

SUBCONTRACTOR INTERIM WAIVER AND RELEASE AND SATISFACTION OF LIEN (“INTERIM WAIVER”)

Capitalized terms as used herein shall have the same meaning as they do in the Agreement dated _____ and entered into between the Contractor (Commerce GP Inc.) and Subcontractor (as defined therein), pursuant to which the Subcontractor agreed to perform the Subcontract Work (as defined therein), unless otherwise defined herein. The aforementioned Agreement is attached hereto as Exhibit A.

KNOW ALL MEN BY THESE PRESENTS, that the undersigned - _____, the principal of the Subcontractor has represented to the Owner and Contractor that the Subcontractor has (through the date of this Interim Waiver) performed and completed the Subcontract Work strictly in accordance with the Agreement and represents and warrants to the Owner and Contractor, inter alia, that all labor, material and services performed at or in connection with the Project or at the Project Location, the last of which was furnished on or before the date that this INTERIM WAIVER was executed (below). In consideration of the payment of a portion of the Subcontract Price, namely, \$ _____ (the “[insert above] date Payment”), the receipt whereof is hereby acknowledged, the undersigned hereby releases any claim it (or anyone claiming under it or on behalf of the undersigned) has or may have against Commerce GP, Inc., Commerce Realty Group, Inc., Martin E. O’Boyle, Sheila L. O’Boyle and the Property Location (as hereinafter defined), and releases, waives and quit claims to Owner, all liens, lien rights, claims or demands whatsoever which the undersigned (or anyone claiming under it or on behalf of the undersigned) now has or might have against the Property Location (but only to the extent of the amount of the [insert above date] Payment and any prior payments) commonly known as and situate at _____ and is legally described as:

The undersigned acknowledges and certifies that:

- (a) this is an Interim Waiver which the undersigned has against the Property Location and any of the parties listed in (a) through (e) above, for all labor, material and services performed through the date that this INTERIM WAIVER was executed (see below);
- (b) the undersigned has the right and authority to execute this Interim Waiver;
- (c) all laborers employed by the undersigned through stated date have been paid in full.
- (d) **all subcontractors, suppliers, and materialmen to the undersigned who have or who may have furnished labor, material and services to the undersigned in connection with the construction of improvements upon the Project Location have been paid in full.**

The undersigned acknowledges that, the Owner and the Owner's representatives or agents and the Contractor have a right to rely upon this Interim Waiver and that making any false statement may constitute perjury and punishment can be made in accordance with the provisions of the laws of the State of _____.

IN WITNESS WHEREOF, I have set my hand and seal unto this instrument this ____ day of _____, 20 ____.

Witness - _____ Sign Here: _____ Name: _____

Witness - _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____, _____, who is personally known to me or who produced a driver's license or other form of reputable government I.D. as identification and who did take an oath.

Notary Public State of _____

My Commission Expires: