

**FINAL RELEASE AND WAIVER OF  
CLAIMS AND MECHANICS LIEN RIGHTS**

TO ALL WHOM THESE PRESENTS SHALL COME OR MAY CONCERN:

GREETING: KNOW YE that \_\_\_\_\_ ("\_\_\_\_\_"), a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_, with an office and principal place of business in \_\_\_\_\_, \_\_\_\_\_, for and in consideration [and upon receipt of] \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, paid by **Cutter Enterprises, LLC ("Cutter")**, a corporation organized and existing under the laws of the State of **Connecticut**, with an office and principal place of business in **Vernon, Connecticut**, has remised, released and forever discharged, and by these presents does for itself and its successors, remise, release and forever discharge **Cutter Enterprises, LLC** and **Arch Insurance Company ("Surety")**, a corporation organized and existing under the laws of the State of **New Jersey**, with an office and principal place of business in **Jersey City, New Jersey**, and their successors, heirs, executors and administrators, of and from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, in admiralty, or in equity which against **Cutter Enterprises, LLC** and **Surety**, \_\_\_\_\_ ever had, now had or which it or its successors, hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever arising out of the construction project known as the **Old Talcott Mill Project, located at 47 Main Street, Vernon, Connecticut.**

FURTHER, and in addition to the foregoing, \_\_\_\_\_ does hereby forever waive, relinquish and release any mechanic's, materialman's or like liens, and all claims of liens it now has, may have or may obtain in the future upon a piece of land and all the buildings thereon known as **The Old Talcott Mill and located at 47 Main Street, in the town of Vernon, and in the State of Connecticut**

FURTHER, and in addition to the foregoing, \_\_\_\_\_ does hereby expressly release, waive and relinquish any and all right or claim it may have or may hereafter have under the Surety Labor and Material Payment Bond provided on said project by **Cutter Enterprises, LLC** as principal and **Arch Insurance Company**, as surety.

FURTHER, and in addition to the foregoing, \_\_\_\_\_ does hereby expressly warrant that it has fully paid all subcontractors and suppliers for labor performed or materials furnished at the **Old Talcott Mill Project, located at 47 Main Street, Vernon, Connecticut.**

This Release and Waiver may not be changed orally.

IN WITNESS WHEREOF, \_\_\_\_\_ has caused its corporate seal to be hereunto affixed and these presents to be signed by its \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

Signed, sealed and delivered \_\_\_\_\_  
in the presence of:

By \_\_\_\_\_  
Title  
Duly Authorized

STATE OF )  
) ss:  
COUNTY OF )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2010, before me \_\_\_\_\_ the undersigned officer, personally appeared \_\_\_\_\_, who acknowledged himself to be duly authorized by said corporation, and he being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: