

WAIVER OF LIENS - CONTRACTOR

KNOW ALL MEN BY THESE PRESENTS, That contemporaneously with the execution hereof, an agreement has been entered into between _____, _____, with a principal place of business at _____, _____ ("Owner"),

AND

_____, _____, with a principal place of business at _____, _____, ("Contractor") relating to the construction and/or rehabilitation of a housing project upon the real estate located at _____, _____ County, Pennsylvania, and described in Exhibit A, attached hereto and made a part hereof (the "Agreement"); and,

WHEREAS, PENNSYLVANIA HOUSING FINANCE AGENCY has agreed to lend and advance certain funds to Owner to finance such rehabilitation of the housing project in consideration of the execution of this Waiver.

NOW, THEREFORE, intending to be legally bound hereby, at the time of and immediately before the execution of the Agreement, and before any authority has been given by Owner to Contractor to commence work on said housing project, for and in consideration of the making of the Agreement with Owner, Contractor does hereby, for Contractor and any and all subcontractors, material suppliers and parties acting or claiming for, through or under Contractor, including, inter alia, any mechanical or electrical engineer, construction engineer or civil engineer, covenant and agree with Owner and PENNSYLVANIA HOUSING FINANCE AGENCY that no mechanics' liens or claims shall be filed or maintained by Contractor, or any of them, against the real estate described in Exhibit A attached hereto, or the buildings thereon, for or on account of any work done or materials furnished under the Agreement or under any supplemental contract, verbal or written, or contract for extra work in or about the rehabilitation and/or construction and completion of the housing project, or otherwise; and Contractor, for Contractor and any and all subcontractors, material suppliers and parties acting or claiming through or under Contractor, including, inter alia, any mechanical or electrical engineer, construction engineer or civil engineer, hereby expressly waives and relinquishes the right to have, file or maintain any mechanics' liens or claims against the real estate or buildings.

This Waiver waiving the right of lien shall be in an independent covenant and shall operate and be effective as well with respect to work done and materials furnished under any supplemental contract for extra work in the rehabilitation and/or construction and completion of the housing project as to any work and labor done and materials furnished under the Agreement.

In order to give Owner and PENNSYLVANIA HOUSING FINANCE AGENCY full power and authority to protect the real estate and buildings against any and all mechanics' liens or claims filed by Contractor or anyone acting or claiming for, through or under Contractor or in violation of the Agreement or this Waiver, Contractor, for itself and all subcontractors, material suppliers and parties acting or claiming for, through or under Contractor, including, inter alia, any mechanical or electrical engineer, construction engineer or civil engineer, hereby irrevocably authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania or any attorney of any court or jurisdiction there or elsewhere, to appear in any court or jurisdiction for Contractor, and mark satisfied of record, at the cost and expense of Contractor, or any such subcontractor, material suppliers or party including, inter alia, any mechanical or electrical engineer, construction engineer or civil engineer, any and all claim or claims, lien or liens filed by or for Contractor, in its or their name against the real estate, buildings, or any part thereof, and, for such act or acts this shall be a good and sufficient warrant and authority, and a reference to the Court, term and number or place in which the Agreement and this Waiver shall have been filed shall be sufficient exhibit of the authority herein contained to warrant such action; and Contractor, for itself and all such parties, does hereby remise, release and quit-claim unto Owner and PENNSYLVANIA HOUSING FINANCE AGENCY and each of their attorneys any and all manner of errors, defects and imperfections whatsoever in entering such satisfaction or anywise touching or concerning the same.

The Agreement and this Waiver are made and intended to be filed with the Prothonotary of the Court of Common Pleas of the County or other proper place in which the above-described lands are located.

It is expressly understood that this Waiver and all of the provisions and remedies herein contained shall be available to and for the protection of PENNSYLVANIA HOUSING FINANCE AGENCY and Owner of said premises.

In the event Contractor consists of more than one person, firm or corporation, the undertakings hereunder of each of such persons, firms or corporations shall be joint and several, and the word "Contractor" shall mean all or some or any of them. For the purposes of the Agreement and this Waiver, the singular shall be deemed to include the plural, and the neuter shall be deemed to include the masculine and feminine, as the context may require.

IN WITNESS WHEREOF, Contractor with intent to be legally bound hereby, has hereunto signed and sealed these presents this ____ day of _____, _____.

WITNESS (ATTEST) _____,

_____ By: _____

Name: _____

Title: _____

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF _____ :

On this, the ___ day of _____, _____, before me, the undersigned officer, personally appeared _____, who being sworn according to law, deposes and states that she/he is _____ of _____, _____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she/he, being authorized to do so, executed the same for the purpose therein contained, and desires the same to be recorded as such.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

(SEAL)