



No. 840 ©1999  
Non-Lien AgreementInkwell Stationers, Inc.  
Plattsburgh, PA 15719

## NON-LIEN AGREEMENT

01-1250-C

This Agreement, made and entered into this 24th day of July in the year 2001, is by and between A & E INTERNATIONAL, LLC, Contractor, and KPC HOLDINGS 531 LLC, A WASHINGTON LIMITED LIABILITY COMPANY, Owner, for HOLIDAY INN EXPRESS, CLEARFIELD COUNTY, Project, at EXIT #19, Premises.

Whereas, Contractor and Owner have entered into a construction contract for the construction of the Project on the Premises:

F1 7/25/01

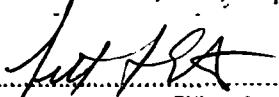
AUG 01 2001

William A. Shaw  
Prothonotary

Now Therefore, in consideration of one (\$1.00) dollar and the mutual covenants, conditions and promises contained in the said construction contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, with the intention of being legally bound hereby, agree as follows:

1. Contractor, on behalf of himself/herself, his/her successor and assigns, and for and on behalf of all of his/her subcontractors, material men and all other persons furnishing labor, materials, supplies or services on the Project, hereby unconditionally waives, releases and relinquishes any and all liens, claims and rights to file any lien, against the Project or the Premises, including, without limitation, those liens arising under the Act of August 24, 1963, P.L. 1175, No. 497 (49 P.S. §1101 et seq.) commonly referred to as the "Mechanics' Lien Law of 1963," as amended, for work done or services or materials provided in connection with the Project.
2. Contractor hereby authorizes Owner and Owner's successors and assigns to plead this waiver of liens in bar of any suit or suits brought by Contractor or any subcontractors, material men, or other persons furnishing labor, material, supplies or services to establish a lien upon the Premises or Project for labor, services, material or equipment, or any of them, or otherwise, done, performed, furnished or delivered in connection with the Project heretofore or at any time hereafter.
3. This Agreement is made and intended to be filed with the Prothonotary of CLEARFIELD County, Pennsylvania prior to the commencement of construction of the Project.

In Witness Whereof, the parties have hereunto set their hands and seals the day and year first above written.



[Witness]

[Witness]

[Witness]

BY:   
Alan

A &amp; E

INTERNATIONAL, LLC

EPC Holdings 531 LLC By: Exchanging

Properties Corporation, its sole member

By: Christopher J. D.

Christopher J. D. [Owner] Today, Exchange

for services

# NON-LIEN AGREEMENT

BETWEEN

A. & R. INTERNATIONAL, LLC

AND

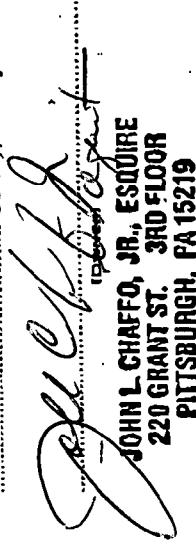
EPC HOLDINGS 531, LLC, A WASHINGTON

LIMITED LIABILITY COMPANY

## CERTIFICATE OF LOCATION

The undersigned certifies that the property  
covered by this Non-Lien Agreement is located in  
LAWRENCE TOWNSHIP, CLEARFIELD,  
Pennsylvania.

County, Pennsylvania.

  
JOHN L. CHAFFO, JR., ESQUIRE  
220 GRANT ST. 3RD FLOOR  
PITTSBURGH, PA 15219

**RECOMMENDED DESCRIPTION OF LAND OF  
Joseph A. and Alberta W. Owens**

BEGINNING at a found iron rebar corner on the southern right-of-way line of State Route 879, said corner being the northwest corner of the property described herein; thence along the southern right-of-way line of State Route 879, N 53° 06' 36" E, a distance of 200.47 feet to a found iron rebar corner; thence along land of Joseph R. & Allana M. Kondisko, S 37° 12' 00" E, 176.32 feet to a found iron rebar corner; thence along land of Joseph R. & Allana M. Kondisko, N 80° 27' 36" E, a distance of 194.55 feet to a found iron rebar corner, thence along land of Joseph R. & Allana M. Kondisko N 48° 11' 24" E, a distance of 35.07 feet to a found iron rebar corner; thence along land of Joseph R. & Allana M. Kondisko, N 36° 52' 48" W, a distance of 47.16 feet to a found iron rebar corner; thence along land of Joseph R. & Allana M. Kondisko, N 79° 49' 12" E, a distance of 102.99 feet to a set  $\frac{3}{4}$ " iron rebar corner; thence along land of Clearfield Volunteer Fire Department & Fair & Park Board, S 01° 06' 36" E, a distance of 857.88 feet to a found iron pin corner; thence along land of Wal-Mart Stores Inc, N 36° 52' 12" W, a distance of 922.82 feet to a found iron rebar corner; thence along land of Wal-Mart stores Inc., N 36° 49' 12" W, a distance of 34.98 feet to a found iron rebar corner, the place of beginning.

CONTAINING 5.42 acres as shown on a plan titled "A & E international topography and property survey, Lawrence Township, Clearfield County", as prepared by Hess & Fisher Engineers Inc., dated July 3, 2001.

STATE OF WASHINGTON) )  
COUNTY OF )

I certify that I know or have satisfactory evidence that Christine E. Towey is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument, and acknowledged it as the Exchange Coordinator of Exchange Properties Corporation, sole member of EPC Holdings 531 LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in this instrument.

Dated: July 30, 2001



Notary Public for the State of Washington  
Printed Name: Kye Iris  
Residing at: Snohomish  
My Appt Expires: 8/29/04