

UCC-3 Form - AMENDMENT

AMENDMENT ACTION - COLLATERAL DELETE

Original File Number: **202328765720**

FILER INFORMATION

Full name:

Email Contact at Filer: **JULIE@KAZLOWFIELDS.COM**

SEND ACKNOWLEDGEMENT TO

Contact name: **KAZLOW & FIELDS, LLC**

Mailing Address: **8100 SANDPIPER CIRCLE, STE 204**

City, State Zip Country: **BALTIMORE, MD 21236 USA**

NAME OF THE SECURED PARTY OF RECORD AUTHORIZING THE AMENDMENT: CRUM & FORSTER

COLLATERAL

THE SECURED PARTY HAS AGREED TO A PARTIAL RELEASE OF COLLATERAL. THE COLLATERAL RELEASED IS SPECIFIED IN EXHIBIT C TO THE ATTACHED PARTIAL RELEASE OF LIENS AND SECURITY INTEREST. ALL OTHER COLLATERAL INCLUDED IN THE ORIGINAL FINANCING STATEMENT (UCC-1), AND THE SECURED PARTY'S SECURITY INTEREST IN THAT COLLATERAL, REMAINS UNCHANGED BY THIS FILING AND IS EXPLICITLY PRESERVED.

RECORD AND RETURN TO:

Cardi Corporation
c/o Jeremy Ritzenberg
400 Lincoln Avenue
Warwick, Rhode Island 02816

PARTIAL RELEASE OF LIENS AND SECURITY INTEREST

This Partial Release (this "Release"), made as of September 19, 2023, is given by Crum & Forster, having an office at 305 Madison Avenue, Morristown, New Jersey 07960 (the "Surety"), to Cardi Corporation, having an office at 400 Lincoln Avenue, Warwick, Rhode Island 02816 (the "Principal").

WHEREAS, a certain General Indemnity Agreement (the "GIA") dated as of February 25, 2019, was executed by the Principal, and others, in favor of the Surety, and the Surety filed a UCC-1 Financing Statement with the Rhode Island Secretary of State on March 7, 2023, as Filing No. 202328765720 (the "UCC Statement" and, together with the GIA, the "Secured Instruments"), which Secured Instruments grant the Surety liens and secured interests in certain personal property of the Principal, such interests being more particularly described on the GIA and UCC Statement attached, respectively, as Exhibit A and Exhibit B hereto and incorporated for all purposes by reference; and

WHEREAS, the liens and security interests created by the Secured Instruments exist against, among other property, the personal property described in Exhibit C attached hereto and incorporated herein for all purposes by this reference (the "Subject Property"); and

WHEREAS, Surety desires to release the liens and security interests existing under the Secured Instruments insofar as such interests relate to and cover the Subject Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Surety has RELEASED, DISCHARGED, RETRANSFERRED and REASSIGNED, without warranty or recourse, and by these presents does hereby RELEASE, DISCHARGE, RETRANSFER, and REASSIGN, without warranty or discourse, the Subject Property from all liens and security interests held by Surety, including, without limitation, the liens and security interests created by the GIA and/or reflected in the UCC Statement, together with any and all rights that Surety may otherwise now or hereafter have to establish or enforce any such liens or security interests against the Subject Property as security for payment of any other or future indebtedness of the Principal.

It is expressly agreed and understood that this is a PARTIAL RELEASE and that it shall in no manner release, affect or impair the liens and security interests in favor of Surety, under the Secured Instruments or otherwise, against any property other than the Subject Property.

Surety further agrees to execute and deliver to the Principal all instruments necessary to amend the UCC Statement to reflect the partial release and discharge of liens and security interests provided by this Release, including, if necessary, recording a copy of this Release with the Rhode Island Secretary of State.

IN WITNESS WHEREOF, this Partial Release of Liens and Security Interests is executed on the date of the acknowledgment below, but effective as of September 15, 2023.

Witnessed or Attested by:

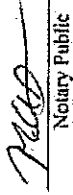
CRUM & FORSTER



 (Seal)
By: Beth J. Rotenberg
Title: VP, Safety & Risk

STATE OF New Jersey)
COUNTY OF Marlboro) ss:

On September 26, 2023 before me came Beth J. Rotenberg to me known, who, being by me duly sworn, did depose and say that he/she/they is/are the VP & Safety of Crum & Forster, the corporation described in, and which executed, the foregoing instrument, and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public

Matthew A. Snyder
NOTARY PUBLIC
State of New Jersey
ID # 50007350
My Commission Expires 1/23/2024



Exhibit A

GENERAL INDEMNITY AGREEMENT

We the undersigned, individually and for and on behalf of all other Indemnitors (as hereinafter defined), enter into this General Indemnity Agreement (this "Agreement") in favor of the Company (as hereinafter defined).

WHEREAS, at the request of the Indemnitors, Bonds (as hereinafter defined) have heretofore been and/or may hereafter be executed by Company. In connection with the execution, delivery and/or assumption of obligations of such Bonds, Company requires complete indemnification.

WHEREAS, this Agreement shall be deemed effective on the earliest date on which any Indemnitor executes this Agreement.

NOW, THEREFORE, as an inducement to Company and in consideration of Company's execution, procurement, and/or delivery of one or more Bonds, refraining from canceling one or more Bonds, and/or assumption of obligations by Company of one or more Bonds, and for other good and valuable consideration, the Indemnitors jointly and severally agree with Company as follows:

1. Incorporation of Precatory Clauses. The precatory ("whereas") clauses are incorporated herein and made a part of this Agreement.
2. Definitions. For purposes of this Agreement, the following definitions apply, which definitions shall be equally applicable to both the singular and plural forms of such terms:

The term "Bond" shall mean any and all bonds, undertakings, guarantees, contractual obligations, and writings or statements of prequalification or commitment, including Modifications thereof, which Company has executed or procured, or for which Company has an obligation as a result of an asset purchase, acquisition, merger or like transaction, issued for or on behalf of any one or more of Indemnitors (without regard to whether any such Indemnitors signed this Agreement), their respective present or future direct or indirect parent companies, subsidiaries and affiliates and all of their respective successors and assigns, whether issued in paper form or electronically. For the purpose of this Agreement, "Modifications" shall include but not be limited to renewals, substitutions, riders, endorsements, reinstatements, replacements, increases or decreases in penal sum, continuations, and extensions.

The term "Claim" shall mean any claim, notice of default, notice of termination, demand for payment, demand for meeting, action, proceeding, suit, judgment, or any form of notice, claim or demand received by Company in connection with any Bond or Contract.

The term "Company" shall mean United States Fire Insurance Company, any of its present or future direct or indirect parent companies, any of the respective present or future direct or indirect affiliates or subsidiaries of such companies and parent companies, and/or any of the aforementioned entities' successors or assigns, and/or any co-sureties, reinsurers or any other person or entity, including any other surety, underwriting or participating in underwriting any Bond at Company's request.

The term "Contract" shall mean any agreement of, or undertaking by, any Indemnitor, the performance of which is bonded by Company and all Modifications thereof, whether made before or after the date of this Agreement, and all agreements between Indemnitors and Company. This shall also include, without limitation, any contract or obligation, the performance of which is guaranteed or covered either in whole or in part under a Bond.

The term "Default" shall mean the occurrence of any one or more of the following: (i) a declaration of Contract default and/or termination by any Obligor; (ii) any demand by an Obligor, other Bond beneficiary and/or payment bond claimant against a Bond; (iii) actual breach or abandonment of any Contract; (iv) a breach of any provision of this Agreement; (v) failure to make payment of a properly due and owing bill or debt in connection with any Contract and/or this Agreement; (vi) failure to pay for any labor or materials when such payment is due; (vii) failure to deposit collateral security as required by this Agreement or otherwise; (viii) failure to provide timely financial information; (ix) Company's establishment of a reserve; (x) failure to pay premium; (xi) a dissipation or diversion of assets or Property by an Indemnitor which impairs the performance of any term or condition of this Agreement or any Contract; (xii) any proceeding which deprives an Indemnitor of the use or interferes with an Indemnitor's use of any supplies, tools, plant, machinery, equipment or materials required for the performance of any Contract; (xiii) any Indemnitor's becoming the subject of any proceeding or agreement of bankruptcy, receivership, insolvency, or creditor assignment, or actually becoming insolvent; (xiv) any Indemnitor's dying, becoming legally incompetent, being imprisoned, being convicted of a felony, or disappearing and being unable to be located; (xv) any representation furnished to Company by or on behalf of any Indemnitor that is materially false or misleading when made, including, without limitation, the Indemnitor's financial information; (xvi) the transfer by an Indemnitor of more than ten percent (10%) of Indemnitor's assets to another without consideration; and/or (xvii) any change in control or existence of any Indemnitor.

The term "Indemnitor" shall mean the undersigned persons or entities, individually and collectively, and all of their existing or prospective heirs, personal representatives, executors, administrators, parent companies, purchasers, successors (through asset acquisition or otherwise), assigns, related entities, co-venturers, joint ventures, affiliates, subsidiaries, divisions, and marital communities along with any entity (whether partially or wholly owned and/or controlled) of whatever description and whenever formed or acquired in which any Indemnitor has ownership or beneficial interest. Indemnitor shall also include any Principal. The term "Indemnitor" shall also include all new Indemnitors added to this Agreement by rider, and all of their heirs, executors, administrators, successors and assigns, and any entity that obtains Bonds from Company at the request of any of the aforementioned parties, or any combination of the above.

The term "Loss" shall mean all demands, liabilities, losses, costs, damages and expenses of any kind or nature, including legal fees and expenses, court costs, technical, engineering, accounting, consultant, expert witness and/or other professional fees and expenses, including the cost of in-

house professionals, which Company incurs, or to which it may be exposed, in connection with any Bond or this Agreement, including but not limited to all loss and expense incurred by reason of: (i) Company's having executed any Bond or any other instrument or any Modification thereof; (ii) any investigation by Company in connection with any Bond or Contract; (iii) Company's prosecuting or defending any action in connection with any Bond; (iv) Company's obtaining or attempting to obtain the release of any Bond; (v) Company's recovering or attempting to recover Property (as hereinafter defined) in connection with any Bond or this Agreement; (vi) Indemnitors' failure to perform or comply with any promise, covenant, or condition of this Agreement; (vii) Company's enforcing by litigation or otherwise any of the provisions of this Agreement; and (viii) all interest accruing thereon at the maximum legal rate. Loss shall also include any and all amounts sufficient to discharge any Claim made against Company on any Bond and shall further include any premiums due on any Bond issued by Company on behalf of the Principal.

The term "Obligee" shall mean any person or entity in whose favor a Bond has been issued, and that person's or entity's successors and assigns, to the extent permitted by the Bond or at law.

The term "Principal" shall mean any person or entity in whose name a Bond is executed; and shall include any Indemnitor for which Company has issued or shall issue any Bond.

The term "Property" shall mean Indemnitors' rights, title and interest, whether now held or hereafter acquired in, or growing in any manner out of, or in any way related to: (i) Contract or contract, bonded or non-bonded, in which any Indemnitor has an interest, including but not limited to subcontracts let; (ii) any and all sums due or which may hereafter become due under any Contract or contract, bonded or non-bonded, in which any Indemnitor has an interest and all damage claims and proceeds related thereto; (iii) all rights arising under any surety bonds or insurance policies; (iv) any and all accounts receivable, letters of credit, documents of title, bills of lading, warehouse receipts, machinery, plants, equipment, tools, materials, supplies, inventory, vehicles, hardware, software, machine tools, fixtures, office equipment, books records, designs, licenses, patents, intellectual property, as-builts, construction drawings and documents, and all electronically stored information; (v) any and all real property owned by the Indemnitors, including all fixtures and (vi) any and all claims relating to or arising from any Contract or contract, bonded or non-bonded, in which any Indemnitor has an interest.

3. Joint and Several Liability. The obligations of the Indemnitors hereunder are joint and several. Company is authorized to settle with any one or more of the Indemnitors individually, and without reference to the others, and any such settlements shall not bar or prejudice actions by Company against or affect the liability of the other Indemnitors.

4. Premium. The Indemnitors shall pay Company, in advance, the premiums or charges of Company for each Bond or other instrument issued hereunder, and shall, where the premium or charge is annual, continue to pay same, until Company has received written evidence satisfactory to the Company of its final discharge or release from all liability on the Bond and in connection with all matters related thereto. It is understood and agreed that all premium is fully earned upon issuance of any Bond and is not refundable. If for any reason the price or amount of any Contract is increased, or additional work is performed under the Contract for an additional charge, the Indemnitors will pay Company additional premium at the rates then in effect. Any increase in the price of any Contract and any increase in the amount of any Bond, whether or not notice thereof is given to Indemnitors, shall not operate to discharge the obligations of Indemnitors hereunder to Company.

5. Indemnification and Hold Harmless. The Indemnitors hereby jointly and severally covenant, promise and agree to exonerate, defend, indemnify and hold harmless Company from and against any and all Loss, irrespective of whether Company has made any payment under any of its Bonds or whether the Indemnitors may have assumed, or offered to assume, the defense of Company upon any claim. Company shall be entitled to immediate reimbursement for any and all Loss incurred by it in good faith and under the belief that it was liable for the sums and amounts so disbursed, or that it was necessary or expedient to make such payments. An itemized, sworn statement of Loss by an employee of Company, or other evidence of payment, shall be *prima facie* evidence of the propriety, amount and existence of Indemnitors' liability. Indemnitors shall pay to Company interest on all disbursements made by Company at the maximum rate permitted by law, calculated from the date of each such disbursement. The Indemnitors will, at the request of the Company, procure the discharge of the Company from any Bond and all liability by reason thereof.

6. Settlement of Claims. Company shall have the right to adjust, settle or compromise any Claim unless the Indemnitors: (i) request, in writing, Company to litigate, defend, or appeal such Claim; and (ii) deposit with Company, at the time of such request, cash or collateral satisfactory to Company in kind and amount, to be used in paying any judgment or judgments rendered or that may be rendered, with interest, costs, expenses and attorneys' fees, including those of Company, and to the extent that such litigation, defense, or appeal is not otherwise prohibited by law. Company's decision to adjust, settle or compromise any Claim shall be final and binding upon the Indemnitors. Company shall at all times have the right, but not the obligation, to retain the counsel and experts of its choice to defend itself from any Claim or to prosecute an action to preserve Company's rights with respect to collateral security, Contract funds, trust funds, liens on any bonded project or this Agreement, and the cost of retaining such counsel and experts shall fall within the Indemnitors' obligation to indemnify, exonerate and hold Company harmless.

7. Collateral Security. Immediately upon demand by Company, the Indemnitors shall deposit with Company a sum of money, as collateral security, in an amount Company, in its sole and absolute discretion, deems necessary at the time of said demand to protect Company from actual or anticipated Loss. Demand may be made as soon as: (i) the assertion of any Claim against Company; or (ii) Company determines that liability exists under any Bond; or (iii) Company has a reasonable basis to believe that it may incur or sustain liability or Loss; or (iv) any diversion of funds relating to any Contract by any Indemnitor in violation of this Agreement or applicable law; or (v) Company deems itself insecure, whether or not Company has made any payment or established any reserve and whether or not it has received notice of, accepted or denied any Claim in whole or in part. Company shall be entitled to apply any collateral security held by it under this Agreement or any collateral security agreement between it and any of the Indemnitors to the satisfaction of or in reimbursement of Company as a result of its satisfaction of any Claim and to the direct payment of or reimbursement to itself of any Loss. Company shall have no duty to invest, or provide interest on, any collateral security deposited by the Indemnitors. The Indemnitors acknowledge and agree that their failure to immediately deposit with Company any sums demanded under this section shall cause irreparable harm to Company for which it has no adequate remedy at law. Indemnitors agree and shall stipulate in any legal proceeding that Company is entitled to injunctive relief for specific performance of said collateral deposit obligation and do hereby expressly waive and relinquish any claims or defenses to the contrary. Indemnitors further agree that any order enforcing this provision of this Agreement shall operate as a judgment, lien and encumbrance on any Property owned by the Indemnitors.

8. **Remedies Upon Default.** Effective as of the date of this Agreement or the date of any Bond, whichever is earlier, Indemnitors irrevocably assign, convey and transfer to Company all of their rights, title and interests in, or growing in any manner out of the Property, and, in the event of Default, Company shall have the right, in its sole discretion, to take any or all of the following actions: (i) take possession of the work under any Contract and to complete said Contract, or cause, or consent to, the completion thereof; (ii) immediately take possession of Indemnitors' Property and utilize the Property for the completion of the work under any Contract without liability for any payment or losses arising from such use; (iii) assert or prosecute any right or claim in the name of any Indemnitor and to settle any such right or claim as Company sees fit; (iv) execute in the name of any Indemnitor, any instruments deemed necessary or desirable by Company to: (a) provide Company with title to the Property; (b) take immediate possession of the Property, including but not limited to Contract funds whether earned or unearned; (c) collect such sums as may be due Indemnitors and to endorse in the name of Indemnitors; and (d) collect on any negotiable instruments; (v) require any Obligor to withhold payment of Contract funds unless and until Company consents to its release; (vi) be subrogated to all the rights, remedies, properties, funds, securities and receivables relating to Indemnitors' Contracts or contracts; and have the right to offset Loss on any Contract or Bond against proceeds, funds or payments, monies and properties that are due or may become due on any Contract or contract; and/or (vii) commence a legal proceeding to enforce any or all of the provisions of this Agreement. Further, in the event of Default, and upon demand, Indemnitors shall direct that all payments, monies, and properties that are due or may become due on any Contract be made payable to, and/or sent directly to, Company or Company's designated agent, and shall issue whatever writing or notices as deemed necessary by Company to effectuate the default and/or termination of any Contract.

9. **Trust Fund.** All payments due or received for or on account of any Contract, whether or not in the possession of any Indemnitor, shall be held in trust as trust funds by Indemnitors for the benefit and payment of all obligations for which Company as beneficiary may be liable under any Bond. Upon demand by Company, the Indemnitors shall implement the trust or trusts provided for by this paragraph of this Agreement by the creation of an account or accounts with a bank or similar depository designated by Company, and such account shall be controlled by an escrow agent to be designated by Company, which account or accounts shall be designated as a trust account or accounts for the deposit of such trust funds, and shall deposit there all monies received for or on account of any Contract(s). Withdrawals from such account(s) shall require the express consent of Company.

10. **Security Interest.** As security for the performance of all of the provisions of this Agreement, Indemnitors hereby assign, transfer, pledge, convey and grant to Company a security interest in the following properties, assets and rights of Indemnitors, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof: all goods (including inventory, machinery, equipment, tools, materials, supplies and any accessions thereto), instruments (including promissory notes), documents, accounts, chattel paper, deposit accounts, letter-of-credit rights, securities and all other investment property, supporting obligations, any Contract or contract rights, whether bonded or non-bonded, or rights to the payment of money, insurance claims and proceeds, and all general intangibles. This Agreement shall for all purposes constitute a Security Agreement for the benefit of Company in accordance with the Uniform Commercial Code ("UCC") and all similar statutes. Indemnitors hereby irrevocably authorize Company, without notice to any Indemnitor, to perfect the security interest granted herein, by filing this Agreement or a copy or other reproduction of this Agreement. Company 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 Company's exercise of any of its rights as a secured creditor under this Agreement shall not be a waiver of any of Company's legal or equitable rights or remedies, including Company's right of subrogation.

11. **Power of Attorney.** The Indemnitors hereby irrevocably nominate, constitute, appoint and designate Company or its designee as their attorney-in-fact with the right, but not the obligation, to exercise all of the rights of the Indemnitors assigned, transferred and conveyed to Company in this Agreement, and in the name of any Indemnitor, to make, execute or endorse and deliver any and all additional or other assignments, releases, agreements, documents or papers deemed necessary and proper by Company in order to give full effect not only of the intent and meaning of the within assignments, but also to the full protection intended to be given herein to Company under all other provisions of this Agreement, the Bond(s) or otherwise. This power of attorney is irrevocable and is coupled with an interest and shall survive the subsequent disability or legal incapacity of any or all of the Indemnitors. The Indemnitors hereby ratify and affirm all acts and actions taken and done by Company as such attorney-in-fact. The Indemnitors waive any and all claims they had, now have or may ever in the future have against Company as a result of its having taken any action or done anything as such attorney-in-fact or otherwise under this Agreement. The Company shall have the right as such attorney-in-fact to assert, pursue, prosecute, compromise or settle, in whole or in part, and at the Indemnitors' expense, all of the Property, rights, actions, causes of action, claims, and demands assigned by the Indemnitors to the Company.

12. **Books and Records.** Indemnitors shall have a continuing obligation to provide current financial information to Company until such time as all obligations of the Indemnitors hereunder have been discharged. Company, at any time, shall have continuous and uninterrupted access to the books, records, accounts and non-consumer and consumer credit reports of the Indemnitors and to all matters and information concerning any Bond(s) or instrument(s) executed by Company and the financial condition, credit worthiness and assets of any Indemnitor until the liability of Company under each and every Bond or other instrument executed by it and each and every obligation of the Indemnitors under this Agreement is terminated and discharged to the satisfaction of Company. Banks, depositories, consumer credit reporting agencies, materialmen, supply houses, Obligees, and all other persons and organizations are hereby authorized to furnish Company, at its request, any information (including copies thereof) requested including, but not limited to, consumer credit reports of any individual Indemnitor, the status of work under contracts being performed by an Indemnitor, the condition of the performance of such contracts and payments of such accounts. Regarding consumer credit reports, each Indemnitor agrees that a photocopy of this Agreement shall constitute a written request of the Indemnitor which the Company may present to a Consumer Credit Reporting Agency as proof of Company's authority to obtain a Consumer Report as defined under the Fair Credit Reporting Act.

13. **Decline Execution.** Company may decline to execute any bond for which request is made without incurring any liability to and without affecting the obligations of the Indemnitors with respect to any other Bond issued hereunder. Notwithstanding that Company may have executed a bid or proposal Bond in connection with any proposed contract, Company shall have the right to decline to execute any performance, payment or other bond that may have been required in connection with the award of such contract without incurring any liability to the Indemnitors and without affecting the obligations of the Indemnitors with respect to the bid or proposal Bond.

14. **Waiver of Notice.** Indemnitors waive notice of: (i) the execution of any Bond or any Modification thereof; (ii) any Default or any other event that may give rise to or increase liability under any Bond or under this Agreement; (iii) any settlement or compromise between Company and another Indemnitor; (iv) the making of a Claim against Company; (v) Company's loaning of funds to any Principal; (vi) any disposition or

compromise of collateral; and (vii) any payment or settlement of a Claim. Company is authorized and empowered, without notice to or knowledge of the Indemnitors, notice being hereby expressly waived, to issue any Bonds on behalf of Principal or Modifications thereof, to assent, or to refuse to assent, to any change whatsoever in the Bonds, and/or any Contracts, and/or in the general conditions, plans and/or specifications accompanying said Contracts, including, but not limited to, any change in the time for the completion of said Contracts and to payments or advances thereunder before the same may be due, and to assent, or to refuse to assent, to or take any assignment or assignments, to execute or consent to the execution of any continuations, extensions or renewals of the Bonds or Contracts and to execute any substitute or substitutes therefor, with the same or different conditions, provisions and obligees and with the same or larger or smaller penalties, it being expressly understood and agreed that the Indemnitors shall remain bound under the terms of this Agreement even though any such assent or the refusal to assent by Company does or might substantially increase the liability of the Indemnitors.

15. Notice to Company. The Indemnitors shall immediately notify Company, in writing, of any: (i) facts which might give rise to any Claim; (ii) Claim growing out of or relating to any Bond or other instrument executed by Company on behalf of any of the Indemnitors; (iii) notice or knowledge Indemnitors receive that the liability insurance of an Indemnitor named as a principal in a Bond has been or will be canceled, terminated or non-renewed for any reason or that such coverage will be reduced; (iv) material change in the financial condition of any Indemnitor; (v) filing by an Indemnitor of an assignment for the benefit of any creditors; (vi) filing of a petition in bankruptcy under the federal bankruptcy act either by or against any Indemnitor; or (vii) levy by the Internal Revenue Service or other creditor on trust funds, whether such funds are held by an Oblige or an Indemnitor.

16. Lawsuits. The Indemnitors submit to the jurisdiction of the state and federal courts situated in New York, waiving any defenses of lack of personal jurisdiction and waiving venue arguments, including forum non conveniens, in any action brought by Company in the State of New York. Company reserves the right to bring an action in any state where an Indemnitor has substantial contacts or where a project covered by a Bond subject to this Agreement is located or where a claimant brings suit against Company on a Bond covered by this Agreement and Indemnitors agree to submit to the jurisdiction of the courts in such state. In any action by Company against the Indemnitors, or any of them, each agrees that service of process may be made on any one of them and will be effective as to all of the Indemnitors. This Agreement shall be governed by the laws of the State of New York, without regard to conflicts of laws principles. Separate suits or proceedings may be brought by Company on this Agreement as causes of action accrue.

17. Termination. Any Indemnitor, other than an Indemnitor designated as a principal on a Bond, shall have the right at any time to request cancellation of this Agreement as to such Indemnitor by delivering written notice to Company by certified or registered mail. Such cancellation shall not become effective until the earlier of thirty (30) days after Company's actual receipt of such notice or the date of written acceptance thereof by Company. Such cancellation shall not relieve such Indemnitor from liability for any Bond or other instrument executed by Company prior to the date of such cancellation and any Modifications thereof, nor shall it affect any obligations or liability of any Indemnitors who do not request cancellation.

18. Invalidity, Severability. If any provision of this Agreement is deemed void or unenforceable under any law governing its construction or enforcement, this Agreement shall not be voided or terminated thereby, but shall be enforced with the same effect as though such provision were omitted. If any Indemnitor fails to execute or improperly executes this Agreement or if any Indemnitor shall fail to be bound hereby for any reason, the remaining Indemnitors shall nevertheless be bound hereunder. This Agreement may be executed in counterparts, and facsimile signatures shall be acceptable as originals.

19. Company's Rights. Company's rights under this Agreement are cumulative with, and in addition to, all other rights of the Company, however derived. Company shall have every right, remedy or defense of a personal surety without compensation.

20. Waiver and Subordination. The Indemnitors waive and subordinate all rights of indemnity, subrogation and contribution each may have, against the other until all of their obligations to Company under this Agreement, at law or in equity, have been satisfied in full.

21. Homestead. Each of the Indemnitors does hereby waive all right to claim any Property, including homestead, as exempt from levy, execution, sale or other legal process under the law of any state, province or government as against the rights of Company to proceed against the same for indemnity hereunder.

22. Resolutions. The Indemnitors have a substantial, material and beneficial interest in: (i) the obtaining of Bonds by any of the Indemnitors; and (ii) the transaction(s) for which any Indemnitor has applied or will apply to Company for Bonds pursuant to this Agreement. Indemnitors have the full power and authority to execute, deliver and perform this Agreement and to carry out the obligations stated herein.

23. Changes to this Agreement. This Agreement may only be modified by a written rider signed by an officer of Company.

24. Jury Waiver. THE INDEMNITORS HEREBY KNOWINGLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF THIS AGREEMENT.

This General Indemnity Agreement, made and entered into this 25 day of FEBRUARY, 2019, is executed by the undersigned, individually and for and on behalf of all other Indemnitors (as hereinafter defined) for the purpose of indemnifying Company (as hereinafter defined) and any other entity who may act as surety, in connection with any Bond.

(ALL SIGNATURES MUST BE ACKNOWLEDGED BELOW)

<p>WITNESSED:</p> <p>By: <u>[Signature]</u></p> <p>Name: <u>Leilani Gonzalez</u></p>	<p>Principal/Corporate Indemnitor: <u>AM Electric, LLC</u></p> <p>By: <u>[Signature]</u></p> <p>Name: <u>Stephen A. Cardi, II</u></p> <p>Title: <u>Member</u></p> <p>Address: <u>385 Lincoln Ave, Warwick, RI 02888</u></p> <p>State of incorporation: <u>RI</u></p> <p>Federal Taxpayer ID: <u>82-9391403</u></p>
<p>WITNESSED:</p> <p>By: <u>[Signature]</u></p> <p>Name: <u>Leilani Gonzalez</u></p>	<p>Principal/Corporate Indemnitor: <u>Cardi Corporation</u></p> <p>By: <u>[Signature]</u></p> <p>Name: <u>Stephen A. Cardi, II</u></p> <p>Title: <u>Vice President</u></p> <p>Address: <u>400 Lincoln Ave, Warwick, RI 02888</u></p> <p>State of incorporation: <u>Rhode Island</u></p> <p>Federal Taxpayer ID: <u>000003584</u></p>

Exhibit B

UCC-1 Form

FILER INFORMATION

Full name: **JULIE WISSMAN**

Email Contact at Filer: **JULIE@KAZLOWFIELDS.COM**

SEND ACKNOWLEDGEMENT TO

Contact name: **KAZLOW & FIELDS, LLC**

Mailing Address: **8100 SANDPIPER CIR, STE 204**

City, State Zip Country: **BALTIMORE, MD 21236 USA**

DEBTOR INFORMATION

Org. Name: **AMELECTRIC, LLC**

Mailing Address: **385 LINCOLN AVENUE**

City, State Zip Country: **WARWICK, RI 02888 USA**

Org. Name: **CARDI CORPORATION**

Mailing Address: **400 LINCOLN AVENUE**

City, State Zip Country: **WARWICK, RI 02888 USA**

SECURED PARTY INFORMATION

Org. Name: **CRUM & FORSTER**

Mailing Address: **305 MADISON AVENUE**

City, State Zip Country: **MORRISTOWN, NJ 07960 USA**

TRANSACTION TYPE: STANDARD

COLLATERAL

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Exhibit C

Attachment A

	<u>Description (year, make, model)</u>	<u>VIN#</u>	<u>Sale Price</u>
1.	<u>2016 Ford Fusion</u>	<u>3FA6P0T95GR236563</u>	
2.	<u>2014 Ford F-150</u>	<u>1FTNF1CFXEKD83841</u>	
3.	<u>2016 Ford F-150</u>	<u>1FTMF1CF5GKD48834</u>	
4.	<u>2017 Ford F-150</u>	<u>1FTEX1C8XHFB79116</u>	
5.	<u>2018 Ford F-150</u>	<u>1FTMF1C51JKC67053</u>	
6.	<u>2018 Ford F-150</u>	<u>1FTMF1C5XJKC67052</u>	
7.	<u>1999 Ford F-800 Stakebody</u>	<u>3FENF80C6XMA15825</u>	
8.	<u>1998 Freight FL70 Attenuator</u>	<u>1FV3HFAC5WH843644</u>	
9.	<u>2000 Freight FL70 Attenuator</u>	<u>1FV6HLAC6YHG10485</u>	
10.	<u>2006 Ford F-550 Stakebody</u>	<u>1FDAF56P66ED02386</u>	
11.	<u>2002 Freight FL70 Attenuator</u>	<u>1FVABTAK22H587363</u>	
12.	<u>2012 Ford F-550 Stakebody</u>	<u>1FDUF5GT0CEB33292</u>	
13.	<u>2008 M2 Attenuator Truck</u>	<u>1FVACWDT68HZ72349</u>	
14.	<u>2013 Ford F-550 Stakebody</u>	<u>1FDUF5GT2DEA35818</u>	
15.	<u>2013 F-550 Stakebody</u>	<u>1FDUF5GT9DEA52180</u>	
16.	<u>2013 F-550 Stakebody</u>	<u>1FDUF5GT7DEB00193</u>	
17.	<u>2006 FTL M2106 Attenuator</u>	<u>1FVACWDC26HW97592</u>	
18.	<u>2006 FTL M2106 Attenuator</u>	<u>1FVACWDC46HW97593</u>	
19.	<u>2017 Ford – Unknown/550/150</u>	<u>1FDUF5GT9HED28105</u>	
20.	<u>2017 F-550 Stakebody</u>	<u>1FDUF5GT1HEC98663</u>	
21.	<u>2018 F-550 Stakebody</u>	<u>1FDUF5GT3JDA00349</u>	
22.	<u>2019 F-550 Pickup</u>	<u>1FDUF5GT4KDA11040</u>	
		<u>TOTAL</u>	<u>\$300,000.00</u>