

P19000070015

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

☐ PICK-UP

☐ WAIT

☐ MAIL

(Business Entity Name)

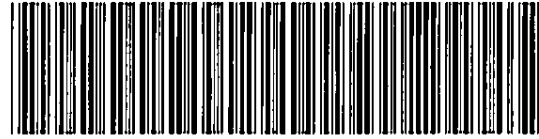
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Certified Copies _____

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Amend

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2023 MAY 30 AM 9:07

A. RAMSEY
JUN - 2 2023



2023 JUN 1 PM 1:35

*02250, 00524, 00671

Sunshine State Corporate Compliance Company

3458 Lakeshore Drive Tallahassee, Florida 32312

(850) 656-4724

DATE 05/30/2023

****WALK IN****

ENTITY NAME NIRVANA WATER SCIENCES CORP.

DOCUMENT NUMBER _____

****PLEASE FILE THE ATTACHED AND RETURN****

XXXXXXXXXX

Plain Copy

Certified Copy

Certificate of Status

****PLEASE OBTAIN THE FOLLOWING FOR THE ABOVE ENTITY****

Certified Copy of Arts & Amendments

Certified Copy of Arts & Amendments Complete File (Including Annual Reports)

Certificate of Status

Certificate of Status Reflecting: _____

****APOSTILLE / NOTARIAL CERTIFICATION****

COUNTRY OF DESTINATION _____

NUMBER OF CERTIFICATES REQUESTED _____

TOTAL OWED \$ 35.00

ACCOUNT # I20140000108
United Corporate
Services, Inc.

Keith Leppard

Please call Tina at the above number for any issues or concerns. Thank you so much!



FLORIDA DEPARTMENT OF STATE
Division of Corporations

May 31, 2023

SUNSHINE STATE CORPORATE COMPLIANCE COMPANY

TALLAHASSEE, FL 32312

SUBJECT: NIRVANA WATER SCIENCES CORP.
Ref. Number: P19000070015

CORRECTED
Please Allow For
Same File Date

We have received your document for NIRVANA WATER SCIENCES CORP. and the authorization to debit your account in the amount of \$35.00. However, the document has not been filed and is being returned for the following:

Please title your document Articles of Amendment. You may add that title right above "Certificate of Designation of Preferences".

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

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

Annette Ramsey
OPS

Letter Number: 623A00012300

RECEIVED
2023 JUN -1 AM 9:09
TALLAHASSEE, FLORIDA

Sunshine State Corporate Compliance Company

3458 Lakeshore Drive Tallahassee, Florida 32312

(850) 656-4724

DATE 05/30/2023

****WALK IN****

ENTITY NAME NIRVANA WATER SCIENCES CORP.

DOCUMENT NUMBER _____

****PLEASE FILE THE ATTACHED AND RETURN****

Plain Copy

Certified Copy

Certificate of Status

XXXX

****PLEASE OBTAIN THE FOLLOWING FOR THE ABOVE ENTITY****

Certified Copy of Arts & Amendments

Certified Copy of Arts & Amendments Complete File (Including Annual Reports)

Certificate of Status

Certificate of Status Reflecting: _____

****APOSTILLE' / NOTARIAL CERTIFICATION****

COUNTRY OF DESTINATION _____

NUMBER OF CERTIFICATES REQUESTED _____

TOTAL OWED \$ 43.75

ACCOUNT # I20140000108
United Corporate
Services, Inc.

Keith Leppard

Please call Tina at the above number for any issues or concerns. Thank you so much!

ARTICLES OF AMENDMENT
CERTIFICATE OF DESIGNATION OF PREFERENCES,
RIGHTS AND LIMITATIONS
OF
SERIES A CONVERTIBLE PREFERRED STOCK

FILED
2023 MAY 30 AM 9:07
SECRETARY OF STATE
TREASURER, FLORIDA

Nirvana Water Sciences Corp., a Florida corporation (the “**Corporation**”), certifies that: pursuant to the authority contained in its Amended and Restated Articles of Incorporation the “**Articles of Incorporation**”), and in accordance with the provisions of Section 607.0602 of the Florida Business Corporation Act (the “**FCA**”), the Board of Directors of the Corporation (the “**Board of Directors**”), as of May 26, 2023, duly approved and adopted the following resolution confirming and creating a new series of authorized preferred stock designated as “**Series A Convertible Preferred Stock**,” which resolution remains in full force and effect on the date hereof:

RESOLVED, that pursuant to the authority vested in the Board of Directors by the Articles of Incorporation and applicable law, the Board of Directors does hereby designate, create, authorize and provide for the issuance of a series of the Corporation’s preferred stock, par value \$0.0001 per share, which shall be designated as Series A Convertible Preferred Stock (the “**Series A Convertible Preferred Stock**”), consisting of Sixty Seven Million (67,000,000) of such shares, having the following powers, designations, preferences and relative, participating, optional and other special rights, and qualifications, limitations and restrictions thereof:

Section 1. Definitions.

“**Act**” shall have the meaning set forth in Section 6(b)(iii).

“**Affiliate**” means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 of the Securities Act of 1933, as amended.

“**Business Day**” means any day except any Saturday, any Sunday, any day which is a Federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

“**Certificate of Designation**” means this Certificate of Designation of Preferences, Rights and Limitations of Series A Convertible Preferred Stock, as may be amended following the date hereof.

“**Common Stock**” means the Corporation’s common stock, par value \$0.0001 per share, and the capital stock of any other class of securities into which such securities may hereafter be reclassified or changed.

“Common Stock Equivalents” means any securities of the Corporation or its Subsidiaries (defined herein) which would entitle the holder thereof to acquire Common Stock at any time, including, without limitation, any debt, preferred stock, rights, options, warrants or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

“Constituent Person” shall have the meaning set forth in Section 7(b)(i)(A).

“Conversion Date” shall have the meaning set forth in Section 6(a).

“Conversion Rate” shall have the meaning set forth in Section 6(c).

“Eligible Market” means the NYSE MKT LLC, The NASDAQ Global Select Market, the NASDAQ Global Market, the NASDAQ Capital Market, the New York Stock Exchange, Inc., the Bulletin Board, the OTC QX market, the OTC QB market, the OTC Pink Sheet Market Place, the Canadian Stock Exchange, the NEO Stock Exchange, the Montreal Stock Exchange and/or any other stock exchange or trading market approved by the Board of Directors.

“Holder” means the stockholder(s) in whose name(s) shares of Series A Convertible Preferred Stock are registered in the Series A Preferred Stock Register.

“Investors’ Rights Agreement” means that Investors’ Rights Agreement to be entered into subsequent to the date hereof, by and among the Company and the Holders of the Series A Convertible Preferred Stock, as amended or restated from time to time.

“Junior Stock” means the Common Stock and any other class or series of shares of the Corporation or any of its Subsidiaries which is hereafter authorized and over which the Series A Convertible Preferred Stock has preference or priority as to the payment of dividends (including prohibiting any such dividends while any Series A Convertible Preferred Stock is outstanding) or in the distribution of assets on any liquidation (complete or partial), dissolution or winding up of the affairs of the Corporation or its Subsidiaries.

“Liquidation Event” shall have the meaning set forth in Section 4(a).

“Liquidation Payment” shall have the meaning set forth in Section 4(a).

“Non-Electing Share” shall have the meaning set forth in Section 7(b)(i)(B).

“Non-Surviving Transaction” shall have the meaning set forth in Section 7(b).

“Notice of Conversion” shall have the meaning set forth in Section 6(a).

“Original Issuance Date” means the date of the first issuance of any shares of Series A Convertible Preferred Stock regardless of the number of transfers of any such shares of preferred stock and regardless of the number of certificates which may be issued to evidence such shares of preferred stock.

“Parity Stock” means any class or series of shares of capital stock of the Corporation (including Series A Convertible Preferred Stock), that has pari passu preference with the Series A Convertible Preferred Stock in the payment of dividends or in the distribution of assets on any liquidation (complete or partial), dissolution or winding up of the affairs of the Corporation including, without limitation, a Liquidation Event.

“Person” means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

“Pro-Rata” means, with respect to a Holder, at any time of determination, including any record date, the percentage determined by dividing the number of outstanding shares of Series A Convertible Preferred Stock then held by a Holder, by the aggregate number of outstanding shares of Series A Convertible Preferred Stock held by all Holders.

“Qualified Public Offering” shall have the meaning set forth in Section 6(b)(iii).

“Series A Convertible Preferred Stock” shall have the meaning set forth in Section 2(a).

“Series A Preferred Stock Original Issue Price” shall have the meaning set forth in Section 3(b).

“Series A Preferred Stock Register” shall have the meaning set forth in Section 2(b).

“Subsidiary” means any entity owned, in whole or in part, by the Corporation.

“Substituted Property” shall have the meaning set forth in Section 7(b)(i).

Section 2. Designation and Amount.

(a) Designation and Number of Shares. The shares of the series of preferred stock created by this Certificate of Designation shall be designated as the Corporation’s **“Series A Convertible Preferred Stock”** and the number of shares constituting such series shall be Sixty Seven Million (67,000,000) Shares. Each share of Series A Convertible Preferred Stock shall have a par value of \$0.0001 per share. Such number of shares of Series A Convertible Preferred Stock may be increased or decreased by resolution of the Board of Directors adopted and filed pursuant to the FCA; *provided that* no such decrease shall reduce the number of authorized shares of Series A Convertible Preferred Stock to a number less than the number of shares of Series A Convertible Preferred Stock then outstanding plus the number of shares reserved for issuance upon the exercise of outstanding options, warrants, convertible or exchangeable securities or other rights to acquire shares of Series A Convertible Preferred Stock. The shares of Series A Convertible Preferred Stock and shares of Common Stock issuable upon conversion thereof may be issued in certificated form or in book-entry form on the books and records of the Corporation. To the extent that any shares of Series A Convertible Preferred Stock are issued in book-entry form, references herein to “certificates” shall instead refer to the book-entry notation relating to such shares.

(b) Series A Convertible Preferred Stock Register. The Corporation shall register the shares of outstanding Series A Convertible Preferred Stock, upon records to be maintained by the

Corporation for that purpose (the "**Series A Preferred Stock Register**"), in the name of the Holders thereof from time to time. The Corporation may deem and treat the registered Holder of shares of Series A Convertible Preferred Stock as the absolute owner thereof for the purpose of paying any dividends, making any distributions, effectuating any conversion thereof and for all other purposes. The Corporation shall register the transfer of any shares of Series A Convertible Preferred Stock in the Series A Preferred Stock Register, upon surrender of the certificates evidencing such shares to be transferred, duly endorsed by the Holder thereof, to the Corporation at its address specified herein. Upon any such registration or transfer, a new certificate evidencing the shares of Series A Convertible Preferred Stock so transferred shall be issued to the transferee and a new certificate evidencing the remaining portion of the shares of Series A Convertible Preferred Stock not so transferred, if any, shall be issued to the transferring Holder, if certificated, in each case, within a commercially reasonable time. The provisions of this Certificate of Designation are intended to be for the benefit of all Holders from time to time and shall be enforceable by each such Holder.

Section 3. Dividends.

(a) Regular Dividends. Holders of Series A Convertible Preferred Stock shall be entitled to participate equally and ratably with the holders of shares of Common Stock in all dividends paid and/or distributions made to the holders of Common Stock of shares of Common Stock (excluding for these purposes, dividends paid and/or distributions made in shares of [Series A Convertible Preferred Stock,] shares of Common Stock and/or Common Stock Equivalents as if, immediately prior to each record date for the payment of any such dividends and/or making of any such distributions to the holders of the Common Stock, the shares of Series A Convertible Preferred Stock then outstanding were converted into shares of Common Stock. Dividends payable pursuant to this Section 3(a) shall be payable on the same date and in the same form and manner that such dividends are payable to holders of shares of Common Stock (other than dividends paid and/or distributions made in the form of shares of Common Stock and/or Common Stock Equivalents). Each dividend shall be payable to the holders of record of Series A Convertible Preferred Stock as they appear on the Series A Preferred Stock Register at the close of business on the same day as the record date for the payment of dividends to the holders of shares of Common Stock. Other than as set forth in this Section 3(a), no other dividends shall be paid on the shares of Series A Convertible Preferred Stock, and the Corporation shall pay no dividends (other than dividends in the form of shares of Common Stock) on shares of Common Stock unless it simultaneously complies with the provisions of this Section 3(a).

(b) Series A Preferred Stock Original Issue Price. For purposes of this Certificate of Designation, the term "**Series A Preferred Stock Original Issue Price**" shall mean Five Dollars (\$5.00) per share, or any lesser or greater price as determined by the Board of Directors, subject to appropriate adjustment from time to time following the Original Issuance Date in the event of any stock dividend, stock split, reverse stock split, combination or other similar recapitalization.

Section 4. Liquidation.

(a) In the event of any liquidation, dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary, including a consolidation, merger, reorganization, sale of substantially all of the assets or other form of acquisition of the Corporation in which

holders of Common Stock are to receive exclusively cash consideration in any such transaction, after payment or provision for payment of the debts and other liabilities of the Corporation (a "**Liquidation Event**"), the Holders of the then outstanding Series A Convertible Preferred Stock, shall be entitled to receive, in connection with distributions payable to the holders of the Common Stock as a result of a Liquidation Event, an amount per share of Series A Convertible Preferred Stock, equal to the greater of: (i) the Series A Preferred Stock Original Issue Price, or (ii) the amount that would be received by such Holder had such Holder converted its Series A Convertible Preferred Stock into Common Stock immediately prior to the Liquidation Event at the then Conversion Rate (the "**Liquidation Payment**"), before any distribution is made to holders of shares of any other equity security of the Corporation (including Common Stock, Junior Stock or Parity Stock) upon any Liquidation Event. If, upon the consummation of any such transaction, the assets of the Corporation, or proceeds thereof, distributable among the holders of the then outstanding shares of Series A Convertible Preferred are insufficient to pay the full amount of the Liquidation Payment in respect of all then outstanding shares of Series A Convertible Preferred Stock, then all such assets and proceeds of the Corporation thus distributable shall be distributed ratably to such holders in respect of the then outstanding shares of Series A Convertible Preferred Stock.

(b) Notice of any Liquidation Event shall be given by mail, postage prepaid, not less than 30 days prior to the distribution or payment date stated therein, to each Holder of record of Series A Convertible Preferred Stock appearing on the Series A Convertible Preferred Stock Register of the Corporation as of the date of such notice at the address of said Holder shown therein. Such notice shall state the distribution or payment date, the amount of the Liquidation Payment and the place where the Liquidation Payment shall be distributable or payable.

(c) After the payment in cash to the Holders of shares of the Series A Convertible Preferred Stock of the full amount of the Liquidation Payment with respect to the outstanding shares of Series A Convertible Preferred Stock, the Holders of the outstanding shares of Series A Convertible Preferred Stock shall have no right or claim, based on their ownership of shares of Series A Convertible Preferred Stock (including, without limitation, as a result of converting their shares of Series A Convertible Preferred Stock into shares of Common Stock or other Common Stock Equivalent), to any of the remaining assets of the Corporation.

Section 5. Voting

(a) General. On any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of a meeting), except as otherwise provided in this Certificate of Designation or by applicable law, each then Holder of outstanding shares of Series A Convertible Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the Series A Convertible Preferred Stock held by such Holder are convertible into pursuant to this Certificate of Designation as of the record date for determining stockholders entitled to vote (or consent) on such matter (or if no record date is set, the date of determination as to when stockholders can vote or consent to such items). Except as otherwise provided by applicable law or by any provisions of the Articles of Incorporation, Holders of Series A Convertible Preferred Stock shall vote together with the holders of Common Stock, all as a single class.

(b) Series A Convertible Preferred Stock Protective Provisions. Notwithstanding anything to the contrary provided herein or elsewhere, so long as any shares of Series A Convertible Preferred Stock are outstanding, the Corporation shall not, by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Articles of Incorporation) the prior written consent or affirmative written vote of Holders of at least a majority of the then outstanding shares of Series A Convertible Preferred Stock, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class, and any such act or transaction entered into without such consent or vote shall be null and void *ab initio*, and of no force or effect:

(i) Amend, modify, add, repeal or waive any provision of this Certificate of Designation or otherwise take any action that modifies any powers, rights, preferences, privileges or restrictions of this Certificate of Designation;

(ii) Authorize, create or issue shares of any class of capital stock having rights, preferences or privileges superior to the shares of the Series A Convertible Preferred Stock;

(iii) Amend the Articles of Incorporation of the Corporation in a manner that adversely and materially affects the rights of the Holders of the Series A Convertible Preferred Stock.

Section 6. Conversion.

(a) Optional Conversion. Subject to the other provisions of this Certificate of Designation, each share of Series A Convertible Preferred Stock shall be convertible, at any time and from time to time from and after the Original Issuance Date, at the option of the Holder thereof, into shares of Common Stock at the Conversion Rate. Holders shall effect conversions by providing the Corporation with the form of conversion notice attached hereto as Annex A (a "**Notice of Conversion**"). Each Notice of Conversion shall specify the number of shares of Series A Convertible Preferred Stock to be converted, the number of shares of Series A Convertible Preferred Stock owned prior to the conversion at issue, the number of shares of Series A Convertible Preferred Stock to be owned subsequent to the conversion at issue, the number of shares of Common Stock issuable upon conversion of the shares of Series A Convertible Preferred Stock being converted as set forth in the Notice of Conversion, the date on which such conversion is to be effected, which date may not be prior to the date the applicable Holder delivers such Notice of Conversion to the Corporation (such date, the "**Conversion Date**"). If no Conversion Date is specified in a Notice of Conversion, the Conversion Date shall be the date that such Notice of Conversion to the Corporation is deemed delivered hereunder. The calculations and entries set forth in the Notice of Conversion shall control in the absence of manifest or mathematical error. No inked original Notice of Conversion shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Conversion be required. To effect conversions of shares of Series A Convertible Preferred Stock under this Section 6(a), a Holder shall not be required to surrender the certificate(s) representing the Series A Convertible Preferred Stock to the Corporation (if certificated) unless all of the shares of Series A Convertible Preferred Stock represented thereby are so converted, in which case such Holder shall deliver the certificate, if any, representing such shares of Series A Convertible Preferred Stock promptly following the Conversion Date at issue.

(b) Mandatory Conversion. Unless earlier converted, each outstanding share of Series A Convertible Preferred Stock shall automatically be converted into shares of Common Stock upon the first to occur of:

(i) Written consent or vote of Holders of at least fifty-one (51%) percent of the outstanding shares of the Series A Convertible Preferred Stock voting as a single class in favor thereof;

(ii) The shares of Common Stock (or the common stock of any successor to the Corporation) are (A) listed on an Eligible Market, and (B) simultaneously therewith, the Corporation (or any successor to the Corporation) receives gross proceeds of not less than eight million dollars (\$8,000,000) from the sale of its equity securities in a public offering or private placement; or

(iii) The Corporation (or a successor corporation or parent) effectuates a Qualified Public Offering. For purposes hereof, the term "**Qualified Public Offering**" shall mean an underwritten public offering pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "**Act**"), covering the offer and sale of shares of Common Stock (or common stock of a successor corporation or parent), (A) resulting in gross proceeds to the Corporation (before underwriting discounts, commissions and fees and expenses) of at least Ten Million Dollars (\$10,000,000), and (B) the shares of Common Stock are listed on an Eligible Market. Holders of such shares subject to mandatory conversion shall deliver to the Corporation at its principal office (or such other office or agency as the Corporation may designate by notice in writing) during its usual business hours, the certificate or certificates for the shares of Series A Convertible Preferred Shares being converted, if any, and the Corporation shall issue and deliver to such Holders, certificates for the number of shares of Common Stock to which such Holders are entitled (if certificated or, in the absence thereof, register such number of shares of Common Stock in the Company's Common Stock Register). Until such time as Holders of shares of Series A Convertible Preferred Stock shall surrender those certificates therefor, if any, as provided above (or lost stock certificate affidavit and agreement as provided in subsection (d) below), such certificates shall only represent the right to shares of Common Stock to which the Holders shall be entitled upon the surrender thereof and no Holder shall have any other rights including, without limitation, with regard to dividends, voting, distributions and/or otherwise with regard to such shares of Series A Convertible Preferred Stock.

(c) Conversion Rate. Each Share of Series A Convertible Preferred Stock shall initially be convertible into one (1) share of Common Stock, subject to adjustment as set forth in Section 7 below (the "**Conversion Rate**").

(d) Mechanics of Conversion.

(i) Delivery of Certificate Upon Optional Conversion. Within a commercially reasonable period after each Conversion Date, the Corporation shall deliver, or cause to be delivered, to the converting Holder a certificate or certificates representing the number of shares of Common Stock being acquired upon the conversion of the shares of Series A Convertible Preferred Stock set forth in the Holder's Notice of Conversion (or, if not certificated, register same in the Series A Preferred Stock Register).

(ii) Procedural Requirements in Mandatory Conversion. In the event of a mandatory conversion, all Holders of Series A Convertible Preferred Stock shall be sent written notice of the occurrence of an event or events set forth in Section 6(b) which requires mandatory conversion of all such shares of Series A Convertible Preferred Stock. Such notice need not be sent in advance of the occurrence of the event causing the mandatory conversion. Upon receipt of such notice, each Holder of Series A Convertible Preferred Stock shall surrender his, her or its certificate or certificates for all such shares of Series A Convertible Preferred Stock, if any (or, if such Holder alleges that such certificate(s) has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation indemnifying the Corporation against any claim that may be made against the Corporation and/or its agents or representatives on account of the alleged loss, theft or destruction of such certificate) to the Corporation at the place designated in such notice. If so required by the Corporation, any certificates surrendered for conversion shall be endorsed or accompanied by written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered Holder or by his, her or its attorney duly authorized in writing. All rights with respect to the shares of Series A Convertible Preferred Stock, including the rights, if any, to receive notices and vote (other than as a holder of Common Stock), will terminate at the time of the mandatory conversion (notwithstanding the failure of the Holder or Holders thereof to surrender any certificates at or prior to such time), except only the rights of the Holder or Holders thereof, upon surrender of any certificate or certificates of such Holders (or lost certificate affidavit and agreement) therefor, to receive the items provided for in the next sentence of this Section 6(d)(ii). Within a commercially reasonable period of time after a mandatory conversion and, if applicable, the surrender of any certificate or certificates (or lost certificate affidavit and agreement) for Series A Convertible Preferred Stock, the Corporation shall (a) issue and deliver to such Holder, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable on such conversion in accordance with the provisions hereof, or if not certificated, register the same in the Corporation's Common Stock Register.

(iii) Fractional Shares. No fractional shares or scrip representing fractional shares shall be issued upon the conversion of the Series A Convertible Preferred Stock to Common Stock. As to any fractional shares of Series A Convertible Preferred Stock or Common Stock which the Holder would otherwise be entitled to receive upon such conversion, the Corporation shall round up to the next whole share.

(iv) Transfer Taxes and Expenses. The issuance of certificates for shares of the Common Stock upon conversion of shares of Series A Convertible Preferred Stock (if certificated) shall be made without charge to any Holder for any documentary stamp or similar taxes that may be payable in respect of the issuance or delivery of such certificates, provided that the Corporation shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the Holder of such Series A Convertible Preferred Stock and the Corporation shall not be required to issue or deliver such certificates unless or until the Person or Persons requesting the issuance thereof shall have paid to the

Corporation the amount of any such tax or shall have established to the satisfaction of the Corporation that such tax has been paid.

(e) Reservation of Shares of Common Stock. The Corporation shall at all times when any shares of Series A Convertible Preferred Stock are outstanding, reserve and keep available out of its authorized but unissued shares of capital stock, for the purpose of effecting the conversion of the shares of Series A Convertible Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding shares of Series A Convertible Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of Series A Convertible Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes.

(f) No Voting or Dividend Rights. Except as otherwise specifically provided in this Certificate of Designation, the Articles of Incorporation and/or by applicable law, until conversion of any share of Series A Convertible Preferred Stock:

(i) no Holder of any share of Series A Convertible Preferred Stock shall have or exercise any rights by virtue hereof as a holder of Common Stock, including, without limitation, the right to vote or to receive dividends and other distributions as a holder of Common Stock or to receive notice of, or attend, meetings or any other proceedings of holders of Common Stock;

(ii) the consent of any such Holder as a holder of Common Stock shall not be required with respect to any action or proceeding of the Corporation;

(iii) except as provided in Section 3(a) or Section 4(a), no such Holder, by reason of the ownership or possession of a share of Series A Convertible Preferred Stock, shall have any right to receive any cash dividends, stock dividends, allotments or rights or other distributions paid, allotted or distributed or distributable to the holders of Common Stock prior to, or for which the relevant record date preceded, the date of the conversion of such share of Series A Convertible Preferred Stock; and

(iv) no such Holder shall have any right not expressly conferred under this Certificate of Designation or by applicable law with respect to the shares of Series A Preferred Stock held by such Holder.

Section 7. Certain Adjustments; Distributions, Etc.

(a) Stock Dividends and Stock Splits. If the Corporation, at any time while any shares of Series A Convertible Preferred Stock are outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions on outstanding shares of Common Stock payable in shares of Common Stock and/or Common Stock Equivalents (which, for the avoidance of doubt, shall not include any shares of Common Stock issued by the Corporation upon conversion of, or payment of a dividend on, the Series A Convertible Preferred Stock, (ii) subdivides the outstanding shares

of Common Stock into a larger number of shares, (iii) combines (including by way of a reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (iv) issues, in the event of a reclassification of shares of the Common Stock, any shares of capital stock of the Corporation, the then Conversion Rate shall be adjusted appropriately to reflect such issuance, distributions, dividend, subdivision, combination or reclassification. Any adjustment made pursuant to this Section 8(a) shall be effective immediately after the record date (or if there is no record date, the date of determination) for the determination of stockholders entitled to receive such issuance, dividend or distributions, and shall become effective immediately after the effective date in the case of any such subdivision, combination or re-classification.

(b) Changes in Common Stock. In case at any time or from time to time after the Original Issuance Date and while shares of Series A Convertible Preferred Stock remain outstanding, the Corporation shall be a party to or shall otherwise engage in any transaction or series of related transactions constituting a merger of the Corporation into, a consolidation of the Corporation with, a sale, lease, transfer, conveyance or other disposition (in one or a series of related transactions) of all or substantially all of the Corporation's assets to, or an acquisition of fifty percent (50%) or more of the voting interests in the Corporation by, any other Person, and such transaction or series of transactions does not constitute a Liquidation Event (a "**Non-Surviving Transaction**") then, as a condition to the consummation of such Non-Surviving Transaction, the Corporation shall cause such other Person to make lawful provision as a part of the terms of such Non-Surviving Transaction whereby:

(i) so long as any share of Series A Convertible Preferred Stock remains outstanding, on such terms and subject to such conditions substantially identical to the provisions set forth in this Certificate of Designation, each share of Series A Convertible Preferred Stock, in lieu of the Common Stock issuable upon such conversion prior to such consummation, shall be convertible into only the securities or other property ("**Substituted Property**") that would have been receivable upon the consummation of a Non-Surviving Transaction by a holder of the number of shares of Common Stock into which such share of Series A Preferred Stock was convertible immediately prior to such Non-Surviving Transaction, assuming such holder of Common Stock:

(A) is not a Person with which the Corporation consolidated or into which the Corporation merged or which merged into the Corporation or to which such sale or transfer was made as the case may be ("**Constituent Person**"), or an Affiliate of a Constituent Person; and

(B) failed to exercise his, her or its rights of election, if any, as to the kind or amount of securities, cash and other property receivable upon such Non-Surviving Transaction (provided that if the kind or amount of securities, cash and other property receivable upon such Non-Surviving Transaction is not the same for each share of Common Stock held immediately prior to such Non-Surviving Transaction by a Holder other than a Constituent Person or an Affiliate thereof and in respect of which such rights of elections have not been exercised ("**Non-Electing Share**"), then for purposes of this Section 8(b), the kind and amount of securities, cash and other property receivable upon such Non-Surviving Transaction by each Non-Electing Share shall be deemed to be the kind and amount so receivable per share by a plurality of the Non-Electing Shares; and

(ii) the rights, preferences, privileges and obligations of such other Person and the Holders of shares of Series A Convertible Preferred Stock in respect of Substituted Property shall be substantially identical to the rights, preferences, privileges and obligations of the Corporation and Holders of the Series A Convertible Preferred Stock in respect of Common Stock hereunder as set forth in this Section 7.

(c) Calculations. All calculations under this Section 7 shall be made to the nearest cent or the nearest 1/100th of a share of Series A Convertible Preferred Stock, as the case may be. For purposes of this Section 7, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding any treasury shares of the Corporation) issued and outstanding on the books and records of the Corporation.

(d) Notice to the Holders.

(i) Adjustment to Conversion Rate. Whenever the Conversion Rate is adjusted pursuant to any provision of this Section 7, the Corporation shall promptly deliver to each Holder a notice setting forth the Conversion Rate after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

(ii) Notice to Allow Conversion by Holder. If (A) the Corporation shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Corporation shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Corporation shall authorize the granting to all holders of the Common Stock of any rights to purchase stock, warrants or other securities of the Corporation, (D) the approval of any stockholders of the Corporation shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Corporation is a party, any sale or transfer of all or substantially all of the assets of the Corporation, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property or (E) the Corporation shall authorize a Liquidation Event, then, in each case, the Corporation shall cause to be filed at each office or agency maintained for the purpose of conversion of the Series A Convertible Preferred Stock, and shall cause to be delivered to each Holder at its last address as it shall appear upon the Series A Preferred Stock Register, at least ten (10) Business Days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distributions, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange, provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice.

(c) Stock Certificates. Irrespective of any adjustment to the Conversion Rate or the amount or kind of shares into which the shares of Series A Convertible Preferred Stock are convertible, any certificates for shares of Series A Convertible Preferred Stock theretofore or thereafter issued, if any, may continue to express the same Conversion Rate initially applicable or the amount or kind of shares initially issuable upon conversion of the Series A Convertible Preferred Stock evidenced thereby (but the adjusted amount shall nonetheless be the determinative amount).

Section 8. Miscellaneous.

(a) Notices. Any and all notices or other communications or deliveries to be provided by the Holders hereunder including, without limitation, any Notice of Conversion, shall be in writing and delivered personally or by electronic mail (receipt acknowledged), or sent by a nationally recognized overnight courier service, to the Corporation, at 1819 Main Street, Suite 604, Sarasota, Florida 34236, Attention: Douglas Toth, President, email: doug@nirvanawatersciences.com, or such address or email address as the Corporation may specify for such purposes by notice to the Holders delivered in accordance with this Section 8(a). Any and all notices or other communications or deliveries to be provided by the Corporation hereunder shall be in writing and delivered personally (receipt acknowledged), by electronic mail, or sent by a nationally recognized overnight courier service addressed to each Holder at the address of such Holder appearing on the Series A Preferred Stock Register. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via email prior to 5:30 p.m. (New York Time) on any date, (ii) the next Business Day after the date of transmission, if such notice or communication is delivered via email on a day that is not a Business Day or later than 5:30 p.m. (New York City time) on any Business Day, (iii) the second Business Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, receipt acknowledged, or (iv) upon actual receipt by the party to whom such notice is required to be given.

(b) Lost or Mutilated Series A Convertible Preferred Stock Certificate. If a Holder's Series A Convertible Preferred Stock certificate, if any, shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the Series A Convertible Preferred Stock so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership thereof reasonably satisfactory to the Corporation; provided, however, that notwithstanding anything to the contrary provided herein or elsewhere, the Board of Directors of the Corporation or any officer of the Corporation may, in its sole discretion, require the Holder of the mutilated, lost, stolen or destroyed certificate or such Holder's legal representatives to give the Corporation a bond in such sum, limited or unlimited and in such form and with such surety or sureties, as the Board of Directors or any officer of the Corporation shall determine, to indemnify the Corporation and its officers, directors, agents and representatives against any claim that may be made against it and/or any of them on account of the alleged mutilation, loss, stolen or destroyed certificate, or the issuance of such new replacement certificate.

(c) Governing Law; Venue. This Certificate of Designation and the terms and conditions set forth herein, shall be governed by and construed solely and exclusively in

accordance with the internal laws of the State of New York without regard to the conflicts of laws principles thereof. Any suit, action and/or legal proceeding arising directly and/or indirectly pursuant to or under this Certificate of Designation shall be brought solely in a Federal or state court located in the City, County and State of New York, and the Corporation and all Holders of Series A Convertible Preferred Stock are hereby deemed to be required to irrevocably submit to the in personam jurisdiction of the Federal and state courts located in the City, County and State of New York and any process in any such suit, action, or proceeding may be served upon any of them personally, or by certified mail or registered mail upon them or their agent, return receipt requested, with the same full force and effect as if personally served upon them in New York, New York. The Holders of the Series A Convertible Preferred Stock are hereby deemed to expressly and irrevocably waive any claim that any such jurisdiction is not a convenient forum for any such suit, action or proceeding and any defense of lack of in personam jurisdiction with respect thereto. In the event of any such action or proceeding, the party prevailing therein shall be entitled to payment from the other parties thereto of all of his, her or its reasonable counsel fees and disbursements.

(d) Amendment; Waiver. Any provision of this Certificate of Designation may be amended or waived only upon the written consent of the Corporation and the Holders of at least 50.1% of the shares of Series A Convertible Preferred Stock then outstanding.

(e) Action By Holders. Any action or consent to be taken or given by Holders of the shares of Series A Convertible Preferred Stock may be given either at a meeting of the Holders of the Series A Convertible Preferred Stock called and held for such purpose or by written consent.

(f) Waiver. Any waiver by the Corporation or a Holder of a breach of any provision of this Certificate of Designation shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Certificate of Designation or a waiver by any other Holders. The failure of the Corporation or a Holder to insist upon strict adherence to any provision of this Certificate of Designation on one or more occasions shall not be considered a waiver or deprive that party (or any other Holder) of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate of Designation on any other occasion. Any waiver by the Corporation or a Holder must be in writing.

(g) Next Business Day. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made, or obligation performed, on the next succeeding Business Day.

(h) Status of Converted Series A Convertible Preferred Stock. If any shares of Series A Convertible Preferred Stock shall be converted, cancelled or retired, or reacquired by the Corporation in any manner whatsoever, such shares of Series A Convertible Preferred Stock shall be converted promptly after the acquisition thereof, shall resume the status of authorized but unissued shares of preferred stock of the Corporation and shall no longer be designated as "Series A Convertible Preferred Stock."

(i) Restrictive Legends. Until such time as the Series A Convertible Preferred Stock and the shares of Common Stock issuable upon the conversion of the Series A Convertible Preferred Stock, have been registered and sold pursuant to an effective registration statement under

the Act, or the shares of Series A Convertible Preferred Stock or the shares of Common Stock issuable upon the conversion of the shares of Series A Convertible Preferred Stock, as applicable, are eligible for resale pursuant to Rule 144 promulgated under the Act without any restriction as to the number of securities as of a particular date that can then be immediately sold, each certificate issued with respect to a share of Series A Convertible Preferred Stock or any shares of Common Stock issuable upon the conversion of shares of the Series A Convertible Preferred Stock (if certificated) will, in addition to any legend required under applicable law and/or under any other document and/or agreement relating and/or applicable to the Series A Convertible Preferred Stock including, without limitation, the Investors' Rights Agreement, shall bear a legend, substantially as follows:

"THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY U.S. STATE OR OTHER JURISDICTION. THE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (1) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR (2) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE STATE SECURITIES LAWS AND THE APPLICABLE SECURITIES LAWS OF OTHER JURISDICTIONS, AND IN THE CASE OF A TRANSACTION EXEMPT FROM REGISTRATION, UNLESS THE CORPORATION HAS RECEIVED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT THAT SUCH TRANSACTION DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT AND SUCH OTHER APPLICABLE LAWS."

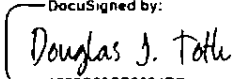
(j) No Other Rights. The shares of Series A Convertible Preferred Stock shall not have any powers, designations, preferences or relative, participating, optional, or other special rights, nor shall there be any qualifications, limitations or restrictions or any powers, designations, preferences or rights of such shares, other than as set forth in this Certificate of Designation or in the Amended and Restated Articles of Incorporation or as may be provided by law.

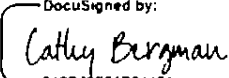
(k) Record Holder. Prior to due presentment for registration or transfer of any shares of Series A Convertible Preferred Stock, the Corporation may deem and treat the Person in whose name such shares are registered in the Series A Preferred Stock Register as the absolute owner of such shares of Series A Convertible Preferred Stock, and neither the transfer agent nor the Corporation shall be affected by notice to the contrary.

(l) Investors' Rights Agreement. The terms of this Certificate of Designation shall be subject to the Investors' Rights Agreement, if and when entered into by the Corporation and the Holder, the terms of which will be incorporated herein by reference thereto.

**[SIGNATURE PAGE TO CERTIFICATE OF DESIGNATION OF
SERIES A CONVERTIBLE PREFERRED STOCK]**

IN WITNESS WHEREOF, the Corporation has caused this Certificate of Designation to be signed as of the 26th day of May, 2023.

By: 
Name: Douglas Toth
Title: President

By: 
Name: Cathy Bergman
Title: Secretary

**[END OF SIGNATURE PAGE TO CERTIFICATE OF DESIGNATION OF SERIES A
CONVERTIBLE PREFERRED STOCK]**

ANNEX A

NOTICE OF CONVERSION

(TO BE EXECUTED BY THE REGISTERED HOLDER IN ORDER TO CONVERT SHARES
OF SERIES A CONVERTIBLE PREFERRED STOCK)

The undersigned hereby elects to convert the number of shares of Series A Convertible Preferred Stock indicated below into shares of common stock, par value \$0.0001 per share (the "**Common Stock**") of Nirvana Water Sciences Corp., a Florida corporation (the "**Corporation**"). as of the date written below. If shares of Common Stock are to be issued in the name of a Person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto and is delivering herewith such certificates and opinions as may be required by the Corporation in accordance with the Certificate of Designation of Preferences, Rights and Powers of the Series A Convertible Preferred Stock of the Corporation. No fee will be charged to the Holder for any conversion, except for any such transfer taxes.

Conversion calculations: _____

Date to Effect Conversion: _____

Number of shares of Series A Convertible Preferred Stock owned prior to
Conversion: _____

Number of shares Series A Convertible Preferred Stock to be Converted: _____

Number of shares of Common Stock to be Issued: _____

Applicable Conversion Rate: _____

Number of shares of Series A Convertible Preferred Stock subsequent to
Conversion: _____

Address for Delivery: _____

[Name of Holder]

By: _____

Name:

Title: