

CONDITIONAL PARTIAL WAIVER AND RELEASE OF LIEN

THE STATE OF TEXAS

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COUNTY OF TARRANT

For and in consideration of the sum of _____, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned Claimant, its successors and assigns, does hereby release, discharge, and relinquish _____, hereinafter called "Owner", and Fort Construction, L.P., hereinafter called "Contractor", from any and all claims, debts, demands, or causes of action that the undersigned has or may have as a result of furnishing materials and labor for improvements to the following described real property: the _____ located at _____.

Claimant has been requested to acknowledge receipt of payment and to release and waive any liens or claims Claimant may have or assert against Owner or Contractor for such improvements and real property that have arisen by virtue of Claimant in connection with construction.

Based on payment of such sums Claimant hereby waives, relinquishes, and releases its liens, claims, rights, and charges of every nature whatsoever which have arisen by virtue of such labor and/or materials furnished by said Claimant, including any and all mechanic's or materialman's liens. It is expressly agreed and understood that this is a conditional **PARTIAL** waiver of lien and effective only to the extent of the above consideration, and is conditioned upon bank clearance of any check given in payment of the aforementioned amount. Upon clearance of any check given in payment of the aforementioned amount, this release shall become immediately effective as of the date executed without any further action of any party.

BY (SUBCONTRACTOR AUTHORIZED SIGNATURE): _____

NAME (PRINT OR TYPE): _____

TITLE: _____

FOR (SUBCONTRACTOR/COMPANY NAME): _____

THE STATE OF TEXAS§

COUNTY OF _____ §

This instrument was acknowledged before me on _____ (Month and Day),

20_____ (Year), by _____ (Subcontractor's Representative),

_____ (Representative's Title), of _____ (Subcontractor Business's Name), the Affiant known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed it for the purposes therein expressed, and in the capacity therein stated as the act and deed of such entity.

SWORN TO AND SUBSCRIBED before me by _____ (Subcontractor's

Representative), on _____ (Month and Day), 20____ (Year).

NOTARY PUBLIC SIGNATURE: _____

NOTARY PUBLIC PRINTED NAME: _____

Notary Public, State of Texas

My Commission Expires: _____

Job Number: _____