

RELEASE OF LIENS AND INDEMNITY AGREEMENT

The undersigned acknowledges that with the receipt of Contract Amount Dollars (\$0.00) from Gutierrez Construction Co., Inc., a Massachusetts corporation, as final payment and in full of all monies due or to become due to the undersigned from said Gutierrez Construction Co., Inc., in connection with Contract # regarding Project Name @ Address, City, State and in consideration of said sum, releases said Gutierrez Construction Co., Inc. and Partnership's Name of and from all claims and demands in any way arising out of said contract, written, oral or implied, or work done or materials furnished, and acknowledges full performance by said Gutierrez Construction Co., Inc. and said Partnership's Name of all obligations under said contract.

The undersigned acknowledges that all charges for labor, materials, services, sales and use taxes, and of every other nature in connection with his contract have been paid in full, and that there remains no charge by any subcontractor, vendor or individual furnishing labor or materials in connection with his contract for which a lien could be filed.

The undersigned hereby further declares and agrees that in the event that any lien or other claim should be brought against Gutierrez Construction Co., Inc., Partnership's Name or their building or premises regarding said contract, the undersigned will protect the said parties and defend any suit or action brought against them by reason of any lien or other form of claim or action arising out of said contract and hold them harmless and indemnified therefrom.

Signed and sealed by the undersigned (if a corporation, by its duly authorized officer and with corporate seal) this _____ day of _____, 2002

Subcontractor's Name
Company Name

(Corporate Seal)

By: _____
Title: _____

State Where Subcontractor is Based _____ County

EC
Then personally appeared _____ this _____ day of _____, 2002 and acknowledged the foregoing instrument to be his free act and deed, before me,

Notary Public
My Commission Expires: _____