

STORED MATERIALS AFFIDAVIT

_____ being first dully sworn, in the city of _____ and State of _____, deposes and says He/She is _____ a Subcontractor/Supplier under a certain Agreement dated _____ in connection with SRM Construction Inc and CP-SRM San Jose project and that the materials listed in the attached Bill of Sale are now stored at _____.

The Company has clear marketable title to the materials and they are not subject to any security interest or encumbrance. The materials are stored in a safe and secure manner so as to preclude damage by the elements, theft, or vandalism. Stored materials are clearly marked and identified for subject project and located in an area separate from any other materials not included in this affidavit.

The materials are available now for inspection by the Contractor and/or owner or their representatives.

The materials are now covered by insurance evidenced by certificate attached hereto which indicates all risk coverage, amount of deductible of \$ _____ and the Owner as named insured, as their interest may appears. The insurance is in an amount not less that 100% of the value of the material. The cost of such insurance has been borne by the subcontractor/supplier and shall remain in force until the material is transported to the project site.

The materials comply in all respect to the Plans and payment does not relieve the subcontractor/supplier of said responsibility.

The materials have been purchased and/or manufactured for the specific purpose of being used in the construction of the Project and will be transported to the site at subcontractor/supplier's expense.

The materials will remain on the premises until delivery to the above project site, except in an emergency which threatens the materials. The undersigned makes this affidavit in order to induce contractor to pay for such material.

It is understood that the contractor, at its convenience, can acquired physical possession of subject material within (24) house of written request given the subcontractor/supplier/ notwithstanding any contractual relation.

Subcontractor/Supplier Name (signature)

By: _____

Name: _____

Date: _____

**CONDITIONAL BILL OF SALE
AND STORAGE AFFIDAVIT**

To Whom It May Concern:

_____ (“Seller”), **SRM Construction Inc**, (“Contractor”), and **CP-SRM SAN JOSE, LP**, (“Owner”) under their contract for the provision of materials for the **CP-SRM SAN JOSE project**, are parties to this Conditional Bill of Sale.

In consideration of \$_____ to be paid by Seller by receipt of said sum does hereby sell, assign, convey, transfer, and deliver to CP-SRM SAN JOSE at 3315 Almaden Expressway, San Jose, CA 95118 the materials/equipment listed in the attached Bill of Materials.

This release covers payment for materials/equipment listed in the attached Bill of Materials furnished through _____ only and does not cover any retention or items furnished after that date.

Materials will be incorporated in the construction of said project when directed by the Contractor and are stored in a safe and secure manner at:

_____, (see attached certificate proving valid insurance on the materials as stored listed as:

- **SRM Construction Inc., 111 N. Post, Suite 200, Spokane, WA 99201** - should be certificate holder and named as additional insured and loss payee to include endorsement(s)
- **BOK Financial Commercial Real Estate, 5956 Sherry Lane, Ste 800, Dallas, TX 75225-** should be named Lender loss payee to include endorsement(s)
- **CP-SRM SAN JOSE, LLC, 111 N. Post, Suite 200, Spokane, WA 99201-** should be named additional insured and as loss payee to include endorsement(s)

Seller in response to this payment (on behalf of itself, its successors and assigns) releases and forever discharges the Contractor **SRM Construction Inc** and Owner **CP-SRM SAN JOSE, LLC** and their offices, agents and employees of and from all liabilities, obligations and claims arising out of said materials/equipment identified by this Bill of Sale.

Seller warrants that the materials hereunder are in complete compliance with the Project Contract Documents, and Seller warrants that said materials are sold free and clear of any defects, liens, loans, liabilities and/or claims of others on the materials/equipment.

I certify under penalty of perjury under the laws of the state of California that all of the above is a true and correct statement.

Dated this _____ day of _____, 20__

Seller: _____

By: _____

Its: _____

(NOTARIZE FORM)