

DEPOSITORY PLEDGE AGREEMENT

This Agreement is entered into by the United States Trustee Region 5 (the "UST5") and _____ (collectively with all of its subsidiaries and affiliates, "the Bank" or the "Depository").

WITNESSETH:

WHEREAS,

A. The Bank maintains or is agreeable to maintaining deposits of bankruptcy estate funds or other financial assets belonging to bankruptcy debtors whose cases are under the jurisdiction of the UST5, or deposit of estate funds by bankruptcy trustees (the "Trustee" or "Trustees" appointed or elected in cases under Title 11 of the United States Code, including debtors in possession);

B. Unless otherwise excused by a bankruptcy court, 11 U.S.C. §345 requires all such deposits of bankruptcy estate funds to be collateralized by a Depository pledge of either a corporate surety bond under 11 U.S.C. §345(b)(1), *or* securities of the kind specified in 31 U.S.C. §9303 and 31 CFR §380:

C. 31 CFR §225, which became effective in February of 2003, constitutes the controlling regulation with respect to statutorily imposed collateralization of bankruptcy estate funds deposited with the Bank, and the parties hereto desire to enter into an agreement that is consistent with all controlling law and regulations as described in these recitals;

D. Under 31CFR §225, the UST5, as the responsible government "agency" under the regulation, shall determine the amount of necessary collateral. This amount is called in the regulation the "Amount To Be Collateralized" or the "ATBC". The UST5 shall then inform the National Customer Service Area (the "NCSA") of the Federal Reserve Bank of St. Louis (the "SL-FRB") or any successor of the SL-FRB, of any collateral excess or shortfall in the Pledgor Security Account (the "PSA");

E. After receiving updated information with respect to the ATBC from the UST5, the NCSA shall if necessary, contact the Bank's collateralization department and require additional collateral to be pledged to the PSA maintained by the Bank at the SL-FRB for the benefit of the UST5 so that the ATBC regains collateralization in accordance with 31 U.S.C. §9303(a)(2);

THEREFORE,

In consideration of the foregoing and of the mutual covenants herein contained, it is agreed that:

1. The Parties hereto agree that 31 CFR §225 and the other statutes and regulations cited above constitute the controlling body of law with respect to this Agreement and to the collateralization of bankruptcy estate accounts maintained at the Bank.

2. The Bank warrants that it is the legal and actual owner, free and clear of all liens and claims, of the securities pledged or to be pledged or to be deposited in or credited to the PSA pursuant to this agreement (hereinafter referred to as the "Pledged Securities"). The bank shall provide the appropriate bond pursuant to 11 U.S.C. §345(b)(1) or shall deposit with the SL-FRB securities of the kind specified in 31 U.S.C. §9303 and 31 CFR §380, equaling one hundred percent (100%) of the amount by which each estate balance exceeds FDIC insurance limits.¹ If the bankruptcy estate has more than one account (e.g., a payroll account and a general operating account or checking account and Certificate of Deposit), the appropriate bond pursuant to 11 U.S.C. §345(b)(1) must be provided or securities must be pledged to protect the amount by which the total of all of these accounts exceeds federal insurance limits.

3. The Bank covenants to provide the UST5 with a report of all accounts containing assets owned by bankruptcy estates under UST5 jurisdiction (the "Report") on a monthly basis for each account of a Trustee or of a debtor in possession held by the Bank. The report is to be provided to the UST5 at the appropriate address listed on attachment #2 to the attention of the party handling authorized depository agreements within **15 days** of the close of the monthly accounting period of each account. This report is in addition to any statement sent to the Trustee. The report shall include all bankruptcy estate funds on deposit in checking accounts, savings accounts, certificates of deposit, money market accounts, and any other type account and show, at a minimum, the account name (including the name of the trustee if any, the name of the debtor(s) and the case number), account number, accounting period, month end account balance, average monthly available balance, and shall designate the pledged securities. All Chapter 7 bankruptcy accounts shall be reported until the accounts are closed. Chapter 11, Chapter 12, and 13 accounts should be reported until the case is closed.

4. The Bank grants to the UST5, and to the extent necessary, also to the SL-FRB, a security interest in the PSA and its contents, and pledges to the UST5, through its agent, the SL-FRB, the pledged securities as collateral for repayment of deposits of any bankruptcy estate funds at the Bank. In the event that the bankruptcy estate funds are withdrawn from the Bank, the UST5 shall release the security interest in the pledged securities in the dollar amount necessary to reduce the total amount of pledged securities to the ATBC and will authorize the SL-FRB to release and deliver pledged securities from the PSA back to the Bank.

¹ Any provision of this agreement that refers to the dollar amount of Pledged Securities shall mean the facial par value.

5. Consistent with 31 CFR §225, in the event that the Bank receives notification from the UST5 via the NCSA that pledging of additional collateral is necessary to secure 100% of the ATBC, then the Bank, within two (2) business days, shall deliver or pledge additional Pledged Securities in the facial par amount necessary to raise the total dollar amount of the Pledged Securities held in the PSA to an amount greater than or equal to the ATBC. Likewise, the Bank agrees to monitor the par evaluation of all Pledged Securities on a daily basis and, in the event of a decline in the facial par value of any Pledged Security, to pledge unilaterally, i.e., with no prompting from the UST5 or the NCSA, additional Pledged Securities in the dollar amount necessary to secure 100% of the ATBC within two (2) business days of any such change in the par evaluation of an Pledged Security. At all times during which this Agreement is in effect, the dollar amount of the pledged securities shall be greater than or equal to the amount of required collateral.

6. The Bank may substitute securities of which it is the legal and actual owner, free and clear of all liens and claims, for all or any part of the pledged securities so long as such substitute securities are acceptable under 31 U.S.C. §9303, 31 CFR §380 and the United States Trustee Program. After notification of a substitution from the SL-FRB, the UST5 may object to the substitution, and may in his or her sole discretion, require that the substitution be rescinded. In such event, the Bank agrees to withdraw the securities and to substitute other securities acceptable to the UST5.

7. If the Bank fails to pay bankruptcy estate funds which are on deposit in accordance with the terms of such deposit; or if the Bank fails or suspends active operations, the deposit shall become due and payable immediately, and the UST5 shall have the right to unilaterally demand delivery of all Pledged Securities. The UST5 shall also have the right to sell the Pledged Securities at any public or private sale at his/her option without advertising such sale, upon not less than three (3) business days notice to the Bank and SL-FRB. In the event of such sale, the UST5, after deducting all expenses and other costs, including reasonable attorney's fees, from the proceeds of such sale, shall apply the remainder to any one or more of the liabilities of the Bank to bankruptcy estates and shall return the surplus, if any, to the Bank.

8. When requested, the Bank shall release any and all information pertaining to bank accounts, deposits, instruments, transactions, and withdrawals of funds entrusted or appertaining to the Trustees, to the UST5 or his or her designee in the performance of their official duties. On request of the UST5, the Bank shall freeze any or all Trustee bankruptcy case accounts until notified that the freeze is to be released by the UST5.

9. The Bank shall provide further information including but not limited to, copies of statements, deposits slips, checks and account agreements as the UST5 may from time to time require in his or her official duties, at no cost to the UST5.

10. For any account established by a Chapter 7 Trustee, the Bank shall waive any and all service, analysis and/or bank charges or fees and fees for printed checks. Normal bank charges

may be imposed upon Chapter 11 debtor in possession (DIP) accounts, Chapter 12 Trustee accounts and Chapter 13 Trustee accounts.

11. The Bank hereby certifies and agrees, from time to time, to further certify that Trustees receive no personal benefit or favorable treatment from the Bank on non-trustee related business because of bankruptcy accounts held by Trustees at the Bank.

12. This Agreement shall be binding upon the Bank and the UST and their respective successors and assigns.

13. Pursuant to 12 U.S.C. § 1823(e)(3),(4), the Bank represents and warrants that its Board of Directors has passed a resolution authorizing and approving the execution and delivery of contracts with the United States, providing for the deposit of public funds with the Bank and the pledge of collateral by the Bank and further authorizing and approving the execution and delivery of all related contracts, including without limitation, assignments, pledge agreements and security agreements; that such resolution and authority is reflected in the Minutes of the Bank's Board of Directors; and a copy of this pledge and security Depository Agreement shall be maintained as an official record of the Bank.

14. The Agreement shall automatically continue in effect except upon thirty (30) days written notice of cancellation by one party to the other. The notices shall be served upon the parties at the addresses listed below. Delivery to a person authorized to receive notices or the mailing of the notice by registered mail or certified mail, return receipt requested, shall be sufficient service. For purposes of this paragraph, the address of the parties shall be:

(a) Office of the United States Trustee
Texaco Center
400 Poydras Street, Suite 2110
New Orleans, LA 70130

(b) _____
(Name of Bank)

(Address of Bank)

The Bank shall give notice to the account holder and the UST5 of the termination of the agreement with the UST5 and that it will no longer be an authorized depository. Within seven days of notice of termination the bank shall forward a list to the UST5 of all Trustees, case names and numbers, and accounts and a list of those notified of the termination.

15. The UST5 and the Bank agree that the Bank may pledge any security set forth in 31 U.S.C. § 9303, 31 U.S.C. §380 and acceptable to the United States Trustee Program including:

- (a) - U. S. Treasury Bonds
- (b) - U. S. Treasury Notes
- (c) - U. S. Treasury Bills, and
- (d) - Ginnie Mae originated or guaranteed securities.

16. The depository avows and declares it is insured or guaranteed by the United States or by a department, agency or instrumentality of the United States or backed by the full faith credit of the United States of all funds up to and including \$100,000.

This agreement supersedes any and all depository agreements and/or pledge agreements heretofore entered into between the UST5 and Bank; provided, however, that any pledge of securities heretofore made by Bank to the UST5 pursuant to any such earlier agreements shall continue in full force and effect. The rights of the parties with respect to the pledged collateral shall be governed by this agreement from and after the date hereof.

WITNESS the signatures of the respective officers to this agreement.

(Name of Financial Institution)

(Address)

(Telephone Number)

(Name of Authorized Contact)

(Signature of Authorized Bank Officer)

PRINTED NAME: _____

PRINTED TITLE: _____

DATE: _____

GIVEN under my hand and seal of office on this the _____ day of _____,
200____.

(Notary Public)

Copy of Corporate Resolution Authorizing Agreement and
Authorizing Signatory to Bind Applicant must be attached.

FOR THE UNITED STATES TRUSTEE:

R. MICHAEL BOLEN
UNITED STATES TRUSTEE
REGION 5, JUDICIAL DISTRICTS OF
LOUISIANA AND MISSISSIPPI

By: _____

DATE: _____

VERIFICATION OF FDIC INSURANCE

DEPOSITARY: _____

ADDRESS: _____

DATE: _____

The certification number assigned by the Federal Deposit Insurance Corporation (FDIC) to the depositary named above is:

FDIC Cert. No.: _____

This certification number is being provided to the United States Trustee by the depositary named above to enable the United States Trustee to obtain from the Federal Reserve Bank certain information regarding the securities deposited by this depositary with the Federal Reserve Bank pursuant to the Depository Pledge Agreement executed and delivered to the United States Trustee as of _____, 20__.

By: _____

Title: _____

(ATTACHMENT #2)

Region 5 consists of the judicial districts in Louisiana and Mississippi and usdoj.gov/ust/r05 is the internet address for Region 5. The three offices of the United States Trustee in Region 5 and the judicial districts served by each office are as follows:

Eastern and Middle District of Louisiana:

Office of the United States Trustee
Texaco Center, Suite 2110
400 Poydras Street
New Orleans, Louisiana 70130
Telephone: (504) 589-4018

Western District of Louisiana:

Office of the United States Trustee
300 Fannin Street, Suite 3196
Shreveport, Louisiana 71101
Telephone: (318) 676-3456

Northern and Southern Districts of Mississippi:

Office of the United States Trustee
Dr. A. H. McCoy Federal Building
100 W. Capitol Street, Suite 706
Jackson, Mississippi 39269
Telephone: (601) 965-5241

A depository is required to pledge securities for estate funds on deposit which exceed \$100,000 to the applicable following accounts at a Federal Reserve Bank:

UNITED STATES TRUSTEE, Region 5 - Eastern District of La.
UNITED STATES TRUSTEE, Region 5 - Middle District of La.
UNITED STATES TRUSTEE, Region 5 - Western District of La.
UNITED STATES TRUSTEE, Region 5 - Northern District of Miss.
UNITED STATES TRUSTEE, Region 5 - Southern District of Miss.