

FINAL RELEASE AND WAIVER OF CLAIMS

TO ALL WHOM THESE PRESENT SHALL COME OR MAY CONCERN,

GREETING: KNOW YE, that _____ ("the Undersigned") a corporation organized and existing under and by virtue of the laws of the State of _____ with an office and principal place of business in _____, for and in consideration of the sum of ONE DOLLAR (\$1.00) lawful money of the United States of America and other good and lawful consideration to it in hand paid by Pillar Homes LLC. ("PH"), a corporation organized and existing under the laws of the State of Florida, the receipt whereof is hereby acknowledged, has remised, released and forever discharged, and by these presents does for itself and its successors, remise, release and forever discharge the said Pillar Homes and its surety (in the even a payment bond has been provided), the Project Owner, and lender, any title insurer, and their successors, heirs, executors and administrators, of and from all, and all manner of action and actions, cause and causes of actions, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, in admiralty, or in equity which against the said Pillar Homes LLC, and its surety said Undersigned ever had, now has or which it or its successors, hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date may have for, upon or by reason of any matter, cause or thing whatsoever form the beginning of the world to the day of the date of these presents in connection with any and all claims of any nature whatsoever arising out of the construction project known as _____ located at _____ in the City of _____ and that State of _____.

FURTHER, and in addition to the foregoing, said Undersigned does hereby forever waive, relinquish and release any mechanic's, material man's or like liens, and all claims of liens it now has, may have or may obtain in the future upon a piece of land and all buildings thereon standing, known as _____, situated in _____.

FURTHER, and in addition to the foregoing, said Undersigned does hereby expressly release, waive and relinquish any and all right or claim it may now have or may hereafter have under the Surety labor and Material Payment Bond for said project, if any such bond was provided by Pillar Homes LLC, as principal and the surety company.

The Undersigned has not and will not assign any claim against the Company, its sureties, if any, and other guarantors on the Bond or other undertaking, if any, nor any lien or right to perfect a lien against the project, and the undersigned has the right, power, and authority to execute this Affidavit, Waiver and Release.

The undersigned warrants that all laborers and subcontractors employed by it, and all suppliers or material men from which it has acquired materials incorporated in the project and any lien or bond claimant relating to the Undersigned's work have been paid in full and that none of such laborers, subcontractors, suppliers, material men, or claimants has any claim, demand or lien against the project. The Undersigned further warrants that all applicable taxes, fees and benefits relating directly or indirectly to the undersigned's work have been paid in full.

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 in the project.

This Affidavit, Waiver or Lien and Release shall be an independent covenant and shall operate and be effective with respect to work and labor done and materials furnished and under any supplemental contract or contracts, whether oral or written, for extra or additional work on the project and for any further work done or materials furnished at any time with respect to the project subsequent to the execution hereof.

This release and waiver may not be changed orally.

IN WITNESS WHEREOF, the Undersigned has caused its corporate seal to be hereunto affixed and these presents to be signed by its _____ on the _____ day of _____, 20 _____.

Signed, sealed and delivered in the presence of:

Witness

Witness

Company Name (Print or type)

Signature

BY: _____
(Print or type Name)

ITS: _____
(Corporate Officer or Owner or Authorized Individual)
(Print or type title)

(Notary Public)

My Commission Expires: _____