

SCHEDULE B

ACKNOWLEDGEMENT OF PAYMENT AND RELEASE OF LIEN

For and in consideration of _____ (U.S. \$ _____), the undersigned "Contractor", for itself and its successors and assigns, hereby releases and forever discharges _____, and its affiliates, their directors, officers, employees and agents, and the heirs, successors and assigns of all of the foregoing (collectively, the "Company") from any and all claims, demands, actions and obligations respecting payment for any and all work, labor, services, materials and/or equipment (collectively "Work") furnished, *through the date specified below*, to the construction project located at _____, _____, _____ (the "Premises") pursuant to a certain construction or vendor agreement between the Company and Contractor dated _____, 20____, (as amended the "Contract").

Contractor acknowledges receipt of such payment as *[select one]*:

- ____ Progress Payment as due under the Contract for Work through _____, 20____ _____
[check, date, and initial if progress payment] *Initials*

- ____ Final Payment in full under the Contract, and for all Work through the date hereof. _____
[check and initial if final payment] *Initials*

In consideration for such payment, Contractor covenants and agrees that it shall not claim or file any lien against the Premises for any Work furnished to the Premises *through the date specified herein*; and hereby irrevocably releases and waives each and every lien, charge or claim of any nature whatsoever which it has or may have respecting payment for any such Work *through the date specified herein*.

Contractor further represents and covenants that all subcontractors, suppliers, mechanics and laborers hired or engaged by Contractor have been paid in full, or shall be paid immediately from the proceeds of this payment, for all Work furnished to the Premises *through the date specified herein*. Contractor hereby agrees to indemnify, defend and hold the Company harmless from any and all loss, damage, cost or expense of whatever nature, including reasonable attorneys' fees, arising out of any claims for payment made, or liens filed, by Contractor or any subcontractor, sub-subcontractor, laborer, person, supplier or other party claiming through or under Contractor for any Work furnished *through the date specified herein*.

IN WITNESS WHEREOF, Contractor has caused this instrument to be duly executed _____, 20____.

CONTRACTOR: _____
(Full Name of Contractor)

By: _____
Title: _____
Address: _____

STATE OF _____
COUNTY OF _____

Sworn to before me this ____ day of _____, 20____.

Notary Public
Print Name: _____
My Commission Expires: _____