

Joint Check Agreement

WHEREAS, "CUSTOMER" has asked CowTown Redi Mix. Inc. (CTRM) to extend credit to CUSTOMER so as to enable CUSTOMER to purchase materials to be, incorporated by CUSTOMER into a project commonly known as located at and

WHEREAS, CUSTOMER has a contract with who is either a contractor or an owner (CONTRACTOR/OWNER) to install said materials on said project; and

WHEREAS, CONTRACTOR/OWNER has also requested CowTown Redi Mix. Inc. to sell materials to CUSTOMER to enable CUSTOMER to furnish the materials to CONTRACTOR/OWNER;

NOW, THEREFORE, In order to Induce CowTown Redi Mix, Inc. to sell materials to CUSTOMER on credit. it is agreed as follows:

1. As to the materials to be supplied by CowTown Redi Mix. Inc., which CowTown Redi Mix. Inc. is advised are intended for incorporation into the subject project; It is the intention of the parties that CONTRACTOR/OWNER, instead of making payments directly to CUSTOMER for the CowTown Redi Mix. Inc. materials, make unconditional payment for the CowTown Redi Mix. Inc. materials in the form of a check, with said check being payable jointly to CUSTOMER and CowTown Redi Mix. Inc. CowTown Redi Mix. Inc. will sell and deliver materials so long as (1) CowTown Redi Mix. Inc. is promptly paid as the indebtedness becomes due, (2) neither CUSTOMER nor CONTRACTOR/OWNER otherwise breach this agreement. (3) CUSTOMER is not in default with CowTown Redi Mix. Inc. with regard to any other agreement. CowTown Redi Mix. Inc. may mail duplicate invoices to CONTRACTOR/OWNER. Payment will be made by CONTRACTOR/OWNER in a timely manner each month by a check payable jointly to CUSTOMER and CowTown Redi Mix. Inc. The check will be mailed to: CowTown Redi Mix. Inc. at: PO Box 162327, Fort Worth Texas 76161 or, delivered its offices at 2719 Northridge Drive, Bedford Texas 76021.

2. Payment by the CONTRACTOR/OWNER for the materials shall be unconditional. For example, but without limitation, payment shall be made regardless of whether, (1) CUSTOMER terminates or cancels the contract between CUSTOMER and CONTRACTOR/OWNER, (2) CONTRACTOR/OWNER terminates or cancels the contract between CONTRACTOR/OWNER and CUSTOMER, (3) CUSTOMER abandons the project, (4) a dispute or disputes arise between CUSTOMER and CONTRACTOR/OWNER, (5) any or all of the materials have not been incorporated, so long as CowTown Redi Mix. Inc. delivered the materials to CUSTOMER, (6) CUSTOMER files a petition seeking relief under the Bankruptcy Code, (7) creditors of CUSTOMER file an involuntary petition against CUSTOMER pursuant to the Bankruptcy Code, (8) a receiver is appointed over CUSTOMER or CUSTOMER'S assets, (9) and dispute arises between CowTown Redi Mix. Inc. and CUSTOMER, (10) and dispute arises between CowTown Redi Mix. Inc. and CONTRACTOR/OWNER, (11) any third party asserts a claim against CONTRACTOR/OWNER as to the funds payable hereunder. In the event CUSTOMER files a petition seeking relief under the Bankruptcy Code, or creditors of CUSTOMER file an involuntary petition against CUSTOMER pursuant to the Bankruptcy Code, or a receiver is appointed over CUSTOMER or CUSTOMER'S assets, the check(s) shall not be joint; but shall instead be payable solely to CowTown Redi Mix. Inc. and shall reduce what indebtedness would otherwise be due to CUSTOMER by CONTRACTOR/OWNER.

3. CUSTOMER hereby gives CowTown Redi Mix. Inc. and its agents and representatives the right to endorse the name of CUSTOMER on said check and deposit said checks in the account of CowTown Redi Mix. Inc.

4. This agreement and its terms do not constitute payment, but constitute security for payment of the above indebtedness. This agreement does not relieve CUSTOMER of its responsibility to pay CowTown Redi Mix. Inc. its debts and obligations.

5. If there is a payment bond or bonds which have been procured by any person, firm or corporation, including any of the parties hereto under which CowTown Redi Mix, Inc. has nor may have right against any surety or principal. that entering into this agreement and partially or fully performing thereunder by CowTown Redi Mix, Inc. shall not impair or affect any rights which CowTown Redi Mix, Inc. now has or may hereafter have under such bond or bonds.

6. The execution of this agreement and partial or complete performance of this agreement shall not impair or affect any rights CowTown Redi Mix, Inc. has to claim a mechanic's or materialman's lien pursuant to the applicable laws.

7. All parties acknowledge that CowTown Redi Mix, Inc. is only selling materials, and is under no obligation to furnish labor on the above described project and is under no obligation to fulfill any of CUSTOMER'S obligations under CUSTOMER'S contract with CONTRACTOR/OWNER.

8. CowTown Redi Mix, Inc.'s rights and remedies hereunder *are* cumulative and CowTown Redi Mix, Inc. may enforce one or more rights and remedies without waiving or relinquishing any other right or remedy.

9. The parties to this contract expressly agree that the laws of the State of Texas shall govern the validity, construction, interpretation and effect of this contract. The parties also agree that this contract is performable in Fort Worth, Texas.

Signed at _____, this _____ day of 20 ____

CowTown Redi Mix, Inc.

By: _____

Its: _____

3401 Bethlehem St.
Fort Worth, Texas 76111

CUSTOMER

By: _____

Its: _____

Address: _____

CONTRACTOR/OWNER

By: _____

Its: _____

Address: _____