



2720 SW Corbett Avenue  
Portland, OR 97201-4804

2747 Pence Loop SE  
Salem, OR 97302-1153

(503) 252-3802

(503) 399-7223

(503) 256-3684

(503) 585-7477

CCB# 153167

www.lcgpence.com

**EXHIBIT B**  
**AFFIDAVIT, LIEN WAIVER AND RELEASE**  
**(Subcontractor / Supplier)**

1. **[UNCONDITIONAL RELEASE -- through date certain--]** With reference to construction of the improvements or building known General Office, in the City of Salem, County of Marion, State of Oregon (the "Project"), the undersigned Sample for value received, acknowledges that it has been paid in full for all labor, services, equipment and materials provided or transported in connection with the Project through \_\_\_\_\_, except retainage, if any, and hereby fully and unconditionally waives and releases any and all stop notice rights, liens, claims of lien, rights to lien, bond claim rights (including without limitation Miller Act) and any other claim for payment it now has or asserts or may have or assert for labor, services, equipment, materials provided or transported in connection with the Project through said date, except retainage, if any, and except: [If nothing is specified here, then there is NO exception.]

2. The affiant signing below does hereby swear and attest that s/he has full authority to sign this document on behalf of the undersigned company and that the undersigned company has paid in full for all labor (including contributions & benefits), services, equipment, supplies and materials provided or transported in connection with the Project through the date referenced in paragraph 1 hereof, and that there are no unsettled claims or demands therefor. The undersigned affiant and company further acknowledge that Owner LCG Pence Construction, LLC, its lessee / lender N/A (if any), and LCG Pence Construction, LLC are relying on this Affidavit, Lien Waiver and Release in connection with processing a request for payment.

3. **[RELEASE CONDITIONED ON PROGRESS OR FINAL PAYMENT]** On condition that a payment for work performed during the period \_\_\_\_\_ through \_\_\_\_\_ in the amount of \_\_\_\_\_ is received, the undersigned waives and releases all liens, claims of lien, rights to lien, bond claim rights (including without limitation Miller Act), stop notice rights and any other claim for payment it now has or asserts or may have or assert for labor, services, equipment, materials, transportation and any other cost or expense arising out of or relating to the Project through said date, and further releases Owner LCG Pence Construction, LLC, its lessee / lender N/A (if any), the Project land and improvements, and LCG Pence Construction, LLC from any claim, cause of action, or demand whatsoever arising out of or relating to the Project through said date, except retainage, if any, and except: [If nothing specified here, then there is NO exception.]

DATED this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

COMPANY: **Sample**

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

(if the Company who signs above is a corporation, use the form of acknowledgment opposite:

STATE OF \_\_\_\_\_ )  
 ) ss:  
County of \_\_\_\_\_ )  
Personally appeared the above-named \_\_\_\_\_ and acknowledged the foregoing instrument to be his/her voluntary act and deed.  
Before me:

STATE OF \_\_\_\_\_ )  
 ) ss:  
County of \_\_\_\_\_ )  
The foregoing instrument acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by \_\_\_\_\_ of \_\_\_\_\_ corporation, on behalf of the corporation.  
Before me:

\_\_\_\_\_  
Notary Public for  
My Commission Expires:

\_\_\_\_\_  
Notary Public for  
My Commission Expires:



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**EXHIBIT B.1**  
**AFFIDAVIT, LIEN WAIVER AND RELEASE**  
(Sub-Tier Subcontractor / Supplier)

1. **[UNCONDITIONAL RELEASE -- through date certain--]** With reference to construction of the improvements or building known General Office, in the City of Salem, County of Marion, State of Oregon (the "Project"), the undersigned \_\_\_\_\_ for value received, acknowledges that it has been paid in full for all labor, services, equipment and materials provided or transported in connection with the Project through \_\_\_\_\_, except retainage, if any, and hereby fully and unconditionally waives and releases any and all stop notice rights, liens, claims of lien, rights to lien, bond claim rights (including without limitation Miller Act) and any other claim for payment it now has or asserts or may have or assert for labor, services, equipment, materials provided or transported in connection with the Project through said date, except retainage, if any, and except: [If nothing is specified here, then there is NO exception.]

2. The affiant signing below does hereby swear and attest that s/he has full authority to sign this document on behalf of the undersigned company and that the undersigned company has paid in full for all labor (including contributions & benefits), services, equipment, supplies and materials provided or transported in connection with the Project through the date referenced in paragraph 1 hereof, and that there are no unsettled claims or demands therefore. The undersigned affiant and company further acknowledge that Owner LCG Pence Construction, LLC, its lessee / lender N/A (if any), and LCG Pence Construction, LLC are relying on this Affidavit, Lien Waiver and Release in connection with processing a request for payment.

SAMPLE

3. **[RELEASE CONDITIONED ON PROGRESS OR FINAL PAYMENT]** On condition that a payment for work performed during the period \_\_\_\_\_ through \_\_\_\_\_ in the amount of \_\_\_\_\_ is received, the undersigned waives and releases all liens, claims of lien, rights to lien, bond claim rights (including without limitation Miller Act), stop notice rights and any other claim for payment it now has or asserts or may have or assert for labor, services, equipment, materials, transportation and any other cost or expense arising out of or relating to the Project through said date, and further releases Owner LCG Pence Construction, LLC, its lessee / lender N/A (if any), the Project land and improvements, and LCG Pence Construction, LLC from any claim, cause of action, or demand whatsoever arising out of or relating to the Project through said date, except retainage, if any, and except: [If nothing is specified here, then there is NO exception.]

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_\_.

COMPANY: \_\_\_\_\_

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

(if the Company who signs above is a corporation, use the form of acknowledgment opposite:

STATE OF \_\_\_\_\_ )  
 ) ss:  
County of \_\_\_\_\_ )  
Personally appeared the above-named \_\_\_\_\_ and acknowledged the foregoing instrument to be his/her voluntary act and deed.  
Before me:

\_\_\_\_\_  
Notary Public for  
My Commission Expires:

STATE OF \_\_\_\_\_ )  
 ) ss:  
County of \_\_\_\_\_ )  
The foregoing instrument acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_\_, by \_\_\_\_\_ of \_\_\_\_\_ corporation, on behalf of the corporation.  
Before me:

\_\_\_\_\_  
Notary Public for  
My Commission Expires: