

**INTERIM AFFIDAVIT AND WAIVER OF
LIENS AND CLAIMS**

FORM #2

PROJECT: _____
LOCATION: _____
OWNER: _____
EFFECTIVE DATE: _____

The undersigned, being first duly sworn, states that he/she is the _____ of _____ (title) (company) (hereinafter referred to as the "Company") and has full and complete knowledge of the facts, circumstances and representations set forth, and further certifies and states as follows:

That said Company has performed work and furnished labor and/or material for use in the construction of the Project prior to the Effective Date set forth above.

That the Company has fully paid for all of said work, labor, material, machinery, equipment and supplies furnished by the Company or by its subcontractors, suppliers, material men and all other persons or entities claiming by or through the Company prior to the Effective Date.

That for and in consideration of payment to the Company of the sum of _____ Dollars (\$_____), and upon actual receipt of such sums by the Company, the Company does hereby waive and release, only however to the extent of said payment, any and all rights to or claim of a lien or liens, or claims against any payment or performance bond, with respect to and on the above-described premises, Project, and all improvements thereon and on the monies or other considerations due or to become due from the Owner, on account of labor, services, material, fixtures, apparatus, equipment, machinery and supplies heretofore furnished by the Company and anyone acting by, through or on behalf of the Company, to or for the above-described premises and Project, prior to the Effective Date set forth above.

That the "List of Subcontractors and Suppliers" appearing at the end of, or attached to this document sets forth a complete listing of all persons and entities who have furnished labor, material, equipment or supplies, in an amount exceeding One Hundred Dollars (\$100.00), to the Project prior to the Effective Date hereof.

The Company further acknowledges that BCD, Inc. and the Project Owner are relying on the information, statements and covenants set forth herein, and that all amounts that shall be paid to and received by the Company in connection with the Project are received in trust for the payment and satisfaction of any and all persons providing labor, material, equipment and/or supplies for or in connection with the work upon and improvement of the Property and Project.

Further this Affiant sayeth not.

COMPANY

Name: _____
By: _____
(Affiant/Title)

STATE OF _____
COUNTY OF _____

The foregoing instrument was subscribed, sworn to and acknowledged before me by _____, this _____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

(Attach Additional Sheet If Necessary)

CAUTION: This Interim Waiver of Lien becomes effective only upon payment of the amounts set forth above. If payment is made to someone other than the person signing this document, payment of the referenced amount must be verified before this document may be relied on.

INSTRUCTIONS:

A) Amount of current pay request.