Exhibit “F”

*** SUPPLIER LIEN RELEASE POLICY ***

1. **Before a pay request can be processed and a check issued, we must receive either unconditional (paid) or conditional (unpaid) lien releases (exhibit F) from ALL suppliers from whom you have purchased materials, rented equipment, or subcontracted out services during the period for which the pay application covers.**

   **These supplier releases should be submitted for ALL pay applications (first thru the last, as well as change orders billed separately.)**

If we receive a conditional lien release, BCC will, at BCC’s sole discretion and election, make payment jointly to Subcontractor and any one or more of its suppliers and/or subcontractors.

2. **Before you will be issued payment on your next month’s pay application, if joint checks were issued on the previous pay application; we must receive unconditional supplier lien releases from that joint check, and we must receive unconditional releases from the subcontract for previous period.**

3. **If there were NO suppliers and/or subcontractors for the current pay application, you will need to state that on your letter head; for that job; for that pay period.**

Attached are blank forms for unconditional (paid) and conditional (unpaid) lien releases for your use with your suppliers.

Your prompt attention to this matter is greatly appreciated. If you have any questions or require additional information, please call accounts payable department at the above numbers.

Thank You,

BCC General Contractor, LLC.
CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

PROJECT: ________________________________

OWNER: ________________________________

CONTRACTOR: __________________________

SUBCONTRACTOR: ________________________

Upon receipt by undersigned of a check from ________________________________ in the sum of $ ____________________________ payable to ________________________________ 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 liens, stop notice or bond rights that the undersigned has on said Project against the Contractor, Owner, Subcontractor or the surety of any payment or performance bond issued in regard to the Project to the following extent. This release covers a progress payment for labor, services, equipment, or material furnished through ____________________________ only (herein the “Release Date”), 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 and extras or items furnished after the Release Date.

Rights based upon work performed, items furnished or extras under a 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 this release. Except as set forth herein, 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.

LIEN CLAIMANT: ________________________________

BY: ________________________________

TITLE: ________________________________

DATE: ________________________________

At ________________________________

Subscribed and Sworn before me day this ___ day of ________________________________, 20__.

________________________________________
Notary Public, State of Texas ________________________________
Exhibit “F” – Continued

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

PROJECT: ____________________________
OWNER: ____________________________
CONTRACTOR: ____________________________
SUBCONTRACTOR: ____________________________

Unconditional Supplier & Lower-Tiered Subcontractor Release

The undersigned has been paid and received a progress payment in the sum of $________ for labor and services, equipment, or materials furnished to the Contractor, Owner or Subcontractor on the above described Project. The undersigned does hereby release pro tanto any mechanic liens, stop notice or bond rights that the undersigned has on said Project or against such Contractor, Owner, Subcontractor and surety of any payment or performance bond issued in regard to the Project through __________ (the “Release Date”), only and does not cover any retention or items furnished after the Release Date.

NOTICE: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

LIEN CLAIMANT: ____________________________

I certify under penalty of perjury under laws of the State of Texas that the above is a true and correct statement.

SIGNATURE: ____________________________
PRINTED NAME: ____________________________
TITLE: ____________________________
Dated this _______ day of ___________ 20_____

At ____________________________

Subscribed and Sworn before me day this _____ day of ____________________________, 20____

Notary Public, State of Texas ____________________________