

APPENDIX K

SUBCONTRACTOR'S AFFIDAVIT, FINAL WAIVER OF CLAIMS AND LIENS, AND RELEASE OF RIGHTS

STATE OF NEW YORK)
)
) SS.:
COUNTY OF)

The undersigned, who is the _____ of _____ (the "Subcontractor") which performed work under a subcontract with _____ ("Contractor") for Project # _____ declares that its Subcontract with the Contractor is in the total amount of \$ _____, which includes extras and all change orders to the date hereof.

In consideration of the amounts and sums previously received, and the last and final payment of \$ _____ being full and final payment of the amount due, the Subcontractor does hereby acknowledge that it has been paid in full for all work it performed on the Project and that it further hereby releases _____ ("Owner") and the New York State Urban Development Corporation d/b/a Empire State Development ("ESD") from any and all claims and liens, and further waives any and all rights to liens upon the premises described below (which may be more particularly described by an Exhibit "A" attached), and upon improvements now or hereafter made thereon, and upon the monies or other considerations due or to become due from the Owner or ESD or from any other person, firm or corporation, said claims and liens and rights to liens being on account of labor, services, materials, fixtures or apparatus furnished by or which may be furnished at any time hereafter by or at the request of the undersigned. The premises as to which said claims and liens and rights to liens are hereby released are identified as follows:

Project Name: _____
Address or Project: _____
City: _____ County: _____ State: _____

The undersigned further represents and warrants that he/she is duly authorized and empowered to sign and execute this wavier on his/her own behalf and on behalf of the Subcontractor for which he/she is signing; that Subcontractor has properly performed all work and furnished all the materials of the specified quality per plans and specifications and in a good and workmanlike manner, fully and completely; that Subcontractor has been paid in full for all work it performed on the Project; that Subcontractor has paid its subcontractors, vendors and suppliers for all the labor, materials, equipment and services that Subcontractor has used or been supplied or may hereafter use or be supplied to the above premises, and that Subcontractor has no outstanding and unpaid payment applications, invoices, retentions, holdbacks, chargebacks or unbilled work or materials, as of the date of the aforementioned last and final payment application of invoice; and that any materials which have been supplied or incorporated into the above premises were either taken from Subcontractor's fully-paid or open stock or were fully paid for and supplied as stated on the statement accompanying the last and final payment application or invoice.

The undersigned further agrees to reimburse and does hold harmless and fully indemnify Owner, ESD and _____ for any losses or expenses should any such claim, lien, or right to a lien be asserted (by the undersigned or by any laborer, materialman or subcontractor of the undersigned), including, without implied limitation, attorneys' fees incurred in the defense thereof.

In addition, for and in consideration of the amounts and sums received, the Subcontractor hereby waives, releases and relinquishes any and all claims, rights or causes of action whatsoever the Subcontractor had, has or may have against the Owner and ESD arising out of or in the course of the work performed on the above-mentioned project, contract or event.

Contractor: _____
By: _____ Title: _____

On this _____ day of _____, 20____, before me the subscriber personally appeared _____ to me, personally known, who being by me duly sworn, did depose and say that he/she resides at _____ that he/she is _____ of _____ the entity described in and which executed the foregoing instrument.

Notary Public
My Commission expires: _____