

02-1559-CD

DUBOIS REALTY PARTNERS, L.P. vs. AMERICAN ROOFING, INC.

2002-1559-40

NO-LIEN AGREEMENT

THIS AGREEMENT, made this 9th day of September 2002, by and between American Roofing Incorporated (hereinafter designated as "CONTRACTOR"), and DUBOIS REALTY PARTNERS, L. P. a Pennsylvania Limited Partnership represented by MICHAEL JOSEPH DEVELOPMENT CORPORATION, 2500 Brooktree Road, Suite 300, Wexford, PA 15090 (hereinafter designated as "OWNER").

That by a certain contract, dated as of the 9th day of September, 2002, by and between CONTRACTOR and OWNER in consideration of the covenants to be performed and payments to be made by or on account of OWNER, CONTRACTOR, did covenant and agree to furnish all labor, superintendence, management, equipment, tools, devices, accessories, and materials to perform all work necessary to complete in the most substantial manner, and to the satisfaction and acceptance of OWNER, the work described in **Bid Package #3, dated August 5, 2002** (improvements required in association with project described as The Commons Shopping Plaza - Phase III), at the site located at Route 255 and Shaffer Road, Sandy Township, Commonwealth of Pennsylvania (the "Project") pursuant to plans and specifications prepared by Celli Flynn Brennan Architects & Planners outlining improvements to a certain piece of property situated at Route 255 and Shaffer Road, Sandy Township, Clearfield County, Pennsylvania, as more fully described in Exhibit "A" attached hereto and made a part hereof (the "Property").

NOW THEREFORE, the CONTRACTOR, in consideration of the sum of One Dollar (\$1.00), the sufficiency and receipt of which are herein acknowledged, and in consideration of the covenants and provisions contained in said Contract, does hereby covenant, stipulate, and agree as follows:

That there shall be no lien or right to file a lien against the structures or improvements contracted for in the above-recited Contractor, or any part or parts thereof, or upon the Property, for work or labor done or materials furnished in the performance of the work embraced in said recited Contract, or any part or parts thereof, or extra work thereunder or changes made therein, or other subsequently awarded contracts for other work, on the Project; and that no such liens or claims shall be filed or in any way attempted to be enforced by, or on behalf of the CONTRACTOR, or by or on behalf of any prime contractors, any subcontractors, materialmen, or other persons related or incidental to the performance of the work embraced in said Contract, or in any way related to the Project.

It is the full intent of the CONTRACTOR, for itself and its successors and assigns, and for any prime contractors, any subcontractors and/or materialmen claiming themselves under this Contract or any separate prime contract or subcontract with a prime contractor, or by, through or under the Contract, that the right to file a mechanics' lien under the provisions of the Mechanics' Lien Law of 1963, for work done or materials furnished in and about the erection, construction, superintendence or repairs of the building and improvements for the above described Project, is hereby waived. Contractor shall provide all prime contractors, subcontractors, and materialmen with a copy of this Agreement prior to the time the prime contractors, subcontractor, or materialman furnish any labor or material to or for the Project and shall provide written proof to the Owner that a copy of the Agreement was received by each prime contractor, subcontractor, and materialman prior to furnishing any labor or material:

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OCT 07 2002
011:25 AM
William A. Shaw PO
Prothonotary



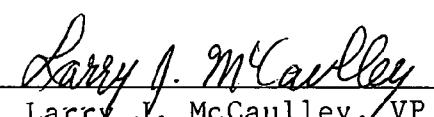
IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties to those presents have hereunto set their hands and seals, the day and year first written above.

ATTEST:

Contractor: American Roofing Incorporated

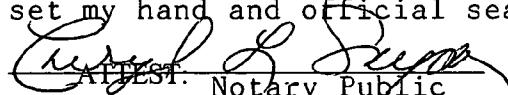


Cheryl L. Snyder, Asst. Sec. Larry J. McCaulley, VP

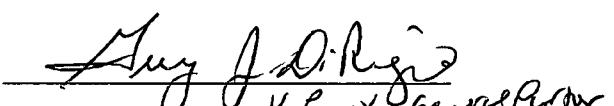


By: Larry J. McCaulley
Name: Larry J. McCaulley
Title: VP
Date: September 9, 2002

On this, the 9th day of September, 2002, the undersigned officer personally appeared, Larry J. McCaulley, VP known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.


ATTEST: Notary Public

Owner: DuBois Realty Partners, L. P.


V.P. of General Partner
By: GUY J. D. RENZ
Name: GUY J. D. RENZ
Title: V.P.
Date: 10/3/02

NOTARIAL SEAL

CHERYL L. SNYDER, Notary Public
Logan Twp., Blair County

My Commission Expires Apr. 27, 2004

Member of PA Association of Notaries

FILED

OCT 07 2002

William A. Shaw
Prothonotary