

**FIRST AMENDMENT TO  
THE SHAREHOLDERS' AGREEMENT  
OF  
CPORT SOLUTIONS, INCORPORATED**

**THIS FIRST AMENDMENT TO THE SHAREHOLDERS' AGREEMENT** (this "Amendment") is made and entered into as of April 28, 2011 (the "Effective Date"), by and among CPort Solutions, Incorporated, a Georgia corporation (the "Corporation"), and the all of the shareholders of the Corporation (the "Shareholders"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Agreement (as defined below).

**Recitals**

**WHEREAS**, the Corporation and the undersigned Shareholders are parties to that certain Shareholders' Agreement dated April 16, 2010 (the "Agreement");

**WHEREAS**, the Corporation and the undersigned Shareholders desire to modify and amend the Agreement as set forth herein;

**WHEREAS**, pursuant to Section 12.04 of the Agreement, no term of the Agreement may be amended or waived without the written agreement by all parties thereto; and

**WHEREAS**, the Corporation and the undersigned Shareholders are the only parties to the Agreement;

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the undersigned parties agree as follows:

I. Amendments.

(a) Article V of the Agreement hereby is amended by deleting Article V in its entirety and replacing it with the following:

**ARTICLE V**

**PREEMPTIVE RIGHTS**

**5.01 Subsequent Offerings.** Each Shareholder holding at least five percent (5%) of the then issued and outstanding Shares (each, a "***Preemptive Rights Shareholder***", and collectively, the "***Preemptive Rights Shareholders***") shall have a right of first refusal to purchase its pro rata share of all Equity Securities (as defined below) that the Corporation may, from time to time, propose to sell and issue after the date of this Agreement, other than the Equity Securities excluded by Section 5.05 hereof. For purposes of this Article V, each Preemptive Rights Shareholder's pro rata share is equal to the ratio of (a) the number of Shares that such Preemptive Rights Shareholder is deemed to hold immediately prior to the issuance of such Equity Securities to (b) the total number of shares of outstanding Common Stock of the Corporation (including all shares of Common Stock issued or issuable upon the exercise of any outstanding warrants, options or other convertible instruments) immediately prior to the issuance of the Equity Securities. The term "***Equity Securities***" shall mean (i) any Common Stock or other

security of the Corporation, (ii) any security convertible, with or without consideration, into any Common Stock or other security (including any option to purchase such a convertible security), (iii) any security carrying any warrant or right to subscribe to or purchase any Common Stock or other security or (iv) any such warrant or other similar right.

**5.02 Exercise of Rights.** If the Corporation proposes to issue any Equity Securities, it shall give the Preemptive Rights Shareholders written notice of its intention, describing the Equity Securities, the price and the terms and conditions upon which the Corporation proposes to issue the same (the "***Notice of Issue***"). Each Preemptive Rights Shareholder shall have ten (10) days from the giving of the Notice of Issue to agree to purchase its pro rata share of the Equity Securities for the price and upon the terms and conditions specified in the Notice of Issue by giving written notice to the Corporation and stating therein the quantity of Equity Securities to be purchased.

**5.03 Issuance of Equity Securities to Other Persons.** If the Preemptive Rights Shareholders fail to exercise in full the rights of first refusal in accordance with the terms set forth in Section 5.02 above, the Corporation may sell the Equity Securities in respect of which the Preemptive Rights Shareholder's rights were not exercised, at a price and upon general terms and conditions materially no more favorable to the purchasers thereof than specified in the Corporation's notice to the Preemptive Rights Shareholders pursuant to Section 5.02 hereof. All Equity Securities acquired pursuant to this Article V shall be subject to this Agreement, as may be amended from time-to-time, and all persons acquiring Equity Securities agree to execute the Joinder attached hereto as Exhibit A.

**5.04 Termination and Waiver of Rights of First Refusal.** The rights of first refusal established by this Article V shall not apply to, and shall terminate upon the earlier of (a) the effective date of the registration statement pertaining to the underwritten offer and sale of the Corporation's Common Stock, or (b)(i) any consolidation, stock exchange or merger of the Corporation with or into any other corporation or (ii) a sale of all or substantially all of the assets of the Corporation. The rights of first refusal established by this Article V may be amended, or any provision waived, with the written consent of Preemptive Rights Shareholders holding all of the then issued and outstanding Shares held by the Preemptive Rights Shareholders.

**5.05 Excluded Securities.** The rights of first refusal established by this Article V shall have no application to any of the following Equity Securities:

(a) shares of Common Stock (and/or options, warrants or other Common Stock purchase rights issued pursuant to such options, warrants or other rights) issued or to be issued after the date of this Agreement to employees, officers or directors of, or consultants or advisors to the Corporation or any subsidiary, pursuant to stock purchase or stock option plans or other arrangements that are approved by the Board of Directors;

(b) any Equity Securities issued for consideration other than cash pursuant to a merger, consolidation, acquisition or similar business combination approved by the Board of Directors;

(c) shares of Common Stock issued in connection with any stock split, stock dividend or recapitalization by the Corporation;



(d) any Equity Securities issued pursuant to any equipment leasing or loan arrangement, or debt financing from a bank or similar financial or lending institution approved by the Board of Directors; and

(e) any Equity Securities that are issued by the Corporation pursuant to a registration statement pertaining to the underwritten offer and sale of the Corporation's Common Stock.

(b) Section 12.04 of the Agreement hereby is amended by deleting Section 12.04 in its entirety and replacing it with the following:

**"12.04 Amendment & Waiver.**

(a) Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated, except by a written instrument signed by the Corporation and the Shareholders holding at least sixty percent (60%) of the then issued and outstanding Shares.

(b) Notwithstanding Section 12.04(a) above, (i) no term set forth in Article V may be amended or waived, except as set forth therein, and this Section 12.04(b)(i) may be amended, waived, discharged or terminated only by a written instrument signed by the Corporation and all of the Preemptive Rights Shareholders at the time of such amendment, waiver, discharge or termination; and (ii) no term set forth in Article VIII may be amended or waived, except as set forth therein, and this Section 12.04(b)(ii) may be amended, waived, discharged or terminated only by a written instrument signed by the Corporation and the Shareholders holding at least seventy-five percent (75%) of the then issued and outstanding Shares.

(c) No failure by either party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege."

2. Ratification. Except as expressly modified hereby, the Agreement shall remain unamended hereby and in full force and effect and hereby is ratified and confirmed by the parties hereto.


3. Effectiveness; Facsimile Signatures; Counterparts. This Amendment shall be effective upon the execution hereof of the holders of the requisite shares required to amend the Agreement as set forth in the recitals hereto. Facsimile signatures appearing hereon shall be deemed originals, and this Amendment may be executed in multiple counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

*(Signatures on next page.)*

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the Effective Date.

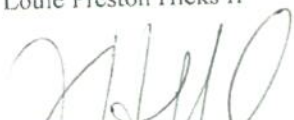
CORPORATION:

CPORT SOLUTIONS, INCORPORATED


By:   
Name: Louie Preston Hicks II  
Title: Chief Executive Officer

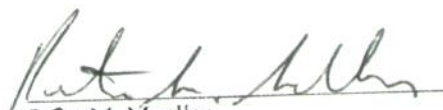
SHAREHOLDERS:


  
Louie Preston Hicks II

  
J. Stephen Hufford

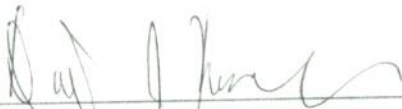
  
W. Jackson Houk

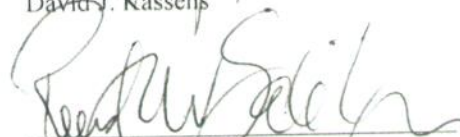
  
Michael Edmeades

  
Peter M. Mueller

  
Laurence E. Sanders

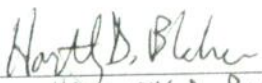
  
Charles R. Trippe

  
David J. Kassens

  
Randolph W. Salisbury

  
Raymond Johnson

**BTM VENTURES, LLC**

By:   
Name: HARTLEY D. BLUM  
Title: PRESIDENT - CORPORATE DEVELOPMENT