

**MECHANIC'S LIENS IN NEW ENGLAND
QUICK REFERENCE GUIDE**

STATE	WORK COVERED	TIERS	FIRST STEP/DEADLINE	SECOND STEP DEADLINE	DEFENSE OF PAYMENT	Miscellaneous
MA	Labor, Materials, Rental Equipment	All tiers	-Serve Notice of Identification at beginning of job (not mandatory): -Record Notice of Contract: earliest of : 60 days of Substantial Completion, 90 days from last work, or 90 days from Notice of Termination	-Record Statement of Account within: earliest of 90 days from Substantial Completion, 120 days from Last Work, or 120 days from Notice of Termination: -File Suit within 90 days of recording Statement of Account	Yes , limited to amount due GC from owner at time of Recording Notice of Contract or service of Notice of ID and amount due Sub from GC at time of Notice of Contract	-Never too early to Record Notice of Contract. -Contract must be in Writing
NH	Labor, Materials, Rental Equipment \$15 or more	No further than those supplying Sub	-Subcontractors provide Notice of Lien PRIOR to beginning work [just a letter] - Statement of Account every 30 days	-Suit filed within 120 days of last work or supply -Seek prejudgment attachment, <i>ex parte</i>	Yes , limited to amount due GC from owner at time Notice of Lien is served, and for sub-sub/suppliers, to amount due Sub from GC at time Notice of Lien is served	-Contract need not be in writing -Construction lender can take priority under certain circumstances -Need counsel earlier than most
CT	Labor, Materials, Rental Equipment, \$10 or more	All tiers	-Certificate of Lien recorded within 90 days of last work and served upon Owner/GC within 30 days of recording	- File suit within 1 year of Recording Certificate of Lien	Yes , lien only available up to amount owner agreed to pay contractor, all claims aggregated	
RI	Labor, Materials, Rental Equipment	All tiers	-Pre-lien Notice required for residential GC's -Notice of Intent to Claim Lien served and Recorded within 200 days of last supply,	-Lis Pendens Recorded within 40 days of Recording Notice of Intent -Suit Filed within 7 days of Lis Pendens	No, BUT , claim is limited to sums due for 200 days prior to Recording Notice of Intent	-Rights are not lost, just diminished by failure to record within 200 days.
ME	Labor, Materials, Rental Equipment	All tiers that can trace	- Statement of Account is to be Recorded within 90 days of last supply	-Suit is to be filed within 120 days of last work or supply	Yes , limited to amount due GC from Owner, but can be softened by providing written notice to owner prior to supply	-Applies to Public Contracts also
VT	Labor, Materials, Rental Equipment	Stops at suppliers to subs	-Pre-lien notice to Owner advised - Notice of Lien Recorded within 180 days of due date for payment for last supply	- Must file suit within 180 days of recording Notice of Lien	Yes , limited to amount due under contract between owner and subcontractor	Quick Turnaround to Attorney

PAYMENT BOND STATUTES IN NEW ENGLAND

STATE	TIERS	BOND CLAIM NOTICE	LAWSUIT	MISCELLANEOUS
Federal	Subcontractor, Sub-Subcontractor, Material Supplier	Within 90 days of last work	Within 1 year of last work	-Must be unpaid more than 90 days before filing suit - Attorney's Fees not allowed
MA	All Tiers	Within 65 days of last work	Within 1 year of last work	- Specially Fabricated Materials must provide Notice to GC w/in 20 days of final order - Attorney's fees allowed
NH	Subcontractor, Sub-Subcontractor, Material Supplier	Within 90 days of Project Completion and Acceptance	Within 1 year of filing Bond Claim	-Note the difference in where deadline for bond claim is measured
CT	All Tiers	Within 180 days of last work	Within 1 year of last work	- Must be unpaid for more than 60 days before filing suit - SURETY MUST pay undisputed amount to claimant within 90 days of receipt of claim
RI	Subcontractor, Sub-Subcontractor, Material Supplier	Within 90 days of last work	Within 2 years of last work	-Must be unpaid for more than 90 days before filing suit
ME	Subcontractor, Sub-Subcontractor, Material Supplier	Within 90 days of last work	No less than 90 days from last work, no more than one year from last work	-Remember Maine Mechanic's Liens can attach to Public Buildings too
VT	Creditors of Contractors	Within 90 days of Acceptance of Project Completion by State to Secretary of State	Within one year after filing Bond Claim Notice	Only applies to Highway Projects

ADDENDUM

A

[SELLER COMPANY NAME]

[SELLER ADDRESS]

[SELLER PHONE NUMBER/CONTACT NAME]

CREDIT APPLICATION

Customer Name: _____

___ Corporation ___ Partnership ___ Sole Proprietorship ___ LLC

State of Origin: _____ Principal Location: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Physical Address if P.O. Box: _____

City: _____ State: _____ Zip: _____

Primary Contact: _____ Position: _____

Telephone: _____ Fax: _____ E-mail: _____

Federal Tax ID#: _____

Type of Business: _____ Years in Business: _____

Predecessor Businesses: _____

Parent Company: _____

Parent Company's Address: _____

City: _____ State: _____ Zip: _____

PRINCIPALS

For Proprietorship or Partnership: List all Owners and/or Partners.

For Corporation or LLC: List all Officers, Directors, Members and Majority Stockholders.

<u>Name</u>	<u>Home Address</u>	<u>Phone</u>	<u>Social Sec. No.</u>	<u>Position</u>

Have any of the companies or principals above ever been a debtor in bankruptcy? _____

Has any judgment ever been entered against any of the companies or principals above? _____

Are there any legal actions or arbitration proceedings pending against any of the above? _____

CREDIT REFERENCES (Attach separate schedule if necessary)

Primary Bank:

Name: _____ Account #: _____ Phone: _____

Address: _____ Contact Name: _____

Other Bank:

Name: _____ Account #: _____ Phone: _____

Address: _____ Contact Name: _____

Non-Bank Trade Supplier on Credit:

Name: _____ Account #: _____ Phone: _____

Address: _____ Contact Name: _____

TRADE REFERENCES

Name: _____ Account #: _____ Phone: _____

Address: _____ Contact Name: _____

Name: _____ Account #: _____ Phone: _____

Address: _____ Contact Name: _____

Name: _____ Account #: _____ Phone: _____

Address: _____ Contact Name: _____

FINANCIAL STATEMENT

Please attach a copy of your most recent financial statement of assets and liabilities:

Statement Attached: _____ Statement Will Be Provided: _____ Not Available: _____

VERIFICATION

The undersigned hereby certifies that the foregoing information, including any financial statements, and other documents submitted herewith are true and accurate in every respect. The foregoing information is being provided in order to induce [Name of Seller] to grant credit to Customer and will be relied on by [Name of Seller] in making its credit decisions. The undersigned further agrees to notify [Name of Seller] forthwith upon receipt of information that any of the foregoing is not completely accurate. The undersigned further authorizes [Name of Seller] to gather and use, from time to time, without the undersigned's knowledge, any and all financial and/or credit information relating to the Applicant that can be obtained from any source whatsoever. In connection therewith, the undersigned hereby authorizes any and all of the Bank and Trade references listed within this Application to release to [Name of Seller] such information as [Name of Seller] may request in connection with its investigation of the credit of the Applicant.

TERMS AND CONDITIONS

Customer agrees that any amount not paid within ____ days of invoice date (or such other time as stated on any such invoice) will carry interest at the rate of 1 1/2 % per month, both before and after judgment, and further agrees to pay all costs incurred in collection, including [a reasonable attorney's fee or attorney's fees in the amount of 1/3 of the total balance due] if this account is placed with an attorney for collection, whether suit is filed or not. Customer expressly agrees to submit to personal jurisdiction in [Seller's Home State and County] and agrees that the forum for any litigation pursuant to this Agreement or any other contract between [Seller's Name] and Customer, whether [Seller's Name] or Customer brings suit, shall be [Seller's Home State and County]. This Agreement shall be governed by and construed in accordance with the laws of [Seller's Home State].

Customer further agrees to pay all amount due under the Agreement until [Seller's Name] has received written notice closing this account, mailed U.S. Mail Certified Return Receipt Requested, no matter what person or entity ordered or used the labor and/or material supplied on this account and regardless of any change in the legal structure of Customer or the existence of entities or individuals legally distinct from Customer using or benefiting from the labor and materials supplied. In the event other entities or individuals order or use the labor or materials pursuant to this Agreement, it is agreed that both the Customer and such other legal entities or individuals shall be obligated for all amounts due under this Agreement.

Customer agrees that all shipments to any one project shall be considered part of a specific and continuing contract related to a single property. All waivers executed by [Seller's Name] shall be effective only to the total dollar amount of payments actually received without any bankruptcy filing for ninety days thereafter. Customer agrees that [Seller's Name] retains its mechanic's lien, payment bond or other legal rights for unpaid deliveries, regardless of what other waiver documents have been presented to Seller for signature or restrictive endorsements on checks that may imply otherwise. Customer agrees that in the event that payment of any invoice is past due, [Seller's Name] may, at its option, declare all amounts immediately due and payable. Customer further agrees that [Seller's Name] has the right to determine, in its sole discretion, how to apply payments and which invoices to pay with all payments received on this account, despite any advice to the contrary. [Seller's Name] may change credit limits or other credit terms at any time, in its sole discretion.

Customer agrees that all funds owed to Customer from anyone or received by Customer to the extent those funds result from the labor or materials supplied by [Seller's Name] shall be held in trust for the benefit of [Seller's Name]. Customer agrees it has no interest in such Trust Funds and will promptly account for and pay such Trust Funds to [Seller's Name]. Customer

irrevocably assigns to [Seller's Name] any interest it may have in its Trust Fund account receivable.

[Seller's Name] may stop the manufacture or supply of any labor or materials when it, in its sole discretion, determines that Customer is in breach of this Agreement or any other contract, or [Seller's Name] has insecurity with respect to Customer's creditworthiness, until payment is made and any dispute or insecurity has been resolved. In no event shall [Seller's Name] be liable for any damage due to delay of any type, nor consequential, special or punitive damages. Customer agrees to pay a reasonable storage fee if materials are on [Seller's Name] yard more than 60 days.

LIMITED WARRANTY AND LIABILITY DISCLAIMER. [Seller's Name] warrants that the materials sold under this Agreement meet solely the description and specifications for the same set forth in the applicable quotation, if any, and shall be free from defects in material and workmanship for a period of _____ from the date of delivery thereof. No other express warranties are made with respect to said materials. Acceptance by Customer of the materials shall constitute confirmation by Customer that the materials meet the description and specifications, if any, set forth in such applicable quotation. [Seller's Name] is not responsible for installation or defective conditions caused by installation. Customer's exclusive remedy for breach of this warranty shall be to require [Seller's Name], at [Seller Name's] option, to refund the purchase price for the Materials sold hereunder, to repair or to provide Customer with conforming replacements for any nonconforming materials. [Seller's Name] shall not be responsible for any removal or installation costs. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WRITTEN OR ORAL WARRANTIES OR CONTRACTUAL AGREEMENTS, WHETHER EXPRESS OR IMPLIED BY LAW OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR HABITABILITY.

Applicant(s):

By: _____

Date: _____

Name Printed: _____

Title: _____

By: _____

Date: _____

Name Printed: _____

Title: _____

**CREDIT APPLICATION NOT ACCEPTED WITHOUT APPROVAL
OF SELLER'S CREDIT DEPARTMENT**

**INTERNAL OFFICE APPROVAL
CREDIT APPLICATION**

Accepted by:

SELLER'S NAME

By: _____

Printed Name: _____

Title: _____

Date: _____

Not Accepted without Signature of SELLER

For Office Use Only

Where customer is a sole proprietorship or a partnership, has [Seller's Name] determined whether married sole proprietor or partner has sufficient financial assets in his/her own name to qualify for credit?

Yes

No

For Office Use Only

Credit Department

D&B/ NACM Report: _____

Trade References Checked: _____

Terms: _____

Credit Limit: _____

Guaranty Required: _____

Approved by: _____

Account No: _____

Sales Department

Approved by: _____

Salesperson: _____

ADDENDUM B

PROJECT INFORMATION SHEET

Customer Name: _____

Customer Address: _____

Customer Telephone/fax: _____

General Project Information

Information and Documents Needed before Labor and Materials Supplied

- 1) Project name:
- 2) Who does your customer have a contract with?
- 3) Name, address and telephone number of your customer (business and if personal guarantee home address).
- 4) Owner's name, address and telephone number:
- 5) Is the owner a tenant? If so what is the name, address and telephone number of the owner of the real estate?
- 6) Architect's name, address and telephone number:
- 7) General contractor's name, address and telephone number:
- 8) General location of project (e.g, town, county, nearby roads and directions):
- 9) Street address and Legal description of property (attach copy of site plan or building permit):
- 10) Scope of contract (description of labor and materials supplied):
- 11) Lots, parcels or units worked on (in the case of subdivisions, condominiums, office buildings, shopping centers, and other multi-unit developments):

- 12) Type of project (e.g., public or private, road or site improvements, single family dwellings or townhouse, shopping center or office building, tenant improvements in office or mall):
- 13) Name, address and telephone number of surety and principal on payment bond:
(attach copy of bond if possible)

Final Project Information to Enforce Rights

- 14) Attach invoices and delivery tickets for labor and/or materials supplied to each lot.
List amount you are owed on each lot or unit:
- 15) Date your work commenced on each lot or unit:
Date your work was completed/terminated on each lot or unit:
- 16) Statement of Account showing (attach copies of all invoices and requisitions):
 - Original contract amount;
 - Amount of change orders or additional work;
 - Date and amount of all payments received.
- 17) Attach copy of contract, all change orders or extra work authorizations.
- 18) Attach all waivers of liens signed:
- 19) Attach any notices sent to bonding companies, owners, general contractors or anyone else.
- 20) Attach letters or notices complaining of problems with your work.

Please attach additional sheets if necessary.

ADDENDUM

C

SUPPLIER QUOTE/ORDER ACCEPTANCE

[Seller's Name]

[Seller's Address]

[Seller's Phone Number]

[Seller's Name], hereby makes the following proposal for the supply of labor and/or materials to [Job Name], located at [Job address], owned by [Owner Name] of [Owner's address], as set forth in the plans dated [Date of Plans] drafted by [Architect/Engineer's name]:

Seller proposes to supply the following to the Project:

[Describe Scope in Detail] _____

Seller's labor and/or materials will not include the following:

Project to be commenced by: _____ Project shall be completed by: _____

Seller proposes to furnish the above described labor and/or materials to Project for the sum of: [PRICE] _____, with payment due to the Seller: [Check Applicable]

- With this signed Proposal _____
- Upon delivery of materials to Project _____
- Within 30 days of deliver of materials to Project _____
- In accordance with the following draw schedule _____
 - Draw Schedule:

Proposal is invalid unless accepted and returned to [Seller's Name] in writing on or before: _____

Authorized Signature By: _____ Date: _____

The undersigned authorized signature agrees to all terms and conditions attached hereto. [Attach Terms and Conditions from Credit Application, have Terms and Conditions initialed or signed]

Acceptance of Proposal: [Buyer]

Signature: _____

Name Printed: _____

Date of Acceptance: _____

ADDENDUM D

**NOTICE OF CONTRACT
(Massachusetts)**

Pursuant to Mass. Gen. L. c. 254, §4, notice is hereby given that by virtue of a written contract dated April 1, 2009 between Stone Masonry, Inc. (hereinafter “Stone”), and Fly-By-Night Construction, Inc. (“Fly-By-Night”), general contractor, said Stone is to furnish or has furnished labor or material, or both labor and material, or is to furnish or has furnished rental equipment, appliances or tools, in the erection, alteration, repair or removal of a building, structure or other improvement of real property by Fly-By-Night, general contractor for Ryan D. Sullivan, owner, on a lot of land or other interest in real property located at 138 Fern Road, Medford, Middlesex County, Massachusetts and more fully described on the Exhibit A attached hereto.

For owner’s title see Book 50636, Page 186 in the Middlesex County Registry of Deed.

As of the date of this notice, an account of said contract is as follows:

1.	Contract Price	\$50,000
2.	Performed to Date	\$38,000.00
3.	Payments Received	\$10,000.00
4.	Total due	\$28,000.00

The regular mailing address of the party recording or filing this notice is:

Stone Masonry, Inc.
C/O Ryan D. Sullivan
Sullivan Legal
Shipway Place, C-8
Charlestown, MA 02129

STONE MASONRY, INC.

By: _____
Ryan D. Sullivan
Attorney and Authorized Agent
Sullivan Legal
Shipway Place, C-8
Charlestown, MA 02129
rsullivan@sullivan-legal.com

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

April __, 2010

On this ____ day of _____, 2010, before me, the undersigned notary public personally appeared Ryan D. Sullivan, proved through satisfactory evidence to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as attorney and authorized agent for Stone Masonry, Inc.

Notary Public: _____

My commission expires: _____

EXHIBIT A

The land with the buildings thereon, situated on Fern Road, in Medford, Middlesex County, Massachusetts and being shown as lot number 132 on a Plan of Boulevard Heights, Medford, Mass., surveyed for George A. McCormack, by Ernest W. Branch, C.E. dated April 15, 1910 and recorded with Middlesex South District Deeds, Plan Book 185, Plan 42.

Said premises are further bounded and described as follows:

EASTERLY	by said Fern Road, forty (40) feet;
NORTHERLY	by lot numbered 131, on said plan, one hundred twenty-seven and 35/100 (127.35) feet;
WESTERLY	by land of owners unknown, forty and 07/100 (40.07) feet; and
SOUTHERLY	by lot numbered 133, on said plan, one hundred twenty-nine and 7/10 (129.7) feet.

Said premises contain 5141 square feet of land more or less according to said plan.

ADDENDUM

E

NOTICE OF IDENTIFICATION
(Massachusetts)
(WHEN SUPPLYING A SUBCONTRACTOR)

Notice is hereby given to _____, as contractor, that _____, as subcontractor/vendor, has entered into a written contract with _____ to furnish labor or materials, or labor and materials, or rental equipment, appliances or tools to a certain construction project located at _____ (street address), _____ (Town or City), Massachusetts. The amount or estimated amount of said contract is \$ _____.

The regular mailing address of the party recording or filing this notice is:

[INSERT ADDRESS HERE]

[COMPANY NAME]

By: _____

[Add name, title, address, phone number]

Dated: _____

ADDENDUM

F

**STATEMENT OF ACCOUNT
(Massachusetts)**

Notice is hereby given that pursuant to a written contract dated _____, 20____, between _____, Contractor, and _____ subcontractor or material supplier, the following is a just and true account of the amount due, including credits, [Subcontractor or Supplier's name] from [entity that owes sub or supplier money], for labor and material furnished in the erection of the building on the lot of land described as follows:

[INSERT SAME LEGAL DESCRIPTION AS IN NOTICE OF CONTRACT]

The owner of the said land and building is: [OWNER'S NAME AND ADDRESS, BE SURE],

The amount is as follows:

Contract	\$ _____
Less Previous Payments	\$ _____
Balance	\$ _____
Plus Extras (additive change orders)	\$ _____
Less Credits (deductive change orders)	\$ _____
Total Due	\$ _____

I, _____, [title], and authorized agent for [Supplier or Subs Name], hereby certify under the pains and penalties of perjury that the foregoing is true and accurate as of this _____, day of _____, 20____.

[Signature] _____

[Printed name, title and company name/address]

ADDENDUM

G

SMART SUPPLIER, INC.
105 Gravel Road
Plymouth, NH
603-555-5555

May 3, 2008

**VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED
AND FACSIMILE**

Friendly Project Owner, Inc.
100 Daniel Webster HWY
Nashua, NH

Shaky Construction, Inc.
101 Daniel Webster HWY
Nashua, NH

Re: PROJECT: Fictitious Boys & Girls Club
G.C.: Shaky Construction, Inc.
SUBCONTRACTOR: Leaky Roofing, Inc.

To Whom It May Concern:

We are pleased that Smart Supplier, Inc. ("Smart Supplier") has been selected to serve as the material supplier for Leaky Roofing, Inc. ("Leaky Roofing") on the Fictitious Boys & Girls Club Project (the "Project") in Somewhere, New Hampshire. Pursuant to New Hampshire R.S.A. 447:5, 447:6, and 447:8 Smart Supplier hereby provides you notice of our involvement on the Project pursuant to RSA 447.

Please contact us if you have any questions. We look forward to working with you and Leaky Roofing toward the successful completion of the Project.

Sincerely,

Peter Proactive, President
Smart Supplier, Inc.

CC: Leaky Roofing, Inc.

ADDENDUM

H

STATEMENT OF ACCOUNT

(N.H. Rev. Stat. Ann. §447: 8)

To: _____

[Name of Owner or Construction Manager]

[Address]

To: _____

[Name of Contractor, GC]

[Address]

NOW COMES, [Name, Title], of [Name of Company] (hereinafter the "Claimant"), and authorized agent, as a [subcontractor][material supplier] that has supplied labor and/or materials for the improvement of the property located and described as:

[PROPERTY ADDRESS AND DESCRIPTION],

and provides the following statement of account:

1. From [date of begin supply] to [date of last supply], the Claimant has provided labor and materials as follows:

Description of Labor/Materials	Date	Cost/value
[can reference invoices and attach for brevity]		

2. Amount claimed since last Statement of Account: \$ _____
3. Amount paid since last Statement of Account: \$ _____

4. Total Amount Claimed including this Statement: \$ _____

This the _____ day of _____, 20____,

[Claimant Entity Name]

By: _____

[NAME Written, Title], and authorized agent.

CERTIFICATE OF SERVICE

I, _____, hereby certify that on this ____ day of _____, 20____, I caused the above document to be served via **[CERTIFIED MAIL, RETURN RECEIPT REQUESTED] [FIRST CLASS MAIL] [IN HAND DELIVERY]** upon the following:

[ADD NAME OF ENTITY AND ADDRESS FOR ALL SERVED ENTITIES]

Signature: _____

Name: _____

Address: _____

ADDENDUM I

Prepared by, [ATTORNEY OR PREPARER]

Claimant

Name:
Company:
Address:
City:
State:
Zip:
Phone:
Fax::

CERTIFICATE OF LIEN- CORPORATION
(Conn. Gen. Stat. §49-34)

COMES NOW, _____, as the representative of [COMPANY] a [STATE] Corporation which has performed services or furnished materials for the improvement of the real property described as [Common Name for Project, then address] , [Town Project is in], Connecticut, and would state as follows:

1. On or about the _____ day of _____, 20____, the undersigned commenced performing services or furnishing materials for the improvement of the above described property.
2. The Owner of said property is _____.
3. The undersigned is justly due, as nearly as can be ascertained, the amount of \$_____ for the furnishing of said services, labor, or materials and is entitled to a lien for said amount.

This the _____ day of _____, 20_____.

Signature

State of _____
County of _____

On this the _____ day of _____, _____,
before me, _____, personally appeared _____,
known to me or satisfactorily proven to be the person subscribed to the within instrument
and acknowledged that _____ (he, she) executed the same for
the purposes therein contained.

In witness whereof I hereunto set my hand.

Date: _____

Notary Public

Print Name: _____

My Commission Expires: _____

Certificate of Delivery

I, _____, hereby certify that I have delivered this day a true and
accurate copy of the foregoing Certificate of Lien to the following via certified U.S. Mail,
Certified Return Receipt Request [or Hand Delivery by Marshall]:

OWNER	General Contractor
[NAME AND ADDRESS]	[NAME AND ADDRESS]

ADDENDUM

J

**NOTICE OF INTENTION TO DO WORK OR
FURNISH MATERIALS OR BOTH**

All persons are hereby notified that the undersigned has within the two hundred (200) days prior to the mailing hereof done work, furnished materials, or both, and/or intends to do so in the future (cross out inappropriate words), in the construction, erection, alteration, or preparation of an improvement on land described as follows: (insert land description) and that the land is owned by or leased to (insert name of owner or lessee or tenant). The nature of the work being done or materials being furnished to (insert name of who you are directly supplying), whose address is (insert address of who you are supplying).

The approximate value of said work or materials is, as of the date of the notice, [include amount], itemized as follows: and the undersigned has not been paid for the work or materials or both;

[ITEMIZE STATEMENT OF ACCOUNT]

The undersigned authorizes (name or name of authorized rep) to act or sign documents on behalf of the undersigned in all matters pertaining to this notice, or any lien claimed hereunder, or release thereof.

You are hereby informed that the undersigned may within two hundred (200) days of the performance of the work or furnishing of the materials, file in the records of land evidence of the city or town of (town where property located) a copy of this notice of intention to do work or furnish materials. The filing of the notice of intention, together with this mailing, will perfect a lien against the land described herein, under and subject to the provisions of the Rhode Island Mechanics' Lien Law.

Signed and sworn this _____ day of _____,

[NAME AND ADDRESS OF CLAIMANT]

By: _____
[Name, title] and authorized agent

State of _____
County of _____

On this the _____ day of _____, _____, before me, _____, personally appeared _____, known to me or satisfactorily proven to be the person subscribed to the within instrument and acknowledged that _____ (he, she) executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand.

Date: _____

Notary Public

Print Name: _____

My Commission Expires: _____

ADDENDUM

K

NOTICE OF LIS PENDENS

All persons are hereby notified that the undersigned this day has filed or will file within seven (7) days hereafter, in the superior court for _____ County, a complaint to enforce a mechanic's lien against (Defendant Name and description of interest in the land), concerning land described as follows: _____. The undersigned asserts that there is due to him or her the sum of \$ _____ under the mechanics' lien law, mailed to _____ on (date of mailing) and filed in the records of land evidence of the city or town of _____ on _____.

_____.

[Name and address of person filing notice]

ADDENDUM L

SENT CERTIFIED, RETURN RECEIPT REQUESTED

GENERAL CONTRACTOR

SUBCONTRACTOR

U.S. CONTRACTING OFFICER

Re: Project:
 Our Client: Material Supplier
 Debtor: Subcontractor

Ladies and Gentlemen:

We are counsel for Material Supplier.

Subcontractor is indebted to our client for labor and materials supplied in and about the performance of its subcontract on the above-referenced project in the amount of Seventeen Thousand Six Hundred Five and 00/100 Dollars (\$17,605.00) plus interest and costs ("Balance"). The entire Balance, less Nine Hundred Eighty Five and 00/100 Dollars (\$985.00) representing 5% retainage, is seriously past due.

Please take notice that our client hereby makes claim on the payment bond provided on the project by the general contractor and any subcontractor payment bond. Please forward a copy of all payment bonds on the project at your earliest convenience.

Please also take notice that our client has the benefit of an equitable lien on any funds now held by the owner or general contractor on the project. These Retained Funds are not property of the Debtor; our client has an equitable right or a trust interest in those Retained Funds, with priority as to those Retained Funds over other creditors of the Debtor and allowing payment of those Retained Funds to our client.

Please contact me to let us know the status of accounts between your company and the Debtor and other matters described in this letter. We would be happy to answer any questions that you have to us at that time. Please let us know if you need to see copies of our invoices or any other documents.

Any help you can provide us in obtaining payment will be mutually beneficial. I look forward to your prompt attention to the above matters. We look forward to hearing from you.

Sincerely,

Ryan D. Sullivan

cc: Client