

**GENERAL RELEASE AND
LIEN WAIVER
(PRIMARY SUBCONTRACTOR)**

A. Capstone Building Corp. is now indebted to the undersigned on account of labor and/or material furnished by the undersigned for use in construction of:

_____ (“Project”).

B. Capstone Building Corp. has requested the undersigned to furnish this Release prior to final payment in the amount of _____.

In consideration of the final payment to be made by Capstone Building Corp. and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned for itself, its successors and assigns, hereby releases and forever discharges Capstone Building Corp., its officers, directors, employees and agents and the Project Owner of and from all manner of debts, actions, causes of action, suits, covenants, contracts, and any and all claims and liabilities whatsoever in law and in equity, arising under or by virtue of its subcontract and/or purchase order with Capstone Building Corp. dated _____ 20 ____, and changes thereto (“subcontract”); and the undersigned further waives and releases all liens, claims or rights of lien on or against said Project and all claims against any payment or performance bonds related thereto, for and on account of labor and/or material furnished up to this date for the Project.

The undersigned warrants and represents that all bills, for material used, equipment rentals, labor performed and any other items furnished under the subcontract have been paid and satisfied. The undersigned further agrees to indemnify and holds harmless Capstone Building Corp. from any and all liens, financial obligations or claims, including costs and reasonable attorney’s fees, arising under said subcontract.

The undersigned acknowledges that the final payment will be full compensation for the work performed and/or materials supplied under said subcontract. The final payment is subject to Capstone Building Corp.’s right to recover from the undersigned any amounts later determined by Capstone Building Corp. or the Project Owner not to be reimbursable costs under the subcontract or under Capstone Building Corp.’s General Contract with the Project Owner.

It is specifically understood; however, that this Release shall take effect and enforceable only upon and after receipt by the undersigned of the final payment and this Release is given by the undersigned and is accepted by Capstone Building Corp. subject to such understanding.

Executed as a sealed instrument this _____ day of _____, 20_____.

COMPANY

Notary Public:

BY: _____

Commission Expires:

TITLE: _____