Bond No. _____

SUBCONTRACT PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that _____
_____ (Name, address and telephone) as Principal, hereinafter called the Subcontractor, and _____
_____ (Name, address and telephone) as Surety, hereinafter called the Surety, are held and firmly bound unto M. B. KAHN CONSTRUCTION CO., INC.; PO BOX 1179; COLUMBIA, SC 29202 as Obligee, hereinafter called the Contractor, in the amount of _____ Dollars ($_____), for the payment whereof the Subcontractor and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has been awarded a contract (hereinafter called the "Prime Contract"), by _____
_____ for the construction of _____ and;

WHEREAS, the Subcontractor has entered into a written Subcontract with the Contractor, dated _____ to perform, as the Subcontractor, certain portions of the work in connection with the Prime Contract, consisting of _____
_____ which Subcontract is hereby referred to and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Subcontractor shall promptly make payment in full to all persons supplying labor, materials or equipment or any other goods or services in the prosecution of the work provided for in the Subcontract and any and all modifications of the Subcontract that may hereafter be made, and shall indemnify and save harmless the Contractor of and from any and all loss, damage, and expense, including costs and attorney's fees, which the Contractor may sustain by reason of failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Subcontractor and the Surety agree that no change, extension of time, alteration, addition, omission, or other modification of the terms of either the Subcontract or the Prime Contract, or both, or in the said work to be performed, or in the specifications, or in the plans, or any forbearance on the part of either the Contractor or Subcontractor to the other, shall in anywise affect its obligation on this Bond, and it does hereby waive notice of any such changes, extensions of time, alterations, additions, omissions, and other modifications.

The Subcontractor and the Surety agree that this Bond shall inure to the benefit of all persons supplying labor, materials or equipment in the prosecution of the work provided for in the Subcontract, as well as to the Contractor, and that such persons may maintain independent actions upon this Bond in their own names. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Subcontract, architectural and engineering services required for performance of the work of the Subcontractor, and health, welfare and fringe benefits, federal, state and local taxes, delay and impact damages, and all other items for which either a mechanic's lien or payment bond claim may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

Signed and sealed this _____ day of _____, 20_____.

SUBCONTRACTOR AS PRINCIPAL: Corporate Seal	**SURETY:** Corporate Seal
_____	_____
Company	Company
_____	_____
Signature	Signature
_____	_____
Name and Title	Name and Title
_____	_____
Witness	Witness

AGENT or BROKER: For Information Only

Name: _____

Address: _____

Telephone: _____