



EUGENE "GENE" MOORE
BRIDGEVIEW OFFICE

PLEDGE AND SECURITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that MAHMOUD ABUROMMAN and ROSA VIGIL, jointly and severally ("Pledgor") of Cook County, Illinois in consideration of Ten and no/100 ----- (\$10.00) DOLLARS and other good & valuable consideration paid by him to ABDELRAHMAN ABUROMMAN, (The "Secured Party"), the receipt whereof is hereby acknowledged, does hereby assign, transfer and pledge to the Secured Party and does hereby grant the Secured Party a security interest in the inventory, equipment and fixtures located at 1944-46 W. 95th Street, Chicago, IL (hereinafter referred to as the "Pledged Securities" or "Collateral").

This Agreement is made as, and the pledged securities shall at all times constitute, part collateral for the payment in full of all principal of the Promissory Note in the principal amount of \$60,000.00 dated the date hereof and made payable by Mahmoud Aburomman and Rosa Vigil jointly and severally to the Secured Party (said Note being hereinafter referred to as the "Note") and performance thereunder guaranteed by and as collateral, for the payment of all expenses and charges, legal or otherwise, paid or incurred indebtedness hereby secured.

In addition to the foregoing, this Agreement is made on and subject to the following terms and conditions:

- (a) If an event of default as hereinafter specified or an event as herein after specified which, with notice or lapse of time or both, would become such an event of default has occurred and is continuing and the period in which to cure, if any; has passed, the Secured Party may, in addition to all other rights and remedies he may have, cause to be transferred to his name or into the name of his nominee, or nominees any and all of the Pledged Securities.
- (b) Pledgor and each of them represents, warrants and agrees to and with the Secured Party that (i) each is the owner of all of the pledge securities deposited by him hereunder; and (ii) the Pledged Securities are free and clear of all liens, encumbrances and security interests.
- (c) Pledgor hereby warrants and covenants that;
- (i) The Pledgor shall immediately notify the Secured Party in writing of any change in address from that shown in this Agreement and shall also upon demand furnish to the Secured Party such further information and shall executed and deliver to Secured Party such 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 to appropriate to establish and maintain a perfected security interest in the Collateral as security for the Obligation, subject to no adverse liens or encumbrances; and Pledgor will pay the costs of filing the same if filing or recording is deemed by Secured Party to be necessary or desirable.
- (ii) Pledgor 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 nor shall the Pledgor issue additional stock without the written permission of the secured party.
- (d) Unless and until an event of default as hereinafter specified or an event as hereinafter specified which, with notice or lapse of time or both, would become such an event of default has occurred and is continuing.

(e) If an event of default specified below or an event specified below, which with notice lapse of time or both, would become such an event of default has occurred and is continuing, in addition to all other rights and remedies which the secured party may have and without limiting any of the provisions hereof, the rights of the Pledgor in respect of the Collateral set forth in Paragraph (e) hereof shall immediately vest in the Secured Party.

(f) The term "event of default" for the purpose hereof shall mean any one or more of the following (whenever a period of time is given to cure a default, if the default is not a default under subparagraphs (i) (a) or (i) (b) of this Paragraph (g), and the default is beyond the reasonable control of the Pledgor, as long as

(i) Default (a) for a period of five (5) days in the payment of any installment of principal of the Note; (b) any default in the payment and/or performance of a certain Note, a copy of which is attached hereto; and (c) default for period of fifteen (15) days in the performance of any other obligations under the Agreement.

(ii) Pledgor becomes insolvent or bankrupt or admits in writing his inability to pay his debts as they mature, or makes an assignment for the benefit of creditors or applies or consents to the appointment of a trustee or receiver for any part of his property; or

(iii) A trustee or receiver is appointed for the Pledgor or any part of his property and is not discharged within 30 days after such appointment; or

(iv) Bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings, or other proceedings for relief under any bankruptcy law or similar law for the relief of debtors, are instituted by or against Pledgor and if instituted against Pledgor, are consented to or are not dismissed within 30 days after such institution.

(v) (a) any warranty, representation, or other statement made or furnished to Secured Party by or on behalf of Pledgor proving to have been false in any material respect when made or furnished; (b) Loss, theft, substantial damage, destruction, sale, or encumbrance to or of any of the Collateral, or the making of any levy, seizure or attachment thereof or thereon.

(g) when any such event of default above specified has happened and is continuing, the Secured Party shall have in addition to the rights provided for in Paragraph (b) hereof, the rights, options and remedies of a Secured Party and Pledgor shall have the duties of debtors, under the Uniform Commercial Code of Illinois (regardless of whether such Code or a law similar thereto has been enacted in the jurisdiction wherein the rights or remedies are asserted). The remedies of the Secured Party hereunder are cumulative and the exercise of any one remedy provided for herein or under the Uniform Commercial Code of Illinois shall not be construed as a waiver of any of the other remedies of the Secured Party so long as any part of the Pledgor's obligation remains unsatisfied.

(h) No delay or omission of the Secured Party to exercise any right or power arising from any default on the part of Pledgor shall exhaust or impair any such right or power or prevent its exercise during the continuance of such default. No waiver by the Secured Party of any such default, whether such waiver be full or partial, shall extend to or be taken to affect any subsequent default, any other default or of the same default.

(i) The Pledgor will do, execute, acknowledge, and deliver all and every further acts, deeds, conveyances, transfers and assurances necessary or proper for the better assuring, conveying, assigning and confirming of the security interest of the Secured Party in the Collateral. Without limiting the foregoing Pledgor covenants and agrees that it will cause this Agreement and all agreements supplemental hereto and all financing statements, continuation statements, renewal affidavits and notices required by applicable law, at all times to be kept recorded and filed at his own expense in such manner and in such places as may be required by law in order fully to preserve and protect the perfection and priority of the security interest therein granted and the rights of the Secured Party hereunder.

(j) All communications provided for herein shall be in writing and shall be deemed to have been given (unless otherwise required by the specific provision hereof) in respect of any matter when delivered personally or when deposited in the United States mail, certified, return receipt requested, postage prepaid, addressed as follows:

IF TO PLEDGOR:

Mahmoud Aburomman
Rosa Vigil
1944-46 W. 95th Street
Chicago, Illinois 60643

IF TO SECURED PARTY:

C/O Vivian R. Khalaf
6000 W. 79th Street, Suite 200
Burbank, IL 60459



or as Pledgor or the Secured Party may designate.

(k) This Agreement may not be amended or changed except in writing signed by Pledgor and the Secured Party.

(l) This Agreement and all rights of Secured Party hereunder shall inure to the benefit of his heirs, personal representative, executors and assigns; and all obligations of ABDELRAHMAN ABUROMMAN shall bind their successors or assigns. This Agreement shall become effective when it is signed by ABDELRAHMAN ABUROMMAN. All rights of the Secured Party in, to and under this agreement and in and to Collateral, shall pass to and may be exercised by any assignee thereof. Pledgor agrees that if Secured Party gives notice to Pledgor of an assignment of said rights, upon such notice the liability of Pledgor to the assignee shall be immediate and absolute. Pledgor 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 forth unpaid balance owed hereunder or for possession of the collateral, provided that Pledgor shall not waive hereby any rights of action to the extent that waiver thereof is expressly made unenforceable under applicable law.

(m) The terms and conditions contained herein shall, unless the context otherwise requires, have the

meanings and be construed as provided in the Uniform Commercial Code of Illinois.

IN WITNESS WHEREOF, Pledgor and Secured Party have caused this agreement to be executed this 25TH DAY OF MARCH, 1999.

Mahmoud Abu-romman
PLEDGOR

Roa S. Kif
PLEDGOR

[Signature]
SECURED PARTY

State of Illinois)
)SS.
County of Cook)

SUBSCRIBED and SWORN to before me this 25th day of March, 1999

Ross A. Khalaf
Notary Public

