

**Schedule 1**  
**PARTIAL RELEASE AND WAIVER OF LIEN**

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This Release and Waiver of Lien ("Release and Waiver of Lien") is entered into by \_\_\_\_\_ ("Contractor") which has furnished labor, materials, supplies, and/or other goods or services (collectively the "Services") under SOW No. \_\_\_\_\_ ("SOW") issued under the Independent Contractor Services dated \_\_\_\_\_, 20\_\_, between Contractor and EnviroSpark Energy Solutions, Inc. ("EnviroSpark") in connection with a project for EnviroSpark's client, \_\_\_\_\_ ("Client"). The Services was performed at \_\_\_\_\_ in \_\_\_\_\_ County, State of \_\_\_\_\_, ("Property") owned, leased, licensed to, used or occupied by Client.

For Services performed under the identified SOW, Contractor contemporaneously herewith requested payment of \$ \_\_\_\_\_ ("Payment") and \$ \_\_\_\_\_ remains to be paid under said SOW for Services to be performed.

1. Pursuant to the Agreement and referenced SOW, and in consideration of the Payment, the sufficiency of which are hereby acknowledged, Contractor represents, warrants and covenants that (i) all those persons claiming by, through, or under Contractor with respect to the Services invoiced, including, without limitation, any employee, subcontractor, supplier, materialman, or laborer, or any other person claiming by, through, or under Contractor (each, a "Supplier") who have performed any part of the Services invoiced, have been fully compensated by Contractor, and (ii) neither Contractor nor any of its Suppliers have any right to file any mechanic's lien or other lien, or any notice of intention to file such a lien, or to make any other claim with respect to any part of the Services performed against the Property, EnviroSpark or the Client (such liens, notices and claims being referred to collectively as "Lien Claims" and individually as a "Lien Claim".)

2. Contractor covenants, on behalf of itself and (to the extent permitted by law) of all Suppliers, that neither Contractor nor any Supplier will file or make, or permit to be filed or made, any Lien Claim against the Property, EnviroSpark or Client.

3. Contractor, on behalf of itself and (to the extent permitted by law) all Suppliers, hereby waives any Lien Claims that it or any of them may have with respect to the Services, and releases and forever discharges EnviroSpark and the Client, their respective affiliates, successors and assigns and the Property from any and all other actions, suits, proceedings, judgments, debts, accounts, bonds, covenants, contracts, promises, variances, damages, expenses, claims or demands of any kind whatsoever, whether arising in law or in equity, that Contractor or any Supplier has ever had or (to the extent Contractor knew or should have known thereof as of the date hereof) may now or in the future have against the Client, EnviroSpark or the Property arising in any way by reason of the Services performed or in connection therewith. Contractor will cause each Supplier that Contractor engages in connection with the Services to enter into a substantially similar form of Release and Waiver of Lien pursuant to which each such Supplier will waive and release Client, EnviroSpark and the Property from any Lien Claim, copies of which will be furnished to EnviroSpark upon request.

4. Contractor will indemnify, defend (with counsel acceptable to Client) and save and hold Client, EnviroSpark and the Property harmless from and against any loss, damages, costs, expenses, fees (including attorneys' fees) arising from any Lien Claims asserted in connection with or by reason of the Services performed by Contractor or anyone claiming by, through or under Contractor, or asserted or incurred by reason of a breach by Contractor of any covenant contained in this Release and Waiver of Lien or the failure or inaccuracy of any warranty or representation contained in this Release and Waiver of Lien.

This Release and Waiver of Lien has been executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, and by signing this document, the signatory warrants to be a appointed representative, authorized to bind Contractor.

CONTRACTOR

By: \_\_\_\_\_  
Title: \_\_\_\_\_