

WASLEY

BOOK 1145 PAGE 414

ATTACHMENT A
Travelers Rest, SC 29690

U.S. POSTAL SERVICE
LEASE AMENDMENT RIDERS
(Applicable Rider checked)

A. MAINTENANCE

1 Obligations of the Postal Service

The Postal Service shall keep the demised premises in good repair and tenantable condition, except that the Postal Service will not be obligated to make any repairs which are the responsibility of the lessor as specified in Paragraph 2 of this rider. The term "demised premises" as used in this paragraph includes the improvements thereon and the appurtenances thereto, and any and all equipment and fixtures furnished or to be furnished by the lessor under this lease. The Postal Service's responsibilities as stated herein shall be fulfilled at such time and in such manner as the Postal Service considers necessary to keep the demised premises, equipment, fixtures, improvements and appurtenances in proper condition.

2 Obligations of the Lessor

The lessor will be responsible for all structural repairs to the demised premises; for repairs resulting from Acts of God, or acts of the public enemy; for repairs to all common or joint use areas that may be included as part of this lease agreement; for repairs resulting from defects in building construction or installation of equipment, fixtures and appurtenances furnished by the lessor; for repairs resulting from fire or other casualty or calamity, unless such damage arises from the act or the negligence of the Postal Service's agents or employees; and for any repairs in postal maintained areas made necessary by any failure of a facility element for which the lessor is responsible. Structural repairs as used in this paragraph shall be limited to the foundation, bearing walls, floors, excluding the floor covering, column supports, and the roof system, including but not limited to roof covering, flashing, and insulation.

B. TAXES

1 Upon demand by the lessor, the Postal Service shall reimburse the lessor for all general real estate taxes paid after the effective date of this rider. The lessor shall submit with his claim for reimbursement satisfactory proof of payment and correctness of the tax bill. General real estate taxes are taxes which are assessed on an ad valorem basis, against all taxable real property in the taxing authority's jurisdiction without regard to benefits to the property, for the purpose of funding general governmental services. Presentation of tax bills shall be made to the office shown in paragraph 3 of this rider. The lessor shall pay the general real estate taxes covered here before any fine, penalty, interest or cost may be added thereto for the non-payment thereof and at such time and manner and amount as to obtain any discount allowed by the taxing authority. If the lessor fails to do so, the Postal Service shall only reimburse the lessor for the amount that would have been paid had the lessor done so. The lessor shall pay all assessments and fees of every kind and nature other than general estate taxes without reimbursement by the Postal Service.

2 If a part of said general real estate taxes applies to any period prior to the commencement of this amendment 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 amendment and this lease, the Postal Service shall 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 amendment and the lease.

3. The lessor shall 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. Such notices shall be delivered or mailed within three days from the receipt thereof by the lessor to:

Field Real Estate & Buildings Office, U. S. Postal Service

P. O. Box 22725, Tampa, FL 33622

or to such other office as the Postal Service may later in writing direct. The lessor shall cause payment of said general real estate taxes to be made under protest when requested to do so by the Postal Service. The Postal Service may contest the amount or 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, shall join in any such proceedings, but the lessor shall not be subject to any liability for the payment of penalties, costs or expenses in connection with any proceedings brought by the Postal Service, and the Postal Service hereby covenants to indemnify and save harmless the lessor from any such penalties, costs, or expenses. The lessor shall cooperate with the Postal Service in any such proceeding and execute any documents or pleadings required for such purpose provided the lessor shall be reasonably satisfied that the facts set forth in such documents or pleadings are accurate.