CONTRACTOR'S PARTIAL WAIVER AND RELEASE OF LIENS

Date: Project:

Address:

Contract Date: Owner:

Contractor:

Payment Amount:

Date of Requisition:

Contractor hereby acknowledges receipt of the Partial Payment, which, upon clearance by Contractor's bank, represents payment in full for work, labor services, equipment and materials furnished in connection with its work on the project by Contractor through the requisition date (the 'Work').

In consideration of the sums previously received, and the Partial Payment, Contractor hereby waives and releases Lender From Any and all claims and liens and rights of liens in connection with the project, and the premises on which it is built, and all rights to file any such liens in the future on account of the Work.

Contractor represents and warrants that it has paid for all of the labor, materials, equipment and services that it has used or supplied and that it has no other outstanding and unpaid applications, invoices, retentions, holdbacks, expenses employed in the prosecution of the Work, chargebacks or unbilled work or materials against Lender through Effective Date. Contractor agrees to defend, indemnify and hold harmless lender for any losses or expenses (including without limitation reasonable attorney's fees) should any such claim, lien or right of lien be asserted by Contractor or by any of its laborers, material men, subcontractors, or other in connection with the Work.

If a return credit is issued to the contractor you must notify us within 3 business days.

) ss:

CONTRACTOR

By:

Name: Title:

STATE OF NEW YORK)

COUNTY OF NEW YORK)

On the _____ day of _____ in the year _____ before me, the undersigned, personally appeared ______, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name subscribed to the within instrument and acknowledged to me individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public