

PARTIAL WAIVER OF LIEN AND RELEASE FORM

State of _____)

) ss:

County of _____)

The undersigned, being of lawful age, under oath does hereby swear that the following statements are true:

1. I am the _____ of _____ ("General Contractor"), and have personal knowledge of the truthfulness of all statements made herein. I am duly authorized to make such statements on behalf of the General Contractor and to execute and deliver this Partial Waiver and Release by and on its behalf.

2. Pursuant to an Agreement dated _____, 2015 with [name of tenant] ("Owner"), the General Contractor has provided services in connection with the [office/retail] project located at _____, Boston, MA (the "Project"), and covered by General Contractor's Requisition(s)/Invoice Nos. ___, dated _____, in the amount of \$_____.

3. The General Contractor hereby acknowledges receipt of payments in connection with the Project up to and including Requisition/Invoice No. _____.

4. The General Contractor further represents that it has paid or otherwise satisfied its indebtedness to all persons or entities associated with the Project that have furnished services, labor, materials and/or equipment to General Contractor in connection with the Project except such amounts as are included in Invoice No. _____.

5. In consideration of the payment received, the General Contractor hereby:

5.1 Waives and releases its rights to file any mechanic's, materialmen or similar liens and demands against Owner, Brookfield Properties 75 State Co. LLC ("Landlord") and/or the premises where the Project is located, on account of the services performed and expenses accrued in connection with the Project up to and including Requisition/Invoice No. _____.

5.2 Agrees to pay third parties promptly, and to discharge and release all mechanic's, materialmen or similar liens filed by third parties relating to services, labor or materials furnished to the General Contractor by said third parties in connection with the Project (and for which General Contractor has heretofore been paid), including those Services, labor and materials covered by Requisition/Invoice No. _____.

Signed under the penalties of perjury this _____ day of _____, 2015.

[_____] , **General Contractor**

By:_____

Title:_____

SWORN TO AND SUBSCRIBED before me by _____ on this ____ day of _____, 2015.

Notary Public, Commonwealth of Massachusetts

My Commission Expires:

FINAL WAIVER OF LIEN AND RELEASE FORM

State of _____)

) ss:

County of _____)

The undersigned, being of lawful age, under oath does hereby swear that the following statements are true:

1. I am the _____ of _____ (“General Contractor”), and have personal knowledge of the truthfulness of all statements made herein. I am duly authorized to make such statements on behalf of the General Contractor and to execute and deliver this Final Waiver and Release by and on its behalf.

2. Pursuant to an Agreement dated ___, 2015 with __[name of tenant] (“Owner”), the General Contractor has provided services in connection with the [office/retail] project located in _____, Boston, MA (the “Project”), and covered by Requisition(s)/Invoice Nos. ___, dated _____, in the amount of \$_____.

3. The General Contractor hereby acknowledges receipt of final payment in connection with the Project. The General Contractor further acknowledges that it has been paid in full or otherwise satisfied for all amounts due and owing to the General Contractor from Owner in connection with services provided in connection with the Project.

4. The General Contractor also represents that it has paid or otherwise satisfied its indebtedness to all persons associated with the Project who have furnished services, labor, materials and/or equipment to the General Contractor in connection with the Project.

5. In consideration of the payment received, the General Contractor hereby:

5.1 Waives and releases its rights to file any mechanic’s, materialmen or similar liens and demands against Owner, Brookfield Properties 75 State Co. LLC (“Landlord”) and/or the premises where the Project is located, on account of the services performed and expenses accrued in connection with the Project.

5.2 Agrees to promptly pay third parties, and to discharge and release all mechanic’s, materialmen or similar liens filed by third parties relating to services, labor or materials furnished to the General Contractor by said third parties in connection with the Project, which may now or in the future be filed.

5.3 Agrees to indemnify, hold harmless and defend Owner and Landlord from any and all liability, cost or expense (including reasonable attorneys’ fees) arising out of any mechanic’s, materialmen or similar liens related to services, labor or materials furnished by or to the General Contractor in connection with the Project.

Signed under the penalties of perjury this ____ day of _____, 2015.

[_____] , **General Contractor**

By: _____

Title: _____

SWORN TO AND SUBSCRIBED before me by _____ on this ____ day of _____, 2015.

Notary Public, Commonwealth of Massachusetts

My Commission Expires:

