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Amendment

1.

Co Advantage Holdings, Inc.
(CORPORATE NAME AND DOCUMENT #)

2.

(CORPORATE NAME AND DOCUMENT #)

3.

(CORPORATE NAME AND DOCUMENT #)

4.

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(CORPORATE NAME AND DOCUMENT #)

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AMENDMENT NO. 1
TO
AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
COADVANTAGE HOLDINGS, INC.
(a Florida corporation)

December 23, 2009

FILED
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The undersigned hereby certifies the following pursuant to Section 607.1006 of the Florida Business Corporation Act:

1. The name of this corporation is CoAdvantage Holdings, Inc. (the “**Corporation**”).
2. The text of the amendment adopted by the Company’s directors and shareholders is as follows:

Article IV of the Corporation’s Articles of Incorporation is amended in its entirety, and, as amended shall be and read as follows:

ARTICLE IV

The total number of shares of all classes of capital stock which the Corporation shall have authority to issue is 30,002,000 shares, consisting of three separate classes divided and designated as follows: (i) 15,000,000 shares of Common Stock, par value \$0.01 per share (“**Common Stock**”), (ii) 2,000 shares of Super Senior Preferred Stock, par value \$1,000.00 per share (“**Super Senior Preferred Stock**”), and (iii) 15,000,000 shares of Junior Preferred Stock, par value \$0.01 per share (“**Junior Preferred Stock**” and, collectively with the Super Senior Preferred Stock, the “**Preferred Stock**”).

The following is a statement of the designations and the powers, privileges and rights, and the qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

A. COMMON STOCK

1. General. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights, powers and preferences of the holders of the Preferred Stock set forth in these Amended and Restated Articles of Incorporation.

2. Common Stock and Voting. 15,000,000 shares of the capital stock of the Corporation are designated as Common Stock. Each share of Common Stock shall be treated

identically as all other shares of Common Stock with respect to dividends, distributions, voting, rights in liquidation and in all other respects. The holders of the Common Stock are entitled to one vote for each share of Common Stock held at all meetings of shareholders (and written actions in lieu of meetings); provided, however, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to these Amended and Restated Articles of Incorporation that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to these Amended and Restated Articles of Incorporation or pursuant to the FBCA. There shall be no cumulative voting. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by (in addition to any vote of the holders of one or more series of Preferred Stock that may be required by the terms of these Amended and Restated Articles of Incorporation) the affirmative vote of the holders of shares of capital stock of the Corporation representing a majority of the votes represented by all outstanding shares of capital stock of the Corporation entitled to vote, irrespective of the provisions of Section 607.1004 of the FBCA.

B. SUPER SENIOR PREFERRED STOCK

Unless otherwise indicated, references to “herein” or to “Sections” or “Subsections” in this Part B of this Article IV refer to this Part B of this Article IV and to sections and subsections of this Part B of this Article IV. Capitalized terms that are used but not otherwise defined in this Part B have the meanings given to such terms in Part D of this Article IV.

1. Designation. The Super Senior Preferred Stock shall consist of 2,000 shares, which shall have the preferences and relative and other special rights, qualifications, limitations and restrictions set forth herein.

2. Dividends.

2.1 The holders of shares of Super Senior Preferred Stock shall be entitled to receive, in preference to the holders of Junior Preferred Stock, the Common Stock and any other classes and series of capital stock, when, as and if declared by the Board of Directors out of funds legally available for that purpose, cumulative dividends as provided herein. Dividends on each share of Super Senior Preferred Stock shall be payable in cash, and shall accrue at the rate of ten percent (10%) per annum (the “**Super Senior Dividend Rate**”), on the sum of (a) One Thousand Dollars (\$1,000) (the “**Super Senior Liquidation Value**”), plus (b) all accumulated and unpaid dividends accrued thereon pursuant to this Section 2.1 from the date of issuance thereof (the “**Super Senior Dividends**” and, the sum of the Super Senior Liquidation Value and the Super Senior Dividends is referred to herein as the “**Super Senior Preference Amount**”). Such dividends will be calculated, payable and compounded quarterly in arrears beginning on May 15, 2010 and thereafter on February 15, May 15, August 15 and November 15 of each year (each a “**Super Senior Dividend Date**”) in each case in respect of the prior three (3) month period prorated on a daily basis for partial periods. Such dividends shall commence to accrue on each share of Super Senior Preferred Stock from the date of issuance thereof whether or not declared by the Board of Directors, and whether or not there are profits, surplus or other funds of

the Corporation legally available for the payment of dividends, and shall continue to accrue thereon until the Super Senior Preference Amount is paid in full in cash.

2.2 Until May 15, 2012, and so long as any shares of Super Senior Preferred Stock are outstanding, unless it receives the prior written consent of Timucuan Asset Management, Inc. or a person controlling, controlled by or under common control with Timucuan Asset Management, Inc. (collectively, a “**Timucuan Affiliate**”), the Corporation will not declare, pay or set apart for payment any dividends or make any other distribution on or redeem or purchase any other shares of capital stock unless prior to such action all Super Senior Dividends have been paid in full in cash. After May 15, 2012, and so long as any shares of Super Senior Preferred Stock are owned by a Timucuan Affiliate, unless it receives the prior written consent of a Timucuan Affiliate, the Corporation will not declare, pay or set apart for payment any dividends or make any other distribution on or redeem or purchase any other shares of capital stock, and shall not make any cash interest or principal payments on any outstanding debt or equity obligations, other than trade payables in the ordinary course of business, payments due to M&I Bank on the current revolving credit facility or payments due Virginia Dorris and Dori Rath under the seller notes executed in their favor in connection with the acquisition of Nelco Master Corporation and its affiliates (the “**Seller Notes**”). So long as any shares of Super Senior Preferred Stock are owned and held by Timucuan Asset Management, Inc., unless it receives the prior written consent of the Timucuan Affiliate, the Corporation shall not redeem or repurchase any shares of its capital stock or any securities convertible into or exchangeable for shares of its capital stock. Notwithstanding the provisions of this paragraph 2.2, the Corporation shall be entitled to redeem shares of its capital stock if a mandatory redemption request is made pursuant to the requirements of those certain employment agreements existing as of the date of this Amendment.

3. Super Senior Liquidation Preference.

3.1 Preferential Payments to Holders of Super Senior Preferred Stock. Subject to Section 3.2, upon the occurrence of a Liquidation Event or Deemed Liquidation Event, the holders of shares of Super Senior Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its shareholders, in preference and prior to any payment made to the holders of Junior Preferred Stock, Common Stock or any other classes and series of capital stock, and in preference to any amounts due to Dori Rath or Virginia Doris under the Seller Notes, an amount per share equal to the Super Senior Preference Amount. If upon any Liquidation Event or Deemed Liquidation Event, the assets of the Corporation available for distribution to its shareholders shall be insufficient to pay the holders of shares of Super Senior Preferred Stock the full amount of the Super Senior Preference Amount, then (a) the holders of Junior Preferred Stock, Common Stock or any other classes or series of shares of capital stock shall not receive any portion of such assets, and (b) the holders of Super Senior Preferred Stock shall share ratably in any distribution of all of the assets available for distribution in proportion to the respective amounts that would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full. Once all of the holders of the Super Senior Preferred Stock shall have received the entire Super Senior Preference Amount for each of their shares, thereafter such holders shall not be entitled, in their capacity as holders of shares of Super

Senior Preferred Stock, to any additional distribution or other amount in respect of such Liquidation Event or Deemed Liquidation Event.

3.2 Deemed Liquidation Events.

3.2.1 Effecting a Deemed Liquidation Event.

(a) The Corporation shall not have the power to effect a Deemed Liquidation Event unless the Merger Agreement and each other relevant agreement or document provides that the consideration payable to the shareholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with Subsection 3.1.

(b) In the event of a Deemed Liquidation Event referred to in Part D Subsection 1.3.1(a)(ii), 1.3.1(b) or 1.3(c), the Corporation promptly shall use the Available Proceeds, to the extent legally available therefor, to redeem, in preference and prior to making any payments in respect of, or otherwise addressing the rights of holders of, Junior Preferred Stock, Common Stock and all other classes of capital stock, all outstanding shares of Super Senior Preferred Stock at a price per share equal to the Super Senior Preference Amount. Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to redeem all outstanding shares of Super Senior Preferred Stock, the Corporation shall redeem a pro rata portion of each holder's shares of Super Senior Preferred Stock to the fullest extent of such Available Proceeds, based on the respective amounts which would otherwise be payable in respect of the shares to be redeemed if the Available Proceeds were sufficient to redeem all such shares, and shall redeem the remaining shares of Super Senior Preferred Stock as soon as practicable after the Corporation has funds legally available therefor. The Board of Directors shall establish reasonable procedures to effect any redemption of shares of Super Senior Preferred Stock required by this Subsection 3.2.1(b). Prior to the distribution or redemption provided for in this Subsection 3.2.1(b), the Corporation shall not expend or dissipate the consideration received upon such Deemed Liquidation Event, or make any payment or distribution in respect of Junior Preferred Stock, Common Stock or any other class of capital stock, except to discharge expenses incurred in connection with such Deemed Liquidation Event or in the ordinary course of business.

3.2.2 Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, sale, transfer, exclusive license, other disposition or redemption shall be the cash or the value of the property, rights or securities paid or distributed to such holders by the Corporation or the acquiring person, firm or other entity. If the amount deemed paid or distributed is made in property other than in cash, the value of such distribution shall be the fair market value of such property determined in a manner consistent with the provisions of Subsection 1.3.3 of Part D, *provided, however,* that references within Subsections 1.3.3 of Part D referring to rights of holders of Junior Preferred Stock shall, for purposes of this Subsection 3.2.2, refer to the rights of holders of Super Senior Preferred Stock.

3.2.3 Allocation of Escrow. In the event of a Deemed Liquidation Event, if any portion of the consideration payable to the shareholders of the Corporation is

placed into escrow and/or is payable to the shareholders of the Corporation subject to contingencies, the transaction agreements shall provide that (a) the portion of such consideration that is not placed in escrow and not subject to any contingencies (the “**Initial Consideration**”) shall be allocated among the holders of capital stock of the Corporation in accordance with Subsection 3.1 as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event, and (b) any additional consideration which becomes payable to the shareholders of the Corporation upon release from escrow or satisfaction of contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with Subsection 3.1 after taking into account the previous payment of the Initial Consideration as part of the same transaction.

3.2.4 Notices. The Corporation shall notify the holders of Super Senior Preferred Stock in writing (the “**Liquidation Event Notice**”) not later than thirty (30) days before the shareholders’ meeting is called to approve the Deemed Liquidation Event, if any, or within thirty (30) days before closing of the transaction, whichever is earlier, and shall also notify the holders in writing of the final approval of the transaction. The first of these notices shall describe the material terms and conditions of the pending transaction, and the Corporation shall thereafter give such holders prompt notice of any material changes.

4. Voting.

4.1 General. Except as set forth in Sections 4.2 or 4.3 or otherwise in this Article IV, shares of Super Senior Preferred Stock are non voting shares, and shall not be entitled to vote on any matter presented to the shareholders of the Corporation for their action or consideration at any meeting of shareholders of the Corporation (or by written consent of shareholders in lieu of meeting).

4.2 Super Senior Preferred Stock Consent Required For Certain Corporate Events. The affirmative vote or approval of the holders of a majority of the outstanding shares of Super Senior Preferred Stock is required in order to approve any of the following:

4.2.1 any amendment to these Amended and Restated Articles of Incorporation that would authorize the issuance of any class of capital stock ranking senior or equivalent in right of redemption, liquidation or distribution to, or on a parity with, the rights of the Super Senior Preferred Stock;

4.2.2 any amendment to these Amended and Restated Articles of Incorporation that might materially adversely affect the rights of the Super Senior Preferred Stock; or

4.2.3 any merger, exchange or similar transaction which reasonably could be expected to materially adversely affect the rights of the Super Senior Preferred Stock.

4.3 Election of Directors in Certain Circumstances. In the event the Corporation fails to pay the Super Senior Dividends after receipt of written notice providing at least ten (10) days to cure the non-payment, or fails to pay when due any cash interest or principal payment due on the Seller Notes or under any other subordinate debt obligation after such notice and cure periods as provided for in those documents, in either case for any two (2)

payment periods (whether or not consecutive), then, until such time that all Super Senior Stock is redeemed in full:

4.3.1 holders of a majority of the outstanding shares of Super Senior Preferred Stock shall have the right to elect a majority of the Corporation's directors, and without any action on the part of any person, the number of persons to serve on the Corporation's board of directors shall increase by that number necessary to allow such majority control.

4.4 Reversion of Board of Directors when Super Senior Stock is Redeemed in Full. In the event the size of the Corporation's Board of Directors is expanded as provided in Section 4.3, then, immediately upon the Corporation redeeming all of the Super Senior Stock in full, all but one of the Directors elected to the Corporation's Board of Directors pursuant to Subsection 4.3.1 shall immediately resign and be removed from the Board of Directors and, without notice or cause, and without any action on the part of any person, the number of persons to serve on the Corporation's board of directors shall decrease accordingly.

5. Optional Redemption.

5.1 General. From and after the date that is one hundred eighty (180) days after the first date of issuance of Super Senior Preferred Stock, and so long as it has funds legally available, the Corporation may, but shall not be required to, redeem all or any number of the outstanding shares of Super Senior Preferred Stock in accordance with the terms of this Section 5.1.

5.2 Redemption Price. The Redemption Price per share of Super Senior Preferred Stock is the Super Senior Preference Amount

5.3 Manner of Effecting Redemption. In order to effect a redemption of Super Senior Preferred Stock pursuant to this Section 5, the Corporation shall provide a written notice to holders of the Super Senior Preferred Stock (the "**Redemption Notice**"), which written notice shall set forth (a) the number of shares of Super Senior Preferred Stock to be redeemed, (b) the date of such redemption (which date is permitted to be the date of the Redemption Notice or any date thereafter that is prior to the next Super Senior Dividend Date, the "**Redemption Date**"), and (c) the Super Senior Preference Amount as of the Redemption Date. On the Redemption Date, the Corporation shall deliver (whether by Corporation check delivered by hand or overnight courier, or whether by wire transfer in accordance with instructions provided by the holder) to the holders of the Super Senior Preferred Stock immediately available United States Dollars in the amount of the Super Senior Preference Amount of the shares redeemed pursuant to this Section 5.

5.4 Cancellation of Redeemed Shares. Any shares of Super Senior Preferred Stock that are redeemed or otherwise acquired by the Corporation shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Super Senior Preferred Stock following redemption. To the extent a person holds a certificate purporting to represent shares Super Senior Preferred Stock after all or any portion of

such shares have been redeemed, such person shall deliver such certificate to the Corporation, which will cancel the certificate and, if the certificate represented only partially redeemed shares, issue a new certificate representing the number of shares of Super Senior Preferred Stock not redeemed and still outstanding.

6. Term. The Super Senior Preferred Stock is perpetual, and the preferences and relative and other special rights, qualifications, limitations and restrictions shall survive in perpetuity, until the shares of Super Senior Preferred Stock are redeemed in full.

7. Waiver. Any of the rights, powers, preferences and other terms of the Super Senior Preferred Stock set forth herein may be waived on behalf of all holders of Super Senior Preferred Stock by the affirmative written consent or vote of the holders of at least a majority of the shares of Super Senior Preferred Stock then outstanding.

8. Notices. Any notice required or permitted by the provisions of this Article IV to be given to a holder of shares of Super Senior Preferred Stock shall, at the option of the Corporation, be hand-delivered or mailed, postage prepaid, to the post office address last shown on the records of the Corporation, and shall be deemed sent upon such delivery or mailing.

C. JUNIOR PREFERRED STOCK

Unless otherwise indicated, references to “herein” or to “Sections” or “Subsections” in this Part C of this Article IV refer to this Part C of this Article IV and to sections and subsections of this Part C of this Article IV. Notwithstanding anything to the contrary set forth in this Part C or in Part D, the terms, rights, powers and preferences, and the qualifications and limitations of the Junior Preferred Stock are qualified and restricted in their entirety by the preferences and prior rights of the Super Senior Preferred Stock.

1. Issuance and Reissuance. Junior Preferred Stock may be issued from time to time, in one or more series, each of such series to consist of such number of shares and have such terms, rights, powers and preferences, and the qualifications and limitations with respect thereto, as stated or expressed herein; provided, however, that the terms, rights, powers and preferences, and the qualifications and limitations of the Junior Preferred Stock are qualified and restricted in their entirety by the preferences and prior rights of the Super Senior Preferred Stock. Any shares of Junior Preferred Stock that may be redeemed, purchased or acquired by the Corporation may be reissued, except as otherwise provided by law or by the terms of any series of Junior Preferred Stock.

2. Series A Junior Preferred Stock and Series B Junior Preferred Stock. 10,000,000 shares of the authorized shares of Junior Preferred Stock of the Corporation are designated “**Series A Junior Preferred Stock.**” 5,000,000 shares of the authorized shares of Junior Preferred Stock of the Corporation are designated “**Series B Junior Preferred Stock.**” Each share of Series A Junior Preferred Stock and Series B Junior Preferred Stock shall be treated identically as all other shares of Series A Junior Preferred Stock and Series B Junior Preferred Stock with respect to dividends, distributions, rights in liquidation and in all other respects, except that the Series B Junior Preferred Stock shall be nonvoting. There shall be no cumulative voting. The holders of the Series B Junior Preferred Stock shall not have any voting rights.

3. Dividends. The Corporation shall not declare, pay or set aside any dividends on shares of any other class or series of capital stock of the Corporation (other than dividends on shares of Common Stock payable in shares of Common Stock or dividends on shares of Super Senior Preferred Stock) unless (in addition to the obtaining of any consents required elsewhere in these Amended and Restated Articles of Incorporation) the holders of the Junior Preferred Stock then outstanding shall first, or simultaneously, receive a dividend on each outstanding share of Junior Preferred Stock in an amount equal to (i) in the case of a dividend on Common Stock or any class or series that is convertible into Common Stock, that dividend per share of Junior Preferred Stock as would equal the product of (A) the dividend payable on each share of such class or series determined, if applicable, as if all shares of such class or series had been converted into Common Stock and (B) the number of shares of Common Stock issuable upon conversion of a share of Junior Preferred Stock, in each case calculated on the record date for determination of holders entitled to receive such dividend or (ii) in the case of a dividend on any class or series that is not convertible into Common Stock, at a rate per share of Junior Preferred Stock determined by (A) dividing the amount of the dividend payable on each share of such class or series of capital stock by the original issuance price of such class or series of capital stock (subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to such class or series) and (B) multiplying such fraction by an amount equal to the Preferred Base Price (as defined below); provided that, if the Corporation declares, pays or sets aside, on the same date, a dividend on shares of more than one class or series of capital stock of the Corporation, the dividend payable to the holders of Junior Preferred Stock pursuant to this Section 3 shall be calculated based upon the dividend on the class or series of capital stock that would result in the highest Junior Preferred Stock dividend. The “**Preferred Base Price**” shall mean \$8.97 per share, subject to appropriate adjustment in the event of any stock dividend, stock split, combination or other similar recapitalization with respect to the Junior Preferred Stock.

D. JUNIOR PREFERRED STOCK PREFERENCES

Unless otherwise indicated, references to “herein” or to “Sections” or “Subsections” in this Part D of this Article IV refer to this Part D of this Article IV and to sections and subsections of this Part D of this Article IV. Notwithstanding anything to the contrary set forth in Part C or this Part D, the terms, rights, powers and preferences, and the qualifications and limitations of the Junior Preferred Stock are qualified and restricted in their entirety by the preferences and prior rights of the Super Senior Preferred Stock.

1. Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.

1.1 Preferential Payments to Holders of Junior Preferred Stock. Subject to Subsection 1.2, in the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event (as defined in Section 1.3.1) (collectively, a “**Liquidation Event**”), the holders of shares of Junior Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its shareholders before any payment shall be made to the holders of Common Stock by reason of their ownership thereof, an amount per share equal to one (1) times the Preferred Base Price, plus any dividends accrued but unpaid thereon, together with any other dividends declared but unpaid

thereon. If upon any Liquidation Event, the assets of the Corporation available for distribution to its shareholders shall be insufficient to pay the holders of shares of Junior Preferred Stock the full amount to which they shall be entitled under this Subsection 1.1, the holders of shares of Junior Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts that would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full.

1.2 Distribution of Remaining Assets. In the event of any Liquidation Event, after the payment of all preferential amounts required to be paid to the holders of shares of Junior Preferred Stock, the remaining assets of the Corporation available for distribution to its shareholders shall be distributed among the holders of the shares of Junior Preferred Stock and Common Stock, pro rata based on the number of shares held by each such holder, treating for this purpose all such securities as if they had been converted to Common Stock pursuant to the terms of these Amended and Restated Articles of Incorporation immediately prior to such dissolution, liquidation or winding up of the Corporation. The aggregate amount that a holder of a share of Junior Preferred Stock is entitled to receive under Subsections 1.1 and 1.2 is the **“Preferred Liquidation Amount.”**

1.3 Deemed Liquidation Events.

1.3.1 Definition. Each of the following events shall be considered a **“Deemed Liquidation Event”** unless the holders of at least a majority of the outstanding shares of Series A Junior Preferred Stock elect otherwise by written notice sent to the Corporation at least five (5) days prior to the effective date of any such event:

- (a) a merger, consolidation or reorganization in which
 - (i) the Corporation is a constituent party, or
 - (ii) a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger or consolidation,

except any such merger or consolidation involving the Corporation or a subsidiary in which the shares of capital stock of the Corporation outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock of (1) the surviving or resulting corporation or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation (provided that, for the purpose of this Subsection 1.3.1, all shares of Common Stock issuable upon exercise of Options (as defined below) outstanding immediately prior to such merger or consolidation or upon conversion of Convertible Securities (as defined below) outstanding immediately prior to such merger or consolidation shall be deemed to be outstanding immediately prior to such merger or consolidation and, if applicable, converted or exchanged in

such merger or consolidation on the same terms as the actual outstanding shares of Common Stock are converted or exchanged);

(b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole, or the sale or disposition (whether by merger or otherwise) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except if the sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation; or

(c) the issuance or sale of securities, in any transaction or series of related transactions, to any person or entity or affiliated group of persons or entities, that results in the transfer of fifty percent (50%) or more of the outstanding voting power of the Corporation, except for the issuance and sale of securities by the Corporation in connection with a bona fide debt or equity capital financing transaction or offering conducted by the Corporation with approval of the Board of Directors of the Corporation.

1.3.2 Effecting a Deemed Liquidation Event.

(a) The Corporation shall not have the power to effect a Deemed Liquidation Event referred to in Subsection 1.3.1(a)(i) unless the agreement or plan of merger or consolidation for such transaction (the “**Merger Agreement**”) provides that the consideration payable to the shareholders of the Corporation shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 1.1 and 1.2.

(b) In the event of a Deemed Liquidation Event referred to in Subsection 1.3.1(a)(ii), 1.3.1(b) or 1.3(c), if the Corporation does not effect a dissolution of the Corporation under the FBCA within 90 days after such Deemed Liquidation Event, then (i) the Corporation shall send a written notice to each holder of Series A Junior Preferred Stock no later than the 30th day after the Deemed Liquidation Event advising such holders of their right (and the requirements to be met to secure such right) pursuant to the terms of the following clause (ii) to require the redemption of the shares of Junior Preferred Stock, and (ii) if the holders of at least a majority of the then outstanding shares of Series A Junior Preferred Stock so request in a written instrument delivered to the Corporation not later than 120 days after such Deemed Liquidation Event, the Corporation shall use the consideration received by the Corporation for such Deemed Liquidation Event (net of any retained liabilities associated with the assets sold or technology licensed, as determined in good faith by the Board of Directors of the Corporation), together with any other assets of the Corporation available for distribution to its shareholders (the “**Available Proceeds**”), to the extent legally available therefor, on the 150th day after such Deemed Liquidation Event, to redeem all outstanding shares of Junior Preferred Stock at a price per share equal to the Preferred Liquidation Amount. Notwithstanding the foregoing, in the event of a redemption pursuant to the preceding sentence, if the Available Proceeds are not sufficient to redeem all outstanding shares of Junior Preferred Stock, the Corporation shall redeem a pro rata portion of each holder’s shares of Junior Preferred Stock to the fullest extent of such Available Proceeds, based on the respective amounts which would otherwise be payable in

respect of the shares to be redeemed if the Available Proceeds were sufficient to redeem all such shares, and shall redeem the remaining shares of Junior Preferred Stock as soon as practicable after the Corporation has funds legally available therefor. The Board of Directors shall establish reasonable procedures to effect any redemption of shares of Junior Preferred Stock required by this Subsection 1.3.2(b). Prior to the distribution or redemption provided for in this Subsection 1.3.2(b), the Corporation shall not expend or dissipate the consideration received for such Deemed Liquidation Event, except to discharge expenses incurred in connection with such Deemed Liquidation Event or in the ordinary course of business or to pay the Super Senior Preference Amount.

1.3.3 Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, sale, transfer, exclusive license, other disposition or redemption shall be the cash or the value of the property, rights or securities paid or distributed to such holders by the Corporation or the acquiring person, firm or other entity. If the amount deemed paid or distributed is made in property other than in cash, the value of such distribution shall be the fair market value of such property. With respect to property other than securities, the fair market value thereof shall be as determined in good faith by the Board of Directors. If the Board of Directors is unable to determine fair market value within forty-five (45) days of the date of the Liquidation Event Notice (as defined below), then the fair market value of such assets other than cash and securities shall be determined by independent appraisal by an appraiser or investment bank experienced in the business of evaluating or appraising the market value of stock, who or which shall be reasonably acceptable to the Corporation and the holders of a majority of the Series A Junior Preferred Stock. The appraiser or investment bank shall be engaged by the Board of Directors of the Corporation and paid by the Corporation. The Corporation shall, upon receipt of such appraiser's or investment bank's valuation, give prompt written notice to each holder of Junior Preferred Stock and Common Stock of the valuation. With respect to securities, the fair market value shall be determined as follows:

(a) For securities not subject to investment letters or other similar restrictions on free marketability,

- (i) if traded on a securities exchange or the NASDAQ Stock Market, the value shall be deemed to be the average of the closing prices of the securities on such exchange or market over the 30 day-period ending three days prior to the closing of such transaction;
- (ii) if actively traded over-the-counter, the value shall be deemed to be the average of the closing bid prices over the 30-day period ending three days prior to the closing of such transaction; or
- (iii) if there is no active public market, the value shall be the fair market value thereof, as determined in good

faith by the Board of Directors of the Corporation, with the discounts described in clause (b) below for lack of marketability and minority status, provided that if the Board of Directors is unable to determine such fair market value within forty-five (45) days of the date of the Liquidation Event Notice, then such fair value shall be determined by independent appraisal by an appraiser experienced in the business of evaluating or appraising the market value of stock. The appraiser shall be hired and paid by the Corporation and acceptable to the holders of a majority of the outstanding shares of Series A Junior Preferred Stock.

If the Corporation and the holders of Series A Junior Preferred Stock cannot agree on an appraiser within sixty (60) days of the date of the Liquidation Event Notice, each of the Corporation and the holders of a majority of the Series A Junior Preferred Stock shall designate an appraiser experienced in the business of evaluating or appraising the market value of stock. The two designated appraisers (the **“Initial Appraisers”**) shall, within thirty (30) days, appraise the securities as of the latest possible date. If the difference between the resulting appraisals is less than ten percent (10%) of the higher appraisal, the average of the appraisals will be deemed the fair market value; otherwise, the Initial Appraisers shall select an additional appraiser (the **“Additional Appraiser”**), also experienced in a manner similar to the Initial Appraisers. If they fail to select the Additional Appraiser within fifteen (15) days, either party may apply, after written notice to the other, to any judge of any court of general jurisdiction in Orange County, Florida, for the appointment of the Additional Appraiser. The Additional Appraiser shall then choose from the values determined by the Initial Appraisers the value that the Additional Appraiser considers closest to the fair market value of the securities, and this value will be the appraised fair market value. The Corporation shall pay the expenses and fees of all of the appraisers.

The foregoing methods for valuing non-cash consideration to be distributed in connection with a Liquidation Event shall be superseded by any specific determination of such value set forth in definitive agreements governing the Liquidation Event that are approved by the Board of Directors of the Corporation.

(b) The method of valuation of securities subject to investment letter or other restrictions on free marketability (other than restrictions arising solely by virtue of a shareholder's status as an affiliate or former affiliate) shall be to make an appropriate discount from the market value determined as above to reflect the approximate fair market value taking into account the lack of marketability and minority holder status (as determined in good faith by the Board of Directors of the Corporation), provided that if the Board of Directors is unable to reach agreement, then by independent appraisal in the same manner as described above.

1.3.4 Allocation of Escrow. In the event of a Deemed Liquidation Event, if any portion of the consideration payable to the shareholders of the Corporation is

placed into escrow and/or is payable to the shareholders of the Corporation subject to contingencies, the transaction agreements shall provide that (a) the portion of such consideration that is not placed in escrow and not subject to any contingencies (the “**Initial Consideration**”) shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 1.1 and 1.2 as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event, and (b) any additional consideration which becomes payable to the shareholders of the Corporation upon release from escrow or satisfaction of contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 1.1 and 1.2 after taking into account the previous payment of the Initial Consideration as part of the same transaction.

1.3.5 Notices. The Corporation shall notify the holders of Series A Junior Preferred Stock in writing (the “**Liquidation Event Notice**”) not later than twenty (20) days before the shareholders’ meeting is called to approve the Deemed Liquidation Event, if any, or within twenty (20) days before closing of the transaction, whichever is earlier, and shall also notify the holders in writing of the final approval of the transaction. The first of these notices shall describe the material terms and conditions of the pending transaction, and the Corporation shall thereafter give such holders prompt notice of any material changes.

2. Voting.

2.1 General. Except as set forth in Section 2.2, on any matter presented to the shareholders of the Corporation for their action or consideration at any meeting of shareholders of the Corporation (or by written consent of shareholders in lieu of meeting), each holder of outstanding shares of Series A Junior Preferred Stock shall be entitled to cast the number of votes equal to the number of whole shares of Common Stock into which the shares of Series A Junior Preferred Stock held by such holder are convertible as of the record date for determining shareholders entitled to vote on such matter. Except as provided by law or by the other provisions of these Amended and Restated Articles of Incorporation, holders of Series A Junior Preferred Stock shall vote together with the holders of Common Stock, as a single class.

2.2 Election of Directors. The holders of record of the shares of Series A Junior Preferred Stock, shares of Common Stock and of any other class or series of voting capital stock, voting together as a single class, shall be entitled to elect the directors of the Corporation. At any meeting held for the purpose of electing a director, the presence in person or by proxy of the holders of a majority of the outstanding shares of the class or series entitled to elect such director shall constitute a quorum for the purpose of electing such director. Except as otherwise provided in this Subsection 2.2, a vacancy in any directorship filled by the holders of any class or series shall be filled only by vote or written consent in lieu of a meeting of the holders of such class or series or by any remaining director or directors elected by the holders of such class or series pursuant to this Subsection 2.2.

3. Conversion.

The holders of the Junior Preferred Stock shall have conversion rights as follows (the “**Conversion Rights**”):

3.1 Right to Convert.

3.1.1 Conversion Ratio. Each share of Series A Junior Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Preferred Base Price by the Preferred Conversion Price (as defined below) in effect at the time of conversion. The “**Preferred Conversion Price**” shall initially be equal to \$8.97. Each share of Series B Junior Preferred Stock shall be convertible, at the option of the holder thereof, at any time and from time to time, and without the payment of additional consideration by the holder thereof, into such number of fully paid and nonassessable shares of Common Stock as is determined by dividing the Preferred Base Price by the Preferred Conversion Price. The initial Preferred Conversion Price, and the rate at which shares of Series A Junior Preferred Stock may be converted into shares of Common Stock and shares of Series B Junior Preferred Stock may be converted into shares of Common Stock, shall be subject to adjustment as provided below.

3.2 Automatic Conversion Upon Election. Immediately upon the election of the majority of the outstanding shares of Series A Junior Preferred Stock (voting as a single class on an as-converted to Common Stock basis), all outstanding shares of Series A Junior Preferred Stock and Series B Junior Preferred Stock shall be converted into the number of shares of Common Stock into which such shares of Series A Junior Preferred Stock and Series B Junior Preferred Stock are then convertible pursuant to the terms of Section 3.1 hereof.

3.3 Mechanics of Conversion.

3.3.1 Notice of Conversion. In order for a holder of Junior Preferred Stock to voluntarily convert shares of Junior Preferred Stock into shares of Common Stock or upon the occurrence of the conversion event specified in the preceding Section 3.2, such holder shall surrender the certificate or certificates for such shares of Junior Preferred Stock (or, if such registered holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the Junior Preferred Stock (or at the principal office of the Corporation if the Corporation serves as its own transfer agent), and in the case of a voluntary conversion, together with written notice that such holder elects to convert all or any number of the shares of the Junior Preferred Stock represented by such certificate or certificates and, if applicable, any event on which such conversion is contingent. Such notice shall state such holder's name or the names of the nominees in which such holder wishes the certificate or certificates for shares of Common Stock to be issued. If required by the Corporation, certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the transfer agent (or by the Corporation if the Corporation serves as its own transfer agent) of such certificates (or lost certificate affidavit and agreement) and notice shall be the time of conversion (the “**Conversion Time**”), and the shares of Common Stock issuable upon conversion of the shares represented by such certificate shall be deemed to be outstanding of record as of such date. The Corporation shall, as soon as practicable after the

Conversion Time, issue and deliver to such holder of Junior Preferred Stock, or to his, her or its nominees, a certificate or certificates for the number of full shares of Common Stock issuable upon such conversion in accordance with the provisions hereof, a certificate for the number (if any) of the shares of Junior Preferred Stock represented by the surrendered certificate that were not converted into Common Stock, and cash as provided in Subsection 3.1.2 in lieu of any fraction of a share of Common Stock otherwise issuable upon such conversion and payment of any declared but unpaid dividends on the shares of Junior Preferred Stock converted.

3.3.2 Reservation of Shares. The Corporation shall at all times when the Junior Preferred Stock shall be outstanding, reserve and keep available out of its authorized but unissued capital stock, for the purpose of effecting the conversion of the Junior Preferred Stock, such number of its duly authorized shares of Common Stock as shall from time to time be sufficient to effect the conversion of all outstanding Junior Preferred Stock; and if at any time the number of authorized but unissued shares of Common Stock shall not be sufficient to effect the conversion of all then outstanding shares of the Junior Preferred Stock, the Corporation shall take such corporate action as may be necessary to increase its authorized but unissued shares of Common Stock to such number of shares as shall be sufficient for such purposes, including, without limitation, engaging in best efforts to obtain the requisite shareholder approval of any necessary amendment to these Amended and Restated Articles of Incorporation. Before taking any action which would cause an adjustment reducing the Preferred Conversion Price below the then par value of the shares of Common Stock, issuable upon conversion of the Junior Preferred Stock, the Corporation will take any corporate action which may, in the opinion of its counsel, be necessary in order that the Corporation may validly and legally issue fully paid and nonassessable shares of Common Stock at such adjusted Preferred Conversion Price.

3.3.3 Effect of Conversion. All shares of Junior Preferred Stock which shall have been surrendered for conversion as herein provided shall no longer be deemed to be outstanding and all rights with respect to such shares shall immediately cease and terminate at the Conversion Time, except only the right of the holders thereof to receive shares of Common Stock in exchange therefor and to receive payment of any dividends declared but unpaid thereon. Any shares of Junior Preferred Stock so converted shall be retired and cancelled and may not be reissued as shares of such series, and the Corporation may thereafter take such appropriate action (without the need for shareholder action) as may be necessary to reduce the authorized number of shares of Series A Junior Preferred Stock or Series B Junior Preferred Stock accordingly.

3.3.4 No Further Adjustment. Upon any such conversion, no adjustment to the Preferred Conversion Price, as the case may be, shall be made for any declared but unpaid dividends on the Junior Preferred Stock surrendered for conversion or on the Common Stock delivered upon conversion.

3.3.5 Taxes. The Corporation shall pay any and all issue and other similar taxes that may be payable in respect of any issuance or delivery of shares of Common Stock on conversion of shares of Junior Preferred Stock pursuant to this Section 3. The Corporation shall not, however, be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of shares of Common Stock in a name other than that in which the shares of Junior Preferred Stock so converted were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance

has paid to the Corporation the amount of any such tax or has established, to the satisfaction of the Corporation, that such tax has been paid.

3.4 Adjustment for Stock Splits and Combinations. If the Corporation shall at any time or from time to time after the date of filing of these Amended and Restated Articles of Incorporation with the Secretary of State of the State of Florida (the “**Original Filing Date**”) effect a subdivision of any series of Common Stock, the Preferred Conversion Price in effect immediately before that subdivision shall be proportionately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be increased in proportion to such increase in the aggregate number of shares of Common Stock outstanding. If the Corporation shall at any time or from time to time after the Original Filing Date combine the outstanding shares of Common Stock, the Preferred Conversion Price in effect immediately before the combination shall be proportionately increased so that the number of shares of Common Stock issuable on conversion of each share of such series shall be decreased in proportion to such decrease in the aggregate number of shares of Common Stock outstanding. Any adjustment under this subsection shall become effective at the close of business on the date the subdivision or combination becomes effective.

3.5 Adjustment for Certain Dividends and Distributions. In the event the Corporation at any time or from time to time after the Original Filing Date shall make or issue, or fix a record date for the determination of holders of any series of Common Stock entitled to receive, a dividend or other distribution payable on the Common Stock in additional shares of Common Stock, then and in each such event the Preferred Conversion Price in effect immediately before such event shall be decreased as of the time of such issuance or, in the event such a record date shall have been fixed, as of the close of business on such record date, by multiplying the Preferred Conversion Price then in effect by a fraction (a) the numerator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date, and (b) the denominator of which shall be the total number of shares of Common Stock issued and outstanding immediately prior to the time of such issuance or the close of business on such record date plus the number of shares of Common Stock issuable in payment of such dividend or distribution. Notwithstanding the foregoing, if such record date shall have been fixed and such dividend is not fully paid or if such distribution is not fully made on the date fixed therefor, the Preferred Conversion Price shall be recomputed accordingly as of the close of business on such record date and thereafter the Preferred Conversion Price shall be adjusted pursuant to this subsection as of the time of actual payment of such dividends or distributions.

3.6 Adjustments for Other Dividends and Distributions. In the event the Corporation at any time or from time to time after the Original Filing Date shall make or issue, or fix a record date for the determination of holders of any Common Stock entitled to receive, a dividend or other distribution payable in securities of the Corporation (other than a distribution of shares of Common Stock in respect of outstanding shares of Common Stock) or in other property and the provisions of Section 1 do not apply to such dividend or distribution, then and in each such event the holders of Junior Preferred Stock shall receive, simultaneously with the distribution to the holders of Common Stock, a dividend or other distribution of such securities or other property in an amount equal to the amount of such securities or other property as they

would have received if all outstanding shares of Junior Preferred Stock had been converted into Common Stock on the date of such event.

3.7 Adjustment for Merger or Reorganization, etc. Subject to the provisions of Subsection 1.3, if there shall occur any reorganization, recapitalization, reclassification, consolidation or merger involving the Corporation in which the Common Stock (but not the Junior Preferred Stock) is converted into or exchanged for securities, cash or other property (other than a transaction covered by Subsections 3.4 or 3.5), then, following any such reorganization, recapitalization, reclassification, consolidation or merger, each share of Junior Preferred Stock shall thereafter be convertible in lieu of the Common Stock into which it was convertible prior to such event into the kind and amount of securities, cash or other property which a holder of the number of shares of Common Stock of the Corporation issuable upon conversion of one share of Series A Junior Preferred Stock or Series B Junior Preferred Stock, as applicable, immediately prior to such reorganization, recapitalization, reclassification, consolidation or merger would have been entitled to receive pursuant to such transaction; and, in such case, appropriate adjustment (as determined in good faith by the Board of Directors of the Corporation) shall be made in the application of the provisions in this Section 3 with respect to the rights and interests thereafter of the holders of the Junior Preferred Stock, to the end that the provisions set forth in this Section 3 (including provisions with respect to changes in and other adjustments of the Preferred Conversion Price) shall thereafter be applicable, as nearly as reasonably may be, in relation to any securities or other property thereafter deliverable upon the conversion of the Junior Preferred Stock.

3.8 Certificate as to Adjustments. Upon the occurrence of each adjustment or readjustment of the Preferred Conversion Price pursuant to this Section 3, the Corporation at its expense shall, as promptly as reasonably practicable but in any event not later than 10 days thereafter, compute such adjustment or readjustment in accordance with the terms hereof and furnish to each holder of Junior Preferred Stock a certificate setting forth such adjustment or readjustment (including the kind and amount of securities, cash or other property into which the Junior Preferred Stock is convertible) and showing in detail the facts upon which such adjustment or readjustment is based. The Corporation shall, as promptly as reasonably practicable after the written request at any time of any holder of Junior Preferred Stock (but in any event not later than 10 days thereafter), furnish or cause to be furnished to such holder a certificate setting forth (i) the Preferred Conversion Price then in effect, and (ii) the number of shares of Common Stock and the amount, if any, of other securities, cash or property which then would be received upon the conversion of Junior Preferred Stock.

3.9 Notice of Record Date. In the event:

(a) the Corporation shall take a record of the holders of its Common Stock (or other capital stock or securities at the time issuable upon conversion of the Series A Junior Preferred Stock or Series B Junior Preferred Stock) for the purpose of entitling or enabling them to receive any dividend or other distribution, or to receive any right to subscribe for or purchase any shares of capital stock of any class or any other securities, or to receive any other security; or

(b) of any capital reorganization of the Corporation, any reclassification of the Common Stock of the Corporation, or any Deemed Liquidation Event; or

(c) of the voluntary or involuntary dissolution, liquidation or winding-up of the Corporation;

(d) of a public offering involving the capital stock or other securities of the Corporation;

then, and in each such case, the Corporation will send or cause to be sent to the holders of the Junior Preferred Stock a notice specifying, as the case may be, (i) the record date for such dividend, distribution or right, and the amount and character of such dividend, distribution or right, or (ii) the effective date on which such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation, or winding-up or public offering is proposed to take place, and the time, if any is to be fixed, as of which the holders of record of Common Stock (or such other capital stock or securities at the time issuable upon the conversion of the Junior Preferred Stock) shall be entitled to exchange their shares of Common Stock (or such other capital stock or securities) for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, transfer, dissolution, liquidation, winding-up or public offering, and the amount per share and character of such exchange applicable to the Junior Preferred Stock and the Common Stock. Such notice shall be sent at least 30 days prior to the record date or effective date for the event specified in such notice.

4. Redeemed or Otherwise Acquired Shares. Any shares of Junior Preferred Stock that are redeemed or otherwise acquired by the Corporation or any of its subsidiaries shall be automatically and immediately cancelled and retired and shall not be reissued, sold or transferred. Neither the Corporation nor any of its subsidiaries may exercise any voting or other rights granted to the holders of Junior Preferred Stock following redemption.

5. Waiver. Any of the rights, powers, preferences and other terms of the Series A Junior Preferred Stock set forth herein may be waived on behalf of all holders of Series A Junior Preferred Stock by the affirmative written consent or vote of the holders of at least a majority of the shares of Series A Junior Preferred Stock then outstanding. Any of the rights, powers, preferences and other terms of the Series B Junior Preferred Stock set forth herein may be waived on behalf of all holders of Series B Junior Preferred Stock by the affirmative written consent or vote of the holders of at least a majority of the shares of Series B Junior Preferred Stock then outstanding.

6. Notices. Any notice required or permitted by the provisions of this Article IV to be given to a holder of shares of Junior Preferred Stock shall, at the option of the Corporation, be hand-delivered or mailed, postage prepaid, to the post office address last shown on the records of the Corporation, and shall be deemed sent upon such delivery or mailing.

3. This Amendment No. 1 to Amended and Restated Articles of Incorporation does not provide for an exchange, reclassification, or cancellation of issued shares.

4. The date this Amendment No. 1 to Amended and Restated Articles of Incorporation was adopted by the Corporation is December 22, 2009.

5. This Amendment No. 1 to Amended and Restated Articles of Incorporation was (i) proposed by the Corporation's board of directors, (ii) recommended to the Corporation's shareholders by the Corporation's board of directors, and (iii) approved by the Corporation's shareholders, all in accordance with the provisions of Section 607.1003 of the FBCA. The number of votes cast by the shareholders for this Amendment No. 1 to Amended and Restated Articles of Incorporation (and the amendments contained herein) was sufficient for approval.

(Signature Page Follows)

**SIGNATURE PAGE
TO
AMENDMENT NO. 1
TO
AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
COADVANTAGE HOLDINGS, INC.**

IN WITNESS WHEREOF, this Amendment No. 1 to Amended and Restated Articles of Incorporation has been executed by a duly authorized officer of the Corporation in accordance with Section 607.0120(6) of the FBCA as of the date first set forth above.

By: 

Name: William H. Robinson, Jr.

Title: Secretary and General Counsel

COADVANTAGE HOLDINGS, INC.

**ACTION BY WRITTEN CONSENT
OF THE SHAREHOLDERS
IN LIEU OF MEETING**

Effective as of: December 21, 2009

The undersigned, being holders of record of CoAdvantage Holdings, Inc., a Florida corporation (the "Company"), who own a majority of the Company's shares entitled to vote upon the resolutions set forth below, do hereby waive all notice and consent to the adoption of such resolutions, to have the same force and effect as if adopted by a vote at a special meeting duly called and held for the purpose of acting upon proposals to adopt such resolutions, all in accordance with the provisions of the Florida Business Corporation Act and the Company's Bylaws:

Proposed Preferred Stock Issuance and Amendment to Amended and Restated Articles

WHEREAS, to encourage investment in and facilitate the continued growth of the Company, the Company desires the ability to issue a new class of preferred stock, senior to the Company's existing preferred and common stock; and

WHEREAS, in order to authorize and designate the rights and preferences of these new classes of preferred stock, the Company proposes to adopt and file with the Secretary of State of the State of Florida an amendment to the current Amended and Restated Articles of Incorporation, such amendment in substantially the form attached as Exhibit A (the "Amendment"); and

WHEREAS, the Company's Board of Directors has deemed the creation and issuance of the new class of preferred stock and the Amendment to be in the best interests of the Company and has recommended the Amendment to the Company's shareholders for approval.

NOW, THEREFORE, BE IT RESOLVED, that the Amendment be, and it hereby is, authorized and approved in all respects; and

FURTHER RESOLVED, that the officers of the Company be, and each such officer hereby is, authorized, directed and empowered, by, for, in the name and on behalf of the Company, to make, execute, file and deliver the Amendment to the Secretary of State of the State of Florida, with such changes or modifications such officers deem necessary or desirable, as evidenced by such officers' execution and delivery thereof.

Ratification of Prior Acts

FURTHER RESOLVED, that any and all lawful action taken in good faith by the officers and directors of the Company prior to the date hereof on behalf of the Company and in

furtherance of the transactions contemplated by the foregoing resolutions are in all respects ratified, confirmed and approved by the shareholders for all purposes.

Authorization of Further Actions

FURTHER RESOLVED, that the directors and officers of the Company are authorized to execute any and all documents or instruments and to do and perform any and all such other lawful acts and things that may be deemed necessary, appropriate or advisable to effect the purposes of the foregoing resolutions.

Counterparts and Signatures

FURTHER RESOLVED, that this action shall be effective upon the execution hereof by the holders of record of a majority of the Company's shares entitled to vote hereon, and may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one in the same instrument; and facsimile or portable data format (PDF) transmissions of the signatures provided for below may be relied upon, and shall have the same force and effect, as the originals of such signatures.

(Signature Pages Follow)

COADVANTAGE HOLDINGS, INC.

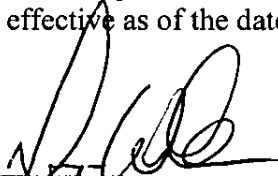
**SIGNATURE PAGE TO
ACTION BY WRITTEN CONSENT
OF THE SHAREHOLDERS
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Effective as of: December 21, 2009

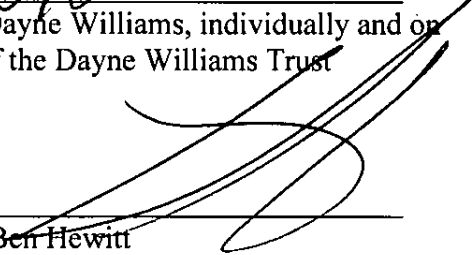
IN WITNESS WHEREOF, the undersigned shareholders, individually and on behalf of those trusts, corporations, limited liability companies, partnerships or other entities they have authority to represent, have executed this consent to be effective as of the date first set forth above.



Name: Bruce Goin



Name: Dayne Williams, individually and on behalf of the Dayne Williams Trust



Name: Ben Hewitt

Name: Mark Lowrey individually and as Trustee of the Mark W. Lowrey, Brian M. Lowrey, David A. Lowrey and John C. Lowrey Trusts dated 5/10/00

Name: Susan Lowrey

Name: John Riley on behalf of himself and Riley Development, The Brook Allison Riley Trust # 1 dated 3/13/97 and The Shannon Riley Trust # 1 dated 12/30/96

Name: Russell Newton, on behalf of DV Properties, Timucuan Fund, R2 Partners, RC94 Partners, and RJ04 Partners

Name: W. Andrew Krusen, Jr., on behalf of WIT Ventures, Ltd

Name: Ted White

COADVANTAGE HOLDINGS, INC.

**SIGNATURE PAGE TO
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OF THE SHAREHOLDERS
IN LIEU OF MEETING**

Effective as of: December 21, 2009

IN WITNESS WHEREOF, the undersigned shareholders, individually and on behalf of those trusts, corporations, limited liability companies, partnerships or other entities they have authority to represent, have executed this consent to be effective as of the date first set forth above.

Name: Dayne Williams, individually and on
behalf of the Dayne Williams Trust

Name: Bruce Goin

Name: Ben Hewitt

Name: Mark Lowrey individually and as
Trustee of the Mark W. Lowrey, Brian M.
Lowrey, David A. Lowrey and John C.
Lowrey Trusts dated 5/10/00

Name: Susan Lowrey

Name: John Riley on behalf of himself and
Riley Development, The Brook Allison Riley
Trust # 1 dated 3/13/97 and The Shannon
Riley Trust # 1 dated 12/30/96



Name: Russell Newton, on behalf of DV
Properties, Timucuan Fund, R2 Partners, RC94
Partners, and RJ04 Partners

Name: W. Andrew Krusen, Jr., on behalf of WIT
Ventures, Ltd

Name: Ted White

COADVANTAGE HOLDINGS, INC.

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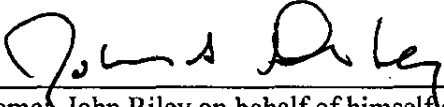
Name: Dayne Williams, individually and on
behalf of the Dayne Williams Trust

Name: Bruce Goin

Name: Ben Hewitt

Name: Mark Lowrey individually and as
Trustee of the Mark W. Lowrey, Brian M.
Lowrey, David A. Lowrey and John C.
Lowrey Trusts dated 5/10/00

Name: Susan Lowrey



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Riley Trust # 1 dated 12/30/96

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Properties, Timucuan Fund, R2 Partners, RC94
Partners, and RJ04 Partners



Name: W. Andrew Krusen, Jr., on behalf of WIT
Ventures, Ltd

Name: Ted White

EXHIBIT A

Amendment to the Amended And Restated Articles of Incorporation

(Attached)