

EXHIBIT 'C'

Release & Waiver of Lien

Project: _____

Project No. _____

Date: _____

* Amount of Release: _____

The undersigned

(Company Name)

(Company Address)

has been employed by **EBCO General Contractor, LTD.** to furnish labor and/or material for _____.

The undersigned does hereby acknowledge that upon receipt by the undersigned of a check from **EBCO General Contractor, LTD** in the sum of \$ _____, payable to _____, and when the check has been properly endorsed and has been paid by the bank upon which it was drawn, this document shall become effective to release pro tanto any mechanic's lien, stop notice, or bond right the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment or materials furnished through _____ payment application only, and does not cover any retention or items furnished after said date.

The undersigned certifies that the foregoing information is true and correct and acknowledges that the Owner of the project has placed a material reliance on such information in directing final payment to the Contractor.

The undersigned Subcontractor certifies under oath and warrants:

1. that the Work covered by the Application for Payment has been completed in accordance with the Contract Documents;
2. that the Work performed to date as shown on the Application for Payment represents the actual value of the Work completed under the Subcontract (and all approved Change Orders);
3. **that all amounts due to second tier subcontractors and suppliers have been paid by the Subcontractor for Work for which previous payments have been received from the Contractor;**
4. that the current payment shown herein is now due;
5. that all amounts previously due have been received and, except as set forth in this Application for Payment, no additional amounts are due;
6. that the Subcontractor has complied with and paid all amounts due under Federal, State, and Local tax laws, including Social Security laws and Unemployment Compensation laws and Worker's Compensation laws and fringe benefits insofar as applicable;
7. that the remaining balance of the Subcontract Sum is sufficient to complete the Work under the Subcontract free and clear of any and all liens and encumbrances;
8. that upon receipt of the payment requested herein, all of the right, title, and interest in and to such labor and material is hereby transferred to the Owner, and the Subcontractor hereby waives, releases, and relinquishes any and all claims to additional compensation that it may have against the Owner, each partner of the Owner, the Owner's agents, the Architect, lenders of the Owner, sureties of the Owner or Contractor, the premises, or the Contractor based on Work performed or costs incurred to date except for the payment due and retained sum specified herein.

EXECUTED this _____ day of _____, 20____.

Contractor

(Seal)

STATE OF _____

COUNTY OF _____

Before Me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and, after begin by me duly sworn, acknowledges to me that the same was the act of the Contractor and that he (or she) executed the same as the act of the Contractor for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal and/or stamp of the office this _____ day of _____, 20____.

Notary Public in for Said County, _____.