SUB-SUBCONTRACTOR/SUPPLIER AFFIDAVIT AND PARTIAL RELEASE OF CLAIMS AND LIEN WAIVER

THE STATE OF _)
) ss.
COUNTY OF)

BEFORE ME, the undersigned authority, on this day personally appeared ______, known to me to be a credible person and officer of ______ ("Sub-Sub/Supplier") and who, being duly sworn, upon his oath declares and acknowledges as follows:

1. I am the duly authorized agent for Sub-Sub/Supplier, which has authorized me to make this affidavit, to enter into the agreements and to grant the waivers herein set forth, on its behalf. All the statements in this Affidavit are true and correct.

2.	In connection with an agreement dated	
	, ("Owner") and Turner Constru	action Co., and pursuant to an
agreement or	purchase order dated, 20 (the	"Subcontract") between Sub-
	Supplier and Turner or	
with which Su	ib-Sub/Supplier has contracted], a subcontractor to T	'urner ("Subcontractor"), Sub-
improvements	has supplied labor and/or materials in connection upon certain real property located , in connection with a con	l in the State of
	(the "Project").	
3.	(a) Original Sub-Subcontract value was:	\$
	(b) Total value of approved change orders to date:	\$
	(c) Amount paid to Sub-Sub/Supplier through last pay period:	\$
	(d) Amount of Sub-Sub/Supplier's current payment application:	\$
	(e) Sub-Sub/Supplier's pending change claims total:	\$

4. Sub-Sub/Supplier hereby acknowledges having received the amount set forth in 3(c) for all materials supplied and labor performed by or on behalf of Sub-Sub/Supplier in connection with the Project through _______, 20___ [insert date of end of prior progress payment period]. Accordingly, Sub-Sub/Supplier waives and releases any and all liens, claims, causes of action, suits, demands, rights and interests (whether choate or inchoate and including, without limitation, all mechanic's and materialmen's liens under the Constitution and statutes of the State/Commonwealth of ______) owned, claimed, or held by Sub-Sub/Supplier against the Subcontractor, Turner, Turner's sureties, the Owner, Owner's lenders and guarantors, and/or Project or any part thereof by reason of materials supplied or labor performed in connection with the Project or for any other reason through such date, excepting only the pending change claims listed immediately hereafter, and with respect to those listed, if

any, Sub-Sub/Supplier represents and warrants that these are the only pending claims it has through the date hereof with respect to the Project [describe pending claims in detail with dollar values claims, or insert "none," as applicable:

5. In consideration of and conditioned upon the payment by Turner or Subcontractor of the sum of ______ Dollars (\$______)[insert amount of current payment], the sufficiency of which is hereby acknowledged, Sub-Sub/Supplier hereby waives and releases any and all liens, claims, causes of action, suits, demands, rights and interests (whether choate or inchoate and including, without limitation, all mechanic's and materialman's liens under federal law or the statutes of the State of ______) owned, claimed or held by Sub-Sub/Supplier against the Subcontractor, Turner, Turner's sureties, lenders and guarantors, and/or Project or any part thereof by reason of materials supplied or labor performed or for any other reason through ______, 200_ [insert date covered by present application for payment], excepting only those pending change claims, if any, listed in paragraph 4.

6. Sub-Sub/Supplier warrants that all costs incurred and bills owed by Sub-Sub/Supplier to others for materials supplied in connection with the Project through ______ [date of end of prior progress payment period] have been fully paid and satisfied. Sub-Sub/Supplier does further warrant that should any claim or lien be filed for materials supplied or labor performed by virtue of Sub-Sub/Supplier's participation in the Project, Sub-Sub/Supplier will immediately furnish a bond for the release of each such claim or lien, obtain settlement of any such claim or lien and furnish Turner and Owner a written full release of such claim or lien. Should Sub-Sub/Supplier be unable to obtain such release, Sub-Sub/Supplier agrees to fully indemnify and hold harmless Turner and the Owner. (and its lenders and guarantors) for any and all costs, including but not limited to attorneys' fees, any of them may incur by reason of such claim or lien.

EXECUTED this _____ day of _____, 20___.

SUB-SUB/SUPPLIER

By:_____

Title:_____

SUBSCRIBED AND SWORN TO before me the said Sub-Sub/Supplier Affidavit and Partial Waiver of Claims and Liens, this _____ day of _____, 20___, to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for

_____ County, _____

My Commission Expires: