



RELEASE OF LIEN – PARTIAL

On _____, in the State of Texas, County of Smith, RPR Construction Company, Inc., entered into contract with the undersigned _____ to furnish labor and/or materials and/or equipment in connection with certain improvements to real property located in _____ County, Texas, more specifically described as _____, and Owned by _____ such improvements being known as _____, for which RPR Construction Company, Inc. is the General Contractor. The labor and/or material and/or equipment furnished by the undersigned are described as _____ and referred to hereinafter as the “work”.

Based on receipt of _____, (\$ _____) for the work furnished, the sufficiency of which is acknowledged, the undersigned does hereby waive and release any mechanic’s lien or materialmen’s lien or claims of lien, including any constitutional lien or claim thereto, property and/or improvements thereon account of any work furnished or to be furnished by the undersigned, its materialmen, suppliers and subcontractors,

The undersigned further certifies and warrants that all outstanding bills, claims, charges and obligations incurred by the undersigned with materialmen, laborers, subcontractors or other persons who would be entitled to assert a claim under applicable law against the real property have been paid in full or will, by these proceeds, be paid in full for work done or materials furnished through date of this release. The undersigned agrees to indemnify and hold RPR Construction Company, Inc. and Owner harmless from any and all claims, liens actions or causes of action arising out of or having to do with the failure of the undersigned to make the payments called for under this paragraph or for any portion of this paragraph that is untrue. The undersigned acknowledges that Company is relying upon the representations contained in this Release and would not have released the funds identified in this Release to the undersigned but for this Partial Release of Lien.

(Company Name)

(Signature)

(Address)

(Printed Name & Title)

(Date)

- Individual
Check One:

 Partnership
 Corporation

Before me, the undersigned, personally appeared _____ on this day, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and upon being duly sworn, stated that he/she has read the foregoing instrument and it is true and correct.

Subscribed and sworn before me this _____ day of _____, 2007.

Notary Public: _____ in and for _____ (County)

(State). My Commission Expires: _____
(Seal)