

# REJUVEL BIO-SCIENCES, INC.

## **FORM 10-Q** (Quarterly Report)

Filed 11/16/15 for the Period Ending 09/30/15

Address	15800 PINES BLVD. SUITE 3116 PEMBROKE PINES, FL, 33027
Telephone	(800) 670-0448
CIK	0001481427
Symbol	NUUU
SIC Code	5190 - Wholesale-Miscellaneous Nondurable Goods
Industry	Personal Products
Sector	Consumer Non-Cyclicals
Fiscal Year	12/31

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

**FORM 10-Q**

☒ **QUARTERLY REPORT UNDER SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

**For the quarterly period ended September 30, 2015**

☐ **TRANSITION REPORT UNDER SECTION 13 OR 15(d) OF THE EXCHANGE ACT OF 1934**

**For the transition period from \_\_\_\_\_ to \_\_\_\_\_**

**Commission File Number 000-53698**

**REJUVEL BIO-SCIENCES, INC.**

(Name of small business issuer in its charter)

**Florida**  
(State of incorporation)

**27-1116025**  
(I.R.S. Employer Identification No.)

**Chase Bank Building**  
**150 SE 2nd Ave, Suite 403**  
**Miami, Florida 33131**  
(Address of principal executive offices)

**(800) 670-0448**  
(Registrant's telephone number)

Copy of all Communications to:  
**Law Office of Andrew Coldicutt**  
**1220 Rosecrans Street, PMB 258**  
**San Diego, CA 92106**  
**Phone: 619-228-4970**  
**Info@ColdicuttLaw.com**

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/> (Do not check if a smaller reporting company)	Smaller reporting company	<input checked="" type="checkbox"/>

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of November 16, 2015, there were 51,841,723 shares of the registrant's \$0.001 par value common stock issued and outstanding.

**TABLE OF CONTENTS**

	<b>Page</b>
<b><u>PART I. FINANCIAL INFORMATION</u></b>	
ITEM 1. FINANCIAL STATEMENTS	3
ITEM 2. MANAGEMENT’S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS	13
ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK	16
ITEM 4. CONTROLS AND PROCEDURES	16
<b><u>PART II. OTHER INFORMATION</u></b>	
ITEM 1. LEGAL PROCEEDINGS	17
ITEM 1A. RISK FACTORS	17
ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS	17
ITEM 3. DEFAULTS UPON SENIOR SECURITIES	17
ITEM 4. MINE SAFETY DISCLOSURES	18
ITEM 5. OTHER INFORMATION	18
ITEM 6. EXHIBITS	18

**Special Note Regarding Forward-Looking Statements**

Information included in this Form 10-Q contains forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (“Securities Act”), and Section 21E of the Securities Exchange Act of 1934, as amended (“Exchange Act”). This information may involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of Technology Applications International Corporation (the “Company”), to be materially different from future results, performance or achievements expressed or implied by any forward-looking statements. Forward-looking statements, which involve assumptions and describe future plans, strategies and expectations of the Company, are generally identifiable by use of the words “may,” “will,” “should,” “expect,” “anticipate,” “estimate,” “believe,” “intend,” or “project” or the negative of these words or other variations on these words or comparable terminology. These forward-looking statements are based on assumptions that may be incorrect, and there can be no assurance that these projections included in these forward-looking statements will come to pass. Actual results of the Company could differ materially from those expressed or implied by the forward-looking statements as a result of various factors. Except as required by applicable laws, the Company has no obligation to update publicly any forward-looking statements for any reason, even if new information becomes available or other events occur in the future.

*\* Please note that throughout this Quarterly Report, and unless otherwise noted, the words “we,” “Rejuvel,” “TAIC,” “NUUU,” “Renuell Int’l,” “NueEarth,” “our,” “us,” the “Company,” refers to REJUVEL BIO-SCIENCES INC.*

**PART I - FINANCIAL INFORMATION**

**ITEM 1. FINANCIAL STATEMENTS**

**REJUVEL BIO-SCIENCES INC.  
(F/K/A TECHNOLOGY APPLICATIONS INTERNATIONAL CORPORATION)**

Condensed Consolidated Financial Statements

(Expressed in US dollars)

September 30, 2015 (unaudited)

**Financial Statement Index**

Condensed Consolidated Balance Sheets (unaudited)	4
Condensed Consolidated Statements of Operations (unaudited)	5
Condensed Consolidated Statements of Cash Flows (unaudited)	6
Notes to the Condensed Consolidated Financial Statements (unaudited)	7

# REJUVEL BIO-SCIENCES, INC. AND SUBSIDIARIES

## CONDENSED CONSOLIDATED BALANCE SHEETS

	September 30, 2015 (Unaudited)	December 31, 2014
<b>ASSETS</b>		
<b>Current assets</b>		
Cash and cash equivalents	\$ 877	\$ 39,501
Accounts receivable	304	-
Inventories	34,826	4,831
Deposits	7,000	7,000
Other current assets	45,890	1,721
Total current assets	88,897	53,053
Intangible assets, net	14,171	15,859
Machinery and equipment, net	27,641	32,092
Other assets		
Security Deposit	3,724	3,724
Total assets	\$ 134,433	\$ 104,728
<b>LIABILITIES AND SHAREHOLDERS' EQUITY (DEFICIT)</b>		
<b>Liabilities</b>		
<b>Current Liabilities</b>		
Accounts payable and accrued expenses	\$ 600,757	\$ 458,783
Advances from affiliate	276,156	270,747
Loan from affiliate	157,068	157,068
Line of Credit	10,000	-
Convertible debentures (net of debt discount of \$135,687 and \$0, respectively)	189,313	-
Other current liabilities	502	2,713
Derivative liability	467,865	48,851
Total current liabilities	1,701,661	938,162
<b>Long-term Liabilities</b>		
Convertible debentures (net of debt discount of \$79,726 and \$0, respectively)	5,274	-
Total long-term liabilities	5,274	-
Total liabilities	1,706,935	938,162
<b>Shareholders' equity (deficit)</b>		
Preferred stock, par value, \$0.001 per share, 50,000,000 shares authorized, none issued or outstanding	-	-
Common stock, par value \$0.001 par value, 300,000,000 shares authorized, 50,896,385 and 50,138,493 shares issued and outstanding at September 30, 2015 and December 31, 2014, respectively	50,896	50,138
Additional paid in capital	1,734,697	1,274,202
Accumulated deficit	(3,358,095)	(2,157,774)
Total shareholders' deficit	(1,572,502)	(833,434)
Total liabilities and shareholders' deficit	\$ 134,433	\$ 104,728

The accompanying condensed notes are an integral part of these financial statements

**REJUVEL BIO-SCIENCES, INC. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS**  
(Unaudited)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
<b>Revenues</b>	\$ 50,408	18,353	\$ 156,909	\$ 63,677
<b>Cost of revenues</b>	10,232	168	24,279	9,062
<b>Gross profit</b>	40,176	18,185	132,630	54,615
<b>Expenses</b>				
General and administrative	275,758	210,777	1,152,868	501,908
<b>Loss from operation</b>	(235,582)	(192,592)	(1,020,238)	(447,293)
<b>Other income (expense)</b>				
Gain on derivative valuation	147,986	629,571	348,614	565,167
Derivative expense	(114,730)	(258,448)	(295,581)	(525,603)
Interest expense	(125,186)	(3,332)	(233,116)	(93,433)
<b>Total other income (expense)</b>	(91,930)	367,791	(180,083)	(53,869)
<b>Net income (loss)</b>	(327,512)	175,199	(1,200,321)	(501,162)
<b>Income (loss) per share</b>				
Basic	(\$0.01)	\$ 0.00	(\$0.02)	(\$0.00)
Diluted	(\$0.01)	\$ 0.00	(\$0.02)	(\$0.00)
<b>Weighted average number of shares</b>				
Basic	50,818,525	106,187,007	50,605,915	110,001,487
Diluted	50,818,525	106,245,144	50,605,915	110,001,487

The accompanying condensed notes are an integral part of these financial statements

**REJUVEL BIO-SCIENCES, INC. AND SUBSIDIARIES**  
**CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(Unaudited)

	Nine months ended	
	September 30, 2015	September 30, 2014
<b>Cash flows from operating activities</b>		
Net loss	(1,200,321)	(501,162)
Adjustments to reconcile net loss to net cash used in operating activities:		
Debt issuance cost	23,750	
Gain on derivative valuation	(348,614)	(565,167)
Derivative expense	295,581	525,603
Stock issued for services	422,000	
Amortization of discount on convertible debentures	204,587	75,902
Depreciation and amortization	6,139	4,046
Change in current assets and current liabilities:		
Accounts receivable	(304)	-
Inventory	(29,995)	(26,985)
Other current assets	(44,169)	(10,494)
Deposit	-	(3,537)
Accounts payable and accrued expenses	141,974	99,947
Other current liabilities	(2,211)	
<b>Net cash used in operating activities</b>	<b>(531,583)</b>	<b>(401,847)</b>
<b>Cash flows from investing activities</b>		
Purchase of equipment	-	(18,335)
<b>Net cash used in investing activities</b>	<b>-</b>	<b>(18,335)</b>
<b>Cash flows from financing activities</b>		
Advances from affiliate, net	86,514	148,458
Repayment of loan from affiliate	(81,105)	(82,448)
Proceeds from issuance of note payable	10,000	
Proceeds from issuance of convertible debentures	382,750	-
Payment of common stock purchase back	-	(1,000)
Proceeds from issuance of common stock	94,800	538,163
<b>Net cash provided by financing activities</b>	<b>492,959</b>	<b>603,173</b>
<b>Net change in cash and cash equivalents</b>	<b>(38,624)</b>	<b>182,989</b>
<b>Cash and cash equivalents, beginning balance</b>	<b>39,501</b>	<b>4,891</b>
<b>Cash and cash equivalents, ending balance</b>	<b>877</b>	<b>187,880</b>
<b>Supplemental disclosure of cash flow information</b>		
Income taxes paid	\$ -	\$ -
Interest paid	\$ -	\$ -
Non-cash transactions affecting Operating, Investing and Financing activities		
Issued notes payable for common stock buyback	\$ -	\$ 79,667
Original issuance discounts	\$ 13,500	\$ -
Debt discount on convertible note	\$ 406,500	\$ -
Issuance of common stock for convertible notes converted	\$ 22,497	\$ 447,325

The accompanying condensed notes are an integral part of these financial statements



**REJUVEL BIO-SCIENCES INC. AND SUBSIDIARIES**  
**(A DEVELOPMENT STAGE COMPANY)**  
**(Notes to the Condensed Consolidated Financial Statements (Unaudited))**

---

**1. Nature of Operations and Basis of Presentation**

*Nature of Operations*

Rejuvel Bio-Sciences, Inc. (f/k/a Technology Applications International Corporation) was incorporated on October 14, 2009 under the laws of Florida. Rejuvel Int'l, Inc. and NueEarth, Inc., Rejuvel Bio-Sciences, Inc.'s wholly owned subsidiaries and Rejuvel Bio-Sciences, Inc., collectively, are referred to here-in as the "Company". The Company is engaged in developing market entry technology products and services into early and mainstream technology products and services. Through our subsidiaries, we are focused on developing and manufacturing a line of technologically advanced skin care products and providing environmental management solutions that use electron particle accelerator technology.

*Principles of Consolidation*

The consolidated financial statements include the accounts of Rejuvel Bio-Sciences, Inc., and its wholly owned subsidiaries, Rejuvel Int'l, Inc. and NueEarth, Inc. All significant inter-company accounts and transactions have been eliminated in consolidation.

*Basis of Presentation and Going Concern Considerations*

The accompanying unaudited condensed consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by accounting principles generally accepted in the United States of America for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring adjustments) considered necessary for a fair presentation have been included. Operating results for the three and nine months ended September 30, 2015 are not necessarily indicative of the results that may be expected for the full year ending December 31, 2015.

For further information, refer to the consolidated financial statements and footnotes thereto included in the Company's Annual Report on Form 10-K for the year ended December 31, 2014.

The accompanying financial statements have been presented on the basis that it is a going concern which contemplates the realization of assets and the satisfaction of liabilities in the normal course of business. The Company has not yet established an ongoing source of revenues sufficient to cover its operating costs. The Company's ability to continue as a going concern is highly dependent upon management's ability to increase near-term operating cash flows and obtain additional working capital through the issuance of debt and or equity. If the Company is unable to obtain adequate capital, it could be forced to cease operations.

These condensed consolidated financial statements present the financial condition, and results of operations and cash flows of the operating companies.

*Business Risk*

Since its inception, the Company has been dependent upon the receipt of capital investment to fund its operating activities. In addition to the normal risks associated with a new business venture, there can be no assurance that the Company's business plans will be successfully executed. The Company's ability to execute its business plans is dependent on its ability to obtain additional debt and equity financing and achieving a profitable level of operations. There can be no assurance that sufficient financing will be obtained or that we will achieve a profitable level of operations.

## Basic and Diluted Net Loss per Share

The Company computes loss per share in accordance with “ASC-260”, “Earnings per Share” which requires presentation of both basic and diluted earnings per share on the face of the statement of operations. Basic loss per share is computed by dividing net loss available to common shareholders by the weighted average number of outstanding common shares during the period. Diluted loss per share gives effect to all dilutive potential common shares outstanding during the period. Dilutive loss per share excludes all potential common shares if their effect is anti-dilutive. The Company has potential dilutive instruments during the current three month period as there is net income; therefore there is potentially a dilutive share amount of 106,245,144. The Company does not have potential dilutive instruments during the nine month period and comparable periods as there are net losses, and accordingly basic loss and diluted loss per share are the same.

## Recent Accounting Pronouncements

From time to time, new accounting pronouncements are issued by the Financial Accounting Standards Board (“FASB”) or other standard setting bodies that are adopted by us as of the specified effective date. Unless otherwise discussed, we believe that the impact of recently issued standards that are not yet effective will not have a material impact on our consolidated financial position or results of operations upon adoption.

## 2. Inventories

Inventories are stated at the lower of cost or market value. The Company reduces the value of its inventories to market value when the value is believed to be less than the cost of the item.

	<b>September 30, 2015</b>	<b>December31, 2014</b>
Raw materials	\$ -	\$ -
Work-in-process	19,904	-
Finished goods	14,922	4,831
<b>Total Inventories</b>	<b>\$ 34,826</b>	<b>\$ 4,831</b>

No reserves for inventory have been deemed necessary at September 30, 2015 and December 31, 2014.

## 3. Machinery and Equipment

Machinery and equipment are recorded at cost. Expenditures for maintenance and repairs are charged to earnings as incurred whereas additions, renewals and betterments are capitalized. When machinery and equipment are retired or otherwise disposed of, the related cost and accumulated depreciation are removed from the respective accounts, and any gain or loss is included in operations. Depreciation of machinery and equipment is provided using the straight-line method over the assets estimated useful lives of approximately 5 to 7 years. Leasehold improvements, if any, are amortized on a straight-line basis over the term of the lease or the estimated useful lives, whichever is shorter.

Machinery and equipment, as of September 30, 2015 and December 31, 2014, consisted of the following:

	<b>Estimated Useful Lives</b>	<b>September 30, 2015</b>	<b>December 31, 2014</b>
Computer Equipment	3 Years	\$ 3,796	\$ 5,980
Machinery and equipment	5 Years	33,192	29,935
Furniture and fixtures	7 Years	13,000	14,073
Accumulated depreciation		(22,347)	(17,896)
		<b>\$ 27,641</b>	<b>\$ 32,092</b>

Depreciation expense for the nine month periods ended September 30, 2015 and 2014 were \$4,451 and \$3,964, respectively. Depreciation expense for the three month periods ended September 30, 2015 and 2014 were \$1,483 and \$1,499 respectively.

#### 4. Convertible Debenture

On March 23, 2015, the Company issued \$100,000 convertible debentures. The maturity date is September 23, 2015. The convertible debentures bear interest at a rate of eight-percent (8%) per annum. Until the ninetieth day after the issuance date the Company may pay the principal at a cash redemption premium of 130%, in addition to outstanding interest, without the Holder's consent; from the 90<sup>th</sup> day after the issuance date to the maturity date, the Company may pay the principal at a cash redemption premium of 135%, in addition to outstanding interest, without the Holder's consent. After maturity date the Company may not repay the Note, in whole or in part, under any circumstance without obtaining the Holder's consent. If the Company requests to repay the Note after the maturity date and obtain the Holder's consent to do so, the Company must pay the Note's outstanding principal at a cash redemption premium of 150%, in addition to outstanding interest. At the Holder's option, principle and unpaid accrued interest shall be convertible into common stock at a rate of a 40% discount to the lowest price during the previous twenty trading days to the date of conversion. On the September 24, 2015, the Holder elected to convert a \$10,000 into 83,292 shares of the Company's Common Stock at \$0.12006 per share. The remaining balance of \$90,000 was overdue and outstanding as of September 30, 2015. On the October 14, 2015, the Holder elected to convert a \$20,000 into 237,925 shares of the Company's Common Stock at \$0.08406 per share. On the November 3, 2015, the Holder elected to convert a \$20,000 into 416,666 shares of the Company's Common Stock at \$0.048 per share.

On April 1, 2015, the Company issued a \$125,000 convertible redeemable note. The maturity date is March 31, 2016. The convertible debentures bear interest at a rate of eight-percent (8%) per annum. The Convertible price is equal to 58% of lowest trading price of the common stock as reported on the national Quotations Bureau OTCQB exchange which the Company's shares are traded or any exchange upon which the common stock may be traded in the future, for the twenty prior trading days including the day upon which a Notice of Conversion is received by the company. The Company received money on April 1, 2015. On the October 7, 2015, the Holder elected to convert a \$7,500 plus accrued interest \$311 into 96,121 shares of the Company's Common Stock at \$0.081258 per share.

On June 5, 2015, the Company entered into and closed a securities purchase agreement (the "St. George SPA") with St. George Investments LLC ("St. George"), pursuant to which the Company issued, sold to St. George a convertible promissory note in the principal amount of \$110,000 (the "St. George Note") for a purchase price of \$100,000, and granted to St. George a number of warrants (St. George Warrants") that are equal to \$55,000, divided by the Conversion Price, with an exercise price of \$1.00 that have an expiration date which is the last calendar day of the month in which the first anniversary of the Issue Date occurs. The St. George Note is convertible into the Company's common stock at a conversion price equal to 62% of the lowest closing bid price of the common stock for the twenty trading days prior to conversion. Repayment of the St. George Note is due one year from the date of issuance. The St. George Note accrues interest at the rate of 8% per year, due at maturity. The Company may prepay the St. George Note, upon five days written notice and subject to the optional prepayment amount of 125% multiplied by the then outstanding balance on the St. George Note.

On July 22, 2015, the Company entered a securities purchase agreement. The buyer wished to purchase from the Company securities consisting of the Company's Convertible Debenture due three years from the respective date of issuance, which will be convertible into shares of the Company's common stock in the aggregate principal amount of up to \$335,000, for an aggregate purchase price of up to \$301,500. Conversion price is 60% of the lowest closing bid price of Common stock for the 20 trading days immediately preceding the date of conversion of the Debentures. Three Debentures will be issued. "Signing Debenture" is the first of the three Debentures, in the principal amount of \$85,000, to be issued by the Company on Signing Closing date. On July 22, 2015 the Company issued "Signing Debenture" for \$85,000. The Company received the money on July 24, 2015. "Second Debenture" is the second of three Debentures, in the principal amount \$125,000, which is issued by the Company at any time 61 to 100 days following the signing closing date. "Third Debenture" is the third of the three Debentures, in the principal amount of \$125,000, to be issued by the Company at any time 61 to 100 days following the Second Debenture issued date.

The Compound derivative comprises certain derivative features embedded in the host convertible debenture contracts including the conversion feature and warrants both of which contain anti-dilution protections. These instruments were combined into one compound derivative and bifurcated from the host instrument at fair value. The Company applied the Black-Scholes Merton valuation technique to fair value these derivatives because this technique embodies all of the assumptions necessary to fair value these compound derivative instruments. Since the derivative financial instruments are required to be recorded, both initially, and subsequently, at fair value, there were

insufficient proceeds to allocate any amount to the convertible debentures and, accordingly, it has no carrying value on the date of inception. Additionally, proceeds were insufficient to record the fair values of the derivative financial instruments, resulting in initial interest expense of \$295,581. It should be noted that the derivative instruments will be adjusted to fair value at each reporting date. The initial fair value of the derivative was \$780,125. There was a gain on the fair value derivative of \$348,614 and reclassified \$12,497 as additional paid in capital on conversion, resulting in the end balance of \$467,865.

## **5. Line of Credit**

On August 7, 2015, The Company issued a Revolving Line of Credit Promissory Note with the principal sum up to \$250,000. Revolving line of credit available for a period of 12 months. Interest rate is 1.8% every 30 days. As of September 30, 2015, unpaid principal balance is \$10,000.

## **6. Capital Stock**

### Preferred Stock

The Company's capitalization is 50,000,000 shares of preferred stock, with a par value of \$0.001 per share, with 0 shares issued and outstanding at September 30, 2015.

### Common Stock

On January 27, 2015, the Company entered stock subscription agreement of 10,000 shares at \$0.50 per share with 10,000 warrants to purchase 10,000 shares of common stock with an exercise price of \$1.00 per share. These warrants expire 360 days after stock issuance date.

On February 2, 2015, the Company entered stock subscription agreement of 12,000 shares at \$0.50 per share with 12,000 warrants to purchase 12,000 shares of common stock with an exercise price of \$1.00 per share. These warrants expire 360 days after stock issuance date.

On February 3, 2015, the Company entered stock subscription agreement for 21,600 shares at \$0.50 per share.

On February 18, 2015, the Company entered stock subscription agreement of 50,000 shares at \$0.50 per share with 50,000 warrants to purchase 50,000 shares of common stock with an exercise price of \$1.00 per share. These warrants expire 360 days after stock issuance date.

On February 9, 2015, the Company entered a consulting agreement whereby the Company issued 15,000 shares, valued at \$.75/share or \$11,250 for consulting services, on a month to month basis.

On February 19, 2015, the Company entered a consulting agreement whereby the Company issued 25,000 shares for consulting services valued at \$.70/share or \$17,500, on a month to month basis.

On February 21, 2015, the Company entered stock subscription agreement of 2,000 shares at \$0.50 per share with 2,000 warrants to purchase 2,000 shares of common stock with an exercise price of \$1.00 per share. These warrants expire 360 days after stock issuance date.

On February 21, 2015, the Company entered stock subscription agreement of 10,000 shares at \$0.50 per share with 10,000 warrants to purchase 10,000 shares of common stock with an exercise price of \$1.00 per share. These warrants expire 360 days after stock issuance date.

On February 21, 2015, the Company entered stock subscription agreement of 2,000 shares at \$0.50 per share with 2,000 warrants to purchase 2,000 shares of common stock with an exercise price of \$1.00 per share. These warrants expire 360 days after stock issuance date.

On February 23, 2015, the Company entered stock subscription agreement of 10,000 shares at \$0.50 per share with 10,000 warrants to purchase 10,000 shares of common stock with an exercise price of \$1.00 per share. These warrants expire 360 days after stock issuance date.

On February 18, 2015, the Company entered a service agreement whereby the Company issued 15,000 shares for marketing solution and strategy services valued at \$.70 per share or \$10,500, on a month to month basis.

On March 10, 2015, the Company entered stock subscription agreement of 50,000 shares at \$0.50 per share with 50,000 warrants to purchase 50,000 shares of common stock with an exercise price of \$1.00 per share. These warrants expire 360 days after stock issuance date.

On March 10, 2015, the Company entered stock subscription agreement of 2,000 shares at \$0.50 per share with 2,000 warrants to purchase 2,000 shares of common stock with an exercise price of \$1.00 per share. These warrants expire 360 days after stock issuance date.

On March 14, 2015, the Company entered an independent contractor agreement whereby the Company issued 100,000 shares for medical services valued at \$.82 per share or \$82,000. This amount will be amortized over the contract period of one year.

On March 14, 2015, the Company entered an independent contractor agreement whereby the Company issued 10,000 shares for medical services valued at \$.82 per share or \$8,200. This amount will be amortized over the contract period of one year.

On April 8, 2015, the Company entered stock subscription agreement of 20,000 shares at \$0.50 per share with 50,000 warrants to purchase 50,000 shares of common stock with an exercise price of \$1.00 per share. These warrants expire 360 days after stock issuance date.

On April 16, 2015, the Company entered a consulting agreement whereby the Company issued 125,000 shares for product development consulting services valued at \$.95/share or \$118,625.

On April 16, 2015, the Company entered a consulting agreement whereby the Company issued 30,000 shares for consulting services valued at \$.95/share or \$28,470.

On April 22, 2015, the Company entered a consulting agreement whereby the Company will issue 300,000 shares for consulting services, for a period of six months. 150,000 shares will issued within 30 days of the date of agreement and another 150,000 shares will issued on or before the 150th day from the effective date if the agreement has not been terminated. On April 22, 2015, the Company issued 150,000 shares valued at \$.85/share or \$127,350.

On June 13, 2015, the Company entered a consulting agreement whereby the Company issued 15,000 shares for marketing services valued at \$.74/share or \$11,085.

On September 24, 2015, the Company issued 83,292 shares of its common stock at \$0.12006 for conversion of convertible debentures of \$10,000.

Due to a ratchet provision, the warrants issued during 2015 were accounted for as a derivative and fair valued using the Black Scholes valuation model. The initial valuation for warrants was \$129,001. There was a gain on the fair value derivative of \$161,537, resulting in the ending balance of \$16,315.

The Company's capitalization is 300,000,000 shares of common stock, with a par value of \$0.001 per share, with 50,896,385 shares issued and outstanding at September 30, 2015.

#### Stock Purchase Warrants

The following table summarizes all warrant activity for the year ended December 31, 2014 and nine months ended September 30, 2015:

	Shares	Weighted-Average Exercise Price Per Share	Remaining term	Intrinsic value
Outstanding, December 31, 2014	189,963	2.00		
Exercisable at December 31, 2014	189,963	2.00	0.78 year	\$ 0
Granted	463,858	1.00		
Exercised	-	-		
Expired	(169,963)	-		
Outstanding and Exercisable at September 30, 2015	483,858	1.00	0.40 year	\$ 0

## 7. Fair Value Measurements

On a recurring basis, we measure certain financial assets and liabilities based upon the fair value hierarchy as described in the Company's significant accounting policies in Note 1. The following table presents information about the Company's liabilities measured at fair value as of September 30, 2015 and December 31, 2014

	Level 1	Level 2	Level 3	Fair Value at September 30, 2015
<b>Liabilities</b>				
Derivative Liability	-	\$ 467,865		\$ 467,865

  

	Level 1	Level 2	Level 3	Fair Value at December 31, 2014
<b>Liabilities</b>				
Derivative Liability	-	\$ 48,851	-	\$ 48,851

The fair value changes in the fair value of recurring fair value measurements using significant unobservable inputs (Level 2), relate solely to the derivative liability as follows:

	Amount
Balance at December 31, 2014	\$ 48,851
New warrant issued with stock/convertible debentures	780,125
Fair value adjustment	(348,614)
Decrease due to Conversion of convertible debenture	(12,497)
Balance at September 30, 2015	\$ 467,865

## 8. Related Parties

An affiliate of the Company, the Company's president, has been funding operations of the Company by making payments directly to third parties or advancing monies to the Company. These amounts bear no interest and are payable on demand. Amounts due to the affiliate at September 30, 2015 and December 31, 2014 are \$276,156 and \$270,747, respectively.

During June 2012, the Company borrowed \$125,000 from an affiliate. The loan bears interest at 10% per annum and is unsecured and payable upon demand. The outstanding balance as of September 30, 2015 is \$77,401 and accrued interest is \$23,845.

On August 28, 2014, the Company authorized the purchase of 64,666,619 shares of common stock from affiliate at \$0.001 per share and signed an unsecured promissory note for a total of \$64,667 to affect the purchase. The loan bears interest at 6% per annum and is unsecured and payable upon demand. The Company has paid \$0 towards the loan amount as of September 30, 2015. The outstanding balance as of September 30, 2015 is \$64,667 and accrued the interest is \$5,360

On August 28, 2014, the Company authorized the purchase of 3,000,000 shares of common stock from shareholder at \$0.005 per share and signed a promissory note for a total of \$15,000 to affect the purchase. The loan bears interest at 6% per annum and is unsecured and payable upon demand. The Company has paid \$0 towards the loan amount as of September 30, 2015. The outstanding balance as of September 30, 2015 is \$15,000 and accrued the interest \$1,289

## 9. Significant Agreement

On or about February 26, 2015, the Company entered into a distribution agreement ("Distribution Agreement") with Yontem Cosmetics Dis Tic. Ltd. Sti ("Yontem") a Turkish company; thereby, naming Turkey (the "Territory") as an exclusive territory for Yontem. The terms of the Distribution Agreement, expects that Yontem will sell a minimum of 1,000 1.7oz units per month during the 1st year, 2,000 1.7oz units per month during the second year of operation and 3,000 units per month in the third year upon the establishment of the company by Yontem. The Distribution Agreement is for an initial period of three years and then the two parties will evaluate the progress of the

Distribution Agreement. The Distribution Agreement can then be renewed for an additional five-five year periods. The Distribution Agreement also states that in order to maintain exclusivity on the Territory the quota numbers must be met, and that if they are not met then Yontem will lose exclusivity to the Territory.

On or about June 5, 2015, the Company entered into a distribution agreement (“Distribution Agreement”) with RAVL Ltd (“RAVL”) a Ukraine company; thereby, naming Ukraine (the “Territory”) as an exclusive territory for RAVL. The terms of the Distribution Agreement shall be for a period of 5 years to evaluate the progress for renewal for five-five year periods. Quotas will be agreed upon after 1<sup>st</sup> year, however, as per the Distribution Agreement RAVL is expected to sell 192 bottle of Rejuvel 1.7oz product or 8 cases (24 bottles on each case) on a monthly based on average for the first year. The Distribution Agreement also states that in order to maintain exclusivity on the Territory the quota numbers must be met, and that if they are not met then RAVL will lose exclusivity to the Territory.

On July 1, 2015, The Company entered into a service agreement with Kon-Lin Investors Ltd (“Kon-Lin”). Kon-Lin will provide technical analysis of the Company’s common stock to include analysis of charts, trends, moving average, time, supply and demand. The consideration for the service is \$5,000 per month and this agreement will continue on a month to month basis

On or about July 19, 2015, the Company entered into a distribution agreement (“Distribution Agreement”) with Houboubati Group Companies (Hounoubati); thereby, naming Saudi Arabia, Qatar, Kuwait and UAE Region (the “Territory”) as an exclusive territory for Houboubati. The terms of the Distribution Agreement shall be for a period of six months to evaluate the progress for renewal period to term of an additional two years. Quotas will be agreed upon after the first six periods. Houboubati is expected to order a minimum of 1,000 units with the completion of the product being properly registered for the sales in the territory.

## **10. Subsequent Events**

On the October 7, 2015, one of the holders of a convertible debenture elected to convert principal of \$7,500 and accrued interest \$311 into 96,121 shares of the Company’s Common Stock.

On October 13, 2015, the Company issued a convertible promissory note. The principal sum of the note is up to \$500,000. The consideration is \$450,000 payable by wire (there exists a \$50,000 original issue discount). The maturity date is two years from the effective date of each payment and is the date upon which principal sum of the note and any unpaid interest and other fee shall be due and payable. The convertible promissory note bears interest at a rate of twelve-percent (12%) per annum. The Conversion Price is 62% of the lowest trade price in the 25 trading days previous to the conversion. The investor has conversion right at any time after the Effective date. The Company may repay a payment at any time on or before 90 days from effective date in an amount equal to 110% of principal plus all accrued and unpaid interest, OID and other fee, or any time after 90 days of Effective date and before 179 days in an amount equal 140% of principal plus all accrued and unpaid interest, OID and other fee. The Company may not repay any payment of considerations after 179 days of Effective date.

On the October 14, 2015, one of the holders of a convertible debenture elected to convert principal of \$20,000 into 237,925 shares of the Company’s Common Stock.

On October 20, 2015, the Company designates 40,000 shares as Series A Preferred stock and 10,000 shares as Series B Preferred Stock. Series A Preferred stock shall not be entitled to receive dividends. Series A Preferred Stock can convert to common stock in a conversion rate 1 to 1,000 (one share of Series A convertible preferred stock can convert to One thousand shares of Common stock) with no consideration. Series B Preferred stock shall not be entitled to receive dividends. Series B Preferred Stock can convert to common stock in a conversion rate 1 to 1,000 (one share of Series B convertible preferred stock can convert to One thousand shares of Common stock) with no consideration. If the Series B Preferred stock Holder entitle to convert any portion of its Series B Convertible Preferred Stock that would result in the beneficial ownership by Holder and its affiliates of more than 9.99% of outstanding shares of common stock. The number of shares of Common Stock to be issued shall be determined by multiplying the Convertible rate by the amount to be converted. Series A and Series B Preferred Stock have full voting right as Common stock holders. Each Series A or Series B Preferred Stock vote right is equal One Thousand vote per share on Common stock.

On the October 19, 2015, one of the holders of a convertible debenture elected to convert principal of \$7,500 and accrued interest \$330 into 96,364 shares of the Company’s Common Stock.

On the October 27, 2015, one of the holders of a convertible debenture elected to convert principal of \$6,000 and accrued interest \$275 into 98,262 shares of the Company's Common Stock.

On the November 3, 2015, one of the holders of a convertible debenture elected to convert principal of \$20,000 into 416,666 shares of the Company's Common Stock.

Pursuant to Accounting Standards Codification 855-10, the Company has evaluated all events or transactions that have occurred from September 30, 2015 through the filing with the SEC.



## ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION OR PLAN OF OPERATION

### FORWARD-LOOKING STATEMENTS

This Management's Discussion and Analysis of Financial Condition and Results of Operations (MD&A) contains forward-looking statements that involve known and unknown risks, significant uncertainties and other factors that may cause our actual results, levels of activity, performance or achievements to be materially different from any future results, levels of activity, performance or achievements expressed, or implied, by those forward-looking statements. You can identify forward-looking statements by the use of the words may, will, should, could, expects, plans, anticipates, believes, estimates, predicts, intends, potential, proposed, or continue or the negative of those terms. These statements are only predictions. In evaluating these statements, you should consider various factors which may cause our actual results to differ materially from any forward-looking statements. Although we believe that the exceptions reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. Therefore, actual results may differ materially and adversely from those expressed in any forward-looking statements. We undertake no obligation to revise or update publicly any forward-looking statements for any reason.

### RESULTS OF OPERATIONS

#### *Working Capital*

	September 30, 2015 \$	December 31, 2014 \$
Current Assets	88,897	53,053
Current Liabilities	1,701,661	938,162
Working Capital (Deficit)	(1,612,764)	(885,109)

#### *Cash Flows*

	September 30, 2015 \$	September 30, 2014 \$
Cash Flows used in Operating Activities	(531,583)	(401,847)
Cash Flows provided by Financing Activities	492,959	603,173
Cash Flows used in Investing Activities	-	(18,335)
Net Increase (decrease) in Cash During Period	(38,624)	182,989

#### *Results for the Three Months Ended September 30, 2015 Compared to the Three Months Ended September 30, 2014*

##### *Operating Revenues*

The Company's revenues were \$50,408 for the three months ended September 30, 2015 compared to \$18,353 for the same period in 2014. This represents an increase of \$32,055 or 175% which is attributable to the Company receiving larger ordering and sales of its skin cream products, as well as increased marketing efforts made by our foreign distributors during the period ending September 30, 2015, as compared to the period ended September 30, 2014.

##### *Cost of Revenues*

The Company's cost of revenues was \$10,232 for the three months ended September 30, 2015 compared to \$168 for the same period in 2014. This represents an increase of \$10,064, which is attributable to the increase in revenues in the period ending September 30, 2015 and due to the fact that during the same period in 2014 we received complimentary products and incentives from various suppliers which caused a reduction in our costs of goods, for that period.

### ***Gross Profit***

For the three months ended September 30, 2015, the Company's gross profit increased by \$21,991 to a total of \$40,176 or 121% from \$18,185 for the same period in 2014. As a percentage of sales, gross profit was 80%. Our gross profit increased due to our increased sales of our skin cream by our distributors.

### ***General and Administrative Expenses***

General and administrative expenses consisted primarily of advertising and promotion expenses, consulting fees, commission expense, professional fees, license and permits expense, travel, meals and entertainment relating to being a public company. For the three months ended September 30, 2015 and September 30, 2014, general and administrative expenses increased to \$275,758 from \$210,777 for the same period in 2014 representing an increase of \$64,981 or 31%. The \$64,981 increase is primarily attributable to increases in advertising and marketing expenses of \$111,441, consulting expense of \$2,824, and commissions of \$5,185, off-set by a decrease in license and permits expense of \$15,001, professional fee \$11,424 and other general administrative expenses appropriate for a publicly reporting company of \$28,044.

### ***Other Income (Expense)***

Other income (expense) consisted of a gain on derivative valuation, derivative expense and interest expense. The gain on derivative valuation is directly attributable to an increase in derivatives related to the warrants issued with common stock during the quarter and issuance of convertible debt, and the change in fair value of the derivative liability from June 30, 2015, through September 30, 2015. The increase in derivative expense relates to the warrants and convertible debt issued during the period. Interest expense is primarily attributable to the accretion of the debt discount on convertible debentures for the three months ended September 30, 2015, interest from notes payable, convertible notes and related party. For the three months ended September 30, 2015, there was a \$147,986 gain on derivative valuation, \$(114,730) of derivative expense and \$(125,186) of interest expense during the period. There was a \$629,571 gain on derivative valuation, \$(258,448) of derivative expense and \$(3,332) of interest expense for the same period in 2014.

### ***Net Income (loss)***

Our net loss for the three months ended September 30, 2015, was \$(327,512) compared with net income of \$175,199 for the three months ended September 30, 2014, a decrease of \$502,711 or 287%. The net loss is influenced by the matters discussed above.

### ***Results for the Nine month period ended September 30, 2015 Compared to the Nine month period ended September 30, 2014***

#### ***Operating Revenues***

The Company's revenues were \$156,909 for the nine months ended September 30, 2015 compared to \$63,677 for the same period in 2014. This represents an increase of \$93,232 or 146% which is directly attributable to the Company's marketing efforts, increase in internet sales and increase in overseas markets such as Turkey and Ukraine.

#### ***Cost of Revenues***

The Company's cost of revenues was \$24,279 for the nine months ended September 30, 2015 compared to \$9,062 for the same period in 2014. This represents an increase of \$15,217 or 168%, which is directly attributable to the increase in sales.

### ***Gross Profit***

For the nine months ended September 30, 2015, the Company's gross profit was \$132,630 compared to \$54,615 for the same period in 2014. As a percentage of sales, gross profit was 85% compared to 86% for the same period in 2014.

### ***General and Administrative Expenses***

General and administrative expenses consisted primarily of advertising and marketing expenses, consulting fees, commission expense, professional fees, license and permits expense, travel and meals and entertainment relating to being a public company. For the nine months ended September 30, 2015 and September 30, 2014, general and administrative expenses increased to \$1,152,868 from \$501,908 for the same period in 2014 representing an increase of \$650,960 or 130%. The \$650,960 increase is primarily attributable to increases in advertising and marketing expenses of \$236,582, consulting expense of \$176,750, commissions of \$162,268 marketing expense of \$27,134, license and permits expense of \$15,449, meals and entertainment of \$17,593 and other general administrative expenses appropriate for a publicly reporting company of \$15,184.

### ***Other Income (Expense)***

Other income (expense) consisted of a gain on derivative valuation, derivative expense and interest expense. The gain on derivative valuation is directly attributable to a decrease in derivatives related to the warrants issued with common stock during the quarter and issuance of convertible debt, and the change in fair value of the derivative liability from December 31, 2014 through September 30, 2015. The increase in derivative expense relates to the warrants and convertible debt issued during the period. Interest expense is primarily attributable to the accretion of the debt discount on convertible debentures for the nine months ended September 30, 2015, interest from notes payable, convertible notes, and related party. For the nine months ended September 30, 2015, there was a \$348,614 gain on derivative valuation, \$(295,581) of derivative expense and \$(233,116) of interest expense during the period. There was a \$565,167 gain on derivative valuation, \$(525,603) of derivative expense and \$(93,433) of interest expense for the same period 2014.

### ***Net Loss***

Our net loss for the nine months ended September 30, 2015 was \$(1,200,321) compared with a net loss of \$(501,162) for the nine months ended September 30, 2014, an increase of \$(699,159) or 140%. The net loss is influenced by the matters discussed in the other sections of the MD&A.

### ***Liquidity and Capital Resources***

The ability of the Company to continue as a going concern is dependent on the Company's ability to raise additional capital and implement its business plan. Since its inception, the Company has been funded by related parties through capital investment and borrowing of funds.

At September 30, 2015, the Company had total current assets of \$88,897 compared to \$53,053 at December 31, 2014. Current assets consisted primarily of cash, inventories, accounts receivable, other current assets and deposits. The increase in current assets \$35,844 were attributed to an inventory increase of \$29,995 for the future sales and other current assets increase of \$44,169 for unamortized advertising and marketing expense, and decrease in cash and cash equivalents of \$38,624.

At September 30, 2015, the Company had total current liabilities of \$1,701,661 compared to \$938,162 at December 31, 2014. Current liabilities consisted primarily of the derivative liability, accounts payable and accrued expenses, loans and advances from a related party and convertible debentures. The increase in our current liabilities was attributed to the new issuance of convertible debentures and related derivative liabilities incurred.

We had negative working capital of \$(1,612,764) as of September 30, 2015 compared to \$(885,109) as of December 31, 2014, an increase of \$727,655 or 82%.

### ***Cashflow from Operating Activities***

During the nine months ended September 30, 2015, cash used in operating activities was \$(531,583) compared to \$(401,847) for the nine months ended September 30, 2014. The increase in the amounts of cash used for operating activities was primarily due to the increased expenditures in advertising and promotion expenses, commissions and consulting expenses.

### ***Cashflow from Investing Activities***

During the nine months ended September 30, 2015 cash used in investing activities was \$0 compared to \$18,335 for the nine months ended September 30, 2014.

### ***Cashflow from Financing Activities***

During the nine months ended September 30, 2015, cash provided by financing activity was \$492,959 compared to \$603,173 provided during the nine months ended September 30, 2014. The increase in cash provided by financing activities is due to the Company receiving proceeds of \$382,750 from issuance of convertible debentures and \$94,800 from issuance of common stock with warrants, and \$10,000 from issuance of note payable, and proceeds from advances from related parties.

### ***Quarterly Developments***

On July 1, 2015, The Company entered a service agreement with Kon-Lin Investors Ltd (“Kon-Lin”). Kon-Lin will provide technical analysis of the Company’s common stock to include analysis of charts, trends, moving average, time, supply and demand. The consideration for the service is \$5,000 per month and this agreement will continue on a month to month basis.

### **Distribution Agreements:**

On or about July 19, 2015, the Company entered into a distribution agreement (“Distribution Agreement”) with Houboubati Group Companies (Houboubati); thereby, naming Saudi Arabia, Qatar, Kuwait and UAE Region (the “Territory”) as an exclusive territory for Houboubati. The terms of the Distribution Agreement shall be for a period of six months to evaluate the progress for renewal period to term of an additional two years. Quotas will be agreed upon after the first six periods. Houboubati is expected to order a minimum of 1,000 units with the completion of the product being properly registered for the sales in the territory.

On or about October 22, 2015, the Company entered into four distribution agreements (“Distribution Agreement”) with EU.S.INN.CO Ltd. (“INN.CO”) a Greek company; thereby, naming France, Italy, Greece and the United Kingdom (separately “Territory” or together as the “Territories”) as exclusive territories for INN.CO. The terms of the Distribution Agreements, expects that for each Territory that INN.CO will purchase a minimum of 1,500 pcs for the first two months after signing the Distribution Agreement and then 1,000 1.7oz pcs per month during the remainder of the 1<sup>st</sup> year, 1,750 1.7oz pcs per month during the second year of operation, 2,500 1.7oz pcs per month in the third year, 2,750 1.7oz pcs per month during the fourth year and 3,000 1.7oz pcs per month during the fifth year, upon the establishment of the company by INN.CO. The Distribution Agreement is for an initial period of five years and then the two parties will evaluate the progress of the Distribution Agreement. The Distribution Agreement also states that in order to maintain exclusivity on the Territory the quota numbers must be met, and that if they are not met then INN.CO will lose exclusivity to the Territory.

A copy of the Form of Distribution Agreement is filed herewith, as Exhibit 10.19, and is incorporated herein by this reference.

### ***Subsequent Developments***

### **Certificate of Designation of Series A and Series B Preferred Stock**

On October 20, 2015, the Board of Directors, with the approval of a majority vote of its shareholders approved the filing of a Certificate of Designation establishing the designations, preferences, limitations and relative rights of the Company’s Series A and Series B Preferred Stock (the “Designation” the “Series A Preferred Stock” and the “Series B Preferred Stock”). The Board of Directors authorized the issuance of 40,000 shares of Series A Preferred Stock, and 10,000 shares of Series B Preferred Stock which the Board agreed to issue to the Preferred Shareholders or its assigns, upon the Company filing the Certificate of Designation with the Florida Secretary of State. The terms of the Certificate of Designation of the Series A Preferred Stock, and Series B Preferred Stock, which were filed with the State of Florida on October 20, 2015, include the right to vote in aggregate, on all shareholder matters equal to 1,000 votes per share of Series A Preferred Stock, and Series B Preferred Stock and each Series A Preferred Stock and Series B Preferred Stock share is convertible into shares of our common stock at a conversion rate of 1,000 shares of common stock for each one (1) share of Series A Preferred Stock and each one (1) share of Series B Preferred Stock.

A copy of the Certificate of Designation that was filed with the Florida Secretary of State on October 20, 2015 is attached hereto as Exhibit 3.2 and Exhibit 3.3 of this Quarterly Report and is incorporated by reference herein.

### ***Going Concern***

We have not attained profitable operations and are dependent upon obtaining financing to pursue any extensive acquisitions and activities. For these reasons, our auditors stated in their report on our audited financial statements that there is substantial doubt about our ability to continue as a going concern without further financing.

### ***Future Financings***

We will continue to rely on equity sales of our common shares in order to continue to fund our business operations. Issuances of additional shares will result in dilution to existing stockholders. There is no assurance that we will achieve any additional sales of the equity securities or arrange for debt or other financing to fund our operations and other activities.

### ***Impact of Inflation***

We believe that the rate of inflation has had a negligible effect on our operations.

### ***Off-Balance Sheet Arrangements***

We have no significant off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes in financial condition, revenues or expenses, results of operations, liquidity, capital expenditures or capital resources that are material to stockholders.

### ***Critical Accounting Policies***

Our financial statements and accompanying notes have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis. The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting periods.

We regularly evaluate the accounting policies and estimates that we use to prepare our financial statements. A complete summary of these policies is included in the notes to our financial statements. In general, management's estimates are based on historical experience, on information from third party professionals, and on various other assumptions that are believed to be reasonable under the facts and circumstances. Actual results could differ from those estimates made by management.

### ***Recently Issued Accounting Pronouncements***

From time to time, new accounting pronouncements are issued by the Financial Accounting Standards Board ("FASB") or other standard setting bodies that are adopted by us as of the specified effective date. Unless otherwise discussed, we believe that the impact of recently issued standards that are not yet effective will not have a material impact on our consolidated financial position or results of operations upon adoption.

## **ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK**

We are a smaller reporting company as defined by Rule 12b-2 of the Securities Exchange Act of 1934 and are not required to provide the information under this item.

## **ITEM 4. CONTROLS AND PROCEDURES**

### ***Evaluation of Disclosure Controls and Procedures***

Disclosure controls and procedures are controls and procedures that are designed to ensure that information required to be disclosed in our reports filed under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by our company in the reports that it files or submits under the Exchange Act is accumulated and communicated to our management,

including its principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure. Our management carried out an evaluation under the supervision and with the participation of our Principal Executive Officer and Principal Financial Officer, of the effectiveness of the design and operation of our disclosure controls and procedures pursuant to Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934 ("Exchange Act"). Based upon that evaluation, our Principal Executive Officer and Principal Financial Officer have concluded that our disclosure controls and procedures were not effective as of September 30, 2015, due to the material weaknesses resulting from the Board of Directors not currently having any independent members and no director qualifies as an audit committee financial expert as defined in Item 407(d)(5)(ii) of Regulation S-K, and controls were not designed and in place to ensure that all disclosures required were originally addressed in our financial statements. Please refer to our Annual Report on Form 10-K as filed with the SEC on April 15, 2015 and the Amendment to the Form 10-K filed with the SEC on April 24, 2015, for a complete discussion relating to the foregoing evaluation of Disclosures and Procedures.

### ***Changes in Internal Control over Financial Reporting***

Our management has also evaluated our internal control over financial reporting, and there have been no significant changes in our internal controls or in other factors that could significantly affect those controls subsequent to the date of our last evaluation.

The Company is not required by current SEC rules to include, and does not include, an auditor's attestation report. The Company's registered public accounting firm has not attested to Management's reports on the Company's internal control over financial reporting.

## **PART II - OTHER INFORMATION**

### **ITEM 1. LEGAL PROCEEDINGS**

We know of no material, existing or pending legal proceedings against our company, nor are we involved as a plaintiff in any material proceeding or pending litigation. There are no proceedings in which our director, officer or any affiliates, or any registered or beneficial shareholder, is an adverse party or has a material interest adverse to our interest.

### **ITEM 1A. RISK FACTORS**

We are a smaller reporting company as defined by Rule 12b-2 of the Securities Exchange Act of 1934 and are not required to provide the information under this item.

### **ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS**

#### **1. Quarterly Issuances:**

On September 24, 2015, the Company issued 83,292 shares of its common stock to JSJ Investments for the conversion of \$10,000.03 of a convertible note at a conversion price of \$0.12, as per the terms of that certain promissory note dated March 23, 2015.

These securities were issued pursuant to Section 4(2) of the Securities Act and/or Rule 506 promulgated thereunder. The holders represented their intention to acquire the securities for investment only and not with a view towards distribution. The investors were given adequate information about us to make an informed investment decision. We did not engage in any general solicitation or advertising. We directed our transfer agent to issue the stock certificates with the appropriate restrictive legend affixed to the restricted stock.

#### **2. Subsequent Issuances:**

On the October 7, 2015, one of the holders of a convertible debenture elected to convert principal of \$7,500 and accrued interest \$311 into 96,121 shares of the Company's Common Stock.

On the October 14, 2015, one of the holders of a convertible debenture elected to convert principal of \$20,000 into 237,925 shares of the Company's Common Stock.

On the October 19, 2015, one of the holders of a convertible debenture elected to convert principal of \$7,500 and accrued interest \$330 into 96,364 shares of the Company's Common Stock.

On the October 27, 2015, one of the holders of a convertible debenture elected to convert principal of \$6,000 and accrued interest \$275 into 98,262 shares of the Company's Common Stock.

On the November 3, 2015, one of the holders of a convertible debenture elected to convert principal of \$20,000 into 416,666 shares of the Company's Common Stock.

These securities were issued pursuant to Section 4(2) of the Securities Act and/or Rule 506 promulgated thereunder. The holders represented their intention to acquire the securities for investment only and not with a view towards distribution. The investors were given adequate information about us to make an informed investment decision. We did not engage in any general solicitation or advertising. We directed our transfer agent to issue the stock certificates with the appropriate restrictive legend affixed to the restricted stock.

### **ITEM 3. DEFAULTS UPON SENIOR SECURITIES**

None.

### **ITEM 4. MINE SAFETY DISCLOSURES**

Not applicable.

### **ITEM 5. OTHER INFORMATION**

#### **Securities Purchase Agreement and Convertible Debentures**

Effective as of July 24, 2015, the Company has entered into a Securities Purchase Agreement (the "Agreement") with a private investor ("Investor"), pursuant to which the Investor agrees to purchase Convertible Debentures that are due three years from their respective dates of issuance (the "Debentures") in the total amount of Three Hundred Thirty Five Thousand (\$335,000) which shall be convertible into the Company's restricted common stock (the "Shares"). Pursuant to the terms of the Agreement, the Company shall reserve a sufficient number of shares of the Company's common stock for the purpose of enabling the Company to issue Shares pursuant to the Agreement.

Subject to the terms and conditions of the Agreement, the Company, at its sole and exclusive option, may issue and sell to Investor, and Investor shall purchase from the Company, the Debentures upon the Company's delivery of written requests to Investor. The aggregate maximum amount of all purchases that Investor shall be obligated to make under the Agreement shall not exceed \$335,000. Once a written request is received by Investor, it shall not be terminated, withdrawn or otherwise revoked by the Company.

The amount for each purchase of the Debentures as designated by the Company will be delivered through three purchases of the Company's Debentures. The first purchase shall occur at the time of the execution of the Agreement ("Signing Closing Date") and is in the amount of \$85,000. The second purchase may occur any time sixty one (61) to One Hundred (100) days following the Signing Closing Date, subject to the mutual agreement of Investor and the Company, and the third purchase may occur at any time sixty one (61) to One Hundred (100) days following the second closing date, subject to the mutual agreement of Investor and the Company. Notwithstanding the foregoing the amount requested shall not cause the aggregate holdings of Investor shares of common stock of the Company to be greater than 4.99% of the issued and outstanding shares of common stock of the Company.

The conversion price for the Debentures to be purchased by Investor shall be sixty percent (60%) of the lowest closing daily price of the Company's common stock during the twenty (20) consecutive trading days prior to the date of the stock purchase request from the Company to Investor, the Company shall not subdivide or combine its common stock, or pay a common stock dividend or make any other purchase of its common stock.

For all the terms and provisions of the Stock Purchase Agreement, and Convertible Debenture, reference is hereby made to such documents annexed to our Current Report on Form 8-K, that we filed with the SEC on July 30, 2015, as Exhibits 10.1, and 10.2, All statements made herein concerning the foregoing are qualified in their entirety by reference to said exhibits.

#### **Revolving Line of Credit:**

On or about August 7, 2015, the Company signed a Revolving Line of Credit Promissory Note (the "Note") by and between the Company and D & E Capital Corp., a Florida Corporation ("Noteholder"). Under the terms of the Note

the Company may borrow up to \$250,000 from D&E for a period of 12 months from the executing of the Note. The Note shall accrue on the unpaid balance at the rate of 1.8% every 30 days until the outstanding principal advanced is paid in full. The Note also contains customary terms of default.

For all the terms and provisions of the Revolving Line of Credit Promissory Note, reference is hereby made to such documents annexed hereto as Exhibits 10.18; all statements made herein concerning the foregoing are qualified in their entirety by reference to said exhibits.

#### **Convertible Promissory Note:**

On October 13, 2015, the Company executed an Unsecured Promissory Note (the “JMJ Note”) to JMJ Financial, Inc. (“JMJ”). Under the terms of the JMJ Note, the Company has borrowed up four hundred fifty thousand (\$450,000) dollars from JMJ, which contains a one-time interest charge of 12%. The conversion feature in the JMJ Note allows JMJ to convert the JMJ Note at a 38% discount to market based on the lowest trade in the previous twenty five days prior to the conversion notice. The maturity date of the JMJ Notes is two years from the effective date of each payment. The JMJ Note also contains customary events of default.

For all the terms and provisions of the JMJ Note, reference is hereby made to such Form of JMJ Convertible Promissory Note annexed hereto as Exhibits 10.19; all statements made herein concerning the foregoing are qualified in their entirety by reference to said exhibits.

#### **ITEM 6. EXHIBITS**

<b>Exhibit Number</b>	<b>Description of Exhibit</b>	<b>Filing</b>
3.1	Articles of Incorporation	Filed with the SEC on January 19, 2010 as part of the Company’s Registration of Securities on Form 10-12G.
3.1(a)	Restated Articles of Incorporation	Filed with the SEC on April 18, 2011 as part of the Company’s Current Report on Form 8-K.
3.2	Bylaws	Filed with the SEC on January 19, 2010 as part of the Company’s Registration of Securities on Form 10-12G.
3.2(a)	Amended Bylaws	Filed with the SEC on April 18, 2011 as part of the Company’s Current Report on Form 8-K.
3.3	Certificate of Designation Series A Preferred Stock, dated October 20, 2015	Filed herewith.
3.4	Certificate of Designation Series B Preferred Stock, dated October 20, 2015	Filed herewith.
10.1	Promissory Note between the Company and Joe-Val, Inc., dated March 27, 2012.	Filed with the SEC on March 27, 2012 as part of the Company’s Current Report on Form 8-K.
10.2	Promissory Note between the Company and Coast To Coast Equity Group, Inc., dated June 25, 2012.	Filed with the SEC on August 20, 2012 as part of the Company’s Quarterly Report on Form 10-Q.
10.3	Convertible debenture between the Company and Shane Case, dated September 26, 2012.	Filed with the SEC on November 19, 2012 as part of the Company’s Quarterly Report on Form 10-Q.
10.4	Distribution Agreement between Regenotech, Inc. and Renuell Int’l, Inc., dated December 29, 2011 and Amended on December 13, 2012.	Filed with the SEC on January 17, 2014 as part of the Company’s S-1/A.
10.5	Form of Subscription Agreement.	Filed with the SEC on November 29, 2012 as part of the Company’s S-1/A.
10.6	Consulting Agreement between the Company and John Stickler.	Filed with the SEC on December, 27, 2012 as part of the Company’s S-1/A.
10.7	Co-License Agreement by and between the Company and the National Aeronautics and Space Administration, dated September 30, 2014.	Filed with the SEC on October 4, 2014, as part of our Current Report on Form 8-K.
10.8	License Agreement by and between the Company and the National Aeronautics and Space Administration, dated July 25, 2014.	Filed with the SEC on August 14, 2014, as part of our Quarterly Report on Form 10-Q.
10.9	Form of Unsecured Promissory Note.	Filed with the SEC on August 28, 2014, as part of our Current Report on Form 8-K.
10.10	Form of Distribution Agreement by and between the Company and Meditem Cyprus, Ltd.	Filed with the SEC on August 19, 2015, as part of our Quarterly Report on Form 10-Q.
10.11	Distribution Agreement by and between the Company and Yontem Cosmetics Dis Tic. Ltd. Sti, dated February 26, 2015	Filed with the SEC on April 14, 2015, as part of our Annual Report on Form 10-K



10.12	Convertible Note by and between the Company and LG Capital Funding, LLC, dated March 31, 2015	Filed with the SEC on August 19, 2015, as part of our Quarterly Report on Form 10-Q.
10.13	Stock Purchase Agreement by and between the Company and St. George Investments, LLC, dated June 5, 2015.	Filed with the SEC on June 11, 2015 as part of our Current Report on Form 8-K.
10.14	Convertible Note by and between the Company and St. George Investments, LLC, dated June 5, 2015.	Filed with the SEC on June 11, 2015 as part of our Current Report on Form 8-K.
10.15	Warrant Agreement by and between the Company and St. George Investments, LLC, dated June 5, 2015.	Filed with the SEC on June 11, 2015 as part of our Current Report on Form 8-K.
10.16	Form of Stock Purchase Agreement	Filed with the SEC on July 30, 2015 as part of our Current Report on Form 8-K.
10.17	Form of Convertible Debenture	Filed with the SEC on July 30, 2015 as part of our Current Report on Form 8-K.
10.18	Revolving Line of Credit Promissory Note, by and between the Company and D&E Capital Corp., dated August 7, 2015.	Filed with the SEC on August 16, 2015 as part of our Quarterly Report on Form 10-Q.
10.19	Form of Distribution Agreement by and between the Company and EU.S.INN.CO Ltd.	Filed herewith.
10.20	Form of MJM Financial Convertible Promissory Note, dated October 13, 2015	Filed herewith.
16.01	Letter from Lake of Associates CPA's LLC, dated March 12, 2014.	Filed with the SEC on March 14, 2014 as part of the Company's Current Report on Form 8-K.
21.01	List of Subsidiaries	Filed with the SEC on April 16, 2012 as part of the Company's Annual Report on Form 10-K.
31.01	Certification of Principal Executive Officer Pursuant to Rule 13a-14	Filed herewith.
31.02	Certification of Principal Financial Officer Pursuant to Rule 13a-14	Filed herewith.
32.01	Certification of CEO and CFO Pursuant to Section 906 of the Sarbanes-Oxley Act	Filed herewith.
101.INS*	XBRL Instance Document	Furnished herewith.
101.SCH*	XBRL Taxonomy Extension Schema Document	Furnished herewith.
101.CAL*	XBRL Taxonomy Extension Calculation Linkbase Document	Furnished herewith.
101.LAB*	XBRL Taxonomy Extension Labels Linkbase Document	Furnished herewith.
101.PRE*	XBRL Taxonomy Extension Presentation Linkbase Document	Furnished herewith.
101.DEF*	XBRL Taxonomy Extension Definition Linkbase Document	Furnished herewith.

\*Pursuant to Regulation S-T, this interactive data file is deemed not filed or part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, is deemed not filed for purposes of Section 18 of the Securities Exchange Act of 1934, and otherwise is not subject to liability under these sections.

## SIGNATURES

In accordance with Section 13 or 15(d) of the Exchange Act, the registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

### REJUVEL BIO-SCIENCES, INC.

Dated: November 16, 2015

/s/ Charles J. Scimeca

By: Charles J. Scimeca

Its: President, Principal Executive Officer & Principal Financial Officer (Principal Accounting Officer)

Pursuant to the requirement of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the Company and in the capacities and on the dates indicated:

Dated: November 16, 2015

/s/ Charles J. Scimeca

Charles J. Scimeca – Director

Dated: November 16, 2015

/s/ John Stickler

John Stickler – Director

CERTIFICATE OF DESIGNATION OF RIGHTS,  
PRIVILEGES, PREFERENCES AND RESTRICTIONS  
OF SERIES A PREFERRED STOCK OF REJUVEL BIO-SCIENCES, INC.  
PURSUANT TO SECTION 607.0602 OF THE  
FLORIDA BUSINESS CORPORATION ACT

On behalf of Rejuvel Bio-Sciences, Inc., a Florida corporation (the “Corporation”), the undersigned hereby certifies that the following resolution has been duly adopted by the board of directors of the Corporation (the “Board”):

The Amended and Restated Articles of Incorporation of the Company authorize Three Hundred Fifty Million (350,000,000) shares of \$.001 par value capital stock, of which are designated Fifty Million (50,000,000) shares are designated \$.001 par value preferred stock (the "Preferred Stock") with Forty Thousand (40,000) of such shares being designated as Series A Preferred Stock, Ten Thousand of such shares being designated as Series B Preferred stock, and Three Hundred Million (300,000,000) shares are designated \$.001 common stock (the "Common Stock").

There are presently approximately Fifty Million Eight Hundred Thirteen Thousand Ninety Eight (50,813,098) shares of the Corporation's Common Stock, presently issued and outstanding.

The Corporation is organized and existing under the laws of the State of Florida and, that pursuant to the authority conferred upon the Board of Directors of the Corporation by the Articles of Incorporation of the Corporation, as amended, and pursuant to Florida Business Corporations Act, the shares of Preferred Stock of the Corporation must be created and issued from time to time in one or more series, each of such series to have such voting powers, designation, preferences, and other special rights, qualifications, limitations or restrictions, as expressed in resolutions providing for the creation and issuance of such series, as adopted by the Board of Directors of the Corporation.

Pursuant to the resolutions adopted by the Unanimous Written Consent of the Board of Directors Without a Meeting effective October 19, 2015 (the "October 19, 2015 Consent") the Board of Directors adopted resolutions establishing a series of Preferred Stock from its authorized shares of Preferred Stock, designated SERIES A Preferred Stock, consisting of Forty Thousand (40,000) shares (the "SERIES A Stock"), with certain rights, privileges, preferences and restrictions as set forth in this Certificate of Designation of Rights, Privileges, Preferences and Restrictions of SERIES A Preferred Stock of Rejuvel Bio-Sciences, Inc. as follows:

1.0 Designation and Rank.

A new series of Preferred Stock from the Corporation's authorized shares of Preferred Stock is hereby created, designated SERIES A Preferred Stock, consisting of Forty Thousand (40,000) shares (the "SERIES A Stock"), with certain rights, privileges, preferences and restrictions as set forth in the October 19, 2015 Consent. No other shares of Preferred Stock shall be designated SERIES A Preferred Stock.

2.0 Dividend Rate and Rights.

---

The holders of the shares of the SERIES A Stock shall not be entitled to receive dividends.

### 3.0 Conversion into Common Stock.

Optional Conversion of Series A Convertible Preferred Stock. The Holders of Series A Convertible Preferred Stock shall have conversion rights as follows:

(a) Conversion Right. Each share of Series A Convertible Preferred Stock shall be convertible at the option of the Holder thereof and without the payment of additional consideration by the Holder thereof, at any time, into shares of Common Stock on the Optional Conversion Date (as hereinafter defined) at a conversion rate of One Thousand (1,000) shares of Common Stock (the “Conversion Rate”) for every one (1) share of Series A Convertible Preferred Stock;

(b) Mechanics of Optional Conversion. To effect the optional conversion of shares of Series A Convertible Preferred Stock in accordance with Section 3(a) of this Designation, any Holder of record shall make a written demand for such conversion (for purposes of this Designation, a “Conversion Demand”) upon the Corporation at its principal executive offices setting forth therein (i) the certificate or certificates representing such shares, and (ii) the proposed date of such conversion, which shall be a business day not less than fifteen (15) nor more than thirty (30) days after the date of such Conversion Demand (for purposes of this Designation, the “Optional Conversion Date”). Within five days of receipt of the Conversion Demand, the Corporation shall give written notice (for purposes of this Designation, a “Conversion Notice”) to the Holder setting forth therein (i) the address of the place or places at which the certificate or certificates representing any shares not yet tendered are to be converted are to be surrendered; and (ii) whether the certificate or certificates to be surrendered are required to be endorsed for transfer or accompanied by a duly executed stock power or other appropriate instrument of assignment and, if so, the form of such endorsement or power or other instrument of assignment. The Conversion Notice shall be sent by first class mail, postage prepaid, to such Holder at such Holder’s address as may be set forth in the Conversion Demand or, if not set forth therein, as it appears on the records of the stock transfer agent for the Series A Convertible Preferred Stock, if any, or, if none, of the Corporation. On or before the Optional Conversion Date, each Holder of the Series A Convertible Preferred Stock so to be converted shall surrender the certificate or certificates representing such shares, duly endorsed for transfer or accompanied by a duly executed stock power or other instrument of assignment, if the Conversion Notice so provides, to the Corporation at any place set forth in such notice or, if no such place is so set forth, at the principal executive offices of the Corporation. As soon as practicable after the Optional Conversion Date and the surrender of the certificate or certificates representing such shares, the Corporation shall issue and deliver to such Holder, or its nominee, at such Holder’s address as it appears on the records of the stock transfer agent for the Series A Convertible Preferred Stock, if any, or, if none, of the Corporation, a certificate or certificates for the number of whole shares of Common Stock issuable upon such conversion in accordance with the provisions hereof.

### 4.0 Liquidation Preference.

The holders of SERIES A Preferred Stock shall not be entitled to receive any distributions in the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary.

### 5.0 Voting Rights.

Except as otherwise provided herein or by law and in addition to any right to vote as a separate SERIES A as provided by law, the holder of the SERIES A Preferred Stock shall have full voting rights and powers equal to the voting rights and powers of holders of Common Stock and shall be entitled to notice of any Shareholders meeting in accordance with the Bylaws of the Corporation, and shall be entitled to vote, with respect to any question upon which holders of Common Stock have the right to vote, including, without limitation, the right to vote for the election of directors, voting together with the holders of Common Stock as one class. For so long as SERIES A

---

Preferred Stock is issued and outstanding, the holders of SERIES A Preferred Stock shall vote together as a single class with the holders of the Corporation's Common Stock and the holders of any other class or series of shares entitled to vote with the Common Stock, with the holders of SERIES A Preferred Stock being entitled to One Thousand (1,000) votes per share of Common Stock for every one (1) share of Series A Preferred Stock held by them on all such matters.

6.0 Other Preferences.

The shares of the SERIES A Preferred Stock shall have no other preferences, rights, restrictions, or qualifications, except as otherwise provided by law or the Articles of Incorporation of the Corporation.

7.0 No Impairment.

The Corporation will not, by amendment of its Articles of Incorporation or by amendment to the Certificate of Designation of the Rights, Privileges, Preferences and Restrictions of SERIES A Preferred Stock establishing SERIES A Stock, which shall be prepared as a separate document and filed with the requisite regulatory agencies and state registry, or by resolutions adopted subsequent to the date hereof, or through any reorganization, transfer of assets, 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 Paragraph 7, and in the taking of all such actions as may be necessary or appropriate in order to protect against the impairment of the rights of holders of the SERIES A Stock.

8.0 Notices.

Unless otherwise specified in the Corporation's Articles of Incorporation or Bylaws, all notices or communications given hereunder shall be in writing and, if to the Corporation, shall be delivered to its principal executive offices, and if to the holder of any shares of SERIES A Stock, shall be delivered to it at its address as it appears on the stock records of the Corporation.

**IN WITNESS WHEREOF**, the Corporation has caused this Certificate of Designation of Rights, Privileges, Preferences and Restrictions of SERIES A Preferred Stock of Rejuvel Bio-Sciences, Inc., to be signed by the Corporation's President and Secretary effective this 19th day of October, 2015.

Rejuvel Bio-Sciences, Inc.

By: /s/ Charles J. Scimeca

Charles J. Scimeca,  
President, Secretary & Director

By: /s/ John Stickler

John Stickler  
Vice President & Director

CERTIFICATE OF DESIGNATION OF RIGHTS,  
PRIVILEGES, PREFERENCES AND RESTRICTIONS  
OF SERIES B PREFERRED STOCK OF REJUVEL BIO-SCIENCES, INC.  
PURSUANT TO SECTION 607.0602 OF THE  
FLORIDA BUSINESS CORPORATION ACT

On behalf of Rejuvel Bio-Sciences, Inc., a Florida corporation (the “Corporation”), the undersigned hereby certifies that the following resolution has been duly adopted by the board of directors of the Corporation (the “Board”):

The Amended and Restated Articles of Incorporation of the Company authorize Three Hundred Fifty Million (350,000,000) shares of \$.001 par value capital stock, of which are designated Fifty Million (50,000,000) shares are designated \$.001 par value preferred stock (the "Preferred Stock") with Forty Thousand (40,000) of such shares being designated as Series A Preferred Stock, Ten Thousand (10,000) of such shares being designated as Series B Preferred stock, and Three Hundred Million (300,000,000) shares are designated \$.001 common stock (the "Common Stock").

There are presently approximately Fifty Million Eight Hundred Thirteen Thousand Ninety Eight (50,813,098) shares of the Corporation's Common Stock, presently issued and outstanding.

The Corporation is organized and existing under the laws of the State of Florida and, that pursuant to the authority conferred upon the Board of Directors of the Corporation by the Articles of Incorporation of the Corporation, as amended, and pursuant to Florida Business Corporations Act, the shares of Preferred Stock of the Corporation must be created and issued from time to time in one or more series, each of such series to have such voting powers, designation, preferences, and other special rights, qualifications, limitations or restrictions, as expressed in resolutions providing for the creation and issuance of such series, as adopted by the Board of Directors of the Corporation.

Pursuant to the resolutions adopted by the Unanimous Written Consent of the Board of Directors Without a Meeting effective October 19, 2015 (the "October 19, 2015 Consent") the Board of Directors adopted resolutions establishing a series of Preferred Stock from its authorized shares of Preferred Stock, designated SERIES B Preferred Stock, consisting of Ten Thousand (10,000) shares (the "SERIES B Stock"), with certain rights, privileges, preferences and restrictions as set forth in this Certificate of Designation of Rights, Privileges, Preferences and Restrictions of SERIES B Preferred Stock of Rejuvel Bio-Sciences, Inc. as follows:

1.0 Designation and Rank.

A new series of Preferred Stock from the Corporation's authorized shares of Preferred Stock is hereby created, designated SERIES B Preferred Stock, consisting of Ten Thousand (10,000) shares (the "SERIES B Stock"), with certain rights, privileges, preferences and restrictions as set forth in the October 19, 2015 Consent. No other shares of Preferred Stock shall be designated SERIES B Preferred Stock.

---

## 2.0 Dividend Rate and Rights.

The holders of the shares of the SERIES B Stock shall not be entitled to receive dividends.

## 3.0 Conversion into Common Stock.

Optional Conversion of Series B Convertible Preferred Stock. The Holders of Series B Convertible Preferred Stock shall have conversion rights as follows:

(a) Conversion Right. Each share of Series B Convertible Preferred Stock shall be convertible at the option of the Holder thereof and without the payment of additional consideration by the Holder thereof, at any time, into shares of Common Stock on the Optional Conversion Date (as hereinafter defined) at a conversion rate of One Thousand (1,000) shares of Common Stock (the “Conversion Rate”) for every one (1) share of Series B Convertible Preferred Stock; provided, however that, in no event, shall Holder be entitled to convert any portion of its Series B Convertible Preferred Stock that would result in the beneficial ownership by Holder and its affiliates of more than 9.99% of the outstanding shares of common stock of the Corporation. The number of shares of Common Stock to be issued upon each conversion of the Series B Convertible Preferred Stock shall be determined by multiplying the Conversion Rate by the amount to be converted.

(b) Mechanics of Optional Conversion. To effect the optional conversion of shares of Series B Convertible Preferred Stock in accordance with Section 3(a) of this Designation, any Holder of record shall make a written demand for such conversion (for purposes of this Designation, a “Conversion Demand”) upon the Corporation at its principal executive offices setting forth therein (i) the certificate or certificates representing such shares, and (ii) the proposed date of such conversion, which shall be a business day not less than fifteen (15) nor more than thirty (30) days after the date of such Conversion Demand (for purposes of this Designation, the “Optional Conversion Date”). Within five days of receipt of the Conversion Demand, the Corporation shall give written notice (for purposes of this Designation, a “Conversion Notice”) to the Holder setting forth therein (i) the address of the place or places at which the certificate or certificates representing any shares not yet tendered are to be converted are to be surrendered; and (ii) whether the certificate or certificates to be surrendered are required to be endorsed for transfer or accompanied by a duly executed stock power or other appropriate instrument of assignment and, if so, the form of such endorsement or power or other instrument of assignment. The Conversion Notice shall be sent by first class mail, postage prepaid, to such Holder at such Holder’s address as may be set forth in the Conversion Demand or, if not set forth therein, as it appears on the records of the stock transfer agent for the Series B Convertible Preferred Stock, if any, or, if none, of the Corporation. On or before the Optional Conversion Date, each Holder of the Series B Convertible Preferred Stock so to be converted shall surrender the certificate or certificates representing such shares, duly endorsed for transfer or accompanied by a duly executed stock power or other instrument of assignment, if the Conversion Notice so provides, to the Corporation at any place set forth in such notice or, if no such place is so set forth, at the principal executive offices of the Corporation. As soon as practicable after the Optional Conversion Date and the surrender of the certificate or certificates representing such shares, the Corporation shall issue and deliver to such Holder, or its nominee, at such Holder’s address as it appears on the records of the stock transfer agent for the Series B Convertible Preferred Stock, if any, or, if none, of the Corporation, a certificate or certificates for the number of whole shares of Common Stock issuable upon such conversion in accordance with the provisions hereof.

## 4.0 Liquidation Preference.

The holders of SERIES B Preferred Stock shall not be entitled to receive any distributions in the event of any liquidation, dissolution or winding up of the Corporation, either voluntary or involuntary.

## 5.0 Voting Rights.

---

Except as otherwise provided herein or by law and in addition to any right to vote as a separate SERIES B as provided by law, the holder of the SERIES B Preferred Stock shall have full voting rights and powers equal to the voting rights and powers of holders of Common Stock and shall be entitled to notice of any Shareholders meeting in accordance with the Bylaws of the Corporation, and shall be entitled to vote, with respect to any question upon which holders of Common Stock have the right to vote, including, without limitation, the right to vote for the election of directors, voting together with the holders of Common Stock as one class. For so long as SERIES B Preferred Stock is issued and outstanding, the holders of SERIES B Preferred Stock shall vote together as a single class with the holders of the Corporation's Common Stock and the holders of any other class or series of shares entitled to vote with the Common Stock, with the holders of SERIES B Preferred Stock being entitled to One Thousand (1,000) votes per share of Common Stock for every one (1) share of Series B Preferred Stock held by them on all such matters.

6.0 Other Preferences.

The shares of the SERIES B Preferred Stock shall have no other preferences, rights, restrictions, or qualifications, except as otherwise provided by law or the Articles of Incorporation of the Corporation.

7.0 No Impairment.

The Corporation will not, by amendment of its Articles of Incorporation or by amendment to the Certificate of Designation of the Rights, Privileges, Preferences and Restrictions of SERIES B Preferred Stock establishing SERIES B Stock, which shall be prepared as a separate document and filed with the requisite regulatory agencies and state registry, or by resolutions adopted subsequent to the date hereof, or through any reorganization, transfer of assets, 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 Paragraph 7, and in the taking of all such actions as may be necessary or appropriate in order to protect against the impairment of the rights of holders of the SERIES B Stock.

8.0 Notices.

Unless otherwise specified in the Corporation's Articles of Incorporation or Bylaws, all notices or communications given hereunder shall be in writing and, if to the Corporation, shall be delivered to its principal executive offices, and if to the holder of any shares of SERIES B Stock, shall be delivered to it at its address as it appears on the stock records of the Corporation.

**IN WITNESS WHEREOF**, the Corporation has caused this Certificate of Designation of Rights, Privileges, Preferences and Restrictions of SERIES B Preferred Stock of Rejuvel Bio-Sciences, Inc., to be signed by the Corporation's President and Secretary effective this 19th day of October, 2015.

Rejuvel Bio-Sciences, Inc.

By: /s/ Charles J. Scimeca

Charles J. Scimeca,

President, Secretary & Director

By: /s/ John Stickler

John Stickler

Vice President & Director

## INTERNATIONAL PRODUCT DISTRIBUTION AGREEMENT

This Agreement made by and between the Parties:

Parties:

Supplier: Rejuvel Int'l, Inc.  
150 SE 2<sup>nd</sup> Avenue  
Suite 403,  
Miami, FL 33131

Distributor:

1. Product:

For the purpose of Distribution \_\_\_\_\_ for the product known as **REJUVEL 3D**.

2. Territory:

\_\_\_\_\_ (territory)

3. Purpose:

Distributor desires to market the Product in the Territory.

4. Grant:

Supplier grants the Distributor exclusive distribution rights to advertise, promote, market and otherwise sell the Product in the Territory. Distributor may use the full range of Rejuvel marketing materials from Supplier. To do this, Distributor can modify and translate the marketing materials from the \_\_\_\_\_ (territory language) language to the related territory. All content is to be approved by Supplier. (See Exhibit B) Additionally, Distributor may introduce the product to other distributors and retailers in the Territory. The distributor must inform in writing for the cream outlets in \_\_\_\_\_ (territory) each month.

Supplier will turn over any and all leads generated to Distributor. All Companies seeking Rejuvel products to sell in \_\_\_\_\_ (territory) after the signing of this agreement will be referred to Distributor. Further, the Rejuvel product will be sold at the same retail price that has been determined by Rejuvel with the input of Distributor for the \_\_\_\_\_ (territory) market. Distributor understands certain distributors and/or retailers will run various promotional programs during the year that might affect the retail price.

5. Term:

The Term of this Agreement shall be for a period of \_\_\_\_\_ years. Exclusivity is contingent upon minimum orders. A 50% deposit is required on all orders as of the first day of each month, shipped within 21 days or sooner. If these quotas and time tables are not met by Distributor, Supplier has the option to cancel exclusivity in the Territory. All payments shall be in the form of a wire transfer in USD Funds.

First Year : First two months after signing, total 1500 pcs, every month after 1000 minimum

Second Year : every month 1750 pieces minimum per month



EXHIBIT 10.19

Third Year : every month 2500 pieces minimum per month

Fourth Year : every month 2750 pieces minimum per month

Fifth Year : every month 3000 pieces minimum per month

Unless earlier terminated pursuant to section 14. At any time prior to the expiration, Distributor shall notify Supplier in writing of its intention as to whether it will continue to market the Product in the "Territory". In the event, that Distributor decides to release the Territory, it will revert back to the Supplier.

6. Product Provision :

Supplier agrees to provide the Product to Distributor at the price and configuration as defined in Exhibit A. The Product will be sufficiently packaged as to make a quality representation. Supplier will deliver the packaged product boxed, palletized or packed in containers suitable for shipment.

7. Exclusive Ownership :

Supplier warrants that they retain exclusive ownership and rights to Product and singularly and solely grant the rights to distribution of the "Product" in the "Territory".

8. Warranties/Quality :

Supplier represents and warrants that the Product supplied shall be free from defects in material and workmanship up to a 6 month period and expiration date will be for more than one year from shipping date. Supplier has no reason to believe that the Product is unsafe or not fit for the Product's intended purpose and will promptly make goods to reverse losses incurred due to supplying defective products.

In the event that defective product provided is of a substantial quantity in nature (substantial meaning above 2% of any given shipment), additional costs outside product purchase price may be incurred such as but not limited to: freight, duties and taxes.

Supplier will comply with all verified defective product claims within the accepted time period of 60 days from receipt of all claims.

9. Order Fulfillment and Lead Times:

Supplier agrees to fulfill all orders according to the terms in Section 5. Purchaser orders above minimums Supplier will have 30 days to fulfill from submission date. Failure by Supplier to fulfill orders within this lead time will be considered a breach of contract and Distributor shall retain the right to terminate this Agreement immediately and shall be entitled to a full refund of such orders from Supplier.

10. Marketing Materials:

Supplier shall provide Distributor with certain approved advertising materials as outlined in Exhibit B (collectively the "Marketing Materials"), to assist Distributor with the Product's marketing in the Territory. Distributor has the right to alter, translate, dub, edit, modify or change the "Marketing Materials" provided (the "Altered Material") and use such "Altered Material" in connection with the Product distribution. Distributor is responsible for all costs of dubbing the "Supplier Materials", any alterations made with need written approval of Supplier. Distributor shall not use in any manner Supplier Materials or Advertising Materials outside the Territory.

11. Insurance:

EXHIBIT 10.19

During this Agreement's term and any option periods, Supplier shall maintain product liability insurance. This insurance shall not be in an amount less than \$1,000,000 per occurrence.

12. Indemnity:

Supplier hereby agrees to indemnify, defend and hold Distributor and its affiliates, directors, partners, shareholders, officers, customers and employees harmless against, from and for any and all claims that may arise out of Supplier's performance of the Agreement, the Product, the representation and warranties herein contained or any breach of the Agreement by Supplier. Distributor hereby agrees to indemnify, defend and hold Supplier and its affiliates, directors, partners, shareholders, officer's employees and customers harmless against, from and for any and all claims that may arise out of Distributor's performance of this Agreement or any breach of this Agreement by Distributor.

Should any claim be brought against a party, that party shall give the other notice of claim. Upon receipt of such notice, the indemnifying party must immediately defend such claim with counsel approved by the indemnified party. Further, the indemnified party has the right to control the defense to ensure that its interests are fully protected.

13. Payment of Taxes:

Distributor warrants and agrees to pay all taxes imposed by territory law for Rejuvel products to be sold in \_\_\_\_\_ (territory) and to adhere to all other \_\_\_\_\_ (territory) laws and regulations, to included payment of custom/duty/VAT taxes.

14. Termination:

This Agreement may be terminated upon notice by either party to the other party in the event that either party (i) materially breaches any term of this Agreement, or (ii) becomes insolvent, or becomes subject of any bankruptcy, composition of creditors or similar proceeding. All notification of termination must be submitted by either party in writing.

Supplier agrees to fulfill any outstanding orders that were submitted prior to termination date. Distributor will be allowed to sell out of any existing product in its possession.

Both Supplier and Distributor hereby acknowledge that they will have proprietary information about the other and they agree to maintain confidentiality of any and all information, particularly in relation to pricing.

15. Sell-Off Period:

Subsequent to termination of this agreement Distributor shall have a period of sixty (60) days to sell any existing inventory in stock or Supplier has the option to purchase at an agreed upon price.

16. Law:

This Agreement shall be interpreted in accordance with the laws of the State of Florida. Any legal action taken by the parties shall be in the courts of Miami, Dade County Florida. Legal fees awarded to prevailing party.

17. Miscellaneous:

This Agreement may only be modified in writing signed by the party to be bound. Time is of the essence with respect to each Agreement's provision. This writing represents the entire agreement of the parties replacing and excluding any and all other discussions, agreements, understandings and the like.

18. Counterparts:

This Agreement may be executed in counterparts, each of which shall be deemed to be an original. Such counterparts, when taken together, shall constitute but one agreement. Telecopies and facsimile copies of original signature pages shall be deemed to be originally-signed signature pages for all purposes of this Agreement.

**The above is agreed to and accepted by:**

\_\_\_\_\_  
Company: **Rejuvel Bio-Sciences, Inc.**

By:

And

\_\_\_\_\_  
(Distributor)

By:



## CONVERTIBLE PROMISSORY NOTE

NUUU

**San Diego, CA**

**Miami, FL**

FOR VALUE RECEIVED, **Rejuvel Bio-Sciences, Inc.**, a Florida corporation (the “Issuer” of this Security) with at least 50,000,000 common shares issued and outstanding, issues this Security and promises to pay to JM Financial, a Nevada sole proprietorship, or its Assignees (the “Investor”) the Principal Sum along with the Interest Rate and any other fees according to the terms herein. This Note will become effective only upon execution by both parties and delivery of the first payment of Consideration by the Investor (the “Effective Date”).

The Principal Sum is up to \$500,000 (five hundred thousand) plus accrued and unpaid interest and any other fees. The Consideration is \$450,000 (four hundred fifty thousand) payable by wire (there exists a \$50,000 original issue discount (the “OID”)). The Investor shall pay \$25,000 of Consideration upon closing of this Note. The Investor may pay additional Consideration to the Issuer in such amounts and at such dates as the Investor may choose, however, the Issuer has the right to reject any of those payments within 5 business days of receipt of rejected payments. **THE PRINCIPAL SUM DUE TO THE INVESTOR SHALL BE BASED ON THE CONSIDERATION ACTUALLY PAID BY INVESTOR (PLUS AN APPROXIMATE 10% ORIGINAL ISSUE DISCOUNT THAT IS BASED ON THE CONSIDERATION ACTUALLY PAID BY THE INVESTOR AS WELL AS ANY OTHER INTEREST OR FEES) SUCH THAT THE ISSUER IS ONLY REQUIRED TO REPAY THE AMOUNT FUNDED AND THE ISSUER IS NOT REQUIRED TO REPAY ANY UNFUNDED PORTION OF THIS NOTE.** The Maturity Date is two years from the Effective Date of each payment (the “Maturity Date”) and is the date upon which the Principal Sum of this Note, as well as any unpaid interest and other fees, shall be due and payable. The Conversion Price is 62% of the lowest trade price in the 25 trading days previous to the conversion (In the case that conversion shares are not deliverable by DWAC an additional 10% discount will apply; and if the shares are ineligible for deposit into the DTC system and only eligible for Xclearing deposit an additional 5% discount shall apply; in the case of both an additional cumulative 15% discount shall apply). Unless otherwise agreed in writing by both parties, at no time will the Investor convert any amount of the Note into common stock that would result in the Investor owning more than 4.99% of the common stock outstanding.

1. Interest and Repayment. A one-time Interest charge of 12% shall be applied to the Principal Sum. The Interest is in addition to the OID, and that OID remains payable regardless of time and manner of payment by the Issuer. The Issuer may repay a payment of Consideration under this Note (i) at any time on or before 90 days from its Effective Date in an amount equal to 110% of the Principal Sum being repaid plus all accrued and unpaid interest, OID, liquidated damages, fees and other amounts due on such Principal Sum, or (ii) at any time after 90 days after its Effective Date and on or before 179 days after its Effective Date in an amount equal to 140% of the sum of the Principal Sum being repaid plus all accrued and unpaid interest, OID, liquidated damages, fees and other amounts due on such Principal Sum. The Issuer may not repay any payment of Consideration after 179 days after its Effective Date prior to its Maturity Date without written approval from the Investor.

2. Conversion. The Investor has the right, at any time after the Effective Date, at its election, to convert all or part of the outstanding and unpaid Principal Sum and accrued interest (and any other fees) into shares of fully paid and non-assessable shares of common stock of the Issuer as per this conversion formula: Number of shares receivable upon conversion equals the dollar conversion amount divided by the Conversion Price. Conversions may be delivered to the Issuer by method of the Investor’s choice (including but not limited to email, facsimile, mail, overnight courier, or personal delivery), and all conversions shall be cashless and not require further payment from the Investor. If no objection is delivered from the Issuer to the Investor regarding any variable or calculation of the conversion notice within 24 hours of delivery of the conversion notice, the Issuer shall have been thereafter deemed to have irrevocably confirmed and irrevocably ratified such notice of conversion and waived any objection thereto. The Issuer shall deliver the shares from any conversion to the Investor (in any name directed by the Investor) within 3 (three) business days of conversion notice delivery.

3. Conversion Delays. If the Issuer fails to deliver shares in accordance with the timeframe stated in Section 2, the Investor, at any time prior to selling all of those shares, may rescind any portion, in whole or in part, of that particular conversion attributable to the unsold shares and have the rescinded conversion amount returned to the Principal Sum with the rescinded conversion shares returned to the Issuer (under the Investor’s and the Issuer’s expectations that any returned conversion amounts will tack back to the original date of the Note). In addition, for each conversion, in the event that shares are not delivered by the fourth business day (inclusive of the day of conversion), a penalty of \$2,000 per day will be assessed for each day after the third business day (inclusive of the day of the conversion) until share delivery is made; and such penalty will be added to the Principal Sum of the Note (under the Investor’s and the Issuer’s expectations that any penalty amounts will tack back to the original date of the Note).

4. Reservation of Shares. At all times during which this Note is convertible, the Issuer will reserve from its authorized and unissued Common Stock to provide for the issuance of Common Stock upon the full conversion of this Note. The Issuer will at all times reserve at least 10,000,000 shares of Common Stock for conversion.

5. Piggyback Registration Rights. The Issuer shall include on the next registration statement the Issuer files with SEC (or on the subsequent registration statement if such registration statement is withdrawn) all shares issuable upon conversion of this Note. Failure

---

to do so will result in liquidated damages of 25% of the outstanding principal balance of this Note, but not less than \$25,000, being immediately due and payable to the Investor at its election in the form of cash payment or addition to the balance of this Note.

6. Terms of Future Financings. So long as this Note is outstanding, upon any issuance by the Issuer or any of its subsidiaries of any security with any term more favorable to the holder of such security or with a term in favor of the holder of such security that was not similarly provided to the Investor in this Note, then the Issuer shall notify the Investor of such additional or more favorable term and such term, at the Investor's option, shall become a part of the transaction documents with the Investor. The types of terms contained in another security that may be more favorable to the holder of such security include, but are not limited to, terms addressing conversion discounts, conversion lookback periods, interest rates, original issue discounts, stock sale price, private placement price per share, and warrant coverage.

7. Default. The following are events of default under this Note: (i) the Issuer shall fail to pay any principal under the Note when due and payable (or payable by conversion) thereunder; or (ii) the Issuer shall fail to pay any interest or any other amount under the Note when due and payable (or payable by conversion) thereunder; or (iii) a receiver, trustee or other similar official shall be appointed over the Issuer or a material part of its assets and such appointment shall remain uncontested for twenty (20) days or shall not be dismissed or discharged within sixty (60) days; or (iv) the Issuer shall become insolvent or generally fails to pay, or admits in writing its inability to pay, its debts as they become due, subject to applicable grace periods, if any; or (v) the Issuer shall make a general assignment for the benefit of creditors; or (vi) the Issuer shall file a petition for relief under any bankruptcy, insolvency or similar law (domestic or foreign); or (vii) an involuntary proceeding shall be commenced or filed against the Issuer; or (viii) the Issuer shall lose its status as "DTC Eligible" or the Issuer's shareholders shall lose the ability to deposit (either electronically or by physical certificates, or otherwise) shares into the DTC System; or (ix) the Issuer shall become delinquent in its filing requirements as a fully-reporting issuer registered with the SEC; or (x) the Issuer shall fail to meet all requirements to satisfy the availability of Rule 144 to the Investor or its assigns including but not limited to timely fulfillment of its filing requirements as a fully-reporting issuer registered with the SEC, requirements for XBRL filings, and requirements for disclosure of financial statements on its website.

8. Remedies. In the event of any default, the outstanding principal amount of this Note, plus accrued but unpaid interest, liquidated damages, fees and other amounts owing in respect thereof through the date of acceleration, shall become, at the Investor's election, immediately due and payable in cash at the Mandatory Default Amount. The Mandatory Default Amount means the greater of (i) the outstanding principal amount of this Note, plus all accrued and unpaid interest, liquidated damages, fees and other amounts hereon, divided by the Conversion Price on the date the Mandatory Default Amount is either demanded or paid in full, whichever has a lower Conversion Price, multiplied by the VWAP on the date the Mandatory Default Amount is either demanded or paid in full, whichever has a higher VWAP, or (ii) 150% of the outstanding principal amount of this Note, plus 100% of accrued and unpaid interest, liquidated damages, fees and other amounts hereon. Commencing five (5) days after the occurrence of any event of default that results in the eventual acceleration of this Note, the interest rate on this Note shall accrue at an interest rate equal to the lesser of 18% per annum or the maximum rate permitted under applicable law. In connection with such acceleration described herein, the Investor need not provide, and the Issuer hereby waives, any presentment, demand, protest or other notice of any kind, and the Investor may immediately and without expiration of any grace period enforce any and all of its rights and remedies hereunder and all other remedies available to it under applicable law. Such acceleration may be rescinded and annulled by the Investor at any time prior to payment hereunder and the Investor shall have all rights as a holder of the note until such time, if any, as the Investor receives full payment pursuant to this Section 8. No such rescission or annulment shall affect any subsequent event of default or impair any right consequent thereon. Nothing herein shall limit the Investor's right to pursue any other remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Issuer's failure to timely deliver certificates representing shares of Common Stock upon conversion of the Note as required pursuant to the terms hereof.

9. No Shorting. The Investor agrees that so long as this Note from the Issuer to the Investor remains outstanding, the Investor will not enter into or effect "short sales" of the Common Stock or hedging transaction which establishes a net short position with respect to the Common Stock of the Issuer. The Issuer acknowledges and agrees that upon delivery of a conversion notice by the Investor, the Investor immediately owns the shares of Common Stock described in the conversion notice and any sale of those shares issuable under such conversion notice would not be considered short sales.

10. Assignability. The Issuer may not assign this Note. This Note will be binding upon the Issuer and its successors and will inure to the benefit of the Investor and its successors and assigns and may be assigned by the Investor to anyone without the Issuer's approval.

11. Governing Law. This Note will be governed by, and construed and enforced in accordance with, the laws of the State of Nevada, without regard to the conflict of laws principles thereof. Any action brought by either party against the other concerning the transactions contemplated by this Agreement shall be brought only in the state courts of Florida or in the federal courts located in Miami-Dade County, in the State of Florida. Both parties and the individuals signing this Agreement agree to submit to the jurisdiction of such courts.

12. Delivery of Process by the Investor to the Issuer. In the event of any action or proceeding by the Investor against the Issuer, and only by the Investor against the Issuer, service of copies of summons and/or complaint and/or any other process which may be served in any such action or proceeding may be made by the Investor via U.S. Mail, overnight delivery service such as FedEx or UPS, email, fax, or process server, or by mailing or otherwise delivering a copy of such process to the Issuer at its last known attorney as set forth in its most recent SEC filing.

13. Attorney Fees. If any attorney is employed by either party with regard to any legal or equitable action, arbitration or other proceeding brought by such party for enforcement of this Note or because of an alleged dispute, breach, default or misrepresentation

in connection with any of the provisions of this Note, the prevailing party will be entitled to recover from the other party reasonable attorneys' fees and other costs and expenses incurred, in addition to any other relief to which the prevailing party may be entitled.

14. Opinion of Counsel. In the event that an opinion of counsel is needed for any matter related to this Note, the Investor has the right to have any such opinion provided by its counsel. Investor also has the right to have any such opinion provided by Issuer's counsel.

15. Notices. Any notice required or permitted hereunder (including Conversion Notices) must be in writing and either personally served, sent by facsimile or email transmission, or sent by overnight courier. Notices will be deemed effectively delivered at the time of transmission if by facsimile or email, and if by overnight courier the business day after such notice is deposited with the courier service for delivery.

Issuer:

Investor:

\_\_\_\_\_  
Charles J. Scimeca  
Rejuvel Bio-Sciences, Inc.  
Chief Executive Officer

\_\_\_\_\_  
JMJ Financial  
Its Principal

Date: \_\_\_\_\_

Date: \_\_\_\_\_

*[Signature Page to Convertible Promissory Note]*

**CERTIFICATION OF THE PRINCIPAL EXECUTIVE OFFICER PURSUANT TO RULE 13a-14**

I, Charles J. Scimeca, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Rejuvel Bio-Sciences, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under my supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 16, 2015

/s/ Charles J. Scimeca

By: Charles J. Scimeca

Its: President, Principal Executive Officer &  
Principal Financial Officer (Principal  
Accounting Officer)



**CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER PURSUANT TO RULE 13a-14**

I, Charles J. Scimeca, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Rejuvel Bio-Sciences, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under my supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 16, 2015

/s/ Charles J. Scimeca

By: Charles J. Scimeca

Its: President, Principal Executive  
Officer & Principal Financial  
Officer (Principal Accounting  
Officer)

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Rejuvel Bio-Sciences, Inc. (the "Company") on Form 10-Q for the quarter ending September 30, 2015, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Charles J. Scimeca, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that, to the best of my knowledge and belief:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and result of operations of the Company.

/s/ Charles J. Scimeca

By: Charles J. Scimeca  
President, Principal Executive Officer  
& Principal Financial Officer  
(Principal Accounting Officer)  
Dated: November 16, 2015

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request.