

Facility Name/Location  
- (-)County:  
Solicitation:

This Lease, by and between \_\_\_\_\_, **[an individual resident of {enter name of State}] [a {enter name of State} corporation][limited partnership][limited liability company][trust][general partnership]** (“Landlord”) and the United States Postal Service (“USPS” or “Postal Service”), is made as of the Effective Date. The “Effective Date” shall mean the date the Postal Service executes this Lease.

In consideration of the mutual promises set forth and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. PREMISES: Landlord hereby leases to the Postal Service and the Postal Service leases from Landlord, the following premises (the “Premises”) [located in a \_\_\_\_\_] [consisting of the entirety of the \_\_\_\_\_] having a street address of \_\_\_\_\_ (the “Building”) situated upon the real property with an Assessor’s Parcel Number of \_\_\_\_\_ and legally described in **Exhibit A** attached hereto and by this reference incorporated herein (the “Property”). The Premises consists of approximately \_\_\_\_\_ square feet of space.

The Postal Service shall have the right to use any and all appurtenances and easements benefiting the Premises and the Property, including sidewalks, driveways, drive lanes, entrances, exits, access lanes, roadways, service areas, and parking areas, wherever located in or on the Property, which the Postal Service deems necessary or appropriate to support its intended use of the Premises and to exercise its rights under this Lease. Landlord shall not make any changes to the size, location, nature, use or place any installations upon the sidewalks and parking areas of the Property which impair the accessibility to or visibility of or ease of use of the Premises by the Postal Service and/or its customers, as reasonably determined by the Postal Service.

**Drop Down Option. Select if Applicable**

*[At no expense to the Postal Service and/or its employees or customers, Landlord shall provide a minimum of \_\_\_ parking spaces, sized for (i) passenger trucks, vans and cars and (ii) mail trucks of varying sizes, in reasonable proximity to the Premises, which shall be available at all times for Postal Service employees and customers. The number of parking spaces shall include sufficient parking spaces reserved for those with handicapped parking stickers to comply with law and Landlord shall provide any signage or striping required to indicate such reserved spaces. The location and sizes of the parking spaces are shown on the attached **Exhibit B.**] [At least \_\_\_ of the \_\_\_ parking spaces shall be reserved for the exclusive use of the Postal Service employees and customers and Landlord shall clearly identify through signage or otherwise the spaces reserved for Postal Service use.]*

2. TERM: **(Drop Down Options, Select One)**

- The initial term of this Lease shall begin on the Effective Date (“Commencement Date”) and end on **[insert fixed date]**, unless sooner terminated or extended as provided herein. If this Lease is extended, then such extended period shall also be referred to herein as the “term.”
- The Lease shall be effective as of the Effective Date but the term of this Lease and the obligations of the Postal Service, including the payment of any charges or rent under this Lease, shall commence (“Commencement Date”) only after Landlord’s delivery of the Premises to the Postal Service in accordance with the terms of this Lease. The Commencement Date will be confirmed by written notice from the Postal Service to the Landlord. Such written notice may also include set dates for the renewal option terms based on the actual Commencement Date. If Landlord fails to object to the dates in such notice within 10 business days, such date shall be final and binding on the parties. The Lease shall expire on the last day of the **[60<sup>th</sup> or 120<sup>th</sup>]** calendar month following the Commencement Date. If this Lease is extended, then such extended period shall also be referred to herein as the “term.”
- The Lease shall be effective as of the Effective Date but the term of this Lease and the obligations of the Postal Service, including the payment of any charges or rent under this Lease, shall begin on **[insert fixed date]** (“Commencement Date”) and end on **[insert fixed date]**, unless sooner terminated or extended as provided herein. If this Lease is extended, then such extended period shall also be referred to herein as the “term.”
- See Addendum

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3. RENT: The Postal Service will pay Landlord an annual rent of: \_\_\_\_\_ (“Rent”), payable in equal installments at the end of each calendar month during the term. Rent for a part of a month will be prorated according to the number of days of the month occurring during term.

Rent shall be paid to:

 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

4. RENEWAL OPTIONS: **(Drop Down Options, Select One)**

- The Postal Service shall have the right to the following renewal options:

| Period | Annual Rent |
|--------|-------------|
|        |             |
|        |             |
|        |             |
|        |             |
|        |             |

provided that notice of exercise of each such renewal option is sent in writing, to the Landlord at least **[90] [ ]** days before the end of the initial Lease term and each renewal term. All other terms and conditions of this Lease will remain the same during any renewal term unless stated otherwise herein.

- None
- See Addendum

5. OTHER PROVISIONS: When used herein the term “lease” or “Lease” includes all of the following additional provisions, modifications, riders, layouts, and/or forms which were agreed upon prior to execution and made a part of this Lease.

- General Conditions to USPS Lease
- Real Estate Conflict of Interest Certification

**[Note for USPS Lease Preparer: Only list the applicable ones from below and include appropriate attachment as part of the Lease]**

- Addendum
- Maintenance Rider – Landlord Responsibility
- Maintenance Rider – USPS Responsibility (Partial)
- Tax Rider – Reimbursement of Paid Taxes
- Utilities Services & Equipment Rider
- Subordination, Non-Disturbance and Attornment Agreement
- Maintenance Rider Underground Storage Tanks – Landlord Responsibility
- Renewal Option Rider (Market Value)
- Purchase Option Rider

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- Purchase Option Rider Market Value
- Purchase Option Rider (Right of First Refusal)

6. TERMINATION:

- There shall be no early termination rights, except as otherwise provided in this Lease.

[Signature Page Follows]

LANDLORD

\_\_\_\_\_  
Name: \_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_  
Witness

Provide for Execution by Witnesses above or Notary below

State of \_\_\_\_\_  
County of \_\_\_\_\_

I, the undersigned Notary Public of the County of \_\_\_\_\_ and State aforesaid, certify that \_\_\_\_\_ personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_  
(Affix Seal)

\_\_\_\_\_  
Notary Public  
Notary's Printed or Typed Name

POSTAL SERVICE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Contracting Officer  
Date: \_\_\_\_\_

Instructions for Execution and Providing Supporting Documentation for Types of Landlord Entities

Individual, Administrator, or Trustee

- a. All co-owners and all other persons having or to have a legal interest in the property must execute the Lease. If the Landlord is married, the spouse of the Landlord must also execute the Lease. The Landlord must submit adequate evidence of title.
- b. Where the Landlord is an administrator or an executor of an estate, there must be furnished a certificate of the clerk of the court or certified copy of the court order showing the appointment of the administrator or executor, together with a certified copy of the will of the deceased. If there is no will, or in the event the will of the deceased does not specifically authorize the administrator or the executor to enter into a contract to lease the proposed quarters, it will generally be necessary to furnish, in addition to the above named items, a certified copy of the court order authorizing such administrator or executor to enter into a lease with the Postal Service.
- c. Where the Landlord is a trustee, a certified copy of the instrument creating the trust must be furnished together with any other evidence necessary to establish the trustee's authority to lease.

Partnership

- a. All co-owners and all other persons having or to have a legal interest in the property must execute the Lease. If the Landlord is married, the husband or wife of the Landlord must also execute the Lease. The Landlord must submit adequate evidence of title.
- b. If the Landlord is a general partnership, each member must sign.
- c. If the Landlord is a limited partnership, all general partners must sign.

Corporation

- a. Where the Landlord is a corporation, leases and lease agreements entered into must have the corporate seal affixed, or in place thereof, the statement that the corporation has no seal.
- b. Where the Landlord is a corporation, municipal corporation, non-profit organization, or fraternal order or society, the Lease must be accompanied by documentary evidence affirming the authority of the signatory, to execute the Lease to bind the corporation, municipal corporation, non-profit organization, or fraternal order or society for which he (or they) purports to act. The usual evidence required to establish such authority is in the form of extracts from the articles of incorporation, or bylaws, or the minutes of the board of directors duly certified by the custodian of such records, under the corporate seal. Such resolutions, when required, must contain the essential stipulations embodied in the Lease. The names and official titles of the officers who are authorized to sign the Lease must appear in the document.

Limited Liability Company (LLC)

- a. All co-owners and all other persons having or to have a legal interest in the property must execute the Lease. The Landlord must submit adequate evidence of title.
- b. Where the Landlord is an "LLC", the Lease must be accompanied by documentary evidence affirming the authority of the signatory, to execute the Lease to bind the "LLC", for which he (or they) purports to act. The usual evidence required to establish such authority is in the form of extracts from the formation documents for the "LLC", including, without limitation, the certificate of formation and limited liability company agreement. Such documentary evidence, must contain the essential stipulations embodied in the Lease. The names and official titles of the officers or members or agents who are authorized to sign the Lease must appear in the document.

Limited Liability Partnership (LLP)

- a. All co-owners and all other persons having or to have a legal interest in the property must execute the Lease. The Landlord must submit adequate evidence of title.
- b. Where the Landlord is a Limited Liability Partnership, the Lease must be accompanied by documentary evidence affirming the authority of the signatory, to execute the Lease to bind the Limited Liability Partnership for which he (or they) purports to act. The usual evidence required to establish such authority is in the form of extracts from the formation documents for the limited liability partnership, including, without limitation, the certificate of formation and limited liability partnership agreement. Such documentary evidence, must contain the essential stipulations embodied in the Lease. The names and official titles of the officers or members or agents who are authorized to sign the Lease must appear in the document.

Trust

- a. All co-owners and all other persons having or to have a legal interest in the property must execute the Lease. The Landlord must submit adequate evidence of title.
- b. Where the Landlord is an administrator or an executor of an estate, there must be furnished a certificate of the clerk of the court or certified copy of the court order showing the appointment of the administrator or executor, together with a certified copy of the will of the deceased. If there is no will, or in the event the will of the deceased does not specifically authorize the administrator or the executor to enter into a contract to lease the proposed quarters, it will generally be necessary to furnish, in addition to the above named items, a certified copy of the court order authorizing such administrator or executor to enter into a lease with the Postal Service.
- c. Where the Landlord is a trustee, a certified copy of the instrument creating the trust must be furnished together with any other evidence necessary to establish the trustee's authority to lease.



# Real Estate Conflict of Interest Certification

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To avoid actual or apparent conflicts of interest, the United States Postal Service ("Postal Service") requires the following certification from you as a potential Landlord/Licensor/Supplier/Contractor to the Postal Service. Please check all that apply in item A below. Further, please understand that the Postal Service will be relying on the accuracy of the statements made by you in this certification in determining whether to proceed with any possible transaction with you.

I, \_\_\_\_\_ hereby certify to the Postal Service as follows:  
[PRINT: name of potential Landlord/ Licensor/Supplier/Contractor]

- A. (Check all that apply) I am:
  - (i) \_\_\_\_\_ A Postal Service employee;
  - (ii) \_\_\_\_\_ The spouse of a Postal Service employee;
  - (iii) \_\_\_\_\_ A family member of a Postal Service employee; (*Relationship*) \_\_\_\_\_
  - (iv) \_\_\_\_\_ An individual residing in the same household as a Postal Service employee;
  - (v) \_\_\_\_\_ I am one of the individuals listed in (i) through (iv) above AND a controlling shareholder or owner of a business organization leasing or licensing space or intending to lease or license space to the Postal Service; OR
  - (vi) \_\_\_\_\_ None of the above.
  
- B. (Complete as applicable):
  - i. I have the following job with the Postal Service(*Title*)\_\_\_\_\_ (*Location*)\_\_\_\_\_
  - ii. My spouse who works for the Postal Service holds the following job:  
(*Title*)\_\_\_\_\_ (*Location*)\_\_\_\_\_
  - iii. My family member who works for the Postal Service holds the following job:  
(*Title*)\_\_\_\_\_ (*Location*)\_\_\_\_\_
  - iv. My household member who works for the Postal Service holds the following job: \_  
(*Title*)\_\_\_\_\_ (*Location*)\_\_\_\_\_
  
- C. If you have checked "none of the above" and during the lease or license term or any renewal term, you do fall into any of the categories listed in A (i) through (v) above, you shall notify the Postal Service's Contracting Officer in writing within 30 days of the date you fall into any of the such categories and shall include an explanation of which of the above categories now applies.
  
- D. The person signing this certification has full power of authority to bind the potential Landlord/ Supplier/Contractor named above.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BY: \_\_\_\_\_  
[Insert Signature]

BY: \_\_\_\_\_  
[PRINT: name of entity or person]

Title: \_\_\_\_\_  
[Insert title]

[INTERNAL USE ONLY: 1) If A (vi) 'none of the above' is selected, stop, file form with the lease/license. 2) If other items are selected, submit form to [Ethics.help@usps.gov](mailto:Ethics.help@usps.gov). File form and Ethics determination with the lease/license.]



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**Exhibit A**

[Legal Description of Property]

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**Exhibit B**

**Parking Area  
(If Applicable)**

**Note to USPS Lease Preparer:** If applicable, make sure to attach drawing showing all parking areas and identify which spaces are for mail trucks versus passenger vehicles. Also note on plan which spaces are reserved. A site plan is preferred.



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

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Solicitation:**1. APPLICABLE CODES AND ORDINANCES**

The Landlord shall comply with all codes and ordinances applicable to the ownership and operation of the Building and Property without regard to the Postal Service tenancy and to obtain all necessary building permits, certificates of occupancy, and similar related items at no cost to the Postal Service. The Postal Service agrees (i) to comply with all applicable codes and ordinances to the operations of the Postal Service at the Premises, to the extent enforceable against the Postal Service, and (ii) when the Postal Service or one of its contractors (other than Landlord) is performing work at the Premises, the Postal Service will be responsible for obtaining applicable permits and related items and to pay the associated costs. Nothing herein shall be construed as a waiver of the Postal Service's sovereign immunity.

**2. LANDLORD'S INTEREST**

a. Landlord represents and warrants to the Postal Service that as of the Effective Date, (i) Landlord owns and holds fee title in and to the Building, the Premises and the Property; (ii) there are no encumbrances, liens, agreements, covenants in effect that would materially interfere with the Postal Service's ability to operate its operations, materially impair the Postal Service's rights under this Lease, or materially increase the Postal Service's obligations under this Lease; and (iii) Landlord is unaware of any existing or impending condemnation plans, proposed special assessments or other adverse physical conditions relating to the Property. The term "**Landlord**" as used herein shall mean only the owner or owners, at the time in question, of the fee title (or a tenant's interest in a ground lease) of the Property.

b. If this Lease provides for payments aggregating \$10,000 or more to Landlord, claims for monies due or to become due from the Postal Service under it may be assigned by Landlord to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party at a time, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this Lease. No assignment or reassignment by Landlord will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment and other reasonable documentation, including without limitation, a W-9, is filed with:

1. the Postal Service's Contracting Officer; and
2. the surety or sureties, if any, upon any bond.

c. Assignment by Landlord of this Lease or any interest in this Lease other than in accordance with the provisions of this clause will be grounds for termination of this Lease by the Postal Service.

d. Nothing contained herein shall be construed so as to prohibit transfer of ownership of the Premises by Landlord, provided that:

1. such transfer is subject to this Lease;
2. a copy of the recorded deed or other official transfer instrument evidencing the transfer is provided to the Postal Service; and

3. Landlord shall cause its assignee or transferee to assume the provisions of this Lease and Landlord shall deliver notice of such assignment or transfer and a copy of the effective instrument of transfer to the Postal Service within 15 days after the date of transfer. In addition, both the original Landlord and the successor landlord shall execute the standard *Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption* form to be provided by the Postal Service within 15 days after receipt of such form from the Postal Service. If due to the death or dissolution of the original Landlord preventing the execution and delivery of the *Certificate of Transfer of Title to Leased Property and Lease Assignment and Assumption* form, the Postal Service may reasonably request such other documentation to evidence the transfer and ownership by the successor landlord, including but not limited to, a W-9 and an agreement to indemnify and hold harmless the Postal Service with respect to any claims by other parties of ownership interest in the Premises or entitlement to the Rent. The Postal Service shall be entitled to continue to pay rent and give all notices to Landlord until it has received the foregoing from Landlord. Landlord shall deliver all such funds in which the Postal Service has an interest to Landlord's successor or assignee. Provided Landlord's successor or assignee expressly assumes Landlord's duties and covenants under this Lease as required hereunder, Landlord shall be released from all liability toward the Postal Service arising from this Lease because of any act, occurrence or omission of Landlord's successors occurring after the transfer of Landlord's interest in this Lease. Nothing herein shall be deemed to relieve Landlord of any liability for its acts, omissions or obligations occurring or accruing up to and including the date of such transfer, and the Postal Service shall be free to exercise any and all remedies for a Landlord default against either the Landlord or a successor landlord, at the election of the Postal Service. Notwithstanding anything to the contrary contained herein, in the case of new leased space projects, this Lease may only be assigned or ownership of the property transferred following commencement of the fixed term, unless prior written consent is obtained from the Postal Service.

**3. ASSIGNMENT/SUBLEASE BY THE POSTAL SERVICE**

The Postal Service may sublet all or any part of the Premises or assign this Lease only with the prior written consent of Landlord, such consent not to be unreasonably withheld, conditioned, or delayed, but the Postal Service shall not be relieved from any obligation under this Lease by reason of any subletting or assignment. If Landlord fails to respond in writing to a written request to sublease or assign from the Postal Service within 10 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.

**4. ALTERATIONS AND RESTORATION**

a. The Postal Service shall have the right to make alterations, attach fixtures and erect additions, structures and install, flags or signs in or upon the

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Premises or common areas; which fixtures, additions, structures, flags or signs so placed in, upon or attached to the Premises or common areas shall be and remain the property of the Postal Service and may be removed or otherwise disposed of by the Postal Service at any time and from time to time, including, without limitation, at the end of the term or any renewal term, subject to the provisions of Section 4b below.

b. Upon expiration or termination of this Lease, the Postal Service shall remove its personal property and restore the Premises to a "broom clean" condition with any systems and structures for which the Postal Service is responsible (under the Maintenance Rider attached to this Lease) in working order. Except as provided to the contrary in the immediately preceding sentence, the Postal Service shall not be responsible to restore any condition due to reasonable and ordinary wear and tear, damages by the elements, or by circumstances over which the Postal Service has no control. The Postal Service at its sole option may, prior to the expiration or termination of the Lease, remove any or all of the alterations or improvements or elect to abandon the alterations or improvements in or on the Premises. If the Postal Service elects to abandon, the abandoned alterations and improvements shall become the property of the Landlord and the Postal Service shall be relieved of any liability in connection therewith; provided, however, if following expiration of the Lease the Postal Service enters into a new lease agreement with Landlord to remain in the Premises, the Postal Service shall have continued responsibility for maintenance of such alterations or improvements which were installed by the Postal Service during the term of this Lease (and not by Landlord) in accordance with the Maintenance Rider attached to this Lease.

## 5. DAMAGE AND DESTRUCTION

a. **Obligation to Repair.** If all or any portion of the Premises, parking areas, or any common areas of the Property providing access to the Premises or access to the parking areas are damaged or destroyed by fire or other casualty, Acts of God, of a public enemy, riot or insurrection, vandalism, or other similar casualty (each, a "**Casualty**"), Landlord shall, subject to the provisions of this Section, promptly commence and diligently pursue to completion the repair of such damage so that the Premises and the parking areas, or any common areas of the Property providing access to the Premises or access to the parking areas are restored to a condition of similar quality, character and utility for the Postal Service's purposes and to the Postal Service's' reasonable satisfaction. Landlord shall not be responsible for (i) repairing or restoring the Premises to the extent the Casualty in question results from the negligent act, omission or negligence of the Postal Service or its employees (in which event that portion of the costs of repairs for damage directly caused by the negligence of the Postal Service shall be the responsibility of the Postal Service), (ii) repairing or restoring any improvements, alterations, or additions installed by the Postal Service, or (iii) any furniture fixtures, equipment, or other personal property of the Postal Service.

### b. Time Period to Repair.

(i) If the damage from the Casualty is such that the Postal Service reasonably determines the Premises is tenantable (i.e. suitable for the Postal Service's use and occupancy in the then ordinary course of its business being conducted on the date of the Casualty), the Postal Service shall so notify Landlord not later than 3 days following the Casualty. Landlord shall submit to the Postal Service a copy of its construction contract for the repair or evidence of its filing of applications for necessary building permits and/or other required governmental approvals (as applicable) for the repair, within 30 days after the date of the Casualty, and shall complete the repair to the reasonable satisfaction of the Postal Service within 90 days after the date of the Casualty. Nothing stated herein is intended to relieve Landlord of its continuing obligations under this Lease, including, without limitation, Landlord's obligations to comply with law and for maintenance under this Lease.

(ii) If the damage from the Casualty is such that the Postal Service reasonably determines the Premises is untenable (i.e., not suitable for the Postal Service's use and occupancy in the then ordinary course of its business being conducted on the date of the Casualty), the Postal Service shall so notify Landlord not later than 3 days following the Casualty. If the Postal Service gives such notice that the Premises is untenable, Landlord shall submit to the Postal Service a copy of its construction contract for the repair or evidence of its filing of applications for necessary building permits and/or other required governmental approvals (as applicable) for the repair, within 90 days after the date of the Casualty, and shall complete the repair within 270 days after the date of the Casualty. Nothing stated herein is intended to relieve Landlord of its continuing obligations under this Lease, including, without limitation, Landlord's obligations to comply with law and for maintenance under this Lease so that the Premises, if tenantable following the Casualty, remain tenantable.

c. **Postal Service's Remedies.** If Landlord fails to meet any of the deadlines set forth in subsection b(i) or (ii), as applicable, then the Postal Service may (i) perform the repair (by contract or otherwise) and recover the cost plus a reasonable administrative cost and/or interest, by offsetting Rent and other payments and reimbursements due or to become due to Landlord under this Lease and/or any other lease with Landlord, or (ii) terminate the Lease upon 30 day's prior written notice with a termination date effective as of the date of such Casualty.

d. **Abatement of Rent.** Rent and all other payments and reimbursements due or to become due to Landlord under this Lease shall abate, in whole or in part, commencing on the date the Postal Service reasonably determines all or any portion of the Premises, any common areas of the Property providing access to the Premises, or parking areas or access thereto are untenable or unfit for the Postal Service's use or occupancy and continuing until the Premises, common areas providing access to the Premises or parking areas are once again tenantable or fit for the Postal Service' use or occupancy, as applicable. The Rent and all other payments and reimbursements due or to become due to Landlord under this Lease shall abate from time to time in proportion to the part or parts of the Premises not reasonably capable of such use and occupancy or the degree to which access to the Premises or parking for the Premises is reduced. The Postal Service shall attempt to continue the operation of its business on the Premises following a Casualty to the extent reasonably practicable consistent with life safety and good business practices. No exercise by the Postal Service of its right to rent abatement as stated above is intended to extend the time periods for producing the contracts for repair and for the completion of construction when the Premises are deemed to be tenantable or untenable by the Postal Service as described hereinabove. By way of example, and not in limitation, in the event that a Casualty occurs and the damage from the Casualty is such that the Postal Service reasonably determines that a portion of the Premises is suitable for the Postal Service's use and occupancy in the then ordinary course of its business, then while rent will abate for the untenable portion as described above, the Landlord shall remain obligated to submit to the Postal Service a copy of its construction contract for the repair or evidence of its filing of building permits, if applicable, for the repair, within 30 days after the date of the Casualty, and complete the repair to the reasonable satisfaction of the Postal Service within 90 days after the date of the Casualty.

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a. **Postal Service's Insurance.** Landlord acknowledges that the Postal Service does not routinely purchase commercial insurance or maintain a separate account for potential claims, as is required to technically be considered "self-insured." Rather, the Postal Service is authorized to pay proper claims against it out of its general revenue fund and available credit, and is subject to suit for damages. Liability claims against the Postal Service are governed by the Federal Tort Claims Act, 39 U.S.C. §409(c), with the specific provisions being set forth at 28 U.S.C. §§1346(b), 2401(b), and 2671-2680. With respect to the issue of Workers' Compensation coverage, pursuant to 39 U.S.C. §1005(c), the Federal Employees' Compensation Act ("FECA"), 5 U.S.C. §§8101 et seq., is the exclusive remedy for all postal employees who sustain personal injuries on the job. While the Landlord is hereby waiving its standard insurance requirements for the Postal Service, if at any time the Postal Service assigns or subleases any portion of the Premises in accordance with the terms of this Lease to a non-governmental entity, Landlord has the right to impose its reasonable insurance requirements on the assignee and/or subtenant which are based on the assignee's and/or subtenant's proposed use of the Premises including the requirement that the assignee and/or subtenant reimburse Landlord for any increase in insurance premiums incurred by Landlord as a result of the assignee and/or subtenant's proposed use for the balance of the Term and any extensions, all as a condition of the assignment or sublease.

b. **Landlord's Insurance.** Landlord shall, at its own expense, obtain and keep in full force and effect, the following insurance from an insurance company with a Best's rating of at least A- and a Best's financial performance rating of at least 7. The insurance required to be carried by Landlord under this Section shall be referred to herein as "**Landlord's Insurance.**" Upon request, Landlord shall provide the Postal Service with a copy of the certificate of insurance and premium bill evidencing Landlord's Insurance, together with the appropriate form stating Landlord's insurance policy(ies) has been endorsed.

(i) **Liability Insurance.** Bodily injury, personal injury and property damage insurance, naming the Postal Service as an additional insured, insuring against claims of bodily injury or death, personal injury or property damage, arising out of or in connection with Landlord's acts or omission upon, in or about the Property, with an each occurrence limit of not less than \$2,000,000 and a general aggregate limit of not less than \$2,000,000. Landlord's Insurance shall be primary with respect to any claim covered under such insurance and arising out of events that occur outside the Premises. Landlord shall have the right, but not the obligation, to increase the amounts or limits of insurance to such amounts as Landlord deems reasonably necessary. Landlord may, at Landlord's option, carry insurance required under this Section under an umbrella policy or policies for coverage amounts exceeding \$1,000,000, provided that such umbrella policy or policies otherwise comply with the requirements of this Section.

(ii) **Property Insurance.** Insurance covering loss or damage to the Premises and the Property by reason of fire (extended coverage) and those perils included within the classification of "Special Form Causes of Loss" insurance (with other appropriate endorsements), which insurance shall be in the amount of at least 90% of the full replacement value of the Premises (exclusive of excavation, footings, and foundations) as determined by insurance company appraisers or Landlord's insurance broker.

(iii) **Flood, Earthquake, and Tornado Insurance.** Insurance covering loss or damage to the Premises and the Property by reason of flood, earthquake, or tornado, which insurance shall be in the amount in line with insurance carried by comparable property owners of comparable properties within the vicinity of the Property.

**7. HAZARDOUS/TOXIC CONDITIONS CLAUSE (Drop Down Options, Select One)**

**This clause applies for new leases where the Premises has not been previously occupied by the Postal Service.**

a. **Definitions.** As used in this Lease, the following terms have the following meanings:

"**Environmental Laws**" mean all federal, state or local statutes, laws, ordinances, rules or regulations, relating to protection of human health or the environment, including but not limited to (i) all laws relating to the release of Hazardous Materials into the air, surface water, groundwater or land, or relating to the reporting, investigation or remediation of, licensing, manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials; (ii) all laws pertaining to the protection of the health and safety of employees; and (iii) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 et seq.; the Hazardous Materials Transportation Act as amended 49 U.S.C. §1801 et seq.; the Resource Conservation and Recovery Act, as amended 42 U.S.C. §6901 et seq.; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 et seq.

"**Hazardous Materials**" mean (i) any toxic substance or hazardous waste, substance or related material, or any pollutant or contaminant that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any and all Environmental Laws; (ii) petroleum, radon gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls in excess of federal, state or local safety guidelines, whichever are more stringent; and (iii) any substance, gas material or chemical that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any Environmental Laws.

"**Environmental Contamination**" means the presence of any Hazardous Materials which includes the presence of friable asbestos materials at any level, in, on, or under the Property, the Premises, common areas or the Building, at levels that require reporting to the enforcing environmental regulatory agency and/or environmental response action (s) under applicable Environmental Laws.

"**Asbestos-Containing Material**" (ACM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACM that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

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b. **Landlord Disclosure.** The Landlord shall disclose in writing to the Postal Service with regards to the Property: (i) the known presence of Environmental Contamination; (ii) the known presence, location and quantity of all ACM or presumed asbestos containing material (PACM) which includes all thermal system insulation, sprayed on and troweled on surfacing materials, and asphalt and vinyl flooring material unless such material has been tested and identified as non-ACM; and (iii) any known information concerning the presence of lead-based paint, radon above 4 picoCuries/liter (pCi/L), and lead piping or solder in drinking water systems.

c. **Landlord Certification.** By execution of this Lease, the Landlord certifies that, to the best of its knowledge and excluding any written disclosures per paragraph 7.B, the Property is (i) free of Environmental Contamination; (ii) there are no undisclosed underground storage tanks or associated piping on, in, or under the premises or property; (iii) there are no ACMs, radon, lead-based paint, or lead piping or solder in drinking water systems, or in or on the Property; and (iv) Landlord has not received, nor is Landlord aware of, any notification or other communication from any party concerning any environmental condition, or violation or potential violation of any Environmental Law, regarding the Property or its vicinity. If the Landlord becomes aware of any such conditions, potential conditions, or violations of any Environmental Law regarding the Property or its vicinity defined herein, subsequent to Lease commencement, Landlord must disclose the new information to the Postal Service as soon as possible, and under no circumstances later than 5 business days after first becoming aware.

d. **Environmental Condition of the Premises.**

(i) Unless due to the negligence of the Postal Service, if after the Lease Commencement Date or any renewal thereof, Environmental Contamination is at any time identified on the Property, upon notification by the Postal Service, Landlord agrees to remediate such Environmental Contamination to the extent required by Environmental Laws. Prior to performing any work, Landlord must seek and receive written approval by the Postal Service Contracting Officer of the Landlord's contractor and scope of work, and such approval will not be unreasonably withheld. The foregoing notwithstanding, the Postal Service shall pay a portion of the costs of remediation of Environmental Contamination caused directly by the negligence of the Postal Service.

(ii) If non-friable ACM is subsequently found in or on the Property or the Building which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees to conduct, at Landlord's sole expense, an asbestos survey of the premises pursuant to the standards of the Asbestos Hazard Emergency Response Act (AHERA), establish an Operations and Maintenance (O&M) plan for asbestos management, and provide the survey report and plan to the Postal Service. If friable ACM is subsequently found in or on the Property or the Building which reasonably should have been determined, identified, or known to the Landlord, the Landlord agrees at Landlord's sole expense, to remove and/or abate the friable ACM.

(iii) In performance of any work under this Clause, Landlord and Landlord's agents, contractors, and consultants ("**Landlord's Agents**") shall provide all information and data obtained, generated or learned as a result the work, including all verified lab data and all consultant reports, studies and analysis to Postal Service as soon as they become available, but no later than the 7 business days after receipt. In addition, if requested by Postal Service, Landlord and Landlord's Agents shall promptly make available to Postal Service access to all raw data, whether or not verified. Landlord also shall provide Postal Service with copies of all correspondence, information and documents submitted by or received by Landlord or Landlord's Agents from any third party or any governmental authority relating to the work promptly upon its receipt and/or submission by Landlord or Landlord's Agents. Postal Service shall be permitted to have representatives present during all work, and Landlord and Landlord's Agents shall provide to Postal Service samples, copies of the results of on-site testing and visual inspections, and access at all reasonable times to all samples and tests taken or conducted. If non-friable ACM, whether disclosed by the Landlord prior to execution of this Lease or subsequently found in or on the Property after execution of this Lease, should become friable due to any cause other than the negligence of the Postal Service, the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM shall be performed by the Landlord at the Landlord's sole cost and expense. If ACM in or on the Property or the Building was rendered friable due to the negligence of the Postal Service (including any such negligence of the Postal Service under any prior lease or leases of the Premises), the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense. The parties agree as follows: (1) neither of the following shall constitute the negligence of the Postal Service: (a) reasonable and ordinary wear and tear and (b) damages by the elements or by circumstances over which the Postal Service has no control; (2) to the extent a failure by the Postal Service to maintain the improvements containing ACM in accordance with the Postal Service's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Postal Service hereunder, and the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense; and (3) to the extent a failure by the Landlord to maintain the improvements containing ACM in accordance with the Landlord's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Landlord hereunder, and the Landlord shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Landlord's sole cost and expense.

(iv) If the Landlord fails to remove, or otherwise respond to in accordance with Environmental Law, any friable asbestos materials or Environmental Contamination, or fails to complete an AHERA asbestos survey and O&M plan with such diligence as will ensure its completion within the time specified in Postal Service notice to Landlord (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, as provided in the Maintenance Rider, the Postal Service shall have the right to perform the work (by contract or otherwise), and withhold the cost plus administrative costs and/or interest, from rent payments due or to become due or to become due under this Lease (or from other amounts owed to Landlord by the Postal Service or federal government). Completion of the work by Postal Service shall not relieve Landlord of its responsibility to perform the work in the future. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered untenable or unavailable to it by reason of such condition. Alternatively, if Landlord fails to prosecute the work as required and the Postal Service Contracting Officer determines that the premises are untenable or unfit for use or occupancy, with reasonable discretion, cancel this Lease in its entirety without liability. The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law.

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e. **Landlord Indemnification of Postal Service.** Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from and against any and all claims, losses, damages, actions, causes of action, expenses, fees and/or liability resulting from, brought for, or on account of any violation of this Clause or in any way arising out of or connected to Environmental Contamination on the Property, except that Landlord shall not be required to indemnify the Postal Service for, and to the extent of, that portion of the Environmental Contamination caused directly by the negligence of the Postal Service.

f. **Rights to Contribution.** Nothing stated herein is intended to limit the right of the Landlord or the Postal Service to make claims for contribution or cost recovery under applicable laws against each other or any other persons or entities responsible for such Environmental Contamination.

**If this Lease is for Premises that has been previously occupied by the Postal Service whether it is a new lease or a renewal, the following language can be used:**

a. **Definitions.** As used in this Lease, the following terms have the following meanings:

**"Environmental Laws"** mean all federal, state or local statutes, laws, ordinances, rules or regulations, relating to protection of human health or the environment, including but not limited to (i) all laws relating to the release of Hazardous Materials into the air, surface water, groundwater or land, or relating to the reporting, investigation or remediation of, licensing, manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials; (ii) all laws pertaining to the protection of the health and safety of employees; and (iii) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601 *et seq.*; the Hazardous Materials Transportation Act as amended 49 U.S.C. §1801 *et seq.*; the Resource Conservation and Recovery Act, as amended 42 U.S.C. §6901 *et seq.*; and the Federal Water Pollution Control Act, as amended, 33 U.S.C. §1251 *et seq.*

**"Hazardous Materials"** mean (i) any toxic substance or hazardous waste, substance or related material, or any pollutant or contaminant that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any and all Environmental Laws; (ii) petroleum, radon gas, asbestos in any form that is or could become friable, urea formaldehyde foam insulation, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls in excess of federal, state or local safety guidelines, whichever are more stringent; and (iii) any substance, gas material or chemical that is or may hereafter be defined as or included in the definition of "hazardous substances," "toxic substances," "hazardous materials," "hazardous waste" or words of similar import under any Environmental Laws.

**"Environmental Contamination"** means the presence of any Hazardous Materials which includes the presence of friable asbestos materials at any level, in, on, or under the Property, the premises, common areas or the Building, at levels that require reporting to the enforcing environmental regulatory agency and/or environmental response action (s) under applicable Environmental Laws.

**"Asbestos-Containing Material"** (ACM) means any material containing more than 1% asbestos as determined by using the method specified in 40 CFR Part 763, Subpart E, Appendix E. "Friable asbestos material" means any ACM that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

b. **Landlord Certification.** By execution of this Lease, the Landlord certifies that, to the best of its knowledge and excluding any written disclosures made to the Postal Service: (i) the Property and premises are free of Environmental Contamination; (ii) there are no undisclosed underground storage tanks or associated piping on, in, or under the premises or Property; (iii) there are no ACMs, radon, lead-based paint, or lead piping or solder in drinking water systems, or in or on the Property; and (iv) Landlord has not received, nor is Landlord aware of, any notification or other communication from any party concerning any environmental condition, or violation or potential violation of any Environmental Law, regarding the Property or its vicinity. If the Landlord becomes aware of any such conditions, potential conditions, or violations of any Environmental Laws regarding the Property or its vicinity defined herein, subsequent to Lease commencement, Landlord must disclose the new information to the Postal Service as soon as possible, and under no circumstances later than 5 business days after first becoming aware.

c. **Environmental Condition of the Premises.**

(i) Unless due to the negligence of the Postal Service, if after the Lease Commencement Date or any renewal thereof, Environmental Contamination is at any time identified on the Property, upon notification by the Postal Service, the Landlord agrees to remediate such Environmental Contamination to the extent required by Environmental Laws. Prior to performing any work, Landlord must seek and receive written approval from the Postal Service Contracting Officer of the Landlord's contractor and scope of work, and such approval will not be unreasonably withheld. The foregoing notwithstanding, the Postal Service shall pay that portion of the costs of remediation of Environmental Contamination caused directly by the negligence of the Postal Service.

(ii) In performance of any work under this Clause, Landlord and Landlord's agents, contractors, and consultants ("**Landlord's Agents**") shall provide all information and data obtained, generated or learned as a result the work, including all verified lab data and all consultant reports, studies and analysis to Postal Service as soon as they become available, but no later than the seven business days after receipt. In addition, if requested by Postal Service, Landlord and Landlord's Agents shall promptly make available to Postal Service access to all raw data, whether or not verified. Landlord also shall provide Postal Service with copies of all correspondence, information and documents submitted by or received by Landlord or Landlord's Agents from any third party or any governmental authority relating to the work promptly upon its receipt and/or submission by Landlord or Landlord's Agents. Postal Service shall be permitted to have representatives present during all work, and Landlord and Landlord's Agents shall provide to Postal Service samples, copies of the results of on-site testing and visual inspections, and complete access to all samples and tests taken or conducted.

(iii) If the Landlord fails to remove Environmental Contamination to the extent required by Environmental Law, or otherwise respond in accordance with Environmental Law, to any Environmental Contamination, with such diligence as will ensure its completion within the time specified in Postal Service notice to Landlord (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, as provided in the Maintenance Rider, the Postal Service shall have the right to perform the work (by contract or otherwise), and withhold the cost plus administrative costs and/or interest, from rent payments due or to become due or to become due under this Lease (or from other amounts owed to Landlord by the Postal Service or

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federal government). Completion of the work by Postal Service shall not relieve Landlord of its responsibility to perform the work in the future. In addition, the Postal Service may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered untenantable or unavailable to it by reason of such condition. Alternatively, if Landlord fails to prosecute the work as required and the Postal Service Contracting Officer determines that the premises are untenantable or unfit for use or occupancy, with reasonable discretion, cancel this Lease in its entirety without liability. The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law. If non-friable ACM, whether disclosed by the Landlord prior to execution of this Lease or subsequently found in or on the Property after execution of this Lease, should become friable due to any cause other than the negligence of the Postal Service, the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM shall be performed by the Landlord at the Landlord's sole cost and expense. If ACM in or on the Property or the Building was rendered friable due to the negligence of the Postal Service (including any such negligence of the Postal Service under any prior lease or leases of the Premises), the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense. The parties agree as follows: (1) neither of the following shall constitute the negligence of the Postal Service: (a) reasonable and ordinary wear and tear and (b) damages by the elements or by circumstances over which the Postal Service has no control; (2) to the extent a failure by the Postal Service to maintain the improvements containing ACM in accordance with the Postal Service's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Postal Service hereunder, and the Postal Service shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Postal Service's sole cost and expense; and (3) to the extent a failure by the Landlord to maintain the improvements containing ACM in accordance with the Landlord's obligations under the Maintenance Rider in the current or a prior lease of the Premises causes asbestos in ACM in the Premises to become friable, such failure shall constitute the negligence of the Landlord hereunder, and the Landlord shall be liable for the removal, abatement, containment, repair, remediation, replacement or environmental response to such friable ACM at the Landlord's sole cost and expense.

d. **Landlord Indemnification of Postal Service.** The Landlord hereby indemnifies and holds harmless the Postal Service and its officers, agents, representatives, and employees from and against any and all claims, losses, damages, actions, causes of action, expenses, fees and/or liability resulting from, brought for, or on account of any violation of this clause or in any way arising out of or connected to Environmental Contamination on the Property, except that Landlord shall not be required to indemnify the Postal Service for, and to the extent of, that portion of Environmental Contamination caused directly by the negligence of the Postal Service.

e. **Landlord Rights to Contribution.** Nothing stated herein is intended to limit the right of the Landlord or the Postal Service to make claims for contribution or cost recovery under applicable laws against each other or any other persons or entities responsible for such Environmental Contamination.

## 8. DEFAULTS

a. **Default by Postal Service.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by the Postal Service:

(i) The failure by the Postal Service to make any payment of Rent or any other payment required to be made by the Postal Service under this Lease, as and when due, where such failure shall continue for a period of 30 days after Landlord notifies the Postal Service in writing of such failure; or

(ii) The failure by the Postal Service to observe or perform any of the provisions of this Lease to be observed or performed by the Postal Service, other than the payment of sums due hereunder, where such failure shall continue for a period of 30 days after written notice thereof from Landlord to the Postal Service; provided, however, that if the nature of the Postal Service's default is such that more than 30 days are reasonably required for its cure, then the Postal Service shall not be deemed to be in default if the Postal Service commences such cure within such 30 day period and thereafter diligently pursues such cure to completion.

b. **Default by Landlord; Remedies.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Landlord:

(i) Landlord's failure to observe or perform any of the provisions of this Lease required to be observed or performed by Landlord, where such failure is not cured to the full satisfaction of the Postal Service within 30 days after written notice by the Postal Service to Landlord of said failure; provided, however, that if the nature of Landlord's default does not have a materially adverse impact upon the Postal Service's operations in the Premises (as reasonably determined by the Postal Service) and is such that more than 30 days are reasonably required for its cure, then Landlord shall not be deemed to be in default if Landlord commences such cure within such 30 days, thereafter diligently pursues such cure to completion, and completes such cure not later than 60 days from the date of the Postal Service's initial written notice to Landlord; or (ii) if any representation or warranty made by Landlord was false in any material respect when given or deemed given hereunder. In the event of a default by Landlord, the Postal Service, at its option, without further notice or demand, shall have the right to any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein: (a) to remedy such default or breach and deduct the costs thereof from the Rent next falling due; (b) to proportionately abate the Rent for any period the Premises, or any part thereof, are reasonably determined by the Postal Service to have been rendered untenantable, or unfit for use and occupancy, by reason of such default or breach; (c) to seek money damages for loss arising from Landlord's failure to discharge its obligations under the Lease; provided, however, that the Postal Service shall not seek or demand any consequential, punitive or special damages arising from Landlord's default; and (d) to terminate the Lease. Nothing herein contained shall relieve Landlord from its obligations hereunder, nor shall this Section be construed to obligate the Postal Service to perform Landlord's repair obligations under this Lease. The notice and cure provisions in this Paragraph (b) are for general defaults by Landlord not otherwise expressly addressed in other sections of this Lease, and therefore, to the extent of any conflict between the provisions of other sections of this Lease and this Paragraph (b), the provisions of other sections of this Lease shall govern.

c. **Force Majeure.** In the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Lease to be performed by such party (a "**Required Act**"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, acts or threats of terrorism, fire, flood, earthquake, delays by governmental authorities or other casualty or acts of God (a "**Force Majeure Event**"), then the performance of such Required Act shall be excused for the period of delay, and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Lease, the financial inability of

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Landlord or the Postal Service to perform any Required Act, including (without limitation) failure to obtain adequate or other financing, shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence sooner than 15 days before the date on which the party who asserts some right, defense or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party hereto. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating (i) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (ii) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood or other natural phenomena of normal intensity for the locality where the Premises are located.

**9. CLAIMS AND DISPUTES**

- a. This Lease shall be governed by federal law, including but not limited to, the Contract Disputes Act of 1978 (41 U.S.C. 7101-7109) (the "**Act**").
- b. Except as provided in the Act, all disputes arising under or relating to this Lease must be resolved under this clause.
- c. "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this Lease. However, a written demand or written assertion by the Landlord seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph d below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- d. A claim by the Landlord must be made in writing and submitted to the Postal Service Contracting Officer for a written decision. A claim by the Postal Service against the Landlord is subject to a written decision by the Postal Service Contracting Officer. For Landlord claims exceeding \$100,000, the Landlord must submit with the claim the following certification:

"I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief, that the amount requested accurately reflects the contract adjustment for which the Landlord believes the Postal Service is liable, and that I am duly authorized to certify the claim on behalf of the Landlord."

The certification may be executed by any person duly authorized to bind the Landlord with respect to the claim.

- e. For Landlord claims of \$100,000 or less, the Postal Service Contracting Officer must, if requested in writing by the Landlord, render a decision within 60 days of the request. For Landlord-certified claims over \$100,000, the Postal Service Contracting Officer must, within 60 days, decide the claim or notify the Landlord of the date by which the decision will be made.
- f. The Postal Service Contracting Officer's decision is final unless the Landlord appeals or files a suit as provided in the Act.
- g. When a claim is submitted by or against a Landlord, the parties by mutual consent may agree to use an alternative dispute resolution (ADR) process to assist in resolving the claim. A certification as described in subparagraph d of this clause must be provided for any claim, regardless of dollar amount, before ADR is used.
- h. The Postal Service will pay interest on the amount found due and unpaid from:
  1. the date the Postal Service Contracting Officer receives the claim (properly certified if required); or
  2. the date payment otherwise would be due, if that date is later, until the date of payment.
- i. Simple interest on claims will be paid at a rate determined in accordance with the Act.
- j. Landlord must proceed diligently with performance of this Lease, pending final resolution of any request for relief, claim, appeal, or action arising under this Lease, and comply with any decision of the Postal Service Contracting Officer.
- k. In the event of an alleged Postal Service default where the Postal Service has vacated the Premises, Landlord shall in all events have an affirmative obligation to obtain another tenant for the Premises at a fair market rental and to otherwise mitigate its damages. In no event shall the Postal Service or Landlord be liable for any consequential, punitive, or special damages under this Lease. The parties agree that this restriction shall not apply to liquidated damages, if any, provided for in any workletter or other rider or attachment to this Lease.

**10. GENERAL**

- a. **Quiet Enjoyment.** Without limiting any rights the Postal Service may have by statute or common law, Landlord covenants and agrees that, provided that the Postal Service is not in default under this Lease, and for so long as this Lease is in full force and effect, the Postal Service shall lawfully and quietly hold, occupy and enjoy the Premises during the term of this Lease from and after Landlord's delivery of the Premises to the Postal Service until the end of the



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term, without disturbance by Landlord or by any person having title paramount to Landlord's title or by any person claiming by, through or under Landlord.

b. **Exterior of Building.** Landlord shall not place, or allow any other person or entity to place, any advertising, bas reliefs, murals or other decorations on the exterior walls of the area in which the Premises is located nor shall Landlord place, or allow any other person or entity to place any additional landscaping or plantings in such area in excess of that landscaping or planting in existence at the commencement of this Lease. Nothing stated herein is intended to prohibit Landlord from replacing the landscaping or plantings in existence at the commencement of this Lease as needed.

c. **Recording.** (Drop Down Options, Select One)

- For Leases in excess of \$250,000 in annual rent, select recording option:
  - Immediately following the Effective Date, this Lease or a memorandum thereof, with the commencement date and all other necessary dates inserted, must be recorded by the Landlord at its sole expense. Such expense includes all fees required for or incident to recording. If the Landlord fails to record the Lease, or a memorandum thereof, the Postal Service may record the Lease or a memorandum thereof, and deduct all costs associated therewith from future rents.
  - This Lease or a memorandum thereof, with the commencement date and all other necessary dates and terms inserted, may be recorded by the Postal Service at its sole option and expense.
- For Leases below \$250,000 in annual rent, or if required by the Contracting Officer, select recording option:

Not Applicable

d. **Subordination, Non-Disturbance and Attornment Agreement.** (Drop Down Options, Select One)

- For Leases in excess of \$50,000 in annual rent and more than 3 years term, select option:

If there is now or will be a mortgage on the property which is or will be recorded prior to the Effective Date, the Landlord must notify the Postal Service of the facts concerning such mortgage. This Lease will be subject and subordinate to the lien of all existing mortgages or deeds to secure debt encumbering the property, provided that Landlord has obtained from such holder of any existing mortgage a Subordination, Non-Disturbance and Attornment Agreement in the form attached hereto.
- For Leases below \$50,000 in annual rent or less than 3 years term, select option:

Not Applicable

e. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

f. **Interpretation.** Section headings are not a part hereof and shall not be used to interpret the meaning of this Lease. This Lease shall be interpreted in accordance with the fair meaning of its words and both parties certify they either have been or have had the opportunity to be represented by their own counsel and that they are familiar with the provisions of this Lease, which provisions have been fully negotiated, and agree that the provisions hereof are not to be construed either for or against either party as the drafting party.

g. **Incorporation of Prior Agreements; Amendments.** This Lease contains all agreements of the parties as of the date hereof with respect to any matter mentioned herein. No prior agreement, correspondence or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof. This Lease may be modified only in writing, signed by the parties in interest, at the time of the modification. Landlord specifically acknowledges that the Postal Service's employees at the Premises do not have authority to modify the Lease or to waive the Postal Service's rights hereunder.

h. **Waivers.** No waiver by the Postal Service or Landlord of any provision hereof shall be deemed a waiver of any other provision hereof and no waiver of any breach hereunder by Postal Service or Landlord shall be deemed a waiver of any subsequent breach by the Postal Service or Landlord of the same or any other provision. A party's consent to or approval of any act shall not be deemed to render unnecessary obtaining such party's consent to or approval of any subsequent act. No waiver shall be effective unless it is in writing, executed on behalf of Landlord or the Postal Service by the person to whom notices are to be addressed.

i. **Holding Over.** If the Postal Service remains in possession of the Premises or any part thereof after the expiration of the term, with or without the written consent of Landlord, such occupancy shall be on all the terms of this Lease with the exception that the Postal Service will continue to pay either the last rental rate in effect prior to the expiration or termination of the Lease or the fair market value (as determined by the Postal Service in its sole, but reasonable, discretion) of the leasehold, whichever is higher. If the parties agree to and execute a new lease or a lease extension, the rent paid during the holdover period will be adjusted to reflect the rate negotiated by the parties for the new lease or lease extension, and the difference, if any, will be paid to Landlord along with the new rent for the new lease or lease extension, or credited to the Postal Service, if applicable. The Postal Service may terminate the Lease during the holdover period upon 60 days' prior written notice to Landlord without any liability hereunder to Landlord. Failure by the Postal Service to

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deliver keys to the Premises to Landlord or to remove its personal property therefrom at the end of the Lease term shall not be construed as an act of holdover by the Postal Service.

j. **Successors and Assigns.** Subject to the provisions of this Lease, this Lease shall be binding upon and benefit the parties, their personal representatives, successors and assigns.

k. **Landlord's Access.** Landlord and Landlord's agents shall have the right to enter the Premises upon reasonable prior written notice for the purpose of performing maintenance or repairs that are the responsibility of Landlord under this Lease. The Landlord's right of entry hereunder shall be exercisable only during normal business hours and only on the terms set forth below. All other access to the Premises, including but not limited to showing the property to potential buyers, and within 30 days of the end of the Lease term, showing the property to potential tenants, shall be at the sole discretion of the Postal Service. In the event of emergency requiring access after-hours, Landlord must call the Postal Inspection Service at 1-877-876-2455 Option 2 "Emergency" prior to entry. When entering or performing any repair or other work in the Premises, Landlord, its agents, employees and/or contractors (i) shall identify themselves to the Postal Service's personnel immediately upon entering the Premises, and must be accompanied by a Postal Service employee when not in public areas; and (ii) shall use commercially reasonable, good faith efforts not to materially or unreasonably affect, interrupt or interfere with the Postal Service's use, business or operations on the Premises or obstruct the visibility of or access to the Premises. In the event of substantial, material or unreasonable interference, the Rent and other payments and reimbursements due or to become due under this Lease all shall be equitably abated if the interference continues for more than 24 hours. In the event such interference shall continue for longer than 6 months, the Postal Service shall have the option to terminate this Lease or continue to operate with rent abatement until the interruption ceases. Notwithstanding the foregoing, in the event that, as a result of any substantial, material or unreasonable interference, the Postal Service is legally required to move any of its business operations, then Landlord shall reimburse the Postal Service for the actual reasonable costs incurred in connection with such move.

l. **Calendar Days.** All references herein to "days" shall mean calendar days unless specified to the contrary.

m. **Counterparts.** This Lease may be executed in counterparts, which together shall constitute a single instrument. The parties agree that if the signature(s) of either Landlord or the Postal Service on this Lease or any amendments, addendums, assignments, or other records associated with this Lease is not an original but is a digitally encrypted signature, then such digitally encrypted signature shall be as enforceable, valid and binding as, and the legal equivalent to, an authentic original wet signature penned manually by its signatory.

n. **Notices.** Whenever a provision is made under this Lease for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and sent by (i) United States mail, certified, postage prepaid or (iii) by Priority Mail Express (overnight), in each instance to the addresses set forth below or at such address as either party may advise the other from time to time. Notices to the Postal Service shall also include the identification of the facility name and location in such notices. Notices given hereunder shall be deemed to have been given three (3) days after the date of certified mailing or the next business day after being sent by Priority Mail Express (regardless whether the addressee rejects, refuses to sign, or fails to pick up such delivery).

To Landlord at: \_\_\_\_\_  
\_\_\_\_\_

With a copy to: \_\_\_\_\_  
\_\_\_\_\_

To the Postal Service at: \_\_\_\_\_  
\_\_\_\_\_

With a copy to: [Postmaster/Installation Head]  
[Address of Premises]  
\_\_\_\_\_

Anything in the foregoing to the contrary notwithstanding, in the case of multiple persons or entities comprising Landlord under this Lease or in the case of a person or entity acting as an agent of Landlord, notices to any one of such multiple persons or entities or notice to an agent of Landlord shall be deemed to be sufficient notice to Landlord.

o. **Prompt Payment Act.** The provisions of the Prompt Payment Act, 31 U.S.C. § 3901 shall apply to all Postal Service payment obligations under this Lease, including any interest or penalties for late payments.

p. **Payment Offsets.** As required by 31 U.S.C. 3716, the Postal Service participates in the Treasury Offset Program of the Department of Treasury's Financial Management Service. Payments owed to Landlord from the Postal Service under this Lease are subject to offset in whole or in part to for the Landlord's delinquent tax and non-tax debts owed to the United States and the states and for delinquent child support payments.

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q. **Real Estate Conflict of Interest Certification.** As condition to the effectiveness of this Lease, Landlord shall complete and return the "Real Estate Conflict of Interest" form attached to this Lease at the time of Landlord's execution and delivery of this Lease. If Landlord's certification in such form is false, or Landlord breaches the certification and fails to notify the Postal Service Contracting Officer as provided therein, then the Postal Service may (i) withhold rent and all other payments and reimbursements until Landlord remedies the misrepresentation or the Postal Service waives such conflict of interest, (ii) terminate the Lease on a date set forth in the notice to Landlord without penalty, or (iii) exercise any other remedy it may have for damages or injunctive relief. The Postal Service may exercise any or all of the foregoing remedies.

**11. FACILITIES NONDISCRIMINATION**

a. By executing this Lease, the Landlord certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained.

b. The Landlord will insert this clause in all contracts or purchase orders under this Lease unless exempted by Secretary of Labor rules, regulations, or orders issued under Executive Order 11246.

**12. CLAUSES REQUIRED TO IMPLEMENT POLICIES, STATUTES, OR EXECUTIVE ORDERS**

The following clauses are incorporated in this Lease by reference. The text of incorporated terms may be found in the Postal Service's Supplying Principles and Practices, accessible at <http://about.usps.com/manuals/spp/html/spp10.htm> or by searching [www.usps.com](http://www.usps.com).

Clause 1-5, Gratuities or Gifts (March 2006)

Clause 1-6, Contingent Fees (March 2006)

Clause 9-3, Davis-Bacon Act (March 2006)<sup>1</sup>

Clause 9-7, Equal Opportunity (March 2006)<sup>2</sup>

Clause 9-13, Affirmative Action for Handicapped Workers (March 2006)<sup>3</sup>

Clause 9-14, Affirmative Action for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (February 2010)<sup>4</sup>

Clause B-25, Advertising of Contract Awards (February 2013)

Note: For purposes of applying the above standard clauses to this Lease, the terms "supplier," "contractor," and "lessor" are synonymous with "Landlord," and the term "contract" is synonymous with "Lease."

<sup>1</sup> For premises with net interior space in excess of 6,500 SF.

<sup>2</sup> For leases aggregating payments of \$10,000 or more.

<sup>3</sup> For leases aggregating payments of \$10,000 or more.

<sup>4</sup> For leases aggregating payments of \$25,000 or more.

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1. Landlord shall, except as otherwise specified herein and except for damage resulting from, and to the extent of, the negligence of the Postal Service agents or employees (which portion of the damage arising directly from Postal Service agent or employee negligence shall be the responsibility of the Postal Service), maintain the Premises, including the building and any and all equipment, fixtures, systems, common facilities and appurtenances (including but not limited to parking lots, driveways, sidewalks and fencing), whether severable or non-severable, furnished by Landlord under this Lease, in good repair and tenantable condition consistent with standards of comparable buildings and/or projects located in the vicinity of the Property. Landlord's duties under this Rider shall include repair and replacement, as necessary, and includes without limitation:
  - a. Landlord is responsible for inspection, prevention and eradication of vermin, birds, insects, including, without limitation, termites and any other wood-eating insects and for repairs of any damage resulting therefrom.
  - b. Landlord is responsible to repair damages resulting from Acts of God; acts of public enemy, riot or insurrection; and vandalism and damages resulting from fire or other casualty (except to the extent such damages were caused due to the negligence of the Postal Service agents or employees in which case the Postal Service shall be responsible for the portion of repairs caused directly by its negligence).
  - c. Any heating system and air conditioning equipment furnished by Landlord must be properly sized for the facility, must be in good working order at the commencement of the term, and must be maintained and, if necessary, replaced by Landlord to ensure that it remains in good working order and in proper operation; such system and equipment must be capable of cooling the Premises to 68 degrees Fahrenheit (68°F) and heating the Premises to 78 degrees Fahrenheit (78°F) in all enclosed portions of the Premises (excluding any rear vestibule) at all times. In addition, such system and equipment must provide heat to a minimum of 68 degrees Fahrenheit (68°F) and cooling to a maximum of 78 degrees Fahrenheit (78°F) in all enclosed portions of the Premises (excluding any rear vestibule) at all times during the appropriate seasons. Landlord shall be responsible for maintaining and servicing of the heating system and air-conditioning equipment, including, refrigerant and filters per manufacturer's recommendation as required for proper operation of the equipment and for replacing the same at the end of its useful life or earlier. Regardless of whether Landlord is required by the Lease to provide fuel for a heating system as set forth in the USE Rider, any investigative and remediation cost associated with a release of fuel from the heating system, including any fuel tank, shall be the responsibility of the Landlord, unless, and to the extent that, the release is caused due to the negligence of the Postal Service agents or employees, in which event the Postal Service shall be responsible for a portion of the investigative and remediation costs associated with the release to the extent such release was due directly to the Postal Service's agents' or employees' negligence.
  - d. Boilers (heating and hot water supply) and unfired pressure vessels provided by Landlord as part of the Premises shall be maintained and, if necessary, replaced by the Landlord in accordance with ASME Boiler and Pressure Vessel Code, Sections IV, VI, and VIII; National Fire Prevention Association (NFPA)-70, National Electric Code; and/or ASME Safety Code No. CSD-1, Controls and Safety Devices for Automatically Fired Boilers; ASME A18.1, Safety Standard for Platform Lifts and Chairlifts; NFPA-54, National Fuel Gas Code; and NFPA-31, Oil Burning Equipment Code, as applicable, or as required by local ordinances. Current safety certificates issued by an organization recognized by the National Board of Boiler and Pressure Vessel Inspectors or a federal, state or municipal authority which has adopted the American National Standard Institute/American Society of Mechanical Engineers (ASME) Boiler and Vessel Code, must be provided by Landlord for boilers and unfired pressure vessels. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes, and may issue safety certificates, as appropriate.
  - e. Any electrical/power system furnished by Landlord must be properly sized for the facility, must be in good working order at the commencement of the term, and must be maintained and, if necessary, replaced by Landlord to ensure that it remains in good working order and in proper operation.
  - f. Whether public or private water or sewer systems are provided, said systems (including potable water) must

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be properly sized for the facility and be maintained in good working order at all times during the term and replaced by Landlord as necessary to ensure that the same remain in good working order as aforesaid, including any inspections that may be required.

- g. Landlord shall paint all interior and exterior previously painted surfaces as follows: no later than six (6) months following the start of the Lease term, unless painted within 60 months prior to the Commencement Date, and at least once every five (5) years during the continuance of the Lease term unless required more often because of damage from fire or other casualty. Landlord is required to apply only one coat of paint. If additional coats are required by the Postal Service, the Postal Service will be responsible for cost of additional coats of paint, including application costs. Landlord shall coordinate the painting schedule in advance with the Postal Service's on-site facility manager. The Postal Service will be responsible for moving furniture and equipment away from walls as required, provided that Landlord gives the Postal Service at least 60 days prior notice of the need to do so, and provided that Landlord shall not conduct any type of painting (interior or exterior) during the period beginning October 1 and ending January 30 during the Lease term.
- h. Any elevators, escalators and/or dumbwaiters provided by the Landlord as part of the Premises shall be maintained in good working order throughout the term, and, if necessary to ensure that the same remain in good working order and in proper operation, replaced by the Landlord in accordance with ASME A17.1, Safety Code for Elevators, Escalators, Dumbwaiters, and Moving Walks; ASME A17.2, Elevator Inspectors Manual; ASME A17.3 Safety Code for Existing Elevators and Escalators; ASME A17.4, Emergency Evacuation Procedures for Elevators; and ASME A17.5, Elevator and Escalator Electrical Equipment. Landlord must ensure that current safety certificates for elevators, dumbwaiters and escalators are issued by an organization authorized to inspect in accordance with the ANSI/ASME Code for Elevators, Dumbwaiters and Escalators or appropriate federal, state or municipal authority. In the event local jurisdictions do not require periodic inspection of such equipment, the Postal Service shall have the right to conduct inspections in accordance with the aforesaid codes.
- i. Any wiring, including, but not limited to, wiring for the Electronic Security and Surveillance Equipment (ESS), Closed Circuit Television (CCTV), Very Small Aperture Terminal (VSAT), Criminal Investigation System (CIS), Intrusion Detection System (IDS), etc., installed by Landlord shall be maintained, and if necessary, replaced by Landlord. However, the Landlord shall not attempt any maintenance of, or repair of, or interfere with, the actual security, telephone, or telecommunications equipment, such as cameras, consoles, monitors, satellite dishes, telephone handsets, and Point-of-Service (POS) equipment.
- j. Landlord is responsible for all utilities including all systems and structures and the components thereof which deliver such utility services to the Premises, including but not limited to base building plumbing, pipes, conduit, wiring, and related components located within the facility including, without limitation, behind walls, under floors and inside ceilings. This excludes additional systems and/or structures that were specifically installed by the Postal Service or its contractors for the Postal Service's particular furniture, fixtures, and equipment (FF&E) needs.
2. Notwithstanding anything herein to the contrary, the Postal Service shall, except for damage resulting from, and to the extent of, the negligence of Landlord, maintain the following items at the Premises if originally installed by the Postal Service: flag poles, dock lifts, roll-up customer service windows, roll-up doors, scissor lifts, electronic security systems, and lobby and back-door locks. The Postal Service's duties include repair and replacement, as necessary, and shall be fulfilled at such time and in such manner as the Postal Service reasonably considers necessary to keep such items in proper condition during the Lease term. The Landlord shall be responsible for the portion of maintenance, repair and replacement costs for damage to such items resulting directly from its negligence.
3. Whenever the Landlord's obligation for maintenance, repair, or replacement arises under this Lease, Landlord shall make all repairs promptly but in any event within the time period provided in the Postal Service's notice to Landlord and submit photographs of the completed repair to the Postal Service at the address designated in such notice provided by the Postal Service. If Landlord fails to make such repairs within the time period set forth in the Postal Service's notice to Landlord (except when the repairs require more time than as provided in the Postal Service's notice to Landlord and

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Landlord proposes another time period for completion acceptable to the Postal Service), the Postal Service may (i) perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and other payments and reimbursements due or to become due to Landlord, or (ii) terminate the Lease on a date specified by the Postal Service in the notice to Landlord. Notwithstanding the foregoing, in the event of an emergency (as reasonably determined by the Postal Service), the Postal Service may give Landlord such shorter notice as is practicable under the circumstances, including by telephone, and if Landlord fails to make such repairs immediately, the Postal Service may immediately perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from Landlord and from Rent and other payments and reimbursements due or to become due to Landlord. The Postal Service may abate Rent and all other payments due or to become due under this Lease for any period the Postal Service reasonably determines all or any portion of the Premises, any common areas of the Property providing access to the Premises, or parking areas are untenable or unfit for the Postal Service's use. The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law.

4. In performing the maintenance, repair and/or replacement obligations under this Lease, Landlord must:

- a. comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations (CFR) (including but not limited to Parts 1910 and 1926), promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA);
- b. comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with Section 3(a) above; and
- c. take all other proper precautions to protect the health and safety of:
  - (1) any laborer or mechanic employed by the Landlord in performance of this Lease;
  - (2) Postal Service employees; and
  - (3) the public.

Landlord must include this clause in all contracts hereunder and require its inclusion in all subcontracts of a lower tier. The term "Landlord" as used in this clause in any contract must be deemed to refer to the contractor.

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1. The Postal Service shall maintain the Premises (including repair and replacement of items, if necessary) except for those items specifically made the responsibility of Landlord in Paragraph 3 below. The responsibility of the Postal Service as stated herein will be fulfilled at such time and in such manner as the Postal Service reasonably considers necessary to keep the Premises in proper condition during the Lease term.
2. The term "Premises" as used in this rider includes the Premises described in the Lease, the improvements and appurtenances to such Premises exclusively used by the Postal Service (including parking lots, driveways, sidewalks, and fencing), and all equipment and fixtures furnished, or to be furnished, by Landlord under this Lease.
3. Landlord is responsible for maintenance of, repairs to, and, if necessary, replacement of:
  - a. All structural elements, exterior or interior wherever located on the Property, including but not limited to: the foundation; column supports; bearing walls; retaining walls; fencing, gates, paths, bridges, floors (but not including floor covering), and similar structural elements or features.
  - b. All lighting systems, including all components thereof, such as, by way of example and not in limitation, ballasts, poles, and light fixture covers (but not light bulbs).
  - c. All parts of the roof system including, but not limited to: the roof covering; flashing and insulation (including around any roof-top equipment); roof beams, joists, and deck; soffit and fascia; and gutters and downspouts. Landlord shall be responsible for the timely removal of snow and ice from the roof. Landlord will also be responsible for regular cleaning of all gutters, downspouts, troughs, scuppers, roof drains, etc.
  - d. Inspection, prevention and eradication of termites and other wood-eating insects and any damage resulting therefrom.
  - e. Defects in building construction or installation of equipment, fixtures, or appurtenances furnished by Landlord.
  - f. Damage from Acts of God; acts of public enemy, riot or insurrection; and vandalism, and damages resulting from fire or other casualties.
  - g. Any necessary replacement of any part or all of the well and septic systems, including lateral fields. If replacement of either system becomes necessary as a result of the failure of that system, Landlord remains responsible for providing an operating well system and septic system. Landlord is also responsible for any inspections of these systems required by governing bodies. Landlord is responsible for the permitting and routine maintenance of the well system and septic system, including any necessary pumping and cleaning of the septic system. While all or any part of such well or septic system is not functioning, Landlord shall provide, at Landlord's sole cost, risk and expense, potable water and sanitary facilities at the Premises and shall maintain the same in good working order until the well and septic system are functioning as required by the Postal Service.
  - h. All utilities, including all systems and structures and the components thereof which deliver such utility services to the Premises, including but not limited to base building plumbing, pipes, conduit, wiring, and related components located within the facility including, without limitation, behind walls, under floors and inside ceilings. This excludes additional systems and/or structures that were specifically installed by the Postal Service or its contractors for the Postal Service's particular furniture, fixtures, and equipment (FF&E) needs.
  - i. Inspection and remediation of standing water (interior and exterior).
  - j. Any retention ponds.
  - k. Any sink holes and any damage resulting therefrom.
  - l. All site related issues at the exterior of the Property, including but not limited to, damage caused by trees, overhanging branches, and roots (whether such items cause damage either on or off the Property) (but not including general landscaping).

Except to the extent that any maintenance, repairs or replacement of the above was required as a direct result of the negligence of the Postal Service, in which event a portion of the costs of such maintenance, repairs or replacement directly attributable to the negligence of the Postal Service shall be paid by the Postal Service.

4. Whenever the Landlord's obligation for maintenance, repair, or replacement arises under this Lease, Landlord shall make all repairs promptly but in any event within the time period provided in the Postal Service's notice to Landlord and submit photographs of the completed repair to the Postal Service at the address designated in such notice provided by the Postal Service. If Landlord fails to make such repairs within the time period set forth in the Postal Service's notice to Landlord (except when the repairs require more time than as provided in the Postal Service's notice to Landlord and

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Landlord proposes another time period for completion acceptable to the Postal Service), the Postal Service may (i) perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and other payments and reimbursements due or to become due to Landlord, or (ii) terminate the Lease on a date specified by the Postal Service in the notice to Landlord. Notwithstanding the foregoing, in the event of an emergency (as reasonably determined by the Postal Service), the Postal Service may give Landlord such shorter notice as is practicable under the circumstances, and if Landlord fails to make such repairs immediately, the Postal Service may immediately perform the maintenance, repair, or replacement (by contract or otherwise) and recover the cost plus any administrative cost and/or interest, from the Landlord and from Rent and other payments and reimbursements due or to become due to Landlord. The Postal Service may abate Rent and all other payments due or to become due under this Lease for any period the Postal Service reasonably determines all or any portion of the Premises, any common areas of the Property providing access to the Premises, or parking areas are untenantable or unfit for the Postal Service's use. The remedies provided in this section are non-exclusive and are in addition to any remedies available to the Postal Service under applicable law.

5. In performing the maintenance, repair and/or replacement obligations under this Lease, Landlord must:

- a. comply with applicable Occupational Safety and Health Standards, title 29 Code of Federal Regulations (CFR) (including but not limited to Parts 1910 and 1926), promulgated pursuant to the authority of the Occupational Safety and Health Act of 1970 (OSHA);
- b. comply with any other applicable federal, state, or local regulation governing workplace safety to the extent they are not in conflict with Section 3(a) above; and
- c. take all other proper precautions to protect the health and safety of:
  - (1) any laborer or mechanic employed by the Landlord in performance of this Lease;
  - (2) Postal Service employees; and
  - (3) the public.

Landlord must include this clause in all contracts hereunder and require its inclusion in all subcontracts of a lower tier. The term "Landlord" as used in this clause in any contract must be deemed to refer to the contractor.



# Tax Rider Reimbursement of Paid Taxes

Facility Name/Location  
- (-)

County:  
Solicitation:

Assessor's Parcel Number:

a. Definitions

Ad Valorem means according to the value of the property.

Property Tax Rate is an amount expressed as dollars and cents per \$100.00 or per \$1,000.00 of assessed value or as mills per \$1.00 of assessed value as set by authorities for tax jurisdictions, which is applied to the value of the land, improvements on the land, or both, to determine some kinds of Real Property Taxes.

Real Property Taxes, as used in this clause, shall mean those taxes, including Ad Valorem taxes, special assessments, fees and charges, that are assessed against any or all taxable real property appearing on the assessment roll or list in a taxing authority's jurisdiction and that are identified by a taxing authority for the support of government activities within its jurisdiction, whether such activities are general or specifically identified. Real Property Taxes also include administrative charges or fees imposed by a taxing authority, including those for the support of its assessment and collection activities and any future taxes or charges imposed upon Landlord or assessed against the Property which are in the nature of or in substitution for real estate taxes, including any tax levied on or measured by rents payable.

b. Landlord agrees to pay all taxes of any kind, including Real Property Taxes, and fees of every kind and nature levied on the Premises.

c. The Postal Service will reimburse Landlord  % ("Tenant's Share") of the total paid Real Property Taxes in accordance with this Tax Rider. Tenant's Share shall be determined by a fraction, the numerator of which is the square feet of floor area in the premises and the denominator of which is the square feet of floor area of all building or buildings in the Property, as may be changed from time to time. Tenant's Share was computed as follows:

1. Landlord may submit not more than one request for reimbursement in any calendar year, irrespective of the number of taxing authorities included; and reimbursement will be made **not more than one time annually by the Postal Service**.
  2. No reimbursement will be made for fines, penalties, interest or costs imposed for late payment.
  3. Reimbursement will be made only for net paid taxes, less Tenant's Share of the maximum discount allowed by the taxing authority for prompt or early payment, regardless of whether Landlord actually received any such discount.
  4. Reimbursement will be made only for taxes levied for periods of time within the term of this Lease in accordance with the provisions of this Lease.
  5. In order to qualify for reimbursement, the tax bill as issued by the taxing authority must include the Premises.
  6. **Landlord must provide copies of the front and back of the complete tax bill issued by the taxing authority**, along with satisfactory proof of payment. Satisfactory proof of payment shall be (i) a receipt for payment shown on the face of the tax bill, (ii) a copy of the front and back of the canceled payment check, (iii) a statement from a lender verifying payment of the tax, or (iv) other documentation reasonably satisfactory to the Postal Service.
  7. Incomplete or improper requests for reimbursement will be returned to Landlord without payment.
  8. Landlord must include the city, state, and the Postal Service facility ID # as set forth in the header on this Lease on the request for reimbursement.
  9. **Landlord agrees to submit a request for reimbursement of taxes within 18 months after the date of payment by Landlord. In the event Landlord fails to submit its request for reimbursement within that time period, the Postal Service is not required to reimburse paid taxes.**
- d. The Landlord must promptly furnish to the Postal Service copies of all notices that may affect the valuation of the Premises for Real Property Tax purposes or that may affect the levy or assessment of Real Property Taxes thereon. If Landlord does not timely furnish such notices relating to valuation changes or the levy or assessment of taxes or fails after being requested in writing by the Postal Service to meet any legal prerequisite for appeal, and as a result the Postal Service loses the ability to exercise its right, as stated in e. below, to contest the validity or the

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amount of the taxes, then the Postal Service shall be responsible to reimburse Landlord for only 75% of Tenant's Share of the reimbursable taxes due for the year involved. All notices required under this paragraph must be delivered within 10 days from the receipt thereof by Landlord in accordance with the delivery methods of Section 10(n) of the General Conditions to USPS Lease but to the following address:

Contracting Officer



- e. The Postal Service may contest the validity of any valuation for Real Property Tax purposes or of any levy or assessment of any Real Property Taxes by appropriate proceedings either in the name of the Postal Service or of the Landlord or in the names of both. Notwithstanding any contest of valuation, Property Tax Rate, levy or assessment, Landlord must pay under protest the Real Property Taxes involved when requested to do so by the Postal Service. The Landlord, upon reasonable notice and request by the Postal Service, must join in any proceedings, must cooperate with the Postal Service, and must execute and file any documents or pleadings as the Postal Service may require for such proceeding, provided the Landlord is reasonably satisfied that the facts and data contained therein are accurate. Landlord will not be responsible for the payment of expenses, penalties, costs, and legal expenses in connection with any protest or appeal proceedings brought by the Postal Service, and the Postal Service will reimburse the Landlord for any such expenses, penalties, costs, and legal expenses actually and reasonably paid by Landlord. Landlord hereby authorizes the Postal Service as its agent to represent its interest in any appeal or protest proceeding authorized under this paragraph.
- f. Landlord shall promptly notify the Postal Service of any appeal or other action it takes or initiates to adjust any valuation of the property, Property Tax Rate, or levy or assessment of Real Property Taxes. The Postal Service will not be responsible for the payment of expenses, penalties, costs, and legal expenses in connection with any protest or appeal proceedings brought by Landlord, but shall be entitled to Tenant's Share of any and all monies obtained through such actions or any other refunds or remissions of Real Property Taxes paid in any year subsequent to the commencement of the Lease. If any such refunded or remitted monies are paid or delivered to Landlord, Landlord must immediately forward Tenant's Share to the Postal Service. If Landlord is informed that he is entitled to a refund or remission of monies paid as Real Property Taxes upon the submission of an application, Landlord will promptly make and file such application, and upon receipt of such refund or remission, immediately forward it to the Postal Service. The Postal Service reserves the right to offset Tenant's Share of refund and remission payments not so obtained or forwarded, against Rent or other payments due the Landlord.
- g. The Postal Service is entitled to the benefits of all tax exemptions or abatements authorized by law or regulation that may be available with respect to the Premises. Landlord shall take all necessary steps to obtain such exemptions or abatements. The Postal Service reserves the right to offset against Rent or other payments due the Landlord the amount or value of any abatement or exemption that would have been available if Landlord had properly applied for it, and any amount for which the Postal Service is not to be responsible under paragraph (d), above.
- h. Nothing herein contained shall operate to waive or deprive the Postal Service of any rights, privileges or immunities it enjoys under law.
- i. In the event that the site is enlarged or decreased, or the Building is altered in any way that may affect the assessment value of the total Property, the percentage shown in paragraph c. above, shall be recomputed to reflect the correct proportion of the value of the Premises to the relative value of the total Property.

Facility Name/Location  
- (-)County:  
Solicitation:**1. HEAT (Drop Down Options, Select One EXCEPT DO NOT SELECT FOLLOW ON LEASE W/LANDLORD SYSTEM IF LANDLORD HAS MAINTENANCE UNDER THIS LEASE)**

- Landlord System & Fuel:** Landlord must furnish and maintain a heating system in accordance with the Maintenance Rider and pay for all fuel required for proper operation of the heating system.
- Landlord System & USPS Fuel:** Landlord must furnish and maintain a heating system in accordance with the Maintenance Rider. The Postal Service pays all recurring fuel charges, provided such charges are separately metered, at Landlord's expense, for the Postal Service's consumption.
- Landlord System & USPS Maintenance & Fuel:** Landlord must furnish a heating system in good working order at the commencement of the Lease term. The Postal Service pays all recurring fuel charges, provided such charges are separately metered, at Landlord's expense, for the Postal Service's consumption.
- Follow-on Lease w/ Landlord System but USPS Maintenance & Fuel:** Under a prior lease between the parties, Landlord furnished a heating system. In accordance with the Maintenance Rider of this Lease, Landlord has no obligation to maintain or replace the previously provided heating system. The Postal Service pays all recurring fuel charges, provided such charges are separately metered, at Landlord's expense, for the Postal Service's consumption.
- No Landlord System:** Landlord is not responsible for furnishing a heating system or fuel for heat under this Lease. The Postal Service may elect to furnish a heating system.

**2. AIR CONDITIONING (Drop Down Options, Select One EXCEPT DO NOT SELECT FOLLOW ON LEASE W/LANDLORD EQUIPMENT IF LANDLORD [NOT USPS] HAS MAINTENANCE UNDER THIS LEASE)**

- Landlord Equipment & Power:** Landlord must furnish and maintain air-conditioning equipment in accordance with the Maintenance Rider and pay for all power required for proper operation of the equipment.
- Landlord Equipment & USPS Power:** Landlord must furnish and maintain air conditioning equipment in accordance with the Maintenance Rider. The Postal Service pays for recurring charges for power for the air conditioning equipment, provided the power is separately metered, at Landlord's expense, for the Postal Service's consumption.
- Landlord Equipment & USPS Maintenance & Power:** Landlord must furnish air conditioning equipment in good working order at the commencement of the Lease term. The Postal Service pays all recurring power charges for the air conditioning equipment, provided such charges are separately metered, at Landlord's expense, for the Postal Service's consumption.
- Follow-on Lease w/ Landlord Equipment but USPS Maintenance & Power:** Under a prior lease between the parties, Landlord furnished air conditioning equipment. In accordance with the Maintenance Rider of this Lease, Landlord has no obligation to maintain or replace the previously provided air conditioning equipment. The Postal Service pays all recurring charges for power for the equipment, provided such charges are separately metered, at Landlord's expense, for the Postal Service's consumption.
- No Landlord System:** Landlord is not responsible for furnishing air conditioning equipment under this Lease. The Postal Service may elect to furnish air conditioning equipment.

Facility Name/Location  
- (-)County:  
Solicitation:**3. ELECTRICITY (Drop Down Options, Select One)**

- Landlord Equipment & Power:** Landlord must furnish and maintain an electrical system in accordance with the Maintenance Rider, and pay for all recurring electric bills.
- Landlord Equipment & USPS Power:** Landlord must furnish and maintain an electrical system in accordance with the Maintenance Rider. The Postal Service will pay all recurring electric bills, provided such charges are separately metered at Landlord's expense for the Postal Service's consumption.

**4. LIGHT (Drop Down Options, Select One)**

- Landlord Fixtures & Maintenance:** Landlord must provide light fixtures in good working order and maintain, repair and replace the same to ensure that the light fixtures remain in good working order throughout the Lease term. Landlord is not responsible for replacement of light bulbs.
- Landlord Fixtures & USPS Maintenance:** Landlord must provide light fixtures in good working order at the commencement of the Lease term. Landlord is not responsible for maintenance or replacement of light bulbs.
- Follow-on Lease w/ Landlord Fixtures but USPS Maintenance:** Under a prior lease between the parties, Landlord furnished light fixtures. Landlord has no obligation to maintain or replace the previously provided light fixtures. Landlord is not responsible for replacement of light bulbs.
- USPS Fixtures:** Landlord is not responsible for providing light fixtures or light bulbs.

**5. WATER (Drop Down Options, Select One)**

- Not Applicable.
- Landlord System & Water – Public:** Landlord must furnish and maintain at all times throughout the Lease term a potable water system in good working order, in accordance with the Maintenance Rider, and pay for all recurring water charges.
- Landlord System & USPS Water – Public:** Landlord must furnish and maintain at all times throughout the Lease term a potable water system in good working order, in accordance with the Maintenance Rider. The Postal Service pays for all recurring water charges, provided such charges are separately metered, at Landlord's expense, for the Postal Service's consumption.
- Landlord System & Water – Private:** Landlord must furnish and maintain at all times throughout the Lease term a potable water system in good working order, in accordance with the Maintenance Rider, and pay for all recurring charges. If public water is not currently available, but becomes available in the future, Landlord agrees to accomplish connection, maintain, and pay all fees and costs involved in connecting the building system to the public water system. After connection, the Postal Service pays for all recurring water charges, provided such charges are separately metered, at Landlord's expense, for the Postal Service's consumption.
- Landlord System & Water – Public/Private alternative:** Landlord must furnish and maintain at all times throughout the Lease term a water system in good working order, in accordance with the Maintenance Rider, and pay for all recurring charges. If the water in the system to the Premises is not potable, then the Landlord shall furnish suitable drinking water in a quantity sufficient to serve the maximum number of postal employees located at the Premises on a regular basis. The Landlord shall furnish and maintain the equipment (including but not limited to the water cooler) and water, and pay for all recurring charges related to the provision of drinking water.

Facility Name/Location  
- (-)County:  
Solicitation:**6. SEWER (Drop Down Options, Select One)**

- Not Applicable.
- Landlord System & Sewer - Public:** Landlord must furnish and maintain at all times throughout the Lease term a sewer system in good working order, in accordance with the Maintenance Rider, and pay for all recurring sewer charges.
- Landlord System & USPS Sewer – Public:** Landlord must furnish and maintain at all times throughout the Lease term a sewer system in good working order, in accordance with the Maintenance Rider. The Postal Service pays for all recurring sewer charges, provided such charges are separately metered, at Landlord's expense, for the Postal Service's use.
- Landlord System & Sewer – Private:** Landlord must furnish and maintain at all times throughout the Lease term a sewer system, including all equipment, piping, plumbing, lines, connections, septic tanks, field lines and related devices, as necessary, in accordance with the Maintenance Rider, and to pay all charges, fees, and other costs for such system and services. If public sewer services are not currently available, but become available in the future, Landlord agrees to accomplish connection, maintain, and pay all fees and costs involved in connecting the building system to the public sewer system. After connection, the Postal Service pays for all recurring sewer charges, provided such charges are separately metered, at Landlord's expense, for the Postal Service's use.

**7. TRASH (Drop Down Options, Select One)**

- Not Applicable.
- Landlord:** Landlord agrees to furnish and pay for all trash removal for the Premises and to furnish trash receptacles for use by the Postal Service in a location reasonably proximate to the entrance to the Premises.
- USPS:** The Postal Service agrees to furnish trash receptacles and pay for all trash removal for the Premises.

**8. SNOW (Drop Down Options, Select One)**

- Not Applicable.
- Landlord:** Landlord agrees to furnish and pay for the timely (but in no event later than as required by local law) removal of snow and ice from the roof and the sidewalks, driveway, parking and maneuvering areas, and any other areas providing access to the Premises for use by the Postal Service's employees, contractors, or the public (including, but not limited to, stairs, handicap access ramps, carrier ramps, etc.).
- USPS:** The Postal Service agrees to furnish and pay for the timely removal of snow and ice from the sidewalks, driveway, parking and maneuvering areas, and any other areas providing access to the Premises used by the Postal Service's employees, contractors, or the public (including, but not limited to, stairs, handicap access ramps, carrier ramps, etc.). The Postal Service is not responsible for the removal of snow and ice from the roof; Landlord is responsible for timely removal of snow and ice from the roof.

Facility Name/Location  
- (-)County:  
Solicitation:**9. CUSTODIAL SERVICES (Drop Down Options, Select One)**

- Landlord:** Landlord agrees to furnish and pay for all custodial services for the Premises. Such services will be provided only at times agreed to in advance by the Postal Service from time to time so as to minimize disruption to operations and maintain the security of the mail, postal equipment and supplies, and the Premises. In addition, persons providing such services may be subject to postal security clearance requirements.
- USPS:** The Postal Service agrees to furnish and pay for all custodial services for the Premises.
- USPS:** The Postal Service is responsible for cleaning the interior, sidewalks and parking lots, and for cutting grass and trimming shrubs, at such time and in such manner as the Postal Service considers necessary to keep the Premises in proper condition.



# Subordination, Non-Disturbance and Attornment Agreement

(To be executed and attached to Lease)

Facility Name/Location

County:  
Solicitation:

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ between the UNITED STATES POSTAL SERVICE, independent establishment of the Executive Branch of the government of the United States ("the Postal Service") and \_\_\_\_\_ ("Mortgagee"), having its principal place of business at \_\_\_\_\_.

### RECITALS:

A. The Postal Service is the tenant under that certain lease executed between the Postal Service and \_\_\_\_\_ ("Landlord") dated \_\_\_\_\_ [as amended by \_\_\_\_\_ dated as of \_\_\_\_\_] ([the lease and all amendments thereto are] hereinafter referred to as the "Lease"), covering all or a portion of property legally described in **Schedule A** attached hereto and made a part hereof (the "Property").

B. Mortgagee has made a loan (the "Loan") to Landlord which is secured, in part, by the lien of a mortgage and an assignment of leases and rents, each executed and delivered by Landlord to Mortgagee encumbering the Property (collectively, the "Mortgage").

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Subordination.** The Lease and all terms thereof, including, without limitation, any options to purchase, rights of first refusal, and any similar rights, are and shall be subject and subordinate to the lien of the Mortgage, and to all amendments, modification, replacements and extensions thereof, to the full extent of the principal, interest, fees, expenses and all other amounts secured thereby.

2. **Non-Disturbance.** In the event of a foreclosure of the Mortgage, provided that at the time of the commencement of any such action or proceeding the Postal Service shall not be in default under any of the terms of the Lease beyond the expiration of any applicable notice or grace periods, Mortgagee agrees for itself and its successor and assigns that it will not join the Postal Service in summary or foreclosure proceedings unless applicable law requires Mortgagee to join all commercial occupants of the Property in such proceedings and then such joinder shall be for notice purposes only and that the leasehold interest of the Postal Service under the Lease shall not be extinguished or terminated by reason of such foreclosure, but rather the Lease shall continue in full force and effect and Mortgagee shall recognize and accept the Postal Service as tenant under the Lease subject to the terms and provision of the Lease. Nothing herein shall be construed as a waiver of the Postal Service's sovereign immunity or as a consent or agreement by the Postal Service to subject itself to the jurisdiction of any state or local governmental entity or court of law.

3. **Attornment.** Upon the conveyance of the Property by reason of the foreclosure of the Mortgage or the acceptance of a deed or assignment in lieu of foreclosure or otherwise, the Lease shall not be terminated or affected thereby as provided in this Agreement, and the Postal Service agrees to attorn to the transferee of the Property (the "Transferee") as the landlord under the Lease and the Transferee shall accept such attornment; provided, however, if requested by Transferee, the Postal Service shall execute a new lease with the Transferee, for a term equal to the remaining term of the Lease and otherwise containing the same provisions and covenants and in form acceptable to the Postal Service.

4. **Notice to Mortgagee.** Prior to terminating the Lease due to a default by Landlord thereunder, the Postal Service agrees to notify Mortgagee of such default in writing and give Mortgagee the opportunity to cure such default within thirty (30) days of Mortgagee's receipt of such notice, or if such default cannot reasonably be cured within such thirty (30) day period, Mortgagee shall have such longer time as may be necessary to cure the default provided that Mortgagee commences the cure within such period and diligently pursues the cure thereafter, but not to exceed sixty (60) days after Mortgagee's receipt of the notice.

5. **Notices.** All notices or other written communications hereunder shall be deemed to have been properly given if delivered in accordance with the delivery methods under the Lease, addressed to the Postal Service at the addressed



# Subordination, Non-Disturbance and Attornment Agreement

(To be executed and attached to Lease)

Facility Name/Location

County:  
Solicitation:

identified in the Lease and addressed to Mortgagee at the address identified above.

6. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

7. No Oral Modifications. This Agreement can be modified only in writing duly executed by both parties.

8. Choice of Law. This Agreement shall be governed and interpreted in accordance with Federal Law, however if there is no applicable Federal law then the law of the state where the Premises are located shall be applied. Venue shall lie only in the Federal courts.

9. Duplicated Originals; Counterparts. This Agreement may be executed in any number of duplicate originals and each duplicate original shall be deemed to be an original. This Agreement may be executed in several counterparts, each of which counterparts shall be deemed an original instrument and all of which together shall constitute a single Agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

[Signature Page Follows]





# Subordination, Non-Disturbance and Attornment Agreement

(To be executed and attached to Lease)

Facility Name/Location

County:  
Solicitation:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and the year first above written.

MORTGAGEE:

\_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Subscribed and Sworn to before me, a notary public, in and for \_\_\_\_\_ County, State of  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires

POSTAL SERVICE:

UNITED STATES POSTAL SERVICE

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Subscribed and Sworn to before me, a notary public, in and for \_\_\_\_\_ County, State of  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires



**Subordination, Non-Disturbance and Attornment Agreement**  
(To be executed and attached to Lease)

Facility Name/Location

County:  
Solicitation:

**SCHEDULE A**  
**(to SNDA)**  
**LEGAL DESCRIPTION**



## Maintenance Repair Underground Storage Tanks Landlord Responsibility

Facility Name/Location

- (-)

County:

Solicitation:

a. The term "Underground Storage Tank" (UST) as used in this Lease rider, is defined as a tank system, including ancillary equipment (pipings and flanges, valves, pumps) connected to it, with ten percent or more of the USTs volume (including the volume of underground pipes connected thereto) below ground. USTs include underground heating oil tanks (where regulated by law) and all USTs associated with fleet vehicle operations.

b. The Landlord is responsible for:

(1) UST system maintenance, initial tank registration, applicable fees, reporting, tank and pipeline tightness testing, testing for soil and groundwater contamination, removal, replacement, upgrades, and closure. If the Postal Service requests tests additional to those required by federal, state, and/or local law, these tests will be completed, by the Landlord, at Postal Service expense.

(2) Repairs or replacement resulting from any cause including, but not limited to, acts of God or a public enemy, or fires or other casualty, except to the extent such damage or casualty was caused by the negligence of the Postal Service agents or employees, in which event, a portion of the repairs or replacement required as a direct result of the negligence of the Postal Service agents or employees will be the responsibility of the Postal Service.

(3) Any UST upgrades resulting from changes in federal, state, and/or local law, whichever is more stringent, except where additional upgrades are required by the Postal Service which exceed those required by the applicable federal, state, and/or local law. Such additional upgrades will be at Postal Service expense.

(4) Any investigative or remediation cost associated with a release or suspected release of fuel from the UST system, except to the extent the release was caused by the negligence of the Postal Service agents or employees, in which event the portion of such costs directly arising from such negligence will be the responsibility of the Postal Service.

(5) Expenses incurred by the Postal Service due to the failure of any element for which the Landlord is responsible.

(6) Providing the Postal Service with copies of all UST system documents (including, but not limited to, test results and permits) within thirty (30) days of Landlord's receipt thereof.

c. The Postal Service shall be responsible for UST system daily product input/output monitoring.

d. If requested by the Landlord, the Postal Service will provide the Landlord with necessary documents (emergency action plan, etc.) which may be required by federal, state and/or local law for tank registration.

e. When the Postal Service becomes aware of the need for effecting repairs, maintenance, upgrades, replacement, removal, closure, and/or clean-up activities for which the Landlord is responsible, the Postal Service will, except in emergencies (as reasonably determined by the Postal Service), give the Landlord a written notice thereof, specifying a time for completion of the work which is reasonable and commensurate with the nature of the work required.

If the Landlord (or the mortgagee or the assignee, on behalf of the Landlord) fails to prosecute the work with such diligence as will ensure its completion within the time specified in the 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 plus any administrative cost and/or interest from Rent due or to become due under this Lease. In addition, the Postal Service, acting through the Postal Service Contracting Officer, may proportionally abate the rent for any period the premises, or any part thereof, are determined by the Postal Service to have been rendered untenantable by reason of such condition. Alternatively, the Postal Service Contracting Officer may, if the Premises are determined to be unfit for occupancy, with reasonable discretion, cancel this Lease, without liability.

The remedies provided in this section are non-exclusive and are in addition to any remedies available to Postal Service under applicable law.

Facility Name/Location  
- (-)County:  
Solicitation:

The Postal Service may exercise an option to renew this Lease pursuant to Paragraph 4, and given that the Lease does not designate a specific rental rate; the parties shall determine the appropriate, market value rent for that renewal term as follows:

1. Not less than 12 months prior to the expiration of the then current lease term, the Postal Service shall give written notice to Landlord advising Landlord of the Postal Service's opinion of the appropriate market value rent of the Premises, which shall be stated as a flat annual rate for the duration of the renewal option period. This opinion shall be based on an appraisal procured by the Postal Service at its sole cost and performed by a "Qualified Appraiser (as defined herein) prepared in accordance with the professional appraisal standards and practices as outlined in the Uniform Appraisal Standards for Federal Land Acquisitions, Financial Institutions Reform, Recovery and Enforcement Act (FIRREA) of 1989 and current version of the Uniform Standards of Professional Appraisal Practice (USPAP), as applicable (as applicable, each an "Appraisal Standard"). If certain approaches or requirements outlined in the applicable Appraisal Standard are not applicable to the subject assignment, such appraisal report must identify that approach or requirement, together with a brief explanation for its omission. Upon request, a copy of the appraisal's summary page/transmittal letter shall be provided to Landlord. A "Qualified Appraiser" is defined as someone who is State certified or designated by a national professional appraisal society, which said national society is a sponsoring organization of The Appraisal Foundation.

2. If Landlord disagrees with the written notice from the Postal Service advising Landlord of the Postal Service's opinion of the appropriate market value rent for the Premises, then Landlord shall at its sole cost within 30 days following receipt of such written notice from the Postal Service, procure an appraisal by a Qualified Appraiser prepared in accordance with the applicable Appraisal Standard. A copy of the appraisal's summary shall be provided to the Postal Service. If Landlord fails to provide an appraisal summary as specified herein, then the renewal term rent shall be the market value rent established by the Postal Service's appraisal in which event, the Postal Service shall then timely exercise the renewal option at such rent.

3. If Landlord's appraisal summary amount is within 10% of the Postal Service's appraisal summary amount, then the renewal term rent shall be the arithmetic average of the two appraisal summaries. The Postal Service shall then timely exercise the renewal option. If the difference between the two appraisal summaries is greater than 10%, Landlord and Postal Service shall attempt to agree in writing on the market value rent during the 30 day period following delivery of the Landlord's appraisal summary to the Postal Service (the "final negotiation period"). If the parties reach agreement on the market value rent, the Postal Service shall timely exercise the renewal option. If the parties are unable to reach agreement during the final negotiation period, then Landlord shall provide the Postal Service with a list of three Qualified Appraisers within 10 days after request from the Postal Service. The Postal Service shall select one appraiser from this list to perform an appraisal review (or, if Landlord fails to provide a list, the Postal Service shall select an appraiser) (the "Third Appraiser"). Within 30 days, the Third Appraiser shall review both full narrative appraisal reports, establish an appropriate annual market value rent for the renewal term and forward copies of the completed appraisal review to the Postal Service and Landlord. The Postal Service then may, but shall not be obligated to, timely exercise the renewal option. If the Postal Service elects to exercise the renewal option, the rent shall be established at 95% of the annual rental amount determined by the Third Appraiser for the renewal term of the Lease.

4. Landlord and Postal Service shall share equally the cost of the Third Appraiser, as follows. The Postal Service shall contract for the Third Appraiser using its standard Contract for Real Estate Services. Landlord shall reimburse the Postal Service 50% of the cost of the Third Appraiser within 60 days of presentation of the Third Appraiser's invoice(s). If Landlord fails to pay this 50% share within said time period, the Postal Service may deduct that amount from the following month's rent without further notice to Landlord.

5. If the parties have not completed the appraisal/market value rent determination process and the date for the Postal Service to exercise the renewal option is approaching, the Postal Service shall timely exercise the renewal option at the Postal Service appraiser's market value rent figure (pursuant to paragraph 1 above) and shall not be considered a holdover tenant; provided that if the parties fail to complete the appraisal/market value rent determination process prior to the date for the Postal Service to exercise the renewal option due to the failure of the Postal Service to begin the rent determination process within the time frame set forth in paragraph 1 above, then if the Postal Service elects to exercise the renewal option, the rent for that renewal period shall be the Landlord's appraiser's market value rent figure (unless Landlord did not timely procure its appraiser's market value determination, in which event the Postal Service appraiser's market value rent figure shall apply). Once the renewal term's appropriate market value rent has been determined as noted above, the Postal Service will either pay to Landlord any incremental rental increase for this interim period or deduct any incremental rental decrease for this interim period from rent or other payments due to Landlord under the Lease.

Facility Name/Location  
- (-)County:  
Solicitation:

In consideration of the execution of the Lease and of the mutual covenants and agreements set forth herein, Landlord agrees to sell and convey to the Postal Service and its successors or assigns, at the price and corresponding time periods set forth below, good and marketable fee simple title to the land described in the Lease, with the buildings and improvements thereon (collectively, the "Property"), located in the city, county, and state described in the Lease.

The purchase price shall be:

The Postal Service will give the Landlord written notice of election to purchase at least **[180]** [ ] days prior to the date upon which the Postal Service wishes to acquire title to the Property. The terms and conditions applicable to the exercise of this purchase option are as follows:

1. The purchase price set forth in this Purchase Option Rider is payable after approval by the Postal Service of the Landlord's title and execution and delivery by Landlord of a special warranty deed conveying said land with the hereditaments and appurtenances thereunto to the Postal Service or its successors or assigns in fee simple. Conveyance of title must be free and clear from all liens and encumbrances, except those specifically accepted by the Postal Service or reserved in the Lease, together with all right, title and interest of the Landlord to any streams, alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land, water rights and mineral rights, if applicable.
2. The Postal Service will pay expenses for procurement of the title evidence deemed necessary by the Postal Service.
3. Landlord agrees that all taxes, assessments, and encumbrances, which are valid liens against the land and building at the time of conveyance to the Postal Service, must be satisfied of record by the Landlord at or before the transfer of title. Landlord will, at the request of the Postal Service and without prior payment or tender of the purchase price, prepare the special warranty deed and submit a draft to the Postal Service for review 30 days prior to closing. Once finalized, Landlord will execute and deliver the special warranty deed in proper form for recording to the Postal Service and obtain and record such curative evidence of title as may be required by the Postal Service. If the Landlord fails to satisfy any such liens or to secure such curative evidence as required, the Postal Service may pay said liens and cure such defects and deduct from the purchase price any costs incurred, without thereby relieving the Landlord of the obligation to pay any such amounts necessary to remove such liens or cure such defects in excess of the purchase price. The Landlord agrees to take all actions necessary, in a diligent manner, to effect transfer of title in accordance with the terms of this Purchase Option Rider.
4. Landlord agrees that loss or damage to the Property by fire or acts of God are at the risk of the Landlord until the title to the Property and the deed have been transferred and accepted by the Postal Service through its duly authorized representative. In the event that such loss or damage occurs, the Postal Service may, without liability, refuse to accept conveyance of title, or the Postal Service may elect to accept conveyance of title to such property, in which case there must be an equitable adjustment of the purchase price.
5. Landlord's spouse, if any, agrees to join in any deed to the Postal Service and to execute any instrument necessary to convey any separate or community estate or interest in the subject property to the Postal Service.
6. The terms and conditions of this Purchase Option Rider apply to and bind the heirs, executors, administrators, and assigns of Landlord.
7. All terms and conditions with respect to this purchase option rider are expressly contained herein. The Landlord agrees that no representative or agent of the Postal Service has made any representation or promise with respect to this agreement not expressly contained herein.
8. The terms and conditions of the Lease in effect at the time of the exercise of the purchase option herein by the Postal Service will remain in effect until closing of the purchase, whether or not the original term of the Lease or renewal option period has expired. If, for any reason, the sale is not or cannot be consummated, the notice of election to purchase will, at the sole option of the Postal Service, be deemed a timely notice to renew any applicable renewal options within the terms of the Lease.

Facility Name/Location  
- (-)County:  
Solicitation:

In consideration of the execution of the Lease and of the mutual covenants and agreements set forth herein, Landlord agrees to sell and convey to the Postal Service and its successors or assigns, at any time during the remaining term of this Lease, including the term of any Lease renewal options subsequently exercised, good and marketable fee simple title to the land described in the Lease, with the buildings and improvements thereon, located in the city, county, and state described in the Lease (the "Property"). The Postal Service will give the Landlord written notice of the exercise of the purchase option. Said notice will include the price the Postal Service agrees to pay for the Property pursuant to Paragraph 1, below.

The terms and conditions of this purchase option are as follows:

1. The purchase price will be the market value of the Property unencumbered by the Postal Service Lease, as determined by a current and independent appraisal obtained by the Postal Service. The appraised market value shall be reduced by any prepaid rent Landlord has received and the cost of any unamortized capital improvements made to the Premises by the Postal Service. If Landlord disagrees with the purchase price offered by the Postal Service, the Landlord shall have a period of 30 days from the date of the Postal Service's written notice of the exercise of the purchase option to obtain an appraisal, at the Landlord's expense, from an appraiser designated by a national professional appraisal organization or society recognized by The Appraisal Foundation and deliver the same to the Postal Service upon receipt. The purchase price shall then be determined as follows:

- a. If Landlord's appraisal amount is within 10% of the Postal Service's purchase price offer, then the purchase price shall be the arithmetic average of the two amounts. The Postal Service shall then be entitled to purchase at that arithmetic average.
- b. If the difference between the two amounts is greater than 10%, Landlord and Postal Service shall attempt to agree in writing on the purchase price during the 30 day period following delivery of the Landlord's appraisal to the Postal Service (the "final negotiation period"). If the parties reach agreement on the purchase price, the Postal Service may acquire the property at such purchase price. If the parties are unable to reach agreement during the final negotiation period, then Landlord shall provide the Postal Service with a list of three Qualified Appraisers within 10 days after request from the Postal Service. The Postal Service shall select one appraiser from this list to perform an appraisal review (or, if Landlord fails to provide a list, the Postal Service shall select an appraiser) (the "Third Appraiser"). Within 30 days, the Third Appraiser shall review both the purchase price offered by the Postal Service and the Landlord's appraisal; establish an appropriate purchase price for the Property and forward copies of the completed determination of purchase price to both the Postal Service and Landlord. The Postal Service then may, but shall not be obligated to, purchase the property for a price equal to 95% of the purchase price amount determined by the Third Appraiser. Landlord and Postal Service shall share equally the cost of the Third Appraiser, as follows. The Postal Service shall contract for the Third Appraiser using its standard Contract for Real Estate Services. Landlord shall reimburse the Postal Service 50% of the cost of the Third Appraiser within 60 days of presentation of the Third Appraiser's invoice(s). If Landlord fails to pay this 50% share within said time period, the Postal Service may deduct that amount from the next installment of rent then due, without further notice to Landlord.

If the Postal Service elects not to buy under the foregoing provision, the Lease will continue in full force and effect, and the Postal Service may not again exercise its purchase option under this rider for 12 months from the date of the Postal Service's notice of the purchase price offer. In such case, the Postal Service may only re-exercise its rights under this purchase option if it agrees to pay the reasonable costs of any appraisal Landlord may then obtain.

2. The final purchase price established in Paragraph 1 of this Purchase Option Rider is payable after approval by the Postal Service of the Landlord's title, and execution and delivery by the Landlord of a special warranty deed conveying said land with all its hereditaments and appurtenances to the Postal Service and its assigns in fee simple. Conveyance of title must be free and clear from all liens and encumbrances, except those specifically accepted by the Postal Service or reserved in the Lease, together with all right, title, and interest of Landlord to any streams, alleys, roads, streets, ways, strips, gores, or railroad rights-of-way abutting or adjoining said land, water rights and mineral rights, if applicable.

3. It is agreed that the Postal Service will pay the expenses for procurement of the title evidence deemed necessary by the Postal Service.

Facility Name/Location  
- (-)County:  
Solicitation:

4. Landlord agrees that all taxes, assessments, and encumbrances, which are valid liens against the land at the time of conveyance to the Postal Service, must be satisfied of record by Landlord at or before the transfer of title. Landlord will, at the request of the Postal Service and without prior payment or tender of the purchase price, prepare the special warranty deed and submit a draft to the Postal Service for review 30 days prior to closing. Once finalized, Landlord will execute and deliver the special warranty deed in proper form for recording to the Postal Service and obtain and record such curative evidence of title as may be required by the Postal Service. If Landlord fails to satisfy any such liens or to secure such curative evidence as required, the Postal Service may pay said liens and cure such defects and deduct from the purchase price any costs incurred, without thereby relieving the Landlord of the obligation to pay any such amounts necessary to remove such liens or cure such defects in excess of the purchase price.. Landlord agrees to take all actions necessary, in a diligent manner, to effect transfer of title in accordance with the terms of this Purchase Option Rider.

5. Landlord agrees that loss or damage to the Property by fire or acts of God is at the risk of the Landlord until the title to the Property and deed have been transferred to and accepted by the Postal Service through its duly authorized representative. In the event that such loss or damage occurs, the Postal Service may, without liability, refuse to accept conveyance of title or the Postal Service may elect to accept conveyance of title to such Property, in which case there must be an equitable adjustment of the purchase price.

6. If Landlord is an individual, the Landlord's spouse, if any, agrees to join in any deed to the Postal Service and to execute any instrument necessary to convey any separate or community estate or interest in the Property to the Postal Service.

7. The terms and conditions of this Purchase Option Rider apply to and bind the heirs, executors, administrators, successors, and assigns of Landlord.

8. The terms and conditions of the Lease in effect at the time of the exercise of the purchase option by the Postal Service will remain in effect until closing of the purchase, whether or not the original term of the Lease or renewal option period has expired. If, for any reason, the sale is not or cannot be consummated, the notice of election to purchase will, at the sole option of the Postal Service, be deemed a timely notice to renew within the terms of the Lease.

9. All terms and conditions with respect to this purchase option are expressly contained herein. Landlord agrees that no representative or agent of the Postal Service has made any representation or promise with respect to this purchase option not expressly contained herein.

10. Rights of the Postal Service under this purchase option rider operate independently of any other rights to purchase the Premises the Postal Service may have.

The Postal Service has the right of first refusal to purchase the fee simple title to the land described in the Lease, with the buildings and improvements thereon, located in the city, county, and state described in the Lease (the "Property"), during the term of this Lease and any renewal periods. If Landlord desires to sell part or all of the Property and has received a bona fide offer that Landlord desires to accept, Landlord shall promptly deliver to the Postal Service a copy of such offer, and the Postal Service may, within [90] [ ] days, elect to purchase the Property on the same terms as those set forth in the offer, except that the Postal Service will be credited 50% of the amount of any brokerage commission that Landlord will save by selling to the Postal Service. If the Postal Service does not elect to purchase within the prescribed period, Landlord may then sell the Property to the offeror, provided the sale is for the same price and on the same terms and conditions set forth in the offer delivered to the Postal Service and provided that such sale occurs within 180 days following the decision of the Postal Service not to elect to purchase. If the Postal Service does not exercise its rights to purchase and the Property is conveyed to the offeror, this right of first refusal will remain in full force and effect and be binding on the offeror or other party taking title to the Property pursuant to the bona fide offer provided to the Postal Service.