

04-325-CJ
FILED

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William A. Shaw
Prothonotary/Clerk of Courts

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, Richard J. Kozak and Kimberly A. Kozak (collectively the "Owner") and Black's Home Sales, Inc. ("Contractor") have entered into an agreement ("Agreement") relating to the construction of certain improvements to a parcel of real property located at P.O. Box 122, Beccaria Township, Clearfield County, Pennsylvania identified as Clearfield County Tax Parcel Nos. 101-H16-000-00033 and 101-H16-000-00034, as more particularly described on Exhibit A attached hereto ("Premises"), as part of the consideration for which agreement this Waiver is given;

WHEREAS, the Contractor has covenanted, promised and agreed that no mechanics' liens or claims will be entered and filed against the Premises by Contractor, its subcontractors, vendors, materialmen, laborers or anyone else for any work, material or labor supplied in the performance of the Agreement or any supplemental agreement for extra work.

NOW, THEREFORE, Contractor, intending to be legally bound hereby, in consideration of the sum of One Dollar (\$1.00) to Contractor in hand paid, the receipt of which is hereby acknowledged, as well as for and in consideration of the entry by Owner thereunder, it is stipulated and agreed that neither the undersigned Contractor, any subcontractor, vendor, materialman, laborer, nor any other person furnishing labor or materials to Contractor with respect to the Agreement shall file a lien, commonly called a mechanics' lien, for work done or materials furnished to the buildings or improvements located on the Premises or any part thereof.

This stipulation and agreement waiving the right of lien shall be an independent covenant and shall also operate and be effective with respect to work done and materials furnished under any supplemental agreement or arrangement for extra work in the erection, construction and completion of any buildings or improvements on the Premises.

In the event that any mechanic's liens or claim is filed by the undersigned, undersigned hereby irrevocably waives any right to a jury trial in any action to strike or discharge the lien.

If the undersigned or any contractor or materialmen claiming by, through or under the undersigned files a mechanic's lien, notwithstanding this Waiver, the Owner or the Owner's representatives, successors or assigns shall have the right to discharge the lien by appropriate legal proceedings and to retain out of any payment then due or thereafter to become due to the undersigned an amount sufficient to completely reimburse and indemnify Owner against expenses and losses resulting from such lien. Expenses and losses shall include any attorney's fees, surety bond premiums and other costs incurred in attempting to discharge or remove such lien and any damages or other losses resulting from such lien all of which the undersigned agrees to pay. If any payment then due to the undersigned by Owner is not sufficient to reimburse and indemnify Owner by way of off-set as aforesaid, the undersigned agrees to pay the amount of the difference to Owner upon demand.

The undersigned hereby warrants and represents that as of the execution of this Waiver, no work of any kind has been done and no materials or supplies of any kind have been furnished in the performance of the aforesaid Agreement or any supplemental agreement of extra work in the erection, construction and completion of any buildings on the Premises or otherwise.

This Agreement and Waiver is made and intended to be filed with the Prothonotary of the Court of Common Pleas of the County where the Premises are located and Contractor agrees that it, all subcontractors, vendors, materialmen, laborers on said work shall look to and hold Contractor liable for the Agreement, materials furnished and work and labor done, so that there shall not be any legal or lawful claims of any kind whatsoever against Owner for any work done or labor or material furnished under the Agreement with the Contractor.

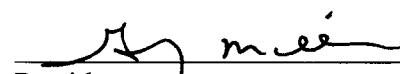
It is expressly understood that the foregoing Waiver and all of the provisions and remedies herein contained shall be available to and for the protection of Owner.

IN WITNESS WHEREOF, Contractor and the Owners have signed and sealed these presents as of the 24th day of February, 2004.

BLACK'S HOME SALES, INC.:



Witness

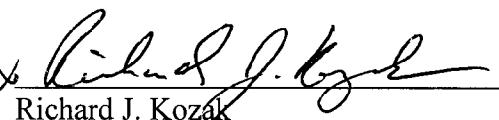


President

Witness



OWNER:



Richard J. Kozak



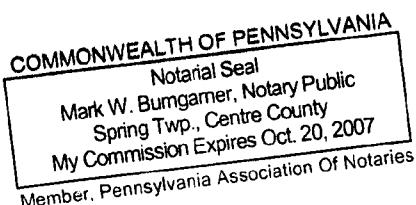
Kimberly A. Kozak

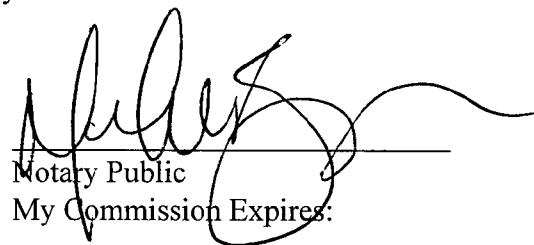
COMMONWEALTH OF PENNSYLVANIA,

Blair COUNTY ss:

On this, the 24th day of February, 2004 before me, a Notary Public for the Commonwealth of Pennsylvania, personally appeared Richard J. Kozak and Kimberly A. Kozak known to me (or satisfactorily proven) to be the person(s) whose name(s) subscribed to the within instrument and acknowledged that he executed the same for the purposes herein contained.

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




Notary Public
My Commission Expires:

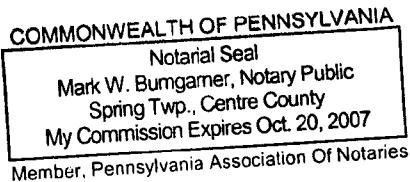
COMMONWEALTH OF PENNSYLVANIA:

:ss.

COUNTY OF Blair :

On this, the 24th day of February, 2004, before me, a Notary Public in and for the Commonwealth of Pennsylvania, personally appeared Greg Miller who acknowledged himself to be the President of Black's Home Sales, Inc. and that he as such officer, executed the foregoing instrument on behalf of such corporation for the purposes therein contained.

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




Notary Public
My Commission Expires:

EXHIBIT "A"
LEGAL DESCRIPTION

ALL those certain parcels of land and improvements thereon situate in the Township of Beccaria, County of Clearfield and Commonwealth of Pennsylvania, and designated as Parcel Nos. 101-H16-000-00033 and 101-H16-000-00034 and more fully described in a Deed dated July 15, 2003 and recorded July 15, 2003 in Clearfield County, Instrument Number 200312427, granted and conveyed unto Richard J. Kozak and Kimberly A. Kozak, husband and wife.

PARCEL NO. 1 - EXCEPTING AND RESERVING all coal, oil, clay and other minerals.

PARCEL NO. 2 - EXCEPTING AND RESERVING all the clay-oil, coal and other minerals as fully as are reserved in Deed from Witmer Land and Coal Company to Mervin Brink and Mary Brink, his wife, as well as such other reservations which appear within the chain of title.

EXCEPTING THAT PORTION conveyed by Deed dated July 28, 1995 from Phyllis Josephine Gallaher to Thomas J. Ross, et ux., as is found recorded in the Office of the Register and Recorder of Clearfield County at Deed Book Volume 1692 at Page 530 (now known as Map #101-H126-000-60).