

SHEET METAL WORKERS (LOCAL UNION NO. 28) WELFARE FUND
SHEET METAL WORKERS (LOCAL UNION NO. 28) VACATION LAND
SHEET METAL WORKERS (LOCAL UNION NO. 28) SUB PLAN
SHEET METAL WORKERS (LOCAL UNION NO. 28) ANNUITY FUND
SHEET METAL WORKERS (LOCAL UNION NO. 28) JOINT LABOR MANAGEMENT FUND
SHEET METAL WORKERS (LOCAL UNION NO. 28) SCHOLARSHIP FUND
SHEET METAL WORKERS (LOCAL UNION NO. 28) EDUCATION FUND

SHEET METAL WORKERS INTERNATIONAL ASSOCIATION
LOCAL UNION NO. 28

BOND NUMBER _____

KNOW ALL MEN BY THESE PRESENTS, that we

_____ having our principal office and place of business located at _____ as PRINCIPAL OBLIGOR, and _____ a corporation duly authorized to act as a CORPORATE SURETY under the laws of the STATE OF NEW YORK, and having its principal office and place of business in the City of New York at _____.

ARE HELD AND FIRMLY BOUND unto the TRUSTEES of the SHEET METAL WORKERS (LOCAL UNION NO. 28) WELFARE FUND, the TRUSTEES of the SHEET METAL WORKERS (LOCAL UNION NO. 28) VACATION PLAN, the TRUSTEES of the SHEET METAL WORKERS (LOCAL UNION NO. 28) SUB PLAN, the SHEET METAL WORKERS (LOCAL UNION NO. 28) ANNUITY FUND, the SHEET METAL WORKERS (LOCAL UNION NO. 28) JOINT LABOR MANAGEMENT FUND, the SHEET METAL WORKERS (LOCAL UNION NO. 28) SCHOLARSHIP FUND, the SHEET METAL WORKERS (LOCAL UNION NO. 28) EDUCATION FUND, as joint and several OBLIGEEES, in the sum of _____ DOLLARS (_____) lawful money of the United States of America, for the payment of the same, an aggregate sum for such and all the aforementioned OBLIGEEES, and well and truly to be made in accordance with the conditions and provisions hereof, WE, the undersigned, as PRINCIPAL OBLIGOR and as CORPORATE SURETY, do hereby bind ourselves, our distributees, administrators and executors, and our successors and assigns, both jointly and severally. Said CORPORATE SURETY shall not be liable to all OBLIGEEES in the aggregate in excess of the sum above stated.

The conditions of our undertaking are as follows:

WHEREAS, a certain Collective Bargaining Agreement ("AGREEMENT") made by and between SHEET METAL WORKERS INTERNATIONAL ASSOCIATION LOCAL UNION NO. 28 and the PRINCIPAL OBLIGOR, requires the PRINCIPAL OBLIGOR to furnish a bond with CORPORATE SURETY to secure the full and timely payment of contributions, as well as any interest and reasonable collection costs incurred concerning delinquent contributions, to the SHEET METAL WORKERS (LOCAL UNION NO. 28) WELFARE FUND, the SHEET METAL WORKERS (LOCAL UNION NO. 28) VACATION PLAN, the SHEET METAL WORKERS (LOCAL UNION NO. 28) SUB PLAN, the SHEET METAL WORKERS (LOCAL UNION NO. 28) ANNUITY FUND, the SHEET METAL WORKERS (LOCAL UNION NO. 28) JOINT LABOR MANAGEMENT FUND, the SHEET METAL WORKERS (LOCAL UNION NO. 28) SCHOLARSHIP Fund, the SHEET METAL WORKERS (LOCAL UNION NO. 28) EDUCATION Fund, which contributions, interest and collections costs the said PRINCIPAL OBLIGOR is under obligation to make by reason of the aforementioned AGREEMENT;

WHEREAS, the PRINCIPAL OBLIGOR and CORPORATE SURETY have each received a copy of the AGREEMENT and are fully familiar with the pertinent provisions thereof; and

WHEREAS, the AGREEMENT may, from time-to-time, be amended, extended, modified and/or revised, all of which are fully accepted and assumed by the PRINCIPAL OBLIGOR and the CORPORATE SURETY, without any further notification to the PRINCIPAL OBLIGOR and the CORPORATE SURETY and without any consent required by the PRINCIPAL OBLIGOR and CORPORATE SURETY, all of which are expressly waived by the PRINCIPAL OBLIGOR and CORPORATE SURETY;

NOW, THEREFORE, the conditions of the within obligation are that if the PRINCIPAL OBLIGOR shall for any reason whatsoever fail to make full and accurate payment at such times as required by the AGREEMENT of all the required contributions to the SHEET METAL WORKERS (LOCAL UNION NO. 28) WELFARE FUND, the

SHEET METAL WORKERS (LOCAL UNION NO. 28) VACATION PLAN, the SHEET METAL WORKERS (LOCAL UNION NO. 28) SUB PLAN, the SHEET METAL WORKERS (LOCAL UNION NO. 28) ANNUITY FUND, the SHEET METAL WORKERS (LOCAL UNION NO. 28) JOINT LABOR MANAGEMENT FUND, and SHEET METAL WORKERS (LOCAL UNION NO. 28) SCHOLARSHIP FUND, the SHEET METAL WORKERS (LOCAL UNION NO. 28) EDUCATION FUND, then we, the CORPORATE SURETY, shall forthwith make such payment or payments, upon written notice from any of the OBLIGEEES. It is expressly understood and agreed that the obligation of the CORPORATE SURETY to make such payment or payments shall not be impaired, restricted, limited, or delayed or conditioned, in any manner whatsoever, by the extension of time, if any, that the PRINCIPAL OBLIGOR may obtain to make any of the aforesaid payments, which extensions, if any, shall not require notice to or consent from, of any kind whatsoever, the CORPORATE SURETY.

PROVIDED, however, that the CORPORATE SURETY may terminate its liability and obligation hereunder on and after the expiration of one year from the date hereof by notice to the PRINCIPAL OBLIGOR and OBLIGEEES, which notice shall be given in writing; shall specify the termination date of responsibility which shall be not less than ninety (90) days after the mailing of the said notice; and which notice shall be mailed to the PRINCIPAL OBLIGOR and OBLIGEEES by registered mail; and

PROVIDED FURTHER, that no suit, cause of action, or proceeding shall be instituted against the CORPORATE SURETY hereunder more than 12 months after the date of the expiration of the cancellation of the within Bond, or its termination in accordance with its terms and conditions.

IN WITNESS WHEREOF: the PRINCIPAL OBLIGOR and CORPORATE SURETY have caused the within Bond to be duly sealed with their corporate seals and to be signed by their duly authorized proprietors, partners, representatives or officers this ____ day of _____.

PRINCIPAL OBLIGOR

By: _____
CORPORATE SURETY

By: _____
ATTORNEY-IN-FACT