

EXHIBIT D-1 - SUBCONTRACTOR'S PARTIAL LIEN WAIVER
(To be completed by Subcontractor for partial and interim progress payments)

This Subcontractor's Partial Lien Waiver ("**Partial Lien Waiver**") is made by _____ ("**Subcontractor**"), for and on behalf of itself, its successors and assigns, and those acting by or through any of the foregoing, for and in consideration of the sum of \$ _____ ("**Partial Payment**"), which shall constitute full payment to Subcontractor for all work, labor, services, materials and equipment performed or furnished up through and including _____, 20____ (the "**Release Date**") by or on behalf of Subcontractor, its sub-subcontractors, materialmen, suppliers, vendors and laborers of any tier, furnished with respect to the project located at _____ (the "**Project**") and the Subcontract Order, dated _____, 20____, the Subcontract Terms and Conditions to which such Subcontract Order is subject and all other Contract Documents (as defined in said Subcontract Terms and Conditions) (collectively, as the foregoing may be amended from time to time and any and all applicable revisions thereto being referred to herein as the "**Agreement**"), between Subcontractor and Broadway Electric Service Company LLC, or any of its affiliates, subsidiaries, successors, and assigns ("**Contractor**").

Subcontractor hereby represents and warrants to Contractor that payment in full has been made by Subcontractor for the period up through and including the Release Date (a) to all of Subcontractor's sub-subcontractors, materialmen, suppliers, vendors and laborers of any tier with respect to the Project, and (b) for all work, labor, services, materials and equipment performed or furnished by or on behalf of Subcontractor, its sub-subcontractors, materialmen, suppliers, vendors and laborers of any tier, for or in connection with the Project. Subcontractor further hereby represents and warrants that it owes no monies or other things of value to any sub-subcontractor, materialmen, supplier, vendor or laborer or any other person or entity for work, labor or services performed or material or equipment furnished with respect to the Project, and that the payments that have been or will be made out the Partial Payment to such sub-subcontractors, materialmen, suppliers, vendors, labors, persons and entities will fully and completely compensate them for all work, labor, services, materials and equipment performed or furnished for or in connection with the Project. Subcontractor acknowledges and agrees that it is receiving the Partial Payment as a trustee, and the Partial Payment will be held in trust for the benefit of all sub-subcontractors, materialmen, suppliers and laborers of any tier who supplied work, labor, services, material or equipment for or on behalf of Subcontractor and for which Contractor or the Project or the owner of the Project might be liable and that Subcontractor shall have no interest in such funds until all these obligations have been satisfied in full.

Except as otherwise provided herein, effective upon receipt of the Partial Payment, Subcontractor does hereby unconditionally and irrevocably waive and release any and all rights to mechanic's liens, materialmen's liens and all other rights and claims of lien and all stop notices and bond rights and all other claims or rights to payment of any and all kinds whatsoever, that Subcontractor ever had or now has, known or unknown, against the Project for work, labor, services, materials and equipment performed or furnished under the Agreement or in any way related to the Project for all periods up through and including the Release Date. The foregoing waiver and release shall not apply to (a) any retainage held by Contractor before or after the Release Date or (b) unresolved or disputed claims regarding changes to Subcontractor's work under the Agreement for which Subcontractor has provided Contractor written notice in accordance with the Agreement prior to the Release Date.

Subcontractor further agrees to defend, indemnify and hold harmless Contractor, its successors and assigns, from and against any and all liens, stop notices, bonds, claims, costs and expenses (including, without limitation, attorney's fees and expenses) arising out of or in any way related to any claims or demands for payment with respect to the provision of any work, labor, services, materials or equipment for or on behalf of Subcontractor or any of its sub-subcontractors, materialmen, suppliers, vendors and laborers of any tier under or in connection with the Agreement or in any way related to the Project up through and including the Release Date.

Subcontractor's waivers, releases and obligations under this Partial Lien Waiver shall be in addition to, and not in limitation of, its other waivers, releases and obligations under the Agreement.

Dated this _____ day of _____, 20__.

By: _____

Name: _____

Its: _____

EXHIBIT D-2 - SUB-SUBCONTRACTOR'S, VENDOR'S OR SUPPLIER'S PARTIAL LIEN WAIVER

(To be completed by Subcontractor's sub-subcontractors, vendors and suppliers for partial and interim progress payments)

This Sub-subcontractor's, Vendor's or Supplier's Partial Lien Waiver ("**Partial Lien Waiver**") is made by _____ ("**Sub-subcontractor**"), for and on behalf of itself, its successors and assigns, and those acting by or through any of the foregoing, for and in consideration of the sum of \$ _____ ("**Partial Payment**"), which shall constitute full payment to Sub-subcontractor for all work, labor, services, materials and equipment performed or furnished up through and including _____, 20____ (the "**Release Date**") by or on behalf of Sub-subcontractor, its sub-subcontractors, materialmen, suppliers, vendors and laborers of any tier, with respect to the project located at _____ (the "**Project**") and the Subcontract Order, dated _____, 20____, the Subcontract Terms and Conditions to which such Subcontract Order is subject and all other Contract Documents (as defined in said Subcontract Terms and Conditions) (collectively, as the foregoing may be amended from time to time and any and all applicable revisions thereto being referred to herein as the "**Agreement**"), between Sub-subcontractor and _____ ("**Subcontractor**").

Sub-subcontractor hereby represents and warrants to Subcontractor and Broadway Electric Service Company LLC and its affiliates, subsidiaries, successors and assigns ("**Contractor**") that payment in full has been made by Sub-subcontractor for the period up through and including the Release Date (a) to all of Sub-subcontractor's sub-subcontractors, materialmen, suppliers, vendors and laborers of any tier with respect to the Project, and (b) for all work, labor, services, materials and equipment performed or furnished by or on behalf of Sub-subcontractor, its sub-subcontractors, materialmen, suppliers, vendors and laborers of any tier, for or in connection with the Project. Sub-subcontractor further hereby represents and warrants that it owes no monies or other things of value to any sub-subcontractor, materialmen, supplier, vendor or laborer or any other person or entity for work, labor or services performed or material or equipment furnished with respect to the Project, and that the payments that have been or will be made out the Partial Payment to such sub-subcontractors, materialmen, suppliers, vendors, labors, persons and entities will fully and completely compensate them for all work, labor, services, materials and equipment performed or furnished for or in connection with the Project. Sub-subcontractor acknowledges and agrees that it is receiving the Partial Payment as a trustee, and the Partial Payment will be held in trust for the benefit of all sub-subcontractors, materialmen, suppliers and laborers of any tier who supplied work, labor, services, material or equipment for or on behalf of Sub-subcontractor and for which Subcontractor, Contractor or the Project or the owner of the Project might be liable and that Sub-subcontractor shall have no interest in such funds until all these obligations have been satisfied in full.

Except as otherwise provided herein, effective upon receipt of the Partial Payment, Sub-subcontractor does hereby unconditionally and irrevocably waive and release any and all rights to mechanic's liens, materialmen's liens and all other rights and claims of lien and all stop notices and bond rights and all other claims or rights to payment of any and all kinds whatsoever, that Sub-subcontractor ever had or now has, known or unknown, against the Project for work, labor, services, materials and equipment performed or furnished under the Agreement or in any way related to the Project for all periods up through and including the Release Date. The foregoing waiver and release shall not apply to (a) any retainage held by Subcontractor before or after the Release Date or (b) the following unresolved or disputed claims: _____ . (Note: If left blank, it will be assumed that there are no unresolved or disputed claims.)

Sub-subcontractor further agrees to defend, indemnify and hold harmless Subcontractor and Contractor, their respective successors and assigns, from and against any and all liens, stop notices, bonds, claims, costs and expenses (including, without limitation, attorney's fees and expenses) arising out of or in any way related to any claims or demands for payment with respect to the provision of any work, labor, services, materials or equipment for or on behalf of Sub-subcontractor or any of its sub-subcontractors, materialmen, suppliers, vendors and laborers of any tier under or in connection with the Agreement or in any way related to the Project up through and including the Release Date.

Dated this _____ day of _____, 20____.

By: _____

Name: _____

Its: _____

EXHIBIT D-3 SUBCONTRACTOR'S FINAL LIEN WAIVER

(To be completed by Subcontractor for final payment)

This Subcontractor's Final Lien Waiver ("**Final Lien Waiver**") is made by _____ ("**Subcontractor**"), for and on behalf of itself, its successors and assigns, and those acting by or through any of the foregoing, for and in consideration of the sum of \$ _____ ("**Final Payment**"), which shall constitute full and final payment to Subcontractor for all work, labor, services, materials and equipment performed or furnished by or on behalf of Subcontractor, its sub-subcontractors, materialmen, suppliers, vendors and laborers of any tier, with respect to the project located at _____ (the "**Project**") and the Subcontract Order, dated _____, 20____, the Subcontract Terms and Conditions to which such Subcontract Order is subject and all other Contract Documents (as defined in said Subcontract Terms and Conditions) (collectively, as the foregoing may be amended from time to time and any and all applicable revisions thereto being referred to herein as the "**Agreement**"), between Subcontractor and Broadway Electric Service Company LLC or any of its affiliates, subsidiaries, successors, and assigns ("**Contractor**").

Subcontractor hereby represents and warrants to Contractor that payment in full has been made by Subcontractor (a) to all of Subcontractor's sub-subcontractors, materialmen, suppliers, vendors and laborers of any tier with respect to the Project, and (b) for all work, labor, services, materials and equipment performed or furnished by or on behalf of Subcontractor, its sub-subcontractors, materialmen, suppliers, vendors and laborers of any tier, for or in connection with the Project. Subcontractor further hereby represents and warrants that it owes no monies or other things of value to any sub-subcontractor, materialmen, supplier, vendor or laborer or any other person or entity for work, labor or services performed or material or equipment furnished with respect to the Project, and that the payments that have been or will be made out the Final Payment to such sub-subcontractors, materialmen, suppliers, vendors, labors, persons and entities will fully and completely compensate them for all work, labor, services, materials and equipment performed or furnished for or in connection with the Project. Subcontractor acknowledges and agrees that it is receiving the Final Payment as a trustee, and the Final Payment will be held in trust for the benefit of all sub-subcontractors, materialmen, suppliers and laborers of any tier who supplied work, labor, services, material or equipment for or on behalf of Subcontractor and for which Contractor or the Project or the owner of the Project might be liable and that Subcontractor shall have no interest in such funds until all these obligations have been satisfied in full.

Except as otherwise provided herein, effective upon receipt of the Final Payment, Subcontractor does hereby unconditionally and irrevocably waive and release any and all rights to mechanic's liens, materialmen's liens and all other rights and claims of lien and all stop notices and bond rights and all other claims or rights to payment of any and all kinds whatsoever, that Subcontractor ever had or now has, known or unknown, against the Project for work, labor, services, materials and equipment performed or furnished under the Agreement or in any way related to the Project.

Subcontractor further agrees to defend, indemnify and hold harmless Contractor, its successors and assigns, from and against any and all liens, stop notices, bonds, claims, costs and expenses (including, without limitation, attorney's fees and expenses) arising out of or in any way related to any claims or demands for payment with respect to the provision of any work, labor, services, materials or equipment for or on behalf of Subcontractor or any of its sub-subcontractors, materialmen, suppliers, vendors and laborers of any tier under or in connection with the Agreement or in any way related to the Project.

Subcontractor's waivers, releases and obligations under this Final Lien Waiver shall be in addition to, and not in limitation of, its other waivers, releases and obligations under the Agreement.

Dated this _____ day of _____, 20____.

By: _____

Name: _____

Its: _____

EXHIBIT D-4 - SUB-SUBCONTRACTOR'S, VENDOR'S OR SUPPLIER'S FINAL LIEN WAIVER

(To be completed by Subcontractor's sub-subcontractors, vendors and suppliers for final payment)

This Sub-subcontractor's, Vendor's or Supplier's Final Lien Waiver ("**Final Lien Waiver**") is made by _____ ("**Sub-subcontractor**"), for and on behalf of itself, its successors and assigns, and those acting by or through any of the foregoing, for and in consideration of the sum of \$ _____ ("**Final Payment**"), which shall constitute full and final payment to Sub-subcontractor for all work, labor, services, materials and equipment performed or furnished by or on behalf of Sub-subcontractor, its sub-subcontractors, materialmen, suppliers, vendors and laborers of any tier, with respect to the project located at _____ (the "**Project**") and the Subcontract Order, dated _____, 20____, the Subcontract Terms and Conditions to which such Subcontract Order is subject and all other Contract Documents (as defined in said Subcontract Terms and Conditions) (collectively, as the foregoing may be amended from time to time and any and all applicable revisions thereto being referred to herein as the "**Agreement**"), between Sub-subcontractor and _____ ("**Subcontractor**").

Sub-subcontractor hereby represents and warrants to Subcontractor and Broadway Electric Service Company LLC and its affiliates, subsidiaries, successors, and assigns ("**Contractor**") that payment in full has been made by Sub-subcontractor (a) to all of Sub-subcontractor's sub-subcontractors, materialmen, suppliers, vendors and laborers of any tier with respect to the Project, and (b) for all work, labor, services, materials and equipment performed or furnished by or on behalf of Sub-subcontractor, its sub-subcontractors, materialmen, suppliers, vendors and laborers of any tier, for or in connection with the Project. Sub-subcontractor further hereby represents and warrants that it owes no monies or other things of value to any sub-subcontractor, materialmen, supplier, vendor or laborer or any other person or entity for work, labor or services performed or material or equipment furnished with respect to the Project, and that the payments that have been or will be made out the Final Payment to such sub-subcontractors, materialmen, suppliers, vendors, labors, persons and entities will fully and completely compensate them for all work, labor, services, materials and equipment performed or furnished for or in connection with the Project. Sub-subcontractor acknowledges and agrees that it is receiving the Final Payment as a trustee, and the Final Payment will be held in trust for the benefit of all sub-subcontractors, materialmen, suppliers and laborers of any tier who supplied work, labor, services, material or equipment for or on behalf of Sub-subcontractor and for which Subcontractor, Contractor or the Project or the owner of the Project might be liable and that Sub-subcontractor shall have no interest in such funds until all these obligations have been satisfied in full.

Except as otherwise provided herein, effective upon receipt of the Final Payment, Sub-subcontractor does hereby unconditionally and irrevocably waive and release any and all rights to mechanic's liens, materialmen's liens and all other rights and claims of lien and all stop notices and bond rights and all other claims or rights to payment of any and all kinds whatsoever, that Sub-subcontractor ever had or now has, known or unknown, against the Project for work, labor, services, materials and equipment performed or furnished under the Agreement or in any way related to the Project.

Sub-subcontractor further agrees to defend, indemnify and hold harmless Subcontractor and Contractor, their respective successors and assigns, from and against any and all liens, stop notices, bonds, claims, costs and expenses (including, without limitation, attorney's fees and expenses) arising out of or in any way related to any claims or demands for payment with respect to the provision of any work, labor, services, materials or equipment for or on behalf of Sub-subcontractor or any of its sub-subcontractors, materialmen, suppliers, vendors and laborers of any tier under or in connection with the Agreement or in any way related to the Project.

Dated this ____ day of _____, 20__.

By: _____

Name: _____

Its: _____