UNITED STATES POSTAL SERVICE
LEASE

FACILITY NAME: Main Office Tad, WV 25201-9998

1. This LEASE, made and entered into November 18, 1991 by and between Marcus E. Kilburn, hereinafter called the lessor, whose address is:

2610 Montana Avenue
Hurricane, WV 25526-1113

for lessor and lessor's heirs, administrators, successors, and assigns and the United States Postal Service, hereinafter called the Postal Service:

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

2. The Lessor hereby leases to the Postal Service the following described premises, viz.:

Beginning at a point in the middle of the wagon road in Big Bottom Hollow, on Campbell's Creek, which point is in the edge of the Campbell's Creek Railroad Company's Right of Way at an iron stake N 13 degrees 28' W. 83.25 feet to an iron pin; thence S 68 degrees 55' W. 165.74 feet to an iron pin; thence S 2 degrees 30' E. 83.95 feet to an iron pin in the middle of the wagon road in Big Bottom Hollow; thence N 70 degrees E. 181.40 feet to the place of beginning.

Upon which is a one-story masonry building and which property contains areas, spaces, improvements, and appurtenances as follows:

AREA	DIMENSIONS	NET SQ. FEET
First Floor		928
Platform		106
Driveway		
Parking and Maneuvering		6,612

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

The term beginning October 1, 1991 and ending September 30, 2006 for a total of Fifteen (15) years.

4. RENTAL. The Postal Service will pay the lessor an annual rental of:

Eight thousand nine hundred ninety-five and 00/00 dollars, $8,995.00

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 made payable to:

Marcus E. Kilburn
2610 Montana Avenue
Hurricane, WV 25526

5. 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
FIRST	Five (5)	$10,500.00
SECOND	Five (5)	$11,000.00
THIRD	Five (5)	$11,500.00

Provided that notice is sent in writing to the lessor Sixty (60) days before the end of the original lease term or any renewal term. All other terms and conditions of this lease will remain the same during any renewal term unless stated otherwise herein.

6. The undersigned has completed the "Representations and Certifications", in Section C.

It is expressly understood between the parties hereto that the terms and conditions of the Agreement to Lease executed by Marcus E. Kilburn and accepted by the Postal Service on May 22, 1991, including any amendments or modifications thereto, are made part of this lease and are to be complied with as though fully set forth herein.

Main Office Tad, WV 25201-9998

EXECUTED BY LESSOR this 17th day of DECEMBER, 1991.

By: Marcus E. Kilburn
(Signature)

Name of Individual: Marcus E. Kilburn

Street Address: 2610 Montana Avenue

City, State, and ZIP + 4: Hurricane, WV 25526-1113

Telephone No.: (304) 562-9109

OFFICIAL SEAL
NOTARY PUBLIC
STATE OF WEST VIRGINIA
PEGGY RAY
Rt. 1, Box 478½
Charleston, W.Va. 25312
My Commission Expires Nov. 25, 1997

Taxpayer Identification No. or Social Security No.: 235-66-3006

WITNESSES: [illegible]
J.E. McCallister

Peggy Ray, Notary

ACCEPTANCE BY THE POSTAL SERVICE

Date: Dec 30, 1991 By: Thomas C. Kilgallen
(Signature)

Name:
Title: ,Contracting Officer
Address: Facilities Service Office Telephone:
U. S. Postal Service P. O. Box 701
Columbia, MD 21045-0701

SECTION A

TERMS AND CONDITIONS

A.1 LESSOR OBLIGATIONS (FUEL AND HEAT) (Clause OB-940) ALTERNATE III (August 1988)

Lessor must furnish a heating system of sufficient size and capacity to provide uniform temperature in all portions of the demised premises in accordance with contractual requirements, and if not specifically specified in the contractual requirements, to furnish a heating system of sufficient size and capacity to provide uniform temperature of 65 degrees F. in all portions of the demised premises.

A.2 LESSOR OBLIGATIONS (LIGHT) (Clause OB-941) ALTERNATE II (August 1988)

Lessor agrees to provide and install light fixtures in accordance with contractual requirements.

A.3 LESSOR OBLIGATIONS (POWER) (Clause OB-942) (August 1988) ALTERNATE I

Lessor agrees to furnish all power (electrical system) during continuance of the lease.

A.4 LESSOR OBLIGATIONS (WATER) (Clause OB-943) (June 1988)

Lessor agrees to furnish and pay for all water from private sources during continuance of the lease.

A.5 LESSOR OBLIGATIONS (SEWERAGE) (Clause OB-945) (June 1988)

Lessor agrees to furnish and pay for private sewerage service during continuance of the lease including septic tanks, field lines, connections, etc.

A.6 LESSOR OBLIGATIONS (AIR CONDITIONING) (Clause OB-946) ALTERNATE II (August 1988)

Lessor agrees to furnish air conditioning equipment in accordance with contractual requirements.

A.7 WATER/SEWERAGE SERVICES - FUTURE AVAILABILITY (Clause OB-901) (June 1988)

If public water and/or sewerage services become available, the lessor agrees to accomplish connection and pay all fees and costs involved in connecting the building systems to the public water and 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 determines if such services are connected.

A.8 DEFINITIONS (Clause B-1) ALTERNATE I (June 1988)

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 officer or employee who is a properly designated 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", "contractor" or "lessor" means the party whose proposal is accepted by the Postal Service.

A.9 EXECUTION REQUIREMENTS (Clause OB-952)
ALTERNATE I (June 1988)

a. All co-owners and all other persons having or to have a legal interest in the property must execute the Lease. If required by the Postal Service, the offeror must submit adequate evidence of title.

b. If the offeror is married, the husband or wife of the offeror must also execute the Lease. Marital status of all individuals must be shown.

c. Where the offeror is an unincorporated firm or copartnership, each member and the wife or husband 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 municipal corporation, fraternal order or society, the Lease must be accompanied with 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.

A.10 MORTGAGEE'S AGREEMENT (Clause OB-958) (June 1988)

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 may be required to furnish a mortgagee's subordination agreement before the final lease is executed in a form suitable to the Postal Service.

A.11 TERMINATION FOR DEFAULT - DAMAGES FOR DELAY - TIME EXTENSIONS (Clause OB-960) (June 1988)

a. If the contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the Service may, by written notice to the contractor, terminate his right to proceed with the work. Whether or not the contractor's right to proceed with the work is terminated, he and his sureties must be liable for any damage to the Postal Service resulting from his refusal or failure to complete the work within the specified time.

b. The contractor's right to proceed must not be so terminated nor the contractor charged with resulting damage if:

(1) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault of negligence of the contractor, including but not restricted to acts of God, acts of the public enemy, acts of Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Postal Service, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the contractor and such subcontractors or suppliers; and

(2) The contractor, within 10 days from the beginning of any such delay (unless the contracting officer grants a further period of time before completion and acceptance under the contract), notifies the contracting officer in writing of the causes of delay.

c. The contracting officer must ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of facts justify such an extension, and his findings of fact must be final and conclusive on the parties, subject to appeal as provided in the clause of this contract entitled "Claims and Disputes." Pending final decision on a extension of time hereunder, the contractor must proceed diligently with the performance of the contract and in accordance with the contracting officer's decision. Inability to comply with state, city or local construction or zoning laws or ordinances, or with restrictive covenants, must not normally be regarded as an unforeseeable cause. Provided, however, that if the contractor must acquire the demised property, an interest therein or an option to purchase the same by or through assignment or transfer from the Postal Service, and if in the course of such laws or ordinances or restrictive covenants, then this agreement

must be and become terminated with no further liability on the part of either party unless such laws or ordinances or restrictive covenants are suitably changed or removed in accordance with an option or other agreement with the owner which so provides.

d. The rights and remedies of the Postal Service provided in this clause are in addition to any other rights and remedies which may be available to the Postal Service by law or under this agreement.

A.12 INSPECTION (Clause OB-961) (June 1988)

a. The lessor must, without charge, replace any material, correct any workmanship or supply omitted work found by the Postal Service not to comply with the contract requirements, unless in its interest the Postal Service consents to accept such material or workmanship or omitted work with an appropriate adjustment in the rental.

b. The premises and building must be accessible for inspection by the authorized representative of the contracting officer who must be authorized to determine whether contractual requirements are being met during construction and for acceptance inspection of construction of the facility.

c. If the lessor does not replace rejected material, correct rejected workmanship, or supply omitted work, then in addition to any other remedies available to it, the Postal Service may, by contract or otherwise, replace such material or workmanship, or supply such omitted work and charge the cost thereof to the successful offeror by a deduction from the rentals as they accrue.

d. In the absence of a specific agreement, time allowed for completion of any work required under the provisions of this paragraph is limited to thirty (30) days.

e. The lessor must give the contracting officer at least forty-five (45) days advance written notice or the date the work will be fully completed and ready for acceptance inspection and tests.

A.13 STORAGE OF EQUIPMENT (Clause OB-962) (June 1988)

The Postal Service may, without additional compensation, store, assemble, and install Postal Service-owned furnishings and equipment in the premises at any time prior to completion date. Such action by the Postal Service must not be construed as constituting occupancy under the agreement to lease. Such action must be accompanied in a manner which will not unreasonably interfere with the lessor's completion of work under this agreement.

A.14 EQUAL OPPORTUNITY (Clause 10-9) (October 1987)

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 workers' 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 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.15 FACILITIES NONDISCRIMINATION (Clause OB-955)
(June 1988)

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 must 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 must 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.16 NONDISCRIMINATION BECAUSE OF AGE (Clause OB-963)
(June 1988)

Pursuant to Executive Order 11141 of February 12, 1964, it is the policy of the Executive Branch of the Government that (1) contractors and subcontractors engaged in the performance of Federal contracts must not, in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan, or statutory requirement, and (2) that contractors and subcontractors, or persons acting on their behalf, must not specify, in solicitations or advertisements for employees to work on Government contracts, a maximum age limit for such employment unless the specified maximum age limit is based upon a bona fide occupational qualifications, retirement plan, or statutory requirement.

A.17 OFFICIALS NOT TO BENEFIT (Clause 1-4) (October 1987)

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.18 COVENANT AGAINST CONTINGENT FEES (Clause 1-6)
(June 1988) ALTERNATE I

The lessor warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the lessor for the purpose of securing business. For breach or violation of this warranty the Postal Service must have the right to annul this lease without liability or in its discretion to deduct from the rental price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage,

or contingent fee. 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.19 ASSIGNMENT OF CLAIMS (Clause B-8) (October 1987)

a. If this contract provides for payments aggregating $10,000 or more, claims for monies 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;

2. The surety or sureties upon any bonds; and

3. The office, if any, designated to make payment, and the contracting officer has acknowledged the assignment in writing.

b. 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.

A.20 LICENSES, PERMITS, SAFETY, INDEMNIFICATION (Clause OB-950) (June 1988)

a. The lessor must, without additional expense to the Postal Service, be responsible for obtaining any necessary licenses and permits required for privately owned buildings, and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, in connection with the performance of the work. He must take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

b. The lessor must indemnify 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 personal injury or death or property damage received or sustained by any persons or property, growing out of occurring, or attributable to any negligent work performance under or related to this contract.

A.21 COMPLIANCE WITH OSHA STANDARDS (Clause OB-954) (June 1988)

To the extent this agreement is for construction, alteration, and/or repairs, 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 work place 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.22 COMPLIANCE BY STATES WITH LABOR STANDARDS (Clause 10-6) ALTERNATE I (June 1989)

The contractor agrees to comply with the Contract Work Hours and Safety Standards Act - Overtime Compensation clause of this contract and with applicable OSHA standards, to provide for similar compliance in subcontracts with States or political subdivisions thereof, and to insert the clauses in all subcontracts with private persons or firms.

A.23 SITE (Clause OB-912) (June 1988)

Offerors must examine the site and be thoroughly acquainted with conditions thereon. The lessor will be responsible for site conditions including but not limited to subsurface or latent physical conditions or unknown physical conditions of an unusual nature differing materially from those ordinarily encountered.

A.24 DESIGN AND APPROVAL REQUIREMENTS (Clause OB-966) (June 1988)

a. The lessor must employ the services of an architect-engineer, who is licensed to practice in the state in which the facility is located, to prepare for the approval of the Postal Service, complete specifications and working drawings including architectural, structural, mechanical, electrical and site improvement work for the construction of the facility in accordance with all requirements included in this agreement. All final drawings must bear the appropriate registration seal. All fees or charges required for architect/engineer services, for necessary permits or approvals, for connection charges, or for similar fees incidental to construction of the facility must be at lessor's sole cost and experience.

b. All submissions required for approval by the Postal Service must be correlated, checked and signed by a responsible official of the architect-engineer's firm and must be accompanied by a certification in the following format:

"I certify that all phases of this project (1) have been coordinated and checked for accuracy, (2) are complete in accordance with all applicable requirements, and (3) are in compliance with local building codes and Postal Service requirements."

c. All improvements, including new building(s) and all appurtenances thereto, must be designed and constructed in conformity with all applicable local laws, ordinances, and regulations which relate to construction, safety and sanitation or, in the absence of such codes, ordinances or regulations, in conformity with one of the following codes: Southern Building Code Congress, "Southern Standard

Building Code"; International Conference of Building Officials; "Uniformed Building Code"; Building Officials Conference of America, Inc., or "Basic Building Code". The final drawings must be signed and sealed by the architect-engineer with this statement:

"This building has been designed and must be constructed in strict accordance with the building (regulations)(code) dated ."

d. The minimum requirements established by this agreement must not be construed as lowering the standards established by the local, county, or state laws, ordinances, or regulations. When such local, county or state requirements are more stringent than the minimum requirements set forth in this Agreement to Lease, the more stringent requirements must govern.

e. Approval by the Postal Service of any drawings and specifications constitutes approval of general arrangement only and is not to be construed as waiving or changing any requirements set forth in this Agreement to Lease unless a deviation, waiver or other change is specifically identified and approved by the contracting officer.

f. The lessor must be responsible, in all cases, for the proper design and coordination of architectural, structural, plumbing, electrical, heating, ventilation, air conditioning, site elements, etc., for the facility.

g. Unless otherwise specified, no construction activity at the site may be commenced until the lessor has received written notice from the contracting officer as to approval of final drawings and specifications. Changes or modifications which may be required during construction must be approved in writing by the contracting officer prior to proceeding with such changes.

A.25 EXAMINATION OF RECORDS (Clause B-14) (October 1987)

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.26 CLEAN AIR AND WATER (Clause 10-19) (October 1987)

The contractor agrees--

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.27 CLAIMS AND DISPUTES (Clause B-9) (June 1988)

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.28 DISPUTES CONCERNING LABOR STANDARDS (Clause OB-956)
(June 1988)

Disputes arising out of the labor standards provisions of this contract will not be subject to the Claims and Disputes clause of this contract. Such disputes must be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause includes disputes between the lessor (or any of the lessor's subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

A.29 AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (Clause 10-15) (October 1987)

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 workers' 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 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 these provisions, including action for noncompliance.

A.30 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (Clause 10-16) (October 1987)

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 nonveterans. 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 nonproduction; plant and office; laborers and mechanics; supervisory and nonsupervisory; 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 these provisions, including action for noncompliance.

A.31 SAFETY AND HEALTH STANDARDS (Clause B-28)
(October 1988)

a. Materials, supplies, articles, or equipment manufactured or furnished under this contract or order must conform to the Occupational Safety and Health Standards (29 CFR 1910) pursuant to authority in the Occupational Safety and Health Act of 1970 (OSHA), and to other safety and health requirements specified in this contract or order.

b. If no OSHA standard exists, Federal or other nationally recognized standards apply. Copies of current Occupational Safety and Health Standards are available from regional and/or area offices of the U.S. Department of Labor, Occupational Safety and Health Administration.

c. If this contract or order contains a Postal Service standard and an OSHA standard covering the same general area of applicability, the Postal Service

standard governs and takes precedence, unless the OSHA standard contains more rigorous or stringent safety requirements, in which case the OSHA standard governs and takes precedence.

d. Upon delivery of the first article under the contract or order, or if none, upon delivery of the first production quantity, the contractor must execute a certification in a form acceptable to the contracting officer, attesting to the conformance of the delivered items to the requirements of this clause.

A.32 GRATUITIES (Clause 1-5) (October 1987)

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.

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.33 ASBESTOS USE OR DISCOVERY OF ASBESTOS
(Clause OB-903) (August 1988)

a. The lessor will not use friable asbestos in any construction, modification, or renovation work performed by the lessor or by a subcontractor.

b. If the Postal Service detects or identifies the presence of friable asbestos at the facility during the term of the lease, the lessor must contain or remove it according to a determined procedure. The procedure will be determined by the Postal Service, following consultation with a qualified official, and then will be outlined in reasonable detail and made available to the lessor for comment. After a five-day comment period (subject to extension if warranted), a Notice to Proceed will be issued to the lessor. The expense of any containment or removal procedure will be borne by the lessor.

c. Failure of the lessor to commence performance of the containment or removal procedure within 30 days after receiving the Notice to Proceed will give the Postal Service the immediate right to perform the work, and to deduct from the rent the cost of the work, associated administrative costs, and a portion of the rent reflecting total or partial impairment of Postal Service use of the facility. The Postal Service may also vacate the facility and discontinue rent payments.

d. "Friable asbestos" means any material containing more than 1 percent asbestos by weight that hand pressure can crumble, pulverize, or reduce to powder when dry.

A.34 UREA FORMALDEHYDE (Clause OB-904) (June 1988)

a. The lessor will not use urea formaldehyde insulation in any form in any construction, modification, or renovation work performed by the lessor or by a subcontractor.

b. If the Postal Service detects or identifies the presence of urea formaldehyde foam insulation at the facility during the term of the lease, the lessor must contain or remove it according to a determined procedure. The procedure will be determined by the Postal Service, following consultation with a qualified official, and then will be outlined in reasonable detail and made available to the lessor for comment. After a five-day comment period (subject to extension if warranted), a Notice to Proceed will be issued to the lessor. The expense of any containment or removal procedure will be borne by the lessor.

c. Failure of the lessor to commence performance of the containment or removal procedure within 30 days after receiving the Notice to Proceed will give the Postal Service the immediate right to perform the work, and to deduct from the rent the cost of the work, associated administrative costs, and a portion of the rent reflecting total or partial impairment of Postal Service use of the facility. The Postal Service may also vacate the facility and discontinue rent payments.

A.35 CONVICT LABOR (Clause 10-3) (October 1987)

In connection with the work under this contract, the contractor agrees not to employ any person undergoing sentence of imprisonment, except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c)(2)) and Executive Order 11755, December 29, 1973.

A.36 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (Clause 10-4) (April 1989)

a. Overtime Requirements. No contractor or subcontractor contracting for any part of the contract work may require or permit any laborer or mechanic to work more than 40 hours in any workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act, 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.

b. Violation, Liability for Unpaid Wages, and Liquidated Damages. In the event of any violation of paragraph a above, the contractor and any subcontractor responsible for the violation are liable to any affected employee for unpaid wages. The contractor and subcontractor are also liable to the Postal Service 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 paragraph a above.

c. Withholding for Unpaid Wages and Liquidated Damages. The contracting officer may withhold from the contractor, from any monies payable to the contractor or subcontractor under this or any other contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, sums

as may administratively be determined necessary to satisfy any liabilities of the contractor or subcontractor for unpaid wages and liquidated damages pursuant to paragraph b above.

d. Records. - The contractor or subcontractor must maintain for three years from the completion of the contract for each laborer and mechanic (including watchmen and guards) working on the contract payroll records which contain the name, address, social security number, and classification(s) of each such employee, hourly rates of wages paid, number of daily and weekly hours worked, deductions made, and actual wages paid. The contractor or subcontractor must make these records available for inspection, copying, or transcription by authorized representatives of the contracting officer and the Department of Labor, and must permit such representatives to interview employees during working hours on the job. (The Department of Labor information collection and recordkeeping requirements in this paragraph d have been approved by the Office of Management and Budget under OMB control numbers 1215-0140 and 1215-0017.)

e. Subcontracts. The contractor must insert paragraphs a through d of this clause in all subcontracts, and must require their inclusion in all subcontracts at any tier.

A.37 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--SAFETY STANDARDS (Clause 10-7) (April 1989)

a. To the extent that the work includes construction, alteration, repair, painting, or decorating, the lessor may not require any laborer or mechanic to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to the laborer's or mechanic's health or safety, as provided under standards promulgated by the Secretary of Labor under the authority of 40 U.S.C. 333 (see 29 CFR 1910 and 1926).

b. If the lessor fails to comply with this clause, the Postal Service, at its discretion, may cancel this contract, contract for the balance of the work or term, and charge to the lessor any additional costs incurred.

c. The lessor agrees to insert this clause, including this paragraph c, in all subcontracts and to require its inclusion in all subcontracts at any tier. The term "lessor," as used in this clause in any subcontract, is deemed to refer to the lower-tier subcontractor.

A.38 ADVERTISING OF CONTRACT AWARDS (Clause B-25) (June 1988)

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.39 OMISSIONS AND DEFECTS (Clause OB-920) (June 1988)

If omissions and defects remain in the facility on the scheduled Postal Service date of beneficial occupancy, the Postal Service may take beneficial occupancy and execute the Lease, notifying the offeror by certified mail of the obligation to complete or correct the remaining deficiencies or defects by a designated date. The offeror must complete or correct the omissions or defects by the designated date or the Postal Service may correct the omissions or defects and

deduct the costs thereof from future rental due.

A.40 RECORDING (Clause OB-971) (June 1988)

The Lease must be recorded at the expense of the lessor, upon the request of the Postal Service contracting officer. Said expense must include all required fees.

A.41 SUBLEASE (Clause OB-975) (June 1988)

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.42 ALTERATIONS (Columbia FSO) (APRIL 1990)

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 expriation 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 of the lease or any renewal or extension thereof, the Postal Service elects not to remove such alterations or improvements, said alterations and improvements shall become the property of the lessor and all rights to restoration shall be waived.

A.43 MAINTENANCE REQUIREMENTS (Columbia FSO)
(May 1989)

a. The term "demised premises" as used in this clause includes the premises themselves, the improvements and appurtenances to such premises, all equipment and fixtures furnished, or to be furnished, by the lessor under this lease, and all common or joint use areas that are part of this lease.

b. 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 Postal Service's responsibilities 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.

c. The lessor is responsible for:

(1) Repairs to all common or joint use areas that may be included as part of this lease;

(2) All structural repairs to the demised premises. Structural repairs as used in this subsection shall be limited to the foundation, bearing walls, floors (not including floor covering), column supports and all parts of the roof system (including, but not limited to, roof covering, flashing and insulation; gutters and downspouts);

(3) Repairs resulting from Acts of God or of a public enemy;

(4) Repairs resulting from defects in building construction or installation of equipment, fixtures, or appurtenances furnished by the lessor;

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

(6) Any ordinary repairs by the Postal Service which were made necessary by the failure of any element for which the lessor is responsible;

(7) Repairs to well and septic system and plumbing lines for building to said system(s) except for damage resulting from the act or negligence of Postal Service agents or employees;

(8) Repairs to sidewalk, retaining walls, ramps, platforms, parking and manuevering area except for damage resulting from the act or negligence of Postal Service agents or employees;

(9) A one-year warranty and/or guarantee for the demised premises, including the building and any and all workmanship, equipment, fixtures and appurtenances, whether severable or non-severable, furnished by lessor;

d. When the need arises for repairs which are the responsibility of the lessor, the Postal Service will (except in emergencies) give the lessor written notice of the needed repair and will specify a reasonable deadline for completion of the work. A copy of such notice will also 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. These names will 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 from payments due under this lease. Alternatively, the Postal Service may, at its sole discretion, 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.

A.44 EQUIPMENT, UTILITIES, AND SERVICES (Clause OB-974) (June 1988)

Unless otherwise specified herein, the lessor must furnish suitable flag staff, proper post office sign and a ten-pound multi-purpose fire extinguisher for all class fires, as well as other equipment as may be specified.

A.45 APPLICABLE CODES AND ORDINANCES (Clause OB-969) (June 1988)

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.

A.46 DESTRUCTION OF PREMISES (Clause OB-973) (June 1988)

a. If the premises are destroyed by fire or other casualty, this lease will immediately terminate.

b. If the premises are partially damaged or destroyed and the contracting officer determines that part or all of the premises are untenantable, the Postal Service may either terminate the lease or abate rent in proportion to the area determined by the Postal Service to have been rendered unavailable by reason of such condition.

A.47 WAIVER OF RESTORATION (Clause OB-929) (June 1988)

Lessor waives any right, under the lease or otherwise, to require the Postal Service to restore any areas altered pursuant to this agreement to their former condition.

A.48 REIMBURSEMENT OF PAID TAXES (Clause OB-905) (June 1988)

a. The lessor agrees to pay all general real estate taxes levied on the land and buildings hereby demised. Upon final payment of the annual taxes due, the Postal Service will reimburse the lessor, as additional rent, for all general real estate taxes applicable to any period of time within the term of the lease. The lessor must pay the general real estate taxes covered herein before any fine, penalty, interest, or cost may be imposed for nonpayment, at such time and manner and amount as to obtain any discount allowed by the taxing authority. If the lessor fails to make timely payment, the Postal Service will reimburse the lessor only for the amount originally assessed. The lessor must submit satisfactory proof of payment and correctness of the tax bill with the claim for reimbursement. Presentation of receipted tax bills must be made to the office shown in paragraph (d) of this rider. General real estate taxes are those 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, and for the purpose of funding general government services. The lessor must pay all assessment and fees of every kind and nature other than general real estate taxes without reimbursement by the Postal Service. In no event will assessments, "special assessments," or like charges be considered general real estate taxes

under the terms of this lease.

b. If a part of the 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 the lease.

c. In the event that general real estates taxes for any tax year or part thereof within the term demised apply to the land only, the provisions of this entire 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 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.

In the event that the lessor does not furnish such notices relating to valuation changes, and a protest or appeal of this assessment valuation in a subsequent year demonstrates that the valuation was excessive, the lessor will be charged, retroactively, an amount represented by the overpayment of taxes attributable to the excessive assessment, for the year that the lessee lost the opportunity to appeal.

Such notices and tax bills must be delivered or mailed within three days from the receipt thereof by the lessor to:

Facilities Service Office
U. S. Postal Service
P. O. Box 701
Columbia, MD 21045-0701

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 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 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 document or pleadings required for such purpose provided the lessor will be reasonably satisfied that the facts and data set forth in such documents or pleadings are accurate.

e. In the event the lessor fails to pay the general real estate tax bills within a timely period from the date of receipt thereof by lessor and such failure results in the addition of any fine, penalty, interest, or cost to the amount of tax or the loss of any discount which would have been allowed

by the taxing authority for prompt payment of tax, the lessor will be responsible and liable for payment of such fine, penalty, interest, cost, or the amount of lost discount. The Postal Service will be liable only for payment of the net taxes less such discount as would have been allowed for prompt payment.

f. As the payer of the general real estate taxes, the Postal Service is entitled to any and all monies obtained through refunds and remissions of general area 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 terms noted above, are refunded to the lessor, as a result of an assessment appeal or protest actions, 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 will promptly make and file such application 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.

A.49 PAYMENT OF UTILITIES (Clause OB-931) (August 1988)

The lessor agrees to pay all fees and costs for connections to the public water and/or public sewerage systems that are, or may become available. During the continuance of the lease, the Postal Service will pay recurring costs for the following utilities:

Electricity

provided that each is separately metered.

A.50 OPTION TO PURCHASE (Columbia FSO) (August 1989)

The lessor agrees to sell and convey to the U.S. Postal Service and its assigns, at the price and time set forth belwo, the fee simple title to the land described in the lease, with the buildings and improvements thereon, located in the city, county, and state described in the lease. Title will be transferred subject to their following rights outstanding in third parties.

The purchase price will be:

1.) At the end of the first year of basic lease term . . $ 125,000.00

2.) At the end of the basic lease term . . . . . $ TO BE NEGOTIATED

3.) At the end of the first renewal option term . . . . . $ TO BE NEGOTIATED

4.) At the end of the second renewal option term . . . . $ TO BE NEGOTIATED

5.) At the end of the third renewal option term . . . . . $ TO BE NEGOTIATED

The Postal Service will give the lessor notice of election to purchase at least six months in-advance of the respective times set forth above. Upon said notice by the Postal Service, this purchase agreement is effective and binding on the parties.

The terms and conditions of this agreement are as follows:

a. The purchase prices set forth in this clause are payable after approval by the Postal Service of the lessor's title and execution and delivery by the lessor of a good and sufficient general warranty deed conveying said land with the hereditaments and appurtenances thereunto belonging to the United States Postal Service and its assigns in fee simple. Conveyance of title must be free and clear from all liens and encumbrances, except those specifically excepted or reserved in the lease, together will all right, title, and interest of the Vendor to any streams, alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land.

b. It is agreed that the Postal Service will pay the expenses incident to the preparation and recordation of the deed to the Postal Service and for procurement of the necessary title evidence.

c. The lessor agrees that all taxes, assessments, and encumbrances, which are valid liens against the land at the time of conveyance to the Postal Service, must be satisfied of record by the lessor at or before the transfer of title. The lessor will, at the request of the Postal Service and without prior payment or tender of the purchase price, execute and deliver the general warranty deed to the Postal Service and obtain and record such curative evidence of title as may be required by the Postal Service. If the lessor fails to satisfy and such liens or to secure such curative evidence as required, the Postal Service may pay said liens and cure such defects and deduct from the purchase price any costs incurred.

d. The lessor agrees that loss or damage to the property by fire or acts of God are at the risk of the lessor until the title to the land and deed have been accepted by the Postal Service through its duly authorized representative. In the event that such loss or damage occurs, the Postal Service may, without liability, refuse to accept conveyance of title, or the Postal Service may elect to accept conveyance of title to such property, in which case there must be an equitable adjustment of the purchase price.

e. The lessor's spouse, if any, agrees to join in any deed to the Postal Service and to execute any instrument necessary to convey and separate of community estate or interest in the subject property to the Postal Service. The spouse also agrees to relinquish and relaeas any dower, curtesy, homestead, or other rights or interests therein.

f. The terms and conditions of the lease in effect at the time of the exercise of the option to purchase by the Postal Service will remain in effect unitl closing of the purchase, whether or not the original term of

the lease or renewal option period has expired. If, for any reason, the sale connot be consummated, the notice of election to purchase will, at the sole option of the Postal Service, be deemed a timely notice to renew within the terms of the lease.

51. EXECUTION OF LEASE

The undersigned represents that the signers of this agreement are legally qualified to execute a lease to the Postal Service, have read the U.S. Postal Service Lease, and documents incorporated therein by reference, and agree to execute same without delay on request of the Postal Service

SECTION B

LIST OF ATTACHMENTS

ATTACHMENT NO.	TITLE	NO OF PAGES

SECTION C

REPRESENTATIONS AND CERTIFICATIONS

C.1 TYPE OF BUSINESS ORGANIZATION (Provision A-20) (November 1988)

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

a. Operates as [__] a corporation incorporated under the laws of the State of _____ , [X] an individual, [__] a partnership, [__] a joint venture, [__] a nonprofit organization, [__] or an educational institution; and

b. Is a [X] small business concern, [__] minority-owned enterprise, [__] 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 BUSINESS ENTERPRISE. A minority business enterprise is a concern of which at least 51 percent is owned by, and of which the management and daily business operations are controlled by, one or more members of a minority group. (For the purpose of this definition, minority group members are United States citizens who are black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. "Native Americans" means American Indians, Eskimos, Aleuts, 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 Indian, 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.

C.2 PARENT COMPANY AND TAXPAYER IDENTIFICATION NUMBER (Provision A-21) (October 1987)

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: N/A

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: N/A
Common Parent's TIN: _____

C.3 AUTHORIZED NEGOTIATORS (Provision A-22) (October 1987)

The offeror represents that the following persons are authorized to negotiate on its behalf with the Postal Service in connection with this solicitation [Offeror list names, titles, and telephone numbers of the authorized negotiators].

MARCUS EDWARD KILBURN, OWNER OF PROPERTY, (304) 562 9109 HOME
(304) 747 6362 BUSINESS

C.4 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (Provision 1-1) (October 1987)

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 disregarding 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.

C.5 CONTINGENT FEE REPRESENTATION (Provision 1-2) (October 1987)

a. The offeror must complete the following representations:

1. The offeror [__] has [X] 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 [X] 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.

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--

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.6 NOTICE OF SMALL, MINORITY-OWNED, AND WOMAN-OWNED BUSINESS SUBCONTRACTING REQUIREMENTS (Provision 10-1) (May 1989)

Offerors must submit with their proposals the subcontracting plan required by the clause entitled Small, Minority-Owned, and Woman-Owned Business Subcontracting Requirements.

C.7 CERTIFICATION OF NONSEGREGATED FACILITIES (Provision 10-3) (October 1987)

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).

C.8 CLEAN AIR AND WATER CERTIFICATION (Provision 10-9) (October 1987)

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, [X] 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.

C.9 CERTIFICATION THAT LEASED SPACE CONTAINS NO ASBESTOS (Provision OA-901) (June 1988)

a. The offeror hereby certifies that no friable asbestos is contained in any building, improvement, structural component, ventilation, electrical, or plumbing system or component, or any other system or component or part of the foregoing, which is part of the leased facility.

b. "Friable asbestos material" means any material containing more than 1% asbestos by weight that hand pressure can crumble, pulverize, or reduce to powder when dry.

C.10 CERTIFICATION OF BUILDING SYSTEMS
(Provision OA-902) (June 1988)

The offeror hereby certifies that if the facility to be leased contains one or more boilers, unfired pressure vessels, elevators, escalators, dumbwaiters, and moving walks, the offeror has obtained a state certification of compliance with the applicable ANSI Safety Code for Elevators, Escalators, Dumbwaiters, and Moving Walks, the ASME Boiler and Pressure Vessel Code, the National Board Inspector Code for Boiler and Pressure Vessel Inspectors Reference:

C.11 CERTIFICATION THAT LEASED SPACE CONTAINS NO UREA FORMALDEHYDE (Provision OA-903) (June 1988)

The offeror hereby certifies that no urea formaldehyde is contained in any building, improvement, structural component, ventilation, electrical, or plumbing system or component, or any other system or component or part of the foregoing, which is part of the leased facility.

C.12 POLYCHLORINATED BIPHENYLS, TOXIC WASTES, STORAGE TANKS, AND OTHER DANGEROUS SUBSTANCES (Provision OA-904) (June 1988)

a. The offeror hereby certifies that it has conducted an investigation sufficient to ascertain the presence or absence on or near the site, above or below ground, of any polychlorinated biphenyls (PCB's), toxic wastes, storage tanks containing chemicals or other wastes, or any other chemicals, substances, or compounds in such locations or concentrations as to be considered toxic or hazardous by the Environmental Protection Agency or by any State and local environmental regulatory agencies.

b. The offeror hereby certifies that if the above-mentioned investigation has indicated the presence of any such chemical, substance, or compound, then the offeror has made full disclosure to the Postal Service of this fact in a separately and conspicuously identified document entitled "Presence of Dangerous Substances or Conditions" returned with the offeror's proposal.

c. Pre-award discovery by the Postal Service of the presence of such dangerous substances or conditions which could reasonably have been discovered by the offeror may result in offeror disqualification. Post-award discovery by the Postal Service of the presence of such dangerous substances or conditions may result in a post-award termination for default of the successful offeror, with associated penalties, and/or assessment against the offeror of any additional costs incurred by the Postal Service related to the offeror's failure to make the required disclosure.