

**EXHIBIT C**  
**SUBCONTRACTOR FINAL LIEN WAIVER AND RELEASE**

**GENERAL CONTRACTOR:** Ellis Denning Construction, L.L.C.

**OWNER:** \_\_\_\_\_

**SUBCONTRACTOR/CLAIMANT:** \_\_\_\_\_

**PROJECT NAME AND ADDRESS:** \_\_\_\_\_

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The Undersigned states under oath that he/she is the duly authorized agent of the Subcontractor/Claimant identified above ("Subcontractor") who has a contract with the General Contractor identified above ("the Subcontract") for providing materials and/or services to the Property identified above as more specifically set forth in the Subcontract ("the Project").

The undersigned individually and on behalf of Subcontractor swears and affirms that payment in full has been made by General Contractor for all services rendered and materials provided to the Project and pursuant to the Subcontract and related work and change orders thereto, and that General Contractor owes no further obligations to Subcontractor.

Subcontractor hereby acknowledges receipt of payment in full as stated, in consideration of which Subcontractor hereby waives and relinquishes, without condition or limitation, any and all right Subcontractor otherwise has, may have, or may have had to file and/or pursue a mechanic's lien or any other claim for payment arising from or in any way related to the Subcontract and Project described above or for any materials, equipment, fixtures, apparatus, improvements, labor or services which have been or at any time hereafter may be provided or supplied to the Project by or on behalf of the Subcontractor. This Lien Waiver and Release is intended to be relied upon by the General Contractor and Owner as identified above and by any lender, title insurance carrier or other third party who may have any interest in the Project or the Property.

Subcontractor acknowledges and affirms that all charges for labor, materials, supplies, equipment, land, licenses, laborers, mechanics, suppliers, subcontractors or others, or other expenses for which a lien might be filed, have been fully satisfied and paid, and/or will be paid in full due out of this payment on receipt, and hereby waives, for itself, its subcontractors, suppliers, materialmen, successors and assigns all lien rights arising out of performance on the Subcontract and related extra work or change orders thereto. The undersigned certifies that no such laborers, mechanics, suppliers, materialmen, or subcontractors or others, is or will be entitled to assert any rights demands, claims, liens, or rights to lien against the above-described premises, improvements, the undersigned or the Owner on the Subcontract and related extra work or change orders thereto. Subcontractor further agrees to indemnify and hold General Contractor and Owner harmless in the event any such lien or claim is asserted by any such third party.

\_\_\_\_\_  
Subcontractor

BY: \_\_\_\_\_  
Name and Capacity Printed:  
\_\_\_\_\_  
Authorized Agent

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires:\_\_\_\_\_