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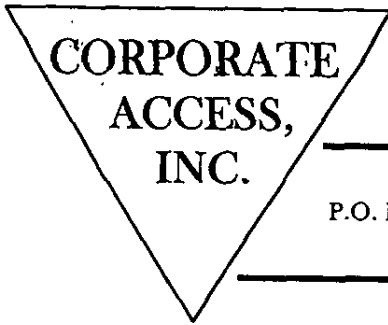
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Share Exchange
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EXAMINER



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Amend - Share Exchange

1.

New Bastion Development, Inc
(CORPORATE NAME AND DOCUMENT #)

2.

(CORPORATE NAME AND DOCUMENT #)

3.

(CORPORATE NAME AND DOCUMENT #)

4.

(CORPORATE NAME AND DOCUMENT #)

5.

(CORPORATE NAME AND DOCUMENT #)

6.

(CORPORATE NAME AND DOCUMENT #)

SPECIAL INSTRUCTIONS:

**Articles of Share Exchange
of
Jetronic Industries, Inc., a Pennsylvania corporation
with
New Bastion Development, Inc., a Florida corporation**

ARTICLES OF SHARE EXCHANGE between Jetronic Industries, Inc., a Pennsylvania corporation ("**Jetronic**") and New Bastion Development, Inc., a Florida corporation ("**New Bastion**").

Under §607.1105 of the Florida Business Corporation Act (the "**Act**"), Jetronic and New Bastion adopt the following Articles of Share Exchange.

1. The Agreement and Plan of Share Exchange dated November 21, 2008 ("**Plan of Share Exchange**"), between Jetronic and New Bastion was approved and adopted by the board of directors and shareholders of New Bastion on November 21, 2008 and was adopted by the Board of Directors of Jetronic on November 21, 2008.

2. Under the Plan of Share Exchange, all issued and outstanding shares of New Bastion stock will be exchanged for 9,889,446 shares of common stock of Jetronic and New Bastion will become a wholly owned subsidiary of Jetronic. Also, New Bastion shall cancel all of the 15,750,000 shares of Jetronic Common Stock that was previously issued to New Bastion by Jetronic.

3. The Plan of Share Exchange is attached as **Exhibit A** and incorporated by reference as if fully set forth.

4. Under §607.1105(1)(b) of the Act, the date and time of the effectiveness of the Share Exchange shall be on the filing of these Articles of Share Exchange with the Secretary of State of Florida.

See Signature Page Attached

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IN WITNESS WHEREOF, the parties have set their hands on December 29, 2008.

ATTEST:

By: 

JETRONIC INDUSTRIES, INC.

By: 
Patrick O'Keefe, President

By: 

NEW BASTION DEVELOPMENT, INC.


By: 
Elliot Bellen, president

Exhibit A

PLAN OF SHARE EXCHANGE

This Plan of Share Exchange ("**Plan**") is entered into between Jetronic Industries, Inc. with its principal offices located at 1000 NW 65th Street, Suite 103, Fort Lauderdale, Florida 33309 ("**Acquiror**") and New Bastion Development, Inc., a Florida corporation with its principal offices located at 1000 NW 65th Street, Suite 103, Fort Lauderdale, Florida 33309 ("**Acquiree**").

1. **Distribution to Shareholders.** On the Effective Date, all of the shareholders of Acquiree not dissenting from the Plan shall automatically have exchanged, without any further action on their part, all of the outstanding common stock of Acquiree for shares of common stock of Acquiror and Acquiree shall become a wholly owned subsidiary of Acquiror (other than with respect to preferred stock). Holders of each share of Acquiree shall receive 0.5 shares of Acquiror. Further, Acquiree shall cancel all of the 15,750,000 shares of Acquiror common stock that was previously issued to Acquiree by Acquiror. Acquiree shareholders holding the 550 shares of Series A Convertible Preferred Stock shall retain such shares until such time that Acquiror's capital structure will enable it to issue 550 shares of comparable preferred stock.

2. **Satisfaction of Rights of Acquiree's Shareholders.** All shares of Acquiror's stock into which shares of Acquiree's stock have been converted and become exchangeable for under this Plan shall be deemed to have been paid in full satisfaction of such converted shares.

3. **Fractional Shares.** Fractional shares of Acquiror's stock will not be issued to the holders of Acquiree's stock. Fractional shares of Acquiror's stock will rounded up to the nearest whole number.

4. **Supplemental Action.** If at any time after the Effective Date, Acquiror shall determine that any further conveyances, agreements, documents, instruments, and assurances or any further action is necessary or desirable to carry out the provisions of this Plan, the appropriate officers of Acquiror or Acquiree, as the case may be, whether past or remaining in office, shall execute and deliver any and all proper conveyances, agreements, documents, instruments, and assurances and perform all necessary or proper acts to carry out the provisions of this Plan.

5. **Filing with the Florida and Pennsylvania Secretaries of State and Effective Date.** On the Closing Date, as provided in the Agreement and Plan of Share Exchange of which this Plan is a part, Acquiror and Acquiree shall cause their respective Presidents to execute Articles of Share Exchange in the form attached to this Plan and, on execution, this Plan shall be deemed incorporated by reference into the Articles of Share Exchange as if fully set forth in such Articles and shall become an exhibit to such Articles of Share Exchange. Thereafter, the Articles of Share Exchange shall be delivered for filing to the Florida and Pennsylvania Secretaries of State. In accordance with the Florida Business Corporation Act and Pennsylvania Consolidated Statutes, the Articles of Share Exchange shall specify the "**Effective Date**." The Effective Date shall be the filing date of the Articles, as specified herein or in the Agreement and Plan of Share Exchange.

Exhibit A

6. Amendment and Waiver. Any of the terms or conditions of this Plan may be waived at any time by Acquiror or Acquiree by action taken by the Board of Directors of such party, or may be amended or modified in whole or in part at any time before the vote of the shareholders of Acquiree by an agreement in writing executed in the same manner (but not necessarily by the same persons), or at any time thereafter as long as such change is in accordance with the Florida Business Corporation Act and Pennsylvania Consolidated Statutes.

7. Termination. At any time before the Effective Date (whether before or after filing the Articles of Share Exchange), this Plan may be terminated and the share exchange abandoned by mutual consent of the Boards of Directors of both corporations, notwithstanding favorable action by the shareholders of Acquiree.