AMEN	IDMENT OF SOLIC	ITATION/I	MODIFICATION C	F CONTRACT	1.	J	DDE	PAGE 1 OF 11
2. AMENDMEN P00002	NT/MODIFICATION NO.		3. EFFECTIVE DATE See Blk. 16C	4. REQUISITION/PURC See Block 14	HASE	REQ. NO.	5. PROJECT	Γ NO. (If applicable)
6. ISSUED BY	,	CODE	SPE3S1	7. ADMINISTERED BY (If oth	er thai	n Item 6)	CODE	SPE3S1
700 ROBBINS A PHILADELPHIA USA Initiator: Russe	ESUPPLY CHAIN AVENUE A PA 19111-5096	L Email: Russell.J.M	anuel@dla.mil	DLA TROOP SUPPO SUBSISTENCE SUPI 700 ROBBINS AVENI PHILADELPHIA PA	PLY (UE		•	
8. NAME AND	ADDRESS OF CONTRACTO	R (No., street, co	ounty, State and ZIP Code)		(X)	9A. AMENDMEN	T OF SOLICITA	ATION NO.
DBA AMERIO 225 W MORO	GROUP, LLC QUAL PACKAGING GAN AVE STE C E IN 47710-2515			_	x	9B. DATED (SEI 10A. MODIFICAT SPE3S1-2 10B. DATED (SE	TION OF CONT 2-D-Z145	RACT/ORDER NO.
CODE 08KA	0	FACI	LITY CODE				2021 NOV (02
	11.	THIS ITEM C	NLY APPLIES TO AI	MENDMENTS OF SOI	LICI	TATIONS		
(a) By completing or (c) By separa PLACE DESIGN amendment you	inowledge receipt of this amening Items 8 and 15, and returning the letter or telegram which inclusive For THE RECEIPT OF Idesire to change an offer alread is received prior to the opening the street of the street of the opening the street of the street of the opening the street of the str	des a reference to OFFERS PRIOR	_ copies of the amendment; to the solicitation and amendm TO THE HOUR AND DATE th change may be made by te	; (b) By acknowledging receip nent numbers. FAILURE OF Y SPECIFIED MAY RESULT IN	ot of the	is amendment on ACKNOWLEDGMI	each copy of the ENT TO BE REC OFFER. If by v	CEIVED AT THE irtue of this
12. ACCOUN	TING AND APPROPRIATION	· , ,	,					
		IT MODIFIES	THE CONTRACT/OF	DDIFICATIONS OF CO RDER NO. AS DESCR	RIBE	D IN ITEM 14.		
CHECK ONE	A. THIS CHANGE ORDER IS IN ITEM 10A.	S ISSUED PURS	UANT TO: (Specify authority) THE CHANGES SET FOR	TH IN	ITEM 14 ARE MA	DE IN THE CC	NTRACT ORDER NO.
		EM 14, PURSUAN	IT TO THE AUTHORITY OF F	AR 43.103 (b).	ANGE	S (such as change	s in paying office	, appropriation
Х	C. THIS SUPPLEMENTAL A FAR 52.245-2 Governme	ent Property		T TO AUTHORITY OF:				
	D. OTHER (Specify type of r	nodification and a	authority)					
	ANT: Contractor is		s required to sign this	-	tracts		es to the issu	uing office.
See Cont	tinuation Sheet							a and affect
	ided herein, all terms and cond D TITLE OF SIGNER <i>(Type of</i>		ument referenced in Item 9A	or 10A, as neretorore chang 16A. NAME AND TITLE OF				
	())	- ,		Russell Manuel			,	
15B. CONTRAC	CTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF Russell Manua		RICA		16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE3S1-22-D-Z145 / P00002	PAGE 2 OF 11 PAGES
I. The following applies to	contract SPE3S1-22-D-Z145:	
	the subject contract remain the same except for the following:	
	CONTIN	IUED ON NEXT PAGE

CONTINUATION SHEE	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE3S1-22-D-Z145 / P00002	PAGE 3 OF 11 PAGES
SECTION C - SPECIFICA	TIONS/SOW/SOO/ORD	
Government through its operational component	ade and entered into this day of 2022, by and bet agency, the Defense Logistics Agency Troop Support Philadelph of the Defense Logistics Agency (DLA), by its authorized agent, the referred to as the "Government") and AmeriQual Packaging (h	iia (DLA Troop Support), an he Procurement Contracting
WITNESSETH THAT,		
1 The Governmen	t and the Contractor hereby agree to the following terms and con-	ditions hereinafter set forth

ASSETS.

This agreement authorizes the Contractor to take possession of and retain on the premises described below (the approved premises) the Multivac R530 Horizontal Form Fill and Seal Machines, serial number 635 (the equipment or the property) for the period specified in paragraph 9 below. The approved premises shall be the Contractor's plant located at: AmeriQual Packaging, 225 West Morgan Avenue, Evansville, IN 47710.

INSTALLATION:

If installation is needed, the Contractor shall be responsible for all costs to install the equipment and prepare for its operation.

- 4. Upon commencement of the term of this agreement, the Contractor shall retain possession of the equipment "as is" without warranty, express or implied, on the part of the Government as to condition or fitness for any purpose. Accountability of the property shall be established by execution of this agreement. Spares support of the machinery shall be in accordance with Paragraph 7 of this agreement.
- 5. USAGE.
 - a. Government Use. Approval for the use of the equipment on Government contracts will be freely granted, but the Procurement Contracting Officer (PCO) must authorize such use in any supply contract on which the equipment will be used (See FAR 45.402). Unless the use of the equipment is authorized by a clause in the supply contract, the contractor desiring to use the equipment must request written authorization by the contracting officer cognizant of the equipment (the equipment contracting officer). If authorization is granted, it will be implemented by a modification to the supply contract.

b. Commercial Use Up To 25%.

for the use of the personal property listed in paragraph 2 hereof.

Commercial use is also encouraged and is hereby authorized, but for a total period of use not to exceed thirteen weeks (25%) of the contractor's normal work schedule in any fiscal year (See FAR 45.301). That is, for a contractor running five eight-hour shifts per week, the use here authorized should not exceed sixty-five eight-hour shifts in a fiscal year (Any portion of a shift shall be counted as a whole shift for the purpose of calculating this limitation. A fiscal year is 365 days from the inception of the agreement, including day one (or 366 days if the fiscal year includes a February 29th). The contractor shall keep an accurate record of all use. Any questions about the computation of the 25%

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limitation should be directed to the equipment Contracting Officer either before the commencement of this agreement or as soon as possible thereafter.

c. Commercial Use Exceeding 25%.

DLA Troop Support has been delegated the approval for commercial use. DLA Troop Support must approve commercial use exceeding 25% of the time available for use, as determined in accordance with FAR 45.301. A contractor desiring to exceed that limit should therefore request from the PCO permission to do so, and such requests should comply with the requirements of FAR 45.301, should specify the duration of use exceeding 25% requested and should be submitted at least six weeks before the projected use.

RESTRICTIONS.

- a. The property shall be restricted to the limitations of the applicable Multivac R530 Technical Manuals and applicable FDA and USDA regulations.
- b. Qualified operators and technicians shall be the only persons permitted to operate or make repairs on this property.
- c. The Contractor is not authorized to effect any nonstandard modifications to the property without the written consent of the Contracting Officer.

SPARES AND SUPPORT EQUIPMENT.

The contract by which the Government purchased this property includes spare parts to maintain this property. In the event a manufacturer furnished spare part is either damaged or consumed during this agreement; the Contractor shall repair or replace that item at no cost to the Government. Attachment 1 lists the parts furnished by the Government or the equipment manufacturer and delivered to the contractor. The Contractor shall provide a list of all spare parts being returned to the Government upon the return of such property.

RIGHT OF PREEMPTIVE USE.

The equipment's primary purpose is to augment the surge capacity available to the Government. Since the government expects to authorize use of the equipment for commercial contracts, the Government reserves the right to preempt such use whenever, in the judgment of the Contracting Officer, exigent circumstances require that the equipment be reserved solely for Government contracts. In such instances, the Contracting Officer will provide two weeks written notice to the Contractor that the Government is exercising its right of preemptive use. At the end of that two-week period, use of the equipment for commercial contracts shall cease and it may be used only as directed by the Contracting Officer. The Contractor should consider this right of preemptive use and must provide for it in any commercial contract for which it intends to use the equipment. A shared production agreement or some similar arrangement is recommended.

PERIOD OF AGREEMENT.

This agreement shall be for a term of one year from its effective date, which shall be the date the Contractor's offer (this document signed by the Contractor) is executed by the PCO, which shall be not more than 30 days after the offer is submitted to the Government. The agreement shall be terminable at any time during the year by either party giving to the other two weeks (fourteen calendar days) written notice of termination. The notice period will begin when it is received; day one will be the day after receipt; and the agreement will expire at the end of the fourteenth calendar day after receipt. In the absence of such notice, the agreement

shall renew for an additional period of one year, and so on from year to year, until either party shall give the other two weeks written notice of termination. This agreement constitutes general authorization for the contractor to have possession of the equipment on the approved premises. Authorization for use must be specifically requested and granted as provided in paragraph 5, Usage, above, except to the extent authorization is specifically granted in that paragraph.

10. RENTAL CHARGES.

a. The Contractor shall pay the Government a rental fee (rent) based on the use of the equipment in any non-government work. The usage fee shall be \$195.00 for any 8-hour shift or part thereof, or \$243.75 for any 10-hour shift or part thereof. The rental fee shall be calculated as follows:

Monthly Rent: Number of 8 hour shifts X \$195.00 = Rental Fee. Number of 10 hour shifts X \$243.75 = Rental Fee.

- b. The Contractor shall be responsible for maintaining usage records and providing such records, which are certified by the resident USDA Inspector or designated DCMC official, to the PCO (Attn: Russell J. Manuel) with a statement describing the rental fee due, and a certified check in accordance with Paragraph 10 f. This documentation and payment shall be provided to the Government on or before the 10th day after each calendar month. For any month in which the contractor has no nongovernment use, the contractor shall forward a statement of non-usage no later than the 10th day after each such month.
- c. This rental assessment does not limit the Government's right to reassess a higher rental fee if subsequent information demonstrates that a higher rental fee was due in accordance with calculation in Paragraph 10.a.
- d. The rental accrued at the expiration, termination or revocation of this agreement, shall be paid to the Government on or before the 10th day thereafter.
- e. Failure of the Contractor to provide the information required by paragraph b, above, to the PCO (Attn: Russell J. Manuel) by the 10th of each succeeding month shall result in a rental charge for the month not reported on, of \$3,750.00, which equals 1% of the purchase price.
- f. Payment of rent for the equipment and spare parts will be made by check in the following manner:
 - (i). For the Multivac R530 use cost under paragraph 5 above submit to:

THRU DLA Troop Support (FTRC)

700 Robbins Avenue, Building 6B, Attn: Mr. Russell J. Manuel Philadelphia, PA 19111-5092

TO DFAS Columbus Center

Gulf Coast C&A Division

P.O. Box 182231

Columbus, OH 43218-2231

(ii). Payment shall be annotated to indicate the Agreement Number (contract & modification number). The payment should indicate any offsets authorized in the agreement.

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11. VALUE OF THE PROPERTY.

In the event of loss of the Multivac R530, the indemnification value to the U.S. Government shall be \$375,000.00.

12. MAINTENANCE OF GOVERNMENT PROPERTY.

The Contractor shall maintain the property in accordance with the appropriate Multivac Technical Manuals. The Contractor shall not cause any loss of coverage under the manufacturer's warranty. Should coverage under the warranty be lost, the Contractor shall be responsible for replacing any part that would be otherwise covered under the warranty. If replacement of a Multivac R530 component is required to maintain the Multivac R530 in usable condition, the warranty provisions from the manufacturer will be used to effect replacement. In the event that the warranty has expired or does not cover the damaged part and the damage is not caused by the negligence of the Contractor or his agents or employees, the Contractor is authorized to purchase the required part and deduct the amount of that part from the above monthly rate once the part has been delivered. If there are no commercial charges for that month, the Contractor shall carry over the amount until there is a month that has commercial charges. The replacement cost may be used as a credit only to offset rental costs. In no case will the spare part replacement be reimbursable. The Government will not provide replacement components. The determination as to the cause of the part's damage or failure is the responsibility of the Contracting Officer or designee.

13. CONDITIONS FOR RETURN OF MULTIVAC R530 TO THE U.S. GOVERNMENT.

Any repair or maintenance work required to be performed before returning property to the Government is a contractor's cost. The equipment shall be inspected by a Government representative designated by the Contracting Officer and returned to the U.S. Government via DD Form 1149.

- 14. The Contractor will provide operators, additional parts and maintenance at no cost to the Government.
- 15. The Contractor, at his own expense, shall store and maintain the equipment in good condition and repair and make all necessary replacement of components and parts during the term of the agreement. The Contractor shall furnish all lubricants, maintenance and shop usage items. The Contractor shall assume all charges for the use or maintenance of this equipment during the term of this agreement. Maintenance shall be in accordance with good manufacturing practices and paragraph 18. Contractor shall, during the term of this agreement, make no changes or alterations in the equipment, except with written consent of the Contracting Officer.
- 16. The Contractor shall not mortgage, pledge, assign, transfer, sublet or part with possession of the equipment in any manner to any third party either directly or indirectly, except that this provision shall not preclude the Contractor from permitting the use of the equipment by a third party with the prior written approval of the Contracting Office, and the Contractor shall not do or suffer anything whereby any of the equipment shall or may be encumbered, seized, taken in execution, attached, destroyed or injured.
- 17. After taking possession as provided in clause 4, the Contractor shall be solely responsible for the equipment until it is returned to the Government as provided for in this agreement. The equipment shall be returned in as good a condition as when received, reasonable wear and tear excepted. If the Contractor fails to return the equipment, the Contractor shall pay to the government the amount specified in paragraph 11 above, as the value of the equipment less the amount determined by the Contracting Officer to represent reasonable wear and tear for the period during which the equipment was usable. If the Contractor returns the equipment in other than as good a condition as when received, reasonable wear and tear excepted, the Contractor shall pay to the government the amount specified in paragraph 11 as the value of the equipment less both the

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amount determined by the Contracting Officer to represent reasonable wear and tear for the period during which the equipment was usable and the scrap value of the equipment.

- 18. The Contractor shall take all steps necessary to protect the interests of the Government in the equipment, and the Contracting Officer may require the Contractor, at its own expense, to take reasonable measures, including but not limited to the procurement of insurance as may be necessary to protect such interest.
- 19. On or before the last day of the term of this agreement or, in the event of earlier termination, as soon after termination as possible, the Contractor shall return the equipment to the location designated by the Contracting Officer. The Contractor shall be responsible and pay for all costs, including packaging, handling and transportation charges, to deliver the equipment to the designated location, except that the Contractor's responsibility for return transportation charges shall not exceed the amount required to return the property to DLA Troop Support, Philadelphia, PA. In the event the Government incurs any packaging, handling or transportation costs in the return of the property, the Contractor shall promptly reimburse the Government upon presentation of a statement thereof. In the event a return location is not provided by the Contracting Officer before the completion or revocation of this agreement, the Contractor agrees to continue to store, maintain, prepare for shipment and assume full responsibility and liability for the property, at no cost to the Government, for a period up to 60 days after expiration or revocation of this agreement.
- 20. The property is provided without operators. Any operators deemed incompetent by the Contracting Officer shall be barred from using the equipment.
- 21. In addition to the requirements set forth in any other part of this Agreement, the Contractor shall submit reports and records as required by FAR 52.245-2 Government Property (Fixed Price Contracts). These records shall be submitted in duplicate to the Administrative Contracting Officer (ACO) or his/her designee. The ACO shall provide a copy to Tiendung Nguyen, DLA Troop Support, Philadelphia, Attn: DLA Troop Support -FTRC, 700 Robbins Avenue, Building 6B, Philadelphia, PA 19111-5092.
- 22. Upon request of the Contractor, the Contracting Officer shall furnish without charge, copies of drawings, specifications, or instructions as the Contractor may require for the operation of repair of the equipment and as, in the discretion of the Contracting Officer, may be reasonably available.
- 23. INDEMNIFICATION.

The Contractor shall indemnify and hold the Government harmless against claims (including reasonable expenses of litigation and/or settlement) for damages to the equipment of the Contractor or claims by third persons (including officers, agents, servants or employees of the Contractor) for death, personal injury, loss of or damage to equipment arising from Contractor's authorized or unauthorized use of the equipment and occurring during the term of the agreement. The Contractor shall assume all risk of loss, damage or destruction to the equipment. Nothing contained in this paragraph shall be deemed to affect liability of the government to its own employees. In the event of a claim or notice of legal action arising under this agreement, the party (Government or Contractor) first receiving notice of the action shall notify the other as soon as possible after receipt of said claim or notice.

- 24. At all times, the Contracting Officer (or authorized designee) shall have access to the job site whereon any of the equipment is situated for the purposes of inspecting or inventorying the same, or for the purpose of removing the same in the event of the termination of the agreement.
- 25. CONTROL AND MAINTENANCE OF GOVERNMENT PROPERTY.

The contractor shall be solely responsible for the storage and maintenance of the equipment at no cost to the

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Government. The provisions of Subpart 45.5 of the Federal Acquisition Regulations (FAR) and the DOD FAR Supplement that set forth requirements for establishing and maintaining control over Government equipment are incorporated by reference and made part hereof.

ADJUSTMENT OF RENTALS - STATE OR LOCAL TAXATION.

Except as may be otherwise provided, the rental rates established in this agreement do not include any State or local tax on the equipment herein. If and to the extent that the State and local government hereinafter make such equipment taxable by Act of Congress, then in such event the agreement shall be renegotiated.

27. Except as otherwise specified in this agreement, all notices to either of the parties to this agreement shall be sufficient if mailed in a sealed postpaid envelope addressed as follows:

To the Contractor AmeriQual Group LLC

225 West Morgan Avenue

Evansville, IN 47710

To the Government TO Mr. Tiendung Nguyen

DLA Troop Support Philadelphia Attn: Operational Rations-FTRC 700 Robbins Avenue, Building 6B Philadelphia, PA 19111-5092

28. DEFINITIONS.

As used throughout this agreement, the following terms shall have the meanings set forth below.

- a. The term "Contracting Officer" means the person executing this agreement on behalf of the Government, and any other officer or civilian employee who is properly designated Contracting Officer, and the term includes, except as otherwise provided, the authorized representative of the Contracting Officer acting within the limits of his authority.
- b. The term "Administrative Contracting Officer" refers to the Contracting Officer who is responsible for administering this agreement.

29. PURPOSE.

The specific purpose of this agreement is to provide the Defense Logistics Agency / DLA Troop Support, Philadelphia with surge capability in the event of a contingency, and for the Contractor to develop a commercial business base thereby reducing the Contractor's dependency on the Government, which would strengthen the retort pouch industrial base and reducing costs in the Government.

UNAUTHORIZED TO COMMIT U.S. GOVERNMENT.

The Contractor is not authorized to commit the U.S. Government to any transactions. Requests for sale of defense articles will be subject to established review procedures and applicable statutes and regulations.

31. APPROVAL.

This agreement shall be subject to the written approval of the Director of Contracting or his duly authorized

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SECTI	ON C - SPECIFICATIO	NS/SOW/SOO/ORD (CO	NTINUED)	
	representative and s	shall not be binding unti	il approved.	
32.	ALTERATIONS.			
	The following chang	es were made in this a	greement before the parties signed it h	ereto:
		NONE	E	
	IN WITNESS WHEF above written.	REOF, the parties heret	o have executed this Agreement as of	this day and year first
	UNITED STATES O	F AMERICA	AmeriQual Packaging	
BY			BY	

ATTACHMENT 1

MULTIVAC R530 PARTS LIST

TITLE:

Spare parts accompanying the Multivac machine:

One (1) sealbar

One (1) set of calrod heaters for the sealbar

One (1) sealing die gasket

CONTRACTING OFFICER

One (1) set of sealbar activating membranes
One (1) small parts kit of items as detailed below

Contents of the Multivac spare parts kit with each machine

QUANTITY	DESCRIPTION	DIMENSION	PART NUMBER	STOCK NUMBER
02 10 05 10 10 05 20 20	O-RING O-RING O-RING O-RING O-RING O-RING O-RING O-RING O-RING	ID12X2 ID26X2MM ID28X2 ID40X2 ID58X2MM ID70X2MM ID10X3MM ID14X3MM ID22X3	78.301.0122.00 78.301.0262.00 78.301.0182.00 78.301.0402.00 78.301.0582.00 78.301.0702.00 78.301.0103.00 78.301.0143.00 78.301.0223.00	880328 886811 880412 883688 886810 886591 883117 883929 886600
20 20 20 10	O-RING O-RING O-RING	ID30X3 ID44X3MM ID55X3	78.301.0303.00 78.301.0443.00 78.301.0553.00	883468 886631 880415

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02	O-RING	ID75X2.5	78.301.0752.00	886618
02	O-RING	ID95X2.5MM	78.301.0952.50	886611
10	K-RING	D24/14X8MM	78.310.0142.40	886809
10	SHAFT SEAL	55/45X7MM	78.310.0455.50	886808
06	K-RING	40.9/50.9/3.5	80.209.4010.00	880320
06	K-RING	40MM OD	80.209.4010.10	884177
02	K-RING	60MM OD	80.209.4010.30	883410
02	SPRING	D39.8 L61	19.781.3840.00	880321
02	SPRING	D49.5X90X4.25	19.781.4249.00	886534
02	TENSION SPRING	AD24.8 L150	19.784.4024.10	880153
01	KITGASKET SET	SPG/92154 FOR	80.209.4082.18	886901
01	KITGASKET SET	FOR 80203305102	80.209.4082.19	886902
02	BRAKE PIN	D20X12MM	11.531.8410.01	886481
02	PISTON CUP D39X23	S/P 16513/39	80.275.1113.09	883072
01	TOOTHED BELT	W21 L520	79.632.2104.00	887532
01	AIR ROLLER VALVE	SPG/92485 1/8"	80.255.2112.21	885639
01	KITGASKET SET	F/AIR SWITCH	80.260.4780.32	886716
01	WABCO VALVE 24 VT	STANDARD TYPE	80.260.4805.00	883670
01	RELAY	(SOLID STATE)	85.631.5126.00	888503
01	TOOTHED BELT	16X375 AT5	79.633.2075.41	886543
01	TOOTHED BELT	16X660 AT5	79.633.2132.41	886545
01	PRESSURE SWITCH	W/1.5M CABLE	11.486.1105.03	886270
01	TOOTHED BELT	11X545MM	79.633.2109.11	886547

ATTACHMENT 1

QUANTITY	DESCRIPTION	DIMENSION	PART NUMBER	STOCK NUMBER
02	PROXIMITY SWITCH	NT5 30VDC R530	85.463.1025.13	886846
02	PROXIMITY SWITCH	QM/134/2M F.CYL	85.463.1012.00	887062
01	PROXIMITY SWITCH	NI10-G19-AP9	85.463.1015.50	882285
10	G-CARTRIDGE FUSE	M 0.2A C 250V	85.411.1100.38	884812
10	FUSE	2 AMP 250V	85.411.1100.48	880145
10	FUSE	6.3 AMP 250V	85.411.1100.53	881746
02	RELAY (SCHRACK)	24VDC STANDARD	85.631.5125.10	880621
01	RELAY (KACO) 24V	RB51002L703	85.631.5125.50	884843
01	RELAY (KACO)	RD19420L701	85.631.5125.51	886140
20	FORMING GASKET	3.2MM SILICONE	81.861.1210.32	880302
01	TOOTHED BELT Z50	50X1000 AT20	79.633.3050.61	886655
01	TOOTHED BELT	16X780 AT5 Z156	79.633.2156.41	887560
01	TOOTHED BELT	AT5 16X750	79.633.2150.41	887848

SECTION J - LIST OF ATTACHMENTS

List of Attachments

Description	File Name
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Description	File Name
ATTACH_AmeriQual_Sign	AmeriQual Signature-
ature	P00002.pdf
ATTACH_Signed_Goverm	Governmental Rental
ental_Rental_Agreements	Agreement-GFE Multivac
	530 Serial 635-AmeriQual-
	Z145-Signed.pdf