

EXHIBIT B-1
LIEN RELEASE AND WAIVER FOR PROGRESS PAYMENT

Project Description: _____

ESG Project Number: _____

Subcontract or Purchase Order Number: _____

_____, the undersigned, for and in consideration of the payments made to it by ESG and/or Subcontractor, for Work provided, labor employed and/or materials furnished for the above-referenced project, hereby agrees and certifies as follows:

1. The undersigned hereby affirms that there are no outstanding claims against ESG, Owner or their agents, owners, employees or sureties in connection with this project, and that there are no outstanding claims against the undersigned in connection with this Project by any supplier, or other lower tier entity of the undersigned.
2. In consideration of this progress payment to its complete satisfaction, the undersigned does hereby waive, release, and quitclaim in favor of ESG and the Owner, its payment bond rights and all rights that presently exist to the undersigned to assert a lien upon the land and improvements comprising the project by virtue of any law in the jurisdiction in which the land and improvements are located or an amendment of said law regarding the rights of a subcontractor, supplier, or any other party to assert a lien against the project.
3. The undersigned has not and will not assign any claim against ESG, Owner, Subcontractor, or their agents, owners, employees, or sureties, nor any lien or right to perfect a lien against the project, and the undersigned has the right, power, and authority to execute this Lien Release and Waiver for Progress Payment.
4. The undersigned warrants that upon receipt of \$_____ the undersigned will pay its subcontractors and suppliers within seven (7) days, and that none of such subcontractors or suppliers has any claim, demand, or lien against the project. The undersigned further warrants that all applicable taxes, fees, and benefits relating directly or indirectly to the undersigned's work have been paid in full.
5. No security interest has been given or executed by the undersigned for or in connection with any materials, services, machinery, fixtures, or furnishings placed upon or installed on the project.

This Lien Release and Waiver for Progress Payment shall be an independent covenant and shall operate and be effective with respect to Work provided, Work performed and materials furnished for the project and also for any extra or additional work on the project, including change order work.

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EXHIBIT B-2
LIEN RELEASE AND WAIVER FOR FINAL PAYMENT

Project Description: _____

ESG Project Number: _____

Subcontract or Purchase Order Number: _____

_____, the undersigned, for and in consideration of the payments made to it by ESG and/or Subcontractor, for Work provided, labor employed and/or materials furnished for the above-referenced project, hereby agrees and certifies as follows:

1. Upon receipt of \$_____, the undersigned acknowledges receipt of final payment in full, to its complete satisfaction, for all Work, deliveries of materials and/or for all work performed on the above referenced project, and hereby affirms that there are no outstanding claims against the Owner, ESG, Subcontractor, or their owners, agents, employees, and/or sureties in connection with this project.
2. In consideration of full payment to its complete satisfaction, the undersigned does hereby waive, release, and quitclaim in favor of Owner and ESG, its payment bond rights and all rights that presently exist or hereafter may accrue to the undersigned to assert a lien upon the land and/or improvements comprising the project by virtue of any law in the jurisdiction in which the land and/or improvements are located or an amendment of said law regarding the rights of a contractor, subcontractor, laborer, or supplier to assert a lien or claim against the project.
3. The undersigned does hereby forever release, waive and discharge the project, the Owner, ESG, Subcontractor, and their agents, owners, employees, and sureties, from any and all causes of action, suits, debts, accounts, damages, encumbrances, judgments, claims, and demands whatsoever, in law or equity, which the undersigned and its successors and assigns ever had, now have or ever will have against Owner, ESG, Subcontractor, and their agents, owners, employees, or sureties, by reason of delivery of material, the provision of Work, and/or the performance of work relating to the above-referenced project; and the undersigned hereby agrees to indemnify, defend and hold the above parties harmless from any and all damages, costs, expenses (including attorneys' fees), demands, and suits, directly or indirectly relating to any claim or lien by any party which relates to that which was performed or should have been performed by or for the undersigned.
4. The undersigned has not and will not assign any claim against ESG, Owner, Subcontractor, and their agents, owners, employees, or sureties, nor any lien or right to perfect a lien against the project, and the undersigned has the right, power and authority to execute this Final Affidavit, if notarized below, Waiver and Release.
5. The undersigned warrants that upon receipt of \$_____, final payments will be made within seven (7) days to all of its subcontractors, suppliers and any other lower tier entity from which it has acquired Work, materials incorporated into the project, and any lien or bond claimant relating to the undersigned's work, and that none of such subcontractors, suppliers, lower tier entities, or claimants has any claim, demand, or lien against the project. The undersigned further warrants that all applicable taxes, fees, and benefits relating directly or indirectly to the undersigned's work have been paid in full.

