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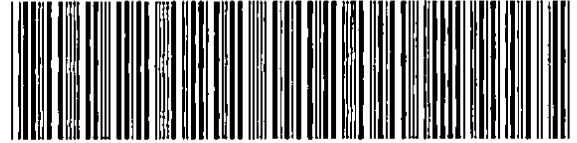
(Business Entity Name)

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02/28/19--01005--017 **35.00

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MAR 05 2019

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XX FILING AMENDMENT

1. NANOFLEX POWER CORPORATION

(CORPORATE NAME AND DOCUMENT #)

2. _____
(CORPORATE NAME AND DOCUMENT #)

3. _____
(CORPORATE NAME AND DOCUMENT #)

4. _____
(CORPORATE NAME AND DOCUMENT #)

5. _____
(CORPORATE NAME AND DOCUMENT #)

6. _____
(CORPORATE NAME AND DOCUMENT #)

SPECIAL INSTRUCTIONS:



FLORIDA DEPARTMENT OF STATE
Division of Corporations

March 1, 2019

CORPORATE ACCESS, INC.
236 EAST 6TH AVENUE
TALLAHASSEE, FL 32303

SUBJECT: NANOFLEX POWER CORPORATION
Ref. Number: P13000009342

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MAR 11 2019
19 MAR -1, AM 11:29

We have received your document for NANOFLEX POWER CORPORATION and your check(s) totaling \$43.75. However, the enclosed document has not been filed and is being returned for the following correction(s):

Please entitle your document Articles of Amendment.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Irene Albritton
Regulatory Specialist II

Letter Number: 919A00004334

Corrected

**ARTICLES OF AMENDMENT
CERTIFICATE OF DESIGNATION OF
SERIES A REDEEMABLE PARTICIPATING CONVERTIBLE PREFERRED STOCK
OF
NANOFLEX POWER CORPORATION**

FILED
2019 FEB 14 4:49:25
CLERK OF THE COURT
JACKSONVILLE, FLORIDA

Pursuant to the provisions of Section 607.0601

of the Florida Business Corporation Act

NanoFlex Power Corporation (the "Corporation"), a corporation organized and validly existing under the Florida Business Corporation Act ("FBCA"), hereby certifies that the following resolutions have been duly adopted by the Corporation's Board of Directors by means of a Unanimous Consent of the Board of Directors executed on February 15, 2019, pursuant to authority conferred upon the Board of Directors by the Corporation's Certificate of Incorporation and the FBCA:

WHEREAS, the Certificate of Incorporation of the Corporation (the "Certificate"), authorizes a class of stock designated as Preferred Stock (the "Preferred Stock"), comprising 100,000,000 shares, par value \$0.0001 per share, provides that such Preferred Stock may be issued from time to time in one or more series, and vests authority in the Board of Directors, within the limitations and restrictions stated in the Certificate, to fix or alter the voting powers, designations, preferences and relative participating, optional or other special rights, rights and terms of redemption, the redemption price or prices and the liquidation preferences of any series of Preferred Stock within the limitations set forth in the Florida Business Corporation Act;

WHEREAS, it is the desire of the Board of Directors to designate one new series of Preferred Stock and to fix the voting powers, designations, preferences and rights, and the qualifications, limitations or restrictions thereof, as provided herein.

NOW, THEREFORE, BE IT RESOLVED, that the Corporation does hereby designate up to 10,000 shares of the authorized but unissued Preferred Stock as Series A Redeemable Participating Convertible Preferred Stock (the "Series A Preferred") and does hereby fix the powers, preferences and relative participating, optional or other special rights and qualifications, limitations or restrictions of the Series A Preferred to be as follows:

SERIES A CONVERTIBLE PREFERRED STOCK

A. Designation. 10,000 shares of the authorized, but undesignated preferred stock, \$0.0001 par value per share, of the Corporation are hereby constituted as a series of the preferred stock designated as "Series A Redeemable Participating Convertible Preferred Stock" ("Series A Preferred"). The date on which the Corporation initially issues any share of Series A Preferred shall be deemed to be its "date of issuance" regardless of the number of times transfer of such share is made on the stock records maintained by or for the Corporation and regardless of the number of certificates which may be issued to evidence such share. The Series A Preferred shall have rights and preferences relative to all other classes and series of the capital stock of the Corporation as set forth herein.

B. Dividends. The holders of Series A Preferred shall be entitled to receive dividends when and as declared by the Board of Directors. No dividends (other than those payable solely in Common Stock) shall be paid on the Common Stock or any class or series of capital stock ranking junior, as to dividends, to the Series A Preferred during any fiscal year of the Corporation until there shall have been paid or declared and set apart during that fiscal year for the holders of the Series A Preferred a dividend in an amount per share equal to (i) the number of shares of Common Stock issuable upon conversion of the Series A Preferred Stock times (ii) the amount per share of the dividend to be paid on the Common Stock.

C. Preference on Liquidation.

1. Upon the occurrence of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary (a "Liquidating Event"), each holder of Series A Preferred then outstanding shall be entitled to receive, out of the assets of the Corporation available for distribution to its stockholders, before any payment shall be made in respect of the Common Stock, or other series of preferred stock then in existence that is outstanding and junior to the Series A Preferred upon liquidation, an amount per share of Series A Preferred equal to three (3) times the price such holder paid to purchase such Series A Preferred (the "Purchase Price") (as adjusted for any stock combination, stock dividend, stock split, recapitalization or other similar transaction occurring after the first date of issuance of the Series A Preferred), plus, accrued and unpaid dividends (the "Preferred Liquidation Preference"). Such Preferred Liquidation Preference shall be secured by a first priority security interest on all of the Corporation's assets. For purposes of this Subsection C.1, the following events shall be deemed a Liquidating Event: (i) a sale, lease, exchange, exclusive license which has the same effect as a sale of all or substantially all of the Corporation's assets or other disposition of all or substantially all of the Corporation's assets in one transaction or a series of related transactions and (ii) a merger, tender offer, reorganization, business combination or other transaction as a result of which (a) holders of the Corporation's issued and outstanding voting securities immediately before such transaction own or control less than a majority of the voting securities of the continuing or surviving entity immediately after such transaction or (b) any of the Series A Preferred is converted into any other property or security (for the avoidance of doubt, other than (1) conversion of the Series A Preferred into Common Stock as provided herein or (2) in connection with an internal restructuring, reorganization, recapitalization or equity financing of the Corporation approved by holders of the Series A Preferred).

2. Written notice of any such Liquidating Event stating a payment date, the place where such payment shall be made and the amount of each payment in liquidation shall be given by first class mail, postage prepaid, not less than ten (10) days prior to the payment date stated therein, to each holder of record of the Series A Preferred at such holder's address as shown in the records of the Corporation. If upon the occurrence of a Liquidating Event, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of the Series A Preferred and all other classes or series of stock ranking on a parity with the Series A Preferred upon liquidation the full amount to which they shall be entitled, the holders of the Series A Preferred shall share ratably with any other such class or series in any distribution of assets according to the amounts that would be payable in respect of the shares held by each of them upon such distribution if all amounts payable on or with respect to said shares were paid in full. Upon the occurrence of a Liquidating Event, in the event the Preferred Liquidation Preference is paid in full, the holders of Series A Preferred shall share ratably with holders of Common Stock in any distribution of any remaining assets of the Corporation.

D. Voting. Except as otherwise expressly provided herein or as required by law, the holders of shares of Series A Preferred shall vote together with the holders of Common Stock as a single class. The holder of each share of Series A Preferred (i) shall be entitled to the number of votes with respect to such share equal to the number of shares of Common Stock into which such share of Series A Preferred could be converted on the record date for the subject vote or written consent (or, if there is no such record date, then on the date that such vote is taken or consent is effective) and (ii) shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation. Fractional votes shall not be permitted, and any fractional voting rights resulting from the above formula (after aggregating all shares of Common Stock into which shares of Series A Preferred held by each holder could be converted) shall be reduced to the nearest whole number.

E. Conversion Rights.

1. *Conversion Price.* Each share of Series A Preferred Stock shall be convertible into shares of the Corporation's common stock, par value \$0.0001 per share (the "Common Stock"), at a conversion price (the "Conversion Price") equal to \$0.10, subject to adjustment as set forth herein. The Conversion Price may not be changed absent written agreement of the Corporation.

2. *Right to Convert.* Each share of Series A Preferred and all accrued and unpaid dividends thereon shall be convertible at the option of the holder thereof, at any time after the issuance of such share, into fully paid and nonassessable shares of Common Stock of the Corporation. The number of shares of Common Stock into which each share of the Series A Preferred may be converted shall be determined by dividing the sum of the Purchase Price of the Series A being converted and any accrued and unpaid dividends by the Conversion Price.

3. *Mechanics of Conversion.*

(i) The holder of any shares of Series A Preferred may exercise the conversion rights as to such shares or any part thereof by delivering to the Corporation during regular business hours, at the office of any transfer agent of the Corporation for the

Series A Preferred, or at the principal office of the Corporation or at such other place as may be designated by the Corporation, the certificate or certificates for the shares to be converted, duly endorsed for transfer to the Corporation or accompanied by a written instrument or instruments of transfer (if required by it), accompanied by written notice stating that the holder elects to convert all or a number of such shares represented by the certificate or certificates. Such notice shall also state such 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. Conversion shall be deemed to have been effected on the date when such delivery is made, and such date is referred to herein as the "Conversion Date." As promptly as practicable thereafter (but in any event within three (3) business days thereafter), the Corporation shall issue and deliver to such holder, at such office or other place designated by the Corporation, a certificate or certificates for the number of full shares of Common Stock to which such holder is entitled and a check for cash with respect to any fractional interest in a share of Common Stock as provided in Subsection E.3 (ii). The holder shall be deemed to have become a stockholder of record on the applicable Conversion Date. Upon conversion of only a portion of the number of shares of Series A Preferred represented by a certificate surrendered for conversion, the Corporation shall issue and deliver to the holder of the certificate so surrendered for conversion, at the expense of the Corporation, a new certificate representing the number of shares of Series A Preferred not so converted.

(ii) No fractional shares of Common Stock or scrip shall be issued upon conversion of shares of Series A Preferred. If more than one share of Series A Preferred shall be surrendered for conversion at any one time by the same holder, the number of full shares of Common Stock issuable upon conversion thereof shall be computed on the basis of the aggregate number of shares of Series A Preferred so surrendered. Instead of any fractional shares of Common Stock that would otherwise be issuable upon conversion of any shares of Series A Preferred, the Corporation shall pay a cash adjustment in respect of such fractional interest equal to the value of such fractional interest based upon the Current Market Price of the Common Stock on the Conversion Date. For purposes of this Subsection E.3(ii), the "Current Market Price" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the closing sale price per share of the Common Stock for such date (or the nearest preceding date) on the primary Trading Market or exchange on which the Common Stock is then listed or quoted; (b) if prices for the Common Stock are then reported in the "Pink Sheets" published by the Pink Sheets, LLC (or a similar organization or agency succeeding to its functions of reporting prices), the most recent sale price per share of the Common Stock so reported; or (c) in all other cases, the fair market value of a share of Common Stock as determined by an independent qualified appraiser selected in good faith and paid for by the Investor. Notwithstanding the foregoing, if there is no reported closing price, last reported sales price, or bid and ask prices, as the case may be, for the day in question, then the Current Market Price shall be determined as of the latest date prior to such day for which such closing price, last reported sales price, or bid and ask prices, as the case may be, are available, unless such securities have not been traded on an exchange or in the over-the-counter market for 30 or more days immediately prior to the day in question, in which case the Current Market Price shall be determined in good faith by, and reflected in a formal resolution of, the Board of Directors of the Corporation. For purposes hereof, "Trading Market" means any of the following markets or exchanges on

which the Common Stock is listed or quoted for trading on the date in question: the NYSE MKT, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, the OTCQB, the OTCQX or the OTC Pink (or any successors to any of the foregoing).

(iii) The Corporation shall pay any and all issue and other taxes that may be payable in respect of any issue or delivery of shares of Common Stock on conversion of Series A Preferred pursuant hereto. The Corporation shall not, however, be required to pay any tax that 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 Series A Preferred so converted was registered, and no such issue or delivery shall be made unless and until the person requesting such issue has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

(iv) The Corporation shall use its reasonable best efforts to reserve and keep available, out of its authorized but unissued Common Stock, solely for the purpose of effecting the conversion of Series A Preferred, the full number of shares of Common Stock deliverable upon the conversion of all Series A Preferred from time to time outstanding. The Corporation shall from time to time use its best efforts to obtain necessary director and stockholder approvals, in accordance with the laws of the State of Florida, to increase the authorized amount of its Common Stock if at any time the authorized amount of its Common Stock remaining unissued shall not be sufficient to permit the conversion of all of the shares of Series A Preferred at the time outstanding, and shall take all such actions as are necessary to increase such authorized amount of Common Stock upon obtaining such approvals.

(v) If any shares of Common Stock to be reserved for the purpose of conversion of shares of Series A Preferred require registration or listing with, or approval of, any governmental authority, stock exchange or other regulatory body under any federal or state law or regulation or otherwise, before such shares may be validly issued or delivered upon conversion, the Corporation will in good faith and as expeditiously as possible endeavor to secure such registration, listing or approval, as the case may be.

(vi) Assuming there are a sufficient number of authorized shares of Common Stock available for issuance, all shares of Common Stock that may be issued upon conversion of the shares of Series A Preferred will upon issuance by the Corporation be validly issued, fully paid and nonassessable and free from all taxes, liens and charges with respect to the issuance thereof.

(vii) The Corporation will not, by amendment of the Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all of the provisions of this Section E and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of the Series A Preferred against impairment.

(viii) Assuming there are a sufficient number of authorized shares of Common Stock available for issuance upon such conversion, if by the third trading day after a Conversion Date the Corporation fails to deliver the required number of shares of Common Stock underlying the Series A Preferred in the manner required pursuant to this Subsection E.3, then the applicable holder of Series A Preferred will have the right to rescind such conversion.

(ix) Assuming there are a sufficient number of authorized shares of Common Stock available for issuance upon such conversion, if by the third (3rd) trading day after a Conversion Date the Corporation fails to deliver the required number of shares of Common Stock underlying the Series A Preferred in the manner required pursuant to this Subsection E.3, and if after such third (3rd) trading day and prior to the receipt of such shares of Common Stock, shares of Common Stock are purchased by or for the account of the applicable holder of Series A Preferred (in an open market transaction or otherwise) to deliver in satisfaction of a sale by such holder of the underlying shares of Common Stock which such holder anticipated receiving upon such conversion (a "Buy-In"), then the Corporation shall (1) pay in cash to such holder the amount by which (x) such holder's total purchase price (including brokerage commissions, if any) for the shares of Common Stock so purchased exceeds (y) the amount obtained by multiplying (A) the number of underlying shares of Common Stock that the Corporation was required to deliver to such holder in connection with such conversion by (B) the closing price of the Common Stock on the Conversion Date and (2) at the option of such holder, either reinstate the number of shares of Series A Preferred for which such conversion was not honored or deliver to such holder the number of shares of Common Stock that would have been issued had the Corporation timely complied with its conversion and delivery obligations hereunder. Any such holder of Series A Preferred shall provide the Corporation written notice indicating the amounts payable to such holder in respect of the Buy-In.

F. Mandatory Redemption upon Bankruptcy Triggering Event. Notwithstanding anything to the contrary herein, and notwithstanding any conversion that is then required or in process, upon any Bankruptcy Triggering Event, the Corporation shall immediately redeem, in cash, each of the Series A Preferred then outstanding at the Preferred Liquidation Preference, without the requirement for any notice or demand or other action by the holder of Series A Preferred or any other person or entity, provided that such holder may, in its sole discretion, waive such right to receive payment upon a Bankruptcy Triggering Event, in whole or in part, and any such waiver shall not affect any other rights of such holder or any other holder hereunder, including any other rights in respect of such Bankruptcy Triggering Event, any right to conversion, and any right to payment of the Preferred Liquidation Preference. Such mandatory redemption right shall be secured by a first priority security interest on all of the Corporation's assets. For purposes hereof, "Bankruptcy Triggering Event" means, (i) bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings for the relief of debtors shall be instituted by or against the Corporation and, if instituted against the Corporation by a third party, shall not be dismissed within ninety (90) days of their initiation, (ii) the commencement by the Corporation of a voluntary case or proceeding under any applicable federal, state or foreign bankruptcy, insolvency, reorganization or other similar law or of any other case or proceeding to be adjudicated a bankrupt or insolvent, or the consent by it to the entry of a decree, order, judgment or other similar document in respect of the Corporation in an

involuntary case or proceeding under any applicable federal, state or foreign bankruptcy, insolvency, reorganization or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under any applicable federal, state or foreign law, or the consent by it to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Corporation or of any substantial part of its property, or the making by it of an assignment for the benefit of creditor, or the execution of a composition of debts, or the occurrence of any other similar federal, state or foreign proceeding, or the admission by it in writing or its inability to pay its debts generally as they become due, the taking of corporate action by the Corporation in furtherance of any such action or the taking of any action by any person or entity to commence a Uniform Commercial Code foreclosure sale or any other similar action under federal, state or foreign law or (iii) the entry by a court of (a) a decree, order, judgment or other similar document in respect of the Corporation of a voluntary or involuntary case or proceeding under any applicable federal, state or foreign bankruptcy, insolvency, reorganization or other similar law or (b) a decree, order, judgment or other similar document adjudging the Corporation as bankrupt or insolvent, or approving as properly filed a petition seeking liquidation, reorganization, arrangement, adjustment or composition of or in respect of the Company or any Subsidiary under any applicable federal, state or foreign law or (c) a decree, order, judgment or other similar document appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Company or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree, order, judgment or other similar document or any such other decree, order, judgment or other similar document unstayed and in effect for a period of ninety (90) consecutive days.

G. Participation Rights. So long as at least 50% of the Series A Preferred issued remains outstanding, if at any time the Corporation grants, issues or sells any Common Stock or any other securities of the Corporation that would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock ("Common Stock Equivalents") or rights to purchase stock, warrants or equity securities to any person or entity (the "Purchase Rights"), then the holders of Series A Preferred will be entitled to acquire, upon the terms applicable to such Purchase Rights, ratably, the aggregate Purchase Rights which such holder could have acquired if the holder had held the number of shares of Common Stock acquirable upon complete conversion of such holder's Series A Preferred immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights.

H. Subsequent Equity Sales. If at any time, while the Series A Preferred is outstanding, the Corporation enters into (without the prior written consent of the holders of Series A Preferred), a transaction involving the sale or grant of any option to purchase or sells or grants any right to reprice, or otherwise disposes of or issues (or announces any sale, grant or any option to purchase or other disposition), any Common Stock or Common Stock Equivalents entitling any person or entity to acquire shares of Common Stock at a determinable effective price per share that is lower than the Conversion Price (such lower price, the "Base Conversion Price" and such issuances, collectively, a "Dilutive Issuance") (if the holder of the Common Stock or Common Stock Equivalents so issued as part of such transaction shall at any time,

whether by operation of purchase price adjustments, reset provisions, floating conversion, exercise or exchange prices or otherwise, or due to warrants, options or rights per share which are issued in connection with such issuance, be entitled to receive shares of Common Stock at a determinable effective price per share that is lower than the Conversion Price, such issuance shall be deemed to have occurred for less than the Conversion Price on such date of Dilutive Issuance), then the Conversion Price shall be reduced to equal the Base Conversion Price. Such adjustment shall be made whenever such Common Stock or Common Stock Equivalents are issued and the Base Conversion Price is determinable. Notwithstanding the foregoing, no adjustment will be made under this Section H in respect of an "Exempt Issuance." For the purposes hereof, an Exempt Issuance shall consist of any issuance pursuant to (i) existing warrants and options, (ii) employee options approved by the Corporation's Board of Directors and (iii) strategic business transactions. The Corporation shall notify the holders of Series A Preferred in writing, no later than the trading day following the issuance of any Common Stock or Common Stock Equivalents subject to this Section H, indicating therein the applicable issuance price, or applicable reset price, exchange price, conversion price and other pricing terms (such notice, the "Dilutive Issuance Notice").

I. Amendment; Waiver. Any term of the Series A Preferred may be amended or waived upon the written consent of the Corporation and the holders of a majority-in-interest of all the Series A Preferred then outstanding, voting together as a single class; provided, however, that the right to convert the Series A Preferred may not be altered or waived, without the written consent of the holders of all of the Series A Preferred then outstanding; and provided, further, that no such amendment or waiver may adversely affect the rights of any holder without such holder's written consent.

J. Action By Holders. Any action or consent to be taken or given by the holders of the Series A Preferred may be given either at a meeting of the holders of the Series A Preferred called and held for such purpose or by written consent.

IN WITNESS WHEREOF, NanoFlex Power Corporation has caused this Certificate to be signed by Dean L. Ledger, its Chief Executive Officer, this 15 day of February 2019.

NANOFLEX POWER CORPORATION

By: Dean L. Ledger
Name: Dean L. Ledger
Title: CEO