

FINAL RELEASE AND WAIVER OF LIEN

STATE OF TEXAS
COUNTY OF BEXAR

The undersigned, (the "Subcontractor"), has performed the labor or furnished materials or both, pursuant, to either a Purchase order of a Subcontract with _____ (the "Contractor"). In connection with the construction of improvements located at _____ (the "Subject Property") owned by _____ (the "Owner").

As a result of the foregoing, \$_____ is due and payable to Subcontractor. This amount represents all remaining sums due Subcontractor for materials supplied, and/or labor performed under its' Subcontract or Purchase Order with Contractor in connection with the construction or improvements on the Subject Property.

In consideration of the payment of the above stated sum, the receipt of which is hereby acknowledged, Subcontractor hereby waives, relinquishes, and releases any and all liens, rights and interests including, without limitation, all rights to mechanic's and materialmen's liens, owned, claimed or held to be owned, claimed or held by Subcontractor in and to the Subject Property and the improvements now or hereafter constructed thereon, and does hereby release, discharge and acquit the Contractor, its successors and assigns from all claims, debts, and demands by reason of the labor performed and/or materials furnished by Subcontractor under its Subcontract or Purchase Order with Contractor. Further, Subcontractor acknowledges that with the payment of the above stated sum, it has been paid all monies due it under its Subcontract or Purchase Order with Contractor.

The undersigned has actual knowledge that all bills owed by Subcontractor in its performance of work under its Subcontract or Purchase Order with Contractor, have been fully paid and satisfied or will be fully paid and satisfied out of the sum stated above. Subcontractor does further guarantee that if for any reason a lien or liens are filed for materials or labor against the Subject Property by virtue of Subcontractor's participation in the construction of said improvements, or that of any individual or entity Subcontractor has subcontracted with or procured materials from Subcontractor will immediately obtain a settlement of such lien or liens and obtain and furnish Contractor, its successors and assigns, a release thereof or a bond for release thereof or if Subcontractor cannot obtain such release thereof or if Subcontractor cannot obtain such a release. Indemnify the Contractor, its successors or assigns for any and all cost the Contractor, its successors and assigns, may incur in removing said lien or liens.

Subcontractor does hereby acknowledge and agree that but for the representations and agreements contained herein concerning the total amounts due and owing, the Contractor would not make the payment recited herein above and Contractor is relying upon such representation and agreements:

EXECUTED THIS _____ DAY OF _____, 20__

SIGNED
BY: _____ COMPANY _____

THE STATE OF TEXAS, BEXAR COUNTY

This instrument was acknowledged before me on the ____ day of _____, 20__

NOTARY PUBLIC IN AND
FOR THE STATE OF TEXAS