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SECURITY AGREEMENT

Non-Consumer (General)

The undersigned, AVICENNA ACADEMY, INC., an Indiana non-profit corporation ("Debtor") grants to AHMAD HASHEM d/b/a UNITED TRADING COMPANY ("Secured Party") a security interest in the following described property, together with all additions, accessions, accessories and replacements (all called the "Collateral"), and in the proceeds thereof to secure the payment of a debt in the total principal amount of \$80,000.00, which has been guaranteed by Debtor, and also to secure any and all liabilities, direct or indirect, absolute or contingent, now existing or hereafter arising from Debtor to Secured Party (all called the "Obligation"), all of which Debtor promises to pay with murabaha as provided in any instrument evidencing an obligation, or if there is no other provision for interest, then with interest at the rate of 10% annually before maturity, all without relief from valuation and appraisal laws and with reasonable attorneys' fees and all costs of collection.

Debtor waives as against the Secured Party all claims and defenses, now or hereafter existing, of Debtor against the seller of the Collateral.

I. Debtor's Representations and Warranties. Debtor represents, warrants and covenants that:

A. Address. Debtor's principal place of business is:

9803 Colorado Street, Crown Point, Indiana

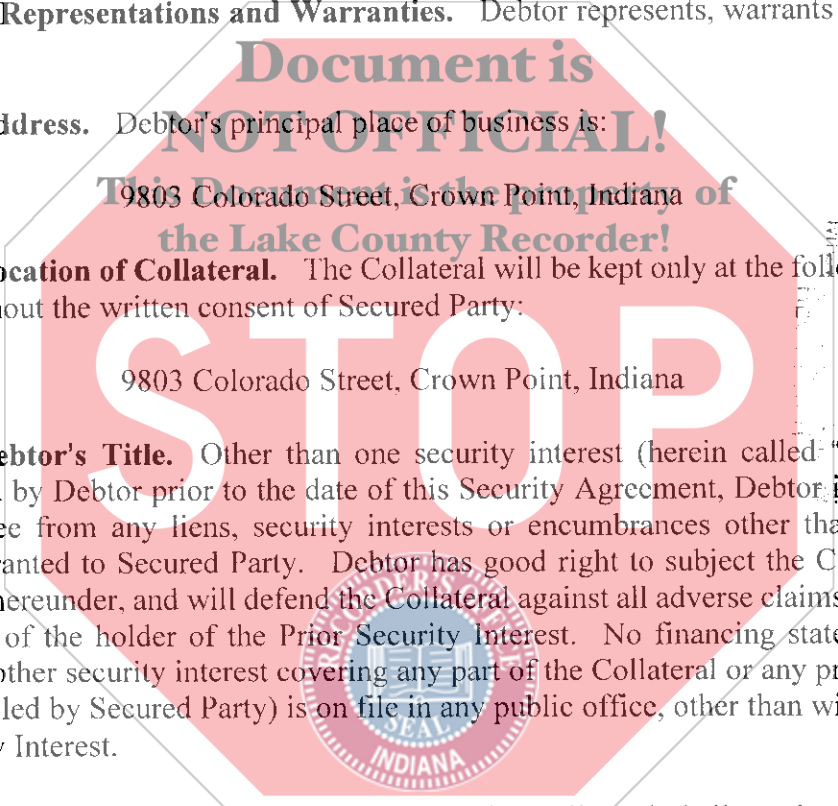
B. Location of Collateral. The Collateral will be kept only at the following location and no other without the written consent of Secured Party:

9803 Colorado Street, Crown Point, Indiana

C. Debtor's Title. Other than one security interest (herein called "Prior Security Interest") granted by Debtor prior to the date of this Security Agreement, Debtor is the owner of the Collateral free from any liens, security interests or encumbrances other than the security interest herein granted to Secured Party. Debtor has good right to subject the Collateral to the security interest hereunder, and will defend the Collateral against all adverse claims and demands, other than those of the holder of the Prior Security Interest. No financing statement or other evidence of any other security interest covering any part of the Collateral or any proceeds thereof (other than any filed by Secured Party) is on file in any public office, other than with reference to the Prior Security Interest.

D. Status of Collateral as a Fixture. The Collateral shall not be affixed to real estate unless a description of the real estate, its address and the name and address of any Owner other than Debtor, are inserted here:

AMOUNT \$ 26⁰⁰
CASH _____ CHARGE _____
CHECK # 7005
OVERAGE _____
COPY _____
NON-COM
CLERK Ror



2011
MAY 11
2:26:45 PM

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MAY 11
PM 1:55

Part of the North 327.50 feet of the South 1975.00 feet of the West half of the Southwest quarter of Section 36, Township 35 North, Range 8 West of the Second Principal Meridian, Lake County, Indiana, more particularly described as follows: Commencing at the Southwest corner of said Section 36; thence North 00 degrees 13 minutes 10 seconds West a distance of 1,647.55 feet to the South line of the said North 327.50 feet; thence South 89 degrees 46 minutes 56 seconds parallel with the South line of said Section 36, a distance of 572.45 feet to the point of beginning; thence North 00 degrees 10 minutes 08 seconds West a distance of 12.82 feet; thence North 47 degrees 35 minutes 03 seconds East, 18.98 feet; thence North 00 degrees 10 minutes 08 seconds West a distance of 68.60 feet; thence North 89 degrees 49 minutes 52 seconds East a distance of 227.20 feet; thence South 00 degrees 10 minutes 08 seconds East a distance of 95.80 feet to a point on the South line of the said North 327.50 feet; thence North 89 degrees 46 minutes 56 seconds West parallel with the South line of said Section 36, a distance of 241.26 feet to the point of beginning, containing 21,864 square feet, 0.502 acres more or less.

Parcel No.: 45-12-36-301-010.000-030 (includes this and other property)

Commonly known as 9803 Colorado Street, Crown Point, Indiana.

E. Transfer of Collateral. Other than the sale of inventory in the ordinary course of business, Debtor shall not sell, assign, transfer, encumber or otherwise dispose of the Collateral or any interest therein without the prior written consent of Secured Party. If any encumbrance is imposed under the Collateral by operation of law, Debtor shall give Secured Party immediate written notice of this fact.

F. Use of Collateral. The Collateral shall be used only for the following purposes:
in the conduct of a educational facility.

Debtor shall not hereafter change this use without Secured Party's prior written consent.

G. Preservation of Perfected Security Interest. Debtor shall immediately notify Secured Party in writing of any change of address from that shown in this Agreement. Debtor will do such acts as Secured Party reasonably may request to establish and maintain in Secured Party a valid security interest in the Collateral, free of all other liens and claims, other than the Prior Security Interest. Debtor shall execute and deliver to Secured Party such financing and continuation statements, and amendments thereof or supplements thereto, and such other documents as Secured Party may from time to time require to perfect, preserve and protect the security interest granted herein. Debtor authorizes Secured Party to file financing and continuation statements, and amendments, and supplements thereto, relating to the Collateral signed only by Secured Party.

H. Insurance. Debtor shall keep the Collateral at all times insured against risk of loss or damage by fire, theft, and such other casualties as Secured Party may reasonably require, all in such amounts, under such forms of policies, upon such terms, for such periods and written by such companies as Secured Party may reasonably approve. Losses in all cases shall be payable to Secured Party and Debtor as their interest may appear. All policies of insurance shall provide for

at least ten (10) days' prior written notice of cancellation to Secured Party. Debtor shall furnish to Secured Party satisfactory evidence of such insurance coverage. Debtor appoints Secured Party as attorney in fact for Debtor in making, adjusting and settling claims under, and canceling such insurance and endorsing Debtor's name on, any drafts drawn by insurers of the Collateral.

I. Condition of Collateral. Debtor shall keep the Collateral in good repair, shall not permit the Collateral or any part thereof to be wasted or destroyed, and shall not use the Collateral or permit its use in violation of any applicable law, regulation or policy of insurance thereon. Debtor shall furnish to Secured Party such reports and other information concerning the Collateral as Secured Party reasonably may request from time to time. Secured Party may examine and inspect the Collateral and Debtor's records pertaining to the Collateral wherever located at any reasonable time or times.

J. Taxes and Assessments. Debtor shall pay promptly as they become due and payable, all taxes and assessments imposed upon the Collateral or for its use or operation or upon this Agreement.

II. Payment of Encumbrances; Possession. If Debtor shall not discharge taxes and other liens, security interests or encumbrances at any time levied or placed on the Collateral, or does not pay premiums for insurance on the Collateral, within 24 hours before any of such charges become delinquent, Secured Party may, at its discretion, pay such charges. Secured Party may also at its discretion, order and pay for the repair, maintenance and preservation of the Collateral and insure it. Upon demand Debtor shall reimburse Secured Party for any payment made or any expense incurred by Secured Party pursuant to the foregoing authorization, together with interest on the amount of such payment or expense from the date paid or incurred at the Delinquent Rate. Until default, Debtor shall be entitled to possession of the Collateral and may use it in any lawful manner not inconsistent with this Agreement.

III. Events of Default. Time is of the essence of this Agreement. The occurrence of any of the following shall constitute a default under this Agreement:

A. Nonpayment or nonperformance of any of the Obligations of Debtor or of any covenant under this Agreement.

B. Any warranty, representation or statement made or furnished to Secured Party by, or on behalf of, Debtor in connection with this Agreement or to induce Secured Party to make any loan, advancement or other extension of credit to Debtor which is untrue or misleading in any material respect as of the date when made or furnished.

C. Any substantial uninsured loss, theft, damage or destruction of the Collateral, or the making of any levy, seizure or attachment against it.

D. The death, dissolution or termination of existence of Debtor (except a technical dissolution which is cured within 30 days); or the insolvency or business failure of Debtor; or the admission of Debtor in writing of an inability to pay Debtor's debts as they become due; or the appointment of a receiver or trustee for any part of the property of Debtor; or an assignment for the

benefit of Debtor's creditors; or the commencement of any proceeding under any insolvency laws by or against Debtor or against any guarantor or surety for Debtor or any part of the Obligations; provided, however, this paragraph (D) shall not apply when bankruptcy proceedings are instituted by or against Debtor.

E. A material default by a lessee in the performance of any lease of the Collateral made by Debtor as lessor and assigned by Debtor to Secured Party to further secure Debtor's Obligations.

F. Default by Debtor in the payment of any indebtedness of Debtor for borrowed money other than any of the Obligations, or the acceleration of the maturity date of any such indebtedness of Debtor.

G. Default by Debtor in the full and timely discharge and satisfaction of all obligations and covenants of Debtor under the Prior Security Interest.

H. Secured Party's reasonably deeming any of the Obligations to be insecure for any other reason.

IV. Remedies Upon Default. Upon any default, Secured Party, at its option and without notice or demand, may declare all Obligations of Debtor secured hereby immediately to be due and payable, and shall have all the remedies of a secured party available under Indiana law, as well as all other applicable rights and remedies allowed by applicable law, regardless of whether such remedies are provided by the law of the jurisdiction where such rights are asserted and such remedies are sought. These remedies include, without limitation, the right to take possession of the Collateral, and for that purpose Secured Party may enter upon any premises on which the Collateral or any part of it may be situated and remove it. Secured Party may require Debtor to make the Collateral available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Unless the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market, Secured Party shall give Debtor at least ten (10) days' prior written notice of the time and place of any public sale thereof or of the time after which any private sale or any other intended disposition thereof is to be made. Expense of retaking, holding, preparing for sale, selling, and the like shall include Secured Party's reasonable attorneys' fees and legal expenses. All rights and remedies of Secured Party shall be subordinate and subject to the rights and remedies of the holder of the Prior Security Interest and all rights and remedies of Secured Party shall be cumulative to the full extent allowed by applicable law. Secured Party may exercise its rights to the Collateral without resorting to, or regard for, other collateral or other sources of security for any of the Obligations. No delay or omission on the part of Secured Party in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Secured Party of any right or remedy shall preclude other or further exercise thereof or of any other right or remedy.

V. Termination; Nonwaiver; Joint and Several Obligations. This Agreement and the security interest in the Collateral created hereby shall terminate when: (1) the Obligations have been fully satisfied and paid in full; and (2) after Debtor has requested and Secured Party agreed in writing that the Agreement be canceled and any financing statements terminated. No waiver by

Secured Party of any default shall be effective unless in writing, or operate as a waiver of any other default or of the same default on a future occasion. If there is more than one Debtor, their obligations hereunder shall be joint and several.

VI. Applicable Law. Should applicable law confer any rights or impose any duties inconsistent with, or in addition to, any of the provisions of this Agreement, the affected provisions of this Agreement shall be considered amended to conform to such law, but all other provisions hereof shall remain in full force and effect without modification. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana.

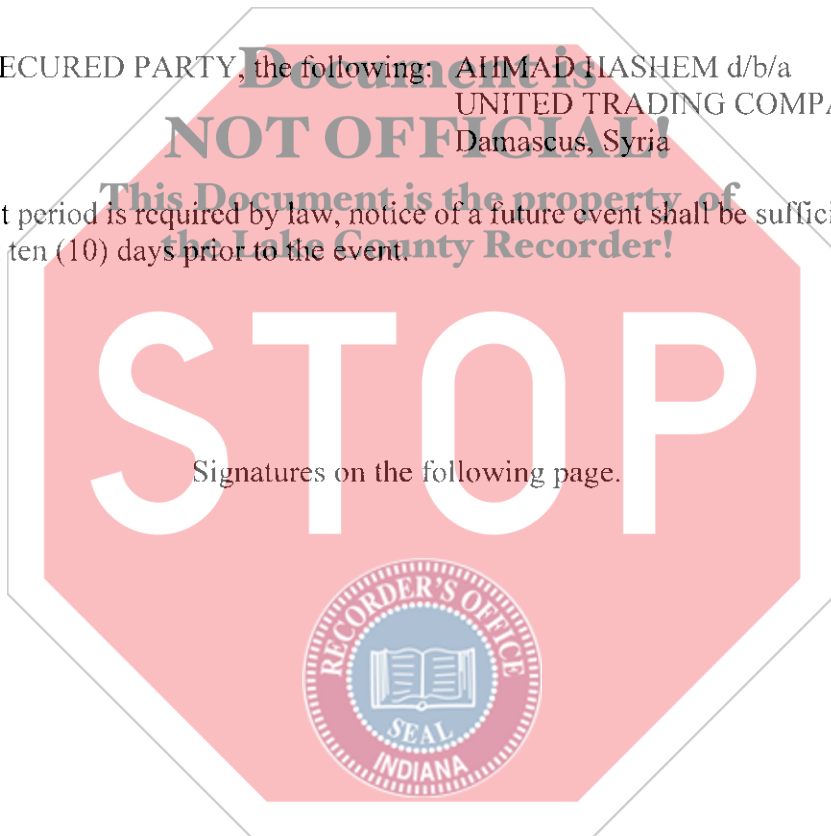
VII. Notices. Any notice required to be given by either party to the other under the provisions of this Agreement or under applicable law shall be sufficient if given either in person or by certified or registered mail, return receipt requested, addressed to the address indicated in this paragraph or to such other address as either party may have last specified by written notice to the other. These addresses are:

AS TO DEBTOR, the following: AVICENNA ACADEMY, INC.
9803 Colorado Street
Crown Point, Indiana

AS TO SECURED PARTY, the following: AHMAD HASHEM d/b/a
UNITED TRADING COMPANY
Damascus, Syria

Unless a different period is required by law, notice of a future event shall be sufficient if mailed or delivered at least ten (10) days prior to the event.

Signatures on the following page.



DEBTOR ACKNOWLEDGES RECEIPT OF A TRUE COPY OF THIS INSTRUMENT.

Executed this 16th day of March, 2011.

DEBTOR:

AVICENNA ACADEMY, INC.

By: _____
M. Hytham Rifai, Director

By: _____
Muhannad Alfghan, Director

By: _____
Ossama Salameh, Director

By: _____
Afzal Malik, Director

By: Dana Rifai
Dana Rifai, Director



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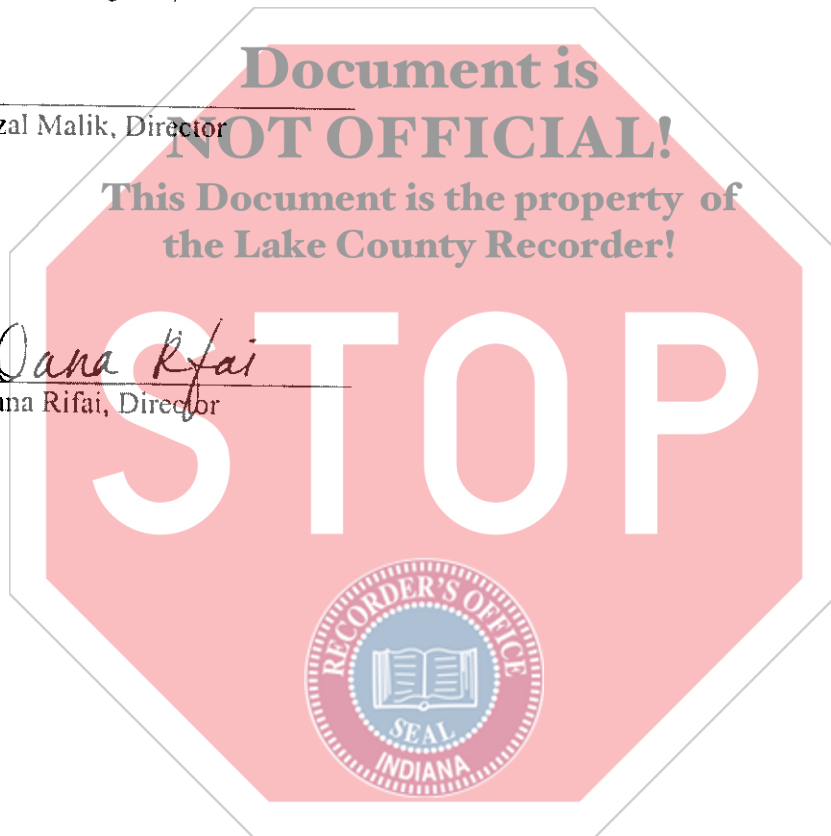
By: M. Hytham Rifai
M. Hytham Rifai, Director

By: _____
Muhannad Alfrhan, Director

By: Ossama Salameh
Ossama Salameh, Director

By: _____
Afzal Malik, Director

By: Dana Rifai
Dana Rifai, Director



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Ossama Salameh, Director

By: _____
Afzal Malik, Director

By: _____
Dana Rifai, Director

