

P12000071145

Florida Department of State  
Division of Corporations  
Electronic Filing Cover Sheet

**Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.**

((H13000019443 3)))



H13000019443ABCZ

**Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.**

To:

Division of Corporations  
Fax Number : (850) 617-6380

From:

Account Name : NASON, YEAGER, GERSON, WHITE & LIOCE,  
Account Number : 073222003555  
Phone : (561) 686-3307  
Fax Number : (561) 471-0894

P.A.

**\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\***

Email Address: \_\_\_\_\_

**COR AMND/RESTATE/CORRECT OR O/D RESIGN  
BATTERY ON THE GO INC**

Certificate of Status	0
Certified Copy	0
Page Count	09
Estimated Charge	\$35.00

RECEIVED

13 JAN 25 AM 8:06

STATE OF FLORIDA  
DIVISION OF CORPORATIONS  
TALLAHASSEE, FLORIDA

SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

13 JAN 25 AM 9:39

FILED

*Amey*  
JAN 28 2013  
T. LEMIEUX

H13000019443 3

FILED  
13 JAN 25 AM 9:40  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**ARTICLES OF AMENDMENT OF  
ARTICLES OF INCORPORATION OF  
BATTERY ON THE GO INC.**

**AMENDMENT I**

Pursuant to the provisions of Section 607.1006 of the Florida Business Corporation Act, Battery on the Go Inc., a Florida corporation (the "Company"), hereby amends its Articles of Incorporation (Document Number P12000071145) as follows:

Article IV is hereby amended in its entirety to read as follows:

**ARTICLE IV**

The Company shall have the authority to issue:

(a) 150,000,000 shares of common stock, par value \$0.001 per share; and

(b) 1,000,000 shares of preferred stock, having a par value of \$0.001 per share, which may be issued from time to time in one or more series. The number of shares, the stated value and dividend rate, if any, of each such series and the preferences and relative, participating and special rights and the qualifications, limitations or restrictions will be fixed in the case of each series by Resolution of the Board of Directors at the time of issuance subject in all cases to the laws of the State of Florida applicable thereto and determined in accordance with the provisions of Section 607.0602 of the Florida Business Corporation Act.

(c) Series A Preferred Stock. The Board of Directors has authorized the creation of Series A Preferred Stock with the following rights and preferences.

1. Designation; Ranking. A series of preferred stock is hereby designated as Series A Preferred Stock (the "Series A").

2. Number. The number of shares constituting Series A is fixed at 100,000 shares, par value \$0.001 per share, and such amount may not be increased or decreased except with the written consent of the holders of at least a majority of the issued and outstanding Series A or as provided in Section 6.

3. Liquidation Preference.

(a) Preference. In the event of any liquidation, dissolution or winding up of the Company, either voluntary or involuntary (a "Liquidation Event"), the holders of the Series A shall be entitled at their option to receive, prior and in preference to any distribution of any of the assets of the Company to the other holders of capital stock by reason of their ownership thereof, an amount equal to \$55,000 (the "Applicable Liquidation Amount"). If the Series A is held by more than one shareholder, the Applicable Liquidation Amount shall be

H13000019443 3

H13000019443 3

paid on a per share basis, rounded to the nearest one/hundredths of a cent. If, upon the occurrence of such event, the assets and funds thus distributed among the holders of the Series A shall be insufficient to permit the payment to such holders of the full aforesaid preferential amounts, then the entire assets and funds of the Company legally available for distribution shall be distributed ratably among the holders of the Series A in proportion to the preferential amount each such holder is otherwise entitled to receive.

(b) Remaining Assets. Upon the completion of the distribution required by Section 3(a) above, if assets remain in the Company, all of the remaining assets of the Company shall be distributed among the holders of the outstanding capital stock (including the Series A on an as converted basis) pro rata based on the number of shares of then held by them (and for the Series A on an as converted basis) unless otherwise provided by one or more additional Articles of Amendment filed by the Company with the Florida Secretary of State.

(c) Certain Acquisitions.

(i) Deemed Liquidation. For purposes of this Section 3, a liquidation, dissolution, or winding up of the Company, whether voluntary or involuntary, shall be deemed to occur if the Company shall either (1) sell, lease, convey, or otherwise dispose of all or substantially all of its assets or (2) (A) merge with or into or consolidate with any other company, limited liability company or other entity (other than a wholly-owned subsidiary of the Company) or (B) effect any transaction or series of related transactions in which the shareholders of the Company immediately prior to such transaction or series of related transactions, own in the case of either clauses (A) or (B) less than 50% of the Company's voting power (or the voting power of the surviving entity in such transaction or series of related transactions) immediately after such transaction or series of related transactions (any such transaction, a "Liquidation Transaction"), provided that none of the following shall be considered a Liquidation Transaction: (i) a merger effected exclusively for the purpose of changing the domicile of the Company or (ii) an equity financing in which the Company is the surviving Company.

(ii) Valuation of Consideration. In the event of a deemed liquidation as described in Section 3(c)(i) above, if the consideration received by the Company is other than cash, its value will be deemed its Fair Market Value defined as follows:

(A) Securities not subject to investment letter or other similar restrictions on free marketability:

(1) If traded on a national securities exchange, then the value of the securities shall be deemed to be the average of the closing prices of the securities on such exchange or system over the 10 trading day period ending five trading days prior to the deemed liquidation;

(2) If actively traded over-the-counter, then the value of the securities shall be deemed to be the average of the closing bid prices of the securities over the 10 trading day period ending five trading days prior to the deemed liquidation; and

H13000019443 3

H13000019443 3

(3) If there is no active public market, the value shall be the fair market value thereof, as determined in good faith by the Board of Directors.

(B) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a shareholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as specified above in Section 3(c)(ii)(A) to reflect the approximate fair market value thereof, as determined in good faith by the Board of Directors.

For purposes of this Section 3(c)(ii), "trading day" shall mean any day which the exchange or system on which the securities to be distributed are traded is open and "closing prices" or "closing bid prices" shall be deemed to be: (i) for securities traded primarily on the New York Stock Exchange, the NYSE MKT or The Nasdaq Stock Market, the last reported trade price or sale price, as the case may be, at 4:00 p.m., New York time, on that day and (ii) for securities listed or traded on other exchanges, markets and systems, the market price as of the end of the regular hours trading period that is generally accepted as such for such exchange, market or system. If, after the date hereof, the benchmark times generally accepted in the securities industry for determining the market price of a stock as of a given trading day shall change from those set forth above, the fair market value shall be determined as of such other generally accepted benchmark times.

(iii) Notice of Liquidation Transaction. The Company shall give each holder of record of Series A written notice of any impending Liquidation Transaction not less than 10 days prior to the shareholders' meeting called to approve such Liquidation Transaction (or written consent in lieu of a meeting), or 10 days prior to the closing of such Liquidation Transaction, whichever is earlier, and shall also notify such holders in writing of the final approval of such Liquidation Transaction. The first of such notices shall describe the material terms and conditions of the impending Liquidation Transaction and the provisions of this Section 3, and the Company shall thereafter give such holders prompt notice of any material changes an ("Amended Notice"). Unless such notice requirements are waived, the Liquidation Transaction shall not take place sooner than 10 days after the Company has given the first notice provided for herein or sooner than 10 days after the Company has given any Amended Notice. Notwithstanding the other provisions of this Certificate of Designation, all notice periods or requirements in this Certificate of Designation may be shortened or waived, either before or after the action for which notice is required, upon the written consent of the holders of a majority of the voting power of the outstanding shares of Series A that are entitled to such notice rights. Within five days of the giving of notice of a proposed Liquidation Transaction, or an Amended Notice, each holder of Series A may give notice to the Company that he elects to receive the applicable liquidation amount or convert into Common Stock, which conversion shall be deemed to have occurred as of the record date of shareholders, or if no record date, one day prior to the Liquidation Event.

(iv) Effect of Noncompliance. In the event the requirements

H13000019443 3

H13000019443 3

of this Section 3(c) are not complied with, the Company shall forthwith either cause the closing of the Liquidation Transaction to be postponed until the requirements of this Section 3 have been complied with, or cancel such Liquidation Transaction, in which event the rights, preferences, privileges and restrictions of the holders of Series A shall revert to and be the same as such rights, preferences, privileges and restrictions existing immediately prior to the date of the first notice referred to in Section 3(c)(iii).

4. (a) General. Subject to the other provisions of these Articles of Amendment, each holder of Series A shall have full voting rights and powers, and shall be entitled to notice of any shareholders' meeting in accordance with the bylaws of the Company (as in effect at the time in question) and applicable law, and shall be entitled to vote, together with the holders of Common Stock, with respect to any question upon which holders of Common Stock have the right to vote, except as may be otherwise provided by applicable law. Except as otherwise expressly provided herein or as required by law, the holders of Series A and the holders of Common Stock shall vote together and not as separate classes.

(b) Number of Votes. Each holder of shares of Series A shall be entitled to 5,000 votes per share of such holder's Series A at the record date for the determination of the shareholders entitled to vote on such matters or, if no such record date is established, the date such vote is taken or any written consent of shareholders is solicited.

(c) Negative Covenant. At any time when shares of Series A are outstanding, in addition to any other vote required by law or the Company's Articles of Incorporation, without the written consent or affirmative vote of the holders of at least a majority of the then outstanding shares of Series A, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class, the Company shall not, either directly or by amendment, merger, consolidation or otherwise, change the rights or preferences of the Series A, increase the authorized number of shares of Series A, or create a class or series of capital stock with voting rights of more than one vote per share.

5. Conversion. The holders of the Series A shall have, and be subject to, the following conversion rights:

(a) Conversion. At the option of the Series A holder, and provided that a Liquidation Event (as hereinafter defined) has not occurred, each share of the Series A then held by such holder of the Series A shall be entitled, upon (i) written notice to the Company and (ii) the satisfaction of the requirements set forth in Section 5, to convert all or any part of the Series A then held by such holder into a number of fully paid and nonassessable shares of Common Stock in accordance with Section 5(c), subject to the limitations contained in Section 5(g).

(b) Conversion Time. The "Conversion Time" with respect to a conversion pursuant to Section 5(a) shall be the date upon which written notice is given to the Company.

(c) Conversion Formula. At the Conversion Time, each share of Series A shall be convertible into 55 shares of Common Stock.

H13000019443 3

H13000019443 3

(d) Reservation of Stock Issuable Upon Conversion. The Company shall at all times following the date hereof reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series A, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series A; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Series A, the Company will take such corporate action as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purpose, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to the Company's Articles of Incorporation.

(e) Fractional Shares. No fractional shares of Common Stock shall be issued upon any conversion of Series A. In lieu of any fractional share to which the holder would otherwise be entitled, the Company shall pay the holder cash equal to the product of such fraction multiplied by the Common Stock's Fair Market Value. The Company shall, as soon as practicable after the Conversion Time, deliver to the holder of Series A, or to their nominees, cash in lieu of any fraction of a share.

(f) No Impairment. The Company shall not avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but shall at all times in good faith assist in carrying out all such action as may be reasonably necessary or appropriate in order to protect the rights, preferences and privileges of the holder of the Series A against impairment.

(g) Mechanics of Conversion. Before any holder of Series A shall be entitled to convert shares of Series A into shares of Common Stock in connection with a conversion pursuant to Section 5(a), the holder shall surrender the certificate for such shares of Series A (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Company to indemnify the Company against any claim that may be made against the Company on account of the alleged loss, theft or destruction of such certificate), at the office of the Company, together with written notice that such holder elects to convert all or any number of the shares of the Series A represented by such certificate and, if applicable, any event on which such conversion is contingent. The notice shall state the holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. If required by the Company, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form reasonably satisfactory to the Company, duly executed by the registered holder or his, her or its attorney duly authorized in writing. In the event less than all the shares represented by a certificate are converted, the Company shall promptly issue to the holder thereof a new certificate representing the unconverted shares.

(h) Taxes Upon Conversion. The Company shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Common Stock on conversion of shares of Series A. The Company shall not, however,

H13000019443 3

H13000019443 3

be required to pay any tax that might be payable in respect of any transfer involved in the issuance and delivery of shares of Common Stock in a name other than that in which the shares of Series A so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Company the amount of any such tax or has established, to the satisfaction of the Company, that the tax has been paid.

(i) Delivery of Common Stock Certificates. As soon as practicable after the conversion of the Series A in full or in part by a holder of Series A, the Company at its expense (including the payment by it of any applicable issue taxes) will cause to be issued in the name of and delivered to applicable holder of Series A, or as such holder (upon payment by such holder of any applicable transfer taxes) may direct in compliance with applicable securities laws, a certificate or certificates for the number of duly and validly issued, fully paid and non-assessable shares of Common Stock to which such holder shall be entitled on such conversion.

6. Adjustments

(a) Adjustment Upon Common Stock Event. At any time or from time to time after the date on which the first share of Series A was issued by the Company (the "Series A Original Issue Date"), upon the happening of a Common Stock Event (as hereinafter defined), the Series A shall, simultaneously with the happening of such Common Stock Event, be adjusted in the same manner as the Common Stock. As used herein, the term "Common Stock Event" shall mean (i) the issue by the Company of additional shares of Common Stock as a dividend or other distribution on outstanding Common Stock, (ii) a subdivision of the outstanding shares of Common Stock into a greater number of shares of Common Stock, or (iii) a combination of the outstanding shares of Common Stock into a smaller number of shares of Common Stock.

(b) Adjustments for Other Dividends and Distributions. If at any time or from time to time after the Series A Original Issue Date the Company pays a dividend or makes another distribution to the holders of the Common Stock payable in securities of the Company, other than an event constituting a Common Stock Event, then in each such event provision shall be made so that the holders of the Series A shall receive upon conversion thereof, in addition to the number of shares of Common Stock receivable upon conversion thereof, the amount of securities of the Company which they would have received had their Series A been converted into Common Stock on the date of such event (or such record date, as applicable) and had they thereafter, during the period from the date of such event (or such record date, as applicable) to and including the conversion date, retained such securities receivable by them as aforesaid during such period, subject to all other adjustments called for during such period under this Section 6 with respect to the rights of the holders of the Series A or with respect to such other securities by their terms.

(c) Adjustment for Reclassification, Exchange and Substitution. If at any time or from time to time after the Series A Original Issue Date the Common Stock issuable upon the conversion of the Series A is changed into the same or a different number of shares of any class or classes of stock, whether by recapitalization,

H13000019443 3

H13000019443 3

reclassification or otherwise (other than by a Common Stock Event or a stock dividend, reorganization, merger, or consolidation provided for elsewhere in this Section 6), then in any such event, but subject to Section 5, each holder of Series A shall have the right thereafter to convert such stock into the kind and amount of stock and other securities and property receivable upon such recapitalization, reclassification or other change by holders of the number of shares of Common Stock into which such shares of Series A could have been converted immediately prior to such recapitalization, reclassification or change, all subject to further adjustment as provided herein or with respect to such other securities or property by the terms thereof.

(d) Reorganizations, Mergers and Consolidations. If at any time or from time to time after the Series A Original Issue Date there is a reorganization of the Company (other than a recapitalization, subdivision, combination, reclassification or exchange of shares provided for elsewhere in this Section 6) or a merger or consolidation of the Company with or into another corporation (except a Liquidation Event), then, as a part of such reorganization, merger or consolidation, provision shall be made so that the holders of the Series A thereafter shall be entitled to receive, upon conversion of the Series A, the number of shares of stock or other securities or property of the Company, or of such successor corporation resulting from such reorganization, merger or consolidation, to which a holder of Common Stock deliverable upon conversion would have been entitled on such reorganization, merger or consolidation. In any such case, appropriate adjustment shall be made in the application of the provisions of this Section 6 with respect to the rights of the holders of the Series A after the reorganization, merger or consolidation to the end that the provisions of this Section 6 shall be applicable after that event and be as nearly equivalent to the provisions hereof as may be practicable. This Section 6 shall similarly apply to successive reorganizations, mergers and consolidations.

(e) Certificate of Adjustment. In each case of an adjustment or readjustment of the Series A under this Section 6, the Company, at its expense, shall cause its chief financial officer (or other executive officer) to compute such adjustment or readjustment in accordance with the provisions hereof and prepare a certificate showing such adjustment or readjustment, and shall mail such certificate, by first class mail, postage prepaid (or by electronic mail if agreed to by the holder), to each registered holder of the Series A at the holder's address as shown in the Company's books.

7. No Impairment. The Company shall not avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Company, but shall at all times in good faith assist in carrying out all such action as may be reasonably necessary or appropriate in order to protect the rights, preferences and privileges of the holders of the Series A against impairment.

8. Notices. Any notice required by the provisions of this Certificate of Designation to be given to the holders of shares of the Series A shall be deemed given upon the earlier of (i) actual receipt including by email, or (ii) one business day after deposit with a recognized and reputable express courier for delivery the next business day, fees prepaid, addressed to each holder of record at the address of such holder appearing on the books of the Company.


H13000019443 3



H13000019443 3

The foregoing amendments to the Articles of Incorporation of the Company were approved and adopted by the sole director and sole shareholder of the Company via written consent on January 24 2013 in accordance with the provisions of Sections 607.0704 and 607.0821 the Florida Business Corporation Act.

The undersigned President of the Company, pursuant to the approval and authority given by the Company's sole director and shareholder, has executed these Articles of Amendment this 24 day of January 2013.



Anthony Sasso, President

\\9719\Corporate Documents\Articles of Amendment - Series A.docx\dmr

H13000019443 3