

FULL AND FINAL RELEASE AND ASSIGNMENT

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| Claim No. | <u>3454</u> | Bond No. | <u>GRMS39804</u> |
| Principal: | <u>Buckhaults Electric Services</u> | | |
| Obligee: | <u>City of Hattiesburg</u> | | |
| Project: | <u>Tatum Park Soccer Fields 15 & 17 Lighting</u> | | |
| Claimant: | <u>Stuart C. Irby Co.</u> | | |

In consideration of the payment of Ninety Four Thousand Nine Hundred Seventeen Dollars 87/100 (\$94,917.87) by Granite Re, Inc. ("Company"), and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, the Claimant undersigned hereby fully and finally releases, acquits, exonerates and discharges the owners of the Projects, the above Principal and Company and/or any and all affiliates, subsidiaries, divisions, successors, assigns, cosureties and/or reinsurers from any and all claims, causes of actions, suits, or liabilities ("Claims") whatsoever arising out of or in any way related to the above-referenced projects and bonds, or against Company as surety on the bonds. Claimant hereby agrees to dismiss any lawsuits filed with respect to the Claims and provide the Company documentation that it has done so.

In further consideration of the aforesaid payment, the undersigned hereby assigns, transfers and sets over to Company its above-mentioned Claims against Principal together with all of its right, title and interest in and to all lien rights in connection with any mechanic's lien, stop notice, verified claim, or notice to withhold which may have been filed by the undersigned against the properties which are the subject of the improvement or the funds due to or to become due Claimant for the construction of said work, and in and to any suit or suits brought by the undersigned to foreclose such mechanic's lien, stop notice, notice of claim, or notice to withhold; and the undersigned constitutes and appoints Company its true, lawful and irrevocable attorney to demand, receipt for and enforce payment of the said claims, and at its own expense to sue for the said sums so assigned either in the name of the undersigned, or in its own name.

As a further inducement to Company for making payment at this time, undersigned hereby agrees that all guarantees and warranties required under the terms of any contracts pertaining to the work, labor and materials furnished by the undersigned shall remain in full force and effect in accordance with their terms, but shall not be extended or enlarged hereby. Undersigned also agrees to provide any and all documents related to their work which is necessary for final acceptance of the project including but not limited to warranty documents, certified payroll, lien waivers, O&M manual or any other necessary documents.

The undersigned further warrants, certifies and represents that all just and lawful billings, accounts and/or amounts due all persons who have furnished labor, material, equipment or services to the undersigned or its subcontractors or suppliers employed in the performance of these contracts have been paid in full accordance, or will be paid in full from this payment, with the terms and conditions of the contracts and that there are no amounts for which the undersigned would be responsible under the said agreements, all amounts having been fully paid and other terms of the relevant subcontracts, material supply contracts or purchase orders or other agreements having been fully complied with by the undersigned. Further, undersigned agrees to indemnify and hold harmless Company from any and all loss, costs or expenses incurred in paying or defending any such claims made by any such persons.

Dated 1/22/19 Stuart Irby Representative
By: [Signature]
Print: Damon Gautreau
Its: Regional Credit Mgr.

TIN:

**THIS DOCUMENT MUST BE EXECUTED BEFORE A NOTARY PUBLIC
AND INCLUDE THE ATTACHED NOTARY ACKNOWLEDGMENT.**

State of MS
County of Rankin
On 1-22-19 before me, Damon Gautreau
DATE NAME, TITLE OF OFFICER - E.G. JANE DOE, NOTARY PUBLIC
personally appeared _____

☒ personally known to me -OR-

NAME(S) OF SIGNER(S)

☐ proved to me on the basis of
satisfactory evidence to be the
person(s) whose name(s) is/are
subscribed to the within
instrument and acknowledged
to me that he/she/they executed
the same in his/her/their
authorized capacity(ies), and
that by his/her/their signature(s)
on the instrument the person(s),
or the entity upon behalf of
which the person(s) acted,
executed the instrument.

WITNESS my hand and official seal.

Katherine L. Goree
Signature of Notary

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the
data below, doing so may prove invaluable to persons
relying on the document.

☐ INDIVIDUAL

☐ CORPORATE OFFICER(S)

TITLE(S)

☐ PARTNER(S)

☐ LIMITED

☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER: _____

