in the calculation of projected receipts on the interest rate swap and cap agreements are based on an expectation of future interest rates derived from observable market interest rate curves and volatilities. To comply with the provisions of SFAS No. 157, the Company incorporates credit valuation adjustments to appropriately reflect both its own nonperformance risk and

(Dollars in thousands, except per share amounts)

5. Derivative Instruments and Hedging Activities: (Continued)

the respective counterparty's nonperformance risk in the fair value measurements. In adjusting the fair value of its derivative contracts for the effect of nonperformance risk, the Company has considered the impact of netting and any applicable credit enhancements, such as collateral postings, thresholds, mutual puts, and guarantees.

Although the Company has determined that the majority of the inputs used to value its derivatives fall within Level 2 of the fair value hierarchy, the credit valuation adjustments associated with its derivatives utilize Level 3 inputs, such as estimates of current credit spreads to evaluate the likelihood of default by itself and its counterparties. However, as of March 31, 2008, the Company has assessed the significance of the impact of the credit valuation adjustments on the overall valuation of its derivative positions and has determined that the credit valuation adjustments are not significant to the overall valuation of its derivatives. As a result, the Company has determined that its derivative valuations in their entirety are classified in Level 2 of the fair value hierarchy.

The following table presents the Company's assets and liabilities measured at fair value on a recurring basis as of March 31, 2008:

	Quoted Prices in Active Markets for Identical Assets and Liabilities (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Balance at March 31, 2008
Liabilities				
Derivative Instruments	$ —	$ 51,512	$ —	$ 51,512

6. Property:

Property consists of the following:

	March 31, 2008	December 31, 2007
Land	$ 1,050,744	$ 1,146,096
Building improvements	4,778,940	5,121,442
Tenant improvements	253,979	285,395
Equipment and furnishings	78,788	83,199
Construction in progress	623,566	442,670
	6,786,017	7,078,802
Less accumulated depreciation	(847,266)	(891,329)
	$ 5,938,751	$ 6,187,473

Depreciation expense was $47,151 and $38,249 for the three months ended March 31, 2008 and 2007, respectively.

The Company recognized a gain on sale of land of $674 and $1,719 during the three months ended March 31, 2008 and 2007, respectively. In addition, the Company recognized a gain on sale of equipment and furnishings of $33 during the three months ended March 31, 2007.

(Dollars in thousands, except per share amounts)

7. Marketable Securities:

Marketable securities consist of the following:

	March 31, 2008	December 31, 2007
Government debt securities, at par value	$ 30,352	$ 30,544
Less discount	(1,417)	(1,501)
	28,935	29,043
Unrealized gain	3,334	2,183
Fair value	$ 32,269	$ 31,226

Future contractual maturities of marketable securities at March 31, 2008 are as follows:	
1 year or less	$ 1,244
2 to 5 years	4,060
6 to 10 years	25,048
	$ 30,352

The proceeds from maturities and interest receipts from the marketable securities are restricted to the service of the $27,518 note on which the Company remains obligated following the sale of Greeley Mall on July 27, 2006 (See Note 10—Bank and Other Notes Payable).

(Dollars in thousands, except per share amounts)

8. Deferred Charges And Other Assets:

Deferred charges and other assets are summarized as follows:

	March 31, 2008	December 31, 2007
Leasing	$ 133,261	$ 139,343
Financing	45,953	47,406
Intangible assets resulting from SFAS No. 141 allocations:		
In-place lease values	148,474	201,863
Leasing commissions and legal costs	25,394	35,728
	353,082	424,340
Less accumulated amortization(1)	(134,626)	(175,353)
	218,456	248,987
Other assets	81,942	137,815
	$ 300,398	$ 386,802

(1) Accumulated amortization includes $67,309 and $101,951 relating to intangibles resulting from SFAS No. 141 allocations at March 31, 2008 and December 31, 2007, respectively.

The allocated values of above market leases included in deferred charges and other assets, net and the below market leases included in other accrued liabilities, related to SFAS No. 141, consist of the following:

	March 31, 2008	December 31, 2007
Above Market Leases		
Original allocated value	$ 65,752	$ 65,752
Less accumulated amortization	(45,503)	(38,530)
	$ 20,249	$ 27,222
Below Market Leases		
Original allocated value	$ 156,667	$ 156,667
Less accumulated amortization	(103,981)	(93,090)
	$ 52,686	$ 63,577

(Dollars in thousands, except per share amounts)

9. Mortgage Notes Payable:

Mortgage notes payable consist of the following:

	Carrying Amount of Mortgage Notes(a)						
	March 31, 2008		December 31, 2007				
Property Pledged as Collateral	Other	Related Party	Other	Related Party	Interest Rate	Monthly Payment Term(b)	Maturity Date
Capitola Mall	$ —	$ 38,865	$ —	$ 39,310	7.13%	380	2011
Cactus Power Center(c)	636		—		4.15%	2	2011
Carmel Plaza	26,141	—	26,253	—	8.18%	202	2009
Chandler Fashion Center	168,983	—	169,789	—	5.52%	1,043	2012
Chesterfield Towne Center(d)	55,317	—	55,702	—	9.07%	548	2024
Danbury Fair Mall	174,821	—	176,457	—	4.64%	1,225	2011
Deptford Mall	172,500	—	172,500	—	5.41%	778	2013
Eastview Commons(e)	—	—	8,814	—	5.46%	—	—
Eastview Mall(e)	—	—	101,007	—	5.10%	—	—
Fiesta Mall	84,000	—	84,000	—	4.98%	348	2015
Flagstaff Mall	37,000	—	37,000	—	5.03%	155	2015
FlatIron Crossing	186,881	—	187,736	—	5.26%	1,102	2013
Freehold Raceway Mall	176,196	—	177,686	—	4.68%	1,184	2011
Fresno Fashion Fair	63,326	—	63,590	—	6.52%	437	2008
Great Northern Mall	40,112	—	40,285	—	5.19%	234	2013
Greece Ridge Center(e)	—	—	72,000	—	5.97%	—	—
Hilton Village	8,534	—	8,530	—	5.27%	37	2012
La Cumbre Plaza(f)	30,000	—	30,000	—	4.20%	105	2008
Marketplace Mall(e)	—	—	39,345	—	5.30%	—	—
Northridge Mall	80,762	—	81,121	—	4.94%	453	2009
Pacific View	88,498	—	88,857	—	7.16%	602	2011
Panorama Mall(g)	50,000	—	50,000	—	3.62%	151	2010
Paradise Valley Mall	20,993	—	21,231	—	5.89%	183	2009
Pittsford Plaza(e)	—	—	24,596	—	5.02%	—	—
Pittsford Plaza(e)	—	—	9,148	—	6.52%	—	—
Prescott Gateway	60,000	—	60,000	—	5.86%	293	2011
Promenade at Casa Grande(h)	88,332	—	79,964	—	5.86%	428	2009
Queens Center	90,120	—	90,519	—	7.11%	633	2009
Queens Center	108,070	108,071	108,539	108,538	7.00%	1,591	2013
Rimrock Mall	42,664	—	42,828	—	7.56%	320	2011
Salisbury, Center at	115,000	—	115,000	—	5.83%	559	2016
Santa Monica Place	78,733	—	79,014	—	7.79%	606	2010
Shoppingtown Mall	44,244	—	44,645	—	5.01%	319	2011
South Plains Mall	58,480	—	58,732	—	8.29%	454	2009
South Towne Center	64,000	—	64,000	—	6.66%	355	2008
Towne Mall	14,721	—	14,838	—	4.99%	100	2012
Tucson La Encantada	—	78,000	—	78,000	5.84%	364	2012
Twenty Ninth Street(i)	115,000	—	110,558	—	3.60%	345	2009
Valley River Center	120,000	—	120,000	—	5.60%	560	2016
Valley View Center	125,000	—	125,000	—	5.81%	605	2011
Victor Valley, Mall of(j)	—	—	51,211	—	4.60%	—	—
Village Fair North(k)	10,796	—	10,880	—	5.89%	82	2008
Vintage Faire Mall	64,130	—	64,386	—	7.91%	508	2010
Westside Pavilion	91,649	—	92,037	—	6.74%	628	2008
Wilton Mall	44,120	—	44,624	—	4.79%	349	2009
	$ 2,799,759	$ 224,936	$ 3,102,422	$ 225,848			

(Dollars in thousands, except per share amounts)

9. Mortgage Notes Payable: (Continued)

(a) The mortgage notes payable balances include the unamortized debt premiums (discounts). Debt premiums (discounts) represent the excess (deficiency) of the fair value of debt over (under) the principal value of debt assumed in various acquisitions and are amortized into interest expense over the remaining term of the related debt in a manner that approximates the effective interest method. The interest rate disclosed represents the effective interest rate, including the debt premium (discount) and deferred finance cost.

Debt premiums (discounts) consist of the following:

Property Pledged as Collateral	March 31, 2008	December 31, 2007
Danbury Fair Mall	$ 12,352	$ 13,405
Eastview Commons	—	573
Eastview Mall	—	1,736
Freehold Raceway Mall	11,514	12,373
Great Northern Mall	(157)	(164)
Hilton Village	(66)	(70)
Marketplace Mall	—	1,650
Paradise Valley Mall	319	392
Pittsford Plaza	—	857
Shoppingtown Mall	3,461	3,731
Towne Mall	441	464
Victor Valley, Mall of	—	54
Village Fair North	25	49
Wilton Mall	2,363	2,729
	$ 30,252	$ 37,779

(b) This represents the monthly payment of principal and interest.

(c) On March 20, 2008, the Company obtained a construction loan that provides for borrowings up to $101,000 and bears interest at LIBOR plus a spread of 1.10% to 1.35% depending on certain conditions. The loan matures on March 14, 2011, with two one-year extension options. At March 31, 2008, the total interest rate was 4.15%.

(d) In addition to monthly principal and interest payments, contingent interest, as defined in the loan agreement, may be due to the extent that 35% of the amount by which the property's gross receipts exceeds a base amount. Contingent interest expense recognized by the Company was $80 and $78 for the three months ended March 31, 2008 and 2007, respectively.

(e) On January 1, 2008, these loans were transferred in connection with the redemption of the participating convertible preferred units (See Rochester Properties in Note 14—Discontinued Operations).

(f) The floating rate loan bears interest at LIBOR plus 0.88% and matures on August 9, 2008, with a one-year extension option. The Company has an interest rate cap agreement over the loan term which effectively prevents LIBOR from exceeding 7.12%. At March 31, 2008 and December 31, 2007, the total interest rate was 4.20% and 6.48%, respectively.

(g) The floating rate loan bears interest at LIBOR plus 0.85% and matures in February 2010. There is an interest rate cap agreement on this loan which effectively prevents LIBOR from exceeding 6.65%. At March 31, 2008 and December 31, 2007, the total interest rate was 3.62% and 6.00%, respectively.

(h) The construction loan allows for total borrowings of up to $110,000, and bears interest at LIBOR plus a spread of 1.20% to 1.40% depending on certain conditions. The loan matures in August 2009, with two one-year extension options. At March 31, 2008 and December 31, 2007, the total interest rate was 5.86% and 6.35%, respectively.

(i) The construction loan allowed for total borrowings of up to $115,000, and bears interest at LIBOR plus a spread of .80%. The loan matures in June 2009, with a one-year extension option. At March 31, 2008 and December 31, 2007, the total interest rate was 3.60% and 5.93%, respectively.

(j) This loan was paid off in full on March 1, 2008. On May 6, 2008, the Company placed a new floating rate loan for $100,000 on the property, bearing interest at LIBOR plus 1.60% that matures on May 6, 2011 with two one-year extension options.

(k) This loan was paid off in full on April 16, 2008.

9. Mortgage Notes Payable: (Continued)

Most of the mortgage loan agreements contain a prepayment penalty provision for the early extinguishment of the debt.

Total interest expense capitalized was $7,053 and $5,357 for the three months ended March 31, 2008 and 2007, respectively.

The related party mortgage notes payable are amounts due to an affiliate of NML. See Note 11—Related Party Transactions for interest expense associated with these loans.

The fair value of mortgage notes payable is estimated to be approximately $3,126,325 and $3,437,032, at March 31, 2008 and December 31, 2007, respectively, based on current interest rates for comparable loans.

10. Bank and Other Notes Payable:

Bank and other notes payable consist of the following:

Convertible Senior Notes:

On March 16, 2007, the Company issued $950,000 in convertible senior notes ("Senior Notes") that are to mature on March 15, 2012. The Senior Notes bear interest at 3.25%, payable semiannually, are senior unsecured debt of the Company and are guaranteed by the Operating Partnership. Prior to December 14, 2011, upon the occurrence of certain specified events, the Senior Notes will be convertible at the option of the holder into cash, shares of the Company's common stock or a combination of cash and shares of the Company's common stock, at the election of the Company, at an initial conversion rate of 8.9702 shares per $1 principal amount. On and after December 15, 2011, the Senior Notes will be convertible at any time prior to the second business day preceding the maturity date at the option of the holder at the initial conversion rate. The initial conversion price of approximately $111.48 per share represented a 20% premium over the closing price of the Company's common stock on March 12, 2007. The initial conversion rate is subject to adjustment under certain circumstances. Holders of the Senior Notes do not have the right to require the Company to repurchase the Senior Notes prior to maturity except in connection with the occurrence of certain fundamental change transactions. The carrying value of the Senior Notes at March 31, 2008 and December 31, 2007 includes an unamortized discount of $7,515 and $7,988, respectively, incurred at issuance and is amortized into interest expense over the term of the Senior Notes in a manner that approximates the effective interest method. As of March 31, 2008 and December 31, 2007, the effective interest rate was 3.66%. The fair value of the Senior Notes is estimated to be approximately $806,835 and $809,305 at March 31, 2008 and December 31, 2007 based on current market price.

Concurrent with the issuance of the Senior Notes, the Company purchased two capped calls ("Capped Calls") from affiliates of the initial purchasers of the Senior Notes. The Capped Calls effectively increased the conversion price of the Senior Notes to approximately $130.06, which represents a 40% premium to the March 12, 2007 closing price of $92.90 per common share of the Company. The Capped Calls are expected to generally reduce the potential dilution upon exchange of the Senior Notes in the event the market value per share of the Company's common stock, as

10. Bank and Other Notes Payable: (Continued)

measured under the terms of the relevant settlement date, is greater than the strike price of the Capped Calls. If, however, the market value per share of the Company's common stock exceeds $130.06 per common share, then the dilution mitigation under the Capped Calls will be capped, which means there would be dilution from exchange of the Senior Notes to the extent that the market value per share of the Company's common stock exceeds $130.06. The cost of the Capped Calls was approximately $59,850 and was recorded as a charge to additional paid-in capital in 2007.

Line of Credit:

The Company has a $1,500,000 revolving line of credit that matures on April 25, 2010 with a one-year extension option. The interest rate fluctuates from LIBOR plus 0.75% to LIBOR plus 1.10% depending on the Company's overall leverage. The Company has an interest rate swap agreement that effectively fixed the interest rate on $400,000 of the outstanding balance of the line of credit at 6.23% until April 25, 2011. As of March 31, 2008 and December 31, 2007, borrowings outstanding were $1,323,000 and $1,015,000 at an average interest rate, excluding the $400,000 swapped portion, of 3.72% and 6.19%, respectively.

Term Notes:

On April 25, 2005, the Company obtained a five-year, $450,000 term loan bearing interest at LIBOR plus 1.50%. In November 2005, the Company entered into an interest rate swap agreement that effectively fixed the interest rate of the term loan at 6.30% from December 1, 2005 to April 25, 2010. As of March 31, 2008 and December 31, 2007, the entire term loan was outstanding with an effective interest rate of 6.50%.

On July 27, 2006, concurrent with the sale of Greeley Mall, the Company provided marketable securities to replace Greeley Mall as collateral for the mortgage note payable on the property (See Note 7—Marketable Securities). As a result of this transaction, the debt was reclassified to bank and other notes payable. This note bears interest at an effective rate of 6.34% and matures in September 2013. As of March 31, 2008 and December 31, 2007, the note had a balance outstanding of $27,518 and $27,676, respectively. The fair value is estimated to be $29,251 and $29,730 at March 31, 2008 and December 31, 2007, respectively, based on current interest rates on comparable loans.

As of March 31, 2008 and December 31, 2007, the Company was in compliance with all applicable loan covenants.

(Dollars in thousands, except per share amounts)

11. Related-Party Transactions:

Certain unconsolidated joint ventures have engaged the Management Companies to manage the operations of the Centers. Under these arrangements, the Management Companies are reimbursed for compensation paid to on-site employees, leasing agents and project managers at the Centers, as well as insurance costs and other administrative expenses. The following fees were charged to unconsolidated joint ventures:

	For the Three Months Ended March 31,	
	2008	2007
Management Fees		
MMC	$ 2,925	$ 2,562
Westcor Management Companies	1,855	1,603
Wilmorite Management Companies	420	428
	$ 5,200	$ 4,593
Development and Leasing Fees		
MMC	$ 99	$ 105
Westcor Management Companies	1,618	1,676
Wilmorite Management Companies	438	28
	$ 2,155	$ 1,809

Certain mortgage notes on the properties are held by NML (See Note 9—Mortgage Notes Payable). Interest expense in connection with these notes was $3,696 and $2,651 for the three months ended March 31, 2008 and 2007, respectively. Included in accounts payable and accrued expenses is interest payable to these partners of $1,145 and $1,150 at March 31, 2008 and December 31, 2007, respectively.

As of March 31, 2008 and December 31, 2007, the Company had loans to unconsolidated joint ventures of $376 and $604, respectively. Interest income associated with these notes was $12 for the three months ended March 31, 2008 and 2007. These loans represent initial funds advanced to development stage projects prior to construction loan funding. Correspondingly, loan payables in the same amount have been accrued as an obligation by the various joint ventures.

Due from affiliates of $5,556 and $5,729 at March 31, 2008 and December 31, 2007, respectively, represents unreimbursed costs and fees due from unconsolidated joint ventures under management agreements.

Certain Company officers and affiliates have guaranteed mortgages of $21,750 at one of the Company's joint venture properties.

12. Stock Repurchase Program:

On March 16, 2007, the Company repurchased 807,000 shares for $74,970 concurrent with the Senior Notes offering (See Note 10—Bank and Other Notes Payable). These shares were repurchased pursuant to the Company's stock repurchase program authorized by the Company's Board of Directors on March 9, 2007. This repurchase program ended on March 16, 2007 because the maximum shares allowed to be repurchased under the program was reached.

13. Acquisitions:

The following acquisitions were recently completed by the Company:

Hilton Village:

On September 5, 2007, the Company purchased the remaining 50% outside ownership interest in Hilton Village, a 96,546 square foot specialty center in Scottsdale, Arizona. The total purchase price of $13,500 was funded by cash, borrowings under the Company's line of credit and the assumption of a mortgage note payable. The Center was previously accounted for under the equity method as an investment in unconsolidated joint ventures. The results of Hilton Village's operations have been included in the Company's consolidated financial statements since the acquisition date.

Mervyn's:

On December 17, 2007, the Company purchased a portfolio of ground leasehold and/or fee simple interests in 39 Mervyn's department stores for $400,160. The Company purchased an additional ground leasehold interest on January 31, 2008 for $13,182 and a fee simple interest on February 29, 2008 for $19,338. All of the purchased properties are located in the Southwest United States. The purchase price was funded by cash and borrowings under the Company's line of credit. Concurrent with each acquisition, the Company entered into individual agreements to leaseback the properties to Mervyn's for terms of 14 to 20 years.

The purchase price allocation included in the Company's balance sheet date at March 31, 2008 and December 31, 2007 was based on information available at that time. Subsequent allocations may be made during the remainder of 2008. At acquisition, management identified 29 of the 41 aggregate properties in the portfolio as available for sale. These properties are located at shopping centers not owned or managed by the Company. The results of operations from these properties have been included in income from discontinued operations since the acquisition date (See Note 14—Discontinued Operations). The results of operations of the 12 Mervyn's properties not designated as assets held for sale have been included in continuing operations of the Company's consolidated financial statements since the acquisition date.

14. Discontinued Operations:

The following operations were recently disposed or designated as held for sale by the Company:

Mervyn's:

On December 17, 2007, the Company purchased a portfolio of ground leasehold and/or fee simple interests in 39 Mervyn's department stores for $400,160. The Company purchased an additional ground leasehold interest on January 31, 2008 for $13,182 and a fee simple interest on February 29, 2008 for $19,338. (See Note 13—Acquisitions). Upon closing of these acquisitions, management designated the 29 stores located at shopping centers not owned or managed by the Company in the portfolio as available for sale. The results of operations from these properties have been included in income from discontinued operations since the respective acquisition dates. The carrying value of these properties at March 31, 2008 and December 31, 2007 was $283,603 and $250,648, respectively, and has been recorded as assets held for sale.

14. Discontinued Operations: (Continued)

Rochester Redemption:

On April 25, 2005, the Company and the Operating Partnership acquired Wilmorite Properties, Inc., a Delaware corporation ("Wilmorite"), and Wilmorite Holdings, L.P., a Delaware limited partnership ("Wilmorite Holdings"). Wilmorite's portfolio included interests in 11 regional malls and two open-air community shopping centers with 13,400,000 square feet of space located in Connecticut, New York, New Jersey, Kentucky and Virginia. The total purchase price was approximately $2,333,333, plus adjustments for working capital, including the assumption of approximately $877,174 of existing debt with an average interest rate of 6.43% and the issuance of 3,426,609 Class A participating convertible preferred units ("PCPUs") valued at $213,786, 344,625 Class A non-participating convertible preferred units valued at $21,501 and 93,209 common units in Wilmorite Holdings valued at $5,815. The balance of the consideration to the equity holders of Wilmorite and Wilmorite Holdings was paid in cash, which was provided primarily by a five-year, $450,000 term loan bearing interest at LIBOR plus 1.50% and a $650,000 acquisition loan which had a term of up to two years and bore interest initially at LIBOR plus 1.60%. An affiliate of the Operating Partnership is the general partner and, together with other affiliates, owned as of December 31, 2007 approximately 84% of Wilmorite Holdings, with the remaining 16% held by those limited partners of Wilmorite Holdings who elected to receive convertible preferred units or common units in Wilmorite Holdings rather than cash. These interests represented a minority interest in MACWH LP, a subsidiary of the Operating Partnership and successor in interest in Wilmorite Holdings, which in turn holds the Wilmorite portfolio, and were recorded at predecessor basis, representing, at acquisition date, a $195,905 reduction from fair value in the balance sheet with the earnings attributable to these interests reported as minority interest in consolidated joint ventures in the consolidated statements of operations.

On January 1, 2008, a subsidiary of The Operating Partnership, at the election of the holders, redeemed the 3,426,609 PCPUs. As a result of the redemption, the Company received the 16.32% minority interest in the portion of the Wilmorite portfolio that included Danbury Fair Mall, Freehold Raceway Mall, Great Northern Mall, Rotterdam Square, Shoppingtown Mall, Towne Mall, Tysons Corner Center and Wilton Mall, collectively referred to as the "Non-Rochester Properties", including approximately 18,000 in cash held at those properties, for total consideration of $224,393, in exchange for the Company's ownership interest in the portion of the Wilmorite portfolio that consisted of Eastview Commons, Eastview Mall, Greece Ridge Center, Marketplace Mall and Pittsford Plaza, collectively referred to as the "Rochester Properties." Included in the redemption consideration was the assumption of the remaining 16.32% interest in the indebtedness of the Non-Rochester Properties, which had an estimated fair value of $105,962. The Company determined the fair value of the debt using a present value model based upon the terms of equivalent debt and upon credit spreads made available to the Company. The fair value of the debt consisted of $71,032 of Level 2 inputs and $34,930 of Level 3 inputs in accordance with SFAS No. 157. The source of the Level 2 inputs involved the use of the nominal weekly average of the U.S. treasury rates. In addition, the Company also received additional consideration of $11,763, in the form of a note, for certain working capital adjustments, extraordinary capital expenditures, leasing commissions, tenant allowances, and decreases in indebtedness during the Company's period of ownership of the Rochester Properties. The Company recognized a gain of $99,263 on the exchange based on the difference between the fair value of the

(Dollars in thousands, except per share amounts)

14. Discontinued Operations: (Continued)

additional interest acquired in the Non-Rochester Properties and the carrying value of the Rochester Properties, net of minority interest. This exchange is referred herein as the "Rochester Redemption."

As a result of the Rochester Redemption, the Company recorded a credit to additional paid-in capital of $172,805 due to the reversal of adjustments to minority interest for the redemption value on the Rochester Properties over the Company's historical cost. In addition, the Company recorded a step-up in the basis of approximately $218,812 in the remaining portion of the Non-Rochester Properties.

The Company has classified the results of operations for the three months ended March 31, 2008 and 2007 for all of the above dispositions as discontinued operations.

The loss on sale of assets from discontinued operations of $289 for the three months ended March 31, 2007 consisted of additional costs related to properties sold in 2006.

Revenues and income from discontinued operations were as follows:

	For the Three Months Ended March 31,	
	2008	2007
Revenues:		
Scottsdale/101	$ 10	$ 15
Park Lane Mall	—	12
Holiday Village	338	65
Greeley Mall	—	(2)
Great Falls Marketplace	(64)	—
Citadel Mall	—	85
Northwest Arkansas Mall	—	24
Crossroads Mall	—	38
Mervyn's	7,698	—
Rochester Properties	—	18,873
	$ 7,982	$ 19,110
Income from discontinued operations:		
Scottsdale/101	$ 2	$ 2
Park Lane Mall	—	18
Holiday Village	338	63
Greeley Mall	—	(7)
Great Falls Marketplace	(64)	1
Citadel Mall	—	60
Northwest Arkansas Mall	—	5
Crossroads Mall	—	37
Mervyn's	5,249	—
Rochester Properties	—	317
	$ 5,525	$ 496

15. Commitments and Contingencies:

The Company has certain properties that are subject to non-cancelable operating ground leases. The leases expire at various times through 2097, subject in some cases, to options to extend the terms of the lease. Certain leases provide for contingent rent payments based on a percentage of base rental income as defined in the lease agreements. Ground rent expense was $1,817 and $867 for the three months ended March 31, 2008 and 2007, respectively. No contingent rent was incurred in either period.

As of March 31, 2008 and December 31, 2007, the Company was contingently liable for $6,361 in letters of credit guaranteeing performance by the Company of certain obligations relating to the Centers. The Company does not believe that these letters of credit will result in a liability to the Company. In addition, the Company has a $24,000 letter of credit that serves as collateral to a liability assumed in the acquisition of Shoppingtown Mall in 2005.

The Company has entered into a number of construction agreements related to its redevelopment and development activities. Obligations under these agreements are contingent upon the completion of the services within the guidelines specified in the agreement. At March 31, 2008, the Company had $82,202 in outstanding obligations, which it believes will be settled in the next twelve months.

16. Share and Unit-Based Plans:

The Company has established share and unit-based compensation plans for the purpose of attracting and retaining executive officers, directors and key employees. The share-based compensation plans provide for grants of stock awards, stock options, operating partnership units and phantom stock units. In addition, the Company has established an Employee Stock Purchase Plan to allow employees to purchase the Company's common stock at a discount.

The Company accounts for its share and unit-based compensation plans in accordance with SFAS No. 123(R), "Share-Based Payment." Under SFAS No. 123(R), an equity instrument is not recorded to common stockholders' equity until the related compensation expense is recorded over the requisite service period of the award. The Company records compensation cost on a straight-line basis for awards, excluding the market-indexed awards under the Long-Term Incentive Plan ("LTIP"). Compensation cost for the market-indexed LTIP awards are recognized under the graded attribution method.

On March 7, 2008, the Company granted 1,257,134 stock appreciation rights ("SARs") to certain executives of the Company as an additional component of compensation. The SARs vest on March 15, 2011. Once the SARs have vested, the executive will have up to 10-years from the grant date to exercise the SARs. There is no performance requirement, only a service condition of continued employment. Upon exercise, the executives will receive unrestricted common shares for the appreciation in value of the SARs from the grant date to the exercise date. The Company has measured the value of each SAR to be $7.68 as determined using the Black-Scholes Option Pricing Model based upon the following assumptions: volatility of 22.52%, dividend yield of 5.23%, risk free rate of 3.15%, current value of $61.17 and an expected term of 8 years. The assumptions for volatility and dividend yield were based on the Company's historical experience as a publicly traded company, the current value was based on the closing price on the date of grant and the risk free rate was based upon the interest rate of the 10-year treasury bond on the date of grant.

(Dollars in thousands, except per share amounts)

16. Share and Unit-Based Plans: (Continued)

The following table summarizes the activity of the other non-vested share and unit-based plans:

	LTIP Units		Stock Awards		Phantom Stock	
	Number of Units	Weighted Average Grant Date Fair Value	Number of Shares	Weighted Average Grant Date Fair Value	Number of Units	Weighted Average Grant Date Fair Value
Balance at January 1, 2008	187,387	$ 55.90	336,072	$ 77.21	6,419	$ 83.86
Granted	118,780	$ 61.17	127,273	$ 61.17	1,609	$ 62.69
Vested	(6,817)	$ 89.21	(182,498)	$ 70.06	(2,412)	$ 69.72
Forfeited	—				—	
Balance at March 31, 2008	299,350	$ 57.02	280,847	$ 74.58	5,616	$ 83.86

The following summarizes the compensation cost under share and unit-based plans:

	For the Three Months Ended March 31,	
	2008	2007
LTIP units	$ 1,275	$ 1,990
Stock awards	3,348	2,767
Stock options	148	—
Stock appreciation rights	219	—
Phantom stock units	167	67
	$ 5,157	$ 4,824

The Company capitalized share and unit-based compensation costs of $2,271 and $1,431 during the three months ended March 31, 2008 and 2007, respectively.

17. Cumulative Convertible Redeemable Preferred Stock:

On February 25, 1998, the Company issued 3,627,131 shares of Series A cumulative convertible redeemable preferred stock ("Series A Preferred Stock") for proceeds totaling $100,000 in a private placement. The preferred stock can be converted on a one for one basis into common stock and will pay a quarterly dividend equal to the greater of $0.46 per share, or the dividend then payable on a share of common stock.

No dividends will be declared or paid on any class of common or other junior stock to the extent that dividends on Series A Preferred Stock have not been declared and/or paid.

The holders of Series A Preferred Stock have redemption rights if a change in control of the Company occurs, as defined under the Articles Supplementary. Under such circumstances, the holders of the Series A Preferred Stock are entitled to require the Company to redeem their shares, to the extent the Company has funds legally available therefor, at a price equal to 105% of its liquidation preference plus accrued and unpaid dividends. The Series A Preferred Stock holder also has the right to require the Company to repurchase its shares if the Company fails to be taxed as a REIT for federal tax purposes at a price equal to 115% of its liquidation preference plus accrued and unpaid dividends, to the extent funds are legally available therefor.

(Dollars in thousands, except per share amounts)

17. Cumulative Convertible Redeemable Preferred Stock: (Continued)

On October 18, 2007, the holder of Series A Preferred Stock converted 560,000 shares to common shares.

The total liquidation preference as of March 31, 2008 was $84,561.

18. Income Taxes:

The Company elected to be taxed as a REIT under the Internal Revenue Code of 1986, as amended, commencing with its taxable year ended December 31, 1994. To qualify as a REIT, the Company must meet a number of organizational and operational requirements, including a requirement that it distribute at least 90% of its taxable income to its stockholders. It is management's current intention to adhere to these requirements and maintain the Company's REIT status. As a REIT, the Company generally will not be subject to corporate level federal income tax on net income it distributes currently to its stockholders. If the Company fails to qualify as a REIT in any taxable year, then it will be subject to federal income taxes at regular corporate rates (including any applicable alternative minimum tax) and may not be able to qualify as a REIT for four subsequent taxable years. Even if the Company qualifies for taxation as a REIT, the Company may be subject to certain state and local taxes on its income and property and to federal income and excise taxes on its undistributed taxable income, if any.

Each partner is taxed individually on its share of partnership income or loss, and accordingly, no provision for federal and state income tax is provided for the Operating Partnership in the consolidated financial statements.

The Company has made Taxable REIT Subsidiary elections for all of its corporate subsidiaries other than its Qualified REIT Subsidiaries. The elections, effective for the year beginning January 1, 2001 and future years, were made pursuant to section 856(l) of the Internal Revenue Code. The Company's Taxable REIT Subsidiaries ("TRSs") are subject to corporate level income taxes which are provided for in the Company's consolidated financial statements. The Company's primary TRSs include Macerich Management Company and Westcor Partners, L.L.C.

The income tax (provision) benefit of the TRSs is as follows:

	For the Three Months Ended March 31,	
	2008	2007
Current	$ (7)	$ (9)
Deferred	(294)	129
Total income tax (provision) benefit	$ (301)	$ 120

SFAS No. 109 requires recognition of deferred tax assets and liabilities for the expected future tax consequences of events that have been included in the financial statements or tax returns. Under this method, deferred tax assets and liabilities are determined based on the differences between the financial reporting and tax bases of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. The deferred tax assets and liabilities of the TRSs relate primarily to differences in the book and tax bases of property and to operating loss carryforwards for

18. Income Taxes: (Continued)

federal and state income tax purposes. A valuation allowance for deferred tax assets is provided if the Company believes it is more likely than not that all or some portion of the deferred tax assets will not be realized. Realization of deferred tax assets is dependent on the Company generating sufficient taxable income in future periods. The net operating loss carryforwards are currently scheduled to expire through 2028, beginning in 2012. Net deferred tax assets were $12,563 and $12,080 at March 31, 2008 and December 31, 2007 respectively.

The Company adopted the provisions of FASB Interpretation No. 48, "Accounting for Uncertainty in Income Taxes—an interpretation of FASB Statement No. 109," on January 1, 2007. The adoption of this standard did not have a material impact on the Company's results of operations or financial condition. At the adoption date of January 1, 2007, the Company had $1,574 of unrecognized tax benefit, all of which would affect the Company's effective tax rate if recognized, and which was recorded as a charge to accumulated deficit. At March 31, 2008, the Company had $2,063 of unrecognized tax benefit. As a result of tax positions taken during the current year, an increase in the unrecognized tax benefit of $157 was included in the Company's consolidated statements of operations.

The tax years 2004 to 2007 remain open to examination by the taxing jurisdictions to which the Company is subject. The Company does not expect that the total amount of unrecognized tax benefit will materially change within the next 12 months.

19. Segment Information:

The Company currently operates in one business segment, the acquisition, ownership, development, redevelopment, management and leasing of regional and community shopping centers. Additionally, the Company operates in one geographic area, the United States.

20. Restatement:

Subsequent to the filing of the Company's Annual Report on Form 10-K for the year ended December 31, 2007, management determined that the consolidated financial statements as of December 31, 2007 and December 31, 2006, and for each of the three years during the period ended December 31, 2007 required restatement to correctly account for the acquisition of Wilmorite and Wilmorite Holdings and the convertible preferred units ("CPU's") issued to prior owners in connection with the acquisition of the Wilmorite portfolio (see Note 14—Discontinued Operations). The Company improperly applied purchase accounting to 100% of the Wilmorite and Wilmorite Holdings acquisition and therefore minority interests in the Wilmorite portfolio were improperly recorded at fair value at the time of acquisition and presented outside of permanent equity as Class A participating and non-participating convertible preferred securities in the consolidated balance sheets with the periodic distributions reflected as preferred dividends as a reduction of net income available to common stockholders within the consolidated statements of operations. Upon further consideration, the Company determined that these interests represent a minority interest in MACWH LP, which in turn holds the Wilmorite portfolio. Accordingly, the Company should only have applied purchase accounting to the extent of its proportionate interest in MACWH LP. The Company has corrected the accounting for these interests by recording a reduction in these interests of $195,905 from fair value to predecessor basis in the consolidated balance sheets with the earnings and dividends paid attributable to these interests reported as minority interests in consolidated joint ventures in the consolidated statements of

(Dollars in thousands, except per share amounts)

20. Restatement: (Continued)

operations. The adjustment also includes a reduction in depreciation expense from the 100% stepped up property basis previously reported.

In addition, because the participating CPU's were redeemable for the Rochester Properties (assets of MACWH LP) at the option of the CPU holders, they are subject to EITF Topic D-98, "Classification and Measurement of Redeemable Securities" and accounted for as redeemable minority interest at the greater of their redemption value or amount that would result from applying Accounting Research Bulletin No. 51 "Consolidated Financial Statements" consolidation accounting. The Company recognized the redeemable minority interest at historical cost within purchase accounting and subsequently adjusted the carrying value of the redeemable minority interest or redemption value changes at the end of each reporting period as a reduction of net income available to common stockholders within the consolidated statements of operations.

The restatement resulted in a decrease in property, net and investments in unconsolidated joint ventures of $134,018 and $50,019, respectively, an increase in minority interest of $208,993 and a decrease in Class A participating and non-participating convertible preferred units of $230,245, a decrease in additional paid-in capital and accumulated deficit of $210,736 and $47,951, respectively, at December 31, 2007 and an increase in net income available to common stockholders of $942 for the three months ended March 31, 2007.

The Company also identified other errors related to classification of preferred dividends and classification of the impact for the adoption of FIN 48 within the consolidated statements of common stockholders' equity. During the years the Company has been in an accumulated deficit position, the preferred dividends should have been classified as a reduction in additional paid-in capital as opposed to increasing the accumulated deficit. As a result of this error, additional paid-in capital and accumulated deficit were overstated by $77,471 as of December 31, 2007. The impact of the adoption of FIN 48 should have been classified as an increase to the accumulated deficit as opposed to a decrease to the additional paid-in capital which resulted in an understatement of $1,574 of accumulated deficit and additional paid-in capital as of December 31, 2007.

The following is a summary of the impact of the restatement on the financial statements below:

	As Previously Reported	Restatement Adjustment	Reclassification Adjustments(1)	As Restated
Consolidated Balance Sheet as of December 31, 2007				
Property, net	$ 6,321,491	$ (134,018)	$ —	$ 6,187,473
Investments in unconsolidated joint ventures	835,662	(50,019)	—	785,643
Total assets	8,121,134	(184,037)	—	7,937,097
Minority interest	338,700	208,993	—	547,693
Class A participating convertible preferred units	213,786	(213,786)	—	—
Class A non-participating convertible preferred units	16,459	(16,459)	—	—
Additional paid-in capital	1,654,199	(286,633)	—	1,367,566
Accumulated deficit	(317,780)	123,848	—	(193,932)
Total common stockholders' equity	1,312,634	(162,785)	—	1,149,849
Total liabilities, minority interest, preferred stock and common stockholders' equity	8,121,134	(184,037)	—	7,937,097

(Dollars in thousands, except per share amounts)

20. Restatement: (Continued)

Consolidated Statement of Operations for the three months ended March 31, 2007				
Revenues:				
Minimum rents	123,985	—	(11,025)	112,960
Percentage rents	3,767	—	(103)	3,664
Tenant recoveries	67,654	—	(6,789)	60,865
Other	7,511	—	(956)	6,555
Total revenues	211,671	—	(18,873)	192,798
Shopping center and operating expenses	68,622	—	(6,606)	62,016
Depreciation and amortization	57,087	(1,113)	(4,595)	51,379
Interest expense:				
Other	64,904	—	(3,535)	61,369
Total expenses	216,392	(1,113)	(13,858)	201,421
Minority interest in consolidated joint ventures	(1,491)	(3,547)	3,820	(1,218)
Income from continuing operations	9,265	(2,434)	(317)	6,514
Income from discontinued operations	179	—	317	496
Total (loss) income from discontinued operations	(110)	—	317	207
Income before minority interest and preferred dividends	9,155	(2,434)	—	6,721
Less: minority interest in Operating Partnership	467	171	—	638
Net income	8,688	(2,605)	—	6,083
Less: preferred dividends	6,122	(3,547)	—	2,575
Net income available to common stockholders	2,566	942	—	3,508
Earnings per common share—basic:				
Income from continuing operations	0.04	0.01	—	0.05
Net income available to common stockholders	0.04	0.01	—	0.05
Earnings per common share—diluted:				
Income from continuing operations	0.04	0.01	—	0.05
Net income available to common stockholders	0.04	0.01	—	0.05
Consolidated Statement of Cash Flows for the three months ended March 31, 2007				
Net income available to common stockholders	2,566	942	—	3,508
Preferred dividends	6,122	(3,547)	—	2,575
Net income	8,688	(2,605)	—	6,083
Depreciation and amortization	57,085	(1,113)	—	55,972
Minority interest in Operating Partnership	467	171	—	638
Minority interest in consolidated joint ventures	1,491	3,547	—	5,038

(1) Reclassification adjustments include the reclassification of the results of operations of the Rochester Properties to discontinued operations. In addition, loss on the early extinguishment of debt has been reclassified to be included in total expenses.

21. Subsequent Events:

On May 1, 2008, the Company declared a dividend/distribution of $0.80 per share for common stockholders, OP Unit holders and Series A Preferred Stock Holders of record on May 19, 2008. In addition, MACWH, LP declared a distribution of $1.05 for its non-participating convertible preferred unit holders and $0.80 per unit for its common unit holders of record on May 19, 2008. All dividends/distributions will be paid on June 9, 2008.

21. Subsequent Events: (Continued)

On May 6, 2008, the Company placed a $100,000 mortgage note payable on Mall of Victor Valley. The note bears interest at LIBOR plus 1.60% and matures on May 6, 2011 with two one-year extension options.

On May 6, 2008, the Company issued 684,000 shares of common stock upon the conversion of 684,000 shares of Series A Preferred Stock, and on May 8, 2008, the Company issued 1,338,860 shares of common stock upon the conversion of an additional 1,338,860 shares of Series A Preferred Stock.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

IMPORTANT FACTORS RELATED TO FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q of The Macerich Company (the "Company") contains or incorporates statements that constitute forward-looking statements within the meaning of the federal securities laws. Any statements that do not relate to historical or current facts or matters are forward-looking statements. You can identify some of the forward-looking statements by the use of forward-looking words, such as "may," "will," "could," "should," "expects," "anticipates," "intends," "projects," "predicts," "plans," "believes," "seeks," and "estimates" and variations of these words and similar expressions. Statements concerning current conditions may also be forward-looking if they imply a continuation of current conditions. Forward-looking statements appear in a number of places in this Form 10-Q and include statements regarding, among other matters:

- expectations regarding the Company's growth;
- the Company's beliefs regarding its acquisition, redevelopment and development activities and opportunities;
- the Company's acquisition and other strategies;
- regulatory matters pertaining to compliance with governmental regulations;
- the Company's capital expenditure plans and expectations for obtaining capital for expenditures; and
- the Company's expectations regarding its financial condition or results of operations; and
- the Company's expected restatement of its financial statements as of December 31, 2007 and December 31, 2006 and for each of the three years during the period ended December 31, 2007.

Stockholders are cautioned that any such forward-looking statements are not guarantees of future performance and involve risks, uncertainties and other factors that may cause actual results, performance or achievements of the Company or the industry to differ materially from the Company's future results, performance or achievements, or those of the industry, expressed or implied in such forward-looking statements. You are urged to carefully review the disclosures the Company makes concerning risks and other factors that may affect our business and operating results, including those made in "Item 1A. Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2007, as well as our other reports filed with the Securities and Exchange Commission, which disclosures are incorporated herein by reference. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this document. The Company does not intend, and undertakes no obligation, to update any forward-looking information to reflect events or circumstances after the date of this document or to reflect the occurrence of unanticipated events.

Management's Discussion and Analysis of Financial Condition and Results of Operations has been updated to reflect the restatement of the consolidated balance sheet as of December 31, 2007, the consolidated statement of operations and the consolidated statement of cash flows for the three months ended March 31, 2007. For a more detailed description of the restatement and reclassifications, see Note 20—Restatement of the Company's Notes to Consolidated Financial Statements.

Management's Overview and Summary

The Company is involved in the acquisition, ownership, development, redevelopment, management, and leasing of regional and community shopping centers located throughout the United States. The Company is the sole general partner of, and owns a majority of the ownership interests in, The Macerich Partnership, L.P., a Delaware limited partnership (the "Operating Partnership"). As of

March 31, 2008, the Operating Partnership owned or had an ownership interest in 72 regional shopping centers and 19 community shopping centers aggregating approximately 77 million square feet of gross leasable area. These 91 regional and community shopping centers are referred to hereinafter as the "Centers," unless the context otherwise requires.

The property management, leasing and redevelopment of the Company's portfolio is provided by the Company's management companies, Macerich Property Management Company, LLC ("MPMC, LLC"), a single member Delaware limited liability company, Macerich Management Company ("MMC"), a California corporation, Westcor Partners, L.L.C., a single member Arizona limited liability company, Macerich Westcor Management LLC, a single member Delaware limited liability company, Westcor Partners of Colorado, LLC, a Colorado limited liability company, MACW Mall Management, Inc., a New York corporation, and MACW Property Management, LLC, a single member New York limited liability company. These last two management companies are collectively referred to herein as the "Wilmorite Management Companies." The three Westcor management companies are collectively referred to herein as the "Westcor Management Companies." All seven of the management companies are collectively referred to herein as the "Management Companies."

The Company is a self-administered and self-managed real estate investment trust ("REIT") and conducts all of its operations through the Operating Partnership and the Company's Management Companies.

The following discussion is based primarily on the consolidated financial statements of the Company for the three months ended March 31, 2008 and 2007. This information should be read in conjunction with the accompanying consolidated financial statements and notes thereto.

Acquisitions and Dispositions:

The financial statements reflect the following acquisitions, dispositions and changes in ownership subsequent to the occurrence of each transaction.

On September 5, 2007, the Company purchased the remaining 50% outside ownership interest in Hilton Village, a 96,546 square foot specialty center in Scottsdale, Arizona. The total purchase price of $13.5 million was funded by cash, borrowings under the Company's line of credit and the assumption of an $8.6 million mortgage note payable. The Center was previously accounted for under the equity method as an investment in unconsolidated joint ventures.

On December 17, 2007, the Company purchased a portfolio of ground leasehold interest and/or fee simple interests in 39 freestanding Mervyn's stores located in the Southwest United States. The purchase price of $400.2 million was funded by cash and borrowings under the Company's line of credit. At acquisition, management designated 27 of the freestanding stores located at shopping centers not owned or managed by the Company as available for sale.

On January 1, 2008, a subsidiary of The Operating Partnership, at the election of the holders, redeemed the 3,426,609 Class A participating convertible preferred units ("PCPUs"). As a result of the redemption, the Company received the 16.32% minority interest in the portion of the Wilmorite portfolio that included Danbury Fair Mall, Freehold Raceway Mall, Great Northern Mall, Rotterdam Square, Shoppingtown Mall, Towne Mall, Tysons Corner Center and Wilton Mall, collectively, referred to as the "Non-Rochester Properties," for total consideration of $224.4 million, in exchange for the Company's ownership interest in the portion of the Wilmorite portfolio that consisted of Eastview Mall, Eastview Commons, Greece Ridge Center, Marketplace Mall and Pittsford Plaza, collectively referred to as the "Rochester Properties." Included in the redemption consideration was the assumption of the remaining 16.32% interest in the indebtedness of the Non-Rochester Properties, which had an estimated fair value of $106.0 million. The Company determined the fair value of the debt using a present value model based upon the terms of equivalent debt and upon credit spreads made available to the Company. The fair value of the debt consisted of $71.1 million of Level 2 inputs and

$34.9 million of Level 3 inputs in accordance with SFAS No. 157. In addition, the Company also received additional consideration of $11.8 million, in the form of a note, for certain working capital adjustments, extraordinary capital expenditures, leasing commissions, tenant allowances, and decreases in indebtedness during the Company's period of ownership of the Rochester Properties. The Company recognized a gain of $99.3 million on the exchange. This exchange is referred herein as the "Rochester Redemption."

On January 10, 2008, the Company in a 50/50 joint venture, acquired The Shops at North Bridge, a 680,933 square foot urban shopping center in Chicago, Illinois, for a total purchase price of $515 million. The Company's share of the purchase price was funded by the assumption of a pro rata share of the $205 million fixed rate mortgage on the Center and by borrowings under the Company's line of credit.

On January 31, 2008, the Company purchased a ground leasehold interest in a freestanding Mervyn's store located in Southland, California. The purchase price of $13.2 million was funded by cash and borrowings under the Company's line of credit. At acquisition, management designated the property as available for sale.

On February 29, 2008, the Company purchased a fee simple interest in a freestanding Mervyn's store located in Monrovia, California. The purchase price of $19.3 million was funded by cash and borrowings under the Company's line of credit. At acquisition, management designated the property as available for sale.

Hilton Village and the 12 Mervyn's freestanding stores that have not been designated as available for sale are referred herein as the "2007 Acquisition Properties."

Redevelopment:

The expansion of The Oaks, a 1.1 million square-foot super regional mall in Thousand Oaks, California, continues on schedule toward a multi-phased opening beginning with a 138,000-square-foot Nordstrom Department Store estimated to open in Fall 2008. Construction on the two-level, open-air retail, dining and entertainment venue, and a complete interior renovation continues. New additions to the Center's interior retail lineup include the first-to-markets Bare Escentuals, Fruits and Passions, kate spade, Marciano and Teavana.

On April 17, 2008, the Company marked the construction start of an expansive redevelopment of Santa Monica Place. Plans for the property are expected to transform the Center into an open-air shopping and dining destination. The Center closed for redevelopment on January 31, 2008 and is projected to re-open in Fall 2009.

Construction of the underground parking structure for the first phase of a new luxury wing at Scottsdale Fashion Square began in early 2008. Anchored by a first-to-market 60,000-square-foot Barneys New York, the expansion will introduce up to 110,000 square feet of luxury shops and restaurants and is expected to begin opening in Fall 2009. New tenants that opened during the three months ended March 31, 2008 include Bottega Veneta, Jimmy Choo and Marciano.

Construction on The Market at Estrella Falls, the power center phase of a 330-acre mixed-use development is underway. The 500,000-square-foot power center will begin opening in phases in Fall 2008. Old Navy joins previously announced large-format retailers Bashas', Staples, Shoe Pavilion, Razmataz and Petco. The project's future phases include a department-store anchored super regional shopping center and additional parcels for commercial and potential mixed-use opportunities.

Inflation:

In the last three years, inflation has not had a significant impact on the Company because of a relatively low inflation rate. Most of the leases at the Centers have rent adjustments periodically through the lease term. These rent increases are either in fixed increments or based on using an annual multiple of increases in the Consumer Price Index ("CPI"). In addition, about 6%-13% of the leases expire each year, which enables the Company to replace existing leases with new leases at higher base rents if the rents of the existing leases are below the then existing market rate. Additionally, historically the majority of the leases required the tenants to pay their pro rata share of operating expenses. In January 2005, the Company began entering into leases that require tenants to pay a stated amount for operating expenses, generally excluding property taxes, regardless of the expenses actually incurred at any Center. This change shifts the burden of cost control to the Company.

Seasonality:

The shopping center industry is seasonal in nature, particularly in the fourth quarter during the holiday season when retailer occupancy and retail sales are typically at their highest levels. In addition, shopping malls achieve a substantial portion of their specialty (temporary retailer) rents during the holiday season and the majority of percentage rent is recognized in the fourth quarter. As a result of the above, earnings are generally higher in the fourth quarter.

Critical Accounting Policies

The preparation of financial statements in conformity with generally accepted accounting principles ("GAAP") in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Some of these estimates and assumptions include judgments on revenue recognition, estimates for common area maintenance and real estate tax accruals, provisions for uncollectible accounts, impairment of long-lived assets, the allocation of purchase price between tangible and intangible assets, and estimates for environmental matters. The Company's significant accounting policies are described in more detail in Note 2 to the Consolidated Financial Statements. However, the following policies are deemed to be critical.

Revenue Recognition:

Minimum rental revenues are recognized on a straight-line basis over the term of the related lease. The difference between the amount of rent due in a year and the amount recorded as rental income is referred to as the "straight line rent adjustment." Currently, 53% of the mall and freestanding leases contain provisions for CPI rent increases periodically throughout the term of the lease. The Company believes that using an annual multiple of CPI increases, rather than fixed contractual rent increases, results in revenue recognition that more closely matches the cash revenue from each lease and will provide more consistent rent growth throughout the term of the leases. Percentage rents are recognized when the tenants' specified sales targets have been met. Estimated recoveries from certain tenants for their pro rata share of real estate taxes, insurance and other shopping center operating expenses are recognized as revenues in the period the applicable expenses are incurred. Other tenants pay a fixed rate and these tenants recoveries' revenues are recognized on a straight-line basis over the term of the related leases.

Property:

The Company capitalizes costs incurred in redevelopment and development of properties in accordance with Statement of Financial Accounting Standards ("SFAS") No. 34 "Capitalization of Interest Cost" and SFAS No. 67 "Accounting for Costs and the Initial Rental Operations of Real Estate Properties." The costs of land and building under development include specifically identifiable costs. The capitalized costs include pre-construction costs essential to the development of the property, developments costs, construction costs, interest costs, real estate taxes, salaries and related costs and other costs incurred during the period of development. Capitalized costs are allocated to the specific components of a project that are benefited. The Company considers a construction project as completed and held available for occupancy and ceases capitalization of costs when the areas under development have been substantially completed.

Maintenance and repairs expenses are charged to operations as incurred. Costs for major replacements and betterments, which includes HVAC equipment, roofs and parking lots are capitalized and depreciated over their estimated useful lives. Gains and losses are recognized upon disposal or retirement of the related assets and are reflected in earnings.

Property is recorded at cost and is depreciated using a straight-line method over the estimated useful lives of the assets as follows:

Buildings and improvements	5 - 40 years
Tenant improvements	5 - 7 years
Equipment and furnishings	5 - 7 years

Accounting for Acquisitions:

The Company accounts for all acquisitions in accordance with SFAS No. 141, "Business Combinations." The Company first determines the value of the land and buildings utilizing an "as if vacant" methodology. The Company then assigns a fair value to any debt assumed at acquisition. The balance of the purchase price is allocated to tenant improvements and identifiable intangible assets or liabilities. Tenant improvements represent the tangible assets associated with the existing leases valued on a fair market value basis at the acquisition date prorated over the remaining lease terms. The tenant improvements are classified as an asset under real estate investments and are depreciated over the remaining lease terms. Identifiable intangible assets and liabilities relate to the value of in-place operating leases which come in three forms: (i) leasing commissions and legal costs, which represent the value associated with "cost avoidance" of acquiring in-place leases, such as lease commissions paid under terms generally experienced in the Company's markets; (ii) value of in-place leases, which represents the estimated loss of revenue and of costs incurred for the period required to lease the "assumed vacant" property to the occupancy level when purchased; and (iii) above or below market value of in-place leases, which represents the difference between the contractual rents and market rents at the time of the acquisition, discounted for tenant credit risks. Leasing commissions and legal costs are recorded in deferred charges and other assets and are amortized over the remaining lease terms. The value of in-place leases are recorded in deferred charges and other assets and amortized over the remaining lease terms plus an estimate of renewal of the acquired leases. Above or below market leases are classified in deferred charges and other assets or in other accrued liabilities, depending on whether the contractual terms are above or below market, and the asset or liability is amortized to minimum rents over the remaining terms of the leases.

When the Company acquires a real estate property, the Company allocates the purchase price to the components of these acquisitions using relative fair values computed using its estimates and assumptions. These estimates and assumptions impact the amount of costs allocated between various components as well as the amount of costs assigned to individual properties in multiple property acquisitions. These allocations also impact depreciation expense and gains or loses recorded on future sales of properties.

Asset Impairment:

The Company assesses whether there has been impairment in the value of its long-lived assets by considering factors such as expected future operating income, trends and prospects, as well as the effects of demand, competition and other economic factors. Such factors include the tenant's ability to perform their duties and pay rent under the terms of the leases. The Company may recognize impairment losses if the discounted cash flows are not sufficient to cover its investment. Such a loss would be determined as the difference between the carrying value and the fair value of a Center.

Deferred Charges:

Costs relating to obtaining tenant leases are deferred and amortized over the initial term of the agreement using the straight-line method. Costs relating to financing of shopping center properties are deferred and amortized over the life of the related loan using the straight-line method, which approximates the effective interest method. In-place lease values are amortized over the remaining lease term plus an estimate of renewal. Leasing commissions and legal costs are amortized on a straight-line basis over the individual remaining lease years. The ranges of the terms of the agreements are as follows:

Deferred lease costs	1 - 15 years
Deferred financing costs	1 - 15 years
In-place lease values	Remaining lease term plus an estimate for renewal
Leasing commissions and legal costs	5 - 10 years

Results of Operations

Many of the variations in the results of operations, discussed below, occurred due to the transactions described above including the 2007 Acquisition Properties and the Redevelopment Centers. For the comparison of the three months ended March 31, 2008 to the three months ended March 31, 2007, the "Same Centers" include all consolidated Centers, excluding the 2007 Acquisition Properties and the Redevelopment Centers. The Redevelopment Centers include The Oaks, Santa Monica Place, Westside Pavilion, The Marketplace at Flagstaff, SanTan Village Regional Center and Promenade at Casa Grande.

Comparison of the Three Months Ended March 31, 2008 and 2007

Revenues:

Minimum and percentage rents (collectively referred to as "rental revenue") increased by $11.9 million, or 10.2%, from 2007 to 2008. The increase in rental revenue is attributed to an increase of $5.1 million from the Same Centers, $3.4 million from the Redevelopment Centers and $3.4 million from the 2007 Acquisition Properties.

Rental revenue includes the amortization of above and below market leases, the amortization of straight-line rents and lease termination income. The amortization of above and below market leases increased from $3.2 million in 2007 to $3.5 million in 2008. The amortization of straight-lined rents increased from $1.3 million in 2007 to $1.5 million in 2008. Lease termination income decreased from $2.2 million in 2007 to $2.0 million in 2008.

Tenant recoveries increased $5.5 million, or 9.0%, from 2007 to 2008. The increase in tenant recoveries is attributed to an increase of $3.6 million from the Same Centers, $1.2 million from the Redevelopment Centers and $0.7 million from the 2007 Acquisition Properties.

Management Companies' revenues increased by $0.9 million from 2007 to 2008, primarily due to increased management fees received from the joint venture Centers, additional third party management contracts and increased development fees from joint ventures.

Shopping Center and Operating Expenses:

Shopping center and operating expenses increased $6.9 million, or 11.1%, from 2007 to 2008. Approximately $4.6 million of the increase in shopping center and operating expenses is from the Same Centers, $1.6 million is from the Redevelopment Centers and $0.9 million is from the 2007 Acquisition Properties.

Management Companies' Operating Expenses:

Management Companies' operating expenses increased to $18.3 million in 2008 from $17.8 million in 2007, in part as a result of the additional costs of managing the joint venture Centers and third party managed properties, higher compensation expense due to increased staffing and higher professional fees.

REIT General and Administrative Expenses:

REIT general and administrative expenses decreased by $1.0 million from 2007 to 2008. The decrease is primarily due to a decrease in share and unit-based compensation expense in 2008.

Depreciation and Amortization:

Depreciation and amortization increased $9.3 million from 2007 to 2008. The increase in depreciation and amortization is primarily attributed to an increase of $3.8 million at the Redevelopment Centers, $3.5 million at the Same Centers and $1.9 million at the 2007 Acquisition Properties.

Interest Expense:

Interest expense increased $6.8 million from 2007 to 2008. The increase in interest expense was primarily attributed to an increase of $7.4 million from convertible senior notes issued on March 16, 2007, $2.9 million from the line of credit and $2.0 million from the Same Centers. The increase in interest expense was offset in part by a decrease of $3.5 million from term loans and $1.7 million from the Redevelopment Centers.

The increase in interest on the line of credit was due to an increase in average outstanding borrowings during 2008, in part, because of the purchase of The Shops at North Bridge and Mervyn's, offset in part by lower LIBOR rates and spreads. The decrease in interest on term loans was due to the repayment of the $250 million loan in 2007.

The above interest expense items are net of capitalized interest, which increased from $5.4 million in 2007 to $7.1 million in 2008 due to an increase in redevelopment activity in 2008.

Loss on Early Extinguishment of Debt:

The Company recorded a $0.9 million loss from the early extinguishment of the $250 million term loan in 2007.

Equity in Income of Unconsolidated Joint Ventures:

The equity in income of unconsolidated joint ventures increased $7.8 million from 2007 to 2008. The increase in equity in income of unconsolidated joint ventures is due in part to a $2.0 million loss on sale of assets at the SDG Macerich Properties, L.P. in 2007, the gain on sale of assets at Kierland Tower Lofts, LLC in 2008 and the acquisition of The Shops at North Bridge in 2008.

Gain on Sale of Assets:

The Company recorded a gain on sale of land of $0.7 million in 2008 and $1.8 million in 2007.

Discontinued Operations:

Income from discontinued operations increased $104.6 million from 2007 to 2008. The increase is primarily due to the $99.3 million gain from the Rochester Redemption in 2008. In addition, $5.2 million is attributed to the acquisition and designation of 29 freestanding Mervyn's stores as held for sale in 2008, offset in part by $2.9 million relating to the Rochester Redemption. See "Management's Overview and Summary—Acquisitions and Dispositions." As result of the designation of the Mervyn's properties as held for sale and the Rochester Redemption, the Company classified the results of operations for these properties to discontinued operations for both periods presented.

Minority Interest in the Operating Partnership:

The minority interest in the Operating Partnership represents the 14.8% weighted average interest of the Operating Partnership not owned by the Company during 2008 compared to the 15.4% not owned by the Company during 2007. The decrease in minority interest is primarily attributed to the conversion of partnership units and preferred shares into common shares in 2007 (See Note 17—Cumulative Convertible Redeemable Preferred Stock of the Company's Consolidated Financial Statements) and the repurchase of 807,000 shares in 2007 (See Note 12—Stock Repurchase Program of the Company's Consolidated Financial Statements).

Funds From Operations:

Primarily as a result of the factors mentioned above, funds from operations ("FFO")—diluted increased 12.9% from $85.1 million in 2007 to $96.0 million in 2008. For the reconciliation of FFO and FFO—diluted to net income available to common stockholders, see "Funds from Operations" below.

Operating Activities:

Cash flows provided by operations decreased from $56.3 million in 2007 to $35.0 million in 2008. The decrease was primarily due to changes in assets and liabilities in 2007 compared to 2008 and due to the results at the Centers as discussed above.

Investing Activities:

Cash used in investing activities increased from $77.1 million in 2007 to $244.8 million in 2008. The increase in cash used in investing activities was primarily due to a $102.2 million increase in contributions to unconsolidated joint ventures, a $25.3 million decrease in distributions from unconsolidated joint ventures and a $21.5 million increase in capital expenditures. The increase in contributions to unconsolidated joint ventures was attributed to the Company's pro rata share of the purchase of The Shops at North Bridge (See "Management's Overview and Summary—Acquisitions and Dispositions.")

Financing Activities:

Cash flow provided by financing activities increased to $188.8 million, compared to cash used in financing activities of $200.7 million in 2007. The increase in cash provided by financing activities was primarily attributed to the proceeds from the issuance of $950 million convertible senior notes in 2007 offset in part by the purchase of $59.9 million for two Capped Calls in connection with the issuance, the repurchase of $75.0 million of common stock and an increase in the repayment of mortgage, bank and other notes payable in 2007.

Liquidity and Capital Resources

The Company intends to meet its short term liquidity requirements through cash generated from operations, working capital reserves, property secured borrowings, unsecured corporate borrowings and borrowings under the revolving line of credit. The Company anticipates that revenues will continue to provide necessary funds for its operating expenses and debt service requirements, and to pay dividends to stockholders in accordance with REIT requirements. The Company anticipates that cash generated from operations, together with cash on hand, will be adequate to fund capital expenditures which will not be reimbursed by tenants, other than non-recurring capital expenditures.

The following tables summarize capital expenditures incurred at the Centers:

	For the Three Months Ended March 31,	
(Dollars in thousands)	**2008**	**2007**
Consolidated Centers:		
Acquisitions of property and equipment	$ 38,057	$ 2,178
Development, redevelopment and expansion of Centers	89,115	84,308
Renovations of Centers	4,992	14,553
Tenant allowances	3,023	5,272
Deferred leasing charges	6,031	5,481
	$ 141,218	$ 111,792
Joint Venture Centers (at Company's pro rata share) :		
Acquisitions of property and equipment	$ 262,271	$ 529
Development, redevelopment and expansion of Centers	6,581	4,354
Renovations of Centers	5,544	2,170
Tenant allowances	2,082	2,530
Deferred leasing charges	1,608	1,033
	$ 278,086	$ 10,616

Management expects similar levels to be incurred in future years for tenant allowances and deferred leasing charges and to incur between $400 million to $600 million in 2008 for development, redevelopment, expansion and renovations. Capital for major expenditures, developments and/or redevelopments has been, and is expected to continue to be, obtained from equity or debt financings which include borrowings under the Company's line of credit and construction loans. However, many factors impact the Company's ability to access capital, such as its overall debt level, interest rates, interest coverage ratios and prevailing market conditions.

The Company's total outstanding loan indebtedness at March 31, 2008 was $7.7 billion (including $1.9 billion of its pro rata share of joint venture debt). This equated to a debt to Total Market Capitalization (defined as total debt of the Company, including its pro rata share of joint venture debt, plus aggregate market value of outstanding shares of common stock, assuming full conversion of OP Units, MACWH, LP units and preferred stock into common stock) ratio of approximately 55.2% at March 31, 2008. The majority of the Company's debt consists of fixed-rate conventional mortgages payable collateralized by individual properties.

The Company filed a shelf registration statement, effective June 6, 2002, to sell securities. The shelf registration is for a total of $1.0 billion of common stock, common stock warrants or common stock rights. The Company sold a total of 15.2 million shares of common stock under this shelf registration on November 27, 2002. The aggregate offering price of this transaction was approximately $440.2 million, leaving approximately $559.8 million available under the shelf registration statement. In addition, the Company filed another shelf registration statement, effective October 27, 2003, to sell up to $300 million of preferred stock. On January 12, 2006, the Company filed a shelf registration statement registering an unspecified amount of common stock that it may offer in the future.

On March 16, 2007, the Company issued $950 million in convertible senior notes ("Senior Notes") that mature on March 15, 2012. The Senior Notes bear interest at 3.25%, payable semiannually, are senior to unsecured debt of the Company and are guaranteed by the Operating Partnership. Prior to December 14, 2011, upon the occurrence of certain specified events, the Senior Notes will be convertible at the option of holder into cash, shares of the Company's common stock or a combination of cash and shares of the Company's common stock, at the election of the Company, at an initial conversion rate of 8.9702 shares per $1,000 principal amount. On and after December 15, 2011, the Senior Notes will be convertible at any time prior to the second business day preceding the maturity date at the option of the holder at the initial conversion rate. The initial conversion price of approximately $111.48 per share represented a 20% premium over the closing price of the Company's common stock on March 12, 2007. The initial conversion rate is subject to adjustment under certain circumstances. Holders of the Senior Notes do not have the right to require the Company to repurchase the Senior Notes prior to maturity except in connection with the occurrence of certain fundamental change transactions.

In connection with the issuance of the Senior Notes, the Company purchased two capped calls ("Capped Calls") from affiliates of the initial purchasers of the Senior Notes. The Capped Calls effectively increase the conversion price of the Senior Notes to approximately $130.06, which represented a 40% premium to the March 12, 2007 closing price of $92.90 per common share of the Company.

The Company has a $1.5 billion revolving line of credit that matures on April 25, 2010 with a one-year extension option. The interest rate fluctuates between LIBOR plus 0.75% to LIBOR plus 1.10% depending on the Company's overall leverage. In September 2006, the Company entered into an interest rate swap agreement that effectively fixed the interest rate on $400.0 million of the outstanding balance of the line of credit at 6.23% until April 25, 2011. On March 16, 2007, the Company repaid $541.5 million of borrowings outstanding from the proceeds of the Senior Notes (See Note 10—Bank and Other Notes Payable of the Company's Consolidated Financial Statements). As of March 31, 2008 and December 31, 2007, borrowings outstanding were $1,323.0 million and $1,015.0 million, respectively, at an average interest rate, net of the $400.0 million swapped portion, of 3.72% and 6.19%, respectively.

On April 25, 2005, the Company obtained a five-year, $450.0 million term loan bearing interest at LIBOR plus 1.50%. In November 2005, the Company entered into an interest rate swap agreement that effectively fixed the interest rate of the $450.0 million term loan at 6.30% from December 1, 2005 to April 15, 2010. At March 31, 2008 and December 31, 2007, the entire loan was outstanding with an interest rate of 6.50%.

At March 31, 2008, the Company was in compliance with all applicable loan covenants.

At March 31, 2008, the Company had cash and cash equivalents available of $64.3 million.

Off-Balance Sheet Arrangements:

The Company has an ownership interest in a number of joint ventures as detailed in Note 4 to the Company's Consolidated Financial Statements included herein. The Company accounts for those investments that it does not have a controlling interest or is not the primary beneficiary using the equity method of accounting and those investments are reflected on the Consolidated Balance Sheets of the Company as "Investments in Unconsolidated Joint Ventures." A pro rata share of the mortgage debt on these properties is shown in "Item 3. Quantitative and Qualitative Disclosure of Market Risk."

In addition, certain joint ventures also have debt that could become recourse debt to the Company or its subsidiaries, in excess of the Company's pro rata share, should the joint ventures be unable to discharge the obligations of the related debt.

The following reflects the maximum amount of debt principal that could recourse to the Company at March 31, 2008 (in thousands):

Property	Recourse Debt	Maturity Date
Boulevard Shops	$ 4,280	12/17/2010
Chandler Village Center	4,375	1/15/2011
	$ 8,655	

Additionally, as of March 31, 2008, the Company is contingently liable for $6.4 million in letters of credit guaranteeing performance by the Company of certain obligations relating to the Centers. The Company does not believe that these letters of credit will result in any liability to the Company.

Long-term Contractual Obligations:

The following is a schedule of long-term contractual obligations as of March 31, 2008 for the consolidated Centers over the periods in which they are expected to be paid (in thousands):

	Payment Due by Period				
Contractual Obligations	Total	Less than 1 year	1 - 3 years	3 - 5 years	More than five years
Long-term debt obligations (includes expected interest payments)	$ 6,068,233	$ 477,873	$ 2,821,391	$ 1,913,595	$ 855,374
Operating lease obligations(1)	666,345	11,078	29,624	29,250	596,393
Purchase obligations(1)	82,202	82,202	—	—	—
Other long-term liabilities(2)	358,840	358,840	—	—	—
	$ 7,175,620	$ 929,993	$ 2,851,015	$ 1,942,845	$ 1,451,767

(1) See Note 15—Commitments and Contingencies of the Company's Consolidated Financial Statements.

(2) Amount includes $2,063 of unrecognized tax benefit associated with FIN 48.

Funds From Operations

The Company uses FFO in addition to net income to report its operating and financial results and considers FFO and FFO-diluted as supplemental measures for the real estate industry and a supplement to GAAP measures. The National Association of Real Estate Investment Trusts ("NAREIT") defines FFO as net income (loss) computed in accordance with GAAP, excluding gains (or losses) from extraordinary items and sales of depreciated operating properties, plus real estate related depreciation and amortization and after adjustments for unconsolidated partnerships and joint ventures. Adjustments for unconsolidated partnerships and joint ventures are calculated to reflect FFO on the same basis. FFO and FFO on a fully diluted basis are useful to investors in comparing operating and financial results between periods. This is especially true since FFO excludes real estate depreciation and amortization as the Company believes real estate values fluctuate based on market conditions rather than depreciating in value ratably on a straight-line basis over time. FFO on a fully diluted basis is one of the measures investors find most useful in measuring the dilutive impact of outstanding convertible securities. FFO does not represent cash flow from operations as defined by

GAAP, should not be considered as an alternative to net income as defined by GAAP and is not indicative of cash available to fund all cash flow needs. FFO, as presented, may not be comparable to similarly titled measures reported by other real estate investment trusts. The reconciliation of FFO and FFO-diluted to net income available to common stockholders is provided below.

The following reconciles net income available to common stockholders to FFO and FFO-diluted (dollars in thousands): update

	For the Three Months Ended March 31,	
	2008	2007
Net income—available to common stockholders	$ 95,628	$ 3,508
Adjustments to reconcile net income to FFO—basic:		
Minority interest in the Operating Partnership	16,598	638
Gain on sale of consolidated assets	(99,937)	(1,463)
Add: minority interest share of gain on sale of consolidated joint ventures	341	837
Gain on undepreciated consolidated assets	333	881
(Gain) loss on sale of assets from unconsolidated entities (pro rata)	(1,319)	2,382
Add: gain on undepreciated assets on unconsolidated assets (pro rata)	1,319	—
Depreciation and amortization on consolidated assets	61,128	55,974
Less: depreciation and amortization allocable to minority interests on consolidated joint ventures	(573)	(994)
Depreciation and amortization on joint ventures (pro rata)	22,279	24,388
Less: depreciation on personal property and amortization of loan costs and interest rate caps	(2,243)	(3,658)
FFO—basic	93,554	82,493
Additional adjustments to arrive at FFO—diluted:		
Impact of convertible preferred stock	2,454	2,575
FFO—diluted	$ 96,008	$ 85,068
Weighted average number of FFO shares outstanding for:		
FFO—basic(1)	84,895	84,722
Adjustments for the impact of dilutive securities in computing FFO-diluted:		
Convertible preferred stock	3,067	3,627
Share and unit-based compensation plans	328	312
FFO—diluted(2)	88,290	88,661

(1) Calculated based upon basic net income as adjusted to reach basic FFO. As of March 31, 2008 and 2007, 12.6 million and 12.8 million OP Units were outstanding, respectively.

(2) The computation of FFO—diluted shares outstanding includes the effect of share and unit-based compensation plans and the Senior Notes using the treasury stock method. It also assumes the conversion of MACWH, LP common and preferred units to the extent that they are dilutive to the FFO computation. On October 18, 2007, 0.6 million shares of Series A Preferred Stock were converted into common shares. The preferred stock can be converted on a one-for-one basis for common stock. The then outstanding preferred shares are assumed converted for purposes of FFO-diluted as they are dilutive to that calculation. The MACWH, LP preferred units were antidilutive to the calculations at March 31, 2008 and 2007 and were not included in the above calculations.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

The Company's primary market risk exposure is interest rate risk. The Company has managed and will continue to manage interest rate risk by (1) maintaining a ratio of fixed rate, long-term debt to total debt such that floating rate exposure is kept at an acceptable level, (2) reducing interest rate exposure on certain long-term floating rate debt through the use of interest rate caps and/or swaps with appropriately matching maturities, (3) using treasury rate locks where appropriate to fix rates on anticipated debt transactions, and (4) taking advantage of favorable market conditions for long-term debt and/or equity.

The following table sets forth information as of March 31, 2008 concerning the Company's long term debt obligations, including principal cash flows by scheduled maturity, weighted average interest rates and estimated fair value ("FV") (dollars in thousands):

	For the years ending March 31,							
	2008	2009	2010	2011	2012	Thereafter	Total	FV
CONSOLIDATED CENTERS:								
Long term debt:								
Fixed rate(1)	$ 418,360	$ 203,904	$ 1,303,052	$ 430,672	$ 1,394,932	$ 809,810	$ 4,560,730	$ 4,566,092
Average interest rate	6.75%	5.34%	6.22%	5.88%	4.49%	5.63%	5.60%	
Floating rate	30,000	253,332	923,636	—	—	—	1,206,968	1,206,968
Average interest rate	4.20%	4.39%	3.72%				3.80%	
Total debt—Consolidated Centers	$ 448,360	$ 457,236	$ 2,226,688	$ 430,672	$ 1,394,932	$ 809,810	$ 5,767,698	$ 5,773,060
JOINT VENTURE CENTERS:								
Long term debt (at Company's pro rata share):								
Fixed rate	$ 161,712	$ 247,352	$ 121,966	$ 33,095	$ 201,228	$ 958,267	$ 1,723,620	$ 1,767,010
Average interest rate	5.81%	5.39%	6.79%	6.12%	6.76%	5.57%	5.81%	
Floating rate	103,056	—	85,643	—	—	3,240	191,939	191,939
Average interest rate	3.89%		3.80%			8.02%	3.92%	
Total debt—Joint Venture Centers	$ 264,768	$ 247,352	$ 207,609	$ 33,095	$ 201,228	$ 961,507	$ 1,915,559	$ 1,958,949

(1) Fixed rate debt includes the $450 million floating rate term note and $400 million of the line of credit balance. These amounts have effective fixed rates over the remaining terms due to swap agreements as discussed below.

The consolidated Centers' total fixed rate debt at March 31, 2008 and December 31, 2007 was $4.6 billion and $4.8 billion, respectively. The average interest rate on fixed rate debt at March 31, 2008 and December 31, 2007 was 5.60% and 5.57%, respectively. The consolidated Centers' total floating rate debt at March 31, 2008 and December 31, 2007 was $1.2 billion and $1.0 billion, respectively. The average interest rate on floating rate debt at March 31, 2008 and December 31, 2007 was 3.80% and 6.15%, respectively.

The Company's pro rata share of the Joint Venture Centers' fixed rate debt at March 31, 2008 and December 31, 2007 was $1.7 billion and $1.6 billion, respectively. The average interest rate on fixed rate debt at March 31, 2008 and December 31, 2007 was 5.81% and 5.89%, respectively. The Company's pro rata share of the Joint Venture Centers' floating rate debt at March 31, 2008 and December 31, 2007 was $191.9 million and $195.0 million, respectively. The average interest rate on the floating rate debt at March 31, 2008 and December 31, 2007 was 3.92% and 6.09%, respectively.

The Company uses derivative financial instruments in the normal course of business to manage or hedge interest rate risk and records all derivatives on the balance sheet at fair value in accordance with SFAS No. 133, "Accounting for Derivative Instruments and Hedging Activities" (See "Note 5—Derivative Instruments and Hedging Activities" of the Company's Consolidated Financial Statements).

The following are outstanding derivatives at March 31, 2008 (amounts in thousands):

Property/Entity	Notional Amount	Product	Rate	Maturity	Company's Ownership	Fair Value(1)
Camelback Colonnade	$ 41,500	Cap	8.54%	11/15/2008	75%	$ —
La Cumbre Plaza	30,000	Cap	7.12%	8/9/2008	100%	—
Metrocenter Mall	37,380	Cap	7.25%	2/15/2009	15%	—
Metrocenter Mall	11,500	Cap	5.25%	2/15/2009	15%	—
Panorama Mall	50,000	Cap	6.65%	3/1/2009	100%	2
Superstition Springs Center	67,500	Cap	8.63%	9/9/2008	33.33%	—
Metrocenter Mall	112,000	Swap	3.86%	2/15/2009	15%	(403)
The Operating Partnership	450,000	Swap	4.80%	4/15/2010	100%	(22,303)
The Operating Partnership	400,000	Swap	5.08%	4/25/2011	100%	(28,806)
Desert Sky Mall	51,500	Cap	7.65%	3/15/2009	50%	—

(1) Fair value at the Company's ownership percentage.

Interest rate cap agreements ("Cap") offer protection against floating rates on the notional amount from exceeding the rates noted in the above schedule and interest rate swap agreements ("Swap") effectively replace a floating rate on the notional amount with a fixed rate as noted above.

In addition, the Company has assessed the market risk for its floating rate debt and believes that a 1% increase in interest rates would decrease future earnings and cash flows by approximately $14.0 million per year based on $1.4 billion outstanding of floating rate debt at March 31, 2008.

The fair value of the Company's long-term debt is estimated based on discounted cash flows at interest rates that management believes reflect the risks associated with long-term debt of similar risk and duration.

Item 4. Controls and Procedures

Management, including our Chief Executive Officer and Chief Financial Officer, does not expect that its disclosure controls and procedures or its internal controls over financial reporting will prevent all errors and all fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their cost. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, within the Company have been detected.

However, based on their evaluation as of March 31, 2008, the Company's Chief Executive Officer and Chief Financial Officer have concluded that the Company's disclosure controls and procedures (as defined in Rule 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended) were effective to ensure that the information required to be disclosed by the Company in the reports that it files or submits under the Securities Exchange Act of 1934 is (a) recorded, processed, summarized, and reported within the time periods specified in the SEC's rules and forms and (b) is accumulated and communicated to the Company's management, including its Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure.

In addition, there has been no change in the Company's internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15(d)-15(f) under the Exchange Act) that occurred during the Company's most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

PART II OTHER INFORMATION

Item 1. Legal Proceedings

None of the Company, the Operating Partnership, Macerich Property Management Company, LLC, Macerich Management Company, the Westcor Management Companies, the Wilmorite Management Companies or their respective subsidiaries are currently involved in any material litigation nor, to the Company's knowledge, is any material litigation currently threatened against such entities or the Centers, other than routine litigation arising in the ordinary course of business, most of which is expected to be covered by liability insurance.

Item 1A. Risk Factors

There have been no material changes to the risk factors relating to the Company set forth under the caption "Item 1A. Risk Factors" in the Company's Annual Report on Form 10-K for the year ended December 31, 2007.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None

Item 3. Defaults Upon Senior Securities

None

Item 4. Submission of Matters to a Vote of Security Holders

None

Item 5. Other Information

None

Item 6. Exhibits

3.1*	Articles of Amendment and Restatement of the Company
3.1.1**	Articles Supplementary of the Company
3.1.2***	Articles Supplementary of the Company (Series A Preferred Stock)
3.1.3****	Articles Supplementary of the Company (Series C Junior Participating Preferred Stock)
3.1.4*****	Articles Supplementary of the Company (Series D Preferred Stock)
3.1.5#	Articles Supplementary of the Company (reclassification of shares)
3.2##	Amended and Restated By-Laws of the Company, as adopted on February 8, 2007
4.1###	Form of Common Stock Certificate
4.2####	Form of Preferred Stock Certificate (Series A Preferred Stock)
4.2.1###	Form of Preferred Stock/Right Certificate (Series C Junior Participating Preferred Stock)
4.2.2#####	Form of Preferred Stock Certificate (Series D Preferred Stock)
4.3###	Agreement dated as of November 10, 1998 between the Company and Computershare Investor Services as successor to EquiServe Trust Company, N.A., as successor to First Chicago Trust Company of New York, as Rights Agent
4.4#*	Indenture, dated as of March 16, 2007, among the Company, the Operating Partnership and Deutsche Bank Trust Company Americas (includes form of the Notes and Guarantee)
10.1	Description of Director and Executive Officer Compensation Arrangements(1)
10.2	Form of Employee Stock Appreciation Right Agreement (2008)(1)
10.3	Form of LTIP Award Agreement (Service-Based-2008)(1)
31.1	Section 302 Certification of Arthur Coppola, Chief Executive Officer
31.2	Section 302 Certification of Thomas O'Hern, Chief Financial Officer
32.1	Section 906 Certification of Arthur Coppola, Chief Executive Officer, and Thomas O'Hern, Chief Financial Officer

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* Previously filed as an exhibit to the Company's Registration Statement on Form S-11, as amended (No. 33-68964), and incorporated herein by reference.

** Previously filed as an exhibit to the Company's Current Report on Form 8-K, event date May 30, 1995, and incorporated herein by reference.

*** Previously filed as an exhibit to the Company's Current Report on Form 8-K, event date February 25, 1998, and incorporated herein by reference.

**** Previously filed as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 1998, and incorporated herein by reference.

***** Previously filed as an exhibit to the Company's Current Report on Form 8-K, event date July 26, 2002, and incorporated herein by reference.

#	Previously filed as an exhibit to the Company's Registration Statement on Form S-3, as amended (No. 333-88718), and incorporated herein by reference.
##	Previously filed as an exhibit to the Company's Current Report on Form 8-K, event date February 8, 2007, and incorporated herein by reference.
###	Previously filed as an exhibit to the Company's Current Report on Form 8-K, event date November 10, 1998, as amended, and incorporated herein by reference.
####	Previously filed as an exhibit to the Company's Annual Report on Form 10-K for the year ended December 31, 1997, and incorporated herein by reference.
#####	Previously filed as an exhibit to the Company's Registration Statement on Form S-3 (No. 333-107063), and incorporated herein by reference.
#*	Previously filed as an exhibit to the Company's Current Report on Form 8-K, event date March 16, 2007, and incorporated herein by reference.
(1)	Represents a management contract, or compensatory plan, contract or arrangement required to be filed pursuant to Regulation S-K.

Signature

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

THE MACERICH COMPANY

By: /s/ THOMAS E. O'HERN

Thomas E. O'Hern
Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

Date: May 19, 2008

QuickLinks

EXHIBIT 10.1

Description of Director and Executive Compensation Arrangements

A. Non-Employee Director Compensation.

The Board of Directors of The Macerich Company approved the following compensation for the non-employee members of the Board of Directors on January 26, 2006.

Annual Retainer for Service on the Board—$40,000, payable in quarterly installments plus 1,000 shares of restricted stock are automatically granted in March of each year, vesting over three years.

Board Meeting Fees—$1,000 for each meeting attended and $500 for each telephonic meeting attended.

Committee Meetings—$1,000 for each meeting attended and $500 for each telephonic meeting attended, unless the committee meeting is held on the day of a meeting of the Board of Directors.

Annual Retainer for Chairman of the Audit Committee—$20,000.

Annual Retainer for Chairman of the Compensation Committee—$10,000.

Annual Retainer for Chairman of the Nominating and Corporate Governance Committee—Twice the amount of any meeting fees paid to the committee members.

Initial Restricted Grant—Upon joining the Board of Directors, 500 shares of restricted stock are granted, vesting over three years.

Expenses—The reasonable expenses incurred by each director (including employee directors) in connection with the performance of the director's duties are also reimbursed by the Company.

Each grant of restricted stock is made pursuant to the Company's 2003 Equity Incentive Plan. In addition, the Director Phantom Stock Plan offers non-employee directors the opportunity to defer cash compensation for up to three years and to receive that compensation (to the extent that it is actually earned by service during that period) in shares of common stock rather than in cash after termination of service or a predetermined period. Such compensation includes the annual retainer, regular meeting fees and special meeting fees payable by the Company to a non-employee director. Deferred amounts are credited as stock units at the beginning of the applicable deferral period based on the present value of such deferred compensation divided by the average fair market value of common stock. Stock unit balances are credited with dividend equivalents (priced at market) and are ultimately paid out in shares on a 1:1 basis. A maximum of 250,000 shares of common stock may be issued in total under the Director Phantom Stock Plan, subject to certain customary adjustments. The vesting of the stock units is accelerated in case of the death or disability of a director or, after a change in control event, the termination of his or her services as a director.

B. Named Executive Officers.

The base salaries for the Company's executive officers who are named executive officers in the Company's Proxy Statement effective as of March 2, 2008 are as follows:

Arthur M. Coppola, President and Chief Executive Officer	$	950,000
Edward C. Coppola, Senior Executive Vice President and Chief Investment Officer	$	675,000
Tony Grossi, Executive Vice President, Chief Operating Officer and Chief Economist	$	600,000
Thomas E. O'Hern, Executive Vice President, Chief Financial Officer and Treasurer	$	550,000
Richard A. Bayer, Executive Vice President, Chief Legal Officer and Secretary	$	500,000

Exhibit 10.2

FORM OF EMPLOYEE STOCK APPRECIATION RIGHT AGREEMENT

THE MACERICH COMPANY
EMPLOYEE STOCK APPRECIATION RIGHT AGREEMENT
2003 EQUITY INCENTIVE PLAN

Grantee:	______________________
Award Date:	______________________
Base Price per Share[1]:	______________________
Number of Shares[1]:	______________________
Expiration Date[2]:	______________________
Vesting Schedule[1,2]:	100% of the shares on March 15, 2011

1 Subject to adjustment under Section 6.2 of the Plan.

2 Subject to early termination if the Grantee's employment terminates or in certain other circumstances. See Sections 4 through 9 of this Agreement and Sections 1.6, 2.6, 6.2, 6.3 and 6.4 of the Plan for exceptions and additional details regarding possible adjustments, acceleration of vesting and/or early termination of the Stock Appreciation Right.

THIS AGREEMENT is among **THE MACERICH COMPANY**, a Maryland corporation (the "Corporation"), **THE MACERICH PARTNERSHIP, L.P.**, a Delaware limited partnership (the "Operating Partnership"), and is granted pursuant to and subject to The Macerich Company 2003 Equity Incentive Plan, as amended (the "Plan"). Capitalized terms used herein and not otherwise defined herein shall have the meaning assigned by the Plan.

WHEREAS, pursuant to the Plan, the Corporation has granted to the Grantee with reference to services rendered and to be rendered to the Company, effective as of the Award Date, a Stock Appreciation Right upon the terms and conditions set forth herein and in the Plan.

NOW THEREFORE, in consideration of services rendered and to be rendered prior to exercise by the Grantee and the mutual promises made herein and the mutual benefits to be derived therefrom, the parties agree as follows:

1. ***Exercisability of Stock Appreciation Right***. The Stock Appreciation Right shall vest and become exercisable during its term for the aggregate number of shares of Common Stock of the Corporation subject to the Stock Appreciation Right in accordance with the Vesting Schedule as set forth above and subject to the applicable provisions of the Plan and this Agreement. The Stock Appreciation Right may be exercised only to the extent the Stock Appreciation Right is exercisable and vested, and, subject to Section 1.8 of the Plan, during the Grantee's lifetime, only by the Grantee. In no event may the Grantee exercise the Stock Appreciation Right after the Expiration Date as provided above.

(a) ***Cumulative Exercisability***. To the extent the Grantee does not at the time of a particular exercise receive all the shares that the Grantee may then receive upon exercise, the Grantee has the right cumulatively thereafter to receive any of such shares not so received until the Stock Appreciation Right terminates or expires.

(b) ***No Fractional Shares; Minimum Exercise***. Fractional share interests shall be disregarded, but may be cumulated. No fewer than 100 shares may be received at any one time, unless the number received is the total number at the time exercisable under the Stock Appreciation Right.

2. ***Exercise and Payment of Stock Appreciation Right***.

(a) ***Exercise Procedures***. To the extent vested and exercisable, the Stock Appreciation Right may be exercised by the delivery to the Corporation of a written exercise notice stating the number of shares to be exercised pursuant to the Stock Appreciation Right accompanied by payment or provision for any applicable employment or other taxes or withholding for taxes thereon. Subject to Section 6.4 of the Plan, the Stock Appreciation Right shall be deemed to be exercised upon receipt and approval by the Corporation of such written exercise notice accompanied by any payment or provision for payment so required.

(b) ***Payment Procedures***. Upon exercise of a Stock Appreciation Right, the Grantee shall be entitled to receive payment of an amount determined by multiplying:

(i) the difference obtained by subtracting the Base Price set forth above from the Fair Market Value of a share of Common Stock on the date of exercise of the Stock Appreciation Right, by

(ii) the number of shares with respect to which the Stock Appreciation Right shall have been exercised.

Payment shall be made by the Corporation of the amount determined above solely in shares of Common Stock (valued at their Fair Market Value on the date of exercise of the Stock Appreciation Right).

3. ***Continuance of Employment Required***. Except as otherwise provided in Section 5, the vesting schedule requires continued service through each applicable vesting date as a condition to the vesting of the applicable installment and rights and benefits under this Agreement. Partial service, even if substantial, during any vesting period will not entitle the Grantee to any proportionate vesting or avoid or mitigate a termination of rights and benefits upon or following a termination of employment or service as provided in Section 4 or 7 below or under the Plan.

4. ***Effect of Termination of Employment on Exercise Period***. If the Grantee's employment by either the Corporation or any subsidiary terminates, the Stock Appreciation Right and all other rights and benefits under this Agreement terminate, except that the Grantee may, at any time within the applicable period below after the Severance Date, exercise the Stock Appreciation Right to the extent the Stock Appreciation Right was exercisable on the Severance Date and has not otherwise expired or terminated:

(a) If the Grantee's employment terminates for any reason other than Total Disability or death, Retirement or for Cause, the Grantee shall have three months after the Severance Date to exercise the Stock Appreciation Right to the extent the Stock Appreciation Right was exercisable on the Severance Date.

(b) If the Grantee's employment terminates as a result of Total Disability or death, the Grantee (or the Grantee's Personal Representative or Beneficiary, as the case may be) shall have 12 months after the Severance Date to exercise the Stock Appreciation Right to the extent the Stock Appreciation Right was exercisable on the Severance Date.

(c) If the Grantee's employment terminates as a result of Retirement, the Grantee (or the Grantee's Personal Representative or Beneficiary, as the case may be) shall have 12 months after the Severance Date to exercise the Stock Appreciation Right to the extent the Stock Appreciation Right was exercisable on the Severance Date.

(d) If the Grantee's employment terminates for Cause, the Stock Appreciation Right shall terminate as of the Severance Date.

5. ***Qualified Termination Upon or Following Change in Control Event***.

[Subject to Section 18,] If the Grantee upon or not later than 12 months following a Change in Control Event has a Qualified Termination (as defined in Section 6.2(c) of the Plan) or terminates his or her employment for Good Reason, then any portion of the Stock Appreciation Right that has not previously vested shall thereupon vest, subject to the provisions of Sections 6.2(a), 6.2(e), 6.4 and 6.5 of the Plan and Sections 6, 7 and 9 of this Agreement. As used in this Agreement, the term "Good Reason" means a termination of employment by the Grantee for any one or more of the following reasons, to the extent not remedied by the Company within a reasonable period of time after receipt by the Company of written notice from the Grantee specifying in reasonable detail such occurrence, without the Grantee's written consent thereto: (1) an adverse and significant change in the Grantee's position, duties, responsibilities or status with the Company; (2) a change in the Grantee's principal office location to a location farther away from the Grantee's home which is more than 30 miles from the Grantee's principal office; (3) the taking of any action by the Company to eliminate benefit plans without providing substitutes therefor, to materially reduce benefits thereunder or to substantially diminish the aggregate value of the incentive awards or other fringe benefits; provided that if neither a surviving entity nor its parent following a Change in Control Event is a publicly-held company, the failure to provide stock-based benefits shall not be deemed Good Reason if benefits of comparable value using recognized valuation methodology are substituted therefor; and provided further that a reduction or elimination in the aggregate of not more than 10% in aggregate benefits in connection with across the board reductions or modifications affecting persons similarly situated of comparable rank in the Company or a combined organization shall not constitute Good Reason; (4) any reduction in the Grantee's Base Salary; or (5) any material breach by the Company of any written employment or management continuity agreement with the Grantee. For purposes of the definition of "Good Reason," the term "Base Salary" means the annual base rate of compensation payable as salary to the Grantee by the Company as of the Grantee's date of termination, before deductions or voluntary deferrals authorized by the Grantee or required by law to be withheld from the Grantee by the Company, and salary excludes all other extra pay such as overtime, pensions, severance payments, bonuses, stock incentives, living or other allowances, and other benefits and perquisites.

6. ***Adjustments Upon Specified Events***. As provided in Section 6.2 of the Plan, upon the occurrence of certain events relating to or affecting the Corporation's stock contemplated by Section 6.2 of the Plan, the Committee shall, in such manner, to such extent (if any) and at such times as it deems appropriate and equitable in the circumstances, make adjustments in the number, amount and type of shares (or other securities or property) subject to the Stock Appreciation Right, the Base Price and the securities deliverable upon exercise of the Stock Appreciation Right (or any combination thereof) or provide for a cash payment or the assumption, substitution or exchange of the Stock Appreciation Right or the shares or other securities subject to the Stock Appreciation Right, based upon the distribution or consideration payable to stockholders generally. All rights of the Grantee hereunder are subject to such adjustments and other provisions of the Plan.

7. ***Possible Early Termination of Award***. As permitted by Section 6.2(b) of the Plan, and without limiting the authority of the Committee under other provisions of Section 6.2 of the Plan or Section 5 of this Agreement, the Committee retains the right to terminate the Stock Appreciation Right, to the extent it has not vested, upon a dissolution of the Corporation or a reorganization event or transaction in which the Corporation does not survive (or does not survive as a public company in respect of its outstanding common stock). This Section 7 is not intended to prevent future vesting (including provision for future vesting) if the Stock Appreciation Right (or a substituted award) remains outstanding following a Change in Control Event.

8. ***Change in Subsidiary's Status; Leaves of Absence***. If the Grantee is employed only by an entity that ceases to be a subsidiary, this event is deemed for purposes of this Agreement to be a termination of the Grantee's employment by the Company other than a termination for Cause, Total Disability,

Retirement or death of the Grantee. Absence from work caused by military service, authorized sick leave or other leave approved in writing by the Company or the Committee shall not be considered a termination of employment by the Company for purposes of Section 4 only if reemployment upon the expiration of such leave is required by contract or law, or such leave is for a period of not more than 90 days.

9. ***Limitations on Acceleration and Reduction in Benefits in Event of Tax Limitations***.

(a) ***Limitation on Acceleration***. Notwithstanding anything contained herein [(except as otherwise provided in Section 18 hereof)] or in the Plan or any other agreement to the contrary, in no event shall the vesting of the Stock Appreciation Right be accelerated pursuant to Section 6.3 of the Plan or Section 6 hereof to the extent that the Corporation would be denied a federal income tax deduction for such vesting because of Section 280G of the Code and, in such circumstances, the Stock Appreciation Right will continue to vest in accordance with and subject to the other provisions hereof.

(b) ***Reduction in Benefits***. If the Grantee would be entitled to benefits, payments or coverage hereunder and under any other plan, program or agreement which would constitute "parachute payments," then notwithstanding any other provision hereof [(except as otherwise provided in Section 18 hereof)] or of any other existing agreement to the contrary, the Grantee may by written notice to the Secretary of the Corporation designate the order in which such "parachute payments" shall be reduced or modified so that the Company is not denied federal income tax deductions for any "parachute payments" because of Section 280G of the Code.

(c) ***Determination of Limitations***. The term "parachute payments" shall have the meaning set forth in and be determined in accordance with Section 280G of the Code and regulations issued thereunder. All determinations required by this Section 9, including without limitation the determination of whether any benefit, payment or coverage would constitute a parachute payment, the calculation of the value of any parachute payment and the determination of the extent to which any parachute payment would be nondeductible for federal income tax purposes because of Section 280G of the Code, shall be made by an independent accounting firm (other than the Corporation's outside auditing firm) having nationally recognized expertise in such matters selected by the Committee. Any such determination by such accounting firm shall be binding on the Corporation, its Subsidiaries and the Grantee.

10. ***Limitation on Exercise of Stock Appreciation Right***. The Grantee will not be entitled to receive Common Stock upon exercise of the Stock Appreciation Right to the extent that it will cause the Grantee to Beneficially or Constructively Own Equity Shares in excess of the Ownership Limit. If the Grantee exercises any portion of this Stock Appreciation Right which upon delivery of the Common Stock would cause the Grantee to Beneficially or Constructively Own Equity Shares in excess of the Ownership Limit, the Corporation has the right to deliver to the Grantee, in lieu of Common Stock, a check or cash in the amount equal to the Fair Market Value of the Common Stock otherwise deliverable on the date of exercise (minus any amounts withheld pursuant to Section 6.5 of the Plan).

11. ***Grantee not a Stockholder***. Neither the Grantee nor any other person entitled to exercise the Stock Appreciation Right shall have any of the rights or privileges of a stockholder of the Corporation as to any shares of Common Stock until the issuance and delivery to him or her of a certificate evidencing the shares registered in his or her name. No adjustment will be made for dividends or other rights as a stockholder as to which the record date is prior to such date of delivery.

12. ***No Guarantee of Continued Employment***. Nothing contained in this Agreement or the Plan constitutes an employment or service commitment by the Company, affects the Grantee's status as an employee at will who is subject to termination without cause, confers upon the Grantee any right to remain employed by the Company, interferes in any way with the right of the Company at any time to terminate such employment, or affects the right of the Company to increase or decrease the Grantee's

other compensation or benefits. Nothing in this Section 12, however, is intended to adversely affect any independent contractual right of the Grantee without his or her consent thereto. Employment for any period of time (including a substantial period of time) after the Award Date will not entitle the Grantee to any proportionate vesting or avoid or mitigate a termination of rights and benefits upon or following a termination of employment if the express conditions to vesting pursuant to Section 1 or 6 have not been satisfied.

13. ***Non-Transferability of Stock Appreciation Right***. The Stock Appreciation Right and any other rights of the Grantee under this Agreement or the Plan are nontransferable except as provided in Section 1.8 of the Plan.

14. ***Notices***. Any notice to be given under the terms of this Agreement shall be in writing and addressed to the Corporation at its principal office located at 401 Wilshire Boulevard, Suite 700, Santa Monica, California 90401, to the attention of the Corporate Secretary and to the Grantee at the address given beneath the Grantee's signature hereto, or at such other address as either party may hereafter designate in writing to the other.

15. ***Effect of Award Agreement***. This Agreement shall be binding upon and inure to the benefit of any successor or successors of the Corporation, except to the extent the Committee determines otherwise.

16. ***Entire Agreement; Governing Law***. The Plan is incorporated herein by reference. [Subject to Section 18 below,] The Plan and this Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Grantee with respect to the subject matter hereof, and may not be modified adversely to the Grantee's interest except by means of a writing signed by the Company and the Grantee. The constructive interpretation, performance and enforcement of this Agreement and the Stock Appreciation Right shall be governed by the internal substantive laws, but not the choice of law rules, of the State of Maryland.

17. ***Plan***. The Stock Appreciation Right and all rights of the Grantee with respect thereto are subject to, and the Grantee agrees to be bound by, all of the terms and conditions of the provisions of the Plan, incorporated herein by reference, to the extent such provisions are applicable to Awards granted to Eligible Persons. The Grantee acknowledges receipt of a copy of the Plan, which is made a part hereof by this reference, and agrees to be bound by the terms thereof. Unless otherwise expressly provided in other Sections of this Agreement, provisions of the Plan that confer discretionary authority on the Committee do not (and shall not be deemed to) create any rights in the Grantee unless such rights are expressly set forth herein or are otherwise in the sole discretion of the Committee specifically so conferred by appropriate action of the Committee under the Plan after the date hereof.

18. **[*Other Agreements***. If any provision of this Agreement is inconsistent with any provision of the Management Continuity Agreement dated as of [October 26, 2006] between the Corporation and Participant and as it may be amended from time-to-time (the "MCA"), the provisions of the MCA shall control and shall be deemed incorporated herein by reference. For purposes of the foregoing, the Stock Appreciation Right shall be treated the same as an Option under the MCA.**] [This provision and the language in brackets in Sections 5, 9(a), 9(b) and 16 are to be included only in agreements with Grantees subject to the MCA.]**

THE MACERICH COMPANY,
a Maryland corporation

By: ____________________

Its: ____________________

THE MACERICH PARTNERSHIP, L.P.,
a Delaware limited partnership

By: The Macerich Company

Its General Partner

By: ____________________

Its: ____________________

AGREED AND ACKNOWLEDGED:

____

(Grantee's Signature)

____

(City, State, Zip Code)

____

(Address)

CONSENT OF SPOUSE

In consideration of the execution of the foregoing Employee Stock Appreciation Right Agreement by the Corporation, I, the spouse of the employee named above, join with my spouse in executing this Agreement and agree to be bound by all of the terms and provisions of this Agreement and of the Plan.

Date: ____________________ ____________________

Signature of Spouse

QuickLinks

Exhibit 10.3

THE MACERICH COMPANY

LTIP UNITS AWARD AGREEMENT

LTIP UNITS AWARD AGREEMENT made as of the date set forth on *Schedule A* hereto between The Macerich Company, a Maryland corporation (the "*Company*"), its subsidiary The Macerich Partnership, L.P., a Delaware limited partnership and the entity through which the Company conducts substantially all of its operations (the "*Partnership*"), and the party listed on *Schedule A* (the "*Grantee*").

RECITALS

A. The Grantee is an employee of the Company or one of its Subsidiaries or affiliates and provides services to the Partnership.

B. Pursuant to The Macerich Company 2003 Equity Incentive Plan, as amended, which includes any applicable programs thereunder (the "*2003 Plan*"), the Company has granted to the Grantee with reference to services rendered and to be rendered to the Company, upon the terms and conditions set forth herein, an award of LTIP Units (this "*Award*") as described in this Award Agreement (this "*Agreement*" or "*Award Agreement*"). This Award was made by the Compensation Committee (the "*Committee*") of the Board of Directors of the Company (the "*Board*") pursuant to authority delegated to it by the Board as set forth in the Committee's charter, including authority to make grants of equity interests in the Partnership which may, under certain circumstances, become exchangeable for shares of the Company's Common Stock reserved for issuance under the 2003 Plan, or any successor equity plan (as any such plan may be amended, modified or supplemented from time to time, collectively the "*Stock Plan*").

C. Effective as of the Effective Date specified in *Schedule A* hereto, the Committee awarded to the Grantee the number of LTIP Units set forth in *Schedule A.*

NOW, THEREFORE, the Company, the Partnership and the Grantee agree as follows:

1. *Administration.* This Award and this Agreement shall be administered by the Committee pursuant to its powers and authority in the administration of the Stock Plan, as set forth in the Stock Plan. The Committee may from time to time adopt any rules or procedures it deems necessary or desirable for the proper and efficient administration of this Award and this Agreement, consistent with the terms hereof and of the Stock Plan. The Committee's determinations and interpretations with respect to this Award and this Agreement shall be final and binding on all parties.

2. *Definitions.* Capitalized terms used herein without definitions shall have the meanings given to those terms in the Stock Plan. In addition, as used herein:

"*Award LTIP Units*" has the meaning set forth in *Section 3*.

"*Change of Control*" means any of the following:

(a) The acquisition by any Person of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 33% or more of either (A) the then-outstanding shares of common stock of the Company (the "*Outstanding Company Common Stock*") or (B) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors (the "*Outstanding Company Voting Securities*"); provided, however, that, for purposes of this definition, the following acquisitions shall not constitute a Change of Control; (i) any acquisition directly from the Company, (ii) any acquisition by the Company, (iii) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any affiliate of the Company or successor or (iv) any acquisition by any entity pursuant to a transaction that complies with (c)(i), (c)(ii) and (c)(iii) below;

(b) Individuals who, as of the date hereof, constitute the Board (the "*Incumbent Board*") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's stockholders, was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board (including for these purposes, the new members whose election or nomination was so approved, without counting the member and his predecessor twice) shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board;

(c) Consummation of a reorganization, merger, statutory share exchange or consolidation or similar corporate transaction involving the Company or any of its subsidiaries, a sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets or stock of another entity by the Company or any of its subsidiaries (each, a "*Business Combination*"), in each case unless, following such Business Combination, (i) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 60% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Company or all or substantially all of the Company's assets directly or through one or more subsidiaries ("*Parent*")) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and the Outstanding Company Voting Securities, as the case may be, (ii) no Person (excluding any entity resulting from such Business Combination or a Parent or any employee benefit plan (or related trust) of the Company or such entity resulting from such Business Combination or Parent) beneficially owns, directly or indirectly, 20% or more of, respectively, the then-outstanding shares of common stock of the entity resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such entity, except to the extent that the ownership in excess of 20% existed prior to the Business Combination, and (iii) at least a majority of the members of the board of directors or trustees of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination; or

(d) Approval by the stockholders of the Company of a complete liquidation or dissolution of the Company.

"*Code*" means the Internal Revenue Code of 1986, as amended.

"*Common Stock*" means shares of the Company's common stock, par value $0.01 per share, either currently existing or authorized hereafter.

"*Continuous Service*" means the continuous service to the Company or any Subsidiary or affiliate, without interruption or termination, in any capacity of employee, or, with the written consent of the Committee, consultant. Continuous Service shall not be considered interrupted in the case of (A) any approved leave of absence, (B) transfers among the Company and any Subsidiary or affiliate, or any successor, in any capacity of employee, or with the written consent of the Committee, consultant, or (C) any change in status as long as the individual remains in the service of the Company and any Subsidiary or affiliate in any capacity of employee, member of the Board or (if the Company specifically agrees in writing that the Continuous Service is not uninterrupted) a consultant. An approved leave of absence shall include sick leave, military leave, or any other authorized personal leave.

"*Disability*" means (1) a "permanent and total disability" within the meaning of Section 22(e)(3) of the Code, or (2) the absence of the Grantee from his duties with the Company on a full-time basis for a period of nine months as a result of incapacity due to mental or physical illness which is determined to be total and permanent by a physician selected by the Company or its insurers and acceptable to the Grantee or his legal representative (such agreements as to acceptability not to be unreasonably withheld). For purposes of the definition of Disability "incapacity" shall be limited only to a condition that substantially prevents the Grantee from performing his or her duties.

"*Effective Date*" means , .

"*Exchange Act*" means the Securities Exchange Act of 1934, as amended.

"*LTIP Units*" means units of limited partnership interest of the Partnership designated as "LTIP Units" in the Partnership Agreement having the rights, voting powers, restrictions, limitations as to distributions, qualifications and terms and conditions of redemption set forth in the Partnership Agreement.

"*Partnership Agreement*" means the Amended and Restated Limited Partnership Agreement of the Partnership, dated as of March 16, 1994, among the Company, as general partner, and the limited partners who are parties thereto, as amended from time to time.

"*Person*" means an individual, corporation, partnership, limited liability company, joint venture, association, trust, unincorporated organization, other entity or "group" (as defined in the Exchange Act).

"*Qualified Termination*" means a termination of the Grantee's employment as a result of the Grantee's death or Disability.

"*Service Agreement*" means, as of a particular date, any employment, consulting or similar service agreement, including, without limitation, management continuity agreement, then in effect between the Grantee, on the one hand, and the Company or one of its affiliates, on the other hand, as amended or supplemented through such date.

"*Units*" means Partnership Units (as defined in the Partnership Agreement) that are outstanding or are issuable upon the conversion, exercise, exchange or redemption of any securities of any kind convertible, exercisable, exchangeable or redeemable for Partnership Units.

"*Vesting Date*" means each of the vesting dates set forth in *Section 4*.

"*Vesting Schedule*" means the vesting schedule set forth in *Section 4*.

3. *Award of LTIP Units.* On the terms and conditions set forth in this Agreement, as well as the terms and conditions of the Stock Plan, the Grantee is hereby granted this Award consisting of the number of LTIP Units set forth on *Schedule A* hereto, which is incorporated herein by reference (the "*Award LTIP Units*"). Award LTIP Units constitute and shall be treated as the property of the Grantee, subject to the terms of this Agreement and the Partnership Agreement. Award LTIP Units will be: (A) subject to forfeiture to the extent provided in *Section 5*; and (B) subject to vesting as provided in *Sections 4* and *5* hereof.

4. *Vesting of Award LTIP Units.*

(a) *Vesting Schedule*. Except as otherwise provided in *Section 5* hereof, and/or the Stock Plan, the Award LTIP Units shall become vested in the following amounts, *provided* that the Continuous Service of the Grantee continues through and on the relevant Vesting Date.

Vesting Date	**Number of Award LTIP Units Becoming Vested**	**Cumulative Percentage Vested**
,	[(33 1/3%)]	[33 1/3%]
,	[(33 1/3%)]	[66 2/3%]
,	[(33 1/3%)]	[100%]

[Vesting schedule subject to change by the Committee.]

(b) *Continuous Service Requirement*. The Grantee agrees to provide Continuous Service to the Company in consideration for the conditional rights to the unvested Award LTIP Units. Except as otherwise provided in *Section 5* or pursuant to the Stock Plan, the Vesting Schedule requires Continuous Service through each applicable Vesting Date as a condition to the vesting of the applicable installment and rights and benefits under this Agreement. Partial service, even if substantial, during any vesting period will not entitle the Grantee to any proportionate vesting or avoid or mitigate a termination of rights and benefits upon or following a termination of employment or service as provided in *Section 5* below or under the Stock Plan.

5. *Change of Control or Termination of Grantee's Service Relationship.*

(a) *Forfeiture after Certain Events*. If the Grantee is a party to a Service Agreement, the provisions of *Sections 5(b)*, *5(c)* and *5(d)* below shall govern the vesting of the Grantee's Award LTIP Units exclusively in the event of a Change of Control or termination of the Grantee's service relationship with the Company or any Subsidiary or affiliate, unless the Service Agreement contains provisions that expressly refer to this *Section 5* and provides that those provisions of the Service Agreement shall instead govern the vesting of the Grantee's Award LTIP Units. The foregoing sentence will be deemed an amendment to any applicable Service Agreement to the extent required to apply its terms consistently with this *Section 5*, such that, by way of illustration, any provisions of the Service Agreement with respect to accelerated vesting or payout of the Grantee's bonus or incentive compensation awards in the event of certain types of terminations of Grantee's service relationship shall not be interpreted as requiring that vesting occur with respect to this Award other than as specifically provided in this *Section 5*. In the event an entity ceases to be a Subsidiary or affiliate of the Company, such action shall be deemed to be a termination of employment of all employees of that entity for purposes of this Agreement, *provided* that the Committee, in its sole and absolute discretion, may make provision in such circumstances for accelerated vesting of some or all of the Grantee's remaining unvested Award LTIP Units that have not previously been forfeited, effective immediately prior to such event.

(b) *Change of Control, Qualified Termination or Retirement*. In the event of a Change of Control or Qualified Termination, the unvested Award LTIP Units subject to this Agreement that have not been previously forfeited shall automatically and immediately vest as of the date of the Change of Control or Qualified Termination (or effective immediately prior to such event to the extent necessary in order to enable the realization of the benefits of such acceleration), subject to the provisions of Sections 6.4 and 6.5 of the Stock Plan. If the Grantee's employment with the Company or a Subsidiary or affiliate terminates as a result of his or her Retirement, the Committee may, on a case-by-case basis and in its sole discretion, provide for partial or complete vesting prior to the Retirement of all or a portion of his or her Award LTIP Units that have not previously been forfeited.

(c) *Change of Control Benefits*. To the extent that the Grantee's Service Agreement entitles the Grantee to receive any severance payments, or any other similar term used in the Grantee's Service Agreement, from the Company in case of a termination of the Grantee's employment following a Change of Control or a similar event ("Change of Control Benefits"), then for purposes of calculating the Grantee's entitlement to such Change of Control Benefits the amount of the Award LTIP Units awarded for performance for any fiscal year shall be included as part of the Grantee's annual incentive bonus amount, or any other similar term used in the Grantee's Service Agreement, for such fiscal year. For purposes of Grantee's management continuity agreement with the Company, the Award LTIP Units shall be treated in the same manner as restricted stock awards.

(d) *Return of Award LTIP Units*. In the event of a termination of employment or other cessation of the Grantee's Continuous Service other than a Qualified Termination, effective as of the date of such termination or cessation all Award LTIP Units except for those that had previously become vested pursuant to *Section 4* or *5* hereof shall automatically and immediately be forfeited by the Grantee. Upon the occurrence of any forfeiture of Award LTIP Units hereunder, such unvested, forfeited LTIP Units shall, without payment of any consideration by the Company for such transfer, be automatically transferred to the Company, without any other action by the Grantee, or the Grantee's Beneficiary or Personal Representative, as the case may be. The Company may take any other action necessary or advisable to evidence such transfer. Any such forfeited Award LTIP Units shall automatically and without notice, terminate and be and become null and void, and neither the Grantee nor any of his Beneficiaries or Personal Representatives will thereafter have any further rights or interests in such forfeited Award LTIP Units. The Grantee, or the Grantee's Beneficiary or Personal Representative, as the case may be, and the Partnership shall deliver any additional documents of transfer that the Company may request to confirm the transfer of such unvested, forfeited LTIP Units to the Company.

(e) *Section 409A Matters*. Notwithstanding the foregoing, in the event vesting pursuant to this *Section 5* is determined to constitute "nonqualified deferred compensation" subject to Section 409A of the Code, then, to the extent the Grantee is a "specified employee" under Section 409A of the Code subject to the six-month delay thereunder, any such vesting or related payments to be made during the six-month period commencing on the Grantee's "separation from service" (as defined in Section 409A of the Code) shall be delayed until the expiration of such six-month period.

(f) *Schedule A Controls*. To the extent that *Schedule A* provides for amounts or schedules of vesting that conflict with the provisions of this *Section 5*, the provisions of *Schedule A* will be controlling and determinative.

6. *Payments by Award Recipients*. No amount shall be payable to the Company or the Partnership by the Grantee at any time in respect of this Award.

7. *Distributions*. The Grantee shall be entitled to receive distributions with respect to the Award LTIP Units to the extent provided for in the Partnership Agreement, as modified hereby, if applicable. The Distribution Participation Date (as defined in the Partnership Agreement) with respect to the Award LTIP Units shall be the Effective Date and the Award LTIP Units shall be entitled to the full distribution payable on Units outstanding as of the record date for the quarterly distribution in which the Effective Date falls even though the Award LTIP Units will not have been outstanding for the whole quarterly period. All distributions paid with respect to Award LTIP Units shall be fully vested and non-forfeitable when paid whether the underlying Award LTIP Units are vested or unvested.

8. *Restrictions on Transfer*. None of the Award LTIP Units shall be sold, assigned, transferred, pledged or otherwise disposed of or encumbered (whether voluntarily or involuntarily or by judgment, levy, attachment, garnishment or other legal or equitable proceeding) (each such action a "*Transfer*"), or redeemed in accordance with the Partnership Agreement (a) prior to vesting, (b) for a period of two (2) years beginning on the Effective Date other than in connection with a Change of Control, and (c) unless such Transfer is in compliance with all applicable securities laws (including, without limitation, the Securities Act of 1933, as amended (the "*Securities Act*")), and such Transfer is in accordance with the applicable terms and conditions of the Partnership Agreement; *provided* that, upon the approval of, and subject to the terms and conditions specified by, the Committee, unvested Award LTIP Units that have been held for a period of at least two (2) years may be Transferred to (i) the spouse, children or grandchildren of the Grantee ("*Immediate Family Members*"), (ii) a trust or trusts for the exclusive benefit of the Grantee and such Immediate Family Members, (iii) a partnership in which the Grantee and such Immediate Family Members are the only partners, or (iv) one or more entities in which the Grantee has a 10% or greater equity interest, provided that the Transferee agrees in writing with the Company and the Partnership to be bound by all the terms and conditions of this Agreement and that subsequent transfers of unvested Award LTIP Units shall be prohibited except those in accordance with this *Section 8*. In connection with any Transfer of Award LTIP Units, the Partnership may require the Grantee to provide an opinion of counsel, satisfactory to the Partnership, that such Transfer is in compliance with all federal and state securities laws (including, without limitation, the Securities Act). Any attempted Transfer of Award LTIP Units not in accordance with the

terms and conditions of this *Section 8* shall be null and void, and the Partnership shall not reflect on its records any change in record ownership of any LTIP Units as a result of any such Transfer, shall otherwise refuse to recognize any such Transfer and shall not in any way give effect to any such Transfer of any LTIP Units. This Agreement is personal to the Grantee, is non-assignable and is not transferable in any manner, by operation of law or otherwise, other than by will or the laws of descent and distribution.

9. *Changes in Capital Structure*. Without duplication with the provisions of Section 6.2 of the Stock Plan, if (a) the Company shall at any time be involved in a merger, consolidation, dissolution, liquidation, reorganization, exchange of shares, sale of all or substantially all of the assets or stock of the Company or other fundamental transaction similar thereto, (b) any stock dividend, stock split, reverse stock split, stock combination, reclassification, recapitalization, significant repurchases of stock, or other similar change in the capital structure of the Company shall occur, (c) any extraordinary dividend or other distribution to holders of shares of Common Stock or Units other than regular cash dividends shall be made, or (d) any other event shall occur that in each case in the good faith judgment of the Committee necessitates action by way of appropriate equitable adjustment in the terms of this Award or the LTIP Units, then the Committee shall take such action as it deems necessary to maintain the Grantee's rights hereunder so that they are substantially proportionate to the rights existing under this Award and the terms of the LTIP Units prior to such event, including, without limitation: (i) adjustments in the Award LTIP Units or other pertinent terms of this Award; and (ii) substitution of other awards under the Stock Plan or otherwise. The Grantee shall have the right to vote the Award LTIP Units if and when voting is allowed under the Partnership Agreement, regardless of whether vesting has occurred.

10. *Possible Early Termination of Award LTIP Units*. As permitted by Section 6.2(b) of the Stock Plan, and without limiting the authority of the Committee under other provisions of Section 6.2 of the Stock Plan or *Section 5* of this Agreement, the Committee retains the right to terminate the Award LTIP Units, to the extent they have not vested, upon a dissolution of the Company or a reorganization event or transaction in which the Company does not survive (or does not survive as a public company in respect of its outstanding Common Stock). This *Section 10* is not intended to prevent future vesting of any Award LTIP Units if they (or a substituted award) remain outstanding following a Change of Control.

11. *Miscellaneous.*

(a) *Amendments; Modifications*. This Agreement may be amended or modified only with the consent of the Company and the Partnership acting through the Committee; *provided* that any such amendment or modification materially and adversely affecting the rights of the Grantee hereunder must be consented to by the Grantee to be effective as against him; and *provided*, *further*, that the Grantee acknowledges that the Stock Plan may be amended or discontinued in accordance with Section 6.6 thereof and that this Agreement may be amended or canceled by the Committee, on behalf of the Company and the Partnership, for the purpose of satisfying changes in law or for any other lawful purpose, so long as no such action shall impair the Grantee's rights under this Agreement without the Grantee's written consent. Notwithstanding the foregoing, this Agreement may be amended in writing signed only by the Company to correct any errors or ambiguities in this Agreement and/or to make such changes that do not materially adversely affect the Grantee's rights hereunder. No promises, assurances, commitments, agreements, undertakings or representations, whether oral, written, electronic or otherwise, and whether express or implied, with respect to the subject matter hereof, have been made by the parties which are not set forth expressly in this Agreement. This grant shall in no way affect the Grantee's participation or benefits under any other plan or benefit program maintained or provided by the Company.

(b) *Incorporation of Stock Plan; Committee Determinations*. The provisions of the Stock Plan are hereby incorporated by reference as if set forth herein. In the event of a conflict between this Agreement and the Stock Plan, this Agreement shall be controlling and determinative. The Committee will make the determinations and certifications required by this Award as promptly as reasonably practicable following the occurrence of the event or events necessitating such determinations or certifications.

(c) *Status as a Partner*. As of the grant date set forth on *Schedule A*, the Grantee shall be admitted as a partner of the Partnership with beneficial ownership of the number of Award LTIP Units issued to the Grantee as of such date pursuant to *Section 3* hereof by: (A) signing and delivering to the Partnership a copy of this Agreement; and (B) signing, as a Limited Partner, and delivering to the Partnership a counterpart signature page to the Partnership Agreement (attached hereto as *Exhibit A*). The Partnership Agreement shall be amended from time to time as applicable to reflect the issuance to the Grantee of Award LTIP Units pursuant to *Section 3* hereof, if any, whereupon the Grantee shall have all the rights of a Limited Partner of the Partnership with respect to the number of LTIP Units then held by the Grantee, as set forth in the Partnership Agreement, subject, however, to the restrictions and conditions specified herein and in the Partnership Agreement.

(d) *Status of LTIP Units under the Stock Plan*. The Award LTIP Units are both issued as equity securities of the Partnership and granted as awards under the Stock Plan. The Company will have the right at its option, as set forth in the Partnership Agreement, to issue shares of Common Stock in exchange for Units into which Award LTIP Units may have been converted pursuant to the Partnership Agreement, subject to certain limitations set forth in the Partnership Agreement, and such shares of Common Stock, if issued, will be issued under the Stock Plan. The Grantee must be eligible to receive the Award LTIP Units in compliance with applicable federal and state securities laws and to that effect is required to complete, execute and deliver certain covenants, representations and warranties (attached as *Exhibit B*). The Grantee acknowledges that the Grantee will have no right to approve or disapprove such determination by the Committee.

(e) *Legend*. The records of the Partnership evidencing the Award LTIP Units shall bear an appropriate legend, as determined by the Partnership in its sole discretion, to the effect that such LTIP Units are subject to restrictions as set forth herein, in the Stock Plan and in the Partnership Agreement.

(f) *Compliance With Securities Laws*. The Partnership and the Grantee will make reasonable efforts to comply with all applicable securities laws. In addition, notwithstanding any provision of this Agreement to the contrary, no LTIP Units will become vested or be issued at a time that such vesting or issuance would result in a violation of any such laws.

(g) *Investment Representations; Registration*. The Grantee hereby makes the covenants, representations and warranties and set forth on *Exhibit B* attached hereto. All of such covenants, warranties and representations shall survive the execution and delivery of this Agreement by the Grantee. The Partnership will have no obligation to register under the Securities Act any LTIP Units or any other securities issued pursuant to this Agreement or upon conversion or exchange of LTIP Units. The Grantee agrees that any resale of the shares of Common Stock received upon the exchange of Units into which LTIP Units may be converted shall not occur during the "blackout periods" forbidding sales of Company securities, as set forth in the then applicable Company employee manual or insider trading policy. In addition, any resale shall be made in compliance with the registration requirements of the Securities Act or an applicable exemption therefrom, including, without limitation, the exemption provided by Rule 144 promulgated thereunder (or any successor rule).

(h) *Section 83(b) Election*. In connection with each separate issuance of LTIP Units under this Award pursuant to *Section 3* hereof the Grantee hereby agrees to make an election to include in gross income in the year of transfer the applicable Award LTIP Units pursuant to Section 83(b) of the Code substantially in the form attached hereto as *Exhibit C* and to supply the necessary information in accordance with the regulations promulgated thereunder.

(i) *Severability*. If, for any reason, any provision of this Agreement is held invalid, such invalidity shall not affect any other provision of this Agreement not so held invalid, and each such other provision shall to the full extent consistent with law continue in full force and effect. If any provision of this Agreement shall be held invalid in part, such invalidity shall in no way affect the rest of such provision not held so invalid, and the rest of such provision, together with all other provisions of this Agreement, shall to the full extent consistent with law continue in full force and effect.

(j) *Governing Law*. This Agreement is made under, and will be construed in accordance with, the laws of State of Delaware, without giving effect to the principles of conflict of laws of such state.

(k) *Notices*. Any notice to be given to the Company shall be addressed to the Secretary of the Company at its principal place of business and any notice to be given the Grantee shall be addressed to the Grantee at the Grantee's address as it appears on the employment records of the Company, or at such other address as the Company or the Grantee may hereafter designate in writing to the other.

(l) *Withholding and Taxes*. No later than the date as of which an amount first becomes includible in the gross income of the Grantee for income tax purposes or subject to the Federal Insurance Contributions Act withholding with respect to this Award, the Grantee will pay to the Company or, if appropriate, any of its affiliates, or make arrangements satisfactory to the Committee regarding the payment of, any United States federal, state or local or foreign taxes of any kind required by law to be withheld with respect to such amount. The obligations of the Company under this Agreement will be conditional on such payment or arrangements, and the Company and its affiliates shall, to the extent permitted by law, have the right to deduct any such taxes from any payment otherwise due to the Grantee.

(m) *No Service Commitment by Company*. Nothing contained in this Agreement or the Stock Plan constitutes an employment or service commitment by the Company, affects the Grantee's status as an employee at will who is subject to termination without cause, confers upon the Grantee any right to remain employed by the Company, interferes in any way with the right of the Company at any time to terminate such employment, or affects the right of the Company to increase or decrease the Grantee's other compensation or benefits. Nothing in this Section, however, is intended to adversely affect any independent contractual right of the Grantee without his consent thereto. Employment for any period of time (including a substantial period of time) after the Effective Date will not entitle the Grantee to any proportionate vesting or avoid or mitigate a termination of rights and benefits upon or following a termination of employment as provided in *Section 4* or *5* above if the express conditions to vesting set forth in such Sections have not been satisfied.

(n) *Headings*. The headings of paragraphs hereof are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of this Agreement.

(o) *Counterparts*. This Agreement may be executed in multiple counterparts with the same effect as if each of the signing parties had signed the same document. All counterparts shall be construed together and constitute the same instrument.

(p) *Successors and Assigns*. This Agreement shall be binding upon and inure to the benefit of the parties hereto and any successors to the Company and the Partnership, on the one hand, and any successors to the Grantee, on the other hand, by will or the laws of descent and distribution, but this Agreement shall not otherwise be assignable or otherwise subject to hypothecation by the Grantee.

(q) *Section 409A*. This Agreement shall be construed, administered and interpreted in accordance with a good faith interpretation of Section 409A of the Code. Any provision of this Agreement that is inconsistent with Section 409A of the Code, or that may result in penalties under Section 409A of the Code, shall be amended, in consultation with the Grantee and with the reasonable cooperation of the Grantee and the Company, in the least restrictive manner necessary to (i) exclude the Award LTIP Units from the definition of "deferred compensation" within the meaning of such Section 409A or (ii) comply with the provisions of Section 409A, other applicable provision(s) of the Code and/or any rules, regulations or other regulatory guidance issued under such statutory provisions, in each case without diminution in the value of the benefits granted hereby to the Grantee.

(r) *Complete Agreement*. This Agreement (together with those agreements and documents expressly referred to herein, for the purposes referred to herein) embody the complete and entire agreement and understanding between the parties with respect to the subject matter hereof, and supersede any and all prior promises, assurances, commitments, agreements, undertakings or representations, whether oral, written, electronic or otherwise, and whether express or implied, which may relate to the subject matter hereof in any way.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Award Agreement to be executed as of the ____ day of ______________, ______.

THE MACERICH COMPANY

By: ______________________________

Name:
Title:

THE MACERICH PARTNERSHIP, L.P.

By: The Macerich Company, its general partner

By: ______________________________

Name:
Title:

GRANTEE

____

Name:

EXHIBIT A

FORM OF LIMITED PARTNER SIGNATURE PAGE

The Grantee, desiring to become one of the within named Limited Partners of The Macerich Company, L.P., hereby accepts all of the terms and conditions of (including, without limitation, the provisions related to powers of attorney), and becomes a party to, the Agreement of Limited Partnership, dated as of March 16, 1994, of The Macerich Partnership, L.P., as amended (the "*Partnership Agreement*"). The Grantee agrees that this signature page may be attached to any counterpart of the Partnership Agreement and further agrees as follows (where the term "Limited Partner" refers to the Grantee:

1. The Limited Partner hereby confirms that it has reviewed the terms of the Partnership Agreement and affirms and agrees that it is bound by each of the terms and conditions of the Partnership Agreement, including, without limitation, the provisions thereof relating to limitations and restrictions on the transfer of Partnership Units. Without limitation of the foregoing, the Limited Partner is deemed to have made all of the acknowledgements, waivers and agreements set forth in Section 10.6 and 13.11 of the Partnership Agreement.

2. The Limited Partner hereby confirms that it is acquiring the Partnership Units for its own account as principal, for investment and not with a view to resale or distribution, and that the Partnership Units may not be transferred or otherwise disposed of by the Limited Partner otherwise than in a transaction pursuant to a registration statement filed by the Partnership (which it has no obligation to file) or that is exempt from the registration requirements of the Securities Act of 1933, as amended (the "*Securities Act*"), and all applicable state and foreign securities laws, and the General Partner may refuse to transfer any Partnership Units as to which evidence of such registration or exemption from registration satisfactory to the General Partner is not provided to it, which evidence may include the requirement of a legal opinion regarding the exemption from such registration. If the General Partner delivers to the Limited Partner shares of common stock of the General Partner ("*Common Shares*") upon redemption of any Partnership Units, the Common Shares will be acquired for the Limited Partner's own account as principal, for investment and not with a view to resale or distribution, and the Common Shares may not be transferred or otherwise disposed of by the Limited Partner otherwise than in a transaction pursuant to a registration statement filed by the General Partner with respect to such Common Shares (which it has no obligation under the Partnership Agreement to file) or that is exempt from the registration requirements of the Securities Act and all applicable state and foreign securities laws, and the General Partner may refuse to transfer any Common Shares as to which evidence of such registration or exemption from such registration satisfactory to the General Partner is not provided to it, which evidence may include the requirement of a legal opinion regarding the exemption from such registration.

3. The Limited Partner hereby affirms that it has appointed the General Partner, any liquidator and authorized officers and attorneys-in-fact of each, and each of those acting singly, in each case with full power of substitution, as its true and lawful agent and attorney-in-fact, with full power and authority in its name, place and stead, in accordance with Section 6.10 of the Partnership Agreement, which section is hereby incorporated by reference. The foregoing power of attorney is hereby declared to be irrevocable and a power coupled with an interest, and it shall survive and not be affected by the death, incompetency, dissolution, disability, incapacity, bankruptcy or termination of the Limited Partner and shall extend to the Limited Partner's heirs, executors, administrators, legal representatives, successors and assigns.

4.

   (a) The Limited Partner hereby irrevocably consents in advance to any amendment to the Partnership Agreement, as may be recommended by the General Partner, intended to avoid the Partnership being treated as a publicly-traded partnership within the meaning of Section 7704 of the Internal Revenue Code, including, without limitation, (x) any amendment to the provisions of Section 9.1 or the Redemption Rights Exhibit of the Partnership Agreement intended to increase the waiting period between the delivery of a notice of redemption and the redemption date to up to sixty (60) days or (y) any other amendment to the Partnership Agreement intended to make the redemption and transfer provisions, with respect to certain redemptions and transfers, more similar to the provisions described in Treasury Regulations Section 1.7704-1(f).

(b) The Limited Partner hereby appoints the General Partner, any Liquidator and authorized officers and attorneys-in-fact of each, and each of those acting singly, in each case with full power of substitution, as its true and lawful agent and attorney-in-fact, with full power and authority in its name, place and stead, to execute and deliver any amendment referred to in the foregoing paragraph 4(a) on the Limited Partner's behalf. The foregoing power of attorney is hereby declared to be irrevocable and a power coupled with an interest, and it shall survive and not be affected by the death, incompetency, dissolution, disability, incapacity, bankruptcy or termination of the Limited Partner and shall extend to the Limited Partner's heirs, executors, administrators, legal representatives, successors and assigns.

5. The Limited Partner agrees that it will not transfer any interest in the Partnership Units (x) through (i) a national, non-U.S., regional, local or other securities exchange, (ii) PORTAL or (iii) an over-the-counter market (including an interdealer quotation system that regularly disseminates firm buy or sell quotations by identified brokers or dealers by electronic means or otherwise) or (y) to or through (a) a person, such as a broker or dealer, that makes a market in, or regularly quotes prices for, interests in the Partnership or (b) a person that regularly makes available to the public (including customers or subscribers) bid or offer quotes with respect to any interests in the Partnership and stands ready to effect transactions at the quoted prices for itself or on behalf of others.

6. The Limited Partner acknowledges that the General Partner shall be a third party beneficiary of the representations, covenants and agreements set forth in Sections 4 and 5 hereof. The Limited Partner agrees that it will transfer, whether by assignment or otherwise, Partnership Units only to the General Partner or to transferees that provide the Partnership and the General Partner with the representations and covenants set forth in Sections 4 and 5 hereof.

7. This Acceptance shall be construed and enforced in accordance with and governed by the laws of the State of Delaware, without regard to the principles of conflicts of law.

Signature Line for Limited Partner:

____

Name:
Title:

Address of Limited Partner:

____

____

EXHIBIT B

GRANTEE'S COVENANTS, REPRESENTATIONS AND WARRANTIES

The Grantee hereby represents, warrants and covenants as follows:

(a) The Grantee has received and had an opportunity to review the following documents (the "*Background Documents*"):

(i) The Company's latest Annual Report to Stockholders;

(ii) The Company's Proxy Statement for its most recent Annual Meeting of Stockholders;

(iii) The Company's Report on Form 10-K for the fiscal year most recently ended;

(iv) The Company's Form 10-Q, if any, for the most recently ended quarter filed by the Company with the Securities and Exchange Commission ("SEC") since the filing of the Form 10-K described in clause (iii) above;

(v) Each of the Company's Current Report(s) on Form 8-K, if any, filed since the end of the fiscal year most recently ended for which a Form 10-K has been filed by the Company (except for those Items of the Form 8-K that are not deemed to be "filed" with the SEC or incorporated by reference into any filing with the SEC);

(vi) The Partnership Agreement;

(vii) The Stock Plan; and

(viii) The Company's Articles of Amendment and Restatement, as amended.

The Grantee also acknowledges that any delivery of the Background Documents and other information relating to the Company and the Partnership prior to the determination by the Partnership of the suitability of the Grantee as a holder of LTIP Units shall not constitute an offer of LTIP Units until such determination of suitability shall be made.

(b) The Grantee hereby represents and warrants that

(i) The Grantee either (A) is an "accredited investor" as defined in Rule 501(a) under the Securities Act, or (B) by reason of the business and financial experience of the Grantee, together with the business and financial experience of those persons, if any, retained by the Grantee to represent or advise him with respect to the grant to him of LTIP Units, the potential conversion of LTIP Units into units of limited partnership of the Partnership ("*Common Units*") and the potential redemption of such Common Units for shares the Company's common stock ("*REIT Shares*"), has such knowledge, sophistication and experience in financial and business matters and in making investment decisions of this type that the Grantee (I) is capable of evaluating the merits and risks of an investment in the Partnership and potential investment in the Company and of making an informed investment decision, (II) is capable of protecting his own interest or has engaged representatives or advisors to assist him in protecting his interests, and (III) is capable of bearing the economic risk of such investment.

(ii) The Grantee understands that (A) the Grantee is responsible for consulting his own tax advisors with respect to the application of the U.S. federal income tax laws, and the tax laws of any state, local or other taxing jurisdiction to which the Grantee is or by reason of the award of LTIP Units may become subject, to his particular situation; (B) the Grantee has not received or relied upon business or tax advice from the Company, the Partnership or any of their respective employees, agents, consultants or advisors, in their capacity as such; (C) the Grantee provides services to the Partnership on a regular basis and in such capacity has access to such information, and has such experience of and involvement in the business and operations of the Partnership, as the Grantee believes to be necessary and appropriate to make an informed decision to accept the award of LTIP Units; and (D) an investment in the Partnership and/or the Company involves substantial risks. The Grantee has been given the opportunity to make a thorough investigation of matters relevant to the LTIP Units and has been furnished with, and has reviewed and understands, materials relating to the Partnership and the Company and their respective activities (including, but not limited to, the Background Documents). The Grantee has been afforded the opportunity to obtain any additional information (including any exhibits to the Background Documents) deemed necessary by the Grantee to verify the accuracy of information conveyed to the Grantee. The Grantee confirms that all documents, records, and books pertaining to his receipt of LTIP Units which were requested by the Grantee have been made available or delivered to the Grantee. The Grantee has had an opportunity to ask questions of and receive answers from the Partnership and the Company, or from a person or persons acting on their behalf, concerning the terms and conditions of the LTIP Units. **The Grantee has relied upon, and is making its decision solely upon, the Background Documents and other written information provided to the Grantee by the Partnership or the Company.**

(iii) The LTIP Units to be issued, the Common Units issuable upon conversion of the LTIP Units and any REIT Shares issued in connection with the redemption of any such Common Units will be acquired for the account of the Grantee for investment only and not with a current view to, or with any intention of, a distribution or resale thereof, in whole or in part, or the grant of any participation therein, without prejudice, however, to the Grantee's right (subject to the terms of the LTIP Units, the Stock Plan, the agreement of limited partnership of the Partnership, the articles of organization of the Company, as amended, and the Award Agreement) at all times to sell or otherwise dispose of all or any part of his LTIP Units, Common Units or REIT Shares in compliance with the Securities Act, and applicable state securities laws, and subject, nevertheless, to the disposition of his assets being at all times within his control.

(iv) The Grantee acknowledges that (A) neither the LTIP Units to be issued, nor the Common Units issuable upon conversion of the LTIP Units, have been registered under the Securities Act or state securities laws by reason of a specific exemption or exemptions from registration under the Securities Act and applicable state securities laws and, if such LTIP Units or Common Units are represented by certificates, such certificates will bear a legend to such effect, (B) the reliance by the Partnership and the Company on such exemptions is predicated in part on the accuracy and completeness of the representations and warranties of the Grantee contained herein, (C) such LTIP Units or Common Units, therefore, cannot be resold unless registered under the Securities Act and applicable state securities laws, or unless an exemption from registration is available, (D) there is no public market for such LTIP Units and Common Units and (E) neither the Partnership nor the Company has any obligation or intention to register such LTIP Units or the Common Units issuable upon conversion of the LTIP Units under the Securities Act or any state securities laws or to take any action that would make available any exemption from the registration requirements of such laws, except, that, upon the redemption of the Common Units for REIT Shares, the Company may issue such REIT Shares under the Stock Plan and pursuant to a Registration Statement on Form S-8 under the Securities Act, to the extent that (I) the Grantee is eligible to receive such REIT Shares under the Stock Plan at the time of such issuance, (II) the Company has filed a Form S-8 Registration Statement with the Securities and Exchange Commission registering the issuance of such REIT Shares and (III) such Form S-8 is effective at the time of the issuance of such REIT Shares. The Grantee hereby acknowledges that because of the restrictions on transfer or assignment of such LTIP Units acquired hereby and the Common Units issuable upon conversion of the LTIP Units which are set forth in the Partnership Agreement or this Agreement, the Grantee may have to bear the economic risk of his ownership of the LTIP Units acquired hereby and the Common Units issuable upon conversion of the LTIP Units for an indefinite period of time.

(v) The Grantee has determined that the LTIP Units are a suitable investment for the Grantee.

(vi) No representations or warranties have been made to the Grantee by the Partnership or the Company, or any officer, director, shareholder, agent, or affiliate of any of them, and the

Grantee has received no information relating to an investment in the Partnership or the LTIP Units except the information specified in paragraph (b) above.

(c) So long as the Grantee holds any LTIP Units, the Grantee shall disclose to the Partnership in writing such information as may be reasonably requested with respect to ownership of LTIP Units as the Partnership may deem reasonably necessary to ascertain and to establish compliance with provisions of the Code, applicable to the Partnership or to comply with requirements of any other appropriate taxing authority.

(d) The Grantee hereby agrees to make an election under Section 83(b) of the Code with respect to the LTIP Units awarded hereunder, and has delivered with this Agreement a completed, executed copy of the election form attached hereto as *Exhibit C*. The Grantee agrees to file the election (or to permit the Partnership to file such election on the Grantee's behalf) within thirty (30) days after the award of the LTIP Units hereunder with the IRS Service Center at which such Grantee files his personal income tax returns, and to file a copy of such election with the Grantee's U.S. federal income tax return for the taxable year in which LTIP Units are issued or awarded to the Grantee.

(e) The address set forth on the signature page of this Agreement is the address of the Grantee's principal residence, and the Grantee has no present intention of becoming a resident of any country, state or jurisdiction other than the country and state in which such residence is sited.

EXHIBIT C

ELECTION TO INCLUDE IN GROSS INCOME IN YEAR OF TRANSFER OF PROPERTY PURSUANT TO SECTION 83(B) OF THE INTERNAL REVENUE CODE

The undersigned hereby makes an election pursuant to Section 83(b) of the Internal Revenue Code with respect to the property described below and supplies the following information in accordance with the regulations promulgated thereunder:

1. The name, address and taxpayer identification number of the undersigned are:

Name: ______________________________ (the "*Taxpayer*")

Address: ______________________________

____

Social Security No./Taxpayer Identification No.: ______________

2. Description of property with respect to which the election is being made:

The election is being made with respect to LTIP Units in The Macerich Partnership, L.P. (the "*Partnership*").

3. The date on which the LTIP Units were transferred is , . The taxable year to which this election relates is calendar year .

4. Nature of restrictions to which the LTIP Units are subject:

(a) With limited exceptions, until the LTIP Units vest, the Taxpayer may not transfer in any manner any portion of the LTIP Units without the consent of the Partnership.

(b) The Taxpayer's LTIP Units vest in accordance with the vesting provisions described in the Schedule attached hereto. Unvested LTIP Units are forfeited in accordance with the vesting provisions described in the Schedule attached hereto.

5. The fair market value at time of transfer (determined without regard to any restrictions other than restrictions which by their terms will never lapse) of the LTIP Units with respect to which this election is being made was $0 per LTIP Unit.

6. The amount paid by the Taxpayer for the LTIP Units was $0 per LTIP Unit.

7. A copy of this statement has been furnished to the Partnership and The Macerich Company.

Dated: ______________________________ ______________________________

Name:

SCHEDULE TO EXHIBIT C

Vesting Provisions of LTIP Units

LTIP Units are subject to time-based vesting with $33^{1}/3$% of such units vesting on each successive , beginning and ending . [Vesting schedule subject to change by the Compensation Committee.] The above vesting is conditioned upon the Taxpayer remaining an employee of The Macerich Company (the "Company") through the applicable vesting dates, and subject to acceleration in the event of a change of control of the Company or termination of the Taxpayer's service relationship with the Company under specified circumstances. Unvested LTIP Units are subject to forfeiture in the event of failure to vest based on the passage of time and continued employment with the Company or its subsidiaries.

SCHEDULE A TO LTIP UNITS AWARD AGREEMENT

Date of Award Agreement:

Name of Grantee:

Number of LTIP Units Subject to Grant:

Effective Date:

Initials of Company representative:

Initials of Grantee:

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Exhibit 31.1

THE MACERICH COMPANY
SECTION 302 CERTIFICATION

I, Arthur M. Coppola, certify that:

1. I have reviewed this report on Form 10-Q for the quarter ended March 31, 2008 of The Macerich Company;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 19, 2008

/s/ ARTHUR M. COPPOLA

President and Chief Executive Officer

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Exhibit 31.1

Exhibit 31.2

THE MACERICH COMPANY
SECTION 302 CERTIFICATION

I, Thomas E. O'Hern, certify that:

1. I have reviewed this report on Form 10-Q for the quarter ended March 31, 2008 of The Macerich Company;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

    (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

    (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 19, 2008

/s/ THOMAS E. O'HERN

Executive Vice President and
Chief Financial Officer

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Exhibit 31.2

QuickLinks -- Click here to rapidly navigate through this document

Exhibit 32.1

THE MACERICH COMPANY
WRITTEN STATEMENT
PURSUANT TO
18 U.S.C. SECTION 1350

The undersigned, Arthur M. Coppola and Thomas E. O'Hern, the Chief Executive Officer and Chief Financial Officer, respectively, of The Macerich Company (the "Company"), pursuant to 18 U.S.C. §1350, hereby certify that, to the best of their knowledge:

(i) the Quarterly Report on Form 10-Q for the quarter ended March 31, 2008 of the Company (the "Report") fully complies with the requirements of Section 13(a) and 15(d) of the Securities Exchange Act of 1934; and

(ii) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 19, 2008

/s/ ARTHUR M. COPPOLA

President and Chief Executive Officer

/s/ THOMAS E. O'HERN

Executive Vice President and Chief Financial Officer

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