



FIRST MARK
CONTRACTING INC

#2: Unconditional Waiver and Release Upon Progress Payment
Civil Code Section §3262(d)(2)

The undersigned has been paid and has received a progress payment in the sum of
\$ _____ for labor,
services, equipment or material furnished to **FIRST MARK CONTRACTING, INC.** on the job of:

Owner/Project: _____

Project Address: _____

Project Address: _____

Project Address: _____

and does hereby release any mechanics' lien, stop notice, or bond right that the undersigned
has on the above referenced job to the following extent. This release covers a progress
payment for labor, services, equipment or materials furnished to **FIRST MARK CONTRACTING,**

INC. through **(Date):** _____ only and does not cover any
retention retained before or after the release date or payments made before or after the
release date.

Dated: _____

Company Name: _____

State/Type of Entity: **a** _____
(example: California corporation)

Signature: By: _____

Name: _____

Title: _____

**"NOTICE TO PERSONS SIGNING THIS WAIVER: THIS DOCUMENT WAIVES RIGHTS
UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP
THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN
IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A
CONDITIONAL RELEASE FORM."**