



**EXHIBIT G – PARTIAL WAIVER OF LIEN AND AFFIDAVIT**

State: \_\_\_\_\_ County: \_\_\_\_\_

Project: **Oxford Place Senior Apartments (“Project”)** Owner: **Lehman Housing Partners, LP (“Owner”)**

General Contractor: **Tober Building Company, LLC (“TBC”)**

Vendor: \_\_\_\_\_

For period ending: \_\_\_\_\_ Pay Application Number: \_\_\_\_\_

That the total amount of the Subcontract/Purchase Order, including extras to date is \$ \_\_\_\_\_ on which we have received payment of \$ \_\_\_\_\_ prior to this payment.

That the total amount of the retainage withheld to date is \$ \_\_\_\_\_ on which we have received payment of \$ \_\_\_\_\_ prior to this payment.

ON RECEIPT BY THE UNDERSIGNED of a check from TBC in the sum of \$ \_\_\_\_\_ payable to \_\_\_\_\_ for all labor, materials, equipment, work and other services furnished to the Project through the date of \_\_\_\_\_, and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document become effective and Vendor agrees and certifies as follows:

- 1. Subject to the terms of Paragraph 4 below, Vendor forever waives and releases all causes of action, suits, debts, damages, claims, and demands of any nature whatsoever which Vendor or its successors or assigns now has or may hereafter have against the TBC, the Project Owner, the General Contractor (if TBC is not the General Contractor), the General Contractor’s payment bond surety, if any, TBC’s payment bond surety, if any (collectively, the “Released Parties”), by reason of labor and/or materials and/or equipment furnished to the Project as of the date noted above, including material and/or equipment stored off site, provided. However, this waiver and release shall not apply to retainage identified above and does not apply to any pending change order proposals for which TBC has given written authorizations to proceed to Vendor.
- 2. Vendor hereby forever waives and releases all mechanic’s material men’s or other liens and attested account claims to the fullest extent permitted by law, all rights to file any such liens in the future of any nature whatsoever which the undersigned or its successors or assigns now has or may hereafter have against the Project (including the land and any improvements) by reason of labor and/or materials and/or equipment furnished to the Project as the date noted above, including materials and/or equipment being stored off site.
- 3. Vendor certifies that all persons, firms or corporations who have furnished labor and/or materials and/or equipment to Vendor, or at Vendor’s direction, respecting the Project as of the date noted above, have been paid in full or will be paid with the proceeds of the payment set forth above to fully resolve all Project related debt. Vendor further certifies that it has complied with all laws, regulations and agreements governing the withholding and paying of employment taxes, union dues or other union requirements, and any other obligations related to the employment of persons, and has paid all federal, state or local taxes and fees incurred in the course of its business. Vendor further certifies that no security interest has been given or entered into respecting any material or equipment furnished to Project.
- 4. Vendor understands that the representations and warranties in this instrument are a material inducement to the payment. Vendor shall indemnify, defend and hold the Released Parties harmless from and against any claim or lien or payment demand or cause of action of any laborers, second tier subcontractors, unions, and suppliers of vendor relating to the Project, and all attorney fees related to such claim, demand or cause of action.

VENDOR REPRESENTATIVE: \_\_\_\_\_, appeared before me and he/she made oath in due form of law that the facts, information and representations set forth in the forgoing Partial Waiver of Lien and Affidavit, are true and accurate to the best of his/her knowledge, information and belief.

NOTARY PUBLIC:  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Notary Signature: \_\_\_\_\_