

PO2000-107782

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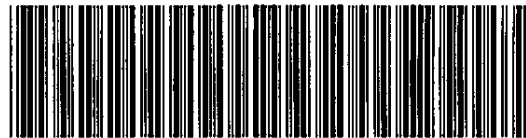
(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

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2016 AUG 23 PM 11:55

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T. LEMMEUX

SEP 07 2016

COVER LETTER

TO: Amendment Section
Division of Corporations

NAME OF CORPORATION: MARKETING IN COLOR, INC.

DOCUMENT NUMBER: P02000107782

The enclosed *Articles of Amendment* and fee are submitted for filing.

Please return all correspondence concerning this matter to the following:

CHERYL PARRISH

Name of Contact Person

MARKETING IN COLOR, INC.

Firm/ Company

1515 N MARION STREET

Address

TAMPA, FL 33606

City/ State and Zip Code

AGOLDSTEIN@MARKETINGINCOLOR.COM

E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

ANGELA GOLDSTEIN

at (813)

785-5866

Name of Contact Person

Area Code & Daytime Telephone Number

Enclosed is a check for the following amount made payable to the Florida Department of State:

☒ \$35 Filing Fee

☐ \$43.75 Filing Fee &
Certificate of Status

☐ \$43.75 Filing Fee &
Certified Copy
(Additional copy is
enclosed)

☐ \$52.50 Filing Fee
Certificate of Status
Certified Copy
(Additional Copy
is enclosed)

Mailing Address

Amendment Section
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314

Street Address

Amendment Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

Articles of Amendment
to
Articles of Incorporation
of

FILED

MARKETING IN COLOR, INC.

2016 AUG 23 P 11:55

(Name of Corporation as currently filed with the Florida Dept. of State)

P02000107782

(Document Number of Corporation (if known))

Pursuant to the provisions of section 607.1006, Florida Statutes, this *Florida Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

N/A The new name must be distinguishable and contain the word "corporation," "company," or "incorporated" or the abbreviation "Corp.," "Inc.," or "Co.," or the designation "Corp.," "Inc.," or "Co.". A professional corporation name must contain the word "chartered," "professional association," or the abbreviation "P.A."

B. Enter new principal office address, if applicable:
(Principal office address MUST BE A STREET ADDRESS)

N/A

C. Enter new mailing address, if applicable:
(Mailing address MAY BE A POST OFFICE BOX)

N/A

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent N/A

(Florida street address)

New Registered Office Address: _____, Florida _____
(City) (Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

N/A
Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:

(Attach additional sheets, if necessary)

Please note the officer/director title by the first letter of the office title:

P = President; V= Vice President; T= Treasurer; S= Secretary; D= Director; TR= Trustee; C = Chairman or Clerk; CEO = Chief Executive Officer; CFO = Chief Financial Officer. If an officer/director holds more than one title, list the first letter of each office held. President, Treasurer, Director would be PTD.

Changes should be noted in the following manner. Currently John Doe is listed as the PST and Mike Jones is listed as the V. There is a change, Mike Jones leaves the corporation, Sally Smith is named the V and S. These should be noted as John Doe, PT as a Change, Mike Jones, V as Remove, and Sally Smith, SV as an Add.

Example:

☒ Change PT John Doe

☐ Remove V Mike Jones

☒ Add SV Sally Smith

Type of Action (Check One)	Title	Name	Address
1) <input type="checkbox"/> Change	VP	BRANDI HILTON	1515 N MARION ST
<input type="checkbox"/> Add			TAMPA, FL 33606
<input checked="" type="checkbox"/> Remove			
2) <input type="checkbox"/> Change	VP	HERBERT YOUNG	1515 N MARION ST
<input checked="" type="checkbox"/> Add			TAMPA, FL 33606
<input type="checkbox"/> Remove			
3) <input type="checkbox"/> Change		N/A	
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			
4) <input type="checkbox"/> Change		N/A	
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			
5) <input type="checkbox"/> Change		N/A	
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			
6) <input type="checkbox"/> Change		N/A	
<input type="checkbox"/> Add			
<input type="checkbox"/> Remove			

E. If amending or adding additional Articles, enter change(s) here:

(Attach additional sheets, if necessary). (Be specific)

N/A

F. If an amendment provides for an exchange, reclassification, or cancellation of issued shares, provisions for implementing the amendment if not contained in the amendment itself:

(if not applicable, indicate N/A)

N/A

1/28/2005 AND 1/7/2009

The date of each amendment(s) adoption: _____, if other than the date this document was signed.

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

Adoption of Amendment(s) (CHECK ONE)

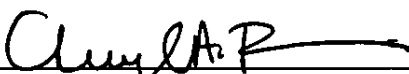
- ☒ The amendment(s) was/were adopted by the shareholders. The number of votes cast for the amendment(s) by the shareholders was/were sufficient for approval.
- ☐ The amendment(s) was/were approved by the shareholders through voting groups. *The following statement must be separately provided for each voting group entitled to vote separately on the amendment(s):*

"The number of votes cast for the amendment(s) was/were sufficient for approval

by _____"
(voting group)

- ☐ The amendment(s) was/were adopted by the board of directors without shareholder action and shareholder action was not required.
- ☐ The amendment(s) was/were adopted by the incorporators without shareholder action and shareholder action was not required.

Dated 8/19/16

Signature 
(By a director, president or other officer – if directors or officers have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

CHERYL PARRISH

(Typed or printed name of person signing)

PRESIDENT

(Title of person signing)

Copy

AGREEMENT

This Agreement is made as of the 28th day of January, 2005, and is by and between Cheryl A. Parrish ("Cheryl"), John A. Parrish ("John"), Brandi H. Whitney, formerly known as Brandi L. Hilton ("Brandi"), and CDs-2-GO, Inc., a Florida corporation (the "Company").

Background Statements:

- I. Cheryl, John and Brandi (referred to together herein as the "Shareholders") are the sole shareholders of the Company.
- II. On November 6, 2002, the Shareholders entered into a Shareholders Agreement (the "Shareholders Agreement").
- III. Brandi is simultaneously transferring her shares of Company common stock to Cheryl and John.
- IV. All parties hereto desire to terminate all obligations under the Shareholders Agreement.

In consideration of the mutual covenants contained herein, together with other good and valuable consideration, the adequacy, sufficiency and receipt of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. ***Background Statements.*** The background statements set forth above are true and correct and are incorporated herein by reference.
2. ***Cancellation of Shareholders Agreement.*** The Shareholders agree that the Shareholders Agreement is hereby cancelled and is null and void effective on the date hereof and all Shareholders hereby waive, release, and discharge forever each other and the Company and their successors and assigns from (i) any and all obligations thereunder and (ii) any and all rights, claims, demands, actions, causes of action of any nature whatsoever (known or unknown, anticipated or unanticipated) obligations, liabilities, damages (including all consequential, incidental, and derivative damages of any kind and nature), and claims from the beginning of time until the date of this Agreement they have or may have against each other, whether now existing or arising in the future related to or arising out of their status as shareholders of the Company, as parties to the Shareholders Agreement, or in any way growing out of any previous relationship between the parties and their respective affiliates, predecessors, successors and assigns, or the other matters described herein. The parties acknowledge and agree that the release set forth herein is a condition precedent to the cancellation of the Shareholders Agreement and all parties are relying on such release.
3. ***Acknowledgement.*** Brandi acknowledges that: (i) by virtue of her position as an employee of the Company, she is fully aware of the Company's history, current business and future prospects, has been afforded an opportunity to receive from the Company, Cheryl and John any information she requests with respect to the Company, financial or otherwise, and is not relying on any statements made by Cheryl, John or anyone else on behalf of the Company in making her decision to sell her shares of Company common stock to them; and, (ii) she is transferring her shares to Cheryl and John in order to have a greater opportunity to receive increased current

income in the form of salary raises and bonuses. Provided, however, Brandi understands and agrees that the Company is not obligated to continue her employment, increase her salary or to pay her a bonus and that her continued employment and any salary increases or bonuses are in the sole discretion of the Company.

4. **Resignation.** Brandi hereby resigns as a director and from all offices she holds with the Company, effective immediately.

5. **Miscellaneous.**

- (a) The parties hereto agree to execute any and all documents necessary or desirable in the future to carry out the full intent and purpose of this Agreement.
- (b) This Agreement shall not be construed more strongly against any party regardless of who was responsible for its preparation.
- (c) This Agreement sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations, or warranties, whether oral or written, by any officer, employee, or representative of any party hereto.
- (d) The validity, interpretation and performance of this Agreement shall be governed by the laws of the State of Florida, without giving effect to the principles of comity or conflicts of law thereof.
- (e) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their heirs, legal representatives, personal representative, administrators, successors and permitted assigns, as the case may be.
- (f) Each party acknowledges the opportunity to have this Agreement reviewed by legal counsel prior to signing.

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

SHAREHOLDERS:



Cheryl A. Parrish


John A. Parrish


Brandi H. Whitney

COMPANY:

CDs-2-GO, Inc., a Florida corporation

By: 
Cheryl A. Parrish, President

**CDs-2-GO, INC.
SHAREHOLDER AGREEMENT**

This is a Shareholder Agreement dated as of January 7, 2009, among **CDs-2-GO, INC.**, a Florida corporation (the "Company"), **CHERYL A. PARRISH** ("C. Parrish"), **JOHN A. PARRISH** ("J. Parrish"), and **HERBERT T. YOUNG** ("Young"), to record their agreement regarding certain aspects of the Company's management and the transfer of shares of the Company's capital stock (this "Agreement").

BACKGROUND

The parties to this Agreement (other than the Company) collectively own all the outstanding common stock of the Company. They desire to restrict control of the Company to stabilize the Company, to protect their respective economic interests in the Company, to preserve the Company's business, and to promote the harmonious management of the Company's affairs.

OPERATIVE TERMS

The parties agree as follows:

1. FORM AND INTERPRETATION

1.1. Defined Terms. As used in this Agreement, the following defined, capitalized terms have the respective meanings ascribed to them:

"Affiliate" means as to a particular person, any spouse or relative of such person, or any person or entity that, directly or indirectly, controls, is controlled by, or under common control with such person.

"Agreement" means this Shareholder Agreement, as originally executed and as later amended, modified, or supplemented in accordance with its terms.

"Buyer" means the Company or a Shareholder who elects or is required to purchase the Stock of a Shareholder pursuant to this Agreement.

"Company Value" means the value of the Company determined by the Board of Directors (excluding the person affected by the determination) in good faith as of the applicable date of measurement. As to any particular shares of Stock, the aggregate Company Value per share of those shares will be the total Company Value, divided by the aggregate number of shares of Stock issued and outstanding on the applicable measuring date, and multiplied by the applicable number of shares of Stock.

"Company" means CDs-2-GO, Inc. and a party to this Agreement, and includes its assignees and successors (by operation of law or otherwise).

"Prohibited Transferee" means any person who is not the Company, including anyone who succeeds to the ownership of any Stock owned by a Shareholder, by

operation of law or otherwise, and includes a spouse (except with respect to transfers between C. Parrish and J. Parrish), trustee, guardian, receiver, successor by operation of law, and anyone to whom Stock is transferred in contravention of any option granted by this Agreement.

"Seller" means a Shareholder who elects or is required by this Agreement to sell Stock.

"Shareholder" means every holder of Stock who subsequently signs this Agreement or a counterpart of it, whether the Stock is held directly, indirectly, beneficially, of record, or otherwise.

"Stock" means the Company's common stock, issued and outstanding at any time, and includes any beneficial interest in that common stock and any securities issued in exchange or substitution for that common stock.

"Successor" means, with respect to any deceased Shareholder, the heir, estate, beneficiary, surviving joint tenant or tenant by the entirety, or other person who succeeds to his ownership of any Stock upon his or her death.

"Transfer" means every transfer of Stock, any interest in Stock, any power to vote or to direct the voting of any Stock, and any power to dispose of or to direct the disposition of Stock, whether voluntary, involuntary, or by operation of law, and whether by gift, sale, proxy, pledge, exchange, agreement, conveyance, assignment, attachment, foreclosure, encumbrance, voting trust, hypothecation, levy of execution, seizure by a receiver or trustee, testamentary or intestate succession, or otherwise.

"Transfer Notice" means a written notice of a Shareholder's intention to make a Transfer, as further described in Section 2.2 of this Agreement.

1.2. Headings and References. The headings preceding the text of the sections of this Agreement are solely for convenient reference and neither constitute a part of this Agreement nor affect its meaning, interpretation, or effect. All appendices referred to in this Agreement are an integral part of it and are incorporated by reference in it. Unless otherwise expressly stated, all references in this Agreement to a section or an appendix are to a section or an appendix of this Agreement.

1.3. Complete Agreement. This Agreement records the final, complete, and exclusive understanding among the parties regarding the subjects addressed in it and supersedes any prior or contemporaneous agreement, understanding, or representation, oral or written, by any of them.

1.4. Severability. Whenever possible, this Agreement and each provision of it should be construed and interpreted so that it is valid and enforceable under applicable law on the date of its execution. If a provision of this Agreement, or the application of it, is held by a court to be invalid or unenforceable, however, that provision will be deemed separable from the other provisions of this Agreement and will not affect the validity, interpretation, or effect of the other

provisions of this Agreement or the application of that provision to other circumstances in which it is valid and enforceable.

1.5. Rights of Third Parties. Nothing in this Agreement, whether express or implied, is intended or should be construed to confer upon, or to grant to, any person except the Company, the Shareholders, and their respective heirs, assignees, successors, and personal representatives, any claim, right, remedy, or privilege under or because of this Agreement or any provision of it.

1.6. Certain Words. As used in this Agreement, (a) the word "including" is always without limitation, (b) masculine and feminine words should be construed to include correlative neuter words, (c) the word "days" refers to calendar days, including Saturdays, Sundays, and holidays, (d) words in the singular number include words in the plural number and vice versa, (e) the word "person" includes a group, trust, syndicate, corporation, cooperative, association, partnership, business trust, joint venture, limited liability company, unincorporated organization, and governmental authority, as well as a natural person, and (f) every reference to Stock "owned" by a Shareholder includes all Stock that the Shareholder owns individually, jointly with another person, or through a trust over which he exercises voting power. Accounting terms used, but not otherwise defined, in this Agreement are to be construed and interpreted in accordance with generally accepted accounting principles in effect on the effective date of this Agreement.

2. TRANSFER RESTRICTIONS

2.1. Base Restrictions.

(a) Generally. A Shareholder shall not Transfer his or her Stock without consent to the proposed Transfer of holders of a majority of the other shares of Stock, which consent may be withheld by the other Shareholders in each of his or her sole discretion. These restrictions will not apply to Transfers between C. Parrish and J. Parrish. Except for Transfers between C. Parrish and J. Parrish, these Transfer restrictions apply to a Transfer to a spouse, joint tenant, tenant in common, or tenant by the entirety, by operation of law, or otherwise. Any Transfer of Stock in contravention of this Agreement will be invalid and ineffective. The Company shall not recognize those attempted Transfers and shall not reflect on its records proposed changes in record ownership of Shares attempted to be Transferred in violation of this Agreement.

Each Shareholder acknowledges that these Transfer restrictions are needed to (i) maintain the Company's S corporation status, (ii) preclude transfers to competitors and hostile persons, and limit ownership to persons employed by or otherwise aligned with the Company's interests, and (iii) facilitate the option to purchase provisions described below. Each Shareholder acknowledges that other Shareholders purchased their Shares in reliance on the Shareholder's known integrity, business aptitude, and commitment to maintain a substantial long-term financial stake in the Company, that a Transfer of Shares without prior consent would undermine this vital relationship among the Shareholders. Each Shareholder further acknowledges that these restrictions are reasonable under the circumstances and will not unduly burden Shareholder.

(b) Exceptions. A Transfer of Stock as part of a sale of the entire Company will not be subject to the foregoing restrictions. A Transfer of Stock to an inter vivos trust created by the Shareholder for his or her benefit or the benefit of his or her spouse or lineal descendants will not be subject to the foregoing restrictions if: (A) every trustee of the trust executes a counterpart of this Agreement and agrees to be bound by it as a Shareholder; (B) the trustees of the trust are Shareholders; and (C) the trust expressly provides that all rights and powers attendant to any Stock held by the trust (including voting rights) can be exercised only by the trustees in their sole, unfettered discretion. Notwithstanding the foregoing, for so long as the Company maintains its S corporation status, any Transfer to a person whom is ineligible by law as an S Corporation shareholder or any Transfer that would cause the total number of shareholders of the Company to exceed the maximum number allowed for S Corporation qualification purposes is strictly prohibited.

2.2. Option to Purchase on Certain Transfers and Events. Upon the occurrence of one of the Triggering Events specified below, the Company will have an option, but not an obligation, exercisable for 60 days following the date of the event to purchase all (but not less than all) of the Stock that is the subject of the Triggering Event (the "Option Shares"). If the Shareholder institutes voluntary proceedings under any bankruptcy or debtor relief law, however, the first option of the Company will arise when the bankruptcy court enters a final order authorizing or directing a sale of Stock owned by the Shareholder and must be exercised within 60 days thereafter.

If the Company does not exercise its first option, the other Shareholders will collectively have a second option, but not an obligation, exercisable for 15 days following the effective date of the waiver or expiration of the first option, to purchase all of the Option Shares. The Shareholders must collectively purchase all the Option Shares, and none of the options exercised by the Shareholders will be valid and effective unless they collectively purchase all the Option Shares. If more than one Shareholder elects to purchase the Option Shares, such purchasing Shareholders, unless otherwise agreed among them, shall be entitled to purchase such Option Shares on a prorated basis based on the relative stock ownership of the purchasing Shareholders.

The foregoing options arise automatically upon (i) an involuntary Transfer to a Prohibited Transferee, including a sale pursuant to attachment, foreclosure, levy of execution, seizure by a trustee in bankruptcy, or other legal procedure, (ii) a bankruptcy of a Shareholder, (iii) the death of a Shareholder, (iv) termination of employment of a Shareholder by the Company for any reason whatsoever, or (v) the disability of a Shareholder. For purposes of this Agreement, a Shareholder is "disabled" if he or she is disabled within the meaning of any policy of insurance owned by the Company pursuant to which the Shareholder is an insured and which provides for the payment of monies to the Company in the event of the total disability of the Shareholder. If no such policy of insurance exists, or if such policy does not define disability, a Shareholder is disabled if he or she is unable to substantially fulfill his employment duties with the Company by reason of any medically determinable physical or mental impairment which has lasted for a continuous period of not less than six consecutive months. The purchase price for options arising under the foregoing triggering events shall be determined in accordance with Section 2.3. Notwithstanding the foregoing, if either C. Parrish's or J. Parrish's employment with the Company is terminated, the other Shareholder is still employed by the Company, and they are

married to each other at the time, this option under this Section 2.2 will not apply. Instead, the Shareholder terminating employment with the Company shall promptly transfer all of his or her Stock to the other Shareholder who is his or her spouse for no consideration.

Any party exercising an option granted under this Agreement must give notice of exercise of the option to the other Shareholders (or to the Prohibited Transferee to whom a Transfer of Stock has been made), stating the optionee's election to purchase all the Option Shares. The Company shall notify the nonselling Shareholders (in the manner specified in Section 5.1) of the waiver, exercise, or expiration of the Company's 60-day option and, if the Company does not exercise its option, the total number of shares of Stock that were outstanding on the effective date of the waiver or expiration of the Company's option. The electing Shareholder(s) shall notify every party to this Agreement of every exercise of an option granted by Section 2.2. Absent notice that a prior option has been waived or exercised, a junior optionee may assume that the prior option expired without exercise on the expiration date specified in this Section 2.2. The Company's decision whether or not to exercise an option shall be made by a majority of the Directors of the Company, excluding the selling Shareholder or such selling Shareholder's trustee for purposes of such decision.

2.3. Purchase Price. The purchase price of any Stock to be purchased by a Buyer will be determined as follows:

(a) Involuntary Transfer. In the case of the exercise of an option under Section 2.2 on an involuntary Transfer, bankruptcy, death, or disability, the purchase price for the Stock will be its Company Value as of the effective date of the involuntary Transfer.

(b) Employment Termination. In the case of termination of a Shareholder's employment, the purchase price for the Stock will be its Company Value as of the effective date of such termination.

3. CLOSING AND PAYMENT OF STOCK PURCHASES

3.1. Closing. Unless otherwise agreed upon by the Shareholders, the closing of any sale and purchase of Stock pursuant to Section 2.2 above will take place at the principal office of the Company at such time and on such date as the Buyer specifies in its notice of exercise of the option, except that the closing date cannot be more than 30 days after the exercise date of the option unless a different closing date is expressly provided for in this Agreement.

3.2. Payment of Purchase Price.

(a) The purchase price of the Stock set forth in Section 2.3 above will be payable on the closing date. At the election of the acquiring party, the purchase price for the Stock may be payable in equal quarterly installments of principal plus interest over a five (5) year period with interest accruing at the Prime Rate, adjusting annually on the anniversary date of the closing to account for changes in that Prime Rate. For purposes of this Agreement, the "Prime Rate" means the rate published daily in the "Money Rates" section in the "Money & Investing" section of "The Wall Street Journal." If at any time The Wall Street Journal ceases to be published or ceases to publish such Prime Rate, the

Shareholders shall select a nationally recognized substitute publication comparable to The Wall Street Journal for use in determining such Prime Rate.

(b) Delivery of Stock. Upon a Buyer's payment to the selling Shareholder of the purchase price (in cash or by promissory note or both), the selling Shareholder shall endorse in blank and deliver to the Buyer all certificates evidencing the Stock purchased, free and clear of all liens, charges, encumbrances, security interests, and adverse claims of every kind whatsoever, except for the transfer restrictions of this Agreement, and any transfer restrictions imposed by state and federal securities law.

4. OTHER PROVISIONS.

4.1. Drag-Along Rights. The provisions of this Section will apply if the Board of Directors of the Company and persons holding a majority of its Shares approve:

(a) a transaction or series of related transactions in which a person or a group of related persons acquires from shareholders of the Company shares representing 50% or more of the outstanding voting power of the Company,

(b) a transaction that involves a sale of all or substantially all of the Company's assets, or

(c) a transaction in which the Company is merged with another entity and the current shareholders of the Company do not continue to own at least a majority of the outstanding shares of stock of the Company.

(such events are a "Sale of the Company"). If a Sale of the Company is occurring, each Shareholder agrees with respect to his or her Shares that:

(a) if transaction requires the approval of Shareholders, to vote (in person, by proxy or by action by written consent, as applicable) all Shares in favor of such Sale of the Company and in opposition of any and all other proposals that could reasonably be expected to delay or impair the ability of the Company to consummate such Sale of the Company;

(b) if the Sale of the Company is to be effected by the sale of Shares held by the Shareholders (the "Selling Shareholders") without the need for Shareholder approval, each Shareholder shall sell all Shares owned by the Shareholder (or if the Selling Shareholders are selling fewer than all of their shares of capital stock of the Company, shares in the same proportion as the Selling Shareholders are selling) to the person to whom the Selling Shareholders propose to sell their shares, for the same per-share consideration and on the same terms and conditions as the Selling Shareholders, except that Shareholders will not be required to sell their Shares unless the liability for indemnification, if any, of each Shareholder in such Sale of the Company is several, not joint, and is pro rata in accordance with such Shareholder's relative stock ownership of the Company, and will not exceed the consideration payable to such Shareholder, if any, in such transaction (except in the case of potential liability for fraud or willful misconduct by such Shareholder);

(c) to refrain from exercising any dissenters' rights or rights of appraisal under applicable law at any time with respect to such Sale of the Company; and

(d) to execute and deliver all related documentation and take such other action in support of the Sale of the Company as shall reasonably be requested by the Company.

4.2. Restrictive Legend. The Company and the Shareholders shall place on each Company stock certificate evidencing shares of the Stock subject to this Agreement a legend substantially as follows: "Transfer of the shares represented by this certificate is restricted by the provisions of a Shareholder Agreement dated as of March 14, 2008, among the Company and its shareholders. The shares evidenced by this certificate cannot be transferred except as provided in that Shareholder Agreement. The Company will furnish to any Shareholder, upon request and without charge, a full statement of these restrictions."

4.3. Termination of Agreement. This Agreement will terminate automatically upon the occurrence of any of the following events:

(a) dissolution and winding up of the Company (unless the Company is reinstated within 90 days after an involuntary dissolution);

(b) a Sale of the Company;

(c) the execution by all the parties bound by this Agreement of an agreement of termination; or

(d) the ownership by a single Shareholder of all the outstanding Stock subject to this Agreement.

Termination pursuant to clause (a) above will be effective on the effective date of dissolution. Termination pursuant to clause (b) above will be effective on the closing date of the applicable transaction. Termination pursuant to clause (c) above will be effective, as of the date specified in the agreement of termination. Termination pursuant to clause (d) above will be effective on the date of the death of the last Shareholder or sale of Stock that results in only one remaining Shareholder. Notwithstanding the foregoing provisions of this Section 4.3, this Agreement will survive any termination until every other obligation of the Company to purchase a Shareholder's Stock that arose before the termination of this Agreement has been fully discharged.

4.4. Board of Directors. The Shareholders shall vote their respective shares of Stock to elect each of C. Parrish, J. Parrish, and H. Young (or the person designated by the Shareholder) as a director of the Board of Directors, both initially and at each successive meeting at which directors are elected, for so long as each Shareholder (or his or her respective trust) remains a shareholder of the Company. If C. Parrish or J. Parrish is no longer a shareholder of the Company for any reason, the one of them who remains a Shareholder will be entitled to designate two directors of the Company for election by all of the Shareholders. The size of the Board of Directors shall initially be three, and shall only be increased on the agreement of a majority of the Shareholders.

5. MISCELLANEOUS

5.1. Notices. Every notice, request, demand, consent, approval, or agreement required or permitted by this Agreement will be validly given only if it is in writing and delivered personally or by telecopy, commercial courier, or first class, postage prepaid, United States mail (whether or not certified or registered and regardless of whether a return receipt is requested or received by the sender), and addressed by the sender to every requisite recipient at his, her, or its address set forth below, or at such other address as a party subsequently designates by notice to the other parties that is given and effective in accordance with the provisions of this Section. Except for Transfer Notices and other notices of transfer that this Agreement expressly provides are effective only on receipt, a validly given notice, request, demand, consent, approval, or agreement will be effective on the earlier of its receipt, if delivered personally or by telecopy or commercial courier, or the third day after it is postmarked by the United States Postal Service, if delivered by first class, postage prepaid United States mail. Each party shall promptly notify the others of any change in its mailing address set forth below.

5.2. Binding Effect. This Agreement inures to the benefit of, and is binding on, the parties' respective heirs, successors, and assignees.

5.3. Modification and Assignment. A waiver, amendment, extension, cancellation, or modification of this Agreement or any provision of it will be valid and effective only if it is in writing, signed by Shareholders holding a majority of the Company's outstanding Shares of Stock. This Agreement is not assignable by any party without the prior written consent of the other parties, and any attempted assignment by a party without the prior written consent of the other parties will be invalid and unenforceable against the other parties. If a party validly assigns this Agreement, all references to the party in this Agreement will include his or her assignee.

5.4. Subchapter S Status. It is the intent of the parties that the Company be and remain an "S" Corporation pursuant to Subchapter S of Chapter 1 of the Internal Revenue Code of 1986, as amended (the "Code"). Accordingly, notwithstanding anything contained herein to the contrary, the Shareholders agree as follows:

(a) Without the consent of all Shareholders, neither the Company nor the Shareholders shall take any action or make any transfers or assignments of the capital stock of the Company which would cause the "Subchapter S" status of the Company to be terminated and any such transfers or assignments shall be void;

(b) The Shareholders shall not elect to terminate the "Subchapter S" status of the Company without all Shareholders' consent;

(c) Upon the termination of a Shareholder's interest in the Company, an election under section 1377(a)(2) of the Code will be made by all Shareholders to close the tax year with respect to the terminating Shareholder.

(d) Upon the purchase of a Shareholder's Stock in accordance with the provisions of this Agreement, whether resulting from a purchase during lifetime or as a result of the death of the Shareholder, except for any payments to be made with respect to a promissory note delivered pursuant to the terms hereof, neither the Shareholder nor any of his beneficiaries shall have any

further rights to any profits or distributions of the Company with respect to the Stock purchased, including any amount in the Company's "Accumulated Adjustments Account", as defined under section 1368(e) of the Code. Notwithstanding the foregoing, the selling Shareholder shall be entitled to distributions equal to his income tax liability attributable to items passed through, and to be passed through, to the Shareholder from the Company with respect to the current tax year (ending for the Shareholder on the purchase date) less the aggregate amount of any prior distributions made by the Company to the Shareholder for the same tax year.

5.5. Legal Proceedings; Governing Law. Each party to this Agreement (a) consents to the personal jurisdiction of the state and federal courts having jurisdiction in Hillsborough County, Florida, (b) stipulates that the proper, exclusive, and convenient venue for any legal proceeding arising out of this Agreement is Hillsborough County, Florida, for state court proceedings, and the Middle District of Florida, for federal district court proceedings, and (c) waives any defense, whether asserted by a motion or pleading, that Hillsborough County, Florida, or the Middle District of Florida, is an improper or inconvenient venue. EACH PARTY TO THIS AGREEMENT KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT TO A JURY TRIAL IN ANY LAWSUIT BETWEEN THE PARTY AND ANY OTHER PARTY WITH RESPECT TO THIS AGREEMENT.

In any mediation, arbitration, or litigation (including appellate proceedings) arising out of this Agreement, the prevailing party shall be entitled to be reimbursed for all costs and expenses (including reasonable legal fees, costs, and expenses) that are incurred by the prevailing party as a result of the mediation, arbitration, or litigation. The validity, construction, enforcement, and interpretation of this Agreement are governed by the laws of the State of Florida and the federal laws of the United States of America, excluding the laws of those jurisdictions pertaining to resolution of conflicts with laws of other jurisdictions.

5.6. Company's Attorneys. The parties acknowledge that Company's counsel, Hill Ward Henderson, prepared this Agreement on behalf of and in accordance with its representation of the Company. Therefore, the parties acknowledge that (i) the parties have been advised that a conflict of interest may exist among each Shareholder's interest and those of the Company and all Shareholders, and (ii) each Shareholder has been urged and has had the opportunity to seek the advice of independent legal counsel in connection with the transactions among the Shareholders and the Company and the legal effect of the matters described in this Agreement.

5.7. Execution and Effective Date. The parties may execute this Agreement in counterparts. Each executed counterpart (including copies transmitted by facsimile or email) will be considered an original document, and all executed counterparts, together, will constitute the same agreement. This Agreement will become effective with respect to the original parties to it as of January 7, 2009, when each of those parties has executed and delivered to the others a counterpart of this Agreement. This Agreement will become effective as to every ensuing shareholder when he, she, or it executes a counterpart of this Agreement and agrees to be bound by it as a Shareholder.

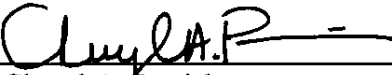
5.8. Time of Essence. Time is of the essence with respect to the exercise and performance of the parties' respective rights and duties under this Agreement.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

[SIGNATURE PAGE TO SHAREHOLDER AGREEMENT]

"COMPANY"

CDS-2-GO, INC.,
a Florida corporation

By: 
Name: Cheryl A. Parrish
Title: President

Address: 2119 W. Cass Street
Tampa, Florida 33606

"SHAREHOLDERS"


CHERYL A. PARRISH

Address: 3130 S. Julia Circle
Tampa, FL 33629


JOHN A. PARRISH

Address: 3130 S. Julia Circle
Tampa, FL 33629


HERBERT T. YOUNG

Address: 3130 S. Julia Circle
Tampa, FL 33629