

EXHIBIT E

FINAL WAIVER OF MECHANIC=S OR MATERIALMAN=S LIEN

FROM: [Contractor]
(Name of sub-contractor or contractor and referred to in this Waiver as the Undersigned@)

RE: [Location]
and legally described as follows:

See Exhibit AA@ (Attached)

General Contractor: [Name]

Effective date of this Final Waiver of Mechanic=s or Materialman=s Lien: _____

This Final Waiver of Lien has been executed and delivered in accordance with the following terms and conditions:

1. This final waiver has been executed to waive and release any labor or materialman=s lien to which the undersigned otherwise would have been entitled under the revised Statutes of North Carolina or any other Statute authorizing a similar lien against real property to secure payment for labor, materials, or services.
2. This final waiver relates only to the above described real estate and the improvements located thereon.
3. This Final Waiver shall be effective to waive, release, satisfy, and discharge any right to assert any mechanics, labor or materialman=s lien on or with respect to the above described real property and improvements thereon for any and all labor or services performed, material furnished or improvements installed upon the above described real property at any time prior to the above specified effective date of this Waiver.
4. This Final Waiver shall be effective with respect to all such labor or services performed, materials furnished, or improvements lactated upon the above described real property by the undersigned prior to the above specified effective date of this Waiver, regardless of whether the consideration paid to the undersigned in exchange for this Final Waiver is greater than, less than, or equal to the amount of any billing or invoices which have been presented to the Owner (or Owner=s agent) by the undersigned for said labor, materials, or services. In other words, this Final Waiver does not relate to any particular invoice or billing, rather it relates to all materials, service, or labor performed or delivered by the undersigned prior to the effective date of this Final Waiver.
5. This Final Waiver has been executed and delivered in consideration of the final payment required under the contract in the amount of _____ to the undersigned. The undersigned stipulates and agrees that this final amount is full and adequate consideration for the contract and the execution and delivery of this Final Waiver, and hereby acknowledges receipt of same.
6. The undersigned has furnished labor, material, equipment, or services in connection with the construction of improvements to the above described real estate pursuant to a contract with either the General Contractor to the Owner or the Owner of the above described real estate.
7. The undersigned represents and warrants that the undersigned has either executed this Final Waiver on behalf of the undersigned as an individual or on behalf of the below named business or firm. If the below named business is a Corporation of Partnership, the undersigned represents that the undersigned has been expressly authorized to execute this Final Waiver by the Directors or Partners of said, firm, that this Final Waiver is binding upon the undersigned and the Shareholders and/or

Final Lien Waiver
[Property]

Directors or Partners of said firm and the heirs, executors, successors, administrators, and assigns of the undersigned and the below named firm.

- 8. This Final Waiver has been executed by the undersigned with the knowledge that it will be relied upon by the Owner and various lenders to the Owner and by various purchasers, title insurance companies, and other interested parties.

- 9. This Final Waiver is unconditional and shall be deemed effective upon the delivery of this Final Waiver to either the owner or the General Contractor to the Owner. The effectiveness of this Final Waiver is not contingent upon any payments in addition to the amount specified above in paragraph (5) of this Final Waiver.

- 10. In the event the undersigned has in turn subcontracted with third parties for the furnishing of labor, materials, or services in connection with the construction of improvements on the owner=s real estate, then this Final Waiver is intended also to be effective to waive, release, and satisfy any mechanic=s lien claims which otherwise might have been asserted by the undersigned=s sub contractors or employees. The undersigned hereby agrees to indemnify and to hold the Owner harmless from any mechanic=s lien which might be asserted by any sub-contractor or employee of the undersigned for labor or services performed or materials furnished at any time prior to the effective date of this Final Lien Waiver. The undersigned shall also indemnify and hold the Owner harmless with respect to any attorney=s fees, court costs, or their reasonable expenses incurred in enforcing this hold harmless agreement against the undersigned should the undersigned fail to pay said employees to subcontractors for labor or services performed or materials furnished with respect to the Owner=s real estate prior to the effective date of this Final Lien Waiver.

IN WITNESS WHEREOF, this Final Waiver has been executed this ____ day of _____, 20____.

Name of Firm or Person [Contractor]
 Executing Final Waiver:
 By: _____
 (Authorized Representative)

Witness: _____

STATE OF _____)
) SS
 COUNTY OF _____)

On this ____ day of _____, 20____, personally appeared before me _____ who did state upon his/her oath and upon being duly sworn that he/she was duly authorized to execute the foregoing Final Mechanic=s Lien Waiver, that this Final Mechanic=s Lien Waiver is binding upon the above named firm or person referred to in the above Final Waiver, and that this Waiver has been executed as the free act and deed of said firm or person and for the purposes above stated.

Notary Public

My Commission Expires:

Final Lien Waiver
[Property]