

Release and Waiver of Lien Rights Conditional Upon Progress Payment

PROJECT: _____ Project No. _____ (the "Project")

PROPERTY: State of _____; Address _____ (the "Property")

For the work, services, labor, materials and equipment that is the subject of the anticipated and prior payments, the undersigned certifies that it has properly performed all work, services and labor and furnished all materials and equipment of the specified quantity and quality pursuant to applicable plans and specifications and in a good and workmanlike manner. The undersigned certifies that for and in consideration of prior payments received and **contingent** upon receipt of \$ _____ (the anticipated payment) it has been paid **in full** for all work, services, labor, materials, fuel and equipment furnished for the Project and/or the Property, through the date of _____, **except for the undersigned's rights to Retainage**, if any, and disputed claims listed below, if any. As such, the undersigned releases all claims, demands, liens, rights of liens, bond rights, and any rights under applicable laws related to claim or payment rights (collectively, "Claims") for all work, services, labor, materials, fuel, and equipment furnished for the Project and/or the Property, **except for the undersigned's right to Retainage**, if any, and disputed claims in the amount of \$ _____ (if none, state none; if any, describe below).

The undersigned certifies that it has paid in full, or shall pay in full upon receipt of the above identified anticipated payment, for all work, services, labor, materials, fuel, equipment [including any associated amounts due] it has used or supplied for the Property or the Project. The undersigned further certifies that, unless otherwise noted, the lien waivers attached hereto include all entities that have provided work, services, labor, materials, fuel, and equipment furnished for the Project on behalf of the undersigned through the above date.

The undersigned agrees that it is not aware of any outstanding Claims by any laborer, subcontractor, suppliers, or sub consultants, of any tier, related to the Project or the Property. The undersigned agrees that if after the date hereof there shall be evidence of any Claims by any laborer, subcontractor, supplier or sub consultants of the undersigned, of any tier, which, if established, might encumber the Project or title to the Property, the undersigned shall promptly discharge same and shall indemnify Stewart Richey Construction, Inc. for any and all expense it may incur associated with such claims. This Release shall not be construed to invalidate, limit or otherwise modify any indemnification obligations that the undersigned may have under its contract in connection with the Project. The undersigned acknowledges that Stewart Richey Construction, Inc. will rely upon on this Release to take certain actions. The person signing this Release certifies that he/she is duly authorized and empowered to sign and execute this Release on behalf of the company or business for which he/she is signing.

State of _____

County of _____

I, undersigned, a Notary Public in and for said State hereby certify that this instrument was voluntarily acknowledged before me on the date below by the person identified herein and who has the title identified herein.

Notary Signature

My Commission Expires _____

(Notarial Seal)

(Company Name)

Address: _____

By: _____

(Signature)

(Type/Print Name and Title)

Dated: _____