

KNOW ALL MEN BY THESE PRESENTS, that the undersigned Lanza Software as principal and the undersigned Guardian Insurance Company, as surety, are held and firmly bound unto the Lieutenant Governor, Chairman of the Banking Board of the United States Virgin Islands, and his successors in office, as obligee, in the full and just sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) to which payment we bind ourselves and our respective successors and assigns jointly and severally by these presents.

WHEREAS, the laws of the Government of the Virgin Islands of the United States, Title 9 of the Virgin Islands Code, require all Mortgage Lenders to file with the Lieutenant Governor, a good and sufficient surety bond in a sum not less than TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00).

AND WHEREAS, the aforesaid principal, Lanza Software desires to transact business within the Territory of the Virgin Islands of the United States and has been informed by the Chairman of the Banking Board, that he requires a bond in the amount of \$25,000.00 (TWENTY-FIVE THOUSAND DOLLARS) and does by this instrument furnish and file said bond.

NOW, THEREFORE, the condition of the above bond is such that if the principal shall answer to the amount of the bond for all judgments, decrees or orders given, made or rendered against the principal by any court of the Virgin Islands of the United States for the payment of money, then this bond to be void and of no effect; otherwise, to remain in full force and effect. This bond will be in force for a term of One (1) year beginning the March 18, 2021 and ending March 18, 2022.

PROVIDED, HOWEVER, that the surety shall have the right to terminate its suretyship under this obligation by serving written notice of its election to do so upon the Lieutenant Governor, Chairman of the Banking Board, not less than ninety (90) days prior to the date on which the then existing license of the principal is to expire. Surety shall, however, remain liable hereunder for all judgments, decrees or orders given, made or rendered against the principal, based on obligations incurred during the period of suretyship.

IN WITNESS WHEREOF, the said principal and said surety have set their hands and affixed their seals this 18 day of March 2021

Principal:

Attest:

By:

Secretary

Officer of the Corporation

STATE OF

COUNTRY OF

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)ss:

On this the 18 day of March 2021 before me the undersigned Notary personally appeared \_\_\_\_\_who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_, a corporation and that he, as such, being so authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as \_\_\_\_\_.

In Witness Whereof, I hereunto set my hand and official seal.

Notary Public

Surety:

GUARDIAN INSURANCE COMPANY INC.

ATTEST:

BY:

CELSO E. VARGAS, SECRETARY

OCTAVIO ESTRADA, VICE PRESIDENT

STATE OF

COUNTRY OF

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On this the 18 day of March, 2021 before me the undersigned Notary personally appeared \_\_\_\_\_ who acknowledged himself to be the VICE PRESIDENT of Guardian Insurance Company Inc., a corporation and that he, as such, being so authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as VICE PRESIDENT.

In Witness Whereof I hereunto set my hand and official seal.

Notary Public

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS:

That GUARDIAN INSURANCE COMPANY, INC., has made, constituted and appointed, and by these presents does made, constitute and appoint:

RAYMOND L. FOURNIER  
OCTAVIO ESTRADA  
CELSO E. VARGAS

PRESIDENT  
VICE PRESIDENT  
SECRETARY

Its true and lawful attorney for it and its name, place, and stead and to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the Board of Directors of GUARDIAN INSURANCE COMPANY, INC., on 18 day of March 2021

"RESOLVED that the President, Vice-President or Secretary are authorized to execute, as attorneys-in-fact, and on behalf of GUARDIAN INSURANCE COMPANY, INC., bonds, undertakings and all contracts of suretyship, and that the President or Vice-President execute and to attest the execution of any such Power of Attorney, and to attach thereto, the seal of the Company.

FURTHER, RESOLVED, that the signatures of the executing and attesting officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal, shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached."

IN WITNESS WHEREOF, GUARDIAN INSURANCE COMPANY, INC., has caused its official seal to be hereunto affixed, and these presents to be signed by its President or Vice-President and attested by its Secretary this 18 day of March 2021

GUARDIAN INSURANCE COMPANY, INC.

BY: \_\_\_\_\_  
OCTAVIO ESTRADA, VICE PRESIDENT

ATTEST:

\_\_\_\_\_  
CELSO E. VARGAS, SECRETARY

**TERRITORY OF THE VIRGIN ISLANDS            )**  
**DISTRICT OF ST. THOMAS                    )ss:**

On this 18 day of March, 2021 before me personally came and appeared, VICE PRESIDENT of GUARDIAN INSURANCE COMPANY, INC., the corporation described in and which executed the above instruments: that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

WITNESS my official seal.  
Sworn to and subscribed before me  
This 18 day of March 2021

\_\_\_\_\_  
Notary Public

**GUARDIAN INSURANCE COMPANY, INC.**

**OF CHARLOTTE AMALIE, ST. THOMAS, U.S. VIRGIN ISLANDS**

**GENERAL AGREEMENT  
OF  
INDEMNITY AND SECURITY**

**BND #0000134**

This agreement entered into by and between the undersigned, herein called the Indemnitor, and the Guardian Insurance Company, Inc. of Charlotte Amalie, St. Thomas, U.S. Virgin Islands, herein called the Company.

WITNESSETH:

WHEREAS, in the transaction of business certain bonds, undertakings and other writings, obligatory in the nature of a bond have heretofore been, and may hereafter be, required by, for, or on behalf of the Indemnitor, and application has been made to the Company to execute such bonds, and as a prerequisite to the execution of such bond or bonds, the Company requires complete indemnification.

NOW, THEREFORE, in consideration of the premises, and the payment by the Company of the sum of One Dollar (\$1.00) to each of the Indemnitor, receipt whereof is hereby acknowledged, and for other good and valuable considerations, the Indemnitor do, for themselves, their heirs, executors, administrators and assigns, jointly and severally, agree with the Company as follows:

1. The Indemnitor will pay to the Company, at its Home Office in the city of C Charlotte Amalie, St. Thomas, U.S. Virgin Islands, premiums and charges at the rates, and at the times specified in respect to each such bond in the Company's schedule of rates, which, with any additions or amendments thereto, is by reference made a part hereof, and will continue to pay the same where such premium of charge is annual, until the Company shall be discharged and released from any and all liability and responsibility upon and from such bond or matters arising therefrom, and until the Indemnitor shall deliver to the Company at its Home Office in the city of Charlotte Amalie, St. Thomas, US. Virgin Islands, competent written evidence satisfactory to the Company of its discharge from all liability on such bond or bonds,

2. The Indemnitor will indemnify and save the Company harmless from and against every claim, demand, liability, cost, charge, suit, judgment and expense which the Company may pay or incur in consequence of having executed, or procured the execution of, such bonds, or any renewals or continuations thereof or substitutes therefor, including fees and disbursements of attorneys, whether on salary, retainer or otherwise., and the expense of procuring, or attempting to procure, release from liability, or in bringing suit to enforce the obligation of any of the Indemnitor under this agreement. In the event of payments by the Company, the Indemnitor agree to accept the voucher or other evidence of such payments as prima facie evidence of the propriety thereof, and the Indemnitor' liability therefor to the Company.

3. If the Company shall set up a reserve to cover any claim, suit of judgment under any such bond, the Indemnitor will, immediately upon demand, deposit with the Company a sum of money equal to such reserve, such sum to be held by the Company as Collateral Security on such bond, and such some and any other money or property which shall have been, or shall, hereafter be Collateral Security on any such bond shall, unless otherwise agreed in writing by the Company, as Collateral Security on any other or all bonds coming within the scope of this Agreement.

4. The Indemnitor immediately upon becoming aware of any demand, notice or proceeding preliminary to determining or fixing any liability with which the Company may be subsequently charges under any such bond, shall notify the Company thereof in writing at its Home Office in the city of Charlotte Amalie, St. Thomas, U.S. Virgin Islands.

5. The Company shall have the exclusive right to determine for itself and the Indemnitor whether any claim or suit brought against the Company or the Principal upon any such bond shall be settled or defended and its decision shall be binding and conclusive upon the Indemnitor.

6. The Company, and its designated agents, shall, at any and all reasonable times, have free access to the books and records of the Indemnitor.

7. If any bond be given in connection with a Contract, the Company is hereby authorized, but not required, to consent to any change in the Contract or in the plans or specifications relating thereto; to make or guarantee advances or loans for the purpose of the Contract without necessity of seeing to the application thereof, it being understood that the amount of all such advances or loans, unless repaid with legal interest by the contractor to the Company when due, shall be conclusively presumed to be a loss hereunder. In the event the Indemnitor, or any of them, shall fail to pay any premium charge when due; or abandon, forfeit or breach such Contract; or have proceedings, instituted against them, or any of them, the effect of which may be to deprive any of them the use of any part of the equipment used in connection with the work under the Contract, so as to hinder, delay or impede the normal and satisfactory progress of the work, the Company shall have the right, but not the obligation, to take possession of the work under the Contract and under any other contract in connection with which the Company has given its bond or bonds within the purview of this General Agreement, and at the expense of the Indemnitor, to complete the Contract (s), or cause, or consent, to the completion thereof. The Indemnitor hereby assign, transfer, and set over to the Company (to be effective as of the date such bond or bonds, but only in the default as aforesaid), all of their rights under the Contract (s), including their own right, title and interest in and to all sub-contracts let in connection therewith; all machinery, plant, equipment, tools and materials which shall be upon the site of the work or elsewhere for the purposes of the Contract (s), any and all sums due, and the Indemnitor hereby authorize the Company to endorse in the name of the payee, and to receive and collect any check, draft, warrant or other instrument made or issued in payment of any such sum, and to disburse the proceeds thereof.

8. That it shall not be necessary for the Company to give the Indemnitor or any one or more of them, notice of the execution of any bonds, nor of any fact of information coming to the notice or knowledge of the Company affecting its right or liabilities or the rights or liabilities of the Indemnitor under any bond executed by it, notice of all such being hereby expressly waived.

9. In the event of any claim or demand being made by the Company against the Indemnitor, or any one or more of the parties so designated, by reason of the execution of a bond or bonds, the Company is expressly authorized to settle with any one or more of the Indemnitor individually, and without reference to the others, and such settlement or composition shall not affect the liability of any of the others, and each of the other Indemnitor hereby expressly waive the right to be discharged and released by reason of the release of one or more of the joint Indemnitor, and hereby consent to any settlement or composition that may hereafter be made.

10. The Company is not required, by reason of any applications for a bond or by reason of having issued a previous bond or bonds or otherwise, to execute or procure the execution of or to participate in the execution of any such bond or bonds of the Company, and at its option, may decline to execute or to participate in or procure the execution of any such bond without impairing the validity of this General Agreement.

11. If the Company procures the execution of such bonds by other companies or executes such bonds with cosureties, or reinsures any portion of such bonds with reinsuring companies, then all the terms and conditions of this agreement shall apply and operate for the benefit of such other companies, cosureties and reinsurers as their interest may appear.

12. The liability of the Indemnitor hereunder shall not be affected by the failure of the Principal to sign any bond, nor by any claim that other indemnity or security was to have obtained, nor by the release of any indemnity, or the return or exchange of any collateral security that may have been obtained and if any party signing this Agreement shall still be binding upon each and every other party.

13. The term "Collateral Security" shall mean all personal property of the Indemnitor, whether now or hereafter existing or now owned or hereafter acquired and whenever located, of every kind and description, tangible or intangible, including, but not limited to, all money, goods, instruments, securities, documents, chattel paper, accounts, contract rights, general intangibles, credits, claims, demands and any other property, rights and interests of the undersigned, and shall include the proceeds, products and accessions to any thereof.

(a) As security for the payment of all the obligations hereunder (the Obligations), the Indemnitor hereby grant to the Company a security interest in, and a general lien upon, the Collateral Security. The right is expressly granted to the Company, at its discretion to file one or more financing statements under the Uniform Commercial Code naming the Indemnitor as debtor and the Company as secured party and indicating herein the types or describing the items of Collateral Security herein specified. With respect to the Collateral Security, or any part thereof, which at any time shall come into the possession or custody or under the control of the Company or any of its agents, for any purpose, the right is expressly granted to the Company, at its discretion, to transfer to or register in the name of itself or its nominee any of the Collateral Security, and whether or not so transferred or registered, to receive the income and dividends thereon, including stock dividends and rights to subscribe, and to hold the same as a part of the Collateral Security and/or apply the same as hereinafter provided; to exchange any of the Collateral Security for other property upon the reorganization, recapitalization or other readjustment and in connection therewith to deposit any of the Collateral Security with any committee or depository upon such terms as it may determine; to vote the Collateral Security so transferred or registered and to exercise or cause the nominee to exercise all or any powers with respect thereto with the same force and affect as an absolute owner thereof; all without notice and without liability except to account for property actually received by it.

(b) The Company at its discretion may, in its name or in the name of the Indemnitor or otherwise, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for, or make any compromise or settlement deemed desirable with respect to, any of the Collateral Security, but shall be under no obligation to do so, or the Company may extend the time of payment, arrange for payment in installments or otherwise specify the terms of, or release, any of the Collateral Security, without thereby incurring responsibility to, or discharging or otherwise affecting any liability or the Indemnitor. The Company shall not be required to take any steps necessary to preserve any rights against prior parties to any of the Collateral Security. Upon default hereunder or in connection with any of the Obligations, the Indemnitor shall, at the request of the Company, assemble the Collateral Security at such place or places as the Company designates in its request. The Company shall have the rights and remedies with respect to the Collateral Security of a secured party under the Uniform Commercial Code. In addition, with respect to the Collateral Security, or any part thereof, which shall then be or shall thereafter come into the possession of the Company or any of its agents, the Company may sell or cause to be sold in Charlotte Amalie, St. Thomas, US. Virgin Islands, or elsewhere, in one or more parcels at such price as the Company may deem best, and for cash or on credit or for the future delivery, without assumption of any credit risk, allow any of the Collateral Security, at any broker's board or at public or private sale (except such notice as is required by statute and cannot be waived) and the Company or anyone else may be the purchaser of any or all of the Collateral Security so sold and thereafter hold the same absolutely free from any claim or right of whatsoever kind, including any equity redemption of the Indemnitor, any such demand, notice or right and equity being hereby expressly waived and released. The Indemnitor will pay to the Company all expenses (including expense for legal services of every kind), of, or incidental to, the enforcement, collection, compromise, or settlement of any of the Collateral Security, or receipt of the proceeds thereof, and for the fare of the Collateral Security and defending or asserting the rights and claims of the Company in respect thereof, by litigation's or otherwise, including expense of insurance; and all such expenses shall be Obligations within the terms of this Agreement. Notwithstanding that the Company, whether in its own behalf and/or in the behalf of another or others, may continue to hold the Collateral Security and regardless of the value thereof, the Indemnitor shall be and remain liable for the payment in full, principal and interest, of any balance of the Obligations and expenses at any time unpaid.

(c) The Company may assign, transfer and/or deliver the any transferee of any of the Obligations any or all of the Collateral Security, and thereafter shall be fully discharged from all responsibility with respect to the Collateral Security so assigned, transferred and/or delivered. Such Transferee shall be vested with all the powers and rights of the Company hereunder with respect to such Collateral Security; but the Company shall retain all rights and powers hereby given with respect to any of the Collateral Security not so assigned or transferred. No delay on the part of the Company in

exercising any power or right hereunder shall operate as a waiver hereof, nor shall any single or partial exercise of any power

or right hereunder preclude other or further exercise of any other power or right hereunder preclude other or further exercise of any other power or right. The rights, remedies, and benefits herein expressly specified are cumulative and not exclusive of any rights, remedies, or benefits, which the Company may otherwise have. The Indemnitor hereby waive presentment, notice of dishonor and protest of all instruments included in or evidencing the Obligations or the Collateral Security and any and all other notices and demands whatsoever, whether or not relating to such instruments.

(d) No provisions hereof shall be modified or limited except by a written instrument expressly referring hereto and to the provision so modified or limited. The Indemnitors, if more than one, shall be jointly and severally liable hereunder and all provisions hereof regarding the Obligations or Collateral Security shall apply to any Obligations or Collateral Security of any or all of them. This Agreement shall be binding upon the heirs, executors, administrators, assigns, or successors of the undersigned; shall constitute a continuing agreement, applying to all future as well as existing transactions whether or not of the character contemplated at the date of this agreement, and if all transactions between the Company and the Indemnitors shall be at any time completed, shall be equally applicable to any new transactions; will so continue in force notwithstanding any change in any partnership hereto, whether such change occurs through death, retirement or otherwise; and shall be construed according to the laws of the U.S. Virgin Islands. Unless the context otherwise requires, all terms used herein which are defined in the Uniform Commercial Code shall have the meanings therein stated.

14. All Collateral Security, if any, at any time received by the Company concerning the said bonds and any other former or subsequent bonds executed for the Indemnitors shall, at the option of the Company, be available in its behalf and for, and also for all other former or subsequent bonds and undertakings executed for the Indemnitors or others at their request.

15. This Agreement may be terminated by the Indemnitors, or any one or more of the parties so designated, upon written notice sent by registered mail to the Home Office of the Company, #14AB Estate Thomas, New Quarter, St. Thomas, U.S. Virgin Islands 00802 / PO. Box 9109, St. Thomas, VI 00801-9109, of not less than twenty (20) days prior notice thereof, but any such notice of termination shall not operate to modify, bar or discharge the liability of any Indemnitor upon or by reason of any and all such Obligations that may then be in force.

16. Indemnitors agree that their liability shall be construed as the liability of a compensated Surety, as broadly as the liability of the Company is construed toward its obligee.

**17. THE INDEMNITORS HEREBY ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO COVER WHATEVER COSTS, WHETHER OR NOT COVERED BY ANY APPLICATION SIGNED BY ANY ONE OR MORE OF THE INDEMNITORS, WHICH MAY BE EXECUTED BY THE COMPANY ON BEHALF OF THE INDEMNITORS, OR ANY ONE OF THEM, FROM TIME TO TIME, AND OVER AN INDEFINITE PERIOD OF YEARS UNTIL THIS AGREEMENT SHALL BE CANCELED IN ACCORDANCE WITH ITS TERMS.**

18. This General Agreement applies to bonds, undertakings, and other writings obligatory in nature of a bond written by Guardian Insurance Company, Inc., of Charlotte Amalie, St. Thomas, U.S. Virgin Islands, on behalf of Lanza Software ("Principal")

IN WITNESS WHEREOF, The Indemnitors have hereunto set their hands and affixed their seals this 18 day of March, 2021.

Lanza Software

\_\_\_\_\_  
(LS)

\_\_\_\_\_  
Witness

Calle calle 2, Santo Domingo, PR 11902  
\_\_\_\_\_

Street or PO Box, City, State

Street or PO Box, City, State