

PARTIAL WAIVER OF LIEN; EXPRESS WARRANTY; ASSIGNMENT OF MANUFACTURERS/DISTRIBUTORS WARRANTIES

I.

Waiver of Lien

Waiver of Lien. The undersigned, either general contractor or subcontractor or material furnisher, or other person furnishing labor or materials in construction or repair of improvement in real estate leased or to be leased by Kirklands Stores, Inc., dba Kirklands # _____ (Kirklands) in the following shopping center: _____, owned by: _____ (Landlord), in consideration of the contract to furnish labor and/or materials therefore entered into with Kirklands, and the benefits accruing to the allow improvement thereof, do hereby waive, release, and quitclaim in favor of Kirklands and Landlord or any person or entity making a loan on or insuring the title to such Property (and their respective heirs, successors, and assigns, including purchasers thereof) any and all of the undersigned's rights at any time existing to have or assert a lien upon the Property and any improvement(s) thereon or made thereto, arising by reason of any and all laws of the state where the Property is situated.

Representation and Warranties. Further, the undersigned represents and warrants that: (a) the undersigned has the right and power to execute and deliver the Waiver and Release of lien rights; (b) the undersigned has not assigned and will not assign to others not a party hereto its lien rights or claims to payment; (c) all laborers or furnishers of material or service of equipment have been fully paid and that none of such furnishers of labor, services or materials or equipment has asserted or will at anytime in the future assert a claim or lien against the Property for any reason, including specifically, failure of payment by or to the undersigned; (d) no claim or notice of lien or security agreement or interest or financing statement has been given, filed or perfected by the undersigned; (e) the undersigned (if the general contractor) has paid, and agrees to pay promptly, according to the terms and prior to delinquency, any and all sums due and owing to persons or entities furnishing labor, services, materials, and equipment to the Property; and (f) the undersigned (if a subcontractor) has been paid in full all sums due in accordance with the contract pertaining to the Property; if not paid in full, the undersigned agrees to look solely to and proceed only against Kirklands and not the Property or the Landlord for sums due and owing to the undersigned in accordance with its contract pertaining to improvement of the Property.

II.

Express Warranty; Assignment of Manufacturers/Distributors Warranties

Express Warranty. The undersigned, in consideration of sums paid to or promised to be paid in accordance with undersigned's contract to improve the Property, hereby warrant(s) and represent(s) to Kirklands (and the general contractor, if applicable, and Landlord to the extent required in accordance with Kirklands lease) that for a period of one (1) year from the later of the date Kirklands opens for business or the last date materials, equipment, services or labor are furnished to the Property by the undersigned, that the same will be free from all defects in materials and workmanship, and that the work was performed in a good and workmanlike manner and in accordance with both Kirklands plans and specifications pertaining to improvement of the Property and all applicable building codes, laws and ordinances, and directives of authorities having jurisdiction thereover. Further the undersigned agrees that: (a) upon notice, oral or written, from Kirklands or its designated representative or the general contractor, and without further action on the part of Kirklands and/or the general contractor, of a defect in material or workmanship, to promptly and without delay repair and/or replace with respect to such defect in workmanship and/or materials; (b) the undersigned has adequately reviewed the applicable plans and specifications

pertaining to Kirklands improvement of the Property and agrees that the same and the undersigned's work and materials: (i) are adequate and appropriate under the circumstances, (ii) conform to existing standards of workmanship and design for the same or similar work, and (iii) conform to applicable laws and codes; and (c) the undersigned has related to or requested and received from Kirklands or the general contractor or Landlord or regulatory authorities all information reasonably necessary or helpful with respect thereto such that no reason exists for or contributes to any defect in workmanship or materials that would affect or limit the undersigned warranty.

Assignment of Manufacturers/Distributors Warranties. In addition but not in diminution of its Express Warranty, above, the undersigned hereby assigns to Kirklands and the Landlord, as interests appear, to the extent permitted or required by applicable law, any and all manufacturers or distributors or other warranties pertaining to the materials or equipment used or installed or labor furnished in connection with improvement of the Property by the undersigned.

Executed _____, 20____
(month) (day)

CONTRACTOR/SUBCONTRACTOR

If an Individual/Proprietorship:

(Print Name)

(Signature)

Date: _____

If a Partnership:

(Partnership Name)

By: _____

Partner, Date: _____

By: _____

Partner, Date: _____

If a Corporation:

(Corporation Name)

By: _____

Title: _____

Date: _____

Description of Labor performed or Material supplied
and amount paid:

- 1. Superintendent _____
- 2. Carpentry _____
- 3. Carpet _____
- 4. Ceilings _____
- 5. Concrete _____
- 6. Storefront Glass _____
- 7. Drywall _____
- 8. Electrical _____
- 9. General Contractor _____
- 10. Awning _____
- 11. HVAC _____
- 12. Insulation _____
- 13. Lumber/Materials _____
- 14. Millwork _____
- 15. Other (Describe) _____
- 16. Paint _____
- 17. Plumbing _____
- 18. Sheet Metal _____
- 19. Signs _____
- 20. Sprinklers _____
- 21. Steel _____
- 22. Fire Alarm _____
- 23. Tile _____
- 24. Wall Systems _____

Sworn to and Subscribed before me, the undersigned Notary Public, for the indicated State and County, This the _____ day of _____, 20_____.

My commission expires: _____