

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a

check from: ABC Company

in the sum of: \$50,000.00 Fifty Thousand Dollars and Zero Cents

payable to: ABC Contactors Inc

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has

on the job of: ABC Company

located at: Sample Project #1

2500 Canyon Drive

Anywhere, PA 55555-5555

to the following extent.

This release covers a progress payment for labor, services, equipment or material

furnished to: ABC Company

through: December 31, 2004

only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in the release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: 06/28/2004

Company: ABC Contactors Inc

Signature: _____

By: John Smith - President
(Name & Title)

State of: PA

County of: Berks

Subscribed and sworn to before me, this 28th day of June

Notary Public Signature: _____

Notary Public Name: Kate Jones

My Commission Expires: 12/30/07