

**FINAL WAIVER OF LIENS AND CLAIMS
AND AFFIDAVIT OF FULL PAYMENT**

For and in consideration of the total sum of Twenty Two Thousand Nine Hundred Seventy and 98/100 Dollars (\$22,970.98) (the "Final Payment"), and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, being paid by Crown Point VA Company, LLC ("CPVA") to Sargent Electric and Tri-Electronics, Inc. ("Tri-Electronics"), which sum represents the total amount due and payable to Tri-Electronics for all work performed and materials and services furnished in furtherance of the construction project(s) known generally as the Crown Point VA Outpatient Clinic project, in the City of Crown Point, Indiana (the "Project"), for itself and its past, present and future affiliates, agents, employees, representatives, partners, shareholders, suppliers, creditors and lenders, unconditionally waives and releases any and all past, present and future mechanic's lien, rights of mechanics' lien, bond claims, and any and all other demands, damages, causes of action, and other claims of whatever nature or description against Welty Building Company, Ltd. including its affiliates and agents ("Welty"), Sargent Electric including its affiliates and agents ("Sargent"), CPVA and its affiliates and/or agents, the United States Veterans Administration, the General Services Administration, or any other agency or department of the U.S. Government ("USA"), the Project, Ohio Farmers Insurance Company, any other surety or bonding company in connection with the Project, and/or any person or entity relating in any manner whatsoever to the Project. Tri-Electronics acknowledges and represents that the Final Payment represents full and final payment for all work, labor, materials, equipment, tools and services supplied to or in furtherance of the Project (including without limitation extra work, extra materials, retainage, accrued interest, and impact claims), and that no additional sum is or will hereafter be claimed due by Tri-Electronics for such work, labor, services, materials, equipment, tools, and services against or from Welty, Sargent, CPVA, the USA, the Project, any sureties or any other person or entity relating to the Project.

Tri-Electronics further represents and warrants that it has paid all of its laborers, sub-subcontractors, vendors, unions, and/or suppliers in full, or that the proceeds of the Final Payment will be applied solely and exclusively to the payment of the persons or entities that have supplied labor, materials, equipment, services or tools to Tri-Electronics for the Project within ten (10) days of this date to fully and completely resolve all of Tri-Electronics's Project-related debts. Tri-Electronics understands that the representations and warranties in this instrument are a material inducement to the release of Final Payment to Tri-Electronics.

DATE: 7/23 2012

Witness: James Donovan
 Witness: Charlene Donovan

By: [Signature]
 Title: President
Thomas Donovan

State of Indiana)
 County of Lake) SS:

Before me, a notary public in and for said county and state, personally appeared the signatory hereof who signed the same in my presence, and who acknowledged that he/she is authorized to and did sign the foregoing, and that the same was his/her free act and deed, this 23rd day of July, 2012.

[Signature]
 Notary Public
Lucy P. Yancy (4aez)

Remove
TRD

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STATE OF INDIANA
 LAKE COUNTY
 FILED FOR RECORD

RECORDER

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To the extent requested by Owner, after Subcontractor/Supplier's receipt of payment identified in this document, Subcontractor/Supplier shall cooperate with Owner to execute further documents, assignments, or documentation necessary to allow Owner to pursue Welty Building Company, Ltd. and its surety to recoup the monies paid directly by Owner to Subcontractor/Supplier pursuant to this or any other agreement

(Signatory on behalf of Tri-Electronics)

7/23/2012
Date

President Thomas Donovan
Title

State of: Indiana

County of: Lake

Subscribed and sworn to before me this 23rd day of July, 2012.

Notary Public:

Lucy T. Gaez

My Commission expires:

5/8/19

Return to:
LAWYERS TITLE
4215 EDISON LAKES PKWY
STE 115
MISHAWAKA, IN 46545

Document is NOT OFFICIAL!

This Document is the property of the Lake County Recorder!

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

Sharon Dumitruk

Prepared by: Thomas Donovan

