

**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**

For and in consideration of the sum of \$ \_\_\_\_\_ (“Prior Payments”), previously paid to MAROUS BROTHERS CONSTRUCTION, INC. (“Construction 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 Oaks Site Improvements for Meijer Store #336 project** located in the City of Richmond Heights, Cuyahoga County, Ohio (the “Project”) for BELLE OAKS MARKETPLACE III LLC and BELLE OAKS MARKETPLACE III MS LLC (“Owner”) through \_\_\_\_\_, 20\_\_\_\_ (the “Previous Progress Billing Period”), 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 Prior Payments. Construction Manager 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 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 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 Construction Manager for the Project to fully and completely resolve all of Construction Manager’s Project-related debts. Construction Manager understands that the representations and warranties in this instrument are a material inducement to Owner’s release of any future payment to Subcontractor.

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

**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 Site Improvements for Meijer Store #336 project** located in the City of Richmond Heights, Cuyahoga County, Ohio (the "Project") for BELLE OAKS MARKETPLACE III – LLC and BELLE OAKS MARKETPLACE III MS 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 Site Improvements for Meijer Store #336 project** located in the City of Richmond Heights, Cuyahoga County, Ohio (the “Project”) for BELLE OAKS MARKETPLACE III LLC and BELLE OAKS MARKETPLACE III MS 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

**APM** *[Signature]*



**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 Site Improvements for Meijer Store #336 project** located in the City of Richmond Heights, Cuyahoga County, Ohio (the “Project”) for BELLE OAKS MARKETPLACE III LLC and BELLE OAKS MARKETPLACE III MS 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

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

For and in consideration of the sum of \$ \_\_\_\_\_ (the "Final Payment"), and other good and valuable consideration, the sufficiency of which is hereby acknowledged, being paid by \_\_\_\_\_ ("Construction Manager") jointly to \_\_\_\_\_ ("Subcontractor") and \_\_\_\_\_ ("Lower-Tier Claimant"), 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 Site Improvements for Meijer Store #336 project** located in the City of Richmond Heights, Cuyahoga County, Ohio (the "Project"), for BELLE OAKS MARKETPLACE III – LLC and BELLE OAKS MARKETPLACE III MS LLC ("Owner") 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 Construction Manager, 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. Lower-Tier Claimant acknowledges and represents that the Final 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, retainage, accrued interest, fringe benefits, union dues, and impact claims), 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).

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 Final 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's Project-related debts. Lower-Tier Claimant agrees to defend, indemnify, and hold the Construction Manager and Owner harmless from and against any and all liens, claims, rights, debts, demands, actions, or causes of action of every kind or nature that may be asserted by any laborers, suppliers or subcontractors of Lower-Tier Claimant to recover sums due for labor, materials or equipment furnished in furtherance of the Project. Lower-Tier Claimant understands that the representations and warranties in this instrument are a material inducement to Construction Manager's release of Final Payment to Lower-Tier Claimant.

DATE: \_\_\_\_\_, 20\_\_

\_\_\_\_\_ **Lower Tier Claimant Name**

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

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

State of \_\_\_\_\_ )  
 ) SS:  
 County of \_\_\_\_\_ )

Before me, a notary public in and for said county and state, personally appeared the signatory hereof who signed the 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