

EXHIBIT H-5

CONDITIONAL PARTIAL LIEN AND CLAIM WAIVER BY SUBCONTRACTOR

This Conditional Partial Lien and Claim Waiver by Subcontractor is made by _____ ("*Subcontractor*") a subcontractor/supplier to John G. Johnson Construction Company ("*Contractor*") relating to a relationship and contract with Contractor for performing and/or furnishing of all work, labor, services, materials, supplies and/or equipment in connection with the Innovation Square Phase 1 project located at E. 105th St. in Cleveland, Ohio (the "*Project*").

Conditioned only upon payment to Subcontractor of \$ _____, and effective when the check in such amount has been properly endorsed by the bank on which it is drawn, Subcontractor agrees as follows:

Subcontractor for itself, its officers, directors, employees, agents, shareholders, parent and subsidiary companies, affiliates, divisions, insurers, partners, members, successors and assigns, and anyone claiming through or under them, or any of them, hereby waives, releases and forever discharges Contractor, the Project, Fairfax Innovation Square, L.P. ("*Owner*"), Owner's representative, Owner's lenders, investors, and mortgagees, the City of Cleveland, Fairfield Renaissance Development Corporation, PNC Bank, National Association, the U.S. Department of Housing and Urban Development, McCormack Baron Salazar, Inc., McCormack Baron Management, Inc., and their respective general and limited partners, members, officers, directors, shareholders and affiliated companies (including parent and subsidiary companies), agents, employees, representatives, successors and assigns ("*Releasees*") of, from and against all causes of action, suits, debts, accounts, bonds, contracts, promises, damages, liens (including, but not limited to, mechanic's, materialmen's, architect's or engineer's liens), encumbrances, judgments, claims and demands whatsoever, including, without limitation, claims, liens and/or demands for additional compensation related to any and all acceleration, delay, cumulative impact, loss of efficiency or productivity, inconvenience, increased supervision, overhead, profit, general conditions, or other costs, expenses, or damages which have been or may be incurred by Subcontractor as a result of the performance and/or supply of any work, labor, services, equipment or material for the Project up through and including _____, whether arising in law or equity, whether arising under the laws of the State of Ohio or any other jurisdiction, whether known or unknown, accrued or unaccrued, suspected or unsuspected, contingent or liquidated, which Subcontractor ever had, now has or might hereafter have against Releasees jointly or separately, except for the amount of \$ _____ consisting of retention attributable to work, labor, services, equipment and/or materials furnished prior to _____.

Subcontractor hereby certifies and warrants that all work, labor, services, materials, wages and/or equipment engaged, used and/or contracted for by it in connection with the Project during the period covered by this Conditional Partial Lien and Claim Waiver by Subcontractor have been paid in full and that Subcontractor will hold the aforesaid Releasees harmless against all mechanics' and/or materialmen's liens, claims, demands, causes of action, damages, costs or other liens or encumbrances in any way connected with, related to or arising out of any claim for compensation by any party for work, labor, services, materials, and/or equipment incorporated into, performed or furnished for the aforesaid Project by Subcontractor, or any of its sub-subcontractors, materialmen or suppliers up through the date covered by this Conditional Partial Lien and Claim Waiver by Subcontractor.

IN WITNESS WHEREOF, this Conditional Partial Lien and Claim Waiver by Subcontractor has been executed this _____ day of _____, 20__.

SUBCONTRACTOR

By: _____

Printed Name: _____

Title: _____

STATE OF _____)
) SS.
COUNTY OF _____)

On this _____ day of _____, in the year 20__, before me _____, a Notary Public in and for said state, personally appeared _____, the _____ of _____, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

NOTARY PUBLIC

Print Name

My commission expires: _____

Notary’s Seal: