Bond Number: _____

Effective Date: _____

ESCROW DEPOSITORY BOND

CHAPER 449
HAWAII REVISED STATUTES

ACKNOWLEDGEMENT OF EXECUTION FOR PRINCIPAL AND SURETY MUST BE ATTACHED

KNOW ALL MEN BY THESE PRESENTS

THAT WE _____

of _____, State of Hawaii, as

PRINCIPAL, and _____

as SURETY, duly authorized to do business in this State, are held and firmly bound unto the Commissioner of Financial Institutions of the State of Hawaii and his or her successors in office, as Obligee for the use of the Commissioner of Financial Institutions and of any person or persons who may have a cause of action against the Principal under the provisions of Chapter 449, Hawaii Revised Statutes, in the sum of One Hundred Thousand Dollars ($100,000.00) in lawful money of the United States of America, for the payment of which sum well and truly to be made, we hereby bind ourselves, our heirs, executors, administrators, successors, and assigns jointly by and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the above bounden Principal has been granted a license under the provisions of Chapter 449, Hawaii Revised Statutes, to conduct an Escrow Depository business as defined therein, in the State of Hawaii;

NOW, THEREFORE, if the said Principal shall honestly, faithfully and with diligence apply all funds, other consideration, or property and instruments affecting title in accordance with the instructions under the same were deposited with said Principal, and will promptly account for the same, and shall satisfy all judgments and decrees which may be recovered against said Principal in any action or proceeding brought under and by virtue of the provisions of Chapter 449, Hawaii Revised Statutes, then the above obligations shall be null and void; otherwise they shall be and remain in full force and effect.

AND, as provided in Chapter 449, Hawaii Revised Statutes, the Commissioner of Financial Institutions, or any person who has been or claims to have been injured by the breach of the above mentioned conditions shall have a right of action to recover on this bond, but the aggregate liability of the Surety for all breaches of the conditions of this bond shall, in no event, exceed the amount of this bond.

AND, the Surety, herein named, may cancel this bond and be relieved of any future accruing liability hereunder by giving sixty (60) days notice in writing of its desire to do so to the Obligee.

ESCROW DEPOSITORY BOND

IN WITNESS WHEREOF, we, the said Principal and the said Surety, have hereunder set our hands and seals this _____ day of _____ A.D. _____.

_____
PRINCIPAL

(SEAL)

BY: _____

_____
SURETY

(SEAL)

BY _____
Attorney in Fact