

HOLLAND

CONSTRUCTION®

EXHIBIT "B" – ATTACHMENT #1B - Release and Certificate of Final Payment

With reference to Project _____, Subcontract No. _____, dated, _____, as amended or revised, between the undersigned Subcontractor,

[NAME OF SUBCONTRACTOR]

and **Holland Construction** located in Hanover PA, for

[TYPE OF WORK]

The Undersigned hereby certifies and represents that it has made full payment of all costs, charges and expenses incurred by it or on its behalf for work, labor services, materials and equipment supplied to the Jobsite and/or used in connection with the Work under said Subcontract.

The Undersigned further certifies that each of its subcontractors and material men has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment supplied to the foregoing premises and/or used by them in connection with the Undersigned's work under said Subcontract and has obtained releases to this effect.

In consideration of \$ _____ as final payment under the Subcontract, the Undersigned hereby unconditionally releases and forever discharges the Owner and HCC and the Owner's premises and property from all claims, liens and obligations of every nature arising out of or in connection with the performance of the said Subcontract and all change orders, amendments and modifications hereto, except as noted below.

(Note: If none, write "None". in space below. Any claims excepted must be described and the specific amount claimed must be set forth.)

As additional consideration for this payment and the release of the same to Subcontractor, the Subcontractor agrees to the fullest extent of the law to, indemnify and hold harmless the said Owner and HCC 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 claims against the said Owner or HCC which claims arise out of the performance of the Work under the Subcontract and which may be asserted by the Subcontractor or any of its suppliers or contractors 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 the sole gross negligence or willful misconduct of the party indemnified or held harmless.

The foregoing shall not relieve the Undersigned of its obligations under the provisions of said Subcontract, as amended, which by their nature survive completion of the work including, without limitation, warranties, guarantees and indemnities. All capitalized terms used Herein if not defined herein shall have the same meaning as they do in the Subcontract or any Prime Contract between HCC and Owner. The undersigned and Subcontractor warrant that the undersigned has full authority to bind Subcontractor by the execution hereto.

Executed this _____ day of _____, 20__

NAME OF SUBCONTRACTOR

SIGNATURE

PRINTED NAME

TITLE

Subscribed and sworn before me this
____ day of _____, 20__

[NOTARY PUBLIC SIGNATURE]

[MY COMMISSION EXPIRES]