 **AFFIDAVIT, RELEASE AND WAIVER OF LIEN**

 **PARTIAL FINAL**

I, being duly sworn, state that has contracted with

 (Name, Please Print) (Contractor)

 Avenue Construction, Inc. to furnish certain materials and/or labor for the following: Job No: 23-03-001

App. No: \_\_\_ known as­­­­­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, for

which Avenue Construction, Inc. serves as general contractor, and do hereby further state on behalf of the

aforementioned:

Subcontractor/Supplier:

***AFFIDAVIT***

 ***PARTIAL WAIVER*** There is due from Avenue Construction, Inc. the sum of: $

Receipt of which is hereby acknowledged (unconditional waiver); or

The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial Waiver of Lien which is given solely with respect to said amount and is effective upon receipt of such payment (conditional waiver).

 ***FINAL WAIVER*** The final balance due from Avenue Construction, Inc. is the sum of:

$

Receipt of which is hereby acknowledged (unconditional waiver); or

The payment of which has been promised as the sole consideration of this Affidavit, Release and Partial Waiver of Lien which shall become effective upon receipt of such payment (conditional waiver).

**THEREFORE**, the undersigned waives and releases unto Plainfield Healthcare Real Estate, (“Owner”), as owner of the project and the real estate on which it is located, any and all liens or claims whatsoever on the above-described property and improvements thereon on account of labor, material and/or services provided by the undersigned, subject to the limitations or conditions expressed herein, if any; and further releases claims of any nature against the Owner and Sabra. The undersigned further certifies that all parties who have provided labor, materials and/or services for said work have been fully paid, or will be fully paid out of the payment contemplated herein, if any, such that no other party has or shall have any claim or right to a lien on account of labor, materials and/or services provided to the undersigned for said project and within the scope of this Affidavit, Release and Waiver of Lien.

**I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FOREGOING STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.**

 (Contractor Name) (Representative Signature) (Title, please print)

STATE OF: Subscribed and sworn to before me this

 \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_,

COUNTY OF: (Day) (Month) (Year)

Notary Public: Commission Expires: