

**BANKRUPTCY DEPOSITORY BOND IN FAVOR OF THE UNITED STATES
(11 U.S.C. § 345)**

Bond #: _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ (the "Principal"), with its principal office at _____, which acts as a depository bank for certain funds of bankruptcy estates administered under chapters 7, 11, 12, or 13 of title 11 of the United States Code (the "Bankruptcy Code") in the United States District Court for the _____ District of _____, including the United States Bankruptcy Court for said district (collectively, the "Court"), as Principal, *and* _____ (the "Surety"), with its principal office at _____, and duly authorized to transact business in the state of _____, as Surety, are held and firmly bound, in conformity with 11 U.S.C. § 345, unto the United States of America in the aggregate penal sum of _____ Dollars No/100-dollars (\$_____), for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, successors, assigns, and our administrators, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, certain persons serve as trustees in cases arising under chapters 7, 11, 12, or 13 of the Bankruptcy Code (the "Trustees"), and certain persons remain in control of estates in certain reorganization cases under chapter 11 of the Bankruptcy Code (the "Debtors-in-Possession"); and

WHEREAS, certain Trustees and/or Debtors-in-Possession have asked the Principal to act as a depository for certain monies belonging to the bankruptcy estates being administered in the cases pending before the Court; and

WHEREAS, the Principal and the Surety must comply with 11 U.S.C. § 345;

NOW THEREFORE, the condition of the above obligation is such that if the Principal shall faithfully account for and repay all monies deposited with the Principal, as a depository for monies belonging to the bankruptcy estates being administered by the Trustees and Debtors-in-Possession in bankruptcy cases pending before the Court, and if the Principal also shall faithfully fulfill all of its obligations under 11 U.S.C. § 345, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject to the following conditions:

1. In the event of the failure of the Principal to satisfy the conditions above during the period of this bond ("Default"), the United States Trustee, on behalf of the United States of America, shall make reasonable efforts to provide written notice to the Surety to:

Attention: _____

Failure to provide notice shall not constitute a waiver of the United States' rights or the rights of those on whose behalf the United States may be acting.

2. The Surety need not make payment under this bond on that portion of any deposit held by the Principal that is paid by the Federal Deposit Insurance Corporation as a deposit pursuant to title 12 of the United States Code.
3. The Surety may cancel this bond at any time by giving ninety (90) days notice in writing by registered mail to the United States to:

United States Trustee
Region _____

In the event such notice is sent, the Surety's liability under this bond shall terminate at the expiration of ninety (90) days from the date of receipt of such notice, but such termination shall not relieve the Surety of liability for Defaults arising prior to the effective date of such cancellation.

The Principal and the Surety agree that they shall not amend, modify, or vary any term of this bond, including, but not limited to, the amount of the penal sum, without the prior written consent of the United States Trustee for Region ____.

The Surety hereby represents and warrants that it is an acceptable Surety under, and is in full compliance with, sections 9304 and 9308 of title 31 of the United States Code and Treasury Department Circular 570. Surety hereby binds itself to notify the United States Trustee for Region __ immediately if, for any reason, it should cease being in full compliance with either section 9304 or 9308 of title 31 of the United States Code or with Treasury Department Circular 570.

Signed, Sealed and Dated this ___ of _____, _____.

By: _____
President [of the Principal]

By: _____
Attorney-In-Fact [of the Surety]