



**WAIVER AND RELEASE OF LIEN
UPON PROGRESS PAYMENT**

Property: _____

Owner: _____

Upon receipt of payment in the amount \$ _____ (the “Progress Payment”), the undersigned lien or hereby waives and releases any and all current or future liens or other claims for payment for labor, materials, or other services provided to the Property and Owner written above. This release covers a progress payment for all labor, services, equipment, and materials furnished to the Property through the date of _____ only and does not cover any retention, pending modifications and changes, or items furnished after this date.

Additionally, the undersigned warrants that he/she has either already fully paid, or will use the money from the Progress Payment to fully pay, all laborers, subcontractors, material men, and suppliers under his or her supervision (the “Subcontractors”) for all work, materials, equipment, and services provided to the Property through the date written above. The undersigned hereby agrees to indemnify and hold harmless the Owner and MXM Capital, LLC and its subsidiaries and affiliates from any claims of lien or other claims for payment from any Subcontractors resulting from the undersigned’s failure to promptly pay any amounts due such Subcontractors from the Progress Payment.

Signature: _____

Name: _____

Date: _____

Company: _____