

INSTRUCTIONS AND REQUIREMENTS FOR SURETY BOND

- (1) Power of Attorney of Surety Representative must be attached to the Bond.
- (2) Principal must sign the Bond, and have the acknowledgment executed and notarized.
- (3) The face amount of the Bond must comply with the provisions of the Trade Agreement.
- (4) The Bond must be returned to the Mason Tenders' District Council Welfare, Pension & Annuity Funds-215 Park Avenue So., New York, N.Y. 10003

SURETY BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS, that we _____ as Principal and _____

as Surety, are held and firmly bound unto Mason Tenders' D.C., Welfare Fund, Mason Tenders' D.C. Pension Fund, Mason Tenders' D.C. Annuity Fund, and Mason Tenders' D.C. Industry Fund, at 215 Park Avenue South, New York, N.Y., as Obligees, in the sum of _____, lawful money of the United States of America, for payment of which sum, well and truly to be made, we bind ourselves, firmly by these presents.

SIGNED, SEALED AND effectuated this _____ day of _____, _____.

WHEREAS, the above Obligees have required the Employer-Principal to furnish a bond of indemnity guaranteeing payment of Pension Fund, Welfare Fund, Annuity Fund, and Industry Fund payments, to which said Funds Employer-Principal is obligated to pay pursuant to the terms and conditions of a collective bargaining agreement with the Mason Tenders' D.C. of Greater N.Y., and all of the foregoing being made part hereof, and further to the separate Agreements and Declarations of Trust concerning the above mentioned Funds and co-obligees hereunder between Employer-Principal and Obligees, all of which are made a part hereof.

NOW, THEREFORE, the condition of this obligation is such that if the said Employer-Principal shall pay the payments required to be made to the Pension Fund, Welfare Fund, Annuity Fund, and Industry Fund, which the Employer-Principal is obligated by such Agreement and/or Agreements to pay for the period during which this bond remains in force or any modification and/or extension and/or renewal of the foregoing agreements, then this obligation shall be null and void, otherwise to the following conditions:

- (1) That the Surety may cancel its liability as to future assessments under this bond at any time by notice to the Employer-Principal and Obligees at least forty-five days in advance of the date such cancellation.
- (2) That the liability of the Surety under this bond to the Obligees for one or more defaults of the Employer-Principal shall not exceed in the aggregate the sum of this bond.
- (3) Any extension of time granted to the Employer-Principal to make any payments aforementioned or cure any default in any of the agreements aforementioned, shall not require notice to or consent from the surety.

(Principal)

BY: _____

(Title)

(Surety)

BY: _____

ATTORNEY-IN-FACT