

From:	
Address:	
Contact:	
To Owner / Project:	JHL Constructors,
Project Address:	

INTERIM UNCONDITIONAL RELEASE – PROGRESS PAYMENTS

The undersigned states that he/she is the authorized agent for the Company signing this release ("Company") and is authorized to act on behalf of the Company. The Company does hereby acknowledge that, including the current progress payment application in the amount of \$ the Company has received total progress payments to date in the sum of \$ "Progress Payments to Date" in exchange for labor, materials, equipment, or other expenses the Company has performed or furnished for the above referenced Project ("Work"). This release does not cover any unpaid amounts, including unpaid retention, pending or proposed change orders, unpaid construction change directives, or unpaid or unknown claims.

- (1) The Company unconditionally waives all rights to and claims for a mechanics' lien, payment bond claim, notice to disburser or verified statement of claim for any and all Work on the Project through the date of (previous billing period end date) to the extent of the Progress Payments to Date.
- (2) The Company unconditionally releases the owners of the Project and their officers, directors, members, managers, affiliates, related entities, employees, agents, representatives, lenders, title insurers, escrow agents, insurers, successors and assigns (collectively the "Owner") and JHL Enterprises, Inc. d/b/a JHL Constructors, Inc. and its officers, directors, members, managers, affiliates, related entities, employees, agents, representatives, insurers, sureties, payment bond sureties, successors and assigns (collectively the "General Contractor") from any and all claims, demands, rights of action, liabilities, judgments, damages, losses, costs, interest, liens, bond claims, verified statements of claim, attorneys' fees or causes of action (at law, in equity, based on state or federal statute or otherwise) of any kind or nature whatsoever arising from or relating to the Project and/or any Work on the Project to the extent of the Progress Payments to Date.
- (3) The Company further certifies that with respect to the Progress Payments to Date, the Company has fully paid, or will timely pay, all amounts due less retainage and any unresolved claims or disputes, to its suppliers, subcontractors, materialmen, employees, servants and agents that have performed or furnished any Work for the Project. The Company represents to the Owner that there has not been any assignment, transfer, or purported transfer, or assignment to any person, firm, or corporation of any of the claims released hereby.
- (4) The Company shall defend, indemnify and hold harmless the Owner and the General Contractor (as they are defined above) from any and all damages, losses, costs and attorneys' fees arising from or relating to the Company, its suppliers, subcontractors, materialmen, employees, servants, agents, or any other person or entity that supplied any Work for the Project at the request of or for the Company asserting any claim, demand, right of action, lien, bond claim, verified statement of claim or cause of action that is released hereby.

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS IS A LEGAL INSTRUMENT AND MUST BE EXECUTED ACCORDINGLY. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

I CERTIFY UNDER PENALTY OF PERJURY UNDER LAWS OF THE STATE OF COLORADO THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT.

Signature	Date
Printed Name and Title	
IN WITNESS WHEREOF, day of	has executed this unconditional interim lien waiver and release on behalf of , in the year 20
State of County of	
Notary Public	