

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT (this "Agreement") is entered into this 26th day of June, 2025, by and between **KE Gutridge, LLC**, an Ohio limited liability company (the "Contractor"), having its principal place of business at 3637 Lacon Road, Hilliard, OH 43026, and **National TAB Intelligence** (the "Subcontractor"), located at **1329 East Kemper Road Suite 4210, Cincinnati, OH 45246** in connection with the Project described on Schedule 1, attached hereto and incorporated herein by reference.

ARTICLE 1

THE WORK/CONTRACT SUM/CONTRACT DOCUMENTS

1.1 Scope of Work. The term "Work" means the construction and services required by the Contract Documents (defined below), whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Subcontractor to fulfill the Subcontractor's obligations under the Contract Documents.

1.2 Contract Sum. The Contractor shall pay the Subcontractor for the Subcontractor's complete performance of the Work the fixed, lump sum amount set forth in **Schedule 1** (the "Contract Sum"). All payments previously made pursuant to any letter agreement between the Contractor and the Subcontractor relating to the Work shall be credited against the Contract Sum. The Contract Sum is the total amount payable for the Work to the Subcontractor. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Contractor to the Subcontractor when the Work has been completed and the Contract fully performed. The Contract Sum and Substantial Completion date shall be changed only by written Change Order.

1.3 The Contract Documents. The Contract Documents shall mean this Agreement, plus any plans, specifications, directives, and other documents, in whatever medium, relating to the Project and the Subcontractor's Work, and other documents referenced and listed in **Schedule 1**, attached hereto and made a part hereof.

1.4 Review of the Contract Documents/Examination of Site. The Subcontractor has examined the Contract Documents and represents to the Contractor that the Contract Documents are complete and sufficient and include all items necessary for the proper execution and completion of the Work by the Subcontractor. The Subcontractor further represents that the Subcontractor has visited the Project site and is familiar with the apparent or reasonably discoverable condition of the building systems, access requirements and other known or reasonably anticipated conditions under which the Work is to be performed and has received all clarifications needed by the Subcontractor to assure itself that the Work can be performed for the Contract Sum.

1.5 Commencement/Substantial Completion. The Subcontractor shall immediately commence the Work and shall achieve Substantial Completion of the Work on the date set forth in **Schedule 1**. Final completion of the Work shall occur on or before the date set forth in **Schedule 1**. "Substantial Completion" shall mean that the Work has been completed, including minor punch list items identified by Contractor, and that Subcontractor has obtained all necessary permits from the applicable governmental authorities accepting or approving the Work, such that Contractor can utilize the Work for its intended use. Time limits stated in the Contract Documents are material terms of this Agreement.

1.6 Interpretation of Plans and Specifications. The Subcontractor agrees that the Architect is the interpreter of the requirements of the Contract Documents unless noted otherwise in the Contract Documents. The decisions of the Architect as to such interpretations shall be final.

ARTICLE 2
PROGRESS PAYMENTS

2.1 Progress Payments/Retainage. Based upon Applications for Payment submitted to Contractor by the Subcontractor, upon approval, the Contractor shall make progress payments in accordance with the payment terms set forth on **Schedule 1**. Contractor shall have the right to retain up to ten percent (**10%**) of the amount of each Application of Payment until Subcontractor's Work is 100 percent (**100%**) complete and thereafter, no retainage will be withheld.

2.2 Schedule of Values. Each Application for Payment shall be based upon the most recent Schedule of Values submitted by the Subcontractor ("Schedule of Values"). The Schedule of Values shall be prepared in such form and supported by such data to substantiate its accuracy. The Schedule of Values shall allocate the Contract Sum among the various phases of the Work and shall be used as a basis for reviewing the Subcontractor's Applications for Payment. Each Application for Payment must be submitted in an SOV by the (15th) of the month (or the date established by the Project Manager prior to the first billing). Otherwise, the Application will not be considered until the following billing cycle.

ARTICLE 3
SUBCONTRACTOR

3.1 Execution of this Agreement by Subcontractor is a representation that the Subcontractor has visited the site, become familiar with location conditions under which the Work will be performed and correlated personal observations with the requirements of the Contract Documents. The Subcontractor shall supervise and direct the Work, using the Subcontractor's best skill and attention. The Subcontractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

3.2 Subcontractor shall carefully study and compare the Contract Documents with each other and with information furnished by Contractor. Before commencing activities, Subcontractor shall (1) take field measurements and verify field conditions, (2) carefully compare this and other information known to Subcontractor with the Contract Documents and (3) promptly report errors, consistencies or omissions discovered to the Contractor or architect.

3.3 The Contractor may, in its sole discretion, require that the Subcontractor perform background checks on all of Subcontractor's employees and/or sub-Subcontractors working on the Project.

3.4 Subcontractor shall, promptly after being awarded the Work, prepare and submit to Contractor the construction schedule for the Work, as further described in **Schedule 1** attached hereto and incorporated herein by reference.

3.5 Unless otherwise provided in the Contract Documents, the Subcontractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. If the Subcontractor needs to provide architectural or engineering services in order to carry out the Work or obtain necessary permits, such services shall be performed by a properly licensed professional whose signature and seal shall appear on all drawings, calculations, specifications, certifications, shop drawings or other submittals prepared by such professional.

3.6 Warranty of Subcontractor. The Subcontractor warrants to the Contractor that Subcontractor's Work will be of first quality, and that all of the materials and equipment furnished under this Agreement will be of good quality, free from defects not inherent in the quality required, and new unless otherwise required or permitted by the Contract Documents, and that the Work will conform with the requirements of the Contract Documents. The Subcontractor guarantees that its Work shall be and will remain free from all defects of materials and/or workmanship as called for in the Contract Documents, and that the Subcontractor's Work

will conform to the requirements of the Contract Documents, or if no guarantee is called for, then for a period of one year from the date of substantial completion or beneficial use of the Subcontractor's Work.

a report thereof, and other pertinent information which may include a copy of any accident report delivered to its insurance carrier.

If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Subcontractor or anyone directly or indirectly employed by it, the Subcontractor shall, prior to harmful exposure of any employees on the site to such substance, give written notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with such laws by the Contractor, other Subcontractors and other employers on the site.

If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor shall, upon recognizing the condition, immediately stop work in the affected area and report the condition to the Contractor in writing.

To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Contractor and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Subcontractor's Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described herein and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work or Subcontractor's Work itself) including loss of use resulting therefrom and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

3.7 Safety Audit. The Contractor retains the right to have an independent consultant ("Consultant") inspect the work site on a periodic basis. During such inspections, the Consultant will document and report violations of the Subcontractor of any safety requirements under this Agreement including, without limitation, the OSHA regulations. The Consultant has the authority to instruct the Subcontractor to immediately abate any such safety hazards or violations. Subcontractor will be provided a copy of any written safety violation noted by the Consultant. If Subcontractor fails to remedy any hazards or violations, as instructed or noted by the Consultant, within 24 hours, Subcontractor will be deemed to be in Default of this Agreement. If the job site is inspected by OSHA, the Subcontractor must notify the Job Superintendent or the Prime Contractor's main office of the inspection. Subcontractor shall be cordial, courteous and polite. Subcontractor may be asked to participate in the inspection of the job as it relates to its work area and the investigation. If the Contractor is issued a fine by OSHA due to non-compliance by Subcontractor or any of its vendors or lower tier subcontractors, all costs, both direct and indirect, will be charged to the responsible party. Such inspections by the Contractor or its consultant shall not relieve the Subcontractor of its' primary responsibility for safety and for full compliance with all applicable safety laws, regulations and rules.

3.8 OSHA Citation. In the event the Contractor is issued a citation by OSHA that is issued because of or relating to any violation of this Subcontract Agreement by the Subcontractor or any safety violation by the Subcontractor, then the Subcontractor shall indemnify the Contractor for all fines, costs, including reasonable attorneys' fees, incurred by Contractor as a result of such citation.

3.9 Payment of Wages. The Subcontractor agrees to pay the wages to conduct its Work in the amount and at the times and in the manner provided for in and by all laws, ordinances, rules, regulations and orders governing or affecting the same. All terms, conditions, duties, liabilities, restrictions or obligations, created, imposed, incumbent or existing upon the Subcontractor by any law, ruling, regulation, code or proclamation of any and all commission, board, office, person or authority, Federal, State, County, Municipal or Local, now or hereafter affecting the subject matter of this Agreement in any way, shall likewise apply to and fully govern and control the Subcontractor herein, and such Subcontractor hereby explicitly assumes and agrees to all such duties, liabilities and obligations and to the prompt and full performance of each of the same.

3.10 Payment of Taxes. It is mutually It is hereby mutually agreed by and between the parties hereto, that in consideration for the letting of this Agreement, Subcontractor agrees to and does hereby assume exclusive liability: (i) for the payment of any and all unemployment compensation and all other taxes or insurance required by any applicable Federal or State law with respect to employees of Subcontractor; (ii) to make and keep such records and reports as shall be required under any such Federal or State laws and regulations thereto; and (iii) that if this Contract or any part thereof is sublet, Subcontractor agrees to and does assume responsibility for such sub-subcontractor and its employees complying with all such laws and regulations, and should said sub-subcontractor not comply, Subcontractor assumes all liability from such noncompliance, the same as if such sub-subcontractor and its employees were the employees of Subcontractor. If Contractor or anyone under it is called upon to pay any taxes, charges or penalties under said laws or regulations, then Subcontractor shall immediately reimburse Contractor for any amounts so paid, and Contractor is authorized to withhold all or any part of the Contract Sum to indemnify it from any such liability.

Subcontractor shall furnish Contractor satisfactory evidence that Subcontractor and its sub-subcontractors have complied fully with all of the requirements of the laws relating to the payment of taxes and shall save harmless Contractor, the Owner and the Project from and against any and all actions, claims, damages and costs resulting from their failure to fully comply with all such laws.

3.11 Overtime. Contractor may, if it deems necessary, direct Subcontractor to work overtime and if so instructed, Subcontractor will work overtime. Contractor shall pay Subcontractor, provided that the Subcontractor is not in default under any of the terms or provisions of this Agreement, or of any other Contract Documents, for the actual additional premium wages paid, plus taxes imposed by law on such additional wages. Premium time required so to complete Subcontractor's Work shall not be charged to Contractor unless authorized in writing by Contractor. No payment will be made for public liability insurance, overhead, supervisory services, profit or other charges. Invoices for premium time must show a breakdown of contributions, taxes and premiums paid under Federal, State and Local Laws by percentage; and if a percentage for Workmen's Compensation Insurance premiums as applied, evidence that such premiums are applicable must be submitted.

3.12 Cutting and Patching. The Subcontractor agrees, unless specifically noted otherwise, to perform any necessary or required cutting, fitting, or patching required to complete Subcontractor's Work or to make its several parts fit together properly. This includes re-installation, with new materials if necessary, if Subcontractor's Work is performed out-of-sequence.

3.13 Protection of Work. The Subcontractor agrees to be responsible for the protection of Subcontractor's Work until acceptance and shall take reasonable precautions to protect other Work.

3.14 Freight Charges. The Subcontractor in making or ordering shipments shall not consign or have consigned materials, equipment or any other items in the name of the Contractor. The Contractor is under no obligation to make payment for charges on shipments made by or to the Subcontractor but may, at its option, pay such charges, in which case the Subcontractor shall reimburse the Contractor for the amount of such payments plus a service charge of twenty-five (25%) of the amount so paid.

3.15 Indemnification. To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Contractor, the owner of the Project, and their respective representatives, consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Subcontractor, a sub-subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Paragraph. The Subcontractor shall further indemnify and hold harmless the Contractor and the owner of the Project from and against any and all costs, loss and expense, liability, damages, settlements, or claims for damages (including attorneys' fees and costs for defending

any action) suffered, incurred or arising from mechanics' liens by sub-subcontractors, material suppliers and security interests by suppliers of goods and materials. In the event that a Subcontractor's sub-subcontractor or material supplier files a mechanics' lien against any portion of the Project, the Subcontractor shall promptly cause such lien to be formally released, bonded against or satisfied.

ARTICLE 4 **ASSIGNMENT AND SUBCONTRACTING**

Subcontractor shall submit a complete list of material suppliers and sub-subcontractors who are to perform any portion of Subcontractor's Work covered by this Agreement within seven (7) days of the date of this Agreement. The Subcontractor shall not assign this Agreement or any amounts due or to become due hereunder without the written consent of the Contractor, nor subcontract this Agreement, in whole or in part, without the written consent of the Contractor, which may be withheld by the Contractor in its sole discretion.

If the Subcontractor is providing design services as a part of this Agreement, the Subcontractor shall be responsible for the design even though it has obtained outside consultants. Approval of the Subcontractor shop drawings does not constitute a waiver of this requirement.

ARTICLE 5 **PAYMENTS AND COMPLETION**

5.1 Contractor's payments to Subcontractor will be made when Contractor has received payment from Owner for the Application for Payment submitted by Subcontractor, and subject to the other provisions set forth herein.

5.2 Subject to section 5.1 above, Contractor shall make payments to Subcontractor within a reasonable period of time following Contractor's receipt of a complete Application for Payment, upon approval from any and all applicable governmental agencies or inspection services/bureaus, approval of Contractor's lender to release funds, and satisfaction of all other terms and conditions of this Agreement. Each Application for Payment shall describe the Work for which payment is sought and shall show the percentage of completion of each portion of the Work actually completed as of the end of the period covered by the Application for Payment, and the payment shall be based thereon and on the Schedule of Values. Contractor shall not disburse funds for materials and equipment located on or offsite, but only for Work actually in place. Each Application for Payment shall constitute a representation by Subcontractor to Contractor that the Work has progressed to the point indicated and that Subcontractor is entitled to payment in the amount requested.

5.3 Concurrent with the submittal of each Application for Payment, the Subcontractor shall furnish Affidavits and Waivers of Lien by the Subcontractor and all of the Subcontractor's sub-subcontractors (at any tier), materialmen and suppliers evidencing that all wages for labor and all invoices for material or services that were included in the previous Application for Payment for which payment was made, have been paid in full. Furnishing of such Affidavits and Waivers of Lien, in the form approved by the Contractor, shall be a condition to payment.

5.4 Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed by third parties, (3) failure of Subcontractor to make payments properly to sub-subcontractors or for labor, materials or equipment, (4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum, (5) damage to the Project, the Contractor or another Subcontractor, (6) reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay, or (7) failure to carry out the Work in accordance with the Contract Documents.

5.5 Final payment, including retainage, shall not become due until the Subcontractor has delivered to the Contractor a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Contractor to indemnify the Contractor against such lien. If a lien is filed by a party relating to the Subcontractor's Work, and such lien remains unsatisfied after payments are made, the Subcontractor shall deliver and refund to the

Contractor all money that the Contractor may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

5.6 Acceptance of final payment by the Subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

5.7 Subcontractor shall cooperate in the preparation of an Operation and Maintenance Schedule Manual that shall include, without limitation, the following: (a) all operation and maintenance manuals provided by the Subcontractors; (b) a complete listing of all vendors and material suppliers that shall include the firm name, address, telephone number and contact person for each such vendor and material supplier and that shall be cross-referenced to the Subcontractor responsible for procurement of the particular item purchased from each such vendor and material supplier; and (c) a complete description of all safety precautions to be observed during routine or emergency maintenance.

5.8 No payment under this Agreement shall be conclusive of the performance by Subcontractor, either wholly or in part; and no payment, including final payment, shall be construed to be acceptance of Subcontractor's defective Work, nor shall entrance and use of the Project constitute acceptance for Subcontractor's Work hereunder or any part thereof.

5.9 In addition to other remedies, Contractor may make checks jointly or co-payable to Subcontractor and any one or more of its materialmen, suppliers, laborers, or any other party that has, or claims to have, a right to payment on account of Subcontractor's performance of its Work, and Contractor may, from time to time, withhold and retain out of monies due Subcontractor hereunder those amounts sufficient, as determined by Contractor in its sole discretion, to fully reimburse and compensate itself for any loss or damage that it sustains, or may sustain, as a result of any lien, default, or breach of any provisions of this Agreement by Subcontractor.

ARTICLE 6 INSURANCE/BONDS

6.1 The Subcontractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located insurance for protection from claims under workers' or workmen's compensation acts and other employee benefit acts that are applicable, claims for damages because of bodily injury, including death, and from claims for damages, other than to the Work itself, to property that may arise out of or result from the Work, whether performed by the Subcontractor or by a sub-subcontractor or anyone directly or indirectly employed by any of them. This insurance shall comply with the requirements and minimum limits specified in **Schedule 2** attached hereto and made a part hereof.

6.2 The Contractor, the owner of the Project, or any other affiliated party designated by Contractor, shall be named as an additional insured under the foregoing policies. The insurance coverage required to be maintained by the Subcontractor hereunder shall be kept in full force and effect for not less than three (3) years after the date of final payment.

6.3 Certificates of such insurance shall be filed with the Contractor prior to the commencement of the Work and shall provide that the insurance coverage shall not be canceled, materially changed or allowed to expire without at least thirty (30) days' prior written notice to the Contractor.

6.4 The Contractor and Subcontractor waive all rights against (a) each other and any of their sub-subcontractors, agents and employees, each of the other, and (b) the Owner, the Architect, the Architect's consultants, separate Subcontractors, and any of their sub-subcontractors, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided hereunder, except such rights as they may have to proceeds of such insurance held by the owner of such policy as a fiduciary. The Subcontractor shall require of its sub-subcontractors, agents and employees, by

appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity who/that would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 7 **CORRECTION OF WORK**

The Subcontractor shall promptly correct Work rejected by the Architect, an inspecting agency, or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed, and shall correct any Work found to be not in accordance with the requirements of the Contract Documents within a period of one (1) year from the date of Substantial Completion or by terms of an applicable special warranty required by the Contract Documents. The provisions of this Article 6 apply to Work done by sub-subcontractors as well as to Work done by direct employees of the Subcontractor.

ARTICLE 8 **SUBCONTRACTOR DEFAULT**

8.1 If the Subcontractor defaults or fails or neglects to carry out the Work in accordance with the Contract Documents, repeatedly refuses or fails to supply enough properly skilled workers or proper materials, fails to make payments to sub-subcontractors for materials or labor in accordance with agreements between Subcontractor and the sub-subcontractors or otherwise breaches this Agreement, the Contractor, after seven (7) days' written notice to the Subcontractor and without prejudice to any other remedy the Contractor may have, and provided that Subcontractor has not cured any such defects or defaults, may make good such deficiencies, including, without limitation, by hiring a replacement Subcontractor to correct or complete such Work, and may deduct the cost thereof from the payment then or thereafter due the Subcontractor. Alternatively, at the Contractor's option, the Contractor may terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Subcontractor and may finish the Work by whatever method the Contractor may deem expedient, in the sole discretion of the Contractor. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, such excess shall be paid to the Subcontractor, but if such costs exceed such unpaid balance, the Subcontractor shall pay the difference to the Contractor upon demand therefor.

8.2 This Agreement may be terminated by the Contractor for convenience and without cause upon fourteen (14) days' written notice to the Subcontractor. Upon such termination, the Subcontractor shall be entitled to payment for Work completed but excluding overhead and profit on Work unperformed.

ARTICLE 9 **CLAIMS AND DISPUTES**

9.1 Mediation. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding arbitration. If such matter is related to, or is the subject of, a lien arising out of the Subcontractor's services, the Subcontractor may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding arbitration.

The Contractor and Subcontractor shall endeavor to resolve claims, disputes, and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by a private mediator mutually acceptable to Contractor and Subcontractor. A request for mediation shall be made in writing, delivered to the other party, and shall include a list of 3 potential mediators. The request may be made concurrently with the delivery of a notice to the other party for binding arbitration but, in such event, mediation shall proceed in advance of binding arbitration, which shall be stayed pending mediation

for a period of 60 days from the date of such notice, unless stayed for a longer period by mutual agreement of the parties. If arbitration is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator and agree upon a schedule for later proceedings.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve their dispute through mediation pursuant to this provision, either party may initiate binding arbitration pursuant to Paragraph 9.2 below.

9.2 Binding Arbitration. If the parties do not resolve their claims through mediation, then any claim, dispute or other matter in question arising out of or related to this Agreement shall be resolved through binding arbitration administered by a single private arbitrator mutually agreed upon by the parties. A demand for arbitration shall be made in writing, delivered to the other party and shall list at least 3 potential arbitrators.

A request for arbitration shall be made no earlier than concurrently with a request for mediation, but in no event shall it be made after the date when the institution or legal or equitable proceedings based on the claim, dispute, or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of written demand for arbitration by the other party shall constitute the institution of legal or equitable proceedings based on the claim, dispute, or other matter in question.

The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person duly consented by the parties, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The parties shall share the arbitrator's fee and any filing fees equally. The arbitration shall be held in the place where the Project is located, unless another location is mutually agreed upon. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 10 CHANGES IN WORK

10.1 No terms or conditions, other than those stated herein, and no agreement or understanding in any way modifying the terms and conditions herein stated, shall be binding upon the Contractor unless made in writing and signed by Contractor. Written field orders properly signed by the Contractor are proper authorization to proceed with Work. Verbal orders are not binding on the Contractor. Whenever the Contractor issues a construction change directive due to the absence of total agreement on the terms of a Change Order, the Subcontractor shall proceed with the change subject to the terms and conditions outlined in the contract documents.

10.2 All provisions in this Agreement shall apply to any changes, additions, deviations, omissions, or extra Work in like manner, and to the same extent as to Subcontractor's Work contracted for.

10.3 In the event that the Contractor and Subcontractor cannot agree on the sum for additional Work to be documented by a Change Order, the additional Work authorized by the Contractor shall be charged at cost for material plus 5% for overhead and profit, at cost for labor including fringes, taxes and insurances plus 5% for overhead and profit, and for equipment, including fuel, at the then Associated Equipment Dealers (AED) Green Book Rental Rates utilizing the monthly rates, and includes fuel. The cost of small tools and equipment with a value of under \$1,000 shall be deemed to be included in the 5% surcharge allocated to overhead and profit.

10.4 At all times during performance of this Agreement, the Subcontractor shall continue with its Work as directed, in a diligent manner and without delay, or shall conform to the Contractor's directives, and shall be governed by all applicable provisions of the Contract Documents. Records of the Subcontractor's Work

shall be kept by the Subcontractor in sufficient detail to enable payment to Subcontractor within the applicable provisions of the Contract Documents.

ARTICLE 11 **SCHEDULING OF WORK**

11.1 The parties hereto expressly agree that time is and shall be considered of the essence in the performance of this Agreement by the Subcontractor.

11.2 The Subcontractor shall perform and coordinate its Work according to the Contractor's Construction Schedule, prepared by the Contractor or by the Customer, and agrees to adhere to such Schedule, and shall carry on its Work promptly and efficiently as necessary to avoid causing delay in completion of the Project. If necessary, as determined by the Contractor, certain parts of Subcontractor's Work shall be prosecuted in preference to others.

11.3 The Subcontractor agrees that an earlier start date or later completion date resulting in changes to the progress of the Subcontractor's Work, or that a later completion date attributable to delays and extensions of time resulting from Change Order(s) will not, without the prior written agreement of the Contractor, be reason for additional compensation to the Subcontractor.

11.4 The Subcontractor's date of commencement is the date from which the Agreement time is measured; it shall be the date of this Agreement, as first written above, unless a different date is stated in a notice to proceed issued by the Contractor. Unless the date of commencement is established by a notice to proceed issued by the Subcontractor, or visible Work has commenced at the site under another contract, the Subcontractor shall notify the Contractor in writing not less than five (5) days before commencing the Subcontractor's Work to permit the filing of mortgages, mechanic's liens and other security interests.

ARTICLE 12 **NO DAMAGES FOR DELAY – SUBCONTRACTOR DELAY**

12.1 If the Subcontractor is delayed, obstructed, hindered, or interfered with in the commencement, prosecution or completion of its Work by any cause beyond Subcontractor's reasonable control, including but not limited to any act, omission, negligence or default of the Contractor or anyone employed by the Contractor, or by any other Subcontractors or sub-subcontractors on the Project, or by the Architect, the owner or its contractors, agents or consultants, or by damage caused by fire or other casualty or by the combined action of workers or by governmental directive or order and in no ways chargeable to Subcontractor, or by any extraordinary conditions arising out of war, terrorism, or governmental regulations or by any other cause beyond the reasonable control of and not due to default, neglect, act or omission of Subcontractor, then (1) Subcontractor shall be entitled to an extension of time for a period equivalent to the time lost by reason of any and all of such causes; provided, however, that Subcontractor shall not be entitled to any such extension of time unless (a) Subcontractor gives the Contractor notice in writing of the cause of causes of such delay, obstruction, hindrance or interference within forty-eight (48) hours of the commencement thereof, (b) Subcontractor demonstrates that it could not have anticipated or avoided such delay, obstruction, hindrance or interference and has used all available means to minimize the consequences thereof, and (c) Contractor grants such an extension of time for the performance of Subcontractor's Work pursuant to the requirements of the Contract Documents; and (2) Subcontractor agrees that it shall not be entitled to nor claim any cost reimbursement, compensation or damages due to such delay, obstruction, hindrance or interference to Subcontractor's Work.

12.2 If the Subcontractor is, as determined by the Contractor, in its sole discretion, behind schedule with Subcontractor's Work, Subcontractor shall, at its own expense, authorize such overtime as may be necessary to get back on schedule and to complete Subcontractor's Work within the schedule, all at Subcontractor's cost and expense. Subcontractor shall incur, absorb and suffer all extra costs resulting from its failure to meet the schedule of Subcontractor's Work. In the event Subcontractor is behind with its Work, Contractor may, at its option, withhold payment to the Subcontractor under this Agreement until Subcontractor comes into conformance with the schedule.

ARTICLE 13
TERMINATION

13.1 Termination for Cause. Should Subcontractor at any time refuse or neglect to supply a sufficient amount of skilled workmen or materials of the proper quality or quantity, or fail in any respect to perform Subcontractor's Work with promptness and diligence, or cause by any action or omission the stoppage or delay of or interference with the Work of Subcontractor or of any other Subcontractors on the Project, or fail in the performance of any of the agreements on its part contained herein or become bankrupt or insolvent or go into liquidation either voluntary or pursuant to an order of a court of competent jurisdiction or make a general assignment for the benefit of creditors or otherwise stop Subcontractor's Work or evidence financial incompetence (all as determined by the Contractor in its sole discretion), if said default is not cured to the satisfaction of the Manager, in its sole discretion, after seventy-two (72) hours written notice to Subcontractor, mailed, emailed, or delivered to the last known address of the latter, Contractor may, in addition to such other remedies as it may be entitled to at law, in equity, or under this Agreement: (a) provide through itself or through others, any such labor or materials necessary to perform Subcontractor's Work until, in the sole judgment of the Contractor, the deficiencies of the Subcontractor's Work have been corrected; or (b) terminate this Agreement, in which event, Contractor shall be at liberty to enter the Project and take possession for the purpose of completing Subcontractor's Work included in this Agreement, of the materials, tools, and appliances of the Subcontractor thereon, and to employ any other person or persons to finish Subcontractor's Work, and to provide materials therefore. In either event, Subcontractor shall not be entitled to receive any further payment under this Agreement until its Work shall be wholly finished, at which time, if the unpaid balance of the Contract Sum shall exceed the expense incurred by Contractor, including an overhead fee equal to 15% of Contractor's costs in finishing Subcontractor's Work, such excess shall be paid by Contractor to Subcontractor; but if such expense shall exceed such unpaid balance the Subcontractor shall pay the difference to Contractor.

13.2 The expense incurred by Contractor may include, at its option and in addition to the items specified above, any damage, excess costs to other Subcontractors, legal fees or court costs incurred through the default of Subcontractor. If any material herein called for be not delivered promptly, thereby causing or threatening to cause delay in the general progress of the Project, the Contractor shall have the right to investigate the cause of said delay and expedite deliveries, and all expense thus incurred by Contractor shall be charged to the Subcontractor.

13.3 Termination for Convenience. This Agreement may be terminated by the Contractor upon not less than three (3) days written notice to the Subcontractor for the Contractor's convenience and without cause. In such event, and provided the Subcontractor is not in default hereunder, the Subcontractor shall receive as its sole and exclusive compensation under this Agreement, a pro-rata portion of the Contract Sum for Work actually performed by the Subcontractor prior to such termination, including profit and overhead.

ARTICLE 14
GENERAL PROVISIONS

14.1 Inspection of Premises. It is understood and agreed by and between the parties hereto that all of the Subcontractor's manufacturing facilities, plants and production areas, and all areas of the Project occupied by the Subcontractor will be accessible to the Contractor, the Architect and the Owner for inspection of any material to be incorporated into said Project.

14.2 Affirmative Action. The Subcontractor will not discriminate against any employee or applicant because of race, color, religion, sex or national origin. The Subcontractor will take affirmative action to insure that employees are 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 or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

14.3 Attorneys Fees to the Prevailing Party. In the event that there is a breach of this Agreement that results in the enforcement of this Agreement by either party in litigation or arbitration, upon the issuance of

an award and/or judgment the party prevailing in such proceeding shall be entitled to reimbursement from the other party of the costs and expenses of such proceeding, including reasonable attorneys' fees, in addition to any other remedy to which that party is entitled. In the event that the prevailing party prevails in part, then the court or arbitrator shall award to the prevailing party an equitable portion of such costs, expenses and attorneys' fees.

ARTICLE 15 **MISCELLANEOUS PROVISIONS**

15.1 This Agreement constitutes the entire agreement between the parties hereto. No oral representations or other agreements have been made by Contractor except as stated herein. This Agreement may not be changed in any way except as herein provided, and no term or provision hereof may be waived by Contractor except in writing signed by its duly authorized officer or agent. The invalidity or unenforceability of any provision of this Agreement shall not affect any other provision hereof, and this Agreement shall be construed in all respects as if such invalid provision or unenforceable provision was omitted. The parties, for themselves, their heirs, executors, successors, and assigns do hereby agree to the full performance of all the terms and provisions herein contained.

15.2 This Agreement shall be governed by the laws of the State of Ohio.

15.3 The Subcontractor agrees to pay all costs and expenses incurred by the Contractor for the enforcement of the Subcontractor's performance of the terms and provisions of this Agreement, including, without limitation, attorneys' fees.

15.4 Any failure by Contractor at any time, or from time to time, to enforce or require strict keeping and performance by Subcontractor of any of the terms or conditions of this Agreement, shall not constitute a waiver by Contractor of a breach of any such terms or conditions, and shall not affect or impair such terms or conditions in any way, or the right of Contractor at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions. The rights and remedies of the Contractor under this Agreement are cumulative, and no exercise or enforcement by Contractor of any right or remedy hereunder shall preclude the exercise or enforcement of by Contractor of any other right or remedy hereunder, or to which Contractor may be entitled at law, or in equity, or otherwise.

15.5 Any notice, demand, offer, or other written instrument required or permitted to be given pursuant to this Agreement shall be in writing signed by the party giving such notice and shall be emailed, hand delivered or sent by overnight courier, messenger or registered letter or fax, to the other party at the address set forth in the preamble of this Agreement. Each party shall have the right to change the place to which notice shall be sent or delivered by sending a similar notice to the others in like manner. The effective date of any notice issued pursuant to this Agreement shall be as of the addressee's receipt of such notice.

15.6 All exhibits, schedules or other attachments referenced in this Agreement are hereby incorporated into this Agreement by such reference and are deemed to be an integral part of this Agreement.

15.7 This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. The use of documents in .pdf format shall be deemed the same as an original, including for signatures.

15.8 Except as otherwise expressly provided herein, all rights and remedies provided in this Agreement are in addition to all other rights and remedies available at law or in equity.

15.9 The Subcontractor and the Contractor each have full power and authority to enter into this Agreement and the persons signing on behalf of the respective parties hereto are authorized to do so.

Project Name: CCAD – Center for Creative Collaboration

This Agreement is entered into as of the day and year first written above.

CONTRACTOR:

KE GUTRIDGE, LLC

By: 

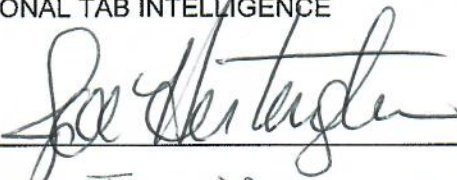
Print Name: Ethan VanDyke

Title: Pre-Construction Manager

Date: 6/26/2025

SUBCONTRACTOR:

NATIONAL TAB INTELLIGENCE

By: 

Print Name: Joe Hexterstein

Title: Resident

Date: 6-27-25

SCHEDULE 1

List of Contract Documents/Milestone Dates/Contract Sum

A. **Project Description:** [CCAD – Center for Creative Collaboration] ("Project") per attached scope of work.

B. **List of Contract Documents:**

1. This Agreement.
2. The Proposal dated 6/17/2025.
3. The Scope of Work dated 6/17/2025.

C. **Date of Substantial Completion and Final Completion:** Per schedule agreed upon and signed by Contractor and Subcontractor by date of commencement of work.

D. **Contract Sum:**

The Contract Sum is a fixed lump sum amount of **\$12,313.00**, including any applicable sales tax.

E. **Payment Applications:**

1. Pencil Copy applications for payment are due by the **(15)th of each month** (or the date established by the Project Manager prior to the first billing).
 - a. **** Billing received after this date can be rejected for re-submission in the following month.**
2. Work is to be projected through the **end of each month**.

F. **Retainage:**

1. Retainage will be held from invoices per contract documents.
 - a. Material, Labor, and Change orders: 10% through entire job
2. Lien Waivers will be required with each pay application only **IF REQUIRED BY OUR CONTRACT TO OUR CUSTOMER.**

SCHEDULE 2

Insurance Requirements

A. Limits

1. **Commercial General Liability**
\$1,000,000.00 Each Occurrence
\$1,000,000.00 General Aggregate – Per Project Aggregate
\$1,000,000.00 Products/Completed Operations Aggregate – Per Project Aggregate
\$1,000,000.00 Personal Injury
2. **Business Automobile**
\$1,000,000.00 Combined Single Limit
3. **Workers' Compensation/Employers' Liability (Stop Gap)**
Statutory Workers' Compensation – Coverage A
\$1,000,000.00 Each Accident
\$1,000,000.00 Disease – Policy Limits
\$1,000,000.00 Disease – Each Employee
4. **Excess Umbrella Liability**
\$1,000,000.00 Each Occurrence/Annual General Aggregate

B. Other Requirements

1. **Commercial General and Umbrella Liability Insurance.** The Subcontractor shall maintain Commercial General Liability (CGL), and Commercial Umbrella liability insurance with limits as set forth above. If such CGL contains a general aggregate limit, it shall apply separately to this Project.
 - (a) CGL insurance shall be written on ISO occurrence for CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent Subcontractors, products-completed operations, personal injury and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - (b) The Contractor and the owner of the Project shall be included as additional insureds under the CGL, using ISO additional insured endorsement CG 20 10 10 93 or a substitute providing equivalent coverage, and under the commercial umbrella liability policy, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs carried by the Contractor. If any additional insured has other insurance that is applicable to the loss such other insurance shall be on an excess or contingent basis.
 - (c) There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage or employment-related practices.
 - (d) The Subcontractor is required to maintain Commercial General Liability Insurance naming the Contractor as the Certificate Holder and as additional insured. The insurance carrier may email the Certificate to the Contractor and mail the original to the Contractor's office.

2. **Completed Operations Liability Insurance.** The Subcontractor shall maintain the completed operations coverage for at least three years following final completion of the Subcontractor's Work.
 - (a) Continuing CGL insurance shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall, at minimum, cover liability arising from products-completed operations and liability assumed under an insured contract.
 - (b) Continuing CGL insurance shall have products-completed operations aggregate of at least two times the "each occurrence" limit.
 - (c) Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the completed work equivalent to that provided under ISO form CG 00 01.
3. **Business Auto and Umbrella Liability Insurance.**
 - (a) Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).
 - (b) Business auto coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
4. **Workers' Compensation and Employers' Liability.**
 - (a) The alternate employer endorsement (WC 00 03 01 A) shall be attached showing the Contractor in the schedule as the alternate employer.
5. **General.**
 - (a) All policies shall: (1) be written by insurance companies with a Best's Rating of no less than "A:VII"; and (2) provide that coverage shall not be suspended, voided, canceled, non-renewed, reduced in scope or limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Contractor.