

**ADFIN SOLUTIONS, INC.**

**AMENDMENT TO  
VOTING AGREEMENT**

This AMENDMENT TO VOTING AGREEMENT (this "Amendment") is entered into as of April 5, 2013 by and among AdFin Solutions, Inc., a Delaware corporation (the "Company"), the undersigned holders of the Company's Series A Preferred Stock (the "Preferred Holders"), and the undersigned key holders of the Common Stock of the Company (collectively, the "Key Holders") for the purpose of amending that certain Voting Agreement, dated December 28, 2012 (the "Agreement"), by and among the Company and the Key Holders and the Preferred Holders set forth on Exhibit A and Exhibit B attached thereto. Capitalized terms used in this Amendment shall have the same meanings given to them in the Agreement unless otherwise indicated.

RECITALS

A. The Company, the Preferred Holders who hold at least ninety percent (90%) of the Investor Shares and the majority of the holders of the Key Holder Shares now desire to amend the Agreement as set forth below.

AGREEMENT

Therefore, pursuant to Section 5.17 of the Agreement, the Company, the Preferred Holders, holding at least ninety percent (90%) of the Investor Shares and the majority of the holders of Key Holder Shares hereby agree as follows:

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

**"1. Shares Subject to this Agreement.** The Key Holders each agree to hold all shares of voting capital stock of the Company registered in their respective names or beneficially owned by them as of the date of this Agreement and any other shares of voting capital stock of the Company legally or beneficially held or acquired by them after the date hereof (the "**Key Holder Shares**") subject to, and to vote the Key Holder Shares in accordance with, the provisions of this Agreement. The Investors each agree to hold all shares of voting capital stock of the Company registered in their respective names or beneficially owned by them as of the date of this Agreement and any other shares of voting capital stock of the Company legally or beneficially held or acquired by them after the date hereof (the "**Investor Shares**" or, collectively with the Key Holder Shares, the "**Stockholder Shares**") subject to, and to vote the Investor Shares in accordance with, the provisions of this Agreement."

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

“1. **Shares Subject to this Agreement.** The Key Holders each agree to hold all shares of voting capital stock of the Company registered in their respective names or beneficially owned by them as of the date of this Agreement and any other shares of voting capital stock of the Company legally or beneficially held or acquired by them after the date hereof (the “*Key Holder Shares*”) subject to, and to vote the Key Holder Shares in accordance with, the provisions of this Agreement. The Investors each agree to hold all shares of voting capital stock of the Company listed in Exhibit A (the “*Investor Shares*” or, collectively with the Key Holder Shares, the “*Stockholder Shares*”) subject to, and to vote the Investor Shares in accordance with, the provisions of this Agreement.”

2. Section 5.17 of the Agreement, which previously read as follows:

“5.17 **Entire Agreement; Amendment; Waiver.** This Agreement, together with all the exhibits hereto, constitutes and contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings, duties or obligations between the parties with respect to the subject matter hereof. 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 (i) the Company, (ii) the holders of a ninety percent (90%) majority of the Investor Shares, and (iii) the holders of a majority of the Key Holder Shares; *provided, however*, that any amendment or waiver of this Agreement shall also require the written consent of any party that is adversely affected by such amendment or waiver to a materially greater degree than the other parties hereto.”

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

“5.17 **Entire Agreement; Amendment; Waiver.** This Agreement, together with all the exhibits hereto, constitutes and contains the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior negotiations, correspondence, agreements, understandings, duties or obligations between the parties with respect to the subject matter hereof. 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 (i) the Company, (ii) the holders of a sixty six percent (66%) majority of the Investor Shares, and (iii) the holders of a majority of the Key Holder Shares; *provided, however*, that any amendment or waiver of this Agreement shall also require the written consent of any party that is

adversely affected by such amendment or waiver to a materially greater degree than the other parties hereto.”

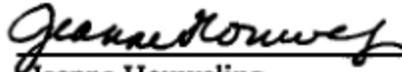
3. Except as amended hereby, the Agreement remains in full force and effect.
4. This Amendment shall be governed in all respects by the internal laws of the State of New York, without reference to principles of choice of law.
5. This Amendment may be executed in any number of counterparts, each of which 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 Voting Agreement as of the date first set forth above.

COMPANY:

ADFIN SOLUTIONS, INC.

By:   
\_\_\_\_\_  
Jeanne Houweling  
President & CEO

COUNTERPART SIGNATURE PAGE TO  
AMENDMENT TO  
VOTING AGREEMENT

KEY HOLDERS:

JONATHAN LEITERSDORF

By:   
Name: Jonathan Leitersdorf

JEANNE HOUWELING

By: \_\_\_\_\_  
Name: Jeanne Houweling

PREFERRED HOLDERS:

JONATHAN LEITERSDORF

By:   
Name: Jonathan Leitersdorf

DAVID J. MITCHELL

By: \_\_\_\_\_  
Name: David J. Mitchell

COUNTERPART SIGNATURE PAGE TO  
AMENDMENT TO  
VOTING AGREEMENT

KEY HOLDERS:

JONATHAN LEITERSDORF

By: \_\_\_\_\_  
Name: Jonathan Leitersdorf

JEANNE HOUWELING

By: *Jeanne Houweling*  
Name: Jeanne Houweling

PREFERRED HOLDERS:

JONATHAN LEITERSDORF

By: \_\_\_\_\_  
Name: Jonathan Leitersdorf

DAVID J. MITCHELL

By: \_\_\_\_\_  
Name: David J. Mitchell

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KEY HOLDERS:

JONATHAN LEITERSDORF

By: \_\_\_\_\_  
Name: Jonathan Leitersdorf

JEANNE HOUWELING

By: \_\_\_\_\_  
Name: Jeanne Houweling

PREFERRED HOLDERS:

JONATHAN LEITERSDORF

By: \_\_\_\_\_  
Name: Jonathan Leitersdorf

DAVID J. MITCHELL



By: \_\_\_\_\_  
Name: David J. Mitchell