

FINAL RELEASE OF CONSTRUCTION LIEN RIGHTS

This Final Release of Construction Lien Rights (“Final Release”) is given to Community Ventures, a Pennsylvania nonprofit corporation (“Owner”) by _____ (“Contractor”), as well as all of its subcontractors and suppliers whose signatures are listed on the end of this Final Release (collectively, “Releasers” and singularly “Releasor”) on behalf of itself, its successors and assigns, which/who has provided materials, work, services and/or equipment in connection with the construction of certain street and water/sewer improvements (“Work”) to real property known as Ingersoll Commons (“Project”), located at:

1. 1301 North Smedley Street
2. 1303 North Smedley Street
3. 1305 North Smedley Street
4. 1307 North Smedley Street
5. 1309 North Smedley Street
6. 1311 North Smedley Street
7. 1313 North Smedley Street
8. 1315 North Smedley Street
9. 1317 North Smedley Street
10. 1319 North Smedley Street,

situate in the City of Philadelphia, State of Pennsylvania (“Property”). In consideration of the sum of \$ _____ which has been paid, or will be paid by Owner or the Philadelphia Redevelopment Authority on behalf of Owner (“Payor”), under the attached Application for Payment number _____, to Contractor which Contractor will pay, within five (5) days after receipt thereof, to all of its subcontractors and suppliers, without deduction of any kind, which sum represents the current amount due and owing to Releasers in connection with Releasers’ Work at the Property, as of the date of this Final Release, each such Releasor hereby acknowledges and affirms the following:

1. Upon Releasor’s receipt of payment from Payor, as contemplated by this Final Release and Attached Application for Payment, there will be no amount due and owing to Releasor in connection with its Work at the Property. By executing this Final Release, Releasor acknowledges and agrees that this is a Final Release and that, upon receipt of payment from Payor as contemplated by this Final Release, no further amounts are due and owing to Releasor from the Owner.

2. Releasor hereby waives and releases any and all rights and claims it has against the Property, including, but not limited to, Releasor's right to file a construction Lien claim/and or notice of unpaid balance and right to file a Lien, against the Property.
3. If, after the date hereof, Releasor shall file, or cause to be filed, any Lien, including, but not limited to, a construction Lien or notice of unpaid balance and right to file Lien, against the Property, Releasor shall promptly discharge same, and indemnify, hold harmless and defend Owner against any loss, damages, costs or expenses, including its reasonable attorney's fees, incurred in connection therewith.
4. Contractor warrants and represents that all of its subcontractors and suppliers who provided labor or materials to the Project have executed this Final Release below and that there are no other subcontractors or suppliers who provided labor or materials to the Project.
5. As an inducement to receiving the payment contemplated by this Final Release, each Releasor hereby covenants and agrees that it has paid, or will pay out of the funds it receives, within five days of receipt thereof, without deduction of any kind, any and all amounts it owes for labor performed or material supplied to Releasor by any subcontractor, supplier or materialmen in connection with the Work performed at the Property.
6. In order to give Owner full power and authority to protect itself, the Property, and the estate or title of Owner therein, against any and all liens or claims filed by the Contractor or anyone acting under or through it in violation of the foregoing Final Release, the Releasor hereby irrevocably authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania, to appear as attorney for it, them or any of them, in any such Court, and in its name or names, to the extent permitted by law, mark satisfied or record at the cost and expense of the Contractor any and all claim or claims, lien or liens, related to this Final Release and the attached Application for Payment, and the Releasor does hereby remise, release and quitclaim all rights and all manner of errors, defects and imperfections whatsoever in entering such satisfaction or in filing such pleading, instrument or amendment, or in any way concerning them.
7. This Final Release shall bind each Releasor and its respective principals, successors and assigns.
8. The Releasor agrees to indemnify and to hold harmless the Owner, any lessors or mortgagees of the Property, and their respective title companies from any and all claims, actions, demands, costs and expenses whatsoever including premiums on bonds and reasonable attorney's fees and court costs at trial and on appeal arising out of or concerning this Final Release.

IN WITNESS WHEREOF, the undersigned has duly set his hand and seal or caused its corporate seal to be affixed hereto and these presents to be signed and attested by its duly authorized officers on this _____ day of _____, 2013.

RELEASORS:

Company Name: _____

BY: _____

Print Name and Title: _____

ATTEST:

Secretary (Corporate Seal)

Company Name: _____

BY: _____

Print Name and Title: _____

ATTEST:

Secretary (Corporate Seal)

Company Name: _____

BY: _____

Print Name and Title: _____

ATTEST:

Secretary (Corporate Seal)

Company Name: _____

BY: _____

Print Name and Title: _____

ATTEST:

Secretary (Corporate Seal)

9872153v1

PARTIAL RELEASE OF CONSTRUCTION LIEN RIGHTS

This Partial Release of Construction Lien Rights (“Release”) is given to Community Ventures, a Pennsylvania nonprofit corporation (“Owner”) by

_____ (“Contractor”), as well as all of its subcontractors and suppliers whose signatures are listed on the end of this Release (collectively, “Releasers” and singularly “Releasor”) on behalf of itself, its successors and assigns, which/who has provided materials, work, services and/or equipment in connection with the construction of certain street and water/sewer improvements (“Work”) to real property known as Ingersoll Commons (“Project”), located at:

11. 1301 North Smedley Street
12. 1303 North Smedley Street
13. 1305 North Smedley Street
14. 1307 North Smedley Street
15. 1309 North Smedley Street
16. 1311 North Smedley Street
17. 1313 North Smedley Street
18. 1315 North Smedley Street
19. 1317 North Smedley Street
20. 1319 North Smedley Street,

situate in the City of Philadelphia, State of Pennsylvania (“Property”). In consideration of the sum of \$ _____ which has been paid, or will be paid by Owner or the Philadelphia Redevelopment Authority on behalf of Owner (“Payor”), under the attached Application for Payment number _____, to Contractor which Contractor will pay, within five (5) days after receipt thereof, to all of its subcontractors and suppliers, without deduction of any kind, which sum represents the current amount due and owing to Releasers in connection with Releasers’ Work at the Property, as of the date of this Partial Release, each such Releasor hereby acknowledges and affirms the following:

6. Upon Releasor’s receipt of payment from Payor, as contemplated by this Release and Attached Application for Payment, there will be no amount due and owing to Releasor in connection with its Work at the Property as of the date of this Release.
7. Releasor hereby waives and releases any and all rights and claims it has against the Property, including, but not limited to, Releasor’s right to file a construction Lien claim/and or notice of unpaid balance and right to file a Lien, against the Property.
8. If, after the date hereof, Releasor shall file, or cause to be filed, any Lien, including, but not limited to, a construction Lien or notice of unpaid balance and right to file Lien,

against the Property, Releasor shall promptly discharge same, and indemnify, hold harmless and defend Owner against any loss, damages, costs or expenses, including its reasonable attorney's fees, incurred in connection therewith.

9. Contractor warrants and represents that all of its subcontractors and suppliers who provided labor or materials to the Project have executed this Release below and that there are no other subcontractors or suppliers who provided labor or materials to the Project.
10. As an inducement to receiving the payment contemplated by this Release, each Releasor hereby covenants and agrees that it has paid, or will pay out of the funds it receives, within five days of receipt thereof, without deduction of any kind, any and all amounts it owes for labor performed or material supplied to Releasor by any subcontractor, supplier or materialmen in connection with the Work performed at the Property.
6. In order to give Owner full power and authority to protect itself, the Property, and the estate or title of Owner therein, against any and all liens or claims filed by the Contractor or anyone acting under or through it in violation of the foregoing Release, the Releasor hereby irrevocably authorizes and empowers any attorney of any Court of Common Pleas of the Commonwealth of Pennsylvania, to appear as attorney for it, them or any of them, in any such Court, and in its name or names, to the extent permitted by law, mark satisfied or record at the cost and expense of the Contractor any and all claim or claims, lien or liens, related to this Release and the attached Application for Payment, and the Releasor does hereby remise, release and quitclaim all rights and all manner of errors, defects and imperfections whatsoever in entering such satisfaction or in filing such pleading, instrument or amendment, or in any way concerning them.
7. This Release shall bind each Releasor and its respective principals, successors and assigns.
8. The Releasor agrees to indemnify and to hold harmless the Owner, any lessors or mortgagees of the Property, and their respective title companies from any and all claims, actions, demands, costs and expenses whatsoever including premiums on bonds and reasonable attorney's fees and court costs at trial and on appeal arising out of or concerning this Release.

IN WITNESS WHEREOF, the undersigned has duly set his hand and seal or caused its corporate seal to be affixed hereto and these presents to be signed and attested by its duly authorized officers on this _____ day of _____, 2013.

RELEASORS:

Company Name: _____

BY: _____

Print Name and Title: _____

ATTEST:

Secretary (Corporate Seal)

Company Name: _____

BY: _____

Print Name and Title: _____

ATTEST:

Secretary (Corporate Seal)

Company Name: _____

BY: _____

Print Name and Title: _____

ATTEST:

Secretary (Corporate Seal)

Company Name: _____

BY: _____

Print Name and Title: _____

ATTEST:

Secretary

(Corporate Seal)

9872164v1

IN THE COURT OF COMMON PLEAS
PHILADELPHIA COUNTY, PENNSYLVANIA

COMMUNITY VENTURES,

Owner-Plaintiff,

vs.

Misc. Docket No.

AND

Contractor-Defendant.

vs.

Contractor-Plaintiff

COMMUNITY VENTURES,

Owner-Defendant

CONTRACTOR'S WAIVER OF LIENS

THIS AGREEMENT, executed this _____ day of _____,
2013 between **Community Ventures** ("Owner") and _____
("Contractor").

RECITALS

WHEREAS, by a duly written agreement dated _____, **2013** (the
"Contract"), Owner and Contractor have contracted for the construction/renovation of 4 homes
for homeownership by "low-income" persons and 4 homes for homeownership by "middle
income" persons, as such terms are defined by the United States Department of Housing and
Urban Development (the "Improvements") on certain real estate at:

- 21. 1600 Master Street
- 22. 1602 Master Street

23. 1604 Master Street
24. 1606 Master Street
25. 1608 Master Street
26. 1608-R Master Street
27. 1610-16 Master St. & 1316-20 N.
16th St.
28. 1312 N. 16th Street
29. 1314 N. 16th Street
30. 1322 N. 16th Street
31. 1324 N. 16th Street
32. 1326 N. 16th Street

all located in the City of Philadelphia, County of Philadelphia, and Commonwealth of Pennsylvania, to be more particularly described in Exhibit "A" attached hereto (the "Property").

WITNESSETH THAT:

For and in consideration of the mutual covenants contained herein and in the Contract, and intending to be legally bound, the Contractor does hereby agree to the following covenants:

1. The Contractor, for himself and anyone else acting or claiming through or under him, 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 title of Owner and the Property or the curtilage or curtilages pertinent thereto, by or in the name of the Contractor, any subcontractor, materialman, or laborer 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 work shall look to and hold the Contractor personally liable for all subcontracts, materials furnished and work and labor done, so that there shall not be any legal or lawful claim of any kind whatsoever against Owner for any work done or labor or materials furnished under the Contract for and about the erection, construction and completion of Improvements, and under any contract for extra work, or work supplemental thereto, or otherwise.
2. The Contractor agrees that prior to permitting any subcontractor, materialman, or laborer to perform any services or furnish any materials for and about the Improvements on the Property or any part thereof, the Contractor will obtain and deliver to the Owner an executed Waiver of Liens in the form hereof from such subcontractor, laborer or materialman.

3. The Contractor agrees to indemnify and to hold harmless the Owner, any lessors or mortgagees of the Property, and their respective title companies from any and all claims, actions, demands, costs and expenses whatsoever including premiums on bonds and reasonable attorneys' fees and court costs at trial and on appeal arising out of or concerning this Waiver of Lien.
4. This Waiver of Lien shall be binding upon the Contractor, its heirs, executors, administrators, personal representatives, successors and assigns and shall inure to the benefit of the Owner, and its respective successors and assigns. For the purpose of effecting the Waiver of Lien herein, such Waiver of Lien shall be deemed a part of the Contract.
5. In the event any mechanics' lien or claim is filed by the Contractor, the Contractor hereby irrevocably waives any right to a jury trial and any action to strike or discharge the lien.
6. If the Contractor files a mechanics' lien, notwithstanding this Waiver, the Owner, any mortgagee or lessor, shall have the right to discharge the lien by appropriate court proceedings and the right to be completely reimbursed and indemnified by the Contractor against expenses and losses resulting from such lien. Such expenses and losses shall include any attorney's fees, surety bond premiums, attorneys' fees 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 Contractor agrees to pay.
7. The Contractor hereby warrants and represents that, at the time of the execution hereof, no work of any kind has been done and no materials or supplies of any kind has been furnished in connection with the Improvements. Contractor shall post a copy of the contract and this waiver in a conspicuous place on the Property so that it is capable of being viewed by all subcontractors and materialmen providing labor or materials for the Improvements.
8. In the event that Contractor consists of more than one person, firm or corporation, the undertakings hereunder of each of such persons, firms or corporations shall be joint in 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.

[REST OF PAGE INTENTIONALLY DELETED]

9. This Agreement is made and intended to be filed with the Philadelphia County Prothonotary in accordance with requirements of Section 402 of the Mechanics' Lien Law of 1963 of the Commonwealth of Pennsylvania, 49 P.S. §1402.

IN WITNESS WHEREOF, the undersigned has set his hand and seal this ____ day of _____, 2013.

("Contractor")

By: _____

Attest: _____
(Corporate Seal)

Sworn to and subscribed before me this ____ day of _____, 2011

Notary Public
My Commission Expires:

Community Ventures ("Owner")

By: _____

Attest: _____
(Corporate Seal)

Sworn to and subscribed before me this ____ day of _____, 2013

Notary Public
My Commission Expires

EXHIBIT A
Legal Description

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