

**IMMIGRATION REFORM AND CONTROL ACT;
OFFICE OF FOREIGN ASSET CONTROL; ANTI-BRIBERY; FRAUD**

Immigration Reform and Control Act: Subcontractor agrees at all times to remain in strict compliance with all terms and provisions, regulations and rulings relative to the Immigration Reform and Control Act of 1986 (“**IRCA**”), as amended from time to time. Subcontractor shall verify the identity and eligibility for work within the United States of all employees of Subcontractor assigned to the Property. Within three (3) days of receipt of a written request from BluSky, Subcontractor shall provide BluSky with copies of the I-9 form or such other documentation as may be appropriate to satisfy BluSky as to Subcontractor’s compliance with IRCA.

OFAC Compliance and Certification: Subcontractor represents and certifies that neither Subcontractor, nor any partner or member of Subcontractor, nor any owner of a direct or indirect interest in Subcontractor (i) is listed on any Government Lists (defined below), (ii) is a person who has been determined by competent authority to be subject to the prohibitions contained in Presidential Executive Orders No. 13224 (Sept. 23, 2001) or any other similar prohibitions contained in the rules and regulations of OFAC (defined below) or in any enabling legislation or other Presidential Executive Order in respect thereof, (iii) has been previously indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any Patriot Act Offense (defined below), or (iv) is currently under investigation by any governmental authority for alleged criminal activity. For the purposes hereof, “Government Lists” means (i) the Specially Designated Nationals and Blocked Persons Lists maintained by Office of Foreign Asset Control (“**OFAC**”), (ii) any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC, or (iii) similar lists maintained by the U.S. Department of State, the U.S. Department of Commerce or any other governmental authority. For the purposes hereof, “Patriot Act Offense” means any violation of the Patriot Act or of the criminal laws of the U.S.A. or any of the several states relating to terrorism of the laundering of monetary instruments, including the Bank Secrecy Act and the Money Laundering Control Act of 1986. To the fullest extent permitted by law, Subcontractor agrees to defend, indemnify and hold harmless BluSky and its customer from and against any and all claims, damages, losses, risks, liability and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification. The provisions of this Section shall survive the completion of Subcontractor’s Work under this Agreement and the expiration or termination of this Agreement.

Code of Conduct; Anti-Bribery and Corruption Policy: In consideration of BluSky contracting for the provision of the services with Subcontractor as set forth in this Subcontract Agreement, Subcontractor hereby acknowledges, certifies, warrants and undertakes to BluSky that:

- A. it has not offered, promised, given or agreed to give and shall not during the term of this Agreement offer, promise, give or agree to give to any person or entity any bribe on behalf of BluSky or otherwise with the object of obtaining a business advantage for BluSky or otherwise;
- B. it will not engage in any activity or practice which would constitute an offense under any applicable anti-bribery and/or anti-corruption laws, including but not limited to the United States Foreign Corrupt Practices Act of 1977;
- C. it has, and will maintain in place, its own policies and procedures to ensure compliance with any applicable anti-corruption laws;
- D. it will ensure that any person who performs or has performed services for or on its behalf in connection with this Agreement complies with the terms and conditions set forth in this Section;
- E. it has, and will maintain in place, effective accounting procedures and internal controls necessary to record all expenditures in connection with this Agreement, which enable Subcontractor and BluSky to readily identify BluSky's financial and related records in connection with this Agreement;
- F. from time to time during the term of this Agreement, at the reasonable request of BluSky, Subcontractor will confirm in writing that it has complied with its undertakings under this Section;
- G. it shall notify BluSky as soon as practicable of any breach of any of the undertakings contained in this Section; and
- H. it shall explicitly include the obligations in this Section in any subcontracts or agreements formed between Subcontractor and any of its subcontractors or subconsultants to the extent that those subcontracts or agreements relate to fulfillment of Subcontractor's obligations to BluSky under this Agreement.