

**SUB-SUBCONTRACTOR'S CONDITIONAL PARTIAL RELEASE OF LIEN  
OF N.E. CONSTRUCTION, LLP**

Whereas, the undersigned, hereinafter called "Sub-Subcontractor" has performed labor or furnished services, materials, fixtures, or equipment or done both pursuant to the undersigned's Purchase Order with \_\_\_\_\_ (Name of Subcontractor), hereinafter called "Subcontractor" in connection with the construction of improvements at \_\_\_\_\_ (Project's Name and Address) by N.E. Construction, LLP (the General Contractor) owned by \_\_\_\_\_ (Name of Owner), hereinafter called "Owner" and,

Upon receipt of, and in consideration of the progress payment of \$ \_\_\_\_\_ through \_\_\_\_\_ (Waiver Date) payable from Subcontractor/Contractor, for the following invoices (List the invoice numbers below and attach copies of these invoices):

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Attached Hereto)

the undersigned hereby waives and releases all liens, claims, rights of lien, rights of claim, statutory or otherwise, which the undersigned has or may have had, against the Contractor, Property, Owner, successors and/or assigns, and any and all improvements now or hereafter located thereon on account of labor performed, services, materials, fixtures and equipment furnished. This partial waiver and release of lien shall be valid and may be used only when payment has been received and cleared by \_\_\_\_\_ (Name of Sub-Subcontractor)

This is a Conditional Partial Waiver and Release of Lien by the undersigned for labor performed, services, materials, and equipment furnished up to the Waiver Date, and shall not operate to waive any lien for labor performed, services, materials and equipment furnished after the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. (the "Waiver Date").

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Name of Sub-Subcontractor  
By: \_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, a Notary Public, personally appeared \_\_\_\_\_, who did acknowledge before me that he executed the foregoing release of lien for the uses and purposes therein set forth. In witness whereof, I have hereunto set my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_ Notary Public \_\_\_\_\_

**WITHIN 10 DAYS SUBMIT UNCONDITIONAL PARTIAL RELEASE OF LIEN  
AND PROOF OF PAYMENT RECEIVED**