P14000044919

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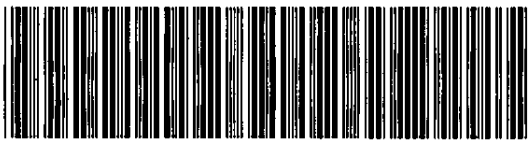

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FILED

CC/CUS
Amended/Restated
@ 8/6/14

June 23, 2014

VIA OVERNIGHT MAIL

Department of State
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

RE: **ARTICLES OF AMENDMENT**
AUTO SECURE (USA), INC.

Dear Sir/Madam:

Enclosed please find the original and one copy of the Articles of Amendment for AUTO SECURE (USA), INC., together with a check in the amount of $52.50, representing payment for the following expenses:

Filing Fee	$ 35.00
Certified Copy	$ 8.75
Certificate of Status	$ 8.75
	$ 52.50

Please return the certified copy to this office at your earliest convenience.

If you should have any questions or require additional information, please do not hesitate to contact the undersigned.

Sincerely,

KEITH A. JAMES

KAJ/
cc: Alan Aronson

KEITH A. JAMES
LAW OFFICE

120 South Olive • Suite 702 • West Palm Beach, FL 33401
PHONE: 561.655.9200 FAX: 561.655.9222
EMAIL: Keithj@floridasmallbusinesslawyer.com • www.FloridaSmallBusinessLawyer.com

FLORIDA DEPARTMENT OF STATE
Division of Corporations

July 11, 2014

KEITH A. JAMES
120 SOUTH OLIVE
STE. 702
WEST PALM BEACH, FL 33401

SUBJECT: AUTO SECURE (USA), INC.
Ref. Number: P14000044919

We have received your document for AUTO SECURE (USA), INC. and your check(s) totaling $52.50. However, the enclosed document has not been filed and is being returned for the following correction(s):

Restated Articles of Incorporation for a Florida profit corporation are filed pursuant to section 607.1007, Florida Statutes. Enclosed is copy of chapter 607.

Please correct your document to reflect that it is filed pursuant to the correct statute number.

A certificate must accompany the Restated Articles of Incorporation setting forth either of the following statements: (1) The restatement was adopted by the board of directors and does not contain any amendment requiring shareholder approval. OR (2) If the restatement contains an amendment requiring shareholder approval, the date of adoption of the amendment and a statement setting forth the following: (a) the number of votes cast for the amendment by the shareholders was sufficient for approval (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.

Please return your document, along with a copy of this letter, within 60 days or your filing will be considered abandoned.

If you have any questions concerning the filing of your document, please call (850) 245-6050.

Irene Albritton
Regulatory Specialist II

Letter Number: 614A00014939

CERTIFICATE ACCOMPANYING AMENDED AND RESTATEED ARTICLES OF ARTICLES OF INCORPORATION OF AUTO SECURE (USA), INC.

Pursuant to the provisions of Section 607.1005 and 607.1007 of the Florida Business Corporation Act (the "Act"), the sole incorporator of **AUTO SECURE (USA), INC.,** (the "Corporation"), a Florida corporation, hereby certifies the following:

1. The name of the Corporation is **AUTO SECURE (USA), INC.**

2. The Amended and Restated Articles of Incorporation amend and restate the Corporation's Articles of Incorporation in their entirety.

3. No shares of stock in the Corporation have been issued.

4. The amended and restated Articles of Incorporation were adopted by the written consent of the initial member of the Corporation's Board of Directors effective June 23, 2014.

5. Since no shares of stock in the Corporation have been issued the amended and restated Articles of Incorporation were not required to be approved by any shareholders of the Corporation

IN WITNESS WHEREOF, the sole incorporator of the Corporation has signed this Certificate as of July 24, 2013.

AUTO SECURE (USA), INC., a Florida corporation

By: _____
Keith A. James, Esq., Sole Incorporator

14 AUG -5 AM 8:33

AMENDED AND RESTATED ARTICLES OF INCORPORATION

OF

AUTO SECURE (USA), INC.

Pursuant to Sections 607.1005 and 607.1007, Florida Statutes, the undersigned, as sole Incorporator of **AUTO SECURE (USA), INC.**, a Florida corporation (the "Corporation"), a corporation organized and existing under the Florida Business Corporation Act, does hereby certify that:

1. The Articles of Incorporation of the Corporation shall be amended and restated as follows:

ARTICLE I

NAME

The name of the Corporation is **AUTO SECURE (USA), INC.**

14 AUG -5 PM 8:33

ARTICLE II

DURATION

The Corporation shall have perpetual existence.

ARTICLE III

PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS

The mailing address and the principal place of business of the Corporation shall be 515 N. Flagler Drive, Suite P300, West Palm Beach, Florida 33401.

ARTICLE IV

PURPOSE

The Corporation is organized for the purpose of transacting any and all lawful business for which corporations may be incorporated under the laws of the State of Florida.

ARTICLE V

CAPITAL STOCK

The total number of shares of all classes of stock which the Corporation shall have authority to issue is (i) Ten Thousand (10,000) shares of Common Stock, $0.01 par value per share ("Common Stock") and (ii) Ten Thousand (10,000) shares of Preferred Stock, $1.00 par value per share ("Preferred Stock").

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

A. COMMON STOCK

1. **General**. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Stock set forth herein.

2. **Voting**. The holders of the Class A Common Stock are entitled to one (1) vote for each share of Class A Common Stock held at all meetings of stockholders (and written actions in lieu of meetings). The holders of the Class B Common Stock are not entitled to any votes for each share of Class B Common Stock at any meetings of stockholders. There shall be no cumulative voting.

B. PREFERRED STOCK

5500 shares of the authorized and unissued Preferred Stock of the Corporation are hereby designated "Series A Preferred Stock" with the following rights, preferences, powers, privileges and restrictions, qualifications and limitations. Unless otherwise indicated, references to "sections" or "subsections" in this Part B of this Article V refer to sections and subsections of Part B of this Article V.

1. **Dividends.**

From and after the date of the issuance of any shares of Series A Preferred Stock, dividends at the rate per annum of $75.00 per share shall accrue on such shares of Series A Preferred Stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock) (the "**Accruing Dividends**"). Accruing Dividends shall accrue from day to day, whether or not declared, and shall be cumulative; provided, however, that except as set forth in the following sentence of this Section 1 or in Subsection 2.1, such Accruing Dividends shall be payable only when, as, and if declared by the Board of Directors, and the Corporation shall be under no obligation to pay such Accruing Dividends. The Corporation shall not declare, pay or set aside any dividends on shares of

any other class or series of capital stock of the Corporation (other than dividends on shares of Common Stock payable in shares of Common Stock) unless (in addition to the obtaining of any consents required elsewhere in the Articles of Incorporation) the holders of the Series A Preferred Stock then outstanding shall first receive, or simultaneously receive, a dividend on each outstanding share of Series A Preferred Stock in an amount at least equal to the amount of the aggregate Accruing Dividends then accrued on such share of Series A Preferred Stock and not previously paid. As used herein, the term "**Series A Original Issue Price**" shall mean $500.00 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Series A Preferred Stock.

2. Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.

2.1 Preferential Payments to Holders of Series A Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the holders of shares of Series A Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to the Series A Original Issue Price, plus any Accruing Dividends accrued but unpaid thereon, whether or not declared, together with any other dividends declared but unpaid thereon (the amount payable pursuant to this sentence is hereinafter referred to as the "**Series A Liquidation Amount**"). If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to

its stockholders shall be insufficient to pay the holders of shares of Series A Preferred Stock the full amount to which they shall be entitled under this Subsection 2.1, the holders of shares of Series A Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

2.2 Distribution of Remaining Assets. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, after the payment of all preferential amounts required to be paid to the holders of shares of Series A Preferred Stock the remaining assets of the Corporation available for distribution to its stockholders shall be distributed only among the holders of the shares of Common Stock, pro rata based on the number of shares held by each such holder. The aggregate amount which a holder of a share of Series A Preferred Stock is entitled to receive under Subsections 2.1 and 2.2 is hereinafter referred to as the "Series A Liquidation Amount."

2.3 Deemed Liquidation Events.

2.3.1 Definition. Each of the following events shall be considered a "**Deemed Liquidation Event**" unless the holders of at least fifty-one percent (51%) of the outstanding shares of Series A Preferred Stock elect otherwise by written notice sent to the Corporation at least forty-five (45) days prior to the effective date of any such event:

(a) a merger or consolidation in which

(i) the Corporation is a constituent party, or

(ii) a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger or consolidation, except any such merger or consolidation involving the Corporation or a subsidiary in which the shares of capital stock of the Corporation outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock of (1) the surviving or resulting corporation; or (2) if the surviving or resulting corporation is a wholly-owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation; or

(b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole, or the sale or disposition (whether by merger, consolidation or otherwise) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly-owned subsidiary of the Corporation.

2.3.2 Effecting a Deemed Liquidation Event.

(a) The Corporation shall not have the power to effect a Deemed Liquidation Event referred to in Subsection 2.3.1(a)(i) unless the agreement or plan of merger or consolidation for such transaction (the "**Merger Agreement**") provides that the consideration payable to the stockholders of the Corporation shall be allocated among the holders of capital stock

of the Corporation in accordance with Subsections 2.1 and 2.2.

(b) In the event of a Deemed Liquidation Event referred to in Subsection 2.3.1(a)(ii) or 2.3.1(b), if the Corporation does not effect a dissolution of the Corporation under the Florida Business Corporation Act within ninety (90) days after such Deemed Liquidation Event, then (i) the Corporation shall send a written notice to each holder of Series A Preferred Stock no later than the ninetieth (90th) day after the Deemed Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause; (ii) to require the redemption of such shares of Series A Preferred Stock, and (iii) if the holders of at least fifty-one percent (51%) of the then outstanding shares of Series A Preferred Stock so request in a written instrument delivered to the Corporation not later than one hundred twenty (120) days after such Deemed Liquidation Event, the Corporation shall use the consideration received by the Corporation for such Deemed Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors of the Corporation), together with any other assets of the Corporation available for distribution to its stockholders, all to the extent permitted by Florida law governing distributions to stockholders (the "**Available Proceeds**"), on the one hundred fiftieth (150th) day after such Deemed Liquidation Event, to redeem all outstanding shares of Series A Preferred Stock at a price per share equal to the Series A Liquidation Amount. Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to redeem all outstanding shares of Series A Preferred Stock, the Corporation shall ratably redeem each holder's shares of Series A Preferred Stock to the fullest extent of such Available Proceeds, and shall

redeem the remaining shares as soon as it may lawfully do so under Florida law governing distributions to stockholders. The provisions of Section 6 shall apply, with such necessary changes in the details thereof as are necessitated by the context, to the redemption of the Series A Preferred Stock pursuant to this Subsection 2.3.2(b). Prior to the distribution or redemption provided for in this Subsection 2.3.2(b), the Corporation shall not expend or dissipate the consideration received for such Deemed Liquidation Event, except to discharge expenses incurred in connection with such Deemed Liquidation Event.

2.3.3 Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, sale, transfer, exclusive license, other disposition or redemption shall be the cash or the value of the property, rights or securities paid or distributed to such holders by the Corporation or the acquiring person, firm or other entity. The value of such property, rights or securities shall be determined in good faith by the Board of Directors of the Corporation.

2.3.4 Allocation of Escrow and Contingent Consideration. In the event of a Deemed Liquidation Event pursuant to Subsection 2.3.1(a)(i), if any portion of the consideration payable to the stockholders of the Corporation is payable only upon satisfaction of contingencies (the "**Additional Consideration**"), the Merger Agreement shall provide that (a) the portion of such consideration that is not Additional Consideration (such portion, the "**Initial Consideration**") shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 2.1 and 2.2 as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event; and (b) any Additional Consideration which becomes payable to

the stockholders of the Corporation upon satisfaction of such contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 2.1 and 2.2 after taking into account the previous payment of the Initial Consideration as part of the same transaction. For the purposes of this Subsection 2.3.4, consideration placed into escrow or retained as holdback to be available for satisfaction of indemnification or similar obligations in connection with such Deemed Liquidation Event shall be deemed to be Initial Consideration.

3. Voting.

3.1 General. Except as provided by law or by the other provisions of the Articles of Incorporation, holders of Series A Preferred Stock shall not have voting rights.

3.2 Election of Directors. The holders of record of the shares of Series A Preferred Stock, exclusively and as a separate class, shall be entitled to elect two (2) directors of the Corporation (the "**Series A Directors**") and the holders of record of the shares of Class A Common Stock, exclusively and as a separate class, shall be entitled to elect three (3) directors of the Corporation. Any director elected as provided in the preceding sentence may be removed without cause by, and only by, the affirmative vote of the holders of the shares of the class or series of capital stock entitled to elect such director or directors, given either at a special meeting of such stockholders duly called for that purpose or pursuant to a written consent of stockholders. If the holders of shares of Series A Preferred Stock or Class A Common Stock, as the case may be, fail to elect a sufficient number of directors to fill all directorships for which they are entitled to elect directors, voting exclusively and as a separate class, pursuant to the first sentence of this Subsection 3.2, then any directorship not so filled shall remain vacant until such time as the holders of the Series

A Preferred Stock or Class A Common Stock, as the case may be, elect a person to fill such directorship by vote or written consent in lieu of a meeting; and no such directorship may be filled by stockholders of the Corporation other than by the stockholders of the Corporation that are entitled to elect a person to fill such directorship, voting exclusively and as a separate class. The holders of record of the shares of Class A Common Stock and of any other class or series of voting stock (including the Series A Preferred Stock), exclusively and voting together as a single class, shall be entitled to elect the balance of the total number of directors of the Corporation. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class or series entitled to elect such director shall constitute a quorum for the purpose of electing such director. Except as otherwise provided in this Subsection 3.2, a vacancy in any directorship filled by the holders of any class or series shall be filled only by vote or written consent in lieu of a meeting of the holders of such class or series or by any remaining director or directors elected by the holders of such class or series pursuant to this Subsection 3.2.

3.3 Series A Preferred Stock Protective Provisions. At any time when any shares of Series A Preferred Stock are outstanding, the Corporation shall not, either directly or indirectly by amendment, merger, consolidation or otherwise, do any of the following without (in addition to any other vote required by law or the Articles of Incorporation) the written consent or affirmative vote of the holders of at least fifty-one percent (51%) of the then outstanding shares of Series A Preferred Stock, given in writing or by vote at a meeting, consenting or voting (as the case may be) separately as a class, and any such act or transaction entered into without such consent or vote shall be null and void ab initio, and of no force or effect.

3.3.1 liquidate, dissolve or wind-up the business and affairs of the Corporation, effect any merger or consolidation or any other Deemed Liquidation Event, or consent to any of the foregoing;

3.3.2 amend, alter or repeal any provision of the Articles of Incorporation or Bylaws of the Corporation [in a manner that adversely affects the powers, preferences or rights of the Series A Preferred Stock];

3.3.3 create, or authorize the creation of, or issue or obligate itself to issue shares of, any additional class or series of capital stock unless the same ranks junior to the Series A Preferred Stock with respect to the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends and rights of redemption, or increase the authorized number of shares of Series A Preferred Stock or increase the authorized number of shares of any additional class or series of capital stock unless the same ranks junior to the Series A Preferred Stock with respect to the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends and rights of redemption;

3.3.4 (i) reclassify, alter or amend any existing security of the Corporation that is pari passu with the Series A Preferred Stock in respect of the distribution of assets on the liquidation, dissolution or winding up of the Corporation, the payment of dividends or rights of redemption, if such reclassification, alteration or amendment would render such other security senior to the Series A Preferred Stock in respect of any such right, preference, or privilege, or (ii) reclassify, alter or amend any existing security of the Corporation that is junior to the Series A Preferred Stock in respect of the distribution of assets on the liquidation, dissolution or winding up of the

Corporation, the payment of dividends or rights of redemption, if such reclassification, alteration or amendment would render such other security senior to or pari passu with the Series A Preferred Stock in respect of any such right, preference or privilege;

3.3.5 purchase or redeem (or permit any subsidiary to purchase or redeem) or pay or declare any dividend or make any distribution on, any shares of capital stock of the Corporation other than (i) redemptions of or dividends or distributions on the Series A Preferred Stock as expressly authorized herein, (ii) dividends or other distributions payable on the Common Stock solely in the form of additional shares of Common Stock, and (iii) repurchases of stock from former employees, officers, directors, consultants or other persons who performed services for the Corporation or any subsidiary in connection with the cessation of such employment or service at the lower of the original purchase price or the then-current fair market value thereof, or (iv) as approved by the Board of Directors, including the approval of at least one Series A Director;

3.3.6 create, or authorize the creation of, or issue, or authorize the issuance of any debt security, or permit any subsidiary to take any such action with respect to any debt security, if the aggregate indebtedness of the Corporation and its subsidiaries for borrowed money following such action would exceed Five Hundred Thousand Dollars ($500,000.00), other than equipment leases or bank lines of credit, and unless such debt security has received the prior approval of the Board of Directors, including the approval of at least one Series A Director; or

3.3.7 create, or hold capital stock in, any subsidiary that is not wholly-owned (either directly or through one or more other subsidiaries) by the Corporation, or sell, transfer or otherwise dispose of any capital stock of any direct or indirect subsidiary of the Corporation, or

permit any direct or indirect subsidiary to sell, lease, transfer, exclusively license or otherwise dispose (in a single transaction or series of related transactions) of all or substantially all of the assets of such subsidiary; or

3.3.8 increase or decrease the authorized number of directors constituting the Board of Directors.

4. Conversion.

A Conversion of Series A Preferred Stock.

(i) (a) The holders of Series A Preferred Stock are entitled to convert at any time or times each share of Series A Preferred Stock into One and 00/100 (1.00) shares of Class B Common Stock; provided, however, that the number of shares of Class B Common Stock into which each share of Series A Preferred Stock may be converted shall be appropriately adjusted into a fewer or greater number of shares if the Corporation combines (by reverse stock split, recapitalization, or other similar action) or subdivides (by stock split, dividend, recapitalization, or other similar action) its outstanding Common Stock. The conversion provision hereof shall be construed and applied in a manner so as to fully effectuate the intent of the preceding sentence. The Corporation shall not in any manner combine or subdivide its outstanding Common Stock without notifying all holders of Series A Preferred Stock at least five (5) days in advance of any such proposed action and the dilutive effect of such action, if any, to the holders of the Series A Preferred Stock.

(b) Each conversion of Series A Preferred Stock will be deemed to have been effected as of the close of business on the date on which the certificate or

certificates representing the shares of Series A Preferred Stock to be converted, duly endorsed, have been surrendered at the principal office of the Corporation together with a written notice to the Corporation that the holder elects to convert the same. Such notice shall state the number of shares of Series A Preferred Stock being converted. At such time as such conversion has been effected, the rights of the holder of such shares of Series A Preferred Stock will cease and the person or persons in whose name or names any certificate or certificates for shares of Class B Common Stock are to be issued upon such conversion will be deemed to have become the holder or holders of record of the shares of Class B Common Stock represented by such certificates.

(c) As soon as possible after a conversion has been effected (but in any event within three (3) business days), the Corporation will deliver to the converting holder:

(1) a certificate or certificates representing the number of shares of Class B Common Stock issuable by reason of such conversion in such name or names and such denominations as the converting holder has specified; and

(2) a certificate representing any shares of Series A Preferred Stock which were represented by the certificate or certificates delivered to the Corporation in connection with such conversion but which were not converted.

(ii) Fractional Shares. No fractional shares of Class B Common Stock shall be issued upon conversion of Series A Preferred Stock. All shares of Class

B Common Stock (including fractions thereof) issuable upon conversion of more than one share of Series A Preferred Stock by a holder thereof shall be aggregated for purposes of determining whether the conversion would result in the issuance of any fractional share. If, after the aforementioned aggregation, the conversion will result in the issuance of any fractional share, the Corporation shall, in lieu of issuing any fractional share, pay cash equal to the product of such fraction multiplied by the Class B Common Stock's fair market value (as determined by the Board of Directors of the Corporation) on the date of conversion.

(iii) No Charges. The issuances of certificates for shares of Class B Common Stock upon conversion of Series A Preferred Stock will be made without charge to the holders of such Series A Preferred Stock for any issuance tax in respect of such issuance or other costs incurred by the Corporation in connection with such conversion and the related issuance of shares of Class B Common Stock. Upon conversion of each share of Series A Preferred Stock, the Corporation will take all such actions as are necessary in order to ensure that the Class B Common Stock issued or issuable with respect to such conversion will be validly issued, fully paid and nonassessable.

(iv) No Adverse Action. The Corporation will not close its books against the transfer of Series A Preferred Stock or Class B Common Stock issued or issuable upon conversion of Series A Preferred Stock in any manner which interferes with the timely conversion of Series A Preferred Stock.

(v) **Sufficient Shares**. The Corporation shall at all times have authorized, reserved and set aside, solely for the purpose of effecting the conversion of the Series A Preferred Stock, such number of shares of Class B Common Stock as shall from time to time be sufficient to effect the conversion of all shares of Series A Preferred Stock then outstanding. If at any time the number of authorized but unissued shares of Class B Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of Series A Preferred Stock, the Corporation will take such corporate actions as may, in the opinion of its counsel, be necessary to increase its authorized but unissued shares of Class B Common Stock to such number of shares as shall be sufficient for such purpose.

B **Reorganization, Reclassification, Consolidation, Merger or Sale**. Any capital reorganization, reclassification, consolidation, merger or sale of all or substantially all of the Corporation's assets to another person, or any other transaction, which is effected in such a way that holders of Class B Common Stock are entitled to receive (either directly or upon subsequent liquidation) stock, securities or assets with respect to or in exchange for any Class B Common Stock is referred to herein as an "Organic Change." Prior to and as a condition to the consummation of any Organic Change, the Corporation will make appropriate provisions (in form and substance reasonably satisfactory to the holders of a majority of the Series A Preferred Stock then outstanding) to ensure that each of the holders of Series A Preferred Stock will thereafter have the right to acquire and receive, in lieu of or in addition to the shares of Class B Common Stock immediately theretofore acquirable and receivable upon the conversion of such holder's Series A Preferred Stock, such shares of stock, securities or assets as

such holder would have received in connection with such Organic Change if such holder had converted his shares of Series A Preferred Stock into Class B Common Stock immediately prior to such Organic Change. In any such case, the Corporation will make appropriate provisions (in form and substance reasonably satisfactory to the holders of a majority of the Series A Preferred Stock then outstanding) to ensure that the provisions of these Articles of Incorporation will thereafter apply to the Series A Preferred Stock. The Corporation will not effect any Organic Change unless, prior to the consummation thereof, the successor corporation (if other than the Corporation) resulting from the Organic Change assumes by written instrument (in form satisfactory to the holders of a majority of the Series A Preferred Stock then outstanding), the obligation to deliver to each holder of Series A Preferred Stock such shares of stock, securities or assets as, in accordance with the foregoing provisions, such holder may be entitled to acquire.

C **Notice Procedure.**

(i) **Notice of Adjustment.** Immediately upon any event by which the Corporation combines or subdivides the number of shares of Class B Common Stock outstanding, the Corporation will give written notice thereof to all holders of Series A Preferred Stock.

(ii) **Special Notice.** The Corporation will give written notice to all holders of Series A Preferred Stock at least ten (10) days prior to the date on which the Corporation closes its books or takes a record (a) with respect to any dividend or distribution

upon Class B Common Stock, (b) with respect to any pro rata subscription offer to holders of Class B Common Stock, or (c) for determining rights to vote with respect to any Organic Change, dissolution or liquidation.

(iii) Notice of Organic Change. The Corporation will also give written notice to the holders of Preferred Stock at least ten (10) days prior to the date on which any Organic Change will take place.

5. Redeemed or Otherwise Acquired Shares. Any shares of Series A Preferred Stock that are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Series A Preferred Stock following redemption.

6. Waiver. Any of the rights, powers, preferences and other terms of the Series A Preferred Stock set forth herein may be waived on behalf of all holders of Series A Preferred Stock by the affirmative written consent or vote of the holders of at least [specify percentage] of the shares of Series A Preferred Stock then outstanding.

7. Notices. Any notice required or permitted by the provisions of this Article V to be given to a holder of shares of Series A Preferred Stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the Florida Business Corporation Act, and shall be deemed sent upon such mailing or electronic transmission.

ARTICLE VI

INITIAL REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Corporation is 120 South Olive, Suite 702, West Palm Beach, Florida 33401. The name of the initial registered agent of the Corporation at that address is KEITH A. JAMES, ESQ.

ARTICLE VII

INITIAL DIRECTOR

The name and street address of the initial director of the Corporation is as follows:

Name:	Address:
Alan Aronson	515 N. Flagler Drive Suite P300 West Palm Beach, FL 33401

ARTICLE VIII

BYLAWS

The power to adopt, alter, amend or repeal bylaws of the Corporation shall be vested in the shareholders of the Corporation.

ARTICLE IX

INCORPORATOR

The name and street address of the incorporator is as follows:

Name:	Address:
KEITH A. JAMES, ESQ.	120 South Olive Suite 702 West Palm Beach, Florida 33401

2. These amendments were adopted by the sole Incorporator of the Corporation, as no shares of the Corporation's stock have been issued.

IN WITNESS WHEREOF, the undersigned affirms that these Articles of Amendment are the act and deed of the Corporation, and that the statements made herein are true and correct under penalties of perjury this 23rd day of June, 2014.

Keith A. James, Esq.

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing Articles of Amendment were acknowledged before me on this 23rd day of June, 2014, by KEITH A. JAMES, ESQ., who is ✓ personally known to me; or ____ has produced the following identification: _____.

PAULA ALBRIGHT
Commission # FF 060181
Expires November 12, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public
My commission expires:

11647225.2

this ____ day of June, 2014.

KEITH A. JAMES, ESQ.

ACCEPTANCE OF DESIGNATION AS REGISTERED AGENT

I, **KEITH A. JAMES, ESQ.**, am familiar with and accept the obligations of the appointment as the initial registered agent of **AUTO SECURE (USA), INC.**, as made in the foregoing Articles of Incorporation.

DATED this 23rd day of June, 2014

By: _____
KEITH A. JAMES, ESQ.