

**SUPPLIER/2ND TIER SUBCONTRACTOR**

Mechanic Lien, Miller Act Claim (40 USCA 270), Stop Notice, Equitable Lien, & Material Bond Release

A) From: \_\_\_\_\_  
(Firm Giving Release)  
To: and/or \_\_\_\_\_ / **TCC Corporation**  
(The Contractor)

B) PROJECT: \_\_\_\_\_  
(Name) (Number)  
\_\_\_\_\_  
(Address of Project)

C) OWNER: \_\_\_\_\_

D) 1. The undersigned does hereby release all Mechanic's Liens Rights, Miller Act Claim (40 USCA 270), Stop Notice, Equitable Liens and Labor and Material Bond Rights resulting from labor and/or materials, subcontract work, equipment or other work, rents services or supplies heretofore furnished in and for the construction, design, improvement, alteration, additions to or repair of the above described project

2. This release is given for and in consideration of the sum of \$ \_\_\_\_\_ and other good and valuable consideration. If no dollar consideration is herein recited, it is acknowledged that other adequate consideration has been received by the undersigned for this release.

3. In further consideration of the payment made or to be made as above set forth, and to induce the contractor to make said payment, the undersigned agrees to defend and hold harmless the owner, contractor and/or lender, and/or the principal and surety from any claim or claims hereinafter made by the undersigned and/or its material suppliers, subcontractors or employees, servants, agents or assigns of such persons against the project. The undersigned agrees to indemnify or reimburse all persons so relying upon this release for any and all sums including attorney's fees and costs, which may be incurred as the result of any such claims.

4. It is acknowledged that the designation of the above project constitutes an adequate description of the property and improvements for which the undersigned has received consideration for this release/

5. It is further warranted and resented that all such claims against the undersigned or the undersigned's subcontractors and/or materials supplier's have been paid or that arrangements, satisfactory to the owner and contractor, have been made for such payments.

6. It is acknowledged that this release is for the benefit of and may be relied upon by the owner, the contractor, any construction lender and the principal and surety on any labor and material bond for the project.

7. In addition to the foregoing, this instrument shall constitute a **Partial or Full/Final** lien release of all rights, claims and demands of the undersigned against the contractor arising out of or pertaining to the above refereed project. If partial, all rights and claims on the project are release up to and including the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

E) Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

F) \_\_\_\_\_ FIRM \_\_\_\_\_  
(Name firm giving release)

G) State of: \_\_\_\_\_ F) BY: \_\_\_\_\_  
County of: \_\_\_\_\_ F) TITLE: \_\_\_\_\_

The foregoing release was subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_ (as) \_\_\_\_\_ of \_\_\_\_\_

My commission Expires: \_\_\_\_\_  
Notary Public