

**SALE OF GOVERNMENT PROPERTY
AMENDMENT OF INVITATION FOR BIDS/MODIFICATION OF CONTRACT**

1. AMENDMENT TO INVITATION FOR BIDS NO.:		2. EFFECTIVE DATE	PAGE 1 OF 2 PAGES
SUPPLEMENTAL AGREEMENT NO.: 5		06/07/2012	
3. ISSUED BY DLA Disposition Services National Sales Office 74 North Washington Street Battle Creek, MI 49017-3092		4. NAME AND ADDRESS WHERE BIDS ARE RECEIVED	
5. <input type="checkbox"/> AMENDMENT OF INVITATION FOR BIDS NO. (See Item 6)	DATED	<input checked="" type="checkbox"/> MODIFICATION OF CONTRACT NO. (See Item 8)	DATED
			07/31/2008

6. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF INVITATIONS FOR BIDS

The above numbered invitation for bids is amended as set forth in Item 9. Bidders must acknowledge receipt of this amendment unless indicated otherwise in item 11 prior to the hour and date specified in the invitation for bids, or as amended, by one of the following methods:

- (a) By signing and returning _____ copies of this amendment;
- (b) By acknowledging receipt of this amendment on each copy of the bid submitted; or
- (c) By separate letter or telegram which includes a reference to the invitation for bids and amendment number.

FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR BID. If by virtue of this amendment you desire to change a bid already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the invitation for bids and this amendment, and is received prior to the opening hour and date specified.

7. ACCOUNTING AND APPROPRIATION DATA (if required)

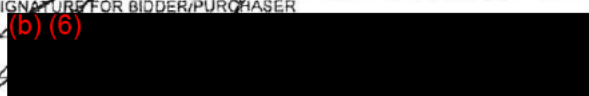
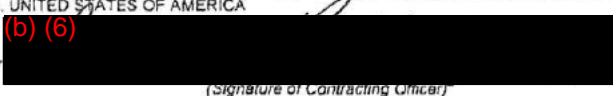
8. THIS APPLIES ONLY TO MODIFICATION OF CONTRACTS

This Supplemental Agreement is entered into pursuant to authority of

Mutual Agreement for Contract 08-0001-0001

9. DESCRIPTION OF AMENDMENT/MODIFICATION (Except as provided below all terms and conditions of the document referenced in Item 5 remain in full force and effect)

Whereas Contract 08-0001-0001 was entered into on July 31, 2008 by and between the United States of America, hereinafter referred to as the GOVERNMENT, and Liquidity Services, Incorporated, hereinafter referred to as the CONTRACTOR, and whereas the contract involved property as described in Invitation For Bid (IFB) 08-0001:

THE HOUR AND DATE FOR RECEIPT OF BIDS (LOCAL TIME) DATE		<input type="checkbox"/> IS NOT EXTENDED.	<input type="checkbox"/> IS EXTENDED UNTIL _____ O'CLOCK _____ M
10. BIDDER/PURCHASE NAME AND ADDRESS (include ZIP Code) Liquidity Services, Incorporated 1920 L Street, NW, 6th Floor Washington, DC 20036		11. <input checked="" type="checkbox"/> BIDDER IS NOT REQUIRED TO SIGN THIS DOCUMENT <input type="checkbox"/> PURCHASER IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ORIGINAL AND <u>0</u> COPIES TO THE ISSUING OFFICE	
12. SIGNATURE FOR BIDDER/PURCHASER BY 		15. UNITED STATES OF AMERICA BY  <i>(Signature of Contracting Officer)</i>	
13. NAME AND TITLE OF SIGNER (Type or print) BRUCE GEAREY Executive Vice President	14. DATE SIGNED 06/07/2012	16. NAME OF CONTRACTING OFFICER (Type or print) REBECCA BELLINGER	17. DATE SIGNED 06/07/2012

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CONTRACT NUMBER 08-0001-0001

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WHEREAS, certain DLA Disposition Services assets that have been determined no longer needed by the Government may result in a sales transaction that is conducted by the DLA Disposition Services Sales Office.

WHEREAS, **Contract 08-0001-0001, Article Six, Section 1(C) Contractor's Right to Non-Delivery Order Items**, states, "The Government will decide items to be sold to the Contractor regardless of FSC, location, or demilitarization code. Contractor has no right to any property that is not issued to them on a delivery order. Subject to certain limited exceptions, the Contractor will have the contractual obligation to purchase the flow of property when issued on a delivery order. The Contractor, however, will also have the right to return, and is required to return, property after having paid the Contractor's purchase price should the Contractor elect to not resell. The Contractor shall coordinate return of property with the SCO. Contractor is liable for all cost associated with the return of the property to the Government. The price paid by the Contractor to the Government for the property will not be refunded to the Contractor once it is paid to the Government. All property returns must be properly identified to DRMS by the original Disposal Turn-In Document (DTID) number. DRMS reserves the right to sell property or offer property through alternative sales or contract means for all property not issued on a Delivery Order under this IFB."

NOW THEREFORE, it is mutually agreed between the Government and the Contractor hereto that the following changes are in effect:

Contract 08-0001-0001, Article Six, Section 1(C) Contractor's Right to Non-Delivery Order Items, is changed to read: "The Government will decide items to be sold to the Contractor regardless of FSC, location, or demilitarization code. Contractor has no right to any property that is not issued to them on a delivery order. Subject to certain limited exceptions, the Contractor will have the contractual obligation to purchase the flow of property when issued on a delivery order. DRMS reserves the right to sell property or offer property through alternative sales or contract means for all property not issued on a Delivery Order under this IFB."

/////////////////////////////////NOTHING FOLLOWS////////////////////////////////