

**AMENDMENT NO. 2
REQUEST FOR LEASE PROPOSALS NO. 0IA2033
DES MOINES, IOWA**

Please refer to **Request for Lease Proposal (RLP) Number 0IA2033 and Lease No. GS-06P-21021** that solicits lease proposals for space in **Des Moines, Iowa**. Please note that the following paragraphs have been amended as follows:

1. RLP Section 5 Shall be deleted and replaced with the following:

SECTION 5 ADDITIONAL TERMS AND CONDITIONS

- See Lease Paragraphs 1.17 and 7.02 for Maintenance and Servicing Requirements.

2. Lease Paragraph 6.12 MAINTENANCE OF PROVIDED FINISHES (JUN 2012) shall be deleted and replaced with the following:

6.12 MAINTENANCE OF PROVIDED FINISHES (JUN 2012) - MODIFIED

A. Paint, wall coverings. Lessor shall maintain all wall coverings and high performance paint coatings in “like new” condition for the life of the Lease. All painted surfaces, shall be repainted at the Lessor’s expense, including the moving and returning of furnishings, any time during the occupancy by the Government if the paint is peeling or permanently stained, except where damaged due to the negligence of the Government. All work shall be done after normal working hours as defined elsewhere in this Lease. In addition to the foregoing requirement,

1. Lessor shall perform cyclical repainting of the Space every **5** years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture, shall be at the Lessor’s expense.
2. Touch up painting shall be done as needed annually.

B. Carpet and flooring.

1. Except when damaged by the Government, the Lessor shall repair or replace flooring at any time during the Lease term when:
 - a. Backing or underlayment is exposed;
 - b. There are noticeable variations in surface color or texture;
 - c. It has curls, upturned edges, or other noticeable variations in texture;
 - d. Tiles are loose; or,
 - e. Tears or tripping hazards are present.
2. Notwithstanding the foregoing, as part of the rental consideration, the Lessor shall replace all carpet in the Space every **10** years with a product which meets the requirements in the “Floor Coverings and Perimeters” paragraph in this Lease.
3. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture, if necessary. Work shall be performed after the normal hours established elsewhere in this Lease.

LESSOR
INITIALS

DATE

GOVERNMENT
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3. Lease Paragraph 1.17 BUILDING IMPROVEMENTS (SEP 2012) shall be deleted and replaced with the following:

1.17 BUILDING IMPROVEMENTS, REPAIRS AS NEEDED, AND REMOVALS/REPLACEMENT

Within sixty (60) days after commencement of this lease, the Lessor shall perform and maintain the following:

- a. Perform security upgrades to include replacement of one (1) video recorder and eleven (11) high resolution security cameras. Outside cameras to use existing domes.
- b. Initial repainting of the space.
- c. Initial replacement of floor coverings with no replacement after 5 years (* see note in Section 7.02 MAINTENANCE AND SERVICING PROVIDED BY LESSOR about floor underneath kitchen sanitizer).
- d. Replacement of window film and blinds (as needed) by Lessor.
- e. Lessor to remove parking lot gate arms and controls and safely terminate power source. All other finishes, real property and fixtures to be maintained and replaced, if necessary, by Lessor.
- f. No annual service fund will be established to maintain / repair equipment. Minor kitchen equipment repairs to be performed/contracted by the Government. Additional and major repairs may be performed by the Lessor and funded by the Government on an "as needed" basis.

4. Lease Paragraph 7.02 ADDITIONAL MAINTENANCE AND SERVICING PROVIDED BY LESSOR shall be deleted and replaced with the following:

7.02 ADDITIONAL MAINTENANCE AND SERVICING RESPONSIBILITIES

1. The following outlines maintenance and servicing responsibilities:

- a. Other than the video recorder and cameras in Paragraph 1.17(a) above, all existing security equipment shall remain "as is". Replacements, maintenance to be performed by Government.
- b. Playground equipment and fall surface to be maintained and replaced by the Government. Cleaning to be performed by Lessor.
- c. Sun Shades and Canopies to be maintained and replaced by the Government. The seasonal installation, removal, storage, and cleaning to be performed by the Lessor.
- d. Kitchen, Laundry, and break room equipment and fixtures:
 - Refrigerators by Government
 - Freezers by Government
 - Ovens / Stoves by Government
 - Fire Suppression Equipment to include semi-annual and other required inspections by Lessor
 - Microwave ovens by Government
 - Sinks / Faucets/Plumbing by Lessor
 - Sanitizer by Government *
 - Washer by Government
 - Dryer by Government

* Sanitizer replacement by Government to include proper sizing/fitting of unit with other equipment and drainage, along with coordination of replacement of floor/subfloor (damaged area only) with/by the Lessor.

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