
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549**

SCHEDULE 13D

(Amendment No. 5)¹
(Rule 13d-101)

INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO § 240.13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
§ 240.13d-2(a)

SecureAlert, Inc.

(Name of Issuer)

Common Stock, par value \$0.0001 per share
(Title of Class of Securities)

81373R109
(CUSIP Number)

LARS WINDHORST
SAPINDA ASIA LIMITED
Rooms 803-4, 8th Floor
Hang Seng Bank Building
Wanchai, Hong Kong
+852 2877 3700

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

June 14, 2013
(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box .

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7 for other parties to whom copies are to be sent.

¹ The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*).

1	NAME OF REPORTING PERSON SAPINDA ASIA LIMITED	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC, OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION BRITISH VIRGIN ISLANDS	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER 5,127,853
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER 5,127,853
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,228,049	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 51.6%	
14	TYPE OF REPORTING PERSON OO	

1	NAME OF REPORTING PERSON LARS WINDHORST	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS AF, PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION GERMANY	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 100,196
	8	SHARED VOTING POWER 5,127,853
	9	SOLE DISPOSITIVE POWER 100,196
	10	SHARED DISPOSITIVE POWER 5,127,853
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 5,228,049	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 51.6%	
14	TYPE OF REPORTING PERSON IN	

The following constitutes Amendment No. 5 to the Schedule 13D filed by the Reporting Persons ("Amendment No. 5"). This Amendment No. 5 amends the Schedule 13D as specifically set forth herein.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 is hereby amended and restated as follows:

The aggregate cost of the 5,103,853 Shares directly owned by Sapinda Asia is \$30,817,740, consisting of:

- (i) 3,905,917 Shares from the conversion of a loan with a principal amount of \$16,640,000,
- (ii) 472,548 Shares from the conversion of a debenture with a principal amount of \$2,000,000;
- (iii) 155,703 Shares from an assignment of rights for \$1,033,000;
- (iv) 115,000 Shares for \$2,248,250;
- (v) 5,661 Shares for \$109,257;
- (vi) 20,000 Shares for \$347,000;
- (vii) 15,000 Shares for \$262,500;
- (viii) 10,000 Shares for \$180,000;
- (ix) 11,920 Shares for \$212,772;
- (x) 7,500 Shares for \$118,125;
- (xi) 5,925 Shares for \$93,911;
- (xii) 60,000 Shares for \$901,200;
- (xiii) 32,853 Shares for \$458,299;
- (xiv) 45,000 Shares for \$761,850;
- (xv) 7,021 Shares for \$131,995;
- (xvi) 90,124 Shares for \$2,016,615;
- (xvii) 22,342 Shares for \$345,184;
- (xviii) 84,078 Shares for \$1,600,000;
- (xix) 28,903 Shares for \$432,967;
- (xx) 29,300 Shares for \$452,985;
- (xxi) 28,965 Shares for \$472,130; and
- (xxii) 24,000 Shares for \$380,640.

Sapinda Asia has also sold 49,907 Shares for an aggregate consideration of \$923,115, such that the aggregate net cost of the 5,127,853 Shares directly owned by Sapinda Asia is \$30,275,265.

Except as otherwise provided herein, the source of funds for the purchase of the Shares and securities convertible into or exercisable for Shares reported beneficially owned by Sapinda Asia was the working capital of the purchaser.

The cost of the 100,196 Shares directly owned by Mr. Windhorst is \$2,225,000. Such acquisition was to be effected as a single trade of 97,035 Shares, but 64,923 Shares settled on June 14, 2013 for \$1,488,684, and the remaining part of the order settled on July 3, 2014, with dividend Shares having been issued in the interim, such that 35,273 shares were delivered for \$736,328 (or an effective price of approximately \$20.875 per Share). All such Shares were purchased with the personal funds of Mr. Windhorst.

Prior disclosure on Schedule 13D Amendment 3 (the first Schedule 13D amendment as to which Mr. Windhorst and Sapinda Asia had entered into a joint filing agreement) and Schedule 13D Amendments 3 and 4 ought to have reflected 64,923 Shares in Mr. Windhorst's sole voting and dispositive power and Schedule 13D Amendment 3 ought to have reflected 3,970,840 Shares in Mr. Windhorst's joint voting and dispositive power. Schedule 13D Amendment 4 ought to have reflected 4,599,091 Shares in Mr. Windhorst's joint voting and dispositive power. In addition, Schedule A to Schedule 13D Amendment 4 should not have reflected any sale of Shares.

Item 4. Purpose of the Transactions.

Item 4 is hereby amended to add the following:

The transactions by Sapinda Asia in the Shares enumerated as (iv) through (xxii) above, and the acquisition by Mr. Windhorst disclosed above; together with several sales of Shares, have been made during the period of as part of an overall investment strategy by Sapinda Asia and Mr. Windhorst.

Item 5. Interest in Securities of the Issuer.

Items 5(a)-(c) are hereby amended and restated as follows:

The aggregate percentage of Shares reported owned by the Reporting Persons is based upon 10,131,629 Shares outstanding, as of February 11, 2015, which is the total number of Shares outstanding as reported in the Issuer's Quarterly Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 filed with the Securities and Exchange Commission on February 11, 2015.

As of the close of business on the date hereof, Sapinda Asia directly owned 5,127,853 Shares, constituting approximately 50.6% of the Shares outstanding. By virtue of his relationship with Sapinda Asia, its sole shareholder and a director, Mr. Windhorst may be deemed to beneficially own the Shares beneficially owned by Sapinda Asia. In addition, as of the close of business on the date hereof, Mr. Windhorst directly owned 100,196 Shares, or approximately 1.0% of the Shares outstanding.

Amendment No. 3 to the Schedule 13D, filed with the Securities and Exchange Commission on November 5, 2013, erroneously reported the sale of 628,251 Shares at a price of \$19.00 per Share on October 29, 2013. No such transaction occurred and Sapinda Asia remains the direct and beneficial owner of the 628,251 Shares referenced in such Amendment No.3. Sapinda Asia was in discussions to sell the 628,251 Shares in a private transaction, but no agreement could be reached and the transaction was not completed.

The transactions by Sapinda Asia in the Shares enumerated as (iv) through (xxii) above, and the acquisition by Mr. Windhorst disclosed above have been made since the filing of Amendment No. 4 to the Schedule 13D. Schedule A to Amendment No. 4 to the Schedule 13D is amended and restated by Schedule A hereto to accurately report the Share holdings of Sapinda Asia and Mr. Windhorst, respectively, as of the date hereof. All such transactions occurred over-the-counter via private transactions, except as otherwise noted.

Each Reporting Person, as a member of a "group" with the other Reporting Persons for the purposes of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, may be deemed the beneficial owner of the Shares directly owned by the other Reporting Persons. Each Reporting Person disclaims beneficial ownership of such Shares except to the extent of his or its pecuniary interest therein.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Item 6 is hereby amended to add the following:

As described in the Issuer's Annual Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 filed with the Securities and Exchange Commission on November 11, 2014, on February 1, 2013, the Issuer entered into a revolving loan agreement with Sapinda Asia. Under this arrangement, the Issuer was able to borrow up to \$1,200,000 at an interest rate of 3% per annum for unused funds and 10% per annum for borrowed funds. On October 24, 2013, the Issuer drew down the full \$1,200,000. The loan initially matured in June 2014. However, the maturity date of the note was extended and now matures in December 2015.

As described in the Issuer's Annual Report Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 filed with the Securities and Exchange Commission on November 11, 2014, on November 19, 2013, the Issuer borrowed \$1,500,000 from Sapinda Asia. The unsecured note bears interest at a rate of 8% per annum and initially matured on November 18, 2014. However, the maturity date of the note was extended to November 19, 2015.

Item 7. Material to be Filed as Exhibits.

Item 7 is hereby amended to renumber Exhibits 99.1 through 99.4 to Amendment No. 3 to the Schedule 13D, filed with the Securities and Exchange Commission on November 5, 2013 as Exhibits 99.11 through 99.14, respectively, and to renumber Exhibit 99.1 to Amendment No. 4 to the Schedule 13D, filed with the Securities and Exchange Commission on November 15, 2013 as Exhibit 99.15 and to include the following exhibits:

- 99.16 Promissory Note dated November 19, 2013 issued by the Issuer in favor of Sapinda Asia.
- 99.17 Loan Agreement Amendment No. 1, effective as of June 30, 2014
- 99.18 Amendment Number One to Promissory Note dated November 19, 2013, executed and delivered July 22, 2014.

SIGNATURES

After reasonable inquiry and to the best of his knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: March 9, 2015

SAPINDA ASIA LIMITED

By: /s/ Lars Windhorst

Name: Lars Windhorst

Title: Authorized Signatory

/s/ Lars Windhorst

LARS WINDHORST

SCHEDULE A**Transactions in the Shares Since the Filing by the Reporting Persons of Amendment 4 to Schedule 13D**

Shares of Common Stock Purchased/(Sold)	Price Per Share	Date of Purchase / Sale
<u>SAPINDA ASIA LIMITED</u>		
115,000	\$19.55	1/30/2014
5,661	\$19.30	2/12/2014
(3,000)	\$18.45	3/21/2014
(45,000)	\$18.50	3/24/2014
(1,800)	\$18.70	4/2/2014
20,000	\$17.35	5/23/2014
15,000	\$17.50	5/27/2014
10,000	\$18.00	5/28/2014
11,920	\$17.85	6/23/2014
7,500	\$15.75	7/1/2014
5,925	\$15.85	7/18/2014
60,000	\$15.02	7/28/2014
32,853	\$13.95	7/31/2014
45,000	\$16.93	8/8/2014
7,021	\$18.80	8/19/2014
90,124	\$22.376	9/23/2014
22,342	\$15.45	9/26/2014
(107)	\$15.00	9/30/2014
84,078	\$19.02995	10/8/2014
28,903	\$14.98	10/10/2014
29,300	\$15.45	10/17/2014
28,965	\$16.30	10/24/2014
24,000	\$15.86	12/18/2014

CUSIP NO. 81373R109

Shares of Common Stock
Purchased/(Sold)

Price Per
Share

Date of
Purchase / Sale

LARS WINDHORST

64,923

\$22.93

6/14/13

35,273

\$20.874

7/3/2014

PROMISSORY NOTE

\$1,500,000.00

Date: November 19, 2013
Maturity Date: November 19, 2014

For Value Received, SecureAlert, Inc., a Utah corporation (the "Borrower") hereby promises to pay to the other of Sapinda Asia Limited, a British Virgin Islands corporation (the "Lender") with its registered address at OMC Chambers, Wickhams Cay 1, Road Town, Tortola, BVI, or such other place or payment as the holder of this Note may specify from time to time in writing, in lawful money of the United States of America, the principal amount of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) together with interest at the rate of eight percent (8%) per annum from the date of this Note until paid in full. All unpaid principal, accrued and unpaid interest shall be due and payable to Lender on the Maturity Date referenced above. This Note is unsecured.

Borrower covenants and agrees to pay all and singular costs, fees, and expenses of every kind and nature, including the Lender's reasonable attorneys' fees (including on appeal and in bankruptcy), all fees and all costs incurred or expended at any time by the Lender in the collection of the amounts evidenced hereby or otherwise incurred in protecting and preserving Lender's right under this Note, or under any other instrument evidencing the indebtedness evidenced hereby, or in enforcing, sustaining, protecting, or defending the priority of the Note against any and all persons, including, but not limited to, lien claimants or the exercise of governmental power of any kind. Every such payment made by or on behalf of the Lender shall be immediately due and payable by the Borrower to Lender and shall bear interest from the date of disbursement by the Lender at the rate then applicable under this Note to sums of principal then outstanding.

Borrower, its legal representatives, successors, and assigns, respectively, hereby expressly waive presentment, demand for payment, notice of dishonor, protest, notice of nonpayment, and diligence in collection, and consent that the time of all payments or any part thereof may be extended, rearranged, renewed or postponed by Lender, and agree that Lender shall not be required first to institute any suit or to exhaust any of its remedies against Borrower or any other person or party liable hereunder in order to enforce payment of this Note.

This Note shall be governed by and construed and enforced in accordance with, the laws of the State of New York, excluding any conflicts of law rules or principles that would case the application of the laws of any other jurisdiction.

To be continued P. 2 -

BORROWER

SecureAlert, Inc.

By: /s/ Guy Dubois

Guy Dubois, Chairman of the Board

LENDER

For and on behalf of
Sapinda Asia Limited

By: /s/ Lars Windhorst

Name & Title: Lars Windhorst, Director

By: /s/ Theresa Tsang

Name & Title: Theresa Tsang, Director

**LOAN AGREEMENT
AMENDMENT NO.1**

THIS AMENDMENT NO.1 TO THE LOAN AGREEMENT (the "Amendment") is entered into between SecureAlert, Inc., a Utah corporation (the "Borrower") and Sapinda Asia Limited, a British Virgin Islands corporation (the "Lender") effective as of June 30, 2014. The Borrower and the Lender may be referred to herein individually as a "party" or collectively as the "Parties".

WHEREAS, the Parties entered into that certain Loan Agreement dated February 1, 2013 (the "Loan Agreement") and desire to now amend the Loan Agreement as set forth herein;

NOW, THEREFORE, the Parties have agreed to enter into the terms of this Amendment as set forth below:

1. Interest Rate. The interest rate on the principal amount of \$1,200,000.00, as stated in Section 1.1 of the Loan Agreement shall be changed ten percent (10%) per annum to eight percent (8%) per annum beginning on the date of this Amendment.
2. Maturity Date. The Maturity Date under Section 1.3 of the Loan Agreement shall be changed from June 30, 2014 to December 30, 2015.
3. Integration. The Loan Agreement, except as expressly amended herein, shall remain in full force and effect.
4. Counterparts and Electronic Signatures. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Each party hereto agrees to accept facsimile or other electronic signatures as an original and fully enforceable.

The Parties hereto have set their hand hereto representing that both have authority to bind the respective party as of the effective date set forth above.

SECUREALERT, INC.

BY /s/ Guy Dubois
Guy Dubois
Chairman of the Board

SAPINDA ASIA LIMITED

BY /s/ Lars Windhorst
Lars Windhorst
Chief Executive Officer

BY /s/ Theresa Tsang
Theresa Tsang
Director

**AMENDMENT NUMBER ONE
TO
PROMISSORY NOTE
DATED November 19, 2013**

THIS AMENDMENT NUMBER ONE to the Promissory dated November 19, 2013 by and between SECUREALERT, INC . a Utah corporation, having its principal place of business at 150 W. Civic Center Drive, Suite 400, Sandy, Utah 84070 (the "Borrower") and SAPINDA ASIA LIMITED a British Virgin Islands corporation with its offices at rooms 803-4 , 8/F Hang Seng Bank Building, 200 Hennessy Road, Wanchai, Hong Kong (the "Lender") in the amount of One Million Five Hundred Thousand U.S. Dollars (\$1,500,000) (the "Note").

WHEREAS, the Parties entered into that certain Note dated November 19, 2013 which is to mature on November 19, 2014; and

WHEREAS, the Parties desire to amend such Note;

NOW THEREFORE, the Parties, in consideration of the mutual agreements contained herein the sufficiency of which is hereby acknowledged, agree as follows:

1. The Maturity Date of the Note shall be extended from November 19, 2014 to November 19, 2015.
2. All other terms, provisions and terms (including the interest rate) of the Note shall remain unchanged and in place unless specifically changed herein.

IN WITNESS WHEREOF, this Amendment Number One to the Promissory Note dated November, 2013 is duly executed and delivered as of July 22, 2014.

SecureAlert, Inc.

Sapinda Asia Limited

By: /s/ Guy Dubois
Guy Dubois, Chairman

By: /s/ Lars Windhorst
Lars Windhorst, Director

By: _____
Theresa Tsang, Director