



EXHIBIT I – SUPPLIER’S RELEASE, WAIVER OF LIEN AND AFFIDAVIT

State: _____ County: _____

Before me, the undersigned authority, (name of person signing) stated under oath the following:

- 1. He/she is _____ (title) of _____ ("Supplier").
2. Supplier has furnished or caused to be furnished materials, equipment, or services (collectively, the "Materials") for a construction project known as Oxford Place Senior Apartments ("Project") managed by Tober Building Company, LLC ("Contractor") and owned by Lehman Housing Partners, LP ("Owner"). Supplier furnished the Materials under a contract ("Purchase Contract") between Supplier and _____ ("Purchaser").
The Total amount of the Purchase Contract is: \$ _____
3. Supplier has received and applied for payment in the following amounts:
a. Amounts Previously Paid: \$ _____
b. Current Amount Invoiced But Unpaid: \$ _____
c. Total Value of Materials Furnished (3.a. + 3.b.): \$ _____
d. Remaining amount of Contract to be Furnished & Invoiced: \$ _____
4. Supplier waives and releases all liens and claims or rights of lien against the Project, the Materials, and any funds or payments due or to become due to Tober Building Company, LLC and _____ ("Purchaser"), as well as all claims and rights against any bond on which Purchaser & Contractor are principal, to the full extent that any such liens, claims, or rights are based in whole or in part on any Materials included in 3.a. above. Supplier also releases Purchaser & Contractor, and Owner and their respective officers, directors, sureties, insurers, agents, and employees from all claims, liabilities, debts, damages, rights, and remedies arising from or in connection with any Materials, events, conditions, conduct, acts, or omissions furnished, commencing, occurring, or existing on or before the date that the last of the Materials included in 3.a. above were furnished. Upon payment of the amount shown in 3.b. above, then "3.c." shall be deemed to replace "3.a." throughout this Paragraph 4.
5. Supplier agrees to defend and indemnify Purchaser & Contractor, and Owner against all costs, claims, suits, liabilities, damages, and expenses, including, but not limited to, attorney’s fees, incurred as a result of any lien or bond claim filed by any person or entity who has provided work, services, equipment, or materials to Supplier for the Project and agrees to take immediately all actions necessary to remove any such lien and discharge any such bond claim.
6. Supplier certifies that all of its materialmen, suppliers, consultants, sales representatives, subcontractors, employees, and agents have been paid in full and that there are no outstanding claims arising out of its furnishing any Materials for the Project.
7. The undersigned represents that he or she has full authority to sign this instrument on behalf of Supplier.

Signed this _____ day of _____, 20_____.

Supplier Signature _____ Printed Name _____

Title

Notary Public
Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Signature: _____

(Notary Stamp / Seal)