Schedule A  
 PLEDGE AGREEMENT  
  
 This PLEDGE AGREEMENT (this "Agreement") dated as of November 1,  
2000 is made by and among Xxxxxx Xxxx ("Pledgor") with an address for notice  
purposes at 000 Xxxxxxxxxx Xx. Xxxxx Xxxxxx, XX 00000, in favor of Interiors,  
Inc., a Delaware corporation ("Secured Party") with an address for notice  
purposes at 000 Xxxxxxxxxx Xx., Xxxxx Xxxxxx, XX 00000.  
  
 R E C I T A L S  
  
 WHEREAS, Pledgor is the legal and beneficial owner of 2,455,000  
shares of Class B Common Stock, par value $.001 per share ("Class B Common  
Stock"), of Secured Party (the "Pledged Shares");  
  
 WHEREAS, Pledgor has granted a security interest in the Pledged  
Shares to Xxxxxx Xxxxxx to secure a $200,000 obligation of Pledgor and Pledgor's  
guaranty of a $2,000,000 promissory note of the Secured Party dated July 27,  
2000 (together, the "Xxxxxx Notes").  
  
 WHEREAS, Pledgor is currently indebted to Secured Party in the  
amount of $437,500, $1,606,500 and $460,000 under separate obligations ("Current  
Obligations") relating to the issuance of the Pledged Shares and, as of November  
1, 2000, there is $410,976.04 of accrued interest on the Current Obligations;  
  
 WHEREAS, Pledgor and Secured Party desire to consolidate all of the  
Current Obligations, including interest, into one definitive promissory note  
secured by all of the Pledged Shares;  
  
 WHEREAS, as of the date hereof, Pledgor has executed the  
Consolidated Promissory Note (the "Note"), in the aggregate principal amount of  
$2,504,000, plus $410,976.04 in accrued interest, in favor of Secured Party, and  
Pledgor has directly benefited and received consideration for the execution of  
the Note.  
  
 WHEREAS, Pledgor has previously granted a security interest in the  
Pledged Shares to Secured Party in order to secure the Notes, the parties hereto  
desire formalize the pledge of the Pledged Shares as security for the Notes.  
  
 AGREEMENT  
  
 NOW, THEREFORE, in consideration of the premises and to formalize  
the pledge of the Pledged Shares as security for the Notes, Pledgor hereby  
agrees as follows:  
  
  
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 SECTION 1. Pledge. Pledgor hereby pledges to Secured Party, and  
grants to Secured Party a security interest in, the following (the "Pledged  
Collateral"): (a) the Pledged Shares and the certificate(s) representing the  
Pledged Shares; (b) all dividends or other distributions on or in respect of the  
Pledged Shares; (c) all proceeds of any and all of the Pledged Shares; and (d)  
all shares of Class A Common Stock, par value $.001 per share, of Secured Party  
("Class A Common Stock") into which the Pledged Shares are convertible.  
  
 SECTION 2. Security for Obligations. Subject to Section 13 hereof,  
this Agreement secures the payment of all obligations of Pledgor now or  
hereafter existing under the Note and all obligations of Pledgor now or  
hereafter existing under this Agreement (collectively, the "Pledgor  
Obligations").  
  
 SECTION 3. Delivery of Pledged Collateral. Upon satisfaction of the  
Xxxxxx Notes, the Pledged Shares shall be delivered to and held by the Secretary  
of Secured Party pursuant hereto and shall be in suitable form for transfer,  
either duly endorsed in blank or accompanied by assignments or stock powers duly  
executed authorizing transfer thereof pursuant to the terms of this Agreement  
reasonably satisfactory to Secured Party. Upon satisfaction of the Xxxxxx Notes,  
all other certificates or instruments representing or evidencing the Pledged  
Collateral shall (in the case of the Pledged Shares delivered herewith, upon the  
execution hereof) be delivered to and held by the Secretary of Secured Party  
pursuant hereto and shall be in suitable form for transfer, either duly endorsed  
in blank or accompanied by assignments or stock powers duly executed authorizing  
transfer thereof pursuant to the terms of this Agreement reasonably satisfactory  
to Secured Party. Secured Party shall have the right, at any time after Pledgor  
shall have failed to fully perform or pay any of the Pledgor Obligations (a  
"Default") and such Default shall be continuing, to transfer to or to register  
in the name of Secured Party or any of its nominees any or all of the Pledged  
Collateral.  
  
 SECTION 4. Representations and Warranties. Pledgor represents and  
warrants to Secured Party as follows:  
  
 (a) Pledgor is the sole legal and beneficial owner of the Pledged  
Collateral, free and clear of any lien, security interest, option, charge or  
other encumbrance or claims except for the security interest created by this  
Agreement and to secure the Xxxxxx Note.  
  
 (b) This Agreement has been duly executed and delivered by Pledgor  
and constitutes a legal, valid and binding obligation of Pledgor, enforceable  
against Pledgor in accordance with its terms, except as enforceability may be  
limited by bankruptcy, insolvency, or other similar laws affecting the rights of  
creditors generally or by the application of general principles of equity.  
  
 (c) No authorization, approval, or other action by, and no notice to  
or filing with, any governmental authority or regulatory body is required either  
(i) for the  
  
  
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pledge by Pledgor of the Pledged Collateral pursuant to this Agreement or for  
the execution, delivery or performance of this Agreement by Pledgor, or (ii) for  
the exercise by Secured Party of the voting or other rights provided for in this  
Agreement or the remedies in respect of the Pledged Collateral pursuant to this  
Agreement (except as may be required in connection with the disposition of the  
Pledged Collateral by laws affecting the offering and sale of securities  
generally).  
  
 SECTION 5. Further Assurances. Pledgor agrees that, from time to  
time, at its expense, it will promptly execute and deliver all further  
instruments and documents and take all further action that may be necessary or  
desirable, or that Secured Party may request, in order to perfect and protect  
any security interest granted or purported to be granted hereby or to enable  
Secured Party to exercise and enforce the rights and remedies of Secured Party  
hereunder with respect to any Pledged Collateral or to carry out the provisions  
and purposes hereof.  
  
 SECTION 6. Voting Rights.  
  
 (a) So long as no Default shall have occurred and be  
continuing, Pledgor shall be entitled to exercise any and all voting and other  
consensual rights pertaining to the Pledged Collateral or any part thereof for  
any purpose not inconsistent with the terms of this Agreement.  
  
 (b) Upon the occurrence and during the continuance of a  
Default, all rights of Pledgor to exercise the voting and other consensual  
rights which it would otherwise be entitled to exercise pursuant to Section 6(a)  
shall cease, and all such rights shall thereupon become vested in Secured Party,  
which shall thereupon have the sole right to exercise such voting and other  
consensual rights.  
  
 (c) During the term of this Agreement, Pledgor shall have the  
right to convert the Pledged Shares into shares of Class A Common Stock.  
Pursuant to Section 1 hereof, any shares of Class A Common Stock issued upon  
conversion of the Pledged Shares shall remain subject to this Agreement.  
  
 SECTION 7. Transfers and Other Liens. Pledgor agrees that it will  
not (i) sell or otherwise dispose of, or grant any option with respect to, any  
of the Pledged Collateral owned by it, or (ii) create or permit to exist any  
lien or other encumbrance upon or with respect to any such Pledged Collateral,  
except with respect to the Xxxxxx Notes.  
  
 SECTION 8. Secured Party Appointed Attorney-in-Fact. Pledgor hereby  
appoints Secured Party as its attorney-in-fact, with full authority in the place  
and stead of Pledgor and in the name of Pledgor or otherwise, at any time, upon  
the occurrence and during the continuance of any Default, to take any action and  
to execute any instrument which Secured Party may deem necessary or advisable to  
accomplish the purposes of this Agreement.  
  
  
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 SECTION 9. Secured Party May Perform. If Pledgor fails to perform  
any agreement contained herein, Secured Party may itself perform, or cause  
performance of, such agreement.  
  
 SECTION 10. Remedies upon Default. If any Default shall have  
occurred and be continuing, Secured Party may exercise in respect of the Pledged  
Collateral, in addition to other rights and remedies provided for herein or  
otherwise available to it, all the rights of a secured party on default under  
the Delaware Uniform Commercial Code in effect at that time, and Secured Party  
may also sell the Pledged Collateral or any part thereof in accordance with the  
provisions thereof.  
  
 SECTION 11. Amendments, Etc. No amendment or waiver of any provision  
of this Agreement shall be effective unless the same shall be in writing and  
signed by Pledgor and Secured Party, and then such waiver or consent shall be  
effective only in the specific instance and for the specific purpose for which  
given.  
  
 SECTION 12. Notices. Any notice or other communication required or  
which may be given hereunder shall be in writing and shall be delivered to the  
address set forth in the first paragraph.  
  
 SECTION 13. Continuing Security Interest; Transfer of Notes. This  
Agreement shall create a continuing security interest in the Pledged Collateral  
and shall (i) remain in full force and effect until performance or payment in  
full of the Pledgor Obligations, (ii) be binding upon Pledgor, its successors  
and assigns, and (iii) inure, together with the rights and remedies of Secured  
Party hereunder, to the benefit of Secured Party and its successors, transferees  
and assigns (including assignees of the Notes or rights to payments thereunder).  
  
 SECTION 14. Reinstatement. This Agreement shall continue to be  
effective or be reinstated, as the case may be, if at any time any amount  
received by Secured Party in respect of the Pledgor Obligations is rescinded or  
must otherwise be restored or returned by Secured Party upon the insolvency,  
bankruptcy, dissolution, liquidation or reorganization of Pledgor or upon the  
appointment of any intervenor or conservator of, or trustee, receiver, manager  
or similar official for, Pledgor, all as though such payments had not been made.  
  
 SECTION 15. Governing Law; Terms. This Agreement shall be governed  
by and construed in accordance with, the internal laws (and not the law of  
conflicts) of the State of Delaware.  
  
  
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 IN WITNESS WHEREOF, Pledgor and Secured Party have executed, or  
caused this Agreement to be duly executed and delivered on its behalf, as of the  
date first above written.  
  
 PLEDGOR:  
  
 /s/ Xxxxxx Xxxx  
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 Xxxxxx Xxxx  
  
  
 SECURED PARTY:  
  
 INTERIORS, INC., a  
 Delaware corporation  
  
 By: /s/ Xxx Xxxx  
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 Name: Xxx Xxxx  
 Title: CEO  
  
  
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