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 US. 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

HEAVEN FOODS ("Principal")

IN WITNESS WHEREOF, The Indemnitors have hereunto set their hands and affixed their seals this 15 day of July, 2020.

HEAVEN FOODS

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(LS) Witness

123 CENTRAL AVE , ST THOMAS, VI 00802

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Street or PO Box, City, State Street or PO Box, City, State