

GENERAL SERVICES ADMINISTRATION
PUBLIC BUILDINGS SERVICE
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL
AGREEMENT No. 01

DATE 07/11/2012

TO LEASE NO. LCA02725

ADDRESS OF PREMISES: 1122 W. Washington Boulevard
Los Angeles, California 90015-3316

THIS AGREEMENT, made and entered into this date by and between: The Pep Boys-Manny, Moe and Jack of California

whose address is: 3111 W. Allegheny Avenue
Philadelphia PA, 19132-1116

WHEREAS, the parties hereto desire to amend the above lease to issue a Notice to Proceed; incorporate and order Tenant Improvements which exceed the tenant improvement allowance; and provide for Lump Sum Payment of the tenant improvement costs which exceed the tenant improvement allowance.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended effective upon execution by the Government as follows:

Paragraph 25, 26 and 27 are hereby added:

"25. Following a Government review of the submitted cost proposal, the Government has determined that the bid submitted is fair and reasonable and a Notice to Proceed is hereby issued for the construction of Tenant Improvements, as identified herein, at a total cost not to exceed \$807,109.11, inclusive of all management fees."

"26. The total cost for Tenant Improvements in the amount of \$807,109.11 exceeds the tenant improvement allowance of \$629,067.42, which has been amortized into the rental rate. The Government hereby orders the excess balance in the amount of \$178,041.69. The Lessor shall construct all Tenant Improvements in accordance with Paragraph 5.3 of the Solicitation for Offers 9CA2867, incorporated and made a part of the lease, and all terms and conditions of the lease package. Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of \$178,041.69 pursuant to Paragraph 27, herein. The Lessor hereby waives restoration as a result of all improvements on the premises.

Continued on Sheet 1

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

LESSOR: The Pep Boys-Manny, Moe and Jack of California

BY Joseph A. Cirilli
(Signature) 

SVP- Corporate Development
(Title)

IN THE PRESENCE OF (witnessed by:)

Joseph A. Cirilli
(Signature)

3111 W. Allegheny Ave.
(Address)
Philadelphia, PA 19132

UNITED STATES OF AMERICA, General Services Administration, Public Buildings Service

BY U.S. [Signature]
(Signature)

Contracting Officer
GSA, PBS, RED

SHEET NO. 1 of 1 IS ATTACHED HERETO AND MADE PART OF SUPPLEMENTAL LEASE AGREEMENT (SLA) NO. 01 TO LEASE #GS-09B-02725

"27. Upon completion and acceptance of Tenant Improvements identified herein, the Lessor shall submit for Lump Sum payment, an original and one copy of the invoice. The Original Invoice, in the amount **not to exceed \$178,041.69** shall be submitted to:

Invoice with a PS Document number should be submitted the following:

GSA

Greater Southwest Finance Center 7BCP

PO Box 17181

Fort Worth, TX 76102

With a copy to:

GSA-Real Estate Acquisition Division

Attn: Alejandra Guzman

300 N. Los Angeles St., Ste 4100

Los Angeles, CA 90012

PS Document number should be requested from Leasing Specialist before submitting invoices.

Alternatively, the Lessor may submit the Invoice electronically, via the GSA Finance website at www.finance.gsa.gov

A proper invoice must include the following:

- Invoice date
- Name of the Lessor as shown on the Lease
- Lease contract number, building address, and a description, price and quantity of the items delivered
- Annotation of GSA PS Number (will be sent after Government executes this Supplemental Lease Agreement)

If the invoice is not submitted on company letterhead, the person(s) with whom the Lease contract is made must sign it."

Lessor IC Government UAD