PARTIAL WAIVER OF LIENS AND CLAIMS
FOR CURRENT AND PRIOR BILLING PERIODS

UNCONDITIONAL WAIVER

The undersigned represents and warrants that the sum of **$**_____ ("Prior Payments") was previously paid to and received by _____ ("Subcontractor" or "Lower-Tier Subcontractor"), which sum represents the total amount due and payable to Subcontractor for all work performed and materials and services furnished in furtherance of the construction improvement project known generally as the _____ Project located at _____ in _____ County, Ohio (the "Project") through _____, 20_____ (the "Previous Progress Billing Period") which premises are further known as **JOB #**_____-_____, Subcontractor unconditionally waives and releases all mechanic's lien claims and/or attested account claims, rights of mechanic's lien and/or attested account claims, payment bond claims, and all other demands, damages, causes of action, and other claims of whatever nature or description against Oster Commercial ("Contractor"), the Project owner(s), the Project, the project lessees, Contractor's payment bond surety, or any person or entity relating in any manner whatsoever to the Project to the extent of the Prior Payment. Subcontractor acknowledges and represents that the Prior Payment represents full and final payment for all work, labor, materials, equipment, tools and services supplied to or in furtherance of the Project (including without limitation extra work, fringe benefits, union dues, and impact claims) through the Previous Progress Billing Period, and that no additional sum is or will hereafter be claimed due by Subcontractor for such work, services or materials against or from any person or entity, including without limitation the Project owner(s), the Contractor, Contractor's payment bond surety, or any Project lessee(s) through the Previous Progress Billing Period, with the sole exception of earned and unpaid retention. Subcontractor further represents and warrants that it has paid all of its laborers, subcontractors, vendors, unions, and suppliers in full for material, labor and services performed through the Previous Progress Billing Period, and that the proceeds of the Prior Payment have been applied solely and exclusively to the payment of the persons or entities that have supplied labor, materials, equipment, services or tools to Subcontractor for the Project to fully and completely resolve all of Subcontractor's Project-related debts through the Previous Progress Billing Period. Subcontractor understands that the representations and warranties in this instrument are a material inducement to Contractor's release of any future progress payment to Subcontractor.

CONDITIONAL WAIVER

For and in consideration of the additional sum of **$**_____ ("Current Payment"), which sum represents the total amount due and payable to Subcontractor for all work performed and materials and services furnished in furtherance of the Project through _____, 20____ (the "Current Progress Billing Period"), upon receipt of payment, Subcontractor unconditionally waives and releases all mechanic's lien claims and/or attested account claims, rights of mechanic's lien and/or attested account claims, payment bond claims, and all other demands, damages, causes of action, and other claims of whatever nature or description against Contractor, the Project owner(s), the Project, the project lessees, Contractor's payment bond surety, or any person or entity relating in any manner whatsoever to the Project to the extent of the Current Payment. Subcontractor acknowledges and represents that the Current Payment represents full and final payment for all work, labor, materials, equipment, tools and services supplied to or in furtherance of the Project (including without limitation extra work, fringe benefits, union dues, and impact claims) through the Current Progress Billing Period, and that no additional sum is or will hereafter be claimed due by Subcontractor for such work, services or materials against or from any person or entity, including without limitation the Project owner(s), the Contractor, Contractor's payment bond surety, or any Project lessee(s) through the Current Progress Billing Period, with the sole exception of earned and unpaid retention.

DATE:_____, 20__

State of _____)

County of _____)

Name of Subcontractor: _____

By (print name): _____

Its: _____

Signature: x _____

Before me, a notary public in and for said county and state, personally appeared the signatory who signed this document in my presence, and who acknowledged that he or she is authorized to and did sign the foregoing, and that the same was his or her free act and deed on behalf of _____(Name of Subcontractor), this _____ day of _____, 20_____.

_____
Notary Public