

P13000098457

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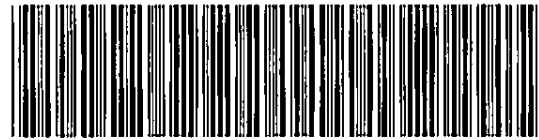
\_\_\_\_\_  
(Business Entity Name)

\_\_\_\_\_  
(Document Number)

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**COVER LETTER**

TO: Amendment Section  
Division of Corporations

NAME OF CORPORATION: YUKA GROUP, INC.

DOCUMENT NUMBER: P13000088457

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Meir Avitan

Name of Contact Person

Yuka Group, Inc.

Firm/ Company

1815 NE 144th Street

Address

North Miami, FL 33181

City/ State and Zip Code

miko@yukacom.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Meir Avitan

Name of Contact Person

at ( 786 ) 205-6456

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

☐ \$35 Filing Fee

☒ \$43.75 Filing Fee &  
Certificate of Status

☐ \$43.75 Filing Fee &  
Certified Copy  
(Additional copy is  
enclosed)

☐ \$52.50 Filing Fee  
Certificate of Status  
Certified Copy  
(Additional Copy  
is enclosed)

**Mailing Address**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address**

Amendment Section  
Division of Corporations  
The Centre of Tallahassee  
2415 N. Monroe Street, Suite 810  
Tallahassee, FL 32303

Articles of Amendment  
to  
Articles of Incorporation  
of

YUKA GROUP, INC.

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

P13000088457

(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**)

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

**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: \_\_\_\_\_, Florida \_\_\_\_\_  
(City) (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.

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

**E. If amending or adding additional Articles, enter change(s) here:**

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

See attached. On October 14, 2014, the Corporation filed Articles of Amendment which, among other matters, set forth the rights and privileges for the "Series A Convertible Preferred Shares of the Corporation".

On November 25, 2019 the Corporation filed Articles of Amendment which amended the rights and privileges of the "Series A Convertible Preferred Shares of the Corporation" but was incorrectly titled as the "Amended Certificate of Designation of Series A Preferred Stock". On May 20, 2021, the Corporation filed Articles of Amendment which, among other things, amended the rights and privileges of the "Series A Convertible Preferred Shares of the Corporation" but was incorrectly titled as the "Amended Certificate of Designation of the Preferences, Rights, Limitations, Qualifications and Restrictions of the Series A Convertible Preferred Stock" of the Corporation. The attached "Amended and Restated Certificate of Rights and Privileges for Series A Convertible Preferred Shares of Yuka Group Inc." hereby amends and restates in their entirety, to the extent required, each of the documents dated October 14, 2014, November 25, 2019 and May 20, 2021 with respect to the rights and privileges for the Series A Convertible Preferred Shares of the Corporation to amend and restate such rights and privileges thereof in their entirety.

**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)*

July 21, 2021

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.

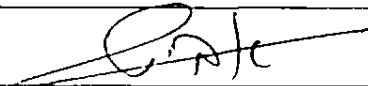
☒ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.

☐ 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)

July 21, 2021  
Dated \_\_\_\_\_

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)

Meir Avitan  
\_\_\_\_\_  
(Typed or printed name of person signing)

President and CEO  
\_\_\_\_\_  
(Title of person signing)

AMENDED AND RESTATED CERTIFICATE OF THE RIGHTS AND PRIVILEGES  
FOR  
SERIES A CONVERTIBLE PREFERRED SHARES OF  
YUKA GROUP INC.

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Yuka Group Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the Florida Business Corporation Act (the "Act"), does hereby certify that pursuant to the provisions of Sections 607.0821, 607.0602 and 607.0603 of the Act, the Corporation hereby states as follows:

1. The name of the corporation is Yuka Group Inc.
2. This Amended and Restated Certificate of the Rights and Privileges for Series A Convertible Preferred Shares of Yuka Group Inc. was duly adopted by the Board of Directors of the Corporation, pursuant to its unanimous written consent, and thereafter was approved by a majority of the voting power of the Corporation via a written consent and by a majority of the voting power of the Series A Convertible Series A Stock of Yuka Group Inc., in each case on July 21, 2021.
3. The amendment is as set forth below and amends and restates the Certificate of Designation of the Series A Convertible Preferred Shares of the Corporation in its entirety to provide as follows:

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Section 1. Designation and Amount. Yuka Group, Inc. (the "Company") has five hundred million (500,000,000) shares of common stock, par value \$0.001 per share (the "Common Stock") authorized and One Hundred Sixty-Five Million (165,000,000) shares of preferred stock, \$0.001 par value per share (the "Preferred Stock") authorized. Five Million (5,000,000) shares of the Preferred Stock are hereby designated as the Series A Convertible Preferred Shares of the Company (the "Series A Stock"), having the rights and preferences as set forth in this Amended and Restated Certificate of the Rights and Privileges for Series A Convertible Series A Stock of Yuka Group Inc. (this "Certificate of Designations"). A holder of Series A Stock shall be referred to as a "Holder".

Section 2. Rank. The Series A Stock shall rank senior to all of the Common Stock and to all other classes or series of capital stock of the Company.

Section 3. Conversion Rights.

- (a) Holders' Conversion Right. Subject to the provisions of Section 3(e), at any time or times on or after the Initial Issuance Date, each Holder shall be entitled to convert any whole number of shares of Series A Stock into validly issued, fully paid and non-assessable shares of Common Stock accordance with Section 3(c) at the Conversion Rate (as defined below).

- (b) Conversion Rate. The number of validly issued fully paid and non-assessable shares of Common Stock issuable upon conversion of each share of Series A Stock pursuant to Section 3(a) shall be eighty (80) shares of common stock for each one (1) share of Series A Stock, subject to adjustment as set forth herein (as in effect from time to time, the "Conversion Rate"). No fractional shares of Common Stock shall be issued upon the conversion of any Series A Stock. If any conversion would result in the issuance of a fraction of a share of Common Stock, the Company shall round such fraction of a share of Common Stock up to the nearest whole share of Common Stock.
- (c) Mechanics of Conversion. The conversion of each share of Series A Stock shall be conducted in the following manner:
- (i) Holder's Conversion. To convert Series A Stock into validly issued, fully paid and non-assessable shares of Common Stock, on any date (a "Conversion Date"), a Holder shall deliver (whether via facsimile or otherwise), for receipt on or prior to 11:59 p.m., New York time, on such date, a copy of an executed notice of conversion of the share(s) of Series A Stock subject to such conversion in the form attached hereto as Exhibit I (the "Conversion Notice") to the Company. If required by Section 3(c)(vi), within five (5) Trading Days following a conversion of any such Series A Stock as aforesaid, such Holder shall surrender to a nationally recognized overnight delivery service for delivery to the Company the original certificates representing the share(s) of Series A Stock (the "Preferred Share Certificates") so converted as aforesaid.
  - (ii) Company's Response. On or before the first (1st) Trading Day following the date of receipt of a Conversion Notice, the Company shall transmit by facsimile or email transmission which must be confirmed with a facsimile transmission an acknowledgment of confirmation of receipt of such Conversion Notice to such Holder and the Company's transfer agent (the "Transfer Agent"), which confirmation shall constitute an instruction to the Transfer Agent to process such Conversion Notice in accordance with the terms herein with respect to the shares of Common Stock. On or before the second (2nd) Trading Day following the date of receipt by the Company of such Conversion Notice, the Company shall (1) provided that (x) the Transfer Agent is participating in the Depository Trust Company ("DTC") Fast Automated Securities Transfer Program and (y) the shares of Common Stock to be so issued are otherwise eligible for resale pursuant to Rule 144 promulgated under the Securities Act of 1933, as amended ("Act"), credit such aggregate number of shares of Common Stock to which such Holder shall be entitled to such Holder's or its designee's balance account with DTC through its Deposit/Withdrawal at Custodian system, or (2) if either of the immediately preceding clauses (x) or (y) are not satisfied, issue and deliver (via reputable overnight courier) to the address as specified in such Conversion Notice, a certificate, registered in the name of such Holder or its designee, for the number of shares of Common Stock to which such Holder shall be entitled. If the number of shares of Series A Stock represented by the Preferred Share Certificate(s) submitted for conversion



pursuant to Section 3(c)(vi) is greater than the number of Series A Stock being converted, then the Company shall if requested by such Holder, as soon as practicable and in no event later than three (3) Trading Days after receipt of the Preferred Share Certificate(s) and at its own expense, issue and deliver to such Holder (or its designee) a new Preferred Share Certificate representing the number of Series A Stock not converted.

- (iii) Record Holder. The Person or Persons entitled to receive the shares of Common Stock issuable upon a conversion of Series A Stock shall be treated for all purposes as the record holder or holders of such shares of Common Stock on the Conversion Date.
- (iv) Company's Failure to Timely Convert. If the Company shall fail, for any reason or for no reason, to issue to a Holder within three (3) Trading Days after the Company's receipt of a Conversion Notice (whether via facsimile or otherwise) (the "Share Delivery Deadline"), a certificate for the number of shares of Common Stock to which such Holder is entitled and register such shares of Common Stock on the Company's share register or to credit such Holder's or its designee's balance account with DTC for such number of shares of Common Stock to which such Holder is entitled upon such Holder's conversion of any Series A Stock (as the case may be) (a "Conversion Failure"), then, in addition to all other remedies available to such Holder, such Holder, upon written notice to the Company, may void its Conversion Notice with respect to, and retain or have returned (as the case may be) any Series A Stock that have not been converted pursuant to such Holder's Conversion Notice, provided that the voiding of a Conversion Notice shall not affect the Company's obligations to make any payments which have accrued prior to the date of such notice pursuant to the terms of this Certificate of Designations or otherwise. In addition to the foregoing, if within three (3) Trading Days after the Company's receipt of a Conversion Notice (whether via facsimile or otherwise), the Company shall fail to issue and deliver a certificate to such Holder and register such shares of Common Stock on the Company's share register or credit such Holder's or its designee's balance account with DTC for the number of shares of Common Stock to which such Holder is entitled upon such Holder's conversion hereunder (as the case may be), and if on or after such third (3rd) Trading Day such Holder purchases (in an open market transaction or otherwise) shares of Common Stock to deliver in satisfaction of a sale by such Holder of all or any portion of the number of shares of Common Stock, or a sale of a number of shares of Common Stock equal to all or any portion of the number of shares of Common Stock, issuable upon such conversion that such Holder so anticipated receiving from the Company, then, in addition to all other remedies available to such Holder, the Company shall, within three (3) Business Days after such Holder's request, which request shall include reasonable documentation of all fees, costs and expenses, and in such Holder's discretion, either (i) pay cash to such Holder in an amount equal to such Holder's total purchase price (including brokerage commissions and other out-of-pocket expenses, if any) for the shares of

Common Stock so purchased (including, without limitation, by any other Person in respect, or on behalf, of such Holder) (the "Buy-In Price"), at which point the Company's obligation to so issue and deliver such certificate or credit such Holder's balance account with DTC for the number of shares of Common Stock to which such Holder is entitled upon such Holder's conversion hereunder (as the case may be) (and to issue such shares of Common Stock) shall terminate, or (ii) promptly honor its obligation to so issue and deliver to such Holder a certificate or certificates representing such shares of Common Stock or credit such Holder's balance account with DTC for the number of shares of Common Stock to which such Holder is entitled upon such Holder's conversion hereunder (as the case may be) and pay cash to such Holder in an amount equal to the excess (if any) of the Buy-In Price over the product of (A) such number of shares of Common Stock multiplied by (B) the lowest Closing Sale Price of the Common Stock on any Trading Day during the period commencing on the date of the applicable Conversion Notice and ending on the date of such issuance and payment under this clause (ii). In addition to Holder's other available remedies, the Company shall pay to Holder, in cash, as partial liquidated damages and not as a penalty, for each \$1,000 of shares of Common Stock (based on the aggregate Conversion Rate of the Series A Stock for which conversion had been requested, \$10 per Trading Day for each Trading Day following the Share Delivery Deadline and increasing to \$20 per Trading Day after the fifth Trading Day until such shares of Common Stock are delivered and registered. Nothing herein shall limit Holder's right to pursue actual damages for the Company failure to timely deliver certificates representing Common Stock as required hereby and Holder shall have the right to pursue all remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief. Further, in the event the Company refuses to honor any Conversion or makes it known it will not honor any Conversion (the "Conversion Default Date"), the Holder will be entitled to damages at the higher of: (i) actual provable damages; or (ii) an amount determined as the product of  $N \times H$ , where N is the number of shares that would have been issued upon full conversion Series A Stock held by the Holder on the Conversion Default Date and H is the highest sale price of the Common Stock during the time the Company fails or refuses to honor any Conversion.

- (v) Pro Rata Conversion. In the event the Company receives a Conversion Notice from more than one Holder, if applicable, for the same Conversion Date and the Company can convert some, but not all, of such Series A Stock submitted for conversion due to the number of authorized but unissued shares of Common Stock available for issuance, the Company shall convert from each Holder electing to have Series A Stock converted on such date a pro rata amount of such Holder's Series A Stock submitted for conversion on such date based on the number of Series A Stock submitted for conversion on such date by such Holder relative to the aggregate number of Series A Stock submitted for conversion on such date. In the event of a

dispute as to the number of shares of Common Stock issuable to a Holder in connection with a conversion of Series A Stock, the Company shall issue to such Holder the number of shares of Common Stock not in dispute.

- (vi) Book-Entry. Notwithstanding anything to the contrary set forth in this Section 3, upon conversion of any Series A Stock in accordance with the terms hereof, no Holder thereof shall be required to physically surrender the certificate representing the Series A Stock to the Company following conversion thereof unless (A) the full or remaining number of Series A Stock represented by the certificate are being converted (in which event such certificate(s) shall be delivered to the Company as contemplated by this Section 3(c)(vi) or (B) such Holder has provided the Company with prior written notice (which notice may be included in a Conversion Notice) requesting reissuance of Series A Stock upon physical surrender of any Series A Stock. Each Holder and the Company shall maintain records showing the number of Series A Stock so converted by such Holder and the dates of such conversions or shall use such other method, reasonably satisfactory to such Holder and the Company, so as not to require physical surrender of the certificate representing the Series A Stock upon each such conversion. In the event of any dispute or discrepancy, such records of such Holder establishing the number of Series A Stock to which the record holder is entitled shall be controlling and determinative in the absence of manifest error. A Holder and any transferee or assignee, by acceptance of a certificate, acknowledge and agree that, by reason of the provisions of this paragraph, following conversion of any Series A Stock, the number of Series A Stock represented by such certificate may be less than the number of Series A Stock stated on the face thereof. Each certificate for Series A Stock shall bear the following legend:

ANY TRANSFEREE OR ASSIGNEE OF THIS CERTIFICATE SHOULD CAREFULLY REVIEW THE TERMS OF THE CORPORATION'S CERTIFICATE OF DESIGNATIONS RELATING TO THE SHARES OF SERIES A PREFERRED STOCK REPRESENTED BY THIS CERTIFICATE, INCLUDING SECTION 5(c)(vi) THEREOF. THE NUMBER OF SHARES OF SERIES A PREFERRED STOCK REPRESENTED BY THIS CERTIFICATE MAY BE LESS THAN THE NUMBER OF SHARES OF SERIES A PREFERRED STOCK STATED ON THE FACE HEREOF PURSUANT TO SECTION 5(c)(vi) OF THE CERTIFICATE OF DESIGNATIONS RELATING TO THE SHARES OF SERIES A PREFERRED STOCK REPRESENTED BY THIS CERTIFICATE.

- (d) Taxes. The Company shall pay any and all documentary, stamp, transfer (but only in respect of the registered holder thereof), transfer agent fees, issuance and other similar taxes that may be payable with respect to the issuance and delivery of shares of Common Stock upon the conversion of Series A Stock.

- (c) Limitation on Beneficial Ownership. Notwithstanding anything to the contrary contained in this Certificate of Designations, the Series A Stock held by a Holder shall not be convertible by such Holder, and the Company shall not affect any conversion of any Series A Stock held by such Holder, to the extent (but only to the extent) that such Holder or any of its affiliates would beneficially own in excess of 9.99% (the "Maximum Percentage") of the Common Stock. To the extent the above limitation applies, the determination of whether the Series A Stock held by such Holder shall be convertible (vis-à-vis other convertible, exercisable or exchangeable securities owned by such Holder or any of its affiliates) and of which such securities shall be convertible, exercisable or exchangeable (as among all such securities owned by such Holder and its affiliates) shall, subject to such Maximum Percentage limitation, be determined on the basis of the first submission to the Company for conversion, exercise or exchange (as the case may be). No prior inability of a Holder to convert Series A Stock, or of the Company to issue shares of Common Stock to such Holder, pursuant to this Section 3(e) shall have any effect on the applicability of the provisions of this Section 3(e) with respect to any subsequent determination of convertibility or issuance (as the case may be). For purposes of this Section 3(e), beneficial ownership and all determinations and calculations (including, without limitation, with respect to calculations of percentage ownership) shall be determined in accordance with Section 13(d) of the 1934 Act and the rules and regulations promulgated thereunder. The provisions of this Section 3(e) shall be implemented in a manner otherwise than in strict conformity with the terms of this Section 3(e) to correct this Section 3(e) (or any portion hereof) which may be defective or inconsistent with the intended Maximum Percentage beneficial ownership limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such Maximum Percentage limitation. The limitations contained in this Section 3(e) shall apply to a successor holder of Series A Stock. For any reason at any time, upon the written or oral request of a Holder, the Company shall within one (1) Business Day confirm orally and in writing to such Holder the number of shares of Common Stock then outstanding, including by virtue of any prior conversion or exercise of convertible or exercisable securities into Common Stock, including, without limitation, pursuant to this Certificate of Designations or securities issued pursuant to the other Transaction Documents. By written notice to the Company, and with all Holders approval any Holder may waive the Maximum Percentage or increase or decrease the Maximum Percentage to any other percentage specified in such notice; provided that (i) any such increase will not be effective until the 61<sup>st</sup> day after such notice is delivered to the Company, and (ii) any such increase or decrease will apply only to such Holder sending such notice and not to any other Holder.

#### Section 4. Adjustments.

- (a) Adjustment of Conversion Rate upon Subdivision or Combination of Common Stock. Without limiting any provision with respect to any unconverted shares, if the Company at any time on or after the Initial Issuance Date subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its outstanding shares of Common Stock into a greater number of shares, the Conversion Rate for any unconverted shares in effect immediately prior to such subdivision will be proportionately reduced. Without limiting any provision with respect to any unconverted shares, if the Company at any time on or after the Initial Issuance Date

combines (by combination, reverse stock split or otherwise) one or more classes of its outstanding shares of Common Stock into a smaller number of shares, the Conversion Rate for any unconverted shares in effect immediately prior to such combination will be proportionately increased. Any adjustment pursuant to this Section 4 shall become effective immediately after the effective date of such subdivision or combination. If any event requiring an adjustment under this Section 4 occurs during the period that a Conversion Rate is calculated hereunder, then the calculation of such Conversion Rate shall be adjusted appropriately to reflect such event.

- (b) Replacement Securities. In the event that, prior to any conversion hereunder, the shares of Common Stock are converted into another class of securities of the Company or any successor entity to the Company, whether by way of merger, reorganization, reincorporation or otherwise (the "Replacement Securities"), any reference herein to the Common Stock (whether standing alone or as part of another defined term herein) shall be deemed a reference to such Replacement Securities. In the event that, prior to any conversion hereunder, the Company completes a merger or share exchange with another entity (a "Share Exchange") wherein all of the issued and outstanding shares of Common Stock are exchanged for equity interests in the other entity (the "Exchanged Securities"), any reference herein to the Common Stock (whether standing alone or as part of another defined term herein) shall be deemed a reference to such Exchanged Securities.

Section 5. Authorized Shares. If, and not in limitation thereof, at any time while any of the Series A Stock remain outstanding the Company does not have a sufficient number of authorized and unissued shares of Common Stock to satisfy its obligation to have available for issuance upon conversion of the Series A Stock at least a number of shares of Common Stock equal to the Required Amount (an "Authorized Share Failure"), then the Company shall immediately take all reasonable action necessary to increase the Company's authorized shares of Common Stock to an amount sufficient to allow the Company to reserve and have available the Required Amount for all of the Series A Stock then outstanding. Without limiting the generality of the foregoing sentence, as soon as practicable after the date of the occurrence of an Authorized Share Failure, but in no event later than sixty (60) days after the occurrence of such Authorized Share Failure, the Company shall hold a meeting of its stockholders for the approval of an increase in the number of authorized shares of Common Stock. In connection with such meeting, the Company shall provide each stockholder with a proxy statement and shall use its best efforts to solicit its stockholders' approval of such increase in authorized shares of Common Stock and to cause its Board of Directors to recommend to the stockholders of the Company that they approve such proposal.

Section 6. Voting Rights. Each share of Series A Stock shall have a number of votes equal to the number of shares of Common Stock into which such share of Series A Stock is then convertible and shall vote with the Common Stock on any such matter submitted to the Common Stock for a vote, as one class, and not subject to the ownership limitations specified in Section 3(e). In the event that, pursuant to the FBCA or this Certificate of Designations, any approval or vote is required by the Series A Stock as a class, each share of Series A Stock shall have one vote in any such vote of the Series A Stock. Holders shall be entitled to written notice of all stockholder meetings or written consents (and copies of proxy materials and other information sent to stockholders) with respect to which they would be entitled by vote, which notice would be provided pursuant to the Company's bylaws and the FBCA.

Section 7. Liquidation, Dissolution, Winding-Up. In the event of a Liquidation Event, the Series A Stock shall participate with the Common Stock with respect to any distributions or other payments to the Common Stock, on an as-converted basis but without any conversion of the Series A Stock being required, and without application of the limitations on conversions as set forth in Section 3(e). The intent and operation of this Section 7 shall be that the Series A Stock shall receive such amounts as would be paid to the Common Stock into which such Series A Stock is convertible, had the Series A Stock been converted to Common Stock (without application of the limitations on conversions as set forth in Section 3(e)) immediately prior to the record date for such payment or distribution. Payments under the preceding sentence shall be made concurrently with the dividend or distribution to the holders of shares of Common Stock. To the extent necessary, the Company shall cause such actions to be taken by each of its Subsidiaries so as to enable, to the maximum extent permitted by law, the proceeds of a Liquidation Event to be distributed to the Holders in accordance with this Section 7.

Section 8. Participation and Additional Dividends.

- (a) In the event that the Company declares any dividends or distributions on the Common Stock, the Holders shall, as holders of Series A Stock, be entitled to receive such dividends paid and distributions made to the holders of shares of Common Stock on an as-converted basis but without any conversion of the Series A Stock being required, and without application of the limitations on conversions as set forth in Section 3(e). The intent and operation of this Section 8(a) shall be that the Series A Stock shall receive the same dividends and other distributions as would be paid to the Common Stock into which such Series A Stock is convertible, had the Series A Stock been converted to Common Stock (without application of the limitations on conversions as set forth in Section 3(e)) immediately prior to the record date for such payment or distribution. Payments under the preceding sentence shall be made concurrently with the dividend or distribution to the holders of shares of Common Stock (provided, however, to the extent that a Holder's right to participate in any such dividend or distribution would result in such Holder exceeding the Maximum Percentage, then such Holder shall not be entitled to participate in such dividend or distribution to such extent (or the beneficial ownership of any such shares of Common Stock as a result of such dividend or distribution to such extent) and such dividend or distribution to such extent shall be held in abeyance for the benefit of such Holder until such time, if ever, as its right thereto would not result in such Holder exceeding the Maximum Percentage).
- (b) The Company may also elect to declare and pay dividends on the Series A Stock, as the Series A Stock, as determined by the Company.

Section 9. Vote to Change the Terms of Series A Stock. In addition to any other rights provided by law, except where the vote or written consent of the holders of a greater number of shares is required by law or by another provision of the Articles of Incorporation, without first obtaining the affirmative vote of the Required Holders, at a meeting duly called for such purpose or the written consent without a meeting of the Required Holders, voting together as a single class, the Company shall not: (a) amend or repeal any provision of, or add any provision to, its Articles of Incorporation or bylaws, amend this Certificate of Designations or file any other certificate of

designations or certificate of amendment, if such action would materially and adversely alter or change in any respect the preferences, rights, privileges or powers, or restrictions provided for the benefit, of the Series A Stock, regardless of whether any such action shall be by means of amendment to the Articles of Incorporation or by merger, consolidation or otherwise; or (b) without limiting any provisions of this Section 9, whether or not prohibited by the terms of the Series A Stock, circumvent a right of the Series A Stock.

Section 10. Lost or Stolen Certificates. Upon receipt by the Company of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of any certificates representing Series A Stock (as to which a written certification and the indemnification contemplated below shall suffice as such evidence), and, in the case of loss, theft or destruction, of an indemnification undertaking by the applicable Holder to the Company in customary and reasonable form and, in the case of mutilation, upon surrender and cancellation of the certificate(s), the Company shall execute and deliver new certificate(s) of like tenor and date.

Section 11. Remedies, Characterizations, Other Obligations, Breaches and Injunctive Relief. The remedies provided in this Certificate of Designations shall be cumulative and in addition to all other remedies available under this Certificate of Designations and any of the other Transaction Documents, at law or in equity (including a decree of specific performance and/or other injunctive relief), and no remedy contained herein shall be deemed a waiver of compliance with the provisions giving rise to such remedy. Nothing herein shall limit any Holder's right to pursue actual and consequential damages for any failure by the Company to comply with the terms of this Certificate of Designations. The Company covenants to each Holder that there shall be no characterization concerning this instrument other than as expressly provided herein. Amounts set forth or provided for herein with respect to payments, conversion and the like (and the computation thereof) shall be the amounts to be received by a Holder and shall not, except as expressly provided herein, be subject to any other obligation of the Company (or the performance thereof). The Company acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holders and that the remedy at law for any such breach may be inadequate. The Company therefore agrees that, in the event of any such breach or threatened breach, each Holder shall be entitled, in addition to all other available remedies, to an injunction restraining any such breach or any such threatened breach, without the necessity of showing economic loss and without any bond or other security being required, to the extent permitted by applicable law. The Company shall provide all information and documentation to a Holder that is requested by such Holder to enable such Holder to confirm the Company's compliance with the terms and conditions of this Certificate of Designations.

Section 12. Non-circumvention. The Company hereby covenants and agrees that the Company will not, by amendment of its Articles of Incorporation, bylaws or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, 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 of this Certificate of Designations, and will at all times in good faith carry out all the provisions of this Certificate of Designations and take all action as may be required to protect the rights of the Holders. Without limiting the generality of the foregoing or any other provision of this Certificate of Designations, the Company (i) shall not increase the par value of any shares of Common Stock receivable upon the conversion of any Series A Stock above the Conversion Rate then in effect, (ii) shall take all such actions as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and non-assessable shares of Common Stock

upon the conversion of Series A Stock and (iii) shall, so long as any Series A Stock are outstanding, take all action necessary to reserve and keep available out of its authorized and unissued shares of Common Stock, solely for the purpose of effecting the conversion of the Series A Stock, the maximum number of shares of Common Stock as shall from time to time be necessary to effect the conversion of the Series A Stock then outstanding (without regard to any limitations on conversion contained herein).

Section 13. Failure or Indulgence Not Waiver. No failure or delay on the part of a Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party. This Certificate of Designations shall be deemed to be jointly drafted by the Company and all Holders and shall not be construed against any Person as the drafter hereof.

Section 14. Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by hand delivery, telegram, email, or facsimile, addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery or delivery by facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated below (if delivered on a Trading Day during normal business hours where such notice is to be received), or the first Trading Day following such delivery (if delivered other than on a Trading Day during normal business hours where such notice is to be received) or (b) on the second Trading Day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be: (i) if to the Company, to its then principal office address and (ii) if to a Holders, to the addresses and fax numbers and/or email addresses in the books and records of the Company.

Section 15. Series A Stock Register. The Company shall maintain at its principal executive offices (or such other office or agency of the Company as it may designate by notice to the Holders), a register for the Series A Stock, in which the Company shall record the name, address and facsimile number of the Persons in whose name the Series A Stock have been issued, as well as the name and address of each transferee. The Company may treat the Person in whose name any Series A Stock is registered on the register as the owner and holder thereof for all purposes, notwithstanding any notice to the contrary, but in all events recognizing any properly made transfers.

Section 16. Certain Defined Terms. For purposes of this Certificate of Designations, the following terms shall have the following meanings:

(a) "1934 Act" means the Securities Exchange Act of 1934, as amended.

(b) "Bloomberg" means Bloomberg, L.P.



- (c) "Business Day" means any day other than Saturday, Sunday or other day on which commercial banks in the City of New York are authorized or required by law to remain closed.
- (d) "Eligible Market" means The New York Stock Exchange, the NYSE MKT, the Nasdaq Global Select Market, the Nasdaq Global Market or the Principal Market.
- (e) "FBCA" means the Florida Business Corporation Act, as in place from time to time.
- (f) "Initial Issuance Date" means the date Series A Stock are first issued.
- (g) "Liquidation Event" means, whether in a single transaction or series of transactions, the voluntary or involuntary liquidation, dissolution or winding up of the Company or such Subsidiaries the assets of which constitute all or substantially all of the assets of the business of the Company and its Subsidiaries, taken as a whole.
- (h) "Person" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity or a government or any department or agency thereof.
- (i) "Principal Market" means the OTC Bulletin Board, the OTCPink, OTCQB, or the OTCQX (or any successor of the foregoing) or any other securities exchange or securities market which is the primary trading market for the Common Stock as of the applicable time.
- (j) "Required Holders" means holders of a majority of the outstanding Series A Stock.
- (k) "Securities" means, collectively, the Series A Stock and the shares of Common Stock issuable upon conversion of the Series A Stock.
- (l) "Subsidiary" means any Person in which the Company, directly or indirectly, (i) owns a majority of the outstanding capital stock or holds a majority of equity or similar interest of such Person or (ii) controls or operates all or any part of the business, operations or administration of such Person.
- (m) "Trading Day" means any day on which the Common Stock is traded on the Principal Market provided that "Trading Day" shall not include any day on which the Common Stock is scheduled to trade on such Principal Market for less than 4.5 hours or any day that the Common Stock is suspended from trading during the final hour of trading on such Principal Market (or if such Principal Market does not designate in advance the closing time of trading on such exchange or market, then during the hour ending at 4:00:00 p.m., New York time).
- (n) "Transaction Documents" means this Certificate of Designations and each of the other agreements and instruments entered into or delivered by the Company or any of the Holders in connection with the transactions contemplated thereby, all as may be amended from time to time in accordance with the terms hereof or thereof.

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EXHIBIT I

Yuka Group Inc.

CONVERSION NOTICE

Reference is made to the Amended and Restated Certificate of the Rights and Privileges for Series A Convertible Preferred Shares of Yuka Group Inc. (the "Corporation") dated as of June [\_\_\_], 2021, designating the rights and preferences of the Series A Convertible Preferred Shares of the Corporation (the "Certificate of Designations"). In accordance with and pursuant to the Certificate of Designations, the undersigned hereby elects to convert the number of shares of Series A Convertible Preferred Shares, \$0.001 par value per share (the "Series A Stock"), of the Corporation indicated below into shares of common stock, \$0.001 par value per share (the "Common Stock"), of the Corporation, as of the date specified below.

Date of Conversion: \_\_\_\_\_

Number of shares of Series A Stock to be converted: \_\_\_\_\_

Tax ID Number: \_\_\_\_\_

Conversion Rate: \_\_\_\_\_

Number of shares of Common Stock to be issued: \_\_\_\_\_

Please issue the shares of Common Stock into which the Preferred Shares are being converted in the following name and to the following address:

Issue to: \_\_\_\_\_

\_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

Holder: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Account Number (if electronic book entry transfer): \_\_\_\_\_

Transaction Code Number (if electronic book entry transfer): \_\_\_\_\_

Holder Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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*[signature page follows]*

IN WITNESS WHEREOF, the Company has caused this Certificate of Designations to be duly adopted and executed in its name and on its behalf on this July 15, 2021.

YUKA GROUP INC.

By: 

Name: Meir Avitan

Title: Chief Executive Officer

**WRITTEN CONSENT OF THE BOARD OF DIRECTORS  
OF  
Yuka Group Inc.**

**(Amendment of Series A Convertible Preferred Stock Designation)**

**August 11, 2021**

The undersigned, being the sole member of the Board of Directors (the "Board") of Yuka Group Inc., a Florida corporation (the "Corporation"), hereby consents, pursuant to the Florida Business Corporation Act, to the adoption of the following resolutions taking or authorizing the actions specified therein via this Written Consent of the Board in lieu of a meeting (this "Consent").

WHEREAS, the Articles of Incorporation of the Corporation authorize the issuance by the Corporation of five hundred million (500,000,000) shares of common stock, par value \$0.001 per share (the "Common Stock") authorized and One Hundred Sixty-Five Million (165,000,000) shares of preferred stock, \$0.001 par value per share (the "Preferred Stock");

WHEREAS, the Corporation has previously designated Five Million (5,000,000) shares of the Preferred Stock as the Series A Convertible Preferred Shares of the Company (the "Series A Stock") and the Board now desires to amend the rights and privileges of the Series A Stock to provide as set forth in the Amended and Restated Certificate of the Rights and Privileges for Series A Convertible Preferred Shares of Yuka Group Inc. as attached hereto as Exhibit A (the "Amended and Restated Certificate of Designations");

NOW THEREFORE, BE IT RESOLVED, that the Amended and Restated Certificate of Designations is hereby authorized, approved and adopted; and be it

FURTHER RESOLVED, that the Amended and Restated Certificate of Designations shall be submitted to the shareholders of the Corporation for their consideration and approval, which may be evidenced by a written consent in lieu of a meeting, and the Board recommends that the shareholders of the Corporation vote FOR the approval of the Amended and Restated Certificate of Designations; and be it

FURTHER RESOLVED, that the date hereof is set as the record date for shareholders of the Corporation entitled to vote on the Amended and Restated Certificate of Designations; and be it

FURTHER RESOLVED, that, provided that the shareholders of the Corporation approve the Amended and Restated Certificate of Designations, the officers of the Corporation be and hereby are authorized and directed to execute the Amended and Restated Certificate of Designations on the Corporation's behalf and cause the Amended and Restated Certificate of Designations to be filed with the Secretary of State of the State of Florida with such effective date as the proper officers of the Corporation deem appropriate; and be it

FURTHER RESOLVED, that the officers of the Corporation be, and each of them hereby is, in accordance with the foregoing resolutions, authorized, empowered and directed, in the name and on

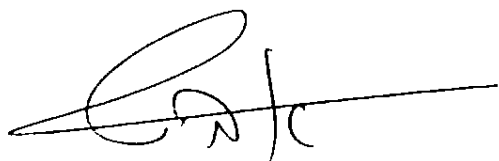
behalf of the Corporation, to prepare, execute and deliver, or cause to be prepared, executed and delivered, any and all agreements, amendments, certificates, reports, applications, notices, instruments, schedules, statements, consents, letters or other documents and information and to do or cause to be done any and all such other acts and things as, in the opinion of any such officer, may be necessary, appropriate or desirable in order to enable the Corporation fully and promptly to carry out the purposes and intent of the foregoing resolutions, to make any filings pursuant to federal, state and foreign laws, and to take all other actions that he or she deems necessary, appropriate or advisable in order to comply with the applicable laws and regulations of any jurisdiction (domestic or foreign), or otherwise to effectuate and carry out the purposes of the foregoing resolutions and to permit the transactions contemplated thereby to be lawfully consummated, and any such action taken or any agreements, amendments, certificates, reports, applications, notices, instruments, schedules, statements, consents, letters or other documents and information executed and delivered by them or any of them in connection with any such action shall be conclusive evidence of their or his authority to take, execute and deliver the same; and be it

FURTHER RESOLVED, that all actions previously taken by any officer, director, representative or agent of the Corporation, in the name or on behalf of the Corporation or any of its affiliates in connection with the transactions contemplated by the foregoing resolutions be, and each of the same hereby is, adopted, ratified, confirmed and approved in all respects as the act and deed of the Corporation; and be it

FURTHER RESOLVED, that the Board hereby adopts, as if expressly set forth herein, the form of any and all resolutions required by any authority to be filed in connection with any applications, reports, filings, consents to service of process, powers of attorney, covenants and other papers, instruments and documents relating to the matters contemplated by the foregoing resolutions if (i) in the opinion of a proper officer of the Corporation executing the same, the adoption of such resolutions is necessary or advisable, and (ii) the secretary or an assistant secretary of the Corporation evidences such adoption by inserting with the minutes of the meeting at which these resolutions were adopted copies of such resolutions, which will thereupon be deemed to be adopted by the Board with the same force and effect as if originally set forth herein.

*[Signature appears on following page]*

IN WITNESS WHEREOF, the undersigned has executed this Consent as of the date first above written.

A handwritten signature in black ink, consisting of a large loop followed by a series of smaller loops and a long horizontal stroke extending to the right.

Meir Avitan

Exhibit A  
Amended and Restated Certificate of the Rights and Privileges for Series A Convertible Preferred  
Shares of Yuka Group Inc.

(Attached)