

THIS CRITERIA IS A GUIDE TO THE LANDLORD/OWNER AND ARCHITECT. IT IS NOT A COMPREHENSIVE CONSTRUCTION SPECIFICATION AND SHOULD NOT BE USED AS SUCH. IT IS NOT TO BE INCLUDED IN THE CONSTRUCTION DOCUMENT SET OR THE FINAL PLANS.

2.2K **CONFIDENTIAL** DUAL DOCK PROTOTYPE CRITERIA

The architect must verify through the client and Ross Stores that the correct and approved prototype set is in use and that the **CONFIDENTIAL** site-specific AE-1 Tenant's Plan has been received and reviewed prior to issuing completed plans.

1 CRITERIA - GENERAL

1.1 This prototype set is the "prototype plans" identified in lease exhibit "C", construction obligations of landlord.

1.2 This prototype contemplates a single tenant, free standing building of approximately 22,000 sq ft with a 35-foot high projected entry feature providing convenient customer access and commercial presence as well as sufficient area and visibility for the storefront **CONFIDENTIAL** internally illuminated logo signing; a sales floor 117'-10" wide by 158'-4" deep; a 2,630 sq ft back-of-house providing floor level (or semi-recessed) secure receiving from a dual dock for two full size semi trucks with trailers; separately metered utilities (gas, water, power); independent building services (waste sewer, storm sewer, telephone and data service, mail service, automatic sprinkler system, garbage service); a dedicated and secure compactor; and an accessible space for the exterior trash bin immediately adjacent to the stockroom man door.

1.3 This prototype set shows a model store independent of a location and context. It is provided as a guide to the tenant's store requirements in advance of the tenant's site-specific requirements that will be developed during the project design phase and issued as the site-specific AE-1 Tenant's Plan and Elevation

1.4 Compliance with applicable codes: Neither this prototype nor the site-specific Tenant's Plan is to be assumed to meet the provisions of the applicable codes where the project store is to be constructed. It is the responsibility of the architect-of-record to insure compliance with all applicable codes. If changes are required to be made in the **CONFIDENTIAL** plans and requirements due to those codes then notify and consult in advance with the assigned Ross Store Designer in the making of those changes (See Contacts, Sheet A0.0).

1.5 Accessibility Special care must be exercised to insure that the tenant store **AND** RELATED SITE are designed and constructed to be accessible to persons with disabilities and to be in full compliance with the detail requirements for signing, equipment, quantity, hardware, marking, devices, operating force, maneuvering, finishes, mounting, clearance and access contained in the applicable state and federal accessibility guidelines (the provisions of more than one may be applicable) including those of the Americans with Disabilities Act as well as the Department of Justice certified guidelines for the specific state in which the store will be located (See Sheet G1.2 for required Architectural Barrier Survey).

1.6 The prototype floor plan shows some tenant fixtures and improvements that will be installed by the tenant after turn-over. These are drawn in dashed lines and are not typically included in the landlord's required scope of work (although some may be provided or installed through a landlord lease-hold improvement allowance). These include the fitting room cubicles and mirrors; the fitting room control foyer shelf; office and closet shelving; stockroom shelving and furnishings (except fixture display wall; office counters and furnishings; locker room fixtures and furnishings (except the landlord provided locker room counter and wall cabinet); equipment room shelf and rack; 8-yard recycle bin; EAS pedestals (except conduit and 120v wiring); and, entry rollings. Please be aware that dashed lines have also been used in the prototype drawings to identify hidden and overhead conditions as well as imaginary, site and sweep lines associated with landlord scope of work elements.

1.7 The configuration and details of the prototype are subject to modification and adjustment by the tenant based on site conditions, merchandise and operational requirements and the needs of business which may require such modifications as, but not limited to, revised office space, resized fitting rooms, resized toilet rooms, on angled dock, or a revised entry and checkout configuration. Such site modifications, if any, will be shown in the Tenant's Plan (See section two, Design Phase, below)

1.8 Sheet A1.00 presents the dual dock prototype floor plan. In new developments it is expected that the store interior will be essentially identical to the prototype. In those developments where existing structures are retained and reused it is assumed that there will be modifications in the configuration but that the store will nevertheless be conceptually identical to the prototype. Some of the key characteristics of the plan are:

A. An essentially square sales floor with a clear area of 18,500 square feet, a FOF width of 117'-10", a FOF depth of 158'-4" with few perimeter irregularities and no visual obstructions.

B. The checkout configuration is approximately centered with the main entry door (door number one) to the right side of the checkout and leading into a counter-clockwise sales floor circulation.

C. The fitting room complex (control foyer, women's fitting room and men's fitting room together with the toilet room complex accessed and controlled from the foyer) is located opposite the entry at the rear of the sales floor. This complex is to be retained as a functional group although the configuration may be adjusted to accommodate existing shell elements.

D. The office configuration (locker/break room, cash office, the manager's office, and equipment closet) is to be retained as a functional group accessed from the sales floor although the configuration may be adjusted to accommodate an existing shell as long as the operational and functional viability is maintained.

E. The stockroom (includes the electrical room and janitor's closet) is organized in a linear pattern beginning with a dock/receiving area (minimum 21' in width) and leading through a traffic door directly to the sales floor marked circulation aisle. Storage of about 150 square feet is an accessory space to the linear path. The stockroom can be adjusted to accommodate the existing shell as long as the linear flow and functional width are maintained.

F. The dual truck dock is to be fully secure (sealed docking), easily accessible to 65-foot semi trucks (53-foot trailer) and provide direct stockroom receiving from the trailer. The dock is to be angled for optimum access. Blind-side docks are to be avoided.

G. A dedicated compactor area is required (NO EXCEPTION).

H. A dedicated area for a recycle bin is required to be adjacent to and easily accessible from the stockroom man door and accessible for in-place pickup (NO EXCEPTION).

1.9 Sheet A3.0 presents the **CONFIDENTIAL** prototype exterior entry elevation. This elevation may or may not be appropriate in its detail for a specific site or a given context but the intent of the elevation as well as its essential characteristics MUST BE PRESENT. Those characteristics include:

A. The sign field of the marquee must be of sufficient size to accommodate the standard 64" **CONFIDENTIAL** signage without crowding (minimum 55'-0" clear width 19'-4" clear height) and have a minimum LRV of 75% when facing south or west and 55% when facing east or north.

B. The entry feature is to be not less than 35' high unless such height is specifically prohibited by local building authority or the conditions of development.

C. **CONFIDENTIAL** elevation and entry feature are never to be presented in a subordinate relationship (in massing height, width, projection, color value, balance, and illumination) to adjacent construction and to the elevations and features of other like sized or smaller tenants in the center.

D. If constructed of an EPS finish, that EPS on the entry feature (both main and secondary structures) is to be backed with 5/8" exterior type plywood sheathing.

E. The signing marquee and logo signing are centered above the storefront opening and are to be visible from the center perimeter through at least a 90-degree cone (that cone may be intermittently but only partially interrupted).

F. Required standard signing includes, in addition to the entry marquee signing identified above, illuminated under-canopy signing oriented to passing pedestrian traffic; low wall plaques on exposed building elevations with accent lighting whenever possible; parapet high secondary signing at side and rear elevations where visible to traffic flows; and, such other retail site-specific signing as may be required by the landlord to establish identity and presence. (Other signing: standard mall signing and mall blade signings; sign presence on center pylons and monuments; and, special signing judged appropriate and necessary due to site-specific conditions.)

G. The entry feature and marquee are projected beyond and free of the base building line sufficient to allow a convenient pedestrian thoroughway of the storefront level.

H. An architectural demarcation of the elevation lease width is required.

I. Architectural building lighting is required. No object creating an obstruction to circulation or to visibility may be placed in front of the elevation without the specific written approval of the architect-of-record representative for each item.

J. The entire elevation is to be an architecturally unified design that stresses hierarchy, balance and symmetry focusing on the entry and expressing a prominent commercial presence as well as a clear and distinct d's identity over the entire building width.

K. Notice of non-responsibility: This prototype set together with such supplemental materials, specifications and instructions as may be issued by the tenant and its agents over the course of project development are furnished to the architect-of-record and landlord only as a guide to equipment installation and operating requirements. The use of such for structural and architectural purposes is not authorized. The use of drawings and specifications are also subject to applicable ordinances and regulations; the compliance therewith is the responsibility of the architect-of-record and landlord. All drawings and specifications are submitted upon the understanding that no responsibility is assumed by Ross Stores, Inc. with respect thereto.

2 DESIGN PHASE

2.1 Landlord Shell Submittal: At the initiation of the design phase the assigned Ross Store Designer is to be provided with a shell plan and elevation for the store that the landlord proposes to deliver together with a full project site plan in AutoCAD 2000 single file format (all x-ref's must be bound) and drawings of all center and tenant sign elevations including proposed colors and materials for review and comment (see lease exhibit "C" and the Ross Initiation Letter). The landlord and the architect-of-record are also to identify at that time all constraints, requirements, agreements, codes, understandings or conditions that would limit or prohibit the construction and delivery of a store substantially identical to that in these prototype documents.

2.2 Priority Queue: As soon as the Landlord Shell Submittal is received for a project that has received Ross real estate committee approval, that project will be placed in a priority queue. While several design phase projects are worked on by Ross Store Designer any given time, projects are rarely worked on in advance of their place in that queue. If you believe there are any special conditions that may be cause for a project to be addressed ahead of others in that queue, then please alert the Real Estate representatives in writing to those conditions and warn us of the adverse consequences that may be expected should we not be able to adjust the priority of the project as you wish.

2.3 When the project reaches the top of the priority queue, the assigned Ross Store Designer will review and comment on the submitted materials and will, where deemed necessary and appropriate, request modifications. Further, based on the submitted shell and its modifications, the Ross Store Designer will prepare and provide the landlord with the **CONFIDENTIAL** architect-of-record with the **CONFIDENTIAL** site-specific AE-1 Tenant's Plan and Elevation requirements for the store.

2.4 The **CONFIDENTIAL** site-specific elevation (Tenant's Plan and Elevation) will be developed in consideration of the commercial presence it expresses within its architectural and site context. In both new and existing locations, the selection and approval of the configuration, colors, finishes, materials, and massing of the d's elevation and entry feature depends on accurate and complete knowledge about the adjacent buildings as well as other center and other tenant construction and improvements. If that context is changed and we determine that the change reduces the relative presence of our elevation then we reserve the right to, without penalty or cost, modify **CONFIDENTIAL** elevation in order to restore its relative presence.

2.5 The **CONFIDENTIAL** site-specific plan (Tenant's Plan and Elevation) will be developed in consideration of the operational viability of the store. While Ross has the ability to accommodate a wide range of existing site conditions and site constraints we will not compromise the operational viability of the store when doing so. If the site configuration and conditions change and we determine that the change reduces the operational viability of the store then we reserve the right to, without penalty or cost, modify the plan in order to restore that viability.

2.6 All documents, materials, drawings and specifications prepared for the permitting and construction of the landlord's construction obligations are subject to review and approval by Ross prior to the start of construction. This is to include but is not limited to colored exterior elevations; entry elevation material and color samples; a full site plan (in substantial conformance to that in exhibit "B" of the lease); parking, driveway and sidewalk plans including plans for site accessible route of travel, accessible stalls, signage and striping; site lighting plans, landscape plans, pylon and monument plans, architectural and engineering drawings and specifications; completed sales and local energy code compliance documents; floor plans; exterior elevations; and elevations in substantial conformance to that in exhibit "C" of the lease; reflected ceiling plans; automatic sprinkler plans; power plans; mechanical plans; electrical plans; structural plans; finish plans and schedules; door and hardware schedules; plans of receiving entries and ramps; plans locating tenant compactor, trash bins and all utility services.

2.7 The landlord's completed plans are to correctly incorporate the requirements of all governing building codes, cover the full scope of the landlord's construction obligations under the lease and are to incorporate the requirements of the prototype set, the mutually approved shell plan, the site-specific requirements of the AE-1 Tenant's Plan and Elevation and all other specific requirements, if any, requested by the tenant. Failure to incorporate those requirements and the site-specific requirements of the Tenant's Plan may result in the rejection of the plans.

2.8 Drawing Standards for completed project plans:

A. The title block on every sheet is to PROMINENTLY identify the project by the **CONFIDENTIAL** store number and location name given in the AE-1 Tenant's Plan issue letter.

B. All drawings are to be prepared and be available in AutoCAD 2000 (or other AutoCAD version as may be requested by the tenant in writing).

C. Floor plans, reflected ceiling plans and exterior elevations are to be at a scale of 1/8-inch = 1-foot.

D. Drawings are to be prepared for 30" x 42" sheets with full undivided plans.

E. The architectural floor plan must include the clear interior width and length dimensions taken from and to the face of finish for each and every area and space.

F. Only associative dimensioning is to be used. NO EXCEPTIONS.

G. The architectural floor plan is to include a layer named "A-Area" that contains a closed, dimensioned poly-line tracing of the leased area. That stated area is to be PROMINENTLY identified on the drawing.

H. Do not use x-references, nested blocks, paper space or scripting in the preparation of the plan floor plan, reflected ceiling plan or exterior elevations. FILES WITH X-REFERENCES WILL BE REJECTED.

2.9 The completed plans and required supplemental materials are to be given a quality assurance review prior to submittal and are to be submitted to the Ross Construction Representative AND the designated Ross reviewing agents identified in the letter of transmittal accompanying the issuance of the site-specific AE-1 tenant plan and elevation.

2.10 Quality assurance is the non-transferable responsibility of the landlord.

2.11 Ross reviews and approves submittals only for general conformance with the design concepts of the project and the information and instructions given by Ross. Ross disclaims responsibility for dimension accuracy, quality discrepancies, errors and omissions of information in landlord submitted documents. A Ross approval of formal and binding approval of the plans or a portion thereof is that granted by the assigned Ross Construction Representative upon the review and acceptance of the Completed Plans. Final approval of the appearance of the elevation is granted by the assigned Ross Store Designer upon review and acceptance of the elevation in the Completed Plans.

2.12 Ross may review and comment on progress and incomplete drawings submitted in advance of the Completed Plans as a way to facilitate project delivery and to interpret the application of prototypical requirements in site-specific conditions but neither such review nor comment shall constitute approval in any way whatsoever. The only formal and binding approval of the plans or a portion thereof is that granted by the assigned Ross Construction Representative upon the review and acceptance of the Completed Plans. Final approval of the appearance of the elevation is granted by the assigned Ross Store Designer upon review and acceptance of the elevation in the Completed Plans.

2.13 Final Plans shall consist of the jointly approved Completed Plans with the landlord's and tenant's agreed upon modifications incorporated therein. Final Plans must be approved prior to the start of construction. Further, all changes and revisions to the Final Plans, if any, must be resubmitted to the Ross Construction Representative for review and approval prior to the commencement of any changed scope of work. Any work subject to tenant's review and approval that is performed without the Ross Construction Representative's written approval is subject to revision at the landlord's sole expense.

2.14 Record Set: A printed record set of the Final Plans, dated and identified in ink as such on the face of each bound or individual element, is to be submitted to the Ross Construction Representative as soon as possible after joint approval but in no case later than ten business days following the issuance of a building permit for any part of the work contained in the Final Plans. Record AutoCAD electronic drawing files of the Final Floor Plan, Final Reflected Ceiling Plan, Final Interior Sales Floor Elevations, Final Exterior Elevations and Final Sign Plans are also to be simultaneously submitted by email to the Ross Store Design administrator at RossConstruction@ross.com. Each of these files is to be in AutoCAD 2000 single file format with all x-references bound (FILES WITH X-REFERENCES WILL BE REJECTED) and each is to include a layer named "Final" on which there is to appear a large overprinting of the word "FINAL" with the date of submittal. Subsequently, if any revision is required for revision, then Revised Final Plans are jointly approved for revision, then Revised Final Plans are dated and identified as such on the drawings and showing all areas of revision by clouding, are to be re-submitted as required above as soon as possible after revision and joint approval.

2.15 Tenant's Use of Final AutoCAD Plans: The Final AutoCAD drawing files will be freely used by the tenant in the creation of project specialty plans (security, fitting, signing, etc.). The tenant's RA-1 Aisle and Fixture Plans will use the Final Floor Plan as a background. Preparation of these plans requires a minimum of forty-five days of detailed work from the time the Final AutoCAD files are received. Any delay in the submittal of the RA-1 Aisle Plan and Fixture Plan essential to the timely and accurate completion of the project. Submittal of the project Final AutoCAD files as soon as possible after approval.

2.16 Design Phase Turnover to Construction Phase: The Design Phase is completed with the landlord's submittal of Completed Plans to the Ross Construction Representative for tenant's review and approval. With the submittal of the Completed Plans to the assigned Ross Construction Representative becomes the first point of contact and control for the project at Ross as well as the reviewing agent for Final Plan Approval.

3 CONSTRUCTION PHASE

3.1 Landlord shall obtain written approval of the final plans from the Construction Representative prior to the commencement by Landlord of the work and the construction of exterior elevations.

3.2 Discrepancies: Where there is a discrepancy or conflict in the Final Plans, the landlord's contractor shall obtain clarification from both the architect-of-record and the Ross Construction Representative before proceeding with the work. For work not covered in Final Plans, the contractor shall, in advance, submit to both the architect-of-record and the Ross Construction Representative drawings describing the condition and outlining the required work. Ross will not be held responsible for any work performed by the contractor without proper authorization. Should the contractor proceed with work not approved by the Ross Construction Representative, that work may be required to be undone at the contractor's cost or in the absence of the contractor, the landlord.

3.3 Compliance with Codes and Laws. The landlord's contractor is to conform and abide by all public utility, local, city, county, state and federal governmental codes, ordinances, rules and regulations governing or applicable to the work performed and installations made. Should any work be performed or an installation made contrary to such then the contractor, or the landlord in the absence of the contractor, shall bear all costs, including direct and consequential damages, legal costs, fines and the expense of mitigation. The completed premises, in every particular and without exception, shall be delivered to the tenant in full compliance with all applicable codes and regulations including but not limited to building codes, fire codes, life safety codes and accessibility codes.

3.4 Building Construction: The Tenant's Leased Premise together with all of its constituent systems and components is to be of the highest quality and constructed in accordance with the standards of the building codes and standards of the Ross Construction Representative as to the quality of construction unless otherwise specifically and individually identified in writing by the Landlord and so specifically approved by the Ross Construction representative in writing.

3.5 Manufacturers Specifications and Instructions: Unless otherwise noted, all manufactured materials, products, processes and equipment shall be installed or applied in accordance with manufacturers written instructions. No substitutions or alterations will be accepted. The landlord's contractor or the landlord in the absence of the contractor, shall bear the full cost of any corrections required by the Ross Construction Representative as a result of unauthorized substitutions and non-complying installations.

3.6 Workmanship: All finished work is to be free of defects. The tenant reserves the right to reject, at the sole discretion of the Ross Construction Representative, any materials and workmanship which is not considered to be of the highest standards of the various trades involved. The landlord's contractor, or the landlord in the absence of the contractor, shall bear the full cost of the correction of poor workmanship.

3.7 As-Builts, Manuals, Test Reports, Instructions and Warranties: Upon completion, the landlord's contractor is to deliver two bound sets of instructions and "As-Builts" for the completed building shell and tenant improvements including all test results, HVAC EOC report, HVAC balance report, roof inspection report, and the manufacturer's certificates, warranty slips and operating instructions for all equipment and devices to be operated or maintained by the tenant. One set is to be delivered to the on-site **CONFIDENTIAL** Store Manager. The second set, together with a complete set of "pdf" electronic files of the As-Builts on a compact disk(s), is to be sent to the attention of the assigned Ross Construction Representative at the Ross Corporate Headquarters in Pleasanton, California. The building will not be considered substantially complete until this information is received and determined to be complete and accurate. The landlord will pass through to Ross Stores, Inc. all warranties on equipment, materials and labor occurring through the course of construction.

3.8 Construction Completion: The construction completion date, as specified in the lease or contract, is that day on which the construction has been completed and all clearances for occupancy and use of the project have been received from all governing bodies, except for business licenses required of the tenant.

A. Any unoccupied space adjacent to the tenant's premises shall, at the time of the tenant's occupancy, be secured to prevent break-in and entering into or vandalism of the tenant's premises via the unoccupied space.

B. Prior to acceptance of the completed work, the landlord is to provide a Certificate of Occupancy from the government agency or agencies having jurisdiction and the authority to issue such. Ross Stores will take possession of the premises subject to the issuance of such a certificate and satisfactory completion of all work specified herein.

3.9 Temporary Power: Upon tenant's entry to the space for construction purposes, the landlord shall provide a minimum of 100 amps of temporary power for tenant's sole use until such time as permanent power is available and operational.

3.10 Punch List: The Ross Construction Representative will review the work with the landlord's contractor prior to final acceptance and prepare a tenant's Punch List. The building will not be considered complete until that Punch List work has been reviewed, accepted as complete and all "As-Builts" and additional required materials are received (See 3.5 above).

3.11 Roof Inspection Report: Within 30 calendar days prior to the Delivery Date a roof inspection, contracted by the landlord or the landlord's contractor, shall be made and a certified report, prepared. The inspection is to be made by Pegnola & Pegnola or another independent roof inspection company (not a construction contracting company) approved by the Ross Construction Representative. The report is to certify that the roof is in good weather tight condition and that the roof, including, without limitation, the waterproofing membrane and the roof covering, has a minimum life expectancy, if new, of fifteen years or more from the date of the inspection report, or, if existing, five years or more. In the event that the report indicates a life expectancy less than that specified or that the roof is not watertight then the roof is to be replaced or repaired and re-inspected for certification.

3.12 Incentives for Energy Efficient Equipment and Systems: The Tenant is entitled to receive any and all rebates for energy efficient equipment and systems that are installed under the Landlord's Construction Obligation. At turnover, the landlord's contractor is to provide the Ross Construction Representative for pass through to the Ross Stores Real Estate Administration Service a Rebate Binder containing copies of the invoices for all equipment installed, the equipment specification for each and a copy of the completed project energy code compliance submittal. See Energy Rebate contact listed on sheet A0.0.

4 **CONSTRUCTION - GENERAL NOTES**

4.1 The landlord's contractor shall verify all dimensions and conditions in the Final Plans and on the job site prior to execution of any work and shall immediately notify the Ross Construction Representative and the architect-of-record of any discrepancy. The contractor will be responsible for all costs arising from a failure to perform such verification and to make timely notification of discrepancies. The architect-of-record will, in an expedient manner, provide the Ross Construction Representative with revised drawings reflecting any of these discrepancies and related mitigation for review and approval.

4.2 The landlord's contractor will be responsible for all fees and costs for licenses, permits, certificates, service charges, etc., assessed by any governmental agency or utility company. Contractor's installation of all utilities and subsequent hookup shall be as necessary to assure conformance with the requirements of the Final Plans and with utility company requirements.

4.3 The landlord's contractor will be responsible for obtaining and paying for the cost of all inspections and tests required to implement the Final Plans and specifications, recommended by the soil reports or required by any governmental agency having authority over the project as well as those required by these documents and the lease including but not limited to:

- A. Floor slab moisture, alkalinity and bond tests (see 5.1 below).
- B. Existing space hazardous materials report (see 4A.6 below).
- C. Roof inspection report (see 3.9 above).
- D. HVAC EOC report (see sheet A0.0/7A.2A).
- E. HVAC air balance report (see sheet A0.0/7B).

4.4 After approval of the Final Plans, all revisions must proceed through the architect-of-record and the Ross Construction Representative for approval. Any revisions made without the written approval of the Ross Construction Representative may be considered void and, at the sole discretion of that representative, the work rejected and required to be modified at no cost to Ross.

4.5 Tenant and tenant sub-contractors are to be allowed to do work prior to substantial completion subject only to the appropriate progress of the work and a seven (7) day prior notice of intent by the Ross Construction Representative to the landlord and the landlord's contractor in possession of the premises.

4.6 No roof openings or roof-mounted equipment are allowed beyond those that are shown in the Final Plans.

4.7 The landlord's contractor shall provide public protection as necessary for safety and as required by local codes.

4.8 All materials and work to conform to latest governing building codes and regulations.

4.9 The landlord's contractor shall provide access panels required for operation and access by plumbing, air conditioning and other trades, and as required by code. Locations and type of panel are to be reviewed and approved by the Ross Construction Representative. All panels located in the fitting room complex and on the sales floor, if any, must have locking covers.

4.10 Ross requires that fire extinguisher(s) be provided and installed in accordance with the minimum standards of NFPA. Locations to be selected so as not to interfere with merchandise and fixtures. Placement is subject to the approval of the **CONFIDENTIAL** Store Manager and, where subject to local code, the approvals of the governing authority.

4.11 Exit signs shall be powered by separate dedicated 24-hour emergency circuits, independently controlled.

4.12 Tenant's space will be provided with a water meter separate from the center and other tenants.

4.13 Water meter line to be 2" I.D. and sewer lines are to be 4" I.D. minimum.

4.14 Lease Hold Improvement Allowance: The Landlord is to include a cash allowance for the purchase and installation by Ross Stores of the following LHI items (listed amounts include taxes and freight).

a. Cart railing	\$4,250.00
b. Fitting rooms	\$10,750.00
c. Counter tops	\$2,000.00
d. Installation of a thru c	\$9,000.00
Total LHI Allowance	\$25,000.00

Purchase and installation (as listed above) will be provided by Ross and will utilize Ross approved vendors and installers. Delivery of Ross purchased, landlord's contractor installed, items is to be scheduled through the Ross Construction Representative.

4.15 Tenant Supplied landlord's contractor Installed Items: The installation by the landlord's contractor of certain Ross supplied items is included in the Landlord's construction obligation. These items will include without limitation: all customer service, sales and checkout counters on the sales floor including set-up and final electrical connection of counter wiring. The contractor must confirm in writing through the Ross Construction Representative: 1) the specific items to be supplied by Ross for landlord installation, and 2) the date for the delivery of those items to the job site. Unloading of the items from the delivery truck is the responsibility of the landlord's contractor.

4.16 The Ross sign contractor will obtain separate approvals and permits from governing agencies for the installation of temporary and permanent tenant identity signs. The landlord's contractor must verify and insure that required access and power (circuits and conduit) are provided at all of the locations where approved signs are to be installed just prior to the time of the scheduled installation and confirm the same in writing to the Ross Construction Representative.

4.17 At the time of the final building department inspection, the landlord's contractor shall prepare a notarized official certificate of construction compliance with the applicable energy conservation standards of the locality. An original of that certificate is to be submitted to the Director of Facilities, Ross Stores, Inc., 4440 Rosewood Drive, PL-4-E5, Pleasanton, CA 94588-3050.

4.18 At the time of final building department inspection the landlord's contractor is to have provided and installed all signing required by governmental authorities and public utilities including without limitation fire and life safety signing, accessibility (ADA), delayed egress signing and building address signing. Signing must be of a type approved by and in conformance with applicable requirements and must be located in consultation with the Ross Construction Representative to insure that no conflicts arise with respect to Ross signing, fixtures and merchandising.

4A **CONSTRUCTION - GENERAL NOTES - EXISTING SPACES**

4A.1 The landlord's contractor is to remove all remaining exterior signs and abandoned items of the previous occupant and patch, repair, clean and paint as required by the Ross Construction Representative for a neat, unblemished and finished appearance giving no evidence of the prior condition and damage. Painted and stained surfaces are to be refinished in kind to match existing, unless otherwise required by the Final Plans and the Ross Construction Representative.

4A.2 The landlord's contractor is to in-fill any floor drains and depressions in the floor slab and do any and all work necessary to provide a level and smooth slab equal to the standard set in Item 5.1 below.

4A.3 All abandoned sales fixtures, shelving, cabinetry, floor coverings, signage, electrical, and mechanical equipment, plumbing fixtures and any other items not deemed useful or necessary by the Ross Construction Representative are to be removed. The Ross Construction Representative will determine which items are to be retained for reuse, if any.

4A.4 The landlord's contractor is to verify the size and location of all existing utility lines and status to the building and notify the Ross Construction Representative of any discrepancies between those shown on the Final Plans, if any, and those identified by inspection.

4A.5 The landlord's contractor is required to bring all utilities (water, sewer, gas, phone and electrical) into the tenant space ready for service.

4A.6 The store is to be delivered free, without exception, of hazardous materials including all asbestos containing materials and is to be surveyed and certified as such by a licensed environmental consultant acceptable to the **CONFIDENTIAL** construction representative.

5 CONSTRUCTION - FLOORS

5.1 Both new and existing concrete floor slabs are to be 2800 psi concrete (or greater as recommended in the soils report or designed by the engineer-of-record), without cracks (except hairline shrinkage cracks acceptable to the Ross construction representative) smooth finish, level (not to exceed +/- 1/8" and on a single plane without depressions or raised areas (neither to exceed 1/8" as measured against a 10' true steel edge). Control joints gaps are not to exceed 1/8" and must be filled with a joint sealer compatible with the floor epoxy/urethane floor sealer. Both new and existing concrete slabs must be a minimum of 4 inches thick and pass suitability tests for the installation (i.e., uniformly tested at 1 test per 1000 square feet of area, no test may exceed the allowed limits of 5 lbs or less per 1000 square feet for calcium chloride testing; alkalinity testing not to exceed a pH of 9; and, no failure on 72-hour bond tests). Notification of such testing is to be given to the architect-of-record and to the Ross construction representative. A certified report of each test result is to be submitted to both for record prior to the installation of floor finish. New concrete slabs are to be placed over an engineered subgrade that is fully covered by a low permeance, fully sealed vapor barrier of high puncture resistance and high tensile strength.

5.2 The Ross construction representative must be given the opportunity to inspect the condition of every new and existing floor slab prior to the installation of the specified floor finish. A 14-day prior notice must be given to the d's construction representative of the intended finish floor installation. An inspection or not of a slab or substrate by the **CONFIDENTIAL** construction representative will not in any way relieve the contractor and landlord of the responsibility to provide the specified slab and finished floor free of installation and performance defects.

5.3 All new concrete slabs MUST be treated with CreteSeal CS2000 Spray Apply System (with 15-year warranty) applied in accordance with the manufacturers written instructions and in the presence of a CreteSeal Technician (no exceptions). The Ross Construction Representative must be given at least a one-week prior notice of the intended treatment date. A copy of the CreteSeal Project Information Form prepared by the CreteSeal Technician at the time of application and signed by the landlord's contractor must be sent to the Ross Construction Representative and received within 5-working days of the date of application (no exceptions).

5.3A Epoxy/Urethane sealed concrete floor slabs will require a light bead blast finish. The coating system will not cover a deep blast profile - modify the shot blaster as necessary. The concrete profile must be sufficient to anchor the coating to the concrete substrate.

5.4 Existing concrete slabs must be without performance defects over the period of the d's tenancy. All existing concrete slabs MUST receive the CreteSeal CS2000 2-day system performed in accordance with the manufacturers written instructions and in the presence of a CreteSeal Technician (no exceptions). A copy of the CreteSeal Project Information Form prepared by the CreteSeal Technician at the time of application and signed by the landlord's contractor, must be sent to the Ross Construction Representative and received within 5-working days of the date of application (no exceptions).

5.5 Ross does not permit the installation of new floor finishes over existing floor coverings.

5.6 Temperature, Humidity and Material Conditioning: Prior to testing the building shell is to be fully conditioned and the temperature held at 70 degrees for a minimum of 24 hours. The relative humidity is not to exceed 55-percent. Flooring materials are to be stored in the conditioned space for at least 48 hours immediately prior to installation.

5.7 See the finish schedule in the Final Plans for finish floor materials together with the d's Discounts prepared RA-1 Aisle Plan to be provided by the Ross construction representative (available approximately sixty days after the submittal of Final AutoCAD Plans but not sooner than sixty days prior to the scheduled construction turnover) for the layout of tile fixture aisles and pods.

5.8 The landlord's contractor must verify through the Ross construction representative that the correct RA-1 Aisle Plan is in use prior to installing flooring and setting object locations required to be verified from that plan.

5.9 The Grand Entrance "Helix" High Traffic Entrance Floor System with Helix Z1 Vinyl Grid (230 Block), Designstep Carpet (Indigo) and temporary plywood protection is to be installed at the entry of every store prior to turnover (NO EXCEPTION). Coordinate with QM Security Shutters (see 8.1 below). Ross has a national agreement with Grande Entrance to provide and install at landlord's cost the entry system with temporary plywood protection (See Contacts, Sheet A0.0).

6 CONSTRUCTION - CEILINGS

6.1 Acoustical ceiling suspension grid is to be standard "T" sections and "L"s at walls, of prefinished steel and with adequate strength to support all lighting fixtures, signing and devices installed in the grid. Hard (gypsum board) ceilings are to use a direct suspension system also of adequate strength to support all lighting fixtures and attached devices. Hard ceiling grids are to be provided with locking escape hatches where access is required to reach controls located above the ceiling.

6.2 See Final reflected ceiling plan for required ceiling heights and finishes.

6.3 The landlord's contractor is to deliver two (2) sealed cartons of the ceiling tile installed in the store to the Ross construction representative at building construction turnover.

6.4 Base building insulation must be located at the roof, not the ceiling, and be sufficient to reach a minimum roof "R" factor of 38. See 7.11 below for additional requirements. Climate, codes and best engineering practice may dictate a higher level insulation in order to meet the tenant's requirement of an energy efficient building envelope.

6.5 At Sales Floor: All structure, insulation, conduit, etc. of open ceiling conditions to be painted bright white; all wiring to be white unless otherwise approved by the Ross