

**UNITED STATES
POSTAL SERVICE™**

Lease

TOWNE STATION-OGDEN UT 84491-9998

E# 1526367 BR 1912 PG1311
DOUG CROFTS, WEBER COUNTY RECORDER
04-MAR-98 908 AM FEE \$81.00 DEP NB
REC FOR: OGDEN.TRUE.VALUE



**Lease
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Lease

Facility Name/Location
OGDEN - TOWNE STATION (496494-014)
OGDEN, UT 84491-9998

WEBER COUNTY
Project: E60716

This LEASE, made and entered into by and between OGDEN TRUE VALUE, INC. hereinafter called the Lessor, and the United States Postal Service, hereinafter called the Postal Service:

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. The Lessor hereby leases to the Postal Service and the Postal Service leases from the Lessor the following premises, hereinafter legally described in paragraph 9, in accordance with the terms and conditions described herein and contained in the 'General Conditions to U.S. Postal Service Lease,' Section A, attached hereto and made a part hereof.

Upon which is a multi-use block retail center and which property contains areas, spaces, improvements, and appurtenances as follows:

AREA	SQ. FEET	AREA	SQ. FEET
Net Floor Space	11,792	Joint Use/Common Areas:	
Platform			
Parking and Maneuvering	36,935		
Other:			
Driveway			
Landscaping			
Sidewalks			

Area descriptions are estimates. See Exhibit "C" & "D" for description of misc. areas.

Total Site Area: 56,871

2. RENTAL: The Postal Service will pay the Lessor an annual rental of: \$78,360.00

Seventy-Eight Thousand Three Hundred Sixty and 00/100 Dollars

payable in equal installments at the end of each calendar month. Rent for a part of a month will be prorated. Rent checks shall be disbursed as follows:

payable to:
OGDEN TRUE VALUE, INC.
P O BOX 1463
OGDEN UT 84402-1463

unless the Contracting Officer is notified, in writing by Lessor, of any change in payee or address at least sixty (60) days before the effective date of the change.

3. TO HAVE AND TO HOLD the said premises with their appurtenances:

FIXED TERM: The term beginning Oct. 15, 1997 and ending Oct. 14, 2007 for a total of 10 years.

1526367 BK1912 PG1313



4. RENEWAL OPTIONS: The Lease may be renewed at the option of the Postal Service, for the following separate and consecutive terms and at the following annual rentals:

RENEWAL OPTION	TERM NO. OF YEARS	PER ANNUM RENTAL
1	5	\$109,704.00
2	5	\$131,640.00
3	5	\$157,968.00

provided that notice is sent, in writing, to the Lessor at least 30 days before the end of the original lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

5. TERMINATION: See Attached Addendum.

6. UTILITIES, SERVICES, AND EQUIPMENT: Lessor, as part of the rental consideration, shall furnish the following utilities, services and equipment: (See Lessor Obligations of General Conditions (A.24) and/or attached addendum for definitions.) Sewerage Service and System, Electrical System, Water Service and System, Snow Removal, USPS will be responsible for all separately metered utilities. Water Service will be paid through CAM charges.

7. OTHER PROVISIONS: The following additional provisions, modifications, riders, layouts and/or forms were agreed upon prior to execution and made a part hereof:
Maintenance Rider - USPS (M-1), Percentage Reimbursement Tax Rider (T-1), UST Maintenance Rider - Lessor (U-1), See Attached Addendum.

8. The undersigned has completed the 'Representations and Certifications.' (See Section B).

9. LEGAL DESCRIPTION:

See Exhibits "A", "A-1", and "B".

92.



Lease

EXECUTED BY LESSOR this 14th day of October, 1997.

CORPORATION

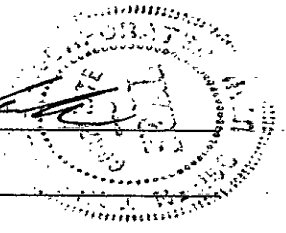
Ogden True Value, Inc. (a Utah Corporation)

Affix Corporate Seal

CONRAD H NEBEKER, PRESIDENT

Print Name & Title

Conrad H Nebeker
Signature



Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Lessor, Address: OGDEN TRUE VALUE, INC.,
P O BOX 1463 OGDEN UT 84402-1463
Telephone No: (801) 392-1000
Taxpayer ID: 87-0502527

Witness

J. H. [Signature]
Witness

ACCEPTANCE BY THE POSTAL SERVICE

Date: 12/15/97

JEAN S BERG
Contracting Officer

Jean Scholl Berg
Signature of Contracting Officer

DENVER FACILITY SERVICE OFFICE
8055 E TUFTS AVE #400
DENVER CO 80237-2881
Address of Contracting Officer

E9 1526367 BK 19 12 PG 13 15

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Form of Acknowledgment for Corporations

STATE OF UTAH

COUNTY OF Weber

Personally appeared before me, a Notary Public in and for the County and State aforesaid,

Conrad H. Nebeker and _____
(Name of authorized officer(s) signing lease)

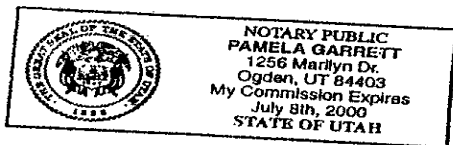
who is/are known to me to be the President and _____
(Titles of officer(s) signing lease)

of the Ogden True Value, Inc. and _____
(Name of Corporation)

to be the same person(s) who executed the foregoing lease, who depose(s) and say that said person(s) know(s) the seal of the said corporation, that the seal affixed to the above instrument is the seal of said corporation, and that it was affixed, and that said person(s) signed this lease by the authority of the said corporation, for the purposes set forth, and as said person(s) own free and voluntary act.

Done at 2554 Monroe Blvd Ogden in the County and State aforesaid,
this 14 day of October, 1997.

NOTARIAL SEAL



Pamela Garrett
Notary Public
My commission expires July 8, 2000

NOTE: If the corporation is without a seal, that portion of the acknowledgment referring to a seal should be stricken out, and on the blank line following this statement should be made: "and that the said corporation has no corporate seal."

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Property Owner Agreement
(To be executed and attached before it is recorded)

Unit/Post Office Name & Address
OGDEN - TOWNE STATION (496494-014)

County: WEBER
Project: E60716

The undersigned, owners of the property situated at:

2750 Washington Blvd.
Ogden, UT 84491

hereby consent to the leasing of said property to the U.S. Postal and agree for itself, its successors, executors, administrators, and assigns to all the terms and conditions of said lease in its entirety.

[Signature]
Witness

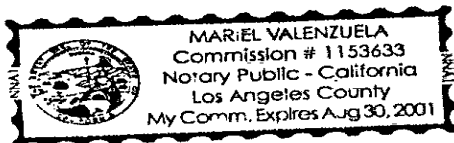
Sweet Family Trust
By: [Signature] TRUSTEE
Signature of Owner
18321
Street Address

City, State and ZIP+4

Subscribed and Sworn to before me, a notary public, in and for County, State of California, this 17th day of November, 1997

[Signature]
Notary Public

My commission expires Aug. 30, 2001



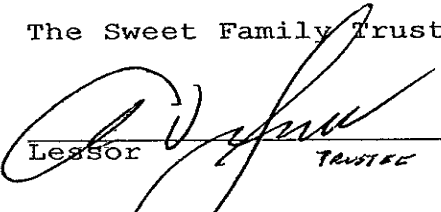
E# 1526367 BK 19 12 PG 13 17

[Signature]

This will certify that the Lessor, The Sweet Family Trust, Arthur Sweet, Trustee, and The Lessee Ogden True Value, Inc., Conrad H. Nebeker, President, are authorized to waive the existing OTV lease in favor of the United States Post Service Lease, and that the U.S. Postal Service will not be subject to the OTV lease and will have no obligations thereunder.

The Sweet Family Trust

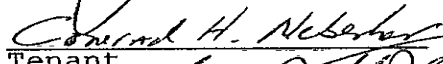
Signed:

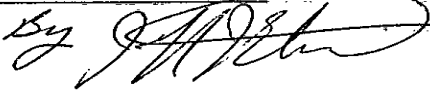

Lessor

TRUSTEE

Ogden True Value, Inc.

Signed:


Tenant

By 



Addendum

Facility Name/Location OGDEN - TOWNE STATION (496494-014)

County: WEBER
Project: E60716

DEFINITIONS: As used in this Addendum, the term "Sub-Lessor" refers to Ogden True Value; "Prime Lessor" refers to the Sweet Family Trust; "Postal Service" refers to the United States Postal Service.

TERMINATION RIGHTS: The Lease may be terminated any time after October 15, 2007, by giving ninety (90) days written notice to the Sub-Lessor.

CONSTRUCTION, REPAIRS, & MODIFICATIONS:

The Prime Lessor agrees to replace at its own expense, the roof system, including, but not limited to material and labor costs. The roof portion over the Postal Service space shall be replaced with a 60 mil single PVC and be in accordance with Postal specifications (attached hereto) and shall be coordinated with the Postal Service project manager to ensure such replacement does not interfere with Postal construction or operations at the facility. The roof shall be replaced upon completion of the postal buildout, but in no event later than two years from the beginning date of this lease. If the roof is not replaced by the end of the two year timeframe as given herein, the Postal Service may perform the work itself or through a third party contract, and deduct all costs associated therewith from future rents payable to the Sub-Lessor under this Lease agreement.

The Sub-Lessor agrees to make all necessary repairs to the asphalt and concrete surfaces after completion of the buildout by the Postal Service, unless such repairs are required as result of acts of the Postal Service, it's employees or contractors, during the construction of the buildout of the space for postal uses. These repairs shall include, but are not limited to, uneven or spalled concrete, repair of potholes, alligating asphalt, and depressions, as well as sealcoating and restriping of the entire asphalt parking area. This work is to be done in accordance with Postal specifications (attached hereto) and shall be coordinated with the Postal Service project manager. If these repairs are not completed within ninety (90) days of the completion of the postal buildout, the Postal Service may accomplish the work itself or through a third party contract and deduct all costs associated therewith from future rents payable to the Sub-Lessor under this Lease agreement.

The Sub-Lessor agrees to coordinate with the Postal Service project manager to modify the remaining building facade to match that to be constructed by the Postal Service over the leased premises. Construction of the facade is to be coordinated with Postal construction, so as to achieve completion of both projects at the same time. If such work is not completed with thirty (30) days of the completion of the postal facade work, the Postal Service may accomplish the work itself or through a third party contract and deduct all costs associated therewith from future rents payable to the Sub-Lessor under this Lease agreement.

The Sub-Lessor agrees to pay all costs associated with the construction of security walls on the north and south mezzanine, and the rear breezeway within on hundred and twenty (120) days after acceptance of this Lease by the Postal Service. Construction shall be in accordance with Postal Service specifications (attached hereto) and coordinated with the Postal Service project manager. If such work is not completed within the time allotted herein, the Postal Service accomplish the work itself or through a third party contract and deduct all costs associated therewith from future rents payable to the Sub-Lessor under this Lease agreement.

Any work required of the Sub-Lessor under this section will be at the Sub-Lessor's sole cost and expense. No work covered under this section, regardless of when performed, may be charged back to the Postal Service under the Common Area Maintenance provisions or any other provisions of this Lease agreement.

CAM CHARGES:

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In addition to the rental specified on page 1 of this Lease agreement, the Postal Service shall pay as additional rent, a prorata share of operating expenses, as herein defined. The term "operating expenses" as used herein, refers only the costs and expenses for providing certain services and utilities to the leased premises and common areas. The following services and utilities are subject to reimbursement based on the formula given below: snow removal (as required by the



Addendum

Postal Service), electricity for parking lot lights, grass mowing and lawn care, parking lot sweeping, basic lot maintenance (including periodic sealcoating and restriping or overlay), sidewalk repair and maintenance, exterior repair and painting of the building, and sewer and water services. The Sub-Lessor is responsible for carrying out the above mentioned duties. The Sub-Lessor will work closely with the Postal Service to ensure such is carried out in a timely manner, the Postal Service may accomplish them by exercising the enforcement procedures outlined in the Maintenance Rider, (para a).

The Postal Service's prorata share of the operating expenses listed above is 30.6%. The percentage was determined by dividing the Postal Service net interior sq. ft. (10,560), by the usable retail square footage of the building (34,660). Usable retail space for the building does not include warehouse and storage space, or the rear 16' x 77' north section of the Postal Service space (see Exhibit C attached hereto). In the event the building is altered in any way that may affect the reimbursable percentage, it shall be the Sub-Lessor's responsibility to notify the Postal Service (see the Postal Service agreement), to reflect the correct proportion of the square footage of the leased space to the total leasable space in the building. The denominator of 34,660 shall not be decreased due to any alteration.

The proportionate share of common area maintenance costs shall be computed on a calendar year basis, with any portion of year prorated. Upon presentation of a certified statement and accompanying documentation of all charges by the Sub-Lessor to the Postal Service after the end of each calendar year, the Postal Service shall, after verification of the charges, make a single payment to the Sub-Lessor as additional rents hereunder.

There are certain common use areas over which the Postal Service shall have exclusive use. These areas include the location of a drive-thru mail collection island and a flagpole. Once these areas have been specifically identified by the Postal Service and Sub-Lessor, a diagram showing their specific location will be attached to this Lease agreement and be made a part hereof. Both areas will continue to be subject to common area maintenance. The Postal Service also has exclusive use of 57 parking spaces (identified on Exhibit C), directly south of the leased space, which will be distinguished by a barrier constructed by the Postal Service.

FIRST RIGHT OF REFUSAL:

The Postal Service shall have a first right to negotiate for any additional contiguous space when and if it becomes available. Any lease for such space shall be offered to the Postal Service to match or refuse, prior to leasing to any other party.

NON-COMPETITION AND RESTRICTED USES:

The Postal Service shall have the exclusive right to engage in activities related to mail or parcel services or transfers on the shopping center property. No other carrier (e.g. UPS, FEDEX, Airborne Express, MailBox Etc., etc.) will be authorized to have official drop-off/pickup points, curbside boxes, storefronts, or otherwise engage in business on the property, by the Sub-Lessor or Prime-Lessor.

The Sub-Lessor and Prime-Lessor agree that the shopping center and its adjoining spaces, will not be used for the operation of a massage parlor, adult or pornographic bookstore, facilities for adult entertainment, flea market, bar or lounge, or for the purpose of selling, storing, or repairing motor vehicles.

SUB TENANCY:

EE 1526367 BK 19 12 PG 132 D

The Postal Service is aware that the Sub-Lessor is leasing the subject property and that the Postal Service is a sub-tenant. The Prime Lessor and the Sub-Lessor agree that the Postal Service shall NOT be subject to the terms of the prime lease, and that the Postal Service shall have no obligations thereunder. Prime Lessor and Sub-Lessor both have an interest in this site and improvements, and both hereby agree to be subject to the terms and conditions of this Postal Service lease in its entirety. Should the lease between the Sub-Lessor and Prime Lessor be terminated, defaulted, transferred or canceled for any reason whatsoever, the Prime Lessor agrees to become the Lessor under this Lease agreement in its entirety and to fulfill any and all obligations of the lessor under this Lease agreement for the base term and any extensions or renewals thereof.



Addendum

OTHER PROVISIONS:

The Postal Service is leasing this facility in "as-is" condition and will complete the remodel of the space which also includes the removal of asbestos and lead paint in accordance with postal requirements. Removal of the asbestos and lead paint in the Postal Service leased portions of the structure by the Postal Service does not relieve the Sub-Lessor of their obligations identified in paragraph A.17 of the General Conditions to this Lease agreement or any other obligations or responsibilities for such under any laws, regulations, or requirements of any government, public, or other agency or group having jurisdiction over such matters.

The Sub-Lessor is responsible for utility systems, lines, connections, etc. which are outside and up to the point of entry into the leased premises. The Postal Service shall be responsible for utility lines and systems from point of entry into and within the interior of the leased premises.

E# 1526367 BK 19 12 PG 132

A handwritten signature in black ink, appearing to be "AS" followed by a stylized flourish.



Addendum

EXECUTED BY LESSOR this 15th day of December, 1997.

Arthur D. Sweet Trustee
Print Name & Title

[Signature]
Signature

Donald H. Baker Pres.
Print Name & Title

[Signature]
Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Print Name & Title

Signature

Lessor, Address:
Telephone No:
Taxpayer ID:

Shawn Palumbo
Witness

[Signature]
Witness

ACCEPTANCE BY THE POSTAL SERVICE

Date: 12/15/97

Contracting Officer

Jan Schell Big
Signature of Contracting Officer

Address of Contracting Officer

E# 1526367 BK 1912 PG 1322

[Handwritten initials]

EXHIBIT A

LEGAL DESCRIPTION

1. Part of Lots 2, 5 and 9, all of Lots 3 and 4 Block 3, Plat A, Ogden City Survey, Ogden City, Weber County, Utah. Begin more particularly described as follows: Beginning at the Southeast corner of Lot 2, in said Block 3, running thence West 132 feet along the South line of said Lot 2, thence North 66 feet, thence West 198 feet to the West line of said Lot 2, said point also being on the East line of Washington Blvd. thence North 368.55 feet along the East line of Washington Boulevard to a point which is North 37.5 feet from the Southwest corner of Lot 5, in said Block 3; thence East 330 feet to the East line of said Lot 5, thence South 37.5 feet to the Northwest corner of Lot 9, in said Block 3, thence East 165 feet, thence South 66.55 feet to the South line of the North 1/2 of said Lot 9, thence West 93.5 feet, more or less to a point 258.5 feet West from the East line of said Lot 9, thence South 66.5 feet, thence West 71.5 feet to the West line of said Lot 9, thence South 257.3 feet, more or less along the East line of Lots 2, 3, and 4, in said Block 3, to the point of Beginning. LESS AND EXCEPTING that portion lying within Doxey Street.

01-003-0010

Parcel 2. Part of Lot 10, Block 3, Plat A, Ogden City Survey: Beginning at the Northwest corner of said Lot 10, thence East 1.99 feet, thence South 21.75 feet, thence West 1.99 feet to the West line of Said Lot 10, thence North along said line 21.75 feet to Beginning.

01-003-0041

②
SUB

JL

EXHIBIT "A"-1

Part of Lot 10, Block 3, Plat "A", Ogden City Survey: Beginning at a point on the South line of right of way 280.4 feet West and 21.75 feet South from the Northeast corner of said Lot 10, and running thence West along the South line of said right of way 49.6 feet, more or less, to the West line of said Lot 10, thence South 54.25 feet, thence East 49.6 feet more or less to a point South of beginning, thence North 54.25 feet to the place of Beginning.

01-003-0040

Part of Lot 10, Block 3, Plat "A" Ogden City Survey: Beginning on the south line of a certain right of way known as Rose Court (Doxey Street), at a point 21.7 feet South and 240.4 feet West of the Northeast corner of said Lot 10, running thence West 40 feet; thence South 54.25 feet; thence East 32.9 feet; thence South 6.3 feet; thence East 7.1 feet; thence North 60.75 feet to the place of Beginning.

01-003-0039

②
SMB
JL

EXHIBIT B

BLOCK 3 PLAT A

TAXING UNIT: 252

IN OGDEN CITY

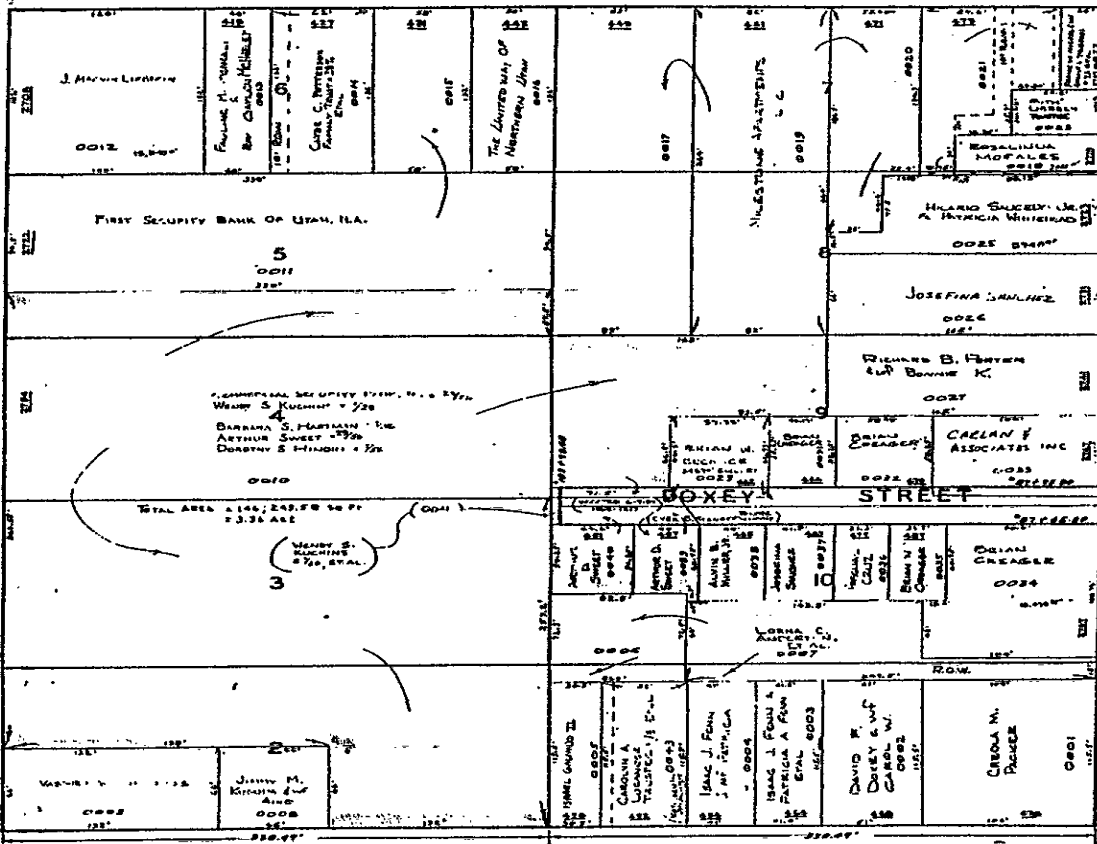
PREFIX 01-003

SEE PAGE 4

SEE PAGE 10

SEE PAGE 2

27 TH STREET



WASHINGTON BLVD.

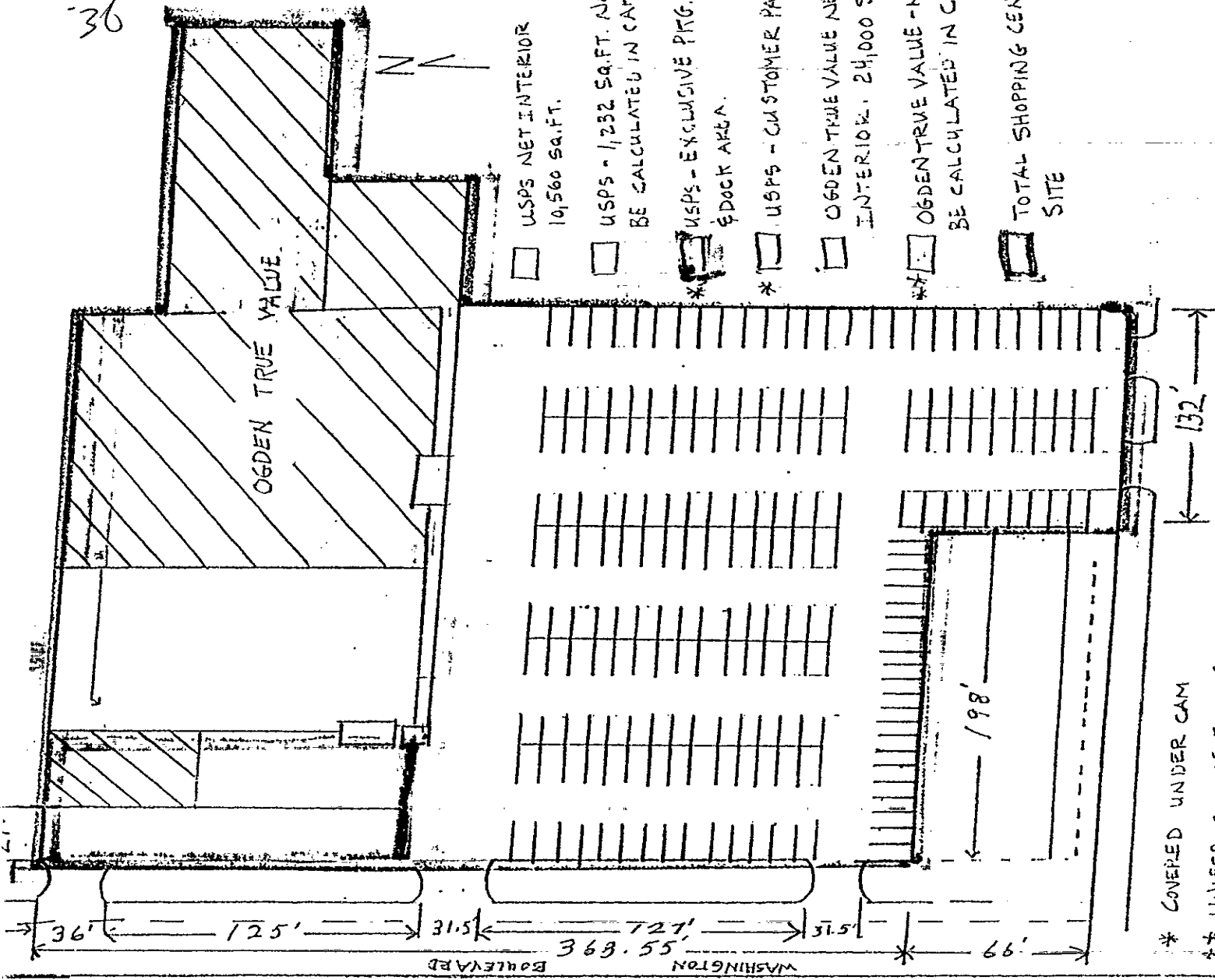
ADAMS AVENUE

28 TH STREET

SEE BOOK 4, PAGE 29

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36

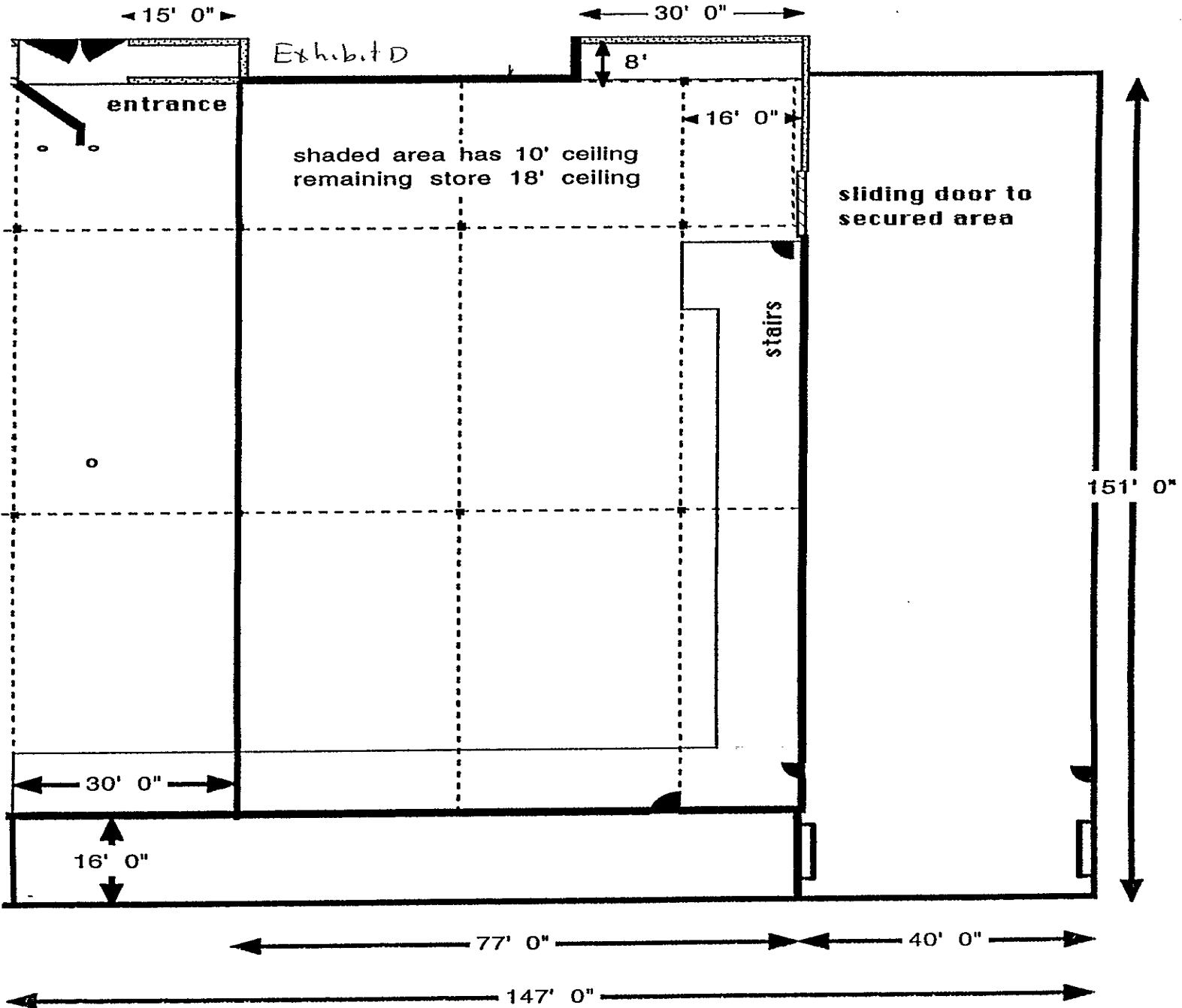


- USPS NET INTERIOR 10,560 SQ. FT.
- USPS - 1,232 SQ. FT. NOT TO BE CALCULATED IN CAM.
- USPS - EXCLUSIVE PRG. EMVU & DOCK AREA.
- USPS - CUSTOMER PARKING
- OGDEN TRUE VALUE NET INTERIOR - 24,000 SQ. FT.
- OGDEN TRUE VALUE - NOT TO BE CALCULATED IN CAM.
- TOTAL SHOPPING CENTER SITE

* COVERED UNDER CAM
 ** UNLESS SQUARE FOOTAGE CHANGES

Exhibit C
 WASHINGTON BOULEVARD

TOWNE STATION





General Conditions to USPS Lease

SECTION A

A.1 CHOICE OF LAW

This Lease shall be governed by federal law.

A.2 DEFINITIONS

As used in this contract, the following terms have the following meanings:

- a. "Contracting officer" means the person executing this contract on behalf of the Postal Service, and any other employee who is a properly authorized contracting officer; the term includes, except as otherwise provided in the contract, the authorized representative of a contracting officer acting within the limits of the authority conferred upon that person.
- b. "Successful offeror," "offeror," "contractor," or "Lessor" are interchangeable and refer to the party whose proposal is accepted by the Postal Service.
- c. "Lease" and "agreement" are interchangeable and refer to this document, including all riders and attachments thereto.

A.3 EXECUTION REQUIREMENTS

- a. All co-owners and all other persons having or to have a legal interest in the property must execute the Lease. If the offeror is married, the husband or wife of the offeror must also execute the Lease. The offeror must submit adequate evidence of title.
- b. If the offeror is a general partnership, each member must sign.
- c. If the offeror is a limited partnership, all general partners must sign.
- d. Where the offeror is an administrator or an executor of an estate, there must be furnished a certificate of the clerk of the court or certified copy of the court order showing the appointment of the administrator or executor, together with a certified copy of the will of the deceased. If there is no will, or in the event the will of the deceased does not specifically authorize the administrator or the executor to enter into a contract to lease the proposed quarters, it will generally be necessary to furnish, in addition to the above named items, a certified copy of the court order authorizing such administrator or executor to enter into a lease with the Postal Service.
- e. Where the offeror is a trustee, a certified copy of the instrument creating the trust must be furnished together with any other evidence necessary to establish the trustee's authority to lease.
- f. Where the offeror is a corporation, leases and lease agreements entered into must have the corporate seal affixed or in place thereof the statement that the corporation has no seal.
- g. Where the offeror is a corporation, municipal corporation, fraternal order or society, the Lease must be accompanied by documentary evidence affirming the authority of the agent, or agents, to execute the Lease to bind the municipal corporation, fraternal order or society for which he (or they) purports to act. The usual evidence required to establish such authority is in the form of extracts from the articles of incorporation, or bylaws, or the minutes of the board of directors duly certified by the custodian of such records, under the corporate seal. Such resolutions, when required, must contain the essential stipulations embodied in the Lease. The names and official titles of the officers who are authorized to sign the Lease must appear in the document.
- h. Notices. Any notice to Lessor provided under this Lease or under any law or regulation must be in writing and may be hand delivered or mailed to Lessor at the address specified on page 3 of the Lease, or at an address that Lessor has otherwise appropriately directed in writing.

Any notice to the Postal Service provided under this Lease or under any law or regulation must be in writing and may be hand delivered or mailed, addressed to "Contracting Officer, U.S. Postal Service" at the address specified on page 3 of the Lease, or at an address that the Postal Service has otherwise directed in writing.

A.4 MORTGAGEE'S AGREEMENT

If there is now or will be a mortgage on the property which is or will be recorded prior to the recording of the Lease, the offeror must notify the contracting officer of the facts concerning such mortgage and, unless in his sole discretion the contracting officer waives the requirement, the offeror must furnish a Mortgagee's Agreement, which will consent to this Lease and shall provide that, in the event of foreclosure, mortgagee, successors, and assigns shall cause such foreclosures to be subject to the Lease.

A.5 EQUAL OPPORTUNITY

- a. The contractor may not discriminate against employees or applicants because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, sex, or national origin. This action must include, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants, notices provided by the contracting officer setting forth the provisions of this clause.
- b. The contractor must, in all solicitations or advertisements for employees placed by it or on its behalf, state that all qualified applicants will be considered for employment without regard to race, color, religion, sex, or national origin.
- c. The contractor must send to each union or worker's representative with which the contractor has a collective bargaining agreement or other understanding, a notice, provided by the contracting officer, advising the union or workers' representative of the contractor's commitments under this clause, and must post copies of the notice in conspicuous places available to employees and applicants.
- d. The contractor must comply with all provisions of Executive Order (EO) 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The contractor must furnish all information and reports required by the Executive order, and by the rules, regulations, and orders of the Secretary, and must permit access to the contractor's books, records, and accounts by the Postal Service and the Secretary for purposes of investigation to ascertain compliance with these rules, regulations, and orders.
- f. If the contractor fails to comply with this clause or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part; the contractor may be declared ineligible for further contracts in accordance with the Executive order; and other sanctions may be imposed and remedies invoked under the Executive order, or by rule, regulation, or order of the Secretary, or as otherwise provided by law.
- g. The contractor must insert this clause, including this paragraph g, in all subcontracts or purchase orders under this contract unless exempted by Secretary of Labor rules, regulations, or orders issued under the Executive order. The contractor must take such action with respect to any such subcontract or purchase order as the Postal Service may direct as a means of enforcing the terms and conditions of this clause (including sanctions for noncompliance), provided, however, that if the



General Conditions to USPS Lease

contractor becomes involved in, or is threatened with, litigation as a result, the contractor may request the Postal Service to enter into the litigation to protect the interests of the Postal Service.

h. Disputes under this clause will be governed by the procedures in 41 CFR 60-1.1.

A.6 FACILITIES NONDISCRIMINATION

a. As used in this clause, the term "facility" means stores, shops, restaurants, cafeterias, restrooms, and any other facility of a public nature in the building in which the space covered by this Lease is located.

b. The Lessor agrees that he will not discriminate by segregation or otherwise against any person or persons because of race, religion, color, age, sex, or national origin in furnishing, or by refusing to furnish, to such person or persons the use of any facility including any and all services, privileges, accommodations, and activities provided thereby.

c. It is agreed that the Lessor's noncompliance with the provisions of this clause shall constitute a material breach of this Lease. In the event of such noncompliance, the Postal Service may take appropriate action to enforce compliance, may terminate this lease, or may pursue such other remedies as may be provided by law. In the event of termination, the Lessor shall be liable for all excess costs of the Postal Service in acquiring substitute space, including but not limited to the cost of moving to such space.

d. The Lessor agrees to include, or to require the inclusion of the foregoing provisions of this clause (with the terms "Lessor" and "Lease" appropriately modified) in every agreement or concession pursuant to which any person other than the Lessor operates or has the right to operate any facility. The Lessor also agrees that it will take such action with respect to any such agreement as the Postal Service may direct as a means of enforcing this clause, including but not limited to termination of the agreement or concession.

A.7 OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress may be admitted to any part or share of this contract, or to any benefit arising from it. This prohibition does not apply to the extent this contract is with a corporation for the corporation's general benefit.

A.8 CONTINGENT FEES

a. The offeror warrants that no person or selling agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide, established commercial or selling agencies maintained by the Lessor for the purpose of obtaining business.

b. For breach or violation of this warranty, the Postal Service has the right to annul this contract without liability, or at its sole discretion, to deduct from the contract price or consideration, or otherwise recover from offeror the full amount of the commission, percentage, brokerage fee, or contingent fee.

c. Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.

A.9 ASSIGNMENT OF CLAIMS

a. If this contract provides for payments aggregating \$10,000 or more, claims for moneys due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with

1. The contracting officer; and

2. The surety or sureties upon any bonds.

b. Except with the written consent of the Contracting Officer, assignment of this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.

c. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the demised premises, so long as such transfer is subject to this agreement.

A.10 COMPLIANCE WITH OSHA STANDARDS

The Lessor must (i) comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations, Part 1910, promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970; (ii) comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with (i); and (iii) take all other proper precautions to protect the health and safety of (a) any laborer or mechanic employed by the Lessor in performance of this agreement, (b) Postal Service employees, and (c) the public. The Lessor must include this clause in all subcontracts hereunder and to require its inclusion in all subcontracts of a lower tier. The term "Lessor" as used in this clause in any subcontract must be deemed to refer to the subcontractor.

A.11 EXAMINATION OF RECORDS

a. The Postal Service and its authorized representatives will, until three years after final payment under this contract, or for any shorter period specified for particular records, have access to and the right to examine any directly pertinent books, documents, papers, or other records of the contractor involving transactions related to this contract.

b. The contractor agrees to include in all subcontracts under this contract a provision to the effect that the Postal Service and its authorized representatives will, until three years after final payment under the subcontract, or for any shorter specified period for particular records, have access to and the right to examine any directly pertinent books, documents, papers, or other records of the subcontractor involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes:

1. Purchase orders; and

2. Subcontracts for public utility services at rates established for uniform applicability to the general public.

A.12 CLEAN AIR AND WATER

The contractor agrees:

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a. To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 of the Clean Air Act and section 308 of the Clean Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

b. That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

c. To use its best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

d. To insert the substance of this clause into any nonexempt subcontract, including this paragraph d.

A.13 CLAIMS AND DISPUTES

a. This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601-613) ("the Act").

b. Except as provided in the Act, all disputes arising under or relating to this contract must be resolved under this clause.

c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the contractor seeking the payment of money exceeding \$50,000 is not a claim under the Act until certified as required by subparagraph d.2 below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

d. 1. A claim by the contractor must be made in writing and submitted to the contracting officer for a written decision. A claim by the Postal Service against the contractor is subject to a written decision by the contracting officer.

2. For contractor claims exceeding \$50,000, the contractor must submit with the claim a certification that:

(a) The claim is made in good faith;

(b) Supporting data are accurate and complete to the best of the contractor's knowledge and belief; and

(c) The amount requested accurately reflects the contract adjustment for which the contractor believes the Postal Service is liable.

3. (a) If the contractor is an individual, the certification must be executed by that individual.

(b) If the contractor is not an individual, the certification must be executed by:

(1) A senior company official in charge at the contractor's plant or location involved; or

(2) An officer or general partner of the contractor having overall responsibility for the conduct of the contractor's affairs.

e. For contractor claims of \$50,000 or less, the contracting officer must, if requested in writing by the contractor, render a decision within 60 days of the request. For contractor-certified claims over \$50,000, the contracting officer must, within 60 days, decide the claim or notify the contractor of the date by which the decision will be made.

f. The contracting officer's decision is final unless the contractor appeals or files a suit as provided in the Act.

g. The Postal Service will pay interest on the amount found due and unpaid from:

1. The date the contracting officer receives the claim (properly certified if required); or

2. The date payment otherwise would be due, if that date is later, until the date of payment.

h. Simple interest on claims will be paid at a rate determined in accordance with the interest clause.

i. The contractor must proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the contracting officer.

A.14 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

The following clause is applicable if this contract provides for payments aggregating \$2,500 or more.

a. The contractor may not discriminate against any employee or applicant because of physical or mental handicap, in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination in all employment practices, such as employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship).

b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973, as amended.

c. In the event of the contractor's noncompliance with this clause, action may be taken in accordance with the rules and regulations and relevant orders of the Secretary of Labor.

d. The contractor agrees to post in conspicuous places, available to employees and applicants, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. These notices state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants, and the rights of applicants and employees.

e. The contractor must notify each union or worker's representative with which it has a collective bargaining agreement or other understanding that the contractor is bound by the terms of section 503 of the Act and is committed to taking affirmative action to employ, and advance in employment, handicapped individuals.

f. The contractor must include this clause in every subcontract or purchase order over \$2,500 under this contract unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so its provisions will be binding upon each subcontractor.

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or vendor. The contractor must take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce in these provisions, including action for noncompliance.

A.15 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

If this contract provides for payments aggregating \$10,000 or more, the following clause is applicable.

- a. The contractor may not discriminate against any employee or applicant because that employee or applicant is a disabled veteran or veteran of the Vietnam era, in regard to any position for which the employee or applicant is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination in all employment practices, such as employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training (including apprenticeship).
- b. The contractor agrees that all suitable employment openings of the contractor existing at the time of the execution of this contract or occurring during its performance (including those not generated by this contract and those occurring at an establishment of the contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates) will be listed at an appropriate local office of the State employment service system where the opening occurs. The contractor further agrees to provide such reports to the local office regarding employment openings and hires as may be required. State and local government agencies holding Postal Service contracts of \$10,000 or more will also list all their suitable openings with the appropriate office of the State employment service.
- c. Listing of employment openings with the employment service system will be made at least concurrently with the use of any other recruitment source or effort and will involve the normal obligations attaching to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular applicant or hiring from any particular group of applicants, and nothing herein is intended to relieve the contractor from any other requirements regarding nondiscrimination in employment.
- d. Whenever the contractor becomes contractually bound to the listing provisions of this clause, it must advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. The contractor may advise the State system when it is no longer bound by this clause.
- e. Paragraphs b, c, and d above do not apply to openings the contractor proposes to fill from within its own organization or under a customary and traditional employer/union hiring arrangement. But this exclusion does not apply to a particular opening once the contractor decides to consider applicants outside its own organization or employer/union arrangements for that opening.
- f. Definitions
 1. "All suitable employment openings" includes openings that occur in the following job categories: production and non-production; plant and office; laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative, and professional openings as are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment. It does not include openings the contractor proposes to fill from within its own organization or under a customary

and traditional employer/union hiring arrangement or openings in an educational institution that are restricted to students of that institution. Under the most compelling circumstances, an employment opening may not be suitable for listing, including situations in which the needs of the Postal Service cannot reasonably be otherwise supplied, when listing would be contrary to national security, or when the requirement of listing would otherwise not be in the best interests of the Postal Service.

2. "Appropriate office of the State employment service" means the local office of the Federal/State national systems of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled.
3. "Openings the contractor proposes to fill from within its own organization" means employment openings for which persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) will not be considered and includes any openings the contractor proposes to fill from regularly established "recall" lists.
4. "Openings the contractor proposes to fill under a customary and traditional employer/union hiring arrangement" means employment openings the contractor proposes to fill from union halls as part of the customary and traditional hiring relationship existing between it and representatives of its employees.
- g. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended.
- h. In the event of the contractor's noncompliance with this clause, action may be taken in accordance with the rules, regulations, and relevant orders of the Secretary.
- i. The contractor agrees to post in conspicuous places, available to employees and applicants, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. These notices state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and the rights of applicants and employees.
- j. The contractor must notify each union or workers' representative with which it has a collective bargaining agreement or other understanding that the contractor is bound by the terms of the Act and is committed to taking affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam era.
- k. The contractor must include this clause in every subcontract or purchase order of \$10,000 or more under this contract unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so its provisions will be binding upon each subcontractor or vendor. The contractor must take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce in these provisions, including action for noncompliance.

A.18 GRATUITIES

- a. The Postal Service may terminate this contract for default if, after notice and a hearing, the Postal Service Board of Contract Appeals determines that the contractor or the contractor's agent or other representative:
 1. Offered or gave a gratuity (such as a gift or entertainment) to an officer or employee of the Postal Service; and
 2. Intended by the gratuity to obtain a contract or favorable treatment under a contract.

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b. The rights and remedies of the Postal Service provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

A.17 HAZARDOUS/TOXIC CONDITIONS CLAUSE

"Asbestos containing building material" (ACBM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACBM, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. Sites cannot have any contaminated soil or water above applicable federal, state or local action levels or undisclosed underground storage tanks.

The Lessor agrees to identify and disclose the presence, location and quantity of all ACBM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested to not be ACBM. Unless due to the act or negligence of the Postal Service, if contaminated soil, water, underground storage tanks or piping or friable asbestos or any other hazardous/toxic materials or substances as defined by applicable Local, State or Federal law is subsequently identified on the premises, the Lessor agrees to remove such materials or substances upon notification by the U. S. Postal Service at Lessor's sole cost in accordance with EPA and/or State guidelines. If the Lessor fails to remove the asbestos or hazardous/toxic materials or substances, the Postal Service has the right to accomplish the work and deduct the cost plus administrative costs, from future rent payments or recover these costs from Lessor by other means, or may, at its sole option, cancel this Lease. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition.

The remainder of this clause applies if this Lease is for premises not previously occupied by the Postal Service.

By execution of this Lease the Lessor certifies:

1. The property and improvements are free of all contamination from petroleum products or any hazardous/toxic or unhealthy materials or substances including friable asbestos, as defined by applicable State or Federal law.
2. There are no undisclosed underground storage tanks or associated piping on the property.

The Lessor hereby indemnifies the Postal Service and its officers, agents, representatives, and employees from all claims, loss, damage, actions, causes of action, expense and/or liability resulting from, brought for, or on account of any violation of this clause.

A.18 ADVERTISING OF CONTRACT AWARDS

Except with the contracting officer's prior approval, the contractor agrees not to refer in its commercial advertising to the fact that it was awarded a Postal Service contract or to imply in any manner that the Postal Service endorses its products.

A.19 RECORDING

This agreement or a memorandum hereof, must be recorded at the expense of the Lessor. Such expense includes all fees required for or incident to recording. If the Lessor fails to record the Lease, or a memorandum thereof, the Postal Service may record the Lease or a memorandum thereof, and deduct all costs associated therewith from future rents.

A.20 SUBLEASE

The Postal Service may sublet all or any part of the premises or assign this lease but shall not be relieved from any obligation under this lease by reason of any subletting or assignment.

A.21 ALTERATIONS

The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures or signs in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions or structures so placed in, upon or attached to the said premises shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service. Prior to expiration or termination of this lease the Postal Service may remove such alterations and improvements and restore the premises to as good condition as that existing at the time of entering upon the same under the lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Postal Service has no control, excepted. If however, at the expiration or termination of the lease or any renewal or extension thereof, the Postal Service elects not to remove such alterations and/or improvements, said alterations and/or improvements shall become the property of the Lessor and any rights of restoration are waived.

A.22 APPLICABLE CODES AND ORDINANCES

The Lessor, as part of the rental consideration, agrees to comply with all codes and ordinances applicable to the ownership and operation of the building in which the rented space is situated and to obtain all necessary permits and related items at no cost to the Postal Service.

A.23 DAMAGE OR DESTRUCTION OF PREMISES

If the demised premises or any portion thereof are damaged or destroyed by fire or other casualty, Acts of God, of a public enemy, riot or insurrection or are otherwise determined by the Postal Service to be unfit for use and occupancy, the Postal Service may:

- a. terminate this lease as of the date the premises become unfit for use and occupancy, or
- b. require the Lessor to repair or rebuild the premises as necessary to restore them to tenable condition to the satisfaction of the Postal Service. For any period the premises, or any part thereof, are unfit for use and occupancy, the rent will be abated in proportion to the area determined by the Postal Service to be untenable. Unfitness for use does not include unsuitability arising from such causes as design, size, or location of the premises, or
- c. accomplish all repair necessary for postal occupancy and deduct all such costs, plus administrative burden from future rents.

A.24 LESSOR OBLIGATIONS

The Lessor's obligations regarding the services to be provided are further defined as follows:

- a. If heating system and fuel are furnished - Lessor must furnish heating system together with all fuel required for proper operation of the system during the continuance of the Lease. The system must be in good working order and, if maintained by the Lessor, will be maintained in accordance with the Maintenance Rider attached hereto.
- b. If heat is furnished - Lessor must maintain a uniform heating temperature of 65 degrees F. in all enclosed portions of the demised premises during the continuance of the Lease.

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c. If heating system is furnished - Lessor must furnish heating system in good working order and, if maintained by Lessor, will be maintained in accordance with the Maintenance Rider attached hereto.

d. If lighting fixtures and power are furnished - Lessor must provide light fixtures in good working order as well as pay all recurring electric bills.

e. If light fixtures are furnished - Lessor must provide light fixtures in good working order.

f. If electricity is furnished - Lessor must pay for all recurring electric bills and furnish the electrical system during the continuance of the Lease.

g. If electrical system is furnished - Lessor must furnish an electrical system in good working order having a separate electrical meter.

h. If water system and water are furnished - Lessor must furnish a water system in good working order and pay for all recurring water bills during the continuance of the Lease.

i. If water system is furnished - Lessor must furnish a water system in good working order with separate water meter.

j. If sewerage service is furnished - Lessor agrees to furnish sewerage systems including all equipment, piping, plumbing, lines, connections, septic tanks, field lines and related devices, as necessary and to pay all charges, fees and other costs for such system and services during the continuance of the Lease.

k. If sewerage system is furnished - Lessor agrees to furnish sewerage systems including all equipment, piping, plumbing, lines, connections, septic tanks, field lines, and related devices, as necessary during the continuance of the Lease.

l. Future Availability of Public Water and/or Sewerage Services - Regardless of Lessor's responsibility for water and/or sewerage under this Lease, if public water and/or sewerage services are not currently available, but become available in the future, the Lessor agrees to accomplish connection, maintain, and pay all fees and costs involved in connecting the building system to the public water and/or sewerage systems. After connection, the Postal Service agrees to pay recurring charges for water consumption and use of sewerage services. If connection of such services is optional, the Postal Service will determine if the connection is to be made by the Lessor.

m. If air-conditioning equipment and operating power are provided - Lessor must furnish air-conditioning equipment together with all power required for proper operation of the equipment during the continuance of the Lease. The equipment must be in good working order and, if maintained by the Lessor, will be maintained in accordance with the Maintenance Rider attached hereto.

n. If air-conditioning equipment is furnished - Lessor must furnish air conditioning equipment in the demised premises in good working order and, if maintained by Lessor, will be maintained in accordance with the Maintenance Rider included attached hereto.

o. If air-conditioning is furnished - Lessor must maintain a uniform temperature of no greater than 78 degrees F. in all enclosed portions of the demised premises and be responsible for servicing of the air conditioning equipment including, but not limited to, the replacement of necessary filters and refrigerant as required for proper operation of the equipment together with power, water and other services for its operation.

A.25 LESSOR'S SUCCESSORS

The terms and provisions of this Lease and the conditions herein are binding on the Lessor, and all heirs, executors, administrators, successors, and assigns.

A.26 DRUG-FREE WORKPLACE

a. Applicability. This clause applies to all contracts with individuals without regard to the dollar amount, and to all other contracts over \$50,000.

b. Exceptions. This clause does not apply to those contracts that are to be performed completely outside of the United States, its territories, and possessions.

c. Definitions. As used in this clause:

1. "Controlled substance" means those substances identified in schedules I through V, Section 202 of the Controlled Substances Act (21 U.S.C. 812), and as further defined in 21 CFR Sections 1308.11 through 1308.15.

2. "Conviction" means a finding of guilt (including a finding based on a plea of guilty or a plea of nolo contendere) by any judicial body charged with the responsibility to determine violations of criminal drug statutes.

3. "Criminal drug statute" means a federal or non-federal criminal statute involving drug abuse.

4. "Drug abuse" means the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

5. "Employee" means any person directly engaged in the performance of work under a Postal Service contract.

6. "Individual" means a contractor with no employees other than himself or herself.

7. "Workplace" means any site where work is being done in connection with this contract.

d. Requirements

1. Contractors, except as individuals, must provide a drug-free workplace by:

(a) Publishing, publicly posting, and furnishing each employee a statement that drug abuse in the workplace is prohibited and specifying what actions will be taken against employees for violations of the prohibition;

(b) Establishing a drug-free awareness program to inform all employees about:

(1) The dangers of drug abuse in the workplace;

(2) The contractor's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Notifying all employees that, as a condition of continued employment on this contract, the employee must:

(1) Abide by the contractor's prohibition of drug abuse in the workplace; and

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(2) Notify the contractor of any criminal drug conviction for a violation occurring in the workplace within five (5) days of such conviction;

(d) Notifying the contracting officer within ten (10) days of receiving a notice of a conviction from an employee or otherwise;

(e) Instituting appropriate personnel action, up to and including termination, against an employee or requiring the employee to complete a drug abuse assistance or rehabilitation program approved by a Federal, State, local health, law enforcement, or other appropriate agency within thirty (30) days of receiving a notice of conviction; and

(f) Making consistent and good faith efforts to maintain a drug-free workplace through implementation of paragraphs d.1.(a) through d.1.(e), above.

2. The contractor, if an individual, must not engage in drug abuse in the performance of this contract.

e. Sanctions. Violation of the terms of this clause may be grounds for the termination for default, and suspension or debarment from eligibility for future Postal Service contracts.

A.27 DAVIS-BACON ACT

The following is applicable if this agreement covers premises of net interior space in excess of 6,500 square feet and involves construction work over \$2,000.00.

a. Minimum Wages

1. All mechanics and laborers employed in the contract work (other than maintenance work of a recurring, routine nature necessary to keep the building or space in condition to be continuously used at an established capacity and efficiency for its intended purpose) must be paid unconditionally, and not less than once a week, without deduction or rebate (except for deductions permitted by the Copeland Regulations (29 CFR Part 3)), the amounts due at the time of payment computed at rates not less than the aggregate of the basic hourly rates and rates of payments, contributions, or costs for any fringe benefits contained in the wage-determination decision of the Secretary of Labor, attached hereto, regardless of any contractual relationship alleged to exist between the Lessor, or subcontractor and these laborers and mechanics. A copy of the wage-determination decision must be kept posted by the Lessor at the site of the work in a prominent place where it can easily be seen by the workers.

2. The Lessor may discharge its obligation under this clause to workers in any classification for which the wage-determination decision contains:

(a) Only a basic hourly rate of pay, by making payment at not less than that rate, except as otherwise provided in the Copeland Regulations (29 CFR Part 3); or

(b) Both a basic hourly rate of pay and fringe-benefit payments, by paying in cash, by irrevocably contributing to a fund, plan, or program for, or by assuming an enforceable commitment to bear the cost of, bona fide fringe benefits contemplated by 40 U.S.C. 276a, or by a combination of these.

3. Contributions made, or costs assumed, on other than a weekly basis (but not less often than quarterly) are considered as having been constructively made for a weekly period. When a fringe benefit is expressed in a wage determination in any manner other than as an hourly rate and the Lessor pays a cash equivalent or provides an alternative fringe benefit, the Lessor must furnish information with

the Lessor's payrolls showing how the Lessor determined that the cost incurred to make the cash payment or to provide the alternative fringe benefit is equal to the cost of the wage-determination fringe benefits. When the Lessor provides a fringe benefit different from that contained in the wage determination, the Lessor must show how the hourly rate was arrived at. In the event of disagreement as to an equivalent of any fringe benefit, the contracting officer must submit the question, together with the contracting officer's recommendation, to the Secretary of Labor for final determination.

4. If the contractor does not make payments to a trustee or other third person, the contractor may consider as payment of wages the costs reasonably anticipated in providing bona fide fringe benefits, but only with the approval of the Secretary of Labor pursuant to a written request by the Lessor. The Secretary of Labor may require the Lessor to set aside assets in a separate account, to meet the Lessor's obligations under any unfunded plan or program.

5. The contracting officer will require that any class of laborers or mechanics not listed in the wage-determination but to be employed under the contract will be classified in conformance with the wage-determination and report the action taken to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210-0001, for approval. The contracting officer will approve an additional classification and wage rate and fringe benefits therefor only if:

(a) The work to be performed by the classification requested is not performed by a classification in the wage-determination;

(b) The classification is utilized in the area by the construction industry; and

(c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

6. If the Lessor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate and fringe benefits therefor, the contracting officer must submit the question, together with the views of the interested parties and the contracting officer's recommendation, to the Wage and Hour Administrator for final determination. The Administrator or authorized representative will, within 30 days of receipt, approve, modify, or disapprove every proposed additional classification action, or issue a final determination if the parties disagree, and so advise the contracting officer or advise that additional time is necessary. The final approved wage rate (and fringe benefits if appropriate) must be paid to all workers performing work in the classification under the contract from the first day work is performed in the classification. The Lessor will post a copy of the final determination of the conformance action with the wage-determination determination at the site of the work. (The Department of Labor information collection and reporting requirements contained in subparagraph a.5 above and in this subparagraph a.6 have been approved by the Office of Management and Budget under OMB control number 1215-0140.)

b. Apprentices and Trainees

1. Apprentices may be permitted to work only when (a) registered, individually, under a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, U.S. Department of Labor, or, if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, or (b) if not individually registered in the program, certified by the Bureau of Apprenticeship and Training or State agency (as appropriate) to be eligible to work only if individually registered in a program approved



General Conditions to USPS Lease

by the Employment and Training Administration, U.S. Department of Labor.

2. The ratio of apprentices to journeymen or trainees to journeymen in any craft classification must not be greater than that permitted for the Lessor's entire work force under the registered apprenticeship or trainee program. Apprentices and trainees must be paid at least the applicable wage rates and fringe benefits specified in the approved apprenticeship or trainee program for the particular apprentice's or trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage-determination. If the apprenticeship or trainee program does not specify fringe benefits, apprentices or trainees must be paid in the full amount of fringe benefits listed on the wage-determination for the applicable classification unless the Administrator of Wage and Hour Division determines that a different practice prevails. Any employee listed on a payroll at an apprentice or trainee wage rate not registered, or performing work on the job site in excess of the ratio permitted under the registered program, must be paid the wage rate on the wage determination for the classification of work actually performed.

3. If the Bureau of Apprenticeship and Training or State agency recognized by the Bureau (as appropriate) withdraws approval of an apprenticeship program, or if the Employment and Training Administration withdraws approval of a trainee program, the contractor will no longer be permitted to utilize apprentices or trainees (as appropriate) at less than the applicable predetermined rate for the work performed until an acceptable program is approved. (See 29 CFR 5.16 for special provisions that apply to training plans approved or recognized by the Department of Labor prior to August 20, 1975.)

4. The utilization of apprentices, trainees, and journeymen must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

c. Overtime Compensation

1. The Lessor may not require or permit any laborer or mechanic employed on any work under this contract to work more than 40 hours in any workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), unless the laborer or mechanic receives compensation at a rate not less than one-and-one-half times the laborer's or mechanic's basic rate of pay for all such hours worked in excess of 40 hours.

2. For violations of subparagraph c.1 above, the Lessor is liable for liquidated damages, which will be computed for each laborer or mechanic at \$10 for each day on which the employee was required or permitted to work in violation of subparagraph c.1 above.

3. The contracting officer may withhold from the Lessor sums as may administratively be determined necessary to satisfy any liabilities of the Lessor for unpaid wages and liquidated damages pursuant to subparagraph c.2 above.

d. Payroll and Other Records

1. For all laborers and mechanics employed in the work covered by this clause, the Lessor must maintain payrolls and related basic records and preserve them for a period of three years after contract completion. The records must contain the name, address, and social security number of each employee, the employee's correct classification, rate of pay (including rates of contributions for, or costs assumed to provide, fringe benefits), the daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Lessor has obtained approval from the Secretary of Labor to assume a commitment to bear the cost of fringe benefits

under subparagraph a.4 above, the Lessor must maintain records showing the commitment and its approval, communication of the plan or program to the employees affected, and the costs anticipated or incurred under the plan or program. Lessors employing apprentices or trainees under approved programs must maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

2. The Lessor must submit weekly, for each week in which any work covered by this clause is performed, a copy of all payrolls to the contracting officer. The Lessor is responsible for the submission of copies of payrolls of all subcontractors. The copy must be accompanied by a statement signed by the Lessor indicating that the payrolls are correct and complete, that the wage rates contained in them are not less than those determined by the Secretary of Labor, and that the classifications set forth for each laborer or mechanic conform with the work the laborer or mechanic performed. Submission of the Weekly Statement of Compliance (see 29 CFR 5.5(a)(3)(ii)) required under this agreement satisfies this requirement. As required by this clause, the Lessor must submit a copy of any approval by the Secretary of Labor. (The Department of Labor information collection and reporting requirements in this subparagraph d.2 have been approved by the Office of Management and Budget under OMB control numbers 1215-0140 and 1215-0017.)

3. The Lessor's records required under this clause must be available for inspection by authorized representatives of the contracting officer and the Department of Labor, and the Lessor must permit the representative to interview employees during working hours on the job.

4. The Lessor must comply with the Copeland Regulations of the Secretary of Labor (29 CFR Part 3), which are hereby incorporated in this contract by reference.

e. **Withholding of Funds.** The contracting officer may withhold from the Lessor under this or any other contract with the Lessor so much of the accrued payments or advances as is considered necessary to pay all laborers and mechanics the full amount of wages required by this contract or any other contract subject to the Davis-Bacon prevailing wage requirements that is held by the Lessor.

f. Subcontracts

1. If the Lessor or any subcontractor fails to pay any laborer or mechanic employed on the site of the work any of the wages required by the contract, the contracting officer may, after written notice to the Lessor, suspend further payments or advances to the Lessor until violations have ceased.

A.28 BANKRUPTCY

In the event the Lessor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Lessor will furnish, by certified mail, written notification of the bankruptcy to the contracting officer responsible for administering the contract. The notification must be furnished within five days of the initiation of the bankruptcy proceedings. The notification must include the date on which the bankruptcy petition was filed, the court in which the petition was filed, and a list of Postal Service contracts and contracting officers for all Postal Service contracts for which final payment has not yet been made. This obligation remains in effect until final payment under this contract.

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Representations and Certifications

SECTION B

B.1 TYPE OF BUSINESS ORGANIZATION

The offeror, by checking the applicable blocks, represents that it:

- a. Operates as a corporation incorporated under the laws of the State of Utah an individual, a partnership, a joint venture, a non-profit organization, or an educational institution; and
- b. Is a small business concern, minority-owned business, woman-owned business, labor surplus area concern, educational or other non-profit organization, or none of the above entities.
- c. **SMALL BUSINESS CONCERN.** A small business concern for the purposes of Postal Service procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operations in which it is submitting an offer, and is of a size consistent with the standards set forth by SBA in CFR Part 121, or if no standard has been established, then of a size employing not more than 500 employees. (Also see USPS Procurement Manual, Chapter 10, Section 1.)
- d. **MINORITY-OWNED BUSINESS.** A minority-owned business is a concern that is at least 51 percent owned by, and whose management and daily business operations are controlled by, one or more members of a socially and economically disadvantaged minority group, namely U.S. citizens who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. ("Native Americans" means American Indians, Eskimos, Aleuts, and native Hawaiians. "Asian-Pacific Americans" means those whose origins are in Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands, the Northern Marianas Islands, Laos, Kampuchea, or Taiwan. "Asian-Indian Americans" means those whose origins are in India, Pakistan, or Bangladesh.)
- e. **WOMAN-OWNED BUSINESS.** A woman-owned business is a business which is at least 51 percent owned, controlled, and operated by a woman or women. Controlled is defined as exercising the power to make policy decisions. Operated is defined as actively involved in the day-to-day management.
- f. **LABOR SURPLUS AREA.** A geographical area which at the time of award is either a section of concentrated unemployment or underemployment, a persistent labor surplus area, or a substantial labor surplus area, as defined in this paragraph.
1. Section of concentrated unemployment or underemployment means appropriate sections of States or labor areas so classified by the Secretary of Labor.
 2. Persistent labor surplus area means an area which is classified by the Department of Labor as an area of substantial and persistent labor surplus (also called Area of Substantial and Persistent Unemployment) and is listed as such by that Department in conjunction with its publication, Area Trends in Employment and Unemployment.
 3. Substantial labor surplus area means an area which is classified by the Department of Labor as an area of substantial labor surplus (also called Area of Substantial Unemployment) and which is listed as such by that Department in conjunction with its publication, Area Trends in Employment and Unemployment.
- g. **LABOR SURPLUS AREA CONCERN.** A firm which will perform or cause to be performed a substantial proportion of a contract in a labor surplus area.
- h. **EDUCATIONAL OR OTHER NON-PROFIT ORGANIZATION.** Any corporation, foundation, trust, or other institution operated for scientific or educational purposes, not organized for profit, no part of the net earnings of which inures to the profits of any private shareholder or individual.

B.2 PARENT COMPANY AND TAXPAYER IDENTIFICATION NUMBER

a. A parent company is one that owns or controls the basic business policies of an offeror. To own means to own more than 50 percent of the voting rights in the offeror. To control means to be able to formulate, determine, or veto basic business policy decisions of the offeror. A parent company need not own the offeror to control it; it may exercise control through the use of dominant minority voting rights, proxy voting, contractual arrangements, or otherwise.

b. Enter the offeror's Taxpayer Identification Number (TIN) in the space provided. The TIN is the offeror's Social Security Number or other Employee Identification Number used on the offeror's Quarterly Federal Tax Return, U.S. Treasury Form 941.

Offeror's TIN: 87-02527
87-0502527

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JE.



Representations and Certifications

c. Check this block if the offeror is owned or controlled by a parent company.

d. If the block above is checked, provide the following information about the parent company:

Parent Company's Name: _____
Parent Company's Main Office Address: _____
No. and Street: _____
City: _____ State: _____ Zip Code: _____
Parent Company's TIN: _____

e. If the offeror is a member of an affiliated group that files its federal income tax return on a consolidated basis (whether or not the offeror is owned or controlled by a parent company, as provided above) provide the name and TIN of the common parent of the affiliated group:

Name of Common Parent: _____
Common Parent's TIN: _____

B.3 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

a. By submitting this proposal, the offeror certifies, and in the case of a joint proposal each party to it certifies as to its own organization, that in connection with this solicitation:

1. The prices proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other offeror or with any competitor;
2. Unless otherwise required by law, the prices proposed have not been and will not be knowingly disclosed by the offeror before award of a contract, directly or indirectly to any other offeror or to any competitor; and
3. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

b. Each person signing this proposal certifies that:

1. He or she is the person in the offeror's organization responsible for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to paragraph a above; or
2. He or she is not the person in the offeror's organization responsible for the decision as to the prices being offered but that he or she has been authorized in writing to act as agent for the persons responsible in certifying that they have not participated, and will not participate, in any action contrary to paragraph a above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to paragraph a above.

c. Modification or deletion of any provision in this certificate may result in the rejection of the proposal as unacceptable. Any modification or deletion should be accompanied by a signed statement explaining the reasons and describing in detail any disclosure or communication.

B.4 CONTINGENT FEE REPRESENTATION

a. The offeror must complete the following representations:

1. The offeror has has not employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract.
2. The offeror has has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee, contingent upon or resulting from the award of this contract.

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b. If either representation is in the affirmative, or upon request of the contracting officer, the offeror must furnish, in duplicate, a completed Form 7319, "Contractor's Statement of Contingent or Other Fees," and any other information requested by the contracting officer. If the offeror has previously furnished a completed Form 7319 to the office issuing this solicitation, it may accompany its proposal with a signed statement--

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Representations and Certifications

1. Indicating when the completed form was previously furnished;
2. Identifying the number of the previous solicitation or contract, if any, in connection with which the form was submitted; and
3. Representing that the statement on the form is applicable to this proposal.

c. Licensed real estate agents or brokers having listings on property for rent, in accordance with general business practice, and who have not obtained such licenses for the sole purpose of effecting this lease, may be considered as bona fide employees or agencies within the exception contained in this clause.

B.5 CERTIFICATION OF NONSEGREGATED FACILITIES

a. By submitting this proposal, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

b. As used in this certification, "segregated facilities" means any waiting rooms, work areas, rest rooms or wash rooms, restaurants or other eating areas, time clocks, locker rooms or other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, or housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

c. The offeror further agrees that (unless it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors before awarding subcontracts exceeding \$10,000 that are not exempt from the provisions of the Equal Opportunity clause; that it will retain these certifications in its files; and that it will forward the following notice to these proposed subcontractors (except when they have submitted identical certifications for specific time periods).

NOTICE

A certification of nonsegregated facilities must be submitted before the award of a subcontract exceeding \$10,000 that is not exempt from the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (quarterly, semiannually, or annually).

B.6 CLEAN AIR AND WATER CERTIFICATION

a. This certification applies only if (1) the offer exceeds \$100,000, (2) the offer is for an indefinite-quantity and indicates that orders for estimating quantities will exceed \$100,000 in any year, (3) a facility to be used is listed on the EPA List of Violating Facilities because of a criminal conviction, or (4) the contract is not otherwise exempt.

b. The offeror (1) certifies, by checking the applicable box, that any facility to be utilized in the performance of the proposed contract is, is not listed on the Environmental Protection Agency List of Violating Facilities as of the date of this proposal, and (2) agrees to notify the contracting officer promptly if any communication is received from the Environmental Protection Agency before contract award indicating that any such facility is under consideration for inclusion on the list.

B.7 LEASES BETWEEN THE POSTAL SERVICE AND ITS EMPLOYEES, CONTRACT EMPLOYEES, OR BUSINESS ORGANIZATIONS SUBSTANTIALLY OWNED OR CONTROLLED BY POSTAL SERVICE EMPLOYEES OR CONTRACT EMPLOYEES

By submitting this proposal, the offeror certifies that the offeror is, is not an employee, a personal service contract employee or a member of the immediate family of a Postal Service employee or personal service contract employee OR a business organization (partnership, corporation, joint venture, etc.) substantially owned or controlled by a Postal Service employee, a personal service contract employee, or a member of the immediate family of a Postal Service employee or personal service contract employee. "Immediate family" means spouse, minor child or children, and other individuals related to the employee by blood who are residents of the employee's household.

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Maintenance Rider USPS Responsibility (Partial)

a. If the Postal Service is assuming maintenance responsibility for the demised premises for the first time, the Lessor must correct all maintenance deficiencies and obtain a written certification from a professional HVAC firm that the heating, ventilating and air conditioning systems have been maintained and are in proper working condition. The Lessor will remain responsible until all deferred maintenance work has been completed to the satisfaction of the Postal Service and Postal Service is in receipt of and accepts the aforementioned written certification.

b. The term "demised premises" as used in this rider includes the premises described in the Lease, the improvements and appurtenances to such premises and all equipment and fixtures furnished, or to be furnished, by the Lessor under this Lease.

c. The Postal Service is responsible for ordinary repairs to, and maintenance of the demised premises except for those repairs that are specifically made the responsibility of the Lessor in this Lease. The responsibility of the Postal Service as stated herein will be fulfilled at such time and in such manner as the Postal Service considers necessary to keep the demised premises in proper condition.

d. The Lessor is responsible for:

(1) Repairs to all common or joint use areas, common or joint use equipment and fixtures that may be included as part of this Lease.

(2) All repairs to structural elements and all parts of the roof system. The term "structural elements" as used in this clause is limited to the foundation, bearing walls, floors (not including floor covering), and column supports. The roof system includes, but is not limited to, the roof covering, flashing and insulation.

(3) Repairs resulting from Acts of God, of a public enemy, riot or insurrection.

(4) Inspection, prevention and eradication of termites and any other wood eating insects and for repairs of any damage resulting therefrom.

(5) Repairs resulting from defects in building construction or installation of equipment, fixtures, or appurtenances furnished by the Lessor.

(6) Repairs resulting from fire or other casualties, unless such casualties were caused by the negligence of employees or agents of the Postal Service.

(7) Any ordinary repairs by the Postal Service which were made necessary by the failure of any element for which the Lessor is responsible.

e. When the need arises for repairs which are the responsibility of the Lessor, including any repairs or actions for which the Lessor is responsible under paragraph a. hereof, the Postal Service will (except in emergencies) give the Lessor written notice of the needed repairs and will specify a reasonable deadline for completion of the work. A copy of such notice will be sent by certified or registered mail to the Lessor's mortgagee and assignee of monies due or to become due pursuant to this Lease whose names and addresses have been furnished to the Postal Service by the Lessor. If none of these parties (lessor, mortgagee or assignee) proceed with the work with such diligence so as to ensure completion within the time specified in the notice (or any extension thereof granted at the sole discretion of the Postal Service) or actually fails to complete the work within said time, the Postal Service has the right to perform the work, by contract or otherwise, and withhold the cost of such work (which may include administrative cost and/or interest) from payments due under this Lease. In addition, the Postal Service may proportionally abate the rent for any period the demised premises, or any part thereof, are determined by the Postal Service to have been rendered unavailable to it by reason of such condition. Alternatively, the Postal Service may, if the demised premises are determined to be unfit for occupancy, at its sole discretion, cancel this Lease without liability.

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Tax Rider Percentage Reimbursement of Paid Taxes

Assessor's Parcel Number:

a. The Lessor agrees to pay all taxes levied against the property subject to this Lease. During the basic term of this Lease and any renewal periods, the Postal Service will reimburse the Lessor as additional rent, .24 percent of the total general real estate taxes less an equal percent of any discount of the total general real estate taxes offered for prompt or early payment whether or not the Lessor has taken advantage thereof. Reimbursement will be made promptly after submission by the Lessor of the tax statement, receipts (or other documentary evidence of payment), and a correctly calculated invoice, upon final payment of the annual taxes due. General real estate taxes are taxes which are assessed on an ad valorem basis, against all taxable real property in the taxing authority's jurisdiction without regard to benefit to the property, for the purpose of funding general governmental services and will exclude any fine, interests, or penalty for nonpayment thereof. The Lessor must pay all assessments, "special assessments," and fees of every other kind and nature other than general real estate taxes without reimbursement by the Postal Service. Assessments, "special assessments," or like charges are not considered general real estate taxes under the terms of this Lease.

b. If a part of said general real estate taxes applies to any period prior to the commencement of this Lease or subsequent to the expiration of the term of this Lease and the remainder of the general real estate taxes applies to the period of time within the term of this Lease, the Postal Service will be liable to reimburse the Lessor in the aforesaid manner for only that portion of said taxes applying to the period of time within the term of this Lease.

c. In the event that general real estate taxes for any tax year or part thereof within the term hereby demised apply to the land only, the provisions of this entire tax article will be and remain operative in the same manner and to the same extent as though said taxes applied to both land and buildings.

d. The Lessor must furnish the Postal Service copies of all tax bills and notices which may affect the valuation of said land and buildings for general real estate tax purposes or which may affect the levy or assessment of general real estate taxes thereon. Such notices must be delivered or mailed within three (3) days upon the receipt thereof by the Lessor to:

CONTRACTING OFFICER, DENVER FACILITY SERVICE OFFICE
8055 E TUFTS AVE #400, DENVER, CO 80237-2881

or to such other office as the Postal Service may later direct in writing. The Lessor must pay said general real estate taxes under protest when requested to do so by the Postal Service. The Postal Service may contest the validity of any valuation for general real estate tax purposes or of any levy or assessment of any general real estate taxes by appropriate legal proceedings either in the name of the Postal Service or in the name of the Lessor or in the names of both. The Lessor, upon reasonable notice and request by the Postal Service, must join in any proceedings, but will not be subject to any liability for the payment of penalties, costs, or legal expenses in connection with any proceedings brought by the Postal Service. The Postal Service hereby covenants to indemnify and save harmless the Lessor from any such penalties, costs, or expenses. The Lessor must cooperate with the Postal Service in any such proceeding and execute any documents or pleadings required for such purposes provided the Lessor is reasonably satisfied that the facts and data set forth in such documents or pleadings are accurate.

e. As the payer of a percentage of the general real estate taxes, the Postal Service is entitled to a proportionate share of any and all monies obtained through refunds and remissions of general real estate taxes that have been paid in any year subsequent to the commencement of the Lease. In the event that any of the monies paid as general real estate taxes, in accordance with the terms noted above, are refunded to the Lessor, as a result of an assessment appeal or protest action, the settlement of such action, or for any other reason whatsoever, such refunded monies must be forwarded within ten days to the Postal Service. If Lessor is informed that he is entitled to a refund or remission of monies paid as general real estate taxes upon the submission of an application, the Lessor must promptly prepare and file such applications and upon receipt of such refund or remission, forward it within ten (10) days to the Postal Service. The Postal Service reserves the right to offset refund and remission payments not so forwarded, against rental or other payments due the Lessor.

f. In the event that the site is enlarged or decreased, or the building is altered in any way that may affect the assessment value of the total property, the percentage shown in paragraph (a) above, will be recomputed to reflect the correct proportion of the value of the post office space to the relative value of the total property. It is the responsibility of the Lessor to inform the Postal Service of any such changes.

The percentage shown in paragraph (a) above was computed as follows:

Total building interior space of 48,820 sq. ft. divided by USPS interior space of 11,792 sq. ft.

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Maintenance Rider Underground Storage Tanks Lessor Responsibility

a. The term "Underground Storage Tank" (UST) as used in this lease rider, is defined as a tank system, including ancillary equipment (pipings and flanges, valves, pumps) connected to it, with ten percent or more of the UST's volume below ground. USTs include underground heating oil tanks (where regulated by law) and all USTs associated with fleet vehicle operations.

b. The lessor is responsible for:

(1) UST system maintenance, initial tank registration, applicable fees, reporting, tank and pipeline tightness testing, testing for soil and groundwater contamination, removal, replacement, upgrades, and closure. If the Postal Service requests tests additional to those required by federal, state, and/or local law, these tests will be completed, by the lessor, at Postal Service expense.

(2) Repairs or replacement resulting from any cause including, but not limited to, acts of God or a public enemy, or fires or other casualty, except where such damage or casualty was caused by the negligence of employees or agents of the Postal Service.

(3) Any UST upgrades resulting from changes in federal, state, and/or local law, whichever is more stringent, except where additional upgrades are required by the Postal Service which exceed those required by the applicable federal, state, and/or local law. Such additional upgrades, as required by the Postal Service, will be at Postal Service expense.

(4) Expenses incurred by the Postal Service which were made necessary due to the failure of any element for which the lessor is responsible.

(5) Providing the Postal Service with copies of all UST system documents (including, but not limited to, test results and permits) within thirty (30) days of lessor's receipt thereof.

c. The Postal Service shall be responsible for UST system daily operations, including product input/output monitoring.

d. If requested by the lessor, the Postal Service will provide the lessor with necessary documents (emergency action plan, etc.) which may be required by state and/or local law for tank registration.

e. When the Postal Service becomes aware of the need for effecting repairs, maintenance, upgrades, replacement, removal, closure, and/or clean-up activities for which the lessor is responsible, the Postal Service will give the lessor prompt written notice (except in emergency situations where notice shall be given as soon as is practicable), by certified or registered mail, and will specify a reasonable deadline for completion of the work. If the lessor fails to proceed with the work with such diligence so as to ensure completion within the time specified in the notice (or any extension thereof granted at the sole discretion of the Postal Service) or fails to perform the work, by contract or otherwise, and withhold the cost of such work, plus administrative costs, from rental payments due or to become due under this lease or to recoup said costs through any other means available to the Postal Service.

There are no storage tanks on this property to my knowledge.

The Sweet Family Trust
By Arthur Sweet

Trustee

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Mortgagee's Agreement

(To be executed and attached to lease before it is recorded)

Facility Name/Location OGDEN - TOWNE STATION (496494-014)

County: WEBER
Project: E60716

The undersigned,
holder(s) of a mortgage in the sum of *J*
on the property situated at:

hereby consent(s) to the leasing of said property to the U.S. Postal Service and agree(s) for itself, its successors, executors, administrators, and assigns that in the event it should become necessary to foreclose said mortgage the mortgagee will cause the sale of said premises to be made subject to said lease.

Mortgagee Company

By: _____
Signature of Mortgagee's Officer

Its _____
Title of Mortgagee's Officer

Street Address

City, State and ZIP+4

Witness

Subscribed and Sworn to before me, a notary public, in and for County, State of _____

this _____ day of _____

Notary Public

My commission expires _____

This property is owned by
The Sweet Family Trust
* *Arthur Sweet*
Trustee

Trustee
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Designation of Emergency Repair Personnel

Return completed, signed copy of this form to: JEAN S BERG PROJECT MANAGER RE DENVER FACILITY SERVICE OFFICE 8055 E TUFTS AVE #400 DENVER, CO 80237-2881	Postal Unit: TOWNE STATION
	Street Address:
	City, State, ZIP + 4: OGDEN UT, 84491-9998
Owner: OGDEN TRUE VALUE, INC. P O BOX 1463, OGDEN, UT 84402-1463	

Contact the following personnel for emergency repairs for those services that are my responsibility under the terms of the lease, when I (or my agent) cannot be reached after a reasonable period of time at Area Code & Telephone

(801) 392-1000

In the event the Postal Service is unable to contact the designated emergency repair person or such person is unavailable to perform necessary emergency repairs, the Postal Service is authorized to arrange for such repairs by repair personnel selected by the Postal Service with cost thereof to be reimbursed by the lessor.

For Roofing/ Structural Emergencies <input type="checkbox"/> Check if Not Applicable	Hunt Construction / Bruce Hunt 2484 N. 750 E. Ogden UT 84414 (801) 621-7771
For Electrical Emergencies <input checked="" type="checkbox"/> Check if Not Applicable	
For Plumbing Emergencies <input checked="" type="checkbox"/> Check if Not Applicable	
For Heating, Ventilating and Air-Conditioning Emergencies <input checked="" type="checkbox"/> Check if Not Applicable	
For Other Emergencies (Windows, Doors, Locks, Etc.) <input checked="" type="checkbox"/> Check if Not Applicable	

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Sign Original

This letter is not intended to, nor does it in any way, increase my responsibilities as owner (or agent w/ owner) of the property to the occupant, the U.S. Postal Service.	Signature of Owner or Owner's Agent <i>Jeff J. Ebert</i>	Date 10/14/97
	Name (Typed or Printed) JEFF J. EBERT	
	Street Address PO Box 1463	
	City, State, ZIP + 4 Ogden, Ut. 84401-1463	