

MAINTENANCE RIDER

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1. Obligations of the Postal Service

The Postal Service shall keep the demised premises in good repair and tenable 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, including the floor coverings, column supports, and the roof system, including but not limited to roof covering, flashing, and insulation.

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