



**State of California
Secretary of State**

**LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION**



File # 200603810084

FILED
in the office of the Secretary of State
of the State of California

JAN 31 2006

A \$70.00 filing fee must accompany this form.

IMPORTANT – Read instructions before completing this form.

This Space For Filing Use Only

ENTITY NAME (End the name with the words "Limited Liability Company," "Ltd. Liability Co.," or the abbreviations "LLC" or "L.L.C.")

1. NAME OF LIMITED LIABILITY COMPANY

RONGCHENG TRADING, LLC

PURPOSE (The following statement is required by statute and may not be altered.)

2. THE PURPOSE OF THE LIMITED LIABILITY COMPANY IS TO ENGAGE IN ANY LAWFUL ACT OR ACTIVITY FOR WHICH A LIMITED LIABILITY COMPANY MAY BE ORGANIZED UNDER THE BEVERLY-KILLEA LIMITED LIABILITY COMPANY ACT.

INITIAL AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and both Items 3 and 4 must be completed. If the agent is a corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 3 must be completed (leave Item 4 blank).)

3. NAME OF INITIAL AGENT FOR SERVICE OF PROCESS

YI TUAN ZHANG

4. IF AN INDIVIDUAL, ADDRESS OF INITIAL AGENT FOR SERVICE OF PROCESS IN CALIFORNIA CITY STATE ZIP CODE

4207 BALDWIN AVENUE, EL MONTE, CA 91731

MANAGEMENT(Check only one)

5. THE LIMITED LIABILITY COMPANY WILL BE MANAGED BY

ONE MANAGER

MORE THAN ONE MANAGER

ALL LIMITED LIABILITY COMPANY MEMBER(S)

ADDITIONAL INFORMATION

6. ADDITIONAL INFORMATION SET FORTH ON THE ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE A PART OF THIS CERTIFICATE.

EXECUTION

7. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.


SIGNATURE OF ORGANIZER

1-26-2006
DATE

RACHEL LIANG-TAN

TYPE OR PRINT NAME OF ORGANIZER

RETURN TO (Enter the name and the address of the person or firm to whom a copy of the filed document should be returned)

8. NAME [RACHEL LIANG-TAN]
FIRM RACHEL LIANG-TAN, CPA, INC.
ADDRESS 18472 E. COLIMA ROAD, #202
CITY/STATE/ZIP [ROWLAND HEIGHTS, CA 91748]

**ATTACHMENT TO LIMITED LIABILITY COMPANY
ARTICLES OF ORGANIZATION OF
RONGCHENG TRADING, LLC**

7A. Restrictions on Transfer and Admission of a New Member.

The members may admit to the limited liability company one or more additional members who will participate in the profits, losses, available cash flow, and ownership of the assets of the limited liability company on such terms as are in accordance with the Operating Agreement. Notwithstanding the foregoing, the admission of any such additional member or members shall require the consent of members then having a majority of the non-transferred profits of the limited liability company. The transfer of any membership interest shall require the approval of the member having a majority of the non-transferred profits.

7B. Dissolution and Continuity.

The limited liability company shall be dissolved upon the occurrence of any of the following events:

- a. By the unanimous written agreement of all members; or
- b. Upon the death, withdrawal, resignation, expulsion, bankruptcy, or dissolution of a member or occurrence of any other event which terminates the continued membership of a member in the limited liability company, unless the business of the limited liability company is continued by the consent of the remaining members (if more than one) holding a majority-in-interest as provided in Sub-Article 7C below, or
- c. By entry of a decree of judicial dissolution pursuant to California Corporate Code 17351.

7C. Right to Continue Business by Consent of Majority-In-Interest.

Upon the death, withdrawal, resignation, withdrawal, expulsion or dissolution of a member, adjudication of a member as a bankrupt or incompetent or occurrence of any other event which terminates the continued membership of a member in this limited liability company, the remaining members (if more than one) holding a majority-in-interest shall have the right to continue the business of the limited liability company.

7D. Nature of Membership Interest.

The interest of each member of this limited liability company constitutes the personal estate of that member, and may be transferred or assigned as provided in the Operating Agreement. However, if all of the other members of this limited liability company, other than the member proposing to dispose of his, her or its interests, do not approve of the proposed transfer or assignment by unanimous written consent, the transferee of the member's interest shall have no right to participate in the management of the business and affairs of this limited liability company or to become a member. The transferee shall be entitled to receive only the share of profits or other compensation by way of income and the return of contributions to which that member would otherwise be entitled and shall hold only an economic interest.

7E. Regulation of Business and Affairs.

The business and affairs of this limited liability company shall be regulated by an Operating Agreement between the limited liability company and its members, which agreement shall in writing and consistent with the legal requirements and provisions of the Beverly-Killea Limited Liability Company Act and these Articles of Organization including all amendments thereto.

7F. Indemnifications.

The limited liability company may indemnify an individual made a party to a proceeding because he or she is or was a manager, member, officer, employee or agent of the limited liability company against judgments, settlements, penalties, or expenses of any kind incurred as result of action in that capacity if, acting as a manager, he or she has fulfilled all fiduciary duties owed to the limited liability company and to its members, and regardless of the position held, he or she conducted himself or herself in good faith, he or she reasonably believed that his or her conduct was in or at least not opposed to the best interests of the limited liability company and, in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful.

The limited liability company may also provide indemnification of an individual with respect to his or her conduct as an administrator or advisor to an employee benefit plan maintained by the limited liability company if the individual reasonably believed his or her conduct to be in the interests of the participants in and beneficiaries of the plan.

The indemnification of expenses permitted herein shall only be authorized if at all by written Operating Agreement and any other agreements approved by all of the members. The Articles of Organization shall not be interpreted to limit in any manner the right to the indemnification, the power of the limited liability company to purchase any insurance or to provide for the advancement of expenses of an individual who would otherwise be entitled thereto.

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In addition to the foregoing, the limited liability company shall indemnify and save the organizer harmless for all acts taken by her as organizer of the limited liability company and shall pay all costs and expenses incurred by or imposed upon her as a result of the same, including her compensation based upon the usual charges for any time expenditures required of her in pursuit of defense against any liability arising on the account of acting as organizer or arising on the account of enforcing the indemnification right hereunder, and the limited liability company releases her from all liability or any such act as organizer not involving willful or grossly negligent misconduct.

7G. Amendments.

Amendments to the Articles of Organization of the limited liability company shall be adopted in accordance with the Operating Agreement or with the consent of all the members but in no event shall the Articles of Organization be amended by a vote of less than a majority in interest of the members.

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