

**EXHIBIT E**

**AFFIDAVIT AND WAIVER OF LIENS**

FINAL

PARTIAL

PAYMENT TO FOLLOW

**OWNER:**

Mullen Management Company, Inc.

**CONTRACT FOR:**

**PREMISES:**

901 15<sup>th</sup> Street NW  
Washington, DC 20005

**CONTRACT DATE:**

**MANAGER:**

Cassidy Turley Commercial Real Estate Services,  
Inc. d/b/a Cushman & Wakefield

**CONTRACTOR:**

\_\_\_\_\_ being duly sworn states that he or she is the  
\_\_\_\_\_ of Contractor, which contracted with Owner to furnish certain materials and labor  
as follows: \_\_\_\_\_ ("Scope of Services") for the Project and Premises, DOES  
HEREBY STATE, WARRANT AND REPRESENT ON BEHALF OF THE CONTRACTOR the following:

**PARTIAL WAIVER** That the current balance due from Owner is the sum of (\$\_\_\_\_\_). The  
undersigned Contractor does hereby further acknowledge and represent that through the date hereof the  
undersigned has received payments totaling \$\_\_\_\_\_ for labor, subcontractors, suppliers, equipment  
and/or materials supplied to the Project.

- Receipt of which is hereby acknowledged; or
- Payment of which has been promised as the sole consideration for this AFFIDAVIT AND  
WAIVER OF LIENS and which is given to and for said amount effective upon receipt of such  
payment.

**FINAL WAIVER** That the final balance due from Owner is the sum of (\$\_\_\_\_\_).

- Receipt of which is hereby acknowledged; or
- Payment of which has been promised as the sole consideration for this AFFIDAVIT AND  
WAIVER OF LIEN which is given to and for said amount effective upon receipt of such payment.

THEREFORE, through the date hereof, Contractor waives and releases the Owner, Manager, and Project  
of all liens or claims for materials, equipment, labor, superintendence and other work or Scope of  
Services performed or furnished by Contractor and further affirms that no other party has any claim or  
right to lien on account of any materials, equipment, labor, superintendence and other work or Scope of  
Services performed or furnished to or for Contractor for the Project. Contractor agrees to indemnify,  
defend and hold the Owner, Manager, and Project harmless, including costs and attorneys' fees, from  
and against any and all claims or liens for any materials, supplies, equipment or labor furnished for, in  
connection with or incorporated into the Project by, through or under Contractor prior to the date hereof.  
This Affidavit and Waiver of Liens is given to induce the Owner to pay the amount indicated above.  
Contractor represents that all employees, subcontractors or materialmen have been paid or will be paid  
from these funds.

That through the date hereof, all Affidavits and Waiver of Liens are true, correct and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said Affidavits and Waiver of Liens.

This instrument has been executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Sworn to and subscribed before me the undersigned authority on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
Printed Name of  
Notary

[ SEAL]

My Commission Expires:

\_\_\_\_\_