

THE SHARES OF STOCK EVIDENCED BY THIS CERTIFICATE ARE SUBJECT TO AND TRANSFERABLE ONLY IN ACCORDANCE WITH THAT CERTAIN SHAREHOLDERS' AGREEMENT, DATED AS OF APRIL 16, 2010, BY AND AMONG THE CORPORATION AND ITS SHAREHOLDERS ("THE SHAREHOLDERS' AGREEMENT"), A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE CORPORATION. NO TRANSFER OR PLEDGE OF THE SHARES OF STOCK EVIDENCED HEREBY MAY BE MADE EXCEPT IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF THE SHAREHOLDERS' AGREEMENT. BY ACCEPTANCE OF THIS CERTIFICATE, ANY HOLDER, TRANSFEREE OR PLEDGEE HEREOF AGREES TO BE BOUND BY ALL OF THE PROVISIONS OF THE SHAREHOLDERS' AGREEMENT.

April 16, 2010

C Port Solutions, Inc.
359 East Paces Ferry Rd.
Suite 300
Atlanta, GA 30305

Re: Share Subscription Agreement and Investment Letter

Gentlemen:

The undersigned hereby subscribes for Five Hundred Thousand (500,000) shares of Common Stock, no par value per share (the "Shares"), of C Port Solutions, Inc., a Georgia corporation (the "Corporation"), in consideration for the assets (including cash, physical assets and services rendered) shown on Exhibit "A" attached hereto.

Further, the undersigned hereby makes the following representations to and agreements with the Corporation in connection with the proposed offer and sale of the Shares:

1. The undersigned is a limited liability company organized under the laws of the State of Delaware, and maintains its principal place of business located at Three Glenlake Parkway, Atlanta, GA 30328. The acquisition of the Shares contemplated by this Agreement does not constitute a violation of the laws of such jurisdiction and is not part of an unlawful plan or scheme to evade the requirements of the Georgia Uniform Securities Act of 2008 as amended (the "Georgia Act").

2. The undersigned is acquiring the Shares for investment for his, her or its own account with no present intent to directly or indirectly resell, transfer, distribute or participate in a distribution of the Shares or any portion thereof. If the undersigned is a corporation, partnership, trust, or other form of business organization, the undersigned was not formed for the specific purpose of acquiring the Shares.

3. The undersigned is not acquiring the Shares based upon any representation, oral or written, by the Corporation or any representative of the Corporation with respect to the future value of, income from, or tax consequences relating to the Shares but rather upon an independent

examination and judgment as to the prospects of the Corporation. Further, the undersigned acknowledges that no federal or state administrative entity responsible for securities registration or enforcement has made any recommendation or endorsement of the Shares or any findings as to the fairness of an investment in the Shares.

4. To the extent that the undersigned believes necessary, the undersigned has been represented by a purchaser representative (who has been selected by the undersigned and who is not affiliated with or compensated by the Corporation or any of its affiliates) concerning this transaction. The undersigned and/or the undersigned's purchaser representative has sufficient knowledge and experience in business and financial matters to evaluate the Corporation, to evaluate the risk of an investment in the Corporation, to make an informed investment decision with respect thereto, and to protect the undersigned's interest in connection with the undersigned's subscription for the Shares.

5. The undersigned has received no general public solicitation or advertisement concerning an offer to sell the securities, but the undersigned and/or the undersigned's purchaser representative has received and reviewed such financial information and records of the Corporation as the undersigned and/or the undersigned's purchaser representative deemed necessary, and the Corporation has made available to the undersigned and/or the undersigned's purchaser representative the opportunity to ask questions of, and to receive answers from, representatives of the Corporation and to obtain additional information relative to the Corporation and the undersigned's investment therein to the extent the Corporation possesses such information or could acquire it without unreasonable effort or expense. All such materials and information requested by the undersigned and/or the undersigned's purchaser representative have been made available and examined by the undersigned and/or the undersigned's purchaser representative. THE UNDERSIGNED ACKNOWLEDGES THAT THE CORPORATION HAS LIMITED OPERATING HISTORY AS A RECENTLY FORMED ENTITY, HAS LIMITED REVENUES FROM OPERATIONS, AND CAN NOT BE CERTAIN OF THE AMOUNT IT MAY GENERATE, IF ANY, IN REVENUE IS THE NEAR FUTURE.

6. The undersigned understands and acknowledges that the Shares have not been registered for sale under the Securities Act of 1933, as amended (the "1933 Act"), the Georgia Act, or any applicable federal, state or foreign securities laws and that the Shares will be issued and sold by the Corporation in reliance upon exemptions from the registration requirements of such acts. Accordingly, the undersigned understands and agrees that for a period of at least one year from the date of issuance of the Shares, (i) stop-transfer instructions will be noted on the appropriate records of the Corporation and (ii) there will be maintained on the certificate(s) evidencing the Shares, or any substitutions therefor, a legend reading as follows:

THE SHARES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED FOR SALE UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), THE GEORGIA UNIFORM SECURITIES ACT OF 2008, AS AMENDED (THE "GEORGIA ACT"), OR ANY OTHER STATE SECURITIES LAWS (COLLECTIVELY, THE "STATE SECURITIES ACTS"), AND HAVE BEEN ISSUED AND SOLD IN RELIANCE UPON EXEMPTIONS FROM THE

REGISTRATION REQUIREMENTS OF SUCH ACTS, INCLUDING, BUT NOT NECESSARILY LIMITED TO, THE EXEMPTIONS CONTAINED IN SECTION 4(2) OF THE 1933 ACT AND SECTION 10-5-11(14) OF THE GEORGIA ACT. THE SHARES HAVE BEEN ACQUIRED FOR INVESTMENT ONLY AND MAY NOT BE SOLD, TRANSFERRED, PLEDGED OR OTHERWISE DISPOSED OF IN ANY MANNER EXCEPT (i) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT AND ANY APPLICABLE STATE SECURITIES ACTS; OR (ii) UPON THE ISSUANCE TO THE CORPORATION OF AN OPINION OF COUNSEL, OR THE SUBMISSION TO THE CORPORATION OF SUCH OTHER EVIDENCE, AS MAY BE SATISFACTORY TO THE CORPORATION THAT SUCH PROPOSED SALE, TRANSFER, PLEDGE OR OTHER DISPOSITION WILL NOT BE IN VIOLATION OF THE 1933 ACT AND ANY APPLICABLE STATE SECURITIES ACTS.

Any assignment or endorsement of the certificate(s) representing the Shares which is in violation of the restrictions on transfer provided above will not be recognized by the Corporation nor will any assignee or endorsee of such shares be recognized as the owner thereof by the Corporation.

The undersigned understands that the Corporation is under no obligation to register the Shares under the 1933 Act, the Georgia Act, or any other federal, state or foreign securities act or to take any other action necessary to comply with an available exemption or regulation under any such acts (including Rule 144 under the 1933 Act) in order to permit the undersigned to sell, transfer or otherwise dispose of the Shares. Accordingly, the undersigned recognizes that the Shares will not be freely transferable and understands and acknowledges that the undersigned must continue to bear the economic risk of the investment in the Shares for an indefinite period. Furthermore, the undersigned understands and agrees that the Corporation may refuse to permit the sale, transfer or disposal of the Shares unless such sale, transfer or disposition is made either (i) pursuant to an effective registration under (and in full compliance with) the applicable securities laws, or (ii) pursuant to valid and subsisting exemptions therefrom.

7. The undersigned can bear the economic risk of losing the undersigned's entire investment in the Shares. The undersigned's proposed investment in the Shares is not disproportionate to the undersigned's net worth. The undersigned has adequate means of providing for the undersigned's current needs and possible contingencies without regard to the undersigned's investment in the Shares, and the undersigned has no need for liquidity in the undersigned's investment in the Shares.

8. The undersigned understands and agrees that all representations and agreements made herein form, in part, the basis for the foregoing exemptions under the 1933 Act and the Georgia Act, and that in issuing the Shares the Corporation has relied on all representations and agreements of the undersigned contained herein. Acceptance by the undersigned of the certificate(s) representing the Shares shall constitute a confirmation by the undersigned that all

such representations and agreements remain true and correct as of the date of acceptance of such certificate(s) by the undersigned.

9. Simultaneous with, or prior to, the execution of this Agreement, the undersigned has conveyed to the Corporation the consideration shown on Exhibit "A" in full payment for the Shares, has executed and delivered a Joinder Agreement (in the form of Schedule "A" hereto) to the Shareholders Agreement (in the form of Exhibit "B" hereto) existent with respect to the Corporation common stock, pursuant to which Purchaser will agree to be bound to such Shareholders Agreement.

10. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Arbitrator shall be limited to an award of actual loss to a party arising directly from a breach of this Agreement, and shall not be permitted to award to either party its expense associated with the arbitration (including the expense of attorneys fees), it being the intent of the parties that each party shall bear its own costs in such arbitration, provided, however, that the arbitrator may award to the prevailing party the fees it has paid to the American Arbitration Association, including the initial filing fee, the case service fee, and the arbitrator's fee. The place of arbitration shall be Atlanta, Georgia. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written consent of both parties. This provision shall specifically survive termination of this Agreement, regardless of reason.

Very truly yours,

BTM Ventures, LLC
3 Glenlake Parkway
Atlanta, GA 30328
Subscriber Tax ID # _____

X: Hartley D. Blaha
By: HARTLEY D. BLAHA
Its: PRESIDENT - CORPORATE DEVELOPMENT

Accepted and agreed to as of
the 16th day of April, 2010.

C PORT SOLUTIONS, INC.

X: LP Hicks II
By: LOUIE P. HICKS II (LEE)
Its: CEO

EXHIBIT A

<u>Name</u>	<u>Number of Shares</u>	<u>Total Consideration</u>
BTM Ventures, LLC	500,000	\$500,000.00

EXHIBIT B

SHAREHOLDERS' AGREEMENT

THIS SHAREHOLDERS' AGREEMENT (this "*Agreement*") is made and entered into as of the 16th day of April, 2010, by and among C PORT SOLUTIONS, INC., a Georgia corporation (the "*Corporation*"), and the undersigned shareholders (referred to herein individually as the "*Shareholder*" and, collectively, the "*Shareholders*").

WITNESSETH:

WHEREAS, the Shareholders own all of the issued and outstanding shares of the common Share of the Corporation, no par value per share (the "*Share*");

WHEREAS, the Shareholders believe it to be in the best interests of the Shareholders and of the Corporation to ensure the continuity of harmonious management of the Corporation and the sound business performance thereof, by (i) restricting the Transfer (as defined below) of the Shareholders' shares of Share and to provide a method for the purchase of a Shareholder's shares of Share at such time as a Shareholder desires to Transfer his or her shares of Share and upon the occurrence of certain other events as specified herein, and (ii) addressing certain other matters relating to the governance of the Corporation; and

WHEREAS, the existing Shareholders as of the date of this Agreement and all future shareholders of the Corporation will become parties to this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Corporation and the Shareholders do hereby agree as follows:

ARTICLE I

RESTRICTIONS ON TRANSFER

1.01 General Restrictions. During the term of this Agreement, the Shareholders agree not to sell, assign, transfer, encumber, hypothecate, gift or otherwise dispose of any Shares now owned or hereafter acquired, whether voluntarily or involuntarily, by operation of law or otherwise (collectively, "*Transfer*"), in the Corporation, unless (i) such Transfer is made in accordance with the terms and conditions contained in this Agreement, and (ii) the proposed transferee of any such shares of Share or of any interest therein agrees in writing that he or she will receive and hold such shares of Share or interest therein subject to the provisions of this Agreement, substantially similar in form and substance to the Joinder to Shareholders' Agreement (the "*Joinder*") attached hereto as Schedule A.

1.02 Transfers in Violation of Agreement. Any attempted Transfer of any shares of Share or interests in the Corporation other than in accordance with the terms and conditions of this Agreement shall be null and void and the Corporation shall not (i) transfer on its books any

shares of Share or interests that shall have been sold or transferred in violation of any of the provisions set forth in this Agreement, and (ii) treat as owner of such shares, or accord the right to vote as such owner, or pay dividends to, any transferee to whom any such shares shall have been so transferred.

1.03 Resignation upon Transfer. In the event that the Shareholder sells, assigns or transfers all of his or her Shares pursuant to this Agreement, the Shareholder shall resign from the Corporation's Board of Directors and from any position as an officer of the Corporation.

1.04 Representations and Warranties of the Corporation. The Corporation represents and warrants to each Shareholder as follows:

(a) The Corporation is validly existing and in good standing under the laws of the State of Georgia. The Corporation has full corporate power and authority to enter into and perform its obligations under this Agreement. The execution and delivery by the Corporation of this Agreement and the performance by the Corporation of its obligations hereunder have been duly authorized and approved by all requisite corporate action. This Agreement has been duly executed and delivered by a duly authorized officer of the Corporation. Upon the issuance of Shares to Shareholders and the payment of consideration therefore, such Shares will be duly authorized, validly issued, fully paid and non-assessable.

(b) The execution, delivery and performance of this Agreement by the Corporation do not and shall not conflict with, violate or cause a breach of any of the terms or provisions of the Certificate of Incorporation or By-laws of the Corporation, or of any agreement, contract or instrument to which the Corporation is a party, or any judgment, order or decree to which the Corporation is subject.

(c) The authorized capital stock of the Corporation consists solely of 5,000,000 shares of Common Stock, no par value, on the date of this Agreement and the outstanding shares of Common Stock shall be owned by the Shareholders and in the numbers specified in Schedule 1.04 hereto upon consummation of the sale of such Shares under the various agreements pursuant to which such stockholders are acquiring such shares.

Except as set forth on Schedule 1.04 hereto, there are no outstanding options to purchase from the Corporation any capital stock of the Corporation, any securities convertible into or exchangeable for shares of such stock or any other commitments of any kind for the issuance of additional shares of capital stock or options.

ARTICLE II

RIGHT OF FIRST REFUSAL

2.01 Condition to Transfer. During the term of this Agreement, in the event any Shareholder (the "***Selling Shareholder***") proposes to Transfer any of his or her shares of Share (the "***Selling Shareholder's Shares***") pursuant to a bona fide offer (the "***Transfer Offer***") to or

by a third-party to purchase the Selling Shareholder's Shares, the Corporation and any other Shareholder (the "**Non-Selling Shareholders**") shall have a right to purchase, in whole or in part, the shares of Share that the Selling Shareholder proposes to transfer to such third party, other than to Permitted Transferees (as defined in Section 10.01 below), under the circumstances described herein (the "**Right of First Refusal**"). Upon receipt of the Transfer Offer, the Selling Shareholder shall give Transfer Notice (as defined below) of the Transfer Offer to the Corporation and to the Non-Selling Shareholders. As used herein, the term "**Notice**" shall mean a written document setting forth the action contemplated, which is sent by registered or certified mail, return receipt requested, to the best available address of the person to be notified. In the case of a Transfer Notice, such Notice shall contain complete details concerning the proposed purchase and a copy of the third party's offer.

2.02 Exercise of Right and Option by Corporation. In the event of the giving of the Transfer Notice as provided above, the Corporation shall have the right and option to purchase all, or a portion, of the Selling Shareholder's Shares proposed to be transferred. Such option shall be exercised by notice of election (the "**Election Notice**") to the Shareholders within thirty (30) days after the date of the postmarking of the Selling Shareholders' Transfer Notice (with such date of postmarking being hereinafter referred to as the "**Effective Date**"). The Election Notice shall state the number of the Selling Shareholder's Shares that the Corporation elects to purchase. If more than one Shareholder proposes to dispose of his or her shares of Share pursuant to a Transfer Offer and the Corporation elects to purchase less than all of the Selling Shareholders' Shares proposed to be transferred, the Corporation shall purchase such shares of the Share pro rata from each of the Selling Shareholders based on the ratio of the number of shares of Share that the Selling Shareholder owns to all of the Selling Shareholders' Shares proposed to be transferred. Should the Corporation elect to purchase less than all of the Selling Shareholders' Shares, such exercise shall not be effective unless and until the Non-Selling Shareholders timely elect to purchase the balance of such unpurchased Shares from the Selling Shareholders pursuant to Section 2.03 below.

2.03 Exercise of Option by Non-Selling Shareholders. Should the Corporation fail to exercise its Right of First Refusal within the thirty (30) day period, or should the Corporation elect to exercise its Right of First Refusal with respect to only a portion of the Selling Shareholders' Shares, the Non-Selling Shareholders shall have the option to purchase such unpurchased Selling Shareholders' Shares. If more than one Shareholder proposes to dispose of his or her shares of Share pursuant to a Transfer Offer, each Non-Selling Shareholder shall have the option to purchase a portion of the unpurchased Selling Shareholders' Shares based on the ratio of the number of shares of Share each Non-Selling Shareholder then owns to the total number of shares of Share owned by the Non-Selling Shareholders. Such option shall be exercised by Election Notices from the Non-Selling Shareholders to the Selling Shareholders within ten (10) days after the earlier of (i) thirty (30) days after the Effective Date of the Transfer Notice by the Selling Shareholders, or (ii) Election Notice by the Corporation to the Selling Shareholders of its election not to purchase all or a portion of the Selling Shareholders' Shares.

2.04 Additional Options of Non-Selling Shareholders. In the event that one or more of the Non-Selling Shareholders declines to commit to purchase all of the Selling Shareholders' Shares that he or she has an option to purchase pursuant to Section 2.03, then each Non-Selling

Shareholder who exercised his or her option to purchase all of the unpurchased Selling Shareholders' Shares he or she was entitled to purchase (the "***Purchasing Shareholder***") pursuant to Section 2.03 shall have an additional option to purchase a portion of such remaining unpurchased Shares based on the ratio of the total number of shares of Share owned by the Purchasing Shareholder to the total number of shares of Share owned by all Purchasing Shareholders. Such option shall be exercised by Notice from each Purchasing Shareholder to the Selling Shareholders within ten (10) days after the end of the initial ten (10) day option period set forth in Section 2.03. This procedure shall be repeated until all of the Selling Shareholders' Shares have been purchased or until all the Purchasing Shareholders have declined to exercise their Rights of First Refusal or Rights of Co-Sale (as described in Article III below).

2.05 Purchase Price. The purchase price per share of Share shall be the per share purchase price stated in the Transfer Offer and in the Notice by the Selling Shareholder to the Corporation and the Non-Selling Shareholders. The purchase of the Selling Shareholder's Shares shall be on the terms and conditions stated in the Transfer Offer. The purchase, sale and transfer of the Selling Shareholder's Shares shall take place on a date fixed by the purchaser which must be a date within ten (10) days of the complete exercise of the options by the Non-Selling Shareholders and/or the Corporation to purchase all of the Selling Shareholders' Shares.

2.06 Failure to Exercise Timely. If the Corporation and the Non-Selling Shareholders fail to exercise timely their options to purchase all (but not less than all) of the Selling Shareholder's Shares, the Selling Shareholders shall be free to transfer all such shares of Share to the third party who made the Transfer Offer, subject to the Right of Co-Sale, at the price per share and on the terms and conditions stated in the Transfer Offer. In the event that such sale is not consummated within one hundred twenty (120) days of the Effective Date of the original Transfer Notice by the Selling Shareholder, then such Selling Shareholder's Shares shall remain subject to the terms of this Agreement and the Selling Shareholder must again comply with the procedure set forth in this Article II before transferring any shares of Share to any third party.

2.07 Transferee Acceptance of this Agreement. Notwithstanding anything in this Article II to the contrary, no Shareholder may Transfer his or her shares, and the Corporation shall not be required to register such Transfer, unless the purchaser of the Selling Shareholder's Shares agrees in writing to become a party to this Agreement by executing the Joinder attached hereto as Schedule A.

ARTICLE III RIGHT OF CO-SALE

3.01 Grant of Right of Co-Sale. Each of the Shareholders who elects not to exercise the Right of First Refusal pursuant to Article II above (collectively, the "***Remaining Shareholders***") shall have a right of co-sale with respect to the Share (the "***Right of Co-Sale***"); *provided, however*, that such Remaining Shareholders shall first fully comply with the requirements of Article II above and offers his or her shares of Share to the Corporation and the Non-Selling Shareholders upon the terms and conditions specified in the original Transfer Notice.

3.02 Exercise of Right of Co-Sale. The Right of Co-Sale shall entitle the Remaining Shareholders described in Section 3.01 above to cause the Selling Shareholder to include in the Transfer Offer described in the Transfer Notice, in substitution for an equal number of the Selling Shareholder's Shares, a number of shares of the Share held by such Remaining Shareholder equal to that Remaining Shareholders' Co-Sale Number (as defined below) on the terms and conditions (including price per share) set forth in the Transfer Notice (such shares are collectively referred to herein as the "**Co-Sale Shares**"). Such Remaining Shareholder may exercise its Right of Co-Sale by delivering to the Selling Shareholder and the Corporation Notice of such election within ten (10) days following the exhaustion of the procedure described in Section 2.04 above.

As used herein, the term "**Co-Sale Number**" means, with respect to a particular Remaining Shareholder that desires to exercise the Right of Co-Sale, the number of shares of Share equal to the product obtained by multiplying (i) the aggregate number of the Selling Shareholder's Shares by (ii) a fraction, the numerator of which is the number of shares of Share held by such Remaining Shareholder at the time of the Transfer, and the denominator of which is the total number of shares of Share owned by the Selling Shareholder and the Remaining Shareholders at the time of the Transfer. Should any Remaining Shareholder determine not to exercise its Right of Co-Sale, or exercise such right only in part, then, unless none of the Remaining Shareholders exercised such right, the Selling Shareholder shall give notice of such determination not to exercise the Right of Co-Sale to the Remaining Shareholders who did exercise in full (the "**Participating Shareholders**"). Such notice may be made by telephone if confirmed in writing within two (2) days by the Remaining Shareholder who elected not to exercise its right of Co-Sale or determined to exercise the Right of Co-Sale only in part. The Participating Shareholders shall have five (5) days from the date such notice was given to sell their pro rata shares of the unsold portion. For purposes of this Section 3.02, a Participating Shareholder's pro rata share of the unsold portion shall be equal to the product obtained by multiplying (x) the number of Selling Shareholder's Shares as to which the Remaining Shareholders forfeited their Right of Co-Sale by (y) a fraction, the numerator of which will be the number of shares of the Share held contingent on the closing of the sale to the proposed transferee(s) by such Participating Shareholder, and the denominator of which will be the total number of shares of Share held (or that will be so held) by such Participating Shareholder and the Selling Shareholder. The exercise or non-exercise of the Right of Co-Sale hereunder shall not adversely affect the right of any Remaining Shareholder to participate in subsequent sales of the Co-Sale Shares to which such right is granted pursuant to Section 3.01 hereof.

3.03 Closing of Sales. A Participating Shareholder and the Remaining Shareholders who exercised their Right of Co-Sale only in part (collectively, the "**Co-Selling Shareholders**") may sell its Co-Sale Shares to the proposed transferee(s), and the Selling Shareholder may sell such portion of the Selling Shareholder's Shares as remains after exercise by the Co-Selling Shareholders of their Right of Co-Sale, on the terms and conditions otherwise described in the Transfer Notice. The closing of such purchase and sale of the Selling Shareholder's Shares and the Co-Sale Shares to such proposed transferee shall be held simultaneously at such place and at such date and time as determined pursuant to Section 2.05, in the event the Right of First Refusal is exercised, or as agreed upon by the Co-Selling Shareholders and the proposed transferee(s).

should the Right of First Refusal not be exercised. Such closing shall take place not more than one hundred twenty (120) days following delivery of the Transfer Notice. At such closing, the Selling Shareholder shall remit or cause to be remitted to each Co-Selling Shareholder exercising the Right of Co-Sale that portion of the sale proceeds to which such Co-Selling Shareholder is entitled by reason of the Co-Selling Shareholder's exercise of its Right of Co-Sale. To the extent that any prospective purchaser, or purchasers, prohibit such assignment or otherwise refuse to purchase Co-Sale Shares from a Co-Selling Shareholder, the Selling Shareholder shall not sell to such prospective purchaser or purchasers any of the Selling Shareholder's Shares unless and until, simultaneously with such sale, the Selling Shareholder shall purchase such Co-Sale Shares from such Co-Selling Shareholder at the price specified in the Transfer Notice. Any proposed Transfer on terms or conditions differing materially from those described in the Transfer Notice, as well as any proposed Transfer by the Selling Shareholder after expiration of such one hundred twenty (120) day period, shall again require compliance by the Selling Shareholder with the procedures described in Articles II and III hereof.

ARTICLE IV

OPTIONS UPON DISABLING EVENT

4.01 Definitions. The term "**Disabling Event**" shall include (i) the bankruptcy or adjudication of insolvency of any Shareholder or the appointment of a trustee in bankruptcy, receiver or other officer in connection with any other court proceeding, (ii) any seizure under levy or attachment or execution, (iii) any transfer pursuant to a decree of divorce or an agreement of separation, and (iv) any transfer to a state or to a public office or agency pursuant to any statute pertaining to escheat or abandoned property. Any Shareholder who is the subject of any such Disabling Event is referred to herein as the "**Disabled Shareholder.**" Notwithstanding anything contained in this Agreement, the term Disabling Event shall not include (i) death, (ii) disability (a physical or mental disability which prevents a Shareholder from actively engaging in the business of the Corporation and which physical or mental disability exists for a period of time in excess of six (6) months), or (iii) adjudication of incompetency of any Shareholder.

4.02 Options to Purchase by the Corporation and the Shareholders. Within sixty (60) days of the occurrence of any Disabling Event, the Corporation shall have the right and option (but not the obligation) to purchase all, or a portion of, the shares of Share of the Disabled Shareholder. In the event the Corporation fails to exercise the option to purchase all of the Disabled Shareholder's Share, the Shareholders shall have the option to purchase all, but not less than all, of the remaining Share of the Disabled Shareholder for an additional thirty (30) day period. Each Shareholder shall have the right to purchase a portion of the unpurchased shares of Share based on the ratio of the shares of Share he or she (and his or her transferees) then owns to the total number of shares of Share owned by all of the Shareholders. In the event any of the Shareholders elects not to purchase the Disabled Shareholder's Share, the other Shareholders may then purchase pro rata such Share that would have been available for purchase by the Shareholder electing not to purchase.

4.03 Purchase Price. The purchase price for the shares of Share purchased pursuant to the terms of this Article IV shall be the price shown on Schedule B, as amended from time to time, which is attached hereto and made a part hereof. Such prices may be periodically revised

by unanimous consent of the parties hereto who then hold (or their transferees who hold) shares of Share, evidenced by a Shareholder resolution signed by all Shareholders and included in the minute book of the Corporation. Such prices agreed to by the parties hereto are binding on transferees of each Shareholder.

4.04 Exercise of Option and Payment. The option granted pursuant to this Article IV shall be exercisable by the Corporation or Shareholders by Notice to the Disabled Shareholder or his or her representatives. The closing of the acquisition of the shares of Share of such Disabled Shareholder shall occur within thirty (30) days after receipt of notice exercising the option. The exercise of the right of the Corporation and/or the Shareholders to purchase such shares of Share shall not be effective unless and until the right to purchase all of the shares is timely exercised by the Corporation and/or Shareholders. The purchase price of the shares shall be paid in cash or immediately available funds.

ARTICLE V PREEMPTIVE RIGHTS

Each Shareholder shall have the preemptive right to acquire the same proportionate share of ownership then held by such Shareholder in the Corporation in any new Share issue of the Corporation which would alter the respective interests among the Shareholder group existing as of the date of this Agreement. Such preemptive right must be exercised within thirty (30) days of notice from the Corporation of any new Share issue (the "*Notice of Issue*"), which shall state the nature of the preemptive right and directions for its exercise. The preemptive right shall terminate with respect to the shares described in the Notice of Issue following the expiration of the thirty (30) day period. Each Shareholder exercising its preemptive right shall tender the same consideration per share as is tendered by the other purchasers in such new Share issue. All shares acquired pursuant to this Article IV shall be subject to a shareholders agreement substantially similar to this Agreement, and all Shareholders agree to execute the Joinder attached hereto as Schedule A.

ARTICLE VI BUY-SELL PROVISIONS

6.01 Buy-Sell Procedure. Notwithstanding anything contained in this Agreement, in the event that any of the Shareholders shall desire to purchase the shares of any of the other Shareholders, then such Shareholder (each an "*Offering Shareholder*") may commence the "Buy-Sell" procedure set forth in this Article VI.

6.02 Manner of Offer. The Offering Shareholder shall establish a price per share for the shares of Share at which he or she would be willing to sell all of his or her Share (the "*Offering Shareholders' Shares*") or purchase all of the Share of the other Shareholders (the "*Offerees*"), and convey the terms of such purchase or sale in writing (the "*Offer Notice*") to the other Shareholders. The Offer Notice submitted by the Offering Shareholder shall be irrevocable for a period of thirty (30) days.

6.03 Option of Remaining Shareholders to Buy or Sell. The Offerees, based upon the Offer, shall have the option to determine within said thirty (30) day period whether to purchase all of the Offering Shareholder's Shares or to sell all of the Offeree's shares of Share to the Offering Shareholder at the purchase price stated in the Offer Notice (the "**Purchase Price**"). If more than one Offeree determines to purchase or sell his or her shares of Share pursuant to the Offer Notice, each Offeree shall have the option to purchase the Offering Shareholder's Shares or sell the Offeree's shares of Share to the Offering Shareholder, as the case may be, based on the ratio of the number of shares each Offeree then owns to the total number of shares of Share owned by the Offerees. If any of the Offerees does not make a determination to buy or sell within said thirty (30) day period, then the Offering Shareholder may make the determination to buy all of the Offeree's Share, and such determination shall be binding upon such Offeree.

6.04 Closing. The closing of the purchase or sale under this Article VI (the "**Closing**") shall take place within ten (10) days of receipt of Notice by the appropriate Shareholder of the determination to purchase or sell, as the case may be, at the principal office of the Corporation. The purchasing Shareholder (the "**Purchaser**") shall pay the Purchase Price in cash or immediately available funds at the Closing. At the Closing, the selling Shareholder (the "**Seller**") shall deliver to the Purchaser the certificate or certificates representing the Share, duly endorsed, and accompanied by all documents necessary to effect the transfer.

6.05 Employee Shareholders & Terminated Employment.

(a) Shareholders who are employees of the Corporation ("Employee(s)") grant the right to the Corporation to repurchase all or a portion of the Shares on the terms and conditions set forth in this Section (the "Repurchase Option") if Employee should cease to be employed by the Corporation for any reason, or no reason, including without limitation Employee's voluntary resignation or termination by the Corporation with or without cause.

(b) Nothing in this Agreement shall be construed to limit or otherwise affect in any manner whatsoever the right or power of the Corporation to terminate Employee's employment or association with the Corporation at any time, for any reason or no reason, with or without cause. For purposes of this Agreement, Employee shall be considered to be employed by the Corporation or associated with the Corporation if Employee is an officer, director or full-time employee of the Corporation or any parent or wholly owned subsidiary of the Corporation or if the Board of Directors determines that Employee is rendering substantial services as a part-time employee, consultant, contractor or advisor to the Corporation or any parent or wholly owned subsidiary of the Corporation. The Board of Directors of the Corporation shall have discretion to determine whether Employee has ceased to be employed by or associated with the Corporation or any parent or subsidiary and the effective date on which such employment or association is terminated (the "Termination Date").

(c) At any time within ninety (90) days after the Termination Date, the Corporation may elect to repurchase any or all of the Shares by giving Employee written notice of exercise of the Repurchase Option.

(d) In the event Employee's employment with the Corporation terminates as a result of (1) the termination of Employee's employment by the Corporation "without cause", or (2) Employee's resignation from employment with the Corporation, the Corporation or its assignee shall have the option to repurchase from Employee (or from Employee's personal representative as the case may be) any or all of the Shares at a price equal to the then current fair market value of such Shares as of the last day of calendar month within which the Termination Date occurs. For purposes of this provision, "then current fair market value" of the Shares shall be determined in the discretion of the Board of Directors in good faith. In the event Employee objects to the "then current fair market value" agreed upon by the Board of Directors, then Employee may have an independent appraisal conducted, which shall be completed within thirty (30) days after the date of receipt of the Board of Directors determination of fair market value. The independent appraisal shall be conducted at the Employee's expense if the resulting valuation is twenty-five percent (25%) or higher than the Board of Directors' valuation. If the Corporation does not object to the determination of such independent appraiser within five (5) days after receipt of such appraisal, then the purchase price shall be as determined by the independent appraiser. In the event the Corporation disputes the independent appraiser's findings, the Corporation and Employee shall jointly select another independent appraiser within thirty (30) days after receipt of the independent appraisal received by Employee. The second independent appraisal shall be completed within thirty (30) days after the selection of such appraiser. The purchase price for the Shares shall then be the average of the price per share of the "fair market value" agreed to by the Board and the two appraisals. If the second appraiser is not selected for any reason within the time period set forth above, the purchase price shall be established by binding arbitration by and pursuant to the rules and procedures of the American Arbitration Association.

(e) In the event Employee's employment with the Corporation terminates as result of termination of Employee's employment or association by the Corporation "with cause" (as defined below), the Corporation or its assignee shall have the option to repurchase from Employee (or from Employee's personal representative as the case may be) any or all of the Shares at a price equal to Fifty Percent (50%) of the fair market value of the Shares on the last day of the calendar month of the Termination Date. Fair market value shall be determined by the Board of Directors of the Corporation. For purposes of this Section 6.05 "with cause" shall mean conduct amounting to (a) fraud or dishonesty against the Corporation, (b) Employee's willful misconduct, repeated refusal to follow the reasonable directions of the President and the Board of Directors, or knowing violation of law in the course of performance of the duties of Employee's employment with the Corporation, (c) repeated absences from work without a reasonable excuse, (d) repeated intoxication with alcohol or drugs while on the Corporation's premises during regular business hours, (e) a conviction or plea of guilty or nolo contendere to a felony or a crime involving dishonesty, or (f) a breach or violation of the terms of any employment or other agreement to which Employee and the Corporation are party.

(f) The repurchase price shall be payable, at the option of the Corporation or its assignee, by (i) check, (ii) by cancellation of all or a portion of any outstanding indebtedness of Employee to the Corporation or such assignee, (iii) if agreed to by Employee at the time of purchase, by delivery of an unsecured installment promissory note of the Corporation payable in equal annual installments over a two (2) year period, bearing interest at the rate of interest announced from time to time in the Wall Street Journal, as the prime rate, base rate or reference

rate per annum as of the date of the installment note, from the date of repurchase, which may be prepaid at any time and from time to time, in whole or in part, without penalty or (iv) any combination of the above.

ARTICLE VII INDEMNIFICATION

7.01 Indemnifying Shareholders. Each Shareholder (the “*Indemnifying Shareholder*”) hereby agrees to indemnify, reimburse, defend and hold the other Shareholders and their attorneys, agents, assigns, servants and employees (each an “*Indemnitee*” and collectively, “*Indemnitees*”) harmless from and against any and all claims, losses, liabilities (including, but not limited to, strict liability in tort), obligations, demand, suits, judgments, settlements, causes of action, legal proceedings, penalties, fines, and other sanctions and costs and expenses, including, but not limited to, legal and investigative fees and expenses in connection therewith, which may result from or grow to arise in any manner out of the Indemnifying Shareholder’s prior ownership or involvement in any corporation, partnership, association, limited liability company, trust, or any other entity or organization.

An Indemnitee shall give the Indemnifying Shareholder prompt notice of any matter for which indemnity under this Article VII is sought; *however*, the failure to give the Indemnifying Shareholder prompt notice shall not relieve the Indemnifying Shareholder from its obligations hereunder unless such failure materially impairs the ability of the Indemnifying Shareholder to defend such claim. The Indemnifying Shareholder shall have the right to control the defense and settlement thereof with the consent of the Indemnitee, and so long as the Indemnitee is held harmless with respect thereto and has no reasonable objection to counsel selected by the Indemnifying Shareholder.

In the event the Indemnifying Shareholder does not fulfill its obligations to the Indemnitees under this Article VII and the Indemnitees commence and prevail in an action against the Indemnifying Shareholder, the Indemnitees shall be entitled to recover all costs incurred therewith, including, but not limited to reasonable attorneys’ fees.

7.02 Board Of Directors. To the extent allowable under applicable law, and excluding acts and omissions by a director that are outside of the scope of the official duties of a director or are dishonest, fraudulent or illegal, each member of the Board of Directors shall be indemnified and held harmless by the Corporation from any loss, cost, liability, or expense arising from or relating to the Corporation that may be imposed upon or reasonably incurred by such member in connection with or resulting from any claim, action, suit or proceeding to which he or she may be a party or in which he or she may be involved by reason of any action or failure to act in their capacity as a director and against and from any and all amounts paid by him or her in satisfaction of judgment in such action, suit, or proceeding against him or her *provided* he or she gives the Corporation an opportunity, at its own expense, to handle and defend the same before he or she undertakes to handle and defend it on his or her own behalf. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such persons may be entitled under the Corporation's Certificate of Incorporation or By-Laws, as a matter of law, or otherwise, or any power that the Corporation may have to indemnify them or hold them harmless.

ARTICLE VIII COVENANTS

6.01 Supermajority Voting Requirements. In addition to any other vote of the Shareholders required by law or by the Corporation's Amended and Restated Articles of Incorporation (the "*Articles of Incorporation*"), the Corporation and the Shareholders hereby covenant and agree that a vote of not less than seventy-five percent (75%) of the issued and outstanding shares of Share will be required to effect any of the following:

(a) to amend, alter or repeal any provision of, or add any provision to, the Corporation's Articles of Incorporation or Bylaws, or file any certificate of designations, preferences, limitations and relative rights of any series of Share, or any action which would adversely alter or change the preferences, rights, privileges or powers of, or restrictions provided for the benefit of the Shareholders; regardless of whether any such action shall be by means of amendment to the Articles of Incorporation or by merger, consolidation or otherwise;

(b) to effect any reclassification or other change of Share, or any recapitalization or any dissolution, liquidation or winding-up of the Corporation;

(c) to create or authorize the creation of any series of Share with rights *pari passu* or superior to the Share, regardless of whether any such creation, authorization or increase shall be by means of amendment to the Articles of Incorporation, or by merger, consolidation or otherwise;

(d) to increase or decrease the authorized number of shares of the Share or any other class of capital Share;

(e) to grant or award any registration rights, anti-dilution rights, pre-emptive rights or redemption rights which are in *pari passu* or superior to those rights held by the holders of Share;

(f) to sell, lease, assign, transfer or otherwise dispose of (whether in one transaction or in a series of transactions) all or a substantial part of the Corporation's assets to any party. For purposes of this Article VIII, the term "*substantial part*" means assets having a sale price or book value (whichever is greater) equal to or greater than 25% or more of the fair market value of the Corporation's assets;

(g) to consolidate or merge with any entity; or

(h) to amend the provisions of this Article VIII.

6.02 Board of Directors. At all times during the term of this Agreement and so long as BTM Ventures, LLC or its affiliate owns at least five (5) percent of the issued and outstanding Shares as a Shareholder of the Corporation, each Shareholder shall vote their Shares and take all other necessary or desirable actions within such Shareholder's control or power (including

attendance at meetings in person or by proxy for purposes of obtaining a quorum and execution of written consents in lieu of meetings) to cause the Board of Directors to include as a member one (1) individual designated by BTM Ventures, LLC or one of its affiliates.

6.03 Non-Compete

(a) During the Restriction Period, Louie P. Hicks II ("Hicks"), shall not, directly or indirectly, or through any affiliate, anywhere in the world, (i) engage in or own another business that engages in the Business (a "Competing Business") or (ii) manage, operate, finance, invest in, control, advise, personally render services to or guarantee the obligations of any Competing Business. The "Restriction Period" shall mean the period of time during which Hicks, or his Permitted Transferee, owns at least fifteen percent (15%) of the issued and outstanding Shares as a Shareholder of the Corporation or Hicks is the Chief Executive Officer and President of the Corporation and for twelve (12) months thereafter. The term "Business" shall mean the sale or provision of mobile interactive white-board products that include collaboration solutions that converge the use of HD video, web conferencing, and audio conferencing with interactive white-boarding. Notwithstanding anything in this Section 6.03(a) to the contrary, Hicks may purchase or otherwise acquire up to two (2) percent of any class of publicly-traded securities of any other company.

(b) The restrictive covenants contained in this Section 6.03 are independent of any other provision of this Agreement and the existence of any claim that the Corporation and Hicks may allege against the other, whether based on this Agreement or otherwise, shall not prevent the enforcement of this covenant. Hicks agrees that the remedies at law for any breach or threat of breach of the provisions of this Section 6.03 may be inadequate, and that the Corporation shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Section 6.03 and to enforce specifically the terms and provisions hereof, in addition to any other remedy to which it may be entitled at law or equity.

(c) As indicated in Section 12.11, the provisions contained in this Section 6.03 restricting the competition activities of Hicks shall be deemed divisible, so that if any provision contained in this Section 6.03 is determined to be invalid or unenforceable under legal or equity principles, that provision shall be deemed modified so as to be valid and enforceable to the full extent lawfully permitted.

ARTICLE IX LEGEND ON CERTIFICATES

Upon execution of this Agreement, the parties hereto shall cause the outstanding certificates representing the Share of the Corporation to be endorsed as follows:

"THE SHARES OF STOCK EVIDENCED BY THIS CERTIFICATE
ARE SUBJECT TO AND TRANSFERABLE ONLY IN ACCORDANCE
WITH THAT CERTAIN SHAREHOLDERS' AGREEMENT, DATED

AS OF APRIL 16, 2010, BY AND AMONG THE CORPORATION AND ITS SHAREHOLDERS ("THE SHAREHOLDERS' AGREEMENT"), A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THE CORPORATION. NO TRANSFER OR PLEDGE OF THE SHARES OF STOCK EVIDENCED HEREBY MAY BE MADE EXCEPT IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF THE SHAREHOLDERS' AGREEMENT. BY ACCEPTANCE OF THIS CERTIFICATE, ANY HOLDER, TRANSFEREE OR PLEDGEE HEREOF AGREES TO BE BOUND BY ALL OF THE PROVISIONS OF THE SHAREHOLDERS' AGREEMENT."

ARTICLE X AGREEMENT'S APPLICATION TO TRANSFEREES

10.01 Permitted Transferees. Neither the Right of First Refusal described in Article II hereof, the Right of Co-Sale described in Article III hereof nor the preemptive rights described in Article V hereof shall apply to (i) any pledge of shares of Share made pursuant to a *bona fide* loan transaction that creates a security interest in the Share of the Corporation, (ii) any transfer of shares of Share by gift or bequest or through inheritance to, or for the benefit of, any ancestor, descendant or the spouse of a Shareholder or to a sibling of a Shareholder or a sibling of the spouse of a Shareholder; (iii) any transfer of shares of Share by a Shareholder to a trust for the benefit of any person described in clause (ii); any transfer of shares of Share by BTM Ventures, LLC, to one or more of its affiliates (persons to whom the transfers described in this Section 10.01 are made are referred to herein as the "***Permitted Transferees***"); *provided, however*, that each Permitted Transferee shall be subject to the terms of Section 10.03 below. Any transferred Share shall remain subject to the terms of this Agreement and all Permitted Transferees will be required to execute a copy of the Joinder in order to become Shareholders of the Corporation.

10.02 Rights and Duties of Transferees. The provisions hereof shall be binding upon the successors and permitted assigns of the Shareholders. Except as limited by this Agreement, all rights, remedies and entitlement of the Shareholders hereunder may be assigned in full or in part to any Permitted Transferees of any shares of Share together with the securities being assigned.

10.03 Written Agreement. Any Permitted Transferee shall be required as a condition precedent to such transfer to agree in writing that he or she will receive and hold such shares of Share or interest therein subject to the provisions of this Agreement, substantially similar in form and substance to the Joinder attached hereto as Schedule A. Any sale or transfer of any shares of Share or interest therein shall be void unless the provisions of this Section 10.03 are met.

ARTICLE XI TERMINATION

This Agreement shall terminate, and the certificates representing the shares of Share subject to this Agreement shall be released from the terms of this Agreement upon the occurrence of any of the following events:

- (a) cessation of the Corporation's business;
- (b) written agreement of the Corporation and all of the Shareholders then

bound by the terms of this Agreement;

- (c) bankruptcy, receivership or dissolution of the Corporation; or

(d) the twentieth (20th) anniversary of the date of this Agreement unless this Agreement is renewed within the twenty year period provided in the Georgia Business Corporation Code, with Amendments to this Agreement to be deemed renewals of this Agreement unless the contrary is stated in the amendment.

ARTICLE XII MISCELLANEOUS

12.01 Binding Effect. This Agreement shall be binding not only on the parties hereto and their assigns, but also on their heirs, executors, administrators and successors. The parties hereto agree that all shares of Share of the Corporation to be issued hereunder shall be subject to this Agreement and have endorsed thereon the legend contained in Article IX of this Agreement.

12.02 Notices. All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by commercial messenger or courier service, or mailed by certified mail (return receipt requested) or sent via nationally recognized overnight delivery service to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

If to the Corporation:

C PORT Solutions, Inc.
359 East Paces Ferry Rd.
Suite 300
Atlanta, GA 30305
Facsimile: (678) 999-4768

All notices to individual Shareholders shall be submitted at the address listed below such Shareholder's name on the signature page hereof.

12.03 Cooperation. Without additional consideration and in a timely fashion, the parties hereto agree to execute and deliver any documents and take any action necessary to

effectuate the terms and intent of this Agreement. Each party, by the execution hereof designates the Corporation, and any of its authorized officers, as its attorney-in-fact to execute all documents and instruments necessary or desirable to implement the provisions hereof.

12.04 Amendment & Waiver. Neither this Agreement nor any term hereof may be amended, waived, discharged or terminated orally, except by a written instrument signed by all parties hereto. 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 hereunder preclude any other or the further exercise thereof or the exercise of any other right, power or privilege.

12.05 Titles. The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement.

12.06 Gender. Any pronoun used herein shall be deemed to cover all genders.

12.07 Remedies. Shares subject to this Agreement are not readily marketable, and, for that and other reasons, the parties will be irreparably damaged if this Agreement is not specifically enforced. In this regard, the parties declare that it is impossible to measure in money the damages that will accrue to a Person having rights under this Agreement. Therefore, this Agreement may be enforceable by specific performance or other equitable remedy cumulative with and not exclusive of any other remedy. If any party shall institute any action or proceeding to enforce the provisions of this Agreement, any party subject to this Agreement against whom such action or proceeding is brought hereby waives the claim or defense that the party instituting the action proceeding has an adequate remedy at law, and no party shall in any action or proceeding put forward the claim or defense that an adequate remedy at law exists. Should any dispute concerning the transfer of Shares arise under this Agreement, an injunction may be issued restraining the transfer of such Shares pending the determination of such dispute.

12.08 Entire Agreement. This instrument embodies the entire agreement between the parties hereto. No representations or agreements, whether written or oral, other than those contained herein shall be binding on the parties hereto.

12.09 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia regardless of the laws that might otherwise govern under applicable conflict or choice of law rules.

12.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

12.11 Severability. If any of this Agreement should be or become fully or partly invalid or unenforceable for any reason whatsoever or should violate any applicable law, this Agreement is to be considered divisible as to such provision and such provision is to be deemed deleted from this Agreement, and the remainder of the Agreement shall be valid and binding as if such provision were not included herein. There shall be substituted for any such provision deemed to be deleted a suitable provision which, as far as is legally possible, comes nearest to

what the parties desired or would have desired according to the sense and purpose of this Agreement, had they considered the point when concluding this Agreement.

12.12 Successors and Assigns. The provisions hereof shall be binding upon and inure to the benefit of the successors and permitted assigns of the Shareholders.

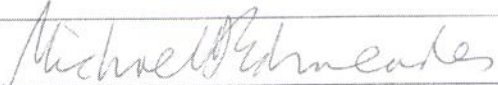

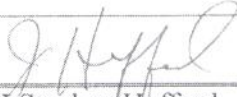



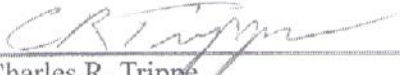
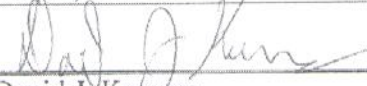


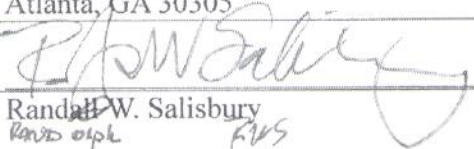
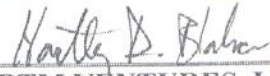
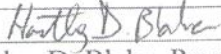
12.13 Confidentiality.

(a) The Shareholder acknowledges and agrees that all Proprietary Information, and all physical embodiments thereof, are confidential to and shall be and remain the sole and exclusive property of the Corporation. For purposes of this Agreement, "Proprietary Information" shall mean, collectively, "Trade Secrets" and "Confidential Information". "Trade Secrets" means information of the Corporation or any other party to whom it owes an obligation of secrecy or confidentiality that: (a) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. "Confidential Information" means confidential or proprietary information of the Corporation any other party to whom it owes an obligation of secrecy or confidentiality, other than Trade Secrets, of value to the Corporation or such other party, as applicable.

(b) The Shareholder agrees that all Proprietary Information received by the Shareholder as a result of the Shareholder's association with the Corporation will be held in trust and kept in the strictest confidence, that the Shareholder will protect such Proprietary Information from disclosure, and that the Shareholder will not use, reproduce, distribute, disclose, or otherwise disseminate, by electronic or other means, the Proprietary Information or any physical embodiments thereof, except in connection with the Shareholder's association hereunder, without the Corporation's prior written consent. The obligations of confidentiality contained in this Agreement with respect to all Proprietary Information will apply during such period as the Shareholder owns stock in the Corporation and thereafter for as long as specified elsewhere herein. Upon request by the Corporation, the Shareholder shall promptly deliver to the Corporation, and shall not retain or transmit to any other party or parties, all property belonging to the Corporation including, without limitation, all Proprietary Information (and all embodiments thereof) then in the Shareholder's custody, control, or possession.

(c) These nondisclosure and confidentiality obligations shall remain in effect, with respect to Trade Secrets, for so long such information is entitled to protection as a Trade Secret under applicable law, and with respect to Confidential Information during the term of this Agreement and for a period of three (3) years thereafter (or for such longer period of time as may be agreed to by the Corporation and its customers in separate confidentiality provisions and agreements under which Shareholder may be obligated to maintain confidentiality).

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

THE CORPORATION:	SHAREHOLDERS:
C PORT SOLUTIONS, INC.	
By:  Louie P. Hicks II, CEO	Michael Edmeades 1697 Noble Dr NE Atlanta, GA 30306
SHAREHOLDERS:	
	
J. Stephen Hufford 2880 Vinings Way, SE Atlanta, GA 30339	Peter M. Muller 999 Mantissa St NW Atlanta, GA 30318
	
W. Jackson Houk 2167 W Wesley Rd NW Atlanta, GA 30327	Laurence E. Sanders 15840 Milton Point Milton, GA 30004
	
Charles R. Trippe 5222 Dawn Dr Acworth, GA 30101	David J. Kassens 264 Grand Manor Dr Marietta, GA 30068
	
Louie P. Hicks II 3088 Marne Drive Atlanta, GA 30305	Raymond M. Johnson 710 Windwalk Dr Roswell, GA 30076
	
Randall W. Salisbury KWS 3799 Vermont Rd NE Atlanta, GA 30319	BTM VENTURES, LLC By:  Hartley D. Blaha, President and CEO

SCHEDULE A

FORM OF JOINDER TO SHAREHOLDERS' AGREEMENT

(All capitalized terms not defined herein shall have the meanings assigned to them in the Shareholders Agreement referred to and defined below.)

To: C Port Solutions, Inc. (the "Corporation")
and all Persons who are Shareholders of the Corporation:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the undersigned, the undersigned, desiring to become shareholder of the Corporation, hereby (i) acknowledges receipt of a copy of that certain Shareholders Agreement dated April 16, 2010 and all amendments thereto (such Shareholders Agreement, as so amended, is hereinafter referred to as the "Shareholders Agreement") and (ii) agrees to be joined as a party to the Shareholders Agreement and to be bound to the restrictions and obligations binding upon the Shareholders signatory to the Shareholders Agreement with the same force and effect as if he or she had been an original signatory thereto.

Dated: April 16, 2010

Hartley D. Bladen
(Signature of shareholder)

Address: 3 GLENLAKE PARKWAY
ATLANTA, GA 30328

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Dated: April 16, 2010



(Signature of shareholder)

Address: 3083 Maine Drive
Atlanta, GA 30305

SCHEDULE A

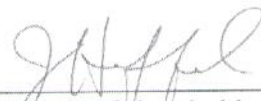
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Dated: April 16, 2010



(Signature of shareholder)

Address: 2880 Vinings Way SE
Atlanta, GA 30339

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Dated: April 16, 2010

W. Julian Hark
(Signature of shareholder)

Address: 2167 W. Wesley Rd
Atlanta GA
30327

SCHEDULE A


FORM OF JOINDER TO SHAREHOLDERS' AGREEMENT

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Dated: April 16, 2010


(Signature of shareholder)

Address: 1697 Noble Drive N.E.
Atlanta,
GA, 30306

SCHEDULE A

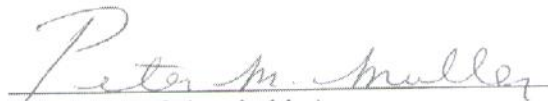
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Dated: April 16, 2010


(Signature of shareholder)

Address: 999 Montezuma St.
Atlanta, Ga 30318

SCHEDULE A

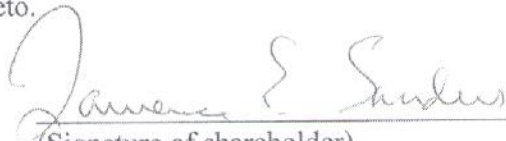
FORM OF JOINDER TO SHAREHOLDERS' AGREEMENT

(All capitalized terms not defined herein shall have the meanings assigned to them in the Shareholders Agreement referred to and defined below.)

To: C Port Solutions, Inc. (the "Corporation")
and all Persons who are Shareholders of the Corporation:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the undersigned, the undersigned, desiring to become shareholder of the Corporation, hereby (i) acknowledges receipt of a copy of that certain Shareholders Agreement dated April 16, 2010 and all amendments thereto (such Shareholders Agreement, as so amended, is hereinafter referred to as the "Shareholders Agreement") and (ii) agrees to be joined as a party to the Shareholders Agreement and to be bound to the restrictions and obligations binding upon the Shareholders signatory to the Shareholders Agreement with the same force and effect as if he or she had been an original signatory thereto.

Dated: April 16, 2010


(Signature of shareholder)

Address: 15840 MILTON POINT
MILTON, GA 30004

SCHEDULE A

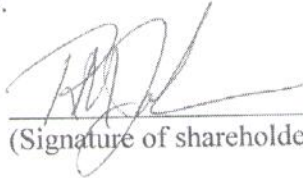
FORM OF JOINDER TO SHAREHOLDERS' AGREEMENT

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Dated: April 16, 2010



(Signature of shareholder)

Address: 710 WINDWALK DR
ROSWELL GA 30076

SCHEDULE A

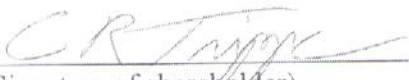
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Dated: April 16, 2010


(Signature of shareholder)

Address: 5222 DAWN DR
ACWORTH, GA 30101

SCHEDULE A

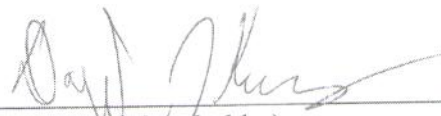
FORM OF JOINDER TO SHAREHOLDERS' AGREEMENT

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Dated: April 16, 2010


(Signature of shareholder)

Address: 264 Grand Manor Dr.
Marietta, GA 30068

SCHEDULE A

FORM OF JOINDER TO SHAREHOLDERS' AGREEMENT

(All capitalized terms not defined herein shall have the meanings assigned to them in the Shareholders Agreement referred to and defined below.)

To: C Port Solutions, Inc. (the "Corporation")
and all Persons who are Shareholders of the Corporation:

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Dated: April 16, 2010


(Signature of shareholder)

Address: 3797 VERNON ROAD
ATLANTA GA 30319

SCHEDULE B

Purchase Price Upon Disabling Event

Unless the parties have otherwise agreed and revised this Schedule B in writing, the purchase price per share shall be Forty Cents (\$0.40).