

SUBCONTRACTOR'S PARTIAL RELEASE WAIVER OF LIEN AND AFFIDAVIT

TO: THE WHITING-TURNER CONTRACTING COMPANY
 (Contractor)

RE: WT SUBCONTRACT NO.: _____
 OWNER: _____
 PROJECT: _____
 CURRENT INVOICE NO.: _____
 FOR THE PERIOD ENDING: _____

The undersigned Subcontractor, in consideration of the payments previously made and payment for the period covered by the current invoice set forth above, hereby waives and releases all mechanic's, materialman's or other liens and, to the fullest extent permitted by law, all rights to file any such liens in the future, and all claims and demands against Contractor, Owner, their sureties and the real property on which the project is located, in any manner arising out of work, labor, services, equipment or materials, performed or furnished by Subcontractor, its subcontractors, and suppliers, in connection with the Project and subcontract, through the period covered by the current invoice and all previous invoices. The release does not apply to retention, nor to extra work which Subcontractor has been authorized to proceed with by the Contractor, but for which payment has not yet been approved.

Except as noted below, Subcontractor acknowledges and represents that for the period and work covered by all previous invoices for which Subcontractor has received payment:

1. Subcontractor has paid in full all amounts for subcontracts, labor, materials and rented equipment.
2. Subcontractor has properly applied previous payments to pay all outstanding invoices related to the Project.
3. Subcontractor is aware of no claims nor any circumstances that could give rise to any future claims against Contractor, Owner, Architect or other Subcontractor on the Project.
4. All payroll, withholding, sales and other taxes, union benefits, insurance premiums and any other amount required by law, regulation or agreement to be paid in connection with labor, materials, and equipment for the Project have been paid in full.

List exceptions, if any:

Subcontractor represents that the amounts set forth below are correct and that the amount of the current payment due will be applied promptly to full payment of all outstanding amounts due from Subcontractor to others in connection with the Project.

| | |
|------------------------------------|----------|
| Contract Sum to Date | \$ _____ |
| Total Completed and Stored to Date | \$ _____ |
| Total Retention to Date | \$ _____ |
| Total Earned Less Retention | \$ _____ |
| Less Previous Payments | \$ _____ |
| Current Payment Due | \$ _____ |

I hereby certify, under penalties of perjury, that the facts, information and representations set forth above are true and accurate to the best of my knowledge, information and belief.

BY: _____
 (Name of Subcontractor)

BY: _____
 (Signature, Printed Name and Title), Duly Authorized Agent of Subcontractor

STATE OF _____)
 (CITY)(COUNTY)OF _____) to wit:

On this ____ day of _____, _____, appeared before me _____ and he/she made oath in due form of law that the facts, information and representations set forth in the foregoing Subcontractor's Partial Release, Waiver of Lien and Affidavit, are true and accurate to the best of his/her knowledge, information and belief.

 (Notary Public)

My commission expires: _____