

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of
The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): November 1, 2016

BIOTECH PRODUCTS SERVICES AND RESEARCH, INC.

(Exact name of registrant as specified in its charter)

<u>Nevada</u> (State or other jurisdiction of incorporation)	<u>000-55008</u> (Commission File Number)	<u>47-4180540</u> (IRS Employer Identification No.)
<u>4045 Sheridan Avenue, Suite 239</u> <u>Miami, FL</u> (Address of principal executive offices)		<u>33140</u> (Zip Code)

Registrant's telephone number, including area code: (888) 963-7881

N/A

(Former name or former address, if changed since last report)

With a copy to:
Philip Magri, Esq.
Magri Law, LLC
2642 NE 9th Avenue
Fort Lauderdale, FL 33334
T: 646.502.5900
F: 646.826.9200
pmagri@magrilaw.com
www.MagriLaw.com

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Item 1.01 Entry into a Material Definitive Agreement.

On November 1, 2016, Biotech Products Services and Research, Inc., a Nevada corporation (the “**Company**”), entered into a Share Exchange Agreement with Albert Mitrani, the Chief Executive Officer, President and Chairman of the Board of Directors of the Company. Pursuant to the Share Exchange Agreement, Mr. Mitrani exchanged 100,000 shares of his common stock, par value \$0.001 per share (the “**Common Stock**”), of the Company for 100 shares of Series A Non-Convertible Preferred Stock (the “**Series A Exchange Agreement**”).

On November 1, 2016, the Company entered into a Share Exchange Agreement with Mr. Mitrani. Pursuant to the Share Exchange Agreement, Mr. Mitrani exchanged 20 million (20,000,000) shares of his Common Stock of the Company for an aggregate of 1 million (1,000,000) shares Series B Convertible Preferred Stock on a 1-for-20 basis (the “**Series B Exchange Agreement**”).

The Series A Exchange Agreement and Series B Exchange Agreement are filed as Exhibits 10.1 and 10.2, respectively, to this Form 8-K and are hereby incorporated by reference herein.

Item 3.02 Unregistered Sales of Equity Securities.

The Company issued to Mr. Mitrani the 100 shares of Series A Non-Convertible Preferred Stock and 1,000,000 shares of Series B Convertible Preferred Stock referred to under Item 1.01 of this Form 8-K pursuant to Section 3(a)(9) of the Securities Act of 1933, as amended.

Item 3.03 Material Modification to Rights of Security Holders.

Pursuant to the Certificate of Designation for the Series A Non-Convertible Preferred Stock, the outstanding shares of Series A Convertible Preferred Stock shall vote together with the shares of Common Stock and other voting securities of the Company as a single class and, regardless of the number of shares of Series A Convertible Preferred Stock outstanding and, as long as at least one of such shares of Series A Convertible Preferred Stock is outstanding, shall represent eighty percent (80%) of all votes entitled to be voted at any annual or special meeting of stockholders of the Company or action by written consent of stockholders. Pursuant to the Series A Exchange Agreement disclosed under Item 1.01 of this Form 8-K, the Company issued 100 shares of Series A Convertible Preferred Stock to Albert Mitrani, the Chief Executive Officer, President and Chairman of the Company, in exchange for 100,000 shares of his Common Stock of the Company. As a result, Mr. Mitrani has the ability to control the Board of Directors and significantly influence the outcome of issues submitted to our stockholders. As a consequence, it may be difficult for investors to remove our Board Members and/or management. The ownership by Mr. Mitrani could also deter unsolicited takeovers, including transactions in which stockholders might otherwise receive a premium for their shares over then current market prices. Notwithstanding the foregoing, Mr. Mitrani remains bound by his fiduciary obligations to the stockholders of the Company and to act in good faith under the Nevada Revised Statutes and Bylaws of the Company.

Also, the Series A Non-Convertible Preferred Stock and Series B Convertible Preferred Stock have liquidation preference over the Company’s outstanding Common Stock in the event there is a liquidation, winding up or dissolution of the Company.

Item 8.01 Other Events.

Series A Non-Convertible Preferred Stock

On November 1, 2016, the Company filed a Certificate of Designation with the Secretary of State of Nevada therein designating out of the 10,000,000 authorized “blank check” shares of Preferred Stock, a class of Preferred Stock as “Series A Non-Convertible Preferred Stock” consisting of 100 shares (the “**Series A Certificate of Designation**”).

Set forth below is a summary of the Series A Certificate of Designation is qualified by its entirety to the Certificate of Designation filed with the Secretary of State, a copy of which is filed as Exhibit 3.1 to this Form 8-K.

Voting

Generally, the outstanding shares of Series A Non-Convertible Preferred Stock shall vote together with the shares of Common Stock and other voting securities of the Company as a single class and, regardless of the number of shares of Series A Non-Convertible Preferred Stock outstanding, and as long as at least one share of Series A Non-Convertible Preferred Stock is outstanding, such shares shall represent eighty percent (80%) of all votes entitled to be voted at any annual or special meeting of stockholders of the Company or action by written consent of stockholders. Each outstanding share of the Series A Non-Convertible Preferred Stock shall represent its proportionate share of the 80% which is allocated to the outstanding shares of Series A Non-Convertible Preferred Stock.

Dividends

The holders of shares of Series A Non-Convertible Preferred Stock shall not be entitled to receive any dividends.

Ranking

The Series A Non-Convertible Preferred Stock shall, with respect to distribution rights on liquidation, winding up and dissolution, (i) rank senior to any of the shares of Common Stock of the Company, and any other class or series of stock of the Company which by its terms shall rank junior to the Series A Non-Convertible Preferred Stock, and (ii) rank junior to any other series or class of preferred stock of the Company and any other class or series of stock of the Company which by its term shall rank senior to the Series A Non-Convertible Preferred Stock.

So long as any shares of Series A Non-Convertible Preferred Stock are outstanding, the Company shall not alter or change any of the powers, preferences, privileges or rights of the Series A Non-Convertible Preferred Stock, without first obtaining the approval by vote or written consent, in the manner provided by law, of the holders of at least a majority of the outstanding shares of Series A Non-Convertible Preferred Stock, as to changes affecting the Series A Non-Convertible Preferred Stock.

Redemption

The shares of the Series A Non-Convertible Preferred Stock are not redeemable.

Protection Provisions

So long as any shares of Series A Non-Convertible Preferred Stock are outstanding, the Company shall not, without first obtaining the approval (by vote or written consent, as provided by the Nevada Business Corporation Act) of the Holders of at least a majority of the then outstanding shares of Series A Non-Convertible Preferred Stock:

- (a) alter or change the rights, preferences or privileges of the Series A Non-Convertible Preferred Stock;
- (b) alter or change the rights, preferences or privileges of any capital stock of the Company so as to affect adversely the Series A Non-Convertible Preferred Stock;
- (c) create any new class or series of capital stock having a preference over the Series A Non-Convertible Preferred Stock as to distribution of assets upon liquidation, dissolution or winding up of the Company (as previously defined, “ **Senior Securities** ”);
- (d) create any new class or series of capital stock ranking *pari passu* with the Series A Non-Convertible Preferred Stock as to distribution of assets upon liquidation, dissolution or winding up of the Company (as previously defined, “ **Pari Passu Securities** ”);
- (e) increase the authorized number of shares of Series A Non-Convertible Preferred Stock;
- (f) issue any shares of Series A Non-Convertible Preferred Stock other than pursuant to the Securities Purchase Agreement with the original parties thereto;
- (g) issue any additional shares of Senior Securities; or
- (h) redeem, or declare or pay any cash dividend or distribution on, any Junior Securities.

Merger, Consolidation, Etc.

If at any time or from time to time there shall be (i) a merger, or consolidation of the Company with or into another corporation, (ii) the sale of all or substantially all of the Company's capital stock or assets to any other person, (iii) any other form of business combination or reorganization in which the Company shall not be the continuing or surviving entity of such business combination or reorganization, or (iv) any transaction or series of transactions by the Company in which in excess of 50 percent of the Company's voting power is transferred (each, a "**Reorganization**"), then as a part of such Reorganization, provision shall be made so that the holders of the Series A Non-Convertible Preferred Stock shall thereafter be entitled to receive the same kind and amount of stock or other securities or property (including cash) of the Company, or of the successor corporation resulting from such Reorganization.

Series B Convertible Preferred Stock

On November 1, 2016, the Company filed a Certificate of Designation with the Secretary of State of Nevada therein designating out of the 10,000,000 authorized "blank check" shares of Preferred Stock, a class of Preferred Stock as "Series B Convertible Preferred Stock" consisting of 1 million (1,000,000) shares (the "**Series B Certificate of Designation**").

Set forth below is a summary of the Series B Certificate of Designation and is qualified by its entirety to the Certificate of Designation filed with the Secretary of State, a copy of which is filed as Exhibit 3.2 to this Form 8-K.

Conversion

Each holder of Series B Preferred Stock ("**Holder**") shall have the right, at such Holder's option, at any time or from time to time from and after the day immediately following the date the Series B Preferred Stock is first issued, to convert each share ("**Share**") of Series B Preferred Stock into Twenty (20) fully-paid and non-assessable share of Common Stock.

Rank

Except as specifically provided below, the Series B Preferred Stock shall, with respect to dividend rights, rights on liquidation, winding up and dissolution, rank junior to the Series A Non-Convertible Preferred Stock of the Company and senior to (i) all classes of Common Stock of the Company and (ii) any class or series of capital stock of the Company hereafter created (unless, with the consent of the Holder(s) of Series B Preferred Stock).

Liquidation Preference

Except as otherwise provided by the Nevada Revised Statutes and subject to the provisions of the Certificate of Designation, in the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Company, the Holders of shares of the Series B Preferred Stock then outstanding shall be entitled to be paid, out of the assets of the Company available for distribution to its stockholders, whether from capital, surplus or earnings, an amount equal to the Stated Value.

Liquidation

In the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Company, the Holders of shares of the Series B Preferred Stock then outstanding shall be entitled to be paid, out of the assets of the Company available for distribution to its stockholders, whether from capital, surplus or earnings, an amount equal to the Stated Value per share.

Dividends/Stock Splits

If the Company declares or pays a dividend or distribution on the Common Stock, whether such dividend or distribution is payable in cash, securities or other property, including the purchase or redemption by the Company of shares of Common Stock for cash, securities or property, but excluding any repurchases of Common Stock held by employees or consultants of the Company upon termination of their employment or services pursuant to agreements providing for such repurchase, the Company shall simultaneously declare and pay a dividend on the Series B Preferred Stock on a pro rata basis with the Common Stock determined on an as-converted basis assuming all outstanding shares of Series B Preferred Stock had been converted as of immediately prior to the record date of the applicable dividend (or if no record date is fixed, the date as of which the record holders of Common Stock entitled to such dividends are to be determined).

The number of shares of Common Stock of the Company issuable pursuant to the conversion of outstanding shares of Series B Preferred Stock shall be adjusted for any forward stock splits, but not any reverse stock splits, by the Company of its outstanding shares of Common Stock.

Voting Rights

Each holder of outstanding Shares of Series B Preferred Stock shall be entitled to vote with holders of outstanding shares of Common Stock, voting together as a single class, with respect to any and all matters presented to the stockholders of the Company for their action or consideration (whether at a meeting of stockholders of the Company, by written action of stockholders in lieu of a meeting or otherwise), except as provided by law. In any such vote, each Share of Series B Preferred Stock shall be entitled to a number of votes equal to the number of shares of Common Stock into which the Share is convertible as of the record date for such vote or written consent or, if there is no specified record date, as of the date of such vote or written consent. Each holder of outstanding Shares of Series B Preferred Stock shall be entitled to notice of all stockholder meetings (or requests for written consent) in accordance with the Company's bylaws.

To the extent that under the Nevada Revised Statutes the vote of the Holders of the Series B Preferred Stock, voting separately as a class or series, as applicable, is required to authorize a given action of the Company, the affirmative vote or consent of the Holders of at least a majority of the shares of the Series B Preferred Stock represented at a duly held meeting at which a quorum is present or by written consent of a majority of the shares of Series B Preferred Stock (except as otherwise may be required under the Nevada Revised Statutes) shall constitute the approval of such action by the class. To the extent that under the Nevada Revised Statutes, Holders of the Series B Preferred Stock are entitled to vote on a matter with Holders of Common Stock, voting together as one class, each share of Series B Preferred Stock shall be entitled to twenty (20) vote(s).

Protection Provisions

So long as any shares of Series B Preferred Stock are outstanding, the Company shall not, without first obtaining the approval (by vote or written consent, as provided by the Nevada Revised Statutes) of the Holders of at least a majority of the then outstanding shares of Series B Preferred Stock:

- (a) alter or change the rights, preferences or privileges of the Series B Preferred Stock;
- (b) alter or change the rights, preferences or privileges of any capital stock of the Company so as to affect adversely the Series B Preferred Stock;
- (c) create any new class or series of capital stock having a preference over the Series B Preferred Stock as to distribution of assets upon liquidation, dissolution or winding up of the Company (as previously defined, “**Senior Securities**”);
- (d) create any new class or series of capital stock ranking *pari passu* with the Series B Preferred Stock as to distribution of assets upon liquidation, dissolution or winding up of the Company (as previously defined, “**Pari Passu Securities**”);
- (e) increase the authorized number of shares of Series B Preferred Stock;
- (f) issue any additional shares of Senior Securities; or
- (g) redeem, or declare or pay any cash dividend or distribution on, any Junior Securities.

Merger, Consolidation, Etc.

If at any time or from time to time there shall be (i) a merger, or consolidation of the Company with or into another corporation, (ii) the sale of all or substantially all of the Company's capital stock or assets to any other person, (iii) any other form of business combination or reorganization in which the Company shall not be the continuing or surviving entity of such business combination or reorganization, or (iv) any transaction or Series of transactions by the Company in which in excess of 50 percent of the Company's voting power is transferred (each, a "**Reorganization**"), then as a part of such Reorganization, provision shall be made so that the Holders of the Series B Preferred Stock shall thereafter be entitled to receive the same kind and amount of stock or other securities or property (including cash) of the Company, or of the successor corporation resulting from such Reorganization.

Item 9.01 Financial Statements and Exhibits.

Exhibit No.:	Description:
3.1	Series A Non-Convertible Preferred Stock Certificate of Designation, effective November 1, 2016
3.2	Series B Convertible Preferred Stock Certificate of Designation, effective November 1, 2016
10.1	Series A Non-Convertible Preferred Stock Share Exchange Agreement, dated November 1, 2016, between Biotech Products Services and Research, Inc. and Albert Mitrani
10.2	Series B Convertible Preferred Stock Share Exchange Agreement, dated November 1, 2016, between Biotech Products Services and Research, Inc. and Albert Mitrani

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

BIOTECH PRODUCTS SERVICES AND RESEARCH, INC.

Dated: November 3, 2016

By: /s/ Albert Mitrani
Albert Mitrani
President and Chief Executive Officer
(Principal Executive Officer)

**CERTIFICATE OF THE DESIGNATIONS, POWERS,
PREFERENCES AND RIGHTS OF THE
SERIES A NON-CONVERTIBLE PREFERRED STOCK
(\$0.001 PAR VALUE PER SHARE)**

OF

**BIOTECH PRODUCTS SERVICES AND RESEARCH, INC.
(a Nevada corporation)**

Pursuant to the Nevada Revised Statutes and the bylaws of **BIOTECH PRODUCTS SERVICES AND RESEARCH, INC.**, a corporation organized and existing under the laws of the state of Nevada (the "**Corporation**"), the Corporation does hereby submit the following:

WHEREAS, the Articles of Incorporation of the Corporation (the "**Articles of Incorporation**") authorizes the issuance of up to 10,000,000 shares of preferred stock, par value \$0.001 per share, of the Corporation ("**Preferred Stock**") in one or more series, and expressly authorizes the Board of Directors of the Corporation (the "**Board**"), subject to limitations prescribed by law, to provide, out of the unissued shares of Preferred Stock, for series of Preferred Stock, and, with respect to each such series, to establish and fix the number of shares to be included in any series of Preferred Stock and the designation, rights, preferences, powers, restrictions and limitations of the shares of such series; and

WHEREAS, it is the desire of the Board to establish a new series of Preferred Stock to be designated "Series A Non-Convertible Preferred Stock" consisting of 100 shares and having the rights, preferences and limitations set forth herein.

NOW, THEREFORE, BE IT RESOLVED, that the Board does hereby establish a series of Preferred Stock designated as "Series A Non-Convertible Preferred Stock" and does hereby in this Certificate of Designation (the "**Certificate of Designation**") establish and fix and herein state and express the designation, rights, preferences, powers, restrictions and limitations of such series of Preferred Stock as follows:

1. Designation and Amount.

This series of Preferred Stock shall be designated "**Series A Non-Convertible Preferred Stock**" and the authorized number of shares constituting such series shall be **One Hundred (100)**. The par value of the Series A Non-Convertible Preferred Stock shall be \$0.001 per share. Shares of the Series A Non-Convertible Preferred Stock shall have a stated value of \$0.001 per share (the "**Stated Value**").

2. Dividends.

The holders of shares of Series A Non-Convertible Preferred Stock shall not be entitled to receive any dividends.

3. Preferences on Liquidation.

Subject to the provisions of **Section 6(a)** below, in the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Corporation, the holders of shares of the Series A Non-Convertible Preferred Stock then outstanding shall be entitled to be paid, out of the assets of the Corporation available for distribution to its stockholders, whether from capital, surplus or earnings, an amount equal to one dollar (\$1.00) per share.

4. Voting Rights.

Except as otherwise required by law or by the Articles of Incorporation and except as set forth in **Section 6(b)** below, the outstanding shares of Series A Non-Convertible Preferred Stock shall vote together with the shares of Common Stock and other voting securities of the Corporation as a single class and, regardless of the number of shares of Series A Non-Convertible Preferred Stock outstanding and as long as at least one of such shares of Series A Non-Convertible Preferred Stock is outstanding, shall represent eighty percent (80%) of all votes entitled to be voted at any annual or special meeting of shareholders of the Corporation or action by written consent of shareholders. Each outstanding share of the Series A Non-Convertible Preferred Stock shall represent its proportionate share of the 80% which is allocated to the outstanding shares of Series A Non-Convertible Preferred Stock.

5. Negative Covenants.

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

6. Ranking: Changes Affecting Series.

- (a) The Series A Non-Convertible Preferred Stock shall, with respect to distribution rights on liquidation, winding up and dissolution, (i) rank senior to any of the shares of Common Stock of the Corporation, and any other class or series of stock of the Corporation which by its terms shall rank junior to the Series A Non-Convertible Preferred Stock, and (ii) rank junior to any other series or class of preferred stock of the Corporation and any other class or series of stock of the Corporation which by its term shall rank senior to the Series A Non-Convertible Preferred Stock.
- (b) So long as any shares of Series A Non-Convertible Preferred Stock are outstanding, the Corporation shall not (i) alter or change any of the powers, preferences, privileges or rights of the Series A Non-Convertible Preferred Stock, or (ii) amend the provisions of this **Section 6** ; in each case, without first obtaining the approval by vote or written consent, in the manner provided by law, of the holders of at least a majority of the outstanding shares of Series A Non-Convertible Preferred Stock, as to changes affecting the Series A Non-Convertible Preferred Stock.

7. No Redemption.

The shares of the Series A Non-Convertible Preferred Stock are not redeemable.

8. Protection Provisions.

So long as any shares of Series A Non-Convertible Preferred Stock are outstanding, the Corporation shall not, without first obtaining the approval (by vote or written consent, as provided by the Nevada Business Corporation Act) of the Holders of at least a majority of the then outstanding shares of Series A Non-Convertible Preferred Stock:

- (a) alter or change the rights, preferences or privileges of the Series A Non-Convertible Preferred Stock;
- (b) alter or change the rights, preferences or privileges of any capital stock of the Corporation so as to affect adversely the Series A Non-Convertible Preferred Stock;
- (c) create any new class or series of capital stock having a preference over the Series A Non-Convertible Preferred Stock as to distribution of assets upon liquidation, dissolution or winding up of the Corporation (as previously defined, “**Senior Securities**”);
- (d) create any new class or series of capital stock ranking *pari passu* with the Series A Non-Convertible Preferred Stock as to distribution of assets upon liquidation, dissolution or winding up of the Corporation (as previously defined, “**Pari Passu Securities**”);
- (e) increase the authorized number of shares of Series A Non-Convertible Preferred Stock;
- (f) issue any shares of Series A Non-Convertible Preferred Stock other than pursuant to the Securities Purchase Agreement with the original parties thereto;
- (g) issue any additional shares of Senior Securities; or
- (h) redeem, or declare or pay any cash dividend or distribution on, any Junior Securities.

If holders of at least a majority of the then outstanding shares of Series A Non-Convertible Preferred Stock agree to allow the Corporation to alter or change the rights, preferences or privileges of the shares of Series A Non-Convertible Preferred Stock pursuant to subsection (a) above, then the Corporation shall deliver notice of such approved change to the Holders of the Series A Non-Convertible Preferred Stock that did not agree to such alteration or change (the “**Dissenting Holders**”).

9. Merger, Consolidation, Etc.

- (a) If at any time or from time to time there shall be (i) a merger, or consolidation of the Corporation with or into another corporation, (ii) the sale of all or substantially all of the Corporation’s capital stock or assets to any other person, (iii) any other form of business combination or reorganization in which the Corporation shall not be the continuing or surviving entity of such business combination or reorganization, or (iv) any transaction or series of transactions by the Corporation in which in excess of 50 percent of the Corporation’s voting power is transferred (each, a “**Reorganization**”), then as a part of such Reorganization, provision shall be made so that the holders of the Series A Non-Convertible Preferred Stock shall thereafter be entitled to receive the same kind and amount of stock or other securities or property (including cash) of the Corporation, or of the successor corporation resulting from such Reorganization.

(b) The provisions of this **Section 9** are in addition to and not in lieu of the provisions of **Section 2** hereof.

10. No Impairment.

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

11. Lost or Stolen Certificates.

Upon receipt by the Corporation of (i) evidence of the loss, theft, destruction or mutilation of any Preferred Stock Certificate(s) and (ii) in the case of loss, theft or destruction, of indemnity reasonably satisfactory to the Corporation, or (iii) in the case of mutilation, upon surrender and cancellation of the Preferred Stock Certificate(s), the Corporation shall execute and deliver new Preferred Stock Certificate(s) of like tenor and date.

IN WITNESS WHEREOF , this Certificate of Designation is executed on behalf of the Corporation by its Authorized Officer this 31st day of October, 2016.

By: /s/ Albert Mitrani
Name: Albert Mitrani
Title: President and Director

**CERTIFICATE OF THE DESIGNATIONS, POWERS,
PREFERENCES AND RIGHTS OF THE
SERIES B CONVERTIBLE PREFERRED STOCK
(\$0.001 PAR VALUE PER SHARE)**

OF

BIOTECH PRODUCTS SERVICES AND RESEARCH, INC.
(a Nevada corporation)

Pursuant to Section 78.1955 of Chapter 78 of the Nevada Revised Statutes, **BIOTECH PRODUCTS SERVICES AND RESEARCH, INC.**, corporation organized and existing under the State of Nevada (the "**Corporation**"), in accordance with the provisions thereof, does hereby submit the following:

WHEREAS, the Certificate of Incorporation of the Corporation (the "**Certificate of Incorporation**") authorizes the issuance of up to 10,000,000 shares of preferred stock, par value \$0.001 per share, of the Corporation ("**Preferred Stock**") in one or more series, and expressly authorizes the Board of Directors of the Corporation (the "**Board**"), subject to limitations prescribed by law, to provide, out of the unissued shares of Preferred Stock, for series of Preferred Stock, and, with respect to each such series, to establish and fix the number of shares to be included in any series of Preferred Stock and the designation, rights, preferences, powers, restrictions and limitations of the shares of such series; and

WHEREAS, that pursuant to the authority vested in the Board by the Corporation's Articles of Incorporation, as amended, a new series of Preferred Stock of the Corporation is created out of the authorized but unissued shares of Preferred Stock of the Corporation, such series to be designated Series B Convertible Preferred Stock, to consist of One Million (1,000,000) shares, with the rights, preferences, privileges and restrictions of which shall be as follows:

NOW, THEREFORE, BE IT RESOLVED, that the Board does hereby in this Certificate of Designation (the "**Certificate of Designation**") establish and fix and herein state and express the designation, rights, preferences, powers, restrictions and limitations of a series of Preferred Stock as follows:

1. **DESIGNATIONS AND AMOUNT**. One Million (1,000,000) shares of the Preferred Stock of the Corporation, \$0.001 par value per share, shall constitute a new class of Preferred Stock designated as "**Series B Convertible Preferred Stock**" (the "**Series B Preferred Stock**") with a stated value of \$0.001 per share (the "**Stated Value**").
2. **CONVERSION**.
 - (a) **Conversion at the Option of the Holder**. Each holder of Series B Preferred Stock ("**Holder**") shall have the right, at such Holder's option, at any time or from time to time from and after the day immediately following the date the Series B Preferred Stock is first issued, to convert each share ("**Share**") of Series B Preferred Stock into **Twenty (20)** fully-paid and non-assessable share of common stock, par value \$0.001 per share, of the Corporation (the "**Common Stock**").

- (b) **Mechanics of Conversion**. In order to effect a Conversion, a Holder shall: (x) fax (or otherwise deliver) a copy of the fully executed Notice of Conversion (attached hereto) to the Corporation for the Common Stock and (y) surrender or cause to be surrendered the original certificates representing the Series B Preferred Stock being converted (the “**Preferred Stock Certificates**”), duly endorsed, along with a copy of the Notice of Conversion as soon as practicable thereafter to the Corporation or the transfer agent. The Corporation shall not be obligated to issue shares of Common Stock upon a conversion unless either the Preferred Stock Certificates are delivered to the Corporation or the transfer agent as provided above, or the Holder notifies the Corporation or the transfer agent that such certificates have been lost, stolen or destroyed (subject to the requirements of **Section 11**). “**Conversion Date**” means the date specified in the Notice of Conversion in the form attached hereto, so long as the copy of the Notice of Conversion is faxed (or delivered by other means resulting in notice) to the Corporation before Midnight, Eastern U.S. time, on the Conversion Date indicated in the Notice of Conversion. If the Notice of Conversion is not so faxed or otherwise delivered before such time, then the Conversion Date shall be the date a Holder faxes or otherwise delivers the Notice of Conversion to the Corporation.
- (i) **Delivery of Common Stock upon Conversion**. Upon the surrender of Preferred Stock Certificates from a Holder of Series B Preferred Stock accompanied by a Notice of Conversion (attached hereto), the Corporation shall, no later than the ten business days following the later of (a) the Conversion Date (hereinafter defined) and (b) the date of such surrender (or, in the case of lost, stolen or destroyed certificates, after provision of indemnity pursuant to **Section 11** (the “**Delivery Period**”), issue and deliver to the Holder (x) that number of shares of Common Stock issuable upon conversion of such shares of Series B Preferred Stock being converted and (y) a certificate representing the number of shares of Series B Preferred Stock not being converted, if any.
- (ii) **Taxes**. The Corporation shall pay any and all taxes and all other reasonable expenses, which may be imposed upon it with respect to the issuance and delivery of the shares of Common Stock upon the conversion of the Series B Preferred Stock.
- (iii) **No Fractional Shares**. If any conversion of Series B Preferred Stock would result in the issuance of a fractional share of Common Stock, such fractional share shall be disregarded and the number of shares of Common Stock issuable upon conversion of the Series B Preferred Stock shall be the next higher whole number of shares.
- (c) **Partial Conversion**. In the event some but not all of the shares of Series B Preferred Stock represented by a certificate(s) surrendered by a Holder are converted, the Corporation shall execute and deliver to or on the order of the Holder, at the expense of the Corporation, a new certificate representing the number of shares of Series B Preferred Stock which were not converted.
- (d) **Reservation of Common Stock**. 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 B 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 B 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 the Series B Preferred Stock, in addition to such other remedies as shall be available to the Holder of such Series B Preferred Stock, the Corporation shall take such corporate action as may, in the opinion of its counsel, be necessary to increase, and shall increase, its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes.

- (e) **No Reissuance of Series B Preferred Stock**. In the event any shares of Series B Preferred Stock shall be converted pursuant to this **Section 2** or otherwise reacquired by the Corporation, the shares so converted or reacquired shall be canceled. The Certificate of Incorporation of the Corporation may be appropriately amended from time to time to effect the corresponding reduction in the Corporation's authorized capital stock.
- (f) **Notices**. In the event of any taking by the Corporation of a record of the holders of any class of securities for the purpose of determining the holders thereof who are entitled to receive any distribution, any right to subscribe for, purchase or otherwise acquire any shares of stock of any class or any other securities or property, or to receive any other right, the Corporation shall mail to each Holder of Series B Preferred Stock, at least twenty (20) days prior to the date specified therein, a notice specifying the date on which any such record is to be taken for the purpose of such dividend, distribution or right, and the amount and character of such dividend, distribution or right.
- (g) **Transactional Taxes**. The Corporation shall pay all documentary, stamp or other transactional taxes attributable to the issuance or delivery of shares of capital stock of the Corporation upon conversion of any shares of Series B Preferred Stock; *provided, however*, that the Corporation shall not be required to pay any taxes which may be payable in respect of any transfer involved in the issuance or delivery of any certificate for such shares in a name other than that of the Holder of the shares of Series B Preferred Stock in respect of which such shares are being issued.
- (h) **Validity of Common Stock**. All shares of Common Stock which may be issued in connection with the conversion provisions set forth herein will, upon issuance by the Corporation, be validly issued, fully paid and nonassessable and free from all taxes (except income taxes), liens or charges with respect thereto.
3. **RANK**. Except as specifically provided below, the Series B Preferred Stock shall, with respect to dividend rights, rights on liquidation, winding up and dissolution, rank junior to the Series A Non-Convertible Preferred Stock of the Corporation and senior to (i) all classes of Common Stock of the Corporation and (ii) any class or series of capital stock of the Corporation hereafter created (unless, with the consent of the Holder(s) of Series B Preferred Stock).
4. **LIQUIDATION PREFERENCE**. Except as otherwise provided by the Nevada Revised Statutes and subject to the provisions of **Section 3**, or elsewhere in this Certificate of Designation, in the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Corporation, the Holders of shares of the Series B Preferred Stock then outstanding shall be entitled to be paid, out of the assets of the Corporation available for distribution to its stockholders, whether from capital, surplus or earnings, an amount equal to the Stated Value.
5. **LIQUIDATION**. Subject to the provisions of **Section 3**, in the event of any voluntary or involuntary liquidation, dissolution, or winding up of the Corporation, the Holders of shares of the Series B Preferred Stock then outstanding shall be entitled to be paid, out of the assets of the Corporation available for distribution to its stockholders, whether from capital, surplus or earnings, an amount equal to the Stated Value per share.

6. **DIVIDENDS/STOCK SPLITS.**

- (a) If the Corporation declares or pays a dividend or distribution on the Common Stock, whether such dividend or distribution is payable in cash, securities or other property, including the purchase or redemption by the Corporation of shares of Common Stock for cash, securities or property, but excluding any repurchases of Common Stock held by employees or consultants of the Corporation upon termination of their employment or services pursuant to agreements providing for such repurchase, the Corporation shall simultaneously declare and pay a dividend on the Series B Preferred Stock on a pro rata basis with the Common Stock determined on an as-converted basis assuming all outstanding shares of Series B Preferred Stock had been converted pursuant to **Section 2** as of immediately prior to the record date of the applicable dividend (or if no record date is fixed, the date as of which the record holders of Common Stock entitled to such dividends are to be determined).
- (b) The number of shares of Common Stock of the Corporation issuable pursuant to the conversion of outstanding shares of Series B Preferred Stock shall be adjusted for any forward stock splits, but not any reverse stock splits, by the Company of its outstanding shares of Common Stock.

7. **VOTING RIGHTS.**

- (a) Each holder of outstanding Shares of Series B Preferred Stock shall be entitled to vote with holders of outstanding shares of Common Stock, voting together as a single class, with respect to any and all matters presented to the stockholders of the Corporation for their action or consideration (whether at a meeting of stockholders of the Corporation, by written action of stockholders in lieu of a meeting or otherwise), except as provided by law or by the provisions of **Section 8** below. In any such vote, each Share of Series B Preferred Stock shall be entitled to a number of votes equal to the number of shares of Common Stock into which the Share is convertible pursuant to **Section 2** herein as of the record date for such vote or written consent or, if there is no specified record date, as of the date of such vote or written consent. Each holder of outstanding Shares of Series B Preferred Stock shall be entitled to notice of all stockholder meetings (or requests for written consent) in accordance with the Corporation's bylaws.
- (b) To the extent that under the Nevada Revised Statutes the vote of the Holders of the Series B Preferred Stock, voting separately as a class or series, as applicable, is required to authorize a given action of the Corporation, the affirmative vote or consent of the Holders of at least a majority of the shares of the Series B Preferred Stock represented at a duly held meeting at which a quorum is present or by written consent of a majority of the shares of Series B Preferred Stock (except as otherwise may be required under the Nevada Revised Statutes) shall constitute the approval of such action by the class. To the extent that under the Nevada Revised Statutes, Holders of the Series B Preferred Stock are entitled to vote on a matter with Holders of Common Stock, voting together as one class, each share of Series B Preferred Stock shall be entitled to twenty (20) vote(s).

8. **PROTECTION PROVISIONS**. So long as any shares of Series B Preferred Stock are outstanding, the Corporation shall not, without first obtaining the approval (by vote or written consent, as provided by the Nevada Revised Statutes) of the Holders of at least a majority of the then outstanding shares of Series B Preferred Stock:
- (a) alter or change the rights, preferences or privileges of the Series B Preferred Stock;
 - (b) alter or change the rights, preferences or privileges of any capital stock of the Corporation so as to affect adversely the Series B Preferred Stock;
 - (c) create any new class or series of capital stock having a preference over the Series B Preferred Stock as to distribution of assets upon liquidation, dissolution or winding up of the Corporation (as previously defined, “**Senior Securities**”);
 - (d) create any new class or series of capital stock ranking *pari passu* with the Series B Preferred Stock as to distribution of assets upon liquidation, dissolution or winding up of the Corporation (as previously defined, “**Pari Passu Securities**”);
 - (e) increase the authorized number of shares of Series B Preferred Stock;
 - (f) issue any additional shares of Senior Securities; or
 - (g) redeem, or declare or pay any cash dividend or distribution on, any Junior Securities.

If Holders of at least a majority of the then outstanding shares of Series B Preferred Stock agree to allow the Corporation to alter or change the rights, preferences or privileges of the shares of Series B Preferred Stock pursuant to subsection (a) above, then the Corporation shall deliver notice of such approved change to the Holders of the Series B Preferred Stock that did not agree to such alteration or change (the “**Dissenting Holders**”).

9. **MERGER, CONSOLIDATION, ETC.**

- (a) If at any time or from time to time there shall be (i) a merger, or consolidation of the Corporation with or into another corporation, (ii) the sale of all or substantially all of the Corporation’s capital stock or assets to any other person, (iii) any other form of business combination or reorganization in which the Corporation shall not be the continuing or surviving entity of such business combination or reorganization, or (iv) any transaction or Series of transactions by the Corporation in which in excess of 50 percent of the Corporation’s voting power is transferred (each, a “**Reorganization**”), then as a part of such Reorganization, provision shall be made so that the Holders of the Series B Preferred Stock shall thereafter be entitled to receive the same kind and amount of stock or other securities or property (including cash) of the Corporation, or of the successor corporation resulting from such Reorganization.

(b) The provisions of this **Section 9** are in addition to and not in lieu of the provisions of **Section 6** hereof.

10. **NO IMPAIRMENT**. The Corporation will not, by amendment of its Certificate of Incorporation or through any reorganization, recapitalization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms to be observed or performed hereunder by the Corporation, but will at all times in good faith assist in the carrying out of all the provisions of this Certificate of Designation and in the taking of all such action as may be necessary or appropriate in order to protect the conversion rights of the Holders of the Series B Preferred Stock against impairment.
11. **LOST OR STOLEN CERTIFICATES**. Upon receipt by the Corporation of (i) evidence of the loss, theft, destruction or mutilation of any Preferred Stock Certificate(s) and (ii) (y) in the case of loss, theft or destruction, of indemnity reasonably satisfactory to the Corporation, or (z) in the case of mutilation, upon surrender and cancellation of the Preferred Stock Certificate(s), the Corporation shall execute and deliver new Preferred Stock Certificate(s) of like tenor and date.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Certificate of Designation is executed on behalf of the Corporation by its Authorized Officer this October 31, 2016.

**BIOTECH PRODUCTS SERVICES AND RESEARCH,
INC.**

By: /s/ Albert Mitrani

Name: Albert Mitrani

Title: President

NOTICE OF CONVERSION

(To be Executed by the Registered Holder in order to
Convert the Series B Preferred Stock)

The undersigned hereby irrevocably elects to convert _____ shares of Series B Preferred Stock (the “ **Conversion** ”), represented by stock certificate No.(s). _____ (the “ **Preferred Stock Certificates** ”) into shares of common stock, par value \$0.001 per share (the “ **Common Stock** ”), of BIOTECH PRODUCTS SERVICES AND RESEARCH, Inc., a Nevada corporation (the “ **Corporation** ”), according to the conditions of the Certificate of Designations, Preferences and Rights of Series B Preferred Stock (the “ **Certificate of Designation** ”), as of the date written below. If securities 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. No fee will be charged to the Holder for any conversion, except for transfer taxes, if any. A copy of each Preferred Stock Certificate is attached hereto (or evidence of loss, theft or destruction thereof).

The undersigned represents and warrants that all offers and sales by the undersigned of the securities issuable to the undersigned upon conversion of the Series B Preferred Stock shall be made pursuant to registration of the Common Stock under the Securities Act of 1933, as amended (the “ **Act** ”), or pursuant to an exemption from registration under the Act.

The undersigned hereby requests that the Corporation transmit the Common Stock issuable pursuant to this Notice of Conversion to the address of the undersigned.

Date of Conversion: _____

Applicable Conversion Rate: Each share of Series B Preferred Stock is convertible into one share of Common Stock.

Number of Shares of Common Stock to be Issued: _____

Signature: _____

Name: _____

Address: _____

* The Corporation is not required to issue shares of Common Stock until the original Preferred Stock Certificate(s) (or evidence of loss, theft or destruction thereof) to be converted are received by the Corporation or its transfer agent. The Corporation shall issue and deliver shares of Common Stock to an overnight courier not later than the later of (a) two (2) business days following receipt of this Notice of Conversion and (b) delivery of the original Preferred Stock Certificates (or evidence of loss, theft or destruction thereof) and shall make payments pursuant to the Certificate of Designation for the failure to make timely delivery.

SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT, dated as of November 1, 2016 (the “ **Agreement** ”), between BIOTECH PRODUCTS SERVICES AND RESEARCH, INC., a Nevada corporation (the “ **Company** ”), and ALBERT MITRANI (the “ **Stockholder** ”).

WITNESSETH:

WHEREAS, the Stockholder is the owner of record of 74,105,190 shares of common stock, par value \$0.001 per share (the “ **Common Stock** ”), of the Company as set forth on the Signature Page hereto;

WHEREAS, the Board of Directors has established a series of Series A Non-Convertible Preferred Stock, par value \$0.001 per share (the “ **Series A Preferred Stock** ”), and has authorized and directed the Company to file a Certificate of Designation with the Secretary of State of Nevada thereby fixing the number of shares to be included in such series of Series A Preferred Stock and the designation, rights, preferences, powers, restrictions and limitations of the shares of such series (the “ **Series A Certificate of Designation** ”); and

WHEREAS, the Stockholder wishes to exchange 100,000 shares of Common Stock (the “ **Shares** ”) for 100 shares of Series A Preferred Stock (the “ **Share Exchange** ”) as an exempted transaction permissible under Section 3(a)(9) of the Securities Act of 1933, as amended (the “ **Securities Act** ”).

NOW, THEREFORE, in consideration for the foregoing, the parties hereto agree as follows:

1. Exchange of Stock.

- (a) The Stockholder agrees to transfer to the Company, and the Company agrees to purchase from the Stockholder, all of the Stockholder’s right, title and interest in 100% of his Shares of Common Stock, free and clear of all mortgages, liens, pledges, security interests, restrictions, encumbrances, or adverse claims of any nature.
- (b) At the Closing (as defined in **Section 2** below), upon surrender by the Stockholder of the certificate(s) evidencing the Shares, duly endorsed for transfer to the Company or accompanied by stock powers executed in blank by the Stockholder, the Company will cause 100 shares of Series A Preferred Stock be issued to the Stockholder in full satisfaction of any right or interest which the Stockholder held in the Shares.

2. Closing.

- (a) The parties to this Agreement will hold a closing (the “ **Closing** ”) for the purpose of executing and exchanging all of the documents contemplated by this Agreement and otherwise effecting the Stock Exchange contemplated by this Agreement. The Closing will be held as soon as possible at the offices of the Company, unless another place or time is mutually agreed upon in writing by the parties. All proceedings to be taken and all documents to be executed and exchanged at the Closing will be deemed to have been taken, delivered and executed simultaneously, and no proceeding will be deemed taken nor documents shall be deemed executed or delivered until all have been taken, delivered and executed. If agreed to by the parties, the Closing may take place through the exchange of documents by fax and/or express courier.

- (b) With the exception of any stock certificates which must be in their original form, any copy, fax, e-mail or other reliable reproduction of the writing or transmission required by this Agreement or any signature required thereon may be used in lieu of an original writing or transmission or signature for any and all purposes for which the original could be used, provided that such copy, fax, e-mail or other reproduction is a complete reproduction of the entire original writing or transmission or original signature, and the originals are promptly delivered thereafter.

3. Company Representations and Warranties. The Company represents and warrants as follows:

- (a) The Company is a corporation duly organized, validly existing, and in good standing under the laws of the State of Nevada.
- (b) The execution of this Agreement and performance by the Company hereunder has been duly authorized by all requisite corporate action on the part of the Company, and this Agreement constitutes a valid and binding obligation of the Company, and the Company's performance hereunder will not violate any provision of any charter, bylaw, indenture, mortgage, lease, or agreement, or any order, judgment, decree, or, to the Company's knowledge any law or regulation, to which any property of the Company is subject or by which the Company is bound.
- (c) The Company represents and warrants that it is authorized to enter into this Agreement and to consummate the Share Exchange and that the Series A Preferred Stock, when issued in accordance with this Agreement, shall be fully paid, validly issued, and nonassessable, and not subject to any preemptive rights or any liens, claims, equities, encumbrances, or security interests or any restrictions on the transfer thereof other than those set forth in this Agreement, the Series A Certificate of Designation, or imposed by law.

4. Stockholder Representations and Warranties. The Stockholder represents and warrants as follows:

- (a) The Stockholder is authorized to enter into this Agreement and to consummate the Share Exchange.
- (b) The Stockholder has not given anything nor will give anything in exchange for the Series A Preferred Stock other than his Shares of Common Stock.
- (c) The Stockholder is exchanging his Shares of Common Stock for the Series A Preferred Stock for his own account for investment only and not with a view towards the public sale or distribution thereof and not with a view to or for sale in connection with any distribution thereof.

- (d) No commission or other remuneration has been paid or given directly or indirectly to the Stockholder for the solicitation of the Share Exchange.
- (e) The Stockholder understands that (i) the Series A Preferred Stock have not been registered under the Securities Act and that no public market exists for such shares; (ii) the shares of Series A Preferred Stock are "restricted securities" under the Securities Act; and (iii) the Stockholder may dispose of such securities only pursuant to an effective registration statement under the Securities Act or an exemption therefrom, or to take action so as to permit sales pursuant to the Securities Act,
5. Legend. The certificates representing the Series A Preferred Stock issued pursuant to this Agreement will be imprinted with a legend in substantially the following form:
- THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY 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 SECURITIES LAWS OF OTHER JURISDICTIONS, AND IN THE CASE OF A TRANSACTION EXEMPT FROM REGISTRATION, UNLESS THE COMPANY 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."
6. Governing Law; Jurisdiction and Venue. This Agreement, for all purposes, shall be construed in accordance with the laws of Nevada without regard to conflicts-of-law principles. Any action or proceeding by either party to enforce this Agreement shall be brought only in any state or federal court located in the State of Florida, County of Miami-Dade. The parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.
7. Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.
8. Headings. The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

9. Severability. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement or the validity or enforceability of this Agreement in any other jurisdiction.
10. Amendments. This Agreement may be amended only by an instrument in writing signed by the party to be charged with enforcement.
11. Entire Agreement. This Agreement and the documents incorporated by reference herein, contains the entire agreement of the parties with respect to the subject matter hereto, superseding all prior agreements, understandings or discussions.
12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Telecopied or email (via PDF) signatures shall be deemed to have the same effect as an original.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed as of the as first written above.

Company:

**BIOTECH PRODUCTS SERVICES AND RESEARCH,
INC.**

By: /s/ Albert Mitrani

Name: Albert Mitrani

Title: President and Chief Executive Officer

Stockholder:

By: /s/ Albert Mitrani

Name: Albert Mitrani

SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT, dated as of November 1, 2016 (the “**Agreement**”), is entered into by and between **BIOTECH PRODUCTS SERVICES & RESEARCH, INC.**, a Nevada corporation (the “**Company**”), and **Albert Mitrani** (the “**Stockholder**”).

WITNESSETH:

WHEREAS, Stockholder is the owner of an aggregate of 74,105,190 shares of common stock, par value \$0.0001 per share (the “**Common Stock**”), of the Company;

WHEREAS, Stockholder wishes to exchange Twenty Million (20,000,000) shares of Common Stock of the Company for an aggregate of One Million (1,000,000) shares of Series B Convertible Preferred Stock, par value \$0.001 per share (the “**Series B Preferred Stock**”), of the Company on a 1-for-20 basis (i.e., 1 share of Series B Preferred Stock for every 20 shares of Common Stock) (the “**Share Exchange**”); and

HEREAS, Stockholder and the Company wish to effectuate the Share Exchange pursuant to Section 3(a)(9) of the Securities Act of 1933, as amended (the “**Securities Act**”).

NOW, THEREFORE, in consideration for the foregoing, the parties hereto agree as follows:

1. Stockholder and the Company hereby agree to exchange Twenty Million (20,000,000) shares of Common Stock (the “**Shares**”) held by Stockholder for an aggregate of One Million (1,000,000) shares of Series B Preferred Stock (the “**Preferred Shares**”) of the Company pursuant to Section 3(a)(9) of the Securities Act.
2. Concurrently with the execution and delivery of this Agreement, Stockholder shall deliver to the Company one or more certificates evidencing the Shares, with duly endorsed Stock Power(s), and the Company shall promptly issue one or more certificates evidencing the Preferred Shares to Stockholder.
3. Stockholder represents and warrants to, and covenants and agrees with the Company as follows:
 - a. Stockholder is authorized to enter into this Agreement and to consummate the Share Exchange.
 - b. Stockholder has not given anything nor will give anything in exchange for the Preferred Shares other than the Shares.
 - c. Stockholder is exchanging the Shares for the Preferred Shares for its own account for investment only and not with a view towards the public sale or distribution thereof and not with a view to or for sale in connection with any distribution thereof.

- d. Stockholder is (i) an “accredited investor” as defined under Rule 501(a) of Regulation D promulgated under the Securities Act, and (ii) experienced in making investments of the kind described in this Agreement and the related documents, (iii) able to protect its own interests in connection with the transactions described in this Agreement, and the related documents, and (iv) able to afford the entire loss of its investment in the securities of the Company.
4. Stockholder and the Company hereby represent and warrant that no commission or other remuneration has been paid or given directly or indirectly for the solicitation of the Share Exchange.
5. The Company represents and warrants that it is authorized to enter into this Agreement and to consummate the Share Exchange and that the Preferred Shares, when issued in accordance with this Agreement, shall be fully paid, validly issued, and nonassessable, and not subject to any preemptive rights or any liens, claims, equities, encumbrances, or security interests or any restrictions on the transfer thereof other than those set forth in this Agreement, the Certificate of Designations of the Series B Preferred Stock or imposed by law.
6. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Nevada. A facsimile transmission of this signed Agreement shall be legal and binding on all parties hereto. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original. The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement or the validity or enforceability of this Agreement in any other jurisdiction. This Agreement may be amended only by an instrument in writing signed by the party to be charged with enforcement. This Agreement, and the Shares attached hereto, contains the entire agreement of the parties with respect to the subject matter hereto, superseding all prior agreements, understandings or discussions.
7. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Telecopied or email (via PDF) signatures shall be deemed to have the same effect as an original.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Company and Stockholder have caused this Agreement to be executed by their duly authorized representatives on the date as first written above.

**BIOTECH PRODUCTS SERVICES AND RESEARCH ,
INC.**

By: /s/ ALBERT MITRANI
Albert Mitrani
President and Chief Executive Officer

STOCKHOLDER:

By: /s/ ALBERT MITRANI
Albert Mitrani