

# Exhibit 8

## FINAL RELEASE AND WAIVER OF LIENS AND CLAIMS

Certificate and Affidavit made this \_\_\_ day of \_\_\_\_, 20\_\_, by \_\_\_\_\_, a subcontractor/supplier to Eagle Associates of Cazenovia, LLC. under a subcontract/purchase order dated the \_\_\_ day of \_\_\_\_, 20\_\_, with respect to work on a Project known as \_\_\_\_\_.

### **KNOW ALL MEN BY THESE PRESENTS:**

1. The undersigned hereby certifies that there is due and payable under the above-referenced *Subcontract/Purchase Order* and duly approved *Change Orders* thereto and modifications thereof the undisputed balance of \$\_\_\_\_\_ and agrees that this is the last payment due.
2. The undersigned further certifies that all work required under this *Subcontract/Purchase Order* including all work required under *Change Orders* thereto has been performed in accordance with the terms thereof, and that there are no claims of laborers or mechanics for unpaid wages arising out of the performance of this *Subcontract/Purchase Order* and the wages paid by the *Subcontractor* and all of his *Subcontractors* were in conformity with the *Subcontract/Purchase Order* provisions relating to said wages.
3. Except for the amount stated in *Paragraph 1* hereof, the undersigned has received from *Eagle Associates of Cazenovia, LLC.* all sums of money payable to the undersigned under or pursuant to the aforementioned *Subcontract/Purchase Order*, including any changes or modifications thereof.
4. That in consideration of the payment of the amount stated in *Paragraph 1* hereof, the undersigned does hereby release *Eagle Associates of Cazenovia, LLC.* from any and all claims arising under or by reason of this *Subcontract/Purchase Order* and does for itself and its successors and assigns hereby waive, release and relinquish any and all Right of Liens against and claims of action, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law or in equity, which against the said Project or improvements thereto and/or *Eagle Associates of Cazenovia, LLC.* it ever had, now has or which it or its successors or assigns, hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the work to the day of the date of these presents; provided, however, that if for any reason *Eagle Associates of Cazenovia, LLC.* does not pay in full the amount stated in *Paragraph 1* hereof, said deduction shall not affect the validity of this Release but the amount so deducted shall be released upon payment thereof.
5. That as additional consideration for this full and final payment the undersigned agrees that, should any *Subcontractor, Material man, Laborer* or anyone performing any service by or through the undersigned file any lien or make any claim for any additional payment after the date hereof, that the undersigned shall bond or otherwise discharge any liens so filed and shall indemnify and hold *Eagle Associates of Cazenovia, LLC.* and the *Owner* harmless from any and all claims raised by any such person subsequent to the date hereof.
6. The undersigned hereby grants *Eagle Associates of Cazenovia, LLC.* the right to review and audit any and all books and records of the undersigned at anytime for verification.
7. The undersigned hereby represents that it has properly applied all funds received for valid trust purposes before using funds for any other purposes. In addition, the undersigned represents that, if the undersigned has Collective Bargaining Agreements with any union, all fringe benefits that are required to be paid on the Project have been paid.
8. This *Release and Waiver of Liens and Claims* may not be changed orally.

CERTIFICATE OF THE SUBCONTRACTOR OR SUPPLIER: **FALSE STATEMENTS MAY FORM THE BASIS FOR PERJURY.**

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Company seal)

(NAME OF SUBCONTRACTING ENTITY)

By: \_\_\_\_\_

**Attest Here If Subcontracting Entity Is A Corporation:**

STATE OF NEW YORK }  
 }ss:  
COUNTY OF \_\_\_\_\_ }

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the subscriber, came \_\_\_\_\_, to me known, who being by me duly sworn on oath, did depose and say that: he resides in \_\_\_\_\_, and that he is the \_\_\_\_\_ (title) of \_\_\_\_\_ (name of entity), the company described in, and which executed, the foregoing Final Release and Waiver of Liens and Claims and that he signed his name thereto by order of the Board of Directors; and that he has read the foregoing Final Receipt and Waiver of Liens and Claims by him subscribed.

Under the penalties and pains of perjury, affiant further states that the matters and things stated therein are, to the best of his knowledge and belief, true.

\_\_\_\_\_  
(Signature of Affiant)

Subscribed and sworn to me this \_\_\_\_\_ day of, 20\_\_.

\_\_\_\_\_  
Notary Public

**Attest Here If Subcontracting Entity Is A LLC:**

STATE OF NEW YORK }  
 }ss:  
COUNTY OF \_\_\_\_\_ }

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the subscriber, came \_\_\_\_\_, to me known, who being by me duly sworn on oath, did depose and say that: he resides in \_\_\_\_\_, and that he is a [circle one] **Member/General Manager** of \_\_\_\_\_, LLC [name of entity], the company described in, and which executed, the foregoing Final Release and Waiver of Liens and Claims and that he signed his name thereto with authority duly vested in him by said company's operating agreement; and that he has read the foregoing Final Receipt and Waiver of Liens and Claims by him subscribed.

Under the penalties and pains of perjury, affiant further states that the matters and things stated therein are, to the best of his knowledge and belief, true.

\_\_\_\_\_  
(Signature of Affiant)

Subscribed and sworn to me this \_\_\_\_\_ day of, 20\_\_.

\_\_\_\_\_  
Notary Public

