

**EXHIBIT A**

**SUBCONTRACTOR'S AFFIDAVIT OF PAYMENT,  
FINAL 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 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 final payment due to Subcontractor under and pursuant to the above referenced Subcontract, or otherwise for labor, materials, equipment or services provided for the Project, 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 arising under or out of the Subcontract or the Project or otherwise for labor, materials, equipment or services provided for the Project.

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.

**IN WITNESS WHEREOF,** Subcontractor has duly caused these presents to be signed and attested by its duly authorized owner, partner or officer (and, if a corporation, its corporate seal to be hereunto affixed) on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

SWORN to BEFORE me this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_.  
\_\_\_\_ (SEAL)  
Notary Public for \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_.

SUBCONTRACTOR:  
\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_