

Yvette Kirkland <yvetterealtor1@gmail.com>

1009 Clearspring

1 message

Amber Novosad-White <amber@ntfrllc.com>

Tue, Oct 15, 2019 at 4:34 PM

To: Yvette Kirkland <yvetterealtor1@gmail.com>, Yvette Kirkland <yvette@coldwellbanker.com> Cc: "lulasoto95@gmail.com" <lulasoto95@gmail.com>

I have attached the paperwork regarding this home.

If a buyer would like a warranty on the new piles the contract attached describes that they can upgrade the "no warranty" to a 5 year, 10 year, or lifetime warranty on the new piles that we installed. All they have to do is contact me via email or mail formerly requesting the upgrade in warranty and which warranty they would like.

Also, with Ms. Soto's permission I can meet or speak with any serious buyer regarding the work we performed, maintenance, paperwork, etc.

The following link can be used. Please give it to anyone who would like to meet with me.

www.calendly.com/amber-ntfr

Sincerely,

Amber Novosad-White

President



Cell: (979) 203-6142

8 attachments

- Preventative Maintenance.pdf
- 20190923drw warranty.pdf 86K
- 20190225war -life.pdf 301K
- 20190823sgn con.pdf 7580K
- 20190823sgn pro.pdf 1656K
- 20190917inv 2019-0509.pdf 246K
- 20190917inv_2019-0510.pdf
- 20191015warxfer- life.pdf 173K



2628 HWY 36 South #304, Brenham, Texas 77833 (979) 203-6142 office@ntfrllc.com

CONTRACT

STATE OF TEXAS

This agreement is made and entered into this <u>25th</u> day of <u>July</u>, <u>2019</u> by and between <u>Mc Le Lourelle</u>.

Owner(s), of <u>Washington</u> County, in the State of Texas and Nova Tech Foundation Repair, LLC (Contractor), known herein as NTFR, of Washington County, in the State of Texas.

Work to be performed at the premises locally known as 1009 Clearspring in the City of Brenham, State of Texas, 77833 (zipcode).

In exchange for the Owner's promises and agreements described below, NTFR agrees to do the following:

Underpin and raise sections of the home as shown in the attached drawing to as near the original grade as practically possible using 5 piles under the foundation of the structure, as shown on the attached drawing and made part of this contract.

In accordance with the Specifications, General Conditions, Special Conditions and Guarantees attached and made part of this agreement.

SPECIFICATIONS

- 1. NTFR will provide all labor, materials, and equipment required to complete work. NTFR will perform the work in a good and workmanlike manner. Owner will supply NTFR with water and electricity. If Owner fails to supply electricity, NTFR will provide a generator at \$100.00 per day.
- 2. The material used in the installation of the precast piling shall be a minimum of 3000 psi at 28-day test concrete.
- 3. Piles will be installed at the location, as per attached drawing, and in the manner specified by NTFR.
- 4. Piles will be driven hydraulically to the depth necessary to develop skin friction sufficient to enable the pile to support the foundation, or until the piles encounter rock or other strata capable of supporting the foundation.
- 5. After the piles have been installed, the jacking or raising will be continued until, in the sole opinion of NTFR, further raising will produce or create damage to the foundation or structure.

GENERAL CONDITIONS

- The work to be performed under this contract is designed to attempt to return the foundation to as near its original horizontal position as possible.
- 2. The stabilization or stopping of foundation settlement can and may reverse the damage already done to the foundation and may cause or create new damage by movement or lack of movement.
- NTFR has no obligation to repair or to replace any damage whether it is exposed, concealed, or buried, to the foundation, structure, floors, plumbing, electrical wiring, furniture, fixtures, furnishings or personal property without regard to when or where said damage occurs.
- 4. When repairing foundations, it is possible that sheetrock, wallpaper, plaster, roofing, piping, wiring, flooring, or other materials may crack, wrinkle, or break. Therefore it is agreed between Owner and NTFR that this contract does not include repairing or replacing any materials or systems not specifically included in this contract. It is also agreed that NTFR shall not be responsible for trees, shrubs, other plants, sprinklers, lighting, or other items that might be damaged when the work is performed. NTFR shall not be responsible for the cost of any such repairs.
- 5. IN FOUNDATION REPAIR, STRUCTURAL CONDITIONS MIGHT APPEAR WHEN WORK IS IN PROCESS THAT WERE NOT VISIBLE WHEN YOUR ESTIMATE WAS PREPARED, SUCH AS INADEQUATE REINFORCING STEEL, SHALLOW GRADE BEAMS, AND/OR OTHER STRUCTURAL DEFICIENCIES. THERE CAN AND MAY BE AN ADJUSTMENT IN THE CONTRACT PRICE.
- 6. If any strata of rock is encountered while digging to install the piles, there will be an additional charge of \$50.00 per hole.
- 7. If grade beams are found to be deeper than thirty-two inches (30") after work has begun, there will be an additional charge of \$25.00 per foot per hole.
- 8. If builders and/or drilled piers are discovered after work has begun and it is necessary to cut them loose from the foundation, an extra fee may be charged. The extra fee will be \$200.00 per pier.
- 9. If any concrete that needs to be broken out for work to be performed is thicker than six inches (6"), there will be an additional charge of \$50.00 for every six inches of concrete per hole.
- 10. Foundation maintenance will continue to be necessary after foundation repair is performed. If maintenance and upkeep is not

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performed by Owner it can affect the performance of the foundation, therefore affecting the performance of repairs and the warranty. 11. În order to be binding on NTFR, this contract must be signed by all Owners, in the spaces provided below, and returned to NTFR within 120 days from September 20, 2018.

SPECIAL CONDITIONS

Work is being performed in contemplation of sale.

Any Piles not installed will be dedcuted from total.

If a substantial void is found, void fill will have to be pumped under the foundation in order to keep the warranty, a separate proposal will be provided.

Adjust any previously installed piles by NTFR, LLC where necessary,

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LIFETIME TRANSFERABLE WARRANTY Payment of Three thousand seven hundred fifty and 00/100	dollars, \$3,750.00
If any adjustments are required during the warranted period of the home due to settlement of mor horizontal feet (30') where previous underpinning was installed, NTFR will re-raise those areas was determined by grade elevations. Access for warranty adjustments and consideration will be performed in NoT covered under any warranty, neither written nor implied. This warranty applies Nova Tech Foundation Repair, LLC (NTFR) under the terms, provisions, and conditions of the satisfactory	without cost to the Owner, as a rmed as per new proposal. SonLY to the piles installed by aid contract. SPECIFICALLY damage, plumbing, (exposed, or where said damage may occur.
TEN YEAR TRANSFERABLE WARRANTY Payment of Two thousand seven hundred fifty and 00/100	dollars, \$2,750.00
If any adjustments are required during the warranted period of the home due to settlement of mor horizontal feet (30') where previous underpinning was installed, NTFR will re-raise those areas to determined by grade elevations. Access for warranty adjustments and consideration will be perfectly.	vithout cost to the Owner, as
Tunneling is NOT covered under any warranty, neither written nor implied. This warranty applie Nova Tech Foundation Repair, LLC (NTFR) under the terms, provisions, and conditions of the SEXCLUDED is repair of consequential damage to the foundation or structure, repair of cosmetic concealed or buried), furniture, fixtures, furnishings, or personal property without regard to when Owner agrees that the warranty certificate along with this contract must be furnished to NTFR fo 1) During the warranted period the Owner may choose to upgrade to the Lifetime Warranty anytifor \$1,000.00 plus or minus the U.S. Consumer Price Index for that year, after NTFR has been home, 2) When the warranty expiration is approaching, Owner agrees to contact NTFR, and can in accordance with the procedures and rates established by NTFR at that time, or 3) Owner may that case, any adjustments necessary to NTFR's piles will be done at a price of \$300.00 per adjuctors and rates are price Index for that year.	s ONLY to the piles installed by aid contract. SPECIFICALLY damage, plumbing, (exposed, or where said damage may occur. r a claim to be processed. Options: me during the ten (10) year period given opportunity to inspect the enter into an extended warranty plachoose to let the warranty run out, in
Tunneling is NOT covered under any warranty, neither written nor implied. This warranty applie Nova Tech Foundation Repair, LLC (NTFR) under the terms, provisions, and conditions of the state EXCLUDED is repair of consequential damage to the foundation or structure, repair of cosmetic concealed or buried), furniture, fixtures, furnishings, or personal property without regard to when Owner agrees that the warranty certificate along with this contract must be furnished to NTFR for 1) During the warranted period the Owner may choose to upgrade to the Lifetime Warranty anytifor \$1.000.00 plus or minus the U.S. Consumer Price Index for that year, after NTFR has been home, 2) When the warranty expiration is approaching, Owner agrees to contact NTFR, and can in accordance with the procedures and rates established by NTFR at that time, or 3) Owner may that case, any adjustments necessary to NTFR's piles will be done at a price of \$300.00 per adjustments necessary.	s ONLY to the piles installed by aid contract. SPECIFICALLY damage, plumbing, (exposed, or where said damage may occur. r a claim to be processed. Options: me during the ten (10) year period given opportunity to inspect the enter into an extended warranty plachoose to let the warranty run out, in

horizontal feet (30') where previous underpinning was installed, NTFR will re-raise those areas without cost to the Owner, as determined by grade elevations. Access for warranty adjustments and consideration will be performed as per new proposal. Tunneling is NOT covered under any warranty, neither written nor implied. This warranty applies ONLY to the piles installed by Nova Tech Foundation Repair, LLC (NTFR) under the terms, provisions, and conditions of the said contract. SPECIFICALLY EXCLUDED is repair of consequential damage to the foundation or structure, repair of cosmetic damage, plumbing, (exposed, concealed or buried), furniture, fixtures, furnishings, or personal property without regard to when or where said damage may occur. Owner agrees that the warranty certificate along with this contract must be furnished to our company for a claim to be processed.

Options: 1) During the warranted period the Owner may choose to upgrade to the Lifetime Warranty anytime during the five (5) year period for \$1,500.00 or to the ten (10) year for \$500.00 plus or minus the U.S. Consumer Price Index for that year, after NTFR has been given opportunity to inspect the home, 2) When the warranty expiration is approaching, Owner agrees to contact NTFR, and can enter into an extended warranty plan in accordance with the procedures and rates established by NTFR at that time, or 3) Owner may choose to let the warranty run out, in that case, any adjustments necessary to NTFR's piles will be done at a price of \$300.00 per adjusted pile plus or minus the U.S. Consumer Price Index for that year.

NO WA	ARRANTY						
	Payment of	Two thousa	nd and 00/10	0		dollars,	\$2,000.00
	MS						

If any adjustments are required within the first six (6) months after work was completed due to settlement of more than one inch (1") in thirty horizontal feet (30') where underpinning was installed, NTFR will re-raise those areas without cost to the Owner, as determined by grade elevations. Access for warranty adjustments and consideration will be performed as per new proposal. Tunneling is NOT covered under any warranty, neither written nor implied. This warranty applies ONLY to the piles or installed by Nova Tech Foundation Repair, LLC (NTFR) under the terms, provisions, and conditions of the said contract. SPECIFICALLY EXCLUDED is repair of consequential damage to the foundation or structure, repair of cosmetic damage, plumbing, (exposed, concealed or buried), furniture, fixtures, furnishings, or personal property without regard to when or where said damage may occur. Owner agrees that the warranty certificate along with this contract must be furnished to NTFR for a claim to be processed. Options:

1) Within the first thirty (30) days, from the date of closing, the Owner may choose to upgrade to the Lifetime Warranty for \$1,750.00, to the Ten (10) Year Warranty for \$750.00 or to the Five (5) Year Warranty for \$250.00 plus or minus the U.S.

Consumer Price Index for that year, after NTFR has been given opportunity to inspect the home, 2) When the warranty expiration is approaching, Owner agrees to contact NTFR, and can enter into an extended warranty plan in accordance with the procedures and rates established by NTFR at that time or 3) Owner may choose not to upgrade, in that case, any adjustments necessary to NTFR's piles will be done at a price of \$300.00 per adjusted pile plus or minus the U.S. Consumer Price Index for that year.

THIS WARRANTY SHALL BE NULL AND VOID IF:

- 1. PAYMENT IN FULL OF CONTRACT IS NOT RECEIVED WITHIN 30 DAYS OF JOB COMPLETION.
- 2. THE STRUCTURE HAS BEEN ALTERED OR MODIFIED, SUCH AS ADDITIONS, WHICH WOULD AFFECT LOADS ON FOUNDATION, WITHOUT THE PROPER WRITTEN APPROVAL OF NTFR.
- 3. THE STRUCTURE IS DAMAGED BY FIRE, FLOOD, OR STORM DAMAGE TO A SUBSTANTIAL DEGREE. FLOOD DAMAGE SHALL INCLUDE, BUT IS NOT LIMITED TO, SIGNIFICANT WATER OR SEWER LEAKS UNDER OR ADJACENT TO THE FOUNDATION.
- 4. THE STRUCTURE IS SITED ON A FAULT.
- 5. UNDERGROUND FACILITIES OR SWIMMING POOLS ARE INSTALLED WITHIN A HORIZONTAL DISTANCE EQUAL TO OR LESS THAN THEIR DEPTH FROM THE FOUNDATION.
- 6. THE FOUNDATION IS UNDERMINED (E.G. SOIL SLUMPING, EROSION, CREEK BEDS, EXCAVATIONS, POOR DRAINAGE, ETC.)
- 7. PROPER MAINTENANCE IS NOT PERFORMED.
- 8. ASSIGNMENT IS NOT PROPERLY MADE WHEN CHANGE OF OWNERSHIP OF THE ABOVE STATED PROPERTY OCCURS IN ACCORDANCE WITH THE PROCEDURES OF TRANSFER.

If the Owner has not received written warranty within 90 days after completion of the repairs, he or she should immediately contact the **NOVA TECH FOUNDATION REPAIR, LLC** office at 2628 HWY 36 S #304, Brenham, Texas 77833 or at (979) 836-2080.

IN THE EVENT THAT NTFR AND THE OWNER CANNOT AGREE THAT THE SETTLEMENT OF THE FOUNDATION HAS BEEN CONTROLLED AND SETTLEMENT IS WITHIN THE TOLERANCES SPECIFIED ABOVE, THE OWNER MAY RETAIN A REGISTERED PROFESSIONAL CIVIL ENGINEER OF TEXAS, ENGAGED SOLELY IN THE PRIVATE PRACTICE OF HIS OR HER PROFESSION AND KNOWLEDGEABLE IN SOILS AND FOUNDATIONS WITHIN THE AREA, AND WHO IS ACCEPTABLE TO NTFR AT THE SOLE EXPENSE OF THE OWNER, TO ACT AS AN ARBITRATOR TO EFFECT A BINDING AGREEMENT BETWEEN THE PARTIES.

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ASSIGNMENT

The warranty is assignable by the Owner of this contract if NTFR is notified within thirty (30) days of closing by the Owner of this contract in accordance with the procedures in affect at the time of transfer and upon receipt of the transfer fee established by NTFR. IF THIS ASSIGNMENT IS NOT PROPERLY AND TIMELY MADE, THE WARRANTY IS VOID.

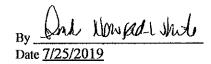
PAYMENT

Payment is required to be paid as follows:

Total amount due at closing,

If payment is not made under the above written conditions, a 1.5% finance charge per 30 days will be incurred on any open balance.

This written contract is the total agreement by and between Owner and Nova Tech Foundation Repair, LLC. If this contract is altered by any person other than an authorized representative of NTFR, this contract shall be considered void.

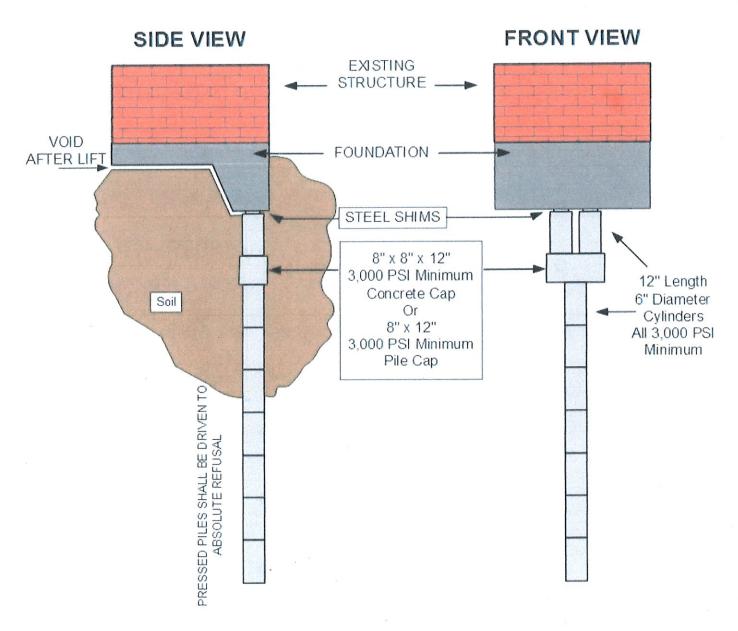


The above prices, specifications and conditions are satisfactory and are hereby accepted. Nova Tech Foundation Repair, LLC is now authorized to perform the work specified. Payment will be as stated above. Work will not be scheduled until receipt of the signed contract.

"This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code."

Owner Signature	8-23-2019 Date
Owner Signature	Date
Owner Signature	Date
Owner Signature	Date
() ace (Initials: M3



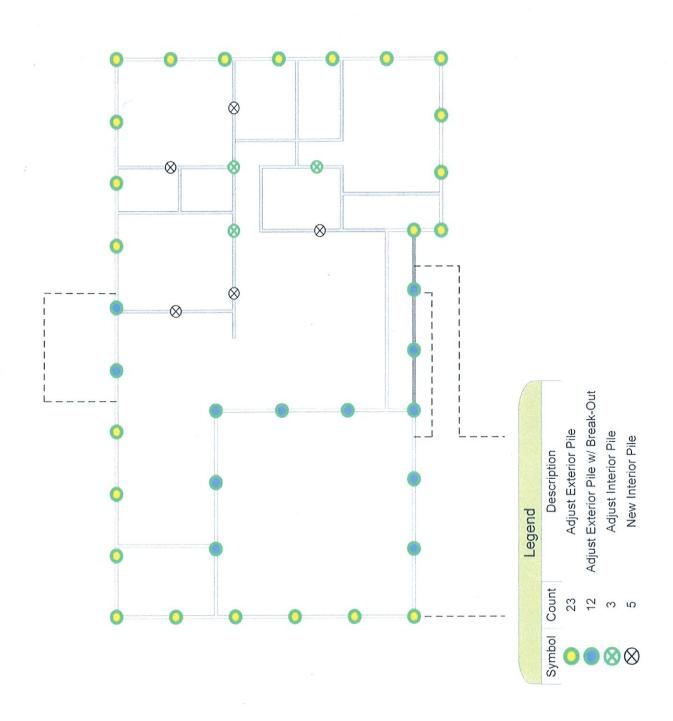


FOR ILLUSTRATION ONLY

Nova Tech Pressed Pile System

Initials: MS _____





Initials: US _____

LIFETIME TRANSFERABLE WARRANTY NOVA TECH FOUNDATION REPAIR, LLC

MADELOURDES SOTO GODINEZ

OWNER

1009 CLEARSPRING, BRENHAM, TX

JOB ADDRESS

If any adjustments are required during the life of the home due to settlement of more than one (1) inch in thirty (30) horizontal feet where previous underpinning under original contract. This warranty applies ONLY to the work performed by Nova Tech Foundation Repair (NTFR) under the terms, provisions, and conditions of the said contract. SPECIFICALLY EXCLUDED is repair of consequential damage to the foundation or structure, repair of cosmetic damage, was installed, our company will re-raise those areas without cost to the owner. Access for warranty adjustments and consideration will be performed as assigned plumbing, (exposed, concealed or buried), furniture, fixtures, furnishings, or personal property without regard to when or where said damage may occur. Owner agrees that this warranty must be furnished to our company for a claim to be processed.

THIS WARRANTY SHALL BE NULL AND VOID IF:

- Payment in full of contract is not received within 30 days of job completion.
- The structure has been altered or modified, such as additions, which would affect loads on foundation, without the proper written approval of NTFR.
- The structure is damaged by fire, flood, or storm damage to a substantial degree or the structure is sited on a fault. Flood damage shall include, but is not limited to, water or sewer leaks under or adjacent to the foundation
- The structure is sited on a fault.
- Underground facilities or swimming pools are installed within a horizontal distance equal to or less than their depth from the foundation.
 - 6. The foundation is undermined (e.g. soil slumping, erosion, creek beds, excavations, poor drainage, etc.)
- Proper maintenance has not been performed
- Assignment is not properly made when change of ownership of the above stated property occurs.

Assignment of this warranty can be made if NTFR is notified within 30 days of closing to transfer the warranty. Proper paper work and fees must be taken care of, otherwise warranty will be null and void.



of Piles: Thirty-eight (38)

Nova Tech Foundation Repair Authorized Signature

112/19



Proposal submitted to:

2628 Hwy 36 S #304 Brenham, Texas 77833

(979) 203-6142 office@ntfrllc.com

www.novatechfoundationrepair.com

Void Fill Proposal

Name: Accorded Society	Phone: (777 - 2	Date: 7/25/2019
Street:	Job Name:	
1009 Clearspring		
City:	Job Street:	
Brenham	1009 Clearsprin	
State Zipcode:	Job City: Brenham	Job State: Texas
Texas 77833 We hereby submit specifications and estimate for:	Drennam	Texas
we hereby submit specifications and estimate for.		
Filling voids under any concrete areas using a slurry or a flow -Areas to be filled, to be determined after underpine -\$1,000.00 for the first 3 yards of void fill -\$300.00 for each additional yard needed -Estimate 15 yards needed -A 2-1/4" hole will be drilled in the concrete, to injecompleted. The plugs will be noticeableA plumbing leak test must be performed prior to verbrainage must be maintained to a minimum standard.	ninng ect the sturry/flowable fill. Tl oid fill. Any leaks in the plun	the holes will be plugged with grout after all injections are about the repaired prior to void fill.
No warranty is given, neither written nor impi *The process can be stressful to the concrete and m	lied, or guarantee that th I create small hairline cra ninimize those damages.	acks in the concrete. Every effort will be made to
We hereby propose to furnish labor and materials for vosix hundred and 00/100 dollars (\$4,600.00) with payme 50% down with balance due upon completion. Any balance not paid within 30 days of job completion we guaranteed as specified. All work to be completed in a deviation from above specifications involving extra costs over and above the estimate. All agreements continge to acceptance within 60 days and is void thereafter at the	ents to be made as follows vill incur a 1.5% late charge "workman-like" manner ac s, will be executed only up nt upon strikes, accident o	s: e per 30 days (18% per annum). All material is ccording to standard practices. Any alteration or on written orders, and will become an extra charge r delays beyond our control. This proposal is subjec
Authorized S	ignature:	inged which;
	Date: 7/25/2019	and the state of t
ACCE	PTANCE OF PROP	<u>OSAL</u>
The above prices, specifications and condition are hereby accepayment will be made as outlined above.	epted. Nova Tech Foundation	Repair, LLC is authorized to perform the work specified.
Acceptance: Signature: 1 200 FC S S S	10	Date: 8-23-2019
Signature:		_ Date:



Nova Tech Foundation Repair, LLC 2628 HWY 36 S #304 Brenham, TX 77833

Invoice

DATE	INVOICE#
9/17/2019	2019-0509

BILLING ADDRESS

Madelourdes Soto Godinez 1009 Clearspring Brenham, TX 77833

JOB ADDRESS

Madelourdes Soto Godinez 1009 Clearspring Brenham, TX 77833

	P.O. NO.	TERMS	DUE	DATE	REP		PROJECT
		Due on receipt	9/17	/2019	ANW	,	
	DESCRIPTION			RATE	QΥ	U/M	AMOUNT
Void Fill, slurry, first 3 yards (mini Void fill, slurry, by the yard	num charge)	er e e		300.00 300.00	1 9	yd	1,000.00 2,700.00
Total of 12 cubic yards was pushed	under the structure.	er er er er er er er er er um	100				
Customer Down Payment as per pro	oposal	w eerste e	-;	2,300.00			-2,300.00
		•					
:							
All work is complete!				Tota	al		\$1,400.00
			Ī	Paymei	nts/Credits		-\$1,400.00
		•		Bala	nce D	ue	\$0.00



Nova Tech Foundation Repair, LLC 2628 HWY 36 S #304 Brenham, TX 77833

Invoice

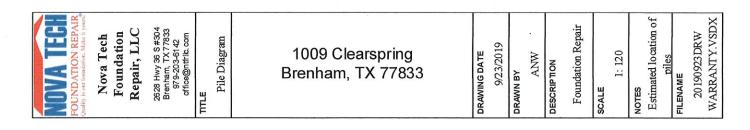
DATE	INVOICE#
9/6/2019	2019-0510

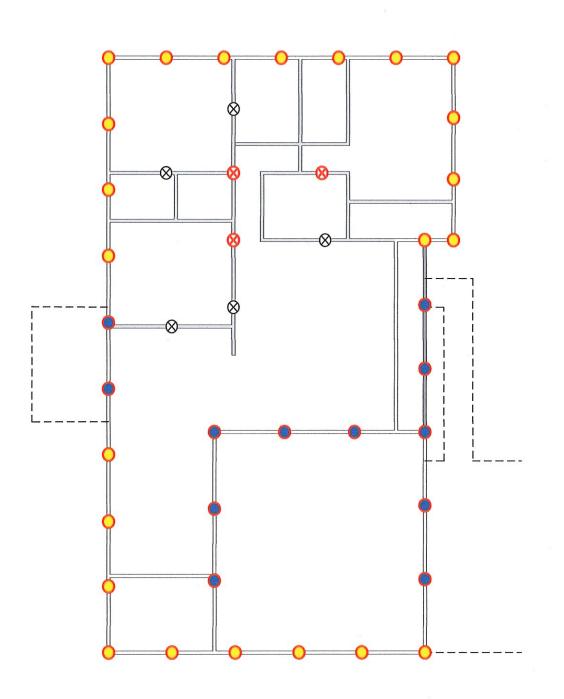
BILLING ADDRESS

Madelourdes Soto Godinez 1009 Clearspring Brenham, TX 77833 JOB ADDRESS

Madelourdes Soto Godinez 1009 Clearspring Brenham, TX 77833

	P.O. NO.	TERMS	DUE DATE	REP		PROJECT
		Due on receipt	9/6/2019	ANW		
	DESCRIPTION		RATE	QTY	U/M	AMOUNT
Leveling of house as per contract Interior Pile w/ No Warranty Subtotal Customer Down Payment as per c			0.00 400.00 -1,000.00	5	ea	0.00 2,000.00 2,000.00 -1,000.00
All work is complete!			Tota	al	***************************************	\$1,000.00
			Payme	nts/Credits		-\$1,000.00
Ÿ			Bala	ınce Dı	ue	\$0.00





		Legend
Symbol Count	Count	Description
8	2	Interior Pile - No Warranty
0	12	Exterior Pile w/ Break-Out - Lifetime Warranty
0	23	Exterior Pile - Lifetime Warranty
8	က	Interior Pile - Lifetime Warranty



2628 Hwy 36 S #304 Brenham, Texas 77833 (979) 203-6142 office@ntfrllc.com

Warranty Transfer Form

Address:	1009 Clearspring				Date: 10/15/2019
City:	Brenham	State:	TX		Zip code: 77833
The section below must be filled out by buyer or seller or their representative					
Seller:					
		•			
Buyer:					
- Day on					
Phone:			Email:		
Title					
Company: Closing Date:					
If transfer is going to take place at closing, please have form returned to us at least 1 week prior to closing. Otherwise, form needs to be returned no later than thirty (30) days after closing with transfer fee. If transfer form and/or fee is not submitted to NTFR,LLC within thirty (30) days of closing, as stated in the contract and warranty certificate, then warranty is null and void. No reinstatement of warranty. Original contract with drawing, must be given to new owner(s). If the new owner(s) do(es) not receive the updated warranty certificate(s) within 90 days of closing or submittal of this form, please contact NTFR, LLC. NTFR, LLC may request to do an inspection of the property to make sure that there are no issues with the foundation and the structure that may affect the warranty.					
A transfer the time of close	transfer fee is to be paid as per of fee of three hundred eighty and	00/100	<u>)</u> dollar	S,	et. s, <u>\$380.00</u> is to be paid by seller or buyer at County Appraisal District, otherwise the
Owner(s) or	Owners' Representative:				
Signature:			****		Date:
Print:				·	Relation: