

2. AMENDMENT/MODIFICATION NO. M005
 3. EFFECTIVE DATE See Block 16c
 4. REQUISITION/PURCHASE REQ. NO. 38-07-738-M005
 Dte 09/13/2011
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 3100
 U.S. Nuclear Regulatory Commission
 Div. of Contracts
 Attn: Carol Greenwood: 301-492-3694
 Mail Stop: TWB-01-B10M
 Washington, DC 20555
 7. ADMINISTERED BY (If other than Item 6) CODE 3100
 U.S. Nuclear Regulatory Commission
 Div. of Contracts
 Mail Stop: TWB-01-B10M
 Washington, DC 20555

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)
 NEWSGATOR TECHNOLOGIES, INC.
 950 17TH ST STE 2500
 DENVER CO 802024123
 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. GS35F0139N DR-38-07-738
 10B. DATED (SEE ITEM 13) 09-24-2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A
 DUNS: 144265217
 NAICS Code: 511210

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 The purpose of this modification is to recognize the Novation Agreement executed by the General Services Administration (GSA) against GSA Schedule Contracts GS-35F-0133U and GS-35F-0139N as listed in Exhibit A. The Novation Agreement legally recognizes NewsGator Technologies, Inc. as the successor in interest to Tomoye Corporation in accordance with the requirements of FAR Subpart 42.12.

As a result of this Novation Agreement, NRC's Delivery Order is hereby modified:
 1) Delete in its entirety the contents in Block 17a of SF1449 and replace it with the contents located in Block 8 of this modification. Please see the attached modification processed by GSA. The DUNS Code is changed to: 144265217.
 This modification applies to previous modification M004 dated 09/02/2011
 All other terms and conditions remain in effect and the same.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)
 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)
 15C. DATE SIGNED
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael A. Turner Contracting Officer
 16B. UNITED STATES OF AMERICA BY *Michael A. Turner* (Signature of Contracting Officer)
 16C. DATE SIGNED 9/14/2011

TEMPLATE - ADM001 **SUNSI REVIEW COMPLETE** NOV 21 2011 **ADM002**

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. PA-0007	3. EFFECTIVE DATE 01-06-2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (IF APPLICABLE) 070	
6. ISSUED BY Code	7. ADMINISTERED BY (if other than item 6) Code			
IT ACQUISITION CENTER 2200 CRYSTAL DR., CP 4 ARLINGTON, VA 22202		GSA/FAS CONT MGMT DIV (2FQC-1) 10 CAUSEWAY ST BOSTON MA 02222 617-585-7600		

8. Name and Address of Contractor (No., street, county, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO.
NEWSGATOR TECHNOLOGIES, INC. 950 17TH ST STE 2500			9B. DATED (SEE ITEM 11)
DENVER, CO 802024123		X	10A. MODIFICATION OF CONTRACT/ORDER NO. GS-35F-0133U
CODE	FACILITY CODE		10B. DATED (SEE ITEM 13) DEC 10, 2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended is not extended.

Offer's must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 6 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or
 (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted; such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF:
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR Part 52.212-4(c) Changes

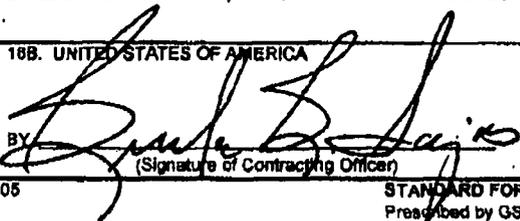
E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The above number contract is modified as follows:

Changed DUNS Number from 200598279 to 144265217 due to a change of company's name. The contract value remains unchanged.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		BRENDA B. SAJOUS, CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	18B. UNITED STATES OF AMERICA	18C. DATE SIGNED
(Signature of person authorized to sign)		BY  (Signature of Contracting Officer)	01/06/2011

SF-30 Modification PA-0007 of Contract GS-35F-0133U

The following Special Item Numbers are affected by this modification:

132-33, 132-34, 132-50 and 132-52

The Subject contract is hereby modified as follows:

- a) Item Addition(s)
 - New Products
 - New Manufacturer(s)
- b) Item Deletions: Equipment no longer in production but available for purchase until full inventory is exhausted.
- c) Price Reductions(s)
 - Permanent through end of contract period
 - Temporary from
- d) Economic Price Adjustment
- e) Other Changes(s): ADMINISTRATIVE CHANGE - CHANGED DUNC DUNS NUMER DUE TO NOVATION AND NAME CHANGE.

NEWSGATOR TECHNOLOGIES, INC. shall include the above changes as a supplemental pricelist and distribute it to the Government agencies which received the basic pricelist. Three (3) copies of the pricelist should be furnished to the Contracting Officer within fifteen (15) days from receipt of this document. Two (2) copies should be forwarded to the following address:

General Services Administration
National Customer Service Center (6FR)
1500 E. Bannister Road, Bldg. #4
Kansas City, MO 64131 - 3009

NEWSGATOR TECHNOLOGIES, INC. shall upload all applicable changes to the GSA advantage! as soon as possible, but not later than 5 calendar days from the receipt of this document.

NEWSGATOR TECHNOLOGIES, INC. shall submit within 10 calendar days from the receipt of this document, a notification to the Contracting Officer of the date which all applicable changes were uploaded to the GSA Advantage!.

Additional comments and/or provisions:

All other terms and conditions remain the same.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. PA-0006	3. EFFECTIVE DATE 01-05-2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (IF APPLICABLE) 070

6. ISSUED BY Code	7. ADMINISTERED BY (If other than Item 6) Code
IT ACQUISITION CENTER 2200 CRYSTAL DR., CP 4 ARLINGTON, VA 22202	GSA/FAS CONT MGMT DIV (2FQC-1) 10 CAUSEWAY ST BOSTON MA 02222 617-565-7600

8. Name and Address of Contractor (No., street, county, State and ZIP Code)	(X)	9A. AMENDMENT OF SOLICITATION NO.
TOMOYE CORPORATION 86 PROM DU PORTAGE GATINEAU, QC J8X 2K1		9B. DATED (SEE ITEM 11)
CODE	X	10A. MODIFICATION OF CONTRACT/ORDER NO. GS-35F-0133U
FACILITY CODE		10B. DATED (SEE ITEM 13) DEC 10, 2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or
 (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

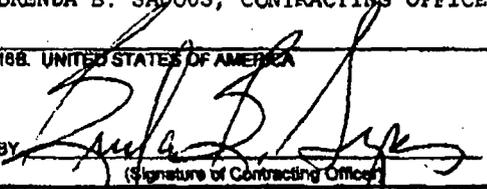
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

[]	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF:
[]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) Novation and Change Of Name Agreement FAR 42.12

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 The above number contract is modified as follows:
 The above contract under FSC Group 70, Information Technology Multiple Award Schedule, is hereby modified to find it legally sufficient to recognized NewsGator Technologies, Inc. as the successor in interest to Tomoye Corporation in accordance with the requirements of FAR Subpart 42.12. Therefore the name is being changed from Tomoye Corporation to NewsGator Technologies, Inc, 950 17th Street, Suite 2500, Denver, CO 80202, telephone number (303-552-3900 and fax number 303-552-3901. All other discounts terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
	BRENDA B. SAJOUS, CONTRACTING OFFICER
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
BY 	01/05/2011
(Signature of person authorized to sign)	(Signature of Contracting Officer)

JR-30 Modification PA-0006 of Contract GS-35F-01330

The following Special Item Numbers are affected by this modification:

132-33, 132-34, 132-52 and 132-50

The Subject contract is hereby modified as follows:

- a) Item Addition(s)
 - New Products
 - New Manufacturer(s)
- b) Item Deletions: Equipment no longer in production but available for purchase until full inventory is exhausted.
- c) Price Reductions(s)
 - Permanent through end of contract period
 - Temporary from
- d) Economic Price Adjustment
- e) Other Changes(s): See Block #14 on page 1.

The above modification is in accordance with the attached letter from TOMOYE CORPORATION Dated Nov 02, 2010.

TOMOYE CORPORATION shall include the above changes as a supplemental pricelist and distribute it to the Government agencies which received the basic pricelist. Three (3) copies of the pricelist should be furnished to the Contracting Officer within fifteen (15) days from receipt of this document. Two (2) copies should be forwarded to the following address:

General Services Administration
National Customer Service Center (6FR)
1500 E. Bannister Road, Bldg. #4
Kansas City, MO 64131 - 3009

TOMOYE CORPORATION shall upload all applicable changes to the GSA advantage! as soon as possible, but not later than 5 calendar days from the receipt of this document.

TOMOYE CORPORATION shall submit within 10 calendar days from the receipt of this document, a notification to the Contracting Officer of the date which all applicable changes were uploaded to the GSA Advantage!.

Additional comments and/or provisions:

All other terms and conditions remain the same.

EXHIBIT A
Novation Agreement

NOVATION AGREEMENT

TOMOYE CORPORATION (Transferor), a corporation duly organized and existing under the laws of Canada with its principal office in Gatineau, the Province of Quebec, Canada; NEWSGATOR TECHNOLOGIES, INC. (Transferee), a corporation duly organized and existing under the laws of the State of Delaware with its principal office in Denver, Colorado; and the UNITED STATES OF AMERICA (Government) enter into this Agreement as of March 5, 2010.

(a) THE PARTIES AGREE TO THE FOLLOWING FACTS:

(1) The Government, represented by various Contracting Officers of the Federal Acquisition Services, the U.S. Army and the other government entities set forth on 'Exhibit A,' has entered into certain contracts with the Transferor, as shown in the attached list marked 'Exhibit A' and incorporated in this Agreement by reference. The term the contracts, as used in this Agreement, means the above contracts and purchase orders and all other contracts and purchase orders, including all modifications, made between the Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under these contracts and purchase orders). Included in the term *the contracts* are also all modifications made under the terms and conditions of these contracts and purchase orders between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of January 19, 2010, the Transferor has transferred to the Transferee and its wholly owned subsidiary, NewsGator Technologies Canada, Inc. (Subsidiary), all the assets of the Transferor by virtue of an Asset Purchase Agreement, the Bill of Sale and Assignment and the Assumption Agreement between the Transferor, the Transferee and the other parties thereto.

(3) The Transferee and Subsidiary acquired all the assets of the Transferor by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the contracts by virtue of the above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the contracts.

(6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the contracts.

(7) Evidence of the above transfer has been filed with the Government.

(b) IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT—

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the contracts.

(2) The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the contracts as if the Transferee were the original party to the contracts.

(3) The Transferee ratifies all previous actions taken by the Transferor with respect to the contracts, with the same force and effect as if the action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the contracts. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contracts as if the Transferee were the original party to the contracts. Following the effective date of this Agreement, the term *Contractor*, as used in the contracts, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the contracts, shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the contracts, to the extent of the amounts paid or reimbursed.

(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contracts.

(8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee (i) assumes under this Agreement or (ii) may undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(9) The contracts shall remain in full force and effect, except as modified by this Agreement.

[Signature Page Follows]

Each party has executed this Agreement as of the day and year first above written.

UNITED STATES OF AMERICA

By Paulo D. Lujan
Title Contracting Officer

dated: 01/05/2011

TOMOYE CORPORATION,

By [Signature]
Title CEO

NEWSGATOR TECHNOLOGIES, INC.,

By [Signature]
Title President and CEO

EXHIBIT A
SEE ATTACHED

Federal Novation Process

Contracting Party	Name of Contract	Contract Date	Contract Number	P/O or Quote or?	Contract Type	Name of Contracting Officer	Address of Contracting Office
Squadron	Solicitation/Contract	14-Mar-09	GS-35F-0133U	order fa330009f0039	fixed price	Donald R. Perkins	42nd Contracting Squadron Attn: L 50 Lemay Plaza South Bldg 804 Maxwell AFB AL 36112-5948
Squadron, Maxwell Airforce Base (Air University)		October 30, 2009	GS-35F-0133U	order fa330010f0020	fixed price	Sandra K. Turner	42nd Contracting Squadron Attn: L 50 Lemay Plaza South Bldg 804 Maxwell AFB AL 36112-5948
Squadron, Maxwell Airforce	Solicitation/Contract	15-Sep-09	GS-35F-0133U	order fa330009f0026	fixed price	Cherri A. Duval	42nd Contracting Squadron 50 Lemay Plaza South Bldg 804 Maxwell AFB AL 36112-5948
US Army	Quotation CC082503-2	September 25, 2005	GS-35F-0139N	order t0803bn4452	fixed price	T J Hewitt	59th Signal BN Bldg. 800, Door 13 Fort Richardson, AK 99505
Staff College	Solicitation/Contract	6-May-03	GS-35F-0139N	DAB50103F0454	fixed price	Tonya Lovelace	Directorate of Contracting 800 Thomas Ave Fort Leavenworth 66027-1417
University (US Army Contracting	Solicitation/Contract	9-Jul-07	W91QV1-07-P-0218		fixed price	Jill Garcia	US Army Contracting Agency Capital District Contracting Center 9410 Jackson Loop Suite 101 Fort Belvoir VA 22060-5134
University (US Army Contracting	Solicitation/Contract	15-Jun-10	GS-35F-0133U	W91QV1-07-P-0141	fixed price	Stephanie W. Charlot	US Army Contracting Agency Capital District Contracting Center 9410 Jackson Loop Suite 101 Fort Belvoir VA 22060-5134
University (US Army Contracting	Amendment of	20-May-09	W91QV1-07-P-0218	ndment, no need to cor	fixed price	Jill Garcia	US Army Contracting Agency Capital District Contracting Center 9410 Jackson Loop Suite 101 Fort Belvoir VA 22060-5134
	Invoice #20075886 for	31-Oct-06	GS-35F-0139N	order fa330006fa234	fixed price	Carma Rochell	DISA DECC Ogden 7879 Wardleigh Road, Bldg. 891 Hill AFB, UT 84056-5996
Support Activity (DoD)	Solicitation/Contract	7-Sep-08	HYO127-08-M-0160		fixed price	Larry Wood	Defense Programs Support Activity 7175 Troy Hill Drive Elkridge MD 211
	Order for Supplies	15-Aug-06	GS-35F0139N	order gst0005ac6403	fixed price	Curtis E. Glover, Sr.	GSA IT Acquisition Services Center 1800 K Street, NW Room 2024 Washington, DC 20405
	Amendment of	9-Jan-09		amendment no need to con	fixed price	Phyllis D. Lyles	GSA NCR Region 300 7th Street, SW Room 6109 Washington, DC 20407
	Order for Supplies or	29-Aug-05	GS-35F0139N	order gst0005ac6403	fixed price	Sherman E. Farves	GSA IT Acquisition Services Center 1800 F Street, NW Room 2024 Washington, DC 20405
F3D (Randolph AFB)	Order for Commercial	31-Jul-09	GS-35F0133U	order fa308909f0200	fixed price	Linda M. Johnson	AETC 12 CONS/LGCB-FA3089 395 B Stree Randolph AFB TX 78150-4525
Leavenworth (BCKS)	Order for Supply or	17-Sep-09	GS-35F0133U	order w91qf409f0121	fixed price	Leo Burris	MICC DOC Fort Leavenworth 600 Thomas Ave Unit 3 Room 254 Fort Leavenworth KS 66027-1417
Leavenworth (BCKS)	Order for Supply or	17-Sep-09	GS-35F0133U	fer w91qf409f0121P000	fixed price	Jennifer Jordan	MICC DOC Fort Leavenworth 600 Thomas Ave Unit 3 Room 254 Fort Leavenworth KS 66027-1417
Order for Commercial Items		18-May-05	GS-35F0139U	order w9137b06f006	fixed price	Jill Garcia US Army Contracting	

Capital District Contracting Center
9410 Jackson Loop Suite 101

					Fort Belvoir VA 22060-5134
istrict Washington)	Order for Supplies or	20-Oct-03	GS-35F-0139N	order gst0303ds0070 fixed price Christopher Anderson	NSWCDD. Code XDW, bldg 182 17230 Dalgren Road Dalgren, VA 22448
gence	Order for Supplies	16-Apr-03	GS-35F-0139N	Order N0001503f1409 fixed price Patty L. Mason	Office of Naval Intelligence 4251 Suitland Road Washington, DC 20395
s Military Academy	Solicitation/Contract	6-Feb-03	GS-35F-0139N	order da8j4503f0064 fixed price Patricia N. Campbell	ACA United States Military Academy Dir. Of Contracting SFCA-NR-WP 681 Hardee Place West Point NY 10:
s Military Academy	Solicitation/Contract	17-Dec-08		w911sd09p0061 fixed price Patricia N. Campbell	ACA United States Military Academy Dir. Of Contracting SFCA-NR-WP 681 Hardee Place West Point NY 10:
s Military Academy	Amendment of	4-Feb-09		amendment no need to tra fixed price Patricia N. Campbell	ACA United States Military Academy Dir. Of Contracting SFCA-NR-WP 681 Hardee Place West Point NY 10:
s Military Academy	Memorandum for	26-Jan-09		attached to contract no need to fixed price	
s Military Academy	Amendment of	22-Sep-09		w911sd09p0061 fixed price Patricia N. Campbell	USACA United States Military Acad Dir. Of Contracting SFCA-NR-WP 681 Hardee Place West Point NY 10:
gineers	Solicitation/Contract	12-Jul-04	GS-35F-0139N	w912hq04f0090 fixed price Chester Walker	USACE, Humphreys Engr Support C 7701 Telegraph Road Alexandria, VA 22315-3660
se (FISC Norfolk Detachment)	Order for Supplies or	28-Mar-03	GS-35F-0139N	order n0060003f1258 fixed price Roscoe Crawford	FISC Norfolk Detachment Washington Suite 400 1014 N Street Washington Navy Yard DC 20374-51
ory Commission	Amendment of	24-Sep-09		amendment to contract no need fixed price Monique B. Williams	U.S. Nuclear Regulatory Commissic Div. of Contracts Mail Stop: TWB-01 Washington, DC 20555
ory Commission	Order for Supplies or	27-May-05	GS-35F-0139N	order dr3803377 fixed price Monique B. Williams	U.S. Nuclear Regulatory Commissic Div. of Contracts Mail Stop: T-7-4-2 Washington, DC 20555
ory Commission	Solicitation/Contract	23-Sep-09	GS-35F-0139N	order MRCDR3809747 fixed price Monique B. Williams	U.S. Nuclear Regulatory Commissic Div. of Contracts Mail Stop: TWB-01 Washington, DC 20555

CERTIFICATE

I, Bernard Dufresne, certify that I am a director of TOMOYE CORPORATION; that Eric Sauve, who signed this Agreement for this corporation, was then Chief Executive Officer of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this 21 day of November 2010.

By _____

Bernard Dufresne

CERTIFICATE

I, Greg Reinacker, certify that I am the Secretary of NEWSGATOR TECHNOLOGIES, INC. that J.B. Holston, who signed this Agreement for this corporation, was then President and Chief Executive Officer of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers.

Witness my hand and the seal of this corporation this 5 day of November 2010

By _____