

**AFFIDAVIT OF FINAL PAYMENT
WAIVER OF LIEN, AND GENERAL RELEASE OF CLAIMS**

STATE OF LA
PARISH/COUNTY OF ST. TAMMANY

Having first been duly sworn, the undersigned authorized representative of DAMMOW ENGINEERING hereafter ("Releasor"), hereby certifies that Releasor made full payment for all material, labor, equipment, services, incidentals, and other bills and obligations of every kind or nature that relate to the subcontract, purchase order, or other agreements, whether oral or written, between Releasor and BRICE BUILDING COMPANY, LLC ("BRICE") on a Project known as REPLACEMENT of FANNIE C. WILLIAMS SCHOOL ("Project") for LOUISIANA DEPARTMENT of EDUCATION ("Owner"), with the exception of the following: (If none, state "none" in the space below or leave it blank).

Individual or Firm

Amount Due

Releasor further acknowledges, warrants, and certifies that the amount \$5,000.00 00/100 (\$0.00) is owed to Releasor as full and final payment for said Project, including all retainage and all other entitlements of whatever nature. Releasor hereby agrees that Releasor's acceptance of final payment in the amount stated above shall constitute Releasor's waiver of all claims and Releasor's agreement to release, indemnify, defend, discharge, protect, and hold harmless, to the fullest extent permitted by law, BRICE and the Owner (including their employee, representatives, agents, insurers, sureties, and successors-in-interest), jointly and severally, with respect to any and all claims, demands, actions, causes of action, liability, remuneration, and entitlements of whatever nature—whether in contract, tort, or otherwise; whether known or unknown; whether now existing or hereafter arising; whether accrued or hereafter to accrue, and whether within or beyond Releasor's scope of work—which Releasor has, might have, or could assert with respect to Releasor's contract with BRICE, with respect to any implied relationships with BRICE or the Owner, and otherwise with respect to said Project. This release, indemnity obligation, and other agreements herein apply to any claim by Releasor and to any claim by any of Releasor's employees, subcontractors, suppliers, equipment providers, representatives, assigns, subrogee, successors-in-interest, others acting for or on behalf of Releasor, or those who may claim rights, entitlements or relief based upon contractual or other relationships between BRICE and Releasor or, in whole or part, arising out of any act or omission by Releasor with respect to said Project.

By accepting final payment in the amount stated above, Releasor further expressly releases, relinquishes, cancels and waives all claims, liens, and rights of lien with respect to the premises of the Project and with respect to all improvements, realty, and personally situated on or relating to said premises.

Releasor's waiver of claims, release and other agreements herein shall be liberally construed and shall be enforced to the fullest extent permitted by law. Except as supplemented by Releasor's agreements herein, all terms of Releasor's contract with BRICE, including but not limited to warranty and additional indemnity obligations, remain in full force and effect.

The Affidavit is given for the purposes of confirming to BRICE the amount of final payment due on the referenced Project and for inducing BRICE to make such payment with the express understanding that BRICE will rely upon this Affidavit and upon the certifications and agreements made herein by Releasor in issuing said final payment to Releasor.

Signed, this 13th day of Sept, 2011.

Chuck Dammow
"RELEASOR"

BY: DAMMOW ENGINEERING
(Authorized Representative)
CHUCK DAMMOW VP
(Print or Type Name and Title)

SWORN TO AND SUBSCRIBED this 13th day of Sept, 2011.

Regina Cepeda
NOTARY PUBLIC



My Commission Expires:
for life