

SURETY BOND

BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_ (hereinafter referred to as the "Principal"), as Principal, and \_\_\_\_\_ (hereinafter referred to as the "Surety"), a corporation created, organized, and existing under and by virtue of laws of the State of \_\_\_\_\_ and duly and regularly authorized to transact business in the State of Georgia, as Surety, are held and firmly bound jointly and severally unto the CARPENTERS LOCAL UNION NO. 225 AND MILLWRIGHTS LOCAL UNION NO. 1263 HEALTH AND WELFARE FUND FOR COMMERCIAL AND INDUSTRIAL CARPENTRY CONSTRUCTION, and the CARPENTERS LOCAL UNION NO. 225 AND MILLWRIGHTS LOCAL UNION NO. 1263 PENSION FUND FOR COMMERCIAL AND INDUSTRIAL CARPENTRY CONSTRUCTION, and any other fund established or existing pursuant to any collective bargaining agreement with the Carpenters Local Union No. 225 of United Brotherhood of Carpenters and Joiners of America, and their successors and assigns (hereinafter referred to collectively as the "Obligees"), as Obligees, in the full and just sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), well and truly to be made. The Principal and Surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Now, the condition of the foregoing obligation is such that whereas the Principal is obligated to make contributions to the Obligees, or certain of them, and incurs additional liabilities to the Obligees, or certain of them, if such contributions are not timely paid; this Surety Bond shall be payable to Obligees for all contributions, assessments, interest, fees, costs and expenses of collection (including attorneys' fees), liquidated damages, any and all damages specified in Section 502 (g) (2) of the Employee Retirement Income Security Act ("ERISA"), 29 U.S.C. 1132 (g) (2), and any and all other amounts due Obligees by Principal pursuant to any collective bargaining agreement, any plan or trust document of any of the Obligees, or any provision of ERISA. This Surety Bond shall remain in effect for the period \_\_\_\_\_ through \_\_\_\_\_ and shall continue in full force and effect from year to year thereafter unless written notice of desire to terminate or modify shall be given by either party at least sixty (60) days prior to the expiration date above.

Now, therefore, if the Principal shall well and truly perform or cause to be performed all of its duties and obligations to Obligees and shall well and truly pay and discharge all liabilities and debts to the Obligees under any collective bargaining agreement, any trust or plan document of any of the Obligees, and any provision of ERISA, then this obligation to be null and void; otherwise to remain in full force and effect.

Provided that the Surety may terminate its liability hereunder at any time by giving ninety (90) days written notice of such termination sent through United States certified mail, return receipt requested, to each of the Obligees. The Surety shall not be discharged from any liability already accrued under this Surety Bond, or which shall accrue before the expiration of this ninety (90) day period.

Executed under seal by the parties hereto, by and through their duly authorized representatives, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

PRINCIPAL:

SURETY:

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

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

Its: \_\_\_\_\_

Its: Attorney-in-fact \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

(SEAL)

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