

(9) I do hereby affirm that I am not aware of any threats, including verbal threats, of mechanic's liens made by any other contractor(s), subcontractors, sub-subcontractors or supplier(s), nor am I aware of any contractor, subcontractor, sub-subcontractor or supplier making claim(s) of non-payment on the project.

(10) The Contractor agrees to defend, indemnify and hold harmless the Commission from and against any and all claims, demands or liabilities, including but not limited to the costs of defending against such claims, demands and liabilities (along with any attorneys' fees and costs incurred by the Commission) which arise from, or relate in any way, to claims by contractors, subcontractors, sub-subcontractors and/or suppliers of non-payment for its/their labor and/or equipment and/or materials supplied to the project.

(11) In the event any claim(s) are made against the Commission that arise from, or relates in any way, to claims by contractors and/or suppliers of non-payment for its/their labor and/or equipment and/or materials supplied to the project, the Contractor shall:

- a. promptly cause such claims to be discharged by bond and/or other undertakings to the satisfaction of the Commission; and
- b. indemnify and defend the Commission against such claims.

(12) To the best of my knowledge, the water and/or sewer system being accepted by the Commission is free from defects.

FURTHER AFFIANT SAYETH NOT.

(Representative of Contractor)

SWORN TO and subscribed before me
This _____ day of _____, 2010

(L.S.)
Notary Public for South Carolina
My Commission Expires _____