DEPARTMENT OF THE TREASURY
ALCOHOL AND TOBACCO TAX AND TRADE BUREAU

CONTINUING EXPORT BOND – DISTILLED SPIRITS AND WINE

(File in duplicate. See instruction below)

1. PRINCIPAL/OBLIGOR *(See instructions 2, 3, and 4)*	2. ADDRESS OF BUSINESS OFFICE *(Number, street, city, State, ZIP Code)*

3. KIND OF BOND *(Check only one)* ☐ ORIGINAL ☐ STRENGTHENING ☐ SUPERSEDING

4. TYPE OF BOND ☐ SURETY ☐ COLLATERAL: ☐ Cash ☐ Treasury Note/Bond	5. CHECK NUMBER	6. CUSIP NUMBER/MATURITY DATE

7. SURETY NAME	8. AMOUNT OF BOND	9. EFFECTIVE DATE

KNOW ALL MEN BY THESE PRESENT, That we, the above named principal/obligor and surety, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, unto the United States of America for the payment of the above amount, in lawful money of the United States.

WHEREAS, the principal/obligor intends to withdraw from time to time from the distilled spirits plants and/or bonded wine cellars herein specified, certain distilled spirits and/or wines, without payment of tax, for exportation from the United States, or for use on vessels or aircraft, or for transfer to and deposit in a foreign trade zone, or for transfer to and deposit in a customs bonded warehouse:

Now, Therefore, the conditions of this bond are

If the Principal/Obligor does not:

1. Faithfully comply with all the requirements of law and regulations pertaining to all distilled spirits and/or wines withdrawn from the bonded premises without payment of tax for exportation, or for use on vessels or aircraft, or for transfer to foreign-trade zone or for transfer to a customs bonded warehouse; and such distilled spirits or wines, or any part thereof are not exported, used or transferred, or otherwise lawfully disposed of or accounted for,
2. Or if the principal/obligor does not pay to the United States the tax imposed by law now or hereafter in force, together with penalties if any, and interest

Then the surety (or sureties) is obligated to pay to the United States the tax imposed by law now or hereafter in force, together with penalties if any, and interest.

10. *List below the name, kind of plant, plant or registry number, and address of each distilled spirits plant and/or bonded wine cellar from which withdrawals are to be made. Where this bond is given in less than the maximum penal sum to cover withdrawals from more than one premise, the principal/obligor will, (1) if he intends to withdraw both distilled spirits and wines, apportion the coverage between distilled spirits and wines, and (2) when distilled spirits are to be withdrawn from more than one premises, as to distilled spirits coverage, designate the premises at which the account with the bond is to be maintained, or allocate to each premise the amount of bond coverage. If this space is insufficient, attach appropriately identified rider.*

Plant Name	Plant Kind	Plant/ Registry Number	Address	Distilled Spirits Coverage	Wine Coverage

We, the obligors, for ourselves, our heirs, executors, administrators, successors, and assigns, do further covenant and agree that upon the breach of any of the covenants of this bond, the United States may pursue its remedies against the principal/obligor or surety independently, or against both jointly, and the said surety hereby waives any right or privilege it may have of requiring, upon notice, or otherwise, that the United States will first commence action, intervene in any action of any nature whatsoever already commenced, or otherwise exhaust its remedies, against the principal/obligor.

11. BOND EXECUTION

Witness our hands and seals this _____ day of _____, 20____. Signed, sealed and delivered in the presence of --

SURETY NAME	PRINCIPAL/OBLIGOR NAME BY:
	PRINCIPAL/OBLIGOR REPRESENTATIVE'S SIGNATURE
SURETY REPRESENTATIVE SIGNATURE	PRINCIPAL/OBLIGOR REPRESENTATIVE'S PRINTED NAME/TITLE
SURETY REPRESENTATIVE PRINTED NAME & TITLE	SIGNATURE, WITNESS 1 *(If no seal)* / SIGNATURE, WITNESS 2 *(If no seal)*

Impress Surety Seal

Alterations made on this bond before and after execution were made with the consent of the Principal _____ and Surety _____ OR Obligor _____.

CORPORATIONS/PARTNERSHIPS, OR LLC SEALS
State in which Principal/Obligor organized:

Impress Principal/Obligor's corporate or LLC seal or select the checkbox below

☐ The corporation/LLC has no seal.

Principal/ Obligor Seal

FOR TTB USE ONLY

ON BEHALF OF THE United States, I approve the foregoing bond which has been executed in due form and in compliance with the law, regulations, and instructions.

SIGNATURE APPROPRIATE ALCOHOL AND TOBACCO TAX AND TRADE BUREAU OFFICER	DATE APPROVED

INSTRUCTIONS

1. This bond must be filed in duplicate with the Office of Permitting and Taxation, Alcohol and Tobacco Tax and Trade Bureau, 550 Main St., Ste. 8970, Cincinnati, OH 45202-3222.

2. The name, including the full given name, of each party to the bond must be written in the heading thereof, and each party must sign the bond with his/her signature, or the bond may be executed in his/her name by a duly empowered attorney-in-fact.

3. In the case of a partnership, the duly authorized trade name of the firm, followed by the names of all the members thereof, must be given in the heading. In executing the bond, the firm name must be typed or written followed by the word "by" and the usual signatures of all partners, or the signature of any partner duly authorized to sign the bond on behalf of the firm, or by a duly empowered attorney-in-fact.

4. If the principal/obligor is a corporation, the heading must give the corporate name, the name of the State under the laws of which it is organized, and the location of the principal/obligor office; and the bond must be executed in the corporate name, immediately followed by the signature and title of the person duly authorized to act in its behalf.

5. If the bond is signed by an attorney-in-fact, or by one of the members for a partnership or association, or by an officer or other person for a corporation, there must be filed with the bond a duly authenticated copy of the power of attorney, resolution of the board of directors, excerpt of the bylaws, or other documents, authorizing the person signing the bond to execute it on behalf of the principal/obligor, unless such authorization has been previously filed with the Office of Permitting and Taxation, Alcohol and Tobacco Tax and Trade Bureau, in which event a statement to such effect must be attached to the bond.

6. The signature for the surety must be attested under corporate seal. The signature for the principal/obligor, if a corporation, must also be so attested if the corporation has a corporate seal. If the corporation has no seal, select the check box in Item 11. Each signature must be made in the presence of two witnesses (except where corporate seal are affixed), who must sign their names as such.

7. A bond may be given with corporate surety authorized to act as surety by the Secretary of the Treasury, or by deposit of collateral security. Lists of approved surety companies and securities acceptable as collateral in lieu of surety bonds are available from the Bureau of the Fiscal Service at *https://www.fiscal.treasury.gov*.

TREASURY COLLATERAL BONDS: If this bond is filed as a collateral bond secured by a Treasury Note or Bond in an approved Department of Treasury holding account, this bond is secured by the Treasury collateral identified on the face of the bond and any Treasury collateral resulting from roll-over of the previous Treasury collateral. The Treasury collateral identified in this bond will automatically roll over upon maturity unless the obligor notifies the Office of Permitting and Taxation at least 45 days prior to maturity.

8. If any alteration or erasure is made in any bond before the execution thereof, there must be incorporated in the bond a statement to that effect by the principal/obligor and surety or sureties; or if such alternation or erasure was made after the bond was executed, the consent of all parties thereto must be written in the bond. *(See Item 11.)*

9. The penal sum named in the bond must be in accordance with 27 CFR Part 28.

10. After approval of the bond, a copy must be returned to the principal/obligor.

11. This bond will not in any case be effective before the Effective Date shown in Item 9, but if accepted by the United States it will be effective according to its terms on and after that date without notice to the obligors: *Provided*, That if no effective date is inserted in the space provided, the date of execution will be the effective date of the bond.

PAPERWORK REDUCTION ACT NOTICE

This request is in accordance with the Paperwork Reduction Act of 1995. The information is used by the proprietor, or the proprietor and a surety company, as a contract to ensure tax payment. The information requested is required to obtain a benefit and is mandatory by statute (26 U.S.C. 5172, 5214, 5363).

The estimated average burden associated with this collection of information is 1 hour per respondent or recordkeeper, depending on individual circumstances. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be addressed to the Paperwork Reduction Act Officer, Regulations and Rulings Division, Alcohol and Tobacco Tax and Trade Bureau, 1310 G Street, NW., Box 12, Washington, DC 20005 (please do NOT mail completed forms to this address).

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a current, valid OMB control number.