



FINAL RELEASE
AND WAIVER OF CLAIMS

STATE OF )
COUNTY OF ) KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, the undersigned has entered into an agreement with IE2 Construction, Inc. ("IE2") to furnish labor and/or materials and/or equipment for improvements on the property described below (the "Project"), which may be more particularly described in an attached exhibit:

NOW, THEREFORE, in consideration of all prior payments and the current payment of full payment of labor, materials and equipment furnished by the undersigned, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned waived, released and discharged and hereby waives, releases and discharges IE2, the OWNER, (including their agents, employees and sureties), the Property and the Project and any and all bonds issued in connection with the Project from any and all claims, liens, or claim of right to such liens, debts or any cause of action relating to the Project which now exists or may hereafter arise on account of the labor, materials or equipment furnished by the undersigned. The undersigned acknowledges that it has been paid in full for all materials, labor and equipment used or rented in connection with the project, including extras and changes.

The undersigned represents, warrants, and certifies to IE2 and OWNER, in order to induce IE2 to make final payment, that it has paid in full all its obligations and debts incurred to all parties related to the undersigned's work in connection with the Project and agrees to indemnify, defend and hold harmless IE2 or OWNER (including their agents, employees and sureties) from any loss, cost or expense, including attorneys fees that IE2 or OWNER may suffer by virtue of any person or entity who may allege otherwise.

It is agreed that this release and final payment in no way discharges the undersigned's obligations of warranty of material and/or workmanship assumed in connection with its agreement(s) with IE2; these warranties remain in force and effect and may be enforced directly by IE2 or the OWNER. All materials, labor and equipment are warranted to be in accordance with the plans, specifications and contract documents.

EXECUTED on this day of , 20

BY: Signature and Title

AS AUTHORIZED BY: Company Name
Address
City, State, Zip

STATE OF )
COUNTY OF )

SWORN AND SUBSCRIBED TO BEFORE ME, the undersigned authority, a Notary Public, in and for said County and State, on this day, of who personally appeared and is known to me to be the person and officer whose name is subscribed to the foregoing instrument, and swore to me that the same was the act of said company, that he executed the same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated that all the facts stated herein are true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this day of , 20 , to certify which witness my hand and seal of office.

Notary Public in and for State of Texas - Signature
Printed Name:
My Commission Expires: