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Rev. 05/18/16

Exhibit D

FINAL WAIVER OF LIENS AND CLAIMS, AFFIDAVIT OF PAYMENT, AND INDEMNITY

For and in consideration of the sum of **$**_____ (the "Final Payment"), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, being paid by John G. Johnson Construction Co. ("Contractor") and/or one of its subcontractors to _____("Subcontractor" or "Lower-Tier Subcontractor"), which sum represents the total amount due and payable to Subcontractor or Lower-Tier Subcontractor for all work performed and materials and services furnished in furtherance of the construction improvement project known generally as the Fairfax/Mixed Use Project located at E 105th St. & Cedar Ave. Cleveland, 44106, Cuyahoga County, Ohio (the "Project") which premises are further known as **JOB #** 1043 21 - Fairfax/Mixed Use, Subcontractor or Lower-Tier Subcontractor unconditionally waives and releases all mechanic's lien claims and/or attested account claims, rights of mechanic's lien and/or attested account claims, payment bond claims, and all other demands, damages, causes of action, and other claims of whatever nature or description against Contractor, the Project owner(s), the Project, the Project lessees, Contractor's payment bond surety, or any person or entity relating in any manner whatsoever to the Project when the check clears the bank upon which it is drawn. Subcontractor or Lower-Tier Subcontractor acknowledges and represents that the Final Payment represents full and final payment for all work, labor, materials, equipment, tools and services supplied to or in furtherance of the Project (including without limitation extra work, retainage, accrued interest, fringe benefits, union dues, and impact claims), and that no additional sum is or will hereafter be claimed due by Subcontractor or Lower-Tier Subcontractor for such work, services or materials against or from any person or entity, including without limitation the Project owner(s), the Contractor, the Project, Contractor's payment bond surety, or any Project lessee(s).

Subcontractor or Lower-Tier Subcontractor further represents and warrants that it has paid all of its laborers, subcontractors, vendors, unions, and suppliers in full, or that the proceeds of the Final Payment will be applied solely and exclusively to the payment of the persons or entities that have supplied labor, materials, equipment, services or tools to Subcontractor for the Project to fully and completely resolve all of Subcontractor's or Lower-Tier Subcontractor's Project-related debts. Subcontractor or Lower-Tier Subcontractor agrees to defend, indemnify and hold the Contractor harmless from and against any and all liens, claims, rights, debts, demands, actions, or causes of action of every kind or nature that may be asserted by any laborers, suppliers or subcontractors of Subcontractor or Lower-Tier Subcontractor to recover sums due for labor, materials or equipment furnished in furtherance of the Project. Subcontractor or Lower-Tier Subcontractor understands that the representations and warranties in this instrument are a material inducement to Contractor's release of Final Payment to Subcontractor or Subcontractor's payment to Lower-Tier Subcontractor.

DATE: _____, 20____ _____

By: _____

Its: _____

State of _____)
) SS:
County of _____)

Before me, a notary public in and for said county and state, personally appeared the signatory hereof who signed the same in my presence, and who acknowledged that he/she is authorized to and did sign the foregoing, and that the same was his/her free act and deed on behalf of _____, this ____ day of _____, 20___.

_____
Notary Public