

Unconditional

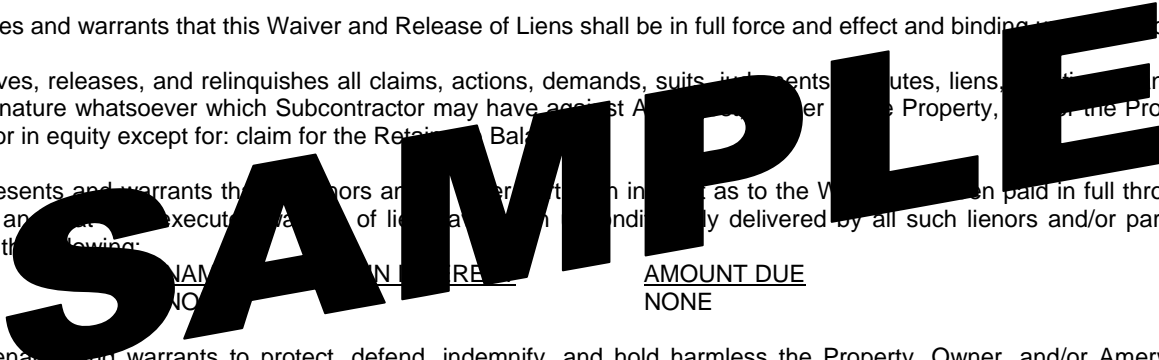
**SUBCONTRACTOR'S AFFIDAVIT AND
WAIVER AND RELEASE OF LIEN**

(PROJECT)

BEFORE ME personally appeared _____ (**Name of Person Signing Lien Waiver**) _____ (the "Affiant") who after being by me first duly sworn deposes and says of Affiant's personal knowledge that:

1. Affiant is the _____ (**Title of Person Signing Lien Waiver**) of _____ (**Subcontractor Name**) (hereinafter referred to as the "Subcontractor"). The Affiant represents and warrants that Affiant has authority to execute this Waiver and Release of Lien and bind the Subcontractor. The Affiant makes this Waiver and Release of Lien on behalf of Subcontractor for the express purpose of inducing Amerwest Development, LLC (herein referred to as the "Amerwest") to make payment to the Subcontractor in the amount noted in Paragraph 4 below.
2. Subcontractor has heretofore furnished or caused to be furnished labor, materials, supplies, equipment, and/or services for the construction and/or implementation of improvements (including but not limited to any contracts, either written or oral, all, collectively hereinafter referred to as the "Work") on the real property described in Exhibit A (hereinafter referred to as the "Property"), which Exhibit A is attached hereto and made a part hereof.*
3. Subcontractor warrants that the total balance owed in consideration of the Work and/or any and all claims related thereto through 2/25/01 date (hereinafter, the "Claim Period") is: **\$16,650.00** being the current balance ("Current Balance"); and **\$3,700.00** this being the total balance of all retainage for Work ("Retainage Balance"). Subcontractor agrees that the Retainage Balance is not currently due and payable but is to be paid per the terms and conditions of the respective contract(s).
4. In consideration of the issuance by Amerwest of check # **(insert check number, if available)** in the amount of \$ **16,650.00**, the receipt and sufficiency of which is hereby acknowledged, in payment of the Current Balance in Paragraph 3 above, Subcontractor hereby:
 - a. agrees and warrants that this Waiver and Release of Liens shall be in full force and effect and binding on the Subcontractor's company; and
 - b. waives, releases, and relinquishes all claims, actions, demands, suits, judgments, decrees, liens, judgments, and any other claims of any nature whatsoever which Subcontractor may have against Amerwest for the Property, whether in law or in equity except for: claim for the Retainage Balance;
 - c. represents and warrants that the Subcontractor has not been paid in full through the Claim Period and that the execution of this Waiver and Release of Lien is a condition precedent to the delivery of all such liens and/or parties in interest except the following:

NAME OF LIENOR	AMOUNT DUE
NONE	NONE
 - d. covenants and warrants to protect, defend, indemnify, and hold harmless the Property, Owner, and/or Amerwest from and against any and all claims, loss, cost, expense or damage of every kind or nature, whether known or unknown, matured or unmatured, that they may suffer or incur or become liable for as a result of the Work and/or Subcontractor.
5. This Waiver and Release of Lien and all covenants, warranties, obligations, and agreements expressed and agreed upon herein may be assigned by Amerwest.



Executed this _____ day of _____, 2001.

Sworn to and subscribed before me this

_____ day of _____, 2001.

Subcontractor: Subcontractor Name

Affiant: _____

Title/Position: _____

Notary Public, State of _____, My Commission Expires:

*Attached Property legal description.