

ADFIN SOLUTIONS, INC.

**AMENDMENT TO
SERIES A PREFERRED STOCK PURCHASE AGREEMENT**

This AMENDMENT TO SERIES A PREFERRED STOCK PURCHASE AGREEMENT (this "Amendment") is entered into as of April 10, 2013 by and among AdFin Solutions, Inc., a Delaware corporation (the "Company"), and the undersigned holders of the Company's Series A Preferred Stock (collectively, the "Preferred Holders") for the purpose of amending that certain Series A Preferred Stock Purchase Agreement, dated December 28, 2012 (the "Agreement"), by and among the Company and the purchasers set forth on Exhibit A attached thereto (the "Purchasers"). Capitalized terms used in this Amendment shall have the same meanings given to them in the Agreement unless otherwise indicated.

RECITALS

A. Section 8.1 of the Agreement provides that the Purchasers of a 90% majority of the Securities then outstanding, with the Company's written consent, may amend the Agreement on behalf of all of the Purchasers.

B. The Company and the Purchasers of a 90% majority of the Securities currently outstanding now desire to amend the Agreement as set forth below.

AGREEMENT

Therefore, pursuant to Section 8.1 of the Agreement, the Company and the Purchasers of a 90% majority of the Securities currently outstanding hereby agree as follows:

1. Section 2.2 of the Agreement, which previously read as follows:

"2.2 Subsequent Sales of Series A Preferred Stock. Subject to the terms and conditions set forth in this Agreement and through September 30, 2013, the Company may sell up to the balance of the Shares, other than 5,000,000 of Shares reserved for issuance to the Purchasers as set forth on the Payment Schedule, not sold at the initial Closing to purchasers (each a "Subsequent Purchaser") at a per share price not less than the price paid at the Initial Closing. Any such sale shall be made upon the same terms and conditions as those set forth herein, and each Subsequent Purchaser shall become a party to this Agreement (and Exhibit A hereto shall be amended to include such Subsequent Purchaser), the Investors' Rights Agreement attached hereto as Exhibit D (the "Rights Agreement"), the Right of First Refusal and Co-Sale Agreement attached hereto as Exhibit E (the "Co-Sale Agreement") and the Voting Agreement attached hereto as Exhibit F (the "Voting Agreement") and shall have the rights and obligations, and be treated as, a Purchaser hereunder and thereunder. Each closing of a sale of

Series A Preferred Stock to one or more Subsequent Purchasers shall be deemed to be a Closing for purposes of this Agreement. Each Purchaser hereby agrees to waive any rights of first refusal it may have in connection with the sale of Shares to Subsequent Purchasers.”

is hereby amended and restated in its entirety to read as follows:

“2.2 Subsequent Sales of Series A Preferred Stock. Subject to the terms and conditions set forth in this Agreement and through September 30, 2013, the Company may sell up to the balance of the Shares not sold at the Initial Closing in a manner consistent with the Payment Schedule to purchasers (each a “Subsequent Purchaser”) at a per share price not less than the price paid at the Initial Closing. Any such sale shall be made upon the same terms and conditions as those set forth herein, and each Subsequent Purchaser shall become a party to this Agreement (and Exhibit A hereto shall be amended to include such Subsequent Purchaser), the Investors’ Rights Agreement attached hereto as Exhibit D (the “Rights Agreement”), the Right of First Refusal and Co-Sale Agreement attached hereto as Exhibit E (the “Co-Sale Agreement”) and the Voting Agreement attached hereto as Exhibit F (the “Voting Agreement”) and shall have the rights and obligations, and be treated as, a Purchaser hereunder and thereunder. Each closing of a sale of Series A Preferred Stock to one or more Subsequent Purchasers shall be deemed to be a Closing for purposes of this Agreement. Each Purchaser hereby agrees to waive any rights of first refusal it may have in connection with the sale of Shares to Subsequent Purchasers.”

2. Section 8.1 of the Agreement, which previously read as follows:

“8.1 Entire Agreement; Amendment. This Agreement and the exhibits to this Agreement constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof, and any and all other written or oral agreements relating to the subject matter hereof existing between the parties hereto are expressly superseded hereby. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the party against whom enforcement of any such amendment or waiver is sought; provided, however, that the beneficial owners of a ninety percent (90%) majority of the Securities then outstanding may, with the Company’s written consent, execute such amendment or waiver on behalf of all of the Purchasers other than any Purchaser that the amendment or waiver treats in a materially adverse manner relative to the other Purchasers. Any amendment or waiver effected in accordance with this Section 8.1 shall be binding upon the

Company and the Purchaser and each future holder of the securities purchased hereunder.”

is hereby amended and restated in its entirety to read as follows:

“8.1 Entire Agreement; Amendment. This Agreement and the exhibits to this Agreement constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and thereof, and any and all other written or oral agreements relating to the subject matter hereof existing between the parties hereto are expressly superseded hereby. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the party against whom enforcement of any such amendment or waiver is sought; provided, however, that the beneficial owners of a sixty six (66%) majority of the Securities then outstanding may, with the Company’s written consent, execute such amendment or waiver on behalf of all of the Purchasers other than any Purchaser that the amendment or waiver treats in a materially adverse manner relative to the other Purchasers. Any amendment or waiver effected in accordance with this Section 8.1 shall be binding upon the Company and the Purchaser and each future holder of the securities purchased hereunder.”

3. Exhibit C of the Agreement is hereby amended and restated in its entirety to read as set forth in Schedule I attached hereto.
4. Except as amended hereby, the Agreement remains in full force and effect.
5. This Amendment shall be governed in all respects by the internal laws of the State of New York, without reference to principles of choice of law.
6. This Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment to Series A Preferred Stock Purchase Agreement as of the date first set forth above.

COMPANY:

ADFIN SOLUTIONS, INC.

By: *Jeanne Houweling*
Jeanne Houweling
President & CEO

STOCKHOLDERS:

JONATHAN LEITERSDORF

By: _____
Name: Jonathan Leitersdorf

DAVID J. MITCHELL

By: _____
Name: David J. Mitchell

IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment to Series A Preferred Stock Purchase Agreement as of the date first set forth above.

COMPANY:

ADFIN SOLUTIONS, INC.

By: _____
Jeanne Houweling
President & CEO

STOCKHOLDERS:

JONATHAN LEITERSDORF

By: _____
Name: Jonathan Leitersdorf

DAVID J. MITCHELL

By: _____
Name: David J. Mitchell

IN WITNESS WHEREOF, each of the parties hereto has executed this Amendment to Series A Preferred Stock Purchase Agreement as of the date first set forth above.

COMPANY:

ADFIN SOLUTIONS, INC.

By: _____
Jeanne Houweling
President & CEO

STOCKHOLDERS:

JONATHAN LEITERSDORF

By: _____
Name: Jonathan Leitersdorf

DAVID J. MITCHELL

By: _____
Name: David J. Mitchell



SCHEDULE I

Exhibit C

PAYMENT SCHEDULE

In the Initial Closing, David J. Mitchell purchased \$300,000 in Series A Preferred Stock and irrevocably commits to purchase an additional \$200,000 in Series A Preferred Stock on or before April 10, 2013.

“Subsequent Investment Schedule”

Name of Purchaser	Subsequent Investment Amount	Investment Type	Date
Option But Not Obligation to Purchase			
David J. Mitchell	\$250,000	Option But Not Obligation to Purchase	Exercise on or before June 30, 2013
Southern Trust Company, Inc.	\$250,000	Option But Not Obligation to Purchase	Exercise on or before June 30, 2013
Jonathan Leitersdorf	\$250,000	Option But Not Obligation to Purchase	Exercise on or before June 30, 2013
David J. Mitchell	\$250,000	Option But Not Obligation to Purchase	Exercise on or before August 31, 2013
Southern Trust Company, Inc.	\$250,000	Option But Not Obligation to Purchase	Exercise on or before August 31, 2013
Jonathan Leitersdorf	\$250,000	Option But Not Obligation to Purchase	Exercise on or before August 31, 2013
Total	\$1,500,000		

All of the options listed above may be exercised in whole or in part at the sole discretion of the holder of such options.

Notwithstanding anything to the contrary contained in any prior agreement relating to the options described above, the August 31, 2013 options in favor of David J. Mitchell, Southern Trust Company, Inc. and Jonathan Leitersdorf shall remain in full force and effect as to each Purchaser through August 31, 2013, even if such Purchaser fails to exercise all or part of his or its June 30, 2013 option.