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HEARING DATE:
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ROBERT L. RATTET

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
In re:

Chapter 11

QUEEN ELIZABETH REALTY CORP.,

Case No. 13-12335 (SMB)

Debtor.

-----X

**DEBTOR'S OBJECTION TO MOTIONS OF NON-CREDITOR
MARGARET WU AND NON-CREDITOR DEAN K. FONG AS
RECEIVER FOR ENTRY OF ORDER (I) DISMISSING THE CASE
PURSUANT TO 11 U.S.C. § 1112(b), OR (II) IN THE ALTERNATIVE,
ABSTAINING PURSUANT TO 11 U.S.C. § 305; or (III) EXCUSING
RECEIVER'S COMPLIANCE WITH 11 U.S.C. §543**

QUEEN ELIZABETH REALTY CORP., the above-captioned debtor ("QERC" or the "Debtor"), by and through its undersigned attorneys, files this objection (the "Objection") to the Motions of (1) non-creditor Margaret Wu for Entry of an Order dismissing the case or, in the alternative, abstention; and (2) non-creditor Dean Fong as Receiver of the Property of Phillip Wu (the "Receiver") for Entry of an Order dismissing the case or, in the alternative, abstention, and to excuse the Receiver from compliance with 11 U.S.C. §543 (the "Motions"). In support of its Objection, the Debtor respectfully states as follows:

BACKGROUND

1. The Debtor is in the business of owning a commercial condominium located at 157 Hester Street a.k.a. 68-82 Elizabeth Street, New York, New York, located in New York County (the “Real Property”).

2. On or about April 18, 1994 QERC was formed as a New York Corporation.

A. OWNERSHIP OF QERC

3. As illustrated below, the cumulative weight of evidence demonstrates that Jeffrey Wu, Lewis Wu and Phillip Wu each have one-third (1/3) equity interests in QERC.

4. Myint J. Kyaw a/k/a Jeffrey Wu (“Jeffrey Wu”) was listed as the Chief Executive Officer in the Certificate of Incorporation.

5. As part of a commercial mortgage transaction between QERC and Shanghai Commercial Bank (“Shanghai Bank”) executed on June 6, 2008, Jeffrey Wu, Lewis Wu, and Phillip Wu delivered a document entitled “Directors’ Certificate of Resolutions to Borrow and Incumbency of Queen Elizabeth Realty Corp” (hereinafter referred to as the “Directors’ Certificate”). A copy of the Director’s Certificate is annexed hereto as Exhibit “1”.

6. The Directors’ Certificate was delivered to Shanghai Bank on June 6, 2008, and remains in the possession of Shanghai Bank. As part of the Directors’ Certificate, Jeffrey Wu, Lewis Wu, and Phillip Wu each swore that they each owned a one-third equity interest in QERC as follows:

“WE FURTHER CERTIFY that the following individuals are the owners of the equity of the Company [Queen Elizabeth Realty Corp.] and that he owns the interest set forth opposite his name:

NAME OF SHAREHOLDER	EQUITY HOLDING (OF ALL ISSUED SHARES)
Phillip Wu	1/3
Myint J. Kyaw a/k/a Jeffrey Wu	1/3
Lewis Wu	1/3”

7. The Directors’ Certificate was sworn to under oath on June 6, 2008, well before Phillip Wu’s matrimonial litigation was initiated.

8. Annexed hereto as Exhibit “2” is a copy an Affidavit of Chiu N. Wu (no relation to Jeffrey Wu, Lewis Wu or Phillip Wu), Vice President of Shanghai (the “Shanghai Affidavit”) that confirms that the Director’s Certificate is genuine and was delivered ad part of the loan transaction.

9. In the Shanghai Affidavit, Mr. Wu, Vice President at Shanghai Bank, stated that “[t]he loan documents executed in connection with the Directors’ Certificate provide that any misrepresentation contained within the Directors’ Certificate would constitute a default under the loan documents” and that the “loan documents between the [Shanghai Commercial Bank] and Queen Elizabeth Realty Corp. remain in full force and effect” and that the respective ownership interests in QERC have not changed since June 6, 2008.

10. Jeffrey Wu guaranteed QERC’s obligations pursuant to the commercial mortgage and has made certain mortgage payments since QERC and Shanghai Bank executed the mortgage.

11. Jeffrey Wu has made and continues to make payments on behalf of QERC to Shanghai Bank, which included payments that were made after Dean Fong was appointed as the Receiver, specifically as receiver for Phillip Wu's business interests. This includes, inter alia, Phillip Wu's ownership interest in QERC.

12. Jeffrey Wu guaranteed and made the loan payments from QERC to Shanghai Bank because he has a one-third equity interest in QERC.

13. Neither Phillip Wu nor Receiver Fong has made any of the loan payments from QERC to Shanghai Bank.

14. Since incorporating in 1994, QERC entered into a number of agreements that reflect the shared and equal ownership interests of Jeffrey Wu, Lewis Wu, and Phillip Wu, including but not limited to:

- a) On June 28, 1994, QERC entered into a mortgage and security agreement with Hester Property Corp., which was signed by Lewis Wu, as President, and Jeffrey Wu, as Vice-President, on behalf of QERC.
- b) On December 14, 2000, QERC entered into a mortgage note with HSBC (lender), which was signed by Lewis Wu, as President, on behalf of QERC.
- c) On May 1, 2001, QERC executed a guaranty for a loan between HSBC BANK (lender) and Foodmart International Corp. (borrower), which was signed by Lewis Wu on behalf of QERC.
- d) On May 10, 2007, QERC, as landlord, entered into a lease agreement with New Enterprise Realty, which was signed by Phillip Wu on behalf of QERC.

15. QERC also issued Certificates of Ownership, pursuant to which Jeffrey Wu, Lewis Wu, and Phillip Wu each received ten (10) shares in QERC.

16. In total, the cumulative weight of the documents relating to QERC and its business transactions conclusively demonstrate that Jeffrey Wu, Lewis Wu, and Phillip Wu have equal one-third equity interests in QERC.

B. THE DIVORCE ACTION AND THE RECEIVERSHIP

17. During 2009 Margaret Wu as Plaintiff commenced a divorce action against Phillip Wu in Supreme Court, New York County, Index Number 300080/09 (the “Divorce Action”).

18. In the Divorce Action, by Order date May 10, 2010 appointed Margaret Wu and Dean Fong were appointed as co-receivers of Phillip Wu’s business and property interests. By Amended Order dated May 18, 2010 Dean Fong (hereinabove defined as “the Receiver”) became the sole receiver of Phillip Wu’s property.

19. Lewis Wu and Jeffrey Wu, the other two (2) shareholders of QERC, were never served with notice of any proceeding that purported to allow the Receiver to take possession of the Real Property, assets and/or management of QERC.

20. Notwithstanding the fact that the Receiver was only charged with the management of a one-third equity interest in QERC, the Receiver exercised dominion and control over three of QERC’s tenants by means of collecting rents, obtaining consensual surrenders of leasehold or possessory interests and/or maintaining eviction proceedings and/or termination of leaseholds:

- a) Hong Kong Supermarket of Hester Corp. (hereinafter (“HKS”) (the “HKS Premises”);
- b) Salon De Tops (the “Salon De Tops Premises”); and
- c) First Pharmaceutical Corp. (the “First Pharmaceutical Corp. Premises”).

21. QERC was thus deprived of due process by means of the Receiver seizing of control of the assets of QERC.

22. The Receiver's proper role is limited to one as holder of a one-third equity interest in the Debtor.

23. On or about April 17, 2012, the Receiver demanded possession of the First Pharmaceutical Corp. Premises, asserting in correspondence that the space was "less than the fair market rent" and that "(t)he Receiver cannot in the proper exercise of his duties continue to accept a below market rent for this space."

24. First Pharmaceutical Corp. was paying rent in the amount of \$7,524.56 per month.

25. As reflected in documents that purported to serve as an accounting (the "Purported Accounting"), a copy of which is annexed hereto as Exhibit "3" First Pharmaceutical Corp. paid rent, to the Receiver, of \$7,525.56 on March 6, 2012, April 11, 2012 and three months' rent, in one installment in the amount of \$22,573.68 on August 31, 2012.

26. The First Pharmaceutical Corp. Premises has remained vacant since August 31, 2012.

27. On July 12, 2012, the Receiver initiated eviction proceedings purportedly on behalf of QERC against the Debtor's tenant, HKS, in the Civil Court, City of New York, Index Number L&T 74045/2012 (the "Eviction Proceeding").

28. The Receiver did not serve the Eviction Proceeding upon Lewis Wu and/or Jeffrey Wu.

29. The Receiver did not, upon information and belief, serve the Eviction Proceeding upon the Debtor.

30. Neither Lewis Wu, Jeffrey Wu nor the Debtor received due process and an opportunity to be heard in connection with the Eviction Proceeding.

31. The Eviction Proceeding culminated in the Receiver himself and not the owner of the real property obtaining a money judgment in the amount of \$3,256,600.00 and an accompanying warrant of eviction against HKS, the Debtor's tenant.

32. The Judgment was improperly entered in the name of "Dean K. Fong Esq. as Receiver of the Property of Phillip Wu" and not in the corporate name of the property owner, the Debtor. The eviction proceedings were commenced in the name of the Court Appointed Receiver as the Receiver of the interests of Phillip Wu. Such a course of conduct was a dramatic overreach. Phillip Wu is merely a minority shareholder in a corporate entity that own real estate and thus Phillip Wu could never have had authority to commence an eviction proceeding as a party and the Receiver's securing for himself a judgment in his own name is nothing other than outright theft from QERC.

33. Further, QERC is the titular owner of the real estate and QERC obviously should have been styled as the Petitioner in the Eviction Proceeding.

34. The above-referenced Judgment effectively terminated the HKS lease, a major asset of the Debtor's estate.

35. The Receiver and/or the Marshal served a notice of eviction dated July 11, 2013.

36. On July 18, 2013, the Debtor removed the Eviction Proceeding to the U.S. District Court for the Southern District of New York, 1:13-cv-04988-KPF. The case is awaiting transfer to this Court.

37. The Receiver's exercise of jurisdiction over QERC's property was void and without due process.

38. The actions taken by the Receiver as regards QERC, including but not limited to initiating litigation on behalf of QERC to evict HKS and other tenants severely diminishes the value of the Real Property.

39. The Debtor relies on the income generated by HKS, a lawful tenant of QERC, and other tenants, that are being wrongfully and unilaterally evicted by the Receiver.

40. Additionally, upon information and belief, more than sixty (60) people will lose their jobs if HKS is wrongfully evicted.

41. Upon information and belief, Salon De Tops has been paying rent in the monthly amount of \$13,367.00 through July 2012 and \$14,036.00 rent thereafter, also to the Receiver.

42. Upon information and belief, the Receiver was not entitled to retain collected rents beyond the aliquot share of Phillip Wu, as reduced by the mortgage, property tax and operating expenses of the Real Property Premises.

**A RECEIVER'S PROPER ROLE IS AS A NEUTRAL
OFFICER OF THE COURT AND NOT AN ADVOCATE
FOR EITHER PARTY TO THE PROCEEDING FOR
WHICH HE WAS APPOINTED**

43. The Court should note, first, the perverse role that the Receiver has been taking in this case.

44. The Receiver has been participating as an active partisan for one of the litigants in the Divorce Action, Margaret Wu.

45. Receivers are inherently neutral parties, and not advocates for any particular stakeholder. See, e.g. Schwartzberg v. Whalen, 96 A.D.2d 974, 975, 466 N.Y.S.2d 846, 847 (A.D. 3 Dept. 1983) ("A court-appointed receiver in a foreclosure action is an officer of the court, a fiduciary of all the parties interested in the receivership, and not an agent of the party who procured the appointment"); Matter of Kane, 75 N.Y.2d 511, 515, 553 N.E.2d 1005, 1007

(1990) (“A receivership is a creature of the court..., ‘subject to the control of the court at all times....’, and functions in the place of and as the instrumentality of the court itself. As a special ‘officer of the court’ with ‘fiduciary responsibilities’ the receiver acts solely on the court's behalf.... and is otherwise a stranger to the parties and their dispute.”); D.B. Zwirn Special Opportunities Fund, L.P. v. Tama Broad., Inc., 550 F. Supp. 2d 481, 492 (S.D.N.Y. 2008) (“The temporary receiver-an officer of the court tasked with the “duty to preserve and protect the property pending the outcome of the litigation”(footnote omitted) will work to discharge that duty without deference to either party and with preservation of the property as its sole objective. Should plaintiff indeed be the party responsible for mismanagement, then the temporary receiver would equally protect the assets against plaintiff as it would against defendants. The temporary receiver's sole loyalty and responsibility lies with the Court and the assets, rather than with any of the parties.”).

46. In this case, the Receiver is taking a role as an active litigant by virtue of moving to dismiss the Chapter 11 case, rather than acting as a mere preserver of Phillip Wu’s business interests.

47. **The Receiver has been by far the most active litigant in both the Divorce Action and in this Chapter 11 proceeding. To the extent that the Receiver continues to seek fees derived from rents owing to QERC, the Debtor’s assets are being plundered by the Receiver’s highly aggressive position.**

48. The instant Chapter 11 case was filed on July 17, 2013 to protect the interests of Shanghai Bank, protect the assets of QERC from the Receiver’s overreaching, and with a good faith basis. Accordingly this case should not be dismissed.

**MOVANTS ARE NOT CREDITORS OF THE DEBTOR AND
HAVE NO STANDING TO FILE THE MOTIONS**

49. It is axiomatic that a party seeking relief with respect to a Chapter 11 case be a creditor.

50. The Court, in connection with motions for relief from the automatic stay, has held that only a creditor could make such a motion. See, e.g. In re Comcoach, 698 F.2d 571 (2d Cir.1983) In re Idicula, 484 B.R. 284 (Bankr. S.D.N.Y. 2013); In re Lippold, 457 B.R. 293, 296 (Bankr. S.D.N.Y. 2011).

51. The Court, in In re Lippold, 457 B.R. 293, 296 (Bankr. S.D.N.Y. 2011) stated:

In In re Mims, 438 B.R. 52, 55 (Bankr.S.D.N.Y.2010), this Court explained that the term “party in interest” is not defined in the Bankruptcy Code. Under Second Circuit law, however, “in order to invoke the court's jurisdiction to obtain relief from the automatic stay, the moving party [must] be either a creditor or a debtor.” Id. (citing In re Comcoach, 698 F.2d 571, 573 (2d Cir.1983)); see also Agard, 444 B.R. at 245. It follows that U.S. Bank must be a “creditor” to seek relief from the automatic stay.⁴ Mims, 438 B.R. at 55.

In re Lippold, 457 B.R. 293, 296 (Bankr. S.D.N.Y. 2011).

52. The Court, in In re Idicula, 484 B.R. 284, 287 (Bankr. S.D.N.Y. 2013) stated:

Section 362(a) of the Bankruptcy Code provides an automatic stay on all litigation against the Debtor, as well as “any act to create, perfect, or enforce any lien against property of the estate.” 11 U.S.C. § 362(a). Under section 362(d)(1) of the Bankruptcy Code—the operative provision relied on by U.S. Bank in seeking relief—“[o]n request of a party in interest ... the court shall grant relief from the stay ... for cause.” 11 U.S.C. § 362(d)(1) (emphasis added).

In In re Mims, 438 B.R. 52, 55 (Bankr.S.D.N.Y.2010), this Court explained that the term “party in interest” is not defined in the Bankruptcy Code. Under Second Circuit law, however, “in order to invoke the court's jurisdiction to obtain relief from the automatic stay, the moving party [must] be either a creditor or a debtor.” Id. (citing In re Comcoach, 698 F.2d 571, 573 (2d Cir.1983)); see also Lippold, 457 B.R. at 296. It follows that U.S. Bank must be a “creditor” to seek relief from the automatic stay.⁴ Id.

In re Idicula, 484 B.R. 284, 287 (Bankr. S.D.N.Y. 2013).

53. In this case, Movants allege no injury from the filing of the Chapter 11 proceeding. In order to have a right to relief, the party must have standing.

54. The doctrine of standing concerns both the threshold questions of whether this Court can try this case on the merits, and the prudential question of whether or not it should. See, e.g. Warth v. Seldin, 422 U.S. 490, 500-501, 95 S.Ct. 2197, 2206 (U.S. 1975); FW/PBS, Inc. v. City of Dallas, 493 U.S. 215, 231, 110 S.Ct. 596, 607 (U.S. 1990); Bluebird Partners, L.P. v. First Fidelity Bank, N.A. New Jersey, 85 F.3d 970, 973 (2d. Cir.,1996); and Henneberry v. Sumitomo Corp. of America, 415 F.Supp.2d 423, 438, 441 (S.D.N.Y., 2006).

55. The seminal case on standing, pursuant to which the Supreme Court severely restricted access to the Federal Courts, was Warth v. Seldin, Id. The Court was faced with a citizen lawsuit contending that Rochester's zoning scheme was unlawful. The Court found that the citizens lacked standing to sue, even assuming the zoning scheme's illegality, stating:

In essence the question of standing is whether the litigant is entitled to have the court decide the merits of the dispute or of particular issues. This inquiry involves both constitutional limitations on federal-court jurisdiction and prudential limitations on its exercise.

Warth v. Seldin 422 U.S. 490, 498, 95 S.Ct. 2197, 2205 (U.S. 1975).

56. The Supreme Court further emphasized the standing restrictions in Allen v. Wright, 468 U.S. 737, 104 S.Ct. 3315, 82 L.Ed.2d 556 (1984) and FW/PBS, Inc. v. City of Dallas, 493 U.S. 215, 110 S.Ct. 596 (U.S. 1990). The Court stated in FW/PBS, Id.:

The federal courts are under an independent obligation to examine their own jurisdiction, and standing "is perhaps the most important of [the jurisdictional] doctrines." Allen v. Wright, 468 U.S. 737, 750, 104 S.Ct. 3315, 3324, 82 L.Ed.2d 556 (1984).

FW/PBS, Inc. v. City of Dallas, 493 U.S. 215, 231, 110 S.Ct. 596, 607 (U.S. 1990).

57. Movant Margaret Wu is at most a creditor of a minority shareholder of the

Debtor. She cannot claim injury to others as her basis for relief.

58. Movant Receiver has even more tenuous standing. The Receiver is a fiduciary for the assets of a minority shareholder. He similarly cannot claim injury to others as her basis for relief.

59. The alleged “bad faith” nature of the filing impacts upon creditors, not upon minority shareholders. The Court, in Bluebird Partners, Id. stated:

Bluebird must plead facts showing that it has standing to assert its claim. FW/PBS, Inc. v. City of Dallas, 493 U.S. 215, 231, 110 S.Ct. 596, 607-08, 107 L.Ed.2d 603 (1990). In order to have standing, a party must allege “a distinct and palpable injury to himself,” Warth v. Seldin, 422 U.S. 490, 501, 95 S.Ct. 2197, 2206, 45 L.Ed.2d 343 (1975), and “cannot rest his claim to relief on the legal rights or interests of third parties,” id. at 499, 95 S.Ct. at 2205. Bluebird Partners, L.P. v. First Fidelity Bank, N.A. New Jersey, 85 F.3d 970, 973 (2d. Cir.,1996).

60. The Motions never alleges facts “plausibly suggesting Movants’ entitlement to relief.”

61. Since Movants lack standing, the Motion must be denied.

**THE DEBTOR HAS BEEN DEPRIVED OF DUE PROCESS
IN THE DIVORCE ACTION AND ANY ASSERTION THAT
ITS RIGHTS CAN BE PROTECTED IN THAT
PROCEEDING IS ILLUSORY**

62. Both Movants assert, implicitly or explicitly, that QERC can amply protect its right in the context of the Divorce Action. Alternatively, they assert that the fact that New Enterprises Realty, LLC was a party to certain stipulations that QERC was somehow protected.

63. These assertions are fatuous and illogical. In fact, QERC has been utterly and totally deprived of due process.

64. Under the U.S. Constitution, before a party is deprived of a property right, they are entitled to a hearing. See, e.g. DeBari v. Town of Middleton, 9 F. Supp. 2d 156, 162

(N.D.N.Y. 1998)(“Fourteenth Amendment procedural due process generally requires a pre-deprivation hearing before property rights can be terminated.”)

65. There was no such due process prior to the Receiver exercising dominion and control over QERC’s assets.

66. The Court should note that neither Shanghai Bank nor the other two shareholders who are strangers to the Divorce Action, Jeffrey Wu and Lewis Wu, have been given an opportunity to assert their rights in the Divorce Action.

67. Prior intervention motions were made by Jeffrey Wu and Lewis Wu and the Debtor in order for said parties to protect their rights. However Judge Jeffrey Cooper, the Judge handling the Divorce Action, has stated on the record that he does not grant motions of non-parties to a matrimonial action to intervene and thus protect their rights. A copy of a transcript dated October 9, 2013 is annexed hereto as Exhibit “4” (the “October 9, 2013 Hearing Transcript”). The October 9, 2013 Hearing Transcript state as follows, at Page 23 Line 9 –Page 25 Line 17:

THE COURT: Tell you the truth, I am as unclear as you are who represents whom.

MS. BERGER: And so if a notice of appearance is filed in the case, I'm happy to serve whoever formally appears, but what has been another factor that's been increasing the expenses on everybody is attorneys coming, attorneys going -- attorneys leaving.

THE COURT: I thought Mr. Mo is still on the case. Mr. Mo stood her for months and represented he represented Jeffrey Wu and he was going to make sure this case was resolved.

MS. BERGER: Maybe he is, but that's not my understanding from proceedings in bankruptcy court. So –

THE COURT: All of a sudden one day Mr. Wu is not here -- excuse me, Mr. Mo is not here. Right.

MS. BERGER: My only position is if you file a notice of appearance, happy to serve you. If you don't file a notice of appearance, unless the Court tells me otherwise, I don't think it's appropriate.

MR. LUBELSKY: Your Honor, I have appeared by virtue of the order to show cause to intervene. appeared on the record no less than three times, probably more, I've been CC'd on multiple correspondences from her office and I have sent correspondence to her office. The position that there was some uncertainty as to whether or not I should be served is a little disingenuous. I've appeared on at least four occasions, probably also exchanged business cards. It is a simple issue. I should be served with the papers. Period.

MR. JACOBS: Judge, I have a problem with that. There was a phone conversation with the bankruptcy judge by counsel involved in the bankruptcy where the bankruptcy judge wanted consent from me, on behalf of my client, to consent to the release of certain documents going back, orders of this Court that are otherwise protected under Domestic Relations Law as confidential, distribution to bankruptcy counsel to deal with the motion that Ms. Berger made. So, this is a matrimonial action. We're not divorcing Queen Elizabeth, we're not divorcing Mr. Lubelsky, we're not divorcing his client. If he wants to appear in this action and he wants to share documents, then he has to appear in this action and we have to get over the issue of whether there's confidential information

THE COURT: It's almost never allowed -- third parties, in matrimonial cases. This is a private dispute between two people who are married. Matrimonial cases are treated differently than all other cases. You're not allowed to disclose pleadings, you're not allowed to in fact, you're not even allowed to go out and say the name of the parties, there's all sorts of things that are not done. This is not some general mass litigation.

68. The Court, in Cleveland Bd. of Educ. v. Loudermill, 470 U.S. 532, 105 S. Ct.

1487, 84 L. Ed. 2d 494 (1985) stated:

“An essential principle of due process is that a deprivation of life, liberty, or property “be preceded by notice and opportunity for hearing appropriate to the nature of the case.” Mullane v. Central Hanover Bank & Trust Co., 339 U.S. 306, 313, 70 S.Ct. 652, 656, 94 L.Ed. 865 (1950). We have described “the root requirement” of the Due Process Clause as being “that an individual be given an opportunity for a hearing before he is deprived of any significant property interest.”

Cleveland Bd. of Educ. v. Loudermill, 470 U.S. 532, 542, 105 S. Ct. 1487, 1493, 84 L. Ed. 2d 494 (1985).

69. In this case, the Receiver asserts that because various shareholders entered into stipulations involving property of QERC, QERC has been afforded due process.

70. Under New York law, where a party “will be adversely and inequitably affected if the relief requested in the petition is granted” that entity must be made a party and afforded due process. See, e.g. Tecler v. Lake George Park Comm'n, 261 A.D.2d 690, 691, 689 N.Y.S.2d 540, 541 (1999). See also Mason Tenders Dist. Council Welfare Fund v. Diamond Const. & Maint. Inc., 28 Misc. 3d 1214(A), 958 N.Y.S.2d 61 (Sup. Ct. 2010) aff'd, 84 A.D.3d 754, 922 N.Y.S.2d 789 (2011) (“New York courts have considered a non-party necessary when their property rights will be adversely and inequitably affected.”). See also Tecler v. Lake George Park Comm'n, 261 A.D.2d 690, 691, 689 N.Y.S.2d 540, 541 (1999) (“Petitioner's contention on appeal that Weiss is not a necessary party to this proceeding is entirely without merit. It is patently clear that Weiss, the owner of the subject real property to whom the challenged registration and permission were issued, will be adversely and inequitably affected if the relief requested in the petition is granted”).

71. This proceeding is the first proceeding in which QERC has had an opportunity to assert its own rights, independent of the rights of Phillip Wu, a minority shareholder whose rights and interest have been taken over by the Receiver. The Receiver, in turn, has freely usurped QERC's rights and taken QERC's property and treated it as the Receiver's own for the benefit of everyone other than QERC.

**THIS COURT IS ABLE TO MODIFY PROVISIONAL
RELIEF PREVIOUSLY GRANTED IN THE DIVORCE
ACTION AND THUS SHOULD DENY THE RECEIVER'S
REQUEST TO BE EXCUSED FROM COMPLIANCE WITH
11 U.S.C. §543**

72. It is elementary that a Court's determination in granting provisional relief is entitled to no deference as "law of the case". See, e.g. Univ. of Texas v. Camenisch, 451 U.S. 390, 101 S. Ct. 1830, 1834, 68 L. Ed. 2d 175 (1981); Biediger v. Quinnipiac Univ., 691 F.3d 85, 107 (2d Cir. 2012); Peterson v. Corbin 275 A.D.2d 35, 40, 713 N.Y.S.2d 361, 365 (N.Y.A.D. 2 Dept.,2000).

73. The Court, in Biediger, Id. stated:

"A decision on a preliminary injunction is, in effect, only a prediction about the merits of the case," Morris v. Hoffa, 361 F.3d 177, 189 (3d Cir.2004) (internal quotation marks and brackets omitted); thus, "findings of fact and conclusions of law made by a court granting a preliminary injunction are not binding," University of Tex. v. Camenisch, 451 U.S. 390, 395, 101 S.Ct. 1830, 68 L.Ed.2d 175 (1981), and "do not preclude reexamination of the merits at a subsequent trial," Irish Lesbian & Gay Org. v. Giuliani, 143 F.3d 638, 644 (2d Cir.1998); see also Gooch v. Life Investors Ins. Co. of Am., 672 F.3d 402, 433 (6th Cir.2012) (observing that "a preliminary injunction makes a prediction about the merits ruling and is not itself a merits ruling").

Biediger v. Quinnipiac Univ., 691 F.3d 85, 107 (2d Cir. 2012).

74. The Court, in Univ. of Texas v. Camenisch, 451 U.S. 390, 101 S. Ct. 1830, 1834, 68 L. Ed. 2d 175 (1981) stated:

The purpose of a preliminary injunction is merely to preserve the relative positions of the parties until a trial on the merits can be held. Given this limited purpose, and given the haste that is often necessary if those positions are to be preserved, a preliminary injunction is customarily granted on the basis of procedures that are less formal and evidence that is less complete than in a trial on the merits. A party thus is not required to prove his case in full at a preliminary-injunction hearing. Progress Development Corp. v. Mitchell, 286 F.2d 222 (C.A.7 1961), and the findings of fact and conclusions of law made by a court granting a preliminary injunction are not binding at trial on the merits, Industrial Bank of Washington v. Tobriner, 132 U.S.App.D.C. 51, 54, 405 F.2d 1321, 1324 (1968); Hamilton Watch Co. v. Benrus Watch Co.,

206 F.2d 738, 742 (C.A.2 1953). In light of these considerations, it is generally inappropriate for a federal court at the preliminary-injunction stage to give a final judgment on the merits. E. g., Brown v. Chote, supra; Gellman v. Maryland, 538 F.2d 603 (C.A.4 1976); Santiago v. Corporacion de Renovacion Urbana y Vivienda de Puerto Rico, 453 F.2d 794 (C.A.1 1972).

Univ. of Texas v. Camenisch, 451 U.S. 390, 395, 101 S. Ct. 1830, 1834, 68 L. Ed. 2d 175 (1981)

75. The State Court system in New York treats its own preliminary injunctions in the same manner. See, e.g. Peterson v. Corbin, 275 A.D.2d 35, 40, 713 N.Y.S.2d 361, 365 (A.D. 2 Dept. 2000) (“a preliminary injunction is a provisional remedy and a decision concerning a preliminary injunction does not become the law of the case, nor would it constitute an adjudication on the merits so as to preclude reconsideration of that issue at a trial on the merits”).

76. The decision in Zuneska v. Cuomo, 12-CV-0949 MKB, 2013 WL 431826 (E.D.N.Y. Feb. 1, 2013), referencing the decisions in Exxon Mobil Corp. v. Saudi Basic Indus. Corp., 544 U.S. 280, 284, 125 S.Ct. 1517, 161 L.Ed.2d 454 (2005), Rooker v. Fidelity Trust Co., 263 U.S. 413, 44 S.Ct. 149, 68 L.Ed. 362 (1923) and District of Columbia Court of Appeals v. Feldman, 460 U.S. 462, 103 S.Ct. 1303, 75 L.Ed.2d 206 (1983) are inapplicable. By its terms the “Rooker-Feldman” doctrine applies, as stated in Exxon Mobil, Id.:

The Rooker–Feldman doctrine, we hold today, is confined to cases of the kind from which the doctrine acquired its name: cases brought by state-court losers complaining of injuries caused by state-court judgments rendered before the district court proceedings commenced and inviting district court review and rejection of those judgments. Rooker–Feldman does not otherwise override or supplant preclusion doctrine or augment the circumscribed doctrines that allow federal courts to stay or dismiss proceedings in deference to state-court actions.

Exxon Mobil Corp. v. Saudi Basic Indus. Corp., 544 U.S. 280, 284, 125 S. Ct. 1517, 1521-22, 161 L. Ed. 2d 454 (2005)

77. Movant Receiver, by citing Zuneska v. Cuomo, 12-CV-0949 MKB, 2013 WL

431826 (E.D.N.Y. Feb. 1, 2013) conflates “interlocutory orders” with “provisional relief.” In the Zuneska, Id. case the plaintiff was seeking declassification as a sex offender. The relief denied him by the state court system was in no way a provisional remedy designed to protect parties’ rights pending the outcome of a state court trial. This is what distinguishes provisional remedies from “interlocutory orders.”

78. The orders in question, establishing the receivership, are not the kind of orders to which the Rooker-Feldman doctrine, as modified by Exxon Mobil, Id., relate.

79. Additionally, by virtue of the removal of the claims in the Divorce Action relating only to QERC, this Court is free to direct the Receiver to “stand down” and give prior orders of the Supreme Court in the Divorce Action no particular deference¹.

80. Further, “*(i)t is, of course, well established that a district court has the power, in the exercise of its discretion, to modify its past injunctive decrees in order to accommodate changed circumstances. See Davis v. New York City Hous. Auth., 278 F.3d 64, 88 (2d Cir. 2002). The Court cited Fed.R.Civ.P. Rule 60(b)(5), which is incorporated by Fed.R.Bankr.P. Rule 9024 and made applicable herein.

81. Fed.R.Civ.P. Rule 60(b)(5) states:

(b) Grounds for Relief from a Final Judgment, Order, or Proceeding. On motion and just terms, the court may relieve a party or its legal representative from a final judgment, order, or proceeding for the following reasons:
(5) the judgment has been satisfied, released or discharged; it is based on an earlier judgment that has been reversed or vacated; or applying it prospectively is no longer equitable;

82. The Court, in New York State Ass’n for Retarded Children Inc. v. Carey, 706 F.2d

¹ QERC was directed to show cause why this removal and another removal should not be remanded since the removal was not sought by “a party” to the action. This will be briefed separately. The Court should note that Margaret Wu had sought, by Order to Show Cause dated July 11, 2013 relief “directing an immediate sale of the remaining marital property-to wit: the real estate holdings of QUEEN ELIZABETH REALTY” and thus, while QERC was not a party named in the Divorce Action, its assets were referenced in the July 11, 2013 Order to Show Cause and thus, the Debtor contends, the removal was proper.

956 (2d Cir. 1983) stated:

The power of a court of equity to modify a decree of injunctive relief is long-established, broad, and flexible. “A continuing decree of injunction directed to events to come is subject always to adaptation as events may shape the need.... The distinction is between restraints that give protection to rights fully accrued upon facts so nearly permanent as to be substantially impervious to change, and those that involve the supervision of changing conduct or conditions and are thus provisional and tentative.”, United States v. Swift & Co., 286 U.S. 106, 114, 52 S.Ct. 460, 462, 76 L.Ed. 999 (1932) (Cardozo, J.). “Familiar equity procedure assures opportunity for modifying or vacating an injunction when its continuance is no longer warranted”, Milk Wagon Drivers Union v. Meadowmoor Dairies, 312 U.S. 287, 298, 61 S.Ct. 552, 557, 85 L.Ed. 836 (1941) (Frankfurter, J.).

New York State Ass'n for Retarded Children Inc. v. Carey, 706 F.2d 956, 967 (2d Cir. 1983).

83. The Receiver has the power to monitor and protect Phillip Wu's one-third minority interest in QERC, and no more.

**IT IS IN THE BEST INTERESTS OF THE DEBTOR AND
THE ESTATE THAT THIS CHAPTER 11 CASE BE
PROSECUTED THROUGH THE CONFIRMATION OF A
PLAN OR REORGANIZATION**

84. The Debtor's largest creditor is Shanghai Bank, which is owed \$ \$12,368,243.71 as of the Filing Date. A copy of the Proof of Claim filed by Shanghai Bank, with the attached Cash Collateral Order “so-ordered” by the Court on September 23, 2013(the “Cash Collateral Order”) is annexed hereto as Exhibit “5”.

85. Shanghai Bank has a collateral security interest in both the Real Property and the rental income from the Debtor. The validity and perfection of Shanghai Bank's security was recognized and validated under the terms of the Cash Collateral Order (attachment to Exhibit “5”).

86. Shanghai Bank has been prejudiced by the Receiver's exceeding his authority and/or mishandling of the collateral securing its claims.

87. The Receiver seeks, by Order to Show Cause in Supreme Court, to sell not only Phillip Wu's one third interest in the Real Property, but the Real Property itself.

88. Regardless, the Debtor is protecting the interest of its largest creditor through this Chapter 11 proceeding.

89. The Supreme Court, in the Divorce Action, has before it the divorcing parties and their children. The Supreme Court stated, as represented in the October 9, 2013 Hearing Transcript (Exhibit "4"), at Page 44 Line 13 -26 as follows:

MR. LIEBERMAN (counsel for Shanghai Bank): Typically, when you start venturing in this may be property of a bankruptcy estate, it's not to say that Mrs. Wu should or shouldn't get paid, it is a question of if it's not clear that this might be property of bankruptcy estate, and this might actually be property of an action which is effectively been removed to the bankruptcy court. I don't think anyone wants an action to be brought against Bryan Cave or the receiver.

THE COURT: I have a somewhat emotional -- emotional is not the right word, but I have a moral, ethical view on this in that children are entitled to be paid, wives are entitled to be paid; yet your words are well received.

90. This Court, however, is charged with weighing the interests of all parties in interest.

91. Further, the Debtor's other creditors and equity security holders have a right to protect the Debtor's equity against foreclosure by Shanghai Bank in the event that the case is dismissed, the Receiver is able to obtain the cash flow from the rental income and the Receiver does not use the cash flow and rental income to maintain payment of property taxes and/or debt service to Shanghai Bank.

THIS CHAPTER 11 CASE WAS FILED IN GOOD FAITH

92. **This case is not a classic "two-party" dispute situation.** In this case, the Movants are both non-creditors who have latched onto and sought distribution from property that

is **not** the marital property of either divorcing party. This proceeding is the first proceeding in which QERC has had a voice. As set forth above, Supreme Court has stated that it will not recognize the involvement of entities other than the divorcing spouses.

93. Fatal to Movants' analysis is the fact that the Debtor's substantial creditor, Shanghai Bank, is not an insider of the Debtor.

94. This is thus not a situation akin to cases where a debtor owns an overleveraged piece of real estate and is in a death struggle with its lender.

95. The purpose of the Chapter 11 filing was to protect the interests of its stakeholders, including its largest creditor, Shanghai Commercial Bank.

96. It should be noted here that Movants are not creditors of the Debtor.

97. Movants seek to leverage an improper degree of control over the Debtor's property in Supreme Court by making this Motion.

98. The Court should note that neither Shanghai Bank nor the other two shareholders who are strangers to the Divorce Action, Jeffrey Wu and Lewis Wu, have been given an opportunity to assert their rights in the Divorce Action.

99. As stated above, prior intervention motions were made by Jeffrey Wu and Lewis Wu, and the Debtor in an attempt to protect their rights. The state court has neither allowed said motions to be submitted nor ruled on the applications, which seems wholly consistent with the court's hostility to intervention applications in matrimonial actions.

100. Chapter 11 provides a forum to appropriately protect and vindicate the rights of all parties. Thus, this Court is the appropriate forum to determine the rights and liabilities of QERC as a corporation.

101. Movants' Motions should be denied as the Debtor filed its bankruptcy petition in

a good faith attempt to reorganize and the Debtor has every intention and ability to reorganize and successfully emerge from bankruptcy if it is given a reasonable amount of time.

102. Even if the Court determines that there is cause to dismiss the case, the Court still has the discretion to retain the case in order to facilitate the fundamental goals of bankruptcy proceedings. See 11 U.S.C. § 1112(b). The Supreme Court has observed that chapter 11 embraces the “two recognized policies [of] preserving going concerns and maximizing property available to satisfy creditors.” Bank of America Nat’l Trust & Sav. Ass’n v. 203 North LaSalle Street P’Ship, 526 U.S. 434, 453 (1999).

103. Indeed, Congress describes the purpose of a Chapter 11 case “unlike a liquidation case, is to restructure a business’s finances so that it may continue to operate, provide its employees with jobs, pay its creditors and produce a return for its stockholders.” H. Re. No. 595, 95th Cong. 1st Sess. 220 (1977). See also NLRB v. Bildisco & Bildisco, 465 U.S. 513, 527 (stating that “the policy of Chapter 11 is to permit successful rehabilitation of debtors.”). “Thus, as a general rule, if continuing a particular chapter 11 case would promote the twin goals of preserving viable businesses and maximizing the creditors’ return, then the case is probably not a candidate for conversion or dismissal under 1112(b).” Lawrence P. King, 7 Collier on Bankruptcy, ¶ 1112.04[4][a] (15th ed. Rev. 1996). Additionally, in using its discretion under § 1112(b) the Court should consider that bankruptcy was designed as a forum for negotiated resolutions of the debtor’s affairs. Id. at [b]. Similarly, before considering dismissal under § 1112(b) a debtor should be afforded adequate time to at least propose a plan of reorganization. Id. at 1112[c].

104. In 1988, the United States Supreme Court held that in conducting a section 362 analysis the Debtor is required to show that there is a “reasonable possibility of a successful

reorganization within a reasonable time.” United Savings Association of Texas v. Timbers of Inwood Forest Associates, Ltd 484 U.S. 365, 376 (1988). The Court went on to hold that “bankruptcy courts demand less detailed showings during the four months in which the debtor is given the exclusive right to put together a plan” Id. The same considerations should apply to a motion to dismiss the case.

105. In the current proceeding, Movant Margaret Wu filed the Motion to dismiss less than one (1) month after the Petition Date and Movant Receiver two months and one day after. Notwithstanding, the Debtor has already brought on an adversary proceeding for turnover, and an accounting by the Receiver, and removed appropriate claims from the Supreme Court, pending in the Divorce Action, that impacted upon the Debtor’s Real Property.

106. Movant states that the Debtor cannot reorganize since it has only a single secured creditor. **This factor is only a barrier to reorganization where that creditor has made it obvious that it will reject any plan the Debtor proposes. That is not the case here.**

107. The Debtor is confident that given a reasonable opportunity it will be able to confirm the Plan and reorganize its affairs for the benefit of all of its creditors. Accordingly, even should the Court determine that cause exists to dismiss the case under § 1112(b) the Court should use its discretion in avoiding dismissal, for at least 120 days from the Petition Date, so that the vaunted goals of bankruptcy can be pursued.

108. Similarly, Movant has shown no cause for abstention.

**ABSTENTION IS NOT APPROPRIATE
IN THIS CHAPTER 11 CASE**

109. Abstention under 11 U.S.C. §305 is appropriate only where both the Debtor and creditors would benefit.

110. In In re Monitor Single Lift I, 381 B.R. 455, 462 (Bankr. S.D.N.Y. 2008) the

Court stated:

“The courts that have construed § 305(a)(1) are in general agreement that abstention in a properly filed bankruptcy case is an extraordinary remedy, and that dismissal is appropriate under § 305(a)(1) only in the situation where the court finds that both ‘creditors and the debtor’ would be ‘better served’ by a dismissal.” In re Eastman, 188 B.R. 621, 624 (9th Cir. BAP 1995). See also In re Schur Mgmt. Co., Ltd., 323 B.R. 123, 129 (Bankr.S.D.N.Y.2005) (dismissing bankruptcy pursuant to § 305(a)(1) as not in the interests of the debtor and creditors because the debtors, as defendants in a pending multi-million dollar suit, prematurely filed for bankruptcy and were able to meet all of their non-contingent liabilities at the time of filing) (citing Eastman, 188 B.R. at 625); In re Globo Comunicacoes e Participacoes S.A., 317 B.R. 235, 255 (S.D.N.Y.2004) (reversing bankruptcy court's decision dismissing involuntary case against Brazilian holding company under § 105, but remanding matter for bankruptcy court to decide whether abstention under § 305(a)(1) may be appropriate); In re StatePark Building Group, Ltd., 316 B.R. 466, 477 (Bankr.N.D.Tex.2004) (holding that a predominance of state law issues in the bankruptcy was not a sufficient basis for abstention under § 305(a)(1) because there was no showing that abstention would benefit debtor and its creditors). Granting an abstention motion pursuant to § 305(a)(1) requires more than a simple balancing of harm to the debtor and creditors; rather, the interests of both the debtor and its creditors must be served by granting the requested relief. Globo Comunicacoes, 317 B.R. at 255 (citing Eastman, 188 B.R. at 624–25).

In re Monitor Single Lift I, Ltd., 381 B.R. 455, 462 (Bankr. S.D.N.Y. 2008).

111. Simple benefit to the moving party is insufficient. See, e.g. In re Costa Bonita Beach Resort Inc., 479 B.R. 14, 47 (Bankr. D.P.R. 2012) (“This court finds that DF Servicing's arguments are premised on unsupported allegations which fail to evince how dismissal will benefit both the Debtor and its creditors. DF Servicing has only demonstrated how dismissal would serve its own interests as a mortgage holder that seeks foreclosure of the Debtor's property in state court.”)

112. Movant has shown no basis on which to seek abstention by this Court.

CONCLUSION

113. For all of the foregoing reasons, the Debtor respectfully submits that the Motions are without merit in that it does not establish cause for dismissal of this case or abstention.

114. The Motions were filed prematurely, less than 1 month from the Filing Date, and seeks to provide a windfall to Movants to the detriment of the Debtor's estate and creditors. The Debtor should be afforded a reasonable opportunity to confirm a plan and reorganize its affairs in this Chapter 11 proceeding, and at the very minimum, the statutory time the Debtor entitled to confirm the Plan, which it is confident will be confirmed.

WHEREFORE, the Debtor seeks the entry of an order denying the Motions in their entirety, together with such other and further relief as seems just, proper and equitable.

Dated: White Plains, New York
October 21, 2013

Respectfully submitted,

DELBELLO DONNELLAN WEINGARTEN
WISE & WIEDERKEHR, LLP
Attorneys for the Debtor
One North Lexington Avenue
White Plains, New York 10601
(914) 681-0200

By: /s/ Robert L. Rattet
Robert L. Rattet

EXHIBIT "1"

2

**DIRECTORS' CERTIFICATE OF RESOLUTIONS
TO BORROW AND INCUMBENCY**

OF

QUEEN ELIZABETH REALTY CORP.

WE HEREBY CERTIFY to Shanghai Commercial Bank Ltd., New York Branch (the "Bank") that at a meeting duly called and held by the Board of Directors, by written consent of the Directors of Queen Elizabeth Realty Corp., a New York corporation (the "Company"), the following resolutions were duly adopted on June 6, 2008:

RESOLVED, that the Company borrow from the Bank the principal sum of up to Four Million and 00/100 (US\$4,000,000.00) United States Dollars, upon such terms as the officer hereinafter authorized shall deem proper.


RESOLVED FURTHER, that Phillip Wu, the President of the Company ("Authorized Officer") is authorized, directed and empowered, in the name and on behalf of the Company, (i) to negotiate the loan herein authorized, (ii) to execute and deliver to the Bank, and the Bank is requested to accept, the notes, instruments and documents evidencing the indebtedness of the Company for the monies so borrowed, or to be borrowed, with interest thereon, and (iii) to perform all acts and execute and deliver all instruments and agreements in writing which the Bank may deem necessary to carry out the purposes of this resolution, and the Authorized Officer is authorized from time to time to execute renewals or extensions of said notes, instruments and documents.

RESOLVED FURTHER, that the Authorized Officer is authorized, directed, and empowered, as security for any indebtedness of the Company to the Bank, whether arising pursuant to this resolution or otherwise, to grant a security interest in, or to pledge, mortgage or otherwise hypothecate to the Bank, any property belonging to the Company and to execute and deliver to the Bank any and all credit agreements, security agreements, trust receipts, pledge agreements, assignments, mortgages, and other hypothecation agreements, which agreements, instruments and other documents referred to in the preceding paragraph may contain such provisions, covenants, recitals and agreements as the Bank may require and the Authorized Officer may approve, the execution thereof by said Authorized Officer is conclusive evidence of such approval.

RESOLVED FURTHER, that the Bank is authorized to act upon these resolutions which shall continue in full force and effect until written notice of their revocation or amendment is delivered to the Bank, and that the authority hereby granted shall apply with equal force and effect to the successors in office of the Authorized Officer herein named; provided, however, receipt of such notice shall not affect any action taken by the Bank prior thereto.

RESOLVED FURTHER, that the authority given hereunder shall be deemed retroactive and the acts hereunder performed prior to the passage of these resolutions are hereby ratified and affirmed.

WE FURTHER CERTIFY that said resolutions are still in full force and effect and have not been amended or revoked, and that the following specimen signature is the signature of the duly elected Authorized Officer authorized to sign for the Company by virtue of these resolutions:

<u>TITLE</u>	<u>NAME</u>	<u>SIGNATURE</u>
President	Phillip Wu	

SIGNATURE
VERIFIED 

WE FURTHER CERTIFY that the Company is duly organized, validly existing and in good standing under and by virtue of the laws of the State of New York; that there is no provision in the organization documents of the Company limiting the authority of the Board of Directors to adopt the foregoing resolutions or requiring approval of such resolutions by the vote or consent of any other parties; that the Company has the power to own its property and carry on its business as now being conducted; and that to the date hereof, no proceedings for the dissolution, liquidation, consolidation or merger have been instituted by or against the Company.

WE FURTHER CERTIFY that the following individuals are the owners of the equity of the Company and that he owns the interest set forth opposite his name:

<u>NAME OF SHAREHOLDER</u>	<u>EQUITY HOLDING (OF ALL ISSUED SHARES)</u>
Phillip Wu	1/3
Myint J. Kyaw	1/3
Lewis Wu	1/3

Facsimile transmissions of the signatures provided for below may be relied upon and shall have the same legal effect as the originals of such signatures. This document may be executed in counterparts.

IN WITNESS WHEREOF, we have hereunto set our hands as the Directors, as of the 6th day of June, 2008.




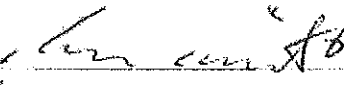


 SIGNATURE VERIFIED	 Phillip Wu
 SIGNATURE VERIFIED	 Myint J. Kyaw
 SIGNATURE VERIFIED	 Lewis Wu

EXHIBIT "2"

-----X
AFFIDAVIT

AFFIDAVIT
-----X

Chiu N. Wu, being duly sworn, deposes and says:

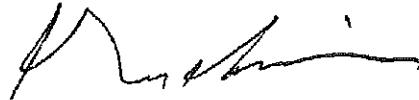
1. At all material times herein, I have been and remain a Vice President of Shanghai Commercial Bank Ltd., New York Branch. (hereinafter "the Bank");
2. As part of a loan transaction, Queen Elizabeth Realty Corp. delivered a document entitled "Directors' Certificate of Resolutions to Borrow and Incumbency of Queen Elizabeth Realty Corp." (hereinafter "Directors' Certificate");
3. The loan documents executed in connection with the Directors' Certificate provide that any misrepresentation contained within the Directors' Certificate would constitute a default under the loan documents;
4. The Directors' Certificate delivered to the Bank and contained within the Bank's files was executed on June 6, 2008 and is two pages in length. The Directors' Certificate was delivered to the Bank on or about June 6, 2008;
5. The Directors' Certificate was executed by Phillip Wu, Myint J. Kyaw aka Jeffrey Wu and Lewis Wu.
6. The Directors' Certificate provides that certain resolutions were duly adopted on June 6, 2008.
7. The Directors' Certificate states the following regarding the ownership interests of Queen Elizabeth Realty Corp.:

WE FURTHER CERTIFY that the following individuals are the owners of the equity of the Company [Queen Elizabeth Realty Corp.] and that he owns the interests set forth opposite his name:

<u>NAME OF SHAREHOLDER</u>	<u>EQUITY HOLDING (OF ALL ISSUED SHARES)</u>
Phillip Wu	1/3
Myint J. Kyaw	1/3
Lewis Wu	1/3

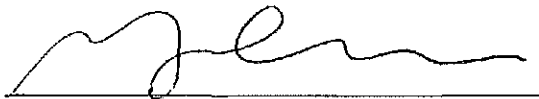
8. Said loan documents between the Bank and Queen Elizabeth Realty Corp. remain in full force and effect as of the date of my execution of this affidavit.

9. The Bank has not been advised that the ownership structure of Queen Elizabeth Realty Corp. has been changed in any way since June 6, 2008.



On the 8th day of July in the year 2013 before me, the undersigned, a Notary Public in

and for the State, personally appeared Chiu N. Wu personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

WEN YU CAO
Notary Public, State of New York
No. 01CA6232345
Qualified in Queens County
Commission Expires December 6, 2014

EXHIBIT "3"

Dean K. Fong Chase Trust
Dean Fong as Receiver
All Transactions

11:37 AM

11/21/11

Accrual Basis

Type	Date	Num	Name	Memo	Class	Cir	Split	Amount	Balance
37 82nd Street									
Deposit	12/15/2010		Dean Fong as Receiver	Proceeds from sale of Wu marital home	37 82nd Street		Dean Fong as ...	19,641.19	19,641.19
Deposit	4/4/2011		Dean Fong as Receiver	Balance of Bryan Cave escrow 37 82nd SL Brooklyn sale to Livanos	37 82nd Street		Dean Fong as ...	36,053.65	57,694.84
Total 37 82nd Street								57,694.84	57,694.84
Accountant Fees									
Check	3/7/2011	Cash...	Dean Fong as Receiver	Acct. fees to Receiver/BST Valuation	Accountant Fees		001 Master Acc...	-8,379.00	-8,379.00
Check	11/8/2011	1600	Dean Fong as Receiver	Acct. Fees BST Valuation	Accountant Fees		001 Master Acc...	-11,621.46	-18,000.46
Total Accountant Fees								-18,000.46	-18,000.46
Eliz.Wine Liquor									
Check	3/28/2011	Transfer	Dean Fong as Receiver	New Sub Account Elizabeth Wine and Liquor	Eliz.Wine Liquor		001 Master Acc...	-10,007.12	-10,007.12
Deposit	3/28/2011		Dean Fong as Receiver	closeout Chinalust acct of E/W Liquor	Eliz.Wine Liquor		Dean Fong as ...	10,007.12	0.00
Check	4/19/2011	Cash...	Dean Fong as Receiver	Elizabeth St. Wine & Liquor Rent arrears	Eliz.Wine Liquor		001 Master Acc...	-58,262.69	-58,262.69
Check	4/21/2011	Cashier	Dean Fong as Receiver	Elizabeth St Wine Liquor sales tax	Eliz.Wine Liquor		001 Master Acc...	-5,544.75	-63,807.44
Check	4/21/2011	Cashier	Dean Fong as Receiver	Elizabeth St Wine Liquor sales tax	Eliz.Wine Liquor		001 Master Acc...	-3,685.88	-67,493.32
Check	4/21/2011	Cashier	Dean Fong as Receiver	Elizabeth St Wine Liquor sales tax	Eliz.Wine Liquor		001 Master Acc...	-3,481.04	-70,974.36
Check	4/21/2011	Cashier	Dean Fong as Receiver	Elizabeth St Wine Liquor sales tax	Eliz.Wine Liquor		001 Master Acc...	-3,312.86	-74,287.22
Check	4/21/2011	Cashier	Dean Fong as Receiver	Elizabeth St Wine Liquor sales tax	Eliz.Wine Liquor		001 Master Acc...	-2,859.55	-77,146.77
Check	4/21/2011	Cashier	Dean Fong as Receiver	Elizabeth St Wine Liquor sales tax	Eliz.Wine Liquor		001 Master Acc...	-4,115.93	-81,262.70
Check	4/21/2011	Cashier	Dean Fong as Receiver	Elizabeth St Wine Liquor sales tax	Eliz.Wine Liquor		001 Master Acc...	-3,909.51	-85,172.21
Check	11/1/2011	1591	Dean Fong as Receiver	Additional security deposit ESWL lease renewal	Eliz.Wine Liquor		001 Master Acc...	-9,133.64	-94,305.85
Total Eliz.Wine Liquor								-94,305.85	-94,305.85
Golden Bridge Restaurant									
Deposit	7/1/2010		Dean Fong as Receiver	Beginning Balance/rest.proceeds \$1792.00 transfer of rest. acct. balance	Golden Bridge Restaurant		Dean Fong as ...	9,242.60	9,242.60
Deposit	8/9/2010		Dean Fong as Receiver	Cash & Coins from Golden Bridge Rest.	Golden Bridge Restaurant		Dean Fong as ...	146.94	9,389.54
Deposit	8/13/2010		Dean Fong as Receiver	Golden Bridge Rest Liquor plus sale of fixtures	Golden Bridge Restaurant		Dean Fong as ...	9,228.00	18,617.54
Check	9/29/2010	1478	Dean Fong as Receiver	Removal of electronics from Golden Bridge Rest.	Golden Bridge Restaurant		001 Master Acc...	-840.00	17,777.54
Total Golden Bridge Restaurant								17,777.54	17,777.54
Interest									
Deposit	7/28/2010		Dean Fong as Receiver	Interest	Interest		Dean Fong as ...	0.60	0.60
Deposit	8/24/2010		Dean Fong as Receiver	Interest	Interest		Dean Fong as ...	0.48	1.08
Deposit	9/24/2010		Dean Fong as Receiver	Interest	Interest		Dean Fong as ...	3.63	4.71
Deposit	10/26/2010		Dean Fong as Receiver	Interest	Interest		Dean Fong as ...	7.29	12.00
Deposit	11/24/2010		Dean Fong as Receiver	Interest	Interest		Dean Fong as ...	8.65	20.65
Deposit	12/23/2010		Dean Fong as Receiver	Interest	Interest		Dean Fong as ...	13.49	34.14
Deposit	1/26/2011		Dean Fong as Receiver	Interest	Interest		Dean Fong as ...	19.23	53.37
Deposit	2/24/2011		Dean Fong as Receiver	Interest	Interest		Dean Fong as ...	18.10	71.47
Deposit	3/25/2011		Dean Fong as Receiver	Interest	Interest		Dean Fong as ...	14.21	85.68
Deposit	4/25/2011		Dean Fong as Receiver	Interest	Interest		Dean Fong as ...	96.70	182.38
Deposit	5/24/2011		Dean Fong as Receiver	Interest	Interest		Dean Fong as ...	123.78	306.16
Deposit	6/23/2011		Dean Fong as Receiver	Interest	Interest		Dean Fong as ...	100.53	406.69
Deposit	7/26/2011		Dean Fong as Receiver	Interest	Interest		Dean Fong as ...	97.32	504.01
Deposit	8/23/2011		Dean Fong as Receiver	Interest	Interest		Dean Fong as ...	84.80	588.81
Deposit	9/26/2011		Dean Fong as Receiver	Interest	Interest		Dean Fong as ...	106.96	695.67
Deposit	10/26/2011		Dean Fong as Receiver	Interest	Interest		Dean Fong as ...	96.37	792.24
Total Interest								792.24	792.24
Legal Fees									
Check	3/7/2011	Cash...	Dean Fong as Receiver	Legal fees to Receiver awarded by court Bryan Cave LLP	Legal Fees		001 Master Acc...	-47,464.25	-47,464.25
Check	11/8/2011	1599	Dean Fong as Receiver	Legal Fees & Disbursements Bryan Cave LLP	Legal Fees		001 Master Acc...	-84,838.07	-132,302.32
Check	11/8/2011	1601	Dean Fong as Receiver	Legal Fees ESWL/Thomas A. Duffy Jr.	Legal Fees		001 Master Acc...	-2,200.00	-134,502.32
Total Legal Fees								-134,502.32	-134,502.32

Dean K. Fong Chase Trust
Dean Fong as Receiver
All Transactions

11:37 AM
11/21/11
Accrual Basis

Type	Date	Num	Name	Memo	Class	Clr	Split	Amount	Balance
Queens Elizabeth Realty									
Deposit	9/8/2010		Dean Fong as Receiver	May-August Rent for Salon De Tops	Queens Elizabeth Realty		Dean Fong as ...	48,496.00	48,496.00
Deposit	9/16/2010		Dean Fong as Receiver	Salon De Tops Sept. rent	Queens Elizabeth Realty		Dean Fong as ...	12,124.00	60,620.00
Deposit	10/14/2010		Dean Fong as Receiver	Salon De Tops Oct. rent	Queens Elizabeth Realty		Dean Fong as ...	12,730.00	73,350.00
Deposit	11/16/2010		Dean Fong as Receiver	Salon De Tops Nov. rent	Queens Elizabeth Realty		Dean Fong as ...	12,730.00	86,080.00
Deposit	12/14/2010		Dean Fong as Receiver	Salon De Tops Dec. rent	Queens Elizabeth Realty		Dean Fong as ...	12,730.00	98,810.00
Deposit	1/19/2011		Dean Fong as Receiver	Salon De Tops Jan. rent	Queens Elizabeth Realty		Dean Fong as ...	12,730.00	111,540.00
Deposit	2/17/2011		Dean Fong as Receiver	Salon De Tops Feb. rent	Queens Elizabeth Realty		Dean Fong as ...	12,730.00	124,270.00
Deposit	3/21/2011		Dean Fong as Receiver	Salon De Tops March 2011 rent	Queens Elizabeth Realty		Dean Fong as ...	12,730.00	137,000.00
Deposit	4/21/2011		Dean Fong as Receiver	Salon De Tops April rent	Queens Elizabeth Realty		Dean Fong as ...	12,730.00	149,730.00
Deposit	5/24/2011		Dean Fong as Receiver	Salon De Tops May rent	Queens Elizabeth Realty		Dean Fong as ...	12,730.00	162,460.00
Deposit	6/10/2011		Dean Fong as Receiver	Salon De Tops June 2011 rent	Queens Elizabeth Realty		Dean Fong as ...	12,730.00	175,190.00
Deposit	7/14/2011		Dean Fong as Receiver	Salon De Tops July rent	Queens Elizabeth Realty		Dean Fong as ...	12,730.00	187,920.00
Deposit	8/22/2011	1002	Dean Fong as Receiver	New Enterprise Realty LLC august rent	Queens Elizabeth Realty		Dean Fong as ...	27,369.10	215,289.10
Deposit	9/6/2011		Dean Fong as Receiver	Salon De Tops Aug. rent	Queens Elizabeth Realty		Dean Fong as ...	13,367.00	228,656.10
Deposit	9/6/2011		Dean Fong as Receiver	New Enterprise Sept. 2011 payment	Queens Elizabeth Realty		Dean Fong as ...	27,369.10	256,025.20
Deposit	9/6/2011		Dean Fong as Receiver	Salon De Tops Sept. rent	Queens Elizabeth Realty		Dean Fong as ...	13,367.00	269,392.20
Deposit	10/6/2011	8080	Dean Fong as Receiver	Salon De Tops Oct. rent	Queens Elizabeth Realty		Dean Fong as ...	13,367.00	282,759.20
Deposit	11/14/2011	8193	Dean Fong as Receiver	Nov. 2011 rent Salon De Tops	Queens Elizabeth Realty		Dean Fong as ...	13,367.00	296,126.20
Total Queens Elizabeth Realty								296,126.20	296,126.20
Royal Elizabeth Condo 2F & 2G									
Deposit	4/5/2011		Dean Fong as Receiver	proceeds of sale of Unit 2F&2G 80 Elizabeth St.	Royal Elizabeth Condo 2F ...		Dean Fong as ...	956,806.14	956,806.14
Deposit	5/25/2011		Dean Fong as Receiver	Escrow Balance Unit 2G Royal Elizabeth Condo	Royal Elizabeth Condo 2F ...		Dean Fong as ...	9,907.00	966,713.14
Total Royal Elizabeth Condo 2F & 2G								966,713.14	966,713.14
TOTAL								1,088,796.33	1,088,796.33

Dean K. Fong Chase Trust
Dean Fong as Receiver
11/25/11 - 7/8/13

Type	Date	Num	Memo	Debit	Credit	Balance
Dean Fong as Receiver						
Deposit	11/25/2011		Interest			1,088,796.33
Deposit	12/9/2011	8234	Salon De Tops Dec. 2011 rent		91.86	1,088,888.19
Deposit	12/23/2011		Interest		13,367.00	1,102,255.19
Deposit	1/12/2012	8290	Salon De Tops Jan. 2012 rent		83.74	1,102,338.93
Deposit	1/26/2012		Interest		13,367.00	1,115,705.93
Deposit	2/13/2012	8302	Feb 2012 Salon De Tops rent		102.85	1,115,808.78
Check	2/13/2012	1671	Legal fees and disbursements Bryan Cave	25,156.00	13,367.00	1,129,175.78
Check	2/22/2012	1675	Interim Commissions/Receiver	195,830.90		1,104,019.78
Deposit	2/24/2012		Interest		86.34	908,188.88
Deposit	3/6/2012		First Pharmaceutical Corp.		7,524.56	908,275.22
Deposit	3/13/2012	8318	Salon De Tops March 2012 rent		13,367.00	915,799.78
Check	3/21/2012	1691	ESWL sales taxes 12/1/11-12/31/11	11,186.67		929,166.78
Check	3/21/2012	1692	ESWL sales taxes 1/1/12 -1/31/12	4,831.73		917,980.11
Check	3/21/2012	1693	ESWL sales taxes 9/1/11-11/30/11	4,071.49		913,148.38
Check	3/21/2012	1694	ESWL sales taxes 12/1/11-2/29/12	3,082.64		909,076.89
Deposit	3/28/2012		Interest		70.00	905,994.25
Deposit	4/5/2012		First Pharmaceutical Corp. April 2012 rent		7,524.56	906,064.25
Deposit	4/11/2012		Salon De Tops April 2012 rent		13,367.00	913,588.81
Deposit	4/24/2012		Interest		80.06	926,955.81
Check	5/3/2012	Cashier's	Support Order	500,000.00		927,035.87
Check	5/8/2012	1720	Royal Elizabeth 6B locks	114.31		427,035.87
Check	5/8/2012	1721	Renewal Receiver's Bond (Phillip Wu	500.00		426,921.56
Check	5/15/2012	1723	Inv. 4/30/12	1,560.00		426,421.56
Deposit	5/16/2012		Salon De Tops May 2012 rent		13,367.00	424,861.56
Deposit	5/23/2012		Interest		44.91	438,228.56
Deposit	6/14/2012		Salon De Tops June 2012 rent		13,367.00	438,273.47
Deposit	6/25/2012		Interest		39.91	451,640.47
Check	7/9/2012	1743	Unit 6B common charges/Phillip Wu	1,256.31		451,680.38
Check	7/9/2012	1744	ESWL accountant fees	1,750.00		450,424.07
Check	7/11/2012	1751	Support/Maintenance May & June 2012	28,000.00		448,674.07
Check	7/11/2012	1752	Margaret Wu Tax Lien 2007	18,209.38		420,674.07
Deposit	7/16/2012	8520	Salon De Tops July 2012 rent		13,367.00	402,464.69
Deposit	7/25/2012		Interest		35.31	415,831.69
Check	8/10/2012	1768	Unit 6B common charges	418.77		415,867.00
Deposit	8/14/2012		Salon de Tops August rent		14,067.00	415,448.23
Deposit	8/23/2012		Interest		33.28	429,548.51
Deposit	8/31/2012	8588	First Pharmaceutical use and occupancy		22,573.68	452,122.19
Deposit	9/17/2012		Salon De Tops September 2012 rent (minus overpayment of August 2012)		14,004.64	466,126.83
Deposit	9/25/2012		Interest		41.91	466,168.74
Deposit	9/28/2012		First Pharmaceutical use and occupancy		19,000.00	485,168.74
Check	10/1/2012	1799	Unit 6B Common Charges	872.54		484,296.20
Deposit	10/3/2012		Hong Kong Supermarket U&O Oct. 2012		25,000.00	509,296.20
Check	10/9/2012	1807	Legal fees awarded to Receiver's counsel	56,921.48		452,374.72
Check	10/9/2012	1808	Partial payment of Judgment Phillip Wu	200,000.00		252,374.72
Check	10/11/2012	1813	First Pharmaceutical Acct. 40-103132487501-2/Deposit to open new account	1,225.00		251,149.72
Deposit	10/18/2012	8641	Salon De Tops Oct. 2012 rent		14,036.00	265,185.72
Deposit	10/24/2012		Interest		27.40	265,213.12
Deposit	11/8/2012	13212	Hong Kong Supermarket Nov. 2012 U & O		25,000.00	290,213.12

Dean K. Fong Chase Trust
Dean Fong as Receiver
11/25/11 - 7/8/13

Type	Date	Num	Memo	Debit	Credit	Balance
Check	11/9/2012	1829	Nov. 2012 Common Charges/6B	523.46		289,689.66
Check	11/13/2012	1830	ESWL invoice 6642988	0.00		289,689.66
Check	11/14/2012	1831	ESWL Lawsuit Settlement/Empire Merchants LLC	31,596.79		258,092.87
Check	11/14/2012	Cashiers	ESWL invoice 6642988(cashier's check to replace check 1830)	9,987.36		248,105.51
Deposit	11/19/2012	8633	Salon De Tops Nov. 2012 rent		14,036.00	262,141.51
Deposit	11/27/2012		interest		24.60	262,166.11
Check	12/7/2012	1845	6B common charges/assessment Philip Wu	523.46		261,642.65
Check	12/12/2012	1848	ESWL inv. 36638,36640	4,551.85		257,090.80
Deposit	12/13/2012	13548	Hong Kong Supermarket Dec. 2012 U&O		25,000.00	282,090.80
Deposit	12/19/2012	8665	Salon De Tops Dec. 2012 rent		14,036.00	296,126.80
Deposit	12/26/2012		interest		21.74	296,148.54
Deposit	1/7/2013		Hong Kong Supermarket U & O Jan. 2013		25,000.00	321,148.54
Check	1/8/2013	1864	Royal Elizabeth 6B common charges	523.46		320,625.08
Check	1/8/2013	1865	Royal Elizabeth utilities	57.67		320,567.41
Deposit	1/17/2013		Salon De Tops Jan. 2013 rent		14,036.00	334,603.41
Deposit	1/25/2013		interest		25.72	334,629.13
Deposit	2/12/2013		Hong Kong Supermarket Feb. 2013 U & O fee		25,000.00	359,629.13
Deposit	2/22/2013		Salon De Tops Feb. 2013 Rent		14,036.00	373,665.13
Deposit	2/26/2013		interest		30.35	373,695.48
Check	3/4/2013	1891	March 2013 6B common charges	418.78		373,276.70
Deposit	3/6/2013	14265	Hong Kong Supermarket U & O Mar. 2013		25,000.00	398,276.70
Deposit	3/14/2013		Salon De Tops Mar. 2013 rent		14,036.00	412,312.70
Deposit	3/25/2013		interest		29.20	412,341.90
Check	4/3/2013	1910	6B April 2013 common charges	418.77		411,923.13
Check	4/3/2013	1911	Acct 40-1031-3248-7502-0	93.03		411,830.10
Deposit	4/4/2013		Hong Kong Supermarket April 2013 U & O		25,000.00	436,830.10
Deposit	4/19/2013	8893	Salon De Tops April Rent		14,036.00	450,866.10
Deposit	4/23/2013		interest		34.07	450,900.17
Check	4/25/2013	1916	ABC Pharmacy Roll Down Gate Repair	550.00		450,350.17
Check	4/26/2013	1917	Royal Elizabeth 6B Common Charges	418.77		449,931.40
Check	4/26/2013	1918	Renewal of Receiver's Bond	500.00		449,431.40
Deposit	5/3/2013		Hong Kong Supermarket May 2013 U & O		25,000.00	474,431.40
Check	5/14/2013	1929	M. Wu Intern Support Order 5/14/13	50,000.00		424,431.40
Deposit	5/20/2013		Salon De Top May U&O		14,036.00	438,467.40
Deposit	5/23/2013		interest		36.82	438,504.22
Check	6/3/2013	1939	Royal Elizabeth 6B common charges	418.77		438,085.45
Check	6/3/2013	1940	Interim Support Order	5,000.00		433,085.45
Check	6/10/2013	1942	ESWL 6/2013 rent	8,755.00		424,330.45
Deposit	6/21/2013	8992	Salon De Tops June 2013 use and occupancy		14,036.00	438,366.45
Deposit	6/25/2013		interest		38.94	438,405.39
Check	7/1/2013	1946	Monthly support payment	5,000.00		433,405.39
Total Dean Fong as Receiver				1,174,324.39	518,933.45	433,405.39
TOTAL				1,174,324.39	518,933.45	433,405.39

Dean K. Fong Chase Trust
Elizabeth Wine & Liquor Interim Report
 All Transactions

Type	Date	Num	Memo	Debit	Credit	Balance
Elizabeth Wine and Liquor Inc.						
Deposit	3/28/2011		Closeout of CHinatrust and Open New Sub Account Elizabeth Wine and Liquor		10,007.12	10,007.12
Check	3/29/2011	Transfer	Elizabeth Wine and Liquor Inc. Invoice Number 30966	4,018.18		5,988.94
Deposit	5/23/2011	Cashier's	Interest		0.46	5,989.40
Deposit	5/26/2011		Liquor Store receipts		2,372.00	8,361.40
Deposit	5/31/2011		Liquor Store receipts		7,518.00	15,879.40
Deposit	6/2/2011		Deposit		2,495.00	18,374.40
Deposit	6/3/2011		Cash Proceeds		2,500.00	20,874.40
Deposit	6/6/2011		Deposit		7,500.00	28,374.40
Check	6/6/2011	1539	Settlement of prior balance	3,345.00		25,029.40
Deposit	6/7/2011		cash receipts		2,500.00	27,529.40
Deposit	6/8/2011		cash proceeds		2,500.00	30,029.40
Deposit	6/10/2011		cash receipts		2,500.00	32,529.40
Check	6/10/2011	1540	payroll 3/28-5/8/11	4,437.95		28,091.45
Deposit	6/13/2011		cash receipts		4,265.00	32,356.45
Check	6/17/2011	1541	transfer from Chase Elizabeth St. Wine & Liquor to East West Acct. receipts	8,970.44		23,386.01
Deposit	6/23/2011		interest		2,241.00	25,627.01
Check	6/30/2011	1542	Elizabeth St. Wine & Liquor July rent	6,885.00		18,742.91
Check	7/1/2011	1545	invoice 31793	6,854.00		11,888.91
Check	7/11/2011	1546	Elizabeth Wine & Liquor re/tax charge 7/1/11-6/30/12	1,096.63		10,792.28
Check	7/11/2011	1547	Eliz St. W/L electric	822.66		9,969.62
Check	7/11/2011	1548	Eliz W/L telephone	249.58		9,720.04
Check	7/11/2011	1549	Eliz. W/L payroll 5/9-6/5	469.35		9,250.69
Check	7/11/2011	1550	Eliz. W/L payroll 5/9-6/5	1,234.67		8,016.02
Check	7/12/2011	1551	Eliz. St. W/L invoice	2,992.51		5,023.51
Deposit	7/26/2011		interest		0.60	5,024.11
Deposit	7/28/2011		receipts		2,500.00	7,524.11
Deposit	7/29/2011		receipts		1,949.00	9,473.11
Deposit	8/1/2011		receipts		2,238.00	11,711.11
Check	8/1/2011	1553	Elizabeth Wine Liquor 2nd Qtr.	746.40		10,964.71
Check	8/1/2011	1554	Elizabeth Wine Liquor 2nd Qtr 941	1,270.36		9,694.35
Check	8/1/2011	1555	Elizabeth Wine & Liquor Aug. rent	6,885.00		2,809.35
Deposit	8/2/2011		receipts		839.00	3,648.35
Deposit	8/3/2011		receipts		785.00	4,433.35
Deposit	8/4/2011		receipts		828.00	5,261.35
Deposit	8/5/2011		receipts		1,884.00	7,145.35
Check	8/5/2011	1558	Elizabeth Wine Liquor payroll	976.08		6,169.27
Check	8/5/2011	1559	Elizabeth Wine Liquor payroll	142.49		6,026.78
Check	8/5/2011	1560	Elizabeth Wine Liquor payroll	352.01		5,674.77
Check	8/5/2011	1561	Elizabeth Wine Liquor invoice 31957	5,349.00		325.77
Deposit	8/8/2011		receipts		1,019.00	1,344.77
Deposit	8/8/2011		receipts		1,887.00	3,231.77
Deposit	8/9/2011		receipts		772.00	4,003.77
Deposit	8/10/2011		receipts		770.00	4,773.77
Deposit	8/11/2011		receipts		921.00	5,694.77
Check	8/11/2011	1562	Eliz. Wine and Liquor	3,521.60		2,173.17
Deposit	8/15/2011		receipts		1,697.00	3,870.17
Deposit	8/16/2011		receipts		704.00	4,574.17

Dean K. Fong Chase Trust
Elizabeth Wine & Liquor Interim Report
 All Transactions

Type	Date	Num	Memo	Debit	Credit	Balance
Deposit	8/17/2011		receipts		1,183.00	5,757.17
Deposit	8/18/2011		receipts		1,041.00	6,798.17
Deposit	8/19/2011		receipts		791.00	7,589.17
Deposit	8/22/2011		receipts		2,301.00	9,890.17
Check	8/22/2011		Eliz. Wine & Liquor inv.	7,658.94		2,231.23
Deposit	8/22/2011		receipts		1,529.00	3,760.23
Deposit	8/23/2011		interest		0.18	3,760.41
Deposit	8/24/2011		receipts		1,802.41	5,562.41
Deposit	8/25/2011		receipts		1,634.00	7,196.41
Deposit	8/29/2011		receipts		2,378.00	9,574.41
Deposit	8/30/2011		receipts		607.00	10,181.41
Deposit	8/31/2011		receipts		1,823.00	12,004.41
Deposit	9/1/2011		receipts		1,081.00	13,085.41
Check	9/1/2011	1569	Eliz. Wine Liquor Sept. rent	6,885.00		6,200.41
Check	9/1/2011	deducted	cashier's check charge for Elizabeth Wine & Liquor payment to Empire	8.00		6,192.41
Deposit	9/6/2011		receipts		2,062.00	8,254.41
Deposit	9/6/2011		receipts		1,086.00	9,340.41
Deposit	9/6/2011		receipts		2,619.00	11,959.41
Deposit	9/8/2011		receipts		620.00	12,579.41
Deposit	9/8/2011		receipts		806.00	13,385.41
Deposit	9/9/2011		receipts		1,558.00	14,943.41
Deposit	9/12/2011		receipts		1,173.40	16,116.81
Deposit	9/12/2011		receipts		2,575.00	18,691.81
Check	9/13/2011	1570	Eliz Wine Liquor inv. 5167587	8,321.60		10,370.21
Deposit	9/13/2011		receipts		1,075.00	11,445.21
Deposit	9/14/2011		receipts		1,534.00	12,979.21
Deposit	9/15/2011		receipts		889.00	13,868.21
Deposit	9/16/2011		receipts		878.00	14,746.21
Check	9/19/2011	1571	Eliz. Wine & Liquor	600.00		14,146.21
Deposit	9/19/2011		receipts		1,126.00	15,272.21
Deposit	9/19/2011		receipts		1,431.00	16,703.21
Deposit	9/19/2011		receipts		2,782.00	19,485.21
Deposit	9/20/2011		receipts		968.00	20,453.21
Deposit	9/21/2011		receipts		1,225.00	21,678.21
Deposit	9/23/2011		receipts		2,013.00	23,691.21
Deposit	9/26/2011		receipts		3,037.00	26,728.21
Deposit	9/26/2011		receipts		1,732.00	28,460.21
Deposit	9/26/2011		interest		0.62	28,460.83
Deposit	9/27/2011		receipts		844.00	29,304.83
Deposit	9/28/2011		receipts		885.00	30,189.83
Check	9/29/2011		Elizabeth Wine Liquor invoice	8,053.36		22,136.47
Check	9/29/2011		Empire Wine Merchants cashier's check fee	8.00		22,128.47
Check	9/30/2011	1573	Eliz. Wine Liquor Oct. rent	6,885.00		15,243.47
Check	9/30/2011	1574	ESWL Beehive inv.	874.00		14,369.47
Deposit	10/3/2011		receipts		2,376.60	16,746.07
Deposit	10/3/2011		inv.		4,126.00	20,872.07
Check	10/4/2011	1575	Eliz. Wine Liquor inv.	2,793.48		18,078.59
Check	10/4/2011	1576	Eliz. Wine Liquor inv.	962.00		17,116.59
Check	10/4/2011	1577	Eliz. Wine Liquor inv.	1,223.64		15,892.95

Dean K. Fong Chase Trust
Elizabeth Wine & Liquor Interim Report
 All Transactions

Type	Date	Num.	Memo	Debit	Credit	Balance
Deposit	10/4/2011		receipts			18,911.95
Check	10/5/2011	1572	inv.	4,669.10	3,019.00	14,242.85
Deposit	10/5/2011		receipts		1,342.00	15,584.85
Deposit	10/6/2011		receipts		1,976.00	17,560.85
Check	10/7/2011	1582	Elizabeth Wine Liquor	58.79		17,502.06
Check	10/7/2011	1583	Elizabeth Wine Liquor	4,844.98		12,657.08
Deposit	10/7/2011		receipts		1,184.00	13,841.08
Deposit	10/11/2011		receipts		1,366.00	15,207.08
Deposit	10/11/2011		receipts		2,501.00	17,708.08
Deposit	10/11/2011		receipts		1,002.00	18,710.08
Check	10/12/2011	1584	Elizabeth Wine Liquor	1,015.01		17,695.07
Deposit	10/12/2011		receipts		1,880.00	19,575.07
Check	10/13/2011	1585	Elizabeth Wine Liquor	3,691.55		15,883.52
Check	10/13/2011	auto	savings withdrawal limit fee/bank charges	12.00		15,871.52
Deposit	10/14/2011		receipts		1,906.00	17,777.52
Deposit	10/17/2011		receipts		1,122.00	18,899.52
Deposit	10/17/2011		receipts		1,560.00	20,459.52
Deposit	10/17/2011		receipts		1,326.00	21,785.52
Deposit	10/18/2011		receipts		940.00	22,725.52
Deposit	10/19/2011		receipts		1,107.00	23,832.52
Deposit	10/20/2011		receipts		1,263.00	25,095.52
Check	10/21/2011	1586	Elizabeth Wine Liquor	887.00		24,208.52
Check	10/21/2011	1587	Elizabeth Wine Liquor	5,130.86		19,077.66
Check	10/21/2011	1588	Elizabeth Wine & Liquor Inc.	4,246.76		14,830.90
Check	10/21/2011	1589	Elizabeth Wine Liquor Inc.	308.10		14,522.80
Check	10/21/2011	1590	Elizabeth Wine Liquor Inc.	687.89		13,834.91
Deposit	10/21/2011		receipts		757.00	14,591.91
Check	10/24/2011	auto	withdrawal limit fees/bank charges	12.00		14,579.91
Deposit	10/24/2011		receipts		2,023.00	16,602.91
Deposit	10/24/2011		receipts		1,488.00	18,090.91
Check	10/26/2011	cashiers	Elizabeth Wine Liquor Inc.	13,380.69		4,710.22
Deposit	10/26/2011		receipts		2,496.00	7,206.22
Deposit	10/26/2011		interest		0.69	7,206.91
Deposit	10/27/2011		receipts		1,808.00	9,014.91
Deposit	10/28/2011		receipts		891.00	9,905.91
Deposit	10/31/2011		receipts		1,322.00	11,227.91
Deposit	10/31/2011		receipts		3,255.00	14,482.91
Check	11/1/2011	1592	Nov. 2011 rent ESWL	8,500.00		5,982.91
Deposit	11/1/2011		receipts		810.00	6,792.91
Deposit	11/2/2011		receipts		1,015.00	7,807.91
Deposit	11/3/2011		receipts		1,017.00	8,824.91
Deposit	11/4/2011		receipts		900.00	9,724.91
Deposit	11/5/2011		receipts		1,504.00	11,228.91
Deposit	11/7/2011		receipts		1,955.00	13,193.91
Check	11/7/2011	1597	Elizabeth Wine Liquor	931.80		12,262.11
Check	11/7/2011	1598	Elizabeth Wine Liquor	2,063.20		10,198.91
Deposit	11/7/2011		receipts		1,356.00	11,554.91
Check	11/8/2011	1602	Elizabeth Wine Liquor	9,366.09		2,188.82
Deposit	11/8/2011		receipts		906.00	3,094.82

Dean K. Fong Chase Trust
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Type	Date	Num	Memo	Debit	Credit	Balance
Deposit	11/9/2011		receipts		961.00	4,055.82
Deposit	11/10/2011		receipts		1,162.00	5,217.82
Deposit	11/14/2011		receipts		1,615.00	6,832.82
Deposit	11/14/2011		receipts		2,145.00	8,978.82
Deposit	11/14/2011		receipts		1,275.00	10,253.82
Deposit	11/16/2011		receipts		1,117.00	11,370.82
Deposit	11/16/2011		receipts		924.00	12,294.82
Check	11/17/2011	1603	Elizabeth Wine Liquor invoice	2,611.50		9,683.32
Deposit	11/17/2011		receipts		1,018.00	10,701.32
Deposit	11/18/2011		receipts		1,199.00	11,900.32
Deposit	11/19/2011		receipts		2,318.00	14,218.32
Deposit	11/21/2011		receipt		1,717.00	15,935.32
Deposit	11/21/2011		receipts		1,740.00	17,675.32
Deposit	11/22/2011		receipts		1,338.00	19,013.32
Deposit	11/23/2011		receipts		1,517.00	20,530.32
Deposit	11/25/2011		receipts		4,122.00	24,652.32
Deposit	11/25/2011		interest		0.45	24,652.77
Deposit	11/28/2011		receipts		1,010.00	25,662.77
Deposit	11/28/2011		receipts		1,142.00	26,804.77
Check	11/28/2011	1604	Elizabeth Wine Liquor inv. 33030	3,099.32		23,705.45
Check	11/28/2011	1605	Elizabeth Wine Liquor inv. 64307835	484.35		23,221.10
Deposit	11/29/2011		receipts		1,838.00	25,059.10
Deposit	11/30/2011		receipts		909.00	25,968.10
Deposit	12/1/2011		receipts		958.00	26,926.10
Check	12/2/2011	1610	Sales Tax	4,044.52		22,881.58
Check	12/2/2011	1611	Sales Tax	3,332.30		19,549.28
Check	12/2/2011	1612	Sales Tax	2,929.90		16,619.38
Check	12/2/2011	1613	Sales Tax	2,037.70		14,581.68
Check	12/2/2011	1614	941 ESWL 3rd Qtr	1,484.52		13,097.16
Check	12/2/2011	1615	ESWL/NYS45 3rd QTR	585.87		12,511.29
Check	12/2/2011	1616	06-27236 6 ESWL	107.81		12,403.48
Check	12/2/2011	1617	MTA-305 ESW	29.23		12,374.25
Deposit	12/2/2011		receipts		892.00	13,266.25
Deposit	12/5/2011		receipts		1,011.00	14,277.25
Deposit	12/5/2011		receipts		1,399.00	15,676.25
Check	12/5/2011	1618	ESWL Dec. 2011 rent	8,500.00		16,436.25
Check	12/5/2011	1619	ESWL payroll 7/25-10/23/11	4,491.19		7,936.25
Check	12/5/2011	1620	inv.99772 ESWL	972.00		6,445.06
Deposit	12/5/2011		receipts		300.00	2,473.06
Check	12/5/2011	1621	Inv. 4004012 ESWL	1,649.45		2,773.06
Deposit	12/6/2011		receipts		982.00	1,123.61
Deposit	12/7/2011		receipts		955.00	2,105.61
Deposit	12/8/2011		receipts		742.00	3,060.61
Deposit	12/9/2011		receipts		1,204.00	3,802.61
Check	12/12/2011	1622	ESWL invoice	1,323.93		5,006.61
Check	12/12/2011	1623	Eliz. Wine Liquor advertisement	168.00		3,682.68
Check	12/12/2011	1624	Eliz. Wine Liquor payroll 7/25-8/23/11	821.37		3,514.68
Deposit	12/12/2011		receipts		1,600.00	2,693.31
						4,293.31

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Deposit	12/13/2011		receipts		1,188.00	5,481.31
Deposit	12/14/2011		receipts		1,092.00	6,573.31
Deposit	12/16/2011		receipts		4,086.00	10,659.31
Check	12/17/2011		Elizabeth Wine Liquor invoice	10,000.00		659.31
Deposit	12/23/2011		interest		0.37	659.68
Deposit	12/27/2011		receipts		8,989.00	9,648.68
Deposit	12/27/2011		receipts		8,990.00	18,638.68
Deposit	12/27/2011		receipts		4,050.00	22,688.68
Check	12/28/2011		inv. 33362, 33367	14,256.00		8,432.68
Check	12/28/2011	1625	inv. 33364	3,576.39		4,856.29
Check	12/28/2011	1626	inv. 7772, 8442	1,656.00		3,200.29
Check	12/28/2011	1627	Eliz. Wine Liquor inv.	1,187.00		2,013.29
Check	12/28/2011	1628	receipts		9,000.00	11,013.29
Deposit	12/30/2011	1629	Diamond Hong invoice	8,383.49		2,629.80
Check	12/30/2011	1630	ESWL Diamond Hong invoice	356.39		2,273.41
Deposit	12/30/2011		receipts		5,851.00	8,124.41
Check	12/2/2012		Deposit		9,000.00	17,124.41
Check	1/3/2012	1631	ESWL	8,820.26		8,304.15
Deposit	1/3/2012		receipts		5,457.00	13,761.15
Deposit	1/4/2012		receipts		4,012.00	17,773.15
Check	1/4/2012	1636	ESWL invoice	2,586.66		15,186.49
Check	1/4/2012	1637	ESWL accountant fees	5,250.00		9,936.49
Check	1/4/2012	1638	Eliz. Wine Liquor rent	8,500.00		1,436.49
Deposit	1/6/2012		Deposit		2,033.00	3,469.49
Deposit	1/9/2012		receipts		2,406.00	5,875.49
Deposit	1/9/2012		receipts		1,391.00	7,266.49
Check	1/9/2012	1642	ESWL liquor invoice	2,651.80		4,614.69
Check	1/9/2012	1643	ESWL	441.56		4,173.13
Deposit	1/10/2012		receipts		1,302.00	5,475.13
Deposit	1/11/2012		receipts		1,562.00	7,037.13
Deposit	1/12/2012		receipts		9,211.00	16,248.13
Deposit	1/13/2012		receipts		1,288.00	17,536.13
Deposit	1/17/2012		receipts		1,377.00	18,913.13
Deposit	1/17/2012		receipts		1,218.00	20,131.13
Deposit	1/17/2012		receipts		1,736.00	21,867.13
Check	1/17/2012	1644	ESWL invoice 1108668	3,633.72		18,233.41
Check	1/17/2012	1645	ESWL inv. 33593	4,431.82		13,801.59
Check	1/17/2012	1646	ESWL inv. 1000395	1,220.00		12,581.59
Check	1/17/2012	1647	ESWL inv. 1111061	2,075.85		10,505.74
Deposit	1/17/2012		receipts		1,831.00	12,336.74
Check	1/17/2012	auto	bank fees	12.00		12,324.74
Deposit	1/18/2012		receipts		1,489.00	13,813.74
Deposit	1/18/2012		receipts		1,486.00	15,299.74
Deposit	1/19/2012		receipts		2,153.00	17,452.74
Deposit	1/20/2012		receipts		2,346.00	19,798.74
Check	1/20/2012	1648	ESWL inv	4,815.16		14,983.58
Deposit	1/20/2012		receipts		3,843.00	18,826.58
Check	1/20/2012	auto debit	Bank fees	12.00		18,814.58
Deposit	1/23/2012		receipt		1,906.00	20,720.58

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Type	Date	Num	Memo	Debit	Credit	Balance
Deposit	1/24/2012					23,505.58
Check	1/25/2012	1649	receipts	821.36	2,785.00	22,684.22
Check	1/25/2012	1650	ESWL payroll 10/30-12/18/11	2,201.57		20,482.65
Check	1/25/2012	1651	ESWL payroll 10/30-12/18/11	2,850.98		17,631.67
Deposit	1/25/2012		receipts		1,545.00	19,176.67
Check	1/25/2012	auto debit	Bank fees	12.00		19,164.67
Deposit	1/26/2012		interest		0.53	19,165.20
Deposit	1/26/2012		receipts		1,077.00	20,242.20
Deposit	1/27/2012		receipts		917.00	21,159.20
Deposit	1/27/2012		receipts		1,020.00	22,179.20
Check	1/30/2012	1652	ESWL inv. 33754	4,459.95		17,719.25
Deposit	1/30/2012		receipts		2,418.00	20,137.25
Check	1/31/2012	1653	ESWL	2,772.65		17,364.60
Check	1/31/2012	1654	ESWL rent	8,500.00		8,864.60
Check	1/31/2012	1655	ESWL acct.40-1011-3618-0000-8	1,866.28		6,998.32
Check	1/31/2012	1656	ESWL	2,079.40		4,918.92
Deposit	1/31/2012		receipts		1,044.00	5,962.92
Check	2/1/2012	1657	C	2,030.76		3,932.16
Check	2/1/2012	1658	ESWL 940-V 2011	246.44		3,685.72
Check	2/1/2012	1659	ESWL EIN 13 4175917 NYS45	623.10		3,062.62
Check	2/1/2012	1660	ESWL MTA 305 4th Qtr. 2011	38.62		3,024.00
Deposit	2/1/2012		receipts		1,221.00	4,245.00
Check	2/1/2012	1673	ESWL advertising	178.00		4,067.00
Check	2/1/2012	1674	ESWL inv.	3,069.25		997.75
Deposit	2/2/2012		receipts		766.00	1,763.75
Deposit	2/3/2012		receipts		2,030.00	3,793.75
Deposit	2/6/2012		receipts		1,149.00	4,942.75
Deposit	2/6/2012		receipts		957.00	5,899.75
Deposit	2/6/2012		receipts		1,222.00	7,121.75
Check	2/7/2012	1667	ESWL	4,784.65		2,337.10
Deposit	2/7/2012		receipts		1,016.00	3,353.10
Deposit	2/8/2012		receipts		1,146.00	4,499.10
Deposit	2/9/2012		receipts		760.00	5,259.10
Check	2/10/2012	1668	12/19/11-1/22/12	1,666.28		3,592.82
Check	2/10/2012	1669	12/19/11-1/22/12	792.93		2,799.89
Deposit	2/10/2012		receipts		860.00	3,659.89
Deposit	2/13/2012		receipts		623.00	4,282.89
Deposit	2/13/2012		receipts		1,069.00	5,351.89
Deposit	2/13/2012		receipts		1,007.00	6,358.89
Check	2/13/2012	1670	ESWL inv. 33886, 33890	3,320.00		3,038.89
Deposit	2/14/2012		receipts		858.00	3,896.89
Deposit	2/15/2012		receipts		1,046.00	4,942.89
Check	2/16/2012	1672	ESWL Computer System Installation Set-up	3,037.61		1,905.28
Deposit	2/16/2012		receipts		858.00	2,763.28
Check	2/16/2012	auto debit	bank fees	12.00		2,751.28
Deposit	2/17/2012		receipts		620.00	3,371.28
Deposit	2/20/2012		receipts		1,174.00	4,545.28
Deposit	2/20/2012		receipts		1,666.00	6,211.28
Deposit	2/21/2012		receipts		2,046.00	8,257.28

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Type	Date	Num	Memo	Debit	Credit	Balance
Deposit	2/22/2012		receipts		829.00	9,086.28
Deposit	2/22/2012		Interest		0.30	9,086.58
Deposit	2/23/2012		receipts		1,005.00	10,091.58
Check	2/24/2012	1676	ESWL inv. 34000, 34004	9,347.50		744.08
Deposit	2/24/2012		receipts		724.00	1,468.08
Deposit	2/27/2012		receipts		1,147.00	2,615.08
Deposit	2/27/2012		receipts		1,135.00	3,750.08
Deposit	2/28/2012		receipts		2,053.00	5,803.08
Deposit	2/29/2012		receipts		938.00	6,741.08
Check	3/1/2012	1683	ESWL part March 2012 rent	2,500.00		4,241.08
Deposit	3/1/2012		receipts		507.00	4,748.08
Deposit	3/2/2012		receipts		1,881.00	6,629.08
Deposit	3/5/2012		receipts		1,050.00	7,679.08
Check	3/5/2012	1684	payroll 12/19/11 to 1/22/12	1,789.30		5,889.78
Check	3/5/2012	1685	ESWL	223.76		5,666.02
Deposit	3/5/2012		receipts		1,221.00	6,887.02
Check	3/5/2012	1686	ESWL inv. 1200488	1,032.00		5,855.02
Check	3/5/2012	1687	ESWL inv. 1200487	2,666.82		3,188.20
Deposit	3/5/2012		receipts		675.00	3,863.20
Deposit	3/6/2012		receipts		1,638.00	5,501.20
Deposit	3/7/2012		receipts		897.00	6,398.20
Deposit	3/8/2012		receipts		985.00	7,383.20
Deposit	3/9/2012		receipts		889.00	8,272.20
Deposit	3/12/2012		receipts		1,470.00	9,742.20
Deposit	3/12/2012		receipts		1,106.00	10,848.20
Deposit	3/12/2012		receipts		939.00	11,787.20
Deposit	3/13/2012		receipts		1,115.00	12,902.20
Check	3/14/2012	1688	ESWL carterer	22.87		12,879.33
Check	3/14/2012	1689	ESWL inv. 34202	6,838.50		6,040.83
Deposit	3/14/2012		receipts		1,076.00	7,116.83
Deposit	3/15/2012		receipts		582.00	7,698.83
Deposit	3/16/2012		receipts		702.00	8,400.83
Deposit	3/19/2012		receipts		763.00	9,163.83
Deposit	3/19/2012		receipts		1,287.00	10,450.83
Check	3/19/2012	Cashiers	ESWL inv. 4128257	5,337.14		5,113.69
Check	3/19/2012	1690	ESWL inv. 1110321	1,791.00		3,322.69
Deposit	3/19/2012		receipts		920.00	4,242.69
Deposit	3/20/2012		receipts		1,096.00	5,338.69
Deposit	3/21/2012		receipts		921.00	6,259.69
Deposit	3/22/2012		receipts		1,030.00	7,289.69
Deposit	3/23/2012		receipts		701.00	7,990.69
Deposit	3/26/2012		receipts		705.00	8,695.69
Deposit	3/26/2012		receipts		1,046.00	9,741.69
Deposit	3/26/2012		receipts		1,113.00	10,854.69
Deposit	3/27/2012		receipts		1,023.00	11,877.69
Deposit	3/28/2012		receipts		748.00	12,625.69
Deposit	3/30/2012		receipts		714.00	13,339.69
Deposit	4/2/2012		receipts		1,263.00	14,602.69
Deposit	4/2/2012		receipts		1,571.00	16,173.69

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Type	Date	Num	Memo	Debit	Credit	Balance
Check	4/2/2012	1695	ESWL April 2012 rent	8,500.00		7,673.69
Check	4/2/2012	1696	ESWL inv. 34328	2,870.93		4,802.76
Check	4/3/2012	1703	ESWL sales taxes 3/1-3/31/12	3,097.11		1,705.65
Deposit	4/3/2012		receipts		1,247.00	2,952.65
Deposit	4/4/2012		receipts		1,123.00	4,075.65
Deposit	4/5/2012		receipts		948.00	5,023.65
Deposit	4/10/2012		receipts		3,544.00	8,567.65
Deposit	4/16/2012		receipts		1,486.00	10,053.65
Check	4/16/2012	1704	inv. 34464	4,058.06		5,995.59
Deposit	4/19/2012		receipts		508.00	6,503.59
Deposit	4/19/2012		receipts		2,212.00	8,715.59
Check	4/20/2012	1705	ESWL inv.	2,335.01		6,380.58
Deposit	4/20/2012		receipts		1,182.00	7,562.58
Deposit	4/20/2012		receipts		860.00	8,422.58
Deposit	4/23/2012		receipts		1,329.00	9,751.58
Deposit	4/23/2012		receipts		760.00	10,511.58
Deposit	4/25/2012		receipts		900.00	11,411.58
Deposit	4/25/2012		receipts		729.00	12,140.58
Deposit	4/25/2012		receipts		658.00	12,798.58
Deposit	4/26/2012		receipts		1,141.00	13,939.58
Deposit	4/30/2012		receipts		1,271.00	15,210.58
Deposit	4/30/2012		receipts		997.00	16,207.58
Check	4/30/2012	1706	ESWL May 2012 rent	8,500.00		7,707.58
Check	4/30/2012	1707	ESWL inv. 34573	2,743.80		4,963.78
Deposit	5/1/2012		receipts		2,125.00	7,088.78
Check	5/2/2012	1714	ESWL Form 941 EIN 13-4175917	1,638.92		5,449.86
Check	5/2/2012	1715	ESWL NYS45 EIN 13-4175917	902.70		4,547.16
Check	5/2/2012	1716	ESWL MTA305 EIN 13 4175917	32.36		4,514.80
Deposit	5/3/2012		receipts		1,083.00	5,597.80
Deposit	5/4/2012		receipts		742.00	6,339.80
Deposit	5/7/2012		receipts		761.00	7,100.80
Deposit	5/7/2012		receipts		1,040.00	8,140.80
Check	5/8/2012	1717	ESWL payroll 1/23 - 4/1/12	1,276.19		6,864.61
Check	5/8/2012	1718	ESWL payroll 1/23 - 4/1/12	1,878.91		4,985.70
Check	5/8/2012	1719	ESWL payroll 1/23 - 4/1/12	2,471.49		2,514.21
Deposit	5/8/2012		receipts		1,166.00	3,680.21
Deposit	5/9/2012		receipts		966.00	4,646.21
Deposit	5/14/2012		receipts		2,155.00	6,801.21
Deposit	5/14/2012		receipts		1,053.00	7,854.21
Check	5/14/2012	1722	ESWL inv. 34704	3,546.16		4,308.05
Deposit	5/15/2012		receipts		1,386.00	5,694.05
Deposit	5/16/2012		receipts		662.00	6,356.05
Deposit	5/17/2012		receipts		837.00	7,193.05
Deposit	5/29/2012		receipts		2,687.00	9,880.05
Deposit	5/30/2012		receipts		781.00	10,661.05
Deposit	5/31/2012		receipts		531.00	11,192.05
Check	6/1/2012	1724	ESWL June rent	8,500.00		2,692.05
Deposit	6/1/2012		receipts		499.00	3,191.05
Deposit	6/4/2012		receipts		854.00	4,045.05

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Type	Date	Num	Memo	Debit	Credit	Balance
Deposit	6/4/2012		receipts		2,002.00	6,047.05
Deposit	6/4/2012		receipts		710.00	6,757.05
Deposit	6/5/2012		receipts		923.00	7,680.05
Check	6/5/2012	1731	ESWL inv. 34867	2,873.30		4,806.75
Deposit	6/6/2012		receipts		844.00	5,650.75
Deposit	6/7/2012		receipts		615.00	6,265.75
Deposit	6/8/2012		receipts		744.00	7,009.75
Deposit	6/11/2012		receipts		778.00	7,787.75
Deposit	6/11/2012		receipts		862.00	8,649.75
Deposit	6/11/2012		receipts		694.00	9,343.75
Check	6/11/2012	1732	ESWL 3/1/12-5/31/12 13-4175917	2,507.89		6,835.86
Deposit	6/12/2012		receipts		923.00	7,758.86
Deposit	6/13/2012		receipts		514.00	8,272.86
Deposit	6/14/2012		receipts		895.00	9,167.86
Check	6/15/2012	1733	ESWL inv. 34961	2,284.01		6,883.85
Check	6/15/2012	1734	ESWL inv. 11527, 11604, 12080	2,888.00		3,995.85
Check	6/15/2012	cashiers	ESWL inv. 4234115	2,460.20		1,535.65
Deposit	6/15/2012		receipts		524.00	2,059.65
Deposit	6/18/2012		receipts		818.00	2,877.65
Deposit	6/18/2012		receipts		598.00	3,475.65
Deposit	6/18/2012		receipts		1,018.00	4,493.65
Deposit	6/19/2012		receipts		1,327.00	5,820.65
Deposit	6/20/2012		receipts		807.00	6,627.65
Deposit	6/21/2012		receipts		765.00	7,392.65
Deposit	6/22/2012		receipts		414.00	7,806.65
Deposit	6/25/2012		receipts		692.00	8,498.65
Deposit	6/25/2012		receipts		1,223.00	9,721.65
Check	6/26/2012	Cashiers	ESWL inv. 4254769	3,720.00		6,001.65
Deposit	6/26/2012		receipts		2,095.00	8,096.65
Deposit	6/27/2012		receipts		668.00	8,764.65
Deposit	6/28/2012		receipts		681.00	9,445.65
Deposit	6/29/2012		receipts		1,224.00	10,669.65
Deposit	7/2/2012		receipts		838.00	11,507.65
Deposit	7/2/2012		receipts		1,303.00	12,810.65
Check	7/2/2012	1742	ESWL July 2012 rent and real estate taxes	9,306.59		3,504.06
Deposit	7/2/2012		receipts		753.00	4,257.06
Deposit	7/3/2012		receipts		784.00	5,041.06
Deposit	7/5/2012		receipts		699.00	5,740.06
Deposit	7/6/2012		receipts		408.00	6,148.06
Deposit	7/9/2012		receipts		936.00	7,084.06
Deposit	7/9/2012		receipts		662.00	7,746.06
Deposit	7/9/2012		receipts		553.00	8,299.06
Deposit	7/10/2012		receipts		1,022.00	9,321.06
Check	7/10/2012	1745	ESWL	1,756.00		7,563.06
Deposit	7/11/2012		receipts		583.00	8,146.06
Deposit	7/12/2012		receipts		538.00	8,684.06
Check	7/13/2012	1753	ESWL 6/1- 6/30/12 /Sales Tax	2,673.06		6,011.00
Check	7/13/2012	1754	ESWL L-038223383-3/sales tax	247.28		5,763.72
Deposit	7/13/2012		receipts		675.00	6,438.72

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Type	Date	Num	Memo	Debit	Credit	Balance
Deposit	7/16/2012		receipts		678.00	7,116.72
Deposit	7/16/2012		receipts		696.00	7,812.72
Deposit	7/16/2012		receipts		387.00	8,199.72
Deposit	7/18/2012		receipts		538.00	8,737.72
Deposit	7/19/2012		receipts		1,616.00	10,353.72
Check	7/20/2012	1755	ESWL inv. #35225	8,409.47		1,944.25
Deposit	7/20/2012		receipts		440.00	2,384.25
Deposit	7/23/2012		receipts		989.00	3,373.25
Deposit	7/23/2012		receipts		878.00	4,251.25
Deposit	7/23/2012		receipts		613.00	4,864.25
Deposit	7/24/2012		receipts		913.00	5,777.25
Deposit	7/25/2012		receipts		707.00	6,484.25
Deposit	7/26/2012		receipts		1,062.00	7,546.25
Deposit	7/30/2012		receipts		1,716.00	9,262.25
Deposit	7/30/2012		receipts		898.00	10,160.25
Deposit	7/30/2012		receipts		864.00	11,024.25
Deposit	7/31/2012		receipts		859.00	11,883.25
Check	7/31/2012	1756	ESWL acct. # 40-1011-3618-000-8	857.53		11,025.72
Check	7/31/2012	1757	ESWL inv. 1160406	681.60		10,344.12
Check	7/31/2012	1758	ESWL inv. 1206886	1,338.68		9,005.44
Check	7/31/2012	1759	ESWL 1206885	432.00		8,573.44
Check	8/1/2012	1766	ESWL August 2012 rent	8,500.00		73.44
Deposit	8/1/2012		receipts		358.00	431.44
Deposit	8/2/2012		receipts		616.00	1,047.44
Deposit	8/3/2012		receipts		603.00	1,650.44
Deposit	8/6/2012		receipts		684.00	2,334.44
Deposit	8/6/2012		receipts		987.00	3,321.44
Deposit	8/6/2012		receipts		414.00	3,735.44
Deposit	8/7/2012		receipts		890.00	4,625.44
Deposit	8/8/2012		receipts		757.00	5,382.44
Check	8/8/2012	1767	EIN ...5917	2,108.08		3,274.36
Deposit	8/9/2012		receipts		739.00	4,013.36
Deposit	8/10/2012		receipts		883.00	4,896.36
Deposit	8/13/2012		receipts		741.00	5,637.36
Deposit	8/13/2012		receipts		878.00	6,515.36
Deposit	8/13/2012		receipts		527.00	7,042.36
Deposit	8/14/2012		receipts		2,163.00	9,205.36
Deposit	8/15/2012		receipts		768.00	9,973.36
Check	8/16/2012	1769	ESWL inv. #35428	4,692.86		5,280.50
Deposit	8/16/2012		receipts		635.00	5,915.50
Deposit	8/17/2012		receipts		946.00	6,861.50
Deposit	8/20/2012		receipts		686.00	7,547.50
Deposit	8/20/2012		receipts		1,704.00	9,251.50
Deposit	8/20/2012		receipts		813.00	10,064.50
Deposit	8/20/2012		receipts	0.00		10,064.50
Deposit	8/21/2012		receipts		666.00	10,730.50
Check	8/22/2012	1771	ESWL	564.11		10,166.39
Check	8/22/2012	1772	ESWL inv. 35463	1,947.14		8,219.25
Check	8/22/2012	1773	ESWL inv. nyc13074	1,224.00		6,995.25

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Type	Date	Numb	Memo	Debit	Credit	Balance
Check	8/22/2012	1774	ESWL inv. nyc 13032	552.00		6,443.25
Check	8/22/2012	1775	ESWL inv. 80-1180-154	521.60		5,921.65
Check	8/22/2012	1776	ESWL inv. 1205791	1,748.96		4,172.69
Deposit	8/22/2012		receipts		535.00	4,707.69
Deposit	8/23/2012		receipts		1,371.00	6,078.69
Deposit	8/24/2012		receipts		867.00	6,945.69
Deposit	8/27/2012		receipts		1,330.00	8,275.69
Deposit	8/27/2012		receipts		756.00	9,031.69
Deposit	8/28/2012		receipts		1,480.00	10,511.69
Deposit	8/29/2012		receipts		1,179.00	11,690.69
Deposit	8/30/2012		receipts		856.00	12,546.69
Deposit	8/31/2012		receipts		661.00	13,207.69
Check	9/4/2012	1777	ESWL inv. 25554	2,632.70		10,574.99
Check	9/4/2012	1778	ESWL inv.	1,371.00		9,203.99
Check	9/4/2012	1787	ESWL September 2012 rent	8,500.00		703.99
Deposit	9/4/2012		receipts		1,171.00	1,874.99
Check	9/4/2012		ESWL	2,233.50		2,767.99
Deposit	9/4/2012	1790	receipts		1,648.00	534.49
Deposit	9/5/2012		receipts		812.00	2,182.49
Deposit	9/6/2012		receipts		618.00	2,994.49
Deposit	9/7/2012		receipts		685.00	3,612.49
Deposit	9/10/2012		receipts		644.00	4,297.49
Deposit	9/10/2012		receipts		954.00	4,941.49
Deposit	9/10/2012		receipts		527.00	5,895.49
Check	9/10/2012	1792	ESWL inv. 35639	5,136.85		6,422.49
Deposit	9/11/2012		receipts		641.00	1,285.64
Deposit	9/12/2012		receipts		695.00	1,926.64
Deposit	9/13/2012		receipts		965.00	2,621.64
Check	9/14/2012	1793	13-4175917/ESWL estimated corp. tax	316.00		3,586.64
Check	9/14/2012	1794	ESWL Sales Tax/13-4175917/ST810	2,604.19		3,270.64
Check	9/14/2012	1795	ESWL/temp ID002745801 liquor license tax	454.92		666.45
Deposit	9/14/2012		receipts		592.00	211.53
Deposit	9/17/2012		receipts		694.00	803.53
Deposit	9/17/2012		receipts		1,596.00	1,497.53
Deposit	9/17/2012		receipts		1,053.00	3,093.53
Check	9/17/2012	1796	payroll 4/2/12 - 6/10/12	3,641.92		4,146.53
Deposit	9/18/2012		bank fee refund		60.00	504.61
Deposit	9/19/2012		receipts		1,820.00	564.61
Check	9/19/2012	1797	4/2/12 - 6/10/12 payroll	1,613.30		2,384.61
Deposit	9/19/2012		receipts		325.00	771.31
Deposit	9/20/2012		receipts		766.00	1,097.31
Deposit	9/21/2012		receipts		861.00	1,863.31
Deposit	9/24/2012		receipts		1,344.00	2,724.31
Deposit	9/24/2012		receipts		1,819.00	4,068.31
Deposit	9/25/2012		receipts		769.00	5,887.31
Check	9/26/2012	1798	ESWL inv. 35784	5,632.40		6,656.31
Deposit	9/27/2012		receipts		779.00	1,023.91
Deposit	9/27/2012		receipts		724.00	1,802.91

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Type	Date	Nm	Memo	Debit	Credit	Balance
Deposit	9/28/2012		receipts		1,223.00	3,749.91
Deposit	10/1/2012		receipts		826.00	4,575.91
Deposit	10/1/2012		receipts		1,192.00	5,767.91
Deposit	10/1/2012		receipts		517.00	6,284.91
Deposit	10/3/2012		receipts		1,000.00	7,284.91
Deposit	10/4/2012		receipts		549.00	7,833.91
Deposit	10/4/2012		receipts		960.00	8,793.91
Check	10/5/2012	1806	ESWL Oct. 2012 rent	8,500.00		293.91
Deposit	10/5/2012		receipts		751.00	1,044.91
Deposit	10/9/2012		receipts		526.00	1,570.91
Deposit	10/9/2012		receipts		1,392.00	2,962.91
Deposit	10/9/2012		receipts		834.00	3,796.91
Check	10/9/2012	1809	ESWL Floor and Tile Repair	650.00		3,146.91
Check	10/9/2012	1810	ESWL 40-1611-3618-0000-8	2,000.36		1,146.55
Check	10/9/2012	1811	ESWL	667.50		479.05
Check	10/9/2012	1812	ESWL Journal Advertisement	175.00		304.05
Deposit	10/9/2012		receipts		768.00	1,072.05
Deposit	10/10/2012		receipts		512.33	1,584.38
Deposit	10/11/2012		receipts		418.00	2,002.38
Deposit	10/12/2012		receipts		987.00	2,989.38
Deposit	10/15/2012		receipts		1,564.00	4,553.38
Deposit	10/15/2012		receipts		794.00	5,347.38
Deposit	10/15/2012		receipts		1,248.00	6,595.38
Deposit	10/16/2012		receipts		1,195.00	7,790.38
Deposit	10/17/2012		receipts		729.00	8,519.38
Check	10/17/2012	1814	ESWL inv. 14359	1,744.00		6,775.38
Check	10/17/2012	1815	ESWL inv.	1,007.50		5,767.88
Check	10/18/2012	1816	ESWL	2,710.79		3,057.09
Deposit	10/18/2012		receipts		914.00	3,971.09
Deposit	10/19/2012		receipts		420.00	4,391.09
Check	10/19/2012	1817	ESWL inv. 36034	3,755.12		635.97
Deposit	10/22/2012		receipts		677.00	1,312.97
Deposit	10/22/2012		receipts		1,176.00	2,488.97
Check	10/22/2012	1818	ESWL Inv. 56053			1,989.81
Deposit	10/22/2012		receipts	519.16		2,820.81
Deposit	10/24/2012		receipts		1,734.00	4,554.81
Check	10/25/2012	1819	ESWL	3,387.04		1,167.77
Deposit	10/25/2012		receipts		700.00	1,867.77
Deposit	10/26/2012		receipts		698.00	2,565.77
Deposit	10/29/2012		receipts		1,486.00	4,051.77
Deposit	10/29/2012		receipts		1,350.00	5,401.77
Check	10/29/2012	1821	ESWL inv. 36110	2,415.62		2,986.15
Deposit	11/5/2012		receipts		1,518.00	4,504.15
Deposit	11/5/2012		receipts		848.00	5,352.15
Deposit	11/5/2012		receipts		870.00	6,222.15
Deposit	11/6/2012		receipts		684.00	6,906.15
Deposit	11/7/2012		receipts		735.00	7,641.15
Deposit	11/8/2012		receipts		919.00	8,560.15
Deposit	11/9/2012		receipts		704.00	9,264.15

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Check	11/9/2012	1828	ESWL Nov. 2012 rent	8,755.00		509.15
Deposit	11/12/2012		receipts		1,028.00	1,537.15
Deposit	11/13/2012		receipts		2,874.00	4,411.15
Deposit	11/14/2012		receipts		683.00	5,094.15
Deposit	11/15/2012		receipts		476.00	5,570.15
Deposit	11/16/2012		receipts		775.00	6,345.15
Deposit	11/19/2012		receipts		827.00	7,172.15
Deposit	11/19/2012		receipts		809.00	7,981.15
Check	11/19/2012	1832	ESWL inv. 36357 & 36371	4,420.54		3,560.61
Deposit	11/19/2012		receipts		1,403.00	4,963.61
Check	11/20/2012	1833	ESWL inv.	3,886.66		1,076.95
Deposit	11/20/2012		receipts		886.00	1,962.95
Deposit	11/21/2012		receipts		996.00	2,958.95
Check	11/23/2012	1834	Inv. 80-1211139	1,159.60		1,799.35
Deposit	11/23/2012		receipts		2,818.00	4,617.35
Deposit	11/26/2012		receipts		695.00	5,312.35
Deposit	11/26/2012		receipts		1,450.00	6,762.35
Deposit	11/26/2012		receipts		837.00	7,599.35
Check	11/27/2012	1835	ESWL	3,035.58		4,563.77
Deposit	11/27/2012		receipts		922.00	5,485.77
Deposit	11/28/2012		receipts		615.00	6,100.77
Deposit	11/29/2012		receipts		1,481.77	7,581.77
Deposit	11/30/2012		receipts		1,128.00	8,709.77
Deposit	12/3/2012		receipts		1,089.00	9,798.77
Deposit	12/3/2012		receipts		1,149.00	10,947.77
Deposit	12/3/2012		receipts		894.00	11,841.77
Deposit	12/4/2012		receipts		1,053.00	12,894.77
Deposit	12/5/2012		receipts		837.00	13,731.77
Check	12/5/2012	1836	ESWL Dec. 2012 rent	8,755.00		4,976.77
Check	12/5/2012	1837	ESWL payroll 7/9-8/26/12	2,573.91		2,402.86
Check	12/5/2012	1838	ESWL inv. 36552	607.66		1,795.20
Deposit	12/6/2012		receipts		638.00	2,433.20
Deposit	12/7/2012		deposit		608.00	3,041.20
Deposit	12/10/2012		receipts		1,340.00	4,381.20
Deposit	12/10/2012		receipts		1,343.00	5,724.20
Check	12/10/2012	1846	ESWL inv. 4451834	2,909.45		2,814.75
Deposit	12/10/2012		receipts		760.00	3,574.75
Check	12/11/2012	1847	ESWL inv. 36613	1,081.58		2,493.17
Deposit	12/12/2012		receipts		2,189.00	4,682.17
Deposit	12/13/2012		receipts		1,440.00	6,122.17
Deposit	12/14/2012		receipts		1,511.00	7,633.17
Deposit	12/17/2012		receipts		1,191.00	8,824.17
Deposit	12/17/2012		receipts		1,494.00	10,318.17
Check	12/17/2012	1849	ESWL 9/1 - 11/30/12	2,665.87		7,652.30
Deposit	12/17/2012		receipts		884.00	8,536.30
Deposit	12/18/2012		receipts		924.00	9,460.30
Deposit	12/19/2012		receipts		1,052.00	10,512.30
Check	12/20/2012	1850	ESWL inv. 42590	1,768.00		8,744.30
Deposit	12/20/2012		receipts		1,464.00	10,208.30

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Type	Date	Num	Memo	Debit	Credit	Balance
Check	12/21/2012	1851	ESWL	3,660.63		6,547.67
Check	12/21/2012	1852	ESWL	1,549.70		4,997.97
Deposit	12/21/2012		receipts		1,158.00	6,155.97
Deposit	12/24/2012		receipts		1,138.00	7,293.97
Deposit	12/24/2012		receipts		1,954.00	9,247.97
Deposit	12/24/2012		receipts		1,462.00	10,709.97
Check	12/26/2012	1853	ESWL inv. 4478512	2,685.54		8,024.43
Check	12/26/2012	1854	ESWL inv. 1211183	3,969.67		4,054.76
Deposit	12/27/2012		receipts		2,635.00	6,689.76
Deposit	12/28/2012		receipts		1,036.00	7,725.76
Deposit	12/31/2012		receipts		996.00	8,721.76
Deposit	12/31/2012		receipts		1,379.00	10,100.76
Deposit	12/31/2012		receipts		2,533.00	12,633.76
Check	1/2/2013	1855	ESWL inv. 36640 & 36858	3,490.36		9,143.40
Deposit	1/2/2013		receipts		3,303.00	12,446.40
Deposit	1/3/2013		receipts		825.00	13,271.40
Deposit	1/4/2013		receipts		816.00	14,087.40
Check	1/7/2013	1862	ESWL Jan. 2013 rent	8,755.00		5,332.40
Deposit	1/7/2013		receipts		401.00	5,733.40
Deposit	1/7/2013		receipts		871.00	6,604.40
Deposit	1/7/2013		receipts		531.00	7,135.40
Check	1/7/2013	1863	ESWL inv. 4498718	2,107.08		5,028.32
Deposit	1/8/2013		receipts		866.00	5,894.32
Deposit	1/9/2013		receipts		644.00	6,538.32
Check	1/9/2013	1867	ESWL inv. 36973 et al.	4,523.03		2,015.29
Deposit	1/10/2013		receipts		671.00	2,686.29
Deposit	1/11/2013		receipts		803.00	3,489.29
Deposit	1/14/2013		receipts		764.00	4,253.29
Deposit	1/14/2013		receipts		2,230.00	6,483.29
Check	1/16/2013	1868	ST809 12/1 to 12/31/12	3,981.41		2,501.88
Deposit	1/16/2013		receipts		1,630.00	4,131.88
Check	1/17/2013	1869	ESWL inv. 37073, 37077	2,535.50		1,596.38
Deposit	1/17/2013		receipts		600.00	2,196.38
Deposit	1/18/2013		receipts		911.00	3,107.38
Deposit	1/22/2013		receipts		986.00	4,093.38
Deposit	1/23/2013		receipts		3,909.00	8,002.38
Deposit	1/24/2013		receipts		1,198.00	9,200.38
Deposit	1/25/2013		receipts		513.00	9,713.38
Deposit	1/28/2013		receipts		2,352.00	12,065.38
Deposit	1/28/2013		receipts		769.00	12,834.38
Check	1/29/2013	1870	ESWL inv.	4,458.94		8,375.44
Deposit	1/30/2013		receipts		1,787.00	10,162.44
Check	1/31/2013	1871	ESWL Feb. 2013 rent	8,755.00		1,407.44
Deposit	2/1/2013		receipts		638.00	2,045.44
Deposit	2/1/2013		receipts		902.00	2,947.44
Deposit	2/4/2013		receipts		1,521.00	4,468.44
Deposit	2/4/2013		receipts		3,365.00	7,833.44
Deposit	2/5/2013		receipts		1,269.00	9,102.44
Deposit	2/6/2013		receipts		833.00	9,935.44

Dean K. Fong Chase Trust
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Type	Date	Num	Memo	Debit	Credit	Balance
Check	2/7/2013	1879	ESWL inv. 37283	3,793.50		6,141.94
Check	2/7/2013	1880	ESWL inv. 1212729	4,562.51		1,579.43
Deposit	2/7/2013		receipts		944.00	2,523.43
Deposit	2/8/2013		receipts		1,983.00	4,506.43
Deposit	2/12/2013		receipts		3,506.00	8,012.43
Deposit	2/14/2013		receipts		1,310.00	9,322.43
Deposit	2/19/2013		receipts		2,557.00	11,879.43
Deposit	2/19/2013		receipts		938.00	12,817.43
Check	2/20/2013	1883	ESWL inv. NYC16763 & NYC17258	3,220.00		9,597.43
Check	2/20/2013	1884	ESWL inv. 37447	4,873.10		4,724.33
Check	2/21/2013	1885	ESWL 13-4175917 ST809	2,585.82		2,138.51
Deposit	2/21/2013		receipts		1,470.00	3,608.51
Deposit	2/22/2013		receipts		1,230.00	4,838.51
Deposit	2/25/2013		receipts		1,746.00	6,584.51
Deposit	2/26/2013		receipts		948.00	7,532.51
Deposit	3/1/2013		receipts		1,828.00	9,360.51
Deposit	3/4/2013		receipts		1,538.00	10,898.51
Check	3/4/2013	1892	ESWL March 2013 rent	8,755.00		2,143.51
Deposit	3/5/2013		receipts		1,606.00	3,749.51
Check	3/6/2013	1895	ESWL sales taxes 13-4175917/ST-810	2,421.28		1,328.23
Deposit	3/7/2013		receipts		1,353.00	2,681.23
Deposit	3/8/2013		receipts		598.00	3,279.23
Deposit	3/11/2013		receipts		555.00	3,834.23
Deposit	3/11/2013		receipts		895.00	4,729.23
Check	3/11/2013	1897	ESWL policy 4B030521680	1,693.20		3,036.03
Deposit	3/11/2013		receipts		546.00	3,582.03
Check	3/12/2013	1898	ESWL inv. 37646	3,570.88		11.15
Deposit	3/12/2013		receipts		1,389.00	1,400.15
Deposit	3/13/2013		receipts		378.00	1,778.15
Deposit	3/14/2013		receipts		1,494.00	3,272.15
Deposit	3/15/2013		receipts		912.00	4,184.15
Deposit	3/18/2013		receipts		979.00	5,163.15
Deposit	3/18/2013		receipts		965.00	6,128.15
Deposit	3/18/2013		receipts		832.00	6,960.15
Deposit	3/19/2013		receipts		709.00	7,669.15
Check	3/20/2013	1900	ESWL	1,013.04		6,656.11
Deposit	3/20/2013		receipts		697.00	7,353.11
Deposit	3/21/2013		receipts		886.00	8,239.11
Deposit	3/25/2013		receipts		1,512.00	9,751.11
Deposit	3/25/2013		receipts		799.00	10,550.11
Deposit	3/25/2013		receipts		419.00	10,969.11
Check	3/25/2013	1901	ESWL inv. nyc 18167	2,804.00		8,165.11
Deposit	3/26/2013		receipts		724.00	8,889.11
Check	3/27/2013	1902	ESWL inv. 37757	5,770.58		3,118.53
Deposit	3/27/2013		receipts		487.00	3,605.53
Deposit	3/28/2013		receipts		990.00	4,595.53
Deposit	3/29/2013		receipts		572.00	5,167.53
Deposit	4/2/2013		receipts		761.00	5,928.53
Deposit	4/2/2013		receipts		3,162.00	9,090.53

Dean K. Fong Chase Trust
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Type	Date	Num	Memo	Debit	Credit	Balance
Check	4/2/2013	1909	ESWL April 2013 rent	0.00		9,090.53
Deposit	4/3/2013		receipts		629.00	9,719.53
Deposit	4/5/2013		receipts		1,759.00	11,478.53
Deposit	4/8/2013		receipts		830.00	12,308.53
Deposit	4/8/2013		receipts		507.00	12,815.53
Check	4/9/2013	1912	ESWL inv. 37839	3,391.80		9,423.73
Deposit	4/9/2013		receipts		1,409.00	10,832.73
Deposit	4/11/2013		receipts		1,670.00	12,502.73
Check	4/11/2013	1913	ESWL 941-V 13-4175917	2,095.78		10,406.95
Deposit	4/12/2013		receipts		527.00	10,933.95
Deposit	4/15/2013		receipts		450.00	11,383.95
Deposit	4/15/2013		receipts		1,050.00	12,433.95
Deposit	4/16/2013		receipts		843.00	13,276.95
Check	4/17/2013	1914	ESWL	3,461.76		9,815.19
Deposit	4/17/2013		receipts		488.00	10,303.19
Check	4/18/2013	1915	ESWL April 2013 Rent	8,755.00		1,548.19
Deposit	4/19/2013		receipts		1,219.00	2,767.19
Deposit	4/22/2013		receipts		909.00	3,676.19
Deposit	4/22/2013		receipts		710.00	4,386.19
Deposit	4/22/2013		receipts		892.00	5,278.19
Deposit	4/23/2013		receipts		657.00	5,935.19
Deposit	4/24/2013		receipts		790.00	6,725.19
Deposit	4/25/2013		receipts		662.00	7,387.19
Deposit	4/29/2013		receipts		626.00	8,013.19
Deposit	4/29/2013		receipts		2,948.00	10,961.19
Check	4/30/2013	1920	ESWL inv. 37973	4,636.26		6,324.93
Deposit	4/30/2013		receipts		610.00	6,934.93
Deposit	5/1/2013		receipts		1,595.00	8,529.93
Deposit	5/2/2013		receipts		735.00	9,264.93
Check	5/3/2013	1927	ESWL May 2013 rent	8,755.00		509.93
Deposit	5/3/2013		receipts		2,926.00	3,435.93
Deposit	5/6/2013		receipts		482.00	3,917.93
Deposit	5/6/2013		receipts		977.00	4,894.93
Deposit	5/6/2013		receipts		680.00	5,574.93
Deposit	5/7/2013		receipts		855.00	6,429.93
Check	5/7/2013	1928	ESWL inv. 38025	4,918.32		1,511.61
Deposit	5/9/2013		receipts		1,212.00	2,723.61
Deposit	5/10/2013		receipts		430.00	3,153.61
Deposit	5/13/2013		receipts		1,614.00	4,767.61
Deposit	5/13/2013		receipts		632.00	5,399.61
Deposit	5/14/2013		receipts		747.00	6,146.61
Deposit	5/15/2013		receipts		523.00	6,669.61
Deposit	5/16/2013		receipts		792.00	7,461.61
Deposit	5/17/2013		receipts		526.00	7,987.61
Deposit	5/20/2013		receipts		843.00	8,830.61
Deposit	5/20/2013		receipts		573.00	9,403.61
Check	5/20/2013	1931	ESWL inv. 38133, 38136, 38141	4,664.71		4,738.90
Deposit	5/22/2013		receipts		1,340.00	6,078.90
Deposit	5/23/2013		receipts		779.00	6,857.90

Dean K. Fong Chase Trust
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Type	Date	Num	Memo	Debit	Credit	Balance
Deposit	5/24/2013		receipts		343.00	7,200.90
Deposit	5/28/2013		receipts		1,085.00	8,285.90
Deposit	5/28/2013		receipts		556.00	8,841.90
Check	5/28/2013	1932	ESWL inv. 1303567	7,309.95		1,531.95
Deposit	5/28/2013		receipts		599.00	2,130.95
Deposit	5/29/2013		receipts		509.00	2,639.95
Deposit	5/30/2013		receipts		1,065.00	3,704.95
Deposit	5/31/2013		receipts		851.00	4,555.95
Deposit	6/3/2013		receipts		617.00	5,172.95
Deposit	6/3/2013		receipts		1,579.00	6,751.95
Check	6/3/2013	1941	ESWL inv. 38221	2,632.68		4,119.27
Deposit	6/6/2013		receipts		1,159.00	5,278.27
Deposit	6/6/2013		receipts		432.00	5,710.27
Deposit	6/10/2013		receipts		2,287.00	7,997.27
Deposit	6/11/2013		receipts		564.00	8,561.27
Deposit	6/12/2013		receipts		522.00	9,083.27
Deposit	6/13/2013		receipts		603.00	9,686.27
Deposit	6/17/2013		receipts		1,335.00	11,021.27
Deposit	6/17/2013		receipts		1,471.00	12,492.27
Deposit	6/17/2013		receipts		561.00	13,053.27
Deposit	6/18/2013		receipts		660.00	13,713.27
Check	6/19/2013	1943	ESWL payroll 6/11/12-7/8/12	1,290.64		12,422.63
Check	6/19/2013	1944	ESWL inv. 400321, 400732	3,875.64		8,546.99
Deposit	6/19/2013		receipts		634.00	9,180.99
Deposit	6/20/2013		receipts		437.00	9,617.99
Check	6/21/2013	1945	ESWL inv. 38383, 38384, 38385	4,900.89		4,717.10
Deposit	6/21/2013		receipts		577.00	5,294.10
Deposit	6/24/2013		receipts		961.00	6,255.10
Deposit	6/24/2013		receipts		776.00	7,031.10
Deposit	6/27/2013		receipts		2,242.00	9,273.10
Deposit	7/1/2013		receipts		1,533.00	10,806.10
Deposit	7/1/2013		receipts		969.00	11,775.10
Check	7/2/2013	1949	ESWL July 2013 rent	8,755.00		3,020.10
Deposit	7/3/2013		receipts		842.00	3,862.10
Total Elizabeth Wine and Liquor Inc.				749,063.45	752,925.55	3,862.10
TOTAL				749,063.45	752,925.55	3,862.10

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Accrual Basis

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
East West Bank								
Deposit	3/28/2011			Deposit Beginning Balance	Receipts			15,694.82
Check	3/28/2011	1196	Regal Wine Imports Inc.	Invoice 6832 and 6579	Liquor Inventory	15,694.82		13,382.82
Check	3/28/2011	1197	Golden Eagle Trading Corp.	Inv. 40616, 40666	Liquor Inventory		2,312.00	12,534.14
Check	3/28/2011	1198	Con Edison	Acct. 40-101136180000-8	Utilities		848.68	12,121.12
Check	3/28/2011	1199	National Benefit Life Ins.	VOID: Voided Check	Insurance Exp...		413.02	12,121.12
Check	3/28/2011	1200	Verizon	Acct. 6466139288128218	Telephone Ex...		907.18	11,213.94
Deposit	3/28/2011			Deposit	Receipts	634.20		11,848.14
Deposit	3/28/2011			Deposit	Receipts	89.20		11,937.34
Deposit	3/28/2011			Deposit	Receipts	1,932.00		13,869.34
Deposit	3/28/2011			Deposit	Receipts	1,580.00		15,449.34
Deposit	3/28/2011			Deposit	Receipts	1,053.00		16,502.34
Deposit	3/28/2011			Deposit	Receipts	506.40		17,008.74
Deposit	3/29/2011			Deposit	Receipts	1,237.00		18,245.74
Deposit	3/29/2011			Deposit	Receipts	289.00		18,534.74
Deposit	3/30/2011			Deposit	Receipts	1,193.00		19,727.74
Check	3/31/2011	1192	Diamond Hong, Inc.	Invoice # 30893	Liquor Inventory		1,867.32	17,860.42
Check	3/31/2011	1201	New York State Liquor Auth...	Liquor License renewal fees	Permit fees		4,188.00	13,672.42
Check	3/31/2011	1202	Commissioner of Taxation a...	VOID: Service Charge GJE, ...	Bank Service ...			13,672.42
Deposit	3/31/2011			Deposit	Receipts	446.80		14,119.22
Deposit	3/31/2011			Deposit	Receipts	1,128.00		15,247.22
General Jo...	3/31/2011	1	Commissioner of Taxation a...	For CHK 1202 voided on 12/1...	Bank Service ...		50.00	15,197.22
Deposit	4/1/2011			Deposit	Receipts	158.60		15,355.82
Deposit	4/1/2011			Deposit	Receipts	1,255.00		16,610.82
Deposit	4/4/2011			Deposit	Receipts	867.00		17,477.82
Deposit	4/4/2011			Deposit	Receipts	449.20		17,927.02
Deposit	4/4/2011			Deposit	Receipts	1,434.00		19,361.02
Deposit	4/4/2011			Deposit	Receipts	1,334.00		20,695.02
Deposit	4/4/2011			Deposit	Receipts	1,047.00		21,742.02
Check	4/4/2011	auto ...	Bankcard	credit card service fee	Bank Service ...		135.48	21,606.54
Check	4/5/2011	1203	Beehive Beer Distributing	liquor inventory	Liquor Inventory		2,167.11	19,439.43
Check	4/5/2011	1204	Dozortsev & Sons Enterpris...	inv. 308862	Liquor Inventory		540.00	18,899.43
Deposit	4/5/2011			Deposit	Receipts	354.20		19,253.63
Deposit	4/5/2011			Deposit	Receipts	896.00		20,149.63
Deposit	4/6/2011			Deposit	Receipts	417.80		20,567.43
Deposit	4/6/2011			Deposit	Receipts	1,194.00		21,761.43
Deposit	4/7/2011			Deposit	Receipts	238.80		22,000.23
Deposit	4/7/2011			Deposit	Receipts	1,688.00		23,688.23
Check	4/8/2011	1205	Diamond Hong, Inc.	inv. 31073	Liquor Inventory		5,999.52	17,688.71
Check	4/8/2011	1206	Diamond Hong, Inc.	inv. 31065	Liquor Inventory		2,508.80	15,179.91
Deposit	4/8/2011			Deposit	Receipts	66.20		15,246.11
Deposit	4/8/2011			Deposit	Receipts	886.00		16,132.11
Check	4/11/2011	1207	Beehive Beer Distributing	inv. 64033761	Liquor Inventory		244.00	15,888.11
Check	4/11/2011	1208	Diamond Hong, Inc.	inv. 30440	Liquor Inventory		172.43	15,715.68
Deposit	4/11/2011			Deposit	Receipts	415.20		16,130.88
Deposit	4/11/2011			Deposit	Receipts	76.00		16,206.88
Deposit	4/11/2011			Deposit	Receipts	8,595.00		24,801.88
Deposit	4/11/2011			Deposit	Receipts	1,223.00		26,024.88
Deposit	4/11/2011			Deposit	Receipts	1,028.00		27,052.88

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Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Deposit	4/12/2011			Deposit	Receipts	282.60		27,335.48
Deposit	4/12/2011			Deposit	Receipts	3,312.00		30,647.48
Check	4/13/2011	1209	Regal Wine Imports Inc.	inv. NY 7474	Liquor Inventory		577.00	30,070.48
Check	4/13/2011	1210	Beehive Beer Distributing	inv.	Liquor Inventory		139.36	29,931.12
Deposit	4/13/2011			Deposit	Receipts	2,967.00		32,898.12
Deposit	4/13/2011			Deposit	Receipts	1,151.00		34,049.12
Deposit	4/14/2011			Deposit	Receipts	171.00		34,220.12
Deposit	4/14/2011			Deposit	Receipts	824.00		35,044.12
Deposit	4/15/2011			Deposit	Receipts	690.80		35,734.92
Deposit	4/15/2011			Deposit	Receipts	1,110.00		36,844.92
Check	4/16/2011	1211	Diamond Hong, Inc.	inv. 31114	Liquor Inventory		1,277.38	35,567.54
Check	4/16/2011	1212	Jian Mei Zhang	VOID: 3/6 - 3/27 payroll GJE, ...	Payroll Expen...	0.00		35,567.54
Check	4/16/2011	1213	Xian Xing Yan	3/6 - 3/27 payroll	Payroll Expen...		1,215.58	34,351.96
Check	4/16/2011	1214	Xiao Jin Chen	3/6 - 3/27 payroll	Payroll Expen...		469.35	33,882.61
Check	4/16/2011	1215	Crown Container Co.	Commercial Carter	Janitorial Expe...		54.44	33,828.17
Check	4/16/2011	1216	Yan Qing Chen	payroll 4/26-5/2/10 & 5/3-5/9/10	Payroll Expen...		240.00	33,588.17
General Jo...	4/16/2011	2R	Jian Mei Zhang	For CHK 1212 voided on 12/2...	Payroll Expen...		1,290.40	32,297.77
Deposit	4/18/2011			Deposit	Receipts	475.40		32,773.17
Deposit	4/18/2011			Deposit	Receipts	441.00		33,214.17
Deposit	4/18/2011			Deposit	Receipts	3,110.00		36,324.17
Deposit	4/18/2011			Deposit	Receipts	1,536.00		37,860.17
Check	4/18/2011	1217	Ling Xian Wang	payroll 4/26-5/2/10 & 5/3-5/9/10	Payroll Expen...		160.00	37,700.17
Check	4/18/2011	1218	Empire Merchants Inc.	cashiers check	Liquor Inventory		10,043.24	27,656.93
Deposit	4/19/2011			Deposit	Receipts	147.60		27,804.53
Deposit	4/19/2011			Deposit	Receipts	867.00		28,671.53
Check	4/19/2011	1219	Diamond Hong, Inc.	inv. 31146	Liquor Inventory		3,312.51	25,359.02
Check	4/19/2011	auto ...	East West Bank	Cashiers check charge	Bank Service ...		6.00	25,353.02
Deposit	4/20/2011			Deposit	Receipts	183.20		25,536.22
Deposit	4/20/2011			Deposit	Receipts	883.00		26,419.22
Deposit	4/21/2011			Deposit	Receipts	167.20		26,586.42
Deposit	4/21/2011			Deposit	Receipts	778.00		27,364.42
Check	4/21/2011	1220	Apollo Fine Spirits	invoice	Liquor Inventory		3,908.26	23,456.16
Deposit	4/22/2011			Deposit	Receipts	234.20		23,690.36
Deposit	4/22/2011			Deposit	Receipts	1,104.00		24,794.36
Deposit	4/25/2011			Deposit	Receipts	428.20		25,222.56
Deposit	4/25/2011			Deposit	Receipts	275.44		25,498.00
Deposit	4/25/2011			Deposit	Receipts	1,352.00		26,850.00
Deposit	4/25/2011			Deposit	Receipts	1,340.00		28,190.00
Deposit	4/25/2011			Deposit	Receipts	1,052.00		29,242.00
Deposit	4/26/2011			Deposit	Receipts	137.80		29,379.80
Deposit	4/27/2011			Deposit	Receipts	1,579.00		30,958.80
Deposit	4/27/2011			Deposit	Receipts	121.60		31,080.40
Deposit	4/27/2011			Deposit	Receipts	806.00		31,886.40
Check	4/27/2011	1221	Diamond Hong, Inc.	inv. 31222	Liquor Inventory		4,374.81	27,511.59
Check	4/27/2011	1222	Golden Eagle Trading Corp.	inv. 40912	Liquor Inventory		1,379.72	26,131.87
Deposit	4/28/2011	1223	Empire Merchants Inc.	cashier's check inv.	Receipts	140.40		26,272.27
Check	4/28/2011	auto ...	East West Bank	Cashier's check charge	Liquor Inventory		5,001.27	21,271.00
Deposit	4/29/2011			Deposit	Bank Service ...		6.00	21,265.00
					Receipts	169.80		21,434.80

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Accrual Basis

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Deposit	4/29/2011			Deposit	Receipts			23,205.80
Check	4/29/2011	1224	Beehive Beer Distributing	invoice	Liquor Inventory	1,771.00	467.00	22,738.80
Check	5/2/2011	1225	Diamond Hong, Inc.	Inv. 31267	Liquor Inventory		3,561.62	19,177.18
Deposit	5/2/2011			Deposit	Receipts	187.40		19,364.58
Deposit	5/2/2011			Deposit	Receipts	40.60		19,405.18
Deposit	5/2/2011			Deposit	Receipts	1,999.00		21,404.18
Deposit	5/2/2011			Deposit	Receipts	1,077.00		22,481.18
Check	5/2/2011	1226	Raber Enterprises LLC	rent 5/1-31/2011	Rent Expense		6,885.00	15,596.18
Check	5/2/2011	1227	Crown Container Co.	commercial carter	Janitorial Expe...		54.44	15,541.74
Check	5/2/2011	1228	Dozorisev & Sons Enterpris...	inv. 310009	Liquor Inventory		918.00	14,623.74
Check	5/2/2011	1229	Regal Wine Imports Inc.	inv. NY 7775, NYC 5853	Liquor Inventory		988.00	13,635.74
Check	5/2/2011	1230	Con Edison	40-1011-3618-0000-8	Utilities		372.37	13,263.37
Check	5/2/2011	1231	Verizon	6466139288128218	Telephone Ex...		369.46	12,893.91
Check	5/2/2011	1232	IRS/US Treasury	1ST Qtr. 941 2011	Payroll Expen...		366.00	12,527.91
Check	5/2/2011	1233	NYS Employment Taxes	NYS-45 1st Qtr. 2011	Payroll Expen...		1,151.20	11,376.71
Check	5/2/2011	1234	Commissioner of Taxation a...	MTA-305 1st Qtr. 2011	Payroll Expen...		39.68	11,337.03
Check	5/2/2011	1235	NYS Sales Tax	1st Qtr. 2011	Sales Taxes		3,863.91	7,473.12
Check	5/2/2011	1236	Diamond Hong, Inc.	invoice	Liquor Inventory		4,392.15	3,080.97
Check	5/2/2011	1237	JFC International Inc.	Inv. 02747	Liquor Inventory		1,161.75	1,919.22
Deposit	5/3/2011			Deposit	Receipts	739.60		2,658.82
Deposit	5/3/2011			Deposit	Receipts	907.00		3,565.82
Check	5/3/2011	auto ...	Bankcard	credit card service fee	Bank Service ...		293.71	3,272.11
Deposit	5/4/2011			Deposit	Receipts	216.80		3,488.91
Deposit	5/4/2011			Deposit	Receipts	1,155.00		4,643.91
Deposit	5/5/2011			Deposit	Receipts	448.60		5,092.51
Deposit	5/5/2011			Deposit	Receipts	2,065.00		7,157.51
Deposit	5/6/2011			Deposit	Receipts	190.60		7,348.11
Deposit	5/6/2011			Deposit	Receipts	1,433.00		8,781.11
Deposit	5/9/2011			Deposit	Receipts	747.20		9,528.31
Deposit	5/9/2011			Deposit	Receipts	103.00		9,631.31
Deposit	5/9/2011			Deposit	Receipts	1,468.00		11,099.31
Deposit	5/9/2011			Deposit	Receipts	1,202.00		12,301.31
Deposit	5/9/2011			Deposit	Receipts	883.00		13,184.31
Deposit	5/10/2011			Deposit	Receipts	195.80		13,380.11
Deposit	5/10/2011			Deposit	Receipts	1,710.00		15,090.11
Deposit	5/11/2011			Deposit	Receipts	36.20		15,126.31
Deposit	5/12/2011			Deposit	Receipts	622.80		15,749.11
Check	5/23/2011	auto ...	East West Bank	Cashier's check charge	Bank Service ...		6.00	15,743.11
Check	5/23/2011	1238	NYS Sales Tax	ST-810 8/31/10,11/30/10,2/28...	Sales Taxes		7,719.42	8,023.69
Check	5/26/2011	1239	Con Edison	fire inspection	Utilities		385.01	7,638.68
Check	5/26/2011	1240	Seid's Equipment Inc.	40-1011-3618-0000-8	Janitorial Expe...		25.85	7,612.83
Check	5/31/2011	auto ...	East West Bank	Bank maintenance fee	Bank Service ...		12.80	7,600.03
Check	6/1/2011	1241	Raber Enterprises LLC	June 2011 rent	Rent Expense		6,885.00	715.03
Check	6/3/2011	auto ...	Bankcard	credit card service fee	Bank Service ...		100.89	614.14
Deposit	6/8/2011			Deposit	Receipts	4,437.95		5,052.09
Check	6/8/2011	1242	Diamond Hong, Inc.	inv. 31222	Liquor Inventory		820.34	4,231.75
Check	6/8/2011	1243	Crown Container Co.	commercial carter	Janitorial Expe...		54.44	4,177.31
Check	6/8/2011	1244	Verizon	6466139288	Telephone Ex...		266.57	3,910.74
Deposit	6/17/2011			Deposit	Receipts	8,970.44		12,881.18

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Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Check	6/17/2011	1245	Jian Mei Zhang	3/28-5/18/11 payroll	Payroll Expen...		1,909.73	10,971.45
Check	6/17/2011	1246	Xian Xing Yan	payroll 3/28-5/18/11	Payroll Expen...		1,824.20	9,147.25
Check	6/17/2011	1247	Xiao Jin Chen	payroll 3/28-5/18/11	Payroll Expen...		704.02	8,443.23
Check	6/20/2011	1248	NYC Dept. of Finance	annual return	Sales Taxes		341.50	8,101.73
Check	6/20/2011	1249	NYS Sales Tax	3/1-5/31/11 sales taxes	Sales Taxes		3,108.20	4,993.53
Check	6/20/2011	1250	NYS Sales Tax	4/1-4/30/11	Sales Taxes		4,442.74	550.79
Check	7/5/2011	auto ...	Bankcard	credit card fee	Bank Service ...		35.00	515.79
Deposit	7/11/2011			Deposit	Receipts	201.60		717.39
Deposit	7/12/2011			Deposit	Receipts	524.60		1,241.99
Check	7/13/2011	1251	Regal Wine Imports Inc.	inv. 7798	Liquor Inventory		1,078.90	163.99
Deposit	7/13/2011			Deposit	Receipts	57.40		221.39
Deposit	7/13/2011			Deposit	Receipts	2,243.00		2,464.39
Deposit	7/14/2011			Deposit	Receipts	80.40		2,544.79
Deposit	7/15/2011			Deposit	Receipts	159.00		2,703.79
Deposit	7/15/2011			Deposit	Receipts	1,582.00		4,285.79
Check	7/15/2011	1252	Diamond Hong, Inc.	inv. 31821	Liquor Inventory		1,065.63	3,220.16
Deposit	7/18/2011			Deposit	Receipts	83.80		3,303.96
Deposit	7/18/2011			Deposit	Receipts	782.72		4,086.68
Deposit	7/18/2011			Deposit	Receipts	3,071.00		7,157.68
Check	7/18/2011	1253	Regal Wine Imports Inc.	inv. NY8433	Liquor Inventory		2,128.00	5,029.68
Check	7/18/2011	1254	Opidi Wine Company	invoice	Liquor Inventory		1,342.70	3,686.98
Check	7/18/2011	1255	Metrowine Distribution Co. L...	invoice	Liquor Inventory		492.00	3,194.98
Check	7/18/2011	1256	Yin Hoong Lai	payroll 5/15-5/16/10	Payroll Expen...		130.00	3,064.98
Deposit	7/19/2011			Deposit	Receipts	398.40		3,463.38
Deposit	7/19/2011			Deposit	Receipts	1,425.00		4,888.38
Check	7/19/2011	1257	Diamond Hong, Inc.	inv. 31848	Liquor Inventory		1,691.00	3,197.38
Deposit	7/20/2011			Deposit	Receipts	416.40		3,613.78
Deposit	7/21/2011			Deposit	Receipts	64.60		3,678.38
Deposit	7/22/2011			Deposit	Receipts	628.00		4,306.38
Deposit	7/25/2011			Deposit	Receipts	30.80		4,337.18
Deposit	7/25/2011			Deposit	Receipts	104.60		4,441.78
Deposit	7/25/2011			Deposit	Receipts	3,150.00		7,591.78
Deposit	7/26/2011			Deposit	Receipts	202.40		7,794.18
Check	7/26/2011	1258	Regal Wine Imports Inc.	inv. NY7798	Liquor Inventory		1,078.00	6,716.18
Check	7/26/2011	1259	Metrowine Distribution Co. L...	invoice	Liquor Inventory		832.00	5,884.18
Check	7/26/2011	1260	Diamond Hong, Inc.	inv. 31890	Liquor Inventory		1,005.00	4,879.18
Deposit	7/27/2011			Deposit	Receipts	278.40		5,157.58
Check	7/27/2011	1261	Beehive Beer Distributing	invoice	Liquor Inventory		513.99	4,643.59
Deposit	7/28/2011			Deposit	Receipts	301.20		4,944.79
Check	7/28/2011	1263	Commissioner of Taxation a...	MTA 305 2nd Qtr.2011	Payroll Expen...		25.80	4,918.99
Deposit	7/29/2011			Deposit	Receipts	93.60		5,012.59
Check	7/31/2011	auto ...	East West Bank	Bank service fee	Bank Service ...		7.94	5,004.65
Deposit	8/1/2011			Deposit	Receipts	228.60		5,233.25
Deposit	8/1/2011			Deposit	Receipts	1,612.80		6,846.05
Deposit	8/2/2011			Deposit	Receipts	151.60		6,997.65
Check	8/2/2011	auto ...	NYS Taxation & Finance	taxes	Sales Taxes		500.00	6,497.65
Check	8/2/2011	auto ...	NYC Dept. of Finance	corp tax payment	Sales Taxes		500.00	5,997.65
Deposit	8/3/2011			Deposit	Receipts	549.00		6,546.65
Deposit	8/4/2011			Deposit	Receipts	176.80		6,723.45

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Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Check	8/4/2011	auto ...	Bankcard	credit card service fee	Bank Service ...	210.60	213.01	6,510.44
Deposit	8/5/2011	1264	Crown Container Co.	Deposit	Receipts			6,721.04
Check	8/5/2011				Janitorial Expe...		54.44	6,666.60
Deposit	8/8/2011				Receipts	217.20		6,883.80
Deposit	8/8/2011				Receipts	835.00		7,718.80
Deposit	8/9/2011				Receipts	246.80		7,965.60
Deposit	8/10/2011				Receipts	136.40		8,102.00
Deposit	8/11/2011				Receipts	108.60		8,210.60
Deposit	8/12/2011				Receipts	207.20		8,417.80
Check	8/15/2011	1262	Southern Wine & Spirits of ...	Invoice	Liquor Inventory		7,015.45	1,402.35
Deposit	8/15/2011			Deposit	Receipts	402.00		1,804.35
Deposit	8/15/2011			Deposit	Receipts	404.80		2,209.15
Deposit	8/16/2011			Deposit	Receipts	180.80		2,389.95
Deposit	8/17/2011			Deposit	Receipts	147.80		2,537.75
Deposit	8/18/2011			Deposit	Receipts	188.80		2,726.55
Deposit	8/19/2011			Deposit	Receipts	22.60		2,749.15
Deposit	8/22/2011			Deposit	Receipts	100.00		2,849.15
Deposit	8/22/2011			Deposit	Receipts	441.40		3,290.55
Deposit	8/23/2011			Deposit	Receipts	188.40		3,478.95
Check	8/23/2011	1265	Verizon	6466139288	Telephone Ex...		249.53	3,229.42
Check	8/23/2011	1266	Con Edison		Utilities		1,764.59	1,464.83
Check	8/23/2011	1267	Pacific Poly-Products Corp.	plastic bags	Office Supplies		876.00	588.83
Deposit	8/24/2011	auto ...	Bankcard	credit card service fee	Bank Service ...	159.60		748.43
Check	8/25/2011				Receipts		58.80	689.63
Deposit	8/26/2011				Receipts	160.00		849.63
Deposit	8/29/2011				Receipts	228.80		1,078.43
Deposit	8/29/2011				Receipts	495.40		1,573.83
Deposit	8/31/2011				Receipts	136.00		1,709.83
Check	8/31/2011	auto ...	East West Bank	bank service fee	Bank Service ...		10.00	1,699.83
Deposit	9/1/2011			Deposit	Receipts	43.80		1,743.63
Deposit	9/2/2011			Deposit	Receipts	253.60		1,997.23
Deposit	9/6/2011			Deposit	Receipts	220.80		2,218.03
Deposit	9/6/2011			Deposit	Receipts	543.00		2,761.03
Deposit	9/6/2011			Deposit	Receipts	1,705.00		4,466.03
Check	9/6/2011	auto ...	Bankcard	credit card service fee	Bank Service ...		234.22	4,231.81
Deposit	9/7/2011			Deposit	Receipts	215.20		4,447.01
Deposit	9/8/2011			Deposit	Receipts	10.80		4,457.81
Deposit	9/9/2011			Deposit	Receipts	10.80		4,468.61
Deposit	9/12/2011			Deposit	Receipts	49.60		4,518.21
Deposit	9/12/2011			Deposit	Receipts	337.20		4,855.41
Deposit	9/12/2011			Deposit	Receipts	171.00		5,026.41
Check	9/13/2011	1268	Verizon	0073315023086	Telephone Ex...		191.99	4,834.42
Check	9/13/2011	1269	Crown Container Co.	commercial carter	Janitorial Expe...		58.79	4,775.63
Deposit	9/14/2011			Deposit	Receipts	69.20		4,844.83
Deposit	9/15/2011			Deposit	Receipts	219.40		5,064.23
Deposit	9/16/2011			Deposit	Receipts	61.20		5,125.43
Deposit	9/19/2011			Deposit	Receipts	53.40		5,178.83
Deposit	9/19/2011			Deposit	Receipts	336.80		5,515.63
Check	9/19/2011	1271	Empire Merchants Inc.	VOID:	Liquor Inventory	0.00		5,515.63

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Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Check	9/19/2011	1272	Empire Merchants Inc.	invoice	Liquor Inventory			2,401.31
Deposit	9/20/2011			Deposit	Receipts	319.80	3,114.32	2,721.11
Deposit	9/21/2011			Deposit	Receipts	224.40		2,945.51
Deposit	9/22/2011			Deposit	Receipts	342.40		3,287.91
Deposit	9/23/2011			Deposit	Receipts	383.60		3,671.51
Deposit	9/26/2011			Deposit	Receipts	94.40		3,765.91
Check	9/26/2011	1270	Diamond Hong, Inc.	inv. 32310	Liquor Inventory		3,500.05	265.86
Check	9/29/2011	auto ...	NYS Taxation & Finance	NYS tax fee	Sales Taxes		75.00	190.86
Check	10/3/2011	auto ...	Bankcard	credit card service fee	Bank Service ...		41.03	149.83
Check	10/5/2011	auto ...	American Express	credit card service fee	Bank Service ...		1.53	148.30
Deposit	10/6/2011			Deposit	Receipts	48.80		197.10
Deposit	10/7/2011			Deposit	Receipts	198.20		395.30
Check	10/7/2011	auto ...	Bankcard	credit card service fee	Bank Service ...		170.37	224.93
Deposit	10/11/2011			Deposit	Receipts	83.60		308.53
Deposit	10/11/2011			Deposit	Receipts	201.80		510.33
Deposit	10/11/2011			Deposit	Receipts	1,068.40		1,578.73
Deposit	10/12/2011			Deposit	Receipts	156.60		1,735.33
Deposit	10/13/2011			Deposit	Receipts	96.00		1,831.33
Check	10/17/2011	auto ...	NYS Taxation & Finance	sales taxes	Sales Taxes		1,019.95	811.38
Deposit	10/17/2011			Deposit	Receipts	25.60		836.98
Deposit	10/17/2011			Deposit	Receipts	633.80		1,470.78
Deposit	10/18/2011			Deposit	Receipts	295.60		1,766.38
Deposit	10/18/2011			Deposit	Receipts	9,990.00		11,756.38
Check	10/18/2011	auto ...	East West Bank	cashier's check fee	Bank Service ...		6.00	11,750.38
Check	10/18/2011	1273	Empire Merchants Inc.	invoice	Liquor Inventory		1,928.26	9,822.12
Deposit	10/19/2011	auto ...	East West Bank	Deposit	Receipts	98.60		9,920.72
Check	10/19/2011			bank wire in fee	Bank Service ...		9.00	9,911.72
Deposit	10/20/2011			Deposit	Receipts	84.00		9,995.72
Deposit	10/21/2011			Deposit	Receipts	139.20		10,134.92
Deposit	10/24/2011			Deposit	Receipts	172.20		10,307.12
Deposit	10/24/2011			Deposit	Receipts	289.60		10,596.72
Deposit	10/25/2011			Deposit	Receipts	270.40		10,867.12
Deposit	10/26/2011			Deposit	Receipts	148.40		11,015.52
Check	10/26/2011	1274	Apollo Fine Spirits	invoice	Liquor Inventory		1,985.27	9,030.25
Check	10/26/2011	1275	Metrowine Distribution Co. l...	invoice	Liquor Inventory		1,460.00	7,570.25
Check	10/26/2011	1276	Beehive Beer Distributing	invoice	Liquor Inventory		1,056.48	6,513.77
Check	10/26/2011	1277	Con Edison	utilities	Utilities		603.01	5,910.76
Deposit	10/27/2011			Deposit	Receipts	121.00		6,031.76
Check	10/27/2011	auto ...	NYS Taxation & Finance	Sales Taxes	Sales Taxes		4,640.49	1,391.27
Check	10/27/2011	auto ...	NYS Taxation & Finance	Sales Taxes Service	Sales Taxes		75.00	1,316.27
Check	10/27/2011	auto ...	East West Bank	bank service fee	Bank Service ...		20.00	1,296.27
Check	10/27/2011	1278	Commissioner of Taxation a...	VOID:	Sales Taxes		200.00	1,096.27
Check	10/27/2011	1279	Hotel Service International	Advertisement	Advertisement		100.00	996.27
Check	10/27/2011	1280	Uniquet	Advertisement	Advertisement			1,811.07
Deposit	10/28/2011			Deposit	Receipts	814.80		1,944.87
Deposit	10/31/2011			Deposit	Receipts	133.80		2,930.27
Deposit	10/31/2011			Deposit	Receipts	985.40		3,258.47
Deposit	11/1/2011			Deposit	Receipts	328.20		3,439.07
Deposit	11/2/2011			Deposit	Receipts	180.60		

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Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Deposit	11/3/2011			Deposit	Receipts	397.80		3,836.87
Deposit	11/4/2011			Deposit	Receipts	108.20		3,945.07
Deposit	11/7/2011			Deposit	Receipts	216.40		4,161.47
Deposit	11/7/2011			Deposit	Receipts	756.40		4,917.87
Check	11/7/2011	1281	Empire Merchants Inc.	cashier check	Liquor Inventory		4,776.29	141.58
Check	11/7/2011	auto ...	East West Bank	cashiers check charge	Bank Service ...		6.00	135.58
Check	11/7/2011	1282	Crown Container Co.	commercial carter	Janitorial Expe...		58.79	76.79
Deposit	11/8/2011			Deposit	Receipts	115.00		191.79
Deposit	11/9/2011			Deposit	Receipts	67.40		259.19
Deposit	11/10/2011			Deposit	Receipts	129.40		388.59
Deposit	11/14/2011			Deposit	Receipts	105.00		493.59
Deposit	11/14/2011			Deposit	Receipts	123.80		617.39
Deposit	11/14/2011			Deposit	Receipts	1,859.60		2,476.99
Check	11/14/2011	auto ...	Bankcard	credit card service fee	Bank Service ...		264.65	2,212.34
Deposit	11/15/2011			Deposit	Receipts	885.20		3,097.54
Deposit	11/16/2011			Deposit	Receipts	93.90		3,191.44
Deposit	11/17/2011			Deposit	Receipts	105.00		3,296.44
Deposit	11/18/2011			Deposit	Receipts	265.80		3,562.24
Deposit	11/21/2011			Deposit	Receipts	33.80		3,596.04
Deposit	11/21/2011			Deposit	Receipts	1,399.62		4,995.66
Deposit	11/22/2011			Deposit	Receipts	260.40		5,256.06
Deposit	11/23/2011			Deposit	Receipts	11.00		5,267.06
Deposit	11/25/2011			Deposit	Receipts	1,030.40		6,297.46
Deposit	11/25/2011			Deposit	Receipts	395.27		6,692.73
Check	11/25/2011	1283	Diamond Hong, Inc.	inv. 32922	Liquor Inventory		4,777.49	1,915.24
Deposit	11/25/2011			Deposit	Receipts	1,030.40		2,945.64
Deposit	11/28/2011			Deposit	Receipts	336.20		3,281.84
Deposit	11/28/2011			Deposit	Receipts	544.40		3,826.24
Deposit	11/29/2011			Deposit	Receipts	32.60		3,858.84
Deposit	11/30/2011			Deposit	Receipts	26.40		3,885.24
Check	11/30/2011	auto ...	East West Bank	maintenance fee	Bank Service ...		10.00	3,875.24
Deposit	12/1/2011			Deposit	Receipts	33.60		3,908.84
Deposit	12/2/2011			Deposit	Receipts	316.00		4,224.84
Check	12/3/2011	1284	Jian Mei Zhang	payroll 7/25-10/23/11	Payroll Expen...		3,960.55	264.29
Check	12/5/2011	1286	Verizon	646-613-9288128218	Telephone Ex...		220.88	43.41
Deposit	12/5/2011			Deposit	Receipts	33.60		77.01
Deposit	12/5/2011			Deposit	Receipts	468.80		545.81
Deposit	12/6/2011			Deposit	Receipts	272.20		818.01
Check	12/6/2011	auto	Bankcard	credit card charges	Bank Service ...		267.40	550.61
Check	12/7/2011	1285	Con Edison	Inv. 4004012 ESWL	Utilities		399.41	151.20
Deposit	12/7/2011			Deposit	Receipts	52.60		203.80
Deposit	12/8/2011			Deposit	Receipts	24.60		228.40
Deposit	12/9/2011			Deposit	Receipts	107.60		336.00
General Jo...	12/12/2011	1R	Commissioner of Taxation a...	Reverse of GJE 1 - For CHK ...	Bank Service ...			386.00
Deposit	12/12/2011			Deposit	Receipts	50.00		845.20
Deposit	12/12/2011			Deposit	Receipts	459.20		1,537.20
Deposit	12/13/2011			Deposit	Receipts	692.00		2,342.42
Deposit	12/14/2011			Deposit	Receipts	805.22		2,463.62
Deposit	12/15/2011			Deposit	Receipts	121.20		2,582.42
Deposit	12/15/2011			Deposit	Receipts	118.80		

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Accrual Basis

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Deposit	12/16/2011			Deposit	Receipts	288.80		2,871.22
Deposit	12/19/2011			Deposit	Receipts	1,128.40		3,999.62
Deposit	12/19/2011			Deposit	Receipts	1,378.60		5,378.22
Deposit	12/19/2011			Deposit	Receipts	1,310.00		6,688.22
Deposit	12/19/2011			Deposit	Receipts	2,031.00		8,719.22
Deposit	12/19/2011			Deposit	Receipts	4,719.00		13,438.22
Check	12/19/2011	1289	Crown Container Co.	commercial carter	Janitorial Expe...		58.79	13,379.43
Check	12/19/2011	1290	Empire Merchants Inc.	inv.	Liquor Inventory		7,513.73	5,865.70
Check	12/19/2011	auto ...	East West Bank	certified check charge/Empire...	Bank Service ...		6.00	5,859.70
Deposit	12/20/2011			Deposit	Receipts	44.40		5,904.10
Deposit	12/20/2011			Deposit	Receipts	9,500.00		15,404.10
Check	12/20/2011	1291	Golden Eagle Trading Corp.	inv. 42040	Liquor Inventory		956.00	14,448.10
Check	12/20/2011	1292	Diamond Hong, Inc.	inv. 33255, 33277	Liquor Inventory		14,256.00	192.10
Deposit	12/21/2011			Deposit	Receipts	456.00		648.10
Deposit	12/21/2011			Deposit	Receipts	528.00		1,176.10
Deposit	12/21/2011			Deposit	Receipts	9,000.00		10,176.10
Deposit	12/22/2011			Deposit	Receipts	286.60		10,462.70
Deposit	12/22/2011			Deposit	Receipts	4,975.00		15,437.70
Deposit	12/23/2011			Deposit	Receipts	133.85		15,571.55
Deposit	12/23/2011			Deposit	Receipts	5,598.00		21,169.55
Check	12/23/2011	1293	Diamond Hong, Inc.	inv. 333279	-SPLIT-		767.60	20,401.95
Check	12/23/2011	1294	Diamond Hong, Inc.	inv. 33306, 33295	Liquor Inventory		16,505.00	3,896.95
Deposit	12/27/2011			Deposit	Receipts	379.80		4,276.75
Deposit	12/27/2011			Deposit	Receipts	1,940.42		6,217.17
Deposit	12/28/2011			Deposit	Receipts	748.60		6,965.77
Check	12/28/2011	1287	Empire Merchants Inc.	cert. check inv.	Liquor Inventory		4,807.86	2,157.91
Check	12/28/2011	auto ...	East West Bank	certified check charge	Bank Service ...		6.00	2,151.91
Check	12/28/2011	1288	Commissioner of Taxation a...	E023409480-W011-5	Sales Taxes		593.79	1,558.12
General Jo...	12/28/2011	2RR	Jian Mei Zhang	Reverse of GJE 2R - For CH...	Payroll Expen...	1,290.64		2,848.76
Check	12/28/2011	1295	Commissioner of Taxation a...	L-037064732-9	Sales Taxes		841.87	2,006.89
Deposit	12/29/2011			Deposit	Receipts	317.60		2,324.49
Deposit	12/30/2011			Deposit	Receipts	104.80		2,429.29
Check	12/30/2011	1296	Jian Mei Zhang	payroll replacement check 3/6...	Payroll Expen...		1,290.64	1,138.65
Check	12/31/2011	auto ...	East West Bank	bank maintenance fee	Bank Service ...		59.27	1,079.38
Deposit	1/3/2012			Deposit	Receipts	221.80		1,301.18
Deposit	1/3/2012			Deposit	Receipts	734.60		2,035.78
Deposit	1/3/2012			Deposit	Receipts	1,154.41		3,190.19
Deposit	1/3/2012			Deposit	Receipts	1,400.00		4,590.19
Deposit	1/3/2012			Deposit	Receipts	1,200.00		5,790.19
Check	1/3/2012	auto ...	NYS Taxation & Finance	Sales Taxes	Sales Taxes		4,670.73	1,119.46
Check	1/3/2012	auto	NYS Taxation & Finance	Sales Taxes	Sales Taxes		75.00	1,044.46
Check	1/3/2012	auto	Bankcard	Bank Service Charges	Bank Service ...		323.55	720.91
Check	1/3/2012	auto	East West Bank	Bank Service Charges	Bank Service ...		23.00	697.91
Deposit	1/4/2012			Deposit	Receipts	187.40		885.31
Check	1/4/2012	auto	East West Bank	Bank Service Charges	Bank Service ...		23.00	862.31
Check	1/4/2012	auto	East West Bank	Bank Service Charges	Bank Service ...		23.00	839.31
Deposit	1/5/2012			Deposit	Receipts	83.00		922.31
Check	1/5/2012	auto	American Express	Bank Service Charges	Bank Service ...		15.36	906.95
Deposit	1/6/2012			Deposit	Receipts	153.80		1,060.75

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Accrual Basis

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Deposit	1/9/2012			Deposit	Receipts	152.40		1,213.15
Deposit	1/9/2012			Deposit	Receipts	1,213.80		2,426.95
Deposit	1/10/2012			Deposit	Receipts	190.80		2,617.75
Deposit	1/11/2012			Deposit	Receipts	314.60		2,932.35
Deposit	1/11/2012			Deposit	Receipts	324.40		3,256.75
Deposit	1/12/2012			Deposit	Receipts	45.80		3,302.55
Deposit	1/13/2012			Deposit	Receipts	268.20		3,570.75
Check	1/13/2012	1297	IRS/US Treasury	Payroll Expenses	Payroll Expens...		153.52	3,417.23
Deposit	1/17/2012			Deposit	Receipts	89.80		3,507.03
Deposit	1/17/2012			Deposit	Receipts	144.37		3,651.40
Deposit	1/17/2012			Deposit	Receipts	542.20		4,193.60
Deposit	1/17/2012			Deposit	Receipts	305.60		4,499.20
Deposit	1/18/2012			Deposit	Receipts	207.60		4,706.80
Check	1/19/2012			Janitorial Expense	Janitorial Expe...		26.10	4,680.70
Check	1/19/2012	1298	Seid's Equipment Inc.	Repairs and Maintenance	Repairs and M...		105.00	4,575.70
Check	1/19/2012	1299	NYC Fire Dept.	Janitorial Expense	Janitorial Expe...		58.79	4,516.91
Check	1/19/2012	1300	Crown Container Co.	Deposit	Receipts	588.00		5,104.91
Check	1/20/2012			Insurance Expense	Insurance Exp...		127.20	4,977.71
Check	1/20/2012	1301	National Benefit Life Ins.	Deposit	Receipts	763.00		5,740.71
Deposit	1/23/2012			Deposit	Receipts	1,325.32		7,066.03
Deposit	1/23/2012			Deposit	Receipts	339.00		7,405.03
Check	1/24/2012	1302	Diamond Hong, Inc.	Liquor Inventory	Liquor Inventory		4,081.64	3,323.39
Deposit	1/26/2012			Deposit	Receipts	569.70		3,893.09
Deposit	1/27/2012			Deposit	Receipts	1,505.00		5,398.09
Check	1/27/2012	auto	NYS Taxation & Finance	Sales Taxes	Sales Taxes		514.85	4,883.24
Check	1/27/2012	auto	NYS Taxation & Finance	Sales Taxes	Sales Taxes		75.00	4,808.24
Check	1/27/2012	1303	Diamond Hong, Inc.	Liquor Inventory	Liquor Inventory		4,206.85	601.39
Deposit	1/30/2012			Deposit	Receipts	154.60		755.99
Deposit	1/30/2012			Deposit	Receipts	1,149.40		1,905.39
Deposit	1/31/2012			Deposit	Receipts	291.20		2,196.59
Check	1/31/2012	auto	East West Bank	Bank Service Charges	Bank Service ...		10.00	2,186.59
Deposit	2/1/2012			Deposit	Receipts	143.60		2,330.19
Deposit	2/2/2012			Deposit	Receipts	270.20		2,600.39
Deposit	2/3/2012			Deposit	Receipts	1,062.80		3,663.19
Check	2/6/2012	auto	Bankcard	credit card fees	Bank Service ...		334.86	3,328.33
Deposit	2/6/2012			Deposit	Receipts	142.80		3,471.13
Deposit	2/6/2012			Deposit	Receipts	593.00		4,064.13
Check	2/6/2012	1304	Opici Wine Company	Liquor Inventory	Liquor Inventory		272.00	3,792.13
Check	2/6/2012	auto	American Express	Bank Service ...	Bank Service ...		9.48	3,782.65
Deposit	2/7/2012			Deposit	Receipts	251.00		4,033.65
Deposit	2/8/2012			Deposit	Receipts	232.20		4,265.85
Deposit	2/9/2012			Deposit	Receipts	187.60		4,453.45
Deposit	2/9/2012			Deposit	Receipts	137.20		4,590.65
Check	2/10/2012	1305	Diamond Hong, Inc.	Liquor Inventory	Liquor Inventory		1,082.66	3,507.99
Check	2/13/2012	1306	Verizon	Telephone Ex...	Telephone Ex...		224.75	3,283.24
Deposit	2/13/2012			Deposit	Receipts	205.40		3,488.64
Deposit	2/13/2012			Deposit	Receipts	655.40		4,144.04
Deposit	2/14/2012			Deposit	Receipts	302.20		4,446.24
Deposit	2/15/2012			Deposit	Receipts	526.20		4,972.44

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Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Deposit	2/16/2012			Deposit	Receipts	303.80		5,276.24
Deposit	2/17/2012			Deposit	Receipts	122.60		5,398.84
Deposit	2/21/2012			Deposit	Receipts	233.00		5,631.84
Deposit	2/21/2012			Deposit	Receipts	481.80		6,113.64
Deposit	2/21/2012			Deposit	Receipts	493.80		6,607.44
Deposit	2/22/2012			Deposit	Receipts	160.80		6,768.24
Deposit	2/23/2012			Deposit	Receipts	315.20		7,083.44
Check	2/24/2012	1307	Travelers Ins. Co.	policy no. 6804B030521	Insurance Exp...		1,621.00	5,462.44
Deposit	2/24/2012			Deposit	Receipts	179.40		5,641.84
Deposit	2/27/2012			Deposit	Receipts	285.40		5,927.24
Deposit	2/27/2012			Deposit	Receipts	428.20		6,355.44
Deposit	2/28/2012			Deposit	Receipts	785.40		7,140.84
Deposit	2/29/2012			Deposit	Receipts	148.00		7,288.84
Check	2/29/2012	auto	East West Bank	bank service charge	Bank Service ...		10.00	7,278.84
Check	3/1/2012	1308	Raber Enterprises LLC	partial March 2012 rent	Rent Expense		6,000.00	1,278.84
Check	3/1/2012	auto	East West Bank	Cashiers check charge	Bank Service ...		6.00	1,272.84
Deposit	3/2/2012			Deposit	Receipts	57.20		1,330.04
Deposit	3/5/2012			Deposit	Receipts	277.80		1,607.84
Deposit	3/5/2012			Deposit	Receipts	407.20		2,015.04
Check	3/5/2012	auto	Bankcard	Bank Service Charges	Bank Service ...		236.52	1,778.52
Deposit	3/6/2012			Deposit	Receipts	447.20		2,225.72
Deposit	3/7/2012			Deposit	Receipts	165.80		2,391.52
Deposit	3/8/2012			Deposit	Receipts	210.40		2,601.92
Deposit	3/9/2012			Deposit	Receipts	204.40		2,806.32
Deposit	3/12/2012			Deposit	Receipts	101.80		2,908.12
Deposit	3/12/2012			Deposit	Receipts	744.80		3,652.92
Deposit	3/13/2012			Deposit	Receipts	298.80		3,951.72
Deposit	3/14/2012			Deposit	Receipts	259.40		4,211.12
Check	3/14/2012	1309	Empire Merchants Inc.	inv. 4122170	Liquor Inventory		1,679.92	2,531.20
Check	3/14/2012	auto	East West Bank	bank charges	Bank Service ...		6.00	2,525.20
Check	3/14/2012	auto	East West Bank	check order	Bank Service ...		116.50	2,408.70
Deposit	3/15/2012			Deposit	Receipts	52.60		2,461.30
Deposit	3/16/2012			Deposit	Receipts	297.00		2,758.30
Deposit	3/19/2012			Deposit	Receipts	48.40		2,806.70
Deposit	3/19/2012			Deposit	Receipts	563.12		3,369.82
Deposit	3/20/2012			Deposit	Receipts	476.60		3,846.42
Deposit	3/21/2012			Deposit	Receipts	72.40		3,918.82
Deposit	3/22/2012			Deposit	Receipts	206.60		4,125.42
Deposit	3/23/2012			Deposit	Receipts	72.60		4,198.02
Deposit	3/26/2012			Deposit	Receipts	426.00		4,624.02
Deposit	3/26/2012			Deposit	Receipts	477.60		5,101.62
Deposit	3/27/2012			Deposit	Receipts	215.10		5,316.72
Deposit	3/28/2012			Deposit	Receipts	38.40		5,355.12
Deposit	3/29/2012			Deposit	Receipts	117.40		5,472.52
Deposit	3/30/2012			Deposit	Receipts	105.80		5,578.32
Check	3/30/2012	1310	Regal Wine Imports Inc.	inv. nyc9753	Liquor Inventory		3,185.00	2,393.32
Check	3/30/2012	1311	Con Edison	40-1011-3618-0000-8	Utilities		890.02	1,503.30
Check	3/31/2012	auto	East West Bank	Bank maintenance fee	Bank Service ...		10.00	1,493.30
Deposit	4/2/2012			Deposit	Receipts	179.80		1,673.10

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Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Deposit	4/2/2012			Deposit	Receipts	215.60		1,888.70
Deposit	4/3/2012			Deposit	Receipts	422.20		2,310.90
Check	4/3/2012	auto ...	Bankcard	credit card service fees	Bank Service ...		203.33	2,107.57
Deposit	4/4/2012			Deposit	Receipts	179.40		2,286.97
Deposit	4/5/2012			Deposit	Receipts	107.60		2,394.57
Deposit	4/6/2012			Deposit	Receipts	129.40		2,523.97
Deposit	4/9/2012			Deposit	Receipts	403.60		2,927.57
Deposit	4/9/2012			Deposit	Receipts	1,388.20		4,315.77
Check	4/9/2012	1312	Crown Container Co.	commercial carter	Janitorial Expe...		58.79	4,256.98
Check	4/9/2012	1313	JFC International Inc.	inv.80-1114080	-SPLIT-		1,108.90	3,148.08
Deposit	4/10/2012			Deposit	Receipts	663.00		3,811.08
Deposit	4/16/2012			Deposit	Receipts	850.20		4,661.28
Deposit	4/17/2012			Deposit	Receipts	77.00		4,738.28
Deposit	4/18/2012			Deposit	Receipts	122.60		4,860.88
Deposit	4/19/2012			Deposit	Receipts	110.00		4,970.88
Deposit	4/20/2012			Deposit	Receipts	92.60		5,063.48
Deposit	4/23/2012			Deposit	Receipts	397.80		5,461.28
Deposit	4/23/2012			Deposit	Receipts	410.20		5,871.48
Check	4/23/2012	1314	Verizon	646-613-9288	-SPLIT-		441.56	5,429.92
Deposit	4/24/2012			Deposit	Receipts	108.40		5,538.32
Check	4/24/2012	1315	Con Edison	40-1011-3618-0000-8	-SPLIT-		471.63	5,066.69
Deposit	4/26/2012			Deposit	Receipts	27.60		5,094.29
Deposit	4/27/2012			Deposit	Receipts	134.00		5,228.29
Deposit	4/30/2012			Deposit	Receipts	113.00		5,341.29
Deposit	4/30/2012			Deposit	Receipts	522.20		5,863.49
Check	4/30/2012	1316	Opici Wine Company	invoice	-SPLIT-		3,078.54	2,784.95
Deposit	5/1/2012			Deposit	Receipts	127.20		2,912.15
Deposit	5/2/2012			Deposit	Receipts	121.00		3,033.15
Deposit	5/3/2012			Deposit	Receipts	244.20		3,277.35
Check	5/3/2012	auto	Bankcard		Bank Service ...		172.28	3,105.07
Deposit	5/4/2012			Deposit	Receipts	223.60		3,328.67
Deposit	5/7/2012			Deposit	Receipts	89.80		3,418.47
Deposit	5/7/2012			Deposit	Receipts	517.80		3,936.27
Check	5/7/2012	1317	Diamond Hong, Inc.	inv. 34643	Liquor Inventory		2,748.45	1,187.82
Deposit	5/8/2012			Deposit	Receipts	268.80		1,456.62
Deposit	5/9/2012			Deposit	Receipts	54.40		1,511.02
Deposit	5/10/2012			Deposit	Receipts	186.80		1,697.82
Deposit	5/11/2012			Deposit	Receipts	61.40		1,759.22
Deposit	5/14/2012			Deposit	Receipts	30.60		1,789.82
Deposit	5/14/2012			Deposit	Receipts	156.00		1,945.82
Deposit	5/15/2012			Deposit	Receipts	93.10		2,038.92
Deposit	5/16/2012			Deposit	Receipts	75.40		2,114.32
Deposit	5/16/2012			Deposit	Receipts	300.00		2,414.32
Check	5/16/2012	auto	East West Bank	cashier's check	Bank Service ...		6.00	2,408.32
Check	5/16/2012	1318	Beehive Beer Distributing	inv.	Liquor Inventory		696.33	1,711.99
Check	5/16/2012	1321	Empire Merchants Inc.		Liquor Inventory		807.33	904.66
Deposit	5/17/2012			Deposit	Receipts	133.40		1,038.06
Deposit	5/18/2012			Deposit	Receipts	83.00		1,121.06
Deposit	5/18/2012			Deposit	Receipts	937.00		2,058.06

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Accrual Basis

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Deposit	5/21/2012			Deposit	Receipts	309.80		2,367.86
Deposit	5/21/2012			Deposit	Receipts	349.80		2,717.66
Deposit	5/21/2012			Deposit	Receipts	2,220.00		4,937.66
Deposit	5/22/2012			Deposit	Receipts	19.63		4,957.29
Deposit	5/22/2012			Deposit	Receipts	1,444.00		6,401.29
Deposit	5/23/2012			Deposit	Receipts	148.80		6,550.09
Deposit	5/23/2012			Deposit	Receipts	988.00		7,538.09
Check	5/23/2012	1319	Apollo Fine Spirits	inv. 1108668	Liquor Inventory		3,633.72	3,904.37
Check	5/23/2012	1320	Beehive Beer Distributing		Liquor Inventory		2,034.00	1,870.37
Deposit	5/24/2012			Deposit	Receipts	17.80		1,888.17
Deposit	5/24/2012			Deposit	Receipts	635.00		2,523.17
Deposit	5/25/2012			Deposit	Receipts	144.00		2,667.17
Deposit	5/25/2012			Deposit	Receipts	717.00		3,384.17
Deposit	5/29/2012			Deposit	Receipts	142.80		3,526.97
Deposit	5/29/2012			Deposit	Receipts	776.20		4,303.17
Deposit	5/29/2012			Deposit	Receipts	1,268.00		5,571.17
Deposit	5/29/2012			Deposit	Receipts	1,042.00		6,613.17
Check	5/29/2012	1322	NYS Sales Tax	4/1-4/30/12	Sales Taxes		2,386.49	4,226.68
Deposit	5/30/2012			Deposit	Receipts	299.97		4,526.65
Deposit	5/31/2012			Deposit	Receipts	41.20		4,567.85
Check	5/31/2012	auto	East West Bank	maintenance fee	Bank Service ...		11.57	4,556.28
Check	6/1/2012	1323	Diamond Hong, Inc.	inv. 34828	Liquor Inventory		3,802.43	753.85
Deposit	6/1/2012			Deposit	Receipts	38.60		792.45
Deposit	6/4/2012			Deposit	Receipts	139.20		931.65
Deposit	6/4/2012			Deposit	Receipts	482.00		1,413.65
Check	6/4/2012	auto	Bankcard	credit card fee	Bank Service ...		208.98	1,204.67
Deposit	6/5/2012			Deposit	Receipts	227.60		1,432.27
Check	6/5/2012	1324	Crown Container Co.	inv. 28568	Janitorial Expe...		22.87	1,409.40
Deposit	6/6/2012			Deposit	Receipts	122.40		1,531.80
Deposit	6/7/2012			Deposit	Receipts	291.40		1,823.20
Deposit	6/8/2012			Deposit	Receipts	293.80		2,117.00
Check	6/8/2012	1325	Con Edison	40-1011-3618-0000-8	Utilities		377.99	1,739.01
Deposit	6/11/2012			Deposit	Receipts	354.20		2,093.21
Deposit	6/11/2012			Deposit	Receipts	364.20		2,457.41
Deposit	6/12/2012			Deposit	Receipts	94.00		2,551.41
Deposit	6/13/2012			Deposit	Receipts	212.80		2,764.21
Deposit	6/14/2012			Deposit	Receipts	110.80		2,875.01
Deposit	6/15/2012			Deposit	Receipts	29.60		2,904.61
Deposit	6/18/2012			Deposit	Receipts	219.80		3,124.41
Deposit	6/18/2012			Deposit	Receipts	630.00		3,754.41
Deposit	6/19/2012			Deposit	Receipts	209.60		3,964.01
Check	6/19/2012	1326	Beehive Beer Distributing		Liquor Inventory		1,438.53	2,525.48
Deposit	6/20/2012			Deposit	Receipts	153.60		2,679.08
Deposit	6/21/2012			Deposit	Receipts	211.60		2,890.68
Deposit	6/25/2012			Deposit	Receipts	83.00		2,973.68
Deposit	6/25/2012			Deposit	Receipts	766.40		3,740.08
Check	6/25/2012	1327	Apollo Fine Spirits		Liquor Inventory		1,748.34	1,991.74
Deposit	6/26/2012			Deposit	Receipts	236.00		2,227.74
Deposit	6/27/2012			Deposit	Receipts	409.80		2,637.54

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Accrual Basis

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Check	6/27/2012	1328	Diamond Hong, Inc.	inv. 35055	Liquor Inventory			1,061.15
Deposit	6/28/2012			Deposit	Receipts	92.60	1,576.39	1,153.75
Deposit	6/29/2012			Deposit	Receipts	120.40		1,274.15
Check	6/30/2012	auto	East West Bank	maintenance fee	Bank Service ...		10.00	1,264.15
Deposit	7/2/2012			Deposit	Receipts	146.60		1,410.75
Deposit	7/2/2012			Deposit	Receipts	334.40		1,745.15
Deposit	7/3/2012			Deposit	Receipts	303.40		2,048.55
Check	7/3/2012	auto ...	Bankcard	credit card service fee	Bank Service ...		176.58	1,871.97
Deposit	7/5/2012			Deposit	Receipts	112.00		1,983.97
Deposit	7/5/2012			Deposit	Receipts	127.00		2,110.97
Deposit	7/9/2012			Deposit	Receipts	86.00		2,196.97
Deposit	7/9/2012			Deposit	Receipts	413.00		2,609.97
Deposit	7/10/2012			Deposit	Receipts	147.00		2,756.97
Check	7/10/2012	1329	Crown Container Co.	inv. 289489	Janitorial Expe...		27.32	2,729.65
Check	7/10/2012	1330	Verizon	6466139288	Telephone Ex...		563.71	2,165.94
Check	7/10/2012	1331	Con Edison	40-1011-3618-000-8	Utilities		659.16	1,506.78
Deposit	7/11/2012			Deposit	Receipts	95.60		1,602.38
Deposit	7/12/2012			Deposit	Receipts	38.60		1,640.98
Deposit	7/13/2012			Deposit	Receipts	114.80		1,755.78
Deposit	7/16/2012			Deposit	Receipts	43.40		1,799.18
Deposit	7/16/2012			Deposit	Receipts	387.80		2,186.98
Deposit	7/17/2012			Deposit	Receipts	88.00		2,274.98
Deposit	7/18/2012			Deposit	Receipts	77.20		2,352.18
Deposit	7/19/2012			Deposit	Receipts	44.40		2,396.58
Deposit	7/20/2012			Deposit	Receipts	653.40		3,049.98
Deposit	7/23/2012			Deposit	Receipts	160.00		3,209.98
Deposit	7/23/2012			Deposit	Receipts	633.20		3,843.18
Deposit	7/24/2012			Deposit	Receipts	280.40		4,123.58
Deposit	7/25/2012			Deposit	Receipts	151.80		4,275.38
Deposit	7/26/2012			Deposit	Receipts	36.60		4,311.98
Check	7/26/2012	1332	NYS Employment Taxes	13-4175917	Payroll Expen...		984.91	3,327.07
Check	7/27/2012	1333	United States Treasury	4/1-6/30/12/941	Payroll Expen...		1,699.00	1,628.07
Deposit	7/30/2012			Deposit	Receipts	56.00		1,684.07
Deposit	7/30/2012			Deposit	Receipts	264.00		1,948.07
Deposit	7/30/2012			Deposit	Receipts	598.40		2,546.47
Deposit	7/31/2012			Deposit	Receipts	154.00		2,700.47
Check	7/31/2012	auto ...	East West Bank	bank maintenance fee	Bank Service ...		10.00	2,690.47
Deposit	8/1/2012			Deposit	Receipts	84.60		2,775.07
Deposit	8/2/2012			Deposit	Receipts	13.80		2,788.87
Deposit	8/3/2012			Deposit	Receipts	64.40		2,853.27
Check	8/3/2012	auto	Bankcard	credit card service fee	Bank Service ...		151.10	2,702.17
Deposit	8/6/2012			Deposit	Receipts	172.60		2,874.77
Deposit	8/6/2012			Deposit	Receipts	212.60		3,087.37
Check	8/6/2012	1334	Diamond Hong, Inc.	ESWL 35353	Liquor Inventory		2,170.44	916.93
Check	8/6/2012	1335	Crown Container Co.	ESWL 295014	Janitorial Expe...		27.22	889.71
Deposit	8/7/2012			Deposit	Receipts	67.60		957.31
Deposit	8/8/2012			Deposit	Receipts	14.80		972.11
Deposit	8/9/2012			Deposit	Receipts	756.00		1,728.11
Deposit	8/10/2012			Deposit	Receipts	121.80		1,849.91

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Accrual Basis

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Deposit	8/13/2012			Deposit	Receipts	274.40		2,124.31
Deposit	8/13/2012			Deposit	Receipts	302.20		2,426.51
Check	8/13/2012	1336	Empire Merchants Inc.	ESWL 4303959	Liquor Inventory			746.59
Check	8/13/2012	auto	East West Bank	Empire Merchants Cashier's ...	Bank Service ...		1,679.92	740.59
Deposit	8/14/2012			Deposit	Receipts		6.00	845.59
Check	8/14/2012	1337	Verizon	ESWL	Telephone Ex...	105.00		669.58
Deposit	8/15/2012			Deposit	Receipts	612.20	176.01	1,281.78
Deposit	8/16/2012			Deposit	Receipts	79.00		1,360.78
Deposit	8/17/2012			Deposit	Receipts	121.80		1,482.58
Deposit	8/20/2012			Deposit	Receipts	104.00		1,586.58
Deposit	8/20/2012			Deposit	Receipts	393.80		1,980.38
Deposit	8/21/2012			Deposit	Receipts	135.40		2,115.78
Deposit	8/22/2012			Deposit	Receipts	93.60		2,209.38
Deposit	8/23/2012			Deposit	Receipts	109.60		2,318.98
Deposit	8/24/2012			Deposit	Receipts	299.80		2,618.78
Deposit	8/27/2012			Deposit	Receipts	335.60		2,954.38
Deposit	8/27/2012			Deposit	Receipts	558.00		3,512.38
Deposit	8/28/2012			Deposit	Receipts	123.80		3,636.18
Deposit	8/29/2012			Deposit	Receipts	87.40		3,723.58
Check	8/29/2012	auto	NYS Taxation & Finance	NYS sales tax	Sales Taxes		3,016.41	707.17
Check	8/29/2012	auto	NYS Taxation & Finance	NYS sales tax	Sales Taxes		75.00	632.17
Deposit	8/30/2012			Deposit	Receipts	122.40		754.57
Deposit	8/31/2012			Deposit	Receipts	176.00		930.57
Deposit	9/4/2012	auto	East West Bank	bank maintenance fee	Bank Service ...		10.00	920.57
Deposit	9/4/2012			Deposit	Receipts	364.80		1,285.37
Deposit	9/4/2012			Deposit	Receipts	434.80		1,720.17
Deposit	9/4/2012			Deposit	Receipts	576.40		2,296.57
Check	9/4/2012	auto	Bankcard	credit card fees	Bank Service ...		186.14	2,110.43
Deposit	9/5/2012			Deposit	Receipts	117.20		2,227.63
Deposit	9/6/2012			Deposit	Receipts	284.20		2,511.83
Deposit	9/7/2012			Deposit	Receipts	299.80		2,811.63
Check	9/7/2012	1338	Seid's Equipment Inc.	inv. 2947	Janitorial Expe...		26.10	2,785.53
Deposit	9/10/2012			Deposit	Receipts	122.20		2,907.73
Deposit	9/10/2012			Deposit	Receipts	679.40		3,587.13
Deposit	9/11/2012			Deposit	Receipts	165.40		3,752.53
Check	9/11/2012	1339	Golden Eagle Trading Corp.	ESWL	Liquor Inventory		2,814.02	938.51
Deposit	9/12/2012			Deposit	Receipts	183.60		1,122.11
Deposit	9/13/2012			Deposit	Receipts	108.40		1,230.51
Deposit	9/14/2012			Deposit	Receipts	134.60		1,365.11
Deposit	9/17/2012			Deposit	Receipts	12.80		1,377.91
Deposit	9/17/2012			Deposit	Receipts	582.00		1,959.91
Check	9/17/2012	1340	Xiao Jin Chen	payroll 4/2/12-6/10/12	Payroll Expen...		1,173.38	786.53
Deposit	9/18/2012			Deposit	Receipts	167.00		953.53
Deposit	9/19/2012			Deposit	Receipts	91.60		1,045.13
Check	9/19/2012	1341	Crown Container Co.	ESWL	Janitorial Expe...		27.22	1,017.91
Check	9/19/2012	1342	Verizon	6466139288	Telephone Ex...		202.54	815.37
Deposit	9/20/2012			Deposit	Receipts	34.60		849.97
Deposit	9/21/2012			Deposit	Receipts	43.60		893.57
Deposit	9/24/2012			Deposit	Receipts	454.40		1,347.97

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Type	Date	Nm	Name	Memo	Split	Debit	Credit	Balance
Deposit	9/24/2012			Deposit	Receipts	480.60		1,828.57
Deposit	9/25/2012			Deposit	Receipts	312.80		2,141.37
Deposit	9/26/2012			Deposit	Receipts	125.20		2,266.57
Deposit	9/27/2012			Deposit	Receipts	241.60		2,508.17
Deposit	9/28/2012			Deposit	Receipts	134.40		2,642.57
Check	9/30/2012	auto	East West Bank	Maintenance fee	Bank Service ...		10.00	2,632.57
Deposit	10/1/2012			Deposit	Receipts	561.80		3,194.37
Deposit	10/1/2012			Deposit	Receipts	757.20		3,951.57
Deposit	10/2/2012			Deposit	Receipts	255.60		4,207.17
Deposit	10/3/2012			Deposit	Receipts	310.60		4,517.77
Check	10/3/2012	auto	Bankcard	credit card fee	Bank Service ...		208.19	4,309.58
Check	10/3/2012	1343	Diamond Hong, Inc.	VOID: GJE, RGJE created on...	Liquor Inventory	0.00		4,309.58
Deposit	10/4/2012			Deposit	Receipts	95.40		4,404.98
Deposit	10/5/2012			Deposit	Receipts	171.40		4,576.38
Deposit	10/9/2012			Deposit	Receipts	87.00		4,663.38
Deposit	10/9/2012			Deposit	Receipts	210.20		4,873.58
Deposit	10/9/2012			Deposit	Receipts	464.24		5,337.82
Deposit	10/10/2012			Deposit	Receipts	236.20		5,574.02
Deposit	10/11/2012			Deposit	Receipts	490.20		6,064.22
Deposit	10/12/2012			Deposit	Receipts	167.60		6,231.82
Check	10/12/2012	1344	Diamond Hong, Inc.	inv.35963	Liquor inventory		1,738.83	4,492.99
Deposit	10/15/2012			Deposit	Receipts	123.20		4,616.19
Deposit	10/15/2012			Deposit	Receipts	478.00		5,094.19
Deposit	10/16/2012			Deposit	Receipts	109.60		5,203.79
Check	10/16/2012	1345	NYS Sales Tax	9/1/ - 9/30	Sales Taxes		2,620.79	2,583.00
Check	10/16/2012	1346	Commissioner of Taxation a...	E 023409480-6	Sales Taxes		328.24	2,254.76
Deposit	10/17/2012			Deposit	Receipts	486.60		2,741.36
Check	10/17/2012	1347	Crown Container Co.	commercial carter	Janitorial Expe...		27.22	2,714.14
Deposit	10/18/2012			Deposit	Receipts	86.80		2,800.94
Deposit	10/19/2012			Deposit	Receipts	194.40		2,995.34
Deposit	10/22/2012			Deposit	Receipts	64.20		3,059.54
Deposit	10/22/2012			Deposit	Receipts	535.80		3,595.34
Check	10/22/2012	1348	United States Treasury	941-V	Payroll Expen...		2,184.32	1,411.02
Check	10/22/2012	1349	NYS Employment Taxes	payroll taxes	Payroll Expen...		670.06	740.96
Deposit	10/23/2012			Deposit	Receipts	203.20		944.16
Deposit	10/24/2012			Deposit	Receipts	138.40		1,082.56
Check	10/24/2012	1350	Verizon	6466139288128218	Telephone Ex...		240.80	841.76
Deposit	10/25/2012			Deposit	Receipts	89.00		930.76
Deposit	10/26/2012			Deposit	Receipts	154.80		1,085.56
Deposit	10/29/2012			Deposit	Receipts	138.20		1,223.76
Deposit	10/29/2012			Deposit	Receipts	532.20		1,755.96
Deposit	10/30/2012			Deposit	Receipts	738.60		2,494.56
Check	10/31/2012	auto	East West Bank	maintenance fee	Bank Service ...		10.00	2,484.56
Check	11/2/2012	auto	Bankcard	Credit Card fee	Bank Service ...		273.80	2,210.76
Deposit	11/5/2012			Deposit	Receipts	119.80		2,330.56
Deposit	11/6/2012			Deposit	Receipts	63.20		2,393.76
Deposit	11/7/2012			Deposit	Receipts	114.60		2,508.36
Deposit	11/8/2012			Deposit	Receipts	150.60		2,658.96
Deposit	11/9/2012			Deposit	Receipts	48.80		2,707.76

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Accrual Basis

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Deposit	11/13/2012			Deposit	Receipts	115.40		2,823.16
Deposit	11/13/2012			Deposit	Receipts	198.40		3,021.56
Deposit	11/13/2012			Deposit	Receipts	630.00		3,651.56
Check	11/13/2012	1351	Con Edison	40-1011-3618-0000-8	Utilities		734.23	2,917.33
Deposit	11/14/2012			Deposit	Receipts	138.20		3,055.53
Deposit	11/15/2012			Deposit	Receipts	107.40		3,162.93
Deposit	11/16/2012			Deposit	Receipts	154.60		3,317.53
Deposit	11/19/2012			Deposit	Receipts	331.20		3,648.73
Deposit	11/19/2012			Deposit	Receipts	647.20		4,295.93
Deposit	11/20/2012			Deposit	Receipts	420.40		4,716.33
Check	11/20/2012	1352	NYS Sales Tax	Oct. 2012 sales tax	Sales Taxes		2,596.74	2,119.59
Deposit	11/21/2012			Deposit	Receipts	353.60		2,473.19
Deposit	11/23/2012			Deposit	Receipts	151.20		2,624.39
Deposit	11/23/2012			Deposit	Receipts	1,230.80		3,855.19
Check	11/23/2012	1353	Diamond Hong, Inc.	inv. 36418	Liquor Inventory		2,794.15	1,061.04
Deposit	11/26/2012			Deposit	Receipts	348.20		1,409.24
Deposit	11/27/2012			Deposit	Receipts	86.80		1,496.04
Deposit	11/28/2012			Deposit	Receipts	76.20		1,572.24
Deposit	11/29/2012			Deposit	Receipts	356.40		1,928.64
Deposit	11/30/2012			Deposit	Receipts	166.40		2,095.04
Check	11/30/2012	auto	East West Bank	Bank maintenance fee	Bank Service ...		10.00	2,085.04
Deposit	12/3/2012			Deposit	Receipts	177.60		2,262.64
Deposit	12/3/2012			Deposit	Receipts	796.40		3,059.04
Check	12/3/2012	auto	Bankcard	credit card fee	Bank Service ...		185.78	2,873.26
Check	12/3/2012	auto	East West Bank	bank fee	Bank Service ...		23.00	2,850.26
Deposit	12/4/2012			Deposit	Receipts	264.80		3,115.06
Deposit	12/5/2012			Deposit	Receipts	136.40		3,251.46
Deposit	12/6/2012			Deposit	Receipts	68.80		3,320.26
Check	12/7/2012	1354	Apollo Fine Spirits	inv. 1208983	Liquor Inventory		2,565.24	755.02
Deposit	12/7/2012			Deposit	Receipts	166.80		921.82
Deposit	12/10/2012			Deposit	Receipts	200.60		1,122.42
Deposit	12/10/2012			Deposit	Receipts	521.40		1,643.82
Deposit	12/11/2012			Deposit	Receipts	165.60		1,809.42
Deposit	12/12/2012			Deposit	Receipts	281.00		2,090.42
Deposit	12/13/2012			Deposit	Receipts	171.00		2,261.42
Deposit	12/14/2012			Deposit	Receipts	475.60		2,737.02
Deposit	12/17/2012			Deposit	Receipts	197.20		2,934.22
Deposit	12/17/2012			Deposit	Receipts	736.40		3,670.62
Deposit	12/18/2012			Deposit	Receipts	84.20		3,754.82
Deposit	12/19/2012			Deposit	Receipts	163.40		3,918.22
Deposit	12/20/2012			Deposit	Receipts	601.60		4,519.82
Deposit	12/21/2012			Deposit	Receipts	202.60		4,722.42
Check	12/21/2012	1355	Regal Wine Imports Inc.	inv. 15604	Liquor Inventory		868.00	3,854.42
Deposit	12/24/2012			Deposit	Receipts	621.40		4,475.82
Deposit	12/24/2012			Deposit	Receipts	712.80		5,188.62
Deposit	12/26/2012			Deposit	Receipts	333.00		5,521.62
Deposit	12/26/2012			Deposit	Receipts	537.80		6,059.42
Deposit	12/28/2012			Deposit	Receipts	96.20		6,155.62
Deposit	12/31/2012			Deposit	Receipts	926.00		7,081.62

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Accrual Basis

Type	Date	Numb	Name	Memo	Split	Debit	Credit	Balance
Deposit	12/31/2012			Deposit	Receipts	191.80		7,273.42
Check	12/31/2012	auto	East West Bank	bank fee	Bank Service ...		10.00	7,263.42
Check	1/2/2013	1356	Con Edison	40-1011-3618-0000-8	Utilities		871.27	6,392.15
Check	1/2/2013	1357	Verizon	6466139288	Telephone Ex...		538.40	5,853.75
Deposit	1/2/2013			Deposit	Receipts	360.80		6,214.55
Deposit	1/2/2013			Deposit	Receipts	3,431.60		9,646.15
Check	1/2/2013	auto	Bankcard	Credit Card Fees	Bank Service ...	234.00	239.61	9,406.54
Deposit	1/3/2013			Deposit	Receipts		105.00	9,535.54
Check	1/4/2013	1358	NYC Fire Dept.	permit fee	Permit fees			9,535.54
Check	1/4/2013	1359	Robert Yan CPA	Accountant fees 5/1/12 - 11/3...	Professional F...		1,750.00	7,785.54
Deposit	1/4/2013			Deposit	Receipts	204.80		7,990.34
Deposit	1/7/2013			Deposit	Receipts	15.40		8,005.74
Deposit	1/7/2013			Deposit	Receipts	321.80		8,327.54
Deposit	1/8/2013			Deposit	Receipts	65.00		8,392.54
Deposit	1/9/2013			Deposit	Receipts	166.40		8,558.94
Check	1/9/2013	1360	Diamond Hong, Inc.	ESWL inv. 36973.36974.36975	Liquor Inventory		5,000.00	3,558.94
Deposit	1/10/2013			Deposit	Receipts	193.20		3,752.14
Deposit	1/11/2013			Deposit	Receipts	7.80		3,759.94
Deposit	1/14/2013			Deposit	Receipts	179.20		3,939.14
Deposit	1/14/2013			Deposit	Receipts	522.80		4,461.94
Deposit	1/15/2013			Deposit	Receipts	99.60		4,561.54
Check	1/15/2013	1361	JFC International Inc.	ESWL inv. 80-1238432.80-12...	Liquor Inventory		984.60	3,576.94
Check	1/15/2013	1362	Seven Sea's Wine & Spirits ...	ESWL inv. 41641E	Liquor Inventory		315.00	3,261.94
Check	1/15/2013	1363	Crown Container Co.	ESWL 317203.321707	Janitorial Expe...		54.44	3,207.50
Check	1/15/2013	1364	National Benefit Life Ins.	ESWL policy 8910-0202657	Insurance Exp...		127.20	3,080.30
Deposit	1/16/2013			Deposit	Receipts	187.40		3,267.70
Deposit	1/17/2013			Deposit	Receipts	93.80		3,361.50
Deposit	1/18/2013			Deposit	Receipts	194.20		3,555.70
Deposit	1/22/2013			Deposit	Receipts	123.60		3,679.30
Deposit	1/22/2013			Deposit	Receipts	163.00		3,842.30
Deposit	1/22/2013			Deposit	Receipts	451.00		4,293.30
Deposit	1/23/2013			Deposit	Receipts	114.60		4,407.90
Deposit	1/24/2013			Deposit	Receipts	586.40		4,994.30
Deposit	1/25/2013			Deposit	Receipts	68.20		5,062.50
Deposit	1/28/2013			Deposit	Receipts	131.20		5,193.70
Deposit	1/28/2013			Deposit	Receipts	568.20		5,761.90
Deposit	1/29/2013			Deposit	Receipts	142.40		5,904.30
Deposit	1/30/2013			Deposit	Receipts	83.20		5,987.50
Check	1/30/2013	1365	Crown Container Co.	ESWL	Janitorial Expe...		59.27	5,928.23
Deposit	1/31/2013			Deposit	Receipts	428.80		6,357.03
Check	1/31/2013	1366	Diamond Hong, Inc.	ESWL inv. 37193.37203	Liquor Inventory		3,174.96	3,182.07
Check	1/31/2013	1367	IRS/US Treasury	VOID:	Payroll Expen...	0.00		3,182.07
Check	1/31/2013	1368	IRS/US Treasury	Form 941V 4th QTR	Payroll Expen...		1,805.68	1,376.39
Check	1/31/2013	1369	NYS Employment Taxes	Form 945 4th Qtr.	Payroll Expen...		426.40	949.99
Check	1/31/2013	1370	IRS/US Treasury	ESWL 940-V	Payroll Expen...		249.00	700.99
Deposit	2/1/2013			Deposit	Receipts	463.40		1,164.39
Deposit	2/4/2013			Deposit	Receipts	73.20		1,237.59
Deposit	2/4/2013			Deposit	Receipts	777.80		2,015.39
Check	2/4/2013	auto	Bankcard	Credit card fees	Bank Service ...		263.66	1,751.73

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Accrual Basis

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Deposit	2/5/2013			Deposit	Receipts	303.80		2,055.53
Deposit	2/6/2013			Deposit	Receipts	33.80		2,089.33
Deposit	2/7/2013			Deposit	Receipts	754.20		2,843.53
Check	2/7/2013	1371	Diamond Hong, Inc.	VOID: GJE, RGJE created on...	Liquor Inventory			2,843.53
General Jo...	2/7/2013	4RRR	Diamond Hong, Inc.	For CHK 1371 voided on 03/0...	Liquor Inventory			1,451.53
Check	2/7/2013	1372	Art of Wine	inv. 1212728	Liquor Inventory		1,392.00	859.53
Deposit	2/8/2013			Deposit	Receipts	179.60	592.00	1,039.13
Deposit	2/11/2013			Deposit	Receipts	233.00		1,272.13
Deposit	2/11/2013			Deposit	Receipts	835.40		2,107.53
Deposit	2/12/2013			Deposit	Receipts	123.20		2,230.73
Deposit	2/13/2013			Deposit	Receipts	217.20		2,447.93
Check	2/13/2013	1373	Con Edison	40-10113618-0000-8	Utilities		536.91	1,911.02
Deposit	2/14/2013			Deposit	Receipts	77.00		1,988.02
Deposit	2/15/2013			Deposit	Receipts	267.80		2,255.82
Deposit	2/19/2013			Deposit	Receipts	141.60		2,397.42
Deposit	2/19/2013			Deposit	Receipts	267.40		2,664.82
Deposit	2/19/2013			Deposit	Receipts	869.00		3,533.82
Deposit	2/20/2013			Deposit	Receipts	132.20		3,666.02
Deposit	2/21/2013			Deposit	Receipts	120.40		3,786.42
Deposit	2/22/2013			Deposit	Receipts	151.80		3,938.22
Check	2/22/2013	1374	Optici Wine Company	inv. 359164	Liquor Inventory		3,792.32	145.90
Deposit	2/25/2013			Deposit	Receipts	144.20		290.10
Deposit	2/25/2013			Deposit	Receipts	446.60		736.70
Deposit	2/26/2013			Deposit	Receipts	69.20		805.90
Deposit	2/27/2013			Deposit	Receipts	73.20		879.10
Deposit	2/28/2013			Deposit	Receipts	83.40		962.50
Check	2/28/2013	auto	East West Bank	bank service fee	Bank Service ...		10.00	952.50
Deposit	3/1/2013			Deposit	Receipts	55.20		1,007.70
Deposit	3/4/2013			Deposit	Receipts	10.80		1,018.50
Deposit	3/4/2013			Deposit	Receipts	511.00		1,529.50
Check	3/4/2013	auto	American Express	credit card fee	Bank Service ...		7.95	1,521.55
Check	3/4/2013	auto	Bankcard	credit card fee	Bank Service ...		190.48	1,331.07
Deposit	3/5/2013			Deposit	Receipts	156.80		1,487.87
Deposit	3/6/2013			Deposit	Receipts	145.60		1,633.47
Check	3/6/2013	1375	Apollo Fine Spirits	inv. 1300041	Liquor Inventory		1,623.00	10.47
Check	3/6/2013	1376	Art of Wine	inv. 13000040	Liquor Inventory		352.00	-341.53
Deposit	3/7/2013			Deposit	Receipts	300.40		-41.13
Deposit	3/8/2013			Deposit	Receipts	112.40		71.27
Deposit	3/11/2013			Deposit	Receipts	90.80		162.07
Deposit	3/11/2013			Deposit	Receipts	328.60		490.67
Deposit	3/12/2013			Deposit	Receipts	68.80		559.47
Check	3/12/2013	1377	Crown Container Co.	inv. P8904	Janitorial Expe...		22.39	537.08
Deposit	3/13/2013			Deposit	Receipts	39.40		576.48
Deposit	3/14/2013			Deposit	Receipts	31.60		608.08
Deposit	3/15/2013			Deposit	Receipts	118.40		726.48
Check	3/15/2013	1378	Con Edison	40-1011-3618-0000-8	Utilities		715.53	10.95
Check	3/15/2013	1379	Seid's Equipment Inc.	inv. 4013	Janitorial Expe...		26.10	-15.15
Deposit	3/18/2013			Deposit	Receipts	57.20		42.05
Deposit	3/18/2013			Deposit	Receipts	695.20		737.25

East West Bank ESWL
East West Bank Account
 All Transactions

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Accrual Basis

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Deposit	3/19/2013			Deposit	Receipts	221.40		958.65
Deposit	3/20/2013			Deposit	Receipts	53.40		1,012.05
Check	3/20/2013	1380	Art of Wine	inv. 1300711	Liquor Inventory		66.00	946.05
Deposit	3/21/2013			Deposit	Receipts	153.40		1,099.45
Deposit	3/22/2013			Deposit	Receipts	56.40		1,155.85
Deposit	3/25/2013			Deposit	Receipts	127.60		1,283.45
Deposit	3/25/2013			Deposit	Receipts	804.00		2,087.45
Deposit	3/26/2013			Deposit	Receipts	147.80		2,235.25
Check	3/26/2013	1381	Con Edison	40-1011-3618-0000-8	Utilities		921.57	1,313.68
Deposit	3/27/2013			Deposit	Receipts	35.40		1,349.08
Deposit	3/28/2013			Deposit	Receipts	67.00		1,416.08
Check	3/28/2013	1382	Verizon	6466139288128218N	Telephone Ex...		817.16	598.92
Deposit	3/29/2013			Deposit	Receipts	356.60		955.52
Check	3/31/2013	auto	East West Bank	bank maintenance fee	Bank Service ...		10.00	945.52
Deposit	4/1/2013			Deposit	Receipts	477.60		1,423.12
Check	4/2/2013	auto	Bankcard	credit card fees	Receipts	1,220.00	154.67	2,643.12
Deposit	4/3/2013			Deposit	Receipts	81.40		2,488.45
Check	4/3/2013	auto	American Express	credit card fees	Bank Service ...		7.95	2,569.85
Deposit	4/4/2013			Deposit	Receipts	56.20		2,561.90
Deposit	4/5/2013			Deposit	Receipts	22.40		2,618.40
Deposit	4/8/2013			Deposit	Receipts	119.60		2,640.50
Check	4/8/2013	1383	NYS Sales Tax	13-4175917	Receipts	151.20	2,490.50	2,760.10
Deposit	4/9/2013			Deposit	Sales Taxes			2,911.30
Check	4/9/2013	1384	Crown Container Co.	P8904 inv.345143	Receipts	174.80		420.80
Deposit	4/10/2013			Deposit	Janitorial Expe...		27.22	595.68
Check	4/11/2013	1385	NYS Employment Taxes	1st qtr. withholding	Receipts	36.40		568.30
Deposit	4/12/2013			Deposit	Payroll Expen...	113.60		604.78
Deposit	4/15/2013			Deposit	Receipts	121.40	844.62	718.38
Deposit	4/15/2013			Deposit	Receipts	429.40		-126.24
Deposit	4/16/2013			Deposit	Receipts	453.60		-4.84
Deposit	4/17/2013			Deposit	Receipts	81.00		424.56
Deposit	4/18/2013			Deposit	Receipts	60.60		878.16
Check	4/18/2013	1386	Commissioner of Taxation a...	L-039208315-1	Receipts	139.60	262.76	959.16
Deposit	4/19/2013			Deposit	Sales Taxes			1,019.76
Deposit	4/22/2013			Deposit	Receipts	125.20		1,159.36
Deposit	4/22/2013			Deposit	Receipts	105.60		896.60
Deposit	4/22/2013			Deposit	Receipts	136.80		1,021.80
Deposit	4/22/2013			Deposit	Receipts	484.80		1,127.40
Deposit	4/23/2013			Deposit	Receipts	202.80		1,264.20
Deposit	4/24/2013			Deposit	Receipts	44.40		1,749.00
Deposit	4/25/2013			Deposit	Receipts	108.80		1,951.80
Check	4/25/2013	1387	Latitude Beverage Co	Inv. # LBINY 617 Credit \$141	Receipts		1,752.00	1,996.20
Deposit	4/26/2013			Deposit	Liquor Inventory	144.20		2,105.00
Deposit	4/29/2013			Deposit	Receipts	280.00		353.00
Deposit	4/29/2013			Deposit	Receipts	511.00		497.20
Deposit	4/30/2013	auto	East West Bank	Maintenance fee	Receipts	151.40	10.00	777.20
Check	4/30/2013				Bank Service ...			1,288.20
								1,439.60
								1,429.60

East West Bank ESWL
East West Bank Account
 All Transactions

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 Accrual Basis

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Deposit	5/1/2013			Deposit	Receipts			1,498.00
Check	5/1/2013	auto	American Express	Credit card fees	Bank Service ...	68.40		1,490.05
Deposit	5/2/2013			Deposit	Receipts	669.40	7.95	2,159.45
Check	5/2/2013	auto	Bankcard	Credit card fees	Bank Service ...		169.42	1,990.03
Deposit	5/3/2013			Deposit	Receipts	18.80		2,008.83
Check	5/3/2013	auto	American Express	Credit card fees	Bank Service ...		7.95	2,000.88
Deposit	5/6/2013			Deposit	Receipts	442.60		2,443.48
Deposit	5/6/2013			Deposit	Receipts	519.80		2,963.28
Check	5/6/2013	1388	NYS Sales Tax	Sales tax 4/1 -4/30/13	Sales Taxes		2,182.19	781.09
Deposit	5/7/2013			Deposit	Receipts	200.60		981.69
Deposit	5/8/2013			Deposit	Receipts	108.20		1,089.89
Check	5/8/2013	1389	Verizon	6466139288128218	Telephone Ex...		554.43	535.46
Deposit	5/10/2013			Deposit	Receipts	104.60		640.06
Deposit	5/13/2013			Deposit	Receipts	215.20		855.26
Deposit	5/13/2013			Deposit	Receipts	234.00		1,089.26
Deposit	5/14/2013			Deposit	Receipts	268.60		1,357.86
Deposit	5/15/2013			Deposit	Receipts	107.80		1,465.66
Deposit	5/17/2013			Deposit	Receipts	124.00		1,589.66
Deposit	5/17/2013			Deposit	Receipts	240.80		1,830.46
Check	5/17/2013	1390	Robert Yan CPA	Acct. period 12/1/12 -5/31/13	Professional F...		1,750.00	80.46
Deposit	5/20/2013			Deposit	Receipts	67.00		147.46
Deposit	5/20/2013			Deposit	Receipts	479.00		626.46
Deposit	5/21/2013			Deposit	Receipts	47.60		674.06
Deposit	5/22/2013			Deposit	Receipts	97.20		771.26
Check	5/22/2013	1391	Con Edison	Utilities	Utilities		1,129.38	-358.12
Deposit	5/23/2013			Deposit	Receipts	213.20		-144.92
Deposit	5/24/2013			Deposit	Receipts	134.00		-10.92
Deposit	5/28/2013			Deposit	Receipts	24.40		13.48
Deposit	5/28/2013			Deposit	Receipts	167.20		180.68
Deposit	5/28/2013			Deposit	Receipts	703.20		883.88
Deposit	5/29/2013			Deposit	Receipts	115.60		999.48
Check	5/29/2013	1392	Crown Container Co.	inv. 351200	Janitorial Expe...		27.22	972.26
Deposit	5/30/2013			Deposit	Receipts	319.60		1,291.86
Deposit	5/31/2013			Deposit	Receipts	266.80		1,558.66
Check	5/31/2013	auto	East West Bank	bank maintenance fee	Bank Service ...		10.00	1,548.66
Deposit	6/3/2013			Deposit	Receipts	32.80		1,581.46
Deposit	6/3/2013	auto	Bankcard	credit card fees	Bank Service ...		190.24	2,031.06
Check	6/3/2013			Check	Receipts	449.60		1,840.82
Deposit	6/4/2013	auto	American Express	credit card fees	Bank Service ...		7.95	1,890.02
Check	6/4/2013			Check	Receipts	49.20		1,882.07
Deposit	6/5/2013			Deposit	Receipts	74.20		1,956.27
Deposit	6/6/2013			Deposit	Receipts	65.60		2,021.87
Deposit	6/7/2013			Deposit	Receipts	29.80		2,051.67
Deposit	6/10/2013			Deposit	Receipts	236.00		2,287.67
Deposit	6/10/2013			Deposit	Receipts	437.40		2,725.07
Deposit	6/11/2013			Deposit	Receipts	184.40		2,909.47
Check	6/11/2013	1393	NYS Sales Tax	ST810 13-4175917 5/31/13	Sales Taxes		2,250.34	659.13
Deposit	6/12/2013			Deposit	Receipts	121.20		780.33
Deposit	6/13/2013			Deposit	Receipts	144.40		924.73

East West Bank ESWL
 East West Bank Account
 All Transactions

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 Accrual Basis

Type	Date	Num	Name	Memo	Split	Debit	Credit	Balance
Deposit	6/14/2013			Deposit	Receipts	97.00		1,021.73
Deposit	6/17/2013			Deposit	Receipts	114.00		1,135.73
Deposit	6/17/2013			Deposit	Receipts	306.80		1,442.53
Deposit	6/18/2013			Deposit	Receipts	103.60		1,546.13
Deposit	6/19/2013			Deposit	Receipts	225.80		1,771.93
Deposit	6/20/2013			Deposit	Receipts	166.60		1,938.53
Deposit	6/21/2013			Deposit	Receipts	172.40		2,110.93
Check	6/21/2013	1394	Verizon	telephone charges	Telephone Ex...		267.46	1,843.47
Deposit	6/24/2013			Deposit	Receipts	229.40		2,072.87
Deposit	6/24/2013			Deposit	Receipts	288.80		2,361.67
Deposit	6/25/2013			Deposit	Receipts	64.80		2,426.47
Deposit	6/26/2013			Deposit	Receipts	105.80		2,532.27
Deposit	6/27/2013			Deposit	Receipts	202.00		2,734.27
Deposit	6/28/2013			Deposit	Receipts	76.07		2,810.34
Check	6/30/2013	auto	East West Bank	bank maintenance fee	Bank Service ...		10.00	2,800.34
Total East West Bank						350,019.32	347,218.98	2,800.34
TOTAL						350,019.32	347,218.98	2,800.34

EXHIBIT "4"

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK - CIVIL TERM - PART 51

-----X
MARGARET WU,

Plaintiff,

-against-

Index No.
300080/09

PHILLIP WU

Defendant.
-----X

MOTION

60 Centre Street
New York, New York
October 9, 2013

B E F O R E:

HONORABLE MATTHEW F. COOPER

JUSTICE

A P P E A R A N C E S:

HARRY S. JACOBS, ESQ.,
ATTORNEY FOR MARGARET WU
26 COURT STREET
BROOKLYN, NEW YORK 11242

LAW OFFICES OF ANTHONY CAPETOLA
ATTORNEYS FOR PHILLIP WU
2 HILLSIDE AVENUE
NEW YORK, NEW YORK
BY: DANIELLE SEID, ESQ.,

DEAN K FONG, ESQ.,
RECEIVER
212 CANAL STREET
NEW YORK, NEW YORK 10013

APPEARANCES CONTINUED:

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APPEARANCES CONTINUED:

BRYAN CAVE, LLP
ATTORNEYS FOR THE RECEIVER
1299 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10104
BY: SUZANNE M. BERGER, ESQ.,

- ALSO PRESENT-

ALTERMAN & BOOP, LLP
ATTORNEYS FOR THE UNION
35 WORTH STREET
NEW YORK, NEW YORK 10013
BY: LORNA PETERSON, ESQ.,

MARK L. LUBELSKY AND ASSOCIATES.
ATTORNEYS FOR J. WU & L. WU/BANKRUPTCY/
PROPOSED INTERVENORS
123 WEST 18TH STREET
NEW YORK, NEW YORK 10011
BY: MARK L LUBELSKY, ESQ.,

MARK M. BASICHAS AND ASSOCIATES, PC
ATTORNEYS FOR QUEEN ELIZABETH
233 BROADWAY, SUITE 207
NEW YORK, NEW YORK 10279
BY: MARK M. BASICHAS, ESQ.,

PRYOR CASHMAN, LLP
ATTORNEYS FOR SHANGHAI COMMERCIAL BANK
LIMITED, NEW YORK BRANCH, AS SECURED CREDITOR
IN THE QERC BANKRUPTCY
7 TIMES SQUARE
NEW YORK, NEW YORK, 10036
BY: SETH H. LIEBERMAN, ESQ.,

VINCENT J. PALOMBO, RMR, CRR
OFFICIAL COURT REPORTER

1 PROCEEDINGS

2 THE COURT: This is the case of Margaret Wu
3 against Phillip Wu, Index Number 300080, 2009.

4 I have a multitude of attorneys before me,
5 which is unusual in a matrimonial part, so let's start
6 with the plaintiff, then the defendant, then everybody
7 else. Appearances.

8 MR. JACOBS: Harry S Jacobs, 26 Court Street,
9 Brooklyn, appearing for the plaintiff, Margaret Wu.

10 MS. SEID: Good morning, your Honor.

11 Danielle Seid for Law Offices of Anthony
12 Capetola, 2 Hill Side Avenue, New York, New York, for
13 the defendant, Phillip Wu.

14 THE COURT: Let's go to the receiver's
15 counsel.

16 MR. FONG: Dean K Fong, 212 Canal Street, New
17 York, New York 10013

18 MS. BERGER: Suzanne Berger, Bryan Cave, 1299
19 Avenue of the Americas for the receiver, Dean K Fong.

20 THE COURT: And for the union?

21 MS. PETERSON: Lorna Peterson, 35 Worth
22 Street, New York, New York, for the workers.

23 THE COURT: And everybody else involved,
24 there is a bankruptcy proceeding.

25 MR. LUBELSKY: Good morning, your Honor.

26 Mark Lubelsky, 123 West 18th Street 10011,

1 PROCEEDINGS

2 for proposed intervenors, Jeffrey Wu and Lewis Wu.

3 MR. BASICHAS: Good morning. Mark Basichas,
4 233 Broadway, Suite 207, New York, New York 10279, by
5 special appearance for Queen Elizabeth, QERC.

6 MR. LIEBERMAN: Good morning, your Honor.

7 Seth Lieberman, Pryor Cashman, 7 Times
8 Square, New York, New York, 10036, for Shanghai
9 Commercial Bank Limited, New York branch, as secured
10 creditor in the QERC bankruptcy.

11 THE COURT: What parties are present today?

12 MS. SEID: The defendant is present.

13 MR. LUBELSKY: Lewis Wu is also present.

14 MR. JACOBS: Margaret Wu is on her way in.
15 She's a little delayed, if you'll permit me to --

16 THE COURT: We also have the interpreter
17 here? No? No interpreter.

18 Why doesn't everyone be seated.

19 We're here for one thing today, and that is
20 the application by Ms. Berger, of counsel, to utilize
21 funds that are being held so as to hire bankruptcy
22 counsel.

23 I understand the bankruptcy stay is still in
24 effect.

25 MR. LUBELSKY: Your Honor, if I may,
26 regarding the bankruptcy case.

1 PROCEEDINGS

2 Everything regarding QERC was removed to the
3 bankruptcy court. No party has objected, so it's not
4 merely there's an automatic stay. Anything regarding
5 QERC is no longer before this Court at this time.

6 MS. BERGER: I'll let Mr. Jacobs speak first.

7 MR. JACOBS: Judge, I'm not familiar with
8 bankruptcy law at all. But the situation came up in
9 another matter. I did a little research and I learned
10 that there is a provision of the Bankruptcy Code, 11
11 usc 362(b), which provides that the automatic stay does
12 not pertain to actions which involve the establishment
13 or modification of an order for domestic support
14 obligations.

15 Now, given that there is no automatic stay,
16 and we have this matrimonial action which relates to
17 domestic support obligations in terms of child support
18 and maintenance, and the maintenance of this action, I
19 submit that there is no automatic stay with regard to
20 the funds that the receiver is holding, that fund being
21 created to maintain and manage this domestic relations
22 action.

23 THE COURT: I need those funds in order to be
24 sure that the wife and the children receive what
25 they're entitled to under the orders; right?

26 MR. JACOBS: My client needs her support --

1 PROCEEDINGS

2 THE COURT: And when I say I need, that's the
3 money that I can look to in terms of -- or you will
4 look to and I can then say that money should be
5 utilized to pay for the wife and the children.

6 MR. JACOBS: So you could, I submit, without
7 restriction with that reading of the code, and I'm
8 going to guess there are smarter bankruptcy people in
9 this room than I am, but I submit that this Court could
10 instruct the receiver to pay to my client the sums that
11 have not been paid since this bankruptcy was created
12 and pay, at least some portion of the expenses
13 associated with this action, whether that's a counsel
14 fee -- I certainly have no objection to Bryan Cave
15 retaining bankruptcy counsel -- obviously, they're in
16 this because of the Court's assignment, Mr. Fong, as
17 receiver -- that some provisions be made from those
18 funds for my client, for me, in the domestic relations
19 action -- to which the stay does not pertain.

20 So as the plaintiff, I consent to the
21 retention of counsel by the receiver to represent him
22 in the bankruptcy action because it's part and parcel
23 of this, and I'm requesting that the Court permit a
24 distribution from the receiver's funds pursuant to an
25 order of your Honor, that direct an immediate release
26 of -- I think it's three months that she hasn't been

1 PROCEEDINGS

2 paid her support, and Mr. Wu, I believe has been
3 paying, but certainly distribute to her immediately the
4 sum of \$15,000.

5 THE COURT: You mean Mr. Wu has been paying?

6 MR. JACOBS: I believe Mr. Philip Wu has been
7 paying his support.

8 MS. SEID: He has been paying his support and
9 I have a support check for Mrs. Wu here today.

10 MR. JACOBS: He has now paid his support,
11 when I get this envelope.

12 THE COURT: He's paid in full, the amount he
13 is required to under Judge Evans's order?

14 MR. JACOBS: No, you gave him a break in May
15 that he would pay \$1,500 a month and Mr. Fong would pay
16 from the receiver's account \$5,000.

17 THE COURT: Right.

18 MR. JACOBS: So Mr. Philip Wu has been pretty
19 timely.

20 Mr. Fong has, of course, stopped because of
21 what everybody believed to be the automatic stay
22 provision, which again does not pertain to domestic
23 relations order.

24 THE COURT: It's hard to see how a bankruptcy
25 court could prevent a wife in a matrimonial case from
26 getting the money she needs to live --

1 PROCEEDINGS

2 MR. LUBELSKY: Your Honor, if --

3 THE COURT: Part of it is child support, as
4 well.

5 MR. JACOBS: Correct.

6 THE COURT: And child support trumps all else
7 in life, as we know.

8 MR. LUBELSKY: Your Honor, if I may?

9 MS. BERGER: Before Mr. Lubelsky speaks
10 again, perhaps the rest of us can speak?

11 MS. SEID: Mr. Lubelsky hasn't spoken yet.

12 THE COURT: Let's deal with the motion first.
13 That's what I have, motion 22.

14 MS. BERGER: Yes that's my motion.

15 THE COURT: That's the motion so you can
16 retain counsel, bankruptcy counsel?

17 MS. SEID: Your Honor, my office filed
18 opposition --

19 THE COURT: I read your opposition, but
20 everybody else has bankruptcy counsel. You are all
21 specialists in bankruptcy, right? Mr. Lubelsky --

22 MR. LUBELSKY: I'm certainly not a specialist
23 in bankruptcy.

24 THE COURT: You work in bankruptcy practice?

25 MR. LUBELSKY: I'm not a bankruptcy
26 practitioner.

1 PROCEEDINGS

2 THE COURT: Who filed the petition?

3 MR. LUBELSKY: The petition was filed by
4 Mr. Glukman's office. This is -- Lewis Wu and Jeffrey
5 Wu and QERC take no position regarding the divorce,
6 obviously. It's not their horse.

7 The only position that Lewis Wu, Jeffrey Wu
8 and QERC take is the entirety of the QERC estate.
9 Whatever that may be, has been removed to the
10 bankruptcy court. No one has objected.

11 Now, while Mr. Jacobs is incorrect in his
12 interpretation of the automatic stay --

13 MR. JACOBS: What?

14 MR. LUBELSKY: Incorrect.

15 It is a red herring. The automatic stay is
16 not applicable. It's been removed to bankruptcy court.

17 THE COURT: What does that mean?

18 That means the money being held by the
19 receiver cannot be used for anything?

20 MR. LUBELSKY: That's correct, without the
21 approval of the bankruptcy court.

22 THE COURT: Then I need to have the receiver
23 and counsel go into bankruptcy court. I can't rely on
24 what you tell me.

25 Do you have an order telling me that?

26 MR. LUBELSKY: I have a notice of removal to

1 PROCEEDINGS

2 show it's been removed to the bankruptcy court and the
3 Court -- your Honor has been provided with a copy of
4 the notice of removal.

5 THE COURT: What does it me, notice of
6 removal means -- what does the notice say?

7 MR. LUBELSKY: Notice says that everything
8 regarding QERC has been removed to the bankruptcy
9 court --

10 THE COURT: It's not -- this isn't regarding
11 QERC. This is money that --

12 MR. LUBELSKY: Any monies that came from --

13 THE COURT: My job here is to make sure that
14 this wife and these poor children get the money they
15 need to live on --

16 MS. SEID: Your Honor --

17 MR. LUBELSKY: Except --

18 THE COURT: Are you telling me that I'm going
19 to let them starve? Is that what you are telling me?

20 MR. LUBELSKY: She's running a liquor store --

21 THE COURT: No, they have the right to live
22 in the standard of living to which they had during the
23 marriage.

24 MR. LUBELSKY: But at this time --

25 THE COURT: You're telling me no because your
26 client somehow is entitled -- that somehow because you

1 PROCEEDINGS

2 filed bankruptcy, I am no longer permitted to do that?
3 Is that what you're telling me?

4 MR. LUBELSKY: I'm telling you the law is
5 clear, your Honor --

6 THE COURT: The law is clear that the
7 children have to go without? Is that what you're
8 telling me?

9 You're telling me these children should be
10 deprived?

11 MR. LUBELSKY: I will answer your question if
12 you give me a moment, your Honor.

13 The assets or the income, the resources of
14 QERC without the permission of the bankruptcy court
15 cannot be used for any purpose in this court.

16 THE COURT: The first thing I need then is
17 the receiver and counsel to go in and have those
18 issues --

19 MS. SEID: Your Honor, I haven't had an
20 opportunity yet --

21 MS. BERGER: I --

22 MS. SEID: I haven't had a chance to speak.

23 MS. BERGER: Neither have I and it's my
24 motion --

25 MS. SEID: You have been discussing your
26 motion --

1 PROCEEDINGS

2 THE COURT: Your papers don't tell me
3 anything. They simply say --

4 MS. SEID: My papers, your Honor, say a lot,
5 actually. My papers say that not only is the automatic
6 stay part and parcel of this matter --

7 THE COURT: What do you care --

8 MS. SEID: The parties' assets should not be
9 utilized.

10 THE COURT: Do you really care what happens
11 with the brothers?

12 MS. SEID: I care what happens with my
13 client, as his attorney.

14 THE COURT: If he doesn't get -- this is what
15 we'll do, then, even if that money doesn't come out of
16 the money that's being held by the receiver, then we
17 proceed and I hold him in contempt.

18 MS. SEID: Your Honor, there are --

19 THE COURT: Then I hold him in contempt. He
20 did this already before. He didn't pay, and then you
21 reached an agreement where you said the money could
22 come out of receiver money, now you're telling me you
23 don't want the money to come out of that, so therefore,
24 he better come up --

25 MS. SEID: There are ample funds from the
26 liquor store -- ample funds generated from the liquor

1 PROCEEDINGS

2 store, that the receiver is in 100 percent control
3 of --

4 THE COURT: I will put your man in, maybe
5 we'll go back to that. So now since he's hiding behind
6 the bankruptcy as maybe another way to get out of his
7 obligation --

8 MS. SEID: Your Honor, my client has no say
9 in what the receiver is paying or not paying --

10 THE COURT: Yes -- you are coming here
11 telling me you don't want them to pay --

12 MS. SEID: -- pursuant to the Court's order --

13 THE COURT: You don't even want them to have
14 counsel.

15 MS. SEID: I cannot file the bankruptcy
16 proceeding, your Honor --

17 THE COURT: I have no interest in what you
18 have to say --

19 MS. SEID: Your Honor, there are plenty of
20 funds from the liquor store --

21 THE COURT: If he doesn't -- if the money
22 doesn't come from the receiver, then -- what was it
23 \$8,000 a month?

24 MR. JACOBS: Five.

25 MS. SEID: Five.

26 THE COURT: The difference between 15 and

1 PROCEEDINGS

2 five --

3 MR. JACOBS: No, 15 from Mr. Wu; five from
4 the receiver. \$6,500 a month.

5 THE COURT: Good. Then --

6 MS. SEID: But the liquor store has been
7 closed for two weeks --

8 THE COURT: -- you better be prepared to have
9 your client come up with \$5,000 extra a month. Is he
10 willing --

11 MS. SEID: I haven't discussed that with him.
12 I discussed with him --

13 THE COURT: Mr. Wu, do you have the other
14 \$5,000 a month?

15 MR. WU: No, the receiver.

16 THE COURT: You agree it comes from the
17 receiver, but your attorney is telling me it shouldn't.

18 MS. SEID: I never said that, your Honor --

19 THE COURT: You just told me it shouldn't
20 come from the receiver.

21 MS. SEID: I never said that. I said the
22 money should go to Mrs. Wu as directed by the Court and
23 if the bankruptcy proceeding is going to deny her the
24 funds, that the liquor store has been producing enough
25 income each month in order to compensate Mrs. Wu.

26 Why the liquor store has been closed for the

1 PROCEEDINGS

2 last few weeks, maybe the receiver can explain, maybe
3 it's been done so my argument wouldn't be successful
4 that there is income to produce enough funds.

5 THE COURT: The order does not say it comes
6 from the liquor store. He is obligated to pay \$6,500 a
7 month under the order that's been in effect.

8 MS. SEID: Right, and your Honor, you allowed
9 the receiver to pay five --

10 THE COURT: -- five thousand to come from the
11 receiver, and now you don't want the receiver to have
12 money to go into bankruptcy court.

13 MS. SEID: Your Honor, I didn't argue that.

14 THE COURT: I don't understand --

15 MS. SEID: I don't think it's reasonable that
16 for the receiver to spend over \$1,300 per hour on
17 counsel to represent an him in adversary proceeding
18 when -- although it encompasses within the bankruptcy
19 proceeding, why his current attorney can't --

20 THE COURT: Because you're not a specialist
21 in bankruptcy. Everybody here is lawyered up for
22 bankruptcy court, so the receiver should be, as well.
23 That's the way it's going to work.

24 MS. SEID: And the monies are going to go for
25 the children and for equitable distribution, it's going
26 to be wasted on the receiver --

1 PROCEEDINGS

2 THE COURT: It doesn't seem to me to be a big
3 concern for your husband -- for your -- for the husband
4 in this case. Doesn't seem to be a big concern for his
5 brother. Doesn't seem to be a big concern to anybody
6 on your side of the aisle what the children get.

7 MS. SEID: I don't see that.

8 THE COURT: That's what it seems to me --

9 MS. SEID: I think it's very unusual that
10 Mr. Jacobs doesn't oppose the request being that he's
11 taking money from his client, as well.

12 THE COURT: I assume he realizes that his
13 client has to get -- this is the only ways his client
14 can get this case resolved and get what she is entitled
15 to.

16 MS. SEID: To constantly pay attorneys fees
17 and receiver fees? That's what is happening here. All
18 the parties' assets are being thrown away to cover the
19 costs of attorneys and receiver --

20 THE COURT: I was told for months it was all
21 being resolved, that the brother was going to step in
22 and do the right thing, the brother is going to take
23 care of it --

24 MR. JACOBS: This is like the little boy who
25 killed his parents and then pleads with the judge,
26 don't put me in jail, I am an orphan.

1 PROCEEDINGS

2 The Wu family started the litigation, now
3 they're complaining that the other side has to defend
4 themselves and lawyer up --

5 THE COURT: His side is suing the receiver,
6 practically claiming that he acted improperly --

7 MS. SEID: Your Honor --

8 MS. BERGER: That's correct.

9 MS. SEID: -- first of all, Queen Elizabeth
10 was acquired just a few months prior to the
11 commencement of this action. Mrs. Wu, arguably,
12 doesn't have an interest in this asset.

13 THE COURT: You know what, Judge Evans found
14 there was no --

15 MS. SEID: There was never a hearing --

16 THE COURT: -- nobody ever did anything.
17 Nobody ever appealed. Nobody gave --

18 MS. SEID: My client --

19 THE COURT: -- we've been through this a
20 million times. Last time I had Mr. -- what was his
21 name?

22 MR. BASICHAS: Mr. Young.

23 THE COURT: -- Mr. Young standing up being
24 belligerent on this issue, threatening a court officer
25 that he was going to beat him up. So I'm glad we have
26 other counsel.

1 PROCEEDINGS

2 MR. BASICHAS: That's why I'm here.

3 MS. SEID: My client is entitled to have a
4 hearing on whether or not that property is separate or
5 marital property, and until that happens, until there's
6 a decision by this Court to determine who has interest
7 in this property, this should not go any further,
8 because two-thirds of this property is owned by
9 nonparties to this action.

10 THE COURT: And I've been hearing this
11 from -- I've been told nobody has ever come forward
12 with a document that shows that.

13 MS. SEID: Yes, we did. My prior -- in a
14 prior motion that was filed, I annexed a document
15 showing that my clients two brothers each own a third
16 interest in the property. So that's not necessarily
17 true, but I still believe that in order for -- for this
18 to be decided one way or the other this Court needs to
19 have a hearing on the matter to determine the interest
20 and whether it's marital or separate property.

21 THE COURT: First I have to get everything
22 straightened out in bankruptcy court.

23 Mr. Jacobs.

24 MR. JACOBS: Judge, I move to hold Mr. Wu in
25 contempt for his failure on four or five occasions to
26 attend a deposition, to give him the opportunity to do

1 PROCEEDINGS

2 exactly what counsel has been saying --

3 THE COURT: Which Mr. Wu are you talking about?

4 MR. JACOBS: Philip Wu. For him to in some
5 way claim whatever position he has, he never has.

6 The only document that the Wu family has ever
7 come up with is a 2008 bank resolution that was totally
8 self serving for the three Wu brothers to represent
9 themselves in the financing of some other project or
10 Queen Elizabeth. But there's never been a document
11 that would reflect what the ownership was, and Mr. Wu
12 doesn't want to sit for a deposition.

13 So I have a motion pending --

14 THE COURT: What about brother Jeffrey, did
15 you have a deposition with him?

16 MR. JACOBS: I need Philip to first get a
17 basis for this. Jeffrey, I eventually would reach if
18 anybody would let me get to that point --

19 MS. SEID: Your Honor, that's not true.

20 Mr. Jacobs and I --

21 MR. JACOBS: Pardon --

22 MS. SEID: Don't speak to me that way.

23 MR. JACOBS: He --

24 MS. SEID: We agreed to deposition dates
25 which were adjourned by myself and also by Mr. Jacobs
26 and the last time was because my husband was having

1 PROCEEDINGS

2 emergency surgery, and when I saw Mr. Jacobs prior to
3 my vacation to Israel this summer, I saw him in court
4 and said: We need to speak about deposition dates. He
5 told me: I'm not going to speak to you about any
6 further deposition dates. I'm going to file a motion.

7 And we had the whole month to set up a
8 deposition time, so Mr. Jacobs could have had
9 deposition --

10 THE COURT: And I said -- a lot of this money
11 is going to be burned up. It's going to expenses, but
12 it's because -- your client bears the lion's share of
13 that responsibility. That's the way it is.

14 MS. SEID: My client is doing the best that
15 he can. Mrs. Wu has not --

16 THE COURT: I heard the whole story --

17 MS. SEID: -- all of the assets of the liquor
18 store --

19 THE COURT: -- driving around Philadelphia,
20 he's the idiot of the family. I know, I've heard the
21 story too many times.

22 MS. SEID: Mrs. Wu also has an obligation to
23 support her family. She's running the entire liquor
24 store and receiving every single income that comes
25 into --

26 THE COURT: All right, in terms of the motion

1 PROCEEDINGS

2 for counsel fees by the receiver is -- there is no
3 question that counsel fees that are needed for counsel
4 in bankruptcy court is a different type of counsel than
5 in a matrimonial or general business. It is a
6 specialized practice with a specialized bar. The
7 parties to bankruptcy -- who file bankruptcy have
8 bankruptcy counsel and in that bankruptcy there
9 apparently -- there are causes of action against the
10 receiver himself. The receiver must defend himself in
11 that proceeding. He cannot do it as a pro se attorney,
12 nor can Ms. Berger do it because that is not her area
13 of expertise.

14 It therefore, is incumbent upon me to grant
15 her application -- grant the receiver's application to
16 retain counsel from Ms. Berger's firm who specializes
17 in bankruptcy.

18 And, Ms. Berger, your papers, you stated a
19 person of --

20 MS. BERGER: Yes, and I have a proposed order
21 for your Honor to sign granting the motion that in the
22 decretal paragraph reads that the receiver shall be
23 permitted to retain Stephanie Wickouski as a bankruptcy
24 partner at Bryan Cave LLP to assist the receiver and
25 counsel in connection with the Chapter 11 bankruptcy
26 filing by Jeffrey Wu -- and continues, as to particular

PROCEEDINGS

proceedings, and to be compensated for said services at her normally hourly rate upon further application to the Court.

And I have copies. I'd like to hand that up, if I may.

THE COURT: Margaret Wu has no objection to it; Philip Wu does, am I correct?

MR. JACOBS: The order is limited to modifying the receiver appointment to permit counsel for the receiver to retain counsel and then the fee application will come forward.

MR. LUBELSKY: Your Honor, I just have one request regarding this motion, and Lewis Wu and Jeffrey Wu take no position on this. Ms. Berger initially did not serve me with this motion. I didn't become aware of it until there was some fight over an adjournment. Ms. Berger in e-mails -- and your chambers was unfortunately copied on -- strenuously took the position that it was not necessary to serve me with the motion. Can it just be clarified going forward that Ms. Berger and all other counsel should actually serve me with applications that they make in this court.

MS. BERGER: Actually, I'm glad you brought that up, Mr. Lubelsky, because I've not seen a notice of appearance filed by you or your firm in this case.

1 PROCEEDINGS

2 I do know you appeared in court, I do know that you --
3 your client hasn't been granted leave to intervene yet,
4 and there have been at least three people -- three
5 lawyers -- purporting to represent the other portions
6 of the Wu family. Your office, Pace Young's(ph)
7 office, Hugh Mo,(ph) none of whomever filed a notice of
8 appearance.

9 THE COURT: Tell you the truth, I am as
10 unclear as you are who represents whom.

11 MS. BERGER: And so if a notice of appearance
12 is filed in the case, I'm happy to serve whoever
13 formally appears, but what has been -- another factor
14 that's been increasing the expenses on everybody is
15 attorneys coming, attorneys going -- attorneys leaving.

16 THE COURT: I thought Mr. Mo is still on the
17 case. Mr. Mo stood her for months and represented --
18 he represented Jeffrey Wu and he was going to make sure
19 this case was resolved.

20 MS. BERGER: Maybe he is, but that's not my
21 understanding from proceedings in bankruptcy court.
22 So --

23 THE COURT: All of a sudden one day Mr. Wu is
24 not here -- excuse me, Mr. Mo is not here. Right.

25 MS. BERGER: My only position is if you file
26 a notice of appearance, happy to serve you.

1 PROCEEDINGS

2 If you don't file a notice of appearance,
3 unless the Court tells me otherwise, I don't think it's
4 appropriate.

5 MR. LUBELSKY: Your Honor, I have appeared by
6 virtue of the order to show cause to intervene. I've
7 appeared on the record no less than three times,
8 probably more, I've been CC'd on multiple
9 correspondences from her office and I have sent
10 correspondence to her office.

11 The position that there was some uncertainty
12 as to whether or not I should be served is a little
13 disingenuous. I've appeared on at least four
14 occasions, probably also exchanged business cards. It
15 is a simple issue. I should be served with the papers.
16 Period.

17 MR. JACOBS: Judge, I have a problem with
18 that. There was a phone conversation with the
19 bankruptcy judge by counsel involved in the bankruptcy
20 where the bankruptcy judge wanted consent from me, on
21 behalf of my client, to consent to the release of
22 certain documents going back, orders of this Court that
23 are otherwise protected under Domestic Relations Law as
24 confidential, distribution to bankruptcy counsel to
25 deal with the motion that Ms. Berger made.

26 So, this is a matrimonial action. We're not

1 PROCEEDINGS

2 divorcing Queen Elizabeth, we're not divorcing
3 Mr. Lubelsky, we're not divorcing his client.

4 If he wants to appear in this action and he
5 wants to share documents, then he has to appear in this
6 action and we have to get over the issue of whether
7 there's confidential information --

8 THE COURT: It's almost never allowed --
9 third parties, in matrimonial cases. This is a private
10 dispute between two people who are married.
11 Matrimonial cases are treated differently than all
12 other cases. You're not allowed to disclose pleadings,
13 you're not allowed to -- in fact, you're not even
14 allowed to go out and say the name of the parties,
15 there's all sorts of things that are not done. This is
16 not some general mass litigation.

17 MR. LUBELSKY: It is a little different,
18 though. This is not a private dispute of people
19 wanting to get a divorce. This is everyone wants to
20 use the assets of a company that Jeffrey Wu and Lewis
21 Wu own two-thirds of, as if it's fair game in the
22 marital proceeding and it's not. Jeffrey Wu and Lewis
23 Wu own two-thirds of Queen Elizabeth Realty --

24 THE COURT: Queen Elizabeth Realty is what
25 type of company?

26 MR. LUBELSKY: It is a company that owns real

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PROCEEDINGS

estate.

THE COURT: Is a corporation? Is it --

MR. LUBELSKY: It is a corporation.

THE COURT: Do I have a certificate of
corporation that says each has one-third interest.

MR. LUBELSKY: As part of our application to
intervene, we attached share certificates, which --

THE COURT: Do they say that each of them has
a one-third --

MR. LUBELSKY: They say each has --

THE COURT: Show me where it says that.

MS. SEID: I attached --

MS. PETERSON: Show me.

MR. LUBELSKY: I will.

THE COURT: I've been told by everybody that
there's nothing.

MR. LUBELSKY: Your Honor, if I can finish.

I also attached a resolution that was sworn
to to Shanghai Bank six months before this divorce
proceeding was commenced, where each brother sworn
under oath to Shanghai Bank that each brother owns one
third.

THE COURT: That, of course, as Ms. Berger
said is completely self-serving --

MS. BERGER: Mr. Jacobs --

1 PROCEEDINGS

2 THE COURT: -- or Mr. Jacobs.

3 MR. LUBELSKY: It was prior to the divorce --

4 THE COURT: My understanding is when you make
5 a corporation, they make it very clear what will be
6 each person's interest in it.

7 MR. LUBELSKY: The only person listed in the
8 articles of incorporation is Jeffrey Wu at formation,
9 but this was at all times a small closely-held family
10 corporation. But those -- that representation made to
11 the lender where each brother swore under oath that
12 each brother owns a third, the lender confirmed that
13 that was, in fact --

14 THE COURT: The problem here is if I allowed
15 you into this, you don't have any right to come and
16 object to what child support the children receive. How
17 dare you come in and say: We object to the child
18 support.

19 What gives you the right --

20 MR. LUBELSKY: I have not said that, your Honor.

21 THE COURT: That's what you're doing.

22 MR. LUBELSKY: The only thing I'm saying is
23 the assets of --

24 THE COURT: You're basically telling me I
25 don't care what happens to these children. That's what
26 you're telling me.

1 PROCEEDINGS

2 MR. LUBELSKY: Absolutely not, your Honor. I
3 have children of my own who I love very much.

4 The assets of QERC cannot be used --

5 THE COURT: It's different because you are
6 paying to support your children, right? They live with
7 you and you support them; is that correct?

8 MR. LUBELSKY: Of course I do, your Honor.

9 THE COURT: Therefore, that's what I have to
10 do here, which is a far more important process.

11 MR. LUBELSKY: But I can't use the assets of
12 something that I don't own to support my children. I
13 go to work every day to support my children.

14 THE COURT: Three years ago Judge Evans made
15 rulings --

16 MR. LUBELSKY: Now it's been removed to the
17 bankruptcy court --

18 MS. SEID: Your Honor, there's only one child
19 subject to child support at this point. The two other
20 children are emancipated.

21 THE COURT: Oh, just one kid --

22 MS. SEID: It's one kid.

23 THE COURT: So who cares about one kid.

24 MS. SEID: Your Honor, I'm not saying that.
25 I'm saying what was ordered as child support way back
26 should be modified because there's only one child

1 PROCEEDINGS

2 that's unemancipated --

3 THE COURT: And if your client had clean
4 hands and made the payments he was supposed to make --

5 MS. SEID: My client is up to date.

6 THE COURT: She hasn't gotten --

7 MS. SEID: -- child support --

8 THE COURT: -- because there's been a stay.

9 His payments are 6,500. You take the circular
10 reasoning that we don't want the money being paid out
11 of the receiver's money, but my client can't pay
12 anything else, so therefore he's up-to-date.

13 MS. SEID: Queen Elizabeth never supported my
14 client's family -- became a third owner of it months
15 prior to the commencement of this action and they
16 weren't even living together.

17 THE COURT: Your client amassed riches by
18 exploiting the workers of his restaurant.

19 MS. SEID: Mrs. Wu was certainly involved in
20 that matter and the Court never took a position to hold
21 Mrs. Wu accountable for anything generated from the
22 restaurant --

23 THE COURT: Because Judge Evans ordered
24 support and you didn't come in and do anything.

25 MS. SEID: I was not on the case at that
26 time. My firm had nothing to do with the matter, but

1 PROCEEDINGS

2 there's income generated from a liquor store that
3 should be used to compensate Mrs. Wu -- and the
4 receiver should give an explanation why the store has
5 been closed for two weeks at this point. And income
6 generated from the restaurant which was ill-gotten
7 income that Mrs. Wu is now benefitting from never
8 should have happened, and the Court should take that
9 into consideration, as well.

10 MS. BERGER: I want to point out that your
11 Honor ordered \$200,000 previously to be paid to the
12 restaurant workers union. That is money that was in
13 the receiver's account, presumably, distributable to
14 Mrs. Wu or some portion. So I want to point that out.

15 If your Honor would like the receiver to
16 address the liquor store, it's fine. I don't think
17 it's germane to this motion.

18 THE COURT: What's going on with the liquor
19 store?

20 MR. FONG: Your Honor, the liquor store has
21 been closed for approximately two weeks because of --
22 based upon the bankruptcy of Philip Wu, who is the sole
23 shareholder and the licensee with respect to the liquor
24 store, Mrs. Wu, Margaret Wu, is not in a position to
25 pay from her own funds from support payments that she
26 was getting from me to fund certain workers that were

1 PROCEEDINGS

2 still at the premises, as well as the rental
3 obligations.

4 My understanding from the fact that since
5 Philip Wu is in bankruptcy, there is some question as
6 to whether or not I can even operate the premises based
7 upon his bankruptcy filing, since he's the sole
8 shareholder and the licensee.

9 THE COURT: That's why -- again, all
10 important that you have a lawyer who is familiar with
11 bankruptcy law and bankruptcy procedures, so I don't
12 have to hear secondhand what's going on and you are
13 then involved in these proceedings.

14 So let me sign the order.

15 MR. JACOBS: Judge, will you entertain an
16 order that I submit to you directing Mr. Fong to pay
17 the arrears, to pay the money to Mrs. Wu?

18 THE COURT: I'm being told that -- is there a
19 stay on that money?

20 MR. JACOBS: I'm suggesting there is --

21 MS. SEID: Your Honor --

22 THE COURT: I believe there shouldn't be.

23 MR. JACOBS: I'm suggesting that --

24 MR. LUBELSKY: It's been removed. It's not
25 subject to the Court's jurisdiction at this time.

26 THE COURT: That there's money there from

1 PROCEEDINGS

2 other sources, as well?

3 MR. LUBELSKY: If there is money there from
4 sources that are unrelated to QERC, I take absolutely
5 no position.

6 THE COURT: I believe that I have
7 jurisdiction over the payment of child support that
8 can't be --

9 MS. SEID: Child support is being paid.

10 THE COURT: -- child support and maintenance,
11 that cannot be interfered with, so submit that order,
12 I'll sign it.

13 MR. JACOBS: Thank you, Judge.

14 MS. SEID: Based upon my client's personal
15 filing of bankruptcy this -- the automatic stay is
16 applicable with respect to all assets that are part of
17 the matrimonial estate, your Honor.

18 THE COURT: Automatic stay does not stay the
19 obligation to pay child support and maintenance.

20 MS. SEID: The child support application
21 could come from the liquor store and the income that's
22 generated from it. Mr. Wu filed for bankruptcy three
23 months ago. The store is only closed two weeks -- and
24 what --

25 MS. BERGER: But --

26 MS. SEID: -- the liquor license is in the

PROCEEDINGS

receiver's name at this point, because Mrs. Wu signed everything over to the receiver when he was first appointed. There's an order from the Court allowing that.

MS. BERGER: All the money from the liquor store -- most of the money from the liquor store was going into the receiver's account -- the credit card receipts and so forth. So we understood that to be -- Philip Wu continued to have some interest in it as part of the equitable estate, whatever it is, and therefore, we weren't releasing it.

If the parties want to enter into an order that allows that account to be used freely, I think that would work very well. But we've been told not to use any of those funds because some might belong to Philip and they might, because when your Honor finishes this case, some might --

MS. SEID: It is a marital asset. It's 100 percent a marital asset.

MS. BERGER: So if Ms. Seid wants to talk about an order that would allow that fund to be used as it was before, we're happy to do that. But the liquor store can't, as I understand it, operate the way it had been with those accounts frozen and without the receiver being able to advance money to buy inventory

1 PROCEEDINGS

2 and that sort of thing.

3 MS. SEID: Your Honor, upon review of the
4 account provided by the receiver with respect to the
5 liquor store is very suspect that every month cash
6 receipts are exactly the same, which is very unusual.

7 THE COURT: It's your position that the
8 receiver is somehow turning this all into a personal--

9 MS. SEID: I don't know what's going on.

10 THE COURT: -- some sort of personal profit --

11 MS. SEID: Since my firm got involved in this
12 case, nobody did anything. So upon reviewing the
13 documents, things are suspect and the Court should take
14 some interest to see where the assets are going because
15 it is part of the marital estate.

16 THE COURT: I am terribly interested.

17 MS. SEID: I think what needs to happen here
18 is valuation of the liquor store, which has never been
19 done for purposes of the divorce action, which no one
20 seems to be entertaining at all.

21 THE COURT: Who is going to pay --

22 MS. SEID: From the receiver --

23 THE COURT: No problem using the money from
24 these accounts for anything that's going to benefit
25 your client --

26 MS. SEID: The divorce is never going to end.

1 PROCEEDINGS

2 THE COURT: -- you don't want to use it for
3 anything that will benefit the other side --

4 MS. SEID: Your Honor --

5 THE COURT: -- or the child.

6 MS. SEID: My client hasn't been seeing a
7 cent of anything since this action started. Zero --

8 MR. JACOBS: Directed him -- the Court
9 directed him to pay an appraisal in 2009. He never
10 did. He never did anything.

11 Judge, what is upsetting me is that counsel
12 comes here each time and makes accusation and complains
13 and criticizes, yet the only motion that has ever come
14 from that side of the room is a failed motion by prior
15 counsel for modification of support, which your Honor
16 dismissed because it was insufficient and directed that
17 it be redone and it was redone eight months later for a
18 modification of support which your Honor granted. When
19 you modified \$14,000 a month to basically out of his
20 pocket \$1,500 and the rest of the money out of
21 Mr. Fong's pockets.

22 So the complaints from the defendant are a
23 little bit disturbing. You were going to put him in
24 jail twice. The guy was standing behind him with
25 handcuffs and we managed to weasel our way out of that
26 one, and Mr. Wu walked away happy, didn't cost him

1 PROCEEDINGS

2 anything, didn't go to jail. We were here a second
3 time in your new chambers and you were going to put him
4 jail and figure out a way that he wouldn't go to jail.

5 Counsel's criticism should fall on deaf ears
6 because Mr. Wu has been the beneficiary of your largess
7 and of Mr. Fong's bank account.

8 MS. SEID: Your Honor, I'm not going to file
9 motions because my client owes my firm close to
10 \$100,000 at this point.

11 Secondly --

12 THE COURT: But you have the duty to do
13 certain things. All you do is stand up here and say we
14 weren't attorneys then, we didn't do that, it isn't our
15 fault. Everybody else was stupid. Everybody else was
16 negligent. Everybody else did ridiculous things
17 because I wasn't involved in the case --

18 MS. SEID: What kind of motion am I going to
19 file at this point?

20 What needs to happen is a hearing on the
21 issue of whether or not Queen Elizabeth is marital
22 property or separate property and what, if any,
23 interest Mrs. Wu has in it at all. That's what needs
24 to happen here --

25 THE COURT: And you are not producing your
26 client for the deposition. So we can't have that

1 PROCEEDINGS

2 hearing.

3 MS. SEID: I attempted several times --

4 THE COURT: Reach a date. Right now. Tell
5 me what day you will produce him.

6 I want to this while I'm still in my 60s --
7 they may raise it to 80s.

8 (There is a pause in the proceedings.)

9 MS. SEID: Your Honor, I'm not a bankruptcy
10 attorney and I want to speak to Mr. Wu's bankruptcy
11 attorney prior to scheduling a date for deposition --

12 THE COURT: I thought you said there was no
13 need to have special bankruptcy attorneys, that
14 everybody can do bankruptcy.

15 MR. JACOBS: How about this, your Honor, how
16 about we agree on November 17th --

17 MS. SEID: No.

18 MR. JACOBS: How about November 12th, and if
19 counsel has a --

20 MS. SEID: I'm not available that day.

21 MR. JACOBS: How about if we --

22 THE COURT: Give me a day you're available.

23 MS. SEID: I need to speak to Mr. Wu's
24 bankruptcy attorney at this point because now he filed
25 for personal bankruptcy --

26 THE COURT: How can you sit here and

1 PROCEEDINGS

2 passionately say: What you need to do, Judge, is have
3 a hearing, and then when I'm going to give you a
4 hearing --

5 MS. SEID: I would be available for a hearing.

6 THE COURT: But I want --

7 MS. SEID: You want to have depositions
8 first.

9 THE COURT: I want depositions first. I want
10 to know what --

11 MS. SEID: I'll pick a date --

12 THE COURT: I want to know what the facts are
13 about this ownership. This isn't something that can be
14 done blindly.

15 MS. SEID: I understand that, but now the
16 bankruptcy is in play. I don't know what my client is
17 available to participate in at this point. I need to
18 speak with his bankruptcy attorney and then I can pick
19 a date.

20 MR. JACOBS: It's okay by me, Judge. If
21 that's what she wants.

22 THE COURT: That's her representation.

23 MS. SEID: That's fine.

24 THE COURT: So I've signed the order.
25 What else am I going to do?

26 MR. JACOBS: You're going to sign my order

1 PROCEEDINGS

2 for support, please.

3 That the money is to be released from the
4 receiver's account to Margaret Wu to cover the period
5 she's not received and going forward --

6 MS. SEID: Which period did she not receive
7 support from?

8 MS. BERGER: September, October.

9 MR. JACOBS: September, October.

10 THE COURT: The last three months, is that
11 correct?

12 MR. FONG: Yes.

13 MS. SEID: I was not aware of that.

14 MS. BERGER: The receiver has not been paying
15 the \$5,000 a month because bankruptcy counsel for Queen
16 Elizabeth said under penalty of sanctions, if monies
17 were paid, that would be a violation of the automatic
18 stay and the receiver had no wish to be --

19 THE COURT: Sanctioned or found in contempt
20 of bankruptcy court.

21 MS. BERGER: That's correct. And we have --
22 there are pending motions in the bankruptcy court to
23 dismiss the case. Those will be heard in due course by
24 bankruptcy court.

25 MR. LUBELSKY: Frankly, your Honor, if funds
26 of QERC, the funds that are the property of QERC are

1 PROCEEDINGS

2 utilized for purpose --

3 THE COURT: I'm not saying they are. There's
4 other money there.

5 MR. LUBELSKY: -- there will be contempt
6 proceedings against the receiver.

7 MS. BERGER: See.

8 MR. LUBELSKY: And that's absolutely
9 appropriate. My understanding --

10 THE COURT: Mr. Lubelsky, I thought you just
11 told me how important it was that the children receive
12 money to live. You told me you have two children who
13 you care for more than anything in the world and you
14 wouldn't deprive them --

15 MR. LUBELSKY: And I go to work every day to
16 support them and I would not expect anyone else to
17 support them.

18 THE COURT: But it's Mr. Wu's obligation to
19 support them and Mr. Wu is part of this organization.
20 And as far as I know, he stated that he was the sole
21 owner.

22 MS. SEID: No, he never said that, your
23 Honor. He said he was a owner. He never said the sole
24 owner.

25 THE COURT: Judge Evans interpreted that to
26 be the owner.

1 PROCEEDINGS

2 MS. SEID: It's clearly in the transcript --

3 MR. LUBELSKY: Interpretation was actually an
4 ownership interest. That's the quote from the
5 referee's report, an ownership interest.

6 THE COURT: So one third of that money is his
7 right? At a minimum, one third of that money is his,
8 right?

9 MR. LUBELSKY: That's an attractive
10 resolution, but that option is not available because of
11 bankruptcy court --

12 MR. JACOBS: Apartments were sold, houses
13 were sold --

14 THE COURT: There's other --

15 MR. JACOBS: This is not just rent received
16 from Queen Elizabeth.

17 THE COURT: Right. Other things were sold.
18 So it shouldn't be a problem.

19 Ms. Berger, you're saying if I sign the order
20 you won't be able to --

21 MS. BERGER: Well, I --

22 THE COURT: -- I would put you -- I don't
23 want to put you in the position of having Bryan Cave
24 surround you by US marshals.

25 MS. BERGER: Yes -- no, frankly, I'm not
26 entirely clear whether the receiver, under continuing

PROCEEDINGS

threat would be allowed to -- or whether it would be wise for him. Maybe we'll check with Judge Bernstein tomorrow when we're in bankruptcy court, because I would imagine Judge Bernstein would want the support obligation to be paid, as well. And that would be the smartest thing to do.

So I am -- and there are other monies in the account. There were other monies in the account. Ultimately, there will have to be an accounting between the parties at such time, but meanwhile that fund is for the benefit of both parties. That's what it was put there for.

And I tend to agree with Mr. Jacobs that 362 (b) section permits this Court to do it and that is a lawful order and he continues to be the receiver of other parts of the property in Phillip Wu --

THE COURT: And Queen Elizabeth. Right.

MS. BERGER: So that is my position, but I am disturbed, continued to be disturbed by the lack of clarity and the demands made by nonparties to this action for, as your Honor put it, confidential information in this action and other materials, you know, being alleged wrongfully held -- being served, so on. I'm trying to abide by the letter of the law, no more, no less, as receiver.

1 PROCEEDINGS

2 THE COURT: Mr. Lieberman who is --

3 MR. LIEBERMAN: I represent Shanghai
4 Commercial Bank.

5 THE COURT: Who stood very quietly. You
6 haven't had a say.

7 MR. LIEBERMAN: I believe I'm the only
8 bankruptcy attorney here. We haven't taken any
9 position on this motion, but maybe I could shed a
10 little light --

11 THE COURT: I would love it.

12 MR. LIEBERMAN: Judge, I think the easiest
13 way -- and again, trying to be more peacekeeper here at
14 this point than anything else --

15 THE COURT: I love peacekeepers. You'll get
16 the Nobel Prize.

17 MR. LIEBERMAN: Judge, it's clear that the
18 receiver is -- has some involvement, dare I say a lot
19 of involvement, certainly in the QERC bankruptcy to the
20 extent that the receiver, at the very least, has been
21 named as a defendant in an adversary proceeding.

22 It's also clear, Judge, as Mr. Lubelsky aptly
23 pointed out, that QERC's counsel, who I am not --
24 QERC's bankruptcy counsel removed matters which deal
25 with the QERC property to the bankruptcy pool.

26 To the extent that the receiver in this court

1 PROCEEDINGS

2 can tell this Court: We have a pot full of money which
3 is not QERC money, and those monies can be paid, I
4 don't think that at all implicates the bankruptcy case.

5 Again, the receiver is not my counsel, I'm
6 not advising this Court what to do. I think to be
7 safe, if there's any doubt about that, I understand
8 that there's a hearing before the bankrupt court
9 tomorrow. I know there's another hearing on
10 October 24th. If there's any -- if it's at all
11 unclear --

12 THE COURT: Let someone else decide.

13 MR. LIEBERMAN: Typically, when you start
14 venturing in this may be property of a bankruptcy
15 estate, it's not to say that Mrs. Wu should or
16 shouldn't get paid, it is a question of if it's not
17 clear that this might be property of bankruptcy estate,
18 and this might actually be property of an action which
19 is effectively been removed to the bankruptcy court. I
20 don't think anyone wants an action to be brought
21 against Bryan Cave or the receiver.

22 THE COURT: I have a somewhat emotional --
23 emotional is not the right word, but I have a moral,
24 ethical view on this in that children are entitled to
25 be paid, wives are entitled to be paid; yet your words
26 are well received.

1 PROCEEDINGS

2 Because one of the other things I believe is
3 somebody who knows more than me can make -- give
4 guidance and I can make a decision that is something I
5 want to know.

6 MR. JACOBS: I will hand-write that order,
7 with the Court's permission, and if you will sign it.
8 We will not deal with this order in terms of Bryan
9 Cave -- tomorrow we will be before the bankruptcy judge
10 and we will ask the bankruptcy judge to permit us to do
11 that --

12 THE COURT: Subject to the approval of
13 Judge -- who has the case?

14 MR. LIEBERMAN: Judge Bernstein.

15 THE COURT: -- Judge Bernstein.

16 MR. JACOBS: I will do that.

17 THE COURT: That is a perfect way to do it.

18 MR. LIEBERMAN: Judge, just as an aside, not
19 to comment on what the receiver should or shouldn't do,
20 I've been involved in cases where there are
21 prebankruptcy state court receivers appointed, and
22 whether or not the receiver is in place, to the extent
23 that the receiver continues to be in place, the
24 receiver often looks for the bankruptcy court's
25 blessing with respect to certain payments that are made
26 during the case at the bankruptcy, especially if

1 PROCEEDINGS

2 there's any lack of clarity with respect to whether or
3 not those payments are assets of the estate.

4 MS. BERGER: And I'm fine with doing that now
5 that we have bankruptcy counsel to do that. That was
6 part of the problem.

7 MR. LIEBERMAN: And I know Ms. Wickouski from
8 Bryan Cave, very good lawyer and I'm sure she will do a
9 fine job.

10 THE COURT: I would only appoint a good lawyer.

11 MR. LIEBERMAN: I don't want the Court
12 entering an order, or payments being made which is
13 going to end up being made void ab initio.

14 THE COURT: I'm not here to violate federal
15 law.

16 MR. LIEBERMAN: Understood.

17 THE COURT: That's not what I'm here -- what
18 I have labored to do for -- how many years have I had
19 this case? Two, three years -- is to try to get
20 everybody to say, look, we are killing the golden goose
21 here, we are going down the drain, let's get this case
22 resolved. It doesn't seem to ever work that way.

23 Doing my best. There's only so much I can
24 do.

25 Why don't we do this. I will sign the order,
26 the order will have to say: Subject to the approval of

1 PROCEEDINGS

2 the bankruptcy judge.

3 Thank you for that suggestion.

4 I want to find out what the next step is. I
5 want to know when the deposition is going to take
6 place. I don't want to keep bringing everybody down
7 here. If Mr. Wu isn't paying his counsel and at this
8 point, if Ms. Seid is appearing practically pro bono, I
9 don't want to keep dragging her down here. I want to
10 do something that makes sense, that's smart.

11 Do you want to talk on the phone.

12 MR. JACOBS: Can we do a call in the back,
13 because what has to do now -- going forward, has to do
14 with us. Give her enough time to make her contacts and
15 a time to call the Court so she and I can, perhaps,
16 talk.

17 THE COURT: That would be a date where not
18 everybody appears. I'll let you know and we'll figure
19 that out.

20 How much time do you need and when do you
21 want to have that conference call?

22 MS. SEID: Give me a day or two to get in
23 touch with his bankruptcy attorney.

24 (There is a pause in the proceedings.)

25 MR. JACOBS: November 6th, Judge.

26 THE COURT: For what?

1 PROCEEDINGS

2 MR. JACOBS: November 6th.

3 THE COURT: November 6th I'm in Barcelona.
4 That's Barcelona, New Jersey, right next to Bayonne.

5 November -- actually, do it the 13th, in the
6 afternoon. I can do it the 12th, actually.

7 MR. JACOBS: 12th in the afternoon.

8 THE COURT: Yes, 4:00.

9 MS. SEID: 12:00?

10 MR. JACOBS: 4 p.m.

11 THE COURT: 4 p.m. on the 12th.

12 MR. LUBELSKY: This is just the matrimonial
13 parties.

14 THE COURT: Right. The only thing --
15 actually, nothing will happen in the interim. Because
16 there should be nothing I need to deal with yet.

17 So we're clear, Mr. Jacobs is drafting an
18 order to release money from the receiver's account for
19 the arrears, but the order will be -- I will sign it,
20 but it will be subject to the approval of the
21 bankruptcy court. And if Judge Bernstein says that's
22 not appropriate --

23 MR. LIEBERMAN: And Judge, just to ease any
24 what might be objections, I would assume from QERC's
25 bankruptcy counsel, who again is not here, but I would
26 assume QERC bankruptcy counsel would say: Is there any

1 PROCEEDINGS

2 way to get an idea to the extent that money is being
3 released, is this money that has nothing to do with
4 QERC.

5 So at least there's an understanding --

6 THE COURT: We know that other property was
7 sold, there's a lot of money here.

8 MR. LIEBERMAN: I can't imagine QERC's
9 counsel caring --

10 MR. JACOBS: Judge --

11 THE COURT: QERC, isn't that where you buy
12 things on television?

13 MR. LIEBERMAN: QVC.

14 MR. LUBELSKY: QVC.

15 THE COURT: This is what happens in cases
16 like this, it's not just a business case. We have a
17 case involving two people's marriage that was supposed
18 to end at some point and we'd like it to end before
19 this decade is out. So let's keep our eye on this.
20 That's what the purpose of this proceeding is.

21 MR. JACOBS: Ms. Seid handed me for Ms. Wu,
22 my client, three money orders, international money
23 orders, each in the sum of \$500 payable to Monica or
24 Margaret Wu and a fresh, new \$100 bill with the old
25 picture of Benjamin Franklin.

26 THE COURT: That is the freshest looking \$100

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PROCEEDINGS

bill I have seen in a long time. I thank everybody for
a stimulating morning.

* * *

CERTIFIED THE FOREGOING IS

A TRUE AND ACCURATE TRANSCRIPTION
OF THE PROCEEDINGS, THIS DATE.



VINCENT J. PALOMBO, RMR

EXHIBIT "5"

B 10 (Official Form 10) (04/13)

UNITED STATES BANKRUPTCY COURT FOR THE SOUTHERN DISTRICT OF NEW YORK		PROOF OF CLAIM
Name of Debtor: Queen Elizabeth Realty Corp.	Case Number: 13-12335 (SMB)	
NOTE: Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Shanghai Commercial Bank Ltd., New York Branch		
Name and address where notices should be sent: Pryor Cashman LLP 7 Times Square New York, NY 10036-6569 Tel.: 212.421.4100 slieberman@pryorcashman.com Attn.: Seth H. Lieberman, Esq.		<div style="text-align: center;">COURT USE ONLY</div> <input type="checkbox"/> Check this box if this claim amends a previously filed claim. Court Claim Number: _____ <i>(If known)</i> Filed on: _____
Name and address where payment should be sent (if different from above): Shanghai Commercial Bank Ltd., New York Branch 125 East 56th Street New York, NY 10022 Tel.: 212.699.2808 Attn.: Timothy Chan		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to this claim. Attach copy of statement giving particulars.
1. Amount of Claim as of Date Case Filed: <u>\$12,368,243.71, plus interest, late charges, attorneys' fees, costs, expenses, and all other amounts under the terms of the controlling loan documents annexed to and further described in the Stipulation and Order Authorizing Debtor's Interim Use of Cash Collateral [Dkt. No. 30] (the "Stip")</u> If all or part of the claim is secured, complete item 4. If all or part of the claim is entitled to priority, complete item 5. <input checked="" type="checkbox"/> Check this box if the claim includes interest or other charges in addition to the principal amount of the claim. Attach a statement that itemizes interest or charges.		
2. Basis for Claim: <u>The Loan Documents, as defined in n.1 of the Stip</u>		
3. Last four digits of any number by which creditor identifies debtor: — — — —	3a. Debtor may have scheduled account as: Shanghai Commercial Bank Ltd.	3b. Uniform Claim Identifier (optional): _____ (See instruction #3b)
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> 4. Secured Claim (See instruction #4) Check the appropriate box if the claim is secured by a lien on property or a right of setoff, attach required redacted documents, and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other Describe: The Collateral (as defined in p.6 of the Stip) Value of Property: <u>Unknown</u> Annual Interest Rate: <u>see Loan Documents%</u> <input type="checkbox"/> Fixed or <input type="checkbox"/> Variable (when case was filed) </div> <div style="width: 50%;"> Amount of arrearage and other charges, as of the time case was filed, included in secured claim, if any: \$ _____ Basis for perfection: <u>recording of Original Mortgage, the Consolidated Mortgage, the Leasehold Mortgage, the Assignment of Leases, the Second Mortgage, the Second Leasehold Mortgage, the Second Assignment of Leases, the Third Mortgage, the Third Assignment of Leases and filing of a UCC Financing Statement and a UCC Fixture Filing (see Stip at 6)</u> Amount of Secured Claim: <u>\$12,368,243.71 as of the petition date, plus interest, late charges, attorneys' fees, costs and any other amounts under controlling loan documents</u> Amount Unsecured: <u>\$Unknown</u> </div> </div>		
5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507 (a). If any part of the claim falls into one of the following the priority and state the amount.		
<input type="checkbox"/> Domestic Support Obligations under 11 U.S.C. § 507(a)(1)(a) or (a)(1)(B). <input type="checkbox"/> Up to \$2,600* of the deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507(a)(7)	<input type="checkbox"/> Wages, salaries, or commission (up to \$11,725*) earned within 180 days before the case was filed or debtor's business ceased, whichever is earlier - 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8)	<input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5) <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507(a)(_)
		Amount entitled to priority: \$ _____
<i>*Amounts are subject to adjustment on 4/1/13 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>		
6. Credits. The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)		

B 10 (Official Form 10) (04/13)

2

7. Documents: Attached are **redacted** copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and **redacted** copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and the definition of "**redacted**".)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

8. Signature: (See instruction #8)

Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor. (See Bankruptcy Rule 3005.)
(See Bankruptcy Rule 3004.)


I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: Timothy Chan

Title: Senior Vice President & Manager

Company: Shanghai Commercial Bank Ltd., New York Branch

Address and telephone number (if different from notice address above):


(Signature) 10/11/13
(Date)

Telephone number: email:

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the debtor, exceptions to these general rules may apply.

Items to be completed in Proof of Claim form

Court, Name of Debtor, and Case Number:

Fill in the federal judicial district in which the bankruptcy case was filed (for example, Central District of California), the debtor's full name, and the case number. If the creditor received a notice of the case from the bankruptcy court, all of this information is at the top of the notice.

Creditor's Name and Address:

Fill in the name of the person or entity asserting a claim and the name and address of the person who should receive notices issued during the bankruptcy case. A separate space is provided for the payment address if it differs from the notice address. The creditor has a continuing obligation to keep the court informed of its current address. See Federal Rule of Bankruptcy Procedure (FRBP) 2002(g).

1. Amount of Claim as of Date Case Filed:

State the total amount owed to the creditor on the date of the bankruptcy filing. Follow the instructions concerning whether to complete items 4 and 5. Check the box if interest or other charges are included in the claim.

2. Basis for Claim:

State the type of debt or how it was incurred. Examples include goods sold, money loaned, services performed, personal injury/wrongful death, car loan, mortgage note, and credit card. If the claim is based on delivering health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information. You may be required to provide additional disclosure if an interested party objects to the claim.

3. Last Four Digits of Any Number by Which Creditor Identifies Debtor:

State only the last four digits of the debtor's account or other number used by the creditor to identify the debtor.

3a. Debtor May Have Scheduled Account As:

Report a change in the creditor's name, a transferred claim, or any other information that clarifies a difference between this proof of claim and the claim as scheduled by the debtor.

3b. Uniform Claim Identifier:

If you use a uniform claim identifier, you may report it here. A uniform claim identifier is an optional 24-character identifier that certain large creditors use to facilitate electronic payment in chapter 13 cases.

4. Secured Claim:

Check whether the claim is fully or partially secured. Skip this section if the claim is entirely unsecured. (See Definitions.) If the claim is secured, check the box for the nature and value of property that secures the claim, attach copies of lien documentation, and state, as of the date of the bankruptcy filing, the annual interest rate (and whether it is fixed or variable), and the amount past due on the claim.

5. Amount of Claim Entitled to Priority Under 11 U.S.C. § 507 (a).

If any portion of the claim falls into any category shown, check the appropriate box(es) and state the amount entitled to priority. (See Definitions.) A claim may be partly priority and partly non-priority. For example, in some of the categories, the law limits the amount entitled to priority.

6. Credits:

An authorized signature on this proof of claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

7. Documents:

Attach redacted copies of any documents that show the debt exists and a lien secures the debt. You must also attach copies of documents that evidence perfection of any security interest. You may also attach a summary in addition to the documents themselves. FRBP 3001(c) and (d). If the claim is based on delivering health care goods or services, limit disclosing confidential health care information. Do not send original documents, as attachments may be destroyed after scanning.

8. Date and Signature:

The individual completing this proof of claim must sign and date it. FRBP 9011. If the claim is filed electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what constitutes a signature. If you sign this form, you declare under penalty of perjury that the information provided is true and correct to the best of your knowledge, information, and reasonable belief. Your signature is also a certification that the claim meets the requirements of FRBP 9011(b). Whether the claim is filed electronically or in person, if your name is on the signature line, you are responsible for the declaration. Print the name and title, if any, of the creditor or other person authorized to file this claim. State the filer's address and telephone number if it differs from the address given on the top of the form for purposes of receiving notices. If the claim is filed by an authorized agent, provide both the name of the individual filing the claim and the name of the agent. If the authorized agent is a servicer, identify the corporate servicer as the company. Criminal penalties apply for making a false statement on a proof of claim.

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re:

QUEEN ELIZABETH REALTY CORP.,

Debtor.

Chapter 11

Case No. 13-12335 (SMB)

**STIPULATION AND ORDER AUTHORIZING
DEBTOR'S INTERIM USE OF CASH COLLATERAL**

The above-captioned debtor, as debtor and debtor-in-possession ("QERC" or the "Debtor") and Shanghai Commercial Bank Ltd., New York Branch ("SCB" and together with the Debtor, the "Parties") hereby agree as follows:

RECITALS

WHEREAS, on July 17, 2013 (the "Petition Date"), the Debtor filed a voluntary petition for relief (the "Bankruptcy Case") under chapter 11 of Title 11, United States Code, 11 U.S.C. § 101 et. seq. (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Court" or "Bankruptcy Court"), and has continued in possession of its property and the management of its business pursuant to 11 U.S.C. §§ 1107 and 1108.

WHEREAS, as of the date hereof, the Office of the United States Trustee has not appointed an Official Committee of Unsecured Creditors as provided for in 11 U.S.C. § 1102. No trustee or examiner has been appointed in this proceeding.

WHEREAS, prior to the Petition Date, on or about June 6, 2008, QERC and New Enterprise Realty, LLC ("NER") executed a Mortgage Note (the "Original First Note") in favor of SCB, by which QERC and NER, inter alia, became indebted to SCB in the original principal amount of \$508,868.29.

WHEREAS, on or about June 6, 2008, to secure QERC's obligations to SCB under the Original First Note, QERC executed a Mortgage and Security Agreement (the "Original Mortgage"), granting SCB, inter alia, a mortgage on the premises located at 66/82 Elizabeth Street, Commercial Unit, New York, New York 10013 (the "Property"), which obligations were guaranteed by Phillip Wu ("P. Wu"), Myint J. Kyaw a/k/a Jeffrey Wu ("Jeffrey Wu") and Lewis Wu ("L. Wu" and together with P. Wu and Jeffrey Wu, the "Guarantors").

WHEREAS, on or about June 6, 2008, QERC and NER executed an Amended and Restated Mortgage Note (the "Amended First Note") in favor of SCB by which QERC, inter alia, became indebted to SCB in the original principal amount of \$4,000,000.00.

WHEREAS, on or about June 6, 2008, to secure QERC's obligations to SCB under the Amended First Note, QERC executed a Consolidation, Extension and Modification of Mortgage and Security Agreement (the "Consolidated Mortgage"), granting SCB, inter alia, a mortgage on the Property.

WHEREAS, the obligations under the Amended First Note and the Consolidated Mortgage were guaranteed by the Guarantors.

WHEREAS, the obligations under the Amended First Note are further secured by a certain Collateral Leasehold Mortgage and Security Agreement (the "Leasehold Mortgage") that NER executed on or about June 6, 2008, granting SCB, inter alia, a leasehold mortgage against the Lease Agreement (as that term is defined in the Leasehold Mortgage).

WHEREAS, QERC's obligations under the Amended First Note are further secured by a certain Assignment of Leases and Rents (the "Assignment of Leases"), dated as of June 6, 2008, whereby QERC assigned, inter alia, the rents (the "Rents") collected or to be collected from any tenants of the Property to SCB.

WHEREAS, the obligations under the Second Note are further secured by a certain Second Collateral Leasehold Mortgage and Security Agreement (the “Second Leasehold”

WHEREAS, on or about July 22, 2010, to secure, inter alia, certain obligations under the Second Continuing Guaranties, QERC executed an Extension and Modification of Mortgage and

Security Agreement (the “Third Mortgage”), granting SCB, inter alia, a mortgage on the Property.

WHEREAS, QERC executed a certain Assignment of Leases and Rents (the “Third Assignment of Leases”), dated as of July 22, 2010, whereby QERC assigned, inter alia, the Rents to SCB.

WHEREAS, on or about July 22, 2010, in order to induce SCB to, inter alia, make and continue extending credit to QERC, NER, Jeffrey Wu and Rockaway Plaza Corporation (together, the “Cross-Default Parties”), and for other good and valuable consideration, the Cross-Default Parties executed that certain Cross-Default Agreement (the “Cross-Default Agreement”) pursuant to which the Cross-Default Parties agreed, inter alia, that any default under any of their respective Loan Documents (as defined in the Cross-Default Agreement) shall be deemed to be a default under all other Loan Documents and agreements.¹

WHEREAS, pursuant to the Amended First Note, the Second Note and the Third Note, QERC agreed to pay the principal sum of \$14,000,000.00 plus interest and other amounts set forth therein to SCB (the “Loan”).

WHEREAS, in accordance with the Loan Documents, the Loan is secured by, among other things, (i) valid first, second and third mortgages against the Property, (ii) an assignment of all leases, Rents and profits of the Property, (iii) a security interest in all personal property of QERC (the “Personal Property”), and (iv) a security interest in all fixtures of QERC used or usable or incidental to the use and operation of the Property, whether then owned or later

¹ The Original First Note, the Amended First Note, the Consolidated Mortgage, the Leasehold Mortgage, the Assignment of Leases, the Second Note, the Second Mortgage, the Second Leasehold Mortgage, the Second Assignment of Leases, the First Continuing Guaranties, the Third Note, the Third Mortgage, the Third Assignment of Leases, the Second Continuing Guaranties, the GSA, the Cross-Default Agreement, any guarantys executed by any of the Guarantors in favor of SCB, and any and all ancillary or related documents and instruments executed with or in favor of SCB , collectively shall be referred to herein as the “Loan Documents”.

acquired (together with the Property, all leases, Rents and profits of the Property, all Personal Property, all proceeds, all Cash Collateral (as that term is defined below) and all other collateral in which SCB has a security interest, is hereinafter collectively referred to as the “Collateral”).

WHEREAS, SCB’s security interests in and to the Collateral were properly perfected by the recording of the Original Mortgage, the Consolidated Mortgage, the Leasehold Mortgage, the Assignment of Leases, the Second Mortgage, the Second Leasehold Mortgage, the Second Assignment of Leases, the Third Mortgage, the Third Assignment of Leases and the filing of a UCC Financing Statement and a UCC Fixture Filing.

WHEREAS, since the Petition Date, the Debtor has failed to make any payments to SCB.

WHEREAS, SCB asserts that it has senior in priority (except for real estate taxes against the Property), perfected security interests in and to the Collateral, including “Cash Collateral”, as that term is defined in 11 U.S.C. § 363(a).

WHEREAS, as of the Petition Date, the outstanding principal amount due to SCB from the Debtor was approximately \$12,368,243.71.

WHEREAS, the Debtor desires to use Rents in the operation of its business.

WHEREAS, the Debtor does not have sufficient unencumbered cash or other assets with which to continue to operate its business in chapter 11. The Debtor requires authority to use Cash Collateral in order to continue its business operations without interruption toward the objective of formulating and confirming an effective plan of reorganization. The Debtor’s use of Cash Collateral, to the extent and on the terms and conditions set forth herein, is necessary in order to avoid immediate and irreparable harm to the estate.

WHEREAS, the Debtor seeks authorization to use SCB's Cash Collateral and SCB is willing to consent to such use, but only on the terms, conditions, limitations and protections provided herein.

WHEREAS, this Stipulation and Order Authorizing Debtor's Interim Use of Cash Collateral (the "Stipulation") has been negotiated at arms length, is fair and reasonable under the circumstances, is enforceable pursuant to its terms, and both the Debtor and SCB have acted in good faith in connection therewith.

NOW, THEREFORE, THE PARTIES HEREBY STIPULATE AND AGREE as follows:

STIPULATION

1. The above Recitals are true and correct and are incorporated herein by reference.
2. This Stipulation shall become effective on the date (the "Effective Date") on which the Court enters the Stipulation or an order approving the Stipulation. This Stipulation shall be of no force or effect until and unless it is approved by the Court.
3. The Debtor shall take such actions as are necessary to obtain the Court's approval of this Stipulation.
4. The Debtor hereby acknowledges, stipulates and agrees that SCB has senior in priority over any and all other liens, claims and encumbrances (except for real estate taxes against the Property), properly perfected, continuing security interests and liens in and to the Collateral to secure, inter alia, the repayment of the now existing and hereafter arising obligations of the Debtor to SCB under the Loan Documents (together with any now existing and hereafter arising obligations to SCB under this Stipulation, collectively, the "Obligations").

5. The Debtor hereby acknowledges, stipulates and agrees that the pre-petition liens held by SCB in and to the Collateral are valid, properly perfected, not avoidable or voidable by the Debtor under the provisions of the Bankruptcy Code or applicable non-bankruptcy law.

6. The Debtor hereby acknowledges, stipulates and agrees that, as of the Petition Date, the Debtor was and now is in default under the Loan Documents.

7. The Debtor hereby acknowledges, stipulates and agrees that it has no setoff claims against SCB, counterclaims against SCB or defenses to SCB's claims against the Debtor and the Obligations.

8. Income generated by the Collateral, including, but not limited to, the Rents, constitute SCB's Cash Collateral for the purposes of this Stipulation. SCB is hereby granted a continuing, first priority perfected replacement lien on (a) Cash Collateral generated by the Debtor post-petition, including, but not limited to, all Rents generated post-petition and (b) any other post-petition assets of the Debtor of the same type as the Collateral, all nunc pro tunc to the Petition Date, but only to the extent there is a diminution in the value of the Collateral subsequent to the Petition Date resulting from the Debtor's use of Cash Collateral (the "Replacement Lien"). The Replacement Lien granted shall be to the same extent, validity and priority as the liens granted pre-petition by the Debtor to SCB. For the avoidance of doubt, the Replacement Lien shall not attach to any estate causes of action under 11 U.S.C. §§ 544-553 (the "Avoidance Actions"); provided however and notwithstanding the foregoing, SCB's liens and the Replacement Lien do attach to and SCB shall be entitled to, any proceeds of any Collateral recovered by the Debtor from any Avoidance Actions or otherwise.

9. All of SCB's liens, including the Replacement Lien shall survive until all Obligations to SCB have been indefeasibly paid in full.

12. SCB shall be provided proof of insurance of all of the Collateral in accordance with the provisions of the Loan Documents within ten (10) days of the date of this Stipulation.

13. SCB reserves its rights to seek recovery of interest at the default interest rate, attorneys' fees and any other amounts under the Loan Documents as may be allowed by the Court pursuant to 11 U.S.C. § 506(b).

16. All rights of SCB to seek additional adequate protection for the Debtor's use of Cash Collateral and other collateral, including the Collateral, to file for relief from the automatic stay, to seek to dismiss the Bankruptcy Case or assert any other right, cause of action or any other remedy with respect to the Debtor whether in this Bankruptcy Case, or otherwise, are expressly reserved.

17. The Replacement Lien herein granted: (i) is and shall be in addition to all security interests, liens and rights of setoff existing in favor of SCB as of the Petition Date; (ii) shall secure the payment of those Obligations owed to SCB in an amount equal to any diminution in value of SCB's interests in the Collateral as a result of the usage thereof by the Debtor; and (iii) shall be deemed to be perfected without the necessity of any further action by SCB or the Debtor.

SCB shall not be required to file any financing statements or other documents in any jurisdiction or take any other action to validate or perfect the Replacement Lien granted by this Stipulation.

18. Notwithstanding anything to the contrary in this Stipulation, in the event of:

(a) a breach or default by the Debtor of the terms and provisions of this Stipulation and/or of the Loan Documents, (b) the appointment of a chapter 11 trustee or examiner with any powers other than those set forth in 11 U.S.C. §§ 1106(a)(3) and (4), (c) the dismissal of the Debtor's Bankruptcy Case or conversion to a case under chapter 7, (d) the granting of relief from the automatic stay to permit any creditor to recover possession of any property used in the Debtor's businesses or operations of a value of \$250,000 or greater, or of properties used in the Debtor's business or operations of an aggregate value of \$500,000 or greater, (e) entry of an Order authorizing a receiver to take or resume control of any of the Collateral or any collateral subject to the Replacement Lien, or (f) the institution of a contested matter or adversary proceeding raising an objection or challenge to (i) the extent, validity and priority of any of SCB's liens in and to any of the Collateral and/or (ii) the amount of the Obligations owed to SCB, the Debtor shall be provided with a period of seven (7) days to cure such breach or default. In the event that after seven (7) days written notice by e-mail to (i) the Debtor; (ii) the Debtor's counsel; and (iii) the Office of the United States Trustee, such default or breach remains uncured, the Debtor's authority to use Cash Collateral shall terminate and the automatic stay shall terminate as to SCB's interests in the Collateral and any collateral subject to the Replacement Lien upon the entry of an Order by the Bankruptcy Court that is settled on no less than seven (7) days' notice to the parties listed above. Any termination of the automatic stay under this Stipulation shall apply to the Bankruptcy Case or any subsequent converted case.

21. The automatic stay of 11 U.S.C. § 362 is hereby modified as necessary to effectuate all of the terms and provisions of this Stipulation.

23. SCB and the Debtor have acted in good faith in the negotiation of and entry into this Stipulation.

24. Nothing in this Stipulation shall prejudice the rights of a statutory committee of unsecured creditors (the “Committee”), a successor trustee and, solely if no Committee is appointed, any other party in interest granted standing by the Court (other than the Debtor), to seek to object to or to challenge the provisions of paragraphs 4-7 of this Stipulation. A party, including any Committee, if appointed, must commence, as appropriate, a contested matter or

25. The provisions of this Stipulation and any actions taken pursuant hereto shall survive (a) confirmation of any plan of reorganization in this Bankruptcy Case; (b) conversion of this Bankruptcy Case to a case under chapter 7; (c) dismissal of this Bankruptcy Case or any successor case.

Revised Monthly Budget

* Taxes are paid quarterly but this amount represents a monthly accrual amount based upon 2011 taxes plus a 4% increase in the event of a possible increase which is not yet known.