

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

For and in consideration of the sum of \$ _____ ("Prior Payments"), previously paid to _____ ("Subcontractor"), the sufficiency and receipt of which is hereby acknowledged by the Subcontractor, which sum represents the total amount due and payable for all work performed and materials and services furnished in furtherance of the construction improvement project known generally as the **Belle Oaks Firestone Building project** located in the City of Richmond Heights, Cuyahoga County, Ohio (the "Project") for Belle Oaks Marketplace III – FS 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'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 _____ ("Construction Manager"), 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 represents that the Prior Payments represent 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 Previous Progress Billing Period, and that no additional sum is or will hereafter be claimed due by Subcontractor for such work, services or materials against or from any person or entity, including without limitation the 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 its laborers, subcontractors, vendors, unions, and suppliers in full, or that the proceeds of the Prior Payments and any future payment 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-related debts. Subcontractor understands that the representations and warranties in this instrument are a material inducement to Construction Manager's release of any future payment to Subcontractor.

DATE: _____, 20__

Subcontractor Name

By: _____

Its: _____

State of _____)
) SS:
County of _____)

Acknowledged before me, a notary public in and for said county and state, personally appeared the signatory hereof who signed the same in my presence, and who acknowledged that he/she is authorized to and did sign the foregoing, and that the same was his/her free act and deed on behalf of _____, this ____ day of _____, 20__. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

Notary Public

EXHIBIT C - 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 MAROUS BROTHERS 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 Firestone Building project** located in the City of Richmond Heights, Cuyahoga County, Ohio (the “Project”) for BELLE OAKS MARKETPLACE III FS LLC (“Owner”) through _____, 20____ (the “Progress Billing Period”) and when the check clears the bank upon which it is drawn, Construction 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 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 to the Project to the extent of the Current Payment. Construction Manager 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 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 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 any claims previously reserved in writing by Construction Manager.

Construction Manager further represents and warrants that 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, materials, equipment, services or tools to Construction Manager for the Project to fully and completely resolve all of Construction Manager’s Project-related debts through the Progress Billing Period. Construction Manager understands that the representations and warranties in this instrument are a material inducement to Owner’s release of the Current Payment to Construction Manager.

DATE: _____, 20_____

_____ **Construction Manager**

By: _____

Its: _____

State of _____)
) SS:
County of _____)

Acknowledged before me, a notary public in and for said county and state, personally appeared the signatory hereof who signed the same in my presence, and who acknowledged that he/she is authorized to and did sign the foregoing, and that the same was his/her free act and deed on behalf of _____, this ____ day of _____, 20____. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

_____ **Notary Public**

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 _____ (“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 Firestone Building project** located in the City of Richmond Heights, Cuyahoga County, Ohio (the “Project”) for BELLE OAKS MARKETPLACE III FS 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 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 MAROUS BROTHERS CONSTRUCTION, INC. (“Construction Manager”), _____ (“Subcontractor”) the Project owner(s), 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 Current Payment. Lower-Tier Claimant 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 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 Lower-Tier Claimant for such work, services or materials against or from any person or entity, including without limitation the 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 Lower-Tier Claimant.

Lower-Tier Claimant further represents and warrants that 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, materials, equipment, services or tools to Lower-Tier Claimant for the Project to fully and completely resolve all of Lower-Tier Claimant Project-related debts through the Progress Billing Period. Lower-Tier Claimant understands that the representations and warranties in this instrument are a material inducement to Construction Manager’s release of the Current Payment to Lower-Tier Claimant.

DATE: _____, 20____

_____ **Lower-Tier Claimant Name**

By: _____

Its: _____

State of _____)
) SS:
County of _____)

Acknowledged before me, a notary public in and for said county and state, personally appeared the signatory hereof who signed the same in my presence, and who acknowledged that he/she is authorized to and did sign the foregoing, and that the same was his/her free act and deed on behalf of _____, this ____ day of _____, 20____. This is an acknowledgment clause. No oath or affirmation was administered to the signer.

Notary Public

