

**CONDITIONAL INTERIM PARTIAL PAYMENT AFFIDAVIT AND LIEN WAIVER  
SECOND TIER SUBCONTRACTOR/SUPPLIER**

DATE: \_\_\_\_\_

**FIRST TIER SUBCONTRACTOR:** \_\_\_\_\_

**SECOND TIER SUBCONTRACTOR/SELLER:** \_\_\_\_\_

PROJECT: LEANDER INDEPENDENT SCHOOL DISTRICT SECURE ENTRY VESTIBULE RENOVATIONS – PHASE 2

OWNER: LEANDER INDEPENDENT SCHOOL DISTRICT

CONTRACTOR: AMERICAN CONSTRUCTORS HOLDING COMPANY

DESCRIPTION OF PROPERTY: 10 Elementary Schools as follows: Jim Plain Elementary, Winkley Elementary, River Place Elementary, Grandview Hills Elementary, Parkside Elementary, Westside Elementary, Reagan Elementary, River Ridge Elementary, Reed Elementary, Camacho Elementary

As of the date shown above, the undersigned representative of Second Tier Subcontractor/Seller makes the following statement under oath for and on behalf of Second Tier Subcontractor/Seller:

Contractor and First Tier Subcontractor have fully paid or made satisfactory arrangements to pay all obligations through \_\_\_\_\_ owed by First Tier Subcontractor to Second Tier Subcontractor/Seller that pertain in any way to the Project.

Second Tier Subcontractor/Seller has fully paid all parties who have furnished labor, materials or equipment to the Project under a contract with or at the order or request of Second Tier Subcontractor/Seller and has fully performed all its obligations under all contracts and subcontracts to which it is a party and which pertain in any way to the Project.

All information here-to-fore provided to Contractor or Owner by Second Tier Subcontractor/Seller that Contractor or Owner may use to determine amounts to be paid to First Tier Subcontractor and Second Tier Subcontractor/Seller, such as invoices, statements, estimates, delivery receipts or work records, are true and correct.

Second Tier Subcontractor/Seller waives any and all liens on the Property and all claims and causes of action that pertain in any way to the Project which Second Tier Subcontractor/Seller would otherwise have against Contractor or Owner through \_\_\_\_\_.

Second Tier Subcontractor/Seller makes this affidavit with the intention and understanding that Contractor and Owner will rely on it when calculating, approving or making payments to First Tier Subcontractor. Second Tier Subcontractor/Seller agrees and acknowledges that it will be liable to Contractor and Owner for any losses that either of them suffer as a direct or indirect result of such reliance.

**SECOND TIER SUBCONTRACTOR/SELLER:**  
**Company:** \_\_\_\_\_  
**By:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

SUBSCRIBED AND SWORN TO BEFORE ME, by \_\_\_\_\_ of the above named Subcontractor/Seller, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to certify which witness my hand and seal of office.

\_\_\_\_\_  
Notary Public, State of Texas

SECOND TIER SUBCONTRACTOR/SELLER'S EXECUTION AND DELIVERY OF THIS AFFIDAVIT AND WAIVER IS CONDITIONED UPON ITS RECEIPT OF PAYMENT IN THE AMOUNT OF \$ \_\_\_\_\_.