## FORM F-4.1 LIBERTY PROPERTY TRUST FINAL WAIVER OF LIENS

## SUBCONTRACTOR FINAL PAYMENT AFFIDAVIT, RELEASE AND WAIVER OF LIENS

TO CONTRACTOR:	Name:		
	Address:		
FROM SUBCONTRACTOR:	Name:		
	Address:		
PROJECT:			
OWNER:			<del></del>
SUBCONTRACT DATE:			<del></del>
	=	inal Payment)	
Period From:			
То:		<i>y</i>	
		n for Payment No.:	
Subcontractor Pa	ayment Request Amou	nt: \$	

- 1. <u>CERTIFICATIONS, AFFIRMATIONS AND WARRANTIES</u> The undersigned Subcontractor (hereinafter "the Undersigned"), to support its entitlement to the requested final payment, and for and in consideration of payments made by Contractor to the Undersigned, or to a Subcontractor, materialman or supplier of the Undersigned, for work, services, materials or equipment provided or performed in the construction of the above-referenced Project, hereby affirms, certifies and warrants as follows:
  - (a) The Undersigned has completed all of its work on the Project.
  - (b) The Subcontractor Final Payment Request Amount set forth above represents the actual value of work performed through Final Completion of the project and for which final payment is due under the terms of the Subcontract (and all authorized changes thereto) between the Undersigned and Contractor relating to the Project, including (i) all labor expended or furnished in the design or construction of the Project, (ii) all materials and equipment delivered to the site and either incorporated or to be incorporated in the Project; (iii) all materials, fixtures and equipment for the Project stored off-site to the extent authorized by Contractor and for which payment therefor is permitted by the Subcontract, (iv) all services furnished or performed in the design or construction of the Project, and (v) all equipment used, or provided for use, in the construction of the Project. All of items (i) through (v) above are hereafter collectively referred to as "work performed in the construction of the Project."
  - (c) Subject to receipt of the Subcontractor Final Payment Request Amount set forth above, the Undersigned certifies that it has received payment in full, including all retainage for all work performed through Final Completion of the Project; and the Undersigned certifies that no further payments are or will be due to it on this Project; and the Undersigned further certifies that it has no claims, on its own behalf or on behalf of others, against Contractor, Owner, or the Project, based upon

## FORM F-4.1 LIBERTY PROPERTY TRUST FINAL WAIVER OF LIENS (Cont'd)

or relating to work performed in the construction of the Project or otherwise relating to or arising from the Project, whether for labor, materials, equipment or otherwise relating to the project.

- (d) The Undersigned has not assigned to anyone any claim, any lien, or any right to file or perfect a lien, against Owner, Owner's lenders or the Project.
- (e) The Undersigned has paid in full all laborers, subcontractors, suppliers, materialmen and others with respect to all work performed in the construction of the Project through Final Completion.
- (f) The Undersigned has not given or executed any security interests for or in connection with any materials, equipment, appliances, machines, fixtures or furnishings which have been or are to be installed as part of the Project, and is conveying good title to the same to Contractor.
- 2. **WAIVER AND RELEASE** Subject to receipt of the Subcontractor Final Payment Request Amount set forth above, the Undersigned does hereby forever waive and release in favor of Contractor, Owner, the Project, and the title company or companies examining and/or insuring title to the Project, and any and all successors and assigns of the above, all rights that presently exist or hereafter may accrue to the Undersigned, by reason of work performed in the construction of the Project or by reason of any other cause, matter or thing relating to the Project, (i) to assert a lien upon the land and/or improvements comprising the Project (whether under the lien statute of any jurisdiction or otherwise), and (ii) to assert or bring any causes of actions, claims, suits and/or demands which the Undersigned ever had or now has against Contractor, Owner or the Project. The Undersigned hereby releases, acquits and forever discharges Contractor and Owner, and their representative partners, directors, officers, employees, agents, successors and assigns, from all claims, liabilities, obligations, causes of action and demands whatsoever, whether known or unknown, arising now or in the future, relating to or arising from the Project, based upon any cause, matter or thing whatsoever, from the beginning of the world through the date of this Release.
- 3. <u>INDEMNIFICATION</u> The Undersigned hereby agrees to indemnify, defend and hold harmless Contractor, Owner and their respective successors and assigns, from and against any and all damages, costs, judgments, liabilities, demands, suits and expenses (including reasonable attorney's fees) directly or indirectly relating to any cause of action, claim or lien filed by any person or entity with respect to (i) any work performed in the construction of the Project, (ii) any rights waived or released herein, and (iii) any misrepresentation or breach of any certification, affirmation or warranty made by the Undersigned in this document. Upon the request of Contractor, the Undersigned will undertake to defend such causes of actions, claims or liens at its sole cost and expense.

Date:	,20		
		SUBCONTRACTOR:	
		Ву:	
		Name:	
SWORN TO AND SUBSCRIB	ED		
BEFORE ME THIS	DAY		
OF,20_			
NOTARY PUBLIC			
MY COMMISSION EXPIRES_			