

**EXHIBIT 19-C**

**FORM OF MULTIPLE OBLIGEE RIDER**

**(Payment Bond)**

**MULTIPLE OBLIGEE RIDER**

This Rider is executed concurrently with and shall be attached to and form a part of Payment Bond No. \_\_\_\_\_.

WHEREAS, on or about the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, (hereinafter called the "Principal"), entered into a written agreement bearing the date of \_\_\_\_\_, 20\_\_\_\_ hereinafter called the "Contract" with \_\_\_\_\_, (hereinafter called the "Primary Obligees") for the performance of [design and construction work][O&M during construction work] for the I-69 Section 5 Project (the "Project"); and

WHEREAS, the Primary Obligees requires that Principal provide a payment bond and that the Indiana Finance Authority, a public agency of the State of Indiana ("IFA"), \_\_\_\_\_ and \_\_\_\_\_ be named as additional obligees under the payment bond; and

WHEREAS, Principal and the Surety have agreed to execute and deliver this Rider concurrently with the execution of Payment Bond No. \_\_\_\_\_ (hereinafter referred to as "Payment Bond") upon the conditions herein stated.

NOW, THEREFORE, the undersigned hereby agree and stipulate as follows:

IFA, \_\_\_\_\_, and \_\_\_\_\_ are hereby added to the Payment Bond as named obligees (hereinafter referred to as "Additional Obligees").

The Surety shall not be liable under the Payment Bond to the Primary Obligees, the Additional Obligees, the claimants under the Payment Bond, or any of them, unless the Primary Obligees, the Additional Obligees, 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) in accordance with the terms of the Contract as to payments and shall perform all other obligations to be performed under the Contract in all material respects at the time and in the manner therein set forth such that no material default by the Primary Obligees shall have occurred and be continuing under the Contract.

The aggregate liability of the Surety under this Payment Bond, to any or all of the obligees, is limited to the penal sum of the Payment Bond. The Additional Obligees' rights hereunder are subject to the same defenses Principal and/or Surety have against the Primary Obligees and/or the claimants under the Payment Bond, provided that the Additional Obligees have received notice and 30 days prior opportunity to cure breach or default by the Primary Obligees under the Contract.

The Surety may, at its option, make any payments under the Payment Bond by check issued jointly to all of the obligees.

In the event of a conflict between the Payment Bond and this Rider, this Rider shall govern and control. All references to the Payment Bond, either in the Payment Bond or in this Rider, shall include and refer to the Payment Bond as supplemented and amended by this Rider. Except as herein modified, the Payment Bond shall be and remains in full force and effect.

Signed, sealed and dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

(Title)

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

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

, Attorney-in-Fact