



AMEREN CORPORATION AND SUBSIDIARIES
COLLECTION OF LIEN WAIVERS

It is Ameren’s policy to collect lien waivers from all Contractors (and certain First- and Second-Tier Subcontractors¹) where: (1) the Contractor provides design, equipment, materials or labor, and (2) the design, equipment, materials or labor improve the value of an Ameren Energy Center, substation or other owned or leased real property²; and (3) the purchase order (P.O.) issued by Ameren for Contractor's work is \$50,000 or greater.

If lien waivers are required, each Contractor must submit the following documentation with each invoice of \$25,000 or more and its final invoice in order for such invoice to be paid.

1. Initial Invoice Requiring Lien Waiver

Together with its first invoice of \$25,000 or more, Contractor shall submit:

- A. Contractor’s Affidavit and Conditional Partial Lien Waiver – Attachment 1.

2. Subsequent Invoices

For each subsequent Contractor invoice of \$25,000 or more (other than a final invoice), Contractor shall submit:

- A. Contractor’s Affidavit and Conditional Partial Lien Waiver – Attachment 1;
- B. Subcontractor’s Partial Lien Waiver – Attachment 2³ for each of Contractor's direct subcontractors (“First-Tier Subcontractors”) identified on the Affidavit and Conditional Partial Lien Waiver submitted by Contractor with its immediately prior invoice as having a “Subcontract Amount” of \$250,000 or greater and an “Amount Due Through [Date]” of \$100,000 or greater; and
- C. Subcontractor’s Partial Lien Waiver – Attachment 2, from each First-Tier Subcontractor’s direct subcontractor (“Second-Tier Subcontractor”) identified on the First-Tier Subcontractor’s immediately prior Partial Lien Waiver and for whom the “Subcontract Amount” as having a “Subcontract Amount” of \$250,000 or greater and an “Amount Due Through [Date]” of \$100,000 or greater.

3. Final Invoice

Together with the Contractor’s final invoice, the Contractor shall submit:

- A. Contractor's Final Affidavit and Conditional Final Lien Waiver – Attachment 3;
- B. Subcontractor’s Unconditional Final Lien Waiver (Attachment 4), from each First-Tier Subcontractor identified its Affidavit for Final Payment as having a “Subcontract Amount” of \$250,000 or greater, and
- C. Subcontractor’s Unconditional Final Waiver of Lien (Attachment 4), from each Second-Tier Subcontractor identified in the First-Tier Subcontractor’s Unconditional Final Waiver of Lien as having a “Subcontract Amount” of \$250,000 or greater.

¹ A “Contractor” has a direct contract with Ameren. A “First-Tier Subcontractor” has a direct contract with the Contractor. A “Second-Tier Subcontractor” has a direct contract with a First-Tier Subcontractor.

² Examples of covered projects include: labor, equipment and materials incorporated into construction projects, or used in connection with repairs or maintenance performed at Ameren-owned buildings or other facilities; drawings produced by a design professional for improvements, modifications or additions to a building or facility; and equipment or materials which become permanently affixed to Ameren-owned real property.

³ If the Subcontractor has completed its work, Contractor shall submit a Subcontractor's Unconditional Waiver of Lien (Attachment 4) in lieu of a Subcontractor's Partial Lien Waiver.

ATTACHMENT 1

**CONTRACTOR'S
AFFIDAVIT AND CONDITIONAL PARTIAL LIEN WAIVER**

Ameren PO# XXXXXXX

Name of Contractor: _____

Total Contract Price: \$ XXX,XXX,XXX.XX

Contractor Invoice #: _____

Invoice Amount: \$ XX,XXX,XXX.XX

For work performed through: XX/XX/XX

The undersigned, [name of person executing], the [title of person executing] (title) of Contractor, which has provided labor, equipment and/or materials ("*Work*") for the improvement of property at the following location: [address of Owner property] (the "*Property*") owned by [drop down menu] ("*Owner*"), hereby represents and states as follows:

(1) Contractor has received payment of \$XX,XXX,XXX.XX, prior to receipt of the progress payment now requested in the gross amount of autofill invoice amount less contract retainage funds, if any, to be withheld by Owner of \$ XX,XXX,XXX.XX, for a net payment due of \$[auto-calculated] ("*Current Payment*").

(2) Contractor has engaged the following subcontractors and suppliers to furnish Work under the Purchase Order ("*First-Tier Subcontractors*") at a subcontract amount of \$250,000 or greater:

FIRST-TIER SUBCONTRACTOR NAME (A)	DESCRIPTION OF LABOR/MATERIAL/EQUIPMENT SUPPLIED	SUBCONTRACT AMOUNT (B) (\$)	AMOUNT PAID PRIOR TO [Date](B) (\$)	AMOUNT DUE THROUGH [Date](B)(C) (\$)
["None" or name]		XX,XXX,XXX.XX	XX,XXX,XXX.XX	XX,XXX,XXX.XX
		XX,XXX,XXX.XX	XX,XXX,XXX.XX	XX,XXX,XXX.XX
		XX,XXX,XXX.XX	XX,XXX,XXX.XX	XX,XXX,XXX.XX
		XX,XXX,XXX.XX	XX,XXX,XXX.XX	XX,XXX,XXX.XX
		XX,XXX,XXX.XX	XX,XXX,XXX.XX	XX,XXX,XXX.XX
		XX,XXX,XXX.XX	XX,XXX,XXX.XX	XX,XXX,XXX.XX

- (A) If Contractor has no First-Tier Subcontractors with a contract amount of \$250,000 or greater, state "None".
- (B) For Lump Sum or Fixed Priced contracts, Contractor may just state that the Subcontract Amount is at least \$250,000 and whether the "Amount Due Through [Date]" is \$100,000 or greater.
- (C) Contractor shall submit a fully-executed Subcontractor's Partial Lien Waiver with its next invoice for each listed First-Tier Subcontractor if the amount shown in this column is \$100,000.00 or greater, unless the Subcontractor has finished its Work, in which case Contractor shall submit a Subcontractor Unconditional Final Lien Waiver.

(3) This statement is a full, true and complete statement of all Work performed by Contractor under the Purchase Order through [Date], other than Submitted Claims (as defined below), if any.

(4) Contractor has submitted the following claims to Owner for additional compensation (via a written Change Order Request (COR) or Proposed Change Order (PCO)) for Work performed through [Date], which remained unpaid as of such date ("*Submitted Claims*"):

Submitted Claim COR/PCO #	Date Submitted to Owner	Description of Claim	Amount (\$)
	XX/XX/XX		XX,XXX,XXX.XX
	XX/XX/XX		XX,XXX,XXX.XX
	XX/XX/XX		XX,XXX,XXX.XX
	XX/XX/XX		XX,XXX,XXX.XX
	XX/XX/XX		XX,XXX,XXX.XX

(5) Conditioned only, and effective immediately upon, its receipt of the Current Payment, Contractor hereby waives and releases, without reservation, all right to payment from Owner and all mechanics liens and other claims against the Property, in each case, for Work performed by it through [Date] under the Purchase Order, except for any: (A) contract retainage funds withheld by Owner; and (B) Submitted Claims.

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(6) Provided Owner is not in breach of its payment obligations to Contractor under the Purchase Order, Contractor shall defend and indemnify Owner and the Property against all liens and other claims of Contractor's subcontractors or suppliers of every tier, including all expenses, costs and attorney fees associated therewith, demanding payment for Work provided through [Date] under the Purchase Order.

Dated: [XX/XX/XX]

[CONTRACTOR NAME]

By: /s/ [name of signer] *

Title: [title]

* Electronic signature; a physical signature is not required.

ATTACHMENT 2

STATE OF _____)
) SS
 COUNTY OF _____)

SUBCONTRACTOR'S PARTIAL LIEN WAIVER

Name of Subcontractor: _____

Name of Contractor: _____

For work performed through: XX/XX/XX

The undersigned, an authorized representative of Subcontractor, hereby represents and states as follows:

- (1) Subcontractor has provided labor, equipment and/or materials ("Work") to or through Contractor for the improvement of property owned by [drop down menu] ("Owner") at the following location: [address of Owner's property] (the "Property").
- (2) Subcontractor has been paid for all such Work through [Date], except for any: (i) Submitted Claims (as defined below) and (ii) contract retainage withheld.
- (3) Subcontractor has submitted the following claims for additional compensation to Contractor for Work performed through [Date], which claims remained unpaid as of such date ("Submitted Claims"):

DATE SUBMITTED TO CONTRACTOR	DESCRIPTION	AMOUNT (\$)
XX/XX/XX		XX,XXX,XXX.XX
XX/XX/XX		XX,XXX,XXX.XX
XX/XX/XX		XX,XXX,XXX.XX
XX/XX/XX		XX,XXX,XXX.XX
XX/XX/XX		XX,XXX,XXX.XX

- (4) *To be completed by "first-tier" subcontractors only:* Subcontractor has engaged the following subcontractors and suppliers to perform Work on or for the Property ("Second-tier Subcontractors") for a contract amount of \$250,000.00 or greater. The information set forth below with respect to each such Second-tier Subcontractor is complete and accurate:

SECOND-TIER SUBCONTRACTOR(A)	DESCRIPTION OF LABOR/MATERIAL/EQUIPMENT SUPPLIED	SUBCONTRACT AMOUNT (B) (\$)	AMOUNT PAID PRIOR TO [Date] (\$)	AMOUNT DUE THROUGH [Date] (B)(C) (\$)
None or Name		: XX,XXX,XXX.XX	XX,XXX,XXX.XX	XX,XXX,XXX.XX
		XX,XXX,XXX.XX	XX,XXX,XXX.XX	XX,XXX,XXX.XX
		XX,XXX,XXX.XX	XX,XXX,XXX.XX	XX,XXX,XXX.XX
		XX,XXX,XXX.XX	XX,XXX,XXX.XX	XX,XXX,XXX.XX
		XX,XXX,XXX.XX	XX,XXX,XXX.XX	XX,XXX,XXX.XX

(A) If Subcontractor has no Second-tier Subcontractors with a contract amount of \$250,000 or greater, state "None".
 (B) For fixed priced subcontracts, Subcontractor may just state that the subcontract amount is at least \$250,000 and whether the "Amount due through [Date]" is \$100,000 or greater.
 (C) Subcontractor shall submit a Subcontractor's Partial Lien Waiver to Contractor with its next invoice if the amount shown in this column is \$100,000 or greater, unless such Second-Tier Subcontractor has completed its Work, in which case Subcontractor shall provide a Subcontractor Unconditional Final Lien Waiver executed by such Second-tier Subcontractor.

- (5) Except for retainage funds and Submitted Claims, if any, Subcontractor hereby unconditionally and permanently waives and releases, without reservation, all claims for payment from Owner and all rights to mechanic's liens and other claims against the Property for Work performed through [Date].

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(6) Subcontractor shall defend and indemnify Owner, Contractor, and the Property against any liens or other payment claims made by any subcontractor or supplier of Subcontractor, including all expenses, costs and attorney fees associated therewith, for Work performed through [Date].

Dated: XX/XX/XX

[SUBCONTRACTOR NAME]

By: _____

Title: _____

Subscribed and sworn to before me, this ___ day of _____, 20__.

Notary Public

My Commission expires:

ATTACHMENT 3

CONTRACTOR'S
FINAL AFFIDAVIT AND CONDITIONAL FINAL LIEN WAIVER

Ameren PO# XXXXXXX

Name of Contractor: _____

Total Contract Price: \$ XXX,XXX,XXX.XX

Contractor Invoice #: _____

Invoice Amount: \$ XX,XXX,XXX.XX

The undersigned, [name of person executing], the [title of person executing] (title) of Contractor, which has provided labor, equipment and/or materials ("*Work*") for the improvement of property at the following location: [address of Owner property] (the "*Property*") owned by [drop down menu] ("*Owner*") hereby represents and states as follows:

(1) Contractor has received payment of \$ XX,XXX,XXX.XX, prior to receipt of the final payment now requested in the amount of autofill invoice amount less contract retainage funds, if any, to be withheld by Owner of \$ XX,XXX,XXX.XX, for a net payment due of \$[auto-calculated] ("*Final Payment*").

(2) The following entities have been engaged by Contractor to furnish Work for improvement of the Property ("*First-Tier Subcontractors*") under the Purchase Order at a subcontract amount of \$250,000 or greater:

FIRST-TIER SUBCONTRACTOR NAME (A)	DESCRIPTION OF LABOR/MATERIAL/EQUIPMENT SUPPLIED	SUBCONTRACT AMOUNT (OVER \$250,000)(B) (\$)
["None"]		<u>XX,XXX,XXX.XX</u>
		<u>XX,XXX,XXX.XX</u>
		<u>XX,XXX,XXX.XX</u>
		<u>XX,XXX,XXX.XX</u>
		<u>XX,XXX,XXX.XX</u>
		<u>XX,XXX,XXX.XX</u>

(A) If Contractor has no First-Tier Subcontractors with a subcontract amount equal to or greater than \$250,000, state "None".

(B) For fixed priced contracts, Contractor may just state that the subcontract amount is \$250,000 or greater.

(3) The undersigned represents that: (i) Contractor has paid each of the foregoing First-tier Subcontractors the stated subcontract amount, (ii) Contractor has provided to Owner a fully-executed unconditional final lien waiver from each listed First-tier Subcontractor; and (iii) there is no payment due or to become due to any other subcontractor or supplier for Work provided to or through Contractor for the improvement of the Property under the Purchase Order, regardless of the subcontract amount.

(4) Conditioned only, and effective immediately upon, its receipt of: (i) the Final Payment and (ii) retainage withheld by Owner and due to Contractor, if any, Contractor hereby permanently waives and releases, without reservation, all right to payment from Owner and all mechanics liens and other claims against the Property, and any improvements thereon, in each case, for all Work provided by it pursuant to the Purchase Order.

(5) Contractor shall defend, indemnify and hold harmless Owner and the Property against all liens, lawsuits, or other claims for payment, including all expenses, costs and attorney fees associated therewith, for Work provided by or through Contractor, or by its subcontractors and suppliers of any tier, under the Purchase Order.

Dated: [XX/XX/XX]

[CONTRACTOR NAME]

By: /s/ [name of signer]*

Title: [title]

* Electronic signature; a physical signature is not required.

STATE OF _____)
) SS
COUNTY OF _____)

SUBCONTRACTOR'S UNCONDITIONAL FINAL LIEN WAIVER

Name of Subcontractor: _____

Name of Contractor: _____

The undersigned, an authorized representative of Subcontractor, hereby represents and states as follows:

- (1) Subcontractor has provided labor, equipment and/or materials ("*Work*") to or through Contractor for the improvement of property owned by [drop down menu] ("*Owner*") at the following location: [address of Owner property] (the "*Property*").
- (2) Subcontractor hereby acknowledges its receipt of full and final payment, including retainage, for all Work provided by it through Contractor.
- (3) *To be completed only by "first-tier" subcontractors:* The following subcontractors and suppliers of Subcontractor have furnished Work for improvement of the Property ("*Second-tier Subcontractors*") in an amount of \$250,000 or greater. Subcontractor has provided Contractor a fully-executed Subcontractor's Unconditional Final Lien Waiver for each listed Second-tier Subcontractor. Subcontractor has paid in full all of its subcontractors and suppliers for all Work provided by them for improvement of the Property, regardless of the subcontract amount:

SECOND-TIER SUBCONTRACTOR'S NAME (A)	LABOR/EQUIPMENT/MATERIAL SUPPLIED	SUBCONTRACT AMOUNT (\$)
["None"]		XX,XXX,XXX.XX
		XX,XXX,XXX.XX
		XX,XXX,XXX.XX
		XX,XXX,XXX.XX
		XX,XXX,XXX.XX

(1) If Subcontractor has no Second-tier Subcontractors with a subcontract amount equal to or greater than \$250,000.00, please state "None" in the table.
(2) For fixed priced contracts, Subcontractor may just state that the subcontract amount is greater than \$250,000.

4) Subcontractor hereby unconditionally and without reservation permanently waives and releases all right to assert a mechanic's lien or any other right or claim, including claims for payment, it may have against the Property, the Owner, and the Contractor, arising out of or related to the Work. Subcontractor shall defend, indemnify and hold harmless Owner, Contractor, and the Property against any lien or other claim for payment, including all expenses, costs and attorney fees associated therewith, arising out of any Work provided by or through Subcontractor, or by its subcontractors and suppliers of any tier.

Dated: [XX/XX/XX]

[SUBCONTRACTOR NAME]

By: _____

Title: _____

SWORN TO before me and subscribed in my presence this ____ day of _____, 20__.

Notary Public

My Commission expires: