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December 13, 2012

FLORIDA DEPARTMENT OF STATE
Division of Corporations

EMERGE MONITORING, INC.
11101 ROOSEVELT BLVD N
ST PETERSBURG, FL 33716US

SUBJECT: EMERGE MONITORING, INC.
REF: P08000107906

We received your electronically transmitted document. However, the document has not been filed. Please make the following corrections and refile the complete document, including the electronic filing cover sheet.

The amendment must be adopted in one of the following manners:

- (1) If an amendment was approved by the shareholders, one of the following statements must be contained in the document.
 - (a) A statement that the number of votes cast for the amendment by the shareholders was sufficient for approval, -or-
 - (b) If more than one voting group was entitled to vote on the amendment, a statement designating each voting group entitled to vote separately on the amendment and a statement that the number of votes cast for the amendment by the shareholders in each voting group was sufficient for approval by that voting group.
- (2) If an amendment was adopted by the incorporators or board of directors without shareholder action.
 - (a) A statement that the amendment was adopted by either the incorporators or board of directors and that shareholder action was not required.

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Cheryl M. ...
Regulatory Specialist II

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DEPARTMENT OF STATE
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

Cheryl M. ...

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ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
EMERGE MONITORING, INC.
P08000107906

FILED
12 DEC 13 AM 9:12
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COURT
JANUARY 19 2013

Pursuant to the provisions of section 607.1006, Florida Statutes, this Florida Profit Corporation adopts the following amendments(s) to its Articles of Incorporation:

Article IV of the Articles of Incorporation is hereby deleted in its entirety and the following is substituted in lieu thereof:

ARTICLE IV
Capital Stock

The total number of shares of all classes of capital stock that this corporation (the "Corporation") shall have the authority to issue is One Thousand One Hundred Twenty Five shares, consisting of: (i) Five Hundred (500) Class A common shares, par value \$1.00 per share ("Class A Common Stock"), (ii) One Hundred Twenty-Five (125) Class B common shares, par value \$1.00 per share ("Class B Common Shares"), and (iii) Five Hundred (500) preferred shares, par value \$1.00 per share ("Preferred Shares").

The following is a description of the designations, powers, preferences, and voting and other rights, qualifications, limitations, and restrictions thereof in respect of each class of capital stock of this Corporation.

4.1. Common Stock

4.1.1 General. The voting, dividend, and liquidation right of the holders of the Class A Common Shares and the Class B Common Shares (collectively, "Common Shares") are subject to, and qualified by, the rights of any series or class of Preferred Shares.

4.1.2 Voting Rights.

(a) Class A Common Shares. The holders of Class A Common Shares shall be entitled to one vote for each Class A Common Share owned by them on all matters submitted to a vote of this Corporation's shareholders, whether such vote is taken at a meeting of this Corporation's shareholders, or by written consent in lieu of a meeting.

(b) Class B Common Shares. The holders of Class B Common Shares shall not be entitled to vote on any matters to be voted on by this Corporation's shareholders, except to the extent otherwise required by the Florida Business Corporation Act ("FBCA").

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(c) No Cumulative Voting. There shall be no cumulative voting for directors of this Corporation or otherwise by holders of the Common Shares.

4.1.3 Dividends and Other Distributions. Subject to any rights or preferences of the Preferred Shares, holders of the Common Shares, as a single class, shall have equal ratable rights to receive dividends when, as and if declared by the board of directors of this Corporation ("Board of Directors"), out of funds legally available therefor. In the event of a dissolution, liquidation, or winding-up of the affairs of this Corporation, whether voluntary or involuntary, holders of Common Shares, as a single class, will be entitled to share ratably in all net assets or funds that are available for distribution to shareholders of this Corporation after satisfaction of this Corporation's liabilities or after adequate provision has been made therefor, subject in all cases to the rights of holders of Preferred Shares.

4.1.4 No Pre-Emptive Rights. No holder of Common Shares shall have any pre-emptive or similar rights by virtue of such holder's ownership of Common Shares.

4.2. Preferred Shares.

4.2.1 Designation, Amount, and Rank.

(a) Designation and Amount. All of the Preferred Shares authorized hereunder shall be of the same class and series, and shall be designated as the "Convertible Preferred Shares" ("Convertible Preferred Shares").

(b) Ranking. The Convertible Preferred Shares shall rank senior to all classes of Common Shares with respect to the payment of dividends and other distributions on the capital stock of this Corporation, including a distribution of net assets or funds upon the dissolution, liquidation, or winding-up of the affairs of this Corporation, whether voluntary or involuntary.

4.2.2 Dividend Rights.

(a) Right to Receive Dividends. The holders of Convertible Preferred Shares shall be entitled to receive, when, as, and if declared by the Board of Directors, out of funds legally available therefor, preferential cash dividends on terms and conditions set forth in this Section 4.2.2. Dividends declared and paid on the Convertible Preferred Shares shall be distributed ratably among the then-outstanding Convertible Preferred Shares.

(b) Preferences on Dividend Payments; Restrictions on Distributions. Until the Convertible Preferred Shares are converted into Class A Common Shares pursuant to an Automatic Conversion (as defined in Section 4.5.1 of this Article III): (i) no dividends shall be declared, paid, or monies set aside for payment of any dividends (other than a dividend paid in Common Shares) on the Common Shares, (ii) no distribution shall be made on any Common Shares, and (iii) no Common

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Shares may be redeemed, purchased, retired, or otherwise acquired by this Corporation for any consideration (or monies paid for the account of, or set aside payment for, a sinking or similar fund for such purposes); except for acquisitions of Common Shares by this Corporation pursuant to agreements which permit the Corporation to repurchase such shares upon the termination of employment by the Corporation or in the exercise of the Corporation's right of first refusal in connection with any proposed transfer of any Common Shares.

4.3. Liquidation Events.

4.3.1 Payment Upon Liquidation. In the event of any: (a) liquidation, dissolution, or winding up of the affairs of this Corporation, whether voluntary or involuntary (a "Liquidation"), (b) a consolidation, merger, or other business combination or refinancing of the Corporation which results in the holders of the issued and outstanding capital stock of the Corporation immediately prior to any such transaction owning or controlling less than fifty percent (50%) of the combined voting power generally entitled to vote in the election of directors of the continuing or surviving entity immediately following such transaction (after giving effect to the exercise or conversion of any derivative or convertible securities issued, directly or indirectly, in connection with such transaction) or, (c) the sale, lease, exchange, transfer, exclusive license, or other disposition (including, without limitation, by merger, consolidation, or otherwise) of all or substantially all of the assets or intellectual property of the Corporation to a "person" or "group" (within the meaning of Sections 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934) (each such occurrence described in Section 4.3.1(a), (b), or (c) referred to herein as a "Liquidation Event"); the holders of the Convertible Preferred Shares then outstanding shall be entitled to receive out of the assets of this Corporation, or the proceeds thereof, legally available for distribution to its shareholders (whether representing capital or surplus), a liquidation distribution in an amount equal to (i) the Minimum Preferential Distribution (as defined in Section 4.5.1 of this Article III) less any dividends paid to the holders of the Convertible Preferred Shares prior to the Liquidation Event, plus (ii) an amount equal to all declared but unpaid dividends thereon prior to such Liquidation Event (the "Liquidation Preference"). The amount of the Liquidation Preference shall be distributed ratably among all then-outstanding Convertible Preferred Shares

4.3.2 Insufficient Assets. If, upon any Liquidation Event, the assets of the Corporation, or the proceeds thereof, available for distribution among the holders of Convertible Preferred Shares shall be insufficient to permit payment in full of the Liquidation Preference, then all of the assets available, or the proceeds thereof, shall be distributed among the holders of the Convertible Preferred Shares ratably in accordance with the respective amounts which would be payable on such Convertible Preferred Shares if all amounts thereon were paid in full.

4.3.3 Payments on Other Shares of Capital Stock. In the case of a Liquidation Event, unless and until payment in full of the Liquidation Preference is made to the holder of the Convertible Preferred Shares then-outstanding, no dividend or other distribution shall be made to the holders of the Common Shares or any other shares of

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capital stock of the Corporation ranking junior to the Convertible Preferred Shares (the "Junior Securities"), and no payment or distribution shall be made on the account of any redemption, purchase, retirement, or other acquisition, directly or indirectly, by the Corporation for any consideration, of any Common Shares or any Junior Securities. In the event of a Liquidation Event, after payment of the full amount of the Liquidation Preference has been made to the holders of the Convertible Preferred Shares, the remaining net assets of the Corporation available for distribution to its shareholders shall be distributed among the holders of the Convertible Preferred Shares and holders of the Common Shares pro rata based on the number of Common Shares held by each (on an "as converted" basis, assuming conversion of all such Convertible Preferred Shares).

4.4. Voting Rights.

4.4.1 General. Except as otherwise expressly provided herein or required by law, the Convertible Preferred Shares shall vote together with the Class A Common Shares as a single class on all actions to be taken by the shareholders of the Corporation. Each Convertible Preferred Share shall entitle the holder thereof to such number of votes per share on each such action as shall be equal to the number of Class A Common Shares into which each Convertible Preferred Share is then convertible hereunder immediately after the close of business on the record date fixed for taking such action (or the effective date of any action by written consent) and, with respect to such vote, such holder shall be entitled to notice of any shareholder's meeting in accordance with the bylaws of the Corporation.

4.4.2 Special Voting Rights. Notwithstanding any other provision hereof, for so long as Convertible Preferred Shares 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 Convertible Preferred Shares:

(a) alter or change the rights, preferences, or privileges of the Convertible Preferred Shares;

(b) increase or decrease the number of Convertible Preferred Shares;

(c) create by reclassification or otherwise any new class or series of shares or other securities having right, preferences, or privileges senior to or on a parity with the Convertible Preferred Shares;

(d) take any action which results in a redemption or purchase of any Common Shares (other than pursuant to agreements approved by the Board of Directors which permit the Corporation to repurchase such shares upon termination of employment by the Corporation or in the exercise of the Corporation right of first refusal in connection with any proposal transfer of any Common Shares);

(e) take any actions or series of action that may result in a Liquidation Event;

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(f) adversely affect the rights, preferences, or privileges of the Convertible Preferred Shares by amending or waiving provisions of the Articles of Incorporation, the Corporation's bylaws, or by any other method;

(g) grant any warrants or other rights to subscribe for or to purchase, or any options for the purchase of, Common Shares or Preferred Shares or, any stock or securities convertible into or exchangeable for Common Shares or Preferred Shares, or any other agreements providing for the issuance of Common Shares or Preferred Shares; or

(h) take any action or series of actions that may result in any reorganization, reclassification, merger, consolidation, sale, or other disposition described in Section 4.5.3(b) hereof.

4.5. Automatic Conversion.

4.5.1 Automatic Conversion of Convertible Preferred Shares.

(a) **Automatic Conversion.** Each outstanding Convertible Preferred Share shall be automatically converted ("Automatic Conversion"), without further action by the Corporation or its shareholders, into one (1) fully paid and nonassessable Class A Common Share, subject to adjustment as provided on Section 4.5.3 hereof, upon the declaration of, and payment in full of, the Minimum Preferential Distribution to holders of the Convertible Preferred Shares (an "Automatic Conversion Event").

(b) **Certain Definitions.** For purposes of these Articles of Incorporation, the following capitalized terms shall have the meanings set forth below

(i) "Affiliate" shall mean, as to any individual or Entity, any other Individual or Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such individual or Entity. For purposes of this definition, the term "control" (including the term "controlling," "controlled by" and "under common control," or correlative terms) means the possession, direct or indirect, of the power to direct the management and policies of an individual or Entity, whether as an officer or director, through the ownership of voting securities, by contract or otherwise.

(ii) "Entity" shall mean any general partnership, limited partnership, corporation, joint venture, trust, limited liability company, limited liability partnership, business trust, cooperative or association.

(iii) "Founding Shareholder" shall mean Bankers Business Group, Inc., a Florida corporation.

(iv) "Investment Capital" shall mean (a) the paid-in capital and additional paid-in capital of the Company and each of its Subsidiaries as determined from the most recently prepared balance sheet of the Company and of each of its Subsidiaries (whether or not on a consolidated basis), plus (b) any capital contributions

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and advances made to, or receivable by, the Company or the Company's Subsidiaries by the Founding Shareholder or Affiliates of the Founding Shareholder or Affiliates of the Company (other than the Company's Subsidiaries) subsequent to the date of such balance sheet or otherwise not reflected thereon, less (c) any advances paid or payable from the Company or any of its Subsidiaries to the Founding Shareholder or any Affiliate of the Company or the Company (other than the Company's Subsidiaries) from the paid-in capital or additional paid-in capital of the Company and each of its Subsidiaries subsequent to the date of such balance sheet or otherwise not reflected thereon, plus (d) the excess, if any, of \$5,725,000 over the sum of (a), (b), and (c) above as of October 1, 2012.

(v) "Minimum Preferred Distribution" shall mean an amount equal to the sum of (a) the Investment Capital determined in accordance with the Shareholders Agreement, plus (b) an amount equal to 15% Priority Return.

(vi) "Priority Return" shall mean the sum of (a) \$687,000, plus (b) a 15% internal rate of return on to the Investment Capital commencing as of October 1, 2012.

(vii) "Subsidiary" shall mean with respect to an Entity, each corporation or other Entity of which a majority of the voting power of the voting equity securities or equity interest is owned, directly or indirectly, by such Entity.

4.5.2 Mechanics of Conversion.

(a) **Effective Time of Conversion.** To the extent permitted by law, the conversion of the Convertible Preferred Shares pursuant to Section 4.5 of this Articles III into Class A Common Shares shall be deemed to have been effected on the date of the occurrence of the Automatic Conversion Event (the "Conversion Date"). As of the time of conversion on the Conversion Date, the rights of the holder of such shares of Convertible Preferred Shares so converted shall cease, and the person or persons in whose name any certificate or certificates for Class A Common Shares shall be issuable upon such conversion shall be deemed to have become the holder or holders of record of the shares of Class A Common Shares represented thereby.

(b) **Delivery of Class A Common Share Certificates.** As shall as soon as practicable after the Conversion Date, the Corporation shall issue and deliver, or cause to be issued and delivered, to the converting holder a certificate or certificates representing the number of Class A Common Shares issuable by reason of such conversion, registered in such name or names and such denominations as the converting holder has specified, subject to compliance with applicable laws to the extent such designation shall involve a transfer.

4.5.3 **Adjustments to Conversion Rate.** The number of Class A Common Shares into which each Convertible Preferred Share is convertible (the "Conversion

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Rate") shall be subject to adjustment, from time to time upon the happening of any of the following events:

(a) Dividends, Subdivisions or Combination of Common Shares. In the event that the Corporation shall at any time pay a dividend or make a distribution on its Common Shares payable in Common Shares or effects a subdivision of its outstanding Common Shares (by stock split, recapitalization, or otherwise) into a greater number of shares, then the number of Class A Common Shares into which the Convertible Preferred Shares may be thereafter converted upon conversion of the Convertible Preferred Shares shall be increased in proportion to the increase in the number of Common Shares through such dividend or subdivision. In the event that the Company shall at any time combine the outstanding Common Shares (by reverse stock split, reclassification, or otherwise), then the number of Class A Common Shares into which the Convertible Preferred Shares may therefor be converted upon conversion of the Convertible Preferred Shares shall be decreased in proportion to the decrease in the number of Common Shares through such combination. Any such adjustments shall be made successively whenever any of the events referred in Section 4.5.3(a) of this Articles III occur.

(b) Merger or Consolidation. If there is a reorganization or reclassification of the capital stock of the Corporation (other than as described in Section 4.5.3(a) of this Articles III), or a merger or consolidation of the Corporation with or into any other entity which results in a conversion, exchange, or cancellation of the Common Shares, or a sale, transfer, or other disposition of all or substantially all of the assets of the Corporation, on a consolidated basis (except for sales or dispositions to a parent, or a wholly-owned subsidiary of the Corporation), that is not treated as a Liquidation Event under Section 4.3.1 hereof; then as a condition of such reorganization, reclassification, merger, consolidation, sale, transfer, or other disposition, lawful and adequate provision shall be made whereby each holder of the Convertible Preferred Shares then-outstanding shall have the right thereafter to convert the Convertible Preferred Shares held by the holder into the kind and amount of securities, cash, and other property or assets which the holder would have received if the Convertible Preferred Shares had been converted into Class A Common Shares in accordance with Section 4.5 hereof immediately prior to the first of these events and had retained all the securities, cash, and other property or assets received as a result of those events. Further, in any such case appropriate provisions shall be made with respect to the rights and interests of each holder of the Convertible Preferred Shares to the end that the provision hereof shall thereafter be applicable, as nearly equivalent as may be practicable in relation to any shares of stock, securities, or properties thereafter deliverable upon the conversion thereof. The Corporation shall not effect any such reorganization, reclassification, merger, consolidation, sale, transfer or other disposition, unless prior to or simultaneously with the consummation thereof, the successor corporation, entity, or person (if other than the Corporation) resulting therefrom or the corporation, entity, or person otherwise acquiring such properties shall assume, by written instrument executed and mailed or delivered to the holders of the Convertible Preferred Shares at the last address appearing on the books of the Corporation, the obligation to deliver to such holder of the Convertible Preferred Shares

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such shares of stock, securities, or properties as, in accordance with the foregoing provisions, such holder may be entitled to acquire.

4.5.4 Notices.

(a) **Notice of Conversion Rate Adjustments.** Whenever the Conversion Rate shall be adjusted pursuant to the provisions of Section 4.5.3 of this Articles III, the Corporation shall file at the principal office of the Corporation a statement showing in detail (i) adjusted Conversion Rate, (ii) a description of the events which caused the adjustment, (iii) a description of the method of calculation of the adjustment, and (iv) the date on which the adjustments become effective, and the Corporation also shall cause a copy of such statement to be delivered to each holder of the then-outstanding Convertible Preferred Shares.

(b) **Other Notices.** If any of the following shall occur:

(i) the Corporation shall authorize the granting to all holders of its Common Shares of rights, warrants, or options to subscribe for or purchase any securities or any other similar rights;

(ii) any reorganization, reclassification, or similar change of the Common Shares, (other than a subdivision or combination of its Common Shares);

(iii) the voluntary or involuntary dissolution, liquidation, or winding-up by the Corporation, or any dividend or distribution to holders of the Common Shares; or

then, and in any such case, the Corporation shall cause to be delivered to each holder of record of the Convertible Preferred Shares and the Common Shares at the address of such holder as shown on the stock ledger or transfer books of the Corporation, at least twenty (20) days prior to any record date or the date set for definitive action, a notice of the date on which the books of the Corporation will close or a record shall be taken for such dividend, distribution, or subscription rights, or such reorganization, dissolution, liquidation or winding-up, or other transaction shall take place, as the case may be.

4.5.5 **Reservation of Class A Common Shares.** At all times so long as any Convertible Preferred Shares remaining outstanding, the Corporation shall reserve and keep available out of its treasury stock or its authorized but unissued Class A Common Shares, or both, solely for the purpose of effecting the conversion of the Convertible Preferred Shares, sufficient Class A Common Shares to provide for a conversion of all outstanding Convertible Preferred Shares not theretofore converted. For purposes of Section 4.5.5 of this Articles III, the number of Class A Common Shares which shall be deliverable upon conversion of all of the outstanding Convertible Preferred Shares shall be computed as if, at the time of such computation, all of the outstanding shares were held by a single holder. The Corporation shall from time to time, in accordance with the laws of the State of Florida, increase the authorized amount of Class A Common Shares if at any time the number of Class A Common Shares remaining unissued shall not be

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sufficient to permit the conversion of the then-outstanding Convertible Preferred Shares.

4.5.6 Issue and Other Taxes. The issuance of certificates for Class A Common Shares upon conversion of the Convertible Preferred Shares shall be made without charge to the holders of the Convertible Preferred Shares for any documentary stamp or similar issue or other taxes that may be payable in respect thereof or other cost incurred by any party in connection with such conversion and the related issuance of Class A Common Shares. The Corporation, however, shall not be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of any Class A Common Shares in a name other than that in which the Convertible Preferred Shares so converted were registered and no such issue or delivery shall be made unless and until the person requesting such issue or delivery has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

4.5.7 Closing of Corporate Books. The Corporation shall not close its books against the transfer of the Convertible Preferred Shares or of any Class A Common Shares issued or issuable upon conversion of Convertible Preferred Shares in any manner which interferes with the timely conversion of the Convertible Preferred Shares.

4.6. Status on Conversion or Redemption. Upon acquisition of Convertible Preferred Shares by reason of redemption, conversion, purchase, exchange, or otherwise, such shares shall have the status of authorized and unissued Preferred Shares, without designation as to series or class, and the number of Preferred Shares which the Corporation has the authority to issue shall not be decreased by such redemption, conversion, purchase, exchange, or other acquisition of the Convertible Preferred Shares.

4.7. Miscellaneous.

4.7.1 Observance of Terms. The Corporation, whether by amendment of its Articles of Incorporation, or through any reorganization, transfer of assets, merger, Liquidation Event, issue or sale of securities or any other voluntary action, will not avoid or seek to avoid the observance or performance of any of the terms to be observed hereunder by the Corporation, but at all times in good faith will assist in the carrying out of all such action as may be necessary or appropriate in order to protect the conversion rights of the holders of the Convertible Preferred Shares against impairment.

4.7.2 No Preemptive Rights. The holders of the Convertible Preferred Shares will not have any preemptive right, in their capacity as such, to subscribe for or to purchase any shares or any other securities which may be issued by the Corporation.

4.7.3 Limited Rights. Except as may be otherwise required by applicable law, the Convertible Preferred Shares shall not have any designations, preferences, limitations, or relative rights, other than those specifically set forth in this Articles of Amendment.

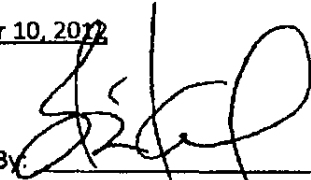
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The date of each amendment adoption: December 10, 2012

Adoption of Amendment

The amendment was adopted by the shareholders and the Board of Directors. The number of votes cast for the amendment by the shareholders and directors was sufficient for approval.

Dated December 10, 2012
Signature By: 
Brian J. Kesneck, President and CEO

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