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www.cnasurety.com

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Form 10

Court Limited Liability Company License . . APPLICATION FOR BOND—ANY KIND Limited Liability Partnership By the Applicant and its owners submitting this application, CNA Surety may obtain a credit report on the applicant and the owners to confirm the information below. For new applicants, complete and sign the General Indemnity Agreement. If any Indemnitors have previously executed an indemnity agreement in favor of Surety, this Agreement shall be in addition to and not in lieu of or in replacement of such other agreement. Social Security # Applicant Name (Exactly as shown on License or Bond) Please print or type Date of Birth Married Single (Email Address) (Telephone #) Residence Address (Street and Number) (City) (State) (Street and Number) (City) (State) (Zip) (Telephone #) (Fax #) (Email Address) Business Address Occupation or Business How long so engaged? | Previous Surety | Yes | No If yes, give name and reason for change. Type of Bond Amount of Bond Effective Date Complete Name and Address of Obligee FINANCIAL STATEMENT as of Check applicable section on the reverse side to see whether a financial statement is necessary. Check one:
Business Financial Statement Personal Financial Statement Cash (List Banks) Accounts Payable _ Taxes due & accrued _ Stocks + Bonds — Describe ___ Notes Payable to Bank _ Notes Payable to Others (Describe) Notes Receivable — Describe Mortgage on Real Estate _____ _ A Mortgage on Real Estate __ Merchandise or Material in Stock ___ В Other Liabilities — Describe _ Accounts Receivable Real Estate, Homestead ___ Α Real Estate, Investment _ В TOTAL LIABILITIES Furniture and Fixtures _ Capital Stock (Paid in) Other Assets - Describe __ NET WORTH OR SURPLUS _ TOTAL ASSETS TOTAL Liabilities and Net Worth Gross Sales - Two Years Ago _____ _ Last Year _ Net Income - Two Years Ago _ Last Year INDEMNITY INDEMNITY

The undersigned applicant and indemnitors hereby request Western Surety Company, Universal Surety of America, Surety Bonding Company of America and any affiliated company, their successors or assigns (with such company/companies referred to herein as the "Company") to become their surety. The undersigned hereby certify the truth of all statements in the application, authorize the Company to verify this information at the time of application and as needed, on an ongoing basis and to obtain additional information from any source, including obtaining credit reports at the time of application, in any review or renewal, at the time of any potential or actual claim, or for any other legitimate purposes as determined by the Company in its reasonable discretion, and jointly and severally agree:

(1) To pay premiums, including renewal premiums and any other charges, to the Company or its agents, when due,

(2) To completely INDEMNIFY the Company from and against any liability, loss, cost, attorneys' fees and expenses whatsoever which the Company shall at any time sustain as surety or by reason of having been surety on this bond or any other bond issued for any applicant and or indemnitor, or for the enforcement of this agreement, or in obtaining a release or evidence of termination under such bonds, regardless of whether such liability, loss, costs, damages, attorneys' fees and expenses are caused, or alleged to be caused, by the negligence of the Company,

(3) To furnish the Company with satisfactory and conclusive termination evidence that there is no further liability on this bond or any other bond issued for applicant,

(4) Upon demand by the Company for any reason whatsoever, to deposit current funds with the Company is an amount sufficient to satisfy any claim against the Company by reason of such suretyship,

(5) That the Company shall have the right to handle or settle any claim or suit in good faith and the Company's decision shall be binding and conclusive on the undersigned. An itemized statement o Incurred by the Company, shall be prima facie evidence of the fact and extent of the liability of the undersigned to the Company,
That the Company may decline to become surety on any bond and may cancel or amend any bond without cause and without any liability which might arise therefrom,
That the Company shall, without notice, have the right to alter the penalty, terms and conditions of any bond issued for undersigned, and this agreement shall apply to any such altered bond. The liability for the
undersigned shall not be affected by the failure of the undersigned to sign any bond, nor any claim that other indemnity or security was obtained, nor by the release of any indemnity, nor the return or exchange of any
collateral obtained and if any party signing this agreement is not bound for any reason, this agreement will still be binding on each and every other party
That if a contract or performance bond is issued hereunder, the undersigned hereby assign to the Company any monies now due or hereafter becoming due under the contract, including all deferred payments and
retained percentage, supplies, tools, plants, equipment and materials due or used on the contract,

At the Company's discretion, this indemnity agreement shall be governed in all respects by the laws of the State of South Dakota and the undersigned applicant and indemnitors consent to the jurisdiction of the courts of
the State of South Dakota and the United States District Court for the District of South Dakota in all actions or proceedings arising from or relating to this indemnity agreement,
That this indemnity may be terminated by the undersigned, or any one or more parties so designated, upon written notice sent registered mail to the Gompany at Sioux Falls, South Dakota 57103, of not less
than twenty (20) days. In no event, shall any termination notice operate to modify, bar, discharge, limit, affect or impair the liability of any party hereto, for any bonds, undertakings and obligations executed prior to
the date of the Company's receipt and the date of the Company's receipt and notice of such termination In the event of any payment by the Company, to pay the Company interest on such amounts at the highest legal rate from the date such payments are made. Signed this __ _ day of _ Signature & Business/Corporate Title Agency _ $Address_{-}$ Street "Indemnitor" City State "Indemnitor" Agent's Code _ "Indemnitor" AGENT'S RECOMMENDATION Note: Personal indemnitors should print and sign their names before the word "indemnitor" in their own handwriting, e.g. John Doe John Dr "Indemnitor" Your recommendation will be helpful and may be the difference

between getting a refusal or having the bond written. Tell us what you know and think of the applicant. _

IMPORTANT NOTICE

Please discuss with the applicant the potential use of personal credit history to facilitate the underwriting review process.

INTERNAL CONTROL							
DATA COMPLETE FOR ALL FIDELITY	Will Applicant Sign Checks? Yes No	Is countersign By Whom?	ature required?	Yes	No Regul By W		s? Yes No
SUBMISSIONS OR FOR PUBLIC OFFICIAL OVER \$150,000. PUBLIC	Are bank accounts reconciled withdraw from the accounts?	· — —	- 1	Applicant's I	Net Worth		r Discharged From any loyment? Yes No
OFFICIAL	N				0.00	L	
BOND NO FINANCIAL STATEMENT NECESSARY, APPLICANT SIGN APPLICATION OVER \$100,000,	Net Worth:	Elected Diameter Diam	ate:	Term of	Office:		um will be paid: nnually?
INTERNAL CONTROL DATA SECTION OVER \$150,000.	Title of Position		Main Sources of O	rganization'	s Funding		
PIDELITY BOND NO FINANCIAL STATEMENT	Purpose or Function of Organ	nization					
NECESSARY. COMPLETE INTERNAL CONTROL DATA.	Name of deceased (Ward)		Date of death		f appointment (If e s, please explain o	lelay.)	Is applicant indebted to the estate or trust? Yes No (If yes,
PROBATE BOND	Has applicant had prior possess (i.e. Power of Attorney, bank a		Yes No I	f yes, please	explain.		explain on an attached sheet.)
NO FINANCIAL STATEMENT NECESSARY. HAVE APPLICANT SIGN THIS APPLICATION.	Name and address of attorne	y (If none, do not write t	he bond; submit it	to our under	rwriters.)		Telephone#
THIS APPLICATION.	Will the attorney remain invoduration of this estate?	Yes No					
	Name, age, and health status minor(s) incompetent			licant's relat deceased ward(s)	_		Applicant's net worth:
Any person who, with intent to defraud or knowing that he is facilitating a fraud	Are guardianship funds to be Yes No Approximat (Please send copy of court ord	tely how much per montl der authorizing monthly	h?	What is the s	source of the guare te the bond; instea	ıd refer it	funds? (If an insurance settlement, to an underwriter.) as anyone objected to the
against an insurer, submits an application or files a claim containing a false or deceptive statement is	Who are the heirs of this esta Will any going business of the		operated	Is this bond	required on the de	ар	plicant's appointment as fiduciary? Yes No an interested person?
guilty of insurance fraud.	by fiduciary? (If yes, send a co	_			No Who?		an interested person.
	What is the applicant's exper	ience in handling fiducia	arv responsibilities	s?			
□ REFEREE'S □ RECEIVER'S							
TRUSTEE'S BOND	Plaintiff		Name and addr	ess of applica	ant's attorney		
NO FINANCIAL STATEMENT NECESSARY. HAVE APPLICANT SIGN THIS APPLICATION.	Defendant		Name and locat	ion of Court			Applicant's net worth:
COURT BOND	Name and location of Court				Name of Defen	dant	
OTHER THAN 3 AND 4 HAVE APPLICANT SIGN	Name and address of attorne				anticipate a for	eclosure	raining Order bond, does applicant or collection action against him? submit for underwriting.
THIS APPLICATION.	Explain purpose of bond (sub	mit copy of relevant docu	uments)				
LICENSE AND PERMIT BOND HAVE APPLICANT SIGN	Net worth: \$	General liability insura (Give limits)	nce carried? Y	res No	State license nur	nber assi	gned to applicant, if applicable:
THIS APPLICATION.	Serial Number and description form it was on.)	on (Please submit a copy	or sample of the	Date of			applicant only? Yes No is it payable to?
LOST SECURITIES PLEASE HAVE APPLICANT SIGN THIS APPLICATION.	☐ Yes ☐ No	escribe manner of loss		·	Has notice of When?		To Whom?
This APPLICATION.	If registered, in whose name?	Yes ☐ No If so,					er been involved in a lawsuit? gment obtained? Yes No
CERTIFICATE OF TITLE BOND	Vehicle Make	Vehicle Model			Vehicle Year	Veh	icle VIN
HAVE APPLICANT SIGN THIS APPLICATION.	Is there a lien or lien holder?	Yes No If	yes, list and expla	in.	1	ı	

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Guidelines for Completing and Signing a Form 10 Application For Bond—Any Kind and Form 10-E—Easy Application **CNA** SURET

APPLICATION FOR BOND—ANY KIND APPLICATION FOR BOND—ANY KIND Limited Liability Company of the control of the c	OMPLETE APPLICABLE ECTION ON REVERSE	CNA	SLIDETY	For Office Use Only	Application Numbe	r:
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Check applicable section on the reverse side to see whether a financial statement is necessary. Check one:	Complete name and address of Obligee					
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Steet City State ZEP Agent's Code AGENT'S RECOMMENDATION Our recommendation will be helpful and may be the difference between getting a refusal or having the bond written. Tell us what you know and this the applicant. AGENT: Check here if this correspondence was previously faxed to CNA Surety.		in of the graph could agriculture of the control of	supposes a oceanment on you be sealed expressed whatsoever represented, or in obtaining a represented, or in obtaining a represented with the medigence of the Consput shifty on this band or any other statement of loss and expensions of the control of the sealed expensions of the control of the sealed expension of the control of the co	onpain in a resocuter discr. which the Company shall at a lease or evidence of terminate the control of this specence shall apply so therefore the terminate location of this specence shall apply so the terminate location of the specence shall apply so the resolution to the control of the control of the speciment of the speciment of the specimen of the specimen of the specimen of the control o	to the control and several	uits agree or by reason of havis partition of whether sur hip. Company, shall be prin all deferred payments as trisdiction of the courts trition date thereafter upon "Indemnitor."
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	om 10-8-2003 © WSCo. 2003					

- sole owner and spouse should sign Section Two ${\mathbb O}$ before the word "Indemnitor". When providing financial statements, separate business and personal statements are preferable.
- PARTNERSHIP—Each partner and his or her spouse should sign Section Two 2 before the word "Indemnitor". If additional personal indemnity is required, the individual may sign their name and write the word "Indemnitor" after their name in their own handwriting. When providing financial statements, send a financial statement for the partnership along with personal statements for each partner.
- CORPORATION—An officer should first sign Section Two ② on behalf of the corporation (indicating his/her corporate title; however, "owner" is NOT an acceptable title) and then sign a second time as a personal indemnitor, before the word "Indemnitor". All other owners should also sign as personal indemnitors before the word "Indemnitor" on each line. *In most cases, the owners' spouses also need to sign. If additional personal indemnity is required, the individual may sign their name and write the word "Indemnitor" after their name in their own handwriting. When providing financial information, supply a corporate financial statement along with individual financial statements and current addresses for the owners.
- LIMITED LIABILITY COMPANY (LLC) OR PARTNERSHIP (LLP)—An authorized manager, member, or partner should first sign on behalf of the Limited Liability Company or Partnership (indicating his/her company/partnership title; however, "owner" is NOT an acceptable title) and then sign a second time as a personal indemnitor, before the word "Indemnitor". All other members/owners/partners should also sign as personal indemnitors before the word "Indemnitor" on each line. In most cases the members'/owners'/partners' spouses also need to sign. If additional personal indemnity is required, the individual may sign their name and write the word "Indemnitor" after their name in their own handwriting
- OUTSIDE INDEMNITY (Relatives, Friends, etc.)—When outside indemnity is required, the proposed indemnitors should sign Section Two ② below the applicants' signature(s) and before the word "Indemnitor". If additional personal indemnity is required, the individual may sign their name and write the word "Indemnitor" after their name in their own handwriting. The outside indemnitors should provide their personal financial statements and current addresses.

We have examples showing five ways to sign an application.

	a)	INDIVIDUAL OR SOLE PROPRIETORSHIP
	/	Complete Section One (1) in the Individual's name showing the business
	$\overline{}$	trade name, if there is one, e.g. John Doe DBA Doe Company.
	(2)	Signed this 20th day of april , 20/2
	Ĭ	,
	1	Signature & Business/Corporate/Title
	1	Jane Doe "Indemnitor"
1	1	NOTE: Personal indemnitors should sign their names before the word "indemnitor".
	b)	PARTNERSHIP
-		Complete Section One ① using the full names of all partners indicating the business trade name, e.g. John Doe and James Doe DBA Doe
	_	Company.
	2	Signed this 20th day of, 20/2
	/	•
' /	,	Signature & Business/Corporate Title Dr "Indemnitor"
		^
		James Vol "Indemnitor"
\		Ann Doe Indemnitor
		NOTE: Personal indemnitors should sign their names before the word "indemnitor".
\		<u> </u>
۱ ۱	(c)	CORPORATION
\	\	Complete Section One ① using the name of the corporation only, e.g.
1	/	Doe Corporation, Inc.
1	(2)	Signed this _20th day of april, _20/2
11		John Doe, President
11		Signature & Business/Corporate Title
11		
11		(a () a
$\ $		James Ose "Indemnitor"
$\ $		* James Ose "Indemnitor" * Jane Dose "Indemnitor"
$\Big \Big $		* ~ `
$\left \right $		* Jane Doe "Indemnitor"
		* Jane Doe "Indemnitor" * Ann De, Indemnitor
	d)	* Indemnitor" * Ann De, Indemnitor" NOTE: Personal indemnitors should sign their names before the word "indemnitor". * In some cases the owners' spouses may also need to sign. LIMITED LIABILITY COMPANY (LLC) OR PARTNERSHIP (LLP)
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Financial statements may be submitted on the FORM 10 APPLICATION or on CNA Surety's Form #60—Financial Statement. Copies of Bank or Accountant prepared financial statements are also acceptable.



Cancellation Guidelines

To assist in understanding the numerous and diverse rules for bond cancellations, we have developed the following guidelines. There are many exceptions to the rules, so please contact your underwriting office with any specific questions.

- 1. First year premiums are usually considered fully earned.
- 2. Bonds that renew with a renewal bond or continuation certificate (in other words they're not continuous in nature) are cancellable upon the return of the original bond, renewal bond or continuation certificate. In the absence of the original renewal document, send written verification from the obligee (state, county, city, etc.) that the bond was not filed or used.
- 3. Many continuous bonds contain a cancellation clause which allows us to send notice of cancellation or nonrenewal to the obligee. Our notice must comply with the terms of the cancellation clause and conform to any applicable state laws. You can normally determine if there is a cancellation clause by reading the bond form.
- 4. Some continuous bonds **do not** contain a cancellation clause, so the only way we can cancel them is upon receipt of a letter of release from the obligee. The obligee's letter should state the principal's name, bond number, and the date our liability is considered terminated.
- 5. Probate Bonds usually require a court order to terminate our liability. Send us a copy of the Final Order of Discharge to cancel this type of bond.
- Public Official Bonds written to coincide with a term of office require a signed letter of release from an official of the jurisdiction. That official must have the proper authority to release the bond.
- 7. Many state laws have been enacted in recent years which restrict us from effecting cancellation or nonrenewal except under specified circumstances. Providing us with a reason for cancellation is helpful for determining if we are allowed by law to do so.

Please contact your underwriting office if you would like to have any of these rules explained in more detail or if you have a question about how the above rules affect a specific bond.

P. O. Box 5077 Sioux Falls, SD 57117-5077 1-800-331-6053 Fax 1-605-335-0357