#### FORM OF UNCONDITIONAL TRAILING LIEN WAIVERS (FOR PRIOR PAYMENTS RECEIVED)

# CONSTRUCTION MANAGER'S UNCONDITIONAL TRAILING WAIVER OF LIENS AND CLAIMS AND AFFIDAVIT OF PAYMENT

For and in consideration of the sum of \$	(" <b>Prior Payments</b> "), previously paid to
MAROUS BROTHERS CONSTRUCTION, INC. ("Const	truction Manager"), the sufficiency and receipt of which is hereby
acknowledged by the Construction Manager, which sum	represents the total amount due and payable for all work performed
and materials and services furnished in furtherance of the	ne construction improvement project known generally as the Belle
Oaks Phase IA project located in the City of Richmond H	leights, Cuyahoga County, Ohio (the " <b>Project</b> ") for <b>BELLE OAKS</b>
MARKETPLACE IA LLC AND BELLE OAKS MARKET	PLACE III LLC ("Owner") through, 20
(the "Previous Progress Billing Period"), Construct	ion Manager unconditionally waives and releases any and all
mechanic's lien claims and/or attested account claims,	rights of mechanic's lien and/or attested account claims, payment
bond claims, and all other demands, damages, causes o	faction, and other claims of whatever nature or description against
the Owner, the Project, the project lessees, or any person	n or entity relating in any manner whatsoever to the Project to the
extent of the Prior Payments. Construction Manager ac	knowledges and represents that the Prior Payments represent full
and final payment for all work, labor, materials, equipme	ent, tools and services supplied to or in furtherance of the Project
(including without limitation extra work, fringe benefits, ur	ion dues, and impact claims) through the Previous Progress Billing
Period, and that no additional sum is or will hereafter be	claimed due by Construction Manager for such work, services or
materials against or from any person or entity, including	without limitation the Owner, the Project, or any Project lessee(s),
with the exception of earned and unpaid retention and a	ny claims previously reserved in writing by Construction Manager.
to the payment of the persons or entities that have supp Manager for the Project to fully and completely resolve	ments and any future payment will be applied solely and exclusively blied labor, materials, equipment, services or tools to Construction all of Construction Manager's Project-related debts. Construction transities in this instrument are a material inducement to Owner's
DATE: , 20	
DATE, 20	Construction Manager
	By:
	Its:
State of )	
State of ) SS: County of )	
signed the same in my presence, and who acknowledge	d county and state, personally appeared the signatory hereof who d that he/she is authorized to and did sign the foregoing, and that, this day of, affirmation was administered to the signer.
	Notary Public

# SUBCONTRACTOR'S UNCONDITIONAL TRAILING WAIVER OF LIENS AND CLAIMS AND AFFIDAVIT OF PAYMENT

For and in consideration of the sum of \$	(" <b>Prior Payments</b> "), previously paid to
("Subcontractor"), the	ne sufficiency and receipt of which is hereby
acknowledged by the Subcontractor, which sum represents the total a	mount due and payable for all work performed and
materials and services furnished in furtherance of the construction impr	ovement project known generally as the Belle Oaks
Phase IA project located in the City of Richmond Heights, Cuyahog	a County, Ohio (the "Project") for BELLE OAKS
MARKETPLACE IA LLC AND BELLE OAKS MARKETPLACE III	LLC ("Owner") through,
20 (the "Previous Progress Billing Period"), Subcontractor	unconditionally waives and releases any and all
mechanic's lien claims and/or attested account claims, rights of mechanic	anic's lien and/or attested account claims, payment
bond claims, and all other demands, damages, causes of action, and ot	her claims of whatever nature or description against
MAROUS BROTHERS CONSTRUCTION, INC. ("Construction_Mana	ager"), the Owner, the Project, the project lessees,
Construction Manager's payment bond surety, or any person or entity	relating in any manner whatsoever to the Project to
the extent of the Prior Payments. Subcontractor acknowledges and re	presents that the Prior Payments represent full and
final payment for all work, labor, materials, equipment, tools and se	rvices supplied to or in furtherance of the Project
(including without limitation extra work, fringe benefits, union dues, and	impact claims) through the Previous Progress Billing
Period, and that no additional sum is or will hereafter be claimed due by	y Subcontractor for such work, services or materials
against or from any person or entity, including without limitation th	e Owner, the Construction Manager, the Project,
Construction Manager's payment bond surety, or any Project lessee(s)	), with the exception of earned and unpaid retention
and any claims previously reserved in writing by Subcontractor.	
Subcontractor further represents and warrants that it has paid all of suppliers in full, or that the proceeds of the Prior Payments and any future the payment of the persons or entities that have supplied labor, material the Project to fully and completely resolve all of Subcontractor's Project representations and warranties in this instrument are a material inducent payment to Subcontractor.	ure payment will be applied solely and exclusively to als, equipment, services or tools to Subcontractor for t-related debts. Subcontractor understands that the
DATE	
DATE:, 20 Subcontracto	or Name
By:	
State of )	
State of ) SS: County of )	
Acknowledged before me, a notary public in and for said county and s signed the same in my presence, and who acknowledged that he/she is the same was his/her free act and deed on behalf of This is an acknowledgment clause. No oath or affirmation was	is authorized to and did sign the foregoing, and that
20 I his is an acknowledgment clause. No oath or affirmation was	administered to the signer.
	Notary Public
	110taly I dollo

## LOWER-TEIR UNCONDITIONAL TRAILING WAIVER OF LIENS AND CLAIMS AND AFFIDAVIT OF PAYMENT

For and in consideration of the sum of \$	("Prior Payments"), previously paid to
("Lower	-Tier Claimant"), the sufficiency and receipt of which is hereby
acknowledged by the Lower-Tier Claimant, which sum	n represents the total amount due and payable for all work performed
and materials and services furnished in furtherance o	f the construction improvement project known generally as the Belle
Oaks Phase IA project located in the City of Richmon	d Heights, Cuyahoga County, Ohio (the " <b>Project</b> ") for <b>BELLE OAKS</b>
MARKETPLACE IA LLC AND BELLE OAKS MARK	KETPLACE III LLC ("Owner") through, 20
(the "Previous Progress Billing Period"), Lower-Tier	Claimant unconditionally waives and releases any and all mechanic's
lien claims and/or attested account claims, rights of m	echanic's lien and/or attested account claims, payment bond claims,
and all other demands, damages, causes of action, a	and other claims of whatever nature or description against MAROUS
${\bf BROTHERS\ CONSTRUCTION,\ INC.\ (``Construction')}$	Manager"),("Subcontractor"),
the Owner, the Project, the project lessees, Construct	tion Manager's payment bond surety, or any person or entity relating
in any manner whatsoever to the Project to the external	ent of the Prior Payments. Lower-Tier Claimant acknowledges and
represents that the Prior Payments represent full an	d final payment for all work, labor, materials, equipment, tools and
services supplied to or in furtherance of the Project (in	ncluding without limitation extra work, fringe benefits, union dues, and
impact claims) through the Previous Progress Billing I	Period, and that no additional sum is or will hereafter be claimed due
by Lower-Tier Claimant for such work, services or mat	erials against or from any person or entity, including without limitation
the Owner, the Construction Manager, the Subcontract	tor, the Project, Construction Manager's payment bond surety, or any
Project lessee(s), with the exception of earned and un	paid retention and any claims previously reserved in writing by Lower-
Tier Claimant.	
suppliers in full, or that the proceeds of the Prior Paym the payment of the persons or entities that have su Claimant for the Project to fully and completely reso	hat it has paid all of its laborers, subcontractors, vendors, unions, and nents and any future payment will be applied solely and exclusively to applied labor, materials, equipment, services or tools to Lower-Tier olve all of Lower-Tier Claimant's Project-related debts. Lower-Tier arranties in this instrument are a material inducement to Construction aryment to Lower-Tier Claimant
Manager and Caboonitation of Follows of any fature pe	Aymont to Lower Tier Claimant.
DATE:, 20	Lower-Tier Claimant Name
	Lower-Her Claimant Name
	By:
	lts:
State of ) SS: County of )	
County of )	
signed the same in my presence, and who acknowled	said county and state, personally appeared the signatory hereof who dged that he/she is authorized to and did sign the foregoing, and that, this day of, or affirmation was administered to the signer.
	Ç
	Notary Public

#### FORM OF CONDITIONAL LIEN WAIVERS (FOR CURRENT PAYMENTS DUE)

# CONSTRUCTION MANAGER'S CONDITIONAL PARTIAL WAIVER OF LIENS AND CLAIMS AND AFFIDAVIT OF PAYMENT

For and in consideration of the sum of \$	("Current Payment"), which sum represents
the total amount due and payable to ${\bf MAROUS}\ {\bf BROTH}$	ERS CONSTRUCTION, INC. ("Construction Manager") for all
work performed and materials and services furnished	in furtherance of the construction improvement project known
generally as the Belle Oaks Phase IA project located is	n the City of Richmond Heights, Cuyahoga County, Ohio (the
"Project") for BELLE OAKS MARKETPLACE IA LLC A	AND BELLE OAKS MARKETPLACE III LLC ("Owner") through
, 20 (the "Progress Billing Period	od") and when the check clears the bank upon which it is drawn,
Construction Manager unconditionally waives and release	ses any and all mechanic's lien claims and/or attested account
claims, rights of mechanic's lien and/or attested account	claims, payment bond claims, and all other demands, damages,
causes of action, and other claims of whatever nature or	description against the Owner, the Project, the project lessees, or
any person or entity relating in any manner whatsoever t	o the Project to the extent of the Current Payment. Construction
Manager acknowledges and represents that the Curren	t Payment represents full and final payment for all work, labor,
materials, equipment, tools and services supplied to or in	furtherance of the Project (including without limitation extra work,
fringe benefits, union dues, and impact claims) through	the Progress Billing Period, and that no additional sum is or will
hereafter be claimed due by Construction Manager for suc	ch work, services or materials against or from any person or entity,
including without limitation the Owner, the Project, or a	any Project lessee(s), with the exception of earned and unpaid
retention and any claims previously reserved in writing by	Construction Manager.
Construction Manager further represents and warrants the	at it has paid all of its laborers, subcontractors, vendors, unions,
and suppliers in full, or that the proceeds of the Current	Payment will be applied solely and exclusively to the payment of
the persons or entities that have supplied labor, materia	ls, equipment, services or tools to Construction Manager for the
Project to fully and completely resolve all of Construction	on Manager's Project-related debts through the Progress Billing
Period. Construction Manager understands that the re-	presentations and warranties in this instrument are a material
inducement to Owner's release of the Current Payment to	Construction Manager.
DATE:, 20	
, 20	Construction Manager
I	Ву:
	lte:
State of )	lts:
State of	
signed the same in my presence, and who acknowledged	county and state, personally appeared the signatory hereof who did that he/she is authorized to and did sign the foregoing, and that, this day of, ffirmation was administered to the signer.
20 This is an acknowledgment clause. No oath or at	ffirmation was administered to the signer.
	Notary Public

## SUBCONTRACTOR'S CONDITIONAL PARTIAL WAIVER OF LIENS AND CLAIMS AND AFFIDAVIT OF PAYMENT

For and in consideration of the sum of \$	("Current Payment"), which sum represents the
total amount due and payable to	("Subcontractor") for all work performed and
materials and services furnished in furtherance of the	construction improvement project known generally as the Belle Oaks
Phase IA project located in the City of Richmond H	eights, Cuyahoga County, Ohio (the "Project") for BELLE OAKS
MARKETPLACE IA LLC AND BELLE OAKS MAR	KETPLACE III LLC ("Owner") through, 20 (the
"Progress Billing Period") and when the check clears the	ne bank upon which it is drawn, Subcontractor unconditionally waives
and releases any and all mechanic's lien claims and/	or attested account claims, rights of mechanic's lien and/or attested
account claims, payment bond claims, and all other of	demands, damages, causes of action, and other claims of whatever
nature or description against MAROUS BROTHERS (	CONSTRUCTION, INC. ("Construction Manager"), the Owner, the
Project, the project lessees, Construction Manager's p	payment bond surety, or any person or entity relating in any manner
whatsoever to the Project to the extent of the Curre	ent Payment. Subcontractor acknowledges and represents that the
Current Payment represents full and final payment for	all work, labor, materials, equipment, tools and services supplied to
or in furtherance of the Project (including without lim	nitation extra work, fringe benefits, union dues, and impact claims)
through the Progress Billing Period, and that no addition	onal sum is or will hereafter be claimed due by Subcontractor for such
work, services or materials against or from any person	on or entity, including without limitation the Owner, the Construction
Manager, the Project, Construction Manager's paymer	nt bond surety, or any Project lessee(s), with the exception of earned
and unpaid retention and any claims previously reserv	red in writing by Subcontractor.
Subcontractor further represents and warrants that it	t has paid all of its laborers, subcontractors, vendors, unions, and
suppliers in full, or that the proceeds of the Current P	ayment will be applied solely and exclusively to the payment of the
persons or entities that have supplied labor, materials	equipment, services or tools to Subcontractor for the Project to fully
and completely resolve all of Subcontractor's Project	t-related debts through the Progress Billing Period. Subcontractor
understands that the representations and warranties in	this instrument are a material inducement to Construction Manager's
release of the Current Payment to Subcontractor.	
DATE:, 20	
DATE	Subcontractor Name
	By:
	Its:
State of )	
State of	
signed the same in my presence, and who acknowled	aid county and state, personally appeared the signatory hereof who ged that he/she is authorized to and did sign the foregoing, and that , this day of ,
20 This is an acknowledgment clause. No oath o	, this day of, or affirmation was administered to the signer.
	Notary Public

#### CONDITIONAL PARTIAL WAIVER OF LIENS AND CLAIMSAND AFFIDAVIT OF PAYMENT

For and in consideration of the sum of \$	("Current Payment"), which sum represents the total
amount due and payable to	("Lower-Tier Claimant") for all work performed and
materials and services furnished in furtherance of the	construction improvement project known generally as the Belle Oaks
Phase IA project located in the City of Richmond H	eights, Cuyahoga County, Ohio (the "Project") for BELLE OAKS
MARKETPLACE IA LLC AND BELLE OAKS MARI	KETPLACE III LLC ("Owner") through, 20 (the
"Progress Billing Period") and when the check clears	the bank upon which it is drawn, Lower-Tier Claimant unconditionally
waives and releases any and all mechanic's lien clair	ms and/or attested account claims, rights of mechanic's lien and/or
attested account claims, payment bond claims, and a	all other demands, damages, causes of action, and other claims of
whatever nature or description against MAROUS E	BROTHERS CONSTRUCTION, INC. ("Construction Manager"),
("Subcontractor"), th	ne Project owner(s), the Project, the project lessees, Construction
Manager's payment bond surety, or any person or ent	tity relating in any manner whatsoever to the Project to the extent of
the Current Payment. Lower-Tier Claimant acknowledge	ges and represents that the Current Payment represents full and final
payment for all work, labor, materials, equipment, tool	s and services supplied to or in furtherance of the Project (including
without limitation extra work, fringe benefits, union due	es, and impact claims) through the Progress Billing Period, and that
no additional sum is or will hereafter be claimed due by	y Lower-Tier Claimant for such work, services or materials against or
from any person or entity, including without limitation the	ne Owner, the Construction Manager, the Subcontractor, the Project,
Construction Manager's payment bond surety, or any	Project lessee(s), with the exception of earned and unpaid retention
and any claims previously reserved in writing by Lower	r-Tier Claimant.
suppliers in full, or that the proceeds of the Current P persons or entities that have supplied labor, materials to fully and completely resolve all of Lower-Tier Claiman	nat it has paid all of its laborers, subcontractors, vendors, unions, and ayment will be applied solely and exclusively to the payment of the equipment, services or tools to Lower-Tier Claimant for the Project nt's Project-related debts through the Progress Billing Period. Lower-and warranties in this instrument are a material inducement to the Current Payment to Lower-Tier Claimant.
DATE:, 20	Tion Olaimant Name
Lowe	er-Tier Claimant Name
By: _	
Its: _	
State of	
County of )	
Acknowledged before me, a notary public in and for signed the same in my presence, and who acknowledged	aid county and state, personally appeared the signatory hereof who ged that he/she is authorized to and did sign the foregoing, and that, this day of, r affirmation was administered to the signer.
20 This is an auxilowieuginent clause. No oath o	a animation was auministered to the signer.
	Notary Public

#### **FORM OF FINAL LIEN WAIVERS (FOR FINAL PAYMENTS)**

#### FINAL WAIVER OF LIENS AND CLAIMS AFFIDAVIT OF PAYMENT AND INDEMNITY

For and in consideration of the sum of \$	(the " <b>Final Payment</b> "), and other good and
	/ acknowledged, being paid by BELLE OAKS MARKETPLACE IA
·	("Owner") to MAROUS BROTHERS CONSTRUCTION, INC.
performed and materials and services furnished in further the Belle Oaks Phase IA project located in the City Construction Manager unconditionally waives and release claims, rights of mechanic's lien and/or attested account causes of action, and other claims of whatever nature or any person or entity relating in any manner whatsoever to that the Final Payment represents full and final payment for or in furtherance of the Project (including without limited dues, and impact claims), and that no additional sum is a	oral amount due and payable to Construction Manager for all work erance of the construction improvement project known generally as of Richmond Heights, Cuyahoga County, Ohio (the " <b>Project</b> "), asses any and all mechanic's lien claims and/or attested account it claims, payment bond claims, and all other demands, damages, description against the Owner, the Project, the project lessees, or the Project. Construction Manager acknowledges and represents for all work, labor, materials, equipment, tools and services supplied ation extra work, retainage, accrued interest, fringe benefits, union or will hereafter be claimed due by Construction Manager for such rentity, including without limitation the Owner, the Project, , or any
and suppliers in full, or that the proceeds of the Final Papersons or entities that have supplied labor, materials, ed to fully and completely resolve all of Construction Managindemnify, and hold the Owner harmless from and aga causes of action of every kind or nature that may be ass Manager to recover sums due for labor, materials or expected.	that it has paid all of its laborers, subcontractors, vendors, unions, ayment will be applied solely and exclusively to the payment of the quipment, services or tools to Construction Manager for the Project er's Project-related debts. Construction Manager agrees to defend, inst any and all liens, claims, rights, debts, demands, actions, or serted by any laborers, suppliers or subcontractors of Construction equipment furnished in furtherance of the Project. Construction rranties in this instrument are a material inducement to Owner's
DATE:, 20	
	Construction Manager
	Ву:
	Its:
State of ) County of )	
County of )	
signed the same in my presence, and who acknowledge	I county and state, personally appeared the signatory hereof who do that he/she is authorized to and did sign the foregoing, and that, this day of, affirmation was administered to the signer.
	Notary Public

#### FINAL WAIVER OF LIENS AND CLAIMS, AFFIDAVIT OF PAYMENT, AND INDEMNITY

For	and in consideration of th	ne sum of \$	(the " <b>Final Payment</b> "), and other good and valuable
			acknowledged, being paid by MAROUS BROTHERS CONSTRUCTION
INC.	("Construction Manag	<b>ger</b> ") to	("Subcontractor"), which sum represents
			actor for all work performed and materials and services furnished in
furth	erance of the constructio	n improvement proje	ct known generally as the Belle Oaks Phase IA project located in the City
of R	ichmond Heights, Cuyah	oga County, Ohio (t	he "Project") for BELLE OAKS MARKETPLACE IA LLC AND BELLE
OAK	(S MARKETPLACE III L	LC ("Owner"), Subco	ontractor unconditionally waives and releases any and all mechanic's lier
clain	ns and/or attested accou	nt claims, rights of m	echanic's lien and/or attested account claims, payment bond claims, and
all o	ther demands, damages	, causes of action, a	and other claims of whatever nature or description against Construction
relative representation of the claim again Constitution Substitution supplies and the Constitution relation of the Constitution of the Constitutio	ing in any manner whats esents full and final payme Project (including without ins), and that no additional nst or from any person struction Manager's payment of the foliers in full, or that the property one or entities that have completely resolve all of Construction Manager and	soever to the Project nent for all work, labo out limitation extra wall sum is or will hereat or entity, including ment bond surety, or a ents and warrants the proceeds of the Final supplied labor, mater Subcontractor's Project	nat it has paid all of its laborers, subcontractors, vendors, unions, and all Payment will be applied solely and exclusively to the payment of the rials, equipment, services or tools to Subcontractor for the Project to fully ject-related debts. Subcontractor agrees to defend, indemnify, and hold om and against any and all liens, claims, rights, debts, demands, actions
		•	at may be asserted by any laborers, suppliers or subcontractors of
			erials or equipment furnished in furtherance of the Project. Subcontractor es in this instrument are a material inducement to Construction Manager's
	ase of Final Payment to S		es in this instrument are a material inducement to construction managers
10100	ado or r mar r dymoni to c	Appenii actor.	
DAT	E:	_, 20	Subcontractor Name
			By:
State	e of	\	Its:
Cou	e of nty of	) ) SS: )	
			or said sounty and state personally appeared the signatury barref who
sign	ed the same in my prese	nce, and who acknov	or said county and state, personally appeared the signatory hereof who wledged that he/she is authorized to and did sign the foregoing, and that of this day of this day of
20_	This is an acknowled	dgment clause. No oa	of, this day of, ath or affirmation was administered to the signer.
			Notary Public

## FINAL WAIVER OF LIENS AND CLAIMS, AFFIDAVIT OF PAYMENT AND INDEMNITY

For and in consideration of the	e sum of \$	(the "Final Payn	nent"), and other good and
valuable consideration, the	sufficiency of which is hereby	acknowledged, being paid b	y MAROUS BROTHERS
CONSTRUCTION, INC. ("Cor	nstruction Manager") jointly to		("Subcontractor")
and	("Lower-Ti	er Claimant"), which sum repr	esents the total amount due
and payable to Lower-Tier Cla	aimant for all work performed ar	nd materials and services furn	ished in furtherance of the
construction improvement proj	ect known generally as the Belle	e Oaks Phase IA project locat	ed in the City of Richmond
Heights, Cuyahoga County, (	Ohio (the " <b>Project</b> "), for <b>BELLE</b>	OAKS MARKETPLACE IA	LLC AND BELLE OAKS
MARKETPLACE III LLC ("Ow	ner") Lower-Tier Claimant uncon	ditionally waives and releases	any and all mechanic's lien
claims and/or attested account	claims, rights of mechanic's lien	and/or attested account claims	, payment bond claims, and
Manager, Owner, the Project, relating in any manner whatsoe represents full and final payme of the Project (including withouclaims), and that no additional materials against or from any p Construction Manager's payme Lower-Tier Claimant further repsuppliers in full, or that the presons or entities that have s to fully and completely resolve indemnify, and hold the Constructions.	causes of action, and other clain the project lessees, Construction over to the Project. Lower-Tier Clain ent for all work, labor, materials, eart limitation extra work, retainage sum is or will hereafter be claimerson or entity, including without litent bond surety, or any Project lesserts and warrants that it has proceeds of the Final Payment will supplied labor, materials, equipme all of Lower-Tier Claimant's Projuction Manager and Owner harmless	Manager's payment bond sur imant acknowledges and represequipment, tools and services so accrued interest, fringe benefied due by Lower-Tier Claiman mitation the Owner, the Construction of its laborers, subcontral be applied solely and exclusint, services or tools to Lower-Tier ect-related debts. Lower-Tier ess from and against any and a	ety, or any person or entity sents that the Final Payment supplied to or in furtherance fits, union dues, and impact t for such work, services or uction Manager, the Project, actors, vendors, unions, and ively to the payment of the Fier Claimant for the Project Claimant agrees to defend, Il liens, claims, rights, debts,
subcontractors of Lower-Tier C Project. Lower-Tier Claimant	of action of every kind or natulation of every kind or natulation later to recover sums due for later the represent anager's release of Final Payment	abor, materials or equipment fu tations and warranties in this	rnished in furtherance of the
DATE:,	20		
	Lower Tier Cla	nimant Name	
	Ву:		
	- <b>,</b>	<del>-</del>	
	Its:		
State of	)		
State of	ý SS: )		
Acknowledged before me, a no signed the same in my present	and for said county and state, potary public in and for said county ce, and who acknowledged that hand deed on behalf ofnment clause. No oath or affirmation	and state, personally appeared and state, personally appeared by and did	ed the signatory hereof who sign the foregoing, and that
		Notary Public	;