

Bond Number: \_\_\_\_\_

**STATE OF OHIO DEPOSITORY BOND**  
**Ohio Revised Code (“R.C.”) 135.18**

**KNOW ALL MEN BY THESE PRESENTS:**

That \_\_\_\_\_, with its principal office at, \_\_\_\_\_ as Principal (hereinafter “Principal”) and \_\_\_\_\_, a corporation organized and existing under the laws of the State of \_\_\_\_\_ and duly authorized to transact business within the State of Ohio, as Surety (hereinafter “Surety”) are held and firmly bound unto **Treasurer of State of Ohio, 30 East Broad Street, 9<sup>th</sup> Floor, Columbus, OH 43215-3461, ATTN: DIRECTOR OF TRUST** as Obligee (hereinafter “Obligee”) in the penal sum of the full amount of deposits in all accounts in the name of Obligee held by Principal; Surety’s obligation, however, is in no event to exceed the penal sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_), unless increased under Condition 2 below, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, in accordance with the provisions of the Uniform Depository Act of Ohio (R.C. Chapter 135), Principal has accepted a deposit(s) of public moneys from Obligee.

NOW, THEREFORE, the condition of this obligation is such that Principal shall pay over directly on order or warrant of Obligee or other lawful authority, the public funds so deposited with Principal; subject to the terms and conditions of the aforesaid account(s); then this obligation shall be null and void, otherwise to remain in full force and effect, subject, however, to the following conditions:

1. The term of this bond begins on the \_\_\_\_\_ and ends, as to all liability on the part of Surety, thirty (30) days following receipt of written notice of cancellation by any party.
2. In the event of the failure of Principal to satisfy the conditions stated above, this shall constitute default by Principal under the terms of this bond. Obligee shall give Surety written notice of Principal’s default within ten (10) days thereafter sent by Registered Mail to Surety at its office located:  
  
\_\_\_\_\_

Within ninety (90) days of said default Obligee shall send a verified statement of the facts, showing such default and the date thereof, delivered by Registered Mail to Surety at the above address.

Within five (5) business days, upon Surety’s verification, of receipt of such verified statement of the facts, Surety will pay the amount of Principal’s obligation to the Obligee,

by Registered Mail to the address noted above. Surety's verification and check issuance period shall not exceed thirty (30) days.

If payment is not made to Obligee within five (5) business days of receipt of notice of default, Surety shall pay, in addition to the original obligation, interest which shall accrue on the obligation at a rate equal to the Federal Funds Rate as publicly announced to be in effect from time to time, such rate to be adjusted on the effective date of any change in such Federal Funds Rate.

3. It is understood that the coverage provided by Surety shall respond only as excess over the Federal Deposit Insurance Corporation's limit of liability.
4. That no suit, action or proceedings shall be brought or instituted against Surety after the expiration of one (1) year after such default.
5. That Surety or Principal may cancel this bond at any time by giving thirty (30) days notice in writing by registered mail to all parties, including Obligee, but such cancellation or termination shall not affect liability incurred or accrued prior to the effective date of such written notice.

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ Day of \_\_\_\_\_ (Month, Year)

By: \_\_\_\_\_  
(Bank Official's Signature)

By: \_\_\_\_\_  
(Surety Official's Signature)

\_\_\_\_\_  
(Bank Official's Printed Name and Title)

\_\_\_\_\_  
(Surety Official's Printed Name and Title)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Telephone Number)