

EXHIBIT B

FORM OF LIEN WAIVERS

The Contractor shall provide lien waivers as follows:

- a. in the form of attached Exhibit B-1 for the Contractor's lien waiver to be provided with Applications for Payment for progress payments;
- b. in the form of attached Exhibit B-2 for the Contractor's lien waiver to be provided for final payment;
- c. in the form of attached Exhibit B-3 for lien waivers from Subcontractors, Sub-subcontractors, and suppliers to be provided with Applications for Payment for progress payments; and
- d. in the form of attached Exhibit B-4 for lien waivers from Subcontractors, Sub-subcontractors, and suppliers to be provided for final payment.

**EXHIBIT B-1
PARTIAL LIEN WAIVER AND RELEASE
FOR THE CONTRACTOR**

_____ has furnished or will furnish certain labor, materials, or equipment on the Project at [fill in address] _____

_____ (the "Project"). In consideration of payments to date and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, effective upon the Owner making payment on the Application for Payment dated _____, the undersigned waives and releases any right which it now has or in the future may have to claim a mechanic's lien or any other lien rights, and waives and releases all other claims of any kind, against (a) the real property where the Project is located; (b) the improvements and other property located thereon; (c) the Owner and its title company and lender and their employees, officers, and agents; and (d) the surety or sureties of the Owner, for anything whatsoever related to the Project (whether billed or unbilled) through the date hereof, except those claims listed as follows:

Retainage in the amount shown on the Application for Payment pending change orders for which the Contractor has provided to the Owner written notice specifically requesting a change order for which there is a written document entitled a Construction Change Directive approved by the Owner.

(If a claim is not listed above, it is not reserved, and any claims or potential claims not listed are waived and released.)

In order to induce payment to be made to the undersigned, the undersigned certifies that it has paid all of its subcontractors, suppliers, and employees for all items connected with the above-referenced Project all amounts owed for the Work covered by payments which the Contractor has received for the Project prior to the date hereof.

The undersigned has executed this waiver voluntarily and with full knowledge of the undersigned's rights under law.

Dated: _____
[Date of Pay Application through which
waiver and release is effective.]

By _____

Its _____

**EXHIBIT B-2
FINAL LIEN WAIVER AND RELEASE
FOR THE CONTRACTOR**

_____ has furnished or will furnish certain labor, materials, or equipment on the _____ Project at [fill in address] _____

_____ (the "Project"). In consideration of the sum total of payments to date and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned waives and releases any right which it now has or in the future may have to claim a mechanic's lien or any other lien rights, and waives and releases all other claims of any kind (whether billed or unbilled), against (a) the real property where the Project is located; (b) the improvements and other property located thereon; (c) the Owner and its title company and lender and their employees, officers, and agents; and (d) the surety or sureties of the Owner.

In order to induce payment to be made to the undersigned, the undersigned certifies that it has paid all of its subcontractors, suppliers, and employees for all items connected with the above-referenced Project.

The undersigned has executed this waiver voluntarily and with full knowledge of the undersigned's rights under law.

Dated: _____
[Date of signing.]

By _____
Its _____

**EXHIBIT B-3
PARTIAL LIEN WAIVER AND RELEASE
FOR SUBCONTRACTORS AND SUPPLIERS**

_____ has furnished or will furnish certain labor, materials, or equipment on the _____ Project at [fill in address] _____

_____ (the "Project"). In consideration of \$_____ representing the sum total of payments to date and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned waives and releases any right which it now has or in the future may have to claim a mechanic's lien or any other lien rights, and waives and releases all other claims of any kind, against (a) the real property where the Project is located; (b) the improvements and other property located thereon; (c) the Owner and its title company and lender and their employees, officers, and agents; and (d) the surety or sureties of the Owner for anything whatsoever related to the Project (whether billed or unbilled) through the date hereof, except those claims listed as follows:

Retainage in the amount of \$_____

(if a claim is not listed above, it is reserved, and any claims or potential claims not listed are waived and released).

In order to induce payment to be made to the undersigned, the undersigned certifies that it has paid all of its subcontractors, suppliers, and employees for all items connected with the above-referenced Project. The undersigned will indemnify the Owner and its lender and title company and the Contractor for all costs and expenses, including attorneys' fees, incurred as a result of claims that any of the undersigned's subcontractors, suppliers or employees have not been paid or relating to the enforcement of this paragraph.

The undersigned has executed this waiver voluntarily and with full knowledge of the undersigned's rights under law.

Dated: _____
[Date of Pay Application through which waiver and release is effective.]

By _____

Its_____

EXHIBIT B-4
FINAL LIEN WAIVER AND RELEASE FOR
SUBCONTRACTORS, SUB-SUBCONTRACTORS, AND SUPPLIERS

_____ has furnished or will furnish certain labor, materials,
or equipment on the _____ Project at [fill in address]

_____ (the "Project"). In consideration of \$_____ representing the
sum total of payments to date and other good and valuable consideration, the receipt and
sufficiency of which is hereby acknowledged, the undersigned waives and releases any right
which it now has or in the future may have to claim a mechanic's lien or any other lien
rights, and waives and releases all other claims of any kind, against (a) the real property
where the Project is located; (b) the improvements and other property located thereon; (c)
the Owner and its title company and lender and their employees, officers, and agents; and
(d) the surety or sureties of the Owner.

In order to induce payment to be made to the undersigned, the undersigned
certifies that it has paid all of its subcontractors, suppliers, and employees for all items
connected with the above-referenced Project. The undersigned will indemnify the Owner
and its lender and title company and the Contractor for all costs and expenses, including
attorneys' fees, incurred as a result of claims that any of the undersigned's subcontractors,
suppliers or employees have not been paid or relating to the enforcement of this paragraph.

The undersigned has executed this waiver voluntarily and with full knowledge of the
undersigned's rights under law.

Dated:_____

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electronically produced with permission of the AIA and can be reproduced without violation until the date of expiration as noted
below.

[Date of signing.]

By_____

Its_____