

PO9000019738

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(Address)

(Address)

(City/State/Zip/Phone #)

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(Business Entity Name)

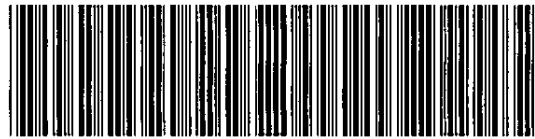
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*Amend*

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SECRETARY OF CORPORATIONS  
DIVISION OF CORPORATIONS  
09 JUL -7 AM 11:36

T Roberts JUL 13 2009

**COVER LETTER**

\*

**TO:** Amendment Section  
Division of Corporations

**NAME OF CORPORATION:** Strategic Protection Corporation

**DOCUMENT NUMBER:** P09000019738

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

Jason Myatt

Name of Contact Person

Strategic Protection Corporation

Firm/ Company

11900 Biscayne Blvd., Suite 620

Address

Miami, Florida 33181

City/ State and Zip Code

jasonmyatt999@hotmail.com

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Jason Myatt

Name of Contact Person

at ( 305 ) 503-8667

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

☐ \$35 Filing Fee

☐ \$43.75 Filing Fee &  
Certificate of Status

☐ \$43.75 Filing Fee &  
Certified Copy  
(Additional copy is enclosed)

☒ \$52.50 Filing Fee  
Certificate of Status  
Certified Copy  
(Additional Copy is enclosed)

**Mailing Address**

Amendment Section  
Division of Corporations  
P.O. Box 6327  
Tallahassee, FL 32314

**Street Address**

Amendment Section  
Division of Corporations  
Clifton Building  
2661 Executive Center Circle  
Tallahassee, FL 32301

Articles of Amendment  
to  
Articles of Incorporation  
of

FILED  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS

09 JUL -7 AM 11:38

Strategic Protection Corporation

(Name of Corporation as currently filed with the Florida Dept. of State)

P09000019738

(Document Number of Corporation (if known))

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

**A. If amending name, enter the new name of the corporation:**

*The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co.". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."*

**B. Enter new principal office address, if applicable:**

(Principal office address MUST BE A STREET ADDRESS)

**C. Enter new mailing address, if applicable:**

(Mailing address MAY BE A POST OFFICE BOX)

**D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:**

Name of New Registered Agent:

New Registered Office Address:

(Florida street address)

(City)

, Florida  
(Zip Code)

**New Registered Agent's Signature, if changing Registered Agent:**

*I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.*

\_\_\_\_\_  
*Signature of New Registered Agent, if changing*

**If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:**

*(Attach additional sheets, if necessary)*

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove
		_____	
_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove
		_____	
_____	_____	_____	<input type="checkbox"/> Add
		_____	<input type="checkbox"/> Remove
		_____	

**E. If amending or adding additional Articles, enter change(s) here:**

*(attach additional sheets, if necessary). (Be specific)*

(1) Article IV, Authorized Shares, shall, as amended, be:  
 Article IV (A), Authorized Shares

(2) See Attachment for ~~Article IV~~ additional article:  
 Article IV (B), Series A Convertible Preferred Stock

**F. 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:**

*(if not applicable, indicate N/A)*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

The date of each amendment(s) adoption: June 1, 2009  
(date of adoption is required)  
Effective date if applicable: June 1, 2009  
(no more than 90 days after amendment file date)

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

☒ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders 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):*

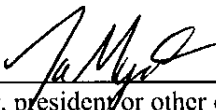
"The number of votes cast for the amendment(s) was/were sufficient for approval

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.

Dated 6/30/09

Signature   
(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Jason Myatt

(Typed or printed name of person signing)

Vice President & Director

(Title of person signing)

**ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
OF  
STRATEGIC PROTECTION CORPORATION**

**P09000019738**

(Document Number of Corporation)

*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:*

Amendment adopted: **Article IV, Authorized Shares**, has been amended by adding a new Section, **Article IV (B)**, as follows:

Article IV (B)

**Terms  
of  
SERIES A CONVERTIBLE PREFERRED STOCK  
of  
STRATEGIC PROTECTION CORPORATION**

**ARTICLE 1     DEFINITIONS**

The terms defined in this Article whenever used in this Amended and Restated TERMS have the following respective meanings:

**“Acquisition”** shall refer to the acquisition of Strategic Protection Corporation pursuant to an acquisition agreement with Micro Mammoth Solutions, Inc., a Nevada corporation (“MIMS”) a reporting publicly traded OTC Bulletin Board listed corporation as a result of which MIMS will acquire all the Common Stock of Strategic Protection Corporation and the Assumption of its obligations hereunder.

**“Business Day”** means a day other than Saturday, Sunday or any day on which banks located in the State of Florida are authorized or obligated to close.

**“BCL”** shall mean the Florida General Corporation Law or the Nevada General Corporation Law after the Acquisition and Assumption by MIMS as hereinafter defined.

**“Common Shares”** or **“Common Stock”** means shares of common stock, per share, of MIMS after the Acquisition and SPC shares of Common Stock prior thereto.

**“Common Stock Issued at Conversion,”** when used with reference to the securities issuable upon conversion of the Series A Preferred Stock, means all Common Shares now or hereafter Outstanding and securities of any other class or series into which the Series A Preferred Stock

hereafter shall have been changed or substituted, whether now or hereafter created and however designated.

**“Conversion Date”** means any day on which all or any portion of shares of the Series A Preferred Stock is converted in accordance with the provisions hereof.

**“Conversion Notice”** means a written notice of conversion substantially in the form annexed hereto as Annex I.

**“Conversion Price”** means prior to the Acquisition and Assumption the conversion price established by the board of Directors of SPC and after such Assumption the greater of 70% of market price of the MIMS Common Stock for the ten (10) trading days immediately prior to conversion, or two (\$2.00) per share (**“Minimum Conversion Price”**).

**“Corporation”** means SPC or MIMS, as the case may be, and any successor or resulting corporation by way of merger, consolidation, sale or exchange of all or substantially all of the Corporation’s assets, or otherwise.

**“Dividend Period”** means the quarterly period commencing on and including the Issue Date or, if a dividend has previously been paid, the day after the immediately preceding Dividend Payment Due Date and ending on and including the immediately subsequent Dividend Payment Due Date.

**“Dividend Payment Due Date”** means March 31, June 30, September 30 and December 31 of each year.

**“Dividend Rate”** means 10% per annum, computed on the basis of a 360-day year.

**“Holder”** means any Person or Persons who is the registered owner of the Series A Preferred Stock is subsequently transferred in accordance with the provisions hereof.

**“Issue Date”** means, as to any share of Series A Preferred Stock, the date of issuance of such share.

**“Junior Securities”** means all capital stock of the Corporation.

**“Liquidation Preference”** means, with respect to a share of the Series A Preferred Stock, an amount equal to the sum of (i) the Stated Value thereof, plus (ii) the aggregate of all accrued and unpaid dividends (whether or not earned or declared, whether or not there were funds legally available for the payment of dividends and whether or not a Dividend Payment Due Date has occurred since the last dividend payment) to the actual date of such liquidation, dissolution or winding up, rather than the Dividend Payment Due Date referred to above.

**“Market Value”** shall mean: the closing bid prices for the Common Stock on the OTC Pink Sheets, NASD OTC Bulletin Board, NASDAQ Small Cap Market, NASDAQ National Market System, American Stock Exchange, or New York Stock Exchange (whichever of the foregoing is at the time the principal trading exchange or market for the Common Stock, or if the shares are not then trading on a Principal Market, such other market or exchange where the Common Stock

is listed or traded. "Average Market Value" over any time period shall be the sum of such Closing daily bid prices divided by the number of days in such period.

**"MIMS CORPORATE ACTION"** shall mean the actions of MIMS' shareholders and/or directors subsequent to the Acquisition pursuant to which the Company is authorized to issue a Series A Convertible Preferred Stock whose substantive terms are identical to the substantive terms of Series A Convertible Preferred Stock hereof.

**"MIMS PREFERRED STOCK"** means the Series A Convertible Preferred Stock of MIMS created pursuant to the MIMS Corporate Action.

**"Outstanding,"** when used with reference to Common Shares or Capital Shares (collectively, **"Shares"**), means, on any date of determination, all issued and outstanding Shares, and includes all such Shares issuable in respect of outstanding scrip or any certificates representing fractional interests in such Shares; *provided, however,* that any such Shares directly or indirectly owned or held by or for the account of the Corporation or any Subsidiary of the Corporation shall not be deemed **"Outstanding"** for purposes hereof.

**"Person"** means an individual, a corporation, a partnership, an association, a limited liability company, an unincorporated business organization, a trust or other entity or organization, and any government or political subdivision or any agency or instrumentality thereof.

**"Securities Act"** means the Securities Act of 1933, as amended, and the rules and regulations of the SEC thereunder, all as in effect at the time.

**"Subsidiary"** means any entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are owned directly or indirectly by the Corporation.

## **ARTICLE 2      DESIGNATION AND AMOUNT**

The designation of this series, which consists of 1,650,000 shares of Preferred Stock, shall be Series A Convertible Preferred Stock (the **"Series A Preferred Stock"**) and the stated value shall be \$2.00 per share (the **"Stated Value"**).

## **ARTICLE 3      DIVIDENDS**

(a) The Holder shall be entitled to receive, when, as and if declared by the Board of Directors, out of funds legally available for the payment of dividends, dividends at the Dividend Rate on the Stated Value of each share of Series A Preferred Stock on and as of each Dividend Payment Due Date with respect to each Dividend Period; *provided, however,* that if any dividend is not paid in full on any Dividend Payment Due Date, dividends shall thereafter accrue and be payable at the Default Dividend Rate on the Stated Value of each share of Series A Preferred Stock until all accrued dividends are paid in full. Dividends on the Series A Preferred Stock shall be cumulative from the date of issue, whether or not declared for any reason, including if such declaration is prohibited under any outstanding indebtedness or borrowings of the Corporation or any of its Subsidiaries, or any other contractual provision



binding on the Corporation or any of its Subsidiaries, and whether or not there shall be funds legally available for the payment thereof.

(b) Each dividend shall be payable in equal quarterly amounts on each Dividend Payment Due Date, commencing September 30, 2009 to the Holders of record of shares of the Series A Preferred Stock, as they appear on the stock records of the Corporation at the close of business on such record date, not more than 60 days or less than 10 days preceding the payment dates thereof, as shall be fixed by the Board of Directors. Accrued and unpaid dividends for any past Dividend Period may be declared and paid at any time, without reference to any Dividend Payment Due Date, to Holders of record, not more than 15 days preceding the payment date thereof, as may be fixed by the Board of Directors.

(c) At the option of the Corporation, the dividend shall be paid either (x) in cash or (y) through the issuance of duly and validly authorized and issued, fully paid and non-assessable shares of the Common Stock valued at the Current Conversion Price.

(d) Except as provided in Section 4(d) hereof, the Holder shall not be entitled to any dividends in excess of the cumulative dividends, as herein provided, on the Series A Preferred Stock.

(e) So long as any shares of the Series A Preferred Stock are outstanding, no dividends shall be declared or paid or set apart for payment or other distribution declared or made upon any Junior Securities, nor shall any Junior Securities be redeemed, purchased or otherwise acquired (other than a redemption, purchase or other acquisition of shares of Common Stock made for purposes of an employee incentive or benefit plan (including a stock option plan) of the Corporation or any Subsidiary) for any consideration by the Corporation, directly or indirectly, nor shall any moneys be paid to or made available for a sinking fund for the redemption of any shares of any Junior Securities, unless in each case (i) the full cumulative dividends required to be paid on all outstanding shares of the Series A Preferred Stock shall have been paid or set apart for payment for all past Dividend Periods with respect to the Series A Preferred Stock and (ii) sufficient funds shall have been paid or set apart for the payment of the dividend for the current Dividend Period with respect to the Series A Preferred Stock.

#### **ARTICLE 4 LIQUIDATION PREFERENCE**

In the event of any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, no distribution shall be made to the holders of any shares of capital stock of the Corporation upon liquidation, dissolution or winding-up unless prior thereto, the Holders of shares of Series A Preferred Stock, subject to this Article 4, shall have received the Liquidation Preference with respect to each share.

#### **ARTICLE 5 CONVERSION OF PREFERRED STOCK**

(a) At the option of the Holder, the shares of Series A Preferred Stock may be converted, either in whole or in part, into Common Shares (calculated as to each such conversion to the nearest 1/100<sup>th</sup> of a share) at any time and from time to time on or after the Issue Date at the Conversion Ratio applicable on the Conversion Date. The Holder shall have the right during

the Conversion Period to convert any outstanding and unpaid Outstanding Advance, and, the interest accrued on the Preferred Stock to such date ("Outstanding Obligation"), into fully paid and non-assessable shares of common stock of the Company as such stock exists on the date of issuance of any shares of capital stock.

(b) The Conversion Price shall be adjusted:

(i) If the outstanding shares of the Common Stock shall be subdivided into a greater number of shares or a dividend in common stock shall be paid in respect of common stock, the Minimum Conversion Price in effect immediately prior to such subdivision or dividend shall simultaneously with the effectiveness of such subdivision or dividend be proportionately reduced. If outstanding shares of Common Stock shall be combined into a smaller number of shares, the Conversion Price in effect immediately prior to such combination shall, simultaneously with the effectiveness of such combination, be proportionately increased.

(ii) In case there occurs any reclassification or change of the outstanding securities of the Company or any corporate reorganization on or after the date hereof, then and in each such case the Holder, upon the conversion hereof at any time after the consummation of such reclassification, change or reorganization, shall be entitled to receive, in lieu of Common Stock, the stock or other securities or property to which such Holder would have been entitled upon such consummation if such Holder had converted this Note immediately prior thereto, all subject to further adjustment pursuant to the provisions of this paragraph 6(d).

(c) Conversion of the Series A Preferred Stock may be exercised, in whole or in part, by the Holder by telecopying an executed and completed Conversion Notice to the Corporation. Each date on which a Conversion Notice is telecopied to the Corporation in accordance with the provisions of this Section 5.(c) shall constitute a Conversion Date. The Corporation shall convert the Preferred Stock and issue the Common Stock Issued at Conversion. The Conversion Notice also shall state the name or names (with addresses) of the Persons who are to become the holders of the Common Stock Issued at Conversion in connection with such conversion. The Holder shall deliver the shares of Series A Preferred Stock to the Corporation by express courier within five business days following the Conversion Date. Upon surrender for conversion, the Preferred Stock shall be accompanied by a proper assignment thereof to the Corporation or be endorsed in blank. As promptly as practicable after the receipt of the Conversion Notice as aforesaid, but in any event not more than five Business Days after the Corporation's receipt of such Conversion Notice, the Corporation shall (i) issue the Common Stock issued at Conversion in accordance with the provisions of this Article 5, and (ii) cause to be mailed for delivery by overnight courier to the Holder (x) a certificate or certificate(s) representing the number of Common Shares to which the Holder is entitled by virtue of such conversion.. Such conversion shall be deemed to have been effected at the time at which the Conversion Notice indicates so long as the Series A Preferred Stock shall have been surrendered as aforesaid at such time, and at such time the rights of the Holder of the Series A Preferred Stock, as such, shall cease and the Person or Persons in whose name or names the Common Stock Issued at Conversion shall be issuable shall be deemed to have become the holder or holders of record of the Common Shares represented thereby and all voting and other rights associated with the beneficial ownership of such Common Shares shall at such time vest with such Person or Persons.

(d) No fractional Common Shares or scrip representing fractional Common Shares shall be issued upon conversion of the Series A Preferred Stock. Instead of any fractional Common Shares which otherwise would be issuable upon conversion of the Series A Preferred Stock, the Corporation shall pay a cash adjustment in respect of such fraction in an amount equal to the same fraction.

## **ARTICLE 6            VOTING RIGHTS**

Except as otherwise provided by BCL or in Article 7, the holders of Series A Preferred Stock shall have no voting rights. To the extent that under the BCL the vote of the Holders of the Series A Preferred Stock, voting separately as a class or series, is required to authorize a given action of the Corporation or any vote pursuant to Article 7, the affirmative vote or consent of the Holders of at least a majority of the outstanding shares of Series A Preferred Stock represented at a duly held meeting at which a quorum is present or by written consent of a majority of the outstanding shares of Series A Preferred Stock (except as otherwise may be required under the BCL) shall constitute the approval of such action by the class.

## **ARTICLE 7        PROTECTIVE PROVISIONS**

So long as shares of Series A Preferred Stock are outstanding, the Corporation shall not, without first obtaining the approval (by vote or written consent, as provided in the BCL) of the Holders of at least a majority of the then outstanding shares of Series A Preferred Stock: (a) alter or change the rights, preferences or privileges of the Series A Preferred Stock; (b) create any new class or series of capital stock having a preference over the Series A Preferred Stock as to distribution of assets upon liquidation, dissolution or winding up of the Corporation ("**Senior Securities**") or alter or change the rights, preferences or privileges of any Senior Securities so as to affect adversely the Series A Preferred Stock; or, (c) increase the authorized number of shares of Series A Preferred Stock.

## **ARTICLE 8            SUCCESSION**

Upon completion of the MIMS Corporate Action the Series A Convertible Preferred Stock hereunder shall automatically become an identical number of shares of MIMS Preferred Stock.

## **ARTICLE 9    LOSS, THEFT, DESTRUCTION OF PREFERRED STOCK**

Upon receipt of evidence satisfactory to the Corporation of the loss, theft, destruction or mutilation of shares of Series A Preferred Stock and, in the case of any such loss, theft or destruction, upon receipt of indemnity or security reasonably satisfactory to the Corporation, or, in the case of any such mutilation, upon surrender and cancellation of the Series A Preferred Stock, the Corporation shall make, issue and deliver, in lieu of such lost, stolen, destroyed or mutilated shares of Series A Preferred Stock, new shares of Series A Preferred Stock of like tenor. The Series A Preferred Stock shall be held and owned upon the express condition that the provisions of this Article 9 are exclusive with respect to the replacement of mutilated, destroyed, lost or stolen shares of Series A Preferred Stock and shall preclude any and all other rights and

remedies notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement of negotiable instruments or other securities without the surrender thereof.

#### **ARTICLE 10     Who Deemed Absolute Owner**

The Corporation may deem the Person in whose name the Series A Preferred Stock shall be registered upon the registry books of the Corporation to be, and may treat it as, the absolute owner of the Series A Preferred Stock for the purpose of receiving payment of dividends on the Series A Preferred Stock, for the conversion of the Series A Preferred Stock and for all other purposes, and the Corporation shall not be affected by any notice to the contrary. All such payments and such conversion shall be valid and effectual to satisfy and discharge the liability upon the Series A Preferred Stock to the extent of the sum or sums so paid or the conversion so made.

#### **ARTICLE 11     Fundamental Corporate Change**

In the case of the occurrence of any Fundamental Corporate Change described in Section 5(b), the Corporation shall cause to be mailed to the Holder of the Series A Preferred Stock at its last address as it appears in the Corporation's security registry, at least 20 days prior to the applicable record, effective or expiration date specified in connection therewith (or, if such 20 days notice is not possible, at the earliest possible date prior to any such record, effective or expiration date), a notice stating (x) the date on which a record is to be taken for the purpose of such corporate action, or if a record is not to be taken, the date as of which the Holders of record of Series A Preferred Stock to be entitled to any dividend, distribution, issuance or granting of rights, options or warrants are to be determined or the date on which such Fundamental Corporate Change is expected to become effective, and (y) the date as of which it is expected that Holders of record of Series A Preferred Stock will be entitled to exchange their shares for securities, cash or other property deliverable upon such Fundamental Corporate Change.

#### **ARTICLE 12             Register**

The Corporation shall keep at its principal office a register in which the Corporation shall provide for the registration of the Series A Preferred Stock. Upon any transfer of the Series A Preferred Stock in accordance with the provisions hereof, the Corporation shall register such transfer on the register of Series A Preferred Stock.

#### **ARTICLE 13             Withholding**

To the extent required by applicable law, the Corporation may withhold amounts for or on account of any taxes imposed or levied by or on behalf of any taxing authority in the United States having jurisdiction over the Corporation from any payments made pursuant to the Series A Preferred Stock.

#### **ARTICLE 14             Headings**

The headings of the Articles and Sections of this TERMS are inserted for convenience only and do not constitute a part of this TERMS.

## **ARTICLE 15            Severability**

If any provision of this *TERMS*, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (i) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision, and (ii) the remainder of this *TERMS* and the application of such provision to other persons, entities or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.