

New York's Fiduciary Access to Digital Assets Act

DIGITAL ASSETS: PLANNING, PROTECTION, AND PROBATE NEW YORK'S NEW EPTL ARTICLE 13-A

A CLE GENEROUSLY HOSTED BY SAGE | 305 Seventh Avenue, 15th Floor

WEDNESDAY, NOVEMBER 8, 2017 | 8:00 - 10:00 A.M.*

*BREAKFAST STARTS AT 8:00 A.M. | PROGRAM AT 8:30 A.M.

CLE Credits: 1.5 Credits in Areas of Professional Practice

This free course is appropriate for both newly admitted and experienced attorneys.

FACULTY

Jay Laubscher, Esq., Court Attorney Referee at the
New York County Surrogate's Court

Thomas Sciacca, Esq. (Moderator), Attorney at the
Law Offices of Thomas Sciacca, PLLC

Chuck Edwards, Sole Proprietor of Charles T. Edwards LLC

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of greater new york

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CLE Certificate Information

Thank you for attending our program. Your CLE certificate, if applicable, will be distributed via e-mail to the e-mail address you used to register for the program.

Please allow up to two weeks for distribution of your certificate.

Digital Assets: Planning, Protection, and Probate

New York's New EPTL Article 13-A

SAGE Advisor's Series

CLE presented by the LGBT Bar Association of Greater New York (LeGaL)

Wednesday, November 8, 2017 | 8:30-10:00 a.m.

The SAGE Center | 305 Seventh Ave, 15th Floor | New York, NY

AGENDA

- I. Registration, breakfast, **8:00–8:30**
- II. Welcome (LeGaL's Matthew Skinner and SAGE's Jerry Chasen)
and Introduction of the panel and topic (Sciacca), **8:30–8:40**
- III. State of the law – Old Problems & New Solutions (Laubscher), **8:40–9:05**
 - A. Problems Executors face when trying to get access to online assets/info
 - B. Statutory fix in EPTL 13-A
 - C. Summary of case law to date
- IV. Practice pointers in Will drafting & representing Executors (Sciacca), **9:05–9:30**
 - A. Asking clients about online assets/info
 - B. Addressing clients' privacy concerns
 - C. Language to include in Wills
 - D. Making fiduciary requests to providers
- V. Tech tips to share with clients and Executors (Edwards), **9:30–9:55**
 - A. Pre-mortem planning clients can make to allow post-mortem access
 - B. Password managers and post-death access to same
 - C. How to identify if a deceased has online assets/info
- VI. Questions from audience (Panel), **9:55–10:00**

Digital Assets: Planning, Protection, and Probate
New York's New EPTL Article 13-A

Faculty Biographies

Jay Laubscher, Esq.

Jay Laubscher is a Court Attorney Referee at New York County Surrogate's Court and a graduate of New York Law School.

Thomas Sciacca, Esq.



@SciaccaLaw

Thomas Sciacca is the owner/operator of Law Offices of Thomas Sciacca, PLLC where he focuses his practice on estate planning, probate, Surrogate's Court litigation, and guardianship. Tom is a member of the American Bar Association, the New York State Bar Association, and the LGBT Bar Association of Greater New York. Tom has served as an adjunct at New York University's School of Professional Studies since 2006. He is a graduate of the University at Albany (BA), Pace University School of Law (JD), and New York University School of Law (LLM).

Charles T. Edwards



@CTEdwards

Chuck Edwards is the sole-proprietor of Charles T. Edwards LLC where he's provided computer and IT support for small companies and families of high net worth for 25 years. Those same companies and departments of larger corporations hire his systems analysis, design, and development skills for creating value-added bespoke software. Clients have included Christie's, KMart, Fujifilm, and Revlon. He has spoken on IT and/or LGBT issues at Dartmouth's Tuck School of Business, the United States Merchant Marine Academy, Baruch University, the University of Connecticut, and other schools.

KR
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CHAPTER 354

LAWS OF 20 16

SENATE BILL _____

ASSEMBLY BILL 9916H

STATE OF NEW YORK

9910--A
Cal. No. 717

IN ASSEMBLY

April 26, 2016

Introduced by M. of A. WEINSTEIN, TITONE, CRESPO, GOTTFRIED, SCHIMMING-
ER, WEPRIN -- Multi-Sponsored by -- M. of A. ABINANTI, CYMBROWITZ,
FARRELL, GALEF, GLICK, JAFFEE, MARKEY, MILLER, MORELLE, PAULIN,
PEOPLES-STOKES, ROSENTHAL, SKARTADOS, STIRPE -- (at request of the
Office of Court Administration) -- read once and referred to the
Committee on Judiciary -- reported and referred to the Committee on
Codes -- reported from committee, advanced to a third reading, amended
and ordered reprinted, retaining its place on the order of third read-
ing

AN ACT to amend the estates, powers and trusts law, in relation to the
administration of digital assets

S7604A/Bonacic

DATE RECEIVED BY GOVERNOR:

SEP 20 2016

ACTION MUST BE TAKEN BY:

OCT 01 2016

DATE GOVERNOR'S ACTION TAKEN:

000001

9/29/16

SENATE VOTE 60 Y 1 N

HOME RULE MESSAGE

 Y N

DATE 6/9/16

ASSEMBLY VOTE 131 Y 0 N

000002

DATE 6/2/16

LAUBSCHER 000002

06/09/16 A9910-A Senate Vote Aye: 60 Nay: 1

06/02/16 A9910-A Assembly Vote Yes: 131 No : 0

[Go to Top of Page](#)

Floor Votes:

06/09/16 A9910-A Senate Vote Aye: 60 Nay: 1

Aye Addabbo	Aye Akshar	Aye Amedore	Aye Avella
Aye Bonacic	Aye Boyle	Aye Breslin	Aye Carlucci
Aye Comrie	Aye Croci	Aye DeFrancisco	Exc Diaz
Aye Dilan	Aye Espaillat	Aye Farley	Aye Felder
Aye Flanagan	Aye Funke	Aye Gallivan	Aye Gianaris
Aye Golden	Aye Griffo	Aye Hamilton	Aye Hannon
Aye Hassell-Thompson	Aye Hoylman	Aye Kaminsky	Aye Kennedy
Aye Klein	Aye Krueger	Aye Lanza	Aye Larkin
Aye Latimer	Aye LaValle	Aye Little	Aye Marcellino
Aye Marchione	Aye Martins	Aye Montgomery	Aye Murphy
Aye Nozzolio	Aye O'Mara	Aye Ortt	Exc Panepinto
Aye Parker	Aye Peralta	Nay Perkins	Aye Persaud
Aye Ranzenhofer	Aye Ritchie	Aye Rivera	Aye Robach
Aye Sanders	Aye Savino	Aye Serino	Aye Serrano
Aye Seward	Aye Squadron	Aye Stavisky	Aye Stewart-Cousins
Aye Valesky	Aye Venditto	Aye Young	

[Go to Top of Page](#)

Floor Votes:

06/02/16 A9910-A Assembly Vote Yes: 131 No : 0

Yes Abbate	Yes Abinanti	Yes Arroyo	Yes Aubry
Yes Barclay	Yes Barrett	Yes Barron	Yes Benedetto
ER Bichotte	Yes Blake	Yes Blankenbush	Yes Brabenec
Yes Braunstein	ER Brennan	Yes Brindisi	Yes Bronson
Yes Buchwald	ER Butler	Yes Cahill	Yes Cancel
Yes Castorina	Yes Ceretto	Yes Colton	Yes Cook
Yes Corwin	Yes Crespo	ER Crouch	Yes Curran
Yes Cusick	Yes Cymbrowitz	Yes Davila	Yes DenDekker
Yes Dilan	Yes Dinowitz	Yes DiPietro	ER Duprey
Yes Englebright	Yes Fahy	Yes Farrell	Yes Finch

000003
LAUBSCHER 000003

Yes Fitzpatrick	Yes Friend	Yes Galef	Yes Gantt
ER Garbarino	Yes Giglio	Yes Gjonaj	Yes Glick
Yes Goldfeder	Yes Goodell	Yes Gottfried	Yes Graf
Yes Gunther A	Yes Harris	Yes Hawley	Yes Hevesi
ER Hikind	Yes Hooper	Yes Hunter	ER Hyndman
Yes Jaffee	Yes Jean-Pierre	Yes Johns	Yes Joyner
ER Katz	Yes Kavanagh	Yes Kearns	ER Kim
Yes Kolb	Yes Lalor	Yes Lavine	Yes Lawrence
Yes Lentol	Yes Lifton	Yes Linares	Yes Lopez
Yes Lupardo	Yes Lupinacci	Yes Magee	Yes Magnarelli
Yes Malliotakis	Yes Markey	Yes Mayer	Yes McDonald
Yes McDonough	Yes McKevitt	Yes McLaughlin	Yes Miller
Yes Montesano	Yes Morelle	Yes Mosley	Yes Moya
Yes Murray	ER Nojay	Yes Nolan	Yes Oaks
Yes O'Donnell	Yes Ortiz	Yes Otis	Yes Palmesano
Yes Palumbo	Yes Paulin	Yes Peoples-Stokes	Yes Perry
Yes Pichardo	Yes Pretlow	Yes Quart	Yes Ra
Yes Raia	ER Ramos	Yes Richardson	Yes Rivera
Yes Robinson	Yes Rodriguez	Yes Rosenthal	Yes Rozic
Yes Russell	ER Ryan	Yes Saladino	Yes Santabarbara
ER Schimel	Yes Schimminger	Yes Seawright	ER Sepulveda
Yes Simanowitz	Yes Simon	Yes Simotas	Yes Skartados
Yes Skoufis	Yes Solages	Yes Stec	Yes Steck
Yes Stirpe	Yes Tedisco	Yes Tenney	Yes Thiele
Yes Titone	ER Titus	Yes Walker	Yes Walter
Yes Weinstein	Yes Weprin	Yes Williams	Yes Woerner
Yes Wozniak	ER Wright	Yes Zebrowski K	Yes Mr. Speaker

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LAUBSCHER 000004

JOHN J. BONACIC
SENATOR, 42ND DISTRICT

CHAIR
COMMITTEES ON
JUDICIARY

RACING, GAMING & WAGERING

DEPUTY REPUBLICAN CONFERENCE LEADER
FOR STATE/FEDERAL RELATIONS



THE SENATE
STATE OF NEW YORK

COMMITTEES
ALCOHOLISM
BANKS
CHILDREN & FAMILIES
FINANCE
HOUSING, CONSTRUCTION
& COMMUNITY DEVELOPMENT
RULES

June 24th, 2016

Denise Gagnon
Legislative Secretary
Executive Chamber
State Capitol – Room 239
Albany, NY 12224

Dear Ms. Gagnon:

Please find enclosed the supporting documentation requested by Mr. David regarding S.7604-A/A.9910-A to assist the Governor in his review of this legislation. This legislation was introduced at the request of the Chief Administrative Judge and would give fiduciaries authority to gain access to, manage, distribute and copy or delete digital assets.

Thank you for your prompt attention to this matter.

Sincerely,

A handwritten signature in black ink, reading "John J. Bonacic". The signature is fluid and cursive, with the first name "John" and last name "Bonacic" clearly visible.

JOHN J. BONACIC
State Senator

JJB/att
Enclosure(s)

000005



HELENE E. WEINSTEIN
Assemblywoman 41st District
Kings County

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

CHAIR
JUDICIARY COMMITTEE

COMMITTEES

Aging
Codes
Rules
Ways and Means

Court Facilities Capital Review Board

June 30, 2016

Governor Andrew M. Cuomo
Executive Chamber
State Capitol – Room 225
Albany, New York 12224

Re: A.9910-A/S.7604-A – Administration of digital assets.

Dear Governor Cuomo:

I am writing you as the prime Assembly sponsor of A.9910-A/S.7604-A to urge you to sign this measure into law. This legislation, which was introduced at the request of the Chief Administrative Judge upon the recommendation of her Surrogate's Court Advisory Committee, passed both houses virtually unanimously.

The purpose of this bill is to create a "road map" for fiduciaries to follow relating to the administration of digital assets whether under a trust, guardianship, Power of Attorney or the administration of an estate. Aside from minimal changes necessary to conform to existing New York law, this measure is based largely on a proposal from the Uniform Law Commission namely RUFADAA (Revised Uniform Fiduciary Access to Digital Assets Act). The legislation is a compromise among various stake holders including the New York State Bar Association, internet service providers, civil libertarians and others. To date, this measure has been enacted in at least sixteen states, and is pending before fifteen others.

Nearly everyone today has digital assets, such as electronic documents, photographs, email, and social media accounts. We manage our own digital assets until the time comes that we are unable to do so. The wide use of digital assets has created an urgent need for legislation to address the administration of these assets upon the death or incapacity of the user. Presently, fiduciaries are often prevented from accessing digital assets by password protection or restrictive terms of service. When a fiduciary is prevented from doing their job, the financial consequences affect the beneficiaries of an estate or trust, or a disabled person who cannot advocate for their own needs. There should be no difference between a fiduciary's ability to gain access to information from an online bank or other internet-based business and the fiduciary's ability to gain access to information from a business with a brick and mortar building. This measure amends the Estates Powers and Trusts Laws (the "EPTL") to restore control of the disposition of digital assets back to the individual user and removes such power from the service provider.

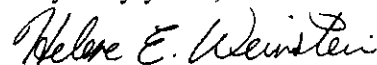
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Digital assets have real value, both monetary and sentimental, but they also present novel privacy concerns. In response to these concerns this measure allows users to specify whether their digital assets should be preserved, distributed to heirs, or destroyed. It provides legal authority for fiduciaries to manage digital assets in accordance with the user's estate plan, while protecting a user's private communications from unwarranted disclosure. It gives fiduciaries authority to gain access to, manage, distribute and copy or delete digital assets.

In the past, where property was mostly in tangible form, there was little doubt of its ownership and control. Indeed, the law recognizes that when a property owner dies or becomes unable to manage his or her property, such owner may appoint a fiduciary to manage the property. The role of a fiduciary subsumes the duty of loyalty, care and confidentiality. The system has worked well throughout our history. This measure does not break new legal ground, but merely applies the laws governing fiduciaries to a new type of property.

I urge you to sign this measure into law. Please feel free to contact me with any questions.

Very truly yours,



Helene E. Weinstein, Chair
Assembly Judiciary Committee

cc: Alphonso David, Esq.
Denise Gagnon

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LAUBSCHER 000007

**NEW YORK STATE ASSEMBLY
MEMORANDUM IN SUPPORT OF LEGISLATION
submitted in accordance with Assembly Rule III, Sec 1(f)**

BILL NUMBER: A9910A

SPONSOR: Weinstein (MS)

TITLE OF BILL:

An act to amend the estates, powers and trusts law, in relation to the administration of digital assets

This is one in a series of measures being introduced at the request of the Chief Administrative Judge upon the recommendation of his Surrogate's Court Advisory Committee.

The wide use of digital assets has created an urgent need for legislation dealing with the administration of these assets upon the death or incapacity of the user. As a practical matter, there should be no difference between a fiduciary's ability to gain access to information from an online bank or other Internet-based business and the fiduciary's ability to gain access to information from a business with a brick and mortar building. This measure would amend the EPTL to restore control of the disposition of digital assets back to the individual and removes such power from the service provider.

This measure gives fiduciaries authority to gain access to, manage, distribute and copy or delete digital assets. It addresses four types of fiduciaries, namely: a personal representative (executor or administrator) of a decedent's estate; a guardian of a ward or protected person; an agent acting pursuant to a power of attorney; and a trustee.

In the past, where property was mostly in tangible there was little doubt of its ownership and control. Indeed, the law recognizes that when a property owner dies or becomes unable to manage his or her property, such owner may appoint a fiduciary to manage the property. The role of a fiduciary subsumes the duty of loyalty, care and confidentiality. The system has worked well throughout our history. This measure does not break new legal ground, but merely applies the laws governing fiduciaries to a new type of property.

Service providers protect themselves by requiring a user to agree to a Terms of Service ("TOS") agreement prior to creating an online account. In the absence of state laws dealing with the disposition of digital assets, individuals will likely be subject to the service provider's TOS if it has a policy regarding the transfer or disposal of the account and its content. Some service providers have a policy that indicates what will happen upon the death of a user, but most have no explicit policy.

In addition, there are federal laws that criminalize, or penalize, the unauthorized access of computers and digital accounts and prohibit most service providers from disclosing account information to anyone without the user's consent. These laws include the Electronic Computer Privacy Act (the "ECPA"); the Stored Communications Act (the "SCA"), which is

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LAUBSCHER 000008

part of the ECPA, and the Computer Fraud and Abuse Act ("CFAA"). The CFAA prohibits unauthorized access to computers and protects against anyone who "intentionally accesses a computer without authorization or exceeds authorized access." The SCA contains two relevant prohibitions. First, the SCA makes it a crime for anyone to "intentionally access without authorization a facility through which an electronic communication service is provided" as well as to "intentionally exceed an authorization to access that facility." Second, the SCA prohibits an electronic communications service from knowingly divulging the contents of a communication that is stored by or maintained on that service unless disclosure is made "to an addressee or intended recipient of such communication or an agent of such addressee or intended recipient" or "with the lawful consent of the originator or an addressee or intended recipient of such communication."

The SCA is often the basis on which service providers refuse to release the contents of a deceased user's account. In addition to federal privacy laws, there are state privacy laws. All fifty states, including New York, have enacted criminal laws penalizing unauthorized access to computer systems. Consequently, without legislation, many service providers will likely continue to refuse to provide access or to release content upon the death or incapacity of a user on the basis of privacy concerns or for fear of facing certain liability.

This measure is based largely on a proposal from the Uniform Law Commission namely RUFADAA (Revised Uniform Fiduciary Access to Digital Assets Act) which is a compromise designed to address the serious problems outlined above and, as well, the concerns of the service providers and civil libertarians. The only changes from such act are those necessary to conform it to existing New York law.

This measure, which would have no fiscal impact on the State, would take effect immediately

2016 LEGISLATIVE HISTORY:

Senate 7604 (Senator Bonacic) (referred to Judiciary)
Assembly 9910 (M. of A. Weinstein) (advanced to 3rd Rdg., Cal. 717

000010

LAUBSCHER 000010

DIVISION OF THE BUDGET BILL MEMORANDUM

Session Year 2016

SENATE:
No.

ASSEMBLY:
No. 9910-A

Primary Sponsor: Weinstein (MS)

Law: Estates, Powers and Trusts

Sections: New 13-A

Division of the Budget recommendation on the above bill:

NO RECOMMENDATION

1. Subject and Purpose:

This bill would provide a fiduciary the authority to gain access to, manage, distribute and copy or delete "digital assets" upon death or incapacitation of the user of the "digital assets". A service provider's "terms of service" agreement typically doesn't provide an explicit policy regarding the disposition of the "digital asset" upon the death of the user.

2. Reason for No Recommendation:

This bill, introduced at the request of the Chief Administrative Judge upon the recommendation of the Surrogate's Court Advisory Committee, deals entirely with highly technical legal matters beyond the expertise of the Division of the Budget. It would have no impact on State finances. Accordingly, the Division makes no recommendation on this bill.

STATE OF NEW YORK
DEPARTMENT OF STATE

ONE COMMERCE PLAZA
99 WASHINGTON AVENUE
ALBANY, NY 12231-0001
WWW.DOS.NY.GOV

ANDREW M. CUOMO
GOVERNOR

ROSSANA ROSADO
ACTING SECRETARY OF STATE

MEMORANDUM

To: Honorable Alphonso David
Counsel to the Governor

From: Matthew W. Tebo, Esq. *Matthew W. Tebo*
Legislative Counsel

Date: June 13, 2016

Subject: A.9910-A (M. of A. Weinstein)
Recommendation: No comment

The Department of State has no comment on the above referenced bill.

If you have any questions or comments regarding our position on the bill, or if we can otherwise assist you, please feel free to contact me at (518) 474-6740.

MWT/mei

000012

STATE OF NEW YORK

9910--A

Cal. No. 717

IN ASSEMBLY

April 26, 2016

Introduced by M. of A. WEINSTEIN, TITONE, CRESPO, GOTTFRIED, SCHIMMING-
ER, WEPRIN -- Multi-Sponsored by -- M. of A. ABINANTI, CYMBROWITZ,
FARRELL, GALEF, GLICK, JAFFEE, MARKEY, MILLER, MORELLE, PAULIN,
PEOPLES-STOKES, ROSENTHAL, SKARTADOS, STIRPE -- (at request of the
Office of Court Administration) -- read once and referred to the
Committee on Judiciary -- reported and referred to the Committee on
Codes -- reported from committee, advanced to a third reading, amended
and ordered reprinted, retaining its place on the order of third read-
ing

AN ACT to amend the estates, powers and trusts law, in relation to the
administration of digital assets

The People of the State of New York, represented in Senate and Assem-
bly, do enact as follows:

1 Section 1. The estates, powers and trusts law is amended by adding a
2 new article 13-A to read as follows:

3 ARTICLE 13-A

4 ADMINISTRATION OF DIGITAL ASSETS

5 SUMMARY OF ARTICLE

6 PART 1. DEFINITIONS

7 Section 13-A-1 Definitions.

8 PART 2. APPLICABILITY, PROCEDURE FOR DISCLOSURE, USER DIRECTIONS

9 Section 13-A-2.1 Applicability.

10 13-A-2.2 User direction for disclosure of digital assets.

11 13-A-2.3 Terms-of-service agreement.

12 13-A-2.4 Procedure for disclosing digital assets.

13 PART 3. DISCLOSURE OF DIGITAL ASSETS TO FIDUCIARY

14 Section 13-A-3.1 Disclosure of content of electronic communications of
15 deceased user.

16 13-A-3.2 Disclosure of other digital assets of deceased user.

17 13-A-3.3 Disclosure of content of electronic communications of
18 principal.

EXPLANATION--Matter in *italics* (underscored) is new; matter in brackets
[-] is old law to be omitted.

LBD14544-02-6

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- 1 13-A-3.4 Disclosure of other digital assets of principal.
2 13-A-3.5 Disclosure of digital assets held in trust when trustee
3 is original user.
4 13-A-3.6 Disclosure of contents of electronic communications
5 held in trust when trustee not original user.
6 13-A-3.7 Disclosure of other digital assets held in trust when
7 trustee not original user.
8 13-A-3.8 Disclosure of digital assets to guardian of ward.

- 9 PART 4. FIDUCIARY DUTY AND AUTHORITY, COMPLIANCE AND IMMUNITY
10 Section 13-A-4.1 Fiduciary duty and authority.
11 13-A-4.2 Custodian compliance and immunity.

- 12 PART 5. MISCELLANEOUS PROVISIONS
13 Section 13-A-5.1 Relation to electronic signature in global and national
14 commerce act.
15 13-A-5.2 Severability.

16 PART 1. DEFINITIONS

17 § 13-A-1 Definitions

- 18 In this article the following terms shall have the following meanings:
19 (a) "Account" means an arrangement under a terms-of-service agreement
20 in which a custodian carries, maintains, processes, receives, or stores
21 a digital asset of the user or provides goods or services to the user.
22 (b) "Agent" means a person granted authority to act as attorney-in-
23 fact for the principal under a power of attorney and includes the
24 original agent or any co-agent or successor agent.
25 (c) "Carries" means engages in the transmission of an electronic
26 communication.
27 (d) "Catalogue of electronic communications" means information that
28 identifies each person with which a user has had an electronic communi-
29 cation, the time and date of the communication, and the electronic
30 address of the person.
31 (e) "Content of an electronic communication" means information
32 concerning the substance or meaning of the communication which:
33 (1) has been sent or received by a user;
34 (2) is in electronic storage by a custodian providing an electronic-
35 communication service to the public or is carried or maintained by a
36 custodian providing a remote-computing service to the public; and
37 (3) is not readily accessible to the public.
38 (f) "Court" means the court in this state having jurisdiction in
39 matters relating to the content of this article.
40 (g) "Custodian" means a person that carries, maintains, processes,
41 receives, or stores a digital asset of a user.
42 (h) "Designated recipient" means a person chosen by a user using an
43 online tool to administer digital assets of the user.
44 (i) "Digital asset" means an electronic record in which an individual
45 has a right or interest. The term does not include an underlying asset
46 or liability unless the asset or liability is itself an electronic
47 record.
48 (j) "Electronic" means relating to technology having electrical,
49 digital, magnetic, wireless, optical, electromagnetic, or similar capa-
50 bilities.
51 (k) "Electronic communication" has the meaning set forth in 18 U.S.C.
52 section 2510(12), as amended.

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1 (l) "Electronic-communication service" means a custodian that provides
2 to a user the ability to send or receive an electronic communication.

3 (m) "Fiduciary" includes an executor, preliminary executor, adminis-
4 trator, temporary administrator, voluntary administrator, personal
5 representative, guardian, agent, or trustee. This term includes the
6 successor to any fiduciary.

7 (n) "Guardian" means a person who has been appointed as a guardian by
8 a court of this state pursuant to the surrogate's court procedure act or
9 the mental hygiene law.

10 (o) "Information" means data, metadata, Internet protocol address,
11 user login information, text, images, videos, sounds, codes, computer
12 programs, software, databases, or similar intelligence of any nature.

13 (p) "Online tool" means an electronic service provided by a custodian
14 that allows the user, in an agreement distinct from the terms-of-service
15 agreement between the custodian and user, to provide directions for
16 disclosure or nondisclosure of digital assets to a third person.

17 (q) "Person" means a natural person, corporation, business trust,
18 estate, trust, partnership, limited liability company, association,
19 joint venture, business or nonprofit entity, public corporation, govern-
20 ment or governmental subdivision, agency, or instrumentality, or other
21 legal or commercial entity, board and the state.

22 (r) "Power of attorney" means a record that grants an agent authority
23 to act in the place of a principal.

24 (s) "Principal" means an individual who grants authority to an agent
25 in a power of attorney.

26 (t) "Protective order" means an order appointing a guardian or another
27 order related to management of a ward's property.

28 (u) "Record" means information that is inscribed on a tangible medium
29 or that is stored in an electronic or other medium and is retrievable in
30 perceivable form.

31 (v) "Remote-computing service" means a custodian that provides to a
32 user computer-processing services or the storage of digital assets by
33 means of an electronic communications system, as defined in 18 U.S.C.
34 section 2510(14), as amended.

35 (w) "Terms-of-service agreement" means an agreement that controls the
36 relationship between a user and a custodian.

37 (x) "Trustee" includes an original additional and successor trustee,
38 and a co-trustee.

39 (y) "User" means a person that has an account with a custodian.

40 (z) "Ward" means an individual for whom a guardian has been appointed
41 by a court of this state pursuant to the surrogate's court procedure act
42 or the mental hygiene law. The term includes an individual for whom an
43 application of guardianship is pending.

44 PART 2. APPLICABILITY; PROCEDURE FOR DISCLOSURE; USER DIRECTIONS

45 § 13-A-2.1 Applicability

46 (a) This article applies to:

47 (1) a fiduciary acting under a will, trust or power of attorney
48 executed before, on, or after the effective date of this article;

49 (2) an executor, administrator or personal representative acting for a
50 decedent who died before, on, or after the effective date of this arti-
51 cle;

52 (3) a guardianship proceeding commenced before, on, or after the
53 effective date of this article; and

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1 (4) a trustee acting under a trust created before, on, or after the
2 effective date of this article.

3 (b) This article applies to a custodian if the user resides in this
4 state or resided in this state at the time of the user's death.

5 (c) This article does not apply to a digital asset of an employer used
6 by an employee in the ordinary course of the employer's business.

7 § 13-A-2.2 User direction for disclosure of digital assets

8 (a) A user may use an online tool to direct the custodian to disclose
9 to a designated recipient or not to disclose some or all of the user's
10 digital assets, including the content of electronic communications. If
11 the online tool allows the user to modify or delete a direction at all
12 times, a direction regarding disclosure using an online tool overrides a
13 contrary direction by the user in a will, trust, power of attorney, or
14 other record.

15 (b) If a user has not used an online tool to give direction under
16 paragraph (a) or if the custodian has not provided an online tool, the
17 user may allow or prohibit in a will, trust, power of attorney, or other
18 record, disclosure to a fiduciary of some or all of the user's digital
19 assets, including the content of electronic communications sent or
20 received by the user.

21 (c) A user's direction under paragraph (a) or (b) overrides a contrary
22 provision in a terms-of-service agreement that does not require the user
23 to act affirmatively and distinctly from the user's assent to the terms
24 of service.

25 § 13-A-2.3 Terms-of-service agreement

26 (a) This article does not change or impair a right of a custodian or a
27 user under a terms-of-service agreement to access and use digital assets
28 of the user.

29 (b) This article does not give a fiduciary or a designated recipient
30 any new or expanded rights other than those held by the user for whom,
31 or for whose estate, the fiduciary or designated recipient acts or
32 represents.

33 (c) A fiduciary's or designated recipient's access to digital assets
34 may be modified or eliminated by a user, by federal law, or by a terms-
35 of-service agreement if the user has not provided direction under
36 section 13-A-2.2.

37 § 13-A-2.4 Procedure for disclosing digital assets

38 (a) When disclosing digital assets of a user under this article, the
39 custodian may at its sole discretion:

40 (1) grant a fiduciary or designated recipient full access to the
41 user's account;

42 (2) grant a fiduciary or designated recipient partial access to the
43 user's account sufficient to perform the tasks with which the fiduciary
44 or designated recipient is charged; or

45 (3) provide a fiduciary or designated recipient a copy in a record of
46 any digital asset that, on the date the custodian received the request
47 for disclosure, the user could have accessed if the user were alive and
48 had full capacity and access to the account.

49 (b) A custodian may assess a reasonable administrative charge for the
50 cost of disclosing digital assets under this article.

51 (c) A custodian need not disclose under this article a digital asset
52 deleted by a user.

53 (d) If a user directs or a fiduciary requests a custodian to disclose
54 under this article some, but not all, of the user's digital assets, the
55 custodian need not disclose the assets if segregation of the assets
56 would impose an undue burden on the custodian. If the custodian believes

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1 the direction or request imposes an undue burden, the custodian or fiduciary may seek an order from the court to disclose:

- 2
- 3 (1) a subset limited by date of the user's digital assets;
- 4 (2) all of the user's digital assets to the fiduciary or designated
- 5 recipient;
- 6 (3) none of the user's digital assets; or
- 7 (4) all of the user's digital assets to the court for review in
- 8 camera.

9 PART 3. DISCLOSURE OF DIGITAL ASSETS TO FIDUCIARY

10 § 13-A-3.1 Disclosure of content of electronic communications of

11 deceased user

12 If a deceased user consented or a court directs disclosure of the

13 contents of electronic communications of the user, the custodian shall

14 disclose to the executor, administrator or personal representative of

15 the estate of the user the content of an electronic communication sent

16 or received by the user if the executor, administrator or representative

17 gives the custodian:

- 18 (a) a written request for disclosure in physical or electronic form;
- 19 (b) a copy of the death certificate of the user;
- 20 (c) a certified copy of the letter of appointment of the executor,
- 21 administrator, or personal representative or a small-estate affidavit or
- 22 court order;
- 23 (d) unless the user provided direction using an online tool, a copy of
- 24 the user's will, trust, or other record evidencing the user's consent to
- 25 disclosure of the content of electronic communications; and
- 26 (e) if requested by the custodian:
- 27 (1) a number, username, address, or other unique subscriber or account
- 28 identifier assigned by the custodian to identify the user's account;
- 29 (2) evidence linking the account to the user; or
- 30 (3) a finding by the court that:
- 31 (A) the user had a specific account with the custodian, identifiable
- 32 by the information specified in subparagraph (1);
- 33 (B) disclosure of the content of electronic communications of the user
- 34 would not violate 18 U.S.C. section 2701 et seq., as amended, 47 U.S.C.
- 35 section 222, as amended, or other applicable law;
- 36 (C) unless the user provided direction using an online tool, the user
- 37 consented to disclosure of the content of electronic communications; or
- 38 (D) disclosure of the content of electronic communications of the user
- 39 is reasonably necessary for administration of the estate.

40 § 13-A-3.2 Disclosure of other digital assets of deceased user

41 Unless the user prohibited disclosure of digital assets or the court

42 directs otherwise, a custodian shall disclose to the executor, adminis-

43 trator or personal representative of the estate of a deceased user a

44 catalogue of electronic communications sent or received by the user and

45 digital assets, other than the content of electronic communications, of

46 the user, if the executor, administrator or personal representative

47 gives the custodian:

- 48 (a) a written request for disclosure in physical or electronic form;
- 49 (b) a copy of the death certificate of the user;
- 50 (c) a certified copy of the letter of appointment of the executor,
- 51 administrator, or personal representative or a small-estate affidavit or
- 52 court order; and
- 53 (d) if requested by the custodian:

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1 (1) a number, username, address, or other unique subscriber or account
2 identifier assigned by the custodian to identify the user's account;

3 (2) evidence linking the account to the user;

4 (3) an affidavit stating that disclosure of the user's digital assets
5 is reasonably necessary for administration of the estate; or

6 (4) a finding by the court that:

7 (A) the user had a specific account with the custodian, identifiable
8 by the information specified in subparagraph (1); or

9 (B) disclosure of the user's digital assets is reasonably necessary
10 for administration of the estate.

11 § 13-A-3.3 Disclosure of content of electronic communications of princi-
12 pal

13 To the extent a power of attorney expressly grants an agent authority
14 over the content of electronic communications sent or received by the
15 principal and unless directed otherwise by the principal or the court, a
16 custodian shall disclose to the agent the content if the agent gives the
17 custodian:

18 (a) a written request for disclosure in physical or electronic form;

19 (b) a copy of the power of attorney expressly granting the agent
20 authority over the content of electronic communications of the princi-
21 pal;

22 (c) an affidavit in which the affiant attests that the copy is an
23 accurate copy of the original power of attorney and that, to the best of
24 the affiant's knowledge, the power remains in effect; and

25 (d) if requested by the custodian:

26 (1) a number, username, address, or other unique subscriber or account
27 identifier assigned by the custodian to identify the principal's
28 account; or

29 (2) evidence linking the account to the principal.

30 § 13-A-3.4 Disclosure of other digital assets of principal

31 Unless otherwise ordered by the court, directed by the principal, or
32 provided by a power of attorney, a custodian shall disclose to an agent
33 with specific authority over digital assets or general authority to act
34 on behalf of a principal a catalogue of electronic communications sent
35 or received by the principal and digital assets, other than the content
36 of electronic communications, of the principal if the agent gives the
37 custodian:

38 (a) a written request for disclosure in physical or electronic form;

39 (b) a copy of the power of attorney that gives the agent specific
40 authority over digital assets or general authority to act on behalf of
41 the principal;

42 (c) an affidavit in which the affiant attests that the copy is an
43 accurate copy of the original power of attorney and that, to the best of
44 the affiant's knowledge, the power remains in effect; and

45 (d) if requested by the custodian:

46 (1) a number, username, address, or other unique subscriber or account
47 identifier assigned by the custodian to identify the principal's
48 account; or

49 (2) evidence linking the account to the principal.

50 § 13-A-3.5 Disclosure of digital assets held in trust when trustee is
51 original user

52 Unless otherwise ordered by the court or provided in a trust, a custo-
53 dian shall disclose to a trustee that is an original user of an account
54 any digital asset of the account held in trust, including a catalogue of
55 electronic communications of the trustee and the content of electronic
56 communications.

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§ 13-A-3.6 Disclosure of contents of electronic communications held in trust when trustee not original user

Unless otherwise ordered by the court, directed by the user, or provided in a trust, a custodian shall disclose to a trustee that is not an original user of an account the content of an electronic communication sent or received by an original or successor user and carried, maintained, processed, received, or stored by the custodian in the account of the trust if the trustee gives the custodian:

(a) a written request for disclosure in physical or electronic form;

(b) a copy of the trust instrument that includes consent to disclosure of the content of electronic communications to the trustee;

(c) a certification by the trustee, under penalty of perjury, that the trust exists and the trustee is a currently acting trustee of the trust; and

(d) if requested by the custodian:

(1) a number, username, address, or other unique subscriber or account identifier assigned by the custodian to identify the trust's account; or

(2) evidence linking the account to the trust.

§ 13-A-3.7 Disclosure of other digital assets held in trust when trustee not original user

Unless otherwise ordered by the court, directed by the user, or provided in a trust, a custodian shall disclose, to a trustee that is not an original user of an account, a catalogue of electronic communications sent or received by an original or successor user and stored, carried, or maintained by the custodian in an account of the trust and any digital assets, other than the content of electronic communications, in which the trust has a right or interest if the trustee gives the custodian:

(a) a written request for disclosure in physical or electronic form;

(b) a copy of the trust instrument;

(c) a certification by the trustee, under penalty of perjury, that the trust exists and the trustee is a currently acting trustee of the trust; and

(d) if requested by the custodian:

(1) a number, username, address, or other unique subscriber or account identifier assigned by the custodian to identify the trust's account; or

(2) evidence linking the account to the trust.

§ 13-A-3.8 Disclosure of digital assets to guardian of ward

(a) After an opportunity for a hearing concerning the appointment or authority of a guardian, the court may grant a guardian access to the digital assets of a ward.

(b) Unless otherwise ordered by the court or directed by the user, a custodian shall disclose to a guardian the catalogue of electronic communications sent or received by a ward and any digital assets, other than the content of electronic communications, in which the ward has a right or interest if the ward gives the custodian:

(1) a written request for disclosure in physical or electronic form;

(2) a certified copy of the court order that gives the guardian authority over the digital assets of the ward; and

(3) if requested by the custodian:

(A) a number, username, address, or other unique subscriber or account identifier assigned by the custodian to identify the account of the ward; or

(B) evidence linking the account to the ward.

(c) A guardian with general authority to manage the assets of a ward may request a custodian of the digital assets of the ward to suspend or

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1 terminate an account of the ward for good cause. A request made under
2 this section must be accompanied by a certified copy of the court order
3 giving the guardian authority over the ward's property.

4 PART 4. FIDUCIARY DUTY AND AUTHORITY, COMPLIANCE AND IMMUNITY
5 § 13-A-4.1 Fiduciary duty and authority

6 (a) The legal duties imposed on a fiduciary charged with managing
7 tangible property apply to the management of digital assets, including:

- 8 (1) the duty of care;
9 (2) the duty of loyalty; and
10 (3) the duty of confidentiality.

11 (b) A fiduciary's or designated recipient's authority with respect to
12 a digital asset of a user:

13 (1) except as otherwise provided in section 13-A-2.2, is subject to
14 the applicable terms of service;

15 (2) is subject to other applicable law, including copyright law;

16 (3) in the case of a fiduciary, is limited by the scope of the
17 fiduciary's duties; and

18 (4) may not be used to impersonate the user.

19 (c) A fiduciary with authority over the property of a decedent, ward,
20 principal, or settlor has the right to access any digital asset in which
21 the decedent, ward, principal, or settlor had a right or interest and
22 that is not held by a custodian or subject to a terms-of-service agree-
23 ment.

24 (d) A fiduciary acting within the scope of the fiduciary's duties is
25 an authorized user of the property of the decedent, ward, principal, or
26 settlor for the purpose of applicable computer-fraud and unauthorized-
27 computer-access laws, including this state's law on unauthorized comput-
28 er access.

29 (e) A fiduciary with authority over the tangible, personal property of
30 a decedent, ward, principal, or settlor;

31 (1) has the right to access the property and any digital asset stored
32 in it; and

33 (2) is an authorized user for the purpose of computer-fraud and unau-
34 thorized-computer-access laws, including this state's law on unauthor-
35 ized computer access.

36 (f) A custodian may disclose information in an account to a fiduciary
37 of the user when the information is required to terminate an account
38 used to access digital assets licensed to the user.

39 (g) A fiduciary of a user may request a custodian to terminate the
40 user's account. A request for termination must be in writing, in either
41 physical or electronic form, and accompanied by:

42 (1) if the user is deceased, a copy of the death certificate of the
43 user;

44 (2) a certified copy of the letter of appointment of the executor,
45 administrator, or personal representative or a small-estate affidavit or
46 court order, power of attorney, or trust giving the fiduciary authority
47 over the account; and

48 (3) if requested by the custodian:

49 (A) a number, username, address, or other unique subscriber or account
50 identifier assigned by the custodian to identify the user's account;

51 (B) evidence linking the account to the user; or

52 (C) a finding by the court that the user had a specific account with
53 the custodian, identifiable by the information specified in item (A).

54 § 13-A-4.2 Custodian compliance and immunity

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1 (a) Not later than sixty days after receipt of the information
2 required under sections 13-A-3.1 through 13-A-4.1, a custodian shall
3 comply with a request under this article from a fiduciary or designated
4 recipient to disclose digital assets or terminate an account. If the
5 custodian fails to comply, the fiduciary or designated recipient may
6 apply to the court for an order directing compliance.

7 (b) An order under paragraph (a) directing compliance must contain a
8 finding that compliance is not in violation of 18 U.S.C. section 2702,
9 as amended.

10 (c) A custodian may notify the user that a request for disclosure or
11 to terminate an account was made under this article.

12 (d) A custodian may deny a request under this article from a fiduciary
13 or designated recipient for disclosure of digital assets or to terminate
14 an account if the custodian is aware of any lawful access to the account
15 following the receipt of the fiduciary's request.

16 (e) This article does not limit a custodian's ability to obtain or
17 require a fiduciary or designated recipient requesting disclosure or
18 termination under this article to obtain a court order which:

19 (1) specifies that an account belongs to the ward or principal;

20 (2) specifies that there is sufficient consent from the ward or prin-
21 cipal to support the requested disclosure; and

22 (3) contains a finding required by law other than this article.

23 (f) A custodian and its officers, employees, and agents are immune
24 from liability for an act or omission done in good faith in compliance
25 with this article.

26 PART 5. MISCELLANEOUS PROVISIONS

27 § 13-A-5.1 Relation to electronic signature in global and national 28 commerce act

29 This article modifies, limits, or supersedes the Electronic Signatures
30 in Global and National Commerce Act, 15 U.S.C. section 7001 et seq., but
31 does not modify, limit, or supersede section 101(c) of such act, 15
32 U.S.C. section 7001(c), or authorize electronic delivery of any of the
33 notices described in section 103(b) of such act, 15 U.S.C. section
34 7003(b).

35 § 13-A-5.2 Severability

36 If any provision of this article or its application to any person or
37 circumstance is held invalid, the invalidity does not affect other
38 provisions or applications of this article which can be given effect
39 without the invalid provision or application, and to this end the
40 provisions of this article are severable.

41 § 2. This act shall take effect immediately.

At a Surrogate's Court, held in and for the County of
New York, at 31 Chambers Street, New York, New York,
on the _____ day of July, 2015.

PRESENT:

Hon. _____, Surrogate.

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In the Matter of the Application of Jingyu Lian, as
Administrator of the Estate of

ORDER TO ATTEND AND
BE EXAMINED AND TO
DELIVER INFORMATION

ZHONG ZHUANG,
a/k/a JOHN ZHUANG,

File No. 2015-349/____

Deceased,

for Discovery of Property Withheld and Turnover of
Assets Pursuant to SCPA §§ 2103 & 2104.
-----X

Upon reading and filing the Petition of Jingyu Lian, as Administrator of the Estate of Zhong Zhuang, a/k/a John Zhuang, duly verified on June 26, 2015, setting forth facts tending to show that (1) Yuwen Zhang, a/k/a Alice Zhang and (2) Yucheng Zhang, a/k/a James Zhang (the "Respondents") have knowledge or information concerning property in which the Decedent's Estate has or may have an interest and refuse or decline to impart knowledge or information each may have concerning the same and/or refuse to disclose any other facts that will aid the Petitioner in making discovery of such property and requesting an inquiry respecting such and that the Respondents be ordered to attend the inquiry and be examined accordingly, and to deliver such property and documents, within their control, and the Court being satisfied, on the papers so presented that reasonable grounds exist for the inquiry,

NOW, on motion of Thomas Sciacca, Esq., counsel for the Petitioner herein, it is hereby

ORDERED, that the Respondents herein are cited to SHOW CAUSE before the Surrogate's Court of New York County, located at 31 Chambers Street, Room _____, New York, New York, on the _____ day of _____, 2015 at ten o'clock in the forenoon of that day, why, pursuant to Surrogate's Court Procedure Act §§ 2103-2104, this Court should not:

- A. direct Yuwen Zhang, a/k/a Alice Zhang and Yucheng Zhang, a/k/a James Zhang, to produce document discovery relevant to the Decedent's businesses interests and personal accounts;
- B. direct Yuwen Zhang, a/k/a Alice Zhang and Yucheng Zhang, a/k/a James Zhang, to appear for an examination before trial at a subsequent date and location in New York County agreed upon at the return date of process in this matter;
- C. direct Yuwen Zhang, a/k/a Alice Zhang and Yucheng Zhang, a/k/a James Zhang, to surrender all assets belonging to the Decedent's Estate;
- D. enter a judgment against Yuwen Zhang, a/k/a Alice Zhang and Yucheng Zhang, a/k/a James Zhang, for any assets belonging to the Decedent's Estate that they are unable to return; and
- E. grant Petitioner such further additional relief as this Court deems just and proper;

and it is further

ORDERED, that Respondents shall produce the documents described in Schedule A to this Order at the Courthouse at the time and date specified above, and be prepared to surrender photocopies of same to the Petitioner or to her counsel; and it is further

ORDERED, that an inquiry respecting the matters set forth in the Petition herein be held at a future time and date to be determined by the Court, within the County, City, and State of New York, and that Respondents attend such inquiry and be examined accordingly; and it is further

ORDERED, that personal service of an attorney-certified copy of this Order, together with the papers on which it was granted and the statutory witness fee upon each of the Respondents shall be made on or before _____, 2015; and it is further

ORDERED, that service by certified mail, return receipt requested of an attorney-certified copy of this Order, together with the papers on which it was granted, shall be made upon each of the following on or before _____:

- a. JAZ Collection, LLC, 24 Logans Way – Ste. A8, Hopewell Junction, NY 12533, and
- b. FoodGem, Inc., 1521 Concord Pike – Ste. 301, Wilmington, DE 12533;

and it is further

ORDERED that service in compliance with the provisions above shall be deemed good and sufficient service.

SCHEDULE A

A. Definitions:

1. "Document" means any paper or writing and any other item or material upon which information is contained or stored or from which information can be produced, however recorded or reproduced, including all nonidentical drafts, copies or counterparts. The term "Documents" includes, but is not limited to, letters, telexes, telegrams, cables, agreements, contracts, schedules, minutes, work sheets, work papers and summaries; all notes, memoranda and other written records or recordings of any conferences; notes; securities deeds, financial statements, tax records and all other financial and statistical records, data, analyses and surveys; transcripts of testimony, statements and interviews, affidavits, press releases, memoranda, drafts, memo pads, notes, reports, records, intra-office communications, files, electronic data processing cards, audio and video tapes and cassettes, print-outs, tables, compilations, graphs, catalogues, photographs, diaries, calendars, drawings, data reports, printed matter, books, brochures, advertisements, circulars, mailings and publications.

2. To "relate to" or "relating" means to evidence, embody, record, refer to, concern, reflect, or in any way involve or otherwise implicate the subject matter of a request.

3. *Identify (With Respect to Persons).* When referring to a person, "to identify" means to give, to the extent known, the person's full name, present or last known address, and when referring to a natural person, additionally, the present or last known place of employment. Once a person has been identified, only the name of that person needs to be listed in response to subsequent discovery requesting the identification of that person.

4. *Identify (With Respect to Documents)*. When referring to documents, "to identify" means to annex a copy of the document. If not contained in the document, then state the following information in addition to annexing a copy of the document:

- a. Type of document
- b. General subject matter
- c. Date of the document; and
- d. Author(s), addressee(s) and recipient(s)

If unable to annex a copy of the document, state the reason the Petitioner cannot do so, its present location and custodian, the date the document was produced, and its recipient(s). *Parties*. The terms "Petitioner" and "Respondent" as well as the party's full or abbreviated name or pronoun referring to a party means the party and, where applicable, its officers, directors, employees, partners, corporate parent, subsidiaries or affiliates. The definition is not intended to impose a discovery obligation on any person who is not a party to the litigation.

5. *Person*. The term "person" is defined as any natural person or any business, legal or governmental entity or association.

6. *Concerning*. The term "concerning" means concerning, referring to, describing, evidencing or constituting.

7. *All/Each*. The terms "all" and "each" shall be construed as "all" and "each".

8. *And/Or*. The connectives "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring into the scope of discovery request all responses that might otherwise be construed to be outside of its scope.

9. *Number*. The use of the singular form of any word includes the plural and vice versa.

10. "Petitioner" means Jingyu Lian.

11. "Respondents" means Yuwen Zhang a/k/a/ Alice Zhang, and Yucheng Zhang a/k/a James Zhang

12. "Decedent" means Zhong Zhuang, a/k/a John Zhuang

B. Instructions

13. If any request is objected to or if Respondents intend to withhold production of any Document hereby called for on any grounds including any asserted privileges:

a) Set forth fully each objection or privilege, stating the facts upon which you rely as the basis for the objection or privilege;

b) State the date, source, author and addressee of each and every Document as to which a privilege or other objection to production is raised;

c) Produce Documents responsive to request to the extent not objected to on grounds of privilege or otherwise.

14. If you claim that any Document requested is subject to privilege, or if any other objection is asserted to avoid production, please provide all Documents responsive to the request to the extent not privileged or objected to and comply with Instruction No.1 as to the remainder of the request.

15. The discovery called for herein, unless otherwise specified, seeks documents in existence at any time from **October, 2010** to the date of your production of documents responsive to this request. This notice to produce shall be construed as a continuing demand. In the event relevant documents become available after the date of the response, you are required to produce such documents.

REQUESTS FOR DOCUMENTS

A. In respect of JAZ Collections LLC ("JAZ"), identify the following:

1. All Profit and Loss Statements and Balance Sheets.
2. Federal and State Tax Returns and/or work papers and all correspondence with accountants.
3. Any and all bank accounts and all bank statements for the period January 1, 2014 - December 31, 2015.
4. All invoices/purchase orders through June 15, 2015.
5. All employment agreements.
6. JAZ's payroll.
7. Identify all documents relating to the following outgoing transfers from JAZ acct. No. 000000940006323 to acct. No. XXXXXXXX5149:
 - a) 01/16/2015: Online Transfer, Transaction#: 4392595288 (\$34,000.00)
 - b) 01/20/2015: Online Transfer, Transaction#: 34397138601 (\$11,500.00)
 - c) 01/22/2015: Online Transfer, Transaction#: 4400824725 (\$2,000.00)
 - d) 01/22/2015: Online Transfer, Transaction#: 1100825394 (\$1,000.00)
 - e) 02/03/2015: Online Transfer, Transaction#: 4426544869 (\$2,900.00)
 - f) 03/25/2015: Online Transfer, Transaction#: 4526261458 (\$100,00.00)
8. Identify all documents relating to the transfer of \$10,000.00, on January 20, 2015, from acct. No. 982455123 to JAZ acct. No. 000000940006323 (Transaction# 4397134425).
9. Identify all signature cards relating to acct. No. 982455123.
10. Identify all documents relating to the transfer of \$25,376.83, on 01/15/2015 from JAZ acct. No. 000000940006323 to New York University Acc. No. 622022 (Web ID: 5135562308).

B. In respect of FoodGem, Inc. ("FoodGem") identify the following:

11. Profit and Loss Statements and Balance Sheets
12. Federal and State Tax Returns and/or work papers and all correspondence with FoodGem's accountants for years 2013-2015.
13. Any and all bank accounts and all bank statements for the period January 1, 2014 - December 31, 2015.
14. All invoices/purchase orders through June 22, 2015.
15. All employment agreements.
16. FoodGem's payroll.
17. Identify all documents relating to the following transfers from FoodGem acct. No. 000000650760072:
 - a) 01/20/2015: Chase Quickpay Transfer 4397402372 "to James Zhang" (\$2,000.00);
 - b) 01/21/2015: Chase Quickpay Transfer 4399769370 "to James Zhang" (\$1,600.00);
 - c) 01/21/2015: Chase Quickpay Transfer 4399771803 "to James Zhang" (\$1,200.00);
 - d) 02/02/2015 Chase Quickpay Electronic Transfer "to Hassanahmad," Transaction # #4423831868 (\$2,725.00)
 - e) 02/17/2015: Online Transfer "to Mma ...0880," Transaction#: 4449302346 (\$76,000.00)
 - f) 02/17/2015: Online Transfer "to Mma ...0880," Transaction#: 4449302720 (\$1,000.00)
 - g) 02/23/2015: Online Transfer "to Mma ...0880," Transaction#: 4462486168 (\$2,000.00)

C. In respect of JAZNYC, identify the following:

18. All Profit and Loss Statements and Balance Sheets.

19. Federal and State Tax Returns and/or work papers and all correspondence with accountants.

20. Any and all bank accounts and all bank statements for the period January 1, 2014 - December 31, 2015.

21. All invoices/purchase orders through June 22, 2015.

22. All employment agreements.

23. JAZNYC's payroll.

D. In respect of Bijoux Jungle, identify the following:

24. All Profit and Loss Statements and Balance Sheets.

25. Federal and State Tax Returns and/or work papers and all correspondence with accountants.

26. Any and all bank accounts and all bank statements for the period January 1, 2014 - December 31, 2015.

27. All invoices/purchase orders through June 22, 2015.

28. All employment agreements.

29. Bijoux Jungle's payroll.

State of New York
New York County Surrogate's Court
31 Chambers Street
New York, NY 10007
(646)386-5000

Receipt# 248659
July 13, 2015 02:54 PM

RE: FileName - Zhong Zhuang
File # 2015-349/B

	*** FEES OWED ***	
1 Discovery		\$75.00
	*** PAYMENTS ***	
Credit Card		\$75.00
	*** TOTALS ***	
Total Due		\$75.00
Total Tendered		\$75.00

Received of: Thomas Sciacca
Comment:
Operator pkearney

NEW YORK SURROGATE C
31 CHAMBERS ST ROOM 303
NEW YORK SURROGATE COURT
NEW YORK, NY 10007
646-386-5352

Merchant ID: 8023100228
Term ID: 0054070008023100228000

Sale

XXXXXXXXXXXX3553

VISA

Entry Method: Swiped

Amount: \$ 75.00

Tax: \$ 0.00

Total: \$ 75.00

07/13/15

14:48:08

Inv #: 000011

Appr Code: 04264G

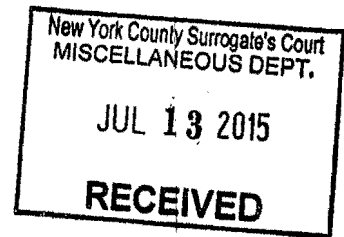
Apprvd: Online

Cust #: 744

Customer Copy

646.386.5352

SCIACCA 000010



SURROGATE'S COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

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In the Matter of the Application of Jingyu Lian, as
Administrator of the Estate of

VERIFIED PETITION

ZHONG ZHUANG,
a/k/a JOHN ZHUANG,

File No. 2015-349/____

Deceased,

for Discovery of Property Withheld and Turnover of
Assets Pursuant to SCPA §§ 2103 & 2104.
-----x

To the Surrogate's Court, County of New York:

The Petition of Jingyu Lian,¹ also known as Jenny Lian, appearing by her attorneys
herein, respectfully alleges as follows:

SUMMARY OF PLEADING

1. Pursuant to an Order of this Court dated on or about February 9, 2015, I am the Administrator of the Estate of my son, Zhong Zhuang, a/k/a John Zhuang. My Letters of Administration remain in full force and effect.
2. I bring this Petition to gather information concerning two companies my son formed during his lifetime. Upon information and belief, either the entire (or a significant portion) of the equities of each of these companies are properly payable to his Estate. It is entirely possible that my son owned an interest in two additional companies as well.
3. I have attempted to contact my son's girlfriend, Yuwen Zhang, a/k/a Alice Zhang, who was intimately involved in the running of these businesses. She has not responded to any of my queries, including correspondence from my attorney.

¹ The Court previously incorrectly listed my name as Lian Jingyu on Letters of Administration. Upon information and belief, the Court corrected this in its computer systems on June 24, 2015.

4. Moreover, I have reason to believe Ms. Zhang has converted the assets of these companies to her own use. I notice that some person – presumably she – withdrew approximately \$10,000.00 from my son's personal account four days after the date of his death, and I further note that over \$50,000.00 has been transferred out of a bank account for a corporation owned 100% by my son after his date of death into a bank account I believe to be maintained by Ms. Zhang for her personal use. Moreover, I note that there have been over \$80,000.00 in post-death withdrawals from another corporate account where my son owned half of the stock – these withdrawals seem to be for the benefit of Ms. Zhang's brother, Yucheng Zhang, a/k/a James Zhang, and not for any legitimate business purpose.
5. I respectfully request an Order of this Court allowing me to receive documents from (1) Yuwen Zhang, a/k/a Alice Zhang and (2) Yucheng Zhang, a/k/a James Zhang, relating to my son's ownership interest in these companies, and take their examinations before trial at a time and place to be determined at the return date herein. I further ask that this Court direct them to respond to document discovery demands in advance of those examinations. I further request an Order of this Court directing them to surrender any Estate assets in their possession.
6. Finally, my Letters of Administration are limited to the collection of assets totaling \$9,900.00. Should this Court direct turnover of assets in excess of this amount, I request that the Court modify my Letters of Administration allowing me to receive same. I am prepared to pay any additional filing fee owing to the Court at that juncture.

DECEDENT & PETITIONER

7. I am the Administrator of the Estate of my son, Zhong Zhuang, a/k/a John Zhuang. I am domiciled at 24 Logans Way, Hopewell Junction, New York 12533. My telephone number is (845) 926-8187. I annex a copy of my son's death certificate hereto as Exhibit A², and a photocopy of my Letters of Administration hereto as Exhibit B.
8. My Letters of Administration remain in full force and effect.

NEED FOR DISCOVERY AND TURNOVER

9. At the time of his death, my son owned an ownership interest in two companies, more particularly described as follows:
- a. JAZ Collection, LLC is a New York State limited liability company that is a jewelry retailer. My son formed this corporation himself and is its sole member. I annex a copy of its Operating Agreement hereto as Exhibit C.³
 - b. FoodGem, Inc. is a Delaware corporation incorporated by my son in which he and Ms. Zhang are each fifty percent shareholders. FoodGem, Inc. is a food delivery business. I annex a copy of the bylaws hereto as Exhibit D.⁴
10. I annex copies of the bank statements for JAZ Collection, LLC from January 1, 2014 through March 31, 2015 hereto as Exhibit E. Upon information and belief, both my son and Ms. Zhang had signatory authority over this account.

² Pursuant to 22 NYCRR § 207.64(2), and to protect the privacy of this family, attached is a redacted death certificate. This Court is already in possession of an unredacted copy incident to the administration proceeding herein.

³ I have been unable to locate other documents related to this business, but I anticipate that I will receive them as part of the discovery portion of this proceeding.

⁴ I have been unable to locate other documents related to this business, but I anticipate that I will receive them as part of the discovery portion of this proceeding.

11. I annex copies of the bank statements for FoodGem, Inc. from October 3, 2014 through March 31, 2015 hereto as Exhibit F. Upon information and belief, both my son and Ms. Zhang had signatory authority over this account.

12. I annex copies of my son's personal checking account at Chase, upon which he was the sole signatory (Exhibit G). I received these statements from Chase as Administrator of his Estate.

13. In reviewing these accounts, I learned as follows:

- a. On January 20, 2015 (four days after my son died), \$10,000.00 was transferred from his personal account and transferred into Ms. Zhang's personal account at Chase.
- b. On January 15, 2015 (the day before my son died), \$25,374.83 was debited from the JAZ Collection, LLC account to pay the tuition for Ms. Zhang's brother, Yucheng Zhang, a/k/a James Zhuang, at New York University. Upon information and belief, my son did not authorize this transfer.
- c. Upon information and belief, within a one-month period commencing upon the date of my son's death, Ms. Zhang transferred \$51,400.00 from the JAZ Collection, LLC account into her own personal accounts. Ms. Zhang transferred over half of this amount on the date of my son's death – the death certificate indicates he was found dead at 2:20pm; Ms. Zhang transferred \$34,000.00 at 9:49pm.
- d. Upon information and belief, within a two-month period commencing upon the date of my son's death, Ms. Zhang (or someone acting on her behalf)

transferred \$83,800.00 from the FoodGem, Inc. account to the personal accounts of her brother, Yucheng Zhang, a/k/a James Zhang.

14. My attorneys have advised me that my son's interests in these two companies constitute assets payable to this Estate. I annex a Memorandum of Law hereto as Exhibit H. The Memorandum of Law provides more specific details with respect to the transfers described above.
15. In addition, I have reason to believe that my son owned interests in two additional businesses, known as JAZNYC and Bijoux Jungle. However, I am not currently in possession of any paperwork concerning same. Upon information and belief, Yuwen Zhang, a/k/a Alice Zhang, and Yucheng Zhang, a/k/a James Zhang are actively involved in the operation of these businesses, and are in possession of information and documents necessary for me to determine the extent of my son's interest in these companies, if any.
16. On May 15, 2015, my attorney sent Ms. Zhang a letter asking for information concerning to my son's Estate. As Ms. Zhang is a Chinese national and likely travels often, my counsel sent it by both Federal Express and by e-mail. I annex a copy of this letter hereto as Exhibit I. In his letter, counsel requested a response by May 28, 2015. To date, he has yet to receive any response from Ms. Zhang.
17. Upon information and belief, there are at least two potential creditors (investors) of these companies, to whom the companies and/or my son's Estate may owe funds. However, I have been unable to get any information from Ms. Zhang or Mr. Zhang concerning the books and records of the companies. Therefore, I cannot at this time ascertain the validity of such potential claims.

18. Therefore, I respectfully submit that I cannot fully investigate the assets and liabilities of this Estate without the intervention of this Court to direct Yuwen Zhang, a/k/a Alice Zhang, and Yucheng Zhang, a/k/a James Zhang, to provide me with document discovery and submit to an examination before trial herein.
19. As these examinations will likely cover extensive business and bank transactions, my attorneys would like to prepare before taking same. Therefore, I respectfully request that this Court sign the attached Order to Attend and direct the Respondents to provide me with document discovery at the return date of the trial, to be followed up by formal examinations before trial at a date and time within the County of New York to be agreed upon at the return date in this matter.

INTERESTED PARTIES

20. Aside from myself, the following persons are interested parties in this matter:

- a. Yuwen Zhang, a/k/a Alice Zhang, residing at 300 East 40th Street #9G, New York, NY 10016.
- b. Yucheng Zhang, a/k/a James Zhang, residing at 270 1st Avenue #8D, New York, NY 10008.
- c. JAZ Collection, LLC, maintaining a principal place of business at 24 Logans Way – Ste. A8, Hopewell Junction, NY 12533. Please note – this is my address, which my son used when forming the company.
- d. FoodGem, Inc., maintaining a principal place of business at 1521 Concord Pike – Ste. 301, Wilmington, DE 12533.

21. Upon information and belief, no party is under any disability.

NO PRIOR RELIEF


22. I have not applied to this Court, or any other Court of competent jurisdiction, for the relief requested in this Petition.

23. However, simultaneously with this Petition, I am filing a Petition for discovery to gain access to my son's Google accounts, as Google has informed me that they will not grant me access to this information absent a Court Order. Upon information and belief, this resource will contain relevant information concerning the assets of his Estate.

WHEREFORE, I respectfully request an Order and/or Decree of this Court:

- A. directing Yuwen Zhang, a/k/a Alice Zhang and Yucheng Zhang, a/k/a James Zhang, to produce document discovery relevant to the businesses and my son's personal accounts;
- B. directing Yuwen Zhang, a/k/a Alice Zhang and Yucheng Zhang, a/k/a James Zhang, to appear for an examination before trial at a subsequent date and location in New York County agreed upon at the return date of process in this matter;
- C. directing Yuwen Zhang, a/k/a Alice Zhang and Yucheng Zhang, a/k/a James Zhang, to surrender all assets belonging to my son's Estate;
- D. entering a judgment against Yuwen Zhang, a/k/a Alice Zhang and Yucheng Zhang, a/k/a James Zhang, for any assets belonging to my son's Estate that they are unable to return; and
- E. granting me such further additional relief as this Court deems just and proper.

Dated: New York, New York
June 26, 2015



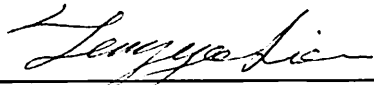
Jingyu Lian

Petitioner's Counsel:
Law Offices of Thomas Sciacca, PLLC
44 Wall Street – Fl. 10
New York, NY 10005
(212) 495-0317
(646) 349-5795 fax
tom@sciaccalaw.com

VERIFICATION

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

Jingyu Lian, being duly sworn, deposes and says: I am the Petitioner in the within action, I have read the foregoing Petition and know the contents thereof; the same is true as to my own knowledge, except as to matters therein stated to be alleged upon information and belief; and, as to those matters, I believe them to be true.



Jingyu Lian

Sworn to before me this
26 day of June, 2015.



Notary Public

THOMAS SCIACCA
Notary Public, State of New York
No. 01SC8102957
Qualified in New York County
Commission Expires Dec. 15, 2015

THE CITY OF NEW YORK

VITAL RECORDS CERTIFICATE

DATE FILED THE CITY OF NEW YORK - DEPARTMENT OF HEALTH AND MENTAL HYGIENE

NEW YORK CITY
DEPARTMENT OF HEALTH
AND MENTAL HYGIENE
JANUARY 20, 2015 04:31 PM

CERTIFICATE OF DEATH

Certificate No. 156-15-002766

1. DECEDENT'S LEGAL NAME **Zhong Zhuang**
(First, Middle, Last)

MEDICAL CERTIFICATE OF DEATH (To be filled in by the OCME)	Place of Death	2a. New York City 2b. Borough Manhattan	2c. Name of hospital or other facility (if not facility, street address) 270 1st Ave, New York, New York 10009			
	Date and Time of Death or Found Dead	3a. (Month) January	(Day) 16	(Year-yyyy) 2015	3b. Time 02:20	4. Sex Male
CAUSE OF DEATH (To be filled in by the OCME)	PART I		6. Immediate cause			
	PART II		7. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I. Include operation information.			
PERSONAL PARTICULARS (To be filled in by Funeral Director or, in case of City Burial, by OCME)	7a. Injury Date (mm dd yyyy)		7b. Time	7c. At Work		10. On the basis of examination and/or investigation, in my opinion, death occurred due to the causes and manner stated: Certifier Signature <u>Lindsay Simon</u> Certifier Name (Print) <u>Lindsay Simon</u> (Medical Investigator) (Deputy Coroner) (Chief) (Medical Examiner) D.O. M.D. Date JAN-17-2015 Medical Examiner
	11a. Usual Residence State New York		11b. County New York	11c. City or Town New York	11d. Street and Number 300 East 40 Street 9G	
PERSONAL PARTICULARS (To be filled in by Funeral Director or, in case of City Burial, by OCME)	12. Date of Birth (Month) (Day) (Year-yyyy) March 12 1990		13. Age at last birthday (years) 24		14. Social Security No.	
	15a. Usual Occupation (Type of work done during most of working life) Self Employed		15b. Kind of business or industry Various		16. Aliases or AKAs *** **	
PERSONAL PARTICULARS (To be filled in by Funeral Director or, in case of City Burial, by OCME)	17. Birthplace (City & State or Foreign Country)		18. Education (Check the box that best describes the highest degree or level of school completed at the time of death)			
	19. Ever in U.S. Armed Forces? 1 Yes 2 No		20. Marital/Partnership Status at time of death 1 Married 2 Domestic Partnership 3 Divorced 4 Married, but separated 5 Never Married 6 Widowed 7 Other, Specify		21. Surviving Spouse's/Partner's Name (If wife, name prior to first marriage) (First, Middle, Last) *** **	
PERSONAL PARTICULARS (To be filled in by Funeral Director or, in case of City Burial, by OCME)	22. Father's Name (First, Middle, Last)		23. Mother's Maiden Name (Prior to first marriage) (First, Middle, Last)		24. Address (Street and Number Apt. No. City & State ZIP Code)	
	24a. Informant's Name		24b. Relationship to Decedent Father		25a. Method of Disposition 1 Burial 2 Cremation 3 Entombment 4 City Cemetery 5 Other Specify	
PERSONAL PARTICULARS (To be filled in by Funeral Director or, in case of City Burial, by OCME)	25b. Location of Disposition (City & State or Foreign Country) Poughkeepsie, New York		25c. Date of Disposition mm dd yyyy 01 26 2015		26a. Funeral Establishment Majestic Funeral Services	
	26b. Address (Street and Number City & State ZIP Code) 189-06 Liberty Avenue, St. Albans, New York 11412		Resident Address-Street Number- formerly 24; approved by Deputy City Registrar J. Barnswell on Feb-09-2015; Resident Address-Street Name- formerly Logans Way; approved by Deputy City Registrar J. Barnswell on Feb-09-2015; Resident Address-Apartment Number- formerly blank; approved by Deputy City Registrar J. Barnswell on Feb-09-2015; Resident Address-City- formerly Hopewell Junction; approved by Deputy City Registrar J. Barnswell on Feb-09-2015; Resident Address-Zip Code- formerly 12533; approved by Deputy City Registrar J. Barnswell on Feb-09-2015; Resident Address-County- formerly Dutchess; approved by Deputy City Registrar J. Barnswell on Feb-09-2015; Injury-Date/Time of Injury- formerly JAN-16-2015 12:00 AM; approved by Deputy City Registrar J. Barnswell on Feb-24-2015; Injury-Time of Injury- formerly 12:00 AM; approved by Deputy City Registrar J. Barnswell on Feb-24-2015;			

This is to certify that the foregoing is a true copy of a record on file in the Department of Health and Mental Hygiene. The Department of Health and Mental Hygiene does not certify to the truth of the statements made thereon, as no inquiry as to the facts has been provided by law.

Do not accept this transcript unless it bears the security features listed on the back. Reproduction or alteration of this transcript is prohibited by §3.19(b) of the New York City Health Code if the purpose is the evasion or violation of any provision of the Health Code or any other law.

Steven P. Schwartz
Steven P. Schwartz, Ph.D., City Registrar



June 25, 2015

SCIACCA 000021



C20 (Rev. 1/07)

Certificate# 159547

**Surrogate's Court of the State of New York
New York County**

File#: 2015-349

Certificate of Appointment of Administrator

To all to whom these presents shall come or may concern,

That we, having inspected the records of our Surrogate's Court in and for the County of New York, do find that on February 9, 2015 by said court, LETTERS OF ADMINISTRATION on the goods, chattels and credits of Zhong Zhuang, deceased, late of the County of New York were granted unto the fiduciaries listed below.

Name of Decedent: Zhong Zhuang
aka John Zhuang

Date of Death: January 16, 2015

Domicile: County of New York

Fiduciary Appointed: Jingyu Lian

Letters Issued: LETTERS OF ADMINISTRATION

Letters Issued On: February 9, 2015

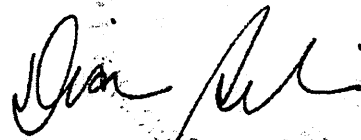
Limitations: These letters authorize the collection only of a total of \$9,900.00 dollars. Any collection above the amount must be authorized by further order of the Surrogate. These letters with respect to the cause of action are limited to the power to prosecute and confer no power to compromise the action, collect any settlement or enforce any judgement until further order of this court, or the order of any court of competent jurisdiction (EPTL 5-4.6).

and such Letters are unrevoked and in full force as of this date.

Dated: June 26, 2015
New York, New York

IN TESTIMONY WHEREOF, the seal of the New York County Surrogate's Court has been affixed.

WITNESS, Honorable Nora S Anderson, Judge of the New York County Surrogate's Court.



**Diana Sanabria, Chief Clerk
New York County Surrogate's Court**

*This Certificate is Not Valid Without the Raised Seal of the New York County Surrogate's Court
and expires six months from the issue date of this certificate.*

SCIACCA 000024

Exhibit C

Operating Agreement for JAZ Collection LLC
24 Logans Way Suite A8, Hopewell Junction, NY 12533
A New York Limited Liability Company

This **Operating Agreement** (the "**Agreement**") is made effective by and among and those Persons (the "Members") identified in Exhibit A.

In consideration of the mutual covenants and conditions herein, the Members agree as follows:

ARTICLE I

ORGANIZATION

1.1 Formation and Qualification. The Members have formed a limited liability company (the "Company") under the New York Limited Liability Company Act (currently Chapter 18 of Title 6 of the New York Code) (the "Act") by filing Articles of Organization with the New York Secretary of State.

1.2 Governing Law. This **Agreement** shall be governed by and construed and interpreted in accordance with the laws of the State of New York, including the New York Limited Liability Company Act, (the "Act") as amended from time to time, without regard to New York's conflicts of laws principles. The rights and liabilities of the Members shall be determined pursuant to the Act and this **Agreement**. To the extent that any provision of this **Agreement** is inconsistent with any provision of the Act, this **Agreement** shall govern to the extent permitted by the Act.

1.3 Name. The name of the Company shall be " **JAZ Collection LLC.**" The business of the Company may be conducted under that name or, on compliance with applicable laws, any other name that the Voting Members deem appropriate or advisable. The Voting Members on behalf of the Company shall file any certificates, articles, fictitious business name statements and the like, and any amendments and supplements thereto, as the voting Members consider appropriate or advisable.

1.4 Term. The term of the Company commenced on the filing of the Articles of Organization and shall be perpetual unless dissolved as provided in this **Agreement**.

1.5 Office and Agent. The principal office of the Company shall be at **24 Logans Way, Suite A8, Hopewell Junction, NY 12533.** The Company shall continuously maintain a registered agent in the State of New York as required by the Act. The registered agent shall be as stated in the Certificate or as otherwise determined by the Voting Members.

ARTICLE II

MEMBERSHIP INTERESTS, VOTING AND MANAGEMENT

Section 2.1 Initial Members. The initial Members of the Company are the Members who are identified in Exhibit A. **Zhong Zhuang** is the sole member of the LLC, owning 100%, and fully controls the company.

Section 2.2 Classification of Membership Interests. The Company shall issue Class A Voting Capital ("Voting Capital"), to the Voting Members (the "Voting Members"). The Voting Members shall have the right to vote upon all matters upon which Members have the right to vote under the Act or under this **Agreement**, in proportion to their respective Percentage Voting Interest ("Percentage Voting Interest") in the Company. The Percentage Voting Interest of a Voting Member shall be the percentage that is derived when the Member's Voting Capital account is divided by the total of all of the Voting Capital accounts.

The Company may issue Class B, Nonvoting Capital ("Nonvoting Capital"). Members may own interests in both Voting Capital and Nonvoting Capital. Members who own interests only in Nonvoting Capital ("Nonvoting Members") shall have no right to vote upon any matters. Notwithstanding, to the extent otherwise permitted by this **agreement**, a Nonvoting Member shall have the right to file or participate in a mediation or an arbitration action, and shall be bound by an amendment to this **agreement** only if he signs such amendment.

Section 2.3 Percentage Ownership and Voting Interests. A Member's Ownership Interest ("Ownership Interest") is the total of his interests in Voting Capital and Nonvoting Capital, together with all of the rights, as a Member or Manager of the Company, that arise from such interests. The Percentage Ownership Interest ("Percentage Ownership Interest") of a Member shall be calculated by adding together that Member's Voting Capital Account and Nonvoting Capital Account, and then dividing this sum by the total of all of the Member's Voting Capital and Nonvoting Capital Accounts.

The Members shall have the initial Ownership, Percentage Ownership and Percentage Voting Interests in the Company that are identified in Exhibit A, immediately following the making of the capital contributions set forth therein.

Section 2.4 Management by Voting Members. The Voting Members shall manage the Company and shall have the right to vote, in their capacity as Managers, upon all matters upon which Managers have the right to vote under the Act or under this **Agreement**, in proportion to their respective Percentage Voting Interests in the Company. Voting Members need not identify whether they are acting in their capacity as Members or Managers when they act.

The Nonvoting Members shall have no right to vote or otherwise participate in the management of the Company. No Nonvoting Member shall, without the prior written consent of all of the Voting Members, take any action on behalf of, or in the name of, the Company, or enter into any contract, **agreement**, commitment or obligation binding upon the Company, or perform any act in any way relating to the Company or the Company's assets.

Section 2.5 Voting. Except as otherwise provided or permitted by this **Agreement**, Voting Members shall in all cases, in their capacity as Members or Managers of the Company, act collectively, and, unless otherwise specified or permitted by this **Agreement**, unanimously. Except as otherwise provided or permitted by this **Agreement**, no Voting Member acting individually, in his capacity as a Member or Manager of the Company, shall have any power or authority to sign for, bind or act on behalf of the Company in any way, to pledge the

Company's credit, or to render the Company liable for any purpose.

Unless the context requires otherwise, in this **Agreement**, the terms "Member" or "Members," without the qualifiers "Voting" or "Nonvoting," refer to the Voting and Nonvoting Members collectively; and the terms "Manager" or "Managers" refers to the Voting Members.

Section 2.6 Liability of Members. All debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member.

Section 2.7 New Members. The Voting Members may issue additional Voting Capital or Nonvoting Capital and thereby admit a new Member or Members, as the case may be, to the Company, only if such new Member (i) is approved unanimously by the Voting Members; (ii) delivers to the Company his required capital contribution; (iii) agrees in writing to be bound by the terms of this **Agreement** by becoming a party hereto; and (iv) delivers such additional documentation as the Voting Members shall reasonably require to so admit such new Member to the Company.

Upon the admission of a new Member or Members, as the case may be, to the Company, the capital accounts of Members, and the calculations that are based on the capital accounts, shall be adjusted appropriately.

ARTICLE III CAPITAL

ACCOUNTS

3.1 Initial Capital Contributions. Each original Member to this **Agreement** shall make an initial Capital Contribution to the Company in accordance with Exhibit A, at the time of each Member's execution of this **Agreement**.

3.2 Capital Accounts. A separate capital account shall be maintained for each Member's ownership interest in Class A Voting Capital (the "Voting Capital Account") and Class B Nonvoting Capital (the "Nonvoting Capital Account").

The capital account of each Member shall be increased by (i) the amount of any cash and the fair market value of any property contributed to the Company by such Member (net of any liability secured by such contributed property that the Company is considered to assume or take subject to), (ii) the amount of income or profits allocated to such Member.

The capital account or accounts of each Member shall be reduced by (i) the amount of any cash and the fair market value of any property distributed to the Member by the Company (net of liabilities secured by such distributed property that the Member is considered to assume or take subject to on account of his ownership interest), (ii) the amount of expenses or loss allocated to the Member. If any property other than cash is distributed to a Member, the Capital Accounts of the Members shall be adjusted as if the property had instead been sold by the Company for a price equal to its fair market value and the proceeds distributed.

Guaranteed Payments ("Guaranteed Payments") for salary, wages, fees, payments on loans, rents, etc., may be made to the Members. Guaranteed Payments shall not be deemed to be distributions to the Members on account of their Ownership Interests, and shall not be charged to the Members' capital accounts.

No Member shall be obligated to restore any negative balance in his Capital Account. No Member shall be compensated for any positive balance in his Capital Account except as otherwise expressly provided herein. The foregoing provisions and the other provisions of this **Agreement** relating to the maintenance of Capital Accounts are intended to comply with the provisions of Regulations Section 1.704-1(b)(2) and shall be interpreted and applied in a manner consistent with such Regulations. The Members agree that the initial Capital Accounts of the Members on the date hereof are as set forth in Exhibit A.

3.3 Additional Contributions. If, at any time or times hereafter, the Voting Members shall determine that additional capital is required by the Company, the Voting Members shall determine the amount of such additional capital and the anticipated time such additional capital will be required; whether such additional capital shall be provided by the Members by way of additional Capital Contributions or by way of loans from Members; whether additional Capital Contributions, if any, shall be of in the form of Class A Voting Capital or Class B Nonvoting Capital. No Member shall be obligated, at any time, to guarantee or otherwise assume or become liable for any obligations of the Company or to make any additional Capital Contributions advances or loans to the Company, unless such obligations are specifically accepted and agreed to by such Member.

In the event that additional Class A Voting Capital is to be issued, the Voting Members who exist immediately prior to such issuance shall be provided written notice of this intent, and shall be offered in such notice the opportunity to make additional capital contributions in Class A Voting Capital in proportion to their respective Percentage Voting Interests; provided that this right, if not exercised within ninety (90) days after such notice is received, shall expire automatically, unless this period is extended by the Voting Members. Any loans or additional capital contributions shall be voluntary.

The capital accounts of the Members, and the calculations that are based on the capital accounts, shall be adjusted appropriately to reflect any transfer of an interest in the Company, distributions, or additional capital contributions.

ARTICLE IV

MANNER OF ACTING

4.1 Officers and Agents of the Company. The Voting Members may authorize any Member or Members of the Company, or other individuals or entities, whether or not a Member, to take action on behalf of the Company, as the Voting Members deem appropriate. Any Member may lend money to and receive loans from the Company, act as an employee, independent contractor, lessee, lessor, or surety of the company, and transact any business with the Company that could be carried out by someone who is not a Member; and the Company may receive from or pay to any Member remuneration, in the form of wages, salary, fees, rent, interest, or any form that the Voting Members deem appropriate.

The Voting Members may appoint officers of the Company who, to the extent provided by the Voting Members, may have and may exercise all the powers and authority of the Members or Managers in the conduct of the business and affairs of the Company. The officers of the Company may consist of a President, a Treasurer, a Secretary, or other officers or agents as may be elected or appointed by the Voting Members. The Voting Members may provide rules for the appointment, removal, supervision and compensation of such officers, the scope of their authority, and any other matters relevant to the positions. The officers shall act in the name of the Company and shall supervise its operation, within the scope of their authority, under the direction and management of the Voting Members.

Any action taken by a duly authorized officer, pursuant to authority granted by the Voting Members in accordance with this Agreement, shall constitute the act of and serve to bind the Company, and each Member hereby agrees neither to dispute such action nor the obligation of the Company created thereby.

4.2 Meetings of Voting Members. No regular, annual, special or other meetings of Voting Members are required to be held. Any action that may be taken at a meeting of Voting Members may be taken without a meeting by written consent in accordance with the Act. Meetings of the Voting Members, for any purpose or purposes, may be called at any time by a majority of the Voting Members, or by the President of the Company, if any. The Voting Members may designate any place as the place of meeting for any meeting of the Voting Members. If no designation is made, the place of meeting shall be the principal place of business of the Company.

4.3 Notice of Meetings. In the event that a meeting of the Voting Members is called, written notice stating the place, day and hour of the meeting and the purpose or purposes for which the meeting is called shall be delivered not less than five nor more than sixty business days before the date of the meeting unless otherwise provided, either personally or by mail, by or at the direction of the Members calling the meeting, to each Voting Member. Notice of a meeting need not be given to any Voting Member who signs a waiver of notice or a consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting, prior thereto or at its commencement, the lack of notice to such Voting Member.

4.4 Record Date. For the purpose of determining Voting Members entitled to notice of or to vote at any meeting of Voting Members or any adjournment thereof, the date on which notice of the meeting is provided shall be the record date for such determination of the Voting Members. When a determination of Voting Members has been made as provided in this Section, such determination shall apply to any adjournment thereof.

4.5 Quorum. Members holding at least 67% of the Voting Capital in the Company represented in person, by telephonic participation, or by proxy, shall constitute a quorum at any meeting of Voting Members. In the absence of a quorum at any such meeting, a majority of the Voting Members so represented may adjourn the meeting from time to time for a period not to exceed sixty days without further notice. However, if the adjournment is for more than sixty days, or if after the adjournment a new record date is fixed for another meeting, a notice of the adjourned meeting shall be given to each Voting Member. The Voting Members present at a duly organized meeting may continue to transact business only as previously provided on the agenda until adjournment, notwithstanding the withdrawal during such meeting of that number of Voting Members whose absence would cause less than a quorum.

4.6 Voting. If a quorum is present, a unanimous vote of the Voting Members so represented shall be the act of the Members or Managers, unless the vote of a lesser proportion or number is otherwise required by the Act, by the Certificate or by this Agreement.

ARTICLE V

ALLOCATIONS AND DISTRIBUTIONS

5.1 Allocations of Profits and Losses. Profits and Losses, after deducting Guaranteed Payments, shall be allocated among the Members in proportion to their Percentage Ownership Interests. Any special allocations necessary to comply with the requirements set forth in Internal Revenue Code Section 704 and the corresponding Regulations, including, without limitation, the qualified income offset and minimum gain

chargeback provisions contained therein, shall be made if the Voting Members deem these actions to be appropriate.

5.2 Distributions. Subject to applicable law and any limitations elsewhere in this **Agreement**, the Voting Members shall determine the amount and timing of all distributions of cash, or other assets, by the Company. Except as otherwise provided in this **Agreement**, all distributions shall be made to all of the Members, in proportion to their Percentage Ownership Interests. Except as otherwise provided in this **Agreement**, the decision as to whether to make distributions shall be within the sole discretion of the Voting Members.

All such distributions shall be made only to the Members who, according to the books and records of the Company, are the holders of record on the actual date of distribution. The Voting Members may base a determination that a distribution of cash may be made on a balance sheet, profit and loss statement, cash flow statement of the Company or other relevant information. Neither the Company nor the Members shall incur any liability for making distributions.

5.3 Form of Distribution. No Member has the right to demand and receive any distribution from the Company in any form other than money. No Member may be compelled to accept from the Company a distribution of any asset in kind in lieu of a proportionate distribution of money being made to other Members except on the dissolution and winding up of the Company.

ARTICLE VI

TRANSFER AND ASSIGNMENT OF INTERESTS

6.1 Resignation of Membership and Return of Capital. For a period of one (1) year after the Articles of Organization for the Company are filed ("the filing"), no Member may voluntarily resign his membership in the Company, and no Member shall be entitled to any return of capital from the company, except upon the written consent of all of the other Voting Members. During the second year after the filing, a Member may voluntarily resign his membership, but such Member shall be entitled to receive from the Company only the book value of his Ownership Interest, adjusted for profits and losses to the date of resignation, unless otherwise agreed by written consent of all of the other Voting Members. Subsequent to the second year after filing, a Member may voluntarily resign his membership and shall be entitled to receive from the Company the fair market value of his Ownership Interest, adjusted for profits and losses to the date of resignation. Fair market value may be determined informally by unanimous **agreement** of all of the Voting Members, including the resigning Member. In the absence of an informal **agreement** as to fair market value, the Voting Members shall hire an appraiser to determine fair market value. The cost of any appraisal shall be deducted from the fair market value to which the resigning Member is entitled. The other Voting Members may elect, by written notice that is provided to the resigning Member within thirty (30) days after the resignation date, for the Company to purchase the resigning Member's Interest (whether the interest is being purchased at book value or fair market value) in four (4) equal annual installments, with the first installment being due sixty (60) days after the Member's resignation.

6.2 Death of a Member. Upon the death of a Member, the Member's estate or beneficiary or beneficiaries, as the case may be, shall be entitled to receive from the Company, in exchange for all of the deceased Member's Ownership Interest, the fair market value of the deceased Member's Ownership Interest, adjusted for profits and losses to the date of death. Fair market value may be determined informally by a unanimous good-faith **agreement** of all of the Voting Members. In the absence of an informal **agreement** as to fair market value, the Voting Members shall hire an appraiser to determine fair market value. The cost of any appraisal shall be

deducted from the fair market value to which the deceased Member's estate or beneficiary or beneficiaries is or are entitled. The Voting Members may elect, by written notice that is provided to the deceased Member's estate or beneficiary or beneficiaries, within thirty (30) days after the Member's death, to purchase the deceased Member's Ownership Interest over a one-year (1 year) period, in four (4) equal installments, with the first installment being due sixty (60) days after the Member's date of death. Unless otherwise agreed unanimously by the Voting Members, prior to the completion of such purchase, the Member's estate or beneficiary or beneficiaries, shall have no right to become a Member or to participate in the management of the business and affairs of the Company as a Member or Manager, and shall only have the rights of an Assignee and be entitled only to receive the share of profits and the return of capital to which the deceased Member would otherwise have been entitled. The Company, or the other Voting Members, in its or their discretion, may purchase insurance on the lives of any of the Members, with the company or the purchasing Member named as the beneficiary, as the purchaser may decide, and use all or any of the proceeds from such insurance as a source of proceeds from which the deceased Member's Membership Ownership Interest may be purchased by the Company.

6.3 Restrictions on Transfer. Except (i) as otherwise provided in this Article or (ii) upon the unanimous consent of all of the other Voting Members, no Member shall sell, hypothecate, pledge, assign or otherwise transfer, with or without consideration, any part or all of his Ownership Interest in the Company to any other person or entity (a "Transferee"), without first offering (the "Offer") that portion of his or her Ownership Interest in the Company subject to the contemplated transfer (the "Offered Interest") first to the Company, and secondly, to the other Voting Members, at the purchase price (hereinafter referred to as the "Transfer Purchase Price") and in the manner as prescribed in the Offer.

The Offering Member shall make the Offer first to the Company by written notice (hereinafter referred to as the "Offering Notice"). Within twenty (20) days (the "Company Offer Period") after receipt by the Company of the Offering Notice, the Company shall notify the Offering Member in writing (the "Company Notice"), whether or not the Company shall accept the Offer and shall purchase all but not less than all of the Offered Interest. If the Company accepts the Offer to purchase the Offered Interest, the Company Notice shall fix a closing date not more than twenty-five (25) days (the "Company Closing Date") after the expiration of the Company Offer Period.

In the event the Company decides not to accept the Offer, the Offering Member or the Company, at his or her or its election, shall, by written notice (the "Remaining Member Notice") given within that period (the "Member Offer Period") terminating ten (10) days after the expiration of the Company Offer Period, make the Offer of the Offered Interest to the other Voting Members, each of whom shall then have a period of twenty-five (25) days (the "Member Acceptance Period") after the expiration of the Member Offer Period within which to notify in writing the Offering Member whether or not he or she intends to purchase all but not less than all of the Offered Interest. If two (2) or more Voting Members of the Company desire to accept the Offer to purchase the Offered Interest, then, in the absence of an agreement between them, such Voting Members shall have the right to purchase the Offered Interest in proportion to their respective Percentage Voting Interests. If the other Voting Members intend to accept the Offer and to purchase the Offered Interest, the written notice required to be given by them shall fix a closing date not more than sixty (60) days after the expiration of the Member Acceptance Period (hereinafter referred to as the "Member Closing Date").

The aggregate dollar amount of the Transfer Purchase Price shall be payable in cash on the Company Closing Date or on the Member Closing Date, as the case may be, unless the Company or the purchasing Voting Members shall elect by written notice that is delivered to the Offering Member, prior to or on the Company Closing Date or the Member Closing Date, as the case may be, to purchase such Offered Interest in four (4) equal annual installments, with the first installment being due on the Closing Date.

If the Company or the other Voting Members fail to accept the Offer or, if the Offer is accepted by the Company or the other Voting Members and the Company or the other Voting Members fail to purchase all of the Offered Interest at the Transfer Purchase Price within the time and in the manner specified, then the Offering Member shall be free, for a period (hereinafter referred to as the "Free Transfer Period") of sixty (60) days from the occurrence of such failure, to transfer the Offered Interest to a Transferee; provided, however, that if all of the other Voting Members other than the Offering Member do not approve of the proposed transfer by unanimous written consent, the Transferee of the Offered Interest shall have no right to become a Member or to participate in the management of the business and affairs of the Company as a Member or Manager, and shall only have the rights of an Assignee and be entitled to receive the share of profits and the return of capital to which the Offering Member would otherwise have been entitled. A Transferee shall be admitted as a Member of the Company, and as a result of which he or she shall become a substituted Member, with the rights that are consistent with the Membership Interest that was transferred, only if such new Member (i) is approved unanimously by the Voting Members; (ii) delivers to the Company his required capital contribution; (iii) agrees in writing to be bound by the terms of this **Agreement** by becoming a party hereto.

If the Offering Member shall not transfer the Offered Interest within the Free Transfer Period, his or her right to transfer the Offered Interest free of the foregoing restrictions shall thereupon cease and terminate.

6.4 Involuntary Transfer of a Membership Interest. A creditor's charging order or lien on a Member's Membership Interest, bankruptcy of a Member, or other involuntary transfer of Member's Membership Interest, shall constitute a material breach of this **Agreement** by such Member. The creditor, transferee or other claimant, shall only have the rights of an Assignee, and shall have no right to become a Member, or to participate in the management of the business and affairs of the Company as a Member or Manager under any circumstances, and shall be entitled only to receive the share of profits and losses, and the return of capital, to which the Member would otherwise have been entitled. The Voting Members, including a Voting Member whose interest is the subject of the charging order, lien, bankruptcy, or involuntary transfer, may unanimously elect, by written notice that is provided to the creditor, transferee or other claimant, at any time, to purchase all or any part of Membership Interest that was the subject of the creditor's charging order, lien, bankruptcy, or other involuntary transfer, at a price that is equal to one-half (1/2) of the book value of such interest, adjusted for profits and losses to the date of purchase. The Members agree that such valuation is a good-faith attempt at fixing the value of the interest, after taking into account that the interest does not include all of the rights of a Member or Manager, and after deducting damages that are due to the material breach of this **Agreement**.

ARTICLE VII

ACCOUNTING, RECORDS AND REPORTING

7.1 Books and Records. The Company shall maintain complete and accurate accounts in proper books of all transactions of or on behalf of the Company and shall enter or cause to be entered therein a full and accurate account of all transactions on behalf of the Company. The Company's books and accounting records shall be kept in accordance with such accounting principles (which shall be consistently applied throughout each accounting period) as the Voting Members may determine to be convenient and advisable. The Company shall maintain at its principal office all of the following:

A current list of the full name and last known business or residence address of each Member in the Company set forth in alphabetical order, together with, for each Member, the Class A Voting Capital account and Class B Nonvoting Capital account, including entries to these accounts for contributions and distributions; the Ownership Interest, Percentage Ownership and Voting Interests; a copy of the Certificate and any and all

amendments thereto together with executed copies of any powers of attorney pursuant to which the Certificate or any amendments thereto have been executed; copies of the Company's federal, state and local income tax or information returns and reports, if any, for the six most recent taxable years; a copy of this **Agreement** and any and all amendments hereto together with executed copies of any powers of attorney pursuant to which this **Agreement** or any amendments thereto have been executed; copies of the financial statements of the Company, if any, for the six most recent Fiscal Years; the Company's books and records as they relate to the internal affairs of the Company for at least the current and past four Fiscal Years; true and full information regarding the status of the business and financial condition of the Company; and true and full information regarding the amount of cash and a description and statement of the agreed value of any other property or services contributed by each Member and which each Member has agreed to contribute in the future, and the date on which each became a Member.

7.2 Inspection of Books and Records. Each Member has the right, on reasonable request for purposes reasonably related to the interest of the person as a Member or a Manager, to: (a) inspect and copy during normal business hours any of the Company's records described in Section 7.1; and (b) obtain from the Company promptly after their becoming available a copy of the Company's federal, state and local income tax or information returns for each Fiscal Year.

7.3 Accountings. As soon as is reasonably practicable after the close of each Fiscal Year, the Voting Members shall make or cause to be made a full and accurate accounting of the affairs of the Company as of the close of that Fiscal Year and shall prepare or cause to be prepared a balance sheet as of the end of such Fiscal Year, a profit and loss statement for that Fiscal Year and a statement of Members' equity showing the respective Capital Accounts of the Members as of the close of such Fiscal Year and the distributions, if any, to Members during such Fiscal Year, and any other statements and information necessary for a complete and fair presentation of the financial condition of the Company, all of which the Manager shall furnish to each Member. In addition, the Company shall furnish to each Member information regarding the Company necessary for such Member to complete such Member's federal and state income tax returns. The Company shall also furnish a copy of the Company's tax returns to any Member requesting the same. On such accounting being made, profits and losses during such Fiscal Year shall be ascertained and credited or debited, as the case may be, in the books of account of the Company to the respective Members as herein provided.

7.4 Filings. The Voting Members, at Company expense, shall cause the income tax returns for the Company to be prepared and timely filed with the appropriate authorities. The Voting Members, at Company expense, shall also cause to be prepared and timely filed with appropriate federal and state regulatory and administrative bodies amendments to, or restatements of, the Certificate and all reports required to be filed by the Company with those entities under the Act or other then current applicable laws, rules, and regulations. If the Company is required by the Act to execute or file any document and fails, after demand, to do so within a reasonable period of time or refuses to do so, any Member may prepare, execute and file that document with the New York Secretary of State.

7.5 Bank Accounts. The Company shall maintain its funds in one or more separate bank accounts in the name of the Company, and shall not permit the funds of the Company to be co-mingled in any fashion with the funds of any other Person.

7.6 Tax Matters Partner. The Voting Members may, in their exclusive discretion, appoint, remove and replace a Tax Matters Partner at any time or times. The Voting Members shall from time to time cause the Company to make such tax elections as they deem to be in the interests of the Company and the Members generally. The Tax Matters Partner, as defined in Internal Revenue Code Section 6231, shall represent the

Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including resulting judicial and administrative proceedings, and shall expend the Company funds for professional services and costs associated therewith.

ARTICLE VIII

DISSOLUTION AND WINDING UP

8.1 Dissolution. The Company shall be dissolved, its assets shall be disposed of, and its affairs wound up on the first to occur of: the entry of a decree of judicial dissolution pursuant to the Act; or the unanimous approval of the Voting Members.

8.2 Winding Up. On the occurrence of an event specified in Section 8.1, the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets and satisfying the claims of its creditors. The Voting Members shall be responsible for overseeing the winding up and liquidation of Company, shall take full account of the assets and liabilities of Company, shall cause such assets to be sold or distributed, and shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided in Section 9.4. The Voting Members shall give written notice of the commencement of winding up by mail to all known creditors and claimants whose addresses appear on the records of the Company. The Members shall be entitled to reasonable compensation for such services.

8.3 Distributions in Kind. Any noncash assets distributed to the Members shall first be valued at their fair market value to determine the profit or loss that would have resulted if such assets were sold for such value. Such profit or loss shall then be allocated pursuant to this **Agreement**, and the Members' Capital Accounts shall be adjusted to reflect such allocations. The amount distributed and charged against the Capital Account of each Member receiving an interest in a distributed asset shall be the fair market value of such interest (net of any liability secured by such asset that such Member assumes or takes subject to). The fair market value of such asset shall be determined by the Voting Members, or if any Voting Member objects, by an independent appraiser (and any such appraiser must be recognized as an expert in valuing the type of asset involved) selected by a Majority of the Voting Members.

8.4 Order of Payment of Liabilities on Dissolution. After a determination that all known debts and liabilities of the Company in the process of winding up, including, without limitation, debts and liabilities to Members who are creditors of the Company, have been paid or adequately provided for, the remaining assets shall be distributed to the Members in proportion to their positive Capital Account balances, after taking into account profit and loss allocations for the Company's taxable year during which liquidation occurs.

8.5 Adequacy of Payment. The payment of a debt or liability, whether the whereabouts of the creditor is known or unknown, shall have been adequately provided for if payment thereof shall have been assumed or guaranteed in good faith by one or more financially responsible Persons or by the United States government or any agency thereof, and the provision, including the financial responsibility of the Person, was determined in good faith and with reasonable care by the Members to be adequate at the time of any distribution of the assets pursuant to this Section. This Section shall not prescribe the exclusive means of making adequate provision for debts and liabilities.

8.6 Compliance with Regulations. All payments to the Members on the winding up and dissolution of Company shall be strictly in accordance with the positive capital account balance limitation and other requirements of Regulations Section 1.704-1(b)(2)(ii)(d), as the voting Members deem appropriate.

8.7 Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of such Member's positive Capital Account balance and shall have no recourse for such Member's Capital Contribution or share of profits (on dissolution or otherwise) against any other Member.

8.8 Certificate of Cancellation. The Voting Members conducting the winding up of the affairs of the Company shall cause to be filed in the office of, and on a form prescribed by the New York Secretary of State, a certificate of cancellation of the Certificate on the completion of the winding up of the affairs of the Company.

ARTICLE IX EXCULPATION AND INDEMNIFICATION

9.1 Exculpation of Members. No Member shall be liable to the Company or to the other Members for damages or otherwise with respect to any actions taken or not taken in good faith and reasonably believed by such Member to be in or not opposed to the best interests of the Company, except to the extent any related loss results from fraud, gross negligence or willful or wanton misconduct on the part of such Member or the material breach of any obligation under this Agreement or of the fiduciary duties owed to the Company or the other Members by such Member.

9.2 Indemnification by Company. The Company shall indemnify, hold harmless and defend the Members, in their capacity as Members, Managers, or Officers, from and against any loss, expense, damage or injury suffered or sustained by them by reason of any acts or omissions arising out of their activities on behalf of the Company or in furtherance of the interests of the Company, including but not limited to any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim, if the acts or omissions were not performed or omitted fraudulently or as a result of gross negligence or willful misconduct by the indemnified party. Reasonable expenses incurred by the indemnified party in connection with any such proceeding relating to the foregoing matters may be paid or reimbursed by the Company in advance of the final disposition of such proceeding upon receipt by the Company of (i) written affirmation by the Person requesting indemnification of its good-faith belief that it has met the standard of conduct necessary for indemnification by the Company and (ii) a written undertaking by or on behalf of such Person to repay such amount if it shall ultimately be determined by a court of competent jurisdiction that such Person has not met such standard of conduct, which undertaking shall be an unlimited general obligation of the indemnified party but need not be secured.

9.3 Insurance. The Company shall have the power to purchase and maintain insurance on behalf of any Person who is or was a Member or an agent of the Company against any liability asserted against such Person and incurred by such Person in any such capacity, or arising out of such Person's status as a Member or an agent of the Company, whether or not the Company would have the power to indemnify such Person against such liability under Section 10.1 or under applicable law.

ARTICLE X MISCELLANEOUS

10.1 Authority. This Agreement constitutes a legal, valid and binding agreement of the Member, enforceable against the Member in accordance with its terms. The Member is empowered and duly authorized

to enter into this **Agreement** (including the power of attorney herein) under every applicable governing document, partnership **agreement**, trust instrument, pension plan, charter, certificate of incorporation, bylaw provision or the like. The Person, if any, signing this **Agreement** on behalf of the Member is empowered and duly authorized to do so by the governing document or trust instrument, pension plan, charter, certificate of incorporation, bylaw provision, board of directors or stockholder resolution or the like.

10.2 Indemnification by the Members. Each Member hereby agrees to indemnify and defend the Company, the other Members and each of their respective employees, agents, partners, members, shareholders, officers and directors and hold them harmless from and against any and all claims, liabilities, damages, costs and expenses (including, without limitation, court costs and attorneys' fees and expenses) suffered or incurred on account of or arising out of any breach of this **Agreement** by that Member.

ARTICLE XI DISPUTE

RESOLUTION

11.1 Disputes Among Members. The Members agree that in the event of any dispute or disagreement solely between or among any of them arising out of, relating to or in connection with this **Agreement** or the Company or its organization, formation, business or management ("Member Dispute"), the Members shall use their best efforts to resolve any dispute arising out of or in connection with this **Agreement** by good-faith negotiation and mutual **agreement**. The Members shall meet at a mutually convenient time and place to attempt to resolve any such dispute.

However, in the event that the Members are unable to resolve any Member Dispute, such parties shall first attempt to settle such dispute through a non-binding mediation proceeding. In the event any party to such mediation proceeding is not satisfied with the results thereof, then any unresolved disputes shall be finally settled in accordance with an arbitration proceeding. In no event shall the results of any mediation proceeding be admissible in any arbitration or judicial proceeding.

11.2 Mediation. Mediation proceedings shall be conducted in accordance with the Commercial Mediation Rules of the American Arbitration Association (the "AAA") in effect on the date the notice of mediation was served, other than as specifically modified herein, and shall be non-binding on the parties thereto.

Any Member may commence a mediation proceeding by serving written notice thereof to the other Members, by mail or otherwise, designating the issue(s) to be mediated and the specific provisions of this **Agreement** under which such issue(s) and dispute arose. The initiating party shall simultaneously file two copies of the notice with the AAA, along with a copy of this **Agreement**. A Member may withdraw from the Member Dispute by signing an **agreement** to be bound by the results of the mediation, to the extent the mediation results are accepted by the other Members as provided herein. A Member who withdraws shall have no further right to participate in the Member Dispute.

The Members shall select one neutral third party AAA mediator (the "Mediator") with expertise in the area that is in dispute. If a Mediator has not been selected within five (5) business days thereafter, then a Mediator shall be selected by the AAA in accordance with the Commercial Mediation Rules of the AAA.

The Mediator shall schedule sessions, as necessary, for the presentation by all Members of their respective positions, which, at the option of the Mediator, may be heard by the Mediator jointly or in private, without any other members present. The mediation proceeding shall be held in the city that is the company's principal place

of business or such other place as agreed by the Mediator and all of the Members. The Members may submit to the Mediator, no later than ten (10) business days prior to the first scheduled session, a brief memorandum in support of their position.

The Mediator shall make written recommendations for settlement in respect of the dispute, including apportionment of the mediator's fee, within ten (10) business days of the last scheduled session. If any Member involved is not satisfied with the recommendation for settlement, he may commence an arbitration proceeding.

11.3 Arbitration. Arbitration proceedings shall be conducted under the Rules of Commercial Arbitration of the AAA (the "Rules"). A Member may withdraw from the Member Dispute by signing an **agreement** to be bound by the results of the arbitration. A Member who withdraws shall have no further right to participate in the Member Dispute.

The arbitration panel shall consist of one arbitrator. The Members shall select one neutral third party AAA arbitrator (the "Arbitrator") with expertise in the area that is in dispute. If an Arbitrator has not been selected within five (5) business days thereafter, then an Arbitrator shall be selected by the AAA in accordance with the Commercial Arbitration Rules of the AAA. The arbitration proceeding shall be held in the city that is the company's principal place of business or such other place as agreed by the Arbitrator and all of the Members. Any arbitrator who is selected shall disclose promptly to the AAA and to both parties any financial or personal interest the arbitrator may have in the result of the arbitration and/or any other prior or current relationship, or expected or discussed future relationship, with the Members or their representatives. The arbitrator shall promptly conduct proceedings to resolve the dispute in question pursuant to the then existing Rules. To the extent any provisions of the Rules conflict with any provision of this Section, the provisions of this Section shall control.

In any final award and/or order, the arbitrator shall apportion all the costs (other than attorney's fees which shall be borne by the party incurring such fees) incurred in conducting the arbitration in accordance with what the arbitrator deems just and equitable under the circumstances.

Discovery shall not be permitted in such arbitration except as allowed by the rules of arbitration, or as otherwise agreed to by all the parties of the Member Dispute. Notwithstanding, the Members agree to make available to one another and to the arbitrator, for inspection and photocopying, all documents, books and records, if determined by the arbitration panel to be relevant to the dispute, and by making available to one another and to the arbitration panel personnel directly or indirectly under their control, for testimony during hearings if determined by the arbitration panel to be relevant to the dispute. The Members agree, unless undue hardship exists, to conduct arbitration hearings to the greatest extent possible on consecutive business days and to strictly observe time periods established by the Rules or by the arbitrator for the submission of evidence and of briefs. Unless otherwise agreed to by the Members, a stenographic record of the arbitration proceedings shall be made and a transcript thereof shall be ordered for each Member, with each party paying an equal portion of the total cost of such recording and transcription.

The arbitrator shall have all powers of law and equity, which it can lawfully assume, necessary to resolve the issues in dispute including, without limiting the generality of the foregoing, making awards of compensatory damages, issuing both prohibitory and mandatory orders in the nature of injunctions and compelling the production of documents and witnesses for presentation at the arbitration hearings on the merits of the case. The arbitration panel shall neither have nor exercise any power to act as amicable compositeur or ex aequo et bono; or to award special, indirect, consequential or punitive damages. The decision of the arbitration panel shall be in written form and state the reasons upon which it is based. The statutory, case law and common law of the State of New York shall govern in interpreting their respective rights, obligations and liabilities arising out of

or related to the transactions provided for or contemplated by this **Agreement**, including without limitation, the validity, construction and performance of all or any portion of this **Agreement**, and the applicable remedy for any liability established thereunder, and the amount or method of computation of damages which may be awarded, but such governing law shall not include the law pertaining to conflicts or choice of laws of New York; provided however, that should the parties refer a dispute arising out of or in connection with an ancillary **agreement** or an **agreement** between some or all of the Members which specifically references this Article, then the statutory, case law and common law of the State whose law governs such **agreement** (except the law pertaining to conflicts or choice of law) shall govern in interpreting the respective rights, obligations and liabilities of the parties arising out of or related to the transactions provided for or contemplated by such **agreement**, including, without limitation, the validity, construction and performance of all or any portion of such **agreement**, and the applicable remedy for any liability established thereunder, and the amount or method of computation of damages which may be awarded.

Any action or proceeding subsequent to any Award rendered by the arbitrator in the Member Dispute, including, but not limited to, any action to confirm, vacate, modify, challenge or enforce the arbitrator's decision or award shall be filed in a court of competent jurisdiction in the same county where the arbitration of the Member Dispute was conducted, and New York law shall apply in any such subsequent action or proceeding.

ARTICLE XII

MISCELLANEOUS

12.1 Notices. Except as otherwise expressly provided herein, any notice, consent, authorization or other communication to be given hereunder shall be in writing and shall be deemed duly given and received when delivered personally, when transmitted by facsimile if receipt is acknowledged by the addressee, one business day after being deposited for next-day delivery with a nationally recognized overnight delivery service, or three business days after being mailed by first class mail, charges and postage prepaid, properly addressed to the party to receive such notice at the address set forth in the Company's records.

12.2 Severability. If any provision of this **Agreement**, or the application of such provision to any Person or circumstance, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this **Agreement**, or the application of such provision to Persons or circumstances other than those to which it is held to be invalid or unenforceable, shall not be affected thereby.

12.3 Binding Effect. Subject to Article VII, this **Agreement** shall bind and inure to the benefit of the parties and their respective Successors.

12.4 Counterparts. This **Agreement** may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12.5 Entire Agreement. This **Agreement** contains the entire **agreement** of the parties and supersedes all prior or contemporaneous written or oral negotiations, correspondence, understandings and agreements between or among the parties, regarding the subject matter hereof.

12.6 Further Assurances. Each Member shall provide such further information with respect to the Member as the Company may reasonably request, and shall execute such other and further certificates, instruments and other documents, as may be necessary and proper to implement, complete and perfect the transactions contemplated by this **Agreement**.

12.7 Headings; Gender; Number; References. The headings of the Sections hereof are solely for convenience of reference and are not part of this **Agreement**. As used herein, each gender includes each other gender, the singular includes the plural and vice versa, as the context may require. All references to Sections and subsections are intended to refer to Sections and subsections of this **Agreement**, except as otherwise indicated.

12.8 Parties in Interest. Except as expressly provided in the Act, nothing in this **Agreement** shall confer any rights or remedies under or by reason of this **Agreement** on any Persons other than the Members and their respective Successors nor shall anything in this **Agreement** relieve or discharge the obligation or liability of any third Person to any party to this **Agreement**, nor shall any provision give any third Person any right of subrogation or action over or against any party to this **Agreement**.

12.9 Amendments. All amendments to this **Agreement** shall be in writing and signed by all of the Members to the **agreement** at the time of the amendment.

12.10 Attorneys' Fees. In any dispute between or among the Company and one or more of the Members, including, but not limited to, any Member Dispute, the prevailing party or parties in such dispute shall be entitled to recover from the non-prevailing party or parties all reasonable fees, costs and expenses including, without limitation, attorneys' fees, costs and expenses, all of which shall be deemed to have accrued on the commencement of such action, proceeding or arbitration. Attorneys' fees shall include, without limitation, fees incurred in any post-award or post-judgment motions or proceedings, contempt proceedings, garnishment, levy, and debtor and third party examinations, discovery, and bankruptcy litigation, and prevailing party shall mean the party that is determined in the arbitration, action or proceeding to have prevailed or who prevails by dismissal, default or otherwise.

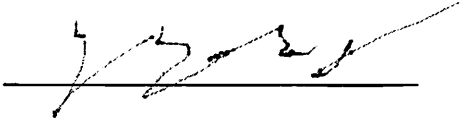
12.11 Remedies Cumulative. Subject to Article XI, remedies under this **Agreement** are cumulative and shall not exclude any other remedies to which any Member may be lawfully entitled.

12.12 Jurisdiction and Venue/Equitable Remedies. The Company and each Member hereby expressly agrees that if, under any circumstances, any dispute or controversy arising out of or relating to or in any way connected with this **Agreement** shall, notwithstanding Article XI, be the subject of any court action at law or in equity, such action shall be filed exclusively in the courts of the State of New York or of the United States of America located in the counties of Dutchess County, as selected by the Member that is the plaintiff in the action, or that initiates the proceeding or arbitration. Each Member agrees not to commence any action, suit or other proceeding arising from, relating to, or in connection with this **Agreement** except in such a court and each Member irrevocably and unconditionally consents and submits to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action, and hereby grants jurisdiction to such courts and to any appellate courts having jurisdiction over appeals from such courts or review of such proceedings. Because the breach of the provisions of this Section would cause irreparable harm and significant injury to the Company and the other Members, which would be difficult to ascertain and which may not be compensable by damages alone, each Member agrees that the Company and the other Members will have the right to enforce the provisions of this Section by injunction, specific performance or other equitable relief in addition to any and all other remedies available to such

party or parties without showing or proving any actual damage to such parties. Members will be entitled to recover all reasonable costs and expenses, including but not limited to all reasonable attorneys' fees, expert and consultants' fees, incurred in connection with the enforcement of this Section.

EXHIBT A

**LLC MEMBERS AND INITIAL
CONTRIBUTIONS**

Name	Percent Owner	Signature
Zhong Zhuang	100%	

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Exhibit D

**ACTION BY WRITTEN CONSENT
OF THE SOLE INCORPORATOR
OF**

FoodGem Inc.,
a Delaware Corporation,
September 29, 2014

The undersigned, acting as the sole incorporator of FoodGem Inc., a Delaware corporation (the "Corporation"), hereby approves and adopts the following resolutions by this written consent without a meeting (this "Written Consent") pursuant to Section 108 of the Delaware General Corporation Law, which shall be effective upon the commencement of the corporation's existence:

RESOLVED, that the bylaws regulating the conduct of the Corporation's business and affairs, in the form attached to this Written Consent, are hereby adopted as the bylaws of the Corporation ("Bylaws").

RESOLVED FURTHER, that the Secretary of the Corporation is hereby authorized and directed to execute a certificate of the adoption of the Bylaws, to insert the Bylaws as so certified and as may be amended from time to time, in the minute book of the Corporation and to see that a copy of the Bylaws, similarly certified, is kept at the principal executive office for the transaction of business of the Corporation, as required by law.

RESOLVED FURTHER, that each person named below is hereby elected to serve as a director of the Corporation until such time as his or her successor is duly elected and qualified:

Zhong Zhuang
Yuwen Zhang

RESOLVED FURTHER, that the officers of the Corporation, as elected by the Corporation's Board of Directors, are authorized and directed to insert a copy of this Written Consent in the minute book of the Corporation.

RESOLVED FURTHER, that the undersigned, the sole incorporator of the Corporation, hereby resigns as the incorporator of the Corporation, effective upon the commencement of the corporation's existence.

IN WITNESS WHEREOF, the undersigned executes this Written Consent as of the date set forth above.

By: Cheyenne Moseley, Assistant Secretary
LegalZoom.com, Inc., Sole Incorporator

EXHIBIT A
BYLAWS OF
FoodGem Inc.

BYLAWS
OF
FoodGem Inc.,
a Delaware Corporation

ARTICLE I

Stockholders

Section 1.1. **Annual Meetings.** An annual meeting of stockholders of FoodGem Inc. (the “Corporation”) shall be held for the election of directors on a date and at a time and place either within or without the state of Delaware fixed by resolution of the Board of Directors. Any other proper business may be transacted at the annual meeting.

Section 1.2. **Special Meetings.** Special meetings of the stockholders may be called at any time by the Board of Directors, the Chairman of the Board of Directors or the holders of shares entitled to cast not less than ten percent of the votes at the meeting, such meeting to be held on a date and at a time and place either within or without the state of Delaware as may be stated in the notice of the meeting. Business transacted at any special meeting of the stockholders shall be limited to the purposes stated in the notice.

Section 1.3. **Notice of Meetings.** Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given not less than ten nor more than sixty days before the date of the meeting to each stockholder entitled to vote thereat. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder’s address as it appears on the records of the Corporation. Such notice shall state the place, date and hour of the meeting, and in the case of a special meeting, the general purpose for which the meeting is called.

Section 1.4. **Adjournments.** Any meeting of stockholders may be adjourned from time to time, to reconvene at the same or some other place. Notice need not be given of any such adjourned meeting if the time and place thereof are announced at the meeting at which the adjournment is taken. At the adjourned meeting the Corporation may transact any business which might have been transacted at the original meeting. If the adjournment is for more than 30 days or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 1.5. Quorum. At each meeting of stockholders, except where otherwise provided by law or the certificate of incorporation or these bylaws, the holders of a majority of the outstanding shares of stock entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of the stockholders. In the absence of a quorum, any meeting of stockholders may be adjourned from time to time by the vote of a majority of the shares represented either in person or by proxy until a quorum is present or represented. Shares of its own capital stock belonging to the Corporation or to another Corporation where the majority of the voting power is held by the Corporation shall neither be entitled to vote nor counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

Section 1.6. Organization. Meetings of stockholders shall be presided over by the Chairman of the Board of Directors, if any, or in the absence of the Chairman of the Board of Directors by the Vice Chairman of the Board of Directors, if any, or in the absence of the Vice Chairman of the Board of Directors by the President, or in the absence of the foregoing persons by a chairman designated by the Board of Directors, or in the absence of such designation by a chairman chosen at the meeting. The Secretary, or in the absence of the Secretary, an Assistant Secretary, shall act as secretary of the meeting, or in their absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 1.7. Voting. Unless otherwise provided in the certificate of incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share held by such stockholder which has voting power upon the matter in questions. Directors shall be elected by a plurality of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of directors. In all other matters, unless otherwise provided by law or by the certificate of incorporation or these bylaws, the affirmative vote of the holders of a majority of the shares present in person or represented by proxy and entitled to vote on the subject matter at a meeting in which a quorum is present shall be the act of the stockholders. Where a separate vote by class or classes is required, the affirmative vote of the holders of a majority of the shares of such class or classes present in person or represented by proxy shall be the act of such class or classes, except as otherwise provided by law or by the certificate of incorporation or these bylaws.

Section 1.8. Stockholder's Proxies. Every person entitled to vote or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act by proxy with respect to such shares. No proxy shall be voted or acted on after three years from its date, unless the proxy provides for a longer period. Every proxy continues in full force and effect until revoked by the person executing it. Such revocation may be effected by a writing delivered to the Corporation stating that the proxy is revoked or by a subsequent proxy executed by the person executing the prior proxy and presented to the meeting, or as to any meeting by attendance at such meeting and voting in person by the person executing the proxy.

Section 1.9. Fixing Date for Determination of Stockholders of Record. In order that the Corporation may determine the stockholders entitled to notice of any meeting, the Board of Directors may fix a record date, which shall not be more than sixty nor less than ten days prior to the date of such meeting, nor shall the record date precede the date upon which the resolution fixing the record date is adopted by the Board of Directors. In order that the Corporation may determine the stockholders entitled to consent to corporate action without a meeting, the Board of Directors may fix a record date, which shall not precede, or be more than 10 days after, the date upon which the resolution fixing the record date is adopted by the Board of Directors. In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights or of any other lawful action, the Board of Directors may fix a record date, which shall not be more than sixty days prior to such action.

If no record date is fixed: (1) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the business day next preceding the day on which notice is given or, if notice is waived, at the close of business on the business day next preceding the day on which the meeting is held; (2) the record date for determining stockholders entitled to give consent to corporate action in writing without a meeting, when no prior action by the Board of Directors has been taken, shall be the day on which the first written consent is given; if prior action by the Board of Directors is required, then the record date shall be the close of business on the date the Board of Directors adopts the resolution taking such prior action, and (3) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto, unless the Board of Directors sets a new record date.

Section 1.10. Consent of Stockholders in Lieu of Meeting. Except as otherwise provided in the certificate of incorporation, any action which may be taken at any annual or special meeting of the stockholders may be taken without a meeting and without prior notice, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and shall be delivered to the Corporation. Every written consent shall bear the date of signature of each stockholder who signs the consent, and no written consent shall be effective unless, within 60 days of the earliest consent, written consents signed by a sufficient number of holders have been delivered to the Corporation.

Unless all stockholders entitled to vote consent in writing, prompt notice of any stockholder approval without a meeting shall be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for such meeting had been the date that sufficient consents were delivered to the Corporation.

ARTICLE II

Board of Directors

Section 2.1. Powers; Number; Qualifications. The business and affairs of the Corporation shall be managed by, and all corporate powers shall be exercised by or under, the direction of the Board of Directors, except as otherwise provided by laws or in the certificate of incorporation. The Board of Directors shall consist of one or more members, the number thereof to be determined from time to time by the Board of Directors.

Section 2.2. Election; Term of Office; Resignation; Removal; Vacancies. Each director shall hold office until a successor has been elected and qualified or until his or her earlier resignation or removal. Any director may resign effective upon giving written notice to the Chairman of the Board of Directors, the President or the Secretary of the Corporation. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein no acceptance of such resignation shall be necessary to make it effective. Any or all of the directors may be removed, with or without cause if such removal is approved by a majority of the outstanding voting shares then entitled to vote on the election of directors. Unless otherwise provided in the certificate of incorporation or in these bylaws, vacancies and newly-created directorships resulting from any increase in the authorized number of directors may be filled by a majority of the directors then in office, although less than a quorum, or by the sole remaining director.

Section 2.3. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such places within or without the state of Delaware and at such times as the Board of Directors may from time to time determine, and if so determined notice thereof need not be given.

Section 2.4. Special Meetings; Notice of Meetings; Waiver of Notice. Special meetings of the Board of Directors may be held at any time or place within or without the state of Delaware whenever called by the Chairman of the Board of Directors, by the Vice Chairman of the Board of Directors, if any, or by any two directors. Reasonable notice shall be given by the person or persons calling the meeting unless a director signs a waiver of notice or a consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting the lack of notice prior to the meeting or at its commencement.

Section 2.5. Participation in Meetings by Conference Telephone Permitted. Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting of the Board of Directors or of such committee, as the case may be, through the use of conference telephone or similar communications equipment by means of which all members participating in such meeting can hear one another, and participation in a meeting pursuant to this Section shall constitute presence in person at such meeting.

Section 2.6. Quorum; Adjournment; Vote Required for Action. At all meetings of the Board of Directors a majority of the authorized number of directors shall constitute a quorum for the transaction of business. The vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the certificate of incorporation or these bylaws shall require a vote of a greater number.

Section 2.7. Organization. Meetings of the Board of Directors shall be presided over by the Chairman of the Board of Directors, or in the absence of the Chairman of the Board of Directors by the Vice Chairman of the Board of Directors, if any, or in their absence by a chairman chosen at the meeting. The Secretary, or in the absence of the Secretary an Assistant Secretary, shall act as secretary of the meeting, but in the absence of the Secretary and any Assistant Secretary the chairman of the meeting may appoint any person to act as secretary of the meeting.

Section 2.8. Action by Directors Without a Meeting. Any action required or permitted to be taken by the Board of Directors, or any committee thereof, may be taken without a meeting if all members of the Board of Directors or of such committee, as the case may be, consent in writing to such action and such consent is filed with the minutes of the proceedings of the Board of Directors.

Section 2.9. Compensation of Directors. The Board of Directors shall have the authority to fix the compensation of directors for services in any capacity.

ARTICLE III

Committees

Section 3.1. Committees of Directors. The Board of Directors may designate one or more committees, each consisting of one or more directors. Any committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors, except that no such committee shall have power or authority with respect to the following matters:

- a) Approving or adopting, or recommending to the stockholders, any action or matter expressly required by Delaware Corporation Law to be submitted to the stockholders for approval; or
- b) The amendment or repeal of the bylaws, or the adoption of new bylaws.

Section 3.2. Committee Rules. Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may adopt, amend and repeal rules for the conduct of its business. In the absence of a provision by the Board of Directors or a provision in the rules of such committee to the contrary, each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article II of these bylaws.

ARTICLE IV

Officers

Section 4.1. Officers; Election. As soon as practicable after the annual meeting of stockholders in each year, the Board of Directors shall elect a President and a Secretary, and if it so determines, elect from among its members a Chairman of the Board of Directors and a Vice Chairman of the Board of Directors. The Board of Directors may also elect one or more Vice Presidents, one or more Assistant Secretaries, and such other officers as the Board of Directors may deem desirable or appropriate and may give any of them such further designations or alternate titles, as it considers desirable.

Section 4.2. Term of Office; Resignation; Removal; Vacancies. Except as otherwise provided in the resolution of the Board of Directors electing any officer, each officer shall hold office until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any officer may resign at any time upon written notice to the Board of Directors or to the Chairman of the Board of Directors or the Secretary of the Corporation. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein no acceptance of such resignation shall be necessary to make it effective. The Board of Directors may remove any officer with or without cause at any time. Any such removal shall be without prejudice to the contractual rights of such officer, if any, with the Corporation, but the election of an officer shall not of itself create contractual rights. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled by the Board of Directors at any regular or special meeting.

Section 4.3. Powers and Duties. The officers of the Corporation shall have such powers and duties in the management of the Corporation as shall be stated in these bylaws or in a resolution of the Board of Directors which is not inconsistent with these bylaws and, to the extent not so stated, as generally pertain to their respective offices, subject to the control of the Board of Directors. The Secretary shall have the duty to record the proceedings of the meetings of the stockholders, the Board of Directors and any committees in a book to be kept for that purpose. The Board of Directors may require any officer, agent or employee to give security for the faithful performance of his or her duties.

ARTICLE V

Forms of Certificates; Loss and Transfer of Shares

Section 5.1. Forms of Certificates. Every holder of shares in the Corporation shall be entitled to have a certificate signed in the name of the Corporation by (1) the President, any Vice President, Chairman of the Board of Directors or Vice Chairman, and (2) by the Chief Financial Officer, Treasurer, Assistant Treasurer, Secretary or Assistant Secretary. Each certificate shall state the number of shares and the class or series of shares owned by such stockholder. If such certificate is manually signed by one officer or manually countersigned by a transfer agent or by a registrar, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

If the Corporation is authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences, relative or other special rights, qualifications, restrictions and limitations of each class or series shall be set forth in full or summarized on the face or back of the certificate representing such class or series of stock, provided that in lieu of the foregoing, there may be set forth on the back or face of the certificate a statement that the Corporation will furnish without charge to each stockholder who requests the powers, designations, preferences, relative or other special rights, qualifications, restrictions and limitations of such class or series.

Section 5.2. Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. The Corporation may issue a new share certificate or a new certificate for any other security in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to give the Corporation a bond sufficient to indemnify it against any claim that may be made against it (including any expense or liability) on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.

ARTICLE VI

Records

Section 6.1. Records. The Corporation shall keep a stock ledger, a list of stockholders and other books and records as may be required to run the Corporation. The Secretary shall have the duty to record the proceedings of the meetings of the stockholders, the Board of Directors and any committees in a book to be kept for that purpose.

Section 6.2. **Form of Records.** Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be kept on, or be in the form of, computer discs, magnetic tape, photographs, or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

ARTICLE VII

Miscellaneous

Section 7.1. **Fiscal Year.** The fiscal year of the Corporation shall be determined by the Board of Directors.

Section 7.2. **Seal.** The Corporation may have a corporate seal which shall have the name of the Corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors. The corporate seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

Section 7.3. **Waiver of Notice of Meetings of Stockholders, Directors and Committees.** Whenever notice is required to be given by law or under any provision of the certificate of incorporation or these bylaws, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent of notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors or members of a committee of directors need be specified in any written waiver of notice unless required in the certificate of incorporation or these bylaws.

Section 7.4. Interested Directors; Quorum. No contract or transaction between the Corporation and one or more of its directors or between the Corporation and any other Corporation, firm or association in which one or more of its directors are directors, or have a financial interest, shall be void or voidable solely for this reason, or solely because such director or directors are present at the meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies the contract or transaction, or solely because his or her or their votes are counted for such purpose, if: (1) the material facts as to his or her relationship or interest and as to the contract or transaction are fully disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee authorizes, approves or ratifies the contract or transaction in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (2) the material facts as to his or her relationship or interest and as to the contract or transaction are fully disclosed or are known to the stockholders and such contract or transaction is specifically approved by the stockholders in good faith by vote of the stockholders; or (3) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

Section 7.5. Indemnification. The Corporation shall have the power to indemnify to the full extent permitted by law any person made or threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person or such person's testator or instate is or was a director, officer or employee of the Corporation serves or served at the request of the Corporation as a director, officer, employee or agent of another enterprise. Expenses, including attorneys' fees, incurred by any such person in defending against such action, suit or proceeding may be paid in advance of the final disposition of such action, suit or proceeding by the Corporation upon receipt by it of an undertaking of such person to repay such expenses if it shall be ultimately determined that such person is not entitled to be indemnified by the Corporation. For purposes of this Section, the term "Corporation" shall include any predecessor of the Corporation and any constituent Corporation absorbed by the Corporation in consolidation or merger; the term "other enterprise" shall include any corporation, partnership, joint venture, trust or employee benefit plan; service "at the request of the Corporation" shall include services as a director, officer or employee of the Corporation which imposes duties on, or involves services by, such director, officer or employee with respect to an employee benefit plan, its participants or beneficiaries; any excise taxes assessed on a person with respect to an employee benefit plan shall be deemed to be indemnifiable expenses; and action by a person with respect to an employee benefit plan which such person reasonable believes to be in the interest of the participants and beneficiaries of such plan shall be deemed to be action not opposed to the best interests of the Corporation.

Section 7.6. Amendment of Bylaws. These bylaws may be amended or repealed, and new bylaws adopted, by the Board of Directors. The stockholders entitled to vote, however, retain the right to adopt additional bylaws and may amend or repeal any bylaw whether or not adopted by them.

[Remainder Intentionally Left Blank.]

ADOPTION OF BYLAWS BY SOLE INCORPORATOR

OF

FoodGem Inc.

The undersigned, as sole incorporator of FoodGem Inc., a Delaware corporation (the "Corporation"), hereby adopts the attached bylaws as the bylaws of the Corporation.

Executed as of September 29, 2014.

By: Cheyenne Moseley, Assistant Secretary
LegalZoom.com, Inc., Sole Incorporator

**CERTIFICATE BY SECRETARY OF ADOPTION
OF BYLAWS BY SOLE INCORPORATOR**

OF

FoodGem Inc.

The undersigned, Yuwen Zhang, as Secretary of FoodGem Inc., a Delaware corporation (the "Corporation"), hereby certifies the attached document is a true and complete copy of the bylaws of the Corporation and that such bylaws were duly adopted by the person appointed in the Certificate of Incorporation to act as the sole incorporator of the Corporation on the date set forth below.

IN WITNESS WHEREOF, the undersigned has executed this certificate as of September 29, 2014.

Yuwen Zhang
Secretary

**ACTION BY UNANIMOUS WRITTEN CONSENT IN
LIEU OF ORGANIZATIONAL MEETING BY THE BOARD OF DIRECTORS
OF
FoodGem Inc.,
a Delaware Corporation**

The undersigned, constituting all of the members of the board of directors (the "Board") of FoodGem Inc., a Delaware corporation (the Corporation), in lieu of holding a meeting of the Board, hereby consent to the taking of the actions set forth herein, and the approval and adoption of the following resolutions by this unanimous written consent ("Written Consent") pursuant to Section 141 of the Delaware General Corporation Law and the Bylaws of the Corporation:

Certificate of Incorporation

RESOLVED, that the Certificate of Incorporation of the Corporation filed with the Delaware Secretary of State hereby is adopted, ratified and affirmed in all respects.

RESOLVED FURTHER, that the Secretary of the Corporation is authorized and directed to insert a certified copy of the Certificate of Incorporation in the Corporation's minute book.

Stock Issuance

RESOLVED, that the officers of the Corporation are hereby authorized to issue and sell shares of common stock of the Corporation, \$0.001 par value (the "Shares"), which the Board hereby determines to be the fair market value of the Corporation's common stock as of the date hereof, to each person named below (the "Stockholder"), in the amounts specified opposite each name in exchange for cash or contributed property as follows:

<u>Name of Stockholder</u>	<u>Number of Shares</u>	<u>Total Purchase Price(\$)</u>
Zhong Zhuang	5,000,000	\$5,000.00
Yuwen Zhang	5,000,000	\$5,000.00

RESOLVED FURTHER, that the Board hereby determines that the consideration to be received for the above-mentioned Shares is adequate for the Corporation's purposes, and that the sale and issuance of the Shares to each of the above-named persons shall be conditioned upon receipt by the Corporation of the purchase price of said Shares and final copies of all appropriate documentation required by Corporation.

RESOLVED FURTHER, that upon the issuance and sale in accordance with the foregoing resolutions, such Shares shall be validly issued, fully paid and non-assessable shares of common stock of the Corporation.

RESOLVED FURTHER, that the officers of the Corporation are hereby authorized and directed, for and on behalf of the Corporation, (i) to take all actions necessary to comply with applicable laws with respect to the sale and issuance of the Shares, (ii) to thereafter execute and deliver on behalf of the Corporation, pursuant to the authorization above, share certificates representing the Shares set forth above, and (iii) to take any such other action as they may deem necessary or appropriate to carry out the issuance of the Shares and intent of these resolutions.

Election of Officers

RESOLVED, that the following individuals are hereby elected to serve in the offices of the Corporation set forth opposite their names until their successors are duly elected and qualified, or their earlier death, resignation or removal:

President: Zhong Zhuang
Treasurer: Yuwen Zhang
Secretary: Yuwen Zhang
CTO: Zhong Zhuang
CEO: Yuwen Zhang

Corporate Records and Minute Book

RESOLVED, that the officers of the Corporation are hereby authorized and directed to procure all corporate books, books of account and stock books that may be required by the laws of Delaware or of any foreign jurisdiction in which the Corporation may do business or which may be necessary or appropriate in connection with the business of the Corporation.

RESOLVED FURTHER, that the officers of the Corporation are authorized and directed to maintain a minute book containing the Certificate of Incorporation, as filed with and certified by the office of the Delaware Secretary of State and as may be amended from time to time, its Bylaws and any amendments thereto, and the minutes of any and all meetings and actions of the Board, Board committees and the Corporation's stockholders, together with such other documents, including this Written Consent, as the Corporation, the Board or the Corporation's stockholders shall from time to time direct and to ensure that an up to date copy is also kept at the principal executive office of the Corporation (as designated below).

Stocks Certificates

RESOLVED, that the form of Stocks certificate attached hereto has been presented to the Board for review and is hereby approved and adopted as the form Stocks certificate of the Corporation and the Secretary of the Corporation is directed to insert such form Stocks certificate in the minute book of the Corporation.

Ratification of Actions by Incorporator

RESOLVED, that the Action by Written Consent of the Sole Incorporator dated September 29, 2014 and all actions taken by the Corporation's sole incorporator, LegalZoom.com, Inc. and its agents, in connection with the formation of the Corporation are hereby in all respects approved, ratified and affirmed for and on behalf of the Corporation.

Annual Accounting Period

RESOLVED, that until otherwise determined by the Board the fiscal year of the Corporation shall end on December 31.

Principal Executive Office

RESOLVED, that the principal executive office of the Corporation shall initially be located at 300 E 40th Street, New York, New York 10016.

Bank Accounts

RESOLVED, that the officers of the Corporation are hereby authorized and directed to establish, maintain and close one or more accounts in the name of the Corporation for the funds of the Corporation with any federally insured bank or similar depository; to cause to be deposited, from time to time, in such accounts, such funds of the Corporation as such officer deems necessary or advisable, and to designate, change or revoke the designation, from time to time, of the officer or officers or agent or agents of the Corporation authorized to make such deposits and to sign or countersign checks, drafts or other orders for the payment of money issued in the name of the Corporation against any funds deposited in any of such accounts; and to make such rules and regulations with respect to such accounts as such officers may deem necessary or advisable, and to complete, execute and deliver any documents as banks and similar financial institutions customarily require to establish any such account and to exercise the authority granted by this resolution including, but not limited to, customary signature card forms and form banking resolutions.

RESOLVED FURTHER, that all form resolutions required by any such depository, if any, are adopted in such form used by such depository by this Board, and that the Secretary is authorized to certify such resolutions as having been adopted by the Board and directed to insert a copy of any such form resolutions in the minute book of the Corporation.

RESOLVED FURTHER, that any such depository to which a certified copy of these resolutions has been delivered by the Secretary of the Corporation is entitled to rely upon such resolutions for all purposes until it shall have received written notice of the revocation or amendment of these resolutions, as adopted by the Board.

Qualification to do Business

RESOLVED, that the officers of the Corporation are hereby authorized and directed for and on behalf of the Corporation to take such action as they may deem necessary or advisable to effect the qualification of the Corporation to do business as a foreign corporation in each state that the officers may determine to be necessary or appropriate, or to withdraw from or terminate the Corporation's qualification to do business in any such state.

RESOLVED FURTHER, that any resolutions which in connection with the foregoing shall be certified by the Secretary of the Corporation as having been adopted by the Board pursuant to this Written Consent shall be deemed adopted pursuant to this Written Consent with the same force and effect as if presented to the Board and adopted thereby on the date of this Written Consent, and shall be included in the minute book of the Corporation.

Payment of Expenses

RESOLVED, that the officers of the Corporation are hereby authorized and directed to pay all expenses of the incorporation and organization of the Corporation, including reimbursing any person for such person's verifiable expenses therefor.

Agent for Service of Process in Delaware

RESOLVED, that United States Corporation Agents, Inc. shall be appointed the Corporation's agent for service of process in Delaware.

Authorization of Further Actions

RESOLVED, that the officers of the Corporation are, and each of them hereby is, authorized, empowered and directed, for and on behalf of the Corporation, to execute all documents and to take all further actions they may deem necessary, appropriate or advisable to effect the purposes of each of the foregoing resolutions.

RESOLVED, that any and all actions taken by any officer of the Corporation in connection with the matters contemplated by the foregoing resolutions are hereby approved, ratified and confirmed in all respects as fully as if such actions had been presented to the Board for approval prior to such actions being taken.

IN WITNESS WHEREOF, each of the undersigned, being all the directors of the Corporation, has executed this Written Consent as of the date set forth below.

Date: September 29, 2014

Directors:

Zhong Zhuang

Yuwen Zhang

EXHIBIT B
FORM OF STOCK CERTIFICATE



JPMorgan Chase Bank, N.A.
P O Box 659754
San Antonio, TX 78265-9754

January 01, 2014 through January 31, 2014
Account Number: 000000940006323

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
Service Center: 1-800-242-7338
Deaf and Hard of Hearing: 1-800-242-7383
Para Espanol: 1-888-622-4273
International Calls: 1-713-262-1679

00074582 DRE 802 210 03214 NNNNNYNNNNN 1 000000000 69 0000
JAZ COLLECTION LLC
24 LOGANS WAY STE A8
HOPEWELL JUNCTION NY 12533-3402



We will update your Deposit Account Agreement

Effective March 23, 2014, we will be updating your agreement, including:

- How we determine the exchange rate that we use for foreign-currency transactions. See the "Transactions in a Foreign Currency" section
- How we handle demands for payment by another Chase customer whose item you cashed or deposited with us. See "Our right to charge back deposited or cashed checks."
- That we use the description of Returned Item fee if we decide to pay an item after we initially decide to return it. See "Insufficient funds, Returned Item, and Extended Overdraft fees."
- Why we may block or delay transactions or restrict an account to protect you or us or to comply with legal requirements. See "Restricting your account; blocking or delaying transactions."

All other terms and conditions remain the same. For a copy of your agreement, log on to chase.com or visit a branch. If you have questions, please call us at the telephone number listed on this statement or visit your nearest Chase branch.

CHECKING SUMMARY

Chase BusinessClassic

	INSTANCES	AMOUNT
Beginning Balance		\$186,508.72
ATM & Debit Card Withdrawals	2	- 35.47
Ending Balance	2	\$186,474.25

Your monthly service fee was waived because you maintained an average checking balance of \$7,500 or more during the statement period.

This message confirms that you have overdraft protection on your checking account

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
01/08	Card Purchase 01/08 Puritans Pride 800-645-1030 NY Card 1946	\$16.30
01/17	Card Purchase 01/17 Puritans Pride 800-645-1030 NY Card 1946	19.17
Total ATM & Debit Card Withdrawals		\$35.47



January 01, 2014 through January 31, 2014
Account Number: 000000940006323

ATM & DEBIT CARD SUMMARY

Zhong Zhuang Card 1946

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$35.47
Total Card Deposits & Credits	\$0.00

ATM & Debit Card Totals

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$35.47
Total Card Deposits & Credits	\$0.00

DAILY ENDING BALANCE

DATE	AMOUNT
01/08	\$185,493.42
01/17	186,474.25

SERVICE CHARGE SUMMARY

TRANSACTIONS FOR SERVICE FEE CALCULATION	NUMBER OF TRANSACTIONS
Checks Paid / Debits	2
Deposits / Credits	0
Deposited Items	0
Transaction Total	2

SERVICE FEE CALCULATION	AMOUNT
Service Fee	\$18.00
Service Fee Credit	-\$18.00
Net Service Fee	\$0.00
Excessive Transaction Fees (Above 0)	\$0.00
Total Service Fees	\$0.00



JPMorgan Chase Bank, N.A.
P O Box 659754
San Antonio, TX 78265 - 9754

February 01, 2014 through February 28, 2014

Primary Account: 000000940006323

00083824 DRE 802 210 06014 NNNNNNNNNYN 1 000000000 69 0000
JAZ COLLECTION LLC
24 LOGANS WAY STE A8
HOPEWELL JUNCTION NY 12533-3402

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
Service Center: 1-800-242-7338
Deaf and Hard of Hearing: 1-800-242-7383
Para Espanol: 1-888-622-4273
International Calls: 1-713-262-1679



CONSOLIDATED BALANCE SUMMARY

ASSETS

Checking & Savings	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase BusinessClassic	000000940006323	\$186,474.25	\$4,872.39
Chase Business Select High Yield Savings	000003073882291	0.00	180,005.90
Total		\$186,474.25	\$184,878.29
TOTAL ASSETS		\$186,474.25	\$184,878.29

All Summary Balances shown are as of February 28, 2014 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.

CHASE BUSINESSCLASSIC

JAZ COLLECTION LLC

Account Number 000000940006323

CHECKING SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$186,474.25
ATM & Debit Card Withdrawals	4	- 285.66
Electronic Withdrawals	1	- 1,312.20
Fees and Other Withdrawals	2	- 180,004.00
Ending Balance	7	\$4,872.39

Your monthly service fee was waived because you maintained an average checking balance of \$7,500 or more during the statement period.

Page 1 of 6



February 01, 2014 through February 28, 2014
Primary Account 000000940006323

This message confirms that you have overdraft protection on your checking account.

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
02/03	Card Purchase With Pin 02/02 Calvin Klein Central Valle NY Card 1946	\$58.42
02/03	Card Purchase With Pin 02/02 00059 Central Valley Central Valle NY Card 1946	109.27
02/03	Card Purchase With Pin 02/02 00059 Central Valley Central Valle NY Card 1946	79.33
02/11	Card Purchase 02/10 Kun Jip Restaurant New York NY Card 1946	38.64
Total ATM & Debit Card Withdrawals		\$285.66

ATM & DEBIT CARD SUMMARY

Zhong Zhuang Card 1946

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$285.66
Total Card Deposits & Credits	\$0.00

ATM & Debit Card Totals

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$285.66
Total Card Deposits & Credits	\$0.00

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
02/26	02/26 Payment To Chase Card Ending IN 3436	\$1,312.20
Total Electronic Withdrawals		\$1,312.20

FEES AND OTHER WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
02/21	02/21 Transfer To Sav Xxxxxx2291	\$180,000.00
02/24	Counter Check	4.00
Total Fees & Other Withdrawals		\$180,004.00

Page 2 of 6



February 01, 2014 through February 28, 2014
Primary Account: 00000940006323

DAILY ENDING BALANCE

DATE	AMOUNT
02/03	\$186,227.23
02/11	186,188.59
02/21	6,188.59
02/24	6,184.59
02/26	4,872.39

SERVICE CHARGE SUMMARY

TRANSACTIONS FOR SERVICE FEE CALCULATION	NUMBER OF TRANSACTIONS
Checks Paid / Debits	4
Deposits / Credits	0
Deposited Items	0
Transaction Total	4

SERVICE FEE CALCULATION	AMOUNT
Service Fee	\$18.00
Service Fee Credit	-\$18.00
Net Service Fee	\$0.00
Excessive Transaction Fees (Above 0)	\$0.00
Total Service Fees	\$0.00



CHASE BUSINESS SELECT HIGH YIELD SAVINGS

JAZ COLLECTION LLC

Account Number: 000003073882291

SAVINGS SUMMARY

	INSTANCES	AMOUNT
Beginning Balance as of 02/21/14		\$0.00
Deposits and Additions	2	180,005.90
Ending Balance	2	\$180,005.90
Annual Percentage Yield Earned This Period		0.15%
Interest Earned This Period		\$5.90
Interest Paid Year-to-Date		\$5.90



February 01, 2014 through February 28, 2014
Primary Account: 000000940006323

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$0.00
02/21	Transfer From Chk Xxxx6323	180,000.00	180,000.00
02/28	Interest Payment	5.90	180,005.90
	Ending Balance		\$180,005.90

You earned a higher interest rate on your Chase Business Select High Yield Savings account during this statement period because you had a qualifying Chase BusinessClassic account.

30 deposited items are provided with your account each month. There is a \$0.20 fee for each additional deposited item.



JPMorgan Chase Bank, N.A.
P O Box 659754
San Antonio, TX 78265 - 9754

March 01, 2014 through March 31 2014

Primary Account: 000000940006323

00082857 DRE 602 210 09114 NNNNNNNNNNN 1 000000000 69 0000
JAZ COLLECTION LLC
24 LOGANS WAY STE A8
HOPEWELL JUNCTION NY 12533-3402

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
Service Center: 1-800-242-7338
Deaf and Hard of Hearing: 1-800-242-7383
Para Espanol: 1-888-622-4273
International Calls: 1-713-262-1679



CONSOLIDATED BALANCE SUMMARY

ASSETS

Checking & Savings

	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase BusinessClassic	000000940006323	\$4,872.39	\$4,833.70
Chase Business Select High Yield Savings	000003073882291	180,005.90	180,028.78
Total		\$184,878.29	\$184,862.48
TOTAL ASSETS		\$184,878.29	\$184,862.48

All Summary Balances shown are as of March 31, 2014 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.

CHASE BUSINESSCLASSIC

JAZ COLLECTION LLC

Account Number: 000000940006323

CHECKING SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$4,872.39
ATM & Debit Card Withdrawals	1	- 20.69
Fees and Other Withdrawals	1	- 18.00
Ending Balance	2	\$4,833.70

This message confirms that you have overdraft protection on your checking account.



March 01, 2014 through March 31, 2014
 Primary Account: 000000940006323

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
03/28	Card Purchase 03/27 Gyu-Kaku Restaurant New York City NY Card 6169	\$20.69
Total ATM & Debit Card Withdrawals		\$20.69

ATM & DEBIT CARD SUMMARY

Yuwen Zhang Card 6169

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$20.69
Total Card Deposits & Credits	\$0.00
ATM & Debit Card Totals	
Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$20.69
Total Card Deposits & Credits	\$0.00

FEES AND OTHER WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
03/31	Service Fee	\$18.00
Total Fees & Other Withdrawals		\$18.00

You can waive the monthly service fee on your Chase BusinessClassic account by maintaining an average checking balance of \$7,500 or more during the statement period, linking this account to a qualifying Chase personal checking account or active Chase Business Credit Card, or conducting at least 5 debit card purchases each statement period. If you would like to understand more about your options, please visit any branch or call the number listed on this statement.

DAILY ENDING BALANCE

DATE	AMOUNT
03/28	\$4,851.70
03/31	4,833.70

SERVICE CHARGE SUMMARY

TRANSACTIONS FOR SERVICE FEE CALCULATION	NUMBER OF TRANSACTIONS
Checks Paid / Debits	1
Deposits / Credits	0
Deposited Items	0
Transaction Total	1
SERVICE FEE CALCULATION	AMOUNT
Service Fee	\$18.00

Page 2 of 4



March 01, 2014 through March 31, 2014
Primary Account: 000000940006323

SERVICE CHARGE SUMMARY (continued)

SERVICE FEE CALCULATION	AMOUNT
Service Fee Credit	\$0.00
Net Service Fee	\$18.00
Excessive Transaction Fees (Above 0)	\$0.00
Total Service Fees	\$18.00


CHASE BUSINESS SELECT HIGH YIELD SAVINGS

JAZ COLLECTION LLC

Account Number: 000003073882291

SAVINGS SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$180,005.90
Deposits and Additions	1	22.88
Ending Balance	1	\$180,028.78
Annual Percentage Yield Earned This Period		0.15%
Interest Earned This Period		\$22.88
Interest Paid Year-to-Date		\$28.78

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$180,005.90
03/31	Interest Payment	22.88	180,028.78
	Ending Balance		\$180,028.78

You earned a higher interest rate on your Chase Business Select High Yield Savings account during this statement period because you had a qualifying Chase BusinessClassic account.

30 deposited items are provided with your account each month. There is a \$0.20 fee for each additional deposited item.



JPMorgan Chase Bank, N.A.
P O Box 659754
San Antonio, TX 78265 - 9754

April 01, 2014 through April 30, 2014
Primary Account: 00000940006323

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
Service Center: 1-800-242-7338
Deaf and Hard of Hearing: 1-800-242-7383
Para Espanol: 1-888-622-4273
International Calls: 1-713-262-1679

00075865 DRE 802 210 12114 NNNNNNNNNN 1 000000000 69 0000
JAZ COLLECTION LLC
24 LOGANS WAY STE A8
HOPEWELL JUNCTION NY 12533-3402



Manage your Business easier with Account Alerts

Chase offers Account Alerts¹ to help you manage all your business accounts. Choose the alerts and customize their settings.

Chase Instant Action AlertsSM - Receive a text if your balance dips below zero or your preset limit. You can immediately respond with a text to transfer funds. It's fast, easy and helps you avoid potential fees

Daily Alerts - Monitor the transactions that exceed your thresholds with a daily text or email from us.

Security Alerts - Set dollar limits for different transactions, including ATM withdrawals, debit card activity, money transfers and online bill payments. We'll send a real-time alert when a transaction exceeds your specified amount.

To learn more, visit www.chase.com/bbaalerts

¹There is no charge from Chase, but message and data rates may apply. Such charges include those from your communications service provider. Delivery of alerts may be delayed for various reasons, including service outages affecting your phone, wireless or internet provider, technology failures, and system capacity limitations. Any time you review your balance, keep in mind it may not reflect all transactions including recent debit card transactions or checks you have written. A qualifying Chase transfer account is required to transfer funds via text.

CONSOLIDATED BALANCE SUMMARY

ASSETS

Checking & Savings	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase BusinessClassic	00000940006323	\$4,833.70	\$2,196.35
Chase Business Select High Yield Savings	000003073882291	180,028.78	180,050.92
Total		\$184,862.48	\$182,247.27
TOTAL ASSETS		\$184,862.48	\$182,247.27

All Summary Balances shown are as of April 30, 2014 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.



April 01, 2014 through April 30, 2014
Primary Account: 000000940006323

CHASE BUSINESSCLASSIC

JAZ COLLECTION LLC

Account Number: 000000940006323

CHECKING SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$4,833.70
Deposits and Additions	2	22.00
Checks Paid	2	- 1,135.00
ATM & Debit Card Withdrawals	3	- 1,524.35
Ending Balance	7	\$2,198.35

The monthly service fee for this account was waived as an added feature of Chase Private Client Checking account.

This message confirms that you have overdraft protection on your checking account.

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
04/16	Service Fee Reversal	\$18.00
04/16	Service Fee Reversal	4.00
Total Deposits and Additions		\$22.00

CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
9340 ^		04/16	\$85.00
9341 ^		04/11	1,050.00
Total Checks Paid			\$1,135.00

If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

^ An image of this check may be available for you to view on Chase.com.

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
04/04	Card Purchase With Pin 04/04 Fairway Kips Ba 542-58 New York NY Card 6169	\$23.38
04/07	Card Purchase 04/03 Florida Fashion Focus 305-7184320 FL Card 6169	1,495.00
04/07	Card Purchase 04/03 Amish Market New York NY Card 6169	5.97
Total ATM & Debit Card Withdrawals		\$1,524.35

Page 2 of 6



April 01, 2014 through April 30, 2014
Primary Account: 000000940006323

ATM & DEBIT CARD SUMMARY

Yuwen Zhang Card 6169

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$1,524.35
Total Card Deposits & Credits	\$0.00
ATM & Debit Card Totals	
Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$1,524.35
Total Card Deposits & Credits	\$0.00



DAILY ENDING BALANCE

DATE	AMOUNT
04/04	\$4,810.32
04/07	3,309.35
04/11	2,259.35
04/16	2,196.35

SERVICE CHARGE SUMMARY

TRANSACTIONS FOR SERVICE FEE CALCULATION	NUMBER OF TRANSACTIONS
Checks Paid / Debits	5
Deposits / Credits	0
Deposited Items	0
Transaction Total	5

SERVICE FEE CALCULATION	AMOUNT
Service Fee	\$0.00
Service Fee Credit	\$0.00
Net Service Fee	\$0.00
Excessive Transaction Fees (Above 0)	\$0.00
Total Service Fees	\$0.00

Page 3 of 6



April 01, 2014 through April 30, 2014
 Primary Account: 000000940006323

CHASE BUSINESS SELECT HIGH YIELD SAVINGS

JAZ COLLECTION LLC

Account Number: 000003073882291

SAVINGS SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$180,028.78
Deposits and Additions	1	22.14
Ending Balance	1	\$180,050.92
Annual Percentage Yield Earned This Period		0.15%
Interest Earned This Period		\$22.14
Interest Paid Year-to-Date		\$50.92

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$180,028.78
04/30	Interest Payment	22.14	180,050.92
	Ending Balance		\$180,050.92

You earned a higher interest rate on your Chase Business Select High Yield Savings account during this statement period because you had a qualifying Chase BusinessClassic account.

30 deposited items are provided with your account each month. There is a \$0.20 fee for each additional deposited item.

Page 4 of 6



JPMorgan Chase Bank, N.A.
P O Box 659754
San Antonio, TX 78265-9754

May 01, 2014 through May 30, 2014
Primary Account 000000940006323

CUSTOMER SERVICE INFORMATION

Web site: www.Chase.com
Service Center: 1-877-425-8100
Deaf and Hard of Hearing: 1-800-242-7383
Para Espanol: 1-888-622-4273
International Calls: 1-713-262-1679

00077284 DRE 802 210 15114 NNNNNNNNNN 1 000000000 69 0000
JAZ COLLECTION LLC
24 LOGANS WAY STE A8
HOPEWELL JUNCTION NY 12533-3402



Some of the transaction fees for your checking account(s) are changing*

Starting August 1:

- The fee for all outgoing foreign wires initiated online will be \$40.
- The fee for all types of Cash Deposit Processing will be \$0.25 per \$100. The Cash Deposit Processing fee will only apply after you exceed your account's cash deposit limit, which is not changing.

All other terms and conditions of your account remain the same.

Please call the number on your statement if you have any questions.

*Changes do not apply to IOLTA, IOTA, IOLA, COLTAF, CARHOF, UARHOF and Client Funds Checking accounts.

A transaction fee for your savings account(s) is changing*

Starting August 1, the fee for all types of Cash Deposit Processing will be \$0.25 per \$100. The Cash Deposit Processing fee will apply after you exceed your account's cash deposit limit, which is not changing.

All other terms and conditions of your account remain the same.

Please call the number on your statement if you have any questions.

*Changes do not apply to Client Funds Savings accounts.

CONSOLIDATED BALANCE SUMMARY

ASSETS

Checking & Savings	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Platinum Business Checking	000000940006323	\$2,196.35	\$4,097.65
Chase Business Select High Yield Savings	000003073882291	180,050.92	170,021.55
Total		\$182,247.27	\$174,119.20
TOTAL ASSETS		\$182,247.27	\$174,119.20

All Summary Balances shown are as of May 30, 2014 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.

Page 1 of 6



May 01, 2014 through May 30, 2014
Primary Account 000000940006323

CHASE PLATINUM BUSINESS CHECKING

JAZ COLLECTION LLC

Account Number: 000000940006323

CHECKING SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$2,186.35
Deposits and Additions	3	10,050.92
Checks Paid	1	- 930.00
ATM & Debit Card Withdrawals	4	- 338.88
Electronic Withdrawals	3	- 6,880.74
Ending Balance	11	\$4,097.65

Your Chase Platinum Business Checking account provides:

- No transaction fees for unlimited electronic deposits (including ACH, ATM, wire, Chase Quick Deposit)
- 500 debits and non-electronic deposits (those made via check or cash in branches) per statement cycle
- \$25,000 in cash deposits per statement cycle
- Unlimited return deposited items with no fee

There are additional fee waivers and benefits associated with your account – please refer to your Deposit Account Agreement for more information.

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
05/12	Online Transfer From Mma ...2291 Transaction#: 3916468964	\$5,000.00
05/21	Online Transfer From Mma ...2291 Transaction#: 3933830130	5,000.00
05/21	Online Transfer From Mma ... 2291 Transaction#: 3933832065	50.92
Total Deposits and Additions		\$10,050.92

CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
9345 ^		05/29	\$930.00
Total Checks Paid			\$930.00

If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

^ An image of this check may be available for you to view on Chase.com.

May 01, 2014 through May 30, 2014
Primary Account: 000000940006323

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
05/07	Card Purchase 04/27 Florida Fashion Focus 305-7184320 FL Card 6169	\$79.00
05/07	Card Purchase 05/06 Sq *Meg Corp New York NY Card 6169	225.00
05/08	Card Purchase 05/07 Gyu-Kaku Restaurant New York City NY Card 6169	24.00
05/27	Card Purchase 05/24 Nyc Bike Share LLC 855-245-3311 OR Card 1946	10.88
Total ATM & Debit Card Withdrawals		\$338.88



ATM & DEBIT CARD SUMMARY

Zhong Zhuang Card 1946		
Total ATM Withdrawals & Debits		\$0.00
Total Card Purchases		\$10.88
Total Card Deposits & Credits		\$0.00
Yuwen Zhang Card 6169		
Total ATM Withdrawals & Debits		\$0.00
Total Card Purchases		\$328.00
Total Card Deposits & Credits		\$0.00
ATM & Debit Card Totals		
Total ATM Withdrawals & Debits		\$0.00
Total Card Purchases		\$338.88
Total Card Deposits & Credits		\$0.00

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
05/12	05/12 Payment To Chase Card Ending IN 6291	\$3,925.00
05/13	05/13 Book Transfer Debit A/C. Shinhan Bank Chung Ku Scoulkorea Republic of Ref: Pymt Reason: Office Expenses Trn: 3469100133Es	1,000.00
05/22	05/22 Payment To Chase Card Ending IN 6291	1,955.74
Total Electronic Withdrawals		\$6,880.74

DAILY ENDING BALANCE	
1	100.00
2	100.00
3	100.00
4	100.00
5	100.00
6	100.00
7	100.00
8	100.00
9	100.00
10	100.00
11	100.00
12	100.00
13	100.00
14	100.00
15	100.00
16	100.00
17	100.00
18	100.00
19	100.00
20	100.00
21	100.00
22	100.00
23	100.00
24	100.00
25	100.00
26	100.00
27	100.00
28	100.00
29	100.00
30	100.00
31	100.00
32	100.00
33	100.00
34	100.00
35	100.00
36	100.00
37	100.00
38	100.00
39	100.00
40	100.00
41	100.00
42	100.00
43	100.00
44	100.00
45	100.00
46	100.00
47	100.00
48	100.00
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50	100.00
51	100.00
52	100.00
53	100.00
54	100.00
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56	100.00
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59	100.00
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62	100.00
63	100.00
64	100.00
65	100.00
66	100.00
67	100.00
68	100.00
69	100.00
70	100.00
71	100.00
72	100.00
73	100.00
74	100.00
75	100.00
76	100.00
77	100.00
78	100.00
79	100.00
80	100.00
81	100.00
82	100.00
83	100.00
84	100.00
85	100.00
86	100.00
87	100.00
88	100.00
89	100.00
90	100.00
91	100.00
92	100.00
93	100.00
94	100.00
95	100.00
96	100.00
97	100.00
98	100.00
99	100.00
100	100.00

DATE	AMOUNT
05/07	\$1,892.35
05/08	1,868.35
05/12	2,943.35
05/13	1,943.35



May 01, 2014 through May 30, 2014
Primary Account: 000000940006323

DAILY ENDING BALANCE (continued)

DATE	AMOUNT
05/21	6,994.27
05/22	5,038.53
05/27	5,027.65
05/29	4,097.65

SERVICE CHARGE SUMMARY

Monthly Service Fee	\$0.00
Other Service Charges	\$0.00
Total Service Charges	\$0.00

SERVICE CHARGE DETAIL

DESCRIPTION	VOLUME	ALLOWED	CHARGED	PRICE/UNIT	TOTAL
Monthly Service Fee					
Monthly Service Fee Waived	0			\$95.00	\$0.00
Other Service Charges:					
Credits					
Non-Electronic Transactions	3	500	0	\$0.40	\$0.00
Miscellaneous Fees					
Outgoing Wires - International Manual	1	4	0	\$45.00	\$0.00
Subtotal Other Service Charges					\$0.00

ACCOUNT 000000940006323

Other Service Charges:	
Credits	
Non-Electronic Transactions	3
Miscellaneous Fees	
Outgoing Wires - International Manual	1

CHASE BUSINESS SELECT HIGH YIELD SAVINGS

JAZ COLLECTION LLC

Account Number: 000003073882291

SAVINGS SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$180,050.92
Deposits and Additions	1	21.55
Electronic Withdrawals	3	- 10,050.92
Ending Balance	4	\$170,021.55
Annual Percentage Yield Earned This Period		0.15%
Interest Earned This Period		\$21.55
Interest Paid Year-to-Date		\$72.47

Page 4 of 6



May 01, 2014 through May 30, 2014
Primary Account: 000000940006323

Your monthly service fee was waived because you maintained an average savings balance of \$10,000 or more during the statement period.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$180,050.92
05/12	05/12 Online Transfer To Chk ...6323 Transaction#: 3916468964	- 5,000.00	175,050.92
05/21	05/21 Online Transfer To Chk ...6323 Transaction#: 3933830130	- 5,000.00	170,050.92
05/21	05/21 Online Transfer To Chk ...6323 Transaction#: 3933832065	- 50.92	170,000.00
05/30	Interest Payment	21.55	170,021.55
	Ending Balance		\$170,021.55



You earned a higher interest rate on your Chase Business Select High Yield Savings account during this statement period because you had a qualifying Chase Platinum Business Checking account.

30 deposited items are provided with your account each month. There is a \$0.20 fee for each additional deposited item.



JPMorgan Chase Bank, N.A.
P O Box 659754
San Antonio, TX 78265 - 9754

May 31, 2014 through June 30, 2014
Primary Account: 000000940006323

CUSTOMER SERVICE INFORMATION

Web site: www.Chase.com
Service Center: 1-877-425-8100
Deaf and Hard of Hearing: 1-800-242-7383
Para Espanol: 1-888-622-4273
International Calls: 1-713-262-1679

00015697 DRE 802 219 18414 NNNNNNNNNYNN 1 000000000 D2 0000
JAZ COLLECTION LLC
24 LOGANS WAY STE A8
HOPEWELL JUNCTION NY 12533-3402



CONSOLIDATED BALANCE SUMMARY

ASSETS

	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Checking & Savings			
Chase Platinum Business Checking	000000940006323	\$4,097.65	\$1,344.22
Chase Business Select High Yield Savings	000003073882291	170,021.55	170,043.16
Total		\$174,119.20	\$171,387.38
TOTAL ASSETS		\$174,119.20	\$171,387.38

All Summary Balances shown are as of June 30, 2014 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.

CHASE PLATINUM BUSINESS CHECKING

JAZ COLLECTION LLC

Account Number: 000000940006323

CHECKING SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$4,097.65
Checks Paid	1	- 50.00
ATM & Debit Card Withdrawals	1	- 103.43
Electronic Withdrawals	3	- 2,600.00
Ending Balance	5	\$1,344.22



May 31, 2014 through June 30, 2014
Primary Account 00000940006323

Your Chase Platinum Business Checking account provides:

- No transaction fees for unlimited electronic deposits (including ACH, ATM, wire, Chase Quick Deposit)
- 500 debits and non-electronic deposits (those made via check or cash in branches) per statement cycle
- \$25,000 in cash deposits per statement cycle
- Unlimited return deposited items with no fee

There are additional fee waivers and benefits associated with your account – please refer to your Deposit Account Agreement for more information

CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
9344 ^		06/09	\$50.00
Total Checks Paid			\$50.00

If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

^ An image of this check may be available for you to view on Chase.com.

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
06/19	Card Purchase 06/18 Nyc Bike Share LLC 855-245-3311 OR Card 1946	\$103.43
Total ATM & Debit Card Withdrawals		\$103.43

ATM & DEBIT CARD SUMMARY

Zhong Zhuang Card 1946

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$103.43
Total Card Deposits & Credits	\$0.00

ATM & Debit Card Totals

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$103.43
Total Card Deposits & Credits	\$0.00



May 31, 2014 through June 30, 2014
Primary Account 000000940006323

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
06/04	Chase Quickpay Electronic Transfer 3958689070 To James Zhang	\$500.00
06/16	Chase Quickpay Electronic Transfer 3980720570 To James Zhang	1,600.00
06/27	Chase Quickpay Electronic Transfer 4002225475 To James Zhang	500.00
Total Electronic Withdrawals		\$2,600.00

DAILY ENDING BALANCE

DATE	AMOUNT
06/04	\$3,597.65
06/09	3,547.65
06/16	1,947.65
06/19	1,844.22
06/27	1,344.22

SERVICE CHARGE SUMMARY

Monthly Service Fee	\$0.00
Other Service Charges	\$0.00
Total Service Charges	\$0.00

The monthly service fee was waived on your Chase Platinum Business Checking account because you maintained the required relationship balance.

SERVICE CHARGE DETAIL

DESCRIPTION	VOLUME	ALLOWED	CHARGED	PRICE/UNIT	TOTAL
Monthly Service Fee					
Monthly Service Fee Waived	0			\$95.00	\$0.00
Other Service Charges:					
Credits					
Non-Electronic Transactions	2	500	0	\$0.40	\$0.00
Subtotal Other Service Charges					\$0.00

ACCOUNT 000000940006323

Other Service Charges:

Credits

Non-Electronic Transactions

2



May 31, 2014 through June 30, 2014
 Primary Account: 000000940006323

CHASE BUSINESS SELECT HIGH YIELD SAVINGS

JAZ COLLECTION LLC

Account Number: 000003073882291

SAVINGS SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$170,021.55
Deposits and Additions	1	21.61
Ending Balance	1	\$170,043.16
Annual Percentage Yield Earned This Period		0.15%
Interest Earned This Period		\$21.61
Interest Paid Year-to-Date		\$94.08

Your monthly service fee was waived because you maintained an average savings balance of \$10,000 or more during the statement period.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$170,021.55
06/30	Interest Payment	21.61	170,043.16
	Ending Balance		\$170,043.16

You earned a higher interest rate on your Chase Business Select High Yield Savings account during this statement period because you had a qualifying Chase Platinum Business Checking account.

30 deposited items are provided with your account each month. There is a \$0.20 fee for each additional deposited item.



JPMorgan Chase Bank, N.A.
P.O. Box 659754
San Antonio, TX 78265-9754

July 01, 2014 through July 31, 2014

Primary Account 000000940006323

00016170 DRE 802 21921714 NNNNNNNNNNN 1 000000000 D2 0000
JAZ COLLECTION LLC
24 LOGANS WAY STE A8
HOPEWELL JUNCTION NY 12533-3402

CUSTOMER SERVICE INFORMATION

Web site: www.Chase.com
Service Center: 1-877-425-8100
Deaf and Hard of Hearing: 1-800-242-7383
Para Espanol: 1-888-622-4273
International Calls: 1-713-262-1679



CONSOLIDATED BALANCE SUMMARY

ASSETS

Checking & Savings	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Platinum Business Checking	000000940006323	\$1,344.22	\$1,124.52
Chase Business Select High Yield Savings	000003073882291	170,043.16	143,020.28
Total		\$171,387.38	\$144,144.80
TOTAL ASSETS		\$171,387.38	\$144,144.80

All Summary Balances shown are as of July 31, 2014 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.

CHASE PLATINUM BUSINESS CHECKING

JAZ COLLECTION LLC

Account Number: 000000940006323

CHECKING SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$1,344.22
Deposits and Additions	9	21,883.03
Checks Paid	2	- 6,656.00
ATM & Debit Card Withdrawals	24	- 847.37
Electronic Withdrawals	5	- 14,599.36
Ending Balance	40	\$1,124.52



July 01, 2014 through July 31, 2014
Primary Account: 000000940006323

Your Chase Platinum Business Checking account provides:

- No transaction fees for unlimited electronic deposits (including ACH, ATM, wire, Chase Quick Deposit)
- 500 debits and non-electronic deposits (those made via check or cash in branches) per statement cycle
- \$25,000 in cash deposits per statement cycle
- Unlimited return deposited items with no fee

There are additional fee waivers and benefits associated with your account – please refer to your Deposit Account Agreement for more information.

This message confirms that you have overdraft protection on your checking account.

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
07/03	Transfer From Sav Xxxxxx2291	\$2,000.00
07/16	Online Transfer From Mma ...2291 Transaction#: 4037548570	1,000.00
07/17	Online Transfer From Mma ...2291 Transaction#: 4040002911	6,000.00
07/21	Online Transfer From Mma ...2291 Transaction#: 4046654869	2,883.00
07/24	ODP Transfer From Savings 000003073882291	1,950.00
07/24	Online Transfer From Mma ...2291 Transaction#: 4052096877	3,000.03
07/28	Online Transfer From Chk ...1220 Transaction#: 4059175352	2,000.00
07/28	Online Transfer From Mma ...2291 Transaction#: 4057329116	50.00
07/31	Online Transfer From Mma ...2291 Transaction#: 4065037812	3,000.00
Total Deposits and Additions		\$21,883.03

CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
3655 ^		07/18	\$5,042.00
9343 * ^		07/15	1,614.00
Total Checks Paid			\$6,656.00

If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

* All of your recent checks may not be on this statement, either because they haven't cleared yet or they were listed on one of your previous statements.

^ An image of this check may be available for you to view on Chase.com.

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
07/02	Card Purchase With Pin 07/02 Gristedes # 533 New York NY Card 6169	\$7.98
07/03	Card Purchase 07/01 Nyc Taxi Sbv104 Long Island NY Card 6169	17.00
07/03	Card Purchase With Pin 07/03 New York Mari Mott St New York NY Card 6169	7.50
07/07	Card Purchase 07/03 New York Mart Mott St New York NY Card 6169	19.07
07/07	Card Purchase With Pin 07/06 New York Mari Mott St New York NY Card 6169	7.50
07/07	Card Purchase 07/06 New York Mart Mott St New York NY Card 6169	13.27
07/08	Card Purchase 07/06 Hong Kong Supermarket New York NY Card 6169	23.01
07/09	Card Purchase With Pin 07/09 Wal Wal-Mart Super 550 Atlanta GA Card 6169	132.33

Page 2 of 8



July 01, 2014 through July 31, 2014
Primary Account: 000000940006323

ATM & DEBIT CARD WITHDRAWALS (continued)

DATE	DESCRIPTION	AMOUNT
07/17	Card Purchase 07/15 Hong Kong Supermarket New York NY Card 6169	38.44
07/21	Card Purchase With Pin 07/19 Target T1291 Phoenixville PA Card 1946	107.61
07/21	Card Purchase With Pin 07/19 Wal-Mart Stores Norristown PA Card 1946	21.44
07/21	Card Purchase 07/20 Plaza Azteca Kop King of Pruss PA Card 1946	34.00
07/21	Card Purchase With Pin 07/21 Rite Aid Corp. King of Pruss PA Card 6169	1.00
07/22	Card Purchase 07/21 Hot Topic 0037 King of Pruss PA Card 6169	89.91
07/23	Card Purchase 07/22 Plaza Azteca Kop King of Pruss PA Card 6169	29.00
07/23	Card Purchase With Pin 07/23 Target T1291 Phoenixville PA Card 6169	30.23
07/23	Card Purchase With Pin 07/23 Wegmans 600 Commerce Collegeville PA Card 6169	31.16
07/23	Card Purchase With Pin 07/23 The Home Depot 4145 Norristown PA Card 6169	112.19
07/23	Card Purchase With Pin 07/23 Staples, Inc Wayno PA Card 6169	2.11
07/23	Card Purchase With Pin 07/23 Wal-Mart #5229 Wyncote PA Card 6169	5.95
07/25	Card Purchase With Pin 07/25 Grisedes # 533 New York NY Card 6169	2.92
07/28	Card Purchase 07/26 Hong Kong Supermarket New York NY Card 6169	18.75
07/30	Card Purchase 07/29 Nyc Taxi 4H45 Woodside NY Card 6169	19.00
07/30	Card Purchase 07/29 K D Gems & Beads Inc New York NY Card 6169	76.00
Total ATM & Debit Card Withdrawals		\$847.37


ATM & DEBIT CARD SUMMARY

Zhong Zhuang Card 1946

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$163.05
Total Card Deposits & Credits	\$0.00

Yuwen Zhang Card 6169

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$684.32
Total Card Deposits & Credits	\$0.00

ATM & Debit Card Totals

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$847.37
Total Card Deposits & Credits	\$0.00



July 01, 2014 through July 31, 2014
Primary Account: 000000940006323

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
07/03	07/03 Book Transfer Debit A/C: Shinhan Bank Chung Ku Seoul Korea Republic of Ref: Pymt Reason:None of The Above Trn. 4441100184Es	\$2,141.00
07/24	07/24 Payment To Chase Card Ending IN 6291	3,608.36
07/24	Chase Quickpay Electronic Transfer 4052326142 To Yuwen Zhang	5,000.00
07/29	Chase Quickpay Electronic Transfer 4059177278 To James Zhang	1,200.00
07/31	Chase Quickpay Electronic Transfer 4065038554 To Hassan Ahmad	2,650.00
Total Electronic Withdrawals		\$14,599.36

DAILY ENDING BALANCE

DATE	AMOUNT	DATE	AMOUNT
07/02	\$1,336.24	07/21	4,000.07
07/03	1,170.74	07/22	3,910.16
07/07	1,130.90	07/23	3,699.52
07/08	1,107.89	07/24	41.19
07/09	975.56	07/25	38.27
07/15	-638.44	07/28	2,069.52
07/16	361.56	07/29	869.52
07/17	6,323.12	07/30	774.52
07/18	1,281.12	07/31	1,124.52

SERVICE CHARGE SUMMARY

Monthly Service Fee	\$0.00
Other Service Charges	\$0.00
Total Service Charges	\$0.00

The monthly service fee was waived on your Chase Platinum Business Checking account because you maintained the required relationship balance.

SERVICE CHARGE DETAIL

DESCRIPTION	VOLUME	ALLOWED	CHARGED	PRICE/UNIT	TOTAL
Monthly Service Fee					
Monthly Service Fee Waived	0			\$95.00	\$0.00
Accident Forgiveness					
ODP Transfers	1	1	0	\$0.00	\$0.00
Other Service Charges:					
Electronic Credits					
Electronic Credits	2	Unlimited	0	\$0.40	\$0.00
Credits					
Non-Electronic Transactions	27	500	0	\$0.40	\$0.00
Miscellaneous Fees					
Outgoing Wires - International Manual	1	4	0	\$45.00	\$0.00
Subtotal Other Service Charges					\$0.00

ACCOUNT 000000940006323

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July 01, 2014 through July 31, 2014
Primary Account: 000000940006323

SERVICE CHARGE DETAIL (continued)

DESCRIPTION	VOLUME	ALLOWED	CHARGED	PRICE/UNIT	TOTAL
Accident Forgiveness					
ODP Transfers	1				
Other Service Charges:					
Electronic Credits					
Electronic Credits	2				
Credits					
Non-Electronic Transactions	27				
Miscellaneous Fees					
Outgoing Wires - International Manual	1				


CHASE BUSINESS SELECT HIGH YIELD SAVINGS

JAZ COLLECTION LLC

Account Number: 000003073882291

SAVINGS SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$170,043.16
Deposits and Additions	1	20.28
Electronic Withdrawals	9	- 23,093.16
Fees and Other Withdrawals	2	- 3,950.00
Ending Balance	12	\$143,020.28
Annual Percentage Yield Earned This Period		0.15%
Interest Earned This Period		\$20.28
Interest Paid Year-to-Date		\$114.36

Your monthly service fee was waived because you maintained an average savings balance of \$10,000 or more during the statement period.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$170,043.16
07/03	07/03 Transfer To Chk Xxxx6323	- 2,000.00	168,043.16
07/16	07/16 Online Transfer To Chk ... 5123 Transaction# 4037544228	- 1,000.00	167,043.16
07/16	07/16 Online Transfer To Chk ... 6323 Transaction# 4037548570	- 1,000.00	166,043.16
07/17	07/17 Online Transfer To Chk ... 6323 Transaction# 4040002911	- 6,000.00	160,043.16
07/17	07/17 Payment To Credit Card Vis XXXXXXXXXXXX6291	- 4,160.13	155,883.03
07/21	07/21 Online Transfer To Chk ... 6323 Transaction# 4046654869	- 2,883.00	153,000.03
07/24	07/24 Online Transfer To Chk ... 6323 Transaction# 4052096877	- 3,000.03	150,000.00
07/24	ODP Transfer To Checking 000000940006323	- 1,950.00	148,050.00
07/28	07/27 Online Transfer To Chk ... 6323 Transaction# 4057329116	- 50.00	148,000.00

Page 5 of 8



July 01, 2014 through July 31, 2014
 Primary Account: 000000940006323

TRANSACTION DETAIL <i>(continued)</i>			
DATE	DESCRIPTION	AMOUNT	BALANCE
07/28	07/28 Online Transfer To Chk ...1220 Transaction#: 4059172795	- 2,000.00	146,000.00
07/31	07/31 Online Transfer To Chk ...6323 Transaction#: 4065037812	- 3,000.00	143,000.00
07/31	Interest Payment	20.28	143,020.28
	Ending Balance		\$143,020.28

You earned a higher interest rate on your Chase Business Select High Yield Savings account during this statement period because you had a qualifying Chase Platinum Business Checking account.

30 deposited items are provided with your account each month. There is a \$0.20 fee for each additional deposited item.



JPMorgan Chase Bank, N.A.
P O Box 659754
San Antonio, TX 78265-9754

August 01, 2014 through August 29, 2014
Primary Account: 000000940006323

CUSTOMER SERVICE INFORMATION

Web site: www.Chase.com
Service Center: 1-877-425-8100
Deaf and Hard of Hearing: 1-800-242-7383
Para Espanol: 1-888-622-4273
International Calls: 1-713-262-1679

00012941 DRE 802 219 24714 NNNNNNNNNNN 1 000000000 D2 0000
JAZ COLLECTION LLC
24 LOGANS WAY STE A8
HOPEWELL JUNCTION NY 12533-3402



We will be updating your Business Deposit Account Agreement

Effective November 16, 2014, we will be updating your agreement. The updated agreement will explain that if you allow anyone to use your bank Card, or if you don't exercise ordinary care (examples of not exercising ordinary care: if you keep your PIN with your Card, or select your birthday as your PIN) you will be responsible for all authorized and unauthorized transactions. Please see Section I of the Electronic Funds Transfer Terms. You can review your agreement by logging on to chase.com or visiting a branch. If you have questions, please call us at the telephone number listed on this statement or visit your nearest Chase branch.

CONSOLIDATED BALANCE SUMMARY

ASSETS

Checking & Savings	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Platinum Business Checking	000000940006323	\$1,124.52	\$1,422.72
Chase Business Select High Yield Savings	000003073882291	143,020.28	100,012.71
Total		\$144,144.80	\$101,435.43
TOTAL ASSETS		\$144,144.80	\$101,435.43

All Summary Balances shown are as of August 29, 2014 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.



August 01, 2014 through August 29, 2014
Primary Account: 000000940006323

CHASE PLATINUM BUSINESS CHECKING

JAZ COLLECTION LLC

Account Number: 000000940006323

CHECKING SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$1,124.52
Deposits and Additions	4	42,025.27
Checks Paid	1	- 6,067.00
ATM & Debit Card Withdrawals	48	- 2,902.71
Electronic Withdrawals	4	- 32,757.36
Ending Balance	57	\$1,422.72

Your Chase Platinum Business Checking account provides:

- No transaction fees for unlimited electronic deposits (including ACH, ATM, wire, Chase Quick Deposit)
- 500 debits and non-electronic deposits (those made via check or cash in branches) per statement cycle
- \$25,000 in cash deposits per statement cycle
- Unlimited return deposited items with no fee

There are additional fee waivers and benefits associated with your account – please refer to your Deposit Account Agreement for more information

This message confirms that you have overdraft protection on your checking account.

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
08/04	Online Transfer From Mma .. 2291 Transaction# 4070629487	\$30,000.00
08/04	Online Transfer From Mma .. 2291 Transaction# 4070638550	20.28
08/11	Online Transfer From Mma .. 2291 Transaction# 4086204793	11,000.00
08/27	Credit Due To ATM Dispute	1,004.99
Total Deposits and Additions		\$42,025.27

CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
2508 ^		08/26	\$6,067.00
Total Checks Paid			\$6,067.00

If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image

^ An image of this check may be available for you to view on Chase.com

Page 2 of 8



August 01, 2014 through August 29, 2014
Primary Account: 000000940006323

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
08/01	Card Purchase 07/31 Docks Fish Market West Palm Bea FL Card 6169	\$70.00
08/04	Card Purchase 08/01 Don Ramon West Palm Bea FL Card 6169	57.00
08/04	Card Purchase 08/02 IL Bellagio W Palm Beach FL Card 6169	66.00
08/04	Card Purchase With Pin 08/03 Publix Super Mar 375 West Palm Bea FL Card 6169	36.17
08/05	Card Purchase 08/03 IL Bellagio W Palm Beach FL Card 6169	82.00
08/05	Card Purchase 08/04 Charley/Scrab-Palmba 456 S Ocean B FL Card 6169	26.00
08/06	Card Purchase 08/04 Don Ramon West Palm Bea FL Card 6169	35.00
08/06	Card Purchase 08/05 Popeye's #11492 Hollywood FL Card 6169	19.06
08/06	Card Purchase 08/05 Popeyo's #11492 Hollywood FL Card 6169	3.17
08/06	Card Purchase With Pin 08/06 Cvs 10043 10043--235 P Atlanta GA Card 1946	2.15
08/07	Card Purchase 08/05 IL Bellagio W Palm Beach FL Card 6169	68.00
08/07	Card Purchase 08/06 Delta Air 00682473755 West Palm FL Card 1946	25.00
08/07	Card Purchase 08/06 Delta Air 00682475757 West Palm FL Card 1946	25.00
08/07	Card Purchase 08/06 Delta Air 00682475757 West Palm FL Card 1946	25.00
08/07	Card Purchase 08/06 Marta Atlanta 00000026 Atlanta GA Card 6169	10.50
08/07	Card Purchase With Pin 08/07 Nws Marta 262 Atlanta GA Card 6169	5.00
08/07	Card Purchase With Pin 08/07 Nws Marta 062 Atlanta GA Card 6169	5.00
08/07	Card Purchase With Pin 08/07 Nws Marta 760 Atlanta GA Card 6169	5.00
08/08	Card Purchase 08/06 Hsus Gourmet Atlanta GA Card 1946	34.00
08/08	Card Purchase With Pin 08/08 Nws Marta 232 Atlanta GA Card 6169	5.00
08/08	Card Purchase With Pin 08/08 Nws Marta 731 Atlanta GA Card 6169	5.00
08/08	Card Purchase With Pin 08/08 Nws Marta 032 Atlanta GA Card 6169	5.00
08/11	Card Purchase 08/07 Mandarin House Atlanta GA Card 6169	23.00
08/11	Card Purchase 08/08 A&D Buffalo's Atlanta GA Card 1946	8.01
08/11	Card Purchase With Pin 08/09 Nws Marta 961 Atlanta GA Card 6169	5.00
08/11	Card Purchase With Pin 08/09 Nws Marta 860 Atlanta GA Card 6169	5.00
08/11	Card Purchase With Pin 08/09 Nws Marta 160 Atlanta GA Card 6169	5.00
08/11	Card Purchase 08/10 World Wide Display Atlanta GA Card 1946	73.50
08/12	Card Purchase 08/10 Fairfield Inn&Suites Pe Atlanta GA Card 6169	292.98
08/12	Card Purchase 08/11 World of Coca Cola POS Atlanta GA Card 1946	34.56
08/12	Card Purchase 08/11 Sq *Masresha/ Assuran College Park GA Card 1946	36.00
08/12	Card Purchase 08/11 Delta Air 00682484752 Atlanta GA Card 6169	25.00
08/12	Card Purchase 08/11 Delta Air 00682484752 Atlanta GA Card 6169	25.00
08/13	Card Purchase 08/11 Mandarin House Atlanta GA Card 6169	25.00
08/13	Card Purchase 08/12 Exquisite Jewelry Group New York NY Card 1946	8.17
08/13	Card Purchase 08/12 Toho Shoji New York Inc New York NY Card 6169	15.19
08/13	Card Purchase 08/12 Lady M Bryant Par New York NY Card 6169	22.20
08/13	Card Purchase 08/12 Jacks 99-40 New York NY Card 6169	18.32
08/18	Card Purchase 08/15 Usairways 03723696870 Newark NJ Card 1946	50.00
08/18	Non-Chase ATM Withdraw 08/16 Gca* Wynn Las Vegas Las Vegas NV Card 1946	504.99
08/18	Card Purchase 08/17 Panda Express #833 Las Vegas NV Card 1946	11.82
08/19	Non-Chase ATM Withdraw 08/18 Gca* Venetian Palazzo R Las Vegas NV Card 1946	1,004.99
08/20	Card Purchase 08/17 San Gennaro Burger Las Vegas NV Card 1946	12.92
08/22	Card Purchase 08/21 Hudson News Las Vegas NV Card 6169	5.40

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August 01, 2014 through August 29, 2014
Primary Account 000000940006323

ATM & DEBIT CARD WITHDRAWALS *(continued)*

DATE	DESCRIPTION	AMOUNT
08/22	Card Purchase 08/21 Panda Express #2301 Phoenix AZ Card 6169	10.49
08/22	Card Purchase 08/21 Wildflower Bread 016 Phoenix AZ Card 6169	2.30
08/22	Card Purchase 08/22 Burger King D-30402069 Las Vegas NV Card 6169	13.82
08/25	Card Purchase 08/21 Usairways 03723704006 Las Vegas NV Card 6169	50.00
Total ATM & Debit Card Withdrawals		\$2,902.71

ATM & DEBIT CARD SUMMARY

Zhong Zhuang Card 1946		
Total ATM Withdrawals & Debits		\$1,509.98
Total Card Purchases		\$346.13
Total Card Deposits & Credits		\$0.00
Yuwen Zhang Card 6169		
Total ATM Withdrawals & Debits		\$0.00
Total Card Purchases		\$1,046.60
Total Card Deposits & Credits		\$0.00
ATM & Debit Card Totals		
Total ATM Withdrawals & Debits		\$1,509.98
Total Card Purchases		\$1,392.73
Total Card Deposits & Credits		\$0.00

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
08/05	Nyuniversity Nyu 536794 Web ID 5135562308	\$24,424.00
08/11	08/11 Payment To Chase Card Ending IN 6291	3,608.36
08/26	Chase Quickpay Electronic Transfer 4110797530 To Hassan Ahmad	2,725.00
08/27	08/27 Payment To Credit Card Vis XXXXXXXXXXXX6291	2,000.00
Total Electronic Withdrawals		\$32,757.36

DAILY ENDING BALANCE

DATE	AMOUNT	DATE	AMOUNT
08/01	\$1,054.52	08/06	6,324.25
08/04	30,915.63	08/07	6,155.75
08/05	6,383.63	08/08	6,106.75

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August 01, 2014 through August 29, 2014
Primary Account: 000000940006323

DAILY ENDING BALANCE (continued)

DATE	AMOUNT	DATE	AMOUNT
08/11	13,378.88	08/20	11,291.74
08/12	12,965.34	08/22	11,259.73
08/13	12,876.46	08/25	11,209.73
08/18	12,309.65	08/26	2,417.73
08/19	11,304.66	08/27	1,422.72

SERVICE CHARGE SUMMARY

Monthly Service Fee	\$0.00
Other Service Charges	\$0.00
Total Service Charges	\$0.00

The monthly service fee was waived on your Chase Platinum Business Checking account because you maintained the required relationship balance.

SERVICE CHARGE DETAIL

DESCRIPTION	VOLUME	ALLOWED	CHARGED	PRICE/UNIT	TOTAL
Monthly Service Fee					
Monthly Service Fee Waived	0			\$95.00	\$0.00
No Hassle Fees					
ATM - Non Chase Withdrawal	2	Unlimited	0	\$2.00	\$0.00
Other Service Charges:					
Credits					
Non-Electronic Transactions	51	500	0	\$0.40	\$0.00
Subtotal Other Service Charges					\$0.00
ACCOUNT 000000940006323					
No Hassle Fees					
ATM - Non Chase Withdrawal	2				
Other Service Charges:					
Credits					
Non-Electronic Transactions	51				



August 01, 2014 through August 29, 2014
Primary Account 000000940006323

CHASE BUSINESS SELECT HIGH YIELD SAVINGS

JAZ COLLECTION LLC

Account Number: 000003073882291

SAVINGS SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$143,020.28
Deposits and Additions	1	12.71
Electronic Withdrawals	4	- 43,020.28
Ending Balance	5	\$100,012.71
Annual Percentage Yield Earned This Period		0.15%
Interest Earned This Period		\$12.71
Interest Paid Year-to-Date		\$127.07

Your monthly service fee was waived because you maintained an average savings balance of \$10,000 or more during the statement period.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$143,020.28
08/01	08/01 Online Transfer To Chk ... 5123 Transaction# 4067224688	- 2,000.00	141,020.28
08/04	08/02 Online Transfer To Chk ... 6323 Transaction# 4070629487	- 30,000.00	111,020.28
08/04	08/02 Online Transfer To Chk ... 6323 Transaction# 4070638550	- 20.28	111,000.00
08/11	08/11 Online Transfer To Chk ... 6323 Transaction# 4086204793	- 11,000.00	100,000.00
08/29	Interest Payment	12.71	100,012.71
	Ending Balance		\$100,012.71

You earned a higher interest rate on your Chase Business Select High Yield Savings account during this statement period because you had a qualifying Chase Platinum Business Checking account.

30 deposited items are provided with your account each month. There is a \$0.20 fee for each additional deposited item.

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JPMorgan Chase Bank, N.A.
P O Box 659754
San Antonio, TX 78265-9754

August 30, 2014 through September 30, 2014

Primary Account: 00000940006323

CUSTOMER SERVICE INFORMATION

Web site: www.Chase.com
Service Center: 1-877-425-8100
Deaf and Hard of Hearing: 1-800-242-7383
Para Espanol: 1-888-622-4273
International Calls: 1-713-262-1679

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JAZ COLLECTION LLC
24 LOGANS WAY STE A8
HOPEWELL JUNCTION NY 12533-3402



CONSOLIDATED BALANCE SUMMARY

ASSETS

	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Checking & Savings			
Chase Platinum Business Checking	00000940006323	\$1,422.72	-\$6.16
Chase Business Select High Yield Savings	000003073882291	100,012.71	100,025.83
Total		\$101,435.43	\$100,019.67
TOTAL ASSETS		\$101,435.43	\$100,019.67

All Summary Balances shown are as of September 30, 2014 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.

CHASE PLATINUM BUSINESS CHECKING

JAZ COLLECTION LLC

Account Number: 00000940006323

CHECKING SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$1,422.72
ATM & Debit Card Withdrawals	3	- 81.00
Electronic Withdrawals	1	- 342.89
Fees and Other Withdrawals	1	- 1,004.99
Ending Balance	5	-\$6.16



August 30, 2014 through September 30, 2014

Primary Account: 000000940006323

Your Chase Platinum Business Checking account provides:

- No transaction fees for unlimited electronic deposits (including ACH, ATM, wire, Chase Quick Deposit)
- 500 debits and non-electronic deposits (those made via check or cash in branches) per statement cycle
- \$25,000 in cash deposits per statement cycle
- Unlimited return deposited items with no fee

There are additional fee waivers and benefits associated with your account – please refer to your Deposit Account Agreement for more information.

This message confirms that you have overdraft protection on your checking account.

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
09/11	Card Purchase 09/10 Mapo Tofu Food Corp New York NY Card 1946	\$24.00
09/12	Card Purchase 09/11 Gyu-Kaku Restaurant New York City NY Card 1946	17.00
09/29	ATM Withdrawal 09/28 231 Grand St New York NY Card 6169	40.00
Total ATM & Debit Card Withdrawals		\$81.00

ATM & DEBIT CARD SUMMARY

Zhong Zhuang Card 1946

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$41.00
Total Card Deposits & Credits	\$0.00

Yuwen Zhang Card 6169

Total ATM Withdrawals & Debits	\$40.00
Total Card Purchases	\$0.00
Total Card Deposits & Credits	\$0.00

ATM & Debit Card Totals

Total ATM Withdrawals & Debits	\$40.00
Total Card Purchases	\$41.00
Total Card Deposits & Credits	\$0.00

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
09/15	09/13 Payment To Chase Card Ending IN 5840	\$342.89
Total Electronic Withdrawals		\$342.89

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August 30, 2014 through September 30, 2014
Primary Account: 000000940006323

FEES AND OTHER WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
09/30	Reverse Credit For ATM Dispute	\$1,004.99
Total Fees & Other Withdrawals		\$1,004.99

DAILY ENDING BALANCE

DATE	AMOUNT
09/11	\$1,398.72
09/12	1,381.72
09/15	1,038.83
09/29	998.83
09/30	-6.16

SERVICE CHARGE SUMMARY

Monthly Service Fee	\$0.00
Other Service Charges	\$0.00
Total Service Charges	\$0.00

The monthly service fee was waived on your Chase Platinum Business Checking account because you maintained the required relationship balance.

SERVICE CHARGE DETAIL

DESCRIPTION	VOLUME	ALLOWED	CHARGED	PRICE/UNIT	TOTAL
Monthly Service Fee					
Monthly Service Fee Waived	0			\$95.00	\$0.00
Other Service Charges:					
Credits					
Non-Electronic Transactions	3	500	0	\$0.40	\$0.00
Subtotal Other Service Charges					\$0.00
ACCOUNT 000000940006323					
Other Service Charges:					
Credits					
Non-Electronic Transactions	3				



August 30, 2014 through September 30, 2014
Primary Account: 000000940006323

CHASE BUSINESS SELECT HIGH YIELD SAVINGS

JAZ COLLECTION LLC

Account Number: 000003073882291

SAVINGS SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$100,012.71
Deposits and Additions	1	13.12
Ending Balance	1	\$100,025.83
Annual Percentage Yield Earned This Period		0.15%
Interest Earned This Period		\$13.12
Interest Paid Year-to-Date		\$140.19

Your monthly service fee was waived because you maintained an average savings balance of \$10,000 or more during the statement period.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$100,012.71
09/30	Interest Payment	13.12	100,025.83
	Ending Balance		\$100,025.83

You earned a higher interest rate on your Chase Business Select High Yield Savings account during this statement period because you had a qualifying Chase Platinum Business Checking account.

30 deposited items are provided with your account each month. There is a \$0.20 fee for each additional deposited item.



JPMorgan Chase Bank, N.A.
P O Box 659754
San Antonio, TX 78265 - 9754

October 01, 2014 through October 31, 2014

Primary Account: 00000940006323

CUSTOMER SERVICE INFORMATION

Web site: www.Chase.com
Service Center: 1-877-425-8100
Deaf and Hard of Hearing: 1-800-242-7383
Para Espanol: 1-888-622-4273
International Calls: 1-713-262-1679

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JAZ COLLECTION LLC
24 LOGANS WAY STE A8
HOPEWELL JUNCTION NY 12533-3402



CONSOLIDATED BALANCE SUMMARY

ASSETS

Checking & Savings	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Platinum Business Checking	00000940006323	-\$6.16	\$1,486.43
Chase Business Select High Yield Savings	000003073882291	100,025.83	85,008.52
Total		\$100,019.67	\$86,494.95
TOTAL ASSETS		\$100,019.67	\$86,494.95

All Summary Balances shown are as of October 31, 2014 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.

CHASE PLATINUM BUSINESS CHECKING

JAZ COLLECTION LLC

Account Number: 00000940006323

CHECKING SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		-\$6.16
Deposits and Additions	4	15,025.00
Checks Paid	2	- 3,672.00
ATM & Debit Card Withdrawals	2	- 30.00
Electronic Withdrawals	3	- 9,830.41
Ending Balance	11	\$1,486.43



October 01, 2014 through October 31, 2014
Primary Account: 000000940006323

Your Chase Platinum Business Checking account provides:

- No transaction fees for unlimited electronic deposits (including ACH, ATM, wire, Chase Quick Deposit)
- 500 debits and non-electronic deposits (those made via check or cash in branches) per statement cycle
- \$25,000 in cash deposits per statement cycle
- Unlimited return deposited items with no fee

There are additional fee waivers and benefits associated with your account – please refer to your Deposit Account Agreement for more information.

This message confirms that you have overdraft protection on your checking account.

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
10/02	Transfer From Sav Xxxxxx2291	\$10,000.00
10/02	Transfer From Sav Xxxxxx2291	25.00
10/15	ODP Transfer From Savings 000003073882291	800.00
10/27	Online Transfer From Mma ... 2291 Transaction#: 4229968223	4,200.00
Total Deposits and Additions		\$15,025.00

CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
2509 ^		10/15	\$1,600.00
6552 * ^		10/07	2,072.00
Total Checks Paid			\$3,672.00

If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

* All of your recent checks may not be on this statement, either because they haven't cleared yet or they were listed on one of your previous statements

^ An image of this check may be available for you to view on Chase.com.

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
10/09	ATM Withdrawal 10/09 100 Lincoln Rd Miami Beach FL Card 6169	\$20.00
10/24	Card Purchase 10/23 Nyc Bike Share LLC 855-245-3311 OR Card 1946	10.00
Total ATM & Debit Card Withdrawals		\$30.00

ATM & DEBIT CARD SUMMARY

Zhong Zhuang Card 1946

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$10.00
Total Card Deposits & Credits	\$0.00

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October 01, 2014 through October 31, 2014
Primary Account: 000000940006323

Yuwen Zhang Card 6169

Total ATM Withdrawals & Debits	\$20.00
Total Card Purchases	\$0.00
Total Card Deposits & Credits	\$0.00

ATM & Debit Card Totals

Total ATM Withdrawals & Debits	\$20.00
Total Card Purchases	\$10.00
Total Card Deposits & Credits	\$0.00



ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
10/07	10/07 Book Transfer Debit A/C: Jewelers International Showcasboca Raton, FL 334872827 Tr: 4584800280Es	\$2,092.00
10/15	10/15 Payment To Chaso Card Ending IN 6291	5,013.41
10/29	Chase Quickpay Electronic Transfer 4231431166 To Hassan Ahmad	2,725.00
Total Electronic Withdrawals		\$9,830.41

DAILY ENDING BALANCE

DATE	AMOUNT
10/02	\$10,018.84
10/07	5,854.84
10/09	5,834.84
10/15	21.43
10/24	11.43
10/27	4,211.43
10/29	1,486.43

SERVICE CHARGE SUMMARY

Monthly Service Fee	\$95.00
Other Service Charges	\$0.00
Total Service Charges	\$95.00

Will be assessed on 11/5/14

You were assessed a monthly service fee on your Chase Platinum Business Checking account because you did not maintain the required relationship balance.



October 01, 2014 through October 31, 2014
Primary Account: 00000940006323

SERVICE CHARGE DETAIL

DESCRIPTION	VOLUME	ALLOWED	CHARGED	PRICE/UNIT	TOTAL
Monthly Service Fee	1			\$95.00	\$95.00
Accident Forgiveness	1	1	0	\$0.00	\$0.00
ODP Transfers					
Other Service Charges:					
Electronic Credits					
Electronic Credits	3	Unlimited	0	\$0.40	\$0.00
Credits					
Non-Electronic Transactions	5	500	0	\$0.40	\$0.00
Miscellaneous Fees					
Outgoing Wires - Domestic Manual	1	4	0	\$30.00	\$0.00
Subtotal Other Service Charges (Will be assessed on 11/3/14)					\$95.00

ACCOUNT 00000940006323

Monthly Service Fee	1
Accident Forgiveness	1
ODP Transfers	1
Other Service Charges:	
Electronic Credits	3
Credits	
Non-Electronic Transactions	5
Miscellaneous Fees	
Outgoing Wires - Domestic Manual	1

CHASE BUSINESS SELECT HIGH YIELD SAVINGS

JAZ COLLECTION LLC

Account Number: 000003073882291

SAVINGS SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$100,025.83
Deposits and Additions	1	7.69
Electronic Withdrawals	3	- 14,225.00
Fees and Other Withdrawals	1	- 800.00
Ending Balance	5	\$85,008.52
Annual Percentage Yield Earned This Period		0.10%
Interest Earned This Period		\$7.69
Interest Paid Year-to-Date		\$147.88

Your monthly service fee was waived because you maintained an average savings balance of \$10,000 or more during the statement period.

Page 4 of 8



October 01, 2014 through October 31, 2014
 Primary Account: 000000940006323

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$100,025.83
10/02	10/02 Transfer To Chk Xxxx6323	- 25.00	100,000.83
10/02	10/02 Transfer To Chk Xxxx6323	- 10,000.00	90,000.83
10/15	ODP Transfer To Checking 000000940006323	- 800.00	89,200.83
10/27	10/25 Online Transfer To Chk . 6323 Transaction# 4229968223	- 4,200.00	85,000.83
10/31	Interest Payment	7.69	85,008.52
	Ending Balance		\$85,008.52



You earned a higher interest rate on your Chase Business Select High Yield Savings account during this statement period because you had a qualifying Chase Platinum Business Checking account.

30 deposited items are provided with your account each month. There is a \$0.20 fee for each additional deposited item.



JPMorgan Chase Bank, N.A.
P O Box 659754
San Antonio, TX 78265-9754

November 01, 2014 through November 28, 2014

Primary Account: 00000940006323

CUSTOMER SERVICE INFORMATION

Web site: www.Chase.com
Service Center: 1-877-425-8100
Deaf and Hard of Hearing: 1-800-242-7383
Para Espanol: 1-888-622-4273
International Calls: 1-713-262-1679

00013500 DRE 802 219 33714 NNNNNNNNNN 1 000000000 D2 0000
JAZ COLLECTION LLC
24 LOGANS WAY STE A8
HOPEWELL JUNCTION NY 12533-3402



We updated your Deposit Account Agreement

We added clarifying information about overdrafts to your agreement on November 16, 2014, including:

- A revised explanation of the order in which withdrawals post to your account. As a reminder, deposits will generally continue to post first to your account.
- Details about our end of business day cutoff times so you know when you can add money to your account to avoid an overdraft.

For a copy of your agreement, you can view it anytime by logging in at chase.com and clicking Legal Agreements and Disclosures at the bottom of any page, or visit a branch.

If you have questions, please call us at the telephone number listed on this statement or visit your nearest Chase branch

CONSOLIDATED BALANCE SUMMARY

ASSETS

Checking & Savings	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Platinum Business Checking	00000940006323	\$1,486.43	\$6,495.43
Chase Business Select High Yield Savings	000003073882291	85,008.52	80,006.69
Total		\$86,494.95	\$86,502.12
TOTAL ASSETS		\$86,494.95	\$86,502.12

All Summary Balances shown are as of November 28, 2014 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.



November 01, 2014 through November 28, 2014
Primary Account: 000000940006323

CHASE PLATINUM BUSINESS CHECKING

JAZ COLLECTION LLC

Account Number: 000000940006323

CHECKING SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$1,486.43
Deposits and Additions	3	8,959.00
Electronic Withdrawals	3	- 3,855.00
Fees and Other Withdrawals	1	- 95.00
Ending Balance	7	\$6,485.43

Your Chase Platinum Business Checking account provides:

- No transaction fees for unlimited electronic deposits (including ACH, ATM, wire, Chase Quick Deposit)
- 500 debits and non-electronic deposits (those made via check or cash in branches) per statement cycle
- \$25,000 in cash deposits per statement cycle
- Unlimited return deposited items with no fee

There are additional fee waivers and benefits associated with your account – please refer to your Deposit Account Agreement for more information

This message confirms that you have overdraft protection on your checking account.

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
11/03	ODP Transfer From Savings 000003073882291	\$2,150.00
11/07	Online Transfer From Mma ...2291 Transaction#: 4255067183	2,558.00
11/14	Deposit 646741140	4,251.00
Total Deposits and Additions		\$8,959.00

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
11/03	Chase Quickpay Electronic Transfer 4242796047 To James Zhang	\$3,600.00
11/14	Chase Autopaybus PPD ID: 4760039224	155.00
11/18	Chase Quickpay Electronic Transfer 4274432155 To James Zhang	100.00
Total Electronic Withdrawals		\$3,855.00

FEES AND OTHER WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
11/05	Service Charges For The Month of October	\$95.00
Total Fees & Other Withdrawals		\$95.00

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November 01, 2014 through November 28, 2014

Primary Account: 000000940006323

DAILY ENDING BALANCE

DATE	AMOUNT
11/03	\$36.43
11/05	-58.57
11/07	2,499.43
11/14	6,595.43
11/18	6,495.43

SERVICE CHARGE SUMMARY

Chase Platinum Business Checking Accounts Included: 00000000000650760072

Monthly Service Fee	\$0.00
Other Service Charges	\$0.00
Total Service Charges	\$0.00

The monthly service fee was waived on your Chase Platinum Business Checking account because you maintained the required relationship balance

SERVICE CHARGE DETAIL

DESCRIPTION	VOLUME	ALLOWED	CHARGED	PRICE/UNIT	TOTAL
Monthly Service Fee					
Monthly Service Fee Waived	0			\$95.00	\$0.00
Accident Forgiveness					
ODP Transfers	1	1	0	\$0.00	\$0.00
Other Service Charges:					
Electronic Credits					
Electronic Credits	1	Unlimited	0	\$0.40	\$0.00
Credits					
Non-Electronic Transactions	87	500	0	\$0.40	\$0.00
Subtotal Other Service Charges					\$0.00

ACCOUNT 000000650760072

Other Service Charges:
Credits

Non-Electronic Transactions	83
-----------------------------	----

ACCOUNT 000000940006323

Accident Forgiveness
ODP Transfers
Other Service Charges:
Electronic Credits
Credits
Non-Electronic Transactions

1
1
4



November 01, 2014 through November 28, 2014
Primary Account: 000000940006323

CHASE BUSINESS SELECT HIGH YIELD SAVINGS

JAZ COLLECTION LLC

Account Number: 000003073882291

SAVINGS SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$85,008.52
Deposits and Additions	1	6.17
Electronic Withdrawals	1	- 2,558.00
Fees and Other Withdrawals	3	- 2,450.00
Ending Balance	5	\$80,006.69
Annual Percentage Yield Earned This Period		0.10%
Interest Earned This Period		\$6.17
Interest Paid Year-to-Date		\$154.05

Your monthly service fee was waived because you maintained an average savings balance of \$10,000 or more during the statement period.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$85,008.52
11/03	ODP Transfer To Checking 000000940006323	- 2,150.00	82,858.52
11/06	11/06 Withdrawal	- 200.00	82,658.52
11/06	11/06 Withdrawal	- 100.00	82,558.52
11/07	11/07 Online Transfer To Chk ...6323 Transaction#: 4255067183	- 2,558.00	80,000.52
11/28	Interest Payment	6.17	80,006.69
	Ending Balance		\$80,006.69

You earned a higher interest rate on your Chase Business Select High Yield Savings account during this statement period because you had a qualifying Chase Platinum Business Checking account.

30 deposited items are provided with your account each month. There is a \$0.20 fee for each additional deposited item.

Page 4 of 5



JPMorgan Chase Bank, N.A.
P O Box 659754
San Antonio, TX 78265-9754

November 29, 2014 through December 31, 2014

Primary Account: 00000940006323

00015691 DRE 502 219 00615 YNNNNNNNNNN 1 000000000 D2 0000
JAZ COLLECTION LLC
24 LOGANS WAY STE A8
HOPEWELL JUNCTION NY 12533-3402

CUSTOMER SERVICE INFORMATION

Web site: www.Chase.com
Service Center: 1-877-425-8100
Deaf and Hard of Hearing: 1-800-242-7383
Para Espanol: 1-888-622-4273
International Calls: 1-713-262-1679



CONSOLIDATED BALANCE SUMMARY

ASSETS

Checking & Savings	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Platinum Business Checking	00000940006323	\$6,495.43	\$3,990.25
Chase Business Select High Yield Savings	000003073882291	80,006.69	62,012.96
Total		\$86,502.12	\$66,003.21
TOTAL ASSETS		\$86,502.12	\$66,003.21

All Summary Balances shown are as of December 31, 2014 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.

CHASE PLATINUM BUSINESS CHECKING

JAZ COLLECTION LLC

Account Number: 00000940006323

CHECKING SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$6,495.43
Deposits and Additions	5	24,044.00
Checks Paid	1	- 5,953.50
ATM & Debit Card Withdrawals	1	- 2.72
Electronic Withdrawals	5	- 20,592.96
Ending Balance	12	\$3,990.25



November 29, 2014 through December 31, 2014
Primary Account: 000000940006323

Your Chase Platinum Business Checking account provides:

- No transaction fees for unlimited electronic deposits (including ACH, ATM, wire, Chase Quick Deposit)
- 500 debits and non-electronic deposits (those made via check or cash in branches) per statement cycle
- \$25,000 in cash deposits per statement cycle
- Unlimited return deposited items with no fee

There are additional fee waivers and benefits associated with your account -- please refer to your Deposit Account Agreement for more information.

This message confirms that you have overdraft protection on your checking account.

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
12/03	Chase Quickpay Electronic Transfer 4305769637 From Yuwen Alice Zhang	\$2,000.00
12/05	Deposit 1423383708	1,044.00
12/11	Online Transfer From Mma 2291 Transaction#: 4319724502	15,000.00
12/23	Online Transfer From Mma ...2291 Transaction#: 4343617543	3,000.00
12/23	Chase Quickpay Electronic Transfer 4343934062 From Yuwen Alice Zhang	3,000.00
Total Deposits and Additions		\$24,044.00

CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
3656 ^		12/05	\$5,953.50
Total Checks Paid			\$5,953.50

If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

^ An image of this check may be available for you to view on Chase.com.

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
12/04	Card Purchase 12/03 Nyc Bike Share LLC 855-245-3311 OR Card 1946	\$2.72
Total ATM & Debit Card Withdrawals		\$2.72

ATM & DEBIT CARD SUMMARY

Zhong Zhuang Card 1946

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$2.72
Total Card Deposits & Credits	\$0.00

ATM & Debit Card Totals

Page 2 of 6



November 29, 2014 through December 31, 2014

Primary Account: 000000940006323

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$2.72
Total Card Deposits & Credits	\$0.00

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
12/03	12/03 Online Transfer To Chk ...5123 Transaction#: 4305772724	\$2,000.00
12/11	12/11 Payment To Chase Card Ending IN 1862	1,416.00
12/11	12/11 Payment To Chase Card Ending IN 6291	14,048.37
12/16	12/16 Payment To Chase Card Ending IN 1862	128.59
12/23	12/23 Online Transfer To Chk ...5123 Transaction#: 4343937727	3,000.00
Total Electronic Withdrawals		\$20,592.96

**DAILY ENDING BALANCE**

DATE	AMOUNT
12/03	\$6,495.43
12/04	6,492.71
12/05	1,583.21
12/11	1,118.84
12/16	990.25
12/23	3,990.25

SERVICE CHARGE SUMMARY

Chase Platinum Business Checking Accounts Included: 00000000000650760072

Monthly Service Fee	\$0.00
Other Service Charges	\$0.00
Total Service Charges	\$0.00

The monthly service fee was waived on your Chase Platinum Business Checking account because you maintained the required relationship balance.

SERVICE CHARGE DETAIL

DESCRIPTION	VOLUME	ALLOWED	CHARGED	PRICE/UNIT	TOTAL
Monthly Service Fee					
Monthly Service Fee Waived	0			\$95.00	\$0.00
Other Service Charges:					
Electronic Credits					
Electronic Credits	3	Unlimited	0	\$0.40	\$0.00
Credits					
Non-Electronic Transactions	92	500	0	\$0.40	\$0.00
Subtotal Other Service Charges					\$0.00

Page 3 of 6



November 29, 2014 through December 31, 2014
Primary Account 00000940006323

SERVICE CHARGE DETAIL (continued)

DESCRIPTION	VOLUME	ALLOWED	CHARGED	PRICE/UNIT	TOTAL
ACCOUNT 00000650760072					
Other Service Charges:					
Electronic Credits					
Electronic Credits	3				
Credits					
Non-Electronic Transactions	68				
ACCOUNT 00000940006323					
Non-Electronic Transactions	4				

CHASE BUSINESS SELECT HIGH YIELD SAVINGS

JAZ COLLECTION LLC

Account Number: 000003073882291

SAVINGS SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$80,006.69
Deposits and Additions	1	6.27
Electronic Withdrawals	2	- 18,000.00
Ending Balance	3	\$62,012.96
Annual Percentage Yield Earned This Period		
		0.10%
Interest Earned This Period		\$6.27
Interest Paid Year-to-Date		\$160.32

Your monthly service fee was waived because you maintained an average savings balance of \$10,000 or more during the statement period.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$80,006.69
12/11	12/11 Online Transfer To Chk ...6323 Transaction#: 4319724502	- 15,000.00	65,006.69
12/23	12/23 Online Transfer To Chk ...6323 Transaction#: 4343617543	- 3,000.00	62,006.69
12/31	Interest Payment	6.27	62,012.96
	Ending Balance		\$62,012.96

You earned a higher interest rate on your Chase Business Select High Yield Savings account during this statement period because you had a qualifying Chase Platinum Business Checking account.

Page 4 of 6



JPMorgan Chase Bank, N.A.
P O Box 659754
San Antonio, TX 78265-9754

January 01, 2015 through January 30, 2015

Primary Account: 000000940006323

CUSTOMER SERVICE INFORMATION

Web site: www.Chase.com
Service Center: 1-877-425-8100
Deaf and Hard of Hearing: 1-800-242-7383
Para Espanol: 1-888-622-4273
International Calls: 1-713-262-1679

00020830 DRE 802 219 03515 NNNNNNNNNNN 1 000000000 D2 0000
JAZ COLLECTION LLC
24 LOGANS WAY STE A8
HOPEWELL JUNCTION NY 12533-3402



CONSOLIDATED BALANCE SUMMARY

ASSETS

	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Checking & Savings			
Chase Platinum Business Checking	000000940006323	\$3,990.25	\$89.42
Chase Business Select High Yield Savings	000003073882291	62,012.96	15.28
Total		\$66,003.21	\$104.70
TOTAL ASSETS		\$66,003.21	\$104.70

All Summary Balances shown are as of January 30, 2015 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.

CHASE PLATINUM BUSINESS CHECKING

JAZ COLLECTION LLC

Account Number: 000000940006323

CHECKING SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$3,990.25
Deposits and Additions	5	43,614.00
Checks Paid	1	- 4,895.00
Electronic Withdrawals	5	- 42,619.83
Ending Balance	11	\$89.42



January 01, 2015 through January 30, 2015
Primary Account: 000000940008323

Your Chase Platinum Business Checking account provides

- No transaction fees for unlimited electronic deposits (including ACH, ATM, wire, Chase Quick Deposit)
- 500 debits and non-electronic deposits (those made via check or cash in branches) per statement cycle
- \$25,000 in cash deposits per statement cycle
- Unlimited return deposited items with no fee

There are additional fee waivers and benefits associated with your account – please refer to your Deposit Account Agreement for more information.

This message confirms that you have overdraft protection on your checking account.

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
01/13	Online Transfer From Mma ...2291 Transaction#: 4385164148	\$26,000.00
01/13	Credit Return Online ACH Payment 4972282801 To Jewelers International Showcase (_#####1123)	3,614.00
01/15	Online Transfer From Mma ...2291 Transaction#: 4389796909	2,000.00
01/20	Online Transfer From Chk ...5123 Transaction#: 4397134425	10,000.00
01/21	Remote Online Deposit 1	2,000.00
Total Deposits and Additions		\$43,614.00

CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
3 ^		01/15	\$4,895.00
Total Checks Paid			\$4,895.00

If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

^ An image of this check may be available for you to view on Chase.com.

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
01/08	01/08 Online ACH Payment 4972282801 To Jewelers International Showcase (_#####1123)	\$3,614.00
01/15	Nyuniversi Nyu 622022 Web ID: 5135562308	25,374.83
01/15	Chase Autopaybus PPD ID: 4760039224	131.00
01/20	01/20 Online Transfer To Chk ...5149 Transaction#: 4397138601	11,500.00
01/22	01/22 Online Transfer To Chk ...5149 Transaction#: 4400824725	2,000.00
Total Electronic Withdrawals		\$42,619.83

DAILY ENDING BALANCE

DATE	AMOUNT
01/08	\$376.25
01/13	29,990.25
01/15	1,589.42

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January 01, 2015 through January 30, 2015
Primary Account: 000000940006323

DAILY ENDING BALANCE *(continued)*

DATE	AMOUNT
01/20	89.42
01/21	2,089.42
01/22	89.42

SERVICE CHARGE SUMMARY

Chase Platinum Business Checking Accounts Included: 0000000000650760072

Monthly Service Fee	\$0.00
Other Service Charges	\$0.00
Total Service Charges	\$0.00

The monthly service fee was waived on your Chase Platinum Business Checking account because you maintained the required relationship balance

SERVICE CHARGE DETAIL

DESCRIPTION	VOLUME	ALLOWED	CHARGED	PRICE/UNIT	TOTAL
Monthly Service Fee					
Monthly Service Fee Waived	0			\$95.00	\$0.00
Other Service Charges:					
Electronic Credits					
Electronic Items Deposited	1	Unlimited	0	\$0.40	\$0.00
Credits					
Non-Electronic Transactions	153	500	0	\$0.40	\$0.00
Subtotal Other Service Charges					\$0.00

ACCOUNT 000000650760072
Other Service Charges:

Credits	
Non-Electronic Transactions	150

ACCOUNT 000000940006323

Electronic Credits	
Electronic Items Deposited	1
Credits	
Non-Electronic Transactions	3



January 01, 2015 through January 30, 2015
Primary Account: 000000940006323

CHASE BUSINESS SELECT HIGH YIELD SAVINGS

JAZ COLLECTION LLC

Account Number: 000003073882291

SAVINGS SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$62,012.96
Deposits and Additions	2	1,002.32
Electronic Withdrawals	4	- 63,000.00
Ending Balance	6	\$15.28
Annual Percentage Yield Earned This Period		0.10%
Interest Earned This Period		\$2.32
Interest Paid Year-to-Date		\$2.32

Interest paid in 2014 for account 000003073882291 was \$160.32.

Your monthly service fee was waived because you maintained an average savings balance of \$10,000 or more during the statement period.

TRANSACTION DETAIL

DATE	DESCRIPTION	AMOUNT	BALANCE
	Beginning Balance		\$62,012.96
01/13	01/13 Online Transfer To Chk ... 6323 Transaction#: 4385164148	- 26,000.00	36,012.96
01/15	01/15 Online Transfer To Chk ... 6323 Transaction#: 4389796909	- 2,000.00	34,012.96
01/16	01/16 Online Transfer To Chk ... 5149 Transaction#: 4392595288	- 34,000.00	12.96
01/21	Remote Online Deposit 1	1,000.00	1,012.96
01/22	01/22 Online Transfer To Chk ... 5149 Transaction#: 4400825394	- 1,000.00	12.96
01/30	Interest Payment	2.32	15.28
	Ending Balance		\$15.28

You earned a higher interest rate on your Chase Business Select High Yield Savings account during this statement period because you had a qualifying Chase Platinum Business Checking account.

30 deposited items are provided with your account each month. There is a \$0.20 fee for each additional deposited item.

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JPMorgan Chase Bank, N.A.
P O Box 659754
San Antonio, TX 78265-9754

January 31, 2015 through February 27, 2015

Primary Account: 000000940006323

00015199 DRE 602 219 00315 NNNNNNNNNNN 1 00000000 D2 0000
JAZ COLLECTION LLC
300 E 40TH ST
NEW YORK NY 10016-2188

CUSTOMER SERVICE INFORMATION

Web site: www.Chase.com
Service Center: 1-877-425-8100
Deaf and Hard of Hearing: 1-800-242-7383
Para Espanol: 1-888-622-4273
International Calls: 1-713-262-1679



We are updating your Deposit Account Agreement

We will update the Electronic Funds Transfer Service Terms in your agreement for business accounts effective March 22, 2015, to cover how you can use an eATM (formerly known as Express Banking kiosk) located inside a branch lobby during the branch operating hours:

- Each signer can withdraw up to \$3,000 each day. Business Associate card limits remain the same.
- At certain Chase eATMs, you or an authorized signer will be able to provide us personal identification that we accept, such as a driver's license. Our branch employee will then give you a temporary, one-time code so you can have full use of the eATM.
- All other withdrawals at eATMs count towards your daily ATM withdrawal limit.

These changes will happen over several months, so you should ask an employee in your branch if the eATM has been updated with these changes.

For a copy of your agreement, you can view it anytime by logging in at chase.com and clicking Legal Agreements and Disclosures at the bottom of any page, or visit a branch. If you have questions, please call us at the telephone number listed on this statement.

CONSOLIDATED BALANCE SUMMARY

ASSETS

Checking & Savings

	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Platinum Business Checking	000000940006323	\$89.42	\$91.42
Chase Business Select High Yield Savings	000003073882291	15.28	15.28
Total		\$104.70	\$106.70
TOTAL ASSETS		\$104.70	\$106.70

All Summary Balances shown are as of February 27, 2015 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.



January 31, 2015 through February 27, 2015
Primary Account: 000000940006323

CHASE PLATINUM BUSINESS CHECKING

JAZ COLLECTION LLC

Account Number: 000000940006323

CHECKING SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$89.42
Deposits and Additions	2	2,902.00
Electronic Withdrawals	1	- 2,900.00
Ending Balance	3	\$91.42

Your Chase Platinum Business Checking account provides:

- No transaction fees for unlimited electronic deposits (including ACH, ATM, wire, Chase Quick Deposit)
- 500 debits and non-electronic deposits (those made via check or cash in branches) per statement cycle
- \$25,000 in cash deposits per statement cycle
- Unlimited return deposited items with no fee

There are additional fee waivers and benefits associated with your account – please refer to your Deposit Account Agreement for more information.

This message confirms that you have overdraft protection on your checking account.

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
02/02	Deposit 1246550391	\$2,436.00
02/02	Remote Online Deposit 1	466.00
Total Deposits and Additions		\$2,902.00

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
02/03	02/03 Online Transfer To Chk ...5149 Transaction#: 4426544869	\$2,900.00
Total Electronic Withdrawals		\$2,800.00

DAILY ENDING BALANCE

DATE	AMOUNT
02/02	\$2,991.42
02/03	91.42

SERVICE CHARGE SUMMARY

Chase Platinum Business Checking Accounts Included: 00000000000650760072

Page 2 of 6



January 31, 2015 through February 27, 2015
Primary Account: 000000940006323

SERVICE CHARGE SUMMARY (continued)

Monthly Service Fee	\$95.00
Other Service Charges	\$34.00
Total Service Charges	\$129.00 Will be assessed on 3/4/15

You were assessed a monthly service fee on your Chase Platinum Business Checking account because you did not maintain the required relationship balance

SERVICE CHARGE DETAIL

DESCRIPTION	VOLUME	ALLOWED	CHARGED	PRICE/UNIT	TOTAL
Monthly Service Fee					
Monthly Service Fee	1			\$95.00	\$95.00
Accident Forgiveness					
Insufficient Funds/Overdraft Item Paid	2	1	1	\$34.00	\$34.00
Other Service Charges:					
Electronic Credits					
Electronic Items Deposited	1	Unlimited	0	\$0.40	\$0.00
Electronic Credits	1	Unlimited	0	\$0.40	\$0.00
Credits					
Non-Electronic Transactions	83	500	0	\$0.40	\$0.00
Cash Management Services					
Online ACH Payments Trans	1	25	0	\$0.00	\$0.00
Subtotal Other Service Charges (Will be assessed on 3/4/15)					\$129.00

ACCOUNT 000000650760072

Accident Forgiveness	
Insufficient Funds/Overdraft Item Paid	2
Other Service Charges:	
Electronic Credits	
Electronic Credits	1
Credits	
Non-Electronic Transactions	81

ACCOUNT 000000940006323

Monthly Service Fee	
Monthly Service Fee	1
Other Service Charges:	
Electronic Credits	
Electronic Items Deposited	1
Credits	
Non-Electronic Transactions	2
Cash Management Services	
Online ACH Payments Trans	1



January 31, 2015 through February 27, 2015

Primary Account: 00000940006323

CHASE BUSINESS SELECT HIGH YIELD SAVINGS

JAZ COLLECTION LLC

Account Number: 000003073882291

SAVINGS SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$15.28
Ending Balance	0	\$15.28
Annual Percentage Yield Earned This Period		0.00%
Interest Paid Year-to-Date		\$2.32

Interest paid in 2014 for account 000003073882291 was \$160.32.

The monthly service fee for this account was waived as an added feature of Chase Platinum Business Checking account.

You earned a higher interest rate on your Chase Business Select High Yield Savings account during this statement period because you had a qualifying Chase Platinum Business Checking account.

30 deposited items are provided with your account each month. There is a \$0.20 fee for each additional deposited item.

Page 4 of 6



JPMorgan Chase Bank, N.A.
P O Box 659754
San Antonio, TX 78265-9754

February 28, 2015 through March 31, 2015
Primary Account: 000000940006323

CUSTOMER SERVICE INFORMATION

Web site: www.Chase.com
Service Center: 1-877-425-8100
Deaf and Hard of Hearing: 1-800-242-7383
Para Espanol: 1-888-622-4273
International Calls: 1-713-262-1679

00019164 DRE 802 219 09315 NNNNNNNNNN 1 000000000 D2 0000
JAZ COLLECTION LLC
ATTN YUWEN ZHANG
300 E 40TH ST
NEW YORK NY 10016-2188



CONSOLIDATED BALANCE SUMMARY

ASSETS

Checking & Savings	ACCOUNT	BEGINNING BALANCE THIS PERIOD	ENDING BALANCE THIS PERIOD
Chase Platinum Business Checking	000000940006323	\$91.42	\$528.42
Chase Business Select High Yield Savings	000003073882291	15.28	15.28
Total		\$106.70	\$543.70
TOTAL ASSETS		\$106.70	\$543.70

All Summary Balances shown are as of March 31, 2015 unless otherwise stated. For details of your retirement accounts, credit accounts or securities accounts, you will receive separate statements. Balance summary information for annuities is provided by the issuing insurance companies and believed to be reliable without guarantee of its completeness or accuracy.

CHASE PLATINUM BUSINESS CHECKING

JAZ COLLECTION LLC

Account Number: 000000940006323

CHECKING SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$91.42
Deposits and Additions	2	566.00
Fees and Other Withdrawals	1	- 129.00
Ending Balance	3	\$528.42



February 28, 2015 through March 31, 2015
 Primary Account: 000000940006323

Your Chase Platinum Business Checking account provides:

- No transaction fees for unlimited electronic deposits (including ACH, ATM, wire, Chase Quick Deposit)
- 500 debits and non-electronic deposits (those made via check or cash in branches) per statement cycle
- \$25,000 in cash deposits per statement cycle
- Unlimited return deposited items with no fee

There are additional fee waivers and benefits associated with your account – please refer to your Deposit Account Agreement for more information.

This message confirms that you have overdraft protection on your checking account.

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
03/25	Deposit 1246550419	\$466.00
03/25	Online Transfer From Chk ...5149 Transaction#: 4526261458	100.00
Total Deposits and Additions		\$566.00

FEES AND OTHER WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
03/04	Service Charges For The Month of February	\$129.00
Total Fees & Other Withdrawals		\$129.00

DAILY ENDING BALANCE

DATE	AMOUNT
03/04	-\$37.58
03/25	528.42

SERVICE CHARGE SUMMARY

Chase Platinum Business Checking Accounts Included: 00000000000650760072

Monthly Service Fee	\$95.00
Other Service Charges	\$501.00
Total Service Charges	\$596.00 Will be assessed on 4/3/15

You were assessed a monthly service fee on your Chase Platinum Business Checking account because you did not maintain the required relationship balance

Page 2 of 4



February 28, 2015 through March 31, 2015
 Primary Account: 000000840006323

SERVICE CHARGE DETAIL

DESCRIPTION	VOLUME	ALLOWED	CHARGED	PRICE/UNIT	TOTAL
Monthly Service Fee					
Monthly Service Fee	1			\$95.00	\$95.00
Accident Forgiveness					
Insufficient Funds/Overdraft Item Paid	15	1	14	\$34.00	\$476.00
Other Service Charges:					
Credits					
Non-Electronic Transactions	27	500	0	\$0.40	\$0.00
Cash Management Services					
Online ACH Payments Maint	1	0	1	\$25.00	\$25.00
Subtotal Other Service Charges (Will be assessed on 4/3/15)					\$596.00

ACCOUNT 000000650760072

Accident Forgiveness					
Insufficient Funds/Overdraft Item Paid	15				
Other Service Charges:					
Credits					
Non-Electronic Transactions	25				

ACCOUNT 000000940006323

Monthly Service Fee					
Monthly Service Fee	1				
Other Service Charges:					
Credits					
Non-Electronic Transactions	2				
Cash Management Services					
Online ACH Payments Maint	1				

CHASE BUSINESS SELECT HIGH YIELD SAVINGS

JAZ COLLECTION LLC

Account Number: 000003073882291

SAVINGS SUMMARY

	INSTANCES	AMOUNT
Beginning Balance		\$15.28
Ending Balance	0	\$15.28
Annual Percentage Yield Earned This Period		0.00%
Interest Paid Year-to-Date		\$2.32

The monthly service fee for this account was waived as an added feature of Chase Platinum Business Checking account.

You earned a higher interest rate on your Chase Business Select High Yield Savings account during this statement period because you had a qualifying Chase Platinum Business Checking account.

30 deposited items are provided with your account each month. There is a \$0.20 fee for each additional deposited item.



JPMorgan Chaso Bank N.A.
P O Box 659754
San Antonio, TX 78265-9754

October 03, 2014 through October 31, 2014
Account Number 000000850760072

CUSTOMER SERVICE INFORMATION

Web site www.Chaso.com
Service Center 1-877-425-8100
Deaf and Hard of Hearing 1-800-242-7383
Para Espanol 1-888-622-4273
International Calls 1-713-262-1679

00001292 DRE 802 142 30914 NNNNNNNNNNN T 1 000000000 D6 0000
FOODGEM INC.
300 E 40TH ST APT 9G
NEW YORK NY 10016-2014



CHECKING SUMMARY

Chaso Platinum Business Checking

	INSTANCES	AMOUNT
Beginning Balance		\$0.00
Deposits and Additions	7	126,345.64
Checks Paid	2	- 1,163.30
ATM & Debit Card Withdrawals	15	- 2,472.41
Ending Balance	24	\$122,709.93

Your Chase Platinum Business Checking account provides:

- No transaction fees for unlimited electronic deposits (including ACH, ATM, wire, Chase Quick Deposit)
- 500 debits and non-electronic deposits (those made via check or cash in branches) per statement cycle
- \$25,000 in cash deposits per statement cycle
- Unlimited return deposited items with no fee

There are additional fee waivers and benefits associated with your account – please refer to your Deposit Account Agreement for more information.

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
10/07	Deposit 1386719918	\$262.00
10/20	Deposit 1383564519	100,000.00
10/21	Timothy Liu Sender Foodgem CIE ID: T941687665	25,000.00
10/29	Card Purchase Return 10/28 Uber Technologies Inc 866-5761039 CA Card 8504	15.72
10/30	Card Purchase Return 10/29 Apple Store #R415 New York NY Card 8504	771.92
10/30	Card Purchase Return 10/29 Uber Technologies Inc 866-5761039 CA Card 8504	34.00
10/31	Remote Online Deposit 1	262.00
Total Deposits and Additions		\$126,345.64



October 03, 2014 through October 31, 2014
Account Number 000000650760072

CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
997 ^		10/28	\$163.30
998 ^		10/23	1,000.00
Total Checks Paid			\$1,163.30

If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

^ An image of this check may be available for you to view on Chase.com

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
10/23	Card Purchase With Pin 10/23 Mta Vending Machines New York NY Card 8504	\$20.00
10/27	Card Purchase 10/25 Apple Store #R415 New York NY Card 8504	771.92
10/27	Card Purchase With Pin 10/25 Apple Store #R415 New York NY Card 8504	771.92
10/27	Recurring Card Purchase 10/25 Uber Technologies Inc 866-5761039 CA Card 8504	31.41
10/27	Recurring Card Purchase 10/26 Uber Technologies Inc 866-5761039 CA Card 8504	16.76
10/27	Recurring Card Purchase 10/26 Uber Technologies Inc 866-5761039 CA Card 8504	8.00
10/28	Card Purchase 10/28 Amazon Mktplace Pmts Amzn.Com/Bill WA Card 8504	59.64
10/28	Card Purchase 10/28 Amazon.Com Amzn.Com/Bill WA Card 8504	54.33
10/28	Card Purchase 10/27 Vistaprint.Com 866-6148002 CA Card 8504	127.29
10/29	Card Purchase 10/27 Verizon Wrls Myacct Vn 800-9220204 CA Card 8504	380.12
10/29	Card Purchase 10/29 Chao Zhou Restaurant Flushing NY Card 8504	110.00
10/29	Recurring Card Purchase 10/28 Uber Technologies Inc 866-5761039 CA Card 8504	30.04
10/30	Recurring Card Purchase 10/28 Uber Technologies Inc 866-5761039 CA Card 8504	34.00
10/30	Recurring Card Purchase 10/29 Uber Technologies Inc 866-5761039 CA Card 8504	27.58
10/31	Card Purchase 10/29 Lena New York NY Card 8504	29.40
Total ATM & Debit Card Withdrawals		\$2,472.41

ATM & DEBIT CARD SUMMARY

Zhong Zhuang Card 8504

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$2,472.41
Total Card Deposits & Credits	\$821.64

ATM & Debit Card Totals

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$2,472.41
Total Card Deposits & Credits	\$821.64



October 03, 2014 through October 31, 2014
Account Number: 000000650760072

DAILY ENDING BALANCE

DATE	AMOUNT
10/07	\$262.00
10/20	100,262.00
10/21	125,262.00
10/23	124,242.00
10/27	122,641.99
10/28	122,237.43
10/29	121,732.99
10/30	122,477.33
10/31	122,709.93

SERVICE CHARGE SUMMARY

Monthly Service Fee	\$0.00
Other Service Charges	\$0.00
Total Service Charges	\$0.00

SERVICE CHARGE DETAIL

DESCRIPTION	VOLUME	ALLOWED	CHARGED	PRICE/UNIT	TOTAL
Monthly Service Fee					
Monthly Service Fee Waived	0			\$95.00	\$0.00
Other Service Charges:					
Electronic Credits					
Electronic Items Deposited	1	Unlimited	0	\$0.40	\$0.00
Electronic Credits	1	Unlimited	0	\$0.40	\$0.00
Credits					
Non-Electronic Transactions	22	500	0	\$0.40	\$0.00
Subtotal Other Service Charges					\$0.00

ACCOUNT 000000650760072

Other Service Charges:

Electronic Credits	
Electronic Items Deposited	1
Electronic Credits	1
Credits	
Non-Electronic Transactions	22





JPMorgan Chase Bank, N.A.
P.O. Box 659754
San Antonio, TX 78265-9754

November 01, 2014 through November 28, 2014

Account Number 00000650760072



00001322 DFE 802 142 33714 NNNNNNNNNNN T 1 000000000 D6 0000

FOODGEM INC
300 E 40TH ST APT 9G
NEW YORK NY 10016-2014

CUSTOMER SERVICE INFORMATION

Web site www.Chase.com
Service Center 1-877-425-8100
Deaf and Hard of Hearing 1-800-242-7383
Para Espanol 1-888-622-4273
International Calls 1-713-262-1679



We updated your Deposit Account Agreement

We added clarifying information about overdrafts to your agreement on November 16, 2014, including:

- A revised explanation of the order in which withdrawals post to your account. As a reminder, deposits will generally continue to post first to your account
- Details about our end of business day cutoff times so you know when you can add money to your account to avoid an overdraft

For a copy of your agreement, you can view it anytime by logging in at chase.com and clicking Legal Agreements and Disclosures at the bottom of any page, or visit a branch.

If you have questions, please call us at the telephone number listed on this statement or visit your nearest Chase branch

CHECKING SUMMARY

Chase Platinum Business Checking

	INSTANCES	AMOUNT
Beginning Balance		\$122,709.93
Deposits and Additions	3	94.79
Checks Paid	4	- 533.14
ATM & Debit Card Withdrawals	79	- 4,950.35
Ending Balance	86	\$117,321.23

Your Chase Platinum Business Checking account provides:

- No transaction fees for unlimited electronic deposits (including ACH, ATM, wire, Chase Quick Deposit)
- 500 debits and non-electronic deposits (those made via check or cash in branches) per statement cycle
- \$25,000 in cash deposits per statement cycle
- Unlimited return deposited items with no fee

There are additional fee waivers and benefits associated with your account – please refer to your Deposit Account Agreement for more information

Page 1 of 6

SCIACCA 000128



November 01, 2014 through November 28, 2014

Account Number: 000000650760072

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
11/03	Card Purchase Return 10/31 Uber Technologies Inc 866-5761039 CA Card 8504	\$14.32
11/05	Card Purchase Return 11/05 Amazon Com Amzn Com/Bill WA Card 8504	71.26
11/20	Card Purchase Return 11/19 Uber 8665761039 CA Card 8504	9.21
Total Deposits and Additions		\$94.79

CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
991 ^		11/12	\$40.00
992 ^		11/12	150.00
993 ^		11/06	223.69
996 * ^		11/13	119.45
Total Checks Paid			\$533.14

If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

* All of your recent checks may not be on this statement, either because they haven't cleared yet or they were listed on one of your previous statements.

^ An image of this check may be available for you to view on Chase.com.

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
11/03	Card Purchase 11/01 Fiverr * 9543682267 NY Card 8504	\$5.00
11/03	Card Purchase 11/01 Amazon.Com Amzn.Com/Bill WA Card 8504	71.26
11/03	Recurring Card Purchase 11/01 Fiverr * 954-368-2267 NY Card 8504	15.00
11/03	Recurring Card Purchase 11/01 Fiverr * 954-368-2267 NY Card 8504	5.00
11/04	Card Purchase 11/01 Nyc-Taxi Long Is City NY Card 8496	33.33
11/04	Card Purchase 11/04 Amazon.Com Amzn.Com/Bill WA Card 8504	7.49
11/06	Card Purchase 11/06 Amazon Mktplace Pmts Amzn.Com/Bill WA Card 8504	14.98
11/06	Card Purchase 11/05 Hotel Tortuga New York NY Card 8504	26.36
11/06	Card Purchase 11/05 Sherwood-Fresh Basils 2126445616 NY Card 8504	17.20
11/06	Recurring Card Purchase 11/05 Uber 866-576-1039 CA Card 8504	10.08
11/07	Recurring Card Purchase 11/06 Fiverr * 954-368-2267 NY Card 8504	15.75
11/10	Card Purchase 11/06 Apple Store #R250 New York NY Card 8504	1,033.22
11/10	Card Purchase 11/07 Dosi Shack New York NY Card 8504	98.84
11/10	Card Purchase 11/07 Apple Store #R415 New York NY Card 8496	304.86
11/10	Card Purchase 11/09 Amazon.Com Amzn.Com/Bill WA Card 8504	64.24
11/10	Card Purchase 11/08 Vistapr*Vistaprint.Com 866-6148002 CA Card 8504	82.69
11/10	Recurring Card Purchase 11/08 Uber 866-576-1039 CA Card 8504	67.15
11/12	Card Purchase 11/08 Cathaypacair1601967934 Los Angeles CA Card 8496	888.00
11/12	Card Purchase 11/09 Hibachi Express New York NY Card 8504	14.47
11/12	Card Purchase 11/09 Kmart 7777 New York NY Card 8504	54.43
11/12	Card Purchase 11/12 Amazon Mktplace Pmts Amzn.Com/Bill WA Card 8504	167.93
11/12	Card Purchase 11/12 Amazon Mktplace Pmts Amzn.Com/Bill WA Card 8504	24.45
11/13	Card Purchase 11/12 Amazon Mktplace Pmts Amzn.Com/Bill WA Card 8504	10.49
11/14	Recurring Card Purchase 11/13 Uber 866-576-1039 CA Card 8504	68.15

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November 01, 2014 through November 28, 2014
Account Number 000000850780072

ATM & DEBIT CARD WITHDRAWALS (continued)

DATE	DESCRIPTION	AMOUNT
11/17	Card Purchase 11/14 Nyc Taxi 8P81 Long Island C NY Card 8496	6.50
11/17	Card Purchase 11/14 Taproom No 307 New York NY Card 8496	12.00
11/17	Card Purchase 11/15 Popeyes New York NY Card 8504	28.29
11/17	Card Purchase 11/15 Little Box Inc New York NY Card 8504	19.35
11/17	Card Purchase 11/14 Nyc Taxi 8L14 Brooklyn NY Card 8504	8.00
11/17	Card Purchase 11/15 Saigon Baguette New York NY Card 8504	22.87
11/17	Card Purchase 11/15 Saigon Baguette New York NY Card 8504	2.00
11/17	Card Purchase 11/16 Amazon Mktplace Pmts Amzn.Com/Bill WA Card 8504	19.99
11/17	Card Purchase 11/17 Amazon Mktplace Pmts Amzn.Com/Bill WA Card 8504	14.95
11/17	Card Purchase 11/16 Zipcar Inc. 866-494-7227 MA Card 8504	18.89
11/17	Card Purchase 11/16 Gyu-Kaku Restaurant New York City NY Card 8504	41.00
11/17	Recurring Card Purchase 11/15 Fiverr * 954-368-2267 NY Card 8504	5.50
11/18	Card Purchase 11/18 Puritans Pride 800-645-1030 NY Card 8504	57.08
11/18	Card Purchase 11/18 Amazon Mktplace Pmts Amzn.Com/Bill WA Card 8504	28.31
11/18	Card Purchase 11/18 Amazon Mktplace Pmts Amzn.Com/Bill WA Card 8504	10.00
11/18	Card Purchase 11/17 Nyc Taxi 9H24 Bronx NY Card 8496	12.00
11/18	Card Purchase 11/17 Ichiumi New York NY Card 8496	95.00
11/19	Card Purchase 11/19 Amazon.Com Amzn.Com/Bill WA Card 8504	50.06
11/19	Card Purchase 11/18 Starbucks #07675 New Yo New York NY Card 8496	2.12
11/19	Recurring Card Purchase 11/18 Uber 866-576-1039 CA Card 8504	17.21
11/19	Recurring Card Purchase 11/18 Fiverr * 954-368-2267 NY Card 8504	5.50
11/20	Card Purchase 11/18 Nyc-Taxi East Elmhurst NY Card 8496	10.00
11/20	Card Purchase 11/18 Nyc Taxi 5B97 New Hyde Park NY Card 8496	11.08
11/20	Card Purchase 11/19 Flex Mussels New York NY Card 8496	30.00
11/20	Card Purchase 11/19 Zipcar Inc. 866-494-7227 MA Card 8504	14.99
11/20	Recurring Card Purchase 11/19 Uber 866-576-1039 CA Card 8504	22.46
11/21	Card Purchase 11/20 Walmart.Com 800966654 800-966-6546 AR Card 8504	71.77
11/21	Card Purchase 11/19 Nyc-Taxi Long Is City NY Card 8496	11.50
11/21	Card Purchase 11/20 Zipcar Inc. 866-494-7227 MA Card 8504	2.99
11/21	Recurring Card Purchase 11/20 Fiverr * 954-368-2267 NY Card 8504	15.75
11/24	Card Purchase 11/21 Duane Reade #14224 New York NY Card 8504	13.61
11/24	Card Purchase 11/21 Nyc Taxi 6A24 Flushing NY Card 8496	9.00
11/24	Card Purchase 11/22 Cafe Zaiya Midtown New York NY Card 8496	4.57
11/24	Card Purchase 11/22 Sherwood-Fresh Basils 2126445616 NY Card 8504	16.75
11/24	Recurring Card Purchase 11/23 Fiverr * 954-368-2267 NY Card 8504	21.00
11/25	Card Purchase 11/25 Asian Thai Cuisine 646-945-7663 NY Card 8504	19.31
11/25	Card Purchase 11/24 Sherwood-Fresh Basils 2126445616 NY Card 8504	32.51
11/25	ATM Withdrawal 11/25 103 E 125th St New York NY Card 8496	20.00
11/26	Card Purchase 11/24 Smac - 12th St New York NY Card 8504	20.51
11/26	Card Purchase 11/24 13 Mee Noodle Shop New York NY Card 8504	17.79
11/26	Card Purchase 11/24 Lena New York NY Card 8496	39.49
11/26	Card Purchase 11/26 Asian Thai Cuisine 646-945-7663 NY Card 8504	17.13
11/26	Card Purchase 11/25 Mia Mvm*42ND St-Grand C New York NY Card 8496	10.00
11/26	Recurring Card Purchase 11/25 Uber 866-576-1039 CA Card 8504	8.00
11/26	Recurring Card Purchase 11/25 Uber Technologies Inc 866-576-1039 CA Card 8504	8.00
11/26	Recurring Card Purchase 11/25 Fiverr * 954-368-2267 NY Card 8504	5.50
11/28	Card Purchase 11/25 Sonor Pollo New York NY Card 8504	13.98



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November 01, 2014 through November 28, 2014

Account Number 000000650760072

ATM & DEBIT CARD WITHDRAWALS (continued)

DATE	DESCRIPTION	AMOUNT
11/28	Card Purchase 11/25 Nyc Lpop Long Island C NY Card 8496	11.50
11/28	Card Purchase 11/25 Metro-North Tvm & Tom New York NY Card 8496	15.25
11/28	Card Purchase 11/27 Zipcar Inc. 866-494-7227 MA Card 8504	32.47
11/28	Card Purchase With Pin 11/27 Wm Supercenter # Fishkill NY Card 8496	286.81
11/28	Card Purchase With Pin 11/27 Wm Supercenter # Fishkill NY Card 8496	215.17
11/28	Card Purchase With Pin 11/27 Wal-Mart Super 121 Fishkill NY Card 8496	155.17
11/28	Card Purchase With Pin 11/27 Target T1856 Poughkeepsie NY Card 8496	183.80
11/28	Recurring Card Purchase 11/27 Fiverr * 954-368-2267 NY Card 8504	5.50
Total ATM & Debit Card Withdrawals		\$4,950.35

ATM & DEBIT CARD SUMMARY

Yuwen Alice Zhang Card 8496

Total ATM Withdrawals & Debits	\$20.00
Total Card Purchases	\$2,347.15
Total Card Deposits & Credits	\$0.00

Zhong Zhuang Card 8504

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$2,583.20
Total Card Deposits & Credits	\$94.79

ATM & Debit Card Totals

Total ATM Withdrawals & Debits	\$20.00
Total Card Purchases	\$4,930.35
Total Card Deposits & Credits	\$94.79

DAILY ENDING BALANCE

DATE	AMOUNT	DATE	AMOUNT
11/03	\$122,627.99	11/17	118,962.66
11/04	122,587.17	11/18	118,760.27
11/05	122,658.43	11/19	118,685.38
11/06	122,366.12	11/20	118,606.06
11/07	122,350.37	11/21	118,504.05
11/10	120,699.37	11/24	118,439.12
11/12	119,360.09	11/25	118,367.30
11/13	119,230.15	11/26	118,240.88
11/14	119,162.00	11/28	117,321.23

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November 01, 2014 through November 28, 2014
Account Number: 000000650760072

SERVICE CHARGE SUMMARY

Monthly Service Fee	\$0.00
Other Service Charges	\$0.00
Total Service Charges	\$0.00





November 01, 2014 through November 28, 2014
Account Number 000000650760072

BALANCING YOUR CHECKBOOK

Note: Ensure your checkbook register is up to date with all transactions to date whether they are included on your statement or not.

1. Write in the Ending Balance shown on this statement: Step 1 Balance: \$ _____

2. List and total all deposits & additions not shown on this statement:

Date	Amount	Date	Amount	Date	Amount
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Step 2 Total: \$ _____

3. Add Step 2 Total to Step 1 Balance.

Step 3 Total: \$ _____

4. List and total all checks, ATM withdrawals, debit card purchases and other withdrawals not shown on this statement.

Check Number or Date	Amount	Check Number or Date	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Step 4 Total: -\$ _____

5. Subtract Step 4 Total from Step 3 Total. This should match your Checkbook Balance: \$ _____

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUNDS TRANSFERS: Call or write us at the phone number or address on the front of this statement (non-personal accounts contact Customer Service) if you think your statement or receipt is incorrect or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the problem or error appeared. Be prepared to give us the following information:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error or transfer you are unsure of, why you believe it is an error, or why you need more information.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days (or 20 business days for new accounts) to do this, we will credit your account for the amount you think is in error so that you will have use of the money during the time it takes us to complete our investigation.

IN CASE OF ERRORS OR QUESTIONS ABOUT NON-ELECTRONIC TRANSACTIONS: Contact the bank immediately if your statement is incorrect or if you need more information about any non-electronic transactions (checks or deposits) on this statement. If any such error appears, you must notify the bank in writing no later than 30 days after the statement was made available to you. For more complete details, see the Account Rules and Regulations or other applicable account agreement that governs your account.



JPMorgan Chase Bank, N.A. Member FDIC



JPMorgan Chase Bank, N.A.
P.O. Box 659754
San Antonio, TX 78265-9754

November 29, 2014 through December 31, 2014
Account Number: 000000650760072

CUSTOMER SERVICE INFORMATION

Web site: www.Chase.com
Service Center: 1-877-425-8100
Deaf and Hard of Hearing: 1-800-242-7383
Para Espanol: 1-888-622-4273
International Calls: 1-713-262-1679

00001085 DRE 802 142 00615 YNNNNNNNNNN T 1 000000000 D6 0000
FOODGEM INC
300 E 40TH ST APT 9G
NEW YORK NY 10016-2014



CHECKING SUMMARY Chase Platinum Business Checking

	INSTANCES	AMOUNT
Beginning Balance		\$117,321.23
Deposits and Additions	3	5 20
Checks Paid	5	- 1,695.54
ATM & Debit Card Withdrawals	82	- 6,620.19
Electronic Withdrawals	4	- 3,595.20
Ending Balance	94	\$105,415.50

Your Chase Platinum Business Checking account provides:

- No transaction fees for unlimited electronic deposits (including ACH, ATM, wire, Chase Quick Deposit)
- 500 debits and non-electronic deposits (those made via check or cash in branches) per statement cycle
- \$25,000 in cash deposits per statement cycle
- Unlimited return deposited items with no fee

There are additional fee waivers and benefits associated with your account – please refer to your Deposit Account Agreement for more information.

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
12/01	Paypal Verifybank PPD ID: Paypalrd33	\$0.13
12/01	Paypal Verifybank PPD ID: Paypalrd33	0.07
12/02	Paypal Transfer PPD ID: Paypalrd11	5.00
Total Deposits and Additions		\$5.20



November 29, 2014 through December 31, 2014
Account Number: 000000850760072

CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
995 ^		12/22	\$300.00
9022 * ^		12/03	185.37
9023 ^		12/08	165.00
9024 ^		12/09	1,000.00
9027 * ^		12/30	45.17
Total Checks Paid			\$1,695.54

If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

* All of your recent checks may not be on this statement, either because they haven't cleared yet or they were listed on one of your previous statements

^ An image of this check may be available for you to view on Chase.com.

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
12/01	Card Purchase 11/30 Amazon Services-Kindl 866-321-8851 WA Card 8504	\$0.99
12/01	Card Purchase 11/30 Amazon Services-Kindl 866-321-8851 WA Card 8504	0.99
12/01	Card Purchase 11/30 Amazon Services-Kindl 866-321-8851 WA Card 8504	0.99
12/01	Recurring Card Purchase 11/29 Amazonprime Membersh Amzn.Com/Prmo NV Card 8504	49.00
12/01	Recurring Card Purchase 11/30 Fiverr * 954-368-2267 NY Card 8504	21.00
12/01	Recurring Card Purchase 11/30 Fiverr * 954-368-2267 NY Card 8504	5.50
12/01	Recurring Card Purchase 11/30 Fiverr * 954-368-2267 NY Card 8504	5.50
12/01	Recurring Card Purchase 11/30 Fiverr * 954-368-2267 NY Card 8504	5.50
12/01	Recurring Card Purchase 11/30 Fiverr * 954-368-2267 NY Card 8504	5.50
12/01	Recurring Card Purchase 11/30 Fiverr * 954-368-2267 NY Card 8504	5.50
12/02	Card Purchase 12/01 Sherwood-Fresh Basils 2126445616 NY Card 8504	16.75
12/02	Card Purchase 12/02 Gyu-Kaku Restaurant New York City NY Card 8496	44.00
12/03	Recurring Card Purchase 12/03 Vzwriss*Apocc Visa 800-922-0204 CA Card 8504	251.73
12/04	Card Purchase 12/02 Lan Sheng Restaurant New York NY Card 8496	18.00
12/05	Card Purchase 12/03 Mapo Tofu Food Corp New York NY Card 8496	40.00
12/05	Card Purchase 12/03 Bad Burger New York NY Card 8504	34.13
12/08	Card Purchase With Pin 12/06 Target T1856 Poughkeepsie NY Card 8496	258.84
12/08	Recurring Card Purchase 12/07 Fiverr 954-368-2267 NY Card 8504	21.00
12/08	Recurring Card Purchase 12/06 - Hellofax 415-766-0273 CA Card 8504	9.99
12/08	Recurring Card Purchase 12/06 Fiverr 954-368-2267 NY Card 8504	5.50
12/08	Recurring Card Purchase 12/06 Fiverr 954-368-2267 NY Card 8504	5.50
12/08	Recurring Card Purchase 12/07 Fiverr 954-368-2267 NY Card 8504	5.50
12/09	Card Purchase 12/09 Amazon.Com Amzn.Com/Bill WA Card 8504	8.88
12/09	Card Purchase 12/08 Sherwood-Fresh Basils 2126445616 NY Card 8504	16.75
12/09	Card Purchase 12/08 Zipcar Inc 866-494-7227 MA Card 8504	23.98
12/10	Card Purchase 12/08 Desi Shack New York NY Card 8504	79.25
12/11	Card Purchase 12/09 Tuttlles New York NY Card 8504	29.00
12/12	Card Purchase 12/11 Adriatic Brick Oven PI New York NY Card 8504	10.02
12/12	Card Purchase 12/11 Adriatic Brick Oven PI New York NY Card 8504	11.02
12/12	Card Purchase 12/11 Sp * Bijujunglejewel Jazjungle.Com NY Card 8504	0.50
12/12	Card Purchase 12/11 Sp * Bijujunglejewel Jazjungle.Com NY Card 8504	0.50

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November 29, 2014 through December 31, 2014
Account Number: 000000650760072

ATM & DEBIT CARD WITHDRAWALS (continued)

DATE	DESCRIPTION	AMOUNT
12/12	Card Purchase 12/11 Cafe Mingala New York NY Card 8504	13.45
12/12	Card Purchase 12/12 Sq *Panada Nyc New York NY Card 8504	10.89
12/15	Card Purchase 12/12 Nyc Taxi 8P97 Long Island C NY Card 8496	9.00
12/15	Card Purchase 12/12 Adriatic Brick Oven Pi New York NY Card 8496	19.60
12/15	Card Purchase 12/12 Ignitiondeck 8889694788 FL Card 8496	99.00
12/15	Card Purchase 12/13 Nyc-Taxi Woodside NY Card 8504	16.50
12/15	Card Purchase 12/15 Amazon Mktplace Pmts Amzn.Com/Bill WA Card 8504	14.99
12/15	Card Purchase 12/15 Americasmart 404-2203054 GA Card 8504	3,875.00
12/15	Recurring Card Purchase 12/14 Fiverr 954-368-2267 NY Card 8504	21.00
12/15	Recurring Card Purchase 12/14 Uber Technologies Inc 866-576-1039 CA Card 8504	8.00
12/15	Recurring Card Purchase 12/14 Fiverr 954-368-2267 NY Card 8504	5.50
12/16	Card Purchase 12/15 Adriatic Brick Oven Pi New York NY Card 8504	17.42
12/16	Recurring Card Purchase 12/15 Fiverr 954-368-2267 NY Card 8504	21.00
12/17	Card Purchase 12/16 Zipcar Inc. 866-494-7227 MA Card 8504	46.75
12/18	Card Purchase 12/17 Jamba Juice Ewr C Newark NJ Card 8496	6.69
12/18	Recurring Card Purchase 12/17 Uber Technologies Inc 866-576-1039 CA Card 8504	67.15
12/24	Recurring Card Purchase 12/23 - Hellofax 415-766-0273 CA Card 8504	9.99
12/26	Card Purchase 12/24 Metro-North Trm & Trm New York NY Card 8504	129.75
12/26	Card Purchase 12/24 Zipcar Inc. 866-494-7227 MA Card 8504	20.22
12/26	Card Purchase 12/24 Sq *Charlito's Coci New York NY Card 8496	20.00
12/26	Card Purchase 12/24 Nyc Taxi 4M99 Long Island C NY Card 8496	9.00
12/26	Card Purchase 12/25 Nyc Taxi 5Y65 Flushing NY Card 8496	11.50
12/26	Card Purchase With Pin 12/26 The Home Depot 6178 Fishkill NY Card 8504	177.02
12/26	Recurring Card Purchase 12/24 Uber Technologies Inc 866-576-1039 CA Card 8504	68.45
12/26	Recurring Card Purchase 12/24 Fiverr 954-368-2267 NY Card 8504	5.50
12/26	Recurring Card Purchase 12/25 Fiverr 954-368-2267 NY Card 8504	5.50
12/26	Recurring Card Purchase 12/25 Fiverr 954-368-2267 NY Card 8504	5.50
12/26	Recurring Card Purchase 12/25 Fiverr 954-368-2267 NY Card 8504	5.50
12/26	Recurring Card Purchase 12/25 Fiverr 954-368-2267 NY Card 8504	5.50
12/26	Recurring Card Purchase 12/25 Fiverr 954-368-2267 NY Card 8504	5.50
12/26	Recurring Card Purchase 12/25 Fiverr 954-368-2267 NY Card 8504	5.50
12/26	Recurring Card Purchase 12/25 Fiverr 954-368-2267 NY Card 8504	5.50
12/29	Card Purchase 12/26 Vinecrest Company Washingtonvil NY Card 8504	38.01
12/29	Card Purchase 12/26 Zipcar Inc. 866-494-7227 MA Card 8504	21.32
12/29	Card Purchase 12/26 Blue Sky Tech Trading I Flushing NY Card 8504	50.00
12/29	Card Purchase 12/27 205 Third Parking LLC New York NY Card 8504	15.00
12/29	Card Purchase 12/27 Hess 32429 Carmel NY Card 8504	35.85
12/29	Card Purchase 12/27 Carlo Pazolini 232101 New York NY Card 8496	500.00
12/29	Card Purchase 12/27 Nyc Taxi 1P22 New York NY Card 8496	9.00
12/29	Card Purchase 12/27 Sq *Panada Nyc New York NY Card 8496	13.61
12/29	Card Purchase 12/27 Big Arc Chicken New York NY Card 8496	11.50
12/30	Card Purchase 12/28 Pal Pkwy Service Inc Tappan NY Card 8504	30.00
12/30	Card Purchase 12/29 Fiverr 9543682267 NY Card 8504	5.50
12/30	Card Purchase 12/30 Amazon Mktplace Pmts Amzn.Com/Bill WA Card 8504	40.12
12/30	Card Purchase 12/30 Amazon Mktplace Pmts Amzn.Com/Bill WA Card 8504	53.39
12/31	Card Purchase 12/31 Amazon Mktplace Pmts Amzn.Com/Bill WA Card 8504	21.99





November 29, 2014 through December 31, 2014
Account Number: 000000650760072

ATM & DEBIT CARD WITHDRAWALS (continued)

DATE	DESCRIPTION	AMOUNT
12/31	Card Purchase 12/30 Dunkin #310026 Q35 New York NY Card 8504	7.92
12/31	Card Purchase 12/30 TheStandardHighline&B Nyc NY Card 8504	8.00
12/31	Card Purchase 12/30 Gyu-Kaku Restaurant New York City NY Card 8504	12.30
12/31	Recurring Card Purchase 12/30 Uber 866-576-1039 CA Card 8504	8.00
Total ATM & Debit Card Withdrawals		\$8,620.19

ATM & DEBIT CARD SUMMARY

Yuwen Alice Zhang Card 8496		
Total ATM Withdrawals & Debits		\$0.00
Total Card Purchases		\$1,069.74
Total Card Deposits & Credits		\$0.00
Zhong Zhuang Card 8504		
Total ATM Withdrawals & Debits		\$0.00
Total Card Purchases		\$5,550.45
Total Card Deposits & Credits		\$0.00
ATM & Debit Card Totals		
Total ATM Withdrawals & Debits		\$0.00
Total Card Purchases		\$6,620.19
Total Card Deposits & Credits		\$0.00

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
12/01	Paypal Verifybank PPD ID: Paypalrd33	\$0.20
12/17	Chase Quickpay Electronic Transfer 4331395740 To James Zhang	1,000.00
12/17	Chase Quickpay Electronic Transfer 4331393916 To James Zhang	1,595.00
12/30	Chase Quickpay Electronic Transfer 4355111277 To James Zhang	1,000.00
Total Electronic Withdrawals		\$3,595.20

DAILY ENDING BALANCE

DATE	AMOUNT	DATE	AMOUNT
12/01	\$117,220.76	12/09	115,114.84
12/02	117,165.01	12/10	115,035.59
12/03	116,727.91	12/11	115,006.59
12/04	116,709.91	12/12	114,960.21
12/05	116,635.78	12/15	110,891.62
12/08	116,164.45	12/16	110,853.20

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November 29, 2014 through December 31, 2014
Account Number: 000000650760072

DAILY ENDING BALANCE (continued)

DATE	AMOUNT	DATE	AMOUNT
12/17	108,211.45	12/26	107,342.18
12/18	108,137.61	12/29	106,647.89
12/22	107,837.61	12/30	105,473.71
12/24	107,827.62	12/31	105,415.50

SERVICE CHARGE SUMMARY

Monthly Service Fee	\$0.00
Other Service Charges	\$0.00
Total Service Charges	\$0.00



CHASE
 JPMorgan Chase Bank, N.A.
 P O Box 659754
 San Antonio, TX 78265-9754

January 01, 2015 through January 30, 2015
 Account Number **000000650760072**

CUSTOMER SERVICE INFORMATION

Web site **www.Chase.com**
 Service Center: **1-877-425-8100**
 Deaf and Hard of Hearing: **1-800-242-7383**
 Para Espanol: **1-888-622-4273**
 International Calls: **1-713-262-1679**

00000999 DRE 802 142 03515 NNNNNNNNNN T 1 000000000 D6 0000
FOODGEM INC
300 E 40TH ST APT 9G
NEW YORK NY 10016-2014

**CHECKING SUMMARY**

Chase Platinum Business Checking

	INSTANCES	AMOUNT
Beginning Balance		\$105,415.50
Deposits and Additions	2	258.00
Checks Paid	1	- 280.00
ATM & Debit Card Withdrawals	149	- 11,844.54
Electronic Withdrawals	3	- 4,800.00
Ending Balance	155	\$88,748.98

Your Chase Platinum Business Checking account provides:

- No transaction fees for unlimited electronic deposits (including ACH, ATM, wire, Chase Quick Deposit)
- 500 debits and non-electronic deposits (those made via check or cash in branches) per statement cycle
- \$25,000 in cash deposits per statement cycle
- Unlimited return deposited items with no fee

There are additional fee waivers and benefits associated with your account – please refer to your Deposit Account Agreement for more information.

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
01/29	Card Purchase Return 01/28 Frontier Ai 42275333951 Denver CO Card 8496	\$129.00
01/29	Card Purchase Return 01/28 Frontier Ai 42275333951 Denver CO Card 8496	129.00
Total Deposits and Additions		\$258.00



January 01, 2015 through January 30, 2015
Account Number: 000000650760072

CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
9029 ^		01/07	\$280.00
Total Checks Paid			\$280.00

If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

^ An image of this check may be available for you to view on Chase.com.

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
01/02	Card Purchase 12/30 Big Arc Chicken New York NY Card 8504	\$19.00
01/02	Card Purchase 12/30 Nyc-Taxi Woodside NY Card 8504	11.50
01/02	Card Purchase 12/30 Nyc Taxi Long Is City NY Card 8504	11.00
01/02	Card Purchase 12/30 American Ai 00175320908 Chicago IL Card 8504	98.10
01/02	Card Purchase 12/30 American Ai 00175320908 Chicago IL Card 8504	98.10
01/02	Card Purchase 12/30 American Ai 00175320908 Chicago IL Card 8504	98.10
01/02	Card Purchase 12/30 American Ai 00175320908 Chicago IL Card 8504	98.10
01/02	Card Purchase 12/30 American Ai 00175320908 Chicago IL Card 8504	98.10
01/02	Card Purchase 12/30 American Ai 00175320908 Chicago IL Card 8504	99.10
01/02	Card Purchase 12/30 American Ai 00175320908 Chicago IL Card 8504	99.10
01/02	Card Purchase 12/30 American Ai 00175320908 Chicago IL Card 8504	99.10
01/02	Card Purchase 12/30 American Ai 00175320908 Chicago IL Card 8504	99.10
01/02	Card Purchase 12/31 Gyu-Kaku Restaurant New York City NY Card 8504	21.00
01/02	Card Purchase 12/31 Sq *Panada Nyc New York NY Card 8496	17.33
01/02	Card Purchase 12/31 Zipcar Inc. 866-494-7227 MA Card 8504	46.75
01/02	Card Purchase 12/31 Popeyes New York NY Card 8504	28.29
01/02	Card Purchase 01/01 Zipcar Inc. 866-494-7227 MA Card 8504	42.62
01/02	Card Purchase 01/01 Gyu-Kaku Restaurant New York City NY Card 8504	173.98
01/02	Card Purchase 01/02 Amazon Mktplace Pmts Amzn.Com/Bill WA Card 8504	49.26
01/02	Card Purchase 01/02 Amazon Mktplace Pmts Amzn.Com/Bill WA Card 8504	68.04
01/02	Card Purchase With Pin 01/02 Target T2451 Flushing NY Card 8496	159.32
01/02	Recurring Card Purchase 12/31 Uber 866-576-1039 CA Card 8504	27.45
01/02	Recurring Card Purchase 12/31 Uber Technologies Inc 866-576-1039 CA Card 8504	19.19
01/02	Recurring Card Purchase 12/31 Uber Technologies Inc 866-576-1039 CA Card 8504	18.76
01/02	Recurring Card Purchase 12/31 Uber 866-576-1039 CA Card 8504	18.00
01/02	Recurring Card Purchase 12/31 Uber Technologies Inc 866-576-1039 CA Card 8504	17.14
01/02	Recurring Card Purchase 12/31 Fiverr 954-368-2267 NY Card 8504	5.50
01/05	Card Purchase 01/02 Congee Village Restaur New York NY Card 8504	134.00
01/05	Card Purchase 01/02 Nyc Taxi 9T16 Astoria NY Card 8504	14.80
01/05	Card Purchase 01/03 Airbnb Inc 415-800-5959 CA Card 8504	392.00
01/05	Card Purchase 01/03 Zipcar Inc. 866-494-7227 MA Card 8504	20.09
01/05	Card Purchase 01/03 Zipcar Inc. 866-494-7227 MA Card 8504	20.07
01/05	Card Purchase 01/04 Genuine Roadside I New York NY Card 8496	55.25
01/05	Recurring Card Purchase 01/03 Vzwrlss*Apocc Vsn 800-922-0204 CA Card 8504	144.03
01/05	Recurring Card Purchase 01/05 Uber Technologies Inc 866-576-1039 CA Card 8504	24.26
01/05	Recurring Card Purchase 01/02 Uber Technologies Inc 866-576-1039 CA Card 8504	14.84

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January 01, 2015 through January 30, 2015
Account Number 000000650760072

ATM & DEBIT CARD WITHDRAWALS (continued)

DATE	DESCRIPTION	AMOUNT
01/05	Recurring Card Purchase 01/05 Uber Technologies Inc 866-576-1039 CA Card 8504	13.44
01/05	Recurring Card Purchase 01/03 Uber 866-576-1039 CA Card 8504	8.80
01/05	Recurring Card Purchase 01/02 Uber Technologies Inc 866-576-1039 CA Card 8504	8.00
01/06	Card Purchase 01/02 Sp * Shopify Corn Shopify.Com MA Card 8504	19.00
01/06	Recurring Card Purchase 01/05 Uber Technologies Inc 866-576-1039 CA Card 8504	20.02
01/06	Recurring Card Purchase 01/05 Uber 866-576-1039 CA Card 8504	15.92
01/06	Recurring Card Purchase 01/05 Uber 866-576-1039 CA Card 8504	11.00
01/06	Recurring Card Purchase 01/05 Uber 866-576-1039 CA Card 8504	8.65
01/07	Card Purchase 01/05 Saigon Baguette New York NY Card 8504	27.05
01/07	Recurring Card Purchase 01/06 Uber 866-576-1039 CA Card 8504	22.21
01/07	Recurring Card Purchase 01/06 Uber Technologies Inc 866-576-1039 CA Card 8504	12.55
01/07	Recurring Card Purchase 01/06 Uber Technologies Inc 866-576-1039 CA Card 8504	11.93
01/07	Recurring Card Purchase 01/06 - Hellofax 415-766-0273 CA Card 8504	9.99
01/07	Recurring Card Purchase 01/06 Uber 866-576-1039 CA Card 8504	8.35
01/08	Card Purchase 01/05 Nyc-Taxi Yellow Cab Long Is City NY Card 8496	17.30
01/08	Card Purchase 01/06 Nyc-Taxi Astoria NY Card 8496	13.80
01/08	Card Purchase 01/07 Longhorn Steak00052464 Atlanta GA Card 8504	146.84
01/09	Card Purchase 12/23 Zipcar Inc. 8664947227 MA Card 8504	26.53
01/12	Card Purchase 01/09 Lanier Parking #10173 Atlanta GA Card 8504	10.00
01/12	Card Purchase 01/09 Atlanta Wing Atlanta GA Card 8504	7.48
01/12	Card Purchase 01/10 Tire South Atlanta Atlanta GA Card 8504	129.00
01/12	Card Purchase 01/10 Lanier Parking #10173 Atlanta GA Card 8504	10.00
01/14	Card Purchase 01/13 Sherwood-Fresh Basils 2126445616 NY Card 8504	17.75
01/14	Card Purchase 01/13 Nycdot Parking Meters Long Is City NY Card 8504	1.00
01/14	Card Purchase 01/13 Fei Long Market Brooklyn NY Card 8504	24.91
01/14	Card Purchase 01/14 Amazon.Com Amzn.Com/Bill WA Card 8504	9.97
01/14	Card Purchase 01/14 Amazon.Com Amzn.Com/Bill WA Card 8504	76.27
01/14	Card Purchase With Pin 01/14 Duane Reads 300 E 39th New York NY Card 8496	16.32
01/15	Card Purchase 01/14 Amazon Mktplace Pmts Amzn.Com/Bill WA Card 8504	12.03
01/15	Card Purchase 01/15 Amazon.Com Amzn.Com/Bill WA Card 8504	48.98
01/15	Card Purchase 01/14 Sq *Panada Nyc New York NY Card 8496	10.89
01/15	Card Purchase With Pin 01/15 Zara USA 1260 New York NY Card 8496	239.95
01/15	Recurring Card Purchase 01/15 Uber Technologies Inc 866-576-1039 CA Card 8504	8.00
01/15	Recurring Card Purchase 01/14 Fiverr 954-368-2267 NY Card 8504	5.50
01/16	Card Purchase 01/13 Nyc-Taxi Long Is City NY Card 8504	10.30
01/16	Card Purchase 01/15 Lady M Plaza New York NY Card 8496	15.50
01/16	Card Purchase 01/15 Gyu-Kaku Restaurant Now York City NY Card 8504	53.00
01/16	Recurring Card Purchase 01/15 Uber 866-576-1039 CA Card 8504	16.15
01/16	Recurring Card Purchase 01/16 Uber Technologies Inc 866-576-1039 CA Card 8504	8.00
01/20	Card Purchase 01/15 Nyc-Taxi Woodside NY Card 8496	7.80
01/20	Card Purchase 01/15 Bloomingdale's #001 New York NY Card 8496	6.50
01/20	Card Purchase 01/15 Fresh & CO New York NY Card 8496	7.35
01/20	Card Purchase 01/15 Tartinary New York NY Card 8496	3.50
01/20	Card Purchase 01/15 Frontier Ai 42275333951 Norwalk CT Card 8496	129.00
01/20	Card Purchase 01/15 Frontier Ai 42275333951 Norwalk CT Card 8496	129.00
01/20	Card Purchase With Pin 01/20 The Vitamin Shoppe #36 New York NY Card 8496	35.57
01/20	Recurring Card Purchase 01/17 Uber Technologies Inc 866-576-1039 CA Card 8504	43.11



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January 01, 2015 through January 30, 2015
Account Number: 000000650760072

ATM & DEBIT CARD WITHDRAWALS (continued)

DATE	DESCRIPTION	AMOUNT
01/20	Recurring Card Purchase 01/19 Uber 866-576-1039 CA Card 8504	14.01
01/20	Recurring Card Purchase 01/20 Uber Technologies Inc 866-576-1039 CA Card 8504	11.93
01/21	Recurring Card Purchase 01/21 Uber Technologies Inc 866-576-1039 CA Card 8504	8.90
01/22	Card Purchase 01/21 Delta Air 00623791801 Delta.Com CA Card 8496	193.10
01/22	Card Purchase 01/21 Delta Air 00623791801 Delta.Com CA Card 8496	193.10
01/22	Card Purchase 01/21 Delta Air 00623791801 Delta.Com CA Card 8496	193.10
01/22	Card Purchase 01/21 Airbnb Inc 415-800-5959 CA Card 8504	1,043.00
01/22	Recurring Card Purchase 01/22 Uber Technologies Inc 866-576-1039 CA Card 8504	8.88
01/23	Card Purchase 01/22 Airbnb Inc 415-800-5959 CA Card 8504	376.00
01/23	Card Purchase 01/22 Walgreens #01924 Miami Beach FL Card 8496	38.44
01/23	Card Purchase With Pin 01/23 Art Deco Supermarket Miami Beach FL Card 8496	40.29
01/23	Recurring Card Purchase 01/23 Uber Technologies Inc 866-576-1039 CA Card 8504	60.24
01/23	Recurring Card Purchase 01/23 Uber Technologies Inc 866-576-1039 CA Card 8504	8.00
01/23	Recurring Card Purchase 01/23 Uber Technologies Inc 866-576-1039 CA Card 8504	5.23
01/26	Card Purchase 01/22 Miami Taxi Miami FL Card 8496	34.00
01/26	Card Purchase 01/22 The Carlyle Cafe Miami Beach FL Card 8496	89.55
01/26	Card Purchase 01/23 Edlen Electrical Servc Miami FL Card 8496	3,758.56
01/26	Card Purchase 01/23 Expo Convtn Cntrctrs I 305-751-1234 FL Card 8496	246.00
01/26	Card Purchase 01/23 Expo Convtn Cntrctrs I 305-751-1234 FL Card 8496	88.28
01/26	Card Purchase 01/23 Unbounce Vancouver BC Card 8504	24.50
01/26	Card Purchase 01/23 Expo Convtn Cntrctrs I 305-751-1234 FL Card 8496	88.27
01/26	Card Purchase 01/23 Walgreens #01924 Miami Beach FL Card 8496	8.82
01/26	Card Purchase 01/23 Miami Beach Cc Conc 00 Miami Beach FL Card 8496	4.00
01/26	Card Purchase 01/24 Walgreens #01924 Miami Beach FL Card 8496	6.37
01/26	Card Purchase 01/25 Chalan On The Beach Miami Beach FL Card 8496	74.09
01/26	Card Purchase With Pin 01/25 Walgreens 2300 Collins Miami Beach FL Card 8496	6.26
01/26	Recurring Card Purchase 01/23 - Hellofax 415-766-0273 CA Card 8504	9.99
01/26	Recurring Card Purchase 01/23 Uber Technologies Inc 866-576-1039 CA Card 8504	6.32
01/26	Recurring Card Purchase 01/25 Uber Technologies Inc 866-576-1039 CA Card 8504	6.01
01/26	Recurring Card Purchase 01/24 Uber Technologies Inc 866-576-1039 CA Card 8504	4.00
01/26	Recurring Card Purchase 01/25 Uber Technologies Inc 866-576-1039 CA Card 8504	4.00
01/26	Recurring Card Purchase 01/25 Uber Technologies Inc 866-576-1039 CA Card 8504	4.00
01/26	Recurring Card Purchase 01/26 Uber Technologies Inc 866-576-1039 CA Card 8504	4.00
01/27	Card Purchase 01/25 Miami Taxi Miami FL Card 8496	5.50
01/27	Card Purchase 01/25 Vemar Market Inc Miami Beach FL Card 8496	49.35
01/27	Card Purchase 01/26 Chalan On The Beach Miami Beach FL Card 8496	73.21
01/27	Card Purchase With Pin 01/27 Wings Beachwear Str #3 Miami Beach FL Card 8496	66.85
01/27	Recurring Card Purchase 01/26 Uber 866-576-1039 CA Card 8504	6.70
01/27	Recurring Card Purchase 01/27 Uber Technologies Inc 866-576-1039 CA Card 8504	4.00
01/28	Card Purchase 01/27 Deco Bike 305-416-7445 FL Card 8496	4.28
01/28	Card Purchase 01/27 Deco Bike 305-416-7445 FL Card 8496	4.27
01/28	Card Purchase 01/27 Deco Bike 305-416-7445 FL Card 8496	4.26
01/28	Card Purchase 01/27 Delta Air 00623797003 Delta.Com CA Card 8496	334.10
01/28	Card Purchase 01/27 Deco Bike 305-416-7445 FL Card 8496	10.70
01/28	Card Purchase 01/27 Deco Bike 305-416-7445 FL Card 8496	10.69
01/28	Card Purchase 01/27 Deco Bike 305-416-7445 FL Card 8496	10.68
01/28	Card Purchase 01/27 Zipcar Inc 866-494-7227 MA Card 8504	40.01

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January 01 2015 through January 30, 2015
Account Number: 000000650760072

ATM & DEBIT CARD WITHDRAWALS (continued)

DATE	DESCRIPTION	AMOUNT
01/28	Card Purchase 01/28 Hotels Com12061009392 800-246-8357 NV Card 8496	34.45
01/28	Recurring Card Purchase 01/27 Uber 866-576-1039 CA Card 8504	4.43
01/28	Recurring Card Purchase 01/27 Uber Technologies Inc 866-576-1039 CA Card 8504	4.00
01/29	Card Purchase 01/27 Lesli Cafe Miami Beach FL Card 8496	73.08
01/29	Card Purchase 01/27 Vemar Market Inc Miami Beach FL Card 8496	13.48
01/29	Card Purchase 01/27 Playa Cafe Inc Miami Beach FL Card 8496	9.00
01/29	Card Purchase 01/28 Saga Display Atlanta GA Card 8496	57.00
01/29	Card Purchase With Pin 01/29 Wm Supercenter # Atlanta GA Card 8496	59.89
01/29	Recurring Card Purchase 01/29 Uber Technologies Inc 866-576-1039 CA Card 8504	18.44
01/29	Recurring Card Purchase 01/29 Uber Technologies Inc 866-576-1039 CA Card 8504	15.56
01/29	Recurring Card Purchase 01/29 Uber Technologies Inc 866-576-1039 CA Card 8504	4.00
01/29	Recurring Card Purchase 01/29 Uber Technologies Inc 866-576-1039 CA Card 8504	4.00
01/30	Card Purchase 01/23 Flamo Caffee And Grill Miami Beach FL Card 8496	91.95
01/30	Card Purchase 01/29 Saga Display Atlanta GA Card 8496	100.80
01/30	Recurring Card Purchase 01/30 Uber Technologies Inc 866-576-1039 CA Card 8504	65.33
01/30	Recurring Card Purchase 01/30 Uber Technologies Inc 866-576-1039 CA Card 8504	16.73
01/30	Recurring Card Purchase 01/30 Uber Technologies Inc 866-576-1039 CA Card 8504	12.03
01/30	Recurring Card Purchase 01/29 Uber 866-576-1039 CA Card 8504	10.15
01/30	Recurring Card Purchase 01/29 Uber 866-576-1039 CA Card 8504	9.80
Total ATM & Debit Card Withdrawals		\$11,844.54


ATM & DEBIT CARD SUMMARY

Yuwen Alice Zhang Card 8496

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$6,940.15
Total Card Deposits & Credits	\$258.00

Zhong Zhuang Card 8504

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$4,904.39
Total Card Deposits & Credits	\$0.00

ATM & Debit Card Totals

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$11,844.54
Total Card Deposits & Credits	\$258.00



January 01, 2015 through January 30, 2015
Account Number: 000000650760072

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
01/20	Chase Quickpay Electronic Transfer 4397402372 To James Zhang	\$2,000.00
01/21	Chase Quickpay Electronic Transfer 4399769370 To James Zhang	1,600.00
01/21	Chase Quickpay Electronic Transfer 4399771803 To James Zhang	1,200.00
Total Electronic Withdrawals		\$4,800.00

DAILY ENDING BALANCE

DATE	AMOUNT	DATE	AMOUNT
01/02	\$103,774.47	01/20	99,154.98
01/05	102,924.89	01/21	96,346.08
01/06	102,850.30	01/22	94,714.90
01/07	102,478.22	01/23	94,188.70
01/08	102,300.28	01/26	89,719.68
01/09	102,273.75	01/27	89,514.07
01/12	102,117.27	01/28	89,052.20
01/14	101,971.05	01/29	89,055.75
01/15	101,645.70	01/30	88,748.96
01/16	101,542.75		

SERVICE CHARGE SUMMARY

Monthly Service Fee	\$0.00
Other Service Charges	\$0.00
Total Service Charges	\$0.00



JPMorgan Chase Bank, N.A.
P O Box 659/754
San Antonio TX 78265-9754

January 31, 2015 through February 27, 2015
Account Number: 000000650760072

CUSTOMER SERVICE INFORMATION

Web site: www.Chase.com
Service Center: 1-877-425-8100
Deaf and Hard of Hearing: 1-800-242-7383
Para Espanol: 1-888-622-4273
International Calls: 1-713-262-1679

00001013 DRE 802 142 06315 NNNNNNNNNN T 1 000000000 06 0000
FOODGEM INC
300 E 40TH ST APT 9G
NEW YORK NY 10016-2014



We are updating your Deposit Account Agreement

We will update the Electronic Funds Transfer Service Terms in your agreement for business accounts effective March 22, 2015, to cover how you can use an eATM (formerly known as Express Banking kiosk) located inside a branch lobby during the branch operating hours:

- Each signer can withdraw up to \$3,000 each day Business Associate card limits remain the same
- At certain Chase eATMs, you or an authorized signer will be able to provide us personal identification that we accept, such as a driver's license. Our branch employee will then give you a temporary, one-time code so you can have full use of the eATM.
- All other withdrawals at eATMs count towards your daily ATM withdrawal limit.

These changes will happen over several months, so you should ask an employee in your branch if the eATM has been updated with these changes.

For a copy of your agreement, you can view it anytime by logging in at chase.com and clicking Legal Agreements and Disclosures at the bottom of any page, or visit a branch. If you have questions, please call us at the telephone number listed on this statement.

CHECKING SUMMARY

Chase Platinum Business Checking

	INSTANCES	AMOUNT
Beginning Balance		\$88,748.98
Deposits and Additions	4	2,507.00
Checks Paid	4	- 5,422.00
ATM & Debit Card Withdrawals	77	- 4,842.83
Electronic Withdrawals	6	- 80,866.87
Ending Balance	91	\$124.26

Your Chase Platinum Business Checking account provides:

- No transaction fees for unlimited electronic deposits (including ACH, ATM, wire, Chase Quick Deposit)
- 500 debits and non-electronic deposits (those made via check or cash in branches) per statement cycle
- \$25,000 in cash deposits per statement cycle
- Unlimited return deposited items with no fee

There are additional fee waivers and benefits associated with your account – please refer to your Deposit Account Agreement for more information.



January 31, 2015 through February 27, 2015
Account Number: 000000650760072

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
02/02	Card Purchase Return 02/01 Uber 8665761039 CA Card 8504	\$4.00
02/02	Card Purchase Return 02/02 Uber Technologies Inc 866-576-1039 CA Card 8504	3.00
02/04	Paypal Transfer PPD ID: Paypalsd11	500.00
02/23	Online Transfer From Mma ...0880 Transaction#: 4462486168	2,000.00
Total Deposits and Additions		\$2,507.00

CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
1002 ^		02/18	\$1,620.00
1003 ^		02/19	2,000.00
1004 ^		02/10	1,600.00
9028 ^ ^		02/18	202.00
Total Checks Paid			\$5,422.00

If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

* All of your recent checks may not be on this statement, either because they haven't cleared yet or they were listed on one of your previous statements

^ An image of this check may be available for you to view on Chase.com.

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
02/02	Recurring Card Purchase 01/31 Uber 866-576-1039 CA Card 8504	\$23.29
02/02	Recurring Card Purchase 01/31 Uber Technologies Inc 866-576-1039 CA Card 8504	22.00
02/02	Recurring Card Purchase 02/01 Uber Technologies Inc 866-576-1039 CA Card 8504	22.00
02/02	Recurring Card Purchase 01/31 Uber 866-576-1039 CA Card 8504	20.00
02/02	Recurring Card Purchase 02/01 Uber 866-576-1039 CA Card 8504	10.50
02/02	Recurring Card Purchase 01/30 Uber 866-576-1039 CA Card 8504	8.55
02/02	Recurring Card Purchase 02/02 Uber Technologies Inc 866-576-1039 CA Card 8504	8.44
02/02	Recurring Card Purchase 01/31 Uber Technologies Inc 866-576-1039 CA Card 8504	7.64
02/02	Recurring Card Purchase 01/31 Uber Technologies Inc 866-576-1039 CA Card 8504	6.47
02/03	Card Purchase 02/02 Amazon Mktplace Pmts Amzn.Com/Bill WA Card 8504	29.98
02/03	Card Purchase 02/02 Amazon Mktplace Pmts Amzn.Com/Bill WA Card 8504	36.37
02/03	Card Purchase 02/03 Amazon Mktplace Pmts Amzn.Com/Bill WA Card 8504	25.99
02/03	Card Purchase 02/02 Amazon Mktplace Pmts Amzn.Com/Bill WA Card 8504	74.81
02/03	Card Purchase 02/02 Amc Kips Bay 15 #2195 New York NY Card 8496	17.50
02/03	Recurring Card Purchase 02/03 Vzwrles*Apoc Visn 800-922-0204 CA Card 8504	171.79
02/03	Recurring Card Purchase 02/03 Uber Technologies Inc 866-576-1039 CA Card 8504	32.75
02/03	Recurring Card Purchase 02/02 Uber 866-576-1039 CA Card 8504	16.15
02/04	Card Purchase 02/03 Sq *Moomoo Designs New York NY Card 8496	820.00
02/04	Card Purchase 02/04 Google *Google Stora Google.Com/Ch CA Card 8496	9.99
02/04	Recurring Card Purchase 02/04 Uber Technologies Inc 866-576-1039 CA Card 8504	17.81
02/04	Recurring Card Purchase 02/04 Uber Technologies Inc 866-576-1039 CA Card 8504	12.40
02/04	Recurring Card Purchase 02/04 Uber Technologies Inc 866-576-1039 CA Card 8504	8.00
02/05	Card Purchase With Pin 02/05 Usps 3596 109554/5 Tudo New York NY Card 8496	1.47

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January 31, 2015 through February 27, 2015
Account Number 000000650760072

ATM & DEBIT CARD WITHDRAWALS (continued)

DATE	DESCRIPTION	AMOUNT
02/05	Card Purchase With Pin 02/05 Usps 3596109554/5 Tudo New York NY Card 8496	5.75
02/05	Card Purchase With Pin 02/05 Usps 3596109554/5 Tudo New York NY Card 8496	5.75
02/05	Card Purchase With Pin 02/05 Usps 3596109554/5 Tudo New York NY Card 8496	12.65
02/05	Card Purchase With Pin 02/05 Usps 3596109554/5 Tudo New York NY Card 8496	12.65
02/05	Card Purchase With Pin 02/05 Usps 3596109554/5 Tudo New York NY Card 8496	12.65
02/05	Card Purchase With Pin 02/05 Usps 3596109554/5 Tudo New York NY Card 8496	12.65
02/05	Card Purchase With Pin 02/05 Usps 3596109554/5 Tudo New York NY Card 8496	12.65
02/05	Recurring Card Purchase 02/05 Uber Technologies Inc 866-576-1039 CA Card 8504	11.01
02/05	Recurring Card Purchase 02/05 Uber Technologies Inc 866-576-1039 CA Card 8504	10.00
02/05	Recurring Card Purchase 02/05 Uber Technologies Inc 866-576-1039 CA Card 8504	8.04
02/06	Card Purchase 02/04 Cathaypacair1601968135 877-6092233 CA Card 8496	789.00
02/06	Card Purchase 02/04 Cathaypacair1601968135 877-6092233 CA Card 8496	789.00
02/06	Card Purchase 02/04 Cathaypacair1601968135 877-6092233 CA Card 8496	789.00
02/06	Recurring Card Purchase 02/06 Uber Technologies Inc 866-576-1039 CA Card 8504	65.33
02/06	Recurring Card Purchase 02/06 Uber Technologies Inc 866-576-1039 CA Card 8504	10.00
02/09	Card Purchase 02/08 Grubhub Food Order 877-585-7878 IL Card 8496	26.35
02/09	Card Purchase 02/08 Grubhub Food Order 877-585-7878 IL Card 8496	16.76
02/09	Card Purchase 02/08 Grubhub Food Order 877-585-7878 IL Card 8496	10.76
02/09	Recurring Card Purchase 02/09 Uber Technologies Inc 866-576-1039 CA Card 8504	27.27
02/09	Recurring Card Purchase 02/07 Uber Technologies Inc 866-576-1039 CA Card 8504	19.97
02/09	Recurring Card Purchase 02/09 Uber Technologies Inc 866-576-1039 CA Card 8504	18.91
02/09	Recurring Card Purchase 02/06 Uber 866-576-1039 CA Card 8504	15.75
02/09	Recurring Card Purchase 02/09 Uber Technologies Inc 866-576-1039 CA Card 8504	13.04
02/09	Recurring Card Purchase 02/08 Uber Technologies Inc 866-576-1039 CA Card 8504	12.00
02/09	Recurring Card Purchase 02/06 - Heliolax 415-766-0273 CA Card 8504	9.99
02/09	Recurring Card Purchase 02/09 Uber Technologies Inc 866-576-1039 CA Card 8504	9.08
02/09	Recurring Card Purchase 02/07 Uber 866-576-1039 CA Card 8504	8.73
02/10	Card Purchase 02/09 Grubhub Food Order 877-585-7878 IL Card 8496	42.22
02/11	Card Purchase 02/09 Grubhub Food Order 877-585-7878 IL Card 8496	26.17
02/11	Card Purchase 02/10 Grubhub Food Order 877-585-7878 IL Card 8496	22.03
02/11	Recurring Card Purchase 02/11 Uber Technologies Inc 866-576-1039 CA Card 8504	10.40
02/11	Recurring Card Purchase 02/10 Uber 866-576-1039 CA Card 8504	9.32
02/11	Recurring Card Purchase 02/11 Uber Technologies Inc 866-576-1039 CA Card 8504	8.00
02/12	Card Purchase 02/12 Seamless 800-905-9322 NY Card 8496	14.25
02/13	Card Purchase 02/12 Grubhub Food Order 877-585-7878 IL Card 8496	14.84
02/13	Card Purchase 02/12 Grubhub Food Order 877-585-7878 IL Card 8496	15.73
02/17	Card Purchase 02/13 Grubhub Food Order 877-585-7878 IL Card 8496	16.08
02/17	Card Purchase 02/15 Grubhub Food Order 877-585-7878 IL Card 8496	16.76
02/17	Card Purchase 02/15 Grubhub Food Order 877-585-7878 IL Card 8496	17.49
02/17	Recurring Card Purchase 02/17 Uber Technologies Inc 866-576-1039 CA Card 8496	10.00
02/19	Card Purchase 02/19 Seamless 800-905-9322 NY Card 8496	108.90
02/20	Card Purchase 02/19 Footlocker 800-9916815 WI Card 8496	129.55
02/20	Card Purchase 02/18 Grubhub Food Order 877-585-7878 IL Card 8496	24.19
02/23	Card Purchase 02/20 Grubhub Food Order 877-585-7878 IL Card 8496	26.35
02/24	Card Purchase 02/22 Grubhub Food Order 877-585-7878 IL Card 8496	18.57
02/24	Card Purchase 02/23 Grubhub Food Order 877-585-7878 IL Card 8496	28.62
02/24	Card Purchase 02/23 Grubhub Food Order 877-585-7878 IL Card 8496	16.47





January 31 2015 through February 27 2015
Account Number: 000000650760072

ATM & DEBIT CARD WITHDRAWALS (continued)

DATE	DESCRIPTION	AMOUNT
02/24	Recurring Card Purchase 02/23 - Hellofax 415-766-0273 CA Card 8504	9.99
02/25	Card Purchase 02/23 Grubhub Food Order 877-585-7878 IL Card 8496	27.25
02/25	Card Purchase 02/23 Unbounce Vancouver BC Card 8504	24.50
02/25	Card Purchase 02/24 Grubhub Food Order 877-585-7878 IL Card 8496	12.64
02/25	Card Purchase 02/24 Grubhub Food Order 877-585-7878 IL Card 8496	19.16
02/27	Card Purchase 02/25 Grubhub Food Order 877-585-7878 IL Card 8496	21.56
02/27	Card Purchase 02/26 Grubhub Food Order 877-585-7878 IL Card 8496	13.35
Total ATM & Debit Card Withdrawals		\$4,842.83

ATM & DEBIT CARD SUMMARY

Yuwen Alice Zhang Card 8496

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$3,986.56
Total Card Deposits & Credits	\$0.00

Zhong Zhuang Card 8504

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$856.27
Total Card Deposits & Credits	\$7.00

ATM & Debit Card Totals

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$4,842.83
Total Card Deposits & Credits	\$7.00

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
02/02	Chase Quickpay Electronic Transfer 4423831858 To Hassanahmad	\$2,725.00
02/06	02/06 Payment To Chase Card Ending IN 5840	772.64
02/17	02/15 Online Transfer To Mma . .0880 Transaction#: 4449302346	76,000.00
02/17	02/15 Online Transfer To Mma . .0880 Transaction#: 4449302720	1,000.00
02/17	02/15 Payment To Chase Card Ending IN 5840	322.57
02/27	02/27 Payment To Chase Card Ending IN 5840	46.66
Total Electronic Withdrawals		\$80,866.87



January 31, 2015 through February 27, 2015
Account Number 000000650760072

DAILY ENDING BALANCE

DATE	AMOUNT
02/02	\$85,902.07
02/03	\$85,498.73
02/04	\$85,128.53
02/05	\$85,023.26
02/06	\$81,808.29
02/09	\$81,619.68
02/10	\$79,977.46
02/11	\$79,901.54
02/12	\$79,887.29

SERVICE CHARGE SUMMARY

Monthly Service Fee	\$0.00
Other Service Charges	\$0.00
Total Service Charges	\$0.00



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JPMorgan Chase Bank, N.A.
P O Box 659754
San Antonio, TX 78265 - 9754

February 28, 2015 through March 31, 2015

Account Number: 000000650760072

CUSTOMER SERVICE INFORMATION

Web site: www.Chase.com
Service Center: 1-877-425-8100
Deaf and Hard of Hearing: 1-800-242-7383
Para Espanol: 1-888-622-4273
International Calls: 1-713-262-1679

00000785 DRE 802 210 09315 NNNNNNNNNN 1 000000000 D6 0000
FOODGEM INC
300 E 40TH ST APT 9G
NEW YORK NY 10016-2014



CHECKING SUMMARY

Chase Platinum Business Checking

	INSTANCES	AMOUNT
Beginning Balance		\$124.26
Deposits and Additions	3	6,258.56
Checks Paid	1	- 700.00
ATM & Debit Card Withdrawals	24	- 2,702.07
Electronic Withdrawals	1	- 2,625.00
Ending Balance	29	\$355.75

Your Chase Platinum Business Checking account provides

- No transaction fees for unlimited electronic deposits (including ACH, ATM, wire, Chase Quick Deposit)
- 500 debits and non-electronic deposits (those made via check or cash in branches) per statement cycle
- \$25,000 in cash deposits per statement cycle
- Unlimited return deposited items with no fee

There are additional fee waivers and benefits associated with your account – please refer to your Deposit Account Agreement for more information.

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
03/05	Credit Due To Debit Card Dispute	\$3,758.56
03/18	Online Transfer From Chk ... 5149 Transaction#: 4513676278	1,500.00
03/25	Online Transfer From Mma ... 0880 Transaction#: 4526260794	1,000.00
Total Deposits and Additions		\$6,258.56



February 28, 2015 through March 31, 2015
Account Number 000000650760072

CHECKS PAID

CHECK NO	DESCRIPTION	DATE PAID	AMOUNT
1001 ^		03/19	\$700.00
Total Checks Paid			\$700.00

If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

^ An image of this check may be available for you to view on Chase.com

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
03/02	Recurring Card Purchase 03/01 Uber Technologies Inc 866-576-1039 CA Card 8496	\$27.10
03/03	Card Purchase 03/02 Grubhub Food Order 877-585-7878 IL Card 8496	13.77
03/03	Card Purchase 03/02 Grubhub Food Order 877-585-7878 IL Card 8496	18.57
03/03	Card Purchase 03/01 Cathaypacair1601968206 877-6092233 CA Card 8496	832.00
03/03	Recurring Card Purchase 03/03 Vzwriss*Apocc Visa 800-922-0204 CA Card 8504	313.88
03/04	Card Purchase 03/04 Google *Google Stora Google Com/Ch CA Card 8496	9.99
03/09	Recurring Card Purchase 03/06 - Hellofax 415-766-0273 CA Card 8504	9.99
03/12	Card Purchase 03/11 Americasmart 404-2203054 GA Card 8504	750.00
03/16	Card Purchase With Pin 03/15 Grstedes # 533 New York NY Card 8572	17.79
03/17	Card Purchase 03/15 Gyu-Kaku Restaurant New York City NY Card 8504	38.00
03/17	Card Purchase 03/15 Broadway Dance Center New York NY Card 8572	20.00
03/18	Card Purchase 03/17 Airbnb Inc 415-800-5959 CA Card 8572	364.00
03/19	Card Purchase 03/19 Bojangles 701 Charlotte NC Card 8572	13.08
03/20	Card Purchase 03/19 Aviva By Kameel Atlanta GA Card 8572	6.00
03/20	Card Purchase 03/19 Pp*Regal Pak Duluth GA Card 8572	29.47
03/23	Card Purchase 03/19 Americasmart 404-2203000 GA Card 8572	100.00
03/23	Card Purchase 03/20 Aviva By Kameel Atlanta GA Card 8572	3.00
03/23	Card Purchase 03/20 Camille & Company Atlanta GA Card 8572	21.60
03/23	Card Purchase 03/20 Mini B Atlanta GA Card 8572	9.67
03/24	Recurring Card Purchase 03/23 Lyft Mon At 0208Pm 855-280-0278 CA Card 8572	20.57
03/24	Recurring Card Purchase 03/23 Hello* Hellofax 415-766-0273 CA Card 8504	9.99
03/25	Card Purchase 03/23 Unbounce Vancouver BC Card 8504	49.00
03/25	Recurring Card Purchase 03/24 Lyft Tue At 0820Pm 855-280-0278 CA Card 8572	1.60
03/30	Card Purchase 03/27 New Topaz New York NY Card 8572	23.00
Total ATM & Debit Card Withdrawals		\$2,702.07

ATM & DEBIT CARD SUMMARY

Yuwen Alice Zhang Card 8496

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$901.43
Total Card Deposits & Credits	\$0.00

Page 2 of 4



February 29, 2015 through March 31, 2015
Account Number: 000000850760072

Zhong Zhuang Card 8504

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$1,170.86
Total Card Deposits & Credits	\$0.00

Yuwen Alice Zhang Card 8572

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$629.78
Total Card Deposits & Credits	\$0.00

ATM & Debit Card Totals

Total ATM Withdrawals & Debits	\$0.00
Total Card Purchases	\$2,702.07
Total Card Deposits & Credits	\$0.00

**ELECTRONIC WITHDRAWALS**

DATE	DESCRIPTION	AMOUNT
03/09	Chase Quickpay Electronic Transfer 4489990522 To Hassanahmad	\$2,625.00
Total Electronic Withdrawals		\$2,625.00

DAILY ENDING BALANCE

DATE	AMOUNT	DATE	AMOUNT
03/02	\$97.16	03/18	342.73
03/03	-1,081.06	03/19	-370.35
03/04	-1,091.05	03/20	-405.82
03/05	2,667.51	03/23	-540.09
03/09	32.52	03/24	-570.65
03/12	-717.48	03/25	378.75
03/16	-735.27	03/30	355.75
03/17	-793.27		

SERVICE CHARGE SUMMARY

Monthly Service Fee	\$0.00
Other Service Charges	\$0.00
Total Service Charges	\$0.00

SCIACCA 000153

Exhibit G



Deposit Account Balance Summary

05/14/2015

Requestor information:

ZHONG ZHUANG

300 E 40TH ST APT 9G
NEW YORK, NY 10016-2014

Summary of Deposit Account				
Account Number	Account Type	Open Date	Current Balance	Avg Balance (12 mos)
982455123	Chase Private Client Checking	05/14/2011	\$1,500.04	\$4,683.00
Customer Information				
ZHONG ZHUANG		Sole Owner		

Deposit Account Balance Summary request completed by:

JOANNA C AQUAFREDDA
(845) 897-2104
Fishkill and Merritt Blvd

PLEASE NOTE THAT THE INFORMATION PROVIDED IN THIS LETTER WILL BE THE ONLY INFORMATION RELEASED BY JPMorgan Chase, N.A.

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SCIACCA 000154



JPMorgan Chase Bank, N.A.
P O Box 659754
San Antonio, TX 78265-9754

December 27, 2013 through January 28, 2014

Account Number: 000000982455123

00204772 DRE 802 219 02914 YNNNNNNNNYNN 1 000000000 18 0000
ZHONG ZHUANG
300 E 40TH ST APT 9G
NEW YORK NY 10016-2014

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
Service Center: 1-800-935-9935
Deaf and Hard of Hearing: 1-800-242-7383
Para Espanol: 1-877-312-4273
International Calls: 1-713-262-1679



CHECKING SUMMARY

Chase Premier Plus Checking

	AMOUNT
Beginning Balance	\$4,443.70
Deposits and Additions	2,133.51
ATM & Debit Card Withdrawals	- 39.86
Electronic Withdrawals	- 6,148.24
Fees and Other Withdrawals	- 100.00
Ending Balance	\$289.11
Annual Percentage Yield Earned This Period	0.01%
Interest Earned This Period	\$0.03
Interest Paid Year-to-Date	\$0.03

Interest paid in 2013 for account 000000982455123 was \$0.26.

The monthly service fee for this account was waived as an added feature of Chase BusinessClassic account

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	PPD ID	AMOUNT
01/03	Weill Cornell ME XXXXXXXXX	PPD ID: 1131623978	\$1,066.74
01/17	Weill Cornell ME XXXXXXXXX	PPD ID: 1131623978	1,066.74
01/28	Interest Payment		0.03
Total Deposits and Additions			\$2,133.51

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
01/06	Card Purchase 01/06 Hostgator Com Ps://Signup.H TX Card 8574	\$9.95
01/10	Recurring Card Purchase 01/10 Two*Time Warner Nyc 718-358-0900 NY Card 8574	29.91
Total ATM & Debit Card Withdrawals		\$39.86



December 27, 2013 through January 28, 2014
 Account Number: **000000982455123**

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
12/30	12/29 Payment To Chase Card Ending IN 5581	\$2,420.71
01/15	Con Ed of NY Intell Ck PPD ID: 0135009340	40.27
01/21	01/18 Payment To Chase Card Ending IN 5581	862.88
01/28	01/28 Payment To Chase Card Ending IN 5581	74.38
01/28	Chase Quickpay Electronic Transfer 3718530447 To Hassan Ahmad	2,750.00
Total Electronic Withdrawals		\$8,148.24

FEES AND OTHER WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
01/16	01/16 Withdrawal	\$100.00
Total Fees & Other Withdrawals		\$100.00

Page 2 of 4

CHASE PRIVATE CLIENT
JPMorgan Chase Bank, N.A.
P O Box 659754
San Antonio, TX 78265-9754

January 29, 2014 through February 27, 2014
Account Number **000000982455123**

CUSTOMER SERVICE INFORMATION

Web site **Chase.com**
Service Center **1-888-994-5828**
Deaf and Hard of Hearing: **1-800-242-7383**
International Calls **1-713-262-1679**

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ZHONG ZHUANG
300 E 40TH ST APT 9G
NEW YORK NY 10016-2014

**We will update your Deposit Account Agreement**

Effective March 23, 2014, we will be updating your agreement, including:

- How we determine the exchange rate that we use for foreign-currency transactions. See the "Transactions in a Foreign Currency" section
- How we handle demands for payment by another Chase customer whose item you cashed or deposited with us. See "Our right to charge back deposited or cashed checks."
- That we use the description of Returned Item fee if we decide to pay an item after we initially decide to return it. See "Insufficient funds, Returned Item, and Extended Overdraft fees."
- Why we may block or delay transactions or restrict an account to protect you or us or to comply with legal requirements. See "Restricting your account, blocking or delaying transactions."

All other terms and conditions remain the same. For a copy of your agreement, log on to chase.com or visit a branch. If you have questions, please call us at the telephone number listed on this statement or visit your nearest Chase branch.

CHECKING SUMMARY Chase Private Client Checking

	AMOUNT
Beginning Balance	\$289.11
Deposits and Additions	12,504.05
ATM & Debit Card Withdrawals	- 1,087.55
Electronic Withdrawals	- 2,717.86
Ending Balance	\$8,987.75
Annual Percentage Yield Earned This Period	0.01%
Interest Earned This Period	\$0.05
Interest Paid Year-to-Date	\$0.08

Interest paid in 2013 for account 000000982455123 was \$0.26.

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	PPD ID:	AMOUNT
01/31	Weill Cornell ME XXXXXXXXX	1131623978	\$1,066.74
02/07	Deposit 1275619116		6,500.00
02/14	Aetna Life Insur Aetna Pay	1066033492	3,328.03
02/14	Weill Cornell ME XXXXXXXXX	1131623978	1,066.74

Page 1 of 4

CHASE PRIVATE CLIENT

January 29, 2014 through February 27, 2014
Account Number: 000000982455123**DEPOSITS AND ADDITIONS** (continued)

DATE	DESCRIPTION	AMOUNT
02/18	Cash Redemption	497.48
02/18	Cash Redemption	45.01
02/27	Interest Payment	0.05
Total Deposits and Additions		\$12,504.05

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
02/06	Card Purchase 02/06 Hostgator Com Ps //Signup H TX Card 8574	\$9.95
02/10	ATM Withdrawal 02/09 3901 Main St Flushing NY Card 8574	180.00
02/10	Card Purchase 02/09 J Mart Group Inc Flushing NY Card 8574	26.82
02/10	Recurring Card Purchase 02/10 Twc*Time Warner Nyc 718-358-0900 NY Card 8574	29.99
02/11	Card Purchase 02/10 Apl*Apple iTunes Stor 866-712-7753 CA Card 8574	4.34
02/12	Card Purchase 02/11 Gyu-Kaku Restaurant New York City NY Card 8574	63.00
02/18	Non-Chase ATM Withdraw 02/14 326 N 4th Ave Tucson AZ Card 8574	202.50
02/18	Non-Chase ATM Withdraw 02/15 655 W 22ND St Tucson AZ Card 8574	502.95
02/18	Card Purchase 02/16 Las Vegas Supershuttle Las Vegas NV Card 8574	8.00
02/24	ATM Withdrawal 02/22 801 2ND Ave New York NY Card 8574	60.00
Total ATM & Debit Card Withdrawals		\$1,087.55

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
02/13	Con Ed of NY Intell Ck PPD ID: 0135009340	\$51.32
02/18	02/15 Payment To Chase Card Ending IN 5581	1,833.38
02/26	02/26 Payment To Chase Card Ending IN 5581	833.16
Total Electronic Withdrawals		\$2,717.86

Page 2 of 4

CHASE PRIVATE CLIENT
 JPMorgan Chase Bank, N.A.
 P O Box 659754
 San Antonio, TX 78265-9754

February 28, 2014 through March 31, 2014
 Account Number: **000000982455123**

CUSTOMER SERVICE INFORMATION

Web site: **Chase.com**
 Service Center: **1-888-994-5626**
 Deaf and Hard of Hearing: **1-800-242-7383**
 International Calls: **1-713-252-1679**

00086191 DRE 802 210 09114 NNNNNNNNNN 1 00000000 69 0000
ZHONG ZHUANG
 300 E 40TH ST APT 9G
 NEW YORK NY 10016-2014

**CHECKING SUMMARY**

Chase Private Client Checking

	AMOUNT
Beginning Balance	\$8,987.75
Deposits and Additions	13,660.16
ATM & Debit Card Withdrawals	- 117.46
Electronic Withdrawals	- 5,950.75
Ending Balance	\$16,579.70
Annual Percentage Yield Earned This Period	0.01%
Interest Earned This Period	\$0.11
Interest Paid Year-to-Date	\$0.19

Interest paid in 2013 for account 000000982455123 was \$0.26.

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	PPD ID	AMOUNT
02/28	Weill Cornell ME XXXXXXXXXX	1131623978	\$1,066.74
03/05	Deposit 1301658492		6,500.00
03/14	Weill Cornell ME XXXXXXXXXX	1131623978	1,066.74
03/28	Aetna Life Insur Aetna Pay	1066033492	3,959.83
03/28	Weill Cornell ME XXXXXXXXXX	1131623978	1,066.74
03/31	Interest Payment		0.11
Total Deposits and Additions			\$13,660.16

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
03/06	Card Purchase 03/06 Hostgator.Com Ps//Signup.H TX Card 8574	\$9.95
03/10	Card Purchase 03/06 Yakitori East New York NY Card 8574	14.80
03/10	Card Purchase 03/07 Chipotle 2123 New York NY Card 8574	18.00
03/10	Card Purchase With Pin 03/10 Usps 3596109554/5 Tudo New York NY Card 8574	1.47

CHASE PRIVATE CLIENT

February 28, 2014 through March 31, 2014
Account Number: 000000982455123**ATM & DEBIT CARD WITHDRAWALS** (continued)

DATE	DESCRIPTION	AMOUNT
03/10	Card Purchase With Pin 03/10 Gristodos # 533 New York NY Card 8574	2.62
03/11	Card Purchase 03/10 Ioffer.Com 415-431-33 415-431-3344 CA Card 8574	0.06
03/13	Card Purchase 03/11 Bar Kogi New York NY Card 8574	12.35
03/13	Card Purchase 03/12 Amazon Com Amzn.Com/Bill WA Card 8574	21.24
03/13	Card Purchase 03/12 Copyland Center Inc New York NY Card 8574	13.50
03/13	Card Purchase 03/12 Popeyes Chicken New York NY Card 8574	14.14
03/14	Card Purchase 03/12 Le Gourmet New York NY Card 8574	8.25
03/19	Card Purchase 03/18 Appl*Apple Itunes Stor 866-712-7753 CA Card 8574	1.08
Total ATM & Debit Card Withdrawals		\$117.46

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
02/28	Chase Quickpay Electronic Transfer 3768062124 To Hassan Ahmad	\$2,650.00
03/03	03/03 Payment To Chase Card Ending IN 5581	605.41
03/17	Con Ed of NY Intell Ck PPD ID 0135009340	45.34
03/26	Chase Quickpay Electronic Transfer 3825153402 To Hassan Ahmad	2,650.00
Total Electronic Withdrawals		\$5,950.75

Page 2 of 4

JPMorgan Chase Bank, N.A.
P O Box 659754
San Antonio, TX 78265-9754

Account Number: 00000982455123

Web site:	Chase.com
Service Center:	1-888-994-5626
Deaf and Hard of Hearing	1-800-242-7383
International Calls:	1-713-262-1679

00079228 DRE 602 210 12114 NNNNNNNNNNNN 1 000000000 69 0000
ZHONG ZHUANG
300 E 40TH ST APT 9G
NEW YORK NY 10016-2014



Chase Private Client Checking

	AMOUNT
Beginning Balance	\$18,579.70
Deposits and Additions	5,001.94
ATM & Debit Card Withdrawals	- 9.95
Electronic Withdrawals	- 9,258.93
Ending Balance	\$12,312.76
Annual Percentage Yield Earned This Period	0.01%
Interest Earned This Period	\$0.09
Interest Paid Year-to-Date	\$0.28

DATE	DESCRIPTION	PPD ID:	AMOUNT
04/11	Weill Cornell ME XXXXXXXXXXXX	PPD ID: 1131623978	\$1,066.74
04/25	Aetna Life Insur Aetna Pay	PPD ID: 1066033492	1,596.37
04/25	Weill Cornell ME XXXXXXXXXXXX	PPD ID: 1131623978	1,066.74
04/28	NY State Tax Refund	PPD ID: 1741270001	1,272.00
04/30	Interest Payment		0.09
Total Deposits and Additions			\$5,001.94

DATE	DESCRIPTION	AMOUNT
04/07	Card Purchase 04/06 Hostgator.Com Ps.//Signup H TX Card 8574	\$9.95
Total ATM & Debit Card Withdrawals		\$9.95



CHASE PRIVATE CLIENT

April 01, 2014 through April 30, 2014
 Account Number 000000982455123

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
04/02	Chase Quickpay Electronic Transfer 3840777860 To Yuwen Zhang	\$5,000.00
04/15	Con Ed of NY Intell Ck PPD ID: 0135009340	46.57
04/16	04/16 Payment To Chase Card Ending IN 1862	311.36
04/16	Irs Usatexpymt PPD ID: 3387702000	1,251.00
04/18	Chase Quickpay Electronic Transfer 3871771179 To Hassan Ahmad	2,650.00
Total Electronic Withdrawals		\$9,258.93

Page 2 of 4

CHASE PRIVATE CLIENT
 JPMorgan Chase Bank, N.A.
 P O Box 659754
 San Antonio, TX 78265-9754

May 01, 2014 through May 30, 2014
 Account Number: **000000982455123**

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
 Service Center: 1-888-994-5626
 Deaf and Hard of Hearing: 1-800-242-7383
 International Calls: 1-713-262-1679

00000702 DRE 802 210 15114 NNNNNNNNNN 1 000000000 69 0000
ZHONG ZHUANG
 300 E 40TH ST APT 9G
 NEW YORK NY 10016-2014

**CHECKING SUMMARY**

Chase Private Client Checking

	AMOUNT
Beginning Balance	\$12,312.76
Deposits and Additions	2,723.12
ATM & Debit Card Withdrawals	- 262.33
Electronic Withdrawals	- 12,872.47
Ending Balance	\$1,901.08
Annual Percentage Yield Earned This Period	0.01%
Interest Earned This Period	\$0.04
Interest Paid Year-to-Date	\$0.32

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
05/09	Weill Cornell ME XXXXXXXXXX PPD ID 1131623978	\$1,066.74
05/19	Remote Online Deposit 1	1,656.34
05/30	Interest Payment	0.04
Total Deposits and Additions		\$2,723.12

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
05/06	Card Purchase 05/06 Hostgator Com Ps://Signup.H TX Card 8574	\$9.95
05/12	Card Purchase 05/08 Verizon Writs Myacct Vn 800-9220204 CA Card 8574	170.73
05/13	Card Purchase 05/12 Amazon Mktplace Pmts Amzn Com/Bill WA Card 8574	16.69
05/13	Card Purchase 05/13 Amazon Mktplace Pmts Amzn Com/Bill WA Card 8574	33.74
05/13	Card Purchase 05/12 Amazon Mktplace Pmts Amzn Com/Bill WA Card 8574	20.34
05/27	Card Purchase 05/24 Nyc Bike Share LLC 855-245-3311 OR Card 8574	10.88
Total ATM & Debit Card Withdrawals		\$262.33

Page 1 of 4



CHASE PRIVATE CLIENT

May 01, 2014 through May 30, 2014

Account Number: 000000982455123

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
05/07	Chase Quickpay Electronic Transfer 3908746114 To Yuwen Zhang	\$5,000.00
05/08	Chase Quickpay Electronic Transfer 3909818849 To Yuwen Zhang	5,000.00
05/14	Con Ed of NY Intelli Ck PPD ID: 0135009340	32.47
05/19	Chase Quickpay Electronic Transfer 3928543425 To James Zhang	190.00
05/27	Chase Quickpay Electronic Transfer 3942621715 To Hassan Ahmad	2,650.00
Total Electronic Withdrawals		\$12,872.47

Page 2 of 4



CHASE PRIVATE CLIENT

May 31, 2014 through June 30, 2014
Account Number: 000000982455123**ELECTRONIC WITHDRAWALS**

DATE	DESCRIPTION	AMOUNT
06/13	06/13 Payment To Chaso Card Ending IN 1862	\$2,396.01
06/13	Con Ed of NY Intell Ck PPD ID 0135009340	39.22
06/30	Chase Quickpay Electronic Transfer 4002259860 To Hassan Ahmad	2,650.00
Total Electronic Withdrawals		\$5,085.23

Page 2 of 4

CHASE PRIVATE CLIENT
 JPMorgan Chase Bank, N.A.
 P O Box 659754
 San Antonio, TX 78265-9754

July 01, 2014 through July 31, 2014
 Account Number: **000000982455123**

CUSTOMER SERVICE INFORMATION

Web site	Chase.com
Service Center	1-888-894-6626
Deaf and Hard of Hearing	1-800-242-7383
International Calls	1-713-262-1679

00094091 DRE 802 210 21314 NNNNNNNNNN 1 000000000 69 0000
ZHONG ZHUANG
 300 E 40TH ST APT 9G
 NEW YORK NY 10016-2014

**CHECKING SUMMARY**

Chase Private Client Checking

	AMOUNT
Beginning Balance	\$5,378.89
Deposits and Additions	6,721.73
Checks Paid	- 1,066.74
ATM & Debit Card Withdrawals	- 195.00
Electronic Withdrawals	- 10,517.46
Ending Balance	\$321.42
Annual Percentage Yield Earned This Period	0.01%
Interest Earned This Period	\$0.05
Interest Paid Year-to-Date	\$0.41

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	PPD ID	AMOUNT
07/11	ADP Totalsource Direct Dep	9111111102	\$2,859.36
07/16	Online Transfer From Mma ... 2291 Transaction#	4037544228	1,000.00
07/25	ADP Totalsource Direct Dep	9111111102	2,859.36
07/28	Card Purchase Return 07/25 Nyc Bike Share LLC Portland OR Card 8574		2.96
07/31	Interest Payment		0.05
Total Deposits and Additions			\$6,721.73

CHASE PRIVATE CLIENT

July 01, 2014 through July 31, 2014
 Account Number: 000000982455123

CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
266 ^		07/29	\$1,066.74
Total Checks Paid			\$1,066.74

If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

^ An image of this check may be available for you to view on Chase.com.

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
07/02	Card Purchase 07/02 Hostgator.Com Ps://Signup.H TX Card 8574	\$9.95
07/17	Card Purchase 07/17 Amazon Mktplace Prnts Amzn.Com/Bill WA Card 8574	63.90
07/28	Card Purchase 07/25 Nyc Bike Share LLC 855-245-3311 OR Card 8574	106.15
07/28	Card Purchase 07/28 Hostgator.Com Ps://Signup.H TX Card 8574	15.00
Total ATM & Debit Card Withdrawals		\$195.00

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
07/15	Con Ed of NY Intell Ck PPD ID: 0135009340	\$53.37
07/17	07/17 Payment To Chase Card Ending IN 1862	1,413.70
07/24	07/24 Payment To Chase Card Ending IN 1862	1,050.39
07/28	Chase Quickpay Electronic Transfer 4055161332 To Yuwen Zhang	5,000.00
07/29	Chase Quickpay Electronic Transfer 4059182061 To Yuwen Zhang	3,000.00
Total Electronic Withdrawals		\$10,517.46

Page 2 of 4

JPMorgan Chase Bank, N.A.
P O Box 659754
San Antonio, TX 78265-9754

August 01, 2014 through August 29, 2014
Account Number 000000982455123

Web site:	Chase.com
Service Center:	1-888-994-5626
Deaf and Hard of Hearing:	1-800-242-7383
International Calls:	1-713-262-1679

00085999 DRE 802 210 24214 NNNNNNNNNNNN 1 000000000 69 0000
ZHONG ZHUANG
300 E 40TH ST APT 9G
NEW YORK NY 10016-2014



Chase Private Client Checking

	AMOUNT
Beginning Balance	\$321.42
Deposits and Additions	8,481.88
Checks Paid	- 2,142.00
ATM & Debit Card Withdrawals	- 192.14
Electronic Withdrawals	- 1,555.40
Ending Balance	\$4,913.76
Annual Percentage Yield Earned This Period	0.01%
Interest Earned This Period	\$0.03
Interest Paid Year-to-Date	\$0.44

DATE	DESCRIPTION	AMOUNT
08/01	Online Transfer From Mma . 2291 Transaction#: 4067224688	\$2,000.00
08/05	Remote Online Deposit 1	400.00
08/08	ADP Totalsource Direct Dep PPD ID: 9111111102	2,859.34
08/15	Weill Cornell ME XXXXXXXXXXXX PPD ID: 1131623978	363.15
08/22	ADP Totalsource Direct Dep PPD ID: 9111111102	2,859.36
08/29	Interest Payment	0.03
Total Deposits and Additions		\$8,481.88



CHASE PRIVATE CLIENT

 August 01, 2014 through August 29, 2014
 Account Number 000000982455123
CHECKS PAID

CHECK NO.	DESCRIPTION	DATE PAID	AMOUNT
267 ^		08/05	\$200.00
268 ^		08/12	1,942.00
Total Checks Paid			\$2,142.00

If you see a description in the Checks Paid section, it means that we received only electronic information about the check, not the original or an image of the check. As a result, we're not able to return the check to you or show you an image.

^ An image of this check may be available for you to view on Chase.com

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
08/04	Card Purchase 08/02 Hostgator.Com Ps://Signup.H TX Card 8574	\$9.95
08/20	Card Purchase 08/18 Verizon Wrls Myacct Vn 800-9220204 CA Card 8574	182.19
Total ATM & Debit Card Withdrawals		\$192.14

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
08/01	Chase Quickpay Electronic Transfer 4067467947 To Hassan Ahmad	\$1,047.03
08/13	Con Ed of NY Intell Ck PPD ID: 0135009340	55.79
08/28	Chase Autopay PPD ID 4760039224	452.58
Total Electronic Withdrawals		\$1,555.40

Page 2 of 4

CHASE PRIVATE CLIENT
 JPMorgan Chase Bank, N.A.
 P O Box 659754
 San Antonio, TX 78265-9754

August 30, 2014 through September 30, 2014
 Account Number: **000000982455123**

00091286 DRE 802 210 27414 NNNNNNNNNN 1 000000000 69 0000
ZHONG ZHUANG
 300 E 40TH ST APT 9G
 NEW YORK NY 10016-2014

CUSTOMER SERVICE INFORMATION

Web site: **Chase.com**
 Service Center: **1-888-994-5626**
 Deaf and Hard of Hearing: **1-800-242-7383**
 International Calls: **1-713-262-1679**

**CHECKING SUMMARY**

Chase Private Client Checking

	AMOUNT
Beginning Balance	\$4,913.78
Deposits and Additions	5,718.76
ATM & Debit Card Withdrawals	- 154.74
Electronic Withdrawals	- 7,621.86
Ending Balance	\$2,855.92
Annual Percentage Yield Earned This Period	0.01%
Interest Earned This Period	\$0.05
Interest Paid Year-to-Date	\$0.49

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	PPD ID	AMOUNT
09/05	ADP Totalsource Direct Dep	9111111102	\$2,859.36
09/19	ADP Totalsource Direct Dep	9111111102	2,859.35
09/30	Interest Payment		0.05
Total Deposits and Additions			\$5,718.76

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
09/02	Card Purchase 09/02 Hostgator.Com Ps //Signup.H TX Card 8574	\$9.95
09/18	Card Purchase 09/17 Amazon.Com Amzn.Com/Bill WA Card 8574	41.36
09/29	Card Purchase 09/28 Nyc Bike Share LLC 855-245-3311 OR Card 8574	103.43
Total ATM & Debit Card Withdrawals		\$154.74



CHASE PRIVATE CLIENT

August 30, 2014 through September 30, 2014

Account Number: 000000982455123

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
09/12	Con Ed of NY Intell Ck PPD ID 0135009340	\$45.76
09/15	09/13 Payment To Chase Card Ending IN 1862	2,066.79
09/15	Chase Quickpay Electronic Transfer 4151097182 To James Zhang	1,850.00
09/26	09/26 Payment To Chase Card Ending IN 1862	934.31
09/29	Chase Quickpay Electronic Transfer 4176213875 To Hassan Ahmad	2,725.00
Total Electronic Withdrawals		\$7,621.86

Page 2 of 4

CHASE PRIVATE CLIENT
 JPMorgan Chase Bank, N.A.
 P O Box 659754
 San Antonio TX 78265-9754

October 01, 2014 through October 31, 2014
 Account Number: **000000882455123**

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
 Service Center 1-888-994-5626
 Deaf and Hard of Hearing: 1-800-242-7383
 International Calls: 1-713-262-1679

00100967 DRE 802 210 30514 NNNNNNNNNN 1 000000000 69 0000
 ZHONG ZHUANG
 300 E 40TH ST APT 9G
 NEW YORK NY 10016-2014

**CHECKING SUMMARY**

Chase Private Client Checking

	AMOUNT
Beginning Balance	\$2,855.92
Deposits and Additions	7,303.26
ATM & Debit Card Withdrawals	- 19.95
Electronic Withdrawals	- 4,875.58
Ending Balance	\$5,263.65
Annual Percentage Yield Earned This Period	0.01%
Interest Earned This Period	\$0.04
Interest Paid Year-to-Date	\$0.53

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	PPD ID	AMOUNT
10/03	ADP Totalsource Direct Dep	9111111102	\$2,859.35
10/17	ADP Totalsource Direct Dep	9111111102	1,584.51
10/31	ADP Totalsource Direct Dep	9111111102	2,859.36
10/31	Interest Payment		0.04
Total Deposits and Additions			\$7,303.26

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
10/02	Card Purchase 10/02 Hostgator Com Ps //Signup.H TX Card 8574	\$9.95
10/06	Card Purchase 10/02 Skype Communicatio Luxembourg Card 8574	10.00
Total ATM & Debit Card Withdrawals		\$19.95

Page 1 of 4


CHASE PRIVATE CLIENT

October 01, 2014 through October 31, 2014
Account Number: 000000982455123

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
10/14	Con Ed of NY Intell Ck PPD ID: 0135009340	\$43.92
10/22	Chase Quickpay Electronic Transfer 4224741299 To Yuwen Zhang	4,200.00
10/29	Chase Autopay PPD ID: 4760039224	631.66
Total Electronic Withdrawals		\$4,875.58

Page 2 of 4

CHASE PRIVATE CLIENT

JPMorgan Chase Bank N.A.
P O Box 659754
San Antonio, TX 78265-9754

November 01, 2014 through November 28, 2014

Account Number: 000000982455123

CUSTOMER SERVICE INFORMATION

Web site: Chase.com
Service Center: 1-888-994-5626
Deaf and Hard of Hearing: 1-800-242-7383
International Calls: 1-713-262-1679

00298554 DRE 802 210 33314 NNNNNNNNNN 1 000000000 69 0000
ZHONG ZHUANG
300 E 40TH ST APT 9G
NEW YORK NY 10016-2014



CHECKING SUMMARY

Chase Private Client Checking

	AMOUNT
Beginning Balance	\$5,263.65
Deposits and Additions	2,278.89
ATM & Debit Card Withdrawals	- 140.02
Electronic Withdrawals	- 5,253.02
Ending Balance	\$2,149.50
Annual Percentage Yield Earned This Period	0.01%
Interest Earned This Period	\$0.02
Interest Paid Year-to-Date	\$0.55

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
11/14	Deposit 646741138	\$2,179.87
11/28	Card Purchase Return 11/27 Amazonprime Membersh Amzn.Com/Pme NV Card 8574	99.00
11/28	Interest Payment	0.02
Total Deposits and Additions		\$2,278.89

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
11/03	Card Purchase 11/02 Hostgator.Com Ps./Signup H TX Card 8574	\$9.95
11/04	Card Purchase 11/03 Nyc Bike Share LLC 855-245-3311 OR Card 8574	29.40
11/18	Recurring Card Purchase 11/17 Amazonprime Membersh Amzn.Com/Pme NV Card 8574	99.00
11/28	Card Purchase 11/27 Dnh*Godaddy.Com 480-5058855 AZ Card 8574	1.67
Total ATM & Debit Card Withdrawals		\$140.02

Page 1 of 4



CHASE PRIVATE CLIENT

November 01, 2014 through November 28, 2014

Account Number: 000000982455123

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
11/05	11/05 Payment To Chase Card Ending IN 1862	\$1,317.32
11/05	ADP Totalsource Reversal PPD ID: 9111111102	2,859.36
11/13	Con Ed of NY Intell Ck PPD ID: 0135009340	34.92
11/20	11/20 Payment To Chase Card Ending IN 1862	1,041.42
Total Electronic Withdrawals		\$5,253.02

Page 2 of 4

**CHASE PRIVATE CLIENT**

JPMorgan Chase Bank, N.A.
P O Box 659754
San Antonio, TX 78265-9754

November 29, 2014 through December 31, 2014

Account Number: **000000982455123****CUSTOMER SERVICE INFORMATION**

Web site: **Chase.com**
Service Center: **1-888-994-5626**
Deaf and Hard of Hearing: **1-800-242-7383**
International Calls: **1-713-262-1679**

00097895 DRE 802 210 00115 YNNNNNNNNN 1 000000000 69 0000
ZHONG ZHUANG
300 E 40TH ST APT 9G
NEW YORK NY 10016-2014



We updated your Deposit Account Agreement

We added clarifying information about overdrafts to your agreement on November 16, 2014, including:

- A revised explanation of the order in which withdrawals post to your account. As a reminder, deposits will generally continue to post first to your account.
- Details about our end of business day cutoff times so you know when you can add money to your account to avoid an overdraft.

For a copy of your agreement, you can view it anytime by logging in at chase.com and clicking Legal Agreements and Disclosures at the bottom of any page, or visit a branch.

If you have questions, please call us at the telephone number listed on this statement or visit your nearest Chase branch.

CHECKING SUMMARY

Chase Private Client Checking

	AMOUNT
Beginning Balance	\$2,149.50
Deposits and Additions	5,000.02
ATM & Debit Card Withdrawals	- 24.34
Electronic Withdrawals	- 5,566.81
Ending Balance	\$1,558.37
Annual Percentage Yield Earned This Period	0.01%
Interest Earned This Period	\$0.02
Interest Paid Year-to-Date	\$0.57

DEPOSITS AND ADDITIONS

DATE	DESCRIPTION	AMOUNT
12/03	Online Transfer From Chk ...6323 Transaction#: 4305772724	\$2,000.00
12/23	Online Transfer From Chk ...6323 Transaction#: 4343937727	3,000.00
12/31	Interest Payment	0.02
Total Deposits and Additions		\$5,000.02

Page 1 of 4



CHASE PRIVATE CLIENT

November 29, 2014 through December 31, 2014

Account Number: 000000982455123

ATM & DEBIT CARD WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
12/01	Card Purchase 11/29 Dnh*Godaddy Com 480-5058855 AZ Card 8574	\$1.67
12/02	Card Purchase 12/02 Hostgator.Com Ps://Signup.H TX Card 8574	9.95
12/04	Card Purchase 12/03 Nyc Bike Share LLC 855-245-3311 OR Card 8574	2.72
12/08	Card Purchase 12/02 Skype 44870835190 Card 8574	10.00
Total ATM & Debit Card Withdrawals		\$24.34

ELECTRONIC WITHDRAWALS

DATE	DESCRIPTION	AMOUNT
12/04	Chase Quickpay Electronic Transfer 4305773402 To Hassan Ahmad	\$2,725.00
12/10	Chase Quickpay Electronic Transfer 4319067003 To James Zhang	70.00
12/15	Con Ed of NY Intell Ck PPD ID: 0135009340	46.81
12/26	Chase Quickpay Electronic Transfer 4343941634 To Hassan Ahmad	2,725.00
Total Electronic Withdrawals		\$5,566.81

Page 2 of 4

Transaction History**Customer:** ZHONG ZHUANG**Account:** NY/NJ/CT Checking #XXXXX5123

*required field

Current Balance	Present Balance	Available Less Overdraft	Available Balance	Calendar
-\$530.50	-\$530.50	\$100,000,000,530.19	-\$100,000,000,530.49	

*denotes end of day balance

Date Posted	Tran Type	Description	\$ Debits(-)	\$ Credits(+)	\$ Balance
02/13/2015	<u>ACH Debit</u>	CON ED OF NY INTELL CK	-55.14		-530.50 *
01/30/2015	<u>Interest</u>	INTEREST PAYMENT		0.04	-530.50 *
01/28/2015	<u>ACH Debit</u>	CHASE AUTOPAY	-811.30		-530.54 *
01/20/2015	<u>Online Transfer</u>	Online Transfer to CHK ...6323	-10,000.00		280.76 *
01/15/2015	<u>ACH Debit</u>	CON ED OF NY INTELL CK	-43.15		10,280.76 *
01/06/2015	<u>Deposit</u>	DEPOSIT ID NUMBER 381090 # 14		8,775.49	10,323.91 *
01/02/2015	<u>Debit Card</u>	HOSTGATOR.COM PS://SIGNUP.H TX	-9.95		1,548.42 *
12/31/2014	<u>Interest</u>	INTEREST PAYMENT		0.02	1,558.37 *
12/26/2014	<u>Bill Payment</u>	Chase QuickPay Electronic Tran	-2,725.00		1,558.35 *
12/23/2014	<u>Online Transfer</u>	Online Transfer from CHK ...63		3,000.00	4,283.35 *
12/15/2014	<u>ACH Debit</u>	CON ED OF NY INTELL CK	-46.81		1,283.35 *
12/10/2014	<u>Bill Payment</u>	Chase QuickPay Electronic Tran	-70.00		1,330.16 *
12/08/2014	<u>Debit Card</u>	SKYPE 44870835190	-10.00		1,400.16 *
12/04/2014	<u>Bill Payment</u>	Chase QuickPay Electronic Tran	-2,725.00		1,410.16 *
12/04/2014	<u>Debit Card</u>	NYC BIKE SHARE LLC 855-245-331	-2.72		4,135.16
12/03/2014	<u>Online Transfer</u>	Online Transfer from CHK ...63		2,000.00	4,137.88 *

Older

JPMorgan Chase Bank, N.A.
Second Avenue & 43rd Street
801 Second Ave.
New York, NY 10017

**MEMORANDUM OF LAW
IN SUPPORT OF PETITION**

INTRODUCTION

This Memo of Law is submitted in support of the Petition of Jingyu Lian, a/k/a Jenny Lian, Administrator of the Estate of Zhong Zhuang a/k/a/ John Zhuang, for discovery and turnover pursuant to SCPA §§ 2103-2104 to determine whether estate assets have been misappropriated and/or converted by respondents Yuwen Zhang a/k/a Alice Zhang and Yucheng Zhang a/k/a James Zhang.

PARTIES

Petitioner is Lian Jingyu, administrator of the Estate of Zhong Zhuang a/k/a John Zhuang (“Decedent”) who died on January 16, 2015. Decedent’s death certificate and Petitioner’s limited Letters of Administration dated February 9, 2015 are attached to the Petition as Exhibits “A” and “B” respectively.

Upon information and belief, Yuwen Zhang is a Chinese national residing in the U.S. under an H-1 visa and was the girlfriend of Decedent up until his death. Together, they resided at 300 East 40th Street, New York, NY 10018, which remains Yuwen Zhang’s residence.

Upon information and belief, Yucheng Zhang, also called James Zhang, is also a Chinese national, and is Yuwen Zhang’s brother. Upon information and belief he is a foreign student attending NYU and is employed as Marketing Manager at FoodGem, Inc. He resides at 270 1st Avenue, Apt 8D, New York, NY 10009. Yuwen Zhang and James Zhang are referred to herein as “Respondents.”

JAZ Collection LLC (“JAZ”) is a New York limited liability company with its principal

place of business at 24 Logans Way, Suite A8, Hopewell Junction, NY 12533. Decedent was its sole Member. Its operating agreement is attached to the Petition as Exhibit "C".

FoodGem, Inc. ("FoodGem") is a Delaware corporation with its principal place of business at 1521 Concord Pike, Suite 301, Wilmington, DE 19803. FoodGem's organisational structure is set forth in an Action by Unanimous Written Consent in Lieu of Organizational Meeting by the Board of Directors, which is attached hereto as Exhibit "D". As can be seen therein, Yuwen Zhang and Decedent each hold 50% of FoodGem's shares. Decedent is FoodGem's President and Chief Technology Officer, while Yuwen Zhang acts as Treasurer, Secretary and CEO. JAZ and FoodGem will be referred to as "the Businesses" herein.

FACTS

Yuwen Zhang and Decedent met in the end of 2009, when they were both students at Columbia College. They lived together from 2012 and until Decedent's untimely death.

Decedent was admitted to the PHD/MD program at Cornell Medical School which he began in 2012. However, he decided to take a leave of absence in 2014 in order to focus on a couple of business ventures together with Yuwen Zhang.

On October 18, 2010, Decedent formed JAZ, LLC, a jewelry retail company, of which he was the sole member. JAZ maintains corporate checking and savings accounts (acct. No. 000000940006323 and 000003073882291, respectively) with Chase bank ("the JAZ accounts"). Upon information and belief, both Decedent and Yuwen Zhang had signatory authority over the JAZ accounts. Account statements pertaining to the JAZ accounts are attached to the Petition as Exhibit "E".

FoodGem, Inc., an online food magazine and delivery platform, was incorporated on September 24, 2014. It maintains a business account with Chase bank (No. 000000650760072 -

“the FoodGem account”). Upon information and belief, both Decedent and Yuwen Zhang, as officers and shareholders, were signatories on the FoodGem account. Account statements pertaining to the latter are attached to the Petition as Exhibit “F”. As can be seen therein, initial deposits totaling \$125,262.00 were made.

Upon information and belief, Decedent and Respondents Yuwen Zhang also formed two other companies, “JAZNYC” and “Bijoux Jungle,” both located at 300 E 40th St New York, NY 10016. However, Petitioner does not have any further information concerning those two companies.

On January 16, 2015, Decedent was found dead in James’ residence at 270 1st Avenue, Apt 8D, New York, NY 10009. He was only 24 years old. The exact circumstances of Decedent’s tragic death are a mystery, but the emptying of his and his companies’ accounts is not. Immediately prior to, and again within just a few hours after Decedent’s death, substantial transfers were made from his personal Chase account No. XXXX5123 (“the Personal Account”), as well as from the JAZ and the FoodGem accounts. Upon information and belief, these transfers were never authorized. They were as follows:

a) Transfers from the Personal Account

Upon information and belief, on January 20, 2015, \$10,000 was wired from the Personal Account to Yuwen Zhang’s private account No. XXXXX5149. Decedent was the only signatory on the Personal Account (*see* Exhibit “G” to the Petition).

b) Transfers from the JAZ Accounts

On January 15, 2015, \$25,374.83 was debited from the JAZ accounts for James Zhang’s tuition at NYU. *See* Exhibit “E” at p. 2.

Upon information and belief, after Decedent’s death the following transfers were made from

the JAZ accounts to Yuwen Zhang's private account No. XXXXX5149:

<u>Date</u>	<u>Amount</u>
1/16/2015 (d.o.d.)	\$34,000.00
1/20/2015	\$11,500.00
1/22/2015	\$2,000.00
1/22/2015	\$1,000.00
2/3/2015	\$2,900.00
Total:	\$51,400.00

See Exhibit "E", pp. 2,4 and 8. Upon information and belief, the above listed transfer of \$34,000.00 took place at 9:49PM on January 16, 2015, *i.e.* only a few short hours after decedent's death.

c) Transfers from the FoodGem Account

Likewise, virtually all of FoodGem's funds were wired out of the FoodGem account immediately following Decedent's death. None of these post-death transfers appear to be related to any legitimate business activities. They were as follows:

<u>Date</u>	<u>Recipient</u>	<u>Amount</u>
1/20/2015	James Zhang	\$2,000.00
1/21/2015	James Zhang	\$1,600.00
1/21/2015	James Zhang	\$1,200.00
2/17/2015	XXXXX0880	\$76,000.00
2/17/2015	XXXXX0880	\$1,000.00
2/23/2015	XXXXX0880	\$2,000.00

Total:	\$83,800.00
---------------	--------------------

See Exhibit "F", pp.22, 26 and 28

As will be shown hereinafter, SCPA § 2103 discovery is warranted since Petitioner has reason to believe that these assets constitute Estate property which are now in Respondents' possession or under their control. Petitioner further seeks turnover of these assets pursuant to SCPA § 2104 so she can receive them into the Decedent's Estate.

ARGUMENT

Point I

Discovery Proceeding – Standard of Review

SCPA § 2103 provides *inter alia* that a fiduciary may present the court with a petition showing, on knowledge or information and belief, that estate property "...is in the possession or control of a person who withholds it from him, whether possession or control was obtained prior to creation of the estate or subsequent thereto." The fundamental purpose of the discovery proceedings is thus to "...determine whether the respondent has in his possession property ... which is vested in the representative of the decedent." 17A *West's McKinney's Forms Estates and Surrogate Practice* § 14:130.

SCPA § 2103 proceedings are considered "broad in nature so as to allow a fiduciary to perform his or her duty to marshal estate assets even if impeded by a reluctant or non-cooperative person whose knowledge is relevant to the fiduciary's task." *In re Estate of Hendershot*, 16 Misc. 3d 1125(A), 847 N.Y.S.2d 902, at *1 (Sur. 2007). As such, they need to be given "broad latitude" and be "liberally construed." *In re Lifschutz' Will*, 54 Misc. 2d 289, 293, 282 N.Y.S.2d 328, 334 (Surr. Ct., Kings Co. 1967).

If a respondent's possession of estate property is established through discovery, SCPA § 2103 will then be used to determine ownership of said property, typically through actions for replevin or conversion. *See e.g. In re Szeben's Estate*, 107 N.Y.S.2d 249, 252 (Surr. Ct., New York Co. 1951), *In re King*, 305 A.D.2d 683, 759 N.Y.S.2d 895, 896 (2d Dep't 2003).

Point II

Decedent's Ownership Interest in the Businesses Constitutes Estate Property

"Property" for purposes of SCPA § 2103 includes "any and all personal or real property in which decedent had any interest." Regarding a decedent's interest in an LLC or share in a corporation, it is well-established that such membership or share interest is considered personal property of the estate as of the decedent's death. *See e.g. In re Abramowitz' Estate*, 170 Misc. 68, 70, 9 N.Y.S.2d 846, 847 (Surr. Ct., Kings Co. 1939) (Held that the assets of a corporation preponderantly owned by a decedent are those of his estate for all administrative purposes); *In re Olensky's Estate*, 123 N.Y.S.2d 883, 884 (Surr. Ct., Kings Co. 1953) (Decedent's interest in corporation conducting bakery business was personal property and his administrator had power and authority to sell it without court approval); and *In re Germans*, 74 A.D.3d 636, 637, 906 N.Y.S.2d 203, 204 (1st Dep't 2010) (corporate shares held solely in decedent's name belong to the estate).

As set out above, Decedent was the sole member of JAZ and owned 50% of Food Gem's stock. Thus, upon his death, all of Decedent's ownership interests in those Businesses inured to his Estate.

Accordingly, Decedent's estate has standing to bring this discovery Petition.

Point III

Petitioners Appear to Be in Possession of Estate Property

The aforementioned facts give Petitioner reason to believe that Respondents are in possession of property that does not belong to them, but, rather, to the Estate.

a) Unlawful Transfer from Decedent's Personal Account

As was shown above, \$10,000 was transferred from Decedent's Personal Account to Yuwen Zhang's private account immediately following Decedent's death. Upon information and belief, that transfer was made by Yuwen Zhang for her own personal benefit. Accordingly, Estate assets are now in the possession of Yuwen Zhang and Petitioner may have discovery to try to recover them.

b) JAZ Collection Funds Were Wrongfully Withdrawn

As was shown above, substantial funds were withdrawn immediately before Decedent's death, and *after* Decedent's death. As explained, in Point II above, the Estate became the sole owner of JAZ at Decedent's death. Petitioner is decedent's successor-in-interest and, as sole member of JAZ, did not authorize the transfer of JAZ assets. To Petitioner's knowledge, Yuwen Zhang was the only other individual with signatory authority over the account, and thus the only other person who could have effected such transfers.

As explained above, \$51,400.00 of JAZ's funds were directly deposited into Yuwen Zhang's personal account, and \$25,374.83 were used to pay James Zhang's NYU tuition. Clearly, those withdrawals did not pertain to JAZ's business and should not have been made. Upon information and belief, Respondents have converted said funds to their own use, and Petitioner is entitled to discovery to recover said assets.

c) FoodGem Funds Appear to Have Been Improperly Withdrawn

As set out above, virtually all of FoodGem's remaining assets were transferred out of the FoodGem account in the two months following Decedent's death, either to James Zhang or to another account ending in 0880. Petitioner, as 50% shareholder, has a direct interest in the proper administration and use of corporate assets. An individual transfer of \$76,000.00 without any apparent business purpose requires explanation. To Petitioner's knowledge, only Yuwen Zhang could have effected that transfer. As a result, James Zhang now appears to be in possession of at least \$4,800.00 of FoodGem's assets. The balance of the transferred funds is now in an unknown account. Accordingly, discovery is warranted to determine whether corporate funds were used for an improper or unlawful purpose.

Point IV

Petitioner Has No Information Regarding "JAZNYC" and "Bijoux Jungle"

As mentioned above, Petitioner has no information whatsoever regarding two other companies which the Respondents evidently formed with Decedent. Those are JAZNYC and Bijoux Jungle. In the Document Demand which follows, Petitioner has demanded any and all documents which Respondents possess or which are under their control concerning these two entities.

CONCLUSION

For the foregoing reasons, it is respectfully submitted that the Petition for discovery and turnover should be granted in all respects.



773617652320

Ship (P/U) date :
Fri 5/15/2015 8:36 pm

Thomas Sciacca
44 Wall St.
10th Fl
New York, NY US 10005
212 495-0317

**Delivered**

Signed for by: S. FERRY

Actual delivery :
Mon 5/18/2015 10:02 am

Ms. Alice Zhang
300 East 40th Street #9G
NEW YORK, NY US 10018
212 661-5483

Travel History

▲Date/Time	Activity	Location
- 5/18/2015 - Monday		
10:02 am	Delivered	NEW YORK, NY
6:53 am	On FedEx vehicle for delivery	NEW YORK, NY
6:42 am	At local FedEx facility	NEW YORK, NY
- 5/16/2015 - Saturday		
8:27 am	Departed FedEx location	NEWARK, NJ
- 5/15/2015 - Friday		
11:07 pm	Arrived at FedEx location	NEWARK, NJ
10:25 pm	Left FedEx origin facility	NEW YORK, NY
8:36 pm	Picked up	NEW YORK, NY
4:28 pm	Shipment information sent to FedEx	

Local Scan Time

Shipment Facts

Tracking number	773617652320	Service	FedEx Standard Overnight
Weight	0.5 lbs	Delivery attempts	1
Delivered To	Residence	Total pieces	1
Total shipment weight	0.5 lbs / 0.23 kgs	Terms	Not Available
Shipper reference	ZHUANG	Packaging	FedEx Envelope
Special handling section	Deliver Weekday, Residential Delivery		

May 15, 2015

BY FEDERAL EXPRESS

Ms. Alice Zhang
300 East 40th Street #9G
New York, NY 10016

Advance copy sent by e-mail to zhang.alice.y@gmail.com

**RE: Estate of Zhong Zhuang
Request for information**

Dear Ms. Zhang:

This firm represents Ms. Jenny Lian, also known as Lian Jingyu. She is the mother of your late boyfriend, Zhong Zhuang, a/k/a John Zhuang, and she is also the Administrator of his Estate. For your reference, I enclose a photocopy of a certificate of Letters of Administration issued to our client by the New York County Surrogate's Court; an original bearing the raised seal of the Court is available upon request.

In reviewing the affairs of the Decedent, Ms. Lian believes that there are certain corporate interests owned by him and properly collectible by his Estate. These assets include, but may not be limited to: (1) a 100% membership interest in a New York Limited Liability Company known as JAZ Collection, LLC, and (2) 50% ownership of the outstanding shares of stock in a Delaware Corporation known as FoodGem, Inc. Upon information and belief, you have continued to operate both of these companies after his death in January, and you also own the remaining 50% of the outstanding shares of stock in FoodGem, Inc. Therefore, Ms. Lian presumes that you are familiar with these companies, and are the person best-suited to provide her with the information she needs to execute her duties as Administrator of the Decedent's Estate.

At this time, I would like to schedule an appointment for you to come to my office and review the books and records of these two companies so that Ms. Lian can determine what assets, if any, are payable to the Decedent's Estate. Kindly contact me on or before Thursday, May 28, 2015 to arrange same. If you prefer, you may e-mail me to make the appointment; my e-mail address is tom@sciaccalaw.com.

If you think it would be helpful, I would have no objection to you bringing your accountant or legal counsel to the meeting – just kindly let me know in advance.

Finally, in identifying the assets of this Estate, it would be helpful for Ms. Lian to have access to the Decedent's Gmail account (melon42@gmail.com). Ms. Lian believes that the Decedent is the sole account holder of this account. Please let me know if you have any reason to believe that this is not the case. Also, she believes that you may know the current password for this account. Please advise if that is the case and, if so, kindly provide me with same.

Thank you for your courtesies in reviewing this letter and your anticipated cooperation in providing the information requested.

Sincerely,


Thomas Sciacca

Enclosure

cc: Ms. Jenny Lian (by e-mail)

C20 (Rev. 1/07)

Certificate# 148485

**Surrogate's Court of the State of New York
New York County**

File#: 2015-349

Certificate of Appointment of Administrator

To all to whom these presents shall come or may concern,

That we, having inspected the records of our Surrogate's Court in and for the County of New York, do find that on February 9, 2015 by said court, LETTERS OF ADMINISTRATION on the goods, chattels and credits of Zhong Zhuang, deceased, late of the County of New York were granted unto the fiduciaries listed below.

Name of Decedent: **Zhong Zhuang**
aka John Zhuang

Date of Death: **January 16, 2015**

Domicile: **County of New York**

Fiduciary Appointed: **Lian Jingyu**

Letters Issued: **LETTERS OF ADMINISTRATION**

Letters Issued On: **February 9, 2015**

Limitations: These letters authorize the collection only of a total of \$9,900.00 dollars. Any collection above the amount must be authorized by further order of the Surrogate. These letters with respect to the cause of action are limited to the power to prosecute and confer no power to compromise the action, collect any settlement or enforce any judgement until further order of this court, or the order of any court of competent jurisdiction (EPTL 5-4.6).

and such Letters are unrevoked and in full force as of this date.

Dated: **March 9, 2015**
New York, New York

IN TESTIMONY WHEREOF, the seal of the New York County Surrogate's Court has been affixed.

WITNESS, Honorable Rita Mella, Judge of the New York County Surrogate's Court.

**Diana Sanabria, Chief Clerk
New York County Surrogate's Court**

This Certificate is Not Valid Without the Raised Seal of the New York County Surrogate's Court and expires six months from the issue date of this certificate.

SURROGATE'S COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

In the Matter of the Application of Jingyu Lian, as
Administrator of the Estate of

ZHONG ZHUANG,
a/k/a JOHN ZHUANG,

Deceased,

for Discovery of Property Withheld and Turnover of
Assets Pursuant to SCPA §§ 2103 & 2104.

File No. 2015-349/___

VERIFIED PETITION

Filed by: Thomas Sciacca, Esq.
LAW OFFICES OF THOMAS SCIACCA, PLLC
44 Wall Street - 10th Floor
New York, NY 10005
(212) 495-0317
(646) 349-5795 fax
tom@sciaccalaw.com

Attorney certification

THOMAS SCIACCA, ESQ., an attorney duly admitted to the practice of law before the Courts of the State of New York, hereby certifies that (1) the annexed papers are, to the best of my knowledge, and, upon information and belief formed after an inquiry reasonable under the circumstances, true, and (2) that the presentation of these papers are not frivolous as defined in § 130-1.1-a of the Rules of the Chief Administrator (22 NYCRR).

Dated: New York, New York
June 26, 2015


THOMAS SCIACCA, ESQ.

**MEMORANDUM OF LAW
IN SUPPORT OF PETITION**

INTRODUCTION

This Memo of Law is submitted in support of the Petition of Jingyu Lian, a/k/a Jenny Lian, Administrator of the Estate of Zhong Zhuang a/k/a/ John Zhuang, for discovery and turnover pursuant to SCPA §§ 2103-2104 to determine whether estate assets have been misappropriated and/or converted by respondents Yuwen Zhang a/k/a Alice Zhang and Yucheng Zhang a/k/a James Zhang.

PARTIES

Petitioner is Lian Jingyu, administrator of the Estate of Zhong Zhuang a/k/a John Zhuang (“Decedent”) who died on January 16, 2015. Decedent’s death certificate and Petitioner’s limited Letters of Administration dated February 9, 2015 are attached to the Petition as Exhibits “A” and “B” respectively.

Upon information and belief, Yuwen Zhang is a Chinese national residing in the U.S. under an H-1 visa and was the girlfriend of Decedent up until his death. Together, they resided at 300 East 40th Street, New York, NY 10018, which remains Yuwen Zhang’s residence.

Upon information and belief, Yucheng Zhang, also called James Zhang, is also a Chinese national, and is Yuwen Zhang’s brother. Upon information and belief he is a foreign student attending NYU and is employed as Marketing Manager at FoodGem, Inc. He resides at 270 1st Avenue, Apt 8D, New York, NY 10009. Yuwen Zhang and James Zhang are referred to herein as “Respondents.”

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place of business at 24 Logans Way, Suite A8, Hopewell Junction, NY 12533. Decedent was its sole Member. Its operating agreement is attached to the Petition as Exhibit “C”.

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FACTS

Yuwen Zhang and Decedent met in the end of 2009, when they were both students at Columbia College. They lived together from 2012 and until Decedent’s untimely death.

Decedent was admitted to the PHD/MD program at Cornell Medical School which he began in 2012. However, he decided to take a leave of absence in 2014 in order to focus on a couple of business ventures together with Yuwen Zhang.

On October 18, 2010, Decedent formed JAZ, LLC, a jewelry retail company, of which he was the sole member. JAZ maintains corporate checking and savings accounts (acct. No. 000000940006323 and 000003073882291, respectively) with Chase bank (“the JAZ accounts”). Upon information and belief, both Decedent and Yuwen Zhang had signatory authority over the JAZ accounts. Account statements pertaining to the JAZ accounts are attached to the Petition as Exhibit “E”.

FoodGem, Inc., an online food magazine and delivery platform, was incorporated on September 24, 2014. It maintains a business account with Chase bank (No. 000000650760072 -

“the FoodGem account”). Upon information and belief, both Decedent and Yuwen Zhang, as officers and shareholders, were signatories on the FoodGem account. Account statements pertaining to the latter are attached to the Petition as Exhibit “F”. As can be seen therein, initial deposits totaling \$125,262.00 were made.

Upon information and belief, Decedent and Respondents Yuwen Zhang also formed two other companies, “JAZNYC” and “Bijoux Jungle,” both located at 300 E 40th St New York, NY 10016. However, Petitioner does not have any further information concerning those two companies.

On January 16, 2015, Decedent was found dead in James’ residence at 270 1st Avenue, Apt 8D, New York, NY 10009. He was only 24 years old. The exact circumstances of Decedent’s tragic death are a mystery, but the emptying of his and his companies’ accounts is not. Immediately prior to, and again within just a few hours after Decedent’s death, substantial transfers were made from his personal Chase account No. XXXX5123 (“the Personal Account”), as well as from the JAZ and the FoodGem accounts. Upon information and belief, these transfers were never authorized. They were as follows:

a) Transfers from the Personal Account

Upon information and belief, on January 20, 2015, \$10,000 was wired from the Personal Account to Yuwen Zhang’s private account No. XXXXX5149. Decedent was the only signatory on the Personal Account (*see* Exhibit “G” to the Petition).

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On January 15, 2015, \$25,374.83 was debited from the JAZ accounts for James Zhang’s tuition at NYU. *See* Exhibit “E” at p. 2.

Upon information and belief, after Decedent’s death the following transfers were made from

the JAZ accounts to Yuwen Zhang's private account No. XXXXX5149:

<u>Date</u>	<u>Amount</u>
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See Exhibit "E", pp. 2,4 and 8. Upon information and belief, the above listed transfer of \$34,000.00 took place at 9:49PM on January 16, 2015, *i.e.* only a few short hours after decedent's death.

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Likewise, virtually all of FoodGem's funds were wired out of the FoodGem account immediately following Decedent's death. None of these post-death transfers appear to be related to any legitimate business activities. They were as follows:

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Total:	\$83,800.00
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See Exhibit “F”, pp.22, 26 and 28

As will be shown hereinafter, SCPA § 2103 discovery is warranted since Petitioner has reason to believe that these assets constitute Estate property which are now in Respondents’ possession or under their control. Petitioner further seeks turnover of these assets pursuant to SCPA § 2104 so she can receive them into the Decedent’s Estate.

ARGUMENT

Point I

Discovery Proceeding – Standard of Review

SCPA § 2103 provides *inter alia* that a fiduciary may present the court with a petition showing, on knowledge or information and belief, that estate property “...is in the possession or control of a person who withholds it from him, whether possession or control was obtained prior to creation of the estate or subsequent thereto.” The fundamental purpose of the discovery proceedings is thus to “...determine whether the respondent has in his possession property ... which is vested in the representative of the decedent.” 17A *West's McKinney's Forms Estates and Surrogate Practice* § 14:130.

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If a respondent's possession of estate property is established through discovery, SCPA § 2103 will then be used to determine ownership of said property, typically through actions for replevin or conversion. *See e.g. In re Szeben's Estate*, 107 N.Y.S.2d 249, 252 (Surr. Ct., New York Co. 1951), *In re King*, 305 A.D.2d 683, 759 N.Y.S.2d 895, 896 (2d Dep't 2003).

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Decedent's Ownership Interest in the Businesses Constitutes Estate Property

"Property" for purposes of SCPA § 2103 includes "any and all personal or real property in which decedent had any interest." Regarding a decedent's interest in an LLC or share in a corporation, it is well-established that such membership or share interest is considered personal property of the estate as of the decedent's death. *See e.g. In re Abramowitz' Estate*, 170 Misc. 68, 70, 9 N.Y.S.2d 846, 847 (Surr. Ct., Kings Co. 1939) (Held that the assets of a corporation preponderantly owned by a decedent are those of his estate for all administrative purposes); *In re Olensky's Estate*, 123 N.Y.S.2d 883, 884 (Surr. Ct., Kings Co. 1953) (Decedent's interest in corporation conducting bakery business was personal property and his administrator had power and authority to sell it without court approval); and *In re Germans*, 74 A.D.3d 636, 637, 906 N.Y.S.2d 203, 204 (1st Dep't 2010) (corporate shares held solely in decedent's name belong to the estate).

As set out above, Decedent was the sole member of JAZ and owned 50% of Food Gem's stock. Thus, upon his death, all of Decedent's ownership interests in those Businesses inured to his Estate.

Accordingly, Decedent's estate has standing to bring this discovery Petition.

Point III

Petitioners Appear to Be in Possession of Estate Property

The aforementioned facts give Petitioner reason to believe that Respondents are in possession of property that does not belong to them, but, rather, to the Estate.

a) Unlawful Transfer from Decedent's Personal Account

As was shown above, \$10,000 was transferred from Decedent's Personal Account to Yuwen Zhang's private account immediately following Decedent's death. Upon information and belief, that transfer was made by Yuwen Zhang for her own personal benefit. Accordingly, Estate assets are now in the possession of Yuwen Zhang and Petitioner may have discovery to try to recover them.

b) JAZ Collection Funds Were Wrongfully Withdrawn

As was shown above, substantial funds were withdrawn immediately before Decedent's death, and *after* Decedent's death. As explained, in Point II above, the Estate became the sole owner of JAZ at Decedent's death. Petitioner is decedent's successor-in-interest and, as sole member of JAZ, did not authorize the transfer of JAZ assets. To Petitioner's knowledge, Yuwen Zhang was the only other individual with signatory authority over the account, and thus the only other person who could have effected such transfers.

As explained above, \$51,400.00 of JAZ's funds were directly deposited into Yuwen Zhang's personal account, and \$25,374.83 were used to pay James Zhang's NYU tuition. Clearly, those withdrawals did not pertain to JAZ's business and should not have been made. Upon information and belief, Respondents have converted said funds to their own use, and Petitioner is entitled to discovery to recover said assets.

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As set out above, virtually all of FoodGem's remaining assets were transferred out of the FoodGem account in the two months following Decedent's death, either to James Zhang or to another account ending in 0880. Petitioner, as 50% shareholder, has a direct interest in the proper administration and use of corporate assets. An individual transfer of \$76,000.00 without any apparent business purpose requires explanation. To Petitioner's knowledge, only Yuwen Zhang could have effected that transfer. As a result, James Zhang now appears to be in possession of at least \$4,800.00 of FoodGem's assets. The balance of the transferred funds is now in an unknown account. Accordingly, discovery is warranted to determine whether corporate funds were used for an improper or unlawful purpose.

Point IV

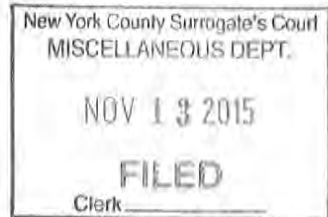
Petitioner Has No Information Regarding "JAZNYC" and "Bijoux Jungle"

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CONCLUSION

For the foregoing reasons, it is respectfully submitted that the Petition for discovery and turnover should be granted in all respects.

**SURROGATE'S COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**



-----X
In the Matter of the Application of Jingyu Lian,
as Administrator of the Estate of,

**AFFIRMATION OF JEFFREY
VANACORE IN RESPONSE TO
PETITION**

ZHONG ZHUANG,
a/k/a JOHN ZHUANG,

File No. 2015-349/A

Deceased,

for Discovery Pursuant to SCPA § 2103.
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I, Jeffrey Vanacore, am an attorney at law duly admitted to practice before the courts of the State of New York and am Counsel at the law firm of Perkins Coie LLP, attorneys for nonparty Google Inc. ("Google"). I affirm that the following statements are true based on personal knowledge or upon information and belief.

INTRODUCTION

1. On October 13, 2015, counsel for Google and Petitioner Jingyu Lian ("Petitioner") appeared before this Court for a hearing on Petitioner's request to obtain an order allowing Petitioner to obtain communications stored in Decedent Zhong Zhuang's ("Decedent") Gmail account, and any associated Drive and Google Voice accounts. Google hereby responds to the Court's request for briefing regarding the legal basis for entry of such an order.

2. Google respectfully submits that entry of such an order is lawful under the circumstances of this case pursuant to the federal Stored Communications Act, 18 U.S.C. § 2701, *et seq.* ("SCA"), which governs electronic communications service providers like Google. While the SCA does not allow private parties like Petitioner to *compel* a provider to disclose the contents of a deceased user's electronic communications in response to a subpoena or court order,

“nothing prevents [a provider] from concluding on its own that [a petitioner has] standing to consent on [the decedent]’s behalf and providing the requested materials *voluntarily*.” *In re Facebook, Inc.*, 923 F. Supp. 2d 1204, 1206 (N.D. Cal. 2012) (addressing subpoena to a service provider for a deceased user’s communications) (emphasis added). Congress thus gave providers discretion under the SCA to determine if they have sufficient consent from a deceased user’s “authorized agent.” See Senate Report No. 99-541, 99th Cong., 2nd Sess. 1986, 1986 U.S.C.C.A.N. 3555, 3591 (“Either the sender or the receiver can directly or through authorized agents authorize further disclosures of the contents of their electronic communications.”). Accordingly, if a provider determines that an estate administrator has standing to consent, the SCA permits the provider to make a voluntary disclosure. Judicial supervision in the form of a court order is also desirable under these circumstances to ensure a neutral fact-finder confirms that the requesting party is in fact the genuine estate administrator under applicable law, and that no other laws, legal duties, or obligations beyond those in the SCA would prohibit their request. See, e.g., *In re Air Crash Near Clarence Center, New York, on February 12, 2009*, Nos. 09-md-2085, 09-CV-961S, 2011 WL 6370189, at *6 (W.D.N.Y., Dec. 20, 2011) (ordering plaintiff to access and produce decedent’s online communications based on findings under New York and New Jersey law that he was the “duly authorized personal representative of [decedent’s] estate” and “any privacy interests generally cease upon death[.]”).

3. In this case, Petitioner has provided Google with documentation establishing that her son is deceased, and that she is the lawful administrator of his estate under New York Law. No evidence has been introduced in court that there is currently, or ever was, any user of the subject Gmail account other than Decedent. Accordingly, Google respectfully submits that entry of the proposed order attached as Exhibit A would be lawful under the circumstances of this case.

ARGUMENT

I. Google Cannot Be Compelled to Disclose Communications Under Federal Law.

4. The federal SCA, governs electronic communications service providers like Google and does not allow private parties to *compel* a provider to disclose the contents of a user's electronic communications in response to a subpoena or court order. 18 U.S.C. § 2702(a)(1), (2); *see also In re Facebook, Inc.*, 923 F. Supp. 2d 1204, 1205 (N.D. Cal. 2012) (federal law barred subpoena from surviving family members for the contents of a deceased user's Facebook account); *Suzlon Energy Ltd. v. Microsoft Corp.*, 671 F.3d 726, 730 (9th Cir. 2011) ("Declaring an implicit exception to the [SCA] for civil litigation would erode the safety of the stored electronic information and trigger Congress' [sic] privacy concerns."); *Theofel v. Farey-Jones*, 359 F.3d 1066, 1073–74 (9th Cir. 2004) (holding that a civil subpoena seeking content may not compel production under the SCA); *Special Mkts. Ins. Consultants, Inc. v. Lynch*, No. 11 C 9181, 2012 WL 1565348, at *2-3 (N.D. Ill. May 2, 2012) (holding that civil subpoenas to a provider are barred by the SCA); *O'Grady v. Superior Court*, 139 Cal. App. 4th 1423, 1443 n.10 (2006) (the SCA contains no exemption "for a civil discovery order on behalf of a private party"). Only governmental entities may *compel* providers to disclose stored communications, and then only with a search warrant. 18 U.S.C. § 2703(a); *United States v. Warshak*, 631 F.3d 266, 288 (6th Cir. 2010) (compelled production of content requires a search warrant).

II. Google Can Voluntarily Disclose Communications Under Appropriate Circumstances.

5. There are, however, eight exceptions to the SCA's prohibition on disclosure of content, each of which is purely voluntary. 18 U.S.C. § 2702(b)(1)–(8). The SCA's relevant exceptions for purposes of this matter state that "[a] provider . . . *may* divulge the contents of a

communication . . . to an addressee or intended recipient of such communication or an agent of such addressee or intended recipient . . . [or] with the lawful consent of the originator or an addressee or intended recipient of such communication.” 18 U.S.C. § 2702(b)(1), (3) (emphasis added).¹ The use of the word “may” denotes a discretionary choice. *See General Elec. Capital Corp. v. New York State Div. of Tax Appeals*, 2 N.Y.3d 249, 255 n.1 (2004) (“We have previously recognized that the term ‘may’ is permissive” and courts “will not presume that the Legislature meant ‘shall when it said ‘may.’”); *see also United States v. Rogers*, 461 U.S. 677, 706 (1983) (“The word ‘may,’ when used in a statute, usually implies some degree of discretion.”). In addition, § 2702 is titled “*Voluntary* disclosure of customer communications or records,” indicating that this section identifies when providers may make certain disclosures, if they so desire. 18 U.S.C. § 2702 (emphasis added).²

6. The SCA’s application to deceased user accounts was litigated in the *In re Facebook* matter cited above. There, surviving family members of a deceased Facebook user sought leave to subpoena the contents of the deceased’s communications from Facebook based on their view that they could provide consent for disclosure under the SCA’s exception for a provider’s

¹ Google understands the Court requested briefing regarding 18 U.S.C. § 2701(c)(2), but that section addresses the circumstances in which a user can authorize “access” to their account, rather than “disclosure” by their service provider. *See* 18 U.S.C. § 2701(a)(1) (addressing “access” to “a facility through which an electronic communication service is provided[.]”). Petitioner is not requesting “access” to Decedent’s accounts, but rather, that Google “disclose” or produce the contents of the account to her. As discussed herein, “disclosure” of communications by a service provider is governed by 18 U.S.C. §§ 2702-2703.

² The structure of the SCA confirms that Congress knew how to mandate consent-based disclosure and chose not to do so for requests seeking content. Section 2703 addresses when a provider is “required” to disclose content or noncontent records of its users and it expressly permits governmental entities to compel disclosure of noncontent records with consent. 18 U.S.C. § 2703(c)(1)(C). Subsection 2703(b) contains provisions for compelling disclosure of content, and that section does not contain a consent exception, indicating that Congress chose not to allow the government to require a provider to disclose content even with consent. 18 U.S.C. § 2703(b). Coupled with the permissive language of § 2702(b), which states that a provider *may* disclose content under certain circumstances, Congress’s decision to allow the government to require disclosure of noncontent with consent, but to exclude consent as a way for the government to compel the disclosure of content, leaves no doubt that providers have discretion when responding to consent-based disclosure requests. *See General Elec. Capital Corp.*, 2 N.Y.3d at 255 n.1 (“We see no reason now to decline to give effect to the Legislature’s selective terminology, particularly since mandatory language appears in another . . . provision enacted at the same time.”).

voluntary production in response to the user's consent. 923 F. Supp. 2d at 1205. Facebook moved to quash, arguing that the subpoena could not compel content under the SCA. *Id.* The court agreed, and in quashing the subpoena held that “[u]nder the plain language of Section 2702, while consent may *permit* production by a provider, it may not *require* such a production.” *Id.* at 1206 (emphasis in original); *see also Schweickert v. Hunts Point Ventures, Inc.*, No. 13-cv-675RSM, 2014 WL 6886630, at *13 (W.D. Wash. Dec. 4, 2014) (“Even if the Court could compel Plaintiff to consent to the disclosure of some [of] her emails under Rule 34, the providers would still only be permitted, but not required, to turn over the contents under 18 U.S.C. § 2702(b)(3)[.]”). The Court further noted, however, that “nothing prevents Facebook from concluding on its own that Applicants have standing to consent on [the decedent]’s behalf and providing the requested materials *voluntarily*.” *In re Facebook, Inc.*, 923 F. Supp. 2d at 1206 (emphasis added). Accordingly, if a provider determines that an estate administrator has standing to consent, the SCA permits the provider to make a voluntary disclosure. Judicial supervision in the form of a court order is also desirable to ensure a neutral fact-finder confirms the petitioner is in fact the genuine estate administrator under applicable law, and that no other laws, legal duties, or obligations beyond those in the SCA would prohibit the petitioner’s request. *See, e.g., In re Air Crash Near Clarence Center, New York, on February 12, 2009*, Nos. 09-md-2085, 09-CV-961S, 2011 WL 6370189, at *6 (W.D.N.Y., Dec. 20, 2011) (ordering plaintiff to access and produce decedent’s online communications based on findings under New York and New Jersey law that he was the “duly authorized personal representative of [decedent’s] estate” and “any privacy interests generally cease upon death[.]”).

III. Provider Discretion Under the SCA Makes Sense.

7. There are real and practical considerations that support provider discretion to reject an estate administrator's purported consent for production. For example, Google's purely voluntary process is not appropriate when a purported administrator cannot establish that they are the lawful administrator of the decedent's estate, or when persons other than the decedent may have had, or continue to have, access to the account. *See Negro v. Superior Court*, 230 Cal. App. 4th 879, 896 (2014) (affirming Google's consent process and noting the SCA should not be "applied in such a way as to embroil service providers in disputes between users and those seeking discovery over the legal sufficiency of a user's conduct to constitute consent."). Congress thus gave providers discretion under §§ 2702(b)(1) and (3) to determine if they have sufficient consent from a deceased user's "authorized agent." *See Senate Report No. 99-541*, 99th Cong., 2nd Sess. 1986, 1986 U.S.C.C.A.N. 3555, 3591 ("Either the sender or the receiver can directly or through authorized agents authorize further disclosures of the contents of their electronic communications.").

8. Congress's discussion of "authorized agents" in the SCA's legislative history demonstrates why consent-based disclosures are not appropriate in cases where a living user is still associated with an account and objects to disclosure, or where there may be questions as to whether a user has designated an "agent" for purposes of receiving their online communications. For example, in the context of bankruptcy or securities cases where a trustee or receiver is appointed to oversee certain property, the trustee or receiver cannot serve as the "authorized agent" for an online account because the trustee or receiver is typically appointed without any consent at all from the user of the account. *See In re Toft*, 453 B.R. 186, 189 (Bkrcty. S.D.N.Y. 2011) (denying foreign insolvency administrator's request to "gain[] access to [the debtor's]

email accounts” because “[a] bankruptcy trustee would not be entitled to such relief under United State law” and “[t]he relief requested would also contravene” the SCA). Moreover, in such cases the user is typically still alive and can simply be compelled to produce the documents on their own without any involvement from the service provider. *Id.* at 199 (“any subpoena issued to obtain production of e-mail correspondence would properly be directed at [the debtor]”); *see also Suzlon*, 671 F.3d at 731 (noting that the inability to obtain documents from a provider does not affect the ability to obtain the documents directly from the user); *Lynch*, 2012 WL 1565348, at *2-3 (holding that civil subpoenas to a provider are barred by the SCA and proper course is to issue request for production to the user).

9. In this case, Petitioner has provided Google with documentation establishing that her son is deceased, and that she is the lawful administrator of his estate under New York Law. No evidence has been introduced in court that there is currently, or ever was, any user of the Gmail account melon42@gmail.com other than Decedent. Accordingly, Google respectfully submits that entry of the attached order would be lawful under the circumstances of this case.

DATED: November 13, 2015

Respectfully submitted,

By: 

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212-262-6912

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Attorneys for Google Inc.

EXHIBIT A

At a Surrogate's Court, held in and for the County of
New York, at 31 Chambers Street, New York, New York,
on the _____ day of _____, 2015.

PRESENT:

Hon. RITA MELLA, Surrogate.

-----X
In the Matter of the Application of Jingyu Lian, as
Administrator of the Estate of

ORDER TO PRODUCE
CONTENTS OF DECEDENT'S
ACCOUNTS

ZHONG ZHUANG,
a/k/a JOHN ZHUANG,

File No. 2015-349/A

Deceased,

for Discovery Pursuant to SCPA § 2103.
-----X

Upon reading and filing the Petition of Jingyu Lian, as Administrator of the Estate of Zhong Zhuang, a/k/a John Zhuang, duly verified on June 26, 2015, setting forth facts tending to show that the Decedent maintained a Gmail account known as "melon42@gmail.com" and that access to the contents of same are necessary to complete her fiduciary duties as Administrator of the Estate; and

This Court having issued a Citation to Google, Inc. dated September 3, 2015 and returnable on October 13, 2015, and Law Offices of Thomas Sciacca, PLLC having appeared for the Petitioner herein, and Perkins Coie LLP having appeared for Google Inc. and having no opposition to the relief requested in the Petition on the record in open Court; and

This Court having considered all of the evidence and the relevant legal authorities, this Court having found as follows:

1. Google Inc. ("Google") provides a free email service, called Gmail.
2. Google provides a free document storage service, called Drive.

3. Google provides a free voicemail and phone management service, called Google Voice.
4. Zhong Zhuang, a/k/a John Zhuang ("Decedent") is deceased.
5. Jingyu Lian ("Administrator") is the lawful Administrator of the Decedent's Estate under New York Law.
6. Decedent is the sole account holder of the Gmail account melon42@gmail.com ("Account").
7. In her lawful capacity established under Paragraph 5, Administrator has a legal right to obtain the content of communications stored in Decedent's Account, and any associated Drive and Google Voice accounts.
8. Under the circumstances of this case, and in light of this Order, no law, legal duty, or obligation, including, but not limited to, any provision of New York law or the federal Stored Communications Act, 18 U.S.C. §§ 2701, *et seq.*, prohibits Google from disclosing to Administrator the communications stored in Decedent's Account, and any associated Drive and Google Voice accounts.

NOW, upon motion of Thomas Sciacca, Esq., counsel for the Petitioner herein, and in absence of any opposition thereto, it is hereby

ORDERED, that within ten (10) business days of the entry of this Order, Administrator shall cause an email message to be sent to Google at postmortemrequests@google.com, which shall contain an electronic copy of this Order as entered by the Court and shall state as follows: "I, Jingyu Lian, obtained the attached Court order directing Google Inc. to produce to me the content of any reasonably accessible Gmail communications stored in the account melon42@gmail.com and any associated

Drive and Google Voice accounts dated between October 1, 2010 and May 31, 2015, described more particularly as follows:

- a. all of the Decedent's e-mails, both sent and received (including all attachments thereto) from the account melon42@gmail.com;
- b. all content in the Decedent's e-mail folders, including, but not limited to, folders identified as draft, trash, or junk e-mails (or similar designations) associated with the account melon42@gmail.com;
- c. all content in the Decedent's Google Drive account associated with the account melon42@gmail.com;
- d. all text messages and voicemails in the Decedent's Google Voice account associated with the account melon42@gmail.com; and
- e. all instant messages, both sent and received, from the account melon42@gmail.com.

and it is further

ORDERED, that the consent e-mail shall further state that the Administrator consents to Google delivering the content to her or her attorney as specified in this order; and it is further

ORDERED, that within ten (10) business days of receiving the email message described above, Google shall disclose to Administrator the communications directed by this Order. Google shall disclose those communications by sending them to Administrator, in an electronic format of Google's choosing, at either (i) the e-mail address that Administrator uses to send the e-mail message described above; or (ii) if the production is too large to be sent by email, by overnight delivery to Administrator's counsel, Thomas

Sciacca, Law Offices of Thomas Sciacca, PLLC, 44 Wall St. - 10th Floor, New York, NY 10005. Google shall not provide the Administrator with login credentials to access the account melon42@gmail.com.

ORDERED, Google shall have no obligations to disclose any communications under this Order until the Order is entered by this Court and until Google receives the e-mail message described above.

ORDERED, this Order resolves any request, legal process, motions, or Court Orders currently directed to or against Google in this matter. Any such requests, legal process, motions, or Court Orders are hereby denied, quashed, or vacated as moot.


1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 = X

: AFFIDAVIT OF SERVICE**SCIACCA 000215**

by depositing a true copy thereof, in a properly addressed wrapper. Said delivery was made prior to the latest time designated by the overnight delivery service for overnight delivery.


NELSON VARGAS

Sworn to before me this
13th day of November 2015


Notary Public

CRISTINA L. CARBONE
Notary Public, State of New York
No. 01CA6135491
Qualified in Richmond County
Commission Expires October 17, 2017

Charles T. Edwards

Systems Consultant

SAGE CLE Presentation
Wednesday, 8 November 2017

Tech Tips to Share With Clients and Executors**Pre-Mortem Planning**

Passwords for Computers, Smartphones, Wireless Network

Websites (domains owned, etc.)

Online Accounts (banking, dating, etc.)

Apps

Email

Deadman's switch (non-event triggering by no login, no response to a ping, or no shift in GPS over a period of time)

Password Access

Most common methods are not secure

- redundant passwords

- password books

Master account passwords

- smartphones

- computers

Password Managers

- OS-native implementation (Mac - iOS, Windows, Android)

 - retained in the Cloud

 - retained locally

- 3rd party products (KeePass, 1Password, LastPass, DashLane, Roboform)

 - retained in the Cloud

 - retained locally

Identifying the Deceased's Online Assets

Social media accounts (search Facebook, Twitter, Instagram, Snapchat, etc.)

Email accounts (search within smartphones and computers)

Worst case, accessible computers can often have user account passwords overwritten

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← Inactive Account Manager

Make a plan for your Google Account if you pass away or stop using Google

Take control of what happens to your Google Account if you're unexpectedly unable to use your Google Account, such as in the event of an accident or death.

Decide when Google should consider your account to be inactive and what we do with your data afterwards. You can share it with someone you trust or ask Google to delete it.

[Learn more](#)

START

Decide when Google should consider your Google Account inactive

Choose who to notify & what to share

Decide if your inactive Google Account should be deleted

← Inactive Account Manager

Make a plan for your Google Account if you pass away or stop using Google

- ✓ Your account will be considered inactive 3 months after you stop using it
- ✓ Google will notify 1 of your contacts

Decide if your inactive Google Account should be deleted

After your Google Account becomes inactive, should we also delete it and all of its content?

If you've decided to allow someone to download your content, they'll be able to do so for 3 months before it gets deleted.

If you choose to delete your Google Account, this will include your publicly shared data (for example, your YouTube videos, Google+ posts, or blogs on Blogger). [Learn more](#)

Should we delete your Google Account if it becomes inactive?

Yes, delete my inactive Google Account

This will happen three months after your account becomes inactive



REVIEW PLAN

EDWARDS 000003