

02-772-CD to 02-779-CD  
KHUSHI, INC. -vs- GLENN O. HAMBAKER, INC. et al

# NON-LIEN AGREEMENT

2002-772-00

This Agreement, made and entered into this 16th day of May in the year 2002,  
is by and between GLENN O. HAWBAKER, INC., Contractor,  
and KHUSHI, INC., Owner,  
for Holiday Inn Express, Project,  
at 14424 Clearfield Shawville Highway, Clearfield, PA 16830, Premises.

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

FILED

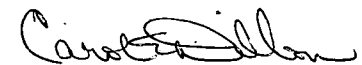
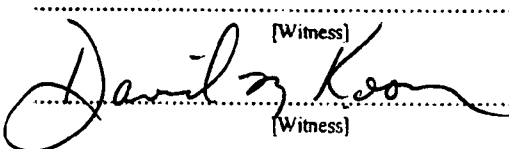
MAY 16 2002


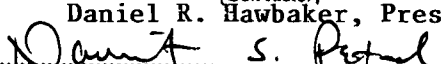
01/11/27/02

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]

GLENN O. HAWBAKER, INC.  
By:   
[Contractor]  
Daniel R. Hawbaker, President  
  
KHUSHI, INC. [Owner]  
By: \_\_\_\_\_  
[Owner]

# NON-LIEN AGREEMENT

BETWEEN

Glenn D. Harbaker, Inc.

AND

Khushi Inc.  
a Pa Corp.

## CERTIFICATE OF LOCATION

The undersigned certifies that the property covered by this Non-Lien Agreement is located in  
Lawrence Township,  
Franklin County, Pennsylvania.

Deer PA  
(OWNER)