SCHEDULE H-2

FINAL WAIVER OF LIEN/RELEASE OF CLAIMS

PARISH/COUNTY OF

STATE OF

WHEREAS {insert subcontractor’s name} (“Subcontractor”) has been engaged by Cajun Industries, LLC (“Contractor”) to furnish labor and or materials under a subcontract dated {insert date of subcontract or purchase order} (“Subcontract”) for or in connection with the construction of the {insert project name} (“Project”), which is located in the city of {insert city} , State of {insert state} and is the subject of that contract between Contractor and {insert Cajun’s client’s name} (“Client”).

KNOWN ALL MEN BY THESE PRESENTS:

1. For and in consideration of the receipt of the sum of ($ ), the amount of final payment, the receipt and sufficiency of which is hereby acknowledged, Subcontractor hereby releases and waives any and all liens, lien rights, claims, or demands of any kind whatsoever that Subcontractor now has or might have against Contractor, Client, and/or the owner of the immovable property upon which the Project is located, arising out of the performance of the Subcontract.

2. The undersigned hereby certifies that all work required under the Subcontract has been performed in accordance with the terms thereof and in accordance with all applicable laws and ordinances; that all material, labor and equipment have been paid and satisfied in full and that there are no outstanding claims of any character (including disputed claims or any claims to which Subcontractor has or will assert any defense) arising out of the performance of the Subcontract that have not been paid and satisfied in full.

2. The undersigned warrants that all of its laborers, lower-tier subcontractors, material and equipment suppliers, and equipment lessors have been paid in full, or will be paid from the proceeds of such payment, regarding all work, services, material, or equipment supplied, and/or labor performed on the Project to the extent of such payment and that, to the best of his knowledge and belief, there are no unsatisfied claims for subcontractors or the public at large arising out of the performance of the contract, or any suits or claims for any other damage of any kind, nature or description which might constitute a lien upon the immovable property on which the Project is situated. Subcontractor agrees, at its sole cost and expense, to defend, indemnify, and hold harmless Contractor, Client, and/or the owner of the immovable property on which the Project is situated from any and all attorneys’ fees, costs, claims, liens, rights to lien, and privileges relating directly or indirectly to labor, work, materials or equipment provided to and/or used on the Project by any and all of Subcontractor’s laborers, lower-tier subcontractors, material and equipment suppliers, and equipment lessors for labor, work, materials, or equipment provided on the Project to the extent of such payment.

3. Subcontractor does hereby covenant, warrant, and represent that it has not assigned the whole or any part of the monies to be paid to it on the inducement of this release and waiver and further, that Subcontractor shall hold said funds in trust to the extent necessary to discharge the claims of all suppliers and laborers who have furnished material or performed labor to date in connection with the Subcontract, and further does covenant and agree to execute, acknowledge, and deliver all such further releases and other instruments as Contractor shall require for the better releasing of any and all claims that Subcontractor could have or claim as of the date hereof.

4. The foregoing shall not relieve Subcontractor of its obligations under the provisions of the Subcontract, as amended, or applicable law that have not been expressly and specifically released or discharged herein or by their nature survive completion of the Subcontract, including, without limitation, warranties, guarantees, and indemnities, all as set for in the Subcontract.

This day of , 20 .

 (Affix Corporate Seal Here)

#  Signature

 Printed Name

 Title

 Firm

THUS SIGNED AND SEALED before me the undersigned notary public in and for the aforementioned State and Parish/County this day of 20 .

 Notary Public

 Printed Name:

Notary Number:

My Commission Expires: