UNCONDITIONAL WAIVER FOR PROGRESS PAYMENTS

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Project: Valor Public Schools North Campus 14200 North IH 35 Austin, TX 78728

The signer of this document has been paid and has received progress payments through ______ for all

labor, services, equipment, or material furnished to the property or to <u>American Constructors Holding Co.</u> on the property of <u>14200 North IH 35</u>, <u>Austin, TX 78728</u> (location) to the following extent: <u>Valor Public</u> <u>Schools – North Campus</u> (job description). The signer therefore waives and releases any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment 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 signer's position that the signer has on the above referenced property to the following extent: <u>Valor Public Schools – North Campus</u> (job description)

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to <u>American Constructors Holding Co.</u> (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

 SUBSCRIBED AND SWORN TO BEFORE ME, by_____of the above named Subcontractor/Seller, this

 _____day of _____20___, to certify which witness my hand and seal of office.