



Release and Certificate of Interim or Final Payment
(Reference CD-0036)

Pursuant to the terms of Subcontract number _____ dated _____, as amended, between the undersigned Seller and PanTeXas Deterrence, LLC (Company), this payment request of \$ _____ is in consideration of:

Full Payment

Or

Interim Payment through _____.

The Seller certifies that all costs associated with the work, labor, services, materials, and equipment supplied for the Subcontract have been paid up to the specified final or interim payment date.

The Seller further certifies that, to the best of its knowledge, all materialmen and subcontractors (at every tier) have settled their payments for work, services, materials, and equipment provided under the Seller's Subcontract, covering the period through the selected final or interim payment date.

The Seller acknowledges receipt of full or interim payment from the Company by the date specified above, as owed under the Subcontract. In return, the Seller unconditionally releases the Company and the U.S. Department of Energy/National Nuclear Security Administration (DOE/NNSA) from all known and unknown claims, liens, obligations, and requests for equitable adjustment arising from or related to the Subcontract's performance, including all change orders and amendments. This release does not apply to any claims specifically listed below with their stated or estimated amounts.

In exchange for this payment, the Seller agrees, to the maximum extent permitted by law, to indemnify and hold harmless the Company and DOE/NNSA. This means the Seller will protect them from all costs, losses, damages, claims, lawsuits, judgments, and expenses (including attorney fees) that arise from or relate to claims against the Company or DOE/NNSA. These claims must stem from the performance of the Subcontract work and be asserted by the Seller, its suppliers, subcontractors at any tier, or any of their representatives, officers, agents, or employees. This indemnity does not apply to claims already listed above, nor to claims resulting solely from the negligence or willful misconduct of the Company or DOE/NNSA.

This agreement does not release the Seller from its ongoing obligations under the Subcontract (as amended), which are intended to continue even after the work is completed and accepted. These enduring obligations include, but are not limited to, warranties, guarantees, and indemnities.

Seller Authorized Signature:	
Printed Name:	
Title:	
Date:	