

# EXHIBIT A

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
OF  
THE POINT 128, LLC**

This Limited Liability Company Operating Agreement of The Point 128, LLC (the "Company"), is entered into as of the        day of August, 2010, by and among each of the persons whose names are set forth on Exhibit "A" attached hereto, (such persons being referred to herein as the "Members").

WHEREAS, the Members have formed the Company by causing the Articles of Organization (the "Articles") conforming to the requirements of the New York Limited Liability Company Law (the "NYLLCL") to be filed in the office of the Secretary of State for the State of New York; and

WHEREAS, the Members desire to enter into this Limited Liability Company Operating Agreement (the "Agreement") in accordance with the provisions of the NYLLCL in order to set forth the rights and obligations of the Members.

NOW, THEREFORE, In consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**ARTICLE I: NAME, PURPOSE AND PRINCIPAL OFFICE OF COMPANY**

1.1. Agreement. The Members executing this Agreement hereby agree to the terms and conditions of this Agreement, as it may be amended from time to time. It is the express intention of the Members that this Agreement shall be the sole statement of agreement among them, and, except to the extent a provision of this Agreement expressly incorporates matters by express reference, this Agreement shall govern even when inconsistent with or different from the provisions of the NYLLCL or any other provision of law.

1.2. Name. The name of the Company is "The Point 128, LLC." The affairs of the Company shall be conducted under such name or such other name as the Members may, in their discretion, determine.

1.3. Principal Place of Business. The principal office of the Company shall initially be located at 136-40 39<sup>th</sup> Avenue, Suite 301, Flushing, New York 11354. The Members may change the location of the principal office of the Company at any time.

1.4. Registered Office and Agent. The initial address of the Company's registered office in New York is 136-40 39<sup>th</sup> Avenue, Suite 301, Flushing, New York 11354, County of Queens, and its initial agent at such address for service of process is Raymond Chan. The Members may change the registered office and agent for service of process as they from time to time may determine.

1.5. Purpose. The primary purpose of the Company is to purchase and develop the real estate located at 20-07 127<sup>th</sup> Street, College Point, New York 11356 (the "Property"), and upon completion of development, to market lease and sell the Property, either the Property as a whole

individual units in the Property piece meal, and to engage in any and all activities that are reasonably related thereto.

1.6. Powers. The Company shall have and may exercise all the powers and privileges to the fullest extent permitted by law as are necessary, appropriate or incidental to the conduct, promotion or attainment of the purpose of the Company, including, without limitation: (a) to purchase, sell, possess, transfer, or otherwise deal in, and to exercise all rights, powers, privileges and other incidents of ownership or possession of the Property; (b) to open, maintain and close bank accounts and to draw checks or other orders for the payment of moneys; (c) to enter into, perform and carry out contracts and agreements of every kind necessary or incidental to the accomplishment of the Company's purpose, and to take or omit to take such other or further action in connection with the Company's business as may be necessary or desirable to further the purpose of the Company; (d) to invest such funds as are temporarily not required for Company purposes in short-term high-grade investments, including money market accounts, short-term investment funds, government securities, certificates of deposit of commercial banks (domestic or foreign), commercial paper, bankers' acceptances and other money market instruments; and (e) to carry on any other activities necessary to, in connection with, or incidental to any of the foregoing.

## ARTICLE II: TERM AND TERMINATION OF THE COMPANY

2.1. Term. The term of the Company shall continue until terminated by operation of law or at the election of the Members. The last day of the term of the Company is referred to herein as the "Termination Date."

## ARTICLE III: INITIAL MEMBERS; CHANGES IN MEMBERSHIP

3.1. Name and Address. The persons listed on Exhibit "A" are hereby admitted as Members of the Company. Exhibit A shall be amended from time to time to reflect changes in the membership of the Company (including the admission of Additional Members). Any such amended Exhibit "A" shall supersede all prior Exhibit "A's" and become part of this Agreement and shall be kept on file at the principal office of the Company.

3.2. Admission of Additional Members. Individuals may be admitted to the Company as additional members ("Additional Members") on such terms and conditions as shall be determined by a majority of the Members, in their sole discretion. Each Additional Member shall be admitted only if he shall have executed this Agreement or an appropriate amendment to it in which he/she agrees to be bound by the terms and provisions of this Agreement as they may be modified by that amendment. Admission of a new Member shall not cause the dissolution of the Company.

### 3.3. Withdrawal of a Member.

(a) Except with the consent of a majority of the Members, the interest of a Member may not be withdrawn from the Company in whole or in part except in the event of the death or declaration of legal incompetency of such Member and in such event only if the election to withdraw is given by the personal representative or representatives of such Member in writing to the other Members within three (3) months after the date of the appointment of such personal representative or representatives, or within six (6) months from the date of death or declaration of legal incapacity of such Member,

whichever is earlier. In the event of such election to withdraw, the interest of such Member shall be withdrawn in its entirety and shall be valued as of the date of withdrawal pursuant to the provisions herein and paid for in the manner hereinafter provided by this paragraph. The Members shall be entitled, in their sole discretion, to make the distribution in respect of the interest of the withdrawing Member in cash, in kind or pursuant to a promissory note due upon termination of the Company, or in any combination thereof.

(b) In the event of the withdrawal of any Member pursuant hereto, the withdrawing Member shall be entitled to receive a sum equal to the Percentage Interests and Capital Accounts of the withdrawing Member times the then current fair market value of the total assets of the Company which shall be determined by a real estate appraisal conducted by an appraiser mutually appointed by the withdrawing Member and the Company. In the event the withdrawing Member and Company cannot agree on an appraiser, the withdrawing Member shall designate an appraiser of his/her choosing and the Company shall designate an appraiser of its choosing, and the two appraisers will then appoint a neutral appraiser to render the appraisal.

(c) The withdrawal of a Member shall not be cause for dissolution of the Company.

#### ARTICLE IV: MANAGEMENT, DUTIES AND RESTRICTIONS

4.1. Management. The Company has initially designated "GLOBAL VISION DEVELOPMENT, LLC," as its Managing Agent, which shall have the sole and exclusive control of the management and conduct of the affairs of the Company. The right, power and authority of the Managing Agent to carry on the affairs of the Company and to do any and all acts on behalf of the Company shall, subject to any specific limitations set forth in this Agreement include without limitation the following:

(a) To purchase, hold, sell or otherwise effect transactions related to assets of the Company.

(b) To incur indebtedness on behalf of the Company.

(c) To guarantee indebtedness on behalf of the Company.

(d) To loan money to any of the Members upon such terms and conditions as a majority of the Members may prescribe.

(e) To hold assets of the Company in the Company's name as may be determined from time to time by a majority of the Members, at such banks or depositories as shall be designated by a majority of the Members. All withdrawals therefrom or directions with respect thereto shall be made on the signature of the Managing Agent. Any banking transactions of Five Thousand (\$5,000.00) Dollars or greater, shall be made on the Signature of the Managing Agent and another designated Member.

(f) To provide management services and to enter into an agreement or agreements as the Managing Agent shall deem appropriate for the management of the Company

(g) Generally, to perform all acts deemed by the Managing Agent appropriate or incidental to the foregoing and to carry out the purposes and business of the Company.

4.2. Exculpation. The Managing Agent shall not be liable to the Members or the Company for honest mistakes of judgment, for action or inaction taken reasonably and in good faith for a purpose that was reasonably believed to be in the best interests of the Company, for losses due to such mistakes, action or inaction, or to the negligence, dishonesty or bad faith of any employee, broker or other agent of the Company, the Managing Agent provided that such employee, broker or agent was selected, engaged or retained and supervised with reasonable care, provided that this Paragraph 4.2 shall not extend to any action which constitutes fraud, willful misconduct or gross negligence. The Managing Agent may consult with counsel and accountants in respect of Company affairs and be fully protected and justified in any action or inaction that is taken in accordance with the advice or opinion of such counsel or accountants, provided that they shall have been selected with reasonable care. Notwithstanding any of the foregoing to the contrary, the provisions of this Paragraph 4.2 and of Paragraph 4.3 hereof shall not be construed so as to relieve (or attempt to relieve) any person of any liability by reason of recklessness or intentional wrongdoing or to the extent (but only to the extent) that such liability may not be waived, modified or limited under applicable law, but shall be construed so as to effectuate the provisions of this Paragraph 4.2 and of Paragraph 4.3 to the fullest extent permitted by law.

4.3. Indemnification. The Company agrees to indemnify, out of the assets of the Company only, the Managing Agent (and his agents), to the fullest extent permitted by law and to save and hold them harmless from and in respect of all (a) reasonable fees, costs, and expenses paid in connection with or resulting from any claim, action or demand against the Managing Agent, or any agent thereof, the Company or their agents that arise out of or in any way relate to the Company, its properties, business or affairs and (b) such claims, actions and demands and any losses or damages resulting from such claims, actions and demands, including amounts paid in settlement or compromise of any such claim, action or demand; provided, however, that this indemnity shall not extend to conduct not undertaken in good faith nor to any fraud, willful misconduct or gross negligence. Any person receiving an advance with respect to expenses shall be required to agree to return such advance to the Company in the event it is subsequently determined that such person was not entitled to indemnification hereunder. Any indemnified party shall promptly seek recovery under any other indemnity or any insurance policies by which such indemnified party may be indemnified or covered or from any portfolio company in which the Company has an investment, as the case may be. No payment or advance may be made to any person under this Paragraph 4.3 to any person who may have a right to any other indemnity (by insurance or otherwise) unless such person shall have agreed, to the extent of any other recovery, to return such payments or advances to the Company.

#### 4.4. Restrictions on the Members.

(a) Except with the consent of the Managing Agent or as otherwise specifically permitted by this Agreement, no Member shall mortgage, encumber, pledge or otherwise dispose of his or her interest in the Company or in the Company's assets or property or enter into any agreement as a result of which any other person shall have rights as a Member of the Company.

(b) No Member shall do any act in contravention of this Agreement.

#### 4.5. Additional Restrictions on Members.

(a) The Members shall take no part in the control or management of the affairs of the Company nor shall Members have any power or authority to act for or on behalf of the Company as a result of this Agreement except as expressly authorized from time to time by the Managing Agent.

4.6. Officers. The Members may appoint such officers of the Company as they shall deem advisable and shall have the discretion to remove any officers at any time.

4.7 Restrictions on the Managing Agent. In the event any Member objects to or opposes any decision or act of the Managing Agent related to the management and conduct of the affairs of the Company, such objecting Member may circulate a written request either by facsimile or email to all other Members setting forth (a) the decision or act being objected to, (b) the basis for the objection, and (c) any proposed alternatives to the Managing Agent's decision or act. All Members receiving such written request are required to respond within Three (3) business days, by voting in favor of or against the objection. The votes of Members who do not respond will not be counted either way. In voting, each Member's vote will be counted in the same percentage as such Member's Capital Commitment percentage set forth in Exhibit "A" attached hereto. In the event more than Fifty (50%) of the votes supports the objecting Member, the Managing Agent will immediately withdraw the decision or act in question after receiving written confirmation of the vote tally. In the event the vote tally is Fifty (50%) Percent or less in favor of the objecting Member, the Managing Agent will have sole discretion, in its judgment and in the best interests of the Company on how to proceed thereafter.

### ARTICLE V: CAPITAL CONTRIBUTIONS

5.1. Capital Commitments and Membership Interests of the Members. Set forth opposite the name of each Member listed on Exhibit "A" attached hereto is such Member's "Capital Commitment" to the Company and its percentage membership interest in the Company ("Percentage Interest"). Each Member's Capital Commitment represents the aggregate amount of capital that such Member has agreed to contribute to the Company in accordance with the terms hereof. Each Member is required to deposit with the Managing Agent Ten (10%) Percent of his/her Capital Contribution on or before August 5, 2010 and the remaining balance on or before September 15, 2010. Exhibit "A" shall be amended from time to time to reflect any changes to the Capital Commitments and Percentage Interests of the Members.

(a) The Managing Agent shall provide at least thirty (30) business days' prior written notice of any required contribution to the capital of the Company, specifying the amount thereof. The Members shall make their contributions to the Company's capital in cash, except as otherwise determined by the Managing Agent (who may allow contributions in the form of promissory notes). No Member shall be required to contribute any amount in excess of such Member's Capital Commitment (as such Capital Commitment may be increased pursuant to subparagraph (a)) without such Member's written consent. Any capital contributions hereunder with respect to the Capital Commitments of the Members (each a "Capital Contribution") shall be made in such amount as shall be specified by the Managing Agent and any such contributions required hereunder shall be in proportion to the Members' respective Capital Commitments.

5.2. Limitation of Liability of Members. Except as otherwise expressly provided herein or as required by New York law, no Member shall be bound by, nor be personally liable for, the expenses, liabilities or obligations of the Company in excess of the balance of such Member's Capital Commitment to the Company.

### 5.3. Defaulting Members.

(a) If a Member fails to pay any amount which it is required to pay to the Company on or before the date when such amount is due and payable, such Member shall be deemed to be in default hereunder (a "Defaulting Member"), and written notice of default shall be given to such Member. The Company shall be entitled to enforce the obligations of each Member to make the contributions to capital specified in this Agreement, and the Company shall have all remedies available at law or in equity in the event any such contribution is not so made. In the event of any legal proceedings relating to a default by a Defaulting Member, such Defaulting Member shall pay all costs and expenses incurred by the Company, including attorneys' fees, if the Company shall prevail. Further, such Defaulting Member shall be obligated to pay the Company interest with respect to the amount of any capital contribution not made when required by this Agreement, with such interest commencing on the date such contribution is initially due and ending on the date such contribution is made to the Company. Such interest shall be calculated on the basis of twelve percent (12%) percent, plus two percent (2%) per annum.

(b) In addition to the remedies provided under Paragraph 5.4(a), if the Defaulting Member does not remedy a default in the payment of a required contribution within ten (10) business days of the receipt of the notice specified in Paragraph 5.4(a): (i) the Defaulting Member shall no longer have the right (if any) to vote on any Company matter, and (ii) if the Members so elect, the other Members shall have the option to pay the remaining capital contributions of the Defaulting Member in accordance with any procedures and in such proportions as may be established by the Members. In such event, such Defaulting Member shall be deemed to have withdrawn from the Company and to have forfeited its interest in the Net Income and Net Losses of the Company. Such Defaulting Member shall be entitled to receive only the amount of its Capital Account at the time of the default, with such amount payable, without interest, to the Defaulting Member upon the dissolution of the Company.

## ARTICLE VI: EXPENSES

The Company will pay all costs and expenses incurred in connection with its activities. The Members shall be entitled to reimbursement by the Company for expenses incurred by them relating to the Company's business, as determined by the Members in their discretion.

## ARTICLE VII: DISTRIBUTIONS

7.1. Mandatory Distributions. Upon completion of development and sale of the Property, the Managing Agent shall be paid a development/management fee of five percent (5%) from the net proceeds from such sales as such proceeds become available, less the total Capital Commitment of all Members, and thereafter distribute the balance of the net proceeds to the Members in proportion to their interests in the Company.

7.2. Discretionary Distributions. The Members may in their discretion make additional distributions among the Members.

## ARTICLE VIII: ASSIGNMENT OR TRANSFER OF MEMBERS' INTERESTS

8.1. Restrictions on Transfer of Members' Interests. No Member may sell, assign, pledge, mortgage or otherwise dispose of all or any portion of his interest in the Company without the consent of the other Members.

8.2. Violation of Restrictions. In the event of any purported transfer or other disposition of any Member's interest in the Company in violation of the provisions of this Article VIII, without limiting any other rights of the Company, the other Members shall have the option, in their sole discretion, to treat the Member as having withdrawn from the Company and to purchase or cause the Company to purchase such Member's interest for cash at a price equal to the withdrawing Member's Percentage Interest and Capital Accounts times the then current fair market value of the total assets of the Company which shall be determined in accordance with the provisions of 3.3(b) herein. In the event of purchase, the terminated Member (and his purported transferee) shall have no further interest in the Company except to receive the purchase price, if any, for his interest as determined by the Members. Such option must be exercised, if at all, by written notice to the affected Member (or his successor(s) in interest) given not later than thirty (30) days after the Members are advised in writing of the purported transfer or disposition, and the purchase or withdrawal shall be consummated on the date specified in such notice, which shall not be later than sixty (60) days after it is given.

8.3. Agreement Not to Transfer. Each of the Members agrees with all other Members that he, she or it will not make any disposition of his, her or its interest in the Company, except as permitted by the provisions of this Article VIII.

8.4. Multiple Ownership. In the event of any disposition which shall result in multiple ownership of any Member's interest in the Company, the Managing Agent may require one or more trustees or nominees to be designated to represent a portion of or the entire interest transferred for the purpose of receiving all notices which may be given and all payments which may be made under this Agreement and for the purpose of exercising all rights which the transferor as a Member had pursuant to the provisions of this Agreement.

8.5. Substitute Members. No transferee of a Member's interest may be admitted to the Company as a substitute Member without the consent of the Managing Agent, which consent shall be subject to the sole discretion of the Managing Agent and shall not be subject to challenge by any transferor or transferee.

#### ARTICLE IX: DISSOLUTION AND LIQUIDATION OF THE COMPANY

9.1. Liquidation Procedures. Upon termination of the Company:

(a) The affairs of the Company shall be wound up and the Company shall be dissolved. The Managing Agent shall serve as the liquidator.

(b) Distributions in dissolution may be made in cash or in kind or partly in cash and partly in kind.

(c) The Managing Agent shall use his best judgment as to the most advantageous time for the Company to sell investments or to make distributions in kind provided that any such sales shall be made as promptly as is consistent with obtaining the fair value thereof.

#### ARTICLE X: FINANCIAL ACCOUNTING AND REPORTS

10.1. Tax Accounting and Reports. The Managing Agent shall cause the Company's tax return to



be prepared and delivered in a timely manner to the Members (but in no event later than ninety (90) days after the close of each of the Company's Fiscal Years).

10.2. **Supervision; Inspection of Books.** Proper and complete books of account of the affairs of the Company shall be kept under the supervision of the Managing Agent at the principal office of the Company. Such books shall be open to inspection by a Member, at any reasonable time, upon reasonable notice, during normal business hours.

10.3. **Confidentiality.** All information provided to Members under this Article X shall be used by Members in furtherance of their interests as Members and, subject to disclosures required by applicable law, each Member hereby agrees to maintain the confidentiality of such financial statements and other information provided to Members hereunder.

#### ARTICLE XI: OTHER PROVISIONS

11.1. **Other Instruments and Acts.** The Members agree to execute any other instruments or perform any other acts that are or may be necessary to effectuate and carry on the Company.

11.2. **Binding Agreement.** This Agreement shall be binding upon the transferees, successors, assigns and legal representatives of the Members.

11.3. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of New York as applied to agreements among New York residents made and to be performed entirely within New York.

11.4. **Notices.** Any notice or other communication that a Member desires to give to another Member shall be in writing and shall be deemed effectively given upon personal delivery or upon deposit in any United States mail box, by registered or certified mail, postage prepaid, or upon transmission by telegram or telecopy, addressed to the other Member at the address shown in the exhibits attached to this Agreement or at such other address as a Member may designate by fifteen (15) days' advance written notice to the other Members.

11.5. **Power of Attorney.** By signing this Agreement, each Member designates and appoints the Managing Agent as its true and lawful attorney, in its name, place and stead to make, execute, sign and file such instruments, documents or certificates that may from time to time be required of the Company by the laws of the United States of America, the laws of the State of New York or any other state in which the Company shall conduct its investment activities in order to qualify or otherwise enable the Company to conduct its affairs in such jurisdictions; provided, however, that in no event shall the Managing Agent be deemed to have the authority under this Paragraph 11.5 to take any action that would result in any Member losing the limitation on liability afforded hereunder.

11.6. **Amendment Procedure.** This Agreement (and any exhibits to this Agreement) may be amended only with the written consent of the Members. No amendment shall, however, (i) enlarge the obligations of any Member under this Agreement without the written consent of such Member, (ii) dilute the relative interest of any Member without the written consent of such Member, or (iii) alter or waive the terms of this Paragraph 11.6. The Managing Agent shall promptly furnish copies of any amendments to this Agreement to all Members.

11.7. **Effective Date.** This Agreement shall be effective on the date set forth in the first paragraph of this Agreement.

11.8. **Entire Agreement.** This Agreement constitutes the entire agreement of the Members and

supersedes all prior agreements between the Members with respect to the Company.

11.9. Titles; Subtitles. The titles and subtitles used in this Agreement are used for convenience only and shall not be considered in the interpretation of this Agreement.

11.10. Company Name. The Company shall have the exclusive ownership and right to use the Company name (and any name under which the Company shall elect to conduct its affairs) as long as the Company continues.

IN WITNESS WHEREOF, the Members have executed this Agreement as of the date first above written.



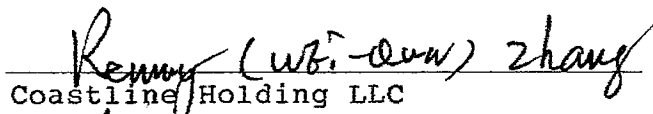
RAYMOND CHAN, Member



DANIEL CAI, Member (WEI HONG CAI)



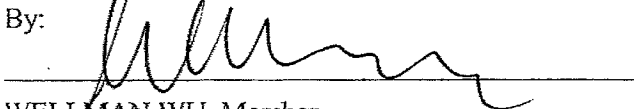
LOUIS LIN, Member



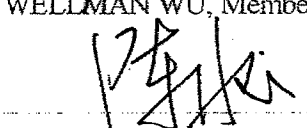
Coastline Holding LLC

KAM MAN FOOD, INC., Member

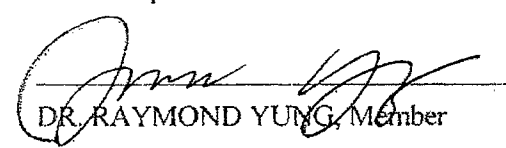
By:



WELLMAN WU, Member



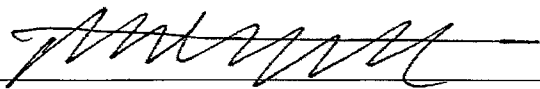
HEI CHAN, Member




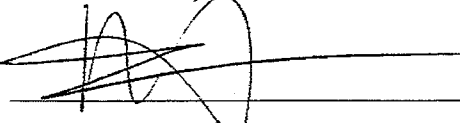
DR. RAYMOND YUNG, Member

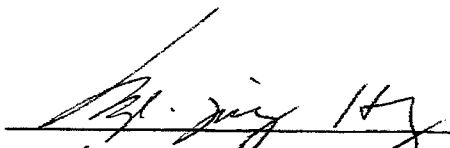


JEAN CHANG, Member

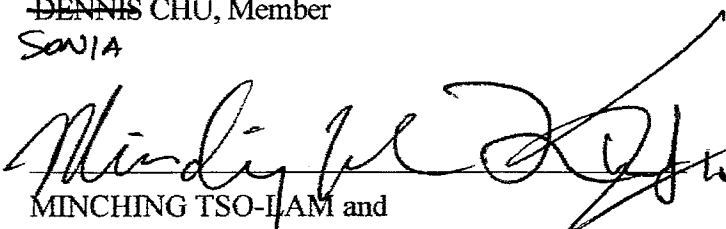
  
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~~L.A. CHU ASSOCIATES LLC, Member~~

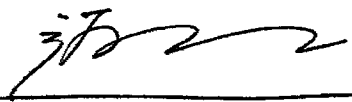
  
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ERIC CHANG, Member

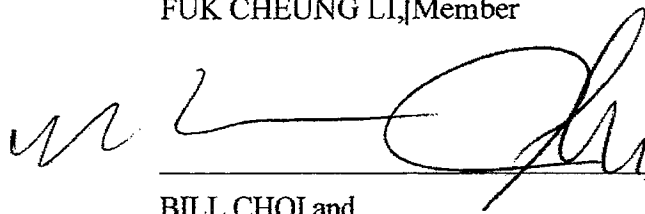
  
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RU, WANG, Member


  
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SZE-JING HUANG

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~~DENNIS CHU, Member~~  
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MINCHING TSO-IAM and  
FUK CHEUNG LI, Member

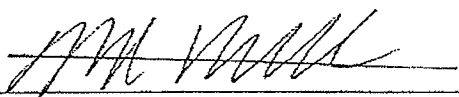
  
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BOB ZHANG  
FOR  
FLUSHING BAY DEVELOPMENT LLC.

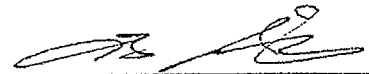
  
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BILL CHOI and  
JOANNE CHOI, Member


  
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WILLIAM WOO, MEMBER

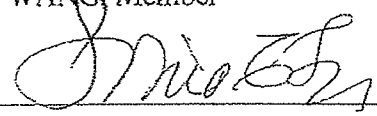
GLOBAL VISION DEVELOPMENT, LLC, Managing Agent

\_\_\_\_\_  
By: Raymond Chan, Member

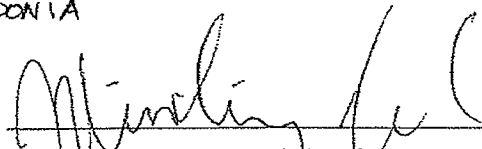
  
L.A. CHU ASSOCIATES LLC, Member

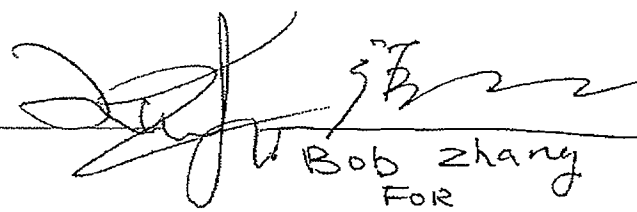
  
ERIC CHANG, Member

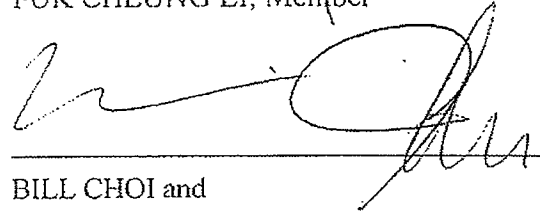
  
RU, WANG, Member

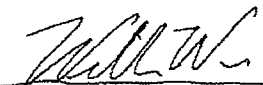
SC   
DENNIS CHU, Member

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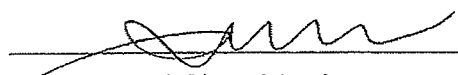
  
MINCHING TSO-LAM and  
FUK CHEUNG LI, Member


  
Bob Zhang  
FOR  
FLUSHING BAY DEVELOPMENT LLC

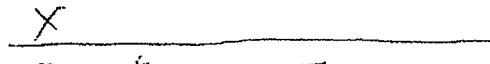
my   
BILL CHOI and  
JOANNE CHOI, Member

  
William Woo, MEMBER

GLOBAL VISION DEVELOPMENT, LLC, Managing Agent

  
By: Raymond Chan, Member

X  
  
Bilu Zhang

X  
  
DR. KENNETH TAM

September 9, 2010  
 Re: 20-07 127th Street  
 College Point  
 Flushing, NY

Name	No. of Shares	Address	Phone	E-mail Address
Raymond Chan	10%	136-40 39th Ave. 3F Flushing, NY 11354	(718) 445-2345 (X-102) (917) 834-1065	info@raymondchanarchitect.com
Daniel Cai	10%	43-18 Main Street, G/F Flushing, NY 11355	(718) 299-2822 (718) 888-0689 (O)	d.cai@broadtradegroup.com
Louis Lin	10%	224 Bay 23rd Street Brooklyn, NY 11214		louis.lin.ny@gmail.com
Coastline Holding LLC	10%	11 Overlook Circle Manhasset, NY 11030	(516) 466-6220 (917) 838-1787	kenny@coastlinepaper.com
Kam Man Food Inc.	5%	511 Old Post Road Edison, NJ 08817	Bill Woo (917) 414-7038	<a href="mailto:wwoo7777@gmail.com">wwoo7777@gmail.com</a>
Wellman Wu	5%	511 Old Post Road Edison, NJ 08817	(732) 248-9611	wellmanwu@gmail.com
Hei Chan	5%	200 Canal Street New York, NY 10013	(212) 571-0171 (917) 204-9103	karl.chen@stratfordengineers.com
Bill Woo	5%	511 Old Post Road Edison, NJ 08817	(917) 414-7038 (732) 248-9611 (732) 248-1331	<a href="mailto:wwoo7777@gmail.com">wwoo7777@gmail.com</a>
Dr. Raymond Yung	5%	217 Grand Street, NY 10013	(212) 625-8069	rayung@gmail.com

Jean Chang	5%	53-35 203th Street Oakland Garden, NY 11364	(347) 728-5271	Jingchang8@gmail.com
Eric Chang	5%	19 Lipton Lane Williston Park, NY 11596	(917) 597-1985	ejceng@verizon.net
Ru Wang	5%	11 Homestead Road Edison, NJ 08820	(908) 405-5669	karl.chen@stratfordengineers.com ruthwchen@gmail.com
Sonia Chu	5%	82-35 Bell Blvd. Queens Village, NY 11427	Sonia Chu (702) 686-3888 Natalie Chu (702) 630-6626 Dennis Chu (646) 966-7025 Philip Chu (917) 807-8486	Sonia Chu (msgchang@hotmail.com) Natalie Chu (ms_natalie_chu@yahoo.com) Dennis Chu (dchu2901@yahoo.com)
Mingching Tso-Lam Fuk Cheung Li	5%		Mindy Tso (646) 335-5203 (C)	lamtso@yahoo.com
Bill Choi Joanne Choi	2.5%	185 Canal St., NY, NY 10013	(212) 925-7698	bchoi103@aol.com joanne@buyriterx.com
Flushing Bay Development LLC	5.0%	180 Riversie Blvd. Apt. 12H New York, NY 10069	Bob Zhang (917) 662-7989 (C) (212) 807-8688 (O)	Bob Zhang (bob@earthstandard.com)
Sze-Jing Huang	2.5%	9 Wnesley Drive, Great Neck, NY 11021	(917) 941-7740	huang_jean@hotmail.com
<b>Total</b>	<b>100.0%</b>			

EXHIBIT A

Certificate and Amendments

N. Y. STATE DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS AND STATE RECORDS

ALBANY, NY 12231-0001

## FILING RECEIPT

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ENTITY NAME: THE POINT 128, LLC

DOCUMENT TYPE: ARTICLES OF ORGANIZATION (DOM LLC)

COUNTY: QUEE

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FILED:07/13/2010 DURATION:\*\*\*\*\* CASH#:100713000019 FILM #:100713000018

FILER:

EXIST DATE

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CORPORATE FILING SOLUTIONS INC  
61-27 155TH STREET 1ST FL-----  
07/13/2010

FLUSHING, NY 11367

ADDRESS FOR PROCESS:

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THE LLC  
136-40 39TH AVE STE 301  
FLUSHING, NY 11354

REGISTERED AGENT:

=====

SERVICE COMPANY: CORPORATE FILING SOLUTIONS INC.

SERVICE CODE: 9R \*

FEES	225.00
FILING	200.00
TAX	0.00
ERT	0.00
PIES	0.00
NDLING	25.00

PAYMENTS	225.00
CASH	0.00
CHECK	0.00
CHARGE	0.00
DRAWDOWN	225.00
OPAL	0.00
REFUND	0.00

=====

DOS-1025 (04/2007)



EXHIBIT B

Governing Document and Amendments

**Articles of Organization  
Of**

**The Point 128, LLC**

(Under Section 203 of the Limited Liability Company Law)

Filed by:  
Corporate Filing Solutions Inc.  
61-27 155<sup>th</sup> Street, 1<sup>st</sup> Floor  
Flushing, NY 11367

**9R**

**Articles of Organization  
Of  
The Point 128, LLC**

(Under Section 203 of the Limited Liability Company Law)

The undersigned, being a natural person of at least 18 years of age and acting as the organizer of the limited liability company hereby formed under the limited liability company law of State of New York, does hereby certify that:

FIRST The name of the limited liability company is:

**The Point 128, LLC**

SECOND: The county within this state in which the office of the limited liability company is to be located is:

**Queens County**

THIRD: The Secretary of State is designated as agent of the limited liability company upon whom process against it may served. The address within or without this state to which the Secretary of State shall mail a copy of any process against the limited liability company served upon him or her is:

**136-40 39<sup>th</sup> Avenue, Suite 301, Flushing, NY 11354**

FOURTH: The limited liability company is to be managed by  
☒ 1 or more Member

IN WITNESS WHEREOF, this article has been subscribed on the 7<sup>th</sup> day of July, 2010, by the undersigned who affirm that the statements made herein are true under the penalties of perjury.

/s/John Park

**John Park, Organizer**  
61-27 155<sup>th</sup> Street, 1<sup>st</sup> Floor  
Flushing, NY 11367

**9R**

EXHIBIT C

Consent of All Members

**CONSENT  
OF  
THE POINT 128, LLC**

The undersigned, being a Member as well as the sole Member of GLOBAL VISION DEVELOPMENT, LLC, the Managing Agent for THE POINT 128, LLC., a New York limited liability company (the "Company"), certifies and consents in writing to the adoption of the following resolutions by all of the Members:

NOW, THEREFORE, BE IT RESOLVED, that the Company is authorized and directed to mortgage its parcel of improved real property located at 20-07 127<sup>th</sup> Street and 20-02 and 20-38 128<sup>th</sup> Street, College Point, New York, to 127<sup>TH</sup> HOLDINGS, LLC for the sum of \$7,500,000.00 pursuant to a Note and Mortgage dated October 18, 2010; and it is

FURTHER RESOLVED, that RAYMOND CHAN, a Member and Sole Member of GLOBAL VISION DEVELOPMENT, LLC, the Managing Agent of the Company (the "Manager"), is authorized and directed, in the name and on behalf of the Company, to take any and all actions, and execute any and all documents that such Manager deems necessary, desirable, convenient or appropriate with respect to the Company's acceptance and consummation of the Sale, including, but not limited to, execution and delivery of a Deed and Assignment of Leases in favor of Purchaser covering the Company's interest in the fee estate of the Property, and such other documents and forms which may be required to effectuate such Sale; and it is

FURTHER RESOLVED, that all documents and instruments executed pursuant to the foregoing resolutions shall be in such form and in such definitive terms as the Manager determines in its exclusive discretion, such determination to be evidenced conclusively by the Manager's execution and delivery of any such document or instrument.

IN WITNESS WHEREOF, the undersigned Manager has executed this Consent of Member as of the 18<sup>th</sup> day of October, 2010.

By: 

Name: RAYMOND CHAN

Title: Member/Manager

EXHIBIT D

Certificate

CERTIFICATE  
OF  
MANAGING AGENT

THE UNDERSIGNED, being the sole member of GLOBAL VISION DEVELOPMENT, LLC, a New York limited liability company, (the "**Company**"), the managing agent (the "Managing Agent") of THE POINT 128, LLC, a New York limited liability company, hereby certifies to 127TH HOLDINGS, LLC (, "**Lender**") in connection with that certain \$7,500,000.00 purchase money mortgage loan from 127TH HOLDINGS, LLC, dated October 18, 2010, as follows:

1. Attached hereto as Exhibit A is a true, correct and complete copy of the Articles of Organization of the Company dated April 21, 2010 and filed with the New York State Department of State on April 21, 2010 (the "**Certificate**"). The Certificate has not been further altered, amended or repealed and is in full force and effect on and as of the date hereof.

2. Attached hereto as Exhibit B is a true, correct and complete copy of the Operating Agreement of the Company dated as of April 21, 2010, (the "**Governing Document**"). The Governing Document has not been further altered, amended or repealed and is in full force and effect on and as of the date hereof.

3. That the undersigned is the sole Member and Manager of the Managing Agent.

4. That the membership of the Company has not changed since April 21, 2010.

5. That there are no outstanding rights to any membership interests which could be exercised in the event of the completion of the contemplated loan transaction.

6. That the approval and consummation of the transaction does not violate any laws or regulations applicable to the Company.

7. That there are no court orders or orders of any regulatory authority which would be violated by approval or consummation of the transaction.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate on this 18th day of October, 2010.


  
By: RAYMOND CHAN  
Title: Sole Member

EXHIBIT A

Certificate and Amendments