

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
LEASE AMENDMENT

LEASE AMENDMENT NO. 8

DEC 10 2012

TO LEASE NO. GS- 11B - 02137

ADDRESS OF PREMISES 3300 75<sup>th</sup> Avenue  
Landover, Maryland 20785

THIS AGREEMENT, made and entered into this date by and between: 3300 75<sup>th</sup> Avenue LLC

whose address is 3300 75<sup>th</sup> Avenue LLC  
Two Newton Place, 255 Washington Street  
Newton, Massachusetts 02458-2094

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 allow the Government to install and use approximately 8,600 sq.ft. of exterior space as an additional Mobile Firing Range at the location stated above.

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

Lessor hereby grants Government the right to install and operate an additional Mobile Firing Range in approximately 8,600 sq.ft. of exterior space at a location shown on the attached [REDACTED] SITEPLAN SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

This Lease Amendment No. 8 is being issued to amend Lease No. GS-11B-02137 to include the term and conditions agreed to by parties for the installation of an additional Mobile Firing Range at stated Leased location. This will be installed by Government Contractors, subject to the following terms and conditions:

1. Government will not be required to pay any additional rent for the use of this space.
2. Prior to any installation of the Mobile Firing Range, the Government at its sole cost and expense, shall obtain and provide copies to Lessor of all required permits, licenses, approvals and other governmental and quasi-governmental authorization which are necessary in connection with the installation of the Mobile Firing Range.
3. The installation or removal of the Mobile Firing Range will in no way damage the building, interfere with any services provided by Lessor to the building nor cause the violation of any zoning ordinance or other governmental and quasi-governmental law, rule or regulation applicable to the building.
4. The Government shall be responsible, at its sole cost and expense, for all installation, operation, use, repair, replacement and maintenance of the Mobile Firing Range. In addition, the Government shall, to the extent provided under the Federal Tort Claims Act, be solely responsible and liable for any damage or damages that may arise from, or that may in any way be related to (i) the installation, operation, use, repair, replacement and maintenance of Mobile Firing Range (ii) any failure of the Mobile Firing Range, including but not limited to, the loss of any data related thereto, or (iii) any damage to person or property in connection with the installation, operation, use, repair, replacement and maintenance of the Mobile Firing Range. The parties expressly agree that the Lessor does not have any obligation, responsibility or liability in any way related to any of the foregoing.
5. The location and installation of the Mobile Firing Range shall be in accordance with [REDACTED] SITEPLAN. The Lessor was not obligated to provide approximately 8,600 square feet of exterior space to accommodate the installation. Lessor may require the Government to relocate the Mobile Firing Range in Lessor's reasonable discretion at any time during the term of the Lease at the Government's sole cost and expense.
6. The Government shall promptly remove the Mobile Firing Range upon or before the expiration of the term of the Lease, or the earlier termination of the Lease, as applicable, at the Government's sole cost and expense, including, without limitation, restoring any area of the building or surrounding areas affected by the installation, operation, use, repair, replacement, maintenance, or removal of the Mobile Firing Range to their condition existing immediately prior to the installation of the Mobile Firing Range. All additional obligations of the Government and rights of the Lessor which affect and apply to the Road Range pursuant to Rider 1 to Lease (Paragraph C) shall affect and apply to the Mobile Firing Range.

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 below date.

Lease Amendment Form 07/12



FOR THE LESSOR:

Signature: [Signature]

Name: \_\_\_\_\_

David M. Blackman

Title: President and Chief Operating Officer

Entity Name: 3300 75th Avenue LLC

Date: \_\_\_\_\_

FOR THE GOVERNMENT:

Signature: [Signature]

Name: \_\_\_\_\_

Seyi Gbadegesin

Title: Lease Contracting Officer  
GSA, Public Buildings Service

Date: DEC 10 2012

WITNESSED FOR THE LESSOR BY:

Signature: [Signature]

Name: \_\_\_\_\_

Elizabeth D. Xenelis

Title: \_\_\_\_\_

Date: 12/6/12