

MAINTENANCE RIDERObligations 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 insulating.

When the need arises for repairs which are the lessor's responsibility, the Postal Service shall (except in emergencies) give the lessor written notice thereof, specifying a time limit for completion of the work which is reasonable and commensurate with the nature of the work required. When the need arises for maintenance or repair or for restoration to a condition suitable for the purpose for which leased, the Postal Service shall (except in emergencies) give the lessor written notice thereof, specifying a time for completion of the work which is reasonable and commensurate with the nature of the work required. A copy shall be furnished by certified or registered mail to the Lessor's mortgagee and assignee of the monies due or to become due under this lease, whose names and addresses have been furnished to the Postal Service by the Lessor. If the Lessor (or the mortgagee or the assignee, on behalf of the Lessor) fails to prosecute the work with such diligence as will ensure its completion within the time specified in the written notice (or any extension thereof as may be granted at the sole discretion of the Postal Service) or fails to complete the work within said time, the Postal Service shall have the right to perform the work, by contract or otherwise, and withhold the cost thereof from payments due or to become due under this lease, or, at the sole discretion of the Postal Service, cancel the lease. In addition, for any period the premises, or any part thereof, are unfit for the purposes for which leased, the rent shall be abated in proportion to the area determined by the Postal Service to have been rendered unavailable to the Postal Service by reason of such condition.

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