

any, Sub-Sub/Supplier represents and warrants that these are the only pending claims it has through the date hereof with respect to the Project [describe pending claims in detail with dollar values claims, or insert "none," as applicable:

5. In consideration of and conditioned upon the payment by Turner or Subcontractor of the sum of _____ Dollars (\$_____) [insert amount of current payment], the sufficiency of which is hereby acknowledged, Sub-Sub/Supplier hereby waives and releases any and all liens, claims, causes of action, suits, demands, rights and interests (whether choate or inchoate and including, without limitation, all mechanic's and materialman's liens under federal law or the statutes of the State of _____) owned, claimed or held by Sub-Sub/Supplier against the Subcontractor, Turner, Turner's sureties, lenders and guarantors, and/or Project or any part thereof by reason of materials supplied or labor performed or for any other reason through _____, 200__ [insert date covered by present application for payment], excepting only those pending change claims, if any, listed in paragraph 4.

6. Sub-Sub/Supplier warrants that all costs incurred and bills owed by Sub-Sub/Supplier to others for materials supplied in connection with the Project through _____ [date of end of prior progress payment period] have been fully paid and satisfied. Sub-Sub/Supplier does further warrant that should any claim or lien be filed for materials supplied or labor performed by virtue of Sub-Sub/Supplier's participation in the Project, Sub-Sub/Supplier will immediately furnish a bond for the release of each such claim or lien, obtain settlement of any such claim or lien and furnish Turner and Owner a written full release of such claim or lien. Should Sub-Sub/Supplier be unable to obtain such release, Sub-Sub/Supplier agrees to fully indemnify and hold harmless Turner and the Owner. (and its lenders and guarantors) for any and all costs, including but not limited to attorneys' fees, any of them may incur by reason of such claim or lien.

EXECUTED this _____ day of _____, 20__.

SUB-SUB/SUPPLIER

By: _____

Title: _____

SUBSCRIBED AND SWORN TO before me the said Sub-Sub/Supplier Affidavit and Partial Waiver of Claims and Liens, this ____ day of _____, 20__, to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for

_____ County, _____

My Commission Expires:
