



CUSTOMER No.

2012459

CODE

## Pledge Agreement and Declaration of Assignment

1. The undersigned (hereinafter called the "Pledger") hereby pledge(s) to the Deutsche Bank (Suisse) SA (hereinafter called the "Bank") all its/their assets and all rights which are now or may in future be deposited with the Bank or which are in possession of the Bank, including all investment rights which are not evidenced by certificates, in particular securities whose confirmation by document has been postponed, and which are now or may later be managed for its/their account by the Bank or by third parties acting in the name of the latter, together with its/their rights on and claims against the Bank. Insofar as the Bank has assets and rights held in safe custody in Switzerland and abroad in its own name but for the Pledger's account, the Pledger also pledges to the Bank all rights, in particular the right of restitution, as well as all rights of co-ownership of joint deposits in Switzerland and abroad. Non-bearer securities are hereby assigned to the Bank by way of pledge pursuant to Section 901(2) of the Swiss Civil Code (hereinafter called "SCG"). In the event of realization in favour of the Bank, such assignment shall be deemed a blank assignment.
2. The present pledge and assignment shall further cover all rights presently or in future due in respect of the aforementioned assets and rights (such as interest, dividends, coupons, option rights, etc.).
3. Where mortgage titles, authorization or presentation certificates, merchandise inventories and other movable property or securities issued in respect of goods are hereby pledged, the Pledger shall take out the customary insurance cover for the pledged objects, or the real property, immovables, movables, and other objects or goods represented by the same. The Pledger hereby assigns to the Bank, for collateral purposes, all insurance claims and other claims for compensation (including compensation for expropriation) under private or public law accruing to it in respect of the above-mentioned assets. It authorizes the Bank to issue all notices necessary in this connection, to accept the above-mentioned compensation on its behalf and to give a legally valid receipt therefore.
4. The pledged assets as well as the pledged and assigned claims and other rights (hereinafter called the "sureties") serve as guaranty for the Bank for all its present and future claims against the Pledger and/or against

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(name and address, hereinafter called the "Debtor")

by way of principal, interest, commissions, costs of proceedings and enforcement, together with all other related costs or costs pertaining to the realization of the sureties.

The sureties given to one establishment of the Bank (head office/branch) also constitute collateral in respect of the claims of its other establishments.

5. Inasmuch as their nature so allows, the sureties shall be kept and managed in accordance with the Bank's deposit regulations. In addition, it is the duty of the Pledger to take such measures as are necessary to safeguard the sureties hereby furnished.

However, the Bank is entitled, though not obliged, at its sole discretion, to take such measures itself but at the expense and at the risk of the Pledger. In particular, the Bank is entitled, in Switzerland and abroad, to undertake all actions and to make all declarations which are necessary for establishing, maintaining and/or realizing sureties. Moreover, the Bank may at any time take sureties lodged with third parties into its own custody, recall and collect sureties and, in the case of mortgage deeds, exercise such rights (sections 806, 808 et seq, 822, 832 et seq, 852 of the SCC, etc.) as pertain to the mortgage creditor.

6. Where securities, investment rights not evidenced by certificates or other claims which are subject to redemption, drawing by lots, repayment by instalment or another arrangement are pledged, it is exclusively the duty of the Pledger to make all the necessary arrangements to maintain and/or to realize them. The Bank is nevertheless authorized to make such arrangements itself if it deems that to be necessary to protect the Pledger's interests.

7. If the Bank, at its sole discretion, deems the sureties to be no longer commensurate with its claims, it may at any time demand of the debtor additional collateral of its choice or due satisfaction of its claims. A demand to this effect will be made in writing or by any method of telecommunications.

If the debtor fails to comply with the demand within the time limit set by the Bank or if the debtor is in delay in meeting one of its obligations, all the claims of the Bank, including any deriving from a contract expressly providing for a different term for payment, shall become due and payable in respect of principal, interest, commissions, costs, etc. In such an eventuality, the Bank may either immediately realize by private arrangement sureties of its own choice, with no liability whatsoever on its part and without observing the formalities stipulated in the Federal Law on Collection Proceedings and Bankruptcy (hereinafter called "LCPB"), or those applicable at the place of realization in a foreign country; or it may initiate proceedings for realization of sureties or for bankruptcy, whether the surety is for real or movable property.

8. If the Pledger and the debtor are not identical, the Bank reserves the right to defer realization of any collateral put up by the debtor or by other third parties or to recover claims assigned by way of guarantee until after the completion of the procedure for disposal by private arrangement without resorting to the LCPB procedure or the compulsory enforcement procedure indicated above.

If the debtor is subject to proceedings in respect of bankruptcy, composition (through the court or out of court) or sequestration, the Bank shall be entitled, at its sole discretion, to realize the sureties given immediately by private arrangement without resorting to the LCPB procedure or by enforced sale up to the amount of its claims.

Where there are several claims, the Bank may, at its sole discretion, decide against which claims sureties or the proceeds of their realization shall be set off.

9. The Pledger undertakes, where necessary, to cooperate in the transfer of sureties to a new purchaser and to carry out, upon first request, all formalities and legal actions required by the Bank in this respect.
10. The present pledge agreement is concluded in addition to and independently of existing or future sureties and shall remain in force until the Bank's claims have been met in full.
11. The Bank may not be held liable for failure to make use of all or any of the rights to which it is entitled under this pledge agreement. The Pledger hereby declares that it waives any right of protest or objection in this connection.
12. The powers herein conferred on the Bank shall not lapse in the event of the legal incapacity or bankruptcy of the Pledger, or of its whereabouts being declared unknown, or of its death, or of any other cause stipulated in Articles 35 and 405 of the Swiss Code of Obligations.
13. **The furnishing of the pledge and the assignment, as well as all legal relationships between the Pledger and the Bank, shall be governed by Swiss law. The place of performance, the legal venue for prosecution of Pledgers domiciled abroad and the exclusive place of jurisdiction for all legal proceedings shall be the location of the Bank establishment (head office/branch) holding the claim guaranteed by the present agreement. For this purpose, the Pledger elects domicile at the head office or branch in question. However, the Bank reserves the right to institute legal proceedings against the Pledger in the competent court at its domicile or in any other competent court. The General Business Conditions and the Deposit Regulations of the Bank shall also apply, especially in respect of applicable law and place of jurisdiction.**

Place: LONDON Date: 27 JUNE '07

The Pledger  
(Company name): COOMBER GROUP INC.

Signatories  
(Surname, first name):

Signature:

1. SHARIF, HUSSAIN
2. SAFDAR, MARIAM
3. \_\_\_\_\_
4. \_\_\_\_\_

  
