

2 AMENDMENT/MODIFICATION NO      3 EFFECTIVE DATE      4 REQUISITION/PURCHASE REQ NO      5 PROJECT NO (if applicable)  
 001060

6 ISSUED BY      CODE      7 ADMINISTERED BY (if other than item 8)      CODE  
 NASA/Marshall Space Flight Center      MSFC      Kathy Christy      MSFC  
 Procurement Office           Email: kathy.christy@nasa.gov  
 Marshall Space Flight Center AL 35810           Telephone: (256) 961-1536  
    Fax: (256) 544-5028

8 NAME AND ADDRESS OF CONTRACTOR (inc, street, county, State and ZIP Code)      9A AMENDMENT OF SOLICITATION NO  
 INFOBRO CORPORATION      (X)  
 Attn: Larry Stanley      9B DATED (SEE ITEM 11)  
 6705 ODYSSEY DR  
 HUNTSVILLE AL 35896-1306  
 X 10A MODIFICATION OF CONTRACT ORDER NO  
 NNMCSAAC 00  
 10B DATED (SEE ITEM 11)  
 02/10/2008  
 CODE      0AFL2      FACILITY CODE

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.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
 See Schedule

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

CHECK ONE  
 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 date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)  
 X C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 43.103 (a)(3) Reflect other agreements of the parties  
 D OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor       is not       is required to sign this document and return \_\_\_\_\_ 2 \_\_\_\_\_ copies to the issuing office.

14 DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)  
 This bilateral modification incorporates the clause 52.131-19 entitled "Availability of Funds for the Next Fiscal Year" into the contract. This clause applies to CLINS 1, 3, 4, 5 and 6.

Except as provided herein, all terms and conditions of the document referenced in item 5A 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)  
 LARRY F. LAWSON, Director of Contracts      Kathryn C. Christy  
 15B CONTRACTOR/OFFEROR      15C DATE SIGNED      16B UNITED STATES OF AMERICA      16C DATE SIGNED  
 Larry F. Lawson      9-10-10      Kathryn C. Christy      9/10/10  
 (Signature of person authorized to sign)      (Signature of Contracting Officer)

1. This modification incorporates the clause 52.232-19 entitled "Availability of Funds for the Next Fiscal Year" into the contract.

52.232-19 Availability of Funds for the Next Fiscal Year.

AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2010. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2010, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

2. The clause (52.232-19) in paragraph 1 of this modification applies to the following:

- Contract CLINS : 1,3,4,5 and 6

3. Attached with this modification is a slip sheet to Section I, page I-28 of the Basic contract reflecting the addition of clause 52.232-19 to the contract.

**Contract NNM08AA20C**

(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in the contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the *Federal Register* semiannually on or about January 1<sup>st</sup> and July 1<sup>st</sup>) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of Government property or any other failure to perform this contract according to its terms

(g) *Use revocation.* At any time during the rental period the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) *Unauthorized use.* The unauthorized use of Government property can subject a person to fines, imprisonment, or both under 18 U.S.C. 641.

(End of Clause)

**I.26 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)**

Funds are not presently available for performance under this contract beyond September 30, 2010. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2010, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

**[END OF SECTION]**