

EXHIBIT B

**SUBCONTRACTOR'S AFFIDAVIT OF PAYMENT,
PARTIAL RELEASE OF LIEN AND RELEASE**

WHEREAS, _____ ("Subcontractor") and Fitts and Goodwin, Inc. ("Contractor") have heretofore entered into a certain subcontract dated _____ (the "Subcontract") relating to the furnishing of materials, labor and/or equipment in connection with a contract being performed by Contractor for _____ ("Owner") with regard to a project known as _____ (the "Project").

NOW, THEREFORE, in consideration and upon payment of the sum of _____ (\$_____) by Contractor to Subcontractor, which sum represents the progress payment due under Subcontractor's payment request no. _____ dated _____ submitted to Contractor under and pursuant to the above referenced Subcontract, Subcontractor does hereby:

1. Certify to Contractor that all persons, firms, associations, corporations, or other entities furnishing labor, materials, equipment, or supplies to Subcontractor with respect to the Subcontract have been paid all amounts justly due for labor, materials, equipment and supplies provided and for which previous payments have been received by Subcontractor from Contractor, including any and all applicable Federal, State, and local sales, use, excise, or similar taxes or import duties, licenses and royalties.

2. Release, waive and forever relinquish any and all manner of liens, claims, demands and causes of action whatsoever against Contractor and Owner, their respective employees, officers, directors, agents, representatives, insurers, sureties (including any payment and performance bonds), guarantors, divisions, parent, subsidiary or affiliated corporations, if any, successors and assigns, which Subcontractor had or now has through the date of the above referenced payment request arising under or out of the Subcontract or otherwise pertaining to labor, materials, equipment or services provided for the Project except for: (i) any retainage being withheld by Contractor under the terms of the Subcontract and (ii) the unresolved change orders and claims specifically identified as follows:

3. Agree to indemnify and save harmless Contractor and Owner, their successors and assigns, against all loss, cost, damage or expense by reason of any and all manner of liens, claims or demands which anyone may have for labor performed, or for material or equipment furnished under the Subcontract provided Contractor has paid Subcontractor all amounts justly due.

IN WITNESS WHEREOF, Subcontractor has duly caused these presents to be signed and attested by its duly authorized owner, partner or officer on the ____ day of _____, 20__.

SWORN to BEFORE me this
____ day of _____, 20__.

(SEAL)
Notary Public for _____
My Commission Expires: _____.

SUBCONTRACTOR:

By: _____
Title: _____