

P16000101594

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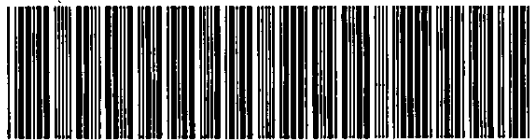
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Amend

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January 12, 2017

Department of State
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, Florida 32301

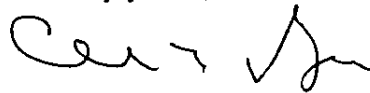
Re: Jupiter Biomedical Research, Inc. - P16000101594

Gentlemen,

Please be advised that our office represents Jupiter Biomedical Research, Inc. with reference to its corporate filings. We are enclosing a copy of the Articles of Amendment to the Articles of Incorporation of Jupiter Biomedical Research, Inc. Also enclosed is our check in the amount of \$35.00 representing the filing fee for filing this Amendment with your division.

We would very much appreciate if you would file this at your earliest opportunity. In the event, you have any questions in regard with the enclosure or this letter please do not hesitate to contact our office by telephone or email.

Sincerely yours,



Charles H. Burns, Esq.

CHB/mb

Enclosures

**ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION
OF
JUPITER BIOMEDICAL RESEARCH, INC.**

2017-12-19
FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Jupiter Biomedical Research, Inc., a Florida corporation, formed on December 29, 2016, hereby adopts the following amendment to its Articles of Incorporation, pursuant to the provisions of section 607.1006, Florida Statutes:


The attached Certificate of Designation of Preferred Stock of Jupiter Biomedical Research, Inc. to be designated Series A – 4% Cumulative Convertible Participating Preferred Stock, is incorporated herein by reference.

The Amendment was adopted on December 30, 2016. The Amendment was approved by the shareholders. The number of votes cast for the Amendment by the shareholders was sufficient for approval.

The Amendment shall become effective upon filing with the Secretary of State of the State of Florida.

IN WITNESS WHEREOF, the undersigned hereto, intending to be legally bound hereby, has caused to be affixed hereto his hand and seal on this 30th day of December, 2016.

JUPITER BIOMEDICAL RESEARCH, INC.



By: Dr. William G. Tucker
Title: Chairman of the Board of Directors

**CERTIFICATE OF DESIGNATION
O F
PREFERRED STOCK
O F
JUPITER BIOMEDICAL RESEARCH, INC.**

**To Be Designated
Series A - 4% Cumulative Convertible Participating Preferred Stock**

The undersigned DOES HEREBY CERTIFY that the following resolution was duly adopted by the Board of Directors (the "Board of Directors") of Jupiter Biomedical Research, Inc., a Florida corporation (the "Corporation"), at a meeting duly convened and held, at which a quorum was present and acting throughout:

RESOLVED, that pursuant to the authority conferred on the Board of Directors by the Corporation's Articles of Incorporation, the issuance of a series of preferred stock, of the Corporation which shall consist of 500,000 shares of cumulative convertible participating preferred stock be, and the same hereby is, authorized; and the President of the Corporation be, and he hereby is, authorized and directed to execute and file with the Secretary of State of the State of Florida a Certificate of Designation of Preferred Stock of the Corporation fixing the designations, powers, preferences and rights of the shares of such series, and the qualifications, limitations or restrictions thereof (in addition to the designations, powers, preferences and rights, and the qualifications, limitations or restrictions thereof, set forth in the Amended and Restated Articles of Incorporation which may be applicable to the Corporation's preferred stock), as follows:

1. *Number of Shares; Designation.* A total of 500,000 shares of preferred stock of the Corporation are hereby designated as Series A - 4% Cumulative Convertible Participating Preferred Stock (the "Series" or the "Preferred Shares").

2. *Rank.* The Series shall, with respect to rights (including to redemption payments) upon liquidation, dissolution or winding-up of the affairs of the Corporation, rank senior and prior to the Common Stock, par value \$.001 per share, of the Corporation (the "Common Stock"), and any additional series of preferred which may in the future be issued by the Corporation and are designated in the amendment to the Articles of Incorporation or the certificate of designation establishing such additional preferred stock as ranking junior to the Preferred Shares. Any shares of the Corporation's Capital Stock which are junior to the Preferred Shares with respect to rights (including to redemption payments) upon liquidation, dissolution or winding-up of the affairs of the Corporation are hereinafter referred to as "Junior Liquidation Shares."

3. *Dividends.*

(a) *General Obligation.* When and as declared by the Board of Directors of the Corporation and to the extent permitted under the Florida Business Corporation Act, the Corporation will pay preferential dividends to the holders of the Series A- 4% Cumulative Convertible Participating Preferred Stock. Except as otherwise provided herein, dividends on each share of Series A- 4% Cumulative Convertible Participating Preferred Stock (a "Share") will accrue cumulatively at the rate of four percent (4%) per annum of the Original Purchase Price thereof from and including the date

of issuance of such Share, whether or not such dividends have been declared and whether or not there are profits, surplus or other funds of the Corporation legally available for the payment of dividends. The date on which the Corporation initially issues any Share will be deemed to be the "Original Issue Date" regardless of the number of times transfer of such Share is made on the stock records maintained by or for the Corporation and regardless of the number of certificates which may be issued to evidence such Shares.

(b) *Dividend Reference Dates.* To the extent not paid on the last day of each June and December, beginning June 30, 2017 (the "Dividend Reference Dates"), all dividends which have accrued on each Share then outstanding during the annual period ending upon such Dividend Reference Date will be added to the Liquidation Value of such Share and will remain a part thereof until such dividends are paid.

(c) *Payment of Dividends.* Dividends shall be paid by forwarding a check, postage prepaid, to the address of each such holder (or in the case of joint holders, to the address of either such holder) of Series A- 4% Cumulative Convertible Participating Preferred Stock as shown on the books of the Corporation, unless such holder specifies another address by written notice to the Corporation. The forwarding of such check will satisfy all obligations of the Corporation with respect to such dividends, unless such check is not paid upon timely presentation.

(d) *Distribution of Partial Dividend Payments.* If at any time the Corporation pays less than the total amount of dividends then accrued with respect to the Series A- 4% Cumulative Convertible Participating Preferred Stock such payment will be distributed among the holders of a Share so that an equal amount will be paid with respect to each outstanding Share.

(e) *Other Dividends.* No dividend or other distribution shall be paid, or declared and set apart for payment until the dividend provided for in Section 3a hereinabove is declared and paid.

4. *Liquidation.*

(a) In the event of a liquidation, dissolution or winding up of the Company, whether voluntary or involuntary (a "Liquidation"), the holders of the Series A- 4% Cumulative Convertible Participating Preferred Stock then outstanding shall be entitled to receive out of the available assets of the Company, whether such assets are stated capital or surplus of any nature, an amount on such date equal to a per share amount of two (2) times the Original Purchase Price plus the amount of any accrued and unpaid dividends as of such date, calculated pursuant to Section 3 (collectively, the "Liquidation Preference"). Such payment shall be made before any payment shall be made or any assets distributed to the holders of any class or series of the Common Stock or any other class or series of the Company's capital stock ranking junior as to liquidation rights to the Series A- 4% Cumulative Convertible Participating Preferred Stock. After the Liquidation Preference has been paid in full pursuant to this Section 4, the remaining assets (if any) of the Company available for distribution to stockholders of the Company shall be distributed, subject to the rights of the holders of shares of any other series of Preferred Stock ranking prior to the Common Stock as to distributions upon Liquidation, pro rata among (i) the holders of the then outstanding shares of Series A- 4% Cumulative Convertible Participating Preferred Stock (as if the Series A - 4% Cumulative Convertible Participating Preferred Stock had been converted into Common Stock as of the date immediately prior to the date fixed for determination of stockholders entitled to receive such distribution) and (ii) the holders of the Common Stock and any other shares of capital stock of the Company ranking on a parity with the Common Stock as to distributions upon Liquidation. If upon any Liquidation the assets available for payment of the Liquidation Preference are insufficient to permit the payment to the holders of the Series A- 4% Cumulative Convertible Participating Preferred Stock of the full

preferential amounts described in this paragraph, then all the remaining available assets shall be distributed among the holders of the then outstanding Series A- 4% Cumulative Convertible Participating Preferred Stock pro rata according to the number of then outstanding shares of Series A- 4% Cumulative Convertible Participating Preferred Stock held by each holder thereof.

(b) As used herein, the term "Liquidation" shall be deemed to consist of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, a consolidation or merger of the Corporation into or with any other entity or entities which results in the exchange of outstanding shares of the Corporation for securities or other consideration issued or paid or caused to be issued or paid by any such other entity or affiliate thereof (other than a merger to reincorporate the Corporation in a different jurisdiction) in which the shareholders of the Corporation do not continue to hold at least a 50% interest in the successor entity, a transaction or series of transactions that results in the transfer of more than 50% of the voting power of the Corporation and the sale, lease, abandonment, transfer or other disposition by the Corporation of all or substantially all its assets.

(c) For purposes of this paragraph 4, a Change of Control shall be treated as a Liquidation Event and shall entitle each Holder to receive, upon the consummation of such Change of Control, cash, securities or a combination thereof based on the terms and conditions of the consideration paid by the acquiring party in an amount equal to the Liquidation Value of such Holder's Preferred Shares. The Liquidation Value shall be paid on the same prorata basis as all other classes of stock. By way of example, if an acquirer were to offer and pay with 50% cash and 50% stock, the Liquidation Value would be paid in 50% cash and 50% stock, which would also be the basis for payment to the other classes of stock.

(d) The Corporation shall, no later than the date on which a Liquidation Event occurs, deliver written notice of any Liquidation Event, stating the payment date or dates when and the place or places where the amounts distributable in such circumstances shall be payable, not less than 30 days prior to any payment date stated therein, to each Holder.

5. *Conversion.*

(a) **Right to Convert.** Each Holder shall have the right to convert, at any time and from time to time, all or any part of the Preferred Shares held by such Holder into such number of fully paid and non-assessable shares of Common Stock (the "Conversion Shares") as is determined in accordance with the terms hereof (a "Conversion").

(b) **Conversion Notice.** In order to convert Preferred Shares, a Holder shall send to the Corporation by facsimile transmission, at any time prior to 3:00 p.m., Eastern Time, on the Business Day (as used herein, the term "Business Day" shall mean any day except a Saturday, Sunday or day on which the Federal Reserve Bank is closed in the ordinary course of business) on which such Holder wishes to effect such Conversion (the "Conversion Date"), a notice of conversion in substantially the form attached as Annex I hereto (a "Conversion Notice"), stating the number of Preferred Shares to be converted, and a calculation of the number of shares of Common Stock issuable upon such. The Holder shall promptly thereafter send the Conversion Notice and the certificate or certificates being converted to the Corporation. The Corporation shall issue a new certificate for Preferred Shares to the Holder in the event that less than all of the Preferred Shares represented by a certificate are converted; *provided, however,* that the failure of the Corporation to deliver such new certificate shall not affect the right of the Holder to submit a further Conversion Notice with respect to such Preferred Shares and, in any such case, the

Holder shall be deemed to have submitted the original of such new certificate at the time that it submits such further Conversion Notice. Except as otherwise provided herein, upon delivery of a Conversion Notice by a Holder in accordance with the terms hereof, such Holder shall, as of the applicable Conversion Date, be deemed for all purposes to be the record owner of the Common Stock to which such Conversion Notice relates.

(c) Number of Conversion Shares. The number of Conversion Shares to be delivered by the Corporation to a Holder for each Preferred Share pursuant to a Conversion shall be one share of Common Stock; provided, however, that the number of Conversion Shares issued shall never, when combined with all other then outstanding shares of Common Stock and shares of Common Stock which have been subscribed for or otherwise committed to be issued, exceed the number of shares of Common Stock then authorized to be issued by the Corporation, and in the event that there are insufficient shares of Common Stock authorized to permit the full Conversion contemplated by any Conversion Notice, the Corporation will promptly take all such actions necessary so as to permit the full Conversion contemplated by such Conversion Notice as soon as practicable after receipt by the Corporation of such Conversion Notice.

(d) Delivery of Conversion Shares. The Corporation shall, no later than the close of business on the third (3rd) Business Day following the later of the date on which the Corporation receives a Conversion Notice from a Holder by facsimile transmission pursuant to paragraph 5(b), above, and the date on which the Corporation receives the related Preferred Shares certificate (such third Business Day, the "Delivery Date"), issue and deliver or cause to be delivered to such Holder the number of Conversion Shares determined pursuant to paragraph 5(c) above.

(e) Subject to the proviso set forth in paragraph 5(c) hereof, the Corporation shall at all times reserve and keep available for issuance upon the conversion of the shares of the Series the maximum number of each of its authorized but unissued shares of Common Stock as is reasonably anticipated to be sufficient to permit the conversion of all outstanding shares of the Series, and shall take all action required to increase the authorized number of shares of Common Stock, or any other actions necessary or desirable, if at any time there shall be insufficient authorized but unissued shares of Common Stock to permit such reservation or to permit the conversion of all outstanding shares of the Series.

6. Voting Rights. Each share of the Series shall not entitle the holder thereof to any voting rights except those set forth in the Florida Business Corporation Act as it relates to classes of preferred stock.

7. Restrictions and Limitations.

After the issuance of the Series A - 4% Cumulative Convertible Participating Preferred Stock, so long as any Series A - 4% Cumulative Convertible Participating Preferred Stock remains outstanding, the Corporation shall not, without the vote or written consent by the holders of at least a majority of the outstanding Preferred Shares, voting together as a single class:

- (i) alter, modify or amend (whether by merger or otherwise) the terms of the Series in any way;

- (ii) create (whether by merger or otherwise) any new series or class of Capital Stock ranking *pan passu* with or having a preference over the Series as to redemption or distribution of assets upon a Liquidation Event;
- (iii) increase (whether by merger or otherwise) the authorized number of shares of the Series;
- (iv) re-issue (whether by merger or otherwise) any Preferred Shares which have been converted in accordance with the terms hereof;
- (v) issue (whether by merger or otherwise) any securities of the Corporation ranking *pan passu* with or senior to Preferred Shares as to rights upon a Liquidation Event.

In the event that the Holders of at least a majority of the outstanding Preferred Shares agree to allow the Corporation to alter or change the rights, preferences or privileges of the Series pursuant to applicable law, no such change shall be effective to the extent that, by its terms, such change applies to less than all of the Preferred Shares then outstanding.

8. *Redemption.*

(a) Option Redemption. The Corporation, at its option, may redeem, in whole or in part, at any time and from time to time, out of funds legally available therefor, any outstanding shares of Series A - 4% Cumulative Convertible Participating Preferred Stock, upon notice given as provided in Section 8(b) below, at a redemption price equal to the Liquidation Preference.

(b) Notice of Redemption. Notice of every redemption of Series A - 4% Cumulative Convertible Participating Preferred Stock shall be given by first class mail, postage prepaid, addressed to the holders of record of the shares to be redeemed at their respective last address appearing on the books of the Corporation. Such mailing shall take place not less than 30 days prior to the date fixed for redemption. Any notice mailed as provided in this Subsection shall be conclusively presumed to have been duly given, whether or not the holder receives such notice, but failure to duly give notice by mail, or any other defect in such notice or in the mailing thereof, to holders of outstanding shares of Series A - 4% Cumulative Convertible Participating Preferred Stock, shall not affect the validity of the proceedings for the redemption of any other shares of Series A - 4% Cumulative Convertible Participating Preferred Stock.

(c) Partial Redemption. In case of any redemption of part of the then outstanding shares of Series A - 4% Cumulative Convertible Participating Preferred Stock, the shares to be redeemed shall be selected either pro rata or in such other manner as the Board of Directors of the Corporation or a duly authorized committee thereof may determine to be fair and equitable. If fewer than all the shares represented by any certificate are redeemed, a new certificate shall be issued representing the unredeemed shares without charge to the holder thereof.

(d) Effectiveness of Redemption. If notice of redemption has been duly given and if on or before the redemption date specified in the notice all funds necessary for the redemption have been deposited by the Corporation, in trust for the pro rata benefit of holders of shares called for redemption. Notwithstanding that any certificate for any share so called for redemption has not been surrendered for

cancellation, on and after the redemption date, dividends shall cease to accrue on all shares so called for redemption, all shares so called for redemption shall no longer be deemed outstanding and all rights with respect to such shares shall forthwith on such redemption date cease and terminate, except only the right of the holders thereof to receive the amount payable on such redemption date, without interest. Any funds unclaimed on the two year anniversary of the redemption date shall, to the extent permitted by law, be released to the Corporation, after which time the holders of the then redeemed shares shall look only to the Corporation for payment of the redemption price of the shares.

9. *Certain Definitions.* As used in this Certificate, the following terms shall have the following respective meanings:

"Affiliate" of any specified person means any other person directly or indirectly controlling or controlled by or under common control with such specified person. For purposes of this definition, "control" when used with respect to any person means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities or otherwise; and the term "controlling" and "controlled" having meanings correlative to the foregoing.

"Capital Stock" of any person or entity means any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in the common stock or preferred stock of such person or entity, including, without limitation, partnership and membership interests.

"Change of Control" means the existence or occurrence of any of the following: (a) the sale, conveyance or disposition of all or substantially all of the assets of the Corporation; (b) the effectuation of a transaction or series of related transactions in which more than fifty percent (50%) of the voting power of the Corporation is disposed of (other than as a direct result of normal, uncoordinated trading activities in the Common Stock generally); or (c) the consolidation, merger or other business combination of the Corporation with or into any other entity, immediately following which the prior stockholders of the Corporation fail to own, directly or indirectly, at least fifty percent (50%) of the voting equity of the surviving entity.

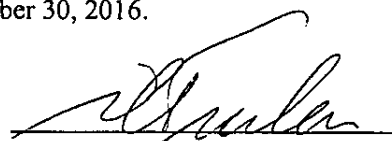
"Conversion Price" means one share of Common Stock.

"Holder" means any holder of Preferred Shares, all of such holders being the "Holders."

"Original Purchase Price" means Two Dollars (\$2.00) per share of Series A - 4% Cumulative Convertible Participating Preferred Stock.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be duly executed on its behalf by its undersigned President as of December 30, 2016.

By:



Name: William G. Tucker

Title: Chairman

CONVERSION NOTICE

The undersigned hereby elects to convert shares of Series A - 4% Cumulative Convertible Participating Preferred Stock (the "*Preferred Stock*"), represented by stock certificate No(s) _____, into shares of Common Stock ("*Common Stock*") of Jupiter Biomedical Research, Inc. (the "*Corporation*") according to the terms and conditions of the Certificate of Designation relating to the Preferred Stock (the "*Certificate of Designation*"), as of the date written below. Capitalized terms used herein and not otherwise defined shall have the respective meanings set forth in the Certificate of Designation.

Conversion Date:

Number of Shares of Preferred Stock to be Converted:

Applicable Conversion Price:

Number of Shares of Common Stock to be

Issued: Name of Holder:

Address:

Signature: _____

Name:

Title: