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AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
BIOSTEM SOLUTIONS, INC.

Pursuant to the provisions of Sections 607.1003 and 607.1007 of the Florida Business Corporation Act (the "FBCA"), the Articles of Incorporation of Biostem Solutions, Inc., a corporation organized and existing under the laws of the State of Florida (the "Corporation"), whose Articles of Incorporation were originally filed with the Florida Department of State on October 26, 2015, are hereby amended and restated in their entirety. The Amended and Restated Articles of Incorporation were duly adopted by the Corporation's board of directors and approved by stockholders of the Corporation holding a sufficient number of votes to approve the same, as follows:

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ARTICLE I
NAME

The name of the corporation is Biostem Solutions, Inc.

ARTICLE II
PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office and mailing address of the Corporation is 3801 PGA Boulevard, Suite 102, Palm Beach Gardens, FL 33410.

ARTICLE III
CORPORATE PURPOSE

This Corporation is organized for the purpose of transacting any and all lawful business permitted under the laws of the United States and the State of Florida.

ARTICLE IV
CAPITAL STOCK

The aggregate number of shares of all classes of capital stock that the Corporation is authorized to issue is One Hundred Twenty-Five Million (125,000,000) shares, consisting of (i) One Hundred Million (100,000,000) shares of common stock, \$0.0001 par value per share (the "Common Stock"), and (ii) Twenty-Five Million (25,000,000) shares of preferred stock, \$0.0001 par value per share (the "Preferred Stock"). Ten Million (10,000,000) shares of the Preferred Stock have been designated Series A Preferred Stock. Article IV heretof contains a description of the Preferred Stock and a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof, of the Series A Preferred Stock.

Common Stock

Section 1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights of the holders of the Preferred Stock.

Section 2. Voting Rights. Each holder of record of Common Stock shall be entitled to one vote for each share of Common Stock standing in such holder's name on the books of the Corporation. Except as otherwise required by law or Article IV of these Amended and Restated Articles of Incorporation or any agreement to which the Corporation and its stockholders may be party, the holders of Common Stock and the holders of Preferred Stock shall vote together as a single class on all matters submitted to stockholders for a vote (including any action by written consent).

Section 3. Dividends. Subject to provisions of law and Article IV of these Amended and Restated Articles of Incorporation, the holders of Common Stock shall be entitled to receive dividends out of funds legally available therefor at such times and in such amounts as the Board of Directors may determine in its sole discretion.

Section 4. Liquidation. Subject to provisions of law and Article IV of these Amended and Restated Articles of Incorporation, upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after the payment or provisions for payment of all debts and liabilities of the Corporation and all preferential amounts to which the holders of the Preferred Stock are entitled with respect to the distribution of assets in liquidation, the holders of Common Stock shall be entitled to the remaining assets of the Corporation available for distribution.

Preferred Stock

1. Designation and Amount. There shall be a series of Preferred Stock designated as "Series A Preferred Stock" and the number of shares constituting such series shall be 10,000,000. Such series is referred to herein as the "Series A Preferred Stock" and shall have a par value of \$0.0001 per share.

2. Reduction of Authorized Shares. The number of authorized shares of the Series A Preferred Stock may be reduced or eliminated by the Board or a duly-authorized committee thereof in compliance with the General Corporation Law of the State of Florida and the terms hereof stating that such reduction has been authorized; *provided, however*, that no decrease shall reduce the number of shares of Series A Preferred Stock to less than the sum of the number of shares then issued and outstanding and the number of shares issuable pursuant to rights or warrants then outstanding to subscribe for or purchase, or any options then outstanding for the purchase of shares of Series A Preferred Stock or upon the conversion or exercise of any securities then outstanding convertible or exchangeable into Series A Preferred Stock.

3. Certain Definitions. Capitalized terms used and not otherwise defined herein shall be defined as follows:

3.1 "Affiliate" means, with respect to any Person, any other Person that directly or indirectly controls or is controlled by or under common control with such Person, including any general partner or managing member of, or any venture capital fund controlled by one or more general partners or managing members of, or that shares the same management company with, such Person. For the purposes of this definition, "control," when used with respect to any Person, means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise; and the terms of "affiliated," "controlling" and "controlled" have meanings correlative to the foregoing.

3.2 "Board" means the Board of Directors of the Corporation.

3.3 "Business Day" means any day excluding Saturday, Sunday and any day which shall be in the State of New York a legal holiday or a day on which banking institutions in the State of New York are authorized by law to close.

3.4 "Closing Price" of any security, for each Trading Day, shall mean (i) if such security is listed on a national securities exchange, the price of such security at the close of the regular trading session of such exchange on such date, or, if no sale of such security shall have occurred on such date, on the next preceding date on which there was a sale of such security; (ii) if such security is not listed on a national securities exchange, but is quoted for trading on the OTC Bulletin Board, the price of such security at the close of the regular trading session of such market on such date, as reported by Bloomberg or a comparable reporting service, or if no sale of such security shall have occurred on such date, on the next preceding date on which there was a sale of stock; (iii) if such security is not listed on a national securities exchange and is not quoted on the OTC Bulletin Board, then the average of the closing "bid" and "asked" prices quoted by the National Quotation Bureau, or any comparable reporting service on such date or, if there are no quoted "bid" and "asked" prices on such date, on the next preceding date for which there are such quotes.

3.5 "Common Stock" shall mean the common stock, par value \$0.0001 per share, of the Corporation.

3.6 "Conversion Price" shall have the meaning assigned to such term in Section 7.2 hereof.

3.7 "Conversion Rate" shall have the meaning assigned to such term in Section 7.2 hereof.

3.8 "Corporation" shall mean Biostem Solutions, Inc., a corporation organized and existing under the laws of the State of Florida.

3.9 "Fair Market Value" of any asset (including any security) means the fair market value thereof as mutually determined by the Board and the holders of a Majority of the Series A Preferred Stock then outstanding. The Fair Market Value of cash is its face amount. If the Board and the holders of a Majority of the Series A Preferred Stock then outstanding are unable to reach agreement on any valuation of property or securities, such valuation shall be submitted to and determined by a nationally recognized independent investment bank selected by the Board and the holders of a Majority of the Series A Preferred Stock (or, if such selection cannot be agreed upon promptly, or in any event within 10 days, then such valuation shall be made by a nationally recognized independent investment banking firm selected by the American Arbitration Association in New York City in accordance with its rules), the costs of which valuation shall be paid for by the Corporation.

3.10 "Fully Diluted Basis" shall mean the number of shares of Common Stock that would be outstanding upon the conversion of all outstanding shares of Series A Preferred Stock and all other series of Preferred Stock outstanding from time to time, plus the shares of Common Stock issuable upon conversion or exercise, as the case may be, of all securities of the Corporation convertible into, exercisable for, or exchangeable for, directly or indirectly, shares of Common Stock of the Corporation, including but not limited to, options and warrants of the Corporation.

3.11 "IPO" shall mean an underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended, covering the offer and sale of Common Stock for the account of the Corporation to the public generally.

3.12 "Indebtedness" shall mean (a) all obligations of the Corporation for borrowed money, (b) all obligations of the Corporation evidenced by bonds, debentures, notes or similar instruments to the extent the same would appear as a liability on a balance sheet prepared in accordance with generally accepted accounting principles in the United States, (c) all guarantees by the Corporation of Indebtedness of others, including subsidiaries of the Corporation, and (d) all capital lease obligations of the Corporation.

3.13 "Issuance Date" shall mean the date of original issuance of the Series A Preferred Stock.

3.14 "Junior Stock" shall mean the Common Stock, and any shares of stock of any series or class of the Corporation, whether presently outstanding or hereafter issued, which are junior to the shares of Series A Preferred Stock with respect to (i) the distribution of assets on any voluntary or involuntary liquidation, dissolution or winding up, merger, consolidation, or sale of all or substantially all of the assets, of the Corporation, (ii) dividends or (iii) voting.

3.15 "Liquidation Amount" shall have the meaning assigned to such term in Section 6.1 hereof.

3.16 "Liquidation Event" means (a) a liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, or (b) a Sale of the Corporation, as defined in Section 3.21 below, unless the holders of a Majority of the Series A Preferred Stock elect otherwise by written notice to the Corporation prior to the effective date of any such Sale of the Corporation.

3.17 "Majority of the Series A Preferred Stock" shall mean more than fifty percent (50%) of the then outstanding shares of Series A Preferred Stock.

3.18 "Market Price" shall mean the average Closing Price, for the 20 consecutive Trading Days ending with the Trading Day prior to the date as of which the Market Price is being determined (with appropriate adjustments for subdivisions or combinations of shares effected during such period); *provided, however, that if the prices referred to in the definition of Closing Price cannot be determined for such period, "Market Price" shall mean Fair Market Value.*

3.19 "Person" shall be construed broadly and shall include an individual, a partnership, a corporation, an association, a joint stock company, a limited liability company, a trust, a joint venture, an unincorporated organization and any other entity and a governmental entity, regulatory authority or any department, agency or political subdivision thereof.

~~3.20 "Preferred Stock" shall mean the preferred stock, par value \$0.0001 per share, of the Corporation, including, without limitation, the Series A Preferred Stock, and any other series of preferred stock as may be established and designated by the Board from time to time.~~

3.21 "Qualified IPO" means an IPO in which the net proceeds to the Corporation (before deducting underwriters' commissions and expenses) are at least \$15.

3.22 "Sale of the Corporation" means (i) a transaction (or series of related transactions) leading to a merger or consolidation, sale of all or substantially all of the assets of the Corporation, or (ii) any transaction a result of which a single party (or group of Affiliated parties) acquired or holds capital stock of the Corporation representing a majority of the Corporation's outstanding voting power, but in each case, other than such transaction(s) in which the stockholders existing prior to such transaction(s) hold in the aggregate, more than fifty percent (50%) of the securities or assets of the surviving or resulting company; provided, however, that none of the following shall be considered a Sale of the Corporation: (i) a merger effected exclusively for the purpose of changing the domicile of the Corporation or (ii) an equity financing primarily for capital raising purposes in which the Corporation is the surviving corporation.

3.23 "Series A Preferred Stock" shall mean the Series A Preferred Stock of the Corporation, the rights, preferences and other terms of which are described herein.

3.24 "Stock Market" means, with respect to any security, the principal national securities exchange on which such security is listed or admitted to trading, including, without limitation, The Nasdaq Global Market, The Nasdaq Global Select Market and The Nasdaq Capital Market or, if such security is not listed or admitted to trading on any national securities exchange, shall mean the OTC Bulletin Board or, if such security is not quoted on the OTC Bulletin Board, shall mean the over-the-counter market as furnished by any FINRA member firm selected from time to time by the Corporation for that purpose.

3.25 "Subsidiary" shall mean any corporation, limited liability company or other entity, a majority of the voting stock or interest of which is, at the time as of which any determination is being made, owned by the Corporation either directly or through one or more Subsidiaries.

3.26 "Trading Day" shall mean a day on which the relevant Stock Market is open for the transaction of business.

3.27 "Voting Stock" shall mean any shares having general voting power in electing the Board. Without limitation of any such shares that might constitute Voting Stock, the Common Stock and the Series A Preferred Stock is Voting Stock.

4. Voting Rights.

1.1 General. Except as otherwise provided herein or as required by law, each holder of shares of Series A Preferred Stock shall be entitled to vote on all matters submitted to a vote of the stockholders and shall be entitled to the number of votes equal to the largest number of full shares of Common Stock into which the shares of Series A Preferred Stock of such holder could be converted, pursuant to the provisions of Section 7 hereof, at the record date for the determination of the stockholders entitled to vote on such matters or, if no such record date is established, at the date such vote is taken.

4.1 Class Voting. Except as otherwise expressly provided herein or as required by law, the holders of Series A Preferred Stock and any other Voting Stock shall vote together and not as separate classes. Subject to Section 4.4 hereof, the Corporation may issue additional shares of Preferred Stock, which may vote together with the Series A Preferred Stock and the other Voting Stock if the terms of such additional series of Preferred Stock so provide.

4.2 Director Voting. For so long as at least five percent (5%) of the shares of Series A Preferred Stock issued on the Issuance Date remain outstanding, the holders of Series A Preferred Stock, voting as a separate class, shall be entitled to elect five (5) members of the Board at each meeting or pursuant to each consent of the Corporation's stockholders for the election of directors, and to remove from office such directors in accordance with applicable law and to fill any vacancy caused by the resignation, death or removal of such directors.

4.3 Additional Class Voting. For so long as at least five percent (5%) of the shares of Series A Preferred Stock issued on the Issuance Date remain outstanding, the Corporation shall not, without the affirmative vote of the holders of a Majority of the Series A Preferred Stock (voting as a separate class):

(a) repeal, alter, amend or change any rights, preferences, privileges or provisions relating to the Series A Preferred Stock or the holders thereof by merger, consolidation or otherwise, including increasing the authorized number of shares of Series A Preferred Stock;

(b) take any action that constitutes or results in amendment or waiver of any provision of the Corporation's Articles of Incorporation, or the Corporation's Bylaws that reasonably could be expected to have a material adverse effect on any rights, preferences or privileges of the holders of Series A Preferred Stock or that otherwise would require a vote of the holders of Series A Preferred Stock as a separate;

(c) create, or authorize the creation of, any additional class or series of capital stock, or any security convertible into or exchangeable for such additional class or series of capital stock, having rights, preferences or privileges senior to or on parity with the Series A Preferred Stock, including, without limitation, rights relating to the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends or redemption;

(d) (i) reclassify, alter or amend any existing security of the Corporation that is on parity with the Series A Preferred Stock in respect of the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends or rights of redemption, if such reclassification, alteration or amendment would render such other security senior to the Series A Preferred Stock in respect of any such right, preference or privilege, or (ii) reclassify, alter or amend any existing Junior Stock in respect of the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends or rights of redemption, if such reclassification, alteration or amendment would render such Junior Stock senior to or on parity with the Series A Preferred Stock in respect of any such right, preference or privilege;

~~(e) authorize or effect the payment of dividends or the redemption or repurchase of any capital stock of the Corporation or any Subsidiary or rights to acquire capital stock of the Corporation or any Subsidiary (other than (i) the repurchase of stock from employees of the Corporation or its Subsidiaries pursuant to repurchase rights under vesting provisions related to the length of period of employment of such employees at purchase prices initially paid by such employees for such shares or (ii) the payment of~~

dividends by any Subsidiary to the Corporation or to any other wholly-owned Subsidiary of the Corporation);

(f) take any action which would result in taxation of the holders of Series A Preferred Stock under Section 305 of the Internal Revenue Code (or any comparable provision of the Internal Revenue Code of 1986 as hereafter from time to time amended);

(g) voluntarily approve or effect a Liquidation Event;

(h) incur any Indebtedness if the Corporation's aggregate Indebtedness would thereafter exceed five hundred thousand dollars (\$500,000); or

(i) increase the size of the Board to more than five (5) directors.

5. Dividends.

5.1 The Series A Holders shall be entitled to receive dividends for a period of thirty six (36) months from the date of issuance of the Series A Preferred Stock, out of any assets legally available therefor, prior and in preference to any declaration or payment of any dividend (payable other than in Common Stock or other securities and rights convertible into or entitling the holder thereof to receive, directly or indirectly, additional shares of Common Stock of the Corporation) on the Common Stock of the Corporation, at the applicable Dividend Rate (as defined below). Such dividends shall be cumulative and shall accrue on each such share of Series A Preferred Stock from the respective issuance date based on a three hundred sixty-five (365) day year, whether or not earned or declared. At the election of a Holder of Series A Preferred Stock, each dividend shall be paid in additional shares of Series A Preferred Stock. Such dividend payments shall be payable only upon issued and outstanding shares of Series A Preferred Stock. Such dividend payments shall commence on the first day of the first calendar quarter following the issuance of such shares of Series A Preferred Stock, and shall continue on the first day of each calendar quarter thereafter for eight consecutive calendar quarters, subject to Sections 6, 7 and 8. Dividends paid in additional shares of Series A Preferred Stock shall be paid in full shares only, with a cash payment (based on an assumed value of \$1.00 per share) equal to the value of any fractional shares. Holders of Series A Preferred Stock will receive written notification from the Company or the transfer agent when a dividend is paid in kind, which notification will specify the number of shares of Series A Preferred Stock paid as a dividend and the recipient's aggregate holdings of Series A Preferred Stock as of that dividend payment date and after giving effect to the dividend. The Series A Holders can waive any dividend preference that such holders shall be entitled to receive under this Section 5.1 upon the affirmative vote or written consent of the holders of a Majority of the Series A Preferred Stock. For purposes of this Section 5.1, "Dividend Rate" shall mean 3.0% multiplied by a value of \$1.00 per share of Series A Preferred Stock per annum (as adjusted for any stock splits, stock dividends, combinations, subdivisions, recapitalizations or the like).

~~5.2 After payment of such dividends, any additional dividends or distributions shall be distributed among all holders of Common Stock and Preferred Stock in proportion to the number of shares of Common Stock that would be held by each such holder if all shares of Preferred Stock were converted to Common Stock at the then effective Conversion Rate (as defined below).~~

6. Liquidation Rights.

1.1 Preferential Payments to Holders of Series A Preferred Stock. Upon a Liquidation Event, the holders of shares of Series A Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders before any payment shall be made to the holders of Junior Stock by reason of their ownership thereof, an amount per share equal to one times (1.0x) a value of \$1.00, plus accrued but unpaid dividends (the "Liquidation Amount"). If upon any such Liquidation Event, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series A Preferred Stock the full amount to which they shall be entitled under this Section 6.1, the holders of shares of Series A Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

6.1 Distribution of Remaining Assets. In the event of any voluntary or involuntary Liquidation Event, after the payment of the Liquidation Amount, then any remaining assets of the Corporation available for distribution to its stockholders shall be distributed among the holders of the then outstanding shares of Junior Stock (other than the Common Stock) in accordance with the respective terms of each such class of Junior Stock. After such payment has been made to the holders of each such class of Junior Stock (other than the Common Stock), then any remaining assets of the Corporation available for distribution to its stockholders shall be distributed among the holders of the then outstanding shares of Common Stock on a pro-rata basis, pro rata based on the number of shares held by each such holder.

6.2 Effecting a Sale of the Corporation. The Corporation shall not have the power to effect a Sale of the Corporation unless the purchase or sale agreement, plan of merger or consolidation or equivalent definitive agreement for such transaction (the "Merger Agreement") provides that the consideration payable to the stockholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with Sections 6.1 and 6.2.

6.3 Value of Securities or Other Property. To the extent any distribution pursuant to Section 6.1 consists of property other than cash, the value thereof shall, for purposes of this Section 6, be determined as follows:

(a) If such property consists of securities that are traded on a Stock Market, the value of such securities shall be deemed to be the Market Price as of the third (3rd) Trading Day prior to the Liquidation Event; and

(b) If such property does not consist of securities traded on a Stock Market, the value of such property shall be deemed the Fair Market Value.

6.4 Allocation of Escrow. In the event of a Liquidation Event triggered by a Sale of the Corporation, if any portion of the consideration payable to the stockholders of the Corporation is placed into escrow and/or is payable to the stockholders of the Corporation subject to contingencies, the Merger Agreement shall provide that (a) the portion of such consideration that is not placed in escrow and not subject to any contingencies (the "Initial Consideration") shall be allocated among the holders of capital stock of the Corporation in accordance with Sections 6.1 and 6.2 as if the Initial Consideration were the only consideration payable in connection with such Liquidation Event and (b) any additional consideration which becomes payable to the stockholders of the Corporation upon release from escrow or satisfaction of contingencies shall be allocated among the holders of capital stock of the Corporation in

accordance with Sections 6.1 and 6.2 after taking into account the previous payment of the Initial Consideration as part of the same transaction.

7. Conversion. The holders of Series A Preferred Stock shall have the following conversion rights:

1.1 Right to Convert. Each share of Series A Preferred Stock shall be convertible, at any time at the option of the holder thereof and without payment of any additional consideration, into validly issued, fully paid and nonassessable shares of Common Stock and such other securities and property, as hereinafter provided.

7.1 Conversion of Shares. The Series A Preferred Stock shall be convertible into such number of fully paid and non-assessable shares of Common Stock as is determined by dividing \$1.00 by the Conversion Price (as defined below) then in effect, and then multiplying such quotient by each share of Series A Preferred Stock to be converted. The conversion price at which shares of Common Stock shall be issuable upon conversion of the Series A Preferred Stock shall initially be \$1.00 per share, subject to appropriate adjustment from time to time, as provided in this Section 7 (the "Conversion Price," and the rate at which the Series A Preferred Stock shall convert into Common Stock based on the Conversion Price, the "Conversion Rate").

7.2 Automatic Conversion.

(a) Each share of Series A Preferred Stock shall automatically convert into shares of Common Stock at the Conversion Price then in effect on the earlier of (i) immediately prior to the closing of a Qualified IPO, or (ii) upon such time as the holders of at least a Majority of the Series A Preferred Stock (voting as a separate class) consent in writing or at a duly convened meeting of the holders of Series A Preferred Stock.

(b) Upon the occurrence of any of the events specified in Section 7.3(a), the outstanding shares of Series A Preferred Stock shall be converted automatically without any further action by the holders thereof and whether or not the certificates representing such shares are surrendered to the Corporation or its transfer agent; provided, however, that the Corporation shall not be obligated to issue certificates evidencing the shares of Common Stock issuable upon such conversion unless the certificates evidencing such shares of Series A Preferred Stock are either delivered to the Corporation or its transfer agent as provided below, or the holder thereof notifies the Corporation or its transfer agent that such certificates have been lost, stolen, mutilated or destroyed and executes an agreement satisfactory to the Corporation to indemnify the Corporation from any loss incurred by it in connection with such certificates. Upon the occurrence of such automatic conversion of the Series A Preferred Stock, the holders of Series A Preferred Stock shall surrender the certificates representing such shares at the office of the Corporation or any transfer agent for the Series A Preferred Stock. Thereupon, there shall be issued and delivered to such holder promptly at such office and in its name as shown on such ~~surrendered certificate or certificates, a certificate or certificates for the number of shares of~~ Common Stock into which the shares of Series A Preferred Stock surrendered were convertible on the date on which such automatic conversion occurred.

7.3 Mechanics of Optional Conversion. Each holder of Series A Preferred Stock that desires to convert its shares of Series A Preferred Stock into shares of Common Stock shall surrender the certificate or certificates therefor, duly endorsed, at the office of the Corporation or of any transfer agent

for the Series A Preferred Stock, and shall give written notice to the Corporation at such office that such holder elects to convert the same and shall state therein the number of shares of Series A Preferred Stock being converted. Thereupon the Corporation shall promptly issue and deliver to such holder a certificate or certificates for the number of shares of Common Stock to which such holder is entitled, together with a cash adjustment of any fraction of a share as hereinafter provided. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the certificate or certificates representing the shares of Series A Preferred Stock to be converted, and the person or entity entitled to receive the shares of Common Stock issuable upon such conversion shall be treated for all purposes as the record holder of such shares of Common Stock on such date. In the event a Notice is issued by the Corporation pursuant to Section 7.6 below and the action described in such Notice is not consummated on the terms described therein, then the conversion shall, at the option of the holder of the Series A Preferred Stock who tendered for conversion, be voidable and such holder shall have the right to maintain ownership of the shares of Series A Preferred Stock tendered for conversion.

7.4 Adjustment of Conversion Price.

(a) For purposes of this Subsection 7.5, the following definitions shall apply:

(1) "Option" shall mean rights, options or warrants to subscribe for, purchase or otherwise acquire Common Stock or Convertible Securities.

(2) "Convertible Securities" shall mean any evidences of indebtedness, shares or other securities directly or indirectly convertible into or exchangeable for Common Stock, but excluding Options.

(3) "Additional Stock" shall mean all shares of Common Stock issued (or, pursuant to Subsection 7.5(e) below, deemed to be issued) by the Corporation after the Issuance Date.

(b) Except as otherwise provided herein, in the event the Corporation shall, at any time or from time to time after the date hereof, sell or issue any Additional Stock (as defined below) for a consideration per share less than the Conversion Price in effect on the date of such sale or issuance (any such sale, issuance, subdivision or combination being herein called an "Adjustment Event"), then, and thereafter upon each further Adjustment Event, the Conversion Price in effect immediately prior to such Adjustment Event shall be reduced, concurrently with such issue, to a price (rounded to the nearest one-hundredth of one cent) determined in accordance with the following formula:

$$CP_2 = CP_1 \times [(A + B) \div (A + C)]$$

For purposes of the foregoing formula, the following definitions shall apply:

(1) "CP₁" shall mean the Price in effect immediately after such issue of Additional Stock

(2) "CP₂" shall mean the Series A Conversion Price in effect immediately prior to such issue of Additional Stock;

(3) "A" shall mean the number of shares of Common Stock outstanding immediately prior to such issue of Additional Stock (treating for this purpose as outstanding all shares of Common Stock issuable upon exercise of Options outstanding immediately prior to such issue or upon conversion or exchange of Convertible Securities (including the Series A Preferred Stock) outstanding (assuming exercise of any outstanding Options therefor) immediately prior to such issue);

(4) "B" shall mean the number of shares of Common Stock that would have been issued if such Additional Stock had been issued at a price per share equal to CP_1 (determined by dividing the aggregate consideration received by the Corporation in respect of such issue by CP_1); and

(5) "C" shall mean the number of such Additional Stock issued in such transaction.

Such adjustment shall be made successively whenever such an issuance is made.

(c) Subject in all events to Sections 4 and 6 hereof:

(1) If the Corporation shall at any time or from time to time after the Issuance Date effect a subdivision of the outstanding Common Stock, the Conversion Price in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. If the Corporation shall at any time or from time to time after the Issuance Date combine the outstanding shares of Common Stock, the Conversion Price in effect immediately before the combination shall be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this subparagraph shall become effective at the close of business on the date the subdivision or combination becomes effective.

(2) In the event the Corporation at any time or from time to time after the Issuance Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable on the Common Stock in additional shares of Common Stock, then and in each such event the Conversion Price in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Conversion Price then in effect by a fraction:

(i) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and

(ii) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution.

Notwithstanding the foregoing, (A) if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Conversion Price shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions; and (B) that no such adjustment shall be made if the holders of Series A Preferred Stock simultaneously receive a dividend or other distribution of shares of Common Stock in a number equal to the number of shares of Common Stock as they would have received if all outstanding shares of Series A Preferred Stock had been converted into Common Stock on the date of such event.

(3) In the event the Corporation at any time or from time to time after the Issuance Date shall make or issue, or fix a record date for the determination of holders of Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property and the provisions of Section 5 do not apply to such dividend or distribution, then and in each such event the holders of Series A Preferred Stock shall receive, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they would have received if all outstanding shares of Series A Preferred Stock had been converted into Common Stock on the date of such event.

(4) If there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the Series A Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Paragraphs (1), (2) or (3) of this Subsection 7.5(c)), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Series A Preferred Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of Series A Preferred Stock immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of the Corporation) shall be made in the application of the provisions in this Subsection 7.5(c)(4) with respect to the rights and interests thereafter of the holders of the Series A Preferred Stock, to the end that the provisions set forth in this Subsection 7.5(c)(4) (including provisions with respect to changes in and other adjustments of the Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Series A Preferred Stock.

(5) After each adjustment of the Conversion Price pursuant to this Section 7.5, the Corporation will promptly prepare a certificate signed by the Chairman or President, and by the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary, of the Corporation setting forth: (A) the Conversion Price as so adjusted, (B) the Conversion Rate corresponding to such Conversion Price and (C) a brief statement of the facts accounting for such adjustment. The Corporation will promptly file such certificate with the Transfer Agent and cause a brief summary thereof to be sent by ordinary first class mail to each

registered holder of Series A Preferred Stock at his or her last address as it shall appear on the registry books of the Transfer Agent. No failure to mail such notice nor any defect therein or in the mailing thereof shall affect the validity of such adjustment. The affidavit of an officer of the Transfer Agent or the Secretary or an Assistant Secretary of the Corporation that such notice has been mailed shall, in the absence of fraud, be *prima facie* evidence of the facts stated therein. The Transfer Agent may rely on the information in the certificate as true and correct and has no duty or obligation to independently verify the amounts or calculations set forth therein.

(d) In case any event shall occur as to which the other provisions of this Section 7.5 are not strictly applicable but as to which the failure to make any adjustment would not fairly protect the conversion rights represented by this Section 7.5 in accordance with the essential intent and principles hereof then, in each such case, the holders of a Majority of the Series A Preferred Stock may appoint a firm of independent public accountants of recognized national standing reasonably acceptable to the Corporation, which shall give its opinion as to the adjustment, if any, on a basis consistent with the essential intent and principles established herein, necessary to preserve the conversion rights represented herein. Upon receipt of such opinion, the Corporation will promptly mail a copy thereof to all Series A Holders and shall make the adjustments described therein. The fees and expenses of such independent public accountants shall be borne by the Corporation.

(e) For purposes of this Subsection 7.5, the following subparagraphs (1) through (d) shall also be applicable:

(1) No adjustment of the Conversion Price shall be made unless such adjustment would require an increase or decrease of at least \$.01 in such price; provided that any adjustments which by reason of this Subparagraph (1) are not required to be made shall be carried forward and shall be made at the time of and together with the next subsequent adjustment which, together with adjustments so carried forward, shall require an increase or decrease of at least \$.01 in the Conversion Price then in effect hereunder.

(2) If the Corporation at any time or from time to time after the Issuance Date shall issue any Options or Convertible Securities or shall fix a record date for the determination of holders of any class of securities entitled to receive any such Options or Convertible Securities, then the maximum number of shares of Common Stock (as set forth in the instrument relating thereto, assuming the satisfaction of any conditions to exercisability, convertibility or exchangeability but without regard to any provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or, in the case of Convertible Securities and Options therefor, the conversion or exchange of such Convertible Securities, shall be deemed to be Additional Stock issued as of the time of such issue or, in case such a record date shall have been fixed, as of the close of business on such record date. Except as otherwise provided herein, ~~no further adjustment of the Conversion Price, as adjusted upon the~~ issuance of such Options or Convertible Securities, shall be made as a result of the actual issuance of Additional Stock upon the exercise, conversion and/or exchange of any such Option or Convertible Security.

(3) If the terms of any Option or Convertible Security, the issuance of which otherwise resulted in an adjustment to the Conversion Price pursuant to

the terms of Subsection 7.5(b), are revised as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (A) any increase or decrease in the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any such Option or Convertible Security or (B) any increase or decrease in the consideration payable to the Corporation upon such exercise, conversion and/or exchange, then, effective upon such increase or decrease becoming effective, the Conversion Price computed upon the original issue of such Option or Convertible Security (or upon the occurrence of a record date with respect thereto) shall be readjusted to such Conversion Price as would have obtained had such revised terms been in effect upon the original date of issuance of such Option or Convertible Security. Notwithstanding the foregoing, no readjustment pursuant to this Subparagraph 7.5(e)(3) shall have the effect of increasing the Conversion Price to an amount which exceeds the lower of (i) the Conversion Price in effect immediately prior to the original adjustment made as a result of the issuance of such Option or Convertible Security, or (ii) the Conversion Price that would have resulted from any issuances of Additional Stock (other than deemed issuances of Additional Stock as a result of the issuance of such Option or Convertible Security) between the original adjustment date and such readjustment date.

(4) If the terms of any Option or Convertible Security, the issuance of which did not result in an adjustment to the Conversion Price pursuant to the terms of Subsection 7.5(b) (either because the consideration per share (determined pursuant to Subparagraph 7.5(e)(7) below) of the Additional Stock subject thereto was equal to or greater than the Conversion Price then in effect, or because such Option or Convertible Security was issued before the Issuance Date), are revised after the Issuance Date as a result of an amendment to such terms or any other adjustment pursuant to the provisions of such Option or Convertible Security (but excluding automatic adjustments to such terms pursuant to anti-dilution or similar provisions of such Option or Convertible Security) to provide for either (1) any increase in the number of shares of Common Stock issuable upon the exercise, conversion or exchange of any such Option or Convertible Security or (2) any decrease in the consideration payable to the Corporation upon such exercise, conversion or exchange, then such Option or Convertible Security, as so amended or adjusted, and the Additional Stock subject thereto (determined in the manner provided in Subsection 7.5(e)(2)) shall be deemed to have been issued effective upon such increase or decrease becoming effective.

(5) Upon the expiration or termination of any unexercised Option or unconverted or unexchanged Convertible Security (or portion thereof) which resulted (either upon its original issuance or upon a revision of its terms) in an adjustment to the Conversion Price pursuant to the terms of Subsection 7.5(b), the Conversion Price shall be readjusted to such Conversion Price as would have obtained had such Option or Convertible Security (or portion thereof) never been issued.

(6) If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, is calculable at the time such Option or Convertible Security is issued or amended but is subject to adjustment based upon subsequent events, any adjustment to

the Conversion Price provided for in this Subsection 7.5(e) shall be effected at the time of such issuance or amendment based on such number of shares or amount of consideration without regard to any provisions for subsequent adjustments (and any subsequent adjustments shall be treated as provided in Subparagraphs 7.5(e)(3) and (4)). If the number of shares of Common Stock issuable upon the exercise, conversion and/or exchange of any Option or Convertible Security, or the consideration payable to the Corporation upon such exercise, conversion and/or exchange, cannot be calculated at all at the time such Option or Convertible Security is issued or amended, any adjustment to the Conversion Price that would result under the terms of this Subsection 7.5(e) at the time of such issuance or amendment shall instead be effected at the time such number of shares and/or amount of consideration is first calculable (even if subject to subsequent adjustments), assuming for purposes of calculating such adjustment to the Conversion Price that such issuance or amendment took place at the time such calculation can first be made.

(7) The consideration received by the Corporation for the issue of any Additional Stock shall be computed as follows:

(i) Such consideration shall:

(A) insofar as it consists of cash, be computed at the aggregate amount of cash received by the Corporation, excluding amounts paid or payable for accrued interest;

(B) insofar as it consists of property other than cash, be computed at the Fair Market Value thereof at the time of such issue; and

(C) in the event Additional Stock is issued together with other shares or securities or other assets of the Corporation for consideration which covers both, be the proportion of such consideration so received, computed as provided in clauses (A) and (B) above, as determined in good faith by the Board.

(ii) The consideration per share received by the Corporation for Additional Stock deemed to have been issued pursuant to this Subsection 7.5(e), relating to Options and Convertible Securities, shall be determined by dividing

(A) the total amount, if any, received or receivable by the Corporation as consideration for the issue of such Options or Convertible Securities, plus the minimum aggregate amount of additional consideration (as set forth in the instruments relating thereto, without regard to any provision contained therein for a subsequent adjustment of such consideration) payable to the Corporation upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities, by

(B) the maximum number of shares of Common Stock (as set forth in the instruments relating thereto, without regard to any

provision contained therein for a subsequent adjustment of such number) issuable upon the exercise of such Options or the conversion or exchange of such Convertible Securities, or in the case of Options for Convertible Securities, the exercise of such Options for Convertible Securities and the conversion or exchange of such Convertible Securities.

(8) In the event the Corporation shall issue on more than one date Additional Stock that are a part of one transaction or a series of related transactions and that would result in an adjustment to the Conversion Price pursuant to the terms of Subsection 7.5(b) then, upon the final such issuance, the Conversion Price shall be readjusted to give effect to all such issuances as if they occurred on the date of the first such issuance (and without giving effect to any additional adjustments as a result of any such subsequent issuances within such period).

(9) In case any event shall occur as to which the other provisions of this Subsection 7.5 are not strictly applicable but as to which the failure to make any adjustment would not fairly protect the conversion rights represented by this Subsection 7.5 in accordance with the essential intent and principles hereof then, in each such case, the Requisite Holders may appoint a firm of independent public accountants of recognized national standing reasonably acceptable to the Corporation, which shall give its opinion as to the adjustment, if any, on a basis consistent with the essential intent and principles established herein, necessary to preserve the conversion rights represented herein. Upon receipt of such opinion, the Corporation will promptly mail a copy thereof to all Series A Holders and shall make the adjustments described therein. The fees and expenses of such independent public accountants shall be borne by the Corporation.

7.5 Prior Notice of Certain Events. In case:

- (a) the Corporation shall declare any dividend (or any other distribution); or
- (b) the Corporation shall authorize the granting to the holders of Common Stock of rights or warrants to subscribe for or purchase any shares of stock of any class or of any other rights or warrants; or
- (c) of any reclassification of Common Stock (other than a subdivision or combination of the outstanding Common Stock, or a change in par value, or from par value to no par value, or from no par value to par value); or
- (d) of a Sale of the Corporation; or
- (e) of the voluntary or involuntary dissolution, liquidation or winding up of the Corporation;

then the Corporation shall cause to be filed with the transfer agent for the Series A Preferred Stock, and shall cause to be mailed to the Series A Holders, at their last addresses as they shall appear upon the stock transfer books of the Corporation, at least 30 days prior to the applicable record date hereinafter specified, a notice (the "Notice") stating (i) the material terms and conditions of the impending event or transaction, and (ii) (x) the date on which a record (if any) is to be taken for the purpose of such dividend, distribution

or granting of rights or warrants or, if a record is not to be taken, the date as of which the holders of Common Stock of record to be entitled to such dividend, distribution, rights or warrants are to be determined and a description of the cash, securities or other property to be received by such holders upon such dividend, distribution or granting of rights or warrants or (y) the date on which such reclassification, consolidation, merger, sale, transfer, share exchange, dissolution, liquidation or winding up is expected to become effective, the date as of which it is expected that holders of Common Stock of record shall be entitled to exchange their shares of Common Stock for securities or other property deliverable upon such exchange, dissolution, liquidation or winding up and the consideration, including securities or other property, to be received by such holders upon such exchange.

7.6 Fractional Shares. No fractional shares or scrip representing fractional shares of Common Stock shall be issued upon conversion of the Series A Preferred Stock. In lieu of any fractional share or scrip to which the holder would otherwise be entitled, the Corporation shall pay a cash adjustment in respect of such fractional interest in an amount equal to the same fraction of the Market Price as of the close of business on the day of conversion.

7.7 Reservation of Common Stock Issuable Upon Conversion. The Corporation shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, solely for the purpose of effecting the conversion of the shares of the Series A Preferred Stock, such number of its shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of the Series A Preferred Stock and for shares of Series A Preferred Stock issuable upon conversion, exercise or exchange of other securities, including but not limited to options and warrants. The Corporation shall use its best efforts from time to time, in accordance with the laws of the State of Florida, to increase the authorized number of shares of Common Stock if at any time the number of shares of authorized, unissued and unreserved Common Stock shall not be sufficient to permit the conversion of all the then-outstanding shares of Series A Preferred Stock.

7.8 Notices. Any notice or other communication given hereunder shall be deemed sufficient if in writing and sent by (i) telecopy or facsimile at the address or number set forth below (if delivered on a Business Day during normal business hours where such notice is received or (ii) registered or certified mail, return receipt requested, or delivered by hand against written receipt therefore, addressed to: Biostem Solutions, Inc., Attn: Chief Financial Officer, 3801 PGA Boulevard, Suite 102, Palm Beach Gardens, FL 33410, and to the Registered Holder at such Registered Holder's address as appearing on the books of the Corporation. Notices delivered pursuant to clause (ii) shall be deemed to have been given or delivered on the date of mailing, except notices of change of address, which shall be deemed to have been given or delivered when received.

7.9 Payment of Taxes. The Corporation will pay all taxes (other than taxes based upon income) and other governmental charges that may be imposed with respect to the issuance or delivery of shares of Common Stock upon conversion of shares of Series A Preferred Stock, including, ~~without limitation, any tax or other charge imposed in connection with any transfer involved in the issue~~ and delivery of shares of Common Stock in a name other than that in which the shares of Series A Preferred Stock so converted were registered.

8. No Amendment or Impairment. The Corporation shall not amend its Articles of Incorporation or participate in any reorganization, transfer of assets, consolidation, merger, dissolution, issuance or sale of securities or any other voluntary action, for the purpose of avoiding or seeking 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 carrying out all such action as may be reasonably necessary or appropriate in order to protect the rights of the holders of the Series A Preferred Stock against impairment; provided, that the Corporation may obtain and rely on the approval of holders of a Majority of the Series A Preferred Stock (voting as a separate class) as conclusively establishing the good faith and validity of any matter, and this Certificate of Designations may be amended by the written consent of holders of a Majority of the Series A Preferred Stock (voting separately as a class).

9. No Reissuance of Series A Preferred Stock. No share or shares of Series A Preferred Stock acquired by the Corporation by reason of redemption, purchase, conversion or otherwise shall be reissued.

10. Outstanding Shares. For purposes of this Certificate of Designations, all shares of Series A Preferred Stock shall be deemed outstanding except (i) from the date, or the deemed date, of surrender of certificates evidencing shares of Series A Preferred Stock, all shares of Series A Preferred Stock converted into Common Stock, (ii) from the date of registration of transfer, all shares of Series A Preferred Stock held of record by the Corporation or any Subsidiary and (iii) any and all shares of Series A Preferred Stock held in escrow prior to delivery of such stock by the Corporation to the initial beneficial owners thereof.

11. Status of Acquired Shares. Shares of Series A Preferred Stock received upon redemption, purchase, conversion or otherwise acquired by the Corporation will be restored to the status of authorized but unissued shares of Preferred Stock, without designation as to class, and may thereafter be issued, but not as shares of Series A Preferred Stock.

ARTICLE V PREEMPTIVE RIGHTS

The holders of Series A Preferred Stock shall have preemptive rights as provided in Article IV hereof.

ARTICLE VI BY-LAWS

The power to adopt, alter, amend or repeal by-laws shall be vested in the Board of Directors, and the stockholders of the Corporation, but the Board of Directors may not alter, amend or repeal any By-Laws adopted by the stockholders of the Corporation if the stockholders provide that the By-Laws shall not be altered, amended or repealed by the Board of Directors.

ARTICLE VII REGISTERED OFFICE AND AGENT

The street address of the Corporation's registered office is 11380 Prosperity Farms Road #221E Palm Beach Gardens, FL 33410. The name of the Corporation's registered agent at that office is Corporate Creations Network Inc.

ARTICLE VIII LIMITATION OF LIABILITY

To the fullest extent permitted under the FBCA and other applicable law, no director of the Corporation shall be personally liable to the Corporation or any of its stockholders or any other person for monetary damages for or relating to any statement, vote, decision or failure to act, regarding corporate management or policy or any other matter relating to the Corporation, by a director, unless the breach or failure to perform his or her duties as a director satisfies the standards set forth in Section 607.0831(1) of the FBCA (or a successor provision of such law) as the same exists or may hereafter be amended. To the fullest extent permitted under the FBCA and other applicable law, a director of the Corporation shall not be or held liable for any action taken as a director, or any failure to take action, if he or she performed the duties of his or her office in compliance with Section 607.0830 of the FBCA (or a successor provision of such law) as the same exists or may hereafter be amended. If the FBCA is amended hereafter to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent authorized by the FBCA, as so amended. Any repeal or modification of this Article V shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

ARTICLE IX **INDEMNIFICATION**

The Corporation shall indemnify any present or former officer or director and shall advance expenses on behalf of any such officer or director, in each case, to the fullest extent now or hereafter permitted by law.

IN WITNESS WHEREOF, these Amended and Restated Articles of Incorporation have been executed by the President of the Corporation on October 28, 2015, and affirm that the statements made herein are true under the penalties of perjury.

BIOSTEM SOLUTIONS, INC.

By: 

Dennis Cunningham, President

**CERTIFICATE OF DESIGNATION
REGISTERED AGENT/OFFICE**

CORPORATION:

Biostem Solutions, Inc.

REGISTERED AGENT/OFFICE:

Corporate Creations Network Inc.
11380 Prosperity Farms Road #221E
Palm Beach Gardens

FL 33410

I agree to act as registered agent to accept service of process for the corporation named above at the place designated in this Certificate. I agree to comply with the provisions of all statutes relating to the proper and complete performance of the registered agent duties. I am familiar with and accept the obligations of the registered agent position.



CORPORATE CREATIONS NETWORK INC.
Lauren Vadney, Special Secretary

Date: 11/4/2015.

Corporate Creations International Inc.
11380 Prosperity Farms Road #221E
Palm Beach Gardens FL 33410
(561) 694-8107