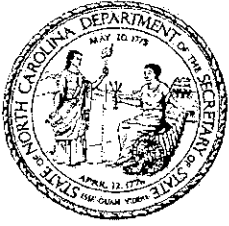


ATTACHMENT #4

**NORTH CAROLINA ARTICLES OF
INCORPORATION**

(10 Pages)



NORTH CAROLINA

Department of The Secretary of State

To all whom these presents shall come, Greetings:

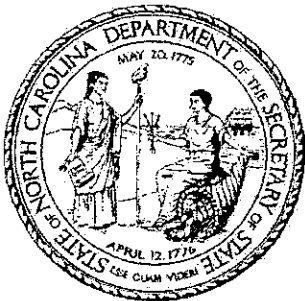
I, **ELAINE F. MARSHALL**, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF AMENDMENT

OF

SKY EXPRESS INC.

the original of which was filed in this office on the 7th day of February, 2011.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 7th day of February, 2011

Secretary of State

Document Id: C201102500384

AGREEMENT OF SHAREHOLDERS

OF

SKY EXPRESS , INC.

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EXHIBIT A - SHARES OWNED BY THE SHAREHOLDERS

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2. Voluntary Transfers of Shares

If a Shareholder desires to sell, donate, pledge, hypothecate, encumber or otherwise transfer any Shares, such Shareholder (the "offeror") shall give written notice thereof to the other Shareholders and the Corporation (the "offeror's notice"), which notice shall set forth the number of Shares to be transferred, the name and address of the proposed transferee or other parties in question, the proposed price or consideration to be paid or given, and all other pertinent details of the proposed sale, donation, pledge, hypothecation, encumbrance or other transfer. The offeror's notice also shall contain an offer to sell such Shares to the other Shareholders and the Corporation, in accordance with the provisions of this Article 2.

For a period of sixty days after receipt of offeror's notice (the "initial option period"), the other Shareholders, or any of them, shall have the right to purchase all or any part of the Shares offered for the price and upon the terms and conditions provided in this Article 2, by giving notice of intention to purchase to the offeror, the other Shareholders and the Corporation within the initial option period.

Each of the other Shareholders shall have the right to purchase that portion of the Shares offered as the number of Shares owned by each bears to the total number of Shares owned by all of the Shareholders (other than the offeror). If a Shareholder does not elect to purchase his full portion of said Shares before the expiration of the initial option period, the remaining Shareholders shall have the right to purchase, in the aforesaid proportions, all of the Shares not purchased by giving notice of intention to purchase to the offeror and all other parties hereto on or before the date which is twenty days after the expiration of the initial option period. The Corporation shall have the right to purchase all of the Shares not purchased by the Shareholders, by giving notice of intention to purchase to the offeror and all other parties hereto within thirty days after the expiration of the initial option period.

The purchase price for each of the Shares purchased by the other Shareholders or the Corporation pursuant to the options provided in this Article 2 shall be the lesser of the purchase price set forth in the offeror's notice or the purchase price determined in accordance with the provisions of Article 6 below.

If there is a purchase of any Shares pursuant to the options provided in this Article 2, the purchase price of the Shares shall be paid in cash or by certified check by the purchasers to the offeror within ten days after the notice of intention to purchase was given by the purchasers. Upon payment of the purchase price, the certificate(s) evidencing the Shares purchased shall be delivered to the Corporation, with any other instruments required by the Corporation, so that full and complete title to the Shares can be transferred on the books of the Corporation. When the Shares purchased have been so transferred, they shall be delivered to the purchasers.

If the other Shareholders and the Corporation do not elect to purchase all of the Shares which are the subject of the offeror's notice, the offeror may sell, donate, pledge,

3. Death of a Shareholder

Within 60 days after the appointment and qualification of the legal representative or representatives of a deceased Shareholder, or within 120 days after the date of death of a deceased Shareholder if no such legal representative is appointed, such legal representative or representatives or the heirs, distributees or beneficiaries of the deceased Shareholder, as the case may be, and each successor in interest to the Shares of the deceased Shareholder, shall sell to the other Shareholders all of the Shares of the deceased Shareholder. Each of the other Shareholders shall purchase that portion of the Shares of the deceased Shareholder as the number of Shares owned by each bears to the total number of Shares owned by all of the Shareholders (other than the deceased Shareholder).

The purchase price for each of the Shares purchased pursuant to this Article 3 shall be determined in accordance with the provisions of Article 6 below. However, in no event shall the total purchase price be less than an amount equal to the proceeds of the life insurance policies on the life of the deceased Shareholder listed in Exhibit B hereto.

If the Shares of a deceased Shareholder are purchased pursuant to the provisions of this Article 3, the surviving Shareholders shall pay the purchase price for the Shares to the deceased Shareholder's estate in cash or by certified check, within 120 days after the death of the deceased Shareholder. Upon receipt of the purchase price, the estate of the deceased Shareholder shall cause to be delivered to the Corporation the certificate(s) evidencing the Shares of the deceased Shareholder, with any other instruments required by the Corporation, including estate or inheritance tax waivers, so that full and complete title to the Shares can be transferred on the books of the Corporation. When the Shares of the deceased Shareholder have been so transferred and new certificates issued, the new certificates shall be delivered by the Corporation to the purchasers.

4. Disability of a Shareholder

If a Shareholder shall become totally disabled, and shall continue to be totally disabled for a period of twelve months, the other Shareholders shall purchase and the disabled Shareholder (or the legal representative of such Shareholder) shall sell, within 90 days after the expiration of said twelve month period, all of the Shares of the disabled Shareholder upon the terms and conditions provided in this Article 4. Each of the other Shareholders shall purchase that portion of the Shares of the disabled Shareholder as the number of Shares owned by each bears to the total number of Shares owned by all of the Shareholders (other than the disabled Shareholder).

The purchase price for each of the Shares purchased pursuant to this Article 4 shall be determined in accordance with the provisions of Article 6 below, with the date of determination of the purchase price being the end of the aforesaid twelve month period. However, in no event shall the total purchase price be less than an amount equal to the proceeds of the disability insurance policies on the disabled Shareholder listed in Exhibit C hereto.

certificate(s) evidencing the Shares and any other instruments reasonably required, so that full and complete title to the Shares can be transferred on the books of the Corporation. When the Shares have been so transferred, the new certificates shall be delivered to the purchasers.

If all of the Shares of the retiring Shareholder have been sold hereunder, the retiring Shareholder shall have the right to purchase the life insurance policies on his life listed in Exhibit B hereto, within sixty days after the payment in full of the purchase price for all of the Shares. The purchase price for each policy shall be paid in cash or by certified check, and shall be: (a) the aggregate of the interpolated terminal reserve of the policy as of the date of purchase, plus the value of any dividends or dividend accumulations credited to the policy, plus the unearned portion of the premium paid beyond the date of purchase, less (b) any indebtedness against the policy and policy loan interest accrued to the date of purchase. If the retiring Shareholder purchases a policy or policies pursuant to this paragraph, the other Shareholders shall execute all instruments necessary to transfer full title thereto and shall deliver to the retiring Shareholder the policy or policies and said instruments. If the retiring Shareholder shall fail to purchase the policy or policies within said sixty day period, the other Shareholders may dispose of or deal with them in any manner they desire.

If all of the Shares of the retiring Shareholder have been sold hereunder, the retiring Shareholder shall have the right to purchase the disability insurance policies insuring against the disability of the retiring Shareholder listed in Exhibit C hereto, within sixty days after the payment in full of the purchase price for all of the Shares. The purchase price for each policy shall be paid in cash or by certified check, and shall be the unearned portion of the premium paid beyond the date of purchase. If the retiring Shareholder purchases a policy or policies pursuant to this paragraph, the other Shareholders shall execute all instruments necessary to transfer full title thereto and shall deliver to the retiring Shareholder the policy or policies and said instruments. If the retiring Shareholder shall fail to purchase the policy or policies within said sixty day period, the other Shareholders may dispose of or deal with them in any manner they desire.

6. Purchase Price

For purposes of purchases of Shares pursuant to the provisions of this Agreement, the purchase price for each Share shall be the book value of each Share as determined pursuant to this Article 6.

The book value of each Share shall be equal to the Shareholders' equity, as set forth in the last annual financial statement of the Corporation, prepared by the Corporation's certified public accountant in accordance with generally accepted accounting principles, divided by the number of Shares outstanding at the time of the purchase. The book value of each Share shall be further adjusted to reflect the net income or loss of the Corporation and any dividends or distributions of the Corporation after the date of the statement through the last month immediately prior to the purchase. Good will shall be deemed to be of no value unless actually paid for and carried on the books of the Corporation as an asset.

Except as otherwise provided in this Agreement, each officer and director of the Corporation shall devote such time and attention to the business of the Corporation as he deems advisable, and shall receive for his services to the Corporation such compensation as the Board of Directors of the Corporation from time to time may determine.

Each officer and director shall receive such compensation as the Board of Directors from time to time may authorize and shall be reimbursed by the Corporation for reasonable expenses incurred in furthering the business of the Corporation, provided said expenses are supported by proper vouchers.

9. Corporate Books and Records

The Corporation shall maintain true, complete and accurate records and books of account. All books and records of the Corporation shall at all times be made accessible and available to the parties hereto and their duly authorized representatives, for examination during reasonable hours, provided that reasonable notice of a party's intention to exercise such rights is given to the Corporation.

10. Transactions with the Corporation

No director or officer of the Corporation shall be disqualified by such directorship or office from dealing or contracting with the Corporation as vendor, purchaser or otherwise. No contract, transaction or act of the Corporation shall be void or voidable or affected by reason of the fact that any such director or officer, or any person, corporation, partnership or other entity in which any such director or officer has an interest or is an officer, director, stockholder or employee, whether or not such interest is adverse to the Corporation. No director or officer having such interest shall be liable to the Corporation or to any Shareholder, or creditor thereof, or to any other person or entity, for any loss incurred by it under or by reason of any such contract, transaction or act; nor shall any such director or officer be accountable for any gains or profits realized thereon. Nothing in this Article 10 shall be deemed or construed to protect any director or officer of the Corporation against any liability to the Corporation or the holders of its Shares to which he would otherwise be subject by reason of willful misfeasance, fraud, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his directorship or office.

11. Issuance of New Shares Prohibited

It is the intention and agreement of the parties that their respective interests in the Corporation shall not be diluted by the issuance or sale of new Shares. Accordingly, the Corporation shall not issue or sell any additional stock after the date hereof, whether by way of original issue or sale of treasury shares, without the prior written consent of all of the Shareholders.

15. Miscellaneous

This Agreement shall be governed by the laws of the State of North Carolina. If any provision or provisions of this Agreement is found to be void or unenforceable, the remaining provisions of this Agreement shall remain binding and in full force and effect.

Wherever appropriate, the singular shall include the plural, and vice versa, and the male gender shall include the female and neuter. The captions in this Agreement are for convenience only, and shall not affect the construction of the provisions hereof.

This Agreement may be terminated, waived or modified only by a written agreement executed by the party against which enforcement of such termination, waiver or modification is sought. No waiver of any breach of any provision of this Agreement shall be deemed a waiver of a party's right to demand strict performance of all of the terms of this Agreement, nor shall it constitute a waiver of any subsequent breach of any provision of this Agreement.

This Agreement merges and supersedes all prior understandings and oral or written agreements of the parties hereto with respect to the subject matter hereof.

This Agreement may be executed in several counterparts, each of which shall constitute an original, but all counterparts shall constitute but one and the same agreement. The Corporation agrees that a copy of this Agreement shall be kept at the principal office of the Corporation, for inspection by the Shareholders. Any Shareholder shall have the right to inspect said copy of this Agreement and the books and records of the Corporation at reasonable times after reasonable notice.

The execution and performance of this Agreement has been duly authorized and approved by the Board of Directors of the Corporation.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns. This Agreement shall apply to all stock and equity securities of the Corporation now or hereafter acquired by the Shareholders or any of their successors in interest.

EXHIBIT A

SHARES OWNED BY THE SHAREHOLDERS

<u>Shareholder</u>	<u>Shares Held</u>	<u>Certificate</u>
Lei Shi		1
Guo Wei Lin		2
Ming Gao		3
Xi Yun Xu		4

State of North Carolina
Department of the Secretary of State

ARTICLES OF INCORPORATION

SKY EXPRESS INC.

Pursuant to §55-2-02 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Incorporation for the purpose of forming a business corporation.

FIRST: The name of the corporation is **SKY EXPRESS INC.**

SECOND: The corporation shall be authorized to issue the following shares:

<u>Class</u>	<u>Number of Shares</u>	<u>Par Value</u>
COMMON	200	NONE

THIRD: The street address and county of the initial registered office of the corporation is: **5824 CEDARS EAST CT, #5, CHARLOTTE, NC 28212. MECKLENBURG COUNTY.**

FOURTH: The name of the initial registered agent is: **LEI SHI.**

FIFTH: The street address and county of the principal office of the corporation is: **5824 CEDARS EAST CT, #5, CHARLOTTE, NC 28212. MECKLENBURG COUNTY.**

SIXTH: The name and address of the director is:

LEI SHI 5824 CEDARS EAST CT, #5, CHARLOTTE, NC 28212

SEVENTH: The name and address of the incorporator is as follows:

MARTIN WONG 17 EAST BROADWAY, #204, NEW YORK, NY 10002

EIGHTH: These articles will be effective upon filing.

IN WITNESS WHEREOF, these Articles of Incorporation have been signed this **6th day of December, 2004.**

Incorporator
Martin Wong