

RELEASE AND CERTIFICATE OF INTERIM OR FINAL PAYMENT

Pursuant to the terms of Agreement number _____ dated _____, 20____, as amended, between the undersigned Seller and Company, this payment request of \$ _____ is in consideration of:

Full Payment

Or

Interim Payment through _____, 20_____.

Seller hereby certifies that it has made payment of all costs, charges, and expenses incurred by it or on its behalf for work, labor, services, materials, and equipment furnished and/or used in connection with the work under said Agreement through the final payment or interim payment date as selected above.

Seller further certifies that to the best of its knowledge and belief, each of its materialmen and subcontractors at every tier, has made payment through the Final Payment or Interim Payment date as selected above, of all costs, charges, and expenses incurred by them or on their behalf for work, labor, services, materials, and equipment furnished and/or used by them in connection with Seller's work under said Agreement.

Seller agrees the company has made full payment or interim payment in accordance with the date as entered above, owed under said Agreement and hereby unconditionally releases and forever discharges the Company and the U.S. Department of Energy/National Nuclear Security Administration (hereinafter called DOE/NNSA) from any and all requests for equitable adjustment, claims, liens and obligations of every nature, known and unknown, arising out of or relating to the performance of said Agreement and all change orders and amendments thereto, except specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by Seller as follows (if none so state):

As additional consideration for this payment, Seller agrees to the fullest extent of the law, to indemnify and hold harmless the Company and DOE/NNSA from and against all costs, losses, damages, claims, causes of action, judgements and expenses, including attorney fees, arising out of or relating to claims against the Company and/or the DOE/NNSA which claims arise out of or relate to the performance of the work of said Agreement and which may be asserted by Seller or any of its suppliers, subcontractors at any tier or any of their representatives, officers, agents, or employees except for those claims listed above, and except for claims arising out of sole negligence or willful misconduct of the party indemnified or held harmless.

The foregoing shall not relieve Seller of its obligations under the provisions of said Agreement, as amended, which by their nature survive completion and acceptance of the work including, without limitation, warranties, guarantees, and indemnities.

Executed this _____ day of _____, 20_____.

NAME OF SELLER: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____