

EXHIBIT C-4: 2ND TIER SUBCONTRACTOR'S/ SUPPLIER'S FINAL WAIVER OF LIEN AND RELEASE

Project Title: _____ AFC Job#: _____

Project Location: State of: _____ Application#: _____

Project Location: County of: _____ Period Ending: _____

Whereas the undersigned has been employed by _____ to furnish
_____ for the premises known as _____

Of which _____ is the Owner.

Balance Remaining to Be Paid to 2nd Tier Vendor for said Contract: \$ **ZERO**

The undersigned hereby acknowledges that Contractor has been paid in full so ZERO dollars constitutes the entire unpaid balance due the undersigned in connection with said project whether under said contract or otherwise and that the previous payments to the Contractor constitute payment in full and fully satisfy any and all liens, claims, and/or demands which the Contractor may have or assert against AllertonFox Construction, LLC and/or the Owner in connection with said contract or project.

Contractor has fully paid all amounts due to its subcontractors and suppliers. No amounts are in dispute.

The undersigned does hereby waive and release 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, improvements, or apparatus furnished relating to Mechanics Liens on the above described premises and improvements thereon and on the monies or other considerations due from the Owner and/or AllertonFox Construction LLC, on account of labor services, material, fixtures, improvements, or apparatus heretofore furnished to this date by the undersigned for the above described premises.

Contractor warrants that it has not assigned and will not assign its claim for payment, nor its right to perfect a lien against the Property with respect to the rights herein released. The person executing this document warrants that he/she is authorized to do so and has personal knowledge of the facts set forth herein.

The undersigned states that it has not assigned any claim or payment against the Owner and/or AllertonFox Construction, LLC, and their agents, partners, lenders successors and 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 agrees to indemnify and hold harmless the Owner and AllertonFox Construction, LLC, and their sureties, agents, partners, lenders, successors and assignees, from any charges, costs, expenses, demands, suits and/or legal fees, directly or indirectly relating to any lien or claim by any other party for work, labor, services, material, 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, material, 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: _____

Notary - State of: _____

By (Signature): _____

Notary - County of: _____

By (Print Name): _____

Signature of Notary Public

Title: _____

[AFFIX NOTARY SEAL]