

EXHIBIT "D-2"

**WAIVER AND RELEASE OF MECHANIC'S LIEN
BY CONTRACTOR (PROVIDER) AND SUBCONTRACTOR(S)**

WHEREAS, the undersigned CONTRACTOR and Subcontractor(s) have furnished labor and/or materials upon a lot of land and/or building (collectively, the "Premises") in Northampton County, Pennsylvania, as more fully described in **[project description and location OR LEHIGH's PO Reference number and date OR LEHIGH's RFP number]** for the benefit of Lehigh University ("LEHIGH") and have agreed to waive and release all claims or liens which each has or might have in the future on the improvements and/or the Premises by reason of work, services, materials and equipment furnished as reflected in _____ **[identify Application for Payment, e.g. "invoice number and date for Purchase Order number XXXXXX"]** (the "Application for Payment"). The undersigned CONTRACTOR and Subcontractor(s) hereby certify to LEHIGH that payment has been received for the work, services, materials and equipment reflected in the said Application for Payment.

NOW, THEREFORE, intending to be legally bound, it is hereby stipulated and agreed by and among the parties, that the undersigned CONTRACTOR and Subcontractor(s), each for itself, its heirs successors and assigns, waive, remise, release and forever quit-claim to LEHIGH, and its successors and assigns, all liens, claims and demands which the undersigned CONTRACTOR and/or Subcontractor(s) now has or might or could have or could have had herebefore, concurrently or hereafter, on or against the interest of LEHIGH in the improvements and the Premises for work, services, materials and/or equipment furnished or performed as stated above, with the intent that LEHIGH, and its successors and assigns, shall hold and enjoy the improvements and the Premises free and clear from all liens, claims or demands for such work, services, materials and/or equipment furnished or performed by the undersigned CONTRACTOR and/or Subcontractor(s) which are hereby waived, released and discharged.

IN THE EVENT that any claims, mechanic's liens or the like are filed against the improvements, Premises or any portion thereof, CONTRACTOR agrees to cause the same to be removed forthwith at CONTRACTOR's sole cost and expense and, in such event, CONTRACTOR agrees to indemnify and hold harmless the LEHIGH and the holder of any mortgage on the Premises (or any part thereof) for any loss or damage sustained by them as a result of the filing of such liens or reasonable cost, including legal fees, incurred in discharging such liens.

_____, 20____

ATTEST/WITNESS:

CONTRACTOR: _____
Name of Company

By: _____
Title & Date

ATTEST/WITNESS:

SUBCONTRACTOR: _____
Name of Company

By: _____
Title & Date

ATTEST/WITNESS:

ATTEST/WITNESS:

SUBCONTRACTOR: _____
Name of Company

By: _____
Title & Date

SUBCONTRACTOR: _____
Name of Company

By: _____
Title & Date