



EXHIBIT H – FINAL WAIVER OF LIEN AND AFFIDAVIT

State: _____ County: _____

THE UNDERSIGNED, being duly sworn, deposes and says that he/she is _____ (title), for _____ (Vendor), and has been contracted by **Tober Building Company, LLC** to furnish _____ (scope of work) for the PROJECT located at **1120 15th Street NW Canton, OH 44704** (street address), for which **Lehman Housing Partners, LP** (owner's name) is the owner. That the total amount of the agreement including extras is \$ _____ on which we have received payment of \$ _____ prior to this payment.

That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished labor, material and equipment, or all for said work and all parties having contracts or subcontract(s) for specific portions of said work or for material entering into construction thereof and the amount due or become due to each, and that the items mentioned include all labor, material and equipment required to complete said work according to plans and specifications. That there are no other contracts for said work outstanding, and there is nothing due or to become due to any person for labor, material and equipment or other work of any kind done or to be done upon or in connection with said work other than above stated.

ON RECEIPT BY THE UNDERSIGNED, of a check from _____ in the sum of \$ _____ payable to _____ (Vendor) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to and other good and valuable consideration, the undersigned waives and releases any and all lien or claim of, or right to, lien, under the Statutes of the State of Ohio, relating to mechanic's liens, with respect to and on said above described premises, and the improvement thereon, and on the material, fixtures, apparatus or machinery furnished and on the monies, funds or other considerations due or to become due from the Owner, on account of labor, services, material, fixtures, apparatus or machinery, heretofore furnished or which may be furnished at any time hereafter by the undersigned for the above described premises, including extras as heretofore described.

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, the corporate name must be used and the title of the officer signing waiver should be set forth. If waiver is for a partnership, the partnership name should be used, a partner should sign and designate himself as "Partner."

Signed this _____ day of _____, 20__.

Signature

Printed Name

Notary Public

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

Notary Signature: _____

(Notary Stamp/Seal)