

FORM F-3

PARTIAL RELEASE OF LIENS AND CLAIMS

SUBCONTRACTOR, CONSULTANT, SUPPLIER OR SUB-SUBCONTRACTOR* ACKNOWLEDGEMENT OF PROGRESS PAYMENT AND RELEASE OF LIENS AND CLAIMS

_____ [Subcontractor, Consultant, Supplier or Sub-subcontractor Name] (hereinafter "Releasor") hereby acknowledges that upon receipt from _____ [Contractor Name] ("Contractor") of the sum of \$_____ (the "Progress Payment"), such Progress Payment constitutes payment in full, less retainage, for labor performed and/or materials furnished or services provided by Releasor, and any and all of its Sub-subcontractors and materialmen, through _____, 20____, pursuant to that certain agreement between Contractor and Releasor dated _____, 20____, as modified by and including any and all change orders, extras, additions, substitutions and omissions through the date hereof (the "Contract"), in connection with the construction of _____, together with all related site improvements (the "Project") located at _____ (the "Property") (Project No. _____).

The Progress Payment is more particularly described in the invoice or application for payment, dated _____, 20____ (the "Invoice") previously submitted by Releasor to Contractor. Releasor hereby represents and warrants to Contractor, The Norwood Company, and [Owner Name] ("Owner") that, upon receipt of the Progress Payment, through the date hereof, Releasor, has received from Contractor payments totaling \$_____ for labor performed and/or materials furnished or services provided pursuant to the Contract.

Releasor hereby represents and warrants to Contractor, The Norwood Company and Owner that (i) except for retainage in the amount of \$_____ (the "Retainage"), and any claims identified as unsettled below,** the Progress Payment constitutes payment in full for labor performed and/or materials furnished or services provided through the date of the Invoice, (ii) except for Retainage, Releasor has no claims, including claims for delay or acceleration, against Contractor, Owner or any other party in connection with the Project except those identified as unsettled below, (iii) no mechanic's or materialman's lien or claim or notice of unpaid balance and right to file lien or mechanic's or materialman's lien or claim has been filed against the Property by Releasor, (iv) no mechanic's or materialman's lien or claim or notice of unpaid balance and right to file lien or mechanic's or materialman's lien or claim has been filed against the Property by any of its Sub-subcontractors or materialmen who performed labor and/or furnished materials or provided services with respect to the Project, (v) there is no basis for the filing of any mechanic's or materialman's lien, claim or notice with respect to the Project, and (vi) all Sub-subcontractors and materialmen who were entitled to receive a portion of any progress payment previously paid to Releasor have been paid in full.

Upon receipt of such payment, Releasor for and in consideration of the Progress Payment, hereby forever waives, releases and relinquishes any and all liens, claims and demands whatsoever, which it now has or might or could have on or against the Project, the Property, Contractor, Owner and Owner's successors and assigns, for labor performed, materials furnished or services provided through the date of the Invoice; provided, however, that this release does not apply to the Retainage or to any labor performed and/or materials furnished or services provided by Releasor pursuant to the Contract after the date of this Acknowledgement and Release.

Releasor further declares that by signing and sealing this instrument, Releasor shall be completely estopped from filing or maintaining any and all liens, claims and notices against the Project and the Property for or with respect to labor performed, materials furnished or services provided through the date of the Invoice, and that in the event that any such lien, claim or notice is filed, Releasor shall immediately take steps to cause such lien, claim or notice to be discharged and satisfied. Releasor shall indemnify, defend and hold harmless Contractor and Owner from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the assertion by Releasor, or any of its Sub-subcontractors or materialmen, of any mechanic's lien or claim or the filing of any mechanic's lien, claim, or notice against the Project or the Property or the failure to discharge mechanic's liens, claims and other filings as aforesaid.

IN WITNESS WHEREOF, Releasor, intending to be legally bound hereby, has caused this instrument to be executed, under seal, as of this _____ day of _____, 20____.

RELEASOR:

[Company Name]

By: _____

Name and Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 20____, before me personally appeared _____ the _____ of _____, [legal entity] that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said _____ [legal entity] for the uses and purposes therein mentioned, and on oath stated that s/he was authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year first as above written.

Name:	
NOTARY PUBLIC in and for the State of [State]	
My appointment expires:	

[NOTARY SEAL]

*To the extent this Release is executed by a Sub-subcontractor, it is hereby understood and agreed that any reference to a Progress Payment made by or to a contract entered into with "Contractor" shall refer to and mean "Subcontractor", and further, that any representations made herein shall inure to the benefit of Subcontractor in addition to Contractor and Owner.

** Unsettled Claims: Attach separate sheet describing same.