

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. **INDEMNIFICATION** 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: _____

By: _____

Name: _____

Title: _____

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY

OF _____, 20____

NOTARY PUBLIC

MY COMMISSION EXPIRES _____