

P95000013139

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐

PICK-UP

☐

WAIT

☐

MAIL

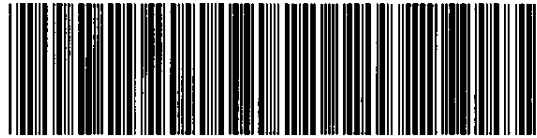
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only



900155950379

07/07/09--01055--003 **105.00

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
09 JUL -7 AM 10:17

\$
Filing - 105

Share exchange
7/14

CAPPELLER LAW
ATTORNEYS AT LAW

350 CAMINO GARDENS BOULEVARD
SUITE 303
BOCA RATON, FLORIDA 33432

JOHN M. CAPPELLER, JR., P.A.
JCAPPELLER@CAPPELLERLAW.COM

TELEPHONE 561-620-2599
FACSIMILE 561-620-2565

July 1, 2009

Florida Department of State
Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Re: Articles of Share Exchange
Our File No. 09-135

Dear Sir or Madame:

Enclosed for filing are Articles of Share Exchange and check for filing fee, please process.

Very truly yours,
CAPPELLER LAW

John M. Cappeller, Jr.

RECEIVED
2009 JUL -7 AM 8:00
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

RECEIVED
2009 JUL -7 AM 9:29
SECRETARY OF STATE

ARTICLES OF SHARE EXCHANGE

Articles of Share Exchange between **BRIETINO ENTERPRISES, INC.**, a Florida Corporation ("Holding") with its principal place of business located at 7040 W. Palmetto Park Road, Suite 424, Boca Raton, FL 33433 and **FUTURE LITE 2000, INC.**, a Florida Corporation ("Acquired I"), with its principal place of business located 7040 W. Palmetto Park Road, Suite 424, Boca Raton, FL 33433, and **J. STONE ENTERPRISES, INC.**, a Florida corporation ("Acquired II") with its principal place of business located 7040 W. Palmetto Park Road, Suite 424, Boca Raton, FL 33433.

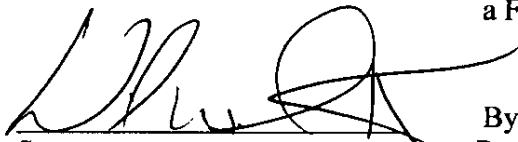
Under Section 607.1105 of the Florida Business Corporation Act (the "Act"), Holding, Acquired I and Acquired II adopt the following Articles of Share Exchange:

1. The Agreement and Plan of Share Exchange effective January 1, 2009 between Holding, Acquired I and Acquired II was approved and adopted by the Shareholders and Directors of all corporation on January 1, 2009.
2. Under the Plan of Share Exchange, all issued and outstanding shares of Acquired I and Acquired II stock will be exchanged for stock in Holding and Acquired I and Acquired II will become wholly owned subsidiaries of Holding.
3. The Plan of Share Exchange is attached hereto as Exhibit "A" and incorporated by reference as if fully set forth.
4. Under Section 607.1105(1)(b) of the Act, the date and time of the effectiveness of the Share Exchange shall be that which is specified in the Plan of Share Exchange attached hereto as Exhibit "A."

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
29 JUL 27 AM 10:17

ATTEST:

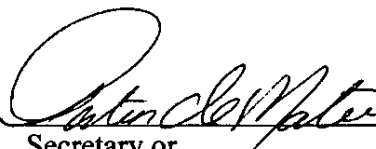
BRIETINO ENTERPRISES, INC.,
a Florida corporation


Secretary or
Assistant Secretary

By: 
Patricia de Martino, President

ATTEST:

FUTURE LIVE 2000, INC.,
a Florida Corporation



Secretary or
Assistant Secretary

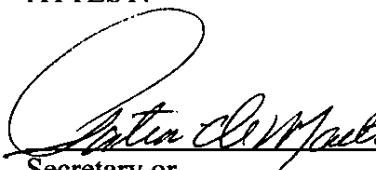
By:



David de Martino, President

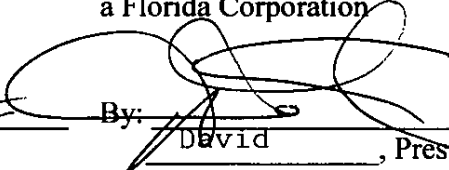
ATTEST:

J. STONE ENTERPRISES, INC.,
a Florida Corporation



Secretary or
Assistant Secretary

By:



David de Martino, President

PLAN OF SHARE EXCHANGE

This Plan of Share Exchange ("Plan") is entered into between **BRIETINO ENTERPRISES, INC.**, a Florida Corporation ("Holding") with its principal place of business located at 7040 W. Palmetto Park Road, Suite 424, Boca Raton, FL 33433 and **FUTURE LITE 2000, INC.**, a Florida Corporation ("Acquired I"), with its principal place of business located 7040 W. Palmetto Park Road, Suite 424, Boca Raton, FL 33433, and **J. STONE ENTERPRISES, INC.**, a Florida corporation ("Acquired II") with its principal place of business located 7040 W. Palmetto Park Road, Suite 424, Boca Raton, FL 33433.

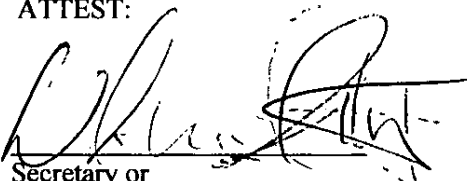
1. **Distribution to Shareholders.** On the Effective Date, all of the shareholders of Acquired I and Acquired II not dissenting from the Plan shall exchange all of the outstanding stock of Acquired I and Acquired II for 100 shares of Holding, and Acquired I and Acquired II shall become a wholly owned subsidiary of Holding.
2. **Satisfaction of Rights of Acquired I and Acquired II Shareholders.** All shares of Holding's stock into which shares of Acquired I and Acquired II'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. **Supplemental Action.** If at any time after the Effective Date, Holding 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 officer of Holding, Acquired I or Acquired II, 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 and proper acts to carry out the provisions of this Plan.
4. **Filing with the Florida Secretary of State and Effective Date.** On the Closing Date, as provided for in the Agreement for Share Exchange, Holding and Acquired I and Acquired II shall cause their respective Presidents to execute Articles of Share Exchange in the form attached hereto, 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 Secretary of State. In accordance with Section 607.1105(1)(b) of the Florida Business Corporation Act (the "Act"), filing under the Act shall be the date the Articles are submitted to the Department of State. For all other purposes hereunder, January 1, 2009 shall be regarded as the "Effective Date" of the Share Exchange.
5. **Amendment and Waiver.** Any of the terms or conditions of this Plan may be waived at any time by Holding or Acquired I or Acquired II by the 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 Acquired I or Acquired II by an agreement in writing executed in the same manner, or at any time thereafter, as long as such change is in accordance with Section 607.1103 of the Act.


6. Termination. At any time before the Effective Date, this Plan may be terminated and the share exchange abandoned by mutual consent of the Board of Directors of all corporations, notwithstanding favorable action by the shareholders of Acquired I and Acquired II.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, hereunto duly authorized, and entered into as of the date first above written.

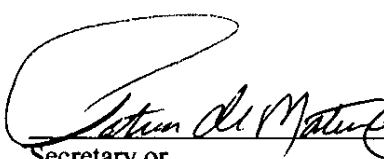
ATTEST:


Secretary or
Assistant Secretary

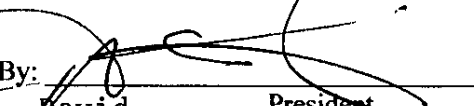
BRIETINO ENTERPRISES, INC.,
a Florida corporation

By: 
Patricia de Martino, President
de Martino

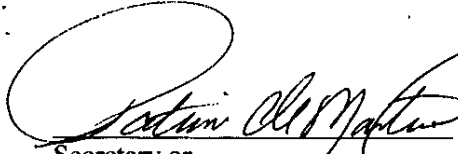
ATTEST:


Secretary or
Assistant Secretary

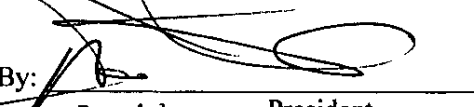
FUTURE LITE 2000, INC.,
a Florida Corporation

By: 
David de Martino, President
de Martino

ATTEST:


Secretary or
Assistant Secretary

J. STONE ENTERPRISES, INC.,
a Florida Corporation

By: 
David de Martino, President
de Martino