

(a) The Lessor will not discriminate against any employee or applicant for employment because of race, color, religion or national origin. The Lessor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: Employment, promotion, or transfer, recruitment or retention, termination, rates of pay or other compensation, and selection for training, including apprenticeship. The Lessor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Lessor will, in all solicitations or advertisements for employees placed by or on behalf of the Lessor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

(c) The Lessor will post on each labor union or representative of workers with which he has a collective bargaining agreement or other contract, and on a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Lessor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Lessor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and orders of the Secretary of Labor.

(e) The Lessor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Lessor's non-compliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Lessor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by any rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Lessor shall include the provisions of paragraph (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to written authority of Executive Order No. 11246 of September 24, 1965. All provisions will be binding upon each subcontractor. The Lessor will take such action with respect to any subcontract or purchase order as the Contracting Agency may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, however, that in the event the Lessor is found to be in violation of such provisions with a subcontractor, the Lessor may request the United States to enter into such litigation to protect the interests of the United States.

9. FACILITIES NONDISCRIMINATION

The Lessor shall not discriminate in the rental space in a building covered by this lease on the basis of race, color, religion, sex or national origin in addition to the

Postal Service and if the total rental under this lease exceeds \$10,000 per year, or at the election of the Postal Service, if the total rental under this lease is combined with the total rental under all other Federal Government leases of space in the building in which the space covered by this lease is located exceeds \$10,000 per year.)

(a) As used in this section, the term "facility" means stores, shops, restaurants, bars, restrooms, and any other facility of a public nature in a 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, creed, color, 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 non-compliance with the provisions of this section shall constitute a material breach of this lease. In the event of such non-compliance, the Postal Service may take appropriate action to enforce compliance, may terminate this lease, or may take such other remedies as may be provided by law. In the event of termination, the Lessor shall be liable for all excess costs to 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 section (with the terms "Lessor" and "Lease" appropriately defined) 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 require as a means of enforcing this section, including but not limited to termination of the agreement or concession.

10. NONDISCRIMINATION BECAUSE OF AGE

Pursuant to Executive Order 11141 of February 12, 1964, it is the policy of the United States Government that (1) contractors and subcontractors engaged in the performance of Federal contracts shall 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 any individual 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, shall 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 qualification, retirement plan, or statutory requirement.

11. OFFICIALS NOT TO BENEFIT

No member of the Postal Service or Resident Commissioner shall be permitted to receive any part of this agreement or to any benefit therefrom if he has never been contained in the list of officials of the Postal Service or its operating companies, if the agreement is for the general benefit of such corporation or company.

12. COVENANT AGAINST CONTINGENT FEES

The Lessor shall not receive any contingent fee if the Postal Service or its operating agency has been employed by the Postal Service under this lease upon an