GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE **SUPPLEMENTAL LEASE AGREEMENT**	SUPPLEMENTAL AGREEMENT No. 02	DATE 10/03/2012
ADDRESS OF PREMISES: 1122 W. Washington Blvd Los Angeles, CA 90015-3316	TO LEASE NO. GS-09B-02725	

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

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to issue a Notice to Proceed for Change Orders No. 02, No. 03, No. 04, No. 05, and No. 06 and associated lessor and architectural/ engineering fees as described below.

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

I. As recently negotiated, the Government approves Change Orders No. 02, 03, 04, 05, and 06 and lessor and architectural/ engineering fees:

Change Order No. 02 – Supply and install mail boxes..... [redacted]

Change Order No. 03 – Hardware change at employee entrance, dywall detail change at interview counters, add electrical race way, relocate kiosk numbers 75 and 76, relocate AI phone, move height to 17" from 84" at guard desk for TV's, CAI phone and phone location move, relocate monitors in offices 217 and 214 to wall mounted, relocate magnetometer outlet, change interview counter edge detail to 4" from bullnose, add backsplash at race way, add trash ring, add laminate plastic under both writing counters, add soap dispenser and paper towel dispenser in greak room, adjust back of counter to accept vent pipe, and add additional signage ..... [redacted]

Change Order No. 04 – At Door Numbers 224-2 and 222-2, add electric strikes, add power to exact location, and add one (1) [redacted] at exit enclosure (Room 203)..... [redacted]

Change Order No. 05 – Add data cable at window no. 24, add exterior non-illumintaed signage..... [redacted]

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 _____ (Signature)

Owner: Joseph A. Cirelli
(Title) SVP Corp. Development

IN THE PRESENCE OF (witnessed by:)

_____ (Signature)

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

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

BY _____ (Signature)

Contracting Officer
GSA, PBS, RED

SHEET NO. 1 ATTACHED TO SUPPLEMENTAL LEASE AGREEMENT NO. 02 AND MADE A PART OF LEASE NO. GS-09B-02725

Change Order No. 06 – Add [redacted] additional drywall work (column E-3, reframe B-5 and B-7), additional smoke damper at lobby/ reception, additional area switches (per electrical inspector), monitoring of smoke damper..... [redacted]

Lessor fees..... [redacted]

Architectural/ Engineering fees..... [redacted]

Total for Change Orders No. 02, 03, 04, 05, 06, and associated lessor and architectural/ engineering fees.....$68,603.22

Upon completion, inspection, and acceptance of the space, the Government shall reimburse the Lessor in a lump sum payment in the amount of $68,603.22, upon receipt of an original invoice.

The original invoice must be submitted directly to the GSA Finance Office at the following address:

General Services Administration
FTS and PBS Payment Division (7BCP)
Post Office Box 17181
Fort Worth, Texas 76102-0181

A copy of the invoice must be provided to the Contracting Officer at the following address:

General Services Administration
Attn: Alejandra Guzman
300 North Los Angeles Street, Suite 4100
Los Angeles, California 90012

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
- GSA PS Document #

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

II. The lessor hereby waives restoration as a result of improvements on the premises. Unless the Government has removed such items from the premises, the Lessor shall repair and maintain such items provided by the Lessor in accordance with this Lease Agreement GS-09B-02725. If, after the lease term or any extensions, or succeeding lease term, the Government elects to abandon any items in place, title shall pass to the Lessor.

LESSOR INITIAL: _____
GOV'T INITIAL: _____