U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE  11/27/2011
LEASE NO.  GS-04B-62055

THIS LEASE, made and entered into this date by and between MAYFAIR PROFESSIONAL CENTER, LLC
whose address is 307 Franklin Street
Huntsville, AL 35801-4208

and whose interest in the property hereinafter described is that of OWNER, hereinafter called the Lessor,

and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 14,119 rentable square feet (RSF) of office and related space, which yields 12,225 ANSI/BOMA Office Area square feet (ABOSF) of space located on the 3rd floor at the Mayfair Professional Center, 4700 Whitesburg Drive, Huntsville, (Madison County) Alabama 35802-1685, including 30 on-site reserved parking spaces.

2. TERM:

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on July 1, 2012 through June 30, 2027, subject to termination and renewal rights as may be hereinafter set forth. The commencement date of this lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Supplemental Lease Agreement upon substantial completion and acceptance of the space by the Government.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE

NAME OF SIGNER: PETER L. LOWE

IN PRESENCE OF

SIGNATURE

NAME OF SIGNER

UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER: ROBERT E. SCOTT

CONTRACTING OFFICER

STANDARD FORM 2 (REV. 6/2003)
Prescribed by GSA – FPR (41 CFR) 1–16001
3. RENTAL RATES:
   A. The Government shall pay the Lessor annual rent for the entire term, monthly, in arrears, as follows.

<table>
<thead>
<tr>
<th>TERM</th>
<th>ANNUAL RENT</th>
<th>Shell per RSF</th>
<th>OP per RSF</th>
<th>TI per RSF</th>
<th>PRSF RATE</th>
<th>ABOASF RATE</th>
<th>MONTHLY RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2012 - 06/30/2017</td>
<td>$383,048.00</td>
<td>$15.93</td>
<td>$6.31</td>
<td>$4.89</td>
<td>$27.13</td>
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<td>07/01/2022 - 06/30/2027</td>
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<td>$0.00</td>
<td>$28.07</td>
<td>$32.42</td>
<td>$33,026.69</td>
</tr>
</tbody>
</table>

The rate per rentable square foot (PRSF) is determined by dividing the total annual rental by the rentable square footage set forth in Paragraph 1. The rate per ANSI/IBOMA office area square foot (ABOASF) is determined by dividing the total annual rental by the ABOASF set forth in Paragraph 1.

Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

MAYFAIR PROFESSIONAL CENTER, LLC
307 Franklin Street
Huntsville, AL 35801

4. TERMINATION NOTICE:
   The Government may terminate this lease in whole or in part at any time on or after 06/30/2022, by giving the Lessor at least ninety (90) days notice in writing. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. RENEWAL OPTION:
   This lease may be renewed at the option of the Government, for the following terms and at the following rentals: provided notice be given in writing to the Lessor at least ___ days before the end of the original lease term or any renewal term; all other terms and conditions of the lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.

   Paragraph 5 is hereby deleted in its entirety.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

   (a) Those tenant improvements, facilities, services, supplies, utilities, and maintenance in accordance with Solicitation for Offers No. OAL2012 dated 8/30/2010, as amended by Amendments No. 1, 2 & 3.

   (b) All labor, materials, equipment, design, professional fees, permit fees, inspection fees, utilities, construction drawings (including, without limitation, plans and specifications), construction costs and services and all other similar costs and expenses associated with making the space, common areas and related facilities ready for occupancy in accordance with the requirements of this lease stated in the Solicitation for Offers No. OAL2012 and the design intent drawings.

   (c) Buildout in accordance with Solicitation for Offers No. OAL2012. In conjunction with the Government, the Lessor shall commit to a three to four day Design Intent Drawing (DID) conference tentatively scheduled for the week of October 24, 2011 at the office of Lessor’s Architect. All tenant alterations to be completed within one hundred twenty (120) working days from receipt of notice to proceed to construct tenant improvements, which include a written scope of work and finish schedules. Lease term to be effective on date of occupancy, and established by SLA.

   (d) Deviations to the approved space layouts furnished by GSA to the Lessor subsequent to award will not be permitted unless prior written authorization is obtained from the GSA Contracting Officer.

   (e) Thirty (30) on-site, reserved parking spaces will be provided in accordance with this lease at no extra cost to the Government.

7. ATTACHMENTS:
   The following are attached and made a part hereof:

   (a) Continuation Pages to Lease GS-048-62055
   (b) Solicitation for Offers OAL2012; Amendments No. 1, 2 & 3
   (c) Special Requirements, Huntsville, AL
   (d) GSA Form 3518 entitled Representations and Certification, (REV 06/08)
   (e) GSA Form 3517B entitled General Clauses, (REV 1/07)
   (f) Floor Plan, titled Third Floor – Mayfair Professional Center
8. In accordance with Paragraph 1.12 (Building Shell Requirements) of SFO No. 0AL2012, the shell rate is established as $15.93 per RSF or $18.39 per ABOASF for years 1-5, $224,844.69 per annum; the shell rate is established as $16.48 per RSF or $19.03 per ABOASF for years 6-10, $232,610.61; and the shell rate is established as $21.76 per RSF or $25.13 per ABOASF for years 11-15, $307,220.33.

9. Pursuant to Paragraph 3.2, "Tenant Improvements Included in Offer", the maximum Tenant Improvement Allowance shall be $495,968.00 ($40.57 / ABOASF) amortized over 120 months at 7%, payable monthly at the rate of $5,758.61 ABOASF or $69,103.31 annually and is included in the annual rent payment identified in Paragraph 3 of this lease.

10. Pursuant to Paragraph 3.3, "Tenant Improvements Rental Adjustment", the Government, at its sole discretion, shall make all decisions as to the usage and payment for said Tenant Improvement Allowance. If the T/I cost exceeds $495,968.00, the balance due the Lessor will be paid by rental adjustment, or lump sum, to be determined by the Government. If the entire T/I of $40.57 / ABOASF or $495,968.00 is not used, the Government will adjust the rental rate downward to offset the difference in the tenant improvement. The Lessor understands, in lieu of Cost and Pricing Data, each of his sub-contractors shall solicit three (3) bids for work completed as a part of the initial tenant alterations, e.g., for electrical, plumbing, etc. The lowest responsive bid will be accepted.

11. In accordance with Paragraph 4.1 (Measurement of Space) of SFO No. 0AL2012, the common area factor (CAF) is established as 1.15, based on 14,119 RSF and 12,225 ABOASF.

12. In accordance with Paragraph 4.2 (Tax Adjustment) of SFO No. 0AL2012, the percentage of Government occupancy is established as 26.37% (based on total building area of 53,536 RSF and the Government's occupancy of approximately 14,119 RSF). Percentage of occupancy is subject to revision based on actual measurement of Government occupied space at time of final inspection, not to exceed the maximum ABOASF stated in the SFO, and in accordance with GSA Form 3517B, GENERAL CLAUSES.

13. In accordance with Paragraph 4.3 (Operating Costs) of SFO No. 0AL2012, the escalation base is established as $6.31 per RSF ($7.29 per ABOASF), $89,100.00 per annum.

14. In accordance with Paragraph 4.4 (Adjustment for Vacant Premises) of SFO No. 0AL2012, the rental rate reduction is established as $2.88 per RSF ($3.33 per ABOASF).

15. In accordance with Paragraph 4.5 (Normal Hours) of SFO No. 0AL2012, in general, the space shall operate on full occupied cycle for 10 hours a day (7:00 AM to 5:00 PM) Mondays through Fridays, which is included in the rental rate. Twenty-four (24) hour access to the space and an elevator shall be available 7 days a week, 365 days per year.

16. In accordance with Paragraph 4.6, (Overtime Usage) of SFO No. 0AL2012, the rate for overtime usage is established as $30.00 per hour for HVAC usage beyond the Normal Hours.

17. Cleaning services requiring access to the Government's leased space shall be performed during the operating hours of 8:30 AM and 4:30 PM, per the special requirements.

18. This lease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, expressed or implied, shall be admissible to contradict the provisions of this lease. Wherever there is a conflict between the SF-2 and the SFO No. 0AL2012, the SF-2 shall take precedence. The SF-2 takes precedence over all other documents attached, followed by the Special Requirements of the then the SFO and its amendments, followed by the GSA Form documents.
Unauthorized Improvements: All questions pertaining to this lease agreement shall be referred in writing to the GSA Contracting Officer. This contract is between GSA and Mayfair Professional Center, LLC. GSA assumes no financial responsibility for any cost incurred by the Lessor except as provided by the terms of the lease agreement or authorized in writing by the GSA Contracting Officer. If Lessor delivers space with improvements not authorized or requested in writing by the GSA Contracting Officer, then Lessor shall not be entitled to compensation if the improvements remain in place after the Government's acceptance of the space.

19. Definitions: Wherever the words “Offeror”, “Lessor” or “successful offeror” appear in this Lease, they shall be deemed to mean “Lessor”; wherever the words “solicitation”, “Solicitation for Offers”, or “SFO” appear in this Lease, they shall be deemed to mean “this Lease”; wherever the words “space offered for lease” appear in this Lease, they shall be deemed to mean “Premises”.

20. In accordance with SFO 0AL2012, Paragraph 2.3 Broker Commission and Commission Credit, Jones Lang LaSalle (“Broker”) is the authorized real estate broker representing GSA in connection with this lease transaction. The total amount of the Commission is [redacted] and is earned upon lease execution, payable according to the Commission Agreement signed between the two parties. Due to the Commission Credit described in SFO No. 0AL2012 Paragraph 2.3, only [redacted] of the Commission will be payable to Jones Lang LaSalle with the remaining [redacted] which is the “Commission Credit” to be credited to the shell rental portion of the annual rental payments due and owing to fully recapture this Commission credit. The reduction in shell rent shall commence with the first month of the rental payments and continue until the credit has been fully recaptured in equal monthly installments over the shortest period practical.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

First Month's Rental Payment $31,920.67 minus prorated Commission Credit of [redacted] equals [redacted] adjusted First Month's Rent.

Second Month's Rental Payment $31,920.67 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Second Month’s Rent.

Third Month’s Rental Payment $31,920.67 minus prorated Commission Credit of [redacted] equals [redacted] adjusted Third Month’s Rent.

------------------------------------------- END OF DOCUMENT -------------------------------------------

INITIALS: [LENDER'S INITIALS] & [GOV'T'S INITIALS]
1.0 SUMMARY

1.1 AMOUNT AND TYPE OF SPACE (AUG 2008)
A. The General Services Administration (GSA) is interested in leasing approximately 14,058 rentable square feet of space. The rentable space shall yield a minimum of 12,225 to a maximum of 12,225 ANSI/BOMA Office Area (ABOA) square feet, available for use by tenant for personnel, furnishings, and equipment. Refer to the "Measurement of Space" paragraph in the UTILITIES, SERVICES AND LEASE ADMINISTRATION section of this Solicitation for Offers (SFO).

B. The Government requires thirty (30) on-site reserved parking spaces. These spaces shall be secured and lit in accordance with the Security Section in this Solicitation. The cost of this parking shall be included as part of the rental consideration.

C. The offer shall 1) be for space located in a quality building of sound and substantial construction as described in this SFO, 2) have a potential for efficient layout, 3) be within the ABOA square footage range to be considered, and 4) be in compliance with all of the Government's minimum requirements set forth herein.

D. The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government. To demonstrate potential for efficient layout, the Offeror may be requested to provide a test fit layout at the Offeror's expense when the space offered contains certain features like:

   1. Narrow column spacing;
   2. Atriums, light wells, or other areas interrupting contiguous spaces;
   3. Extremely long, narrow runs of space;
   4. Irregular space configurations; or
   5. Other unusual building features.

   6. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The Offeror will have the option of increasing the ANSI/BOMA Office Area square footage offered, provided that it does not exceed the maximum ANSI/BOMA Office Area square footage in this SFO. If the Offeror is already providing the maximum ANSI/BOMA Office Area square footage and cannot house the Government's space requirements efficiently, then the Government will advise the Offeror that the offer is unacceptable.

E. Unless otherwise noted, all references in this SFO to square feet shall mean ANSI/BOMA Office Area square feet (ABOA). The terms ANSI/BOMA Office Area (ABOA) and usable square feet (usf) are used interchangeably throughout this SFO and its attachments.

F. As part of this space requirement, the Government will require use of part of the building roof for the installation of antenna(s). Further specifications regarding the type of antenna(s) and mounting requirements are included as an attachment to this SFO.

1.2 UNIQUE REQUIREMENTS (AUG 2008)
The offered building and/or location must have the following features:
A. Space must be located on the second floor or above.

1.3 LEASE TERM (SEP 2000)
The lease term is for fifteen (15) years. GSA may terminate this lease in whole or in part after the tenth (10th) full year on ninety (90) days' written notice to the Lessor. All terms and conditions contained herein shall prevail throughout the term of the lease.

1.4 OFFER DUE DATE (AUG 2008)
Offers are due by 5:00 PM EST on Tuesday, September 28, 2010 and shall remain open until lease award.

1.5 ACCESS AND APPURTEINANT AREAS (AUG 2008)
The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space. See the Lease Security Standards section of this SFO for additional information.

1.6 SERVICES, UTILITIES, MAINTENANCE: GENERAL (AUG 2008)
Services, utilities, and maintenance shall be provided by the Lessor as part of the rental consideration. The Lessor shall have an onsite building superintendent or a locally designated representative available to promptly respond to deficiencies, and immediately address all emergency situations.
1.7 AREA OF CONSIDERATION (AUG 2008)
The building must be located within the following boundaries:
Buildings which face and have street addresses on the boundary streets are deemed to be within the delineated area.
- North - 1565/Pratt
- South - Hwy 231/Airport Rd.
- East - Andrew Jackson Way to California Street to Whitesburg Drive.
- West - Hwy 231

An award of contract will not be made for a property located within a base flood plain or wetland unless the Government has determined that there is no practicable alternative.

1.8 LOCATION: CITY CENTER (AUG 2008)
A. NEIGHBORHOOD:
Space shall be located in a prime commercial office district with attractive, prestigious, professional surroundings with a prevalence of modern design and/or tasteful rehabilitation in modern use. Streets and public sidewalks shall be well maintained.

B. PARKING:
The parking to square foot ratio available on site shall at least meet current local code requirements, or in the absence of a local code requirement, on site parking shall be available at a ratio of 1 space for every four hundred sixty-eight (468) rentable square feet of Government demised area.

C. LOCATION AMENITIES:
A variety of inexpensive and moderately priced fast food or eat-in restaurants shall be located within the immediate vicinity of the building, but generally not exceeding a walkable 1/2 mile, as determined by the contracting officer. Other employee services, such as retail shops, cleaners, banks, etc., shall be located within the immediate vicinity of the building, but generally not to exceed a walkable 1/2 mile, as determined by the contracting officer.

D. PUBLIC TRANSPORTATION:
A commuter rail, light rail, or subway station shall be located within the immediate vicinity of the building, but generally not exceeding three street blocks, as determined by the contracting officer. Alternatively, two or more public or campus bus lines usable by tenant occupants shall be located within the immediate vicinity of the building, but generally not exceeding three street blocks, as determined by the contracting officer.

E. SUBMITIAL REQUIREMENT:
The Offerer shall provide to the Contracting Officer a map showing public transport and distance marked to the site with the initial offer to the Government. See the Building and Site Information Submittals paragraph for the information that must be provided.

1.9 OCCUPANCY DATE (AUG 2008)
A. Occupancy is required one hundred and twenty (120) days after the Contracting Officer issues the Tenant Improvement Notice to Proceed.

1.10 NEGOTIATIONS (MAY 2005)
A. Negotiations will be conducted on behalf of the Government by the GSA Contracting Officer (or the GSA Contracting Officer's designated representative). The Contracting Officer is named on the cover of this SFO. GSA will negotiate the rental price for the initial term, any renewal periods, and any other aspect of the offer as deemed necessary.

B. The Offerer shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Contracting Officer or designee.

C. The Contracting Officer or their designated representative will conduct oral or written negotiations with all Offerers that are within the competitive range. The competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency. Offerers who are not included in the competitive range will be notified in writing.

D. All Offerers will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offer that may result from the negotiations. Negotiations will be closed with submission of Final Proposal Revisions ("Best and Final" offers).

1.11 QUALITY AND APPEARANCE OF BUILDING (AUG 2008)
The space offered shall be located in a modern office building with a facade of stone, marble, brick, stainless steel, aluminum, or other permanent materials in good condition acceptable to the Contracting Officer. If not in a new office building, the space offered shall be in a building that has undergone, or will complete by occupancy, first class modernization or adaptive reuse for office space with modern conveniences. If the modernization work is underway or proposed, then architectural plans acceptable to the Contracting Officer shall be submitted as part of the offer. The building shall be compatible with its surroundings. Overall, the building shall project a professional and aesthetically-pleasing appearance including an attractive front and entrance way. The building shall have energy-efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

SFO NO. 0AL2012
INITIALS: lkn & wgb
LESSOR GOVT
08/30/2010
A. The Lessor's obligations in providing a building shell shall include the following as part of the Lessor's shell rent: All items identified in this solicitation as "building shell" are to be provided, installed, maintained, repaired, and/or replaced as part of the Lessor's shell rent.

1. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements. Circulation corridors are provided as part of the base building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor necessary to meet code is provided as part of the shell.

2. Accessibility Requirements. Accessibility to persons with disabilities shall be required throughout the common areas accessible to Government tenants in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10) and shall be installed and coordinated with Tenant Improvements. To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent standard shall apply.

3. Ceilings. A complete acoustical ceiling system (which includes grid and lay-in tiles or other building standard ceiling system as approved by the Contracting Officer) throughout the Government-demised area and all common areas accessible to Government tenants shall be required in accordance with the "Ceilings" paragraph elsewhere in this SFO. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements.

4. Doors. Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to Tenant Improvements. Related hardware shall be installed in accordance with the "Doors: Hardware" paragraph and the "Doors: Exterior" paragraph elsewhere in this SFO.

5. Partitions. Permanent, perimeter, and demising slab-to-slab partitions (including all columns) finished with paint and base shall be required in accordance with the "Partitions: General" paragraph and the "Partitions: Permanent" paragraph elsewhere in this SFO.

6. Flooring. All building common areas shall have finished floors in accordance with the "Floor Covering and Perimeters" paragraph elsewhere in this SFO.

7. Plumbing. The Offeror shall include cost of plumbing in common areas, such as for toilet rooms and janitor closets as part of the building shell cost. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, shall be included in the shell rent.

8. HVAC. Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. Conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ANSI/BOMA Office Area square foot shall be provided.

9. Electrical. Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 7 watts (W) per ANSI/BOMA Office Area square foot.

10. Lighting. Parabolic type 2'-0" wide x 4'-0" long fluorescent lighting fixtures (or other building standard fixtures approved by the GSA Contracting Officer) shall be installed in the ceiling grid for an open office plan at the rate of 1 fixture per 80 ANSI/BOMA Office Area square feet. Lighting as necessary shall be provided in all building common areas in accordance with the "Lighting: Interior and Parking" paragraph elsewhere in this SFO.

11. Safety and Environmental Management. Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc., and shall be in accordance with ABAAS. Where sprinklers are required in the Government-demised area, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided.

12. Telephone Rooms. Building telecommunication rooms on each floor shall be completed, operational, and ready for Tenant Improvements. The telephone closets shall include a telephone backboard.

13. Demolition. The Offeror shall remove existing abandoned electric, telephone and data cabling and devices as well as any other improvements or fixtures in place to accommodate the Government's design intent drawings. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense. Any demolition shall be completed in accordance with all applicable laws.

14. All of the above improvements are described in more detail hereinafter in this solicitation.

15. Unless an item is specifically labeled as Tenant Improvement (TI), it shall be considered a shell item.
1.13 LABOR STANDARDS (AUG 2003)

If an Offeror proposes to satisfy the requirements of this SFO through the construction of a new building or the complete rehabilitation or reconstruction of an existing building, and the Government will be the sole or predominant tenant such that any other use of the building will be functionally or quantitatively incidental to the Government's use and occupancy, the following Federal Acquisition Regulation (FAR) clauses shall apply to all work (including base building and tenant improvements) performed prior to the Government's acceptance of space as substantially complete. Full text versions of these clauses are available upon request from the Contracting Officer. Full text versions are also available at the following web site: HTTP://WWW.ARNET.GOV/FAR/

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation
52.222-6 Davis-Bacon Act
52.222-7 Withholding of Funds
52.222-8 Payrolls and Basic Records
52.222-9 Apprentices and Trainees
52.222-10 Compliance with Copeland Act Requirements
52.222-11 Subcontracts (Labor Standards)
52.222-12 Contract Termination-Debarment
52.222-13 Compliance with Davis-Bacon and Related Act Regulations
52.222-14 Disputes Concerning Labor Standards
52.222-15 Certification of Eligibility