

2nd TIER SUBCONTRACTOR'S/SUPPLIER'S FINAL UNCONDITIONAL DISSOLUTION OF LIEN AND RELEASE

OWNER: _____ APPLICATION FOR PAYMENT NO: _____
PROJECT: _____ TBCM PROJECT #: _____ PERIOD ENDING: _____
PROJECT ADDRESS: _____ AMOUNT OWED SUBCONTRACTOR: _____
COUNTY OF: _____ STATE OF: _____ SUBCONTRACTOR/SUPPLIER: _____

The undersigned, for and in consideration of the payments made to it by _____, or to a subcontractor, material man or supplier of the undersigned, for labor, services, materials, fixtures, apparatus and/or equipment furnished for the Project, warrants, represents and guarantees as follows:

1. The undersigned has received payment in full, for all labor, services, materials, fixtures, apparatus, and/or equipment furnished in the construction of the Project and there are no outstanding claims against Trinity Building and Construction Management Corp. and/or its sureties in connection with the Project.
2. All labor, services, materials, fixtures, apparatus and/or equipment covered by this or any previous application for payment has been incorporated into the Project and title has passed to the Owner or, in the case of materials, fixtures, apparatus and/or equipment stored at the site or at some other location previously agreed to by the Owner, title has passed to the Owner, free and clear of all liens, claims, security interests or encumbrances.
3. No labor, services, materials, fixtures, apparatus and/or equipment covered by the above Application for Payment, or any previous Application for Payment, has been acquired subject to an agreement under which any interest or encumbrance is retained by the seller or any other person.
4. All labor, services, materials, fixtures, apparatus and/or equipment, and all applicable taxes, fees and benefits, have been paid for in full.
5. The undersigned hereby waives, releases and dissolves any mechanics liens or rights of lien it has or may have on the Project including the real estate and the improvements thereon on account of labor, services, materials, fixtures, apparatus and/or equipment furnished for the Project.
6. The undersigned hereby releases, remises and discharges the Owner and Trinity Building and Construction Management Corp. and its sureties from all claims, debts, demands, liabilities and damages it ever had, now has or ever may have, whether known or unknown, arising out of or relating in any way to the undersigned subcontract and or furnishing labor, services, materials, fixtures, apparatus, and/or equipment in the construction of the Project.

Executed under seal this _____ day of _____, 20____.

Subcontractor/Supplier: _____

By: _____

Title: _____

Date: _____

STATE: _____

COUNTY: _____

Then personally appeared before me the above named _____ and acknowledged the foregoing to be his/her free act and deed.

Notary Public: _____

My Commission Expires: _____