

STATE OF TEXAS §  
COUNTY OF §

KNOW ALL MEN BY THESE PRESENTS:

**INTERIM RELEASE BY SECOND TIER SUBCONTRACTOR/SUPPLIER**

That, the undersigned, (hereinafter called "Claimant"), for and in consideration of the payment of Dollars ( ), the receipt and sufficiency of which are hereby acknowledged, does hereby fully, finally, and completely release, discharge and exonerate (hereinafter called "Subcontractor"), SureTec Insurance Company (hereinafter called "Subcontractor's Surety"), (hereinafter called "Contractor"), Contractor's surety, if any, and (hereinafter called "Owner"), and the property described as , and all improvements thereon, of and from any and all claims, liabilities, demands, liens, rights to claim liens, rights, equities and/or causes of action of any kind whatsoever which Claimant has, had or may be entitled to assert, whether known or unknown, liquidated, contingent, or otherwise, on account of materials supplied, labor furnished and/or equipment sold or rented to Subcontractor, for the construction of the (hereinafter called the "Project") through ; provided, however, that such waiver and release shall not affect Claimant's rights and claims, if any, to contractually required retainage withheld from this or prior payments to Claimant.

Claimant warrants and represents to Subcontractor, Subcontractor's Surety, Contractor, Contractor's surety, if any, and Owner that all subcontractors, suppliers, laborers and/or lessors of construction equipment that have supplied labor, materials and/or equipment to Claimant in connection with the Project have been paid in full save and except any retainage not currently due and payable and disputed claims, if any, which are itemized on the Attached Exhibit "A". The undersigned further agrees to indemnify, defend, and hold Subcontractor, Subcontractor's Surety, Contractor, Contractor's surety, if any, and Owner harmless of and from any and all claims, liabilities, demands, liens, claims, damages or costs, including attorneys' fees and expenses, which Subcontractor, Subcontractor's Surety, Contractor, Contractor's surety, if any, or Owner may suffer or incur by virtue of the undersigned's failure to pay any of its suppliers, laborers or lessors of construction equipment, or the failure by any of those subcontractors, suppliers, laborers, or lessors of construction equipment to pay any of their subcontractors, suppliers, laborers, or lessors of construction equipment, in connection with the Project.

Claimant hereby agrees that all guarantees and warranties required under the terms of any contract or purchase order pertaining to the work, labor, materials or equipment furnished by Claimant to the Project are and shall remain in full force and effect in accordance with their terms and may be enforced directly by Subcontractor, Subcontractor's Surety, Contractor, Contractor's surety, if any, Owner, and their successors and assigns. Claimant further warrants and represents to Subcontractor, Subcontractor's Surety, Contractor, Contractor's surety, if any, Owner, and their successors and assigns that Claimant has performed its work, or furnished its materials or equipment, in a good and workmanlike manner, free of defects, and in conformance with all Project requirements.

This agreement is binding on Claimant, its representatives, sureties, insurers, heirs, successors and assigns.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Taxpayer ID No. \_\_\_\_\_

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Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_, the \_\_\_\_\_(title) of \_\_\_\_\_, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for the STATE OF TEXAS  
My commission Expires: \_\_\_\_\_  
Typed or Printed Name \_\_\_\_\_