



WESTERN NATIONAL
INSURANCE

The relationship company

**DUAL
OBLIGEE
RIDER**

(Concurrent Execution with
Payment and Performance
Bonds)

This Rider is executed concurrently with and shall be attached to and forms a part of Performance and Payment Bonds No. _____ (hereinafter individually referred to as "Performance Bond" or "Payment Bond", and collectively referred to as "Bonds") issued by Western National Mutual Insurance Company, (hereinafter referred to as "Surety"), as Surety, on the _____ day of _____, _____.

WHEREAS, on or about the _____ day of _____, _____, _____ (hereinafter called the "Principal"), entered into a written agreement with _____ (hereinafter called the "Primary Obligee") for the construction of the _____ (hereinafter called the "Contract"); and

WHEREAS, the Primary Obligee has requested that the Principal and the Surety execute and deliver to said Primary Obligee the Bonds in connection with the Contract; and

WHEREAS, the Primary Obligee has requested the Principal and the Surety execute and deliver this Rider to the Primary Obligee concurrently with the Bonds.

NOW, THEREFORE, the undersigned hereby agree and stipulate that

_____ shall be added to the Bonds as a named obligee (hereinafter referred to as "Additional Obligee"), subject to the conditions set forth below:

1. The Surety shall not be liable under the Bonds to the Primary Obligee, the Additional Obligee, or any of them, unless the Primary Obligee, the Additional Obligee, or any of them, shall make payments to the Principal (or in the case the Surety arranges for completion of the Contract, to the Surety) strictly in accordance with the terms of said Contract as to payments and shall perform all other obligations to be performed under said Contract at the time and in the manner therein set forth.

2. The aggregate liability of the Surety under the Performance Bond, to any or all of the obligees (Primary and Additional Obligees), as their interests may appear, is limited to the penal sum of the Performance Bond; the Additional Obligee's rights hereunder are subject to the same defenses Principal and/or Surety have against the Primary Obligee, and the total liability of the Surety shall in no event exceed the amount recoverable from the Principal by the Primary Obligee under the Contract. At the Surety's election, any payment due under the Performance Bond may be made by joint check payable to one or more of the obligees.

3. The aggregate liability of the Surety under the Payment Bond to any or all of the obligees (Primary and Additional Obligees), and to persons or entities that are entitled to make claim under the Payment Bond (hereinafter, "Claimants"), as their interests may appear, is limited to the penal sum of the Payment Bond; the Primary Obligee's and Additional Obligee's rights hereunder, if any, are subject to the same defenses Principal and/or Surety have against the Primary Obligee and/or the Claimants under the Payment Bond. At the Surety's election, any payment due under the Payment Bond may be made by joint check payable to one or more of the obligees and/or Claimants.

Except as herein modified, the Bonds shall be and remains in full force and effect.

Signed this _____ day of _____, _____.

(Principal)

By: _____

Western National Mutual Insurance Company

By: _____

, Attorney-in-Fact