

STOCK PLEDGE AGREEMENT

This Stock Pledge Agreement made as of the 1st day of June, 2005, by and between Patrick K. Yu, an individual residing at 33 East 38th Street, New York, New York 10016, as pledgor ("Pledgor") and Moklam Enterprises, Inc., a New York corporation with offices c/o Yuco Management, Inc., 295 Madison Avenue, 34th Floor, New York, New York 10017, as pledgee ("Pledgee").

W I T N E S S E T H

Whereby, Pledgor is the owner of shares of capital stock of Pledgee (all such shares of capital stock of Pledgee now or hereafter owned by Pledgor being herein called the "Pledged Shares"); and

Whereas, Pledgor is currently, or will hereafter become, indebted to Pledgee in the aggregate principal amount of six hundred thousand and 00/100 (\$600,000.00) dollars, which indebtedness is evidenced by a certain secured promissory note dated even date herewith, executed and delivered by Pledgor, as borrower, to Pledgee, as lender (the "Note"); and

Whereas, as a material inducement to and a condition of Pledgee's accepting the Note, Pledgor has agreed to pledge the Pledged Collateral (as hereinafter defined) to Pledgee as security for repayment of the Note according to its terms.

Now, therefore, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Pledge. Subject to all applicable restrictions, requirements and conditions contained in the certificate of incorporation, by-laws, Shareholders Agreement (as hereinafter defined) and other organizational documents of Pledgee, and as set forth in the certificate(s) evidencing the Pledged Shares, as collateral security for the due and punctual payment of the Note and all other amounts payable by the Pledgor under the Note and/or under this Agreement, Pledgor hereby irrevocably pledges, hypothecates, assigns, transfers and sets over unto Pledgee, and hereby grants to Pledgee, a first priority security interest in the following:

- (i) the Pledged Shares, the certificates and book entries representing the Pledged Shares, and all cash, securities, dividends and other property at any time and from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of the Pledged Shares; and
- (ii) all securities hereafter delivered to the Pledgee in substitution for or in addition to any of the foregoing, all certificates, book entries and instruments representing or evidencing such securities, and all cash, securities, interest, dividends and other property at any time and from time to time received, receivable or otherwise distributed in respect of or in exchange for any or all of such securities, certificates,

book entries and instruments (all such Pledged Shares, certificates, cash, securities, interest, dividends and other property being herein collectively called the "Pledged Collateral").

To have and to hold the Pledged Collateral, together with all rights, titles, interests, privileges and preferences appertaining or incidental thereto, unto Pledgee, its legal representatives, successors and assigns, forever, subject, however, to the terms, covenants and conditions hereinafter set forth.

2. Representations and Warranties. Pledgor hereby represents and warrants as follows:

- (a) The Pledged Shares constitute, and shall hereafter constitute, all of the shares of capital stock or other securities of Pledgee owned by Pledgor, beneficially and/or of record;
- (b) This Agreement constitutes the legal, valid and binding obligation of Pledgor enforceable against Pledgor in accordance with its terms.
- (c) Pledgor is the legal and equitable owner of the Pledged Shares free and clear of any and all liens, security interests, charges and encumbrances of every kind and nature, except solely as may otherwise be set forth in the certificate(s) evidencing the Pledged Shares, the organizational documents of Pledgee and that certain shareholders agreement dated as of January 1, 2000, as amended by agreement dated as of October 7, 2003, as such shareholders agreement may hereafter be further amended (such shareholders agreement, as so amended, is hereinafter referred to as the "Shareholders Agreement"); the Pledged Shares are duly authorized, validly issued, fully paid and non-assessable; and Pledgor has full and unencumbered legal title, and good, right and lawful authority, to pledge, assign and deliver the Pledged Shares in the manner hereby done or contemplated.
- (d) When any other Pledged Collateral is hereafter pledged hereunder in accordance with the provisions of Section 1 above: Pledgor will be the legal and equitable owner of such Pledged Collateral free and clear of any and all liens, security interests, charges, and encumbrances of every kind and nature (except as otherwise specifically set forth in subparagraph 2(c) above); each share of stock comprising such Pledged Collateral will have been duly authorized, validly issued and be fully paid and non-assessable; and Pledgor will have full and unencumbered legal title, and good and lawful authority, to pledge, assign and deliver such Pledged Collateral in the manner hereby contemplated.
- (e) No authorization, consent, approval, license, exemption of or filing or registration with any court or governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, is or will be necessary to the valid execution, delivery or performance by Pledgor of this Agreement and/or the Note, or the validity of the rights created hereunder or thereunder.

- (f) This Agreement creates a valid and perfected first priority security interest in and pledge of the Pledged Collateral, securing the payment of the Note, and all action required of Pledgor to perfect fully the security interest so constituted has been or will be taken and completed.

3. Voting and Sale Rights; Dividends, Etc.

Throughout the term of this Agreement:

- (a) Pledgor shall not be entitled to exercise any voting and/or consensual rights and powers relating or pertaining to the Pledged Collateral or any part thereof for any purpose. All such voting and other rights and powers relating to the Pledged Collateral shall be deemed assigned and transferred by Pledgor to Pledgee effective as of the date hereof and shall be vested in and exercisable by Pledgee at all times throughout the term of this Agreement.
- (b) Pledgor shall not be entitled to receive and retain any dividends, distributions and interest payable on or with respect to the Pledged Collateral, including, without limitation, any stock and/or liquidating dividends, distributions in property or returns of capital made on or in respect of the Pledged Collateral, whether resulting from a subdivision, combination or reclassification of the outstanding capital stock of the issuer thereof, or received in exchange for Pledged Collateral or any part thereof or as a result of any merger, consolidation, acquisition or other exchange of assets to which Pledgee may be a party, or otherwise, and any and all securities, cash and other property received in payment of the principal of or in redemption of or in exchange for any Pledged Collateral (whether at maturity, upon call for redemption or otherwise), and all such dividends, distributions and interest shall be and become part of the collateral pledged hereunder and, if received by Pledgor, shall forthwith be delivered to Pledgee or its designated agent (accompanied by proper instruments of assignment and/or stock and/or bond powers executed by Pledgor in accordance with Pledgee's instructions) to be held subject to the terms of this Agreement.
- (c) Pledgor shall promptly execute and deliver (or cause to be executed and delivered) to Pledgee all such stock powers, proxies, powers of attorney and other instruments as Pledgee may request for the purpose of enabling Pledgee to exercise the voting and/or consensual rights and powers attributable and/or appurtenant to the Pledged Collateral and/or to receive the dividends, distributions and/or interest payments which Pledgee is authorized to receive and retain pursuant to subparagraph (b) above.
- (d) Pledgor shall not have the right to sell, transfer or assign, directly or indirectly, all or any portion of the Pledged Collateral, or to enter into any contract or agreement with respect to the sale, transfer or assignment of all or any portion of the Pledged Collateral.

- (e) Notwithstanding the provisions of paragraph 1 and subparagraph 3 (b) above regarding cash dividends in respect of the Pledged Shares, provided and on condition that Pledgor shall not default under this Agreement or the Note, Pledgor shall be entitled to retain all cash dividends hereafter paid by Pledgee in respect of the Pledged Shares.

4. Events of Default. Each of the following events shall constitute an event of default hereunder ("Event of Default"):

- (a) A default under the Note shall have occurred; or
- (b) Any representation or warranty made by Pledgor in this Agreement or in any certificate, agreement, instrument or statement contemplated hereby or made or delivered pursuant hereto or in connection herewith or collateral hereto shall be incorrect or misleading; or
- (c) Pledgor shall fail to perform or observe any of the terms, covenants or agreements contained in this Agreement or the Note on Pledgor's part to be performed or observed within ten (10) days after receipt of notice from Pledgee in respect thereof, time being of the essence; or
- (d) Pledgor shall be adjudicated a bankrupt or insolvent, or admit in writing the Pledgor's inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or Pledgor shall apply for or consent to the appointment of any receiver, trustee, or similar officer for the Pledgor or for all or any substantial part of Pledgor's property and such application is not dismissed or discontinued within sixty (60) days; or such receiver, trustee or similar officer shall be appointed without the application or consent of Pledgor, as the case may be, and such appointment shall continue undischarged for a period of thirty (30) days; or Pledgor shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to Pledgor under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against the Pledgor and shall remain undischarged for a period of thirty (30) days; or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against the property of Pledgor and such judgment, writ or similar process shall not be released, vacated or fully bonded within sixty (60) days after its issue.

5. Remedies upon Default.

- (a) Except with respect to an Event of Default pursuant to Section 4(d) above, Pledgor shall have a period of fifteen (15) days from Pledgor's receipt of notice from Pledgee with respect to the occurrence of an Event of Default to cure same. If an Event of Default shall have occurred and not been timely cured as provided in the immediately preceding sentence, then in addition to exercising any rights and remedies of a

secured party under the Uniform Commercial Code in effect in the State of New York, Pledgee may, subject to all applicable restrictions and conditions contained in the certificate of incorporation, by-laws, Shareholders Agreement and other organizational documents of the Corporation and as set forth in the certificates evidencing the Pledged Shares, upon fifteen (15) days' prior written notice to Pledgor, sell the Pledged Collateral, or any part thereof, at any public or private sale, for cash, upon credit or for future delivery, as Pledgee shall deem appropriate; subject, however, to the provisions of the Shareholders Agreement. Pledgee shall be authorized at any such sale to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Pledged Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale, Pledgee shall have the right to assign and transfer to the purchaser or purchasers thereof the Pledged Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of Pledgor, and Pledgor hereby waives (to the fullest extent permitted by law) all rights of redemption, stay and/or appraisal which Pledgor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

- (b) Any public sale shall be held at such time or times within ordinary business hours, and at such place or places, as Pledgee may fix in the notice for such sale. At any sale, the Pledged Collateral, or any portion(s) thereof, may be sold in one lot as an entirety or in separate parcels, as Pledgee may (in its sole and absolute discretion) determine, and Pledgee may bid (which bid may be in whole or in part, in the form of cancellation of indebtedness) for and purchase for the account of the Pledgee the whole or any part of the Pledged Collateral. Pledgee shall not be obligated to make any sale of Pledged Collateral if Pledgee shall determine not to do so, regardless of the fact that a notice of sale of the Pledged Collateral may have been given. Pledgee may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case the sale of all or any part of the Pledged Collateral is made on credit or for future delivery, the Pledged Collateral so sold may be retained by Pledgee until the sale price is paid by the purchaser or purchasers thereof, but Pledgee shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Pledged Collateral so sold and, in case of any such failure, such Pledged Collateral may be sold again upon like notice. As any alternative to exercising the power of sale herein conferred upon it, Pledgee may (but shall not be obligated to) proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Pledged Collateral, or any portion thereof, upon and subject to the provisions of the Shareholders Agreement, pursuant to a judgment or decree of a court or court of competent jurisdiction.

- (c) Notwithstanding the foregoing or anything else to the contrary set forth herein or in any applicable law or statute, the parties hereby acknowledge and agree that the provisions of the Shareholders Agreement shall have priority in all instances and respects, and the provisions of the Shareholders Agreement shall govern and control the sale and transfer of the Pledged Shares pursuant to this Agreement in all instances and respects.

6. Application of Proceeds of Sale. The proceeds of sale of Pledged Collateral sold pursuant to Section 5 hereof shall be applied by Pledgee as follows:

First: to the payment of all of the costs and expenses of such sale, including, without limitation, all expenses of Pledgee and the fees and out-of-pocket expenses of counsel employed in connection therewith, and payment of all costs and expenses incurred by Pledgee in connection with the administration and enforcement of this Agreement and/or Pledgee's administration and ownership of the Pledged Collateral.

Second: to the payment or prepayment in full of the Note, in any order of priority and in the manner that the Pledgee shall determine, in Pledgee's sole and absolute discretion.

Third: the balance, if any, shall be paid to Pledgor. If the proceeds of sale are insufficient to satisfy the payments called for in paragraphs First and Second above, in full, Pledgor shall remain liable to Pledgee for any deficiency.

7. Reporting Requirements. So long as the Note or any other obligation of Pledgor to Pledgee shall remain unpaid, Pledgor will, unless Pledgee shall otherwise consent in writing, furnish to Pledgee:

- (a) as soon as possible and in any event within ten (10) days after the occurrence of each Event of Default, a statement setting forth the details of such Event of Default, and the actions which Pledgor proposes to take with respect thereto; and
- (b) such other information as Pledgee may reasonably request.

8. Exoneration, Indemnity. Neither Pledgee, nor any principal, officer, director, agent or employee of Pledgee, shall be liable to Pledgor for any action taken or omitted to be taken by it or them hereunder in connection herewith, except solely for its or their own gross negligence or willful misconduct; nor shall Pledgee be responsible for the validity, effectiveness or sufficiency hereof or of any document or security furnished pursuant hereto or in connection herewith. Pledgee shall be entitled to rely on any communication, instrument or document reasonably believed by Pledgee to be genuine and correct and to have been signed or sent by the proper person or persons. Pledgor agrees to indemnify and hold harmless Pledgee from and against any and all liability incurred by Pledgee hereunder or in connection herewith, unless such liability shall be due solely to the willful misconduct or gross negligence on the part of Pledgee.

9. The Pledgee Appointed Attorney-in-Fact. Pledgor hereby appoints Pledgee as Pledgor's attorney-in-fact for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument which Pledgor may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, Pledgee shall have the right and power to receive, endorse and collect all checks and other records for the payment of money made payable to Pledgor representing any dividend, interest payment or other distribution payable or distributable in respect of the Pledged Collateral or any part thereof and to apply same consistent with the provisions of this Agreement.

10. No Waiver: Cumulative Remedies. No failure on the part of Pledgee to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy by Pledgee preclude any other further exercise thereof or the exercise of any other right, power or remedy. All remedies hereunder are cumulative and are not exclusive of any other remedies provided by law.

11. Termination. This Agreement shall terminate when the Note has been fully paid and satisfied and all indebtedness secured hereby and all obligations of Pledgor hereunder have been fully paid and performed, at which time Pledgee shall redeliver (or cause to be redelivered) to Pledgor, or to such person or persons as Pledgor shall designate, against receipt, such of the Pledged Collateral (if any) as shall have been received by Pledgee and not sold or otherwise applied pursuant to the terms hereof and shall still be held by Pledgee hereunder, together with appropriate instruments of reassignment. Any such reassignment shall be without recourse upon or warranty or representation by Pledgee and at the sole cost and expense of Pledgor.

12. Notices. Except as otherwise expressly provided herein, all notices, requests, demands, documents and other communications given or due hereunder shall hereafter be made in writing and shall be deemed to have been duly given: (i) when delivered, if delivered by hand against receipt therefor, or (ii) three (3) business days after being deposited in the United States mail, if mailed, by registered or certified mail, return receipt requested, postage prepaid, or (iii) when delivered, upon delivery by a nationally recognized next business day courier, to each party's respective address set forth on the first page of this Agreement.

13. Further Assurances. Pledgor agrees to do such further acts and things, and to execute and deliver such additional conveyances, assignments, agreements and instruments, as Pledgee may at any time request in connection with the administration or enforcement of this Agreement or related to the Pledged Collateral or any part thereof, or in order better to assure and confirm unto Pledgee its, rights, powers and remedies hereunder. Pledgor hereby consents and agrees that the issuers of or obligors in respect of the Pledged Collateral or any registrar or transfer agent or trustees for any of the Pledged Collateral shall be entitled to accept the provisions hereof as conclusive evidence of the right of Pledgee to effect any transfer pursuant to Section 5 hereof, notwithstanding any other notice or direction to the contrary heretofore or hereafter given by the Pledgor or any other person to any of such issuers or obligors or to any such registrant or transfer agent or trustees.

14. Indemnification. Pledgor shall indemnify and hold harmless Pledgee from and against any and all claims, demands, suits, judgments, actions, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and Court costs) which Pledgee may incur or suffer or which may be asserted against Pledgee arising out of or in connection with a breach of any of the covenants, warranties or representations of the Pledgor herein.

15. Jurisdiction; Waiver of Jury. Any dispute arising out of this Agreement or the interpretation of this Agreement shall be resolved in accordance with the terms of this Section. Pledgor hereby irrevocably consents to the exclusive jurisdiction of the Courts of the State of New York and of any Federal Court located in such State in connection with any action or proceeding arising out of or relating to this Agreement and/or the Pledged Collateral. In the event of any litigation with respect to any matter in connection with this Agreement and/or the Pledged Collateral, the parties hereby waive all rights to a trial by jury, and Pledgor also hereby waives all rights of set-off, cross-claim and counterclaim of any nature.

16. Amendment; Severability. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof, and all prior agreements or understandings of the parties are merged herein. No provision of this Agreement shall be modified, altered, limited, waived, released or terminated except by written instrument executed by the party to be charged. If any term or provision of this Agreement shall be held to be incomplete, invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of all other terms hereof shall in no way be affected thereby.

17. Successors and Assigns. This Agreement shall be binding upon the heirs, legal representatives, successors and assigns of Pledgor and shall, together with the rights and remedies of Pledgee hereunder, inure to the benefit of Pledgee, and Pledgee's legal representatives, successors and assigns.

18. Interpretation. Notwithstanding any rule of law or custom to the contrary, no provision of this Agreement shall be construed or interpreted in favor of or against one party hereto merely by reason of such party having caused this Agreement to be prepared.

19. Legal Representation. The parties hereby acknowledge that this Agreement and the Note have been prepared by Kaufman Friedman Plotnicki & Grun, LLP, as counsel to Pledgee, and that Pledgor, as an attorney licensed to practice law in the State of New York, is representing himself in connection with this Agreement and the Note. Inasmuch as Kaufman Friedman Plotnicki & Grun, LLP currently provides legal services to Pledgor, Pledgee, and such parties' affiliates, Pledgor and Pledgee each hereby waives any potential conflict of interest which exists or may hereafter arise out of the representation of Pledgee by Kaufman Friedman Plotnicki & Grun, LLP in connection with this Agreement and the Note and all related matters.

20. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to the principles thereof relating to conflicts of laws.

21. Consent of Shareholders. Pursuant to the provisions of the Shareholders Agreement, this Agreement has been consented to by the holders of not less than fifty-one (51%) percent of the total number of outstanding shares of stock of the Corporation, as indicated below.

In witness whereof, the parties hereto have caused this Pledge Agreement to be executed as of the date first above written.

Witness:

Pledgor:



Patrick K. Yu

Pledgee:

Moklam Enterprises, Inc.

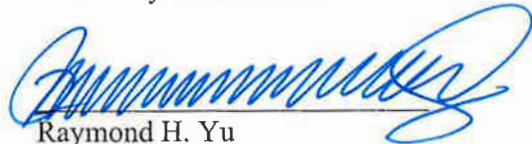
By:

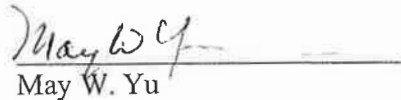


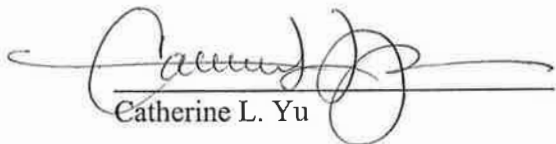
Name: Raymond H. Yu

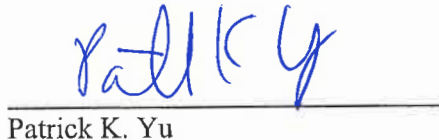
Title: President

The provisions of this Agreement are hereby consented to:


Raymond H. Yu


May W. Yu


Catherine L. Yu


Patrick K. Yu


Bong Y. Yu

State of New York)
 : ss.
County of New York)

On the 3rd day of JUNE in the year 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Patrick K. Yu, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

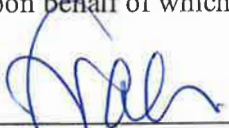


Signature and Office of individual
taking acknowledgment

EVA LAI
Notary Public, State of New York
NO. 01LA6119001
Qualified in Queens County
Commission Expires Nov. 22, 2008
State of New York)

: ss.
County of New York)

On the 3rd day of JUNE in the year 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Raymond H. Yu, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Signature and Office of individual
taking acknowledgment

EVA LAI
Notary Public, State of New York
NO. 01LA6119001
Qualified in Queens County
Commission Expires Nov. 22, 2008

State of New York)
 : ss.
County of New York)

On the 3rd day of JUNE in the year 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared May W. Yu, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Signature and Office of individual
taking acknowledgment
EVA LAI
Notary Public, State of New York
NO. 01LA6119001
Qualified In Queens County
Commission Expires Nov. 22, 2008

State of New York)
 : ss.
County of New York)

On the 3rd day of JUNE in the year 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Catherine L. Yu, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Signature and Office of individual
taking acknowledgment
EVA LAI
Notary Public, State of New York
NO. 01LA6119001
Qualified in Queens County
Commission Expires Nov. 22, 2008

State of New York)
 : ss.
County of New York)

On the 3rd day of JUNE in the year 2005, before me, the undersigned, a Notary Public in and for said State, personally appeared Bong Y. Yu, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Signature and Office of individual
taking acknowledgment

EVA LAI
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