

FINAL RELEASE OF ALL CLAIMS - CONSTRUCTION (August 2008)

In consideration of the work, under Agreement No. _____ dated _____, between UT-Battelle, LLC and the undersigned Seller, having been completed and finally accepted, and of final payment made thereunder, the Seller hereby agrees UT-Battelle, LLC, and the United States of America, their respective successors, parent companies, lenders, advisors, assigns, affiliated companies or universities, representatives, attorneys, officers, trustees, agents, employees, and directors are irrevocably and UNCONDITIONALLY RELEASED AND DISCHARGED from any and all claims, liabilities, contracts, contractual obligations, attorneys' fees, demands and causes of action, whether known or unknown, fixed or contingent, that it may have or claim to have against UT-Battelle, LLC for any reason as of the date of this Final Release and hereby AGREES NOT TO FILE A LAWSUIT or other legal claim or charge to assert any claim against UT-Battelle, LLC. This Final Release includes, but is not limited to, claims for breach of contract and claims arising under federal, state or local laws or in connection with any agreement whatsoever, whether known or unknown, arising out of or under the said Agreement. Notwithstanding the forgoing, this Final Release does not affect in any way any obligations, claims, rights to indemnification or causes of action arising out of or resulting from any breach by a party hereto of his or its obligations under this Agreement.

In addition, the undersigned Seller hereby certifies to the following:

1. The amount requested for labor performed and equipment and material supplied on this Project or in connection with the Agreement referenced above, represents the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Agreement.
2. No labor, equipment or materials have been supplied under contracts, subcontracts or other agreements with the undersigned, either verbal or written, or any arrangements of any type whatsoever, other than under the Agreement and duly authorized and executed change orders.
3. Payment in full has been made by the undersigned through the period covered by all prior payments (a) to all of the undersigned's lower tier vendors or suppliers, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Agreement. The undersigned represents and warrants that it owes no monies or other things of value to any lower tier vendor or supplier, materialmen, person or entity for work performed or material supplied through the date of the most recent payment by UT-Battelle, LLC, and that the payments that have been or will be made out of this final payment to such persons or firms will fully and completely compensate them for all work in connection with the Project.
4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the Agreement.
5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Agreement as a trustee, and said funds will be held in trust for the benefit of any lower tier vendors or suppliers, materialmen and laborers who supplied work for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been completely and totally satisfied in full.

Executed this _____ day of _____, 20____.

(Seller)

By: _____

Title: _____