

Facility Name/Location
BERLIN - MAIN OFFICE (350650-002)
18246 STATE ROUTE 22, BERLIN NY 12022-9998

County: Rensselaer
Lease: QU0000530679

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,



Maintenance Rider USPS Responsibility (Partial)

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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 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 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.

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 (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.