

SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

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FILER

Dinello Restaurant Ventures, Inc.

CIK: **1501489** | IRS No.: **141877754** | State of Incorporation: **FL** | Fiscal Year End: **1231**
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SIC: **5812** Eating places

Mailing Address

2701 4TH ST N
UNITS 102 & 103
ST PETERSBURG FL 33704

Business Address

2701 4TH ST N
UNITS 102 & 103
ST PETERSBURG FL 33704
727-896-3278

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (date of earliest event reported): October 1, 2011

DINELLO RESTAURANT VENTURES, INC.

(Exact name of small business issuer as specified in its charter)

Florida

(State or other jurisdiction of incorporation)

333-172052

(Commission File Number)

14-1877754

(IRS Employer Identification No.)

2701 4th Street North, Units 102/103

St. Petersburg, Florida 3370 –

(Address of principal executive offices and zip code)

(727) 896-3278

(Registrant's telephone number including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12(b) under the Exchange Act (17 CFR 240.14a-12(b))
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Section 2 - Financial Information

Item 2.01 Completion of Acquisition or Disposition of Assets

On September 21, 2011, the Registrant held a Special Meeting of the Board of Directors. All directors were present. Notice of the Meeting was waived with said waiver placed in the corporate minute book. The meeting was called by the Chairman, Andy Fan, to discuss a change in business strategy and business model for the Company due to the current economic conditions. The lack of improvement in the service industry, specifically the restaurant industry, has not provided the necessary climate for building the current business model.

Mr. Andy Fan, Chairman of the Board, requested that the full Board of Directors approve a change in the strategic direction of the company. Mr. Andy Fan stated that to continue to protect and increase shareholder value, it would be to the advantage, welfare and best interests of the shareholders for the Company to consider alternative corporate strategies to generate new business revenue for the Company, starting with the sale of some of the Company's older assets, acquisitions, roll-ups, strategic alliances, joint ventures, or mergers. The disposal of the restaurant assets to Caramello's Pizzeria, LLC, a Florida Limited Liability Company, was approved by Shareholders representing 87% of the shares issued and outstanding. The Contract for Purchase of Assets and Liabilities is provided as Exhibit 10.

After thorough discussion and upon motion duly made and seconded, the Board of Directors unanimously agreed to a change in the business strategy and model that would increase shareholder value.

The Board of Directors approved changing the direction and mission of the Company, and changing the name of the Company to reflect said new direction and mission. The proposed new direction of the Company will be promoting business relations and exchanges between Chinese and U.S. companies, facilitating international mergers and acquisitions, increasing co-operations between Chinese companies and the Wall Street financial institutions, helping Wall Street investors identify and work with respectable and reputable Chinese counterparts and companies, assisting Chinese corporations to understand that the only way to benefit from the world's biggest capital market is through strictly and consistently following its rules and regulations. The new name approved by the Board and the Shareholders will be "AF Ocean Investment Management Company."

Section 5 - Corporate Governance and Management

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

Effective October 1, 2011, upon a unanimous vote of the Shareholders attending the September 21, 2011 Shareholder Meeting (which attending shareholders represented 87% of the outstanding shares), the Articles of Incorporation were amended as follows:

Article I amended changing the corporate name as follows:

The name of the corporation shall be "AF Ocean Investment Management Company", and shall be governed by Title XXXVI Chapter 607 of the Florida Statutes.

Article VIII amended adding the name and address of the new director as follows:

Andy Z. Fan, Director, 2701 Fourth Street N., St. Petersburg, FL 33704

SECTION 9 - FINANCIAL STATEMENTS AND EXHIBITS

Item 9.01 Financial Statements and Exhibits

Exhibit No.	Description
3(iv)	Articles of Amendment to Articles of Incorporation
10	Contract for Purchase of Assets and Liabilities

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

DINELLO RESTAURANT VENTURES, INC.



Dated: October 4, 2011

By: /s/ ANDY Z. FAN

Name: Andy Z. Fan

Title: Chairman, Board of Directors



Dated: October 4, 2011

By: /s/ DIANE J. HARRISON

Name: Diane J. Harrison

Title: Secretary, Treasurer, and Director

Articles of Amendment
to
Articles of Incorporation
of

Dinello Restaurant Ventures, Inc.

(Name of Corporation as currently filed with the Florida Dept. of State)

P03000037353

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

Andy Ocean Investment Management Company *The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."*

B. Enter new principal office address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

C. Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

New Registered Office Address:

(Florida street address)

_____, Florida
(City) (Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
Director	Andy Z. Fan	2701 4th Street North St. Petersburg, FL 33704	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove

E. If amending or adding additional Articles, enter change(s) here:

(attach additional sheets, if necessary). (Be specific)

F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:

(if not applicable, indicate N/A)

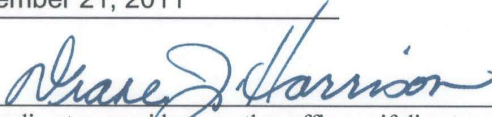
The date of each amendment(s) adoption: September 21, 2011

Effective date if applicable: October 1, 2011 (date of adoption is required)
(no more than 90 days after amendment file date)

Adoption of Amendment(s) **(CHECK ONE)**

- The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.
- The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*
- “The number of votes cast for the amendment(s) was/were sufficient for approval
by _____.”
(voting group)
- The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.
- The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated September 21, 2011

Signature 
(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Diane J. Harrison
(Typed or printed name of person signing)

Secretary/Treasurer/Director
(Title of person signing)

CONTRACT FOR PURCHASE OF ASSETS AND LIABILITIES

1. Names

Dinello Restaurant Ventures, Inc., a Florida corporation (Seller), and Caramello's Pizzeria, LLC, a Florida limited liability company (Buyer), agree to the following sale.

2. Sale of Business Assets and Assumption of Liabilities

Seller is selling to Buyer and Buyer is buying from Seller the assets of the operations of Seller, located at 2701 4th Street N, Units 102 &103, St. Petersburg, Florida 33704.

Buyer is also assuming all liabilities associated with the operations of the Seller associated with Caramello's Pizzeria and Grinders, located at 2701 4th Street N, Units 102 &103, St. Petersburg, Florida 33704

3. Assets and Liabilities Being Sold

The assets being sold pursuant to this agreement consist of:

- A. The inventory of goods.
- B. All the furniture, fixtures and equipment located at 2701 4th Street N, Units 102 &103
- C. Current liabilities: accounts payable and accrued expenses
- D. Goodwill

4. Purchase Price

The purchase price is \$40,000.00 allocated as follows:

A. Inventory	\$	5,000.00
B. Furniture, fixtures and equipment	\$	26,000.00
C. Current Liabilities	\$	(25,000.00)
D. Goodwill	\$	34,000.00
TOTAL	\$	<u> </u> .00

5. Escrow Agent

Escrow Agent's sole obligation under this Agreement is to hold the Funds (the "Deposit" and "Final Payment") in trust in accordance with the terms hereof. Upon disbursement of the Funds as provided herein, Escrow Agent shall automatically be released and discharged. In the event of any dispute between the Parties with respect to the disposition of the Funds, Escrow Agent shall either continue to hold the Funds in trust pending directions by a court of competent jurisdiction or Escrow Agent shall interplead the Funds. The Parties agree to indemnify and hold harmless Escrow Agent from and against all liability, loss, and costs (including reasonable attorney's fees) or loss of the Funds unless due to the gross negligence or willful misconduct of Escrow Agent. Notwithstanding its duties as escrow agent, Escrow Agent shall have the right to represent Seller in connection with this Agreement, including without limitation the right to represent Seller in any litigation arising in connection herewith.

6. Deposit

Buyer will deposit with Escrow Agent the sum of Five Thousand and 00/100ths Dollars **(\$5,000.00)** in current funds when Buyer and Seller sign this contract. This amount will be applied toward the amount listed in paragraph 4. Seller will return this deposit to Buyer if the purchase is not completed because Seller cannot or does not meet its commitments.

7. Final Payment Due at Closing

At closing, Buyer will pay Seller Fifteen Thousand and 00/100ths (**\$35,000.00**) via wire, direct deposit or cashier's, certified, or personal check to be placed into Escrow to await instructions for disposition from Seller.

8. Seller's Debts

Buyer is not assuming any of Seller's debts or liabilities. At or before closing, Seller will pay all debts and liabilities that are or may become a lien on the assets being bought by Buyer.

At closing, Seller will confirm in an affidavit, a copy of which is attached hereto, that Seller has paid all debts and liabilities of the business, including those that are known and those that are in dispute.

9. Closing

The closing will take place:

Date:	October 1, 2011	Date:	September 30, 2011
Time:	11:00 AM	Time:	11:00 PM
Location:	Beijing, China	Location:	St. Petersburg, Florida

At closing, Buyer and Seller will sign the documents specified in this contract and all other documents reasonably needed to transfer the business assets to Buyer. Buyer will pay Seller the amounts required by this contract and Seller will transfer the business assets to Buyer.

10. Documents for Transferring Assets

At closing, Seller will deliver to Buyer these signed documents:

- A. A bill of sale for the tangible assets being bought, with a warranty of good title.
- B. Assignment of any other contracts that are being transferred to Buyer, if any, with the written consent of the other contracting person, if such consent is required.

Seller will also deliver to Buyer at closing all other documents reasonably needed to transfer the business assets to Buyer.

11. Seller's Representations

Seller warrants and represents that:

- A. Seller has good and marketable title to the assets being sold. The assets will be free from encumbrances at closing.
- B. There are no judgments, claims, liens or proceedings pending against Seller, the business or the assets being sold, and none will be pending at closing.
- C. Seller has given Buyer complete and accurate information, in writing, about the earnings of the business, its assets and liabilities, and its financial condition.
- D. Until closing, Seller will not enter into any new contracts or incur any new obligations and will continue to conduct its business in a normal manner.

These warranties and representations will survive the closing.

12. Buyer's Representations

Buyer warrants and represents that:

- A. Buyer has inspected the tangible assets that Buyer is purchasing and the premises covered by the lease, and is satisfied with their condition except for: Problems found by Buyer.
- B. Buyer has given Seller accurate information about Buyer's financial condition.

These warranties and representations will survive the closing.

13. Risk of Loss

If business assets are damaged or destroyed before closing, Buyer may cancel this contract, in which case Seller will promptly return the deposit.

14. Disputes

If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually selected. The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court.

15. Entire Agreement

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

16. Successors and Assignees

This agreement binds and benefits the heirs, successors and assignees of the parties.

17. Notices

Any notice, request, instruction, demand, consent, or other communication required or permitted to be given under this Agreement shall be in writing and shall be delivered either by hand or by certified mail, postage prepaid and certified return receipt requested, or by federal Express or similar overnight delivery service, or by telecopy as follows:

SELLER: Dinello Restaurant Ventures, Inc.

Diane J. Harrison
2701 4th Street N.
St. Petersburg, FL 33704
dnlo2011@verizon.net

BUYER: Caramello's Pizzeria, LLC

c/o Michael J. Daniels
2701 4th Street N.
St. Petersburg, FL 33704
pepperoniroll@verizon.net

ESCROW AGENT: Harrison Law, P.A.

Attn: Diane J. Harrison, Esquire
6860 Gulfport Blvd. S. No. 162
St. Petersburg, FL 33707
Fax: (941) 531-4935

or to such other address as the pertinent Party or Escrow Agent may direct by written notice. Each such notice or other communication shall be deemed delivered (a) on the date delivered if done so by hand or (b) on the date deposited in the U.S. mail or with an overnight delivery service or sent via facsimile.

18. Governing Law

This agreement will be governed by and construed in accordance with the laws of the State of Florida.

19. Counterparts

The parties may sign several identical counterparts of this agreement. Any fully signed

counterpart shall be treated as an original.

20. Modification

This agreement may be modified only by a writing signed by the party against whom such modification is sought to be enforced.

21. Waiver

If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

22. Severability

If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

23. Signatures

SELLER

Dinello Restaurant Ventures, Inc.,

a Florida corporation

2701 4th Street N.

St. Petersburg, FL 33704

We consent to the sale of the business on the terms and conditions set forth in this purchase contract.

Dated: September 30, 2011

By:

Diane J. Harrison, Secretary, Treasurer, Director Majority Shareholder
Dinello Restaurant Ventures, Inc.

BUYER

Caramello' s Pizzeria, LLC,

a Florida limited liability company

2701 4th Street N.

St. Petersburg, FL 33704

Dated: September 30, 2011

By:

Michael J. Daniels, Managing Member
Caramello' s Pizzeria, LLC