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

	ım of \$ ("	rior i agrirorito /, providuory para to wirti todo
		sufficiency and receipt of which is hereby
acknowledged by the Construction	•	amount due and payable for all work performed
	•	rovement project known generally as the Belle
		Cuyahoga County, Ohio (the "Project") for DPM
		, 20 (the "Previous Progress Billing
Period") Construction Manager u	nconditionally waives and releases any	and all mechanic's lien claims and/or attested
		payment bond claims, and all other demands,
=		tion against the Owner, the Project, the project
•	•	e Project to the extent of the Prior Payments.
	-	nts represent full and final payment for all work,
_		of the Project (including without limitation extra
• •	• •	Progress Billing Period, and that no additional
_	, ,	work, services or materials against or from any
		Project lessee(s), with the exception of earned
·	ns previously reserved in writing by Cons	
p.a.a		a a a a a a a a a a a a a a a a a a a
Construction Manager further repr	esents and warrants that it has paid all o	of its laborers, subcontractors, vendors, unions,
	•	re payment will be applied solely and exclusively
		ls, equipment, services or tools to Construction
	• •	Manager's Project-related debts. Construction
		rument are a material inducement to Owner's
release of any future payment to S	ubcontractor.	
DATE:, 20_		
		
	Construction Ma	nager
		nager
	Ву:	<u> </u>
		<u> </u>
	By:	<u> </u>
	Ву:	<u> </u>
	By:	<u> </u>
State of) County of)	By: Its: SS:	
State of) County of) Acknowledged before me, a notar	By: Its: SS: y public in and for said county and state	personally appeared the signatory hereof who
State of) County of) Acknowledged before me, a notar signed the same in my presence, a	By: Its: SS: y public in and for said county and state and who acknowledged that he/she is au	personally appeared the signatory hereof who thorized to and did sign the foregoing, and that
State of) County of) Acknowledged before me, a notar signed the same in my presence, a the same was his/her free ac	By:SS: / public in and for said county and state and who acknowledged that he/she is audit and deed on behalf of	personally appeared the signatory hereof who thorized to and did sign the foregoing, and that
State of) County of) Acknowledged before me, a notar signed the same in my presence, a the same was his/her free ac	By:SS: / public in and for said county and state and who acknowledged that he/she is audit and deed on behalf of	personally appeared the signatory hereof who thorized to and did sign the foregoing, and that
State of) County of) Acknowledged before me, a notar signed the same in my presence, a the same was his/her free ac	By: Its: SS: y public in and for said county and state and who acknowledged that he/she is auxit and deed on behalf of s is an acknowledgment clause. No oath	personally appeared the signatory hereof who thorized to and did sign the foregoing, and that
State of) County of) Acknowledged before me, a notar signed the same in my presence, a the same was his/her free ac	By: Its: SS: y public in and for said county and state and who acknowledged that he/she is auxit and deed on behalf of s is an acknowledgment clause. No oath	personally appeared the signatory hereof who thorized to and did sign the foregoing, and that, this day of or affirmation was administered to the signer.
State of) County of) Acknowledged before me, a notar signed the same in my presence, a the same was his/her free ac	By: Its: SS: y public in and for said county and state and who acknowledged that he/she is auxit and deed on behalf of s is an acknowledgment clause. No oath	personally appeared the signatory hereof who thorized to and did sign the foregoing, and that, this day of or affirmation was administered to the signer.
State of	By: Its: SS: y public in and for said county and state and who acknowledged that he/she is auxit and deed on behalf of s is an acknowledgment clause. No oath	personally appeared the signatory hereof who thorized to and did sign the foregoing, and that, this day of or affirmation was administered to the signer.

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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	n is hereby acknowledged by the Subcontractor, which sum represents
the total amount due and payable for all work pe	rformed and materials and services furnished in furtherance of the
construction improvement project known generally	as the Belle Oaks Leasing Center project located in the City of
Richmond Heights, Cuyahoga County, Ohio (the "Pi	roject") for DPM 775 Richmond Wilson Road 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 cla	nims, rights of mechanic's lien and/or attested account claims, payment
	es of action, and other claims of whatever nature or description against
	iction Manager"), the Owner, the Project, the project lessees,
	y person or entity relating in any manner whatsoever to the Project to
· · · · · · · · · · · · · · · · · · ·	knowledges and represents that the Prior Payments represent full and
	nent, tools and services supplied to or in furtherance of the Project
	s, union dues, and impact claims) through the Previous Progress Billing
•	be claimed due by Subcontractor for such work, services or materials
	ithout limitation the Owner, the Construction Manager, the Project,
	y Project lessee(s), with the exception of earned and unpaid retention
and any claims previously reserved in writing by Sub	
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 Pay	ments and any future payment will be applied solely and exclusively to
the payment of the persons or entities that have supp	olied labor, materials, equipment, services or tools to Subcontractor for
the Project to fully and completely resolve all of Subo	contractor'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	
DATE:, 20	Subcontractor Name
	By:
	Ita
State of)	Its:
State of	
County of)	
Acknowledged before me. a notary public in and for	said county and state, personally appeared the signatory hereof who
	edged that he/she is authorized to and did sign the foregoing, and that
the same was his/her free act and deed on	
, 20 This is an acknowledgme	ent clause. No oath or affirmation was administered to the signer.
	Notary Public

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User Notes:

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

For and in co	onsideration of the sum of \$	("Prior Payments"), previously paid to
		which is hereby acknowledged by the Lower-Tier Claimant, which
•	•	Il work performed and materials and services furnished in furtherance
•		ally as the Belle Oaks Leasing Center project located in the City of
		ject") for DPM 775 Richmond Wilson Road LLC ("Owner") through
	• • • • • • • • • • • • • • • • • • • •	· · ·
	:	Period"), Lower-Tier Claimant unconditionally waives and releases
•		ount claims, rights of mechanic's lien and/or attested account claims,
	=	s, causes of action, and other claims of whatever nature or description
against	("Constr	uction Manager"), ("Subcontractor"), the
Owner, the P	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 exter	t of the Prior Payments. Lower-Tier Claimant acknowledges and
represents th	at the Prior Payments represent full and	d final payment for all work, labor, materials, equipment, tools and
		cluding without limitation extra work, fringe benefits, union dues, and
		Period, and that no additional sum is or will hereafter be claimed due
		erials against or from any person or entity, including without limitation
•		
	_	tor, the Project, Construction Manager's payment bond surety, or any
-		paid retention and any claims previously reserved in writing by Lower-
Tier Claimant	i.	
		nat it has paid all of its laborers, subcontractors, vendors, unions, and
suppliers in fu	ıll, or that the proceeds of the Prior Paym	ents and any future payment will be applied solely and exclusively to
the payment	of the persons or entities that have su	pplied labor, materials, equipment, services or tools to Lower-Tier
Claimant for	the Project to fully and completely reso	lve all of Lower-Tier Claimant's Project-related debts. Lower-Tier
Claimant und	erstands that the representations and wa	rranties in this instrument are a material inducement to Construction
Manager and	Subcontractor's release of any future pa	yment to Lower-Tier Claimant.
· ·		•
DATE:	<u>,</u> 20	
		Lower-Tier Claimant Name
		By:
		Бу
		Its:
State of)) SS:	
Otate of		
County of)	
_	• •	aid county and state, personally appeared the signatory hereof who
signed the sa		ged that he/she is authorized to and did sign the foregoing, and that
-		
the same w		ehalf of, this day of
the same w		ehalf of, this day of t clause. No oath or affirmation was administered to the signer.
the same w		
the same w		
the same w		t clause. No oath or affirmation was administered to the signer.
the same w		
the same w	, 20 This is an acknowledgmer	t clause. No oath or affirmation was administered to the signer. Notary Public
Init.	, 20 This is an acknowledgmen	t 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

	("Current Payment"), which sum
represents the total amount due and payable to MAR	OUS BROTHERS CONSTRUCTION, INC. ("Construction Manager")
for all work performed and materials and services fur	nished in furtherance of the construction improvement project known
generally as the Belle Oaks Leasing Center project	located in the City of Richmond Heights, Cuyahoga County, Ohio (the
"Project") for DPM 775 Richmond Wilson Road 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 Curren	t Payment. Construction Manager acknowledges and represents that
the Current Payment represents full and final paymen	nt for all work, labor, materials, equipment, tools and services supplied
· · · · · · · · · · · · · · · · · · ·	limitation extra work, fringe benefits, union dues, and impact claims)
	ional sum is or will hereafter be claimed due by Construction Manager
	ny person or entity, including without limitation the Owner, the Project,
	and unpaid retention and any claims previously reserved in writing by
Construction Manager.	
· ·	ts that it has paid all of its laborers, subcontractors, vendors, unions,
·	rent Payment will be applied solely and exclusively to the payment of
·	terials, equipment, services or tools to Construction Manager for the
	uction Manager's Project-related debts through the Progress Billing re representations and warranties in this instrument are a material
inducement to Owner's release of the Current Payme	•
madeement to extreme training of the eartern aying	in to conduction manager.
	·
DATE:, 20	
DATE:, 20	Construction Manager
DATE:, 20	
DATE:, 20	Construction Manager By:
	Construction Manager
	Construction Manager By:
	Construction Manager By:
State of)	Construction Manager By:
State of)	Construction Manager By:
State of) SS: County of) Acknowledged before me, a notary public in and for	Construction Manager By: Its:
State of) SS: County of) Acknowledged before me, a notary public in and for	Construction Manager By: Its: said county and state, personally appeared the signatory hereof who dged 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 signed the same in my presence, and who acknowled the same was his/her free act and deed on	Construction Manager By: Its: said county and state, personally appeared the signatory hereof who dged 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 signed the same in my presence, and who acknowled the same was his/her free act and deed on	Construction Manager By: Its: said county and state, personally appeared the signatory hereof who dged 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 signed the same in my presence, and who acknowled the same was his/her free act and deed on	Construction Manager By: Its: said county and state, personally appeared the signatory hereof who dged 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 signed the same in my presence, and who acknowled the same was his/her free act and deed on	By:
State of) SS: County of) Acknowledged before me, a notary public in and for signed the same in my presence, and who acknowled the same was his/her free act and deed on	Construction Manager By: Its: said county and state, personally appeared the signatory hereof who dged 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 signed the same in my presence, and who acknowled the same was his/her free act and deed on	By:

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

		("Current Payment"), which sum represents the total amou	
		tractor") for all work performed and materials and services furnish	
furtherance of the construct	tion improvement pr	roject known generally as the Belle Oaks Leasing Center project k	ocated
in the City of Richmond Hei	ghts, Cuyahoga Cou	nty, Ohio (the "Project") for DPM 775 Richmond Wilson Road LLC ("O	wner")
		Billing Period") and when the check clears the bank upon which it is o	
Subcontractor unconditiona	ally waives and relea	ses any and all mechanic's lien claims and/or attested account claims,	rights
of mechanic's lien and/or at	tested account claim	ns, payment bond claims, and all other demands, damages, causes of a	action,
and other claims of whatever	er nature or descripti	on against ("Construction Mana	ager"),
the Owner, the Project, the	project lessees, Co	nstruction Manager's payment bond surety, or any person or entity re	elating
in any manner whatsoever	to the Project to the	extent of the Current Payment. Subcontractor acknowledges and repre	esents
that the Current Payment	represents full and	final payment for all work, labor, materials, equipment, tools and se	ervices
supplied to or in furtherand	e of the Project (inc	luding without limitation extra work, fringe benefits, union dues, and i	mpact
claims) through the Progres	ss Billing Period, and	d that no additional sum is or will hereafter be claimed due by Subcont	tractor
for such work, services or	materials against	or from any person or entity, including without limitation the Owne	er, the
Construction Manager, the	e Project, Construct	tion Manager's payment bond surety, or any Project lessee(s), wi	ith the
exception of earned and ur	paid retention and a	any claims previously reserved in writing by Subcontractor.	
		Project-related debts through the Progress Billing Period. Subconf	tractor
release of the Current Pays		nties in this instrument are a material inducement to Construction Man or.	ager's
· ·	ment to Subcontracto		ager's
release of the Current Payı	ment to Subcontracto		ager's
release of the Current Payı	ment to Subcontracto	or.	ager's
release of the Current Payr DATE:	ment to Subcontracto	Subcontractor Name By:	ager's
release of the Current Payr DATE:	ment to Subcontracto	Subcontractor Name	ager's
release of the Current Payr DATE:	ment to Subcontracto	Subcontractor Name By:	ager's
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release of the Current Payr DATE:	ment to Subcontracto	Subcontractor Name By:	ager's
DATE: State of County of	ment to Subcontracto, 20 .) .) SS: _)	Subcontractor Name By:	
Payre release of the Current Payre DATE: State of County of Acknowledged before me,	ment to Subcontracto, 20) SS:) a notary public in ar	Subcontractor Name By: Its:	of who
DATE: State of County of Acknowledged before me, signed the same in my pre the same was his/her free a	nent to Subcontractor, 20, 20 .) SS: a notary public in arsence, and who ack ct and deed on beha	Subcontractor Name By: Its: and for said county and state, personally appeared the signatory hereonowledged that he/she is authorized to and did sign the foregoing, and for, this day of	of who
DATE: State of County of Acknowledged before me, signed the same in my pre the same was his/her free a	nent to Subcontractor, 20, 20 .) SS: a notary public in arsence, and who ack ct and deed on beha	Subcontractor Name By: Its: Its: Index for said county and state, personally appeared the signatory hereonowledged that he/she is authorized to and did sign the foregoing, and state is authorized to and did sign the foregoing, and state is authorized to and did sign the foregoing, and state is authorized to and did sign the foregoing, and state is authorized to and did sign the foregoing, and state is authorized to and did sign the foregoing, and state is authorized to and did sign the foregoing, and state is authorized to and did sign the foregoing, and state is a supplied to the signatory here is a supplied to a supplied to the signatory here is a supplied to the signatory here.	of who
DATE: State of County of Acknowledged before me, signed the same in my pre the same was his/her free a	nent to Subcontractor, 20, 20 .) SS: a notary public in arsence, and who ack ct and deed on beha	Subcontractor Name By: Its: and for said county and state, personally appeared the signatory hereonowledged that he/she is authorized to and did sign the foregoing, and for, this day of	of who
DATE: State of County of Acknowledged before me, signed the same in my pre the same was his/her free a	nent to Subcontractor, 20, 20 .) SS: a notary public in arsence, and who ack ct and deed on beha	Subcontractor Name By: Its: and for said county and state, personally appeared the signatory hereonowledged that he/she is authorized to and did sign the foregoing, and for, this day of	of who
DATE: State of County of Acknowledged before me, signed the same in my pre the same was his/her free a	nent to Subcontractor, 20, 20 .) SS: a notary public in arsence, and who ack ct and deed on beha	Subcontractor Name By: Its: and for said county and state, personally appeared the signatory hereonowledged that he/she is authorized to and did sign the foregoing, and for, this day of ath or affirmation was administered to the signer.	of who
DATE: State of County of Acknowledged before me, signed the same in my pre the same was his/her free a	nent to Subcontractor, 20, 20 .) SS: a notary public in arsence, and who ack ct and deed on beha	Subcontractor Name By: Its: and for said county and state, personally appeared the signatory hereonowledged that he/she is authorized to and did sign the foregoing, and for, this day of	of who
DATE: State of County of Acknowledged before me, signed the same in my pre the same was his/her free a	nent to Subcontractor, 20, 20 .) SS: a notary public in arsence, and who ack ct and deed on beha	Subcontractor Name By: Its: and for said county and state, personally appeared the signatory hereonowledged that he/she is authorized to and did sign the foregoing, and for, this day of ath or affirmation was administered to the signer.	of who

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User Notes:

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 col	nstruction improvement project known generally as the Belle Oaks
Leasing Center project located in the City of Richmo	nd Heights, Cuyahoga County, Ohio (the "Project") for DPM 775
Richmond Wilson Road LLC ("Owner") through	, 20 (the "Progress Billing Period") and when the
·	T-Tier Claimant unconditionally waives and releases any and all
	rights of mechanic's lien and/or attested account claims, payment
_	f action, and other claims of whatever nature or description against
	C. ("Construction Manager"),
	project lessees, Construction Manager's payment bond surety, or
	r to the Project to the extent of the Current Payment. Lower-Tier
· · · · · · · · · · · · · · · · · · ·	nt Payment represents full and final payment for all work, labor,
	n furtherance of the Project (including without limitation extra work,
, , ,	the Progress Billing Period, and that no additional sum is or will
•	ch work, services or materials against or from any person or entity,
_	Manager, the Project, Construction Manager's payment bond surety,
Lower-Tier Claimant.	d unpaid retention and any claims previously reserved in writing by
Edwel-Tier Glaimant.	
Lower-Tier Claimant further represents and warrants tha	t it has paid all of its laborers, subcontractors, vendors, unions, and
·	yment will be applied solely and exclusively to the payment of the
•	equipment, services or tools to Lower-Tier Claimant for the Project
	t Project-related debts through the Progress Billing Period. Lower-
	and warranties in this instrument are a material inducement to
Construction Manager's release of the Current Payment	
DATE:, 20	
	Lower-Tier Claimant Name
	By:
	lts:
State of	1.3.
State of)	
County of)	
, , , , , , , , , , , , , , , , , , ,	
Acknowledged before me, a notary public in and for said	d 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 behalf of	, this day of,
20 This is an acknowledgment clause. No oath or a	
	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

For and in consideration of the sum of \$	wledged, being paid by DPM 775 Richmond Wilson Road NC. ("Construction Manager"), which sum represents the work performed and materials and services furnished in erally as the Belle Oaks Leasing Center project located roject"), Construction Manager unconditionally waives and int claims, rights of mechanic's lien and/or attested account, causes of action, and other claims of whatever nature or or any person or entity relating in any manner whatsoever into that the Final Payment represents full and final payment uplied to or in furtherance of the Project (including without union dues, and impact claims), and that no additional sum uch work, services or materials against or from any person
Construction Manager further represents and warrants that it had and suppliers in full, or that the proceeds of the Final Payment was persons or entities that have supplied labor, materials, equipment to fully and completely resolve all of Construction Manager's Projet indemnify, and hold the Owner harmless from and against any causes of action of every kind or nature that may be asserted by Manager to recover sums due for labor, materials or equipment Manager understands that the representations and warranties release of Final Payment to Construction Manager.	will be applied solely and exclusively to the payment of the t, services or tools to Construction Manager for the Project ect-related debts. Construction Manager agrees to defend, and all liens, claims, rights, debts, demands, actions, or any laborers, suppliers or subcontractors of Construction ent furnished in furtherance of the Project. Construction
DATE:, 20	Construction Manager
	_
	Ву:
Obstant of	Its:
) SS:	
State of)	
Acknowledged before me, a notary public in and for said county signed the same in my presence, and who acknowledged that he the same was his/her free act and deed on behalf of	e/she is authorized to and did sign the foregoing, and that , this day of,
20 This is an authomicuginetit clause. No cath of allithatic	on was autilitistered to the signer.
	Notary Public
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User Notes:

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

sufficiency to performed the Belle of or DPM of mechanic' bond claim Constructi person or Final Payr in furthera and impact or materia	consideration of the sum of \$ (the "Final Payment"), and other good and valuable consideration, by of which is hereby acknowledged, being paid by ("Construction Manage" ("Subcontractor"), which sum represents the total amount due and payable to Subcontractor for all volume dand materials and services furnished in furtherance of the construction improvement project known generally to and materials and services furnished in the City of Richmond Heights, Cuyahoga County, Ohio (the "Project Richmond Wilson Road LLC" ("Owner"), Subcontractor unconditionally waives and releases any and size lien claims and/or attested account claims, rights of mechanic's lien and/or attested account claims, payon, and all other demands, damages, causes of action, and other claims of whatever nature or description against on Manager, the Owner, the Project, the project lessees, Construction Manager's payment bond surety, or rentity relating in any manner whatsoever to the Project. Subcontractor acknowledges and represents that the ment represents full and final payment for all work, labor, materials, equipment, tools and services supplied to ance of the Project (including without limitation extra work, retainage, accrued interest, fringe benefits, union due to claims), and that no additional sum is or will hereafter be claimed due by Subcontractor for such work, servals against or from any person or entity, including without limitation the Owner, the Construction Manager,	ger") work ly as ect") d all ment ainst any t the to or ues, vices
Project, Co	Construction Manager's payment bond surety, or any Project lessee(s).	
suppliers in persons of and complethe Constr or causes Subcontrat understandard	actor further represents and warrants that it has paid all of its laborers, subcontractors, vendors, unions, in full, or that the proceeds of the Final Payment will be applied solely and exclusively to the payment of or entities that have supplied labor, materials, equipment, services or tools to Subcontractor for the Project to bletely resolve all of Subcontractor's Project-related debts. Subcontractor agrees to defend, indemnify, and I truction Manager and Owner harmless from and against any and all liens, claims, rights, debts, demands, actions of every kind or nature that may be asserted by any laborers, suppliers or subcontractors actor to recover sums due for labor, materials or equipment furnished in furtherance of the Project. Subcontractors that the representations and warranties in this instrument are a material inducement to Construction Manager Final Payment to Subcontractor.	f the fully hold ons, s of actor
DATE:	, 20 Subcontractor Name	
	Subcontractor Name	
	Ву:	
	Its:	
State of _)	
County of) SS: f)	
Oddrity of		
signed the	edged before me, a notary public in and for said county and state, personally appeared the signatory hereof versame in my presence, and who acknowledged that he/she is authorized to and did sign the foregoing, and was his/her free act and deed on behalf of, this day of, this day of, so is an acknowledgment clause. No oath or affirmation was administered to the signer.	that
۷٠ ۱۱۱۱۶	s is an acknowledgment clause. No cath of animitation 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 we	ork performed and materials and services furnished in furtherance
of the construction improvement project known generally	as the Belle Oaks Leasing Center project located in the City of
Richmond Heights, Cuyahoga County, Ohio (the "Proje	ct"), for DPM 775 Richmond Wilson LLC ("Owner") Lower-Tier
Claimant unconditionally waives and releases any and a	Il 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	st Construction Manager, Owner, the Project, the project lessees,
Construction Manager's payment bond surety, or any pe	erson or entity relating in any manner whatsoever to the Project.
· · · · · · · · · · · · · · · · · · ·	the Final Payment represents full and final payment for all work,
	o or in furtherance of the Project (including without limitation extra
	dues, and impact claims), and that no additional sum is or will
-	h work, services or materials against or from any person or entity,
•	anager, the Project, Construction Manager's payment bond surety,
or any Project lessee(s).	
T' - Ol ' 1 f - 1	21
•	it has paid all of its laborers, subcontractors, vendors, unions, and
·	nent will be applied solely and exclusively to the payment of the quipment, services or tools to Lower-Tier Claimant for the Project
	t's Project-related debts. Lower-Tier Claimant agrees to defend,
	r harmless from and against any and all liens, claims, rights, debts,
	or nature that may be asserted by any laborers, suppliers or
•	ue for labor, materials or equipment furnished in furtherance of the
	presentations and warranties in this instrument are a material
inducement to Construction Manager's release of Final P	•
_	
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
	I 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, 20
This is an acknowledgment clause. No oath or affirmation	n was administered to the signer.
	Notary Public
	•
MA D	
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