

FORM F-3.2

FINAL RELEASE OF LIENS AND CLAIMS

SUBCONTRACTOR, CONSULTANT, SUPPLIER OR SUB-SUBCONTRACTOR* ACCEPTANCE OF FINAL PAYMENT AND
RELEASE OF LIENS AND CLAIMS

_____ [Subcontractor, Consultant, Supplier or Sub-subcontractor Name] (hereinafter "Releasor") hereby acknowledges that upon receipt from _____ [Contractor Name] ("Contractor") of the sum of \$ _____ such payment constitutes full and final payment ("Final Payment") of any and all amounts due to Releasor for labor performed and/or materials furnished or services provided by Releasor, and any and all of its Sub-Subcontractors and materialmen, pursuant to contract, or otherwise, including any and all change orders, extras, additions, substitutions and omissions through the date hereof (the "Contract"), in connection with the construction of _____ (the "Project") located at _____ (the "Property") (Project No. _____).

Releasor hereby represents and warrants to Contractor, the Norwood Company and Owner that (i) no mechanic's or materialman's lien or claim or notice of unpaid balance or right to file construction lien has been filed or served against the Property by Releasor, (ii) no mechanic's or materialman's lien or claim or notice of unpaid balance or right to file construction lien has been filed or served against the Property by any of its Sub-Subcontractors or materialmen who performed labor and/or furnished materials or provided services with respect to the Project, (iii) there is no basis for the filing of any mechanic's, materialman's or construction lien, any other claim, or notice with respect to the Project, and (iv) all Sub-Subcontractors and materialmen who were entitled to receive a portion of any progress payment previously paid to Releasor have been paid in full.

Upon receipt of Final Payment, Releasor, on behalf of itself, its predecessors, successors, and affiliates, for and in consideration of such payment made, hereby forever waives, releases, and relinquishes any and all liens, claims, and demands whatsoever, which it now has or might or could have on or against the Project, the Property, Contractor, the Norwood Company, Owner and Owner's successors and assigns, attorneys, affiliates, and lenders (collectively "Owner Releasees") for labor performed, materials furnished or services provided in connection with the Project.

Releasor further declares that by signing and sealing this instrument, Releasor shall be completely estopped from filing or maintaining any and all liens, claims, and notices against the Project and the Property, Contractor, the Norwood Company, and the Owner Releasees, and that in the event that any such lien, claim, or notice is filed or has been filed by Releasor or anyone acting through or under Releasor, Releasor shall immediately take steps to cause such lien, claim, or notice to be withdrawn, discharged, and satisfied. Releasor shall indemnify, defend, and hold harmless Contractor, the Norwood Company, and Owner Releasees from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the assertion by Releasor, or any of its Sub-Subcontractors or materialmen, of any construction lien or claim or the filing of any construction claim, lien, or notice against the Project or the Property or the failure to discharge mechanic's liens, claims, and other filings as aforesaid.

IN WITNESS WHEREOF, Releasor, intending to be legally bound hereby, has caused this instrument to be executed, under seal, as of this _____ day of _____, 20____.

RELEASESOR:
[Company Name]

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____ the _____ of _____, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first as above written.

Name:	
NOTARY PUBLIC in and for the State of [State]	
My appointment expires:	

[NOTARY SEAL]

*To the extent this Release is executed by a Sub-subcontractor, it is hereby understood and agreed that any reference to Final Payment made by "Contractor" shall refer to and mean "Subcontractor", and further, that any representations and warranties made herein shall inure to the benefit of Subcontractor in addition to Contractor and Owner.