

SUBCONTRACTOR'S PARTIAL WAIVER OF LIEN AND RELEASE OF CLAIMS

To: Foley Company, the Owner or Lender(s) having any loans secured by the property of said Owner and other parties, if any, having any interest in the real estate (the "Realty") identified below (hereinafter collectively the "Beneficiaries").

Subcontractor's name: _____

The Project: _____

The "Realty": _____

Payment requested: \$ _____

Date of last work covered by payment request: _____

Certificate

The undersigned, contingent upon the issuance, final clearance and payment of a valuable consideration of \$ _____, which is currently due and payable, and being familiar with the penalties for false certification, does hereby certify to the Beneficiaries that:

1. The labor performed and the equipment and material supplied through the date of last work covered by the payment request referenced above, represent the actual value of work accomplished under the terms of the undersigned's agreement and all authorized changes thereto concerning work to be performed on the Realty (hereinafter the "Contract"). The sub-subcontractors and material and equipment suppliers who supplied anything of value during the period covered by this certificate are: _____

2. No labor, equipment or materials have been supplied under contracts or agreements with the undersigned, either verbal or written, or any arrangements of any type whatsoever, other than under the Contract and duly authorized and executed change orders.
3. Payment in full has been made by the undersigned through the period covered by all prior payments (a) to all of the undersigned's sub-subcontractors, equipment providers, materialmen and laborers, and (b) for all materials and labor used or furnished by the undersigned in connection with the performance of the Contract. The undersigned represents and warrants that it owes no monies or other things of value to any sub-subcontractor, materialman, person or entity for work performed or material supplied through the date of the most recent payment by Owner.
4. The undersigned has complied with Federal, State and Local tax laws, including, without limitation, Income Tax Withholding, Sales Tax, Social Security, Unemployment Compensation and Worker's Compensation laws, insofar as applicable to the performance of the contract. Specifically, the undersigned has paid, or out of the proceeds of this payment will promptly pay, sales or use tax in the amount of \$ _____.
5. The undersigned acknowledges and agrees that it is receiving the funds paid in consideration of this Application as a trustee, and said funds will be held in trust for the benefit of all sub-subcontractors, materialmen, suppliers and laborers who supplied work

for which the Beneficiaries or their property might be liable, and that the undersigned shall have no interest in such funds until all these obligations have been satisfied in full.

Partial Waiver and Release of Claims

NOW, THEREFORE, effective as of receipt of the payment referenced in this Application, the undersigned irrevocably and unconditionally releases and waives any and all mechanic's liens or other liens or right to claim any and all mechanic's liens or other liens against the Realty, except as pertains to unpaid retainage. Additionally, the undersigned waives and releases any other claims against the Owner, the property or Foley Company, its sureties on any bonds, or any other claims of any kind whatsoever in connection with this Contract and with the Realty. The undersigned shall indemnify and hold the Beneficiaries and their respective successors and assigns harmless against any lien, bond, claims or suits in connection with the materials, labor and everything else in connection with this Contract.

Subcontractor: _____
By: _____
Title: _____
Date: _____
State of _____
County of _____

On this _____ day of _____, 20____, before me, the undersigned, personally appeared _____, of _____, known to me to be the person who executed this document and acknowledged to me that he/she executed the same for the purposes therein stated.

Notary Public in and for said County and State

Commission Expires