

SURETY BOND FOR EMPLOYER CONTRIBUTIONS TO EMPLOYEE BENEFIT PLANS AND DEDUCTED UNION DUES

KNOW ALL MEN BY THESE PRESENTS:

Principal is:

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with address of:

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Surety is:

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with address of:

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Obliges are: SMART Local 36 (EOPR Fund)  
SMART Local 36 Welfare Fund;  
SMART Local 36 Pension Fund;  
SMART Local 36 Vacation Fund;  
SMART Local 36 401(k) Fund;  
St. Louis Sheet Metal Joint Apprenticeship Fund;  
and Metal Working Industry Fund and Industry Fund of U.S.

c/o SMART Local 36 Benefit Funds  
2319 Chouteau Ave, Suite 300  
St. Louis, MO 63103

and: Sheet Metal Workers National Pension Fund;  
National Stabilization Agreement of the Sheet Metal Industry  
(SASMI Trust Fund);  
National Training Fund for the Sheet Metal and Air Conditioning  
Industry;  
National Energy Management Institute for the Sheet Metal and Air  
Conditioning Industry; and  
Sheet Metal Occupational Health Institute for the Sheet metal and  
Air Conditioning Industry

c/o Sheet Metal Workers National Pension Fund  
8403 Arlington Blvd., Suite 300  
Fairfax, VA 22031

and any other fund or obligation now contained in, or hereafter added to, the  
Collective Bargaining Agreement

Collective Bargaining Agreement means any agreement, as amended from time to time, with Sheet Metal International Association, Local 36, to which Principal has assented or otherwise become bound providing for payment of contributions on account of work by such employees to one or more of the Obligee employee benefit trust funds, listed above, and for payment of deducted Union dues (EOPR Fund);

WHEREAS, Principal has agreed, or is about to agree, to abide by a Collective Bargaining Agreement; and

WHEREAS, it is the purpose of this Bond for Surety to guarantee payments by Principal of any amounts due under a Collective Bargaining Agreement (including any interest, liquidated damages, and collection expenses) severally to each of the Obliges listed above to the dollar limit specified below which is the maximum amount payable by Surety, whether paid to one of the Obliges or to two or more of the Obliges collectively. Upon payment of the maximum dollar limit specified below by the Surety, the Oblige or Obliges to who such amount has been paid are authorized to release Surety from any further obligation under this Bond.

NOW THEREFORE, we, as Principal and Surety are held and firmly bound, jointly and severally, unto Oblige in the full and just sum of \_\_\_\_\_ (\$\_\_\_\_\_), to the payment of which, well and truly to be made, the Principal and Surety hereby bind themselves, their heirs, executors, administrators, successors and assigns.

The condition of this Bond is that if all payments due to all of the Obliges are paid in full when due by Principal as provided in any Collective Bargaining Agreement, then Principal and Surety shall have no obligations to make payments under this Bond; otherwise, the obligation of Principal and Surety to make such payments, to the limit specified in this Bond, shall remain in full force and effect. In the event the amounts due under the Collective Bargaining Agreement to such employees, to fringe benefit trust funds, and to Sheet Metal Workers Local 36 (EOPR Fund), and for other obligations exceed the limit specified above in the Bond, the allocation of payment under the Bond — both as to allocation between funds and as to allocation between jobs on which the liability was incurred — will be made, in accordance with the terms of the Collective Bargaining Agreement and the Trust Fund Agreements, in the manner that best serves the interests of such employees and participants, and not at the discretion of the Surety or its principal

This Bond is effective from its Effective Date, until it is terminated as provided herein.

Termination. If the Surety shall so elect, this Bond may be terminated at any time by giving forty-five (45) days notice in writing to Obligees by certified mail, with return receipt. The Bond shall not be deemed cancelled until the expiration of said 45 days and the Surety shall remain liable for any wage or other payments covered by this Bond which have been incurred by Principal up to the time of expiration.

Limit of Obligation. The Surety shall not be liable under this Bond for more in the aggregate than the dollar amount set forth above, regardless of the number of years this Bond shall continue in force, of the number of separate Obliges, and of the number of premiums that may be payable or paid. This Bond shall not be construed as any limitation on the obligations of Principal to make payments as provided in any Collective Bargaining Agreement in excess of the amount of this Bond.

Any payments made by the Surety under this Bond while the Bond is in force automatically reduces the amount of the Bond by the amount of payments so made.

Claims. If Principal becomes delinquent in payments due under the Collective Bargaining Agreement, Obliges are to notify Surety within a reasonable period of time. No suit for recovery against Surety shall be filed until proof of loss has been submitted to the Surety in writing.

This Bond is made in the State of Missouri and shall be governed by the laws of Missouri.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Principal)

By: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_ Date: \_\_\_\_\_

Revised: 01/11/2016