

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT SUBMITTER (optional) Christopher J. Reilly	
B. E-MAIL CONTACT AT SUBMITTER (optional) CREILLY@CSGLAW.COM	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) <div>Christopher J. Reilly, Esq. Chiesa Shahinian & Giantomasi, PC 105 Eisenhower Parkway, Roseland, NJ 07052</div>	
SEE BELOW FOR SECURED PARTY CONTACT INFORMATION	

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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact full name, do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

1a. ORGANIZATION'S NAME: Jefferson Realty, LLC				
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
400 Lincoln Avenue	Warwick	RI	02888	US

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact full name, do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

2a. ORGANIZATION'S NAME:				
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE or ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME: Argonaut Insurance Company				
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
P.O. Box 469012	San Antonio	TX	78246	US

4. COLLATERAL: This financing statement covers the following collateral:

General Indemnity Agreement (see attached)

5. Check <u>only</u> if applicable and check <u>only</u> one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and Instructions) <input type="checkbox"/> being administered by a Decedent's Personal Representative	
6a. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Public Finance Transaction <input type="checkbox"/> Manufactured Home Transaction <input type="checkbox"/> A Debtor is a Transmitting Utility	
6b. Check <u>only</u> if applicable and check <u>only</u> one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input type="checkbox"/> Lessee/Lessor <input type="checkbox"/> Consignee/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensor	
8. OPTIONAL FILER REFERENCE DATA:	



ARGONAUT INSURANCE COMPANY GENERAL INDEMNITY AGREEMENT

This General Indemnity Agreement (hereinafter "Agreement") is made and entered into by the undersigned and their subsidiaries, affiliates, parents, joint ventures, heirs, successors, and assigns, whether in existence now or formed hereafter, hereinafter referred to individually and/or collectively, as "Indemnitors" and for, for the benefit of Argonaut Insurance Company and for itself, its subsidiaries, affiliates, parents, co-sureties, fronting companies and/or reinsurers and their successors and assigns, whether in existence now or formed hereafter, individually and collectively, as "Surety", for the purpose of indemnifying the Surety for any Bonds (as hereinafter defined) from any and all Losses (as hereinafter defined).

Definitions

The term "Bond(s)" shall mean any and all bonds including but not limited to surety bonds, undertakings, guarantees, or any contractual obligations, executed, issued, procured, or undertaken at the request of the Indemnitors by the Surety, whether directly or as a result of any asset purchase, merger, acquisition, or similar transaction, and any renewals or extensions thereof issued by Surety, or issued by another Surety at the request of Surety, whether issued by Surety prior to or subsequent to the effective date of this Agreement.

The term "Indemnitors" shall include an individual, corporation, partnership, Limited Liability Company (hereinafter called LLC), Limited Liability Partnership (hereinafter called LLP), joint venture, trust, estate, or other legal entity, whether individually or jointly with others, who sign this Agreement or whose authorized representatives sign this Agreement or any other agreement that incorporates by reference the terms of this Agreement. The Indemnitors warrant and represent that they have a material and beneficial interest in Surety's issuance of Bonds on behalf of the Indemnitors, and acknowledge that Surety would not issue such Bonds without each Indemnitors' executing this Agreement to reimburse Surety for all Losses arising under the Bonds.

The terms "Loss" or "Losses" shall mean any and all (a) sums paid by Surety to claimants under the Bonds, (b) sums required to be paid to claimants by Surety but not yet, in fact, paid by Surety, by reason of execution of such Bonds, (c) all costs and expenses incurred in connection with investigating, undertaking the performance of obligations, arranging for and/or completion of work, paying, or litigating any claim under the Bonds, including but not limited to consultant and legal fees and expenses, technical and expert witness fees and expenses, (d) all costs and expenses incurred in connection with enforcing the obligations of the Indemnitors under this Agreement including, but not limited to interest, consultant and legal fees and expenses, (e) all accrued and unpaid premiums owing to Surety for the issuance, continuation or renewal of any Bonds and/or (f) all other amounts payable to Surety according to the terms and conditions of this Agreement.

The term "Bonded Contract" shall mean any contract for which the Surety executes, issues, or procures a Bond(s) that guarantee(s) the Indemnitors' obligations or performance thereunder.

As an inducement to the Surety and in consideration of the Surety's execution or procurement of the Bond(s), the Surety's refraining from canceling one or more Bond(s), and/or the Surety's assumption of one or more Bond(s) and for other good and valuable consideration, the receipt and sufficiency of which the Indemnitors hereby acknowledge, the Indemnitors hereby agree, for themselves, successors, and assigns, jointly and severally, as follows:

1. **Premium.** To pay all initial and renewal premiums for each Bond, as they fall due, until Surety has been provided with competent legal evidence, in its sole discretion, that the Surety has been fully released of liability under such Bond.
2. **Indemnity.** To indemnify, hold harmless and exonerate Surety from and against any and all Losses, as well as any other expense that the Surety may incur or sustain as a result of or in connection with the furnishing, execution, renewal, continuation, or substitution of any Bond(s). Expenses include, but are not limited to: (a) the cost incurred by reason of making an independent investigation in connection with any Bond(s) or this Agreement; (b) the cost of procuring or attempting to procure the Surety's release from liability or a settlement under any Bond(s) upon or in anticipation of Losses, including the defense of any action brought in connection therewith; and (c) the cost incurred in bringing suit to enforce this Agreement against any of the Indemnitors. Payments of amounts due the Surety hereunder, including interest, shall be made immediately upon the Surety's demand. In the event of any payment by the Surety, the Indemnitors further agree that in any accounting between the Surety and the Indemnitors, the Surety shall be entitled to charge for any and all disbursements made by it in good faith in and about the matters herein contemplated by this Agreement under the belief that it is or was liable for the sums and amounts so disbursed, or that it was necessary or expedient to make such disbursements, whether or not such liability, necessity or expediency existed. An itemized statement of Losses sworn to by an officer or other authorized representative of the Surety, or voucher(s), or other evidence of any such payment(s) made by the Surety shall be prima facie evidence of the fact and amount of the liability to the Surety, and of the Surety's good faith in making the payment(s). "Good Faith," as used in this paragraph and elsewhere in this Agreement, shall be deemed to include any and all payments, Losses, attorneys' fees, and other expenses except those made with deliberate and willful malfeasance.
3. **Application.** This agreement shall apply to any and all Bond(s) furnished for or on behalf of any or all of the following as follows:
 - (a) One, some or all of the Indemnitors;
 - (b) Any joint venture or other form of common enterprise in which Indemnitors were members at the time the Bond(s) were furnished;
 - (c) Any present or future affiliate and/or subsidiary of Indemnitors;
 - (d) Any third party at the request of Indemnitors, their subsidiaries and/or affiliates.
4. **Collateral Security.** The Indemnitors acknowledge that the Bonds issued on their behalf are to be secured by collateral upon demand by Surety. In lieu of fully collateralizing the Bonds prior to their issuance and in consideration for the execution and/or delivery of one or more Bonds, the Indemnitors agree to deposit with the Surety, upon demand, an amount of money or other collateral security acceptable to the Surety, as soon as liability exists or is asserted against the Surety, whether or not the Surety shall have made any payment therefor, equivalent to such amount that the Surety, in its sole judgment, shall deem sufficient to discharge any Losses or to protect it from any potential or anticipated Losses. If for any reason the Surety deems it necessary to increase the amount of any such deposit to cover any possible additional liability or Loss, the Indemnitors shall deposit with the Surety, immediately upon the Surety's demand, an additional amount of collateral security equal to such increase. The Indemnitors acknowledge that the Surety would not issue any Bonds without the agreement of the Indemnitors to post collateral upon demand. Accordingly, the Indemnitors waive, to the fullest extent permitted by law, each and every right that they may have to contest this requirement to provide collateral under this Agreement (individually and collectively, the "Collateral Requirement"). The Indemnitors stipulate and agree that the Surety will suffer irreparable harm and will not have an adequate remedy at law should Indemnitors fail to perform the Collateral Requirement and further agree as a result that the Surety is entitled to specific performance of the Collateral Requirement.
5. **Surety Reserve.** The Surety may, in its sole discretion, establish a reserve to cover any actual or anticipated, liability, claim, suit, judgment, or Losses under any Bond. In such event, the Indemnitors will, immediately upon demand, deposit with the Surety a sum of money equal to such reserve, and any subsequent increase thereof, to be held by the Surety as collateral security on the Bond(s). Such funds will be used by the Surety to pay Losses or may be held by the Surety as collateral against potential future Losses. The Indemnitors hereby grant to the Surety a security interest in all money and other property now or hereafter delivered by such Indemnitors to the Surety for deposit in such reserve, and all income (if any) thereon. Any funds remaining after the Indemnitors' settlement or payment of all Losses will be returned to the Indemnitors within fifteen (15) days from the date of the Indemnitors' settlement or payment of the Losses.

6. **Access to Books and Records.** Unless directed otherwise by the Surety in writing, the Indemnitors shall provide the Surety financial statements prepared in accordance with Generally Accepted Accounting Principles, and reports prepared by reputable accounting firms prepared in accordance with the AICPA's Statements on Standards for Accounting and Review Services ("SSARS") within 120 days of their fiscal year end. Reports prepared by reputable accounting firms in accordance with the AICPA's Statements on Auditing Standards in the ordinary course of their financial reporting, shall be supplied instead of reports in accordance with SSARS, if available. The Indemnitors shall provide internally prepared financial statements within 30 days of Surety request and any management letters received from their accountants within 30 days of receipt. Until the Surety determines all liability under all Bonds is terminated or until it is fully reimbursed all amounts due to it under this Agreement and any other agreement, the Surety shall have the right of reasonable access to the books, records and accounts of Indemnitors for the purpose of inspection, copying or reproduction; and any financial institution, depository, materialmen, supply house or other person, firm or corporation is hereby specifically authorized by each of the Indemnitors to furnish Surety upon request, any information requested. The Indemnitors agree to provide the Surety with releases, requests, waivers or any other documents required to permit the Surety access to the requested information. Furthermore, the Indemnitors agree to provide the Surety with any information requested regarding the status of any and all bonded or unbonded work, or any other information regarding the operations of the Indemnitors, whether such requests are in writing or otherwise.
 7. **Non-Impairment of Indemnitors' Obligations.** The obligations of the Indemnitors under this Agreement shall not be impaired by and Surety shall incur no liability on account of: (a) Surety's failure or refusal to furnish Bond(s), including final Bond(s) where Surety has furnished a bid Bond; (b) Surety's consent or failure to consent to changes in the terms and provisions of any Bond, or the obligation or performance secured by any Bond; (c) the taking, failing to take, or release of security, collateral, assignment, indemnity agreements and the like, as to any Bond; (d) the release by Surety, on terms satisfactory to it, of any Indemnitors; and/or (e) the Surety's cancellation of any Bond(s).
 8. **Surety Priority.** The Indemnitors shall not seek indemnity, contribution or collection of any other outstanding obligation against any other Indemnitors or their property until the obligations of the Indemnitors to Surety under this Agreement have been satisfied in full.
 9. **Confidentiality.** The Indemnitors acknowledge that the Surety may share copies of any and all statements, agreements, financial statements and any information which it now has or may hereafter obtain concerning Indemnitors with governmental regulators, auditors, co-sureties, fronting companies, consultants, attorneys, and/or reinsurers.
 10. **Default.** The Indemnitors shall be in default of this Agreement if: (a) Indemnitors shall become a party in any insolvency, receivership, liquidation, or bankruptcy; (b) Any Indemnitor makes representation to the Surety by or on behalf of any of the Indemnitors that prove to have been misleading or materially false when made; (c) Indemnitors fail to provide collateral, exonerate, and/or reimburse in response to a proper request made by the Surety; (d) Any Indemnitor, if an individual, dies, disappears or absconds; (e) Indemnitors are declared in default on any Bond or Bonded Contract; (f) any breach, forfeiture or abandonment of any Bonded Contract or Bond obligation; (g) any termination of any Bonded Contract by any Bonded Contract owner or obligee; (h) any failure to pay for any labor or materials when such payment is due under any Bonded Contract or Bond obligation; (i) any failure, delay, inability, or refusal to perform its obligations under any Bonded Contract or Bond; (j) the establishment of a reserve by the Surety; (k) any proceeding which deprives Indemnitors of the ability to complete its obligations under Bonded Contracts or Bond obligations; (l) a diversion of Bonded Contract funds or Indemnitors' assets or property to the detriment of the Bonded Contract obligations and/or the Surety; (m) any fraudulent conveyance of any asset of any of the Indemnitors; (n) failure to provide legal representation satisfactory to the Surety as determined solely by the Surety; (o) any other failure to perform or fulfill any obligation in connection with any Bond, Bonded Contract or this Agreement and/or (p) Indemnitors breach any other provision of this Agreement or any other contract with Surety.
 11. **Indemnitors representations.** The Indemnitors represent and warrant to the Surety that they have a substantial, material, and/or beneficial interest in the obtaining of Bond(s) by any of the Indemnitors and in the transaction(s) for which any of the other Indemnitors have applied or will apply to the Surety for Bond(s) pursuant to this Agreement. Indemnitors represent and warrant that they have the full power and authority to execute, deliver and perform this Agreement and to carry out the obligations stated herein. Indemnitors further represent and warrant that their execution, delivery and performance of this Agreement does not and will not conflict with, constitute a default under, or result in a breach or violation of any of their respective organizational documents, any law, governmental rule or regulation, or any applicable order, writ, injunction, judgment or decree of any court or governmental authority, or any other agreement binding upon Indemnitors.
 12. **Surety's Rights to Release of Bonds and Indemnitors' Waiver.** The Surety may, in its sole discretion, determine one or more of the following: (a) the Indemnitors financial condition has been or is believed to be deteriorating; or (b) there has been or is believed to be some other change that adversely impacts the Surety's risk under the Bond(s). In such an event, within thirty (30) days of receipt of the Surety's written demand, the Indemnitors shall procure the full and complete release of the Bond(s) by providing competent written evidence of release satisfactory to the Surety, in its sole discretion. If Indemnitors fail to provide the aforementioned release Indemnitors shall, within an additional seven (7) days, provide the Surety with collateral in the amount of 100% of all unreleased liability under the Bond(s). The unreleased liability shall be determined at the time of the Surety's written demand. Collateral will be in the form of (a) an irrevocable letter of credit in form, content, and issued by a financial institution acceptable to the Surety; (b) a pledged money market account, in a form, content, and issued by a financial institution acceptable to the Surety; and/or (c) other collateral in a form, content, and substance acceptable to the Surety, in its sole discretion. Collateral previously provided to the Surety may be utilized to establish compliance with this provision. If the liability subsequently increases, then it shall be the Indemnitors' responsibility to ensure continued compliance with this provision at all times.
- The Indemnitors waive, to the fullest extent permitted by law, each and every right that they may have to contest this requirement to provide collateral under this Agreement (individually and collectively, the "Collateral Requirement"). The Indemnitors stipulate and agree that the Surety will suffer irreparable harm and will not have an adequate remedy at law should Indemnitors fail to perform the Collateral Requirement and further agree as a result that the Surety is entitled to specific performance of the Collateral Requirement. The Surety's failure to act to enforce its right to specific performance shall not be construed as a waiver of that right, which right may be enforced at any time at the Surety's sole discretion. Indemnitors further agree that this Collateral Requirement shall not limit or be deemed a waiver of the Surety's other rights, which it may exercise in its sole discretion, under this Agreement or otherwise to cancel Bond(s), to demand collateral, or to take any other actions the Surety deems necessary and/or prudent, in its sole discretion, to mitigate actual or potential losses under any and all Bond(s) written in accordance with this Agreement. The exercise of such additional rights shall not be contingent upon the Surety's enforcement of this provision. Collateral to be provided to the Surety shall be sent by delivery only for overnight packages: Attn: Treasurer, Argo Surety, and 175 E. Houston St., Suite 1300, San Antonio, TX 78205.
13. **Claim Settlement.** The Surety shall have the right, in its sole discretion, to determine for itself and Indemnitors whether any claim, demand or suit brought against the Surety or any Indemnitor in connection with or relating to any Bond shall be paid, compromised, settled, tried, defended or appealed, and this determination shall be final, binding and conclusive upon the Indemnitors. The Surety shall be entitled to immediate reimbursement for any and all losses incurred under the belief it was necessary or expedient to make such payments.
 14. **Demand Bonds.** The obligee or beneficiary under certain Bond(s) may make a demand for payment ("Demand") against the Bond(s). When such Demand is made the Surety must pay the amount of the Demand not to exceed the penal sum of the Bond(s), as well as all the necessary fees, costs, and expenses within the time period required by the Demand. Under such Bond(s), the Surety, with the knowledge and consent of the Indemnitors has expressly waived all defenses to making such payment. If the Indemnitors receive notice from the Surety that a Demand has been made against the Bond(s) by the obligee or beneficiary, at least five (5) business days before payment of such Demand is due to the obligee,

Indemnitors shall pay the Surety the full amount of the Demand, which amount shall not exceed the penal sum of the Bond as well as all necessary fees. Such payment will be made by wire transfer or otherwise in immediately available funds to the bank account specified in the notice provided to the Indemnitors by the Surety. The Indemnitors waive to the fullest extent permitted by applicable law, each and every legal and equitable right which they may have to contest such payment. Failure to make payment to the Surety as herein provided shall cause the Indemnitors to be additionally liable for any and all costs and expenses, including attorneys' fees, incurred by the Surety in enforcing this Agreement, together with interest on unpaid amounts due the Surety. Indemnitors stipulate and agree that the Surety will suffer immediate, irreparable harm and will have no adequate remedy at law should Indemnitors fail to perform this obligation, and therefore the Surety shall be entitled to specific performance of this obligation.

15. **Interest.** Any amount due to Surety under any provision of this Agreement shall accrue interest from the date of the Surety's demand at 130% of the prime rate of interest in effect on December 31st of the previous calendar year as published in the Wall Street Journal.
16. **Continuing Obligation.** This Agreement is a continuing obligation of the Indemnitors, and no Indemnitors shall have the right to terminate its obligations for any Bond(s) issued during the term hereof. The Indemnitors may terminate this Agreement as to future Bond(s) by notice to the Surety, but such termination as to certain Indemnitors shall in no way affect the obligation of any other Indemnitors who have not given such notice. In order to terminate liability as to future Bond(s), Indemnitors must notify the Surety of such termination and state in such notice the effective date (not less than thirty days after receipt thereof by the Surety) of termination of such Indemnitors liability for future Bond(s). After the effective date of such termination, the Indemnitors giving notice of termination shall nonetheless be liable hereunder for Bond(s) executed or authorized before such date and renewal, substitutions, and extensions thereof.
17. **Survival of Indemnity.** The Indemnitors understand and agree that their obligations under this Agreement remain in full force and effect for any Bond(s) issued pursuant to this Agreement, notwithstanding that the entity on whose behalf Bond(s) were issued has been sold, dissolved or whose ownership has been otherwise altered in any way.
18. **Express Language for Release.** The Indemnitors further agree that no subsequent agreement, settlement agreement, release, mutual release, waiver, order, stipulation, and/or any other contract or document shall operate to release any liability of any Indemnitor, unless it expressly states that Surety is releasing the Indemnitor(s) from its obligation(s) under this Agreement and specifically cites this Agreement by name and date. Further, any agreement, settlement agreement, release, mutual release, waiver, order, stipulation, and/or any other contract or document containing language indicating that each party shall bear their own attorneys' fees, costs, and expenses shall be interpreted to mean that Indemnitors will bear the Surety's attorneys' fees, costs, and expenses in addition to its own.
19. **Severability.** If any provision or portion of this Agreement shall be unenforceable, this Agreement shall not be void, but shall be construed and enforced with the same effect as though such provision or portion were omitted. This agreement is in addition to and not in lieu of any other agreement relating to the obligations described herein.
20. **Execution.** This Agreement may be executed in multiple counterparts, and by the Indemnitors on separate counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery by facsimile or email of a signed counterpart of this Agreement shall be effective as physical delivery of an original.
21. **Photocopies.** A duplicate or facsimile copy or electronic reproduction of the original of this Agreement shall have the same force and effect as the original.
22. **Non-waiver of Surety Rights.** Nothing herein-contained shall be construed to waive or abridge any right or remedy at law or in equity which the Surety might have if this Agreement was not executed. Each right, remedy, and power of Surety provided in this Agreement, other contracts, or by law or in equity shall be cumulative, and the Surety's exercise, delay or failure to act to enforce any or all of its rights, remedies, or power will not preclude the Surety's simultaneous or subsequent exercise nor constitute a waiver of any and all rights, powers, or remedies. The Surety shall be free to determine, in its sole discretion, when any right shall be exercised. No notice or demand upon Surety by the Indemnitors will limit or impair the Surety's right to take any action under this Agreement or to exercise any other right, power, or remedy at law or in equity.
23. **Waiver of Exemptions.** The Indemnitors waive all rights to claim any of their property, including their respective homesteads, as exempt from any levy, execution, sale or other legal process by Surety, unless such waiver is prohibited by law.
24. **Access to Indemnitors' Information.** Indemnitors hereby expressly authorize the Surety to access credit records and to make such pertinent inquiries as may be necessary from third party sources for underwriting purposes, claim purposes and/or debt collection. To the extent required by law, Surety will, upon request, provide notice whether or not a consumer report has been requested by Surety, and if so, the name and address of consumer reporting agency furnishing the report.
25. **Separate Suits.** Separate suits may be brought hereunder as causes of action accrue, and suit may be brought against any and all of the Indemnitors; and any suit or suits upon one or more causes of action, or against one or more of the Indemnitors, shall not prejudice or bar subsequent suits against any other Indemnitors on the same or any other causes of action, whether theretofore or thereafter accruing.
26. **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered against receipt therefor or mailed by registered or certified mail, return receipt requested, postage prepaid, addressed to the Surety, to: Attn: Argo Surety; P.O. Box 469011, San Antonio, TX 78246. By overnight delivery: 13100 Wortham Center Drive, Suite 290, Houston, TX 77065. Such name and address may be changed by written notice given as provided in this Agreement.
27. **Choice of Law.** This Agreement shall be interpreted under the substantive law of the State of Texas, without giving effect to its choice of law principles.
28. **Choice of Forum.** In any legal proceeding brought by or against the Surety that in any way relates to this Agreement, each Indemnitor for itself and its property, irrevocably and unconditionally submits to the exclusive jurisdiction, at the sole and exclusive option of the Surety, of the courts in any state in which any Indemnitor resides, has property, or in which any Contract is performed, Indemnitors hereby irrevocably and unconditionally submit to the jurisdiction of said courts and waive and agree not to assert any claim that they are not subject to the jurisdiction of any such court, that such proceeding is brought in an inconvenient forum or that the venue of such proceeding is improper.
29. **Collateral and Letters of Credit.** If Surety has or obtains collateral or letters of credit, Surety shall not have any obligations to release collateral or letters of credit or turn over the proceeds thereof until it shall have received a written release in form and substance satisfactory to Surety with respect to each and every Bond. Any collateral or letters of credit provided to Surety by any Indemnitors or any third party, or the proceeds thereof, may be applied to any Losses. The Surety shall not pay interest on any collateral it holds.
30. **Security Interest.** In the event of a default under a Bond, Bonded Contract or this Agreement, Indemnitors do hereby assign, transfer and convey to Surety all right, title, and interest in and to all their property, whether real, personal or mixed, tangible or intangible, wherever situated or of whatever

nature in connection with any Bond, unbonded or Bonded Contract including but not limited to: (a) all contracts, Bonded Contracts, bonded obligations, and Bonds, or growing in any manner out of any such contracts, Bonded Contracts, bonded obligations, and bonds; (b) all subcontracts let or to be let in connection with any Bonded Contract, including any related surety bonds, guarantees, or other payment security; (c) all machinery, supplies, equipment, plans, plants, tools, and materials in which the Indemnitors have an interest which are now or in the future may be on the site of any Bonded Contract or elsewhere, including materials purchased for or chargeable to any Bonded Contract, materials in the process of construction, in storage, or in transportation to any and all sites; (d) all actions, causes of action, claims, affirmative claims, and demands whatsoever in connection with or on account of any Bonded Contract, Bond, or obligation; (e) all retained percentages and funds due or which may become due on any Bonded Contract and all other contracts whether bonded or not in which Indemnitors have an interest; (f) all accounts and accounts receivable of the Indemnitors, or any one of them; (g) all deposit accounts; (h) all chattel paper, documents, instruments, inventory, and investment property as those terms are defined by the Uniform Commercial Code and similar statutes as adopted in the relevant state; (i) tax refunds, claims for tax refunds, general intangibles; (j) all equity interests (including, without limitation, all shares and membership, limited partnership, general partnership, limited liability company interests, and any interest and rights in any joint venture, consortium, or teaming agreement), to the extent the Surety determines such interest is related to its obligations under Bonds; (k) licenses, patents, copyrights, and trade secrets, or a license without cost to the Surety for the use of any of these, to the extent the Surety determines, in its sole discretion, is required for fulfillment of its obligations under any Bond; (l) all warehouse receipts, bills of lading; (m) the proceeds of any insurance policy affording coverage for all or part of any Bond, Bonded Contract, or other bonded obligation. This Agreement shall for all purposes constitute a Security Agreement and Financing Statement for the benefit of Surety in accordance with the Uniform Commercial Code ("UCC") and all similar statutes. In the event there is an act of default under any Bond or Bonded Contract, Indemnitors hereby irrevocably authorize Surety, without notice to any of the Indemnitors, to perfect the security interest granted herein by filing a UCC-1 and/or this Agreement or a copy or other reproduction of this Agreement. Surety may add schedules or other documents to this Agreement as necessary to perfect its rights. The failure to file or record this Agreement or any financing statement shall not release or excuse any of the obligations of Indemnitors under this Agreement. The Surety's exercise of any of its rights as a secured creditor under this Agreement shall not be a waiver of any of the Surety's legal or equitable rights or remedies, including the Surety's right of subrogation.

31. **Takeover.** In the event of a default under a Bond, Bonded Contract or this Agreement or whenever the Surety determines it is necessary or advisable to complete any Bonded Contract, the Surety shall have the absolute right at its option and sole discretion and is hereby authorized, with or without exercising any other right or option conferred under this Agreement, by law or in equity, to enter upon and take possession of all work, equipment, machinery, tools, plant and materials under any Bonded Contract or any of Indemnitors' other equipment, machinery, tools and materials which the Surety deems necessary or proper to perform any work or obligations under any Bond or Bonded Contract, and at the expense of the Indemnitors for all Losses incurred by the Surety to complete or arrange for the completion of the Bonded Contract or Bond obligations. The Surety shall have no duty to exercise the rights conferred herein and Indemnitors agree that the Surety shall have no liability to the Indemnitors for exercising or not exercising the rights conferred herein. The Surety shall be entitled to immediate reimbursement for any and all Losses incurred under the belief it was necessary.
32. **Advances.** The Surety, in its sole discretion, is authorized and empowered, but not obligated, to guarantee loans, to advance or lend to the Indemnitors any money, as the Surety may see fit, for purposes of any Bonded Contract or to discharge its obligations under any Bond or pursuant to any other contract or agreement, and all money expended for the completion of any such Bonded Contract or discharge of Bond obligation by the Surety, or lent or advanced from time to time to the Indemnitors, or guaranteed by the Surety for the purposes of any such Bonded Contracts or other Bond obligations. All such bank guarantees, advances or loans (including costs of investigation, administration, or completion of any Bonded Contract) shall be conclusively deemed to be a Loss to the Surety for which the Indemnitors are liable to reimburse the Surety under this Agreement, notwithstanding the fact that all or some of the money may not be utilized by the Indemnitors for the purposes for which the money was advanced or loaned or for a Bonded Contract or Bond. The Surety retains the absolute right in its sole discretion to cancel any such guarantee, advance or loan with or without notice to the Indemnitors.
33. **Notice of Claim.** If the Indemnitors become aware of any claim, action, demand, notice, suit, or proceeding which may result in liability to the Surety under any Bond, the Indemnitors shall immediately notify the Surety in writing of the same to: Attn: Argo Surety; P.O. Box 469011, San Antonio, TX 78246. By overnight delivery: 13100 Wortham Center Drive, Suite 290, Houston, TX 77065.
34. **Trust Fund.** The Indemnitors covenant and agree that all of their interest, title and rights in any Bonded Contract or undertaking referred to in any Bond, or in, or growing in any manner out of any Bond, including but not limited to payments for or on account of any Bonded Contract, shall be held as a trust fund and/or as a constructive or equitable trust in which the Surety has an interest, and shall inure to the benefit of the Surety for any liability or Losses it may have or sustain under any Bond including but not limited to the payment of obligations incurred in the performance of any Bonded Contract and for labor, materials, and services furnished in the prosecution of the work provided in any contract or any authorized extension or modification thereof; and, further, it is expressly understood and declared that all monies due and to become due under any Bonded Contract covered by any Bond are trust funds, whether in the possession of the Indemnitors or otherwise, for the benefit of Surety and for payment of all such obligations in connection with any such Bonded Contract for which the Surety would be liable under any Bond; said trust also inures to the benefit of the Surety for any liability or Losses it may have or sustain under any Bond, under this Agreement, or under any other agreements, and this Agreement constitutes express notice of such trust. Surety may open a trust account or accounts with a bank for the deposit of the trust funds. Upon demand of the Surety, Indemnitors shall deposit all trust funds received therein. Should Indemnitors commingle trust funds amongst themselves or with other funds, the nature and purpose of the trust as stated in this paragraph shall not be modified nor waived by such commingling. Such trust shall not terminate until the Indemnitors obligations under all Bonds issued hereunder and under this Agreement have been fully discharged to the Surety's satisfaction.
35. **Change In Control.** The Indemnitors agree to provide the Surety with, at least, forty-five (45) days prior written notice of a Change In Control (defined below). Upon receipt of such notice, the Surety shall advise the Indemnitors, in writing of Surety's election to (i) approve such Change in Control or (ii) demand that the Indemnitors procure the discharge of the Surety from any Bonds and all liability by reason thereof. If the Indemnitors fail to give the Surety timely notice of a Change In Control or if the Surety does not approve the written demand, the Indemnitors shall deposit a sum of money or collateral, of a type and value satisfactory to the Surety, equal to the aggregate penal sum of the then outstanding Bonds, as determined by the Surety in its sole discretion. The Indemnitors hereby acknowledge that if they or any one of them breaches the obligations set forth in this paragraph, the Surety will not have an adequate remedy at law, will suffer irreparable harm and shall be entitled to injunctive relief, enforcing the terms of this paragraph, as well as a final decree, order or judgment granting Surety specific performance of the terms of this Agreement.

"Change in Control" shall mean: (a) the transfer, merger or consolidation (in one or more transactions) of all or substantially all of the assets of any non-individual bond principal or Indemnitor; (b) the acquisition (in one or more transactions) by any person or group, directly or indirectly, of fifty (50%) percent or more of the beneficial ownership or control of any bond principal or Indemnitor; or (c) the acquisition by any bond principal or Indemnitor, directly or indirectly, of fifty (50%) percent or more of the beneficial ownership or control in any joint venture, subsidiary, division, affiliate, limited partnership, limited liability partnership, limited liability company or other entity through the issuance of ten (10%) percent or more of the voting power of the total outstanding voting stock of any bond principal or Indemnitor.

36. **Attorney-in-Fact.** The Indemnitors do hereby irrevocably nominate and appoint any officer of Surety as the true and lawful attorney-in-fact of the Indemnitors, with full right and authority to execute on behalf of, and sign the name of any of the Indemnitors to any voucher, release, satisfaction,

check, bill of sale, payment application, agreement, or all or any property assigned by this Agreement to the Surety, or any other document necessary or desired to carry into effect the purpose of this Agreement. The Indemnitors hereby ratify and confirm all that such attorney-in-fact or Surety may do for the purposes set forth in this Agreement. The Indemnitors specifically agree to protect, indemnify and save and hold harmless Surety and such attorney-in-fact against any and all claims, damages, costs and expenses that may in any way arise due to the exercise of the assignments contained in this Agreement and the powers herein granted, specifically waiving any claim which the Indemnitors have or might hereafter have against Surety or its attorney-in-fact on account of anything done in enforcing the terms of this Agreement.

37. **Other Indemnity.** This Agreement is in addition to and not in lieu of any other agreements and obligations undertaken in favor of Surety, whether now existing or entered into hereafter.
38. **Amendment.** The rights and remedies afforded to Surety by the terms of this Agreement can only be modified or amended by a written rider to this Agreement signed by an officer or authorized representative of the Surety.
39. **Special Provisions:** This Agreement applies to all Bonds whether written prior or subsequent to the execution of this Agreement. Without limitation that includes the following Bonds:

Bond Number	Principal	Obligee	Penal Sum
SUR0064649	Cardi Corporation	Mass. Dept. of Transportation	\$116,498,483.53
SUR0064652	Cardi Corporation	Rhode Island Dept. of Transp.	\$3,746,117.82
SUR0084651	Cardi Corporation	State of Rhode Island	\$2,029,000.00
SUR0084653	Cardi Corporation	Town of North Kingstown, RI	\$582,830.00

This Agreement will also apply to any bid bonds issued on Argonaut Insurance Company paper at any time for Indemnitors, their affiliates or subsidiaries or at their request.

40. EACH OF THE INDEMNITORS REPRESENT TO THE SURETY THAT SUCH INDEMNITORS HAVE CAREFULLY READ THIS ENTIRE AGREEMENT, AND THERE ARE NO OTHER AGREEMENTS OR UNDERSTANDINGS WHICH IN ANY WAY LESSEN OR MODIFY THE OBLIGATIONS SET FORTH HEREIN. IN TESTIMONY WHEREOF WE THE INDEMNITORS HAVE SET OUR HANDS AND FIXED OUR SEALS AS SET FORTH BELOW. THE SURETY'S ACCEPTANCE OF THIS AGREEMENT SHALL BE PRESUMED AND IS DEEMED EFFECTIVE BY ITS RECEIPT OF THIS AGREEMENT, ITS RELIANCE HEREON, OR BY ITS EXECUTION OF ANY BOND FOR THE INDEMNITORS OR ANY OF THEM, WITH OR WITHOUT THE SURETY'S SIGNATURE BEING AFFIXED THERETO.

IF INDEMNITOR IS A CORPORATION, LIMITED LIABILITY COMPANY OR PARTNERSHIP, SIGN BELOW:

Instructions:

1. If the entity is: 1) a corporation, the secretary and an authorized officer should sign on behalf of the corporation, 2) a limited liability company, the manager(s) or member(s) should sign on behalf of the LLC, 3) a partnership, the partner(s) should sign on behalf of the partnership, or 4) a trust, all trustees should sign.
2. Please provide the entity's federal tax identification number on the line provided.
3. All signatures must be notarized and dated.

Each of the undersigned hereby affirms to the Surety as follows: I am a duly authorized officer of the business entity Indemnitor on whose behalf I am executing this Agreement. In such capacity I am familiar with all of the documents which set forth and establish the rights which govern the affairs, power and authority of such business entity including, to the extent applicable, the certificate or articles of incorporation, bylaws, corporate resolutions and/or partnership, operating or limited liability agreements of such business entity. Having reviewed all such applicable documents and instruments and such other facts as deemed appropriate, I hereby affirm that such entity has the power and authority to enter into this Agreement and that the individuals executing this Agreement on behalf of such entity are duly authorized to do so.

Date of this Agreement Regardless of Date of Signing: June 3, 2021

Cardi Corporation

Indemnitor Name and Address

Signature of Authorized Officer

Seal

Antonio B. Cardi, President

Print or Type Name and Title

Federal Tax ID #

Signature of Authorized Officer

Seal

Stephen A. Cardi, Secretary

Print or Type Name and Title

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

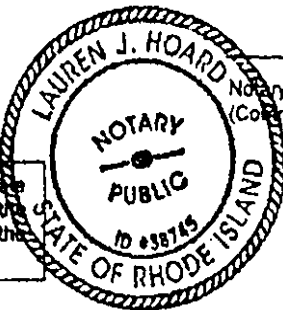
ACKNOWLEDGEMENT
STATE OF Rhode Island County of Kent

On June 4, 2021 before me, Lauren J. Hoard personally appeared
(DATE) (NOTARY NAME)

Antonio B. Cardi who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by

his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of Rhode Island that the foregoing paragraph is true and correct. WITNESS my hand and official seal.

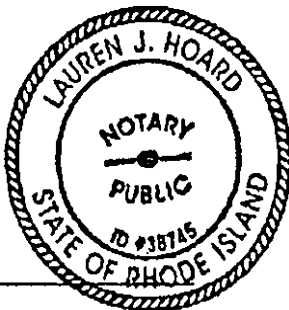
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Lauren J Hoard
Notary Public residing at North Kingstown RI
(Commission expires 3-11-22)

ACKNOWLEDGEMENT
STATE OF Rhode Island County of Kent

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(DATE) (NOTARY NAME)
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Lauren J Hoard
Notary Public residing at North Kingstown RI
(Commission expires 3-11-22)

Cardì Leasing Corporation

Indemnitor Name and Address

Antonio B. Cardì
Signature of Authorized Officer

Seal

Antonio B. Cardì, President

Print or Type Name and Title

Federal Tax ID #

Stephen A. Cardì
Signature of Authorized Officer

Seal

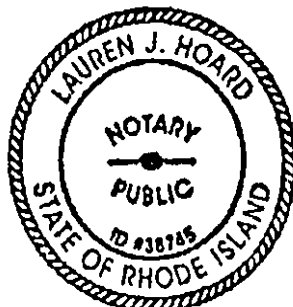
Stephen A. Cardì, Secretary

Print or Type Name and Title

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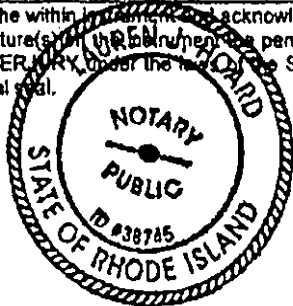
Lauren J Hoard
Notary Public residing at North Kingstown, RI
(Commission expires 3-11-22)

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STATE OF Rhode Island County of Kent

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Lauren J. Hoard
Notary Public residing at North Kingstown RI
(Commission expires 3-11-22)

Cardi Matenals, LLC

Indemnitor Name and Address

Stephen A. Card
Signature of Authorized Officer Seal

Stephen A. Card, Managing Member

Print or Type Name and Title

Federal Tax ID #

Signature of Authorized Officer Seal

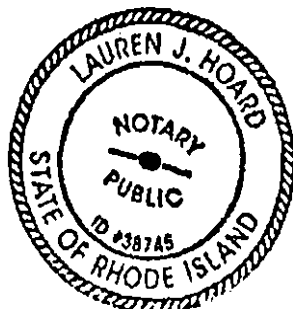
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Lauren J. Hoard
Notary Public residing at North Kingstown RI
(Commission expires 3-11-22)

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ACKNOWLEDGEMENT

STATE OF _____ County of _____

On _____ before me, _____ personally appeared
(DATE) (NOTARY NAME)

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Notary Public residing at _____
(Commission expires _____)

Advantage Equipment Rentals, LLC

Indemnitor Name and Address

Federal Tax ID #

Signature of Authorized Officer

Seal

Signature of Authorized Officer

Seal

Stephen A. Cardi, II, Managing Member

Print or Type Name and Title

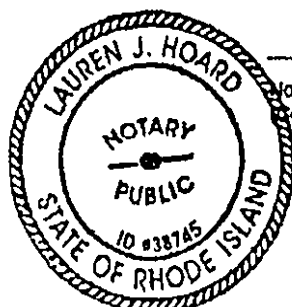
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STATE OF Rhode Island County of Kent

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Notary Public residing at North Kingstown RI
Commission expires 3-11-27

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ACKNOWLEDGEMENT

STATE OF _____ County of _____

On _____ before me, _____ personally appeared
(DATE) (NOTARY NAME)

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Notary Public residing at _____
(Commission expires _____)

Jefferson Realty, LLC

Indemnitor Name and Address _____

Signature of Authorized Officer _____

Seal

Stephen A. Card, Managing Member

Print or Type Name and Title

Federal Tax ID # _____

Signature of Authorized Officer _____

Seal

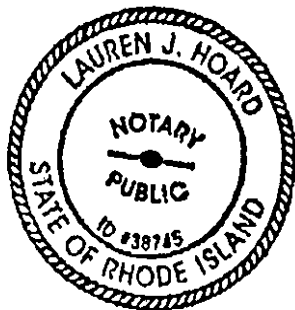
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Notary Public residing at North Kingstown RI
(Commission expires 3-11-22)

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ACKNOWLEDGEMENT

STATE OF _____ County of _____

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correct. WITNESS my hand and official seal

Notary Public residing at _____
(Commission expires _____)

Hopkins Hill Sand & Stone, LLC

Indemnitor Name and Address

Federal Tax ID #

Signature of Authorized Officer Seal

Signature of Authorized Officer Seal

Stephen A. Card, II, Managing Member

Print or Type Name and Title

Print or Type Name and Title

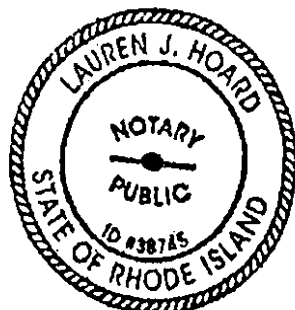
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and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I
certify under PENALTY OF PERJURY under the laws of the State of Rhode Island that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Lauren J. Hoard
Notary Public residing at North Kingstown RI
(Commission expires 3-11-22)



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ACKNOWLEDGEMENT

STATE OF _____ County of _____

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Notary Public residing at _____
(Commission expires _____)

Hopkins Hill Road Realty, LLC

Indemnitor Name and Address

Signature of Authorized Officer

Seal

Stephen A. Cardl, Manager

Print or Type Name and Title

Federal Tax ID #

Signature of Authorized Officer

Seal

Print or Type Name and Title

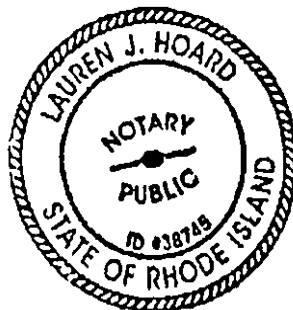
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Notary Public residing at North Kingstown Rt
(Commission expires 3-11-22)



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STATE OF _____ County of _____

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Notary Public residing at _____
(Commission expires _____)

AM Electric, LLC

Indemnitor Name and Address

Signature of Authorized Officer

Seal

Joshua Blais, Manager

Print or Type Name and Title

Federal Tax ID #

Signature of Authorized Officer

Seal

Print or Type Name and Title

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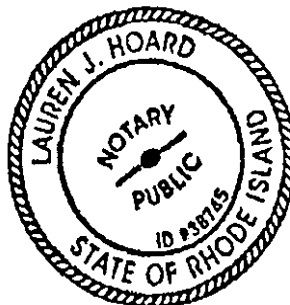
ACKNOWLEDGEMENT

STATE OF Rhode Island County of Kent

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Notary Public residing at North Kingstown RI
(Commission expires 3-11-22)



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Notary Public residing at _____
(Commission expires _____)

Rhode Island Construction Management Group, Inc.

Indemnitor Name and Address _____

Signature of Authorized Officer _____

Seal

Antonio B. Cardl, President

Print or Type Name and Title

Federal Tax ID # _____

Signature of Authorized Officer _____

Seal

Stephen A. Cardl, Secretary

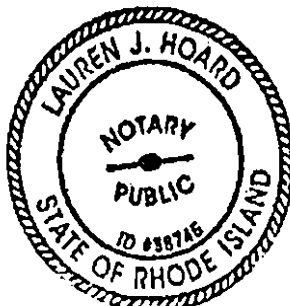
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(DATE) (NOTARY NAME)

Antonio B. Cardl, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of Rhode Island that the foregoing paragraph is true and correct. WITNESS my hand and official seal.



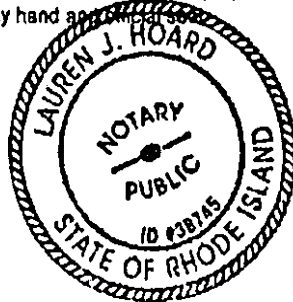
Notary Public residing at Nath Kingsdown RI
(Commission expires 3-11-22)

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ACKNOWLEDGEMENT
STATE OF Rhode Island County of Kent

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Lauren J. Hoard
Notary Public residing at Narragansett, RI
(Commission expires 3-11-22)

Cardi Construction Corporation

Indemnitor Name and Address

Antonio B. Cardl
Signature of Authorized Officer

Seal

Antonio B. Cardl, President

Print or Type Name and Title

Federal Tax ID #

Stephen A. Cardl
Signature of Authorized Officer

Seal

Stephen A. Cardl, Secretary

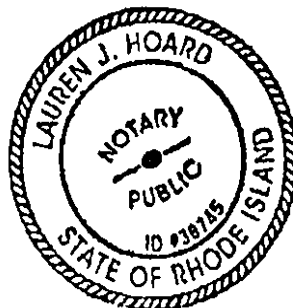
Print or Type Name and Title

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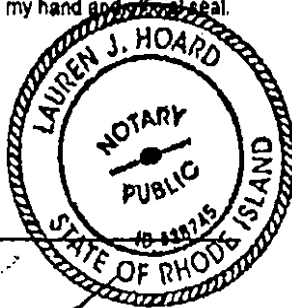
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Jefferson Davis Realty, LLC

Indemnitor Name and Address

Signature of Authorized Officer

Seal

Stephen A. Cardl, Managing Member

Print or Type Name and Title

Lauren J. Hoard
Notary Public residing at North Kingstown RI
(Commission expires 3-11-22)

Federal Tax ID #

Signature of Authorized Officer

Seal

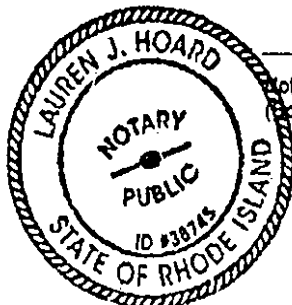
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Lauren J. Hoard
Notary Public residing at North Kingstown RI
(Commission expires 3-11-22)

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ACKNOWLEDGEMENT

STATE OF _____ County of _____

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Notary Public residing at _____
(Commission expires _____)

Interchange Realty, LLC

Indemnitor Name and Address

Federal Tax ID #

Signature of Authorized Officer _____ Seal

Signature of Authorized Officer _____ Seal

Stephen A. Cardi, Managing Member

Print or Type Name and Title

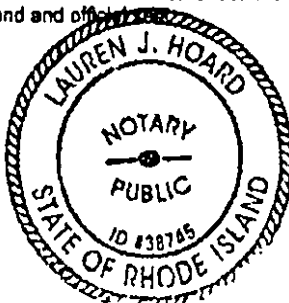
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Signature of Notary Public Lauren J Hoard
Notary Public residing at North Kingstown RI
(Commission expires 3-11-22)

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ACKNOWLEDGEMENT

STATE OF _____ County of _____

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Notary Public residing at _____
(Commission expires _____)

New London Turnpike Realty, LLC

Indemnitor Name and Address

Signature of Authorized Officer

Seal

Stephen A. Card, Managing Member

Print or Type Name and Title

Federal Tax ID #

Signature of Authorized Officer

Seal

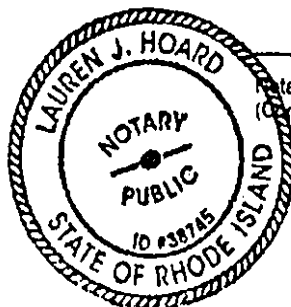
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Notary Public residing at _____
(Commission expires _____)

Fall River Ready-Mix Concrete, LLC

Indemnitor Name and Address

Signature of Authorized Officer _____ Seal

Stephen A. Cardi, Managing Member

Print or Type Name and Title

Federal Tax ID # _____

Signature of Authorized Officer _____ Seal

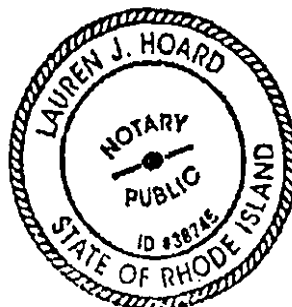
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Notary Public residing at _____
(Commission expires _____)

Cardi Corporation Ready Mix Concrete Inc.

Indemnitor Name and Address

Signature of Authorized Officer

Seal

Antonio B. Cardi, President

Print or Type Name and Title

Federal Tax ID # _____

Signature of Authorized Officer

Seal

Stephen A. Cardi, Secretary

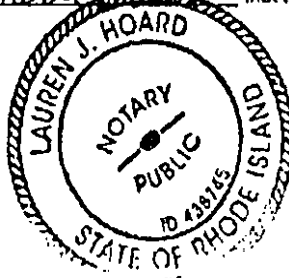
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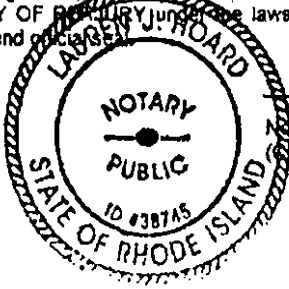
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Commission expires 3-11-22

Interchange Realty Corp.

Indemnitor Name and Address

Antonio B. Cardi
Signature of Authorized Officer

Seal

Antonio B. Cardi, President

Print or Type Name and Title

Federal Tax ID #

Stephen A. Cardi
Signature of Authorized Officer

Seal

Stephen A. Cardi, Secretary

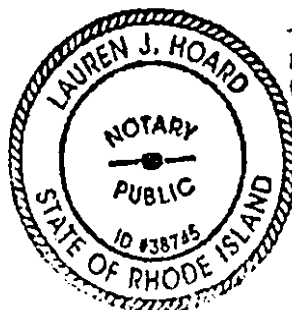
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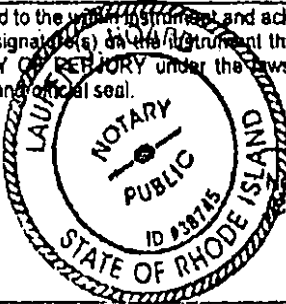
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Commission expires 3-11-22

IF INDEMNITOR IS AN INDIVIDUAL, SIGN BELOW:

Instructions: Signatures of individual indemnitors must be notarized. Indemnitors must include their Social Security Number. All signatures must be dated with names printed or typed on the line provided.

[Signature] 6/2/21
Indemnitor Signature Date

Antonio B. Cardi
Print or Type Name Social Security Number

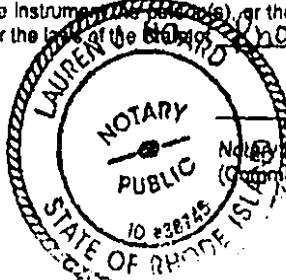
88 Varnum Drive
East Greenwich, RI 02818
Address

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Notary Public residing at NKINGSTOWN RI
Commission expires 3-11-22

[Signature] 6/2/21
Indemnitor Signature Date

Stephen A. Cardi
Print or Type Name Social Security Number

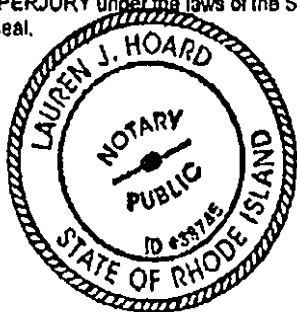
25 Devon Court
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Lauren J. Hoard
Notary Public residing at North Kingstown RI
(Commission expires 03-11-22)

ORIGIN ID KXAA (860) 289-2169	SHIP DATE 08 JUN 21
RUSS CENTERBURY	ACTWG1: 1.00 LB
ALLIANT	CAD: 102986210NET14340
40 STAFFORD DRIVE	
2ND FLOOR	
FARMINGTON CT 06032	
UNITED STATES US	BILL SHIPPER

TO JAMES BLUZARD	
ARGO GROUP US	
13100 WORTHAM CENTER DRIVE	
SUITE 290	
HOUSTON TX 77065	
(281) 640-7828	
REF	
PO #35 FRANKLIN STNY CT	
DEP:	

TRK# 7739 3759 5743	WED - 09 JUN 10:30A
0201	PRIORITY OVERNIGHT
XH LKSA	77065
	TX-US IAH




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2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning. Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on [fedex.com](https://www.fedex.com). FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.