RI SOS Filing Number: 202329571690 Date: 8/28/2023 2:38:00 PM 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) Christopher J. Reilly, Esq. Chiesa Shahinian & Giantomasi, PC 105 Eisenhower Parkway, Roseland, NJ 07052 **Print** Reset SEE BELOW FOR SECURED PARTY CONTACT INFORMATION 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 omt, modify, or aboreviate 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) 19 ORGANIZATIONS NAME Hopkins Hill Road Realty, LLC OR THE INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME (5)/INITIAL (S) 1c MAILING ADDRESS COUNTRY POSTAL CODE STATE 400 Lincoln Avenue Warwick RI ¹02888 US 2. DEBTOR'S NAME. Provide only one Debtor name (2a or 2b) (use exact, full name, do not om1, 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 UCC) Ad; 2a ORGANIZATION'S NAME 25 INDIVIDUAL'S SURNAME ADDITIONAL NAME(S)/INITIAL(S) F RST PERSONAL NAME SULFIX 2c MAILING ADDRESS CITY STATE TROSTAL CODE COUNTRY 3 SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY). Provide only one Secured Party name (3a or 3b) 3a ORGANIZATION'S NAME Argonaut Insurance Company OR 36 INDIVIDUAL'S SURNAME FIRST PERSONAL NAME ADDITIONAL NAME(S)1N AL(S) SUFFIX 3c MAILING ADDRESS 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)

Check only 1 applicable and check only one	box Collateral s	held in a Trust (see	JCC1Ad, tem 17 and	instructions)be	ing administered by a Dece	dent's Personal Representative
Sa. Check <u>on'y</u> 4 applicable and check <u>on'y</u> or	18 box			6b	. Check <u>or y</u> if applicable ar	nd check gally one box
Public-Finance Transaction	Manufactured-Home T	ransaction	A Debtor is a Trans	imiting Utility	Agricultural Lien	Non-UCC Filing
7. ALTERNATIVE DESIGNATION (if applicable	e) Lessee/Less	er Con	signee/Consignor	Seller/Buyer	Bailee/Bailor	Licensee/Licensor



ARGONAUT INSURANCE COMPANY GENERAL INDEMNITY AGREEMENT

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This General Indemnity Agreement (hereinafter "Agreement") is made and entered into by the undersigned and their subsidiaries, affiliates, parents, joint ventures, helps, 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 indomnitying 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 various, 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 be sue 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 fitigating 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 expanses 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:

- 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.
- Indemnity. To indemnify, hold hamless and exenerate 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(a) 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 swom to by an officer or other authorized representative of the Surety, and of the Surety's good faith in making the payment(s). "Good Faith," as used in this paregraph and elsewhere in this Agraement, shall be deemed to include any and all payment's, 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 refreely 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.
- Surety Reserve. The Surety may, in its sole discretion, establish a reserve to cover any actual or anticipated, flability, 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.

- 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 Agraement 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, materialman, 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, walvers 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, falling 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 Indomnitors shall not seek indomnity, contribution or collection of any other outstanding obligation against any other Indomnitors or their property until the obligations of the Indomnitors to Surety under this Agreement have been satisfied in full.
- 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 concoming indemnitors with governmental regulators, auditors, co-surelies, fronting
 companies, consultants, attorneys, and/or reinsurers.
- 10. Default. The Indermitors shall be in default of this Agreement it: (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 fall 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 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 determent 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 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' Walver. 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 fall 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; (c) 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 compilance 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 remody 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., Suita 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 pensi 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 walved 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.

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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 fall 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 Indomnity. 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 bohalf Bond(s) were issued has been sold, dissolved or whose ownership has been otherwise aftered 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 tieu 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.
- 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.
- 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 turnishing the report.
- 25. Separate Sults. 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.
- 28. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered against receipt therefore or mailed by registered or certified mail, return receipt requested, postage prepald, 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

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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 Confract, 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 stato; (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 tearning 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, (f) 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 indeeds by the performance work or obligations under any 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 gueranteed 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, nothwithstanding 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 78245. 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 interest 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 tabor, 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 monles 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 hurses 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 comminging. Such trust shall not leminate 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 imparable 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, mergar or consolidation (in one or more transactions) of ail 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 lifty (50%) percent or more of the beneficial ownership or control of any bond principal or indemnitor, directly or indirectly, of lifty (50%) percent or more of the beneficial ownership or control in any joint venture; subsidiary, division, affiliate, limited partnership, timited 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,

Argo GU(5)(H) 07-2020 Page 4 of 27

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, indemnity and save and hold harmless Surely 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 walking any claim which the indemnitors have or might hereafter have against Surety or its attorney-in-faction 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 5um
SUR0054549	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 HEREOF 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.

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Instructions:

Area GIA/SV/0 07-2020

- 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. Prease provide the entity's federal tax identification number on the tine provided.

3. All algoritures 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, bytaws, corporate resolutions and/or partnership, operating or limited liability agreements of such business

Date of this Agreement Regardless of Date of Signing:	June	3, 2021	
Cardi Corporation			
Indemnitor Name and Address		Federal Tax 10#	
Signature of Authorized Officer	Seal	Signature of Authorized Officer	Seal
Antonio B. Cardi, President	e ²	Stephen A. Cardi, Secretary	
Print or Type Name and Title		Print or Type Name and Title	
A notary public or other officer completing this certificate verifles 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 Rhode Island county	or Ken	 	

Page 5 of 22

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NOTARY NOTARY	Notary Public residing at LYATIK MISSION RI (Commission expires 3-11-22
Cardi Leasing Corporation	
ndemintor Name and Address	Federal Tax ID #
Highature of Authorized Officer Seal	Signature of/Authorized Officer Seal
Antonio B. Cardi: President	Stephen A Cardi, Secretary
Print or Type Name and Title	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.	
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Cardi Materials, LLC	Notary Public residing at. WAIL KINCS DWA RJ (Commission expires 3-11-22
Cardi Materials, LLC	
Indemnitor Name and Address	Federal Tax ID #
Signature of Authorized Officen Seal	Signature of Authorized Officer Seal
Stephen A. Cardi, Managing Member	
Print or Type Name and Title	Print or Type Name and Title
A notary public or other officer completing this certificate verifles 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.	
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Advantage Equipment Rentals, LLC			
Indemnitor Name and Address		Federal Tax ID #	
166			
Signature of Authorized Officer	Seal	Signature of Authorized Officer	Seal
Stephen A. Cardi, II, Menaging Member			
Print or Type Name and Title		Print or Type Name and Title	
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		Notary Public residing at
Jofferson Realty, LLC		
Indemnitor Name and Address	j	Federal Tex ID #
Signature of Authorized Officer	Seal	Signature of Authorized Officer Seal
Stephen A. Cardi, Managing Member		
Print or Type Name and Title		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.		
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Hopkins Hill Sand & Stone, LLC	•			
Indemnitor Name and Address			Federal Tex ID #	, , , , , , , , , , , , , , , , , , ,
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Signature of Authorized Offic	er S	eal	Signature of Authorized Officer	Seal
Stephen A. Cardi, II, Managing	Member			
Print or Type Name and Title			Print or Type Name and Title	
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Hopkins Hill Road Realty, LLC			
Indemnitor Name and Address	2/1/	Federal Tax ID #	
Signature of Authorized Office Stephen A. Cardi, Manager	Soal Soal	Signature of Authorized Officer	Seal
Print or Type Name and Title		Print or Type Name and Title	
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Print or	Type Name and Title		Print or Type Name and Title
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Rhode Island Construction Management Group, in		
Signature of Authorized Officer Antonio B. Cardi, President	Seal Signature of Authorized C	
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	Cardi Construction Corporation
	Indemnited Name and Address Federal Tax ID #
/	Signature of Authorized Officer Seal Signature of Authorized Officer Seal
	Antonio B. Cardi, President Stephen A. Cardi, Secretary
	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 ROOM IS AND County of Kent
	On June 4, 2021 before me, Jauren J. Hoard personally appeared
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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	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.	
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tephen A. Cardi, Managing I	Member			
rint or Type Name and Titl	8		Print or Type Name and Title	
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verifies o	public or other officer completing this certifical nly the identity of the individual who signed th It to which this certificate is attached, and not the	ne		
truthfulne	EDGEMENT Rhod Slare Cour			
on Ju	10 4, 2021 before me,	Lauren J.	Hoard	personally appeared
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		IN J. HOARD	2	wn Rj
	The state of the s	PUBLIC PUBLIC PROPERTY OF RHOOF		
		- ALLA SI GAT		

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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 County of	
On before me,	(NOTARY NAME) personally appeared
whose name(s) is/are subscribed to the within instrument and ac capacity(les), and that by his/her/their signature(s) on the instrument	(NOTARY NAME) who proved to me on the basis of satisfactory evidence to be the person(s) knowledged to me that he/she/they executed the same in his/her/their authorized the person(s), or the entity upon behalf of which the person(s) acted, executed the fithe State of
	Notary Public residing at
Cardi Corporation Ready Mix Concrete inc.	
Indemnitor Name and Address	Federal Tax 10#
Signature of Authorized Officer Seal	Signature of Authorited Officer Seal
Antonio B. Cardi, President	Stephen A. Cardi, Secretary
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the	Print or Type Name and Title
document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. ACKNOWLEDGEMENT O	v.
ACKNOWLEDGEMENT Rhode ISLAND County of	
Antonio B. Cardi , who proved to me on the basis	personally appeared (NOTARY NAME) of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the cuted the same in his/her/their authorized capacity(ies), and that by his/her/their floor which the person(s) acted, executed the instrument. I certify under PENALTY Of that the foregoing paragraph is true and correct. WITNESS my hand and official commission expires. Notary Public residing at. NAME KING TIWN (Commission expires. 3-11-22.

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STATE OF Know Island	County of Kent		
On JUKE 4.2021 before me,	Lauren J		personally appeared
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	ANDLANT)	Neary Public residing at Now (Commission expires	
Interchange Resity Corp.	OF NHOOE	^ ` ,	
Indemnitor Name and Address Signature of Authorized Officer	J. Seal	Federal Tax ID.# Signosure of Authorized Officer	Land Axi Seal
Antonio 8, Cardi, President	l.	Stephen A. Cardi, Secretary	
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A notary public or other officer completing this verifies only the identity of the individual who s document to which this certificate is attached, a truthfulness, eccuracy, or validity of that document to the contract of	signed the and not the		
ACKNOWLEDGEMENT ROOK ISLAND	County of Kent		
on July 4,2021 before me,	Lauren.		personally appeared
Antonio B. Cardi who p to the within instrument and acknowledged to m signature(s) on the instrument the person(s) or to PERJURY under the laws of the State of seal.	is that he/she/they executed the entity upon behalflof which t	(NOTARY NAME) slistactory evidence to be the person() se same in his/her/their authorized cal he person(s) acted, executed the instr- le foregoing paragraph is true and corr	pacity(les), and that by his/her/their urnent, I certify under PENALTY OF
	NOTARY AND STATE OF THE PROPERTY OF THE PROPER	Notary Public residing at NATA (Commission expires 3-11-22	Kuppown RI
	PUBLIC STATES OF	(Commission expires 3-11-27	
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ACKNOWLEDGEMENT NOC	Usland county of Ke	nt	
on June 4,2021	before me,	ren J Hoard	personally appears
Stephen A. Cardi to be the person(s) whose name authorized capacity(ies), and the executed the Instrument. I certi	at by his/he//their signal(1944) on which it under PENALTY OF REPLICATION TIMESS my hand and official social.	who proved to reinfact and acknowledged to me that he/she drive the entity up that the the entity up	on behalf of which the person(s) acte
IF INDEMNITOR IS AN INDIVID			
Instructions: Signatures of indivi with names printed or typed on t instantitor Signature	dual Indemnitors must be notarized. In the line provided.	ndamnitors must include their Social Securit	y Number. All signatures must be dat
Antonio B. Cardi		88 Vernum Drive East Greenwich, RI 02818	
verifies only the identity of the document to which this certifica truthfulness, accuracy, or valid	ate is attached, and not the lity of that document		
	de Sland county or Ke		
(DATE) Antonio	before me,	(NOTARY HAVE), who proved to me on the basis of a	personally appear
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	B 7 42	Notable Rublic residing at N K PUBLIC (Comprission expires_	14010mn KI
Indemnitor Signature	(S)	JE JACOLI,	
Stephen A. Cardi		25 Devon Court	
Print or Type Name	Social Security Number	East Greenwhich, Rt 02818 Address	

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ACKNOWLEDGEMENT Knode Island	county of Kent	
On June 4, 2021 before me,	Lauren J. Hoard (NOTARY NAME) who proved to me on the basi	personally appeared personally appeared person(s
capacity(ies), and that by his/her/their signature(s instrument. I certify under PENALTY OF PERJUR correct. WITNESS my hand and official seal.	instrument and acknowledged to me that he/sha/they etc) on the instrument the person(s) or the entity upon bear y under the laws of the State of Khozu Slaw in HOARD Notary Public residing at (Commission expires Public Property of Research Commission expires Public Personal Research Commission expires Personal Research Commission	lalf of which the person(s) acled, executed the that the foregoing paragraph is true and

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