

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): May 3, 2017

ON THE MOVE SYSTEMS CORP.

(Exact name of registrant as specified in its charter)

<u>Nevada</u> (State or other jurisdiction of incorporation)	<u>333-168530</u> (Commission File Number)	<u>27-2343603</u> (IRS Employer Identification No.)
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<u>701 N. Green valley Parkway, Suite 200</u> <u>Henderson, NV</u> (Address of principal executive offices)	<u>89074</u> (Zip Code)
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Registrant's telephone number, including area code: 702-990-3271

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a -12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d -2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e -4(c))

ITEM 1.01 ENTRY INTO A MATERIAL DEFINITIVE AGREEMENT.

On May 11, 2017, On the Move Systems Corp. (the "Registrant" or "Company") announced that, effective May 10, 2017, it entered into a Binding Letter of Intent ("Binding LOI") with Robotic Assistance Devices LLC, a limited liability corporation duly formed under the laws of the State of Wyoming, ("RAD") (collectively the "Parties"), setting forth the principal terms pursuant to which the Company will acquire all of the ownership and equity interest in RAD ("RAD Equity"), which RAD Equity is held by RAD's sole director, shareholder and CEO, Steve Reinharz ("SR") (the "Transaction").

The Binding LOI sets forth the terms of the Transaction as follows:

- (i) In consideration for the whole of the RAD Equity, OMVS shall issue to SR:
 - (a) 3,350,000 shares of Series E Preferred Stock; and
 - (b) 2,450 shares of Series F Preferred Stock;

(ii) Subject to OMVS declaring itself satisfied with its due diligence of RAD within 60 days of the execution of this Binding LOI, the Parties agree to enter into definitive agreements for the consummation and closing of the Transaction within 90 days of the execution of this Binding LOI.

The above description of the Binding LOI is filed as Exhibit 10.1 hereto and is incorporated in its entirety herein by this reference.

ITEM 3.03 MATERIAL MODIFICATION TO RIGHTS OF SECURITY HOLDERS.

On May 3 2017, the Company, after having obtained requisite shareholder approval, filed amendments to its Certificate of Designation with the Secretary of State of Nevada increased the authorized share capital and modified certain rights and preferences of its Series E Preferred Stock ("Series E") and of its Series F Preferred Stock ("Series F") respectively.

The above description of the amendment to the Company's Certificates of Designation is filed as Exhibit 3.1 hereto and is incorporated herein in its entirety by this reference.

ITEM 5.03 AMENDMENTS TO ARTICLES OF INCORPORATION OR BYLAWS; CHANGE IN FISCAL YEAR.

To the extent required by Item 5.03 of Form 8-K, the information provided in response to Item 3.03 of this report is incorporated by reference into this Item 5.03.

ITEM 8.01 OTHER EVENTS.

On May 11, 2017, the Company issued a press release announcing the execution of the Binding Letter of Intent, which is filed as an exhibit hereto.

- 2 -

ITEM 9.01 FINANCIAL STATEMENTS AND EXHIBITS.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
3.1	Certificate of Amendment to Certificate of Designation
10.1	Binding Letter of Intent, dated May 11, 2017 by and between On the Move Systems Corp. and Robotic Assistance Devices LLC.
99.1	Press release dated May 11, 2017, of On the Move Systems Corp., announcing the execution of the Binding Letter of Intent.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Company has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Date: May 11, 2017

On the Move Systems Corp.

By: /s/ Garrett Parsons
Garrett Parsons
Chief Executive Officer

- 3 -

EX-3 2 exhibit_3-1.htm CERTIFICATE OF AMENDMENT TO CERTIFICATE OF DESIGNATION

Exhibit 3.1

EXHIBIT A

ARTICLE V

CAPITAL STOCK

SERIES E CONVERTIBLE PREFERRED STOCK

The number of shares constituting the Series E Preferred Shares in Article V shall be modified as follows:

Series E Preferred Stock. The number of shares constituting the Series E Preferred Stock and authorized to be issued shall be 4,350,000 shares.

No other changes are being made.

Subsection (h) shall be added to Article V and shall read as follows. No other changes are being made to Article V.

(h) Negative Control. So long as any Series E Preferred Stock are outstanding, the Company shall not, without first obtaining the unanimous approval of all of the holders of the Series E Preferred Stock: (a) alter or change the rights, preferences or privileges of the Series E Preferred Stock; (b) alter or change the rights, preferences or privileges of any capital stock of the Company so as to affect adversely the Series E Preferred Stock; (c) create or designate any series or class of shares; (d) issue any shares of any series of preferred stock; (e) increase the authorized number of shares of Series E Preferred Stock; (f) increase the authorized number of shares of

EXHIBIT B

SERIES F CONVERTIBLE PREFERRED STOCK DESIGNATION

Article I, III, IX shall be replaced in their entirety as follows. No other changes are being made.

I. DESIGNATION AND AMOUNT

There shall be a series of preferred stock designated as "Series F Convertible Preferred Stock", and the number of shares constituting such series shall be 3,450, the face amount per share is \$1.00 and the total face amount of all shares is \$1.00 ("Face Amount"). Such series is referred to herein as the "Series F Convertible Preferred Stock".

III. CONVERSION

(a) Conversion at the Option of holder. The holder may, at any time and from time to time convert all, but not less than all, of its shares of Series F Convertible Preferred Stock into a number of fully paid and nonassessable shares of common stock determined by multiplying the number of issued and outstanding shares of common stock of the Company on the date of conversion by three and 45 100ths (3.45) (Conversion Price").

IX. PROTECTION PROVISIONS So long as any Series F Convertible Preferred Stock are outstanding, the Company shall not, without first obtaining the unanimous approval of all of the holders: (a) alter or change the rights, preferences or privileges of the Series F Convertible Preferred Stock; (b) increase the authorized number of shares of Series F Convertible Preferred Stock.

So long as any Series F Convertible Preferred Stock are outstanding, the Company shall not, without first obtaining the approval of the majority of the holders: (a) alter or change the rights, preferences or privileges of any capital stock of the Company so as to affect adversely the Series F Convertible Preferred Stock; (b) create any Senior Securities; (c) create any *pari passu* Securities; (d) do any act or thing not authorized or contemplated by this Certificate of Designation which would result in any taxation with respect to the Series F Convertible Preferred Stock under Section 305 of the Internal Revenue Code of 1986, as amended, or any comparable provision of the Internal Revenue Code as hereafter from time to time amended, (or otherwise suffer to exist any such taxation as a result thereof).

EX-10 3 exhibit_10-1.htm BINDING LETTER OF INTENT DATED 05-11-2017

Exhibit 10.1

BINDING LETTER OF INTENT

The present document is a Binding Letter of Intent ("Binding LOI") between Robotic Assistance Devices LLC, a Wyoming Limited Liability Corporation having its principle place of business at 31103 Rancho Viejo Road, Suite D2114, San Juan Capistrano, CA 92675 ("RAD"), Steve Reinharz, as sole and managing member of RAD ("SR"), and On the Move Systems Corp., a publicly traded Nevada corporation ("OMVS") (RAD, SR and OMVS, shall be referred to herein as Parties or Party), whereby OMVS shall purchase all of the equity interest and ownership in RAD under the following terms and conditions:

1. SR holds 100% of the equity interest and ownership in RAD ("RAD Equity").
2. The Parties agree that OMVS shall purchase from SR the whole of the RAD Equity (the "Transaction") for the consideration set out in Section 6(iii) ("Consideration").
3. The Parties agree and undertake to enter into mutually agreeable definitive agreements ("Definitive Agreement") and any other documents necessary for the closing of the Transaction, within 90 days of the execution of this LOI.
4. The Parties hereby acknowledge and agree that this LOI and the execution of a Definitive Agreement is subject to and contingent upon OMVS having first declared itself satisfied ("Due Diligence Satisfaction") within a period of 60 days from the date of the execution of this LOI ("Due Diligence Satisfaction Deadline") with the results of its due diligence of RAD.
5. SR undertakes to cause the conversion of RAD from a limited liability corporation to a C Corporation as soon as practicable and in any event, no later than the Due Diligence Satisfaction Deadline.
6. Upon conversion into a C Corporation, SR shall serve as CEO and director of RAD.
7. The Parties further agree that prior to the closing of the Transaction each of the Parties shall have obtained all consents and approvals including, without limitation, board of director approval and shareholder consent, as are necessary for the approval of the Transaction, and the execution of all related documents including, without limitation, the Definitive Agreement.
8. The Definitive Agreement will incorporate the Parties' understandings with respect to the terms of the closing of the Transaction, among other things, the following:
 - (i) OMVS shall receive the whole of the RAD Equity;
 - (ii) SR shall deliver to OMVS certificates representing the RAD Equity upon execution of the Definitive Agreement or at such other date as shall be specified by the Parties;
 - (iii) In exchange for the RAD Equity, OMVS shall issue the Consideration to SR, consisting of:
 - a. 3,350,000 shares of Series E Preferred Stock;

b. 2,450 shares of Series F Preferred Stock;

- (iv) OMVS shall deliver the Consideration to SR upon execution of the Definitive Agreement or at such other date as shall be specified by the Parties;
- (v) OMVS will retain its current CEO and Director, Garrett Parsons, and no other director shall be appointed within the context of the closing of the Transaction.
- (vi) SR shall continue to be CEO and Director of RAD;

9. The Parties undertake and guarantee not to enter into, engage in, nor entertain to enter into any change of control or other material transactions independently, with other third parties at any time during the term of this LOI.

- 1 -

10. OMVS represents and warrants the following:

- a. That OMVS has no other authorized or issued classes or series of shares other than common shares, Series E Preferred Stock of which 1,000,000 are currently issued and outstanding, Series F Preferred Stock of which 1,000 are currently issued and outstanding and Series G Preferred Stock of which none are currently issued and outstanding. OMVS undertakes not to issue any additional preferred shares from the signing of this Binding LOI up to and including the closing of the acquisition of RAD by OMVS except as set out in this Binding LOI.
- b. That OMVS has the necessary consent, legal authority and power to execute into this LOI.
- c. The Parties acknowledge that any breach of this Section 10 shall result in irreparable damage to SR and RAD. In the event of any such breach, SR and/or RAD shall be entitled in addition to an initial penalty equal to \$350,000 to be paid by OMVS, to specific performance and immediate injunctive and any and all other relief, by way of monetary damages or any other remedy in equity or at law against OMVS, its affiliates and their respective officers, employees, agents, or other representatives.

11. SR further undertakes and warrants he shall not:

- a. Intentionally take any action that may adversely affect the financial performance and/or financial situation of RAD;
- b. sell, transfer, assign, offer, pledge, contract to sell, transfer or assign, sell any option or contract to purchase, purchase any option or contract to sell, transfer or assign, grant any option or right to purchase, or otherwise transfer, assign or dispose of, directly or indirectly, any of the assets of RAD outside the normal scope of business and/or any portion of the RAD Equity;
- c. enter into any swap or other arrangement that transfers or assigns to another person or entity, in whole or in part, any of the economic benefits, obligations or other consequences of any nature of ownership of any portion of the RAD Equity;
- d. The Parties acknowledge that any breach of this Section 11 shall result in irreparable damage to OMVS. In the event of any such breach, OMVS shall be entitled, in addition to the Automatic Penalty Payment under Section 12 below, to specific performance and immediate injunctive and any and all other relief, by way of monetary damages or any other remedy in equity or at law against SR and/or RAD, its affiliates and their respective officers, employees, agents, or other representatives.

12. The Parties agree that any breach on the part of SR and/or RAD ("Breach") of any of Sections 3,5,9 and/or 11 ("Sections") would result in irreparable damage to OMVS. In the event of any Breach of any of the Sections and, in addition to any other recourse or remedy available to OMVS in equity or law, SR agrees and undertakes to immediately pay or cause RAD to pay to OMVS an initial penalty in an amount equal \$350,000 USD ("Automatic Penalty Payment"). The Automatic Penalty Payment will become due and payable to OMVS immediately upon any Breach.

13. Other than what appears in the public domain, the Parties understand and agree that this LOI, the terms of the Transaction and the negotiations thereof and any other information relating to the contemplated transactions herein, are confidential and shall not be disclosed to any third party, without the express written consent of the Parties.

14. The Parties agree that each Party shall be responsible for and pay for its own expenses including but not limited to legal and accounting fees, regardless of whether or not the contemplated transactions herein is consummated.

15. The Parties agree that this LOI shall be construed and governed by the laws of the State of Nevada. The Parties hereby agree to submit the resolution of any disputes or controversies relating hereto to the Courts of the State of Nevada.

16. The Parties acknowledge the binding nature of this LOI and agree to be bound by the terms of this LOI. This LOI may be signed in one or more counterparts, each of which so signed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

- 2 -

IN WITNESS THEREOF, the Parties agree on the content of this LOI and, as evidence thereof, have signed this LOI on this 10th day of May 2017.

ROBOTIC ASSISTANCE DEVICES LLC.

ON THE MOVE SYSTEMS CORP.

By: /s/ Steven Reinharz

By: /s/:Garrett Parsons

By: Steven Reinharz

Garrett Parsons, CEO

STEVEN REINHARZ

EX-99 4 exhibit_99-1.htm PRESS RELEASE DATED 05-11-2017

Exhibit 99.1

OMVS Enters Into Binding Agreement With Robotic Assistance Devices

Henderson NV, May 11, 2017 -- (MARKET WIRE) – On the Move Systems (OMVS: OTCPK) is pleased to announce that it has entered into a binding letter of intent with Robotic Assistance Devices (RAD - www.roboticassistancedevices.com) to acquire 100% of RAD. According to the binding LOI, RAD and OMVS will enter into a definitive agreement within the next 90 days to consummate the acquisition. “This acquisition is expected to generate significant value for OMVS,” said Garrett Parsons, President and CEO of OMVS, “RAD has tremendous growth opportunity, has a growing backlog of over one million dollars in orders and has garnered significant interest among the Fortune 500 community.”

RAD is specialized in the delivery of artificial intelligence and robotic solutions for operational, security and monitoring needs. RAD is initially targeting the security industry, which uses electronic systems, and approximately 1.1 million security guards in the US. The RAD robot security guard solution combines the best of both solutions to provide superior security at a price that delivers to its clients an immediate ROI.

RAD’s robotic unit is a fully autonomous unmanned ground vehicle that can perform 80% of the tasks of a human security guard at less than half the cost. It incorporates advanced intelligence to augment traditional patrolling services by detecting humans and vehicles while initiating the standard operating procedures much like a human security guard. It operates up to 12 hours without recharging and continuously patrols in any weather environment, including rain, snow, gusty wind and temperatures ranging from -10° F to 125° F. The security robot incorporates automatic obstacle avoidance sensors, two-way audio, panic button and on-board 360 degree video surveillance to create situational awareness much greater than any other type of solution. It integrates with leading video management solutions and supports other business systems for special equipment, sensor integration and advanced software development. Data is also captured and stored in the cloud for long-term data and video retention.

RAD currently has a sales pipeline of over 50 Fortune 500 companies and over 25 qualified dealers and distributors that have a combined customer base of more than 35,000 end user corporations.

For further information please refer to www.sec.gov

CAUTIONARY DISCLOSURE ABOUT FORWARD-LOOKING STATEMENTS

This release contains “forward-looking statements” within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E the Securities Exchange Act of 1934, as amended and such forward-looking statements are made pursuant to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Statements in this news release other than statements of historical fact are “forward-looking statements” that are based on current expectations and assumptions. Forward-looking statements involve risks and uncertainties that could cause actual results to differ materially from those expressed or implied by the statements, including, but not limited to, the following: the ability of On the Move Systems to provide for its obligations, to provide working capital needs from operating revenues, to obtain additional financing needed for any future acquisitions, to meet competitive challenges and technological changes, and other risks. On the Move Systems undertakes no duty to update any forward-looking statement(s) and/or to confirm the statement(s) to actual results or changes in On the Move Systems expectations.

Investor Relations:

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