

that provides for the payment of contributions by such Employer to the Committee of like Joint apprenticeship or Training Committee.

6. Breach of this Agreement. It will constitute an immediate breach of this Agreement if the Apprentice accepts employment in the Plumbing and Pipefitting Industry from an Employer who does not have a collective bargaining agreement which provides for the payment of contributions to the Committee or like Joint Apprenticeship Committee.

7. Repayment by In-Kind Credits: An Apprentice, who works pursuant to a collective bargaining agreement for an Employer making payments to the committee or a like Joint Apprenticeship Committee or Training Committee, will receive a credit for each calendar year of such employment in accordance with the repayment schedule set out in the Promissory Note attached hereto as Exhibit 1, and all subsequent Promissory Notes signed by the Apprentice. The amount due the e Committee for the Scholarship Loan will be reduced by such amount in accordance therewith.

8. All Amounts Due and Payable if Breach Occurs: If the Apprentice breaches this Agreement, all amounts due and owing on the Scholarship Loan, reduced by an credit received by the Apprentice pursuant to Paragraph 7 hereof, or by any cash payments made, will become immediately due and payable, together with interest at the prime interest rate then prevailing at the NBD Bank in Hamond, Indiana, from the date of this Agreement, and all costs of collection hereof, including reasonable attorneys' fees and all court costs. The Apprentice hereby agrees and covenants to accept personal service and jurisdiction of any competent court determined by the Committee by the mailing of a copy of the complaint brought pursuant to this Agreement to the current address provided in Paragraph 10 hereof.

9. Waiver of Breach: An inadvertent breach of this Agreement can be waived in writing by the committee in its sole discretion, and a waiver of such inadvertent breach of this Agreement will not be unreasonably withheld by the committee.

10. Notice: All notices under this Agreement will be sent to the Committee and Apprentice as follows:

Apprentice: Stephen Rezendes  
875 W. 72<sup>nd</sup> Cl.  
Merrillville, IN 46410

Committee: Plumbers Local Union No. 307 JATC  
5638 Hohman Ave. PO Box 544  
Hammond, IN 46320

The Apprentice hereby agrees to notify promptly the Committee of any change in the Apprentice's address.

11. Plumbing and Pipefitting Industry: As used herein the term "Plumbing and Pipefitting Industry" means any and all types of work covered by collective bargaining agreements to which the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, AFL-cio (hereinafter "United Association") and/or any affiliated Local Union are a party or under the trade jurisdiction of the United Association's Constitution; or in a related building trade.

Signed and agreed to this 14 day of SEP., 1998.

By: \_\_\_\_\_  
Signature & Title Joint Apprenticeship Committee

By: [Signature]  
Apprentice

**EXHIBIT B**