

UNCONDITIONAL INTERIM PARTIAL PAYMENT AFFIDAVIT AND LIEN WAIVER  
SECOND TIER SUBCONTRACTOR/SUPPLIER

DATE: \_\_\_\_\_

FIRST TIER SUBCONTRACTOR: \_\_\_\_\_

SECOND TIER SUBCONTRACTOR/SELLER: \_\_\_\_\_

PROJECT: Valor North Campus

OWNER: Valor Texas Education Foundaiton

CONTRACTOR: AMERICAN CONSTRUCTORS

DESCRIPTION OF PROPERTY: **14200 N. Interstate 35 Austin, TX 78728**

As of the date shown above, the undersigned representative of Second Tier Subcontractor/Seller makes the following statement under oath for and on behalf of Second Tier Subcontractor/Seller:

Contractor and First Tier Subcontractor have fully paid or made satisfactory arrangements to pay all obligations through \_\_\_\_\_ owed by First Tier Subcontractor to Second Tier Subcontractor/Seller that pertain in any way to the Project.

Second Tier Subcontractor/Seller has fully paid all parties who have furnished labor, materials or equipment to the Project under a contract with or at the order or request of Second Tier Subcontractor/Seller and has fully performed all its obligations under all contracts and subcontracts to which it is a party and which pertain in any way to the Project.

All information here-to-fore provided to Contractor or Owner by Second Tier Subcontractor/Seller that Contractor or Owner may use to determine amounts to be paid to First Tier Subcontractor and Second Tier Subcontractor/Seller, such as invoices, statements, estimates, delivery receipts or work records, are true and correct.

Second Tier Subcontractor/Seller waives any and all liens on the Property and all claims and causes of action that pertain in any way to the Project which Second Tier Subcontractor/Seller would otherwise have against Contractor or Owner through \_\_\_\_\_.

Second Tier Subcontractor/Seller makes this affidavit with the intention and understanding that Contractor and Owner will rely on it when calculating, approving or making payments to First Tier Subcontractor. Second Tier Subcontractor/Seller agrees and acknowledges that it will be liable to Contractor and Owner for any losses that either of them suffer as a direct or indirect result of such reliance.

SECOND TIER SUBCONTRACTOR/SELLER:

**Company:** \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_