

FILEONE, INC.

THIRD AMENDMENT TO SOFTWARE SERVICE AGREEMENT

This Third Amendment ("Amendment") shall be deemed a material part of that certain Software Services Agreement by and between FileONE, Inc., a North Carolina corporation ("FileONE") with Federal Identification Number 56-2137429, having its principal offices at 5520 Dillard Drive, Suite 280, Cary, NC, acting through its President, Robert Sydnor and the Department of State of Puerto Rico ("Customer"), with Corporate Social Security Number, 660-63-7290, acting through its acting Secretary of State, Vanessa Viera Rabelo, of legal age, married and resident of Carolina, Puerto Rico, with an address of P.O. Box 9023271, San Juan, PR 00902-3271 ("Initial Agreement") as amended by a First Amendment to Agreement dated February 5th, 2010 ("First Amendment") and as amended by a Second Amendment to Agreement dated December 28, 2010 ("Second Amendment") (Initial Agreement, First Amendment and Second Amendment are collectively referred to as "Agreement"). The terms of this Amendment shall modify and supersede any and all inconsistent terms of the Agreement. Capitalized terms not otherwise defined herein shall have the same meanings ascribed to them in the Agreement.

RECITALS

WHEREAS, FileONE and Customer entered into the Agreement under which FileONE will be supplying its SystemWorks business filing systems and other related services to Customer;

WHEREAS, FileONE and Customer executed the Second Amendment in order for FileONE to provide Back File services to the Customer;

WHEREAS, during the course of performing such Back File services, the Customer identified additional documents which need to be scanned, imaged, indexed and placed in storage which were not included in the initial estimate of documents set forth in the Second Amendment; these documents include fifty three (53) additional boxes of files that were not counted in the initial estimate, Annual Reports that were stored in the Offices of the Corporations Registry and other offices within the Department of State, which were not counted and files undergoing administrative processes required by law, which were not counted;

WHEREAS, Customer and FileONE also identified additional Back File services which need to be performed as a result of incorrect filings, filings with two sided pages, illegible documents, deficiencies in paper reports received by the Customer and filing which the Customer continues to receive;

WHEREAS, In order for Customer to program and complete the window of opportunity ("ventana de oportunidad") for corporations, pursuant to Article 22.08 of Law No. 164 of 2009, as amended, during this fiscal year, registered corporations need the best available resources to promptly and completely check the status of their corporations in the Department of State online;

WHEREAS, if successfully programmed counting with a complete scanned, imaged and indexed database provided by FileONE, the window of opportunity should generate a significant amount of funds for the General Fund and the Special Fund of Corporations during this fiscal year;

WHEREAS, both FileONE and Customer wish to make a third amendment to the Agreement in order for FileONE to provide such additional Back File services with respect to the Customer's documents; and

WHEREAS, the Agreement is a valid and subsisting agreement between FileONE and Customer and both parties shall continue to be bound by the terms and conditions of the Agreement not otherwise amended herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby specifically incorporated into, and deemed a material part of, this Amendment.

2. **Back File Services.** In accordance with the terms of Attachment 2 of the Agreement, Customer hereby authorizes FileONE to provide additional Back File Services in excess of the maximum volumes set forth in the Second Amendment. FileONE shall provide the additional Back Filing services at the rates set forth in the **Exceeded Volume Pricing For the Back File Services** table set forth on Attachment 2. Customer shall pay for such additional Back File services in accordance with the payment terms set forth in the Agreement.

3. **Invoices.** The first two sentences of Section C of Attachment 2 to the Agreement are hereby deleted in their entirety and replaced in their entirety with the following:

"Invoices. Services provided by FileONE to the Customer for the Project Definition and Analysis Deliverable Milestone, the Payments for the six (6) Months of Back File Documents Processed Milestones and the payment for the additional Back File Services in excess of the maximum volumes set forth in the Second Amendment shall be calculated up to a maximum of three million seven hundred fifty thousand five hundred forty nine dollars (\$3,750,549.00) unless extended by mutual written agreement by the parties. **For the avoidance of doubt, the maximum amount of three million seven hundred fifty thousand five hundred forty nine dollars (\$3,750,549.00) does not include any amounts that may be billed separately by FileONE for charges associated with the additional filing charge per transaction – Annual Report Filing Milestone and the AR Penalty Fee Milestone."**

4. **Exceeded Volume Estimates and Costs.** According to the above, the following text and table will be added after the last paragraph of Attachment 2:

"Exceeded Volume Estimates and Costs. The Customer identified additional documents which need to be scanned, imaged, indexed and placed in storage which were not included in the initial estimate of documents as well as identified additional Back File services which need to be performed as a result of incorrect filings, filings with two sided pages, illegible documents, deficiencies in paper reports received by the Customer and filing which the Customer continues to receive.

The additional estimated costs for the following services to be provided by FileONE are as follow:

Task	Description	Price	Estimated Additional Quantity	Total Price
Scanning and	Additional scanning and Basic Indexing	\$0.72 per	2,386,816	\$1,718,507.52

Indexing	above 2,900,000 pages	page		
	Additional Full Indexing above 40,000 filings	\$3.60 per filing	39,053	\$140,590.80
Microfilm of Images	Microfilm of additional pages above 2,900,000	\$0.08 per page	2,386,816	\$190,945.28
Pick and Pull Services	Additional Corporation folder pulls above 65,000	\$0.90 per folder	39,053	\$35,147.70
				MAXIMUM TOTAL PRICE
				\$2,085,191.30

Due to the significant volume of documents to be processed, FileONE agreed to provide a discount of \$91,146.30, which lowers the maximum Total Price of the services to **\$1,994,045.00.**"

5. **Continuing Validity of Agreement.** Except as specifically set forth in this Amendment, all remaining terms and conditions of the Agreement shall remain in full force and effect.

EXECUTED as of the 2 day of September, 2011.

FileONE, INC.
acting through its President,
Robert Sydnor

Department of State of Puerto Rico
Acting Secretary of State,
Vanessa Viera Rabelo

By: [Signature]
Its: President

By: [Signature]
Its: [Signature]