RELEASE AND CERTIFICATE OF INTERIM PAYMENT

With reference to Subcontract No. _____ dated _____, 20_____ as amended, between the undersigned Seller and BWXT Y-12 L.L.C., the Undersigned hereby certifies 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 furnished and/or used in connection with the work under said Subcontract through _____, 20_____.

The Undersigned further certifies that to the best of its knowledge and belief, each of its material men and subcontractors at every tier has made full payment of all costs, charges and expenses incurred by them or on their behalf for work, labor, services, materials and equipment furnished and/or used by them in connection with the Undersigned's work under said Subcontract through _____, 20_____.

In consideration of $ _____ as full and final payment under said Subcontract for all work performed through _____, 20_____ the Undersigned Seller hereby unconditionally releases and forever discharges BWXT Y-12 and the U.S. Department of Energy / National Nuclear Security Administration (DOE / NNSA) from all requests for equitable adjustment, claims, liens and obligations of every nature, known and unknown, arising out of or relating to the performance of said Subcontract and all change orders and amendments thereto, through _____, 20_____, except as set forth below:

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

As additional consideration for this payment, the Seller agrees to the fullest extent of the law, to indemnify and hold harmless BWXT Y-12 and the DOE / NNSA Administration from and against all costs, losses, damages, claims, causes of action, judgments and expenses, including attorney's fees, arising out of or relating to claims against BWXT Y-12 the DOE / NNSA which claims arise out of or related to the performance of the work under the said Subcontract through _____ , 20_____, and which may be asserted by the Seller or any of its suppliers, subcontractors 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 negligence or willful misconduct of the party indemnified or held harmless.

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

Executed this _____ day of _____, 20___

_____
[NAME OF SELLER]

By: _____

Title: _____

(Revised 7/20/04)