

**SUBCONTRACT PERFORMANCE BOND**

**Bond No. PB00499800013**

KNOW ALL BY THESE PRESENTS, That we, Artector, Inc.  
7354 SE Johnson Creek Blvd., Portland, OR 97206

(Here insert the name and address, or legal title, of the Subcontractor)

As Principal, herein called Principal, and Philadelphia Indemnity Insurance Company, a corporation of the State of Pennsylvania, as Surety, herein called Surety, are held and firmly bound unto Andersen Construction  
900 Poplar PL South, Seattle, WA 98144

(Here insert the name and address, or legal title, of the General Contractor)

as Obligee, in the amount of Two Million One Thousand Seven Hundred Forty-three And No/100THS Dollars (\$2,001,743.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated 2/4/2016 entered into a subcontract with Obligee for Andersen Construction Company - Yesler Terrace Phase IIB, 221 10th Avenue, Seattle, WA 98122, Subcontract No. 140003014 ~ \$2,001,743.00

which subcontract is by reference made a part hereof, and is referred to as subcontract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly and faithfully perform said subcontract, then this obligation shall be null and void; otherwise to remain in full force and effect.

The Surety hereby waives notice of any modification or amendment to the Subcontract made in accordance with the terms thereof, and any alteration or extension of time made by or through the General Contractor.

Whenever Principal shall be, and be declared by Obligee to be in default under the subcontract, the Obligee having performed Obligee's obligations thereunder:

- (1) Surety may promptly remedy the default subject to the provisions of paragraph 3 herein, or;
- (2) Obligee after reasonable notice to Surety may, or Surety upon demand of Obligee, may arrange for the performance of Principal's obligation under the subcontract subject to the provisions of paragraph 3 herein;
- (3) The balance of the subcontract price, as defined below, shall be credited against the reasonable cost of completing performance of the subcontract. If completed by the Obligee, and the reasonable cost exceeds the balance of the subcontract price, the Surety shall pay to the Obligee such excess, but in no event shall the aggregate liability of the Surety exceed the amount of this bond. If the Surety arranges completion or remedies the default, that portion of the balance of the subcontract price as may be required to complete the subcontract or remedy the default and to reimburse the Surety for its outlays shall be paid to the Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the subcontract. The term "balance of the subcontract price," as used in this paragraph, shall mean the total amount payable by Obligee to Principal under the subcontract and any amendments thereto, less the amounts heretofore properly paid by Obligee under the subcontract.

Any suit under this bond must be instituted before the expiration of two years from date on which final payment under the subcontract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Obligee named herein or the heirs, executors, administrators or successors of the Obligee.

Signed and sealed this 9th day of May, 2016.

In the presence of:

Artector, Inc. (Seal)  
Principal

By [Signature]

[Signature]  
Emily Jovanovich, Witness

Philadelphia Indemnity Insurance Company  
Surety

By [Signature]  
Tamara A. Ringeisen Attorney-in-Fact



**SUBCONTRACT PAYMENT BOND**

KNOW ALL BY THESE PRESENTS, That we, Artector, Inc.

7354 SE Johnson Creek Blvd., Portland, OR 97206

(Here insert the name and address, or legal title, of the Subcontractor)

as Principal, herein called Principal, and Philadelphia Indemnity Insurance Company, a

corporation of the State of Pennsylvania, as Surety, herein called Surety, are held and firmly bound unto

Andersen Construction 900 Poplar PL South, Seattle, WA 98144

(Here insert the name and address, or legal title, of the General Contractor)

as Oblige, herein called Oblige, for the use and benefit of claimants as herein defined, in the amount of \_\_\_\_\_

Two Million One Thousand Seven Hundred Forty-three And No/100THS Dollars (\$2,001,743.00)),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated 2/4/2016 entered into a

subcontract with Oblige for Andersen Construction Company - Yesler Terrace Phase IIB, 221 10th Avenue, Seattle, WA

98122, Subcontract No. 140003014 ~ \$2,001,743.00

which subcontract is by reference made a part hereof, and is referred to as subcontract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Principal shall promptly make payment to all Claimants as herein defined, for all labor and material used or reasonably required for use in the performance of the Subcontract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A Claimant is defined as one having a direct contract with the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract.
2. The above-named Principal and Surety hereby jointly and severally agree with the Oblige that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such Claimant's work or labor was done or performed, or materials were furnished by such Claimant, may sue on this bond in the Claimant's own name for such sums as may be justly due Claimant.
3. No suit or action shall be commenced hereunder by any Claimant:
  - (a) Unless Claimant shall have given written notice to any two of the following: The Principal, the Oblige, or the Surety above named, within ninety (90) days after such Claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made.
  - (b) After the expiration of one (1) year following the date on which Principal ceased work on said Subcontract.
  - (c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this 9th day of May 2016

In the presence of:

Artector, Inc. (Seal)  
By [Signature] Principal

By: [Signature]  
Emily Jovanovich, Witness

Philadelphia Indemnity Insurance Company Surety  
By [Signature]  
Tamara A. Ringeisen Attorney-in-Fact

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Carley Espiritu, Christopher Kinvon, Cynthia L. Jay, Eric A. Zimmerman, James B. Binder, Jamie Diemer, Jennifer L. Snyder, Julie R. Truitt, Karen Swanson, Kyle Joseph Howat, Aliceon A. Kelter, Tamara A. Ringeisen and Annelies M. Richie of Bratrud Middleton Insurance Brokers, Inc. dba Propel Insurance, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$25,000,000.00**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1<sup>st</sup> day of July, 2011.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

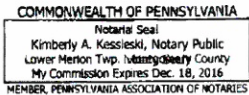
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 10<sup>TH</sup> DAY OF JUNE 2013.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 10<sup>th</sup> day of June 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public: \_\_\_\_\_  
residing at: Bala Cynwyd, PA  
My commission expires: December 18, 2016

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 10<sup>TH</sup> day of June 2013 true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof, I have subscribed my name and affixed the facsimile seal of each Company this 9th day of May, 2016



Edward Sayago, Corporate Secretary  
**PHILADELPHIA INDEMNITY INSURANCE COMPANY**