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DAVIDBOLTON

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SENT BY: [REDACTED] 5-18-07 1:24:00 PM [REDACTED]

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**OPERATING AGREEMENT OF
7002 BRUSH HOLLOW ROAD LLC**

This Operating Agreement (this "Agreement") of 7002
Brush Hollow Road LLC, is entered into by Edward Kallioy and
Eugene Shick, as members (the "Members").

The Members hereby form a limited liability company
pursuant to and in accordance with the Limited Liability Law of
the State of New York, as amended from time to time (the
"LLC"), and hereby agree as follows:

1. **Name.**
The name of the limited liability company formed
hereby is 7002 Brush Hollow Road LLC (the "Company").

2. **Term.**
The term of the Company shall continue until
December 31, 2007 or otherwise agreed by the Members.

3. **Purpose.**
The Company is formed for the purpose of engaging
in any legal act or activity for which limited liability
companies may be formed under the LLC and engaging in any and
all activities necessary or incidental to the foregoing.

4. **Address.**
The name and business, residence, or mailing
address of the members is as follows:

<u>NAME</u>	<u>ADDRESS</u>
Edward Kallioy	95-15 Queens Boulevard Rego Park, New York 11374
Eugene Shick	111 Creek Walk Road Great Neck, New York 11021

5. **Management.**
The business and affairs of the Company shall be
managed by Edward Kallioy in his sole discretion. Edward
Kallioy shall have the power to do any and all acts necessary
or convenient to or for the purpose of the purposes

MAR 21 '07 14:17 PROMARKET WIDE CORP. 5-10-07 7:23:04 PM ROSS & COHEN- 10/19/2009 00:20

specified herein, including all power, authority or otherwise, possessed by members under the Act.

6. Capital Contributions.

The Members have contributed to the Company the following amounts, in the form of cash:

Edward Kallikow	\$1,000.00
Eugene Shalik	\$1,000.00

7. Additional Contributions.

The Members are not required to make any additional contributions to the Company.

8. Assignment.

The Members may not assign in whole or in part their limited liability company interest without the consent of Edward Kallikow, in his sole and absolute discretion, which consent may be withheld for any reason or no reason.

9. Removal of a Member.

A Member may withdraw from the Company in accordance with the Act.

10. Admission of Additional Members.

One (1) or more additional members of the company may be admitted to the Company with the consent of Edward Kallikow, in his sole and absolute discretion, which consent may be withheld for any reason or no reason.

11. Allocation of Profits and Losses.

The Company's profits and losses shall be allocated equally between the Members.

12. Distributions.


Distributions shall be made to the Members at the time and in the aggregate amounts determined by Edward Kallikow, in his sole and absolute discretion, which distributions may be withheld for any reason or no reason. Such distributions shall be allocated equally between the members.

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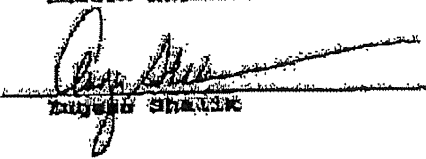
13. Liability of Members
The Members shall not have any liability for the obligations or liabilities of the company except to the extent provided in the LDC.

14. Governing Law This Agreement shall be governed by, and construed under, the laws of the State of New York, all rights and remedies being governed by said laws.

I, EDWARD KALIKOW, the undersigned, intending to be legally bound hereby, have duly executed this Operating Agreement as of the 10th day of January, 2007.



Edward Kalikow



Eugene Shavlik

12/19