

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL AGREEMENT  
NO. 8  
Page 1 of 3

DATE

SEP 20 2011

TO LEASE NO.  
GS-03B-09458

ADDRESS OF PREMISES

20 Greenspring Road  
Stafford, VA 22554-1529

THIS AGREEMENT, made and entered into this date by and between Let's Bowl, LLC

125 Industrial Drive  
Fredericksburg, VA 22408-2431

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 establish the Lease effective date and annual rent.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective August 17, 2011 as follows:

A. Paragraph 2 of Standard Form 2 of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on August 17, 2011 through August 16, 2021, subject to termination and renewal rights as may be hereinafter set forth.

B. Paragraph 5 of Standard Form 2 of the Lease is hereby amended by deleting the existing text and inserting in lieu thereof the following:

5. The Lessor shall furnish to the Government, as part of the rental consideration, the following:

A. All services, utilities, maintenance, operations, and other considerations as set forth in this lease.

B. The Lessor and the Broker have agreed to a cooperating lease commission of [redacted] of the firm term value of the firm term of this lease. The total amount of the commission is [redacted]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [redacted] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [redacted]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this lease.

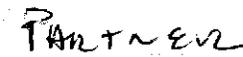
Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and continue as indicated in this schedule for adjusted Monthly Rent:

ALL OTHER TERMS AND CONDITIONS OF THE LEASE SHALL REMAIN IN FULL FORCE AND EFFECT.

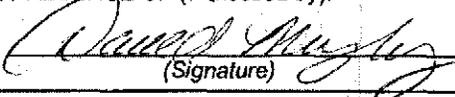
IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

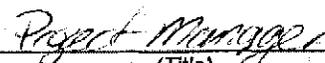
LESSOR: Let's Bowl, LLC

BY   
(Signature)

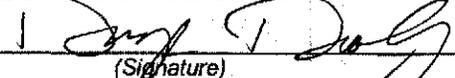
  
PARTNER  
(Title)

IN PRESENCE OF (witnessed by):

  
(Signature)

  
Project Manager  
(Title)

UNITED STATES OF AMERICA

BY   
(Signature)

Contracting Officer, GSA  
(Official title)

TO LEASE NO. GS-03B-09458

First Month's Rental Payment of \$88,759.75 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Month's Rent.

Second Month's Rental Payment \$88,759.75 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted Second Month's Rent

The Third Month's Rental Payment shall commence in full.

C. Paragraph 11 of Standard Form 2 Rider to the Lease is deleted in its entirety and replaced with the following:

11. The Government shall pay the Lessor annual rent commencing August 17, 2011, as follows:

Years 1-5

August 17, 2011-August 16, 2016	Per USF	Annual Rent	Monthly Rent
Shell Rent	\$ 19.55	\$ 653,126.40	\$ 54,427.20
Operating Cost	\$ 6.75	\$ 225,504.00	\$ 18,792.00
Building Specific Security	\$ 1.10	\$ 36,751.99	\$ 3,062.67
Amortization of TI	\$ 4.48	\$ 149,734.66	\$ 12,477.89
Full Service Rent	\$ 31.88	\$ 1,065,117.05	\$ 88,759.75

Years 6-10

August 17, 2017-August 16, 2021	Per USF	Annual Rent	Monthly Rent
Shell Rent	\$ 20.89	\$ 697,893.12	\$ 58,157.76
Operating Cost	\$ 6.75	\$ 225,504.00	\$ 18,792.00
Building Specific Security	\$ -	\$ -	\$ -
Amortization of TI	\$ -	\$ -	\$ -
Full Service Rent	\$ 27.64	\$ 923,397.12	\$ 76,949.76

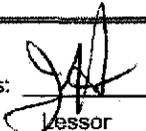
Rent for a lesser period shall be prorated. Rent checks shall be made payable to: Let's Bowl, LLC, 125 Industrial Lane, Fredericksburg, VA 22408-2431.

D. The cost for tenant improvements is \$1,547,682.70. The amount of \$748,673.28 shall be amortized into the rent over 60 months at an interest rate of 0%. The remaining cost of \$799,009.50 will be paid to the Lessor in a lump sum payment. The remittance address for the payment of the lump sum invoice is: Let's Bowl, LLC, 125 Industrial Lane, Fredericksburg, VA 22408-2431.

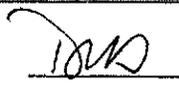
E. After inspection and acceptance of the work by the Government, a properly executed invoice shall be submitted at:

<http://www.finance.gsa.gov>

Initials:

  
Lessor

&

  
Gov't

**TO LEASE NO. GS-03B-09458**

**- OR -**

a properly executed original invoice shall be forwarded to:

General Services Administration  
Greater Southwest Region (7BCP)  
P.O. Box 17181  
Fort Worth, TX 76102-0181

If invoicing either electronically or by mail, a copy of the invoice must also be mailed to the Contracting Officer at:

GSA, Public Buildings Service  
Real Estate Acquisition Division  
20 North Eighth Street, 8th Floor  
Philadelphia, PA 19107-3191  
Attn: Douglas Dooling

For an invoice to be considered proper, it must:

- ◆ Be received after the execution of this SLA;
- ◆ Reference the Pegasys Document Number(s) (PDN) specified on SLA's 1-7,
- ◆ Include a unique, vendor-supplied, invoice number,
- ◆ Indicate the exact payment amount requested, and
- ◆ Specify the payee's name and address. The payee's name and address must **EXACTLY** match the Legal Business Name or DBA associated with it in Central Contractor Registration (CCR) for the DUNS included above.

Payment will be due within thirty (30) days after GSA's designated billing office receives a properly executed invoice or acceptance of the work by the Government, whichever is later.

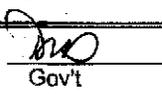
**All other terms and conditions of the lease shall remain in force and effect.**

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

Initials:

  
Lessor

&

  
Gov't