

**EXHIBIT E**

**SECOND TIER SUPPLIER/SUBCONTRACTOR  
UTAH CONDITIONAL WAIVER AND RELEASE  
UPON PROGRESS PAYMENT**

Property Name: \_\_\_\_\_  
Property Location: \_\_\_\_\_  
General Contractor: Velocity Homes, Inc.  
Undersigned's Customer (Subcontractor): \_\_\_\_\_  
Invoice/Payment App. No: \_\_\_\_\_  
Payment Amount: \_\_\_\_\_  
Work Period (dates of work): \_\_\_\_\_

To the extent provided below, this document becomes effective to release and the undersigned is considered to waive any notice of lien or right under Utah Code Ann., Title 38, Chapter 1, Mechanics' Liens, or any bond right under Utah Code Ann., Title 14, Contractors' Bonds, or Section 63-56-504 related to payment rights the undersigned has on the above described Property once:

- (1) the undersigned endorses a check in the above referenced Payment Amount payable to the undersigned; and
- (2) the check is paid by the depository institution on which it is drawn.

This waiver and release applies to a progress payment for the work, materials, equipment, or a combination of work, materials, and equipment furnished by the undersigned to the Property or to the Undersigned's Customer which are the subject of the Invoice or Payment Application, but only to the extent of the above referenced Payment Amount and Payment Period.

Including the Payment referred to above and as of the date of this release, the remaining balance on this project is \$\_\_\_\_\_. The undersigned warrants that the undersigned [ ] has already paid or [ ] will use the money the undersigned receives from this progress payment promptly to pay in full all the undersigned's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or combination of work, materials, and equipment that are the subject of this waiver and release.

By Executing this Utah Conditional Waiver and Release, the Undersigned hereby warrants the truth and accuracy of the above information, and agrees that Customer and Owner may rely upon and recover costs and attorney fees if it is necessary to enforce the same.

Dated this \_\_\_\_ day of \_\_\_\_\_, 200\_\_

Supplier/Second Tier Subcontractor: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_