



Where the claimant is required to execute a waiver and release in exchange for or in order to induce payment of a progress payment and the claimant asserts in the waiver that it has been paid the progress payment, the waiver and release shall follow substantially the following form:

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: _____

Job No.: _____

On receipt by the undersigned of a check from Sawhorse Ltd. in the sum of \$ _____
(Amount of check) payable to _____ (Payee or payees
of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this
document becomes effective to release any mechanic's lien, any state or federal statutory bond right, any private
bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or
payment rights for persons in the undersigned's position, the undersigned has on the job of

_____. (Owner) located at
_____. (Job Description). This
release covers the progress payment to the undersigned for all labor, services, equipment or materials furnished to
the jobsite or to _____, (Person with whom undersigned
contracted) through _____ (Date) only and does not cover any retention, pending
modifications and changes or items furnished after that date.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above-referenced project up to the date of this waiver.

Date: _____

(Company Name)

By: _____
(Signature)

(Title)

NOTE: This form of release complies with the requirements of Civil Code Section 3262 (d) (3)