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Joint Check Agreement

THIS JOINT CHECK AGREEMENT (“Agreement”) is entered into on this ____ day of _____, 20____, between, _____ (“Original Contractor”), _____ (“Subcontractor”), and CF Supply, Inc., the supplier. The Agreement is entered into with respect to work performed and/or materials furnished to improve certain real property located at _____ in _____ County, Texas which is commonly referred to as the _____ Project.

The undersigned represent that they are the duly authorized representatives of their respective companies and are accordingly authorized to enter into this Agreement on behalf of their respective companies.

The undersigned Original Contractor hereby agrees that each payment for materials furnished by CF Supply, Inc. to Subcontractor on the above-referenced project shall be jointly payable to Subcontractor and CF Supply, Inc. Original Contractor further acknowledges and agrees that CF Supply, Inc. is expressly conditioning its tender of materials to Subcontractor on this Agreement.

In exchange for Original Contractor’s agreement to issue joint checks in the manner set forth herein, CF Supply, Inc. agrees to furnish materials to Subcontractor which CF Supply, Inc. would not otherwise furnish. This Agreement is to cover only materials actually supplied by CF Supply, Inc. for the above-referenced project, and shall be limited to the amount of each CF Supply, Inc. invoice which has been presented. Original Contractor agrees that any joint check issued under this Agreement in excess of the amount set forth in the invoice(s) presented by CF Supply shall be properly payable to Subcontractor.

Original Contractor further agrees that no payments will be issued directly to Subcontractor unless and until Original Contractor verifies that all outstanding amounts owed to CF Supply, Inc. have been paid. The account status of any outstanding balance owed to CF Supply, Inc. may be verified by making an oral request for verification, followed up by written confirmation (or by simply making a written request for verification) to CF Supply Inc. Payments made hereunder shall be made according to the terms stated in the contract agreement between Subcontractor and Original Contractor on the above-referenced project.

Except to the extent of payments actually received and retained, the execution of this Agreement and the taking of such joint check shall not otherwise impair any bond, lien, or other

creditor rights and remedies which CF Supply Inc. now has or may hereafter have arising from its provision of materials or labor to Subcontractor on the above-referenced project. The parties acknowledge and agree that this Agreement may only be modified or altered with the written consent of all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

Original Contractor: _____
Address: _____

Telephone: _____

Signed: _____
Printed: _____

Subscribed and sworn to before me on this ____ day of _____, 20____.

Notary Public

Subcontractor: _____
Address: _____

Telephone: _____

Signed: _____
Printed: _____

Subscribed and sworn to before me on this ____ day of _____, 20____.

Notary Public

Supplier: CF Supply Inc.
Address: P.O. Box 487
Waco, McLennan County, Texas 76703
Telephone: (254) 753-4523

Signed: _____
Printed: _____

Subscribed and sworn to before me on this ____ day of _____, 20____.

Notary Public