

SECURITY AGREEMENT

1. Grant. On this 3rd day of November, 2010, Harbour Equity Partners, LLC., a Delaware, USA corporation with its principal place of business at XXXXXXXXXX (hereinafter called "**Debtor**"), for valuable consideration, receipt whereof is acknowledged, grants to Barclays Bank Mozambique, an international corporation with its principal place of business at Av. Julius Nyerere, Nr. 495, Maputo, Mozambique (hereinafter called "**Secured Party**") a security interest in, and mortgages to Secured Party, the following described property and interests in property of Debtor (hereinafter called the "**Collateral**"):

Harbour Equity Partners, LLC. Account Held at Citibank, N.A. , which has cash and cash equivalents in the amount of Nineteen Million Dollars (US \$19,000,000.00)

to secure payment of the following obligations of Debtor to Secured Party (all hereinafter called the "**Obligations**"):

(i) All obligations and liabilities of Debtor to Secured Party (including without limitation all debts, claims and indebtedness) whether primary, secondary, direct, contingent, fixed or otherwise, heretofore, now and/or from time to time hereafter owing, due or payable, however evidenced, created, incurred, acquired or owing and however arising, or by oral agreement or operation of law or otherwise.

2. Warranties and Covenants of Debtor. Debtor warrants and covenants that:

(a) Except for the security interest granted hereby and the security interest granted to Barclays Bank Mozambique ("**Secured Party**"), Debtor is the owner of the Collateral free from any adverse lien, security interest or encumbrance; and Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein.

(b) No Financing Statement covering any of the Collateral or any proceeds thereof is on file in any public office, except in favor of Barclays Bank Mozambique. The Debtor shall immediately notify the Secured Party in writing of any change in name, address, identity or corporate structure from that shown in this Agreement and shall also upon demand furnish to the Secured Party such further information and shall execute and deliver to Secured Party such financing statements and other documents in form satisfactory to Secured Party and shall do all such acts and things as Secured Party may at any time or from time to time reasonably request or as may be necessary or appropriate to establish and maintain a perfected security interest in the Collateral as security for the Obligations, subject to no adverse liens or encumbrances; and Debtor will pay the cost of filing the same or filing or recording this agreement in all public offices wherever filing or recording is deemed by Secured Party to be necessary or desirable. A carbon, photographic or other reproduction of this agreement is sufficient as a financing statement.

(c) Debtor will not sell or offer to sell, assign, pledge, lease or otherwise transfer or encumber the Collateral or any interest therein, without the prior written consent of Secured Party.

(d) Debtor will keep the Collateral free from any adverse lien, security interest or encumbrance, shall not waste or destroy the Collateral or any part thereof, and shall not use the Collateral in violation of any statute, ordinance or policy of insurance thereon.

(f) Debtor will pay promptly when due all taxes and assessments upon the Collateral or for its use or operation or upon this Agreement or upon any note or notes evidencing the Obligations, if any.

3. Additional Rights of Parties. At its option, Secured Party may discharge taxes, liens or security interests or other encumbrances at any time levied or placed on the Collateral, may place and pay for insurance on the Collateral upon failure by the Debtor, after having been requested to do so, to provide insurance satisfactory to the Secured Party, and may pay for the maintenance, repair, and preservation of the Collateral. To the extent permitted by applicable law, Debtor agrees to reimburse Secured Party on demand for any payment made, or any expense incurred by Secured Party pursuant to the foregoing authorization. Until default Debtor may have possession of the Collateral and use it in any lawful manner not inconsistent with this agreement and not inconsistent with any policy of insurance thereon.

4. Events of Default. Debtor shall be in default under this agreement upon the occurrence of ALL of the following events or conditions, namely:

- a. Written demand by Secured Party to the Debtor of a deficiency;
- b. Proforma Commercial invoice dated _____ from Secured Party's client, Seguritec LDA (Hereinafter "Seguritec"), to Debtor;
- c. Airway bill indicating delivery of 500 kilos of gold dory bars to Garfield Refinery, or any other Refinery as Debtor may direct, by Seguritec on behalf of Buyer with Buyer as consignee;
- d. Assay Report from Garfield Refinery, or any other refinery as Debtor may direct, indicating receipt of and successful assay of minimum of weight 500 kilo gold dore bars of minimum 92.32% quality and 22.19 karats;
- e. Written acceptance of Assay from Seguritec and Debtor;

Upon receipt of these documents, Debtor has 72 hours to prove that:

- a. it has completed its obligations of paying Seguritec, by sending Secured Party written confirmation of such payment, examples of which include, but are not limited to: a wire transfer confirmation; a letter from the bank officer from the bank in which the wire was ordered; or a federal reference number; or
- b. it was relieved of this obligation of any potential deficiency because it can prove that Seguritec violated the terms of the contract between it and Debtor dated October 20, 2010.

5. Remedies. UPON DEFAULT AND AT ANY TIME THEREAFTER, SECURED PARTY MAY DECLARE ALL OBLIGATIONS SECURED HEREBY IMMEDIATELY DUE AND PAYABLE AND SHALL HAVE THE REMEDIES OF A SECURED PARTY UNDER THE UNIFORM COMMERCIAL CODE OF NEW YORK, including without limitation the right to take immediate and exclusive possession of the Collateral pursuant to the Control Agreement, executed between Secured Party, Debtor and Citibank, NA. the Securities Intermediary, dated November

3, 2010. This Control Agreement is hereby made a part of this Security Agreement and is annexed hereto as Exhibit "A". This remedy can ONLY be enforced if the Secured Party presents the above documents itemized in paragraph AND the Debtor cannot prove that it has paid Securitec within 72 hours of receipt of these documents, AND Debtor cannot prove that Securitec violated the terms of the contract.

The remedies of the Secured Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein or under the Uniform Commercial Code of New York shall not be construed as a waiver of any of the other remedies of the Secured Party so long as any part of the Debtor's Obligation remains unsatisfied.

6. General. No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; and all obligations of Debtor shall bind its successors or assigns. If there be more than one Debtor, their obligations hereunder shall be joint and several. This agreement shall become effective when it is signed by Debtor.

All rights of the Secured Party in, to and under this agreement and in and to the Collateral shall pass to and may be exercised by any assignee thereof. The Debtor agrees that if the Secured Party gives notice to the Debtor of an assignment of said rights, upon such notice the liability of the Debtor to the assignee shall be immediate and absolute. The Debtor will not set up any claim against the Secured Party as a defense, counterclaim or set-off to any action brought by any such assignee for the unpaid balance owed hereunder or for the possession of the Collateral, provided that Debtor shall not waive hereby any right of action to the extent that waiver thereof is expressly made unenforceable under applicable law.

If any provision of this agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this agreement.

Secured Party:

Debtor:

Harbour Equity Partners, LLC.

By: _____
Mr.

By: _____

Its: Bank Officer

Its: Chief Executive Officer

tel :

tel: (631) 757-9700

ASSIGNMENT

FOR VALUE RECEIVED, the Secured Party sells, assigns and transfers to _____, its successors and assigns with recourse, all right, title and interest in, to and under the foregoing agreement and in and to the Collateral therein described, with authority to take either in its own name or in the name of the Secured Party, but for its own benefit, all such proceedings, legal or equitable, as the Secured Party might have taken but for this assignment.

The Secured Party warrants that the foregoing agreement represents a valid security agreement as provided under the laws of the State of _____.

* _____

By: _____

Its: