

**FORM F-5
JOINT CHECK AGREEMENT**

PROJECT: _____
Project Address: _____
County: _____ State: _____

OWNER: _____
SUBCONTRACTOR: _____
Address: _____
Subcontract No: _____ Dated: _____
Subcontract Price: \$ _____

SUPPLIER: _____
Address: _____
Material: _____
Material Price: \$ _____
Purchase Order or Agreement No: _____ Dated: _____

In consideration of the agreement by SUPPLIER to supply MATERIAL at the MATERIAL PRICE to the PROJECT in accordance with the PURCHASE ORDER between SUBCONTRACTOR and SUPPLIER, and the extension by SUPPLIER of open account terms to SUBCONTRACTOR for all MATERIAL purchased for the PROJECT, The Norwood Company ("NORWOOD") hereby agrees that, conditioned on the SUPPLIER providing notice that payment is due from SUBCONTRACTOR, to the extent NORWOOD issues payment to SUBCONTRACTOR on account of MATERIAL supplied pursuant to PURCHASE ORDER, NORWOOD will issue joint checks payable to the order of SUPPLIER and SUBCONTRACTOR with respect to any payments of the above MATERIAL PRICE payable to SUPPLIER under the PURCHASE ORDER, as and to the extent that NORWOOD receives same under its Contract with OWNER, provided SUBCONTRACTOR'S and SUPPLIER'S work and materials are furnished and installed in accordance with the plans and specifications for the PROJECT. In the event that SUPPLIER and SUBCONTRACTOR agree to any modifications to the PURCHASE ORDER and/or MATERIAL PRICE, this Agreement will not apply to payment for any work or material supplied by SUPPLIER under such modifications, unless this agreement is amended, in advance, in writing and signed by all parties hereto.

SUPPLIER will present to NORWOOD a copy of its monthly invoice to SUBCONTRACTOR ("INVOICE") for MATERIAL furnished to PROJECT per the terms of the PURCHASE ORDER. The value of the INVOICE will be included in SUBCONTRACTOR'S monthly Application for Payment to NORWOOD. It is agreed that all payments received by SUBCONTRACTOR and SUPPLIER from NORWOOD on account of the aforementioned Application for Payment will be applied against the respective SUBCONTRACTOR'S SUBCONTRACT and SUPPLIER'S PURCHASE ORDER and approved modifications thereto. No joint checks issued hereunder will be mailed to SUBCONTRACTOR. Nothing in this Joint Check Agreement shall modify the SUBCONTRACT between NORWOOD and SUBCONTRACTOR.

The joint check payments provided for hereunder are intended to provide additional security to SUPPLIER and to facilitate credit for SUBCONTRACTOR. In consideration for NORWOODS agreement to make joint check payment , which NORWOOD is not required to furnish, SUBCONTRACTOR and SUPPLIER and their respective successors and assigns, hereby release NORWOOD, OWNER and their respective successors and assigns, from and against any and all claims for amounts which are due and owing either to SUBCONTRACTOR or SUPPLIER as of the date of the SUPPLIER INVOICE for which each joint check is issued by NORWOOD. Acceptance, endorsement or deposit of any check issued pursuant to this Agreement shall constitute an acknowledgement by SUBCONTRACTOR and SUPPLIER that (1) all amounts due and owing for labor or materials furnished and delivered for the PROJECT through and including the date of the SUPPLIER INVOICE are paid in full, and (2) SUBCONTRACTOR and SUPPLIER release and waive any rights each of them may have against (a) NORWOOD, (b) sureties of payment and/or performance bonds issued for the benefit of NORWOOD and/or OWNER, (c) OWNER, and (d) PROJECT, including without limitation, the right to assert a mechanic's lien or stop notice claim for labor and materials furnished and delivered on or before the date of said SUPPLIER INVOICE.

THE NORWOOD COMPANY

SUBCONTRACTOR:

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

SUB-SUBCONTRACTOR/SUPPLIER:

By: _____
Name: _____
Title: _____
Date: _____