BEFUT GLOBAL, INC.
f/k/a
BEFUT INTERNATIONAL CO, LTD

15c2-11 Documentation

November 28, 2016



BEFUT GLOBAL, INC.
f/k/a
BEFUT INTERNATIONAL CO, LTD

INFORMATION STATEMENT

For Broker-Dealer Due Diligence
Pursuant to Rule 15c2-11
under the Securities Exchange Act of 1934

November 28, 2016
(Date of this Information Statement)

Befut Global, Inc.
(Exact name of issuer as specified in its charter)

NEVADA	**81-3306699**
(State or another jurisdiction of incorporation or organization)	Federal ID Number
2835 Hollywood Blvd. Hollywood, FL	**33024**
(Address of Principal Executive Office)	(Zip Code)

The number of shares outstanding of each of the Registrant's classes of common equity, as of the date of this Information Statement, are as follows:

Common Stock, $0.001 par value	**182,115,640**
(Class of Securities Quoted)	(Number of Shares Outstanding)

05540J203
(CUSIP Number)

Befut Global, Inc.

f/k/a

Befut International Co, Ltd

Information and Disclosure Statement

November 28, 2016

All information furnished herein has been prepared from the books and records of Befut Global, Inc. f/k/a Befut International Co, Ltd in accordance with rule 15c2-11 (a) (5) promulgated under the Securities and Exchange Act of 1934, as amended, and is intended as information to be used by security Broker-Dealers.

No Dealer, salesman or any other person has been authorized to give any information or to make any representations not contained herein in connection with Befut Global, Inc. f/k/a Befut International Co, Ltd. Any representations not contained herein, must not be relied upon as having been made or authorized by Befut.

Delivery of this information and disclosure statement does not imply that the information contained herein is correct as of any time subsequent to the date first written above.

CURRENT INFORMATION REGARDING

Befut Global, Inc.
f/k/a
Befut International Co, Ltd
A Nevada corporation

The following information is furnished to assist with "due diligence" compliance. The information is furnished pursuant to Rule 15c2-11 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended: The items and attachments generally follow the format set forth in Rule 15c2-11.

1. Exact name of Company and its predecessor (If any)

The exact name of the issuer is Befut Global, Inc. (herein sometimes called the "Company" or the "Issuer"). The Company's predecessor is Befut International Co, Ltd. The Company intends to seek formal approval of the name change with the Financial Industry Regulatory Authority within the 4th quarter of 2016.

2. Address of its principal executive offices

A. Company Headquarters

2835 Hollywood Blvd
Hollywood Florida 33024

Phone: (954) 404-5885
Email: carl@befutglobal.net
Website: www.befutglobal.net;
www. cityworks.com

B. Investor Relations Contact

2835 Hollywood Blvd
Hollywood Florida 33024

Phone: (954) 404-5885
Email: carl@befutglobal.net

3. Security Information

A. The Company's Amended Articles of Incorporation authorize it to issue up to Nine Hundred Fifteen Million (915,000,000) common shares and Fifteen Million (15,000,000) preferred shares, all with a par value of one-tenth of one cent ($0.001) per share.

Trading Symbol:	BFTI
Exact Title & Class of Securities Outstanding:	Common
CUSIP:	05540J203
Par or Stated Value:	$0.001 per Share
Total Shares Authorized (as of Nov. 16, 2016,)	915,000,000
Total Shares Outstanding (as of Nov. 16, 2016,)	182,115,640

Trading Symbol:	n/a

Exact Title & Class of Securities Outstanding:	Preferred Series A
CUSIP:	n/a
Par or Stated Value:	$0.001 per Share
Total Shares Authorized (as of Nov. 16, 2016,)	10,000,000
Total Shares Outstanding (as of Nov. 16, 2016,)	0
Trading Symbol:	n/a
Exact Title & Class of Securities Outstanding:	Preferred Series B
CUSIP:	n/a
Par or Stated Value:	$0.001 per Share
Total Shares Authorized (as of Nov. 16, 2016,)	5,000,000
Total Shares Outstanding (as of Nov. 16, 2016,)	1,000,000

B. Transfer Agent

Corporate Stock Transfer, Inc.
3200 Cherry Creek Drive South, Suite 430
Denver, CO 80209
(302) 282-4800
mwingo@corporatestock.com

The transfer agent is registered under the Exchange Act.

C. List Any Restrictions on the Transfer of the Securities

None.

D. Describe Any Trading Suspension Orders Issued by the SEC in the Past 12 Months

None.

E. List Any Stock Split, Stock Dividend, Recapitalization, Merger, Acquisition, Spin-Off or Reorganization either Currently Anticipated or that Occurred within the Past 12 Months.

On February 11, 2016 Barton Hollow, LLC, a Nevada limited liability company, and stockholder of the Issuer, filed an Application for Appointment of Custodian pursuant to Section 78.347 of the Act in the District Court for Clark County, Nevada. Barton Hollow was subsequently appointed custodian of the Issuer by Order of the Court on April 25, 2016 (the "Order").

In accordance with the provisions of the Order, Barton Hollow thereafter moved to: (a) reinstate the Issuer with the State of Nevada; (b) provide for the election of interim officers and directors; and (c) call and hold a stockholder meeting.

On April 25, 2016, the Issuer and Solargy Power Systems, Inc., a New York corporation ("Solargy") entered into a Securities Purchase Agreement (the "SPA"). Concomitant therewith, the stockholders of the Issuer elected Carl Nurse, the President of Solargy, Chief Executive Officer of the Issuer, who, along with Barton Hollow, ratified and approved the SPA.

Subsequently, The Issuer entered into a Share Exchange Agreement (the "Agreement") with Cityworks Building Company, Inc., a Florida Corporation ("Cityworks"). Pursuant to the Share Exchange Agreement, Cityworks surrendered 100% of its issued and outstanding shares to the Issuer in exchange for 10,000,000 shares.

Upon closing of the Agreement, Cityworks became a wholly-owned subsidiary of the issuer.

4. Issuance History.

As of the date of this Information Statement, there are 182,115,640 shares of the Company's common stock issued and outstanding.

During the preceding two (2) years, the Company has issued the following securities:

On April 27, 2016, we issued 100,000,000 shares of our common stock to Solargy Power Systems, Inc., a New York Corporation. Our Chief Executive Officer, Carl Nurse, is sole owner of Solargy.

On April 27, we issued 40,000,000 shares of our common stock to Carl Nurse, our Chief Executive Officer, in exchange for a $20,000 note.

On April 27, 2016, we issued 10,000,000 shares of our common stock to Cityworks Building Company, Inc., a Florida Corporation, in exchange for 100% of the company's issued and outstanding shares, pursuant to a Share Exchange Agreement. Our Chief Executive Officer, Carl Nurse, owns 100 % of Cityworks Building and is also the President of Cityworks Building Co., Ltd.

On April 27, 2016, we issued 1,600,000 shares of our common stock to Neptune Global LLC in exchange for a loan of $3,000.00, secured by the shares.

On April 27, 2016, we issued 800,000 shares of our common stock to Richard Schulenburg in exchange for a $16,000 loan, secured by the stock.

5. Financial Statements

See Exhibits.

6. Describe the Issuer's Business, Products and Services

A. Issuer's Mission;

The mission of Befut International Co., Ltd (the "Company" or "Befut") (www.befutglobal.net.), is to be an industrial infrastructure company by using technology to deliver natural resources (energy), bioplastics, and building products (Lumber and other building materials) to market globally.

B. Description of the Issuer's business operations;

Befut International Co., Ltd is an industrial infrastructure company with operations in commercial construction, residential, hotels and institutional building construction. Subsidiaries include Cityworks Building ("Cityworks").

Cityworks Building general contractor that specializes in residential, commercial, health care, government facilities, historical building restorations, luxury condo and home renovations including interior and exterior. The Company manages and coordinates all the jobs from start to finish. Cityworks was founded in 2007 and has been bonded up to 10 million dollars. Cityworks has completed several hundred projects since its inception in 2007 and remains active in the South Florida construction market.

Cityworks has successfully completed over 50 public sector projects including Hospitals, schools, jails, parks, fire stations and police stations for Miami-Dade County. In the private sector Cityworks is equally active having completed over 100 projects for C.B. Richard Ellis in addition to extensive work R.K Centers, the largest shopping Centre owners in Miami. Cityworks performs store build-outs for retailers & restaurants as well as large new construction projects such as the Avanti Centre in North Miami Beach. Recently we have completed residential renovation projects in Akoya, Trump Hollywood, Porto Vita and Ocean I & III as well as private homes in Golden Beach and Miami Beach.

The company is positioned to successfully complete project developments being contemplated including but not limited to rental income housing, single family housing projects and assisted living facilities in the role as developer and builder, ensuring the economies of vertical integration.

Befut also has operations or plan to operate in South America, Asia, West Africa, Caribbean and the US. Befut, via wholly owned subsidiary recently signed a letter of intent to acquire approximate 30,000 hectares of land in Suriname with an existing Government Granted concession to harvest up to 750,000 cubic meters of hardwoods and softwoods. The proposed purchase will include an existing sawmill and some existing purchase orders for up to 40 containers of product monthly, equal to 1000 cubic meters (approximately 450,000 Board feet (BF))
Befut Solargy (an SPV created to be the EPC manager on the Thai project), in association with Thai Sumiden, (http://www.thaisumiden.com/organization.html) Nile Industries and PowerGrid International is negotiating a contract with the Ministry of Power, Myanmar to be the engineering

procurement and construction contractor (EPC) for a 360 KM 500HV transmission line.

C. Business Model

Management believes that the way to maintain sustainable growth is to establish relationships with strategic companies to pursue new opportunities. To this end, the company has entered into a number of strategic alliances, including but not limited to, with a number of powerline builders in Asia to build High Voltage transmission lines and power infrastructure projects, limited to Solar PV installations. Befut operates using the traditional self-performing work model on infrastructure projects, with its strategic partners performing the installation work, installing the manufactured components, transmission towers, cable, and in the case of PV power plants, the solar panels and associated equipment.

Befut has signed an agreement to acquire approximately 30,000 hectares of land in Suriname with approximately 750,000 cubic meters CM3 of lumber. The estimated value of the lumber is USD300,000,000. The company estimates it will take several years to harvest the lumber.

D. Description of Business Opportunity;

The company's construction affiliate also has been shortlisted to build townhouses in Florida and an assisted living facility in North Miami, and the Asian affiliate will achieve revenue from the construction of the 500 HV transmission line once that project is formally awarded. Befut has an opportunity to derive multiple income streams from the sale of lumber on the property in Suriname, estimated to yield about 750,000 cubic meters of lumber,

E. Description of Target Market

Florida, USA:

Continued demand for residential and commercial property has fueled a boom in the construction services sector over the five years. The 31,000-member Miami Association of Realtors and the local MLS. "Record demand for Miami properties from both domestic and international buyers resulted in another sale record in 2013," said 2014 Chairman of the Board of the MIAMI Association of Realtors Liza Mendez. "We expect strong demand to continue in 2016-17 for Miami real estate but are encouraged that more homeowners are listing homes for sale, creating more balance between buyers and sellers. There were 30,041 homes and condos sold in Miami-Dade County in 2013, setting a new annual record that is 8% higher than the previous record set in 2012. Sales of single-family homes last year totaled 12,901, an increase of 12.5% compared to

the previous year's total of 11,463. Condominium sales increased 4.6%, from 16,383 in 2012 to 17,140 in 2013. According to the Miami Association of Realtors: More than $50 billion has been invested in South Florida since 2009, equating to roughly 250,000 properties that have been purchased primarily by foreigners.

The company Florida affiliate has been informed it will be awarded the contract to build an assisted living facility and 4 townhouses in North Miami. The contract for the townhouses is estimated to be approximately 900,000 and the assisted Living facility will be approximately 14,000,000

South America:

In Suriname, Befut has identified 30,000 hectares of land on which it plans to use the existing concession to produce and sell up to 2000 cubic meters of hardwoods and softwoods every month for several years. Lumber sells currently for between $500 and $900 per cubic meter. Befut has executed with the seller a signed letter of intent for the acquisition of the property. (see attached letter of intent).

Myanmar:

The Government of the Republic of Myanmar, Ministry of Electric Power (MEPE) as part of its long term economic plan is constructing a dam to generate power near the Chinese Border. This power is to be fed into the national grid via transmission lines to be built from the dam on the Shwe Li River to Mandalay.

Solargy Power Systems, Its Myanmar Associates, Pacific Electric and associated subcontractors (Companies) are proposing to finance, construct and operate approximately 219 miles (350 Km) of new 500-kV direct current electric transmission system consisting of approximately ten (10) segments between the 1,050 MW hydro power plant on Shwe Li river near China border and, MEIKTILA, near Mandalay substation approximately a distance of 350 kilometres. The proposed transmission line is needed to supplement existing transmission lines in order to relieve operating limitations, increase capacity, and improve reliability in the existing electric transmission grid, allowing for the delivery of up to 1,500 megawatts (MW) of additional energy from newly constructed dam at (Hydro Power Plant). Meiktila (Meiktila) substation. The Project includes ground disturbing activities associated with the construction of above-ground, double-circuit transmission lines involving structures, access roads, multi-purpose areas, fly yards, pulling sites as well as associated substations, communication sites, and electrical supply distribution lines. The Project crosses private land and public lands administered by the State Other Governmental agencies, and the state of Mandalay…
The project is estimated at this stage to cost USD $300,000,000 for the standard tower based project. Funding would be on a BOT basis, with the planned use of development infrastructure

bond offerings used to fund the project, and the Government requirement to provide a bank guarantee cash backed for USD $125,000,000 and issue the appropriate BOT agreement guaranteeing the repayment of the cost of construction. Solargy will secure funding using the bank guarantee and on receipt of same, for the total project cost, guaranteed not to exceed USD$300,000,000.

Solargy would propose to retain a main Local Partner Pacific Electric and up to four local (Thailand and Myanmar region) EPC subcontractors, each of whom will be responsible for 25 % of the projects. Each contractor would start their particular section at the same time, enabling an efficient construction schedule.

F. Description of the Issuer's History

Befut (BFTI) International Co., Ltd., formerly known as Frezer, Ltd ("Frezer"), was established under the laws of Nevada on May 2, 2005. The accompanying consolidated unaudited financial statements include the financial statements of BEFUT (BFTI) International Co., Ltd., its wholly owned subsidiaries and the companies controlled by WFOE, as defined below (collectively, the "Company"). The Company's primary business is to acquire and manage construction companies operating in related specialties across the United States, and to act as a real estate developer for income producing products domestically and internationally.

On March 13, 2009, Frezer entered into and consummated a series of transactions whereby (a) Frezer acquired 100% of the outstanding shares of common stock of BEFUT (BFTI) Corporation, a company incorporated in the State of Nevada on January 14, 2009 ("Befut (BFTI) Nevada"), constituting all of the capital stock of Befut (BFTI) Nevada, from Befut (BFTI) International Co. Limited, a British Virgin Islands company ("Befut (BFTI) BVI") in exchange for the issuance to Befut (BFTI) BVI of an aggregate of 117,768,300 shares of Frezer's common stock and the cancellation of an aggregate of 2,176,170 shares of Frezer's common stock and (b) Frezer raised $500,000 in gross proceeds from the sale to four investors of convertible promissory notes of Frezer in the aggregate principal amount of $500,000 and warrants to purchase an aggregate of 720,076 shares of Frezer's common stock. The acquisition was accounted for as a reverse acquisition under the purchase method for business combinations. On June 18, 2009, the Company effectuated a name change from its original name "Frezer, Ltd" to "Befut (BFTI) International Co., Ltd."

Hongkong BEFUT (BFTI) Co., Ltd. ("Befut (BFTI) Hongkong") was incorporated on September 10, 2008 under the laws of Hong Kong and is a wholly-owned subsidiary of Befut (BFTI) Nevada. On February 13, 2009, Befut (BFTI) Hongkong invested 100% of the registered capital to form Befut (BFTI) Electric (Dalian) Co., Ltd. ("WFOE"), a Chinese company incorporated in the city of Dalian, the People's Republic of China (the "PRC" or "China").

On February 16, 2009, WFOE entered into a series of agreements, the purpose of which was to restructure Dalian Befut (BFTI) Wire & Cable Manufacturing Co., Ltd. ("Dalian Befut (BFTI)") in accordance with applicable PRC law so that Dalian Befut (BFTI) could raise capital and grow its business (the "Restructuring"). Dalian Befut (BFTI) was incorporated on June 13, 2002 under the laws of the PRC. The Restructuring included the following arrangements: First, WFOE entered into an Original Equipment Manufacturer Agreement (the "OEM Agreement") with Dalian Befut (BFTI) containing the following material provisions: (i) Dalian Befut (BFTI) may not manufacture products for any person or entity other than WFOE without the written consent of WFOE; (ii) WFOE is to provide all raw materials and advance related costs to Dalian Befut (BFTI), as well as provide design requirements for products to be manufactured; (iii) WFOE is responsible for marketing and distributing the products manufactured by Dalian Befut (BFTI) and will keep all related profits and revenues; and (iv) WFOE has an exclusive right, exercisable in its sole discretion, to purchase all or part of the assets and/or equity of Dalian Befut (BFTI) at a mutually agreed price to the extent permitted by applicable PRC law. In addition, on February 16, 2009, WFOE entered into two ancillary agreements with Dalian Befut (BFTI): (i) an Intellectual Property License Agreement, pursuant to which WFOE shall be permitted to use intellectual property rights such as trademarks, patents and know-how for the marketing and sale of the products manufactured by Dalian Befut (BFTI); and (ii) a Non-compete Agreement, pursuant to which Dalian Befut (BFTI) shall not compete against WFOE.

On April 14, 2006, Dalian Marine Cable Co., Ltd. ("Dalian Marine Co.") was incorporated in the PRC by Dalian Befut (BFTI) owning 86.6% of the equity interest. Dalian Marine Co. was formed to conduct marketing activities and produce marine cables for Dalian Befut (BFTI). On February 25, 2011, Dalian Befut (BFTI) sold its entire 86.6% equity interest in Dalian Marine Co. to Mr. Fansheng Li, a noncontrolling shareholder of Dalian Marine Co., for RMB 17,320,000 (approximately $2.67 million) in cash. As part of the transaction, the applicable certifications required for producing marine cables were transferred to WFOE. As Dalian Befut (BFTI) will continue to manufacture marine cables for the Company, the Company has determined that Dalian Befut (BFTI)'s sale of its equity interests in Dalian Marine Co. did not have any material impact on the Company's financial position and operations.

On July 1, 2009, Dalian Befut (BFTI), our captive manufacturer, formed a joint venture under the laws of the PRC, Dalian Befut (BFTI) Zhong Xing Switch Co., Ltd. ("Befut (BFTI) Zhong Xing"), with pre-registered capital of RMB1,000,000 (approximately $147,000). Dalian Befut (BFTI) invested RMB700,000 (approximately $103,000) for its 70% equity interest in Befut (BFTI) Zhong Xing.

G. Description of Issuer's Ongoing Development Plans and Assumptions

Our current development plans are described in this disclosure document. Whether we continue developing the project will depend on the following factors:

- Availability and cost of capital;
- Costs and availability of equipment supplies and personnel necessary to conduct operations;
- Success or failure of activities in similar areas;
- Changes in the estimates of the costs to complete our projects; our ability to attract other industry partners to acquire a portion of the working interests, to reduce costs and exposure to risks;
- Decisions of our joint working interest owners and partners;
- Our operations may adversely impact the environment which could result in material liabilities to us;
- Obtaining governmental permits and approvals for operations, technology use and offerings, and/or operations which can be a costly and time-consuming process, can result in restrictions on our operations, and may delay or prevent us from obtaining necessary permits, licenses and/or other approvals and authorizations; and,
- Union represented labor may result in an increased risk of work stoppages and increased labor costs.

Management will undertake a three-stage approach to its additional technology and development costs. The initial stage will cost approximately $100,000, the second stage will cost approximately $250,000 with the third stage, consisting primarily of marketing, will cost upward of $500,000. The Company has already secured the needed capital for the initial stage of the launch and roll-out. The Company intends to raise the majority of the remaining capital required through private placements and/or through a Regulation A funding which the company is currently exploring.

Management will continue to gather data about our projects, and it is possible that additional information will cause us to alter our schedule or determine that a project should not be pursued. You should understand that our plans regarding our projects might change.

H. Shell Status

Based on all of the foregoing, it has been reasonably determined that the Company is ***not now, nor at any time in the past***, been a "shell company" as that term is defined by the Commission as per Release 33-8869, footnote 172, whereby the Company has always been a fully operative ongoing operation with an implemented business plan, revenues, assets, Note payables, leases, rights, etc.

I. Date and State (or Jurisdiction) of Incorporation:

The Issuer was organized under the laws of the State of Nevada on May 2, 2005.

J. The issuer's primary and secondary SIC codes;

The Issuer's primary SIC Code is 1522. NAICS code 236220.

K. The Issuer's fiscal year end date;

The issuer's year end date is December 31.

L. Principal products or services, and their markets;

Befut International Co, Ltd is an aggregator of construction services and plan to make acquisitions in related specialties of construction services, including but not limited to general construction companies, heavy and highway companies, solar installation companies and any other acquisition which would provide additional revenues and addition income in or der to make the goals of being listed on a major exchange...

Up until late 2013 BEFUT (BFTI)' primary focus was the manufacture of industrial products.

BEFUT (BFTI) intends to seek out and make strategic acquisitions of domestic and international technology businesses and intellectual property assets in order to further leverage its market presence. The Board of Directors of BEFUT (BFTI) are currently in advanced stage discussions with a number of operating construction companies. BEFUT (BFTI) intends to acquire the target companies in 2016 and will make further announcements at the appropriate time.

The marketing plan is a combined strategic placement of traditional media and significant e-marketing initiatives.

7. Describe the Issuer's Facilities.

The Company currently maintains its corporate registered offices at 2835 Hollywood Blvd., Hollywood Florida 33024.

8. Officers, Directors and Control Persons.

A. Names of Officers, Directors and Control Persons

The following table sets forth certain information furnished by the following persons, or their representatives, regarding the ownership of the Common Shares of the Company as of the date of this report, by (i) each person known to the Company to be the beneficial owner of more than 5% of the outstanding shares of Common Stock, (ii) each of the Company's executive officers and directors, and (iii) all of the Company's executive officers and directors as a group. Unless otherwise indicated, the named person is deemed to be the sole beneficial owner of the shares.

Name of Beneficial Owner

	Number of Shares	Percent
Carl M. Nurse	40,000,000	22%
Solargy Power Systems, Inc. (1)	100,000,000	55%
Total [1 Officers and Directors]:	40,000,000	22%

(1) Solargy Power Systems, Inc. is a New York corporation. Our Chief Executive Officer, Carl M. Nurse, is the company's Chief Executive Officer, Director, and sole owner. Its Registered Agent is c/o Carl M. Nurse, 5313 Ave H Brooklyn, NY 11234.

B. Legal/Disciplinary History.

Please identify whether any of the foregoing persons have, in the last five years, been the subject of:

1. A conviction in a criminal proceeding or named as a defendant in a pending criminal proceeding (excluding traffic violations and other minor offenses);

   None.

2. The entry of an order, judgment, or decree, not subsequently reversed, suspended or vacated, by a court of competent jurisdiction that permanently or temporarily enjoined, barred, suspended or otherwise limited such person's involvement in any type of business, securities, commodities, or banking activities;

   None.

3. A finding or judgment by a court of competent jurisdiction (in a civil action), the Securities and Exchange Commission, the Commodity Futures Trading Commission, or a state securities regulator of a violation of federal or state securities or commodities law, which finding or judgment has not been reversed, suspended, or vacated; or

   None.

4. The entry of an order by a self-regulatory organization that permanently or temporarily barred suspended or otherwise limited such person's involvement in any type of business or securities activities.

   None.

C. Beneficial Shareholders.

Provide a list of the name, address and shareholdings or the percentage of shares owned by all persons beneficially owning more than ten percent (10%) of any class of the issuer's equity securities. If any of the beneficial shareholders are corporate shareholders, provide the name and address of the person(s) owning or controlling such corporate shareholders and the resident agents of the corporate shareholders.

Name	**Address**	**No. of Shares**	**%**
Carl M. Nurse	2835 Hollywood Blvd. Hollywood, FL 33024	40,000,000	22%
Solargy Power Systems, Inc. (1)	5313 Ave H Brooklyn, NY 11234	100,000,000	55%

(2) Solargy Power Systems, Inc. is a New York corporation. Our Chief Executive Officer, Carl M. Nurse, is the company's Chief Executive Officer, Director, and sole owner. Its Registered Agent is c/o Carl M. Nurse, 5313 Ave H Brooklyn, NY 11234.

9. Third Party Providers

A. Legal Counsel

Adam S. Tracy, Esq.
Securities Compliance Group, Ltd.
2100 Manchester Road
Suite 615
Wheaton IL 60187
(888) 978-9901
at@ibankattorneys.com

B. Accountant or Auditor

None.

C. Investor Relations Consultant

None.

D. Another Advisor

None.

10. Issuer Certification

I, Carl Nurse, certify that:

1. I have reviewed this Information Statement of Befut Global, Inc. f/k/a Befut International Co, Ltd;

2. Based on my knowledge, this disclosure statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this disclosure statement; and

3. Based on my knowledge, the financial statements, and other financial information included or incorporated by reference in this disclosure statement, fairly present in all material respects the financial condition, results of operations and cash flows of the issuer as of, and for, the periods presented in this disclosure statement.

Befut Global, Inc.

s/s Carl M Nurse

_____ _____

Date: November 28, 2016

Carl M. Nurse - CHIEF EXECUTIVE OFFICER

EXHIBITS

The following documents are attached hereto as exhibits or filed separately and are incorporated herein by reference.

ATTACHMENT	DESCRIPTION
A.	Amended Articles of Incorporation
B.	Restated By-Laws of the Corporation
C.	Share Exchange Agreement between Befut International Co, Ltd and Cityworks Building Company, Inc.
D.	Financial Statements for the Years Ending December 31, 2015 and December 31, 2014, Respectively, and the Three Months End March 31, 2016; June 30, 2016; and September 30, 2016., filed individually and incorporated by reference.

090204

BARBARA K. CEGAVSKE
Secretary of State
202 North Carson Street
Carson City, Nevada 89701-4201
(775) 684-5708
Website: www.nvsos.gov

Certificate of Amendment
(PURSUANT TO NRS 78.385 AND 78.390)

USE BLACK INK ONLY - DO NOT HIGHLIGHT

ABOVE SPACE IS FOR OFFICE USE ONLY

Certificate of Amendment to Articles of Incorporation For Nevada Profit Corporations (Pursuant to NRS 78.385 and 78.390 - After Issuance of Stock)

1. Name of corporation:

Befut International Co., Inc

2. The articles have been amended as follows: (provide article numbers, if available)

The name of the Corporation has been amended to :
Article 1. name is amended to Befut Global,Inc
Art: 4.02 common shares have been reversed in a ratio of 25 to 1, with min shareholder being 617 shares.
the authorized common shares have been amended to :
900,000,000 common par value 0.001
preferred shares authorized are: Series A: Convertible Preferred 9% Shares 10,000,000.00, par value 0.001
Series B : 5,000,000 , par value 0.001 Supervoting preferred with one (1) "B" preferred share voting rights equal to 10,000 common shares

3. The vote by which the stockholders holding shares in the corporation entitling them to exercise at least a majority of the voting power, or such greater proportion of the voting power as may be required in the case of a vote by classes or series, or as may be required by the provisions of the articles of incorporation* have voted in favor of the amendment is: 70%

4. Effective date and time of filing: (optional) Date: sept 7, 2016 Time: 5.00pm
(must not be later than 90 days after the certificate is filed)

5. Signature: (required)

X _____
Signature of Officer

*If any proposed amendment would alter or change any preference or any relative or other right given to any class or series of outstanding shares, then the amendment must be approved by the vote, in addition to the affirmative vote otherwise required, of the holders of shares representing a majority of the voting power of each class or series affected by the amendment regardless to limitations or restrictions on the voting power thereof.

IMPORTANT: Failure to include any of the above information and submit with the proper fees may cause this filing to be rejected.

This form must be accompanied by appropriate fees.

From: 3052495886 Page: 10/14 Received by: NV Secretary of State Date: 9/26/2016 1:01:30 PM

AMENDED ARTICLES OF INCORPORATION
of
Befut Global
A Nevada Corporation

I, the undersigned, being the original incorporator herein named, for the purpose of forming a corporation under and pursuant to Chapter 78 of the Nevada Revised Statutes the general corporation laws of the State of Nevada, to do business both within and without the State of Nevada, do make and file these Articles of Incorporation hereby declaring and certifying that the facts herein stated are true:

ARTICLE I
NAME

The name of the corporation is Befut Global., Inc.

ARTICLE II
PRINCIPAL OFFICE

Section 2.01 Resident Agent. The name and address of its resident agent for service process is Resident Agents of Nevada, Inc. 711 S. Carson Suite 4 Carson City, Nevada 89701.

Section 2.02 Other Offices. The corporation may also maintain offices for the transaction of any business at such other places within or without the State of Nevada as it may from time to time determine. Corporate business of every kind and nature may be conducted, and meetings of directors and shareholders held outside the State of Nevada with the same effect as if in the State of Nevada.

ARTICLE III
PURPOSE

The corporation is organized for the purpose of engaging in any lawful activity, within or without the State of Nevada.

ARTICLE IV
SHARES OF STOCK

Section 4.01 Number and Class. The amount of the total authorized capital stock of this corporation is Nine Hundred Million (900,000,000) shares with a par value of $0.001 ("0") designated as Common Stock,

10,000,000 Shares of Preferred Series A 9% Convertible Stock, Par value 0.001 and

5,000,000 shares of Super voting Series B Preferred Stock, par value 0.001

with voting rights of 1 Series B share equal to 10,000 common stock.

The Common Stock may be issued from time to time without action by the stockholders. The Common Stock may be issued for such consideration as may be fixed from time to time by the Board of Directors.

The Board of Directors may issue such shares of common stock in one of more series, with such voting powers, designations, preferences and rights or qualifications, limitations or restrictions thereof as shall be stated in the resolution or resolutions adopted by them.

From: 3052495886 Page: 11/14 Received by: NV Secretary of State Date: 9/26/2016 1:01:31 PM

Exhibit A:

AMENDED ARTICLES OF INCORPORATION
of
Befut Global
A Nevada Corporation

I, the undersigned, being the original incorporator herein named, for the purpose of forming a corporation under and pursuant to Chapter 78 of the Nevada Revised Statutes the general corporation laws of the State of Nevada, to do business both within and without the State of Nevada, do make and file these Articles of Incorporation hereby declaring and certifying that the facts herein stated are true:

ARTICLE I
NAME

The name of the corporation is Befut Global., Inc.

ARTICLE II
PRINCIPAL OFFICE

Section 2.01 Resident Agent. The name and address of its resident agent for service process is Resident Agents of Nevada, lnc. 711 S. Carson Suite 4 Carson City, Nevada 89701.

Section 2.02 Other Offices. The corporation may also maintain offices for the transaction of any business at such other places within or without the State of Nevada as it may from time to time determine. Corporate business of every kind and nature may be conducted, and meetings of directors and shareholders held outside the State of Nevada with the same effect as if in the State of Nevada.

ARTICLE III
PURPOSE

The corporation is organized for the purpose of engaging in any lawful activity, within or without the State of Nevada.

ARTICLE IV
SHARES OF STOCK

Section 4.01 Number and Class. The amount of the total authorized capital stock of this corporation is Nine Hundred Million (900,000,000) shares with a par value of $0.001 ("0") designated as Common Stock, 10,000,000 Shares of Preferred Series A 9% Convertible Stock

Par value 0.001 and 5,000,000 shares of Super-Voting Series B Preferred Stock, par value 0.001 with voting rights of 1 Series B share equal to 10,000 common stock.

The Common Stock may be issued from time to time without action by the stockholders. The Common Stock may be issued for such consideration as may be fixed from time to time by the Board of Directors.

The Board of Directors may issue such shares of common stock in one of more series, with such voting powers, designations, preferences and rights or qualifications, limitations or restrictions thereof as shall be stated in the resolution or resolutions adopted by them.

Section 4.02 No Preemptive Rights. Holders of the Common Stock of the corporation shall not have any preference, preemptive right, or right of subscription to acquire any shares of the corporation authorized,

issued or sold, or to be authorized, issued or sold, or to any obligations or shares authorized or issued or to be authorized or issued, and convertible into shares of the corporation, nor to any right of subscription thereto, other than the extent if any, the Board of Directors in its discretion, may determine from time to time.

Section 4.03 Assessment of Shares. The Common Stock of the corporation, after the amount of the subscription price has been paid, in money, property or services, as the directors shall determine, shall not be subject to assessment to pay the debts of the corporation, nor for any other purpose, and no stock issued as fully paid shall ever be assessable or assessed, and the Articles of Incorporation shall not be amended in this particular.

ARTICLE V
DIRECTORS

Section 5.01 Governing Board. The members of the board of the corporation shall be styled directors.

Section 5.02 Initial Board of Directors. The Board of Directors shall consist of at least one (1) but no more than five (5) members. The name(s) and address(s) of the initial members of the Board of Directors are as follows:

NAME	**ADDRESS**
Carl M Nurse	2835 Hollywood Blvd., Hollywood Florida

These individuals shall serve as Directors until the first annual meeting of the shareholders or until the successors shall have been elected and qualified.

Section 5.03 Change in the Number of Directors. The number of directors may be increased or decreased by duly adopted amendment to the Bylaws of the corporation.

ARTICLE VI
INCORPORATORS

The name and address of the sole incorporator is Sandra L. Miller 711 S. Carson, Ste 4, Carson City, Nevada 89701

ARTICLE VII
PERIOD OF DURATION

This corporation is to have **A PERPETUAL** existence.

ARTICLE VIII
DIRECTORS, AND OFFICERS' LIABILITY

A director or officer of the corporation shall not be personally liable to this corporation or its stockholders for damages for breach of fiduciary duty as a director or officer, but the article shall not eliminate or limit the liability of a director or officer for (i) acts or omissions which involve intentional misconduct, fraud or a knowing violation of law or (ii) the unlawful payment of dividends. Any repeal or modification of this Article by the stockholders of the corporation shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director or officer of the corporation for acts and omissions prior to such repeal or modification.

ARTICLE IX
INDEMNITY

Every person who was or is a party to, or is threatened to be made a party to, or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he, or a person of whom he is the legal representative is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the laws of the State of Nevada from time to time against all expenses, liability and loss (including attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connections therewith. Such right of indemnification shall be a contract right, which may be enforced in any manner desired by such person. The expenses of officers and directors incurred in defending a civil or criminal action, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding, upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the corporation. Such right of indemnification shall not be exclusive of any other right which such directors, officers or representatives may have or hereafter acquire, and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any bylaw, agreement, vote of stockholders, provision of law, or otherwise, as well as their rights under this Article.

Without limiting the application of the foregoing, the Board of Directors may adopt Bylaws from time to time with respect to indemnification, to provide at all times the fullest indemnification permitted by the laws of the State of Nevada, and may cause the corporation to purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation, or is or was serving at the request of the corporation as director or officer of another corporation, or as is representative in a partnership, joint venture, trust or other enterprises against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the corporation would have the power to indemnify such person.

The indemnification provided in this Article shall continue as to a person who has ceased to be a director, officer, employee or agent, and shall inure to the benefit of the heirs, executors and administrators of such person.

ARTICLE X
AMENDMENTS

Subject at all times to the express provisions of Section 4.03 which cannot be amended, this corporation reserves the right to amend, alter, change, or repeal any provision contained in these Articles of Incorporation or its Bylaws, in the manner now or hereafter prescribed by statute of by these Articles of Incorporation or said Bylaws, and all rights conferred upon the shareholders are granted subject to this reservation.

ARTICLE XI
POWERS OF DIRECTORS

In furtherance, and not in limitation of the powers conferred by statue, the Board of Directors is expressly authorized:

(1) Subject to the Bylaws, if any, adopted by the shareholders, to make, alter or repeal the Bylaws of the corporation;

(2) To authorize and cause to be executed mortgages and liens, with or without limit as to amount, upon the real and personal property of the corporation;

(3) To authorize the guaranty by the corporation of securities, evidences of indebtedness and obligations of other persons, corporation and business entities;

(4) To set apart out of any of the funds of the corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve; and

(5) By resolution adopted by a majority of the whole board, to designate one or more committees, each committee to consist of one or more of the directors of the corporation, which, to the extent provided in the resolution or in the By-laws of the Directors in the management of the business and affairs of the corporation, any may authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be stated in the Bylaws of the corporation or as may be determined from time to time by resolution adopted by the Board of Directors.

All corporate powers of the corporation shall be exercised by the Board of Directors except as otherwise provided herein or by law.

EXHIBIT B:

BYLAWS

OF

Befut Global, Inc.

a Nevada corporation

ARTICLE I - OFFICES

1. Business Offices. Frezer, Inc. (hereinafter referred to as the "Corporation"), may have such offices, either within or without the State of Nevada, as the Board of Directors may designate from time to time. The Corporation shall designate an office as its "principal office" in accordance with Nevada law.

2. Registered Office. The Corporation shall have and continuously maintain a registered office in the State of Nevada, which may be changed from time to time by the Board of Directors or by an Officer of the Corporation so authorized by the Board of Directors.

ARTICLE II - SHAREHOLDERS

1. Annual Meeting. The Corporation shall hold an Annual Meeting of the Shareholders for the election of Directors and for the transaction of any proper business. The Annual Meeting of Shareholders shall be held at such time and on such date as the Corporation's Board of Directors shall determine from time to time but not later than thirteen (13) months after the last Annual Meeting of Shareholders. The failure to hold it at the designated time does not affect the validity of any corporate action and shall not work as a forfeiture of or dissolution of the Corporation.

2. Special Meetings. Special meetings of the Shareholders may be called by the Chief Executive Officer or the Board of Directors and shall be called if the holders of not less than Ten Percent (10%) of the votes entitled to be cast on any issue proposed to be considered at the proposed meeting sign, date and deliver a written demand or several such written demands for the special meeting describing the purpose or purposes for the meeting to the Corporation's Secretary. Only business within the purpose or purposes described in the special meeting notice may be conducted at such special meeting.

3. Place of Meeting. The Board of Directors may designate any place either within or without the State of Nevada as the place of meeting for any Annual Meeting or for any special meeting of the Shareholders. If no designation is made, then the place of the meeting shall be the principal office of the Corporation.

4. Notice of Meeting. Written notice stating the place, date, and time of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by first class mail, by or at the direction of the President or the Secretary of the Corporation or the persons calling the meeting to each Shareholder of record entitled to vote at such meeting. If mailed, such notice shall be

deemed delivered upon deposit in the United States mail, with postage prepaid, addressed to the Shareholder at the address specified in the Corporation's stock transfer records.

5. Notice of Adjourned Meeting. Notice of an adjourned meeting is necessary only if the new place, date and time are not announced at the meeting from which the adjournment is taken or a new record date is fixed for the reconvening of the meeting. At the adjourned meeting, any business may be transacted that might have been transacted on the original date of the meeting.

6. Waiver of Notice. A Shareholder may waive any notice required by statute, the Articles of Incorporation, or Bylaws before or after the date and time stated in the notice. The waiver must be in writing, be signed by the Shareholder entitled to the notice, and be delivered to the Corporation for inclusion in the minutes or filing with the corporate records. Neither the business to be transacted at nor the purpose of any regular or special meeting of the Shareholders need be specified in any written waiver of notice. A Shareholder's attendance at a meeting waives objection to (a) lack of notice or defective notice of the meeting, unless the Shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting or (b) consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Shareholder objects to considering the matter when it is presented.

7. Record Date Determinations. The Board of Directors may fix the record date for one or more voting groups in order to determine the Shareholders entitled (a) to notice of or to vote at any meeting of Shareholders or any adjournment thereof, (b) to demand a special meeting, (c) to receive any distribution or (d) to take any other action. Such a record date must be a date after the date upon which the Board of Directors made the record date determination. The record date cannot be more than seventy (70) days before the meeting or action requiring a determination of Shareholders. A determination of Shareholders entitled to notice of or to vote at a Shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it must do if the meeting is adjourned to a date more than one hundred twenty (120) days after the date fixed for the original meeting.

8. Quorum. Unless otherwise required in the Articles of Incorporation, one-third of the outstanding shares entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of Shareholders. When a specified item of business is required to be voted on by a class, series of stock, or voting group, one-third of the shares of such class, series or voting group shall constitute a quorum for the transaction of such item of business by that class, series or voting group. This quorum requirement can be changed only by an amendment to the Corporation's Articles of Incorporation. After a quorum, has been established, the subsequent withdrawal of Shareholders, so as to reduce the shares represented at the meeting below the number required for the original quorum, does not affect the validity of any action taken at the meeting.

9. Voting. Each outstanding share entitled to vote shall be entitled to one vote upon each matter submitted to a vote at a meeting of Shareholders. If a quorum exists at a meeting of Shareholders, (a) action on a matter, other than the election of Directors, is approved if the votes cast by the holders of the shares represented at the meeting and entitled to vote on the subject matter favoring the action exceed the votes cast opposing the action, unless a greater number of affirmative votes or voting by classes is

required by law; and (b) action on a matter, other than the election of Directors, by a voting group is approved if the votes cast within the voting group favoring the action exceed the votes cast opposing the action, unless a greater number of affirmative votes is required by law.

10. Proxies. A Shareholder, other person entitled to vote on behalf of a Shareholder pursuant to law, or a Shareholder's attorney-in-fact may vote the Shareholder's shares in person or by proxy. A Shareholder may appoint a proxy to vote or otherwise act for him by signing an appointment form, either personally or by his attorney-in-fact. An executed telegram or cablegram appearing to have been transmitted by such person, or a photographic, photo static or equivalent reproduction of an appointment form, is a sufficient appointment form. An appointment of a proxy is effective when received by the corporate officer or agent authorized to tabulate votes. An appointment is valid for up to eleven (11) months unless a longer period is expressly provided in the appointment form. An appointment of a proxy is revocable by the Shareholder, except as otherwise provided by law.

11. Action by Shareholders Without a Meeting. Any action required or permitted to be taken at any meeting of Shareholders may be taken without a meeting, without prior notice, and without a vote, if the action is taken by the holders of shares of each voting group entitled to vote thereon having not less than the minimum number of votes with respect to each voting group that would be necessary to authorize or take such action at a duly constituted meeting. In order to be effective, the action must be evidenced by one or more written consents describing the action taken, dated and signed by approving Shareholders having the requisite number of votes of each voting group entitled to vote thereon, and delivered to the Corporation's principal office in Nevada, its principal place of business or its officer or agent having custody of the book in which proceedings of meetings of Shareholders are recorded. No written consent shall be effective to take the corporate action referred to therein unless, within sixty (60) days of the date of the earliest dated consent delivered in the manner required by this section, written consents signed by the number of holders required to take action are delivered to the Corporation in the manner required by this section. Such a written consent has the effect of a meeting vote.

Any written consent, once given, may be revoked prior to the date that the Corporation receives the required number of consents to authorize the proposed action. No revocation is effective unless in writing and until received by the Corporation at its principal office in Nevada or its principal place of business, or received by the corporate officer or agent having custody of the book in which proceedings of meetings of Shareholders are recorded.

Notice of such action must be given to those Shareholders who have not consented in writing or who are not entitled to vote on the action within ten (10) days after obtaining such authorization by written consent. The notice shall fairly summarize the material features of the authorized action and, if the action be such for which dissenter's rights are provided by law, the notice shall contain a clear statement of the right of the Shareholders dissenting there from to be paid the fair value of their shares upon compliance with the provisions of Nevada law regarding the rights of dissenting shareholders.

12. Shareholders' List for Meeting. After fixing a record date for a meeting, the Corporation shall prepare an alphabetical list of the names of all its Shareholders who are entitled to notice of a Shareholders' meeting, arranged by voting group with the address of, and the number and class and series, if any, of shares held by each. The Shareholders' list must be available for inspection by any

Shareholder for a period of ten (10) days prior to the meeting or such shorter time as exists between the record date and the meeting and continuing through the meeting at the Corporation's principal office, at a place identified in the meeting notice in the city where the meeting will be held, or at the office of the Corporation's transfer agent or registrar. A Shareholder or his agent or attorney is entitled on written demand to inspect the list, during regular business hours and at his expense, during the period it is available for inspection; provided that such demand is made in good faith and for a proper purpose, the purpose is described with reasonable particularity and the list is directly connected with the purpose.

The Corporation shall make the Shareholders' list available at the meeting, and any Shareholder or his agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment. The Shareholders' list is prima facie evidence of the identity of Shareholders entitled to examine the Shareholders' list or to vote at a meeting of Shareholders.

ARTICLE III - DIRECTORS

1. Powers. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation managed under the direction of, its Board of Directors, subject to any limitation set forth by law or in the Corporation's Articles of Incorporation.

2. Number, Tenure and Qualifications. The number of Directors on the Board of Directors shall be at least one. Each Director shall hold office until the next Annual Meeting of Shareholders and until his successor shall have been duly elected and qualified, or until his earlier resignation, removal by Shareholders or death. Directors must be natural persons who are eighteen (18) years of age or older. Directors need not be residents of Nevada or Shareholders of the Corporation.

3. General Standards for Directors. A Director shall discharge his duties as a Director, including his duties as a member of any committee of the Board of Directors upon which he may serve, (a) in good faith, (b) with such care as an ordinarily prudent person in a like position would use under similar circumstances, and (c) in a manner he reasonably believes to be in the best interests of the Corporation. In discharging his duties a Director shall be entitled to rely upon information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by: (i) one or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented; (ii) legal counsel, public accountants, or other persons as to matters that the Director reasonably believes are within the person's professional or expert competence; or (iii) a committee of the Board of Directors of which he is not a member if the Director reasonably believes the committee merits confidence.

In discharging his duties, a Director may consider such factors as the Director deems relevant, including but not limited to the long-term prospects and interests of the Corporation and its Shareholders, and the social, economic, legal, or other effects of any action on the employees, suppliers, customers of the Corporation or its subsidiaries, the communities and society in which the Corporation or its subsidiaries operate, and the economy of the state and the nation.

A Director is not acting in good faith if he has knowledge concerning the matter in question that makes reliance otherwise permitted by this section unwarranted.

A Director is not liable for any action taken as a Director, or any failure to take any action, if he performed the duties of his office in compliance with this section.

4. Election of Directors. At the Annual Meeting of Shareholders, Directors shall be elected by a plurality of the votes cast by the shares represented at the meeting and entitled to vote for the election of Directors. If the election of Directors is not held on a day designated in these Bylaws for any Annual Meeting of Shareholders, or at any adjournment thereof, the Board of Directors may cause the election to be held at a special meeting of Shareholders specifically called for that purpose. Between Annual Meetings of the Shareholders, the Board of Directors may elect additional persons to serve as members of the Board of Directors from time to time, as it determines advisable.

5. Regular Annual and Quarterly Meetings. The annual meeting of the Board of Directors shall be held without notice immediately after, and at the same place as, the annual election of Directors. The Board of Directors shall, from time to time, by resolution appoint the time and place, either within or without the State of Nevada, for holding regular quarterly meetings of the Board, and other regular meetings of the Board if by it deemed advisable; and such regular meetings shall thereupon be held at the time and place so appointed, without the giving of any notice with regard thereto. In case the day appointed for a regular meeting shall fall upon a Saturday, Sunday or legal holiday in the State of Nevada, such meeting shall be held on the next succeeding day not a Saturday, Sunday or legal holiday in the State of Nevada, at the regularly appointed hour.

6. Special Meeting. Special meetings of the Board of Directors shall be held whenever called by the Chief Executive Officer or any two Directors. Special meetings may be held within or without the State of Nevada. Notice of a special meeting must be given at least two (2) days prior to the date of the meeting by written notice delivered personally, by mail, telegram, telecopy or nationally recognized overnight courier service (such as Federal Express, Airborne, UPS, Emory or Purolator) to each Director at his address. Such notice shall be effective upon the earliest of (a) receipt, (b) five days after its deposit in the United States mail, as evidenced by the postmark, if mailed postpaid and correctly addressed, or (c) the date shown on the return receipt or other evidence of delivery, if sent by registered or certified mail, return receipt requested, or overnight courier service, and the delivery receipt is signed by or on behalf of the addressee. Such written notice shall include the date, time and place of the meeting. The notice of a special meeting need not describe the purpose of the special meeting.
7. Notice of Adjourned Meeting. Notice of any adjourned meeting shall be given to the Directors who were not present at the time of the adjournment and, unless the date, time and place of the adjourned meeting are announced at the time of the adjournment, to the other Directors also.

8. Waiver of Notice. A Director can waive the requirement of notice of a meeting of the Board of Directors by signing a waiver of notice either before or after the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting and a waiver of any and all objections to the time or place of the meeting or the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

9. Quorum and Voting. Except as may be otherwise specifically provided by law, the Articles of Incorporation or these Bylaws, at all meetings of the Board of Directors, a majority of the number of Directors prescribed by the Articles of Incorporation or these Bylaws shall constitute a quorum for the transaction of business at such meeting. A majority of the Directors present at a meeting, whether or not a quorum exists, may adjourn the meeting to another time and place. Except as may be otherwise specifically provided by law, the Articles of Incorporation or these Bylaws, the affirmative vote of a majority of the Directors present at any meeting, if a quorum is present at the time of such vote, shall be the act of the Board of Directors

The Board of Directors may permit any or all Directors to participate in a regular special meeting by, or conduct the meeting through any use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting.

11. Action Without a Meeting. Any action required or permitted to be taken by the Board of Directors at a meeting may be taken without a meeting if the action is taken by all the Directors. The action must be evidenced by one or more written consents describing the action taken and signed by each Director. The action is effective when the last Director signs a consent, unless the consent specifies a different effective date. Such a consent has the effect of a meeting vote.

12. Director Conflicts of Interest. No contract or other transaction between the Corporation and one or more of its Directors or any other corporation, firm, association, or entity in which one or more of its Directors are directors or officers or are financially interested shall be either void or voidable because of such relationship or interest, because such Director or Directors are present at the meeting of the Board of Directors or a committee thereof which authorizes, approves or ratifies such contract or transaction, or because his or their votes are counted for such purpose, if: (a) the fact of such relationship or interest is disclosed or known to the Board of Directors or committee which authorizes, approves or ratifies the contract or transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested Directors; (b) the fact of such relationship or interest is disclosed or known to the Shareholders entitled to vote to authorize, approve or ratify the contract or transaction under this Section 12 and they authorize, approve or ratify such contract or transaction by vote or written consent; or (c) the contract or transaction is fair and reasonable as to the Corporation at the time it is authorized by the Board of Directors, a committee, or the Shareholders.

For the purposes of Director action pursuant to this Section 12, a conflict of interest transaction is authorized, approved or ratified if it receives the affirmative vote of a majority of the Directors on the Board of Directors who have no relationship or interest in such transaction. If a majority of the Directors who have no such relationship or interest in the transaction vote to authorize, approve or ratify the contract or transaction, a quorum is present for the purpose of authorizing, approving or ratifying the contract or transaction for purposes of this Section 12.

For the purposes of Shareholder action pursuant to this Section 12, shares owned by or voted under the control of a Director who has a relationship or interest in the contract or transaction may not be counted in a vote of Shareholders to determine whether to authorize, approve or ratify a contract or transaction under this Section 12. A majority of the shares, whether or not present, that are entitled to be counted in the vote on the contract or transaction constitutes a quorum for the purpose of taking action under this Section 12.

Notwithstanding approval pursuant to the provisions of this Section 12, unless otherwise provided by law, the Articles of Incorporation or these Bylaws, the authorization, approval or ratification of a contract or transaction by the Board of Directors also must comply with Section 9 of these Bylaws, including the requirements for determining a quorum under such Section.

13. Compensation of Directors. The Board of Directors may fix the compensation of Directors. Each Director may be paid a stated salary as such or a fixed sum for the attendance at meetings of the Board of Directors or any committee thereof, or both, and may be reimbursed for his expenses of attendance at each such meeting. The Board of Directors may also pay to each Director rendering services to the Corporation not ordinarily rendered by Directors, as such, special compensation appropriate to the value of such services, as determined by the Board of Directors from time to time. None of these payments shall preclude any Director from serving the Corporation in any other capacity and receiving compensation therefore. The Board of Directors may determine the compensation of a Director who is also an Officer for service as an Officer as well as for service as a Director.

14. Resignations. A Director may resign at any time by delivering written notice to the Board of Directors or its Chairman or to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date, the Board of Directors or Shareholders may elect a successor of such Director before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

15. Removal of Directors. The Shareholders may remove one or more Directors with or without cause. If a Director is elected by a voting group of Shareholders, only the Shareholders of that voting group may participate in the vote to remove him. A Director may be removed only if the number of votes cast to remove him exceeds the number of votes not to remove him. A Director may be removed by the Shareholders at a meeting of the Shareholders, provided the notice of the meeting states that the purpose, or one of the purposes, of the meeting is removal of the Director.

ARTICLE IV - COMMITTEES

1. Creation. The Board of Directors may, by resolution adopted by a majority of the full Board of Directors, designate from among its members an Executive Committee and one or more other committees each of which, to the extent provided in such resolution, shall have and may exercise all the authority of the Board of Directors, except that no such committee shall have the authority to: (a) approve or recommend to Shareholders actions or proposals required by law to be approved by the Shareholders; (b) fill vacancies on the Board of Directors or any committee thereof; (c) adopt, amend or repeal the Bylaws; (d) authorize or approve the reacquisition of shares unless pursuant to a general formula or method specified by the Board of Directors; (e) authorize or approve the issuance or sale or

contract for the sale of shares, or determine the designation and relative rights, preferences, and limitations of a voting group except that the Board of Directors may authorize a committee to do so within the limits specifically prescribed by the Board of Directors.

Each committee must have two or more members who serve at the pleasure of the Board of Directors. The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate one or more Directors as alternate members of any such committee who may act in the place and stead of any absent member or members at any meeting of such committee.

2. Operation. The sections of these Bylaws that govern meetings, notice and waiver of notice, quorum and voting, and action without a meeting requirements of the Board of Directors apply to committees and their members as well.

ARTICLE V - OFFICERS

1. Officers. The Officers of the Corporation shall include a Chief Executive Officer; Chief Operating Officer and President; Chief Financial Officer and Senior Vice President and Treasurer; and Secretary. Other Officers may be elected by the Board of Directors from time to time. A duly elected Officer may appoint one or more Officers or assistant officers, if authorized to do so by the Board of Directors. The same individual may simultaneously hold more than one office in the Corporation.

2. Election and Term of Office. As far as practicable, the Officers of the Corporation shall be elected at the regular meeting of the Board of Directors following the annual election of Directors. If the election of Officers is not held at such meeting, the election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until the regular meeting of the Board of Directors following the annual election of Directors in the next subsequent year and until his successor shall have been duly elected and shall have qualified, or until his earlier resignation, removal from office or death.

3. Resignation and Removal. An Officer may resign at any time by delivering notice to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

The Board of Directors may remove any Officer at any time with or without cause. Any Officer or assistant officer, if appointed by another Officer, may likewise be removed by such Officer.

The appointment of an Officer does not itself create contract rights. An Officer's removal does not affect the Officer's contract rights, if any, with the Corporation. An Officer's resignation does not affect the Corporation's contract rights, if any, with the Officer.

4. Vacancies. A vacancy in any office because of resignation, removal, death or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

5. Chief Executive Officer. The Chief Executive Officer shall be the chief executive officer of the Corporation, and, under the direction of the Board of Directors, shall have general responsibility for the overall management, strategic plan and direction of the business, properties, assets and affairs of the Corporation. He shall have general executive powers, including all powers required by law to be exercised by a president of a corporation as such, as well as the specific powers conferred by these Bylaws or by the Board of Directors.

6. Chief Operating Officer and President. The Chief Operating Officer and President shall have general charge of the operations of the Corporation, subject to the direction of the Chief Executive Officer and Board of Directors. In the absence of the Chief Executive Officer or in the event of his death, inability or refusal to act, the Chief Operating Officer and President, shall perform the duties of the Chief Executive Officer and, when so acting, shall have all the powers of, and be subject to all the restrictions upon, the Chief Executive Officer.

7. Chief Financial Officer and Senior Vice President and Treasurer. The Chief Financial Officer and Senior Vice President and Treasurer shall be the chief financial officer of the Corporation and (a) have charge and custody of, and be responsible for, all funds and securities of the Corporation; (b) receive and give receipts for moneys due and payable to the Corporation from any source whatsoever, and deposit all such moneys in the name of the Corporation in such banks, trust companies or other depositaries as the Board of Directors may select; and (c) in general perform all of the duties as from time to time may be assigned to him by the Chief Executive Officer or by the Board of Directors. If required by the Board of Directors, the Chief Financial Officer and Senior Vice President and Treasurer shall give a bond for the faithful discharge of his duties as Treasurer in such sum and with such surety or sureties as the Board of Directors shall determine.

8. Secretary. The Secretary shall (a) prepare minutes of meetings of the Board of Directors and Shareholders; (b) authenticate records of the Corporation; (c) keep the minutes of the proceedings of the Board of Directors and the Shareholders in one or more books provided for that purpose; (d) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (e) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all documents the execution of which on behalf of the Corporation under its seal is duly authorized; (f) be the registrar of the Corporation and keep a register of the post office addresses of all Shareholders that shall be furnished to the Secretary by the Shareholders; (g) have general charge of the stock transfer books of the Corporation; and (h) in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the Board of Directors.

9. Salaries. The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a Director of the Corporation.

ARTICLE VI - SHARES AND THEIR TRANSFER

1. Certificates for Shares. Shares may but need not be represented by certificates. Unless otherwise provided by law, the rights and obligations of Shareholders are identical whether or not their shares are

represented by certificates. Certificates representing shares of the Corporation shall be in such form as shall be determined by the Board of Directors. Each certificate for shares shall be consecutively numbered or otherwise identified. Each share certificate must state on its face (a) the name of the Corporation and that the Corporation is organized under the laws of Nevada; (b) the name of the person to whom issued; and (c) the number and class of shares and the designation of the series, if any, the certificate represents. Each share certificate (i) must be signed either manually or in facsimile by the Chairman of the Board of Directors, if any, the President or a Vice President and the Secretary, Treasurer or an assistant Secretary or Treasurer and (ii) may bear the corporate seal or its facsimile.

If the Corporation is authorized to issue different classes of shares or different series within a class, the designations, relative rights, preferences, and limitations applicable to each class and the variations in rights, preferences, and limitations determined for each series must be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the Corporation will furnish the Shareholder a full statement of this information on request and without charge.

Any certificate representing shares that are restricted as to the sale, disposition, or other transfer of such shares, shall also state that such shares are restricted as to transfer and shall set forth or fairly summarize on the front or back of the certificate, or shall state that the Corporation will furnish to any Shareholder on request and without charge, a full statement of such restrictions.

2. Transfer of Shares. If a certificated security in registered form is presented to the Corporation with a request to register transfer or an instruction is presented to the Corporation with a request to register transfer, pledge, or release, the Corporation shall register the transfer, pledge, or release as requested if: (a) the security is indorsed or the instruction was originated by the appropriate person or persons; (b) reasonable assurance is given that those endorsements or instructions are genuine and effective; (c) the Corporation has no duty as to adverse claims or has discharged the duty; (d) any applicable law relating to the collection of taxes has been complied with; and (e) the transfer, pledge, or release is in fact rightful or is to a bona fide purchaser.

3. Lost, Destroyed or Stolen Certificated Securities. If a certificated security has been lost, apparently destroyed, or wrongfully taken, and the owner fails to notify the Corporation of that fact within a reasonable time after he has notice of it and the Corporation registers a transfer of the security before receiving notification, the owner is precluded from asserting against the Corporation any claim for registering the transfer or any claim to a new security.

If the owner of a certificated security claims that the security has been lost, destroyed, or wrongfully taken, the Corporation shall issue a new certificated security or, at the option of the Corporation, an equivalent uncertified security in place of the original security if the owner (a) so requests before the Corporation has notice that the security has been acquired by a bona fide purchaser; (b) files with the Corporation a sufficient indemnity bond; and (c) satisfies any other reasonable requirements imposed by the Corporation.

ARTICLE VII - BOOKS, RECORDS AND REPORTS

1. Books and Records. The Corporation shall keep as permanent records minutes of all meetings of its Shareholders and Board of Directors, a record of all actions taken by the Shareholders or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation. The Corporation shall maintain accurate accounting records. The Corporation or its agent shall maintain a record of its Shareholders in a form that permits preparation of a list of the names and addresses of all Shareholders in alphabetical order by class of shares showing the number and series of shares held by each. The Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

The Corporation shall keep a copy of the following records: (a) its Articles or Restated Articles of Incorporation and all amendments to them currently in effect; (b) its Bylaws or Restated Bylaws and all amendments to them currently in effect; (c) resolutions adopted by its Board of Directors creating one or more classes or series of shares and fixing their relative rights, preferences, and limitations, if shares issued pursuant to those resolutions are outstanding; (d) the minutes of all Shareholders' meetings and records of all action taken by Shareholders without a meeting for the past three (3) years; (e) written communications to all Shareholders generally or all Shareholders of a class or series within the past three (3) years, including the financial statements furnished for the past three (3) years; (f) a list of the names and business street addresses of its current Directors and Officers; and (g) its most recent annual report delivered to the Nevada Department of State.

2. Shareholder's Inspection Rights. Any Shareholder who has been a stockholder of record of a corporation for at least 6 months immediately preceding his demand, or any person holding, or thereunto authorized in writing by the holders of, at least 5 percent of all of its outstanding shares may give the Corporation written notice of his demand at least five (5) business days before the date on which he wishes to inspect and copy, he is entitled to inspect and copy, during regular business hours at the Corporation's principal office, any of the following records: (a) the Corporation's Articles or Restated Articles of Incorporation and all amendments to them currently in effect; (b) the Corporation's Bylaws or Restated Bylaws and all amendments to them currently in effect; (c) resolutions adopted by the Board of Directors creating one or more classes or series of shares and fixing their relative rights, preferences, and limitations, if shares issued pursuant to those resolutions are outstanding; (d) the minutes of all Shareholders' meetings and records of all action taken by Shareholders without a meeting for the past three (3) years; (e) written communications to all Shareholders generally or all Shareholders of a class or series within the past three (3) years, including the financial statements furnished for the past three (3) years; (f) a list of the names and business addresses of the Corporation's current Directors and Officers; and (g) the Corporation's most recent annual report delivered to the Nevada Department of State.

If (a) a Shareholder makes a demand for inspection in good faith and for a proper purpose, (b) he describes with reasonable particularity his purpose and the records he desires to inspect, (c) the records are directly connected with his purpose, and (d) he gives the Corporation written notice of his demand at least five (5) business days before the date on which he wishes to inspect and copy, he is entitled to inspect and copy, during regular business hours at a reasonable location specified by the Corporation, any of the following records of the Corporation: (i) excerpts from minutes of any meeting of the Board

of Directors, records of any action of a committee of the Board of Directors while acting in place of the Board of Directors on behalf of the Corporation, minutes of any meeting of the Shareholders, and records of action taken by the Shareholders or Board of Directors without a meeting, to the extent not otherwise subject to inspection pursuant to this section; (ii) accounting records of the Corporation; (iii) the record of Shareholders; and (iv) any other books and records.

If a Shareholder gives the Corporation written notice of his demand at least fifteen (15) business days before the date on which he wishes to inspect and copy, he is entitled to inspect and copy, during regular business hours at a reasonable location in Nevada specified by the Corporation, (a) the Corporation's Bylaws or Restated Bylaws and all amendments to them currently in effect and (b) a list of the names and business street addresses of the Corporation's current Directors and Officers.

3. Annual Reports. On or after January 1 and on or before May 1 of each year, the Corporation shall deliver to the Nevada Department of State for filing a sworn annual report, on such forms as the Department of State may prescribe and containing such information as is prescribed by law. Similar reports shall be filed as required by law in those jurisdictions other than the State of Nevada where the Corporation may be authorized to transact business.

4. Financial Statements. Unless modified by resolution of the Shareholders within 120 days of the close of each fiscal year, the Corporation make available to its Shareholders annual financial statements, which may be consolidated or combined statements of the Corporation and one or more of its subsidiaries, as appropriate, that include a balance sheet as of the end of the fiscal year, an income statement for that year, and a statement of cash flows for that year. If financial statements are prepared for the Corporation on the basis of generally accepted accounting principles, the annual financial statements must also be prepared on that basis. The fiscal year of the corporation shall be January 1 to December 31.

If the annual financial statements are reported upon by a public accountant, his report must accompany them. If not, the statements must be accompanied by a statement of the President or the person responsible for the Corporation's accounting records (a) stating his reasonable belief whether the statements were prepared on the basis of generally accepted accounting principles and, if not, describing the basis of preparation; and (b) describing any respects in which the statements were not prepared on a basis of accounting consistent with the statements prepared for the preceding year.

ARTICLE VIII - MISCELLANEOUS

1. Distributions to Shareholders. The Board of Directors may authorize and the Corporation may make distributions to its Shareholders subject to restriction by the Articles of Incorporation and the limitations provided by law. Dividends may be paid in cash, in property, or in shares of stock, subject to the provisions of the Articles of Incorporation and applicable law.

2. Corporate Seal. The Board of Directors may provide for a corporate seal, which may be altered at will and used itself or by a facsimile thereof, by impressing or affixing it or in any other manner reproducing it.

3. Execution of Instruments. All bills, notes, checks, other instruments for the payment of money, agreements, indentures, mortgages, deeds, conveyances, transfers, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, proxies, and other instruments or documents may be signed, executed, acknowledged, verified, delivered, or accepted on behalf of the Corporation by such Officers, employees, or agents of the Corporation as the Board of Directors may from time to time direct.

4. Indemnification. The Corporation shall indemnify any person who is or was a Director, Officer, employee, or agent of the Corporation or was serving at the request of the Corporation as a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, to the full extent permitted by law.

The Corporation may purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Corporation or is or was serving at the request of the Corporation as a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this section.

ARTICLE IX - AMENDMENTS

The Corporation's Board of Directors may, by majority vote except as otherwise specifically provided herein, amend or repeal the Corporation's Bylaws unless: (a) the Articles of Incorporation or law reserves the power to amend the Bylaws generally or a particular Bylaw provision exclusively to the Shareholders; or (b) the Shareholders, in amending or repealing the Bylaws generally or a particular Bylaw provision, provide expressly that the Board of Directors may not amend or repeal the Bylaws or that Bylaw provision.

The Corporation's Shareholders may amend or repeal the Corporation's Bylaws even though the Bylaws may also be amended or repealed by its Board of Directors.

Exhibit C:
Share Exchange Agreement
THE SHARE EXCHANGE AGREEMENT

EXECUTION COPY

SHARE EXCHANGE AGREEMENT

by and between

BEFUT International Inc

and

CityWorks Building Company, Inc

Dated as of April 27, 2016

SHARE EXCHANGE AGREEMENT dated as of 27 April, 2016 (this "Agreement") between CityWorks Building Company, Inc, a corporation ("Company") and Befut International (BFTI)a corporation ("Parent").

BACKGROUND

Concurrently, and in connection herewith, Parent and the Company are entering into an Agreement and Plan of Merger, dated as of March 10, 2016, by and between the Company and Parent (the "Merger Agreement"). Capitalized terms used but not defined herein shall have the meaning given to such terms in the Merger Agreement.

CityWorks Building Company, Inc desires to issue and sell or exchange 100% of its shares (100%) (the "Shares") of its common stock par value, in exchange for (i) 5 % shares of common stock, par value $0.0001 per share, of Parent, Befut International (BFTI), (the "Exchange Shares"), on the terms and subject to the conditions set forth herein (the "Exchange"), and (ii) the entry by Parent into the Merger Agreement.

The Audit Committee of the Board of Directors of the Company has unanimously determined, that the delay in securing shareholder approval of the exchange contemplated hereby would seriously jeopardize the financial viability of the Company and has expressly approved the reliance by the Company on the exception under Applicable rules of the OTC Markets (the "OTC") Listed Company Manual.

In consideration of the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereby agree as follows:

ARTICLE I

THE SHARES AND THE EXCHANGE SHARES

Section 1.1 The Shares. The Shares shall be issued to Parent, and the Exchange Shares shall be issued to the Company, pursuant to Article II hereof.

ARTICLE II

SHARE EXCHANGE

Section 2.1 Share Exchange. Upon the terms and subject to the conditions of this Agreement, the Company agrees to issue and sell to Parent, the Shares, and in exchange therefor at the Share Exchange Closing, Parent shall issue to the Company the Exchange Shares.

Section 2.2 Share Exchange Closing.

(a) The Company will deliver a certificate representing the Shares and registered in the name of Parent, and Parent will deliver a certificate representing the Exchange Shares and registered in the name of the Company. Subject to the satisfaction of the conditions set forth in Article VI, the time and date of such deliveries shall be 10:00 a.m., New York City time, on a date and at a place to be specified by the parties (the "Share Exchange Closing"), which date shall be no later than the day after satisfaction or waiver of the latest to occur of the conditions set forth in Article VI.

(b) The documents to be delivered at the Share Exchange Closing by or on behalf of the parties hereto pursuant to this Article II and any additional documents requested by Parent pursuant to Section 8.2, will be delivered at the Share Exchange Closing at the offices of Company at 2835 Hollywood Blvd, Hollywood Florida 33024

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to Parent as of the date hereof that:

Section 3.1 Existence and Power. The Company is a corporation duly incorporated, validly existing and in good standing under the laws of the State of North Carolina. The Company has the requisite corporate power and authority to own or lease all of its properties and assets and to carry on its business as it is now being conducted, and is duly licensed or qualified to do business in each jurisdiction in which the nature of the business conducted by it or the character or location of the properties and assets owned or leased by it makes such licensing or qualification necessary.

Section 3.2 Capitalization. The authorized capital stock of Befut (BFTI) consists of 900,000,000 shares of Company Common Stock of which, as of November 16, 2016 (the "Company Capitalization Date") no more than 182,115,640,000 common shares were issued and outstanding, 10,000,000 shares of preferred "A" stock of which, there are none outstanding and 5,000,000 shares of Preferred B stock of which 1, 000,000 are issued and outstanding as of the Company Capitalization Date 8,250 shares of which were issued and outstanding. As of the Company Capitalization Date, there were no outstanding Company Stock Options to purchase shares of Company Common Stock. CityWorks Building Company, Inc Directors currently own 100 % of the authorized shares of CityWorks Building Company, Inc.

All of the issued and outstanding shares of Company Common Stock have been duly authorized and validly issued and are fully paid, non-assessable and free of preemptive rights, with no personal liability attaching to the ownership thereof.

Section 3.3 Authorization. The execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of the Company, and this Agreement is a valid and binding obligation of the Company, enforceable against it in accordance with their terms.

Section 3.4. Board Approvals. The transactions contemplated by this Agreement, including without limitation the issuance of the Shares and the compliance with the terms of this Agreement, have been unanimously adopted, approved and declared advisable unanimously by the Board of Directors of the Company. The Audit Committee of the Board of Directors of the Company has unanimously and expressly approved, and the Board of Directors of the Company has unanimously concurred with, the Company's reliance on the exception under Applicable rules of the OTC Listed Company Manual to issue the Shares without seeking a shareholder vote.

Section 3.5 Valid Issuance of Preferred Stock. The Shares have been duly authorized by all necessary corporate action. When issued, and sold against receipt of the consideration therefor, the Shares will be validly issued, fully paid and non-assessable, will not subject the holders thereof to personal liability and will not be issued in violation of preemptive rights. The voting rights provided for in the terms of the Shares are validly authorized and shall not be subject to restriction or limitation in any respect.

Section 3.6 Non-Contravention. The execution, delivery and performance of this Agreement, and the consummation by the Company of the transactions contemplated hereby, will not conflict with, violate or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both would constitute a default) under, or result in the termination of or accelerate the performance required by, or result in a right of termination or acceleration under, any provision of the Restated Articles of Incorporation or Bylaws of the Company or the articles of incorporation, charter, bylaws or other governing instrument of any Subsidiary of the Company.

Section 3.7 Purchase for Own Account. The Company is acquiring the Exchange Shares for its own account and not with a view to the distribution thereof in violation of the Securities Act of 1933, as amended, and the rules and regulations of the Securities and Exchange Commission (the "SEC") promulgated thereunder (the "Securities Act").

Section 3.8 Private Placement. The Company understands that (i) the Exchange Shares have not been registered under the Securities Act or any state securities laws, by reason of their issuance by

Parent in a transaction exempt from the registration requirements thereof and (ii) the Exchange Shares may not be sold unless such disposition is registered under the Securities Act and applicable state securities laws or is exempt from registration thereunder. The Company represents that it is an institutional "accredited investor" (as defined in Rule 501(a) of Regulation D under the Securities Act).

Section 3.9 Legend. Each certificate representing an Exchange Share will bear a legend to the following effect unless Parent determines otherwise in compliance with applicable law:

"THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THE SHARES HAVE BEEN ACQUIRED FOR INVESTMENT AND NEITHER THIS SHARE NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT."

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF PARENT

Parent represents and warrants to the Company as of the date hereof that:

Section 4.1 Existence and Power. Parent is duly organized and validly existing under the laws of the state of its organization and has all requisite power and authority to enter into and perform its obligations under this Agreement.

Section 4.2 Authorization. The execution, delivery and performance of this Agreement has been duly authorized by all necessary action on the part of Parent, and this Agreement is a valid and binding obligation of Parent, enforceable against it in accordance with its terms.

Section 4.3 Valid Issuance. The Exchange Shares have been duly authorized by all necessary corporate action. When issued, and sold against receipt of the consideration therefor, the Exchange Shares will be validly issued, fully paid and non-assessable, will not subject the holders thereof to personal liability and will not be issued in violation of preemptive rights.

Section 4.4 Non-Contravention. The execution, delivery and performance of this Agreement will not conflict with, violate or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both would constitute a default) under, or result in the termination of or accelerate the performance required by, or result in a right of termination or acceleration under, any provision of the organizational or governing documents of Parent.

Section 4.5 Purchase for Own Account. Parent is acquiring the Shares for its own account and not with a view to the distribution thereof in violation of the Securities Act.

Section 4.6 Private Placement. Parent understands that (i) the Shares have not been registered under the Securities Act or any state securities laws, by reason of their issuance by the Company in a transaction exempt from the registration requirements thereof and (ii) the Shares may not be sold unless

such disposition is registered under the Securities Act and applicable state securities laws or is exempt from registration thereunder. Parent represents that it is an institutional "accredited investor" (as defined in Rule 506(c) of Regulation D under the Securities Act).

Section 4.7 Legend. Each certificate representing a Share will bear a legend to the following effect unless the Company determines otherwise in compliance with applicable law:

"THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THE SHARES HAVE BEEN ACQUIRED FOR INVESTMENT AND NEITHER THIS SHARE NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT."

ARTICLE V

ADDITIONAL AGREEMENTS

Section 5.1 Notice to Shareholders. As soon as practicable after the date hereof, and in any event not later than one week after the date hereof, the Company shall mail the notice to the stockholders of the Company that the Company will issue Shares without obtaining stockholder approval as required by, and in compliance with, the applicable rules of the OTC Listed Company Manual; unless such notice requirement is waived by the OTC (and the parties will cooperate with one another to seek such waiver). On or before October 6, 2008, pursuant to the applicable rules of the OTC Listed Company Manual, the Company will deliver to the New York Stock Exchange notice of and the requisite documents relating to its intent to issue Shares without obtaining approval of the stockholders of the Company.

ARTICLE VI

CONDITIONS TO SHARE EXCHANGE CLOSING

Section 6.1 Conditions to Each Party's Obligation to Effect the Exchange. The respective obligations of the parties hereunder to effect the Exchange shall be subject to the following condition:

(a) No Injunctions or Restraints; Illegality. No order, injunction or decree issued by any court or agency of competent jurisdiction or other law preventing or making illegal the consummation of the Exchange shall be in effect.

Section 6.2 Conditions to the Obligations of Parent. The obligations of Parent hereunder to effect the Exchange shall be subject to the satisfaction, or waiver by Parent, of the following condition:

(a) OTC Notice Period. The Company shall have provided notice to the stockholders of the Company that the Company will issue Shares without obtaining stockholder approval as required by, and in compliance with, Applicable rules of the OTC Listed Company Manual, and the ten (10) day

notice period set forth in Applicable rules of the OTC Listed Company Manual shall have passed after such notice has been provided.

(b) No Injunctions or Restraints; Illegality. No order, injunction or decree issued by any court or agency of competent jurisdiction or other law preventing or making illegal Parent's unrestricted and unlimited right to vote the Shares shall be in effect.

ARTICLE VII

TERMINATION

Section 7.1 Injunction; Illegality. This Agreement may be terminated at any time prior to the Share Exchange Closing by Parent if (a) an order, injunction or decree shall have been issued by any court or agency of competent jurisdiction and shall be non-appealable, or other law shall have been issued preventing or making illegal either (i) the completion of the Exchange or the other transactions contemplated by this Agreement, or (ii) Parent's unrestricted and unlimited right to vote the Shares or (b) the Merger Agreement terminates pursuant to its terms.

ARTICLE VIII

MISCELLANEOUS

Section 8.1 Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered personally or by facsimile or seven days after having been sent by certified mail, return receipt requested, postage prepaid, to the parties to this Agreement at the following address or to such other address either party to this Agreement shall specify by notice to the other party:

(a) (i) if to Company, to:

Befut International (BFTI)
Attention: General Counsel
email: befutglobal@gmail.com

with a copy to:

Attention: Carl M Nurse
2835 Hollywood Blvd, FL 33024
email: carl@befutglobal.net

(b) if to Purchaser, to: CityWorks Building Company, Inc, 2835 Hollywood Blvd, Florida 33024

Attention: Corporate Secretary
telephone:

with a copy to:

Attention:

Facsimile:

Section 8.2 Further Assurances. Each party hereto shall do and perform or cause to be done and performed all further acts and shall execute and deliver all other agreements, certificates, instruments and documents as any other party hereto reasonably may request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

Section 8.3 Amendments and Waivers. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is duly executed and delivered by the Company and Parent. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 8.4 Fees and Expenses. Each party hereto shall pay all of its own fees and expenses (including attorneys' fees) incurred in connection with this Agreement and the transactions contemplated hereby. In addition, CityWorks Building Company, Inc agrees to pay a fee of $US10,000 to Solargy on behalf of Befut to cover the cost of financial statements to be prepared in IFRS format or GAAP format to be included in the filings of Befut. The $USD10,000 is to be paid on signing and closing of this agreement.

Section 8.5 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided that neither party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

Section 8.6 Governing Law. This Agreement shall be governed and construed in accordance with the internal laws of the State of Nevada applicable to contracts made and wholly performed within such state, without regard to any applicable conflicts of law principles. The parties hereto agree that any suit, action or proceeding brought by either party to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in any federal or state court located in the State of Delaware. Each of the parties hereto submits to the jurisdiction of any such court in any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of, or in connection with, this Agreement or the transactions contemplated hereby and hereby irrevocably waives the benefit of jurisdiction derived from present or future domicile or otherwise in such action or proceeding. Each party hereto irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

Section 8.7 Waiver of Jury Trial. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL

PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 8.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the parties and/or their affiliates with respect to the subject matter of this Agreement.

Section 8.9 Effect of Headings. The Article and Section headings herein are for convenience only and shall not affect the construction hereof.

Section 8.10 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be deemed to be excluded from this Agreement and the balance of this Agreement shall be interpreted as if such provision were so excluded and shall be enforced in accordance with its terms to the maximum extent permitted by law.

Section 8.11 Counterparts; Third Party Beneficiaries. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument. No provision of this Agreement shall confer upon any person other than the parties hereto any rights or remedies hereunder.

Section 8.12 Specific Performance. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms. It is accordingly agreed that the parties shall be entitled to seek specific performance of the terms hereof, this being in addition to any other remedies to which they are entitled at law or equity.

[Remainder of page intentionally left blank]

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

BEFUT INTERNATIONAL (BFTI)

Carl M Nurse

By: /s/

Name: Carl M Nurse

Title: President and Chief Executive Officer

CityWorks Building Company, Inc

Carl M Nurse

By: /s/

Name:

Title: Chairman

[Share Exchange Agreement Signature Page]