

EXHIBIT 1

This instrument was prepared by and when recorded return to:

Sarah C. Kessler, Esq.
Chapman and Cutler LLP
111 West Monroe Street
Chicago, Illinois 60603

Tax Parcel Identification Number: 019-4-21-0010

THE MAXIMUM PRINCIPAL AMOUNT SECURED BY THIS DEED OF TRUST AT ANY ONE TIME IS \$4,290,000.

PURSUANT TO SECTION 58.1-803€ THIS DEED OF TRUST IS A REFINANCE OF AN EXISTING DEED OF TRUST RECORDED IN DEED BOOK 25506 AT PAGE 1567 ON WHICH RECORDATION TAX HAS BEEN PAID.

CREDIT LINE DEED OF TRUST AND SECURITY AGREEMENT
WITH ASSIGNMENT OF RENTS, FINANCING STATEMENT AND FIXTURE FILING

[COLLATERAL INCLUDES FIXTURES]

NOTICE: THIS IS A CREDIT LINE DEED OF TRUST. THE NAME OF BENEFICIARY AND THE ADDRESS AT WHICH COMMUNICATIONS MAY BE MAILED OR DELIVERED IS 25 KING STREET WEST, SUITE 1700, TORONTO, ONTARIO, CANADA M5L 2A1.

FROM
CORY MILLS AND RANA AL SAADI, as Grantor

TO

LAWYERS TITLE REALTY SERVICES, INC.,
a Virginia corporation, as Trustee,

IN TRUST FOR THE BENEFIT OF

WAYGAR CAPITAL INC., as agent
for Ninepoint Canadian Senior Debt Master Fund L.P., as Beneficiary

FOR INDEXING PURPOSES, THE TRUSTEE AND BENEFICIARY ARE REFERRED TO AS "GRANTEE"

**CREDIT LINE DEED OF TRUST AND SECURITY AGREEMENT
WITH ASSIGNMENT OF RENTS, FINANCING STATEMENT AND FIXTURE FILING**

NOTICE: THIS IS A CREDIT LINE DEED OF TRUST. THE NAME OF BENEFICIARY AND THE ADDRESS AT WHICH COMMUNICATIONS MAY BE MAILED OR DELIVERED IS 25 KING STREET WEST, SUITE 1700, TORONTO, ONTARIO, CANADA M5L 2A1.

This Credit Line Deed of Trust and Security Agreement with Assignment of Rents, Financing Statement and Fixture Filing (the "*Deed of Trust*") is dated as of May 28, 2021 from **CORY MILLS**, a resident of Mclean, Virginia and **RANA AL SAADI**, a resident of Mclean, Virginia with their primary residence at 1198 Windrock Drive, McLean, Virginia 22102 (individually and collectively, jointly and severally, "*Grantor*"), to **LAWYERS TITLE REALTY SERVICES, INC.**, a Virginia corporation, as Trustee with a mailing address of 2701 Emerywood Parkway, Suite 200, Richmond, Virginia 23294 (said Trustee together with any successors in trust being hereinafter referred to as "*Trustee*"), in trust for the benefit of **WAYGAR CAPITAL INC.**, as agent for Ninepoint Canadian Senior Debt Master Fund L.P. with its mailing address at 25 King Street West, Suite 1700, Toronto, Ontario, Canada M5L 2A1 (in such capacity, hereinafter referred to as "*Beneficiary*"). For indexing purposes, Trustee and Beneficiary are referred to as "*Grantee*".

WITNESSETH THAT:

WHEREAS, **PACEM Defense LLC** and **ALS, Inc.** (hereinafter referred to collectively as the "*Borrowers*" and individually as a "*Borrower*") may from time to time borrow money or otherwise obtain credit from Beneficiary, including without limitation, loans afforded the Borrowers or one of them under the following credit facilities:

- (a) Revolving working capital loan ("*Facility A*") in the principal amount of up to Twelve Million Canadian Dollars (Cdn\$22,000,000) (the "*Facility A Limit*");
- (b) Non-revolving capital expenditure loan ("*Facility B*") in the principal amount of up to One Million Canadian Dollars (Cdn\$1,000,000) (the "*Facility B Limit*"); and
- (c) Non-revolving Term Loan ("*Facility C*", and, together with Facility A and Facility B, the "*Loans*") in the principal amount of Ten Million Five Hundred Thirty-Eight Thousand Seven Hundred Fifty-Seven and 91/100 Canadian Dollars (Cdn\$10,538,757.91) (the "*Facility C Limit*");

and, in connection therewith, Grantor and/or the Borrowers may sign and deliver to Beneficiary such notes, agreements, guaranties, and/or applications evidencing such obligations or otherwise setting forth the terms and conditions related thereto, which indebtedness, obligations, and liabilities (together with all interest and fees thereon, and all costs and expenses related thereto), whether now existing or hereafter arising, are to be secured by this Deed of Trust;

NOW, THEREFORE, for and in consideration of the execution and delivery by Beneficiary of the Letter Agreement referred to below, to secure (i) the payment of the Loans made to or for the account of the Borrowers under that certain Letter Agreement dated as of May 28, 2021, among the Borrowers, certain guarantors party thereto, and Beneficiary, as the same may from time to time be amended, modified or restated (the "*Letter Agreement*"), in the aggregate principal amount of Cdn\$33,538,757.91 and which is expressed to mature no later than April 15, 2022, or such later date extended by Beneficiary in its sole discretion, the final maturity thereof, and all promissory note(s) issued thereunder (if any), including all promissory notes issued, in whole or in part, in extension or renewal thereof or in substitution or replacement therefor, as each of the foregoing may from time to time be amended or modified (collectively, the "*Notes*"), together with all interest on the outstanding principal balance of the Loans and the payment of all prepayment premiums, fees, costs and expenses from time to time payable under the terms of or otherwise relating to the Letter Agreement or the Notes, (ii) the payment of all indebtedness, obligations, and liabilities from time to time owing by Grantor under any certain guaranty or similar agreement from Grantor in favor of Beneficiary (if any), as the same may from time to time be amended, modified or restated (if any, the "*Guaranty*"; and the Guaranty together with the Letter Agreement, the Notes and any other related document or agreement evidencing such indebtedness, obligations, and liabilities or otherwise setting forth the terms and conditions related thereto, and all other security documents therefor, being hereinafter collectively referred to as the "*Loan Documents*"), relating to the indebtedness, obligations, and liabilities of the Borrowers and each of them individually owing to Beneficiary referred to above, together with the payment of all fees, costs and expenses from time to time payable under the terms of or otherwise relating to the Guaranty or the indebtedness, obligations, and liabilities guaranteed thereby, (iii) the payment of all other indebtedness, obligations and liabilities which this Mortgage secures pursuant to any of its terms, and (iv) the observance and performance of all covenants and agreements contained in this Mortgage, the Loan Documents, the Guaranty, or in any other instrument or document at any time evidencing or securing any of the foregoing or setting forth terms and conditions applicable thereto (all of such indebtedness, obligations and liabilities described in clauses (i), (ii), (iii), and (iv) above being hereinafter collectively referred to as the "*Secured Indebtedness*"), Grantor does hereby grant, bargain, sell, convey, warrant, assign, and pledge unto Trustee, its successors and assigns, IN TRUST, WITH POWER OF SALE, and grant to Beneficiary, its successors and assigns, a security interest in, all and singular the properties, rights, interests and privileges described in Granting Clauses I, II, III, IV, V, VI, VII and VIII below, all of the same being collectively referred to herein as the "*Mortgaged Premises*":

GRANTING CLAUSE I

That certain real estate lying and being in the County of Fairfax, Commonwealth of Virginia more particularly described in Schedule I attached hereto and made a part hereof (the "*Real Estate*").

GRANTING CLAUSE II

All buildings and improvements of every kind and description heretofore or hereafter erected or placed on the Real Estate and all materials intended for construction, reconstruction,

alteration and repairs of the buildings and improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the premises immediately upon the delivery thereof to the Real Estate, and all fixtures, machinery, apparatus, equipment, fittings and articles of personal property of every kind and nature whatsoever now or hereafter attached to or contained in or used or useful in connection with the Real Estate and the buildings and improvements now or hereafter located thereon and the operation, maintenance and protection thereof, including but not limited to all machinery, motors, fittings, radiators, awnings, shades, screens, all gas, coal, steam, electric, oil and other heating, cooking, power and lighting apparatus and fixtures, all fire prevention and extinguishing equipment and apparatus, all cooling and ventilating apparatus and systems, all plumbing, incinerating, and sprinkler equipment and fixtures, all elevators and escalators, all communication and electronic monitoring equipment, all window and structural cleaning rigs and all other machinery and equipment of every nature and fixtures and appurtenances thereto and all items of furniture, appliances, draperies, carpets, other furnishings, equipment and personal property used or useful in the operation, maintenance and protection of the Real Estate and the buildings and improvements now or hereafter located thereon and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the Real Estate, buildings or improvements in any manner, and all proceeds thereof; it being mutually agreed, intended and declared that all the aforesaid property shall, so far as permitted by law, be deemed to form a part and parcel of the real estate and, for the purpose of this Deed of Trust, to be real estate and covered by this Deed of Trust; and as to the balance of the property aforesaid, this Deed of Trust is hereby deemed to be as well a security agreement under the provisions of the Uniform Commercial Code of the Commonwealth of Virginia for the purpose of creating hereby a security interest in said property, which is hereby granted by Grantor as debtor to Beneficiary as secured party, securing the Secured Indebtedness. The addresses of Grantor (debtor) and Beneficiary (secured party) appear at the beginning hereof.

GRANTING CLAUSE III

All right, title and interest of Grantor now owned or hereafter acquired in and to all and singular the estates, tenements, hereditaments, privileges, easements, licenses, franchises, appurtenances and royalties, mineral, oil, and water rights belonging or in any wise appertaining to the Real Estate and the buildings and improvements now or hereafter located thereon and the reversions, rents, issues, revenues and profits thereof, including all interest of Grantor in all rents, issues and profits of the aforementioned property and all rents, issues, profits, revenues, royalties, bonuses, rights and benefits due, payable or accruing (including all deposits of money as advanced rent or for security) under any and all leases or subleases and renewals thereof, or under any contracts or options for the sale of all or any part of, said property (including during any period allowed by law for the redemption of said property after any foreclosure or other sale), together with the right, but not the obligation, to collect, receive and receipt for all such rents and other sums and apply them to the Secured Indebtedness and to demand, sue for and recover the same when due or payable; provided that the assignments made hereby shall not impair or diminish the obligations of Grantor under the provisions of such leases or other agreements nor shall such obligations be imposed upon Trustee or Beneficiary. By acceptance of this Deed of Trust, Trustee agrees, not as a limitation or condition hereof, but as a personal covenant available only to Grantor that until an Event of Default (as hereinafter defined) shall occur giving Trustee the right to

foreclose this Deed of Trust, Grantor may collect, receive (but not more than 30 days in advance) and enjoy such rents.

GRANTING CLAUSE IV

All plans, specifications, working drawings and like materials prepared in connection with improvements constituting part of the Mortgaged Premises, all rights of Grantor against vendors or manufacturers in connection with equipment located upon the Mortgaged Premises, whether arising by virtue of warranty or otherwise, all rights against contractors, sub-contractors and materialmen arising in connection with work performed at or on the Mortgaged Premises or with materials furnished for the construction of improvements at or on the Mortgaged Premises, and all rights of Grantor under contracts to provide any of the foregoing, in each case whether now owned or existing or hereafter arising or acquired.

GRANTING CLAUSE V

All judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the Real Estate or any part thereof or any building or other improvement now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including any award from the United States Government at any time after the allowance of the claim therefor, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequential damage, and any award for change of grade of streets (collectively, "*Condemnation Awards*"). The assignment of the rents set forth in this Deed of Trust constitutes an assignment of the Grantor's interest in the rents arising from the Mortgaged Premises described in this Deed of Trust for purposes of Section 55-220.1 of the Code of Virginia Annotated (as amended).

GRANTING CLAUSE VI

All property and rights, if any, which are by the express provisions of this Deed of Trust required to be subjected to the lien hereof and any additional property and rights that may from time to time hereafter be subjected to the lien hereof by Grantor or by anyone on Grantor's behalf.

GRANTING CLAUSE VII

All rights in and to common areas and access roads on adjacent properties heretofore or hereafter granted to Grantor and any after-acquired title or reversion in and to the beds of any ways, roads, streets, avenues and alleys adjoining the Real Estate or any part thereof.

GRANTING CLAUSE VIII

All proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or other liquidated claims, including, without limitation, all proceeds of insurance.

TO HAVE AND TO HOLD the Mortgaged Premises and the properties, rights and privileges hereby granted, bargained, sold, conveyed, warranted, pledged and assigned, unto Trustee and its successors, in trust, forever and in which a security interest is granted, or intended so to be, unto Beneficiary, its successors and assigns, forever;

BUT IN TRUST NEVERTHELESS, WITH POWER OF SALE upon the terms and conditions herein set forth for the equal and proportionate benefit of all present and future holders of the indebtedness under the Letter Agreement and the other Secured Indebtedness; *provided, however*, that this Deed of Trust is upon the express condition that if the principal and interest on the Loans shall be paid in full and all other Secured Indebtedness shall be fully paid and performed, all commitments contained in the Letter Agreement and the other Loan Documents to extend credit thereunder shall have terminated, then this Deed of Trust and the estate and rights hereby granted shall cease and this Deed of Trust shall be released by Beneficiary upon the written request and at the expense of Grantor, otherwise to remain in full force and effect.

It is expressly understood and agreed that, notwithstanding anything to the contrary contained herein, this Deed of Trust secures a maximum principal amount at any one time of \$4,290,000.

Grantor hereby covenants and agrees with Trustee and Beneficiary as follows:

1. *Payment of the Secured Indebtedness.* The Secured Indebtedness will be promptly paid as and when the same becomes due.
2. *Further Assurances.* Grantor will execute and deliver such further instruments and do such further acts as may be reasonably necessary or proper to carry out more effectively the purpose of this Deed of Trust and, without limiting the foregoing, to make subject to the lien hereof any property agreed to be subjected hereto or covered by the Granting Clauses hereof or intended so to be.
3. *Ownership of Mortgaged Premises.* Grantor covenants and warrants that it is lawfully seized of and has good and marketable title to the Mortgaged Premises free and clear of all liens, charges and encumbrances except those exceptions to title listed on Schedule II attached hereto (the "*Permitted Exceptions*") and Grantor has good right, full power and authority to convey and transfer the same to Trustee for the uses and purposes set forth in this Deed of Trust; and Grantor will warrant and forever defend the title to the Mortgaged Premises subject to the Permitted Exceptions against all claims and demands whatsoever.
4. *Possession.* Provided no Event of Default has occurred and is continuing hereunder, Grantor shall be suffered and permitted to remain in full possession, enjoyment and control of the

Mortgaged Premises, subject always to the observance and performance of the terms of this Deed of Trust.

5. *Payment of Taxes.* Grantor shall pay before any penalty attaches, all general taxes and all special taxes, special assessments, water, drainage and sewer charges and all other charges of any kind whatsoever, ordinary or extraordinary, which may be levied, assessed, imposed or charged on or against the Mortgaged Premises or any part thereof and which, if unpaid, might by law become a lien or charge upon the Mortgaged Premises or any part thereof, and shall, upon written request, exhibit to Beneficiary official receipts evidencing such payments, except that, unless and until foreclosure, distraint, sale or other similar proceedings shall have been commenced, no such charge or claim need be paid if being contested (except to the extent any full or partial payment shall be required by law), after notice to Beneficiary, by appropriate proceedings which shall operate to prevent the collection thereof or the sale or forfeiture of the Mortgaged Premises or any part thereof to satisfy the same, conducted in good faith and with due diligence and if Grantor shall have furnished such security, if any, as may be required in the proceedings or requested by Beneficiary.

6. *Payment of Taxes on Loans, Deed of Trust or Interest of Trustee or Beneficiary.* Grantor agrees that if any tax, assessment or imposition upon this Deed of Trust or the Secured Indebtedness or the Loans or any Loan Document or the interest of Trustee or Beneficiary in the Mortgaged Premises or upon Trustee or Beneficiary by reason of or as a holder of any of the foregoing (including, without limitation, corporate privilege, franchise and excise taxes, but excepting therefrom any income tax on interest payments on the principal portion of the Secured Indebtedness imposed by the United States or any state) is levied, assessed or charged, then, unless all such taxes are paid by Grantor to, for or on behalf of Trustee or Beneficiary, as the case may be, as they become due and payable (which Grantor agrees to do upon demand of Trustee or Beneficiary, to the extent permitted by law), or Trustee or Beneficiary, as the case may be, is reimbursed for any such sum advanced by such party, all sums hereby secured shall become immediately due and payable, at the option of Beneficiary upon thirty (30) days' notice to Grantor, notwithstanding anything contained herein or in any law heretofore or hereafter enacted, including any provision thereof forbidding Grantor from making any such payment. Grantor agrees to exhibit to Beneficiary, upon request, official receipts showing payment of all taxes and charges which Grantor is required to pay hereunder.

7. *Recordation and Payment of Taxes and Expenses Incident Thereto.* Grantor will cause this Deed of Trust, all deeds of trust supplemental hereto and any financing statement or other notice of a security interest required by Trustee or Beneficiary at all times to be kept, recorded and filed at its own expense in such manner and in such places as may be required by law for the recording and filing or for the rerecording and refiling of a deed of trust, security interest, assignment or other lien or charge upon the Mortgaged Premises, or any part thereof, in order fully to preserve and protect the rights of Trustee and Beneficiary hereunder and, without limiting the foregoing, Grantor will pay or reimburse Trustee or Beneficiary, as the case may be, for the payment of any and all taxes, fees or other charges incurred in connection with any such recordation or rerecording, including any documentary stamp tax, intangibles tax or other tax imposed upon the privilege of having this Deed of Trust or any instrument issued pursuant hereto recorded.

8. *Insurance.* Grantor will, at its expense, keep all buildings, improvements, equipment and other property now or hereafter constituting part of the Mortgaged Premises insured against loss or damage by fire, lightning, windstorm, explosion and such other risks as are usually included under extended coverage policies, or which are usually insured against by owners of like property, in amount sufficient to prevent Grantor, Trustee or Beneficiary from becoming a co-insurer of any partial loss under applicable policies and in any event not less than the then full insurable value (actual replacement value without deduction for physical depreciation) thereof, as determined at the request of Beneficiary and at Grantor's expense by the insurer or insurers or by an expert approved by Beneficiary, all under insurance policies payable, in case of loss or damage, to Beneficiary, such rights to be evidenced by the usual standard non-contributory form of mortgage clause to be attached to each policy. Grantor shall not carry separate insurance concurrent in kind or form and contributing in the event of loss, with any insurance required hereby. Grantor shall also obtain and maintain public liability, property damage and workmen's compensation insurance in each case in form and content satisfactory to Beneficiary and in amounts as are customarily carried by owners of like property and approved by Beneficiary. Grantor shall also obtain and maintain such other insurance with respect to the Mortgaged Premises in such amounts and against such insurable hazards as Beneficiary from time to time may require, including, without limitation, boiler and machinery insurance, insurance against flood risks, host liquor liability, war risk insurance when and to the extent obtainable from the United States Government or any agency thereof, and insurance against loss of rent due to fire and risks now or hereafter embraced by so-called "extended coverage." All insurance required hereby shall be maintained with good and responsible insurance companies satisfactory to Beneficiary and shall not provide for any deductible amount in excess of \$10,000 not approved in writing by Beneficiary, shall provide that any losses shall be payable notwithstanding any act or negligence of Grantor, shall provide that no cancellation thereof shall be effective until at least thirty (30) days after receipt by Grantor and Beneficiary of written notice thereof (ten (10) days in the case of non payment of premiums), and shall be satisfactory to Beneficiary in all other respects. Upon the execution of this Deed of Trust and thereafter not less than fifteen (15) days prior to the expiration date of any policy delivered pursuant to this Deed of Trust, Grantor will deliver to Beneficiary certificates of insurance evidencing Grantor's compliance with the foregoing (and, at Beneficiary's request, the originals of any policy or renewal policy, as the case may be, required by this Deed of Trust, bearing notations evidencing the payment of all premiums). In the event of foreclosure, Grantor authorizes and empowers Beneficiary to effect insurance upon the Mortgaged Premises in amounts aforesaid for a period covering the time of redemption from foreclosure or other sale provided by law, and if necessary therefor to cancel any or all existing insurance policies.

UNLESS GRANTOR PROVIDES BENEFICIARY WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY THIS DEED OF TRUST, BENEFICIARY MAY PURCHASE INSURANCE AT GRANTOR'S EXPENSE TO PROTECT BENEFICIARY'S INTERESTS IN THE MORTGAGED PREMISES. THIS INSURANCE MAY, BUT NEED NOT, PROTECT GRANTOR'S INTERESTS IN THE MORTGAGED PREMISES. THE COVERAGE PURCHASED BY BENEFICIARY MAY NOT PAY ANY CLAIMS THAT GRANTOR MAKES OR ANY CLAIM THAT IS MADE AGAINST GRANTOR IN CONNECTION WITH THE MORTGAGED PREMISES. GRANTOR MAY LATER CANCEL ANY SUCH INSURANCE PURCHASED BY BENEFICIARY, BUT ONLY AFTER PROVIDING BENEFICIARY WITH EVIDENCE THAT GRANTOR HAS OBTAINED INSURANCE AS REQUIRED BY THIS DEED OF TRUST. IF BENEFICIARY PURCHASES INSURANCE FOR THE MORTGAGED PREMISES, GRANTOR WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING

INTEREST AND ANY OTHER CHARGES THAT BENEFICIARY MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO THE SECURED INDEBTEDNESS. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE GRANTOR MAY BE ABLE TO OBTAIN ON ITS OWN.

9. *Damage to or Destruction of Mortgaged Premises.*

(a) *Notice.* In case of any material damage to or destruction of the Mortgaged Premises or any part thereof, Grantor shall promptly give written notice thereof to Beneficiary, generally describing the nature and extent of such damage or destruction.

(b) *Restoration.* In case of any damage to or destruction of the Mortgaged Premises or any part thereof, Grantor, whether or not the insurance proceeds, if any, received on account of such damage or destruction shall be sufficient for the purpose, at Grantor's expense, will promptly commence and complete (subject to unavoidable delays occasioned by strikes, lockouts, acts of God, inability to obtain labor or materials, governmental restrictions and similar causes beyond the reasonable control of Grantor) the restoration, replacement or rebuilding of the Mortgaged Premises as nearly as possible to its value, condition and character immediately prior to such damage or destruction.

(c) *Adjustment of Loss.* Grantor hereby authorizes Beneficiary, at Beneficiary's option, to adjust and compromise any losses under any insurance afforded, but unless Beneficiary elects to adjust the losses as aforesaid, said adjustment and/or compromise shall be made by Grantor, subject to final approval of Beneficiary in the case of losses exceeding \$25,000.

(d) *Application of Insurance Proceeds.* Net insurance proceeds received by Beneficiary under the provisions of this Deed of Trust or any instruments supplemental hereto or thereto or under any policy or policies of insurance covering the Mortgaged Premises or any part thereof may be applied toward the payment of the amount owing on the Secured Indebtedness in such order of application as Beneficiary may elect whether or not the same may then be due or be otherwise adequately secured and any amounts not so applied shall be held as collateral security therefor; *provided, however,* that Beneficiary shall have the right, but not the duty, to release the proceeds thereof for use in restoring the Mortgaged Premises or any part thereof for or on behalf of Grantor in lieu of applying said proceeds to the Secured Indebtedness and for such purpose may do all acts necessary to complete such restoration, including advancing additional funds, and any additional funds so advanced shall constitute part of the Secured Indebtedness and shall be payable on demand with interest at the Reimbursement Rate.

10. *Eminent Domain.* Grantor acknowledges that Condemnation Awards have been assigned to Beneficiary, which awards Beneficiary is hereby irrevocably authorized to collect and receive, and to give appropriate receipts and acquittances therefor, and at Beneficiary's option, to apply the same toward the payment of the amount owing on account of the Secured Indebtedness in such order of application as Beneficiary may elect and whether or not the same may then be due

and payable or otherwise adequately secured and any amounts not so applied may held as collateral security therefor. Grantor covenants and agrees that Grantor will give Beneficiary immediate notice of the actual or threatened commencement of any proceedings under condemnation or eminent domain affecting all or any part of the Mortgaged Premises including any easement therein or appurtenance thereof or severance and consequential damage and change in grade of streets, and will deliver to Beneficiary copies of any and all papers served in connection with any such proceedings. Grantor further covenants and agrees to make, execute and deliver to Beneficiary, at any time or times upon request, free, clear and discharged of any encumbrances of any kind whatsoever, any and all further assignments and/or instruments deemed necessary by Beneficiary for the purpose of validly and sufficiently assigning all awards and other compensation heretofore and hereafter to be made to Grantor for any taking, either permanent or temporary, under any such proceeding.

11. *Construction, Repair, Waste, Etc.* Grantor agrees that no building or other improvement on the Mortgaged Premises and constituting a part thereof shall be altered, removed or demolished nor shall any fixtures or appliances on, in or about said buildings or improvements be severed, removed, sold or mortgaged, without the consent of Beneficiary and in the event of the demolition or destruction in whole or in part of any of the fixtures, chattels or articles of personal property covered hereby, Grantor covenants that the same will be replaced promptly by similar fixtures, chattels and articles of personal property at least equal in quality and condition to those replaced, free from any security interest in or encumbrance thereon or reservation of title thereto; (iii) to permit, commit or suffer no waste, impairment or deterioration of the Mortgaged Premises or any part thereof; (iv) to keep and maintain said Mortgaged Premises and every part thereof in good and first class repair and condition; (v) to effect such repairs as Beneficiary may reasonably require and from time to time to make all needful and proper replacements and additions so that said buildings, fixtures, machinery and appurtenances will, at all times, be in good and first class condition, fit and proper for the respective purposes for which they were originally erected or installed; (vi) to comply with all statutes, orders, requirements or decrees relating to the Mortgaged Premises by any federal, state or municipal authority; (vii) to observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, but not limited to, zoning variances, special exceptions and non-conforming uses), privileges, franchises and concessions which are applicable to the Mortgaged Premises or which have been granted to or contracted for by Grantor in connection with any existing or presently contemplated use of the Mortgaged Premises or any part thereof and not to initiate or acquiesce in any changes to or terminations of any of the foregoing or of zoning classifications affecting the use to which the Mortgaged Premises or any part thereof may be put without the prior written consent of Beneficiary; and (viii) to make no material alterations in or improvements or additions to the Mortgaged Premises except as required by governmental authority or as permitted by Beneficiary.

12. *Liens and Encumbrances.* Grantor will not, without the prior written consent of Beneficiary, directly or indirectly, create or suffer to be created or to remain and will discharge or promptly cause to be discharged any mortgage, lien, encumbrance or charge on, pledge of, or conditional sale or other title retention agreement with respect to, the Mortgaged Premises or any part thereof, whether superior or subordinate to the lien hereof, except for this Deed of Trust and the Permitted Exceptions.

13. *Right of Trustee or Beneficiary to Perform Grantor's Covenants, Etc.* If Grantor shall fail to make any payment or perform any act required to be made or performed hereunder, Trustee or Beneficiary, without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Grantor, and may enter upon the Mortgaged Premises or any part thereof for such purpose and take all such action thereon as, in the opinion of Trustee or Beneficiary, may be necessary or appropriate therefor. All sums so paid by Trustee or Beneficiary and all costs and expenses (including, without limitation, attorneys' fees and expenses) so incurred, together with interest thereon from the date of payment or incurrence at the Reimbursement Rate, shall constitute so much additional Secured Indebtedness and shall be paid by Grantor to Trustee or Beneficiary, as the case may be, on demand. Trustee or Beneficiary in making any payment authorized under this Section relating to taxes or assessments may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax assessment, sale, forfeiture, tax lien or title or claim thereof. Trustee or Beneficiary, in performing any act hereunder, shall be the sole judge of whether Grantor is required to perform same under the terms of this Deed of Trust.

14. *After-Acquired Property.* Any and all property hereafter acquired which is of the kind or nature herein provided, or intended to be and become subject to the lien hereof, shall *ipso facto*, and without any further conveyance, assignment or act on the part of Grantor, become and be subject to the lien of this Deed of Trust as fully and completely as though specifically described herein; but nevertheless Grantor shall from time to time, if requested by Trustee or Beneficiary, execute and deliver any and all such further assurances, conveyances and assignments as Trustee or Beneficiary may require for the purpose of expressly and specifically subjecting to the lien of this Deed of Trust all such property.

15. *Inspection by Beneficiary.* Beneficiary, its representatives, and any participant in the Secured Indebtedness shall have the right to inspect the Mortgaged Premises at all reasonable times, and access thereto shall be permitted for that purpose.

16. *Subrogation.* Grantor acknowledges and agrees that Beneficiary shall be subrogated to any lien discharged out of the proceeds of any Loans or out of any other advance by Beneficiary hereunder, irrespective of whether or not any such lien may have been released of record.

17. *Events of Default.* Any one or more of the following shall constitute an "Event of Default" hereunder:

(a) an "Event of Default" (as defined therein) shall occur under the Letter Agreement; or

(b) the Mortgaged Premises or any part thereof shall be sold, transferred, or conveyed, whether voluntarily or involuntarily, by operation of law or otherwise, except for sales of obsolete, worn out or unusable fixtures or personal property which are concurrently replaced with similar fixtures or personal property at least equal in quality and condition to those sold and owned by Grantor free of any lien, charge or encumbrance other than the lien hereof; or

(c) any indebtedness secured by a lien or charge on the Mortgaged Premises or any part thereof is not paid when due or proceedings are commenced to foreclose or otherwise realize upon any such lien or charge or to have a receiver appointed for the property subject thereto or to place the holder of such indebtedness or its representative in possession thereof; or

(d) the Mortgaged Premises is abandoned.

18. *Remedies.* When any Event of Default has happened and is continuing (regardless of the pendency of any proceeding which has or might have the effect of preventing Grantor from complying with the terms of this instrument and of the adequacy of the security for the Secured Indebtedness) and in addition to such other rights as may be available under the Loan Documents or applicable law, but subject at all times to any mandatory legal requirements:

(a) *Acceleration.* Beneficiary may, by written notice to Grantor, declare the Secured Indebtedness, including all principal and interest then accrued thereon, to be forthwith due and payable, whereupon the same shall become and be forthwith due and payable, without other notice or demand of any kind.

(b) *Uniform Commercial Code.* Beneficiary shall, with respect to any part of the Mortgaged Premises constituting property of the type in respect of which realization on a lien or security interest granted therein is governed by the Uniform Commercial Code, have all the rights, options and remedies of a secured party under the Uniform Commercial Code of Virginia, including without limitation, the right to the possession of any such property, or any part thereof, and the right to enter without legal process any premises where any such property may be found. Any requirement of said Uniform Commercial Code for reasonable notification shall be met by mailing written notice to Grantor at its address above set forth at least 10 days prior to the sale or other event for which such notice is required. The costs and expenses of retaking, selling, and otherwise disposing of said property, including attorneys' fees and legal expenses incurred in connection therewith, shall constitute so much additional Secured Indebtedness and shall be payable upon demand with interest at the Reimbursement Rate.

(c) *Foreclosure.* Trustee or Beneficiary may proceed to protect and enforce the rights of Trustee and Beneficiary hereunder (i) by any action at law, suit in equity or other appropriate proceedings, whether for the specific performance of any agreement contained herein, or for an injunction against the violation of any of the terms hereof, or in aid of the exercise of any power granted hereby or by law, or (ii) by the foreclosure of this Deed of Trust.

(d) *Trustee's Sale.* Upon the occurrence of an Event of Default, Beneficiary may declare all Secured Indebtedness immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause the Mortgaged Premises to be sold. After Trustee shall have given and recorded such other notice as the law then requires as a condition precedent to a Trustee's sale under power of sale, after the lapse of such time as may then be required by law

following the recordation of said notice of default and notice of sale having been given as then required by law, Trustee, without notice to or demand upon Grantor except as otherwise required by law, may sell the Mortgaged Premises at the time and place of sale fixed by it in the notice of sale, either as a whole or in separate parcels and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale (the Secured Indebtedness being the equivalent of cash for purposes of said sale). Grantor shall have no right to direct the order in which the Mortgaged Premises are sold. Trustee may postpone sale of all or any portion of the Mortgaged Premises by public announcement at such time and place of sale and from time to time thereafter may postpone such sale by public announcement at such time fixed by the preceding postponement. Trustee shall deliver to the purchaser at such sale a deed conveying the Mortgaged Premises or portion thereof so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof absent manifest error. Grantor or Beneficiary may purchase at such sale. Trustee shall apply the proceeds of sale as prescribed in Section 21 hereof. Before any such Trustee's sale under power, Beneficiary may rescind such notices of default and of election to cause the Mortgaged Premises or any part thereof to be sold by delivering to Trustee a written notice of rescission, which notice shall cancel any prior declaration of default, demand for sale and acceleration of maturity. The exercise of such right of rescission shall not constitute a waiver of any default then existing or subsequently occurring, or impair the right of Beneficiary to deliver to Trustee other declarations of default and demands for sale or notices of default and of election to cause the Mortgaged Premises or any part thereof to be sold, or otherwise affect any provision of the Letter Agreement or of this Deed of Trust or any of the rights, obligations or remedies of Beneficiary or Trustee hereunder.

(e) *Appointment of Receiver.* Trustee or Beneficiary shall, as a matter of right, without notice and without giving bond to Grantor or anyone claiming by, under or through it, and without regard to the solvency or insolvency of Grantor or the then value of the Mortgaged Premises, be entitled to have a receiver appointed of all or any part of the Mortgaged Premises and the rents, issues and profits thereof, with such power as the court making such appointment shall confer, and Grantor hereby consents to the appointment of such receiver and shall not oppose any such appointment. Any such receiver may, to the extent permitted under applicable law, without notice, enter upon and take possession of the Mortgaged Premises or any part thereof by force, summary proceedings, ejectment or otherwise, and may remove Grantor or other persons and any and all property therefrom, and may hold, operate and manage the same and receive all earnings, income, rents, issues and proceeds accruing with respect thereto or any part thereof, whether during the pendency of any foreclosure or Trustee's sale under the power of sale granted herein or otherwise or until any right of redemption shall expire or otherwise.

(f) *Taking Possession, Collecting Rents, Etc.* Beneficiary may enter and take possession of the Mortgaged Premises or any part thereof and manage, operate, insure, repair and improve the same and take any action which, in Beneficiary's judgment, is necessary or proper to conserve the value of the Mortgaged Premises. Beneficiary may also take possession of, and for these purposes use, any and all personal property contained

in the Mortgaged Premises and used in the operation, rental or leasing thereof or any part thereof. Beneficiary shall be entitled to collect and receive all earnings, revenues, rents, issues and profits of the Mortgaged Premises or any part thereof (and for such purpose Grantor does hereby irrevocably constitute and appoint Beneficiary its true and lawful attorney-in-fact for it and in its name, place and stead to receive, collect and receipt for all of the foregoing, Grantor irrevocably acknowledging that any payment made to Beneficiary hereunder shall be a good receipt and acquittance against Grantor to the extent so made) and to apply same to the reduction of the Secured Indebtedness. The right to enter and take possession of the Mortgaged Premises and use any personal property therein, to manage, operate and conserve the same, and to collect the rents, issues and profits thereof, shall be in addition to all other rights or remedies of Trustee and/or Beneficiary hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. The costs and expenses (including any receiver's fees, counsels' fees, costs and agent's compensation) incurred pursuant to the powers herein contained shall be so much additional Secured Indebtedness which Grantor promises to pay upon demand together with interest at the Reimbursement Rate. Neither Trustee nor Beneficiary shall be liable to account to Grantor for any action taken pursuant hereto other than to account for any rents actually received by Trustee or Beneficiary. Without taking possession of the Mortgaged Premises, Beneficiary may, in the event the Mortgaged Premises becomes vacant or is abandoned, take such steps as it deems appropriate to protect and secure the Mortgaged Premises (including hiring watchmen therefor) and all costs incurred in so doing shall constitute so much additional Secured Indebtedness payable upon demand with interest thereon at the Reimbursement Rate.

19. *Waiver of Right to Redeem From Sale – Waiver of Appraisement, Valuation, Etc.* Grantor shall not and will not apply for or avail itself of any appraisement, valuation, stay, extension or exemption laws, or any so-called "*Moratorium Laws*," now existing or hereafter enacted in order to prevent or hinder the enforcement or foreclosure of this Deed of Trust, but hereby waives the benefit of such laws. Grantor for itself and all who may claim through or under it waives any and all right to have the property and estates comprising the Mortgaged Premises marshalled upon any foreclosure of the lien hereof and agrees that any court having jurisdiction to foreclose such lien may order the Mortgaged Premises sold as an entirety. In the event of any sale made under or by virtue of this Deed of Trust, the whole of the Mortgaged Premises may be sold in one parcel as an entirety or in separate lots or parcels at the same or different times, all as the Trustee may determine. Beneficiary shall have the right to become the purchaser at any sale made under or by virtue of this Deed of Trust and Beneficiary so purchasing at any such sale shall have the right to be credited upon the amount of the bid made therefor by Beneficiary with the amount payable to Beneficiary out of the net proceeds of such sale. In the event of any such sale, the Loans and the other Secured Indebtedness, if not previously due, shall be and become immediately due and payable without demand or notice of any kind. Grantor hereby waives any and all rights of redemption prior to or from sale under any order or decree of foreclosure pursuant to rights herein granted, on behalf of Grantor, and each and every person acquiring any interest in, or title to the Mortgaged Premises described herein subsequent to the date of this Deed of Trust, and on behalf of all other persons to the extent permitted by applicable law.

20. *Costs and Expenses of Foreclosure.* In any suit to foreclose the lien hereof there shall be allowed and included as additional indebtedness in the decree for sale all expenditures and expenses which may be paid or incurred by or on behalf of Trustee or Beneficiary for attorneys' fees, appraisers' fees, environmental auditors' fees, outlays for documentary and expert evidence, stenographic charges, publication costs and costs (which may be estimated as the items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches and examination, guarantee policies, Torrens certificates and similar data and assurances with respect to title as Trustee or Beneficiary may deem to be reasonably necessary either to prosecute any foreclosure action or to evidence to the bidder at any sale pursuant thereto the true condition of the title to or the value of the Mortgaged Premises, all of which expenditures shall become so much additional Secured Indebtedness which Grantor agrees to pay and all of such shall be immediately due and payable with interest thereon from the date of expenditure until paid at the Reimbursement Rate.

21. *Application of Proceeds.* The proceeds of any foreclosure or other sale of the Mortgaged Premises or of any sale of property pursuant to Section 18(b) hereof shall be distributed, subject to applicable law, including without limitation, Section 55-59.4 of the Virginia Code, in the following order of priority: First, on account of all costs and expenses incident to the foreclosure or other proceedings including all such items as are mentioned in Sections 18(b) and 20 hereof; Second, to the Secured Indebtedness in such order and manner as Beneficiary shall determine, with any overplus to whomsoever Beneficiary shall reasonably determine to be lawfully entitled to the same.

22. *Deficiency Decree.* If at any non-power of sale foreclosure proceeding the Mortgaged Premises shall be sold for a sum less than the total amount of indebtedness for which judgment is therein given, the judgment creditor shall be entitled to the entry of a deficiency decree against Grantor and against the property of Grantor for the amount of such deficiency; and Grantor does hereby irrevocably consent to the appointment of a receiver for the property of Grantor until such deficiency decree is satisfied in full. If the Mortgaged Premises shall be sold pursuant to the power of sale granted herein for a sum less than the Secured Indebtedness which is then outstanding and unpaid, the judgment creditor shall be entitled to enforce the collection of such deficiency in the manner provided for by law.

23. *Trustee's and Beneficiary's Remedies Cumulative — No Waiver.* No remedy or right of Trustee or Beneficiary shall be exclusive of any other right or remedy but shall be cumulative and in addition to every other remedy or right now or hereafter existing at law or in equity or by statute or otherwise. No delay in the exercise or omission to exercise any remedy or right accruing on any default shall impair any such remedy or right or be construed to be a waiver of any such default or acquiescence therein, nor shall it affect any subsequent default of the same or a different nature. Every such remedy or right may be exercised concurrently or independently, and when and as often as may be deemed expedient by Trustee or Beneficiary.

24. *Trustee, Beneficiary Party to Suits.* If Trustee or Beneficiary shall be made a party to or shall intervene in any action or proceeding affecting the Mortgaged Premises or the title thereto or the interest of Trustee or Beneficiary under this Deed of Trust (including probate and bankruptcy proceedings), or if Trustee or Beneficiary employs an attorney to collect any or all of

the Secured Indebtedness or to enforce any of the terms hereof or realize hereupon or to protect the lien hereof, or if Trustee or Beneficiary shall incur any costs or expenses in preparation for the commencement of any foreclosure proceedings or for the defense of any threatened suit or proceeding which might affect the Mortgaged Premises or the security hereof, whether or not any such foreclosure or other suit or proceeding shall be actually commenced, then in any such case, Grantor agrees to pay to Trustee or Beneficiary, immediately and without demand, all costs, charges, expenses and attorney's fees incurred by Trustee or Beneficiary in any such case, and the same shall constitute so much additional Secured Indebtedness payable upon demand with interest at the Reimbursement Rate.

25. *Modifications Not to Affect Lien.* Trustee and Beneficiary, without notice to anyone and without regard to the consideration, if any, paid therefor, or the presence of other liens on the Mortgaged Premises, may in its direction, release any part of the Mortgaged Premises or any person liable for any of the Secured Indebtedness, may extend the time of payment of any of the Secured Indebtedness and may grant waivers or other indulgences with respect hereto and thereto, and may agree with Grantor to modifications to the terms and conditions contained herein or otherwise applicable to any of the Secured Indebtedness (including modifications in the rates of interest applicable thereto), without in any way affecting or impairing the liability of any party liable upon any of the Secured Indebtedness or the priority of the lien of this Deed of Trust upon all of the Mortgaged Premises not expressly released, and any party acquiring any direct or indirect interest in the Mortgaged Premises shall take same subject to all of the provisions hereof.

26. *Notices.* All communications provided for herein shall be in writing and shall be deemed to have been given when delivered personally or mailed by first class mail, postage prepaid, addressed, if to Grantor, Trustee or Beneficiary at their addresses as shown at the beginning of this Deed of Trust or at such other address as shall be designated by any such party in a written notice given to such other such party pursuant to this Section.

27. *Environmental Matters.*

(a) *Definitions.* The following terms when used herein shall have the following meanings:

"*CERCLA*" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U.S.C. §§9601 *et seq.*, and any future amendments.

"*Environmental Claim*" means any investigation, notice, violation, demand, allegation, action, suit, injunction, judgment, order, consent decree, penalty, fine, lien, proceeding or claim (whether administrative, judicial or private in nature) arising (a) pursuant to, or in connection with an actual or alleged violation of, any Environmental Law, (b) in connection with any Hazardous Material, (c) from any abatement, removal, remedial, corrective or response action in connection with a Hazardous Material, Environmental Law or order of a governmental authority, or (d) from any actual or alleged damage, injury, threat or harm to health, safety, natural resources or the environment.

"Environmental Law" means any current or future Legal Requirement pertaining to (a) the protection of health, safety and the indoor or outdoor environment, (b) the conservation, management or use of natural resources and wildlife, (c) the protection or use of surface water or groundwater, (d) the management, manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, Release, threatened Release, abatement, removal, remediation or handling of, or exposure to, any Hazardous Material, or (e) pollution (including any Release to air, land, surface water or groundwater), and any amendment, rule, regulation, order or directive issued thereunder.

"Hazardous Material" means any substance, chemical, compound, product, solid, gas, liquid, waste, byproduct, pollutant, contaminant or material which is hazardous or toxic, and includes, without limitation, (a) asbestos, polychlorinated biphenyls and petroleum (including crude oil or any fraction thereof) and (b) any material classified or regulated as "hazardous" or "toxic" or words of like import pursuant to an Environmental Law.

"Hazardous Material Activity" means any activity, event or occurrence involving a Hazardous Material, including, without limitation, the manufacture, possession, presence, use, generation, transportation, treatment, storage, disposal, Release, threatened Release, abatement, removal, remediation, handling of or corrective or response action to any Hazardous Material.

"Legal Requirement" means any treaty, convention, statute, law, regulation, ordinance, license, permit, governmental approval, injunction, judgment, order, consent decree or other requirement of any governmental authority, whether federal, state, or local.

"Material Adverse Effect" means any change or effect that individually or in the aggregate is or is reasonably likely to be materially adverse to (a) the assets, business, operations, income, condition (financial or otherwise) or prospects of Grantor, (b) the lien of any mortgage, deed of trust or other security agreement covering the Mortgaged Premises or any part thereof, (c) the ability of Grantor to perform its obligations under this Deed of Trust or under any loan agreement, promissory note or any other instrument or document evidencing or securing any Secured Indebtedness or setting forth terms and conditions applicable thereto or otherwise relating thereto, or (d) the condition or fair market value of the Mortgaged Premises.

"RCRA" means the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§6901 *et seq.*, and any future amendments.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migration, dumping, or disposing into the indoor or outdoor environment, including, without limitation, the abandonment or discarding of barrels, drums, containers, tanks or other receptacles containing or previously containing any Hazardous Material.

(b) *Representations and Warranties.* Grantor represents and warrants that: (i) Grantor and the Mortgaged Premises comply in all material respects with all applicable Environmental Laws; (ii) Grantor has obtained all governmental approvals required for its operations and the Mortgaged Premises by any applicable Environmental Law; (iii) Grantor has not, and has no knowledge of any other person who has, caused any Release, threatened Release or disposal of any Hazardous Material at, on, about, or off the Mortgaged Premises in any material quantity and, to the knowledge of Grantor, the Mortgaged Premises is not adversely affected by any Release, threatened Release or disposal of a Hazardous Material originating or emanating from any other property; (iv) the Mortgaged Premises does not contain and has not contained any: (1) underground storage tank, (2) material amounts of asbestos containing building material, (3) any landfills or dumps, (4) hazardous waste management facility as defined pursuant to RCRA or any comparable state law, or (5) site on or nominated for the National Priority List promulgated pursuant to CERCLA or any state remedial priority list promulgated or published pursuant to any comparable state law; (v) Grantor has not used a material quantity of any Hazardous Material and has conducted no Hazardous Material Activity at the Mortgaged Premises; (vi) Grantor has no material liability for response or corrective action, natural resource damage or other harm pursuant to CERCLA, RCRA or any comparable state law; (vii) Grantor is not subject to, has no notice or knowledge of and is not required to give any notice of any Environmental Claim involving Grantor or the Mortgaged Premises, and there are no conditions or occurrences at the Mortgaged Premises which could be anticipated to form the basis for an Environmental Claim against Grantor or the Mortgaged Premises; (viii) the Mortgaged Premises is not subject to any, and Grantor has no knowledge of any imminent, restriction on the ownership, occupancy, use or transferability of the Mortgaged Premises in connection with any (1) Environmental Law or (2) Release, threatened Release or disposal of a Hazardous Material; and (ix) there are no conditions or circumstances at the Mortgaged Premises which pose a risk to the environment or the health or safety of persons.

(c) *Covenants.* Grantor shall at all times do the following: (i) comply in all material respects with, and maintain the Mortgaged Premises in compliance in all material respects with, all applicable Environmental Laws; (ii) require that each tenant and subtenant, if any, of the Mortgaged Premises or any part thereof comply in all material respects with all applicable Environmental Laws; (iii) obtain and maintain in full force and effect all material governmental approvals required by any applicable Environmental Law for operations at the Mortgaged Premises; (iv) cure any material violation by it or at the Mortgaged Premises of applicable Environmental Laws; (v) not allow the presence or operation at the Mortgaged Premises of any (1) landfill or dump or (2) hazardous waste management facility or solid waste disposal facility as defined pursuant to RCRA or any comparable state law; (vi) not manufacture, use, generate, transport, treat, store, release, dispose or handle any Hazardous Material at the Mortgaged Premises except in the ordinary course of its business and in *de minimis* amounts; (vii) within 10 business days notify Beneficiary in writing of and provide any requested documents upon learning of any of the following in connection with Grantor or the Mortgaged Premises: (1) any material liability for response or corrective action, natural resource damage or other harm pursuant to CERCLA, RCRA or any comparable state law; (2) any material Environmental Claim; (3) any material violation of an Environmental Law or material Release, threatened Release or disposal of a Hazardous Material; (4) any restriction on the ownership, occupancy, use or transferability arising pursuant to any (x) Release, threatened Release or disposal of a Hazardous Substance or (y) Environmental Law; or (5) any environmental, natural resource, health or safety condition,

which could be anticipated to have a Material Adverse Effect; (viii) conduct at its expense any investigation, study, sampling, testing, abatement, cleanup, removal, remediation or other response action necessary to remove, remediate, clean up or abate any material Release, threatened Release or disposal of a Hazardous Material as required by any applicable Environmental Law, (ix) abide by and observe any restrictions on the use of Mortgaged Premises imposed by any governmental authority as set forth in a deed or other instrument affecting Grantor's interest therein; (x) promptly provide or otherwise make available to Beneficiary any requested environmental record concerning the Mortgaged Premises which Grantor possesses or can obtain; (xi) perform, satisfy, and implement any operation or maintenance actions required by any governmental authority or Environmental Law, or included in any no further action letter or covenant not to sue issued by any governmental authority under any Environmental Law; and (xii) from time to time upon the written request of Beneficiary, timely provide at Grantor's expense a report of an environmental assessment of scope, form and depth (including, where appropriate, invasive soil or groundwater sampling) by a consultant acceptable to Beneficiary as to any matter for which notice is provided pursuant to the above requirements or which may be believed by Beneficiary to form the basis of an Environmental Claim in connection with the Mortgaged Premises. If such a requested environmental report is not delivered within 60 days after receipt of Beneficiary's request, then Beneficiary may arrange for the same, and Grantor hereby grants to Beneficiary and its representatives access to the Mortgaged Premises and a license to undertake such an assessment (including, where appropriate, invasive soil or groundwater sampling). The costs of any assessment arranged for by Beneficiary pursuant to this provision shall be payable by Grantor on demand and added to the Secured Indebtedness.

28. *Other Security Documents.* Grantor acknowledges that this Deed of Trust is one of several deeds of trust and other security documents (the aforesaid being together called the "*Other Security Documents*") which secure the Loans and certain of the other Secured Indebtedness. Grantor agrees that the lien of this Deed of Trust shall be absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Trustee, Beneficiary or any other holder of any of the Secured Indebtedness, and without limiting the generality of the foregoing, the lien and security hereof shall not be impaired by any acceptance by Trustee, Beneficiary or any other holder of any of the Secured Indebtedness of any security for or guarantors upon any of the Secured Indebtedness or by any failure, neglect or omission on the part of Trustee, Beneficiary or any other holder of any of the Secured Indebtedness to realize upon or protect any of the Secured Indebtedness or any collateral or security therefor including the Other Security Documents. The lien and security interest hereof shall not in any manner be impaired or affected by any release (except as to the property released), sale, pledge, surrender, compromise, settlement, renewal, extension, indulgence, alteration, substitution, exchange, change in, modification or disposition of any of the Secured Indebtedness, or of any of the collateral or security therefor, including, without limitation, the Other Security Documents or of any guaranty thereof, or of any instrument or agreement setting forth the terms and conditions pertaining to any of the foregoing. Beneficiary may at its discretion foreclose, direct Trustee to exercise any power of sale, or exercise any other remedy available to it under any or all of the Other Security Documents without first exercising or enforcing any of its rights and remedies hereunder. Such exercise of Beneficiary's rights and remedies under any or all of the Other Security Documents shall not in any manner impair the Secured Indebtedness, except to the extent of payment, or the lien of this Deed of Trust and any exercise of the rights or remedies of Beneficiary hereunder shall not impair the lien of any

of the Other Security Documents or any of Beneficiary's rights and remedies thereunder. Grantor specifically consents and agrees that Beneficiary may exercise its rights and remedies hereunder and under the Other Security Documents separately or concurrently and in any order that it may deem appropriate.

29. *Direct and Primary Security; Liens Absolute, Etc.* The lien and security interest herein created and provided for stand as direct and primary security for the Loans as well as for any of the other Secured Indebtedness. No application of any sums received by Trustee or Beneficiary in respect of the Mortgaged Premises or any disposition thereof to the reduction of the Secured Indebtedness or any part thereof shall in any manner entitle Grantor to any right, title or interest in or to the Secured Indebtedness or any collateral or security therefor, whether by subrogation or otherwise, unless and until all Secured Indebtedness has been fully paid and satisfied and all commitments of Beneficiary to extend credit to each Borrower shall have expired. Grantor acknowledges and agrees that the lien and security interest hereby created and provided for are absolute and unconditional and shall not in any manner be affected or impaired by any acts or omissions whatsoever of Trustee, Beneficiary or any other holder of any of the Secured Indebtedness, and without limiting the generality of the foregoing, the lien and security hereof shall not be impaired by any acceptance by Trustee, Beneficiary or any other holder of any of the Secured Indebtedness of any other security for or guarantors upon any of the Secured Indebtedness or by any failure, neglect or omission on the part of Trustee, Beneficiary or any other holder of any of the Secured Indebtedness to realize upon or protect any of the Secured Indebtedness or any collateral or security therefor. The lien and security interest hereof shall not in any manner be impaired or affected by (and Beneficiary, without notice to anyone, is hereby authorized to make from time to time) any sale, pledge, surrender, compromise, settlement, release, renewal, extension, indulgence, alteration, substitution, exchange, change in, modification or disposition of any of the Secured Indebtedness, or of any collateral or security therefor, or of any guaranty thereof, or of any instrument or agreement setting forth the terms and conditions pertaining to any of the foregoing. Beneficiary may at its discretion at any time grant credit to the Borrowers or any one of them without notice to Grantor in such amounts and on such terms as Beneficiary may elect (all of such to constitute additional Secured Indebtedness) without in any manner impairing the lien and security interest created and provided for herein. In order to realize hereon and to exercise the rights granted Trustee and/or Beneficiary hereby and under applicable law, there shall be no obligation on the part of Trustee, Beneficiary or any other holder of any of the Secured Indebtedness at any time to first resort for payment to the Borrowers or any one of them or to any guaranty of any of the Secured Indebtedness or any portion thereof or to resort to any other collateral, security, property, liens or any other rights or remedies whatsoever, and Trustee and Beneficiary shall have the right to enforce this Deed of Trust irrespective of whether or not other proceedings or steps seeking resort to or realization upon or from any of the foregoing are pending.

30. *Recovery Limitation.* Notwithstanding anything in this Deed of Trust to the contrary, the right of recovery against Grantor under this Deed of Trust shall not exceed \$1.00 less than the lowest amount which would render Grantor's obligations under this Deed of Trust void or voidable under applicable law, including fraudulent conveyance law.

31. *Revolving Credit Loans.* This Deed of Trust is given to secure, among other things, revolving credit loans or future advances and shall secure not only presently existing indebtedness

under the Letter Agreement but also future advances, whether such advances are obligatory or to be made at the option of Beneficiary, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Deed of Trust, although there may be no advance made at the time of execution of this Deed of Trust and although there may be no Secured Indebtedness outstanding at the time any advance is made. The lien of this Deed of Trust shall be valid as to all Secured Indebtedness, including future advances, from the time of its filing for record in the recorder's or registrar's office in the city or county (as applicable) in which the Mortgaged Premises are located. The total amount of Secured Indebtedness may increase or decrease from time to time, but the total unpaid balance of Secured Indebtedness (including disbursements which Beneficiary may make under this Deed of Trust, the Letter Agreement or any other documents related thereto) at any one time outstanding shall not exceed a maximum principal amount of Four Million Two Hundred Ninety Thousand Dollars (\$4,290,000) plus interest thereon and any disbursements made for payment of taxes, special assessments or insurance on the Mortgaged Premises and interest on such disbursements (all such indebtedness being hereinafter referred to as the "*maximum amount secured hereby*"). This Deed of Trust shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Mortgaged Premises, to the extent of the maximum amount secured hereby. Notwithstanding the foregoing, this Deed of Trust secures a maximum principal amount at any one time of \$4,290,000.

32. *Reimbursement Rate.* For purposes of this Deed of Trust, the term "*Reimbursement Rate*" means (a) the rate equal to eleven and one half percent (11.5%) per annum and (b) at all times on and after the occurrence of an Event of Default hereunder, the rate equal to sixteen and one half percent (16.5%) per annum (in each case, computed on the basis of a year of 360 days for the actual number of days elapsed).

33. *Governing Law.* The creation of this Deed of Trust, the perfection of the lien and security interest in the Mortgaged Premises, and the rights and remedies of Beneficiary with respect to the Mortgaged Premises, as provided herein and by the laws of the state in which the Mortgaged Premises is located, shall be governed by and construed in accordance with the internal laws of the state in which the Mortgaged Premises are located without regard to principles of conflicts of law. Otherwise, the Loan Documents and all other obligations of Grantor (including, but not limited to, the liability of Grantor for any deficiency following a foreclosure of all or any part of the Mortgaged Premises) shall be governed by and construed in accordance with the internal laws of the State of New York without regard to principles of conflicts of laws, such state being the state where such documents were executed and delivered.

34. *Partial Invalidity.* All rights, powers and remedies provided herein are intended to be limited to the extent necessary so that they will not render this Deed of Trust invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Deed of Trust shall be held to be invalid, illegal or unenforceable, the validity and enforceability of the other terms of this Deed of Trust shall in no way be affected thereby.

35. *Successors and Assigns.* Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Deed of Trust contained by or on behalf of Grantor,

or by or on behalf of Trustee or Beneficiary, shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not. If more than one party signs this instrument as Grantor, then the term "*Grantor*" as used herein shall mean all of such parties, jointly and severally.

36. *Headings.* The headings in this Deed of Trust are for convenience of reference only and shall not limit or otherwise affect the meaning of any provision hereof.

37. *Changes, Etc.* This Deed of Trust and the provisions hereof may be changed, waived, discharged or terminated only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought; it being understood that so long as the Trustee protective provisions hereof are not being changed, waived, discharged or terminated, the signature of Trustee shall not be required on any such change, waiver, discharge or termination.

38. *No Liability on Trustee or Beneficiary.* Notwithstanding anything contained herein, this Deed of Trust is only intended as security for the Secured Indebtedness, and neither Trustee nor Beneficiary shall be obligated to perform or discharge, and neither Trustee nor Beneficiary do hereby undertake to perform or discharge, any obligation, duty or liability of Grantor with respect to any of the Mortgaged Premises. No liability shall be enforced or asserted against Trustee or Beneficiary in their exercise of the powers herein respectively granted to them, and Grantor expressly waives and releases any such liability. Grantor shall and does hereby agree to indemnify and hold Trustee and Beneficiary harmless of and from any and all liability, loss or damage which any of them may or might incur under or by reason of the exercise of their respective rights hereunder and of and from any and all claims and demands whatsoever which may be asserted against any of them by reason of any alleged obligations or undertakings on any or their parts to perform or discharge any of the terms, covenants or agreements of Grantor contained herein or with respect to any of the Mortgaged Premises, except in the case of actions by the Trustee or Beneficiary that constitute gross negligence or willful misconduct. Neither Trustee nor Beneficiary shall have responsibility for the control, care, management or repair of the Mortgaged Premises, nor shall they be responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Mortgaged Premises resulting in loss or injury or death to any licensee, employee, tenant or stranger. Without limiting the foregoing, neither Trustee nor Beneficiary shall be responsible for any recitals herein or for insuring the Mortgaged Premises, or for the recording, filing or refiling of this Deed of Trust; nor shall the Trustee or Beneficiary be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Grantor contained herein.

39. *Default by Trustee.* Trustee shall not be answerable for the default or misconduct of any agent or attorney appointed in pursuance hereof if such agent or attorney shall have been selected with reasonable care, or for anything whatsoever in connection with this Deed of Trust or the Secured Indebtedness, except for its own willful misconduct or gross negligence, nor shall Trustee be under any obligation to take any action toward the execution or enforcement of the trusts hereby created which in its opinion shall be likely to involve expense or liability unless indemnified to its complete satisfaction by the holder or holders of the Secured Indebtedness and Trustee shall have the right to require security for any such indemnity which is satisfactory to it.

40. *Exculpation of Trustee.* Trustee shall not be liable for any action taken or omitted to be taken in good faith and believed by it to be within the discretion or power conferred upon Trustee by this Deed of Trust, or be responsible for the consequences of any oversight or error of judgment; and Trustee shall be protected in acting upon any notice, consent, certificate or other instrument believed by it to be genuine and correct and to have been signed by the proper person or persons. Trustee shall be entitled to assume for all purposes that the Secured Indebtedness continues to be held by the original holders thereof unless and until it receives written notice to the contrary.

41. *Moneys Received by Trustee.* All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys, except to the extent required by law, and Trustee shall be under no liability for interest on any moneys received by it hereunder.

42. *Resignation of Trustee.* Trustee may resign and be discharged of the trusts hereby created by giving written notice thereof to Grantor and Beneficiary. Such resignation shall take effect on the day specified as and when a successor trustee shall have been appointed as hereinafter provided. Trustee may be removed by Beneficiary at any time. In the event Trustee is removed, resigns, or dies, or otherwise becomes incapable of acting, a successor trustee may be appointed by Beneficiary at any time by an instrument in writing delivered to Trustee and to Grantor, duly acknowledged and filed for record in each place where this Deed of Trust shall have been recorded and signed by Beneficiary. Any successor or substitute trustee shall, without any further act, deed or conveyance, become vested with all the estates, properties, rights, powers and trusts of its predecessor with like effect as if originally named as trustee herein.

43. *Co-Trustee, Etc.* If at any time or times, for the purpose of conforming to any legal requirements, restrictions or conditions in any state or jurisdiction in which any of the Mortgaged Premises may be located, Trustee or Beneficiary shall deem it necessary or prudent so to do, Trustee or Beneficiary shall have the power, by an instrument executed by Trustee or Beneficiary to appoint one or more persons approved by Beneficiary either to act as separate trustee or trustees or co-trustee or co-trustees jointly with Trustee, of all or any specified part of the Mortgaged Premises; and the person or persons so appointed shall be such separate trustee or co-trustee or co-trustees with such rights and remedies as shall be specified in such instrument to be executed as aforesaid, to the extent not prohibited by law. Any such separate or co-trustee may resign or be removed in the same manner as can Trustee. Trustee and any separate or co-trustees shall have no responsibility for the acts and omissions of each other.

44. *Fixture Filing.* Certain portions of the Mortgaged Premises are or will become "fixtures" (as that term is defined in the Uniform Commercial Code in effect in the Commonwealth of Virginia) on the real property described in Schedule I attached hereto, and this Deed of Trust, upon being filed for record in the real estate records of the city or county (as applicable) wherein such fixtures are situated, shall operate also as a financing statement filed as a fixture filing in accordance with the applicable provisions of said Uniform Commercial Code upon such portions of the Mortgaged Premises that are or become fixtures. The real property to which the fixtures relate is described in Schedule I attached hereto. The record owner of the real property described in Schedule I attached hereto is Grantor. Pursuant to the fixture filing requirements of the UCC in

effect in the Commonwealth of Virginia, for all purposes (i) the name, type of organization and jurisdiction of organization of the debtor shall refer to and are the name, type of organization and jurisdiction of organization of Grantor set forth in the first paragraph of this Deed of Trust, and (ii) the name, type of organization and jurisdiction of organization of the secured party for all purposes is the name, type of organization and jurisdiction of organization of Beneficiary set forth in the first paragraph of this Deed of Trust. The mailing address of Grantor/debtor is the address of Grantor set forth in the first paragraph of this Deed of Trust. The mailing address of Beneficiary/secured party is the address of Beneficiary set forth in the first paragraph of this Deed of Trust.

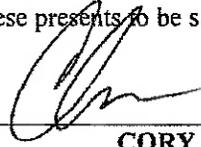
45. It is understood and agreed that Rana Al Saadi is joining in this Deed of Trust solely because the security interest granted by this Deed of Trust would not be valid as to the entire Mortgaged Premises without her signature and not because she has any liability for the underlying debt of the Borrowers, except as set forth under the Limited Guaranty Agreement dated May 28, 2021 from Rana Al Saadi in favor of Mortgagee, as amended from time to time.

46. *Short Form Phrases.* This Deed of Trust, except as expressly otherwise stated herein, is made under the provisions of Sections 55-59 et seq. and 55-60 of the Code of Virginia Annotated (as amended), and shall be construed to impose and confer upon the parties hereto and Beneficiary hereunder, all of the rights, duties and obligations prescribed in Section 55-59 et seq. and those short-form phrases, as defined in Section 55-60 as follows:

All exemptions are hereby waived;
Subject to call upon default;
Renewal or extension permitted;
Insurance required for the full replacement value;
Substitution of trustees permitted;
Any trustee may act.

{SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, Grantor has caused these presents to be signed and sealed the day and year first above written.



CORY MILLS

RANA AL SAADI

Signature Page to Credit Line Deed of Trust and Security Agreement with Assignment of Rents,
Financing Statement and Fixture Filing

STATE OF Virginia)
) SS
COUNTY OF Fairfax)

I, HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **CORY MILLS**, a resident of Mclean, Virginia, well known to be the Person named in the foregoing instrument and that he acknowledged executing the foregoing instrument freely and voluntarily on behalf of himself.

WITNESS my hand and official seal in the County and State last aforesaid.

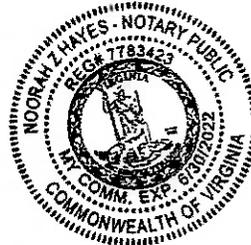
This 24 day of May, 2021.

Noorah Hayes
Notary Public

Noorah Hayes
(Type or Print Name)

(SEAL)

My commission expires:
6/30/2022



IN WITNESS WHEREOF, Grantor has caused these presents to be signed and sealed the day and year first above written.

CORY MILLS

RANA AL SAADI

Signature Page to Credit Line Deed of Trust and Security Agreement with Assignment of Rents,
Financing Statement and Fixture Filing

STATE OF Virginia)
) SS
COUNTY OF Fairfax)

I, HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **RANA AL SAADI**, a resident of Mclean, Virginia, well known to be the Person named in the foregoing instrument and that she acknowledged executing the foregoing instrument freely and voluntarily on behalf of herself.

WITNESS my hand and official seal in the County and State last aforesaid.

This 25 day of May, 2021.



Notary Public

Noorah Hayes

(Type or Print Name)

(SEAL)

My commission expires:

06/30/2022



SCHEDULE I

LEGAL DESCRIPTION

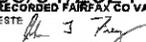
Lot 10, Section 1, The Courts, as the same is duly dedicated, platted and recorded in Deed Book 5495 at page 1098, among the Land Records of Fairfax County, Virginia.

AND BEING the same property conveyed to Cory Mills and Rana Al Saadi by virtue of a Deed from Behnaz K. Joubin, Trustee of the Behnaz K. Joubin Revocable Trust dated June 26, 2012, as grantor, dated September 5, 2017, and recorded September 6, 2017 in Deed Book 25175, Page 0540, among the aforesaid Land Records.

SCHEDULE II

PERMITTED EXCEPTIONS

Any exception as set forth in the Loan Policy of Title Insurance in favor of Beneficiary issued by Chicago Title Insurance Company which insures the lien of this Deed of Trust with respect to the Mortgaged Premises.

06/01/2021
RECORDED FAIRFAX CO VA
TESTE 
CLERK

A COPY TESTE:
CHRISTOPHER J. FALCON, CLERK

BY 
Deputy Clerk

EXHIBIT 2

Prepared by and after Recording
Return to:

Scott W. Foley, Esq.
Shapiro Sher
250 West Pratt Street, Ste. 2000
Baltimore, Maryland 21201

Tax Parcel Identification No.:
019-4-21-0010

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S
USE ONLY

CERTIFICATE OF SATISFACTION

Place of Record: Circuit Court of Fairfax County, Virginia

Date of Note/Deed of Trust: August 10, 2018

Face Amount Secured/Face Amount of Note: \$5,000,000

Deed Book 25506 Page 1567

Names of Grantors: Cory Mills and Rana Z. Al Saadi

Names of Trustees: Robert Shoemaker and Patricia J. Fisher

Atlantic Union Bank, successor-by-merger to Access National Bank, holder of the above-mentioned note secured by the above-mentioned deed of trust, does hereby certify that the same has been paid in full, and the lien therein created and retained is hereby released. GIVEN UNDER ITS HAND THIS 29 DAY OF MAY, 2021.

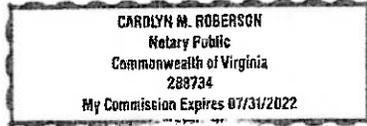
ATLANTIC UNION BANK

By: 
LYNN S. HARRISON, Senior Vice President

Commonwealth of Virginia,
County/City of Spotsylvania to-wit:

Subscribed, sworn to and acknowledged before me by Lynn Harrison this
19th day of May, 2021.

My Commission Expires: 7/31/2022



Carolyn M. Roberson
NOTARY PUBLIC

VIRGINIA:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF FAIRFAX COUNTY

This certificate was presented, and with the Certificate annexed, admitted to record on
_____ at _____ o'clock _____ m.

Clerk's fees: \$ _____ have been paid.

Attest: _____
Deputy Clerk

AFFIDAVIT

COMMONWEALTH OF VIRGINIA)

COUNTY/CITY OF Spotsylvania)ss:

THE AFFIANT, being duly cautioned and sworn, deposes and says that:

Affiant hereby certifies and declares that the debt secured by that certain Deed of Trust, dated August 10, 2018 and recorded among the Land Records of Fairfax County, Virginia in Deed Book 25506 at Page 1567, in the original principal face amount of Five Million Dollars (\$5,000,000) and intended to be released has been satisfied and paid to the Affiant, which was, at the time of such satisfaction and payment, entitled and authorized to receive same.

THIS AFFIDAVIT is made for the purpose of satisfying Virginia Code Section 55.1-339C.

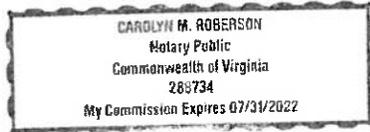
AFFIANT:

ATLANTIC UNION BANK

By: [Signature]
LYNN S. HARRISON, Senior Vice President

SWORN TO AND SUBSCRIBED before me, a Notary Public for Lynn Harrison, this 19th day of May, 2021.

My Commission expires: 7/31/2022



[Signature]
Notary Public

A COPY TESTE:
CHRISTOPHER J. FALCON, CLERK

BY: [Signature]
Deputy Clerk

06/01/2021
RECORDED FAIRFAX CO VA
TESTE [Signature]
CLERK

EXHIBIT 3

United States of America

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS

To All to Whom These Presents Shall Come, Greeting:

I, Craig Heilman, Administrator, Division of Corporate and Consumer Services, Department of Financial Institutions, do hereby certify that the annexed copy has been compared by me with the record on file in the Corporation Section of the Division of Corporate & Consumer Services of this department and that the same is a true copy thereof and that I am the legal custodian of said record, and that this certification is in due form.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department.

A handwritten signature in black ink, appearing to read "Craig Heilman". The signature is stylized and cursive.

CRAIG HEILMAN, Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions

DATE: 8/16/2024

By:

A handwritten signature in blue ink, appearing to read "Monika Van Rossum". The signature is cursive and somewhat stylized.



Corporations Bureau

Form 16 - Domestic Business Corporation Annual Report

Name of Entity

Search by Entity Name or ID: ALS, INC.
Entity ID: S089892

Formed under the laws of: Wisconsin

Registered Agent

Registered Agent Name: RESIDENT AGENTS INC.

Name of Entity:

Registered Agent Address: 2800 E. ENTERPRISE AVE STE 333

Address Line 2:

City: APPLETON

State: WI

Zip: 54913

Registered Email Address: tarun.handa@pacem-solutions.com

Principal Office

Street Address: 4700 PROVIDENCE RD

Address Line 2:

City: PERRY

State: FL

Zip: 32347-1140

Has Directors Statement

Does this entity have directors?: Yes

Directors

Name: RANA ALSAADI

Address: 2941 FAIRVIEW PARK DR STE 350

City: FALLS CHURCH

State: VA

Zip: 22042

Country: United States of America

Name: ANDREW KNAGGS

Address: 2941 FAIRVIEW PARK DR

City: FALLS CHURCH

State: VA

Zip: 22042

Country: United States of America

Name: JOSEPH SCHMITZ

Address: 2941 FAIRVIEW PARK DR
City: FALLS CHURCH
State: VA
Zip: 22042
Country: United States of America

Has Officers Statement

Does this entity have officers?: Yes

Officers

Name: ANDREW KNAGGS
Address: 2941 FAIRVIEW PARK DR STE 350
City: FALLS CHURCH
State: VA
Zip: 22042
Country: United States of America

Name: JOSEPH SCHMITZ
Address: 2941 FAIRVIEW PARK DR STE 350
City: FALLS CHURCH
State: VA
Zip: 22042
Country: United States of America

Name: TARUN HANDA
Address: 2941 FAIRVIEW PARK DR STE 350
City: FALLS CHURCH
State: VA
Zip: 22042
Country: United States of America

Statements

Brief description of the nature of business: LESS THAN LETHAL MUNITIONS MANUFACTURING

Has the entity entered into any contract, combination in the form of a trust or otherwise, or conspiracy in restraint of trade or commerce? No

Stocks

Class (Common or Preferred): COMMON
Series (if any):
Authorized Shares: 1000
Issued Shares: 1000
Outstanding Shares: 1000

Signature

Title: Officer

Date: 1/18/2023

I understand that checking this box constitutes a legal signature: Yes

Signature: Tarun Handa

Contact Information (optional)

A confirmation and copy of your filing will be sent to the email address provided.

Name: TARUN HANDA

Address: 2941 FAIRVIEW PARK DR STE 350

City: FALLS CHURCH

State: VA

Zip: 22042

Country:

Phone Number: 571-385-0299

Email Address: tarun.handa@pacem-solutions.com

Endorsement

FILED

Received Date: 01/18/2023

EXHIBIT 4

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER 04/17/2024		2. CONTRACT NO. (If any)		6. SHIP TO:				
3. ORDER NO. 140P1424P0052		4. REQUISITION/REFERENCE NO. 0040657250		a. NAME OF CONSIGNEE NPS. Glacier NP				
5. ISSUING OFFICE (Address correspondence to) NPS, IMR - Northern Rockies MABO [REDACTED]				[REDACTED]				
d. CITY PERRY		e. STATE FL		f. ZIP CODE 32347-1140		c. CITY West Glacier	d. STATE MT	e. ZIP CODE 59936
7. TO: Lori Ross a. NAME OF CONTRACTOR AMTEC LESS LETHAL SYSTEMS, INC. b. COMPANY NAME				f. SHIP VIA				
c. STREET ADDRESS 4700 PROVIDENCE RD				8. TYPE OF ORDER				
				<input checked="" type="checkbox"/> a. PURCHASE		<input type="checkbox"/> b. DELIVERY		
				REFERENCE YOUR: Quote # 06015038		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
				Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.				
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE NPS, Glacier NP				

11. BUSINESS CLASSIFICATION (Check appropriate box(es))						12. F.O.B. POINT			
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone					
<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM	<input type="checkbox"/> h. EDWOSB							
13. PLACE OF			14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 09/30/2024		16. DISCOUNT TERMS		
a. INSPECTION Destination		b. ACCEPTANCE Destination							

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	UEI: Q7LRS6JMFGC8 Wildlife Ammunition Purchase for hazing, dispatching and staff training. MICROPURCHASE Park Point of Contact: Micah Alley Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
SEE BILLING INSTRUCTIONS ON REVERSE	a. NAME		Invoice Processing Platform System		\$3,566.70	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box)		US Department of Treasury https://www.ipp.gov			
	c. CITY		d. STATE	e. ZIP CODE	\$3,566.70	

22. UNITED STATES OF AMERICA BY (Signature)		 SHARON LAROSA Digitally signed by SHARON LAROSA Date: 2024.04.17 21:00:47 -06'00'		23. NAME (Typed) Sharon LaRosa TITLE: CONTRACTING/ORDERING OFFICER	
---	--	--	--	--	--

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 04/17/2024	CONTRACT NO.	ORDER NO. 140P1424P0052
-----------------------------	--------------	----------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>[REDACTED]</p> <p>Contract Specialist: Sharon LaRosa</p> <p>[REDACTED]</p> <p>Admin Office: NPS, IMR - Northern Rockies MABO</p> <p>[REDACTED]</p> <p>Accounting Info: Period of Performance: 04/18/2024 to 09/30/2024</p>					
00010	<p>ALS1200 H-Kinetic Impact Bag Short Range 12g (200 ea.)</p> <p>Product/Service Code: 1305</p> <p>Product/Service Description: AMMUNITION, THROUGH 30MM</p>				1,590.00	
00020	<p>ALS1202-LE Rubber Fin Rocket (direct fire) 12g (100 ea.)</p> <p>Product/Service Code: 1305</p> <p>Product/Service Description: AMMUNITION, THROUGH 30MM</p>				725.00	
00030	<p>ALS1209 Aerial Bang 12 ga (100 ea.)</p> <p>Product/Service Code: 1305</p> <p>Product/Service Description: AMMUNITION, THROUGH 30MM</p>				765.00	
00040	<p>Freight: \$138.00</p> <p>Packaging: \$9.90</p> <p>Federal Excise Taxes: \$338.80</p> <p>Product/Service Code: V119</p> <p>Continued ...</p>				486.70	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$3,566.70	

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 04/17/2024	CONTRACT NO.	ORDER NO. 140P1424P0052
-----------------------------	--------------	----------------------------

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Product/Service Description: TRANSPORTATION/TRAVEL/RELOCATION- TRANSPORTATION: OTHER</p> <p>-----</p> <p>Electronic Invoicing and Payment Requirements-Invoice Processing Platform (IPP) February 2021</p> <p>Payment requests must be submitted electronically through the U. S. Department of the Treasury's Invoice Processing Platform System (IPP). "Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions - Commercial Items included in commercial item contracts. The IPP website address is: https://www.ipp.gov. Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice: Invoice to be on company letterhead with stated contract number. The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of St. Louis (FRBSTL) within 3 - 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email</p> <p>[REDACTED]</p> <p>If the Contractor is unable to comply with Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

PAGE NO
4

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER
04/17/2024

CONTRACT NO.

ORDER NO.

140P1424P0052

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the Contracting Officer with its proposal or quotation. (End of Local Clause)</p> <p>-----</p> <p>The total amount of award: \$3,566.70. The obligation for this award is shown in box 17(i).</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

EXHIBIT 5

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 AND 30.

2. CONTRACT NUMBER 15B30924P0000074		3. AWARD/EFFECTIVE DATE 05/29/2024	4. ORDER NUMBER	1. REQUISITION NUMBER 15B30924PR000202	PAGE 1 OF 24
7. FOR SOLICITATION INFORMATION CALL:		a. NAME K. Riley [REDACTED]@bop.gov		5. SOLICITATION NUMBER 305 [REDACTED]	6. SOLICITATION ISSUE DATE
9. ISSUED BY Federal Bureau of Prisons FCI Miami [REDACTED]		CODE 15B309	10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR		

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NET 30	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING
15. DELIVER TO Federal Bureau of Prisons FCI Miami [REDACTED]		CODE 15B309	16. ADMINISTERED BY Keith Myers [REDACTED]@bop.gov		14. METHOD OF SOLICITATION <input type="checkbox"/> REQUEST FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input type="checkbox"/> REQUEST FOR PROPOSAL (RFP)

17a. CONTRACTOR/OFFEROR ALS, INC. Doing Business As: PACEM DEFENSE 4700 PROVIDENCE ROAD PERRY, FL 32347-1140 TELEPHONE NUMBER		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Federal Bureau of Prisons FCI Miami [REDACTED]@bop.gov	
---	--	------	---------------	--	--

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
---	--	---	--	--	--

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Delivery Date: 06/30/2024 LESS LETHAL MUNITIONS 5-24 R/P# 0116-24 Firm Fixed Price See Continuation Sheet(s) <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA BOP-2024-1060AD-P0309-E2-E15-26041-2024			26. TOTAL AWARD AMOUNT (For Government Use Only) \$5,094.45		
--	--	--	--	--	--

27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED	
---	--	---	--

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED <input type="checkbox"/>		29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <input type="checkbox"/>	
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30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
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30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF THE CONTRACTING OFFICER (Type or print)	
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30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF THE CONTRACTING OFFICER (Type or print)	
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30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF THE CONTRACTING OFFICER (Type or print)	
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30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF THE CONTRACTING OFFICER (Type or print)	
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30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF THE CONTRACTING OFFICER (Type or print)	
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30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF THE CONTRACTING OFFICER (Type or print)	
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30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF THE CONTRACTING OFFICER (Type or print)	
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30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF THE CONTRACTING OFFICER (Type or print)	
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30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF THE CONTRACTING OFFICER (Type or print)	
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19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)

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Section 1 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ALSD429 TACTICAL BLAST STUN GRENADE PSC: 1395	10	EA	\$64.40000	\$644.00
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	ALST471 MAGNUM ULTRA FLASH STUN GRENADE PSC: 1395	10	EA	\$74.05000	\$740.50
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	ALSG274 HANDBALL GRENADE, CS PSC: 1395	15	EA	\$38.90000	\$583.50
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	ALSG10160 HORNETS NEST STING GRENADE, .60 CAL. BALLS PSC: 1395	20	EA	\$52.10000	\$1,042.00
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	ALSG272 CONTINUOUS DISCHARGE GRENADE, CS PSC: 1395	10	EA	\$43.20000	\$432.00
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	ALS5797W-40 40MM LONG RANGE LAUNCHABLE, WHITE SMOKE PSC: 1395	12	EA	\$22.30000	\$267.60
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	ALS5727CS-40 40MM LONG RANGE LAUNCHABLE, CS PSC: 1395	12	EA	\$24.25000	\$291.00
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	ALS7727CS-40 40MM SHORT RANGE LAUNCHABLE, CS PSC: 1395	12	EA	\$24.40000	\$292.80
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	ALSOC9-STREAM TOP COP OC STREAM BOV, 14OZ MK9 PSC: 1395	6	EA	\$45.10000	\$270.60
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	ALSOC31-CONE TOP COP OC CONE, 3.1OZ MK4 PSC: 1395	32	EA	\$13.65000	\$436.80
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	FET PSC: V119	1	EA	\$93.65000	\$93.65
TOTAL					\$5,094.45

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
N/A	1	\$5,094.45	BOP-2024-1060AD-P0309-E2-E15-26041-2024
		TOTAL: \$5,094.45	

Section 2 - Contract Clauses

52.212-4 Contract Terms and Conditions-Commercial Products and Commercial Services
(Nov 2023)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.--*

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109 , which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction

of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs,

fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

A.1 ADDENDUM TO FAR 52.212-4, Contract Terms and Conditions-Commercial Products and Commercial Services (Nov 2023)

The terms and conditions for the following clauses are hereby incorporated into this solicitation and resulting contract as an addendum to FAR clause 52.212-4.

Clauses By Full Text

52.204-12 Unique Entity Identifier Maintenance (Oct 2016)

(a) *Definition.* Unique entity identifier, as used in this clause, means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at the System for Award Management (SAM) for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(End of clause)

52.224-3 Privacy Training (Jan 2017)

(a) *Definition.* As used in this clause, "personally identifiable information" means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who--

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.3 and 39.105).

(c)(1) Privacy training shall address the key elements necessary for ensuring the safeguarding of personally identifiable information or a system of records. The training shall be role-based, provide foundational as well as more advanced levels of training, and have measures in place to test the knowledge level of users. At a minimum, the privacy training shall cover--

(i) The provisions of the Privacy Act of 1974 (5 U.S.C. 552a), including penalties for violations of the Act;

(ii) The appropriate handling and safeguarding of personally identifiable information;

(iii) The authorized and official use of a system of records or any other personally identifiable information;

(iv) The restriction on the use of unauthorized equipment to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise access personally identifiable information;

(v) The prohibition against the unauthorized use of a system of records or unauthorized disclosure, access, handling, or use of personally identifiable information; and

(vi) The procedures to be followed in the event of a suspected or confirmed breach of a system of records or the unauthorized disclosure, access, handling, or use of personally identifiable information (see OMB guidance for Preparing for and Responding to a Breach of Personally Identifiable Information).

(2) Completion of an agency-developed or agency-conducted training course shall be deemed to satisfy these elements.

(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will--

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or

(3) Design, develop, maintain, or operate a system of records.

(End of clause)

DOJ-02 Contractor Privacy Requirements (JAN 2022)

A. Limiting Access to Privacy Act and Other Sensitive Information

(1) *Privacy Act Information*

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984) and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires Contractor personnel to have access to information protected by the Privacy Act of 1974, the contractor is advised that the relevant DOJ system of records notices (SORNs) applicable to this Privacy Act information may be found at <https://www.justice.gov/opcl/doj-systems-records>. [1] Applicable SORNs published by other agencies may be accessed through those agencies' websites or by searching the Federal Digital System (FDsys) available at <http://www.gpo.gov/fdsys/>. SORNs may be updated at any time.

(2) Prohibition on Performing Work Outside a Government Facility/Network/Equipment

Except where use of Contractor networks, IT, other equipment, or Workplace as a Service (WaaS) is specifically authorized within this contract, the Contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or WaaS and Government information shall remain within the confines of authorized Government networks at all times. Any handling of Government information on Contractor networks or IT must be approved by the Senior Component Official for Privacy of the component entering into this contract. Except where remote work is specifically authorized within this contract, the Contractor shall perform all tasks described in this document at authorized Government facilities; the Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of remote work authorizations.

(3) Prior Approval Required to Hire Subcontractors

The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(4) Separation Checklist for Contractor Employees

The Contractor shall complete and submit an appropriate separation checklist to the Contracting Officer before any employee or Subcontractor employee terminates working on the contract. The Contractor must submit the separation checklist on or before the last day of employment or work on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposition of personally identifiable information (PII)[2], in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to PII or other sensitive information.

In the event of adverse job actions resulting in the dismissal of a Contractor or Subcontractor employee before the separation checklist can be completed, the Prime Contractor must notify the Contracting Officer within 24 hours and confirm receipt of the notification. In the case the Contractor is unable to notify the Contracting Officer, then the Contractor should notify the Contract Officer's Representative (COR).

Contractors must complete the separation checklist with the Contracting Officer or COR by returning all Government-furnished property including, but not limited to, computer equipment, media, credentials and passports, smart cards, mobile devices, Personal Identity Verification (PIV) cards, calling cards, and keys and terminating access to all user accounts and systems. Unless the Contracting Officer requests otherwise, the relevant Program Manager or other Key Personnel designated by the Contracting Officer or COR may facilitate the return of equipment.

B. Privacy Training, Safeguarding, and Remediation

(1) Required Security and Privacy Training for Contractors

The Contractor must ensure that all employees take appropriate privacy training, including Subcontractors who have access to PII as well as the creation, use, dissemination and/or destruction of PII at the outset of the employee's work on the contract and every year thereafter. Training must include procedures on how to properly handle PII, including heightened security requirements for the transporting or transmission of sensitive PII, and reporting requirements for a suspected breach or loss of PII. These courses, along with more information about

DOJ security and training requirements for Contractors, are available at <https://www.justice.gov/jmd/learndoj>. The Federal Information Security Modernization Act of 2014 (FISMA) requires all individuals accessing DOJ information to complete training on records management, cybersecurity awareness, and information system privacy awareness. Contractor employees are required to sign the "Privacy Rules of Behavior," acknowledging and agreeing to abide by privacy law, policy, and certain privacy safeguards, prior to accessing DOJ information. These Rules of Behavior are made available to all new users of DOJ's computer network and to trainees at the conclusion of DOJ-OPCL-CS-0005.

The Contractor should maintain copies of certificates as a record of compliance and must submit an email notification annually to the COR verifying that all employees working under this contract have completed the required privacy and cybersecurity training.

(2) Safeguarding PII Requirements

Contractor employees must comply with DOJ Order 0904 and other guidance published to the publicly-available Office of Privacy and Civil Liberties (OPCL) Resources page^[3] relating to the safeguarding of PII, including the use of additional controls to safeguard sensitive PII (e.g., the encryption of sensitive PII). This requirement flows down from the Prime Contractor to all Subcontractors and lower tiered subcontracts.

(3) Non-Disclosure Agreement Requirement

Prior to commencing work, all Contractor personnel that may have access to PII or other sensitive information shall be required to sign a Non-Disclosure Agreement (NDA) and the DOJ IT Rules of Behavior. The Non-Disclosure Agreement:

- (a) prohibits the Contractor from retaining or divulging any PII or other sensitive information, or derivatives therefrom, furnished by the Government or to which they may otherwise come in contact as a result of their performance of work under the contract/task order that is otherwise not publicly available, whether or not such information has been reduced to writing; and
- (b) requires the Contractor to report any loss of control, compromise, unauthorized disclosure, or unauthorized acquisition of PII or other sensitive information to the component-level or headquarters Security Operations Center within one (1) hour of discovery.

The Contractor should maintain signed copies of the NDA for all employees as a record of compliance. The Contractor should also provide copies of each employee's signed NDA to the Contracting Officer before the employee may commence work under the contract/task order.

(4) Prohibition on Use of PII in Vendor Billing and Administrative Records

The Contractor's invoicing, billing, and other financial or administrative records or databases is not authorized to regularly store or include any sensitive PII or other confidential government information that is created, obtained, or provided during the performance of the contract without the written permission of the Senior Component Official for Privacy (SCOP). It is acceptable to list the names, titles and contact information for the Contracting Officer, COR, or other personnel associated with the administration of the contract in the invoices as needed.

(5) Reporting Actual or Suspected Data Breach

Contractors must report any actual or suspected breach of PII within one hour of discovery.^[4] A "breach" is an incident or occurrence that involves the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where: (1) a person other than an authorized user accesses or potentially accesses PII or (2) an authorized user accesses or potentially accesses PII for an other than authorized purpose. The report of a breach must be made to DOJ. The Contractor must cooperate with DOJ's inquiry into the incident and efforts to minimize risks to DOJ or individuals, including remediating any harm to potential victims.

- (a) The Contractor must develop and maintain an internal process by which its employees and Subcontractors are trained to identify and report the breach, consistent with DOJ Instruction 0900.00.01^[5], Reporting and Response Procedures for a Breach of Personally Identifiable Information.

(b) The Contractor must report any such breach by its employees or Subcontractors to the DOJ Security Operations Center (██████████@usdoj.gov, 202██████████); Component-level Security Operations Center and Component-level Management Team, where appropriate; the COR; and the Contracting Officer within one (1) hour of the initial discovery.

(c) The Contractor must provide a written report to the DOJ Security Operations Center (██████████@usdoj.gov, 202██████████) within 24 hours of discovery of the breach by its employees or Subcontractors. The report must contain the following information:

- (i) Narrative or detailed description of the events surrounding the suspected loss or compromise of information.[6] Date, time, and location of the incident.
- (ii) Amount, type, and sensitivity of information that may have been lost or compromised, accessed without authorization, etc.
- (iii) Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.[7]
- (iv) Names and classification of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.
- (v) Cause of the incident and whether the company's security plan was followed and, if not, which specific provisions were not followed.[8]
- (vi) Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
- (vii) Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

(d) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.

(e) At the Government's discretion, Contractor employees or Subcontractor employees may be identified as no longer eligible to access PII or to work on that contract based on their actions related to the loss or compromise of PII.

(6) *Victim Remediation*

At DOJ's request, the Contractor is responsible for notifying victims and providing victim remediation services in the event of a breach of PII held by the Contractor, its agents, or its Subcontractors, under this contract. Victim remediation services shall include at least 18 months of credit monitoring and, for serious or large incidents as determined by the Government, call center help desk services for the individuals whose PII was lost or compromised. When DOJ requests notification, the Department Chief Privacy and Civil Liberties Officer and SCOP will direct the Contractor on the method and content of such notification to be sent to individuals whose PII was breached. By performing this work, the Contractor agrees to full cooperation in the event of a breach. The Contractor should be self-insured to the extent necessary to handle any reasonably foreseeable breach, with another source of income, to fully cover the costs of breach response, including but not limited to victim remediation.

C. Government Records Training, Ownership, and Management

(1) *Records Management Training and Compliance*

(a) The Contractor must ensure that all employees and Subcontractors that have access to PII as well as to those involved in the creation, use, dissemination and/or destruction of PII take the *DOJ Records and Information Training for New Employees (RIM)* training course or another training approved by the Contracting Officer or COR. This training will be provided at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. The Contractor shall maintain copies of certificates as a record of compliance and must submit an email notification annually to the COR verifying that all employees working under this contract have completed the required records management training.

(b) The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records containing PII and those covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(2) Records Creation, Ownership, and Disposition

(a) The Contractor shall not create or maintain any records not specifically tied to or authorized by the contract using Government IT equipment and/or Government records or that contain Government Agency information. The Contractor shall certify, in writing, the appropriate disposition or return of all Government information at the conclusion of the contract or at a time otherwise specified in the contract. In accordance with 36 CFR 1222.32, the Contractor shall maintain and manage all Federal records created in the course of performing the contract in accordance with Federal law. Records may not be removed from the legal custody of DOJ or destroyed except in accordance with the provisions of the agency records schedules.

(b) Except as stated in the Performance Work Statement and, where applicable, the Contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases and all supporting documentation and associated metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and may be considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

(c) The Contractor shall not retain, use, sell, disseminate, or dispose of any government data/records or deliverables without the express written permission of the Contracting Officer or Contracting Officer's Representative. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

D. Data Privacy and Oversight*(1) Restrictions on Testing or Training Using Real Data Containing PII*

The use of real data containing PII from any source for testing or training purposes is generally prohibited. The Contractor shall use synthetic or de-identified real data for testing or training whenever feasible.

(2) Requirements for Contractor IT Systems Hosting Government Data

The Contractor is required to obtain an Authority To Operate (ATO) for any IT environment owned or controlled by the Contractor or any Subcontractor on which Government data shall reside for the purposes of IT system development, design, data migration, testing, training, maintenance, use, or disposal.

(3) Requirement to Support Privacy Compliance

(a) If this contract requires the development, maintenance or administration of information technology[9], the Contractor shall support the completion of the Initial Privacy Assessment (IPA) document, if requested by Department personnel. An IPA is the first step in a process to identify potential privacy issues and mitigate privacy risks. The IPA asks basic questions to help components assess whether additional privacy protections may be needed in designing or implementing a project[10] to mitigate privacy risks, and whether compliance work may be needed. Upon review of the IPA, the OPCL determines whether a Privacy Impact Assessment (PIA) document and/or SORN, or modifications thereto, are required. The Contractor shall provide adequate support to complete the applicable risk assessment and PIA document in a timely manner, and shall ensure that project management plans and schedules include the IPA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DOJ, including IPAs, PIAs, and SORNs, is located on the DOJ OPCL website (<https://dojnet.doj.gov/privacy/>), including DOJ Order 0601, Privacy and Civil Liberties. The Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

(b) If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy risk assessment and documentation, the Contractor shall provide adequate support to DOJ to ensure DOJ can complete any required assessment, and IPA, PIA, SORN, or other supporting documentation to support privacy compliance. The Contractor shall work with personnel from the program office, OPCL, the Office of the Chief Information Officer (OCIO), and the Office of Records Management and Policy to ensure that the

privacy assessments and documentation are kept on schedule, that the answers to questions in the documents are thorough and complete, and that questions asked by the OPCL and other offices are answered in a timely fashion. The Contractor must ensure the completion of required PIAs and documentation of privacy controls consistent with federal law and standards, e.g. NIST 800-53, Rev. 5; and compliance with the Privacy Act of 1974, E-Government Act of 2002, Federal Information Security Modernization Act of 2014, and key OMB guidelines, e.g., OMB Circular A-130.

[1] “[T]he term ‘record’ means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.” 5 U.S.C. § 552a(a)(4). “[T]he term ‘system of records’ means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.” 5 U.S.C. § 552a(a)(5).

[2] As stated in FAR 52.224-3 and Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource (2016), “‘personally identifiable information’ means information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other information that is linked or linkable to a specific individual.” Regarding “sensitive PII,” “[t]he sensitivity level of the PII will depend on the context, including the purpose for which the PII is created, collected, used, processed, stored, maintained, disseminated, disclosed, or disposed. For example, the sensitivity level of a list of individuals’ names may depend on the source of the information, the other information associated with the list, the intended use of the information, the ways in which the information will be processed and shared, and the ability to access the information.” OMB Circular A-130, at App. II-2.

[3] The DOJ OPCL Resources page is available at <https://www.justice.gov/opcl/resources>.

[4] As stated in DOJ Instruction 0900, “Contractors must notify the Contracting Officer, the Contracting Officer’s Representative, and JSOC (or component-level SOC) within 1 hour of discovering any incidents, including breaches, consistent with this Instruction, guidance issued by the CPCLO, NIST standards and guidelines, and the US-CERT notification guidelines.”

[5] <https://www.justice.gov/file/4336/download>

[6] As stated in DOJ Instruction 0900, the description should include the type of information that constitutes PII; purpose for which PII is collected, maintained, and used; extent to which PII identifies a peculiarly vulnerable population; the determination of whether the information was properly encrypted or rendered partially or completely inaccessible by other means; format of PII (e.g., whether PII was structured or unstructured); length of time PII was exposed; any evidence confirming that PII is being misused or that it was never accessed.

[7] As stated in DOJ Instruction 0900, the report should include the nature of the cyber threat (e.g., Advanced Persistent Threat, Zero Day Threat, data exfiltration) for cyber incidents.

[8] As stated in DOJ Instruction 0900, the report should include analysis on whether the data is accessible, usable, and intentionally targeted.

[9] As defined in 40 U.S.C. § 11101, the term “information technology” means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use (i) of that equipment or (ii) of that equipment to a significant extent in the performance of a service or the furnishing of a product; includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but does not include any equipment acquired by a federal contractor incidental to a federal contract.

[10] In this instance, the term “project” is used to scope the activities (e.g., creating, collecting, using, processing, storing, maintaining, disseminating, disclosing, or disposing of information) covered by an IPA. A project is intended to be technology-neutral, and may include an information system, a digital service, an information technology, a combination thereof, or some other activity that may create potential privacy issues or privacy risks that would benefit from an IPA. The scope of a project covered by an IPA is discretionary, but components should work with their SCOP and OPCL.

(End of Clause)

[END OF ADDENDUM TO FAR 52.212-4]

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

__ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

__ (4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community--see FAR 3.900(a).

__ (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (6) [Reserved].

__ (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

__ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders-Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115-390, title II).

__ (11)(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

- ___ (ii) Alternate I (Dec 2023) of 52.204-30.
- ___ (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).
- ___ (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- ___ (14) [Reserved].
- ___ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).
- ___ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ___ (17) [Reserved]
- ___ (18)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- ___ (ii) Alternate I (Mar 2020) of 52.219-6.
- ___ (19)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- ___ (ii) Alternate I (Mar 2020) of 52.219-7.
- ___ (20) 52.219-8, Utilization of Small Business Concerns (Feb 2024) (15 U.S.C. 637(d)(2) and (3)).
- ___ (21)(i) 52.219-9, Small Business Subcontracting Plan (Sep 2023) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (Nov 2016) of 52.219-9.
- ___ (iii) Alternate II (Nov 2016) of 52.219-9.
- ___ (iv) Alternate III (Jun 2020) of 52.219-9.
- ___ (v) Alternate IV (Sep 2023) of 52.219-9.
- ___ (22)(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- ___ (ii) Alternate I (Mar 2020) of 52.219-13.
- ___ (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).
- ___ (24) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).
- ___ (26)(i) 52.219-28, Post-Award Small Business Program Rerepresentation (Feb 2024) (15 U.S.C. 632(a)(2)).
- ___ (ii) Alternate I (Mar 2020) of 52.219-28.
- ___ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
- ___ (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).
- ___ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

- __ (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 657s).
- __ (31) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).
- __ (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Feb 2024) (E.O. 13126).
- __ (33) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- __ (34)(i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- __ (ii) Alternate I (Feb 1999) of 52.222-26.
- __ (35)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- __ (ii) Alternate I (Jul 2014) of 52.222-35.
- __ (36)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- __ (ii) Alternate I (Jul 2014) of 52.222-36.
- __ (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- __ (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- __ (39)(i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- __ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- __ (40) 52.222-54, Employment Eligibility Verification (May 2022). (E.O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- __ (41)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- __ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, *et seq.*).
- __ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, *et seq.*).
- __ (44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, *et seq.*).
- __ (45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, *et seq.*).
- __ (46) 52.223-23, Sustainable Products and Services (May 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671).
- __ (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- __ (ii) Alternate I (Jan 2017) of 52.224-3.
- __ (48)(i) 52.225-1, Buy American--Supplies (Oct 2022) (41 U.S.C. chapter 83).
- __ (ii) Alternate I (Oct 2022) of 52.225-1.

__ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

__ (ii) Alternate I [Reserved].

__ (iii) Alternate II (Dec 2022) of 52.225-3.

__ (iv) Alternate III (Feb 2024) of 52.225-3.

__ (v) Alternate IV (Oct 2022) of 52.225-3.

__ (50) 52.225-5, Trade Agreements (Nov 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

__ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

__ (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

__ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

__ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

__ (59) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

__ (60) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (63) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).

__ (64)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

__ (iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

__ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

__ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

__ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

__ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

- (vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- (vii)(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub. L. 115-390, title II).
- (B) Alternate I (Dec 2023) of 52.204-30.
- (viii) 52.219-8, Utilization of Small Business Concerns (Feb 2024) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ix) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (x) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212)
- (xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xvi) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).
- (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
- (xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xix) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).
- (xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (xxii)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (Jan 2017) of 52.224-3.
- (xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.
- (xxvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Section 3 - List of Attachments

Identifier	Title	Number of Pages
1	Less Lethal 5-24 CHECKLIST.pdf	1
2	Less Lethal 5-24 PO SCAN.pdf	2
3	AMTECH SAM.pdf	2
4	Less Lethal 5-24 quote.pdf	2
5	15B30924P00000074 SAM.pdf	

Print

Close

Help

Transaction Information

Award Type: Purchase Order **Prepared Date:** 06/18/2024 14:32:22 **Prepared User:** KRILEY
Award Status: Final **Last Modified Date:** 06/18/2024 14:37:34 **Last Modified User:** KRILEY
Closed Status: No **Closed Status Date:** **Closed By:** **Approved Date:** 06/18/2024 14:37:34 **Approved By:** KRILEY

Document Information

Agency	Procurement Identifier	Modification No	Trans No
Award ID: 1540	15B30924P00000074	0	0
Referenced IDV ID:			
Reason For Modification:			
Solicitation ID:			
Treasury Account Symbol:	Agency Main Sub Identifier Account Account	Initiative	Select One

Dates	Amounts
Date Signed: 06/18/2024	Action Obligation: \$5,094.45
Period of Performance Start Date: 06/18/2024	Base And Exercised Options Value: \$5,094.45
Completion Date: 07/30/2024	Base and All Options Value (Total Contract Value): \$5,094.45
Est. Ultimate Completion Date: 07/30/2024	Fee Paid for Use of Indefinite Delivery Vehicle: \$0.00
Solicitation Date:	

Purchaser Information

Contracting Office Agency ID: 1540	Contracting Office Agency Name: FEDERAL PRISON SYSTEM / BUREAU OF PRIS
Contracting Office ID: 15B309	Contracting Office Name: FCI MIAMI
Funding Agency ID: 1540	Funding Agency Name: FEDERAL PRISON SYSTEM / BUREAU OF PRIS
Funding Office ID: 15B309	Funding Office Name: FCI MIAMI
Foreign Funding: Not Applicable	

Entity Information

FAR 4.1102 Exception: Remove Exception

Unique Entity ID: Q7LRS6JMFGC8	Street: 4700 PROVIDENCE RD
Legal Business Name: ALS, INC.	Street2:
DBAN:	City: PERRY
CAGE Code: 6LBB0	State: FL Zip: 323471140
	Country: UNITED STATES
	Phone: (850) [REDACTED]
	Fax No: (850) [REDACTED]
	Congressional District: FLORIDA 02

Business Category

Organization Type: CORPORATE NOT TAX EX	Business Types
State of Incorporation: VA	✓ Corporate Entity, Not Tax Exempt
Country of Incorporation: USA	Socio Economic Data
	✓ Veteran-Owned Business
	Line Of Business
	✓ Manufacturer of Goods
	Relationship With Federal Government
	✓ All Awards
	Organization Factors
	✓ For Profit Organization

Contract Data

Type of Contract: Firm Fixed Price

Inherently Governmental Functions: Select One

Multiyear Contract: Select One

Major Program: Select One

National Interest Action: Select One

Cost Or Pricing Data: Select One

Purchase Card Used As Payment Method: No

Un definitized Action: No

Performance Based Service Acquisition: Not Applicable
** FY 2004 and prior; 80% or more specified as performance requirement*
** FY 2005 and later; 50% or more specified as performance requirement*

Emergency Acquisition: Not Applicable

Contract Financing: Not Applicable

Cost Accounting Standards Clause: Select One

Consolidated Contract: Not Consolidated

Number Of Actions: 1

Legislative Mandates

Clinger-Cohen Act: No

Labor Standards: No

Materials, Supplies, Articles, and Equip: Not Applicable

Construction Wage Rate Requirements: Not Applicable

Additional Reporting:

Select One or More Options
 Employment Eligibility Verification (52.222-54)
 Service Contract Inventory (FAR 4.17)
 None of the Above

Interagency Contracting Authority:

Not Applicable

Other Interagency Contracting Statutory Authority:
(100 characters)

Principal Place of Performance

Principal Place Of Performance Code:	State	Location	Country
	FL		USA
Principal Place Of Performance County Name:	TAYLOR		
Principal Place Of Performance City Name:	PERRY		
Congressional District Place Of Performance:	FLORIDA 02		
Place Of Performance Zip Code(+4):	32347	-	1140

Product Or Service Information

Product/Service Code: 1395 **Description:** MISCELLANEOUS AMMUNITION

Principal NAICS Code: 332993 **Description:** AMMUNITION (EXCEPT SMALL ARMS) MANUFACTURING

Bundled Contract: Not Bundled

DOD Acquisition Program:

Country of Product or Service Origin: USA UNITED STATES

Place of Manufacture: Mfg in U.S.

Domestic or Foreign Entity: U.S. Owned Business

Recovered Materials/Sustainability: No Clauses Included and No Sustainability Included [OMB Policy on Sustainable Acquisition](#)

Information Technology Commercial Category: Select One

Claimant Program Code: **Description:**

Sea Transportation: Select One

GFP Provided Under This Action: Transaction does not use GFP

Use Of EPA Designated Products: Not Required

Description Of Requirement: (Limit 250 characters)
Current: 21
LESS LETHAL MUNITIONS

Competition Information

Extent Competed For Referenced IDV:

Extent Competed: Not Competed under SAP

Source Selection Process: Other

Solicitation Procedures: Simplified Acquisition

IDV Type Of Set Aside:

Type Of Set Aside: No set aside used.

Type Of Set Aside Source: This Action

Evaluated Preference: No Preference used

SBIR/STTR: Select One

Fair Opportunity/Limited Sources: Select One

Other Than Full And Open Competition: Less than or equal to the Micro-Purchase Threshold

Local Area Set Aside: No

Contract Opportunities Notice: No

A76 Action: Select One

Commercial Products and Services Acquisition Procedures:

Commercial Products/Services

IDV Number of Offers:

Number Of Offers Received:

1

Number of Offers Source:

Small Business Competitiveness Demonstration Program:

Simplified Procedures for Certain Commercial Products and Commercial Services:

No

Preference Programs / Other Data

Contracting Officer's Business Size Selection:

Small Business

Subcontract Plan:

Plan Not Required

Price Evaluation Percent Difference:

%



ALS, INC.

Unique Entity ID Q7LRS6JMFGC8	CAGE / NCAGE 6LBBO	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date May 22, 2025	
Physical Address 4700 Providence RD Perry, Florida 32347-1140 United States	Mailing Address 4700 Providence Road Perry, Florida 32347-1140 United States	

Business Information

Doing Business as PACEM Defense	Division Name Pacem Defense Llc	Division Number Pacem Defe
Congressional District Florida 02	State / Country of Incorporation Virginia / United States	URL www.lesslethal.com

Registration Dates

Activation Date May 30, 2024	Submission Date May 22, 2024	Initial Registration Date Nov 11, 2011
--	--	--

Entity Dates

Entity Start Date Nov 2, 2011	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE 7TTA7	Legal Business Name PACEM SOLUTION INTERNATIONAL LLC
----------------------	--

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Manufacturer of Goods
Profit Structure For Profit Organization		

Socio-Economic Types**Veteran-Owned Business**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
--	-------------------------------------

EFT Indicator 0000	CAGE Code 6LBB0
------------------------------	---------------------------

Taxpayer Information

EIN 453646693	Type of Tax Applicable Federal Tax	Taxpayer Name AMTEC LESS LETHAL SYSTEMS INC
Tax Year (Most Recent Tax Year) 2022	Name/Title of Individual Executing Consent Vice Pres	TIN Consent Date May 22, 2024
Address 4700 Providence RD Perry, Florida 32347		

Points of Contact**Accounts Receivable POC**

♀
Theresa Smith, Accounts Receivable Specialist
[REDACTED]@pacem-defense.com
850 [REDACTED]

Electronic Business

♀
Brian E. Crouch, Vice President
[REDACTED]@pacem-defense.com
850 [REDACTED]

4700 Providence RD
Perry, Florida 32347
United States

Government Business

♀
Brian Crouch, VP Business Administration
[REDACTED]@pacem-defense.com
850 [REDACTED]

4700 Providence RD
Perry, Florida 32347
United States

Security Information

Company Security Level Government Non-Classified	Highest Level Employee Security Level Government Non-Classified
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Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	332994	Small Arms, Ordnance, And Ordnance Accessories Manufacturing
	325920	Explosives Manufacturing
	325998	All Other Miscellaneous Chemical Product And Preparation Manufacturing
	332992	Small Arms Ammunition Manufacturing
	332993	Ammunition (Except Small Arms) Manufacturing

Product and Service Codes

PSC 1040	PSC Name Chemical Weapons And Equipment
--------------------	---

1055	Launchers, Rocket And Pyrotechnic
1305	Ammunition, Through 30mm
1310	Ammunition, Over 30mm Up To 75mm
1330	Grenades
1365	Military Chemical Agents
1370	Pyrotechnics
1395	Miscellaneous Ammunition

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$11,000,000.00	92

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	(blank)

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	(blank)	(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.



Institution/Facility FCI Miami	Requisitioning Department Correctional Services	Date of Order 5-7-2024
Requestor Name/Telephone Number K. Myers 305 [REDACTED]		Receiving Report # (Warehouse Use) Warehouse Signature:

Item No.	GSA/Other Stock No.	DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
1	ALSD429	TACTICAL BLAST STUN GRENADE	10	ea	\$64.40	\$ 644.00
2	ALST471	MAGNUM ULTRA FLASH STUN GRENADE	10	ea	\$74.05	\$ 740.50
3	ALSG274	HANDBALL GRENADE, CS	15	EA	\$38.90	\$ 583.50
4	ALSG10160	HORNETS NEST STING GRENADE, .60 CAL. BALLS	20	EA	\$52.10	\$ 1,042.00
5	ALSG272	CONTINUOUS DISCHARGE GRENADE, CS	10	EA	\$43.20	\$ 432.00
6	ALS5797W-40	40MM LONG RANGE LAUNCHABLE, WHITE SMOKE	12	EA	\$22.30	\$ 267.60
7	ALS5727CS-40	40MM LONG RANGE LAUNCHABLE, CS	12	EA	\$24.25	\$ 291.00
8	ALS7727CS-40	40MM SHORT RANGE LAUNCHABLE, CS	12	EA	\$24.40	\$ 292.80
9	ALSOC9-STRE ΔM	TOP COP OC STREAM BOV, 14OZ MK9	6	EA	\$45.10	\$ 270.60
10	ALSOC31-CON E	TOP COP OC CONE, 3.1OZ MK4	32	EA	\$13.65	\$ 436.80

Bureau of Prisons Tax ID: #53-0205705

TOTAL AMOUNT

\$ 5,094.45

Price Quotes	Item 1	Item 2	Item 3	Item 4	Item 1	Item 2	Item 3	Item 4	Item 1	Item 2	Item 3	Item 4
Source/Vendor Name	PACEM DEFENSE COMPANY											
Street	4700 PROVIDENCE ROAD											
City, State, Zip	PERRY, FLORIDA 32347											
Contact Name/Phone	LORI ROSS 850 [REDACTED]											

Approved
[Signature] 5/7/2024

APPR	ACCOUNT CLASS (Accounting Code for purchase cards)	PROJ	SUB OBJECT	Date Required 5-14-24	Deliver To	Requested By
				Approving Official/Cost Center Manager N. Perkins		Date 5-7-24

TO BE COMPLETED BY PROCUREMENT STAFF/CARDHOLDERS

Vendor/Address: ALS, Inc. / PACEM Defense 4700 Providence Road Perry, Florida 32347	IG	PO NUMBER	CCR
Contact Name/Telephone/Fax LORI ROSS 850 [REDACTED]	Payment Terms		
Special Authorization KEITH MYERS Digitally signed by KEITH MYERS Date: 2022.04.15 12:54:07 -04'00'	QUOTE SOURCE (check one) <input checked="" type="checkbox"/> Telephone <input type="checkbox"/> Catalog <input type="checkbox"/> Price List <input type="checkbox"/> Internet <input type="checkbox"/> IFB <input type="checkbox"/> RFP <input type="checkbox"/> RFQ No:		
TIN DUNS 078292469	YREGDOC#	RP#	
SUPPLIES ONLY: Excess and rehabilitated sources have been screened and the property is not available from these sources.	CONTRACTING OFFICER		DATE
WARNING! AMMUNITION/WEAPONS/HAZARDOUS MATERIAL FOR PENAL INSTITUTION - DELIVER TO ARMORY/SPECIFIED STAFF ONLY	CARDHOLDER (For Purchase Card acquisitions) K. Myers/		DATE



Q U O T E

NO. 06015178
PAGE: 1

4700 Providence Road
Perry, Florida 32347
Office (850) [REDACTED] Fax [REDACTED]

569650

FBOP FCI MIAMI
[REDACTED]

FBOP FCI MIAMI
ATTN: ARMORY OFFICER ONLY
[REDACTED]

QUOTED	RFQ	SHIP VIA	F.O.B.	TERMS	SLS PREP BY
05/02/24		BEST WAY	SP	NET 30	LAR LSTWA

LINE	QUANTITY	UM	PART NO	PRICE/UNIT	UM	EXTENSION
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CUST ATTENDED LL18-23 ON 06/29/2023

KEITH MYERS
[REDACTED] BOP.GOV
[REDACTED]

00001	10	EA	ALSD429 TACTICAL BLAST STUN GRENADE ATF CONTROLLED EXPIRES: 06/01/24 WANTED: 05/02/24	64.400		644.00
00002	10	EA	ALST471 MAGNUM ULTRA FLASH STUN GRENADE ATF CONTROLLED EXPIRES: 06/01/24 WANTED: 05/02/24	74.050		740.50
00003	15	EA	ALSG274 HANDBALL GRENADE, CS EXPIRES: 06/01/24 WANTED: 05/02/24	38.900		583.50
00004	20	EA	ALSG10160 HORNETS NEST STING GRENADE, .60 CAL. BALLS ATF CONTROLLED EXPIRES: 06/01/24 WANTED: 05/02/24	52.100	EA	1042.00
00005	10	EA	ALSG272 CONTINUOUS DISCHARGE GRENADE, CS EXPIRES: 06/01/24 WANTED: 05/02/24	43.200		432.00
00006	12	EA	ALS5797W-40 40MM LONG RANGE LAUNCHABLE, WHITE SMOKE EXPIRES: 06/01/24 WANTED: 05/02/24	22.300		267.60
00007	12	EA	ALS5727CS-40 40MM LONG RANGE LAUNCHABLE, CS EXPIRES: 06/01/24 WANTED: 05/02/24	24.250		291.00

CONTINUED ON NEXT PAGE



Q U O T E

NO. 06015178
PAGE: 2

4700 Providence Road
Perry, Florida 32347
Office (850) [REDACTED] Fax [REDACTED]

569650

FBOP FCI MIAMI
[REDACTED]

FBOP FCI MIAMI
ATTN: ARMORY OFFICER ONLY
[REDACTED]

QUOTED	RFQ	SHIP VIA	F.O.B.	TERMS	SLS PREP BY	
05/02/24		BEST WAY	SP	NET 30	LAR LSTWA	
LINE	QUANTITY	UM	PART NO	PRICE/UNIT	UM	EXTENSION
00008	12	EA	ALS7727CS-40 40MM SHORT RANGE LAUNCHABLE, CS EXPIRES: 06/01/24 WANTED: 05/02/24	24.400		292.80
00009	6	EA	ALSOC9-STREAM TOP COP OC STREAM BOV, 14OZ MK9 EXPIRES: 06/01/24 WANTED: 05/02/24	45.100		270.60
00010	32	EA	ALSOC31-CONE TOP COP OC CONE, 3.1OZ MK4 EXPIRES: 06/01/24 WANTED: 05/02/24	13.650		436.80
00011	1	LT	FREIGHT FREIGHT EXPIRES: 06/01/24 WANTED: 05/02/24	.000		.00
00012	1	EA	FED EXCISE TAXES FEDERAL EXCISE TAXES EXPIRES: 06/01/24 WANTED: 05/02/24	93.650		93.65
TOTAL:						5094.45

THIS ORDER IS SUBJECT TO THE FOLLOWING LIMITATIONS, RESTRICTIONS, OR ADDITIONS: (1) FREIGHT & PACKAGING CHARGES WILL BE ADDED TO YOUR BILL. (2) IN ACCORDANCE WITH FLORIDA STATE TAX CODES, ORDERS DELIVERED WITHIN THE STATE OF FLORIDA ARE REQUIRED TO BE ASSESSED STATE AND LOCAL SALES TAX. (3) A FEDERAL EXCISE TAX EXEMPTION CERTIFICATE MUST ACCOMPANY ALL ORDERS. WHEN APPLICABLE, ORDERS PLACED WITHOUT FET EXEMPTION CERTIFICATES WILL BE CHARGED FEDERAL EXCISE TAX AT 11%. (4) EXPORT OF THE COMMODITIES DESCRIBED HEREIN IS STRICTLY PROHIBITED WITHOUT A VALID EXPORT LICENSE ISSUED BY THE U.S. GOVERNMENT DEPARTMENT WITH GOVERNING JURISDICTION (STATE DEPARTMENT OR COMMERCE DEPARTMENT). (5) RETURNS ARE ACCEPTED AT ALS' DISCRETION

CONTINUED ON NEXT PAGE



Q U O T E

NO. 06015178
PAGE: 3

4700 Providence Road
Perry, Florida 32347
Office (850) [REDACTED] Fax [REDACTED]

569650

FBOP FCI MIAMI
[REDACTED]

FBOP FCI MIAMI
ATTN: ARMORY OFFICER ONLY
[REDACTED]

QUOTED	RFQ	SHIP VIA	F.O.B.	TERMS	SLS PREP BY
05/02/24		BEST WAY	SP	NET 30	LAR LSTEWA

LINE	QUANTITY	UM	PART NO	PRICE/UNIT	UM	EXTENSION
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AND ARE SUBJECT TO A 20% RESTOCKING FEE AND RETURN FREIGHT CHARGES. (6) ANY ALS LABELED PRODUCT FOUND TO BE DEFECTIVE IN WORKMANSHIP, MATERIALS OR PERFORMANCE WITHIN 5 YEARS OF PURCHASE (WITHIN 2 YEARS OF PURCHASE FOR THE TOP COP AEROSOL PRODUCT LINE, 37 & 40MM LAUNCHERS, AND 2 YEARS OR 250 THROWS FOR THE TRMR-LE) WILL BE REPAIRED OR REPLACED AT THE DISCRETION OF ALS. ANY NON ALS LABELED PRODUCT WILL BE WARRANTIED AS PER THE OEM MANUFACTURER GUIDELINES.THE COMPANY RESERVES THE RIGHT TO REFUND ALL OR A PORTION OF THE PURCHASE PRICE IN LIEU OF REPAIRING OR REPLACING THE ITEM. LIMITATIONS & EXCLUSIONS APPLY.

BY SIGNING THIS DOCUMENT, I CONFIRM THAT ALL INFORMATION CONTAINED HEREIN HAS BEEN REVIEWED FOR ACCURACY. I FURTHER AFFIRM THAT I AM AUTHORIZED TO EXECUTE BINDING ORDERS ON BEHALF OF THE ORGANIZATION NAMED ON THIS DOCUMENT.

PRINT NAME

SIGNATURE

DATE