

may become due, under said contract shall become payable to the Surety and shall be paid to it; and the Surety shall be subrogated to all of the rights of the Principal.

SECOND: That no action, suit or proceedings, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless the same be brought or instituted and process served upon the Surety within six months after completion of the work mentioned in said contract, whether such work be completed by the Principal, Surety or Obligee; but if there is any maintenance or guarantee period provided in the contract, and for which said Surety is liable, an action for maintenance may be brought within three months from the expiration of the maintenance period, but not afterwards.

THIRD: That the Surety shall not be liable for any damages resulting from strikes or labor difficulties, mobs, riots, fire, the elements, or Act of God, nor for the repair or reconstruction of any work or materials damaged or destroyed by any of such causes.

FOURTH: That the Obligee shall faithfully perform all the terms, covenants and conditions of such contract on the part of the Obligee to be performed; that the Obligee shall retain that proportion, if any, which such contract specifies the Obligee shall or may retain of the value of all work performed or materials furnished in the prosecution of such contract; but the Principal hereby agrees that the Obligee may retain at least ten percentum of such value, regardless of whether or not the contract provides for a retainage, and the Obligee agrees that it will retain at least the said ten percentum until the complete performance of all the terms, covenants and conditions of said contract on the Principal's part to be performed; that no change shall be made in the plans, specifications, terms, covenants and conditions of such contract which shall increase the amount to be paid the Principal more than twenty percentum of the penalty of this instrument without the written consent of the Surety.

FIFTH: That none of the conditions or provisions contained in this instrument shall be deemed to have been waived by or on behalf of the Surety, unless the waiver be clearly expressed in writing over the signature of its president or vice-president, attested by its secretary or assistant secretary; that no right of action shall accrue upon or by reason hereof to or for the use or benefit of anyone other than the Obligee named herein; and that no interest herein or right of action hereon shall be assigned without the prior consent in writing of the Surety.

IN WITNESS WHEREOF the said Principal and Surety have signed and sealed this instrument this 16th day of June, 1930.

Wilson & Justesen (SEAL)

By M.C. Justesen (SEAL)

(Aetna & Casualty Company
Seal)

The Aetna Casualty and Surety Company,

By J. N. Julian Resident Vice-President

ATTEST: F. J. Morgan
Resident Assistant Secretary

Countersigned:

H. W. Roach
Wyoming Resident Agent.

BOND NO. SB-355297

THE AETNA CASUALTY AND SURETY COMPANY
HARTFORD, CONN.

Contract Bond \$7,820.00

On behalf of Mads C. Justesen and John L. Wilson in favor of New York Lake Irrigation District.

Filed Dec. 29, 1930.

C. C. Feltner, Clerk of Court.

THE STATE OF WYOMING, } ss.
County of Sublette }

I, C. C. Feltner clerk of the Third Judicial District Court within and for the County and State aforesaid, do hereby certify the foregoing to be a true and complete copy of Contract Bond given by Wilson & Justesen to New York Lake Irrigation District, in the Matter of the New York Lake Irrigation District, File No. 148.

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand and affixed the official seal of said Court at my office in Pinedale, Wyoming, this 31st day of December, A. D. 1930.

(District Court Seal)

C. C. Feltner
Clerk of District Court.