

## COMMERCIAL SECURITY AGREEMENT

**RRT121085-SA01**

This non-negotiable and non-transferable Commercial Security Agreement is made and entered into this day of 02/02/17, by and between RONNIE RAMAEL TODD, hereinafter "DEBTOR," Organization Number [REDACTED] 5471, and Ronnie Ramael Todd, hereinafter "Secured Party Creditor," Identification Number [REDACTED] 5471. The Parties, hereinafter "Parties," are identified as follows:

**DEBTOR:**

RONNIE RAMAEL TODD, A LEGAL ENTITY  
506 LENOX AVE  
NEW YORK, NY 10037

**ORGANIZATION NUMBER:** [REDACTED] 5471

**Secured Party Creditor:**

Ronnie Ramael Todd, a "Personam Sojourn and People of Posterity"  
c/o 2555 D Street #205  
Sparks, Nevada Republic; near [89431]  
Non-Domestic without the US

**Creditor Identification Number:** [REDACTED] 5471

**AGREEMENT**

NOW, THEREFORE, the parties agree as follows:

DEBTOR, who deems itself insecure, hereby grants Secured Party Creditor a security interest in the collateral, property, and rights described generally herein and specifically on, but not limited to, the enclosed Attachment "A" – Property List, incorporated herein as if fully set forth within this Commercial Security Agreement, hereinafter referred to as "collateral." This will secure all DEBTOR's property, as well as all income from every source, and all direct and indirect, absolute or contingent, due or to become due, now existing or hereafter arising, presumed or actual, parole or expressed public indebtedness and liabilities held by DEBTOR in consideration for Secured Party Creditor providing certain things and accommodations for DEBTOR, including but not limited to:

1. Secured Party Creditor signing by accommodation for DEBTOR, when necessary, where the signature of DEBTOR will be required. Secured Party Creditor reserves the right to make sufficient claims to secure such indebtedness until satisfied in whole.
2. Secured Party Creditor issuing a binding commitment to extend credit or to extend immediately available credit, whether or not drawn upon and whether or not reimbursed in the event of difficulties in collection; and
3. Secured Party Creditor providing the security for payment of all sums due or owing, or to become due or owing, by DEBTOR on every public contract entered into by DEBTOR.

DEBTOR declares that it is a legal entity recognized as such and has rights and privileges recognized under the laws of the UNITED STATES, as has been the case since its creation in 1985. All legal means to protect the security interest being established by this Agreement will be used by DEBTOR when necessary; and all support needed by Secured Party Creditor to protect his security interest in the collateral identified herein will be provided by DEBTOR.

Execution of this Commercial Security Agreement incorporates a promise that DEBTOR will execute such commercial forms as may be necessary, including but not limited to financing statements, to assure that Secured Party Creditor's interest is perfected. The security interest established by this Agreement will continue until Secured Party Creditor is relieved of all liability associated with said services provided to DEBTOR and until all owing and due consideration to Secured Party Creditor has been delivered, regardless of whether the collateral identified in this Agreement is in the possession of DEBTOR or Secured Party Creditor.

DEBTOR warrants that Secured Party Creditor's claim against the collateral is enforceable according to the terms and conditions expressed herein and according to all applicable laws promulgated for the purpose of protecting the interests of a creditor

against a DEBTOR. DEBTOR also warrants that it holds good and marketable title to the collateral, free and clear of all actual and lawful liens and encumbrances, except for the interest established herein and except for such substantial interest as may have been privately established by agreement of the Parties with full attention to the elements necessary to establish a valid contract under international contract law. Public encumbrances belonging to DEBTOR, against the collateral, shall remain secondary to this Agreement, unless registered prior to the registration of Secured Party Creditor's interest in the same collateral, as is well established in international commercial law.

## GENERAL PROVISIONS

**Possession of Collateral.** Collateral or evidence of collateral may remain in the possession of DEBTOR, to be kept at the address given in this Agreement by DEBTOR or such other place(s) approved by Secured Party Creditor; and notice of changes in location must be made to Secured Party Creditor within ten (10) days of such relocation. DEBTOR agrees not to otherwise remove the collateral except as is expected in the ordinary course of business, including sale of inventory, exchange, and other acceptable reasons for removal. When in doubt as to the legal ramifications for relocation, DEBTOR agrees to acquire prior written authorization from Secured Party Creditor. DEBTOR may possess all tangible personal property included in collateral, have beneficial use of all other collateral, and may use it in any lawful manner consistent with this agreement. DEBTOR's right to possession and beneficial use may also apply to collateral that is in the possession of Secured Party Creditor if such possession is required by law to perfect Secured Party Creditor's interest in such collateral. If Secured Party Creditor, at any time, has possession of any part of the collateral, whether before or after an event of default, Secured Party Creditor shall be deemed to have exercised reasonable care in the custody and preservation of the collateral, if Secured Party Creditor takes such action for that purpose as deemed appropriate by Secured Party Creditor under the circumstances.

**Proceeds and Products from Collateral.** Unless waived by Secured Party Creditor, all proceeds and products from the disposition of the collateral, for whatever reason, shall be held in trust for Secured Party Creditor and shall not be commingled with any other accounts or funds without the consent of Secured Party Creditor. Notice of such proceeds shall be delivered to Secured Party Creditor immediately upon receipt. Except for inventory sold or accounts collected in the ordinary course of DEBTOR's public business, DEBTOR agrees not to sell, offer to sell, or otherwise transfer or dispose of the collateral, nor to pledge, mortgage, encumber, or otherwise permit the collateral to be subject to a lien, security interest, encumbrance, or charge, other than the security interest established by this Agreement, without the prior written consent of Secured Party Creditor.

**Maintenance of Collateral!** DEBTOR agrees to maintain all tangible collateral in good condition and repair, and not to commit or permit damage to or destruction of the collateral or any part of the collateral. Secured Party Creditor and his designated representatives and agents shall have the right at all reasonable times to examine, inspect, and audit the collateral wherever located. DEBTOR shall immediately notify Secured Party Creditor of all cases involving the return, rejection, repossession, loss, or damage of or to the collateral; of all requests for credit or adjustment of collateral, or dispute arising with respect to the collateral; and generally of all happenings and events affecting the collateral or the value or the amount of the collateral.

**Compliance with Law.** DEBTOR shall comply promptly with all laws, ordinances, and regulations of all governmental authorities applicable to the production, disposition, or use of the collateral. DEBTOR may contest in good faith any such law, ordinance, or regulation without compliance during a proceeding, including appropriate appeals, so long as Secured Party Creditor's interest in the collateral, in Secured Party Creditor's opinion, is not jeopardized. Secured Party Creditor may, at his option, intervene in any situation that appears to place the collateral in jeopardy.

**Public Disputes.** DEBTOR agrees to pay all applicable taxes, assessments, and liens upon the collateral when due, provided that such taxes, assessments, and liens are proved to be superior to the lawful claim established by this agreement and subsequently perfected by Secured Party Creditor by appropriate registration. In the event that DEBTOR elects to dispute such taxes, assessments, and liens, Secured Party Creditor's interest must be protected at all times, at the sole opinion of Secured Party Creditor, who may, his option, intervene in any situation that appears to jeopardize Secured Party Creditor's interest in the collateral. DEBTOR may elect to continue pursuit of dispute of such taxes, assessments, and liens, only upon production of a surety bond by public claimants, in favor of Secured Party Creditor, sufficient to protect Secured Party Creditor from loss, including all costs and fees associated with such dispute. Should public judgment against DEBTOR result from such dispute, DEBTOR agrees to satisfy such judgment from its accounts established and managed by the UNITED STATES or its subdivisions, agents, officers, or affiliates, so as not to adversely affect Secured Party Creditor's interest in the collateral.

**Indemnification.** DEBTOR hereby indemnifies Secured Party Creditor from all harm as expressed in the Indemnity Bond, incorporated herein as if fully set forth within this Commercial Security Agreement.

## SUBORDINATION OF DEBTOR'S DEBTS

## TO SECURED PARTY

Providing that Secured Party Creditor, subsequent to the execution of this agreement, perfects his security interest in the collateral by appropriate county registration, DEBTOR agrees that its indebtedness to Secured Party Creditor, whether now existing or hereafter created, shall have priority over unregistered claims that third parties may raise against DEBTOR or the collateral, whether or not DEBTOR becomes insolvent. DEBTOR hereby expressly subordinates any claim that DEBTOR may have against Secured Party Creditor, upon any account whatsoever, to the claim that Secured Party Creditor has or will have against DEBTOR.

If Secured Party Creditor so requests, all notes or credit agreements now or hereafter established, evidencing debts or obligations of DEBTOR to third parties, shall be marked with a legend that the same are subject to this Agreement and shall be delivered to Secured Party Creditor. DEBTOR agrees, and Secured Party Creditor is hereby authorized, in the name of DEBTOR, to execute and file such financing statements and other commercial statements as Secured Party Creditor deems necessary or appropriate to perfect, preserve, and enforce his rights under this Agreement.

### DEFAULT

The following shall constitute events of default hereunder:

1. Failure by DEBTOR to pay a debt secured hereby when due;
2. Failure by DEBTOR to perform an obligation secured hereby when required to be performed;
3. Breach by DEBTOR of a warranty contained in this Agreement;
4. Evidence that a statement, warranty, or representation made or implied in this Agreement by DEBTOR is false or misleading in any material respect, either now or at the time made or furnished;
5. Evidence that this Agreement or a document of title is void or ineffective;
6. Dissolution or termination of DEBTOR's existence as a legal entity, the insolvency of DEBTOR, the appointment of a receiver for all or any portion of DEBTOR's property, an assignment for the benefit of public creditors, or the commencement of proceedings under bankruptcy or insolvency laws by or against DEBTOR;
7. Commencement of foreclosure, whether by action of a tribunal, self-help, repossession, or other method, by a creditor of DEBTOR against the collateral;
8. Garnishment of DEBTOR's deposit accounts or employment.

**Cure of Default.** If a fault or dishonor under this Agreement is curable through an account held by DEBTOR but managed by the UNITED STATES or one of its subdivisions, agents, officers, or affiliates, such fault or dishonor may be cured by DEBTOR with authorization by Secured Party Creditor and upon advice by the fiduciary that the fault or dishonor has been cured; and no event of default will have occurred. A dishonor under this Agreement, initiated by third party intervention, will not cause a default if such intervention is challenged by DEBTOR by its good faith effort to confirm or disprove the validity or reasonableness of a public claim which is the basis of the public creditor's proceeding; but DEBTOR must, in that event, deposit such surety with Secured Party Creditor as is necessary to indemnify Secured Party Creditor from loss.

**Acceleration.** In the event of default, Secured Party Creditor may declare the entire indebtedness immediately due and payable without notice.

**Liquidation of Collateral.** In the event of default, Secured Party Creditor shall have full power to privately or publicly sell, lease, transfer, or otherwise deal with the collateral or proceeds or products therefrom, in his own name or in the name of DEBTOR. All expenses related to the liquidation of collateral shall become a part of DEBTOR's indebtedness. Secured Party Creditor may, at his discretion, transfer part or all of the collateral to own name or to the name of his nominee.

**Rights and Remedies.** Secured Party Creditor shall have all the rights and remedies of a secured creditor under the provisions of the Uniform Commercial Code, as it has been adopted in the state where part or all of the collateral is located or presumed to be located, including but not limited to the right to proceed with self-help with or without a public court or tribunal. Rights and remedies available to Secured Party Creditor may be exercised singularly or jointly and in all venues and jurisdictions concurrently at the sole discretion of Secured Party Creditor.

## **MISCELLANEOUS PROVISIONS**

**Amendments.** This Agreement, together with all related documents, constitutes the entire understanding and agreement of the Parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless expressed in writing and signed by both Parties.

**Applicable Law.** The governing law of this Agreement is the agreement of the Parties, supported by the Uniform Commercial Code as adopted by the legislature of the STATE OF NEW YORK, international contract law, the unwritten Law Merchant as practiced before the Uniform Commercial Code was promulgated, and applicable maxims of law.

**Expenses.** DEBTOR agrees to pay upon demand, from such accounts as DEBTOR may have, all Secured Party Creditor's costs and expenses, including reasonable attorney's fees and other expenses incurred by Secured Party Creditor to defend or enforce the provisions of this Agreement.

**Indebtedness.** The word "indebtedness" means the indebtedness evidenced by this Agreement as a claim against DEBTOR and all its present and future possessions identified in this Agreement as collateral; and all public obligations, debts, and liabilities ascribed to DEBTOR through its contracts and agreements, whether expressed or implied, known or unknown, or actual or constructive, that are with the UNITED STATES or its subdivisions, agents, officers, affiliates, or other public entities; and all claims made by Secured Party Creditor against DEBTOR, whether existing now or in the future, whether they are voluntary or involuntary, due or not due, direct or indirect, absolute or contingent, liquidated or unliquidated, regardless of whether DEBTOR is or may be liable individually or jointly, or is obligated as, or beneficiary of, a surety or accommodation party.

**Related Documents.** The phrase "related documents" means all promissory notes, credit agreements, loan agreements, guaranties, security agreements, mortgages, deeds of trust, applications, accounts, licenses, policies, permits, identification cards, account cards, receipts, forms, and all other documents and instruments that DEBTOR or its previous surety has or will execute in connection with DEBTOR's total indebtedness.

**Notices.** Except for revocation notices by DEBTOR, all notices required to be given by either Party under this Agreement shall be in writing and shall be effective when actually delivered or when deposited with the United States Post Office or a nationally recognized courier service, first class postage prepaid, addressed to the Party to whom the notice is to be given at the address shown on this Agreement or to such other address as either Party may designate to the other in writing.

**Severability.** If one or more provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a qualified court finds that one or more provisions of this Agreement is invalid or unenforceable, but that by limiting such provision(s) it would become valid or enforceable, such provision(s) shall be deemed to be written, construed, and enforced as so limited. In the event that such a finding and limitation causes damage or hardship to either Party, the agreement shall be amended in a lawful manner to make all Parties whole.

**Waiver of Contractual Right.** The failure of either Party to enforce one or more provisions of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. Secured Party Creditor shall not be deemed to have waived rights under this Agreement unless such waiver is given in writing and signed by Secured Party Creditor. No delay or omission on the part of Secured Party Creditor in exercising a right shall operate as a waiver of such right or any other right. A waiver by Secured Party Creditor of a provision of this Agreement shall not prejudice or constitute a waiver of Secured Party Creditor's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Secured Party Creditor, nor any course of dealing between Secured Party Creditor and DEBTOR, shall constitute a waiver of Secured Party Creditor's rights or of DEBTOR's obligations under this agreement as to future transactions. Whenever the consent of Secured Party Creditor is required under this agreement, the granting of such consent by Secured Party Creditor in one instance shall not constitute consent over the whole.

**Ambiguities and Interpretation.** Each Party acknowledges receipt of this agreement and has had the opportunity to have counsel review it. Any rule of construction claiming ambiguities is to be resolved in favor of Secured Party Creditor and shall not apply in the interpretation of this agreement or its amendments. All statements in this instrument are important to the Parties. Misunderstandings have been resolved prior to execution.

**Authority to Represent.** A signer of this agreement on behalf of a legal entity certifies that he has the authority to sign this agreement and that this transaction has been duly authorized by such entity.

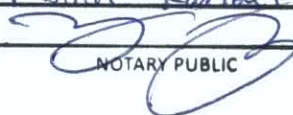
**Gender.** All references within this agreement to a specific gender include the other.


**SIGNATURES**

Secured Party Creditor accepts all signatures in accordance with the Uniform Commercial Code and acknowledges DEBTOR's signature as representative of all derivations thereof.

RONNIE RAMAEL TODD  
RONNIE RAMAEL TODD, ENS LEGIS, DEBTOR

L.S.   
Ronnie Ramael Todd, a living man, Date 02/02/17  
Secured Party Creditor

STATE OF Nevada  
COUNTY OF Washoe  
SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 2 DAY OF February, 2017.  
BY Ronnie Ramael Todd  
  
NOTARY PUBLIC

  
HAYLEY BAULT  
NOTARY PUBLIC  
STATE OF NEVADA  
My Commission Expires: 4-19-2020  
Certificate No: 16-2524-2