FORM F-4 LIBERTY PROPERTY TRUST PARTIAL WAIVER OF LIENS

SUBCONTRACTOR AFFIDAVIT, RELEASE AND WAIVER OF LIENS

TO CONTRACTOR:		Name:			
		Address:			
FROM SUBCONTRACTOR:		Name:			
		Address:			
PROJECT:	_				
	_				
OMNIED.					
OWNER:	_				
SUBCONTRAC	T DATE:				
<i>JODEON TRACE</i>	_				
Subcontractor Payment Request No.:					
			1.		
			er the "Partial Completion Date")		
	Cross Reference Contractor Application for Payment No.:				
	Subcontractor Payment Request Amount: \$				
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- 1. <u>CERTIFICATIONS, AFFIRMATIONS AND WARRANTIES</u> The undersigned Subcontractor (hereinafter "the Undersigned"), to support its entitlement to the requested 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 Subcontractor Payment Request Amount set forth above represents the actual value of work performed for the above payment request period for which payment is due under the terms of the Subcontract (and all authorized changes thereto) between the Undersigned and the 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."
 - (b) Except for the Subcontractor Payment Request Amount set forth above, the Undersigned certifies that it has already received payment in full, less retainage, (i) for all prior Subcontractor Payment Requests and (ii) for all work performed in the construction of the Project through the date set forth above (the "Partial Completion Date"); and, except for retainage, the Undersigned has no claims, on its own behalf or on behalf of others, against Contractor, Owner or the Project, based upon or relating to work performed in the construction of the Project through the Partial Completion Date, except for outstanding written requests for change orders, outstanding written notices of possible change orders, or other claims previously submitted in writing by Subcontractor to Contractor.

FORM F-4 LIBERTY PROPERTY TRUST PARTIAL WAIVER OF LIENS (Cont'd)

- (c) The Undersigned has not assigned to anyone any claim, any lien, or any right to file or perfect a lien, against Contractor, Owner, or the Project.
- (d) Except for the Subcontractor Payment Request Amount set forth above, the Undersigned certifies that it has paid in full all laborers, and, subject to retainage no greater than the percentage retainage held by Contractor, all subcontractors, suppliers, materialmen and others with respect to all work performed in the construction of the Project through the Partial Completion Date.
- (e) 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 payment for the Subcontractor 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 through the Partial Completion Date, (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, subject to paragraph 1(b) above, any causes of actions, claims, suits and/or demands which the Undersigned ever had or now has against Contractor, Owner or the Project. Subject to paragraph 1(b) above, the Undersigned hereby releases, acquits and forever discharges Owner and Owner's lenders, 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 through the Partial Completion Date, (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:	
	Title:	
SWORN TO AND SUBSCRIBED		
BEFORE ME THISDAY		
OF		
·		
NOTARY PUBLIC		
MY COMMISSION EXPIRES		