

AIA Type Document  
Application and Certification for Payment

Page 1 of 3

TO (OWNER): Beechwood Independent Schools  
54 Beechwood Rd  
Fort Mitchell, KY 41017

PROJECT: Beechwood Ind. Schools- PH 6B  
54 Beechwood Road  
Fort Mitchell, KY 41017

APPLICATION NO: 16

DISTRIBUTION  
TO:  
- OWNER  
- CONSTRUCTION  
MANAGER  
- ARCHITECT  
- CONTRACTOR  
- FIELD  
- OTHER

FROM Avenue Fabricating, Inc.  
CONTRACTOR: 1281 Clough Pike  
Batavia, OH 45103

PERIOD TO: 5/31/2025  
CONTRACT DATE:  
PROJECT NOS: 2205

VIA CONSTRUCTION  
MANAGER:

CONTRACT FOR: BG #21-042 204

VIA ARCHITECT:

### CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
AIA Document G703, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$	539,771.00
2. NET CHANGES IN THE WORK	\$	23,822.26
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	563,593.26
4. TOTAL COMPLETED AND STORED TO DATE	\$	563,593.26
5. RETAINAGE:		
a. 0.00 % of Completed Work	\$	0.00
b. 0.00 % of Stored Material	\$	0.00
Total retainage (Line 5a + 5b)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 minus Line 5 Total)	\$	563,593.26
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	517,583.93
8. CURRENT PAYMENT DUE	\$	46,009.33
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	35,322.26	-11,500.00
Total approved this month, including Construction Change Directives	0.00	0.00
TOTALS	35,322.26	-11,500.00
NET CHANGES IN THE WORK	23,822.26	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that the current payment shown herein is now due.

CONTRACTOR: Avenue Fabricating, Inc  
1281 Clough Pike Batavia, OH 45103

By: Erin Meyer / Controller

Date: 7-7-25

State of: OH

County of: Clermont

Subscribed and Sworn to before me this 7th Day of July

Notary Public: Erin Maldonado

My Commission Expires: 12-7-25

NOEL MALDONADO  
Notary Public  
State of Ohio  
My Comm. Expires  
December 7, 2025



### CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on evaluations of the Work and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED \$ 57,509.37 46,009.30

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By: [Signature] Date: 8/28/25

(NOTE: If Multiple Prime Contractors are responsible for performing portions of the Project, the Architect's Certification is not required.)

By: [Signature] Date: 9/2/25

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



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**Application and Certification for Payment**

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**TO (OWNER):** Beechwood Independent Schools  
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 Fort Mitchell, KY 41017

**PROJECT:** Beechwood Ind. Schools- PH 6B  
 54 Beechwood Road  
 Fort Mitchell, KY 41017

**APPLICATION NO:** 16  
**PERIOD TO:** 5/31/2025

**DISTRIBUTION TO:**  
☐ OWNER  
☒ ARCHITECT  
☐ CONTRACTOR

**FROM (CONTRACTOR):** Avenue Fabricating, Inc.  
 1281 Clough Pike  
 Batavia, OH 45103

**VIA (ARCHITECT):**

**ARCHITECT'S PROJECT NO:** 2205

**CONTRACT FOR:** BG #21-042 204

**CONTRACT DATE:**

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
1	Bond	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00	0.00	0.00
2	Submittals	30,000.00	30,000.00	0.00	0.00	30,000.00	100.00	0.00	0.00
3	Punchlist	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00	0.00	0.00
4	Mobilization	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	0.00
5	Closeout	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00	0.00	0.00
6	Struc Steel main floor	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00	0.00	0.00
7	Strc Steel 2nd flooor	150,771.00	150,771.00	0.00	0.00	150,771.00	100.00	0.00	0.00
8	Strc Steel Roof	50,000.00	50,000.00	0.00	0.00	50,000.00	100.00	0.00	0.00
9	Strc Steel Infill crane road	10,000.00	10,000.00	0.00	0.00	10,000.00	100.00	0.00	0.00
10	Strc Steel learning stair	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00	0.00	0.00
11	J/D 2nd floor	94,000.00	94,000.00	0.00	0.00	94,000.00	100.00	0.00	0.00
12	J/D roof	94,000.00	94,000.00	0.00	0.00	94,000.00	100.00	0.00	0.00
13	Metal pan stairs/ rails	7,000.00	7,000.00	0.00	0.00	7,000.00	100.00	0.00	0.00
14	misc metals/ catwalks	25,000.00	25,000.00	0.00	0.00	25,000.00	100.00	0.00	0.00
15	spiral stairs	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00	0.00	0.00
16	Clean Up	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17	alt 2- stadium upgrades	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
18	CO 204-01	1,739.45	1,739.45	0.00	0.00	1,739.45	100.00	0.00	0.00
19	CO 204-02	20,168.30	20,168.30	0.00	0.00	20,168.30	100.00	0.00	0.00
20	CO 204-03	4,635.10	4,635.10	0.00	0.00	4,635.10	100.00	0.00	0.00
21	CO 204-04	8,779.41	8,779.41	0.00	0.00	8,779.41	100.00	0.00	0.00



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**APPLICATION NO:** 16  
**PERIOD TO:** 5/31/2025

**DISTRIBUTION**  
**TO:**  
☐ **OWNER**  
☐ **ARCHITECT**  
☐ **CONTRACTOR**

**FROM (CONTRACTOR):** Avenue Fabricating, Inc.  
1281 Clough Pike  
Batavia, OH 45103

**VIA (ARCHITECT):**

**ARCHITECT'S**  
**PROJECT NO:** 2205

**CONTRACT FOR:** BG #21-042 204

**CONTRACT DATE:**

ITEM	DESCRIPTION	SCHEDULE VALUE	PREVIOUS APPLICATIONS	COMPLETED THIS PERIOD	STORED MATERIAL	COMPLETED STORED	%	BALANCE	RETAINAGE
22	CO 204-05	-11,500.00	-11,500.00	0.00	0.00	-11,500.00	100.00	0.00	0.00
REPORT TOTALS		\$563,593.26	\$563,593.26	\$0.00	\$0.00	\$563,593.26	100.00	\$0.00	\$0.00





# Document G704/CMa™ – 1992

## Certificate of Substantial Completion Construction Manager-Adviser Edition

OWNER	X
CONSTRUCTION MANAGER	X
ARCHITECT	X
CONTRACTOR	X
FIELD	
OTHER	

### PROJECT:

(Name and address):

BEECHWOOD INDEPENDENT SCHOOLS PHASE 6B:  
ADDITIONS & RENOVATIONS  
54 BEECHWOOD ROAD  
FORT MITCHELL, KY 41017

PROJECT NUMBER: BG# 21-042

### TO OWNER:

(Name and address):

BEECHWOOD INDEPENDENT SCHOOLS BOARD OF  
EDUCATION  
50 BEECHWOOD ROAD  
FORT MITCHELL, KY 41017

CONTRACT FOR: 000204

CONTRACT DATE: 05/17/2022

TO CONTRACTOR:

(Name and address):

AVENUE FABRICATING, INC.  
1281 CLOUGH PIKE  
BATAVIA, OH 45103

DATE OF ISSUANCE: May 19, 2025

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as MAY 12, 2025, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

### Warranty

#### Date of Commencement

A list of items to be PROVIDED TO CONTRACTOR via email if applicable. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

CONSTRUCTION MANAGER  
CORDELL CONSTRUCTION COMPANY

BY

DATE

ARCHITECT  
ROBERT DUMBLE HAYES &  
ASSOCIATES

BY

DATE

The Contractor will complete or correct the Work on the list of items attached hereto within 30 days from the above date of Substantial Completion.

CONTRACTOR  
AVENUE FABRICATING, INC.

BY

DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at (time) on (date).

OWNER

BY

DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows: (Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage)





# AIA<sup>®</sup> Document G706<sup>™</sup> – 1994

## Contractor's Affidavit of Payment of Debts and Claims

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
SURETY	<input checked="" type="checkbox"/>
OTHER	<input type="checkbox"/>

**PROJECT:** *(Name and address)*

BEECHWOOD INDEPENDENT SCHOOLS PHASE 6B:  
ADDITIONS & RENOVATIONS  
54 BEECHWOOD ROAD  
FORT MITCHELL, KY 41017

**ARCHITECT'S PROJECT NUMBER:**

**BID PACKAGE:** 000204

**CONTRACT FOR:** BP 204 STRUCTURAL STEEL

**CONTRACT DATED:** 05/17/2022

**TO OWNER:** *(Name and address)*

BEECHWOOD INDEPENDENT SCHOOLS BOARD OF EDUCATION  
50 BEECHWOOD ROAD  
FORT MITCHELL, KY 41017

**STATE OF:**

**COUNTY OF:**

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor and the Owner for damages arising in any manner in connection with the performance of the Contract referenced.

**EXCEPTIONS:**

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☐ No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

**CONTRACTOR:** *(Name and address)*

AVENUE FABRICATING, INC.  
1281 CLOUGH PIKE  
BATAVIA, OH 45103

**BY:**

*(Signature of authorized representative)*

Adrian Nichols, V.P.  
*(Printed name and title)*

Subscribed and sworn to before me on this date:

Notary Public:

*(Signature of Notary Public)*  
GINA NOEL MALDONADO  
Notary Public  
State of Ohio  
My Comm. Expires  
December 7, 2025

My Commission Expires:

12-7-25

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User Notes:  
(436928874)



# AIA Document G706A™ – 1994

## Contractor's Affidavit of Release of Liens

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
SURETY	<input checked="" type="checkbox"/>
OTHER	<input type="checkbox"/>

**PROJECT:** *(Name and address)*  
BEECHWOOD INDEPENDENT SCHOOLS PHASE 6B:  
ADDITIONS & RENOVATIONS  
54 BEECHWOOD ROAD  
FORT MITCHELL, KY 41017

**ARCHITECT'S PROJECT NUMBER:**  
**CONTRACT FOR:** 000204  
**CONTRACT DATED:** 05/17/2022

**TO OWNER:** *(Name and address)*  
BEECHWOOD INDEPENDENT SCHOOLS BOARD OF  
EDUCATION  
50 BEECHWOOD ROAD  
FORT MITCHELL, KY 41017

**STATE OF:**  
**COUNTY OF:**

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.


**EXCEPTIONS:**

**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

**CONTRACTOR:** *(Name and address)*  
AVENUE FABRICATING, INC.  
1281 CLOUGH PIKE  
BATAVIA, OH 45103

**BY:**

  
*(Signature of authorized representative)*

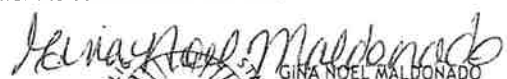
Adrain Nichols, V.P.  
*(Printed name and title)*

Subscribed and sworn to before me on this date:

Notary Public:  
My Commission Expires:

12-7-25



  
GINA NOEL MALDONADO  
Notary Public  
State of Ohio  
My Comm. Expires  
December 7, 2025



**Mechanic's Lien and Tax Release**  
**Certification of Payment of Debts and Claims**

State of Ohio

County of Clermont

**WHEREAS, BEECHWOOD INDEPENDENT SCHOOLS BOARD OF EDUCATION** as Owner, did enter into an agreement on **MAY 17, 2022** with **AVENUE FABRICATING, INC.** as Contractor, for Construction of the **BEECHWOOD INDEPENDENT SCHOOLS PHASE 6B: ADDITIONS & RENOVATIONS.**

**Bid Package # 000204**

**AND WHEREAS,** Contractor has completed all work required by the above-referenced agreement: Now this statement under oath is given in compliance with the provisions of any applicable Mechanic's Lien Law and to enable said Contractor to receive his final payment from the Owner. The Contractor further says that all lienors contracting directly with, or directly employed by him, on or in connection with the agreement have been paid in full. The Contractor also certifies that any and all liens, assessments, charges and taxes with respect to the above-described agreement, including, but not limited to, sales or use taxes, and penalties and interest with respect thereto, have been paid.

We further certify that we have complied with the provisions and requirements of all federal and state labor laws and wage requirements as set forth in the agreement and that all bills, wages, rentals, taxes and accounts of every nature relating to said project have been paid in full.

Furthermore, Contractor does Hereby Indemnify and Hold Harmless **BEECHWOOD INDEPENDENT SCHOOLS BOARD OF EDUCATION** from any and all claims, actions, or demands which may exist or arise by any reason whatsoever from the nonpayment or incomplete payment, whether or not intentional or with knowledge by Contractor or lienors described above or any of the above-stated taxes.

AVENUE FABRICATING, INC.

Contractor

By: *Adm. Smith*

July 20 25 SWORN TO AND SUBSCRIBED BEFORE ME, this day 10<sup>th</sup> of

*Gina Noel Maldonado*  
Notary ID# (if applicable) N/A

Notary Public Clermont County Ohio State



GINA NOEL MALDONADO  
Notary Public  
State of Ohio  
My Comm. Expires  
December 7, 2025



# **AIA Document G707™ – 1994**

## **Consent Of Surety to Final Payment**

Bond #NKY 1501

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input checked="" type="checkbox"/>
CONTRACTOR	<input checked="" type="checkbox"/>
SURETY	<input checked="" type="checkbox"/>
OTHER	<input type="checkbox"/>

**PROJECT:** *(Name and address)*

BEECHWOOD INDEPENDENT SCHOOLS PHASE 6B:  
ADDITIONS & RENOVATIONS  
54 BEECHWOOD ROAD  
FORT MITCHELL, KY 41017

**ARCHITECT'S PROJECT NUMBER:**

**CONTRACT FOR:** 000204

**CONTRACT DATED:** 05/17/2022

**TO OWNER:** *(Name and address)*

BEECHWOOD INDEPENDENT SCHOOLS BOARD OF  
EDUCATION  
50 BEECHWOOD ROAD  
FORT MITCHELL, KY 41017

In accordance with the provisions of the contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

Merchants National Bonding, Inc.  
P.O. Box 14498  
Des Moines, IA 50306

**, SURETY,**

on bond of  
*(Insert name and address of Contractor)*  
AVENUE FABRICATING, INC.  
1281 CLOUGH PIKE  
BATAVIA, OH 45103

**, CONTRACTOR,**

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of  
any of its obligations to

*(Insert name and address of Owner)*  
BEECHWOOD INDEPENDENT SCHOOLS BOARD OF EDUCATION  
50 BEECHWOOD ROAD  
FORT MITCHELL, KY 41017

**, OWNER,**

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand in this date: July 10, 2025  
*(Insert in writing the month followed by the numeric date and year.)*

Merchants National Bonding, Inc.

*(Surety)*

*(Signature of authorized representative)*

Todd A. Stein Attorney-in-fact

*(Printed name and title)*

Attest:  
(Seal):

*Mary Brexend Keller*



# MERCHANTS BONDING COMPANY<sup>TM</sup>

## POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, and MERCHANTS NATIONAL INDEMNITY COMPANY, an assumed name of Merchants National Bonding, Inc., (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Christen J Graf; Grace DelGiudice; Jeff McQuate; Kelley J Wisor; Mark G Levinson; Mary E Brenner Miller; Michelle Hirsch; Ruth M Pell; Shawn Weppelman; Teresa Bennett; Todd A Stein

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the By-Laws adopted by the Board of Directors of the Companies.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship or obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 27th day of June, 2025



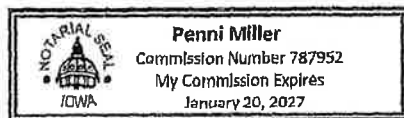
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.  
MERCHANTS NATIONAL INDEMNITY COMPANY

By

*Larry Taylor*

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 27th day of June, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission  
does not invalidate this instrument)

*Penni Miller*

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL), MERCHANTS NATIONAL BONDING, INC., and MERCHANTS NATIONAL INDEMNITY COMPANY do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10 day of July, 2025



*Elisabeth Sandersfeld*

Secretary





1281 CLOUGH PIKE BATAVIA, OHIO 45103  
(513) 752-1911 FAX (513) 752-0044

Codell Construction Company  
4475 Rockwell Rd  
Winchester, KY 40391

RE: Beechwood

Effective Date: 5-12-2025

We hereby guarantee that the fabricated material we provided and installed for **Beechwood**, is in accordance with the drawings and specifications; and the work as installed will fulfill the requirements included in the specifications per manufacturer's warranty. The paint warranty is the responsibility of the paint manufacturer, not Avenue Fabricating.

The undersigned agrees to repair or replace any or all such work as listed above, which may be displaced in connection with such replacement, that may prove to be defective in workmanship with a period of ONE YEAR from the date of substantial completion by the Owner; except for ordinary wear and tear and unusual abuse or neglect.

In the event of the undersigned's failure to comply with the above mentioned conditions within a reasonable period of time, as determined by the Owner, but not later than 60 days after being notified in writing by the Owner, the undersigned authorizes the Owner to proceed to have said defects repaired and made good at the expense of the undersigned, which will pay the costs and charges, therefore, upon demand.

*Adrian Nichols*

Adrian Nichols,  
Vice President

Representative to be contacted for services:

Adrian Nichols  
1281 Clough Pike  
Batavia, OH 45103  
(513) 752-1911