

STATE OF GEORGIA
COUNTY OF FULTON

CONTRACTOR'S FINAL AFFIDAVIT AND RELEASE

Personally appeared before me, the undersigned, an officer duly authorized to administer oaths,
_____, who, being first duly sworn,
deposes and says on oath as follows:

1. He/She is _____
(Title)
of _____
(Contractor's Name)

(Address)

(hereinafter called "Contractor") and is duly authorized to make this Affidavit for and on behalf of Contractor, Contractor being bound by the terms hereof.

2. Contractor contracted with _____
(Tenant's Name)
(hereinafter called "Tenant") for performance of the construction of improvements to Tenant's showroom or premises located in the Building known as the **AMERICASMART 1** in the City of Atlanta, County of Fulton, being Space Number(s) _____, and being owned by **AmericasMart Real Estate, LLC, Delaware Limited Liability Co., acting by and through its managing agent, AMC, Inc., 240 Peachtree Street, NW., Atlanta, Georgia 30303** (hereinafter called "Landlord").

3. Said improvements have been fully completed in accordance with the terms of the contract with Tenant and with the working plans approved by Landlord and Tenant. Tenant has paid Contractor an

amount, when the final payment described hereinafter is included, which equals or exceeds the reasonable value of the work performed by the Contractor, and has paid all agreed upon sums.

4. All costs, bills, debts and charges whatsoever incurred for the aforesaid contract and work thereunder have been paid and satisfied in full and there are no outstanding unpaid obligations or bills due any persons, firms, or corporations for labor, services, materials, supplies or for the Contractor's work whatsoever incurred in and about the performance of said contract. No laborers or material suppliers have any claim or lien, either actual or inchoate, against said property by virtue of their having furnished labor or materials going into or toward the erection of the improvement of said property.

5. Contractor hereby accepts \$ _____, the receipt of which is hereby acknowledged, as final payment of all amounts due for performance of the work described by the contract and of any and all costs relating to the performance of the work thereunder.

6. Contractor further accepts the aforesaid amount as full payment and satisfaction of all claims, rights, demands or liens which the Contractor, its successors or assigns, has or may have, arising out of or in any way connected with the aforesaid construction project, against the Tenant or Landlord, as owner of the property on which the aforesaid construction work was performed, or against any property, real or personal, of the Tenant or Landlord.

7. Contractor hereby releases the Tenant and Landlord from any and all further claims, demands, rights, actions, or causes of action, or liabilities whatsoever in connection with or in any way related to the aforesaid contract or the work performed at the aforesaid project. Contractor agrees to indemnify and hold the Landlord harmless from any and all cost, expense, damage or loss, including all attorney fees, by reason of any lien, claim of lien, action, claim or demand of any type by any employee, agent, subcontractor,

supplier of materials or any person, firm or corporation arising from labor performed or materials or equipment furnished in connection with performance of the aforesaid contract.

8. Final payment, execution of final affidavit or release of the Tenant and Landlord shall not alter the continuing obligations, if any, of the Contractor or release the General Contractor from obligations of the contract, including, but not limited to, such responsibilities as may exist for warranty, defective work or maintenance.

9. This Affidavit is made under the provisions of O.C.G.A. Section 44-14-361, and is made for the purpose of inducing Tenant to pay the above stated balance of the contract for said construction and further for inducing Landlord, as owner of the Building in which said improvements were constructed, to allow Tenant its construction credit, and is further made for the purpose of inducing attorneys to issue their certificates of title to said described property.

Signed, Sealed and Delivered on the date shown.

Date: _____

(Signature of Deponent)

(Name of Contractor)

Sworn to and subscribed before me,

this _____ day of _____, 20____.

Notary Public (Please have notarized with official seal)

(Witness)

(Address)

UNCONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT

The contractor has been employed by _____
(Name of Tenant)

to furnish _____
(Describe materials and/or labor)

for the construction of improvements known as _____
(Title of the project or showroom)

which is located in the **AMERICASMART 1** in the City of Atlanta, County of Fulton, and

is owned by **AmericasMart Real Estate, LLC, Delaware Limited Liability Co., acting by and through its managing agent, AMC, Inc.**, and more particularly described as follows:

AmericasMart Real Estate, LLC, Delaware Limited Liability Co., acting by and through its managing agent, AMC, Inc., 240 Peachtree Street, NW., Atlanta, Georgia 30303.

Upon the receipt of the sum of \$ _____, the mechanic and/or material man waives and releases any and all liens or claims of liens or any right against any labor and/or material bond it has upon the foregoing described property.

Given under hand and seal this _____ day of _____ 20____.

Company Name

Signature

Notary Public

Witness

Address