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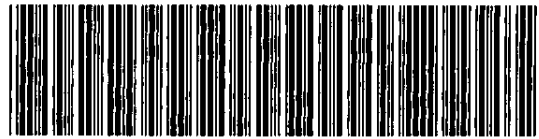
(Business Entity Name)

(Document Number)

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10 MAY 12 AM 10:37  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

N. C. C. MAY 14 2010

## COVER LETTER

**TO: Registration Section  
Division of Corporations**

**SUBJECT: Enova Power LLC**  
Name of Limited Liability Company

The enclosed Articles of Amendment and fee(s) are submitted for filing.

Please return all correspondence concerning this matter to the following:

Richard Coaxum, Jr. , Esq.

Name of Person

Enova Power, LLC

Firm/Company

7075 Kingspointe Parkway, Suite 9

Address

Orlando, FL 32819

City/State and Zip Code

rcoaxum@enovapower.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Richard Coaxum, Jr.

Name of Person

at ( 321 )

662-4015

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount:

☐ \$25.00 Filing Fee

☐ \$30.00 Filing Fee &  
Certificate of Status

☐ \$55.00 Filing Fee &  
Certified Copy  
(additional copy is enclosed)

☒ \$60.00 Filing Fee,  
Certificate of Status &  
Certified Copy  
(additional copy is enclosed)

**MAILING ADDRESS:**

Registration Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**STREET/COURIER ADDRESS:**

Registration Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

**ARTICLES OF AMENDMENT  
TO  
ARTICLES OF ORGANIZATION  
OF**

FILED

10 MAY 12 AM 10:37

**Enova Power LLC**

(Name of the Limited Liability Company as it now appears on our records.)  
(A Florida Limited Liability Company)

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

The Articles of Organization for this Limited Liability Company were filed on January 5, 2010 and assigned Florida document number L10000000850.

This amendment is submitted to amend the following:

**A. If amending name, enter the new name of the limited liability company here:**

The new name must be distinguishable and end with the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

**Enter new principal offices address, if applicable:**

**(Principal office address MUST BE A STREET ADDRESS)**

7075 Kingspointe Parkway

Suite 9

Orlando, FL 32819

**Enter new mailing address, if applicable:**

**(Mailing address MAY BE A POST OFFICE BOX)**

7075 Kingspointe Parkway

Suite 9

Orlando, FL 32819

**B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:**

Name of New Registered Agent:

Richard Coaxum, Jr.

New Registered Office Address:

7075 Kingspointe Parkway Suite 9  
Enter Florida street address

Orlando, Florida 32819  
City Zip Code

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

*I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.*

Richard Coaxum, Jr.  
If Changing Registered Agent, Signature of New Registered Agent

If amending the Managers or Managing Members on our records, enter the title, name, and address of each Manager or Managing Member being added or removed from our records:

MGR = Manager

MGRM = Managing Member

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
MGRM	Zachary L. Steele	7643 Pinemount Drive Orlando, FL 32819	<input checked="" type="checkbox"/> Add <input type="checkbox"/> Remove
MGRM	Douglas Ballard	7075 Kingspointe Parkway Suite 9 Orlando, FL 32819	<input type="checkbox"/> Add <input checked="" type="checkbox"/> Remove
			<input type="checkbox"/> Add <input type="checkbox"/> Remove
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SECRETARY OF STATE

D. If amending any other information, enter change(s) here: (Attach additional sheets, if necessary.)

Douglas Ballard is not longer Managing Member nor a Member of the Company.

Please see interest redemption agreement attached.

Dated \_\_\_\_\_,

  
Signature of a member or authorized representative of a member

Zachary L. Steele

Typed or printed name of signee



**ENOVA POWER, LLC,**  
**MEMBER INTEREST REDEMPTION AGREEMENT**

**THIS MEMBER INTEREST REDEMPTION AGREEMENT** (this "Agreement") is made effective as of April 27<sup>th</sup> 2010, (the "Effective Date") by and between Douglas Ballard, an individual ("Redeemed Member"), and Enova Power, LLC, a Florida limited liability company (the "Company")(collectively, the "Parties").

**WHEREAS**, the Company was organized on (the "Organization Date"), and Redeemed Member is one of the owners of record of the Company with a 45% interest in the Company (the "Interest") and said Interest is uncertificated; and

**WHEREAS**, Redeemed Member desires to sell and transfer the Interest, and the Company desires to redeem the Interest from Redeemed Member, all pursuant to the terms of this Agreement; and

**WHEREAS**, on the Effective Date, Redeemed Member shall sell and transfer his Interest pursuant to the terms of this Agreement.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained herein, TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Redemption of Interest.** Subject to the terms and conditions hereof, Redeemed Member hereby sells and transfers to the Company, and the Company hereby redeems from Redeemed Member, all of the Interest, for the consideration hereinafter set forth.

2. **Representations and Warranties of Seller.** Redeemed Member hereby represents and warrants to the Company as follows:

(a) Redeemed Member has the full power, authority and legal right necessary (i) to enter into, execute and deliver this Agreement, (ii) to perform Redeemed Member's obligations hereunder, and (iii) to consummate the transactions contemplated hereby. This Agreement has been duly and validly entered into, executed and delivered by Redeemed Member and constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally, or by the exercise of judicial discretion in accordance with general equitable principles.

(b) The Company owns good and marketable record title to, and all beneficial interest in, the Interest, and the Interest (i) is validly issued, fully paid and nonassessable, and (ii) is owned by Seller free and clear of all Restrictions (as hereinafter defined) with no defects of title whatsoever. For purposes of this Agreement, a "Restriction" shall mean any pledge, security interest, lien, charge, equity, claim, option, right of first refusal or other restriction on transfer of any nature whatsoever, or any other encumbrance of any nature whatsoever.

(c) The Company has the exclusive right, power and authority to vote the Interest. Redeemed Member is not a party to or bound by any agreement affecting or relating to Redeemed Member's right to transfer or vote the Interest, or any portion thereof, and there are no proxies outstanding or powers of attorney granted by Seller with respect to any of the Interest.

3. **Consent and Waiver.** The Parties hereby irrevocably waive the applicability of those provisions of any agreements between the Parties, if any, that conflict, in any way, with the transactions described herein and the terms and conditions hereof, and hereby irrevocably waive and release any and all rights related to the aforesaid provisions or arising thereunder. The Parties hereby consent to all of the transactions described in this Agreement.

4. **Release.** Redeeming Member (collectively with any of Redeeming Member's heirs, executors, administrators, personal representatives, successors, and assigns, for purposes of this Section 4, the "Releasor") releases the Company and any Affiliate thereof (each, for purposes of this Section 4, an "Exculpated Party") from any and all claims that Redeeming Member ever had, now has or hereafter can, shall, or may have against the Company for, upon, or by reason of: (i) any matter, cause, or thing whatsoever from the beginning of the world to the date of this Agreement; and (ii) any matter, cause or thing whatsoever which arises from and after the date of this Agreement, including, without limitation, any matter or thing arising from or in connection with the Operating Agreement or any transaction by the Company.

5. **Defense and Indemnification.** Redeemed Member agrees, at Redeemed Member's sole expense, to defend the Company against, and to indemnify and hold Company harmless from, any demand, claims, or suits by a third party against the Company for any liabilities or judgments based thereon, either arising from Redeemed Member's rights, performance of any duties, or obligations under the Operating Agreement.

**REDEEMED MEMBER HEREBY WARRANTS AND AGREES THAT IN NO EVENT SHALL THE COMPANY, OR ITS MEMBERS, EMPLOYEES, OFFICERS OR DIRECTORS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL,**


**SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, ATTORNEYS' FEES OR FOR ANY LOSS OF PROFITS OR REVENUE, CAUSED AS A RESULT OF REDEEMED MEMBER'S PAST ACTS OR OMISSIONS REGARDLESS OF WHETHER COMPANY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.**

6. **Miscellaneous.** This Agreement embodies the entire agreement between, and the understanding of, the Parties hereto with respect to the subject matter contained herein, and supersedes all prior or contemporaneous negotiations, understandings and agreements, whether written or oral, between the Parties hereto with respect to the subject matter contained herein. No extension, modification or amendment of this Agreement shall be binding upon a party hereto unless such extension, modification or amendment is set forth in a written instrument, which is executed and delivered on behalf of such party. This Agreement shall be governed by and construed in accordance with the laws of the Florida, without giving effect to any conflicts or choice of laws principles which otherwise might be applicable. This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and their respective successors, heirs, beneficiaries and assigns.

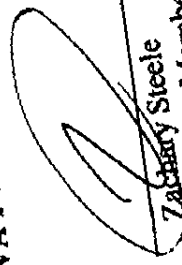
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed, or caused to be executed, this Agreement, as of the Effective Date.

REDEEMED MEMBER:

By:   
Douglas Ballard

ENOVA POWER, LLC

By:   
Zachary Steele  
Managing Member

4-29-10