

Apartment Number: [Apt. ]

Shares of Capital Stock: [AptShares]

***3900 TUNLAW COOPERATIVE INC.***

LESSOR

TO

[Assignee1]

[Assignee2]

LESSEE

**APARTMENT  
PROPRIETARY LEASE**

# 3900 TUNLAW COOPERATIVE INC.

## PROPRIETARY LEASE

AGREEMENT, made as of \_\_\_\_\_, between **3900 TUNLAW COOPERATIVE, INC.**, a Delaware corporation having an office at 3900 Tunlaw Road, NW, Washington, DC (hereinafter called the "Lessor"), and **[Assignee1] [Assignee2]** (hereinafter called the "Lessee").

### WITNESSETH:

WHEREAS the Lessor is the owner of a parcel of Land and the building thereon known as 3900 Tunlaw, and by street address as 3900 Tunlaw Road, NW, Washington, DC (hereinafter called the "Building"); and

WHEREAS the Lessor, in accordance with a plan to provide cooperative ownership of Apartments in the Building, has leased or proposes to lease the Apartments in the Building to the several owner of its capital stock by instruments known as Proprietary Leases; and

WHEREAS the Lessee is the owner of **[AptShares]** shares of the capital stock of the Lessor which have been allocated to the apartment hereinafter designated:

NOW, THEREFORE, in consideration of the premises and of the rents, covenants and agreements hereinafter set forth, the Lessor hereby leases to the Lessee, subject to the terms and conditions hereof, and the Lessee hires from the Lessor, all the rooms presently partitioned on the [Floor] floor of the Building, known as Apartment Number **[Apt. ]** (hereinafter called the "Apartment"),

TO HAVE AND TO HOLD the Apartment with its appurtenances unto the Lessee, and Lessee's authorized assigns from the date as written above until the 1st day of May, 2078, (unless the term shall sooner expire as hereinafter in this lease provided) at a rent, for each year or portion of a year, during said term, equal to that proportion of the Lessor's Cash Requirements, as determined by the Board of Directors of the Lessor (hereinafter called the "Board") and as hereinafter defined, for such year or portion of year which the number of shares of capital stock of the Lessor issued and outstanding on the date of the determination of Lessor's Cash Requirements, together with the additional rent hereinafter provided. Rent shall be payable in monthly installments, in advance, at such place as shall be determined from time to time by the Board, and additional rent shall be payable at the same place and as herein above provided.

The failure of the Board to determine the Lessor's Cash Requirements for any year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof or a release of the Lessee from the Lessee's obligation to pay the rent or any installment thereof, but the rent last determined for any year or portion thereof shall thereafter continue to be the rent until the Lessor's Cash Requirements shall be redetermined.

The power and authority to determine and establish the amount of, and to require payment of, the Lessor's Cash Requirements and the rent above provided for, shall be possessed only by the Board, and not by any creditor, receiver or trustee of the Lessor. Every such determination by the Board shall be final and conclusive as to the Lessee, and any expenditures made by the Lessor's officers, or by the Lessor's duly appointed Managing Agent under the direction or with the approval of the Board, shall, as against the Lessee, be deemed necessarily and properly made.

1. The Lessor and Lessee shall always in good faith endeavor to observe and promote the cooperative purposes for the accomplishment of which the Lessor was primarily incorporated.

2. In every Proprietary Lease heretofore executed by the Lessor there has been specified, and in every proprietary lease hereafter executed by the Lessor there shall be specified, the number of shares of capital stock of the Lessor allocated to the Apartment or Parking Space covered thereby, which numbers in relation to the total number of shares of capital stock of the Lessor then issued and outstanding, shall constitute the basis for fixing, as hereinbefore provided, the proportionate share of the Lessor's Cash Requirements which shall be payable as rent by the Lessee.

3. The Lessee shall pay the rent to the Lessor, or if so directed by the Lessor, to its duly appointed Managing Agent, without any deduction on account of any set-off or claim which the Lessee may have against the Lessor.

4. The Lessee shall not occupy or use the Apartment, or permit the same or any part thereof to be occupied or used, for any purpose other than as a private dwelling apartment or, subject to the provisions of Paragraph 5 hereof, by anyone other than the Lessee, Members of the Lessee's Family, and the Lessee's employees and servants.

5. The Lessee may from time to time sublet the Apartment; provided, however, that any such sublease (i) must be for a minimum term (not including renewals) of six (6) months, (ii) must provide that the subtenant shall recognize this lease, the terms and conditions contained herein, and the superiority hereof, and observe all applicable rules relating to occupancy and use of the Building, and (iii) must permit the Lessor the right to terminate the sublease or bring summary proceedings in the event of default by the subtenant under the Lease. A copy of such lease shall be delivered to Lessor within ten (10) days of its execution.

6. The Lessee shall not assign this lease or transfer the shares allocated to the Apartment or any interest therein, and no such assignment or transfer shall take effect as against the Lessor for any purpose, unless and until:

(a) an instrument of assignment, executed and acknowledged by the assignor, shall have been delivered to the Lessor;

(b) an agreement by the assignee assuming and agreeing to perform and comply with all the covenants and conditions of this lease to be performed and complied with by the Lessee from and after the effective date of the assignment shall have been executed and acknowledged by the assignee and delivered to the Lessor, but no such assumption agreement shall be required if the assignee surrenders the assigned lease and enters into a new Proprietary Lease for the remainder of the term as herein provided;

©) all sums due from the Lessee under this lease shall have been paid;

(d) all shares of capital stock of the Lessor allocated to the Apartment shall have been duly transferred to the assignee, with any required transfer stamps affixed;

(e) the prior written consent of the Board, or its duly authorized representative, to the assignment has been obtained, which consent shall be denied only if the Board, or its representative, determines that (I) the proposed assignee is financially irresponsible or unreliable, or financially unable to make the requisite payments of rent set forth in this lease, or (ii) the proposed assignee, if not a natural person, would jeopardize the Lessor's status as a cooperative housing corporation under Section 216 of the Internal Revenue Code of 1954, as now in effect and as amended from time to time; and

(f) Lessee has also transferred, assigned or otherwise disposed of any shares of capital stock allocated to a Parking Space and the Proprietary Lease associated with such shares which Lessee may also own, either to the assignee of this lease or to an existing shareholder of Lessor.

Whenever, under the provisions of this lease, the Lessee shall be permitted to assign and shall so assign this lease, and the assignee shall assume all of the unfulfilled obligations of the assignor hereunder either by an instrument in writing delivered to the Lessor or by surrendering the assigned lease and entering into a new lease for the remainder of the term, the assignor shall have no further liability on any of the covenants of this lease thereafter to be performed. At the option and election of the Lessor, any assigned lease shall be surrendered and canceled and a new Proprietary Lease for the remainder of the term of this lease shall in such case be entered into between the Lessor and the assignee.

A pledge of capital stock of the lessor and an assignment of this lease in connection therewith as collateral security shall not be deemed a violation of any covenant or condition of this lease relating to the transfer of such shares or the assignment of this lease, but neither the pledgee nor any transferee of the pledgee shall have the right to vote said shares or to acquire ownership thereof or to acquire a Proprietary Lease of the Apartment by assignment or otherwise, or to sublet or occupy the Apartment except upon compliance with all of the provisions of Paragraph 5 of this lease or of this Paragraph 6.

7. If the Lessee shall at any time sublet the Apartment, and shall default in the payment of any rent, the Lessor may, at its option, as long as such default shall continue, demand and receive the rent due or becoming due from such subtenant to the Lessee, up to an amount sufficient to pay all sums due from the Lessee to the Lessor, and any such payment of such subrent to the Lessor shall be sufficient payment and discharge of such subtenant as between such subtenant and the Lessee to the extent of the amount so paid.

8. Subject to the provisions of Paragraph 15 hereof, the Lessor shall maintain and operate the Building as a first-class cooperative and (a) shall keep the lobbies, public halls, cellars and stairways clean and properly lighted and heated, and the elevators properly lighted, and (b) shall provide the number of attendants and the staff requisite, in the judgment of the Board, for the proper care and servicing of the Building as a first-class cooperative.

9. The Lessor shall keep in good repair the foundations, sidewalks, walls (except interior walls of apartments unless repairs thereto are necessitated by the act or negligence of the Lessor or the failure of the Lessor to make repairs for which the Lessor is otherwise responsible), supports, beams, roofs, gutters, cellars, chimneys, entrances and doorways, outdoor area, lobbies and public halls, garage area, public stairways, windows, elevators, elevator corridors, pumps and tanks, and all pipes for carrying water, gas or steam through the Building, and the drain pipes and electrical conduits, together with all plumbing, heating and other apparatus intended together for the general service of the Building, except those portions of any of the foregoing which it is the duty of the Lessee to maintain and keep in good repair as provided in Paragraph 10 hereof, it being agreed that the Lessee shall give the Lessor prompt notice of any accident known to the Lessee and requiring repairs to be made and that the Lessor's obligations are subject to the provisions of Paragraph 15 hereof. All such repairs required to be made by the Lessor shall be at the expense of the Lessor unless the same shall have been rendered necessary by the act or neglect or carelessness of the Lessee, or any of the family, guests, employees or subtenants of the Lessee, in which case the expense is to be borne by the Lessee.

10. The Lessee shall take the Apartment "as is" except as provided in the Lessee's Stock Purchase Agreement for the Lessee's capital stock and this lease. Subject to the provisions of Paragraph 15 hereof, the Lessee shall keep the interior of the Apartment in good repair, and shall decorate the Apartment, and the Lessor shall not be held answerable for any repairs or decoration in or to the Apartment unless such repairs or decoration shall be made necessary by the act or neglect or carelessness of the Lessor. The Lessee shall not permit or suffer anything to be done or kept in the Apartment which will increase the rate of fire insurance on the Building or the contents thereof, and shall not interfere with the rights of other lessees or annoy other lessees by unreasonable noises or otherwise, or obstruct the public halls or stairways of the Building. The Lessee will comply with all the requirements of governmental authorities and with all laws, ordinances, rules and regulations with respect to the occupancy or use of the Apartment; and if, by reason of the occupancy or use of the Apartment, the rate of fire insurance on the Building or its contents shall be increased, the Lessee shall become personally liable for the additional insurance premiums upon all policies covering the Building and the Apartments therein, and the Lessor shall have the right to collect the same, as additional rent, for its own account and the account of other lessees. In addition to decorating the Apartment and keeping the interior of the Apartment in good repair, as aforesaid, the Lessee shall be responsible for the maintenance or replacement of any plumbing fixtures, lighting fixtures, refrigerators and other equipment that may at any time be in the Apartment.

11. The Lessee shall not, without first obtaining the written consent of the Lessor, make in the Apartment, or on any terrace or balcony appurtenant thereto, any structural alteration or exterior alteration or any alteration of the water, gas or steam pipes, electrical conduits or plumbing, nor shall the Lessee install any electrical or other equipment which shall impose an excessive load on such pipes, conduits or plumbing or on existing water, gas, steam or electric supplies or, except as hereinafter authorized, remove any additions, improvements or fixtures from the Apartment. If the Lessee or any prior lessee shall have heretofore placed or shall hereinafter place in the Apartment any special additions, improvements or fixtures, such as and without limiting the generality of the foregoing, mantels, lighting fixtures, refrigerators, air conditioning units and equipment, ranges, hotplates, woodwork, paneling, ceilings, doors, or decorations, then the Lessee shall have the right, during the term of this lease, to remove the same at the Lessee's own expense, provided: (a) that the Lessee at the time of such removal shall not be in default in the payment of rent or additional rent or in the performance of any provision or condition of this lease; (b) that prior to any such removal, the Lessee shall give written notice thereof to the Lessor; (c) that the Lessee shall pay the cost of any such removal and shall repair any damage to the Building and the Apartment resulting therefrom; and (d) that the Lessee shall replace and re-install at the Lessee's own expense any equipment that was in the Apartment at the beginning of the term or, at the Lessee's option, shall put the Apartment in tenant able condition by installing standard equipment of a kind and quality customary in the Building and satisfactory to the Lessor.

On the expiration of the term hereby granted, or upon a sooner termination of this lease, the Lessee shall surrender to the Lessor possession of the Apartment with all additions, improvements and fixtures then included therein, except as herein above provided. Any additions, improvements fixtures not removed by the Lessee at or prior to the termination of this lease shall be deemed abandoned and shall become the property of the Lessor. Any other personal property not removed by the Lessee at or prior to the termination of this lease may be removed by the Lessor to any place of storage and stored for the account of the Lessee without the Lessor in any way being liable for trespass, conversion or negligence by reason of any acts of the Lessor or of the Lessor's agents, or of any carrier employed in transporting such property to the place of storage, or by reason of the negligence of any person in caring for such property while in storage.

12. In case there shall be filed a notice of mechanic's lien against the Building for, or purporting to be for, labor or material alleged to have been furnished or delivered at the Building or the Apartment to or for the Lessee, or anyone claiming under the Lessee, the Lessee shall forthwith cause such lien to be discharged by payment, bonding or otherwise; and if the Lessee shall fail to cause such lien to be discharged within five days after notice from the Lessor, then the Lessor may cause such lien to be discharged by payment, bonding or otherwise, without investigation as to the validity thereof or of any offsets or defenses thereto, and shall have the right to collect from the Lessee, thereto, and shall have the right to collect from the Lessee, as additional rent all amounts so paid and all costs and expenses paid or incurred in connection therewith, including reasonable attorney's fees and disbursements, together with interest thereon from the time or times of payment. Any such sums shall be payable as and when bills therefor are rendered, and in case of failure on the part of the Lessee to pay same, the Lessor, at its option, may add amounts thereof to the next installments of rent due under this lease.

13. The Lessor and its agents shall be permitted to visit and examine the Apartment at any reasonable hour of the day, and workmen may enter at any time, when authorized by the Lessor or the Lessor's Managing Agent, to make or facilitate repairs in any part of the Building and to remove such portions of the walls, floors and ceilings of the Apartment as may be required for the purpose of making such repairs, but the Lessor shall at its own cost and expense thereafter restore the Apartment to its former condition.

14. (a) If the Lessee shall fail to make repairs as herein required, or shall fail to comply with any other covenant or condition of this lease on Lessee's part to be performed, the Lessor may, after ten days' notice to the Lessee make such repairs, comply with such covenant or condition, or perform such act or arrange for others to do the same, without liability on the Lessor; and, in such event, the Lessor, its agents, servants, and contractors shall, as between the Lessor and Lessee, be conclusively deemed to be acting as agent of the Lessee and all contracts therefor made by the Lessor shall be so construed whether or not made in the name of the Lessee.

(b) The Lessee agrees to indemnify the Lessor against and to save the Lessor harmless from all liability, loss, damage and expense arising from injury or damage to person or property occasioned by the failure of the Lessee to comply with any provision hereof, or due wholly or in part to any act, default or omission of the Lessee or any person dwelling or visiting in the Apartment, or by the Lessor, its agents, servants and contractors when acting as agent for the Lessee as provided in this lease.

©) In addition to other legal remedies hereinbefore or hereinafter provided for, in case of violation of any covenants by the Lessee, the same shall be restrainable by injunction and neither the mention herein nor the election hereafter of one or more of the remedies provided, shall preclude the Lessor from enforcing any other right, remedy, option, election, or priority allowed by law, whether or not herein specifically set forth.

(d) The giving of written notification by the Lessee to the Lessor in the manner provided in Paragraph 25 hereof, in the event of (I) any default by the Lessor, or (ii) any breach by the Lessor of any covenant of this lease, or (iii) any failure by the Lessor to comply with any law, ordinance, or governmental regulation, shall be a condition precedent to the bringing of any action by the Lessee against the Lessor or the assertion by the Lessee against the Lessor of any defense based thereon.

15. The Lessor shall not be liable for, nor shall there be any abatement of rent or other compensation or claim of eviction by reason of: (a) any interference with light air, view or other such interests of the Lessee; or (b) space taken to comply with any law, ordinance or governmental regulation; or (c) unless due to the negligence of the Lessor: (I) any failure, curtailment or interruption of heat, water supply, electric current, gas, telephone or elevator service, or other service to be supplied by the Lessor hereunder; (ii) failure to make, delay in making, or inconvenience involved in making any repairs, alterations or decorations to the Building or any fixtures or appurtenances therein; (iii) injury or damage to person or property caused by the elements or by another lessee or by another person in the Building; or (iv) steam, gas, electricity, water, rain or snow which may leak or overflow from any part of the Building, or from any of its pipes, drains, conduits, radiators, boilers, tanks, appliances or equipment, or from any other place.

16. (a) If the Building shall be partly damaged by fire or other casualty, it shall be repaired as speedily as is reasonably possible by and at the expense of the Lessor, so as to conform substantially to its condition immediately preceding such damage, and, in case the damage shall be so extensive as to render the Apartment untenable, the rent hereunder shall cease until the Apartment shall again be rendered tenant able. In case of the total destruction of the Building, or such a substantial portion of the Building that repair is impractical, by fire or otherwise, or in case the Apartment is rendered permanently untenable by fire or otherwise, the rent shall be paid up to, and a final accounting shall be made as of, the time of such destruction, and thereupon this lease, and all rights and obligations of the parties hereunder, and the tenancy hereby created shall wholly cease and expire. Provided, however, that notwithstanding anything to the contrary set forth herein above, in the event such fire or casualty shall have been caused by the fault or negligence of the Lessee or anyone for whom the Lessee may be responsible, the rent hereunder shall not abate in the event of untenability and the Lessee shall be liable for the loss or damage caused by said fault or negligence.

(b) If the Building or a substantial portion thereof so that repair is impractical or the Apartment shall be taken by condemnation, eminent domain or similar proceeding, the rent shall be paid up to, and a final accounting shall be made as of, the time the Apartment is rendered untenable by such taking and thereupon this lease, and all rights and obligations of the parties hereunder, and the tenancy hereby created shall wholly cease and expire. If an insubstantial portion of the Building is taken by such proceeding so that repair thereof is not impractical, the Building shall be repaired as speedily as is reasonably possible by and at the expense of the Lessor, so as to make the remainder of the Building tenant able; provided, however, this provision shall not create an obligation to the Lessor under this lease in the event the Apartment is taken by such proceeding. Any award for such proceeding, with the exception of the portion thereof solely attributable to the Lessee's personalty, shall belong solely to the Lessor.

17. Pursuant to Lessor's By-Law No, 49, upon the occurrence of any event of default under this lease, the Lessor will give written notice thereof to the registered pledgee of Lessee's shares of capital stock. If upon, or at any time after, the happening of any of the events of default mentioned in subdivisions (a) to (f), inclusive, of this Paragraph 17, the Lessor shall give to the Lessee a notice stating that the term hereof will expire on a date at least five days thereafter; whereupon unless the default has been cured by either the Lessee or such registered pledgee of Lessee by the termination date, the term of this lease shall expire on the date so fixed as if that were the date originally fixed for its expiration, and all right, title and interest of the Lessee hereunder shall thereupon cease and expire, and the Lessee shall thereupon quit and surrender the Apartment to the Lessor, it being the intention of the parties hereto to create hereby a conditional limitation, and thereupon the Lessor shall have the right to re-enter the Apartment and to remove all persons and personal property therefrom, either by summary dispossess proceedings or by any suitable action or proceeding at law or in equity, or by force or otherwise and to repossess the Apartment in its former estate as if this lease had not been made, and no liability whatsoever shall attach to the Lessor by reason of the exercise of the right of reentry, re-possession and removal herein granted and reserved.

(a) If at any time during the term of this lease the Lessee shall cease to be the owner of all of the shares of capital stock of the Lessor which are hereinbefore stated to be owned by the Lessee and allocated to the Apartment, or if this lease shall pass or be assigned to anyone who is not then the owner of all said shares.

(b) If at any time during the term of this lease (i) the lessee shall be adjudicated a bankrupt under the laws of the United States; or (ii) a receiver of all of the property of the Lessee, or of the shares of capital stock of the Lessor allocated to the Apartment, shall be appointed under any provisions of law and the order appointing such receiver shall not be vacated within thirty days; or (iii) the Lessee shall make a general assignment for the benefit of creditors; or (iv) except for a levy by a pledgee of Lessee's capital stock, any of the shares of capital stock of the Lessor owned by the Lessee and allocated to the Apartment shall be duly levied upon under the process of any court whatever unless such levy shall be discharged within five days; or (v) this lease or the shares appurtenant thereto shall pass by operation of law or otherwise to anyone other than the Lessee herein named or a person to whom such Lessee has assigned this lease in the manner herein permitted [but this subsection (v) shall not be applicable if this lease or the appurtenant shares shall pass to the executors or administrators of the Lessee or to a pledgee of this lease or the appurtenant shares].

(c) If at any time there shall be an assignment or purported assignment of this lease without full compliance with the requirements of Paragraph 6 hereof, or if at any time there shall be any subletting hereunder without full compliance with the requirements of Paragraph 5 hereof, or if any unauthorized person shall be permitted to use or occupy the Apartment, and the Lessee shall fail to cure such condition within ten days after written notice from the Lessor.

(d) If the Lessee shall be in default for a period of thirty days in the payment of any rent or additional rent, or of any installment thereof herein provided for, and shall then fail to cure such default within ten days after written notice thereof shall have been given by the Lessor.

(e) If the Lessee shall default in the performance of any covenant or provision hereof, other than the covenant to pay rent or covenants otherwise provided for in this Paragraph 17, and shall fail to cure any such default within thirty days after written notice thereof shall have been given by the Lessor.

(f) If the Lessee shall default in the performance of any obligation under the Lessee's Proprietary Lease, if there be one, for a Parking Space and such default is not cured in accordance with the terms thereof.

18. (a) In the event of the Lessor's resuming possession of the Apartment either by summary proceedings, action of ejectment or otherwise because of default by the Lessee in the payment of rent or additional rent, or any part thereof, or on the expiration of the term of this lease under the provisions of Paragraph 17 hereof, the Lessee shall continue to remain liable for payment of the rent which would have become due hereunder from time to time. No suit brought to recover any installment of such rent shall prejudice the right of the Lessor to recover any subsequent installment. After resuming possession, the Lessor may, at Lessor's option, from time to time (i) relet the Apartment for Lessor's own account, or (ii) relet the Apartment as the agent of the Lessee, in the name of the Lessee or in the Lessor's own name, for a term or terms which may be less than or greater than the period which would otherwise have constituted the balance of the term of this lease, and may grant concessions or free rent, in its discretion. Within ten days after reletting the Apartment, as aforesaid, the Lessor shall notify the Lessee as to whether the Apartment has been relet for the account of the Lessee or for the Lessor's own account. The fact that the Lessor may have relet as agent for the Lessee shall not prevent the Lessor from thereafter notifying the Lessee that it proposes to relet for Lessor's own account and will no longer relet the Apartment as agent for the Lessee. If the Lessor relets the Apartment as agent for the Lessee, Lessor shall, after reimbursing itself for Lessor's expenses in connection therewith, including a reasonable amount for decoration, alterations and repairs in and to the Apartment, apply the remaining avails of such reletting against the Lessee's continuing obligations hereunder. There shall be a final accounting between the Lessor and the Lessee upon the earliest of the four following dates: (1) \_\_\_\_\_; (2) the date as of which a new Proprietary Lease covering the Apartment shall have become effective; (3) the date the Lessor gives written notice to the Lessee that Lessor has relet the Apartment for Lessor's own account or that Lessor will no longer relet the Apartment as agent for the Lessee; or (4) the date upon which all Proprietary Leases of the Lessor terminate. From and after the date upon which the Lessor becomes obligated to account to the Lessee as above provided, the Lessor shall have no further duty to account to the Lessee for any avails of reletting and the Lessee shall have no further liability for sums thereafter accruing hereunder, but such termination of the Lessee's liability shall not affect any liabilities therefore accrued.

(b) On the termination of this lease under the provisions of Paragraph 17, or otherwise, because of default by the Lessee, the Lessee shall surrender to the Lessor the certificate for the shares of capital stock of the Lessor owned by the Lessee and allocated to the Apartment. Whether or not said certificate is surrendered, the Lessor may issue a new Proprietary Lease for the shares of capital stock of the Lessor owned by the Lessee and allocated thereto, when a purchaser therefor is found, provided that the issuance of such shares and such lease to such purchaser is authorized in the manner provided in Paragraph 6 (e) hereof. Upon such issuance, the share certificate owned or held by the Lessee shall be automatically canceled and rendered null and void. Upon the issuance of any such new Proprietary Lease and certificate, the Lessee's continuing liability hereunder, if not theretofore terminated, shall cease and the Lessee shall only be liable for rent and expenses accrued to that time. The Lessor shall apply the proceeds received from the issuance of such shares towards the payment of the Lessee's indebtedness hereunder, including interest, attorney's fees and other expenses incurred by the Lessor, and if the proceeds are sufficient to pay the same, the Lessor shall, subject to the rights of the registered pledgees, pay over any surplus to the Lessee, but if insufficient the Lessee shall remain liable for the balance of the indebtedness.

19. Subject to all the applicable provisions of this lease and to the use of any terrace or balcony by the Lessor to enable it to fulfill its obligations hereunder, if the Apartment embraces a terrace or balcony or a portion thereof, the Lessee shall have and enjoy the exclusive use of such terrace or balcony. The Lessee shall not install any walls, enclosures or awnings on any such terrace or balcony, except with the prior written approval of the Lessor. It shall be the Lessee's duty to keep such terrace or balcony clean and free from ice, snow and debris and to provide proper drainage therefor and the Lessor shall have no duties or obligations with respect to any such matters. The Lessor shall have the right to erect on the roof of the Building, for its use and for the use of other lessees, radio or television aerials and antennae or other necessary or desirable improvements and the lessee and/or other lessees, as the case may be, shall have the right of access thereto for such installation and for the repair and use thereof.

20. The Lessor hereby establishes the house rules appended to this lease for the management and control of the Building, and may also from time to time alter, amend and repeal such rules and make additions thereto as the Board may reasonably deem necessary or desirable, and this lease shall be in all respects subject to the appended rules, to all reasonable changes and modifications therein, and to all new rules of which notice has been given to the Lessee, and the Lessee shall obey all such rules and see that they are faithfully observed by Lessee's family, guests, employees and subtenants, but the Lessor shall not be responsible to the Lessee for the non-observance or violation of such rules by any other lessee or person other than employees of the Lessor.

21. This lease is, shall remain and shall be subject and subordinate to (a) all present and future mortgages or deeds of trust now or hereafter liens on the respective lands and/or the Building in which the Lessor has a fee estate, and to any and all present and future ground, underlying or overriding leases affecting the aforesaid lands and/or the Building and to all extensions, notifications, replacements and renewals thereof. The Lessee shall at any time, and from time to time, on demand, execute any instruments that may be required by any lessor of any ground, underlying or overriding lease or any mortgagee or beneficiary under a deed of trust by the Lessor for the purpose of more formally subjecting this lease to the lien of any such mortgage or mortgages, deed or deeds of trust, ground, underlying or overriding leases, and the duly elected officers of the Lessor are and each of them is hereby irrevocably appointed the attorney-in-fact and agent of the Lessee to execute the same upon such demand, and the Lessee hereby ratifies any such instrument hereafter executed by virtue of the power of attorney hereby given.

22. All Proprietary Leases of Apartments in the Building heretofore executed are, and all such leases hereafter executed shall be, in the form of this lease, except with respect to the statement as to the number of shares of capital stock owned by the Lessee, until the form is amended for subsequent use and is approved by the lessees owning at least two-thirds in amount of the shares of Lessor's capital stock then issued and outstanding. The Lessor will not make or consent to any change or alteration in the terms or conditions of any Proprietary Lease which shall have been executed by the Lessor unless such change or alteration shall be similarly approved.

23. (a) The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any of the covenants or conditions hereof, or to exercise any right or option herein contained, or to serve any notice, or to institute any action or proceeding, shall not be construed as a waiver of such default or a relinquishment for the future of the right to enforce such covenant or option or right shall continue and remain in full force and effect. The receipt by the Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor of any provision hereof shall be deemed to have been made unless in writing and signed by an officer of the Lessor pursuant to authority contained in a resolution of the Board.

(b) The Lessee hereby expressly waives any and all right of redemption in case the Lessee shall be dispossessed. The words "enter", "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning.

©) To the extent, if any, permitted by law, the respective parties shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this lease, the use or occupancy of the Apartment, or any claim of damage resulting from any act or omission of the parties in any way connected with this lease or the Apartment.

24. If the Lessee shall at any time be in default hereunder and the Lessor shall incur any expense (whether paid or not) in performing acts which the Lessee is required to perform, or in instituting any action or proceeding based on such default, the expense thereof to the Lessor, including reasonable attorney's fees and disbursements, shall be paid by the Lessee to the Lessor, on demand, as additional rent.

25. Any notice by the Lessor to the Lessee or by the Lessee to the Lessor shall be deemed to have been duly given, and any demand by the Lessor on the Lessee or by the Lessee of the Lessor shall be deemed to have been duly made, only if in writing and delivered personally or sent by certified or registered mail addressed to the Lessor, or to the Lessee at 3900 Tunlaw Road, NW, Washington, DC, or such other address as may be designated by the Lessor or the Lessee, as the case may be, in the manner herein set forth for the giving of notices.

26. The Lessee, upon paying the rent and performing the covenants and complying with the conditions on the part of the Lessee to be performed and complied with as herein set forth, shall, at all times during the term hereby granted, quietly have, hold and enjoy the Apartment without any suit, trouble or hindrance from the Lessor.

27. The shares of capital stock of the Lessor held by the Lessee and allocated to the Apartment have been acquired and are owned subject to the following conditions agreed upon with the Lessor and with each of the other lessees under Proprietary Leases for their mutual benefit.

(a) The shares represented by each certificate are transferrable only as an entirety.

(b) The shares shall not be sold except to the Lessor or to an assignee of this lease after compliance with all of the provisions of Paragraph 6 of this lease relating to assignments.

28. Except as otherwise in this lease provided, the references herein to the Lessor shall be deemed to include its successors and assigns, and the references herein to the Lessee or to a shareholder of the Lessor shall be deemed to include the executors, administrators, legal representatives, legatees, distributees, and subject to the provisions of Paragraph 6 hereof, assigns of the Lessee or of such shareholder; and the covenants herein contained shall apply to, bind and inure to the benefit of the Lessor and its successors and assigns, and the Lessee and the executors, administrators, legal representatives, legatees, distributees, and subject to the provisions of Paragraph 6 hereof, assigns of the Lessee.

29. The provisions of this lease cannot be changed orally.

30. If more than one person is named as Lessee hereunder, the Lessor may require the signatures of all such persons in connection with any notice to be given or action to be taken by the Lessee hereunder, including, without limiting the generality of the foregoing, the surrender or assignment of this lease, or any request for consent to assignment or subletting. Each person named as Lessee shall be fully liable for all of the Lessee's obligations hereunder. Any notice by the Lessor to any person named as Lessee shall be sufficient, and shall have the same force and effect as though given to all persons named as Lessee.

31. If any clause or provision herein contained shall be adjudged invalid, such fact shall not affect the validity of any other clause or provision of this lease, or give rise to any cause of action in favor of either party as against the other.

32. (a) "Lessor's Cash Requirements" whenever used herein shall mean the amount in cash which the Board of Directors of the Lessor shall establish in accordance with By-Law No. 25 of the Lessor's By-Laws.

(b) "Member of the Lessee's Family" whenever used herein, shall mean the Lessee's spouse, parents, parents-in-law, brothers and sisters, children, grandchildren, children-in-law and stepchildren, nieces, nephews, or if the Lessee be more than one person of any of the Lessees.

(c) "Issued and outstanding" wherever used herein as relating to the capital stock of the Lessor shall be deemed to include only the shares of capital stock of the Lessor issued to and outstanding in the names of persons holding Proprietary Leases on Apartments and Parking Spaces, and shall not include any shares authorized but unissued, nor any shares previously issued, but returned to the treasury of Lessor on cancellation of Proprietary Leases.

IN WITNESS WHEREOF, the Lessor has caused its corporate seal to be hereunto affixed and this instrument to be signed by its duly authorized officer, and the Lessee has executed this instrument under seal, the day and year first above written.

ATTEST

3900 TUNLAW COOPERATIVE INC.

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
PRESIDENT

WITNESS

LESSEE

\_\_\_\_\_  
[Assignee1]

\_\_\_\_\_  
[Assignee2]

Parking Space Number: [PkSp]

Shares of Capital Stock: [Pk.Shares]

***3900 TUNLAW COOPERATIVE INC.***

LESSOR

TO

[Assignee1]

[Assignee2]

LESSEE

PARKING SPACE  
PROPRIETARY LEASE

# 3900 TUNLAW COOPERATIVE INC.

## PROPRIETARY LEASE

AGREEMENT, made as of \_\_\_\_\_, between **3900 TUNLAW COOPERATIVE, INC.**, a Delaware corporation having an office at 3900 Tunlaw Road, NW, Washington, DC (hereinafter called the "Lessor"), and **[Assignee1] [Assignee2]** (hereinafter called the "Lessee").

### WITNESSETH:

WHEREAS the Lessor is the owner of a parcel of Land and the building thereon known as 3900 Tunlaw, and by street address as 3900 Tunlaw Road, NW, Washington, DC (hereinafter called the "Building"); and

WHEREAS the Lessor, in accordance with a plan to provide cooperative ownership of Apartments in the Building, has leased or proposes to lease the Apartments in the Building to the several owner of its capital stock by instruments known as Proprietary Leases; and

WHEREAS the Lessee owns [AptShares] shares of the capital stock of the Lessor and is the Lessee under a Proprietary Lease with Lessor for Apartment No. [Apt. ] in the Building; and

WHEREAS Lessor has leased or proposes to lease parking spaces (both in the Building and on the Land on which the Lessor has a fee estate, said Parking Spaces being hereinafter referred to as "Parking Spaces") to the several owners of its capital stock in the Lessor attributable to Parking Spaces by instruments known as Proprietary Leases; and

WHEREAS the Lessee is the owner of [Pk.Shares] shares of the capital stock of the Lessor which have been allocated to the Parking Space hereinafter designated:

NOW, THEREFORE, in consideration of the premises and of the rents, covenants and agreements hereinafter set forth, the Lessor hereby leases to the Lessee, the Parking Space referred to as Parking Space No. **[PkSp]**,

TO HAVE AND TO HOLD the Parking Space with its appurtenances unto the Lessee, and Lessee's authorized assigns from the date as written above until the 1st day of May, 2078, (unless the term shall sooner expire as hereinafter in this lease provided) at a rent, for each year or portion of a year, during said term, equal to that proportion of the Lessor's Cash Requirements, as determined by the Board of Directors of the Lessor (hereinafter called the "Board") and as hereinafter defined, for such year or portion of year which the number of shares of capital stock specified in the recitals of this lease allocated to the Parking Space bears to the total number of shares of capitol stock of the Lessor issued and outstanding on the date of the determination of Lessor's Cash Requirements, together with the additional rent hereinafter provided.. Rent shall be payable in monthly installments, in advance, at such place as shall be determined from time to time by the Board, and additional rent shall be payable at the same place and as herein above provided.

The failure of the Board to determine the Lessor's Cash Requirements for any year or portion thereof shall not be deemed a waiver or modification in any respect of the covenants and provisions hereof or a release of the Lessee from the Lessee's obligation to pay the rent or any installment thereof, but the rent last determined for any year or portion thereof shall thereafter continue to be the rent until the Lessor's Cash Requirements shall be redetermined.

The power and authority to determine and establish the amount of, and to require payment of, the Lessor's Cash Requirements and the rent above provided for, shall be possessed only by the Board, and not by any creditor, receiver or trustee of the Lessor. Every such determination by the Board shall be final and conclusive as to the Lessee, and any expenditures made by the Lessor's officers, or by the Lessor's duly appointed Managing Agent under the direction or with the approval of the Board, shall, as against the Lessee, be deemed necessarily and properly made.

1. The Lessor and Lessee shall always in good faith endeavor to observe and promote the cooperative purposes for the accomplishment of which the Lessor was primarily incorporated.

2. In every Proprietary Lease heretofore executed by the Lessor there has been specified, and in every proprietary lease hereafter executed by the Lessor there shall be specified, the number of shares of capital stock of the Lessor allocated to the Apartment or Parking Space covered thereby, which number, in relation to the total number of shares of capital stock of the Lessor then issued and outstanding, shall constitute the basis for fixing, as hereinbefore provided, the proportionate share of the Lessor's Cash Requirements which shall be payable as rent by the Lessee.

3. The Lessee shall pay the rent to the Lessor, or, if so directed by the Lessor, to its duly appointed Managing Agent, without any deduction on account of any set-off or claim which the Lessee may have against the Lessor.

4. The Lessee shall not occupy or use the Parking Space, or permit the same or any part thereof to be occupied or used, for any purpose other than for the parking of an automobile or other vehicle which is permitted by the Lessor.

5. The Lessee may from time to time sublet the Parking Space; provided, however, that any such sublease (i) must provide that the subtenant shall recognize this lease, the terms and conditions contained herein, and the superiority hereof, and observe all applicable rules relating to the Parking Space, and (ii) must permit the Lessor the right to terminate the sublease or bring summary proceedings in the event of default by the subtenant under the Lease. A copy of such lease shall be delivered to Lessor within ten (10) days of its execution.

6. The Lessee shall not assign this lease or transfer the shares allocated to the Parking Space or any interest therein, and no such assignment or transfer shall take effect as against the Lessor for any purpose, unless and until:

(a) an instrument of assignment, executed and acknowledged by the assignor, shall have been delivered to the Lessor;

(b) an agreement by the assignee assuming and agreeing to perform and comply with all the covenants and conditions of this lease to be performed and complied with by the Lessee from and after the effective date of the assignment shall have been executed and acknowledged by the assignee and delivered to the Lessor, but no such assumption agreement shall be required if the assignee surrenders the assigned lease and enters into a new Proprietary Lease for the remainder of the term as herein provided;

©) all sums due from the Lessee under this lease shall have been paid;

(d) all shares of capital stock of the Lessor allocated to the Parking Space shall have been duly transferred to the assignee, with any required transfer stamps affixed;

(e) the prior written consent of the Board, or its duly authorized representative, to the assignment has been obtained, which consent shall be denied only if the Board, or its representative, determines that (I) the proposed assignee is financially irresponsible or unreliable, or financially unable to make the requisite payments of rent set forth in this lease, or (ii) the proposed assignee, if not a natural person, would jeopardize the Lessor's status as a cooperative housing corporation under Section 216 of the Internal Revenue Code of 1954, as now in effect and as amended from time to time; and

(f) The shares of capital stock allocated to the Parking Space and this lease shall be assigned and transferred only to an assignee and transferee who owns shares of capital stock allocated to an Apartment and a Proprietary Lease for such Apartment.

Whenever, under the provisions of this lease, the Lessee shall be permitted to assign and shall so assign this lease, and the assignee shall assume all of the unfulfilled obligations of the assignor hereunder either by an instrument in writing delivered to the Lessor or by surrendering the assigned lease and entering into a new lease for the remainder of the term, the assignor shall have no further liability on any of the covenants of this lease thereafter to be performed. At the option and election of the Lessor, any assigned lease shall be surrendered and canceled and a new Proprietary Lease for the remainder of the term of this lease shall in such case be entered into between the Lessor and the assignee.

A pledge of capital stock of the lessor and an assignment of this lease in connection therewith as collateral security shall not be deemed a violation of any covenant or condition of this lease relating to the transfer of such shares or the assignment of this lease, but neither the pledgee nor any transferee of the pledgee shall have the right to vote said shares or to acquire ownership thereof or to acquire a Proprietary Lease of the Parking Space by assignment or otherwise, or to sublet or use Parking Space except upon compliance with all of the provisions of Paragraph 5 of this lease or of this Paragraph 6.

7. If the Lessee shall at any time sublet the Parking Space, and shall default in the payment of any rent, the Lessor may, at its option, as long as such default shall continue, demand and receive the rent due or becoming due from such subtenant to the Lessee, up to an amount sufficient to pay all sums due from the Lessee to the Lessor, and any such payment of such subrent to the Lessor shall be sufficient payment and discharge of such subtenant as between such subtenant and the Lessee to the extent of the amount so paid.

8. The Lessor shall maintain and operate the Building as a first-class cooperative and (a) shall keep the lobbies, public halls, cellars and stairways clean and properly lighted and heated, and the elevators properly lighted, and (b) shall provide the number of attendants and the staff requisite, in the judgment of the Board, for the proper care and servicing of the Building as a first-class cooperative.

9. The Lessee shall take the Parking Space "as is". The Lessee shall not permit or suffer anything to be done or kept in the Parking Space thereof, and shall not interfere with the rights of other lessees or annoy other lessees by unreasonable noises or otherwise. The Lessee shall use the Parking Space that is the subject of this lease and no other, and shall park in such manner as shall not block or interfere with the use of other Parking Spaces or the means of access thereto. The Lessee will comply with all the requirements of governmental authorities and with all laws, ordinances, rules and regulations with respect to the occupancy or use of the Parking Space.

10. The Lessee shall not make any change or alteration to the Parking Space.

11. (a) If the Lessee shall fail to comply with any other covenant or condition of this lease on Lessee's part to be performed, the Lessor may, after ten days' notice to the Lessee comply with such covenant or condition, or perform such act or arrange for others to do the same, without liability on the Lessor; and, in such event, the Lessor, Lessor's agents, servants, and contractors shall, as between the Lessor and Lessee, be conclusively deemed to be acting as agent of the Lessee and all contracts therefor made by the Lessor shall be so construed whether or not made in the name of the Lessee.

(b) The Lessee agrees to indemnify the Lessor against and to save the Lessor harmless from all liability, loss, damage and expense arising from injury or damage to person or property occasioned by the failure of the Lessee to comply with any provision hereof, or due wholly or in part to any act, default or omission of the Lessee or any person using the Parking Space with Lessee's permission or authority, or by the Lessor, Lessor's agents, servants and contractors when acting as agent for the Lessee as provided in this lease.

(c) In addition to other legal remedies hereinbefore or hereinafter provided for, in case of violation of any covenants by the Lessee, the same shall be restrainable by injunction and neither the mention herein nor the election hereafter of one or more of the remedies provided, shall preclude the Lessor from enforcing any other right, remedy, option, election, or priority allowed by law, whether or not herein specifically set forth.

(d) The giving of written notification by the Lessee to the Lessor in the manner provided in Paragraph 21 hereof, in the event of (i) any default by the Lessor, or (ii) any breach by the Lessor of any covenant of this lease, or (iii) any failure by the Lessor to comply with any law, ordinance, or governmental regulation, shall be a condition precedent to the bringing of any action by the Lessee against the Lessor or the assertion by the Lessee against the Lessor of any defense based thereon.

12. All vehicles occupying the Parking Space, and the contents thereof, are at the Lessee's sole risk, and the Lessor shall have no liability for any loss, damage or theft thereof.

13. (a) If the Building shall be partly damaged by fire or other casualty, it shall be repaired as speedily as is reasonably possible by and at the expense of the Lessor, so as to conform substantially to its condition immediately preceding such damage, and, in case the damage shall be so extensive as to render the Parking Space untenable, the rent hereunder shall cease until the Parking Space shall again be rendered tenant able. In case of the total destruction of the Building, or such a substantial portion of the Building that repair is impractical, by fire or otherwise, or in case the Parking Space is rendered permanently untenable, by fire or otherwise, the rent shall be paid up to, and a final accounting shall be made as of, the time of such destruction, and thereupon this lease, and all rights and obligations of the parties hereunder, and the tenancy hereby created shall wholly cease and expire. Provided, however, that notwithstanding anything to the contrary set forth herein above, in the event such fire or casualty shall have been caused by the fault or negligence of the Lessee or anyone for whom the Lessee may be responsible, the rent hereunder shall not abate in the event of untenability and the Lessee shall be liable for the loss or damage caused by said fault or negligence.

(b) If the Building or a substantial portion thereof so that repair is impractical or the Parking Space shall be taken by condemnation, eminent domain or similar proceeding, the rent shall be paid up to, and a final accounting shall be made as of, the time the Parking Space is rendered untenable by such taking and thereupon this lease, and all rights and obligations of the parties hereunder, and the tenancy hereby created shall wholly cease and expire. If an insubstantial portion of the Building is taken by such proceeding so that repair thereof is not impractical, the Building shall be repaired as speedily as is reasonably possible by and at the expense of the Lessor, so as to make the remainder of the Building tenant able; provided, however, this provision shall not create an obligation to the Lessor under this lease in the event the Parking Space is taken by such proceeding. Any award for such proceeding, shall belong solely to the Lessor.

14. Pursuant to Lessor's By-Law No, 49, upon the occurrence of any event of default under this lease, the Lessor will give written notice thereof to the registered pledgee of Lessee's shares of capital stock. If upon, or at any time after, the happening of any of the events of default mentioned in subdivisions (a) to (f), inclusive, of this Paragraph 14, the Lessor shall give to the Lessee a notice stating that the term hereof will expire on a date at least five days thereafter; whereupon unless the default has been cured by either the Lessee or such registered pledgee of Lessee by the termination date, the term of this lease shall expire on the date so fixed as if that were the date originally fixed for its expiration, and all right, title and interest of the Lessee hereunder shall thereupon cease and expire, and the Lessee shall thereupon quit and surrender the Parking Space to the Lessor, it being the intention of the parties hereto to create hereby a conditional limitation, and thereupon the Lessor shall have the right to re-enter the Parking Space and to remove all persons and personal property therefrom, either by summary dispossess proceedings or by any suitable action or proceeding at law or in equity, or by force or otherwise and to repossess the Parking Space in its former estate as if this lease had not been made, and no liability whatsoever shall attach to the Lessor by reason of the exercise of the right of reentry, re-possession and removal herein granted and reserved.

(a) If at any time during the term of this lease the Lessee shall cease to be the owner of all of the shares of capital stock of the Lessor which are hereinbefore stated to be owned by the Lessee and allocated to the Parking Space, or if this lease shall pass or be assigned to anyone who is not then the owner of all said shares.

(b) If at any time during the term of this lease (i) the lessee shall be adjudicated a bankrupt under the laws of the United States; or (ii) a receiver of all of the property of the Lessee, or of the shares of capital stock of the Lessor allocated to the Apartment, shall be appointed under any provisions of law and the order appointing such receiver shall not be vacated within thirty days; or (iii) the Lessee shall make a general assignment for the benefit of creditors; or (iv) except for a levy by a pledgee of Lessee's capital stock, any of the shares of capital stock of the Lessor owned by the Lessee and allocated to the Parking Space shall be duly levied upon under the process of any court whatever unless such levy shall be discharged within five days; or (v) this lease or the shares appurtenant thereto shall pass by operation of law or otherwise to anyone other than the Lessee herein named or a person to whom such Lessee has assigned this lease in the manner herein permitted [but this subsection (v) shall not be applicable if this lease or the appurtenant shares shall pass to the executors or administrators of the Lessee or to a pledgee of this lease or the appurtenant shares].

©) If at any time there shall be an assignment or purported assignment of this lease without full compliance with the requirements of Paragraph 6 hereof, or if at any time there shall be any subletting hereunder without full compliance with the requirements of Paragraph 5 hereof, or if any unauthorized person shall be permitted to use or occupy the Parking Space, and the Lessee shall fail to cure such condition within ten days after written notice from the Lessor.

(d) If the Lessee shall be in default for a period of thirty days in the payment of any rent or additional rent, or of any installment thereof herein provided for, and shall then fail to cure such default within ten days after written notice thereof shall have been given by the Lessor.

(e) If the Lessee shall default in the performance of any covenant or provision hereof, other than the covenant to pay rent or covenants otherwise provided for in this Paragraph 14, and shall fail to cure any such default within thirty days after written notice thereof shall have been given by the Lessor.

(f) If the Lessee shall default in the performance of any obligation under the Lessee's Proprietary Lease for an Apartment in the Building, and such default is not cured in accordance with the terms thereof.

15. (a) In the event of the Lessor's resuming possession of the Parking Space either by summary proceedings, action of ejectment or otherwise because of default by the Lessee in the payment of rent or additional rent, or any part thereof, or on the expiration of the term of this lease under the provisions of Paragraph 14 hereof, the Lessee shall continue to remain liable for payment of the rent which would have become due hereunder from time to time. No suit brought to recover any installment of such rent shall prejudice the right of the Lessor to recover any subsequent installment. After resuming possession, the Lessor may, at Lessor's option, from time to time (i) relet the Parking Space for Lessor's own account, or (ii) relet the Parking Space as the agent of the Lessee, in the name of the Lessee or in the Lessor's own name, for a term or terms which may be less than or greater than the period which would otherwise have constituted the balance of the term of this lease, and may grant concessions or free rent, in its discretion. Within ten days after reletting the Parking Space, as aforesaid, the Lessor shall notify the Lessee as to whether the Parking Space has been relet for the account of the Lessee or for the Lessor's own account. The fact that the Lessor may have relet as agent for the Lessee shall not prevent the Lessor from thereafter notifying the Lessee that it proposes to relet for Lessor's own account and will no longer relet the Parking Space as agent for the Lessee. If the Lessor relets the Parking Space as agent for the Lessee, Lessor shall, after reimbursing itself for Lessor's expenses in connection therewith, apply the remaining avails of such reletting against the Lessee's continuing obligations hereunder. There shall be a final accounting between the Lessor and the Lessee upon the earliest of the four following dates: (1) \_\_\_\_\_, \_\_\_\_\_; (2) the date as of which a new Proprietary Lease covering the Parking Space shall have become effective; (3) the date the Lessor gives written notice to the Lessee that Lessor has relet the Parking Space for Lessor's own account or that Lessor will no longer relet the Parking Space as agent for the Lessee; or (4) the date upon which all Proprietary Leases of the Lessor terminate. From and after the date upon which the Lessor becomes obligated to account to the Lessee as above provided, the Lessor shall have no further duty to account to the Lessee for any avails of reletting and the Lessee shall have no further liability for sums thereafter accruing hereunder, but such termination of the Lessee's liability shall not affect any liabilities therefore accrued.

(b) On the termination of this lease under the provisions of Paragraph 14, or otherwise, because of default by the Lessee, the Lessee shall surrender to the Lessor the certificate for the shares of capital stock of the Lessor owned by the Lessee and allocated to the Parking Space. Whether or not said certificate is surrendered, the Lessor may issue a new Proprietary Lease for the shares of capital stock of the Lessor owned by the Lessee and allocated thereto, when a purchaser therefor is found, provided that the issuance of such shares and such lease to such purchaser is authorized in the manner provided in Paragraph 6(e) and 6(f) hereof. Upon such issuance, the share certificate owned or held by the Lessee shall be automatically canceled and rendered null and void. Upon the issuance of any such new Proprietary Lease and certificate, the Lessee's continuing liability hereunder, if not theretofore terminated, shall cease and the Lessee shall only be liable for rent and expenses accrues to that time. The Lessor shall apply the proceeds received from the issuance of such shares towards the payment of the Lessee's indebtedness hereunder, including interest, attorney's fees and other expenses incurred by the Lessor, and if the proceeds are sufficient to pay the same, the Lessor shall, subject to the rights of the registered pledgees, pay over any surplus to the Lessee, but if insufficient the Lessee shall remain liable for the balance of the indebtedness.

16. The Lessor hereby establishes the house rules appended to this lease for the management and control of the Building, and may also from time to time alter, amend and repeal such rules and make additions thereto as the Board may reasonably deem necessary or desirable, and this lease shall be in all respects subject to the appended rules, to all reasonable changes and modifications therein, and to all new rules of which notice has been given to the Lessee, and the Lessee shall obey all such rules and see that they are faithfully observed by Lessee's family, guests, employees and subtenants, but the Lessor shall not be responsible to the Lessee for the non-observance or violation of such rules by any other lessee or person other than employees of the Lessor.

17. This lease is, shall remain and shall be subject and subordinate to (a) all present and future mortgages or deeds of trust now or hereafter liens on the respective lands and/or the Building in which the Lessor has a fee estate, and to any and all present and future ground, underlying or overriding leases affecting the aforesaid lands and/or the Building and to all extensions, modifications, consolidations, replacements and renewals thereof, (b) all present and future ground, underlying and overriding leases affecting the aforesaid lands and/or the Building and to all extensions, modifications, replacements and renewals thereof, and ©) all present and future mortgages or deeds of trust now or hereafter affecting any such present and future extensions, modifications, consolidations, replacements and renewals thereof. The Lessee shall at any time, and from time to time, on demand, execute any instruments that may be required by the Lessor for the purpose of more formally subjecting this lease to the lien of any such mortgage or mortgages, deed or deeds of trust, ground, underlying or overriding leases, and the duly elected officers, for the time being, of the Lessor are and each of them is hereby irrevocably appointed the attorney-in-fact and agent of the Lessee to execute the same upon such demand, and the Lessee hereby ratifies any such instrument hereafter executed by virtue of the power of attorney hereby given.

18. All Proprietary Leases of Parking Space heretofore executed are, and all such leases hereafter executed shall be, in the form of this lease, except with respect to the statement as to the number of shares of capital stock owned by the Lessee, until the form is amended for subsequent use and is approved by the lessees owning at least two-thirds in amount of the shares of Lessor's capital stock then issued and outstanding. The Lessor will not make or consent to any change or alteration in the terms or conditions of any Proprietary Lease which shall have been executed by the Lessor unless such change or alteration shall be similarly approved.

19. (a) The failure of the Lessor to insist, in any one or more instances, upon a strict performance of any of the covenants or conditions hereof, or to exercise any right or option herein contained, or to serve any notice, or to institute any action or proceeding, shall not be construed as a waiver of such default or a relinquishment for the future of the right to enforce such covenant or option or right shall continue and remain in full force and effect. The receipt by the Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor of any provision hereof shall be deemed to have been made unless in writing and signed by an officer of the Lessor pursuant to authority contained in a resolution of the Board.

(b) The Lessee hereby expressly waives any and all right of redemption in case the Lessee shall be dispossessed. The words "enter", "re-enter" and "re-entry" as used in this lease are not restricted to their technical legal meaning.

©) To the extent, if any, permitted by law, the respective parties shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this lease, the use or occupancy of the Parking Space, or any claim of damage resulting from any act or omission of the parties in any way connected with this lease or the Parking Space.

20. If the Lessee shall at any time be in default hereunder and the Lessor shall incur any expense (whether paid or not) in performing acts which the Lessee is required to perform, or in instituting any action or proceeding based on such default, the expense thereof to the Lessor, including reasonable attorney's fees and disbursements, shall be paid by the Lessee to the Lessor, on demand, as additional rent.

21. Any notice by the Lessor to the Lessee or by the Lessee to the Lessor shall be deemed to have been duly given, and any demand by the Lessor on the Lessee or by the Lessee of the Lessor shall be deemed to have been duly made, only if in writing and delivered personally or sent by certified or registered mail addressed to the Lessor, or to the Lessee at 3900 Tunlaw Road, NW, Washington, DC, or such other address as may be designated by the Lessor or the Lessee, as the case may be, in the manner herein set forth for the giving of notices.

22. The Lessee, upon paying the rent and performing the covenants and complying with the conditions on the part of the Lessee to be performed and complied with as herein set forth, shall, at all times during the term hereby granted, quietly have, hold and enjoy the Parking Space without any suit, trouble or hindrance from the Lessor.

23. The shares of capital stock of the Lessor held by the Lessee and allocated to the Parking Space have been acquired and are owned subject to the following conditions agreed upon with the Lessor and with each of the other lessees under Proprietary Leases for their mutual benefit.

(a) The shares represented by each certificate are transferrable only as an entirety.

(b) The shares shall not be sold except to the Lessor or to an assignee of this lease after compliance with all of the provisions of Paragraph 6 of this lease relating to assignments.

24. Except as otherwise in this lease provided, the references herein to the Lessor shall be deemed to include its successors and assigns, and the references herein to the Lessee or to a shareholder of the Lessor shall be deemed to include the executors, administrators, legal representatives, legatees, distributees, and subject to the provisions of Paragraph 6 hereof, assigns of the Lessee or of such shareholder; and the covenants herein contained shall apply to, bind and inure to the benefit of the Lessor and its successors and assigns, and the Lessee and the executors, administrators, legal representatives, legatees, distributees, and subject to the provisions of Paragraph 6 hereof, assigns of the Lessee.

25. The provisions of this lease cannot be changed orally.

26. If more than one person is named as Lessee hereunder, the Lessor may require the signatures of all such persons in connection with any notice to be given or action to be taken by the Lessee hereunder, including, without limiting the generality of the foregoing, the surrender or assignment of this lease, or any request for consent to assignment or subletting. Each person named as Lessee shall be fully liable for all of the Lessee's obligations hereunder. Any notice by the Lessor to any person named as Lessee shall be sufficient, and shall have the same force and effect as though given to all persons named as Lessee.

27. If any clause or provision herein contained shall be adjudged invalid, such fact shall not affect the validity of any other clause or provision of this lease, or give rise to any cause of action in favor of either party as against the other.

28. (a) "Lessor's Cash Requirements" whenever used herein shall mean the amount in cash which the Board of Directors of the Lessor shall establish in accordance with By-Law No. 25 of the Lessor's By-Laws.

(b) "Member of the Lessee's Family" whenever used herein, shall mean the Lessee's spouse, parents, parents-in-law, brothers and sisters, children, grandchildren, children-in-law and stepchildren, nieces, nephews, or if the Lessee be more than one person of any of the Lessees.

(c) "Issued and outstanding" wherever used herein as relating to the capital stock of the Lessor shall be deemed to include only the shares of capital stock of the Lessor issued to and outstanding in the names of persons holding Proprietary Leases on Apartments and Parking Spaces, and shall not include any shares authorized but unissued, nor any shares previously issued, but returned to the treasury of Lessor on cancellation of Proprietary Leases.

IN WITNESS WHEREOF, the Lessor has caused its corporate seal to be hereunto affixed and this instrument to be signed by its duly authorized officer, and the Lessee has executed this instrument under seal, the day and year first above written.

ATTEST

3900 TUNLAW COOPERATIVE INC.

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SECRETARY

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PRESIDENT

WITNESS

LESSEE

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[Assignee1]

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[Assignee2]