

EXHIBIT G-8**UNCONDITIONAL FINAL LIEN AND CLAIM WAIVER BY SUBCONTRACTOR**

This Unconditional Final Lien and Claim Waiver by Subcontractor is made by \_\_\_\_\_ (“**Subcontractor**”) a subcontractor/supplier to John G. Johnson Construction Company (“**Contractor**”) relating to a relationship and contract with Contractor for performing and/or furnishing of all work, labor, services, materials, supplies and/or equipment in connection with the Beecher Terrace Phase IV Public Improvements project generally located on three blocks bounded by Fisk Court on the north, 10th street to the east, W. Muhammed Ali to the south and 13th Street to the east and a fourth block bounded by W. Liberty Court to the north, 12th Street to the east, Fisk Court to the south and 13th Street to the west, all in Louisville, Kentucky (the “**Project**”).

For and in consideration of the payment to Subcontractor of \$ \_\_\_\_\_, the receipt and sufficiency of which is hereby acknowledged, Subcontractor agrees as follows:

Subcontractor for itself, its officers, directors, employees, agents, shareholders, parent and subsidiary companies, affiliates, divisions, insurers, partners, members, successors and assigns, and anyone claiming through or under them, or any of them, hereby waives, releases and forever discharges Contractor, the Project, McCormack Baron Salazar Development, Inc. (“**Owner**”), Owner’s representative, Owner’s lenders, investors, and mortgagees, Beecher I, LLC, Beecher II, LLC, Beecher III, LLC, Beecher IV, LLC, the City of Louisville, Kentucky, the U.S. Department of Housing and Urban Development, the Louisville Metro Housing Authority, McCormack Baron Salazar, Inc., McCormack Baron Management, Inc., the Owner’s consultants, the Architect, the Architect’s consultants, and their respective general and limited partners, members, officers, directors, shareholders and affiliated companies, (including parent and subsidiary companies), agents, employees, representatives, successors and assigns (collectively, the “**Releasees**”), of, from and against all causes of action, suits, debts, accounts, bonds, contracts, promises, damages, liens (including, but not limited to, mechanic’s, materialmen’s, architect’s or engineer’s liens), encumbrances, judgments, claims and demands whatsoever (including, without limitation, claims, liens and/or demands for additional compensation related to any and all acceleration, delay, cumulative impact, loss of efficiency or productivity, inconvenience, increased supervision, overhead, profit, general conditions, or other costs, expenses, or damages which have been or may be incurred by Subcontractor), whether arising in law or equity, whether arising under the laws of the State of Kentucky or any other jurisdiction, whether known or unknown, accrued or unaccrued, suspected or unsuspected, contingent or liquidated, which Subcontractor ever had, now has or might hereafter have against Releasees, jointly or separately, as a result of the performance and/or supply of any Work, labor, services, equipment or material for the Project.

Subcontractor hereby certifies and warrants that all work, labor, services, materials, wages and/or equipment engaged, used and/or contracted for by it in connection with the Project have been paid in full and that Subcontractor will defend, indemnify and hold the aforesaid Releasees harmless against all mechanics’ and/or materialmen’s liens, claims, demands, causes of action, damages, costs or other liens or encumbrances in any way connected with, related to or arising out of any claim for compensation by any other party for work, labor, services, materials, and/or equipment incorporated into, performed or furnished in connection with the Project, and/or for the aforesaid building and premises, by Subcontractor, or any of its sub-subcontractors, materialmen or suppliers of any tier.

