

SURETY LABOR AND MATERIAL PAYMENT BOND

BOND NO. 104351056

KNOW ALL BY THESE PRESENTS:

That KOGA ENGINEERING & CONSTRUCTION, INC. as Contractor, hereinafter called Principal, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA as Surety, hereinafter called Surety, a corporation(s) authorized to transact business as a surety in the State of Hawaii, are held and firmly bound unto the State of Hawaii, its successors and assigns, hereinafter called Obligee, in the amount of THREE MILLION THREE HUNDRED TWENTY TWO THOUSAND SIX HUNDRED FIFTY THREE AND 60/100 Dollars (\$ 3,322,653.60 ), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above-bound Principal has entered into a Contract with Obligee dated July 26, 2004 for "KUHIO HIGHWAY IMPROVEMENTS, EXTENSION OF TEMPORARY KAPAA BYPASS ROAD, KUHIO HIGHWAY TO OLOHENA ROAD, KAUAI, PROJECT NO. 56A-03-00" hereinafter called Contract, which Contract is incorporated herein by reference and made a part hereof.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly make payment to any Claimant, as hereinafter defined, for all labor and materials supplied to the Principal for use in the performance of the Contract, then this obligation shall be void; otherwise to remain in full force and effect.

1. Surety to this Bond hereby stipulates and agrees that no changes, extensions of time, alterations, or additions to the terms of the Contract, including the work to be performed thereunder, and the specifications or drawings accompanying same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, extensions of time, alterations, or additions, and agrees that they shall become part of the Contract.

2. A "Claimant" shall be defined herein as any person who has furnished labor or materials to the Principal for the work provided in the Contract.

