

**EXHIBIT B.2
WAIVER AND RELEASE UPON FINAL PAYMENT BY SUBCONTRACTOR**

STATE OF:
COUNTY OF:

SUBCONTRACT NO. _____

THE UNDERSIGNED MECHANIC AND/OR MATERIALMAN HAS BEEN EMPLOYED BY NEW SOUTH CONSTRUCTION COMPANY (NAME OF CONTRACTOR) TO FURNISH _____ (DESCRIBE MATERIALS AND/OR LABOR) FOR THE CONSTRUCTION OF IMPROVEMENTS KNOWN AS _____ (TITLE OF THE PROJECT OR BUILDING) WHICH IS LOCATED IN THE CITY OF _____, COUNTY OF _____, AND IS OWNED BY _____ (NAME OF OWNER) AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

(DESCRIBE THE PROPERTY UPON WHICH THE IMPROVEMENTS WERE MADE BY USING EITHER A METES AND BOUNDS DESCRIPTION, THE LAND LOT DISTRICT, BLOCK AND LOT NUMBER, OR STREET ADDRESS OF THE PROJECT.)

UPON THE RECEIPT OF THE SUM OF \$_____, THE MECHANIC AND/OR MATERIALMAN WAIVES AND RELEASES ANY AND ALL LIENS OR CLAIMS OF LIENS IT HAS UPON THE FOREGOING DESCRIBED PROPERTY OR ANY RIGHTS AGAINST ANY LABOR AND/OR MATERIAL BOND ON ACCOUNT OF LABOR OR MATERIALS, OR BOTH, FURNISHED BY THE UNDERSIGNED TO OR ON ACCOUNT OF SAID CONTRACTOR FOR SAID PROPERTY.

SWORN AND SUBSCRIBED BEFORE ME
THIS DAY _____ OF _____, 20__.

GIVEN UNDER HAND AND SEAL
THIS DAY _____ OF _____, 20__.

(NOTARY PUBLIC)

(SIGNATURE)

PRINT NAME

TITLE AND COMPANY

NOTICE: WHEN YOU EXECUTE AND SUBMIT THIS DOCUMENT, YOU SHALL BE CONCLUSIVELY DEEMED TO HAVE BEEN PAID IN FULL THE AMOUNT STATED ABOVE, EVEN IF YOU HAVE NOT ACTUALLY RECEIVED SUCH PAYMENT, 60 DAYS AFTER THE DATE STATED ABOVE UNLESS YOU FILE EITHER AN AFFIDAVIT OF NONPAYMENT OR A CLAIM OF LIEN PRIOR TO THE EXPIRATION OF SUCH 60 DAY PERIOD. THE FAILURE TO INCLUDE THIS NOTICE LANGUAGE ON THE FACE OF THE FORM SHALL RENDER THE FORM UNENFORCEABLE AND INVALID AS A WAIVER AND RELEASE UNDER O.C.G.A. SECTION 44-14-366.

**EXHIBIT B.2.2
FINAL AFFIDAVIT AND WAIVER OF LIEN BY SUBCONTRACTOR**

STATE OF: _____

COUNTY OF: _____

RE : _____ SUBCONTRACT NO. _____

(NAME OF PROJECT)

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR SAID STATE AND COUNTY,

(NAME)

(TITLE)

OF _____, (WHICH IS HEREINAFTER CALLED "SUBCONTRACTOR") WHO BEING DULY SWORN STATES ON OATH THAT:

SUBCONTRACTOR HAS PAID IN FULL ALL DEBTS, OBLIGATIONS AND LIABILITIES DUE OR TO BECOME DUE BY SUBCONTRACTOR TO ALL PARTIES (INCLUDING, WITHOUT LIMITATION, ALL DEBTS, OBLIGATIONS AND LIABILITIES FOR LABOR, MATERIALS, EQUIPMENT OR SERVICES, AND FOR ALL LOCAL, STATE OR FEDERAL TAXES (INCLUDING BUT NOT LIMITED TO ANY SALES AND USE TAXES), OR CHARGES, AND FOR ANY DAMAGES TO OTHERS) WHICH HAVE BEEN INCURRED BY SUBCONTRACTOR, OR WHICH HAVE ARISEN, IN CONJUNCTION WITH WORK DONE, OR LABOR AND/OR MATERIALS FURNISHED, BY SUBCONTRACTOR TO NEW SOUTH CONSTRUCTION COMPANY FOR

(TYPE OF WORK OR MATERIALS)

ON THE _____
(NAME OF PROJECT)

WHICH IS LOCATED AT _____
(LOCATION)

THIS AFFIDAVIT AND WAIVER IS MADE AND GIVEN UPON AND IN EXCHANGE FOR FINAL PAYMENT OF ALL SUMS DUE SUBCONTRACTOR BY NEW SOUTH CONSTRUCTION COMPANY UNDER THE TERMS OF SAID SUBCONTRACT, AND IN CONSIDERATION THEREFOR SUBCONTRACTOR WAIVES AND RELEASES ANY AND ALL CLAIMS, CLAIMS UPON ANY BONDS, AND ALL LIENS OR RIGHTS TO LIENS, AGAINST NEW SOUTH CONSTRUCTION COMPANY AND/OR

(OWNER)

FOR THE AMOUNTS DUE AND OWING TO SUBCONTRACTOR BY VIRTUE OF THE PERFORMANCE BY SUBCONTRACTOR OF SAID SUBCONTRACT, OR THE FURNISHINGS BY SUBCONTRACTOR OF THE LABOR AND/OR MATERIALS DESCRIBED ABOVE, OR FOR ANY OTHER REASON.

SUBCONTRACTOR HEREBY ACKNOWLEDGES THAT THE COMPLETION DATED FOR THIS PROJECT IS ESTABLISHED AS.

THE ABOVE STATEMENTS ARE MADE BY THE UNDERSIGNED ON BEHALF OF SUBCONTRACTOR.

SWORN TO AND SUBSCRIBED BEFORE ME THIS

(SIGNATURE)

_____ DAY OF _____, 20_____.

(NOTARY PUBLIC)