

00-1385-CD
YOUNG MEN'S CHRISTIAN ASSOCIATION -vs- LEONARD S. FIORE, INC.
OF DUBOIS

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, made and entered into this 30th day of October, 2000, by and between YOUNG MEN'S CHRISTIAN ASSOCIATION OF DUBOIS of Parkway Drive, DuBois, Pennsylvania 15801, hereinafter "Owner", and LEONARD S. FIORE, INC. of 5506 Sixth Avenue, Rear, Altoona, Pennsylvania 16602, hereinafter "Contractor".

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND HEREBY, the parties do agree as follows:

1. The Contractor for himself and anyone else acting or claiming through or under him, intending to be legally bound hereby, does hereby waive and relinquish all right to file a mechanic's lien, claim or notice of intention to file any lien or claim, and does hereby covenant, promise and agree that no mechanics' lien or claim or other lien or claim of any kind whatsoever shall be filed or maintained against the improvements or the estate or the title of the Owner in the Property or the curtilage or curtilages appurtenant thereto, by or in the name of the Contractor or any subcontractor, materialmen or laborers for work done or materials furnished under the Contract or by any other party acting through or under them or any of them for and about the improvements or the Property or any part thereof, or on credit thereof, and that all subcontractors, materialmen and laborers on the works shall look to and hold Contractor personally liable for all subcontractors, materials furnished and work and labor done, so that there shall not be any legal or lawful claim of any kind whatever against Owner for any work done or labor or materials furnished under the Contract for and about the erection, construction and completion of the improvements or under any contract for extra work, or for work supplemental thereto, or otherwise.

2. The Contractor does hereby remise, release and waive for himself, subcontractor and materialmen the right under the Act of Assembly entitled the Mechanics's Lien Act of 1963 to file or enter on record any Mechanic's Lien or Liens against ALL that certain tract of land situate, lying and being in the City of DuBois, Clearfield County and Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at a point where Beaver Run First intersects with the North line of Parkway Drive;
Thence along the South line of Beaver Run in an easterly direction 600 feet, more or less, to a point;

Thence along other land of the City of DuBois, of which this is a part, in a southwesterly direction 210 feet, more or less, to a point on the North line of Parkway Drive;

Thence along the North line of Parkway Drive in a northwesterly direction 560 feet, more or less, to a point and place of beginning. Being a triangular shaped piece of land and containing 1.4 acres, more or less.

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William A. Shaw
Prothonotary

3. This Agreement waiving the right of lien shall be 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 erection, construction and completion of the improvements as to any work and labor done and materials furnished under the Contract.

4. 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 purposes of this Agreement, 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. This Agreement shall be binding upon the parties hereto, their heirs, executors, administrators and assigns.

5. Michael Fiore, Vice President of Leonard S. Fiore, Inc., warrants and represents he is authorized to execute this instrument for the purposes therein contained by signing the name of the corporation by himself as Vice President.

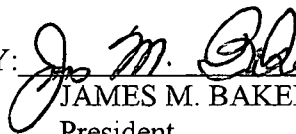
6. James M. Baker, President of Young Men's Christian Association of DuBois, warrants and represents he is authorized to execute this instrument for the purposes therein contained by signing the name of the corporation by himself as Project Manager.

IN WITNESS WHEREOF, the parties hereto intending to be legally bound hereby do execute this Agreement the day and year first above written.

Witness:

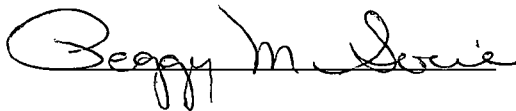
YOUNG MEN'S CHRISTIAN
ASSOCIATION OF DUBOIS

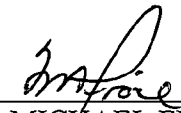


BY:  (Seal)
JAMES M. BAKER, (Owner)
President

Witness:

LEONARD S. FIORE, INC.



BY:  (Seal)
MICHAEL FIORE, Contractor
Vice President

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Atty Hopkins
pd. 20.00

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William A. Shaw
Prothonotary