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AMENDMENT AND RESTATEMENT OF ARTICLES OF INCORPORATION

OF

KIND INTELLIGENCE, INC.

The undersigned certifies that:

1. He is the duly elected President of Kind Intelligence, Inc., a Florida corporation (the "Corporation"), designated by the Board of Directors to execute this Amendment.

2. The Articles of Incorporation of this Corporation are amended and restated to read as follows:

First: The name of this Corporation is Kind Intelligence, Inc.

Second: The purpose of this Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of Florida.

Third: For purposes of this Amendment the following definitions shall apply:

(a) "Board of Directors" shall mean the Board of Directors of this Corporation.

(b) "Parity Stock" shall mean any series of Preferred Stock which the Board of Directors may designate in the future, as authorized by this Amendment, having rights, preferences, privileges and restrictions on a parity with the Series A Convertible Preferred Stock as to dividends, redemption rights, conversion rights, liquidation preference and voting rights.

Fourth: (a) This Corporation is authorized to issue two classes of stock, designated respectively "Common Stock" and "Preferred Stock." The total number of shares of Common Stock which this Corporation is authorized to issue is One Million Two Hundred Fifty Thousand (1,250,000) shares, and the total number of shares of Preferred Stock which this Corporation is authorized to issue is One Hundred Fifty Thousand (150,000) shares. Common Stock shall have a par value of One Cent (\$.01) and Preferred Stock shall have a par value of Four Dollars (\$4.00).

(b) Each share of the Common Stock may be issued from time to time as "Voting Common Stock" or "Non-Voting Common Stock". The Board of Directors is authorized to fix the designation of each such share as Voting Common Stock or Non-Voting Common Stock on or before any such issuance; provided that, once issued, such share shall retain the designation of such share at issuance. All shares of Common Stock, whether Voting Common Stock or Non-Voting Common Stock, shall rank *pari passu* with respect to dividend rights, rights to payment upon liquidation, and all other rights and privileges incident thereto, except voting rights. Non-Voting Common Stock shall have no voting rights with respect to any corporate matter.

(c) The Preferred Stock may be issued from time to time in one or more series. The Board of Directors is authorized to fix the number of shares of any series of Preferred Stock and to determine the designation of any such series. The Board of Directors is also authorized to determine or alter the rights, preferences, privileges and restrictions granted to or imposed upon any wholly unissued series of Preferred Stock and, within the limits and restrictions states in any resolution or resolutions of the Board of Directors originally fixing the number of shares constituting any series, to increase or decrease (but not below the number of shares of such series then outstanding), the number of shares of any such series subsequent to the issue of shares of that series.

Fifth: The rights, preferences, privileges, restrictions and other matters relating to the Preferred Stock are as follows:

Section 1. Designation.

The Preferred Stock shall be designated and known as the "Series A Convertible Preferred Stock."

Section 2. Dividends.

(a) The holders of the Series A Convertible Preferred Stock shall be entitled to receive, when, as and if declared by the Board of Directors, out of the assets of the Corporation which are legally available therefore, and prior and in preference to any declaration or payment of any dividend on any share of Common Stock, cash dividends in an amount per share of Thirty-Two Cents (\$.32) annually, payable at the end of each fiscal year in which dividends are declared.

(b) Dividends shall accrue and accumulate on any share of Preferred Stock which are unpaid. Accumulation of declared but unpaid dividends shall bear no interest.

Section 3. Redemption.

On or after June 1, 2016, the Corporation shall have the right, at its option and by resolution of its Board of Directors; at any time it may lawfully do so, to redeem all or any portion of the outstanding shares of the Series A Convertible Preferred Stock. Each share of Series A Convertible Preferred Stock to be so redeemed shall be redeemed against payment of an amount in cash equal to Four Dollars (\$4.00) per share, plus, in each case, all declared and unpaid dividends thereon to the date fixed for redemption.

In the event the Corporation elects to redeem less than all of the outstanding shares of the Series A Convertible Preferred Stock, it shall effect such redemption ratably according to the number of shares of Series A Convertible Preferred Stock held by each holder of the then outstanding Series A Convertible Preferred Stock.

Notice of such redemption (the "Redemption Notice") specifying the date fixed for said redemption (the "Redemption Date"), the redemption price, the place where the amount to be

paid upon redemption is payable and the date on which such holder's Conversion Rights (as hereinafter defined) as to such shares terminate and calling upon such holder to surrender his certificate or certificates representing the shares to be redeemed to the Corporation in the manner and at the place to be designated in such Redemption Notice, shall be mailed, postage prepaid, at least forty-five (45) days but not more than ninety (90) days prior to said Redemption Date to the holders of record of the Series A Convertible Preferred Stock at their respective addresses as the same shall appear on the books of the Corporation. On or after the Redemption Date, each holder of shares of the Series A Convertible Preferred Stock to be redeemed shall surrender his certificate or certificates representing such shares to the Corporation in the manner and at the place designated in the Redemption Notice, and thereupon the amount payable upon redemption shall be paid to the order of the person whose name appears on such certificate or certificates as the owner thereof. In the event that less than all of the shares represented by such certificate are redeemed, a new certificate shall be issued representing the unredeemed shares. All shares of redeemed stock shall be cancelled and retired and not reissued.

If the Redemption Notice shall have been so mailed, and if, on or before the Redemption Date specified in such notice, all funds necessary for such redemption shall have been set aside by the Corporation, separate and apart from its other funds, in trust for the account of the holders of the shares to be redeemed, so as to be and continue to be available therefore, then, on and after said Redemption Date, notwithstanding that any certificate for shares so called for redemption shall not have been surrendered for cancellation, the shares represented thereby so called for redemption shall be deemed to be no longer outstanding, the right to receive dividends thereon shall cease, and all rights with respect to such shares of Series A Convertible Preferred Stock so called for redemption shall forthwith cease and terminate, except the right of the holders thereof to receive out of the funds so set aside in trust the amount payable on redemption thereof but without any interest.

If the funds of the Corporation legally available for redemption on any Redemption Date are insufficient to redeem the total number of shares of Series A Convertible Preferred Stock to be redeemed on such date, those funds which are legally available will be used to redeem the maximum possible number of shares of Series A Convertible Preferred Stock ratably among the holders of such shares to be redeemed. The shares of stock not redeemed shall remain outstanding and entitled to all the rights and preferences provided herein.

Section 4. Preference on Liquidation.

(a) **Series A Preference.** In the event of any liquidation, dissolution, involuntary or voluntary corporate reorganization under the federal bankruptcy laws or similar state laws, or winding up of the Corporation, the holders of shares of the Series A Convertible Preferred Stock then outstanding shall be entitled to be paid out of the assets and surplus funds of the Corporation available for distribution to its shareholders, and before any payment shall be made to the holders of any shares of Common Stock, an amount equal to Four Dollars (\$4.00) per share plus declared and unpaid dividends thereon to the date fixed for distribution. If upon any such liquidation, dissolution, bankruptcy or winding up of the Corporation the assets and surplus

funds of the Corporation available for distribution to its shareholders shall be insufficient to pay the holders of the Series A Convertible Preferred Stock the full amounts to which they are entitled, the holders of the Series A Convertible Preferred Stock shall share ratably in the distribution of such assets and surplus funds in proportion to the full preferential amounts to which each such holder is otherwise entitled.

(b) In the event payments provided for in subparagraph (a) above shall have been made, the holders of Common Stock shall be entitled to be paid the remaining funds out of the assets and surplus funds of the Corporation available for distribution. If, after payment shall have been made pursuant to subparagraph (a) above, the assets and surplus funds of the Corporation available for distribution to its shareholders shall be insufficient to pay the holders of Common Stock the full amounts to which they are each entitled, the holders of the Common Stock shall share ratably in the distribution of such assets and surplus funds in proportion to the full preferential amounts to which each such holder is otherwise entitled to receive.

(c) The merger or consolidation of the Corporation into or with another corporation or other entity or any other corporate reorganization in which the Corporation shall not be the continuing or surviving entity of such consolidation, merger or reorganization, the sale of all or substantially all the assets of the Corporation, or a transaction or series of related transactions by the Corporation in which in excess of fifty percent (50%) of the Corporation's voting power is transferred, shall not be deemed to be a liquidation, dissolution or winding up of the Corporation.

Section 5. Conversion.

The holders of the Series A Convertible Preferred Stock shall have conversion rights as follows (the "Conversion Rights"):

(a) **Right to Convert.** Each share of Series A Convertible Preferred Stock shall be convertible, at the option of the holder thereof, without payment of additional consideration, at any time after the expiration of two (2) years from the date of issuance of such share(s), at the office of the Corporation or any transfer agent for such stock, into fully-paid and nonassessable shares of Voting Common Stock. Notwithstanding the foregoing, in the event of the mailing of a notice of redemption of any shares of the Series A Convertible Preferred Stock pursuant to Section 3 hereof, the Conversion Rights shall terminate as to the number of shares designated for redemption at the close of business on the tenth (10th) day prior to the Redemption Date, unless default is made in payment of the redemption price, in which case the Conversion Rights for such shares shall continue until such default is remedied.

(b) **Conversion Ratios:** Each share of the Series A Convertible Preferred Stock may be converted into two (2) shares of Voting Common Stock of the Corporation in the manner specified herein. No fractional shares of Voting Common Stock or scrip shall be issued upon conversion of shares of Series A Convertible Preferred Stock. If more than one share of Series A Convertible Preferred Stock shall be surrendered for conversion at any one time by the same holder, the number of full shares of Voting Common Stock issuable upon conversion thereof

shall be computed on the basis of the aggregate number of shares of Series A Convertible Preferred Stock so surrendered. Instead of any fractional shares of Voting Common Stock which would otherwise be issuable upon conversion of any shares of Series A Convertible Preferred Stock, the Corporation shall pay a cash adjustment in respect of such fractional interest in an amount equal to that fractional interest of the then Current Market Price.

(c) **Mechanics of Conversion.** Before any holder of the Series A Convertible Preferred Stock shall be entitled to convert the same into full shares of Voting Common Stock, he shall surrender the certificate or certificates therefore, duly endorsed, at the office of the Corporation or of any transfer agent for such stock, and shall give written notice to the Corporation at such office that he elects to convert the same. The Corporation shall, as soon as practicable thereafter, issue and deliver to such holder, at such office and in his name as shown on such surrendered certificate or certificates, a certificate or certificates for the number of shares of Voting Common Stock into which such converted shares of stock were convertible on the Conversion Date, as hereinafter defined. Such conversion shall be deemed to have been made immediately prior to the close of business on the date of such surrender of the shares of the Series A Convertible Preferred Stock (the "Conversion Date"). The person or persons entitled to receive the shares of Voting Common Stock issuable upon such conversion shall be treated for all purposes as the record holder or holders of such shares of Voting Common Stock as of the Conversion Date.

(d) **Costs.** The Shareholder shall pay all documentary, stamp, transfer or other transactional taxes attributable to the issuance or delivery of shares of Voting Common Stock upon conversion of any shares of Series A Convertible Preferred Stock. The Corporation shall not be required to pay any taxes which may be payable in respect of any transfer involved in the issuance or delivery of any certificate for such shares in a name other than that of the holder of the shares of Series A Convertible Preferred Stock in respect of which such shares are being issued.

(e) **Reservation of Shares.** The Corporation shall reserve at all times so long as any shares of Series A Convertible Preferred Stock remain outstanding, free from preemptive rights, out of its treasury stock (if applicable) or its authorized but unissued shares of Common Stock, or both, solely for the purpose of effecting the conversion of the shares of Series A Convertible Preferred Stock, sufficient shares of Common Stock to provide for the conversion of all outstanding shares of Series A Convertible Preferred Stock.

Section 6. Merger, Consolidation.

(a) At any time, in the event of any consolidation or merger of the Corporation with or into any other corporation or other entity or person, or any other corporate reorganization in which the Corporation shall not be the continuing or surviving entity of such consolidation, merger or reorganization or any transaction or series of related transactions by the Corporation in which in excess of fifty percent (50%) of the Corporation's voting power is transferred, or a sale of all or substantially all of the assets of the Corporation (a "Sale Event"), the consideration to be transferred by the acquiring

corporation or other entity or person in such transaction shall be distributed among the then holders of the Series A Convertible Preferred Stock, the Common Stock and any other outstanding securities, at the closing of any such transaction, in the same manner and proportion as such consideration would be distributed if the Sale Event were treated as a liquidation event pursuant to Section 4 hereof.

(b) The Corporation shall give each holder of record of Series A Convertible Preferred Stock written notice of such impending Sale Event not later than twenty (20) days prior to the shareholders' meeting called to approve such transaction or twenty (20) days prior to the closing of such transaction, whichever is earlier, and shall also notify such holders in writing of the final approval of such transaction. The first of such notices shall describe the material terms and conditions of the contemplated transaction as well as the terms and conditions of this Section 6, and the Corporation shall thereafter give such holders prompt notice of any material changes. The transaction shall in no event take place sooner than twenty (20) days after the mailing by the Corporation of the first notice provided for herein, or sooner than ten (10) days after the mailing by the Corporation of any notice of material changes provided for herein; provided, however, that such periods may be shortened or waived by the written consent of the holders of majority of the then outstanding shares of Series A Convertible Preferred Stock.

(c) If, subsequent to the giving of notice pursuant to Subparagraph (b) of this Section 6 but not later than five (5) days prior to the closing of such transaction, any holder of Series A Convertible Preferred Stock elects to exercise its Conversion Rights, the conversion may, at the option of the holder tendering Series A Convertible Preferred Stock for conversion, be conditioned upon the closing of such transaction, in which event the person(s) entitled to receive the Voting Common Stock upon the conversion of the Series A Convertible Preferred Stock shall not be deemed to have converted such Series A Convertible Preferred Stock until immediately prior to the closing of such transactions.

Section 7. No Voting Rights. The holders of Series A Convertible Preferred Stock shall have no voting rights.

Section 8. Miscellaneous Protective Provisions.

(a) So long as shares of Series A Convertible Preferred Stock are outstanding, the Corporation shall not, without first obtaining the approval (by vote or written consent, as provided by law) of the holders of at least a majority of the then outstanding shares of the Series A Convertible Preferred Stock alter or change the rights, preferences or privileges of the Series A Convertible Preferred Stock as to adversely affect such series; provided, however, that the designation and creation, by the Board of Directors, of any Parity Stock shall not constitute an adverse change in the rights, preferences or privileges of the Series A Convertible Preferred Stock.

(b) The holders of Series A Convertible Preferred Stock will not hold preemptive rights or other similar rights to purchase shares of capital stock of the Corporation.

The foregoing Amendment of the Articles of Incorporation has been duly approved by the Board of Directors.

The foregoing Amendment of the Articles of Incorporation was approved and ratified by shareholders holding a majority of outstanding shares of each class of stock of the Corporation. The number of votes cast for the Amendment was sufficient for approval.

IN WITNESS WHEREOF, the undersigned has executed this certificate on the 8th day of November, 2012.

Kind Intelligence, Inc., a Florida corporation

By: 

Drew D. McLeod

As: President