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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 June 30, 2013

Commission File No. 1-12504

THE MACERICH COMPANY
(Exact name of registrant as specified in its charter)

MARYLAND	**95-4448705**
(State or other jurisdiction of incorporation or organization)	(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 for such shorter period that the Registrant was required to file such reports) 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 has submitted electronically and posted on its corporate web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T during the preceding twelve (12) months (or for such shorter period that the registrant was required to submit and post such files).

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 August 7, 2013 of the registrant's common stock, par value $0.01 per share: 140,537,386 shares

THE MACERICH COMPANY

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THE MACERICH COMPANY

CONSOLIDATED BALANCE SHEETS

(Dollars in thousands, except share data)

(Unaudited)

	June 30, 2013	December 31, 2012
ASSETS:		
Property, net	$ 7,778,785	$ 7,479,546
Cash and cash equivalents	46,943	65,793
Restricted cash	72,260	78,658
Marketable securities	23,062	23,667
Tenant and other receivables, net	96,388	103,744
Deferred charges and other assets, net	549,229	565,130
Loans to unconsolidated joint ventures	2,749	3,345
Due from affiliates	30,747	17,068
Investments in unconsolidated joint ventures	949,726	974,258
Total assets	$ 9,549,889	$ 9,311,209
LIABILITIES AND EQUITY:		
Mortgage notes payable:		
Related parties	$ 272,031	$ 274,609
Others	4,352,182	4,162,734
Total	4,624,213	4,437,343
Bank and other notes payable	566,854	824,027
Accounts payable and accrued expenses	71,641	70,251
Other accrued liabilities	320,201	318,174
Distributions in excess of investments in unconsolidated joint ventures	202,534	152,948
Co-venture obligation	86,677	92,215
Total liabilities	5,872,120	5,894,958
Commitments and contingencies		
Equity:		
Stockholders' equity:		
Common stock, $0.01 par value, 250,000,000 shares authorized, 140,709,202 and 137,507,010 shares issued and outstanding at June 30, 2013 and December 31, 2012, respectively	1,407	1,375
Additional paid-in capital	3,896,495	3,715,895
Accumulated deficit	(562,995)	(639,741)
Total stockholders' equity	3,334,907	3,077,529
Noncontrolling interests	342,862	338,722
Total equity	3,677,769	3,416,251
Total liabilities and equity	$ 9,549,889	$ 9,311,209

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

THE MACERICH COMPANY

CONSOLIDATED STATEMENTS OF OPERATIONS

(Dollars in thousands, except per share amounts)

(Unaudited)

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2013	2012	2013	2012
Revenues:				
Minimum rents	$ 146,992	$ 112,612	$ 290,707	$ 226,379
Percentage rents	2,822	2,625	7,191	6,251
Tenant recoveries	85,364	61,625	167,827	123,605
Management Companies	10,301	9,657	20,451	20,872
Other	11,498	9,138	25,001	16,850
Total revenues	256,977	195,657	511,177	393,957
Expenses:				
Shopping center and operating expenses	82,506	62,032	165,106	124,562
Management Companies' operating expenses	22,816	23,734	45,965	46,259
REIT general and administrative expenses	6,693	5,655	12,717	10,174
Depreciation and amortization	92,333	69,169	183,136	140,699
	204,348	160,590	406,924	321,694
Interest expense:				
Related parties	3,764	3,833	7,544	7,773
Other	50,675	39,464	100,595	78,048
	54,439	43,297	108,139	85,821
Gain on early extinguishment of debt, net	(1,943)	—	(1,943)	—
Total expenses	256,844	203,887	513,120	407,515
Equity in income of unconsolidated joint ventures	92,201	18,691	110,316	49,309
Co-venture expense	(2,138)	(1,304)	(4,179)	(2,395)
Income tax benefit	1,477	3,075	1,721	1,225
(Loss) gain on remeasurement, sale or write down of assets, net	(798)	(1,528)	4,030	17,969
Income from continuing operations	90,875	10,704	109,945	52,550
Discontinued operations:				
Gain on the disposition of assets, net	141,906	131,396	141,912	75,828
Income from discontinued operations	2,035	2,443	5,488	4,441
Total income from discontinued operations	143,941	133,839	147,400	80,269
Net income	234,816	144,543	257,345	132,819
Less net income attributable to noncontrolling interests	15,819	11,189	20,256	13,533
Net income attributable to the Company	$ 218,997	$ 133,354	$ 237,089	$ 119,286
Earnings per common share attributable to Company—basic:				
Income from continuing operations	$ 0.61	$ 0.07	$ 0.72	$ 0.34
Discontinued operations	0.96	0.93	0.99	0.56
Net income attributable to common stockholders	$ 1.57	$ 1.00	$ 1.71	$ 0.90
Earnings per common share attributable to Company—diluted:				
Income from continuing operations	$ 0.61	$ 0.07	$ 0.72	$ 0.34
Discontinued operations	0.96	0.93	0.99	0.56
Net income attributable to common stockholders	$ 1.57	$ 1.00	$ 1.71	$ 0.90
Weighted average number of common shares outstanding:				
Basic	139,372,000	132,768,000	138,460,000	132,520,000
Diluted	139,526,000	132,877,000	138,581,000	132,611,000

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

THE MACERICH COMPANY

CONSOLIDATED STATEMENT OF EQUITY

(Dollars in thousands, except per share data)

(Unaudited)

	Stockholders' Equity						
	Common Stock						
	Shares	Par Value	Additional Paid-in Capital	Accumulated Deficit	Total Stockholders' Equity	Noncontrolling Interests	Total Equity
Balance at January 1, 2013	137,507,010	$ 1,375	$ 3,715,895	$ (639,741)	$ 3,077,529	$ 338,722	$ 3,416,251
Net income	—	—	—	237,089	237,089	20,256	257,345
Share and unit-based compensation plans	79,429	—	10,868	—	10,868	—	10,868
Employee stock purchases	8,941	—	459	—	459	—	459
Stock offerings, net	2,456,956	25	171,149	—	171,174	—	171,174
Distributions paid ($1.16) per share	—	—	—	(160,343)	(160,343)	—	(160,343)
Distributions to noncontrolling interests	—	—	—	—	—	(13,074)	(13,074)
Other	—	—	(3,889)	—	(3,889)	—	(3,889)
Conversion of noncontrolling interests to common shares	656,866	7	12,977	—	12,984	(12,984)	—
Redemption of noncontrolling interests	—	—	(703)	—	(703)	(319)	(1,022)
Adjustment of noncontrolling interest in Operating Partnership	—	—	(10,261)	—	(10,261)	10,261	—
Balance at June 30, 2013	140,709,202	$ 1,407	$ 3,896,495	$ (562,995)	$ 3,334,907	$ 342,862	$ 3,677,769

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 Six Months Ended June 30, 2013	For the Six Months Ended June 30, 2012
Cash flows from operating activities:		
Net income	$ 257,345	$ 132,819
Adjustments to reconcile net income to net cash provided by operating activities:		
Gain on early extinguishment of debt	(1,943)	—
Gain on remeasurement, sale or write down of assets, net	(4,030)	(17,969)
Gain on the disposition of assets, net from discontinued operations	(141,912)	(75,828)
Depreciation and amortization	191,431	156,843
Amortization of net (premium) discount on mortgages, bank and other notes payable	(4,464)	937
Amortization of share and unit-based plans	8,780	5,510
Provision for doubtful accounts	2,583	1,582
Income tax benefit	(1,721)	(1,225)
Equity in income of unconsolidated joint ventures	(110,316)	(49,309)
Distributions of income from unconsolidated joint ventures	8,022	7,886
Co-venture expense	4,179	2,395
Changes in assets and liabilities, net of acquisitions and dispositions:		
Tenant and other receivables	4,773	9,700
Other assets	19,376	4,226
Due from affiliates	(349)	(185)
Accounts payable and accrued expenses	(3,653)	4,838
Other accrued liabilities	(45,314)	(37,622)
Net cash provided by operating activities	182,787	144,598
Cash flows from investing activities:		
Acquisitions of property	(492,577)	(70,925)
Development, redevelopment, expansion and renovation of properties	(86,982)	(59,735)
Property improvements	(11,049)	(3,126)
Issuance of notes receivable	(13,330)	(12,500)
Proceeds from maturities of marketable securities	689	689
Deferred leasing costs	(16,769)	(14,302)
Distributions from unconsolidated joint ventures	220,102	71,522
Contributions to unconsolidated joint ventures	(42,616)	(40,918)
Collection of/loans to unconsolidated joint ventures, net	596	592
Proceeds from sale of assets	315,059	130,645
Restricted cash	6,398	5,760
Net cash (used in) provided by investing activities	(120,479)	7,702

THE MACERICH COMPANY

CONSOLIDATED STATEMENTS OF CASH FLOWS (Continued)

(Dollars in thousands)

(Unaudited)

	For the Six Months Ended June 30, 2013	2012
Cash flows from financing activities:		
Proceeds from mortgages, bank and other notes payable	$ 2,093,503	$ 1,235,885
Payments on mortgages, bank and other notes payable	(2,156,635)	(1,191,245)
Deferred financing costs	(5,503)	(3,000)
Net proceeds from stock offerings	171,174	—
Proceeds from share and unit-based plans	459	425
Exercise of stock warrants	—	(3,448)
Redemption of noncontrolling interests	(1,022)	(15)
Contribution from noncontrolling interests	—	776
Dividends and distributions	(173,417)	(161,139)
Distributions to co-venture partner	(9,717)	(7,990)
Net cash used in financing activities	(81,158)	(129,751)
Net (decrease) increase in cash and cash equivalents	(18,850)	22,549
Cash and cash equivalents, beginning of period	65,793	67,248
Cash and cash equivalents, end of period	$ 46,943	$ 89,797
Supplemental cash flow information:		
Cash payments for interest, net of amounts capitalized	$ 113,201	$ 88,573
Non-cash transactions:		
Accrued development costs included in accounts payable and accrued expenses and other accrued liabilities	$ 23,063	$ 17,325
Mortgage notes payable settled by deed-in-lieu of foreclosure	$ —	$ 185,000
Application of deposit to acquire property	$ 30,000	$ —
Conversion of noncontrolling interests to common shares	$ 12,984	$ 11,276

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

THE MACERICH COMPANY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

(Dollars in thousands, except per share amounts)

(Unaudited)

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 June 30, 2013, the Company was the sole general partner of, and held a 94% ownership interest in, The Macerich Partnership, L.P. (the "Operating Partnership"). The Company was organized to qualify as a real estate investment trust ("REIT") under the Internal Revenue Code of 1986, as amended (the "Code").

The property management, leasing and redevelopment of the Company's portfolio is provided by the Company's management companies, Macerich Property Management Company, LLC, a single member Delaware limited liability company, Macerich Management Company, a California corporation, Macerich Arizona Partners LLC, a single member Arizona limited liability company, Macerich Arizona Management LLC, a single member Delaware limited liability company, Macerich 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. All seven of the management companies are collectively referred to herein as the "Management Companies."

All references to the Company in this Quarterly Report on Form 10-Q include the Company, those entities owned or controlled by the Company and predecessors of the Company, unless the context indicates otherwise.

2. Summary of Significant Accounting Policies:

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 in which the Company has a controlling financial interest or entities that meet the definition of a variable interest entity in which the Company has, as a result of ownership, contractual or other financial interests, both the power to direct activities that most significantly impact the economic performance of the variable interest entity and the obligation to absorb losses or the right to receive benefits that could potentially be significant to the variable interest entity are consolidated; otherwise they are accounted for under the equity method of accounting and are reflected as investments in unconsolidated joint ventures.

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

THE MACERICH COMPANY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in thousands, except per share amounts)

(Unaudited)

2. Summary of Significant Accounting Policies: (Continued)

The unaudited interim consolidated financial statements should be read in conjunction with the Company's audited consolidated financial statements and notes thereto included in the Company's Annual Report on Form 10-K for the year ended December 31, 2012. 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, 2012 has been derived from the audited financial statements, but does not include all disclosures required by GAAP.

THE MACERICH COMPANY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in thousands, except per share amounts)

(Unaudited)

3. Earnings per Share ("EPS"):

The following table reconciles the numerator and denominator used in the computation of earnings per share for the three and six months ended June 30, 2013 and 2012 (shares in thousands):

	For the Three Months Ended June 30, 2013	For the Three Months Ended June 30, 2012	For the Six Months Ended June 30, 2013	For the Six Months Ended June 30, 2012
Numerator				
Income from continuing operations	$ 90,875	$ 10,704	$ 109,945	$ 52,550
Income from discontinued operations	143,941	133,839	147,400	80,269
Net income attributable to noncontrolling interests	(15,819)	(11,189)	(20,256)	(13,533)
Net income attributable to the Company	218,997	133,354	237,089	119,286
Allocation of earnings to participating securities	(217)	(115)	(216)	(380)
Numerator for basic and diluted earnings per share—net income attributable to common stockholders	$ 218,780	$ 133,239	$ 236,873	$ 118,906
Denominator				
Denominator for basic earnings per share—weighted average number of common shares outstanding	139,372	132,768	138,460	132,520
Effect of dilutive securities:(1)				
Stock warrants	—	68	—	84
Share and unit-based compensation plans	154	41	121	7
Denominator for diluted earnings per share—weighted average number of common shares outstanding	139,526	132,877	138,581	132,611
Earnings per common share—basic:				
Income from continuing operations	$ 0.61	$ 0.07	$ 0.72	$ 0.34
Discontinued operations	0.96	0.93	0.99	0.56
Net income attributable to common stockholders	$ 1.57	$ 1.00	$ 1.71	$ 0.90
Earnings per common share—diluted:				
Income from continuing operations	$ 0.61	$ 0.07	$ 0.72	$ 0.34
Discontinued operations	0.96	0.93	0.99	0.56
Net income attributable to common stockholders	$ 1.57	$ 1.00	$ 1.71	$ 0.90

(1) The convertible senior notes ("Senior Notes") are excluded from diluted EPS for the six months ended June 30, 2012 as their impact was antidilutive. The Senior Notes were paid off in full on March 15, 2012 (See Note 10—Bank and Other Notes Payable).

Diluted EPS excludes 184,304 and 198,745 convertible preferred units for the three months ended June 30, 2013 and 2012, respectively, and 184,304 and 203,693 convertible preferred units for the six months ended June 30, 2013 and 2012, respectively, as their impact was antidilutive.

THE MACERICH COMPANY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in thousands, except per share amounts)

(Unaudited)

3. Earnings per Share ("EPS"): (Continued)

Diluted EPS excludes 1,154,221 unexercised stock appreciation rights ("SARs") for the six months ended June 30, 2012 as their impact was antidilutive.

Diluted EPS excludes 9,938,795 and 11,262,293 Operating Partnership units ("OP Units") for the three months ended June 30, 2013 and 2012, respectively, and 10,072,120 and 11,220,562 OP Units for the six months ended June 30, 2013 and 2012, respectively, as their impact was antidilutive.

4. Investments in Unconsolidated Joint Ventures:

During 2012 and 2013, the Company made the following investments and dispositions relating to its unconsolidated joint ventures:

On March 30, 2012, the Company sold its 50% ownership interest in Chandler Village Center, a 273,000 square foot community center in Chandler, Arizona, for a total sales price of $14,795, resulting in a gain on sale of assets of $8,184 that was included in gain on remeasurement, sale or write down of assets, net during the six months ended June 30, 2012. The sales price was funded by a cash payment of $6,045 and the assumption of the Company's share of the mortgage note payable on the property of $8,750. The Company used the cash proceeds from the sale to pay down its line of credit and for general corporate purposes.

On March 30, 2012, the Company sold its 50% ownership interest in Chandler Festival, a 500,000 square foot community center in Chandler, Arizona, for a total sales price of $30,975, resulting in a gain on sale of assets of $12,347 that was included in gain on remeasurement, sale or write down of assets, net during the six months ended June 30, 2012. The sales price was funded by a cash payment of $16,183 and the assumption of the Company's share of the mortgage note payable on the property of $14,792. The Company used the cash proceeds from the sale to pay down its line of credit and for general corporate purposes.

On March 30, 2012, the Company's joint venture in SanTan Village Power Center, a 491,000 square foot community center in Gilbert, Arizona, sold the property for $54,780, resulting in a gain on sale of assets to the joint venture of $23,294. The cash proceeds from the sale were used to pay off the $45,000 mortgage loan on the property and the remaining $9,780 was distributed to the partners. The Company's share of the gain recognized was $11,502, which was included in equity in income of unconsolidated joint ventures during the six months ended June 30, 2012, offset in part by $3,565, which was included in net income attributable to noncontrolling interests during the six months ended June 30, 2012. The Company used its share of the proceeds to pay down its line of credit and for general corporate purposes.

On May 31, 2012, the Company sold its 50% ownership interest in Chandler Gateway, a 260,000 square foot community center in Chandler, Arizona, for a total sales price of $14,315, resulting in a gain on sale of assets of $3,363 that was included in gain on remeasurement, sale or write down of assets, net during the six months ended June 30, 2012. The sales price was funded by a cash payment of $4,921 and the assumption of the Company's share of the mortgage note payable on the property of $9,394. The Company used the cash proceeds from the sale to pay down its line of credit and for general corporate purposes.

4. Investments in Unconsolidated Joint Ventures: (Continued)

On August 10, 2012, the Company was bought out of its ownership interest in NorthPark Center, a 1,946,000 square foot regional shopping center in Dallas, Texas, for $118,810, resulting in a gain of $24,590. The Company used the cash proceeds to pay down its line of credit.

On October 3, 2012, the Company acquired the remaining 75% ownership interest in FlatIron Crossing, a 1,425,000 square foot regional shopping center in Broomfield, Colorado, that it did not own for $310,397. The purchase price was funded by a cash payment of $195,900 and the assumption of the third party's share of the mortgage note payable on the property of $114,497. Prior to the acquisition, the Company had accounted for its investment in FlatIron Crossing under the equity method. Since the date of acquisition, the Company has included FlatIron Crossing in its consolidated financial statements (See Note 14—Acquisitions).

On October 26, 2012, the Company acquired the remaining 33.3% ownership interest in Arrowhead Towne Center, a 1,196,000 square foot regional shopping center in Glendale, Arizona, that it did not own for $144,400. The purchase price was funded by a cash payment of $69,025 and the assumption of the third party's pro rata share of the mortgage note payable on the property of $75,375. Prior to the acquisition, the Company had accounted for its investment in Arrowhead Towne Center under the equity method. Since the date of acquisition, the Company has included Arrowhead Towne Center in its consolidated financial statements (See Note 14—Acquisitions).

On May 29, 2013, the Company's joint venture in Pacific Premier Retail LP sold Redmond Town Center Office, a 582,000 square foot office building in Redmond, Washington, for $185,000, resulting in a gain on the sale of assets of $89,183 to the joint venture. The Company's share of the gain was $44,438, which was included in equity in income of unconsolidated joint ventures during the three and six months ended June 30, 2013. The Company used its share of the proceeds to pay down its line of credit and for general corporate purposes.

On June 12, 2013, the Company's joint venture in Pacific Premier Retail LP sold Kitsap Mall, a 846,000 square foot regional shopping center in Silverdale, Washington, for $127,000, resulting in a gain on the sale of assets of $55,166 to the joint venture. The Company's share of the gain was $28,135, which was included in equity in income of unconsolidated joint ventures during the three and six months ended June 30, 2013. The Company used its share of the proceeds to pay down its line of credit and for general corporate purposes.

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

(Dollars in thousands, except per share amounts)

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4. Investments in Unconsolidated Joint Ventures: (Continued)

Combined Condensed Balance Sheets of Unconsolidated Joint Ventures:

	June 30, 2013	December 31, 2012
Assets(1):		
Properties, net	$ 3,534,985	$ 3,653,631
Other assets	338,541	411,862
Total assets	$ 3,873,526	$ 4,065,493
Liabilities and partners' capital(1):		
Mortgage notes payable(2)	$ 3,151,636	$ 3,240,723
Other liabilities	181,254	148,711
Company's capital	236,045	304,477
Outside partners' capital	304,591	371,582
Total liabilities and partners' capital	$ 3,873,526	$ 4,065,493
Investments in unconsolidated joint ventures:		
Company's capital	$ 236,045	$ 304,477
Basis adjustment(3)	511,147	516,833
	$ 747,192	$ 821,310
Assets—Investments in unconsolidated joint ventures	$ 949,726	$ 974,258
Liabilities—Distributions in excess of investments in unconsolidated joint ventures	(202,534)	(152,948)
	$ 747,192	$ 821,310

(1) These amounts include the assets and liabilities of the following joint ventures as of June 30, 2013 and December 31, 2012:

	Pacific Premier Retail LP	Tysons Corner LLC
As of June 30, 2013:		
Total Assets	$ 882,490	$ 467,632
Total Liabilities	$ 815,322	$ 337,804
As of December 31, 2012:		
Total Assets	$ 1,039,742	$ 409,622
Total Liabilities	$ 942,370	$ 329,145

(2) Certain mortgage notes payable could become recourse debt to the Company should the joint venture be unable to discharge the obligations of the related debt. As of June 30, 2013 and December 31, 2012, a total of $51,130 and $51,171, respectively, could become recourse debt to

THE MACERICH COMPANY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in thousands, except per share amounts)

(Unaudited)

4. Investments in Unconsolidated Joint Ventures: (Continued)

the Company. As of June 30, 2013 and December 31, 2012, the Company has indemnity agreements from joint venture partners for $21,270 of the guaranteed amount.

Included in mortgage notes payable are amounts due to affiliates of Northwestern Mutual Life ("NML") of $433,641 and $436,857 as of June 30, 2013 and December 31, 2012, respectively. NML is considered a related party because it is a joint venture partner with the Company in Macerich Northwestern Associates—Broadway Plaza. Interest expense incurred on these borrowings amounted to $6,854 and $10,939 for the three months ended June 30, 2013 and 2012, respectively, and $13,797 and $21,994 for the six months ended June 30, 2013 and 2012, respectively.

(3) The Company amortizes the difference between the cost of its investments in unconsolidated joint ventures and the book value of the underlying equity into income on a straight-line basis consistent with the lives of the underlying assets. The amortization of this difference was $3,331 and $3,132 for the three months ended June 30, 2013 and 2012, respectively, and $5,893 and $3,075 for the six months ended June 30, 2013 and 2012, respectively.

THE MACERICH COMPANY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in thousands, except per share amounts)

(Unaudited)

4. Investments in Unconsolidated Joint Ventures: (Continued)

Combined Condensed Statements of Operations of Unconsolidated Joint Ventures:

	Pacific Premier Retail LP	Tysons Corner LLC	Other Joint Ventures	Total
Three Months Ended June 30, 2013				
Revenues:				
Minimum rents	$ 31,221	$ 15,685	$ 59,969	$ 106,875
Percentage rents	594	180	2,936	3,710
Tenant recoveries	14,486	11,697	26,688	52,871
Other	1,643	652	11,367	13,662
Total revenues	47,944	28,214	100,960	177,118
Expenses:				
Shopping center and operating expenses	14,269	8,519	34,790	57,578
Interest expense	11,293	1,784	20,929	34,006
Depreciation and amortization	10,720	4,501	23,299	38,520
Total operating expenses	36,282	14,804	79,018	130,104
Gain on remeasurement, sale or write down of assets, net	144,349	—	891	145,240
Net income	$ 156,011	$ 13,410	$ 22,833	$ 192,254
Company's equity in net income	$ 78,426	$ 5,161	$ 8,614	$ 92,201
Three Months Ended June 30, 2012				
Revenues:				
Minimum rents	$ 32,459	$ 15,962	$ 85,685	$ 134,106
Percentage rents	771	233	3,027	4,031
Tenant recoveries	14,402	10,814	41,750	66,966
Other	1,261	669	9,780	11,710
Total revenues	48,893	27,678	140,242	216,813
Expenses:				
Shopping center and operating expenses	14,148	8,560	52,938	75,646
Interest expense	13,213	3,043	37,323	53,579
Depreciation and amortization	10,559	5,109	31,377	47,045
Total operating expenses	37,920	16,712	121,638	176,270
Loss on remeasurement, sale or write down of assets, net	(10)	—	(14)	(24)
Net income	$ 10,963	$ 10,966	$ 18,590	$ 40,519
Company's equity in net income	$ 5,577	$ 4,302	$ 8,812	$ 18,691

THE MACERICH COMPANY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in thousands, except per share amounts)

(Unaudited)

4. Investments in Unconsolidated Joint Ventures: (Continued)

	Pacific Premier Retail LP	Tysons Corner LLC	Other Joint Ventures	Total
Six Months Ended June 30, 2013				
Revenues:				
Minimum rents	$ 64,353	$ 31,182	$ 120,930	$ 216,465
Percentage rents	1,583	746	4,238	6,567
Tenant recoveries	28,440	22,721	53,900	105,061
Other	2,894	1,570	18,780	23,244
Total revenues	97,270	56,219	197,848	351,337
Expenses:				
Shopping center and operating expenses	28,717	17,001	70,961	116,679
Interest expense	22,867	4,024	45,046	71,937
Depreciation and amortization	21,630	8,931	45,120	75,681
Total operating expenses	73,214	29,956	161,127	264,297
Gain on remeasurement, sale or write down of assets, net	144,349	—	701	145,050
Net income	$ 168,405	$ 26,263	$ 37,422	$ 232,090
Company's equity in net income	$ 84,117	$ 10,038	$ 16,161	$ 110,316
Six Months Ended June 30, 2012				
Revenues:				
Minimum rents	$ 66,094	$ 31,302	$ 175,790	$ 273,186
Percentage rents	1,734	633	6,317	8,684
Tenant recoveries	27,876	21,629	84,162	133,667
Other	2,527	1,346	18,360	22,233
Total revenues	98,231	54,910	284,629	437,770
Expenses:				
Shopping center and operating expenses	28,310	17,074	108,861	154,245
Interest expense	26,501	6,064	76,446	109,011
Depreciation and amortization	21,021	10,185	62,430	93,636
Total operating expenses	75,832	33,323	247,737	356,892
(Loss) gain on remeasurement, sale or write down of assets, net	(10)	—	22,976	22,966
Net income	$ 22,389	$ 21,587	$ 59,868	$ 103,844
Company's equity in net income	$ 11,387	$ 8,349	$ 29,573	$ 49,309

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

THE MACERICH COMPANY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in thousands, except per share amounts)

(Unaudited)

5. Property:

Property consists of the following:

	June 30, 2013	December 31, 2012
Land	$ 1,689,899	$ 1,572,621
Buildings and improvements	6,530,904	6,417,674
Tenant improvements	512,875	496,203
Equipment and furnishings	149,129	149,959
Construction in progress	466,308	376,249
	9,349,115	9,012,706
Less accumulated depreciation	(1,570,330)	(1,533,160)
	$ 7,778,785	$ 7,479,546

Depreciation expense was $69,013 and $55,696 for the three months ended June 30, 2013 and 2012, respectively, and $138,174 and $116,207 for the six months ended June 30, 2013 and 2012, respectively.

The gain on remeasurement, sale or write down of assets, net includes the write off of development costs of $798 and $4,891 for the three months ended June 30, 2013 and 2012, respectively, and $1,371 and $5,925 during the six months ended June 30, 2013 and 2012, respectively. In addition, the gain on remeasurement, sale or write down of assets, net includes the gain on the sale of assets of $5,401 during the six months ended June 30, 2013.

6. Marketable Securities:

Marketable securities consist of the following:

	June 30, 2013	December 31, 2012
Government debt securities, at par value	$ 23,080	$ 23,769
Less discount	(18)	(102)
	23,062	23,667
Unrealized gain	137	685
Fair value (Level 1 measurement)	$ 23,199	$ 24,352

The future contractual maturities of marketable securities are less than one year. The proceeds from maturities and interest receipts from the marketable securities are restricted to the service of the Greeley Note (See Note 10—Bank and Other Notes Payable).

7. Tenant and Other Receivables, net:

Included in tenant and other receivables, net, is an allowance for doubtful accounts of $2,547 and $2,374 at June 30, 2013 and December 31, 2012, respectively. Also included in tenant and other

THE MACERICH COMPANY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in thousands, except per share amounts)

(Unaudited)

7. Tenant and Other Receivables, net: (Continued)

receivables, net, are accrued percentage rents of $1,334 and $9,168 at June 30, 2013 and December 31, 2012, respectively, and deferred rent receivable due to straight-line rent adjustments of $51,745 and $49,129 at June 30, 2013 and December 31, 2012, respectively.

Included in tenant and other receivables, net, are the following notes receivable:

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 June 30, 2013 and December 31, 2012, the note had a balance of $8,342 and $8,502, respectively.

On August 18, 2009, the Company received a note receivable from J&R Holdings XV, LLC ("Pederson") that bears interest at 11.6% and matures on December 31, 2013. Pederson is considered a related party because it has an ownership interest in Promenade at Casa Grande. The note is secured by Pederson's interest in Promenade at Casa Grande. Interest income on the note was $155 and $154 for the three months ended June 30, 2013 and 2012, respectively, and $308 and $258 for the six months ended June 30, 2013 and 2012, respectively. The balance on the note at June 30, 2013 and December 31, 2012 was $3,445.

8. Deferred Charges and Other Assets, net:

Deferred charges and other assets, net, consist of the following:

	June 30, 2013	December 31, 2012
Leasing	$ 231,434	$ 234,498
Financing	46,977	42,868
Intangible assets:		
In-place lease values	196,539	175,735
Leasing commissions and legal costs	49,613	46,419
Above-market leases	127,087	118,033
Deferred tax assets	31,399	33,414
Deferred compensation plan assets	27,311	24,670
Acquisition deposit	—	30,000
Other assets	61,316	72,811
	771,676	778,448
Less accumulated amortization(1)	(222,447)	(213,318)
	$ 549,229	$ 565,130

(1) Accumulated amortization includes $72,957 and $62,792 relating to in-place lease values, leasing commissions and legal costs at June 30, 2013 and December 31, 2012, respectively. Amortization expense of in-place lease values, leasing commissions and legal costs was $14,489 and $6,553 for the three months ended June 30, 2013 and 2012, respectively, and $28,383 and $16,205 for the six months ended June 30, 2013 and 2012, respectively.

THE MACERICH COMPANY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in thousands, except per share amounts)

(Unaudited)

8. Deferred Charges and Other Assets, net: (Continued)

The allocated values of above-market leases and below-market leases consist of the following:

	June 30, 2013	December 31, 2012
Above-Market Leases		
Original allocated value	$ 127,087	$ 118,033
Less accumulated amortization	(44,055)	(46,361)
	$ 83,032	$ 71,672
Below-Market Leases(1)		
Original allocated value	$ 189,511	$ 164,489
Less accumulated amortization	(73,488)	(77,131)
	$ 116,023	$ 87,358

(1) Below-market leases are included in other accrued liabilities.

THE MACERICH COMPANY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in thousands, except per share amounts)

(Unaudited)

9. Mortgage Notes Payable:

Mortgage notes payable at June 30, 2013 and December 31, 2012 consist of the following:

	Carrying Amount of Mortgage Notes(1)						
	June 30, 2013		December 31, 2012				
Property Pledged as Collateral	Related Party	Other	Related Party	Other	Effective Interest Rate(2)	Monthly Debt Service(3)	Maturity Date(4)
Arrowhead Towne Center	$ —	$ 239,624	$ —	$ 243,176	2.76%	$ 1,131	2018
Chandler Fashion Center(5)	—	200,000	—	200,000	3.77%	625	2019
Chesterfield Towne Center	—	110,000	—	110,000	4.80%	573	2022
Danbury Fair Mall	118,490	118,490	119,823	119,823	5.53%	1,538	2020
Deptford Mall	—	203,462	—	205,000	3.76%	947	2023
Deptford Mall	—	14,676	—	14,800	6.46%	101	2016
Eastland Mall	—	168,000	—	168,000	5.79%	811	2016
Fashion Outlets of Chicago(6)	—	55,123	—	9,165	2.99%	124	2017
Fashion Outlets of Niagara Falls USA	—	125,309	—	126,584	4.89%	727	2020
Fiesta Mall(7)	—	84,000	—	84,000	4.98%	341	2015
Flagstaff Mall	—	37,000	—	37,000	5.03%	151	2015
FlatIron Crossing(8)	—	—	—	173,561	—	—	—
Freehold Raceway Mall(5)	—	232,900	—	232,900	4.20%	805	2018
Fresno Fashion Fair	80,006	80,006	80,601	80,602	6.76%	1,104	2015
Great Northern Mall	—	35,944	—	36,395	5.19%	234	2013
Green Acres Mall(9)	—	322,920	—	—	3.61%	1,447	2021
Kings Plaza Shopping Center(10)	—	495,292	—	354,000	3.67%	2,229	2019
Northgate Mall(11)	—	64,000	—	64,000	3.07%	130	2017
Oaks, The	—	216,199	—	218,119	4.14%	1,064	2022
Pacific View	—	137,114	—	138,367	4.08%	668	2022
Paradise Valley Mall(12)	—	79,500	—	81,000	6.30%	614	2014
Promenade at Casa Grande(13)	—	65,230	—	73,700	5.21%	245	2013
Salisbury, Centre at	—	115,000	—	115,000	5.83%	555	2016
Santa Monica Place	—	237,929	—	240,000	2.99%	1,004	2018
SanTan Village Regional Center(14)	—	138,000	—	138,087	3.14%	589	2019
South Plains Mall	—	100,587	—	101,340	6.58%	648	2015
South Towne Center(15)	—	—	—	85,247	—	—	—
Towne Mall	—	23,183	—	23,369	4.48%	117	2022
Tucson La Encantada	73,535	—	74,185	—	4.23%	368	2022
Twenty Ninth Street(16)	—	107,000	—	107,000	3.03%	251	2016
Valley Mall	—	42,525	—	42,891	5.85%	280	2016
Valley River Center	—	120,000	—	120,000	5.59%	558	2016
Victor Valley, Mall of(17)	—	90,000	—	90,000	2.75%	183	2014
Vintage Faire Mall(15)	—	99,774	—	135,000	5.81%	586	2015
Westside Pavilion	—	153,395	—	154,608	4.49%	783	2022
Wilton Mall(18)	—	40,000	—	40,000	1.20%	29	2013
	$ 272,031	$ 4,352,182	$ 274,609	$ 4,162,734			

(1) 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 to interest expense over the remaining term of the related debt in a manner that approximates the effective interest method.

(Dollars in thousands, except per share amounts)

9. Mortgage Notes Payable: (Continued)

Debt premiums (discounts) consist of the following:

Property Pledged as Collateral	June 30, 2013	December 31, 2012
Arrowhead Towne Center	$ 16,179	$ 17,716
Deptford Mall	(17)	(19)
Fashion Outlets of Niagara Falls USA	6,806	7,270
FlatIron Crossing	—	5,232
Great Northern Mall	(13)	(28)
Valley Mall	(263)	(307)
	$ 22,692	$ 29,864

(2) The interest rate disclosed represents the effective interest rate, including the debt premiums (discounts) and deferred finance costs.

(3) The monthly debt service represents the payment of principal and interest.

(4) The maturity date assumes that all extension options are fully exercised and that the Company does not opt to refinance the debt prior to these dates. These extension options are at the Company's discretion, subject to certain conditions, which the Company believes will be met.

(5) A 49.9% interest in the loan has been assumed by a third party in connection with a co-venture arrangement (See Note 11—Co-Venture Arrangement).

(6) The construction loan on the property allows for borrowings up to $140,000, bears interest at LIBOR plus 2.50% and matures on March 5, 2017, including extension options. At June 30, 2013 and December 31, 2012, the total interest rate was 2.99% and 3.00%, respectively.

(7) The Company is in negotiations with the loan servicer, which will likely result in a transition of the property to the loan servicer or receiver.

(8) This loan was paid off in full on June 4, 2013, which resulted in a gain of $2,790 on the early extinguishment of debt.

(9) On January 24, 2013, in connection with the Company's acquisition of Green Acres Mall (See Note 14—Acquisitions), the Company placed a new loan on the property that allowed for borrowings of up to $325,000, bears interest at an effective interest rate of 3.61% and matures on February 3, 2021. Concurrent with the acquisition, the Company borrowed $100,000 on the loan. On January 31, 2013, the Company exercised its option to borrow an additional $225,000 on the loan.

(10) On January 3, 2013, the Company exercised its option to borrow an additional $146,000 on the loan.

(11) The loan bears interest at LIBOR plus 2.25% and matures on March 1, 2017. At June 30, 2013 and December 31, 2012, the total interest rate was 3.07% and 3.09%, respectively.

(12) The loan bears interest at LIBOR plus 4.0% with a total interest rate floor of 5.50% and matures on August 31, 2014. At June 30, 2013 and December 31, 2012, the total interest rate was 6.30%.

(13) The loan bears interest at LIBOR plus 4.0% with a LIBOR rate floor of 0.50% and matures on December 30, 2013. At June 30, 2013 and December 31, 2012, the total interest rate was 5.21%.

(14) On May 30, 2013, the joint venture replaced the existing loan on the property with a new $138,000 loan that bears interest at 3.14% and matures on June 1, 2019.

THE MACERICH COMPANY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in thousands, except per share amounts)

(Unaudited)

9. Mortgage Notes Payable: (Continued)

(15) On April 30, 2013, the existing loan on Vintage Faire Mall was paid off in full, resulting in a loss of $847 on the early extinguishment of debt. Concurrently, the loan on South Towne Center was assumed by Vintage Faire Mall. An additional $15,200 loan was added to the assumed loan that bears interest at 2.50% and matures on November 5, 2015.

(16) The loan bears interest at LIBOR plus 2.63% and matures on January 18, 2016. At June 30, 2013 and December 31, 2012, the total interest rate was 3.03% and 3.04%, respectively.

(17) The loan bears interest at LIBOR plus 2.25% and matures on November 6, 2014. At June 30, 2013 and December 31, 2012, the total interest rate was 2.75% and 2.12%, respectively.

(18) The loan bore interest at LIBOR plus 0.675% and was paid off in full on August 1, 2013. As additional collateral for the loan, the Company was required to maintain a deposit of $40,000 with the lender, which was included in restricted cash as of June 30, 2013 and December 31, 2012. The interest on the deposit was not restricted. At June 30, 2013 and December 31, 2012, the total interest rate was 1.20% and 1.22%, respectively.

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

Most of the Company's mortgage notes payable are secured by the properties on which they are placed and are non-recourse to the Company. As of June 30, 2013 and December 31, 2012, a total of $216,421 and $213,466, respectively, of the mortgage notes payable could become recourse to the Company. The Company had indemnity agreements from consolidated joint venture partners for $28,208 of the guaranteed amount at December 31, 2012.

The Company expects that all loan maturities during the next twelve months will be refinanced, restructured, extended and/or paid-off from the Company's line of credit or with cash on hand.

Total interest expense capitalized was $3,135 and $2,562 during the three months ended June 30, 2013 and 2012, respectively, and $6,642 and $4,915 during the six months ended June 30, 2013 and 2012, respectively.

Related party mortgage notes payable are amounts due to affiliates of NML. See Note 17—Related Party Transactions for interest expense associated with loans from NML.

The fair value of mortgage notes payable at June 30, 2013 and December 31, 2012 was $4,730,390 and $4,567,658, respectively, based on current interest rates for comparable loans. The method for computing fair value (Level 2 measurement) was determined using a present value model and an interest rate that included a credit value adjustment based on the estimated value of the property that serves as collateral for the underlying debt.

10. Bank and Other Notes Payable:

Bank and other notes payable consist of the following:

Senior Notes:

On March 16, 2007, the Company issued $950,000 in Senior Notes that matured on March 15, 2012. The Senior Notes bore interest at 3.25%, payable semiannually, were senior to unsecured debt of the Company and were guaranteed by the Operating Partnership. On or after December 15, 2011, the

THE MACERICH COMPANY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in thousands, except per share amounts)

(Unaudited)

10. Bank and Other Notes Payable: (Continued)

Senior Notes were convertible at any time prior to March 13, 2012. The conversion right was not exercised prior to the maturity date of the Senior Notes. On March 15, 2012, the Company paid-off in full the $439,318 of Senior Notes then outstanding.

Line of Credit:

On May 2, 2011, the Company obtained a $1,500,000 revolving line of credit that bore interest at LIBOR plus a spread of 1.75% to 3.0% depending on the Company's overall leverage and was to mature on May 2, 2015 with a one-year extension option. Based on the Company's leverage level as of June 30, 2013, the borrowing rate on the facility was LIBOR plus 2.25%. The line of credit had the ability to be expanded, depending on certain conditions, up to a total facility of $2,000,000 less the outstanding balance of the $125,000 unsecured term loan as described below. As of June 30, 2013 and December 31, 2012, borrowings under the line of credit were $405,000 and $675,000, respectively, at an average interest rate of 2.99% and 2.76%, respectively. The fair value (Level 2 measurement) of the line of credit at June 30, 2013 and December 31, 2012 was $409,755 and $675,107, respectively, based on a present value model using a credit interest rate spread offered to the Company for comparable debt.

On August 6, 2013, the Company's line of credit was amended and extended. The amended facility provides for an interest rate of LIBOR plus a spread of 1.375% to 2.0%, depending on the Company's overall leverage levels and matures on August 6, 2018. The interest rate, as of the amendment date, was LIBOR plus 1.50%. In addition, the line of credit can be expanded, depending on certain conditions, up to a total amount of $2,000,000 (without giving effect to the $125,000 unsecured term loan described below).

Term Loan:

On December 8, 2011, the Company obtained a $125,000 unsecured term loan under the line of credit that bears interest at LIBOR plus a spread of 1.95% to 3.20% depending on the Company's overall leverage and matures on December 8, 2018. Based on the Company's leverage level as of June 30, 2013, the borrowing rate is LIBOR plus 2.20%. As of June 30, 2013 and December 31, 2012, the total interest rate was 2.79% and 2.57%, respectively. The fair value (Level 2 measurement) of the term loan at June 30, 2013 and December 31, 2012 was $119,904 and $121,821, respectively, based on a present value model using a credit interest rate spread offered to the Company for comparable debt.

Greeley Note:

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 6—Marketable Securities). As a result of this transaction, the mortgage note payable was reclassified to bank and other notes payable. This note bears interest at an effective rate of 6.34% and matures on September 1, 2013. At June 30, 2013 and December 31, 2012, the Greeley Note had a balance outstanding of $23,593 and $24,027, respectively. The fair value (Level 2 measurement) of the note at June 30, 2013 and December 31, 2012 was $23,758 and $24,685, respectively, based on current

10. Bank and Other Notes Payable: (Continued)

interest rates for comparable notes. The method for computing fair value was determined using a present value model and an interest rate that included a credit value adjustment based on the estimated value of the collateral for the underlying debt.

Prasada Note:

On March 29, 2013, the Company issued a $13,330 note payable that bears interest at 5.25% and matures on March 29, 2016. The note payable is collateralized by a portion of a development reimbursement agreement with the City of Surprise, Arizona. At June 30, 2013, the note had a balance of $13,261. The fair value (Level 2 measurement) of the note at June 30, 2013 was $14,008 based on current interest rates for comparable notes. The method for computing fair value was determined using a present value model and an interest rate that included a credit value adjustment based on the estimated value of the collateral for the underlying debt.

As of June 30, 2013 and December 31, 2012, the Company was in compliance with all applicable financial loan covenants.

11. Co-Venture Arrangement:

On September 30, 2009, the Company formed a joint venture, whereby a third party acquired a 49.9% interest in Freehold Raceway Mall and Chandler Fashion Center. As part of this transaction, the Company issued a warrant in favor of the third party to purchase 935,358 shares of common stock of the Company at an exercise price of $46.68 per share. See Note 13—Stockholders' Equity. The Company received approximately $174,650 in cash proceeds for the overall transaction, of which $6,496 was attributed to the warrant.

As a result of the Company having certain rights under the agreement to repurchase the assets after the seventh year of the venture formation, the transaction did not qualify for sale treatment. The Company, however, is not obligated to repurchase the assets. The transaction has been accounted for as a profit-sharing arrangement, and accordingly the assets, liabilities and operations of the properties remain on the books of the Company and a co-venture obligation was established for the amount of $168,154, representing the net cash proceeds received from the third party less costs allocated to the warrant. The co-venture obligation is increased for the allocation of income to the co-venture partner and decreased for distributions to the co-venture partner. The co-venture obligation was $86,677 and $92,215 at June 30, 2013 and December 31, 2012, respectively.

THE MACERICH COMPANY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in thousands, except per share amounts)

(Unaudited)

12. Noncontrolling Interests:

The Company allocates net income of the Operating Partnership based on the weighted average ownership interest during the period. The net income of the Operating Partnership that is not attributable to the Company is reflected in the consolidated statements of operations as noncontrolling interests. The Company adjusts the noncontrolling interests in the Operating Partnership at the end of each period to reflect its ownership interest in the Company. The Company had a 94% and 93% ownership interest in the Operating Partnership as of June 30, 2013 and December 31, 2012, respectively. The remaining 6% and 7% limited partnership interest as of June 30, 2013 and December 31, 2012, respectively, was owned by certain of the Company's executive officers and directors, certain of their affiliates, and other third party investors in the form of OP Units. The OP Units may be redeemed for shares of stock or cash, at the Company's option. The redemption value for each OP Unit as of any balance sheet date is the amount equal to the average of the closing price per share of the Company's common stock, par value $0.01 per share, as reported on the New York Stock Exchange for the 10 trading days ending on the respective balance sheet date. Accordingly, as of June 30, 2013 and December 31, 2012, the aggregate redemption value of the then-outstanding OP Units not owned by the Company was $579,203 and $586,409, respectively.

The Company issued common and preferred units of MACWH, LP in April 2005 in connection with the acquisition of the Wilmorite portfolio. The common and preferred units of MACWH, LP are redeemable at the election of the holder, the Company may redeem them for cash or shares of the Company's stock at the Company's option and they are classified as permanent equity.

Included in permanent equity are outside ownership interests in various consolidated joint ventures. The joint ventures do not have rights that require the Company to redeem the ownership interests in either cash or stock.

13. Stockholders' Equity:

Stock Warrants:

On September 30, 2009, the Company issued a warrant in connection with its formation of a co-venture to own and operate Freehold Raceway Mall and Chandler Fashion Center (See Note 11—Co-Venture Arrangement). The warrant provided for the purchase of 935,358 shares of the Company's common stock. The warrant was valued at $6,496 and recorded as a credit to additional paid-in capital. The warrant was immediately exercisable upon its issuance and was scheduled to expire on December 1, 2012. The warrant had an exercise price of $46.68 per share, with such price subject to anti-dilutive adjustments. The warrant allowed for either gross or net issue settlement at the option of the warrant holder. In the event that the warrant holder elected a net issue settlement, the Company could have elected to settle the warrant in cash or shares; provided, however, that in the event the Company elected to deliver cash, the holder could have elected to instead have the exercise of the warrant satisfied in shares. In addition, the Company had entered into a registration rights agreement with the warrant holders requiring the Company to provide certain registration rights regarding the resale of shares of common stock underlying the warrant. On December 30, 2011, the holders requested a net issue exercise of 311,786 shares of the warrant and the Company elected to deliver a cash payment of $1,278 in exchange for the portion of the warrant exercised. On April 10, 2012, the holders requested a net issue exercise of an additional 311,786 shares of the warrant and the Company elected to deliver a cash payment of $3,448 in exchange for the portion of the warrant exercised. On

13. Stockholders' Equity: (Continued)

October 24, 2012, the holders requested a net issue exercise of the remaining 311,786 shares of the warrant and the Company elected to deliver a cash payment of $3,922 in exchange for the portion of the warrant exercised.

At-The-Market Stock Offering Program ("ATM Program"):

On August 17, 2012, the Company entered into an equity distribution agreement ("Distribution Agreement") with a number of sales agents to issue and sell, from time to time, shares of common stock, par value $0.01 per share, having an aggregate offering price of up to $500,000 (the "Shares"). Sales of the Shares, if any, may be made in privately negotiated transactions and/or any other method permitted by law, including sales deemed to be an "at the market" offering, which includes sales made directly on the New York Stock Exchange or sales made to or through a market maker other than on an exchange. The Company will pay each sales agent a commission that will not exceed, but may be lower than, 2% of the gross proceeds of the Shares sold through such sales agent under the Distribution Agreement.

During the three months ended September 30, 2012, the Company sold 2,961,903 shares of common stock under the ATM Program in exchange for aggregate gross proceeds of $177,896 and net proceeds of $175,649 after commissions and other transaction costs. During the three months ended June 30, 2013, the Company sold 2,456,956 shares of common stock under the ATM Program in exchange for aggregate gross proceeds of $173,011 and net proceeds of $171,174 after commissions and other transaction costs. The proceeds from the sales were used to pay down the Company's line of credit.

As of June 30, 2013, $149,093 remained available to be sold under the ATM Program. Actual future sales will depend upon a variety of factors including but not limited to market conditions, the trading price of the Company's common stock and the Company's capital needs. The Company has no obligation to sell the remaining shares available for sale under the ATM Program.

Stock Issued to Acquire Property:

On November 28, 2012, the Company issued 535,265 restricted shares of common stock in connection with the acquisition of Kings Plaza Shopping Center (See Note 14—Acquisitions) for a value of $30,000, based on the average closing price of the Company's common stock for ten preceding trading days.

14. Acquisitions:

500 North Michigan Avenue:

On February 29, 2012, the Company acquired a 327,000 square foot mixed-use retail/office building in Chicago, Illinois ("500 North Michigan Avenue") for $70,925. The purchase price was funded from borrowings under the Company's line of credit. The acquisition was completed in order to gain control over the property adjacent to The Shops at North Bridge.

THE MACERICH COMPANY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in thousands, except per share amounts)

(Unaudited)

14. Acquisitions: (Continued)

The following is a summary of the allocation of the fair value of 500 North Michigan Avenue:

Property	$ 66,033
Deferred charges	7,450
Other assets	2,143
Total assets acquired	75,626
Other accrued liabilities	4,701
Total liabilities assumed	4,701
Fair value of acquired net assets	$ 70,925

The Company determined that the purchase price represented the fair value of the assets acquired and liabilities assumed.

Since the date of acquisition, the Company has included 500 North Michigan Avenue in its consolidated financial statements.

FlatIron Crossing:

On October 3, 2012, the Company acquired the remaining 75% ownership interest in FlatIron Crossing, a 1,425,000 square foot regional shopping center in Broomfield, Colorado, that it did not own for $310,397. The acquisition was completed in order to gain 100% ownership and control over this asset. The purchase price was funded by a cash payment of $195,900 and the assumption of the third party's share of the mortgage note payable on the property of $114,497. Prior to the acquisition, the Company had accounted for its investment in FlatIron Crossing under the equity method (See Note 4—Investments in Unconsolidated Joint Ventures). As a result of this transaction, the Company obtained 100% ownership of FlatIron Crossing.

The following is a summary of the allocation of the fair value of FlatIron Crossing:

Property	$ 443,391
Deferred charges	25,251
Cash and cash equivalents	3,856
Other assets	2,101
Total assets acquired	474,599
Mortgage note payable	175,720
Accounts payable	366
Other accrued liabilities	11,071
Total liabilities assumed	187,157
Fair value of acquired net assets (at 100% ownership)	$ 287,442

THE MACERICH COMPANY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in thousands, except per share amounts)

(Unaudited)

14. Acquisitions: (Continued)

The Company determined that the purchase price represented the fair value of the additional ownership interest in FlatIron Crossing that was acquired.

Fair value of existing ownership interest (at 25% ownership)	$ 91,542
Carrying value of investment	(33,382)
Prior gain deferral recognized	26,067
Gain on remeasurement	$ 84,227

The following is the reconciliation of the purchase price to the fair value of the acquired net assets:

Purchase price	$ 310,397
Less debt assumed	(114,497)
Carrying value of investment	33,382
Remeasurement gain	84,227
Less prior gain deferral	(26,067)
Fair value of acquired net assets (at 100% ownership)	$ 287,442

The prior gain deferral relates to the prior sale of the 75% ownership interest in FlatIron Crossing. Due to certain contractual rights that were afforded to the buyer of the interest, a portion of that gain was deferred.

Since the date of acquisition, the Company has included FlatIron Crossing in its consolidated financial statements.

Arrowhead Towne Center:

On October 26, 2012, the Company acquired the remaining 33.3% ownership interest in Arrowhead Towne Center, a 1,196,000 square foot regional shopping center in Glendale, Arizona, that it did not own for $144,400. The acquisition was completed in order to gain 100% ownership and control over this asset. The purchase price was funded by a cash payment of $69,025 and the assumption of the third party's pro rata share of the mortgage note payable on the property of $75,375. Prior to the acquisition, the Company had accounted for its investment in Arrowhead Towne Center under the equity method (See Note 4—Investments in Unconsolidated Joint Ventures). As a result of this transaction, the Company obtained 100% ownership of Arrowhead Towne Center.

THE MACERICH COMPANY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in thousands, except per share amounts)

(Unaudited)

14. Acquisitions: (Continued)

The following is a summary of the allocation of the fair value of Arrowhead Towne Center:

Property	$ 423,349
Deferred charges	31,500
Restricted cash	4,009
Tenant receivables	926
Other assets	4,234
Total assets acquired	464,018
Mortgage note payable	244,403
Accounts payable	815
Other accrued liabilities	10,449
Total liabilities assumed	255,667
Fair value of acquired net assets (at 100% ownership)	$ 208,351

The Company determined that the purchase price represented the fair value of the additional ownership interest in Arrowhead Towne Center that was acquired.

Fair value of existing ownership interest (at 66.7% ownership)	$ 139,326
Carrying value of investment	(23,597)
Gain on remeasurement	$ 115,729

The following is the reconciliation of the purchase price to the fair value of the acquired net assets:

Purchase price	$ 144,400
Less debt assumed	(75,375)
Carrying value of investment	23,597
Remeasurement gain	115,729
Fair value of acquired net assets (at 100% ownership)	$ 208,351

Since the date of acquisition, the Company has included Arrowhead Towne Center in its consolidated financial statements.

Kings Plaza Shopping Center:

On November 28, 2012, the Company acquired Kings Plaza Shopping Center, a 1,199,000 square foot regional shopping center in Brooklyn, New York, for a purchase price of $756,000. The purchase price was funded from a cash payment of $726,000 and the issuance of $30,000 in restricted common stock of the Company. The cash payment was provided by the placement of a mortgage note payable on the property that allowed for borrowings of up to $500,000 and from borrowings under the Company's line of credit. Concurrent with the acquisition, the Company borrowed $354,000 on the loan. On January 3, 2013, the Company exercised its option to borrow the remaining $146,000 on the loan. The acquisition was completed to acquire a prominent center in Brooklyn, New York.

THE MACERICH COMPANY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in thousands, except per share amounts)

(Unaudited)

14. Acquisitions: (Continued)

The following is a summary of the allocation of the fair value of Kings Plaza Shopping Center:

Property	$ 714,589
Deferred charges	37,371
Other assets	29,282
Total assets acquired	781,242
Other accrued liabilities	25,242
Total liabilities assumed	25,242
Fair value of acquired net assets	$ 756,000

The Company determined that the purchase price represented the fair value of the assets acquired and liabilities assumed.

Since the date of acquisition, the Company has included Kings Plaza Shopping Center in its consolidated financial statements.

Green Acres Mall:

On January 24, 2013, the Company acquired Green Acres Mall, a 1,784,000 square foot regional shopping center in Valley Stream, New York, for a purchase price of $500,000. A purchase deposit of $30,000 was funded during the year ended December 31, 2012, and the remaining $470,000 was funded upon closing of the acquisition. The cash payment made at the time of closing was provided by the placement of a mortgage note payable on the property that allowed for borrowings of up to $325,000 and from borrowings under the Company's line of credit. Concurrent with the acquisition, the Company borrowed $100,000 on the loan. On January 31, 2013, the Company exercised its option to borrow the remaining $225,000 on the loan. The acquisition was completed to acquire another prominent center in the New York metropolitan area.

The following is a summary of the allocation of the purchase price of Green Acres Mall:

Property	$ 477,673
Deferred charges	45,130
Other assets	19,125
Total assets acquired	541,928
Other accrued liabilities	41,928
Total liabilities assumed	41,928
Fair value of acquired net assets	$ 500,000

The Company determined that the purchase price represented the fair value of the assets acquired and liabilities assumed.

Since the date of acquisition, the Company has included Green Acres Mall in its consolidated financial statements. The property has generated incremental revenue of $29,655 and incremental loss of $1,275.

THE MACERICH COMPANY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in thousands, except per share amounts)

(Unaudited)

14. Acquisitions: (Continued)

Green Acres Adjacent:

On April 25, 2013, the Company acquired a 19 acre parcel of land adjacent to Green Acres Mall for $22,577. The payment was provided by borrowings from the Company's line of credit. The acquisition was completed to allow for future expansion of Green Acres Mall.

Pro Forma Results of Operations:

The following unaudited pro forma financial information for the three and six months ended June 30, 2013 and 2012 assumes all of the above property acquisitions took place on January 1, 2012:

	Total revenues(1)	Income from continuing operations(1)
Supplemental pro forma information for the three months ended June 30, 2013	$ 256,977	$ 90,875
Supplemental pro forma information for the three months ended June 30, 2012	$ 247,401	$ 8,694
Supplemental pro forma information for the six months ended June 30, 2013	$ 515,494	$ 107,816
Supplemental pro forma information for the six months ended June 30, 2012	$ 498,728	$ 48,740

(1) This unaudited pro forma supplemental information does not purport to be indicative of what the Company's operating results would have been had the acquisitions occurred on January 1, 2012, and may not be indicative of future operating results. The Company has excluded remeasurement gains and acquisition costs from these pro forma results as they are considered significant non-recurring adjustments directly attributable to the acquisitions.

15. Discontinued Operations:

During the three months ended March 31, 2012, the Company recorded an impairment charge of $54,306 related to Valley View Center. As a result of the sale of the property on April 23, 2012, the Company wrote down the carrying value of the long-lived assets to their estimated fair value of $33,450 (Level 1 measurement), which was equal to the sales price of the property. On April 23, 2012, the property was sold by a court appointed receiver, which resulted in a gain on the extinguishment of debt of $104,023.

On April 30, 2012, the Company sold The Borgata, a 94,000 square foot community center in Scottsdale, Arizona, for $9,150, resulting in a loss on the sale of assets of $1,275. The Company used the proceeds from the sale to pay down its line of credit and for general corporate purposes.

On May 11, 2012, the Company sold a former Mervyn's store in Montebello, California for $20,750, resulting in a loss on the sale of assets of $407. The Company used the proceeds from the sale for general corporate purposes.

THE MACERICH COMPANY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in thousands, except per share amounts)

(Unaudited)

15. Discontinued Operations: (Continued)

On May 17, 2012, the Company sold Hilton Village, a 80,000 square foot community center in Scottsdale, Arizona, for $24,820, resulting in a gain on the sale of assets of $3,127. The Company used the proceeds from the sale to pay down its line of credit and for general corporate purposes.

On May 31, 2012, the Company conveyed Prescott Gateway, a 584,000 square foot regional shopping center in Prescott, Arizona, to the mortgage note lender by a deed-in-lieu of foreclosure. As a result of the conveyance, the Company recognized a gain on the extinguishment of debt of $16,350.

On June 28, 2012, the Company sold Carmel Plaza, a 112,000 square foot community center in Carmel, California, for $52,000, resulting in a gain on the sale of assets of $7,844. The Company used the proceeds from the sale to pay down its line of credit.

On May 31, 2013, the Company sold Green Tree Mall, a 793,000 square foot regional shopping center in Clarksville, Indiana, for $79,000, resulting in a gain on the sale of assets of $59,768. The Company used the proceeds from the sale to pay down its line of credit.

On June 4, 2013, the Company sold Northridge Mall, a 890,000 square foot regional shopping center in Salinas, California, and Rimrock Mall, a 603,000 square foot regional shopping center in Billings, Montana. The properties were sold in a combined transaction for $230,000, resulting in a gain on the sale of assets of $82,138. The Company used the proceeds from the sale to pay down its line of credit.

The Company has classified the results of operations and gain or loss on sale for all of the above dispositions as discontinued operations for the three and six months ended June 30, 2013 and 2012.

Revenues from discontinued operations consisted of $5,923 and $12,807 for the three months ended June 30, 2013 and 2012, respectively, and $14,507 and $31,125 for the six months ended June 30, 2013 and 2012, respectively. Total income from discontinued operations was $143,941 and $133,839 for the three months ended June 30, 2013 and 2012, respectively, and $147,400 and $80,269 for the six months ended June 30, 2013 and 2012, respectively.

16. Commitments and Contingencies:

The Company has certain properties that are subject to non-cancelable operating ground leases. The leases expire at various times through 2098, subject in some cases to options to extend the terms of the leases. Certain leases provide for contingent rent payments based on a percentage of base rental income, as defined in the lease. Ground rent expense was $2,666 and $1,992 for the three months ended June 30, 2013 and 2012, respectively, and $5,301 and $4,086 for the six months ended June 30, 2013 and 2012, respectively. No contingent rent was incurred during the three and six months ended June 30, 2013 or 2012.

As of June 30, 2013 and December 31, 2012, the Company was contingently liable for $3,757 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.

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 MACERICH COMPANY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in thousands, except per share amounts)

(Unaudited)

16. Commitments and Contingencies: (Continued)

the services within the guidelines specified in the agreements. At June 30, 2013, the Company had $15,073 in outstanding obligations which it believes will be settled in the next twelve months.

17. Related Party Transactions:

Certain unconsolidated joint ventures and third-parties 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 are fees charged to unconsolidated joint ventures:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2013	2012	2013	2012
Management Fees	$ 5,506	$ 5,861	$ 11,000	$ 11,909
Development and Leasing Fees	2,779	3,631	4,475	6,854
	$ 8,285	$ 9,492	$ 15,475	$ 18,763

Certain mortgage notes on the properties are held by NML (See Note 9—Mortgage Notes Payable). Interest expense in connection with these notes was $3,764 and $3,833 for the three months ended June 30, 2013 and 2012, respectively, and $7,544 and $7,773 for the six months ended June 30, 2013 and 2012, respectively. Included in accounts payable and accrued expenses is interest payable on these notes of $1,253 and $1,264 at June 30, 2013 and December 31, 2012, respectively.

As of June 30, 2013 and December 31, 2012, the Company had loans to unconsolidated joint ventures of $2,749 and $3,345, respectively. Interest income associated with these notes was $59 and $64 for the three months ended June 30, 2013 and 2012, respectively, and $120 and $129 for the six months ended June 30, 2013 and 2012, respectively. These loans represent initial funds advanced to development stage projects prior to construction loan funding. Accordingly, loan payables in the same amount have been accrued as an obligation by the various joint ventures.

Due from affiliates includes $4,049 and $4,568 of unreimbursed costs and fees due from unconsolidated joint ventures under management agreements at June 30, 2013 and December 31, 2012, respectively. Due from affiliates at June 30, 2013 and December 31, 2012 also includes two notes receivable from principals of AWE/Talisman that bear interest at 5.0% and mature based on the completion, refinancing or sale of Fashion Outlets of Chicago. The notes are collateralized by the principals' interests in Fashion Outlets of Chicago. AWE/Talisman is considered a related party because it has an ownership interest in Fashion Outlets of Chicago. The balance on these notes was $13,288 and $12,500 at June 30, 2013 and December 31, 2012, respectively. Interest income earned on these notes was $156 and $155 for the three months ended June 30, 2013 and 2012, respectively, and $310 and $163 for the six months ended June 30, 2013 and 2012, respectively. In addition, due from affiliates at June 30, 2013 includes a note receivable of $13,410 from RED/303 LLC ("RED") that bears interest at 5.25% and matures on March 29, 2016. Interest income earned on this note was $175 and $181 for the three and six months ended June 30, 2013, respectively. RED is considered a related party because it is

THE MACERICH COMPANY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in thousands, except per share amounts)

(Unaudited)

17. Related Party Transactions: (Continued)

a partner in a joint venture development project. The note is collateralized by RED's membership interest in a development agreement.

18. Share and Unit-Based Plans:

On February 15, 2013, the Company granted 332,189 limited partnership units of the Operating Partnership ("LTIP Units") under the Long-Term Incentive Plan to seven executive officers at a weighted average grant date fair value of $49.67 per LTIP Unit. The new grants vest over a service period ending December 31, 2013 based on the percentile ranking of the Company in terms of total return to stockholders (the "Total Return") per share of common stock relative to the Total Return of a group of peer REITs, as measured at the end of the measurement period. Upon the occurrence of specified events and subject to the satisfaction of applicable vesting conditions, LTIP Units (after conversion into OP Units) are ultimately redeemable for common stock of the Company on a one-unit for one-share basis.

The fair value of the Company's LTIP Units granted in 2013 was estimated on the date of grant using a Monte Carlo Simulation model. The stock price of the Company, along with the stock prices of the group of peer REITs, was assumed to follow the Multivariate Geometric Brownian Motion Process. Multivariate Geometric Brownian Motion Process modeling is commonly used in financial markets, as it allows the modeled quantity (in this case, the stock price) to vary randomly from its current value based on the stock price's expected volatility and current market interest rates. The volatilities of the returns on the stock price of the Company and the peer group REITs were estimated based on a one-year look-back period. The expected growth rate of the stock prices over the derived service period was determined with consideration of the risk free rate as of the grant date.

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

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2013	2012	2013	2012
LTIP Units	$ 4,692	$ 2,321	$ 7,650	$ 3,868
Stock awards	122	124	232	220
Stock units	667	383	2,491	2,603
Stock options	4	—	8	—
SARs	—	82	—	82
Phantom stock units	246	255	487	509
	$ 5,731	$ 3,165	$ 10,868	$ 7,282

The Company capitalized share and unit-based compensation costs of $650 and $452 for the three months ended June 30, 2013 and 2012, respectively, and $2,088 and $1,772 for the six months ended June 30, 2013 and 2012, respectively. Unrecognized compensation costs of share and unit-based plans at June 30, 2013 consisted of $9,487 from LTIP Units, $913 from stock awards, $4,324 from stock units, $68 from stock options and $1,188 from phantom stock units.

THE MACERICH COMPANY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in thousands, except per share amounts)

(Unaudited)

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

The following table summarizes the activity of the non-vested LTIP Units, stock awards, phantom stock units and stock units:

	LTIP Units		Stock Awards		Phantom Stock Units		Stock Units	
	Units	Value(1)	Shares	Value(1)	Units	Value(1)	Units	Value(1)
Balance at January 1, 2013	200,000	$ 38.63	20,924	$ 49.36	—	$ —	114,677	$ 52.19
Granted	332,189	49.67	8,963	61.84	28,446	58.92	67,920	62.01
Vested	(200,000)	38.63	(10,886)	46.70	(8,081)	60.35	(45,279)	51.29
Forfeited	—	—	—	—	—	—	—	—
Balance at June 30, 2013	332,189	$ 49.67	19,001	$ 56.77	20,365	$ 58.36	137,318	$ 57.24

(1) Value represents the weighted-average grant date fair value.

The following table summarizes the activity of the SARs and stock options outstanding:

	SARs		Stock Options	
	Shares	Value(1)	Shares	Value(1)
Balance at January 1, 2013	1,164,185	$ 56.66	12,768	$ 54.69
Granted	—	—	—	—
Exercised	(93,194)	56.63	—	—
Forfeited	—	—	—	—
Balance at June 30, 2013	1,070,991	$ 56.66	12,768	$ 54.69

(1) Value represents the weighted-average exercise price.

19. Income Taxes:

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 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 Macerich Arizona Partners LLC.

The income tax benefit of the TRSs is as follows:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2013	2012	2013	2012
Current	$ 125	$ —	$ (156)	$ —
Deferred	1,352	3,075	1,877	1,225
Income tax benefit	$ 1,477	$ 3,075	$ 1,721	$ 1,225

THE MACERICH COMPANY

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

(Dollars in thousands, except per share amounts)

(Unaudited)

19. Income Taxes: (Continued)

The net operating loss carryforwards are currently scheduled to expire through 2032, beginning in 2021. Net deferred tax assets of $31,399 and $33,414 were included in deferred charges and other assets, net at June 30, 2013 and December 31, 2012, respectively.

The tax returns for the years 2009-2011 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 benefits will materially change within the next twelve months.

20. Subsequent Events:

On August 1, 2013, the Company's joint venture in Pacific Premier Retail LP sold Redmond Town Center, a 695,000 square foot community center in Redmond, Washington, for $127,000, resulting in a gain on the sale of assets of approximately $39,400. The Company used its share of the proceeds from the sale to pay down its line of credit.

On August 5, 2013, the Company's joint venture in Tysons Corner Center received a commitment to refinance the mortgage note payable on the property. The new $850,000 mortgage note payable is expected to bear interest at 4.10% and mature in January 2024. As a result of this transaction, the joint venture expects to receive approximately $550,000 in loan proceeds in excess of the current mortgage note payable on the property. The Company plans to use its share of the excess proceeds of $275,000 to pay down its line of credit.

On August 6, 2013, the Company's line of credit was amended and extended. The amended facility provides for an interest rate of LIBOR plus a spread of 1.375% to 2.0%, depending on the Company's overall leverage levels and matures on August 6, 2018. The interest rate, as of the amendment date, was LIBOR plus 1.50%. In addition, the line of credit can be expanded, depending on certain conditions, up to a total amount of $2,000,000 (without giving effect to the outstanding $125,000 unsecured term loan (See Note 10—Bank and Other Notes Payable)).

On August 7, 2013, the Company announced a dividend/distribution of $0.58 per share for common stockholders and OP Unit holders of record on August 20, 2013. All dividends/distributions will be paid 100% in cash on September 6, 2013.

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

IMPORTANT INFORMATION 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," "estimates," "scheduled" 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, development, leasing and operational activities and opportunities, including the performance of its retailers;
- the Company's acquisition, disposition and other strategies;
- regulatory matters pertaining to compliance with governmental regulations;
- the Company's capital expenditure plans and expectations for obtaining capital for expenditures;
- the Company's expectations regarding income tax benefits;
- the Company's expectations regarding its financial condition or results of operations; and
- the Company's expectations for refinancing its indebtedness, entering into and servicing debt obligations and entering into joint venture arrangements.

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 we make 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, 2012, as well as our other reports filed with the Securities and Exchange Commission (the "SEC"), 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, unless required by law to do so.

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 Operating Partnership. As of June 30, 2013, the Operating Partnership owned or had an ownership interest in 58 regional shopping centers and ten community/power shopping centers aggregating approximately 61 million square feet of gross leasable area. These 68 regional and community/power shopping centers are referred to hereinafter as the "Centers," unless the context otherwise requires. The Company is a self-administered and self-managed REIT and conducts all of its operations through the Operating Partnership and the Management Companies.

The following discussion is based primarily on the consolidated financial statements of the Company for the three and six months ended June 30, 2013 and 2012. It compares the results of operations for the three months ended June 30, 2013 to the results of operations for the three months ended June 30, 2012. It also compares the results of operations and cash flows for the six months ended June 30, 2013 to the results of operations and cash flows for the six months ended June 30, 2012. This information should be read in conjunction with the accompanying consolidated financial statements and notes thereto.

Acquisitions and Dispositions:

On February 29, 2012, the Company acquired a 327,000 square foot mixed-use retail/office building ("500 North Michigan Avenue") in Chicago, Illinois for $70.9 million. The building is adjacent to The Shops at North Bridge. The purchase price was paid from borrowings under the Company's line of credit.

On March 30, 2012, the Company sold its 50% ownership interest in Chandler Village Center, a 273,000 square foot community center in Chandler, Arizona, for a total sales price of $14.8 million, resulting in a gain on the sale of assets of $8.2 million. The sales price was funded by a cash payment of $6.0 million and the assumption of the Company's share of the mortgage note payable on the property of $8.8 million. The Company used the cash proceeds from the sale to pay down its line of credit and for general corporate purposes.

On March 30, 2012, the Company sold its 50% ownership interest in Chandler Festival, a 500,000 square foot community center in Chandler, Arizona, for a total sales price of $31.0 million, resulting in a gain on the sale of assets of $12.3 million. The sales price was funded by a cash payment of $16.2 million and the assumption of the Company's share of the mortgage note payable on the property of $14.8 million. The Company used the cash proceeds from the sale to pay down its line of credit and for general corporate purposes.

On March 30, 2012, the Company's joint venture in SanTan Village Power Center, a 491,000 square foot community center in Gilbert, Arizona, sold the property for $54.8 million, resulting in a gain on the sale of assets of $23.3 million for the joint venture. The Company's pro rata share of the gain recognized was $7.9 million. The Company used its share of the proceeds to pay down its line of credit and for general corporate purposes.

On April 30, 2012, the Company sold The Borgata, a 94,000 square foot community center in Scottsdale, Arizona, for $9.2 million, resulting in a loss on the sale of $1.3 million. The Company used the proceeds from the sale to pay down its line of credit and for general corporate purposes.

On May 11, 2012, the Company sold a former Mervyn's store in Montebello, California for $20.8 million, resulting in a loss on the sale of $0.4 million. The proceeds from the sale were used for general corporate purposes. Currently, three former Mervyn's stores in the Company's portfolio remain vacant. The Company is actively seeking replacement tenants for these spaces.

On May 17, 2012, the Company sold Hilton Village, a 80,000 square foot community center in Scottsdale, Arizona, for $24.8 million, resulting in a gain on the sale of assets of $3.1 million. The Company used the proceeds from the sale to pay down its line of credit and for general corporate purposes.

On May 31, 2012, the Company sold its 50% ownership interest in Chandler Gateway, a 260,000 square foot community center in Chandler, Arizona, for a total sales price of $14.3 million, resulting in a gain on the sale of assets of $3.4 million. The sales price was funded by a cash payment of $4.9 million and the assumption of the Company's share of the mortgage note payable on the property of $9.4 million. The Company used the cash proceeds from the sale to pay down its line of credit and for general corporate purposes.

On June 28, 2012, the Company sold Carmel Plaza, a 112,000 square foot community center in Carmel, California, for $52.0 million, resulting in a gain on the sale of assets of $7.8 million. The Company used the proceeds from the sale to pay down its line of credit.

On August 10, 2012, the Company was bought out of its ownership interest in NorthPark Center, a 1,946,000 square foot regional shopping center in Dallas, Texas, for $118.8 million, resulting in a gain of $24.6 million. The Company used the cash proceeds to pay down its line of credit.

On October 3, 2012, the Company acquired the remaining 75% ownership interest in FlatIron Crossing, a 1,425,000 square foot regional shopping center in Broomfield, Colorado, that it did not own for a cash payment of $195.9 million and the assumption of the third party's share of the mortgage note payable on the property of $114.5 million.

On October 26, 2012, the Company acquired the remaining 33.3% ownership interest in Arrowhead Towne Center, a 1,196,000 square foot regional shopping center in Glendale, Arizona, that it did not own for $144.4 million. The Company funded the purchase price by a cash payment of $69.0 million and the assumption of the third party's pro rata share of the mortgage note payable on the property of $75.4 million.

On November 28, 2012, the Company acquired Kings Plaza Shopping Center, a 1,199,000 square foot regional shopping center in Brooklyn, New York, for a purchase price of $756.0 million. The purchase price was funded from a cash payment of $726.0 million and the issuance of $30.0 million in restricted common stock of the Company. The cash payment was provided by the placement of a mortgage note payable on the property that allowed for borrowings up to $500.0 million and from borrowings under the Company's line of credit. Concurrent with the acquisition, the Company borrowed $354.0 million on the loan. On January 3, 2013, the Company exercised its option to borrow the remaining $146.0 million of the loan.

On January 24, 2013, the Company acquired Green Acres Mall, a 1,784,000 square foot regional shopping center in Valley Stream, New York, for a purchase price of $500.0 million. The purchase price was funded from the placement of a $325.0 million mortgage note on the property and $175.0 million from borrowings under the Company's line of credit. Concurrent with the acquisition, the Company borrowed $100.0 million on the loan. On January 31, 2013, the Company exercised its option to borrow the remaining $225.0 million of the loan.

On April 25, 2013, the Company acquired a 19 acre parcel of land adjacent to Green Acres Mall for $22.6 million. The payment was provided by borrowings from the Company's line of credit. The acquisition was completed to allow for future expansion of Green Acres Mall.

On May 29, 2013, the Company's joint venture in Pacific Premier Retail LP sold Redmond Town Center Office, a 582,000 square foot office building in Redmond, Washington, for $185.0 million, resulting in a gain on the sale of assets of $89.2 million to the joint venture. The Company's share of the gain recognized was $44.4 million. The Company used its share of the proceeds to pay down its line of credit and for general corporate purposes.

On May 31, 2013, the Company sold Green Tree Mall, a 793,000 square foot regional shopping center in Clarksville, Indiana, for $79.0 million, resulting in a gain on the sale of assets of $59.8 million. The Company used the proceeds from the sale to pay down its line of credit.

On June 4, 2013, the Company sold Northridge Mall, a 890,000 square foot regional shopping center in Salinas, California, and Rimrock Mall, a 603,000 square foot regional shopping center in Billings, Montana. The properties were sold in a combined transaction for $230.0 million, resulting in a gain on the sale of assets of $82.1 million. The Company used the proceeds from the sale to pay down its line of credit.

On June 12, 2013, the Company's joint venture in Pacific Premier Retail LP sold Kitsap Mall, a 846,000 square foot regional shopping center in Silverdale, Washington, for $127.0 million, resulting in a gain on the sale of assets of $55.2 million to the joint venture. The Company's share of the gain recognized was $28.1 million. The Company used its share of the proceeds to pay down its line of credit and for general corporate purposes.

On August 1, 2013, the Company's joint venture in Pacific Premier Retail LP sold Redmond Town Center, a 695,000 square foot community center in Redmond, Washington, for $127.0 million, resulting in a gain on the sale of assets of approximately $39.4 million. The Company used its share of the proceeds from the sale to pay down its line of credit.

Other Transactions and Events:

In March 2012, the Company recorded an impairment charge of $54.3 million to write down the carrying value of the long-lived assets of Valley View Center to their estimated fair value. On April 23, 2012, the property was sold by a court appointed receiver for $33.5 million, which resulted in a gain on the extinguishment of debt of $104.0 million.

On May 31, 2012, the Company conveyed Prescott Gateway, a 584,000 square foot regional shopping center in Prescott, Arizona, to the mortgage note lender by a deed-in-lieu of foreclosure. The mortgage loan was non-recourse. As a result of the conveyance, the Company recognized a gain on extinguishment of debt of $16.4 million.

The Company is currently negotiating with the loan servicer for Fiesta Mall, which will likely result in a transition of the asset to the loan servicer or a receiver. Consequently, Fiesta Mall has been excluded from certain operating measures in 2013, including tenant sales per square foot, average base rent per square foot and occupancy rate (See Results of Operations).

Redevelopment and Development Activities:

In August 2011, the Company entered into a joint venture agreement with a subsidiary of AWE/Talisman for the development of Fashion Outlets of Chicago in the Village of Rosemont, Illinois. The Company owns 60% of the joint venture and AWE/Talisman owns 40%. The Company has accounted for Fashion Outlets of Chicago as a consolidated joint venture. The Center is a fully enclosed two level, 526,000 square foot outlet center. The site is located within a mile of O'Hare International Airport. The project broke ground in November 2011 and opened on August 1, 2013. The total estimated project cost is approximately $211.0 million. As of June 30, 2013, the joint venture has incurred $133.4 million of development costs. On March 2, 2012, the joint venture obtained a construction loan on the property that allows for borrowings of up to $140.0 million, bears interest at LIBOR plus 2.50% and matures on March 5, 2017. As of June 30, 2013, the joint venture has borrowed $55.1 million under the loan.

The Company's joint venture in Tysons Corner, a 2,133,000 square foot regional shopping center in McLean, Virginia, is currently expanding the property to include a 19-story office tower; a 500,000 square foot, 30-story, 430 unit residential tower; and a 17-story, 300 room Hyatt Regency hotel. The joint venture started the expansion project in October 2011 and expects it to be completed in 2014. The total cost of the project is estimated at $512.4 million, of which $256.2 million is estimated to be the Company's pro rata share. The Company has funded $81.9 million of the total of $163.8 million incurred by the joint venture as of June 30, 2013.

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 throughout the lease term. These rent increases are either in fixed increments or based on an annual multiple of increases in the Consumer Price Index ("CPI"). In addition, about 5% to 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. The Company has generally entered 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, which places the burden of cost control on the Company. Additionally, certain leases require the tenants to pay their pro rata share of operating expenses.

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—Summary of Significant Accounting Policies in the Company's Notes to the Consolidated Financial Statements in the Company's Annual Report on Form 10-K. 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, 63% of the mall store and freestanding store 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 tenant recoveries' revenues are recognized on a straight-line basis over the term of the related leases.

Property:

Maintenance and repair expenses are charged to operations as incurred. Costs for major replacements and betterments, which includes HVAC equipment, roofs, parking lots, etc., 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

Capitalization of Costs:

The Company capitalizes costs incurred in redevelopment, development, renovation and improvement of properties. The capitalized costs include pre-construction costs essential to the development of the property, development costs, construction costs, interest costs, real estate taxes, salaries and related costs and other costs incurred during the period of development. These capitalized costs include direct and certain indirect costs clearly associated with the project. Indirect costs include real estate taxes, insurance and certain shared administrative costs. In assessing the amounts of direct and indirect costs to be capitalized, allocations are made to projects based on estimates of the actual amount of time spent on each activity. Indirect costs not clearly associated with specific projects are expensed as period costs. Capitalized indirect costs are allocated to development and redevelopment activities based on the square footage of the portion of the building not held available for immediate occupancy. If costs and activities incurred to ready the vacant space cease, then cost capitalization is also discontinued until such activities are resumed. Once work has been completed on a vacant space, project costs are no longer capitalized. For projects with extended lease-up periods, the Company ends the capitalization when significant activities have ceased, which does not exceed the shorter of a one-year period after the completion of the building shell or when the construction is substantially complete.

Acquisitions:

The Company allocates the estimated fair values of acquisitions to land, building, tenant improvements and identified intangible assets and liabilities, based on their estimated fair values. In addition, any assumed mortgage notes payable are recorded at their estimated fair values. The estimated fair value of the land and buildings is determined utilizing an "as if vacant" methodology. Tenant improvements represent the tangible assets associated with the existing leases valued on a fair value basis at the acquisition date prorated over the remaining lease terms. The tenant improvements are classified as an asset under property 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. The remaining lease terms of below-market leases may include certain below-market fixed-rate renewal periods. In considering whether or not a lessee will execute a below-market fixed-rate lease renewal option, the Company evaluates economic factors and certain qualitative factors at the time of acquisition such as tenant mix in the center, the Company's relationship with the tenant and the availability of competing tenant space.

The Company immediately expenses costs associated with business combinations as period costs.

Asset Impairment:

The Company assesses whether an indicator of impairment in the value of its properties exists by considering expected future operating income, trends and prospects, as well as the effects of demand, competition and other economic factors. Such factors include projected rental revenue, operating costs and capital expenditures as well as estimated holding periods and capitalization rates. If an impairment indicator exists, the determination of recoverability is made based upon the estimated undiscounted future net cash flows, excluding interest expense. The amount of impairment loss, if any, is determined by comparing the fair value, as determined by a discounted cash flows analysis, with the carrying value of the related assets. The Company generally holds and operates its properties long-term, which decreases the likelihood of their carrying values not being recoverable. Properties classified as held for sale are measured at the lower of the carrying amount or fair value less cost to sell.

The Company reviews its investments in unconsolidated joint ventures for a series of operating losses and other factors that may indicate that a decrease in the value of its investments has occurred which is other-than-temporary. The investment in each unconsolidated joint venture is evaluated periodically, and as deemed necessary, for recoverability and valuation declines that are other-than-temporary.

Fair Value of Financial Instruments:

The fair value hierarchy 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 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 are 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.

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Deferred Charges:

Costs relating to obtaining tenant leases are deferred and amortized over the initial term of the agreement using the straight-line method. As these deferred leasing costs represent productive assets incurred in connection with the Company's provision of leasing arrangements at the Centers, the related cash flows are classified as investing activities within the Company's consolidated statements of cash flows. Costs relating to financing of shopping center properties are deferred and amortized over the term of the related loan using the straight-line method, which approximates the effective interest method. The ranges of the terms of the agreements are as follows:

Deferred lease costs	1 - 15 years
Deferred financing costs	1 - 15 years

Results of Operations

Many of the variations in the results of operations, discussed below, occurred because of the transactions affecting the Company's properties described above, including the Acquisition Properties and the Redevelopment Properties (as defined below).

For purposes of the discussion below, the Company defines "Same Centers" as those Centers that are substantially complete and in operation for the entirety of both periods of the comparison. Non-Same Centers for comparison purposes include recently acquired properties ("Acquisition Properties") and those Centers or properties that are going through a substantial development or redevelopment often resulting in the closing of a portion of the Center ("Redevelopment Properties"). The Company moves a Center in and out of Same Centers based on whether the Center is substantially complete and in operation for the entirety of both periods of the comparison. Accordingly, the Same Centers consists of all consolidated Centers, excluding the Acquisition Properties and the Redevelopment Properties for the periods of comparison.

For comparison of the three months ended June 30, 2013 to the three months ended June 30, 2012, the Acquisition Properties include FlatIron Crossing, Arrowhead Towne Center, Kings Plaza Shopping Center, Green Acres Mall and Green Acres Adjacent. For comparison of the six months ended June 30, 2013 to the six months ended June 30, 2012, the Acquisition Properties include 500 North Michigan Avenue, FlatIron Crossing, Arrowhead Towne Center, Kings Plaza Shopping Center, Green Acres Mall and Green Acres Adjacent. For comparison of the three months ended June 30, 2013 to the three months ended June 30, 2012 and for the comparison of the six months ended June 30, 2013 to the six months ended June 30, 2012, the Redevelopment Properties include Fashion Outlets of Chicago, Paradise Valley Mall and Southridge Mall.

Unconsolidated joint ventures are reflected using the equity method of accounting. The Company's pro rata share of the results from these Centers is reflected in the Consolidated Statements of Operations as equity in income of unconsolidated joint ventures.

The Company considers tenant annual sales per square foot (for tenants in place for a minimum of 12 months or longer and 10,000 square feet and under) for regional shopping centers, occupancy rates (excluding large retail stores or "Anchors") for the Centers and releasing spreads (i.e. a comparison of average base rent per square foot on leases executed during the trailing twelve months to average base rent per square foot on leases expiring during the year based on spaces 10,000 square feet and under) to be key performance indicators of the Company's internal growth.

Tenant sales per square foot increased from $513 for the twelve months ended June 30, 2012 to $545 for the twelve months ended June 30, 2013. Occupancy rate increased from 92.7% at June 30, 2012 to 93.8% at June 30, 2013. Releasing spreads also increased 14.2% for the twelve months ended June 30, 2013. These calculations exclude the Redevelopment Properties and Fiesta Mall (See "Other Transactions and Events" in Management's Overview and Summary).

Releasing spreads remained positive as the Company was able to lease available space at higher rents than the expiring rental rates on the same space, resulting in a releasing spread of $6.03 per square foot ($48.57 on new and renewal leases executed compared to $42.54 on leases expiring), representing a 14.2% increase for the trailing twelve months ended June 30, 2013. The Company expects that releasing spreads will continue to be positive during the remainder of 2013 as it renews or relets leases that are scheduled to expire. These leases that are scheduled to expire represent 576,000 square feet of the Centers, accounting for 6.22% of mall store and freestanding store gross leaseable area as of June 30, 2013.

During the trailing twelve months ended June 30, 2013, the Company signed 348 new leases and 420 renewal leases (excluding the Redevelopment Properties and Fiesta Mall) comprising approximately 1.2 million square feet, of which 0.9 million square feet related to the consolidated Centers. The annual initial average base rent for new and renewal leases was $48.57 per square foot for the trailing twelve months ended June 30, 2013 with an average tenant allowance of $12.82 per square foot.

The Company's recent trend of retail sales growth continued during the twelve months ended June 30, 2013 with tenant sales per square foot and releasing spreads increasing compared to the twelve months ended June 30, 2012. The Company's occupancy rate as of June 30, 2013 also increased compared to June 30, 2012. Although certain aspects of the U.S. economy, the retail industry as well as the Company's operating results have continued to improve, economic and political uncertainty remains in various parts of the world and certain areas of the U.S. economy are still experiencing weakness. Any further continuation or worsening of these adverse conditions, or a decline in the current rate of U.S. economic growth, could harm the Company's business, results of operations and financial condition.

Comparison of Three Months Ended June 30, 2013 and 2012

Revenues:

Minimum and percentage rents (collectively referred to as "rental revenue") increased by $34.6 million, or 30.0%, from 2012 to 2013. The increase in rental revenue is attributed to an increase of $30.7 million from the Acquisition Properties and $3.9 million from the Same Centers. 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 $1.1 million in 2012 to $1.4 million in 2013. The amortization of straight-line rents increased from $1.6 million in 2012 to $2.3 million in 2013. Lease termination income decreased from $0.8 million in 2012 to $0.5 million in 2013.

Tenant recoveries increased $23.7 million, or 38.5%, from 2012 to 2013. This increase in tenant recoveries is attributed to an increase of $21.4 million from the Acquisition Properties and $2.3 million from the Same Centers.

Management Companies revenue increased from $9.7 million in 2012 to $10.3 million in 2013 due primarily to an increase in development fees offset in part by a reduction in management fees because of the conversion of Arrowhead Towne Center and FlatIron Crossing from joint ventures to consolidated Centers in 2012 (See "Acquisitions and Dispositions" in Management's Overview and Summary).

Shopping Center and Operating Expenses:

Shopping center and operating expenses increased $20.5 million, or 33.0%, from 2012 to 2013. This increase in shopping center and operating expenses is attributed to an increase of $21.2 million from the Acquisition Properties offset in part by a decrease of $0.7 million from the Same Centers.

Management Companies' Operating Expenses:

Management Companies' operating expenses decreased $0.9 million from 2012 to 2013.

REIT General and Administrative Expenses:

REIT general and administrative expenses increased by $1.0 million from 2012 to 2013 primarily due to an increase in share and unit-based compensation costs.

Depreciation and Amortization:

Depreciation and amortization increased $23.2 million from 2012 to 2013. The increase in depreciation and amortization is primarily attributed to an increase of $24.1 million from the Acquisition Properties offset in part by a decrease of $0.9 million from the Same Centers.

Interest Expense:

Interest expense increased $11.1 million from 2012 to 2013. The increase in interest expense was primarily attributed to increases of $9.2 million from the Acquisition Properties and $2.3 million from the Same Centers offset in part by decreases of $0.3 million from the Redevelopment Properties and $0.1 million from the borrowings under the Company's line of credit.

The above interest expense items are net of capitalized interest, which increased from $2.6 million in 2012 to $3.1 million in 2013, primarily due to an increase in development activity.

Gain on Early Extinguishment of Debt, net:

The gain on early extinguishment of debt, net in 2013 is attributed to the gain on the payoff of the mortgage note payable on FlatIron Crossing of $2.8 million offset in part by the loss on the payoff of the mortgage note payable on Vintage Faire Mall of $0.8 million.

Equity in Income of Unconsolidated Joint Ventures:

Equity in income of unconsolidated joint ventures increased $73.5 million from 2012 to 2013. The increase is primarily attributed to the Company's share of the gains on the sales in 2013 of Redmond Town Center Office of $44.4 million and Kitsap Mall of $28.1 million (See "Acquisitions and Dispositions" in Management's Overview and Summary).

Loss on Remeasurement, Sale or Write Down of Assets, net:

Loss on remeasurement, sale or write down of assets, net decreased $0.7 million from 2012 to 2013. The decrease is primarily attributed to the decrease in the write off of development costs.

Income From Discontinued Operations:

Income from discontinued operations increased $10.1 million from 2012 to 2013. The increase in income from discontinued operations is primarily due to the gains on the sales in 2013 of Green Tree Mall of $59.8 million and Northridge Mall and Rimrock Mall of $82.1 million offset in part by the gains on the sales and dispositions in 2012 of Valley View Center of $104.0 million, Prescott Gateway of $16.4 million, Carmel Plaza of $7.8 million and Hilton Village of $3.1 million (See "Acquisitions and Dispositions" and "Other Transactions and Events" in Management's Overview and Summary).

Net Income:

Net income increased $90.3 million from 2012 to 2013. The increase is primarily attributed to the increases in equity in income from unconsolidated joint ventures of $73.5 million, the income from discontinued operations of $10.1 million and the results of operations as discussed above.

Funds From Operations ("FFO"):

Primarily as a result of the factors mentioned above, FFO—diluted decreased 42.4% from $226.2 million in 2012 to $130.4 million in 2013. For a reconciliation of FFO and FFO—diluted to net income attributable to the Company, the most directly comparable GAAP financial measure, see "Funds From Operations ("FFO") and Adjusted Funds From Operations ("AFFO")" below.

Comparison of Six Months Ended June 30, 2013 and 2012

Revenues:

Rental revenue increased by $65.3 million, or 28.1%, from 2012 to 2013. The increase in rental revenue is attributed to an increase of $60.3 million from the Acquisition Properties and $5.0 million from the Same Centers. The amortization of above and below-market leases decreased from $3.7 million in 2012 to $3.0 million in 2013. The amortization of straight-line rents increased from $2.7 million in 2012 to $4.0 million in 2013. Lease termination income decreased from $2.4 million in 2012 to $1.3 million in 2013.

Tenant recoveries increased $44.2 million, or 35.8%, from 2012 to 2013. This increase in tenant recoveries is attributed to an increase of $40.8 million from the Acquisition Properties and $3.7 million from the Same Centers offset in part by a decrease of $0.3 million from the Redevelopment Properties.

Management Companies' revenue decreased from $20.9 million in 2012 to $20.5 million in 2013 due primarily to the conversion of Arrowhead Towne Center and FlatIron Crossing from joint ventures to consolidated Centers in 2012 (See "Acquisitions and Dispositions" in Management's Overview and Summary).

Shopping Center and Operating Expenses:

Shopping center and operating expenses increased $40.5 million, or 32.5%, from 2012 to 2013. The increase in shopping center and operating expenses is attributed to an increase of $40.8 million from the Acquisition Properties offset in part by a decrease of $0.3 million from the Same Centers.

Management Companies' Operating Expenses:

Management Companies' operating expenses decreased $0.3 million from 2012 to 2013.

REIT General and Administrative Expenses:

REIT general and administrative expenses increased by $2.5 million from 2012 to 2013 primarily due to an increase in share and unit-based compensation costs.

Depreciation and Amortization:

Depreciation and amortization increased $42.4 million from 2012 to 2013. The increase in depreciation and amortization is primarily attributed to an increase of $46.2 million from the Acquisition Properties offset in part by a decrease of $2.5 million from the Same Centers and $1.3 million from the Redevelopment Properties.

Interest Expense:

Interest expense increased $22.3 million from 2012 to 2013. The increase in interest expense was primarily attributed to increases of $18.1 million from the Acquisition Properties, $6.1 million from the Same Centers and $3.8 million from the borrowings under the Company's line of credit. These increases were offset in part by decreases of $4.7 million from the Senior Notes, which were paid off in full in March 2012 (See Liquidity and Capital Resources) and $1.0 million from the Redevelopment Properties.

The above interest expense items are net of capitalized interest, which increased from $4.9 million in 2012 to $6.6 million in 2013, primarily due to an increase in development activity.

Gain on Early Extinguishment of Debt, net:

The gain on early extinguishment of debt, net in 2013 is attributed to the gain on the payoff of the mortgage note payable on FlatIron Crossing of $2.8 million offset in part by the loss on the payoff of the mortgage note payable on Vintage Faire Mall of $0.8 million.

Equity in Income of Unconsolidated Joint Ventures:

Equity in income of unconsolidated joint ventures increased $61.0 million from 2012 to 2013. The increase is primarily attributed to the Company's share of the gains on the sales in 2013 of Redmond Town Center Office of $44.4 million and Kitsap Mall of $28.1 million offset in part by the Company's share of the gain on the sale of SanTan Village Power Center in 2012 of $11.5 million (See "Acquisitions and Dispositions" in Management's Overview and Summary).

Gain on Remeasurement, Sale or Write Down of Assets, net:

Gain on remeasurement, sale or write down of assets, net decreased $13.9 million from 2012 to 2013. The decrease is primarily attributed to the sales in 2012 of the Company's ownership interests in Chandler Festival of $12.3 million, Chandler Village Center of $8.2 million and Chandler Gateway of $3.4 million (See "Acquisitions and Dispositions" in Management's Overview and Summary) offset in part by a decrease in the gain on sale of assets of $10.0 million.

Income From Discontinued Operations:

Income from discontinued operations increased $67.1 million from 2012 to 2013. The increase in income from discontinued operations is primarily due to the gains on the sales in 2013 of Green Tree Mall of $59.8 million and Northridge Mall and Rimrock Mall of $82.1 million offset in part by the gains on the sales and dispositions in 2012 of Valley View Center of $49.7 million, Prescott Gateway of $16.4 million, Carmel Plaza of $7.8 million and Hilton Village of $3.1 million (See "Acquisitions and Dispositions" and "Other Transactions and Events" in Management's Overview and Summary).

Net Income:

Net income increased $124.5 million from 2012 to 2013. The increase is primarily attributed to the increases in equity in income from unconsolidated joint ventures of $61.0 million, the income from discontinued operations of $67.1 million and the results of operations as discussed above.

Funds From Operations ("FFO"):

Primarily as a result of the factors mentioned above, FFO—diluted decreased 22.6% from $332.4 million in 2012 to $257.4 million in 2013. For a reconciliation of FFO and FFO—diluted to net income attributable to the Company, the most directly comparable GAAP financial measure, see "Funds From Operations ("FFO") and Adjusted Funds From Operations ("AFFO")" below.

Operating Activities:

Cash provided by operating activities increased from $144.6 million in 2012 to $182.8 million in 2013. The increase was primarily due to changes in assets and liabilities and the results at the Acquisition Properties as discussed above.

Investing Activities:

Cash used in investing activities increased from a surplus of $7.7 million in 2012 to a deficit of $120.5 million in 2013. The increase in cash used in investing activities was primarily due to the acquisitions in 2013 of Green Acres Mall for $470.0 million and Green Acres Adjacent for $22.6 million (See "Acquisitions and Dispositions" in Management's Overview and Summary) offset in part by increases in the proceeds from the sale of assets of $184.4 million (See "Acquisitions and Dispositions" in Management's Overview and Summary) and distributions from unconsolidated joint ventures of $148.6 million.

Financing Activities:

Cash used in financing activities decreased from $129.8 million in 2012 to $81.2 million in 2013. The decrease in cash used in financing activities was primarily due to increases in proceeds from mortgages, bank and other notes payable of $857.6 million and cash provided by the ATM Program of $171.2 million (See Liquidity and Capital Resources) offset in part by increases in payments on mortgages, bank and other notes payable of $965.4 million and dividends and distributions of $12.3 million.

Liquidity and Capital Resources

The Company anticipates meeting its liquidity needs for its operating expenses, debt service and dividend requirements for the next twelve months through cash generated from operations, working capital reserves and/or borrowings under its unsecured line of credit.

The following tables summarize capital expenditures incurred at the Centers:

	For the Six Months Ended June 30,	
(Dollars in thousands)	**2013**	**2012**
Consolidated Centers:		
Acquisitions of property and equipment	$ 534,520	$ 76,935
Development, redevelopment, expansion and renovation of Centers	74,950	53,011
Tenant allowances	10,428	8,543
Deferred leasing charges	14,219	13,580
	$ 634,117	$ 152,069
Joint Venture Centers (at Company's pro rata share):		
Acquisitions of property and equipment	$ 2,024	$ 1,754
Development, redevelopment, expansion and renovation of Centers	45,503	46,457
Tenant allowances	4,182	2,490
Deferred leasing charges	1,814	2,576
	$ 53,523	$ 53,277

The Company expects amounts to be incurred during the next twelve months for tenant allowances and deferred leasing charges to be comparable or less than 2012 and that capital for those expenditures will be available from working capital, cash flow from operations, borrowings on property specific debt or unsecured corporate borrowings. The Company expects to incur between $200 million and $300 million during the next twelve months for development, redevelopment, expansion and renovations. Capital for these major expenditures, developments and/or redevelopments has been, and is expected to continue to be, obtained from a combination of debt or equity financings, which are expected to include borrowings under the Company's line of credit and construction loans. The Company has also generated liquidity in the past through equity offerings, property refinancings, joint venture transactions and the sale of non-core assets. The Company recently sold certain non-core assets and, depending on market conditions, may continue to do so in the future. Furthermore, the Company has filed a shelf registration statement which registered an unspecified amount of common stock, preferred stock, depositary shares, debt securities, warrants, rights and units.

The capital and credit markets can fluctuate, and at times, limit access to debt and equity financing for companies. As demonstrated by the Company's recent activity, including its $500 million ATM Program as discussed below and its $1.5 billion line of credit, the Company has recently been able to access capital; however, there is no assurance the Company will be able to do so in future periods or on similar terms and conditions. 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. In the event that the Company has significant tenant defaults as a result of the overall economy and general market conditions, the Company could have a decrease in cash flow from operations, which could result in increased borrowings under its line of credit. These events could result in an increase in the Company's proportion of floating rate debt, which would cause it to be subject to interest rate fluctuations in the future.

The Company has an equity distribution agreement ("Distribution Agreement") with a number of sales agents to issue and sell, from time to time, shares of common stock, having an aggregate offering price of up to $500 million (the "Shares"). Sales of the Shares, if any, may be made in privately negotiated transactions and/or any other method permitted by law, including sales deemed to be an "at the market" offering, which includes sales made directly on the New York Stock Exchange or sales made to or through a market maker other than on an exchange. This offering is referred to herein as the "ATM Program". During the three months ended June 30, 2013, the Company sold 2,456,956 shares of common stock under the ATM Program in exchange for aggregate gross proceeds of $173.0 million and net proceeds of $171.2 million after commissions and other transaction costs. As of June 30, 2013, $149.1 million remained available to be sold under the ATM Program. Actual future sales will depend upon a variety of factors including but not limited to market conditions, the trading price of the Company's common stock and our capital needs. The Company has no obligation to sell the remaining shares available for sale under the ATM Program.

The Company's total outstanding loan indebtedness at June 30, 2013 was $6.5 billion (consisting of $5.2 billion of consolidated debt, less $0.3 billion of noncontrolling interest, plus $1.6 billion of its pro rata share of unconsolidated joint venture debt). The majority of the Company's debt consists of fixed-rate conventional mortgage notes collateralized by individual properties. The Company expects that all of the maturities during the next twelve months will be refinanced, restructured, extended and/or paid off from the Company's line of credit or cash on hand.

The Company has a $1.5 billion revolving line of credit that bore interest at LIBOR plus a spread of 1.75% to 3.0%, depending on the Company's overall leverage level, and was to mature on May 2, 2015 with a one-year extension option. Based on the Company's leverage level at June 30, 2013, the borrowing rate on the facility was LIBOR plus 2.25%. The line of credit had the ability to be expanded, depending on certain conditions, up to a total facility of $2.0 billion less the outstanding balance of the $125.0 million unsecured term loan, as discussed below. All obligations under the line of credit were unconditionally guaranteed by the Company and certain of its direct and indirect subsidiaries and were secured, subject to certain exceptions, by pledges of direct and indirect ownership interests in certain of the subsidiary guarantors. At June 30, 2013, total borrowings under the line of credit were $405.0 million with an average effective interest rate of 2.99%.

On August 6, 2013, the Company's line of credit was amended and extended. The amended facility provides for an interest rate of LIBOR plus a spread of 1.375% to 2.0%, depending on the Company's overall leverage levels and matures on August 6, 2018. The interest rate, as of the amendment date, was LIBOR plus 1.50%. In addition, the line of credit can now be expanded, depending on certain conditions, up to a total amount of $2.0 billion (without giving effect to the $125.0 million unsecured term loan described below). All obligations under the amended facility are only unconditionally guaranteed by the Company.

The Company has a $125.0 million unsecured term loan under the Company's line of credit that bears interest at LIBOR plus a spread of 1.95% to 3.20% depending on the Company's overall leverage and matures on December 8, 2018. Based on the Company's leverage level at June 30, 2013, the borrowing rate is LIBOR plus 2.20%. As of June 30, 2013, the total interest rate was 2.79%.

At June 30, 2013, the Company was in compliance with all applicable loan covenants under its agreements.

At June 30, 2013, the Company had cash and cash equivalents of $46.9 million.

Off-Balance Sheet Arrangements:

The Company accounts for its investments in joint ventures that it does not have a controlling interest in or is not the primary beneficiary of, 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" and "Distributions in excess of investments in unconsolidated joint ventures".

In addition, certain joint ventures also have secured 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. At June 30, 2013, the balance of the debt that could be recourse to the Company was $51.1 million offset in part by indemnity agreements from joint venture partners for $21.3 million. The maturities of the recourse debt, net of indemnification, are $4.1 million in 2013, $16.8 million in 2015 and $8.9 million in 2016.

Additionally, as of June 30, 2013, the Company is contingently liable for $3.8 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 a liability to the Company.

Long-term Contractual Obligations:

The following is a schedule of long-term contractual obligations as of June 30, 2013 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)	$ 5,406,947	$ 243,031	$ 1,415,447	$ 1,120,070	$ 2,628,399
Operating lease obligations(1)	360,192	15,085	27,104	24,556	293,447
Purchase obligations(1)	15,073	15,073	—	—	—
Other long-term liabilities	275,819	233,935	2,982	3,299	35,603
	$ 6,058,031	$ 507,124	$ 1,445,533	$ 1,147,925	$ 2,957,449

(1) See Note 16—Commitments and Contingencies in the Company's Notes to Consolidated Financial Statements.

Funds From Operations ("FFO") and Adjusted Funds From Operations ("AFFO")

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 Generally Accepted Accounting Principles ("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, impairment write-downs of real estate and write-downs of investments in an affiliate where the write-downs have been driven by a decrease in the value of real estate held by the affiliate and after adjustments for unconsolidated joint ventures. Adjustments for unconsolidated joint ventures are calculated to reflect FFO on the same basis.

Adjusted FFO ("AFFO") excludes the FFO impact of Shoppingtown Mall and Valley View Center for the three and six months ended June 30, 2012. In December 2011, the Company conveyed Shoppingtown Mall to the lender by a deed-in-lieu of foreclosure. In July 2010, a court-appointed receiver assumed operational control of Valley View Center and responsibility for managing all aspects of the property. Valley View Center was sold by the receiver on April 23, 2012, and the related non-recourse mortgage loan obligation was fully extinguished on that date. On May 31, 2012, the Company conveyed Prescott Gateway to the lender by a deed-in-lieu of foreclosure and the debt was forgiven, resulting in a gain on the extinguishment of debt of $16.4 million. AFFO also excludes the gain on extinguishment of debt of Prescott Gateway for the three and six months ended June 30, 2012.

FFO and FFO on a 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. The Company believes that AFFO and AFFO on a diluted basis provide useful supplemental information regarding the Company's performance as they show a more meaningful and consistent comparison of the Company's operating performance and allow investors to more easily compare the Company's results without taking into account non-cash credits and charges on properties controlled by either a receiver or loan servicer. FFO and AFFO on a diluted basis are measures investors find most useful in measuring the dilutive impact of outstanding convertible securities.

FFO and AFFO do not represent cash flow from operations as defined by GAAP, should not be considered as an alternative to net income (loss) as defined by GAAP, and are not indicative of cash available to fund all cash flow needs. The Company also cautions that FFO and AFFO, as presented, may not be comparable to similarly titled measures reported by other real estate investment trusts.

Management compensates for the limitations of FFO and AFFO by providing investors with financial statements prepared according to GAAP, along with this detailed discussion of FFO and AFFO and a reconciliation of FFO and AFFO and FFO and AFFO-diluted to net income attributable to the Company. Management believes that to further understand the Company's performance, FFO and AFFO should be compared with the Company's reported net income and considered in addition to cash flows in accordance with GAAP, as presented in the Company's Consolidated Financial Statements.

Funds From Operations ("FFO") and Adjusted Funds From Operations ("AFFO")

The following reconciles net income attributable to the Company to FFO and FFO-diluted for the three and six months ended June 30, 2013 and 2012 and FFO and FFO—diluted to AFFO and AFFO—diluted for the same periods (dollars and shares in thousands):

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2013	2012	2013	2012
Net income attributable to the Company	$ 218,997	$ 133,354	$ 237,089	$ 119,286
Adjustments to reconcile net income attributable to the Company to FFO—basic and diluted:				
Noncontrolling interests in the Operating Partnership	15,902	11,294	17,244	10,106
(Gain) loss on remeasurement, sale or write down of consolidated assets, net	(141,108)	(9,512)	(145,942)	26,215
Add: (loss) gain on sale of undepreciated consolidated assets	(10)	—	2,238	—
Add: noncontrolling interests share of (loss) gain on remeasurement, sale or write down of consolidated joint ventures, net	(9)	(17)	3,163	3,538
(Gain) loss on remeasurement, sale or write down of assets from unconsolidated joint ventures, net(1)	(73,035)	354	(73,016)	(11,157)
Add: gain on sale of undepreciated assets from unconsolidated joint ventures(1)	486	—	484	—
Depreciation and amortization on consolidated assets	93,984	73,003	187,143	149,968
Less: depreciation and amortization attributable to noncontrolling interests on consolidated joint ventures	(4,603)	(4,578)	(9,137)	(9,428)
Depreciation and amortization on unconsolidated joint ventures(1)	22,815	25,553	44,147	50,310
Less: depreciation on personal property	(3,014)	(3,239)	(6,034)	(6,453)
FFO—basic and diluted	130,405	226,212	257,379	332,385
Shoppingtown Mall	—	36	—	396
Valley View Center	—	(103,745)	—	(101,116)
Prescott Gateway	—	(16,350)	—	(16,350)
AFFO and AFFO—diluted	$ 130,405	$ 106,153	$ 257,379	$ 215,315
Weighted average number of FFO shares outstanding for:				
FFO—basic(2)	149,311	144,030	148,532	143,741
Adjustments for impact of dilutive securities in computing FFO—diluted:				
Stock warrants	—	68	—	84
Share and unit based compensation plans	154	41	121	7
FFO—diluted(3)	149,465	144,139	148,653	143,832

(1) Unconsolidated joint ventures are presented at the Company's pro rata share.

(2) Includes 9.9 million and 11.3 million OP Units for the three months ended June 30, 2013 and 2012, respectively, and 10.1 million and 11.2 million OP units for the six months ended June 30, 2013 and 2012, respectively.

(3) The computation of FFO and AFFO—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 and AFFO—diluted computation.

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 June 30, 2013 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 ended June 30,							
	2014	2015	2016	2017	2018	Thereafter	Total	FV
CONSOLIDATED CENTERS(1):								
Long-term debt:								
Fixed rate	$ 123,924	$ 251,328	$ 820,335	$ 64,984	$ 494,963	$ 2,404,679	$ 4,160,213	$ 4,258,951
Average interest rate	4.76%	5.32%	5.76%	3.68%	3.62%	3.96%	4.38%	
Floating rate	109,111	168,612	104,008	524,123	—	125,000	1,030,854	1,038,864
Average interest rate	3.75%	4.37%	3.03%	3.00%	—%	2.79%	3.28%	
Total debt—Consolidated Centers	$ 233,035	$ 419,940	$ 924,343	$ 589,107	$ 494,963	$ 2,529,679	$ 5,191,067	$ 5,297,815
UNCONSOLIDATED JOINT VENTURE CENTERS(1):								
Long-term debt (at Company's pro rata share):								
Fixed rate	$ 163,657	$ 171,069	$ 323,472	$ 56,972	$ 57,044	$ 629,845	$ 1,402,059	$ 1,434,505
Average interest rate	4.79%	5.85%	6.30%	6.50%	4.49%	3.54%	4.76%	
Floating rate	10,520	14,395	26,136	70,941	64,971	—	186,963	185,341
Average interest rate	3.24%	3.11%	3.40%	2.84%	2.29%	—%	2.77%	
Total debt—Unconsolidated Joint Venture Centers	$ 174,177	$ 185,464	$ 349,608	$ 127,913	$ 122,015	$ 629,845	$ 1,589,022	$ 1,619,846

(1) The maturity date assumes that all extension options are fully exercised and that the Company does not opt to refinance the debt prior to these dates. These extension options are at the Company's discretion, subject to certain conditions, which the Company believes will be met.

The consolidated Centers' total fixed rate debt at June 30, 2013 and December 31, 2012 was $4.2 billion and $3.7 billion, respectively. The average interest rate on fixed rate debt at June 30, 2013 and December 31, 2012 was 4.38% and 4.40%, respectively. The consolidated Centers' total floating rate debt at June 30, 2013 and December 31, 2012 was $1.0 billion and $1.5 billion, respectively. The average interest rate on floating rate debt at June 30, 2013 and December 31, 2012 was 3.28% and 3.05%, respectively.

The Company's pro rata share of the Unconsolidated Joint Venture Centers' fixed rate debt at June 30, 2013 and December 31, 2012 was $1.4 billion and $1.5 billion, respectively. The average interest rate on fixed rate debt at June 30, 2013 and December 31, 2012 was 4.76% and 5.27%, respectively. The Company's pro rata share of the Unconsolidated Joint Venture Centers' floating rate debt at June 30, 2013 and December 31, 2012 was $187.0 million and $178.3 million, respectively. The average interest rate on the floating rate debt at June 30, 2013 and December 31, 2012 was 2.77% and 3.69%, respectively.

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 $12.2 million per year based on $1.2 billion of floating rate debt outstanding at June 30, 2013.

The fair value of the Company's long-term debt is estimated based on a present value model utilizing interest rates that reflect the risks associated with long-term debt of similar risk and duration. In addition, the method of computing fair value for mortgage notes payable included a credit value adjustment based on the estimated value of the property that serves as collateral for the underlying debt (See Note 9—Mortgage Notes Payable and Note 10—Bank and Other Notes Payable in the Company's Notes to the Consolidated Financial Statements).

Item 4. Controls and Procedures

As required by Rule 13a-15(b) under the Securities Exchange Act of 1934, management carried out an evaluation, under the supervision and with the participation of the Company's Chief Executive Officer and Chief Financial Officer, of the effectiveness of the Company's disclosure controls and procedures as of the end of the period covered by this Quarterly Report on Form 10-Q. Based on their evaluation as of June 30, 2013, 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) accumulated and communicated to the Company's management, including its Chief Executive Officer and Chief Financial Officer, or persons performing similar functions, 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 Securities Exchange Act of 1934) 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, the Management Companies or their respective affiliates are currently involved in any material legal proceedings.

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, 2012.

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

On May 13, 2013 and May 22, 2013, the Company, as general partner of the Operating Partnership, issued 66,283 and 500,000 shares of common stock of the Company, respectively, upon the redemption of 66,283 and 500,000 common partnership units of the Operating Partnership, respectively. These shares of common stock were issued in a private placement to three limited partners of the Operating Partnership, each an accredited investor, pursuant to Section 4(2) of the Securities Act of 1933, as amended.

Item 3. Defaults Upon Senior Securities

Not Applicable

Item 4. Mine Safety Disclosures

Not Applicable

Item 5. Other Information

Not Applicable

Item 6. Exhibits

Exhibit Number	Description
2.1	Contribution Agreement and Joint Escrow Instructions, dated October 21, 2012, by and among Alexander's Kings Plaza, LLC, Alexander's of Kings, LLC, Kings Parking, LLC and Brooklyn Kings Plaza LLC (incorporated by reference as an exhibit to the Company's Current Report on Form 8-K, event date November 28, 2012).
2.2	Agreement of Sale and Purchase, dated October 21, 2012, by and among Green Acres Mall, L.L.C. and Valley Stream Green Acres LLC (incorporated by reference as an exhibit to the Company's Current Report on Form 8-K, event date January 24, 2013).
3.1	Articles of Amendment and Restatement of the Company (incorporated by reference as an exhibit to the Company's Registration Statement on Form S-11, as amended (No. 33-68964)).
3.1.1	Articles Supplementary of the Company (incorporated by reference as an exhibit to the Company's Current Report on Form 8-K, event date May 30, 1995).
3.1.2	Articles Supplementary of the Company (with respect to the first paragraph) (incorporated by reference as an exhibit to the Company's 1998 Form 10-K).
3.1.3	Articles Supplementary of the Company (Series D Preferred Stock) (incorporated by reference as an exhibit to the Company's Current Report on Form 8-K, event date July 26, 2002).
3.1.4	Articles Supplementary of the Company (incorporated by reference as an exhibit to the Company's Registration Statement on Form S-3, as amended (No. 333-88718)).
3.1.5	Articles of Amendment (declassification of Board) (incorporated by reference as an exhibit to the Company's 2008 Form 10-K).
3.1.6	Articles Supplementary (incorporated by reference as an exhibit to the Company's Current Report on Form 8-K, event date February 5, 2009).
3.1.7	Articles of Amendment (increased authorized shares) (incorporated by reference as an exhibit to the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2009).
3.2	Amended and Restated Bylaws of the Company (incorporated by reference as an exhibit to the Company's Current Report on Form 8-K, event date January 26, 2012).
10.1*	Eligible Directors' Deferred Compensation/Phantom Stock Plan (as amended and restated as of January 1, 2013).
10.2*	Employee Stock Purchase Plan (as amended and restated as of June 1, 2013).
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 Certifications of Arthur Coppola and Thomas O'Hern
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document

Exhibit Number	Description
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document

* 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
Senior Executive Vice President and Chief Financial Officer
(Principal Financial Officer)

Date: August 8, 2013

Exhibit 10.1

THE MACERICH COMPANY

ELIGIBLE DIRECTORS'
DEFERRED COMPENSATION/PHANTOM STOCK PLAN
(As Amended and Restated as of January 1, 2013)

THE MACERICH COMPANY

ELIGIBLE DIRECTORS'
DEFERRED COMPENSATION/PHANTOM STOCK PLAN
(As Amended and Restated as of January 1, 2013)

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THE MACERICH COMPANY

ELIGIBLE DIRECTORS'
DEFERRED COMPENSATION/PHANTOM STOCK PLAN
(As Amended and Restated as of January 1, 2013)

ARTICLE I
TITLE, PURPOSE AND AUTHORIZED SHARES

This Plan shall be known as "The Macerich Company Eligible Directors' Deferred Compensation/Phantom Stock Plan." The purpose of this Plan is to attract, motivate and retain experienced and knowledgeable directors of The Macerich Company by permitting them to defer compensation and affording them the opportunity to link that compensation to an equity interest in the Company. The total number of shares of Common Stock that may be delivered pursuant to awards under this Plan is 500,000, subject to adjustments contemplated by Section 5.6. This version of this Plan applies to Compensation and/or Special Compensation payable to an Eligible Director for service on the Board or any Board committee on or after January 1, 2013. For the provisions applicable to Compensation and/or Special Compensation payable to an Eligible Director for service prior to such date, see the version of this Plan in effect as of the applicable date.

ARTICLE II
DEFINITIONS

Whenever the following terms are used in this Plan they shall have the meaning specified below unless the context clearly indicates to the contrary:

2.1 **Account** shall mean one or more of an Eligible Director's Cash Account(s), Stock Unit Account(s), Dividend Equivalent Cash Account(s) and Dividend Equivalent Stock Account(s). Each Account includes, to the extent applicable, any Distribution Subaccounts.

2.2 **Additional Compensation** with respect to a particular calendar year shall mean the difference (if any) between (i) the amount of an Eligible Director's Compensation for such calendar year taken into account on the Award Date, and (ii) the amount of Compensation the Eligible Director would actually have been paid for such calendar year, solely to the extent that such difference in the Eligible Director's Compensation for such calendar year is attributable to (1) changes in the Company's compensation policy for non-employee directors that are approved by the Board of Directors and take effect during or prior to such calendar year and/or (2) changes in the Eligible Director's annual retainer levels as a result of such Eligible Director's becoming or ceasing to be a member of a Board committee or the chairperson or presiding/lead director of the Board or the chairperson of a Board committee. For purposes of clarity, "Additional Compensation" may be a negative number. Notwithstanding any other provision herein, an amount of Compensation that is treated as Additional Compensation hereunder shall not in any event be treated as Special Compensation.

2.3 **Additional Compensation Approval Date** shall mean, as applicable, the date on which the Board of Directors approves the change in the Company's compensation policy for non-employee directors that gives rise to the Additional Compensation or, in the case of an Eligible Director's becoming or ceasing to be a member of a Board committee or the chairperson or presiding/lead director of the Board or the chairperson of a Board committee, the date on which the Board of Directors approves such change in the Eligible Director's status (or, if later, the effective date of such change).

2.4 **Average Fair Market Value** shall mean (i) for purposes of crediting any Stock Units hereunder pursuant to Section 5.2(a)(1), the average of the Fair Market Values of a share of Common Stock of the Company during the last 10 trading days preceding the Award Date, (ii) for purposes of crediting any Stock Units hereunder pursuant to Section 5.2(a)(2), the average of the Fair Market Values of a share of Common Stock of the Company during the last 10 trading days preceding the related Additional Compensation Approval Date, and (iii) for purposes of crediting any Stock Units hereunder pursuant to Section 5.2(a)(3), the average of the Fair Market Values of a share of Common Stock of the Company for the trading days occurring in the calendar year preceding the March 31 on which such Stock Units are credited.

2.5 **Award Date** with reference to elections under Section 4.2 shall mean the January 1 that next follows the date of an Eligible Director's election made pursuant to Section 4.2. Award Date with reference to elections under Section 4.1 shall mean the date next following the date that the Eligible Director files his or her election under Section 4.1.

2.6 **Board of Directors** or **Board** shall mean the Board of Directors of the Company.

2.7 **Cash Account** shall mean a Current Cash Account and/or a Prior Cash Account.

2.8 **Cash or Combination Dividends** shall mean cash dividends and distributions to holders of shares of Common Stock, and dividends in connection with which holders of shares of Common Stock have the right to elect to receive cash, shares of Common Stock of equivalent value, or a combination thereof.

2.9 **Change in Control Event**

(a) with respect to the provisions of Section 5.5A of the Plan set forth in Appendix A, which apply to the distribution of amounts deferred prior to January 1, 2005 and credited to Prior Cash Accounts, Prior Dividend Equivalent Cash Accounts, Prior Dividend Equivalent Stock Accounts and Prior Stock Unit Accounts, shall have the meaning specified for such term under The Macerich Company Amended and Restated 1994 Incentive Plan, as amended from time to time; and

(b) with respect to the provisions of the Plan that apply to distributions from Current Cash Accounts, Current Dividend Equivalent Cash Accounts, Current Dividend Equivalent Stock Accounts and Current Stock Unit Accounts, shall mean

(1) the acquisition by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”)) (such individual, entity, or group, a “Person”) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of stock possessing 33% or more of 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 in Control Event; (A) any acquisition directly from the Company, (B) any acquisition by the Company, (C) 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 (D) any acquisition by a Person having beneficial ownership of more than 50% of the Outstanding Company Voting Securities prior to the acquisition;

(2) individuals who, as of any date (the “Initial Date”) after the date hereof, constitute the Board (the “Incumbent Board”) cease for any reason, at any time within 12 months following the Initial Date, to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the Initial Date whose election, or nomination for election by the Company’s stockholders, was approved by a vote of at least a majority 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;

(3) consummation of a reorganization, merger, statutory share exchange or consolidation or similar corporate transaction involving the Company or any of its subsidiaries, 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 if, following such Business Combination, any Person (excluding any entity resulting from such Business Combination or a parent of any such entity or any employee benefit plan (or related trust) of the Company or such entity resulting from such Business Combination or parent of any such entity) beneficially owns, directly or indirectly, more than 50% of, respectively, the then-outstanding shares of 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 50% existed prior to the Business Combination; or

(4) consummation of a sale or other disposition of all or substantially all of the assets of the Company (an “Asset Transfer”), other than a transfer to (A) one or more of the beneficial owners (immediately before the

Asset Transfer) of the then-outstanding shares of stock of the Company (“Outstanding Company Stock”) in exchange for or with respect to such Outstanding Company Stock of such beneficial owners, or (B) an entity, 50% or more of the total value or voting power of which is owned, directly or indirectly, by the Company, or (C) a Person that owns, directly or indirectly, 50% or more of the total value or voting power of the Outstanding Company Stock, or (D) an entity, 50% or more of the total value or voting power of which is owned, directly or indirectly, by a Person described in the preceding clause (C).

Each event comprising a Change in Control Event under this Subsection (b) is intended to constitute a “change in ownership or effective control” or a “change in the ownership of a substantial portion of the assets” of the Company as such terms are defined for purposes of Section 409A of the Internal Revenue Code and such definition of “Change in Control Event” as used herein shall be interpreted consistently therewith.

2.10 **Code** shall mean the Internal Revenue Code of 1986, as amended.

2.11 **Common Stock** shall mean the Common Stock of the Company.

2.12 **Committee** shall mean a Committee of the Board of Directors acting in accordance with Article VI and applicable Maryland law, or the Board of Directors.

2.13 **Company** shall mean The Macerich Company, a Maryland corporation, and its successors and assigns.

2.14 **Compensation** shall mean the annual retainer fees payable by the Company to an Eligible Director for a calendar year.

2.15 **Current Cash Account** shall mean a bookkeeping account maintained by the Company on behalf of each Eligible Director who elects to defer Compensation and Special Meeting Fees earned after December 31, 2004 in cash in accordance with Section 5.1.

2.16 **Current Dividend Equivalent Cash Account** shall mean a bookkeeping account maintained by the Company on behalf of an Eligible Director that is credited with Dividend Equivalents in the form of cash deferrals attributable to Stock Units credited to the Eligible Director's Current Stock Unit Account (with respect to Compensation and Special Meeting Fees earned after December 31, 2004) in accordance with Section 5.3(b)(1).

2.17 **Current Dividend Equivalent Stock Account** shall mean a bookkeeping account maintained by the Company on behalf of an Eligible Director that is credited with Dividend Equivalents in the form of Stock Units attributable to Stock Units credited to the Eligible Director's Current Stock Unit Account (with respect to

Compensation and Special Meeting Fees earned after December 31, 2004) in accordance with Section 5.3(c)(1).

2.18 **Current Stock Unit Account** shall mean a bookkeeping account maintained by the Company on behalf of each Eligible Director who elects to defer Compensation and Special Meeting Fees earned after December 31, 2004 in Stock Units in accordance with Section 5.2.

2.19 **Disability** shall mean a medically determinable physical or mental impairment that can be expected to result in death or can be expected to last for a continuous period of not less than 12 months that renders an Eligible Director unable to engage in any substantial gainful activity.

2.20 **Discount Rate** shall mean an interest rate equal to 5% per annum.

2.21 **Disinterested Director** shall mean a member of the Board of Directors who is not generally disqualified from making decisions concerning this Plan or all actions hereunder under any applicable legal requirements, but in no event shall a member of the Board of Directors participate in any decision affecting only his or her benefits under this Plan.

2.22 **Distribution Subaccount** shall mean a subaccount of an Eligible Director's Account established to separately account for deferred Compensation and Special Meeting Fees (and Dividend Equivalents or other earnings or losses thereon) that are subject to different distribution elections.

2.23 **Dividend Equivalent** shall mean the amount of Cash or Combination Dividends paid by the Company after January 31, 1995 on that number of shares of Common Stock equivalent to the number of Stock Units then credited to an Eligible Director's Stock Unit Account, or Stock Unit Accounts, as applicable, and Dividend Equivalent Stock Account, or Dividend Equivalent Stock Accounts, as applicable, which amount shall be allocated as additional Stock Units to the Eligible Director's Dividend Equivalent Stock Account(s) or as additional deferrals to the Eligible Director's Dividend Equivalent Cash Account(s), as provided in Section 5.3.

2.24 **Dividend Equivalent Cash Account** shall mean a Current Dividend Equivalent Cash Account and/or a Prior Dividend Equivalent Cash Account.

2.25 **Dividend Equivalent Stock Account** shall mean a Current Dividend Equivalent Stock Account and/or a Prior Dividend Equivalent Stock Account.

2.26 **Effective Date** shall mean July 29, 1994.

2.27 **Eligible Director** shall mean a member of the Board of Directors of the Company who is compensated in such capacity and (as to any outstanding Account balances under this Plan) any such person who has Account balances under the Plan.

2.28 **Exchange Act** shall mean the Securities Exchange Act of 1934, as amended from time to time.

2.29 **Fair Market Value** shall mean on any date the closing price of the stock on the Composite Tape, as published in the Western Edition of The Wall Street Journal, of the principal securities exchange or market on which the stock is so listed, admitted to trade, or quoted on such date, or, if there is no trading of the stock on such date, then the closing price of the stock as quoted on such Composite Tape on the next preceding date on which there was trading in such shares; provided, however, if the stock is not so listed, admitted or quoted, the Committee may designate such other exchange, market or source of data as it deems appropriate for determining such value for purposes of this Plan.

2.30 **Interest Rate** shall mean the rate that is 120% of the federal long-term rate for compounding on a quarterly basis, determined and published by the Secretary of the United States Department of Treasury under Section 1274(d) of the Code, for the month in which interest is credited.

2.31 **Plan** shall mean The Macerich Company Eligible Directors' Deferred Compensation/Phantom Stock Plan, as amended from time to time.

2.32 **Plan Year** shall mean the applicable calendar year.

2.33 **Prior Cash Account** shall mean a bookkeeping account maintained by the Company on behalf of each Eligible Director who elects to defer Compensation and Special Meeting Fees earned before January 1, 2005 in cash in accordance with Section 5.1.

2.34 **Prior Dividend Equivalent Cash Account** shall mean a bookkeeping account maintained by the Company on behalf of an Eligible Director that is credited with Dividend Equivalents in the form of cash deferrals attributable to Stock Units credited to the Eligible Director's Prior Stock Unit Account (with respect to Compensation and Special Meeting Fees earned before January 1, 2005) in accordance with Section 5.3(b)(2).

2.35 **Prior Dividend Equivalent Stock Account** shall mean a bookkeeping account maintained by the Company on behalf of an Eligible Director that is credited with Dividend Equivalents in the form of Stock Units attributable to Stock Units credited to the Eligible Director's Prior Stock Unit Account (with respect to Compensation and Special Meeting Fees earned before January 1, 2005) in accordance with Section 5.3(c)(2).

2.36 **Prior Stock Unit Account** shall mean a bookkeeping account maintained by the Company on behalf of each Eligible Director who elects to defer Compensation and Special Meeting Fees earned before January 1, 2005 in Stock Units in accordance with Section 5.2.

2.37 **Special Compensation** with respect to a particular calendar year shall mean the difference (if any) obtained by subtracting (i) the sum of (a) the amount of an Eligible Director's Compensation for such calendar year taken into account on the Award Date, and (b) the amount of the Eligible Director's Additional Compensation (if any) taken into account for such calendar year at any time after the Award Date, from (ii) the amount of Compensation the Eligible Director would actually have been paid for such calendar year (including, without limitation, any Special Meeting Fees, and any other Compensation not taken into account on the Award Date or as Additional Compensation after the Award Date), in each case without giving effect to any election by the Eligible Director to defer Compensation hereunder. For purposes of clarity, "Special Compensation" may be a negative number.

2.38 **Special Meeting Fees** shall mean the meeting fees (if any) that are paid by the Company after January 31, 1995 to an Eligible Director for meetings during a deferral period.

2.39 **Stock Unit or Unit** shall mean a non-voting unit of measurement that is deemed for bookkeeping purposes to be equivalent to one outstanding share of Common Stock of the Company solely for purposes of this Plan.

2.40 **Stock Unit Account** shall mean a Current Stock Unit Account and/or a Prior Stock Unit Account.

2.41 **Unforeseeable Emergency** shall mean a severe financial hardship to the Eligible Director resulting from an illness or accident of the Eligible Director, the Eligible Director's spouse or a dependent (as defined in Section 152(a) of the Code) of the Eligible Director, loss to the Eligible Director's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Eligible Director.

ARTICLE III
PARTICIPATION

Each Eligible Director shall become a participant in the Plan by electing to defer his or her Compensation or Special Meeting Fees in accordance with Article IV.

ARTICLE IV
DEFERRAL ELECTIONS

4.1 **Initial Elections.** On or before the 30^{th} day after first becoming an Eligible Director, a new Eligible Director may make an irrevocable election to defer all or a portion (in 10% increments) of his or her Compensation and/or Special Meeting Fees payable for services to be rendered by the Eligible Director after the date such election is filed with the Committee and during the remainder of the calendar year during which the Eligible Director first becomes an Eligible Director and/or during the next one or two calendar years in (a) cash, in accordance with Section 5.1, or (b) Stock Units, in accordance with Section 5.2. Such election shall be in writing on a form provided by the

Company and approved by the Committee and must be filed no later than the 30^{th} day following the date that the Eligible Director first becomes an Eligible Director. Such election may also specify that the amounts deferred pursuant to such election shall be paid under one of the optional forms of benefits set forth in Section 5.5(a).

4.2 **Subsequent Annual Elections**.

(a) **General Rule.** On or before the date set forth in the applicable election agreement (but in no event later than December 31 of the year preceding the first year to which the election applies), each Eligible Director may make an irrevocable election to defer all or a portion (in 10% increments) of his or her Compensation and/or Special Meeting Fees payable for services to be rendered by the Eligible Director during the next one, two, or three calendar years in (a) cash, in accordance with Section 5.1, or (b) Stock Units, in accordance with Section 5.2. Such election shall be in writing on forms provided by the Company and approved by the Committee. Such election may also specify that the amounts deferred pursuant to such election shall be paid under one of the optional time and forms of distribution set forth in Section 5.5(a).

(b) **Special Rule for 2005 and 2006 Deferrals.** Any Eligible Director who filed a deferral election under this Plan prior to December 31, 2003 with respect to Compensation and/or Special Meeting Fees to be earned in 2005 and/or 2006 (a "Pre-Existing Deferral Election") may file a new distribution election with respect to amounts to be deferred in 2005 and/or 2006 pursuant to such Pre-Existing Deferral Election (the "2005-2006 Deferrals") no later than December 31, 2005. If the Eligible Director does not file such a distribution election for such 2005-2006 Deferrals, then he or she shall be deemed to have elected to receive a distribution of his 2005-2006 Deferrals as provided in the Eligible Director's most recent effective distribution election filed prior to December 31, 2004 with the Committee in accordance with Section 5.5A(b) with respect to all amounts deferred under such Pre-Existing Deferral Election. Any further changes to the time and manner of distribution of the Participant's 2005-2006 Deferrals shall be made in accordance with, and governed by, the provisions of Section 5.5(b) and not Section 5.5A(b).

(c) **2008 Distribution Elections**. Notwithstanding the provisions of Sections 4.1, 4.2(a), 4.2(b) and 5.5 hereof, a Participant may elect to change his or her distribution election with respect to his or her Current Cash Accounts, Current Dividend Equivalent Cash Accounts, Current Dividend Equivalent Stock Accounts and Current Stock Unit Accounts from among the optional times and forms of distribution set forth in Section 5.5(a) by filing a new election with the Committee on or after January 1, 2008 and on or before December 31, 2008. Any such election change shall apply only to amounts that would not otherwise be payable in 2008 and shall not cause any amount to be paid in 2008 that would not otherwise be payable in 2008.

ARTICLE V
DEFERRAL ACCOUNTS

5.1 Cash Account.

(a) Current Cash Account. Effective January 1, 2005, if an Eligible Director has elected or elects in accordance with Article IV to defer Compensation and/or Special Meeting Fees earned after December 31, 2004 in cash, the Committee shall establish and maintain a Cash Account for the Eligible Director under the Plan, which Account shall be a memorandum account on the books of the Company and shall be such Eligible Director's "Current Cash Account." An Eligible Director's Current Cash Account shall be credited as follows:

(1) As of the last day of each calendar quarter, the Committee shall credit the Eligible Director's Current Cash Account with an amount equal to the elected percentage of the Compensation deferred by the Eligible Director during such quarter;

(2) As of the date payment of any Special Meeting Fees would otherwise be made, the Eligible Director's Current Cash Account shall be credited with an amount equal to the elected percentage of the Eligible Director's Special Meeting Fees; and

(3) As of the last day of each calendar quarter, the Eligible Director's Current Cash Account shall be credited with earnings equal to an amount determined by multiplying the balance credited to such Account as of the last day of the preceding quarter by one-fourth of the Interest Rate.

(b) Prior Cash Account. Effective January 1, 2005, the Cash Account (if any) established for an Eligible Director prior to January 1, 2005 shall be that Eligible Director's "Prior Cash Account," and no amount of Compensation or Special Meeting Fees earned after December 31, 2004 that such Eligible Director elects to defer under this Plan shall be credited to such Prior Cash Account. As of the last day of each calendar quarter, the Eligible Director's Prior Cash Account shall be credited with earnings equal to an amount determined by multiplying the balance credited to such Account as of the last day of the preceding quarter by one-fourth of the Interest Rate.

5.2 Stock Unit Account.

(a) Current Stock Unit Account. Effective January 1, 2005, if an Eligible Director has elected or elects in accordance with Article IV to defer his or her Compensation and/or Special Meeting Fees earned after December 31, 2004 in Stock Units, the Committee shall establish and maintain a Stock Unit Account for the Eligible Director under the Plan, which Account shall be a memorandum account on the books of the Company and shall be such Eligible Director's "Current Stock Unit Account." An Eligible Director's Current Stock Account shall be credited as follows:

(1) Regular Compensation. If an Eligible Director has elected or elects to defer his or her Compensation earned after December 31, 2004 in Stock Units, the Committee shall credit on the Award Date to the Current Stock Unit Account of the Eligible Director a number of Units determined by dividing the present value of the Compensation deferred by the Eligible Director by the Average Fair Market Value of a share of Common Stock. The present value shall be computed assuming the Compensation deferred would have been paid on the first day of the calendar year to which it relates (or, in the case of Compensation deferred under an election under Section 4.1 for the remainder of the calendar year in which the Eligible Director first becomes an Eligible Director, on the Award Date) at the prevailing rate of Compensation at the time of the election made in accordance with Article IV, discounted to present value using the Discount Rate.

(2) Additional Compensation. If an Eligible Director has elected or elects to defer his or her Compensation and/or Special Meeting Fees earned after December 31, 2004 in Stock Units and such Eligible Director has any Additional Compensation for a particular calendar year to which such deferral election applies, the Committee shall, on the first day of the month following the month in which the event giving rise to the related Additional Compensation occurs: (i) in the event such Additional Compensation is a positive number, credit the Eligible Director's Current Stock Unit Account with a number of Units determined by dividing the present value of the portion of the Eligible Director's Additional Compensation that is deferred by the Eligible Director under this Plan for that calendar year and any future calendar year subject to such deferral election by the Average Fair Market Value of a share of Common Stock, or (ii) in the event such Additional Compensation is a negative number, debit the Eligible Director's Current Stock Unit Account a number of Units determined by dividing the present value of the portion of the Eligible Director's Additional Compensation for that calendar year and any future calendar year subject to such deferral election by the Average Fair Market Value of a share of Common Stock. In no event, however, shall the Company make any reduction, during or after a particular year, in the level of Compensation and/or Special Meeting Fees for any Eligible Director for that particular year to the extent such reduction would result in the Eligible Director receiving any amount that would be treated as a "substitute for a payment of deferred compensation" within the meaning of Treas. Reg. Section 1.409A-3(f), or that would otherwise violate Section 409A of the Code, and would result in any tax, penalty or interest under Section 409A of the Code. The present value for purposes of this Section 5.2(a)(2) shall be computed assuming the Additional Compensation subject to the Eligible Director's deferral election would have been paid on the first day of the calendar year to which it relates (or, in the case of Additional Compensation subject to such deferral election that relates to the remainder of the calendar year in which the Additional Compensation Approval Date occurs, on the Additional Compensation Approval Date), discounted to present value using the Discount Rate.

(3) Special Compensation. If an Eligible Director has elected or elects to defer his or her Compensation and/or Special Meeting Fees earned after December 31, 2004 in Stock Units, the Committee shall, on the March 31st following the year in which there is any Special Compensation with respect to such Eligible Director: (i) in the event such Special Compensation is a positive number, credit the Eligible Director's Current Stock Unit Account with a number of Units determined by dividing the portion of the Eligible Director's Special Compensation that is deferred by the Eligible Director under this Plan for that year by the Average Fair Market Value of a share of Common Stock, or (ii) in the event such Special Compensation is a negative number, debit the Eligible Director's Current Stock Unit Account a number of Units determined by dividing the portion of the Eligible Director's Special Compensation subject to such deferral election by the Average Fair Market Value of a share of Common Stock. In no event, however, shall the Company make any reduction, during or after a particular year, in the level of Compensation and/or Special Meeting Fees for any Eligible Director for that particular year to the extent such reduction would result in the Eligible Director receiving any amount that would be treated as a "substitute for a payment of deferred compensation" within the meaning of Treas. Reg. Section 1.409A-3(f), or that would otherwise violate Section 409A of the Code, and would result in any tax, penalty or interest under Section 409A of the Code.

(4) **Payment of Additional and Special Compensation**. Notwithstanding any other provision herein, any Stock Units credited to an Eligible Director's Current Stock Unit Account pursuant to Section 5.2(a)(2) or Section 5.2(a)(3) shall be subject to the same payment rules as apply to the Eligible Director's existing deferral elections of Compensation and/or Special Meeting Fees for the applicable calendar year.

(b) **Prior Stock Unit Account**. Effective January 1, 2005, the Stock Units Account (if any) established for an Eligible Director prior to January 1, 2005 shall be that Eligible Director's "Prior Stock Unit Account," and no amount of Compensation or Special Meeting Fees earned after December 31, 2004 that such Eligible Director elects to defer under this Plan shall be credited to such Prior Stock Unit Account.

(c) **Transfers of Stock Units Attributable to 2005 and 2006 Deferrals**. Effective January 1, 2005, any Units credited to an Eligible Director's Prior Stock Unit Account prior to January 1, 2005 that are attributable to Compensation to be earned after December 31, 2004 shall be transferred to such Eligible Director's Current Stock Unit Account established pursuant to Section 5.2(a).

(d) **Limitations on Rights Associated with Units**. An Eligible Director's Current Stock Unit Account and/or Prior Stock Unit Account shall each be a memorandum account on the books of the Company. The Units credited to an Eligible Director's Stock Unit Account(s) shall be used solely as a device for the determination of the number of shares of Common Stock to be eventually distributed to such Eligible Director in accordance with this Plan. The Units shall not be treated as property or as a

trust fund of any kind. All shares of Common Stock or other amounts attributed to the Units shall be and remain the sole property of the Company, and each Eligible Director's right in the Units is limited to the right to receive shares of Common Stock in the future as herein provided. No Eligible Director shall be entitled to any voting or other shareholder rights with respect to Units granted under this Plan. The number of Units credited under this Section shall be subject to adjustment in accordance with Section 5.6.

(e) **Credited Units Not Vested**. The Units credited to an Eligible Director's Stock Unit Account(s) shall only become vested in accordance with Section 5.4(a).

5.3 **Dividend Equivalents; Dividend Equivalent Cash Account; Dividend Equivalent Stock Account**.

(a) **Allocation of Dividend Equivalents**. Each Eligible Director shall, at the time of making an election in accordance with Article IV, elect to have all Dividend Equivalents attributable to Units credited to his or her Stock Unit Account pursuant to such election credited to either (1) a Dividend Equivalent Cash Account for such Eligible Director in accordance with subsection (b) below or (2) a Dividend Equivalent Stock Account for such Eligible Director in accordance with subsection (c) below. Such election shall be irrevocable and shall remain in effect with respect to all Stock Units credited to the Eligible Director's Stock Unit Account and Dividend Equivalent Stock Account in accordance with the Eligible Director's election made pursuant to Article IV.

(b) **Dividend Equivalent Cash Account**.

(1) **Current Dividend Equivalent Cash Account.** Effective January 1, 2005, if an Eligible Director has elected or elects to have Dividend Equivalents with respect to Compensation and/or Special Meeting Fees deferred in Stock Units after December 31, 2004 credited to his or her Dividend Equivalent Cash Account, the Committee shall establish and maintain a Dividend Equivalent Cash Account for the Eligible Director under the Plan, which Account shall be a memorandum account on the books of the Company and shall be such Eligible Director's "Current Dividend Equivalent Cash Account." In such case, the Committee shall, as of each dividend payment date, credit the Eligible Director's Current Dividend Equivalent Cash Account with an amount equal to the amount of Dividend Equivalents attributable to Stock Units then credited to the Eligible Director's Current Stock Unit Account. In addition, as of the last day of each calendar quarter, the Eligible Director's Current Dividend Equivalent Cash Account shall be credited with earnings in an amount equal to that determined by multiplying the balance credited to such account as of the last day of the preceding quarter by an amount equal to one-fourth of the Interest Rate.

(2) **Prior Dividend Equivalent Cash Account**. Effective January 1, 2005, the Dividend Equivalent Cash Account (if any) established for an Eligible Director prior to January 1, 2005 shall be that Eligible Director's

"Prior Dividend Equivalent Cash Account." The Committee shall, as of each dividend payment date, credit the Eligible Director's Prior Dividend Equivalent Cash Account with an amount equal to the amount of Dividend Equivalents attributable to Stock Units then credited to the Eligible Director's Prior Stock Unit Account. In addition, as of the last day of each calendar quarter, the Eligible Director's Prior Dividend Equivalent Cash Account shall be credited with earnings in an amount equal to that determined by multiplying the balance credited to such account as of the last day of the preceding quarter by an amount equal to one-fourth of the Interest Rate.

(3) **Transfer of Dividend Equivalents Attributable to 2005 and 2006 Deferrals.** Effective January 1, 2005, any Dividend Equivalents that were credited to an Eligible Director's Prior Dividend Equivalent Cash Account prior to January 1, 2005 that were attributable to Stock Units credited to his or her Stock Unit Account with respect to Compensation to be earned after December 31, 2004 shall be transferred to such Eligible Director's Current Dividend Equivalent Cash Account established pursuant to Section 5.3(b)(1).

(c) **Dividend Equivalent Stock Account**.

(1) **Current Dividend Equivalent Stock Account.** Effective January 1, 2005, if an Eligible Director has elected or elects to have Dividend Equivalents credited to his or her Dividend Equivalent Stock Account, the Committee shall establish and maintain a Dividend Equivalent Stock Account for the Eligible Director under the Plan, which Account shall be a memorandum account on the books of the Company and shall be such Eligible Director's "Current Dividend Equivalent Stock Account." In such case, the Committee shall, as of each dividend payment date, credit the Eligible Director's Current Dividend Equivalent Stock Account with an amount of Units determined by dividing the amount of Dividend Equivalents attributable to Stock Units then credited to the Eligible Director's Current Stock Unit Account by the Fair Market Value of a share of Common Stock as of such date. The Units credited to an Eligible Director's Current Dividend Equivalent Stock Account shall be subject to adjustment under Section 5.6.

(2) **Prior Dividend Equivalent Stock Account**. Effective January 1, 2005, the Dividend Equivalent Stock Account (if any) established for an Eligible Director prior to January 1, 2005 shall be that Eligible Director's "Prior Dividend Equivalent Stock Account." The Committee shall, as of each dividend payment date, credit the Eligible Director's Prior Dividend Equivalent Stock Account with an amount of Units determined by dividing the amount of Dividend Equivalents attributable to Stock Units then credited to the Eligible Director's Prior Stock Unit Account by the Fair Market Value of a share of Common Stock on such date. The Units credited to an Eligible Director's Prior Dividend Equivalent Stock Account shall be subject to adjustment under Section 5.6.

(3) **Transfer of Dividend Equivalents Attributable to 2005 and 2006 Deferrals.** Effective January 1, 2005, any Dividend Equivalents that were credited to an Eligible Director's Prior Dividend Equivalent Stock Account prior to January 1, 2005 that were attributable to Stock Units credited to his or her Stock Unit Account with respect to Compensation to be earned after December 31, 2004 shall be transferred to such Eligible Director's Current Dividend Equivalent Stock Account established pursuant to Section 5.3(c)(1).

(d) Credited Dividends Account Not Vested. Amounts credited to the Dividend Equivalent Cash Account or the Dividend Equivalent Stock Account shall only become vested in accordance with Sections 5.4(a) or (c), as the case may be.

5.4 Vesting.

(a) Stock Unit Account; Dividend Equivalent Stock Account. The rights of each Eligible Director in respect of his or her Stock Unit Account and Dividend Equivalent Stock Account shall vest as the Eligible Director's services (to which the deferred Compensation and deferred Special Meeting Fees relate) are rendered. Accordingly, effective as of the date the Eligible Director ceases to be a member of the Board of Directors, the number of Units credited to the Eligible Director's Stock Unit Account and Dividend Equivalent Stock Account shall be reduced to the number of Units that would have been in such accounts on the date the Eligible Director ceased to serve on the Board of Directors had the Compensation and Special Meeting Fees the Eligible Director elected to defer included only Compensation and Special Meeting Fees payable for the period of actual service as a director, less any vested Units previously distributed as shares of Common Stock pursuant to the Eligible Director's election to receive installment payments and/or a distribution under Section 5.5(d) or 5.5A(d) or (e). For purposes of calculating the number of Units that would have been credited to the Eligible Director's Stock Unit Account and Dividend Equivalent Stock Account, the Eligible Director's annual retainer shall be prorated for the year of cessation on a monthly basis. Notwithstanding the preceding sentence, if an Eligible Director ceases to be a member of the Board of Directors by reason of death or Disability, or upon or following a Change in Control Event, the Eligible Director's Stock Unit Account and Dividend Equivalent Stock Account shall immediately become fully vested.

(b) Cash Account. The rights of each Eligible Director in respect of his or her Cash Account shall at all times be fully vested.

(c) Dividend Equivalent Cash Account. The rights of each Eligible Director in respect of his or her Dividend Equivalent Cash Account shall vest as the Eligible Director's services (to which the deferred Compensation and deferred Special Meeting Fees relate) are rendered. Accordingly, effective as of the date the Eligible Director ceases to be a member of the Board of Directors, the Company shall reduce any amount credited to the Eligible Director's Dividend Equivalent Cash Account by an amount equal to any Dividend Equivalents (together with any related earnings) attributable to any Units which are forfeited in accordance with Section 5.4(a) and/or previously distributed as shares of Common Stock in accordance with the Eligible

Director's election to receive installment payments and/or a distribution under Section 5.5(d) or 5.5A(d) or (e). Notwithstanding the preceding, if an Eligible Director ceases to be a member of the Board of Directors by reason of death or Disability, or upon or following a Change in Control Event, the Eligible Director's Dividend Equivalent Cash Account shall immediately become fully vested.

5.5 Distribution of Benefits. The provisions of this Section 5.5 shall apply only with respect to distributions from Current Cash Accounts, Current Dividend Equivalent Cash Accounts, Current Dividend Equivalent Stock Accounts and Current Stock Unit Accounts. The provisions of Section 5.5A as set forth in Appendix A to this Plan document govern the distribution from Prior Cash Accounts, Prior Dividend Equivalent Cash Accounts, Prior Dividend Equivalent Stock Accounts and Prior Stock Unit Accounts.

(a) Time and Manner of Distribution.

(i) The vested amounts credited an Eligible Director's Accounts shall be distributed to the Eligible Director (or, in the event of his or her death, the Eligible Director's Beneficiary) upon his or her termination from service on the Board of Directors; provided, however, that a termination of service shall not be deemed to have occurred for any purpose under the Plan unless such termination from service constitutes a "separation from service" as defined under Section 409A of the Code and any regulations promulgated thereunder. Notwithstanding the foregoing, on the annual or multiple-year deferral election form that a Participant files in accordance with the provisions of Article IV of the Plan for any Plan Year or series of two or three Plan Years beginning on or after January 1, 2005, an Eligible Director may elect to have the amounts credited to his or her Accounts with respect to such annual or multiple-year deferral period distributed to him or her on any one of the following optional distribution dates: (A) January 1 following the Eligible Director's termination of service, (B) January 1 of a specified year designated by the Eligible Director, which shall be no earlier than 3 years after the Plan Year to which the deferral relates, or (C) the earlier to occur of (A) or (B).

(ii) The benefits payable under this Plan shall be distributed to the Eligible Director (or, in the event of his or her death, the Eligible Director's Beneficiary) in a lump sum or, if elected by the Eligible Director in writing on the annual or multiple-year deferral election form that a Participant files in accordance with the provisions of Article IV of the Plan for a Plan Year beginning on or after January 1, 2005, in annual installments for up to 10 years.

(iii) An Eligible Director shall be permitted to make a different election with respect to each annual or multiple-year deferral period as to the time and manner in which his or her benefits shall be distributed. For each Eligible Director who makes one or more distribution elections pursuant to this Section 5.5(a), each of his or her Accounts shall be divided into two or more Distribution Subaccounts as necessary to separately account for deferrals that are payable at

different times and/or in different manners. For purposes of calculating installments, the Eligible Director's vested Accounts (and Distribution Subaccounts if applicable) will be valued as of December 31 of each year, and divided by the number of remaining installments to determine the amount of the installment to be paid in the following year. Subsequent installments will be adjusted accordingly for the next calendar year, according to procedures established by the Committee. Such installment payments shall commence as of the date benefits become distributable under this Section 5.5(a).

(iv) Notwithstanding any other provision of this Section 5.5, in the event that an Eligible Director becomes entitled to a credit of Stock Units pursuant to Section 5.2(a)(2) and such Stock Units would otherwise have been payable pursuant to this Section 5.5 prior to the date such Units are credited to the Eligible Director's Current Stock Unit Account, such Units shall be paid not later than thirty (30) days following the date such Units are credited pursuant to Section 5.2(a)(2).

(b) **Change in Time or Manner of Distribution**. Notwithstanding subsection (a), an Eligible Director may elect to further defer the commencement of any distribution to be made, or change the manner of any distribution election from a lump sum to annual installments made, with respect to benefits payable under this Plan by filing a new written election with the Committee on a form approved by the Committee; provided, however, that (A) no such election shall be effective until one year after the date on which the election is made, (B) the first payment with respect to which such election is made must be deferred for a period of not less than five years from the date such payment would otherwise have been made or payments would have commenced, and (C) any election related to a payment that commences on any date other than the date of the Eligible Director's termination of service shall only be effective if it is made at least twelve months prior to the date of the first scheduled payment under such election.

(c) **Effect of Change in Control Event**. Notwithstanding subsections (a) and (b), if a Change in Control Event and a termination of service occurs, the vested portions of an Eligible Director's Accounts shall be distributed immediately in a lump sum.

(d) **Distribution for Unforeseeable Emergencies**. An Eligible Director (which for purposes of this Section 5.5(d) includes former Eligible Directors) may request a distribution for an Unforeseeable Emergency without penalty of an amount not greater than the value of the Eligible Director's vested benefit under this Plan. Such distribution for an Unforeseeable Emergency shall be subject to approval by the Committee in its sole discretion and may be made only to the extent necessary to satisfy such Unforeseeable Emergency plus amounts necessary to pay taxes reasonably anticipated as a result of the distribution, after taking into account the extent to which such hardship is or may be relieved (1) through reimbursement or compensation by insurance or otherwise or (2) by liquidation of the Eligible Director's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship. Amounts distributed pursuant to this Section 5.5(d) shall be distributed only from vested amounts

credited to his or her Accounts and shall be distributed first from an Eligible Director's Cash and Dividend Equivalent Cash Accounts, and, to the extent the balance of the Participant's Cash and Dividend Equivalent Cash Accounts is not sufficient to satisfy the severe financial hardship, next as a distribution of shares of the Company's Common Stock with a Fair Market Value equal to such deficiency from the vested portion of such Eligible Director's Stock Unit and Dividend Equivalent Stock Accounts.

(e) **Form of Distribution**. Stock Units credited to an Eligible Director's Stock Unit Account and Dividend Equivalent Stock Account shall be distributed in an equivalent whole number of shares of the Company's Common Stock. Fractions shall be disregarded. Amounts credited to an Eligible Director's Cash Account and vested in the Eligible Director's Dividend Equivalent Cash Account shall be distributed in cash.

(f) **Small Benefit Exception**. Notwithstanding any other provision of this Plan to the contrary, if at the time any partial or installment distribution is to be made to an Eligible Director hereunder the total vested balance remaining in the Eligible Director's Current Cash Account and Current Dividend Equivalent Cash Account is less than $2,000 and the number of vested Units credited to the Eligible Director's Current Stock Unit Account of Current Dividend Equivalent Stock Account is less than 100, then all such remaining vested balances and vested Units shall be distributed in a lump sum on the date scheduled for such partial or installment distribution. This provision is intended to comply with Treasury Regulations Section 1.409A-2(b)(2)(iii) and shall be interpreted accordingly.

(g) **Distributions to Specified Employees.** Notwithstanding any other provision of this Plan to the contrary, and solely to the extent that a delay in payment is required in order to avoid the imposition of any tax under Section 409A of the Code, if an Eligible Director is a "specified employee" for purposes of Section 409A(a)(2)(B) of the Code, and any amounts to be distributed under this Agreement are considered to be non-qualified deferred compensation payable in connection with the Eligible Director's separation from service with the Company for purposes of Section 409A of the Code, which otherwise would be payable at any time during the six-month period immediately following such separation from service, then such amounts shall not be paid prior to, and shall instead be payable in a lump sum within ten (10) business days following, the expiration of such six-month period.

5.6 **Adjustments in Case of Changes in Common Stock**. If any stock dividend, stock split, recapitalization, merger, consolidation, combination or exchange of shares, sale of all or substantially all of the assets of the Company, split-up, split-off, spin-off, liquidation or similar change in capitalization or any similar extraordinary dividend distribution to holders of the Company's Common Stock (other than Cash or Combination Dividends) shall occur, proportionate and equitable adjustments shall be made in the number and type of shares of Common Stock or other property reserved and of Units (both credited and vested) under this Plan.

5.7 **Company's Right to Withhold**. The Company shall satisfy any state or federal income tax withholding obligation arising upon distribution of an Eligible Director's accounts by reducing the number of shares of Common Stock otherwise deliverable to the Eligible Director by the appropriate number of shares, valued at the average of the Fair Market Values of a share of Common Stock during the last 10 trading days preceding the date of distribution, required to satisfy such tax withholding obligation. If the Company, for any reason, cannot satisfy the withholding obligation in accordance with the preceding sentence, the Eligible Director shall pay or provide for payment in cash of the amount of any taxes which the Company may be required to withhold with respect to the benefits hereunder.

5.8 **Stockholder Approval**. This Plan, and all the elections, actions and accruals with respect to Stock Units and Dividend Equivalents made prior to stockholder approval, was originally approved by the stockholders of the Company at their 1995 annual meeting. Amendments to the Plan have been approved by the Board of Directors pursuant to Article VII.

ARTICLE VI
ADMINISTRATION

6.1 **The Administrator**. The Committee hereunder shall consist of two (2) or more Disinterested Directors appointed from time to time by the Board of Directors to serve as the administrator of this Plan at its pleasure. Any member of the Committee may resign by delivering a written resignation to the Board of Directors. Members of the Committee shall not receive any additional compensation for administration of this Plan.

6.2 **Committee Action**. The Committee may, for the purpose of administering this Plan, choose a Secretary who may be, but is not required to be, a member of the Committee, who shall keep minutes of the Committee's proceedings and all records and documents pertaining to the Committee's administration of this Plan. A member of the Committee shall not vote or act upon any matter which relates solely to himself or herself as a Participant in this Plan. The Secretary may execute any certificate or other written direction on behalf of the Committee. Action of the Committee with respect to the administration of this Plan shall be taken pursuant to a majority vote or by unanimous written consent of its members.

6.3 **Rights and Duties**. Subject to the limitations of this Plan, the Committee shall be charged with the general administration of this Plan and the responsibility for carrying out its provisions, and shall have powers necessary to accomplish those purposes, including, but not by way of limitation, the following:

(a) To construe, interpret and administer this Plan;

(b) To resolve any questions concerning the amount of benefits payable to an Eligible Director (except that no member of the Committee shall participate in a decision relating solely to his or her own benefits);

(c) To make all other determinations required by this Plan;

(d) To maintain all the necessary records for the administration of this Plan; and

(e) To make and publish forms, rules and procedures for elections under and for the administration of this Plan.

The determination of the Committee made in good faith as to any disputed question or controversy and the Committee's determination of benefits payable to Eligible Directors shall be conclusive. In performing its duties, the Committee shall be entitled to rely on information, opinions, reports or statements prepared or presented by: (1) officers or employees of the Company whom the Committee believes to be reliable and competent as to such matters; and (2) counsel (who may be employees of the Company), independent accountants and other persons as to matters which the Committee believes to be within such persons' professional or expert competence. The Committee shall be fully protected with respect to any action taken or omitted by it in good faith pursuant to the advice of such persons. The Committee may delegate ministerial, bookkeeping and other non-discretionary functions to individuals who are officers or employees of the Company.

6.4 **Indemnity and Liability**. All expenses of the Committee shall be paid by the Company and the Company shall furnish the Committee with such clerical and other assistance as is necessary in the performance of its duties. No member of the Committee shall be liable for any act or omission of any other member of the Committee nor for any act or omission on his or her own part, excepting only his or her own willful misconduct or gross negligence. To the extent permitted by law, the Company shall indemnify and save harmless each member of the Committee against any and all expenses and liabilities arising out of his or her membership on the Committee, excepting only expenses and liabilities arising out of his or her own willful misconduct or gross negligence, as determined by the Board of Directors.

ARTICLE VII
PLAN CHANGES AND TERMINATION

The Board of Directors shall have the right to amend this Plan in whole or in part from time to time or may at any time suspend or terminate this Plan. In addition, The Committee may amend the Plan to (a) ensure that this Plan complies with the requirements of Section 409A of the Code for deferral of taxation on compensation deferred hereunder after December 31, 2004 until the time of distribution and (b) to make other changes to the provisions regarding elections as to the time and manner of distributions that comply with such requirements of Section 409A. Notwithstanding the foregoing, no amendment or termination shall cancel or otherwise adversely affect in any way, without his or her written consent, any Eligible Director's rights with respect to Stock Units and Dividend Equivalents credited to his or her Stock Unit Account, Dividend Equivalent Cash Account or Dividend Equivalent Stock Account which are then vested (assuming solely for such purposes a voluntary termination of services as of the date of such amendment or termination) or to any amounts previously credited to his or her Cash Account; provided, however, that in no event shall such consent be required for an amendment that is necessary to comply with applicable law, including without limitation, an amendment required under Section 409A of the Code or the regulations thereunder to preserve the deferral of taxation on compensation deferred hereunder until the time of distribution. Any amendments authorized hereby shall be stated in an instrument in writing, and all Eligible Directors shall be bound thereby upon receipt of notice thereof.

It is the current expectation of the Company that this Plan shall be continued until August 1, 2029, but continuance of this Plan is not assumed as a contractual obligation of the Company. In the event that the Board of Directors decides to discontinue or terminate this Plan, it shall notify the Committee and participants in this Plan of its action in an instrument in writing, and this Plan shall be terminated at the time therein set forth, and all participants shall be bound thereby. In such event, the then vested benefits of an Eligible Director shall be distributed in accordance with the time and manner of distribution elected by him or her under Section 5.5 and/or 5.5A.

ARTICLE VIII
MISCELLANEOUS

8.1 **Limitation on Eligible Directors' Rights**. Participation in this Plan shall not give any Eligible Director the right to continue to serve as a member of the Board of Directors or any rights or interests other than as herein provided. No Eligible Director shall have any right to any payment or benefit hereunder except to the extent provided in this Plan. This Plan shall create only a contractual obligation on the part of the Company as to such amounts and shall not be construed as creating a trust. This Plan, in and of itself, has no assets. Eligible Directors shall have only the rights of general unsecured creditors of the Company with respect to amounts credited or vested and benefits payable, if any, on their Accounts.

8.2 **Beneficiaries**.

(a) **Beneficiary Designation**. Upon forms provided by the Company each Eligible Director may designate in writing the Beneficiary or Beneficiaries (as defined in Section 8.2(b)) whom such Eligible Director desires to receive any amounts payable under this Plan after his or her death. An Eligible Director from may from time to time change his or her designated Beneficiary or Beneficiaries without the consent of such Beneficiary or Beneficiaries by filing a new designation in writing with the Committee. However, if a married Eligible Director wishes to designate a person other than his or her spouse as Beneficiary, such designation shall be consented to in writing by the spouse. The Eligible Director may change any election designating a Beneficiary or Beneficiaries without any requirement of further spousal consent if the spouse's consent so provides. Notwithstanding the foregoing, spousal consent shall not be necessary if it is established that the required consent cannot be obtained because the spouse cannot be located or because of other circumstances prescribed by the Committee. The Company

and the Committee may rely on the Eligible Director's designation of a Beneficiary or Beneficiaries last filed in accordance with the terms of this Plan.

(b) **Definition of Beneficiary**. An Eligible Director's "Beneficiary" or "Beneficiaries" shall be the person, persons, trust or trusts so designated by the Eligible Director or, in the absence of such designation, entitled by will or the laws of descent and distribution to receive the Eligible Director's benefits under this Plan in the event of the Eligible Director's death, and shall mean the Eligible Director's executor or administrator if no other Beneficiary is identified and able to act under the circumstances.

8.3 **Benefits Not Assignable; Obligations Binding Upon Successors**. Benefits of an Eligible Director under this Plan shall not be assignable or transferable and any purported transfer, assignment, pledge or other encumbrance or attachment of any payments or benefits under this Plan, or any interest therein, other than by operation of law or pursuant to Section 8.2, shall not be permitted or recognized. Obligations of the Company under this Plan shall be binding upon successors of the Company.

8.4 **Governing Law; Severability.** The validity of this Plan or any of its provisions shall be construed, administered and governed in all respects under and by the laws of the state of incorporation of the Company. If any provisions of this instrument shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective.

8.5 **Compliance With Laws**. This Plan and the offer, issuance and delivery of shares of Common Stock and/or the payment of money through the deferral of compensation under this Plan are subject to compliance with all applicable federal and state laws, rules and regulations (including but not limited to state and federal securities law) and to such approvals by any listing, agency or any regulatory or governmental authority as may, in the opinion of counsel for the Company, be necessary or advisable in connection therewith. Any securities delivered under this Plan shall be subject to such restrictions, and the person acquiring such securities shall, if requested by the Company, provide such assurances and representations to the Company as the Company may deem necessary or desirable to assure compliance with all applicable legal requirements.

8.6 **Headings Not Part of Plan**. Headings and subheadings in this Plan are inserted for reference only and are not to be considered in the construction of the provisions hereof.

APPENDIX A

The provisions set forth in this Appendix A set forth the provisions of Section 5.5A of the Plan which apply to the distribution of amounts deferred prior to January 1, 2005 and credited to Prior Cash Accounts, Prior Dividend Equivalent Cash Accounts, Prior Dividend Equivalent Stock Accounts and Prior Stock Unit Accounts.

5.5A **Distribution of Benefits**.

(a) **Time and Manner of Distribution**. Each Eligible Director shall be entitled to receive a distribution of the vested portion of his or her Accounts upon his or her termination from service on the Board of Directors or at such time as may be elected by the Eligible Director at the time of an election under Article IV and set forth in writing on forms provided by the Company. The benefits payable under this Plan shall be distributed to the Eligible Director (or, in the event of his or her death, the Eligible Director's Beneficiary) in a lump sum or, if elected by the Eligible Director in writing on forms provided by the Company at least 12 months in advance of the date benefits become distributable under subsection (a), in annual installments for up to 10 years. An Eligible Director shall be permitted to make a different election with respect to each annual deferral period as to the time and manner in which his or her benefits shall be distributed. For each Eligible Director who makes one or more distribution elections pursuant to this Section 5.5A(a), each of his or her Accounts shall be divided into two or more Distribution Subaccounts as necessary to separately account for deferrals which are payable at different times and/or in different manners. For purposes of calculating installments, the Eligible Director's vested Accounts (and Distribution Subaccounts if applicable) will be valued as of December 31 of each year, and divided by the number of remaining installments to determine the amount of the installment to be paid in the following year. Subsequent installments will be adjusted accordingly for the next calendar year, according to procedures established by the Committee. Such installment payments shall commence as of the date benefits become distributable under this Section 5.5A(a).

(b) **Change in Time or Manner of Distribution**. Notwithstanding subsection (a):

(1) An Eligible Director may elect to further defer the commencement of any distribution to be made with respect to benefits payable under this Plan by filing a new written election with the Committee on a form approved by the Committee; provided, however, that (A) no such new election shall be effective until 12 months after such election is filed with the Committee, (B) no such new election shall be effective with respect to any Account(s) after the distribution of benefits with respect to such Account(s) shall have commenced, and (C) no more than three new elections with respect to each annual deferral period shall be valid as to any Eligible Director. An election made pursuant to this Section 5.5A(b)(1) shall not affect the manner of distribution (i.e., lump

sum versus installments), the terms of which shall be subject to Section 5.5A(a) above or Section 5.5A(b)(2) below.

(2) An Eligible Director may change the manner of any distribution election from a lump sum to annual installments (or vice versa) made with respect to amounts credited under his or her Accounts by filing a written election with the Committee on a form provided by the Committee; provided, however, that no such election shall be effective until 12 months after such election is filed with the Committee, and no such election shall be effective if it is made with respect to any Account(s) after the distribution of benefits with respect to such Account(s) have commenced. An election made pursuant to this Section 5.5A(b)(2) shall not affect the date of the commencement of benefits.

(3) On or before September 30, 2000, an Eligible Director may make a one-time, irrevocable election (subject to other express provisions of this Plan), on forms provided for this purpose, to receive a distribution of his or her accumulated balances under this Plan as of September 30, 2000 on: (A) a date elected by the Eligible Director, but in no event before 2003, or (B) the earlier of a date elected by the Eligible Director, but in no event before 2003, or the date of his or her termination of service from the Board of Directors. The benefits payable under such an election shall be distributed to the Eligible Director (or in the event of his or her death, the Eligible Director's Beneficiary) in a lump sum or, if elected by the Eligible Director in writing on forms provided by the Company at least 12 months in advance of the date benefits become distributable under Section 5.5A(a) above, in annual installments for up to 10 years, as so elected.

(c) **Effect of Change in Control Event**. Notwithstanding subsections (a) and (b), if a Change in Control Event and a termination of service occurs, the vested portions of an Eligible Director's Accounts shall be distributed immediately in a lump sum.

(d) **Early Distributions**. Each Eligible Director (which for purposes of this Section 5.5A(d) includes former Eligible Directors) shall be permitted to elect to withdraw not less than 50% of the vested portion of his or her Accounts, reduced by the withdrawal penalty described below, prior to the applicable payment date(s) or payment commencement date(s) ("Early Distributions"), subject to the following restrictions:

(1) The election to take an Early Distribution shall be made in writing on a form provided by and filed with the Committee;

(2) The amount of the Early Distribution shall equal 90% of the amount the Eligible Director has elected to withdraw; and

(3) The remaining 10% of the amount the Eligible Director has elected to withdraw shall be permanently forfeited, and the Eligible Director or his or her Beneficiary shall have no rights with respect to such forfeited amounts.

Notwithstanding the foregoing, the Eligible Director's Accounts will continue to vest in accordance with Section 5.4 and the Dividend Equivalent Stock Account and/or Dividend Equivalent Cash Account of such Eligible Director shall continue to be credited with Dividend Equivalents in accordance with Section 5.3.

(e) **Distribution for Unforeseeable Emergencies**. An Eligible Director (which for purposes of this Section 5.5A(e) includes former Eligible Directors) may request a distribution for an Unforeseeable Emergency without penalty of an amount not greater than the value of the Eligible Director's vested benefit under this Plan. Such distribution for an Unforeseeable Emergency shall be subject to approval by the Committee in its sole discretion and may be made only to the extent necessary to satisfy the hardship and only from vested amounts credited to his or her Accounts. The Committee may treat a distribution as necessary for an Unforeseeable Emergency if it relies on the Eligible Director's written representation, without actual knowledge to the contrary, that the hardship cannot reasonably be relieved (1) through timely reimbursement or compensation by insurance or otherwise or (2) by liquidation of the Eligible Director's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship. Amounts distributed pursuant to this Section 5.5A(e) shall be distributed first from an Eligible Director's Cash and Dividend Equivalent Cash Accounts, and, to the extent the balance of the Participant's Cash and Dividend Equivalent Cash Accounts is not sufficient to satisfy the severe financial hardship, next as a distribution of shares of the Company’s Common Stock with a Fair Market Value equal to such deficiency from the vested portion of such Eligible Director’s Stock Unit and Dividend Equivalent Stock Accounts.

(f) **Form of Distribution**. Stock Units credited to an Eligible Director’s Stock Unit Account and Dividend Equivalent Stock Account shall be distributed in an equivalent whole number of shares of the Company’s Common Stock. Fractions shall be disregarded. Amounts credited to an Eligible Director’s Cash Account and vested in the Eligible Director’s Dividend Equivalent Cash Account shall be distributed in cash.

(g) **Small Benefit Exception**. Notwithstanding any other provision of this Plan to the contrary, if at the time of any distribution the vested balance remaining in an Eligible Director’s Prior Cash Account or Prior Dividend Equivalent Cash Account is less than $2,000 or, if the number of vested Units credited to the Eligible Director’s Prior Stock Unit Account or Prior Dividend Equivalent Stock Account is less than 100, then such remaining vested balances shall be distributed in a lump sum.

Exhibit 10.2

AMENDMENT AND RESTATEMENT OF
THE MACERICH COMPANY
EMPLOYEE STOCK PURCHASE PLAN

As amended and restated effective June 1, 2013

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AMENDMENT AND RESTATEMENT OF
THE MACERICH COMPANY
EMPLOYEE STOCK PURCHASE PLAN

The following constitute the provisions of The Macerich Company Employee Stock Purchase Plan, as amended and restated effective June 1, 2013. The Plan originally was adopted by the Board on April 1, 2003, and approved by the Corporation’s stockholders on May 28, 2003.

1. PURPOSE

The purpose of this Plan is to assist Eligible Employees in acquiring a stock ownership interest in the Corporation at a favorable price and upon favorable terms. This Plan is also intended to encourage Eligible Employees to remain in the employ of the Corporation or a Participating Subsidiary and to provide them with an additional incentive to advance the best interests of the Corporation. This Plan is not intended to qualify as an "employee stock purchase plan" under Section 423 of the Code because most Eligible Employees are employed by Participating Subsidiaries that are ineligible to provide such a plan to their employees.

2. DEFINITIONS

Capitalized terms used herein which are not otherwise defined shall have the following meanings.

"**Account**" means the bookkeeping account maintained by the Corporation, or by a recordkeeper on behalf of the Corporation, for a Participant pursuant to Section 7(a).

"**Beneficially Own**" means to own Equity Shares, directly or indirectly through the application of Section 544 of the Code, as modified by Section 856(h)(1)(B) of the Code.

"**Board**" means the Board of Directors of the Corporation.

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended from time to time.

"**Committee**" means the committee appointed by the Board to administer this Plan pursuant to Section 12.

"**Commission**" means the U.S. Securities and Exchange Commission.

"**Common Stock**" means the Common Stock of the Corporation and such other securities or property as may become the subject of Options pursuant to an adjustment made under Section 17.

"**Compensation**" means (1) if the Eligible Employee is a salaried employee, the Eligible Employee's regular salary from the Corporation (or the Participating Subsidiary that employs the Eligible Employee, as applicable) for the relevant period of time, or (2) if the Eligible Employee is not a salaried employee, the Eligible Employee's regular gross pay from the Corporation (or the Participating Subsidiary that employs the Eligible Employee, as applicable) for his or her regularly-scheduled work week(s) during the relevant period of time. Compensation includes any amounts contributed as salary reduction contributions to a plan qualifying under Section 401(k), 125 or 129 of the Code and, for purposes of the 15% limit in Section 6(b), amounts deferred under nonqualified deferred compensation plans. Any other form of remuneration is excluded from Compensation, including (but not limited to) the following: overtime payments, commissions, prizes, awards, relocation or housing allowances, stock option exercises, stock appreciation right payments, the vesting or grant of restricted stock, performance awards, auto allowances, tuition reimbursement and other forms of imputed income, bonuses, incentive compensation, special payments, fees, and allowances.

"**Constructively Own**" means to own Equity Shares, directly or indirectly through the application of Section 318 of the Code, as modified by Section 856(d)(5) of the Code.

"**Contributions**" means the bookkeeping amounts credited to the Account of a Participant pursuant to this Plan, equal in amount to the amount of Compensation that the Participant elected to contribute for the purchase of Common Stock under and in accordance with this Plan.

"**Corporation**" means The Macerich Company, a Maryland corporation, and its successors.

"**Eligible Employee**" means any employee of the Corporation or of any Participating Subsidiary. Notwithstanding the foregoing, "Eligible Employee" shall not include any employee:

(a) who has been employed by the Corporation or a Subsidiary for less than one year; or

(b) whose customary employment is for 19.23 hours or less per week (which is the equivalent of 1,000 hours or less on an annualized basis).

For purposes of the one year of employment requirement in (a), employment by a corporation, partnership, limited liability company or other entity prior to the acquisition of such entity by the Corporation or a Subsidiary shall be considered as employment with the Corporation or Subsidiary, as the case may be, and employment in the management of any shopping mall or other property immediately prior to the Corporation's or a Subsidiary's acquisition of a direct or indirect interest in, or becoming the manager of, such property of any individual

who becomes an employee of the Corporation or Subsidiary in connection with such event shall be counted as employment with the Corporation or Subsidiary, as the case may be.

"**Equity Shares**" means shares that are either Common Stock or Preferred Stock.

"**Exchange Act**" means the U.S. Securities Exchange Act of 1934, as amended from time to time.

"**Exercise Date**" means, with respect to an Offering Period, the last day of that Offering Period.

"**Exercise Price**" means the per share exercise price of an Option as determined in accordance with Section 8(b).

"**Fair Market Value**" on any date means:

(a) if the Common Stock is listed or admitted to trade on a national securities exchange, the closing price of a share of Common Stock on the Composite Tape, as published in The Wall Street Journal or reported by such other source as the Committee deems reliable, of the principal national securities exchange on which such stock is so listed or admitted to trade, on such date, or, if there is no trading of the Common Stock on such date, then the closing price of a share of Common Stock as quoted on such Composite Tape and as published in the Wall Street Journal or reported by such other source as the Committee deems reliable on the next preceding date on which there was trading in the shares of Common Stock;

(b) if the Common Stock is not listed or admitted to trade on a national securities exchange but is traded on the Nasdaq Stock Market or the Nasdaq Capital Market or through a similar market, the closing sales price for a share of Common Stock (or the closing bid for a share of Common Stock if no sales of Common Stock were reported on the relevant date) as quoted on such exchange or market (or, in the event of more than one such quote, as quoted on the exchange or market with the greatest volume of trading in the Common Stock on the relevant date) on such date or, if such date is not a market trading date, on the last market trading day prior to such date, as reported in The Wall Street Journal or such other source as the Committee deems reliable; or

(c) in the absence of market or exchange data required to determine Fair Market Value pursuant to the foregoing, the value as established by the Committee at such time for purposes of this Plan.

"**Grant Date**" means, with respect to an Offering Period, the first day of that Offering Period.

"**Individual Limit**" has the meaning given to such term in Section 4(b).

"**Offering Period"** means each six-month period commencing June 1 or December 1 and ending the immediately following November 30 or May 31, respectively.

"**Option**" means the stock option to acquire shares of Common Stock granted to a Participant pursuant to Section 8.

"**Participant**" means an Eligible Employee who has elected to participate in this Plan and who has filed a valid and effective Participation Agreement to make Contributions pursuant to Section 6.

"**Participating Subsidiary**" means each of The Macerich Partnership, L.P., Macerich Management Company, Macerich Partners of Colorado LLC, Brooklyn Kings Plaza LLC, Valley Stream Green Acres LLC, Queens Center SPE LLC, WMAP, L.L.C., Great Northern SPE, LLC, Rotterdam Square, LLC, and Wilton Mall, LLC, during such periods of time as such entities are Subsidiaries, and each other Subsidiary designated by the Corporation pursuant to Section 19(e).

"**Participation Agreement**" means the written agreement filed by an Eligible Employee with the Corporation pursuant to Section 6 to participate in this Plan.

"**Plan**" means The Macerich Company Employee Stock Purchase Plan, as set forth in this amendment and restatement and as it may be amended from time to time.

"**Preferred Stock**" means the Preferred Stock of the Corporation.

"**Restatement Date**" means June 1, 2013, the effective date of this amendment and restatement of the Plan.

"**Subsidiary**" means any corporation, partnership, limited liability company or other entity controlled (by stock ownership or otherwise) directly or indirectly by, or under common control with, the Corporation.

3. ELIGIBILITY

Any person employed as an Eligible Employee as of a Grant Date shall be eligible to participate in this Plan during the Offering Period in which such Grant Date occurs, subject to the Eligible Employee satisfying the requirements of Section 6.

4. STOCK SUBJECT TO THIS PLAN; SHARE LIMITATIONS

(a) *Aggregate Share Limit*. Subject to the provisions of Section 17, the capital stock that may be delivered under this Plan will be shares of the Corporation's authorized but unissued Common Stock, any of its shares of Common Stock held as "phantom" treasury shares, and any of its shares of Common Stock purchased on the open market for re-delivery under this Plan. The maximum number of shares of Common Stock that may be delivered pursuant to Options granted under this Plan from the inception of the Plan is seven hundred fifty thousand (750,000) shares, subject to adjustments pursuant to Section 17.

(b) *Individual Share Limit*. The maximum number of shares of Common Stock that any one individual may acquire upon exercise of his or her Option with respect to any one Offering Period is 1,000, subject to adjustments pursuant to Section 17 (the "**Individual Limit**"). The Committee may amend the Individual Limit, effective no earlier than the first Offering Period commencing after the adoption of such amendment, without stockholder approval, except to the extent required by law or applicable stock exchange rules.

(c) *Shares Not Actually Delivered*. Shares that are subject to or underlie Options which for any reason are cancelled or terminated, are forfeited, fail to vest, or for any other reason are not paid or delivered under this Plan shall again, except to the extent prohibited by law, be available for subsequent Options under the Plan.

5. OFFERING PERIODS

During the term of this Plan, the Corporation will grant Options to purchase shares of Common Stock in each Offering Period to all Participants in that Offering Period. Each Option shall become effective on the Grant Date of the Offering Period with respect to which the Option is granted. The term of each Option shall be the duration of the related Offering Period and shall end on the Exercise Date of that Offering Period. Offering Periods shall continue until this Plan is terminated in accordance with Section 18 or 19.

6. PARTICIPATION

(a) *Enrollment*. An Eligible Employee may become a participant in this Plan by completing a Participation Agreement on a form approved by and in a manner prescribed by the Committee (or its delegate). To become effective, a Participation Agreement must be signed by the Eligible Person and be filed with the Corporation at the time specified by the Committee, but in all cases prior to the start of the Offering Period with respect to which it is to become effective, and must set forth a whole percentage (or, if the Committee so provides, a stated amount) of the Eligible Employee's Compensation to be credited to the Participant's Account as Contributions each pay period.

(b) *Contribution Limits*. Notwithstanding the foregoing, a Participant may not elect to contribute more than fifteen percent (15%) (or such lower limit as the Committee may establish prior to the start of the applicable Offering Period) of his or her Compensation during any one pay period as Plan Contributions. The Committee also may prescribe other limits, rules, or procedures for Contributions.

(c) *Content and Duration of Participation Agreements*. Participation Agreements shall contain the Eligible Employee's authorization and consent to the Corporation's withholding from his or her Compensation the amount of his or

her Contributions. An Eligible Employee's Participation Agreement, and his or her participation election and withholding consent thereon, shall remain valid for all Offering Periods until (1) the Eligible Employee's participation terminates pursuant to the terms hereof, (2) the Eligible Employee files a new Participation Agreement that becomes effective, or (3) the Committee requires that a new Participation Agreement be executed and filed with the Corporation.

7. METHOD OF PAYMENT OF CONTRIBUTIONS

(a) *Participant Accounts*. The Corporation shall maintain on its books, or cause to be maintained by a recordkeeper, an Account in the name of each Participant. The amount of Compensation elected to be applied as Contributions by a Participant shall be deducted from such Participant's Compensation on each payday during the period for payroll deductions set forth below and such payroll deductions shall be credited to that Participant's Account as soon as administratively practicable after such date. A Participant may not make any additional payments to his or her Account. A Participant's Account shall be reduced by any amounts used to pay the Exercise Price of shares acquired, and by any other amounts distributed pursuant to Section 7(e), 9(b), 11, 18 or 19.

(b) *Payroll Deductions*. Subject to such other rules as the Committee may adopt, payroll deductions with respect to an Offering Period shall commence as of the first pay date which coincides with or immediately follows the applicable Grant Date and shall end on the last pay date which coincides with or immediately precedes the applicable Exercise Date, unless sooner terminated by the Participant as provided in Section 7(d) or 7(e) or until his or her participation terminates pursuant to Section 11.

(c) *Changes in Contribution Elections*. A Participant may discontinue, increase, or decrease the level of his or her Contributions (within Plan limits) by completing and filing with the Corporation, on such terms as the Committee (or its delegate) may prescribe, a new Participation Agreement which indicates such election. Subject to any other timing requirements that the Committee may impose, an election pursuant to this Section 7(c) shall be effective with the first Offering Period that commences after the Corporation's receipt of such election. Except as contemplated by Sections 7(d) and 7(e), changes in Contribution levels may not take effect during an Offering Period. Other modifications or suspensions of Participation Agreements are not permitted.

(d) *Discontinuance of Plan Contributions (Other Than a Withdrawal)*. A Participant may discontinue (but not increase or otherwise decrease) the level of his or her Contributions, by filing with the Corporation, on such terms as the Committee (or its delegate) may prescribe, a new Participation Agreement that indicates such election. Unless otherwise provided by the Committee, an election pursuant to this Section 7(d) shall be effective no earlier than the first payroll period that starts after the Corporation's receipt of such election.

(e) *Withdrawal During an Offering Period*. A Participant may terminate his or her Contributions during an Offering Period (and receive a distribution of the balance of his or her Account in accordance with Section 11) by completing and filing with the Corporation, in such form and on such terms as the Committee (or its delegate) may prescribe, a written withdrawal form which shall be signed by the

Participant. Such termination shall be effective as soon as administratively practicable after its receipt by the Corporation. A withdrawal election pursuant to this Section 7(e) with respect to an Offering Period shall only be effective, however, if it is received by the Corporation prior to the Exercise Date of that Offering Period (or such earlier deadline that the Committee may reasonably require to process the withdrawal prior to the applicable Exercise Date). Partial withdrawals of Accounts are not permitted.

(f) *Leaves of Absence*. During leaves of absence approved by the Corporation or a Participating Subsidiary, a Participant may continue participation in this Plan by cash payments to the Corporation on his normal paydays equal to the reduction in his Plan Contributions caused by his leave.

8. GRANT OF OPTION

(a) *Grant Date; Number of Shares*. On each Grant Date, each Eligible Employee who is a participant during that Offering Period shall be granted an Option to purchase a number of shares of Common Stock. The Option shall be exercised on the Exercise Date. The number of shares of Common Stock subject to the Option shall be determined by dividing the Participant's Account balance as of the applicable Exercise Date by the Exercise Price, subject to the limits set forth in Section 8(c).

(b) *Exercise Price*. The Exercise Price per share of the shares subject to an Option for an Offering Period shall be the lesser of: (1) 85% of the Fair Market Value of a share of Common Stock on the applicable Grant Date; or (2) 85% of the Fair Market Value of a share of Common Stock on the applicable Exercise Date. The Committee may, however, provide prior to the start of an Offering Period that the Exercise Price per share of Common Stock for that Offering Period shall be determined (1) based on a different discount amount (as opposed to a full 15% discount as contemplated by the preceding sentence) provided that in no event shall the applicable discount amount be greater than 15%, and/or (2) based on the applicable discount amount applied to the Fair Market Value of a share of Common Stock on the applicable Grant Date or Exercise Date (as opposed to the lesser of the Fair Market Value of a share on the Grant Date or the Fair Market Value of a share on the Exercise date as contemplated by the preceding sentence). Notwithstanding anything to the contrary in the preceding provisions of this Section 8(b), in no event shall the Exercise Price per share be less than the par value of a share of Common Stock.

(c) *Limits on Share Purchases*. Notwithstanding anything else contained herein, the maximum number of shares subject to an Option for an Offering Period

shall be the Individual Limit in effect on the Grant Date of that Offering Period (subject to adjustment pursuant to Section 17), and any person who is otherwise an Eligible Employee shall not be granted any Option (or any Option granted shall be subject to compliance with the following limitations) or other right to purchase shares under this Plan to the extent:

(1) it would, if exercised, cause the person to own stock (within the meaning of Section 423 of the Code) possessing 5% or more of the total combined voting power or value of all classes of stock of the Corporation or of any Subsidiary; or

(2) it would cause such person to have rights to purchase stock under this Plan (and under any similar employee stock purchase plan of the Corporation or any Subsidiary) that accrue at a rate that exceeds $26,000 of the fair market value of the stock of the Corporation or of any Subsidiary (determined at the time the right to purchase such stock is granted, before giving effect to any discounted purchase price under any such plan) for each calendar year in which such right is outstanding at any time; or

(3) it would, if exercised, cause the person to Beneficially Own or Constructively Own Equity Shares in excess of 9.8% of the lesser of the number or value of the then-outstanding Equity Shares, except as otherwise permitted in accordance with the Corporation's charter.

For purposes of the foregoing, a right to purchase stock accrues when it first become exercisable during the calendar year. In determining whether the stock ownership of an Eligible Employee equals or exceeds the 5% limit set forth above, the rules of Section 424(d) of the Code (relating to attribution of stock ownership) shall apply, and stock that the Eligible Employee may purchase under outstanding options shall be treated as stock owned by the Eligible Employee.

9. EXERCISE OF OPTION

(a) *Purchase of Shares*. Unless a Participant withdraws pursuant to Section 7(e) or the Participant's Plan participation is terminated as provided in Section 11, his or her Option for the purchase of shares of Common Stock shall be exercised automatically on the Exercise Date for that Offering Period, without any further action on the Participant's part, and the maximum number of whole shares of Common Stock subject to such Option (subject to the limits of Section 8(c)) shall be purchased at the Exercise Price with the balance of such Participant's Account.

(b) *Account Balance Remaining After Purchase*. If any amount which is not sufficient to purchase a whole share remains in a Participant's Account after the exercise of his or her Option on the Exercise Date: (1) such amount shall be

credited to such Participant's Account for the next Offering Period, if he or she is then a Participant; or (2) if such Participant is not a Participant in the next Offering Period, or if the Committee so elects, such amount shall be refunded to such Participant as soon as administratively practicable after such date. If the aggregate share limit of Section 4(a) is reached, any amount that remains in a Participant's Account after the exercise of his or her Option on the Exercise Date to purchase the number of shares that he or she is allocated shall be refunded to the Participant as soon as administratively practicable after such date. If any amount which exceeds any of the limits set forth in Section 8(c) remains in a Participant's Account after the exercise of his or her Option on the Exercise Date, such amount shall be refunded to the Participant as soon as administratively practicable after such date.

10. DELIVERY OF SHARES

As soon as administratively practicable after the Exercise Date, the Corporation shall, in its discretion, deliver to each Participant a certificate representing the shares of Common Stock purchased upon exercise of his or her Option, provide for the crediting of such shares in book entry form in the name of the Participant, or provide for an alternative arrangement for the delivery of such shares to a broker or recordkeeping service for the benefit of the Participant. In the event the Corporation is required to obtain from any commission or agency authority to issue any such certificate or otherwise deliver such shares, the Corporation will seek to obtain such authority. If the Corporation is unable to obtain from any such commission or agency authority which counsel for the Corporation deems necessary for the lawful issuance of any such certificate or other delivery of such shares, or if for any other reason the Corporation cannot issue or deliver shares of Common Stock and satisfy Section 21, the Corporation shall be relieved from liability to any Participant except that the Corporation shall return to each Participant to whom such shares can not be issued or delivered the amount of the balance credited to his or her Account that would have otherwise been used for the purchase of such shares.

11. TERMINATION OF EMPLOYMENT; CHANGE IN ELIGIBLE STATUS

(a) *General*. Except as provided in Section 11(b) below, if a Participant ceases to be an Eligible Employee for any reason (including, without limitation, due to the Participant's death, disability, quit, resignation or retirement, or due to a layoff or other termination of employment with or without cause), or if the Participant elects to withdraw from the Plan pursuant to Section 7(e), at any time prior to the last day of an Offering Period in which he or she participates, such Participant's Account shall be paid to him or her (or, in the event of the Participant's death, to the person or persons entitled thereto under Section 13) in cash, and such Participant's Option and participation in the Plan shall automatically terminate as of the time that the Participant ceased to be an Eligible Employee.

(b) *Change in Eligible Status; Leave*. If a Participant (1) ceases to be an Eligible Employee during an Offering Period but remains an employee of the

Corporation or a Subsidiary through the Exercise Date (for example, and without limitation, due to a change in the Participant's employer from the Corporation or a Participating Subsidiary to a non-Participating Subsidiary, if the Participant's employer ceases to maintain the Plan as a Participating Subsidiary but otherwise continues as a Subsidiary, or if the Participant's customary level of employment no longer satisfies the requirements set forth in the definition of Eligible Employee), or (2) during an Offering Period commences a sick leave, family leave, military leave, or other leave of absence approved by the Corporation or a Participating Subsidiary, and the Participant is an employee of the Corporation or a Subsidiary or on such leave as of the applicable Exercise Date, such Participant's Contributions shall cease (subject to Section 7(f)), and the Contributions previously credited to the Participant's Account for that Offering Period shall be used to exercise the Participant's Option as of the applicable Exercise Date in accordance with Section 9 (unless the Participant makes a timely withdrawal election in accordance with Section 7(e), in which case such Participant's Account shall be paid to him or her in cash in accordance with the first paragraph of this Section 11(a)).

(c) *Re-Enrollment*. A Participant's termination from Plan participation precludes the Participant from again participating in this Plan during that Offering Period. However, such termination shall not have any effect upon his or her ability to participate in any succeeding Offering Period, provided that the applicable eligibility and participation requirements are again then met. A Participant's termination from Plan participation shall be deemed to be a revocation of that Participant's Participation Agreement and such Participant must file a new Participation Agreement to resume Plan participation in any succeeding Offering Period.

(d) *Change in Subsidiary Status*. For purposes of this Plan, if a Subsidiary ceases to be a Subsidiary, each person employed by that Subsidiary will be deemed to have terminated employment for purposes of this Plan, unless the person continues as an employee of the Corporation or another Subsidiary. For purposes of this Plan, if a Subsidiary ceases to be a Participating Subsidiary, each person employed by that Subsidiary will cease being an Eligible Employee, unless the person continues as an employee of the Corporation or another Participating Subsidiary.

12. ADMINISTRATION

(a) *The Committee*. The Board shall appoint the Committee, which shall be composed of not less than two members of the Board. The Board may, at any time, increase or decrease the number of members of the Committee, may remove from membership on the Committee all or any portion of its members, and may appoint such person or persons as it desires to fill any vacancy existing on the Committee, whether caused by removal, resignation, or otherwise. The Board may also, at any time, assume the administration of all or a part of this Plan, in which case references (or relevant references in the event the Board

assumes the administration of only certain aspects of this Plan) to the "Committee" shall be deemed to be references to the Board. Action of the Committee with respect to this Plan shall be taken pursuant to a majority vote or by the unanimous written consent of its members. No member of the Committee shall be entitled to act on or decide any matter relating solely to himself or herself or solely to any of his or her rights or benefits under this Plan.

(b) *Powers and Duties of the Committee*. Subject to the express provisions of this Plan, the Committee shall supervise and administer this Plan and shall have the full authority and discretion: (1) to construe and interpret this Plan and any agreements defining the rights and obligations of the Corporation, any Subsidiary, and Participants under this Plan; (2) to further define the terms used in this Plan; (3) to prescribe, amend and rescind rules and regulations relating to the administration of this Plan; and (4) to make all other determinations and take such other action as contemplated by this Plan or as may be necessary or advisable for the administration of this Plan or the effectuation of its purposes.

(c) *Decisions of the Committee are Binding*. Any action taken by, or inaction of, the Corporation, any Subsidiary, the Board or the Committee relating or pursuant to this Plan and within its authority hereunder or under applicable law shall be within the absolute discretion of that entity or body and shall be conclusive and binding upon all persons.

(d) *Indemnification*. Neither the Board nor any Committee, nor any member thereof or person acting at the direction thereof, shall be liable for any act, omission, interpretation, construction or determination made in good faith in connection with this Plan, and all such persons shall be entitled to indemnification and reimbursement by the Corporation in respect of any claim, loss, damage or expense (including, without limitation, attorneys' fees) arising or resulting therefrom to the fullest extent permitted by law and/or under any directors and officers liability insurance coverage that may be in effect from time to time.

(e) *Reliance on Experts*. In making any determination or in taking or not taking any action under this Plan, the Committee or the Board, as the case may be, may obtain and may rely upon the advice of experts, including professional advisors to the Corporation. No director, officer or agent of the Corporation or any Subsidiary shall be liable for any such action or determination taken or made or omitted in good faith.

(f) *Delegation*. The Committee may delegate ministerial, non-discretionary functions to individuals who are officers or employees of the Corporation or a Subsidiary.

13. DESIGNATION OF BENEFICIARY

If the Committee permits beneficiary designations with respect to this Plan, then each Participant may file, on a form and in a manner prescribed by the Committee (or its delegate), a written designation of a beneficiary who is to receive any shares or cash from or with respect to such Participant's Account under this Plan in the event of such Participant's death. If a Participant is married and the designated beneficiary is not solely his or her spouse, spousal consent shall be required for such designation to be effective unless it is established (to the satisfaction of the Committee or its delegate) that there is no spouse or that the spouse cannot be located. The Committee may rely on the last designation of a beneficiary filed by a Participant in accordance with this Plan. Beneficiary designations may be changed by the Participant (with the consent of his or her spouse, if required) at any time on forms provided and in the manner prescribed by the Committee (or its delegate).

If a Participant dies with no validly designated beneficiary under this Plan who is living at the time of such Participant's death (or in the event the Committee does not permit beneficiary designations under this Plan), the Corporation shall deliver all shares and/or cash payable pursuant to the terms hereof to the executor or administrator of the estate of the Participant, or if no such executor or administrator has been appointed, the Corporation, in its discretion, may deliver such shares and/or cash to the spouse or to any one or more dependents or relatives of the Participant, or if no spouse, dependent or relative is known to the Corporation, then to such other person as the Corporation may designate.

If a Participant's death occurs before the end of an Offering Period or subsequent to the end of an Offering Period but prior to the delivery to him or her or for his or her benefit of any shares deliverable under the terms of this Plan, and the Corporation has notice of the Participant's death, then any shares purchased for that Offering Period and any remaining balance of such Participant's Account shall be paid to such beneficiary (or such other person entitled to such payment pursuant to this Section 13). If the Committee permits beneficiary designations with respect to this Plan, any such designation shall have no effect with respect to shares purchased and actually delivered (or credited, as the case may be) to or for the benefit of the Participant.

14. TRANSFERABILITY

Neither Contributions credited to a Participant's Account nor any Options or rights with respect to the exercise of Options or right to receive shares under this Plan may be anticipated, alienated, encumbered, assigned, transferred, pledged or otherwise disposed of in any way (other than by will, the laws of descent and distribution, or as provided in Section 13) by the Participant. Any such attempt at anticipation, alienation, encumbrance, assignment, transfer, pledge or other disposition shall be without effect and all amounts shall be paid and all shares shall be delivered in accordance with the provisions of this Plan. Amounts payable or shares deliverable pursuant to this Plan shall be paid or delivered only to (or credited in the name of, as the case may be) the

Participant or, in the event of the Participant's death, the Participant's beneficiary pursuant to Section 13.

15. USE OF FUNDS; INTEREST

All Contributions received or held by the Corporation under this Plan will be included in the general assets of the Corporation and may be used for any corporate purpose. Notwithstanding anything else contained herein to the contrary, no interest will be paid to any Participant or credited to his or her Account under this Plan (in respect of Account balances, refunds of Account balances, or otherwise). Amounts payable under this Plan shall be payable in shares of Common Stock or from the general assets of the Corporation and, except for any shares that may be reserved on the books of the Corporation for issuance with respect to this Plan, no special or separate reserve, fund or deposit shall be made to assure payment of amounts that may be due with respect to this Plan.

16. REPORTS

Statements shall be provided to Participants as soon as administratively practicable following each Exercise Date. Each Participant's statement shall set forth, as of such Exercise Date, that Participant's Account balance immediately prior to the exercise of his or her Option, the Exercise Price, the number of whole shares purchased and his or her remaining Account balance, if any.

17. ADJUSTMENTS OF AND CHANGES IN THE STOCK

Upon or in contemplation of any reclassification, recapitalization, stock split (including a stock split in the form of a stock dividend), or reverse stock split; any merger, combination, consolidation, or other reorganization; split-up, spin-off, or any similar extraordinary dividend distribution in respect of the Common Stock (whether in the form of securities or property); any exchange of Common Stock or other securities of the Corporation, or any similar, unusual or extraordinary corporate transaction in respect of the Common Stock; or a sale of substantially all the assets of the Corporation as an entirety occurs; then the Committee shall, in such manner, to such extent (if any) and at such time as it deems appropriate and equitable in the circumstances:

(a) proportionately adjust any or all of (1) the number and type of shares or the number and type of other securities that thereafter may be made the subject of Options (including the specific maximum numbers of shares set forth elsewhere in this Plan), (2) the number, amount and type of shares (or other securities or property) subject to any or all outstanding Options, (3) the Exercise Price of any or all outstanding Options, or (4) the securities, cash or other property deliverable upon exercise of any outstanding Options; or

(b) make provision for a cash payment or for the substitution or exchange of any or all outstanding Options for cash, securities or property to be delivered to the holders of any or all outstanding Options based upon the distribution or consideration payable to holders of the Common Stock upon or in respect of such event.

The Committee may adopt such valuation methodologies for outstanding Options as it deems reasonable in the event of a cash or property settlement and, without limitation on other methodologies, may base such settlement solely upon the excess (if any) of the amount payable upon or in respect of such event over the Exercise Price of the Option.

In any of such events, the Committee may take such action sufficiently prior to such event to the extent that the Committee deems the action necessary to permit the Participant to realize the benefits intended to be conveyed with respect to the underlying shares in the same manner as is or will be available to stockholders generally.

18. POSSIBLE EARLY TERMINATION OF PLAN AND OPTIONS

Upon a dissolution of the Corporation, or any other event described in Section 17 that the Corporation does not survive or does not survive as a publicly-traded company in respect of its Common Stock, as the case may be, the Plan and, if prior to the last day of an Offering Period, any outstanding Option granted with respect to that Offering Period shall terminate, subject to any provision that has been expressly made by the Board for the survival, substitution, assumption, exchange or other settlement of the Plan and Options. In the event a Participant’s Option is terminated pursuant to this Section 18 without a provision having been made by the Board for a substitution, exchange or other settlement of the Option, such Participant’s Account shall be paid to him or her in cash without interest.

19. TERM OF PLAN; AMENDMENT OR TERMINATION

(a) *Restatement Effective*. Subject to Section 19(b), this amendment and restatement of the Plan shall become effective as of the Restatement Date.

(b) *Stockholder Approval*. Notwithstanding anything else contained herein to the contrary, the effectiveness of this amendment and restatement of the Plan is subject to the approval of this Plan by the stockholders of the Corporation. Notwithstanding anything else contained herein to the contrary, no shares of Common Stock shall be issued or delivered under this Plan with respect to any Offering Period beginning on or after the Restatement Date unless such stockholder approval is obtained on or before the Exercise Date of such Offering Period. If such stockholder approval is not obtained prior to such Exercise Date, all Contributions credited to a Participant’s Account hereunder for such Offering Period shall be refunded to such Participant (without interest) as soon as practicable.

(c) *Termination*. Unless sooner terminated pursuant to Section 18 or this Section 19, this Plan shall terminate at the end of the Offering Period in which all of the shares of Common Stock made available under this Plan are subscribed, and the shares available shall be allocated for purchase by Participants in that Offering Period on a pro-rata basis determined with respect to Participants’ Account balances.

(d) *Board Amendment Authority*. The Board may, at any time, terminate or, from time to time, amend, modify or suspend this Plan, in whole or in part and without notice. Stockholder approval for any amendment or modification shall not be required, except to the extent required by applicable law or listing agency, or deemed necessary or advisable by the Board. No Options may be granted during any suspension of this Plan or after the termination of this Plan, but the Committee will retain jurisdiction as to Options then outstanding in accordance with the terms of this Plan. No amendment, modification, or termination pursuant to this Section 19(d) shall, without written consent of the Participant, affect in any manner materially adverse to the Participant any rights or benefits of such Participant or obligations of the Corporation under any Option granted under this Plan prior to the effective date of such change. Changes contemplated by Section 17 or Section 18 shall not be deemed to constitute changes or amendments requiring Participant consent.

(e) *Corporation Designation of Participating Subsidiaries*. Notwithstanding the amendment provisions of Section 19(d) and without limiting the Board’s authority thereunder and without limiting the Committee’s authority pursuant to any other provision of this Plan, the Corporation through its officers shall have the right to designate from time to time which of the Subsidiaries are Participating Subsidiaries (including, without limitation, any Subsidiary that may first become such after the date stockholders first approve this Plan). Any such change shall not take effect earlier than the first Offering Period that starts on or after the effective date of such change. Any such change shall not require stockholder approval, except to the extent required by law or applicable stock exchange rules or as deemed necessary or advisable by the Board.

20. NOTICES

All notices or other communications by a Participant to the Corporation contemplated by this Plan shall be deemed to have been duly given when received in the form and manner specified by the Committee (or its delegate) at the location, or by the person, designated by the Committee (or its delegate) for that purpose.

21. CONDITIONS UPON ISSUANCE OF SHARES

This Plan, the granting of Options under this Plan and the offer, issuance and delivery of shares of Common Stock are subject to compliance with all applicable federal and state laws, rules and regulations (including but not limited to state and federal securities laws) and to such approvals by any listing, regulatory or governmental authority as may, in the opinion of counsel for the Corporation, be necessary or advisable in connection therewith. The person acquiring any securities under this Plan will, if requested by the Corporation and as a condition precedent to the exercise of his or her Option, provide such assurances and representations to the Corporation as the Committee may deem necessary or desirable to assure compliance with all applicable legal requirements.

22. PLAN CONSTRUCTION

(a) *Section 16*. It is the intent of the Corporation that transactions involving Options under this Plan (other than “Discretionary Transactions” as that term is defined in Rule 16b-3(b)(1) promulgated by the Commission under Section 16 of the Exchange Act, to the extent there are any Discretionary Transactions under this Plan), in the case of Participants who are or may be subject to the prohibitions of Section 16 of the Exchange Act, satisfy the requirements for exemption under Rule 16b-3(c) promulgated by the Commission under Section 16 of the Exchange Act to the maximum extent possible. Notwithstanding the foregoing, the Corporation shall have no liability to any Participant for Section 16 consequences of Options or other events with respect to this Plan.

(b) *Section 423*. This Plan and Options are not intended to qualify under Section 423 of the Code. Nevertheless, all Participants are to have the same rights and privileges (within the meaning of Section 423(b)(5) of the Code) under this Plan, subject to differences in Compensation among Participants and subject to the Contribution and share limits of this Plan.

(c) *Interpretation*. If any provision of this Plan or of any Option would otherwise frustrate or conflict with the intents expressed above, that provision to the extent possible shall be interpreted so as to avoid such conflict. If the conflict remains irreconcilable, the Committee may disregard the provision if it concludes that to do so furthers the interest of the Corporation and is consistent with the purposes of this Plan as to such persons in the circumstances.

23. EMPLOYEES’ RIGHTS

(a) *No Employment Rights*. Nothing in this Plan (or in any Participation Agreement or other document related to this Plan) will confer upon any Eligible Employee or Participant any right to continue in the employ or other service of the Corporation or any Subsidiary, constitute any contract or agreement of employment or other service or effect an employee’s status as an employee at will, nor shall interfere in any way with the right of the Corporation or any Subsidiary to change such person’s compensation or other benefits or to terminate his or her employment or other service, with or without cause. Nothing contained in this Section 23(a), however, is intended to adversely affect any express independent right of any such person under a separate employment or service contract other than a Participation Agreement.

(b) *No Rights to Assets of the Corporation*. No Participant or other person will have any right, title or interest in any fund or in any specific asset (including shares of Common Stock) of the Corporation or any Subsidiary by reason of any Option hereunder. Neither the provisions of this Plan (or of any Participation Agreement or other document related to this Plan), nor the creation or adoption of this Plan, nor any action taken pursuant to the provisions of this Plan will create, or be construed to create, a trust of any kind or a fiduciary relationship

between the Corporation or any Subsidiary and any Participant, Beneficiary or other person. To the extent that a Participant, Beneficiary or other person acquires a right to receive payment pursuant to this Plan, such right will be no greater than the right of any unsecured general creditor of the Corporation.

(c) *No Stockholder Rights*. A Participant will not be entitled to any privilege of stock ownership as to any shares of Common Stock not actually delivered to and held of record by the Participant. No adjustment will be made for dividends or other rights as a stockholder for which a record date is prior to such date of delivery.

24. MISCELLANEOUS

(a) *Governing Law*. This Plan, the Options, Participation Agreements and other documents related to this Plan shall be governed by, and construed in accordance with, the laws of the State of Maryland.

(b) *Severability*. If any provision shall be held by a court of competent jurisdiction to be invalid and unenforceable, the remaining provisions of this Plan shall continue in effect.

(c) *Captions and Headings*. Captions and headings are given to the sections of this Plan solely as a convenience to facilitate reference. Such captions and headings shall not be deemed in any way material or relevant to the construction of interpretation of this Plan or any provision hereof.

(d) *No Affect on Other Plans or Corporate Authority*. The adoption of this Plan shall not affect any other Corporation or Subsidiary compensation or incentive plans in effect. Nothing in this Plan will limit or be deemed to limit the authority of the Board or Committee (1) to establish any other forms of incentives or compensation for employees of the Corporation or any Subsidiary (with or without reference to the Common Stock), or (2) to grant or assume options (outside the scope of and in addition to those contemplated by this Plan) in connection with any proper corporate purpose; to the extent consistent with any other plan or authority. Benefits received by a Participant under an Option granted pursuant to this Plan shall not be deemed a part of the Participant's compensation for purposes of the determination of benefits under any other employee welfare or benefit plans or arrangements, if any, provided by the Corporation or any Subsidiary, except where the Committee or the Board (or the Board of Directors of the Subsidiary that sponsors such plan or arrangement, as applicable) expressly otherwise provides or authorizes in writing.

(e) *Electronic and Telephonic Media*. Notwithstanding any provisions contained herein to the contrary requiring the submission of forms and elections in the form of a writing signed by the Participant in order to be effective, the Committee (or its delegate) may require or permit Participant (or Beneficiary, as the context may require) elections and/or consents under this Plan to be made by

means of such electronic or telephonic media as the Committee may prescribe. A Participant's participation election, request to withdraw from participation or other form of election permitted by electronic or telephonic media under this Plan by the Committee (or its delegate) shall be deemed to constitute the submission of a writing signed by the Participant for purposes of this Plan only if timely processed. Reasonable efforts will be used to process electronic or telephonic media consents and elections made under this Plan. Notwithstanding the preceding sentence or anything else in this Plan to the contrary, neither the Corporation, the Committee (or its delegate), nor any other person guarantees that any consent or election will be so processed. However, the Committee (or its delegate) may accept consents and elections that are not timely processed and retroactively implement such consents or elections in the event that and to the extent that the failure of timely processing was due to system error or other event not reasonably within the control of the Participant, as the Committee (or its delegate) determines in its sole discretion. The Committee (or its delegate) may adopt new or alternative rules for electronic or telephonic media consents and elections as it deems appropriate in its sole and complete discretion (including, without limitation, eliminating any electronic or telephonic media system and re-implementing a requirement of written forms in all cases). In order to be effective, each consent and/or election must be made in accordance with such other rules as the Committee may prescribe. The provisions of this Section 24(e) shall not affect the requirement that Beneficiary designations be in writing in accordance with Section 13.

25. TAX WITHHOLDING

Notwithstanding anything else contained in this Plan herein to the contrary, the Corporation may withhold from the shares of Common Stock to be delivered to a Participant as of an Exercise Date, as a result of the exercise of the Participant's Option on such date, the amount of taxes (if any) that the Corporation reasonably determines it or any Subsidiary may be required to withhold with respect to such exercise. In such event, the maximum number of whole shares subject to such Option (subject to the other limits set forth in this Plan) shall be purchased at the Exercise Price with the Participant's Account balance, and the number of shares withheld shall be the number of whole shares having a Fair Market Value on the Exercise Date equal to (or exceeding by less than the Fair Market Value of one share) the tax withholding amount.

Should the Corporation for any reason be unable, or elect not to, satisfy its or any Subsidiary's tax withholding obligations in the manner described in the preceding paragraph with respect to a Participant's exercise of an Option, the Corporation or Subsidiary, as the case may be, shall have the right at its option to (1) require the Participant to pay or provide for payment of the amount of any taxes which the Corporation or Subsidiary reasonably determines that it or any affiliate is required to withhold with respect to such event or (2) deduct from any amount otherwise payable to or for the account of the Participant the amount of any taxes which the Corporation or Subsidiary reasonably determines that it or any affiliate is required to withhold with respect to such event.

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 June 30, 2013 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.

	/s/ ARTHUR M. COPPOLA
Date: August 8, 2013	*Chairman and Chief Executive Officer*

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 June 30, 2013 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.

	/s/ THOMAS E. O'HERN
Date: August 8, 2013	*Senior Executive Vice President and Chief Financial Officer*

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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, each hereby certifies that, to the best of his knowledge:

(i) the Quarterly Report on Form 10-Q for the quarter ended June 30, 2013 of the Company (the "Report") fully complies with the requirements of Section 13(a) and 15(d) of the Securities Exchange Act of 1934, as amended; 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: August 8, 2013

/s/ ARTHUR M. COPPOLA

Chairman and Chief Executive Officer

/s/ THOMAS E. O'HERN

Senior Executive Vice President and Chief Financial Officer