Exhibit B - FORM OF UNCONDITIONAL TRAILING LIEN WAIVERS (FOR PRIOR PAYMENTS RECEIVED)

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

| BROTHERS CONSTRUCTION, INC. ("Construction | ("Prior Payments"), previously paid to MAROUS |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| · | 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 construction improvement project known generally as the Belle |
| | of Richmond Heights, Cuyahoga County, Ohio (the "Project") for |
| | through, 20 (the "Previous Progress |
| | waives and releases any and all mechanic's lien claims and/or |
| , | d/or attested account claims, payment bond claims, and all other |
| | s of whatever nature or description against the Owner, the Project, |
| - | any manner whatsoever to the Project to the extent of the Prior |
| | represents that the Prior Payments represent full and final payment |
| | vices supplied to or in furtherance of the Project (including without |
| · · | npact claims) through the Previous Progress Billing Period, and that |
| <u> </u> | Construction Manager for such work, services or materials against |
| • | the Owner, the Project, or any Project lessee(s), with the exception |
| of earned and unpaid retention and any claims previous | |
| or curriculative and uniquial reconsisting and unity ordinal providus | ory reserved in writing by construction manager. |
| Construction Manager further represents and warrants | that it has paid all of its laborers, subcontractors, vendors, unions, |
| | yments and any future payment will be applied solely and exclusively |
| · · · | oplied labor, materials, equipment, services or tools to Construction |
| | e all of Construction Manager's Project-related debts. Construction |
| | arranties in this instrument are a material inducement to Owner's |
| release of any future payment to Subcontractor. | anamies in this institution are a material inducement to Owner's |
| clease of any fatare payment to cubcontractor. | |
| | |
| DATE: . 20 | |
| DATE:, 20 | Construction Manager |
| DATE:, 20 | Construction Manager |
| DATE:, 20 | Construction Manager By: |
| DATE:, 20 | - |
| | - |
| State of | Ву: |
| State of) | Ву: |
| State of) SS: County of) Acknowledged before me, a notary public in and for sa | By: Its: aid county and state, personally appeared the signatory hereof who ged that he/she is authorized to and did sign the foregoing, and that |
| State of) SS: County of) Acknowledged before me, a notary public in and for sasigned the same in my presence, and who acknowledghe same was his/her free act and deed on b | By: Its: aid county and state, personally appeared the signatory hereof who ged that he/she is authorized to and did sign the foregoing, and that behalf of, this day of |
| State of) SS: County of) Acknowledged before me, a notary public in and for sasigned the same in my presence, and who acknowledghe same was his/her free act and deed on b | By: Its: aid county and state, personally appeared the signatory hereof who ged that he/she is authorized to and did sign the foregoing, and that |
| State of) SS: County of) Acknowledged before me, a notary public in and for sasigned the same in my presence, and who acknowledghe same was his/her free act and deed on b | By: Its: aid county and state, personally appeared the signatory hereof who ged that he/she is authorized to and did sign the foregoing, and that behalf of, this day of |
| County of) Acknowledged before me, a notary public in and for sasigned the same in my presence, and who acknowledged he same was his/her free act and deed on be | By: Its: aid county and state, personally appeared the signatory hereof who ged that he/she is authorized to and did sign the foregoing, and that behalf of, this day of nent clause. No oath or affirmation was administered to the signer. |
| State of) SS: County of) Acknowledged before me, a notary public in and for sasigned the same in my presence, and who acknowledghe same was his/her free act and deed on b | By: Its: aid county and state, personally appeared the signatory hereof who ged that he/she is authorized to and did sign the foregoing, and that behalf of, this day of |
| State of) SS: County of) Acknowledged before me, a notary public in and for sasigned the same in my presence, and who acknowledghe same was his/her free act and deed on b | By: Its: aid county and state, personally appeared the signatory hereof who ged that he/she is authorized to and did sign the foregoing, and that behalf of, this day of nent clause. No oath or affirmation was administered to the signer. |
| State of | By: |
| State of | By: |
| State of | By: |

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 |
| Ву: |
| 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 |

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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 |
|----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | which is hereby acknowledged by the Lower-Tier Claimant, which |
| sum represents the total amount due and payable for all | work performed and materials and services furnished in furtherance |
| · · · · · · · · · · · · · · · · · · · | y as the Belle Oaks Firestone Building project located in the City |
| | oject") for Belle Oaks Marketplace III – FS LLC ("Owner") through |
| | |
| | Period"), Lower-Tier Claimant unconditionally waives and releases |
| | unt 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 ("Constru | ction Manager"), ("Subcontractor"), the |
| | 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. Lower-Tier Claimant acknowledges and |
| | final payment for all work, labor, materials, equipment, tools and |
| • | luding without limitation extra work, fringe benefits, union dues, and |
| | eriod, and that no additional sum is or will hereafter be claimed due |
| | |
| | rials against or from any person or entity, including without limitation |
| _ | or, the Project, Construction Manager's payment bond surety, or any |
| | aid retention and any claims previously reserved in writing by Lower- |
| Tier Claimant. | |
| | |
| | at it has paid all of its laborers, subcontractors, vendors, unions, and |
| | nts and any future payment will be applied solely and exclusively to |
| the payment of the persons or entities that have sup | plied labor, materials, equipment, services or tools to Lower-Tier |
| Claimant for the Project to fully and completely resolve | ve all of Lower-Tier Claimant's Project-related debts. Lower-Tier |
| | ranties in this instrument are a material inducement to Construction |
| Manager and Subcontractor's release of any future pay | |
| , , , , | |
| DATE: | |
| | Lower-Tier Claimant Name |
| | Dv. |
| | By: |
| | Its: |
| State of | |
| State of)) SS: | |
| County of | |
| County of | |
| | |
| Acknowledged before me a notary public in and for sa | id county and state, personally appeared the signatory hereof who |
| | id county and state, personally appeared the signatory hereof who |
| | |
| • | ed that he/she is authorized to and did sign the foregoing, and that |
| the same was his/her free act and deed on be | ed that he/she is authorized to and did sign the foregoing, and that half of , this day of |
| the same was his/her free act and deed on be | ed that he/she is authorized to and did sign the foregoing, and that |
| the same was his/her free act and deed on be | ed that he/she is authorized to and did sign the foregoing, and that half of , this day of |
| the same was his/her free act and deed on be | ed that he/she is authorized to and did sign the foregoing, and that half of , this day of |
| the same was his/her free act and deed on be | ed that he/she is authorized to and did sign the foregoing, and that half of, this day of clause. No oath or affirmation was administered to the signer. |
| the same was his/her free act and deed on be | ed that he/she is authorized to and did sign the foregoing, and that half of , this day of |
| the same was his/her free act and deed on be, 20 This is an acknowledgment | ed that he/she is authorized to and did sign the foregoing, and that half of, this day of clause. No oath or affirmation was administered to the signer. Notary Public |
| the same was his/her free act and deed on be | ed that he/she is authorized to and did sign the foregoing, and that half of, this day of clause. No oath or affirmation was administered to the signer. |

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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 amou | nt due and payable to MAR | OUS BROTHERS CONSTRUCTION, INC. ("Construction Manager") |
| for all work performed and | d materials and services fur | nished in furtherance of the construction improvement project known |
| generally as the Belle Oa | ks Firestone Building proj | ect located in the City of Richmond Heights, Cuyahoga County, Ohio |
| | | FS LLC ("Owner") through, 20, the |
| | | he bank upon which it is drawn, Construction Manager unconditionally |
| | | ims and/or attested account claims, rights of mechanic's lien and/or |
| | | all other demands, damages, causes of action, and other claims of |
| | | e Project, the project lessees, or any person or entity relating in any |
| | - | f the Current Payment. Construction Manager acknowledges and |
| | • | and final payment for all work, labor, materials, equipment, tools and |
| • | | ncluding without limitation extra work, fringe benefits, union dues, and |
| • • • | | |
| · · · · · · · · · · · · · · · · · · · | _ | and that no additional sum is or will hereafter be claimed due by |
| _ | | erials against or from any person or entity, including without limitation |
| • | • • • | ne exception of earned and unpaid retention and any claims previously |
| reserved in writing by Cor | istruction Manager. | |
| Construction Manager fur | ther renresents and warran | ts that it has paid all of its laborers, subcontractors, vendors, unions, |
| _ | - | ent Payment will be applied solely and exclusively to the payment of |
| • • | • | erials, equipment, services or tools to Construction Manager for the |
| | • • | uction Manager's Project-related debts through the Progress Billing |
| • | - | e representations and warranties in this instrument are a material |
| | _ | nt to Construction Manager. |
| inducement to Owner 3 re | lease of the outlett i ayine | Tit to Construction Manager. |
| DATE: | , 20 | |
| | | Construction Manager |
| | | By: |
| | | -5. |
| | | Its: |
| State of | _) | |
| County of |) SS: | |
| County of |) | |
| Acknowledged before me | a notary public in and for | said county and state, personally appeared the signatory hereof who |
| | | dged that he/she is authorized to and did sign the foregoing, and that |
| | | |
| 20 | This is an acknowledge | behalf of day of nent clause. No oath or affirmation was administered to the signer. |
| , 20 | This is an acknowledge | ment clause. No oath of animiation was authinistered to the signer. |
| | | |
| | | |
| | | |
| | | Notary Public |
| | | Notary Public |

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Jser Notes: (1466389868) FIRESTONE: January 30, 2024, EXECUTION VERSION

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

| | | ("Current Payment"), which sum represents th | o total allibalit dat |
|------------------------------------------------------------------|--------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| | ("Subcon | tractor") for all work performed and materials and ser | rvices furnished ir |
| furtherance of the cor | nstruction improvement pro | pject known generally as the Belle Oaks Firestone Build | ling project located |
| n the City of Richmon | nd Heights, Cuyahoga Cou | unty, Ohio (the "Project") for Belle Oaks Marketplace III – | - FS LLC ("Owner" |
| through | _, 20 (the "Progress B | illing Period") and when the check clears the bank upor | n which it is drawn |
| Subcontractor uncon | ditionally waives and releas | ses any and all mechanic's lien claims and/or attested acc | count claims, rights |
| of mechanic's lien and | d/or attested account claim | s, payment bond claims, and all other demands, damage | s, causes of action |
| | | on against ("Cons | |
| | | nstruction Manager's payment bond surety, or any person | |
| • | • • | extent of the Current Payment. Subcontractor acknowledge | • |
| - | | inal payment for all work, labor, materials, equipment, | |
| - | | uding without limitation extra work, fringe benefits, unior | |
| • • | - 1 | I that no additional sum is or will hereafter be claimed du | • |
| , - | _ | or from any person or entity, including without limitation | - |
| | _ | ion Manager's payment bond surety, or any Project I | |
| _ | - | ny claims previously reserved in writing by Subcontracto | |
| | | .,g -, | |
| Subcontractor further | r renresents and warrants | that it has paid all of its laborers, subcontractors, ver | ndore unione and |
| | • | rrent Payment will be applied solely and exclusively to t | |
| | | sterials, equipment, services or tools to Subcontractor for | |
| | | Project-related debts through the Progress Billing Perio | |
| • | | nties in this instrument are a material inducement to Cons | |
| | t Payment to Subcontracto | | struction ivianagers |
| elease of the Current | t rayment to Subcontract | η | |
| DATE: | 20 | | |
| | , = 5 | Outronition Norman | |
| | | Subcontractor Name | |
| | | | |
| | | By: | |
| | | Ву: | |
| State of | 1 | | |
| State of |) | Ву: | |
| State of |)) SS: | Ву: | |
| State of |)) SS:) | Ву: | |
| | | By: | anatory bereef who |
| Acknowledged before | e me, a notary public in ar | By: Its: od for said county and state, personally appeared the sig | • |
| Acknowledged before | e me, a notary public in ar ny presence, and who acki | By: Its: Its defor said county and state, personally appeared the sign owledged that he/she is authorized to and did sign the sign of t | • |
| Acknowledged before signed the same in make here. | e me, a notary public in ar ny presence, and who ack free act and deed on beha | By: Its: Its: Its defor said county and state, personally appeared the sign to some sign owledged that he/she is authorized to and did sign the sign of, this day of | • |
| Acknowledged before signed the same in make here. | e me, a notary public in ar ny presence, and who ack free act and deed on beha | By: Its: Its defor said county and state, personally appeared the sign owledged that he/she is authorized to and did sign the sign of t | • |
| Acknowledged before signed the same in make here. | e me, a notary public in ar ny presence, and who ack free act and deed on beha | By: Its: Its: Its defor said county and state, personally appeared the sign to some sign owledged that he/she is authorized to and did sign the sign of, this day of | • |
| Acknowledged before signed the same in make here. | e me, a notary public in ar ny presence, and who ack free act and deed on beha | By: Its: Its: Its defor said county and state, personally appeared the sign to some sign owledged that he/she is authorized to and did sign the sign of, this day of | • |
| Acknowledged before signed the same in make the same was his/her | e me, a notary public in ar ny presence, and who ack free act and deed on beha | By: Its: Its: Its: Its: It of, this day of ath or affirmation was administered to the signer. | • |
| Acknowledged before signed the same in make the same was his/her | e me, a notary public in ar ny presence, and who ack free act and deed on beha | By: Its: Its: Its defor said county and state, personally appeared the sign to some sign owledged that he/she is authorized to and did sign the sign of, this day of | • |
| Acknowledged before signed the same in make the same was his/her | e me, a notary public in ar ny presence, and who ack free act and deed on beha | By: Its: Its: Its: Its: It of, this day of ath or affirmation was administered to the signer. | • |
| Acknowledged before signed the same in make the same was his/her | e me, a notary public in ar ny presence, and who ack free act and deed on beha | By: Its: Its: Its: Its: It of, this day of ath or affirmation was administered to the signer. | • |

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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 | ("Current Payment"), which sum represents the ("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 |
| | of Richmond Heights, Cuyahoga County, Ohio (the "Project") for BELLE |
| | through, 20 (the "Progress Billing Period") and |
| | s drawn, Lower-Tier Claimant unconditionally waives and releases any and |
| | nt claims, rights of mechanic's lien and/or attested account claims, payment |
| = | causes of action, and other claims of whatever nature or description against N, INC. ("Construction Manager"), |
| | ject, the project lessees, Construction Manager's payment bond surety, o |
| | natsoever to the Project to the extent of the Current Payment. Lower-Tier |
| | ne Current Payment represents full and final payment for all work, labor, |
| | ed to or in furtherance of the Project (including without limitation extra work |
| | through the Progress Billing Period, and that no additional sum is or will |
| hereafter be claimed due by Lower-Tier Claima | nt for such work, services or materials against or from any person or entity, |
| including without limitation the Owner, the Const | ruction Manager, the Project, Construction Manager's payment bond surety, |
| or any Project lessee(s), with the exception of ea | arned and unpaid retention and any claims previously reserved in writing by |
| Lower-Tier Claimant. | |
| | |
| • | rants that it has paid all of its laborers, subcontractors, vendors, unions, and |
| | rrent Payment will be applied solely and exclusively to the payment of the |
| | aterials, equipment, services or tools to Lower-Tier Claimant for the Project Claimant Project-related debts through the Progress Billing Period. Lower- |
| | tations and warranties in this instrument are a material inducement to |
| Construction Manager's release of the Current I | |
| | |
| DATE:, 20 | |
| | Lower-Tier Claimant Name |
| | By: |
| | Its: |
| State of) | ····· |
| State of) SS: | |
| County of) | |
| | |
| | d for said county and state, personally appeared the signatory hereof who |
| · · · · · · · · · · · · · · · · · · · | nowledged that he/she is authorized to and did sign the foregoing, and that |
| the same was his/her free act and deed on beha | |
| 20 This is an acknowledgment clause. No | oath or affirmation was administered to the signer. |
| | |
| | Notary Public |
| | - - |
| | |
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EXHIBIT D - FORM OF FINAL LIEN WAIVERS (FOR FINAL PAYMENTS) FINAL WAIVER OF LIENS AND CLAIMS, AFFIDAVIT OF PAYMENT, AND INDEMNITY

| | | (the "Final Payment"), and oth | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| FS LLC ("Owner") to MA total amount due and p furtherance of the constrint the City of Richmond releases any and all medical claims, payment bond c description against the C to the Project. Construct for all work, labor, mate limitation extra work, retais or will hereafter be class. | ROUS BROTHERS CONSTRUCTION Analysts ayable to Construction Managruction improvement project known the laims, Cuyahoga County, Ohechanic's lien claims and/or attestalisms, and all other demands, Cowner, the Project, the project tion Manager acknowledges and rials, equipment, tools and serainage, accrued interest, fringe | by acknowledged, being paid by BELLE OAKS MARKE JCTION, INC. ("Construction Manager"), which sum refer for all work performed and materials and services with generally as the Belle Oaks Firestone Building pro io (the "Project"), Construction Manager unconditionally ted account claims, rights of mechanic's lien and/or attendamages, causes of action, and other claims of whatevelessees, or any person or entity relating in any manner discrepants that the Final Payment represents full and fivices supplied to or in furtherance of the Project (includenessits, union dues, and impact claims), and that no adager for such work, services or materials against or from tigect, or any Project lessee(s). | presents the furnished in pject located waives and sted account ver nature or whatsoever inal payment ding without ditional sum |
| and suppliers in full, or t | hat the proceeds of the Final P | that it has paid all of its laborers, subcontractors, vend ayment will be applied solely and exclusively to the pay equipment, services or tools to Construction Manager for | yment of the |
| to fully and completely reindemnify, and hold the causes of action of ever Manager to recover sul Manager understands to | esolve all of Construction Mana Owner harmless from and ag y kind or nature that may be as ms due for labor, materials or | ger's Project-related debts. Construction Manager agree ainst any and all liens, claims, rights, debts, demands serted by any laborers, suppliers or subcontractors of equipment furnished in furtherance of the Project. (a | es to defend, s, actions, or Construction Construction |
| DATE: | , 20 | Construction Manager | |
| | | Construction Manager | |
| | | Ву: | |
| Otata af | \ | Its: | |
| State of |)) SS: | | |
| County of |) | | |
| signed the same in my p the same was his/her fre | oresence, and who acknowledge act and deed on behalf of | aid county and state, personally appeared the signatory ped that he/she is authorized to and did sign the foregoing this day of, this day of affirmation was administered to the signer. | ing, and that |
| | | | |
| | | Notary Public | |
| | | | |

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

| | | | and other good and valuable consideration, the |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| to ("Suboperformed and material the Belle Oaks Firesto for Belle Oaks Market mechanic's lien claims bond claims, and all oth Construction Manager, person or entity relating Final Payment represer in furtherance of the Proand impact claims), and or materials against or | contractor"), which sum is and services furnished in and services furnished in a Building project local place III – FS LLC ("Cand/or attested accounter demands, damages, the Owner, the Project in any manner whatso its full and final paymer of its f | represents the total amount of in furtherance of the constructed in the City of Richmond Howner"), Subcontractor uncost claims, rights of mechanic's causes of action, and other classes, Constructed to the Project. Subcontractor to the Project. Subcontractor all work, labor, materials imitation extra work, retainage is or will hereafter be claimed | ("Construction Manager" due and payable to Subcontractor for all work action improvement project known generally as deights, Cuyahoga County, Ohio (the "Project" anditionally waives and releases any and allien and/or attested account claims, payment aims of whatever nature or description agains action Manager's payment bond surety, or any tractor acknowledges and represents that the sq. equipment, tools and services supplied to obe, accrued interest, fringe benefits, union dues a due by Subcontractor for such work, services on the Owner, the Construction Manager, the |
| • | | | borers, subcontractors, vendors, unions, and |
| persons or entities that and completely resolve the Construction Manag or causes of action of Subcontractor to recove | have supplied labor, ma all of Subcontractor's F ger and Owner harmless f every kind or nature er sums due for labor, m presentations and warra | aterials, equipment, services or Project-related debts. Subcor s from and against any and all that may be asserted by a naterials or equipment furnishe | solely and exclusively to the payment of the or tools to Subcontractor for the Project to fully ntractor agrees to defend, indemnify, and hold liens, claims, rights, debts, demands, actions any laborers, suppliers or subcontractors of the Project. Subcontractor naterial inducement to Construction Manager's |
| DATE: | , 20 | Subcontractor Na | me |
| | | | |
| | | Ву: | |
| State of |) 33. | Its: | |
| signed the same in my the same was his/her fre | presence, and who ack ee act and deed on beha | nowledged that he/she is auth | personally appeared the signatory hereof who horized to and did sign the foregoing, and tha , this day of stered to the signer. |
| | | No | tary Public |
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FINAL WAIVER OF LIENS AND CLAIMS, AFFIDAVIT OF PAYMENT AND INDEMNITY

| | | | , and other good and valuable | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| sufficiency of which is herek | y acknowledged, be | eing paid by | ("Cons | truction Manager") |
| | | | r-Tier Claimant"), which sum r | |
| of the construction improven of Richmond Heights, Cuyal Tier Claimant unconditionally of mechanic's lien and/or atte and other claims of whateve Construction Manager's pay Lower-Tier Claimant acknowlabor, materials, equipment, work, retainage, accrued in hereafter be claimed due by | nent project known g hoga County, Ohio (y waives and release ested account claims or nature or description ment bond surety, of vledges and represe tools and services s terest, fringe benefit Lower-Tier Claiman | generally as the Belle Oa (the "Project"), for Belle Oes any and all mechanic's s, payment bond claims, a on against Construction Nor any person or entity reents that the Final Paymes supplied to or in furtherand ts, union dues, and impart for such work, services | nd materials and services furnists ks Firestone Building project Daks Marketplace III – FS LLC lien claims and/or attested accord all other demands, damages Manager, Owner, the Project, the lating in any manner whatsoe ent represents full and final papers of the Project (including with act claims), and that no addition materials against or from a sect, Construction Manager's page | located in the City ("Owner") Lower-count claims, rights s, causes of action, he project lessees, ever to the Project. yment for all work, nout limitation extra onal sum is or will ny person or entity, |
| suppliers in full, or that the persons or entities that have to fully and completely resolindemnify, and hold the Considemands, actions, or caus subcontractors of Lower-Tier Project. Lower-Tier Claims inducement to Construction | proceeds of the Fire supplied labor, main labor, main labor, main labor and | nal Payment will be appliterials, equipment, service Claimant's Project-related of Owner harmless from a tery kind or nature that resums due for labor, mate at the representations and | its laborers, subcontractors, veried solely and exclusively to the sor tools to Lower-Tier Claimed debts. Lower-Tier Claimant and against any and all liens, clamay be asserted by any laborated or equipment furnished in the warranties in this instrument. | he payment of the nant for the Project agrees to defend, aims, rights, debts, prers, suppliers or a furtherance of the |
| DATE: | _, 20 | | · · · · · · · · · · · · · · · · · · · | |
| | | Lower Tier Clai | mant Name | |
| | | Ву: | | |
| | | Its: | | |
| State of |) | | | |
| |) SS: | | | |
| County of |) | | | |
| Acknowledged before me, a signed the same in my prese | notary public in and ence, and who ackno ct and deed on beha | d for said county and stat owledged that he/she is a lf of | appeared the signatory here e, personally appeared the signathorized to and did sign the t, this day ofed to the signer. | natory hereof who foregoing, and that |
| | | | Notary Public | _ |
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