



SUBCONTRACTOR'S CONDITIONAL FINAL RELEASE OF LIEN

From:

To: ReArch Company
88 Technology Park Way, Suite 2
South Burlington, VT 05403

And:

Re:

With reference to Subcontract dated as amended, between the undersigned, (referred to as Subcontractor henceforth) and ReArch Company for (referred to as Owner henceforth); Subject to the receipt of funds currently requested Subcontractor hereby certifies and represents that he/she has received full payment of all costs, charges and expenses incurred by his/her behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used in connection with his/her work under said Subcontract Agreement.

In consideration of and conditioned upon the payment of the final payment under the Subcontract Agreement, Subcontractor hereby unconditionally releases and forever discharges ReArch Company, the Owner, and their officers, directors, agents and representatives and the underlying premises and property from all claims for payment, liens and obligations of every nature whether choate or inchoate and including without limitation, all mechanic's and materialman's liens and other liens and claims now, or which in the future may be owned, claimed or asserted by Subcontractor's against the aforesaid land and improvements (including personal property related thereto) arising out of or in connection with the performance of the said Subcontract Agreement and all amendments thereto.

As additional consideration for the final payment, Subcontractor agrees to the fullest extent of the law to indemnify and hold harmless ReArch Company and the Owner from and against all costs, losses, damages, claims, causes of action, judgments and expenses, including attorney's fees, arising out of or in connection with the claims for payment against the Owner or ReArch Company which claims arise out of the performance of the work under the Subcontract Agreement and which may be asserted by the Subcontractor or any of its suppliers of materials and equipment, and all performers of work, labor or services or any tier thereof or any of their representatives, officers, agents or employees, except for claims arising out of the sole negligence or willful misconduct of the party indemnified or held harmless.

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

Executed this day of , 20

By: _____

State of Vermont
County of

BEFORE ME, the undersigned _____, a Notary Public in and for said County and State on this day personally appeared _____ who, being by me duly sworn, and known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that the same was his ace and that he executed that same for the purpose and consideration therein expressed, and that the statements therein contained are true.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ___ day of _____ 20

My Commission Expires: _____

Notary Signature