

JOINT CHECK AGREEMENT

This Agreement is made this ____ day of _____, 20____ between Hi-Tower Contractors (Contractor), _____(Subcontractor) and _____ (Supplier) for joint check payments in an amount not to exceed \$ _____

In consideration of the materials supplied and/or labor furnished by the Supplier to the Subcontractor for work performed at _____(Project), the Subcontractor authorizes the Contractor to make all payments, with respect to the materials supplied and/or labor furnished by the Supplier, in the form of a check jointly payable to both the Subcontractor and Supplier.

Subcontractor represents, warrants and agrees that all materials and/or labor for which joint payment is hereby requested or made are purchased for the specific purpose of constructing the Project in accordance with the plans and specifications and that the materials supplied and labor furnished have been or will be incorporated in the construction of the Project and have not and will not be diverted to any other use.

At the time of each request for joint payment, Supplier agrees to furnish the Contractor with copies of invoices for which checks will be issued jointly along with a statement of account of the Subcontractor the this Project. Supplier further agrees that all joint payments made for this Project will be credited to the Subcontractor's account for this Project only and will not be used to credit other account balances of the Subcontractor. Upon receipt of the joint check and in consideration of the same, the Supplier further agrees to waive, release and quitclaim in favor of the Contractor, the Owner and each and every party making a loan on said real estate, as improved, and his or its successors and assigns, all rights that the undersigned may have under applicable law to assert, claim or file a mechanics lien against the Project's real property with respect to the materials supplied or labor furnished.

The Contractor agrees to issue joint payment only as requested with regard to specific requisition invoices and as an accommodation to the Subcontractor and Supplier. The Contractor assumes no responsibility or obligation to monitor the invoicing procedures or any liability in this payment beyond the terms of the Contract Agreement between the Contractor and the Subcontractor. All joint checks will be delivered to the Subcontractor the their endorsement and forwarding to the Supplier. Delivery of this joint check discharges the contractor's obligation under this Agreement with respect to that payment.

This Agreement executed on the day and year first written above.

WITNESS/ATTEST: _____

Contractor: Hi-Tower Contractors Inc.

By: _____

Subcontractor: _____

By: _____

Supplier: _____

By: _____