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**Dated 20 April 2026**

**The shareholders of  
MYNTFUND ehf.  
and  
HARROGATE GROUP PLC  
and  
BJÖRGVIN ÞORSTEINSSON**

## **SHARE PURCHASE AGREEMENT**

### **KEYSTONE LAW**

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**CONTENTS**

1.	Interpretation .....	3
2.	Sale and purchase .....	6
3.	CONDITIONS.....	6
4.	consideration and currency .....	7
5.	Completion .....	7
6.	Warranties .....	8
7.	limitations of liability.....	8
8.	indemnities .....	8
9.	Confidentiality and announcements.....	9
10.	Further assurance .....	9
11.	Assignment and other dealings .....	10
12.	Entire agreement.....	10
13.	Variation, waiver and rights and remedies.....	10
14.	Notices .....	10
15.	Severance .....	11
16.	Third party rights .....	11
17.	counterparts and electronic execution .....	11
18.	language .....	11
19.	Governing law and jurisdiction.....	12
20.	survival.....	12
	Schedule 1 Particulars of the Company .....	13
	Schedule 2 Seller's Completion obligations.....	14
	Schedule 3 Warranties.....	15
	Part 1 General Warranties .....	15
	Part 2 Tax warranties.....	23



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This Agreement is dated 20 April 2026

## PARTIES

- (1) **The shareholders of MYNTFUND ehf.**, incorporated and registered in Iceland with national ID 540921-0590 whose registered office is at Skipholt 50b, 110 Reykjavík, Iceland, acting by MYNTFUND ehf. in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act) whose details are set out in schedule 4 (together the **"Sellers"** and individually a **"Seller"**);
- (2) **HARROGATE GROUP PLC** incorporated and registered in England and Wales with company number 03977034 whose registered office is at 71-75 Shelton Street, Covent Garden, London, WC2H 9JQ (the **"Buyer"**); and
- (3) **BJÖRGVIN ÞORSTEINSSON** of Helgugrund 10, 116 Reykjavík, Iceland (the **"Indemnifier"**)

## RECITALS

- (A) The Sellers have agreed to sell, and the Buyer has agreed to buy, the Sale Shares subject to the terms and conditions of this Agreement.

## Agreed terms

### 1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Agreement.

<b>"Accounts"</b>	the unaudited accounts of the Company for the accounting period ended on the Accounts Date, and the related notes to such accounts as required by law and applicable accounting standards.
<b>"Accounts Date"</b>	31 December 2024.
<b>"Applicable Law"</b>	any law, regulation, directive, order or requirement of any governmental or regulatory authority applicable to a party in any jurisdiction.
<b>"Business"</b>	the business carried on by the Company or any part of it.
<b>"Business Day"</b>	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
<b>"CA 2006"</b>	the Companies Act 2006.



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"Claim"	a claim by the Buyer against the Indemnifier in respect of any breach of the Warranties or under clause 8 (Indemnities).
"Company"	MYNTFUND ehf., incorporated and registered in Iceland with national ID 540921-0590 whose registered office is at Skipholt 50b, 110 Reykjavik, Iceland, further details of which are set out in Schedule 1.
"Completion"	completion of the sale and purchase of the Sale Shares in accordance with this Agreement.
"Completion Date"	the date of this Agreement <b>on which the conditions in clause 3 are met.</b>
"Consideration Shares"	the Shares to be issued by the Buyer to the Shareholders pursuant to clause 4.1.
"Currency"	pounds sterling or GBP
"CTA 2010"	the Corporation Tax Act 2010.
"Director"	each person who is a director or shadow director of the Company, as set out in Schedule 1, together the <b>Directors</b> .
"Encumbrance"	any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement.
"Group"	in relation to a company, that company, any subsidiary or any holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Each company in a Group is a <b>member of the Group</b> .
"Icelandic Process"	<b>Approval</b> the approval of this Agreement by:  (a) the board of directors of the Company; and  (b) a duly convened shareholders' meeting of the Company,  in each case in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act).
"ISK"	Icelandic Króna.



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"Indemnity Claim"	means a claim made under clause 8 (Indemnities).
"SAFE Instruments"	simple agreements for future equity or similar instruments issued by the Company prior to Completion which entitled the holders, upon the occurrence of specified events, to the issue of shares in the capital of the Company, all of which have been validly converted prior to Completion.
"Sale Shares"	the 500,000 ordinary shares of SK 1 each in the Company, all of which have been issued and are fully paid.
"Shareholders"	the persons whose names are entered in the register of shareholders of the Seller as at Completion, as set out in Schedule 4.
"Shares"	the ordinary shares of the Buyer of £0.0001 each.
"Purchase Price"	has the meaning given in clause 4.1.
"Tax"	any form of taxation, levy, duty, charge, contribution, deduction or withholding of whatever nature, whether direct or indirect and whether imposed by any governmental, fiscal or other authority in the United Kingdom, Iceland or elsewhere, including (without limitation) any income tax, corporation tax, capital gains tax, value added tax, goods and services tax, withholding tax, social security or similar contribution, and any related fine, penalty, surcharge or interest.
"Warranties"	the warranties given by the Indemnifier set out in Schedule 3, each a <b>Warranty</b> .
"Withholding Tax"	any deduction or withholding for or on account of Tax imposed by any Tax Authority.

- 1.2 References to clauses and Schedules are to the clauses of and Schedules to this Agreement and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.3 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.4 This Agreement shall be binding on and enure to the benefit of, the parties to this Agreement and their respective successors[, personal representatives] and permitted assigns, and references to a party shall include that party's successors[, personal representatives] and permitted assigns.



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- 1.5 A reference to a **company** includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 A reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the CA 2006 [and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of:
- 1.6.1 another person (or its nominee), by way of security or in connection with the taking of security; or
- 1.6.2 its nominee.
- 1.7 Unless expressly provided otherwise in this Agreement, a reference to **writing** or **written** excludes fax but not email.
- 1.8 Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 1.9 References to a document in **agreed form** are to that document in the form agreed by the parties and initialled by them or on their behalf for identification.
- 1.10 Unless expressly provided otherwise in this Agreement, a reference to legislation or a legislative provision:
- 1.10.1 is a reference to it as it is in force as at the date of agreement;
- 1.10.2 include all subordinate legislation made as at the date of this Agreement under that legislation or legislative provision.

## 2. SALE AND PURCHASE

At Completion, following completion of the Icelandic Approval Process, the Buyer shall buy and each Seller shall sell, acting by MyntFund ehf. as his, her or its duly authorised representative pursuant to and in accordance with Act No. 138/1994), the Sale Shares set out against his, her or its name in Schedule 4 with full title guarantee.

## 3. CONDITIONS

- 3.1 Completion is conditional upon the Icelandic Approval Process having been validly completed.
- 3.2 The Sellers shall procure that evidence, in form and substance satisfactory to the Buyer, of completion of the Icelandic Approval Process is delivered to the Buyer prior to Completion.



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3.3 Completion is also conditional on the passing of the resolutions to be proposed at a general meeting of the ~~Company~~ Buyer on or around 20 May 2026.

3.4 If the Conditions in clause 3.1 and clause 3.2 have not been satisfied or waived by the Buyer by 31 December 2026, either party may terminate this Agreement by written notice to the other, without liability (save for any antecedent breach).

## 4. CONSIDERATION AND CURRENCY

4.1 The consideration for the sale of the Sale Shares shall be satisfied by the issue by the Buyer, at Completion, to each Seller of the number of Consideration Shares set out against his or her name in Schedule 4 credited as fully paid.

4.2 All payments under this Agreement shall be made in the Currency.

## 5. COMPLETION

5.1 Completion shall take place on the Completion Date at such place as the parties shall agree.

5.2 At Completion, the Sellers shall procure that the things listed in Schedule 2 are completed.

5.3 Subject to the Sellers complying with clause 5.2, at Completion the Buyer shall:

5.3.1 issue and allot the Consideration Shares to each Seller and procure that each Seller is entered in the register of members of the Buyer as holder of the Consideration Shares; and

5.3.2 deliver (or cause to be delivered) to the Sellers:

(a) this Agreement, duly executed by the Buyer;

(b) a copy of the resolutions adopted by the Buyer's board of directors approving the execution and delivery of this Agreement and any other documents to be delivered by the Buyer at Completion.

5.4 All sums payable by any Seller (in respect of his, her or its obligations) or the Indemnifier to the Buyer under this Agreement shall be paid in full and free from any deduction or withholding for or on account of any Withholding Tax

5.5 If any deduction or withholding is required by Applicable Law, the Seller or Indemnifier shall:

5.5.1 make the deduction or withholding; and

5.5.2 pay to the Buyer such additional amount as is necessary to ensure that the Buyer receives the same amount as it would have received had no deduction or withholding been required.



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- 5.6 Upon Completion, the Buyer shall be entered as the sole shareholder of the MyntFund, and MyntFund shall become a wholly owned subsidiary of the Buyer.

## 6. WARRANTIES

- 6.1 The Indemnifier warrants to the Buyer that each Warranty is true, accurate and not misleading at the date of this Agreement.
- 6.2 Warranties qualified by the expression **so far as the Indemnifier is aware** (or any similar expression) are deemed to be given to the best of the Indemnifier's knowledge, information and belief after making due and careful enquiries.
- 6.3 Each of the Warranties is separate and independent, and unless expressly provided otherwise, is not limited by reference to any other Warranty or any other provision in this Agreement.
- 6.4 No information of which the Buyer, its agents or advisers has knowledge (in each case whether actual, constructive or imputed), or which could have been discovered (whether by investigation made by the Buyer or on its behalf), shall prejudice or prevent any Claim, or reduce the amount recoverable under any Claim.

## 7. LIMITATIONS OF LIABILITY

- 7.1 The aggregate liability of the Indemnifier for all claims by the Buyer against the Indemnifier in respect of any breach of the Warranties shall not exceed £2,000,000.
- 7.2 The Indemnifier shall not be liable for a Claim unless notice in writing of the Claim, summarising the nature of the Claim (in so far as it is known to the Buyer) and, as far as is reasonably practicable, providing an estimate of the amount claimed, has been given by or on behalf of the Buyer to the Indemnifier:
- 7.2.1 in the case of a Claim made under the Warranties in Part 2 of Schedule 3, on or before the seventh anniversary of Completion;
- 7.2.2 in any other case, on or before the second anniversary of Completion.
- 7.3 Nothing in this clause 7 applies to exclude or limit the Indemnifier's liability:
- 7.3.1 where (and to the extent that) a Claim arises or is delayed as a result of dishonesty, fraud, wilful misconduct or wilful concealment by the Indemnifier or the Company (or the Indemnifier's or the Company's agents or advisers) and/or
- 7.3.2 the liability of the Indemnifier under clause 8 (Indemnities).

## 8. INDEMNITIES

- 8.1 The Indemnifier hereby indemnifies the Buyer on a pound-for-pound basis against any Losses suffered or incurred by the Buyer arising out of or in connection with any of the following matters:



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- 8.1.1 any claim by any prior holder of SAFE Instruments which have been completed prior to Completion asserting rights inconsistent with the share capital of the Company as at Completion; or
  - 8.1.2 any claim by a current or former developer, consultant or contractor alleging ownership of, or rights in, the Intellectual Property Rights used in the Business
  - 8.1.3 any breach of the Company's entitlement to use software used in the Business under valid and subsisting licences.
- 8.2 The indemnities in this clause 8 are separate and independent from the Warranties and shall not be subject to the limitations set out in clause 7.
- 8.3 The Buyer shall not be required to mitigate any Loss for the purpose of any Indemnity Claim.
- 8.4 The Indemnifier waives any right of subrogation against the Company or the Sellers in respect of any Indemnity Claim.
- 8.5 The Indemnifier shall not take part in any board meetings or discussions or decisions (whether by vote or otherwise) or actions relating to directly or indirectly to any claim for breach of a Warranty or an Indemnity.

## 9. CONFIDENTIALITY AND ANNOUNCEMENTS

- 9.1 Except to the extent required by law or any legal or regulatory authority of competent jurisdiction:
- 9.1.1 the Sellers shall not at any time disclose to any person (other than the Sellers' professional advisers) the terms of this Agreement or any trade secret, know how or other confidential information relating to the Company or the Buyer, or make any use of such information other than to the extent necessary for the purpose of exercising or performing its rights and obligations under this Agreement; and
  - 9.1.2 no party shall make, or permit any person to make, a public announcement, communication or circular concerning this Agreement without the prior written consent of the other party.
- 9.2 Notwithstanding clause 9.1.2, the Buyer may, at any time after Completion, announce its acquisition of the Sale Shares to the employees, clients, customers or suppliers of the Company or any other member of the Buyer's Group.

## 10. FURTHER ASSURANCE

At their own expense, the Sellers shall (and shall use reasonable endeavours to procure that any relevant third party shall) promptly execute and deliver such documents and perform such acts as the Buyer may reasonably require from time to time for the purpose of giving full effect to this Agreement.



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**11. ASSIGNMENT AND OTHER DEALINGS**

Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust of, or deal in any other manner with any or all of its rights and obligations under this Agreement.

**12. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

**13. VARIATION, WAIVER AND RIGHTS AND REMEDIES**

13.1 No variation of this Agreement shall be effective unless it is in writing, signed by the parties (or their authorised representatives) and expressly states that it is amending this Agreement.

13.2 A waiver of any right or remedy is only effective if given in writing [and shall not be deemed a waiver of any subsequent right or remedy].

13.3 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

13.4 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**14. NOTICES**

14.1 A notice given to a party under or in connection with this Agreement shall be in writing and shall be:

14.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case)[; or]

14.1.2 sent by email to the following addresses (or an address substituted in writing by the party to be served):

(a) Sellers: Bjoggi@myntfund.is.

(b) Indemnifier: Bjoggi@myntfund.is.

(c) Buyer: michael.burton@harrogategroupplc.co.uk

14.2 Any notice shall be deemed to have been received:



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- 14.2.1 if delivered by hand, at the time the notice is left at the proper address;
- 14.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- 14.2.3 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause, **business hours** means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 14.3 This clause 14 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 14.4 Each Seller and the Indemnifier irrevocably appoints Jóhannes Árnason of JÁS Lögmenn, Grandagarði 5, 2nd floor, 101 Reykjavík, Iceland as its agent for service of process in respect of any proceedings arising out of or in connection with this Agreement.
- 15. SEVERANCE**
- If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.
- 16. THIRD PARTY RIGHTS**
- This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 17. COUNTERPARTS AND ELECTRONIC EXECUTION**
- 17.1 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts together shall constitute the same agreement.
- 17.2 Delivery of an executed counterpart of this Agreement by email (PDF) shall be effective delivery.
- 18. LANGUAGE**
- 18.1 This Agreement is executed in the English language. Any translation is provided for convenience only and, in the event of any inconsistency, the English language version shall prevail.



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**19. GOVERNING LAW AND JURISDICTION**

- 19.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 19.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

**20. SURVIVAL**

- 20.1 The provisions of this Agreement which by their nature are intended to survive Completion, including the Warranties and the Indemnities, shall continue in full force and effect after Completion.

This Agreement has been entered into on the date stated at the beginning of it. As between the Buyer and the Indemnifier, this Agreement is executed and delivered as a deed. As between the Buyer and each of the other parties to this Agreement (including each shareholder acting by MyntFund ehf. as its authorised representative), this Agreement shall take effect as a contract and each such contract is supported by good and valuable consideration.



**Schedule 1  
Particulars of the Company**

<b>Registered name:</b>	<b>MyntFund ehf.</b>
<b>National ID (Kennitala)::</b>	<b>540921-0590</b>
<b>Place of incorporation:</b>	<b>Iceland</b>
<b>Registered office:</b>	<b>Skipholt 50b, 110 Reykjavík, Iceland</b>
<b>Registered email address:</b>	<b>Bjoggi@myntfund.is</b>
<b>Issued share capital:</b>	<b>Amount: ISK 500,000 Divided into: 500,000 ordinary shares of ISK 1 each</b>
<b>Registered shareholder (and number of Sale Shares held):</b>	<b>As set out in Schedule 4</b>
<b>Beneficial owners of Sale Shares (if different) and number of Sale Shares beneficially owned:</b>	<b>As set out in Schedule 4</b>
<b>Directors and shadow directors:</b>	<b>Björgvin Þorsteinsson Halldórsson Benediktsson</b>
<b>Secretary:</b>	<b>None</b>
<b>Auditor:</b>	<b>None</b>
<b>Registered charges:</b>	<b>None</b>



**Schedule 2**  
**Seller's Completion obligations**

**1. DOCUMENTS TO BE DELIVERED AT COMPLETION**

At Completion, the Sellers shall deliver (or cause to be delivered) to the Buyer:

- 1.1 evidence, in agreed form, that:
  - 1.1.1 the board of directors of the Company has approved this Agreement; and
  - 1.1.2 a duly convened shareholders' meeting of the Company has approved this Agreement and the execution of it by the Company on behalf of the Sellers in accordance with Icelandic law;
- 1.2 a copy of the Company's shareholder register, certified as accurate as at Completion.
- 1.3 this Agreement, duly executed by the Sellers;
- 1.4 the registers, minute books and other records currently required to be kept by the Company under Icelandic law, in each case duly written up as at the Completion Date;
- 1.5 in relation to any charge, guarantee or other security given by the Company, a discharge or release, in agreed form, duly executed by the relevant lender or charge holder;
- 1.6 signed minutes, in agreed form, of the board meeting held by the Company pursuant to paragraph 2 of this Schedule 2;
- 1.7 a legal opinion from Icelandic counsel, in agreed form, confirming, but without limitation,
  - 1.7.1 the due incorporation and existence of the Company under Icelandic law;
  - 1.7.2 the Icelandic Approval Process has been properly completed;
  - 1.7.3 the Company's capacity and authority to enter into and perform this Agreement on behalf of the Sellers; and
  - 1.7.4 that this Agreement constitutes valid, legal and binding obligations of each Sellers and the Indemnifier and under Icelandic law.

**2. COMPLETION BOARD MEETING**

The Sellers shall cause a board meeting of the Company to be held at Completion at which the matters set out in the agreed form completion board minutes delivered pursuant to paragraph 1 of this Schedule shall take place.

**Schedule 3  
Warranties**

**Part 1  
General Warranties**

**1. POWER TO SELL SALE SHARES**

- 1.1 The Indemnifier warrants that each Seller has the requisite power and authority to enter into and perform this Agreement and the documents referred to in it to which it is a party, under Applicable Law and they constitute valid, legal and binding obligations on each Seller in accordance with their respective terms.
- 1.2 The execution and performance by each Seller and the Indemnifier of this Agreement and the documents referred to in it to which the Company is a party will not breach or constitute a default under its constitutional documents, or any agreement, instrument, order, judgment or other restriction which binds the Seller.
- 1.3 The Icelandic Approval Process has been validly completed in accordance with Icelandic law and is legally binding on all shareholders of the Company.

**2. SHARE CAPITAL**

- 2.1 The Sale Shares constitute the whole of the allotted and issued share capital of the Company as at Completion.
- 2.2 Each Seller is the sole legal and beneficial owner of the Sale Shares which he is selling and is entitled to transfer the legal and beneficial title to those Sale Shares to the Buyer free from all Encumbrances, without the consent of any other person.
- 2.3 As at Completion, no person has any right to require the transfer, creation, issue or allotment of any share, loan capital or other securities of the Company.
- 2.4 No Encumbrance has been granted to any person or otherwise exists affecting the Sale Shares or any unissued shares, debentures or other unissued securities of the Company, and no commitment to create any such Encumbrance has been given, nor has any person claimed any such rights.
- 2.5 The Company:
- 2.5.1 does not own, and has not agreed to acquire, any shares, loan capital or any other securities or interest in any company;
- 2.5.2 has not, at any time, had any subsidiaries or subsidiary undertakings (within the meaning of section 1162 of the CA 2006);
- 2.5.3 is not, and has not agreed to become, a member of any partnership or other unincorporated association, joint venture or consortium (other than recognised trade associations); and



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- 2.5.4 has no branch or permanent establishment outside England and Wales.
- 2.6 The Company has not purchased, redeemed, reduced, repaid or forfeited any of its share capital.
- 2.7 All SAFE Instruments issued by the Company have been validly converted, and the resulting shares have been duly issued and are legally and beneficially owned by the relevant shareholders.
- 2.8 The Company has no outstanding convertible instruments or rights to acquire shares.

### 3. CONSTITUTIONAL AND CORPORATE MATTERS

- 3.1 A copy of the Company's memorandum and articles of association have been provided to the Buyer, and such copy documents are true, accurate and complete.
- 3.2 All filings, returns, forms, particulars, resolutions, notices and other documents that the Company is, or at any time prior to the date of this Agreement was, required by law to file with, deliver or submit to, any regulatory, governmental or supervisory authority in any jurisdiction (including the Registrar of Companies in England and Wales):
  - 3.2.1 have been duly filed, delivered or submitted within all applicable time limits; and
  - 3.2.2 were, when filed, true, accurate, complete and not misleading.

No such filing or submission has been rejected, returned or refused, nor has the Company been notified that any such filing or submission is defective, incomplete or requires amendment, and there are no outstanding or unresolved queries, requests for information, notices of non-compliance, investigations or enforcement actions in respect of any such filing or submission.

- 3.3 All deeds and documents belonging to the Company (or to which it is a party) are in the Company's possession.
- 3.4 All accounting, financial and other records of the Company (including its statutory books and registers):
  - 3.4.1 have been properly prepared and maintained;
  - 3.4.2 constitute an accurate record of all matters required by law to appear in them, and comply with any applicable requirements of the CA 2006;
  - 3.4.3 do not contain any material inaccuracies or discrepancies; and
  - 3.4.4 are in the possession of the Company.
- 3.5 All information required to be kept centrally at the companies registry (or equivalent in Iceland) in relation to the directors, company secretaries and people with significant control of the Company is true, complete and accurate.



**4. ACCURACY OF INFORMATION**

- 4.1 The particulars set out in Schedule 1 are true, accurate and complete.
- 4.2 All information given by or on behalf of the Sellers to the Buyer (or its agents or advisers) in the course of the negotiations leading up to this Agreement, was when given, and is now, true, accurate and complete.

**5. COMPLIANCE AND CONSENTS**

- 5.1 The Company has at all times complied with all applicable laws and regulations in each jurisdiction in which it operates or to which it is otherwise subject.
- 5.2 The Company holds all licences, consents, permits and authorities necessary to carry on the Business in the places and in the manner in which it is carried on at Completion (**Consents**).
- 5.3 Each of the Consents is valid and subsisting, the Company is not in breach of the terms or conditions of the Consents (or any of them) and there is no reason any of the Consents may be revoked or suspended (in whole or in part) or may not be renewed on the same terms.

**6. INSURANCE**

- 7. The Company does not maintain any insurance policies.

**8. DISPUTES AND INVESTIGATIONS**

- 8.1 Neither the Company nor any of its directors, nor any other person for whose acts the Company is or may be vicariously liable (**Relevant Person**), is engaged or involved in, or otherwise subject to any of the following matters (such matters being referred to in this paragraph 8 as **Proceedings**):
  - 8.1.1 any litigation, or any administrative, arbitration or other proceedings, claims, actions or hearings (except for debt collection in the normal course of business); or
  - 8.1.2 any dispute with, or any investigation, inquiry or enforcement proceedings by, any governmental, regulatory, supervisory or similar body.
- 8.2 No Proceedings have been threatened or are pending by or against any Relevant Person, and there are no circumstances likely to give rise to any such Proceedings.
- 8.3 The Company is not subject to any judgment, order or other decision or ruling of a court, tribunal or arbitrator, or of any governmental, regulatory, supervisory or similar body or agency in any jurisdiction.
- 8.4 No] Seller has a claim of any nature against the Company, nor has it assigned to any person the benefit of any such claim.



**9. CONTRACTS AND TRADING**

- 9.1 The Company has provided full particulars of all subsisting contracts, agreements, arrangements, understandings or commitments to which the Company is a party.
- 9.2 The Company is not a party to any contract, agreement, arrangement, understanding or commitment which is of an unusual or exceptional nature, outside the ordinary course of the Business, or not on arm's-length terms.
- 9.3 No party is in default of any agreement to which the Company is a party, no such default has been threatened, and there are no facts or circumstances likely to give rise to any such default. No notice of termination of any such agreement has been received or served by the Company, and there are no grounds for the termination, rescission, repudiation or a material change in the terms of any such agreement.
- 9.4 There is no outstanding indebtedness or other liability (actual or contingent) and no outstanding contract, commitment or arrangement between the Company and any of the following:
- 9.4.1 any Seller (or any person connected with a Seller); or
  - 9.4.2 a director of any Seller (or any person connected with any such director).

For the purpose of this paragraph, **connected** has the meaning given in section 1122 of the CTA 2010.

**10. EFFECT OF THE TRANSACTION**

- 10.1 The acquisition of the Sale Shares by the Buyer will not:
- 10.1.1 cause the Company to lose the benefit of any right, asset or privilege it presently enjoys;
  - 10.1.2 relieve any person of any obligation to the Company, or enable any person to determine any such obligation, or any right or benefit enjoyed by the Company, or to exercise any other right in respect of the Company;
  - 10.1.3 result in any customer, client or supplier [materially] reducing its business, or changing the terms on which it deals, with the Company;
  - 10.1.4 result in the loss of, or any default under, any Consent (as defined in paragraph 5.2 of Part 1 of this Schedule 3); or
  - 10.1.5 so far as the Indemnifier is aware, result in any officer or senior employee leaving the Company.



**11. FINANCE AND GUARANTEES**

- 11.1 The Company has provided to the Buyer full particulars of all money borrowed by the Company and all financial facilities currently outstanding or available to the Company, including copies of all related documentation.
- 11.2 There are no circumstances or matters which could affect the continuance of any of the financial facilities that are currently available to the Company, or which may result in an amendment of their terms.
- 11.3 No Encumbrance over any of the Company's assets is now enforceable, and there are no circumstances likely to give rise to any such enforcement.
- 11.4 The Company has not factored or discounted any of its debts or engaged in financing of a type that would not need to be shown or reflected in the Accounts.
- 11.5 No Encumbrance, guarantee, indemnity or other similar arrangement has been entered into, given or agreed to be given by:
- 11.5.1 the Company or any third party, in each case in respect of any indebtedness or other obligations of the Company; or
- 11.5.2 the Company in respect of any indebtedness or other obligations of any third party.
- 11.6 The Company has no outstanding loan capital, nor has it lent any money that has not been repaid, and there are no debts owing to the Company other than debts that have arisen in the normal course of the Business.
- 11.7 The debts owing to the Company as reflected in the Accounts (and all debts subsequently recorded in its books since the Accounts Date) have been realised, or will within three months after Completion realise in cash their full amount, and none of those debts has been outstanding for more than two] months.
- 11.8 Neither the Company nor any Seller is in liquidation or administration (or any equivalent proceeding in any jurisdiction other than England and Wales), and there is no moratorium or composition or arrangement with any of its creditors in force in respect of the Company or the Seller, nor has a receiver (administrative or otherwise) or manager (or person with similar powers in any jurisdiction) been appointed in respect of any of the assets or business of the Company or the Seller.
- 11.9 No person has taken any step or action (including applying to court or executing or filing any documents or proposing or passing any resolutions) towards the Company or the Seller:
- 11.9.1 entering administration or liquidation (whether voluntary, compulsory or provisional);
- 11.9.2 obtaining a moratorium in respect of the Company or the Seller (including under Part A1 of the Insolvency Act 1986);



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- 11.9.3 making a composition or arrangement with its creditors (or any of them);
- 11.9.4 having a receiver (administrative or otherwise) or manager appointed to any of its assets or business;
- 11.9.5 being struck off the register of companies; or
- 11.9.6 entering into, or becoming subject to, any procedure or proceeding in any jurisdiction other than England and Wales with a similar effect to any of the matters, proceedings or procedures listed in paragraph 11.9.1 to paragraph 11.9.5 (inclusive).

## 12. ACCOUNTS

12.1 The definitions in this paragraph apply in this Agreement:

**"FRS 102"** Financial Reporting Standard 102: The Financial Reporting Standard applicable in the UK and Republic of Ireland as issued by the Financial Reporting Council of the UK and in force for the accounting period ended on the Accounts Date.

**"Previous Accounts"** the accounts equivalent to the Accounts in respect of the accounting period immediately preceding the accounting period ended on the Accounts Date.

12.2 The Accounts:

- 12.2.1 show a true and fair view of the state of affairs of the Company as at the Accounts Date, and of its profit or loss and total comprehensive income for the accounting period ended on the Accounts Date;
- 12.2.2 have been properly prepared in accordance with FRS 102, using appropriate accounting policies and estimation techniques as required by section 10 of FRS 102;
- 12.2.3 comply with the requirements of the CA 2006 and all other applicable law and regulations in the UK;
- 12.2.4 (save as the Accounts expressly disclose) are not affected by any extraordinary, exceptional or non-recurring items; and
- 12.2.5 (save as the Accounts expressly disclose) have been prepared using the same accounting policies and estimation techniques as those adopted and applied in preparing the Previous Accounts.

## 13. CHANGES SINCE ACCOUNTS DATE

Since the Accounts Date:



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- 13.1 the Company has conducted the Business in the normal course and as a going concern;
- 13.2 there has been no material adverse change in the Company's turnover, financial position or prospects;
- 13.3 no dividend or other distribution of profits or assets has been, or agreed to be declared, made or paid by the Company;
- 13.4 the Company has not borrowed or raised any money or taken or given any form of financial security, nor has it incurred or committed to any capital expenditure, or acquired or disposed of any individual item, in either case in excess of £10,000; and
- 13.5 the Company has paid its creditors within the applicable periods agreed with the relevant creditor and there are no amounts owing by the Company which have been outstanding for more than 60 days.

## 14. ASSETS

- 14.1 In this paragraph 14, **IT Systems** means all network and information systems, computer hardware (including network and telecommunications equipment), mobile devices, data (including databases), domain names, webpages and software (including associated user manuals, object code and source code and other materials required to enable a reasonably skilled programmer to maintain and modify the software), and related IT services, enjoyed, owned, used or held for use by the Company.
- 14.2 The Company has obtained, free from Encumbrances, all rights and consents from third parties that are necessary to enable its exclusive and unrestricted use of the IT Systems for the purposes of the Business both before and after Completion.
- 14.3 The assets included in the Accounts, together with any assets acquired by the Company since the Accounts Date (except for those disposed of since the Accounts Date in the normal course of business) and all other assets used by the Company in connection with the Business are:
  - 14.3.1 legally and beneficially owned by the Company, free from Encumbrance or any other third party right, and the Company has good and marketable title to such assets; and
  - 14.3.2 in the possession and control of the Company.
- 14.4 The [plant, machinery,] vehicles, office and other equipment used by the Company in connection with the Business are in good working order, have been regularly and properly maintained and are capable of doing the work for which they were designed.
- 14.5 All elements of the **IT Systems**:
  - 14.5.1 are functioning adequately and [materially] in accordance with all applicable specifications;



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- 14.5.2 are not defective in any material respect and the Company has taken reasonable steps to ensure they contain no software virus or other malware or security vulnerability; and
- 14.5.3 has sufficient capacity, scalability and performance to meet the current and foreseeable peak volume requirements of the Business as carried on at Completion.
- 14.6 The Company has in place appropriate network and data security, incident notification and response, business continuity and disaster recovery procedures relating to the use of the IT Systems, each of which is in accordance with best industry practice and all applicable regulatory requirements.
- 14.7 During the seven-year period up to and including the date of this Agreement, the Company has not:
- 14.7.1 suffered any event having an actual adverse effect on the security of the IT Systems and a significant impact on the continuity of the Business (**Security Incident**); or
- 14.7.2 breached any applicable regulatory requirements (including any reporting requirement) in relation to any Security Incident.
- 14.8 The assets owned by the Company comprise all the assets necessary for the continuation of the Business as it is carried on at Completion, and such assets are not shared with any other person.

## 15. EMPLOYMENT

The Company has no employees and has never had any employees.

## 16. PROPERTY

- 16.1 In this paragraph 16, **Previously-owned Land and Buildings** means any land and buildings that has or have, at any time before the date of this Agreement, been owned (under whatever tenure) and/or occupied and/or used by the Company, but which are either:
- 16.1.1 no longer owned, occupied or used by the Company; or
- 16.1.2 owned, occupied or used by the Company but pursuant to a different lease, licence, transfer or conveyance.
- 16.2 The Company has no right of ownership, right to use, option, right of first refusal or contractual obligation to purchase, or any other legal or equitable right affecting any land and buildings.
- 16.3 The Company has no liability (whether actual or contingent) in respect of any Previously-owned Land and Buildings, nor has it given any guarantee or indemnity for any liability



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relating to any land and buildings, any Previously-owned Land and Buildings or any other land and buildings.

**Part 2**  
**Tax warranties**

1. The Company has paid all Tax due and payable under applicable law.



**Schedule 4  
Shareholders**

<b>Seller</b>	<b>Sale Shares</b>	<b>Consideration Shares</b>
Björgvin Þór Þorsteinsson	387,337	1,443,217,662
Ísálfar ehf.	34,153	127,254,078
Óli Kristján Jónsson	12,500	46,575,000
Halldór B Hreinsson	12,500	46,575,000
Samastaður ehf.	5,600	20,865,600
Ásbjörn Þorsteinsson	5,000	18,630,000
Andrés Bertelsen	4,500	16,767,000
Skúli Þorsteinsson	3,050	11,364,300
Hilmir Guðlaugsson	2,500	9,315,000
Sigurður Sigfús Eiríksson	2,440	9,091,440
Líf&Ljós ehf.	2,000	7,452,000
KK Bygg ehf.	1,500	5,589,000
Höfðabílar ehf.	1,700	6,334,200
Steingrímur Steingrímsson	1,650	6,147,900
Björn Loftsson	1,650	6,147,900
Gunbold Gunnar Bold	1,550	5,775,300
Kristján Benedikt Þorsteinsson	1,330	4,955,580
Svalan ehf.	1,000	3,726,000
Hereford-Steikhús ehf.	1,000	3,726,000
Ingvi Reynir Berndsen	1,000	3,726,000
Helgi Heimisson	900	3,353,400
Valgeir Hannesson	800	2,980,800



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Ragnar Sverrisson	750	2,794,500
Jón Ívar Vilhelmsson	665	2,477,790
Sindri Örn Garðarsson	665	2,477,790
Alexander Gautason	665	2,477,790
Tryggvi Lárusson	665	2,477,790
Benedikt Arnar Víðisson	650	2,421,900
Tinna Brekkan	620	2,310,120
Ómar Hákonarson	500	1,863,000
Jóhann Hannesson	500	1,863,000
Sigurður Valur Sverrisson	500	1,863,000
Anna Lisa Kavanagh	500	1,863,000
Sverrir Arnar Ragnarsson	500	1,863,000
Tuttugasta hverfi ehf.	500	1,863,000
Agnes Þórhallsdóttir	465	1,732,590
Guðlaugur Ö Þorsteinsson	418	1,557,468
Alfreð Pálsson	330	1,229,580
Pétur Ásgeirsson	330	1,229,580
M. Jónsson ehf	300	1,117,800
Víðir Víðisson	300	1,117,800
Þórhallur Gunnarsson	300	1,117,800
Börkur Birgisson	300	1,117,800
Sara Dögg Gunnarsdóttir	250	931,500
Bjarni Kjartansson Thors	250	931,500
Kristján Ragnarsson	Róbert 250	931,500

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Emilfa Lea Magdalena Dungal	197	734,022
Anika Rut Halldórsdóttir	166	618,516
Arngrímur Arngrímsson	166	618,516
Hörður Guðlaugsson	165	614,790
Einar Örn Sindrason	165	614,790
Íslitir ehf.	165	614,790
Kristján Eldjárn Magnússon	165	614,790
Björn Harðarson	150	558,900
Ólafur Ragnar Ólafsson	150	558,900
Grétar Þór Bergþóruson	150	558,900
Hjörtur Eypórsson	150	558,900
Jóhann Jónsson	111	413,586
Svava Gunnarsdóttir	100	372,600
Magnús Pálmi Gunnarsson	100	372,600
Daniel Freyr Gunnarsson	100	372,600
Elva Rakel Sævarsdóttir	65	242,190
Berglind Rögnvaldsdóttir	65	242,190
Kristófer Róbertsson	53	197,478
Þórarinn Kristjánsson	50	186,300
Bent P. B. Sch. Thorsteinsson	50	186,300
Mariska Kappert	50	186,300
Diana Rós Hanh Jónatansdóttir	50	186,300
Valur Björnsson	50	186,300








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Michal Mikolaj Tosik- Warszawiak	50	186,300
Alf Wardum	50	186,300
Alexander Sævar Harðarson	40	149,040
Jón Sævar Sigurðsson	39	145,314
Markús Löve Mogensson	30	111,780
Guðmundur Bjarkarson	30	111,780
Ingunn Ragna Sævarsdóttir	30	111,780
Ariel Bertelsen	30	111,780
Kristófer Róbertsson	30	111,780
Sigríður Erna Björgvinsdóttir	30	111,780
Viktor Freyr Ómarsson	30	111,780
Líf Helgadóttir	25	93,150
Aron Kristinn Haraldsson	25	93,150
Jökull Jóhannsson	25	93,150
Kjartan Óli Ólafsson	25	93,150
Skarphéðinn Smárason	15	55,890
Baldur Heimisson	15	55,890
Iwona Jóhanna Kik	5	18,630
Steinhildur Hjaltsted	5	18,630
Rasa Karpaité	5	18,630
<b>TOTAL</b>	<b>500,000</b>	<b>1,863,000,000</b>








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<p>EXECUTED as a DEED by HARROGATE GROUP PLC acting by Michael Burton, a director, in the presence of:</p>	<p><u>Michael Burton</u> Director</p>
<p>Witness: BALDEV SINGH Signature: <u>Baldev Singh</u>  Name: BALDEV SINGH Address: 72 ST HELENS GATE, HODDERSFIELD, HD4 6SH ENGLAND, UK Occupation: PROJECT MANAGER.</p>	
<p>EXECUTED as a DEED by BJÖRGVIN ÞORSTEINSSON, acting in capacity as Indemnifier</p>	<p><u>Björgvin Þ. Þorsteinsson</u></p>
<p>Witness: Arnar Grétarsson Signature: <u>Arnar Grétarsson</u>  Name: Arnar Grétarsson Address: Helgugrund 2, 116 Reykjavík  Occupation: Project manager</p>	
<p>EXECUTED by BJÖRGVIN ÞORSTEINSSON, acting in his personal capacity as Seller</p>	<p><u>Björgvin Þ. Þorsteinsson</u></p>






<p>EXECUTED by Ísálfar ehf. acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Ísálfar ehf.</p>
<p>EXECUTED by Óli Kristján Jónsson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Óli Kristján Jónsson</p>
<p>EXECUTED by Halldór B Hreinsson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Halldór B Hreinsson</p>
<p>EXECUTED by Samastaður ehf. acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Samastaður ehf.</p>
<p>EXECUTED by Ásbjörn Þorsteinsson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Ásbjörn Þorsteinsson</p>






<p>EXECUTED by <b>Ísálfar ehf.</b> acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Ísálfar ehf.</p>
<p>EXECUTED by <b>Óli Kristján Jónsson</b> acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Óli Kristján Jónsson</p>
<p>EXECUTED by <b>Halldór B Hreinsson</b> acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Halldór B Hreinsson</p>
<p>EXECUTED by <b>Samastaður ehf.</b> acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Samastaður ehf.</p>
<p>EXECUTED by <b>Ásbjörn Þorsteinsson</b> acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Ásbjörn Þorsteinsson</p>

<p>EXECUTED by Andrés Bertelsen acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	<p> Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Andrés Bertelsen</p>
<p>EXECUTED by Skúli Þorsteinsson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	<p> Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Skúli Þorsteinsson</p>
<p>EXECUTED by Hilmir Guðlaugsson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	<p> Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Hilmir Guðlaugsson</p>
<p>EXECUTED by Sigurður Sigfús Eiríksson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	<p> Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Sigurður Eiríksson</p>
<p>EXECUTED by Líf&amp;Ljós ehf. acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	<p> Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Líf&amp;Ljós ehf.</p>

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<p>EXECUTED by KK Bygg ehf. acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorized signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for KK Bygg ehf.</p>
<p>EXECUTED by Höfðabílar ehf. acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorized signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Höfðabílar ehf.</p>
<p>EXECUTED by Steingrímur Steingrímsson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorized signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Steingrímur Steingrímsson</p>
<p>EXECUTED by Björn Loftsson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorized signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Björn Loftsson</p>
<p>EXECUTED by Gunbold Gunnar Bold acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorized signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Gunbold Gunnar Bold</p>

<p>EXECUTED by Kristján Benedikt Þorsteinsson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Kristján Benedikt Þorsteinsson</p>
<p>EXECUTED by Svalan ehf. acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Svalan ehf.</p>
<p>EXECUTED by Hereford-Steikhús ehf. acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Hereford-Steikhús ehf.</p>
<p>EXECUTED by Ingvi Reynir Berndsen acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Ingvi Reynir Berndsen</p>
<p>EXECUTED by Helgi Heimisson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Helgi Heimisson</p>






<p>EXECUTED by Valgeir Hannesson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	<p> Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Valgeir Hannesson</p>
<p>EXECUTED by Ragnar Sverrisson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	<p> Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Ragnar Sverrisson</p>
<p>EXECUTED by Jón Ívar Vilhelmsson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	<p> Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Jón Ívar Vilhelmsson</p>
<p>EXECUTED by Sindri Örn Garðarsson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	<p> Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Sindri Örn Garðarsson</p>
<p>EXECUTED by Alexander Gautason acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	<p> Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Alexander Gautason</p>

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<p>EXECUTED by Tryggvi Lárusson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	<p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Tryggvi Lárusson</p>
<p>EXECUTED by Benedikt Arnar Víðisson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	<p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Benedikt Arnar Víðisson</p>
<p>EXECUTED by Tinna Brekkan acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	<p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Tinna Brekkan</p>
<p>EXECUTED by Ómar Hákonarson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	<p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Ómar Hákonarson</p>
<p>EXECUTED by Jóhann Hannesson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	<p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Jóhann Hannesson</p>



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<p>EXECUTED by Sigurður Valur Sverrisson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-29 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Sigurður Valur Sverrisson</p>
<p>EXECUTED by Anna Lisa Kavanagh acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-29 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Anna Lisa Kavanagh</p>
<p>EXECUTED by Sverrir Arnar Ragnarsson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-29 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Sverrir Arnar Ragnarsson</p>
<p>EXECUTED by Tuttugasta hverfi ehf. acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-29 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Tuttugasta hverfi ehf.</p>
<p>EXECUTED by Agnes Þórhallsdóttir acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-29 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Agnes Þórhallsdóttir</p>

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<p>EXECUTED by Guðlaugur Ö Þorsteinsson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	<p> Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Guðlaugur Ö Þorsteinsson</p>
<p>EXECUTED by Alfreð Pálsson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	<p> Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Alfreð Pálsson</p>
<p>EXECUTED by Pétur Ásgeirsson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	<p> Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Pétur Ásgeirsson</p>
<p>EXECUTED by M. Jónsson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	<p> Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for M. Jónsson ehf</p>



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<p>EXECUTED by Viðir Viðisson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossmál 17-25 110 Reykjavík Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Viðir Viðisson</p>
<p>EXECUTED by Þórhallur Gunnarsson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossmál 17-25 110 Reykjavík Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Þórhallur Gunnarsson</p>
<p>EXECUTED by Börkur Birgisson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossmál 17-25 110 Reykjavík Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Börkur Birgisson</p>
<p>EXECUTED by Sara Dögg Gunnarsdóttir acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossmál 17-25 110 Reykjavík Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Sara Dögg Gunnarsdóttir</p>
<p>EXECUTED by Bjarni Kjartansson Thors acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossmál 17-25 110 Reykjavík Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Bjarni Kjartansson Thors</p>

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<p>EXECUTED by Kristján Róbert Ragnarsson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	<p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorized signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Kristján Róbert Ragnarsson</p>
<p>EXECUTED by Emília Lea Magdalena Dungal acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	<p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorized signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Emília Lea Magdalena Dungal</p>
<p>EXECUTED by Anika Rut Halldórsdóttir acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	<p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorized signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Anika Rut Halldórsdóttir</p>
<p>EXECUTED by Arngrímur Arngrímsson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	<p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorized signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Arngrímur Arngrímsson</p>
<p>EXECUTED by Hörður Guðlaugsson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	<p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorized signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Hörður Guðlaugsson</p>





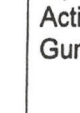


Myntfund ehf.  
Kt: 540921-0590  
Fossháls 17-25  
110 Reykjavík






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<p>EXECUTED by Einar Örn Sindrason acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	<p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Einar Örn Sindrason</p>
<p>EXECUTED by Íslitir ehf. acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	<p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Íslitir ehf.</p>
<p>EXECUTED by Kristján Eldjárn Magnússon acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	<p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Kristján Eldjárn Magnússon</p>
<p>EXECUTED by Björn Harðarson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	<p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Björn Harðarson</p>
<p>EXECUTED by Ólafur Ragnar Ólafsson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	<p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Ólafur Ragnar Ólafsson</p>

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<p>EXECUTED by Grétar Þór Bergþóruson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Grétar Þór Bergþóruson</p>
<p>EXECUTED by Hjörtur Eypórusson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Hjörtur Eypórusson</p>
<p>EXECUTED by Jóhann Jónsson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Jóhann Jónsson</p>
<p>EXECUTED by Svava Gunnarsdóttir acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Svava Gunnarsdóttir</p>
<p>EXECUTED by Magnús Pálmi Gunnarsson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Magnús Pálmi Gunnarsson</p>

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<p>EXECUTED by Daniel Freyr Gunnarsson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Daniel Freyr Gunnarsson</p>
<p>EXECUTED by Elva Rakel Sævarsdóttir acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Elva Rakel Sævarsdóttir</p>
<p>EXECUTED by Berglind Rögnvaldsdóttir acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Berglind Rögnvaldsdóttir</p>
<p>EXECUTED by Kristófer Róbertsson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Kristófer Róbertsson</p>
<p>EXECUTED by Þórarinn Kristjánsson acting by MYNTFUND ehf., in its capacity as his/her/its duly authorised representative pursuant to and in accordance with Act No. 138/1994 (Icelandic Private Limited Companies Act):</p>	 <p>Myntfund ehf. Kt: 540921-0590 Fossháls 17-25 110 Reykjavík</p> <p>Authorised signatory for and on behalf of MyntFund ehf. Acting as authorised signatory for Þórarinn Kristjánsson</p>