

PROJECT SECURITY AGREEMENT

In consideration of the sum of one dollar cash in hand paid and the supply of labor and/or materials by Seller on the Project, the receipt and sufficiency of which is hereby acknowledged, _____, owner or general contractor ("Owner/G.C.") and _____, contractor or Seller's customer ("Contractor"), agree as follows on behalf of _____ ("Seller"), whose address is _____:

1. All checks issued by Owner/G.C. to Contractor, to the extent of amounts justly due to Seller for labor and/or material supplied by Seller on the _____ construction project ("Project"), shall be made jointly payable to Contractor and Seller and shall be promptly delivered to Seller. Owner/G.C. may rely on any written notice provided by Seller, stating the total current indebtedness of Contractor to Seller and limiting any obligation under this Agreement for any current requisition. Contractor appoints Seller its attorney in fact to sign or endorse on behalf of Contractor all checks received from Owner/G.C.
2. Contractor hereby grants to Seller a security interest in all funds owed to Contractor by Owner/G.C. for labor and/or material supplied to the Project, to the extent of the debt to Supplier from Contractor for labor or materials supplied by Seller. Seller may prepare and file a UCC-1 Financing Statement and sign the same on Contractor's behalf.
3. Owner/G.C. hereby guarantees the payment of sums justly due from Contractor to Seller under their Credit Agreement for materials supplied to the Project.
4. This Agreement is not in payment of obligations of Contractor to Seller and will not affect Seller's rights to withdraw or refuse further credit, or Seller's rights to any payment bond, mechanic's lien, trust fund or other legal rights.

OWNER OR GENERAL CONTRACTOR:

Address:

CUSTOMER OR CONTRACTOR:

Address:

Authorized Signature:

Authorized Signature:

Name: _____

(Printed or typed)

Name: _____

(Printed or typed)

Title: _____

Title: _____