

**SUBCONTRACTOR'S
INTERIM WAIVER OF LIEN AND CLAIM**

TO: Union Concrete and Construction Corp. ("Contractor")
P.O. Box 410
West Seneca, New York 14224

And

Federal Insurance Company ("Surety")

FROM:

("Subcontractor")

(Address)

PROJECT:

("Project")

The undersigned Subcontractor (Subcontractor), for and in consideration of the sum of _____,
being payment for the following work performed, services rendered and/or materials furnished as Subcontractor to
Contractor on the Project, under all contracts, orders and instructions, including extras, written and verbal,

(Description of Work Performed)

and for other good and valuable consideration paid by Contractor, the receipt and sufficiency of which is hereby
acknowledged, hereby covenants and warrants:

1. Subcontractor does hereby waive, release and relinquish any and all claims, demands and
rights of lien to the extent of the amount shown hereon and previously paid, for all work, labor, materials, machinery
or other goods, equipment or services done, performed or furnished for the construction located at the project
described above.

2. Subcontractor warrants that it has not been delayed in the performance of its work to date
and that it has incurred no extra costs in connection therewith. The undersigned specifically waives, relinquishes
and releases any and all claims incurred or alleged in connection with its work to date except only those claims, if
any, previously denominated as claims and submitted in writing to Contractor. The undersigned further warrants

and represents that any and all valid labor and/or material and equipment bills, now due and payable, on the project hereinabove described on behalf of the undersigned have been paid in full to the date of this waiver, or will be paid from these funds.

3. Subcontractor hereby agrees to indemnify and defend the Owner, Surety and Contractor and to hold them free and harmless from any and all losses, claims, damages, and expenses, including attorneys' fees, arising directly or indirectly from any inaccuracy recited in the facts herein, from any failure of the Subcontractor to pay in full all sums due its laborers, sub-subcontractors, materialmen and suppliers on the project, or from any liens against the project or the project monies filed by any such laborers, sub-subcontractors, materialmen or suppliers.

4. If the Subcontractor is a corporation or a limited liability company, the person signing below on behalf of Subcontractor hereby agrees to be personally liable and responsible for any and all costs, expenses and damages (including attorney fees) which are caused by or result from any untrue information or statements contained herein.

Contractor agrees that the legal effect of this interim waiver of lien is conditioned upon subcontractor's receipt of the payment cited in the first paragraph hereof.

Total Contract: _____

This Payment: _____

Balance Due on Total Contract after above payment: _____

(Subcontractor)

Seal

By _____
Officer Signature

Name _____

Title _____

Sworn to before me this _____

day of _____, 20____.

Notary Public