

COMMONWEALTH OF KENTUCKY
Department of Education
Office of District Support Services

Bond of Depository for Public School Funds

The undersigned, Independence Bank of Owensboro, Kentucky, hereinafter referred to as the Depository, hereby acknowledges itself bound to the Commonwealth of Kentucky, and the Henderson County Board of Education, in the penal sum of 103% of current daily balances, as depository of the Henderson County Board of Education, shall well and truly discharge the duties of said office according to law, account for, to the proper authorities, and pay over to all parties legally entitled thereto on proper warrants all funds that may come into its hands as Depository of the Board of Education aforesaid for a maximum of 2 years, beginning July 1, 2011.

As collateral for this undertaking the undersigned hereby pledges obligations guaranteed by the US Government, obligations of the Commonwealth of Kentucky, Kentucky school improvement and school building revenue bonds and/or letters of credit issued by federal home loan banks (type of collateral** - attach portfolio) in the principal sum of 103% of current daily balances deposited in escrow, if needed, with the Independent Bankers Bank of Dallas, Texas, hereinafter referred to as the Escrow Agent, evidenced by the safekeeping receipt filed in the offices of the local board of education, provided, however, that at no time shall the amount of collateral be reduced without the execution of a new bond which shall have prior approval by the Kentucky Department of Education, Division of School Finance, Frankfort, Kentucky.

The undersigned, the Depository, hereby reserves the right unto itself, (1) to detach and collect for its own use and benefit all coupons of said bonds as they mature; (2) to substitute for any of said bonds, other United States Government bonds and/or Kentucky School Revenue Bonds of the same face or par value; (3) to terminate all liability under this bond and escrow deposit by giving thirty (30) days notice, in writing, of its intention to do so to the chairperson of the Henderson County Board of Education, by registered mail, addressed to such chairperson at Henderson, Kentucky, and to the chairperson of the Kentucky Board of Education, by registered mail, addressed to such chairperson at Frankfort, Kentucky. Within the thirty days, the Depository shall make statements with the board, pay over all funds in its hand to the board, and exhibit to the Escrow Agent a copy of the settlement, duly receipted by the secretary and chairperson of the board. The Board of Education shall cancel this bond only by giving thirty (30) days notice in writing, of its intention to do so, to the Depository, by registered mail, and to the chairperson of the Kentucky Board of Education by registered mail.

It is further conditioned that liability of this bond in not to be effectual until Federal Deposit Insurance protection is exhausted.

IN WITNESS WHEREOF, the undersigned has caused its corporate name to be subscribed and its corporate seal to be affixed hereof, this 16th day of June, 20 11.

Name of Bank Independence Bank of Kentucky

By (Bank Official) J. Scott Title Investment Officer

We hereby certify to the Commissioner of Education that the bond appearing hereon is a true copy of the bond executed and delivered by the Depository of this Board of Education, and it was approved by the _____

Board of Education on _____, 20____.

Chairperson _____ Secretary _____

** This collateral shall consist of investments that conform to KRA 41.240 and KRS 66.480.
*** May not be less than penal sum.