

Exhibit C-4: 2nd Tier 2014 Subcontractor's/Supplier's FINAL Waiver of Lien and Release

Project: _____ AFC Job#: _____
 AFC Vendor#: _____ AFC PO#: _____
 State of: _____ Application#: _____
 County of: _____ Period Ending: _____

Whereas the undersigned has been employed by _____

To furnish _____

For the premises known as _____

Of which _____ is the Owner.

2nd Tier Vendor Name: _____

Original Base Contract: \$ _____ Final Contract Amount: \$ _____

Balance Remaining to Be Paid to 2nd Tier Vendor: \$ ZERO

The undersigned for and in consideration of the payments made to it by the Subcontractor/Supplier, or to a subcontractor, materialman, or supplier of the undersigned, for labor, services, materials, fixtures, apparatus, and/or equipment furnished for the above described premises, does hereby waive and release (i) any and all lien or claim or right of lien under the statutes of the State(s) of the site of the labor or services performed or the materials, equipment, fixtures, or apparatus furnished relating to Mechanics Liens on the above described premises and improvements thereon and (ii) any other claim or cause of action of any other nature, whether known or unknown, arising directly or indirectly as a result of labor, services, materials, and/or equipment fixtures, or apparatus heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above described premises. This release includes any claim for monies due or to become due from AllertonFox Construction and/or the Owner. Further, the undersigned states that it has not assigned any claim or payment against AllertonFox Construction, the Owner, its sureties, agents, partners, lenders, successors, and/or assignees, and that no security interest has been given or executed by the undersigned for or in connection with any materials, appliances, machinery, fixtures, or furnishings placed upon or installed on the above described premises. Further, the undersigned covenants and agrees to indemnify and hold harmless AllertonFox Construction LLC and the Owner and their sureties, agents, partners, lenders, successors, and assignees, from any and all claims, debts, demands, liabilities, expenses, charges, costs, damages, suits and legal fees, it ever had, now has, or ever may have, whether known or unknown, arising out of or directly or indirectly relating to any lien or claim by any other party for work, labor, services, materials, fixtures, apparatus, and/or equipment which relates to that which the undersigned performed or should have performed, and from and against any lien or claim relating to any work, labor, services, materials, fixtures, apparatus, and/or equipment allegedly performed by or for the undersigned. Finally, the undersigned states that it has the right, power and authority to execute this instrument, which shall be an independent covenant.

Executed under seal this _____ day of _____, 20____.

Attest or Witness; Vendor Name: _____

State of: _____ By (Signature): _____

County of: _____ By (Print Name): _____

_____ Title: _____

Signature of Notary

Note: All waivers must be for full amount paid.
 If waiver is for a corporation, corporate names must be used, "Corporate Seal" affixed, and title of officer signing waiver must be noted.
 If waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.