

Bond Number _____

Name Of Agent ARTHUR B. LEVINE COMPANY

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Casualty and Surety Company

Home Office: 3910 Keswick Road, Baltimore, MD 21211



Bond Application
(Not To Be Used For Construction Bonds)

Section I - General Information To Be Completed By All Applicants

1. Name of Applicant:	<u>Claude Simon</u>				
<input checked="" type="checkbox"/> Individual(s)		<input type="checkbox"/> Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> S Corporation
2. Address/Telephone Number	<u>71 Tonjes Road, Callicoon, NY</u>				Zip Code <u>12723</u>
3. Social Security or Tax I. D. No.	<u>106-50-1158</u>		Annual Income \$	<u>\$120,000</u>	
4. Business/Occupation	<u>Textiles</u>				
(If Retired, list previous occupation)					
5. Kind Of Bond	<u>Administration Bond</u>		Amount \$	<u>\$540,000</u>	Effective Date <u>07/10/19</u>
6. To Whom Is Bond Given (Obligee)	<u>SURROGATE'S COURT - STATE OF NEW YORK - NASSAU COUNTY</u>				
7. Address of Obligee	<u>262 OLD COUNTRY ROAD, MTNEOLA, NY 11501</u>				
8. Has Applicant ever had a bond involuntarily terminated or cancelled?	<input type="checkbox"/> Yes. Explain: _____ <input checked="" type="checkbox"/> No _____				
9. Has Applicant or any of the Applicant's companies declared bankruptcy or become insolvent?	<input type="checkbox"/> Yes. Explain: _____ <input checked="" type="checkbox"/> No _____				
10. Has Applicant ever been convicted of a felony?	<input type="checkbox"/> Yes. Explain: _____ <input checked="" type="checkbox"/> No _____				

Statement of Applicants Assets, Liabilities and Income as of 7/9/2019*If available, attach CPA or other prepared statement. If unavailable, complete this section.***Current Assets**

Cash	<u>\$52,000</u>
Accounts Receivable (Good)	<u>0</u>
Notes Receivable (Good)	<u>0</u>
Inventory	<u>0</u>
* Stocks, Bonds, etc. (Market Value)	<u>\$580,000</u>
* Other Current Assets	
Total Current Assets	<u>\$580,000</u>
Real Estate (Homestead)	<u>\$600,000</u>
Real Estate (Other)	<u>\$700,000</u>
Other Assets and Nature thereof:	<u>\$20,000-cars</u>
Corp LLC held Real Estate	<u>\$8,000,000</u>
Total Assets	<u>\$9,952,000</u>

Current Liabilities

Accounts Payable	<u>0</u>
Notes Payable	<u>0</u>
Loans From Banks/Others	<u>0</u>
Accrued Wages and Taxes	<u>0</u>
Accruals	<u>0</u>
Other:	<u>0</u>
Total Current Liabilities	<u>0</u>
Mortgages	
Other Liabilities and nature thereof	<u>\$1,200,000</u>
Corp Real Estate Loan	
Capital Stock, if corporation (paid up)	<u>0</u>
Surplus and Undivided Profits	<u>0</u>
Total Liabilities	<u>\$1,200,000</u>

(*DESCRIBE ON SEPARATE SHEET OF PAPER)

Sales \$ _____ Gross Profit \$ _____ Net Profit \$ _____

Section II - Complete For All License, Permit, Custom, Internal Revenue and Other Miscellaneous Bonds

1. COMPLETE SECTIONS I and VIII.

2. Attach Copy of Bond or Describe Nature of Obligation In The Space Provided (Note: If bond guarantees another agreement or document, attach copy.) _____

3. Sign Application, on page 4.

Section III- Complete For All Court Bonds (e.g. Appeal, Attachment, Discharge, Attachment, Garnishment, Injunction, Release of Mechanic's Lien, Supersedeas, etc.)

1. COMPLETE SECTIONS I and VIII.

2. Exact Title of Case: _____

3. Describe Facts of Case and Nature of Legal Proceedings _____

4. List Amount of Liability, Claim Judgment, and/or Value of Property In Controversy: \$ _____

5. Describe Property Being Seized and Nature of Applicant's Interest in Same If Applicable: _____

6. Bond To Be Filed In The _____ Court of _____ County, State of _____

7. Are You Involved In Other Litigation? If yes, briefly explain. _____

8. Name/Address and Phone No. of Attorney _____

9. Sign Application, on page 4.

Section IV - Complete For Probate and Other Fiduciary Bonds (e.g. Executor, Administrator, Guardian, Conservator, Trustee, etc.)
Excluding Those filed in Bankruptcy or Insolvency Proceedings.

1. COMPLETE SECTIONS I & VIII.

2. Bond To Be Filed In The SURROGATE'S Court of NASSAU County, State of NEW YORK

3. Name Of Ward Deceased Vicki R. C. Simon Date of XX/XX/XX Death 09/30/18

4. Was a Will Found? Yes If yes, attach copy.

5. Applicant's Relationship to Ward Deceased Son

6. List All Parties Interested In The Estate (i.e. Heirs, Legatees, Devisees, Distributees or Trust Beneficiaries)

Deirdre Dore

John C. Simon

7. Name/Address and Phone No. of Attorney Mel Ginsburg, 261 Madison Ave., NY, NY 212 949 7300

8. Estate Assets: Cash \$ \$30,000, Stock and Bonds (Include Description) \$ \$680,000

Other: _____ Real Estate \$ \$700,000

9. Total Liabilities of the Estate: 0

10. Have You Given Bond In The Estate Before? Yes* No 11. Have you had prior possession of the Assets? Yes* No

12. Are You Indebted To The Estate? Yes* No 13. Is There a Going Business In The Estate? Yes* No

14. Will You Give The Surety Joint Control Over The Estate Assets? Yes No 15. Sign Application.

* (Note: IF THE ANSWER TO ANY ONE OR MORE OF QUESTIONS, 10, 11, 12 or 13 IS YES, PROVIDE COMPLETE DETAILS ON A SEPARATE SHEET OF PAPER).

Section V - Complete For All Trustees, Receivers and Other Fiduciaries In Bankruptcy and Insolvency Proceedings

1. COMPLETE SECTIONS I and VIII. (Note: List Only Total Assets and Liabilities In Section VIII.)

2. Title of Case as Docketed or Name of Bankrupt/Debtor _____

3. Total Assets of Bankruptcy/Estate _____ Total Liabilities of Bankruptcy/Estate _____

4. Will Assets be Liquidated and Distributed to Creditors or is Reorganization Anticipated? _____

5. Attach Copy of Petition For and/or Order of Appointment If Requested.

6. Sign Application and attach resume if requested.

Section VI - Complete For Lost Instrument Bond

1. COMPLETE SECTIONS I and VIII.

2. Describe Lost Instrument In Detail _____

3. Value of Lost Instrument: Par \$ _____ Market \$ _____

4. Is the Instrument Registered, and if so, in whose name? _____

5. To Whom Are Dividends Being Paid? _____

6. Are You the Absolute Owner of the Lost Instrument and entitled to Immediate Possession Free of All Liens and Claims of any kind whatsoever?

Yes No

7. State DEFINITELY whether or not the Instrument Was Endorsed, Assigned, Pledged or Otherwise Hypothecated. If Yes, Explain:

8. If Instrument Is A check, has payment been stopped? _____ If so, when? _____

9. Describe Fully the Manner in which the Instrument Was Lost (Including The Time Last Seen) or Attach Affidavit of Loss

10. Sign Application.

Section VII - Complete For Public Official Bonds.

1. COMPLETE SECTIONS I and VIII.

2. Position/Title: _____ Appointed or Elected? _____ Term: _____

3. Have you Previously held this or any Other Public Official Position, and if so, What Position and For What Term? _____

4. Do you Handle/Withdraw Funds or Write Checks? Yes No Is Countersignature Required? Yes No
By Whom? _____ Limit on Check Signing Authority _____

5. Name of Depositories: _____

6. How Are You Protected Against Depository Liability? _____

7. Number Of Subordinates _____ Do They Have Fidelity Coverage? Yes. With Whom and How Much? No

8. Who Audits Books and How Often? _____

9. Who Reconciles Bank Statements? _____

10. Do You Collect Taxes? Yes No If so, are you Liable for Collection? _____

11. How Are You Relieved From Tax Liability? _____

12. Attach Copies of Last Audit and Depository Designation.

13. Sign Application.

Section VIII

The undersigned hereby represents that the statements made herein as an inducement to Fidelity and Deposit Company of Maryland (Hereinafter called Company), their successors and assigns, to execute the bond applied for herein are true, and, should the Company execute said bond and any renewals, continuations, extensions or increases thereof, or any additional bond or bonds in the same proceeding or case, and/or any substitutes therefore, with the same or different conditions, hereby agrees as follows: **FIRST**, To pay the Company in advance the premium for the first year and to pay in advance any renewal or additional premiums which are provided for by the Company rates until the Company is provided with evidence that it is released from all liability on said bond; **SECOND**, to indemnify the Company against all loss, liability, costs, damages, attorney's fees and expenses whatever, which the Company might incur by reason of executing said bond, making an investigation on account thereof, in prosecuting or defending an action thereon, in obtaining a release therefrom, and enforcing this agreement; **THIRD**, At the request of Surety, procure the discharge of Surety from any Bond and all liability by reason thereof. If such discharge is unattainable, the undersigned, if required by Surety, will either deposit collateral with Surety, acceptable to Surety, sufficient to cover all exposure under such Bond or Bonds, or make provisions acceptable to Surety for the funding of the bonded obligation(s); **FOURTH**, The company shall have the right and is authorized, but not required to: (a) adjust, settle or compromise any claim, demand, suit or judgment upon said bond, unless the undersigned shall request the Company to litigate such claim or demand or to appeal such judgment, and shall deposit with the Company collateral satisfactory to it in kind and amount; (b) to assent to any change in said bond and/or any document referred to therein; **FIFTH**, That in the event of payment, settlement or compromise, in good faith, made as indicated herein, an itemized statement thereof, sworn to by any officer of the Company or the voucher(s) or other evidence of payment shall be *prima facie* evidence of the fact and extent of the liability of the undersigned in any claim or suit thereunder; **SIXTH**, That the Company have the absolute right to cancel said bond if it contains a cancellation clause or procure its release from said bond under any law permitting same and the Company is hereby released from any damage that might be sustained by reason of such cancellation or release; **SEVENTH**, that this obligation shall be for the benefit of any company or companies which the Company may procure to execute or join with it in executing such bond, or to assume reinsurance thereon; **EIGHTH**, That nothing herein shall be construed to waive any right or remedy which the Company might have if this instrument were not executed; **NINTH**, that if this bond herein applied for is on behalf of two or more principals, then it is agreed and understood that this indemnity shall apply and be binding upon the undersigned, regardless of whether the undersigned or any one or more of them, is by judicial decree or otherwise freed from liability in the case in which the bond herein applied for is required; **TENTH**, That this agreement shall be binding upon the undersigned and each of them whether signing as an applicant or indemnitor, jointly and severally and upon their heirs, administrators, executors, successors, and assigns, and shall be liberally construed as against the undersigned.

 In Witness Whereof, I (we) hereunto subscribe my (our) names this _____ day of _____, _____.

IF INDIVIDUAL sign here:

 Witness: _____



Print Name: _____

Provide S.S. Number: _____

IF CO-PARTNERSHIP, co partnership and all co-partners sign here:

Witness: _____

_____ (Name of co-partnership)

Witness: _____

_____ (Individually and as a co-partner)

Witness: _____

_____ (Individually and as a co-partner)

Witness: _____

_____ (Individually and as a co-partner)

IF CORPORATION, imprint corporate seal and sign here:

Attest: _____

_____ (Name of Corporation)

Print Name: _____, Secretary

By _____

Print Name: _____, President

ADDITIONAL INDEMNITY

In consideration of Fidelity and Deposit Company of Maryland, its successors and assigns, executing, or procuring the execution of, or refraining from presently exercising its right to cancel, the bond herein applied for, we jointly and severally join in the foregoing agreement; and the undersigned, if a corporation, warrants that it is financially interested in the performance of the obligation which said bond applied for is given to secure, and asserts that it is fully empowered to obligate itself hereby.

Signed, sealed and dated this _____ day of _____, _____

Witness: _____

Print Name: _____ (Indemnitor)
Provide S.S. Number: _____

Witness: _____

Print Name: _____ (Indemnitor)
Provide S.S. Number: _____

Witness: _____

Print Name: _____ (Indemnitor)
Provide S.S. Number: _____

Witness: _____

Print Name: _____ (Indemnitor)
Provide S.S. Number: _____



Must be acknowledged before Notary Public by Indemnitor(s).

STATE OF _____
COUNTY OF _____

On this _____ day of _____, _____ before me personally appeared _____

to me known to be the person(s) or member(s) of the partnership or officer(s) of the corporation that signed the foregoing instrument and acknowledged the execution of the same to me.

(Notary Public) (SEAL)

My commission expires _____