



**EXHIBIT C-3
Sub-Subcontractor/Supplier Affidavit Regarding
UNCONDITIONAL WAIVER,
Release of Lien and/or Bond Rights & Indemnity ["Affidavit"]**

PRIME CONTRACTOR: CG Schmidt, Inc. ["CGS"]

SUBCONTRACTOR:

PROJECT NAME & ADDRESS:

PROJECT OWNER:

SUB-SUBCONTRACTOR/SUPPLIER ["Claimant"] NAME & ADDRESS:

**DATE OF LAST WORK/SUPPLIES FURNISHED COVERED UNDER THIS
AFFIDAVIT ["Affidavit Period"]:** _____, 20____

The undersigned, being first duly sworn on oath, states and acknowledges as follows:

1. I am the duly authorized agent for the above Claimant, which has authorized me to make this Affidavit, to make the assertions, and to grant the waivers, releases and indemnities set forth below, on its behalf. I hereby confirm that all of the facts and recitations in this Affidavit are true and correct.
2. This Affidavit is submitted by Claimant to support its entitlement to obtain payment regarding anything provided to the Project, including but not limited to all site inspection, labor, supervision, administration, services, materials, tools, fixtures and equipment, delivered and incorporated into, furnished or used in performance of, or stored off site from the Project; all trade union and related benefit fund compensation and benefits; federal, state and local employment, sales, and other taxes and royalties; bonuses and other fringe benefits; licenses, permits, approvals, tariffs, duties or similar charges; shop drawings, and other submittals furnished by Claimant or its subcontractors and suppliers of every tier ["Work"] for the Affidavit Period.
3. Claimant hereby forever waives and releases CGS, the Project Owner, Subcontractor, their sureties, lenders and guarantors, any title companies examining or updating title to the Project property, and their respective successors and assigns, in and to all of Claimant's rights existing now or arising hereafter a) to assert a construction lien upon the real property or improvements of the Project or a bond claim against CGS, Subcontractor and/or any surety for its own Work; and b) to assert or allege any other claims or causes of action arising out of the Project for the Affidavit Period.
4. Claimant affirms it has paid and fully satisfied all amounts due, and/or has actual knowledge that amounts owed have been fully paid to, its subcontractors, suppliers, trade unions and benefit funds of every tier for their respective portions of the Work that are the subject of all of Claimant's preceding Affidavit Periods.
5. Claimant has a) not assigned its lien and/or bond rights to any other party, b) not given or executed any agreement creating a security interest in or to the labor, materials, fixtures, appliances, or equipment it has furnished for the Project, and c) is able to convey clear title to them in exchange for receipt of payment for the above Application for Payment.



EXHIBIT C-3 (continued)
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6. Claimant agrees to indemnify and hold harmless CGS, Subcontractor, their respective sureties, the Project Owner, its lenders, guarantors, and the title company insuring the Project (if any): a) for all losses, costs, damages, expenses, demands and allegations of whatever kind or character, and any lien or bond claims or assertion of rights in and to improved property (including all reasonable attorney fees and any costs of collection and appeal) directly or indirectly arising from or relating to Claimant's Work performed on the Project through the Affidavit Period and for each of the last preceding Affidavit Periods for its subcontractors and suppliers of every tier, and their lenders, guarantors, sureties, trade unions, assigns or other third parties (collectively, "Lien/Bond Claims"); b) for all rights waived or released in this Affidavit, and c) any misrepresentation or inaccuracy in this Affidavit. In the alternative, at CGS' option, it may tender defense, and Claimant agrees to undertake such defense, of Lien/Bond Claims at Claimant's sole expense.

Dated this ____ day of _____, 20____.

Claimant: _____

By: _____

Title: _____

Date: _____

Subscribed and sworn to before me
this ____ day of _____, 20____.

Notary Public, State of _____
My Commission Expires: _____