As filed with the Securities and Exchange Commission on December 31, 1998
Registration No. 333-_____

SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

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 No.)

401 Wilshire Boulevard, Suite 700
Santa Monica, California 90401
(310) 394-6000
(Address of principal executive offices)

The Macerich Property Management Company Profit Sharing Plan
(Full title of the plan)

Richard A. Bayer
General Counsel and Secretary
The Macerich Company
401 Wilshire Boulevard, Suite 700
Santa Monica, California 90401
(Name and address of agent for service)
Telephone number, including area code, of agent for service:
(310) 394-6000

CALCULATION OF REGISTRATION FEE

Title of Securities to be registered	Amount to be registered	Proposed Maximum offering price per unit	Proposed maximum aggregate offering price	Amount of registration fee
Common Stock, par value $0.01 per share	$150,000<1><2>	$25.5625<3>	$3,834,375<3>	$1,066<3>
Interests in the Plan	--	--	--	--

<1> This Registration Statement covers, in addition to the number of shares of Common Stock stated above, other rights to purchase or acquire the shares of Common Stock covered by the Prospectus and, pursuant to Rule 416(c) under the Securities Act of 1933, an indeterminate number of shares of Common Stock, rights, and interests in The Macerich Property Management Company Profit Sharing Plan (the "Plan") which by reason of certain events specified in the Plan may be offered or sold pursuant to the Plan.

<2> Each share is accompanied by a Preferred Share Purchase Right pursuant to the registrant's Agreement, dated November 10, 1998, with First Chicago Trust Company of New York (as rights agent).

<3> Pursuant to Rule 457(h), the maximum offering price, per share and in the aggregate, and the registration fee were calculated based upon the average of the high and low prices of the Common Stock on December 24, 1998, as reported on the New York Stock Exchange and published in the Western Edition of The Wall Street Journal.

The Exhibit Index for this Registration Statement is at page S-4.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information specified in Part I of Form S-8 (plan information and registrant information) will be sent or given to employees as specified by Rule 428(b)(1) of the Securities Act of 1933, as amended (the "Securities Act"). Such documents need not be filed with the Securities and Exchange Commission (the "Commission") either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424 of the Securities Act. These documents, which include the statement of availability required by Item 2 of Form S-8, and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Form S-8 (Part II hereof), taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE
REGISTRATION STATEMENT

Item 3. Incorporation of Certain Documents by Reference

The following documents of The Macerich Company (the "Company") filed with the Commission are incorporated herein by reference:

(a) The Company's Annual Report on Form 10-K for the fiscal year ended December 31, 1997;

(b) The Company's Quarterly Reports on Forms 10-Q for the quarterly periods ended March 31, 1998, June 30, 1998, and September 30, 1998;

(c) The Company's Current Reports on Forms 8-K for event dates February 25, 1998; February 27, 1998 (as amended by a Form 8-K/A filed April 23, 1998); June 17, 1998; July 1, 1998 (as amended by Forms 8-K/A filed August 21, 1998 and September 11, 1998); July 24, 1998 (as amended by a Form 8-K/A filed November 10, 1998); November 10, 1998 (as amended by a Form 8-K/A filed December 8, 1998); and December 15, 1998;

(d) The description of the Company's Common Stock contained in its Registration Statement on Form 8-A, dated March 9,1994, and any amendment or report filed for the purpose of updating such description; and

(e) The description of the Company's Preferred Share Purchase Rights contained in its Registration Statement on Form 8-A, dated November 13, 1998, and any amendment or report filed for the purpose of updating such description;

All documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), prior to the filing of a post-effective amendment which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold shall be deemed to be incorporated by reference into the prospectus and to be a part hereof from the date of filing of such documents. Any statement contained herein or in a document, all or a portion of which is incorporated or deemed to be incorporated by reference herein, shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or amended, to constitute a part of this Registration Statement.

Item 4. Description of Securities

The Company's Common Stock and Preferred Share Purchase Rights are registered pursuant to Section 12 of the Exchange Act. Therefore, the description of securities is omitted.

Item 5. Interests of Named Experts and Counsel

Item 6. Indemnification of Directors and Officers

The Maryland General Corporations Law ("MGCL") permits a corporation formed in Maryland to include in its charter a provision limiting the liability of its directors and officers to the corporation and its stockholders for money damages except for liability resulting from (i) active and deliberate dishonesty established by a final judgment as being material to that cause of action or (ii) actual receipt of an improper benefit or profit in money, property or services. The Company's charter (the "Charter") has incorporated such a provision which limits

such liability to the fullest extent permitted by the MGCL.

The Charter requires the Company to indemnify its present and former officers and directors, whether serving the Company or at its request another entity, and to pay or reimburse reasonable expenses in advance of the final disposition of the proceeding to the maximum extent permitted from time to time by the laws of Maryland. The Charter provides that the indemnification rights are non-exclusive of any other rights to which those seeking indemnification may be entitled. The MGCL permits a corporation to indemnify its present and former directors and officers, among others, against judgments, penalties, fines, settlements and reasonable expenses actually incurred by them in connection with any proceeding to which they may be made a party by reason of their service in those or other capacities unless it is established that: (i) the act or omission of the director or officer was material to the matter giving rise to the proceeding and (a) was committed in bad faith or (b) was the result of active and deliberate dishonesty, (ii) the director or officer actually received an improper personal benefit, or (iii) in the case of any criminal proceeding, the director or officer had reasonable cause to believe that the act or omission was unlawful. In addition, the MGCL requires the Company, as conditions to advancing expenses, to obtain (a) a written affirmation by the director or officer of his good faith belief that he has met the standard of conduct necessary for indemnification by the Company and (b) a written undertaking by him or on his behalf to repay the amount paid or reimbursed by the Company if it shall ultimately be determined that the standard of conduct was not met. The MGCL requires a corporation (unless its charter provides otherwise, which the Company's Charter does not) to indemnify a director or officer who has been successful, on the merits or otherwise, in the defense of any proceeding to which he is made a party by reason of his service in that capacity. However, under the MGCL, a Maryland corporation may not indemnify for an adverse judgment in a suit by or in the right of the corporation or for a judgment of liability on the basis that a personal benefit was improperly received unless, in either case, a court orders indemnification and then only for expenses. The Company's bylaws (the "Bylaws") specify the procedures for indemnification and advance of expenses.

The Partnership Agreement of the Company's operating partnership, The Macerich Partnership, L.P., a Delaware limited partnership (the "Operating Partnership"), also provides for indemnification of the Company and its officers and directors similar to that provided to officers and directors of the Company in the Charter, and includes limitations on the liability of the Company and its officers and directors to the Operating Partnership and its partners similar to those contain in the Charter.

The Company and the Operating Partnership have entered into indemnification agreements with certain of the Company's executive officers and directors. The indemnification agreements require, among other things, that the Company and the Operating Partnership indemnify the Company's officers and directors to the fullest extent permitted by law, and advance to the officers and directors all related reasonable expenses, subject to certain defenses. The Company and the Operating Partnership must also indemnify and advance all expenses incurred by officers and directors seeking to enforce their rights under the indemnification agreements, and cover officers and directors under the Company's directors' and officers' liability insurance. Although this form of indemnification agreement offers substantially the same scope of coverage afforded by provisions in the Charter and the Bylaws of the Company and the Partnership Agreement of the Operating Partnership, it provides greater assurance to directors and officers that indemnification will be available, because, as a contract, it cannot be modified unilaterally in the future by the Board of Directors, by the stockholders or by the partners of the Operating Partnership to eliminate the rights it provides.

Item 7. Exemption from Registration Claimed

Not applicable.

Item 8. Exhibits

See the attached Exhibit Index on page S-4.

Item 9. Undertakings

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

Provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed by the registrant with or furnished to the Commission pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement;

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; and

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(h) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the provisions described in Item 6 above, or otherwise, the registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and

will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Santa Monica, State of California, on December 30, 1998.

By: /s/ Arthur M. Coppola

Arthur M. Coppola

Its: President and Chief Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below constitutes and appoints Arthur M. Coppola, Thomas E. O'Hern, and Richard E. Bayer, or any one of them individually, his true and lawful attorney-in-fact and agent, with full powers of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Commission, granting unto said attorneys-in-fact and agents, or any one of them individually, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any one of them individually, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed below by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Mace Siegel - ----------	Chairman of the Board of Directors	December 30, 1998
Mace Siegel		
/s/ Dana K. Anderson - ----------	Vice Chairman of the Board of Directors	December 30, 1998
Dana K. Anderson		
/s/ Arthur M. Coppola - ----------	Director, President and Chief Executive Officer (Principal	December 30, 1998
Arthur M. Coppola	Executive Officer)	
/s/ Edward C. Coppola - ----------	Director, Executive Vice President	December 30, 1998
Edward C. Coppola		
/s/ James S. Cownie - ----------	Director	December 30, 1998
James S. Cownie		
/s/ Theodore S. Hochstim - ----------	Director	December 30, 1998
Theodore S. Hochstim		
/s/ Fred S. Hubbell - ----------	Director	December 30, 1998
Fred S. Hubbell		
/s/ Stanley A. Moore	Director	December 22, 1998

- ----------		
Stanley A. Moore		
/s/ William P. Sexton	Director	December 28, 1998
- ----------		
William P. Sexton		
/s/ Thomas E. O'Hern	Senior Vice President, Chief Financial Officer and Treasurer	December 30, 1998
- ----------		
Thomas E. O'Hern	(Principal Financial Officer	

The Plan. Pursuant to the requirements of the Securities Act, the Plan has caused this Registration Statement on Form S-8 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Santa Monica, State of California, on December 30, 1998.

The Macerich Property Management
Trust Company Profit Sharing Plan

By: /s/ Richard A. Bayer

Richard A. Bayer
Trustee

By: /s/ Arthur M. Coppola

Arthur M. Coppola
Trustee

By: /s/ Thomas E. O'Hern

Thomas E. O'Hern
Trustee

EXHIBIT INDEX

Exhibit Number	Description
4.1	The Macerich Property Management Company Profit Sharing Plan (Amended and Restated Effective as of February 1, 1999).
4.2	The Macerich Property Management Company Profit Sharing Plan Trust Agreement.
5.1	Opinion of O'Melveny & Myers LLP (ERISA opinion).
5.2	Opinion of Ballard Spahr Andrews & Ingersoll, LLP (opinion re legality).
23.1	Consent of PricewaterhouseCoopers LLP (consent of independent accountants).
23.2	Consent of KPMG Peat Marwick LLP (consent of independent accountants).
23.3	Consent of Deloitte & Touche LLP (consent of independent accountants).
23.4	Consent of Ballard Spahr Andrews & Ingersoll, LLP (included in Exhibit 5.2).
23.5	Consent of O'Melveny & Myers LLP (included in Exhibit 5.1).
24.	Power of Attorney (included in this Registration Statement under "Signatures").

THE MACERICH PROPERTY MANAGEMENT COMPANY

PROFIT SHARING PLAN

(Amended and Restated Effective as of February 1, 1999)

ARTICLE I
TITLE AND DEFINITIONS

ARTICLE II
PARTICIPATION

ARTICLE III
CONTRIBUTIONS

ARTICLE IV
LIMITATION ON ANNUAL ADDITIONS

ARTICLE V
VESTING

ARTICLE VI
DISTRIBUTIONS

ARTICLE VII
THE COMMITTEE

ARTICLE VIII
AMENDMENT AND TERMINATION

ARTICLE IX
MISCELLANEOUS

THE MACERICH PROPERTY MANAGEMENT COMPANY PROFIT SHARING PLAN

(Amended and Restated Effective as of February 1, 1999)

The Macerich Property Management Company, a California corporation (hereinafter sometimes called the "Company"), maintains The Macerich Property Management Company Profit Sharing Plan (hereinafter sometimes called the "Plan"). The Plan was first established by the Macerich Management Company effective January 1, 1984 as the "Macerich Management Company Profit Sharing Plan" and was subsequently assumed by the Company and renamed "The Macerich Property Management Company Profit Sharing Plan." The Plan is hereby amended and restated in its entirety, effective as of the first day of February, 1999.

The Company desires to encourage loyalty, efficiency, continuity of service and productivity of its employees. In order to accomplish these purposes, the Company has established the Plan to provide incentives and retirement income security for its Eligible Employees and their Beneficiaries. The Trust created pursuant to the Plan (incorporated herein by this reference) and its assets shall not be used for, or diverted to, purposes other than the exclusive benefit of Participants or their beneficiaries, as prescribed in Section 401(a) of the Code.

It is also intended that the Plan constitute an accident and health plan so that amounts distributed on account of disability are excluded from income under Section 105(c) of the Code to the extent provided by law.

ARTICLE I

TITLE AND DEFINITIONS

Section 1.1 - Title.

The Plan is intended to be a profit sharing plan and shall be known as The Macerich Property Management Company Profit Sharing Plan. Contributions may be made to the Plan without regard to the current or accumulated profits of the Company. It is also intended that the Plan constitute a qualified cash or deferred arrangement under

Section 401(k) of the Code.

Section 1.2 - Definitions.

Whenever the following terms are used in the Plan, with the first letter capitalized, they shall have the meanings specified below.

"Account" or "Accounts" shall mean the accounts maintained by the Committee for each Participant that are credited with the amounts provided for herein. The following "Accounts" are maintained under the Plan: Compensation Deferral Accounts, and Employer Profit Sharing Contributions Accounts.

"Anniversary Date" shall mean the last day of each Plan Year.

"Approved Absence" shall mean a leave of absence (without pay) granted to an Employee under the Company's established leave policy.

"Beneficiary" or "Beneficiaries" shall mean the person or persons, including a trustee, personal representative or other fiduciary, last designated in writing by a Participant in accordance with the provisions of Section 2.4 to receive the benefits specified hereunder in the event of the Participant's death. If there is no valid Beneficiary designation in effect that complies with the provisions of Section 2.4, or if there is no surviving designated Beneficiary, then the Participant's surviving spouse shall be the Beneficiary. If there is no surviving spouse to receive any benefits payable in accordance with the preceding sentence, then the Participant's surviving children (including any adopted children) shall be the Beneficiaries of the Participant's benefits in equal shares. If there is no surviving child to receive any benefits payable in accordance with the preceding sentence, the duly appointed and currently acting personal representative of the Participant's estate (which shall include either the Participant's probate estate or living trust) shall be the Beneficiary. In any case where there is no such personal representative of the Participant's estate duly appointed and acting in that capacity within 90 days after the

Participant's death (or such extended period as the Committee determines is reasonably necessary to allow such personal representative to be appointed, but not to exceed 180 days after the Participant's death), then Beneficiary or Beneficiaries shall mean the person or persons who can verify by affidavit or court order to the satisfaction of the Committee that they are legally entitled to receive the benefits specified hereunder.

In the event any amount is payable under the Plan to a minor, payment shall not be made to the minor, but instead shall be paid (i) to that person's then living parent(s) to act as custodian, (ii) if that person's parents are then divorced, and one parent is the sole custodial parent, to such custodial parent, or (iii) if no parent of that person is then living, to a custodian selected by the Committee to hold the funds for the minor under the Uniform Transfers or Gifts to Minors Act in effect in the jurisdiction in which the minor resides. If no parent is living and the Committee decides not to select another custodian to hold the funds for the minor, then payment shall be made to the duly appointed and currently acting guardian of the estate for the minor or, if no guardian of the estate for the minor is duly appointed and currently acting within 60 days after the date the amount becomes payable, payment shall be deposited with the court having jurisdiction over the estate of the minor.

"Board of Directors" and "Board" shall mean the Board of Directors of the Macerich Property Management Company.

"Break in Employment" shall mean an Employee's termination of Employment as a result of resignation, discharge, retirement, Disability, or death. In determining whether and when a Break in Employment has occurred, the following rules shall apply:

(a) A Break in Employment shall not occur during an Approved Absence, or during a vacation period or military leave.

(b) Failure to return to work after the

expiration of any leave of absence shall be considered a resignation effective as of the expiration of such leave of absence.

(d) Failure of any Employee on military leave to make application for reemployment within the period of time during which he is entitled to retention of reemployment rights under applicable laws of the United States shall be considered a resignation effective as of the expiration date of such reemployment rights.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Committee" shall mean the Committee appointed pursuant to the provisions of the Plan.

"Company" shall mean the Macerich Property Management Company, a California corporation, any predecessor corporation, or any successor corporation resulting from merger, consolidation, or transfer of assets substantially as a whole which shall expressly agree in writing to continue the Plan and/or, where the context so warrants, any Participating Affiliate.

"Company Contributions" shall mean an amount contributed to the Plan by the Company or by a Participating Affiliate in accordance with Section 3.1.

"Compensation" shall mean all compensation paid by the Company or a Participating Affiliate to the Eligible Employee during the Plan Year and reportable on Form W-2, including any amounts contributed to a plan qualifying under Section 401(k) of the Code as salary reduction contributions or to a cafeteria plan under Section 125 of the Code. Compensation shall not include (i) any amounts paid to an Eligible Employee prior to the date on which he became a Participant pursuant to Section 2.1 or 2.3, as applicable, (ii) any amount of moving or relocation expenses paid or reimbursed by the Company or a Participating Affiliate, (iii) contributions to a plan of deferred compensation which are not includible in the Eligible Employee's gross income

for the taxable year in which contributed (except amounts contributed to a plan qualifying under Section 401(k) of the Code as salary reduction contributions or to a cafeteria plan under Section 125 of the Code), or any distributions from a plan of deferred compensation, (iv) amounts realized from the exercise of a non-qualified stock option, or when restricted stock (or property) held by the Eligible Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture, (v) amounts realized from the sale, exchange or other disposition of stock acquired under an incentive stock option, (vi) forgiveness of debt income, and (vii) life insurance premiums paid by the Company. Notwithstanding the foregoing, for purposes of allocating Company contributions or forfeitures for a Plan Year in which a Participant begins or resumes participation in the Plan, such Participant's Compensation shall be determined without applying the limitation in clause (i) of the preceding sentence, but such Participant's Compensation for such Plan Year shall not include any amounts paid to him prior to the date on which he became (or again qualified as) an Employee.

Notwithstanding the foregoing, the maximum amount of an Eligible Employee's Compensation which shall be taken into account under the Plan for any Plan Year (the "Maximum Compensation Limitation") shall be (i) $200,000 for Plan Years beginning on or after January 1, 1989, and (ii) $150,000 for Plan Years beginning on or after January 1, 1994, such limitation adjusted at the same time and in the same manner as under Sections 401(a)(17) and 415(d) of the Code. For any Plan Year of fewer than twelve months, the Maximum Compensation Limitation shall be reduced to the amount obtained by multiplying such limitation by a fraction having a numerator equal to the number of months in the Plan Year and a denominator equal to twelve.

"Compensation Deferral Account" shall mean the Account maintained for each Participant that is credited with Company payments to the Plan attributable to the Participant's Compensation Deferrals that are credited in accordance with Section 3.2 on behalf of each such Employee, together with the allocations thereto as required by the

Plan.

"Compensation Deferrals" shall mean an amount contributed to the Plan by the Company in lieu of being paid to a Participant as salary or wages. Compensation Deferrals shall be made under salary reduction arrangements between each Participant and the Company with respect to salary or wages not yet paid or otherwise available to the Participant as of the date of the Participant's election under the arrangement. Section 3.2 contains the provisions under which Compensation Deferrals may be made.

"Disability" shall mean the total and permanent incapacity, as determined by the Committee based upon competent medical advice, of a Participant to render substantial services to the Company by reason of mental or physical disability.

"Effective Date" shall mean January 1, 1984, which was the original effective date of the Plan. This amendment to and restatement of the Plan is effective as of February 1, 1999 except as otherwise specified herein.

"Eligible Employee" shall mean any Employee of the Company; except that there shall be excluded (i) all "leased employees" (as such term is defined in Section 414(n) of the Code), (ii) those Employees covered by a collective bargaining agreement between the Company and any collective bargaining representative if retirement benefits were the subject of good faith bargaining between such representative and the Company, unless the Employee is a member of a group of employees to whom the Plan has been extended by such a collective bargaining agreement, and (iii) Employees who are nonresident aliens and receive no United States source income.

For purposes of this definition of "Eligible Employee," and notwithstanding any other provisions of the Plan to the contrary, individuals who are not classified by the Company, in its discretion, as employees under Section 3121(d) of the Code (including, but not limited to, individuals classified by the Company as independent contractors and non-employee consultants) and individuals

who are classified by the Company, in its discretion, as employees of any entity other than the Company or a Related Company (other than "leased employees" as defined in Section 414(n) of the Code or other individuals required to be treated as employed by the Company or a Related Company under Section 414(o) of the Code) do not meet the definition of Eligible Employee and are ineligible for benefits under the Plan, even if the classification by the Company is determined to be erroneous, or is retroactively revised. In the event the classification of an individual who is excluded from the definition of Eligible Employee under the preceding sentence is determined to be erroneous or is retroactively revised, the individual shall nonetheless continue to be excluded from the definition of Eligible Employee and shall be ineligible for benefits for all periods prior to the date the Company determines its classification of the individual is erroneous or should be revised. The foregoing sets forth a clarification of the intention of the Company regarding participation in the Plan for any Plan Year, including Plan Years prior to the amendment of this definition of "Eligible Employee."

"Eligibility Computation Period" shall mean:

(a) The 12-consecutive month period commencing with the first day that an Employee completes an Hour of Service for the Company or a Related Company;

(b) The first 12-consecutive month period coinciding with the Plan Year which includes the first anniversary of the first day that an Employee completes an Hour of Service for the Company or a Related Company; and

(c) Succeeding 12-consecutive month periods coinciding with the Plan Year.

Notwithstanding the above, if an Employee completes more than 500 Hours of Service during any such Eligibility Computation Period and then fails to complete more than 500 Hours of Service during a subsequent Eligibility Computation Period, then future Eligibility Computation Periods shall be

measured from the first day that the Employee completes an Hour of Service following the Eligibility Computation Period in which the Employee has been credited with not more than 500 Hours of Service. In addition, any reemployed individual described in the preceding sentence who terminates employment again shall measure Eligibility Computation Periods from the date of subsequent reemployment if no Hours of Service are performed during an Eligibility Computation Period ending subsequent to the termination.

"Employee" shall mean every person who renders services to the Company or a Related Company in the status of an "employee" as the term is defined in Section 3121(b) of the Code.

"Employer Profit Sharing Contributions" shall mean an amount contributed to the Plan by the Company in accordance with Section 3.3.

"Employer Profit Sharing Contributions Account" shall mean the Account maintained for each Participant that is credited in accordance with Section 3.3 on behalf of each such Participant.

"Employment" shall mean that period of actual service to the Company or a Related Company as an Employee following an Employee's date of employment, or his most recent date of reemployment, whichever is later. It shall also include the following period or periods of absence from actual service if the Employee was in the service of the Company or a Related Company on the day prior to such a period:

(a) Service in the Armed Forces of the United States or the Public Health Service of the United States as a result of which such Employee is entitled to reemployment rights from the Company pursuant to the provisions of Section 2021 et seq. of Title 38 of the United States Code, provided that the Employee returns to work within the time period specified in such provisions.

(b) Leaves of absence granted (either before

or after the absence) by the Company in accordance with nondiscriminatory policies for any purpose, including, but not limited to, sickness or accident, or for the convenience of the Company, and vacation periods and temporary layoffs for lack of work.

"Entry Date" shall mean the first day of each of first and seventh months in a Plan Year (January 1 and July 1).

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time.

"Fiduciary" shall mean all persons defined in Section 3(21) of ERISA associated in any manner with the control, management, operation, and administration of the Plan or the assets of the Plan, and such term shall be construed as including the term "Named Fiduciary" with respect to those Fiduciaries named in the Plan or who are identified as Fiduciaries pursuant to procedures specified in the Plan.

"Highly Compensated Employee" shall mean:

(a) Any Employee who performs services for the Company or any Related Company who (i) was a 5% owner of the Company or any Related Company at any time during the Plan Year or the preceding Plan Year; or (ii) for the preceding Plan Year, received compensation from the Company or any Related company in excess of $80,000 (as adjusted pursuant to Section 415(d) of the Code) and for the preceding Plan Year was a member of the "top-paid group" for such year.

(b) Any Employee who separated from service (or was deemed to have separated) prior to the current Plan Year, who performs no services for the Company or any Related Company during the current Plan Year, and who met the description in (a) above for the year of his separation or any year after he attained age 55.

(c) The top-paid group for a Plan Year shall consist of the top 20% of Employees ranked on the basis of compensation received during the year excluding Employees described in Section 414(q)(5) of the Code

and Treasury Regulations thereunder. For purposes of this definition of "Highly Compensated Employee", "compensation" means compensation within the meaning of Section 415(c)(3) of the Code, but including elective or salary reduction contributions to a cafeteria plan, cash or deferred arrangement or tax-sheltered annuity.

(d) This definition of "Highly Compensated Employee" shall be effective for Plan Years beginning on or after January 1, 1997, except that for purposes of determining if an Employee was a Highly Compensated Employee in 1997, this definition will be treated as having been in effect in 1996.

"Hour of Service" shall mean an hour

(1) for which an Employee is paid, or entitled to payment, for the performance of duties for the Company or a Related Company;

(2) for which the Employee is paid or entitled to payment by the Company or a Related Company on account of a period during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty, or leave of absence; or

(3) for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Company or a Related Company.

The following additional rules shall apply in calculating Hours of Service:

(1) No more than 501 Hours of Service are required to be credited to an Employee on account of any single period during which the Employee performs no duties;

(2) An hour for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which no duties are performed is not required to be credited to the Employee if the payment is made or due under a plan maintained solely for the purpose of complying with applicable worker's compensation, unemployment

compensation, or disability insurance laws;

(3) Hours of Service are not required to be credited for a payment which solely reimburses an Employee for medical or medically related expenses incurred by the Employee;

(4) A payment shall be deemed to be made by or due from a Company or Related Company regardless of whether such payment is made by or due from the Company or a Related Company directly, or indirectly through, among others, a trust fund, or insurer, to which the Company or a Related Company contributes or pays premiums and regardless of whether contributions made or due to the trust fund, insurer, or other entity are for the benefit of particular Employees or on behalf of a group of Employees in the aggregate; and

(5) No more than one Hour of Service shall be credited with respect to any hour of time.

The definition of "Hour of Service" set forth herein shall also be construed in accordance with, and shall include any additional periods of service, that may be required by regulations promulgated by the United States Department of Labor. The hour of service rules stated in the Department of Labor Regulations Section 2530.200b-2(b) and -2(c) are herein incorporated by reference.

"Investment Fund" shall mean one of the funds established by the Committee for the investment of the assets of the Plan pursuant to Section 3.7.

"Investment Manager" shall mean a Fiduciary designated by the Committee under the Plan to whom has been delegated the responsibility and authority to manage, acquire or dispose of Plan assets (i) who (1) is registered as an investment adviser under the Investment Advisers Act of 1940; (2) is a bank, as defined in that Act; or (3) is an insurance company qualified to perform investment advisory services under the laws of more than one state; and (ii) who has acknowledged in writing that he is a Fiduciary with respect to the management, acquisition, and control of Plan

assets.

"Macerich Stock" shall mean the common stock of The Macerich Company.

"Normal Retirement Age" shall mean a Participant's 65th birthday, or, if later, the fifth anniversary of the date the Participant commences participation in the Plan.

"One-Year Break in Service Year" shall mean any Plan Year in which an Employee fails to complete more than 500 Hours of Service. Notwithstanding the preceding sentence and solely for purposes of this paragraph, if an Employee fails to complete more than 500 Hours of Service during a Plan Year by reason of an absence that arises because of her pregnancy, the birth or adoption of the Employee's child (or child care for a period immediately following such birth or adoption), such Employee shall not necessarily incur a One-Year Break in Service Year; rather, the Employee shall be credited for such Plan Year with (i) the Hours of Service for which the Employee would have received credit (but for such absence), if determinable, or (ii) eight Hours of Service per day during such absence. If a One-Year Break in Service Year would not occur in the Plan Year that includes the beginning of such absence even in the absence of the preceding sentence, the Employee shall receive credit for the hours specified under (i) or (ii) above in the Plan Year immediately following the Plan Year in which such absence initially occurs solely to prevent the occurrence of a One-Year Break in Service Year in such Plan Year. Notwithstanding any other provision of this paragraph, any Employee shall not be credited with more than 501 Hours of Service by reason of such absence.

"Participant" shall mean any Eligible Employee who becomes eligible for participation in accordance with the provisions of the Plan.

"Participating Affiliate" shall mean any Related Company or other entity which, with the approval of the Committee, elects to participate in the Plan. By electing to participate in the Plan, a Participating Affiliate agrees to be bound by any Plan or Trust amendment adopted by

resolution of the Board of Directors or the Committee, by the written instrument of any person to whom the Board or the Committee has delegated its authority to adopt the amendment or by any other method of amendment permitted under the Plan. If a Participating Affiliate ceases to be a Related Company, except by merger with its parent, the employment of each Employee of the Participating Affiliate shall be deemed to have terminated for purposes of the Plan, except to any extent any such Employee is required by law to continue to be treated under the Plan as an Employee of the Company.

As of February 1, 1999, the Macerich Management Company and The Macerich Company were the only Participating Affiliates in the Plan.

"Plan" shall mean The Macerich Property Management Company Profit Sharing Plan as set forth herein, now in effect or hereafter amended.

"Plan Year" shall mean the twelve-consecutive month period ending on each December 31. The Plan Year shall be the limitation year for purposes of Section 415 of the Code.

"Related Company" shall mean (i) each corporation which is a member of a controlled group of corporations (within the meaning of Section 1563(a) of the Code, determined without regard to Section 1563(a)(4) and (e)(3)(C) thereof) of which the Company is a component member, (ii) each entity (whether or not incorporated) which is under common control with the Company, as such common control is defined in Section 414(c) of the Code and Regulations issued thereunder, (iii) any organization which is a member of an affiliated service group (within the meaning of Section 414(m) of the Code) of which the Company or a Related Company is a member, and (iv) any organization which is required by regulations issued under Section 414(o) of the Code to be treated as a Related Company. For the purposes of Article IV of the Plan the phrase "more than 50 percent" shall be substituted for the phrase "at least 80 percent" each place it appears in Section 1563(a)(1) of the Code. The term "Related Company" shall also include each

predecessor employer to the extent required by Section 414(a) of the Code. Notwithstanding the foregoing, an organization shall not be considered a Related Company for any purpose under the Plan prior to the date it is considered affiliated under clauses (i) through (iv) above.

"The Macerich Company" shall mean The Macerich Company, a Maryland corporation, an affiliate of the Company.

"Trust" shall mean the trust which is established to hold and invest contributions under the Plan.

"Trustee" (or "Trustees," if more than one is appointed and acting) shall mean the trustee or trustees, whether original or successor, appointed under the Trust.

"Year of Eligibility Service" shall mean each Eligibility Computation Period during which the Employee is credited with at least 1,000 Hours of Service.

"Year of Vesting Service" shall mean a Plan Year during which an Employee is credited with at least 1,000 Hours of Service.

ARTICLE II

PARTICIPATION

Section 2.1 - Eligibility Requirements.

Each Eligible Employee who was a Participant on January 31, 1999, shall continue as a Participant. Each other Employee shall become a Participant on the Entry Date coinciding with or immediately after the later of (i) his completion of one Year of Eligibility Service, or (ii) the date on which he attains age 21; provided that he is an Eligible Employee on such Entry Date.

Section 2.2 - Participation.

Participation of a Participant shall commence as of the Entry Date specified in Section 2.1, 2.3 or 2.6, as applicable, and shall continue during the Participant's Employment with the Company and until the occurrence of a Break in Employment or until the Participant is no longer an

Eligible Employee.

An Eligible Employee on Approved Absence shall not become a Participant until the end of his Approved Absence; but a Participant who is on Approved Absence shall continue as a Participant during the period of his Approved Absence.

Notwithstanding any other provision of the Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service will be provided in accordance with Section 414(u) of the Code.

Section 2.3 - Reemployment.

(a) An Eligible Employee who has met the eligibility requirements described in Section 2.1 but who incurs a Break in Employment prior to becoming a Participant and is later reemployed as an Eligible Employee shall become a Participant as of the Entry Date which falls on or immediately after the date of his reemployment; provided that he is an Eligible Employee on such Entry Date.

(b) A Participant who incurs a Break in Employment and is later reemployed as an Eligible Employee shall resume participation immediately upon his reemployment.

(c) An Employee who incurs a Break in Employment prior to having a vested interest in an Account attributable to Company Contributions, Compensation Deferrals or Employer Profit Sharing Contributions under the Plan, shall forfeit all Years of Eligibility Service prior to the break if, during the Break in Employment, the Employee incurred a number of One-Year Break in Service Years at least equal to the greater of five or the aggregate number of Years of Eligibility Service the Employee had in the Plan before the Break in Employment. For the purpose of this subsection only and notwithstanding anything to the contrary in the Plan, a One-Year Break in Service Year shall be computed with reference to Eligibility Computation Periods, not Plan Years.

Section 2.4 - Designation of Beneficiary.

Upon forms provided by the Committee, each Eligible Employee who becomes a Participant shall designate

in writing the Beneficiary or Beneficiaries whom such Employee desires to receive any benefits payable under the Plan in the event of such Employee's death. A Participant may from time to time change his 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 Participant wishes to designate a person other than his spouse as Beneficiary, such designation shall be consented to in writing by the spouse, which consent shall acknowledge the effect of the designation and be witnessed by a Plan representative or a notary public. The Participant 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 be unnecessary if it is established (to the satisfaction of a Plan representative) that there is no spouse or that the required consent cannot be obtained because the spouse cannot be located, or because of other circumstances prescribed by Treasury Regulations. The Company, the Committee and the Trustee may rely upon a Participant's designation of Beneficiary or Beneficiaries last filed in accordance with the terms of the Plan. Upon the dissolution of marriage of a Participant, any designation of the Participant's former spouse as a Beneficiary shall be treated as though the Participant's former spouse had predeceased the Participant, unless (i) the Participant executes another Beneficiary designation that complies with this Section 2.4 and that clearly names such former spouse as a Beneficiary, or (ii) a court order presented to the Committee prior to distribution on behalf of the Participant explicitly requires the Participant to continue to maintain the former spouse as the Beneficiary. In any case in which the Participant's former spouse is treated under the Participant's Beneficiary designation as having predeceased the Participant, no heirs or other beneficiaries of the former spouse shall receive benefits from the Plan as a Beneficiary of the Participant except as provided otherwise in the Participant's Beneficiary designation.

Section 2.5 - Designation of Investments.

(a) Subject to the restrictions contained herein and in Section 3.7, each Participant shall designate on a form provided by the Committee whether and to what extent the contributions allocated to his Accounts are to be invested in the respective Investment Funds. Any Participant who does not notify the Committee of his initial choice of Investment Fund(s) shall be deemed to have elected the "default fund" designated by the Committee and announced to Participants in accordance with Section 3.7.

(b) A Participant may change the designation of Investment Funds for the investment of new contributions as well as change the allocation of his Accounts among the Investment Funds, each in accordance with Section 3.7.

(c) A former Participant who has deferred distribution of his Accounts may continue to designate the Investment Funds for the investment of his Accounts in accordance with this Section 2.5 and Section 3.7.

Section 2.6 - Special Rules for Employees of Acquired Properties.

(a) Notwithstanding any provisions contained herein to the contrary (but subject to the nondiscrimination rules of Section 401(a)(4) of the Code), in the event that the Company or a Participating Affiliate acquires a direct or indirect interest in, or agrees to become the manager of, a shopping mall or other property and the Committee or its delegate determines that this Section 2.6 shall apply with respect to such property, an individual who was employed in the management of such property immediately prior to such acquisition, or commencement of such management, and who becomes an Employee of the Company or a Participating Affiliate shall, for purposes of eligibility and vesting under this Plan, be credited with service in the management of such property prior to the acquisition, or commencement of management, by the Company or a Participating Affiliate.

(b) Each Employee described in Section 2.6(a) shall become a Participant on and shall have an Entry Date which is the first day of the month coinciding with or immediately after his completion of the applicable employment probationary

period with the Company or a Participating Affiliate (which in no case shall exceed 90 days); provided that he (i) has then completed one Year of Eligibility Service (including for this purpose, service described in Section 2.6(a)), (ii) has then attained age 21, and (iii) is then an Eligible Employee. For an Employee described in Section 2.6(a) who does not satisfy the requirements of the preceding sentence, such Employee shall become a Participant on the Entry Date generally applicable under the Plan coinciding with or immediately after the later of (i) his completion of the applicable employment probationary period with the Company or a Participating Affiliate (which in no case shall exceed 90 days), (ii) his completion of one Year of Eligibility Service (including for this purpose, service described in Section 2.6(a)), or (iii) the date on which he attains age 21; provided that he is an Eligible Employee on such Entry Date.

ARTICLE III

CONTRIBUTIONS

Section 3.1 - Company Contributions.

(a) The Company and each Participating Affiliate shall contribute to the Trust for each Plan Year, the amounts required pursuant to Section 3.2, and may contribute amounts pursuant to Section 3.3.

(b) In no event shall the aggregate contribution for any Plan Year made by the Company and any Participating Affiliates under Sections 3.2, 3.3 and 3.4, and under any other profit sharing or stock bonus plan(s) maintained by the Company or a Participating Affiliate, exceed 15% of the Compensation paid or accrued to all Participants, plus the amount of any "unused pre-87 limitation carryforwards" available under Section 404(a)(3)(A) of the Code. The Compensation taken into account for purposes of the preceding sentence shall be Compensation paid or accrued during the Company's taxable year ending with or within the Plan Year to which the Company contribution relates, but shall not include any salary reduction contributions which are excludable from Participants' income in accordance with Code Sections 125 or 402(g).

Section 3.2 - Compensation Deferrals.

(a) Subject to the limitations in Sections 3.1, 3.6, 3.7 and 4.1, each Participant may elect Compensation Deferrals, in the manner prescribed by the Committee, in whole percentages from 1% to 15% of the Participant's Compensation. A Participant's election to commence Compensation Deferrals shall be effective at the time established by the Committee, but no earlier than the first day of the first payroll period commencing after the Committee's receipt of such election. The Committee may permit telephonic elections and may adopt rules establishing the specific pay periods for which Compensation Deferrals may be made. The Participant's Compensation shall be reduced by the amount of his Compensation Deferrals, which shall be credited to the Participant's Compensation Deferral Account, and shall be made in accordance with rules established by the Committee.

(b) A Participant's Compensation Deferral percentage will remain in effect, notwithstanding any change in Compensation, until the Participant elects to change the percentage. A Participant may elect at any time to suspend, change or resume Compensation Deferrals, provided he makes an election in the manner prescribed by the Committee. The Committee may permit telephonic elections and may adopt rules specifying the frequency with which elections may be changed and the effective times of such change elections. After the Committee receives a Participant's election to suspend, change or resume Compensation Deferrals, such election shall be effective no earlier than the first day of the first payroll period following the Committee's receipt of such election.

(c) To make Compensation Deferrals under this Section 3.2, the Company will reduce the Participant's Compensation in the amount authorized by the Participant and make a contribution to the Trustee equal to such reduction as of the earliest date on which such amount can reasonably be segregated from the Company's general assets; provided, however, that such contribution shall be made no later than the fifteenth business day of the month following the date

on which such amount would otherwise have been payable to the Participant in cash, or as of such earlier or later date (in the case of any available extensions of time) as may be required or permitted by regulations issued pursuant to ERISA. Compensation Deferrals constitute Company contributions under the Plan and are intended to qualify as elective contributions under Code Section 401(k).

(d) As of the last day of the Plan Year, the Committee shall determine the amount of Compensation Deferrals in excess of those permitted under Section 3.6 of the Plan, and any excess shall be distributed to the Participant responsible for the excess Compensation Deferral in accordance with the Code, Treasury Regulations and Section 3.6.

Section 3.3 - Employer Profit Sharing Contributions.

Subject to the limitations of Sections 3.1 and 4.1, the Board of Directors, in its sole discretion, may provide that the Company and each Participating Affiliate shall make an Employer Profit Sharing Contribution for any Plan Year. The amount and timing of any such contribution shall be determined by the Board. As of the last day of the payroll period in which an Employer Profit Sharing Contribution is made, there shall be allocated to the Employer Profit Sharing Contributions Account of each Qualified Participant (as hereinafter defined) an amount equal to that portion of the total allocable Employer Profit Sharing Contribution that the Qualified Participant's Compensation for the Plan Year with respect to which the contribution is being made bears to the total Compensation of all such Qualified Participants for the Plan Year with respect to which the contribution is being made. For purposes of this Section 3.3, a "Qualified Participant" means a Participant: (i) who was credited with at least 1,000 Hours of Service during the Plan Year with respect to which the contribution pursuant to this Section 3.3 is being made and who was a Participant on the related Anniversary Date; or (ii) who terminated employment during the Plan Year with respect to which the contribution is being made due to Disability, death, or retirement on or after attaining

Normal Retirement Age.

Section 3.4 - Rollover Contributions.

The Plan shall not accept rollover contributions.

Section 3.5 - Section 402(g) Limit on Compensation Deferrals.

(a) Compensation Deferrals made on behalf of any Participant under the Plan and all other plans (which are described in Section 3.5(c)) maintained by the Company or a Related Company shall not exceed the limitation under Code Section 402(g)(1) for the taxable year of the Participant, as adjusted annually under Section 402(g)(5) of the Code, and shall be effective as of January 1 of each calendar year.

(b) In the event that the dollar limitation provided for in Section 3.5(a) is exceeded, the Participant is deemed to have requested a distribution of the excess amount by the first March 1 following the close of the Participant's taxable year, and the Committee shall distribute such excess amount, and any income allocable to such amount, to the Participant by the first April 15th thereafter.

(c) In the event that a Participant is also a participant in (i) another qualified cash or deferred arrangement as defined in Section 401(k) of the Code, (ii) a simplified employee pension, as defined in Section 408(k) of the Code, or (iii) a salary reduction arrangement, within the meaning of Section 3121(a)(5)(D) of the Code, and the elective deferrals, as defined in Section 402(g)(3) of the Code, made under such other arrangement(s) and the Plan cumulatively exceed the dollar limit under Section 3.5(a) for such Participant's taxable year, the Participant may, not later than March 1 following the close of his taxable year, notify the Committee in writing of such excess and request that the Compensation Deferrals made on his behalf under the Plan be reduced by an amount specified by the Participant. The Committee may then determine to distribute such excess in the same manner as provided in Section 3.5(b).

Section 3.6 - Section 401(k) Limitations on Compensation

Deferrals.

(a) The Committee will estimate, as soon as practical before the close of the Plan Year and at such other times as the Committee in its discretion determines, the extent, if any, to which Compensation Deferral treatment under Section 401(k) of the Code may not be available to any Participant or class of Participants. In accordance with any such estimate, the Committee may modify the limits in Section 3.2(a), or set initial or interim limits, for Compensation Deferrals relating to any Participant or class of Participants. These rules may include provisions authorizing the suspension or reduction of Compensation Deferrals above a specified dollar amount or percentage of Compensation.

(b) For each Plan Year, an actual deferral percentage will be determined for each Participant equal to the ratio of the total amount of the Participant's Compensation Deferrals allocated under Section 3.2(a) for the Plan Year divided by the Participant's Compensation in the Plan Year. For purposes of this Section 3.6, "Compensation" shall meet the requirements of Section 414(s) of the Code and Treasury Regulations issue thereunder, and shall include elective or salary reduction contributions to a cafeteria plan or cash or deferred arrangement, other than a tax-sheltered annuity under Code Section 403(b). An Employee's Compensation taken into account for this purpose shall be limited to Compensation received during the Plan Year while the Employee is a Participant. Except as otherwise provided in this Section 3.6(b), with respect to Participants who have made no Compensation Deferrals under the Plan, such actual deferral percentage will be zero.

(c) The average of the actual deferral percentages for Highly Compensated Employees in any Plan Year beginning on or after January 1, 1997 (the "High Average") when compared with the average of the actual deferral percentages for non-Highly Compensated Employees in the preceding Plan Year (the "Low Average") must meet one of the following requirements:

(1) The High Average is no greater than 1.25 times the Low Average; or

(2) The High Average is no greater than two times the Low Average, and the High Average is no greater than the Low Average plus two percentage points.

(d) If, at the end of a Plan Year, a Participant or class of Participants has excess Compensation Deferrals, then the Committee may elect, at its discretion, to pursue any of the following courses of action or any combination thereof:

(1) Excess Compensation Deferrals, and any earnings attributable thereto through the end of the Plan Year, may be distributed to the Participant within the 2-1/2 month period following the close of the Plan Year to which the excess Compensation Deferrals relate to the extent feasible, but in all events no later than 12 months after the close of such Plan Year.

Any such excess Compensation Deferrals distributed from the Plan with respect to a Participant for a Plan Year shall be reduced by any amount previously distributed to such Participant under Section 3.5(b) for the Participant's taxable year ending with or within such Plan Year.

(2) The Company, in its discretion, may make a contribution to the Plan, which will be allocated as a fixed dollar amount among the Accounts of some or all non-Highly Compensated Employees (as determined by the Company) who have (i) met the eligibility requirements of Section 2.1 or Section 2.3, as applicable, and (ii) who are Eligible Employees on the last day of the Plan Year. Such contributions shall be fully (100%) vested at all times, and shall be subject to the withdrawal restrictions which are applicable to Compensation Deferrals. Such contributions shall be considered "Qualified Non-Elective Contributions" under applicable Treasury Regulations.

(e) Excess Compensation Deferrals for Plan Years beginning on or after January 1, 1997 shall be determined by the Committee in accordance with this Section 3.6(e). The

Committee shall calculate a tentative reduction amount to the Compensation Deferrals of the Highly Compensated Employee(s) with the highest actual deferral percentage equal to the amount which, if it were actually reduced, would enable the Plan to meet the limits in (c) above, or to cause the actual deferral percentage of such Highly Compensated Employee(s) to equal the actual deferral percentage of the Highly Compensated Employee(s) with the next-highest actual deferral percentage, and the process shall be repeated until the limits in (c) above are satisfied. The aggregate amount of the tentative reduction amounts in the preceding sentence shall constitute "Refundable Contributions". The entire aggregate amount of the Refundable Contributions shall be refunded to Highly Compensated Employees. The amount to be refunded to each Highly Compensated Employee (which shall constitute his excess Compensation Deferrals) shall be determined as follows: (i) the Compensation Deferrals of the Highly Compensated Employee(s) with the highest dollar amount of Compensation Deferrals shall be refunded to the extent that there are Refundable Contributions or to the extent necessary to cause the dollar amount of Compensation Deferrals of such Highly Compensated Employee(s) to equal the dollar amount of Compensation Deferrals of the Highly Compensated Employee(s) with the next-highest Compensation Deferrals, and (ii) the process in the foregoing clause shall be repeated until the total amount of Compensation Deferrals refunded equals the total amount of Refundable Contributions. The earnings attributable to excess Compensation Deferrals will be determined in accordance with Treasury Regulations. The Committee will not be liable to any Participant (or his Beneficiary, if applicable) for any losses caused by inaccurately estimating or calculating the amount of any Participant's excess Compensation Deferrals and earnings attributable to the Compensation Deferrals.

(f) If the Committee determines that an amount to be deferred pursuant to the election provided in Section 3.2 would cause Company contributions under this and any other tax-qualified retirement plan maintained by any Company to exceed the applicable deduction limitations contained in

Section 404 of the Code, or to exceed the maximum Annual Addition determined in accordance with Article IV, the Committee may treat such amount in accordance with the rules in Section 3.6(d)(1).

(g) In the discretion of the Committee, the tests described in this Section 3.6 may be applied by aggregating the Plan with any other defined contribution plans permitted under the Code. For purposes of determining whether the Plan satisfies the requirements of this Section 3.6, all Compensation Deferrals and Elective Contributions under any other Plan maintained by the Company which is aggregated with the Plan for purposes of Section 401(a) or 410(b) of the Code (other than Section 410(b)(2)(A)(ii)) are to be treated as made under a single plan. Furthermore, if two or more plans are permissively aggregated for purposes of the test described in this Section 3.6, the aggregated plans must also satisfy Code Sections 401(a)(4) and 410(b) as though they were a single plan.

Section 3.7 - Investment Funds.

(a) Separate Investment Funds shall be established and maintained by the Committee under the Plan. The Committee may, in its discretion, terminate any Investment Fund. Pursuant to Section 7.3(b), the Committee shall determine the number of Investment Funds and the Committee, the Trustee or the Investment Manager, whichever is applicable, shall determine the investments to be made under each of the Investment Funds. One Investment Fund shall be The Macerich Company Common Stock Fund, which is a pool of assets maintained by the Trustee, invested in Macerich Stock (except for cash or cash equivalents pending distribution or investment and a short-term investment component which may be retained in the Committee's discretion to provide liquidity for such fund). The Committee shall establish such rules as it deems appropriate for determining the purchase price of any shares purchased under The Macerich Company Common Stock Fund; provided, that in no event shall the minimum purchase price per share be less than the par value thereof. Any cash dividends on Macerich Stock in The Macerich Company Common Stock Fund shall be reinvested in Macerich Stock.

(b) Pursuant to rules established by the Committee and

subject to the provisions of this Section 3.7, each Participant shall have the right and obligation to designate in which of the Investment Funds his Accounts will be invested, and to change such designation. The designation shall be made in a manner and on such forms as are established by the Committee or pursuant to such other methods (including telephonic transfers) authorized by the Committee. The Committee shall describe to the Participants the investments to be made under each Investment Fund in such detail as the Committee deems appropriate in its sole discretion. Up to 100% of the Trust assets may be invested in Macerich Stock; the amount of Trust assets that may be invested in Macerich Stock will be the amount selected by the Participants to be so invested. Notwithstanding anything to the contrary in this Section 3.7 or in Section 2.5, a Participant may not elect (i) that more than 25% of the contributions allocated to his Accounts be invested in The Macerich Company Common Stock Fund, or (ii) a transfer between Investment Funds that would result in more than 25% of the value of his Accounts being invested in The Macerich Company Common Stock Fund (although more than 25% of the value of a Participant's Accounts may, in fact, be invested, as a result of the crediting of earnings and losses with respect to the Investment Funds, in The Macerich Company Common Stock Fund). If a Participant does not make an election with respect to the investment of his Accounts, they will be invested in the "default" Investment Fund selected by the Committee as announced to Participants. The Committee may establish other rules, regulations, and procedures regarding the Investment Funds as it deems appropriate in its sole discretion.

(c) After the Committee has made the annual allocations to the Accounts for each Participant pursuant to Section 3.9, it shall notify each Participant with respect to the status of such Participant's Accounts as of such date. Such notification shall in any event be made not later than 180 days after the end of each Plan Year. The total amounts to credited to each Participant's Accounts shall represent each Participant's contingent share of the Trust as of such date. In addition, the Committee may notify each Participant of

the status of his Accounts as of any other date chosen by the Committee. Such allocation and notification shall not vest in any Participant any right, title or interest in the Trust, except to the extent, at the time or times, and upon the terms and conditions set forth herein. Neither the Company, the Trustee, nor the Committee to any extent warrants, guarantees or represents that the value of any Participant's Accounts at any time will equal or exceed the amount previously allocated or contributed thereto.

(d) For such period of time that The Macerich Company is intended to qualify as a "real estate investment trust" within the meaning of Section 856 of the Code, no Participant shall invest any portion of his Accounts in The Macerich Company Common Stock Fund to the extent that such investment would cause the Participant to own (or be deemed to own, after taking into consideration the constructive ownership rules applicable to Section 856(h)(i)(A) of the Code) more than 9.8% of the outstanding stock of The Macerich Company. The Committee may adopt such other rules or more restrictive limitations as it deems advisable with respect to Participant investments in The Macerich Company Common Stock Fund in order to assure that The Macerich Company does not become "closely held" within the meaning of Section 856(a)(6) of the Code.

Section 3.8 - Valuation of Accounts.

(a) The value of the Accounts invested in the Investment Funds shall be established on each business day by the Trustee or the applicable Investment Manager, and investment gains and losses shall be allocated to such Accounts according to the investment elections of Participants.

(b) Notwithstanding anything to the contrary herein, if the Committee determines that an alternative method of allocating earnings and losses would better serve the interests of Participants and Beneficiaries or could be more readily implemented, the Committee may substitute such alternative; provided that any such alternative method must result in Plan earnings being allocated on the general basis of Account balances.

(c) Amounts invested in The Macerich Company Common Stock

Fund shall be invested in Macerich Stock (except for cash or cash equivalents pending distribution or investment and a short-term investment component which may be retained in the Committee's discretion to provide liquidity for such fund). Cash dividends received on the Company Stock shall be used to purchase additional shares of Macerich Stock. Stock dividends and stock splits on the Macerich Stock shall be reflected by an adjustment to the number of shares of Macerich Stock held in The Macerich Company Common Stock Fund.

Section 3.9 - Forfeitures.

Any amount which has been forfeited under the Plan during the Plan Year shall be used as described in this Section 3.9. Forfeitures during a Plan Year shall be allocated on the last day of that Plan Year to the Employer Profit Sharing Contributions Account of each Qualified Participant (as hereinafter defined). The amount of forfeitures allocated to each Qualified Participant's Employer Profit Sharing Contributions Account shall equal that portion of the total allocable forfeitures that the Qualified Participant's Compensation for the Plan Year with respect to which the forfeitures are being allocated bears to the total Compensation of all such Qualified Participants for that Plan Year. For purposes of this Section 3.9, a "Qualified Participant" means a Participant: (i) who was credited with at least 1,000 Hours of Service during the Plan Year with respect to which the forfeitures are being allocated and who was a Participant on the related Anniversary Date; or (ii) who terminated employment during the Plan Year with respect to which the forfeitures are being allocated due to Disability, death, or retirement on or after attaining Normal Retirement Age.

ARTICLE IV

LIMITATION ON ANNUAL ADDITIONS

Section 4.1 - Limitation on Annual Additions.

Notwithstanding anything else contained herein, the Annual Additions (as defined in Appendix A attached hereto) to all the Accounts of a Participant shall not

exceed the lesser of $30,000 (adjusted as permitted under Section 415(d)(1) of the Code and regulations issued thereunder) or 25% of the Participant's Section 415 Compensation from the Company and all Related Companies during the Plan Year. This Section 4.1 shall be construed and interpreted in accordance with the provisions of Appendix A attached hereto.

ARTICLE V

VESTING

Section 5.1 - Fully Vested Accounts.

A Participant's Compensation Deferral Account shall be 100% vested and nonforfeitable.

Section 5.2 - Employer Profit Sharing Contributions Accounts.

(a) The interest of each Participant in his Employer Profit Sharing Contributions Account shall vest and become nonforfeitable up to a maximum of 100% as follows:

(i) A Participant shall become 100% vested if, while an Employee, he attains his Normal Retirement Age, incurs a Disability, or dies; or

(ii) A Participant shall become vested in accordance with the following schedule:

Years of Vesting Service	Percentage Vested
less than 3	0%
3	20%
4	40%
5	60%
6	80%
7 or more	100%

(b) If a Participant incurs a One-Year Break in Service Year before he has a vested interest in his Employee Profit Sharing Contributions Account under this Article V, in determining his Years of Vesting Service under this Section 5.2, all Years of Vesting Service earned before the One-Year Break in Service Year shall be forfeited if the consecutive number of One-Year Break in Service Years equals or exceeds the greater of five or the Years of Vesting Service earned before the One-Year Break in Service Year.

(c) All Years of Vesting Service shall be taken into account in determining the vested percentage in a Participant's Employer Profit Sharing Contributions Account. If a Participant incurs a Break in Employment which is followed by five consecutive One-Year Break in Service Years and is subsequently reemployed, no Year of Vesting Service after such five consecutive One-Year Break in Service Years shall be taken into account in determining the vested percentage in a Participant's Employer Profit Sharing Contributions Account accrued up to any such One-Year Break in Service Year.

(d) When a Participant ceases to participate and receives distribution of his Employer Profit Sharing Contributions Account, such portion of his Employer Profit Sharing Contributions Account as of the coinciding or next following Anniversary Date as is not vested shall be forfeited and allocated in the manner provided in Section 3.9 as of such Anniversary Date. For purposes of the preceding sentence, a Participant who ceases to participate in the Plan and whose nonforfeitable percentage in his Employer Profit Sharing Contributions Account is zero, shall be deemed to have received a complete distribution of the nonforfeitable portion of his Employer Profit Sharing Contributions Account. If a former Participant who has suffered a forfeiture on account of his termination of participation in accordance with this subsection (d) is reemployed as an Employee by the Company before incurring five consecutive One-Year Break in Service Years and repays to the Plan all money distributed from his Employer Profit Sharing Contributions Account prior to 60 months after such reemployment, any amounts so forfeited (unadjusted for any increase or decrease in the value of Trust assets subsequent to the Anniversary Date on which the forfeiture occurred) shall be reinstated to the Participant's Employer Profit Sharing Contributions Account within a reasonable time after such repayment. Such reinstatement shall be made from forfeitures of Participants occurring during the Plan Year in which such reinstatement occurs to the extent such forfeitures are attributable to contributions by the same Company (or a Company that is a Related Company to that

Company) and earnings on such contributions; provided, however, if such forfeitures are not sufficient to provide such reinstatement, the reinstatement shall be made from the current year's contribution by that Company to the Plan. When a Participant ceases to participate and incurs five consecutive One-Year Break in Service Years, such portion of his Employer Profit Sharing Contributions Account as is not vested (and was not previously forfeited in accordance with the foregoing provisions of this subsection) shall be forfeited and allocated in the manner provided in Section 3.9 as of the Anniversary Date occurring on or immediately following the date the Participant incurred such five consecutive One-Year Break in Service Years.

(e) Notwithstanding the preceding subsections, in the case of a Participant who incurs a Break in Employment prior to the first Plan Year beginning after 1984, the word "one" shall be substituted for "five" in subsections (b), (c) and/or (d) if such substitution results in the following conditions being met: in the case of subsection (b), the described forfeiture would have occurred prior to the first Plan Year beginning after 1984; or, in the case of subsections (c) and (d), a One-Year Break in Service Year would have occurred before the first Plan Year beginning after 1984.

ARTICLE VI

DISTRIBUTIONS

Section 6.1 - Distribution of Benefits.

(a) Benefits shall become distributable to a Participant or his Beneficiary (in the case of death) upon the Participant's Break in Employment.

(b) The amount of the benefits distributable to a Participant shall be the vested amount credited to such Participant's Accounts as of the date (or, if installments are elected in accordance with Section 6.1(c), dates) on which the amount representing the distribution is liquidated from the appropriate Investment Funds pending distribution.

(c) Distributions shall be in the form of a single cash lump sum paid as soon as administratively practicable after the date benefits become distributable unless an alternative

form of distribution is elected in accordance with this Section 6.1(c).

Subject to the other provisions of this Section 6.1(c) and such rules and procedures as the Committee may adopt, a participant may elect to receive his distribution in the form of annual or more frequent cash installments to be paid over a period not longer than the joint life and last survivor expectancy of the Participant and his spouse, if any, reasonably determined from the expected return multiples prescribed in Treas. Reg. Section 1.72-9. If installment payments are elected, the balance of the Participant's Accounts remaining in the Plan during the period in which installments are being paid shall continue to be invested in the Investment Funds in accordance with the Participant's elections in accordance with Section 2.5 and Section 3.7. Installment payments shall be made as soon as administratively practicable after the dates elected by the Participant.

A Participant may elect an alternate form of distribution (or elect to change a prior alternate form of distribution election) in such manner and at such time as the Committee may prescribe; provided that (i) such election must be in writing and on a form approved by the Committee, and (ii) in order to be valid, the election must be received by the Committee (or its delegate) prior to the date that benefits are actually paid (or, in the case of installments, the date installments commence).

(d) The value of the amount distributed in the form of cash from the portion of a Participant's Accounts invested in The Macerich Company Common Stock Fund shall be the net proceeds at the sale of the Macerich Stock liquidated pending distribution, plus cash for any fractional share which is not liquidated. If a Participant's Accounts are invested in The Macerich Company Common Stock Fund on the record date for a dividend payment declared by The Macerich Company on its Common Stock and a distribution from The Macerich Company Common Stock Fund is made to the Participant or his Beneficiary after such record date but before the actual payment of the dividend by The Macerich Company or the

crediting of such dividend to the Participant's Accounts, the Participant's benefits in respect of such dividend shall be distributed to the Participant as soon as administratively practicable after the date of actual payment of the dividend by The Macerich Company.

(e) Notwithstanding the foregoing, if the nonforfeitable balance in the Participant's Accounts has ever exceeded $5,000 (or, if greater, such other amount as may be provided for under Section 411(a)(11)(A) of the Code or the Treasury Regulations promulgated thereunder), distribution shall be made upon a Break in Employment only if the Participant so requests or consents to a distribution of the nonforfeitable balance of his Accounts in writing. An explanation of the Participant's right to defer distribution of the nonforfeitable balance of his Accounts shall be provided to the Participant no less than 30 and no more than 90 days before the date such distribution is to be made (consistent with such regulations as the Secretary of the Treasury may prescribe). If a Participant does not so request or consent, (unless Treasury Regulations otherwise provide and the Committee adopts different rules) distribution of the amounts payable shall be delayed until after the end of the Plan Year in which the Participant attains Normal Retirement Age.

(f) If a terminating Participant consents to immediate distribution (in a lump sum or installments), the nonvested portion of his Accounts, if any, shall be forfeited and his rights with respect to the forfeited portion shall be governed by Section 5.2.

(g) If the nonforfeitable balance of a terminating Participant's Accounts is a distribution to which Sections 401(a)(11) and 417 of the Code do not apply, such distribution may commence less than 30 days after the notice described in subsection (e) is given, provided that: (i) the Committee clearly informs the Participant that the Participant has the right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and (ii) the Participant,

after receiving the notice, affirmatively elects an immediate distribution.

(h) In the event of the death of a Participant prior to distribution, distribution of his Accounts shall be made to his Beneficiary as soon as practicable after the Participant's death, but in no event shall distribution be made (or installments commence) later than the last day of the calendar year following the calendar year in which the death occurs. Such distribution shall be made in the form of a single lump sum unless, at the time of the Participant's or former Participant's death, he was receiving installment payments or had elected installment payments pursuant to Section 6.1(c), in which case payment shall be made or shall continue to be made in accordance with the installment schedule elected by the Participant or former Participant.

(i) Installment payments pursuant to Section 6.1(c) may be elected only by Participants who are entitled to receive a distribution of at least $5,000 (or, if greater, such other amount as may be provided for under Section 411(a)(11)(A) of the Code or the Treasury Regulations promulgated thereunder). The Committee may establish other rules, regulations, and procedures regarding installments available and elected under Section 6.1(c) as it deems appropriate in its sole discretion.

Section 6.2 - Normal Retirement Age Withdrawal.

A Participant who has not incurred a Break in Employment may withdraw all or a portion of his vested Accounts after he attains Normal Retirement Age. Such withdrawal shall be made in the manner prescribed by the Committee. A Participant may make only one (1) withdrawal pursuant to this Section 6.2.

Section 6.3 - Hardship Withdrawals.

(a) Subject to the approval of the Committee and guidelines promulgated by the Committee, withdrawals from the Participant's Compensation Deferral Account and/or Employer Profit Sharing Contributions Account may be permitted to meet a financial hardship resulting from:

(1) Uninsured medical expenses previously incurred by the Participant, or the Participant's spouse or dependent or necessary to obtain such medical care;

(2) The purchase (excluding mortgage payments) of a principal residence of the Participant;

(3) The payment of tuition for the next 12 months of post-secondary education for the Participant, or the Participant's spouse, children or dependents;

(4) The prevention of eviction of the Participant from his principal residence, or foreclosure on the mortgage of the Participant's principal residence; and

(5) Any other event described in Treasury Regulations or rulings as an immediate and heavy financial need and approved by the Committee as a reason for permitting distribution under this Section 6.3.

The Committee shall determine, in a non-discriminatory manner, whether a Participant has a financial hardship. A distribution may be made under this Section 6.3 only if such distribution does not exceed the amount required to meet the immediate financial need created by the hardship (including taxes or penalties reasonably anticipated from the distribution) and is not reasonably available from other resources of the Participant.

(b) The withdrawal amount shall not in any event exceed the value of the Participant's Compensation Deferral Account and/or Employer Profit Sharing Contributions Account, as applicable, as of the date immediately preceding the date of the Committee's acceptance of the Participant's written application for a hardship withdrawal. In addition, except as provided otherwise in the following sentence, the amount of any withdrawal pursuant to this Section 6.3 from a Participant's Compensation Deferral Account shall not exceed the value of the Participant's Compensation Deferrals to such Account, less previous withdrawals and excluding earnings. Notwithstanding the foregoing, any distribution under this Section 6.3 may include earnings accrued to the Participant's Compensation Deferral Account prior to 1989. No withdrawal from a Participant's Employer Profit Sharing

Contributions Account may be made pursuant to this Section 6.3 until after the date that the Participant becomes 100% vested in such Account. Payment of the withdrawal shall be in a single sum as soon as administratively practicable after the withdrawal is approved by the Committee and in no event later than the end of the month following the month in which the withdrawal is approved by the Committee.

(c) A Participant shall not be permitted to make any withdrawals under this Section 6.3 until he has obtained all distributions, other than hardship distributions, and all non-taxable loans currently available under all qualified profit sharing and retirement plans maintained by the Company or a Related Company. A Participant may not make more than one withdrawal pursuant to this Section 6.3 in any 12-month period.

(d) The Participant's request for a withdrawal shall include his written statement that the need cannot be relieved: (i) through reimbursement or compensation by insurance or otherwise; (ii) by reasonable liquidation of the Participant's assets, to the extent such liquidation would not itself cause immediate and heavy financial need; (iii) by cessation of Compensation Deferrals under the Plan; (iv) by other distributions or nontaxable loans currently available from plans maintained by the Company or a Related Company; or (v) by borrowing from commercial sources on reasonable commercial terms.

(e) If a Participant withdraws any amount from his Compensation Deferral Account pursuant to this Section 6.3, he must agree in writing that he shall be unable to elect that any Compensation Deferrals or any other employee contributions (excluding mandatory employee contributions to a defined benefit plan) be made on his behalf under the Plan or under any other plan maintained by the Company or a Related Company until one year after receipt of the withdrawal. For purposes of the preceding sentence, a plan includes any qualified plan or nonqualified plan of deferred compensation and any stock purchase or stock option plan, but does not include cafeteria plans or any other health or

welfare benefit plans. In addition, a Participant who withdraws any amount from his Compensation Deferral Account pursuant to this Section 6.3 shall be unable to elect any Compensation Deferrals under the Plan or under any other plan maintained by the Company or a Related Company for the Participant's taxable year immediately following the taxable year of the withdrawal to any extent that such Compensation Deferral would exceed the applicable limit under Section 402(g) of the Code for such taxable year, reduced by the amount of such Participant's Compensation Deferrals for the taxable year of the withdrawal.

Section 6.4 - Qualified Domestic Relations Orders.

Subject to the procedures established by the Committee under Section 9.4(b), benefits may be paid from the nonforfeitable balance of a Participant's Accounts in accordance with a qualified domestic relations order as defined in Section 414(p) of the Code without regard to whether the Participant has attained the "earliest retirement age," as defined in Section 414(p) of the Code.

Section 6.5 - Inability to Locate Participant.

In the case of any distribution of an account under the Plan, if the Committee is unable to make such payment within three years after payment is due a Participant or Beneficiary because it cannot locate such Participant or Beneficiary, the Trustee shall direct that such amount shall be forfeited and such amount shall be allocated as described in Section 3.9. If, after such forfeiture, the Participant or Beneficiary later claims such benefit, such account shall be reinstated from forfeitures of Participants in the Plan occurring during the Plan Year in which such reinstatement occurs; provided, however, that if such forfeitures are not sufficient to provide such reinstatement, an additional Company contribution shall be made for the Plan Year in which reinstatement occurs to cover such reinstatement. Establishment of an account through such reinstatement shall not be deemed an "annual addition" under Section 415 of the Code or Article IV of the Plan.

Section 6.6 - Limitations on Distributions.

(a) When benefits become distributable, the Committee shall direct the Trustee to distribute the amount described above promptly, the payment of such benefits to commence, notwithstanding anything to the contrary contained herein, no later than 60 days following the close of the later of the Plan Year in which (i) a Participant reaches Normal Retirement Age, (ii) the Participant incurs a Severance from Service, or (iii) occurs the 10th anniversary of the year in which the Participant commenced participation in the Plan (unless the amount of the Participant's benefit has not been calculated by that date or the Participant cannot be located, in which case distribution shall begin no later than 60 days after the payment can be calculated or the Participant located).

(b) Notwithstanding anything to the contrary contained herein, the distribution options under the Plan shall comply with Section 401(a)(9) of the Code and regulations promulgated thereunder, which are hereby incorporated by this reference as a part of the Plan. Accordingly, unless otherwise permitted by law, the entire interest of each Participant shall be distributed in a single lump sum, by April 1 of the calendar year following the calendar year in which the Participant reaches age 70-1/2. Except as provided by law, a Participant who reached age 70-1/2 before January 1, 1988 and who was not a five percent owner of the Company at any time during the Plan Year ending with or within the calendar year in which the Participant attains age 66-1/2 or thereafter, is not required to receive distribution of his interest until he separates from service. If a Participant receives a distribution upon his or her required beginning date (described above) and continues employment past the required beginning date, additional distributions shall be made annually to reflect additional accruals in accordance with Treasury Regulations. Effective January 1, 1997, the requirement that distributions commence following age 70-1/2, but before termination of employment, shall only apply in the case of a Participant who is a five percent (5%) owner with respect to

the Plan Year in which the Participant attains age 70-1/2. For all Participants other than the 5% owners referred to in the preceding sentence, it is intended that distributions prior to termination of employment be limited to the amount, if any, required under Code Section 411(d)(6)(B)(ii). Accordingly, (i) no distribution to such a Participant shall be made unless the Participant elects to commence distributions, (ii) the amount of the distributions to such a Participant shall not exceed the amount which the Participant would have been required to receive, based upon the Participant's Account balance as of December 31, 1996 under the terms of this Plan as they existed at such time, and (iii) if, by regulation, ruling or otherwise, it is established that it is permissible to delay any distributions for such a Participant until the Participant terminates employment, then distributions shall be so delayed. In the case of any Participant whose distributions commenced before January 1, 1997, distributions shall cease for the 1997 and subsequent Plan Years if the employee so elects.

(c) Distributions from the Plan are subject to all applicable employment and income tax withholding requirements of the Code.

Section 6.7 - Direct Rollovers.

(a) This Section 6.7 applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's (as defined below) election under this Section 6.7, if a Distributee will receive an Eligible Rollover Distribution (as defined below) of at least $200, the Distributee may elect, at the time and in the manner prescribed by the Committee, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan (as defined below) specified by the Distributee in a Direct Rollover; provided, however, that a Distributee may not elect to have an Eligible Rollover Distribution of less than $500 paid directly to an Eligible Retirement Plan unless the Distributee elects to have his entire Eligible Rollover Distribution paid directly to the

Eligible Retirement Plan.

(b) Definitions.

(1) An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; and the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and any other type of distribution which the Internal Revenue Service announces (pursuant to regulation, notice or otherwise) is not an Eligible Rollover Distribution.

(2) An "Eligible Retirement Plan" is an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, that accepts the Distributee's Eligible Rollover Distribution. However, in the case of an Eligible Rollover Distribution to the Surviving Spouse, an Eligible Retirement Plan is an individual retirement account or individual retirement annuity.

(3) A "Distributee" includes an Employee or former Employee. In addition, the Employee's or former Employee's Surviving Spouse and the Employee's or former Employee's Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Section 414(p) of the Code, are Distributees with regard to the interest of the Spouse or former Spouse.

(4) A "Direct Rollover" is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

ARTICLE VII

THE COMMITTEE

Section 7.1 - Members.

A committee (hereinafter referred to as the "Committee") shall be appointed by, and shall serve at the pleasure of, the Board. The number of members comprising the Committee shall be determined by the Board which may from time to time vary the number of members. A member of the Committee may resign by delivering a written notice of resignation to the Board. The Board may remove any member by delivering a certified copy of its resolution of removal to such member. Vacancies in the membership of the Committee shall be filed promptly by the Board.

Section 7.2 - Committee Action.

The Committee shall choose a Chairman for the Committee and a Secretary. The Secretary shall keep minutes of the Committee's proceedings and all records and documents pertaining to the Committee's administration of the Plan. Any action of the Committee shall be taken pursuant to the vote or written consent of a majority of its members present, and such action shall constitute the action of the Committee and be binding upon the same as if all members had joined therein. A member of the Committee shall not vote or act upon any matter which relates solely to himself as a Participant. The Chairman or any other member or members of the Committee designated by the Chairman may execute any certificate or other written direction on behalf of the Committee. The Trustee or any third person dealing with the Committee may conclusively rely upon any certificate or other written direction so signed.

Section 7.3 - Rights and Duties.

(a) The Company shall be the Plan Administrator (as defined in Section 3(16)(A) of ERISA.) The Company delegates its duties under the Plan to the Committee. The Committee shall act as the Fiduciary with respect to control and management of the Plan for purposes of ERISA on behalf of the Participants and their Beneficiaries, shall enforce the Plan in accordance with its terms, shall be charged with the

general administration of the Plan, and shall have all powers necessary to accomplish its purposes, including, but not by way of limitation, the following:

(1) To determine all questions relating to the eligibility of Employees to participate;

(2) To construe and interpret the terms and provisions of the Plan;

(3) To compute, certify to, and direct the Trustee with regard to the amount and kind of benefits payable to Participants and their Beneficiaries;

(4) To authorize all disbursements by the Trustee from the Trust;

(5) To maintain all records that may be necessary for the administration of the Plan other than those maintained by the Trustee;

(6) To provide for the disclosure of all information and the filing or provision of all reports and statements to Participants, Beneficiaries or governmental agencies as shall be required by ERISA or other law, other than those prepared and filed by the Trustee;

(7) To make and publish such rules for the regulation of the Plan as are not inconsistent with the terms hereof;

(8) To appoint a plan administrator or, any other agent, and to delegate to them or to the Trustee such powers and duties in connection with the administration of the Plan as the Committee may from time to time prescribe, and to designate each such administrator or agent as Fiduciary with regard to matters delegated to him; and

(9) To make decisions on claims in a manner consistent with regulations of the Secretary of Labor for presentation of claims by Participants and Beneficiaries for Plan benefits, which shall include consideration of such claims, review of claim denials and issuance of a decision on review. Such claims decisions shall at a minimum consist of the following:

(A) The Committee shall notify Participants and, where appropriate, Beneficiaries of their right to claim

benefits under the claims procedures, and shall provide the name of the person or persons with whom such claims should be filed.

(B) The Committee shall act upon claims initially made and communicate a decision to the claimant promptly and, in any event, not later than 90 days after the claim is received by the Committee, unless special circumstances require an extension of time for processing the claim. If an extension is required, notice of the extension shall be furnished the claimant prior to the end of the initial 90-day period, which notice shall indicate the reasons for the extension and the expected decision date. The extension shall not exceed 90 days. The claim may be deemed by the claimant to have been denied for purposes of further review described below in the event a decision is not furnished to the claimant within the period described in the three preceding sentences. Every claim for benefits which is denied shall be denied by written notice setting forth in a manner calculated to be understood by the claimant (i) the specific reason or reasons for the denial, (ii) specific reference to any provisions of the Plan on which denial is based, (iii) description of any additional material or information necessary for the claimant to perfect his claim with an explanation of why such material or information is necessary, and (iv) an explanation of the procedure for further reviewing the denial of the claim under the Plan.

(C) The Committee shall review claim denials if review is timely requested. The review given after denial of any claim shall be a full and fair review with the claimant or his duly authorized representative having 60 days after receipt of denial of his claim to request such review, the right to review all pertinent documents and the right to submit issues and comments in writing.

(D) The Committee shall issue a decision not later than 60 days after receipt of a request for review from a claimant unless special circumstances, such as the need to hold a hearing, require a longer period of time, in which case a decision shall be rendered as soon as possible but not later than 120 days after receipt of the claimant's request

for review. The decision on review shall be in writing and shall include specific reasons for the decision written in a manner calculated to be understood by the claimant with specific reference to any provisions of the Plan on which the decision is based.

(b) With respect to management or control of investments, the Committee shall have the power to direct the Trustee in writing with respect to the investment of the Trust assets or any part thereof. Where investment authority, management and control of Trust assets have been delegated to the Trustee by the Committee, the Trustee shall be the Fiduciary with respect to the investment, management and control of the Trust assets contributed by the Company and Participants with full discretion in the exercise of such investment, management and control. Except as otherwise provided by law, the Committee may appoint one or more Investment Manager(s), as defined in Section 1.2 of the Plan, to invest the Trust assets or any part thereof. Where investment authority, management, and control of Trust assets is not specifically delegated to the Trustee, the Trustee shall be subject to the direction of the Committee or the Investment Manager(s) appointed by the Committee, if any, regarding the investment, management and control of such assets, and in such case the Committee, or the Investment Manager(s), as the case may be, shall be the Fiduciary with respect to the investment, management and control of such assets.

(c) Each Fiduciary under the Plan and Trust shall be solely responsible for its own acts or omissions. Except to the extent required by ERISA or the Code, no Fiduciary shall have the duty to question whether any other Fiduciary is fulfilling any or all of the responsibilities imposed upon such other Fiduciary by ERISA or by any regulations or rulings issued thereunder. No Fiduciary shall have any liability for a breach of fiduciary responsibility of another Fiduciary with respect to the Plan or Trust unless he knowingly participates in such breach, knowingly undertakes to conceal such breach, has actual knowledge of such breach and fails to take reasonable remedial action to remedy said breach or, through his negligence in performing his own specific fiduciary responsibilities, has enabled

such other Fiduciary to commit a breach of the latter's fiduciary responsibilities.

Section 7.4 - Procedure for Establishing Funding Policy -- Transmittal of Information.

In order to enable the Committee to establish a funding policy and perform its other functions under the Plan, the Company shall supply full and timely information to the Committee on all matters relating to the Compensation, employment, retirement, death, or the cause for termination of employment of each Participant and such other pertinent facts as may be required. The Committee shall advise the Trustee and the Investment Manager, as appropriate, of such of the foregoing facts as may be pertinent to the duties of the Trustee and Investment Manager under the Plan.

Section 7.5 - Other Information.

To enable the Committee to perform its functions, the Company shall supply full and timely information to the Committee on all matters relating to the compensation of all Participants, their employment, retirement, death or other cause for termination of employment, and such other pertinent facts as the Committee may require; and the Committee shall advise the Trustee of such of the foregoing facts as may be pertinent to the Trustee's duties under the Plan.

Section 7.6 - Compensation, Bonding, Expenses and Indemnity.

(a) The members of the Committee shall serve without compensation for their services hereunder.

(b) Members of the Committee and any delegates shall be bonded to the extent required by Section 412(a) of ERISA and the regulations thereunder. Bond premiums and all expenses of the Committee or of any delegate who is an employee of the Company shall be paid by the Company and the Company shall furnish the Committee and any such delegate with such clerical and other assistance as is necessary in the performance of their duties.

(c) The Committee is authorized at the expense of the Company to employ such legal counsel as it may deem advisable to assist in the performance of its duties hereunder. Expenses and fees in connection with the administration of the Plan and the Trust shall be paid from the Trust assets to the fullest extent permitted by law, unless the Company determines otherwise.

(d) To the extent permitted by applicable state law, the Company shall indemnify and save harmless the Committee and each member thereof, the Board of Directors and any delegate of the Committee who is an employee of the Company against any and all expenses, liabilities and claims, including legal fees to defend against such liabilities and claims arising out of their discharge in good faith of responsibilities under or incident to the Plan, other than expenses and liabilities arising out of willful misconduct. This indemnity shall not preclude such further indemnities as may be available under insurance purchased by the Company or provided by the Company under any by-law, agreement or otherwise, as such indemnities are permitted under state law. Payments with respect to any indemnity and payment of any expenses and fees under this Section 7.6 shall be made only from assets of the Company and shall not be made directly or indirectly from Trust assets.

Section 7.7 - Manner of Administering.

The Committee shall have full discretion to construe and interpret the terms and provisions of the Plan, which interpretation or construction shall be final and binding on all parties, including but not limited to the Company and any Participant or Beneficiary, except as otherwise provided by law. The Committee shall administer such terms and provisions in a uniform and nondiscriminatory manner and in full accordance with any and all laws applicable to the Plan.

Section 7.8 - Duty of Care.

In the exercise of the powers and duties of the Committee as Plan Administrator and Fiduciary with respect to the investment, management and control of the Plan, each

member of the Committee shall use the care, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

Section 7.9 - Committee Report.

The Committee shall apprise the Board of Directors of the investment results of the Plan and shall report such other information as may be appropriate to inform the Board of Directors of the status and operation of the Plan and Trust.

Section 7.10 - Expenses of Plan and Trust.

Expenses of administering the Plan and Trust shall, unless paid by the Company, be paid from the Trust.

ARTICLE VIII

AMENDMENT AND TERMINATION

Section 8.1 - Amendments.

The Company shall have the right to amend or modify the Plan by resolution of the Board of Directors and to amend or cancel any amendments. Furthermore, the Committee has the authority to adopt any amendment to the Plan which does not have the effect of changing applicable vesting schedules or increasing the obligation of the Company or any Participating Affiliate to make contributions to the Plan. Any amendment shall be stated in an instrument in writing, executed in the same manner as the Plan. Except as may be required to permit the Plan and Trust to meet the requirements for qualification and tax exemption under the Code, or the corresponding provisions of other or subsequent revenue laws or of ERISA, no amendment may be made which may:

(a) Cause any of the assets of the Trust, at any time prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, to be used for or diverted to purposes other than for the exclusive benefit of Participants or their Beneficiaries;

(b) Decrease the accrued benefit of any Participant or Beneficiary within the meaning of Section 411(d)(6) of the Code;

(c) Create or effect any discrimination in favor of Participants who are Highly Compensated Employees; and

(d) Increase the duties or liabilities of the Trustee without its written consent.

If the Company adopts an amendment changing the vesting schedule under the Plan, a Participant may irrevocably elect that such amendment shall not apply to him if he has completed at least three Years of Service prior to the end of an election period which begins on the date the amendment is adopted and ends on a date sixty days after the latest of (i) the date the amendment is adopted, (ii) the date the amendment becomes effective, or (iii) the date the Participant is issued written notice of the amendment by the Committee.

Section 8.2 - Discontinuance of Plan.

(a) It is the Company's expectation that the Plan and the payment of contributions hereunder will be continued indefinitely, but continuance of the Plan by the Company is not assumed as a contractual obligation, and the Company reserves the right to permanently discontinue contributions hereunder. In the event of the complete discontinuance of contributions by the Company, the entire interest of each Participant affected thereby shall immediately become 100% vested. The Company shall not be liable for the payment of any benefits under the Plan and all benefits hereunder shall be payable solely from the assets of the Trust.

(b) The Company may terminate the Plan at any time. Upon complete termination or partial termination of the Plan, the entire interest of each of the affected Participants shall become 100% vested. The Trustee shall thereafter, upon direction of the Committee, distribute to the Participants the amounts in their Accounts in the same manner as set forth in Article VI.

Section 8.3 - Failure to Contribute.

Any failure by the Company to contribute to the Trust in any year when no contribution is required under

the Plan shall not of itself be a discontinuance of contributions under the Plan.

Section 8.4 - Plan Merger or Consolidation; Transfer of Plan Assets.

(a) The Plan shall not be merged or consolidated with, nor shall its assets or liabilities be transferred to, any other plan unless each Participant in the Plan (if the Plan then terminated) would receive a benefit immediately after the merger, consolidation or transfer which is equal to or greater than the benefit such Participant would have been entitled to receive immediately before the merger, consolidation or transfer (if the Plan had been terminated). Where the foregoing requirement is satisfied, the Plan and its related Trust may be merged or consolidated with another qualified plan and trust.

(b) The Committee may, in its discretion, authorize a plan to plan transfer, provided such a transfer will meet the requirements of Section 414(l) of the Code and that all other actions legally required are taken. In the event of a transfer of assets from the Plan pursuant to this subsection, any corresponding benefit liabilities shall also be transferred.

ARTICLE IX

MISCELLANEOUS

Section 9.1 - Contributions Not Recoverable.

Except where contributions or earnings are required to be returned to the Company by the provisions of the Plan as permitted or required by ERISA or the Code, it shall be impossible for any part of the contributions or earnings made under the Plan to be used for, or diverted to, purposes other than the exclusive benefit of Participants or their Beneficiaries. Notwithstanding this or any other provision of the Plan, the Company shall be entitled to recover, and the Participants under the Plan shall have no interest in (i) any contributions made under the Plan by mistake of fact, so long as the contribution is returned within one year after payment, and (ii) in the event that

the Company receives an adverse determination from the Internal Revenue Service with respect to the Plan's initial qualification with the result that the Trust is not exempt from Federal income tax and the Company's contributions to the Trust are not deductible in determining its Federal income tax, any contributions and earnings made prior to that time, so long as such amounts are returned within one year after such determination and the application for determination was made by the time prescribed by law for filing the Company's return for the taxable year in which the Plan was adopted or such later date as the Secretary of the Treasury may prescribe, and (iii) any contributions for which deduction is disallowed under Section 404 of the Code, so long as the contributions are returned to the Company within one year following such disallowance or as permitted or required by the Code or ERISA. In the event of such mistake of fact, determination by the Commissioner, or disallowance of deductions, contributions shall be returned to the Company, subject to the limitations, if any, of Section 403(c) of ERISA. All contributions to the Plan (other than rollover contributions) are conditioned upon the deductibility of the contributions under Code Section 404.

Section 9.2 - Limitation on Participant's Rights.

Participation in the Plan shall not give any Employee the right to be retained as an Employee of the Company or any right or interest under the Plan other than as herein provided. The Company reserves the right to dismiss any Employee without any liability for any claim either against the Trustee, the Trust except to the extent provided in the Trust, or against the Company. All benefits under the Plan shall be provided solely from the assets of the Trust.

Section 9.3 - Receipt or Release.

Any payment to any Participant or Beneficiary in accordance with the provisions of the Plan shall, to the extent thereof, be in full satisfaction of all claims against the Trustee, the Committee, and the Company. The Trustee may require such Participant or Beneficiary, as a condition precedent to such payment, to execute a receipt

and release to such effect.

Section 9.4 - Alienation.

(a) None of the benefits, payments, proceeds or claims of any Participant or Beneficiary shall be subject to any claim of any creditors and, in particular, the same shall not be subject to attachment or garnishment or other legal process by any creditor, nor shall any such Participant or Beneficiary have the right to alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments or proceeds which such Participant or Beneficiary may expect to receive, contingently or otherwise, under the Plan.

(b) Notwithstanding subsection (a), the right to a benefit payable with respect to a Participant pursuant to a "qualified domestic relations order" (within the meaning of Code Section 414(p)) may be created, assigned or recognized. The Committee shall establish reasonable procedures to determine the qualified status of domestic relations orders and to administer distributions under such qualified orders. In the event a qualified domestic relations order exists with respect to a benefit payable under the Plan, the benefits otherwise payable to a Participant or Beneficiary shall be payable to the alternate payee specified in the qualified domestic relations order. In addition, anything in the Plan to the contrary notwithstanding, the Committee shall follow any distribution requirement contained in a Qualified Domestic Relations Order which provides for an earlier lump sum distribution than would otherwise be permitted under the Plan.

(c) Notwithstanding subsection (a), the Plan may offset against the Account(s) of a Participant any amount that the Participant is ordered or required to pay under a judgment, order, decree or settlement agreement described in ERISA Section 206(d)(4), subject to the joint and survivor requirements of ERISA Section 206(d)(4)(C) and ERISA Section 206(d)(5), if applicable.

Section 9.5 - Persons Under Incapacity.

In the event any amount is payable under the Plan

to a person for whom a conservator has been legally appointed, the payment shall be distributed to the duly appointed and currently acting conservator, without any duty on the part of the Committee to supervise or inquire into the application of any funds so paid.

Section 9.6 - Governing Law.

The Plan shall be construed, administered, and governed in all respects under applicable federal law, and to the extent that federal law is inapplicable, under the laws of the State of California; provided, however, that if any provision is susceptible to more than one interpretation, such interpretation shall be given thereto as is consistent with the Plan's remaining qualified within the meaning of Section 401(a) of the Code. 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.

Section 9.7 - Headings, etc. Not Part of Plan.

Headings and subheadings in the Plan are inserted for convenience of reference only and are not to be considered in the construction of the provisions hereof.

Section 9.8 - Masculine Gender Includes Feminine.

As used in the Plan, the masculine gender shall include the feminine gender.

Section 9.9 - Instruments in Counterparts.

The Plan may be executed in several counterparts, each of which shall be deemed an original, and said counterparts shall constitute but one and the same instrument, which may be sufficiently evidenced by any one counterpart.

Section 9.10 - Successors and Assigns; Reorganization of Company.

The Plan shall inure to the benefit of, and be binding upon the parties hereto and their successors and assigns. If the Company merges or consolidates with or into

a successor, the Plan shall continue in effect unless the successor terminates the Plan.

Section 9.11 - Loans to Participants.

No Loans to Participants shall be permitted under this Plan.

Section 9.12 - Top-Heavy Plan Requirements.

For any Plan Year for which the Plan is a Top-Heavy Plan, as defined in Section B.3 of Appendix B, attached hereto, and despite any other provisions of the Plan to the contrary, the Plan will be subject to the provisions of Appendix B.

Section 9.13 - Rule 16b-3 Provisions.

The Committee may (but need not) adopt such rules and/or take such actions or implement such measures and/or limitations as it deems desirable in order to comply with 17 C.F.R. 140.16b-3, promulgated under Section 16 of the Securities Exchange Act of 1934, as amended ("SEC Section 16"). Neither the Company, the Board, the Committee, the Trustee nor the Plan shall have any liability to any Participant in the event that any Participant has any liability under SEC Section 16 due to any rule so adopted, the failure to adopt any rule, any Plan provision (or lack thereof), any transaction in the Plan or otherwise.

IN WITNESS WHEREOF, the undersigned has caused this document to be executed by its duly authorized officer on this 20 day of December, 1998.

MACERICH PROPERTY MANAGEMENT COMPANY

By /s/ Richard A. Bayer
Its General Counsel & Secretary

APPENDIX A

ANNUAL ADDITION LIMITS

Article IV of the Plan shall be construed in accordance with this Appendix A. Unless the context clearly requires otherwise, words and phrases used in this Appendix A shall have the same meanings that are assigned to them under the Plan.

A.1 - Definitions.

As used in this Appendix A, the following terms shall have the meanings specified below.

"Annual Additions" shall mean the sum credited to a Participant's Accounts for any Plan Year of (i) Company contributions, (ii) voluntary contributions, (iii) forfeitures, (iv) amounts credited after March 31, 1984 to an individual medical account, as defined in Section 415(l)(2) of the Code which is part of a Defined Benefit Plan maintained by the Company, and (v) amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to post-retirement medical benefits allocated to the separate account required with respect to a key employee (as defined in Section B.2(e) of Appendix B to the Plan) under a welfare benefit plan (as defined in Section 419(e) of the Code) maintained by the Company.

"Defined Benefit Plan" means a plan described in Section 414(k)(1) of the Code.

"Defined Contribution Plan" means a plan described in Section 414(k)(1) of the Code.

"Defined Benefit Plan Fraction" shall mean a fraction, the numerator of which is the projected annual benefit (determined as of the close of the relevant Plan Year) of the Participant under all Defined Benefit Plans maintained by one or more Related Companies, and the denominator of which is the lesser of (i) the product of 1.25 multiplied by the dollar limitation in effect under

Section 415(b)(1)(A) of the Code for the Plan Year, or (ii) the product of 1.4 multiplied by the amount which may be taken into account under Section 415(b)(1)(B) of the Code with respect to the Participant for the Plan Year.

"Defined Contribution Plan Fraction" shall mean a fraction, the numerator of which is the sum of the annual additions to a Participant's accounts under all Defined Contribution Plans maintained by one or more Related Companies, and the denominator of which is the sum of the lesser of (i) or (ii) for such Plan Year and for each prior Plan Year of service with one or more Related Companies, where (i) is the product of 1.25 multiplied by the dollar limitation in effect under Section 415(c)(1)(A) of the Code for the Plan Year (determined without regard to Section 415(c)(6) of the Code), and (ii) is the product of 1.4 multiplied by the amount which may be taken into account under Section 415(c)(1)(B) of the Code (or Section 415(c)(7) of the Code, if applicable) with respect to the Participant for the Plan Year. Solely for purposes of this definition, contributions made directly by an Employee to a Defined Benefit Plan which maintains a qualified cost-of-living arrangement as such term is defined in Section 415(k)(2) shall be treated as Annual Additions. Notwithstanding the foregoing, the numerator of the Defined Contribution Plan Fraction shall be adjusted pursuant to Treasury Regulations 1.415-7(d)(1), Questions T-6 and T-7 of Internal Revenue Service Notice 83-10, and Questions Q-3 and Q-14 of Internal Revenue Service Notice 87-21.

"Section 415 Compensation" shall mean a Participant's wages within the meaning of Code Section 3401(a) and all other payments of compensation to the Participant by the Company (in the course of the Company's business) for which the Company is required to provide the Participant a written statement under Code Sections 6041(d), 6051(a)(3) and 6052. Section 415 Compensation shall be determined without regard to any rules under Code Section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed. Compensation for any limitation year is the compensation actually paid or includible in gross income

during such year. Effective January 1, 1998, "Section 415 Compensation" shall include elective deferrals as defined in Section 402(g)(3) of the Code and any amount which is contributed or deferred by the Company or a Related Company at the election of an Employee and which is not includible in the gross income of the Employee by reason of Code Section 125.

A.2 - Annual Addition Limitations.

(a) The compensation limitation of Section 4.1 of the Plan shall not apply to any contribution for medical benefits (within the meaning of Section 419A(f)(2)) after separation from service which is treated as an Annual Addition. In the event that Annual Additions to all the accounts of a Participant would exceed the limitations of Section 4.1 of the Plan, they shall be reduced in the following priority: (i) return of voluntary contributions to the Participant; (ii) reduction of Company contributions.

(b) If any Company or any Related Company contributes amounts, on behalf of Participants covered by the Plan, to other Defined Contribution Plans, the limitation on Annual Additions provided in Article IV of the Plan shall be applied to Annual Additions in the aggregate to the Plan and such other plans. Reduction of Annual Additions, where required, shall be accomplished by first refunding any voluntary contributions to Participants, then by reducing contributions under such other plans pursuant to the directions of the fiduciary for administration of such other plans or under priorities, if any, established by the terms of such other plans, and then, if necessary, by reducing contributions under the Plan.

(c) In any case where a Participant under the Plan is also a participant under a Defined Benefit Plan or a Defined Benefit Plan and other Defined Contribution Plans maintained by the Company or a Related Company, the sum of the Defined Benefit Plan Fraction and the Defined Contribution Plan Fraction shall not exceed 1.0. Reduction of contributions to or benefits from all plans, where required, shall be accomplished by first reducing benefits

under such other Defined Benefit Plan or plans, then by allocating any excess in the manner set out above with respect to the Plan, and finally by reducing contributions or allocating any excess contributions with respect to other Defined Contribution Plans, if any; provided, however, that adjustments necessary under this or the next preceding paragraph may be made in a different manner and priority pursuant to the agreement of the Committee and the administrators of all other plans covering such Participant, provided such adjustments are consistent with procedures and priorities prescribed by Treasury Regulations under Section 415 of the Code.

(d) In the event the limitations of Section 4.1 of the Plan or this Appendix A are exceeded and the conditions specified in Treasury Regulations Section 1.415-6(b)(6) are met, the Committee may elect to apply the procedures set forth in Treasury Regulations Section 1.415-6(b)(6).

APPENDIX B

TOP-HEAVY PROVISIONS

Section 9.12 of the Plan shall be construed in accordance with this Appendix B. Definitions in this Appendix B shall govern for the purposes of this Appendix B. Any other words and phrases used in this Appendix B, however, shall have the same meanings that are assigned to them under the Plan, unless the context clearly requires otherwise.

B.1 - General.

This Appendix B shall be effective for Plan Years beginning on or after January 1, 1984. This Appendix B shall be interpreted in accordance with Section 416 of the Code and the regulations thereunder.

B.2 - Definitions.

(a) The "Benefit Amount" for any Employee means (i) in the case of any defined benefit plan, the present value of his normal retirement benefit, determined on the Valuation Date as if the Employee terminated on such

Valuation Date, plus the aggregate amount of distributions made to such Employee within the five-year period ending on the Determination Date (except to the extent already included on the Valuation Date) and (ii) in the case of any defined contribution plan, the sum of the amounts credited, on the Determination Date, to each of the accounts maintained on behalf of such Employee (including accounts reflecting any nondeductible employee contributions) under such plan plus the aggregate amount of distributions made to such Employee within the five-year period ending on the Determination Date. For purposes of this Section, the present value shall be computed using a 5% interest assumption and the mortality assumptions contained in the defined benefit plan for benefit equivalence purposes, provided that, if more than one defined benefit plan is being aggregated for top-heavy purposes, the actuarial assumptions which shall be used for testing top-heaviness are those of the plan with the lowest interest assumption, provided further that if the lowest interest assumption is the same for two or more plans, the actuarial assumptions used shall be that of the plan with the greatest value of assets on the applicable date.

(b) "Company" means any company (including unincorporated organizations) participating in the Plan or plans included in the "aggregation group" as defined in this Appendix B.

(c) "Determination Date" means the last day of the preceding Plan Year or, in the case of the first Plan Year of the Plan, the last day of the Plan Year.

(d) "Employees" means employees, former employees, beneficiaries, and former beneficiaries who have a Benefit Amount greater than zero on the Determination Date.

(e) "Key Employee" means any Employee who, during the Plan Year containing the Determination Date or during the four preceding Plan Years, is:

(1) one of the ten Employees of a Company having annual compensation from such Company of more

than the limitation in effect under Section 415(c)(1)(A) of the Code and owning (or considered as owning within the meaning of Section 318 of the Code) both more than a 1/2% interest and the largest interests in such Company (if two Employees have the same interest the Employee having the greater annual compensation from the Company shall be treated as having a larger interest);

(2) a 5% owner of a Company;

(3) a 1% owner of a Company who has an annual compensation above $150,000; or

(4) an officer of a Company having an annual compensation greater than 50% of the amount in effect under Section 415(b)(1)(A) of the Code for any such Plan Year (however, no more than the lesser of (i) 50 employees or (ii) the greater of 3 employees or 10% of the Company's employees shall be treated as officers). For purposes of determining the number of employees taken into account under this Section B.2(e)(4), employees described in Section 414(q)(5) of the Code shall be excluded.

(f) A "Non-Key Employee" means an Employee who is not a Key Employee.

(g) "Valuation Date" means the first day (or such other date which is used for computing plan costs for minimum funding purposes) of the 12-month period ending on the Determination Date.

(h) A "Year of Service" shall be calculated using the Plan rules that normally apply for determining vesting service.

These definitions shall be interpreted in accordance with Section 416(i) of the Code and the regulations thereunder and such rules are hereby incorporated by reference. The term "Key Employee" shall not include any officer or employee of an entity referred to in Section 414(d) of the Code. For the purpose of this

subsection, "compensation" shall mean compensation as defined in Section 414(q)(4) of the Code and shall be determined without regard to Sections 125, 402(a)(8), 402(h)(1)(B) or, in the case of employer contributions made pursuant to a salary reduction agreement, Section 403(b).

B.3 - Top-Heavy Definition.

The Plan shall be top-heavy for any Plan Year if, as of the Determination Date, the "top-heavy ratio" exceeds 60%. The top-heavy ratio is the sum of the Benefit Amounts for all employees who are Key Employees divided by the sum of the Benefit Amounts for all Employees. For purposes of this calculation only, the following rules shall apply:

(a) The Benefit Amounts of all Non-Key Employees who were Key Employees during any prior Plan Year shall be disregarded.

(b) The Benefit Amounts of all employees who have not performed any services for any Company at any time during the five-year period ending on the Determination Date shall be disregarded; provided, however, if an Employee performs no services for five years and then again performs services, such Employee's Benefit Amount shall be taken into account.

(c) (1) Required Aggregation. This calculation shall be made by aggregating any plans, of the Company or a Related Company, qualified under Section 401(a) of the Code in which a Key Employee participates or which enables the Plan to meet the requirements of Section 401(a)(4) or 410 of the Code; all plans so aggregated constitute the "aggregation group."

(2) Permissive Aggregation. The Company may also aggregate any such plan to the extent that such plan, when aggregated with this aggregation group, continues to meet the requirements of Section 401(a)(4) and Section 410 of the Code.

If an aggregation group includes two or more defined benefit plans, the actuarial assumptions used in

determining an Employee's Benefit Amount shall be the same under each defined benefit plan and shall be specified in such plans. The aggregation group shall also include any terminated plan which covered a Key-Employee and which was maintained within the five-year period ending on the Determination Date.

(d) This calculation shall be made in accordance with Section 416 of the Code (including 416(g)(3)(B) and (g)(4)(A)) and the regulations thereunder and such rules are hereby incorporated by reference. For purposes of determining the accrued benefit of a Non-Key Employee who is a Participant in a defined benefit plan, this calculation shall be made using the method which is used for accrual purposes for all defined benefit plans of the Company, or if there is no such method, as if such benefit accrued not more rapidly than the slowest accrual rate permitted under Section 411(b)(1)(C) of the Code.

B.4 - Vesting.

Notwithstanding the vesting provisions of the Plan, if the Plan is top-heavy for any Plan Year, any Participant who completes one Hour of Service during any day of such Plan Year or any subsequent Plan Year and who terminates during any day of such Plan Year or any subsequent Plan Year shall be entitled to a vested benefit which is the greater of his vested interest pursuant to Section 5.2 of the Plan, or a vested interest at least equal to the product of (x) the benefit such Participant would receive under the Plan if he was 100% vested on the date of such termination times (y) the percentage shown below:

Number of Completed Years of Service	Percentage
Less than 2	0%
2	20%
3	40%
4	60%
5	80%
6 or more	100%

Notwithstanding the foregoing, the nonforfeitable percentage of a Participant's benefit under the Plan shall not be less

than that determined under the Plan without regard to the preceding vesting schedule. Such benefit shall be payable in accordance with the provisions of the Plan regarding payments to terminated Participants.

Notwithstanding the preceding paragraph, if the Plan is no longer top-heavy in a Plan Year following a Plan Year in which it was top-heavy, a Participant's vesting percentage shall be computed under the vesting schedule that otherwise exists under the Plan. However, in no event shall a Participant's vested percentage in his accrued benefit be reduced. In addition, a Participant shall have the option of remaining under the vesting schedule set forth in this Section if he has completed three years of Vesting Service. The period for exercising such option shall begin on the first day of the Plan Year for which the Plan is no longer top-heavy and shall end 60 days after the later of such first day or the day the Participant is issued written notice of such option by the Company or the Committee.

B.5 - Minimum Benefits or Contributions, Compensation Limitations and Section 415 Limitations.

If the Plan is top-heavy for any Plan Year, the following provisions shall apply to such Plan Year:

(a) (1) Except to the extent not required by Section 416 of the Code or any other provision of law, notwithstanding any other provision of the Plan, if the Plan and all other plans which are part of the aggregation group are defined contribution plans, each Participant (and any other Employee required by Section 416 of the Code) other than Key employees shall receive an allocation of employer contributions and forfeitures from a plan which is part of the aggregation group at least equal to 3% (or, if lesser, the largest percentage allocated to any Key Employee for the Plan Year) of such Participant's compensation for such Plan Year (the "defined contribution minimum"). For purposes of this subsection, salary reduction contributions on behalf of a Key Employee must be taken into

account. For purposes of this subsection, a non-Key Employee shall be entitled to a contribution if he is employed on the last day of the Plan Year (i) regardless of his level of compensation, (ii) without regard to whether he has made any mandatory contributions required under the Plan, and (iii) regardless of whether he has less than 1,000 Hours of Service (or the equivalent) for the accrual computation period.

(2) Except to the extent not required by Section 416 of the Code or any other provision of law, notwithstanding any other provisions of the Plan, if the Plan or any other plan which is part of the aggregation group is a defined benefit plan each Participant who is a participant in any such defined benefit plan (who is not a Key Employee) who accrues a full Year of Service during such Plan Year shall be entitled to an annual normal retirement benefit from a defined benefit plan which is part of the aggregation group which shall not be less than the product of (i) the employee's average compensation for the five consecutive years when the employee had the highest aggregate compensation and (ii) the lesser of 2% per Year of Service or 20% (the "defined benefit minimum"). A Non-Key Employee shall not fail to accrue a benefit merely because he is not employed on a specified date or is excluded from participation because (i) his compensation is less than a stated minimum or (ii) he fails to make mandatory employee contributions. For purposes of calculating the defined benefit minimum, (i) compensation shall not include compensation in Plan Years after the last Plan Year in which the Plan is top-heavy and (ii) a Participant shall not receive a Year of Service in any Plan Year before January 1, 1984 or in any Plan Year in which the Plan is not top-heavy. This defined benefit minimum shall be expressed as a life annuity (with no ancillary benefits) commencing at normal

retirement age. Benefits paid in any other form or time shall be the actuarial equivalent (as provided in the plan for retirement benefit equivalence purposes) of such life annuity. Except to the extent not required by Section 416 of the Code or any other provisions of law, each Participant (other than Key Employees) who is not a participant in any such defined benefit plan shall receive the defined contribution minimum (as defined in paragraph (a)(1) above).

(3) If a non-Key Employee is covered by plans described in both paragraphs (1) and (2) above, he shall be entitled only to the minimum described in paragraph (1), except that for the purpose of paragraph (1) "3% (or, if lesser, the largest percentage allocated to any key employee for the Plan Year)" shall be replaced by "5%". Notwithstanding the preceding sentence, if the accrual rate under the plan described in (2) would comply with this Section B.4 absent the modifications required by this Section, the minimum described in paragraph (1) above shall not be applicable.

(b) For purposes of this Section, "compensation" shall mean all earnings included in the Employee's Form W-2 for the calendar year that ends within the Plan Year, not in excess of $150,000, adjusted at the same time and in the same manner as under Section 415(d) of the Code.

(c) (1) Unless the Plan qualifies for an exception under Section B.4(c)(2), "1.0" shall be substituted for "1.25" in the definitions of Defined Benefit Plan Fraction and Defined Contribution Plan Fraction used in Appendix A to the Plan.

(2) A Plan qualifies for an exception from the rule of Section B.4(c)(1) if the Benefit Amount of all Employees who are Key Employees does not exceed 90% of the sum of the Benefit Amounts for all

Employees and one of the following requirements is met:

(A) A defined benefit minimum of 3% per Year of Service (up to 30%) is provided;

(B) For Participants covered only by a defined contribution plan, a defined contribution minimum of 4% is provided;

(C) For Participants covered by both types of plans, benefits from the defined contribution minimum are comparable to the 3% defined benefit minimum;

(D) The plan provides a floor offset where the floor is a 3% defined benefit minimum; or

(E) A defined contribution minimum of 7-1/2% of compensation is provided for any non-Key Employee who is covered under both a defined benefit plan and a defined contribution plan (each of which is top-heavy) of a Company.

THE MACERICH PROPERTY MANAGEMENT COMPANY

PROFIT SHARING PLAN

TRUST AGREEMENT

THE MACERICH PROPERTY MANAGEMENT COMPANY

PROFIT SHARING PLAN

TRUST AGREEMENT

This Trust Agreement (this "Agreement") is between the Macerich Property Management Company (the "Company") and Richard Bayer, Arthur Coppola, and Thomas O'Hern (Messrs. Bayer, Coppola, and O'Hern are each referred to herein as a "Trustee" and, collectively, as the "Trustees"). This Agreement supercedes any prior trust agreement between the parties hereto with respect to The Macerich Property Management Company Profit Sharing Plan (the "Plan") (including, without limitation, the Lewis Kravitz & Associates, Inc. Master Trust Agreement).

RECITALS

WHEREAS, the Company established and maintains the Plan;

WHEREAS, the Plan provides, among other things, that the Company will execute a trust agreement for the purpose of carrying out the Plan; and that contributions made or caused to be made by the Company (or any "Participating Affiliate" under and as such term is defined in the Plan) and any employees of the Company or any Participating Affiliate pursuant to the Plan shall be paid over to the trust formed pursuant to this Agreement (the "Trust");

WHEREAS, the Company desires to establish the Trust as provided in the Plan to implement and carry out the provisions thereof; and this Agreement is so designed for that purpose and has been designated as a part of the Plan intended to meet the requirements of Sections 401 and 501 of the Internal Revenue Code of 1986, as amended; and

WHEREAS, the Company desires the Trustees to act as trustee of the Trust and the Trustees are willing to so act pursuant to the terms of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, and the mutual benefits to be derived herefrom, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

The following words and phrases when used herein shall have the following meanings, unless the context clearly indicates otherwise. All definitions included in the Plan shall be deemed to be incorporated herein to the extent necessary.

1.1 "Administrator" shall mean the "Committee" appointed pursuant to and in accordance with the Plan.

1.2 "Code" shall mean the Internal Revenue Code of 1986, as amended.

1.3 "Company" shall mean the Macerich Property Management Company, and its successor or successors.

1.4 "Employer" or "Employers" shall mean the Company and each other Participating Affiliate which has adopted the Plan (if any).

1.5 "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended from time to time.

1.6 "Investment Manager," shall have the meaning given to such term in the Plan, if any is appointed by the Administration in accordance with the terms of this Agreement and the Plan.

1.7 "Member" shall mean any participant in the Plan, former Plan participant, or any Beneficiary (as such term is defined in the Plan) of a participant or former participant in the Plan.

1.8 "Plan" shall mean The Macerich Property Management Company Profit Sharing Plan, as amended from time to time.

1.9 "Trust" shall mean the trust formed pursuant to this Agreement.

1.10 "Trust Fund" shall mean all sums contributed or transferred to the Trust, together with all other property and accruals therefrom, which may hereafter become subject to the Trust.

1.11 "Trustee" or "Trustees" shall mean the trustee or trustees, as applicable, named on the first page of this Agreement. The power to act as the trustee of the Trust shall require a majority of Trustees acting together.

If there is a change in Trustee pursuant to Sections 4.8 and 4.9, the Plan and this Agreement need not be amended to include such changes. In lieu of an amendment, the written notice of resignation, removal or appointment/acceptance, or the formal resolution of the Company shall constitute the amendment and be made a part of the Plan and this Agreement.

ARTICLE II
FIDUCIARIES AND ALLOCATION OF RESPONSIBILITIES

2.1 FIDUCIARIES

The following persons are hereby named as fiduciaries under this Trust (each a "Fiduciary").

(a) Fiduciaries With Respect to Appointment of Others

(i) The Company: Acting through its Board of Directors, the Company shall be responsible for the appointment, removal, or replacement of any appointed Administrator or any Trustee.

(ii) The Administrator: The Administrator shall be responsible for the appointment, removal, or replacement of any Investment Manager.

(b) Fiduciary With Respect to Control or Management of Trust Assets

(i) The Trustees: The Trustees shall be the named fiduciary with respect to the investment of Trust assets only during such times as they have exclusive authority and discretion to manage and control the investment of the Trust Fund. Otherwise, the Administrator shall be the named fiduciary with respect to the investment of the Trust Fund, unless the Administrator appoints an Investment Manager.

(ii) Investment Manager: In its discretion, the Administrator may appoint one or more Investment Managers to manage, acquire, and dispose of all or a portion of the Trust Fund designated by the Administrator.

(iii) Administrator: The Administrator may assume the authority to manage, acquire, and dispose of all or a portion of the Trust Fund.

(c) Fiduciary With Respect to Plan Administration: The Administrator shall be the Fiduciary with respect to the administration of the Plan. The responsibilities and duties of the Administrator are set forth in the Plan.

2.2 JOINT FIDUCIARY RESPONSIBILITIES

This Article II is intended to allocate to each Fiduciary the individual responsibility for the prudent execution of the functions assigned to him. None of such responsibilities, nor

any other responsibility, shall be shared by two or more of such Fiduciaries unless such sharing shall be provided by specific provision of the Plan or of this Trust; and such Fiduciaries have expressly accepted such responsibilities. Whenever one Fiduciary is required by the Plan or the Trust to follow the directions of another Fiduciary, the two Fiduciaries shall not be deemed to have been assigned a shared responsibility. The responsibility of the Fiduciary giving the directions shall be deemed his sole responsibility. The responsibility of the Fiduciary receiving those directions shall be to follow them, insofar as such instructions are consistent with the provisions of this instrument.

2.3 ALLOCATION OR DELEGATION OF FIDUCIARY RESPONSIBILITIES

By written instrument, each of the Fiduciaries (other than the Trustees and any Investment Manager) may allocate to others and delegate to others any of its rights, powers and duties, terminable upon such notice as the delegating Fiduciary deems prudent. Anyone may serve in more than one fiduciary capacity with respect to the Plan and the Trust.

2.4 CO-FIDUCIARY LIABILITY

It is the intent of this Agreement that each of the Fiduciaries under the Plan and the Trust shall be solely responsible for its own acts or omissions. Except to the extent imposed by ERISA, no Fiduciary shall have the duty to question whether any other Fiduciary is fulfilling all of the responsibilities imposed upon such other Fiduciary by ERISA, or by any regulations or rulings issued thereunder. No Fiduciary shall have any liability for a breach of fiduciary responsibility of another Fiduciary with respect to the Plan and this Agreement unless:

(a) he participates knowingly in such breach;

(b) he knowingly undertakes to conceal such breach;

(c) he has actual knowledge of such breach and fails to take responsible remedial action to remedy said breach; or

(d) he has enabled such other Fiduciary to commit a breach of the latter's fiduciary responsibilities through his negligence in performing his own specific fiduciary responsibilities under this Agreement.

If the Company establishes more than one trust with a different trustee pursuant to the terms of the Plan, the Trustees of the Trust and such other trustee(s) of such other trust(s) shall not be co-trustees (as described in ERISA). The Trustees shall act only with respect to the Trust established pursuant to this Agreement.

2.5 INDEMNITY

The Company shall indemnify and hold harmless the Trustees and the Trust Fund against any loss or liability, including reasonable attorney fees imposed upon any Trustee as a result of any acts taken in accordance with written directions; by reason of failure to act because of no written directions from the Administrator, Investment Manager or any other person designated to act on their behalf, or by reason of the Trustee's good faith execution of its duties in the administration of the Trust, unless such loss or liability is due to the Trustee's negligence or misconduct.

ARTICLE III
INVESTMENT OF THE TRUST FUND

3.1 POWERS AND RESPONSIBILITIES

Unless otherwise directed in writing by the Administrator, the Trustees shall have the full power and authority to invest the funds of the Trust in any investment permitted by law for the investment of the assets of an employee benefit trust. The Administrator may appoint an Investment Manager to direct the investment and management of all or a portion of the Trust Fund, or assume such responsibilities itself. The Administrator shall

notify the Trustees in writing of its assumption of investment responsibilities, or of the appointment of an Investment Manager, and may revoke any such appointment by giving written notice thereof to the Trustees. The appointment, selection, and retention of a qualified Investment Manager shall be solely the responsibility of the Administrator. The Trustees are authorized and entitled to rely upon the fact that said Investment Manager is at all times a qualified Investment Manager under ERISA, until such time as the Trustees have received a written notice from the Administrator to the contrary, or otherwise have knowledge of the disqualification of the Investment Manager. The Trustees shall rely upon the fact that said Investment Manager is authorized to direct the investment and management of the assets of the Trust, until such time as the Administrator shall notify the Trustees in writing that another Investment Manager has been appointed in the place and stead of the Investment Manager named; or, alternatively, that the Investment Manager named has been removed and the responsibility for the investment and management of the Trust assets has been transferred back to the Trustees.

In the event an Investment Manager is appointed by the Administrator, he shall direct the Trustees with respect to the investment and management of all or a portion of the assets of the Trust Fund. The Trustees shall not be liable nor responsible for losses or unfavorable results arising from their compliance with proper directions of the Investment Manager that are made in accordance with the terms of the Plan and the Trust, and which are not contrary to the provisions of any applicable Federal or State statute regulating such investment and management of the assets of an employee benefit trust. All Investment Manager directions concerning investments shall be signed by such person or persons, acting on behalf of the Investment Manager, as may be duly authorized in writing. The Trustees shall be under no duty to question any Investment Manager directions; nor to review any securities or other property of the Trust constituting assets thereof with respect to which an Investment Manager has investment responsibility; nor to make any suggestions to such Investment Manager in connection therewith. As promptly as possible, the Trustees shall comply with any written direction given by the Investment Manager hereunder. The Trustees shall not be liable in any manner, nor for any reason, for the making or retention of any investment pursuant to such directions of the Investment Manager. The Investment Manager shall not direct the purchase, sale, or retention of any assets of the Trust Fund, if such directions are not in compliance with any applicable Federal or State statute regulating such investment and management of the assets of an employee benefit trust.

During any such period or periods of time an Investment Manager is authorized to direct the investment and management of the Trust assets, the Trustees shall have no obligation to determine the existence of any conversion, redemption, exchange, subscription, or other right relating to any securities. Unless the Trustees receive written instructions from the Investment Manager within a reasonable time prior to the expiration of any right described in the preceding sentence, there shall be no obligation by the Trustees to exercise any such right.

Except as may be provided in ERISA, the Trustees and Investment Manager shall not be liable for the acts or omissions of the Administrator or the Employer, nor shall they be liable or responsible for the portion or portions of the Trust Fund managed by persons other than themselves.

3.2 INSURANCE COMPANIES PROTECTED IN DEALING WITH TRUSTEES

Insurance companies issuing contracts to the Trustees under this Agreement may deal with the Trustees alone in accordance with the terms and conditions of such contracts. They shall be fully protected in accepting and acting upon the request, advice or representation of, or any instrument executed by, the Trustees. For all such purposes, the Trustees shall be regarded as sole owner of such contracts. No insurance company shall be required to inquire into the terms of this Agreement, nor to determine whether action taken by the Trustees is authorized thereby. No insurance company dealing with the Trustees shall have any obligation to determine that any person upon whose life the Trustees make any contract application is, in fact, an employee of the Employer or is otherwise eligible for retirement benefits or otherwise participates in the Plan. Such insurance company shall not be responsible for: the validity of the Trust;

the acts of any person or of the Company in its establishment, maintenance or administration; or the proper application or disposition of any money paid by such insurance company, either as dividends or as annuity payments, as death proceeds under contracts, under pledge, or pursuant to surrender thereof. It shall be conclusively presumed in favor of insurance companies and others dealing with the Trust in good faith, that any and all actions taken by the Trustees in connection with any matter or thing connected with this Trust has been duly authorized, pursuant to the terms of this Agreement.

3.3 OWNERSHIP OF INSURANCE CONTRACTS AND PAYMENT OF INSURANCE PREMIUMS

The Administrator may direct the Trustees to acquire insurance or annuity contracts on the lives of individual Participants, or may direct the Trustees to enter into a group deposit administration contract or contracts with an insurance company for the purpose of investing all or a portion of the Trust Fund.

Subject to the power of the Administrator to direct the Trustees as reserved in the preceding paragraph of this Section 3.3, the Trustees shall have all the rights and authority of a legal owner of any insurance or annuity contracts held in the Trust, including the right to execute all necessary receipts and releases to the insurer. However, the Trustees shall have no duty to make applications for the purchase of any such contracts, or to pay any premiums thereon, or to exercise any rights, privileges or options, or to take any other action with respect to such contracts unless the Trustees receive written directions to do so by the Administrator.

The Trustees shall notify the Administrator upon receipt of notice of any premiums due on any such contracts held by them, but shall not be liable for payment of any premiums on any such contracts unless there are sufficient funds in the Trust available for the payment of such premiums. The Trustees shall not have any duty to pay premiums on any such contracts, except out of funds designated by the Administrator as available therefor.

3.4 STANDARD OF PRUDENCE

In carrying out each of its responsibilities under this Trust, the Trustees, the Administrator, the Company, and Investment Manager, if any, shall act solely in the interest of the Members. They shall act with the care, skill, prudence, and diligence, under the circumstances then prevailing and in the conduct of an enterprise of a like character and with like aims, as that used by a prudent man acting in a like capacity and familiar with such matters.

ARTICLE IV
RIGHTS, POWERS AND DUTIES

4.1 GENERAL DUTIES OF THE TRUSTEES

It shall be the duty of the Trustees to hold the funds received from time to time from the Employer; to manage, invest and reinvest the Trust Fund pursuant to the provisions hereinafter set forth; and to collect the income therefrom. Upon receipt by the Trustees, such funds shall become a part of the corpus of the Trust Fund, and shall be invested and reinvested as such. The Trustees shall make payments from the Trust Fund pursuant to the directions of the Administrator as hereinafter provided. The Trustees shall be responsible only for such sums as shall actually be received by them as Trustees. It shall not be the duty of the Trustees to collect any sum from any Employer, nor to determine or verify the accuracy thereof. The Trustees shall not be concerned with the determination of the benefits payable under the Plan to any Member.

The Trustees shall use ordinary care and reasonable diligence in the exercise of their powers and the performance of their duties as Trustees hereunder. The Trustees shall not be liable for: any mistake of judgment; any action taken in good faith; or any loss, unless resulting from their own negligence or willful misconduct; all, however, subject to the applicable

responsibilities imposed upon the Trustees under ERISA.

4.2 GENERAL DUTIES OF ADMINISTRATOR

The Administrator shall have the duty, authority and responsibility to direct the administration of the Plan. To the extent provided in the Plan and this Trust, the Trustees shall follow the written directions of the Administrator.

When so directed in writing by the Administrator, the Trustees shall segregate the Trust Fund, set up special trust accounts, and disburse the Trust Fund when disbursement becomes proper under the terms of the Plan. During the existence of the Plan, the Administrator may not direct that any payments be made which would cause any portion of the Trust Fund to be used for or diverted to purposes other than for the exclusive benefit of the Members.

4.3 THIRD PERSONS DEALING WITH TRUSTEES

With respect to any action whatsoever concerning the money, funds or property in the hands of the Trustees, the signature of at least two Trustees shall be sufficient as to any persons not a party hereto. No person not a party hereto shall be required to interpret the terms and conditions of the Plan or of this Agreement as to the authority of the Trustees; nor be responsible for ascertaining that any action of the Trustees is authorized by the terms of the Plan or of this Agreement.

4.4 SPECIFIC POWERS OF TRUSTEES

Except for those of the following powers which are investment powers, and which have been delegated specifically by the Administrator to an Investment Manager separate from the Trustees, and subject to all limitations stated elsewhere in the Plan and this Agreement, the Trustees shall have the following powers affecting the Trust and Trust Fund:

(a) To hold, invest and reinvest, the principal or income of the Trust Fund in bonds, common or preferred stock, other securities, or property (personal, real or mixed, improved or unimproved, and tangible or intangible).

(b) To hold, invest and reinvest, in any type of interest-bearing account maintained by any bank or savings and loan association selected by the Trustee, including: any owned by a Trustee or any of its affiliates; or any common or collective trust fund, or pooled investment fund, established and maintained by the Trustees for trusts exempt under Section 501 of the Code.

The assets so invested shall be subject to all the provisions of the instruments establishing and governing such funds. Those instruments of group trusts, including any subsequent amendments, are hereby incorporated and made a part of this Agreement.

(c) To acquire an interest as a limited partner in any partnership or joint venture, all in accordance with the provisions of ERISA and any regulations issued pursuant thereto.

(d) To manage, control, purchase, sell, convey, exchange, partition, divide, subdivide, improve, or repair, any or all property of the Trust Fund. In connection with any disposal of property, to grant options and sell upon deferred payments. Upon termination of the Trust, to sell forthwith any or all property of the Trust Fund and convert the same into cash.

(e) To borrow or raise money for the purpose of the Trust upon such terms as the Trustees may determine.

(f) If the Trust Fund shall at any time contain any real property, to lease such property or any part thereof, for terms within or extending beyond the duration of the Trust. To grant for like terms the right to mine or drill for and remove therefrom gas, oil, and other minerals; to create restrictions, easements, and other servitudes thereon.

(g) With respect to bonds, shares of stock, and other securities: to have all the rights, powers, and privileges of an owner, including though without limiting the foregoing, the power of voting, giving proxies, payment of calls, assessments, and

other powers deemed expedient for the protection of the interests of the Trust Fund; to participate in voting trusts, pooling agreements, assenting to corporate sales, leases and encumbrances, regardless of any limitations elsewhere in the Plan and this Agreement relative to investments by the Trustees; to have the power of selling or exercising stock subscription or conversion rights, participating in foreclosures, reorganizations, consolidations, mergers, and liquidations. In connection with any such proceedings, to deposit securities with and transfer titles to any protective or other committee, under such terms respecting deposit thereof as the Trustees shall determine.

(h) To hold, sell, collect, sue for, or change any investments, in their own name or in their names Trustees or in the name of their nominee or nominees, with or without disclosure of fiduciary relationship, with the Trustees being responsible for the acts of any such nominee affecting such property, and the books of the Trustees showing at all times that all such investments are part of the Trust Fund.

(i) To retain all or any portion of the Trust Fund in cash temporarily awaiting investment without liability for interest thereon; to retain in cash without liability for interest thereon so much of the Trust Fund as the Trustees may deem advisable for the purpose of meeting contemplated payments under the Plan; and to deposit cash in any bank or savings and loan association selected by it, including any owned by the Trustees or any of their affiliates.

(j) To abandon, compromise, contest, and arbitrate claims and demands; to institute, compromise, and defend actions at law or equity (but without obligation to do so); and to employ such counsel as the Trustees shall deem advisable, all at the risk and expense of the Trust Fund.

(k) To make loans to participants, if provided for in the Plan, and only upon the direction of the Administrator.

(l) To advance their own funds to the Trust, if permitted by law, for any Trust purpose. Such advances with legal interest thereon shall be a first lien on the principal and the gross income of the Trust Fund, and to be first repaid out of the gross income or principal of the Trust Fund.

(m) Upon any division, or partial or final distribution of the Trust Fund, to partition, allot, and distribute the Trust Fund in undivided interest or in kind, or partly in money and partly in kind, at fair market values determined by the Trustees; and in the Administrator's sole discretion, to sell such property as the Administrator may deem necessary to make division or distribution.

(n) To hold, invest and reinvest, in any single premium contract or group annuity contract of deposit administration, immediate participation or other group-type or individual-type contract issued by a life insurance company authorized to do business under the laws of two or more states and qualified to be an Investment Manager. However, the Trustees shall not be liable for the validity of any statements contained in any application for any such contract, which statements cover information beyond the Trustee's knowledge.

(o) To pay expenses of administering the Plan and the Trust pursuant to Section 4.7, to the extent such expenses are not paid by the Employer.

All discretions in this Agreement conferred upon the Trustees shall, unless specifically limited, be absolute. The enumeration of certain powers and discretions of the Trustees is not to be construed as limiting their general powers and discretions. The Trustees are hereby vested with and have, as to the Trust Fund, and in the execution of this Agreement (but subject at all times to any specific provisions and limitations in the Plan and this Agreement contained), all the powers and discretions that any absolute owner of property has or may have.

4.5 RECORDS TO BE MAINTAINED BY TRUSTEES

The Trustees shall maintain full and complete records of their transactions for, and funds held for the account of, the

Trust. The Trustees' books and records relating thereto shall be open to inspection and audit at all reasonable times by the Company, the Administrator, or their duly authorized representatives.

4.6 REPORTS TO BE FURNISHED BY THE TRUSTEES

Within sixty (60) days after the end of each Plan Year and at such other times determined by the Administrator, the Trustees shall file with the Administrator a written statement of account setting forth all investments, transactions, receipts, and disbursements effected by them during the period. Such statement shall contain an exact description of all property purchased and sold, the cost or proceeds of sale, and show the investments held on the last day thereof, including the cost of each item as carried on the books of the Trustees, and the fair market value thereof, if applicable.

When the Trustees are unable to arrive at a value based upon information from independent sources, they may rely upon information from the Company, Administrator, appraisers, or other sources; and shall not incur any liability for inaccurate valuation based on good faith reliance upon such information. The reasonable costs incurred in establishing values of Trust assets shall be a charge against the Trust Fund.

The Administrator may approve the Trustees' written statement of account by written notice of approval delivered to the Trustees, or by failure to deliver to the Trustees' written objections to such statement of account within sixty (60) days from the date the statement of account was delivered to the Administrator.

The statement of account shall be deemed approved upon receipt by the Trustees of the Administrator's written approval of the statement of account, or upon the passage of the sixty day period of time, except for any matters covered by written objections that have been delivered to the Trustees by the Administrator and for which the Trustees have not given an explanation or made an adjustment satisfactory to the Administrator.

4.7 COMPENSATION OF THE TRUSTEES, PAYMENT OF TAXES, ETC.

All expenses of administering the Plan and Trust, including the Trustees' compensation for their services as may from time to time be agreed upon, shall be paid from the Trust Fund unless paid by the Employer. However, if any Trustee is an Employee receiving full-time pay from an Employer, he shall not receive compensation for his services. The Trustees are authorized to determine and pay out of the Trust all other expenses, including taxes, fees, and investment and other expenses incurred in connection with the administration of the Trust Fund; or for which the Trust, or the Trustees in discharge of their duties as Trustees thereunder, may become liable, unless paid by the Employer. If the Trust or any part of it shall become liable for the payment of any property, estate, inheritance, income, or other charge, tax or assessment which the Trustees shall be required to pay, the Trustees shall be authorized to pay such item out of any monies or other property in their hands for the account of the persons whose interest hereunder is liable therefor. At least ten (10) days prior to making any such payment, the Trustees shall give the Administrator written notice of their intention to do so. Prior to making any transfers or distributions from the Trust Fund, the Trustees also may require such release or other documents from any lawful taxing authority as they shall deem necessary or advisable.

Any amount hereunder due the Trustees, or for which the Trustees may become liable as Trustees under the Plan and this Agreement, which has not been paid by the Employer within a reasonable time shall become a lien on the Trust Fund and said amount may be paid by the Trustees from the Trust Fund as an expense thereof.

In the event any distribution made to a Member shall constitute taxable income under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, or any amendments thereto, or under the laws of any State, then at the time distribution is made and upon direction of the Administrator to the Trustees, any Federal or State income tax due thereon

shall be withheld from any distribution made to the Member. The amounts so withheld by the Trustees shall be paid to the respective Federal and State governments.

4.8 RESIGNATION OR REMOVAL

Any Trustee may resign by mailing to the Administrator and the Company, at their last known addresses, written notice of resignation, which shall become effective upon the expiration of thirty (30) days following the date of mailing or upon written acceptance of the resignation by the Company prior to that time.

The Company may remove any Trustee on thirty (30) days written notice, by mailing to the Trustee written notice of removal (which notice may be waived by the Trustee).

In the event of resignation of or removal of a Trustee, such Trustee shall transfer, assign and deliver the Trust Fund to the successor Trustee(s), after retaining such reasonable amount it deems necessary to provide for its expenses in the settlement of its accounts, its compensation, and any taxes or advances chargeable against or payable out of the Trust Fund and known to the Trustee. The Trustee shall render a full and complete accounting of all assets and funds held by it within thirty (30) days of its giving notice of resignation or the receipt by the Trustee of notice of removal.

Upon acceptance of the Trust and without further assignment or transfer, the successor shall become vested with all the title, estate, rights and powers (including discretionary powers), and be subject to all the duties and obligations of the Trustee originally appointed. The resigned or removed Trustee shall have no further responsibility to act hereunder except as to the rendering of a final accounting.

Until the date it shall have become such successor Trustee, no successor Trustee shall be liable or responsible for anything done or omitted in the administration of the Trust; nor, except upon the Administrator's written direction, shall it be required to inquire into or take any action concerning the acts of any predecessor Trustee.

Upon the failure of the Company to appoint a successor Trustee by the effective date of the resignation or removal of the Trustee, the remaining Trustees shall continue as the sole Trustees of the Trust, or, if there are no remaining Trustees, the Administrator shall become successor Trustee until another successor Trustee is appointed.

4.9 FILLING VACANCIES

Vacancies occurring in the trusteeship of the Trust, however caused, shall be filled by written designation of the Company of a successor Trustee and the successor Trustee's written acceptance of the Trust and this Agreement. Within sixty (60) days after its occurrence, any vacancy not filled under the foregoing provisions may be filled by appointment of a Trustee by a court of competent jurisdiction on application by the Company or any person interested in the Trust.

4.10 INTERPLEADER, ETC., IN CASE OF DISPUTES

In the event that any dispute shall arise as to the person or persons to whom payment or delivery of any funds, contracts or property shall be made, the Trustees may retain such funds, contracts or property without liability for interest. Until a satisfactory agreement covering such dispute, or a final adjudication concerning it, shall have been made, the Trustees may decline to make delivery. In such event, the Trustees may file an appropriate action in interpleader, the costs of same to be borne by the parties thereto, and not by the Trustees. However, if the costs described are not borne by the parties, then they shall be costs of administering the Trust.

4.11 COURT PROCEEDINGS

In any application to the courts, or proceeding or action in the courts, only the Company and the Trustees shall be necessary parties, and no Member or other person shall be entitled to any notice or service of process. After all appeals, if any, any judgment entered in such a proceeding or action shall be

conclusive upon all claimants under the Trust.

4.12 ADEQUACY OF TRUST FUND

The Trustees shall not be responsible for the adequacy of the Trust Fund to meet and discharge any or all payments and liabilities under the Plan. Except for the Administrator, all persons dealing with the Trustees are released from the necessity of inquiring into the decision or authority of the Trustees to act, and from responsibility for the application of any monies, securities or other property paid or delivered to the Trustees.

4.13 DIRECTIONS TO TRUSTEES

As evidence of the authority of any person or persons acting as Administrator, the Trustees may accept a certified copy of the resolutions of the Board of Directors of the Company naming such person or persons as the Administrator; and shall be entitled to recognize as such and act upon the instructions, directions, consents, and requests of the Administrator last certified to them. The Trustees may accept, as evidence of any action taken or resolution adopted by the Administrator, a written memorandum or certificate signed by any one or more persons authorized in writing by the Administrator to so sign. The Trustees may continue to act in accordance with any such action or resolution until receipt by them of notice rescinding or superseding such action or resolution.

The Trustees shall be held harmless in relying upon any certificate, notice, resolution, consent, order, or other communication purporting to have been signed by the Administrator which they believe to be genuine, and without obligation on the part of the Trustees to ascertain whether or not the provisions of the Plan are thereby being complied with.

The Trustees shall not be required to make any investigation to determine the mailing address of any Member, or the identity or mailing address of any Beneficiary (as such term is defined in the Plan), and shall be entitled to withhold making any payments until such information is certified to it by the Administrator.

Notices or communications from the Trustees to the Administrator shall be addressed to such person or persons as shall have been certified to the Trustees by the Administrator, and shall be sent to such person or persons at whatever address he or they shall have prescribed in writing to the Trustees.

4.14 ADVICE OF ADMINISTRATOR

If at any time the Trustees are in doubt concerning the course which they shall follow in connection with any matter relating to the administration of the Trust, they may request the Administrator to advise them with respect thereto. The Trustees may rely, without liability, upon the advice or direction which they give by the Administrator in response to such request.

4.15 RECEIPT FOR BENEFIT PAYMENT

On final payment or distribution to any Member, or the legal representative(s) of any such person in accordance with the provisions of the Plan and this Agreement, the Trustees shall be entitled to demand a receipt for full satisfaction of all claims against the Trust, the Trustees, the Administrator, and the Employers.

4.16 INVESTMENT IN SECURITIES OF THE COMPANY

The Administrator may direct that the Trust Fund be invested and reinvested in the common stock, preferred stocks, bonds, or other securities of the Company; and to purchase from and to loan to the Company any property (whether real, personal or mixed), provided such investments are made in accordance with ERISA and regulations issued thereunder. Up to 100% of the Trust Fund may be so invested.

4.17 TRANSFER OF TRUST ASSETS

Upon the direction of the Administrator, the Trustees shall transfer assets to the trust of another qualified retirement plan, or to such other trust or trusts created pursuant to the terms of the Plan; and accept the transfer of assets from a trust

created pursuant to a qualified retirement plan.

ARTICLE V
AMENDMENT, TERMINATION AND DURATION OF TRUST

5.1 AMENDMENT

The Company shall have the right at any time and from time-to-time to modify or amend this Agreement in whole or in part. However, except as otherwise expressly provided in the Plan and Trust, no amendment shall be made at any time pursuant to which the Trust Fund may be diverted to purposes other than for the exclusive benefit of the Members. Further, no modification or amendment which affects the rights, duties or responsibilities of the Trustees may be made without each affected Trustee's consent.

Notwithstanding anything contained herein to the contrary, upon reasonable notice to the Trustees, this Agreement may be amended at any time by the Company if deemed necessary to conform to the provisions and requirements of ERISA or the Code or regulations promulgated pursuant thereto in order to maintain the tax-exempt status hereof thereunder, or to conform to the provisions and requirements of any law, regulation, order or ruling affecting the character or purpose of the Plan or Trust.

5.2 TERMINATION

This Agreement may be terminated at any time by a written instrument signed on behalf of the Company by its appropriate officer or officers and delivered to the Trustees. As the result of such termination, no part of the Trust Fund shall be used for or diverted to purposes other than for the exclusive benefit of the persons entitled to benefits under the Plan, except as otherwise expressly provided for in the Plan and Trust.

5.3 TRUST IRREVOCABLE

The Trust hereby created shall be irrevocable. However, nothing herein contained shall prevent the Company from terminating the Trust in the manner provided in Section 5.2.

5.4 DURATION OF TRUST

The Trust hereby created shall continue in effect for the maximum period of time permitted by law, unless this Trust is terminated in accordance with Section 5.2.

ARTICLE VI
MISCELLANEOUS

6.1 RELATION TO PLAN

All words and phrases used herein, unless otherwise expressly defined herein, shall have the same meaning as in the Plan, and this Agreement and the Plan shall be read and construed together. In the event of an irreconcilable conflict between this Agreement and the Plan with regards to the duties, liabilities, rights, and powers of the Trustees, this Agreement shall prevail and control. Whenever in the Plan it is provided that the Trustees shall act as therein provided, they shall be empowered, and are hereby authorized, to do so for all purposes as fully as though specifically so provided herein. However, no amendments to the Plan made subsequent to the date hereof which substantially increase the duties or responsibilities of the Trustees shall bind or affect the Trustees until approved in writing by each affected Trustee. The Administrator shall furnish the Trustees with copies of the Plan and all amendments thereto.

6.2 ASSIGNMENT

Except as may be provided in the Plan, none of the benefits, payments, proceeds, claims or rights hereunder of any Member shall be subject to any claims of any creditor of such person. In particular, the same shall not be subject to attachment or garnishment or other legal process by any creditor of any Member. No Member shall have the right to alienate, anticipate, commute,

pledge, encumber, or assign any of the benefits which he may expect to receive, contingently or otherwise, under this Agreement and the Plan. The provisions of this Section shall not apply in the case of a Qualified Domestic Relations Order (as such term is defined in Section 414(p) of the Code).

6.3 SUCCESSOR COMPANY

If any successor to the Company continues the Plan, it shall concurrently become a successor party to this Agreement by giving to the Trustees written notice by duly authorized persons of its adoption of the Plan and this Agreement. Said written notice shall constitute such successor a signatory hereto.

6.4 USE OF TRUST FUNDS

Except as provided for in this Agreement and the Plan, under no circumstances shall any contributions by an Employer to the Trust, or any part of the Trust Fund, be recoverable by an Employer from the Trustee, or be used for or diverted to purposes other than for the exclusive purposes of providing benefits to the Members; provided, however, that:

(a) In the event an Employer requests an initial letter of determination from the Internal Revenue Service to the effect that the Plan and this Trust satisfy the requirements of Sections 401 and 501 of the Code, but such request is denied, the contributions of such Employer shall be returned by the Trustees to the Employer within one (1) year of such denial, but only if the request was made by the time prescribed by law for filing the Employer's return for the taxable year in which the Plan is adopted, or such later date as the Secretary of the Treasury may prescribe.

(b) To the extent disallowed as a deduction under Section 404 of the Code, a contribution of an Employer for any Plan Year shall be returned by the Trustees to the Employer within one (1) year after the final disallowance of the deduction by the Courts.

(c) A contribution made by an Employer due to a mistake of fact may be returned to the Employer within one (1) year after payment of the contribution.

6.5 UNENFORCEABLE PROVISIONS

If any provision of this Agreement shall be for any reason invalid or unenforceable, the remaining provisions shall, nevertheless, be carried into effect.

6.6 CONSTRUCTION

This Agreement shall be construed, administered, and enforced fairly and equitably in accordance with the purposes of the Plan and in accordance with ERISA and the Code; and where state law is applicable, under laws of the State of California.

6.7 POOLING OF ASSETS

In the event the Company adopts or becomes a contributing employer under another plan which is qualified under Section 401(a) of the Code, or any successor to such Section 401(a) plan, the Trustees from time to time may pool all or any portion of the assets of this Trust Fund with assets belonging to such other tax-qualified plan into one single Trust Fund. The Trustees may commingle such assets, make joint or common investments, and carry joint accounts on behalf of this Trust Fund and such other trust, allocating undivided shares or interests in such investments or accounts or in any pooled assets to the two or more trusts in accordance with their respective interests. The Trustees may also buy or sell any assets or undivided interests therein in this Trust Fund, or in any other trust with which the assets of this Trust Fund may be pooled, to or from this Trust Fund or such other trust at such prices or valuations as the Trustees may in good faith determine to be the fair market value of such assets or undivided interests.

6.8 INDEMNITY AND INSURANCE

This Section 6.8 shall apply only if the Trustees are individuals employed by the Company or an Employer. This Section

shall not apply if the Trustee is a bank, trust company, insurance company or other corporation.

In its discretion, the Company may obtain, pay for, and keep current a policy or policies of insurance, insuring the Trustees against any and all liabilities, costs and expenses (including attorney's fees) incurred by the Trustees as a result of any act, or omission to act, in connection with the performance of their duties, responsibilities, and obligations under the Plan and Trust and any applicable Federal or state law.

If the Company does not obtain, pay for, and keep current any type of insurance policy or policies referred to in the preceding paragraph, or if such insurance is provided but the Trustees incur any costs or expenses which are not covered under such policies, then, in either event, the Company, to the extent permitted by law, shall indemnify and hold harmless such parties against any and all costs, expenses, and liabilities incurred by such parties in performing their duties and responsibilities under the Plan and the Trust, including attorney's fees, provided such party or parties were acting in good faith within what was reasonably believed to have been in the best interests of the Plan and Trust and the Members.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of this 20 day of December, 1998.

MACERICH PROPERTY MANAGEMENT COMPANY

By: /s/ Richard A. Bayer
Print Name: Richard A. Bayer
Its: General Counsel & Secretary

THE TRUSTEES

/s/ Richard Bayer
Richard Bayer

/s/ Arthur Coppola
Arthur Coppola

/s/ Thomas O'Hern
Thomas O'Hern

[O'Melveny & Myers LLP Letterhead]

December 20, 1998

The Macerich Company
401 Wilshire Boulevard, Suite 700
Santa Monica, California 90401

Re: Registration on Form S-8 of The Macerich Company

Gentlemen:

In connection with the preparation of the Registration Statement on Form S-8 (the "Registration Statement") to be submitted by The Macerich Company (the "Company") to the Securities and Exchange Commission with respect to The Macerich Property Management Company Profit Sharing Plan (the "Plan"), you have requested our opinion as to whether the provisions of the written documents constituting the Plan comply with the requirements of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). We consent to the use of this opinion as an exhibit to the Registration Statement.

We have been advised by you that the Plan, as adopted on January 1, 1984 and amended December 12, 1994, received a favorable determination letter, dated July 18, 1995, from the Internal Revenue Service (the "Service") that the Plan satisfied the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), and regulations thereunder, the Tax Reform Act of 1986, and subsequent legislation (the "Determination Letter"). We have also been advised by you that certain other Plan amendments have been adopted in the form of an amendment to and restatement of the Plan effective as of February 1, 1999, and that the amendments reflected in the restated Plan document of that date will be submitted to the Service on an Application for Determination for Employee Benefit Plan. You have advised us that the Plan will be timely amended within the applicable remedial amendment period with respect to any additional amendments required by the Service as a condition to granting a favorable determination letter with respect to such amendments.

Based on the foregoing, and our examination of the Plan and accompanying trust, it is our opinion that the form of the Plan satisfies the essential substantive requirements of ERISA and the Code. Our opinion and any determination letter issued by the Service covers only the form of the Plan and leaves open the question of whether, in operation, the Plan is qualified.

Respectfully submitted,
/s/ O'Melveny & Myers LLP

[BALLARD SPAHR ANDREWS & INGERSOLL, LLP LETTERHEAD]

December 30, 1998

The Macerich Company
233 Wilshire Boulevard, Suite 700
Santa Monica, California 90401

Re: Registration Statement on Form S-8
dated December 30, 1998

Ladies and Gentlemen:

We have served as Maryland counsel to The Macerich Company, a Maryland corporation (the "Company"), in connection with certain matters of Maryland law arising out of the registration of 150,000 shares (the "Shares") of common stock, $.01 par value per share, of the Company ("Common Stock") covered by the above-referenced Registration Statement (the "Registration Statement"), under the Securities Act of 1933, as amended (the "1933 Act"). The Shares are to be issued by the Company in connection with The Macerich Property Management Company Profit Sharing Plan, Amended and Restated Effective as of February 1, 1999 (the "Plan"). Capitalized terms used but not defined herein shall have the meanings given to them in the Registration Statement.

In connection with our representation of the Company, and as a basis for the opinion hereinafter set forth, we have examined originals, or copies certified or otherwise identified to our satisfaction, of the following documents (hereinafter collectively referred to as the "Documents"):

1. The Registration Statement, to be filed with the Securities and Exchange Commission (the "Commission"), pursuant to the 1933 Act, in the form to be transmitted by the Company to the Securities and Exchange Commission (the "Commission") under the 1933 Act;

2. The charter of the Company (the "Charter"), certified as of a recent date by the State Department of Assessments and Taxation of Maryland (the "SDAT");

3. The Bylaws of the Company, certified as of a recent date by its Secretary;

4. Resolutions adopted by the Board of Directors of the Company relating to the sale, issuance and registration of the Shares, certified as of a recent date by the Secretary of the Company;

5. A specimen of the certificate representing a share of Common Stock, certified as of a recent date by the Secretary of the Company;

6. A certificate of the SDAT as to the good standing of the Company, dated as of a recent date;

7. A certificate executed by Richard A. Bayer, Secretary and General Counsel of the Company, dated the date hereof;

8. An unexecuted copy of the Plan; and

9. Such other documents and matters as we have deemed necessary or appropriate to express the opinion set forth in this letter, subject to the assumptions, limitations and qualifications stated herein.

In expressing the opinion set forth below, we have assumed, and so far as is known to us there are no facts inconsistent with, the following:

1. Each individual executing any of the Documents on behalf of such individual or any other person is duly authorized to do so.

2. Each individual executing any of the Documents, whether on behalf of a party (other than the Company) is legally competent to do so.

3. Each of the parties (other than the Company) executing any of the Documents has duly and validly executed and delivered each of the Documents to which such party is a signatory, and such party's obligations set forth therein are legal, valid and binding and are enforceable with all stated terms.

4. All Documents submitted to us as originals are authentic. All Documents submitted to us as certified or photostatic copies conform to the original documents. All signatures on all such Documents are genuine. All public records reviewed or relied upon by us or on our behalf are true and complete. All statements and information contained in the Documents are true and complete. There are no oral or written modifications or amendments to the Documents, or waiver of any of the provisions of the Documents, by action or omission of the parties or otherwise. The form and content of the Plan submitted to us as an unexecuted draft do not differ in any material respect relevant to this opinion from the form and content of the Plan as executed or delivered.

5. The outstanding shares of stock of the Company have not been and will not be transferred in violation of any restriction or limitation contained in the Charter. The Shares will not be issued or transferred in violation of any restriction or limitation contained in the Charter.

The phrase "known to us" is limited to the actual knowledge, without independent inquiry, of the lawyers at our firm who have performed legal services in connection with the issuance of this opinion.

Based upon the foregoing, and subject to the assumptions, limitations and qualifications stated herein, it is our opinion that:

1. The Company is a corporation duly incorporated and existing under and by virtue of the laws of the State of Maryland and is in good standing with the SDAT.

2. The Shares have been duly authorized for issuance pursuant to the Plan and, when and if issued and delivered against payment therefor in the manner described in the Plan, will be (assuming that the sum of (i) all shares of Common Stock issued as of the date hereof, (ii) any shares of Common Stock issued between the date hereof and any date on which the Shares are actually issued or reserved for issuance(not including the shares) and (iii) the Shares, will not exceed the total number of shares of Common Stock that the Company is then authorized to issue) validly issued, fully paid and nonassessable.

The foregoing opinion is limited to the substantive laws of the State of Maryland and we do not express any opinion herein concerning any other law. We express no opinion as to the applicability or effect of compliance with any federal or state securities laws, including the securities laws of the State of Maryland, or as to federal or state laws regarding fraudulent transfers or real estate syndication. To the extent that any matter as to which our opinion is expressed herein would be governed by any jurisdiction other than the State of Maryland, we do not express any opinion on such matter.

We assume no obligation to supplement this opinion if any applicable law changes after the date hereof or if we become aware of any fact that might change the opinion expressed herein after the date hereof.

This opinion is being furnished to you solely for submission to the Securities and Exchange Commission as an exhibit to the Registration Statement and, accordingly, may not be relied upon by, quoted in any manner to, or delivered to any other person or entity (other than O'Melveny & Myers LLP, counsel to the Company) without, in each instance, our prior written consent.

We hereby consent to the filing of this opinion as an Exhibit to the Registration Statement and to the use of the name of our firm therein. In giving this consent, we do not admit that we are within the category of persons whose consent is required by Section 7 of the 1933 Act.

Very truly yours,
/s/ Ballard Spahr Andrews & Ingersoll LLP

CONSENT OF INDEPENDENT ACCOUNTANTS

We consent to the incorporation by reference in the registration statement of The Macerich Company on Form S-8 regarding The Macerich Property Management Company Profit Sharing Plan of our report dated March 20, 1998, on our audits of the consolidated financial statements and financial statement schedule of The Macerich Company as of December 31, 1997 and 1996, and for the years ended December 31, 1997, 1996, and 1995, and our report dated April 15, 1998 on our audit of the Historical Statement of Gross Income and Direct Operating Expenses of The Equitable Life Assurance Society of the United States Separate Account No. 174 for the year ended December 31, 1997, which reports are incorporated by reference in this registration statement.

PricewaterhouseCoopers LLP
/s/ PricewaterhouseCoopers LLP

Los Angeles, California
December 30, 1998

INDEPENDENT AUDITORS' CONSENT

The Board of Directors of The Macerich Company
and the Managing General Partner of JMB/CM
Village Associates:

We consent to the incorporation by reference in the registration statement on Form S-8 of The Macerich Company, regarding The Macerich Property Management Company Profit Sharing Plan, of our report dated August 25, 1998, with respect to the statement of revenue and certain expenses of The Village at Corte Madera for the year ended December 31, 1997, which report appears in the Form 8-K/A of The Macerich Company dated November 10, 1998. Such report contains a paragraph that states that the statement of revenue and certain expenses was prepared for the purpose of complying with the rules and regulations of the Securities and Exchange Commission as described in Note 1. It is not intended to be a complete presentation of The Village at Corte Madera's revenue and expenses.

KPMG Peat Marwick LLP
/s/ KPMG Peat Marwick LLP

San Diego, California
December 30, 1998

INDEPENDENT AUDITORS' REPORT

We consent to the incorporation by reference in the Registration Statement of The Macerich Company on Form S-8 relating to The Macerich Property Management Company Profit Sharing Plan of our report dated July 29, 1998 on our audit of the Statement of Revenues and Certain Expenses of Westside Pavilion for the year ended December 31, 1997, appearing in Form 8-K/A of The Macerich Company dated September 11, 1998.

/s/ Deloitte & Touche LLP

December 30, 1998
Chicago, Illinois