

ADDENDUM – SINGLE TENANT LEASE W/USPS PARTIAL MAINTENANCE RIDER

If there is any conflict or ambiguity between any items of the Lease or this Addendum, the terms of this Addendum shall control.

1. Section 2.a of the General Conditions to USPS Lease shall be amended to provide that if the Premises has been previously occupied by the Postal Service, then Landlord's representation regarding adverse physical conditions relating to the Property is limited to conditions that Landlord is responsible to maintain, repair, replace or remediate under this Lease.
2. Section 3 of the General Conditions to USPS Lease shall be amended to delete the second sentence thereof and replace it with the following language: "If Landlord fails to respond in writing to a written request to sublease or assign from the Postal Service within 30 business days after receipt by Landlord of the Postal Service's written request, Landlord shall be deemed to have consented to such sublease or assignment, as applicable."
3. Sections 5.b and 5.d of the General Conditions to USPS Lease shall be amended to provide that the time periods for the completion of Landlord's obligations set forth therein shall run from the date that the Postal Service provides Landlord with notice of any Casualty and not from the date of the Casualty.
4. Section 6.b of the General Conditions to USPS Lease shall be amended to provide that in lieu of a copy of the premium bill evidencing Landlord's insurance, Landlord may provide a statement signed by Landlord's insurer confirming the date to which the premium has been paid in full.
5. Section 9.k of the General Conditions to USPS Lease shall be amended to provide that Landlord shall have an affirmative obligation to use reasonable efforts to obtain another tenant for the Premises at a fair market rental and to otherwise mitigate its damages.
6. Section 10.i of the General Conditions to USPS Lease is deleted in its entirety.
7. Section 10.k of the General Conditions to USPS Lease shall be amended to permit Landlord access to the Premises for inspection on the same terms as access is granted for performing maintenance or repairs that are the responsibility of the Landlord under the Lease; provided that no inspections may occur during the Postal Service's peak season (November 1 of each year through January 31 of the following year) other than those necessitated by the sale or refinance of the Property.
8. Section 3.a of the Maintenance Rider USPS Responsibility (Partial) attached to the Lease shall be amended to delete the words "fencing, gates, paths".
9. Section 3.f of the Maintenance Rider USPS Responsibility (Partial) attached to the Lease shall be amended to add the following language to the end thereof: "SEE SECTION 5 OF THE GENERAL CONDITIONS TO USPS LEASE."
10. Section 3.h of the Maintenance Rider USPS Responsibility (Partial) attached to the Lease shall be amended to add the following language to the end thereof: "This also excludes interior sinks, toilets, electrical outlets, and HVAC units."
11. Section 3.i of the Maintenance Rider USPS Responsibility (Partial) attached to the Lease shall be amended to replace the word "standing water" with the words "recurring pooling and ponding water that interferes with the use and occupancy of the Premises or that is required under applicable codes and ordinances".
12. Section 3.l of the Maintenance Rider USPS Responsibility (Partial) attached to the Lease shall be amended to add the words "that interferes with the use and occupancy of the Premises or that is required under applicable codes and ordinances".

ADDENDUM - MULTI-TENANT LEASE W/USPS PARTIAL MAINTENANCE RIDER

If there is any conflict or ambiguity between any items of the Lease or this Addendum, the terms of this Addendum shall control.

1. Section 2.a of the General Conditions to USPS Lease shall be amended to provide that if the Premises has been previously occupied by the Postal Service, then Landlord's representation regarding adverse physical conditions relating to the Property is limited to conditions that Landlord is responsible to maintain, repair, replace or remediate under this Lease.
2. Section 3 of the General Conditions to USPS Lease shall be amended to delete the second sentence thereof and replace it with the following language: "If Landlord fails to respond in writing to a written request to sublease or assign from the Postal Service within 30 business days after receipt by Landlord of the Postal Service's written request, Landlord shall be deemed to have consented to such sublease or assignment, as applicable."
3. Sections 5.b and 5.d of the General Conditions to USPS Lease shall be amended to provide that the time periods for the completion of Landlord's obligations set forth therein shall run from the date that the Postal Service provides Landlord with notice of any Casualty and not from the date of the Casualty.
4. Section 6.b of the General Conditions to USPS Lease shall be amended to provide that in lieu of a copy of the premium bill evidencing Landlord's insurance, Landlord may provide a statement signed by Landlord's insurer confirming the date to which the premium has been paid in full.
5. Section 9.k of the General Conditions to USPS Lease shall be amended to provide that Landlord shall have an affirmative obligation to use reasonable efforts to obtain another tenant for the Premises at a fair market rental and to otherwise mitigate its damages.
6. Section 10.i of the General Conditions to USPS Lease is deleted in its entirety.
7. Section 10.k of the General Conditions to USPS Lease shall be amended to permit Landlord access to the Premises for inspection on the same terms as access is granted for performing maintenance or repairs that are the responsibility of the Landlord under the Lease; provided that no inspections may occur during the Postal Service's peak season (November 1 of each year through January 31 of the following year) other than those necessitated by the sale or refinance of the Property.
8. Section 3.b of the Maintenance Rider USPS Responsibility (Partial) attached to the Lease shall be amended to delete the words "fencing, gates, paths".
9. Section 3.g of the Maintenance Rider USPS Responsibility (Partial) attached to the Lease shall be amended to add the following language to the end thereof: "SEE SECTION 5 OF THE GENERAL CONDITIONS TO USPS LEASE."
10. Section 3.i of the Maintenance Rider USPS Responsibility (Partial) attached to the Lease shall be amended to add the following language to the end thereof: "This also excludes interior sinks, toilets, electrical outlets, and HVAC units."
11. Section 3.j of the Maintenance Rider USPS Responsibility (Partial) attached to the Lease shall be amended to replace the word "standing water" with the words "recurring pooling and ponding water that interferes with the use and occupancy of the Premises or that is required under applicable codes and ordinances".
12. Section 3.m of the Maintenance Rider USPS Responsibility (Partial) attached to the Lease shall be amended to add the words "that interferes with the use and occupancy of the Premises or that is required under applicable codes and ordinances".

**ADDENDUM
LEASE W/ LANDLORD MAINTENANCE RIDER**

If there is any conflict or ambiguity between any items of the Lease or this Addendum, the terms of this Addendum shall control.

1. Section 2.a of the General Conditions to USPS Lease shall be amended to provide that if the Premises has been previously occupied by the Postal Service, then Landlord's representation regarding adverse physical conditions relating to the Property is limited to conditions that Landlord is responsible to maintain, repair, replace or remediate under this Lease.
2. Section 3 of the General Conditions to USPS Lease shall be amended to delete the second sentence thereof and replace it with the following language: "If Landlord fails to respond in writing to a written request to sublease or assign from the Postal Service within 30 business days after receipt by Landlord of the Postal Service's written request, Landlord shall be deemed to have consented to such sublease or assignment, as applicable."
3. Sections 5.b and 5.d of the General Conditions to USPS Lease shall be amended to provide that the time periods for the completion of Landlord's obligations set forth therein shall run from the date that the Postal Service provides Landlord with notice of any Casualty and not from the date of the Casualty.
4. Section 6.b of the General Conditions to USPS Lease shall be amended to provide that in lieu of a copy of the premium bill evidencing Landlord's insurance, Landlord may provide a statement signed by Landlord's insurer confirming the date to which the premium has been paid in full.
5. Section 9.k of the General Conditions to USPS Lease shall be amended to provide that Landlord shall have an affirmative obligation to use reasonable efforts to obtain another tenant for the Premises at a fair market rental and to otherwise mitigate its damages.
6. Section 10.i of the General Conditions to USPS Lease is deleted in its entirety.
7. Section 10.k of the General Conditions to USPS Lease shall be amended to permit Landlord access to the Premises for inspection on the same terms as access is granted for performing maintenance or repairs that are the responsibility of the Landlord under the Lease; provided that no inspections may occur during the Postal Service's peak season (November 1 of each year through January 31 of the following year) other than those necessitated by the sale or refinance of the Property.
8. Section 1.b of the Maintenance Rider Landlord Responsibility attached to the Lease shall be amended to add the following language to the end thereof: "SEE SECTION 5 OF THE GENERAL CONDITIONS TO USPS LEASE."
9. Section 1.c. of the Maintenance Rider Landlord Responsibility attached to the Lease shall be amended to provide that any heating system and air conditioning equipment provided by Landlord must be capable of providing heat to a minimum temperature of 68 degrees Fahrenheit (68°F) and cooling to a maximum temperature of 78 degrees Fahrenheit (78°F) in all enclosed portions of the Premises (excluding any rear vestibule) at all times during the appropriate seasons.