

Division of Corporations

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**AMENDMENT TO AMENDED AND RESTATED,
ARTICLES OF INCORPORATION OF
ORGANIC GREEN SOLUTIONS, INC.**

1. The name of the corporation is Organic Green Solutions, Inc. (the "Company"), which was incorporated on December 18, 2008 under document no. P08000109636.

2. Article 5 of the Amended and Restated Articles of Incorporation is amended to read hereinafter in its entirety as follows:

"The Company is authorized to issue 55 million shares of its capital stock, of which 50 million shall be common stock, par value \$.00001 per share ("Common Stock"), and 5 million shall be preferred stock, par value \$.01 par value ("Preferred Stock"). The Preferred Stock shall have the following preferences, limitations and relative rights:

1. **Number of Shares.** Shares of Preferred Stock shall be in two series: Series A Preferred Stock and Series B Preferred Stock. Each share of Series A Preferred Stock shall be identical in all respects to every other share of Series A Preferred Stock, and each share of Series B Preferred Stock shall be identical in all respects to every other share of Series B Preferred Stock. The Preferred Stock shall be subordinate, and rank junior in right of payment, to all Indebtedness of the Company but shall be senior to all other equity securities of the Company. Shares of Preferred Stock that are redeemed, purchased or otherwise acquired by the Company shall revert to authorized but unissued shares of Preferred Stock (provided that any such cancelled shares of Preferred Stock may be reissued only as shares of any series other than Preferred Stock).

2. **Certain Definitions.** As used herein with respect to the Preferred Stock:

"Board of Directors" shall mean the board of directors of the Company.

"By-laws" shall mean the by-laws of the Company, as they may be amended from time to time.

"Certificate of Formation" shall mean the Company's Certificate of Formation, as amended from time to time.

"Conversion Date" shall have the meaning ascribed to it in Section 6(a).

"Conversion Rate" shall have the meaning ascribed to it in Section 6(a).

"Indebtedness" shall mean, as of any date, indebtedness, obligations or liabilities of the Company and its Subsidiaries as of such date, whether or not contingent, in respect of borrowed money or evidenced by bonds, notes or similar instruments or representing the balance deferred and unpaid of the purchase price of any property (including capital lease obligations) or representing any obligations of the Company or its Subsidiaries under interest rate swap

agreements, interest rate cap agreements, or similar arrangements designed to protect the Company and its Subsidiaries against fluctuations in interest rates (except that any such balance that constitutes an accrued expense or trade payment shall not be considered "Indebtedness"), and also includes, to the extent not otherwise included, the guarantees of items that would be included within this definition.

"Junior Stock" shall mean the Common Stock and any other class or series of stock of the Company that ranks junior to the Preferred Stock as to the payment of dividends and as to the distribution of assets on any liquidation, dissolution or winding up of the Company.

"Liquidation Preference" shall mean \$1.00 per share of Preferred Stock.

"Original Issue Price" shall have the meaning ascribed to it in Section 6(a).

"Person" shall mean any individual, company, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization, government or agency or political subdivision thereof or any other entity.

"Redemption Date" shall have the meaning ascribed to it in Section 5(a).

"Redemption Price" shall (i) in the case of Series A Preferred Stock, be equal to \$1.20 per share of Series A Preferred Stock if the Redemption Date is prior to the first anniversary date of the issuance of the share of Series A Preferred Stock and shall accrete by \$.06 per share for each year thereafter that the Series A Preferred Stock remains outstanding; and (ii) in the case of Series B Preferred Stock be equal to \$1.00 per share of Series B Preferred Stock.

"Subsidiary" shall mean any company or corporate entity for which the Company owns at least 50% of the Voting Stock of such entity.

"Voting Stock" shall mean capital stock of the class or classes pursuant to which the holders thereof have the general voting power under ordinary circumstances (determined without regard to any classification of directors) to elect one or more members of the Board of Directors of the Company (without regard to whether or not, at the relevant time, capital stock of any other class or classes (other than Common Stock) shall have or might have voting power by reason of the happening of any contingency).

3. **Dividends.** No dividends shall be declared or set aside for payment upon any Junior Stock unless an equivalent dividend has been declared on the shares of Preferred Stock.

4. **Liquidation Rights.**

(a) *Voluntary or Involuntary Liquidation.* In the event of any liquidation, dissolution or winding up of the affairs of the Company, whether voluntary or involuntary, holders of the Preferred Stock shall be entitled to receive for each share of Preferred Stock, out of the assets of the Company or proceeds thereof (whether capital or surplus) available for distribution to stockholders of the Company, and after satisfaction of all liabilities and obligations to creditors of the Company, before any distribution of such assets or proceeds is made to or set aside for the

holders of Junior Stock, an amount equal to the greater of (i) the Liquidation Preference per share of the Preferred Stock or (ii) the per share amount of all cash and other property to be distributed in respect of the Company such holder would have been entitled to under Section 6(a) had it converted such Preferred Stock immediately prior to the date fixed for such liquidation, dissolution or winding up of the Company. To the extent such amount is paid in full to all holders of Preferred Stock, the holders of other capital stock of the Company shall be entitled to receive all remaining assets of the Company (or proceeds thereof) according to their respective rights and preferences.

(b) *Partial Payment.* If in connection with any distribution described in Section 4(a) above, the assets of the Company or proceeds thereof are not sufficient to pay the Liquidation Preference in full to all holders of Preferred Stock, the amounts paid to the holders of Preferred Stock shall be paid (i) first to the holders of Series A Preferred Stock, *pro rata* in accordance with the number of shares of Series A Preferred Stock owned by each holder and (ii) second to the holders of Series B Preferred Stock, *pro rata* in accordance with the number of shares of Series B Preferred Stock owned by each holder.

5. **Redemption.** At the option of the Company, each share of Preferred Stock may be redeemed by the Company's giving notice to the holders thereof. The redemption of the Preferred Stock shall occur on the 60th day after receipt of the notice set forth in the preceding sentence (the "Redemption Date"), unless the Company and the majority in interest of the holders agree to a different date. Unless the holder elects to convert his shares of Preferred Stock called for redemption into shares of Common Stock pursuant to Section 6 below, on or before the Redemption Date, each holder of Preferred Stock shall surrender the certificate or certificates representing such shares to the Company, corporation, and thereupon the Redemption Price per share shall be paid to such holder. If the Company elects to redeem less than all of the Preferred Stock, it must redeem all of the Series A Preferred Shares prior to calling any shares of Series B Preferred Stock for redemption.

6. **Conversion.**

(a) *Mechanics; Conversion Rate.* Each share of Preferred Stock may be converted at any time, at the option of the holder thereof, into the number of shares of Common Stock equal to the Conversion Rate in effect at such time. The right of conversion attaching to any shares of Preferred Stock may be exercised by the holders thereof by delivering the shares to be converted to the office of the Company, accompanied by a duly signed and completed notice of conversion in form reasonably satisfactory to the Company (together with such endorsements or stock powers as may be customary or appropriate). The conversion date (the "Conversion Date") shall be the date on which the shares of Preferred Stock and the duly signed and completed notice of conversion are received by the Company (together with such endorsements or stock powers as may be customary or appropriate). The Person entitled to receive the Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such Common Stock as of such Conversion Date, and such Person or Persons shall cease to be a record holder of the Preferred Stock on that date. As promptly as practicable on or after the Conversion Date, the Company shall issue the number of whole shares of Common Stock issuable upon conversion, with any fractional shares (after aggregating all Preferred Stock being

converted on such date) rounded down to whole shares. As used herein, the "Conversion Rate" shall be equal to the Original Issue Price divided by the Conversion Price; the "Original Issue Price" shall be \$1.00 for shares of Series A Preferred Stock and \$2.00 for shares of Series B Preferred Stock; and the "Conversion Price" shall initially be \$0.677, subject to adjustment as described herein. Accordingly, the Conversion Rate is initially set at 1.477 for shares of Series A Preferred Stock and 2.954 for shares of Series B Preferred Stock.

(b) *Common Stock Reserved for Issuance; Taxes.* The Company shall at all times reserve and keep available out of its authorized and unissued Common Stock, solely for issuance upon the conversion of the Preferred Stock, such number of shares of Common Stock as shall from time to time be issuable upon the conversion of all the shares of Preferred Stock then outstanding. Any shares of Common Stock issued upon conversion of Preferred Stock shall be (i) duly authorized, validly issued and fully paid and nonassessable and (ii) shall rank pari passu with the other shares of Common Stock outstanding from time to time. The Company shall pay any and all taxes that may be payable in respect of the issue or delivery of shares of Common Stock on conversion of Preferred Stock. The Company shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of shares of Common Stock in a name other than that in which the Preferred Stock so converted were registered, and no such issue or delivery shall be made unless and until the Person requesting such issue has paid to the Company the amount of any such tax, or has established to the satisfaction of the Company that such tax has been paid.

(c) *Dilution Adjustments.* Except in the case of Excluded Issuances, the Conversion Rate shall be adjusted from time to time (successively and for each event described) by the Company as follows:

(i) *Adjustments for Subdivisions, Splits or Combinations of Common Stock.* In the event the outstanding shares of Common Stock shall be subdivided by stock split, stock dividend, reclassification or otherwise, into a greater number of shares of Common Stock or the Company declares a dividend payable in any right to acquire Common Stock for no consideration, the Conversion Price immediately prior to such event shall, concurrently with the effectiveness of such subdivision, be proportionately decreased. In the event the outstanding shares of Common Stock shall be combined or consolidated by reclassification or otherwise into a lesser number of shares of Common Stock, the Conversion Price then in effect shall, concurrently with the effectiveness of such combination or consolidation, be proportionately increased.

(ii) *Certificate as to Adjustments.* Upon the occurrence of each adjustment or readjustment of the Conversion Price pursuant to this Section 6(c), the Company, at its expense, shall promptly compute such adjustment or readjustment in accordance with the terms hereof and prepare and furnish to each holder of Preferred a certificate setting forth such adjustment or readjustment (as well as the corresponding adjustment in the Conversion Rate) and showing in detail the facts upon which such adjustment or readjustment is based. No adjustment in the Conversion Price need be made if such adjustment would result in a change in such Conversion Price of less than \$0.01. Any adjustment of less than \$0.01 which is not made shall be carried forward and shall be

made at the time of and together with any subsequent adjustment which, on a cumulative basis, amounts to an adjustment of \$0.01 or more in such Conversion Price.

7. Voting Rights.

(a) *General.* The holders of shares of Preferred Stock shall be entitled to vote with the holders of the Common Stock on all matters submitted to a vote of stockholders of the Company, except as otherwise provided herein or by applicable law. Each holder of shares of Preferred Stock shall be entitled to the number of votes equal to the number of whole shares of Common Stock which all shares of Preferred Stock held of record by such holder could be converted. The holders of shares of Preferred Stock shall be entitled to notice of any stockholders' meeting in accordance with the bylaws of the Company.

(b) *Class Voting Rights as to Particular Matters.* So long as any shares of Preferred Stock are outstanding, in addition to any other vote or consent of stockholders required by law or by the Certificate of Formation, the vote or consent of the holders of at least a majority of the shares of Preferred Stock then outstanding and entitled to vote thereon, given in person or by proxy, either in writing without a meeting or by vote at any meeting called for the purpose, shall be necessary for effecting or validating any of the actions described in clauses (i) or (ii) below.

(i) *Amendment of Preferred Stock.* Any amendment, alteration or repeal of any provision of the Certificate of Formation or By-laws so as to adversely affect the relative rights, preferences, privileges or voting powers of the Preferred Stock.

(ii) *Prohibition on Certain Securities.* The authorization of, issuance of, or reclassification into, any capital stock that would rank senior or on a parity with the Preferred Stock.

8. Replacement Certificates. The Company shall replace any mutilated certificate at the holder's expense upon surrender of that certificate to the Company. The Company shall replace certificates that become destroyed, stolen or lost at the holder's expense upon delivery to the Company of reasonably satisfactory evidence that the certificate has been destroyed, stolen or lost, together with any indemnity that may be required by the Company."

3. The foregoing amendment was duly approved by the board of directors and the shareholders of the Company.

IN WITNESS WHEREOF, the undersigned President of the Company has duly executed this Amendment as of April 22 2013.


John J. Casey, Chief Executive Officer

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me on April 22 2013, by John J. Casey, Chief Executive Officer of Organic Green Solutions, Inc., a Florida corporation, on behalf of the corporation. He personally appeared before me at the time of notarization.

NOTARY PUBLIC - STATE OF FLORIDA

SIGN Jessica M. Rivero
PRINT Jessica M. Rivero

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced:

