

Unconditional

AFFIDAVIT AND WAIVER OF LIEN

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be a credible person and officer of _____ (hereunder called "Contractor") and who, being duly sworn, upon his oath declares and acknowledges as follows:

1. I am the duly authorized agent for the said Contractor which has authorized me to make this affidavit, to enter into the agreements and to grant the lien waivers herein set forth, on its behalf and as its acts and deeds, and all of the facts and recitations herein are true and correct.

2. Pursuant to an agreement between _____ and _____, Contractor has supplied materials and performed labor in property, located at _____, Texas. Said Improvements are more particularly described as _____ (the "Improvements").

3. Contractor has received payment in the amount of \$ _____ for all materials supplied and labor performed to the date hereof in connection with the construction of the Improvements during the period through _____.

4. Contractor hereby waives and releases any and all liens, rights and interests (whether choate or inchoate and including, without limitation, all mechanic's and materialman's owned, claimed or held, or to be owned, claimed or held by Contractor in and to the Land and Improvements, whether now or hereafter thereupon, whether real or personal property, and whether or not affixed or severable from the Land or from any other portion of the Improvements.

5. Contractor has actual knowledge that all bills owed by Contractor to others for materials supplied or labor performed in connection with the Improvements have been fully paid and satisfied. Contractor does further warrant that should any claim or lien be filed for material supplied or labor performed by virtue of Contractor's participation in the construction of said Improvements, Contractor will immediately furnish a bond for release of each such lien, and obtain settlement of any such liens and furnish owner written full release of such liens. Should Contractor be unable to obtain such release, Contractor agrees to fully indemnify and hold harmless the Owner for any and all costs they may incur by reason of such liens.

EXECUTED this _____ day of _____, 2008.

By _____

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2008, to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for the State of Texas