WAIVER AND RELEASE OF LIEN AND / OR CLAIM
(conditioned upon payment)

PROJECT OWNER: _____

GENERAL CONTRACTOR: SUMMIT DEVELOPERS, INC. _____

PROJECT NAME: _____

FOR AND IN CONSIDERATION of one dollar ($1.00) and other valuable consideration, the undersigned does hereby WAIVE and RELEASE any and all liens or claims including, without limitation, any lien or bond claim with respect to the Project referenced above.

THIS WAIVER AND RELEASE IS CONTINGENT UPON RECEIPT BY THE UNDERSIGNED OF PAYMENT for labor, materials and/or services through the RELEASE DATE in the amount of $_____
<div align="center">(IF BLANK, THE AMOUNT SHALL BE DEEMED ZERO)</div>

Further, the undersigned agrees to indemnify the General Contractor and Owner against any claim, including, without limitation, any lien or bond claim, asserted by or through it with respect to the project through said RELEASE DATE. The undersigned understands that the General Contractor and Owner are relying on this Waiver and Release in order to make payments to parties entitled to funds for labor, services, materials, and/or equipment on the Project.

_____
<div align="center">(SUBCONTRACTOR / SUPPLIER)</div>

SIGNED BY: _____

TITLE: _____

<div align="center">NOTARY USE ONLY</div>

Sworn to and subscribed before me, this the _____ day of _____, 20____

Notary Public: _____

(N. P. SEAL)

My Commission Expires: _____