

WAIVER

Date _____, 20____

In consideration of the receipt of the amount of \$_____, the undersigned company waiving mechanic's lien or bond rights does waive, release and quitclaim all mechanic's liens or bond interests pursuant to the laws of any state for labor and materials furnished in and about the repair or construction of improvements to, or upon, the following described Project only to the total amount of payments actually received without any bankruptcy filing for ninety days thereafter:

The undersigned companies are aware of the mechanic's lien and payment bond(s) for labor and materials provided to the described Project, acknowledge the receipt of both mechanic's lien and payment bond claims, agree that the company waiving intended to promptly enforce in the absence of this payment, is expressly waiving in exchange for this payment, and intend that the next payment or credit received on this Project by the company accepting this waiver will be received as a result of this waiver to the extent of this waiver. The undersigned company waiving mechanic's lien or bond interests warrants that it has not and will not assign its interests and that the person executing this waiver is authorized to do so.

COMPANY WAIVING
MECHANIC'S LIEN OR BOND RIGHTS
IN EXCHANGE FOR PAYMENT:

COMPANY ACCEPTING WAIVER OF
MECHANIC'S LIEN OR BOND RIGHTS
IN EXCHANGE FOR PAYMENT:

By _____

By _____

(Title) _____

(Title) _____

STATE OF _____;
COUNTY OF _____, to wit:

STATE OF _____;
COUNTY OF _____, to wit:

Subscribed and sworn to before the undersigned,
a Notary Public in and for the County and State
aforesaid, this ____ day of _____, 20__.

Subscribed and sworn to before the undersigned,
a Notary Public in and for the County and State
aforesaid, this ____ day of _____, 20__.

Notary Public

Notary Public

My commission expires: _____

My commission expires: _____