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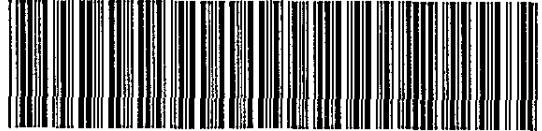
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TALLAHASSEE, FLORIDA

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OF COUNSEL
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April 24, 2003

*ALSO ADMITTED IN ILLINOIS

VIA CERTIFIED MAIL

Department of State
Division of Corporations
Corporate Filings
P.O. Box 6327
Tallahassee, FL 32314

Re: Speedster Motorcars of Central Florida, Inc.
Document Number of Corporation: P01000035184

Dear Sir or Madam:

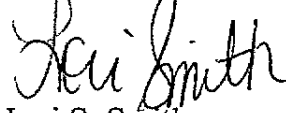
Enclosed for filing is an original and two copies of *Articles of Amendment to the Articles of Incorporation of Speedster Motorcars of Central Florida, Inc.* along with a check in the amount of \$35.00 payable to the Department of State for the filing fee. Please return a file-stamped copy to our offices in the enclosed envelope.

Please call me at (317) 636-8000 if you have any questions.

Thank you for your attention to this matter.

Sincerely,

RILEY BENNETT & EGLOFF, LLP



Lori S. Smith
Paralegal

Iss/9277-21/JLECL/7321.240
Enclosure

**ARTICLES OF AMENDMENT TO
ARTICLES OF INCORPORATION OF
SPEEDSTER MOTORCARS OF CENTRAL FLORIDA, INC.**
Document Number of Corporation: P01000035184

FILED
03 APR 29 PM 3:50
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 607.1006, Florida Statutes, this Florida profit corporation adopts the following articles of amendment to its articles of incorporation:

FIRST: Amendment(s) adopted: *(indicate article number(s) being amended, added or deleted)*

Articles I, VI, VII, VIII and XI are added, the text of which is set forth in the attached Exhibit A.

SECOND: If an amendment provides for an exchange, reclassification or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself, are as follows: **NOT APPLICABLE**

THIRD: The date of each amendment's adoption: April 23, 2003.

FOURTH: Adoption of Amendment(s) **(CHECK ONE)**

☒ The amendment(s) was/were approved by the shareholders. The number of votes cast for the amendment(s) was/were sufficient for approval.

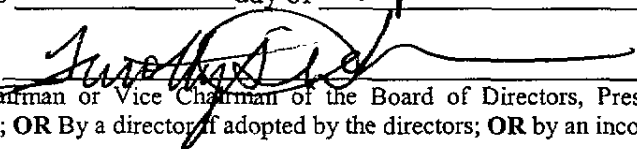
☐ The amendment(s) was/were approved by the shareholders through voting groups.
The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):

"The number of votes cast for the amendment(s) was/were sufficient
for approval by _____."
(voting group)

☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.

☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Signed this 23 day of April, 2003.

Signature: 
(By the Chairman or Vice Chairman of the Board of Directors, President or other officer if adopted by the shareholders; **OR** By a director if adopted by the directors; **OR** by an incorporator if adopted by the incorporators)

Typed or printed name: Timothy S. DURHAM

Title: Chairman

Exhibit A
**AMENDMENTS TO THE ARTICLES OF INCORPORATION OF
SPEEDSTER MOTORCARS OF CENTRAL FLORIDA, INC.**
(Adopted April 23, 2003)

The Articles of Incorporation are amending by adding the following additional Articles, which read as follows:

ARTICLE I – NAME

The name of the Corporation shall be Speedster Motorcars, Inc.

ARTICLE VI – RIGHTS AND PREFERENCES OF SHARES

Section 1. Issuance and Consideration. Stock of the Corporation may be issued to such persons, in such amounts and for such consideration as may be determined from time to time by majority vote of the Board of Directors of the Corporation.

Section 2. Voting Rights. Unless the Board of Directors of the Corporation creates more than one class or series of shares, and one of those classes or series of shares are not accorded voting rights, each holder of a share of stock shall be entitled to cast one (1) vote for each share of such stock standing in the shareholder's name on the Corporation's books, on matters of the Corporation upon which the shareholder is entitled to vote.

Section 3. Dissolution. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation's affairs, the holders of the shares of stock shall be entitled, after due payment or provision for payment of the debts and other liabilities of the Corporation, to share ratably in the remaining net assets of the Corporation.

ARTICLE VII – RESTRICTIONS ON TRANSFER OF SHARES; PUSH-PULL.

Section 1. Restrictions on Transfer of Shareholder's Shares. A shareholder shall be bound by the restrictions and limitations specified in this Article in connection with the transfer or encumbrance of such shareholder's shares, and by any other restrictions imposed upon the transfer or encumbrance of shares under the Articles, the Code of By-Laws or any other agreement entered into by and between such shareholder and the Corporation that is not otherwise in conflict with these Articles.

Section 2. Disposition of Shareholder's Shares. In the event that any shareholder: (a) desires to dispose of all or part of such shareholder's shares to any transferee; (b) is required by law or any lawful process or proceeding (including, but not limited to, any bankruptcy or other insolvency proceeding) to transfer all or part of such shareholder's shares; or (c) desires to encumber all or part of such shareholder's shares, or such shareholder's shares become subject to any lien or encumbrance; the shareholder shall offer the portion the shareholder desires or is required to transfer or encumber by written Offer Notice (as defined in Section 4) to the other shareholders and the Corporation at the price and on the terms specified in this Article.

Section 3. Termination or Death or Insolvency. In the event that: (a) the employment of any individual shareholder who is an employee of the Corporation terminates for any reason, or (b) any individual who is a shareholder dies, such shareholder or his estate shall immediately offer all of such shareholder's shares by written Offer Notice (as defined in Section 4) to the other shareholders and the Corporation, at the price and on the terms specified in this Article.

Section 4. Definitions. For purposes of this Article, the following terms shall have the following meanings, unless the context clearly requires otherwise:

(a) "Offered Shares" means any shares of the capital stock of the Corporation required to be offered pursuant to Section 2 or Section 3 of this Article.

(b) "Offer Notice" means a written notice, signed by the Offering Shareholder: (i) describing in reasonable detail the circumstances that have necessitated the giving of notice under Section 2 or Section 3 of this Article, (ii) summarizing the terms of and parties to any proposed transfer or encumbrance, (iii) enclosing a copy of any written offer or other relating to any proposed transfer or encumbrance, and (iv) containing the election regarding the purchase price described in Section 5 of this Article,

(c) "Offering Shareholder" means any party required to give an Offer Notice under this Article.

Section 5. Purchase Price. The Offering Shareholder shall include in any Offer Notice a binding election as to whether the per share purchase price for the Offered Shares shall be the "Adjusted EBITDA Value" or the "Appraised Value" (both as hereinafter defined), and the value so elected shall be deemed the "Purchase Price" for purposes of this Article, subject to the provisions of subsection (c) of this Section.

(a) For purposes of this Section, the "Adjusted EBITDA Value" shall mean the dollar amount (as determined in writing by the Corporation's independent certified public accountant) derived by dividing the total number of issued and outstanding shares of capital stock of the Corporation into the amount derived from the following formula:

- (i) the total of five (5) times Adjusted EBITDA, as hereinafter defined;
- (ii) subtract from the result in "(i)," above, the Normalized Capital Expenditures as hereinafter defined;
- (ii) add to the result in "(ii)," above, the net cash on hand;
- (iv) subtract from the result in "(iii)," above any outstanding loans or advances to the Corporation other than trade payables and accruals.

As used in this subsection (a), the term "Adjusted EBITDA" shall mean the earnings of the Corporation before interest, taxes, depreciation and amortization for the twelve (12) month period ending as of the last day of the calendar month in with the Offer Notice is given, and the term "Normalized Capital Expenditures" shall mean the average annual capital expenditures for the three

(3) immediately preceding fiscal years (or such lesser number of years for which the Corporation has audited financial statements).

(b) For purposes of this Section, the "Appraised Value" shall mean the fair market value of each share of the capital stock of the Corporation, as determined by a competent independent appraiser selected by the Corporation's independent certified public accountant. The cost of such appraisal shall be borne equally by the Offering Shareholder and the Corporation.

(c) Any other provision of this Section 5 notwithstanding, if the Offer Notice is given pursuant to subsection (a) or (b) of Section 2 of this Article, the purchase price shall not exceed the value of the consideration to be given by the proposed transferee.

Section 6. Option to Purchase Offered Shares.

(a) For a period of thirty (30) days following the date of the determination of the purchase price under subsection (a) or (b) of Section 5, as applicable (the "Determination Date"), each non-offering shareholder shall be entitled to purchase a pro rata portion of the Offered Shares, in accordance with each such non-offering shareholder's percentage ownership of the issued and outstanding shares of the Corporation as of the Determination Date, determined without regard to any shares owned by the Offering Shareholder (the "Share Ratio"). In the event that any non-offering shareholder declines to purchase such shareholder's full Share Ratio, the remaining non-offering shareholders shall then have ten (10) additional days in which to purchase the remaining portion of the Offered Shares, in such proportions as may be agreed by them, or if no agreement is reached, then equally. The exercise of the option to purchase all or any portion of the Offered Shares shall be effected by written notice to the Offering Shareholder within the option period. If the non-offering shareholders fail or decline to purchase all of the Offered Shares, then the Corporation shall have an option to purchase the unpurchased portion of the Offered Shares for an additional period of thirty (30) days, at the price and on the terms specified in this Article. The exercise of the Corporation's option to purchase all or any portion of the Offered Shares shall be effected by written notice to the Offering Shareholder within the option period.

(b) In any case where any of the non-offering shareholders or the Corporation exercise the option granted to them under subsection (a) of this Section, the purchase price shall be paid in full to Offering Shareholder by the Corporation and/or the other shareholders, as applicable, within ninety (90) days after the date of exercise of such option; provided, however, that if any shareholder or the Corporation is required to pay a purchase price in excess of Ten Thousand Dollars (\$10,000.00), such shareholder and/or the Corporation, as applicable, may elect to pay such purchase price in sixty (60) equal monthly installments with interest at the rate of six percent (6%) per annum. Any such installment payment obligation shall be reflected in a promissory note delivered to the Offering Shareholder.

(c) In the case of an Offer Notice given pursuant to Section 2 of this Article, any Offered Shares not purchased by the Corporation or the other shareholders may be encumbered, transferred, or disposed of (as applicable) by the Offering Shareholder to the creditor or transferee identified in his Offer Notice within ninety (90) days after the expiration of the

Corporation's option period under Section 6(a), on the terms set forth in the Offer Notice. Any such creditor, purchaser or transferee of the Offered Shares shall acquire such shares subject to the provisions of this Article. The Corporation shall be entitled to such documentation as it may reasonably request, prior to transferring the Offered Shares on its books or acknowledging any encumbrance, to establish the terms on which the Offered Shares were transferred or encumbered.

(d) In the case of an Offer Notice given pursuant to Section 3 of this Article, any Offered Shares not purchased by the Corporation or the other shareholders shall continue to be held by the Offering Shareholder and may thereafter be disposed of by the Offering Shareholder only in accordance with the provisions of this Article.

(e) The determination as to whether the Corporation will exercise its option under subsection (a) of this Section shall be made by majority vote of the shareholders at a meeting called for that purpose, or by unanimous written consent of the shareholders, except that for purposes of this subsection (e) any shares owned by the Offering Shareholder shall not be entitled to vote and shall not otherwise be taken into account.

Section 7. Transfer for Less than Valuation. Nothing contained in this Article shall prevent a shareholder or his estate from offering the shareholder's shares to the Corporation and the other shareholders in accordance with Section 6 of this Article but at a price lower than the price determined under Section 5.

Section 8. Transfer Documents. The Offering Shareholder shall execute such documents as may be necessary to effectuate any transfer of the Offered Shares.

Section 9. Life Insurance. The Corporation may purchase insurance upon the life of any shareholder to fund the repurchase of the shareholder's shares, and any such policies shall at all times remain the sole and exclusive property of the Corporation.

Section 10. Single Shareholder. The provisions of this Article shall be inapplicable at any time when the Corporation has only one shareholder.

Section 11. Notice. Any notice required or permitted to be given under this Article to any shareholder shall be in writing and given to such shareholder in person or by certified mail, postage prepaid, at the address of such shareholder on record with the corporation, or such other address as any shareholder may have designated by written notice given as provided under this Section. Any notice required or permitted to be given under this Article to the Corporation shall be effected by written notice to each and all of the shareholders of the Corporation given in the manner described in the preceding sentence.

Section 12. Each certificate representing shares of the Corporation shall bear the following legend:

Any transfer of the shares represented by this certificate shall be subject to the provisions of the Articles of Incorporation and By-Laws of the

Corporation, as amended from time to time, which include certain options and rights of first refusal in certain eventualities.

The common shares represented by this certificate were acquired for investment only and not for resale. They have not been registered under the Securities Law of 1933 or any state securities law. These shares may not be sold, transferred, pledged, or hypothecated unless first registered under such laws, or unless the Corporation has received assurances satisfactory to it that registration under such laws is not required.

ARTICLE VIII – DIRECTORS

Section 1. Number. The Board of Directors shall be composed of six (6) members. The exact number of directors, at any time, may be changed by resolution of the Board of Directors.

Section 2. Qualifications of Directors. Directors shall have such qualifications as the By-Laws may prescribe.

Section 3. Directors' Exercise of Powers. The Board of Directors, subject to any specific limitations or restrictions imposed by law or these Articles of Incorporation, shall direct the carrying out of the purpose and exercise the powers of the Corporation, without previous authorization or subsequent approval by the shareholders of the Corporation.

ARTICLE IX – MISCELLANEOUS PROVISIONS

Section 1. Amendments of Articles of Incorporation. The Corporation reserves the right to amend, alter, change or repeal any provision contained in the Articles of Incorporation, or in any amendment thereto, or to add any provision to the Articles of Incorporation or to any amendment hereto, in any manner now or hereafter prescribed or permitted by law; and all rights conferred upon shareholders in the Articles of Incorporation or any amendment hereto are granted subject to this reservation. Amendments to these Articles of Incorporation, shall require the affirmative votes of a majority of those shares entitled to vote, except for a proposed amendment concerning preemptive rights which shall require the unanimous vote of all shareholders. Prior to any shareholder vote on a proposed amendment to these Articles of Incorporation, the amendment must be recommended by the Board of Directors of the Corporation and all shareholders entitled to vote on the amendment must be provided with notice of a meeting to consider the amendment, or must unanimously consent to the amendment in writing.

Section 2. Indemnification of Directors and Officers. The Corporation shall provide indemnification in accordance with, and subject to, the following:

(a) The Corporation shall indemnify any person who is or was a director or officer of the Corporation or who serves as a director or officer of a corporation, employee benefit plan or other entity at the request of the Corporation (herein collectively referred to as "Other Entity") against all liability and expenses reasonably incurred by such person, including, without limitation, attorneys' fees and disbursements, amounts paid in settlement, judgments, fines, penalties and court costs in the defense (through final disposition) of any actual or threatened claim, action, suit or proceeding of a civil, criminal or administrative nature; provided that no such person shall be so indemnified in relation to matters as to which he or she shall be adjudged in any such claim, action, suit or proceeding to be liable for reckless disregard or willful misconduct in the performance of his or her duty. The indemnification provided hereunder shall inure to the benefit of the heirs, executors, and administrators of any such person.

(b) The Corporation may advance expenses to or, where appropriate, assume the defense of any such person at the Corporation's expense upon receipt of an undertaking, in form and substance approved by the Board of Directors, by or on behalf of such person to repay such expenses if it is ultimately determined that he or she is not entitled to indemnification hereunder.

(c) If the Corporation indemnifies or advances expenses to a director or officer, the Corporation shall report the indemnification or advance, in writing, to the shareholders with or before the notice of the next shareholders' meeting.

(d) Any other provisions of these Articles or of the By-Laws of the Corporation notwithstanding, the Corporation shall not be obligated to indemnify or advance expenses to any shareholder, director, employee, or officer of the Corporation that is sued in an action brought by the Corporation on the direction of the Board of Directors of the Corporation, nor in any action brought or joined in by the holders of a majority of the Corporation's voting shares, including, but not limited to, any action brought by the Corporation as a result of the previous initiation of a wrongful, vexatious, or oppressive derivative action or other action by the shareholder, director, officer or employee against the Corporation or its Board of Directors.

(e) The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer or employee of the Corporation, or is or was serving at the request of the Corporation as a director, officer or employee of an Other Entity against any liability asserted against such person in any capacity or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of the Law, these Articles or otherwise.