



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 _____ ("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 Beecher IV – Buildings Project 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") which premises are further known as **JOB # 1083 23 – Beecher IV - Buildings**, 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. 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 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).

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 Lower-Tier Subcontractor's Project-related debts. 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 Lower-Tier Subcontractor to recover sums due for labor, materials or equipment furnished in furtherance of the Project. 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's payment to Lower-Tier Subcontractor.

DATE: _____, 20__

Name of Subcontractor _____

By (print name) _____

Its: _____

State of _____

County of _____

Signature: x _____

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

_____ (Name of Lower-Tier Subcontractor), this _____ day of _____, 20__.

Notary Public