

THIRD PARTY PLEDGE AGREEMENT

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This Pledge Agreement (the "Pledge Agreement") is entered into on August 9, 2007 between:

(A) **DOOLEY SECURITIES S.A.**
Akara Bldg., 24 De Castro Street
Wickhams Cay I, Road Town, Tortola
British Virgin Islands
(hereinafter the "Pledgor")

and

(B) **LANDSBANKI LUXEMBOURG S.A.**
Societe Anonyme, Reg.Nr. Luxembourg B-78.804.
85-91, Route de Thionville
P.O. Box 1133
L-1011 Luxembourg
(hereinafter the "Pledgee")

and

(C) **TOMAS MAR SIGURDSSON**
[REDACTED]
[REDACTED] Egilsstadir
Iceland
(hereinafter the "Customer")

WHEREAS

As security for the due performance of the present and future, actual and contingent obligations and liabilities of the Customer towards the Pledgee as further defined in Clause 3.1. of this Agreement (the "**Secured Obligations**"), the Pledgor has agreed to create a pledge over its assets which are currently held and will in the future be held by the Pledgee.

NOW THEREFORE, the Pledgor and the Customer hereby agree with the Pledgee as follows:

1. DEFINITIONS

1.1 In the Pledge Agreement the following expressions have the meanings set forth below:

- 1.1.1 "Calculation Procedure" shall mean the procedure for calculating the Security Coverage Ratio. The Pledgee sets the applicable procedure for such calculation from time to time, at its sole discretion. Due to the market risk related to the Pledged Assets the Pledgee may apply a value to such calculation different from the market value. The applicable value being set by the Pledgee from time to time, at its sole discretion.
- 1.1.2 "Pledged Assets" shall mean (i) all assets standing to the credit of the Pledgor with the Pledgee or any other security or safe custody agent (hereinafter "the Agent") appointed by the Pledgee, and (ii) any further assets at any time deposited by the Pledgor with the Pledgee or any other security or safe custody agent appointed by the Pledgee and deemed acceptable by the Pledgee, and (iii) all dividend payments, interest or redemption yields or similar payment hereafter paid or payable or made on or in respect of such assets, and (iv) all other assets into which the yield may be converted or reinvested from time to time including without limitations forward foreign exchange contracts;
- 1.1.3 "Security Coverage Ratio" shall mean the proportion expressed as a percentage between the value of the Pledged Assets (calculated according to the Calculation Procedure) and the Secured Obligations.

2. REPRESENTATIONS AND WARRANTIES

- 2.1 The Pledgor hereby represents and warrants to the Pledgee that:
- 2.1.1 As of the date of the Pledge Agreement the value of the Pledged Assets (calculated according to the Calculation Procedure) is not less than 100% (one hundred percent) of the Secured Obligations;
- 2.1.2 There are no options or rights in rem or in personam encumbering the Pledged Assets nor is there any other agreement by virtue of which any person is entitled to have transferred to him any title to or interest in the Pledged Assets;
- 2.1.3 The Pledgor is the legal and beneficial owner of the Pledged Assets, the Pledgor has full right and title to the Pledged Assets, and the Pledged Assets are free from any charge, lien right or encumbrance of any kind, save as created or permitted pursuant to the Pledge Agreement.

3. PLEDGE

3.1 As a continuing security for any and all moneys payable actually or contingently presently or in future by the Customer to the Pledgee , *and/or for any other present or future liability the Customer may have towards the Pledgee, without limitations, by means of overdrafts on current accounts and/or loan facilities etc., whether evidenced by a written agreement or not*, the Pledgor in his capacity as legal and beneficial owner of the Pledged Assets hereby pledges in favour of the Pledgee the Pledged Assets and all the Pledgor's rights, title, and interest to and in the Pledged Assets (hereinafter "the Pledge").

3.2 The Pledgor will not (without the prior consent of the Pledgee) sell, assign, transfer, charge or encumber in any other manner any of the Pledged Assets or any benefit to the Pledgor there under, except for the Pledge created by the Pledge Agreement.

3.3 The Pledgor hereby agrees that the Pledgee shall ensure that the formalities under the applicable laws for the creation and the perfection of the Pledge are fulfilled and, to the extent required, shall take appropriate action in this respect, [such as ensuring that the Pledge is registered both in the private register of the Pledgor maintained by its registered agent and in the British Virgin Islands Registrar of Companies.] To the extent required, the Pledgor shall fully cooperate with the Pledgee for the purpose of perfecting the Pledge. Any cost or expense (including legal fees) incurred by the Pledgee in connection with the perfection of the Pledge shall be for the account of the Pledgor and shall be paid promptly upon demand by the Pledgor to the Pledgee.

3.4. Further Assurances

The Pledgor agrees that at any time and from time to time upon the written request of the Pledgee, the Pledgor will execute and deliver such further documents and do such further acts and things as the Pledgee may reasonably request in order to give effect to the purpose of the Pledge Agreement.

Any cost or expense incurred by the Pledgee in connection with any such further document shall be for the account of the Customer and shall be paid promptly upon demand by the Customer to the Pledgee.

4. ASSESSMENTS AND ADJUSTMENT OF PLEDGED ASSETS

4.1 **Assessment of Security Coverage Ratio:** The Pledgee may on a day-to-day basis appraise at its sole discretion the Security Coverage Ratio by application of the internal Calculation Procedure set by the Pledgee from time to time.

- 4.2. Obligation to grant additional security : Should the Pledgee consider that the Security Coverage Ratio is insufficient, it may request on demand that the Pledgor increase the amount of Pledged Assets to a level, which is satisfactory to the Pledgee and delivers additional assets to the Pledgee.

5. ENFORCEMENT

- 5.1 Upon the Pledgee demanding repayment of the outstanding Secured Obligations, the Pledgee may, after having given the Pledgor and the Customer a summons of 3 (three) Banking Days by registered mail, which has remained uncured within such 3 (three) Banking Days, enforce its Pledge on the Pledged Assets pursuant to article 118 of the Luxembourg Commercial Code (to the extent that the Pledged Assets are securities or cash or cash equivalent) and to applicable laws (for Pledged Assets other than securities or cash and cash equivalent). The Pledgee shall be entitled to recover from the proceeds of such enforcement procedure all expenses and disbursements of the Pledgee relating to such enforcement. The balance of such proceeds shall be applied in satisfaction of all amounts due to the Pledgee by the Customer under the terms of Secured Obligations in such order or priority as determined by the Pledgee in its absolute discretion.

6. CONTINUING SECURITY

- 6.1 It is declared and agreed that:
- 6.2 In addition to the Pledged Assets serving as security, the Customer remains personally responsible and liable for any and all amounts outstanding under the Secured Obligations;

6.3 The security created by the Pledge Agreement shall not be impaired, affected or displedged by reason of any time or other indulgence granted by the Pledgee to the Customer, or by reason of any forbearance (whether as to payment, time, performance or otherwise howsoever) which might but for this provision have any such effect, or by reason of any variation in the terms of the Secured Obligations, or by reason of the unenforceability, invalidity or termination of or any irregularity in the Secured Obligations or the execution thereof by the Customer, or by reason of any deficiency in the power of the Customer to enter into and perform its obligations thereunder. Should any obligation or purported obligation of the Customer, which, if enforceable or valid or continuing, would be secured by the Pledge Agreement, be or become wholly or in part unenforceable or invalid or terminated for any reason whatsoever, the Pledgor shall keep the Pledgee fully indemnified against any loss suffered by the Pledgee as a result of any failure by the Customer to perform any such obligation or by reason of the foregoing purported obligation.

7. WAIVERS

7.1 The Pledgor hereby expressly waives all and any claims and recourses against the Pledgee in respect of any losses and expenses suffered or incurred or purported to be suffered or incurred by the Pledgor as a result of the performance or non performance by the Pledgee in respect of rights attaching to the Pledged Assets or of the Pledgee's enforcement of any other rights conferred upon it hereunder.

8. GOVERNING LAW, JURISDICTION AND IMMUNITY

8.1 The Pledge Agreement shall be governed by and construed in accordance with the laws of the Grand Duchy of Luxembourg. The Pledgor and the Customer hereby submit to the non-exclusive jurisdiction of the courts of the Grand Duchy of Luxembourg in relation to any claims, disputes or differences which may arise thereunder and in relation to the enforcement of any judgement rendered pursuant to any claim, dispute or difference, and in each case without prejudice to the rights of the Pledgee to serve process in any other manner effective under the law of a competent jurisdiction.

8.2 The Pledgor hereby represents that neither it nor any of the Pledged Assets have any right of immunity, on the ground of sovereignty or otherwise, from any legal action, suit or proceeding, or from the giving of relief in any legal action, suit or proceeding, from any right of set-off or of counterclaim, from the jurisdiction of any competent court, from service or process upon it or any of its agents, [from attachment prior to judgement, from attachment in aid of any judgment or other legal process,] in any jurisdiction. To the extent that the Pledgor is or becomes entitled to any immunity as aforesaid with respect to its obligations, liabilities or any other matter under or arising out of or in connection with the Pledge Agreement, the Pledgor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity and consents to the giving of any relief in any legal action, suit or proceeding and execution or any other form of process for the enforcement of any judgement against it or its assets. Such agreement shall be irrevocable and not subject to withdrawal in any and all jurisdictions.

8.3 Severability. If any provision of the Pledge Agreement is or becomes invalid, that shall not affect the validity of any other provision of the Pledge Agreement.

9. SIGNATURE(S):

9.1 Executed in 2 (two) originals in Luxembourg between:

As Pledgee,

Landsbanki Luxembourg S.A.


Place and date:

Signature: _____ Signature: _____
Print Name: _____ Print Name: _____

As Pledgor,

Place and date:

For and on behalf of DOOLEY SECURITIES S.A.



JAQUELINE ALEXANDER
Director



GEORGE ALLEN
Director

8.2 The Pledgor hereby represents that neither it nor any of the Pledged Assets have any right of immunity, on the ground of sovereignty or otherwise, from any legal action, suit or proceeding, or from the giving of relief in any legal action, suit or proceeding, from any right of set-off or of counterclaim, from the jurisdiction of any competent court, from service or process upon it or any of its agents, [from attachment prior to judgement, from attachment in aid of any judgment or other legal process,] in any jurisdiction. To the extent that the Pledgor is or becomes entitled to any immunity as aforesaid with respect to its obligations, liabilities or any other matter under or arising out of or in connection with the Pledge Agreement, the Pledgor hereby irrevocably and unconditionally waives and agrees not to plead or claim any such immunity and consents to the giving of any relief in any legal action, suit or proceeding and execution or any other form of process for the enforcement of any judgement against it or its assets. Such agreement shall be irrevocable and not subject to withdrawal in any and all jurisdictions.

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As Pledgee,

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Place and date:

Signature: _____ Signature: _____
Print Name: _____ Print Name: _____

As Pledgor,

Place and date:

For and on behalf of DOOLEY SECURITIES S.A.



JAQUELINE ALEXANDER
Director



GEORGE ALLEN
Director