

P22000048129

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

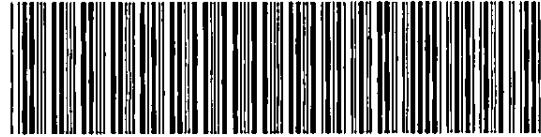
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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Amend

2023 SEP 29 PM 12 32

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10/02/23--01001--001 **35.00

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A RAMSEY

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2023 SEP 29 PM 1:34
DIRECTOR OF CORPORATIONS
& SECRETARIES
TALLAHASSEE, FLORIDA

Advanced Incorporating Service

1317 California Street
P.O. Box 20396
Tallahassee, FL 32316

Phone: 850-222-CORP
Fax: 850-575-2724
Email: wlopez@aisincfl.com
Website: www.aisincfl.com

NAME OF ENTITY

Carbon Zero Technology, Inc.

FOR OFFICE USE ONLY

PICK ONE:

☐ CERTIFIED COPY ☒ PHOTOCOPY ☐ C.U.S.

FILING:

☐ CORPORATION ☐ LLC ☐ LIMITED PARTNERSHIP ☐ GENERAL PARTNERSHIP

☐ FICTITIOUS NAME ☐ SERVICEMARK/TRADEMARK ☒ AMENDMENT

☐ FOREIGN QUALIFICATION ☐ JUDGMENT LIEN

☐ OTHER _____

RETRIEVAL:

☐ GOOD STANDING CERT/C.U.S. ☐ CERTIFIED COPY ☐ PHOTOCOPY

Of _____

APOSTILLE/NOTARY CERTIFICATION REQUEST:

Country _____

Amount of Documents _____

DATE 9/29/23 TIME _____

Notes: _____

Articles of Amendment
to
Articles of Incorporation
of

FILED

2023 SEP 29 PM 12 32

CARBON ZERO TECHNOLOGY, INC.

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

P22000048129

(Document Number of Corporation (if known))

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

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

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

B. Enter new principal office address, if applicable:
(Principal office address MUST BE A STREET ADDRESS)

217 Willow St

Nashville, TN 37210

C. Enter new mailing address, if applicable:
(Mailing address MAY BE A POST OFFICE BOX)

217 Willow St

Nashville, TN 37210

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

Name of New Registered Agent

(Florida street address)

New Registered Office Address:

(City)

Florida

(Zip Code)

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

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

Signature of New Registered Agent, if changing

Check if applicable

☐ The amendment(s) is/are being filed pursuant to s. 607.0120 (11) (c), F.S.

(Attach additional sheets, if necessary)

P = President; V = Vice President; T = Treasurer; S = Secretary; D = Director; TR = Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Example:

<u>X</u> Add	<u>SV</u>	<u>Sally Smith</u>
--------------	-----------	--------------------

1)	Change				
	Add				
	Remove				
2)	Change				
	Add				
	Remove				
3)	Change				
	Add				
	Remove				
4)	Change				
	Add				
	Remove				
5)	Change				
	Add				
	Remove				
6)	Change				
	Add				
	Remove				

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

CERTIFICATE OF DESIGNATION OF PREFERENCES RIGHTS AND LIMITATIONS OF
SERIES B PREFERRED STOCK OF CARBON ZERO TECHNOLOGY, INC.

F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:
(if not applicable, indicate N/A)

The date of each amendment(s) adoption: _____, if other than the date this document was signed.

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) (CHECK ONE)

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

"The number of votes cast for the amendment(s) was/were sufficient for approval
by _____."
(voting group)

Dated September 29, 2023

Signature 

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

Brian Kistler

(Typed or printed name of person signing)

Director

(Title of person signing)

CERTIFICATE OF DESIGNATION OF PREFERENCES

RIGHTS AND LIMITATIONS OF SERIES B PREFERRED STOCK OF CARBON ZERO TECHNOLOGY, INC.

Section 1. Designation and Amount. The preferred stock subject hereof shall be designated SERIES B Preferred Stock ("SERIES B Preferred Stock") and the number of shares constituting SERIES B Preferred Stock shall be Fifteen (15). No other shares of preferred stock shall be designated as SERIES B Preferred Stock.

Section 2. Dividends. Participating Dividends. Holders of SERIES B Preferred Stock ("Holders") shall be entitled to participate on a *pari passu, pro rata* in any and all dividends or other distributions paid by the Corporation on the Common Stock (other than dividends paid in Common Stock). The Corporation shall pay no dividends on shares of the Common Stock unless it simultaneously complies with the previous sentence. The initial dividend rate shall be set at 6% or \$6,000 per share per year based on the stated face value of \$100,000 per share.

Section 3. Liquidation Preference. Upon the occurrence of a voluntary or involuntary liquidation, dissolution or winding up of the Corporation, each holder of SERIES B Preferred Stock shall be entitled to receive the amount such holder would have received had such holder's shares of SERIES B Preferred Stock, together with accrued and unpaid dividends thereon, been redeemed immediately prior to such liquidation, dissolution or winding up of the Corporation, and have priority over the Holders of Common Stock in such liquidation, dissolution or winding up of the Corporation.

Section 4. Voting. The outstanding shares of SERIES B Preferred Stock shall not include voting.

Section 5. Protective Provisions. The Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Certificate of Incorporation) the written consent or affirmative vote of holders of a majority of the then outstanding shares of SERIES B Preferred Stock, given in writing or by vote at a meeting, consenting or voting (as the case may be) together as a separate class: (i) amend, alter or repeal (A) any of the powers, designations, rights or preferences of the SERIES B Preferred Stock or (B) any other provision of the Certificate of Incorporation or Bylaws of the Corporation, in the case of clause (B) only in a manner adverse to the SERIES B Preferred Stock; and (ii) authorize or issue any additional shares of SERIES B Preferred Stock.

Section 6. Conversion. There is no conversion of SERIES B Preferred Stock.

Section 7. Adjustments. All references herein to the number of shares of SERIES B Preferred Stock issued by the Corporation shall be equitably adjusted to reflect any and all forward or reverse splits of the SERIES B Preferred Stock and reclassifications having a similar effect on the SERIES B Preferred Stock generally.

Section 8. Miscellaneous.

a) Notices. Any and all notices or other communications or deliveries to be provided by the Holders hereunder including, without limitation, any Notice of sale or transfer, shall be in writing and

delivered personally, by email, or sent by a nationally recognized overnight courier service, addressed to the Corporation, at: 217 Willow Street, Nashville, TN 37210 or address as the Corporation may specify for such purposes by notice to the Holders delivered in accordance with this Section 8. Any and all notices or other communications or deliveries to be provided by the Corporation hereunder shall be in writing and delivered personally, by facsimile, or sent by a nationally recognized overnight courier service addressed to each Holder at the facsimile number or address of such Holder appearing on the books of the Corporation, or if no such facsimile number or address appears on the books of the Corporation, at the principal place of business of such Holder, as set forth in the Purchase Agreement. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth in this Section prior to 5:30 p.m. (New York City time) on any date, (ii) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number set forth in this Section on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given.

b) Lost or Mutilated Preferred Stock Certificate. If a Holder's SERIES B Preferred Stock certificate is issued in other than book entry and it shall become mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the shares of SERIES B Preferred Stock so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership hereof reasonably satisfactory to the Corporation.

c) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Certificate of Designation shall be governed by and construed and enforced in accordance with the internal laws of the State of Florida, without regard to the principles of conflict of laws thereof. Each Holder and the Corporation agree that all legal proceedings concerning the interpretation and enforcement of this Certificate of Designation (whether brought against Holder and the Corporation or their respective Affiliates, directors, officers, shareholders, employees or agents) shall be commenced in the state and federal courts sitting in the state of Florida. Each Holder and the Corporation hereby irrevocably submits to the exclusive jurisdiction of the Florida Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein (including with respect to the enforcement of any of the Transaction Documents), and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such Florida Courts, or such Florida Courts are improper or inconvenient venue for such proceeding. Each Holder and the Corporation hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Certificate of Designation or the transactions contemplated hereby. If any party shall commence an action or proceeding to enforce any provisions of this Certificate of Designation, then the prevailing party in such action or proceeding shall be reimbursed by the other party or parties for its attorneys' fees and other costs and expenses incurred in the investigation, preparation and prosecution of such action or proceeding.

d) Waiver. Any of the rights, powers, preferences and other terms of the SERIES B Preferred Stock set forth herein may be waived on behalf of all Holders by the affirmative written consent or vote of the holders of at least a majority of the then outstanding shares of SERIES B Preferred Stock. Any waiver by the Corporation or a Holder of a breach of any provision of this Certificate of Designation shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Certificate of Designation or, except as noted in the prior sentence, a waiver by any

other Holders. The failure of the Corporation or a Holder to insist upon strict adherence to any term of this Certificate of Designation on one or more occasions shall not be considered a waiver or deprive that party (or, except as noted in the first sentence of this paragraph, any other Holder) of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate of Designation on any other occasion. Any waiver by the Corporation or a Holder must be in writing.

e) Severability. If any provision of this Certificate of Designation is invalid, illegal or unenforceable, the balance of this Certificate of Designation shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder violates the applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law.

f) Next Business Day. Whenever any payment or other obligation hereunder shall be due on a day other than a business day, such payment shall be made on the next succeeding business day.

g) Headings. The headings contained herein are for convenience only, do not constitute a part of this Certificate of Designation and shall not be deemed to limit or affect any of the provisions hereof.

h) Status of SERIES B Preferred Stock. If any shares of SERIES B Preferred Stock shall be reacquired by the Corporation, such shares shall resume the status of authorized but unissued shares of preferred stock and shall no longer be designated as SERIES B Preferred Stock.

i) Transfer/Sale or Repurchase of Series B Preferred Stock. Any request for transfer or sale of the issued shares of Series B Preferred Stock shall not be permitted without the prior written consent of the Company. The Company shall maintain the first right of refusal of any requested sale and holds the option to repurchase the issued shares at any time at the stated face value of \$100,000 per shares plus any accrued but not paid dividends.