CONSENT OF THE DIRECTORS OF
CPORT SOLUTIONS, INCORPORATED
IN LIEU OF A MEETING

Pursuant to Section 14-2-821 of the Georgia Business Corporation Code (the "Code"), the undersigned, being all of the directors of CPort Solutions, Incorporated, a Georgia corporation (the "Corporation"), by execution hereof, do hereby (i) consent to and adopt the following resolutions, which resolutions shall have the same force and effect as if adopted by an affirmative vote at a special meeting of the Board of Directors of the Corporation (the "Board") duly called and held, (ii) waive all requirements of notice, and (iii) direct that this written consent (the "Consent") be filed with the minutes of the proceedings of the Corporation:

1. **Election of Officers.**

WHEREAS, the Board has determined it to be in the best interests of the Corporation and its shareholders to confirm the election of, and to elect, certain individuals to serve as officers of the Corporation at the pleasure of the Board;

NOW, THEREFORE, BE IT RESOLVED, that the following persons be, and hereby are, elected to the offices of the Corporation set forth opposite their respective names (collectively, the "Authorized Officers"), to hold such offices in accordance with the Corporation's Bylaws and at the discretion of the Board and until the earlier of such person's death, resignation or removal:

Name	Office(s)
Louie Preston Hicks II	President and Chief Executive Officer
David Kassens	Chief Financial Officer
Louie Preston Hicks II	Secretary

FURTHER RESOLVED, that the Authorized Officers be, and each hereby is authorized, empowered and directed to execute and deliver all agreements, certificates, instruments, undertakings, schedules, reports or other documents related to the foregoing resolutions, in the name and on behalf of the Corporation, with such amendments, modifications and renewals with respect thereto as the Authorized Officers may deem necessary or advisable, the approval of any such changes to be conclusively evidenced by such Authorized Officers' signatures thereon, and that any and all proper actions heretofore taken by any Authorized Officer are hereby confirmed, ratified and approved in all respects;

2. **Approval of Amended and Restated Articles of Incorporation.**

WHEREAS, the Board has determined it to be in the best interests of the Corporation to amend and restate the Corporation's Articles of Incorporation (the "Articles of Incorporation"), through adoption and filing of Amended and Restated Articles of Incorporation of CPort Solutions, Incorporated substantially in the form attached hereto as Exhibit A (the "Amended Articles"), in order to (a) increase the authorized number of shares of the Corporation's common stock, no par value per share (the "Common Stock") from 5,000,000 shares to 20,000,000 shares, to, among other things, provide for a sufficient number of shares for future issuances of Common Stock, including those that may be issuable

pursuant to conversion of the Note (as defined in Section 3 below), (b) delete the identity of the incorporator, (c) add a provision limiting the personal liability of directors to the Corporation and its shareholders to the full extent permitted by the Code, and (d) to permit the shareholders of the Corporation to take action by written consent, provided such action is taken by persons who would be entitled to vote at a meeting having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take such actions at a meeting at which all shares entitled to vote were present and voted;

NOW THEREFORE, BE IT RESOLVED, that, subject to requisite shareholder approval, the Amended Articles, substantially in the form attached hereto as Exhibit A, are hereby approved and adopted, with such immaterial changes as may be authorized and approved by any one or more of the Authorized Officers;

FURTHER RESOLVED, that the Board recommends that the shareholders of the Corporation approve the Amended Articles and directs the Authorized Officers to submit the Amended Articles to the shareholders of the Corporation for their approval; and

FURTHER RESOLVED, that, upon obtaining the requisite shareholder approval of the Amended Articles, the Authorized Officers be, and each hereby is authorized, empowered and directed to execute and deliver the Amended Articles to the Secretary of State of the State of Georgia for filing, and to execute and deliver all agreements, certificates, instruments, undertakings, schedules, reports or other documents related to the Amended Articles, in the name and on behalf of the Corporation, with such amendments, modifications and renewals with respect thereto as the Authorized Officers may deem necessary or advisable, the approval of any such changes to be conclusively evidenced by such Authorized Officers' signatures thereon.

3. **Approval of Financing and Note; Interested Party Transaction Matters.**

WHEREAS, the Corporation desires to borrow an aggregate original principal amount of up to $500,000 (the "Financing") pursuant to that certain Convertible Promissory Note in substantially the form attached hereto as Exhibit B (the "Note") from BTM Ventures, LLC, a shareholder of the Corporation (the "Investor");

WHEREAS, the holders of the Corporation's shareholders and the Corporation are parties to that certain Shareholders' Agreement, dated as of April 16, 2010 (the "Shareholders' Agreement"), and Article V of the Shareholders' Agreement grants the shareholders a right of first refusal with respect to certain securities issued by the Corporation (such right hereinafter referred to as the "Preemptive Rights");

WHEREAS, pursuant to Section 14-2-861 of the Code, a director's conflicting interest transaction may not be enjoined, set aside, or give rise to an award of damages or other sanctions, in an action by a shareholder or by or in the right of the corporation, on the ground of an interest in the transaction of the director or any person with whom or which he has a personal, economic, or other association (any such party is referred to herein individually as an "Interested Party," or collectively as the "Interested Parties," and any such transaction is referred to herein as an "Interested Party Transaction"), if: (a) the existence and nature of the conflicting interest and all facts known to such interested director regarding the subject matter of the transaction that an ordinarily prudent person would reasonably believe to be material to a judgment as to whether or not to proceed with the transaction (the "Required Disclosure") is disclosed to the board of directors or a committee thereof which authorizes, approves, or ratifies the transaction by a vote or consent sufficient for the purpose without counting the votes or consents of such interested director in accordance with Section 14-2-862 of the Code; (b) notice

of the director's conflicting interest is provided to the shareholders and the Required Disclosure is made to the shareholders entitled to vote on the transaction and such shareholders authorize, approve, or ratify the transaction by vote or consent sufficient for the purpose without counting the votes or consents of any shareholders whose shares are beneficially owned or the voting of which is controlled by interested directors (and such ownership or control is disclosed to the secretary of the corporation) in accordance with Section 14-2-863 of the Code; or (c) the transaction, judged in the circumstances at the time of the commitment, is fair as to the corporation; and

WHEREAS, pursuant to Sections 14-2-861 and 14-2-862 of the Code, it is hereby disclosed or made known to the full Board that (i) Hartley D. Blaha is an officer or otherwise affiliated with the Investor, and thus is an Interested Party; and (ii) the approval of the Financing, the Note and the transactions contemplated thereby are Interested Party Transactions with respect to Hartley D. Blaha;

NOW, THEREFORE, BE IT RESOLVED, that the Board (a) acknowledges the facts and circumstances related to the Interested Party and the Interested Party Transactions, (b) has determined that the Financing, the issuance of the Note and all transactions contemplated thereby are in the best interests of the Corporation and its shareholders, and (c) hereby approves the Financing, the issuance of the Note and the documents related thereto;

FURTHER RESOLVED, that the Authorized Officers be, and they hereby are, authorized, empowered and directed to deliver to the Corporation's shareholders (other than the Investor) the Notice of Issue (as defined in Article V of the Shareholders' Agreement) and to otherwise seek the waiver of Preemptive Rights by such shareholders, in such form of waiver as the Authorized Officers may deem necessary, appropriate or desirable;

FURTHER RESOLVED, that the issuance and delivery of the shares of Common Stock issuable upon conversion of the Note hereby is authorized and approved in all respects, and that the consideration to be received for such shares in accordance with the Note constitutes full and adequate consideration therefore, and such shares, when issued upon the proper conversion of the Note shall be duly and validly issued, fully paid and non-assessable; and

FURTHER RESOLVED, that the Authorized Officers be, and they hereby are, authorized, empowered and directed, in the name and on behalf of the Corporation, to execute and deliver the Note and such other documents and instruments as contemplated thereby in the name of and on behalf of the Corporation with such changes or amendments as the Authorized Officers deem necessary, appropriate or desirable.

4. **General Provisions.**

FURTHER RESOLVED, that the Authorized Officers be, and each hereby is, authorized, empowered and directed to do and perform, or cause to be done and performed, all such other acts, deeds and things, including the expenditure of reasonable monies, and to negotiate, make, execute, deliver, or cause to be made, executed, delivered and recorded, all such agreement, undertakings, documents, instruments and certificates in the name and on behalf of the Corporation or otherwise as such Authorized Officers may deem necessary, appropriate or desirable to effect the transactions contemplated herein, and to otherwise carry out fully the purpose and intent of the foregoing resolutions;

FURTHER RESOLVED, that any and all actions heretofore taken by any Authorized Officer or director of the Corporation with respect to the transactions contemplated by the resolutions set forth above are hereby confirmed, ratified and approved in all respects; and

FURTHER RESOLVED, that this Consent shall be effective upon the execution hereof by the members of the Board and may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument, and facsimile transmissions of the signatures provided for below may be relied upon, and shall have the same force and effect as, the originals of such signatures.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned directors have duly executed this Consent as of the date set forth opposite such director's name below.

Date: November 15, 2010

Louie Preston Hicks II, Director

Date: November 15, 2010

J. Stephen Hufford, Director

Date: November 15, 2010

Hartley D. Blaha, Director

Exhibit A

AMENDED ARTICLES

[Please see attached]

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
CPORT SOLUTIONS, INCORPORATED

The following Amended and Restated Articles of Incorporation of CPort Solutions, Incorporated (the "Corporation"), a corporation organized and existing under the laws of the State of Georgia, were duly approved and adopted by the shareholders of the Corporation on November 15, 2010, upon the recommendation of the Board of Directors of the Corporation, pursuant to Sections 14-2-1003 and 14-2-1007 of the Georgia Business Corporation Code (as in effect from time to time, the "Code").

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RESOLVED, that the Articles of Incorporation of this corporation be amended and restated in their entirety to read as follows:

ARTICLE I

The name of this corporation is CPort Solutions, Incorporated (the "Corporation").

ARTICLE II

The address of the registered office of the Corporation in the State of Georgia is 359 East Paces Ferry Road, Suite 300, Atlanta, Georgia 30305. The name of its registered agent at such address is Louie Preston Hicks II.

ARTICLE III

The nature of the business or purposes to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the Code.

ARTICLE IV

The total number of shares of capital stock that the Corporation shall have authority to issue is Twenty Million (20,000,000) shares of common stock, no par value per share (the "Common Stock"). The holders of the Common Stock are entitled to one vote for each share of Common Stock held at all meetings of stockholders (and written actions in lieu of meetings).

ARTICLE V

No director of the Corporation shall have any personal liability to the Corporation or to its shareholders for monetary damages for breach of duty of care or other duty or action taken or the failure to take any action as a director, by reason of any act or omission occurring subsequent to the date when this provision becomes effective except that this provision shall not eliminate or limit the liability of a director imposed by Section 14-2-202(b)(4) of the Code, as amended and superseded from time to time, for (a) any appropriation, in violation of his duties, of any business opportunity of the Corporation; (b) acts or omissions which involve intentional misconduct or knowing violation of laws; (c) liabilities of a director imposed by Section 14-2-832 of the Code; or (d) any transaction from which the director derived an improper personal benefit. This Article V shall not eliminate or limit the liability of a director for any act or omission occurring prior to the date when Section 14-2-202(b)(4) of the Code became effective.

Neither the amendment nor repeal of this Article V, nor the adoption of any provision of the Amended and Restated Articles of Incorporation of the Corporation inconsistent with this Article V, shall eliminate or reduce the effect of this Article V in respect of any act or failure to act, or any cause of action, suit or claim that, but for this Article V, would accrue or arise prior to any amendment, repeal or adoption of such an inconsistent provision. If the Code is subsequently amended to provide for further limitations on the personal liability of directors of corporations for breach of duty of care or other duty or action taken or the failure to take any action as a director, then the personal liability of the directors of the Corporation shall be so further limited to the greatest extent permitted by the Code.

ARTICLE VI

Each person who is or was a director or officer of the Corporation, and each person who is or was a director or officer of the Corporation who at the request of the Corporation is serving or has served as an officer, director, partner, joint venturer or trustee of another corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation against those expenses (including attorneys' fees), judgments, fines and amounts paid in settlement which are allowed to be paid or reimbursed by the Corporation under the laws of the State of Georgia and which are actually and reasonably incurred in connection with any action, suit, or proceeding, pending or threatened, whether civil, criminal, administrative or investigative, in which such person may be involved by reason of his being or having been a director or officer of this Corporation or a director or officer of such other enterprise. Such indemnification shall be made only in accordance with the laws of the State of Georgia and subject to the conditions prescribed therein, including that the Corporation shall indemnify such directors and officers and advance expenses related to such indemnification to the fullest extent set forth and permitted in Section 14-2-856 and Section 14-2-857 of the Code.

In any instance where the laws of the State of Georgia permit indemnification to be provided to persons who are or have been an officer or director of the Corporation or who are or have been an officer, director, partner, joint venturer or trustee of any such other enterprise only on a determination that certain specified standards of conduct have been met, upon application for indemnification by any such person the Corporation shall promptly cause such determination to be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors not at the time parties to the proceeding; (ii) if a quorum cannot be obtained by majority vote of a committee duly designated by the Board of Directors (in which designation directors who are parties may participate), consisting solely of two or more directors not at the time parties to the proceeding; (iii) by special legal counsel selected by the Board of Directors or its committee in the manner prescribed in (i) (ii), or if a quorum of the Board of Directors cannot be obtained under (i) and a committee cannot be designated under (ii), selected by majority vote of the full Board of Directors (in which selection directors who are parties may participate); or (iv) by the shareholders, but shares owned by or voted under the control of the directors who are at the time parties to the proceeding may not be voted on the determination.

As a condition to any such right of indemnification, the Corporation may require that it be permitted to participate in the defense of any such action or proceeding through legal counsel designated by the Corporation and at the expense of the Corporation.

The Corporation may purchase and maintain insurance on behalf of any such persons whether or not the Corporation would have the power to indemnify such officers and directors against any liability under the laws of the State of Georgia. If any expenses or other amounts are paid by way of indemnification, other than by court order, action by shareholders or by an insurance carrier, the Corporation shall provide notice of such payment to the shareholders in accordance with the provisions of the laws of the State of Georgia.

The rights conferred herein shall not be exclusive of any other right to indemnification which any person may have or hereafter acquire under any statute, bylaw, agreement, contract, resolution of the Board of Directors or shareholders of the Corporation, or otherwise.

ARTICLE VII

Any action required or permitted to be taken at a shareholders' meeting may be taken without a meeting if the action is taken by all of the shareholders entitled to vote on the action, or by persons who would be entitled to vote at a meeting those shares having voting power to cast not less than the minimum number (or numbers, in the case of voting by groups) of votes that would be necessary to authorize or take such actions at a meeting at which all shares entitled to vote were present and voted. The action must be evidenced by one or more written consents describing the action taken, signed by shareholders entitled to take action without a meeting and delivered to the Corporation for inclusion in the minutes or filing with the corporate records. All voting shareholders of record who did not participate in taking the action shall be given written notice of the action not more than ten (10) days after the taking of action without a meeting.

ARTICLE VIII

Meetings of shareholders may be held within or without the State of Georgia, as the Bylaws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Georgia at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of the Corporation. The Board of Directors shall have concurrent power with the shareholders to adopt, amend, alter, change or repeal the Bylaws of the Corporation.

[Signature on following page]

IN WITNESS WHEREOF, the undersigned has executed these Amended and Restated Articles of Incorporation on November 15, 2010.

CPORT SOLUTIONS, INCORPORATED

Exhibit B

NOTE

[Please see attached]

THIS NOTE AND ANY SECURITIES ISSUABLE UPON THE CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE FEDERAL SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR UNDER THE SECURITIES LAWS OF ANY STATE. THIS NOTE HAS BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE OFFERED FOR SALE, HYPOTHECATED, SOLD, OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT WITH RESPECT TO THIS NOTE UNDER THE ACT AND ANY APPLICABLE STATE LAW OR THE AVAILABILITY OF AN EXEMPTION FROM REGISTRATION UNDER THE ACT AND ANY APPLICABLE STATE LAW. THIS NOTE HAS BEEN ISSUED OR SOLD IN RELIANCE ON PARAGRAPH (13) OF CODE SECTION 10-5-9 OF THE GEORGIA SECURITIES ACT OF 1973, AS AMENDED, AND MAY NOT BE SOLD OR TRANSFERRED EXCEPT IN A TRANSACTION THAT IS EXEMPT UNDER SUCH ACT OR PURSUANT TO AN EFFECTIVE REGISTRATION UNDER SUCH ACT.

4% CONVERTIBLE PROMISSORY NOTE

$500,000.00 — November __, 2010

Original Principal Amount — Atlanta, Georgia

FOR VALUE RECEIVED, CPort Solutions, Inc., a Georgia corporation ("Maker"), hereby promises to pay to BTM Ventures, LLC, a Delaware limited liability company ("Payee"; Payee and any other person who becomes a holder of this promissory note (the "Note") being referred to hereinafter as the "Holder"), the sum of Five Hundred Thousand and No/100 Dollars ($500,000.00), together with interest accrued thereon (as set forth herein), at Payee's address or at such other place as Payee may designate to Maker in writing, immediately upon the earlier to occur of (a) the Maker's receipt of Payee's written notice of repayment on or after April 30, 2011, (b) the consummation of a Change of Control (as defined in Section 1 hereof) or (c) the consummation of a Financing (as defined in Section 1 hereof) (each such date, a "Maturity Date"; provided, however, that with respect to clause (a), if the Maturity Date is not a Business Day (as defined in Section 1 hereof), such Maturity Date shall be the next succeeding Business Day). The unpaid principal amount actually outstanding under this Note shall bear interest at the rate of four percent (4%) per annum. Interest shall accrue daily and shall be payable on the Maturity Date. Payment shall be made in lawful tender of the United States and shall be credited first to any costs and expenses owed to Payee, then to accrued and unpaid interest and the remainder to outstanding principal. Interest shall be calculated on the basis of actual days elapsed over a 365-day year. Unless this Note shall have been converted in accordance with the terms of Section 4 hereof, the principal hereunder and all accrued and unpaid interest shall be paid in one installment, to be paid on the Maturity Date (as the same may be extended as set forth herein).

1. Definitions. Any capitalized term used in this Note and not otherwise defined herein shall have the meaning set forth below:

"Affiliate" will have the meaning ascribed to such term in Rule 12b-2 promulgated under the Exchange Act.

"Business Day" means any day other than Saturday and Sunday and any other day on which banking institutions in the State of Georgia are required or authorized by law to close.

"Change of Control" means either of the following:

(a) Any transaction or series of transactions pursuant to which Maker sells, transfers, leases, exchanges or disposes of substantially all (i.e., at least eighty-five percent (85%)) of its assets for cash or property, or for a combination of cash and property, or for other consideration; or

(b) Any transaction pursuant to which persons who are not current shareholders of Maker acquire by merger, consolidation, reorganization, division or other business combination or transaction, or by a purchase of, an interest in Maker so that after such transaction, the shareholders of Maker immediately prior to such transaction no longer have a controlling (i.e., 50% or more) voting interest in Maker. For the avoidance of doubt, a sale of capital stock of Maker that results in the shareholders of Maker immediately prior to such transaction no longer having a controlling (i.e., 50% or more) voting interest in Maker shall not be a Change of Control if the primary purpose of such sale is capital raising for Maker.

"Common Stock" means the common stock, **[$0.01 par value per share]**, of Maker.

"Events of Default" has the meaning set forth in Section 2 hereof.

"Fair Market Value" has the meaning set forth in Section 5(c) hereof.

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"Financing" means the next private round of equity (or debt convertible into equity) financing of Maker occurring after the date of this Note, pursuant to which Maker sells New Securities of Maker in a transaction resulting in gross proceeds to Maker in one or more related closings of such financing are at least $3,000,000, excluding the amounts raised by way of conversion of the Note, in connection with the Financing.

"Lien" means any mortgage, lien, deed of trust, charge, pledge, security interest or other encumbrance.

"Maturity Date" has the meaning set forth in the preamble hereof.

"New Financing Documents" has the meaning set forth in Section 5(a).

"New Securities" has the meaning set forth in Sectin 5 below.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, trust, or unincorporated organization, or a government or any agency or political subdivision thereof, or any other entity or business form.

"Securities Act" means the Securities Exchange Act of 1933 Act, as amended.

2. Events of Default; Remedies. In the event that Maker shall (a) fail to convert the principal amount of this Note for Common Stock (as defined below) within ten (10) days following either (i) receipt of Holder's notice of conversion pursuant to Section 5(d), or (ii) a Maturity Date occurring on April 30, 2011, in accordance with Section 5 hereof, (b) fail to pay the principal amount and/or accrued interest thereon when due under this Note whether at stated maturity, by acceleration or otherwise, (c) commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to it or its debts under the federal bankruptcy laws, as now constituted or hereafter amended, or

under any other bankruptcy, insolvency, or similar law now or hereafter in effect, (d) suffer the commencement of an involuntary case or other proceeding seeking liquidation, reorganization or other relief with respect to it or its debts under the federal bankruptcy laws, as now constituted or hereafter amended, or under any other bankruptcy, insolvency or similar law now or hereafter in effect, and such case or other proceeding shall not be vacated or dismissed within sixty (60) days after its commencement, (e) suffer the entry of an order for relief by any court having jurisdiction in the premises in any involuntary bankruptcy case under the federal bankruptcy laws, as now constituted or hereafter amended, (f) suspend business, or consent to or suffer a receiver, trustee, liquidator or custodian to be appointed for it or for all or a significant portion of any of their respective assets or affairs, (g) furnish or has furnished any representation, warranty or statement to the Holder in this Note that shall prove to have been false or misleading in any material respect when made or furnished, or (h) suffer an acceleration of any indebtedness for borrowed money; provided, however, that with respect to each default described in the foregoing clauses (b) and (g), Maker shall be afforded ten (10) calendar days after the earlier to occur of the receipt by Maker of notice of such default from the Holder or actual knowledge of such default by Maker in which to cure such default (each, an "Event of Default"), then the outstanding principal balance of this Note, together with all accrued interest, and any other obligations of Maker to the Holder shall be immediately due and payable all without notice, presentment, protest, demand, notice of dishonour or any other demand, requirement or notice whatsoever, all of which are hereby expressly waived by Maker and the obligations of the Holder under this Note shall thereupon terminate. Upon and after an Event of Default, the outstanding principal balance hereunder shall continue to bear interest at six percent (6%) per annum until repayment in full has been made to the Holder. The rights and remedies of the Payee to this Note and at law or in equity are cumulative and not alternative.

3. Prepayment. The outstanding principal balance of this Note, and accrued interest thereon, may be prepaid in whole or in part at any time, without premium or penalty, without the payment of unearned interest, and without the consent of the Holder; provided that Maker shall provide Holder not less than fifteen (15) days prior notice of its intent to prepay and prior to any prepayment, Holder shall be afforded the opportunity by Maker (during the period from Holder's receipt of Maker's notice and ending three days prior to the Conversion Closing Date (as defined in Section 5(d)(ii))) to convert this Note in accordance with Section 5 hereto. Maker shall not be liable hereunder for any further interest on any amounts so prepaid. All prepayments of this Note shall be applied first to costs and expenses owed to Payee, then to accrued and unpaid interest, and then to outstanding principal.

4. Certain Corporate Events. In the event of a Change of Control in which the Holder's conversion privilege is not exercised pursuant to Section 5(b) hereof, the terms of this Note shall be binding on the acquiring entity and Maker shall take reasonable steps to insure that the Note is assumed by the acquiring entity; provided that, if a Financing results in a Change of Control, this Note shall be subject to the repayment provisions set forth herein.

5. Conversion.

(a) Conversion Upon Financing. In the event that, in one transaction or in a series of transactions occurring following the date of this Note, Maker issues equity securities or debt securities convertible into equity securities (the "New Securities") in connection with a Financing (such Financing being with any acquirer of New Securities, including, without limitation, the Holder), then all of the principal amount of this Note plus accrued interest thereon shall, automatically and without any action by the Holder, be converted into shares of the New Securities in accordance with the terms of this Section 5. The principal and accrued interest amount of this Note shall be converted into New Securities at a conversion rate equal to the price per share for which Maker issues the New Securities minus ten percent (10%). For purposes of clarification only and not limitation, with respect to the conversion of this Note (or any portion thereof), the Holder shall receive New Securities with a value of $1.00 (which value

equals the sale price of such New Securities at the time of the Financing) in exchange for each $0.90 of principal amount and/or accrued interest. The shares issuable pursuant to conversion of this Note shall in all other respects be issued upon the same terms and conditions pursuant to which the New Securities are issued by Maker in such Financing, with the Holder being entitled to all of the related rights, privileges and obligations pertaining to the New Securities, including, without limitation, any obligations to execute documents or instruments with respect to rights or restrictions on the New Securities (collectively, the "New Financing Documents") as may be reasonably requested by Maker and applicable to holders of the New Securities in general.

(b) Change of Control. At the Holder's option, in the event of a Change of Control, Holder may convert all (but not less than all) of the outstanding principal amount of this Note, together with all accrued but unpaid interest thereon, to acquire that number of shares of Common Stock equal to such aggregate amount divided by $5,000,000.00 plus the amount of this Note and the amount of any similar Notes issued prior to the date of such conversion.

(c) Other Conversion. At the Holder's option, (i) in connection with Maker's prepayment of this Note in whole or in part in accordance with Section 2, Holder may convert this Note (or a portion hereof) to acquire that number of shares of Common Stock equal to the amount of the Note so converted divided by the Fair Market Value of the Common Stock minus ten percent (10%) of such Fair Market Value, or (ii) in connection with a Maturity Date occurring on April 30, 2011 and in lieu of satisfaction of this Note by repayment as described in the preamble hereof, Holder may convert all (but not less than all) of the outstanding principal amount of this Note, together with all accrued but unpaid interest thereon, to acquire that number of shares of Common Stock equal to such aggregate amount divided by the Fair Market Value minus ten percent (10%) of such Fair Market Value. For purposes of clarification only and not limitation of this Section 5(c), with respect to this Note (or any portion thereof to be converted), the Holder shall receive Common Stock with a value of $1.00 (which value equals the Fair Market Value of the Common Stock) in exchange for each $0.90 of principal amount and/or accrued interest. For purposes of this Note, "Fair Market Value" shall be determined as of the proposed date of conversion and shall mean (A) if the securities are then traded on a national securities exchange or the Nasdaq National Market (or a similar national quotation system), then the value shall be deemed to be the average of the closing prices of the securities on such exchange or system over the thirty (30) day period ending three (3) calendar days prior to the determination date, (B) if (A) above does not apply but the securities are actively traded over-the-counter, then the value shall be deemed to be the average of the closing bid prices over the thirty (30) day period ending three (3) calendar days prior to the determination date, and (C) if there is no active public market, then the value shall be the fair market value thereof, as determined in good faith by the board of directors of Maker after reasonable investigation and agreed to by the Holder in its reasonable business judgment. In the event the board of directors and the Holder cannot agree on the Fair Market Value within ten (10) Business Days of the determination of the Fair Market Value by the board of directors, then such disagreement shall be referred to a nationally recognized firm of independent certified public accountants or investment bankers (selected by mutual agreement of Maker and the Holder) (the "Settlement Party") and the determination of the Fair Market Value by the Settlement Party shall be final and not subject to further review, challenge or adjustment absent fraud.

(d) Notices of Conversion.

(i) In connection with a Financing, Maker shall deliver a written notice to the Holder no less than fifteen (15) calendar days prior to the proposed closing date of such Financing (the "Financing Closing Date"). Such notice shall be delivered to the address last shown in Maker's records for the Holder or given by the Holder to Maker for the purpose of notice, notifying the Holder of the terms of the Financing, the Financing Closing Date, that this Note shall be converted in accordance

with this Section 5 and calling upon such Holder to surrender to Maker, in the manner and at the place designated, the Note in exchange for payment of principal and interest accrued hereunder.

(ii) In the event of a conversion other than in connection with a Financing, the Holder shall deliver a written notice to Maker no less than three (3) calendar days prior to the proposed date of conversion (the "Conversion Closing Date") in accordance with Section 5(b) hereto notifying Maker of the conversion to be effected, specifying the terms of the conversion (including Holder's agreement with the determination of the Fair Market Value), the principal amount of the Note to be converted, the amount of accrued interest to be converted, the Conversion Closing Date and calling upon Maker to provide stock certificates representing the applicable number of shares of Common Stock to be delivered to the Holder upon surrender to Maker, in the manner and at the place designated, of the Note.

(e) Delivery of Stock Certificates. As promptly as practicable after the conversion of this Note, Maker, at its expense, will issue and deliver to the Holder of this Note a certificate or certificates for the number of full shares of New Securities or Common Stock, as applicable, issuable upon such conversion.

(f) Mechanics and Effect of Conversion. No fractional shares of New Securities or Common Stock, as applicable, shall be issued upon conversion of this Note. In lieu of Maker's issuing any fractional shares to the Holder upon the conversion of this Note, Maker shall pay to the Holder the amount of outstanding principal or accrued interest that is not so converted, such payment to be in the form as provided below. At its expense, Maker shall, as soon as practicable thereafter, issue and deliver to such Holder at such principal office a certificate or certificates for the number of shares of New Securities or Common Stock, as applicable, to which the Holder shall be entitled upon such conversion, together with any other securities and property to which the Holder is entitled upon such conversion pursuant to the terms of this Note, including a check payable to the Holder for any cash amounts payable as described above. Upon conversion of this Note for the full principal amount and accrued interest, Maker shall forever be released from all of its obligations and liabilities under this Note, except that Maker shall be obligated to pay the Holder, within ten (10) calendar days after the date of such conversion, any amount unpaid or unconverted in lieu of Maker's issuing any fractional shares, and no more.

6. Representations and Warranties.

(a) Maker's Representations and Warranties. Maker hereby represents and warrants to the Holder, as of the date hereof, that:

(i) Organization and Good Standing; Power and Authority; Qualifications. Maker (a) is a corporation duly organized, validly existing and in good standing under the laws of the State of Georgia, and (b) has all requisite corporate power and authority to own, lease and operate its properties, and to carry on its business as presently conducted and as presently proposed to be conducted. Maker has all requisite corporate power and authority to enter into and carry out the transactions contemplated by this Note.

(ii) Authorization of the Note. All corporate action on the part of Maker, its directors and its shareholders necessary for the authorization, execution, delivery and performance of this Note by Maker and the performance of Maker's obligations hereunder, have been taken prior to the date hereof. This Note constitutes the valid and binding obligation of Maker, enforceable in accordance with its terms, except (A) as limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws of general application affecting enforcement of creditors' rights, (B) general principles of equity that

restrict the availability of equitable remedies, and (C) to the extent that the enforceability of indemnification provisions may be limited by applicable laws. The New Securities or Common Stock, as applicable, when issued in compliance with the provisions of this Note and the New Financing Documents, will be validly issued, fully paid and nonassessable and free of any Liens. The issuance of this Note violates no preemptive rights or rights of first refusal, is issued in compliance with all applicable federal and state securities laws, and is free of any Liens, other than any Liens created by or imposed upon the holder through no action of Maker; provided, however, that this Note may be subject to restrictions on transfer under state and/or federal securities laws as set forth herein or as otherwise required by such laws at the time the transfer is proposed.

(iii) Capitalization.

(A) The capitalization of Maker immediately prior to the date hereof consists of **[5,000,000]** authorized shares of Common Stock, of which 5,000,000 shares are issued and outstanding. All of the outstanding shares of Common Stock have been duly authorized, and are fully paid and nonassessable.

(B) Other than (i) as contemplated by this Note, and (ii) that certain Shareholders' Agreement dated as of April 16, 2010, by and among Maker, the Payee, Louie P. Hicks II, J. Stephen Hufford, Michael Edmeades, Peter M. Muller, W. Jackson Houk, Laurence E. Sanders, Charles R. Trippe, David J. Kassens, Raymond M. Johnson and Randolph W. Salisbury (the "Shareholders' Agreement"), there are no outstanding options, warrants, rights or agreements for the purchase or acquisition from Maker or a shareholder thereof of any shares of its capital stock or any securities convertible into or ultimately exchangeable or exercisable for any shares of Maker's capital stock.

(C) The outstanding shares of capital stock of Maker have been duly authorized, validly issued and are fully paid and nonassessable. The New Securities and the Common Stock issuable upon conversion hereof (as applicable), when issued in accordance with the conversion of this Note, will be duly authorized, validly issued, fully paid and nonassessable, free and clear of all Liens or transfer or other restrictions, subject to any applicable restrictions on transfer or other restrictions as set forth in the New Financing Documents or in Maker's organizational documents (including the Shareholders' Agreement).

(iv) Offering. Assuming the accuracy of the representations and warranties of the Payee contained in Section 6(b) hereof, the offer, issuance and sale of this Note are and will be exempt from the registration and prospectus delivery requirements of the Securities Act, and have been registered or qualified (or are exempt from registration and qualification) under the registration, permit or qualification requirements of all applicable state securities laws. Neither Maker nor any agent on its behalf has solicited or will solicit any offers to sell or has offered to sell or will offer to sell all or any part of the Note to any person or persons so as to bring the sale of such Note by Maker within the registration provisions of the Securities Act or any state securities laws.

(v) Compliance with Laws; Permits. Maker is not in violation of any applicable statute, rule, regulation, order or restriction of any domestic or foreign government or any instrumentality or agency thereof in respect of the conduct of its business or the ownership of its properties which violation would materially and adversely affect the business, assets, liabilities, financial condition, operations or prospects of Maker. Maker has all franchises, permits, licenses and any similar authority necessary for the conduct of its business as now being conducted by it, the lack of which could materially and adversely affect the business, properties, prospects or financial condition of Maker.

(b) Payee's Representations and Warranties. Payee hereby represents and warrants to Maker, as of the date hereof, that:

(i) Organization and Good Standing; Power and Authority; Qualifications. The Payee (A) is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and (B) has all requisite limited liability company power and authority to own, lease and operate its properties, and to carry on its business as presently conducted and as presently proposed to be conducted. The Payee has all requisite limited liability company power and authority to enter into and carry out the transactions contemplated by this Note.

(ii) Authorization of the Note. The execution, delivery and performance of this Note has been duly authorized by all requisite limited liability company action on the part of the Payee, and constitutes a legal, valid and binding obligation of the Payee, enforceable against the Payee in accordance with its terms except to the extent that enforceability may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

(iii) Investment Representations.

(A) The Payee is acquiring this Note for its own account for investment only and not with a view to, or for resale in connection with, any distribution thereof within the meaning of the Securities Act.

(B) The Payee understands that this Note, and the securities issuable upon conversion or exercise thereof, as applicable, have not been registered under the Securities Act or applicable state securities laws, on the grounds that the sale provided for in this Note and the issuance of securities hereunder is exempt from registration under the Securities Act and applicable state securities laws, and that Maker's reliance on such exemption is predicated in part on the Payee's representations set forth herein.

(C) The Payee represents that it is experienced in evaluating early-stage companies such as Maker, is able to fend for itself in the transactions contemplated by this Note, has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its investment, and has the ability to bear the economic risks of its investment. The Payee represents that it is an "accredited investor" as defined by Rule 501(a) promulgated under the Securities Act. The Payee further represents that it has had access, during the course of the transactions and prior to its purchase of this Note, to all such information as it deemed necessary or appropriate (to the extent Maker possessed such information or could acquire it without unreasonable effort or expense) and that it has had, during the course of the transactions and prior to its purchase of this Note, the opportunity to ask questions of, and receive answers from, Maker concerning the terms and conditions of the offering and to obtain additional information (to the extent Maker possessed such information or could acquire it without unreasonable effort or expense) necessary to verify the accuracy of any information furnished to it or to which it had access. The foregoing, however, does not in any way limit or modify the representations or warranties made by Maker in Section 6(a) of this Note.

(D) The Payee acknowledges that this Note, and the securities issuable upon conversion or exercise thereof, as applicable, may not be sold, transferred or otherwise disposed of without registration under the Securities Act and applicable state securities laws or an exemption therefrom, and that, in the absence of an effective registration statement covering such securities or an available exemption from registration under the Securities Act and applicable state securities, this Note and the securities issuable upon conversion or exercise thereof, as applicable must be held indefinitely.

(E) The Payee agrees that in no event will it make a transfer or disposition of this Note or the securities issuable upon conversion or exercise thereof, as applicable, unless and until (I) the Payee shall have notified Maker of the proposed disposition and shall have furnished Maker with a statement of the circumstances surrounding the disposition, and (II) if such transfer is to other than an Affiliate of the Payee, and if requested by Maker, at the expense of such Payee or transferee, it shall have furnished to Maker an opinion of counsel, satisfactory to Maker, to the effect that such transfer may be made without registration under the Securities Act and applicable state securities laws.

(F) The Payee acknowledges that each of this Note, and the securities issuable upon conversion or exercise thereof, as applicable, will be endorsed with a legend substantially as follows:

> "THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES REPRESENTED HEREBY HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO DISTRIBUTION OR RESALE, AND MAY NOT BE SOLD, MORTGAGED, PLEDGED, HYPOTHECATED, ASSIGNED OR OTHERWISE TRANSFERRED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT FOR SUCH SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS, OR THE AVAILABILITY OF AN EXEMPTION FROM THE REGISTRATION PROVISIONS OF THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS, AS REPRESENTED BY AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY."

(iv) No Public Market. The Payee acknowledges that no public market now exists for either this Note or the securities into which such instrument is convertible into or exercisable for, and that there is no assurance that a public market will ever exist for such securities.

7. Miscellaneous.

(a) Waiver of Presentment; Amendment; Entire Agreement. Presentment for payment, demand, protest and notice of demand, notice of dishonor and notice of nonpayment and all other notices are hereby waived by Maker. No failure to accelerate the debt evidenced hereby by reason of an Event of Default hereunder, and no indulgence that may be granted from time to time, shall be construed (i) as a novation of this Note or as a reinstatement of the indebtedness evidenced hereby or as a waiver of such right of acceleration or of the right of the Holder thereafter to insist upon strict compliance with the terms of this Note, or (ii) to prevent the exercise of such right of acceleration or any other right granted hereunder or by the laws of the State of Georgia. No extension of the time for the payment of this Note shall operate to release, discharge, modify, change or affect the original liability of Maker under this Note, either in whole or in part, unless the Holder agrees otherwise in writing. This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. This Note constitutes the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all prior agreements and understandings with respect thereto, whether written or oral.

(b) No Waiver; Remedies Cumulative. None of the rights or remedies of the Holder are to be deemed waived or affected by failure to delay to exercise the same. All remedies conferred

upon the Holder by this Note or any other instrument or agreement shall be cumulative and none is exclusive, and such remedies may be exercised concurrently or consecutively at the Holder's option.

(c) Time of the Essence; Assignment. Time is of the essence of this Note. This Note is assignable by Holder. This Note is not assignable by Maker (except upon receiving the prior written consent of Holder) and any attempted assignment hereof shall be void and of no effect. Any provision of this Note may be amended, waived or modified upon the written consent of the Company and Holder. This Note shall be binding upon and inure to the benefit of the Maker's and Payee's respective heirs administrators, successors and permitted assigns.

(d) Notices. All notices, demands and other communications provided for hereunder shall be in writing and shall be deemed effective: (i) upon personal delivery to the party to be noticed; (ii) upon electronic confirmation when sent via facsimile or by electronic mail; (iii) one (1) Business Day after deposit with a nationally recognized overnight carrier, specifying next day delivery, with written verification of receipt. All communications and notices shall be sent as follows:

If to Maker, to:

CPORT Solutions, Incorporated
2160 Hills Avenue, Suite A
Atlanta, Georgia 30318
Attention: President
Facsimile: (678) 999-4768
Email: lhicks@cportsolutions.com

with a copy to:

Morris, Manning & Martin, LLP
1600 Atlanta Financial Center
3343 Peachtree Road, NE
Atlanta, Georgia 30326
Attention: Carl J. Erhardt, Esq.
Facsimile: (404) 365-9532
Email: cerhardt@mmmlaw.com

If to the Payee, to:

BTM Ventures, LLC
3 Glenlake Parkway
Atlanta, Georgia 30328
Attention: President, Corporate Development
Facsimile: (770) 677-8740
Email: buddyblaha@newellco.com

or to such other address as such party shall designate in writing in accordance with this Section 7(d).

(e) Governing Law. This Note shall be governed by and construed and interpreted in accordance with the laws of the State of Georgia, without regard to its conflicts of laws principles.

(f) Costs and Expenses. Maker agrees to pay any expenses incurred by Holder in the collection or enforcement of this Note or in the protection or defense of any of Holder's rights hereunder, including all costs, reasonable attorneys' and legal assistants' fees (including those incurred in trial, appellate, bankruptcy and administrative hearings or proceedings) in the event that Holder shall be obliged to resort to the courts or require the service of an attorney to collect under, or protect or defend its rights under, this Note, whether or not suit be brought hereunder.

(g) Lawful Rate of Interest. In no event shall any agreed or actual exaction charged, reserved or taken as an advance or forbearance by Holder as consideration for indebtedness evidenced by this Note exceed the limits (if any) imposed or provided by the law applicable from time to time to this Note for the use or detention of money or for forbearance in seeking its collection. In the event that the interest provisions of this Note shall result at any time or for any reason in an effective rate of interest that transcends the maximum interest rate permitted by applicable law (if any), then without further agreement or notice the obligation to be fulfilled shall be automatically reduced to such limit and all sums received by Holder in excess of those lawfully collectible as interest shall be applied against the principal of this Note immediately upon Holder's receipt thereof, with the same force and effect as though the payor had specifically designated such extra sums to be so applied to principal and Holder had agreed to accept such extra payment(s) as a premium-free prepayment or prepayments. Neither Maker nor any other party liable for the debt evidenced hereby shall have any action against Holder for any damages whatsoever arising out of the payment or collection of such excess interest.

(h) Execution in Counterparts. This Note may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement.

(i) Expenses. Each party shall bear its own expenses incident to the preparation, negotiation, execution and delivery of this Note.

(j) Further Assurances. Each party agrees and covenants that at any time and from time to time it will promptly execute and deliver to the other party hereto such further instruments and documents and take such further action as such other party may reasonably require in order to carry out the full intent and purpose of this Note.

IN WITNESS WHEREOF, Maker and the Payee have each duly executed this Note as of the day and year first above written.

MAKER:

CPORT SOLUTIONS, INC.

PAYEE:

BTM VENTURES, LLC