

SECTION 2 [Sections 2 through 5 must be completed for each redevelopment project area listed in Section 1.]

FY 2018

| | |
|---|---------------|
| Name of Redevelopment Project Area (below): | |
| Rand Corridor TIF | |
| Primary Use of Redevelopment Project Area*: | Retail |
| * Types include: Central Business District, Retail, Other Commercial, Industrial, Residential, and Combination/Mixed. | |
| If "Combination/Mixed" List Component Types: | |
| Under which section of the Illinois Municipal Code was Redevelopment Project Area designated? (check one): | |
| Tax Increment Allocation Redevelopment Act | <u> X </u> |
| Industrial Jobs Recovery Law | <u> </u> |

Please utilize the information below to properly label the Attachments.

| | No | Yes |
|---|----|-----|
| Were there any amendments to the redevelopment plan, the redevelopment project area, or the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (1) and 5/11-74.6-22 (d) (1)] If yes, please enclose the amendment (labeled Attachment A). | X | |
| Certification of the Chief Executive Officer of the municipality that the municipality has complied with all of the requirements of the Act during the preceding fiscal year. [65 ILCS 5/11-74.4-5 (d) (3) and 5/11-74.6-22 (d) (3)] Please enclose the CEO Certification (labeled Attachment B). | | X |
| Opinion of legal counsel that municipality is in compliance with the Act. [65 ILCS 5/11-74.4-5 (d) (4) and 5/11-74.6-22 (d) (4)] Please enclose the Legal Counsel Opinion (labeled Attachment C). | | X |
| Statement setting forth all activities undertaken in furtherance of the objectives of the redevelopment plan, including any project implemented and a description of the redevelopment activities. [65 ILCS 5/11-74.4-5 (d) (7) (A and B) and 5/11-74.6-22 (d) (7) (A and B)] If yes, please enclose the Activities Statement (labeled Attachment D). | | X |
| Were any agreements entered into by the municipality with regard to the disposition or redevelopment of any property within the redevelopment project area or the area within the State Sales Tax Boundary? [65 ILCS 5/11-74.4-5 (d) (7) (C) and 5/11-74.6-22 (d) (7) (C)] If yes, please enclose the Agreement(s) (labeled Attachment E). | | X |
| Is there additional information on the use of all funds received under this Division and steps taken by the municipality to achieve the objectives of the redevelopment plan? [65 ILCS 5/11-74.4-5 (d) (7) (D) and 5/11-74.6-22 (d) (7) (D)] If yes, please enclose the Additional Information (labeled Attachment F). | X | |
| Did the municipality's TIF advisors or consultants enter into contracts with entities or persons that have received or are receiving payments financed by tax increment revenues produced by the same TIF? [65 ILCS 5/11-74.4-5 (d) (7) (E) and 5/11-74.6-22 (d) (7) (E)] If yes, please enclose the contract(s) or description of the contract(s) (labeled Attachment G). | X | |
| Were there any reports or meeting minutes submitted to the municipality by the joint review board? [65 ILCS 5/11-74.4-5 (d) (7) (F) and 5/11-74.6-22 (d) (7) (F)] If yes, please enclose the Joint Review Board Report (labeled Attachment H). | X | |
| Were any obligations issued by municipality? [65 ILCS 5/11-74.4-5 (d) (8) (A) and 5/11-74.6-22 (d) (8) (A)] If yes, please enclose any Official Statement (labeled Attachment I). If Attachment I is answered yes, then the Analysis must be attached and (labeled Attachment J). | X | |
| An analysis prepared by a financial advisor or underwriter setting forth the nature and term of obligation and projected debt service including required reserves and debt coverage. [65 ILCS 5/11-74.4-5 (d) (8) (B) and 5/11-74.6-22 (d) (8) (B)] If attachment I is yes, then Analysis <u>MUST</u> be attached and (labeled Attachment J). | X | |
| Has a cumulative of \$100,000 of TIF revenue been deposited into the special tax allocation fund? 65 ILCS 5/11-74.4-5 (d) (2) and 5/11-74.6-22 (d) (2) If yes, please enclose Audited financial statements of the special tax allocation fund (labeled Attachment K). | | X |
| Cumulatively, have deposits of incremental taxes revenue equal to or greater than \$100,000 been made into the special tax allocation fund? [65 ILCS 5/11-74.4-5 (d) (9) and 5/11-74.6-22 (d) (9)] If yes, the audit report shall contain a letter from the independent certified public accountant indicating compliance or noncompliance with the requirements of subsection (q) of Section 11-74.4-3 (labeled Attachment L). | | X |
| A list of all intergovernmental agreements in effect to which the municipality is a part, and an accounting of any money transferred or received by the municipality during that fiscal year pursuant to those intergovernmental agreements. [65 ILCS 5/11-74.4-5 (d) (10)] If yes, please enclose list only, not actual agreements (labeled Attachment M). | X | |

SECTION 3.1 - (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))

Provide an analysis of the special tax allocation fund.

FY 2018

Rand Corridor TIF

TIF NAME:

Fund Balance at Beginning of Reporting Period

\$ 5,765,971

| Revenue/Cash Receipts Deposited in Fund During Reporting FY: | Reporting Year | Cumulative* | % of Total |
|--|----------------|---------------|------------|
| Property Tax Increment | \$ 3,019,601 | \$ 38,750,439 | 43% |
| State Sales Tax Increment | | | 0% |
| Local Sales Tax Increment | | | 0% |
| State Utility Tax Increment | | | 0% |
| Local Utility Tax Increment | | | 0% |
| Interest | \$ 71,087 | \$ 452,027 | 1% |
| Land/Building Sale Proceeds | | \$ 213,935 | 0% |
| Bond Proceeds | | \$ 39,111,075 | 44% |
| Transfers from Municipal Sources | | | 0% |
| Private Sources | | | 0% |
| Other - Transfer from Contiguous Redevelopment Area | \$ 7,672,000 | \$ 10,661,452 | 12% |

*must be completed where current or prior year(s) have reported funds

Total Amount Deposited in Special Tax Allocation Fund During Reporting Period

\$ 10,762,688

Cumulative Total Revenues/Cash Receipts

\$ 89,188,928 100%

Total Expenditures/Cash Disbursements (Carried forward from Section 3.2)

\$ 6,528,393

Transfers to Municipal Sources

\$ -

Distribution of Surplus

\$ -

Total Expenditures/Disbursements

\$ 6,528,393

NET INCOME/CASH RECEIPTS OVER/(UNDER) CASH DISBURSEMENTS

\$ 4,234,295

FUND BALANCE, END OF REPORTING PERIOD*

\$ 10,000,266

* If there is a positive fund balance at the end of the reporting period, you must complete Section 3.3

SECTION 3.2 A- (65 ILCS 5/11-74.4-5 (d) (5) and 65 ILCS 5/11-74.6-22 (d) (5))

FY 2018

TIF NAME:

Rand Corridor TIF

ITEMIZED LIST OF ALL EXPENDITURES FROM THE SPECIAL TAX ALLOCATION FUND
(by category of permissible redevelopment costs)

PAGE 1

| Category of Permissible Redevelopment Cost [65 ILCS 5/11-74.4-3 (q) and 65 ILCS 5/11-74.6-10 (o)] | Amounts | Reporting Fiscal Year |
|--|---------|-----------------------|
| 1. Cost of studies, surveys, development of plans, and specifications. Implementation and administration of the redevelopment plan, staff and professional service cost. | | |
| Legal Services | 2,764 | |
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SECTION 3.3 - (65 ILCS 5/11-74.4-5 (d) (5d) 65 ILCS 5/11-74.6-22 (d) (5d)

**Breakdown of the Balance in the Special Tax Allocation Fund At the End of the Reporting Period by source
FY 2018**

TIF NAME:

Rand Corridor TIF

FUND BALANCE BY SOURCE

| | |
|----|------------|
| \$ | 10,000,266 |
|----|------------|

| Amount of Original Issuance | Amount Designated |
|-----------------------------|-------------------|
|-----------------------------|-------------------|

1. Description of Debt Obligations

| | Amount of Original Issuance | Amount Designated |
|--|-----------------------------|-------------------|
| General Obligation Taxable Refunding Bonds, Series 2014B | \$ 7,265,000 | \$ 4,955,000 |
| General Obligation Taxable Refunding Bonds, Series 2017D | \$ 6,060,000 | \$ 5,495,000 |
| | | |
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Total Amount Designated for Obligations

| | |
|---------------|---------------|
| \$ 13,325,000 | \$ 10,450,000 |
|---------------|---------------|

2. Description of Project Costs to be Paid

| | Amount of Original Issuance | Amount Designated |
|--|-----------------------------|-------------------|
| Property Assembly and Site Preparation Costs | | \$ 1,020,575 |
| Street Improvements | | \$ 443,031 |
| Water System Improvements | | \$ 240,000 |
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Total Amount Designated for Project Costs

| | |
|----|-----------|
| \$ | 1,703,606 |
|----|-----------|

TOTAL AMOUNT DESIGNATED

| | |
|----|------------|
| \$ | 12,153,606 |
|----|------------|

SURPLUS/(DEFICIT)

| | |
|----|-------------|
| \$ | (2,153,340) |
|----|-------------|

SECTION 4 [65 ILCS 5/11-74.4-5 (d) (6) and 65 ILCS 5/11-74.6-22 (d) (6)]

FY 2018

TIF NAME:

Rand Corridor TIF

Provide a description of all property purchased by the municipality during the reporting fiscal year within the redevelopment project area.

X

Check here if no property was acquired by the Municipality within the Redevelopment Project Area

Property Acquired by the Municipality Within the Redevelopment Project Area

| | |
|--|--|
| Property (1): | |
| Street address: | |
| Approximate size or description of property: | |
| Purchase price: | |
| Seller of property: | |

| | |
|--|--|
| Property (2): | |
| Street address: | |
| Approximate size or description of property: | |
| Purchase price: | |
| Seller of property: | |

| | |
|--|--|
| Property (3): | |
| Street address: | |
| Approximate size or description of property: | |
| Purchase price: | |
| Seller of property: | |

| | |
|--|--|
| Property (4): | |
| Street address: | |
| Approximate size or description of property: | |
| Purchase price: | |
| Seller of property: | |

FY 2018

TIF NAME:

Rand Corridor TIF

Page 1 is to be included with TIF Report. Pages 2 and 3 are to be included **ONLY** if projects are listed.Select **ONE** of the following by indicating an 'X':

| | |
|---|----------|
| 1. NO projects were undertaken by the Municipality Within the Redevelopment Project Area. | |
| 2. The Municipality DID undertake projects within the Redevelopment Project Area. (If selecting this option, complete 2a.) | X |
| 2a. The number of projects undertaken by the municipality within the Redevelopment Project Area: | 9 |

LIST the projects undertaken by the Municipality Within the Redevelopment Project Area:

| TOTAL: | 11/1/99 to Date | Estimated Investment for Subsequent Fiscal Year | Total Estimated to Complete Project |
|--|-----------------|---|--|
| Private Investment Undertaken (See Instructions) | \$ 69,694,493 | \$ 8,000,000 | \$ 16,000,000 |
| Public Investment Undertaken | \$ 62,307,766 | \$ 1,020,575 | \$ 1,020,575 |
| Ratio of Private/Public Investment | 1 7/59 | | 15 21/31 |

*PROJECT NAME TO BE LISTED AFTER PROJECT NUMBER

Project 1*: Walmart

| | | | |
|--|---------------|--|---|
| Private Investment Undertaken (See Instructions) | \$ 36,094,493 | | |
| Public Investment Undertaken | \$ 30,382,599 | | |
| Ratio of Private/Public Investment | 1 3/16 | | 0 |

Project 2*: Arlington Toyota

| | | | |
|--|---------------|--|---|
| Private Investment Undertaken (See Instructions) | \$ 10,000,000 | | |
| Public Investment Undertaken | \$ 17,927,209 | | |
| Ratio of Private/Public Investment | 29/52 | | 0 |

Project 3*: Tore & Luke's

| | | | |
|--|--------------|--|---|
| Private Investment Undertaken (See Instructions) | \$ 1,500,000 | | |
| Public Investment Undertaken | \$ 1,126,390 | | |
| Ratio of Private/Public Investment | 1 1/3 | | 0 |

Project 4*: White Castle

| | | | |
|--|--------------|--|---|
| Private Investment Undertaken (See Instructions) | \$ 1,500,000 | | |
| Public Investment Undertaken | \$ 121,520 | | |
| Ratio of Private/Public Investment | 12 11/32 | | 0 |

Project 5*: Harley Davidson

| | | | |
|--|--------------|--|---|
| Private Investment Undertaken (See Instructions) | \$ 7,000,000 | | |
| Public Investment Undertaken | \$ 1,352,355 | | |
| Ratio of Private/Public Investment | 5 3/17 | | 0 |

Project 6*: Foxfire/Caputo's

| | | | |
|--|--------------|--|---|
| Private Investment Undertaken (See Instructions) | \$ 3,300,000 | | |
| Public Investment Undertaken | \$ 901,601 | | |
| Ratio of Private/Public Investment | 3 33/50 | | 0 |

Project 7*: Sonic Restaurant

| | | | | |
|--|----|---------|--|---|
| Private Investment Undertaken (See Instructions) | \$ | 850,000 | | |
| Public Investment Undertaken | \$ | 125,000 | | |
| Ratio of Private/Public Investment | | 6 4/5 | | 0 |

Project 8*: Menards Site/Napleton

| | | | | | | |
|--|----|------------|----|-----------|----|------------|
| Private Investment Undertaken (See Instructions) | \$ | 5,200,000 | \$ | 8,000,000 | \$ | 16,000,000 |
| Public Investment Undertaken | \$ | 10,250,000 | \$ | 1,020,575 | \$ | 1,020,575 |
| Ratio of Private/Public Investment | | 35/69 | | | | 15 21/31 |

Project 9*: United Growth/Panera

| | | | | |
|--|----|-----------|--|---|
| Private Investment Undertaken (See Instructions) | \$ | 4,250,000 | | |
| Public Investment Undertaken | \$ | 121,092 | | |
| Ratio of Private/Public Investment | | 35 7/72 | | 0 |

Project 10*:

| | | | | |
|--|--|---|--|---|
| Private Investment Undertaken (See Instructions) | | | | |
| Public Investment Undertaken | | | | |
| Ratio of Private/Public Investment | | 0 | | 0 |

Project 11*:

| | | | | |
|--|--|---|--|---|
| Private Investment Undertaken (See Instructions) | | | | |
| Public Investment Undertaken | | | | |
| Ratio of Private/Public Investment | | 0 | | 0 |

Project 12*:

| | | | | |
|--|--|---|--|---|
| Private Investment Undertaken (See Instructions) | | | | |
| Public Investment Undertaken | | | | |
| Ratio of Private/Public Investment | | 0 | | 0 |

Project 13*:

| | | | | |
|--|--|---|--|---|
| Private Investment Undertaken (See Instructions) | | | | |
| Public Investment Undertaken | | | | |
| Ratio of Private/Public Investment | | 0 | | 0 |

Project 14*:

| | | | | |
|--|--|---|--|---|
| Private Investment Undertaken (See Instructions) | | | | |
| Public Investment Undertaken | | | | |
| Ratio of Private/Public Investment | | 0 | | 0 |

Project 15*:

| | | | | |
|--|--|---|--|---|
| Private Investment Undertaken (See Instructions) | | | | |
| Public Investment Undertaken | | | | |
| Ratio of Private/Public Investment | | 0 | | 0 |

CERTIFICATION BY THE CHIEF EXECUTIVE OFFICER

I, Jim Schwantz, the duly elected Mayor and Chief Executive Officer of the Village of Palatine, County of Cook, State of Illinois, do hereby certify that to the best of my knowledge, the Village complied with the requirements pertaining to the Illinois Tax Increment Redevelopment Allocation Act during the fiscal year beginning January 1, 2018 and ending December 31, 2018.



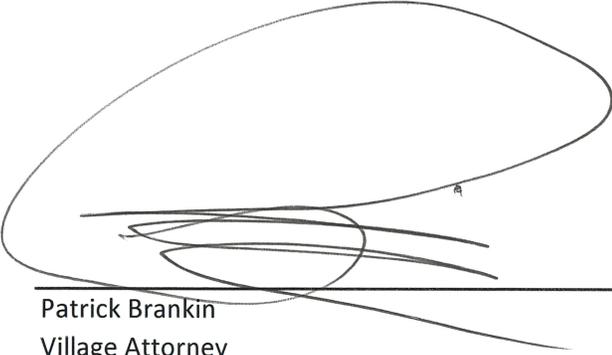
Jim Schwantz
Mayor

June 10, 2019

Date

CERTIFICATION BY THE VILLAGE ATTORNEY

This will confirm that I am the duly appointed Village Attorney of the Village of Palatine, County of Cook, State of Illinois. I have reviewed all information provided to me by the Village of Palatine staff and consultants. I find that the Village has conformed to all the applicable requirements of the Illinois Tax Incremental Redevelopment Allocation Act set forth thereunder for the fiscal year beginning January 1, 2018 and ending December 31, 2018, to the best of my knowledge and belief.



Patrick Brankin
Village Attorney

June 10, 2019

Date

Activities Undertaken in Furtherance of the Objectives of the Redevelopment Plan

The Napleton Automotive Group acquired the former Menards and Knupper Nursery properties to facilitate the relocation of their existing Subaru and Mazda dealerships in Arlington Heights to the site. This project will result in the construction of two free-standing dealerships, a separate car wash building/operation, and a remaining parcel (roughly 3 acres) for future development. The redevelopment of the former Idol's site was completed, which includes a drive-through Panera, a Mattress Firm, and a Verizon store. Another commercial development, directly to the east, is now under construction and will contain a drive-through Palatine Bank & Trust and two multi-tenant commercial buildings.



ORDINANCE NO. O-100-18

**AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A
REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF PALATINE, ROTO
SALES INC., AND 100 WEST GOLF, LLC FOR THE PROPERTIES
AT 1775-1815 N. RAND ROAD**

**Published in pamphlet form by authority of the
Mayor and Village Council of the Village of Palatine
on August 20, 2018**

ORDINANCE NO. 0-100-18

AN ORDINANCE AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF PALATINE, ROTO SALES INC., AND 100 WEST GOLF, LLC FOR THE PROPERTIES AT 1775 – 1815 N. RAND ROAD

WHEREAS, the Village of Palatine by Ordinance Nos. 0-23-03, 0-24-03, 0-25-03 and passed by the Mayor and Village Council on January 27, 2003 established a Tax Increment Financing District, adopted a Tax Increment Redevelopment Plan for Rand Road Corridor, and designated a Redevelopment Project Area; and

WHEREAS, the Mayor and Village Council have on August 20, 2018, considered the proposed Redevelopment Agreement with ROTO SALES INC. (d/b/a Napleton's Arlington Heights Mazda and Napleton's Arlington Heights Subaru) and 100 WEST GOLF, LLC for the property at 1775 - 1815 N. Rand Road and have determined that entering into this Agreement furthers the purposes of the Tax Increment Financing District and the Redevelopment Plan for the Rand Road Corridor TIF District and furthers the public interest; and

NOW, THEREFORE, BE IT ORDAINED, by the Mayor and Village Council of the Village of Palatine, acting in the exercise of their home rule power that:

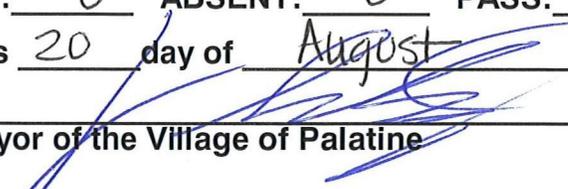
SECTION 1: The Village of Palatine hereby authorizes the Village Manager to execute the Redevelopment Agreement, attached hereto as Exhibit "A", subject to review and approval by the Village Attorney, pursuant to the Tax Increment Financing Act, Section 65 ILCS 5/11-74/4-4(c) and authorizes the Village Manager to execute any other supporting documents to the extent permitted by law.

SECTION 2: This Ordinance shall be in full force and effect upon passage and approval as provided by law.

PASSED: This 20 day of August, 2018

AYES: 6 NAYS: 0 ABSENT: 0 PASS: 0

APPROVED by me this 20 day of August, 2018



Mayor of the Village of Palatine

ATTESTED and FILED in the office of the Village Clerk this 20 day of August, 2018



Village Clerk

THIS REDEVELOPMENT AGREEMENT (this "Agreement"), is made and entered into as of the 23RD day of AUGUST, 2018 ("Agreement Date") by and between the **VILLAGE OF PALATINE, ILLINOIS**, an Illinois municipal home rule corporation, located in Cook County, Illinois (the "Village"), and **ROTO SALES INC.**, d/b/a Napleton's Arlington Heights Mazda and Napleton's Arlington Heights Subaru, an Illinois corporation (the "Car Dealer") and **100 WEST GOLF, LLC**, an Illinois limited liability company ("Land Owner"). (The Village, Land Owner, and Car Dealer are sometimes referred to individually as a "Party" and collectively as the "Parties").

RECITALS

WHEREAS, the Village is a home rule unit of government in accordance with Article VII, Section 6, of the Constitution of the State of Illinois, 1970; and

WHEREAS, the Village has the authority, pursuant to the laws of the State of Illinois, to promote the health, safety and welfare of the Village and its inhabitants, to prevent the presence of blight, to encourage private development in order to enhance the local tax base, to increase additional tax revenues realized by the Village, foster increased economic activity within the Village, to increase employment opportunities within the Village, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes, and otherwise be in the best interests of the Village; and

WHEREAS, to stimulate and induce redevelopment in the Rand Road Corridor pursuant to the Act, the Village created the Rand Road Corridor TIF District by adopting the following ordinances, after giving all notices required and after conducting the public hearings required by law:

1. Ordinance No. O-23-03, adopted January 27, 2003, titled "Ordinance Approving the Village of Palatine Cook County, Illinois, Rand Road Corridor Area Project Area Development Plan and Project;

2. Ordinance No. O-24-03 adopted January 27, 2003, titled "Ordinance Designating the Village of Palatine, Illinois, Rand Road Corridor Area Tax Increment Redevelopment Project Area" ("Rand Road Corridor Redevelopment Project Area");

3. Ordinance No. O-25-03, adopted January 27, 2003, titled "Ordinance Adopting Tax Increment Financing for the Village of Palatine Rand Road Corridor Area Tax Increment Redevelopment Project Area in the Village of Palatine, Cook County, Illinois"; and

WHEREAS, on March 17, 2018, the Village published a Notice of Development Opportunity seeking development proposals for the properties located at the northeast corner of Rand Road and Old Hicks Road in the Rand Road TIF District; and

WHEREAS, on April 16, 2018, the Village Council authorized the Village Manager to negotiate a Redevelopment Agreement and any other documentation necessary for the sale and redevelopment of the property located at 1775 N. Rand Road to facilitate Car Dealer's proposed development; and

WHEREAS, the Village is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the "Act"), to finance redevelopment in accordance with the conditions and requirements set forth in the Act; and

WHEREAS, Car Dealer represents and warrants to Village that Car Dealer is able to provide the Project with the reasonably necessary skill, knowledge and expertise as well as input from other experts and consultants in the construction and operation of such a Project; and

WHEREAS, Land Owner desires to own and Car Dealer desires to redevelop the Property; and

WHEREAS, Car Dealer and Land Owner have filed and Village has executed an application for a planned development to seek approval to construct two automobile dealerships as more fully described in Article 2 under the definition of Project (the "Planned Development"); and

WHEREAS, it is necessary for the successful completion of the Project (as defined in Article 2) that the Village enter into this Agreement with Car Dealer to provide for the development of the Property, subject to the Village approval of the required Planned Development ordinance, thereby implementing and bringing to completion a portion of the Redevelopment Plan; and

WHEREAS, Car Dealer has been and continues to be unwilling and unable to undertake the redevelopment of the Property but for certain tax increment financing ("TIF") incentives from the Village, which the Village is willing to provide under the terms and conditions contained herein; and

WHEREAS, Car Dealer has been and continues to be unwilling and unable to undertake the redevelopment of the Property but for approval of a Class 7(C) tax incentive by Cook County; and

WHEREAS, Car Dealer has provided information to the Village outlining how their current location contains inadequate space, has become economically obsolete, and is no longer a viable location; and

WHEREAS, the Village finds that, based upon a review of said information provided by Car Dealer, as well as its own evaluation, the current location of Car Dealer contains inadequate space, has become economically obsolete, and is no longer a viable location for Car Dealer; and

WHEREAS, the Village proposes to finance its share of the costs to be incurred in connection with the Project by utilizing Tax Increment Financing in accordance with

the Act, which will serve a public purpose by reducing or eliminating conditions that, in part, qualify the Rand Road Redevelopment Project Area as a blighted area and which are necessary to foster development within the Rand Road Redevelopment Project Area; and

WHEREAS, this Agreement has been submitted to the Corporate Authorities of the Village for consideration and review, the Corporate Authorities have taken all actions required to be taken prior to the execution of this Agreement in order to make the same binding upon the Village according to the terms hereof, and any and all actions of the Corporate Authorities of the Village precedent to the execution of this Agreement have been undertaken and performed in the manner required by law; and

WHEREAS, this Agreement has been submitted to the Members and Manager of Land Owner for consideration and review, the Members and Manager of Land Owner have taken all actions required to be taken prior to the execution of this Agreement and obtained all required consents and approvals in order to make the same binding upon Land Owner according to the terms hereof, and any and all action, consents and approvals of the Land Owner Manager and Members precedent to the execution of this Agreement have been undertaken and performed in the manner required by law and the Operating Agreement of Land Owner.

WHEREAS, this Agreement has been submitted to the Directors of Car Dealer for consideration and review, the Directors have taken all actions required to be taken prior to the execution of this Agreement and obtained all required consents and approvals in order to make the same binding upon Car Dealer according to the terms hereof, and any and all action, consents and approvals of the Car Dealer's Directors precedent to the execution of this Agreement have been undertaken and performed in the manner required by law and the By-Laws of Car Dealer.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE ONE

INCORPORATION OF RECITALS

The findings, representations and agreements set forth in the above Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though fully set out in this **Article One**, and constitute findings, representations and agreements of the Village, Land Owner, and of Car Dealer according to the tenor and import of the statements in such Recitals.

ARTICLE TWO

DEFINITIONS

For the purposes of this Agreement, unless the context clearly requires otherwise, words and terms used in this Agreement shall have the meanings provided from place to place herein, including above in the recitals hereto and as follows:

"Act" means the Tax Increment Allocation Redevelopment Act found at 65 ILCS 5-11-74.4-1, *et seq.*

"Agreement" means this Redevelopment Agreement.

"Car Dealer" means ROTO SALES INC., d/b/a Napleton's Arlington Heights Mazda and Napleton's Arlington Heights Subaru , an Illinois corporation, or any successor in interest thereof permitted pursuant to **Section 10.11** hereof.

"Certificate of Completion" means the document to be provided to Car Dealer by the Village, within thirty (30) days after written request from Car Dealer and after Car Dealer has provided all required waiver of liens and sworn statements necessary to comply with the Illinois

Mechanics Lien Act or evidence of title insurance coverage over all such liens in favor of Car Dealer or Construction Lender and has complied with all Village codes and with the obligations of this Agreement with respect to the construction of the Project, which document states that Car Dealer has completed and satisfied all construction terms, covenants and conditions contained in this Agreement. The final certificate of occupancy for the last building shall be evidence of physical completion of the buildings.

"Change in Law" means the occurrence, after the Effective Date, of an event described below that materially changes the costs or ability of the Party relying thereon to carry out its obligations under this Agreement and such event is not caused by the Party relying thereon. Change in Law means any of the following: (i) the enactment, adoption, promulgation or modification of any federal, state or local law, ordinance, code, rule or regulation; (ii) the order or judgment of any federal or state court, administrative agency or other governmental body; (iii) the imposition of any conditions on, or delays in, the issuance or renewal of any governmental license, approval or permit (or the suspension, termination, interruption, revocation, modification, denial or failure of issuance or renewal thereof) necessary for the undertaking of the services to be performed under this Agreement; or (iv) the adoption, promulgation, modification or interpretation in writing of a written guideline or policy statement by a governmental agency, but shall not include laws, rules, regulations and ordinances of the Village, acting voluntarily and not as a result of a mandate from a higher authority, except to the extent they are generally applicable throughout the Village and do not violate the express terms of this Agreement.

"Closing" means the acquisition of Property by Land Owner.

"Completion Date" means the date in which Car Dealer obtains the Certificate of Completion pursuant to Section 9.7.

"Corporate Authorities" means the Village Mayor and Village Council of the Village of Palatine, Illinois.

"Day" means a calendar day.

"Land Owner" means 100 WEST GOLF, LLC, an Illinois limited liability company.

"Final Plans" means the final plans submitted by Car Dealer and approved by the Village during the Planned Development approval process.

"Knupper Property" means the parcel of property located at 1801 N. Rand Road, Palatine, Illinois and designated with property tax index number: 02-02-402-011.

"Knupper Contract" means a valid and binding contract ("Knupper Contract") for Land Owner to acquire the Knupper Property

"Party" means the Village and/or Car Dealer and/or Land Owner and its successors and/or assigns as permitted herein, as the context requires.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, trust, or government or any agency or political subdivision thereof, or any agency or entity created or existing under the compact clause of the United States Constitution.

"Preliminary Plans" means the preliminary version of the Final Plans which are attached hereto as Exhibit "A".

"Project" means the development, construction, financing, completion and operation of two automotive dealerships consisting initially of Subaru dealership building with approximately 25,000 square feet of interior space, a Mazda dealership building with approximately 17,000 square feet of interior space, and a free-standing car wash building all in accordance with the Final Plans if approved by the Village in the Planned Development ordinance. The dealerships will be a state of the art facilities designed and constructed to be

compliant with the Car Manufacturer Facility Standards and Design Guidelines, attached hereto as Exhibit "D".

"Property" means the parcels of land as legally described on Exhibit "B", upon which the Project will be constructed. The Property shall include, at a minimum, the Village Property, consisting of approximately 9 acres, and the Knupper Property, consisting of approximately 5 acres.

"Rand Road Redevelopment Project Area" means the entire Rand Road TIF district created by the Ordinances adopted by the Village in 2003.

"Real Estate Sale Provisions" means those provisions set forth in Article Fifteen herein.

"Redevelopment Plan" means the "Redevelopment Plan" for Rand Road as defined in the Village Ordinance No. O-23-03.

"State" means the State of Illinois.

"TIF Ordinances" means Ordinances Nos. O-23-03, O-24-03, and O-25-03 all adopted by the Village on January 27, 2003, as described in the Recitals to this Agreement.

"TIF Eligible Expenses" means land acquisition and other eligible expenses as authorized to be reimbursed by the Act.

"Uncontrollable Circumstance" means any event impacting the construction of the Project, which:

- (a) is beyond the reasonable control of and without the fault of the Party relying thereon; and
- (b) is one or more of the following events:
 - (i) a Change in Law;
 - (ii) insurrection, riot, civil disturbance, sabotage, act of the public enemy, explosion, nuclear incident, war or naval blockade;

(iii) epidemic, hurricane, tornado, landslide, earthquake, lightning, fire, windstorm, flood, other extraordinary weather conditions or other similar Act of God;

(iv) governmental condemnation or taking other than by the Village;

(v) strikes or labor disputes,

(vi) shortage of materials not attributable to Car Dealer or Land Owner.

(c) Uncontrollable Circumstance shall not include: (1) economic hardship or impracticability of performance (except as described under Change of Law); (2) commercial or economic frustration of purpose, (except as described under Change of Law); (3) unavailability of materials, strikes or labor disputes directly caused by the acts or omissions of Car Dealer or Land Owner; (4) a failure of performance by a contractor (except as caused by events which are otherwise Uncontrollable Circumstances hereunder, as to such contractor).

"Village" means the Village of Palatine, Illinois, an Illinois municipal corporation.

"Village Property" means the parcel of property located at 1775 N. Rand Road, Palatine, Illinois and designated with property tax index number: 02-02-402-013.

"Village Property Contract" that certain Real Estate Purchase Agreement by and between the Village, as Seller and Land Owner, as Buyer, dated on or about the date of this Agreement.

ARTICLE THREE

CONSTRUCTION

This Agreement, except where the context by clear implication shall otherwise require, shall be construed and applied as follows:

(a) Definitions include both singular and plural.

(b) Pronouns include both singular and plural and cover all genders.

- (c) The word "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation".
- (d) Headings of sections herein are solely for convenience of reference and do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- (e) All exhibits attached to this Agreement shall be and are operative provisions of this Agreement and shall be and are incorporated by reference in the context of use where mentioned and referenced in this Agreement. In the event of a conflict between any exhibit and the terms of this Agreement, the terms of this Agreement shall control.
- (f) Any certificate, letter or opinion required to be given pursuant to this Agreement means a signed document attesting to or acknowledging the circumstances, representations, opinions of law or other matters therein stated or set forth. Reference herein to supplemental agreements, certificates, demands, requests, approvals, consents, notices and the like means that such shall be in writing whether or not a writing is specifically mentioned in the context of use.
- (g) In connection herewith concerning written directions or authorization in respect of the investment of any funds, notwithstanding any provision hereof to the contrary, such direction or authorization in writing, including by telecopier/facsimile transmission, shall be appropriate and is hereby approved.
- (h) The Village Manager, unless applicable law requires action by the Corporate Authorities, shall have the power and authority to make or grant or do those things, certificates, requests, demands, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the

Village and with the effect of binding the Village as limited by and provided for in this Agreement. Car Dealer and Land Owner are entitled to rely on the full power and authority of the persons executing this Agreement on behalf of the Village as having been properly and legally given by the Village.

- (i) In connection with the foregoing and other actions to be taken under this Agreement, and unless applicable documents require action by Car Dealer or Land Owner in a different manner, Car Dealer and Land Owner hereby designate Stephen R. Napleton as their authorized representative who shall individually have the power and authority to make or grant or do all things, supplemental agreements, certificates, requests, demands, approvals, consents, notices and other actions required or described in this Agreement for and on behalf of Car Dealer and Land Owner and with the effect of binding Car Dealer and Land Owner in that connection (such individual being referred to herein as the "Authorized Car Dealer Representative"). Car Dealer and Land Owner shall have the right to change the Authorized Car Dealer Representative by providing the Village with written notice of such change which notice shall be sent in accordance with **Section 18.2.**

ARTICLE FOUR

IMPLEMENTATION OF PROJECT

The Village, Land Owner, and Car Dealer agree to cooperate in implementing the Project in accordance with the Parties' respective obligations set forth in this Agreement. This Agreement and all of its terms are subject to the Village adopting an ordinance granting Planned Development approval for the Project and the Village adopting an ordinance or resolution

supporting a Class 7(C) tax incentive and Cook County approving a Class 7(C) tax incentive for the Property. The Car Dealer and Land Owner shall have no rights to develop the Project unless and until the Village adopts an ordinance granting Planned Development approval for the Project.

ARTICLE FIVE

DESIGNATION OF CAR DEALER

The Village hereby designates Car Dealer as the exclusive developer for the Property, subject to the Village adopting a Planned Development ordinance authorizing the construction of the Project in accordance with the Final Plans, subject to Car Dealer's and Land Owner continued compliance with the terms of this Agreement, and only for so long as neither Car Dealer nor Land Owner is in default under this Agreement beyond applicable notice and cure periods. The Village hereby represents and warrants to Car Dealer and Land Owner that the Village has taken all necessary actions and has complied with all requirements imposed by law including, but not limited to, the requirements of Section 5/11-74.4-4 (c) of the Act, required to be taken and met prior to the designation of Car Dealer as the exclusive developer for the Property.

ARTICLE SIX

RESERVED

ARTICLE SEVEN

ACQUISITION OF THE PROPERTY

7.1 **Acquisition of Village Property by Land Owner**. Land Owner shall purchase the Village Property under the terms of Section 7.2 pursuant to Article Fifteen and the Village Property Contract. The purchase price to be paid by Land Owner to the Village for the Village Property

shall be Two Million Five Hundred Thousand Dollars (\$2,500,000). Said payment shall be made according to **Section 15.2** hereof and the Village Property Contract.

7.2 Sale of Village Property. Subject to the Village adopting a Planned Development ordinance for the Project, and the Village adopting an ordinance or resolution supporting a Class 7(C) tax incentive and Cook County approving a Class 7(C) tax incentive for the Property and Car Dealer closing on all of Car Dealer and/or Land Owner financing necessary for the construction of the Project, but prior to issuance of any land development permit of any kind or any building permit, the Village agrees and covenants to convey title to Land Owner, and Land Owner agrees to purchase and accept legal title to the Village Property from the Village by special warranty deed, subject to **Article 15** and the Village Property Contract, simultaneous with the payment to the Village by Land Owner of Two Million Five Hundred Thousand Dollars (\$2,500,000), plus or minus prorations and adjustments as set forth in the Village Property Contract..

7.3 Acquisition of Knupper Property. On or before the Closing of the sale of the Village Property to Land Owner pursuant to the Village Property Contract and this Agreement, Land Owner agrees to purchase, close and acquire legal, fee simple title to a parcel of real property located at 1801-1815 North Rand Road, Palatine, Illinois, containing approximately four and three-quarters (4.75) acres, legally described on Exhibit "G", attached hereto and made a part hereof and shown as the cross-hatched area on the plat or plan attached hereto as Exhibit "C" (the "Knupper Property"), together with all rights, easements and interests appurtenant thereto and also any rights in all streets, alleys or other public ways adjacent to said Knupper Property and any water or mineral rights owned by, or leased to, the owner of record of the Knupper Property ("Knupper Seller"). Land Owner shall deliver written notice to the Village within three (3) days after the full execution of a valid and binding contract ("Knupper Contract") to acquire the Knupper Property and such notice

shall include a true and correct copy of the Knupper Contract and shall warrant and represent to the Village that the Knupper Contract is in full force and effect. Land Owner will give the Village copies of all notices received from the Knupper Seller, including copies of notices of default (sent or received), within seven (7) business day of receipt or delivery thereof. Purchase of the Knupper Property shall be contingent upon the Village adopting an ordinance or resolution supporting a Class 7(C) tax incentive and Cook County approving a Class 7(C) tax incentive for the Property.

ARTICLE EIGHT

VILLAGE COVENANTS AND AGREEMENTS

8.1 **Village's Redevelopment Obligations.** The Village shall have the obligations set forth in this Article Eight in connection with the Project. Notwithstanding the obligations of this Article Eight, this Agreement shall not constitute a debt of the Village within the meaning of any constitutional statutory provision or limitation.

8.2 **TIF Funding.** This Agreement shall not constitute a debt of the Village within the meaning of any constitutions, statutory provision or limitation. TIF funds shall be disbursed to Car Dealer in accordance with the terms of this Agreement. The Village shall provide TIF assistance to Car Dealer in an amount not to exceed Four Million Five Hundred Thousand Dollars (\$4,500,000.00) in cash in reimbursement of TIF Eligible Expenses incurred by Car Dealer for the Project. Subject to Car Dealer and Land Owner's compliance with this Agreement and satisfaction of the applicable contingencies contained herein, said payments by the Village to Car Dealer shall be made as follows:

A) Two Million Two Hundred and Fifty Thousand Dollars (\$2,250,000) of said TIF Reimbursement shall be paid to the Car Dealer at the closing of the purchase of the Knupper Property. In the event the closing on the Knupper Property needs to occur or occurs prior to the purchase by Land Owner of the Village Property, upon written notice ("Knupper Closing

Notice”) from Land Owner delivered to the Village no earlier than ten (10) days prior to the closing date of the sale of the Knupper Property to Land Owner, that the Knupper Property is scheduled to close, which notice shall include the closing date of the sale of the Knupper Property to Land Owner, the Village payment of \$2,250,000 (“\$2,250,000 TIF Deposit”) shall be deposited by the Village into a single order escrow account (“Single Order Escrow”) by and between the Village and the Title Company that has been retained to handle the escrow closing of the Knupper Property to Land Owner. The Sole Order Escrow shall contain such terms that provided the Village receives the Knupper Closing Notice, on the Closing Date of the sale of the Knupper Property to Land Owner, the Village shall authorize, in writing, that the Title Company pay to the Car Dealer the \$2,250,000 TIF Reimbursement out of the Sole Order Escrow at the Closing and funding of the Knupper Property acquisition by Land Owner. In all other instances, the Village may, unilaterally, demand the refund of the \$2,250,000 TIF Deposit, without Land Owner and/or Car Dealer’s authorization, back to the Village in the event Land Owner fails to close and acquire the Knupper Property for any reason or no reason and the Village delivers written notice to the Title Company of Land Owner’s default by its failure to close and acquire the Knupper Property. The \$2,250,000 TIF Deposit shall only be released to Land Owner upon the sole order of the Village at the closing and funding of the acquisition of the Knupper Property by Land Owner. The \$2,250,000 TIF Deposit shall be fully refundable to the Village, upon the single order of the Village alone, in the event Land Owner fails to close and acquire the Knupper Property for any reason or no reason. All interest earned on the \$2,250,000 TIF Deposit, if any, shall be paid to the Village pursuant to this Agreement.

B) An additional One Million Dollars (\$1,000,000) of said TIF Reimbursement shall be paid to the Car Dealer upon completion of the following development milestones:

- a. Two Hundred and Fifty Thousand Dollars (\$250,000) shall be paid upon completion of demolition and complete removal of the former Menard's buildings (showroom and outdoor lumber shelter), including, but not limited to any Menard's foundations;
 - b. A total of Two Hundred and Fifty Thousand Dollars (\$250,000.00) (One Hundred and Twenty Five Thousand Dollars (\$125,000) for each automobile dealership). One Hundred and Twenty Five Thousand Dollars (\$125,000) shall be paid upon completion of the exterior shell and core for each automobile dealership, including a frame out of each respective roof, for each of the automobile dealership building, it being acknowledged and agreed there shall be a maximum of two (2) automobile dealership buildings; and
 - c. A total of Five Hundred Thousand Dollars (\$500,000.00) (Two Hundred and Fifty Thousand Dollars (\$250,000) for each automobile dealership). Two Hundred and Fifty Thousand Dollars (\$250,000) shall be paid upon the issuance of the Temporary or Final Certificate of Occupancy for each automobile dealership and opening for business for each automobile dealership building.
- C) Up to a total of an additional One Million Dollars (\$1,000,000) shall be paid on a "pay as you go" basis. The "pay as you go" payments made by the Village to Car Dealer shall be equal to fifty (50%) percent of the annual sales taxes received by the Village from the Project during the preceding year. No later than May 31st of each year, the Village shall reimburse Car Dealer on the basis of fifty (50%) percent of the sales tax received by the Village in the preceding year, until Car Dealer has received not more than One Million Dollars (\$1,000,000.00) in cash, subject to Car Dealer having spent sufficient TIF Eligible Expenses to justify said amount.

D) Lastly, an additional Two Hundred and Fifty Thousand Dollars (\$250,000) shall be paid upon the development of the roughly 3.5 acre portion of the property depicted on the preliminary site plan. At a minimum, the construction of an improved parking lot for use by the two automobile dealerships shall qualify as development within this subsection 8.2D.

8.3 Agreement to Remain Open and Operating. Car Dealer agrees to keep the Subaru and Mazda automobile dealership open, operating, and selling new automobiles for a period of the earlier of (i) twenty (20) years from the date of issuance of the Final Occupancy Certificate for the dealerships, or (ii) such date that the Village has received incremental property tax revenue generated by the Property sufficient to retire all debt service incurred by the Village for the Project. Except for: (i) instances of involuntary termination by the Mazda or Subaru Franchisors under each respective franchise agreement with Car Dealer by Mazda and/or Subaru not due to or caused by the actions or inaction of Car Dealer, and which Car Dealer fails to dispute with the respective franchise within a reasonable amount of time; (ii) or if the manufacturer of Mazda and/or Subaru automobiles permanently ceases the business of producing automobiles; (iii) in the event that Car Dealer fails to remain open for business in satisfaction of the foregoing requirement of this **Section 8.3**, Car Dealer agrees that it shall not seek to reduce its real estate tax assessment based on vacancy in the building. Notwithstanding the foregoing, Car Dealer will be discharged of its obligations under this **Section 8.3** if it shall replace the Subaru and Mazda dealerships with an automobile dealership of substantially equivalent economic stability and sales tax generation (which new dealership shall undertake the covenant to remain open pursuant to an Assumption and Assignment Agreement, as approved by the Village in its reasonable discretion) such that the Village receives the same sales tax return as it would have prospectively received if the Subaru and Mazda dealerships were to have remained open and operating, subject to the Village's written approval which shall not be unreasonably withheld.

8.4 Development Signage for the Property. Subsequent to execution of this Agreement and subsequent to adoption of the Planned Development ordinance, upon proper and complete permit application, Car Dealer shall have the right to install “Coming Soon” signage on the Village Property, designed, located and installed in a manner acceptable to the Village in conformance with the Village Zoning Ordinance.

8.5 Defense of TIF District. In the event that any court or governmental agency, having jurisdiction over enforcement of the Act and the subject matter contemplated by this Agreement, shall determine that this Agreement is contrary to law, or in the event that the legitimacy of the Rand Road Redevelopment Project Area is otherwise challenged before a court or governmental agency having jurisdiction thereof, the Village will, at its sole cost and expense, defend the integrity of the Rand Road Redevelopment Project Area and this Agreement. Car Dealer will fully cooperate with the Village in connection with the foregoing, including, but not limited to the execution of any and all reasonable documentation, and will be entitled to reimbursement by the Village for TIF Eligible Expenses incurred in connection with such cooperation and approved in writing by the Village prior to such TIF Eligible Expenses being incurred.

8.6 Cooperation with Other Permits. The Village agrees to cooperate with Car Dealer in Car Dealer’s attempts to obtain all necessary approvals and permits from any governmental or quasi-governmental entity other than the Village. During the time that the Village is owner of any part of the Property at the time an application is filed, the Village shall execute and promptly process and consider to the extent allowable under applicable law, any reasonable request of Car Dealer for zoning and planned development approvals and for relief or variances from Village Zoning and Subdivision ordinances necessary for the construction of the Project.

8.7 Certificate of Completion. Within thirty (30) days after written request from Car Dealer to the Village, and after Car Dealer has provided to the Village all required, fully executed and

approved waivers of liens, sworn statements necessary to comply with the Illinois Mechanics Lien Act, and a date-down endorsement to an owner's policy of title insurance showing no outstanding mechanics' or other liens, and Car Dealer has complied with all Village codes and with the obligations of this Agreement with respect to the completion of construction of the Project, including obtaining final Certificates of Occupancy, the Village shall deliver a Certificate of Completion or, if not complete or satisfied, a written statement of any deficiencies with respect to the completion of construction of the Project. Upon correction of any noted deficiencies, including but not limited to the full payment of the cost for any such correction of deficiencies, within ten (10) days thereafter the Village shall deliver the Certificate of Completion.

8.8 Cash Payment. Based on and subject to Land Owner or Car Dealer incurring TIF Eligible Expenses, and Land Owner or Car Dealer providing proof of payment and paid receipts for said TIF Eligible Expenses, the Village shall reimburse Car Dealer for said TIF Eligible Expenses in an amount not to exceed Four Million Five Hundred Thousand Dollars (\$4,500,000.00). Said reimbursement amount of TIF Eligible Expenses shall be paid pursuant to **Section 8.2** of this Agreement, subject to the the delivery by Car Dealer to the Village of sufficient invoices and documentation that is customarily used in commercial construction projects, and is also determined to be satisfactory by the Village in its commercially reasonable discretion, including, but not limited to paid receipts, cancelled checks, lien waivers and Contractor Sworn Statements, for each such TIF Eligible Expense, and subject to the condition that Car Dealer and/or the operator of the car dealership facility certify, complete, execute and deliver to the Village an "Authorization to Release Sales Tax Information", upon receipt of the Illinois Business Tax Number for the car dealerships.

8.9 Agreement to Support Class 7(C) Tax Incentive. The Village agrees to cooperate with Car Dealer in Car Dealer's attempt to obtain all necessary approvals to obtain a Class 7(C) tax

incentive from Cook County for the Property. The Village shall provide Car Dealer with any and all required documents, including but not limited to a Resolution or Ordinance expressly setting forth the eligibility factors which must be presented to demonstrate that the Property and the Project satisfy those factors.

ARTICLE NINE

CAR DEALER'S AND LAND OWNERS 'S COVENANTS AND AGREEMENTS

9.1 Car Dealer's and Land Owner's Redevelopment Obligations. Car Dealer and Land Owner shall have the obligations set forth in this **Article Nine** for the development, construction, financing, completion and furtherance of the Project.

9.2 Accept Title to the Property. Land Owner hereby agrees to accept legal title to the Village Property at the Closing of the Village Property, subject to the provisions of **Article Fifteen** and subject to the terms, covenants and conditions of the Village Property Contract and this Agreement. Land Owner hereby agrees to accept legal title to the Knupper Property at the Closing of the Knupper Property, subject to the provisions, terms, covenants and conditions of the Knupper Contract and this Agreement.

9.3 Application Deadlines. The parties acknowledge Car Dealer has applied for Preliminary and Final Planned Development approval for the Village Property and the Knupper Property. In the event that the Village does not adopt an ordinance granting a Planned Development for the Project on or before August 31, 2018, this Agreement may be terminated by Car Dealer and/or Land Owner by written notice to the Village delivered after August 31, 2018 but on or before October 1, 2018, and, thereafter, this Agreement shall be null and void and of no further force or effect, and any funds escrowed by Land Owner pursuant to the Village Property Contract, if any, or any LOC deposited with the Village shall be immediately released to Land Owner. In the event that the Village does not adopt an ordinance granting a Planned Development for the Project on

or before August 31, 2018 and in the event Car Dealer and/or Land Owner has not delivered a termination notice, this Agreement may be terminated by the Village by written notice to the Car Dealer and Land Owner delivered after October 1, 2018, and, thereafter, this Agreement shall be null and void and of no further force or effect, and any funds escrowed by Land Owner pursuant to the Village Property Contract, if any, or any LOC deposited with the Village shall be immediately released to Land Owner.

9.4 Construction Financing Deadline. Not more than thirty (30) days after the Agreement Date, Car Dealer and Land Owner shall demonstrate to the Village's reasonable satisfaction through true and correct copies of signed letters of intent, commitment letters or otherwise as may be reasonably acceptable to the Village, that Car Dealer and Land Owner have sufficient funds to pay the cost of the Project and any other obligations of Land Owner and Car Dealer hereunder relating to the Property and the construction and development of the Project. Land Owner and Car Dealer shall obtain a binding financing commitment from a nationally recognized bank, lending institution, insurance company or other substantially similar financial institution, in form and content that is typical in the industry, evidencing financing available in sufficient funds to be disbursed to commence and complete the construction of the Project ("Construction Loan"). Land Owner and Car Dealer shall provide to the Village true and correct copies of executed satisfactory evidence of such commitment not later than thirty (30) days after the Village adopts a final ordinance granting Planned Development approval for the Project. Car Dealer may at any time and from time to time assign to any construction lender or other mortgagee ("Mortgagee") its rights and interests hereunder as collateral to secure the Construction Loan or other financing approved by the Village in connection with the Project and permitted in accordance with the terms of this Agreement ("Collateral Assignment"), and Village shall consent to such Collateral Assignment, subject to the following: In the event that any Mortgagee or

successor to a Mortgagee shall succeed to the interests of Car Dealer in the Project or in any portion thereof pursuant to or as result of remedies under the Construction Loan documents or other mortgage and/or under any related documents, including the Collateral Assignment ("Mortgage Documents"), whether by foreclosure, deed-in-lieu of foreclosure or other rights granted under such Mortgage Documents, the Village shall attorn to and recognize Mortgagee or such successor, so long as such Mortgagee or successor shall accept, in writing, an assignment of the rights of Car Dealer and Land Owner and assume the obligations of Car Dealer and Land Owner hereunder, effective from and after the date of such acceptance and assumption, on such an assignment, acceptance and assumption form as reasonably acceptable to the Village. Mortgagee or such successor, as the case may be, shall have no liability or obligation to Village hereunder for matters arising prior to such acceptance or for the prior defaults of Car Dealer and/or Land Owner. In the event that Mortgagee or such other successor or assign, as the case may be, shall not accept an assignment of the rights and obligations of Car Dealer and Land Owner and assume the obligations of Car Dealer and Land Owner hereunder, then such party Mortgagee or any of its successors or assignees, as the case may be, shall be not be entitled to any rights or benefits hereunder, notwithstanding the fact that this Agreement shall continue to encumber and bind the Property.

9.5 **Project Development Budget.** Car Dealer shall submit to the Village the project development line item budget approved by the Car Dealer's construction lender, when available, but not later than ninety (90) days after the Village adopts a final ordinance granting Planned Development approval for the Project. The Car Dealer agrees that the Village will be provided a reasonable opportunity to meet with the construction lender if requested by the Village.

9.6 **Letters of Credit, Permits and Other Security.**

(a) The \$2.25MM LOC. Within ten (10) days of execution of this Agreement, Car Dealer and Land Owner shall deposit with the Village a Letter of Credit in the amount of Two Million Two Hundred and Fifty Thousand (\$2,250,000.00) Dollars (“\$2.25MM LOC”).

(i) The \$2.25MM LOC shall be reduced by Seven Hundred and Fifty Thousand (\$750,000.00) Dollars upon Car Dealer’s completion of demolition and complete removal of the former Menard’s buildings (showroom and outdoor lumber shelter), including, but not limited to any Menard’s foundations.

(ii) The \$2.25MM LOC shall be further reduced by an aggregate of Two Hundred and Fifty Thousand (\$250,000.00) Dollars (One Hundred and Twenty Five Thousand (\$125,000.00) Dollars for each exterior shell and core, including a frame out of each respective roof, for each of the automobile dealership building) upon Car Dealer’s completion of each exterior shell and core, including a frame out of each respective roof of the automobile dealership buildings.

(iii) The \$2.25MM LOC shall be further reduced by Seven Hundred and Fifty Thousand (\$750,000.00) Dollars (Three Hundred and Seventy Five Thousand for each of the automobile dealership buildings) upon the issuance of either a temporary Certificate of Occupancy or final Certificate of Occupancy (each, individually “Temporary Certificate of Occupancy” or “Final Certificate of Occupancy”, or collectively “Certificate of Occupancy”), whichever occurs first, for the automobile dealership buildings.

(iv) The \$2.25MM LOC shall be further reduced by Four Hundred and Fifty Thousand (\$450,000.00) Dollars (Two Hundred and Twenty Five Thousand for each of automobile dealership buildings) at such time as the Village issues a Final Certificate of Occupancy for the last building at the Project and upon acceptance of all public improvements and Off-Site Improvements by the Village.

(v) The balance of the \$2.25MM LOC in the amount of Fifty Thousand (\$50,000.00) Dollars shall be released to Car Dealer upon the completion of the one-year maintenance period, as required by the Village Code.

(vi) Upon successfully completing and reaching the reduction levels for the \$2.25MM LOC as set forth in sub-sections 9.6(a) (i) thru (iv), above, it shall be Car Dealer's sole obligation to obtain and deliver a new LOC to the Village in the approved reduced amount as set forth above. Each new reduced LOC shall be subject to the requirements of Section 9.6(c), below, and subject to the Village's reasonable approval. Upon the acceptance and approval by the Village of each such reduced LOC as set forth in sub-sections 9.6(a) (i) thru (iv), above, the Village shall deliver the old LOC to Car Dealer in exchange for the new, approved LOC in the applicable reduced amount.

(b) A second Letter of Credit in the amount of One Million Two Hundred and Fifty Thousand (\$1,250,000.00) Dollars ("1.25MM LOC") shall be deposited with the Village at the Closing of the Village property. The \$1.25MM shall only be drawn upon by the Village in the event Car Dealer or Land Owner fails to construct, install, or complete each of the foundations for each building in the Project on or before the Completion Date or sells the Property or assigns the Property prior to the completion of the foundations for each building in the Project. The \$1.25MM LOC shall be released to Car Dealer upon the full completion of the construction and installation of each foundation for each building in the Project.

(c) Each of the \$2.25MM LOC (as it may be reduced as set forth herein) and the \$1.25MM LOC (sometimes collectively referred to as "LOC") shall be an irrevocable, standby letter of credit drawn on a national banking institution reasonably acceptable to the Village, in the amount as set forth herein, which LOC shall be held by the Village as security for the full and prompt performance of each and every obligation, covenant and agreement of Car Dealer and/or

Land Owner in this Agreement. The \$2.25MM LOC shall be drawn upon by the Village and applied by the Village as liquidated damages for a Land Owner Default for failure to close on the Village Property pursuant to the terms, covenants, provisions, or conditions of this Agreement and the Village Property Contract. Any LOC deposited pursuant to the terms of this Agreement shall name the Village as beneficiary, shall be from a bank or national financial institution and shall be for a term of no less than one (1) year. The form of any LOC shall also be subject to the Village's counsel's prior approval, not to be unreasonably withheld or delayed. It shall be Car Dealer and/or Land Owner's obligation and responsibility to renew each LOC within thirty (30) days prior to its expiration. Car Dealer and/or Land Owner may, at Car Dealer and/or Land Owner's sole option and election, upon written notice to the Village, replace each one or both LOC with a cash equivalent deposit, at which time such LOC shall be immediately delivered back to Car Dealer and/or Land Owner. The Village shall have no liability for the return of the LOC in the event a mortgagee in possession takes possession of all or any portion of the Property, or any interest therein, through public or private foreclosure or the acceptance of a deed in lieu thereof. In the event the LOC is replaced with cash, except as provided by law, the Village shall not be obligated to hold the deposit in a separate fund but may commingle the same with other funds.

9.7 Completion Date.

At the time of execution of this Agreement, Village and Car Dealer agree that Car Dealer is not in a position to provide a complete Project Development Schedule. Car Dealer and/or Land Owner covenant and agree to construct, or cause to be constructed, the Project on the Property in compliance with the terms of this Agreement on or before April 1, 2020 (the "Completion Date"). In the event Car Dealer and/or Land Owner fail to obtain the Certificate of Completion, pursuant to Section 8.7 above and without an extension thereof by the Village, which shall not be

unreasonably withheld, prior to the Completion Date, Car Dealer and/or Land Owner shall be in default under this Agreement and, upon thirty (30) days written notice by the Village to Car Dealer and Land Owner, the Village shall have the remedies as set forth in Section 16.3 hereunder.

9.8 Compliance with Applicable Laws. Land Owner and Car Dealer warrant that they shall at all times acquire, install, construct, operate and maintain the Project in conformance with all applicable laws, rules, ordinances and regulations. All work with respect to the Project shall be performed in accordance with good construction practices and shall conform to all applicable federal, state and local laws, regulations and ordinances, including, but not limited to, zoning, subdivision, planned development codes, building codes, environmental codes, life safety codes, property maintenance codes and any other applicable codes and ordinances of the Village as more specifically set forth in **Article Eleven**. Village shall not enact any law, ordinance, rule or regulation (or amendment thereto) which would have the effect of increasing Car Dealer's obligations hereunder, including an increase in the cost of the Project.

9.9 No Default. The Land Owner and/or Car Dealer shall not be in default under this Agreement or be in default under any agreement with the Village of Palatine or the Mazda North American Operations, Inc. or Subaru of American, Inc. Car Manufacturers including, but not limited to any one or more franchise agreements with the Mazda or Subaru Car Manufacturers, or any other party in connection with the development of the Property, which default has not been cured after the giving of proper written notice thereunder and all rights to cure have lapsed. Failure to comply with this term renders Land Owner and Car Dealer in default of this Agreement, subject to Land Owner and Car Dealer's right to cure under this Agreement.

9.10 Progress Meetings. Car Dealer shall meet with the Village staff and make presentations, as reasonably requested by the Village and not to exceed four (4) per year, in order to keep the Village apprised of the progress of the development of the Project.

9.11 Authorized Representative. Subject to the provisions thereof, Car Dealer has designated in **Article Three** a representative with full power and authority to meet with Village staff for purposes of coordinating and implementing obligations of the Parties under this Agreement; provided, however, that all agreements of the Parties shall be in writing and fully authorized by all necessary action of such Parties.

9.12 Real Estate Tax Payments. Land Owner, Car Dealer and successor owners agree to pay all general and special real estate taxes levied during their respective period of ownership against their respective interest in the Project on or prior to the date same is due and said taxes shall not become delinquent or incur any penalties or interest. The Village acknowledges that the Car Dealer is seeking Class 7(C) and the Village supports a Class 7(C) tax incentive. Accordingly the Class 7(C) tax incentive shall not violate this provision.

9.13 Tax Exempt Status. Consistent with its covenant in **Section 10.7**, Land Owner, Car Dealer and successor owners shall not assert a tax-exempt status during their respective period of ownership. However, the Village acknowledges that the Car Dealer is seeking Class 7(C) and the Village supports a Class 7(C) tax incentive. Accordingly the Class 7(C) tax incentive shall not violate this provision. This prohibition shall run with the land and shall expire on the earlier of the following to occur: (i) date the Rand Road Redevelopment Project Area and the Rand Road TIF District expires; or (ii) any earlier date if such date is mutually agreed by the Village, Land Owner, and Car Dealer.

9.14 Class 7(C) Cook County Tax Incentive. The Village agrees to cooperate with Car Dealer in Car Dealer's attempt to obtain all necessary approvals to obtain a Class 7(C) tax incentive from Cook County for the Property. The Village shall provide Car Dealer with any and all required documents, including by not limited to a Resolution or Ordinance expressly setting forth the

eligibility factors which must be presented to demonstrate that the Property and the Project satisfy those factors and that the Property affirmatively satisfy those factors.

9.15 **Reserved.**

9.16 **Fees and Expenses.** Car Dealer shall pay when due all Village and other governmental entity-imposed fees, including but not limited to permit, inspection, review, tap-on, and storm water drainage fees that are assessed on a uniform basis throughout the Village and are of a general applicability to all other property in the Village. Said payments shall be made as directed by the applicable Village code or policy.

9.17 **Loan Agreement.** Prior to issuance of the Certificate of Completion by the Village, neither Land Owner nor Car Dealer shall use the Property as collateral to secure loans or acquire any assets or for anything, including acquiring automobiles, other than the cost of acquiring the Property and constructing the Project. Notwithstanding anything to the contrary contained herein, no mortgage executed in connection with Land Owner or Car Dealer's Loan may encumber the Property unless the Lender thereunder has committed in writing to the Village that, without Village's consent:

- (a) in no event shall the Property serve as security or collateral for any loan other than loans the proceeds of which will be applied to the acquisition of the Property and construction of the Project; and
- (b) in no event may Lender exercise any remedies with regard to any default under Land Owner or Car Dealer's Loan, other than the right to withhold further disbursements, until such time as Lender has tendered to Village written notice thereof and afforded to the Village the same cure period afforded to Land Owner and Car Dealer under the loan documents to cure any such default noted therein.;

9.18 **Subaru and Mazda Corporate Approvals.** Car Dealer has provided to the Village, as a condition precedent to the Village's execution of this Agreement, written evidence from Subaru and Mazda in form and substance reasonably acceptable to the Village that: 1) Subaru and Mazda and any other applicable corporate entity approves the relocation of Car Dealer's dealership to the Property; and 2) Subaru's and Mazda's existing facility requirements are such that Car Dealer's present location contains inadequate space, has become economically obsolete, or is no longer a viable location for the dealership, sufficient to allow the Village to make a reasonable finding that the current location contains inadequate space, has become economically obsolete, or is no longer a viable location for the car dealership. This Agreement and the Village's agreement to reimburse Car Dealer TIF Eligible Expenses is specifically contingent on the continuing truth and validity of such written evidence as required by Section 65 ILCS 5/11-74.4-3(q-11.5) of the Act.

ARTICLE TEN

ADDITIONAL COVENANTS OF CAR DEALER AND LAND OWNER

10.1 **Car Dealer Existence.** Car Dealer will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and standing as an Illinois Corporation authorized to do business in Illinois, so long as Car Dealer maintains an interest in the Property or has any other remaining obligation pursuant to the terms of this Agreement. Car Dealer will also do or cause to be done all things necessary to preserve and keep its franchise with the Subaru (official name) and Mazda (official name) and any other applicable corporate entity in existence, in good standing and in full force and effect.

10.2 **Land Owner Existence.** Land Owner will do or cause to be done all things necessary to preserve and keep in full force and effect its existence and good standing as an Illinois limited

liability company authorized to do business in Illinois, so long as Land Owner maintains an interest in the Property or has any other remaining obligation pursuant to the terms of this Agreement. Land Owner will also do or cause to be done all things necessary to preserve and keep its franchise with the Subaru (official name) and Mazda (official name) and any other applicable corporate/limited liability company entity in existence, in good standing and in full force and effect.

10.3 Construction of Project. Car Dealer shall diligently pursue obtaining all required permits and Car Dealer shall exercise commercially reasonable efforts to cause construction of the Project on the Property to be prosecuted and completed by April 1, 2020, in good faith and without delay, subject to Uncontrollable Circumstances and the other provisions of this Agreement. Neither Car Dealer, nor any entity in which Car Dealer has an interest, shall be paid any construction management fee or other fees from the proceeds of the Construction Loan for the Property until issuance of a Temporary or Final Certificate of Occupancy, whichever occurs first, for any part of the Project.

10.4 Indemnification. Land Owner and Car Dealer (use of the term "Land Owner" and "Car Dealer" herein includes permitted successors and assigns), agrees to and does hereby indemnify, defend and hold the Village, Mayor, Village Council Members, Village Manager, officers, agents and employees (hereinafter "Indemnified Parties") harmless from and against any losses costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorneys' fees and court costs) suffered or incurred by the Indemnified Parties (which shall not include any claim related to the loss of sales tax or incremental property tax revenues), which are caused as a result of:

a. the failure of Land Owner and/or Car Dealer to comply with any of the terms, covenants or conditions of this Agreement with which Land Owner and/or Car Dealer is obligated to comply; and

b. the failure of Land Owner to comply with any of the terms, covenants or conditions of the Village Property Contract with which Land Owner is obligated to comply; and

c. the failure of Land Owner and/or Car Dealer or any of Car Dealer's contractors to pay contractors, subcontractors or materialmen in connection with the Project; and

d. material misrepresentations or omissions of Land Owner and/or Car Dealer relating to the Project, financials, this Agreement and/or the Village Property Contract, which are the result of information supplied or omitted by Land Owner and/or Car Dealer or by its agents, employees, contractors or persons acting under the control or at the request of Land Owner and/or Car Dealer; and

e. the failure of Land Owner and/or Car Dealer to cure any material misrepresentations or omissions of Land Owner and/or Car Dealer in this Agreement relating to the Project within the applicable cure provisions of this Agreement; and

f. any claim or cause of action for injury, loss of life or damage brought by a third party arising out of the negligence of the Car Dealer or Land Owner. The Village shall notify the Car Dealer and Land Owner in writing of any third party complaint regarding the construction/or operation of the Project by Car Dealer as soon as reasonably possible; and

g. any violation or threatened violation by Land Owner and/or Car Dealer of local ordinance, state or federal laws, in connection with the offer and sale of interests in Land Owner and/or Car Dealer or any part of the Project; and

h. the occurrence of an Event of Default by Land Owner and/or Car Dealer and the occurrence of an Event of Default by Land Owner under the Village Property Contract; and

i. the failure of Land Owner and/or Car Dealer to comply with any of the terms, covenants or conditions of its franchise agreement with Subaru and/or Mazda motor companies.

The provisions of this **Section 10.4** shall not apply to any loss which arises out of (in whole or in part) the intentional conduct or negligence on the part of any Indemnified Party providing this information, but only to the extent that such Indemnified Parties' misconduct or misinformation or negligence contributed to the loss, or that the loss is attributable to such Indemnified Parties' misconduct or negligence or misinformation. Nothing herein shall be construed to waive any immunities the Village may assert in response or defense of any such claims.

10.5 Insurance. On or prior to Closing on the Village Property, Car Dealer (or Car Dealer's contractor) shall deliver to the Village, at the Car Dealer's cost and expense, insurance required to be carried by Car Dealer pursuant to **Article Fourteen**. The Village shall be named as an additional insured party on Car Dealer's insurance policies until such time as a Certificate of Completion is issued; provided that, Village hereby agrees and acknowledges that its rights as an additional insured are subordinate to the priority of the construction lender as a loss payee.

10.6 Further Assistance and Corrective Instruments. The Village, Land Owner and Car Dealer agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may be reasonably required for carrying out the intention of or facilitating the performance of this Agreement to the extent legally permitted and within the Village's sound legal discretion.

10.7 **No Gifts.** Land Owner and Car Dealer covenant that no officer, member, manager, stockholder, employee or agent of Land Owner or Car Dealer, or any other person connected with Land Owner or Car Dealer, has made, offered or given, either directly or indirectly, to the Mayor, any Council member, or any officer, employee or agent of the Village, or any other person connected with the Village, any money or anything of value as a gift or bribe or other means of influencing his or her action in his or her capacity with the Village.

10.8 **Conveyance.** In recognition of the nature of the Project and the Village's projections of the need for incremental tax revenues to finance TIF Eligible Expenses, in accordance with the Act, during the life of the TIF consistent with its covenants in **Sections 9.13**, Land Owner shall not undertake to convey the Property to persons whose ownership and use of such Property will cause it to be exempt from payment of property taxes. However, the Village acknowledges that Car Dealer is seeking Class 7(C) and the Village supports the Class 7(C) tax incentive. Accordingly, the Class 7(C) tax incentive shall not violate this provision. To facilitate this provision, the Village will impose in the deed conveying all or any portion of the Property to Land Owner and Land Owner shall impose in its deed conveying all or any portion of the Property a prohibition against granting such conveyance consistent with the covenants in **Sections 9.13**.

10.9 **Disclosure.** Concurrently with execution of this Agreement, Land Owner and Car Dealer shall disclose to the Village the names, addresses and ownership interests of all Persons that comprise Land Owner and Car Dealer, including all shareholders of the Car Dealer corporation and all members and their respective percentage interests of the Land Owner's limited liability company. The Land Owner and Car Dealer shall disclose the same information to the Village at Closing of the Village Property. At the time of execution of this Agreement and prior to Closing on the Village Property, Land Owner and/or Car Dealer shall not sell, assign, mortgage, pledge

or in any manner transfer any interest in the respective corporation or limited liability company, without the Village's prior written consent in each instance. Consent by the Village to any assignment or transfer shall not waive the necessity for consent to any subsequent assignment or transfer. This prohibition shall include a prohibition against any assignment or transfer by operation of law and no change shall be made in the persons or entities owning or controlling Land Owner and/ or Car Dealer or in their respective ownership interests without the consent of the Village. All changes made in the persons or entities owning or controlling Land Owner and Car Dealer or in their ownership interests shall be disclosed to the Village during the term of this Agreement.

10.10 Open Book Project. Car Dealer's Project shall be an "open book" project meaning that Car Dealer and the general contractor (or contractors, if more than one) will assure continuing reasonable access to the Village's agents for the purpose of reviewing and auditing their respective books and records relating to any item necessary to determine the costs of the Project, and as it relates solely to this Project. The foregoing Village review rights shall terminate one (1) year after the issuance of the Final Certificate of Occupancy with respect to costs for the Project, unless Car Dealer has failed to make available any such books and/or records requested in writing by the Village. Car Dealer and Land Owner shall provide to the Village copies of any corporate, partnership, limited liability operating agreements or joint venture agreements pertaining solely to the Property and this Project to which Car Dealer and Land Owner are Parties; provided that Car Dealer and/or Land Owner may, (if Car Dealer or Land Owner previously provided the Village not less than thirty (30) days to review such confidential financial materials), remove from the copies of such agreements any confidential financial information previously disclosed to the Village and not since changed in form or substance and the Village shall keep such agreements confidential, to the maximum extent permitted by law. Failure to provide the

documents or allow review of the books within thirty (30) days after written request by the Village shall be an Event of Default. Car Dealer shall exercise prudence and good faith in attempting to contract with persons or entities who are reputable and experienced in their respective areas for the provision of services or material for the design and construction of the Project at costs not in excess of market rates. The Village agrees that Car Dealer may designate, within its commercially reasonable discretion, the general contractor (or general contractors) for the Project. The general contractor (or general contractors) designated by Car Dealer shall be experienced and reputable as determined by Car Dealer in its sole, but commercially reasonable discretion.

10.11 Assignment of Agreement. This Agreement is not assignable except to an assignee of a Mortgagee for collateral purposes only, as set forth in **Section 9.4**, or for Permitted Transfers (as hereinafter defined), until a Certificate of Completion for the entire Project is issued by the Village. Notwithstanding anything in this **Section 10.11** to the contrary, no part of this **Section 10.11** and **Section 10.12** shall require the Village's consent to the collateral assignment hereof, for security purposes only, to Land Owner's lender or Car Dealer's construction lender or permanent lender, if required thereby, or to a Permitted Transferee. Subsequent to completion of the Project, as evidenced by a Certificate of Completion, Land Owner and Car Dealer shall give notice to Village of any proposed transfer and Village shall have thirty (30) days to accept or reject such assignee and any such proposed transfer, in its sole judgment and discretion.

10.12 No Transfer without Village's Consent. Prior to issuance of a Certificate of Completion for the entire Project, no portion of Land Owner or Car Dealer or the Project shall be transferred or conveyed (other than to Permitted Transferees). Car Dealer and/or Land Owner shall notify the Village of any transfer of any interest in the Project and/or the Property other than to an Affiliate of Car Dealer. As used herein, an "Affiliate of Car Dealer" shall mean an entity which controls, is controlled by, or is under common control with Car Dealer and which has the same

manager, members, partners or shareholders owning in the aggregate, more than fifty percent (50%) of the ownership interests in Car Dealer and the same manager, members, partners or shareholders owning more than fifty percent (50%) of the ownership interests in said Affiliate; and as used herein "control" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities or rights, by contract, or otherwise. The foregoing transfers shall herein be referred to as the "Permitted Transfers" and the transferees shall be referred to as the "Permitted Transferees". Car Dealer shall not be required to obtain Village review, approval or consent to any Permitted Transfer. The Village shall have no duty to return the LOC or any other security posted in connection with the portion of the Project so transferred. In the event there is a transfer of Car Dealer and Land Owner's rights and obligations under this Agreement by operation of law or otherwise due to or caused by the default under this Agreement by Car Dealer and/or Land Owner, the Village may negotiate any new terms of security with any successor developer for the Project and may amend this Agreement with such any such new terms, including, but not limited to any new terms of security for the Project with any successor developer for the Project, as the Village deems acceptable, in its commercially reasonable discretion.

ARTICLE ELEVEN

ADHERENCE TO VILLAGE CODES AND ORDINANCES

All development and construction of the Project shall comply in all respects with the provisions in the Building, Plumbing, Mechanical, Electrical, Storm Water Management, Fire Prevention, Property Maintenance, Zoning and Subdivision Codes of the Village and all other germane codes and ordinances of the Village in effect from time to time, unless otherwise mandated by State law or permissible under a variance or exemption granted to Land Owner or

Car Dealer by a governmental body authorized to grant such variance or exemption. Land Owner and Car Dealer have examined and are familiar with and agrees that the development of the Project shall be performed in accordance with all the covenants, conditions, restrictions, building regulations, zoning ordinances, property maintenance regulations, environmental regulations and land use regulations, codes, ordinances, federal, state and local ordinances affecting the Project or is permissible under a variance or exemption granted to Land Owner or Car Dealer by a governmental body authorized to grant such variance or exemption.

ARTICLE TWELVE

REPRESENTATIONS AND WARRANTIES OF CAR DEALER

AND LAND OWNER

Land Owner and Car Dealer represent, warrant and agree as the basis for the undertakings on their respective parts herein contained that as of the date hereof and until completion of the Project:

12.1 Organization and Authorization. Land Owner is an Illinois limited liability company and Car Dealer is an Illinois corporation, both authorized to do business in Illinois and existing in good standing under the laws of the State of Illinois, and both are authorized to and have the power to enter into, and by proper action have been duly authorized to execute, deliver and perform, this Agreement. Land Owner and Car Dealer are solvent, able to pay their debts as they mature and financially able to perform all the terms of this Agreement. To Land Owner and to Car Dealer's actual knowledge, there are no actions at law or similar proceedings which are pending or threatened against Land Owner or Car Dealer, respectively, which would materially and adversely affect the ability of Land Owner or Car Dealer to proceed with the construction and development of the Project.

12.2 Subaru and Mazda Authorization and Approval. Car Dealer is authorized to do business by Subaru of America, Inc and Mazda North American Operations, Inc. at the Property pursuant to Car Dealer's franchise agreement with Subaru of America, Inc ("Subaru Franchise Agreement") and Mazda North American Operations, Inc. ("Mazda Franchise Agreement") (the Subaru Franchise Agreement and Mazda Franchise Agreement sometimes collectively referred to as "Franchise Agreement"). Car Dealer and Land Owner have the power to enter into, and by proper action have been duly authorized to execute, deliver and perform, this Agreement. Prior to the Village's execution of this Agreement Car Dealer has provided a letter from Subaru of America, Inc and Mazda North American Operations, Inc. in form and substance acceptable to the Village establishing Car Dealer's approval to locate the Subaru and Mazda dealerships on the Property. To Car Dealer's actual knowledge, without duty to investigate, there are no actions which are pending or threatened against Car Dealer by Subaru of America, Inc or Mazda North American Operations, Inc which would materially and adversely affect the ability of Car Dealer to proceed with the construction and development of the Project. Car Dealer and Land Owner hereby represent, warrant and agree that: (i) there exists no breach, default or event of default by Car Dealer and Land Owner under the Franchise Agreement, (ii) Car Dealer and Land Owner have not received any notice of any breach, default or event of default by Car Dealer and Land Owner under the Franchise Agreement; (iii) the Franchise Agreement, continues to be a legal, valid and binding agreement and obligation of Car Dealer and Land Owner; and (iv) Car Dealer and Land Owner have no current offset or defense to the performance or obligations under the Franchise Agreement.

12.3 Non-Conflict or Breach. To the actual knowledge of Land Owner and Car Dealer, neither the execution and delivery of this Agreement by either the Land Owner or Car Dealer, the consummation of the transactions contemplated hereby by Land Owner or Car Dealer, nor the

fulfillment of or compliance with the terms and conditions of this Agreement by Land Owner or Car Dealer conflict with or result in a breach of any of the terms, conditions or provisions of any franchise agreement, offerings or disclosure statement made or to be made on behalf of Land Owner or Car Dealer (with Land Owner or Car Dealer's prior written approval), any organizational documents, any restrictions, agreement or instrument to which Land Owner or Car Dealer or any of its partners or venturers is now a party or by which Land Owner or Car Dealer or any of its partners or its venturers is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon any of the assets or rights of Land Owner or Car Dealer, any related party or any of its venturers under the terms of any instrument or agreement to which Land Owner or Car Dealer, any related party or any of its partners or venturers is now a party or by which Land Owner or Car Dealer, any related party or any of its venturers is bound, the effect of which would have a material and adverse effect upon the Project.

12.4 Location of Project. The Project will be located entirely within the Property.

12.5 Financial Resources. Land Owner and Car Dealer, respectively, and any Affiliate to which portions of this Agreement are assigned, have sufficient financial and economic resources to implement and complete Land Owner and/or Car Dealer's respective obligations contained in this Agreement.

12.6 Limit on Use of Land as Security. Land Owner and Car Dealer's right to use the land as security for financing purposes shall be subject to the restrictions contained in this Agreement. Violation of this covenant shall constitute an Event of Default.

ARTICLE THIRTEEN

REPRESENTATIONS AND WARRANTIES OF THE VILLAGE.

The Village represents, warrants and agrees as the basis for the undertakings on its part herein contained that:

13.1 Organization and Authority. The Village is a municipal corporation duly organized and validly existing under the law of the State of Illinois, is a home rule unit of government, and has all requisite corporate power and authority to enter into this Agreement.

13.2 Authorization. The execution, delivery and the performance of this Agreement and the consummation by the Village of the transactions provided for herein and the compliance with the provisions of this Agreement (except with regard to condemnation): (i) have been duly authorized by all necessary corporate action on the part of the Village, (ii) require no other consents, approvals or authorizations on the part of the Village in connection with the Village's execution and delivery of this Agreement, and (iii) shall not, by lapse of time, giving of notice or otherwise result in any breach of any term, condition or provision of any indenture, agreement or other instrument to which the Village is subject.

13.3 Litigation. To the best of the Village's knowledge, there are no proceedings pending or threatened against or affecting the Village or the Rand Road Redevelopment Project Area in any court or before any governmental authority which involves the possibility of materially or adversely affecting the ability of the Village to perform its obligations under this Agreement.

13.4 Connections. The Village shall permit the connection to Village utility systems of all water lines, sanitary and storm sewer lines or Village utility lines existing or constructed in the Property or near the perimeter of the Property as set forth on the Final Plans, provided that Land Owner and Car Dealer comply with all requirements of general applicability promulgated by the Village for such connections. Village shall grant utility easements over Village owned land and

public rights of way as may be necessary or appropriate to accommodate the utilities shown on the Final Plans.

13.5 Information. The Village shall deliver to Land Owner all documents and instruments in its possession or control relating to the physical condition and development of the Property on or prior to the date of the delivery of the Title Commitment and Survey (as set forth below).

13.6 Best Efforts. Village agrees to cooperate with Car Dealer in Car Dealer's efforts to obtain necessary licenses, permits and approvals from other governmental and quasi-governmental bodies for the Project, including, the state and local Departments of Transportation, Metropolitan Water Reclamation District, state and federal Environmental Protection Agencies, and FEMA.

ARTICLE FOURTEEN

LIABILITY AND RISK INSURANCE.

14.1 Liability Insurance Prior to Completion. On or prior to any construction activities, Car Dealer (or Car Dealer's contractor) shall procure and deliver to the Village, at Car Dealer's (or such contractor's) cost and expense, and shall, from and after the date of Closing on the Village Property by Land Owner, maintain in full force and effect until each and every obligation of Car Dealer and Land Owner contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and, during any period of construction, contractor's liability insurance and worker's compensation insurance, with liability coverage under the comprehensive liability insurance to be not less than Two Million Dollars (\$2,000,000.00) each occurrence and Five Million Dollars (\$5,000,000.00) in the aggregate. All such policies shall be in such form and issued by such companies as shall be acceptable to the Village to protect the Village, Car Dealer and Land Owner against any liability incidental to the use of or resulting from any claim for injury or damage occurring in or about the Project on the Property, or the construction and improvement thereof by Car Dealer. Each such policy shall name the Village as

an additional insured and shall contain an affirmative statement by the issuer that it will give written notice to the Village at least thirty (30) days prior to any cancellation or amendment of its policy; provided that, Village hereby agrees and acknowledges that its rights as an additional insured are subordinate to the priority of the construction lender as a loss payee. Car Dealer may satisfy its insurance obligations in this **Article Fourteen** by way of a blanket policy or policies which satisfy the terms and conditions contained herein, which also includes other liabilities, properties and locations having a general policy aggregate of at least Ten Million Dollars (\$10,000,000.00). Car Dealer shall provide to the Village a replacement certificate not less than thirty (30) days prior to expiration of any policy.

14.2 Builder's Risk Prior to Completion. Prior to completion of the construction of the Project on the Property, as certified by the Village, Car Dealer and Land Owner shall keep in force at all times builders risk insurance on a completed value basis, in non-reporting form, against all risks of physical loss, including collapse, covering the total value of work performed and equipment, supplies and materials furnished for the Project (including on-site stored materials), all as to work by Car Dealer on the Project. Such insurance policies shall be issued by companies satisfactory to the Village. All such policies shall contain a provision that the same will not be canceled or modified without prior thirty (30) day written notice to the Village.

ARTICLE FIFTEEN

REAL ESTATE SALE PROVISIONS

15.1 As Is Purchase. EXCEPT AS EXPRESSLY PROVIDED HEREIN TO THE CONTRARY, LAND OWNER AND CAR DEALER AGREE THAT THEY WILL PERFORM ALL EXAMINATIONS AND INVESTIGATIONS OF THE PROPERTY THEY DEEM NECESSARY, INCLUDING SPECIFICALLY, WITHOUT LIMITATION, EXAMINATIONS AND INVESTIGATIONS FOR THE PRESENCE OF ASBESTOS, PCB EMISSIONS AND

HAZARDOUS SUBSTANCES, MATERIALS OR WASTES (AS THOSE TERMS MAY BE DEFINED BY APPLICABLE FEDERAL OR STATE LAW, RULE OR REGULATION) ON THE PROPERTY, AND THAT LAND OWNER AND CAR DEALER WILL RELY SOLELY UPON SUCH EXAMINATIONS AND INVESTIGATIONS, ALONG WITH ANY AND ALL DOCUMENTS PROVIDED TO LAND OWNER BY VILLAGE (OR MADE AVAILABLE BY VILLAGE FOR LAND OWNER'S REVIEW) IN PURCHASING THE PROPERTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IT IS EXPRESSLY UNDERSTOOD AND AGREED BY LAND OWNER AND CAR DEALER THAT LAND OWNER IS PURCHASING THE PROPERTY "AS IS" AND "WHERE IS," AND WITH ALL FAULTS AND CONDITIONS, AND THAT VILLAGE IS MAKING NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITION OR VALUE OF THE PROPERTY OR THE COMPLIANCE OF THE PROPERTY WITH APPLICABLE BUILDING OR FIRE CODES OR OTHER LAWS OR REGULATIONS. WITHOUT LIMITING THE FOREGOING, IT IS UNDERSTOOD AND AGREED THAT VILLAGE MAKES NO WARRANTY OF HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LAND OWNER AND CAR DEALER AGREE THAT VILLAGE IS NOT LIABLE OR BOUND BY ANY GUARANTEES, PROMISES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY MADE OR FURNISHED BY ANY REAL ESTATE AGENT, BROKER, EMPLOYEE, SERVANT OR OTHER PERSON REPRESENTING OR PURPORTING TO REPRESENT VILLAGE, EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH HEREIN. LAND OWNER, CAR DEALER AND VILLAGE AGREE THAT THE PROVISIONS OF THIS SECTION SURVIVE THE CLOSING OF THE TRANSACTION

CONTEMPLATED BY THIS CONTRACT AND THE EXPIRATION AND TERMINATION OF THIS AGREEMENT.

15.2 Purchase Price.

a. The Village shall sell, convey and transfer to Land Owner title to the Village Property at the price of Two Million Five Hundred Thousand Dollars (\$2,500,000), plus or minus prorations and adjustments as set forth in the Village Property Contract, to be paid on the date of Closing of the Village Property to Land Owner by wire transfer of immediately available U.S. funds, pursuant to the terms and conditions of the Village Property Contract.

15.3 Title.

a. **Title Commitment; Title Policy and Survey.** At least thirty (30) days prior to the Closing, Village shall cause to be furnished to Land Owner a (i) title commitment ("Commitment") issued by Chicago Title Insurance Company ("Title Company"), covering the respective Property, together with true and legible copies of all documents creating or establishing easements, restrictions, and other items referred to as exceptions in Schedule "B" and Schedule "C" of the Commitment ("Title Documents") and an ALTA/ACSM Land Title Survey, including Table A - Optional Survey Responsibilities and Specifications Nos. 11, 2, 3, 4, 6(b), 7(a), 8, 10 (a), 13, 14, 16, 17, 18, 19, 20, prepared and certified to Land Owner, Title Company and Land Owner construction lender or other identified third parties in accordance with the *2005 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys as adopted by American Land Title Association and National Society of Professional Surveyors* ("Survey").

b. **Objections.** Land Owner shall have fourteen (14) days following receipt of the Commitment, Title Documents and Survey received under paragraph a of this Section 15.3 to review the Commitment, Title Documents and Survey and to provide to Village in writing a specific list of Land Owner objections to any of them other than the Agreed Exceptions, as defined

below, and Consensual Liens ("Title Objections"). Any item constituting an encumbrance upon or adversely affecting title to the Property (except for Agreed Exceptions and Consensual Liens) which is not objected to by Land Owner in writing by such time shall be deemed approved by Land Owner and shall constitute a Permitted Exception (as hereinafter defined). All title exceptions listed on the attached **Exhibit "F"**, are collectively referred to as "Agreed Exceptions" and shall constitute Permitted Exceptions. Any mortgages, security interests, financing statements, special assessments, taxes or any lien recorded against the Property with the consent or acquiescence of Village are collectively referred to as the "Consensual Liens" and none of such Consensual Liens shall constitute, be or become Permitted Exceptions. Village shall cause all Consensual Liens to be paid and discharged in full on the Closing and, in the event Village fails to do so, Land Owner shall have the right to deduct and apply so much of the Purchase Price as is reasonably required to do so; which application, to the extent insufficient to remove such Consensual Liens, shall not relieve Village of the obligation to remit such additional amounts as may be necessary to consummate full removal of such Consensual Liens. The phrase "Permitted Exceptions" shall mean the Agreed Exceptions and those exceptions to title set forth in the Commitment, Title Documents and Survey and accepted or deemed approved by Land Owner pursuant to the terms hereof, except Consensual Liens as provided above, which shall not constitute Permitted Exceptions.

c. **Agreed Exceptions.** The Parties acknowledge and agree that upon execution of this Agreement, the Parties are not in position to complete **Exhibit "F"**. Accordingly, Village shall provide Commitments and Title Documents to Land Owner for the Village Property, within thirty (30) days after the execution of this Agreement. Land Owner shall have fourteen (14) days following receipt of such Commitment and Title Documents to review the Commitment and Title Documents and to provide to Village in writing a specific list of Land Owner Title Objections

which materially affect the proposed use and ownership of the Project or otherwise materially affect the underlying value of the same. The provisions of paragraph d of this **Section 15.3** shall apply to Title Objections under this paragraph c. Notwithstanding anything contained herein to the contrary, the following covenant and restriction located in Special Warranty Deed dated April 30, 2009, and recorded May 5, 2009 as Document Number 0912533026 ("Menard's SP Warr Deed"), shall be a Permitted Exception, and Buyer shall take title subject to the two (2) following Permitted Exceptions:

- (i) "No portion of the Property shall be used for the operation of a store(s) with a combined total gross square footage in excess of 15,000 square feet specializing in the sale of home improvement products, such as hardware stores, carpet, tile or flooring stores, plumbing stores, lighting or electrical stores, or for the operation of a business whose primary business is a home improvement department store, including for example Home Depot, Lowe's, Ace Hardware, True Value, Fleet Farm, Farm and Fleet, Sears and Sears Hardware. The foregoing restriction shall run with the land until the earliest of (i) the date which is twenty (20) years following the recording of the Menard's SP Warr Deed; (ii) the date upon which Menard, Inc. no longer operates a store within seven and a half (7 1/2) miles of the Property; and (iii) the date on which Menard, Inc. transfers all assets of the corporation to an unrelated entity."; and
- (ii) that certain License Agreement by and between the Village of Palatine, Illinois, an Illinois municipal corporation ("Licensor") and D&D Wolff Ltd. ("Licensee") dated April 1, 2018, ("Wolff License Agreement"), shall be a Permitted Exception and Buyer shall take title subject to the Wolff License Agreement. At Closing, Seller shall assign any and all of its right, title and interest,

as Licensor, in and to the Wolff License Agreement, to Buyer and Buyer shall accept said assignment and agree to and shall assume any and all terms, covenants and obligations of Licensor under the Wolff License Agreement.

d. Cure. Village shall have the right, but not the obligation for a period of fourteen (14) days after receipt of Land Owner 's Title Objections (the "Cure Period"), to cure (or commit to cure at or prior to Closing) by delivery of written notice thereof to Land Owner within the Cure Period any or all Title Objections contained in Land Owner's notices. Land Owner understands, acknowledges and agrees the Village shall have no obligation to cure or commit to cure any of Land Owner's Title Objections. If any such Title Objections are not cured (or, if reasonably capable of being cured, Village has not committed to cure same at or prior to Closing) within the Cure Period, or if Village sooner elects not to cure such Title Objection by written notice to Land Owner, Land Owner shall have until ten (10) days after the receipt of such written notice within which to give Village written notice that Land Owner elects either (i) to waive all such uncured objections (in which case the uncured objections shall become Permitted Exceptions); or (ii) to terminate this Agreement as Land Owner and Car Dealer's sole, exclusive remedies, in lieu of any other remedy at law or in equity. If Land Owner does not deliver such written notice within the above period, Land Owner shall be deemed to have waived its objections and all uncured Title Objections shall be Permitted Exceptions (except Consensual Liens, which shall not constitute Permitted Exceptions hereunder. If Land Owner terminates this Agreement in accordance with the foregoing, this Agreement shall immediately and automatically terminate, and neither Party shall have any further obligations to the other hereunder (except any obligations, which this Agreement provides survive termination.) Any security deposit and/or LOC shall be returned to Land Owner or Car Dealer.

15.4 Closing Deliveries.

a. **Village.** The Closing on the Village Property, shall be thirty (30) days after the later of the following events to occur: (i) approval of this Agreement by the Village of Palatine; (ii) approval by Cook County of the Class 7C Tax classification for the Property; or (iii) _____, 201__ (“Closing Date”), provided all the conditions precedent described in this Agreement have been satisfied, including but not limited to: full execution of this Agreement, adoption of the Final Planned Development Ordinance, and compliance with all applicable provisions of this Agreement. Upon the Closing, Village shall deliver or cause to be delivered to Land Owner, the following with respect to the portion of the Property being conveyed:

- i. **Deed.** Special Warranty Deed, in form and substance reasonably acceptable to Land Owner, conveying such portion of the Property to Land Owner (or Land Owner’s Permitted Assignee) free and clear of all liens, claims and encumbrances except for the Permitted Exceptions.
- ii. **Affidavit of Title.** Affidavit of Title in customary form executed by the Village, subject only to Permitted Exceptions.
- iii. **Bill of Sale.** Bill of Sale in customary form executed by the Village conveying to Land Owner any personal property owned by the Village and located on the Property.
- iv. **Possession.** Exclusive possession of the Property, subject to the Wolff License Agreement and any additional Permitted Exceptions.
- v. **Title Policy.** An ALTA Form B Owner’s Policy of Title Insurance for the Property, dated as of the Closing, in the amount of the applicable Purchase Price, insuring title in Land Owner (or Land Owner’s Permitted Assignee) in indefeasible fee simple, subject to

no exceptions other than Permitted Exceptions with extended coverage (the "Title Policy"). Village shall pay the additional premium charged for extended coverage, however, Land Owner shall pay for any endorsements required by Land Owner or its Lender.

- vi.. Closing Statement. A Closing Statement conforming to the prorations and other relevant provisions of this Agreement.
- vii. Entity Transfer Certificate. An Entity Transfer Certification confirming that Village is a "United States Person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended.
- viii. Assignment of Wolff License Agreement. An Assignment of any and all of the Village's right, title and interest, as Licensor, in and to the Wolff License Agreement.
- ix. Other. Such other documents and instruments as may be required by the Title Company or as required by the Village Property Contract, as necessary to consummate this transaction and to otherwise effect the agreement of the parties hereto and not inconsistent with the terms of this Agreement, including but not limited to: (1) an Affidavit of Title, and (2) an A.L.T.A. Statement.

b. **LAND OWNER**. Upon Closing, Land Owner shall deliver or cause to be delivered to Village the following:

- i. Closing Statement. A Closing Statement conforming to the proration and other relevant provisions of this Agreement.

- ii. Corporate Resolutions/Authorizations. Such limited liability company or corporate resolutions and authorizations satisfactory to the Title Company evidencing Land Owner's authority to enter into and consummate this transaction and the acceptance of the conveyance of the Property, pursuant to this Agreement.
- iii. Acceptance of Assignment and Assumption of Wolff License Agreement, Land Owner shall accept said Assignment and assume any and all terms, covenants and obligations of Licensor under the Wolff License Agreement.
- iv. Other. Such other documents and instruments as may be required by the Title Company or as required by the Village Property Contract, to consummate this transaction and to otherwise effect the agreement of the parties hereto and not inconsistent with the terms of this Agreement.

15.5 Prorations and Adjustments. The following shall be prorated and adjusted between Village and Land Owner at the Closing, except as otherwise specified in the Village Property Contract:

a. Village will pay the basic premium for the Title Policy and any premiums for extended coverage; one-half of the escrow fee and New York closing fee charged by the Title Company; the costs to prepare the Deed; the costs to obtain, deliver, and record releases of all liens to be released at Closing; the costs to record all documents to cure Title Objections agreed to be cured by Village; the costs to obtain the Survey; the cost of state and county transfer stamps, if any, and Village's expenses and attorney's fees. Land Owner will pay one-half of the escrow

fee and New York closing fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be recorded at Village's expense; the costs of any work required by Land Owner to have the Survey reflect matters other than those required under this Agreement; the costs to obtain financing of the Purchase Price, including the incremental premium costs of mortgagee's title policies and endorsements and deletions required by Land Owner or Land Owner 's lender; and Land Owner 's expenses and attorney's fees. The Village and Land Owner agree that the Licensee under the Wolff License Agreement pays all real estate taxes which real estate taxes are currently based on the value of the Wolff License Agreement. The Village reimburses the Licensee under the Wolff License Agreement for a portion of the real estate taxes incurred by Licensee under the Wolff License Agreement, therefore, the amount of real estate taxes to be reimbursed by the Village to Licensee under the Wolff License Agreement for the then current year shall be prorated for the Closing, effective as of the Closing Date, based upon an estimated tax equal to 105% percent of the last ascertainable tax bill, and such proration shall be final. Rents under the Wolff License Agreement shall be prorated as of the Closing Date. If the assessment(s) for the year of closing and/or prior years are not known as of any Closing Date, the prorations will be based on taxes for the previous tax year. Village will promptly notify Land Owner of all notices of proposed or final tax valuations and assessments that Village receives after the Contract Date and prior to such Closing. If this sale or Land Owner 's use of the Premises after such Closing results in the assessment of additional taxes for periods prior to Closing, Land Owner will pay the additional taxes. Except as required to be paid by Licensee under the Wolff License Agreement, all taxes due as of such Closing will be paid at such Closing. Except for the cost of the money lender escrow which shall be paid by Land Owner, Land Owner and the Village shall divide the cost of any escrows hereunder equally between them. Such other items that are customarily prorated in transactions of this nature, if any, shall be

ratably prorated. For purposes of calculating prorations, Land Owner shall be deemed to be in title to the applicable portion of the Property on the corresponding Closing Date. All such prorations shall be made on the basis of the actual number of days of the year which shall have elapsed as of such Closing Date. The amount of the ad valorem real estate tax proration shall be adjusted in cash after such Closing as and when the final tax bill for such period(s) becomes available. Village and Land Owner agree to cooperate and use their diligent and good faith efforts to make such adjustments no later than thirty (30) days after such information becomes available.

ARTICLE SIXTEEN

EVENTS OF DEFAULT AND REMEDIES.

16.1 Land Owner and Car Dealer Events of Default. The following shall be Events of Default with respect to this Agreement:

a. If any representation made by Land Owner or Car Dealer in this Agreement, or in any certificate, notice, demand or request made by a Party hereto, in writing and delivered to the Village pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if Land Owner or Car Dealer, respectively, does not remedy the default within thirty (30) days after written notice from the Village (or such longer period of time provided Land Owner or Car Dealer, as applicable, commences the remedy within such thirty (30) day period and thereafter diligently pursues completion of the remedy; however such period should not exceed 90 days total).

b. Default by Land Owner or Car Dealer for a period of thirty (30) days after written notice thereof in the performance or breach of any covenant contained in this Agreement concerning the existence, structure or financial condition of Land Owner or Car Dealer; provided, however, that such default or breach shall not constitute an Event of Default if such default cannot

be cured within said thirty (30) days and Land Owner or Car Dealer, respectively, within said thirty (30) days, initiates and diligently pursues appropriate measures to remedy the default; provided further, however, that such additional period will be limited to an additional thirty (30) days in the event that permitting a longer period for cure would materially threaten or jeopardize the value, TIF Increment Projection or completion of the Project.

c. In the event Land Owner fails to or refuses to Close on the Village Property pursuant to the Village Property Contract, then such failure or delay by Land Owner shall constitute an Event of Default of this Agreement.

d. In the event: (i) Land Owner fails to or refuses to Close on the Knupper Property pursuant to any Knupper Property Contract; (iii) in the event the Land Owner or Car Dealer, respectively, fails to satisfy the "Completion Date" as defined in **Section 9.7**; (iv) if no substantial work is proceeding on the proposed buildings for the Project for a period of ninety (90) consecutive days, and provided that the cause of the delay is not due to Uncontrollable Circumstances; or (v) Car Dealer or Land Owner commits a breach or defaults under this Agreement and such breach or default continues beyond any applicable notice and cure period, then such failure or delay by Car Dealer and/or Land Owner shall constitute an Event of Default of this Agreement.

e. Except as set forth in sub-paragraph c, above, default by Land Owner or Car Dealer in the performance or breach of any covenant, warranty, representation, or obligation contained in this Agreement or in its Subaru or Mazda franchise agreements, which is not cured within thirty (30) days (or such longer period permitted for cure under such franchise agreement) after written notice of such breach; provided, however, that such default shall not constitute an Event of Default if such default cannot be cured within said thirty (30) days (or longer period under the franchise agreement) and the Land Owner or Car Dealer, respectively, within said initial

period for cure initiates and diligently pursues appropriate measures to remedy the default provided further, however, that such additional period will be limited to an additional sixty (60) days unless permitting a longer period for cure would materially threaten or jeopardize the value, TIF Increment Projection or completion of the Project.

f. The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of Land Owner or Car Dealer, respectively, in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of Land Owner or Car Dealer, respectively, for any substantial part of its property, and either ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of ninety (90) consecutive days, or where a plan of reorganization reasonably acceptable to Village is not confirmed within one hundred twenty (120) days after such order or decree.

g. The commencement (i) by Land Owner or Car Dealer, respectively, of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law; (ii) by any third party or parties of an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, which is not dismissed within ninety (90) days after filing or with respect to which a plan of reorganization reasonably acceptable to Village has not been confirmed within one hundred twenty (120) days after commencement, or the consent by Land Owner or Car Dealer, respectively, to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of Land Owner or Car Dealer, respectively, or of any substantial

part of the Property, or the making by any such entity of any assignment for the benefit of creditors or the failure of Land Owner or Car Dealer, respectively, generally to pay such entity's debts as such debts become due or the taking of any action by Land Owner or Car Dealer, respectively, in furtherance of any of the foregoing.

i. Failure to renew or extend the LOC referenced in **Section 9.6.** thirty (30) or more days prior to its expiry (afterwhich the Village has given notice and in which event the Village may draw the full amount of the LOC).

j. Sale, assignment, or transfer of the Project in violation of this Agreement.

k. Change in the Land Owner or Car Dealer in violation of this Agreement (other than to Permitted Transferees).

l. Land Owner or Car Dealer abandons the Project or the Property. Abandonment shall be deemed to have occurred when work stops on the Property for more than ninety (90) consecutive days for any reason other than Uncontrollable Circumstances.

m. Default by Land Owner in the performance or breach of any covenant, warranty, representation, or obligation contained in the Village Property Contract;

n. Land Owner or Car Dealer, respectively, knowingly fails to comply with applicable governmental codes and regulations in relation to the construction and maintenance of the buildings contemplated by this Agreement and such violation continues for more than thirty (30) days following Land Owner's and Car Dealer's receipt of written notice of such failure (or such longer period of time, provided Land Owner or Car Dealer, as applicable, commences the cure within thirty (30) days and thereafter diligently performs the cure to completion) provided further, however, that such additional period will be limited to an additional sixty (60) days unless permitting a longer period for cure would materially threaten or jeopardize the value, TIF Increment Projection or completion of the Project. The maintenance requirement of this

provision shall not be covered by and shall survive any Certificate of Completion or Estoppel Certificate of any kind issued during the term of this Agreement. Notwithstanding anything herein to the contrary, in the event Land Owner or Car Dealer, respectively, fails to satisfy the April 1, 2020 "Completion Date" as defined in Section 9.7, such failure shall constitute an Event of Default. In the event the Land Owner or Car Dealer, respectively, fails to satisfy the "Completion Date" as defined in Section 9.7, the Village may immediately draw on the LOC, as liquidated damages and not as a penalty, the parties acknowledging and agreeing that the LOC represents the settlement of the amount of damages in advance, the amount of the LOC is reasonable and bears a relation to the damages that would be sustained by Seller, actual damages in such event would be uncertain in amount and difficult or impossible to ascertain and that the entire amount of the LOC represents the reasonable estimate of the Parties at the time of execution of this Agreement as to the amount of damages that would be incurred by the Village in such event. .

16.2 Village Events of Default. The following shall be Events of Default with respect to this Agreement:

a. if any material representation made by the Village in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to Land Owner or Car Dealer pursuant to or in connection with any of said documents, shall prove to be untrue or incorrect in any material respect as of the date made; provided, however, that such default shall constitute an Event of Default only if such breach materially threatens or jeopardizes the value or completion of the Project and the Village does not remedy the default, within thirty (30) days after written notice from Land Owner or Car Dealer respectively;

b. default by the Village in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure or financial condition of the

Village; provided, however, that such default shall constitute an Event of Default only if such breach materially threatens or jeopardizes the value or completion of the Project and the Village does not initiate within thirty (30) days after written notice from Land Owner or Car Dealer, respectively, and thereafter diligently pursue appropriate measures to remedy the default;

c. default by the Village in the performance or breach of any material covenant, warranty or obligation contained in this Agreement; provided, however, that such default shall not constitute an Event of Default if the Village, commences cure within thirty (30) days after written notice from Land Owner or Car Dealer, respectively, and in any event cures such default within sixty (60) days after such notice, subject to Uncontrollable Circumstances; or

d. failure to have funds to meet the Village's obligations.

16.3 Remedies for Default.

A. Failure of Land Owner to Close and/or Default by Land Owner and/or Car Dealer.

(i) **Failure of Land Owner to Close on Village Property.** In the event Land Owner has closed and purchased the Knupper Property, however, Land Owner fails to or refuses to Close or delays in the closing on the Village Property pursuant to the Village Property Contract, or if Land Owner fails to complete the Project by the Completion Date, then such failure or delay by Land Owner shall constitute an Event of Default of this Agreement, and Village shall immediately draw on the \$2.25MM LOC, as liquidated damages and not as a penalty, the parties acknowledging and agreeing that the \$2.25MM LOC represents the settlement of the amount of damages in advance, the amount of the \$2.25MM LOC is reasonable and bears a relation to the damages that would be sustained by Seller, actual damages in such event would be uncertain in amount and difficult or impossible to ascertain and that the entire amount of the \$2.25MM LOC represents the reasonable

estimate of the Parties at the time of execution of this Agreement as to the amount of damages that would be incurred by the Village in such event.

(ii) **Failure of Land Owner to Complete Foundations or Sale of Property Prior to Completion of Foundations** In the event Land Owner closes on both the Knupper Property and the Village Property but fails to complete installation of the foundations for each building in the Project on or before the Completion Date or sells or assigns the Property prior to the installation of the foundations for each building in the Project then such event or events shall constitute an Event of Default of this Agreement, and Village shall immediately draw on the \$1.25 MM LOC, as liquidated damages and not as a penalty, the parties acknowledging and agreeing that the \$1.25 MM LOC represents the settlement of the amount of damages in advance, the amount of the \$1.25 MM LOC is reasonable and bears a relation to the damages that would be sustained by Seller, actual damages in such event would be uncertain in amount and difficult or impossible to ascertain and that the entire amount of the \$1.25 MM LOC represents the reasonable estimate of the Parties at the time of execution of this Agreement as to the amount of damages that would be incurred by the Village in such event.

(iii) Except as set forth in subparagraph A(i) and A(ii) of this Section 16.3, in the event of an Event of Default by Land Owner and/or Car Dealer hereunder, the non-defaulting party shall have any and all remedies at law or in equity and may institute such legal or equitable proceedings as may be necessary or desirable in its opinion for damages or to cure or remedy such default or breach, including, but not limited to, proceedings to compel specific performance of the defaulting party's obligations under this Agreement.

B. In the event Village shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason, then, and in

each such case, Land Owner, Car Dealer and Village shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of Land Owner, Car Dealer and the Village shall continue as though no such proceedings had been taken.

- C. Except as set forth above, in the case of an Event of Default by Land Owner or Car Dealer under this Agreement of the Village Property Contract, the Village has any and all remedies at law or in equity, and, the Village shall be relieved of its obligations under this Agreement, including but not limited to its obligations to accord Car Dealer "exclusive" developer status as set forth in **Article Five**.

16.4 Agreement to Pay Attorneys' Fees and Expenses. In the event an Event of Default is not cured within the applicable cure periods and the Parties employ an attorney or attorneys or incur other expenses for the collection of the payments due under this Agreement or the enforcement of performance or observance of any obligation or agreement herein contained, the non-prevailing party shall pay, on demand, the prevailing party's reasonable fees of such attorneys and such other reasonable expenses in connection with such enforcement action. The Village's duty to pay shall be subject to the Illinois Local Government Prompt Payment Act.

16.5 No Waiver by Delay or Otherwise. Any delay by either party in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither party should be deprived of or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches or otherwise); nor shall any waiver in fact made with respect to any specific Event of Default be considered or treated as a waiver of the rights by the waiving party of any future Event of Default

hereunder, except to the extent specifically waived in writing. No waiver made with respect to the performance, nor the manner or time thereof, of any obligation or any condition under the Agreement shall be considered a waiver of any rights except if expressly waived in writing.

16.6 Rights and Remedies Cumulative. Except as set forth above, the rights and remedies of the Parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise of any one or more of such remedies shall not preclude the exercise by such Party, at that time or different times, of any other such remedies for the same Event of Default.

ARTICLE SEVENTEEN

EQUAL EMPLOYMENT OPPORTUNITY

17.1 No Discrimination. Land Owner and Car Dealer will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex or national origin. To the fullest extent permitted by law, Land Owner and Car Dealer will take affirmative action to ensure that applicants are employed and treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rate of pay or other forms of compensation and selection for training, including apprenticeship. Land Owner and Car Dealer agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Village setting forth the provisions of this nondiscrimination clause.

17.2 Advertisements. Land Owner and Car Dealer will, in all solicitations or advertisements for employees placed by or on behalf of Land Owner and/or Car Dealer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

17.3 Contractors. Any contracts made by Land Owner and/or Car Dealer with any general contractor, agent, employee, independent contractor or any other Person in connection with Project shall contain language similar to that recited in Sections 17.1 and 17.2 above.

ARTICLE EIGHTEEN

MISCELLANEOUS PROVISIONS.

18.1 Cancellation. In the event prior to Closing, Land Owner, Car Dealer or the Village shall be prohibited, in any material respect, from performing covenants and agreements or enjoying the rights and privileges herein contained, or contained in the Redevelopment Plan, including Car Dealer's duty to build the Project, by any Uncontrollable Circumstance, or in the event that all or any part of the Act or any ordinance adopted by the Village in connection with the Project shall be declared invalid or unconstitutional, in whole or in part, by a final decision of a court of competent jurisdiction and such declaration shall materially affect the Redevelopment Plan or the covenants and agreements or rights and privileges of Land Owner, Car Dealer or the Village, or if the Village is unsuccessful in any eminent domain or Quick Take Condemnation proceedings initiated pursuant to this Agreement, then and in any such event, the Party so materially affected may, at its election, cancel or terminate this Agreement in whole or in part (with respect to that portion of the Project materially affected) by giving written notice thereof to the other prior to Closing. If the Village terminates this Agreement pursuant to this Section 18.1, to the extent it is then appropriate, the Village, at its option, may also terminate its duties, obligation and liability under all or any related documents and agreements. In the event of any termination/cancellation, the LOC shall be released to Car Dealer subject to the terms of this Agreement.

18.2 Notices. All notices, certificates, approvals, consents or other communications desired or required to be given hereunder shall be given in writing at the addresses set forth below, by any

of the following means: (a) personal service, (b) overnight courier, or (c) registered or certified first class mail, postage prepaid, return receipt requested.

If to Village: Village of Palatine
200 E Wood Street
Palatine, IL 60067
Attn: Village Clerk

With a copy to: Village of Palatine
200 E Wood Street
Palatine, IL 60067
Attn: Village Manager

With a copy to: Schain, Banks, Kenny & Schwartz, Ltd.
70 W. Madison Street, Suite 5300
Chicago, IL 60602
Attn: Patrick Brankin

If to Land Owner or
Car Dealer: Stephen R. Napleton
110 W. Golf Rd.
Schaumburg, Illinois 60195
srn@napletonmail.com

With a copy to: James J. Roche & Associates
642 N. Dearborn St.
Chicago, Illinois 60654
Attn: Megan S. Roche
(312) 335-0044
mroche@jjroche.net

The Parties, by notice hereunder, may designate any further or different addresses to which subsequent notices, certificates, approvals, consents or other communications shall be sent. Any notice, demand or request sent pursuant to clause (a) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (b) shall be deemed received on the day immediately following deposit with the overnight courier, and any notices, demands or requests sent pursuant to clause (c) shall be deemed received forty-eight (48) hours following deposit in the mail.

18.3 **Time of the Essence.** Time is of the essence of this Agreement.

18.4 **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

18.5 **Recordation of Agreement.** The Parties agree to record this Agreement in the Recorder's Office of Cook County.

18.6 **Severability.** If any provision of this Agreement, or any section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part were never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

18.7 **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

18.8 **Entire Contract and Amendments.** This Agreement (together with the exhibits attached hereto) is the entire contract and a full integration of the Agreement between the Village, Land Owner and Car Dealer relating to the subject matter hereof, supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the Village, Land Owner and Car Dealer, and may not be modified or amended except by a written instrument executed by the Parties hereto.

18.9 **Third Parties.** Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any other persons other than the Village, Land Owner and Car Dealer, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to either the Village, Land Owner or Car Dealer, nor shall any provision give any third parties any rights of subrogation or action over or against either the Village, Land Owner or Car Dealer. This Agreement is not intended to and does not create any third party beneficiary rights whatsoever.

18.10 Waiver. Any party to this Agreement may elect to waive any right or remedy it may enjoy hereunder, provided that no such waiver shall be deemed to exist unless such waiver is in writing. No such waiver shall obligate the waiver of any other right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided pursuant to this Agreement.

18.11 Cooperation and Further Assurances. The Village, Land Owner and Car Dealer each covenants and agrees that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges and transfers as may be reasonably required for the better clarifying, assuring, mortgaging, conveying, transferring, pledging, assigning and confirming unto the Village, Land Owner or Car Dealer or other appropriate persons all and singular the rights, property and revenues covenanted, agreed, conveyed, assigned, transferred and pledged under or in respect of this Agreement.

18.12 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective authorized successors and assigns; provided, however, that, except as provided in **Section 10.10** and **Section 10.11** hereof, neither Land Owner nor Car Dealer may assign its rights under this Agreement without the express written approval of the Village. Notwithstanding anything herein to the contrary, the Village may not delegate its obligation hereunder or except as provided herein, transfer any interest in the Village Property without the express written approval of Land Owner and Car Dealer.

18.13 No Joint Venture, Agency or Partnership Created. Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third person to create the relationship of a partnership, agency or joint venture between or among such parties.

18.14 No Personal Liability of Officials of Village or Car Dealer. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of the Mayor,

Village Council member, Village Manager, any official, officer, partner, member, director, agent, employee or attorney of the Village or Car Dealer, in his or her individual capacity, and no official, officer, partner, member, director, agent, employee or attorney of the Village, Land Owner or Car Dealer shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of or in connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that connection.

18.15 Repealer. To the extent that any ordinance, resolution, rule, order or provision of the Village’s code of ordinances, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling, to the extent lawful.

18.16 Term. This Agreement shall remain in full force and effect for twenty-three (23) years from the date the Rand Road Redevelopment Project Area was created, unless the Redevelopment Plan with respect to the Project is extended or until termination of the Rand Road Redevelopment Project Area or until otherwise terminated pursuant to the terms of this Agreement.

18.17 Estoppel Certificates. Each of the parties hereto agrees to provide the other, upon not less than ten (10) business days prior request, a certificate (“Estoppel Certificate”) certifying that this Agreement is in full force and effect (unless such is not the case, in which such parties shall specify the basis for such claim), that the requesting party is not in default of any term, provision or condition of this Agreement beyond any applicable notice and cure provision (or specifying each such claimed default) and certifying such other matters reasonably requested by the requesting party.

18.18 Municipal Limitations. All municipal commitments are limited to the extent required by law.

18.19 Compliance with All Applicable Laws. Land Owner and Car Dealer agree that the Project shall comply with any and all applicable Federal and State Laws, including but not limited to the Illinois TIF Act

18.20 Performance Days. Whenever under the terms of this Agreement the time for performance of a covenant or condition falls on a Saturday, Sunday or holiday, such time for performance shall be extended to the next business day. Except as otherwise set forth herein, all references herein to "days" shall mean calendar days.

ARTICLE NINETEEN

EFFECTIVENESS

The Effective Date for this Agreement shall be the day on which this Agreement is fully executed pursuant to a duly enacted Village ordinance authorizing the execution and adoption of this Agreement. Land Owner and Car Dealer shall execute this Agreement not later than twenty-one (21) days after Village Council authorization of execution of this Agreement or else this Agreement will be deemed void.

ARTICLE TWENTY

DISCLOSURE

20.01 Disclosure Of Interests. In accordance with Illinois law, 50 ILCS 105/3.1, simultaneously with the execution of this Agreement by the parties, the Car Dealer and Land Owner or their authorized corporate official or managing agent shall submit a sworn affidavit to the Village disclosing the identity of every owner and beneficiary who shall obtain any interest, real or personal, in the Village Property and Knupper Property, and every shareholder or member entitled to receive more than seven and one-half percent (7.5%) of the total distributable income of any corporation or limited liability company after having obtained title to the Village Property and the Knupper Property, or, alternatively, if any corporation's stock is publicly traded, a sworn affidavit by an officer of the Car Dealer and Land Owner or their managing agent that there is no readily known individual who shall obtain a greater than seven and one-half percent (7.5%)

interest, real or personal, in the Village Property and the Knupper Property after the transaction contemplated by this Agreement is consummated. The sworn affidavit, attached hereto as Exhibit "E" and made a part of this Agreement, shall be signed by the Car Dealer and Land Owner or their managing agent. Said affidavit shall be updated, as necessary, prior to the closings of the transaction contemplated by this Agreements.

(SIGNATURES APPEAR ON THE FOLLOWING PAGE)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on or as of the day and year first above written.

VILLAGE OF PALATINE, an Illinois municipal corporation

By: Reid J. Ottem
Its: Village Manager

ATTEST:

By: Dorew Sadik
Its: Village Clerk

CAR DEALER:

ROTO SALES INC., an Illinois corporation

By: [Signature]
Name: STEPHEN R. NAPLSTON
Its: CHAIRMAN

LAND OWNER:

100 WEST GOLF, LLC, an Illinois limited liability company

By: [Signature]
Name: STEPHEN R. NAPLSTON
Its: MANAGING MEMBER

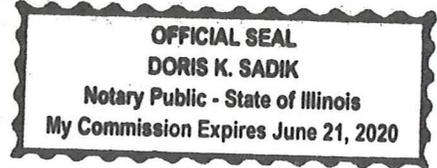
STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, Doris Sadik, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Stephen Napleton, of Photo Sales, Inc., an Illinois corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act as said President and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23 day of August, 2018.

Doris Sadik
Notary Public

My commission expires June 21, 2020.



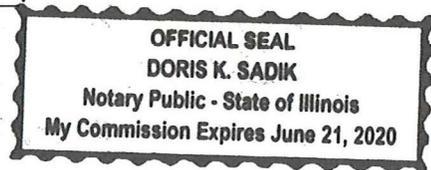
STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

I, Doris Sadik, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Stephen Napleton, 100 West Golf Inc. Land Owner, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act as said _____ and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 23 day of August, 2018.

Doris Sadik
Notary Public

My commission expires June 21, 2020.



- EXHIBIT A PRELIMINARY PLANS
- EXHIBIT B LEGAL DESCRIPTION OF PROPERTY
- EXHIBIT C KNUPPER PROPERTY
- EXHIBIT D CAR MANUFACTURER FACILITY STANDARDS
- EXHIBIT E DISCLOSURE AFFIDAVIT
- EXHIBIT F PERMITTED EXCEPTIONS
- EXHIBIT G LEGAL DESCRIPTION OF KNUPPER PROPERTY

Exhibit A

PROJECT:
STEVE NAPLETON
 Automotive Group



Napleton Mazdas of Arlington Hts
 Rand + Old Hicks
 Palatine, IL

ARCHITECT:



SIMON
 ARCHITECTURAL
 500 Lake Cook Road, Suite 350
 Deerfield, IL 60015
 Tel: 847-971-3114
 info@simonarch.com

STRUCTURAL:

Virgilio & Associates, LTD
 Structural Engineers
 24089 North Echo Lake Road
 Lake Zurich, IL 60047
 Tel: 847-555-8111
 Fax: 847-507-8324
 www.virgilio.com
 Attn: Paul Virgilio

MECH/PLUMB:

Sherman Mechanical, Inc.
 1075 Alexander Court
 Cary, IL 60013
 Tel: 847-545-1173
 www.shermanmech.com
 Attn: Alan Schuler

ELECTRICAL:

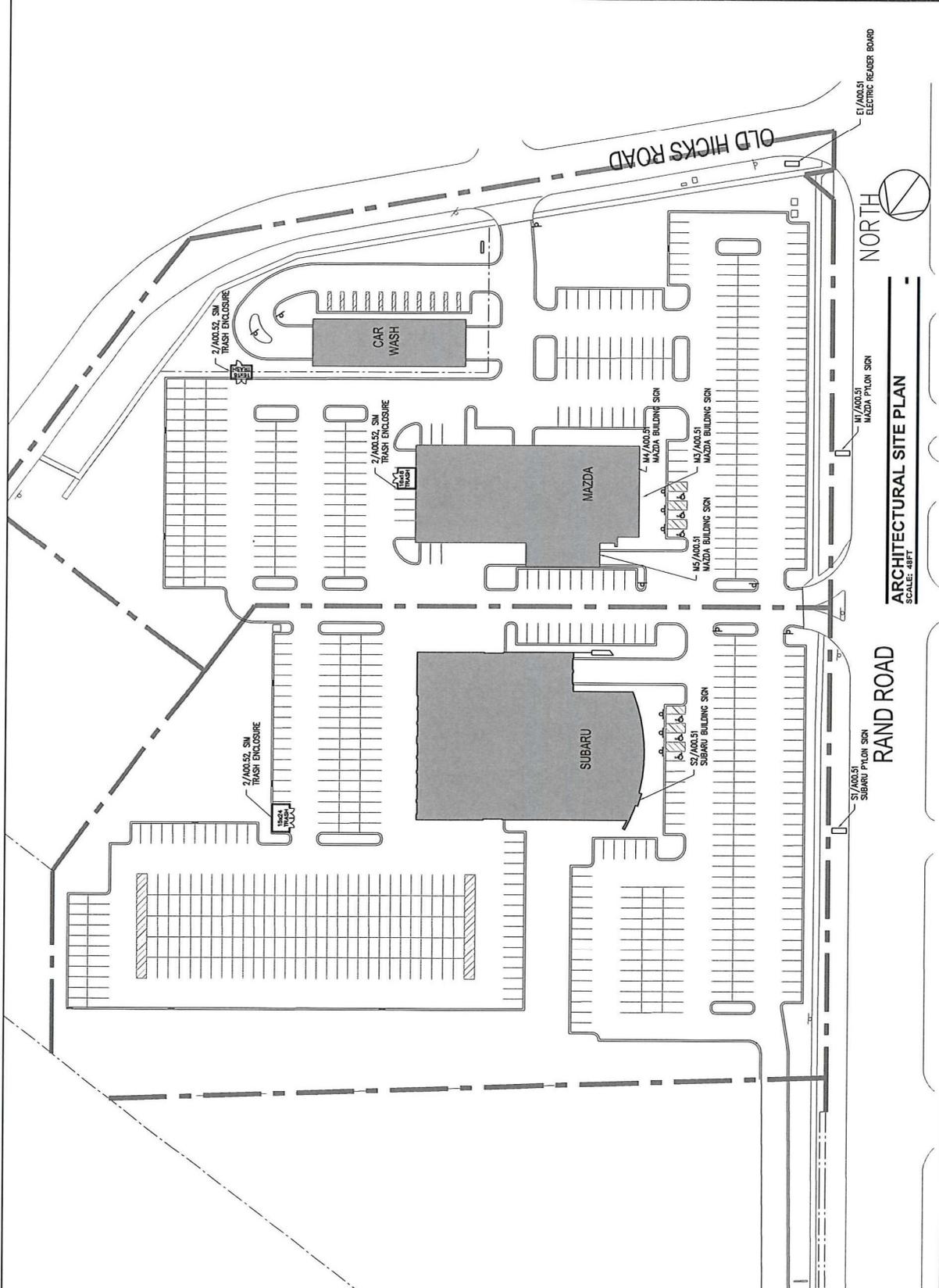
RTM Engineering
 650 E. Algonquin, Ste 250
 Schaumburg, IL 60173
 Tel: 847-713-1023
 Attn: Timothy J. Hodes
 email: tim.hodes@rtmarchitect.com

June 04, 2018 - 02201 R204
 June 25, 2018 - 02202 R204
 July 03, 2018 - 022 R204 R204
 July 31, 2018 - 027 R204

SITE PLAN

A00.50

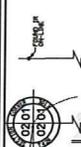
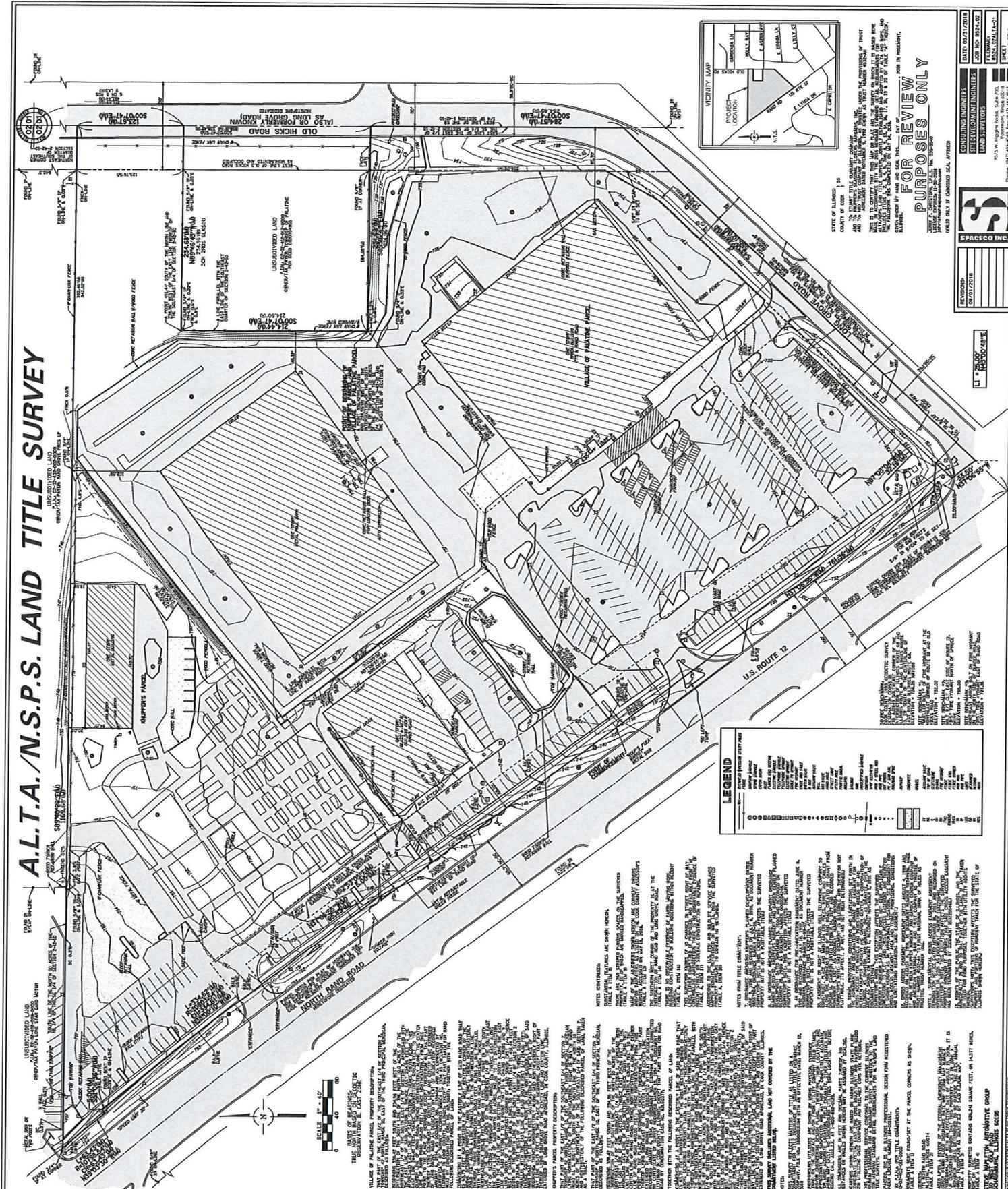
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ARCHITECTURAL SITE PLAN
 SCALE: 1/8" = 1'-0"

Exhibit B

A.L.T.A./N.S.P.S. LAND TITLE SURVEY



STATE OF ILLINOIS
 COUNTY OF COOK
 1st DISTRICT

DATE: 02/17/2011
 TIME: 10:00 AM
 SHEET: 1 OF 2

CONSTRUCTION ENGINEERS
 ELECTRO-COMMUNICATIONS
 AND SURVEYORS
 1531 W. Higgins Road, Suite 700
 Palatine, IL 60067
 Phone: (847) 384-1111 (Fax: 384-1112)

FOR REVIEW ONLY
 THIS SURVEY IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF THE SURVEYOR.

UNRECORDED LAND
 UNRECORDED EASEMENTS
 UNRECORDED ENCUMBRANCES
 UNRECORDED INTERESTS
 UNRECORDED RIGHTS

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 UNRECORDED RIGHTS

THE STATE OF ILLINOIS
 COUNTY OF COOK
 1st DISTRICT

DATE: 02/17/2011
 TIME: 10:00 AM
 SHEET: 1 OF 2

CONSTRUCTION ENGINEERS
 ELECTRO-COMMUNICATIONS
 AND SURVEYORS
 1531 W. Higgins Road, Suite 700
 Palatine, IL 60067
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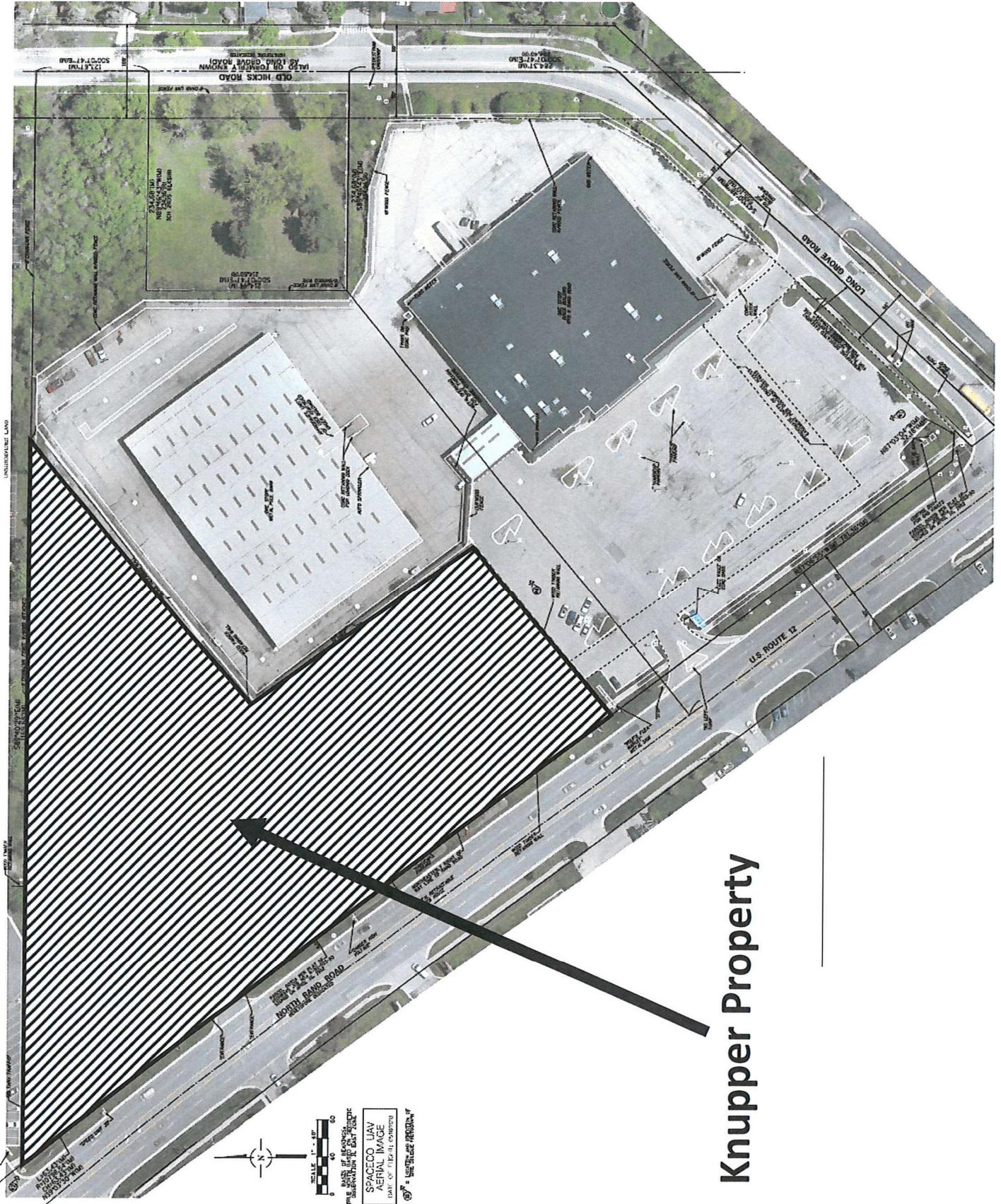
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 UNRECORDED RIGHTS

Exhibit C



Knupper Property

Exhibit D



**Napleton's Arlington
Heights Subaru
Arlington Heights, IL**

Design Intent



FELTUS HAWKINS DESIGN

FH DESIGN TEAM CONTACT INFORMATION

DEAN BAKKUM

Design Director, LEED AP BD+C
dbakkum@fhdesign.com
615.250.8627

DANIELLA GATLIN

Interior Designer
dgatlin@fhdesign.com
615.250.8628

LAUREN WOOD

Interior Designer
lwood@fhdesign.com
615.250.9197

JASON LOWE

Project Manager
jlowe@fhdesign.com
615-250-8391

INTERIOR ARCHITECTURE | PLANNING | PROCUREMENT

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FELTUS HAWKINS DESIGN

INTERIOR ARCHITECTURE | PLANNING | PROCUREMENT

July 13, 2018

Stephen Napleton
Napleton's Arlington Heights Subaru
1555 E Rand Rd
Arlington Heights, IL 60004

Mr. Napleton,

Please find enclosed the Design Intent Deliverable package for Napleton's Arlington Heights Subaru. This package incorporates the new Subaru Facility Image components, which include the exterior design and materials, interior material and finishes, and layout of furniture and millwork into your facility.

This package includes typical specifications and material samples for the furnishings for the required areas of your facility. We can also provide office furniture for all other areas in your retail center. There are 2 Levels of furniture available for the new program as shown in the furniture section. When you are ready to review furniture, we will layout the furniture Level that fits your needs and provide you an exact furniture quotation. We can discuss all optional areas at that time.

Important Notes:

1. The facility plans included in the D.I.D. are being compared to the current Minimum Standards and Operating Guidelines (MSOG) to confirm compliance. The MSOGs are updated annually, usually in March. If your project will not be completed before the MSOG is updated, you should consider exceeding minimum requirements for anticipated growth. Your Subaru zone personnel can assist with estimated growth calculations.
2. The current finish schedule takes precedence over all previous finish schedules; if you are not sure you have the most current schedule, confirm with FH Design or Subarunet/Retail Environment/Signature Facility Program/Finish Schedule. These documents have been created by FH Design to illustrate the design intent as approved by SUBARU OF AMERICA, INC. (SOA). Any desired exceptions to the specifications or finish schedule must be approved in writing by FH Design and SOA. Please submit exception requests, along with drawing, specifications and samples as needed to FH Design for review.
3. This Design Intent Documentation is valid for 18 months from the date of this letter. If meaningful construction has not begun within 15 months from the date of this letter, your facility plans must be reassessed to confirm compliance. A reassessment fee will be charged to the Retailer. Please contact your Subaru zone personnel for additional information.

If you have any questions or need additional information, please contact me.

Sincerely,

Dean A. Bakkum
Senior Director

This binder contains the drawings, photographs, and information required to establish the **design intent** for incorporating the Subaru Facility Image into this facility. The binder includes the following:

Assessment Information: Meeting notes, dealer's needs, and photo documentation, if available, are included in this section to represent the existing conditions of the facility and to determine the needs of the dealership.

Design Intent: Reduced sized copies of the proposed plan and elevations are included in this section of the binder for easy reference. 1/8" scale prints of the floor plan and elevations are included as a separate set. A rendering to show the new facility will also be shown in this section.

Building Finishes: The required specifications and placement of building finishes for the Subaru Facility Image are listed in the Finish and Color Schedule. Samples of the major finishes are enclosed.

Image Elements: This section contains photographs of required merchandising elements necessary to fulfill the Subaru Facility Image Program. Required Image Elements are also located on the floor plan. You can also go to subaru.dcim.com for Requirements and order information.

Furniture: Included in this section are typical furniture 3-d layouts and a furniture cost estimation summary. Actual pricing will be generated at time of order after a furniture review to determine Level of furniture and individual needs of Dealership.

Millwork / Fixtures: This section includes millwork drawings for areas such as the Greeter and Cashier.

Signage Elements: Pylons and channel set letters provided by Philadelphia Sign Company 856-829-1460.

Typically, this design intent information is provided to the architect or design/build firm for use in preparing the construction and permitting documents.

SUBARU FACILITY DESIGN PROGRAM – SUMMARY REPORT

ON SITE DESIGN INTENT REVIEW APRIL 3RD & 4TH.

NAPLETON SUBARU – ARLINGTON HEIGHTS, IL

PREPARED BY: MICHAEL VENTOURAS 06/08/18.

REPORT:

Present for the kick off meeting was Steve Napleton, Chuck Weck, Staff Management, Askia Ahmad and myself. I started the meeting by presenting the Subaru image program and explained the survey process. We then developed a design program. Scope of work for this project is to design a new facility to meet Retailer's needs, Subaru's Image and Minimum Standard requirements. Steve also made a request to keep this facility at 25,000 square feet.

After our meeting I visited and photographed existing site. I then started the design process. By the next morning I had proposed site plan, floor plan and front elevation to present. Everyone was pleased with solution; however, Steve and Chuck requested many revisions. They were also very adamant about keeping the building at 25,000 sq. ft. My solution came in around 30,000. I explained that I would complete revisions and email progress set to everyone for review. I would then wait for their approval before moving forward with final DID's. Steve and design team understood and seemed pleased with survey process, so far.

Steve and his entire staff were a pleasure to work with. I am looking forward to working with them on their Subaru facility project.

SITE:

Subaru pylon sign is shown on site plan. There are currently several buildings on existing site that will need to be demolished. There are also some elevations changes. Fortunately, Steve has already hired a Civil Engineer and I was able to work with him and confirm design solution prior to completing design. The entire site will be shared with Mazda; however, all of my calculations provided in questionnaire and MS chart are Subaru only.

BUDGET:

Budget was not provided.

ECO FRIENDLY PROGRAM:

Steve seemed interested in Eco Friendly program.

Furniture & Finishes:

All new furniture expected. Any existing furniture will need to be approved FH Design before re-using.

Express Service:

They are interested in Express Service. Plans show express lane and service stalls.

MS:

All Minimum Standard requirements have been met. However, there is little room for future growth in Sales portion of building. I believe we should have stuck with the 30,000 sq. ft. solution.

Notes:



FELTUS HAWKINS DESIGN

Pre-Design Questionnaire -
Date: June 15, 2018

Napleton Subaru
Arlington Heights, IL

Image

| Facility | Description | Dealer Commitment |
|-----------------|--|--------------------------|
| I1 | Subaru Signature Facility Exterior Image | Phase 2 |
| I2 | Subaru Signature Facility Interior Image | Phase 2 |

Sales

| Facility | Description | Existing | Proposed |
|-----------------|---|-----------------|-----------------|
| F1 | Subaru New Vehicle Showroom Area Designation | Exclusive | Exclusive |
| F2 | Subaru New Vehicle Showroom Units | | 6 |
| F3 | Subaru New Vehicle Showroom Area | na | 2702 |
| F4 | Certified Subaru Sales Manager Office Area | | 335 |
| F5 | Certified Subaru F & I Manager Office Area | | 328 |
| F6 | Certified Subaru Sales Consultant Area | | 702 |
| F7 | General Office Area | | na |
| F8 | E-Commerce/CRM | | |
| * | Future growth plan for F&I is to relocate GM office upstairs and convert downstairs office to F&I | | |

Lounge

| Facility | Description | Existing | Dealer Commitment |
|-----------------|---|-----------------|--------------------------|
| C1 | Subaru Customer Lounge Area Designation | Exclusive | Exclusive |
| C2 | Subaru Customer Lounge Area | na | 1327 |
| C3 | Internet Access/ WiFi Access | Y | Y |

INTERIOR ARCHITECTURE | PLANNING | PROCUREMENT

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Pre-Design Questionnaire
Napleton Subaru
 Page 2 of 4

Service

| Facility | Description | Existing | Dealer Commitment |
|----------|---|----------|-------------------|
| S1 | Subaru Service Stalls (Dedicated) | na | 27 |
| S2 | Subaru Service Lifts (Dedicated) | na | 16 |
| S3 | Subaru Service Advisor Area Designation | Exc | 5 |

Storage

| Facility | Description | Existing | Dealer Commitment |
|----------|---|----------|-------------------|
| SS1 | Subaru New Vehicle Display & Storage (Dedicated Spaces) | | 263 |
| SS2 | Subaru Used Vehicle Storage (Dedicated Spaces) | | 72 |
| SS3 | Subaru Service Vehicle Storage (Dedicated Spaces) | | 79 |
| SS4 | Subaru Service Customer Parking (Dedicated Spaces) | | 14 |
| SS5 | Subaru Sales Customer Parking (Dedicated Spaces) | | 13 |
| SS6 | Subaru Employee Parking | | 35 |
| SS7 | Subaru Technician Lockers | | y |
| SS8 | Subaru Tool Storage Area | | y |
| SS9 | Subaru Parts Storage Area | | 4695 |
| | Secure Parts Delivery Area | Y | Y |
| | Service Drive | | 1782 |

General Services

| | Existing No. | Proposed No. |
|-------------------|--------------|--------------|
| Lunchroom | na | Y |
| Restrooms (Women) | | 1 |
| Sinks | | 2 |
| Toilets | | 3 |
| Restrooms (Men) | | 1 |
| Sinks | | 2 |
| Toilets | | 2 |
| Urinals | | 2 |

| |
|----------------------|
| Additional Comments: |
| |

**Pre-Design Questionnaire
Napleton Subaru
Page 3 of 4**

G. Building and Lot Area Summary

Please provide estimated square footage for existing and required spaces.

| | Existing | Proposed |
|------------------------|-----------------|--------------------------------|
| Showroom | | 2702 |
| Offices | | |
| Service Reception | | 1782 |
| Parts | | 4695 |
| Service (Mechanical) | | 12874 |
| Body Shop | | na |
| Building Area (Total) | | 28,315 |
| New Unit Display | | 263 |
| New Unit Storage | | |
| Pre-Owned Display | | 72 |
| Sales Customer Parking | | 13 |
| Service Parking | | 93 |
| Employee Parking | | 35 |
| Total Vehicles | | 441 Subaru lot only |
| Paved Lot Area (Total) | | 198,260 Subaru lot only |

| |
|----------------------|
| Additional Comments: |
| |
| |
| |
| |

**Subaru
 Pre-Design Questionnaire**

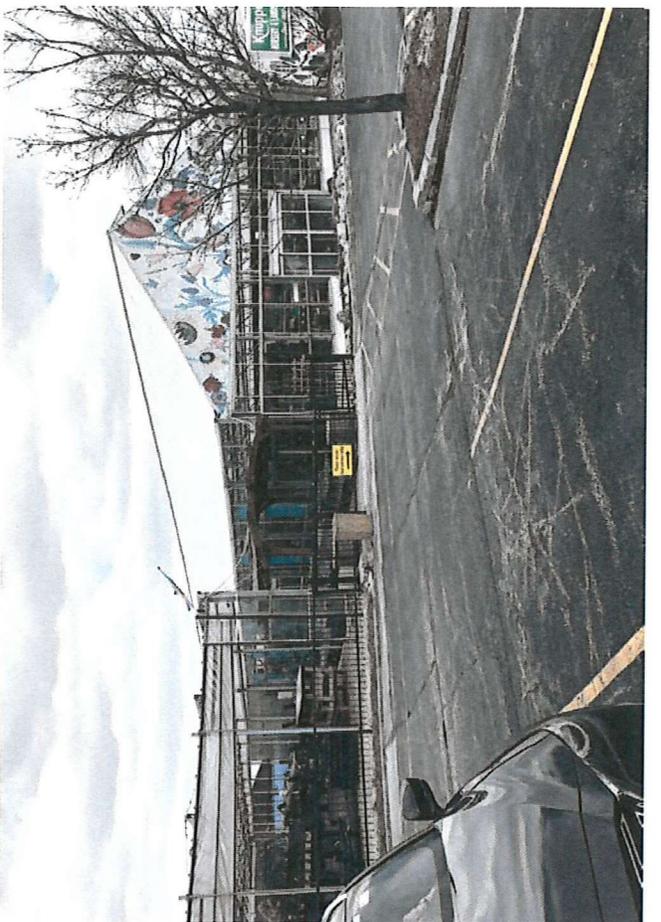
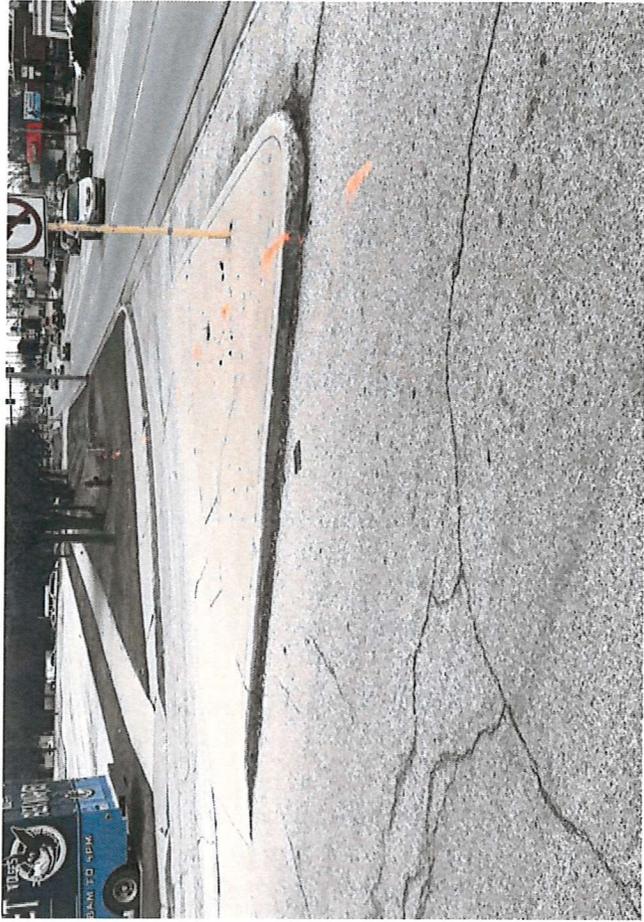
Employee Synopsis

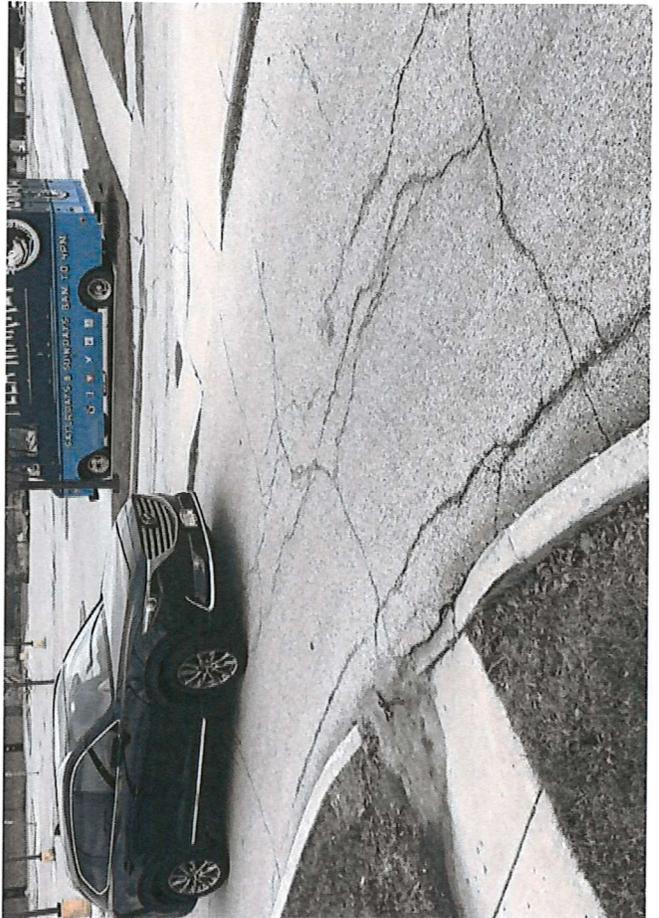
| Dept/ Position | Quantity | Dept/ Position | Quantity |
|-----------------------|-----------------|-------------------------|-----------------|
| New Car Sales | | Customer Service | |
| Sales Manager | 4 | Greeter | 0 |
| Sales Consultants | 12 | Cashier | 0 |
| F & I Manager / Dir | 3 | Customer Svc Mgr | |
| F & I Consultants | - | Service | - |
| Fleet/Leasing Mgr. | - | Svc Manager | 1 |
| Business Dev Mgr | - | Shop Foreman | 0 |
| Used Car Sales | | Dispatch | 0 |
| Sales Manager | | Warranty Clerk | 1 |
| Sales Consultants | | Technicians | |
| F & I Consultants | | Detailing | |
| | | Porter | |
| Administration | | Service Adv's | 5 |
| Dealer | 0 | Parts | |
| Dealer Admin | | Parts Manager | 1 |
| General Manager | 1 | Tech Counter | 2 |
| GM Admin | | Retail Counter | 2 |
| Controller | 0 | Wholesale Counter | |
| Office Manager | 0 | Shipping/Receiving | Y |
| Clerical | 0 | Stocking Clerk | - |
| | | | |
| | | Body Shop | |
| | | Manager | |
| | | Technicians | |





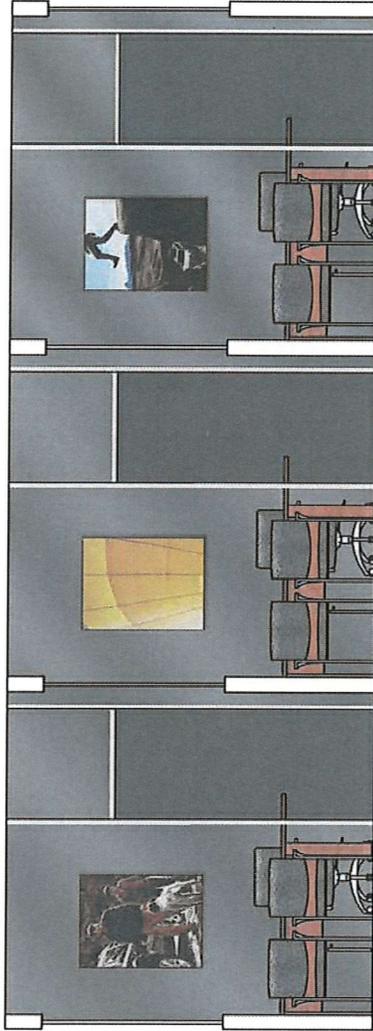




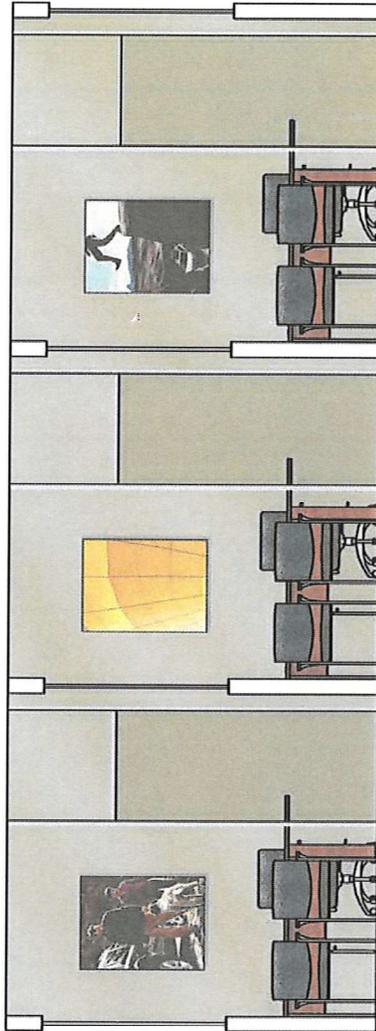




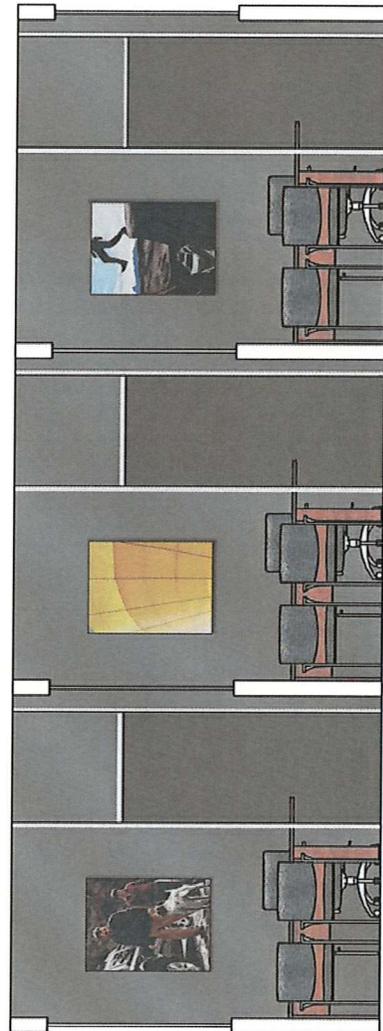
Fh
FELTUS HAWKINS DESIGN
ARCHITECTURE • INTERIORS • LANDSCAPE ARCHITECTURE



Accent Color: SW 6236 Grays Harbor



Accent Color: SW 6423 Ryegrass



Accent Color: SW 7047 Porpoise



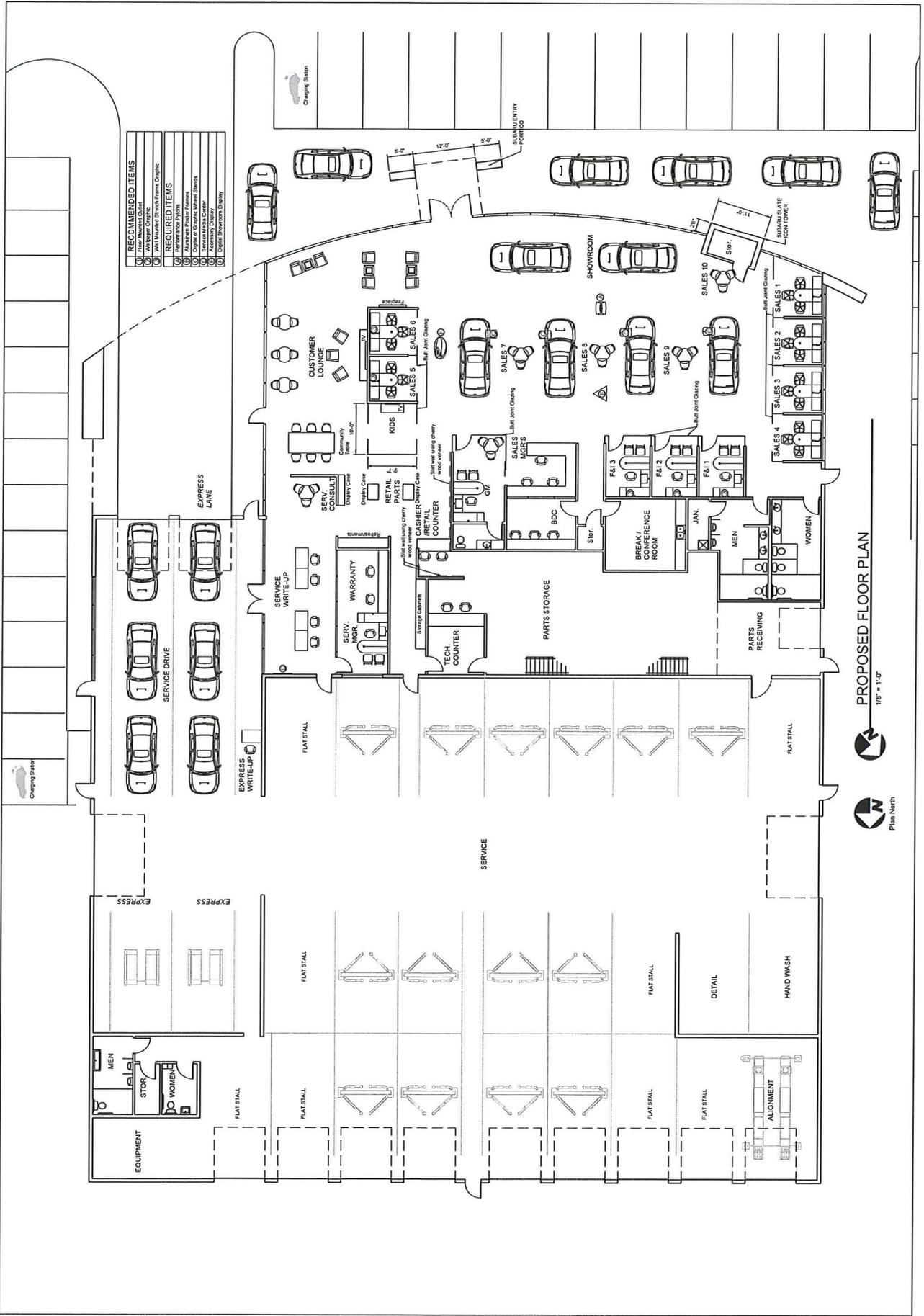
SUBARU



FELTUS HAWKINS DESIGN

This drawing is not a contract. It is a preliminary design and is subject to change without notice. It is not to be used for construction purposes. It is not to be used for any other purpose without the written consent of the architect. It is not to be used for any other purpose without the written consent of the architect.

PROJ. # 1000-1
DRAWN BY: [Signature]
CHECKED BY: [Signature]
DATE: 06/25/18
SCALE: 1/8" = 1'-0"

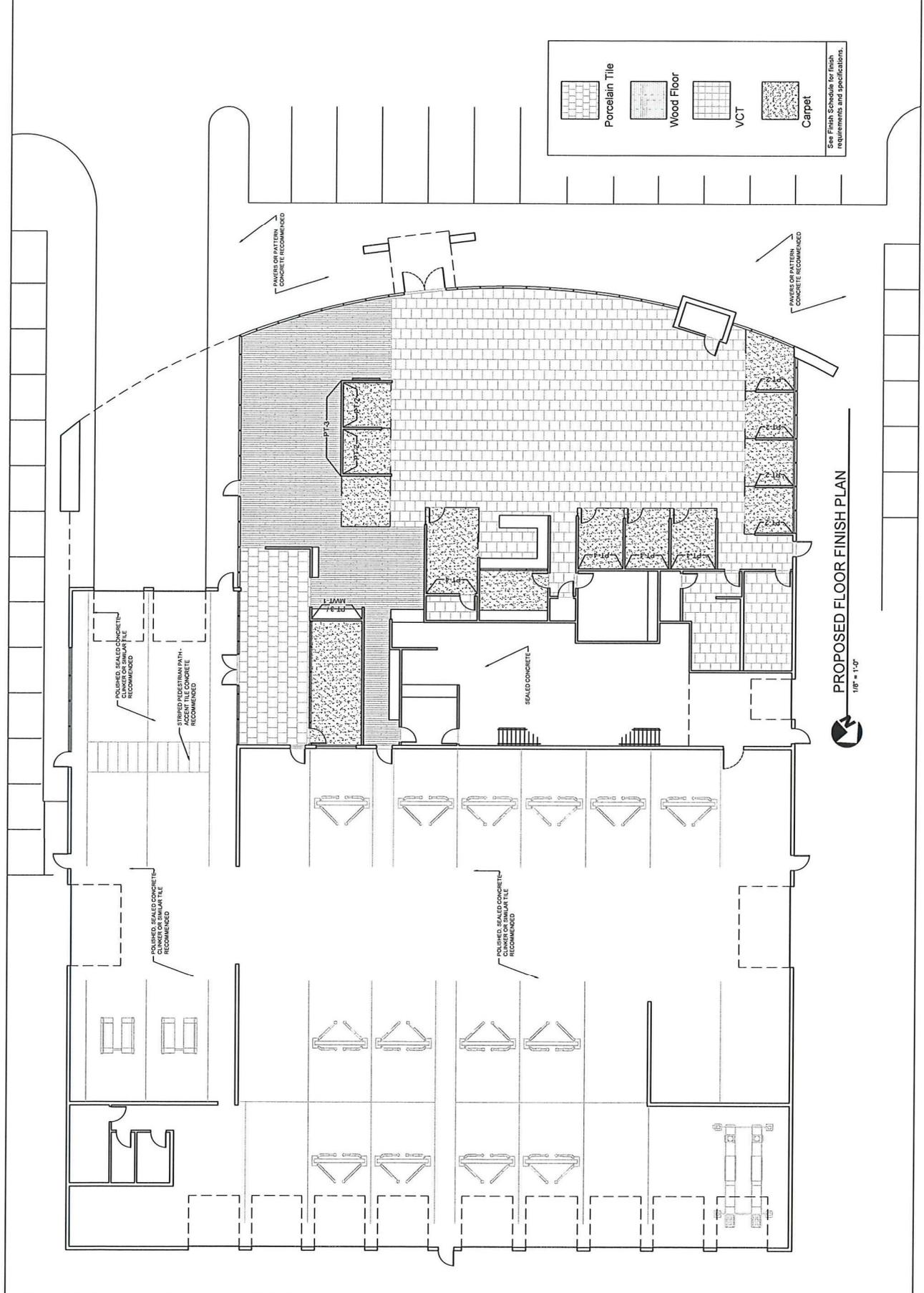


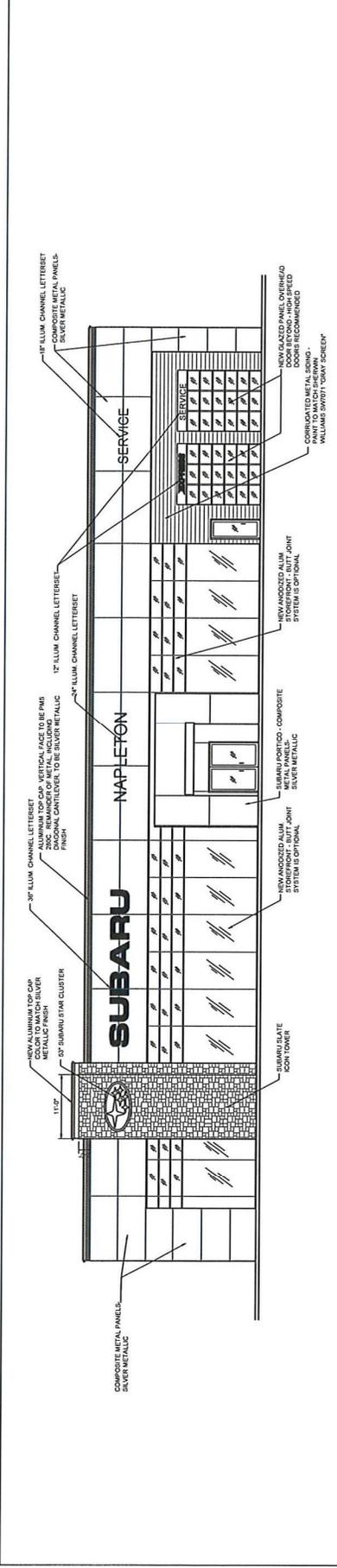
| RECOMMENDED ITEMS | |
|-------------------|---------------------------------|
| 1 | Wallpaper Graphic |
| 2 | Wall Mounted Sign Frame Graphic |
| 3 | Signage |
| 4 | Signage |
| 5 | Signage |
| 6 | Signage |
| 7 | Signage |
| 8 | Signage |
| 9 | Signage |
| 10 | Signage |
| 11 | Signage |
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| 47 | Signage |
| 48 | Signage |
| 49 | Signage |
| 50 | Signage |

PROPOSED FLOOR PLAN
1/8" = 1'-0"
Plan North

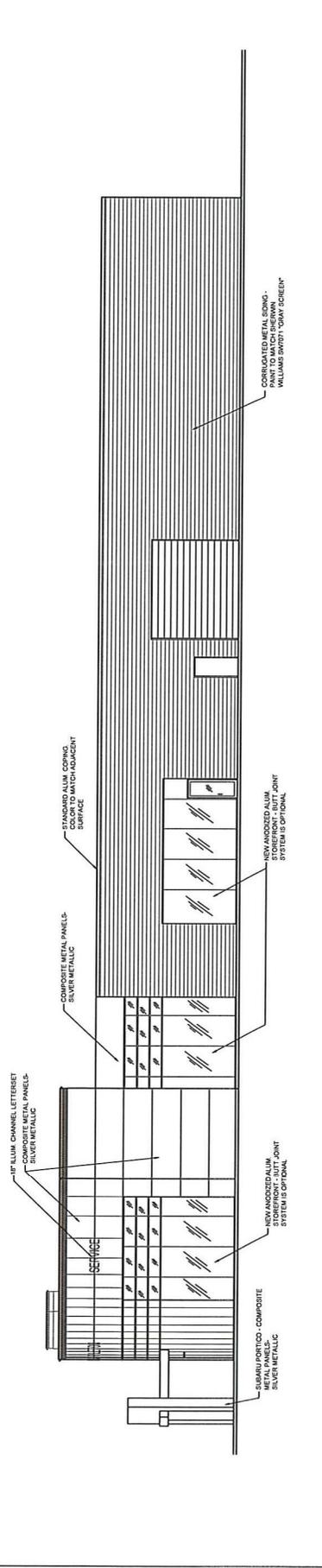
This drawing shall be used in accordance with the specifications and schedule of materials and finishes. It is the responsibility of the contractor to verify the accuracy of the information and to obtain all necessary permits and approvals. The contractor shall be responsible for obtaining all necessary permits and approvals. The contractor shall be responsible for obtaining all necessary permits and approvals.

| | |
|------------|----------|
| PROJ. NO. | 10006-1 |
| DRAWN BY | ML |
| CHECKED BY | ML |
| DATE | 06/15/18 |
| SCALE | AS SHOWN |

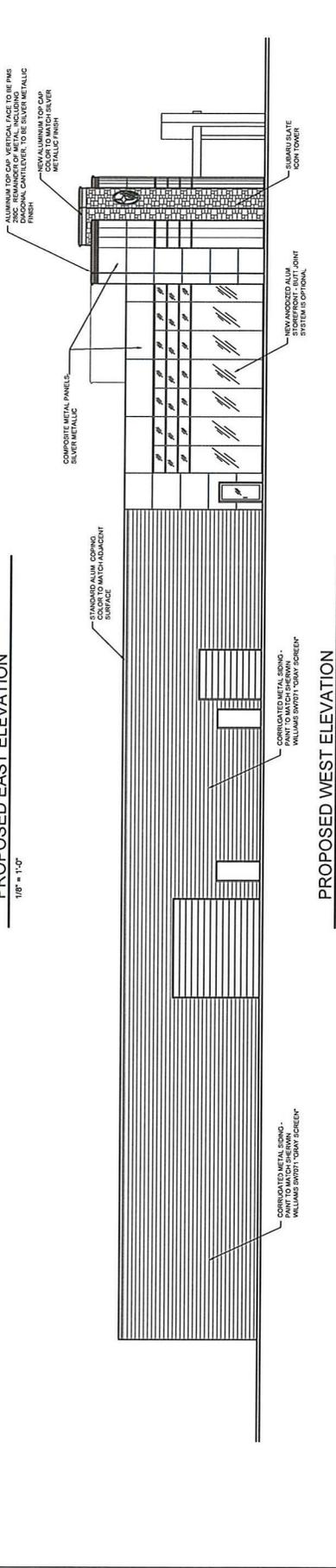




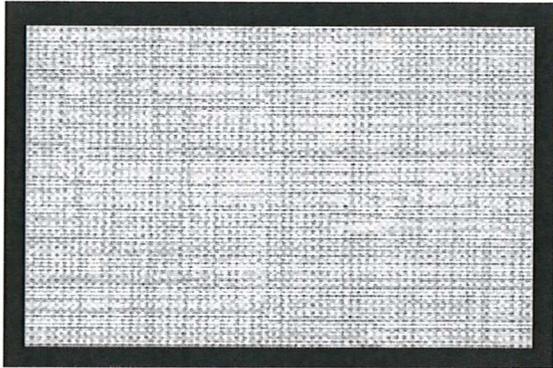
PROPOSED SOUTH ELEVATION
 1/8" = 1'-0"



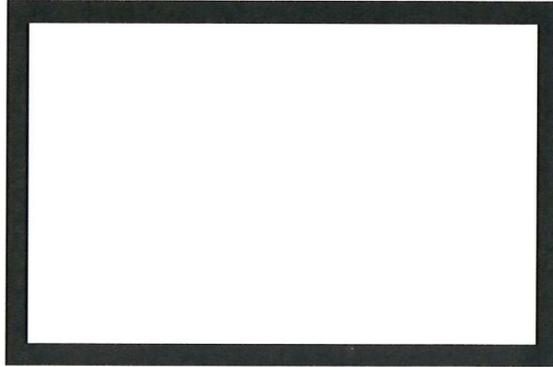
PROPOSED EAST ELEVATION
 1/8" = 1'-0"



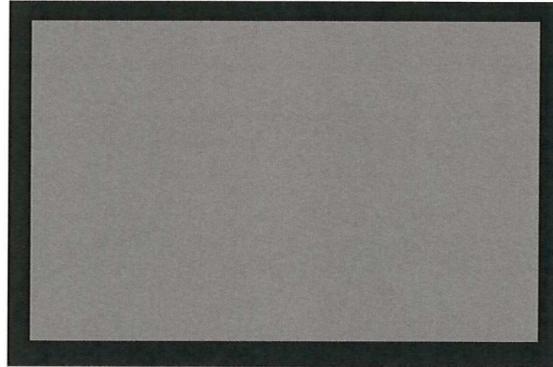
PROPOSED WEST ELEVATION
 1/8" = 1'-0"



WC1

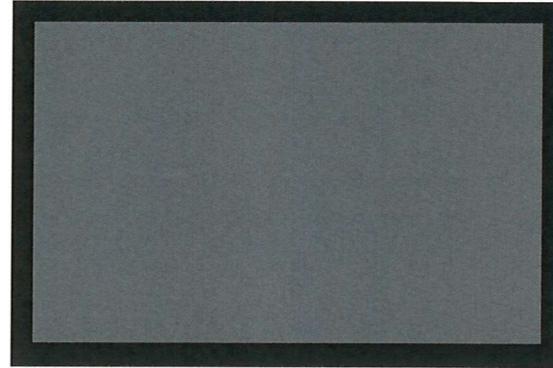


PT1



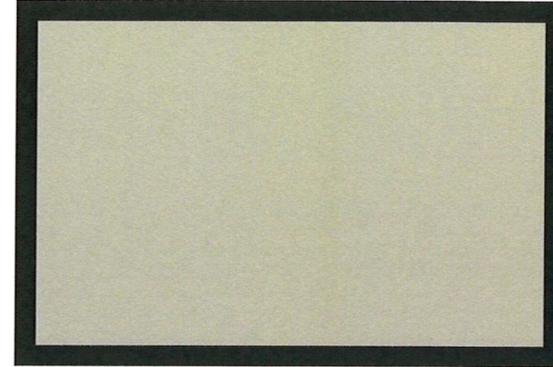
PT2

ACCENT



PT3

ACCENT



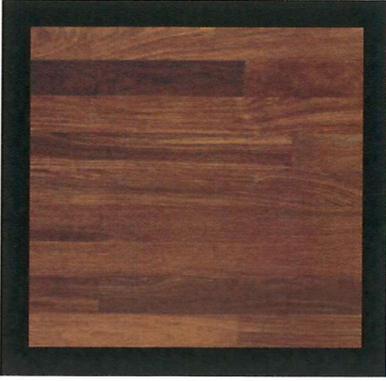
PT4

ACCENT

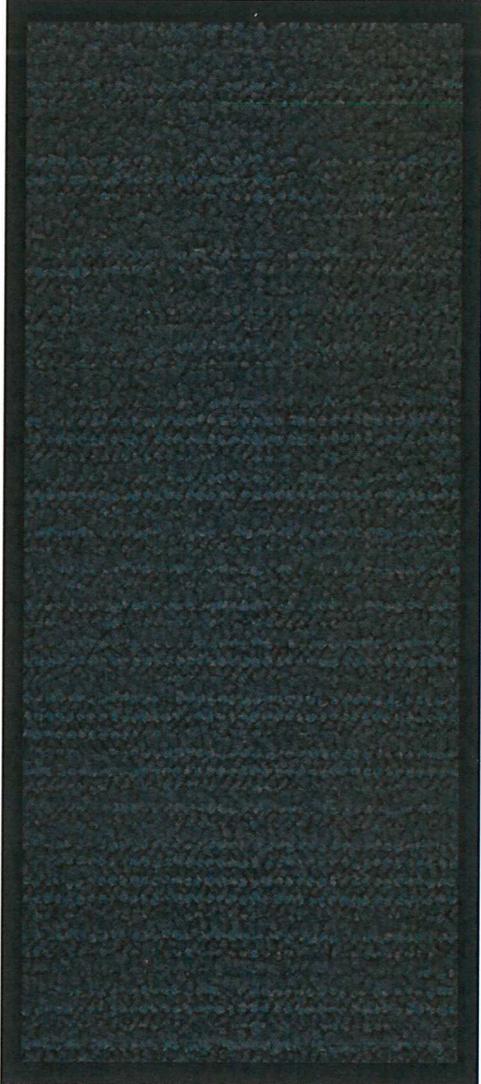
(Refer to Finish Schedule for Specific Locations.)



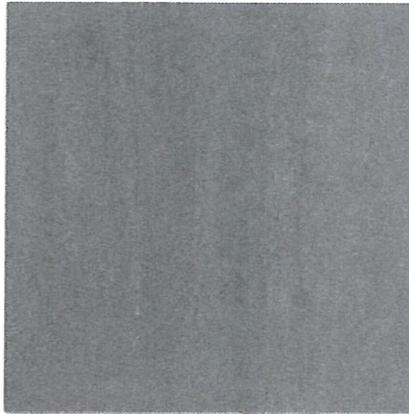
Wallcovering



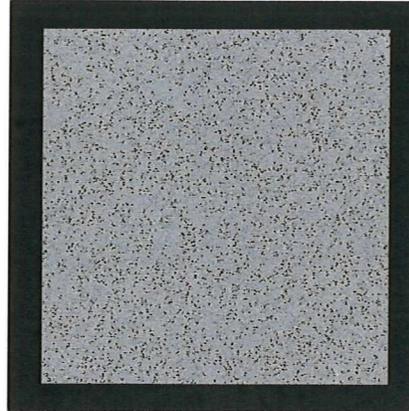
WF
Color Reference Only



CA1



CT1
(Satin Finish)

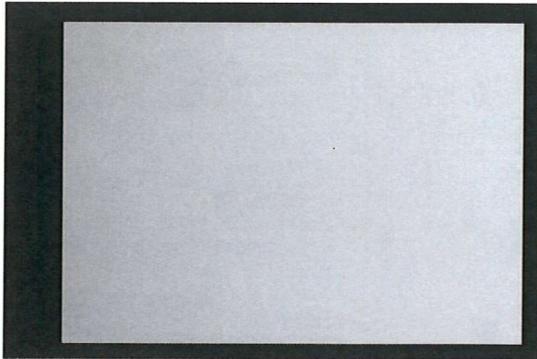


VCT1

(Refer to Finish Schedule for Specific Locations.)



Flooring



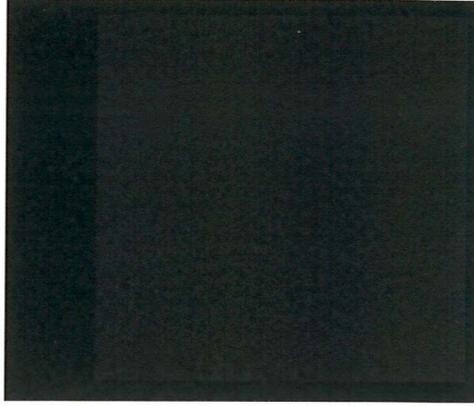
PL1



PL2



PL3

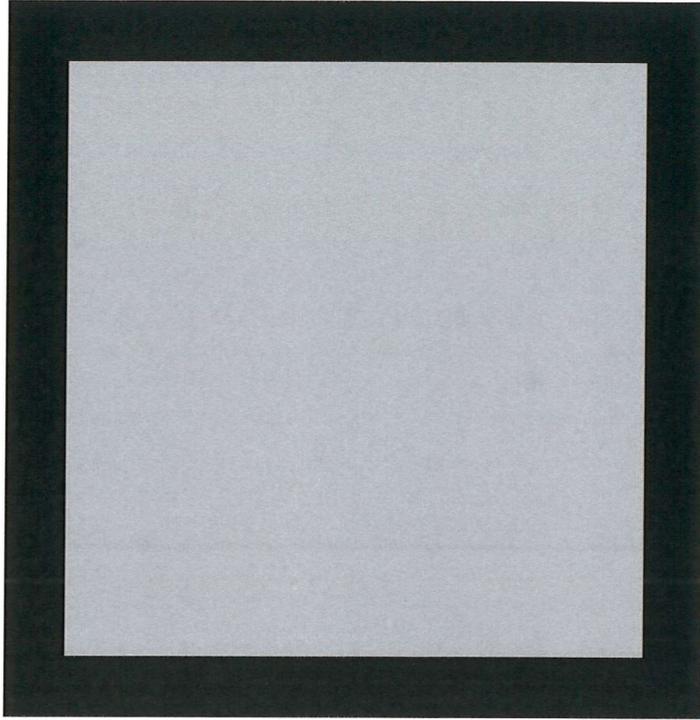


PL4

(Refer to Finish Schedule for Specific Locations)



Laminates



**Fascia/Composite Panel
Color Reference Only**



Slate Icon Tower



Exterior Finishes



**NAPLETON SUBARU OF ARLINGTON HEIGHTS
 ARLINGTON HEIGHTS, IL
 INTERIOR FINISH SCHEDULE**

| NAME | CEILING | FLOOR | BASE | WALL NORTH | WALL SOUTH | WALL EAST | WALL WEST | TRIM | CASEWORK COUNTER | CASEWORK CABINET | NOTES |
|----------------------------------|---------|-------|-----------------|---------------|---------------|---------------|----------------|------|-----------------------|------------------|---------------------|
| SHOWROOM | ACT-1 | CT-1 | CB-1 | PT-1/ GL-1 | PT-1/ GL-1 | PT-1/ GL-1 | PT-1/ GL-2 | PT-1 | | | 1,2,3,6,7,11 |
| SALES MANAGER | ACT-1 | CT-1 | CB-1 | PT-1/ GL-2 | PT-1 | PT-1 | PT-1/ GL-2 | PT-1 | | | 1,2,3,6,11 |
| GENERAL MANAGER | ACT-1 | CA-1 | VB-1 | PT-1/ GL-2 | PT-1/ GL-2 | PT-1/ GL-2 | PT-1/ PT-3 | PT-1 | | | 1,2,3,6,11 |
| BDC | ACT-1 | CA-1 | VB-1 | PT-1 | PT-1 | PT-1/ GL-2 | PT-1 | PT-1 | | | 1,2,3,6,11 |
| SALES 1-4 | ACT-1 | CA-1 | VB-1 | PT-1/ GL-2 | PT-1/ GL-1 | PT-1/ GL-2 | PT-1/ GL-2 | PT-1 | | | 2,3,6,11 |
| SALES 5-6 | ACT-1 | CA-1 | VB-1 | PT-1/ PT-2 | PT-1/ GL-2 | PT-1 | PT-1 | PT-1 | | | 2,3,6,11 |
| F&I 1-3 | ACT-1 | CA-1 | VB-1 | PT-1/ GL-2 | PT-1/ GL-2 | PT-1/ GL-2 | PT-1/ PT-3 | PT-1 | | | 1,2,3,6,11 |
| KIDS | ACT-1 | CA-1 | VB-1 | GL-2 | GL-2 | PT-1/ PT-3 | GL-2 | PT-1 | | | 2,3,6,11 |
| RESTROOMS | PT-1 | CT-1 | CWT-1/ CWT-2 | PT-1 | PT-1 | PT-1 | PT-1 | PT-1 | NS-1 | | 1,4,6,9 |
| CUSTOMER LOUNGE/ REFRESHMENTS | ACT-1 | WF | CB-1 | PT-1/ GL-1 | PT-1/ PT-4 | PT-1/ GL-1 | PT-1/ MWT-1 | PT-1 | NS-1 | PL-3 | 1,2,3,6,7,10, 11 |
| RETAIL PARTS COUNTER | ACT-1 | VCT-1 | VB-1 | PT-1 | PT-1 | PT-1 | PT-1 | PT-1 | NS-1 | PL-3 | 1,6 |
| TECH PARTS COUNTER | ACT-1 | VCT-1 | VB-1 | PT-1 | PT-1 | PT-1 | PT-1 | PT-1 | PL-1 or PL-4 | PL-3 | 1,6 |
| PARTS STORAGE/RECEIVING | ACT-2 | VCT-1 | VB-1 | PT-1 | PT-1 | PT-1 | N/A | PT-1 | | | 1,2,3,6,7 |
| SERVICE MGR/WARRANTY | ACT-1 | CA-1 | VB-1 | PT-1/ GL-2 | PT-1 | PT-1 | PT-1/ GL-2 | PT-1 | | | 1,2,3,6,7 |
| SERVICE WRITE-UP/CONSULT | ACT-1 | CT-1 | CB-1 | PT-1/ GL-2 | PT-1/ GL-2 | PT-1 | PT-1 | PT-1 | PL-1, PL-4 or NS-1 | PL-2 or PL-3 | 1,2,3,6,7 |

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| | |
|--|---|
|  FELTUS HAWKINS DESIGN INTERIOR ARCHITECTURE PLANNING PROCUREMENT | NAPLETON SUBARU OF ARLINGTON HEIGHTS ARLINGTON HEIGHTS, IL INTERIOR FINISH SCHEDULE |
| SHEET 2 OF 2 DATE JULY 12, 2018 | |

| NAME | CEILING | FLOOR | BASE | WALL NORTH | WALL SOUTH | WALL EAST | WALL WEST | TRIM | CASEWORK COUNTER | CASEWORK CABINET | NOTES |
|---------------------------|---------|-------|------|------------|------------|-----------|-----------|------|------------------|------------------|-------|
| SERVICE DEPT/DETAIL/EQUIP | EXPOSED | SC | VB-1 | PT-1 | PT-1 | PT-1 | PT-1 | PT-1 | | | 1,6 |
| SERVICE DRIVE | EXPOSED | SC | PT-1 | PT-1 | PT-1 | PT-1 | PT-1 | PT-1 | | | 1,2 |
| SERVICE RESTROOMS | ACT-1 | VCT-1 | VB-1 | PT-1 | PT-1 | PT-1 | PT-1 | PT-1 | | | 1,6 |
| BREAK ROOM | ACT-1 | VCT-1 | VB-1 | PT-1 | PT-1 | PT-1 | PT-1 | PT-1 | | | 1,6 |

NOTES:

1. ALL INTERIOR DOORS TO BE STAINED TO MATCH NEVAMAR BLOSSOM CHERRY WC5581.
2. ALL INTERIOR AND EXTERIOR GLAZING TO BE CLEAR.
3. WALLCOVERING (WC1) MAY BE SUBSTITUTED FOR PAINT (PT1).
4. RESTROOM PARTITIONS AND FIXTURES TO BE STAINLESS STEEL.
5. CUSTOM MILLWORK, REFER TO MILLWORK SECTION.
6. SHERWIN WILLIAMS SW7065 ARGOS LATEX SEMI-GLOSS CAN BE SUBSTITUTED FOR PT-1 ON TRIM.
7. SEE PROPOSED FLOOR PATTERN PLAN FOR MORE INFORMATION.
8. NOT USED.
9. RESTROOM FLOOR AND WALL TILE TO MATCH SHOWROOM FLOOR TILE.
10. MOSAIC WALL TILE OPTIONAL AS A BACKSPLASH BEHIND THE REFRESHMENT/COFFEE BAR AREA.
11. REFER TO FINISH PLAN FOR ACCENT PAINT LOCATIONS.

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| SURFACE | CODE | MATERIAL | MANUFACTURER | MFR. PHONE NO. | PRODUCT INFORMATION |
|---------|----------|-------------------------|-----------------|--|--|
| CEILING | DW | DRYWALL | | | TO BE SPECIFIED BY LOCAL ARCHITECT. PAINT TO MATCH ACT1. |
| CEILING | ACT-1 | ACOUSTICAL CEILING TILE | ARMSTRONG | | ULTIMA BEVELED TEGULAR/#1901/ COLOR: WHITE/ 24" X 24"/ BEVELED TEGULAR TILE/ FINE TEXTURE/ PRELUDE XL 15/16 EXPOSED TEE GRID |
| CEILING | ACT-2 | ACOUSTICAL CEILING TILE | ARMSTRONG | | CORTEGA/ #769/ COLOR: WHITE/ 24" X 48"/ EXPOSED TEE GRID |
| FLOORS | CT-1 | PORCELAIN TILE | LOUISVILLE TILE | 615-424-1977 Contact: Marty Vaughn | LOUISVILLE TILE CHARCOAL UNPOLISHED/ LTDSBUMAC-24UNP UNPOLISHED 24x24/ 1/8" OR 1/16" JOINT/ GROUT SYSTEM: LACTICRETE SPECTRALOCK, COLOR: #60 DUSTY GREY |
| FLOORS | CT-1 ALT | PORCELAIN TILE | AUTOSTONE | 800-625-5314 Contact: Subaru Team | PREMIER.4 SERIES/ NATURAL/ UNPOLISHED 24x24/ 1/8" OR 1/16" JOINT/ LACTICRETE PERMACOLOR SELECT, COLOR: CHARCOAL |
| FLOORS | CT-2 | PORCELAIN TILE | AUTOSTONE | 800-625-5314 Contact: Subaru Team | DRIVESERIES/ AS.DS.SMOKEGREY.0808.DRIVESERIES/ SMOKE GREY / LINE-BRIGHT-R/12.A+B+C / 8X8 / GROUT SYSTEM: NORTH AMERICAN ADHESIVES / AS.NA4800.EVERCOLOR.MPG / AS.SMOKYCOAL.536 |
| FLOORS | CT-3 | PORCELAIN TILE | AUTOSTONE | 800-625-5314 Contact: Subaru Team | DRIVESERIES/ AS.DS.CARBONBLK.0808.DRIVESERIES/ CARBON BLACK / LINE-BRIGHT-R/12.A+B+C / 8X8 / GROUT SYSTEM: NORTH AMERICAN ADHESIVES / AS.NA4800.EVERCOLOR.MPG / AS.BLACKDIAMOND.539 |
| FLOORS | CA-1 | CARPET | BENTLEY MILLS | 615-920-0160 Contact: Travis Harter | STYLE: 146439-001: (CONSTRUCTION: TUFTED TEXTURED LOOP/18" X 36" TILE/ BACKING: AFIRMA HARDBACK/ ANTRON LUMENA TYPE 6.6 NYLON/ INSTALLATION: BRICK PATTERN, HEATHBOND ULTRA GREEN 2300 TILE ADHESIVE |
| FLOORS | CA-1 ALT | CARPET | MOHAWK GROUP | 615-934-4314 Contact: Ben McCullough Ben_McCullough@mohawkkind.com | STYLE: FORWARD VISION GL135 / COLOR: 589 CREATIVITY / BROADLOOM / CONSTRUCTION STYLE: TUFTED / TEXTURED PATTERN LOOP/ BACKING: UNIBOND PLUS/ INSTALLATION: NUBROADLOK ADHESIVE FOR BROADLOOM, ENPRESS OR FLEXLOC TABS FOR TILE |
| FLOORS | WF | PORCELAIN TILE | LOUISVILLE TILE | 502-276-2880 nationalaccounts@louisville-tile.com | SUBARU-WI-CHERRY 6x36 and 6x18 , 1/8"-3/16" JOINT, MUST USE APPROVED TILE PATTERN, GROUT AND GROUT JOINT WIDTH MUST INCLUDE DEALER NAME AND "SUBARU" ON PURCHASE ORDER /INVOICE ONLY AVAILABLE FROM LOUISVILLE TILE |

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| SURFACE | CODE | MATERIAL | MANUFACTURER | MFR. PHONE NO. | PRODUCT INFORMATION |
|---------|-----------|------------------------|------------------|--|--|
| FLOORS | VCT-1* | VINYL COMPOSITION TILE | ARMSTRONG | Shavonne Aument 717-396-3259 | #52125/ PREMIUM EXCELON TILE/ STONETEX/ COLOR: GRANITE GRAY/ 12" X 12"/ 1/8" GAUGE |
| FLOORS | CB-1 | PORCELAIN BASE | | | CT-1 or CT-1 ALT TO BE CUT TO 4" HIGH/ MATTE FINISH/ 3/8" THICKNESS/ 1/16" OR 1/8" JOINT |
| FLOORS | VB-1* | VINYL BASE | ROPPE | 800-537-9527 | #TV 8P100/ BLACK/ 4" STANDARD COVE BASE VINYL |
| FLOOR | SC | SEALED CONCRETE | | | TO BE SPECIFIED BY LOCAL ARCHITECT. FLOOR COLOR MUST BE CONSISTENT WITH IMAGE PROGRAM FINISHES. |
| WALLS | GL-1 | GLASS | | | STOREFRONT GLAZING WITH ANODIZED OR SILVER METALLIC FRAME, TO BE SPECIFIED BY LOCAL ARCHITECT. |
| WALLS | GL-2 | GLASS | | | CLEAR BUTT-JOINT GLAZING TO BE SPECIFIED BY LOCAL ARCHITECT |
| WALLS | WC-1 | WALLCOVERING | MDC WALLCOVERING | 615-479.7413 Contact: Monica Fox | ALPHA6470; FABRIC-BACKED VINYL; TYPE II, 20 OZ PER LINEAR YARD; NON-WOVEN BACKING; 54" WIDE; RANDOM REVERSIBLE PATTERN MATCH |
| WALLS | CWT-1 | PORCELAIN TILE | LOUISVILLE TILE | 502-276-2880 nationalaccounts@louisville-tile.com | LOUISVILLE TILE CHARCOAL UNPOLISHED/ LTDSBUMAC-24UNP UNPOLISHED 24x24/ 1/8" OR 1/16" JOINT/ GROUT SYSTEM: LACTICRETE SPECTRALOCK, COLOR: #60 DUSTY GREY |
| WALLS | CWT-1 ALT | PORCELAIN TILE | AUTOSTONE | 800-625-5314 Contact: Subaru Team | PREMIER.4 SERIES/ NATURAL/ UNPOLISHED 24x24/ 1/8" OR 1/16" JOINT/ LACTICRETE PERMACOLOR SELECT, COLOR: CHARCOAL |
| WALLS | CWT-1 ALT | PORCELAIN TILE | PANTHEON | 614-286-2215 Contact: Stu Kinney | ENDURE #URB-015, 16"x16" OR 24"x24" MATTE FINISH/ 1/8" OR 1/16" JOINT/ THIN SET MORTAR / RECOMMENDED GROUT: MAPEI GROUT & MORTAR SYSTEM/ GROUT SYSTEM: KERACOLOR U UNSANDED GROUT, COLOR: #47 CHARCOAL |
| WALLS | CWT-2 | PORCELAIN TILE | LOUISVILLE TILE | 502-276-2880 nationalaccounts@louisville-tile.com | LOUISVILLE TILE CHARCOAL POLISHED/ LTDSBUMAC-24POL UNPOLISHED 24x24/ GROUT SYSTEM: LACTICRETE SPECTRALOCK, COLOR: #60 DUSTY GREY |
| WALLS | CWT-2 ALT | PORCELAIN TILE | AUTOSTONE | 800-625-5314 Contact: Subaru Team | PREMIER.4 SERIES/ POLISHED 24x24/ 1/8" OR 1/16" JOINT/ LACTICRETE PERMACOLOR SELECT, COLOR: CHARCOAL |

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| SURFACE | CODE | MATERIAL | MANUFACTURER | MFR. PHONE NO. | PRODUCT INFORMATION |
|----------|--------------|---------------------|---------------------|--|--|
| WALLS | CWT-2 ALT | PORCELAIN TILE | PANTHEON | 614-286-2215 Contact: Stu Kinney | ENDURE #URB-015, 16"X16" OR 24"X24", POLISHED FINISH/ 1/8" OR 1/16" JOINT/ THIN SET MORTAR / RECOMMENDED GROUT: MAPEI GROUT & MORTAR SYSTEM/ GROUT SYSTEM: KERACOLOR U UNSANDED GROUT, COLOR: #47 CHARCOAL |
| WALLS | MWT-1 | MOSAIC WALL TILE | CROSSVILLE TILE | 931-484-2110 Contact: Your Local Representative | EF04 / .1MIXMOS – LINEAR MIXED MOSAIC/ SERIES: EBB & FLOW/ COLOR: SAND AND SURF/ SHEET SIZE: 11-3/4" X 13", THICKNESS: 1/4" / MATERIAL: NATURAL STONE AND GLASS/ PLEASE CONTACT YOUR LOCAL DISTRIBUTOR FOR NATIONAL ACCOUNT PRICING |
| WALLS | PT-1* | PRIMARY PAINT | SHERWIN WILLIAMS | 800-4SHERWIN | SW 7009 PEARLY WHITE/ PREMIUM GRADE LATEX SEMI-GLOSS ENAMEL/ 2 COATS OVER PRIMER (USE "HARMONY" INTERIOR LATEX LOW ODOR COATINGS FOR REDUCED ENVIRONMENTAL IMPACT.) |
| WALLS | PT-2* | ACCENT PAINT | SHERWIN WILLIAMS | 800-4SHERWIN | SW 7047 PORPOISE/ PREMIUM GRADE LATEX SEMI-GLOSS ENAMEL/ 2 COATS OVER PRIMER (USE "HARMONY" INTERIOR LATEX LOW ODOR COATINGS FOR REDUCED ENVIRONMENTAL IMPACT.) |
| WALLS | PT-3* | ACCENT PAINT | SHERWIN WILLIAMS | 800-4SHERWIN | SW 6236 GRAYS HARBOR/ PREMIUM GRADE LATEX SEMI-GLOSS ENAMEL/ 2 COATS OVER PRIMER (USE "HARMONY" INTERIOR LATEX LOW ODOR COATINGS FOR REDUCED ENVIRONMENTAL IMPACT.) |
| WALLS | PT-4* | ACCENT PAINT | SHERWIN WILLIAMS | 800-4SHERWIN | SW 6423 RYEGRASS/ PREMIUM GRADE LATEX SEMI-GLOSS ENAMEL/ 2 COATS OVER PRIMER (USE "HARMONY" INTERIOR LATEX LOW ODOR COATINGS FOR REDUCED ENVIRONMENTAL IMPACT.) |
| MILLWORK | NS-1* | NATURAL STONE | CAMBRIA | 866-CAMBRIA | #5110 WILLISTON |
| MILLWORK | PL-1* | PLASTIC LAMINATE | WILSONART | 800-433-3222 | #6257 (419) SATIN BRUSHED NATURAL ALUMINUM |
| MILLWORK | PL-2* | PLASTIC LAMINATE | FORMICA | 800-FORMICA | 6220-RD SMOKE QUARSTONE RADIANCE FINISH |
| MILLWORK | PL-3* | PLASTIC LAMINATE | NEVAMAR | 800-638-4380 | WC5581N BLOSSOM CHERRY HI-LUSTER FOR VERTICAL APPLICATIONS ONLY |
| MILLWORK | PL-4* | PLASTIC LAMINATE | NEVAMAR | 800-638-4380 | S6001T BLACK TEXTURED |
| MILLWORK | SS | STAINLESS STEEL | | | TO BE SPECIFIED BY LOCAL ARCHITECT. |

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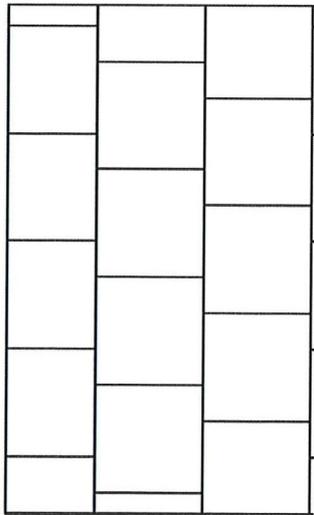


| EXTERIOR SURFACE | MATERIAL | FINISH | PRODUCT INFORMATION |
|--|-------------------------------------|--|---|
| ICON TOWER | SLATE | Camara/ Shadow Grey/ 1/4" min. thickness/ natural cleft face, gauged back/ Pattern #1 | See "Thin Veneer Slate Assemblies" document for more information on sizes and pattern/ Recommended grout color 1 shade lighter than slate or TEC #927 Light Pewter. Contact: Shawn or Mike Camara at 802-265-3200 or email: info@camaraslate.com . 5-6 week lead time INSTALLATION NOTE: Must allow at least seven days for proper mortar curing. Follow "Thin Veneer Slate Assemblies" installation specification. Improper installation could cause efflorescence. |
| STOREFRONT | ALUMINUM | Clear Anodized Coating | AAMA 611 Architectural Class 2 |
| GLAZING | INSULATED GLASS | Outside lite: clear (grey as required for sun control) Inside lite: clear Low emissive coating: #3 surface | Glazing is captured with metal frames and retainers at head and sill. Vertical joints are captured with a structural silicone bond to the vertical mullion. |
| FASCIA | COMPOSITE PANEL | Silver Metallic | As manufactured by Mitsubishi Alpollic (757-382-5724), Citadel Architectural Products (708-479-6222), Alcoa Architectural Products - Reynobond (770-695-0973) or approved equal. |
| WALLS | SPLIT FACE BLOCK | Trenwyth Trendstone Rutherford Grey or equal | Split face concrete masonry units |
| WALLS | EXTERIOR PAINT* | Sherwin Williams Paint Color: SW7071 Gray Screen Pro-Industrial Zero VOC Acrylic paint | Exterior trim color, back and sides of exterior, as needed |
| WALLS | EXTERIOR PAINT* | Sherwin Williams Paint Color: SW7074 Software Pro-Industrial Zero VOC Acrylic paint | Exterior trim/accent color |
| EXTERIOR METAL TRIM CAP (ABOVE ACM) | PREFINISHED STEEL OR ALUMINUM PANEL | Angled Top Cap or Flashing to be Silver or Equal. Vertical Panel to be Award Blue or Equal | Metal Era, 800-300-1659 Contact: Eric Godfrey |
| EXTERIOR METAL TRIM CAP (ABOVE ICON TOWER) | PREFINISHED STEEL OR ALUMINUM PANEL | Angled Top Cap or Flashing to be Silver Metallic. Vertical Panel to be Silver Metallic. | Metal Era, 800-300-1659 Contact: Eric Godfrey |
| EXTERIOR METAL CAP (PAINT OPTIONS) | PAINT | Blue - Benjamin Moore Ben 100% Acrylic Exterior paint low VOC Silver Metallic Paint - Sherwin Williams or Equal | Custom Mix Formula for 1 quart/ BB 1 X 0.00 (1 fl. oz.) MA 0 X 1.00 (1 shot) / High Gloss Metal and Wood Ultra Base 3094B for 12" Signature Series Blue Stripe (See exterior elevations for locations.) or match PMS 280 Blue. Silver Brite B59S11 |

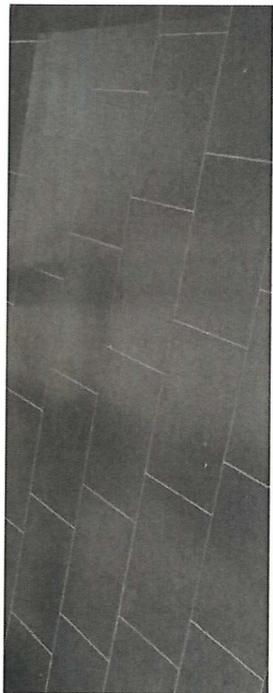
The current finish schedule takes precedent over all previous finish schedules; if you are not sure you have the most current schedule, confirm with FH Design. These documents have been created by FH Design to illustrate the design intent as approved by SUBARU OF AMERICA. Any desired changes to these finish specifications because of retailer choice, manufacturer's backorder or any other circumstances, must be approved by FH Design and SOA. Please submit requests, along with drawing, specifications and samples as needed to FH Design.

| | | |
|---|---|--|
|  FELTUS HAWKINS DESIGN <small>INTERIOR ARCHITECTURE PLANNING PROCUREMENT</small> | NAPLETON SUBARU OF ARLINGTON HEIGHTS ARLINGTON HEIGHTS, IL TILE PATTERN INFORMATION | SHEET 1 OF 3 DATE JULY 12, 2018 |
|---|---|--|

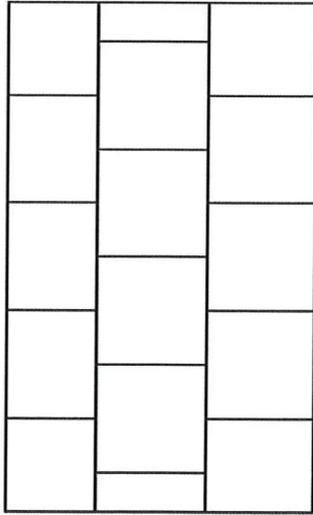
CT-1/CT-1 ALTERNATES
 Louisville Tile Charcoal Unpolished LTDSBUMCA-24UNP, 24" x 24", Unpolished
 Autostone Premier.4 Series, 24" x 24", Unpolished



1/3 Offset Running Bond Tile Pattern



CORRECT INSTALL PATTERN



1/2 Offset Running Bond Tile Pattern



CORRECT INSTALL PATTERN

Only use prescribed grout shown below. The use of wrong or alternative grout could damage tile or cause unwanted appearance change to tile surface.

Grout to be 1/8" or 1/16" joint. Use appropriate Grout System for selected tile.

CT-1 - Louisville Tile: Laticrete Spectralock, color: #60 Dusty Grey

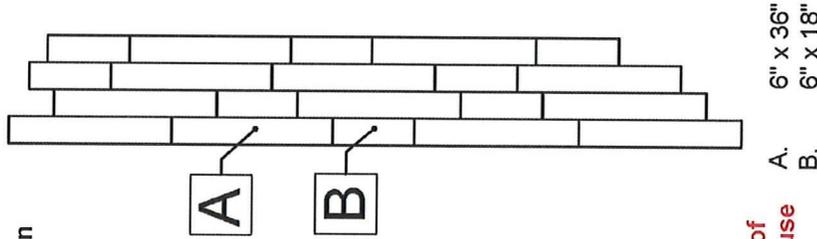
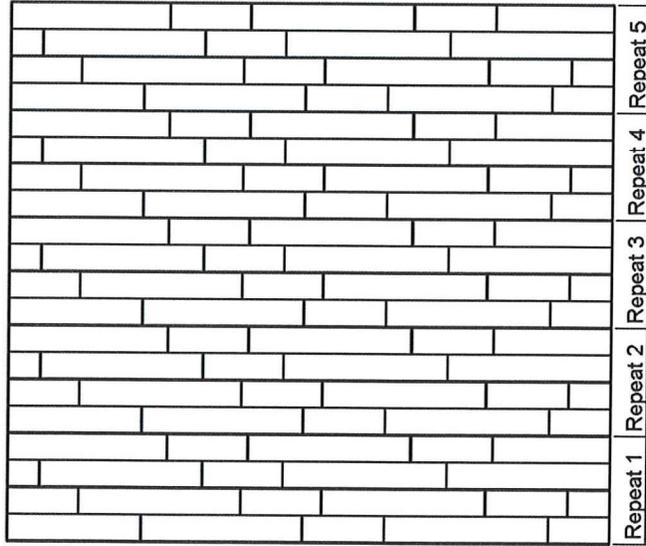
CT-1 Alt - Autostone: Laticrete Permacolor Select, color: Charcoal

Follow Manufacturer's recommended post-installation cleaning regimen.

Approved Tile Installation Pattern: 1/3 or 1/2 Offset Running Bond

The current finish schedule takes precedent over all previous finish schedules; if you are not sure you have the most current schedule, confirm with FH Design. These documents have been created by FH Design to illustrate the design intent as approved by SUBARU OF AMERICA. Any desired changes to these finish specifications because of retailer choice, manufacturer's backorder or any other circumstances, must be approved by FH Design and SOA. Please submit requests, along with drawing, specifications and samples as needed to FH Design.

WF WOOD LOOK CERAMIC TILE
Subaru-WI-Cherry
6" x 36" – 75% of pattern, 6" x 18" – 25% of pattern



Only use prescribed grout shown below. The use of wrong or alternative grout could damage tile or cause unwanted appearance change to tile surface.

Grout to be 1/8" Laticrete Spectralock, color: #59 Espresso.

Follow Manufacturer's recommended post-installation cleaning regimen. See above for approved installation pattern

The current finish schedule takes precedent over all previous finish schedules; if you are not sure you have the most current schedule, confirm with FH Design. These documents have been created by FH Design to illustrate the design intent as approved by SUBARU OF AMERICA. Any desired changes to these finish specifications because of retailer choice, manufacturer's backorder or any other circumstances, must be approved by FH Design and SOA. Please submit requests, along with drawing, specifications and samples as needed to FH Design.



CORRECT INSTALL PATTERN: Picture above shows the tile installation pattern as specified in finish schedule



INCORRECT INSTALL PATTERN: Picture above shows the correct tile sizes, but installed in a grid instead of pattern specified in finish schedule



INCORRECT INSTALL PATTERN: Picture above shows only a single size of tile, not the mix of sizes specified in finish schedule



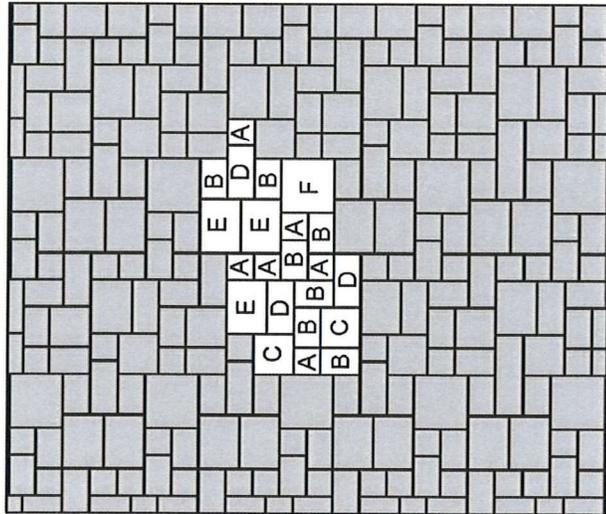
FELTUS HAWKINS DESIGN
INTERIOR ARCHITECTURE | PLANNING | PROCUREMENT

NAPLETON SUBARU OF ARLINGTON HEIGHTS
ARLINGTON HEIGHTS, IL
TILE PATTERN INFORMATION

SHEET 3 OF 3
DATE JULY 12, 2018

SLATE

Camara Shadow Grey, 1/4" min. thickness, natural cleft face, gauged back



- A. 6 @ 6-inch by 6-inch units
- B. 7 @ 6-inch by 9-inch units
- C. 2 @ 9-inch by 9-inch units
- D. 3 @ 6-inch by 12-inch units
- E. 3 @ 9-inch by 12-inch units
- F. 1 @ 12-inch by 12-inch units

Slate Pattern



Slate Pattern Photo

See *Thin Veneer Slate Assemblies* document for slate installation instructions
Grout: 1 shade lighter than slate or TEC #927 Light Pewter

INSTALLATION NOTE: Must allow at least seven days for proper mortar curing. Follow "Thin Veneer Slate Assemblies" installation specification. Improper installation could cause efflorescence.



CORRECT ICON TOWER TOP CAP:
Silver angled trim with silver accent band



INCORRECT ICON TOWER TOP CAP:
Silver angled trim with blue accent band

The current finish schedule takes precedent over all previous finish schedules; if you are not sure you have the most current schedule, confirm with FH Design. These documents have been created by FH Design to illustrate the design intent as approved by SUBARU OF AMERICA. Any desired changes to these finish specifications because of retailer choice, manufacturer's backorder or any other circumstances, must be approved by FH Design and SOA. Please submit requests, along with drawing, specifications and samples as needed to FH Design.



**Signature Facility Program
Phase II**

ESTIMATED BUDGET MATERIALS PRICING

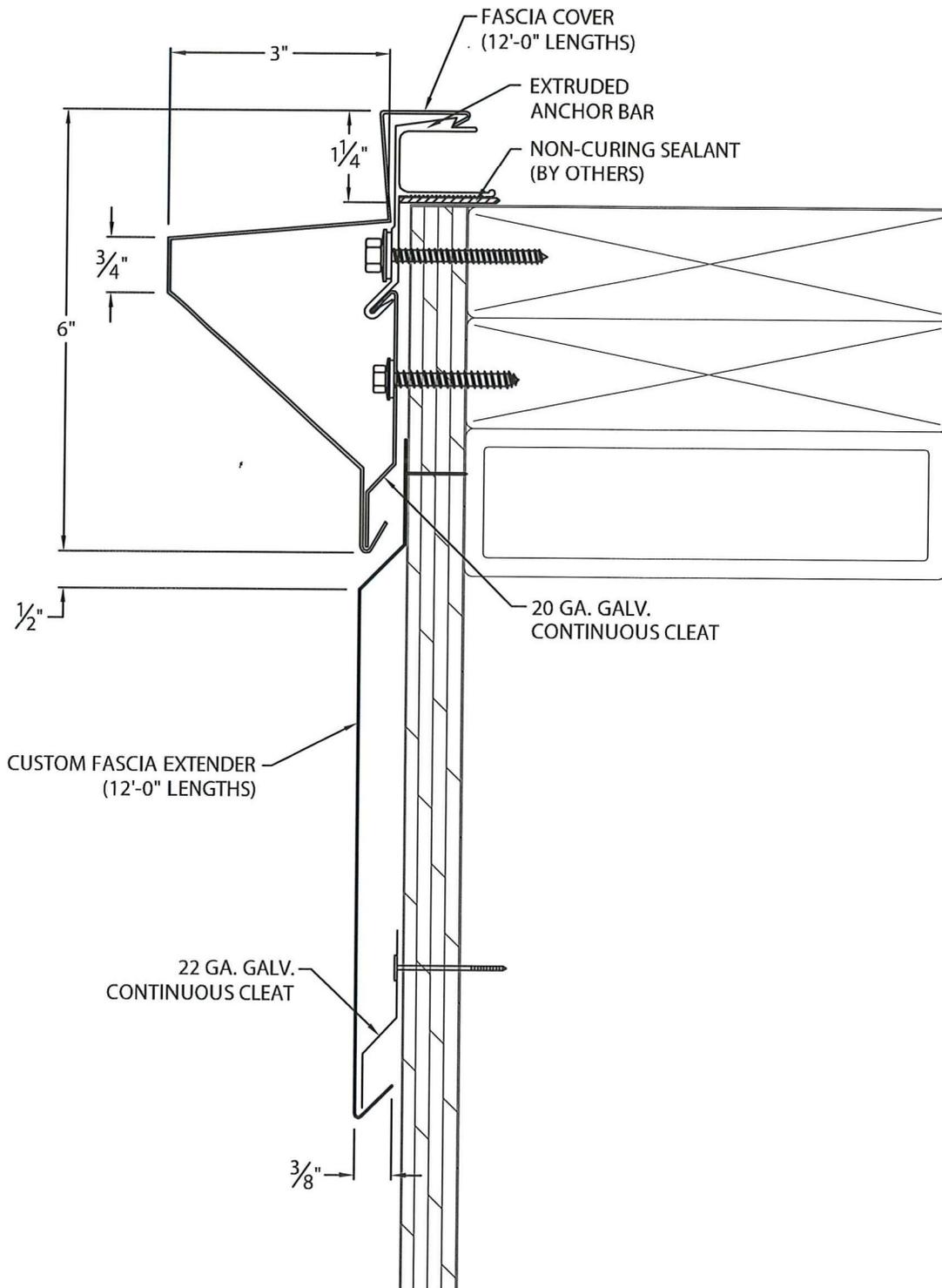
| MANUFACTURER | COLOR/NAME | PRICE |
|------------------------------|---|--------------------|
| <u>CARPET</u> | | |
| BENTLEY MILLS | Style: 146439-001; 18" x 36" Carpet Tile | \$18.00/Sq. Yd. |
| | | |
| <u>PORCELAIN TILE</u> | | |
| LOUISVILLE TILE | Charcoal - LTDSBUMAC-24UNP Unpolished; 24" x 24" | \$2.95/Sq. Ft. |
| LOUISVILLE TILE | Charcoal - LTDSBUMAC-24POL Polished; 24" x 24" (Wall Tile) | \$3.30/Sq. Ft. |
| AUTOSTONE | Premier.4 Series Natural/Unpolished; 24" x 24" | \$2.99/Sq. Ft. |
| AUTOSTONE | Premier.4 Series Polished; 24" x 24" (Wall Tile) | \$2.99/Sq. Ft. |
| CROSSVILLE | AV195 Brazilian Cherry 6" x 36" – 75% of pattern | \$4.54/ Sq. Ft. |
| CROSSVILLE | AV195 Brazilian Cherry 6" x 18" – 25% of pattern | \$4.87/ Sq. Ft. |
| | | |
| <u>WALLCOVERING</u> | | |
| MDC | Style: ALPHA6470; Type II Vinyl | \$14.50/Linear Yd. |

PRICES SUBJECT TO CHANGE.
 PRICE INCLUDES MATERIALS ONLY.
 FREIGHT CHARGES AND INSTALLATION ARE NOT INCLUDED.
 REFER TO FINISH SCHEDULE FOR CONTACT NAMES AND PHONE NUMBERS FOR ORDER.

SUBARU SHADOW LINE FASCIA

WITH FLUSH FACE EXTENDER

OVERVIEW



Phone: 800-558-2162
 Fax: 800-373-9156
 www.metalera.com

DATE: 06/08/12
 DRN BY: JJC
 CKD BY: SAK

SHT.# ___ OF ___

DWG# 11510-15717

A

Village of Palatine
 Rand Corridor TIF

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Substrate preparation requirements.
- B. Thin natural slate set in latex modified cement mortar for exterior application over:
 - 1. Cementitious backer over plywood sheathing on metal studs.
 - 2. Concrete masonry units.
- C. Thin natural slate in randomly sized pattern with, square sawn edges.
- D. Installation of accessories.

1.2 REFERENCES

- A. ASTM C-629 Standard Specification for Slate Dimension Stone / Test C121 for Moisture Absorption to be less than 0.25%.
- B. ASTM Class S2 or S1 slate for exterior applications.

1.3 QUALIFICATIONS

- A. Slate Quarry: Company specializing in quarrying slate products specified in this section with minimum twenty-five (25) years documented experience.
- B. Slate Masonry Installer: Company specializing in performing Work of this section with minimum five (5) years documented experience.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Store products on pallets, under cover and in manufacturer's unopened packaging until ready for installation.
- B. Store slate materials on pallets on a dry level surface. Pallets shall not be stacked and shall be covered with tarps.
- C. Store mortar under cover and in an area where temperature is maintained between 40 degrees F to 110 degrees F.

1.5 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.
- B. Ambient temperature shall be 40 degrees F or above during erection of slate masonry. When ambient temperature falls below 50 degrees F, mortar mixing water shall be heated.

PART 2 PRODUCTS

2.1 GRAY SLATE WITH LIGHT BLACK MOTTLE

- A. Subaru-approved slate:
 - 1) Natural cleft face, gauged back, sawn edges.
 - 2. Allow for 3/8" slate joint, pattern repeats every 2.5-feet by 4-feet.
 - 3. 1/4" thick in an interlocking, random 10 SF pattern containing:
 - a. 6 @ 6-inch by 6-inch units
 - b. 7 @ 6-inch by 9-inch units
 - c. 2 @ 9-inch by 9-inch units
 - d. 3 @ 6-inch by 12-inch units
 - e. 3 @ 9-inch by 12-inch units
 - f. 1 @ 12-inch by 12-inch units

- B. Slate and Quarry:
 - 1. Slate: Shadow Grey, Heathermoor or Vermont Grey-Black Slate
 - 2. Pattern: Pattern 1
 - 3. Quarry: Camara Slate Products – Shadow Grey
963 South Main Street / Fair Haven, VT 05743
Shawn or Mike Camara
Phone 802-265-3200
Fax 802-265-2211
Email info@camaraslate.com
 - C. Premixed Grey Sanded Grout, TEC 927 Light Pewter
 - D. Building Paper: ASTM D 226, No. 30 asphalt saturated felt.
 - E. Concrete Bonding Agent: Latex type as approved by the slate quarrier.
- 2.2 SETTING MATERIALS
- A. Flexible, dry-set mortar: Complying with ASTM A118.4 and A118.11
 - 1. Shear bond at 28 days: 375 psi, minimum
 - 2. Gray color
 - 3. Recommended by mortar manufacturer for installing slate to exterior walls.
 - B. Polymer modified latex additive: Complying with ASTM A118.4 and A118.11
 - 1. Recommended by mortar manufacturer for installing slate to exterior walls.
 - 2. Mix in sufficient quantities as recommended by the manufacturer.
 - C. Water: Clean and potable.
 - D. Trowel: Match the weight of the tile, the tensile strength of the setting material, and the trowel type. When in doubt, select a bigger notch pattern. Use of V-notched trowels is not acceptable.
 - 1. The type of trowel used for a particular tile installation depends on the kind of setting material being used and on the size and type of tile being installed.
 - 2. Notched trowels provide a bead (rib) pattern which ensures both uniform thickness of material and full contact with the tile after beating in.
 - 3. Non-absorbent slate has no suction and therefore requires sufficient latex modified mortar to grip their edges as well as their backs.
 - 4. Extremely large or uneven-backed tile may require "back butter" setting material on the tile to ensure contact with all points, full coverage and complete contact with the substrate.
 - E. Slate is a product of nature. Determine the suitability of all the setting materials before proceeding with the installation.
 - 1. Natural Cleft Finish is a rough textured, split face finish. The bottom is gauged to an even plane and the thickness, although varying due to the facial deviation of the cleft, is constant within the maximum thickness specified.
 - 2. The facial deviation in Natural Cleft Finish may appear more pronounced with regard to the outside corners.
- 2.3 PANEL SUBSTRATE MATERIALS
- A. Back up materials:
 - 1. 14 to 20 gauge galvanized metal studs to not exceed L/360 deflection based on the studs alone. Laterally brace framing.
 - 2. ½" exterior grade plywood screwed to the studs with #8 x 1 1/4-inch corrosion

- resistant screws @ 12" o.c..
- 3. Cover plywood sheathing with waterproof building paper with all joints lapped 4-inches.
- 4. Plastic drip and starter strips.
- B. 2" wide DUROCK brand joint reinforcement, as manufactured by USG.
- C. 1/2" thick DUROCK brand cement board, as manufactured by USG.
- D. #8 x 1 5/8-inch corrosion resistant screws to attach the cementitious backer into the plywood at 8" o.c.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until backing structure is plumb, bearing surfaces are level and substrates are clean and properly prepared.
- B. Verify that built-in items are in proper location, and ready for roughing in.
- C. Notify Architect or Dealer of unsatisfactory preparation before proceeding.

3.2 PREPARATION FOR INSTALLATION OVER PLYWOOD SHEATHING & CEMENTITIOUS BACKER BOARD

- A. Cover plywood sheathing with waterproof building paper with all joints lapped shingle style a minimum of 4 inches.
- B. Orient cementitious backer board with rough side out.
- C. Screw cementitious backer board into plywood with coated fasteners as approved by board manufacturer.
- D. Fill joints with tile setting mortar and immediately embed tape and level the joints.
- E. Continuously reinforce outside corners with mesh and compound.

3.3 PREPARATION FOR INSTALLATION OVER CONCRETE OR CONCRETE MASONRY

- A. Clean or sandblast concrete masonry to assure a proper mortar bond. Verify no bituminous, water repellent, or deleterious agents exist on the surface.
- B. Apply bonding agent in accordance with the manufacturers printed instructions.

3.4 PREPARATION FOR THIN VENEER SLATE INSTALLATION

- A. Coordinate placement of signage, anchors and accessories, flashings and weep holes and other moisture control products supplied by other sections.
- B. Clean all built-in items of loose rust, ice, mud, or other foreign matter before incorporating into the wall.
- C. If required, provide temporary bracing during installation of masonry work. Maintain bracing in place until building structure provides permanent support.

3.5 THIN VENEER SLATE INSTALLATION

- A. Maintain 3/8-inch joint with the use of wooden or metal spacers.
- B. Maintain masonry courses to uniform dimensions. Form vertical and horizontal joints of uniform thickness.
- C. Pattern Bond:
 - 1. Lay slate with the split face exposed. Take care to avoid a concentration of any one size adjacent to another similarly sized slate tile.
 - 2. Do not use stacked vertical joints.
 - 3. Lay out work in advance and distribute pattern range of slate uniformly over total work area.
- D. Placing and Bonding:
 - 1. Inadequate coverage results in bond failure and/or cracking of the tiles.
 - 2. To ensure 100% coverage, remove and re-inspect several tiles after they

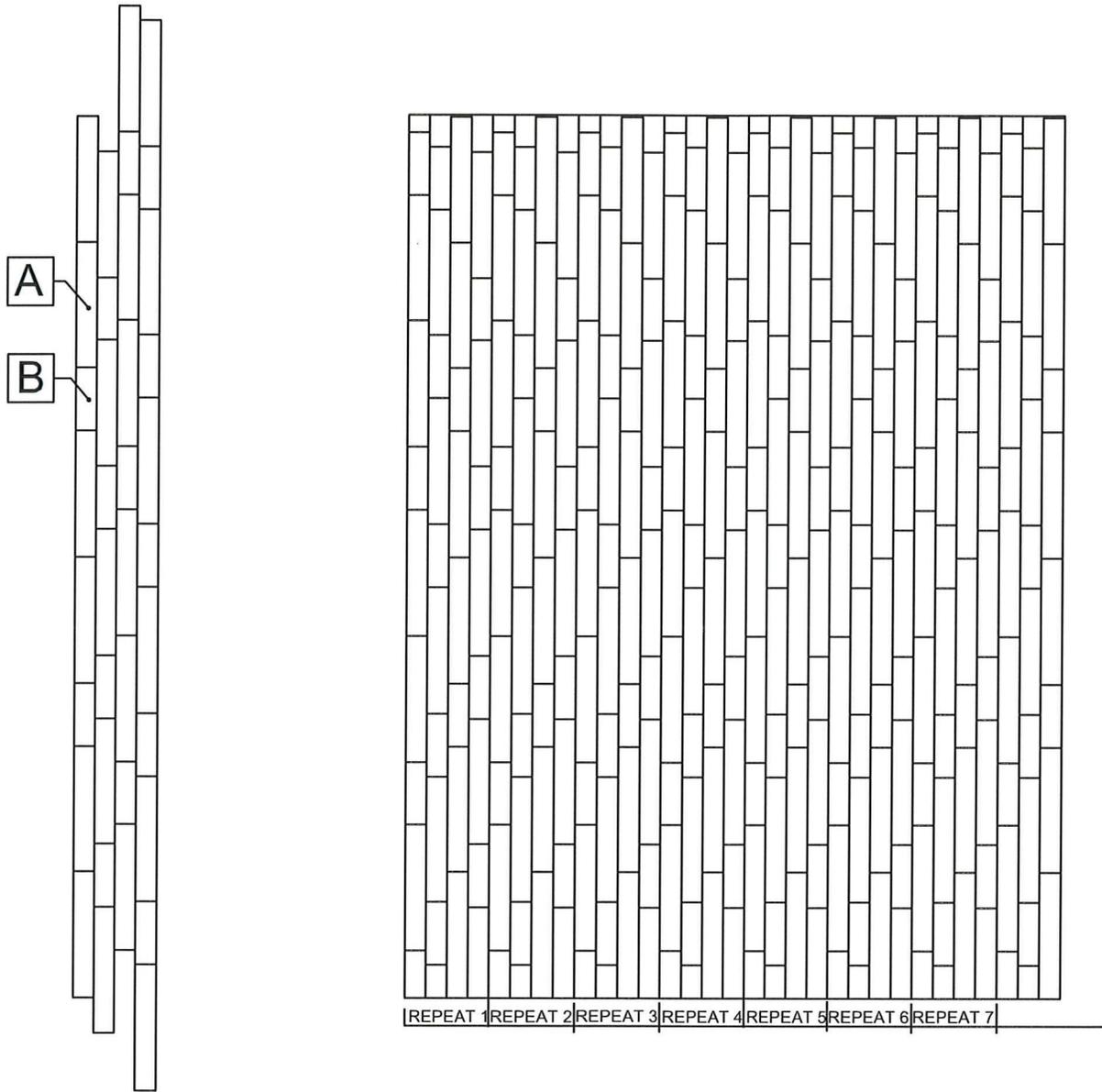
- 3. have been placed. Photograph and place in log book.
- 3. Do not spread more than a workable area of 5 to 10 SF so that mortar will not set before slate is applied. Set tile while mortar is fresh and before it has skimmed over.
- 4. Lay out work in advance and distribute pattern range of slate uniformly over total work area.
- 5. Place your finger in the setting material which has been spread on the substrate. If no material comes off on your finger, it will not bond to the tile, either.
- 6. If the setting material has skimmed over, pressing the tile into it may create a mirror image of the tile's back on the substrate, but it will not bond to the tile.
- 7. Remove any skimmed material from the substrate and apply fresh material.
- E. Beating In
 - 1. Beat in the tile to seat it firmly in the setting material and thus ensure a good bond by maximizing the contact area between the setting bed and the tile.
 - 2. The more beating in, the better the bond.
- F. Quality control
 - 1. Remove one tile for every 100 installed and inspect its back for coverage.
 - 2. Save the removed tile for verification by the A/E or dealer.
 - 3. If insufficient bond is found, remove and replace tiles until tile are found that are properly beaten in with a strong bond and sufficient coverage.
- G. Control and Expansion Joints: Keep joints open and free of debris. Coordinate control joint for optimum sealant performance.
- H. Sealant Recesses: Provide open joint 1/2 inch deep and 1/4 inch wide, where masonry meets any openings. Coordinate sealant joints in accordance with sealant manufacturer for adequate performance.
- I. Cutting And Fitting: Cut and fit for chases, pipes, conduit, sleeves, grounds, and other penetrations and adjacent materials. Coordinate with other sections of work to provide correct size, shape, and location.

3.6 GROUTING

- A. Never apply to a wet or cementitious substrate cured less than seven days.
- B. Thicker setting beds and thinner joints require longer times before grouting.
- C. Large slate tile pieces require longer times before grouting.
- D. Damp cure by placing porous Kraft paper or polyethylene sheets over the surface.
 - 1. Portland cement mortars, screed beds, thin-set mortars, & grouts will not reach their full strength and serviceability if they dry out before curing.
 - 2. Water can also be misted over the surface after initial set. Hot dry conditions may require this to be repeated at regular intervals for several days.
 - 3. If insufficient bond is found, remove and replace tiles until tiles are found that are properly and fully embedded in setting compound.
- E. Control job conditions for uniform curing to ensure no shade variations.
- F. Maintain uniform temperature, ventilation and direct sunlight exposure throughout the installation of each surface.
- G. Grout mixing
 - 1. Precisely measure water using the same clean container for the same amount of water for every batch to produce a firm wet mix. Record in log book.
 - 2. Soupy mixes dilute grout causing shade variations, and powdering.
 - 3. Thoroughly mix every batch to the manufacturer's recommendations. Allow to slake for a minimum of 10 minutes, then re-stir.
 - 4. Log mixing time and temperature so all employees maintain the same amount of mixing time with every batch.
- H. Grout Application
 - 1. Prior to grouting, Verify joints between tiles are be clean and free of excessive

- setting bed materials, and dirt. Remove all deleterious material.
2. Apply grout with a rubber float trowel, forcing it into joints to fill completely.
 3. Remove excess grout with float.
 4. Begin cleaning immediately.
 - i. Sprinkle dry grout or sawdust over a workable area.
 - ii. Use terry-cloth rags & circular motion to rub dry grout / sawdust into the fresh joints.
 - iii. Rub until the joints are uniform and the slate is clean.
 - iv. A second, very light sprinkling of grout/sawdust over the same given area, polished in the same manner, will create an acceptable joint.
 - v. This method increases joint hardness, removes excess water, and fills the joints, making them flush with the slate tile surfaces.
 - vi. Proceed to the next area and continue grouting in the same manner.
- I. Finishing
1. If grout film appears, wipe with a lightly dampened sponge. Rinse & wring in clear water repeatedly.
 2. Re-polish surface with terry-cloth rags.
 3. Do not use acid or bleach when cleaning.
- J. Curing
1. Damp cure with either method to improve grout strength.
 - a) Cover the finished installation with non-staining kraft paper for 3 days.
 - b) Wipe the joints with a damp sponge or mop daily, after the initial 24 hours, for a period of 3 days. Do not use metal brushes or acids.
 2. Touch-up, repair or replace damaged products before Substantial Completion.
- 3.7 SLATE TERMINATION AT VERTICAL TOWER CORNERS
- A. Align horizontal joints of each corner tile, so vertical dimensions of each slate tile forming the corner matches the dimension of the adjoining corner slate tile.
 - B. Adjust horizontal length of each corner slate tile as required to quickly resume & continue the random pattern.
 - C. Field finish corner slate tiles with 1/8 inch to 3/16 inch reverse arris to create a quirk miter to be fully grouted.
 - D. Design intent is to visually minimize corner joint.

END OF SECTION



PATTERN REPEAT

A 6" x 36"

B 6" X 18"

TILE: CROSSVILLE TILE/WOOD IMPRESSIONS

COLOR: BRAZILIAN CHERRY

GROUT: LATICRETE 59 ESPRESSO; $\frac{1}{8}$ " width

Scale: NTS

01.16.15



Subaru Ceramic Wood Tile Pattern



FELTUS|HAWKINS DESIGN
1207A MCGAVOCK STREET NASHVILLE, TN 37203 p. (615)320.1777 f. (615)320.1880

ALL SHOWROOM PRODUCTS

Subaru Primary Kits

Showroom Elements

Digital Elements

SUBARU PRIMARY KITS



The Subaru Digital & Showroom Elements Primary Kits are designed to provide an engaging and impactful customer experience across all Subaru retailers. We've created a set of powerful retail tools to dynamically showcase Subaru vehicles, service, accessories, and more!

Having a consistent set of leading-edge resources in every Subaru facility will increase the consistency and effectiveness of our overall sales and parts/service operations. The Subaru Digital & Showroom Elements Primary Kits are a critical component of our retail strategy and a requirement for all Subaru retailers. New retailers should order all elements (Digital and Showroom) directly on this site.

The Subaru Digital Primary Kit* includes the following components:

- (1) Digital Showroom Touch-Screen Kiosk**
- (1) Service Media Center**

The Subaru Showroom Elements Primary Kit* includes the following components:

- (2) Performance Pylons
- (2) Performance Pylon Literature Racks
- (4) Aluminum Poster Frames
- (2) Digital or Graphic Wheel Feature Stands
- (1) Accessory Display

* Subaru of America, Inc. maintains the right to update the physical display and electronic hardware after the warranty expiration, beginning at time of purchase. Monthly payments are subject to change.

** Monthly Payment includes LiveGuide license fee, digital content, POP materials typically included in the update kits.

Located at:

Subarunet>>Retail Environment>>SOE Merchandise



Retailer Graphics Program



Last updated 10.27.2016

INTRODUCTION

Retailer Graphics Program

As part of our continuing support of your retail store sales goals and branding efforts, Subaru is making available an array of owner lifestyle graphics in custom sizes and installation materials. These graphics offer retailers the ability to place images that have an extended lifespan and are consistent with the Subaru brand throughout your retail facility. You will also find photos of the items available to you displayed at many retail locations.

This program is designed with flexibility in mind for your individual needs such as:

- Image Selection – Featuring 8 new horizontal wallpaper images, 10 new vertical fabric panels, 40 new horizontal fabric panels and 2 new freestanding banners to choose from. The historical Subaru models are available as well as the LOVE collage freestanding banner. The refreshed lifestyle images feature different regions of the country and reinforce the Subaru brand messaging.
- Materials – Depending on your needs, the images can be produced on wallpaper, fabric panels or on freestanding banner stands.
- Size and Layout – Wallpaper images are customizable in both vertical and horizontal layouts. See inside for maximum dimensions. Fabric panels and banners are fixed sizes that are not customizable. Please note all materials provided are for interior use only and are not suitable for outdoor purposes.

Ordering Retailer Graphics

Each item displayed in the plan-o-gram is available for order via the Subaru Marketing Resource Center (subarumarketing.com), click “Print-on-Demand”, then click on “Retailer Graphics Program” to select the items you wish to order.

Important Information Regarding Wallpaper Installation

Self-Installation (Retailer is 100% responsible for installation)

- You are required to provide measurements and a photo of the wall space with your order on subarumarketing.com.
- You may opt to measure the wall space yourself. Should you prefer a professional installer to take measurements, please check the appropriate box on the website and SOA will have a referred installer contact you.
- The photo will establish whether the selected image can be properly installed without jeopardizing corporate branding. Obstructions such as a clock or fire extinguisher within the placed image may disqualify the location.
- Upon approval of the photo, the wallpaper will be produced as close as possible to the requested size.

Professional Site Survey and Installation

- A professional installer is recommended and can be requested prior to placing your order at subarumarketing.com. The installer will survey the wall space for approval, take measurements and install the wallpaper.
- To have a Subaru referred installer contact you prior to your purchase, please check the appropriate box on the print-on-demand area at subarumarketing.com.

Retailer Graphics Program

Bring your retail store to life and place wallpaper graphics as a focal point in your facility.

Wallpaper

The wallpaper options consist of 10 vertical and 31 horizontal image selections, all of which can be printed at a size that meets the needs of your retail facility.

- Maximum size of the vertical image is 64"W x 96"H.
- Maximum size of the horizontal image is 144"W x 96"H

You may customize the size of an image but it must be scaled proportionally. Neither vertical nor horizontal images may be cropped or altered in any manner during printing or installation. A custom image will be fabricated as close as possible to the requested size. The final dimensions will be determined by the correct proportions of the image so please specify whether the width or height is most important.

Customized Wallpaper Print-on-Demand

If a retailer wishes to further customize an image for larger or smaller showroom walls, submit a request to the Subaru Marketing Resource Center with the image desired and wall dimensions (width x height) to determine if the original image recropping and quality will accommodate the size desired to produce a quality print. If cropping and quality are approved, the image will be sized accordingly and a proof will be sent to the retailer for approval along with an estimate for time to print, ship and install (if applicable). Upon retailer authorization, the customized wallpaper will be produced. Production time varies per size and production schedule.

Note: A professional installer is recommended and can be requested prior to placing your order at subarumarketing.com. To have a Subaru referred installer contact you prior to your purchase, please check the appropriate box on the print-on-demand area at subarumarketing.com.

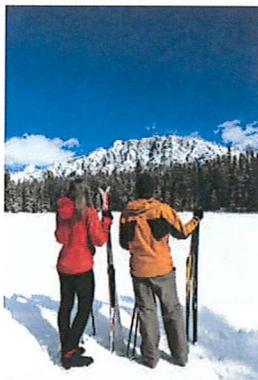
Vertical Wallpaper



Wallpaper- Map



Wallpaper - Family



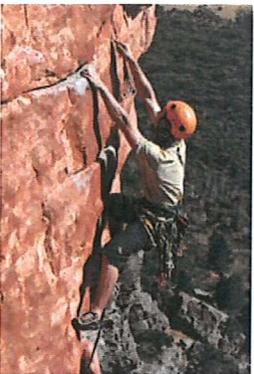
Wallpaper - Ski Couple



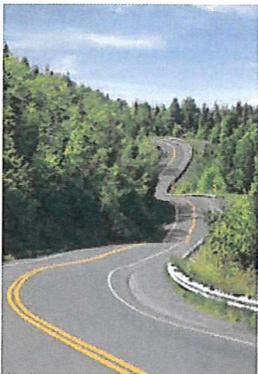
Wallpaper - MY17 Full Line (New!)



Wallpaper - Adventure



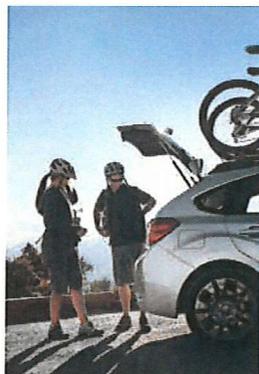
Wallpaper - Climbing



Wallpaper - Winding Road



Wallpaper - Dog



Wallpaper - Bike



Wallpaper - Pet

Horizontal Wallpaper



Wallpaper - Friends (New!)



Wallpaper - Winter Fishing (New!)



Wallpaper - Mountain View (New!)



Wallpaper - Lake Cabins (New!)



Wallpaper - Motorsports Higgins (New!)



Wallpaper - Downhill Skiing (New!)



Wallpaper - Dog Day Afternoon (New!)



Wallpaper - Subaru Love (New!)



Wallpaper - Go Fly A Kite



Wallpaper - Beach Campfire



Wallpaper - Beach Dog



Wallpaper - Flying



Wallpaper - Kids Corner



Wallpaper - Two Dogs



Wallpaper - Couple



Wallpaper - Three Boys



Wallpaper - Tent



Wallpaper - Children



Wallpaper - Camping



Wallpaper - All-Wheel Drive



Wallpaper - Ice Hockey



Wallpaper - Handle Bars



Wallpaper - Active Couple



Wallpaper - Mountain Bike



Wallpaper - Trail Bike



Wallpaper - Wilderness



Wallpaper - Mountain Top



Wallpaper - Rock Climbing

Horizontal Wallpaper (continued)



Wallpaper - Hikers



Wallpaper - Kayaking



Wallpaper - Ocean Kayak

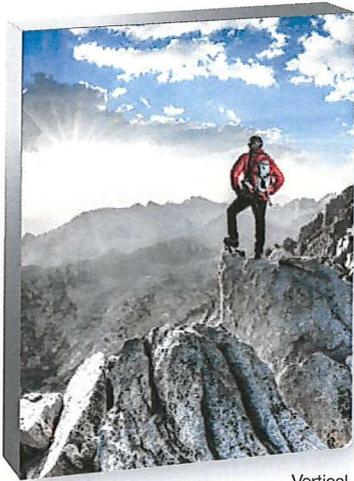
Fabric Panels

The wall panels are lightweight framed images printed on fabric. The 17 vertical and 76 horizontal panels are fixed sizes, they cannot be customized.

- Vertical image dimensions are 36"W x 48"H
- Horizontal image dimensions are 48"W x 36"H

Choose the number of panels, format and images that best speaks to the customer in your showroom.

Fabric Panels



Vertical



Horizontal

Vertical Fabric Panels



Panel - Lake View (New!)



Panel - Campfire (New!)



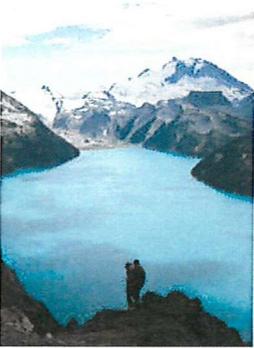
Panel - Mountain Skies (New!)



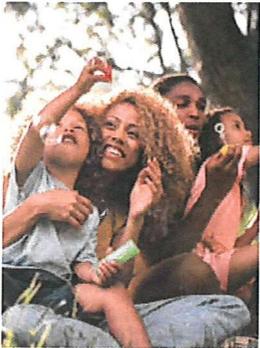
Panel - Lake Cabins (New!)



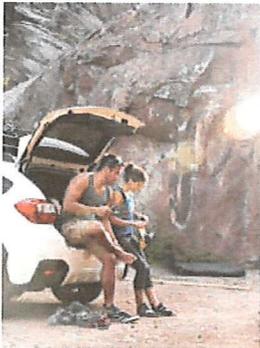
Panel - Jumping In (New!)



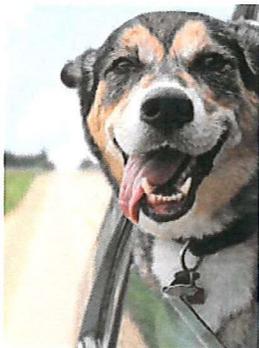
Panel - Blue Waters (New!)



Panel - Family Outing (New!)



Panel - Before the Climb (New!)



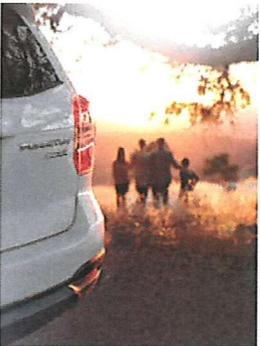
Panel - Dog Passenger (New!)



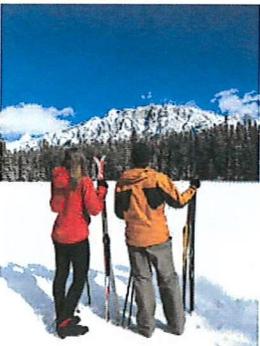
Panel - Subaru Front Grille (New!)



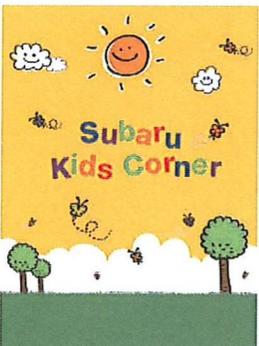
Panel - Map



Panel - Fall Family



Panel - Winter



Panel - Kids Corner



Panel - Summer



Panel - Landscape



Panel - Camping

Horizontal Fabric Panels



Panel - Beach Family (New!)



Panel - Friends (New!)



Panel - Winter Fishing (New!)



Panel - Desert Hills (New!)



Panel - Snowdrift (New!)



Panel - Riverside Camping (New!)



Panel - Telescope (New!)



Panel - Lake View (New!)



Panel - Bikers (New!)



Panel - Photographer (New!)



Panel - Campfire (New!)



Panel - Organic Gardening (New!)



Panel - Friends (New!)



Panel - Pre-Loved Subaru (New!)



Panel - Doggie Bandana (New!)



Panel - Odometer (New!)



Panel - STI Grille (New!)



Panel - Winding Roads (New!)



Panel - Ice Skates (New!)



Panel - Dog Tested Canoe (New!)



Panel - Dog Tested Surfboard (New!)



Panel - Mountain View (New!)



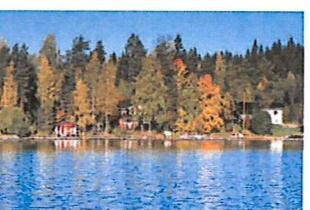
Panel - Golden Retriever (New!)



Panel - Sunset View (New!)



Panel - Mountain Skies (New!)



Panel - Lake Cabins (New!)



Panel - Window View (New!)



Panel - Dog Passenger (New!)

Horizontal Fabric Panels (continued)



Panel - Mountain Sunset (New!)



Panel - Bike Wheel (New!)



Panel - Jumping In (New!)



Panel - Blue Waters (New!)



Panel - Family Outing (New!)



Panel - Friends Walking (New!)



Panel - Bike Journey (New!)



Panel - Before the Climb (New!)



Panel - Motorsports Higgins (New!)



Panel - Motorsports Lasek (New!)



Panel - Motorsports (New!)



Panel - Motorsports Pastrana (New!)



Panel - Go Fly A Kite



Panel - Beach Campfire



Panel - Beach Dog



Panel - Flying



Panel - Gauges



Panel - Gone Fishing



Panel - Bike Break



Panel - Hiking with Dog



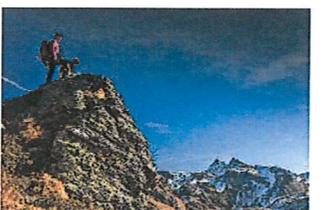
Panel - Gardening



Panel - Family Bike Ride



Panel - Fun on the Beach



Panel - Mountain Hike



Panel - Downhill Skiing



Panel - Dog Day Afternoon



Panel - Walk on the Beach



Panel - Paddleboarding

Horizontal Panels (continued)



Panel - All Wrapped Up



Panel - STI Dirt



Panel- STI Trunk Spoiler



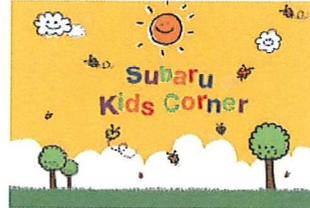
Panel - Subaru Front Grille



Panel - Desert Camping



Panel - Fall Fun



Panel - Kids Corner



Panel - In a Hurry



Panel - Children



Panel - Trail Ride



Panel - White Water Rafting



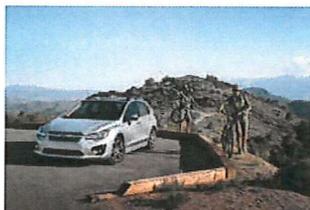
Panel - Active Couple



Panel - Mountain Bikes



Panel - Kayakers



Panel - Travel



Panel - Ice Hockey



Panel - Couple



Panel - Mountain Top



Panel - Two Dogs



Panel - Three Boys

Fabric Panels *(continued)*

Historical Images - Horizontal Panels



Historical Panel - 360



Historical Panel - DL Sedan



Historical Panel - Subaru Family



Historical Panel - FF-1



Historical Panel - Leone

Freestanding Banners

The 8 vertical images are designed to fit stand-alone, single and double-sided retractable banner stands. The durable banners are also ideal for frequent use at events and promotional activities. These vinyl banners are a fixed size which cannot be customized.

- Image dimensions are 33"W x 84"H

After selecting the desired banner image(s) on subarumarketing.com, proceed to check-out to view the retractable banner stand hardware options and select the one that meet your needs.

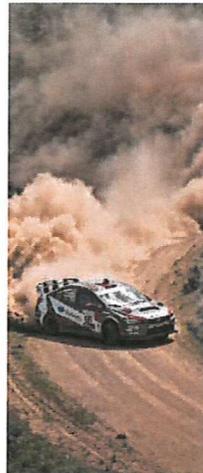
Freestanding Banner Stands



Banner Images



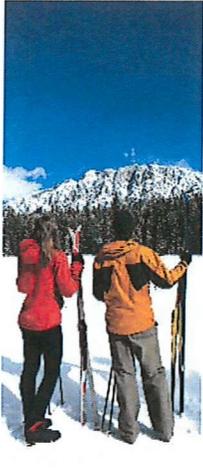
Banner - MY17 Full Line (New!)



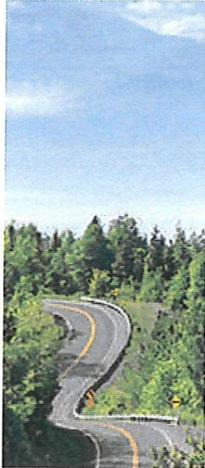
Banner - Motorsports (New!)

Freestanding Banners *(continued)*

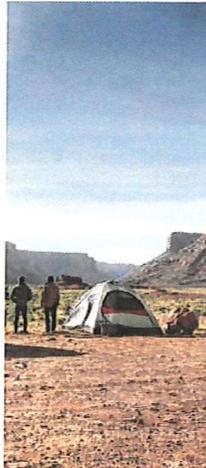
Banner Images



Banner - Winter



Banner - Winding Road



Banner - Desert Camping



Banner - Active Couple



Banner - All-Wheel Drive



Banner - Love Collage

Installed Retailer Photos

The images below are examples of how a Subaru retail facility used the Subaru Retailer Graphics Program to add warmth and visual interest to their retail facility. Consider grouping images in a creative way for visual impact such as installing several images to run together. For high ceilings consider stacking images vertically in a group with equal space between them. Install one large image and divide it into three sections with a few inches of space between them to add texture. Cover a column, soffit or walkway area. Hang multiple fabric panels to create a collage style or photo wall. Use the Kids Corner graphics to designate a children's play area. Feel free to be creative in how these items are displayed.

Wallpaper Examples



Fabric Panel and Wallpaper Examples



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QUALITY DRIVEN® SERVICE

Field Sales Organization



Tom Campbell

National Director of Field Sales

724-693-9335

tom.campbell@us.bosch.com

Area Business Consultants

1 Curt Monahan

Area Business Consultant
609-410-8971
curtisd56@aol.com

2 Paul Barber

Area Business Consultant
269-804-4020
desconsultant@live.com

3 Kevin Duke

Area Business Consultant
909-560-0362
kevin.duke@att.net

4 Glyn Harris

Area Business Consultant
818-903-5997
go-harris@msn.com

5 Tim Hill

Area Business Consultant
239-768-5976
external.tim.hill@us.bosch.com

6 Todd Steiner

Area Business Consultant
513-638-8633
toddsteiner1@yahoo.com

7 Manuel Medina

Area Business Consultant
925-297-5096
manny@dealerequip.com

8 Saral Kumar

Area Business Consultant
516-468-8422
saral.kumar@hotmail.com

9 Robert James

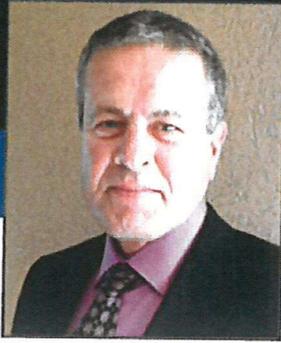
Business Consultant
407-448-7560
rjames3536@cfl.rr.com

10 David Salo

Business Consultant
724-816-9478
dsalo@comcast.net

SubaruDealerSolutions.com

1-866-213-4690



To speak with our Equipment and Systems Planning team, contact me:

Tom Campbell 724-693-9335

tom.campbell@us.bosch.com

Expert Service Equipment & Systems Planning...

At No Cost to You!



FOUR Easy Steps:

Detailed CAD Drawing

Includes detailed equipment and systems layout in service area as well as a lighting plan with photometric data.

Equipment & Systems Needs Assessment

Key project document detailing contact information, target launch/phase dates, building requirements and recommended shop equipment to enhance fixed operations.

Detailed Specifications & Budget

Includes detailed specifications for all major equipment called out in the Needs Assessment. Also includes a preliminary equipment & systems budget.

Project Coordination & Support

Single point of contact for service equipment and installation.

Most architects and contractors don't understand the needs of a service facility – *we do!*

Equipment and Systems Planning team members know service areas need to be set up to provide an optimal flow of people, equipment and vehicles into and out of the area. Because of our close partnership with the OEM, we know the Subaru-approved equipment – where to place it for the best usage and work flow throughout the shop and how to get it installed.

We are the experts!

Call today to speak with an Equipment & Systems Planning Specialist!

Special lease programs available for new facilities. Lease rates will vary. Please call for details.

1-866-213-4690

Let our experts make sure your facility:

- Accommodates Future Vehicles
- Provides Layout Efficiency
- Maximizes Shop Throughput



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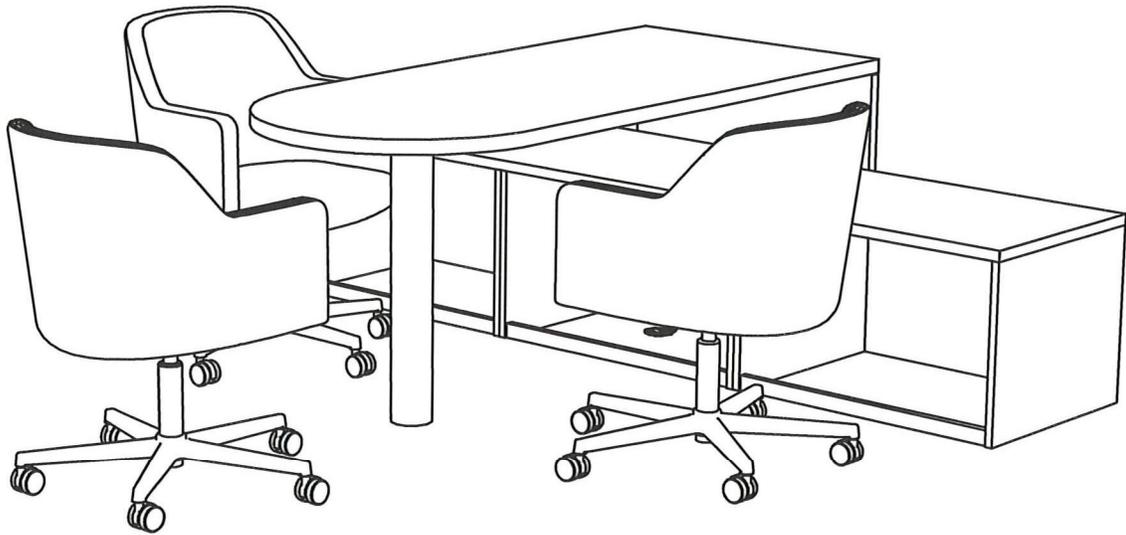
SubaruDealerSolutions.com

Village of Palatine
Rand Corridor TIF

Napleton's Arlington Heights Subaru

| Required Furniture Elements (Typicals) | Estimated Cost Range | |
|---|----------------------|----------------------|
| | Level 1 | Level 2 |
| Sales 1-6 - Open Peninsulas 6 Layouts | \$ 23,434.44 | \$ 31,323.24 |
| GM/Serv Consult/Sales 7-10 - Consultation Table 6 Layouts | \$ 9,241.92 | \$ 13,112.94 |
| GM/Service Mgr/F&I 1-3 - U Shaped Desk w/o overheads 72" 5 Layouts | \$ 14,835.20 | \$ 20,506.35 |
| Customer Lounge - Lounge Seating 5 Layouts | \$ 21,300.95 | \$ 42,669.80 |
| Customer Lounge - Bar Chairs 6 Chairs | \$ 2,476.38 | \$ 3,451.74 |
| Customer Lounge - Café Lounge Seating 3 Layouts | \$ 5,778.30 | \$ 6,606.90 |
| Task Seating 12 Layouts | \$ 4,658.76 | |
| Service Write-Up - Service Writers 5 Layouts | \$ 10,912.90 | \$ 12,567.90 |
| Total | \$ 92,638.85 | \$ 130,238.87 |

- A quote for Freight and Installation will be provided at time of order.
- Optional furniture areas will be specified to meet Dealership's need at time of order.
- Sales tax will be added at time of invoicing
- Prices subject to change.
- Standard lead time is 8-10 weeks.**



Consultation Office - Open Peninsula

- 1 - 72" x 30" Peninsula Worksurface
 - 1 - 90" x 22" x 19" Storage Bench with 2 Box/File Drawer Sections and 1 Open Shelving Section
 - 3 - Swivel Chairs
- Also available with open-shelving wall panel

Totals (Varies Per Level Selected)
\$3,905.74 - \$5,220.54

Scale: NTS

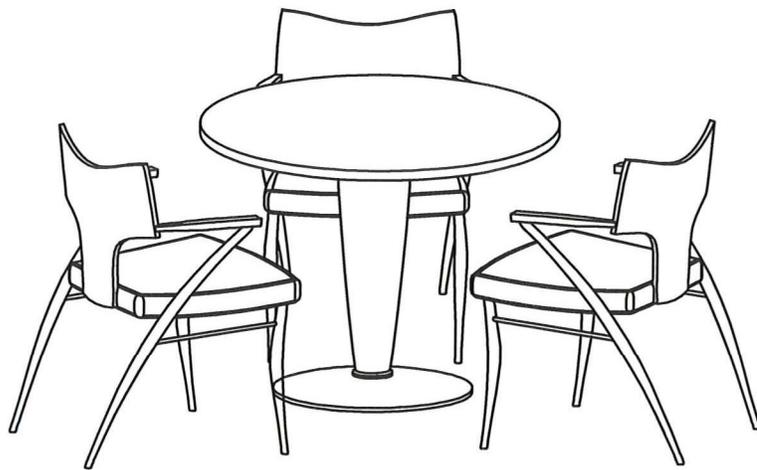
07.12.18



Sales 1-6



FELTUS HAWKINS DESIGN
1207A McGAVOCK STREET NASHVILLE, TN 37203 p. (615)320.1777 f. (615)320.1880



Cafe Seating

- 3 - Cafe chair with wood back, upholstered seat and brushed metal leg
- 1 - Cafe Table with brushed & chrome leg, laminate top with wood edge

Totals

\$1,540.32 - \$2,185.49

Scale: NTS

07.12.18

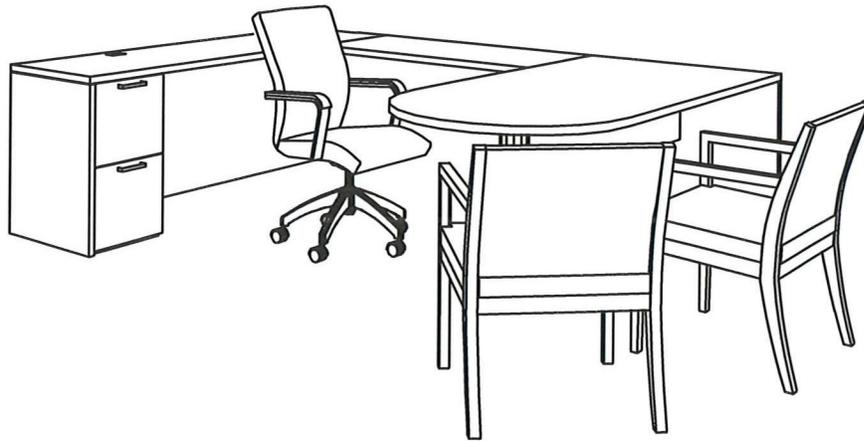


GM/Serv Consult/Sales 7-10

FELTUS HAWKINS DESIGN
1207A McGAVOCK STREET NASHVILLE, TN 37203 p. (615)320.1777 f. (615)320.1880



FELTUS HAWKINS DESIGN
1207A McGavock St. | 615.244.4328
Nashville, TN 37203 | www.fhdesign.com



Manager's Office- U shape

- 1 - 72"x30" Peninsula Desk with brushed nickel leg & frosted glass modesty panel
- 1 - 42"x22" Bridge
- 1 - 72"x22" Return Desk with (1) Box, Box, File Pedestal
- 1 - Pencil drawer
- 1 -Task Chair
- 2 -Guest Chairs

Totals (Varies Per Level Selected)
\$2,967.04 - \$4,101.27

Additional filing cabinets or wardrobe cabinets not included in price.

Scale: NTS

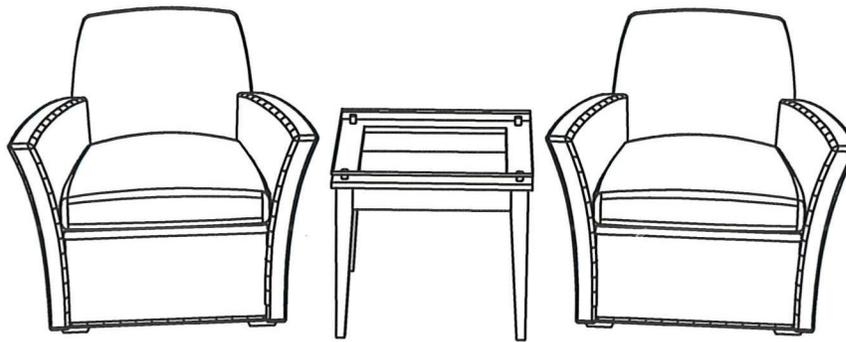
07.12.18



GM/Service Mgr/F&I 1-3



FELTUS HAWKINS DESIGN
1207A MCGAVOCK STREET NASHVILLE, TN 37203 p. (615)320.1777 f. (615)320.1880



Customer Lounge

- 4 - Fully Upholstered Lounge Chair
- 1 - 24" x 24" Square end table, cherry veneer with glass top

Totals (Varies Per Level Selected)
\$4,260.19 - \$8,533.96

Scale: NTS

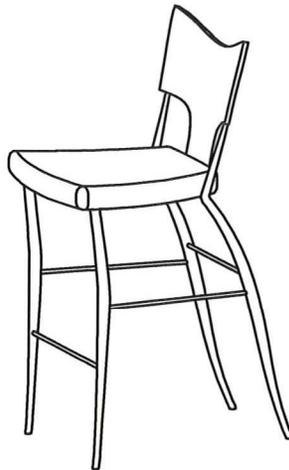
07.12.18



Customer Lounge

FELTUS HAWKINS DESIGN
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Cafe Lounge Seating

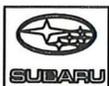
1 - Bar Stool with wood back, upholstered seat and brushed metal leg

Totals

\$412.73 - \$575.29

Scale: NTS

07.12.18

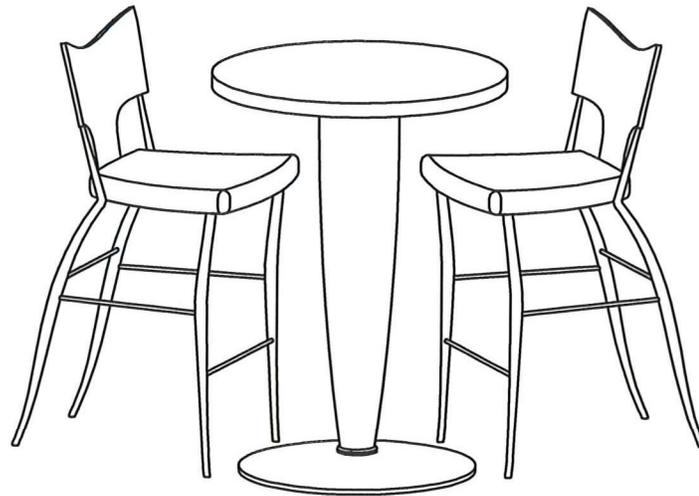


Customer Lounge



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NASHVILLE, TN 37203 | WWW.FHDESIGN.COM

FELTUS HAWKINS DESIGN
1207A MCGAVOCK STREET NASHVILLE, TN 37203 p. (615)320.1777 f. (615)320.1880



Cafe Lounge Seating

- 3 - Bar Stool with wood back, upholstered seat and brushed metal leg
- 1 - Cafe Table -bar height- with brushed & chrome leg, laminate top with wood edge

Totals

\$1,926.10 - \$2,202.30

Scale: NTS

07.12.18



Customer Lounge



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Seating

1 - Stool with upholstered seat and back and caster base.

Totals

\$388.23

Scale: NTS

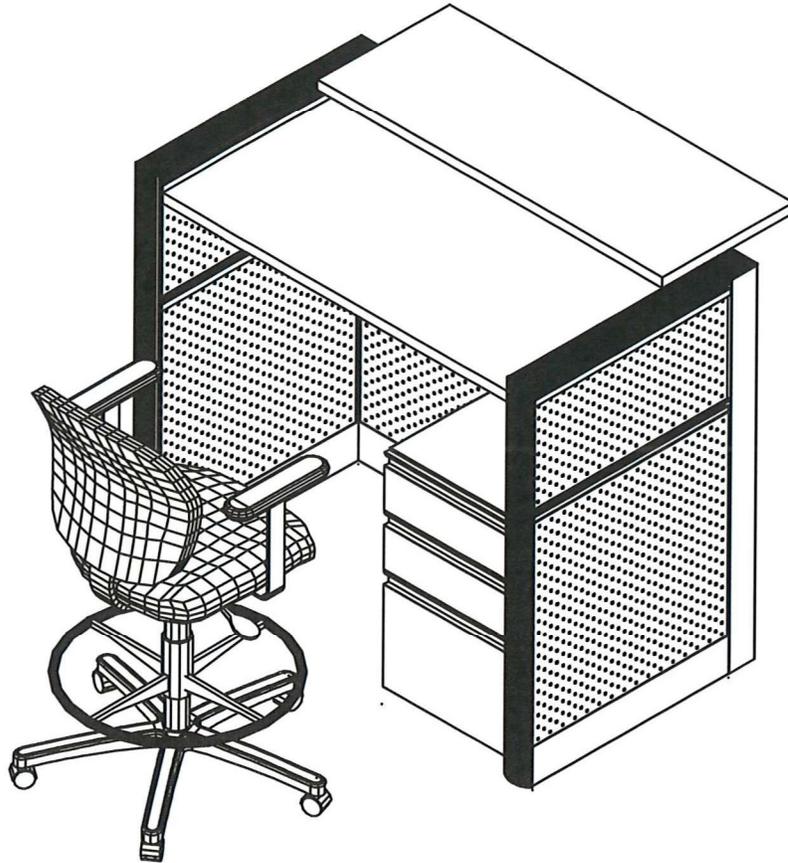
07.12.18



Retail & Tech Counters/Warranty/
Sales Mgr/BDC

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fh FELTUS HAWKINS DESIGN
1207A McGauveck St. | 615 244 4328
Nashville, TN 37203 | www.fhdesign.com



Service Advisor

- 1 - Stand-up height desk with transaction surface
- 1 - Box-box-file pedestal
- 1 - Stool with upholstered seat and back and caster base.

Total

\$2,182.58 - \$2,513.58

Estimates are non-powered stations. Power capabilities may be added for an additional charge. Widths available are 36", 42", 48", and 54" wide.

PRICE DOES NOT INCLUDE FREIGHT AND INSTALLATION

Scale: NTS

07.12.18



Service Write-Up/Express Write-Up



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1207A MCGAVOCK STREET NASHVILLE, TN 37203 p.(615)320.1777 f.(615)320.1880

Signature Facility Program, Phase II

Furnishings Options



FELTUS HAWKINS DESIGN

INTERIOR ARCHITECTURE | PLANNING | PROCUREMENT



SUBARU.

The Furnishings Options for the Signature Facility-Phase II include some options of furniture. Each option delivers a similar look that is appropriate for the concept, but with different levels of finishes and costs.

The following pages provide images, specifications and pricing for typical examples used throughout the facility. The specific design, layout, and specification for each Signature facility will be developed by F|H Design, in response to input from the dealership.



For additional information, please contact F|H Design at 615.320.1777:

Daniella Gatlin

dgatlin@fhdesign.com

Ext. 235

TYPICAL FURNITURE OPTIONS



Greeter and Offices



Showroom



Service Writeup



Lounge



Large Lounge- 350 SF

6- Lounge Chairs

1- End table

1- Cocktail table

1- Bar height café table

3- Bar height café stools

2- Customer Work Stations with chair



Medium Lounge- 230 SF

6- Lounge Chairs

2- End table

1- Bar height café table

3- Bar height café stools



Small Lounge- 160 SF

4- Lounge Chairs

1- End table

1- Bar height café table

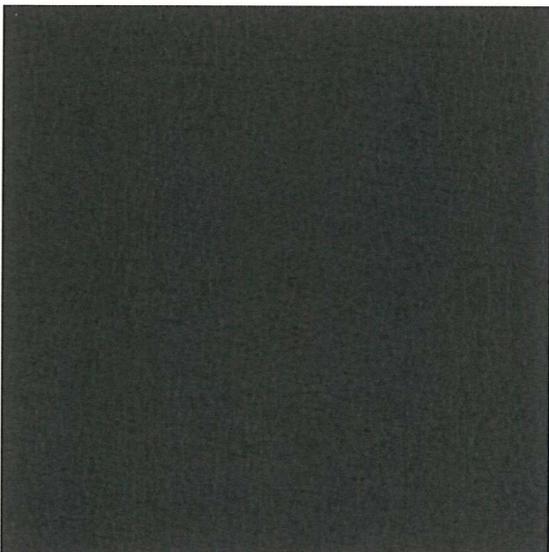
3- Bar height café stools



Guest Chair Upholstery
CF Stinson Jala Wave



Café Chair and Stool Upholstery
DesignTex Beam Indigo, Hold # 5119588



Task and Lounge Chair Upholstery
Catalina Black Leather
- OR -
Momentum Canter Onyx



Wood/Laminate Finish
OFS Brands Light Cherry
OR
Nevamar Blossom Cherry-
WC5581N
Wilsonart 7054-60 Wild Cherry



Custom Cherry Laminate Greeter and Credenza—

7' wide desk and credenza with bullnose edge and tempered glass transaction top with metal standoffs.

Brushed metal panels with black reveal, brushed metal base and accents on face of desk

Millwork drawings available upon request.

Open Peninsula Office

72" x 30" Peninsula Desk, 90" x 22" Bench Storage with lateral files and open storage, monitor arm, and 3 swivel chairs; Fits in standard 10' x 10' office - \$3,906*

**Lounge Office**

2 Loveseats, mobile stool, 96" x 22" working credenza, side table, 36" dia. mobile table, monitor arm; Fits in 12' x 10' office - \$5,938*

**First Office "Pulse" Casegoods**

Light Cherry Laminate Surface with Square Edge Detail, Satin Nickel Cylinder Base

Units available with wall-mounted shelves and monitor panel

“L” Shaped Configuration

72”x 30” Peninsula Desk,
42”x22” Return, and Over-
head Storage - \$2,660*

**“U” Shaped Configuration**

72”x30” Peninsula Desk,
42”x22” Bridge, 72”x 22” Cre-
denza, and Over-
head Storage -
\$3,999*

**OFS “Impulse” Casegoods**

Light Cherry Custom Wood Veneer with Square Edge Detail, Frosted Overhead Doors
and Modesty Panel with Matte Silver Frame, Satin Nickel Cylinder Base

Units available without overhead storage

*These casegoods are suggested for use in Dealer Office or Private Office
and are not suggest for use in high traffic sales offices.*

“L” Shaped Configuration

72”x 30” Peninsula Desk,
42”x22” Return, and Over-
head Storage - \$2,446*

**“U” Shaped Configuration**

72”x30” Peninsula Desk,
42”x22” Bridge,72”x 22” Cre-
denza, and Overhead Storage -
\$2,842*

**First Office “Pulse” Casegoods**

Light Cherry Laminate Surface with Square Edge Detail, Frosted Overhead Doors and Modesty Panel with Matte Silver Frame, Satin Nickel Cylinder Base

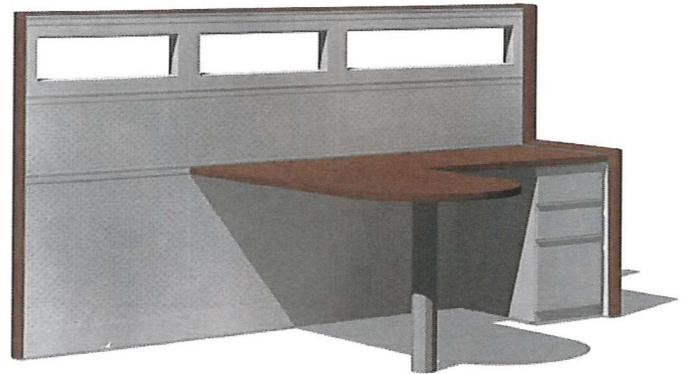
Units available without overhead storage

Sales Workstation (duplex) non-powered

Kimball Xsite 55" high systems furniture with glass, metallic silver painted, embossed tiles and wood trim 60" x 30" cherry laminate peninsula worksurface with metallic silver leg and 42"x 24" matching return worksurface with pencil drawer metallic silver box, box, file cabinets below worksurface

Also available with base power

\$3770*

**Service Advisors**

Kimball Xsite systems furniture with metallic silver painted and embossed tiles 42"x24" cherry laminate worksurface and transaction counter, cherry topcaps and finished ends, metallic silver mobile box/box/ file cabinet, plastic center drawer

Available in 36", 42", 48" and 54" wide units and as desk height units

Contact F|H Design for specific pricing

Estimate for 42" non-powered station - \$1862*



Option 1**Desk Chair-Faux Leather**

Sit On It "ReAlign" Chair - Swivel Tilt,
Faux Leather Upholstered Seat and Back,
Polished Aluminum Base - \$360*

27W x 27D x 39 1/2" H

**Option 2****Desk Chair-Faux Leather**

Keilhauer "Tom" Chair -
Arc Arms, Faux leather upholstered Seat
and Back, Black Frame and Base - \$785*

28W x 33D x 28H

**Option 3****Desk Chair-Mesh and Faux Leather**

SitOnIt "Focus" Chair - Swivel Tilt, Faux
Leather Upholstered Seat, Mesh Back.
Adjustable Arms, Polished Aluminum
Base - \$325*

27.3W x 25D x 35H



Option 1**Stool—Faux Leather**

Sit On It “ReAlign” Armless Task Stool -
Black Faux Leather Upholstered Seat and
Back, Black Base - \$388*

27W x 27D x 45.25” - 56.38” H

**Option 3****Stool—Faux Leather**

Sit On It “Focus” Armless Task Stool -
Black Faux Leather Upholstered Seat,
Mesh Back, Black Base - \$380*

27W x 27D x 45.25” - 56.38” H



Option 1**Guest Chair—Metal Frame**

Keilhauer “Also” Chair -Upholstered
Seat and Back, Nickel Frame - \$399*

Upholstery—CF Stinson Jala Wave
22.5W x 24D x 42H

**Option 2****Guest Chair—Casters**

Loewenstein “Cinque” Chair
Upholstered Seat, Aluminum Star Base on
Casters- \$665

Upholstery—CF Stinson Jala Wave
25.75W x 27.75D x 37.5H



*Priced as shown. A freight and installation quote will be provided at time of order.

Option 1**Guest Chair—Closed Back**

OFS “Aria” Chair -
Upholstered Seat and Back,
Light Cherry Wood Frame - \$591*
Upholstery—CF Stinson Jala Wave
22.75W x 20.5D x 33H

**Option 2****Guest Chair—Wood Back**

David Edward “Aussie” Chair
Upholstered Seat, Light Cherry Finish
Wood Frame - \$638
Upholstery—CF Stinson Jala Wave
22.5W x 25.25D x 33H



Option 1A**Lounge Chair**

Ideon "Composium Sharp"

Wood Feet with Medium Cherry Finish ,

-Black Faux Leather Upholstery - \$929*

-Black Leather Upholstery - \$1125*

31W x 28D x 34H

**Option 1B****Lounge Chair with Tablet Arm**

Ideon "Composium Sharp"

Wood Feet with Medium Cherry Finish ,

-Black Faux Leather Upholstery with Wood
Tablet Arm: \$1358*

-Black Leather Upholstery with Wood Tablet
Arm - \$1555*

31W x 28D x 34H

**Option 2****Lounge Chair**

Cabot Wrenn "Lisbon" - Fully Upholstered

Chair Upholstery - Black Leather - \$1863*

35W x 31D x 33H



Option 1**Coffee Table—Glass Top**

OFS “Travata” Magazine Table

Wood Base with Custom Cherry Finish, Glass Top with Brushed Metal Hardware -

-Rectangle Table \$670*

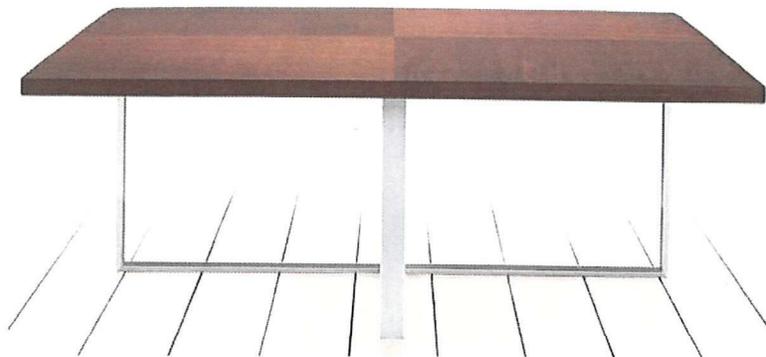
42W x 22D x 17H

**Option 2****Coffee Table—Wood Top**

Bernhardt B.6 Square Occasional Table

Brushed Nickel Base with Cherry Finish Wood Top - \$1,665*

42W x 42D x 15.5H



*Priced as shown. A freight and installation quote will be provided at time of order.

Prices subject to change. Brochure updated April 24, 2018

Option 1**Occasional Table—Glass Top**

OFS “Travata”

Wood Base with Custom Cherry Finish,
Glass Top with Brushed Metal Hardware -
\$546*

24Wx 24D x 22H

**Option 2****Occasional Table—Wood Top**

Bernhardt “B.6”

Brushed Nickel Base

Cherry Wood Finish Top - \$1082*

22W x 22D x 20.5H



Option 1**Bar Chair - “Parfait II”**

Leland “Parfait II”
Wood Back with Cherry Finish (22
Copper), Upholstered Seat, Sterling
Frame - \$447*

Upholstery—Designtex Beam Indigo
20.75W X 21.75D X 42.75H

**Option 2****Bar Chair - “Jaunt”**

Loewenstein Jaunt
Wood Back with Light Cherry Finish, Uphol-
stered Seat, Polished Chrome Frame - \$575*

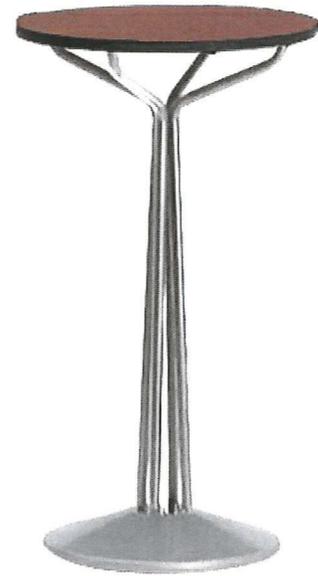
Upholstery—Designtex Beam Indigo
18.5W x 19.5D x 39.5H



Option 1**Bar Table—"Parfait"**

Leland "Parfait "
Sterling Dome Base, 30" Diam.
Laminate Top with Vinyl Edge -
\$688*

30D x 42H

**Option 2****Bar Table—"32000 Series"**

Loewenstein " 32000 Series"
with stainless disc base, 30" Dia
Laminate Top with Wood Edge -
\$490*

30D x 42H



*Priced as shown. A freight and installation quote will be provided at time of order.

Option 1**Cafe Chair—"Parfait II"**

Leland "Parfait II"
Wood Back with Cherry Finish (22 Copper),
Upholstered Seat, Sterling Frame - \$337*

Upholstery—Designtex Beam Indigo

18.5 W x 37.75H 25.5 SH

**Option 2****Café Chair - "Jaunt"**

Loewenstein "Jaunt"

Wood Back with Light Cherry Finish, Upholstered Seat, Polished Chrome Frame - \$554*

Upholstery—Designtex Beam Indigo

24W x 22D x 31H



Option 1**Cafe Table— “Parfait”**

Leland “Parfait”

Sterling Dome Base, 36” Diam. Lami-
nate Top with Vinyl Edge - \$805*

36D x 30H

**Option 2****Cafe Table— “40000 Series”**Loewenstein “ 40000 Series”
with stainless disc base, 36” Laminate Top
with Wood Edge - \$524*

36D x 30H



Community Table - "Impression"

Enwork Impression O-Leg

Silver Base Finish

Wild Cherry Laminate Top with Vinyl
Edge and USB/Outlet Power - \$706

30D x 72W x 42H

*Seated Height Also Available



Table Option 1**Kid's Play Table—"Little Marquette"**

Leland "Little Marquette"
Beveled Plywood Edge
Black Base, Copper Wood Finish - \$863*
36" Dia. x 25"H

**Table Option 2****Kid's Play Table—"Bola"**

Fixtures Furniture "Bola"
Silver Base, Wild Cherry Laminate Top-
\$319*
36" Dia. x 24"H



Chair Option 1**Kid's Chairs—"Little Marquette"**

Leland "Little Marquette"
Arc Shell with no cutout,
Black Base, Cobalt Shell - \$236*
16" W x 19" D x 28" H, 15" SH

**Chair Option 2****Kid's Ball Chairs—"Runtz"**

Safco "Runtz"
Black, Pink or Green Seat, Silver
base - \$143*
22 1/2" Dia. x 17" H





INTERIOR ARCHITECTURE | PLANNING | PROCUREMENT

1207A McGavock Street • Nashville, TN 37203 • 615-244-4328 • www.fhdesign.com



Custom Cherry Laminate Greeter and Credenza—
7' wide desk and credenza with bullnose edge and
tempered glass transaction top with metal standoffs.

Brushed metal panels with black reveal, brushed metal
base and accents on face of desk .

Millwork drawings available upon request.



SUBARU

Greeter and Credenza



Custom Cherry Laminate Cashier Desk —
7' wide desk with bullnose edge and tempered glass
transaction top with metal standoffs.

Brushed metal panels with black reveal, brushed metal
base and accents on face of desk.

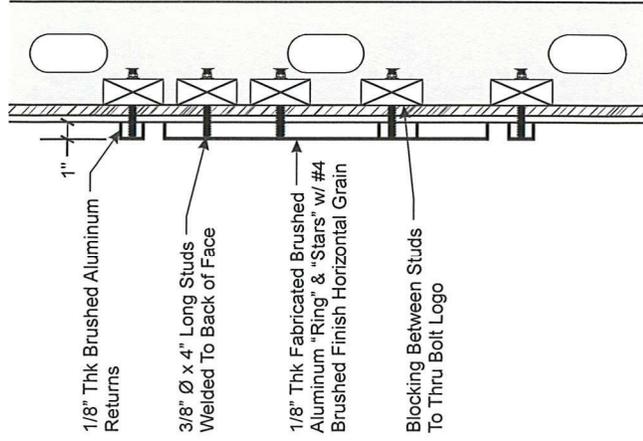
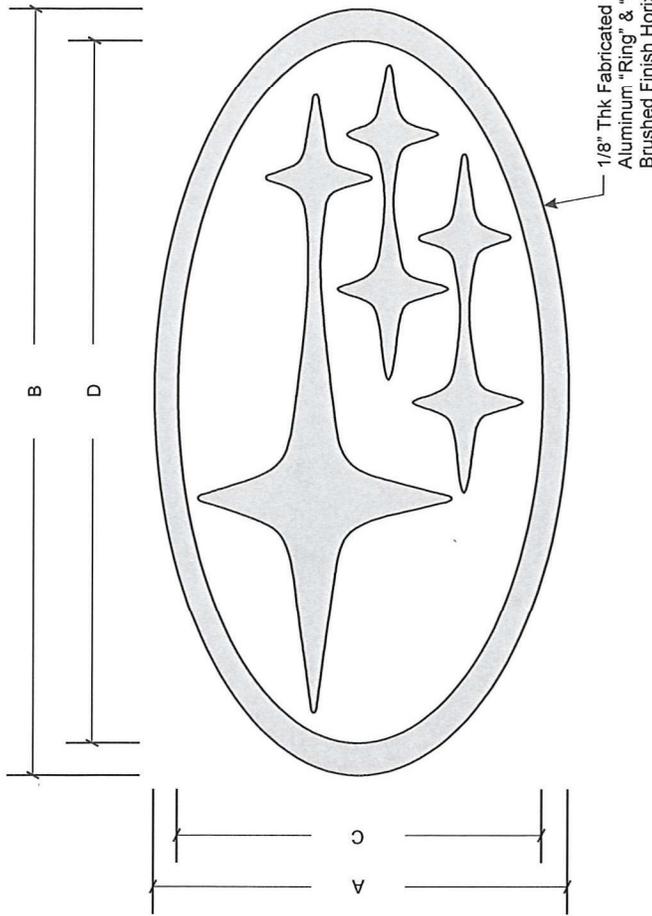
Millwork drawings available upon request.



SUBARU

Greeter / Cashier

Non-Illuminated Logo



| A | B | C | D |
|-----|----------|----------|---------|
| 53" | 98-3/4" | 46-1/2" | 90-1/2" |
| 48" | 89-7/16" | 42-3/16" | 82" |
| 36" | 67" | 31-5/8" | 61-1/2" |
| 24" | 44-3/4" | 21" | 41" |

Non-Illuminated Logo

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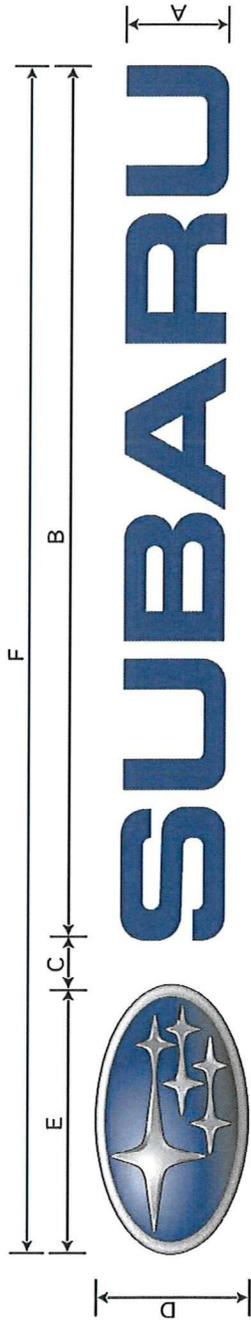
BY _____ DATE _____ REVISION _____

TITLE: Subaru ADDRESS: Subaru Various
 DWG BY: AFR DATE: 05.18.16 DWG NUM: A26649 SHEET: 1

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SUBARU

Channel Letter Schedule

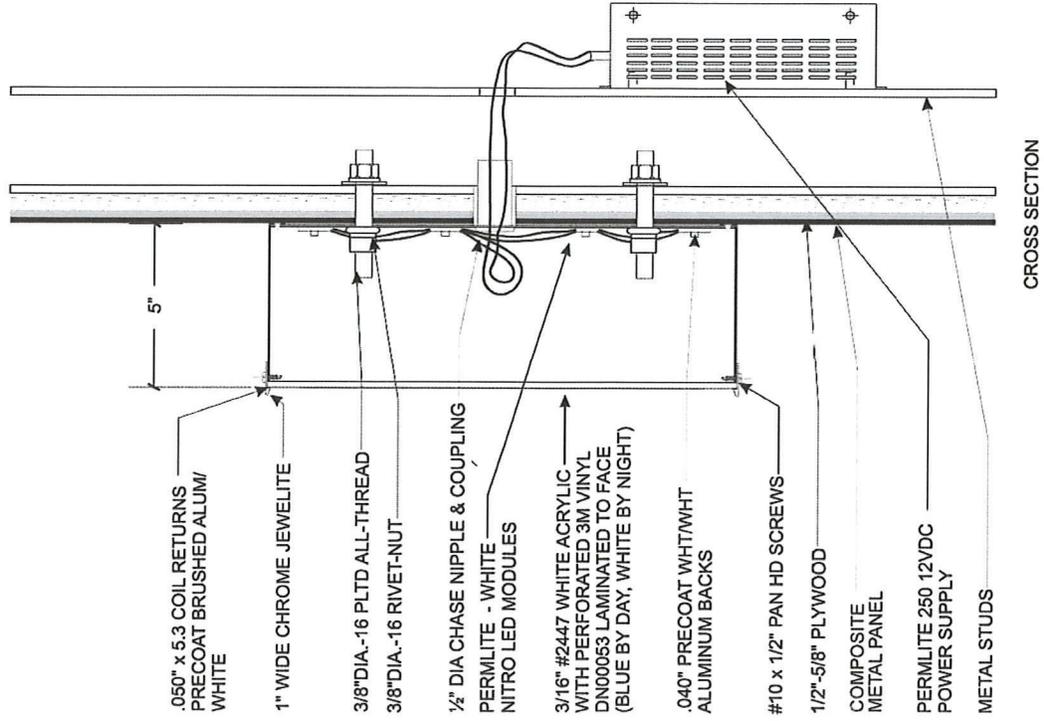
| A | B | C | D | E | F | ELECTRICAL LOADS | AMPS / CIRCUITS |
|-----|--------------------------|---------------------|-------|-----------------------|--------------------------|----------------------|--------------------------|
| 36" | 25' 7 ^{3/4} " | 14 ^{3/8} " | 4' 5" | 8' 2" | 35' 0 ^{1/8} " | 10.3 AMPS@ 120 VOLTS | (1) 20 AMP 120 VOLT CIR. |
| 24" | 17' 1 ^{1/4} " | 9 ^{5/8} " | 3' 0" | 5' 2 ^{1/2} " | 23' 0 ^{3/8} " | 6 AMPS@ 120 VOLTS | (1) 20 AMP 120 VOLT CIR. |
| 18" | 12' 9 ^{3/16} " | 7 ^{1/4} " | 2' 0" | 3' 5 ^{1/2} " | 16' 9 ^{15/16} " | 6 AMPS@ 120 VOLTS | (1) 20 AMP 120 VOLT CIR. |
| 14" | 9' 11 ^{11/16} " | 5 ^{5/8} " | 20" | 2' 10" | 13' 3 ^{5/16} " | 3 AMPS@ 120 VOLTS | (1) 20 AMP 120 VOLT CIR. |

BLUE DAY/WHITE NIGHT FACES
CHROME TRIM
METALLIC SILVER RETURNS

ILLUMINATED CHANNEL LETTER POWER SUPPLY.
ADEQUATE WIRING ACCESS INSIDE BLDG. WALL
REQUIRED FOR INSTALLATION.

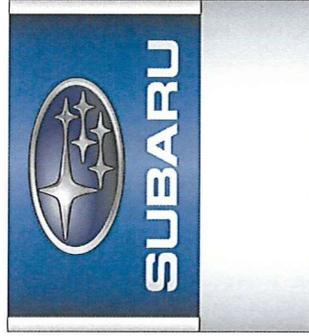
STANDARD LETTER NOTES:

1. Sufficient Primary Circuit In Vicinity Of Sign By Others.
2. Letter To Letter Wiring And Final Primary Hook-up By Sign Installer, Where Allowed By Local Codes.
3. Sign Shall Be U.L. Listed.
4. Mounting Hardware By Sign Installer.
5. Full Size Drilling Template Furnished With Sign.



CROSS SECTION





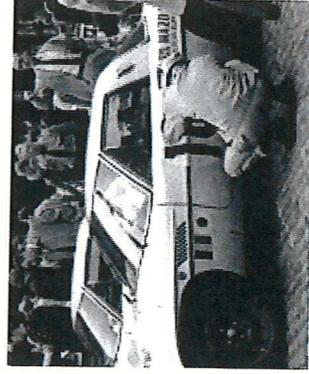
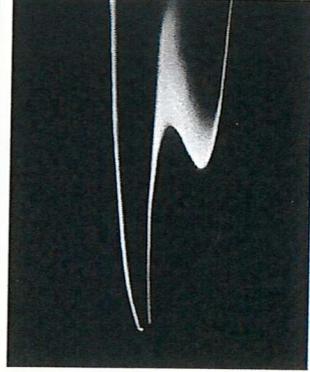
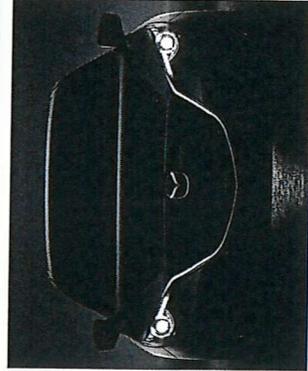
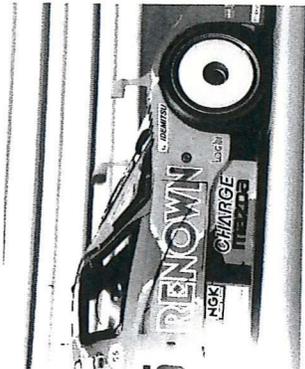
M65
6' 4" H X 11' 1"
X 8' 10" OAH



M50
5' 7-1/2" H X 9' 11"
X 8' 1-1/2" OAH



M30
4' 4" H X 7' 10"
X 6' 10" OAH



PROTOTYPE

RE-1 IMAGE PROGRAM - DESIGN INTENT DOCUMENTS

NAPLETON MAZDA OF ARLINGTON HEIGHTS
ARLINGTON HEIGHTS, IL

APRIL 2018



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EXTERIOR RENDERING
 INTERIOR RENDERINGS
 INTRODUCTION AND PHILOSOPHY
 DESIGN PROCESS AND GUIDELINES

NOTE

NOT ALL ITEMS INCLUDED ON THIS PAGE ARE ALWAYS CONTAINED WITHIN THE DESIGN INTENT DOCUMENTS. CONSULT THE ATTACHED PLANS AND SPECIFICATIONS TO DETERMINE THE EXTENT OF ACTUAL DESIGN ELEMENTS THAT ARE UTILIZED.

*INDICATES DRAWING WILL BE SITE SPECIFIC WHERE APPLICABLE AND BASED ON ONSITE SURVEY COMPLETED. SEE ADDITIONAL NOTES PER SHEET.

ALL OTHER SHEETS ARE PROTOTYPICAL SHEETS.

GENERAL NOTES

THE PURPOSE OF THESE DRAWINGS IS TO CONVEY THE DESIGN INTENT AND FINISH MATERIAL SPECIFICATIONS ONLY. THEY ARE NOT TO BE USED TO OBTAIN BUILDING PERMITS OR FOR ACTUAL CONSTRUCTION OF THE PROJECT. COMPLIANCE WITH LOCAL BUILDING ORDINANCES, FIRE REGULATIONS, ZONING CODES AND ADA REGULATIONS IS BEYOND THE SCOPE OF THESE DOCUMENTS.

THE PROPOSED DESIGN SOLUTION MAY REQUIRE MODIFICATIONS BECAUSE OF JOB SPECIFIC INFORMATION REGARDING GRADING, UTILITIES, EASEMENTS, SETBACKS, WATER RETENTION, AND SITE ACCESS. ALL STRUCTURAL MODIFICATIONS MUST BE CAREFULLY ANALYZED BY A LICENSED STRUCTURAL ENGINEER AND MODIFIED/DESIGNED AS REQUIRED.

COMPLIANT CONSTRUCTION DOCUMENTS ARE TO BE PREPARED BY LICENSED PROFESSIONALS WHO ARE WILLING TO ACCEPT RESPONSIBILITY FOR PROPER APPLICATION OF THESE INTENT DOCUMENTS.

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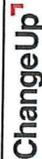
NAPLETON MAZDA OF ARLINGTON HEIGHTS

PROJECT NO. MAZ0201.03

CHECKED CU

DATE APR '18

SCALE NONE



53 Park Ave., Dayton, OH 45419
 Phone: 844-994-7700
 These drawings are for communication of design intent only. These drawings are to specify size, shape, color, texture and proportions, and are not to be used as fabrication drawings.

DRAWING TITLE

INDEX

DWG NO.

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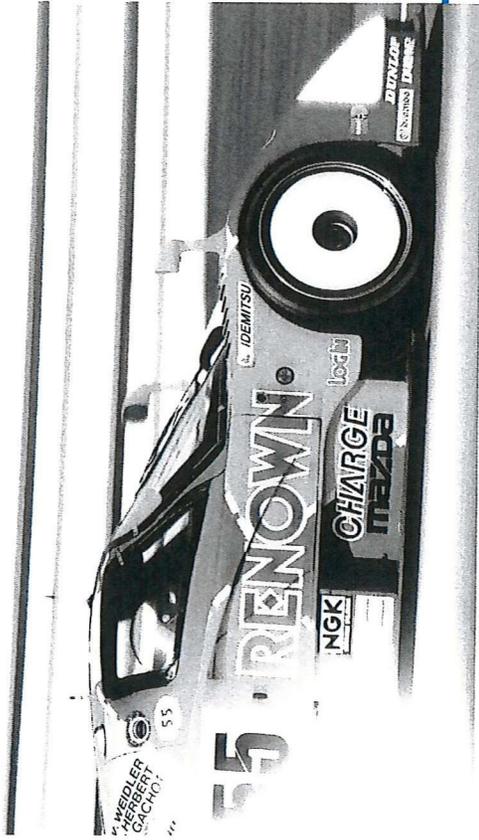
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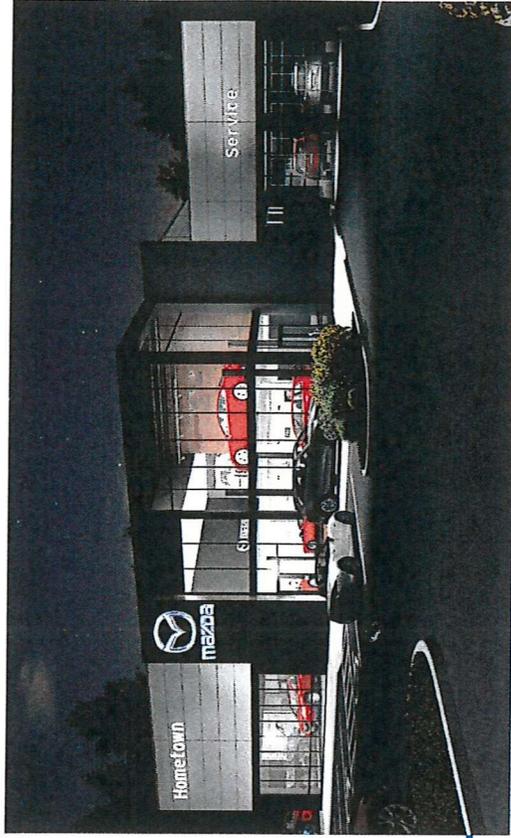


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|  | PROJECT NO. MAZ0201.03 | CHECKED CU | DATE APR '18 | REVISED | SCALE Not to Scale | ChangeUp⁷ <small>These drawings are for representation of design intent only. These drawings are to specify size, shape, color, features and proportions, and are not to be used for fabrication drawings.</small> | 53 Park Ave. Dayton, OH 45419 Phone: 846.841.700 | DRAWING TITLE INTERIOR RENDERING | DWG NO. |
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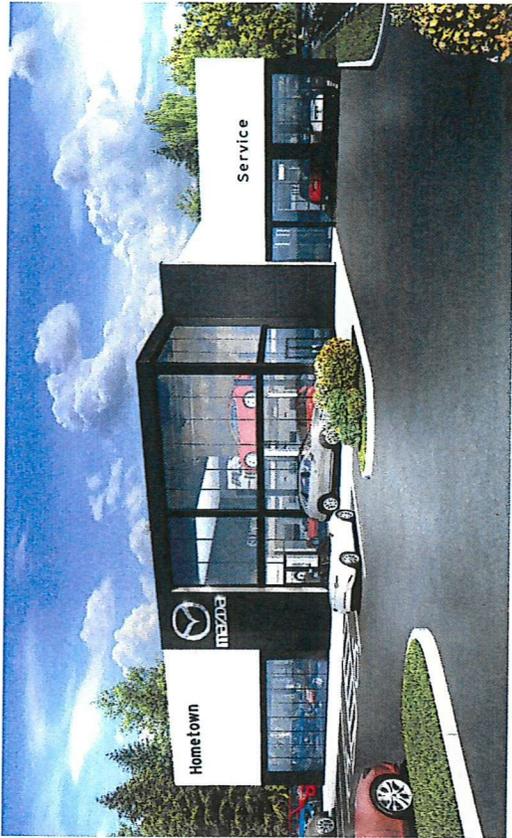
An Alternative to Premium

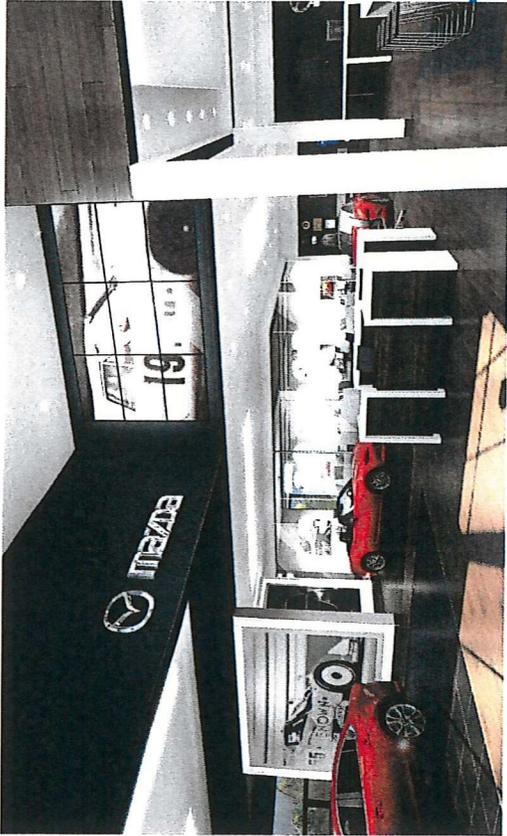
At Mazda, we make some of the most dynamic automobiles that you'll find on the road today. We are in the middle of revolutionizing our line of vehicles that will compete against the best the automotive industry has to offer in terms of performance, style, technology and comfort. We have an energetic, differentiated facility to display our vehicles in the Retail Evolution Program. But it's time to kick it up a notch. The Mazda Brand is growing up, it's time to rev up retail again



Exterior – Retail Evolution Prototype

The Retail Evolution 1 Program should look very familiar. The Retail Evolution program has a lot of positive attributes. It stands out on the curb on automotive row, and it's as dynamic now as it was then. We've modified it slightly to appeal to a more alternative to premium customer. The corrugated metal has been replaced with a smooth metal panel. The drive canopy has been deleted and the colors have been carefully modulated to give a more premium appeal. Heavy use of black, white and natural wood frame the Jewel Box and simplify the previous standard. Blue and orange have been deleted from the program.





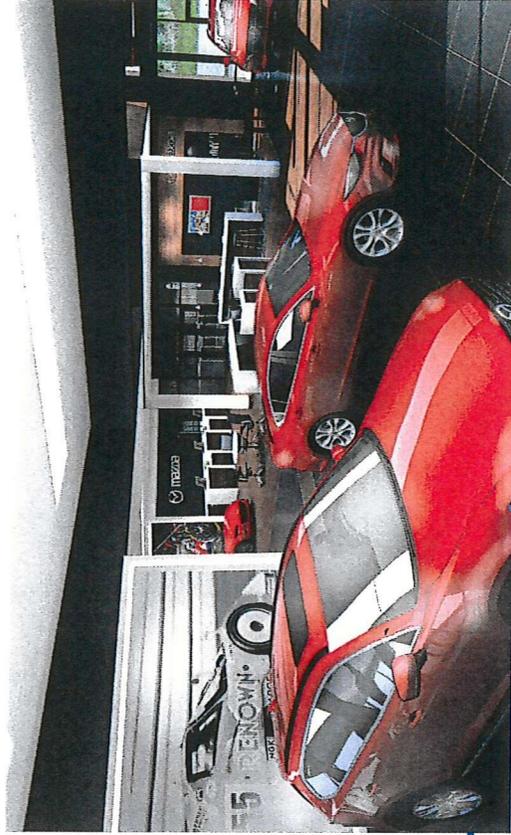
Entry

A large bank of video screens adds a flicker of activity from outside drawing the customer into a bold open entryway where a concierge desk greets customers and anchors the technology enabled Customer Lounge. Consultation stations no longer extend throughout the facility but are placed together beyond the gallery showrooms.

Close attention has been paid to keeping a consistent design language, which is brought to life through visual hierarchy and purposeful story telling devices.

Showrooms

The Showrooms have been divided into Studios which celebrate the vehicles. Large black and white graphics of Mazda milestones adorn the walls of the Studios. Special lighting techniques, flooring and vehicle positioning showcase the cars as if on display in a gallery. Overall the Showroom remains very neutral in color with black, white and a warm wood ceramic taking center stage. The signature vehicle lift is still positioned inside the Jewel Box. Everything comes together to create a more premium customer experience.



Customer Lounge

The Customer Lounge remains centrally located and comfortable with quick access to the Greeter, the Showroom, Sales, and Service Write-Up. Incorporated technology keeps customers informed on service and wait times, along with providing entertainment. Other amenities include a self-serve beverage station, comfortable chairs and access ports for personal electronics.



Consultation

The Consultation Stations have been reconfigured to create a more premium experience for our customers and guests. Sales managers sit alongside sales consultants in an area that, although separated by glass panels, is open and airy. Black and white prints of milestone Mazdas are used in each office. Clean-lined furnishings have been selected to emphasize the idea of premium.





Service Write-Up

It is important to make the connection between sales and service, so the function of Service Write-Up has been included into the showroom volume of space. This acts to place the same emphasis on service as on sales which reinforces the fact that Mazda stands behind the products they sell and brings the customer back to the same space in which they bought their vehicle.

The write-up area is readily accessible to the Customer Lounge, Parts, and Accessories area while having a look the integrates the space into a gallery like environment.

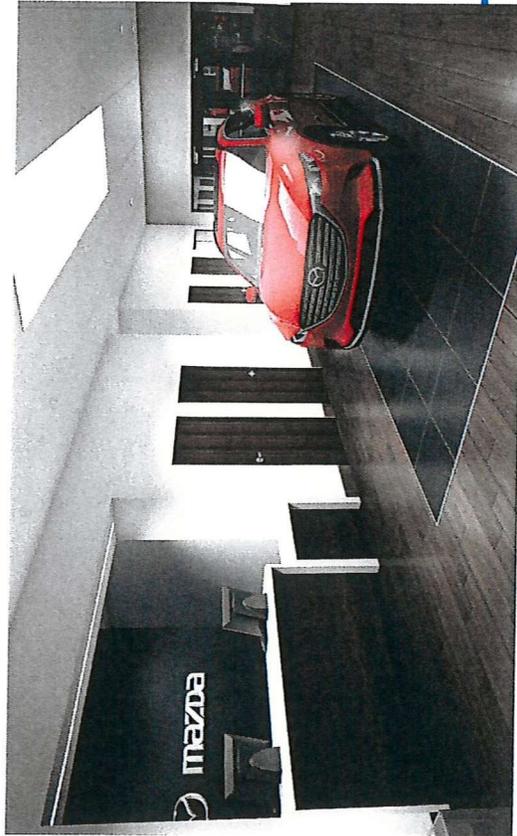
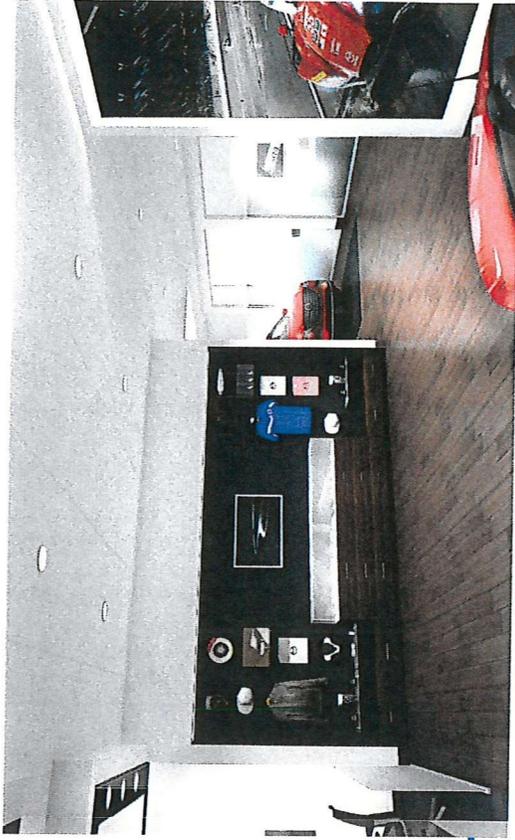
Boutique – Merchandise

The Parts and Accessories areas are a big part of the facility redesign with a more premium aesthetic in mind. It is not the intent to display multiples of each item. Ideally, featured parts and accessories are displayed in vignettes, with stocked items being housed within the fixtures below or in the Parts Department. Both wall and floor displays are leveraged, creating a flexible system that can be placed in multiple configurations to create a store-within-a-store. The Checkout Desk is now incorporated for convenient access within the Boutique area.



Boutique – Destination

Products and accessories are meant to be displayed together in vignettes around a large graphic focal to tell a uniquely Mazda story and draw the customer through the gallery and into the Boutique area.



Accessory Vehicle

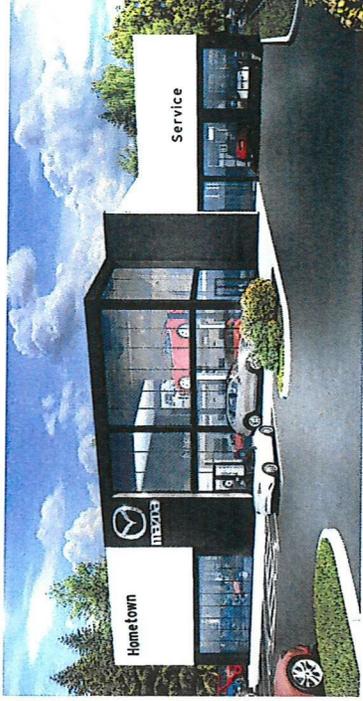
Continuing the feel of the gallery, this display area uses the same lighting techniques, flooring and vehicle positioning to create inspiration, which showcases all of the available vehicle options. Again, emphasizing the alternative to premium experience.



MAZDA RETAIL EVOLUTION

Steps prior to breaking ground:

- 1** ChangeUp will review the Design Intent Document (DID) with the Dealership. Architect and/or General Contractor are welcome and encouraged to attend meeting. ChangeUp will review the "next steps".
- 2** Dealer's Architect will prepare the preliminary plans based on the DID renderings and plans, including:
 - Site plan
 - Exterior building elevations
 - Floor plan(s)
 - Building sections
- 3** Dealer's Architect will send the "30% completion plans" to ChangeUp within 6 months of application date for review and acquire the preliminary approval (confirmation that Mazda Retail Evolution criteria is being met).
- 4** Dealer/Dealer's Architect/General Contractor will present the approved preliminary plans to the required government review boards to secure necessary approvals for the project.
- 5** The Design Review Board approves the project.
- 6** Dealer's Architect will continue with construction documentation and provide a 60% completion set of documents to ChangeUp for review, and will include any comments/refinements from the 30% review.
- 7** Dealer's Architect will forward the Final Construction Documents (100% plans) to ChangeUp for final review. CD's to include the following:
 - Title Sheet
 - Building Details
 - General Notes & Code Data
 - Interior Elevations
 - Architectural Site Plan & Details
 - Reflected Ceiling Plans
 - Floor Plans
 - Door Schedule & Partition Types
 - Enlarged Floor Plans as required
 - Window Types
 - Roof Plan
 - Finish Schedule
 - Exterior Building Elevations
 - Floor Finish Plans
 - Building Sections
 - FF & E Plans
 - Stair Sections
- 8** ChangeUp will provide the final "Letter of Compliance".
- 9** The Dealer's Architect will submit the approved Final Building Documents/Construction Documents to the appropriate government agencies for plan check review in order to get building permits and/or government approval.
- 10** The City will then issue a building permit.
- 11** Construction begins!



PARTNERS FOR KEY ELEMENTS

AGI -

Exterior Signs
(865) 692-1242 x.232 or 257
www.agisign.com

Bendpak -

Lift at Level Box
(805) 933-9970 x 109
www.bendpak.com

EWI Worldwide -

Graphics - small and large & dimensional Logos
Fixtures - dealer has option to build/install fixtures per "F" Sheets or purchase through EWI Worldwide.
(949) 614-7191
www.ewiworldwide.com

Haworth -

Furniture
Leslie Levinski, Director of Strategic Accounts
(949) 424-9340, Leslie.levinski@haworth.com
www.haworth.com

Four Winds Interactive Inc.-

Digital Screens & Content
Alison Rank, National Sales Manager
3012 Huron Street, Denver, Co 80202,
w: (720) 389-3580, m: (303) 517-1090
arank@fourwindsinteractive.com
www.fourwindsinteractive.com



MAZDA
RETAIL EVOLUTION
IMAGE PROGRAM

PROJECT NO.
MAZ0000.000

CHECKED
CU

DATE
JUN '17

REVISED

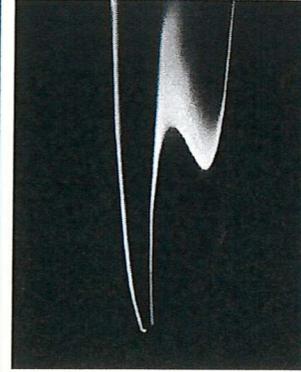
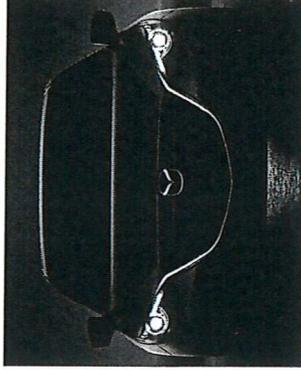
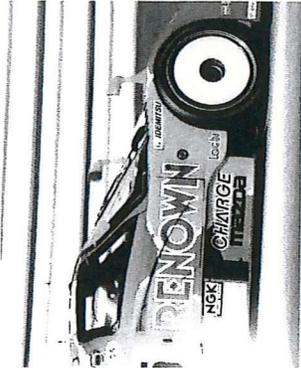
SCALE

ChangeUp⁷
53 Park Ave | Dayton, OH 45419
Phone: 844.804.7700

DRAWING TITLE
RETAIL EVOLUTION

DWG NO.
G

These drawings are for communication of design intent only. These drawings are to specify size, shape, color, features and proportions, and are not to be used as fabrication drawings.

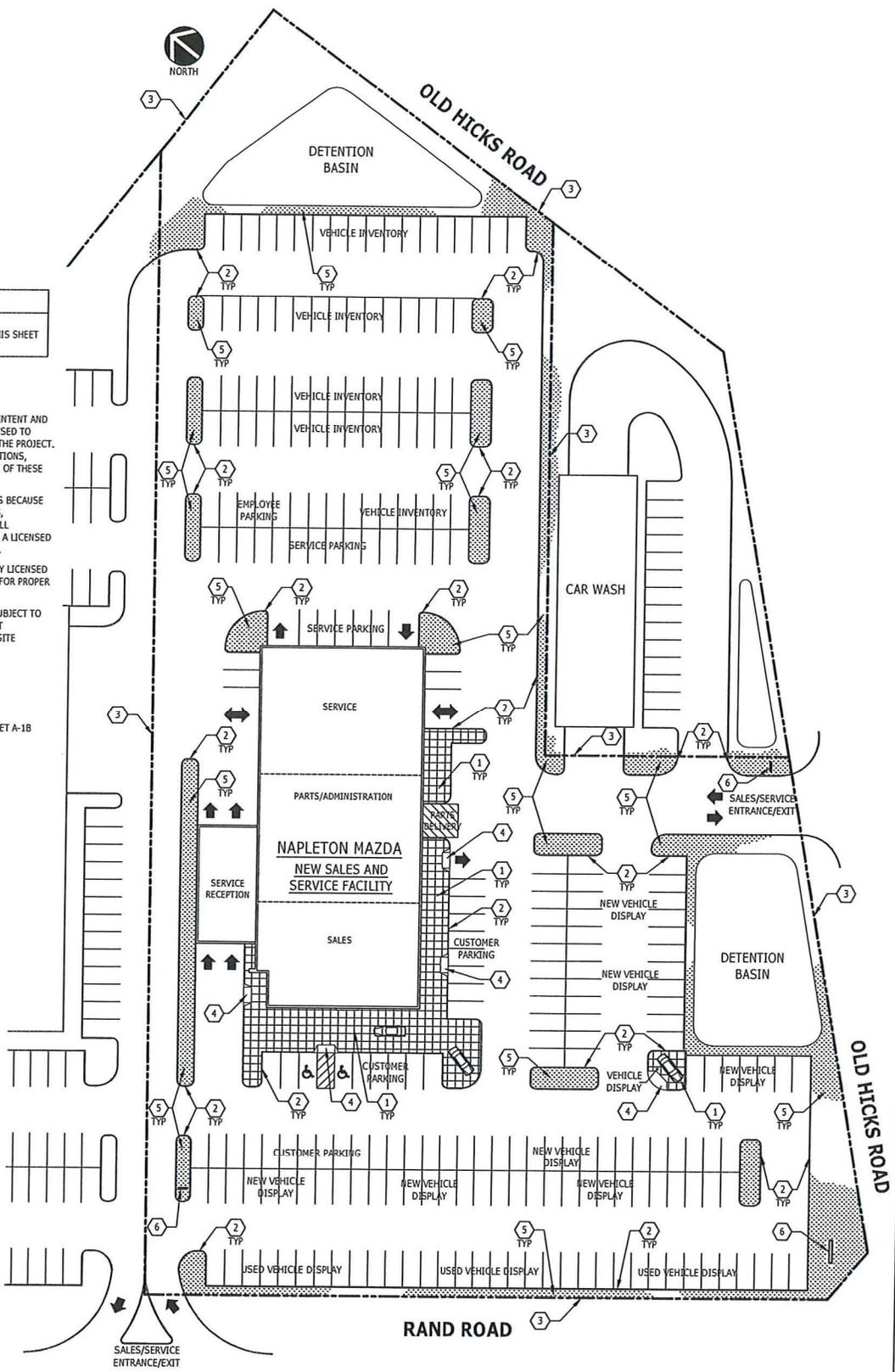


PROTOTYPE

RE-1 IMAGE PROGRAM - ENVIRONMENTAL DESIGN INTENT DOCUMENTS



CUT THIS PART OUT



LEGEND

Ⓝ NOTE DESIGNATOR - REFER TO DRAWING NOTES ON THIS SHEET

GENERAL NOTES

- A. THE PURPOSE OF THESE DRAWINGS IS TO CONVEY THE DESIGN INTENT AND FINISH MATERIAL SPECIFICATIONS ONLY. THEY ARE NOT TO BE USED TO OBTAIN BUILDING PERMITS OR FOR ACTUAL CONSTRUCTION OF THE PROJECT. COMPLIANCE WITH LOCAL BUILDING ORDINANCES, FIRE REGULATIONS, ZONING CODES AND ADA REGULATIONS ARE BEYOND THE SCOPE OF THESE DOCUMENTS.
- B. THE PROPOSED DESIGN SOLUTION MAY REQUIRE MODIFICATIONS BECAUSE OF JOB SPECIFIC INFORMATION REGARDING GRADING, UTILITIES, EASEMENTS, SETBACKS, WATER RETENTION AND SITE ACCESS. ALL STRUCTURAL MODIFICATIONS MUST BE CAREFULLY ANALYZED BY A LICENSED STRUCTURAL ENGINEER AND MODIFIED/DESIGNED AS REQUIRED.
- C. COMPLIANT CONSTRUCTION DOCUMENTS ARE TO BE PREPARED BY LICENSED PROFESSIONALS WHO ARE WILLING TO ACCEPT RESPONSIBILITY FOR PROPER APPLICATION OF THESE INTENT DOCUMENTS.
- D. ALL SIGNAGE IS SHOWN FOR DESIGN INTENT ONLY. APPROVAL SUBJECT TO LOCAL JURISDICTION. CONTACT REGIONAL DEALER DEVELOPMENT DEPARTMENT FOR INFORMATION ON SIGNAGE PROGRAM AND ONSITE SIGNAGE SURVEY.
- E. SEE SHEET A-1C FOR SITE LIGHTING DESIGN CRITERIA.
- F. SEE SHEET A-6 FOR BUILDING GRAPHICS LOCATIONS.
- G. SITE SIZE = 3.78 ACRES
- H. [Hatched Box] INDICATES GREEN SPACE/LOW LANDSCAPING. SEE SHEET A-1B FOR PROTOTYPE LANDSCAPE PLAN

DRAWING NOTES

- 1. CONCRETE PAVING WITH 4'-0" X 4'-0" JOINT PATTERN WITH ELEV +6" ABOVE ADJACENT PAVED AREAS.
- 2. 6" HIGH CONCRETE CURB.
- 3. PROPERTY LINE.
- 4. PROVIDE RAMPED SIDEWALK FOR ACCESSIBLE ENTRY AND VEHICLE ACCESS.
- 5. SUGGESTED LANDSCAPE LOCATIONS. ALL LAYOUTS TO BE DESIGNED BY A LICENSED PROFESSIONAL.
- 6. SIGNAGE. REFER TO MNAO/AGI SIGNAGE BRAND BOOK FOR DIRECTIONAL AND PYLON SIGN REQUIREMENTS.
- 7. NOT USED.



NAPLETON MAZDA OF ARLINGTON HEIGHTS
ARLINGTON HEIGHTS, IL

PROJECT NO.
MAZ0201.03

CHECKED
CU

DATE
APR '18

REVISIONS
SCALE
1" = 40'-0"

ChangeUp⁷

23 Park Ave., Elgin, IL 60120
Phone: 844-854-7700

DRAWING TITLE

SITE PLAN

DWG NO.

A-1

These drawings are for communication of design intent only. These drawings are to specify size, shape, color, texture and proportions, and are not to be used as fabrication drawings.

CUT THIS PART OUT

GENERAL LANDSCAPE CRITERIA

1. PLAN SHOWN IS BASIC DESIGN CONCEPT ONLY. PLANT SIZES AND SPACING SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. A FINAL LANDSCAPE PLAN SHOULD REFLECT SPECIFIC DESIGN CRITERIA WHERE APPLICABLE. THE FINAL PLAN SHOULD INCLUDE ANY LOCAL JURISDICTION REQUIREMENTS FOR BUFFER YARDS, SCREENING, STREET TREES AND OTHER LANDSCAPING REQUIREMENTS.
2. LANDSCAPE SITE IRRIGATION SHOULD BE CONSIDERED; ESPECIALLY WITHIN ACCENT FLOWER BED AREAS.
3. PLANT MATERIALS SELECTED SHOULD MEET SUITABILITY REQUIREMENTS SUCH AS:
 - A) HARDINESS FOR LOCATION - INCLUDING SITE SPECIFIC MICROCLIMATE, SOIL CONDITIONS, ETC.
 - B) AVAILABILITY - USE ONLY LOCAL GROWERS/SUPPLIERS, USE OF INDIGENOUS PLANTS PREFERRED.
 - C) SUITABILITY - PLANT MATERIALS SHOULD BE WELL SUITED FOR THEIR INTENDED USE.

DRAWING KEY NOTES

1. COLORFUL ANNUAL, PERENNIAL OR UPRIGHT ORNAMENTAL GRASS ACCENT PLANTS. FLOWER COLORS SHOULD BE WHITE OR PALE COLORS THAT WILL NOT CONTRAST WITH VARYING VEHICLE COLORS.
2. LOW INTERIOR PARKING ISLAND PLANTINGS; USE DECORATIVE GRAVEL MULCH; SLIGHTLY MOUND ISLANDS AT 1" PER 12" RUN.
3. SOO ALL LAWN AREAS WITHIN PROJECT LIMITS NOT CONTAINING PLANT BEDS OR PAVEMENT.

SPECIFIC CRITERIA

SHRUBS:
 THE COLOR OF FLOWERS, BERRIES AND FALL FOLIAGE SHOULD NOT CLASH WITH THE COLOR OF THE BUILDING OR OTHER PLANTS ON THE SITE. SHRUBS SHOULD BE TRIMMED TO FOLLOW THE NATURAL FORM OF THE PLANT; SEVERELY SHEARED SHAPES ARE TO BE AVOIDED. PLANTS SHOULD BE ALLOWED TO GROW TOGETHER AND APPEAR AS A MASS INSTEAD OF AS INDIVIDUAL SHRUBS, THUS REDUCING MAINTENANCE. SPACE PLANTS BY THE EXPECTED MATURE SPREAD OF THE PLANT RATHER THAN THE SIZE OF THE PLANT WHEN IT IS INITIALLY INSTALLED. SET SHRUBS A MINIMUM OF 3 FEET FROM OTHER SITE STRUCTURES - WALLS, WALKS OR CURBS. A SINGLE ROW OF SHRUBS SHOULD BE AVOIDED WHEN ADEQUATE SPACE EXISTS TO ESTABLISH A MORE VARIED PLANTING. SELECT PLANTS WITH A GROWTH HABIT THAT WILL NOT INTERFERE WITH BUILDING FUNCTIONS BY BLOCKING WINDOWS, DOORS OR BY DAMAGING THE FOUNDATION.

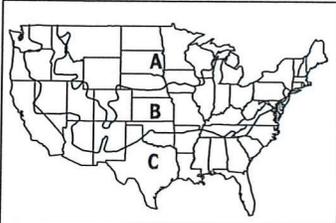
PARKING LOT PLANTS:
 AVOID USING TREES WITHIN THE PARKING LOT, UNLESS REQUIRED, TO AVOID ANY DAMAGE TO VEHICLES FROM TREE LITTER, SAP, ETC. USE ONLY SHRUBS THAT WILL NOT GROW TOO LARGE, THUS BECOMING A MAINTENANCE PROBLEM. SET ANY PLANT MATERIALS WHERE HEAD-IN PARKING OCCURS 5 FEET OFF THE CURB. ANY STIFF BRANCHED, FRUITING, OR PLANTS WITH THORNS THAT CAN DAMAGE VEHICLES ARE STRICTLY PROHIBITED. GROUND COVERS SHOULD BE ABLE TO WITHSTAND OCCASIONAL FOOT TRAFFIC AND HARSH CONDITIONS.

ENTRY ACCENT PLANTING:
 USING ADDITIONAL LANDSCAPING TO ACCENT SITE ENTRIES MAY BE APPROPRIATE. LANDSCAPE MATERIALS MUST NOT BLOCK VEHICULAR SIGHT LINES AT THESE ENTRIES AND EXITS. LANDSCAPE BEDS PLACED AROUND SECONDARY SIGNAGE AT THESE ENTRIES ARE ENCOURAGED. ACCENT LIGHTING SHOULD BE COORDINATED WITH THE PLANTING.

SHADE / STREET TREES:
 SHADE TREE BRANCHES SHOULD HAVE A MINIMUM CLEARANCE OF 10 FEET FROM THE GROUND SURFACE AND SHOULD AVOID INTERFERENCE WITH OVERHEAD OR UNDERGROUND UTILITIES. IT IS RECOMMENDED THAT TREES BE PLANTED A MINIMUM OF 4 FEET FROM THE EDGE OF ROADS, SIDEWALKS OR OTHER PAVEMENTS. TREES SHOULD BE ONLY IN THOSE AREAS WITH ADEQUATE ROOM FOR GROWTH OF THE TREE. AVOID PLANT MATERIALS THAT HAVE FRUITS, NUTS, DRIP, SAP, OR MAY PRODUCE EXCESSIVE LEAF DEBRIS.

LEGEND

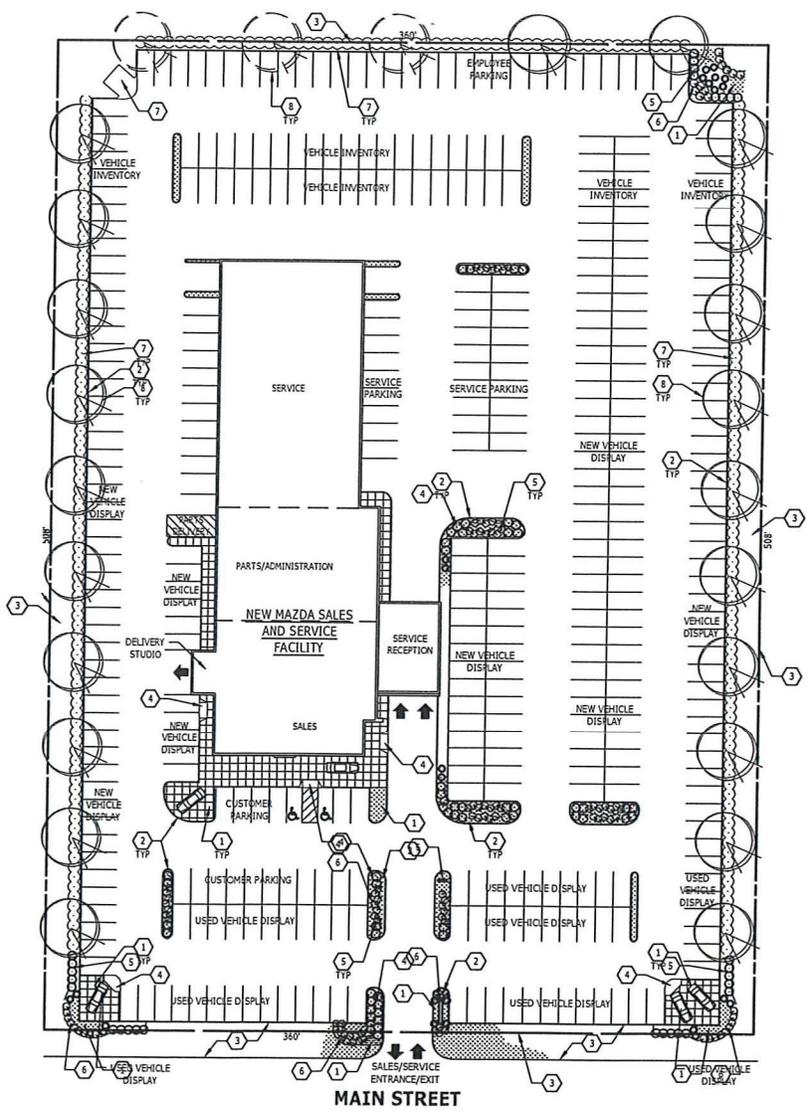
| | |
|---|--|
| 7 | NOTE DESIGNATOR - REFER TO DRAWING NOTES ON THIS SHEET |
|---|--|



REGION MAP

PLANT TYPES PER REGION

| DRAWING KEY NOTE | GENERAL CHARACTERISTICS | A | B | C |
|------------------|--|---|---|---|
| 4 | LOW SPREADING EVERGREEN SHRUB | WHITE PIGNY FALSIFYPRESS - Chamaecyparis patens 'White Pinyon' | WHITE PIGNY FALSIFYPRESS - Chamaecyparis patens 'White Pinyon' | WHITE PIGNY FALSIFYPRESS - Chamaecyparis patens 'White Pinyon' |
| 5 | MEDIUM HEIGHT EVERGREEN SHRUB | DENSE YEW - Taxus media densiformis | DENSE YEW - Taxus media densiformis | OLD GOLD JUNIPER - Juniperus chinensis 'Old Gold' |
| 6 | FINE LEAF TEXTURE, ROUNDED SHRUB WITH SEASONAL COLOR | SNOWHOUND SPIREA - Spirea japonica 'Snowmound' | SNOWHOUND SPIREA - Spirea japonica 'Snowmound' | SPREADING LANTANA - Lantana a 'Cream Carpet' |
| 7 | OPTIONAL EVERGREEN SCREENING SHRUB | DARK GREEN SPREADER - Taxus media 'Dark Green Spreader' | DARK GREEN SPREADER - Taxus media 'Dark Green Spreader' | DARK GREEN SPREADER - Taxus media 'Dark Green Spreader' |
| 8 | HIGH BRANCHED, UPRIGHT SHAPED SHADE OR STREET TREE | SKYLINE LOCUST - Gleditsia triacanthos inermis 'Skyline' | SKYLINE LOCUST - Gleditsia triacanthos inermis 'Skyline' | CIDER GUM - Eucalyptus gunnii |
| | OPTIONAL HARDWOOD SHADE TREE OR PER LOCAL CODES, IF REQUIRED | RED MAPLE - Acer rubrum 'Red Sunset' | RED MAPLE - Acer rubrum 'Red Sunset' | SCISSOR GRASS - Elymus glaucus |



| | | | | | | | | | | |
|--|---|-------------|---------|---------|---------|-----------|--|--|----------------|----------|
| | MAZDA RETAIL EVOLUTION IMAGE PROGRAM | PROJECT NO. | CHECKED | DATE | REVISED | SCALE | | 20 Park Ave., Shelton, CT 06484 Phone: 860.481.7700 | DRAWING TITLE | DWG. NO. |
| | | MAZ0000.00 | CU | AUG '17 | DEC '17 | 1"=40'-0" | | | LANDSCAPE PLAN | A-1A |

SITE AND BUILDING LIGHTING DESIGN CRITERIA

CONFIRM THE EXISTENCE OF A NIGHT SKY ORDINANCE FOR THE AREA THAT THE SITE IS LOCATED WITHIN AND WHAT THE PARAMETERS OF THAT ORDINANCE ARE.
 CONFIRM THE MAXIMUM POLE HEIGHT FOR LOCAL CODES.
 CONFIRM THE EXISTENCE OF LOCAL SHIELDING REQUIREMENTS AND HOW THEY EFFECT THE SITE BASED ON ITS LOCATION AND NEIGHBORS.
 CONFIRM THAT THE FIXTURE SPECIFICATIONS GIVEN IN THIS DOCUMENT COMPLY WITH ALL OF THE ABOVE.

LOW BRIGHTNESS SURROUNDING AREAS - LZ2 - IN AREAS WHERE THE NEIGHBORING PROPERTIES ARE LOWLY ILLUMINATED THE DESIGN CRITERIA SHALL BE AS FOLLOWS:

- FRONT PERIMETER ROW
 AVERAGE OF 35 FOOT CANDLES ON VEHICLE DISPLAY AREAS WITH A MAX-TO-MIN RATIO OF 5:1. KEEP LIGHT LEAKAGE OUTSIDE OF SITE UNDER 5 FOOT CANDLES OR AS REQUIRED BY LOCAL CODES
 LOWER NUMBER OF POLES IN FRONT ALLOW FOR BETTER SIGHT LINES INTO DEALERSHIP.
- SIDE PERIMETER ROWS
 AVERAGE OF 20 FOOT CANDLES ON VEHICLE DISPLAY AREAS WITH A MAX-TO-MIN RATIO OF 5:1. KEEP LIGHT LEAKAGE ONTO ADJACENT LOTS UNDER 1 FOOT CANDLE OR AS REQUIRED BY LOCAL CODES.
- FRONT INTERIOR LOT
 AVERAGE OF 20 FOOT CANDLES ON VEHICLE DISPLAY AREAS WITH A MAX-TO-MIN RATIO OF 5:1 OR LESS.
- BACK INTERIOR LOT
 AVERAGE OF 5 FOOT CANDLES ON VEHICLE DISPLAY AREAS WITH A MAX-TO-MIN RATIO OF 10:1 OR LESS.

MEDIUM BRIGHTNESS SURROUNDING AREAS - LZ3 - IN AREAS WHERE THE NEIGHBORING PROPERTIES ARE NOT HIGHLY ILLUMINATED THE DESIGN CRITERIA SHALL BE AS FOLLOWS:

- FRONT PERIMETER ROW
 AVERAGE OF 50 FOOT CANDLES ON VEHICLE DISPLAY AREAS WITH A MAX-TO-MIN RATIO OF 5:1. KEEP LIGHT LEAKAGE OUTSIDE OF SITE UNDER 5 FOOT CANDLES OR AS REQUIRED BY LOCAL CODES
 LOWER NUMBER OF POLES IN FRONT ALLOW FOR BETTER SIGHT LINES INTO DEALERSHIP.
- SIDE PERIMETER ROWS
 AVERAGE OF 30 FOOT CANDLES ON VEHICLE DISPLAY AREAS WITH A MAX-TO-MIN RATIO OF 5:1. KEEP LIGHT LEAKAGE ONTO ADJACENT LOTS UNDER 1 FOOT CANDLE OR AS REQUIRED BY LOCAL CODES.
- FRONT INTERIOR LOT
 AVERAGE OF 30 FOOT CANDLES ON VEHICLE DISPLAY AREAS WITH A MAX-TO-MIN RATIO OF 5:1 OR LESS.
- BACK INTERIOR LOT
 AVERAGE OF 7 FOOT CANDLES ON VEHICLE DISPLAY AREAS WITH A MAX-TO-MIN RATIO OF 10:1 OR LESS.

HIGH BRIGHTNESS SURROUNDING AREAS - LZ4 - IN AREAS WHERE THE NEIGHBORING PROPERTIES ARE HIGHLY ILLUMINATED THE DESIGN CRITERIA SHALL BE AS FOLLOWS:

- FRONT PERIMETER ROW
 AVERAGE OF 75 FOOT CANDLES ON VEHICLE DISPLAY AREAS WITH A MAX-TO-MIN RATIO OF 5:1. KEEP LIGHT LEAKAGE OUTSIDE OF SITE UNDER 5 FOOT CANDLES OR AS REQUIRED BY LOCAL CODES
 LOWER NUMBER OF POLES IN FRONT ALLOW FOR BETTER SIGHT LINES INTO DEALERSHIP.
- SIDE PERIMETER ROWS
 AVERAGE OF 50 FOOT CANDLES ON VEHICLE DISPLAY AREAS WITH A MAX-TO-MIN RATIO OF 5:1. KEEP LIGHT LEAKAGE ONTO ADJACENT LOTS UNDER 1 FOOT CANDLE OR AS REQUIRED BY LOCAL CODES.
- FRONT INTERIOR LOT
 AVERAGE OF 50 FOOT CANDLES ON VEHICLE DISPLAY AREAS WITH A MAX-TO-MIN RATIO OF 5:1 OR LESS.
- BACK INTERIOR LOT
 AVERAGE OF 10 FOOT CANDLES ON VEHICLE DISPLAY AREAS WITH A MAX-TO-MIN RATIO OF 10:1 OR LESS.

THESE LEVELS ARE CONSISTENT WITH THOSE AS PUBLISHED IN THE IESNA RECOMMENDED PRACTICE FOR LIGHTING MERCHANDISING AREAS (RP 2.01) THEY ARE "DISPLAY LEVELS"

THE DESIGNER SHALL IMPLEMENT A CONTROL STRATEGY FOR REDUCING POWER AFTER HOURS WHILE MAINTAINING ADEQUATE LEVELS FOR SECURITY



**MAZDA
RETAIL EVOLUTION
IMAGE PROGRAM**

PROJECT NO.
MAZ00000.00

CHECKED
CU

DATE
AUG '17

REVISED

SCALE
NONE



53 Park Ave., Dayton, OH 45410
Phone: 937-233-7700

These drawings are for communication of design intent only. These drawings are to specify size, shape, color, features and proportions, and are not to be used as fabrication drawings.

DRAWING TITLE
**SITE & BUILDING LIGHTING
DESIGN CRITERIA**

DWG NO.
A-1B.1

SITE AND BUILDING LIGHTING DESIGN CRITERIA

SIDE AND BACK BUILDING FAÇADE

AVERAGE OF 10-15 FOOTCANDLES ON PEDESTRIAN PATHS AND VEHICLE DISPLAY AREAS WITH A MAX-TO-MIN RATIO OF 4:1 OR LESS.
 LIGHT POLES LOCATED IN GRASSY AREAS SHALL BE ON BASES FLUSH WITH GRADE AND BE A MINIMUM OF 3'-0" BACK FROM EDGE OF CURB. PROVIDE BASE WITH COVER PLATES.
 LIGHT POLES LOCATED IN PEDESTRIAN AREAS IN FRONT OF BUILDING SHALL BE ON BASES FLUSH WITH PAVING. PROVIDE BASE WITH COVER PLATES.
 LIGHT POLES LOCATED WITHIN SURFACE PARKING AREA SHALL BE ON ROUND SEALED CONCRETE BASES 3'-0" HIGH ABOVE SURFACE OF PARKING LOT. PROVIDE BASE WITH COVER PLATES.
 LIGHT FIXTURES FOR SIGNAGE SHALL BE MOUNTED ON LIGHT POLES LOCATED WITHIN SIGNAGE AREAS.
 LIGHT POLES AND BASES SHALL BE DESIGNED TO CARRY THE WEIGHT OF THE FIXTURES AND THEIR ACCESSORIES PLUS WITHSTAND THE TOTAL EPA WIND LOADING FOR THE AREA WITH A 1.3 GUST FACTOR MINIMUM.
 POLE: 5" STRAIGHT STEEL SQUARE POLE 20' MAXIMUM HEIGHT (OR LOCAL CODE HEIGHT) MAX.

DISPLAY PAD LIGHTING (GROUND LEVEL DESIGN)

WET-LISTED FLOODLIGHTS TO BE PLACED AT QUARTER POINTS AROUND EACH VEHICLE AIMED UP TOWARDS VEHICLE. SEE VEHICLE DISPLAY PAD DETAILS - SHEET E.1A.
 ILLUMINATION SHOULD BE MAINTAINED AT 30-50 FOOT CANDLES.
 LUMINAIRE LIGHT DISTRIBUTION SHALL BE SUCH THAT VEHICLE IS EVENLY ILLUMINATED WITH A MIN/MAX RATIO OF LESS THAN 4:1.
 LIGHT SOURCE SHALL BE SHIELDED FROM PEDESTRIAN, TRAFFIC, AND CUSTOMER VIEW.
 LED SOURCES ARE PREFERRED; METAL HALIDE IS ALSO ACCEPTABLE.

EXAMPLES OF ACCEPTABLE SITE LIGHTING FIXTURES

LED SOURCES ONLY

- Lithonia D-series
- LST
- GE Lighting Evolve LED
- Cree Edge
- Gardco Gullwing; Gardco Pureform



**MAZDA
RETAIL EVOLUTION
IMAGE PROGRAM**

PROJECT NO.

MAZ0000.00

CHECKED

CU

DATE

AUG '17

REVISED

SCALE

NONE

ChangeUpTM

52 Park Ave., Dayton, OH 45419
Phone: 937-233-7700

DRAWING TITLE

**SITE & BUILDING LIGHTING
DESIGN CRITERIA**

DWG NO.

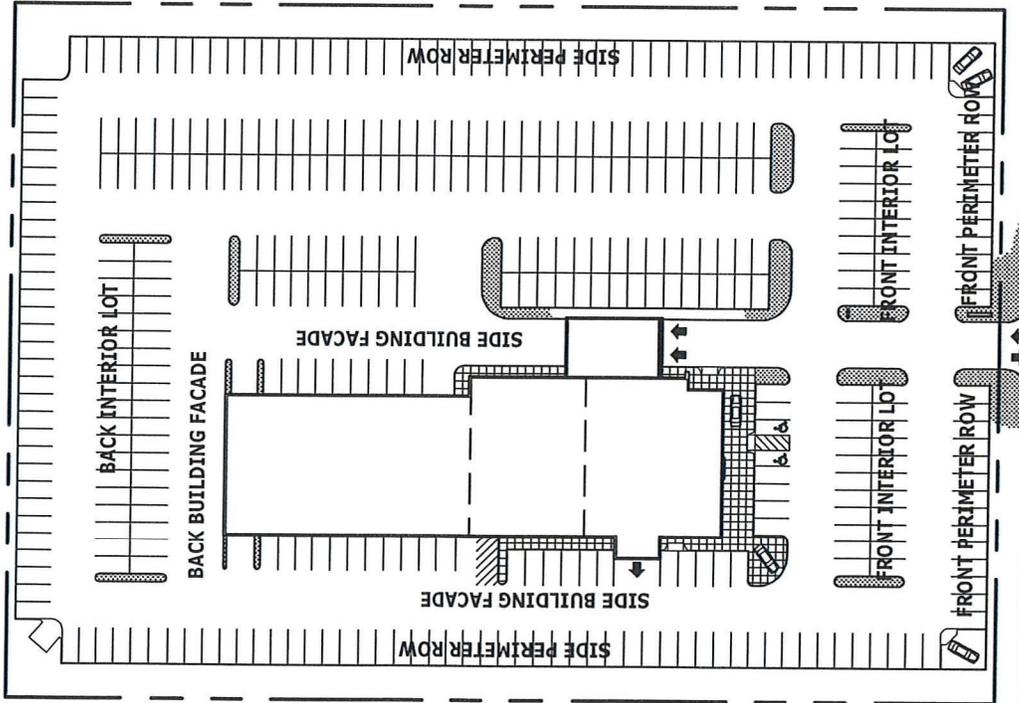
A-1B.2

These drawings are for communication of design intent only. These drawings are to specify size, shape, color, quantity and proportions, and are not to be used as fabrication drawings.

SITE AND BUILDING LIGHTING DESIGN CRITERIA

GENERAL STRATEGY FOR DESIGNING EXTERIOR LIGHTING:

- EMPLOY A LIGHTING PROFESSIONAL.
- REVIEW ALL APPLICABLE LIGHTING ORDINANCES AND BY-LAWS.
- DOCUMENT WHICH ENVIRONMENTAL ZONE THE SITE IS IN.
- USE THE LEAST AMOUNT OF LIGHTING EQUIPMENT WHILE REMEMBERING IT IS SOMETIMES BETTER TO USE TWO LUMINAIRES WITH LOWER LIGHT OUTPUT AND GOOD GLARE CONTROL INSTEAD OF A SINGLE HIGH OUTPUT LUMINAIRE.
- UTILIZE LUMINAIRES WITH HIGH LUMEN LEVELS, LIFETIMES EXCEEDING 60,000 HOURS, EFFICACIES EXCEEDING 80 LUMENS PER WATT, AND CRT'S EXCEEDING 80.
- SELECT ALL LIGHTING EQUIPMENT CAREFULLY WATCHING FOR GLARE, UNNEEDED UPLIGHT AND LIGHT TRESPASS POSSIBILITIES.
- DESIGN THE EXTERIOR LIGHTING SO AS TO MINIMIZE REFLECTED LIGHT GOING UPWARD.
- LIGHT ONLY AREAS THAT REQUIRE LIGHTING, USING THE LEAST LIGHT POSSIBLE.
- IMPLEMENT A CONTROL STRATEGY FOR REDUCING POWER AFTER HOURS WHILE MAINTAINING ADEQUATE LEVELS FOR SECURITY.
- USE A COMPUTER MODELING TOOL TO PROVIDE POINT-BY-POINT ILLUMINANCES THROUGHOUT THE SPACE AND OFF-SITE.
- COMMISSION AND MAINTAIN THE LIGHTING SYSTEM.
- LIGHTING POWER DENSITIES SHALL NOT EXCEED THOSE SPECIFIED IN NSI/ASHRAE/IESNA STANDARD 90.1-2010 SECTION 9.4.3 FOR THE DOCUMENTED LIGHTING ZONE.



| LZ2 | LZ3 | LZ4 |
|--------------------------------|----------|----------|
| SITE LPD 0.25W/SF | .05W/SF | .07W/SF |
| FRONT PERIMETER ROW 10W/LF | 10W/LF | 30W/LF |
| SIDE PERIMETER ROWS 0.6W/LF | 0.10W/LF | 0.13W/LF |
| FRONT INTERIOR LOT 0.25W/LF | 0.5W/LF | 0.7W/LF |
| BACK INTERIOR LOT 0.6W/LF | 0.10W/LF | 0.13W/LF |
| FACADE 2.5W/LF | 3.75W/LF | 5W/LF |

| | | | | | | | |
|--|--|----------------------------------|------------------------|---------------------------|---------------------------|--|--|
| | PROJECT NO. MAZ0000.00 | CHECKED CU | DATE AUG '17 | REVISED DEC '17 | SCALE NONE | DRAWING TITLE SITE & BUILDING LIGHTING DESIGN CRITERIA | DWG NO. A-1B.3 |
| | MAZDA RETAIL EVOLUTION IMAGE PROGRAM | PROJECT NO. MAZ0000.00 | CHECKED CU | DATE AUG '17 | REVISED DEC '17 | SCALE NONE | DRAWING TITLE SITE & BUILDING LIGHTING DESIGN CRITERIA |

ChangeUp⁷

57744 Ave. Dayton, OH 45419
Phone: 844-884-7708

These drawings are for communication of design intent only. These drawings are to specify size, shape, color, features and proportions, and are not to be used as fabrication drawings.

CUT THIS PART OUT

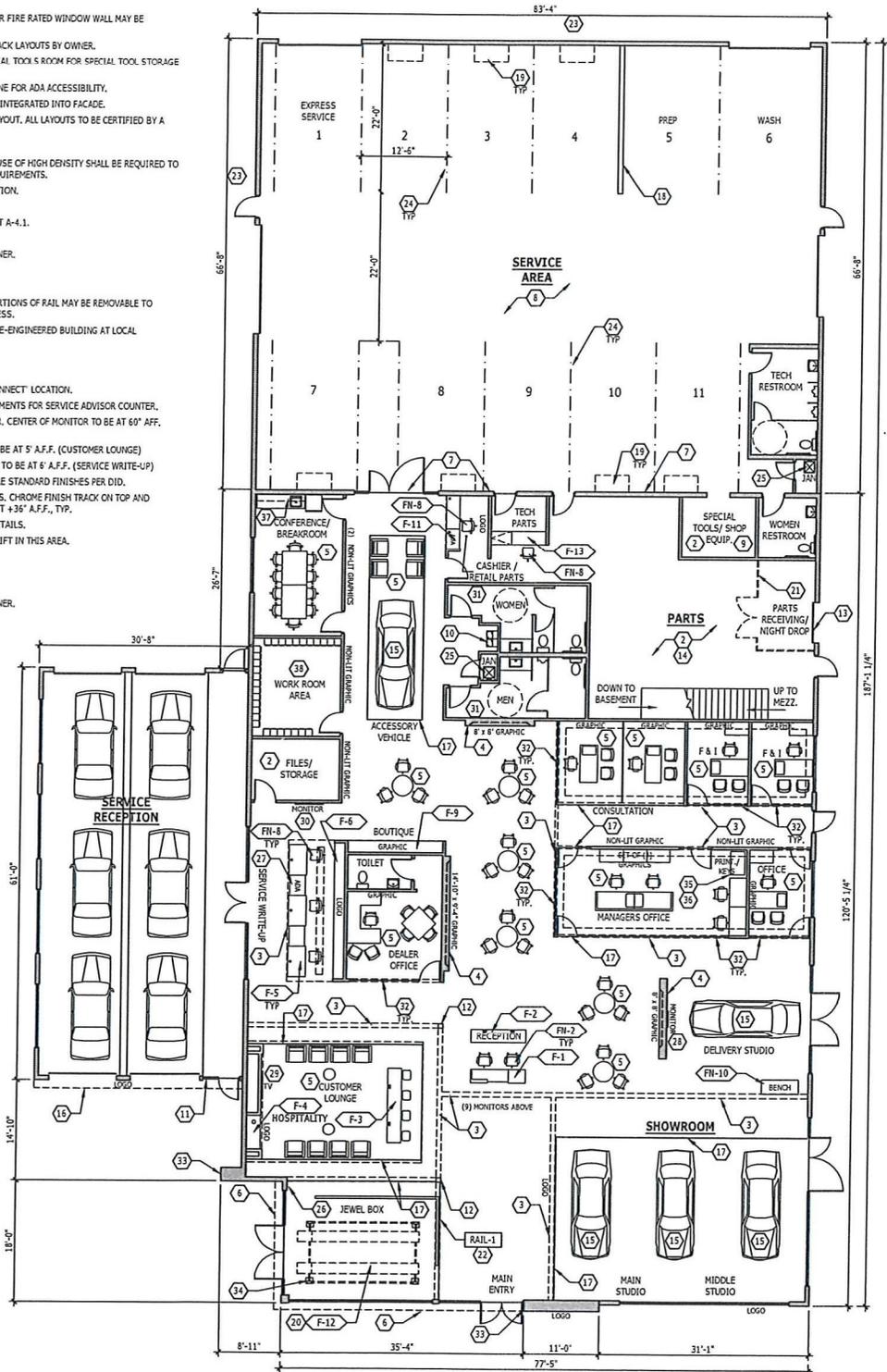
| LEGEND | |
|--------|---|
| | NOTE DESIGNATOR - REFER TO DRAWING NOTES ON THIS SHEET |
| | FIXTURE ITEM - REFER TO 'F' SHEETS |
| | FURNITURE ITEM - REFER TO A-3A AND A-3B SERIES SHEETS |
| | NEW FULL HEIGHT PARTITIONS/WALLS |
| | EXISTING WALLS AND/OR LOW WALLS/PARTITIONS |
| | FINISH DESIGNATOR - REFER TO SCHEDULES ON A-4A AND A-4B SERIES SHEETS |

DRAWING NOTES

- NOT USED.
- STORAGE UNITS LAYOUT AND QUANTITY BY OWNER.
- LINE OF SOFFIT ABOVE.
- FEATURE WALL. SEE SHEET A-2B FOR DETAILS.
- REFER TO FURNITURE LAYOUT PLAN ON SHEET A-3.
- LINE OF FASCIA ABOVE.
- FIRE RATED WALL - FIRE SHUTTERS OR FIRE RATED WINDOW WALL MAY BE REQUIRED.
- SERVICE BAY LIFT AND ALIGNMENT RACK LAYOUTS BY OWNER.
- DEALER TO ALLOCATE SPACE IN SPECIAL TOOL ROOM FOR SPECIAL TOOL STORAGE SYSTEM 30"D X 90"H.
- ELECTRIC WATER COOLER - SUPPLY ONE FOR ADA ACCESSIBILITY.
- OPTIONAL 'EARLY BIRD' NIGHT DROP INTEGRATED INTO FACADE.
- SUGGESTED STRUCTURAL COLUMN LAYOUT, ALL LAYOUTS TO BE CERTIFIED BY A LICENSED PROFESSIONAL.
- PARTS OVERHEAD DOOR.
- MEZZANINE PARTS STORAGE OR THE USE OF HIGH DENSITY SHALL BE REQUIRED TO COMPLY WITH DEALERS MINIMUM REQUIREMENTS.
- VEHICLE LOCATION - MAINTAIN LOCATION.
- LINE OF CANOPY ABOVE.
- FLOOR FINISH TRANSITION. SEE SHEET A-4.1.
- 8' HIGH MASONRY BLOCK WALL.
- TECH TOOL STORAGE CABINET BY OWNER.
- CAR LIFT.
- SECURITY FENCE/GATE.
- DISPLAY LIFT RAILING/SUCK RAIL. PORTIONS OF RAIL MAY BE REMOVABLE TO FACILITATE SHOWROOM VEHICLE ACCESS.
- SERVICE BAY ENCLOSURE CAN BE A PRE-ENGINEERED BUILDING AT LOCAL ARCHITECTS DISCRETION.
- DEFINES SERVICE STALL AREA.
- MOP SINK.
- JEWEL BOX LIFT DISPLAY 'FUSE DISCONNECT' LOCATION.
- ARCHITECT TO CONFIRM ADA REQUIREMENTS FOR SERVICE ADVISOR COUNTER.
- VERTICALLY MOUNTED VIDEO MONITOR. CENTER OF MONITOR TO BE AT 60" AFF. (DELIVERY STUDIO)
- TV MONITOR. CENTER OF MONITOR TO BE AT 5' A.F.F. (CUSTOMER LOUNGE)
- VIDEO MONITOR. CENTER OF MONITOR TO BE AT 6' A.F.F. (SERVICE WRITE-UP)
- ALL CUSTOMER RESTROOMS TO HAVE RE STANDARD FINISHES PER DID.
- FULL HEIGHT FRAMELESS GLASS PANELS. CHROME FINISH TRACK ON TOP AND BOTTOM AS REQUIRED. FILM APPLIED AT +36" A.F.F., TYP.
- SEE SHEET A-7C FOR ACCENT PANEL DETAILS.
- LOCATION OF POWER FOR BEND PACK LIFT IN THIS AREA.
- KEY BOX.
- COPY CENTER.
- KITCHENETTE.
- LOCKER LAYOUT AND QUANTITY BY OWNER.

GENERAL NOTES

- THE PURPOSE OF THESE DRAWINGS IS TO CONVEY THE DESIGN INTENT AND FINISH MATERIAL SPECIFICATIONS ONLY. THEY ARE NOT TO BE USED TO OBTAIN BUILDING PERMITS OR FOR ACTUAL CONSTRUCTION OF THE PROJECT. COMPLIANCE WITH LOCAL BUILDING ORDINANCES, FIRE REGULATIONS, ZONING CODES AND ADA REGULATIONS IS BEYOND THE SCOPE OF THESE DOCUMENTS.
- THE PROPOSED DESIGN SOLUTION MAY REQUIRE MODIFICATIONS DUE TO JOB SPECIFIC INFORMATION REGARDING GRADING, UTILITIES, EASEMENTS, SETBACKS, WATER RETENTION, AND SITE ACCESS. ALL STRUCTURAL MODIFICATIONS MUST BE CAREFULLY ANALYZED BY A LICENSED STRUCTURAL ENGINEER AND MODIFIED/DESIGNED AS REQUIRED.
- COMPLIANT CONSTRUCTION DOCUMENTS ARE TO BE PREPARED BY LICENSED PROFESSIONALS WHO ARE WILLING TO ACCEPT RESPONSIBILITY FOR PROPER APPLICATION OF THESE INTENT DOCUMENTS.
- BUILDING CONFIGURATION, ROOM SIZES AND SHAPES ARE ALL SHOWN FOR DESIGN INTENT PURPOSES AS A GUIDELINE ONLY. ALL CRITICAL DIMENSIONING SHALL BE PERFORMED BY A LICENSED PROFESSIONAL AS PART OF CONTRACT DOCUMENT PREPARATION.
- DEALER'S ARCHITECT TO CONTACT THE MAZDA AUTHORIZED SERVICE EQUIPMENT PROGRAM FOR ON-SITE DEALER CONSULTATION AND RECOMMENDED SPECIAL TOOLS AREA LAYOUT. PH: (877) 768-6657.



| | | | | | | | | | | |
|--|---|-------------|---------|---------|---------|---------------|------------------------------|---|--|---------|
| | NAPLETON MAZDA OF ARLINGTON HEIGHTS ARLINGTON HEIGHTS, IL | PROJECT NO. | CHECKED | DATE | REVISED | SCALE | ChangeUp ⁷ | 22 Park Ave., Elmhurst, IL 60120 Phone: 630-462-7700 | DRAWING TITLE | DWG NO. |
| | | MAZ0201.03 | CU | APR '18 | | 3/32" = 1'-0" | | | FURNITURE AND FIXTURE PLAN - FIRST FLOOR | A-2 |

LEGEND

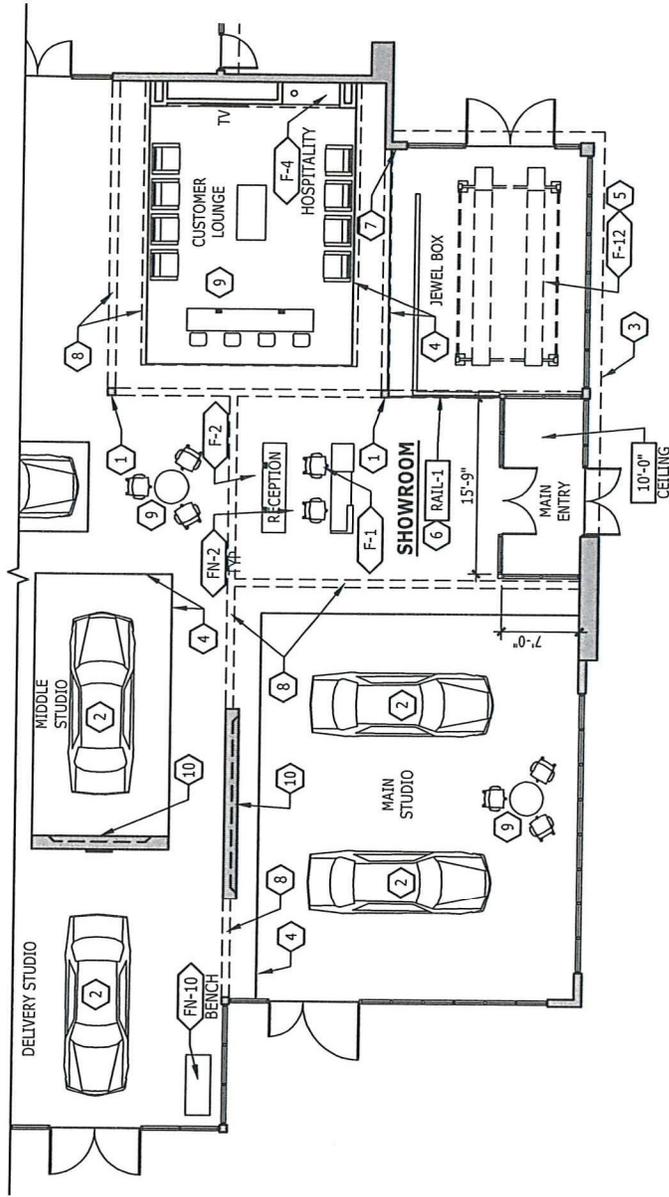
| | |
|------|---|
| # | NOTE DESIGNATOR - REFER TO DRAWING NOTES ON THIS SHEET |
| F-# | FIXTURE ITEM - REFER TO "F" SHEETS |
| FN-# | FURNITURE ITEM - REFER TO A-3A AND A-3B SERIES SHEETS |
| == | NEW FULL HEIGHT PARTITIONS/WALLS |
| == | EXISTING WALLS AND/OR LOW WALLS/PARTITIONS |
| ?-# | FINISH DESIGNATOR - REFER TO SCHEDULES ON A-4A AND A-4B SERIES SHEETS |

DRAWING NOTES

1. SUGGESTED STRUCTURAL COLUMN LAYOUT. ALL LAYOUTS TO BE CERTIFIED BY A LICENSED PROFESSIONAL.
2. VEHICLE LOCATION - MAINTAIN LOCATION.
3. LINE OF FASCIA ABOVE.
4. FLOOR FINISH TRANSITION. SEE SHEET A-4.
5. CAR LIFT.
6. DISPLAY LIFT RAILING/SLICK RAIL. PORTIONS OF RAIL MAY BE REMOVABLE TO FACILITATE ACCESS TO SHOWROOM.
7. JEWEL BOX LIFT DISPLAY "FUZE DISCONNECT" LOCATION.
8. SOFFIT ABOVE.
9. REFER TO FURNITURE LAYOUT PLAN ON SHEET A-3.
10. FEATURE WALL. SEE SHEET A-2B FOR DETAILS.

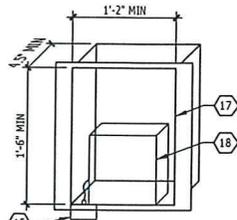
GENERAL NOTES

- A. THE PURPOSE OF THESE DRAWINGS IS TO CONVEY THE DESIGN INTENT AND FINISH MATERIAL SPECIFICATIONS ONLY. THEY ARE NOT TO BE USED TO OBTAIN BUILDING PERMITS OR FOR ACTUAL CONSTRUCTION OF THE PROJECT. COMPLIANCE WITH LOCAL BUILDING ORDINANCES, FIRE REGULATIONS, ZONING CODES AND ADA REGULATIONS IS BEYOND THE SCOPE OF THESE DOCUMENTS.
- B. THE PROPOSED DESIGN SOLUTION MAY REQUIRE MODIFICATIONS DUE TO JOB SPECIFIC INFORMATION REGARDING GRADING, UTILITIES, EASEMENTS, SETBACKS, WATER RETENTION, AND SITE ACCESS. ALL STRUCTURAL MODIFICATIONS MUST BE CAREFULLY ANALYZED BY A LICENSED STRUCTURAL ENGINEER AND MODIFIED/DESIGNED AS REQUIRED.
- C. COMPLIANT CONSTRUCTION DOCUMENTS ARE TO BE PREPARED BY LICENSED PROFESSIONALS WHO ARE WILLING TO ACCEPT RESPONSIBILITY FOR PROPER APPLICATION OF THESE INTENT DOCUMENTS.
- D. BUILDING CONFIGURATION, ROOM SIZES AND SHAPES ARE ALL SHOWN FOR DESIGN INTENT PURPOSES AS A GUIDELINE ONLY. ALL CRITICAL DIMENSIONING SHALL BE PERFORMED BY A LICENSED PROFESSIONAL AS PART OF CONTRACT DOCUMENT PREPARATION.
- E. DEALER'S ARCHITECT TO CONTACT THE MAZDA AUTHORIZED SERVICE EQUIPMENT PROGRAM FOR ON-SITE DEALER CONSULTATION AND RECOMMENDED SPECIAL TOOLS AREA LAYOUT. PH: (877) 768-6657.



| | | | | | | | | |
|--|--|----------------------|---|---------|---|-----------------------|--|------------------------|
| | PROJECT NO. MAZ0000.00 | CHECKED CU | DATE AUG '17 | REVISED | SCALE 3/32" = 1'-0" | ChangeUp [®] | DRAWING TITLE OPTIONAL VESTIBULE ENTRY | DWG NO. A-2A |
| | MAZDA RETAIL EVOLUTION IMAGE PROGRAM | | 53 Park Ave., Dayton, OH 45419 Phone: 644-804-7700 | | These drawings are for communication of design intent only. These drawings are to specify size, shape, color, features and proportions, and are not to be used as fabrication drawings. | | | |

CUT THIS PART OUT



**TOTAL OF (1) REQUIRED AT MONITOR DISPLAY WALL IN RECEPTION ONLY.
NOTE: EACH MONITOR REQUIRES (1) DUPLEX OUTLET AND (1) DATA

VIDEO MONITOR POWER SUPPLY DETAIL

8 A-2B SCALE: 1" = 1'-0"

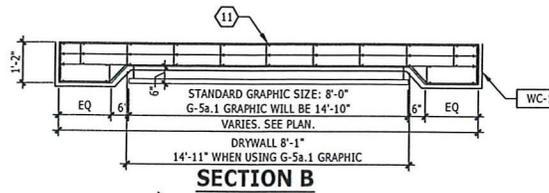
| LEGEND | |
|--------|---|
| # | NOTE DESIGNATOR - REFER TO DRAWING NOTES ON THIS SHEET |
| X-7 | FINISH DESIGNATOR - REFER TO EXTERIOR FINISH INFORMATION ON SHEET A-4A AND A-4B |
| 7/A-X | DETAIL DESIGNATOR - REFER TO DETAIL "7" ON SHEET A-X |

GENERAL NOTES

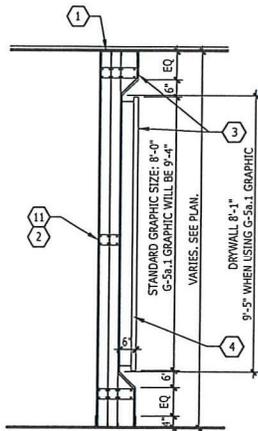
- ALL CEILING HEIGHTS SHOWN HAVE BEEN ESTABLISHED BASED UPON A GROUND-UP PROTOTYPICAL STRUCTURE. MODIFICATIONS AND SUBJECTIVE ANALYSIS MAY BE REQUIRED IN RETROFIT CONDITIONS.
- ELEVATIONS SHOWN ARE PROTOTYPICAL. ACTUAL ELEVATIONS WILL VARY. SEE SITE SPECIFIC SHEETS FOR SPECIFIC INFORMATION.
- DEALER'S ARCHITECT/CONTRACTOR TO PROVIDE ACCESS TO THE REAR OF EACH GRAPHIC FOR BOTH FASTENING AND ELECTRICAL CONNECTIONS IN ACCORDANCE WITH THE N.E.C. AND LOCAL CODES. PROVIDE ACCESS THROUGH SOFFIT BOTTOM WHEN REAR ACCESS IS NOT POSSIBLE.
- PREFERRED CONDITIONS SHOWN. MODIFY AS REQUIRED PER PLAN.
- REFER TO REFLECTED CEILING PLAN ON SHEET A-5.1 AND A-5.2 FOR PROTOTYPICAL CEILING HEIGHTS.

DRAWING NOTES

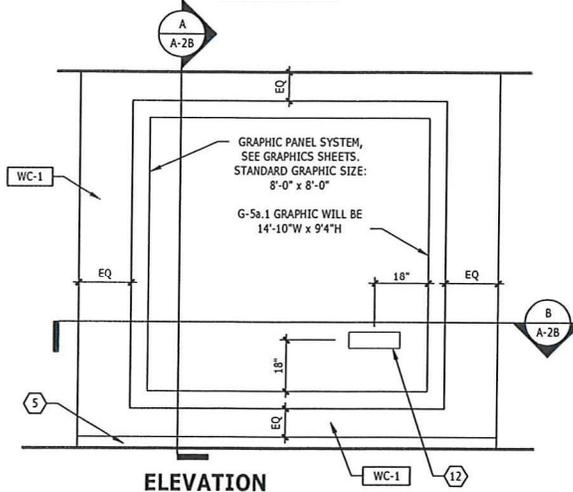
- ANCHOR WALL TO CEILING.
- GYP. BOARD OVER METAL STUD FRAMING.
- FACE OF GRAPHIC TO ALIGN WITH FACE OF ADJACENT WALL.
- GRAPHIC PANEL SYSTEM. SEE GRAPHICS SHEETS.
- BASE TO MATCH ADJACENT FLOOR. SEE FINISH PLANS AND SCHEDULES FOR ADDITIONAL INFORMATION.
- BLOCKING AS REQUIRED.
- (1) TV PROVIDED AND INSTALLED BY DEALER. 65" TV PREFERRED.
- WALL BEYOND.
- FIXTURE, SEE FIXTURE SHEETS FOR ADDITIONAL INFORMATION.
- RECESS STANDARDS @ 24" O.C.
- WALL FINISH VARIES. SEE SHEET A-4.1 FOR FINISHES.
- POWER SUPPLY MOUNTED IN WALL CENTERED BEHIND EACH INDIVIDUAL LIGHT BOX. SEE DETAIL 8/A-2B (DUPLEX OUTLET), AND GRAPHICS G-5, G-6, G-7.
- RECESSED CABLE MANAGEMENT AND POWER STORAGE ACCESSORY BOX SIMILAR TO PEERLESS IBA3-W.
- EXTERNAL POWER SUPPLY PROVIDED BY LIGHT BOX MANUFACTURER.
- OUTLET/RECEPTACLE.
- LOW VOLTAGE CONNECTION TO LIGHT BOX.
- RECESSED CABLE MANAGEMENT AND POWER STORAGE ACCESSORY BOX MINIMUM 14"x18"x4.5" TO ALLOW FOR 2" AIRSPACE ON TOP, SIDES, AND BACK.
- MEDIA PLAYER. CONTACT FOUR WINDS INTERACTIVE 702-389-3580 FOR SPECIFICATIONS.
- ALL MONITORS/TV INSTALLED WITH POWER DUPLEX AND DATA @ 5'-0" AFF UNLESS OTHERWISE NOTED.



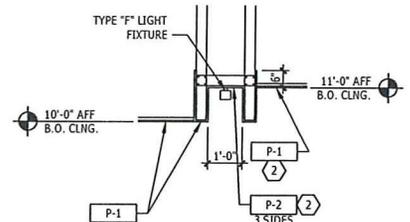
SECTION B



SECTION A

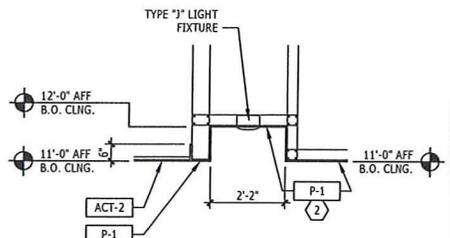


ELEVATION



7 COVE @ OFFICES

A-2B SCALE: 3/8" = 1'-0"

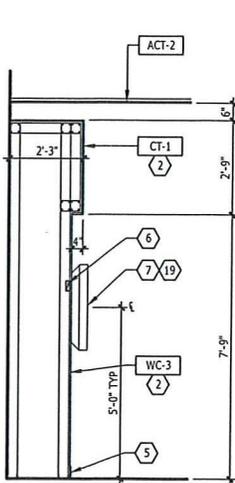


6 COVE @ LOUNGE

A-2B SCALE: 3/8" = 1'-0"

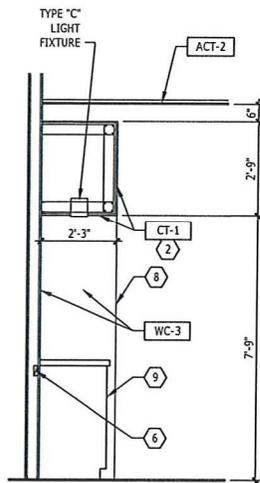
5 FEATURE WALL DETAILS

A-2B SCALE: 3/8" = 1'-0"



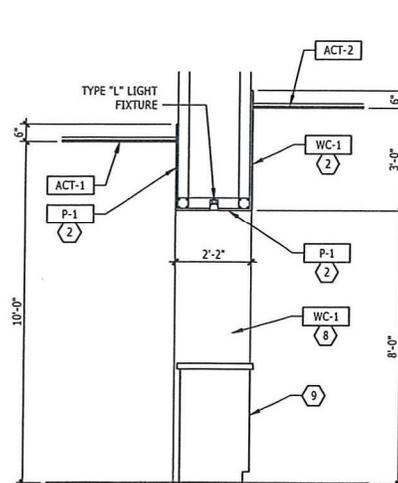
4 CUSTOMER LOUNGE

A-2B SCALE: 3/8" = 1'-0"



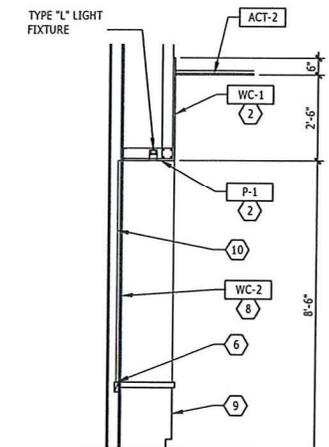
3 HOSPITALITY

A-2B SCALE: 3/8" = 1'-0"



2 CASHIER/ RETAIL PARTS

A-2B SCALE: 3/8" = 1'-0"



1 BOUTIQUE

A-2B SCALE: 3/8" = 1'-0"

| | | | | | | | | | |
|--|---|-------------|---------|---------|---------|----------|---|---|---------|
| | MAZDA RETAIL EVOLUTION IMAGE PROGRAM | PROJECT NO. | CHECKED | DATE | REVISED | SCALE | ChangeUp <small>23 Park Ave., Dayton, OH 45419 Phone: 938-804-7700</small> | DRAWING TITLE | DWG NO. |
| | | MAZ0000.00 | CU | AUG '17 | | AS NOTED | | PROTOTYPE SECTIONS/DETAILS A-2B | |

LEGEND

| | |
|------|--|
| # | NOTE DESIGNATOR - REFER TO DRAWING NOTES ON THIS SHEET |
| F-# | FIXTURE ITEM - REFER TO "F" SHEETS |
| FN-# | FURNITURE ITEM - REFER TO A-3A AND A-3B SERIES SHEETS |

GENERAL NOTES

A. NOT ALL ITEMS INCLUDED ON THIS PAGE ARE ALWAYS CONTAINED WITHIN THE DESIGN INTENT DOCUMENTS. REFER TO THE ATTACHED PLANS AND SPECIFICATIONS TO DETERMINE THE EXTENT OF ACTUAL DESIGN ELEMENTS USED.

DRAWING NOTES

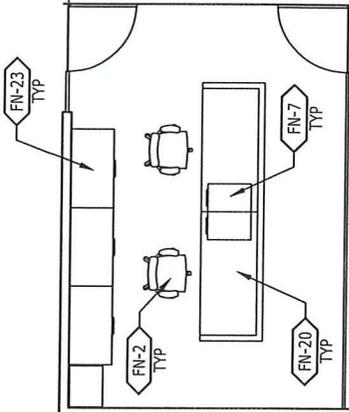
1. FULL HEIGHT FRAMELESS GLASS BY GLASS CONTRACTOR.
2. PROVIDE HD-2, OR EQUAL, USB EQUIPPED OUTLETS AT LOUNGE BAR AND ANY SEATING AREAS.

CONTACT: LESLIE LEVINSKI AT HAWORTH GLOBAL ACCOUNTS
(949) 424-9340
LESLIE.LEVINSKI@HAWORTH.COM

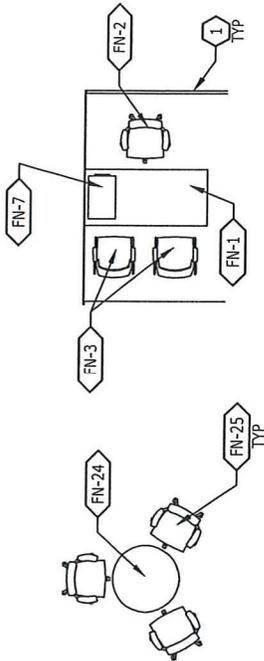
NOTE: ARCHITECT OF RECORD & FURNITURE DEALER TO PROVIDE/COORDINATE FURNITURE DIMENSIONS AND QUANTITIES APPROPRIATE TO AUTO DEALER SIZE & VOLUME. ALL OWNER PROGRAMMING NEEDS ARE TO BE CONSIDERED. OWNER AND/OR ARCHITECT OF RECORD TO COORDINATE DESKING REQUIREMENTS (LIGHTING, HARDWARE, CORD & CABLE MANAGEMENT, WALL STRIP ATTACHMENTS, ACCESSORIES & STORAGE ETC.) WITH FURNITURE DEALER FOR EXACT SPECIFICATIONS & SITE SPECIFIC REQUIREMENTS.

NOTE: ADDITIONAL OFFICE COMPONENTS, STORAGE, FILING, ETC. COULD BE ADDED FOLLOWING THE CANVAS SPECIFICATION GUIDELINES (STYLE, FABRIC, FINISHES) LISTED IN SCHEDULE. AUTO DEALER TO COORDINATE THESE ADDITIONAL NEEDS WITH THEIR LOCAL HAWORTH DEALER.

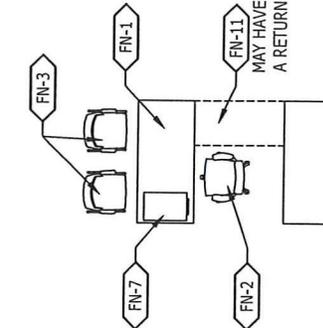
NOTE: SPECIFICATIONS FOR AREAS CONSIDERED BACK OF HOUSE AND NOT CUSTOMER CONTACT ARE SUGGESTIONS AND NOT MANDATORY. DEALER TO COORDINATE ACCORDING TO THEIR NEEDS.



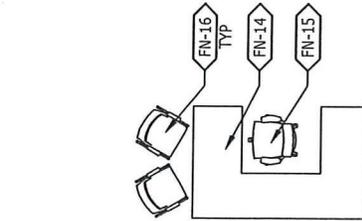
MANAGERS OFFICE



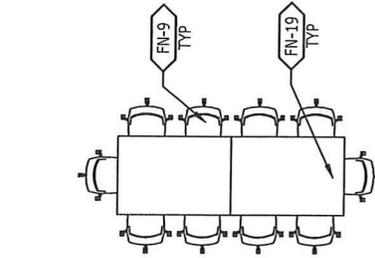
CONSULTATION



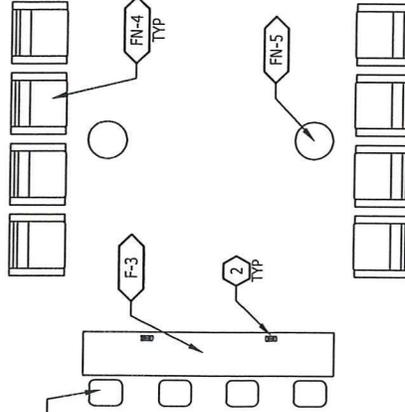
F&I, SERVICE MANAGER



DEALER/GENERAL MANAGER



CONFERENCE ROOM



CUSTOMER LOUNGE



MAZDA
RETAIL EVOLUTION
IMAGE PROGRAM

PROJECT NO.
MAZ00000.00

CHECKED
CU

DATE
AUG '17

REVISION
3/16"=1'-0"

SCALE
3/16"=1'-0"

ChangeUp⁷

53 Park Ave., Dayton, OH 45419
Phone: 844-884-7700

These drawings are for communication of design intent only. These drawings are to specify size, shape, color, material and proportions, and are not to be used as fabrication drawings.

DRAWING TITLE
CUSTOMER CONTACT
FURNITURE LAYOUTS

DWG NO.
A-3

| CODE | MATERIAL | MANUFACTURER | DESCRIPTION | | DIMENSION | LOCATION | ADDITIONAL INFORMATION |
|------------------|-----------------------------|--------------------------|--|---|---|--|--|
| | | | PRODUCT | COLOR | | | |
| ACT-1 | ACOUSTIC CEILING TILE | ARMSTRONG | #3900 OPTIMA VECTOR FINE TEXTURE | COLOR: WHITE GRID: PRELUDE (15/16") SUSPENSION SYSTEM COLOR: WHITE | 2' X 2' X 7/8" | SECOND FLOOR, MAIN ENTRY, OFFICES | CONTACT: BARRY BURNETT AT ARMSTRONG (877) 276-7876 EXT. 8325 |
| ACT-2 | ACOUSTIC CEILING TILE | ARMSTRONG | #3909 OPTIMA VECTOR FINE TEXTURE | COLOR: WHITE GRID: PRELUDE (15/16") SUSPENSION SYSTEM COLOR: WHITE | 4' X 4' X 7/8" | GENERAL SHOWROOM | CONTACT: BARRY BURNETT AT ARMSTRONG (877) 276-7876 EXT. 8325 |
| ACT-3 | ACOUSTIC CEILING TILE | ARMSTRONG | #1773 DUNE SQUARE LAY-IN, FINE TEXTURE | COLOR: WHITE GRID: PRELUDE (15/16") SUSPENSION SYSTEM COLOR: WHITE | 2' X 4' X 5/8" | BOH | CONTACT: BARRY BURNETT AT ARMSTRONG (877) 276-7876 EXT. 8325 |
| ACT-4 | ACOUSTIC CEILING TILE | ARMSTRONG | #607 CERAMIGUARD FINE FISSURED, PERFORATED | COLOR: WHITE GRID: PRELUDE XI (15/16") FOR EXTERIOR APPLICATIONS COLOR: WHITE | 2' X 2' X 5/8" | SERVICE RECEPTION | CONTACT: BARRY BURNETT AT ARMSTRONG (877) 276-7876 EXT. 8325 |
| CPT-1 | CARPET | TANDUS | STYLE NUMBER: 04313 HALFTONE | COLOR: 18901 GREYSKALE | 18" X 36" MODULAR TILE | CONSULTATION, SALES MANAGERS, F&I OFFICE, DEALER, GENERAL MANAGER | CONTACT: MARY SIEWE AT TANDUS (937) 474-8499 NOTE: UNIDIRECTIONAL INSTALLATION, CARPET TO BE INSTALLED PARALLEL TO THE FRONT OF THE OFFICE, REFER TO SHEET A-4X FOR ADDITIONAL INFORMATION NOTE: NATIONAL ACCOUNT PRICING HAS BEEN ESTABLISHED FOR THIS SPECIFICATION, PLEASE CONTACT MARY SIEWE AT TANDUS FOR DETAILS. CONTACT: CATHE THOMAS AT MOHAWK (626) 372-6127 cathe_thomas@mohawkind.com |
| CPT-2 | CARPET | MOHAWK | KARASTAN | BRAND: KARASTAN COLOR: 989 ESSENCE | 24" X 24" | LOUNGE | NOTE: INSTALL VERTICAL ASHLAR, RUN PERPENDICULAR TO WALL ADHESIVE: FLEXLOK TABS ADHESIVE FREE SYSTEM, EMPRESS NXT ADHESIVE FOR PERIMETER GLUE. *8 WEEK DELIVERY TIME CONTACT: MINDY DEVER AT BENTLEY PRINCE STREET (859) 536-7846 |
| CPT-3 | CARPET | BENTLEY PRINCE STREET | STYLE: SHAPESHIFTER | COLOR: 400029 ENTANGLEMENT | 12'-0" WIDTH BROADLOOM | BOH, GENERAL OFFICES, ADMINISTRATION, CONFERENCE ROOM | NOTE: NATIONAL ACCOUNT PRICING HAS BEEN ESTABLISHED FOR THIS SPECIFICATION, PLEASE CONTACT MINDY DEVER AT BENTLEY PRINCE STREET FOR DETAILS. CONTACT: CATHE THOMAS AT MOHAWK (626) 372-6127 cathe_thomas@mohawkind.com |
| CPT-3A ALTERNATE | CARPET | MOHAWK | BIGELOW METAL CRAFT | TOOLED SURFACE R0394 COLOR: 999 OXIDIZED IRON | 12'-0" WIDTH BROADLOOM 18" X 28.5" REPEATING PATTERN | BOH, GENERAL OFFICES, ADMINISTRATION, CONFERENCE ROOM | ADHESIVE: NIUBROADLOCK ADHESIVE AND SEAM SEALER *8 WEEK DELIVERY TIME |
| CTB-1 | CERAMIC TILE BASE | MARAZZI | TREVERKCHIC | NOCE ITALIANO | 4" X 48" | GENERAL SHOWROOM ; COORDINATES W/ CT-1 | CONTACT: NATIONAL ACCOUNTS - 877-556-5728 MAZDA@DALTITLE.COM SPECIAL NOTE: ARCHITECT OF RECORD AND TILE INSTALLER ARE RESPONSIBLE FOR SPECIFYING ALL APPROPRIATE TRIMS & BASES. |
| CTB-2 | CERAMIC TILE BASE | DAL-TILE | MATCH POINT | BLACK - P124 | 4" X 24" | GENERAL SHOWROOM | CONTACT: NATIONAL ACCOUNTS - 877-556-5728 MAZDA@DALTITLE.COM SPECIAL NOTE: ARCHITECT OF RECORD AND TILE INSTALLER ARE RESPONSIBLE FOR SPECIFYING ALL APPROPRIATE TRIMS & BASES. |
| CTB-3 | CERAMIC TILE BASE BULL-NOSE | VINE STREET TILE STUDIOS | FOCUS | CENERE NOTE: USE WITH GR-5 | 30MM X 30MM BULLNOSE | SECOND FLOOR CORRIDOR; COORDINATES W/ CT-13 | CONTACT: LORI RING AT HAMILTON PARKER & ASSOCIATES (614) 776-1491 SPECIAL NOTE: ARCHITECT OF RECORD AND TILE INSTALLER ARE RESPONSIBLE FOR SPECIFYING ALL APPROPRIATE TRIMS & BASES. BASE TRIMS AND OUTSIDE CORNER PIECES MAY REQUIRE 6-8 WEEKS LEAD TIME FOR PRODUCTION. |
| CTB-4 | CERAMIC TILE BASE BULL-NOSE | DAL-TILE | VERANDA SOLIDS | COLOR: GUNMETAL P50AS4K9M1P1 | 4" X 20" | OCCURS WHERE CT-14 | CONTACT: NATIONAL ACCOUNTS - 877-556-5728 MAZDA@DALTITLE.COM SPECIAL NOTE: ARCHITECT OF RECORD AND TILE INSTALLER ARE RESPONSIBLE FOR SPECIFYING ALL APPROPRIATE TRIMS & BASES. |
| CTB-5 | CERAMIC TILE BASE BULL-NOSE | DAL-TILE | MATCH POINT | BLACK - P124 | 6" X 24" | RESTROOM TILE BASE | CONTACT: NATIONAL ACCOUNTS - 877-556-5728 MAZDA@DALTITLE.COM SPECIAL NOTE: ARCHITECT OF RECORD AND TILE INSTALLER ARE RESPONSIBLE FOR SPECIFYING ALL APPROPRIATE TRIMS & BASES. |
| CT-1 | PORCELAIN WOOD PLANK | MARAZZI | TREVERKCHIC | NOCE ITALIANO | 6" X 48" | GENERAL SHOWROOM TILE, SERVICE WRITE-UP. *INSTALL RUNNING BOND ON FLOOR AND ON WALL IN JEWEL BOX, INSTALL STACKED BOND PATTERN IN CUSTOMER LOUNGE AND ON HOSPITALITY WALL | NOTE: REFER TO ANSI REQUIREMENTS FOR CERAMIC TILE INSTALLATIONS, ANSI A108.02 SECTION 4.3.8 REGARDING GROUT JOINT SIZE, PARTICULARLY IN RELATION TO THE TILE SIZE, DIMENSIONAL PRECISION & OFF-SET PATTERN; NOTE: THE RUNNING BOND OFFSET WILL BE A MAXIMUM OF 33% UNLESS OTHERWISE SPECIFIED BY THE TILE MANUFACTURER, SEE SECTION 4.3.4.2 FOR RUNNING BOND/BRICK JOINT OFFSET. NOTE: NATIONAL ACCOUNT PRICING HAS BEEN ESTABLISHED FOR THIS SPECIFICATION. |



MAZDA
RETAIL EVOLUTION
IMAGE PROGRAM

PROJECT NO.
MAZ0000.00

CHECKED
CU

DATE
AUG '17

REVISION
APR '18

SCALE
NONE

ChangeUp⁷
These drawings are for communication of design intent only. These drawings are to specify size, shape, color, features and proportions, and are not to be used as fabrication drawings.

DRAWING TITLE
INTERIOR FINISH SCHEDULE
A-4A.1

DWG NO.
A-4A.1

55 Park Ave. 1 Dept. 08, OH 45419
Phone: 614-884-7700

| CODE | MATERIAL | MANUFACTURER | DESCRIPTION | | DIMENSION | LOCATION | ADDITIONAL INFORMATION |
|-----------------|--------------|--------------------------|---------------|--|---------------------|---|--|
| | | | PRODUCT | COLOR | | | |
| CT-2 | CERAMIC TILE | DAL-TILE | MATCH POINT | BLACK - P12424241P | 24" X 24" | STUDIOS FIELD TILE UNDER DISPLAY VEHICLES | CONTACT: NATIONAL ACCOUNTS - 877-556-5728 MAZDA@DAL TILE.COM NOTE: USE WITH GR-1 NOTE: NATIONAL ACCOUNT PRICING HAS BEEN ESTABLISHED FOR THIS SPECIFICATION. |
| CT-3 | NOT USED | | | | | | |
| CT-4 | CERAMIC TILE | VINE STREET TILE STUDIOS | FOCUS | GRAFFITE NOTE: USE WITH GR-1 | 30MM X 30MM | SECOND FLOOR RESTROOM FLOORS | CONTACT: LORI RING AT HAMILTON PARKER & ASSOCIATES (614) 778-1491 NOTE: NATIONAL ACCOUNT PRICING HAS BEEN ESTABLISHED FOR THIS SPECIFICATION, PLEASE CONTACT HAMILTON PARKER & ASSOCIATES FOR DETAILS NOTE: STACKED BOND INSTALLATION REQUIRED FOR ALL LARGE FORMAT WALL TILES |
| CT-5 | CERAMIC TILE | VINE STREET TILE STUDIOS | SYSTEM C | BIANCO_C NOTE: USE WITH GR-3 | 4" X 12" STACK BOND | SECOND FLOOR RESTROOM WALLS | NOTE: REFER TO THE TCNA HANDBOOK & ANSI REQUIREMENTS FOR PROPER INSTALLATION METHODS FOR LARGE FORMAT CERAMIC TILE WALL TILE. REFER TO ANSI A108.02 SECTION 4.3.7 REGARDING LIPPAGE & DIMENSIONAL PRECISION & OFF-SET PATTERN. REQUIRED: TO ACHIEVE PROPER INSTALLATION FOR LARGER FORMAT WALL TILES, CONTRACTOR TO USE THE TUSCAN LEVELING SYSTEM OR EQUAL, DOUBLE SPREADING TECHNIQUE (BACK-BUTTERING), REFER TO THINSET MANUFACTURES TECHNICAL DATA SHEET FOR RECOMMENDED TROWEL SIZE & COVERAGE INFORMATION |
| CT-6 | CERAMIC TILE | VINE STREET TILE STUDIOS | PORCELAIN | GRIGIO MEDIO FINISH: GRANITI | 12" X 12" | SERVICE FLOOR (OPTIONAL), SERVICE RECEPTION | CONTACT: LORI RING AT HAMILTON PARKER & ASSOCIATES (614) 778-1491 NOTE: USE WITH GR-2 |
| CT-6A ALTERNATE | CERAMIC TILE | PANTHEON FLOORING | GRANITO TERRA | 100-361 FINISH: MATTE | 12" X 12" | SERVICE FLOOR, SERVICE RECEPTION | CONTACT: STU KINNEY AT PANTHEON FLOORING SOLUTIONS (614) 286-2215 NOTE: USE WITH GR-2 |
| CT-6B ALTERNATE | CERAMIC TILE | DAL-TILE | PORCEALTO | GRIGIO GRANITE - CD012121P FINISH: UNPOLISHED | 12" X 12" | SERVICE RECEPTION SIDEWALK | CONTACT: NATIONAL ACCOUNTS - 877-556-5728 MAZDA@DAL TILE.COM NOTE: USE WITH GR-2 |
| CT-7 | CERAMIC TILE | VINE STREET TILE STUDIOS | PORCELAIN | ANTRACITE_K FINISH: MATTE | 12" X 12" | SERVICE RECEPTION SIDEWALK (OPTIONAL) | CONTACT: LORI RING AT HAMILTON PARKER & ASSOCIATES (614) 778-1491 NOTE: USE WITH GR-1 |
| CT-7A ALTERNATE | CERAMIC TILE | PANTHEON FLOORING | | 100-CARV-G FINISH: MATTE | 12" X 12" | SERVICE RECEPTION SIDEWALK | CONTACT: STU KINNEY AT PANTHEON FLOORING SOLUTIONS (614) 286-2215 NOTE: USE WITH GR-1 |
| CT-7B ALTERNATE | CERAMIC TILE | DAL-TILE | PORCEALTO | GRIGIO SCURO - CD421212P FINISH: UNPOLISHED | 12" X 12" | SERVICE RECEPTION SIDEWALK | CONTACT: NATIONAL ACCOUNTS - 877-556-5728 MAZDA@DAL TILE.COM NOTE: USE WITH GR-1 |
| CT-7C | CERAMIC TILE | DAL-TILE | MATCH POINT | BLACK - P12412121P | 12" X 12" | SERVICE RECEPTION STRIPE | CONTACT: NATIONAL ACCOUNTS - 877-556-5728 MAZDA@DAL TILE.COM NOTE: USE WITH GR-1 |
| CT-8 | CERAMIC TILE | AMERICAN OLEAN | CONCRETE CHIC | A0CC68 STYLISH CHARCOAL | 12" X 12" | TECH RESTROOM, TECH LOCKER ROOM FLOOR FIELD TILE | CONTACT: NATIONAL ACCOUNTS - 877-556-5728 MAZDA@DAL TILE.COM NOTE: USE WITH GR-2 |
| CT-9 | CERAMIC TILE | AMERICAN OLEAN | URBAN CANVAS | 0004 MATTE LT SMOKE SCHLUTER JOLLY EDGE PROTECTION/FINISHING ATGB BRUSHED NICKEL ANODIZED ALUMINUM | 2" X 4" | TECH RESTROOM, TECH LOCKER ROOM WALL FIELD TILE TECH RESTROOM, TECH LOCKER ROOM TRIM PIECE | CONTACT: NATIONAL ACCOUNTS - 877-556-5728 MAZDA@DAL TILE.COM NOTE: USE SCHLUTER DILEX AHK (SATIN ALUMINUM) AHK1S 1004E FOR COVE BASE NOTE: USE WITH GR-2 |
| CT-10 | CERAMIC TILE | DAL-TILE | MATCH POINT | BLACK - P124 | 24" X 24" | RESTROOM FLOOR | CONTACT: NATIONAL ACCOUNTS - 877-556-5728 MAZDA@DAL TILE.COM NOTE: USE WITH GR-1 NOTE: NATIONAL ACCOUNT PRICING HAS BEEN ESTABLISHED FOR THIS SPECIFICATION. |



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DWG NO.
A-4A.2

53 Park Ave., Dayton, OH 45419
Phone: 644-884-7200
These drawings are for communication of design intent only. These drawings are to specify size, shape, color, features and proportions, and are not to be used as fabrication drawings.

INTERIOR FINISH SCHEDULE

| CODE | MATERIAL | MANUFACTURER | DESCRIPTION | | DIMENSION | LOCATION | ADDITIONAL INFORMATION |
|-------|----------------------|--|-----------------------------|---|-----------|-------------------------------------|--|
| | | | PRODUCT | COLOR | | | |
| CT-11 | CERAMIC TILE | DALTILE | INTERLOCK | PURE WHITE MS P125RANDRSLP RANDOM INTERLOCK MOSAIC | 12" X 12" | RESTROOM WALLS FIELD - WET WALLS | CONTACT: NATIONAL ACCOUNTS - 877-556-5728 MAZDA@DALTTILE.COM NOTE: USE WITH GR-3 |
| CT-12 | CERAMIC TILE | DALTILE | MATCH POINT | PURE WHITE P12512241P | 12" X 24" | RESTROOM WALLS - ACCENT WALLS | NOTE: STACKED BOND INSTALLATION REQUIRED FOR ALL LARGE FORMAT WALL TILES NOTE: REFER TO THE TCMA HANDBOOK & ANSI REQUIREMENTS FOR PROPER INSTALLATION METHODS FOR LARGE FORMAT CERAMIC TILE WALL TILE. REFER TO ANSI A108.02 SECTION 4.3.7 REGARDING LIPPAGE & SECTION 4.3.8 REGARDING GROUT JOINT SIZE. PARTICULARLY IN RELATION TO THE TILE SIZE, DIMENSIONAL PRECISION & OFF-SET PATTERN. REQUIRED: TO ACHIEVE PROPER INSTALLATION FOR LARGER FORMAT WALL TILES, CONTRACTOR TO USE THE TUSCAN LEVELING SYSTEM OR EQUAL, DOUBLE SPREADING TECHNIQUE (BACK-BUTTERING), REFER TO THINSET MANUFACTURES TECHNICAL DATA SHEET FOR RECOMMENDED TROWEL SIZE & COVERAGE INFORMATION |
| CT-13 | CERAMIC TILE | VINE STREET TILE STUDIOS | FOCUS | CENERE NOTE: USE WITH GR-5 | 18" X 18" | SECOND FLOOR CORRIDOR | CONTACT: LORI RING AT HAMILTON PARKER & ASSOCIATES (614) 778-1491 NOTE: NATIONAL ACCOUNT PRICING HAS BEEN ESTABLISHED FOR THIS SPECIFICATION, PLEASE CONTACT HAMILTON PARKER & ASSOCIATES FOR DETAILS. NOTE: REFER TO THE TCMA HANDBOOK & ANSI REQUIREMENTS FOR PROPER INSTALLATION METHODS FOR LARGE FORMAT CERAMIC TILE WALL TILE. REFER TO ANSI A108.02 SECTION 4.3.7 REGARDING LIPPAGE & SECTION 4.3.8 REGARDING GROUT JOINT SIZE. PARTICULARLY IN RELATION TO THE TILE SIZE, DIMENSIONAL PRECISION & OFF-SET PATTERN. REQUIRED: TO ACHIEVE PROPER INSTALLATION FOR LARGER FORMAT WALL TILES, CONTRACTOR TO USE THE TUSCAN LEVELING SYSTEM OR EQUAL, DOUBLE SPREADING TECHNIQUE (BACK-BUTTERING), REFER TO THINSET MANUFACTURES TECHNICAL DATA SHEET FOR RECOMMENDED TROWEL SIZE & COVERAGE INFORMATION |
| CT-14 | CERAMIC TILE | DAL-TILE | VERANDA SOLIDS | COLOR: GUNMETAL P5042020M1P | 20" X 20" | OPTIONAL CUSTOMER LOUNGE FLOORING | CONTACT: NATIONAL ACCOUNTS - 877-556-5728 MAZDA@DALTTILE.COM SPECIAL NOTE: ARCHITECT OF RECORD AND TILE INSTALLER ARE RESPONSIBLE FOR SPECIFYING ALL APPROPRIATE TRIMS & BASES. |
| D-7 | INTERIOR DOOR | VT INDUSTRIES ARCHITECTURAL WOOD DOORS OR APPROVED EQUAL | | 404 VT DOOR TYPE, PC-HPDL- 5 HIGH PRESSURE DECORATIVE LAMINATE BONDED PARTICLE BOARD CORE 5-PLY CONSTRUCTION, NON-RATED OR 20 MIN. FINISH: WILSONART #7943K-07 COLUMBIAN WALNUT | | SECOND FLOOR OFFICES, RESTROOM, BOH | *** NOTE: RATING AS REQUIRED NOTE: DOOR FRAME FINISH TO BE CLEAR ANODIZED IN BACK OF HOUSE NOTE: DOOR FRAME FINISH TO BE BLACK ANODIZED IN CUSTOMER CONTACT AREAS |
| D-8 | INTERIOR GLASS DOORS | LOCAL GLASS CONTRACTOR | FULL-HEIGHT FRAMELESS GLASS | GLASS: FROSTED UP TO 36" AFF, CLEAR ABOVE 36" TRIM: POLISHED CHROME | 36" X 84" | CONSULTATION AREA, OFFICES | NOTE: ARCHITECT TO CONFIRM IF LOCKABLE HARDWARE IS REQUIRED BY LAW OR CODE |
| D-9 | INTERIOR DOORS | KAWNEER OR EQUAL | BY ARCHITECT OF RECORD | SOLID DOOR, PAINTED TO MATCH ADJACENT WC | 36" X 84" | PER PLAN | PROVIDED BY ARCHITECT OF RECORD |
| GR-1 | GROUT | CUSTOM BUILDING PRODUCTS | FUSION PRO | COLOR: 60 CHARCOAL | | USED ON CT-2, CT-7 AND CT-10 ONLY | CONTACT: NATIONAL ACCOUNTS - 877-556-5728 MAZDA@DALTTILE.COM |
| GR-2 | GROUT | CUSTOM BUILDING PRODUCTS | FUSION PRO | COLOR: 370 DOVE GRAY | | USED ON CT-6, CT-8 & CT-9 ONLY | |
| GR-3 | GROUT | CUSTOM BUILDING PRODUCTS | FUSION PRO | COLOR: 381 BRIGHT WHITE | | USED ON CT-11 & CT-12 ONLY | |
| GR-4 | GROUT | CUSTOM BUILDING PRODUCTS | FUSION PRO | COLOR: 95 SABLE BROWN | | USED ON CT-1 ONLY | |
| GR-5 | GROUT | CUSTOM BUILDING PRODUCTS | FUSION PRO | COLOR: 09 NATURAL GRAY | | USED ON CT-13 ONLY | |



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DRAWING TITLE
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DWG NO.
A-4A.3

53 Park Ave., 15th Fl., Dayton, OH 45419
Phone: 844-864-7700

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| CODE | MATERIAL | MANUFACTURER | DESCRIPTION | | | LOCATION | ADDITIONAL INFORMATION |
|------|----------|--------------|---|----------------------------|-----------|--|---|
| | | | PRODUCT | COLOR | DIMENSION | | |
| P-1 | PAINT | PPG PAINTS | PRIMER: 1030-1200N PVA, INTERIOR PRIMER SEALER PAINT: #1433 ULTRA-HIDE 150, INTERIOR LO LUSTRE | 10BB 83/006 ATMOSPHERE | | GENERAL WALLS, CEILING SOFFITS, COLUMNS, SERVICE RECEPTION, DELIVERY WALLS, LOUNGE CEILINGS & RESTROOM CEILINGS | CONTACT: BOB SCHROCK AT PPG ARCHITECTURAL COATINGS (513) 542-2555 bob.schrock@ppg.com |
| P-2 | PAINT | PPG PAINTS | PRIMER: 1030-1200N PVA, INTERIOR PRIMER SEALER PAINT: 1433 ULTRA-HIDE 150, INTERIOR LO LUSTRE | 00NN 05/000 DARK SECRET | | LOWER WALL IN SERVICE AREA, GENERAL SOFFITS & COVES, AND CEILING IN JEWEL BOX | |
| P-3 | NOT USED | | | | | | |
| P-4 | PAINT | PPG PAINTS | PRIMER: 3010-1200 CONCRETE COATINGS BLOCK FILLER INTERIOR/EXTERIOR PRIMER PAINT: 4216HP DEVFLEX HIGH PERFORMANCE WATERBORNE ACRYLIC SEMI-GLOSS EMAMEL | 00NN 53/000 VEIL | | GENERAL WALLS IN SERVICE RECEPTION | |
| P-5 | PAINT | PPG PAINTS | PRIMER: DEVFLEX #4020PP DTM PRIMER PAINT: #1462 WATERBORNE INTERIOR EGSHELL DRY FALL | 00NN 05/000 DARK SECRET | | JEWEL BOX | |
| P-6 | PAINT | PPG PAINTS | PRIMER: 3010-1200 CONCRETE COATINGS BLOCK FILLER INTERIOR/EXTERIOR PRIMER PAINT: 4216HP DEVFLEX HIGH PERFORMANCE WATERBORNE ACRYLIC SEMI-GLOSS EMAMEL | 00NN 72/000 SNOWFIELD | | | |
| P-7 | PAINT | PPG PAINTS | PRIMER: 3010-1200 CONCRETE COATINGS BLOCK FILLER INTERIOR/EXTERIOR PRIMER PAINT: 4216HP DEVFLEX HIGH PERFORMANCE WATERBORNE ACRYLIC SEMI-GLOSS EMAMEL | 00NN 31/000 ICON GREY | | SERVICE AREA WALLS, LOWER WALL | |



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DRAWING TITLE
INTERIOR FINISH SCHEDULE

DWG NO.
A-4A.4

53 Park Ave., Dayton, OH 45433
Phone: 844-804-7790

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| CODE | MATERIAL | MANUFACTURER | PRODUCT | DESCRIPTION | DIMENSION | LOCATION | ADDITIONAL INFORMATION |
|--------|------------------|----------------------------------|---|---|--------------------------------------|---|--|
| P-8 | PAINT | PPG PAINTS | PRIMER: 3010-1200 CONCRETE COATINGS BLOCK FILLER INTERIOR/EXTERIOR PRIMER PAINT: 4216HP DEVFLEX HIGH PERFORMANCE WATERBORNE ACRYLIC SEMI-GLOSS EMAMEL | 00NW 05/000 DARK SECRET | | SERVICE AREA WALLS, ACCENT STRAPE | CONTACT: BOB SCHROCK AT PPG ARCHITECTURAL COATINGS (513) 543-2555 bob.schrock@ppg.com |
| P-9 | PAINT | PPG PAINTS | PRIMER: 3010-1200 CONCRETE COATINGS BLOCK FILLER INTERIOR/EXTERIOR PRIMER PAINT: 4216HP DEVFLEX HIGH PERFORMANCE WATERBORNE ACRYLIC SEMI-GLOSS EMAMEL | 00NW 72/000 SNOWFIELD | | SERVICE AREA, UPPER WALL | |
| P-10 | PAINT | PPG PAINTS | PRIMER: 1030-1200N PVA, INTERIOR PRIMER SEALER PAINT: 1433 ULTRA-HIDE 150, INTERIOR LO LUSTRE | 00NW 53/000 VEIL | | OPEN CEILING STRUCTURE IN SERVICE DRIVE ONLY | |
| P-11 | PAINT | PPG PAINTS | PRIMER: 3010-1200 CONCRETE COATINGS BLOCK FILLER INTERIOR/EXTERIOR PRIMER PAINT: 4216HP DEVFLEX HIGH PERFORMANCE WATERBORNE ACRYLIC SEMI-GLOSS EMAMEL | 90RY 73/040 SPIDER'S WEB | | ALTERNATE FOR WC-5 | |
| PL-4 | LAMINATE | WILSONART | SOLIDS | 0354-01 DESIGNER WHITE HIGH GLOSS FINISH | | RESTROOM PARTITIONS | CONTACT: DONNA ARIAPAD AT FLAGG INC. (800) 736-3524 |
| PL-5 | LAMINATE | FORMICA | | 961-WC MICRODOT FINISH | | BREAKROOM COUNTERTOP, PARTS MANAGER COUNTER | CONTACT: SHARON MASTERS AT WORTH BAER SUPPLY COMPANY (513) 500-7601 |
| PL-6 | LAMINATE | FORMICA | | 2297-WC TERRIL MICRODOT FINISH | | BREAKROOM CABINETS, PART MANAGER CABINETS | CONTACT: SHARON MASTERS AT WORTH BAER SUPPLY COMPANY (513) 500-7601 |
| PL-7 | LAMINATE | WILSONART | | 7943K-07 COLUMBIAN WALNUT | | FIXTURES AS NOTED | CONTACT: DONNA ARIAPAD AT FLAGG INC. (800) 736-3524 |
| PL-8 | LAMINATE | WILSONART | | D427-60 LINEN | | SERVICE WRITE-UP BACK COUNTER | CONTACT: DONNA ARIAPAD AT FLAGG INC. (800) 736-3524 |
| QS-1 | QUARTZ SURFACE | DUPONT | ZODIAQ | SNOW WHITE | | NON-CUSTOMER CONTACT RESTROOM COUNTERTOPS | CONTACT: JOHN KUNA AT OHIO VALLEY SUPPLY (800) 696-5608 EXT. 6120 |
| RAIL-1 | INTERIOR RAILING | STAINLESS CABLE & RAILING INC | POWDER COATED ALUMINUM POST & RAIL SYSTEM | BLACK | | GENERAL SHOWROOM | WWW.STAINLESSCABLERAILING.COM 1-888-686-7245 |
| RB-1 | RESILIENT BASE | ROPE CORPORATION | PINNACLE STANDARD RUBBER WALL BASE | 123 CHARCOAL TYPE TS | 4" HEIGHT 1/8" THICKNESS | STORAGE, BREAKROOM GENERAL OFFICES, CONFERENCE ROOM, ADMIN, COORDINATES W/ CPT-1, 2 & 3 | CONTACT: JENNIFER FINLAYSON AT ROPPE CORPORATION (419) 435-8546 |
| RB-2 | RESILIENT BASE | ROPE CORPORATION | PINNACLE STANDARD RUBBER WALL BASE | 100 BLACK | 4" HEIGHT 1/8" THICKNESS | SERVICE MANAGER'S OFFICE, CUSTOMER LOUNGE | CONTACT: KELLY HUBBARD AT ROPPE CORPORATION (800) 537-9527 OR (419) 435-8546 KHUBBARD@ROPPE.COM |
| RS-1 | ROLLER SHADE | MECHO SYSTEMS OR EQUAL | ELECTROSHADE SYSTEM MOTORIZED SHADES | SINGLE SHADE ABOVE CEILING, REGULAR ROLL STD BRACKET SHADE COLOR: 1319 SILVER BIRCH, THERMOVEIL BASKET WAVE, 1300 SERIES (5% OPEN) | SIZE VARIES PER SITE REQUIREMENTS | GENERAL SHOWROOM | CONTACT: DEB MAK AT KMA & ASSOCIATES (614) 563-0569 NOTE: SHADE SIZE VARIES PER SITE, REFER TO MANUFACTURERS SALES REP FOR APPROPRIATE PRODUCTS & INSTALLATION RECOMMENDATIONS |



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53 Park Ave., Dayton, OH 45424
Phone: 937-804-7700

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|-------------------|-----------------------------------|-----------------------------|---|--|------------------------------------|---|---|
| | | | PRODUCT | COLOR | | | |
| SC-1 | SEALED CONCRETE | SCOFIELD SYSTEMS | LITHIUM DENISTIER MP & SCOFIELD FORMULA ONE FINISH COAT | SCOFIELD FORMULA ONE FINISH COAT | | PARTS ROOM, BOH, SERVICE | CONTACT: ROBERT E. KRALSKOPF AT L.M. SCOFIELD COMPANY (800) 800-8900 NOTE: REFER TO MANUFACTURERS SALES REP FOR APPROPRIATE PRODUCTS & INSTALLATION RECOMMENDATIONS |
| SF-3 | INTERIOR GLAZING | LOCAL GLASS CONTRACTOR | FULL-HEIGHT FRAMELESS GLASS PANELS | BUTT JOINTED GLASS; FROSTED 3/8" A.F.F. (FIELD APPLIED BY OTHERS) FLOOR & CEILING TRIM; POLISHED CHROME | PER LOCAL CODE REQUIREMENTS | INTERIOR OFFICES | ARCHITECT TO CONFIRM LOCKING DOOR REQUIREMENT AT EACH LOCATION. TOP AND BOTTOM TRIM ONLY. FINISH IS CHROME OR POLISHED ALUMINUM. |
| TS-1 | TRANSITION | SCHLUTER | SCHIELE | FINISH: (AE) SATIN ANODIZED ALUMINUM (AE125) | | CERAMIC TILE TO CERAMIC TILE | CONTACT: NATIONAL ACCOUNTS - 877-556-5728 MAZDA@DALTILE.COM |
| TS-2 | TRANSITION | SCHLUTER | RENO TK | FINISH: (AE) SATIN ANODIZED ALUMINUM (AEY4125) | | CERAMIC TILE TO CARPET | CONTACT: NATIONAL ACCOUNTS - 877-556-5728 MAZDA@DALTILE.COM |
| TS-3 | TRANSITION | SCHLUTER | RENO-V | FINISH: (AE) SATIN ANODIZED ALUMINUM | | CERAMIC TILE TO VINYL | CONTACT: NATIONAL ACCOUNTS - 877-556-5728 MAZDA@DALTILE.COM |
| TS-4 | TRANSITION | SCHLUTER | JOLLY | FINISH: (TS08) BRONZE TEXTURED COLOR COATED ALUMINUM (A125TS08) | | CARPET TO VINYL FLOORING WHERE OCCURS | CONTACT: NATIONAL ACCOUNTS - 877-556-5728 MAZDA@DALTILE.COM |
| TS-5 | TRANSITION | SCHLUTER | DILEX-AHK | FINISH: (AGR8) BRUSHED GRAPHITE ANODIZED ALUMINUM (A125AGR8) | | CT-1 BASE TRIM WHERE OCCURS | CONTACT: NATIONAL ACCOUNTS - 877-556-5728 MAZDA@DALTILE.COM |
| TS-6 | TRANSITION | SCHLUTER | JOLLY | FINISH: (MGS) MATTE BLACK COLOR COATED ALUMINUM (A125MGS) | | CUSTOMER LOUNGE, JEWEL BOX, WALLS | CONTACT: NATIONAL ACCOUNTS - 877-556-5728 MAZDA@DALTILE.COM |
| TS-7 | TRANSITION | SCHLUTER | RONDEC | FINISH: WHITE COLOR COATED ALUMINUM (R0125W) | | PROVIDE INSIDE/OUTSIDE CORNERS AS NEEDED | CONTACT: NATIONAL ACCOUNTS - 877-556-5728 MAZDA@DALTILE.COM |
| VCT-1 | VINYL COMPOSITION TILE | ARMSTRONG | MIGRATIONS | T3503 | 12" X 12" | RESTROOM WALL TRIM | CONTACT: NATIONAL ACCOUNTS - 877-556-5728 MAZDA@DALTILE.COM |
| VF-1 | VINYL FLOORING | TAJIMA FLOORING | STEEL TILE | ASHEN GREY | 1/8" THICKNESS | TECH BREAKROOM FLOORING | CONTACT: JACK MACKERLEMAN AT ARMSTRONG (800) 356-9301 EXT. 8846 |
| WC-1 | WALL COVERING | KOROSEAL | MOJAVE | M46-3036 CHARBON | 18" X 36" 1/8" THICKNESS | BREAKROOM FLOORING | CONTACT: TAJIMA FLOORING (888) 682-2111 |
| WC-2 | WALL COVERING | KOROSEAL | MOJAVE II | 1651-89 ONYX | 54" WIDTH | GENERAL WALLS | CONTACT: JENNIFER OKUNSKI AT RJE INTERNATIONAL (837) 474-1887 jkunski@korseal.com **REFERENCE MAZMAZ NATIONAL ACCT # ma@korseal.com OR (866) 628-2280 |
| WC-3 | WALL COVERING | MDC | WHISPER | 1059WH/4734 ONYX **ALPHA 5805 | 54" WIDTH | ACCENT WALLS REQUIRED ON BACK WALL OF BOUTIQUE | CONTACT: JENNIFER OKUNSKI AT RJE INTERNATIONAL (837) 474-1887 jkunski@korseal.com **REFERENCE MAZMAZ NATIONAL ACCT # ma@korseal.com OR (866) 628-2280 |
| WC-4 | WALL COVERING | MDC | RENWICK | ERW2004 PAPYRUS | 54" WIDTH | CUSTOMER LOUNGE | CONTACT: MATTHEW STAFFORD AT MDC (614) 580-0676 mstallford@mdcwall.com **MUST USE ALPHA # FOR NATIONAL ACCT PRICING |
| WC-5 | WALL COVERING | MDC | CROSSLINES | W2-CC-07 COCKTAIL PEARL | 54" WIDTH | TECH BREAKROOM | CONTACT: MATTHEW STAFFORD AT MDC (614) 580-0676 mstallford@mdcwall.com **MUST USE ALPHA # FOR NATIONAL ACCT PRICING |
| WC-6 | WALL COVERING | MDC | ALLURE | Y466A04 GREY GULL | 54" WIDTH | GENERAL ADMIN/OFFICE | CONTACT: MATTHEW STAFFORD AT MDC (614) 580-0676 mstallford@mdcwall.com **MUST USE ALPHA # FOR NATIONAL ACCT PRICING |
| WH-1 | WALK-OFF MAT *NEW CONSTRUCTION | CS GROUP CS PEDS/SYSTEMS | REDIGED GL-HR(CARPET)- W/MILL PAUL & FRAME FINISH-1 (EXCESSIVE LEVEL BASE FLOWE) | HD- CARPET TREAD INSERT: 9322 SLATE | TBD PER LOCATION 1-13/16" DEPTH | CONFERENCE ROOM/ BREAK ROOM | CONTACT: MATTHEW STAFFORD AT MDC (614) 580-0676 mstallford@mdcwall.com **MUST USE ALPHA # FOR NATIONAL ACCT PRICING |
| WH-2 ALTERNATE | WALK-OFF MAT *NEW CONSTRUCTION | MOHAWK | LEES | STEP UP LITILE QL311 COLOR: 989 OBSIDIAN | TBD PER LOCATION 1-13/16" DEPTH | ENTRY VESTIBULE | CONTACT: THERESA AT CS GROUP (800) 233-8683 NOTE: USE WITH GR-1 |
| WP-1 OPTION 1 | WALL MATERIAL ON SOFFIT | VARIES | WALNUT OR HICKORY WOOD | OPTION 1: WALNUT OR HICKORY WOOD PLANKS, STAINED TO MATCH CT-1 FLOORING W/ FINISHED EDGES, ADHERED TO SOFFIT | 6" W X 4", 6", 8" PLANKS | JEWEL BOX SOFFIT | CONTACT: CATRIE THOMAS AT MOHAWK (626) 372-6127 catrie_thomas@mohawkind.com NOTE: USE WITH GR-1 NOTE: INSTALL MONOLITHIC ADHESIVE: FLEXLOK TABS ADHESIVE FREE SYSTEM, EMPRESS PSA ADHESIVE FOR PERIMETER GUE. *8 WEEK DELIVERY TIME |
| WP-1 OPTION 2 | NOT USED | | | | | | DEALER AND/OR G.C. TO DETERMINE OPTION 1 OR 3. INSTALL WITH RUNNING BOND PATTERN. |
| WP-1 OPTION 3 | WALL MATERIAL ON SOFFIT | MARAZZI PORCELAIN TILE | TRAVERT CHIC | OPTION 3: USE CT-1 COLOR: ITALIANO USE W/ GR-4 - GROUT | 6" X 46" PLANKS | JEWEL BOX SOFFIT | DEALER AND/OR G.C. TO DETERMINE OPTION 1 OR 3. CONTACT: NATIONAL ACCOUNTS - 877-556-5728 MAZDA@DALTILE.COM INSTALL WITH RUNNING BOND PATTERN. |



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DRAWING TITLE
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DWG NO.
A-4A.6

52 Park Ave., Ithaca, NY 14850
Phone: 607-255-7700

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FIXTURE SPECIFICATIONS

| CODE | MATERIAL | MANUFACTURER | PRODUCT | DESCRIPTION | | DIMENSION | LOCATION | ADDITIONAL INFORMATION |
|------------------|----------------|-------------------|-----------------|---|--|----------------|-------------------|---|
| | | | | COLOR | | | | |
| AGR-1 | ACRYLIC | EVONIK INDUSTRIES | ACRYLITE CP P95 | WHITE W/HD SC | | 1/4" THICKNESS | FIXTURES AS NOTED | CONTACT: EVONIK INDUSTRIES (513) 733-5111 |
| GL-1 | GLASS | BY G.C. | TEMPERED | CLEAR | | 1/4" THICKNESS | FIXTURES AS NOTED | BY G.C. |
| GL-2 | GLASS | BY G.C. | TEMPERED | CLEAR | | 3/8" THICKNESS | FIXTURES AS NOTED | BY G.C. |
| MT-1 NOT USED | | | | | | | | |
| MT-2 | METAL | BY FIXTURE VENDOR | STAINLESS STEEL | NO. 5 SATIN | | 16 GAUGE | FIXTURES AS NOTED | BY G.C. |
| PL-1 | LAMINATE | WILSONART | SOLIDS | 1595-60 BLACK MATTE FINISH | | | FIXTURES AS NOTED | CONTACT: DONNA ARIAPAD AT FLAGS INC. (513) 295-0380 |
| PL-2 | LAMINATE | WILSONART | SOLIDS | D354-60 DESIGNER WHITE MATTE FINISH | | | FIXTURES AS NOTED | CONTACT: DONNA ARIAPAD AT FLAGS INC. (513) 295-0380 |
| PL-3 | LAMINATE | WILSONART | WOODGRAINS | 7943K-07 WILSONART COLUMBIAN WALNUT | | | FIXTURES AS NOTED | CONTACT: DONNA ARIAPAD AT FLAGS INC. (513) 295-0380 |
| QS-1 | QUARTZ SURFACE | DUPONT | ZODIAQ | SNOW WHITE | | | COUNTERTOPS | CONTACT: JOHN KUNA AT OHIO VALLEY SUPPLY (800) 696-5608 EXT. 6120 |
| QS-2 | QUARTZ SURFACE | DUPONT | ZODIAQ | STORM GREY | | | COUNTERTOPS | CONTACT: JOHN KUNA AT OHIO VALLEY SUPPLY (800) 696-5608 EXT. 6120 |

FIXTURE FINISH SPECIFICATIONS

| CODE | NAME | MANUFACTURER & MODEL NUMBER | DESCRIPTION | LOCATION | ADDITIONAL INFORMATION |
|-------|------------------|-----------------------------|---------------------------------|--------------|------------------------|
| P.F.1 | SINK | KOHLER, K-2215 | LADENA, WHITE UNDERMOUNT SINK | TOILET ROOMS | |
| P.F.2 | FAUCET | DELTA, 599L-HPU | TRINISC COLLECTION, SOLID BRASS | TOILET ROOMS | |
| P.F.3 | TRASH RECEPTACLE | BRADLEY 2037-10 | SATIN STAINLESS | TOILET ROOMS | |



MAZDA
RETAIL EVOLUTION
IMAGE PROGRAM

PROJECT NO.
MAZ0000.00

CHECKED
CU

DATE
AUG '17

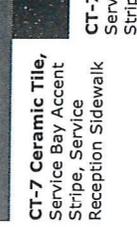
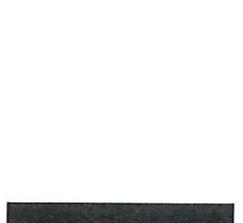
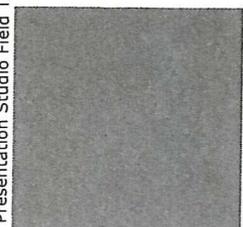
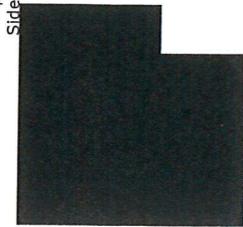
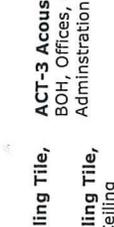
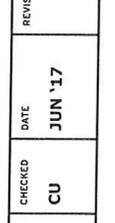
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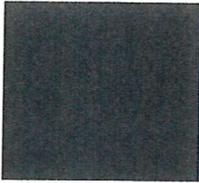
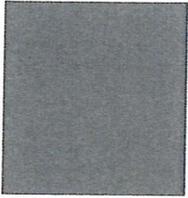
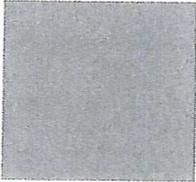
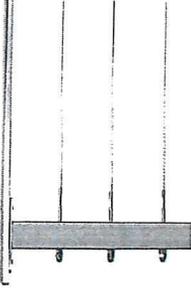
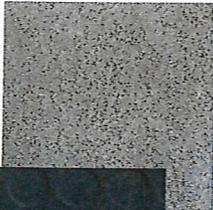
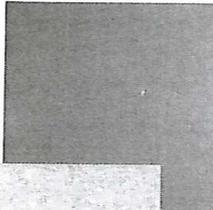
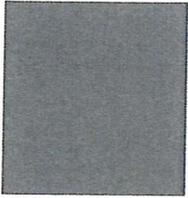
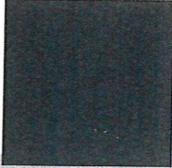
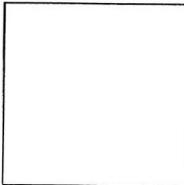
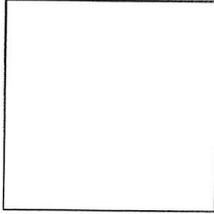
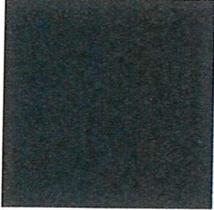
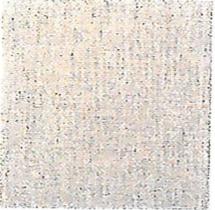
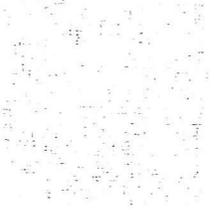
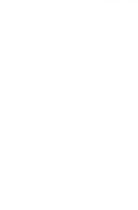
SCALE
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DRAWING TITLE
INTERIOR FINISH SCHEDULE

DWG NO.
A-4A.7

ChangeUp⁷
53 Park Ave., Dayton, OH 45419
Phone: 646-690-7700
These drawings are for communication of design intent only. These drawings are to specify size, shape, color, material and proportions, and are not to be used as fabrication drawings.

| | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|---|--|---|--|---|--|--|---|--|---|--|---|--|--|---|--|---|---|--|--|--|---|-----------------------------------|
|  <p>CT-1 Ceramic Tile, General Showroom Tile</p> |  <p>CT-2 Ceramic Tile, Studios Field Tile</p> |  <p>CT-3 Ceramic Tile, Service Floor, Service Reception, Tech Assisted Presentation Studio Field Tile</p> |  <p>CT-4 Ceramic Tile, Service Bay Accent Stripe, Service Reception Sidewalk</p> |  <p>CT-5 Ceramic Tile (ALT.), Service Bay Accent Stripe, Service Reception Sidewalk</p> |  <p>CT-6 Ceramic Tile (ALT.), Service Floor, Service Reception, Tech Assisted Presentation Studio Field Tile</p> |  <p>CT-7 Ceramic Tile (ALT.), Service Bay Accent Stripe, Service Reception Sidewalk</p> |  <p>CT-8 Ceramic Tile, Tech Restroom, Tech Locker Room Wall Field Tile</p> |  <p>CT-9 Ceramic Tile, Tech Restroom, Tech Locker Room Wall Field Tile</p> |  <p>CT-10 Ceramic Tile, Restroom Floor Field Tile</p> |  <p>CT-11 Ceramic Tile, Restroom Wall "Wet Wall"</p> |  <p>CT-12 Ceramic Tile, Restroom Wall Accent Tile</p> |  <p>CT-13 Ceramic Tile, Second Floor Corridor Floor Tile</p> |  <p>CT-4 Ceramic Tile, Second Floor Restroom Floor Tile</p> |  <p>CT-5 Ceramic Tile, Second Floor Restroom Wall Tile</p> |  <p>CPT-1 Carpet, Consultation, Sales Manager, F&I Office, Dealer, General Manager, Service Manager, Service Write-Up</p> |  <p>CPT-2 Carpet, Lounge</p> |  <p>CPT-3 Carpet, BOH, General Offices, Administration, Conference Room</p> |  <p>ACT-1 Acoustic Ceiling Tile, General Ceiling</p> |  <p>ACT-2 Acoustic Ceiling Tile, Showroom General Ceiling</p> |  <p>ACT-3 Acoustic Ceiling Tile, BOH, Offices, Conference Room, Service Reception Administration</p> |  <p>ACT-4 Acoustic Ceiling Tile, Service Reception</p> |  <p>ChangeUp 53 Park Ave., Dayton, OH 45419 Phone: 644-8047700</p> | <p>DRAWING TITLE INTERIOR MATERIAL PALETTE</p> | <p>DWG. NO. A-48.1</p> |
|--|---|---|--|---|--|---|--|--|---|--|---|--|---|--|--|---|--|---|---|--|--|--|---|-----------------------------------|

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|------------------------------------|---|---|--|-------------------------------------|---|--|---|---|--|--|---|--|---|--|---|--|---|--|--|--|---|--|---|--------------------------------------|---|---|---|--|---|--|---|---|---|--|---|---|---|--|--|---|---|---|---|--|---|--|---|-----------------|--|---|--------------------------|
|  | P-1 Paint, General Walls, Interior Lo Lustre |  | P-2 Paint, Accent Lo Lustre |  | P-4 Paint, General Walls, Semi Gloss |  | P-6 Paint, Accent Semi-Gloss |  | P-7 Paint, Service Base, Semi-Gloss |  | P-11 Paint, General Office, Semi-Gloss, WC-5 Alternate |  | RAIL-1 Interior Railing, General Showroom |  | RT-1 Rubber Tile Flooring, Service Manager, Retail Parts, Tires & Equipment |  | SC-1 Sealed Concrete, Parts Room, Back of House |  | VCT-1 Vinyl Composition Tile, Tech Breakroom Flooring |  | VF-1 Vinyl Flooring, Breakroom Flooring |  | RB-1 Resilient Base, Storage, Breakroom, General Offices, Conference Room, Admin. |  | PL-1 Laminate, Restroom Door Partitions |  | PL-3 Laminate, Showroom Doors |  | PL-4 Laminate, Restroom Partitions |  | PL-5 Laminate, Breakroom Countertop |  | PL-6 Laminate, Breakroom Cabinets |  | QS-1 Quartz Surface, Fixtures, general |  | WC-1 Wall Covering, General Walls |  | WC-2 Wall Covering, Accent Walls |  | WC-3 Wall Covering, Service Write Up, Customer Lounge |  | WC-4 Wall Covering, Tech Breakroom |  | WC-5 Wall Covering, General Admin., Office |  | WC-6 Wall Covering, Conference Room, Break Room |  | WM-1 Walk-Off Mat, Entry Vestibule (New Construction) |  | ChangeUp | 53 Park Ave 1, Dayton, OH 45419 Phone: 954.904.7700 | DRAWING TITLE INTERIOR MATERIAL PALETTE | DWG NO. A-4B.2 |
| | | | | | | | | | | | | SCALE Not to Scale | | REVISIONS | | DATE JUN '17 | | CHECKED CU | | PROJECT NO. MAZ0000.000 | | MAZDA RETAIL EVOLUTION IMAGE PROGRAM | | Mazda logo | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | <p>These drawings are for communication of design intent only. These drawings are to specify site, shape, color, features and proportions, and are not to be used as fabrication drawings.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |



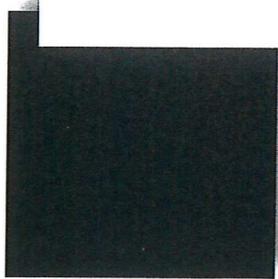
MT-2 Stainless Steel,
Fixtures as noted



GL-1 Glass,
Fixtures as noted



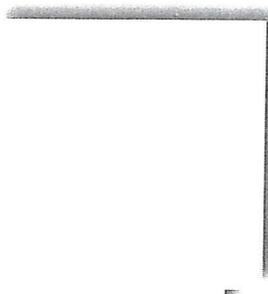
GL-2 Glass,
Fixtures as noted



PL-1 Laminate,
Fixtures as noted



PL-7 Laminate,
Fixtures as noted



PL-2 Laminate,
Fixtures as noted

PL-8 Laminate,
Fixtures as noted



QS-2 Quartz,
Fixtures as noted

QS-1 Quartz,
Fixtures as noted



**MAZDA
RETAIL EVOLUTION
IMAGE PROGRAM**

PROJECT NO.
MAZ0000.000

CHECKED
CU

DATE
JUN '17

REVISED

SCALE

Not to Scale



53 Park Ave | Dayton, OH 45419
Phone: 644.804.7700

DRAWING TITLE

FIXTURE MATERIAL PALETTE

DWG NO.

A-48.3

These drawings are for communication of design intent only. These drawings are to specify size, shape, color, features and proportions, and are not to be used as fabrication drawings.

CUT THIS PART OUT

LEGEND

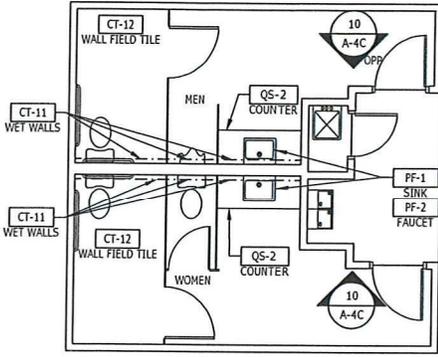
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| # | NOTE DESIGNATOR - REFER TO DRAWING NOTES ON THIS SHEET |
| ?-# | FINISH DESIGNATOR - REFER TO SCHEDULES ON A-4A, A-4B, A-7A AND A-7B SERIES SHEETS |
| G-# | GRAPHICS DESIGNATOR - REFER TO GRAPHICS SHEETS |

GENERAL NOTES

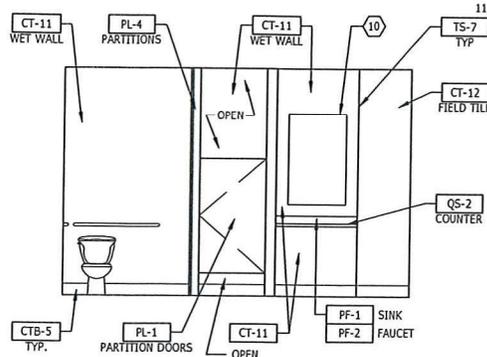
- ALL CEILING HEIGHTS AND CORRUGATED METAL BAND SOFFITS SHOWN HAVE BEEN ESTABLISHED BASED UPON A GROUND-UP PROTOTYPICAL STRUCTURE. MODIFICATIONS AND SUBJECTIVE ANALYSIS MAY BE REQUIRED IN RETROFIT CONDITIONS.
- ELEVATIONS SHOWN ARE PROTOTYPICAL. ACTUAL ELEVATIONS WILL VARY. SEE SITE SPECIFIC SHEETS FOR SPECIFIC INFORMATION.
- ALL WALLS TO BE P-3 UNLESS NOTED OTHERWISE.
- DEALER'S ARCHITECT/CONTRACTOR TO PROVIDE ACCESS TO THE REAR OF EACH INDIVIDUAL LETTER FOR BOTH FASTENING AND ELECTRICAL CONNECTIONS IN ACCORDANCE WITH THE N.E.C. AND LOCAL CODES. PROVIDE ACCESS THROUGH SOFFIT BOTTOM WHEN REAR ACCESS IS NOT POSSIBLE.
- PREFERRED CONDITIONS SHOWN. MODIFY AS REQUIRED PER PLAN.
- REFER TO REFLECTED CEILING PLAN ON SHEET A-5.1 AND A-5.2 FOR PROTOTYPICAL CEILING HEIGHTS.

DRAWING NOTES

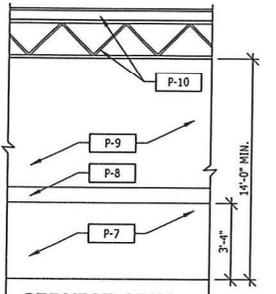
- GRAPHIC. SEE GRAPHICS SHEETS FOR ADDITIONAL INFORMATION.
- (CUSTOMER LOUNGE) VIDEO MONITOR.
- FIXTURE; SEE FIXTURE PLAN.
- RECESSED SHELVING STANDARDS @ 24" O.C.
- BASE TO MATCH ADJACENT FLOOR. SEE FINISH SCHEDULES FOR INFORMATION.
- SEE SHEET A-2B FOR FEATURE WALL DETAILS.
- EXTERIOR WALL.
- ALIGN METAL PANEL JOINTS.
- LIGHT FIXTURE. SEE SHEETS A-5 AND A-5A FOR INFORMATION.
- MIRROR.
- VIDEO MONITOR. MONITOR LAYOUT 3x3.



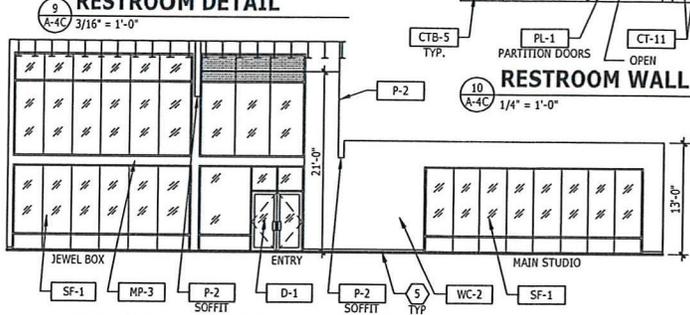
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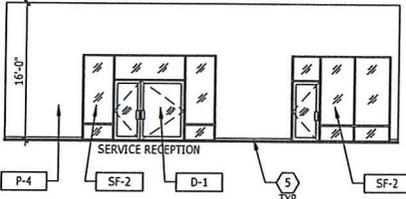
RESTROOM WALL ELEVATION



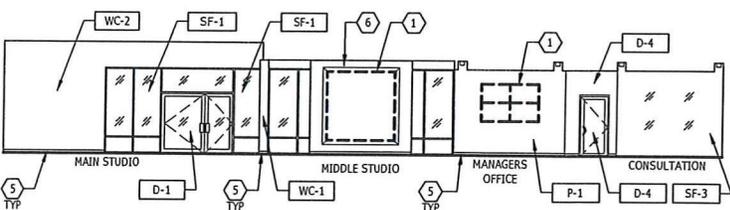
SERVICE AREA WALLS- TYP ELEVATION



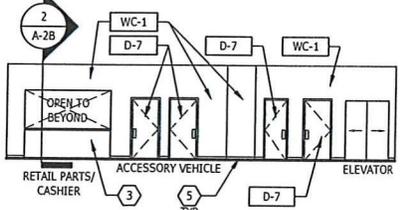
INTERIOR ELEVATION - FRONT



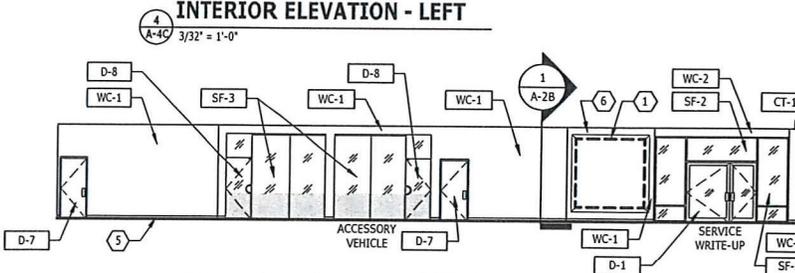
SERVICE RECEPTION



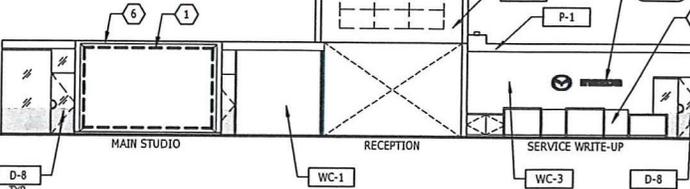
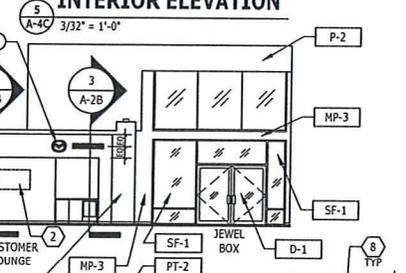
INTERIOR ELEVATION - LEFT



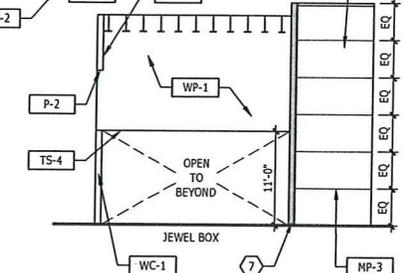
INTERIOR ELEVATION



INTERIOR ELEVATION - RIGHT



INTERIOR ELEVATION - REAR



JEWEL BOX ELEVATION

| | | | | | | | | | |
|--|---|-------------|---------|---------|---------|----------|--|---|---------|
| | MAZDA RETAIL EVOLUTION IMAGE PROGRAM | PROJECT NO. | CHECKED | DATE | REVISED | SCALE | ChangeUpTM <small>33 Park Ave. Shelton, CT 06489 Phone: 844-864-7700</small> | DRAWING TITLE | DWG NO. |
| | | MAZ0000.00 | CU | AUG '17 | APR '18 | AS NOTED | | INTERIOR WALL FINISH INFORMATION | A-4C |

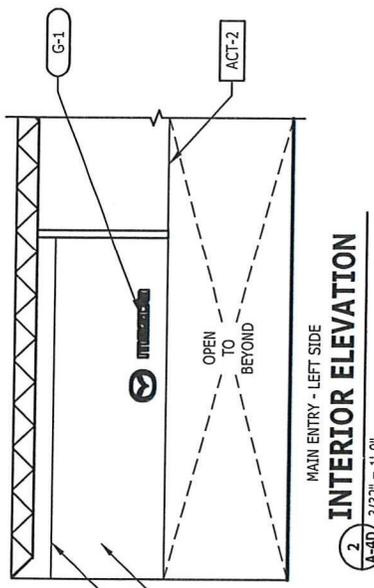
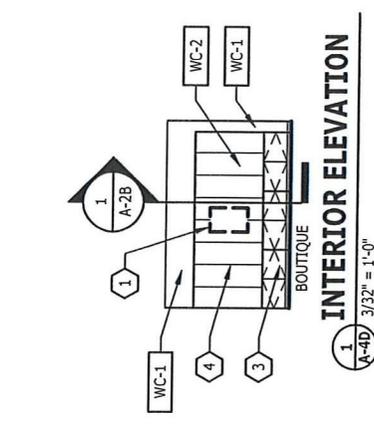
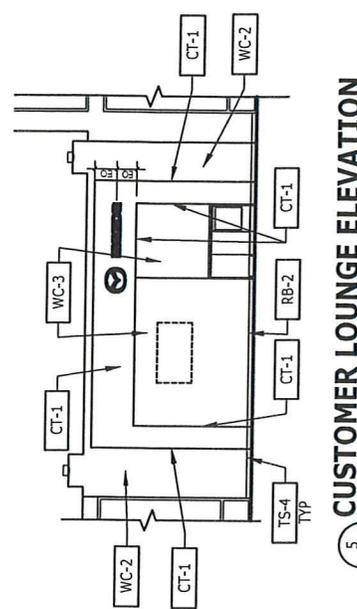
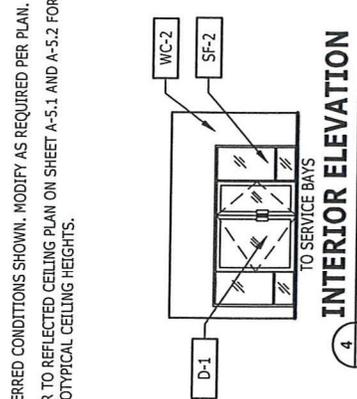
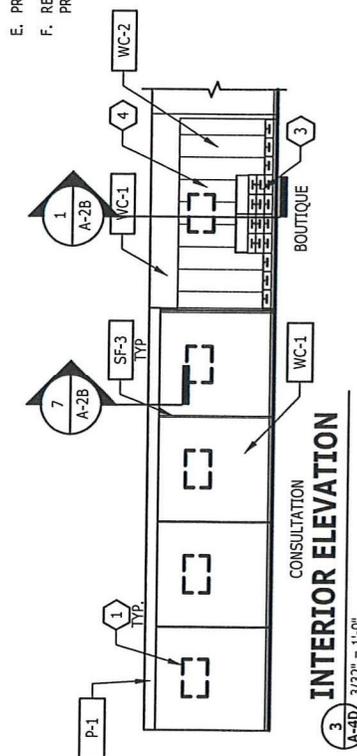
| LEGEND | |
|--------|---|
| ⬡ | NOTE DESIGNATOR - REFER TO DRAWING NOTES ON THIS SHEET |
| □-# | FINISH DESIGNATOR - REFER TO SCHEDULES ON A-4A, A-4B, A-7A AND A-7B SERIES SHEETS |
| G-# | GRAPHICS DESIGNATOR - REFER TO GRAPHICS SHEETS |

GENERAL NOTES

- A. ALL CEILING HEIGHTS AND CORRUGATED METAL BAND SOFFITS SHOWN HAVE BEEN ESTABLISHED BASED UPON A GROUND-UP PROTOTYPICAL STRUCTURE. MODIFICATIONS AND SUBJECTIVE ANALYSIS MAY BE REQUIRED IN RETROFIT CONDITIONS.
- B. ELEVATIONS SHOWN ARE PROTOTYPICAL. ACTUAL ELEVATIONS WILL VARY. SEE SITE SPECIFIC SHEETS FOR SPECIFIC INFORMATION.
- C. ALL WALLS TO BE P-3 UNLESS NOTED OTHERWISE.
- D. DEALER'S ARCHITECT/CONTRACTOR TO PROVIDE ACCESS TO THE REAR OF EACH INDIVIDUAL LETTER FOR BOTH FASTENING AND ELECTRICAL CONNECTIONS IN ACCORDANCE WITH THE N.E.C. AND LOCAL CODES. PROVIDE ACCESS THROUGH SOFFIT BOTTOM WHEN REAR ACCESS IS NOT POSSIBLE.
- E. PREFERRED CONDITIONS SHOWN. MODIFY AS REQUIRED PER PLAN.
- F. REFER TO REFLECTED CEILING PLAN ON SHEET A-5.1 AND A-5.2 FOR PROTOTYPICAL CEILING HEIGHTS.

DRAWING NOTES

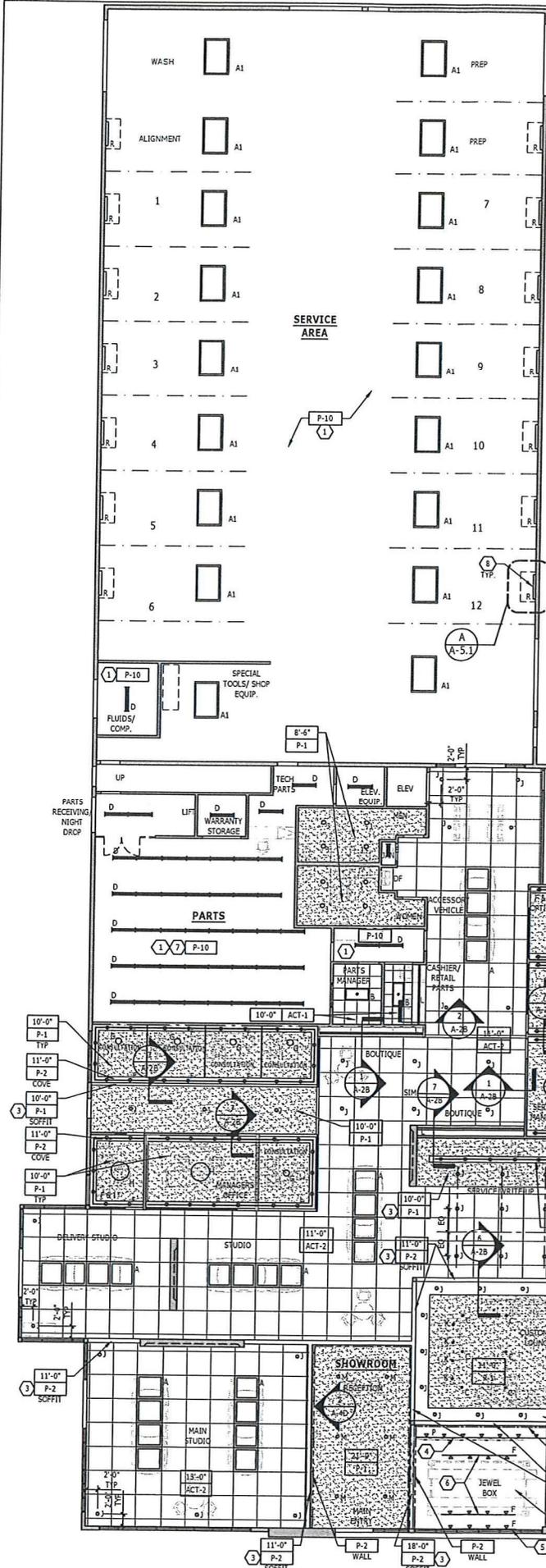
- 1. GRAPHIC. SEE GRAPHICS SHEETS FOR ADDITIONAL INFORMATION.
- 2. VIDEO SIZE AND PLACEMENT TO BE DETERMINED BY DEALER.
- 3. FIXTURE; SEE FIXTURE PLAN.
- 4. RECESSED SHELVING STANDARDS @ 24" O.C.



| | | | | | | | |
|--|--|---------------|-----------------|--------------------|-------------------|--|--|
| | PROJECT NO. MAZ0000.00 | CHECKED CU | DATE AUG '17 | REVISED DEC '17 | SCALE AS NOTED | DRAWING TITLE INTERIOR WALL FINISH INFORMATION | DWG NO. A-4D |
| | MAZDA RETAIL EVOLUTION IMAGE PROGRAM | MAZ0000.00 | CU | AUG '17 | DEC '17 | AS NOTED | 53 Park Ave. 1 Dayton, OH 45419 Phone: 544-804-7700 |

ChangeUpTM
These drawings are for communication of design intent only. These drawings are to specify site, shape, color, features and proportions, and are not to be used as fabrication drawings.

CUT THIS PART OUT



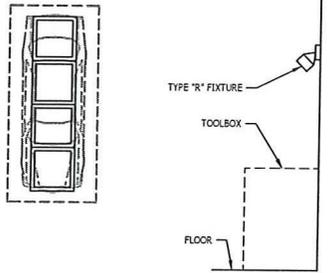
| LEGEND | |
|--------|--|
| | NOTE DESIGNATOR - REFER TO DRAWING NOTES ON THIS SHEET |
| | CEILING HEIGHT DESIGNATOR |
| | FINISH DESIGNATOR - REFER TO FINISH INFORMATION ON A-4A AND A-4B SERIES SHEETS |
| | DETAIL DESIGNATOR - REFER TO DETAIL "D" ON SHEET A-X |
| | ACT-1 2' X 2' ACT-2 4' X 4' ACT-3 2' X 4' |
| | GYPSUM CEILING, SOFFIT OR BULKHEAD |

- GENERAL NOTES**
- ALL CEILING HEIGHTS HAVE BEEN ESTABLISHED BASED UPON A GROUND-UP PROTOTYPICAL STRUCTURE. MODIFICATIONS AND SUBJECTIVE ANALYSIS MAY BE REQUIRED IN RETROFIT SITUATIONS.
 - SEE SHEET A-SA FOR LIGHT FIXTURE AND LAMP SCHEDULE.
 - IF PROPOSED CEILING HEIGHTS ARE NOT POSSIBLE IN RETROFITS, LOCAL ARCHITECT TO PUSH NEW CEILING AS HIGH AS PRACTICAL.
 - LIGHTING LAYOUT BY DEALER'S ARCHITECT TO BE COORDINATED WITH EQUIPMENT LAYOUT.
 - COORDINATE LIGHTING LAYOUT WITH STORAGE SYSTEM LAYOUT WITH TYPE "D" FIXTURE.

- DRAWING NOTES**
- EXPOSED STRUCTURE AND DECK IN THIS AREA.
 - FIXTURE LOCATED IN HOSPITALITY SOFFIT.
 - DRYWALL BULKHEAD.
 - TRACK SUSPENDED FROM BOTTOM OF CEILING STRUCTURE. AIM LIGHT AT WOOD ACCENT WALL.
 - TRACK MOUNTED TO INSIDE OF BEAM. AIM LIGHT AT VEHICLE BELOW LIFT. SEE C/A-7C.
 - TRACK SUSPENDED FROM BOTTOM OF CEILING STRUCTURE. AIM LIGHT AT VEHICLE ON LIFT.
 - COORDINATE LIGHTING LAYOUT WITH STORAGE SYSTEM LAYOUT.
 - FIXTURE MOUNTED ON WALL 4" ABOVE TOP OF TOOL BOX, ANGLED DOWN 45 DEGREES. SEE DETAIL A/A-5.1.

SHOWROOM CARS DISPLAY

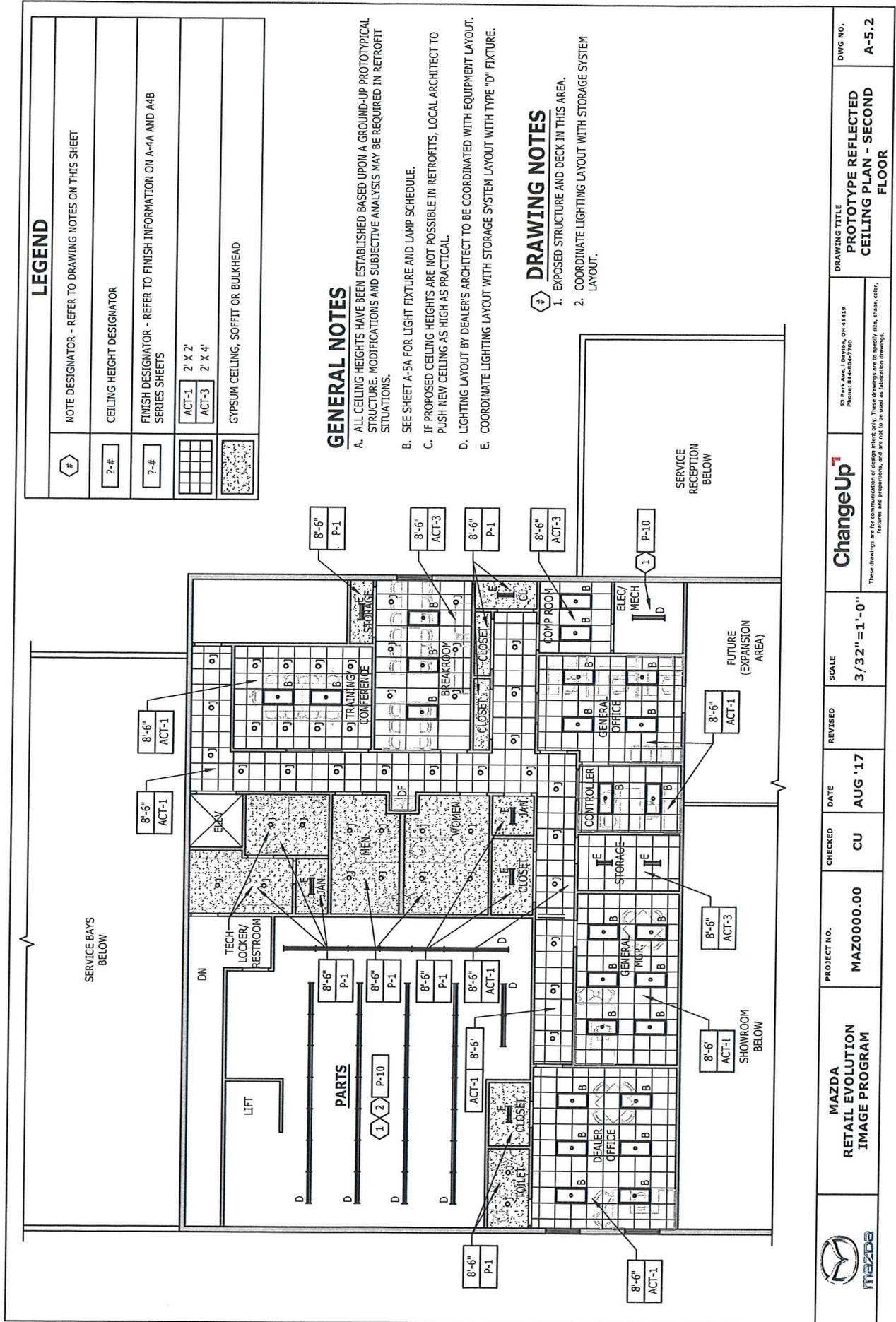
SHOWROOM CARS TO HAVE CEILING "A" LIGHTS, VEHICLE, AND CT-2 TILE TO ALIGN VERTICALLY



SERVICE LIGHT DETAIL

A-5.1 3/8" = 1'-0"

| | | | | | | | | |
|--|---|------------------------|------------|--------------|---------------------|--|--|---------|
| | MAZDA RETAIL EVOLUTION IMAGE PROGRAM | PROJECT NO. MAZ0000.00 | CHECKED CU | DATE AUG '17 | SCALE 3/32" = 1'-0" | ChangeUp 32 Park Ave., Dayton, OH 45419 Phone: 937-563-1700 | DRAWING TITLE PROTOTYPE REFLECTED CEILING PLAN - FIRST FLOOR | DWG NO. |
|--|---|------------------------|------------|--------------|---------------------|--|--|---------|



| LAMP SCHEDULE | | | | | | | | | | | DRAWING TITLE | | | | |
|---------------|---|-----------------------------------|-----------------------|----------------------|--------------------|-----------------------------------|----------------------------|--------|------------------------------------|---------------------------------------|---------------|--|------------------------|---|--|
| TYPE | SYMBOL | DESCRIPTION | MOUNTING | MFG | SERIES | LOCATION | COLOR | FINISH | APPROX. SIZE | CAT. NO. | WATT | TYPE | NOTES | CONTACT INFO | DWG NO. |
| A |  | 4x4 RECESSED LED | RECESSED | LSI | | SHOWROOM VEHICLE ACCESSORY | WHITE | | 48" x 48" | SFP24 LED 50 UE DIM 40 | 50W | 5000 LU 4000 K | 5 | JOANNA DUCKER AT LSI INDUSTRIES INC. DIRECT: 513-372-3110 CELL: 513-348-8715 | |
| A1 |  | 2x4 HIGH BAY LED | CHAIN HUNG 16' AFF | LSI | | SERVICE AREA | WHITE | | 24" x 24" | AL12 LEDHE 18L CA W UNV DIM 50 | 122W | 17429 LU 4000 K | 1,4 | JOANNA DUCKER AT LSI INDUSTRIES INC. DIRECT: 513-372-3110 CELL: 513-348-8715 | |
| A1 LED |  | 2x4 HIGH BAY LED | CHAIN HUNG 16' AFF | LSI | IMXNB | SERVICE AREA | WHITE | | 48" x 24" | LHB11 LED 18L S UNV DIM 40 ELDS | 131W | 17225 LU 4000K | 1,4 | | |
| B |  | 2x4 LED RECESSED | RECESSED | LSI | | OFFICES | WHITE | | 24" x 48" | ASC24 LED HO NW UE | 54W | 6855 LU 4000K | 4,7 | JOANNA DUCKER AT LSI INDUSTRIES INC. DIRECT: 513-372-3110 CELL: 513-348-8715 | |
| C |  | 4" DOWNLIGHT | RECESSED | LSI | | CUSTOMER LOUNGE | SPECULAR CLEAR | | 6-3/8" W 8-1/8" L 4-1/4" DIA | LCD4 19 LED 30 52 UE TR4R SF HAZ | 23W | 1952 LU 4000 K | 4,6 | JOANNA DUCKER AT LSI INDUSTRIES INC. DIRECT: 513-372-3110 CELL: 513-348-8715 | |
| D |  | LED STRIP | SUSPENDED 11' AFF | LSI | | STORAGE PARTS | WHITE | | 10" x 48" 9.5" x 48" | DW LED SS CW UE | 44W | 5220 LU 4000 K | 1,4 | JOANNA DUCKER AT LSI INDUSTRIES INC. DIRECT: 513-372-3110 CELL: 513-348-8715 | |
| E |  | WRAP | CEILING | LSI | | JANITOR CLOSET | WHITE | | 24" L | 882 LED SS CW UE | 29W | 3000+ LU 4000 K | | JOANNA DUCKER AT LSI INDUSTRIES INC. DIRECT: 513-372-3110 CELL: 513-348-8715 | |
| F |  | TRACK | SURFACE | LSI | | CUSTOMER SERVICE/ OFFICE COVES | BLACK | | 4" DIA 6-1/2" OAL | STRB30 20 LED 40 24 120 BK | 20W | 4000 K | 5 | JOANNA DUCKER AT LSI INDUSTRIES INC. DIRECT: 513-372-3110 CELL: 513-348-8715 | |
| G |  | DECORATIVE PENDANT | SUSPEND 6'-6" AFF | EUROFUSE | CHROMOS | OFFICES | HALF CHROME/ HALF GLASS | CHROME | 12" DIA. | 20454-012 | 9.5W | CREE AT19 800 LUMENS 30 CRI 2700K LED | 1 | | |
| | | DECORATIVE PENDANT (ALTERNATE) | SUSPEND 6'-6" AFF | VISO | BOLIO | OFFICES | HALF SILVER/ HALF GLASS | SILVER | 11.8" DIA. | US.SM.07.120.12 | | 60W | 1XE26 60W MAX, 120V | 1 | JHABY LOISOS AT VISO INC. JHABY@VISOINC.COM 416-461-8476 EXT.111 |
| H |  | DRUM PENDANT | SUSPEND 6'-6" AFF | BROWNLEE LIGHTING | 2600 LED SERIES | MGR/FINANCE OFFICE | NICKEL/WHITE LINEN | NICKEL | 36" DIA. | 2600-36-MT-C49LED- WHL-SCM-27K-DIM | 49W | 5116 LUMENS 2700K LED USE A DIMMER | 1 | | |

GENERAL NOTES:
 A. PROVIDE 4000K HIGH CRI LAMPS, UNLESS NOTED OTHERWISE
 B. PROVIDE SITI AND GRESS LIGHTING TO COMPLY WITH NATIONAL AND LOCAL CODES VOLTAGES ARE TO BE DETERMINED BY ELECTRICAL ENGINEER
 C. ALL LIGHTING SHALL BE APPROVED BY THE ARCHITECT OF RECORD
 D. ALL LIGHTING AS SPECIFIED OR APPROVED EQUIP. ARCHITECT OF RECORD TO CONTACT DESIGN FORUM FOR LIGHT FIXTURE SUBSTITUTION APPROVAL AS REQUIRED.

NOTES (CONTINUED):
 1. PROVIDE CABLE SUSPENSION AS NEEDED
 2. ENCLOSED & GASKETED
 3. LENGTH PER PLANS
 4. PROVIDE EMERGENCY OPTION FOR NORMAL/EMERGENCY GRESS LIGHTING AS REQUIRED.

| | | | | | | | |
|---|----------------------------------|----------------------|------------------------|---------------------------|----------------------|--|--------------------------|
|  | PROJECT NO. MAZ0000.00 | CHECKED CU | DATE AUG '17 | REVISED MAR '18 | SCALE NONE | DRAWING TITLE LIGHT FIXTURE SCHEDULE | DWG NO. A-5A.1 |
| | | | | | | | |

| TYPE | SYMBOL | DESCRIPTION | MOUNTING | MFG | SERIES | LOCATION | COLOR | FINISH | APPROX. SIZE | CAT. NO. | WATT | LAMPS | | CONTACT INFO |
|------|---|--|--|-----|--------|---------------------------------|--------|--------|-------------------------|---|-------------|---|-------|---|
| | | | | | | | | | | | | TYPE | NOTES | |
| J |  | 6" DOWNLIGHT | RECESSED | LSI | | HALLWAY/VARIOUS | WHITE | | 6" DIA | LAD6 41 LED 30 52 UE TR6R SF HAZ | 45W | 4000 LU 4000 K | 4,6 | JOANNA DUCKER AT LSI INDUSTRIES INC. DIRECT: 513-372-3110 CELL: 513-348-8715 |
| J1 |  | 10" DOWNLIGHT CYLINDER | PENDANT | LSI | | HALLWAY/VARIOUS OPEN CEILING | WHITE | | 10" DIA. | CYL6 S 29 LED 40 22 UE BK HAZ | 34W | 3000 LU 4000 K | 1 | JOANNA DUCKER AT LSI INDUSTRIES INC. DIRECT: 513-372-3110 CELL: 513-348-8715 |
| K |  | 3.5" PENDANT | SUSPEND 7' AFF | AXO | AX20P1 | CUSTOMER LOUNGE | CHROME | CHROME | 6.25" TALL 3.5" DIA. | USA20P1 XXCR MAXLITE SKG0902LED27 | 2W | T4 LED 70 LUMENS CRI > 80 2700K G9X (40W MAX) | 1 | |
| L |  | LINEAR RECESSED LIGHT | RECESSED | LSI | | BOUTIQUE | WHITE | | 2' | 3RLS * LED 06L LF UE 40 WHT | 6.8W /FT | 634 L/FT 4000 K | 3 | JOANNA DUCKER AT LSI INDUSTRIES INC. DIRECT: 513-372-3110 CELL: 513-348-8715 |
| M |  | 8" ROUND DOWNLIGHT | RECESSED | LSI | | MAIN ENTRANCE | WHITE | | 8" DIA | LAD8 41 LED 30 52 UE TR6R SF HAZ | 45W | 4145 LU 4000 K | 4 | JOANNA DUCKER AT LSI INDUSTRIES INC. DIRECT: 513-372-3110 CELL: 513-348-8715 |
| P |  | LED LINEAR HIGH OUTPUT WALL WASH | SUSPEND AT TOP OF WALL FROM STRUCTURE | LSI | | JEWEL BOX WP-1 OPTION WALL | BLACK | | 20' LONG x 1.25"DIA | LXW2 36 LED WW 24 MSV 125TC | 7W/FT | 760 LU/FT 4000 K | 3 | JOANNA DUCKER AT LSI INDUSTRIES INC. DIRECT: 513-372-3110 CELL: 513-348-8715 |
| Q | | NOT USED | | | | | | | | | | | | |
| R |  | STRIP LIGHT | WALL/SURFACE MOUNT 4' ABOVE WORK BENCH | LSI | | SERVICE AREA | WHITE | | 7"W 4.25"H 4'L | EG3 4 S LED HO CW UE 45MB | 60W | 6450 LU 4000 K | 2,5 | JOANNA DUCKER AT LSI INDUSTRIES INC. DIRECT: 513-372-3110 CELL: 513-348-8715 |
| R1 |  | STRIP LIGHT | CHAIN HUNG 12' AFF | LSI | | WASH BAY | WHITE | | 7"W 4.25"H 4'L | EG3 4 S LED HO CW UE | 60W | 6450 LU 4000 K | 2 | JOANNA DUCKER AT LSI INDUSTRIES INC. DIRECT: 513-372-3110 CELL: 513-348-8715 |

GENERAL NOTES:
 A. PROVIDE 4100K HIGH CRI LAMPS, UNLESS NOTED OTHERWISE.
 B. PROVIDE 4100K HIGH CRI LAMPS TO COMPLY WITH NATIONAL AND LOCAL CODES VOLTAGES ARE TO BE DETERMINED BY ELECTRICAL ENGINEER.
 C. LAMP COMPATIBILITY TO BE DETERMINED BY ELECTRICAL ENGINEER.
 D. ALL LIGHTING AS SPECIFIED OR APPROVED EQUAL ARCHITECT OF RECORD TO CONTACT DESIGN FORUM FOR LIGHT FIXTURE SUBSTITUTION APPROVAL AS REQUIRED.

NOTES (CONTINUED):
 1. PROVIDE CABLE SUSPENSION AS NEEDED.
 2. ENCLOSED & GASKETED.
 3. LENGTH PER PLANS.
 4. COORDINATE COLOR/FINISH WITH ARCHITECT.
 5. PROVIDE EMERGENCY OPTION FOR INDIVIDUAL/EMERGENCY EGRESS LIGHTING AS REQUIRED.

| | | | | | | | | | | | | | | |
|---|---|------------|---------|----|------|---------|---------|---------|-------|------|---------------|--|---------|--------|
|  | PROJECT NO. | MAZ0000.00 | CHECKED | CU | DATE | AUG '17 | REVISED | MAR '18 | SCALE | NONE | DRAWING TITLE | LIGHT FIXTURE SCHEDULE | DWG NO. | A-5A.2 |
| |  | | | | | | | | | | | 53 Park Ave., Dayton, OH 45419 Phone: 644-800-7700 These drawings are for communication of design intent only. These drawings are to specify site, shape, color, features and proportions, and are not to be used as fabrication drawings. | | |

| TYPE | SYMBOL | DESCRIPTION | MOUNTING | MFG | SERIES | LOCATION | COLOR | FINISH | APPROX. SIZE | CAT. NO. | LAMPS | | CONTACT INFO |
|------|---|-------------|----------|-----|--------|----------|-----------------|--------|----------------------------|-----------------------------|-------|--------------------|--|
| | | | | | | | | | | | WATT | TYPE | |
| X2 |  | WALL SCONCE | SURFACE | LSI | | DOORS | METALLIC SILVER | | 19"W X 8"H X 11" D | XWM FT LED 08 50 UE MSV | 72W | 5700 LU 4000 K | JOANNA DUCKER AT LSI INDUSTRIES INC. DIRECT:513-372-3110 CELL: 513-348-8715 |
| X3 |  | FLOOD | SURFACE | LSI | | ENTRY | METALLIC SILVER | | 9"W X 14"H X 4" D | XFLM xx LED 49 HO CW UE MSV | 64W | 6500 LU 4000 K | JOANNA DUCKER AT LSI INDUSTRIES INC. DIRECT:513-372-3110 CELL: 513-348-8715 |
| X4 |  | AREA LIGHT | POLE | LSI | | SITE | METALLIC SILVER | | 13 1/2" X 31 1/8" X 7 1/4" | XALM x LED HO 50 UE MSV | 315W | 35300 LU 4100 K | JOANNA DUCKER AT LSI INDUSTRIES INC. DIRECT:513-372-3110 CELL: 513-348-8715 |

NOTES (CONTINUED):
 1. PROVIDE CABLE SUSPENSION AS NEEDED
 2. ENCLOSED & GASKETED
 3. PROVIDE PLASTER RING FOR DRYWALL APPLICATION
 4. FOR OPEN CEILINGS, PROVIDE SMK-C024 SURFACE MOUNTING KIT FOR SUSPENDED INSTALLATION.
 5. PROVIDE EMERGENCY OPTION FOR NORMAL/EMERGENCY EGRESS LIGHTING AS REQUIRED.
 6. SEE ARCHITECTURAL SECTIONS FOR MOUNTING HEIGHT(S).
 7. PROVIDE PLASTER RING FOR DRYWALL APPLICATION.
 8. PROVIDE EXIT AND EGRESS LIGHTING FOR NORMAL/EMERGENCY EGRESS LIGHTING AS REQUIRED.
 9. LAMP COMPATIBILITY TO BE VERIFIED BY ELECTRICAL ENGINEER
 10. ALL LIGHTING AS SPECIFIED OR APPROVED EQUAL ARCHITECT OF RECORD TO CONTACT DESIGN FORUM FOR LIGHT FIXTURE SUBSTITUTION APPROVAL AS REQUIRED.

| | | | | | | | | | | | | | | |
|---|--|---|------------|---------|----|------|---------|---------|---------|-------|------|--|---|-------------------|
|  | MAZDA RETAIL EVOLUTION IMAGE PROGRAM | PROJECT NO. | MAZ0000.00 | CHECKED | CU | DATE | AUG '17 | REVISED | MAR '18 | SCALE | NONE | ChangeUp ⁷ 53 Park Ave., Dayton, OH 45419 Phone: 844-904-7700 | DRAWING TITLE LIGHT FIXTURE SCHEDULE - EXTERIOR | DWG NO. A-5A.3 |
| | | These drawings are for communication of design intent only. These drawings are to specify size, shape, color, features and proportions, and are not to be used as fabrication drawings. | | | | | | | | | | | | |

CUT THIS PART OUT

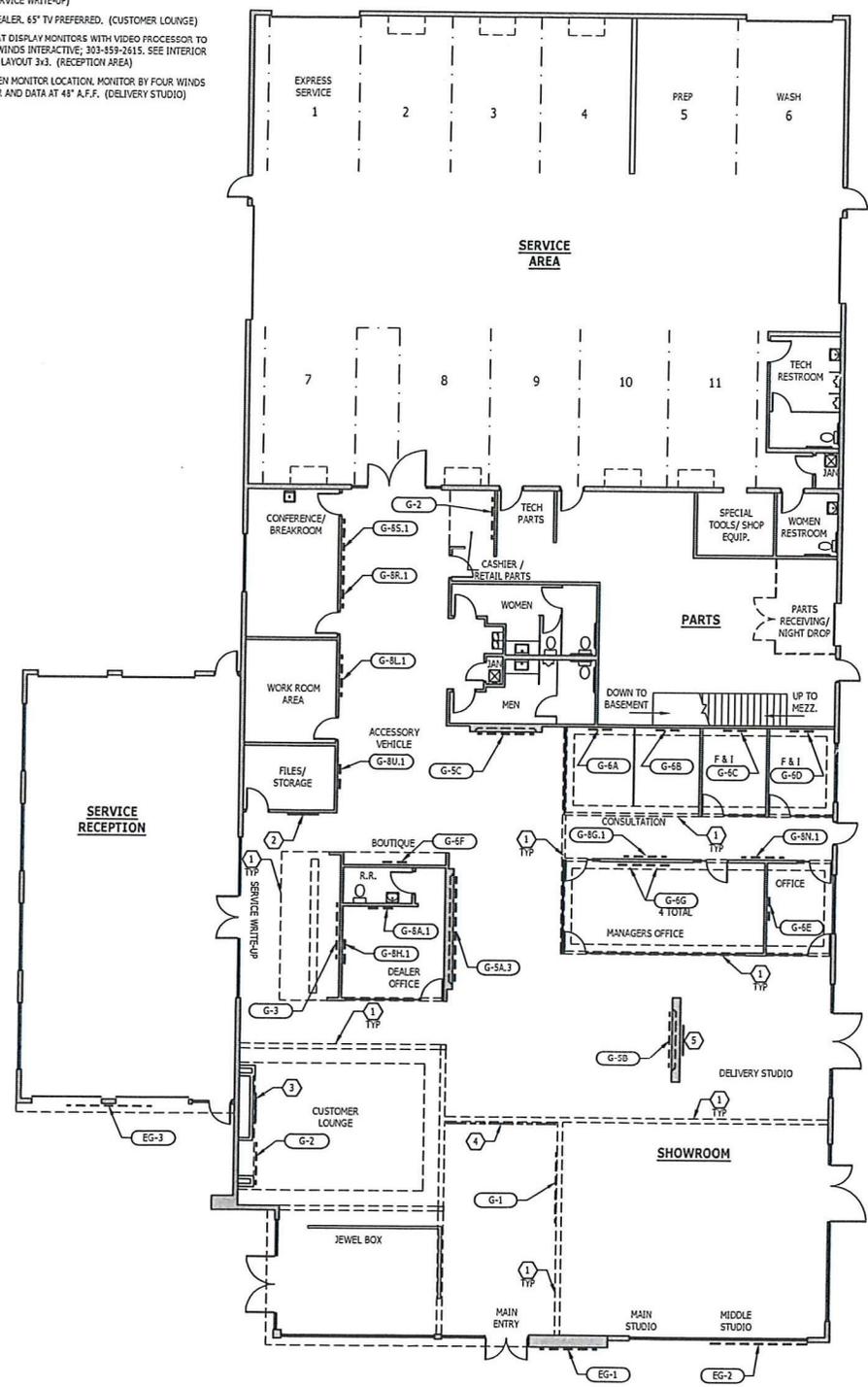
| LEGEND | |
|-------------|--|
| (Z) | NOTE DESIGNATOR - REFER TO DRAWING NOTES ON THIS SHEET |
| EG-X G-X | GRAPHICS DESIGNATOR - REFER TO GRAPHICS SHEETS |
| --- | GRAPHICS SYMBOL AND APPROX. LOCATION. REFER TO GRAPHICS SHEETS FOR DESCRIPTION |

GENERAL NOTES

- A. THE FOLLOWING GRAPHIC PLACEMENT SUMMARY IS BASED ON A PROTOTYPICAL ARRANGEMENT OF ARCHITECTURAL ELEMENTS AND ROOM PLACEMENT. NOT ALL CONDITIONS WILL BE APPLICABLE IN EVERY DESIGN SOLUTION AND SOME GRAPHICS WILL NOT BE UTILIZED. THE DEALER SHOULD REVIEW HIS/HER INDIVIDUAL PLAN WITH THE GRAPHICS VENDOR TO DETERMINE THE APPROPRIATE GRAPHIC TO BE USED AND THE MOST SUITABLE LOCATION.
- B. DEALER TO CONTACT REGIONAL DEALER DEVELOPMENT DEPARTMENT TO SCHEDULE EXTERIOR SIGN SURVEY.
- C. AS WITH ALL ARCHITECTURAL ELEMENTS, STRUCTURAL SUPPORT FOR SIGNAGE MUST BE DETERMINED BASED ON LOCAL CONDITIONS AND CODES, INCLUDING BUT NOT LIMITED TO WIND LOAD, SEISMIC CONDITIONS, SNOW LOADS, ETC.
- D. ALL GRAPHICS AND WALL PANELS MAY REQUIRE BLOCKING OR OTHER POSITIVE FORM OF ANCHORAGE. COORDINATE THE GRAPHICS PACKAGE WITH THE GRAPHICS VENDOR PRIOR TO CLOSING ANY WALL CAVITIES.
- E. SELECT SIGNS ARE ELECTRIFIED. REVIEW GRAPHICS SECTION OF THIS BOOK TO IDENTIFY WHICH GRAPHICS REQUIRE POWER. PROVIDE ACCESS TO ALL ELECTRICAL COMPONENTS PER NEC AND LOCAL CODES.

DRAWING NOTES

- 1. LINE OF SOFFIT ABOVE.
- 2. VIDEO LOCATION. VIDEO MONITOR BY FOUR WINDS INTERACTIVE; 303-859-2615. POWER AND DATA AT 72" A.F.F. (SERVICE WRITE-UP)
- 3. TV PROVIDED AND INSTALLED BY DEALER. 65" TV PREFERRED. (CUSTOMER LOUNGE)
- 4. VIDEO LOCATION. 55" LARGE FORMAT DISPLAY MONITORS WITH VIDEO PROCESSOR TO LINK DISPLAYS. MONITOR BY FOUR WINDS INTERACTIVE; 303-859-2615. SEE INTERIOR ELEVATIONS FOR LAYOUT. MONITOR LAYOUT 3x3. (RECEPTION AREA)
- 5. VERTICALLY MOUNTED TOUCH SCREEN MONITOR LOCATION. MONITOR BY FOUR WINDS INTERACTIVE; 303-859-2615. POWER AND DATA AT 48" A.F.F. (DELIVERY STUDIO)



| | | | | | | | | | | |
|--|---|-------------|---------|---------|---------|-------------|-----------------------------|--|-------------------------|----------|
| | NAPLETON MAZDA OF ARLINGTON HEIGHTS ARLINGTON HEIGHTS, IL | PROJECT NO. | CHECKED | DATE | REVISED | SCALE | ChangeUp⁷ | 28 Park Ave. Easton, Oh 43121 Phone: 614-653-2700 | DRAWING TITLE | DWG. NO. |
| | | MAZ0201.03 | CU | APR '18 | 4/16/18 | 3/32"=1'-0" | | | GRAPHICS PLACEMENT PLAN | A-6 |

| CODE | MATERIAL | MANUFACTURER | DESCRIPTION | | DIMENSION | LOCATION | ADDITIONAL INFORMATION |
|--------------------------------|---------------------------------------|--|---|---|--|--------------------------------------|--|
| | | | PRODUCT | COLOR | | | |
| CF-1 | CAP FLASH | PROVIDED BY ARCHITECT OF RECORD | | | | | |
| CMU-1 | CONCRETE MASONRY UNIT | ANCHOR CONCRETE PRODUCTS (OLDCASTLE ARCHITECTURAL BRAND) | ANCHOR SPLIT FACE BLOCK | L-15 NOTE: USE WITH LEHIGH MASONRY CEMENT, COLOR L-15 | 8" X 16" STANDARD SPLIT FACE BLOCK, NO RIBBING | EXTERIOR PERIMETER OF BUILDING | CONTACT: DAVID J. KEARNEY AT ALPOLIC (757) 382-5724 CONTACT: STEVEN EASTER AT ANCHOR CONCRETE PRODUCTS, INC. (908) 415-8445 OR CONTACT: DAVID JAYE AT ANCHOR CONCRETE PRODUCTS, INC. (908) 415-5740 NOTE: FOR PRODUCT SUBSTITUTION REFER TO OLDCASTLE ARCHITECTURAL PRODUCTS. NOTE: REFER TO MANUFACTURER'S SALES REPRESENTATIVE FOR APPROPRIATE PRODUCTS, INSTALLATION RECOMMENDATIONS AND PRODUCT SUBSTITUTIONS BASED ON REGION. |
| D-1 | MAN DOOR | PITCO ARCHITECTURAL METALS, INC. OR EQUAL | STANDARD NARROW STYLE CENTER HUNG DOOR | #63 BLACK FINISH GLASS & ALUMINUM | PAIR 3070, MAIN ENTRY PAIR 4070, PAIR 3050 | SHOWROOM, DELIVERY, VEHICLE DELIVERY | CONTACT: PITCO ARCHITECTURAL METALS (800) 992-7488 |
| D-2 | ROLLING OVERHEAD DOOR | PROVIDED BY ARCHITECT OF RECORD | | #63 BLACK FINISH GLASS & ALUMINUM | 10'X10' | SERVICE RECEPTION | |
| D-3 | ROLLING OVERHEAD PARTS RECEIVING DOOR | PROVIDED BY ARCHITECT OF RECORD | | NO GLAZING PAINT: SEE EP-1 | | PARTS RECEIVING | |
| D-4 | MAN DOOR | PITCO ARCHITECTURAL METALS, INC. OR EQUAL | STANDARD NARROW STYLE CENTER HUNG DOOR | #63 BLACK FINISH GLASS & ALUMINUM | 3070 | SHOWROOM, SERVICE RECEPTION | CONTACT: PITCO ARCHITECTURAL METALS (800) 992-7488 |
| D-5 | ROLLING OVERHEAD DOOR | PROVIDED BY ARCHITECT OF RECORD | | PROVIDE SINGLE BAND OF GLASS PAINT TO MATCH PAINT: X - SEE EP-1 | SEE DRAWING FOR SIZE | SERVICE BAYS | |
| D-6 | SOLID MAN DOOR | PROVIDED BY ARCHITECT OF RECORD | | | | SERVICE | |
| EP-1 | EXTERIOR PAINT | PPG INDUSTRIES OR EQUAL | AMMA 2605 KYMAR FLOUROPOLYMER SYSTEM | #D0N1 53/00 VEIL | | EXTERIOR METAL DOORS | CONTACT: BOB SHROCK AT PPG ARCHITECTURAL COATINGS (513) 343-2355; BOB.SCHROCK@PPG.COM |
| EP-2 ALT TO MP-2 | EXTERIOR PAINT | PPG PAINTS | | ATMOSPHERE #108B 83/006 ORDER #A0357 | | EXTERIOR FACADE | NOTE: CONTACT MANUFACTURER TO OBTAIN APPROPRIATE PRIMER & PAINT SERIES FOR SUBSTRATE |
| EP-3 ALT TO MP-3, EIFS-1 | EXTERIOR PAINT | PPG PAINTS | | OMYX PPG011-7 | | EXTERIOR FACADE | |
| EP-4 ALT TO EIFS-2 | EXTERIOR PAINT | PPG PAINTS | | FLAGSTONE PPG001-4 | | EXTERIOR FACADE | |
| EIFS-1 | EXTERIOR INSULATING FINISHING SYSTEM | DRYVIT SYSTEMS, INC | MAZD001.0225 SANDPEBBLE FINE | 715 LICORICE | | EXTERIOR FACADE | CONTACT: BOB DAZEL AT DRYVIT SYSTEMS (734) 276-0404 BOB.DAZEL@DRYVIT.COM |
| EIFS-2 | EXTERIOR INSULATING FINISHING SYSTEM | DRYVIT SYSTEMS, INC | STRATO TONE HP SANDPEBBLE FINE | 614 SHORE SIGNAL | | EXTERIOR REAR FACADE | CONTACT: BOB DAZEL AT DRYVIT SYSTEMS (734) 276-0404 BOB.DAZEL@DRYVIT.COM |
| EIFS-3 | EXTERIOR INSULATING FINISHING SYSTEM | DRYVIT SYSTEMS, INC | MAZD003.1094S LYMESTONE TEXTURED STANDARD | 101 SUPER WHITE | | EXTERIOR FACADE | CONTACT: BOB DAZEL AT DRYVIT SYSTEMS (734) 276-0404 BOB.DAZEL@DRYVIT.COM |
| GF-1 | GLASS FILM | 3M | FASARA, ILLUMINA SH2FG1M-G | DENSITY: 100% AT TOP TO 0% AT BOTTOM | | INSIDE SURFACE OF EXTERIOR FACADE | CONTACT: 1-888-650-3497 |



MAZDA
RETAIL EVOLUTION
IMAGE PROGRAM

PROJECT NO.
MAZ0000.00

CHECKED
CU

DATE
AUG '17

REVISD
NONE

SCALE
NONE

ChangeUp⁷
53 Park Ave. 1 Dayton, OH 45419
Phone: 844-804-2700

DRAWING TITLE
EXTERIOR FINISH SCHEDULE

DWG NO.
A-7A.1

These drawings are for communication of design intent only. These drawings are to specify size, shape, color, features and proportions, and are not to be used as fabrication drawings.

| CODE | MATERIAL | MANUFACTURER | DESCRIPTION | | DIMENSION | LOCATION | ADDITIONAL INFORMATION |
|------------------|-------------|-----------------------------------|--|--|------------|--------------------------------------|--|
| | | | PRODUCT | COLOR | | | |
| MP-1 NOT USED | | | | | | | CONTACT: DUTCH JUDEMAN ALCOA BUILDING & CONSTRUCTION SYSTEMS (478) 319-0139 NOTE: FOR NATIONAL ACCOUNT PRICING PLEASE CONTACT VENDOR ABOVE |
| MP-2 | METAL PANEL | REYNOBOND | DRY JOINT SYSTEM | R8160PE WINTER WHITE | 62" x 196" | EXTERIOR FACADE | ALTERNATE APPROVED VENDOR: CONTACT: MIKE CALDWELL, 3A COMPOSITES USA INC. (770) 982-5822 MIKE.CALDWELL@3ACOMPOSITES.COM |
| MP-3 | METAL PANEL | REYNOBOND | DRY JOINT SYSTEM | R8160PE ELEGANT BLACK | 62" x 196" | EXTERIOR FACADE | ALTERNATE APPROVED VENDOR: CONTACT: DAVE KEARNEY, ALPOLIC MATERIALS (257) 932-5724 DAVE_KEARNEY@M-CHEM.COM |
| MP-4 | METAL PANEL | REYNOBOND | DRY JOINT SYSTEM | COLORWELD 500 R8160SA ANODIC CLEAR | | EXTERIOR FACADE | |
| SF-1 | STORE FRONT | PITTCO ARCHITECTURAL METALS, INC. | CURTAIN WALL SYSTEMS TMW 450 & TMW 450 EFG | ANODIZED BLACK FINISH #63 | | EXTERIOR SHOWROOM FRONT FACADE | PROVIDED BY ARCHITECT OF RECORD NOTE: WINDOW GLAZING, TINT OR FILM SHOULD BE IN COMPLIANCE WITH LOCAL ENERGY CODES. IT IS THE RESPONSIBILITY OF THE ARCHITECT OF RECORD TO PERFORM DUE DILIGENCE IN PREPARING THE CONSTRUCTION DOCUMENTS TO ENSURE A CODE COMPLIANT BUILDING. |
| SF-2 | STORE FRONT | PITTCO ARCHITECTURAL METALS, INC. | STOREFRONT SYSTEMS TMS CENTER GLAZED THERMAL | ANODIZED BLACK FINISH #63 | | EXTERIOR GENERAL | |



MAZDA
RETAIL EVOLUTION
IMAGE PROGRAM

PROJECT NO.
MAZ0000.00

CHECKED
CU

DATE
AUG '17

REVISED
SCALE
NONE

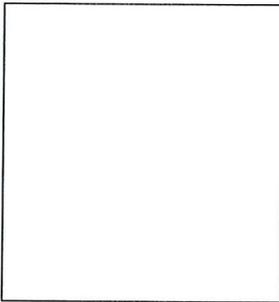
ChangeUp⁷

12 Park Ave., Derry, NH 03834
Phone: 603-424-7700

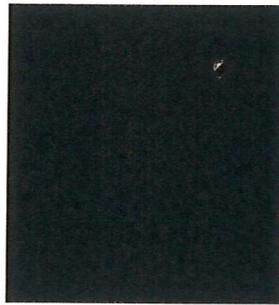
DRAWING TITLE
EXTERIOR FINISH SCHEDULE

DWG NO.
A-7A.2

These drawings are for communication of design intent only. These drawings are to specify size, shape, color, features and proportions, and are not to be used as fabrication drawings.



MP-2 Metal Panel,
Exterior Facade



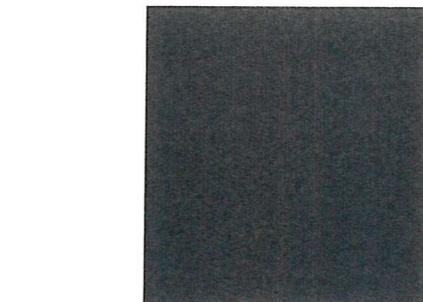
MP-3 Metal Panel,
Exterior Facade



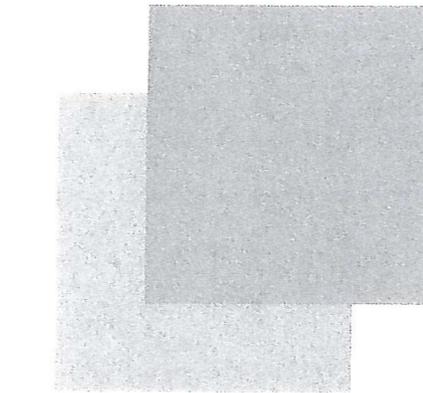
MP-4 Metal Panel,
Exterior Facade Accent Strip



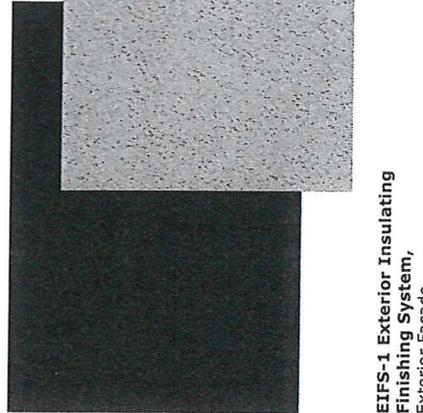
CMU-1 Concrete Masonry Unit,
Exterior Perimeter of Building



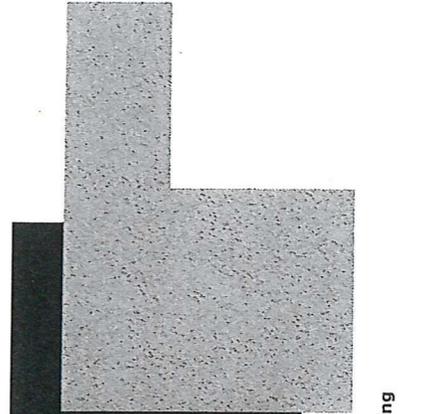
EP-2 Exterior Paint,
Exterior Facade



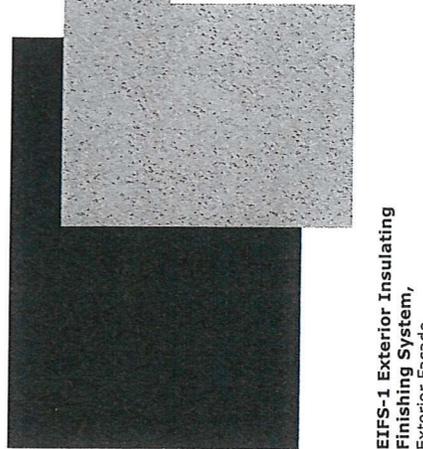
EP-1 Exterior Paint,
Exterior Metal Doors



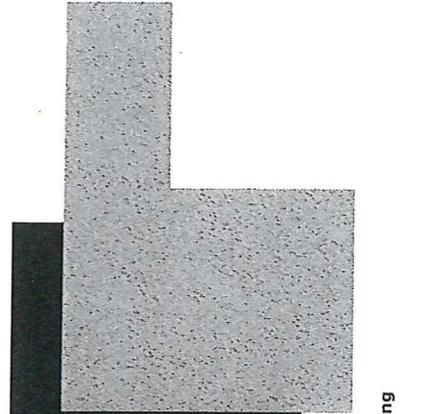
EP-4 Exterior Paint,
Exterior Facade



**EIFS-1 Exterior Insulating
Finishing System,**
Exterior Facade



**EIFS-2 Exterior Insulating
Finishing System,**
Exterior Rear Facade



**EIFS-3 Exterior Insulating
Finishing System,**
Exterior Rear Facade



**MAZDA
RETAIL EVOLUTION
IMAGE PROGRAM**

PROJECT NO.
MAZ0000.000

CHECKED
CU

REVISOR
CU

SCALE
Not to Scale

ChangeUpTM

53 Park Ave | Dayton, OH 45419
Phone: 944.804.7700

DRAWING TITLE
EXTERIOR MATERIAL PALETTE

DWG NO.
A-7B

These drawings are for communication of design intent only. These drawings are to specify size, shape, color, features and proportions, and are not to be used as fabrication drawings.

CUT THIS PART OUT

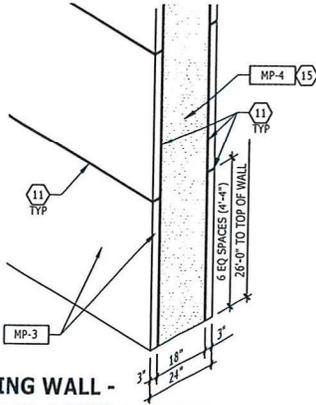
| LEGEND | |
|--------|---|
| | NOTE DESIGNATOR - REFER TO DRAWING NOTES ON THIS SHEET |
| | FINISH DESIGNATOR - REFER TO EXTERIOR FINISH INFORMATION ON SHEET A-4A AND A-4B |
| | DETAIL DESIGNATOR - REFER TO DETAIL "T" ON SHEET A-X |

DRAWING NOTES

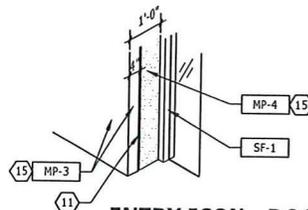
1. ROOF SYSTEM.
2. ROOF JOIST.
3. BLOCKING AS REQUIRED.
4. STEEL STRUCTURE - SIZE/DESIGN BY ARCHITECT OF RECORD.
5. TRACK FOR ROLL-UP DOOR.
6. FRAMING/DETAILING FOR CANOPY BY ARCHITECT OF RECORD.
7. POSITIVE ANCHORAGE/BLOCKING THE FULL LENGTH OF CANOPY.
8. SIGNAGE - SEE GRAPHIC SHEETS FOR ADDITIONAL INFORMATION.
9. SLOPE SIDEWALK AWAY FROM BUILDING FOR POSITIVE DRAINAGE.
10. SHEATHING/SUBSTRATE.
11. 1/2" REVEAL.
12. FLASHING.
13. AIM LIGHT FIXTURE TO ILLUMINATE VEHICLE ON VEHICLE LIFT.
14. AIM LIGHT FIXTURE TO ILLUMINATE VEHICLE BELOW VEHICLE LIFT.
15. MINIMUM POSSIBLE BUTT JOINTS ONLY.
16. ACM PANELS TO BE INSTALLED PER MANUFACTURER GUIDELINES.
17. TOWER MP-3 PANELS TO WRAP AROUND ON NON-ENTRY SIDE.

GENERAL NOTES

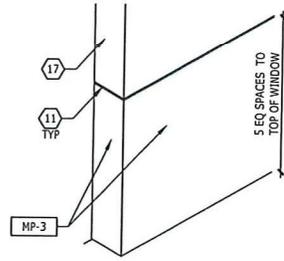
- A. THE PURPOSE OF THESE DRAWINGS IS TO CONVEY THE DESIGN INTENT AND FINISH MATERIAL SPECIFICATIONS ONLY. THEY ARE NOT TO BE USED TO OBTAIN BUILDING PERMITS OR FOR ACTUAL CONSTRUCTION OF THE PROJECT. COMPLIANCE WITH LOCAL BUILDING ORDINANCES, FIRE REGULATIONS, ZONING CODES AND ADA REGULATIONS IS BEYOND THE SCOPE OF THESE DOCUMENTS.
- B. THE PROPOSED DESIGN SOLUTION MAY REQUIRE MODIFICATIONS BECAUSE OF JOB SPECIFIC INFORMATION REGARDING GRADING, UTILITIES, EASEMENTS, SETBACKS, WATER RETENTION, AND SITE ACCESS. ALL STRUCTURAL MODIFICATIONS MUST BE CAREFULLY ANALYZED BY A LICENSED STRUCTURAL ENGINEER AND MODIFIED/DESIGNED AS REQUIRED.
- C. COMPLIANT CONSTRUCTION DOCUMENTS ARE TO BE PREPARED BY LICENSED PROFESSIONALS WHO ARE WILLING TO ACCEPT RESPONSIBILITY FOR PROPER APPLICATION OF THESE INTENT DOCUMENTS.
- D. ALL GRAPHICS AND WALL PANELS MAY REQUIRE BLOCKING OR OTHER POSITIVE FORM OF ANCHORAGE. COORDINATE WITH THE GRAPHICS VENDOR PRIOR TO CLOSING ANY WALL CAVITIES. SELECT SIGNS ARE ELECTRIFIED. REVIEW GRAPHICS SECTION OF THIS BOOK TO IDENTIFY WHICH GRAPHICS REQUIRE POWER.



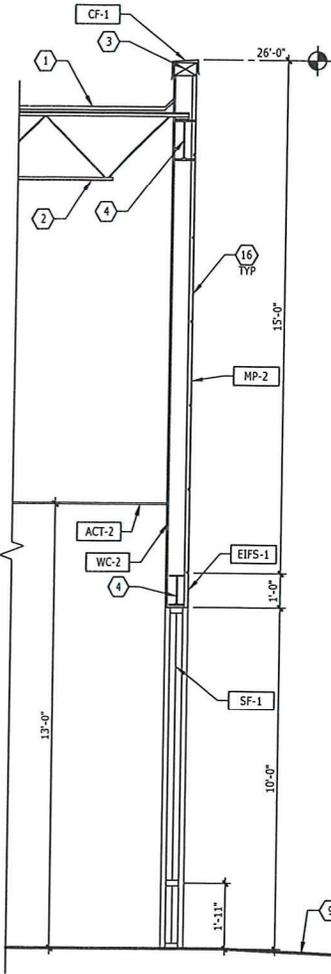
WING WALL - METAL PANEL ACCENT
SCALE: 3/8"=1'-0"



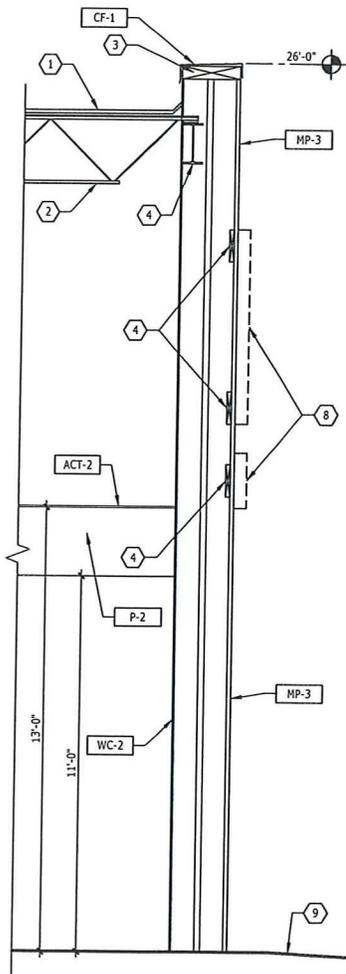
ENTRY ICON - DOOR SIDE METAL PANEL ACCENT
SCALE: 3/8"=1'-0"



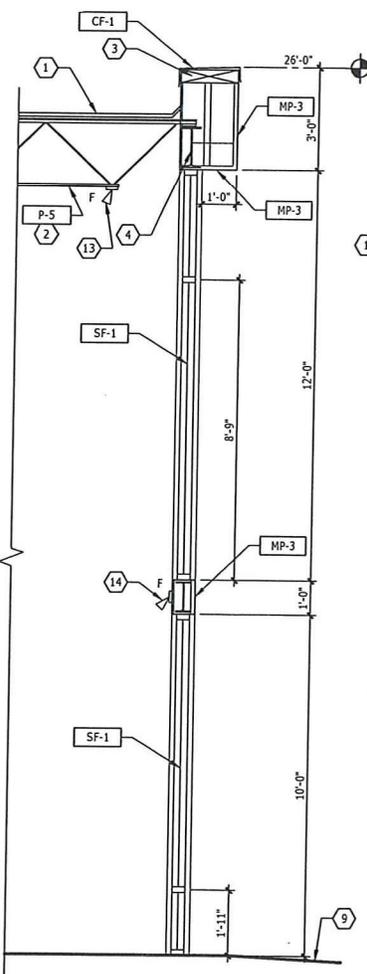
ENTRY ICON - NON-DOOR SIDE METAL PANEL ACCENT
SCALE: 3/8"=1'-0"



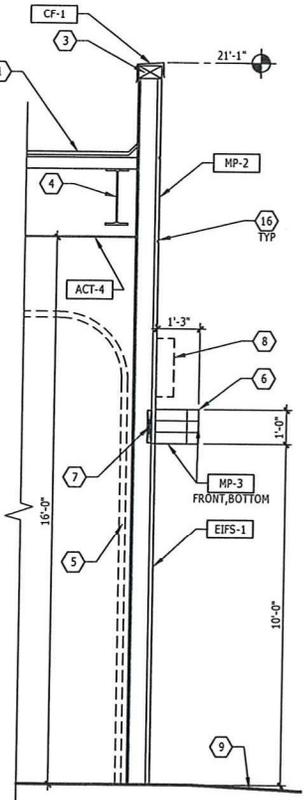
SECTION A
SCALE: 3/8"=1'-0"



SECTION B
SCALE: 3/8"=1'-0"

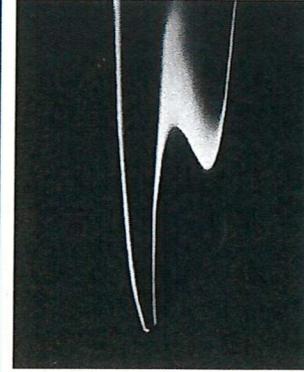
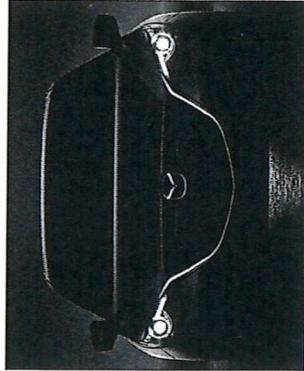


SECTION C
SCALE: 3/8"=1'-0"



SECTION D
SCALE: 3/8"=1'-0"

| | | | | | | | | | | |
|--|--|-------------|---------|---------|---------|----------|-----------------------------|---|-------------------------|---------|
| | MAZDA RETAIL EVOLUTION IMAGE PROGRAM | PROJECT NO. | CHECKED | DATE | REVISED | SCALE | ChangeUp¹ | 32 Park Ave., Dayton, OH 45419 Phone: 941-504-7700 | DRAWING TITLE | DWG NO. |
| | | MAZ0000.00 | CU | AUG '17 | FEB '18 | AS NOTED | | | PROTOTYPE WALL SECTIONS | A-7C |



PROTOTYPE

RE-1 IMAGE PROGRAM - FIXTURE DESIGN INTENT DOCUMENTS

ChangeUp

LEGEND

XX-## INDICATES FINISH
SEE "FIXTURE FINISH SCHEDULE,"
SHEET A-4A

HD-##

INDICATES HARDWARE
SEE "HARDWARE SCHEDULE,"
SHEET F-0.1

F-##

INDICATES FIXTURE
SEE "INDEX" FOR FIXTURE NAMES

GENERAL NOTES

1. DRAWINGS ARE REPRESENTATIVE OF "DESIGN INTENT" ONLY AND ARE NOT FOR FABRICATION. MANUFACTURER/FABRICATOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS AND CONDITIONS, AND INFORM INTERBRAND DESIGN FORUM OF ANY AND ALL VARIATIONS PRIOR TO PERFORMING THE WORK. WRITTEN DIMENSIONS ON DRAWINGS SHALL HAVE AUTHORITY OVER SCALED DIMENSIONS. DO NOT SCALE DRAWINGS.
2. MANUFACTURER/FABRICATOR SHALL PROVIDE FULL SHOP DRAWINGS TO INTERBRAND DESIGN FORUM, WHICH SHALL BE REVIEWED AND APPROVED PRIOR TO START OF FABRICATION.
3. CONFORM TO ARCHITECTURAL WOODWORK INSTITUTE (AWI-LATEST EDITION) OR WOODWORK INSTITUTE OF CALIFORNIA (WIC-LATEST EDITION).
4. VERIFY AND COORDINATE ALL GRAPHIC ELEMENTS/REQUIREMENTS WITH GRAPHICS MANUFACTURER. PROVIDE MOUNTING ATTACHMENTS AND/OR BLOCKING AS REQ'D.
5. COORDINATE ALL ELECTRICAL AND PLUMBING CONTAINED IN FIXTURES WITH GENERAL CONTRACTOR. ALL EQUIPMENT SPECIFICATIONS AND SIZES TO BE VERIFIED PRIOR TO CONSTRUCTION/FABRICATION, INCLUDING BLOCKING, ELECTRICAL, PLUMBING, MECHANICAL, VENTILATION, OPERATIONAL ACCESS, AND MAINTENANCE ACCESS PER MANUFACTURER'S RECOMMENDATIONS/GUIDELINES AND OWNER'S SPECIFIC DIRECTIONS.
6. SEE ARCHITECTURE FIXTURE PLACEMENT PLAN FOR LOCATION AND QTY. OF FIXTURES.
7. NOT ALL ITEMS INCLUDED IN THIS BOOK ARE ALWAYS CONTAINED WITHIN THE CONSTRUCTION DOCUMENTS. CONSULT THE SPECIFIC SITE FIXTURE PLAN TO DETERMINE THE EXTENT OF ACTUAL FIXTURES THAT ARE UTILIZED.
8. PROVIDE WIRE MANAGEMENT AS NEEDED PER EQUIPMENT REQUIREMENTS. VERIFY ALL ELECTRIC, PHONE AND DATA REQUIREMENTS WITH OWNER.
9. PROVIDE SILENCER PADS AT ALL DOORS AND DRAWERS ON ALL FIXTURES.
10. MATERIALS ATTACHED WITH HARDWARE TO BE SECURED TO INSURE STABILITY AS NEEDED.
11. PROVIDE SCRIBE EXCESS WHERE APPLICABLE, SCRIBE TO FT.
12. ALL FIXTURES WITH LOCKS TO BE MASTER KEYED.
13. RUN LAMINATE GRAINS UP & DOWN ON VERTICAL APPLICATIONS & LEFT TO RIGHT ON HORIZONTAL APPLICATIONS, UNLESS NOTIFIED OTHERWISE.
14. FINISH ALL EXPOSED SURFACES & EDGES.
15. ALL ACRYLIC EDGES MUST BE EASED & POLISHED SMOOTH.
16. EASE ALL PLASTIC LAMINATE EDGES.
17. VERIFY/PROVIDE CORRECT METAL GAUGE AND FABRICATION DETAILS AS REQUIRED TO STRUCTURE, SUPPORT, AND ANCHOR FULLY LOADED FIXTURES AND/OR PARTS OF FIXTURES.
18. VERIFY AND COORDINATE ALL HARDWARE SYSTEMS WITH OWNER STANDARDS.
19. DEFINE BLOCKING REQUIREMENTS TO GENERAL CONTRACTOR.
20. INTERNAL STRUCTURE OF FIXTURES TO BE CONSTRUCTED USING MEDIUM DENSITY FIBER BOARD AS NOTED.



MAZDA
RETAIL EVOLUTION
IMAGE PROGRAM

PROJECT NO.

MAZ0000.00

CHECKED

CU

DATE

AUG '17

REVISED

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SCALE

NONE

ChangeUp¹

53 Park Ave., Dayton, OH 45419
Phone: 937-684-7700

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DRAWING TITLE

LEGEND & GENERAL NOTES

DWG NO.

F-0.0

HARDWARE SCHEDULE

| CODE | ITEM | MANUFACTURER | DESCRIPTION | | FINISH | ADDITIONAL INFORMATION |
|-------|-----------------------------|------------------------------------|---------------------|--|---------------------|-----------------------------------|
| | | | PRODUCT | | | |
| HD-2 | COUNTER TOP BRACKET | A&M HARDWARE | C-12 | | BLACK | www.aandmhardware.com |
| HD-3 | POWERED GROMMET | MOCKETT | PCS62B/USB * | | WHITE | www.mockett.com |
| HD-4 | EXTRUSION | STYLMARK | 110650-213 * | | BRUSHED BRITE BLACK | www.stylmark.com |
| HD-5 | HINGE | C.R. LAURENCE | 12AHC | | CLEAR ACRYLIC | www.crlaurence.com |
| HD-6 | GLASS LOCK | HAFELE | 233.08.611 | | NICKEL PLATED ZINC | www.hafele.com |
| HD-7 | CAM LOCK | HAFELE | 235.10.625 | | NICKEL PLATED ZINC | www.hafele.com |
| HD-8 | CABINET PULL (SLIM) | HAFELE | 124.02.320 | | POLISHED BLACK | www.hafele.com |
| HD-9 | CABINET PULL (BAR) | HAFELE | 109.50.205 | | POLISHED CHROME | www.hafele.com |
| HD-10 | GROMMET | HAFELE | 631.26.302 | | BLACK | www.hafele.com |
| HD-11 | WASTE MANAGEMENT LINER | HAFELE | 631.24.320 | | BLACK | www.hafele.com |
| HD-12 | WASTE CONTAINER | RUBBERMAID | 3540 SLIM JIM | | BLACK | www.rubbermaidcommercial.com |
| HD-13 | COFFEE MAKER | KEURIG | K155 OFFICEPRO | | SILVER/BLACK | www.keurig.com |
| HD-14 | CLASSIC CONDIMENT ORGANIZER | CAL MTL | 2047 | | BLACK | www.calmtl.com |
| HD-15 | BEVERAGE REFRIGERATOR | SUMMIT APPLIANCES | SCR500LB17ADA | | BLACK | www.summitappliance.com |
| HD-16 | CABINET LIGHT (LED) | JESCO | DL-FLEX-UP-ULTRA-40 | | 4000-4300K | www.jescolighting.com |
| HD-17 | BEVERAGE REFRIGERATOR | CAL MTL | 2047 | | BLACK | www.calmtl.com |
| HD-18 | CABINET LIGHT (LED) | SUMMIT APPLIANCES | SCR500LB17ADA | | BLACK | www.summitappliance.com |
| HD-19 | CASTER (FIXED) | JESCO | DL-FLEX-UP-ULTRA-40 | | 4000-4300K | www.jescolighting.com |
| HD-20 | CASTER (SWIVEL) | MCMaster-CARR | 27075173 | | ZINC/RUBBER | www.mcmaster.com |
| HD-21 | STUD ADAPTER | MCMaster-CARR | 27075171 | | ZINC/RUBBER | www.mcmaster.com |
| HD-22 | SHELF BRACKET (16") | LEMANS STUD-EZ HIDDEN WALL SYSTEM | VARIES | | ALUMINIUM | www.mcmaster.com |
| HD-23 | ADJUSTABLE FACEOUT (4") | LEMANS BRACKET #5501 | VARIES | | SATIN KROMOLITE | www.crownmetal.com (630-279-9800) |
| HD-24 | WATERFALL FACEOUT (16") | LEMANS RECTANGULAR STRAIGHTS #5559 | VARIES | | BRIGHT CHROME (BC) | www.crownmetal.com (630-279-9800) |
| | | LEMANS RECTANGULAR WATERFALL #5533 | 5533 | | BRIGHT CHROME (BC) | www.crownmetal.com (630-279-9800) |

* POWER TYPE TBD & PROVIDED BY DEALER/GC (HARD OR PLUG-IN)
AND MAY BE DETERMINED BY LOCAL CODE. GC OR ELECTRICAL
CONTRACTOR TO CONFIRM.



MAZDA
RETAIL EVOLUTION
IMAGE PROGRAM

PROJECT NO.
MAZ00000.00

CHECKED
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DATE
AUG '17

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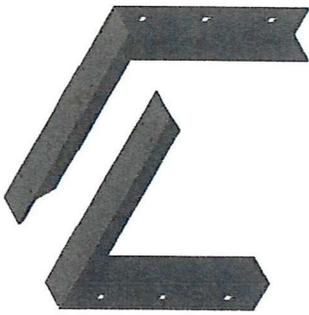
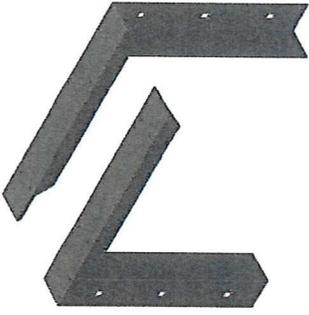
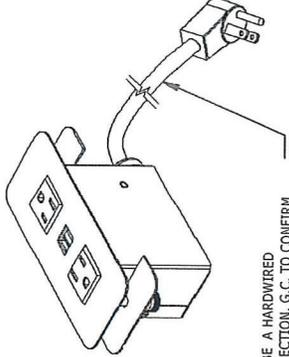
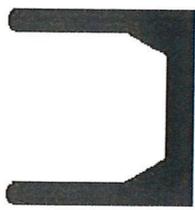
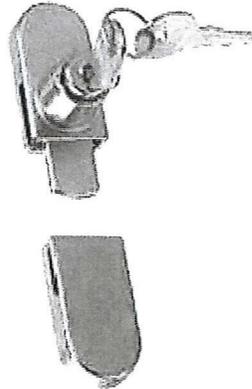
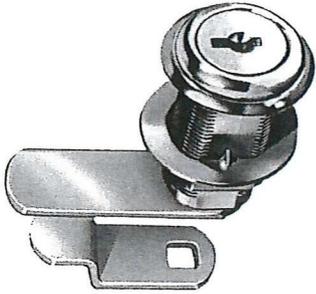
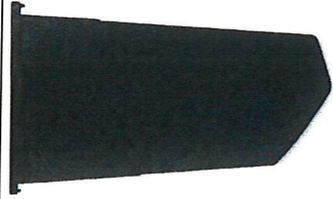
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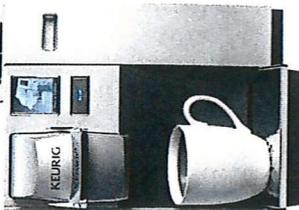
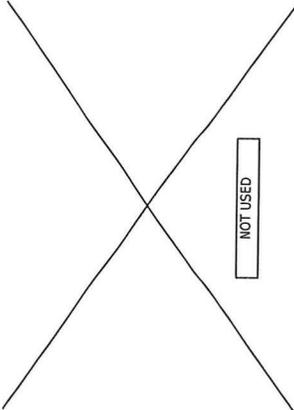
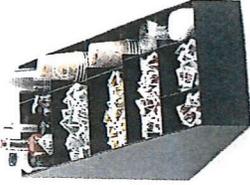
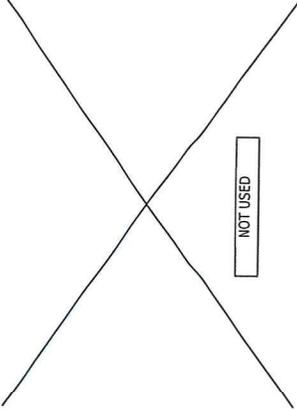
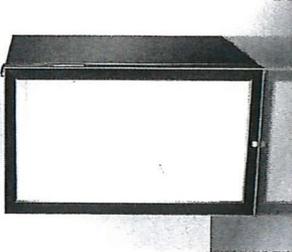
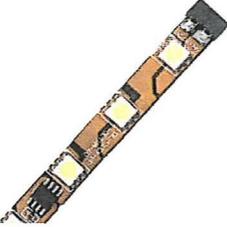
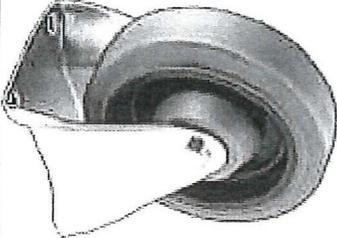
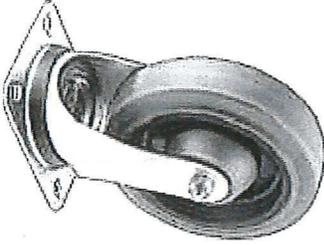
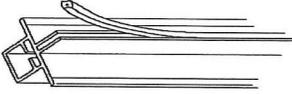
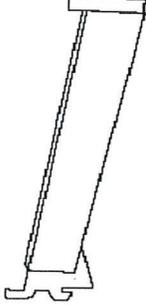
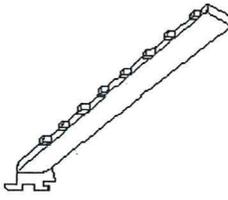
ChangeUp[®]
53 Park Ave., Dayton, OH 45419
Phone: 644-804-7700

DRAWING TITLE
HARDWARE SCHEDULE

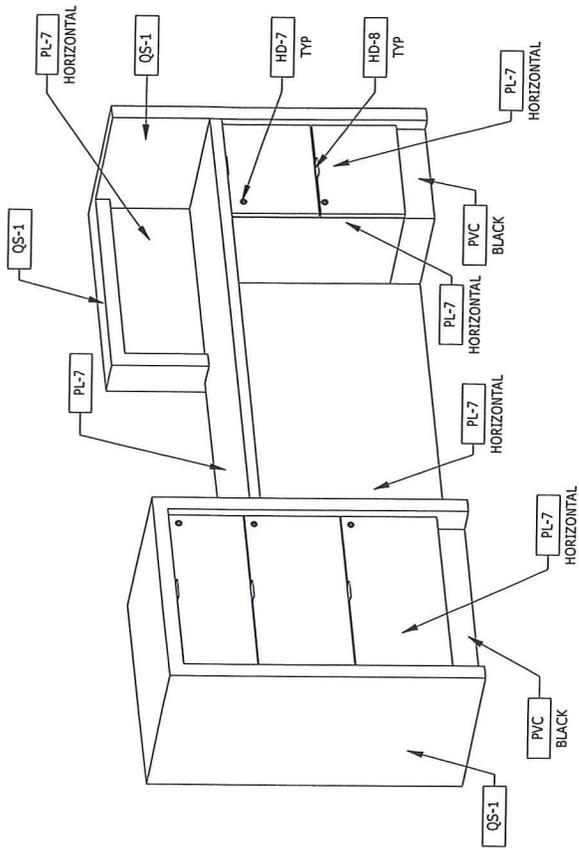
DWG NO.
F-0.1

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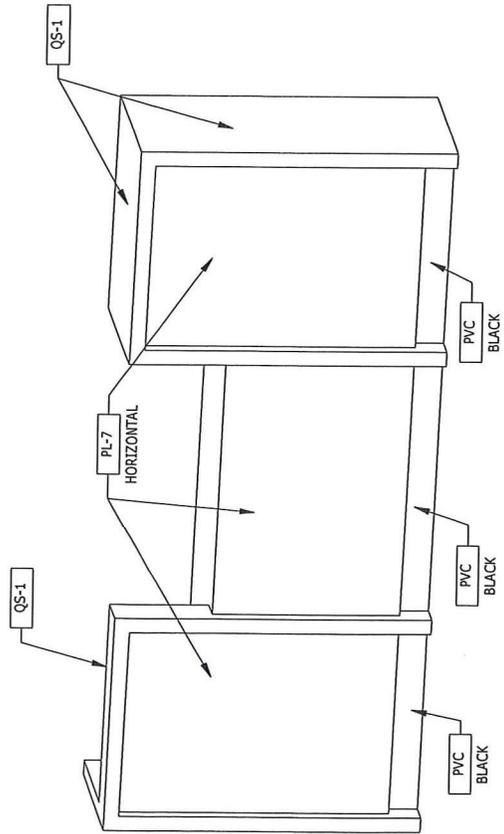
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|  |  |  <p>MAY BE A HARDWIRED CONNECTION. G.C. TO CONFIRM</p> |  |
|  |  |  |  |
|  |  |  |  |
|  | <p>PROJECT NO. MAZ00000.00</p> | <p>SCALE NONE</p> | <p>DRAWING TITLE HARDWARE IMAGES</p> |
| <p>MAZDA RETAIL EVOLUTION IMAGE PROGRAM</p> | | <p>53 Park Ave., Dayton, OH 45419 Phone: 514-804-7700</p> | <p>DWG NO. F-0.2</p> |

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|  | <p>PROJECT NO. MAZ00000.00</p> | <p>SCALE NONE</p> | <p>DRAWING TITLE HARDWARE IMAGES</p> <p>DWG NO. F-0.3</p> |
| <p>HD-21</p> | <p>HD-22</p> | <p>HD-23</p> | <p>HD-24</p> |

ChangeUp⁺
 93 Park Ave., Dayton, OH 45419
 Phone: 937-233-7799
 These drawings are for communication of design intent only. These drawings are to specify size, shape, color, features and proportions, and are not to be used as fabrication drawings.

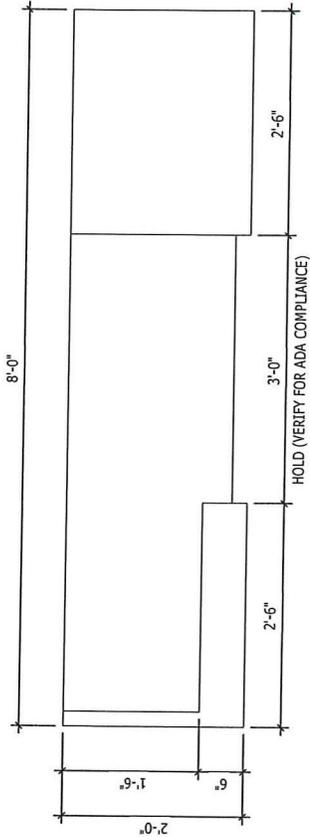


2 PERSPECTIVE VIEW (EMPLOYEE SIDE)
SCALE: N.T.S.
F-1.0

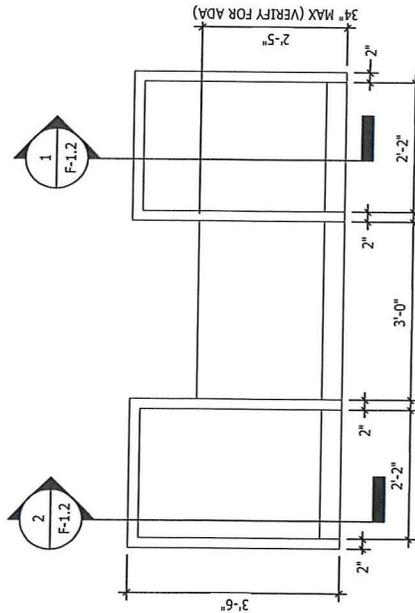


1 PERSPECTIVE VIEW (CUSTOMER SIDE)
SCALE: N.T.S.
F-1.0

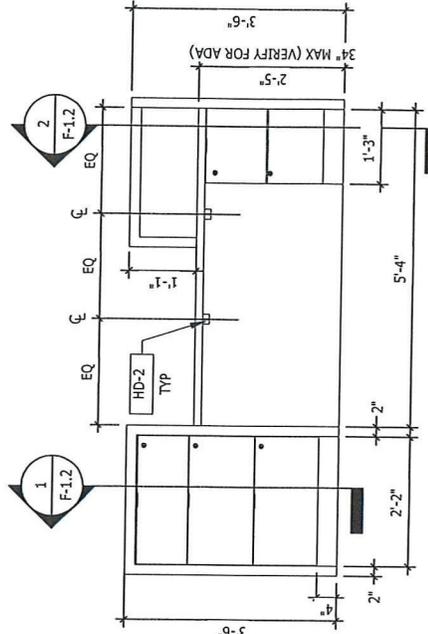
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|  | MAZDA RETAIL EVOLUTION IMAGE PROGRAM | PROJECT NO. MAZ0000.00 | CHECKED CU | DATE AUG '17 | REVISED APR '18 | SCALE |  | 53 Park Ave, Dayton, OH 45419 Phone: 937-854-7790 | DRAWING TITLE RECEPTION DESK | DWG NO. F-1.0 |
| | <small>These drawings are for communication of design intent only. These drawings are to specify size, shape, color, features and proportions, and are not to be used as fabrication drawings.</small> | | | | | | | | | |



1 F-1.1 PLAN VIEW
SCALE: 3/4" = 1'-0"



2 F-1.1 ELEVATION
SCALE: 1/2" = 1'-0"



3 F-1.1 ELEVATION
SCALE: 3/2" = 1'-0"



MAZDA
RETAIL EVOLUTION
IMAGE PROGRAM

PROJECT NO.
MAZ00000.00

CHECKED
CU

DATE
AUG '17

REVISION
APR '18

SCALE



53 Park Ave., Dayton, OH 45419
Phone: 646-800-7750

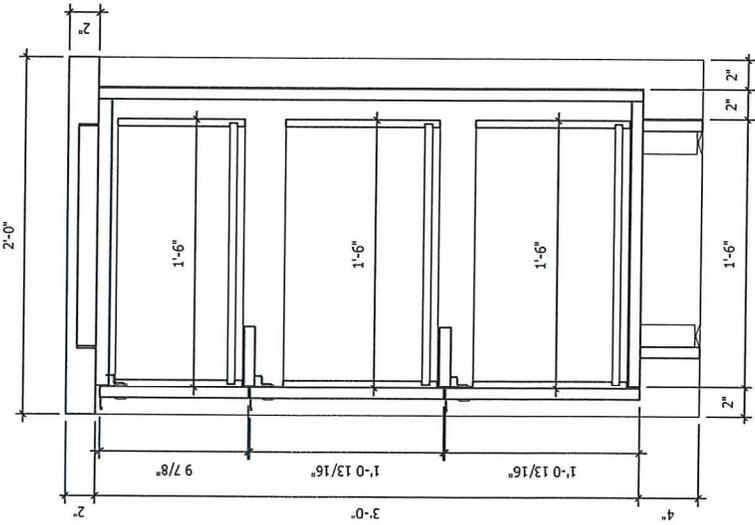
These drawings are for communication of design intent only. These drawings are to specify size, shape, color, features and proportions, and are not to be used as fabrication drawings.

DRAWING TITLE

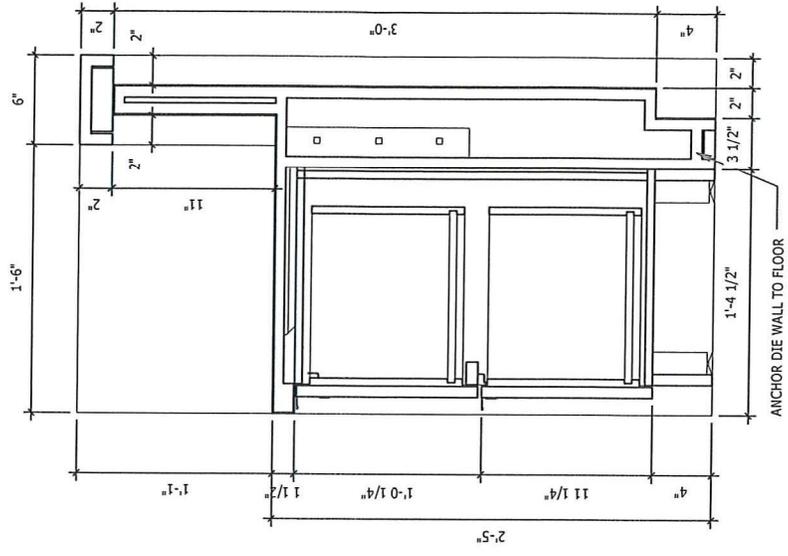
RECEPTION DESK

DWG NO.

F-1.1



1 SECTION
SCALE: 1 1/2" = 1'-0"



2 SECTION
SCALE: 1 1/2" = 1'-0"



MAZDA
RETAIL EVOLUTION
IMAGE PROGRAM

PROJECT NO.
MAZ00000.00

CHECKED
CU

DATE
AUG '17

REVISED
APR '18

SCALE

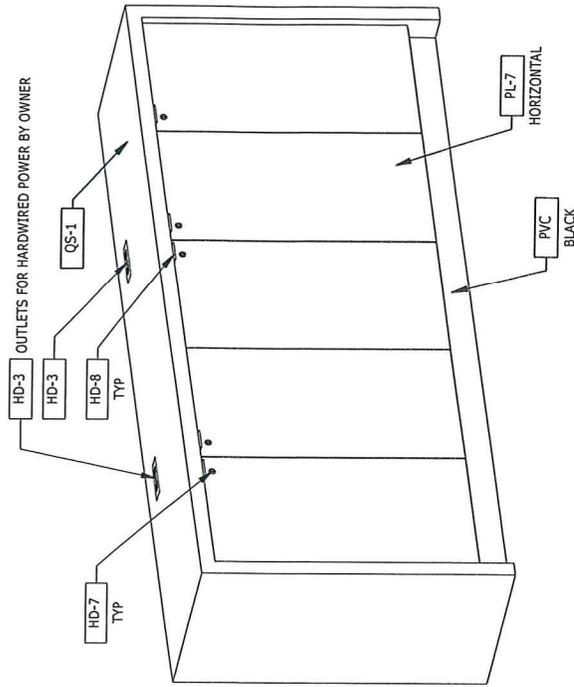
ChangeUp[™]

33 Park Ave., Dayton, OH 45419
Phone: 646-890-7700

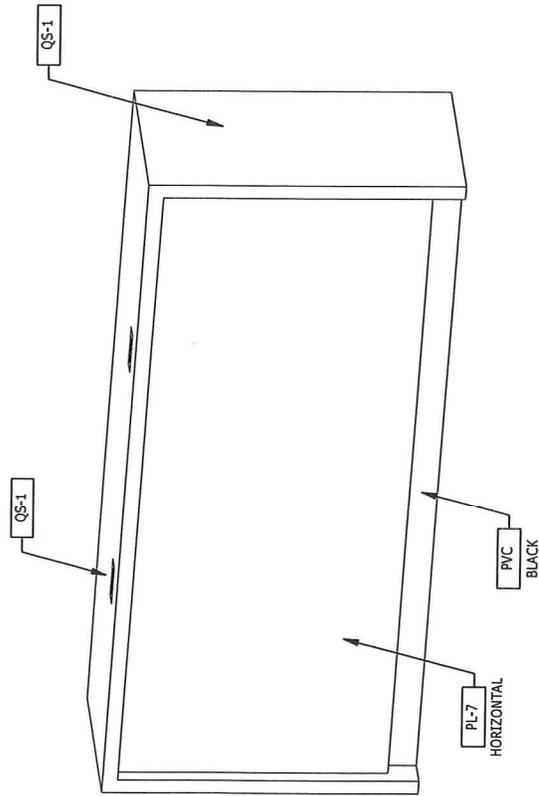
These drawings are for communication of design intent only. These drawings are to specify size, shape, color, materials and proportions, and are not to be used for fabrication drawings.

DRAWING TITLE
RECEPTION DESK

DWG NO.
F-1.2

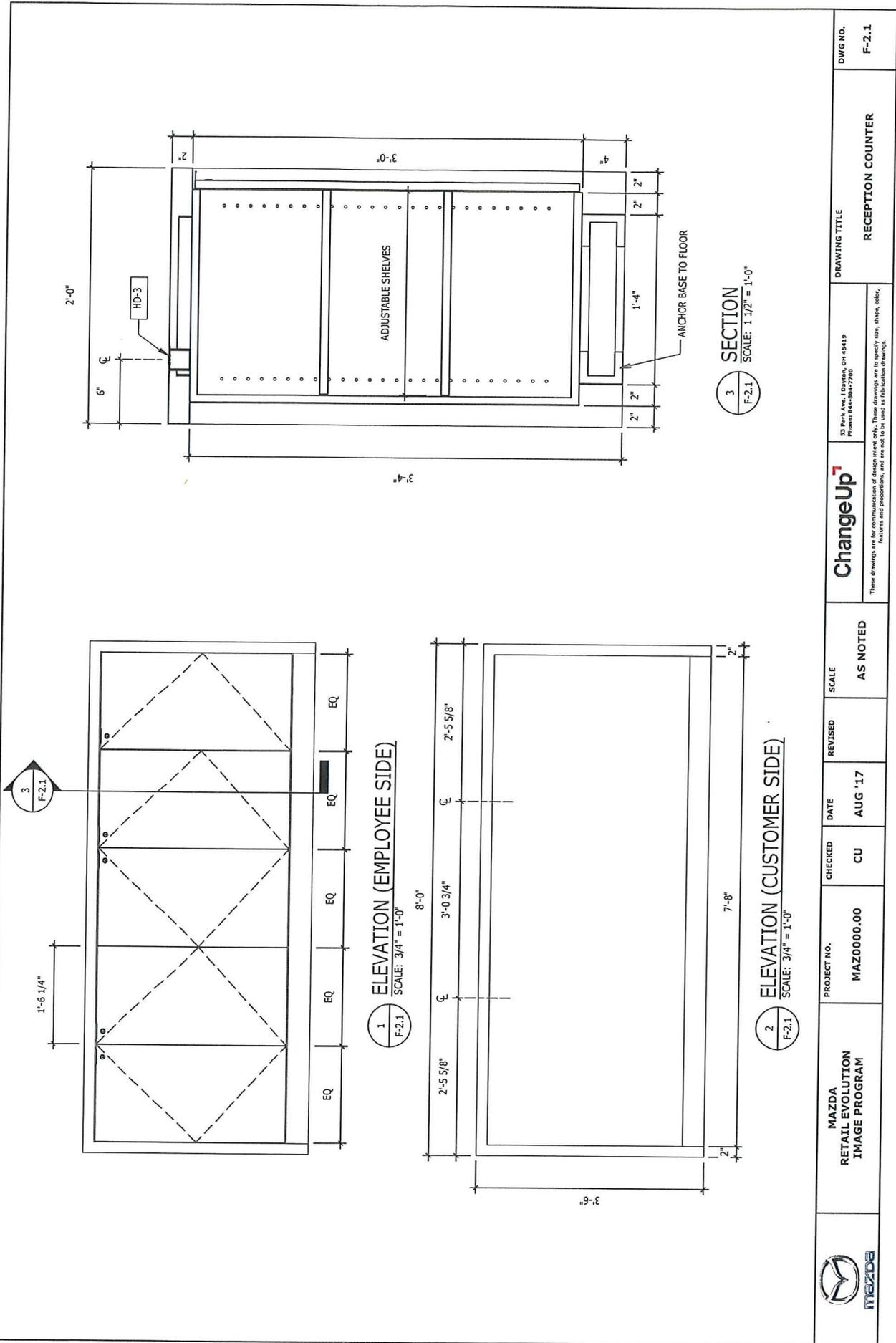


2 PERSPECTIVE VIEW (EMPLOYEE SIDE)
SCALE: N.T.S



1 PERSPECTIVE VIEW (CUSTOMER SIDE)
SCALE: N.T.S

| | | | | | | | | |
|--|--|----------------------------|---|-----------------|---------------|---------------|------------------------------------|------------------|
| | MAZDA RETAIL EVOLUTION IMAGE PROGRAM | PROJECT NO. MAZ00000.00 | CHECKED CU | DATE AUG '17 | REVISED -- | SCALE NONE | DRAWING TITLE RECEPTION COUNTER | DWG NO. F-2.0 |
| | ChangeUp TM <small>These drawings are for communication of design intent only. These drawings are to specify size, shape, color, features and proportions, and are not to be used as fabrication drawings.</small> | | 32 Park Ave., Dayton, OH 45410 Phone: 846-900-7700 | | | | | |



MAZDA
RETAIL EVOLUTION
IMAGE PROGRAM

PROJECT NO.
MAZ0000.00

CHECKED
CU

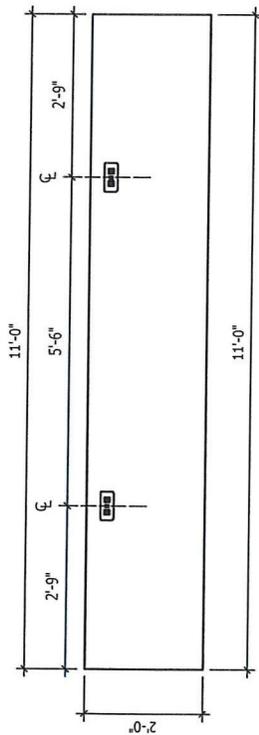
DATE
AUG '17

REVISION
AS NOTED

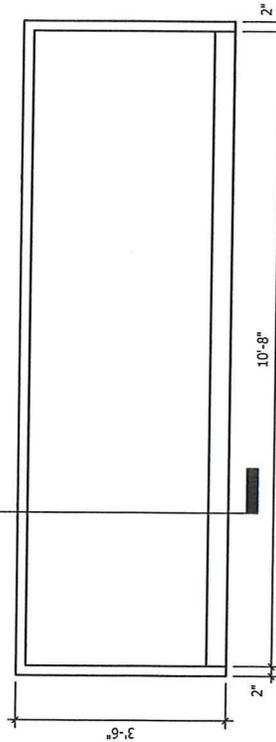
ChangeUp⁷
These drawings are for communication of design intent only. These drawings are to specify size, shape, color, materials and proportions, and are not to be used for fabrication drawings.

DRAWING TITLE
RECEPTION COUNTER

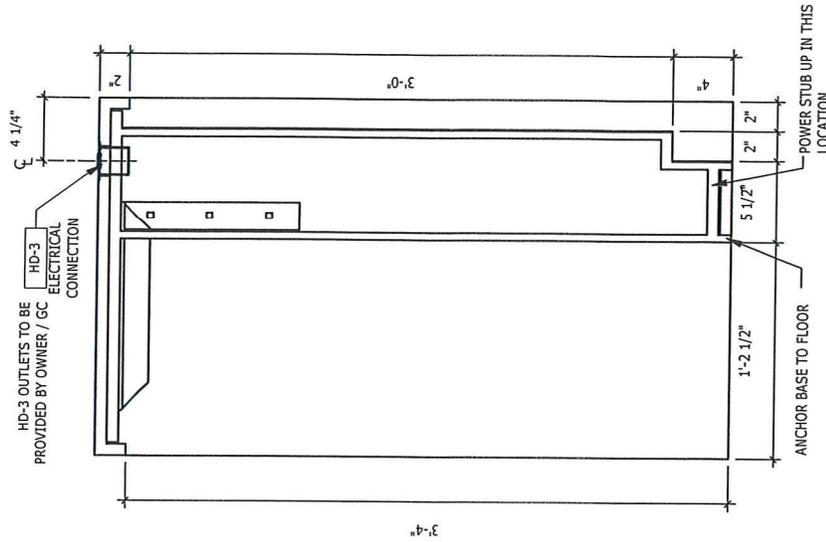
DWG NO.
F-2.1



1 PLAN VIEW
SCALE: 1/2" = 1'-0"



2 ELEVATION
SCALE: 1/2" = 1'-0"



3 SECTION
SCALE: 1 1/2" = 1'-0"



MAZDA
RETAIL EVOLUTION
IMAGE PROGRAM

PROJECT NO.
MAZ0000.00

CHECKED
CU

DATE
AUG '17

REVISED
APR '18

SCALE
AS NOTED



33 Park Ave., Dayton, OH 45419
Phone: 646-884-7700

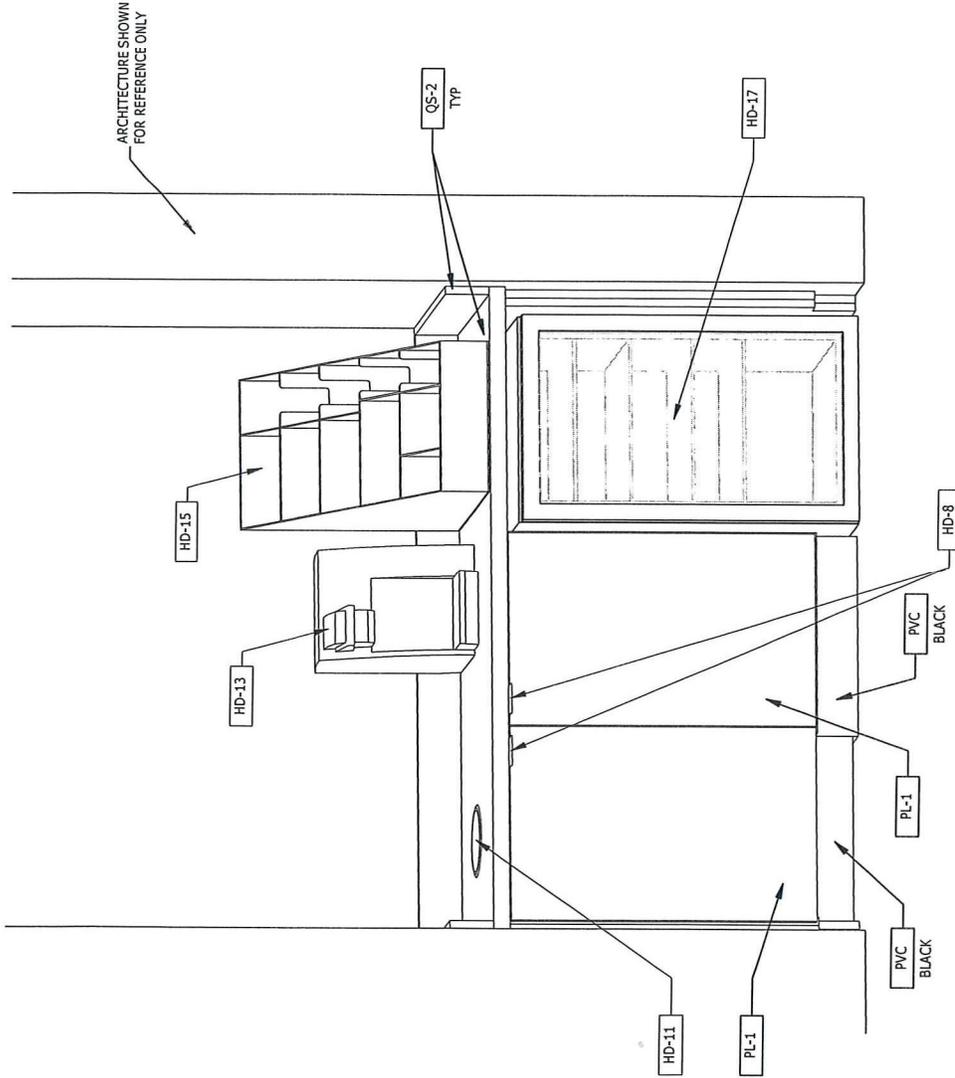
These drawings are for communication of design intent only. These drawings are to specify size, shape, color, materials and proportions, and are not to be used as fabrication drawings.

DRAWING TITLE

LOUNGE BAR

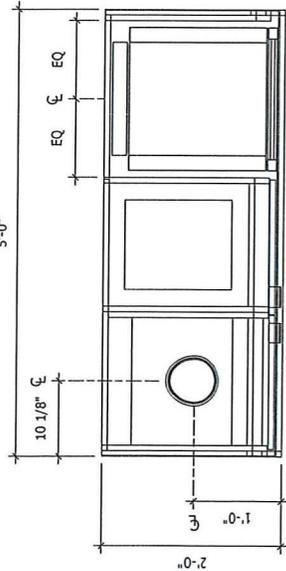
DWG NO.

F-3.1

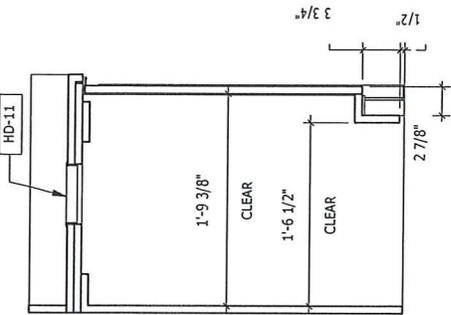


1 PERSPECTIVE VIEW
 F-4.0 SCALE: N.T.S.

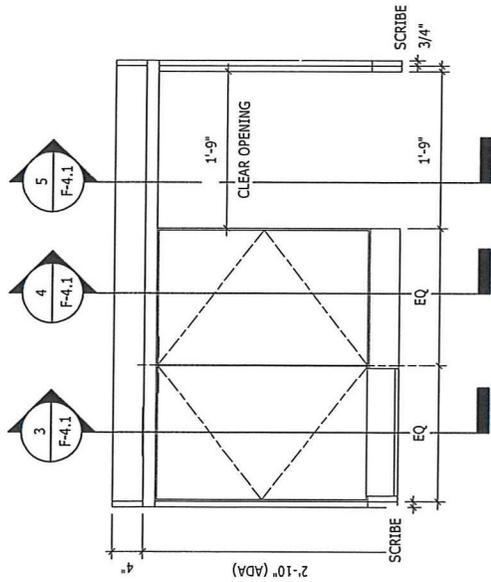
| | | | | | | | | | |
|--|--|----------------------------|---------------|-----------------|---------------|---------------|---|--------------------------------------|------------------|
| | MAZDA RETAIL EVOLUTION IMAGE PROGRAM | PROJECT NO. MAZ00000.00 | CHECKED CU | DATE AUG '17 | REVISED -- | SCALE NONE | ChangeUp ¹ <small>These drawings are for communication of design intent only. These drawings are to specify size, shape, color, features and proportions, and are not to be used as fabrication drawings.</small> | DRAWING TITLE HOSPITALITY STATION | DWG NO. F-4.0 |
| | 53 Park Ave. 1 Dayton, OH 45419 Phone: 844-882-7788 | | | | | | | | |



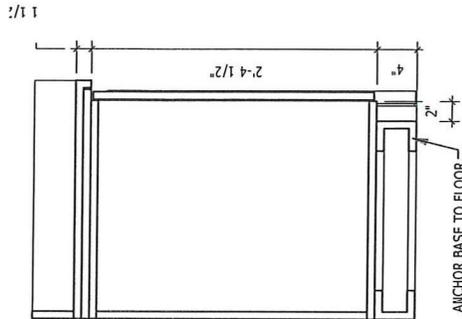
1 PLAN VIEW
SCALE: 3/4" = 1'-0"
F-4.1



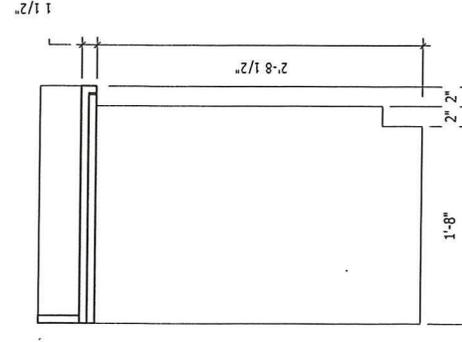
3 SECTION
SCALE: 1" = 1'-0"
F-4.1



2 ELEVATION
SCALE: 3/4" = 1'-0"
F-4.1



4 SECTION
SCALE: 1" = 1'-0"
F-4.1



5 SECTION
SCALE: 1" = 1'-0"
F-4.1



PROJECT NO.
MAZ00000.00

CHECKED
CU

DATE
AUG '17

REVISED
--

SCALE
NONE

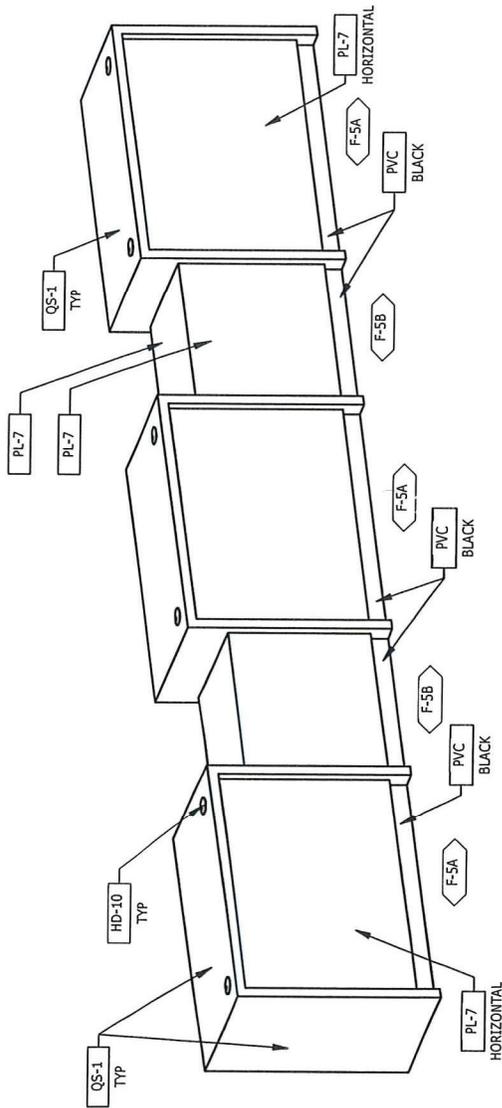


53 Park Ave., Dayton, OH 45419
Phone: 844-884-7700

DRAWING TITLE
HOSPITALITY STATION

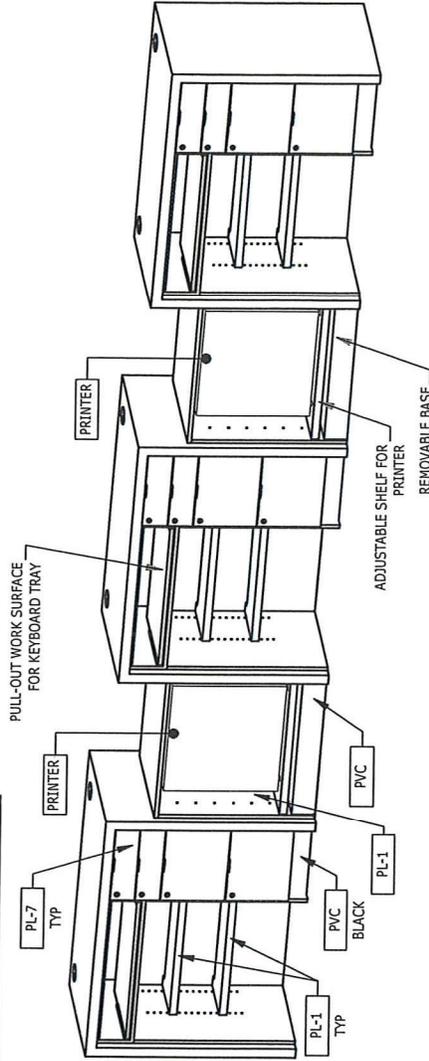
DWG NO.
F-4.1

These drawings are for communication of design intent only. These drawings are to specify size, shape, color, materials and proportions, and are not to be used as fabrication drawings.



1 PERSPECTIVE VIEW (CUSTOMER SIDE)

SCALE: N.T.S.
F-5.0



2 PERSPECTIVE VIEW (EMPLOYEE SIDE)

SCALE: N.T.S.
F-5.0



MAZDA
RETAIL EVOLUTION
IMAGE PROGRAM

PROJECT NO.
MAZ00000.00

CHECKED
CU

DATE
AUG '17

REVISED
NOV '17

SCALE
AS NOTED



53 Park Ave. Dayton, OH 45419
Phone: 844-884-7700

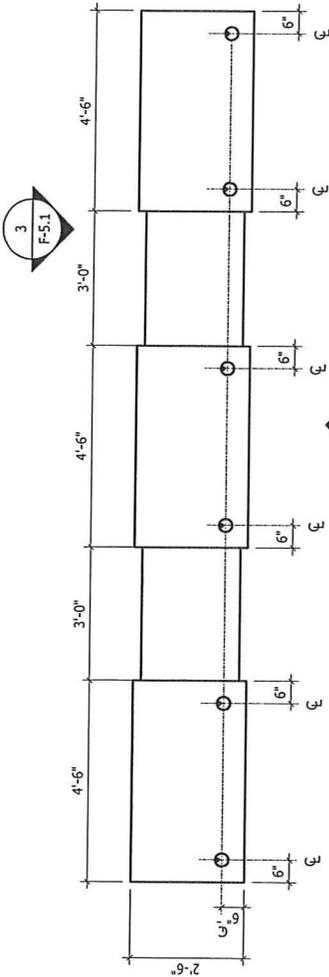
These drawings are for communication of design intent only. These drawings are to specify size, shape, color, features and proportions, and are not to be used as fabrication drawings.

DRAWING TITLE

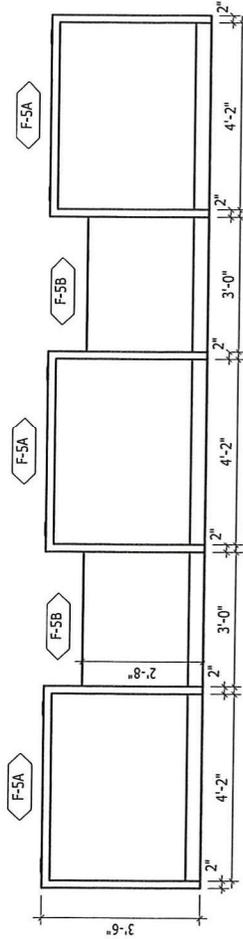
SERVICE WRITE-UP DESK

DWG NO.

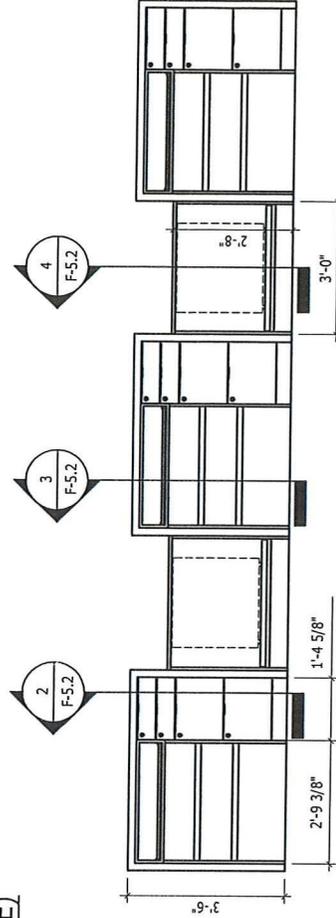
F-5.0



1 PLAN VIEW
SCALE: 3/8" = 1'-0"



2 ELEVATION (CUSTOMER SIDE)
SCALE: 3/8" = 1'-0"



3 ELEVATION (EMPLOYEE SIDE)
SCALE: 3/8" = 1'-0"



MAZDA
RETAIL EVOLUTION
IMAGE PROGRAM

PROJECT NO.
MAZ0000.00

CHECKED
CU

DATE
AUG '17

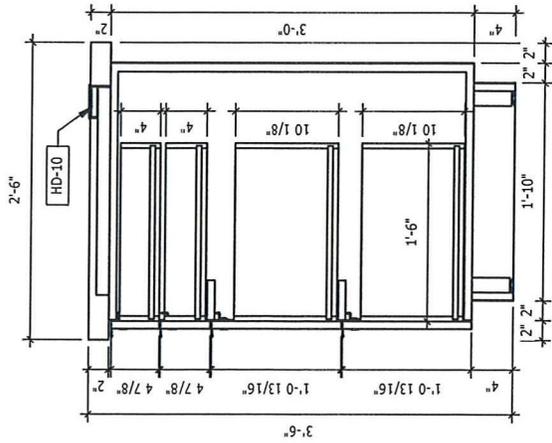
REVISED
MAR '18

SCALE
3/8" = 1'-0"

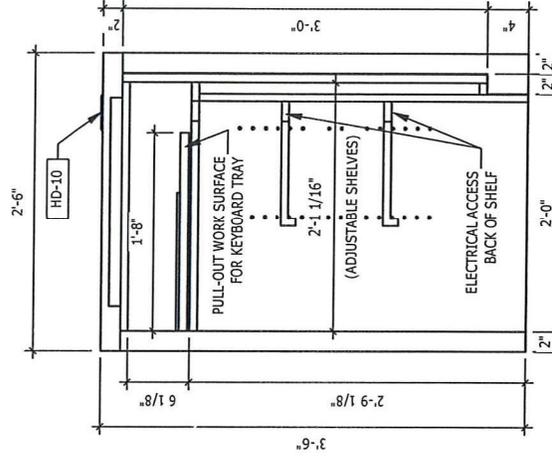
DRAWING TITLE
SERVICE WRITE-UP DESK

DWG NO.
F-5.1

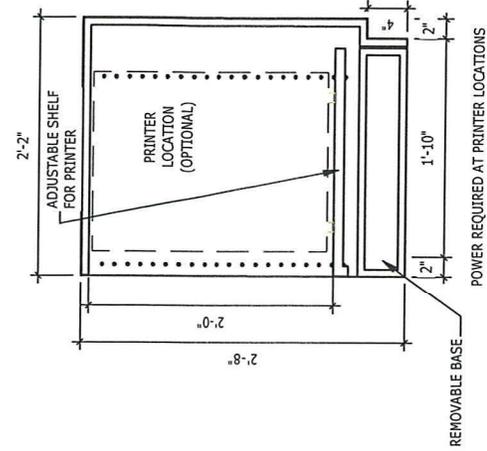
ChangeUp⁷
53 Park Ave., Dayton, OH 45419
Phone: 844-884-7768
These drawings are for communication of design intent only. These drawings are to specify size, shape, color, features and proportions, and are not to be used as fabrication drawings.



2 SECTION (F-5A)
SCALE: 1" = 1'-0"



3 SECTION (F-5A)
SCALE: 1" = 1'-0"



4 SECTION (F-5B)
SCALE: 1" = 1'-0"

ARCHITECT TO CONFIRM ADA REQUIREMENTS FOR SERVICE ADVISOR COUNTER



MAZDA
RETAIL EVOLUTION
IMAGE PROGRAM

PROJECT NO.
MAZ00000.00

CHECKED
CU

DATE
AUG '17

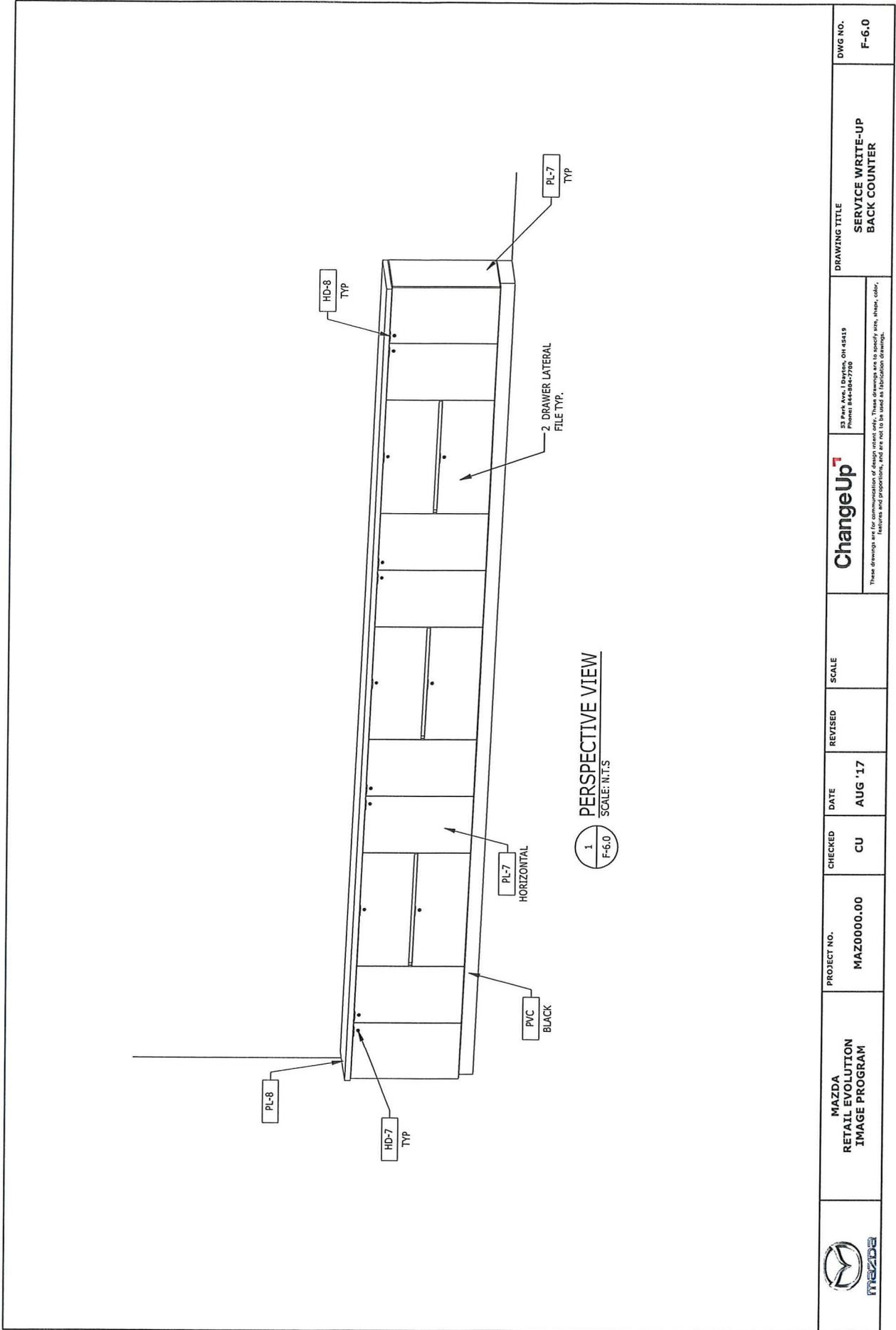
REVISION
MAR '18

SCALE
1" = 1'-0"

DRAWING TITLE
SERVICE WRITE-UP DESK

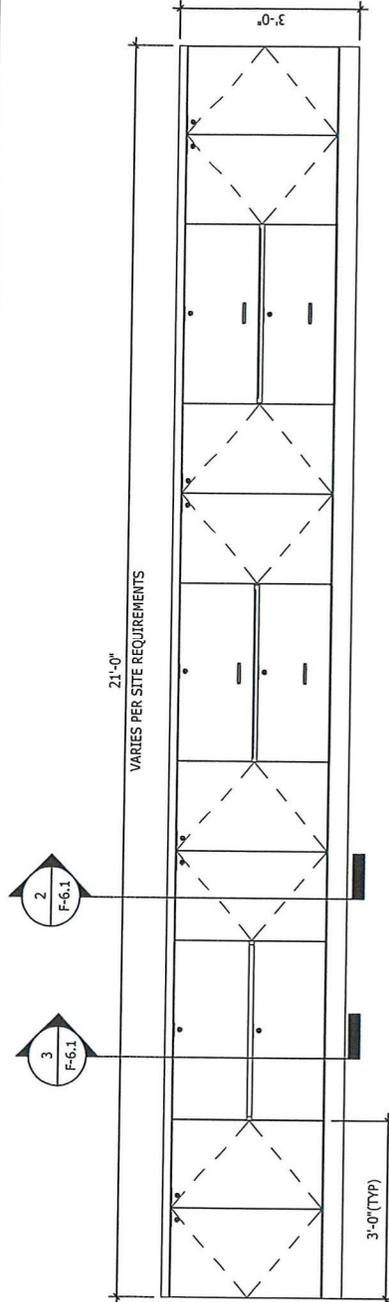
DWG NO.
F-5.2

ChangeUp¹
52 Park Ave., Dayton, OH 45419
Phone: 937-233-7700
These drawings are for communication of design intent only. These drawings are to specify size, shape, color, quantity and proportion, and are not to be used for fabrication drawings.

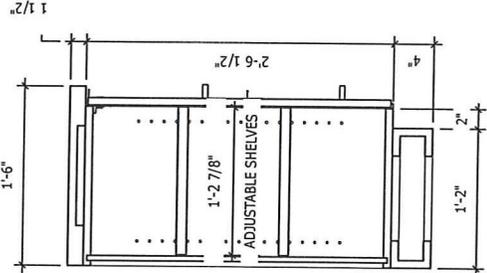
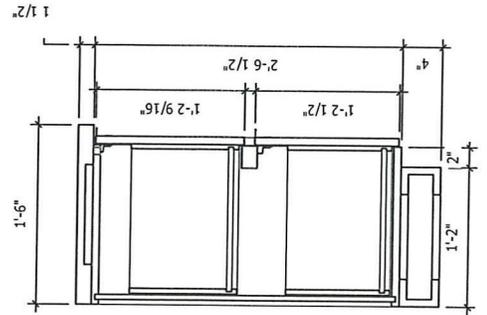


PERSPECTIVE VIEW
SCALE: N.T.S.

| | | | | | | | | | |
|--|--|-----------------------------------|----------------------|------------------------|----------------|--------------|--|--|-------------------------|
| | MAZDA RETAIL EVOLUTION IMAGE PROGRAM | PROJECT NO. MAZ00000.00 | CHECKED CU | DATE AUG '17 | REVISED | SCALE | | DRAWING TITLE SERVICE WRITE-UP BACK COUNTER | DWG NO. F-6.0 |
| | <small>These drawings are for communication of design intent only. These drawings are to specify size, shape, color, material and appearance, and are not to be used for fabrication of items.</small> | | | | | | | | |



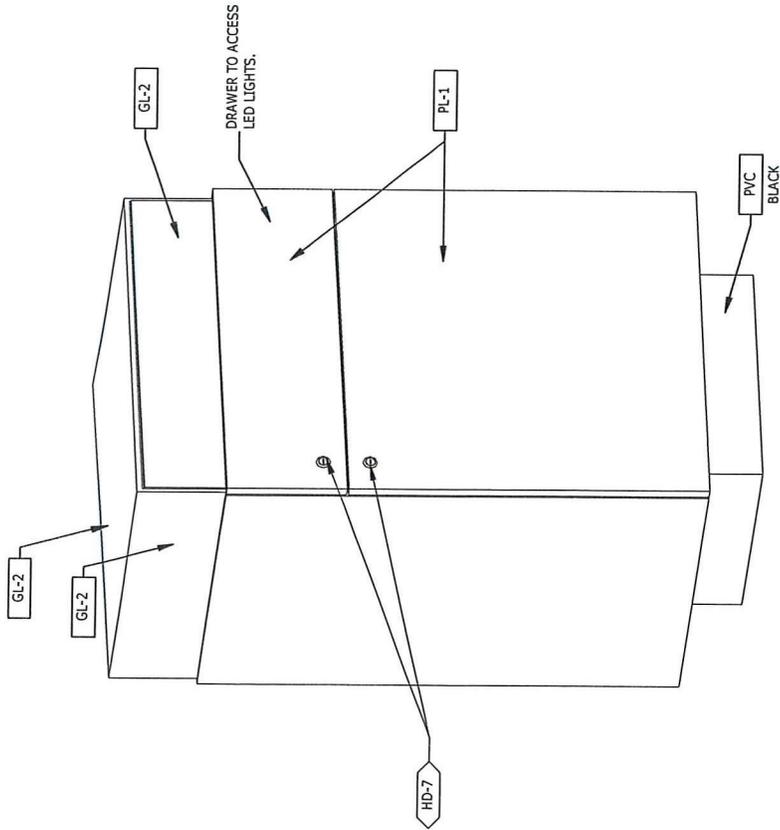
1 ELEVATION
SCALE: 1/2" = 1'-0"



2 SECTION
SCALE: 1" = 1'-0"

3 SECTION
SCALE: 1" = 1'-0"

| | | | | | | | | | | |
|---|---|---------------------------|---------------|----------------|---------|-------|---|--|---|------------------|
|  | MAZDA RETAIL EVOLUTION IMAGE PROGRAM | PROJECT NO. MAZ0000.00 | CHECKED CU | DATE AUG 17 | REVISED | SCALE |  | 53 Park Ave. 1 Dayton, OH 45419 Phone: 937-884-7799 | DRAWING TITLE SERVICE WRITE-UP BACK COUNTER | DWG NO. F-6.1 |
| | These drawings are for communication of design intent only. These drawings are to specify size, shape, color, features and proportions, and are not to be used as fabrication drawings. | | | | | | | | | |

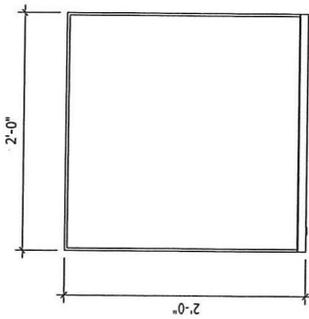


1
F-8.0

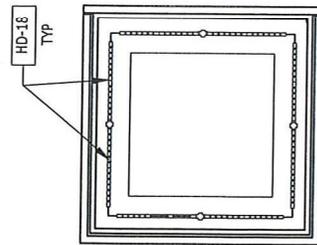
PERSPECTIVE VIEW

SCALE: N.T.S

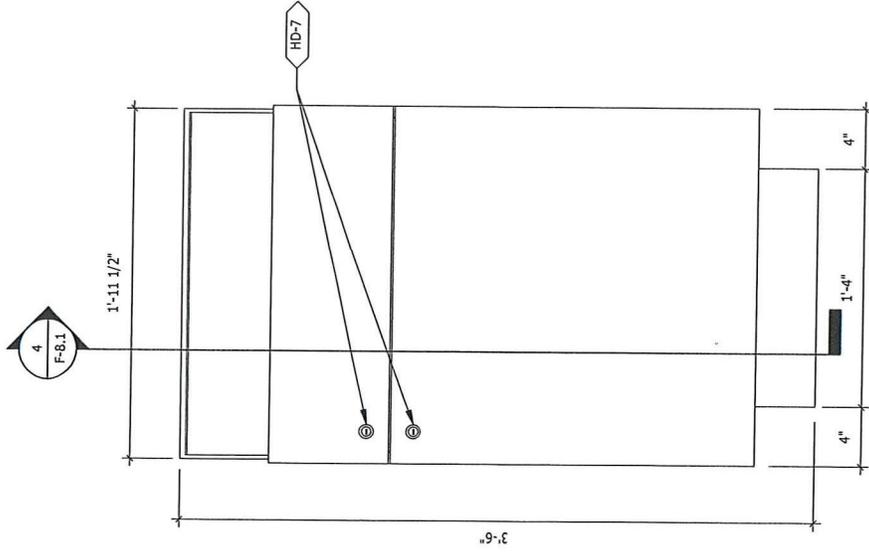
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|--|--|---------------------------|---------------|-----------------|---------------|---------------|--|---|-------------------------------------|------------------|
| | MAZDA RETAIL EVOLUTION IMAGE PROGRAM | PROJECT NO. MAZ0000.00 | CHECKED CU | DATE AUG '17 | REVISED -- | SCALE NONE | | 52 Park Ave., Dayton, OH 45419 Phone: 944-864-7100 | DRAWING TITLE SMALL DISPLAY CASE | DWG NO. F-8.0 |
| | <small>These drawings are for communication of design intent only. These drawings are to specify size, shape, color, quantity and proportions, and are not to be used as fabrication drawings.</small> | | | | | | | | | |



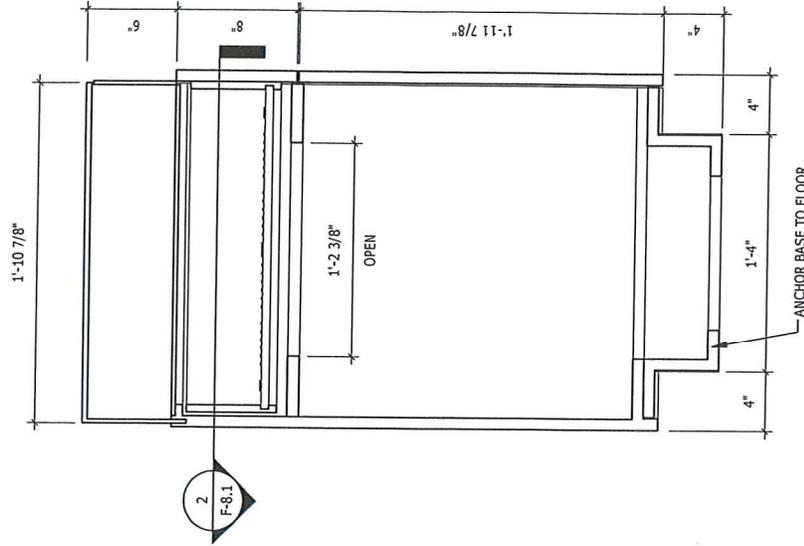
1 PLAN VIEW
SCALE: 1" = 1'-0"



2 PLAN SECTION
SCALE: 1" = 1'-0"



3 ELEVATION
SCALE: 1 1/2" = 1'-0"



4 SECTION
SCALE: 1 1/2" = 1'-0"



MAZDA
RETAIL EVOLUTION
IMAGE PROGRAM

PROJECT NO.
MAZ0000.00

CHECKED
CU

DATE
AUG '17

REVISED
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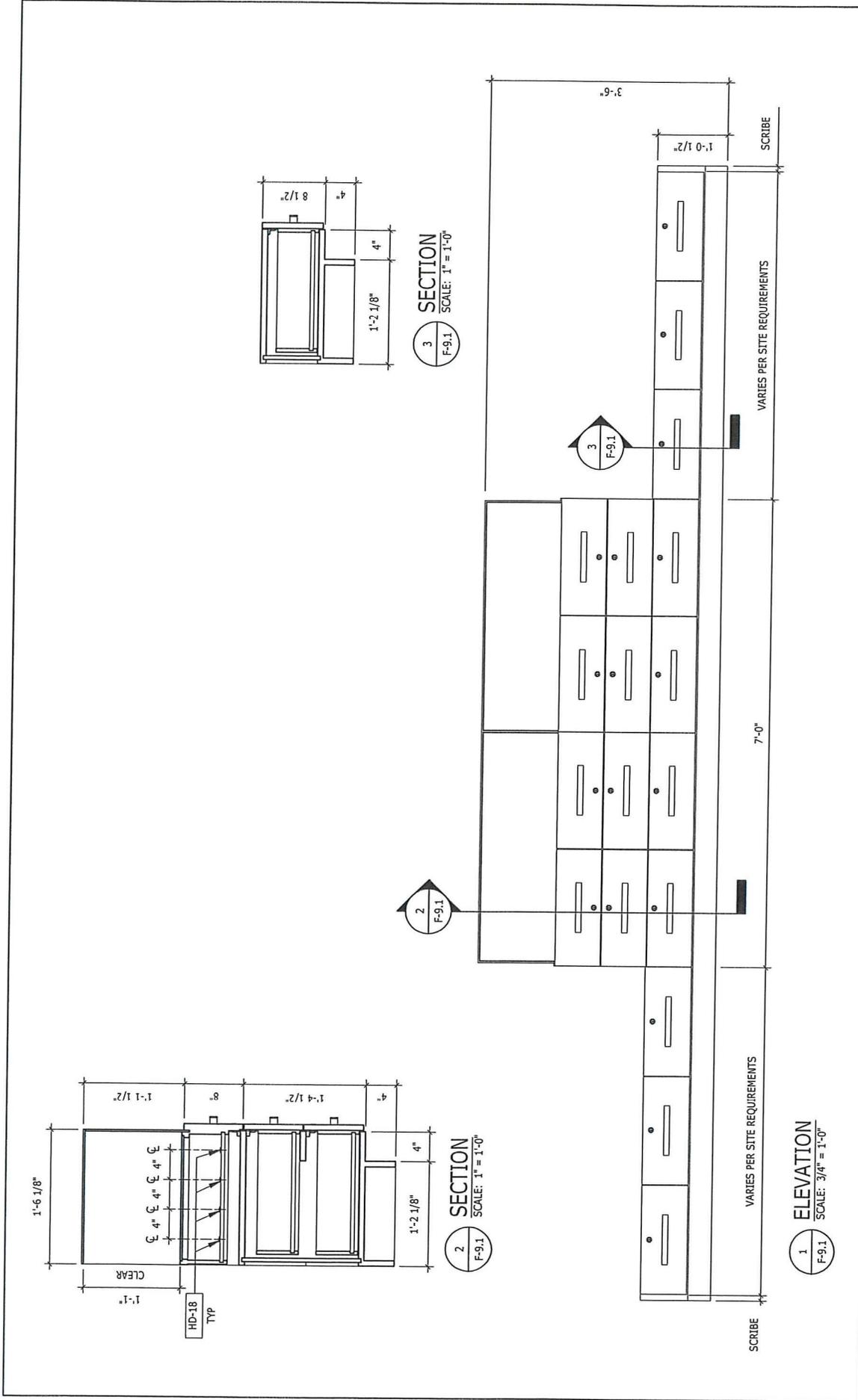
SCALE
NONE

ChangeUpTM

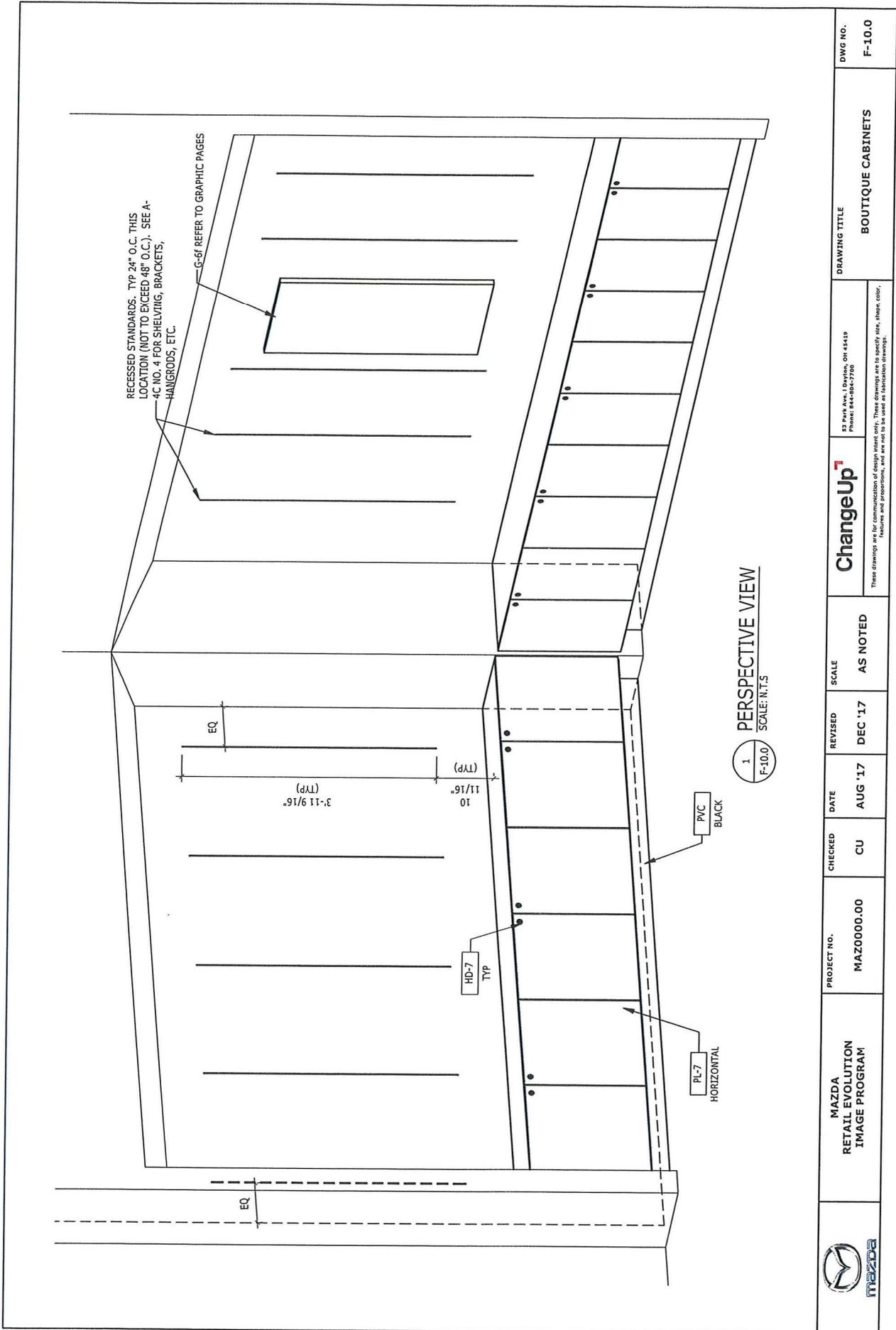
57 Park Ave., Dayton, OH 45439
Phone: 954-884-7700
These drawings are for communication of design intent only. These drawings are to specify size, shape, color, texture and proportions, and are not to be used as fabrication drawings.

DRAWING TITLE
SMALL DISPLAY CASE

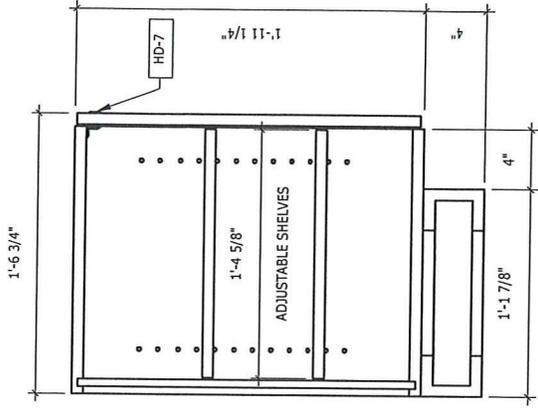
DWG NO.
F-8.1



| | | | | | | | | | | |
|---|---|---------------------------|---------------|-----------------|---------------|---------------|---|---|--|------------------|
|  | MAZDA RETAIL EVOLUTION IMAGE PROGRAM | PROJECT NO. MAZ0000.00 | CHECKED CU | DATE AUG '17 | REVISED -- | SCALE NONE |  | 59 Park Ave., Dayton, OH 45419 Phone: 937-233-7799 | DRAWING TITLE BOUQUET SHOWCASE | DWG NO. F-9.1 |
| | <small>These drawings are for communication of design intent only. These drawings are to specify size, shape, color, texture and proportions, and are not to be used as fabrication drawings.</small> | | | | | | | | | |

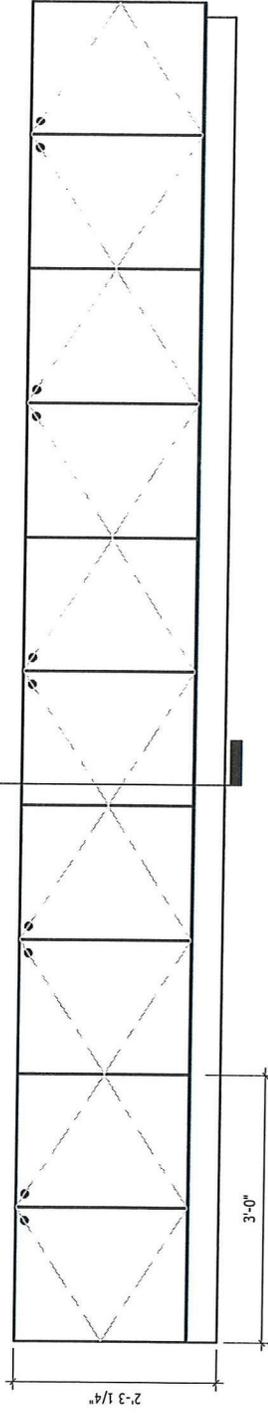


| | | | | | | | | | | |
|---|---|----------------------------|---------------|-----------------|--------------------|-------------------|---|---|--|-------------------|
|  | MAZDA RETAIL EVOLUTION IMAGE PROGRAM | PROJECT NO. MAZ00000.00 | CHECKED CU | DATE AUG '17 | REVISED DEC '17 | SCALE AS NOTED |  | 82 Park Ave., Dayton, OH 45419 Phone: 544-800-7780 | DRAWING TITLE BOUQUETTE CABINETS | DWG NO. F-10.0 |
| | <small>These drawings are for communication of design intent only. These drawings are to specify size, shape, color, texture and proportions, and are not to be used as fabrication drawings.</small> | | | | | | | | | |



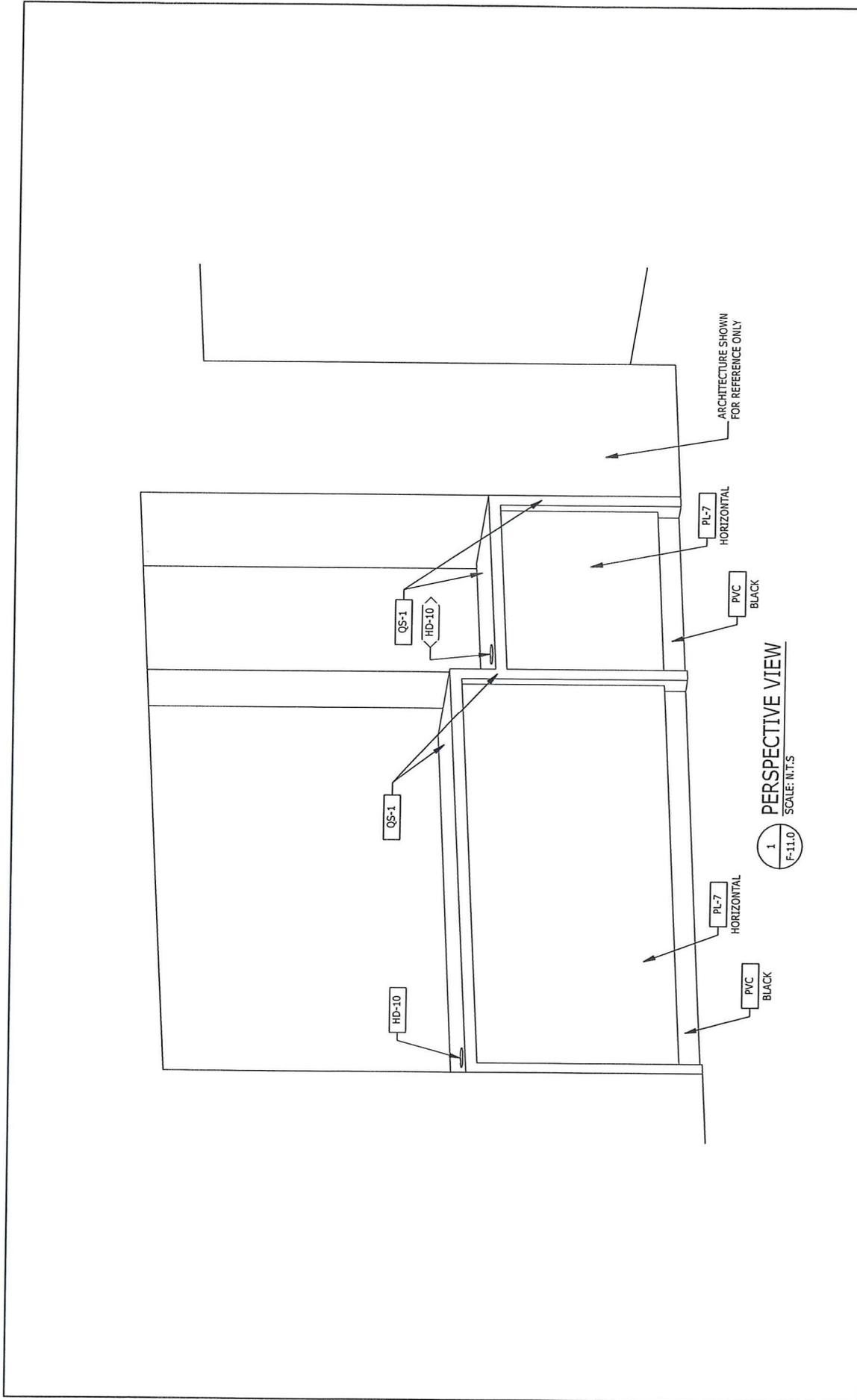
2 SECTION
F-10.1 SCALE: 1 1/2" = 1'-0"

2 F-10.1

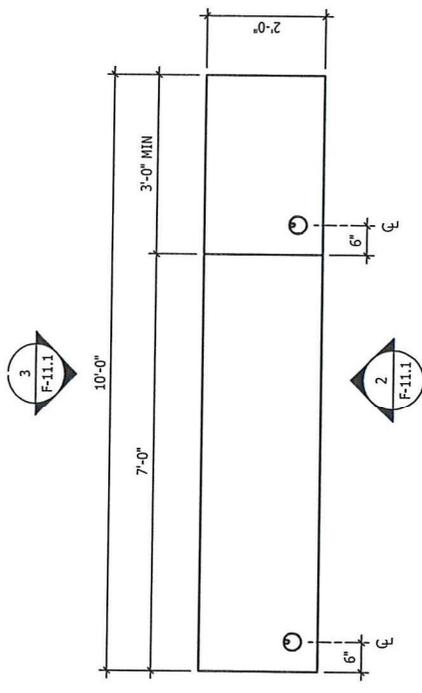
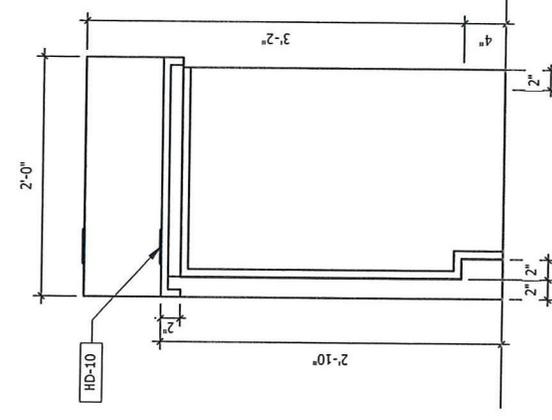
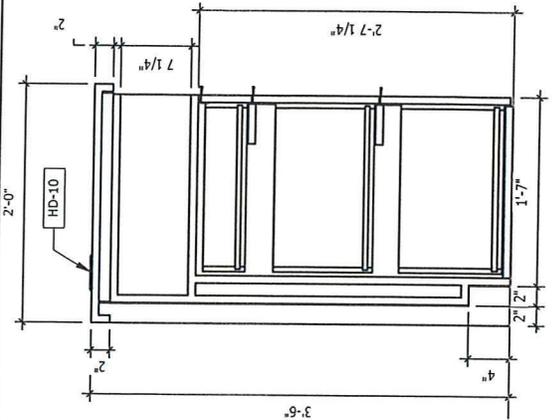


1 ELEVATION
F-10.1 SCALE: 3/4" = 1'-0"

| | | | | | | | | | | |
|---|--|----------------------------|---------------|-----------------|--------------------|-------------------|---|---|------------------------------------|-------------------|
|  | MAZDA RETAIL EVOLUTION IMAGE PROGRAM | PROJECT NO. MAZ00000.00 | CHECKED CU | DATE AUG '17 | REVISED NOV '17 | SCALE AS NOTED |  | 53 Park Ave., Dayton, OH 45419 Phone: 844-864-7288 | DRAWING TITLE BOUTIQUE CABINETS | DWG NO. F-10.1 |
| | <small>These drawings are for communication of design intent only. These drawings are to specify size, shape, color, features and proportions, and are not to be used as fabrication drawings.</small> | | | | | | | | | |



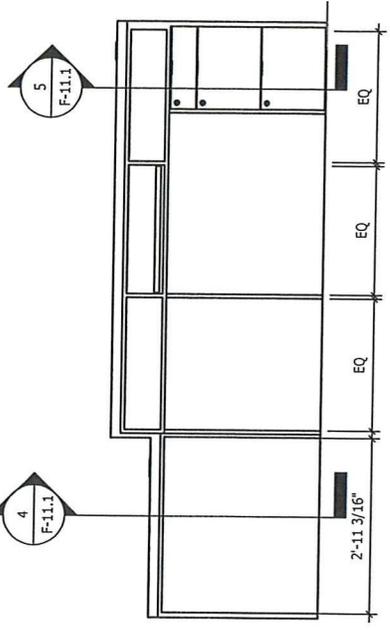
| | | | | | | | | | |
|---|--|----------------------------|---------------|-----------------|---------------|---------------|---|-------------------|----------------------------------|
|  | MAZDA RETAIL EVOLUTION IMAGE PROGRAM | PROJECT NO. MAZ00000.00 | CHECKED CU | DATE AUG '17 | REVISED -- | SCALE NONE | ChangeUp⁷ <small>These drawings are for communication of design intent only. These drawings are to specify size, shape, color, features and proportions, and are not to be used as fabrication drawings.</small> | DWG NO. F-11.0 | DRAWING TITLE CASHIER COUNTER |
| | <small>83 Park Ave., Dayton, OH 45419 Phone: 514-864-7700</small> | | | | | | | | |



1 PLAN VIEW
SCALE: 1/2" = 1'-0"

5 SECTION
SCALE: 1" = 1'-0"

4 SECTION
SCALE: 1" = 1'-0"



2 ELEVATION
SCALE: 1/2" = 1'-0"

3 ELEVATION
SCALE: 1/2" = 1'-0"

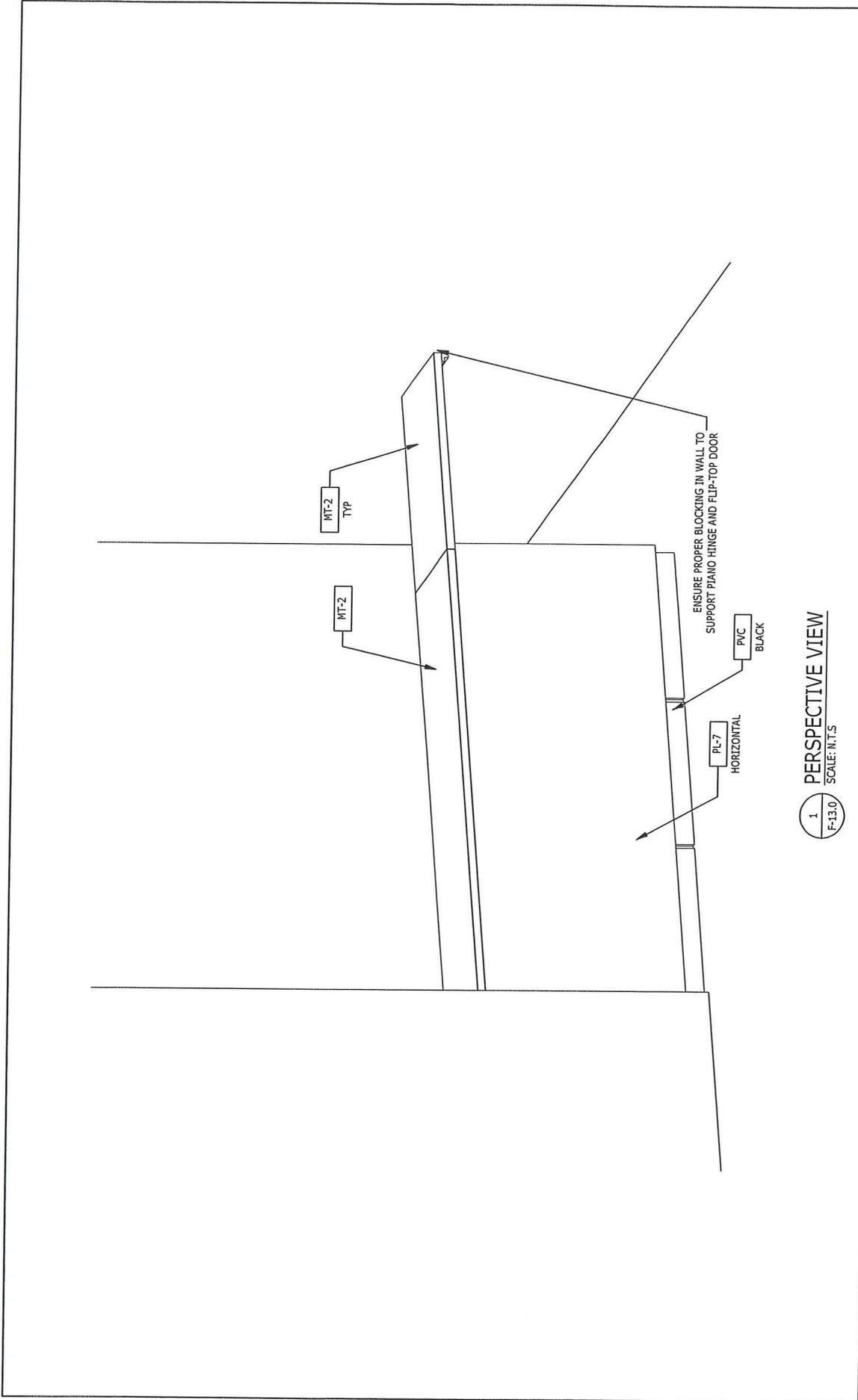
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|--|--|----------------------|---|---------------------------|--------------------------|---|--------------------------|
| | PROJECT NO. MAZDA RETAIL EVOLUTION IMAGE PROGRAM | CHECKED CU | DATE AUG '17 | REVISED APR '18 | SCALE AS NOTED | DRAWING TITLE CASHIER COUNTER | DWG NO. F-11.1 |
| | 33 Puka Ave, Dayton, OH 45419 Phone: 937-233-7700 | | These drawings are for communication of design intent only. These drawings are to specify size, shape, color, features and proportions, and are not to be used as fabrication drawings. | | | | |



| | |
|-----------------------------|--|
| Showroom Jewel Box Car Lift | |
| Manufacturer | Bendpack |
| Model | MD-7M2 |
| Finish | Low Sheen Black |
| Overall Length | 198" |
| Overall Width | 110 1/4" |
| Down Position Height | 4 1/2" |
| Maximum Lifting Height | 145" |
| Power Requirements | 208-230 VAC / 50-60 Hz / 1 phase |
| Mounting Requirements | 4" Minimum concrete thickness @ 3000 PSI |
| Phone | 1-800-253-2363 x 130 |
| Notes | |

NOTE: SPECIFIC LIFT IS REQUIRED.

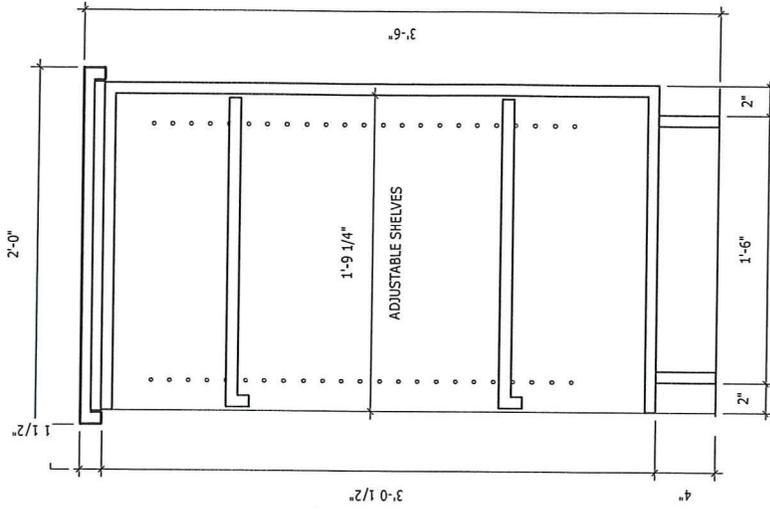
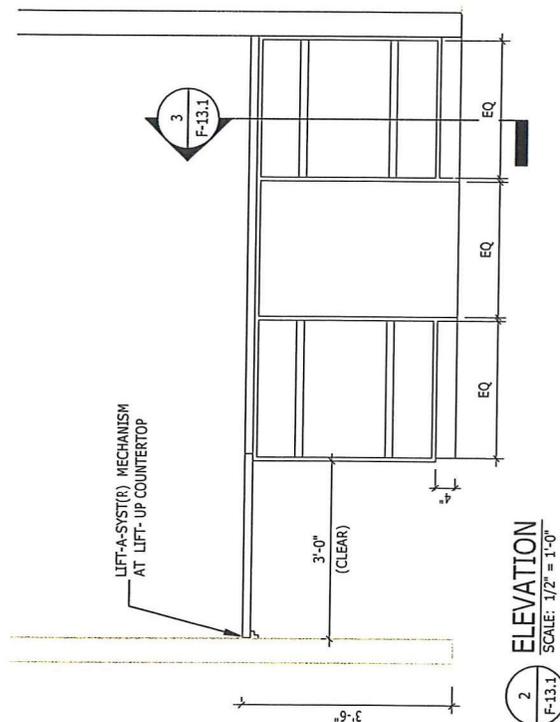
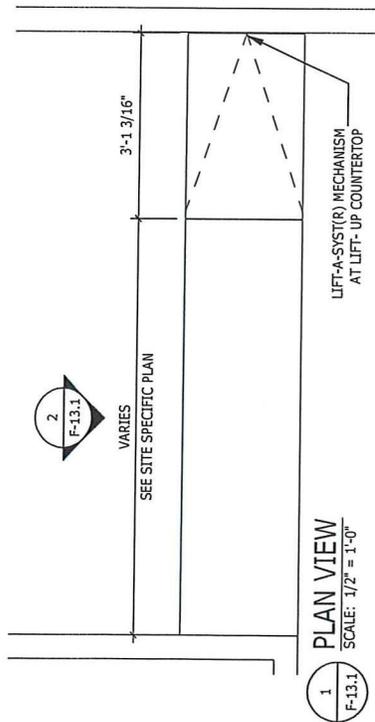
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|---|--|---------------------------|---------------|-----------------|---------------|---------------|---|---|--|-------------------|
|  | MAZDA RETAIL EVOLUTION IMAGE PROGRAM | PROJECT NO. MAZ0000.00 | CHECKED CU | DATE AUG '17 | REVISED -- | SCALE NONE |  | 82 Park Ave., Dayton, OH 45419 Phone: 644-800-7700 | DRAWING TITLE JEWEL BOX LIFT DISPLAY | DWG NO. F-12.0 |
| | <small>These drawings are for communication of design intent only. These drawings are to specify site, shape, color, features and proportions, and are not to be used as fabrication drawings.</small> | | | | | | | | | |



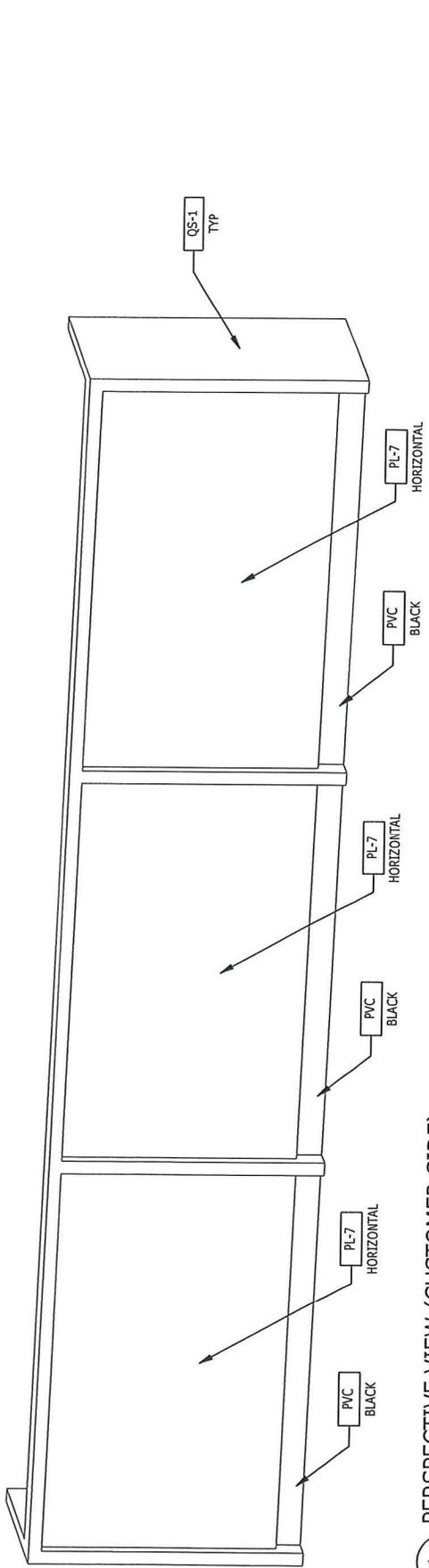
1
F-13.0
SCALE: N.T.S.

PERSPECTIVE VIEW

| | | | | | | | | | |
|--|--|---------------------------|---------------|-----------------|---------------|---------------|--|---|--|
| | MAZDA RETAIL EVOLUTION IMAGE PROGRAM | PROJECT NO. MAZ0000.00 | CHECKED CU | DATE AUG '17 | REVISED -- | SCALE NONE | | 57 Park Ave., Dayton, OH 45429 Phone: 954-884-7790 | DWG NO. F-13.0 |
| | DRAWING TITLE TECH PARTS COUNTER | | | | | | | | These drawings are for communication of design intent only. These drawings are to specify size, shape, color, feature and proportions, and are not to be used as fabrication drawings. |

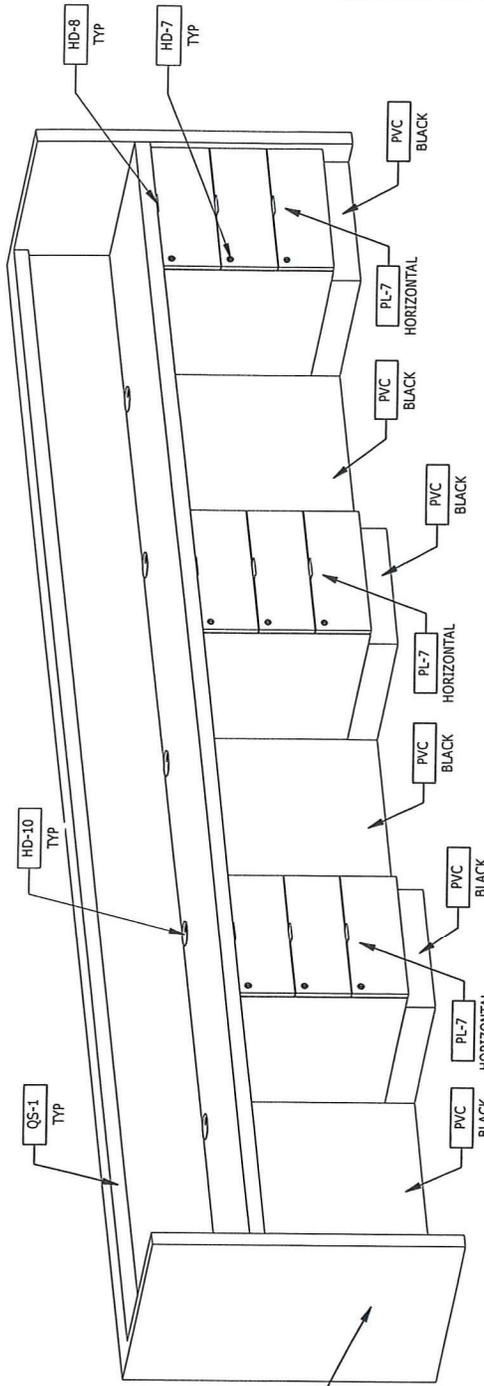


| | | | | | | | | | | |
|--|---|---------------------------|---------------|-----------------|---------------|---------------|--|---|-------------------------------------|-------------------|
| | MAZDA RETAIL EVOLUTION IMAGE PROGRAM | PROJECT NO. MAZ0000.00 | CHECKED CU | DATE AUG '17 | REVISED -- | SCALE NONE | | 52 Park Ave., Dayton, OH 45419 Phone: 944-884-7780 | DRAWING TITLE TECH PARTS COUNTER | DWG NO. F-13.1 |
| | <small>These drawings are for communication of design intent only. These drawings are to specify size, shape, color, quantity, and proportions, and are not to be used as fabrication drawings.</small> | | | | | | | | | |



1
F-14.0
SCALE: N.T.S

PERSPECTIVE VIEW (CUSTOMER SIDE)



2
F-14.0
SCALE: N.T.S

PERSPECTIVE VIEW (EMPLOYEE SIDE)



MAZDA
RETAIL EVOLUTION
IMAGE PROGRAM

PROJECT NO.
MAZ0000.00

CHECKED
CU

DATE
AUG '17

REVISED

SCALE
NONE



92 Park Ave., Dayton, OH 45419
Phone: 937-233-7700

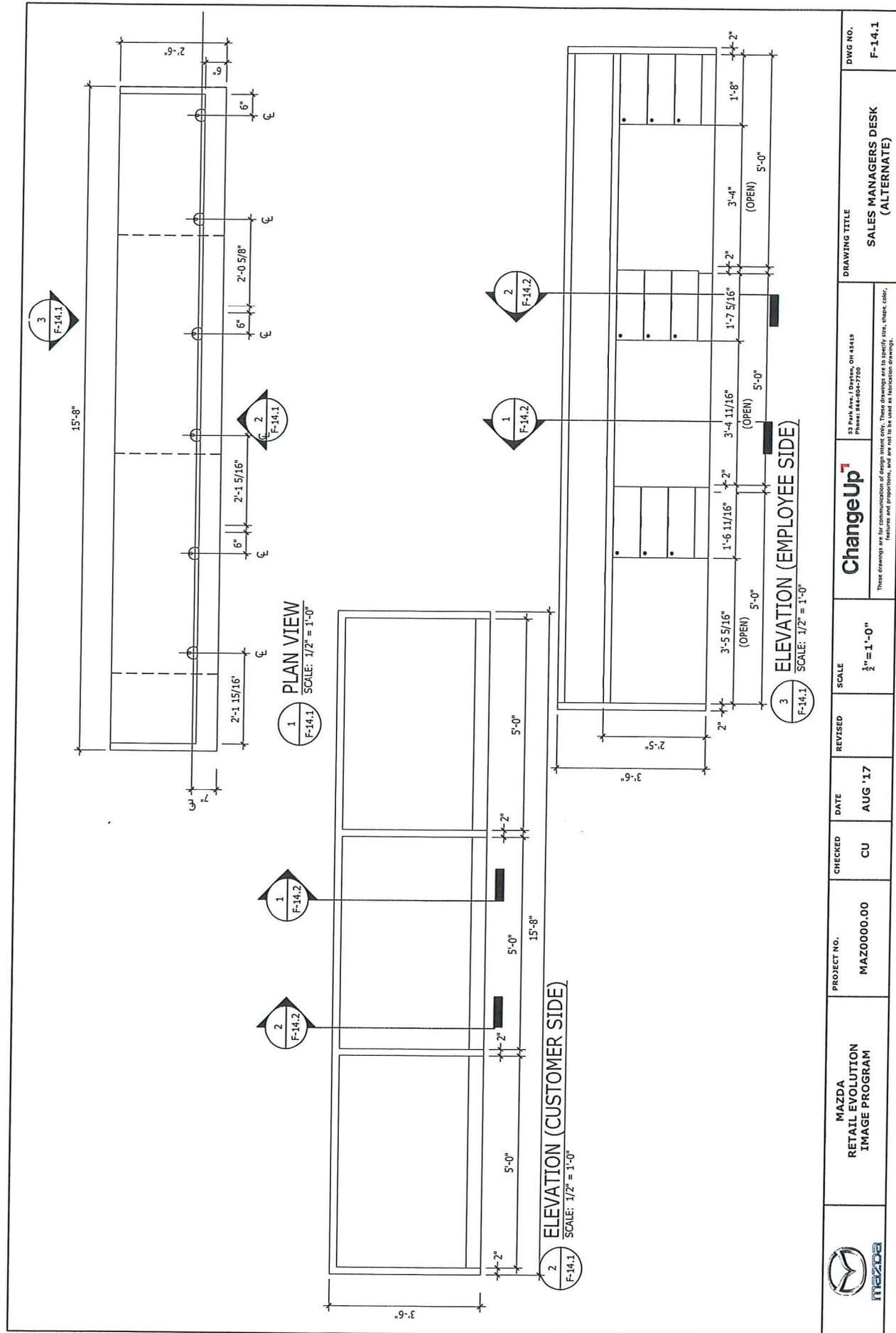
These drawings are for communication of design intent only. These drawings are to specify size, shape, color, features and proportions, and are not to be used as fabrication drawings.

DRAWING TITLE

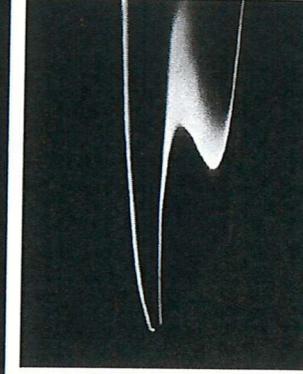
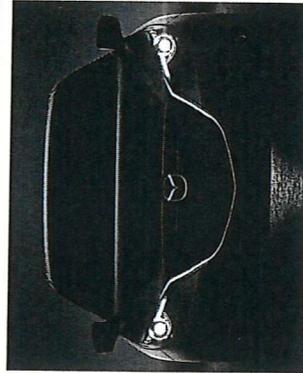
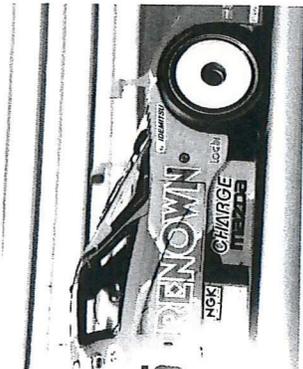
SALES MANAGERS DESK
(ALTERNATE)

DWG NO.

F-14.0



| | | | | | | | | | |
|--|---|---------------------------|---------------|-----------------|---------|-----------------------|--|---|--------------------|
| | MAZDA RETAIL EVOLUTION IMAGE PROGRAM | PROJECT NO. MAZ0000.00 | CHECKED CU | DATE AUG '17 | REVISED | SCALE 1/2" = 1'-0" | ChangeUp ¹ 92 Park Ave., Dayton, OH 45410 Phone: 513-804-7790 | DRAWING TITLE SALES MANAGERS DESK (ALTERNATE) | DWG. NO. F-14.1 |
| | These drawings are for communication of design intent only. These drawings are to specify size, shape, color, features and proportions, and are not to be used as fabrication drawings. | | | | | | | | |



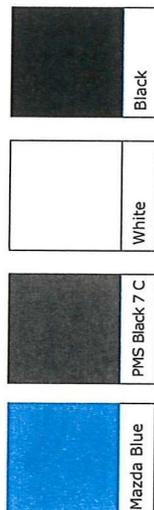
PROTOTYPE

RE-1 IMAGE PROGRAM - GRAPHIC DESIGN INTENT DOCUMENTS



COLOR PALETTE

Colors shown represent main colors in the program.
All other colors to match as noted on appropriate pages.



Mazda Blue
C: 100
M: 00
Y: 00
K: 00

ALL COLORS SHOWN IN THIS DOCUMENT (PMS AND/OR CMYK) ARE FOR COLOR REFERENCE ONLY AND ARE NOT FOR FINAL COLOR MATCHING. GRAPHICS ARE TO BE PRODUCED TO MATCH PMS COLORS AS NOTED. REFER TO THE APPROPRIATE PANTONE® MATCHING SYSTEM SWITCH BOOK FOR ACCURATE COLOR.

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NOTE: Scales shown in this document are valid only when pages are printed at actual size (17" w x 11" h).

FONTS

ABCDEFGHIJKLMN**OP**QRSTUVWXYZ
abc**def**ghijklm**nop**qrstuvw**xyz**

INTERSTATE REGULAR

ABCDEFGHIJKLMN**OP**QRSTUVWXYZ
abc**def**ghijklm**nop**qrstuvw**xyz**

KLAVIKA LIGHT

ABCDEFGHIJKLMN**OP**QRSTUVWXYZ
abc**def**ghijklm**nop**qrstuvw**xyz**

MYRIAD PRO REGULAR



**MAZDA
RETAIL EVOLUTION
IMAGE PROGRAM**

PROJECT NO.
MAZ0000.000

CHECKED
CU

DATE
JUN '17

REVISED

SCALE
Not to Scale

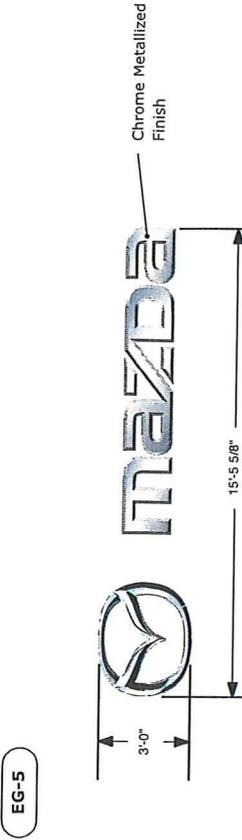
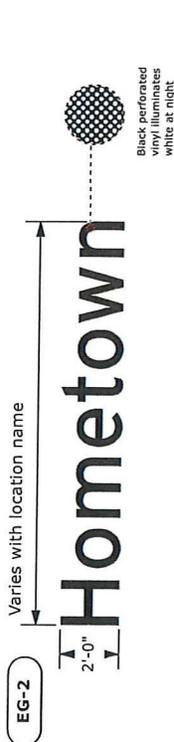
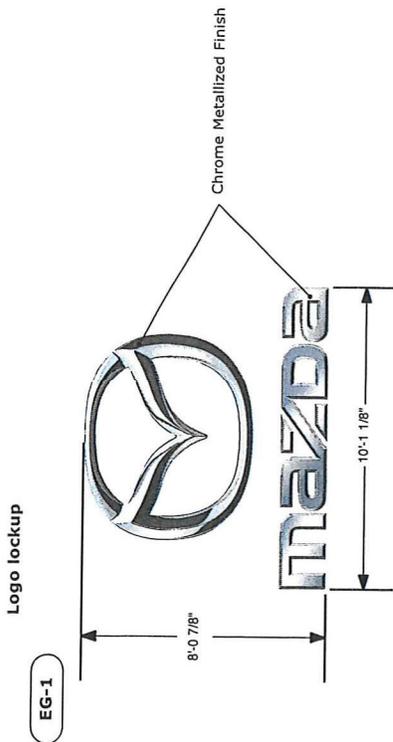
ChangeUp⁷

513 Park Ave | Dayton, OH 45419
Phone: 644.804.7700

These drawings are for communication of design intent only. These drawings are to specify size, shape, color, materials and proportions, and are not to be used as fabrication drawings.

DRAWING TITLE
GRAPHIC SPECIFICATIONS

DWG NO.
GS

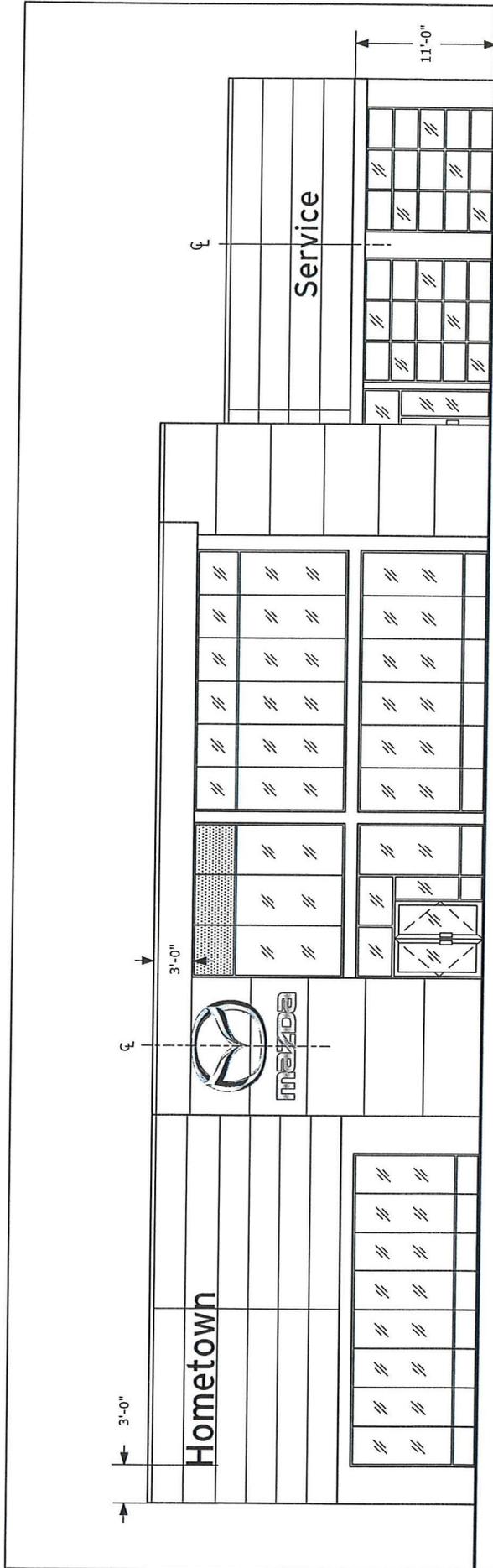


NOTES:

An exterior sign package*, including building signage, pylons and directional signs, has been developed as part of the Mazda Corporate Identification Program. As part of the program, the size and placement of these signs will be determined. Contact your Regional Dealer Development department to schedule a sign survey with the approved vendor.

*A separate permit is required for signs.

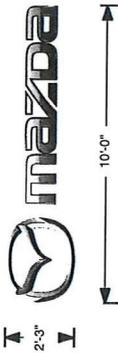
| | | | | | | | | | | |
|--|--|------------------------------------|-----------------------|-------------------------|----------------|-------------------------------|-----------------------------|---|---|-----------------------------------|
| | MAZDA RETAIL EVOLUTION IMAGE PROGRAM | PROJECT NO. MAZ0000.000 | CHECKED CU | DATE JUN '17 | REVISED | SCALE 1/4" = 1'-0" | ChangeUp⁷ | 53 Park Ave Dayton, OH 45419 Phone: 644.804.7700 | DRAWING TITLE EXTERIOR SIGNAGE | DWG. NO. EG-1 EG-5 |
| | <small>These drawings are for communication of design intent only. These drawings are to specify size, shape, color, features and proportions, and are not to be used as fabrication drawings.</small> | | | | | | | | | |



NOTES:
 An exterior sign package*, including building signage, pylons and directional signs, has been developed as part of the Mazda Corporate Identification Program. As part of the program, the size and placement of these signs will be determined. Contact your Regional Dealer Development department to schedule a sign survey with the approved vendor.
 *A separate permit is required for signs.

| | | | | | | | | | | |
|---|--|-----------------------------------|----------------------|------------------------|---------------------------|------------------------------|---|--|--|------------------------|
|  | MAZDA RETAIL EVOLUTION IMAGE PROGRAM | PROJECT NO. MAZ0000.000 | CHECKED CU | DATE JUN '17 | REVISED MAR '18 | SCALE 1/8" = 1'-0" |  | 53 PAPA Ave, Dayton, OH 45419 Phone: 844.804.7700 | DRAWING TITLE EXTERIOR SIGNAGE | DWG NO. EG-A |
| | <small>These drawings are for communication of design intent only. These drawings are to specify size, shape, color, features and proportions, and are not to be used as fabrication drawings.</small> | | | | | | | | | |

G-1 Dimensional Logo - Main Entry - Reception Area
3" thick letters / elements



G-2 Dimensional Icon
2 1/2" thick letters / elements
1/2" standoff



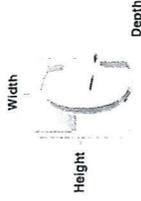
G-3 Dimensional Logo
3" thick letters / elements



- Dimensional Logos / Icons See Notes for specs and recommended supplier. Logos and icons to have Chrome finish.
- All colors to match as indicated.
- Graphic vendor to provide all hardware.
- Graphic vendor to field verify all locations and conditions prior to graphic production and coordinate access, electrical, and site preparation details with contractor(s) as directed by owner.
- Refer to graphic placement plan for locations.

Notes:

Dimensional Letters:
Mfr: EWI
Product: VAC Formed Logos
Finish: Chrome Finish
Contact: Bill Warren
Phone: 714.325.1612
Email: bwarren@ewiworldwide.com
Web: ewiworldwide.com



MAZDA
RETAIL EVOLUTION
IMAGE PROGRAM

PROJECT NO.
MAZ0000.000

CHECKED
CU

DATE
JUN '17

REVISIONS

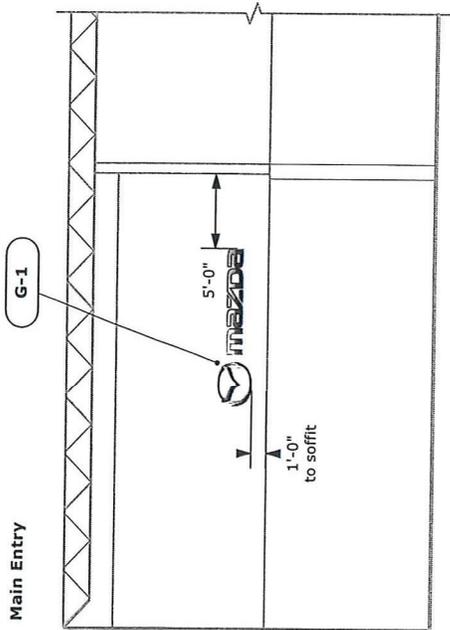
SCALE
1/4"=1'-0"

ChangeUpTM
These drawings are for communication of design intent only. These drawings are to specify size, shape, color, features and proportions, and are not to be used for fabrication drawings.

53 Park Ave. | Dayton, OH 45419
Phone: 646.804.7700

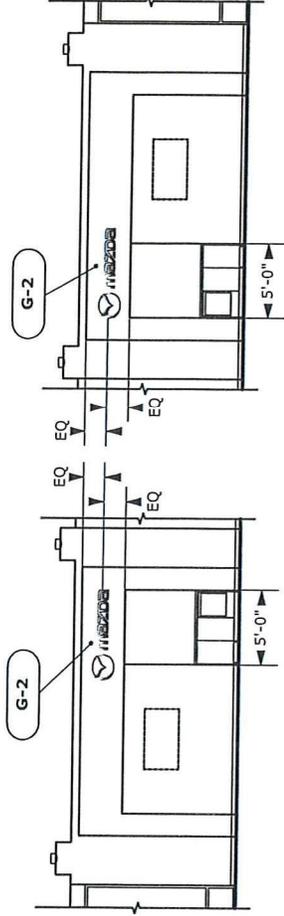
DRAWING TITLE
DIMENSIONAL LOGO / ICON

DWG NO.
G-1-
G-3



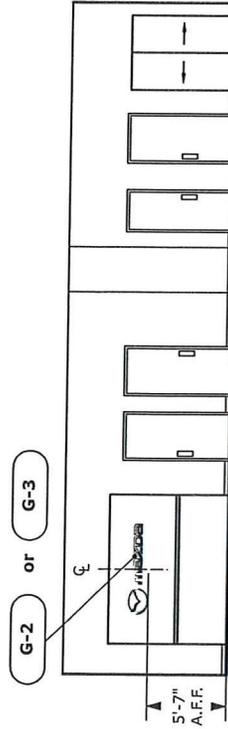
Note:
Prior to graphic installation the wall must be either painted black or covered with WC-2.

Customer Lounge



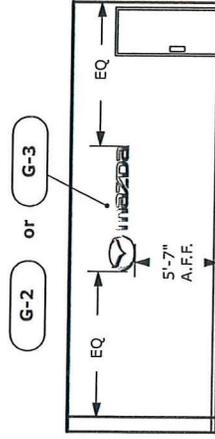
Note:
- Prior to graphic installation the wall must be covered with WP-1 (wood or wood grain tile).

Retail Parts / Cashier



Note:
Prior to graphic installation the wall must be either painted black or covered with WC-2.

Service Write-up



Note:
Prior to graphic installation the wall must be either painted black or covered with WC-2.



**MAZDA
RETAIL EVOLUTION
IMAGE PROGRAM**

PROJECT NO.
MAZ0000.000

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CU

DATE
JUN '17

REVISED
MAR '18

SCALE
3/16"=1'-0"

ChangeUp

53 Park Ave | Dayton, OH 45419
Phone: 514.804.7700

DRAWING TITLE
**DIMENSIONAL LOGO/ ICON -
ELEVATIONS**

DWG NO.
**G-1-
G-3-Elev**

These drawings are for communication of design intent only. These drawings are to specify size, finish, color, texture and proportions, and are not to be used as fabrication drawings.

G-5 Required Feature Wall Graphics

G-5A.1 Main Vehicle Studio - Required*

9'-4" x 14'-10"

G-5A.2 Main Vehicle Studio - Required*

8'-0" x 8'-0"

G-5A.3 Main Vehicle Studio - Required*

9'-4" x 14'-10"

G-5A.4 Main Vehicle Studio - Required*

8'-0" x 8'-0"

G-5B Middle or Delivery Vehicle Studio - Required*

8'-0" x 8'-0"

G-5C Service Write Up Area - Required*

8'-0" x 8'-0"

Notes:

- G-5 Feature Wall Graphics** to be dye-sub printed to opaque white stretch fabric with gasket edge and inserted into light box display; refer to notes for supplier information.
- LIGHT BOXES ARE REQUIRED & PROVIDED/INSTALLED BY EWI WORLDWIDE**
Duplex outlet to be mounted to wall inset so that face of graphic is flush with finished face of wall.
- Graphic vendor to provide all installation hardware.
- Graphic vendor to field verify all locations and conditions prior to graphic production and coordinate site preparation details with contractor(s) as directed by owner.
- Refer to graphic placement plan for locations.

*Required in RE-1

Notes:

- Light Boxes to be obtained from:**
Mfr: EWI
Contact: Bill Warren
Phone: 714.325.1612
E-mail: bwarren@ewiworldwide.com
Web: ewiworldwide.com
- Product:** Perimeter Back-Lit Fabric Display
- Finish:** Aluminum Finish
- QTY:** 3 per Dealership in RE-1
2 per Dealership in RE-2
- All light box graphics to be electrically switched on or off on a timer (optional). Coordination with electrical contractor is required.

***REQUIRED ***

Dealer / G.C. Responsibility
Cable Management Box to be obtained from:

Mfr: Peerless Industries, Inc.
Contact: 800.865.2112
Web: www.peerless-av.com

Product: IBA3-W
Recessed Cable Management and Power Storage Accessory Box
Finish: High Gloss - White

All light box graphics to have the option to be electrically switched on or off. Coordination with electrical contractor is required. (Duplex outlets are required)

Typical Elevation Detail
Scale 1/4" = 1'-0"

Conceptual Exploded View
Not to Scale

ChangeUp⁷
53 Park Ave., Dayton, OH 45419
Phone: 644.804.7700

PROJECT NO.
MAZ0000.000

MAZDA
RETAIL EVOLUTION
IMAGE PROGRAM

SCALE
1/4" = 1'-0"

CHECKED
CU

DATE
JUN '17

REVISION
MAR '18

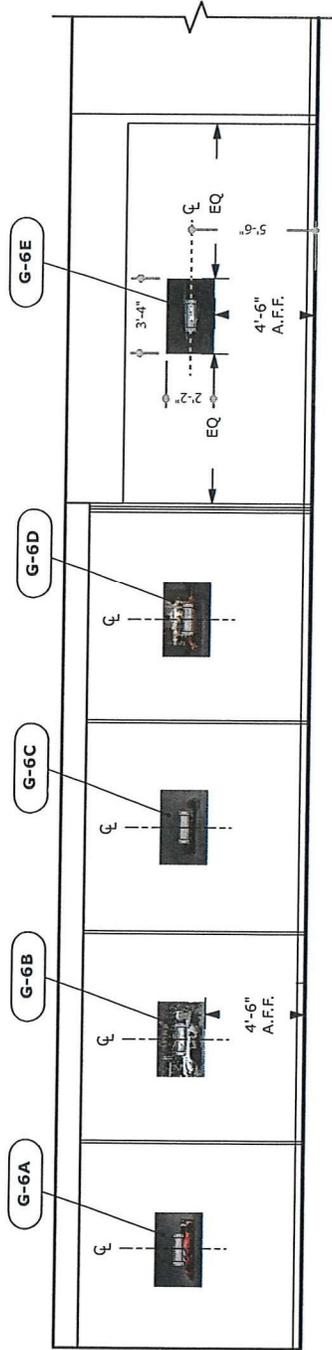
DRAWING TITLE
FEATURE WALL GRAPHICS

PROJECT NO.
MAZ0000.000

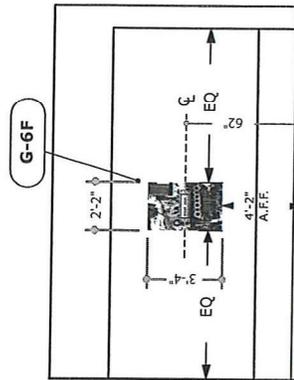
DWG. NO.
G-5

Consultation Offices – Typical*
 * Typical for G-7A thru G-7G as Required

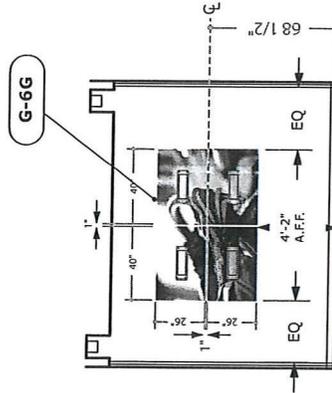
Boutique



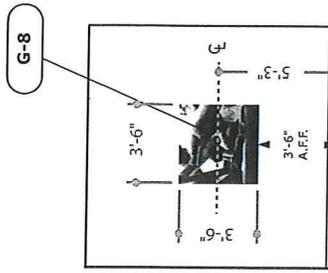
Boutique



Sales Manager's Office



Non-Illuminated



MAZDA
 RETAIL EVOLUTION
 IMAGE PROGRAM

PROJECT NO.
 MAZ0000.000

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DATE
 JUN '17

REVISED
 MAR '18

SCALE
 3/16"=1'-0"

ChangeUp⁷

53 Park Ave. | Dayton, OH 45419
 Phone: 954.804.7700

DRAWING TITLE
 DIMENSIONAL LOGO/ ICON
 ELEVATIONS

DWG. NO.
 G-6-ELEV-
 G-8-ELEV

These drawings are for communication of design intent only. These drawings are to specify size, shape, color, quantity and proportions, and are not to be used as fabrication drawings.

Notes:

Light Boxes to be obtained from:
 Mfr: EWI
 Contact: Bill Warren
 Phone: 714.325.1612
 E-mail: bwarren@ewiworldwide.com
 Web: ewiworldwide.com
 Edge-Lit Light Box
 Finish: Powder Coated White

Graphic size (partially obscured by frame): 40" x 26"
 Visible area of graphic: 39.375" x 25.375"

*** REQUIRED ***
 Dealer / G.C. Responsibility
 Cable Management Box to be obtained from:
 Mfr: Peerless Industries, Inc.
 Contact: 800.865.2112
 Web: www.peerless-av.com

Product: IBA3-W
 Recessed Cable Management and Power Storage Accessory Box
 Finish: High Gloss - White



All light box graphics to have the option to be electrically switched on or off. Coordination with electrical contractor is required. (Duplex outlets are required)

ChangeUp⁷
 53 Park Ave., Dayton, OH 45419
 Phone: 644.804.7700

These drawings are for communication of design intent only. These drawings are to specify size, shape, color, features and proportions, and are not to be used as fabrication drawings.

IBA3-W - Recessed Cable Management and Power Storage Accessory Box Detail
 Scale: 1 1/2" = 1'-0"
 Box is 3 3/4" Deep

Notes:

- G-7 Illuminated Office Graphics – Consultation Offices, F&I Offices
- G-7A Consultation Office – F&I Office – as Needed
- G-7B Consultation Office – F&I Office – as Needed
- G-7C Consultation Office – F&I Office – as Needed
- G-7D Consultation Office – F&I Office – as Needed
- G-7E Consultation Office – F&I Office – as Needed
- G-7F Consultation Office – F&I Office – as Needed
- G-7G Consultation Office – F&I Office – as Needed

- G-7 Illuminated Graphics to be Dura-Trans inserted into LED light box; refer to notes for required light box supplier (Duplex outlets are required, timers are optional).
- LIGHT BOXES ARE REQUIRED
 Light boxes to have external power supply. Excess cord to be stored and concealed in cable management box. Graphic Vendor to insure that IBA3-W is completely concealed behind graphic. Refer to notes for required specifications and supplier.
- All colors to match as indicated.
- Graphic vendor to provide all hardware.
- Graphic vendor to field verify all locations and conditions prior to graphic production and coordinate site preparation details with contractor(s) as directed by owner.
- Refer to graphic placement plan for locations.

| | | | | | | | | |
|--|--|----------------------------|---------------|-----------------|--------------------|-----------------------|--|----------------|
| | MAZDA RETAIL EVOLUTION IMAGE PROGRAM | PROJECT NO. MAZ0000.000 | CHECKED CU | DATE JUN '17 | REVISED MAR '18 | SCALE 1/2" = 1'-0" | DRAWING TITLE ILLUMINATED GRAPHICS (OPTIONS) | DWG NO. G-7 |
| | ChangeUp ⁷ | | | | | | | |

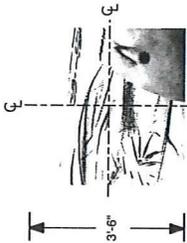
Notes:

Graphics to be obtained from:
 Mfr: EWI
 Contact: Bill Warren
 Phone: 714.325.1612
 E-mail: bwarren@ewiworldwide.com
 Web: ewiworldwide.com

G-8.1 Non-Illuminated Graphics

G-8A.1

Hallways, Admin., Meeting Spaces, Showroom Blank Walls – as Needed



G-8B.1

Hallways, Admin., Meeting Spaces, Showroom Blank Walls – as Needed



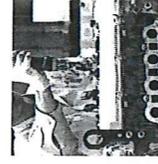
G-8C.1

Hallways, Admin., Meeting Spaces, Showroom Blank Walls – as Needed



G-8D.1

Hallways, Admin., Meeting Spaces, Showroom Blank Walls – as Needed



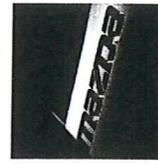
G-8F.1

Hallways, Admin., Meeting Spaces, Showroom Blank Walls – as Needed



G-8G.1

Hallways, Admin., Meeting Spaces, Showroom Blank Walls – as Needed



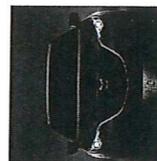
G-8H.1

Hallways, Admin., Meeting Spaces, Showroom Blank Walls – as Needed



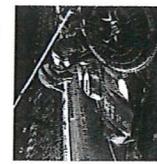
G-8J.1

Hallways, Admin., Meeting Spaces, Showroom Blank Walls – as Needed



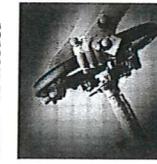
G-8K.1

Hallways, Admin., Meeting Spaces, Showroom Blank Walls – as Needed



G-8L.1

Hallways, Admin., Meeting Spaces, Showroom Blank Walls – as Needed



- G-8.1 Non-Illuminated Feature Wall Graphics to be dye-sub printed to opaque white stretch fabric; refer to notes for supplier information.
- All colors to match as indicated.
- Graphic vendor to provide all hardware.



**MAZDA
 RETAIL EVOLUTION
 IMAGE PROGRAM**

PROJECT NO.
MAZ0000.000

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JUN '17

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MAR '18

SCALE
3/8" = 1'-0"

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53 Park Ave | Dayton, OH 45419
 Phone: 644.800.7700

DRAWING TITLE
**FEATURE WALL GRAPHICS
 (OPTIONS)**

DWG NO.
G-8.1
 42" version

These drawings are for communication of design intent only. These drawings are to specify size, shape, color, features and proportions, and are not to be used as fabrication drawings.

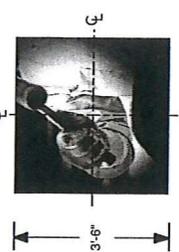
Notes:

Graphics to be obtained from:
 Mfr: EWI
 Contact: Bill Warren
 Phone: 714.325.1612
 E-mail: bwarren@ewiworldwide.com
 Web: ewiworldwide.com

G-8.1 Non-Illuminated Graphics cont'd

G-8M.1

Hallways, Admin., Meeting Spaces, Showroom Blank Walls - as Needed



G-8N.1

Hallways, Admin., Meeting Spaces, Showroom Blank Walls - as Needed



G-8P.1

Hallways, Admin., Meeting Spaces, Showroom Blank Walls - as Needed



G-8Q.1

Hallways, Admin., Meeting Spaces, Showroom Blank Walls - as Needed



G-8R.1

Hallways, Admin., Meeting Spaces, Showroom Blank Walls - as Needed



G-8S.1

Hallways, Admin., Meeting Spaces, Showroom Blank Walls - as Needed



G-8T.1

Hallways, Admin., Meeting Spaces, Showroom Blank Walls - as Needed



G-8U.1

Hallways, Admin., Meeting Spaces, Showroom Blank Walls - as Needed



- G-8.1 Non-Illuminated Feature Wall Graphics to be dye-sub printed to opaque white stretch fabric; refer to notes for supplier information.
- All colors to match as indicated.
- Graphic vendor to provide all hardware.



**MAZDA
 RETAIL EVOLUTION
 IMAGE PROGRAM**

PROJECT NO.
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CU

DATE
MAR '18

REVISIONS

SCALE
3/8"=1'-0"

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53 Park Ave | Dayton, OH 45419
 Phone: 644.804.7700

DRAWING TITLE
**FEATURE WALL GRAPHICS
 (OPTIONS)**

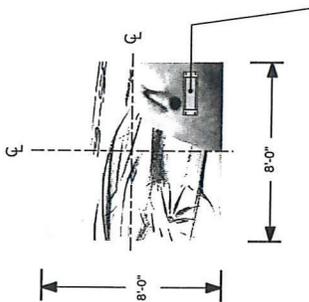
These drawings are for communication of design intent only. These drawings are to specify size, shape, color, features and proportions, and are not to be used as fabrication drawings.

DWG. NO.
**G-8.1
 CONT'D**
 42" version

G-8.2 Illuminated Graphics

G-8A.2

Hallways, Admin., Meeting Spaces, Showroom Blank Walls - as Needed



Indicates approx. placement of IBA3-W to be mounted completely concealed behind Light Box

- **G-8.2 Illuminated Feature Wall Graphics** to be dye-sub printed to opaque white stretch fabric with gasket edge and inserted into light box display; refer to notes for supplier information.

LIGHT BOXES ARE REQUIRED

Light box w/ duplex outlet to be mounted to wall inset so that face of graphic is flush with finished face of wall.

- All colors to match as indicated.
- Graphic vendor to provide all hardware.
- Graphic vendor to field verify all locations and conditions prior to graphic production and coordinate site preparation details with contractor(s) as directed by owner.
- Refer to graphic placement plan for locations.

G-8B.2

Hallways, Admin., Meeting Spaces, Showroom Blank Walls - as Needed



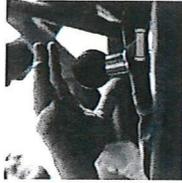
G-8C.2

Hallways, Admin., Meeting Spaces, Showroom Blank Walls - as Needed



G-8F.2

Hallways, Admin., Meeting Spaces, Showroom Blank Walls - as Needed



G-8G.2

Hallways, Admin., Meeting Spaces, Showroom Blank Walls - as Needed



G-8M.2

Hallways, Admin., Meeting Spaces, Showroom Blank Walls - as Needed



Notes:

Light Boxes to be obtained from:

Mfr: EWT
 Contact: Bill Warren
 Phone: 714.325.1612
 E-mail: bwarren@ewworldwide.com
 Web: ewworldwide.com

Product: Perimeter Back-Lit Fabric Display
 Finish: Aluminum Finish

All light box graphics to be electrically switched on or off on a timer (optional). Coordination with electrical contractor is required.

REQUIRED

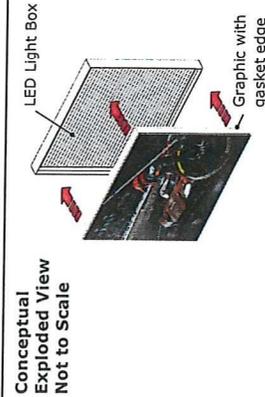
Dealer / G.C. Responsibility
Cable Management Box to be obtained from:

Mfr: Peerless Industries, Inc.
 Contact: 800.865.2112
 Web: www.peerless-av.com

Product: IBA3-W
 Recessed Cable Management and Power Storage Accessory Box
 Finish: High Gloss - White



All light box graphics to have the option to be electrically switched on or off. Coordination with electrical contractor is required. (Duplex outlets are required)



Conceptual Exploded View Not to Scale



MAZDA
 RETAIL EVOLUTION
 IMAGE PROGRAM

PROJECT NO.
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CHECKED
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DATE
 MAR '18

REVISED

SCALE
 3/16"=1'-0"

ChangeUp⁷

53 Park Ave., Dayton, OH 45419
 Phone: 844.804.7700

DRAWING TITLE
 FEATURE WALL GRAPHICS
 (OPTIONS)

DWG. NO.
 G-8.2
 8' version

These drawings are for communication of design intent only. These drawings are to specify size, shape, color, features and proportions, and are not to be used as fabrication drawings.

Exhibit E

EXHIBIT E

State of Illinois)
) SS
County of Cook)

DISCLOSURE AFFIDAVIT

I, _____, (hereinafter referred to as "**Affiant**") reside at _____
_____, in Cook County, State of Illinois, being first duly sworn and having
personal knowledge of the matters contained in this Affidavit, swear to the following:

1. That, I am over the age of eighteen and the (choose one)
 - owner or
 - authorized trustee or
 - corporate official or
 - managing agent or
 - _____ of the Real Estate (as defined herein).

2. That, the Real Estate (as defined herein) being sold to _____
_____ is located in the County of Cook, Village of Palatine, State of Illinois (herein
referred to as the "**Real Estate**"). The Real Estate has Assessor's Permanent
Index Numbers of _____

3. That, I understand that pursuant to 50 ILCS 105/3.1, prior to execution of a real
estate purchase agreement between the record fee owner of the Real Estate and
_____, Illinois State Law requires the owner, authorized trustee, corporate
official or managing agent to submit a sworn affidavit to the Buyer disclosing the
identity of every owner and beneficiary having *any* interest, real or personal, in the
Real Estate, and every shareholder entitled to receive more than 7 1/2% of the
total distributable income of any corporation having any interest, real or personal,
in the Real Estate.

4. As the owner or
 - authorized trustee or
 - corporate official or
 - managing agent or
 - _____ of the Real Estate, I declare under
oath that (choose one):
 - The owners or beneficiaries of the trust are: _____
_____ or
 - The shareholders with more than 7 1/2% interest are: _____
_____ or
 - The corporation is publicly traded and there is no readily known individual
having greater than a 7 1/2% interest in the corporation.

This Disclosure Affidavit is made to induce the Buyer to accept title to the Real Estate in accordance with 50 ILCS 105/3.1.

AFFIANT

SUBSCRIBED AND SWORN to before me
this ____ day of _____, 2018.

NOTARY PUBLIC

Exhibit F

PERMITTED EXCEPTIONS

1. Real Estate Taxes not yet due and payable.
2. Zoning and Building Codes, laws and ordinances
3. Matters caused by or on behalf of Buyer
4. The RDA
5. Menards Restriction as set forth in Section 2 of the Agreement
6. Wolff License (to be assigned to Buyer) as set forth in Section 2 of the Agreement
7. Existing unrecorded leases and all rights thereunder of the lessees and of any person or party claiming by, through or under the lessees.
8. Existing unrecorded lease/license in favor of D&D Wolff Ltd, and all rights thereunder of the lessee/licensee and of any person or party claiming by, through or under the lessee/licensee, shown as assessee under PIN 02-02-402-013-8002
9. Terms, provisions, conditions and limitations as set forth in the Agreement and Declaration of Grant of Easement for cross access for pedestrian access and vehicle access made by and between Menard Inc, as grantor and Knupper Nursery and Garden Center, as grantee over the area as shown on Exhibit 'C' attached to said instrument recorded November 1, 1991 as document 91574619
10. Terms, provisions, conditions and limitations set forth in the Agreement and Declaration of Grant of Easement for cross access for vehicle and pedestrian access by and between Knupper Nursery and Garden Center, a corporation of Illinois, as grantor, and Menard, Inc., as grantee, over the area as shown on Exhibit 'C', recorded October 4, 1991 as document 91518802
11. Easement in favor of Northern Illinois Gas Company, and its/their respective successors and assigns, to install, operate and maintain all equipment necessary for the purpose of serving the Land and other property, together with the right of access to said equipment, and the provisions relating thereto contained in the grant recorded/filed as Document No. 93226298 Plat of Survey recorded July 6, 1992 as document 92488861
12. Notice of requirements for storm water detention, Metropolitan Sanitary District of Greater Chicago permit No. 92-239, recorded August 5, 1992 as document 92580540
13. Terms, provisions, conditions and limitations contained in Ordinance No. O-202-02, a copy of which was recorded December 29, 1992 as document 92978309 annexing certain territory to the Village of Palatine (Affects the Land and other property)
14. Easement or right of Illinois Bell Telephone Company to construct, place and maintain its poles, wires and cables along the Northeast side of Rand Road, created by grant from Dorian M. Cameron dated October 14, 1927 and recorded November 3, 1927, in book 25316-73, doc 9830214
15. Covenants and restrictions (but omitting any such covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said Covenant (A) is exempt under Chapter 42, Section 3607 of the United States Code or (B) relates to handicap but does not discriminate against Handicapped Persons), relating to use of Land contained in the deed recorded May 5, 2009 as Document No. 0912533026, which does not contain a reversionary or forfeiture clause

Exhibit G

KNUPPER'S PARCEL PROPERTY DESCRIPTION:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHEASTERLY OF THE NORTHEASTERLY RIGHT OF WAY OF RAND ROAD (U. S. ROUTE 12), SOUTH OF THE SOUTH LINE OF THE NORTH 10 ACRES OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 2, AND NORTHWESTERLY OF THE FOLLOWING DESCRIBED PARCEL OF LAND, TAKEN AS A TRACT:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING 338.42 FEET SOUTH AND 234.96 FEET WEST OF THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 10 ACRES OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, AFORESAID WITH THE EAST LINE OF SAID SECTION 2; THENCE EAST 234.96 FEET TO THE AFORESAID EAST LINE OF SAID SECTION 2; THENCE SOUTH ALONG THIS EAST LINE 284.40 FEET; THENCE SOUTHWESTERLY 630.28 FEET TO THE CENTER LINE OF RAND ROAD; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF RAND ROAD 460.00 FEET; THENCE NORTHEASTERLY FROM THIS POINT TO THE PLACE OF BEGINNING (EXCEPT THEREFROM ALL THAT PART THEREOF LYING SOUTHEAST OF THE CENTER LINE AND CENTER LINE EXTENDED OF LONG GROVE ROAD AS DEDICATED BY PLAT OF DEDICATION RECORDED JANUARY 6, 1934, AS DOCUMENT NO. 11338404 AND AS CORRECTED BY CERTIFICATE OF SURVEY RECORDED MARCH 13, 1934 AS DOCUMENT NO. 11371869) IN COOK COUNTY, ILLINOIS; EXCEPT THAT PART TAKEN FOR RAND ROAD BY CONDEMNATION CASE NO. 82L50377;

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCING AT A POINT IN THE EASTERLY LINE OF SAID RAND ROAD THAT IS 63.79 FEET NORTHWESTERLY OF THE MOST WESTERLY CORNER OF THE ABOVE DESCRIBED PROPERTY TAKEN AS A TRACT; THENCE NORTHEASTERLY 230 FEET ALONG A LINE PARALLEL WITH THE NORTHWESTERLY LINE THEREOF; THENCE NORTHWESTERLY 300 FEET ALONG A LINE PARALLEL WITH THE NORTHEASTERLY LINE OF RAND ROAD AFORESAID; THENCE NORTHEASTERLY 379.31 FEET, MORE OR LESS, TO A POINT IN THE SOUTH LINE OF THE NORTH 10 ACRES OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 10; THENCE EAST ALONG THE SOUTH LINE OF SAID NORTH 10 ACRES, 342.52 TO ITS INTERSECTION WITH THE EAST LINE OF SAID SECTION 2; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 2 TO A POINT THAT IS 6 CHAINS 3 RODS AND 9 LINKS SOUTH OF THE NORTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE WEST 3 CHAINS 2 RODS AND 6 LINKS TO A POINT THAT IS 451.44 FEET SOUTH OF THE NORTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 2 AND 234.96 FEET WEST OF THE EAST LINE THEREOF; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 214.50 FEET; THENCE SOUTHWESTERLY TO A POINT IN THE NORTHEASTERLY LINE OF SAID RAND ROAD THAT IS 63.79 FEET SOUTHEASTERLY OF THE PLACE OF BEGINNING; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE 63.79 FEET TO THE PLACE OF BEGINNING, EXCEPT THAT PART THEREOF LYING SOUTHEAST OF THE CENTER LINE AND CENTER LINE EXTENDED OF LONG GROVE ROAD AFORESAID, IN COOK COUNTY ILLINOIS.

1. The RDA for this ordinance is 278 pages, Mike Jacobs has a copy with his paperwork.

1415 West Diehl Road, Suite 400
Naperville, IL 60563
630.566.8400

SIKICH.COM

INDEPENDENT AUDITOR’S REPORT ON SUPPLEMENTARY INFORMATION

The Honorable Mayor
Members of the Village Board
Village of Palatine, Illinois

We have audited the financial statements of the governmental activities, the business-type activities, each major fund and the aggregate remaining fund information of the Village of Palatine, Illinois (the Village) as of and for the year ended December 31, 2018, which collectively comprise the basic financial statements of the Village, and have issued our report thereon dated May 31, 2019, which expressed an unmodified opinion on those statements.

Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the Village’s basic financial statements. The supplementary financial information (schedule of revenues, expenditures and changes in fund balance and schedule of fund balance by source for the Dundee Road tax Increment Financing District Fund, Rand/Dundee Tax Increment Financing District Fund, Downtown Tax Increment Financing District Fund, Rand Road Corridor Tax Increment Financing District Fund and the Rand/Lake Cook Tax Increment Financing District Fund) of revenues, expenditures, and changes in fund balance) is presented for the purpose of additional analysis and is not a required part of the basic financial statements. The supplementary financial information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements.

The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the basic financial statements as a whole.

Sikich LLP

Naperville, Illinois
May 31, 2019

Supplementary Information

VILLAGE OF PALATINE, ILLINOIS

TAX INCREMENT FINANCING DISTRICT FUNDS

SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES

For the Year Ended December 31, 2018

| | Dundee Road TIF | Rand/Dundee TIF | Downtown TIF | Rand Road Corridor TIF | Rand/Lake Cook TIF |
|--|---------------------|--------------------|---------------------|---------------------------|-----------------------|
| REVENUES | | | | | |
| Taxes | | | | | |
| Incremental property taxes | \$ 2,996,847 | \$ 315,439 | \$ 6,015,269 | \$ 3,019,601 | \$ 210,198 |
| Investment income | 132,660 | 14,583 | 90,880 | 71,087 | 4,754 |
| Total revenues | <u>3,129,507</u> | <u>330,022</u> | <u>6,106,149</u> | <u>3,090,688</u> | <u>214,952</u> |
| EXPENDITURES | | | | | |
| Economic development | | | | | |
| Supplies and services | - | - | 5,528 | 2,764 | - |
| Project expenditures | 1,804 | - | 13,522 | 2,563,056 | - |
| Loss on disposal of land held for resale | - | - | - | 1,875,000 | - |
| Surplus distribution | 1,656,000 | 415,000 | - | - | - |
| Capital outlay | | | | | |
| Rights of way improvements | - | - | 9,990 | 66,833 | - |
| Street improvements | - | - | 353,046 | - | - |
| Water system improvements | - | - | - | 48,085 | - |
| Debt service | | | | | |
| Principal retirement | - | - | 2,890,000 | 1,585,000 | - |
| Interest | - | - | 578,901 | 385,780 | - |
| Fiscal charges | - | - | 1,500 | 1,875 | - |
| Total expenditures | <u>1,657,804</u> | <u>415,000</u> | <u>3,852,487</u> | <u>6,528,393</u> | <u>-</u> |
| EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES | <u>1,471,703</u> | <u>(84,978)</u> | <u>2,253,662</u> | <u>(3,437,705)</u> | <u>214,952</u> |
| OTHER FINANCING SOURCES (USES) | | | | | |
| Transfers in | - | - | - | 7,672,000 | - |
| Transfers (out) | (7,672,000) | - | - | - | - |
| Total other financing sources (uses) | <u>(7,672,000)</u> | <u>-</u> | <u>-</u> | <u>7,672,000</u> | <u>-</u> |
| NET CHANGE IN FUND BALANCE | (6,200,297) | (84,978) | 2,253,662 | 4,234,295 | 214,952 |
| FUND BALANCE, JANUARY 1 | <u>7,944,176</u> | <u>971,278</u> | <u>2,312,421</u> | <u>5,765,971</u> | <u>115,434</u> |
| FUND BALANCE, DECEMBER 31 | <u>\$ 1,743,879</u> | <u>\$ 886,300</u> | <u>\$ 4,566,083</u> | <u>\$ 10,000,266</u> | <u>\$ 330,386</u> |

(See independent auditor's report.)

VILLAGE OF PALATINE, ILLINOIS

TAX INCREMENT FINANCING DISTRICT FUNDS

SCHEDULE OF FUND BALANCES BY SOURCE

For the Year Ended December 31, 2018

| | Dundee Road TIF | Rand/Dundee TIF | Downtown TIF | Rand Road Corridor TIF | Rand/Lake Cook TIF |
|--|--------------------|--------------------|-----------------|---------------------------|-----------------------|
| BEGINNING BALANCES, JANUARY 1, 2018 | \$ 7,944,176 | \$ 971,278 | \$ 2,312,421 | \$ 5,765,971 | \$ 115,434 |
| ADDITIONS | | | | | |
| Taxes | | | | | |
| Incremental property taxes | 2,996,847 | 315,439 | 6,015,269 | 3,019,601 | 210,198 |
| Investment income | 132,660 | 14,583 | 90,880 | 71,087 | 4,754 |
| Transfers in | - | - | - | 7,672,000 | - |
| Total additions | 3,129,507 | 330,022 | 6,106,149 | 10,762,688 | 214,952 |
| BEGINNING BALANCES PLUS ADDITIONS | 11,073,683 | 1,301,300 | 8,418,570 | 16,528,659 | 330,386 |
| DEDUCTIONS | | | | | |
| Economic development | | | | | |
| Supplies and services | - | - | 5,528 | 2,764 | - |
| Project expenditures | 1,804 | - | 13,522 | 2,563,056 | - |
| Loss on disposal of land held for resale | - | - | - | 1,875,000 | - |
| Surplus distribution | 1,656,000 | 415,000 | - | - | - |
| Capital outlay | | | | | |
| Rights of way improvements | - | - | 9,990 | 66,833 | - |
| Street improvements | - | - | 353,046 | - | - |
| Water system improvements | - | - | - | 48,085 | - |
| Debt service | | | | | |
| Principal retirement | - | - | 2,890,000 | 1,585,000 | - |
| Interest | - | - | 578,901 | 385,780 | - |
| Fiscal charges | - | - | 1,500 | 1,875 | - |
| Transfers out | 7,672,000 | - | - | - | - |
| Total deductions | 9,329,804 | 415,000 | 3,852,487 | 6,528,393 | - |
| ENDING BALANCES, DECEMBER 31, 2018 | \$ 1,743,879 | \$ 886,300 | \$ 4,566,083 | \$ 10,000,266 | \$ 330,386 |
| ENDING BALANCES BY SOURCE | | | | | |
| Incremental property taxes | \$ 1,743,879 | \$ 886,300 | \$ - | \$ 9,600,266 | \$ 330,386 |
| Investment in land held for resale | - | - | 4,566,083 | 400,000 | - |
| Subtotal | 1,743,879 | 886,300 | 4,566,083 | 10,000,266 | 330,386 |
| Less Surplus Funds | - | - | - | - | - |
| ENDING BALANCES, DECEMBER 31, 2018 | \$ 1,743,879 | \$ 886,300 | \$ 4,566,083 | \$ 10,000,266 | \$ 330,386 |

(See independent auditor's report.)

1415 West Diehl Road, Suite 400
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630.566.8400

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INDEPENDENT ACCOUNTANT'S REPORT

The Honorable Mayor
Members of the Village Council
Village of Palatine, Illinois

We have examined management's assertion, included in its representation letter dated May 31, 2019 that the Village of Palatine, Illinois (the Village) complied with the provisions of subsection (q) of Section 11-74.4-3 of the Illinois Tax Increment Redevelopment Allocation Act (Illinois Public Act 85-1142) during the year ended December 31, 2018. Management is responsible for the Village's assertion and for compliance with those requirements. Our responsibility is to express an opinion on management's assertion about the Village's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about the Village's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on the Village's compliance with statutory requirements.

In our opinion, management's assertion that the Village of Palatine, Illinois complied with the aforementioned requirements for the year ended December 31, 2018 is fairly stated, in all material respects.

This report is intended solely for the information and use of the Mayor, the Village Council, management of the Village, the Illinois State Comptroller's Office and the joint review boards and is not intended to be and should not be used by anyone other than these specified parties.

Sikich LLP

Naperville, Illinois
May 31, 2019