

**EXHIBIT 9
SUBCONTRACTOR FINAL WAIVER AND RELEASE**

Project **The Colony Apartments**

Job No. **20041-07**

The undersigned, _____, ("Subcontractor") who has, under an agreement with **Marous Brothers Construction** ("Contractor"), furnished certain materials, equipment, services, and/or labor for the project known as the **The Colony Apartments** (the project), which is located in **Covington**, Kentucky, and more particularly described on **Attachment A**, attached hereto (the "Property").

In consideration of payment of the full amount of contract price and all other amounts due to Subcontractor under its agreement with Contractor, Subcontractor waives and releases any and all liens and claims of lien for labor, materials, and equipment against **Colony Preservation Owner LLC c/o Fairstead Affordable LLC, 250 West 55th Street, 35th Floor New York, NY 10019** ("Owner"), Contractor, the Project, and the Property, and any right against any labor and/or material bond Subcontractor has, may have had or may have in the future arising out of Subcontractor's performance of work on the Project.

Subcontractor represents and warrants that all of its payment obligations relating to or arising out of its work on the Project have been fully satisfied, including, but not limited to obligations relating to:

- Employees, laborers, and sub-subcontractors employed by the Subcontractor; and
- Labor, materials, equipment and supplies furnished by others to the Subcontractor

This Final Lien Waiver is freely and voluntarily given and the Subcontractor acknowledges and represents that it has fully reviewed the terms and conditions of this Final Lien Waiver, that it is fully informed with respect to the legal effect of this Final Lien Waiver, and that it has voluntarily chosen to accept the terms and conditions of this Final Lien Waiver in return for the payment recited above.

(NAME OF SUBCONTRACTOR)

By: _____

Title: _____

AFFIDAVIT

STATE OF _____

COUNTY OF _____:

On this _____ day of _____, 202____, before me appeared the above-
signed, known or identified to me personally, who, being first duly sworn, did say that the
information provided in this document is true and accurate, this document was signed under oath
personally and on behalf of Subcontractor, and that this Affidavit was executed as a free act
and deed of Subcontractor.

Notary Public

My term expires (date):_____