

	<p align="center"><b>ADVISORY NEIGHBORHOOD COMMISSION 3C</b>  <b>GOVERNMENT OF THE DISTRICT OF COLUMBIA</b>  CATHEDRAL HEIGHTS • CLEVELAND PARK •  MASSACHUSETTS AVE. HEIGHTS  MCLEAN GARDENS • WOODLEY PARK</p>
<p><i>Single Member District Commissioners</i>  01-Lee Brian Reba * 02-Gwendolyn Bole * 03-Jeffrey Kaliel  04-Richard Steacy * 05-Margaret Siegel * 06-Carl Roller  07- Victor Silveira * 08-Catherine May * 09-Nancy MacWood</p>	<p align="right">3601 Connecticut Avenue, NW Suite L-06  Washington, DC 20008  Website <a href="http://www.anc3c.org">http://www.anc3c.org</a>  Email <a href="mailto:all@anc3c.org">all@anc3c.org</a></p>

## ANC 3C Resolution 2013-018

### Regarding the Consideration of Office Sub-lease to Cleveland Park Village

This office-share and sublease agreement (the “Agreement”) is made between the **Advisory Neighborhood Commission 3C** (“ANC3C” or the “Sub-Lessor”) and the **Cleveland Park Village** (“CPV” or the “Sub-Lessee”) (collectively “the Parties”) regarding the use and sharing of office space leased by ANC3C located in Suite #L-06 of the Broadmoor Cooperative Apartments, Inc. (the “Landlord”) at 3601 Connecticut Avenue, NW, Washington in the District of Columbia. Terms of the agreement are:

1. **Master Lease** – The Agreement shall be subordinate to the Master Lease (See Attachment A) entered into in October 2011 between ANC3C and the Landlord, the terms of which are incorporated into the Agreement. CPV affirms and warrants that it has reviewed and shall abide by the applicable terms of the Master Lease.
2. **Rent** – Rent for the office (\$600/month as of April 15, 2013), including all future rent adjustments, shall be split equally between the parties, each paying 50% in a time and manner consistent with the terms of the Master Lease. Should any charges or fees regarding late payment be assessed by the Landlord, they shall be paid entirely by the responsible Party.
3. **Utilities** – ANC3C shall be responsible for 50% of all utilities (other than telephone) and CPV shall be responsible for 50% (flat-rate of \$50/month as of April 15, 2013). Each party shall be responsible for its own telephone service, if any.
4. **Usage of the Office** – Use of the physical office space shall be shared between the Parties. Except as limited by Landlord, each Party shall have unfettered access to the office and neither Party shall deny the other access.
5. **Disposition of Existing Furniture** – In the main office room, ANC3C will remove the existing filing cabinets. ANC3C will consolidate its use of the en suite storage room and remove unused furniture. It is understood and agreed that removal of said furniture must occur before CPV takes occupancy intended to be on or before May 1<sup>st</sup>.
6. **Security Deposit** – The Sub-Lessee shall provide a security deposit of \$300 to ANC3C which may be applied by the Sub-Lessor toward the expense of repairing or replacing any equipment damaged or removed from the Demised Premises by the Sub-Lessee, or its agents, contractors, licensees, invitees or employees, and toward repair of damage (other than normal wear and tear) to the Demised Premises or the Building caused by the Sub-Lessee. or its

agents, contractors, licensees, invitees or employees, or for any other liabilities or indebtedness of Sub-Lessee to the Sub-Lessor or Landlord, including, without limitation, any costs or losses incurred by the Sub-Lessor or Landlord in connection with any Substantial Breach or Monetary or Non-Monetary Default by the Sub-Lessee. The Sub-Lessee agrees it has no interest and no claim to any portion of the security deposit made by the Sub-Lessor to the Landlord pursuant to the Master Lease.

7. **Insurance and Indemnification** – CPV shall procure and provide proof of its own insurance to the extent required by the Master Lease. CPV indemnifies and releases ANC3C from any and all liability incurred as a result of CPV’s operations within and use of the space.
8. **Authorization to Sublet** – The agreement is contingent upon ANC3C obtaining written permission of the Landlord to sublet the space, which ANC3C agrees to make all reasonable efforts to obtain upon the Parties’ execution of the Agreement.
9. **Moving/Occupation Expenses** – ANC3C will be responsible for any and all expenses incurred as a result of removing existing furniture. CPV shall be responsible for any and all expenses incurred as part of its moving into and initial occupation of the office space (e.g., moving services, furniture purchasing and assembly, copying of or procuring additional keys, etc.).
10. **Term of Agreement** – The initial term of the Agreement shall from May 1, 2013 to October 31, 2013, and may be terminated by either party at anytime thereafter with at least thirty (30) days written notice. The Agreement shall also terminate upon termination of the Master Lease by the Landlord or a failure to renew same.
11. **Use of Funds** – CPV warrants that funds used to pay its rent under the Agreement shall be raised from sources other than any grant(s) it has received from ANC3C.
12. **Entire Agreement / Modification of Agreement** – By executing the Agreement, each party warrants and affirms that it is not relying on any promises or representations not contained within the Agreement. Any modification of the Agreement must be made in writing and signed by an authorized agent or representative of each Party.

This Agreement is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2013 by:

On behalf of:

Advisory Neighborhood Commission 3C

Cleveland Park Village

\_\_\_\_\_  
Victor Silveira, Chair ANC3C

\_\_\_\_\_  
Susan Hester, Executive Director

**Attested by**

 Silveira/ANC3C

**Victor Silveira**  
**Chair, on April 15, 2013**

*This resolution was approved by a roll-call vote of 7-0, with two abstentions on April 15, 2013 at a scheduled and noticed public meeting of ANC 3C at which a quorum (a minimum of 5 of 9 commissioners) was present.*

## Attachment A

### LEASE

This lease ("Lease") is made as of this \_\_\_ day of October, 2011, by and between the Broadmoor Cooperative Apartments, Inc. (the "Landlord") and the Advisory Neighborhood Commission 3c (ANC3C) (collectively, "Tenant").

#### 1. DEMISED PREMISES

In consideration of the rents to be paid and the mutual covenants and agreements set forth below, the Landlord hereby leases to Tenant, and Tenant hereby leases from the Landlord, approximately 264 square feet ("Demised Premises") of rentable floor area on the ground floor of the building located at 3601 Connecticut Avenue, NW, Washington, DC (the building and the land upon which it is situated, collectively, the "Building"). The Demised Premises are located at the ground floor level immediately below the tier of apartments known as tier 06.

#### 2. TERM

Subject to the terms and conditions in this Lease and any attachment, the term ("Term") of this Lease shall be for two years and shall commence on **November 1, 2011**, and shall expire at 11:59 p.m. on **October 31, 2013**, unless sooner terminated in accordance with the provisions of this Lease.

#### 3. RENT

**3.1 BASE RENT.** During the Term, Tenant shall pay to the Landlord an annual rent of **\$7,200** ("Rent"), payable in equal monthly installments of **\$600.00** for the first year of the term. Tenant shall also pay to the Landlord an annual Additional Rent of **\$600.00**, payable in equal monthly installments of **\$00.00** to cover the costs of water and sewer service, until such time, if ever, that use of such services by Tenant can be separately determined and billed to Tenant as envisioned in paragraph 7.2.

**3.2 PAYMENT OF RENT.** Tenant shall pay all installments of Rent to the Landlord in advance, on or before the first day of each calendar month during the term. Tenant shall pay Rent in lawful money of the United States, without notice or demand and without deduction, diminution, abatement, counterclaim or setoff of any amount at the Landlord's Notice Address below or at such other address as the Landlord may from time to time designate. If any check is mailed by Tenant, Tenant shall post such check in sufficient time prior to the date when payment is due so that such check will be received by the Landlord on or before the date when payment is due. Tenant shall assume the risk of lateness or failure of delivery of the mails.

**3.3 UNPAID CHECKS.** If, during the term, the Landlord receives two or more checks from Tenant which are returned by Tenant's bank for insufficient funds or are otherwise returned unpaid, Tenant agrees that, for the succeeding two years, all checks thereafter shall be either bank certified or bank cashier's checks and such rule shall again apply if Tenant shall thereafter deliver a check that is returned for insufficient funds or otherwise unpaid. All bank service charges resulting from any bad checks shall be borne by Tenant. Acceptance of a personal check by the Landlord after Tenant is obligated to pay by bank certified or bank cashier's check shall not waive the Landlord's right to require bank certified or bank cashier's checks thereafter.

- 3.4 LATE CHARGE.** If the Landlord does not receive all Rent within fifteen (15) days after such Rent is due, such Rent shall be delinquent, and Tenant shall pay, as Additional Rent, a late fee equal to five percent of the amount of any delinquent payment. Such payment shall not excuse the timely payment of Rent, and acceptance of any such fee shall not be deemed a waiver by the Landlord of any of its rights under this Lease, including without limitation any remedies for non-payment of Rent.
- 3.5 ALL CHARGES AS ADDITIONAL RENT.** As used in this Lease, “Additional Rent” shall be and consist of all sums of money due under this Lease except Rent. If Tenant fails to pay Additional Rent in its entirety within five (5) business days of receipt of an invoice from the Landlord, the Landlord shall have the same rights and remedies under this Lease as in the case of non-payment of Rent, including imposition of the Late Charge as set forth above.
- 3.6 RENT ADJUSTMENT.** At the commencement of the second Lease Term and every Lease Year thereafter during the Lease Term, including any extension, and effective simultaneously with such dates (each an “Adjustment Date”), the Base Rent payable by the Tenant under this Lease shall be increased by the CPI (consumer price index of the DC metropolitan area) over the amount of the Base Rent payable during the previous Lease Year.
- 3.7 ~~WATER COST ADJUSTMENT.~~** ~~Tenant’s Additional Rent for water and sewer services shall increase by the same percentage as any increases in the rate for such services charged to the Landlord by the D.C. Water Authority, and any such increase in Additional Rent shall be effective immediately upon any such increase in rate, without prior notice.~~
- 4. DEPOSIT.**
- 4.1 APPLICATION.** Tenant, concurrently with the execution of this Lease, has deposited with the Landlord a security deposit (“Deposit”) in the amount of **\$600.00** which may be applied by the Landlord toward the expense of repairing or replacing any equipment damaged or removed from the Demised Premises by the Tenant, or its agents, contractors, licensees, invitees or employees, and toward repair of damage (other than normal wear and tear) to the Demised Premises or the Building caused by the Tenant, or its agents, contractors, licensees, invitees or employees, or for any other liabilities or indebtedness of Tenant to the Landlord, including, without limitation, any costs or losses incurred by the Landlord in connection with any Substantial Breach or Monetary or Non-Monetary Default (all terms as defined below in the Section entitled “Default”).
- 4.2 RETURN OF DEPOSIT.** Upon termination of this Lease, any part of the Deposit not applied as described above shall be returned to Tenant without interest.

## 5. TENDER OF POSSESSION

The Landlord agrees to deliver possession of the Demised Premises to Tenant upon the Commencement Date of the Lease. Tenant shall be obligated to pay Rent beginning on the Commencement Date.

## 6. USE OF DEMISED PREMISES

### 6.1 **SPECIFIC USE.** Tenant shall use and occupy the Demised Premises solely for the purpose of operating the administrative functions of Advisory Neighborhood Commission 3C (ANC3C), in accordance with all Requirements, as defined below:

**Requirements:** The term "Requirements" as used in this Lease shall mean all laws, statutes, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments (including but not limited to laws relating to hazardous waste, trash sorting, etc.), and the appropriate agencies, offices, departments, boards and commissions thereof, and the board of fire underwriters and/or the fire insurance rating organization or similar organization performing the same or similar functions, whether now or hereafter in force, applicable to the Building or any part thereof and/or the Demised Premises. The Requirements shall also include all requirements of any present or future mortgagee of the Landlord as to the manner of use, occupancy, maintenance, repair or condition of the Demised Premises and/or the Building, and the requirements of the carriers of all fire and other insurance policies maintained by the Landlord on the Building as well as the Landlord's Rules and Regulations (as defined below).

### 6.2 **USE COVENANTS.** Throughout the Term, Tenant covenants and agrees on behalf of itself and its employees and agents to: (1) keep the Demised Premises in a neat and clean condition; (2) pay before delinquency any and all taxes, assessments and public charges levied, assessed or imposed upon Tenant's business, upon the leasehold estate created by this Lease or upon the Tenant's fixtures, furnishings or equipment in the Demised Premises; (3) not use or permit or suffer the use of any portion of the Demised Premises for any unlawful purpose; (4) not use the plumbing facilities for any purpose other than that for which they were constructed, or dispose of any foreign substances therein; (5) not place a load on any floor exceeding the floor load per square foot which such floor was designed to carry in accordance with the plans and specifications of the Building, nor install, operate or maintain in the Demised Premises any heavy item of equipment except in such manner as to achieve a proper distribution of weight; (6) not strip, overload, damage or deface the Demised Premises, or the hallways, stairways, elevators, parking facilities or other public areas of the Building, or the fixtures in this Lease or used therewith, nor to permit any hole to be made in any of the same; (7) not move any furniture or equipment into or out of the Demised Premises except at such times as may be agreed between the Landlord and Tenant, (8) not install or operate in the Demised Premises any electrical heating or refrigeration equipment, electronic data processing equipment, or other equipment using electric current in excess of 110 volts which will increase the amount of electricity required for use of the Demised Premises as described above, without first obtaining the written consent, which shall not be unreasonably withheld, of the Landlord, who may condition its consent to any such equipment or machinery upon the payment by Tenant of an additional charge to compensate the Landlord for the costs of additional wiring which may be required for the operation of such equipment and/or machinery; (9) not install any other equipment of any kind or nature which will or may necessitate any changes, replacements or additions to, or in the use of, the water system, heating system, plumbing system, air conditioning system or electrical system of the Demised Premises or the Building without

first obtaining the written consent of the Landlord; and (10) comply with the Requirements. Tenant, its agents, employees, subtenants, contractors, licensees, invitees and guests shall not use any portion or all of the Demised Premises or the Building or grounds or other appurtenances thereto for the generation, treatment, storage or disposal of "hazardous substances," "hazardous waste," "hazardous substances," or "oil" (collectively "Materials") as such terms are defined under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. as amended, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq. as amended, and any and all other "environmental statutes" which regulate the use of hazardous and/or dangerous substances, and the regulations promulgated thereunder, and any and all state and local laws, rules and regulations, without the express prior written consent of the Landlord. Notwithstanding the foregoing, however, Tenant may use Materials reasonably and customarily used in the ordinary course of Tenant's business, provided that such use, and the disposal of any such Materials, is in accordance with all applicable statutes, laws, rules and regulations, and any manufacturer instructions, and provided further that Tenant may not discharge any Materials in any public sewer or any drain and/or drainpipe leading or connected thereto. Tenant shall promptly give written notice to the Landlord of any communication received by Tenant from any governmental authority or other person or entity concerning any complaint, investigation, or inquiry regarding any use or discharge (or alleged use or discharge) by Tenant of any Materials. The Landlord shall have the right, but not the obligation, to conduct such investigations and tests as it deems advisable in or about the Demised Premises. Tenant shall indemnify, defend (with counsel selected by the Landlord) and hold the Landlord harmless from and against any suits, actions, proceedings, damages, costs and expenses (including but not limited to costs and attorneys' fees) in any way arising out of or related to any actual or alleged improper use, disposal or discharge by Tenant, including but not limited to Tenant's paying any costs of all necessary clean-up activities occasioned by Tenant's actions, whether during the Term or after termination of this Lease.

**6.3 WRONGFUL USE.** Tenant will not use or occupy the Demised Premises in violation of any Requirement and, at its sole expense, shall comply with such Requirements. If any governmental authority, quasi-governmental authority, mortgagee or insurance company shall contend or declare that the Demised Premises are being used for a purpose which is in violation of any Requirement, then Tenant shall, upon 15 days' notice from the Landlord, immediately discontinue such use of the Demised Premises. If thereafter the party asserting such violation threatens, commences or continues criminal or civil proceedings against the Landlord for Tenant's failure to discontinue such use, in addition to any and all rights, privileges and remedies given to the Landlord under this Lease for default herein, the Landlord shall have the right to terminate this Lease forthwith. Tenant shall indemnify and hold the Landlord harmless from and against any and all liability, costs and attorney's fees arising in connection with any such actual or alleged violation or violations.

**6.4 COMMON AREA USE.** Throughout the Term, Tenant and its agents, employees, licensees and invitees shall have the non-exclusive right, in common with others, to use the public lobbies, corridors, stairways, and restrooms in the Building. Provided it does not materially adversely affect Tenant's ability to conduct its business, the Landlord shall have the right at any time, without the Tenant's consent, to change the arrangement or location of entrances, passageways, doors, doorways, corridors, stairs, restrooms or other public portions of the Building, or to change the name, number or designation by which the Building is known.

## **7. UTILITIES AND SERVICES**

**7.1 UTILITIES AND SERVICES.** The Landlord shall furnish Tenant with the following utilities and services: reasonably adequate electricity for the purposes described above; water; electrical lighting service for all public areas and special service areas of the Building; and heat in season. The Landlord reserves the right to erect, use, connect to, maintain and repair pipes and other conduits in the Demised Premises, including but not limited to ducts, cables, plumbing, vents and wires in, to and through the Demised Premises, as and to the extent that the Landlord may now or hereafter deem to be reasonably necessary or appropriate for the proper operation and maintenance of the Building (including the servicing of other tenants and residents in the Building). The Landlord reserves the right at all times to transmit water, heat, conditioned air and electric current through such pipes, conduits, cables, plumbing, vents and wires. Tenant shall, however, be responsible for (a) maintaining, repairing and replacing any special air-conditioning equipment and any other special or above Building Standard equipment or machinery located in the Demised Premises, and (b) reimbursing the Landlord, as Additional Rent, for the full cost of any repairs to the Demised Premises or utility costs for which Tenant is responsible pursuant to this Lease, if such costs are not paid directly by Tenant.

**7.2 TENANT RESPONSIBILITY FOR CHARGES.** Tenant agrees to pay when due all utility charges incurred by it in connection with its use and occupancy of the Demised Premises, including, but not limited to, electricity and telephone services (including equipment and installation charges), and to immediately transfer all utility accounts for the Demised Premises into its own name at the commencement of the term of this Lease (or whenever Tenant occupies the premises, if such occupancy is prior to the commencement of this Lease). Tenant shall also be responsible for paying directly, or reimbursing the Landlord, as Additional Rent, for water and sewer service for the Demised Premises.

## **8. MAINTENANCE AND REPAIRS**

### **8.1 LANDLORD'S RESPONSIBILITY FOR STRUCTURAL MAINTENANCE.**

Landlord shall be solely responsible for and shall maintain in good condition and repair the paving, roof, foundation, exterior walls, and the pipes and conduits located beyond the boundaries of the Demised Premises. Landlord shall not be required to make any repairs necessitated by reason of any act or omission by Tenant, its employees, agents, licensees or invitees. However, if Landlord does make any such repairs, Tenant agrees to promptly, upon demand, reimburse Landlord for the full costs thereof, as Additional Rent.

**8.2 LIMITATIONS OF LIABILITY.** No liability shall be imposed on the Landlord because of any injury or damage to personal property, or because of any interference with the services and facilities listed above, caused by accidents or repairs, riots, strikes, or any other reason beyond the control of the Landlord, and that the Landlord shall be under no duty to restore any of such services and facilities or to make any of the repairs for which the Landlord is obligated, except after receipt of a written notice from the Tenant of a need therefor; and there shall be a reasonable period of time within which the Landlord may make such repairs. During any period when the Demised Premises are not usable for Tenant's business for more than thirty (30) business days due to the need for repairs which the Landlord is obligated to make, rent shall be abated.

**8.3 TENANT'S OBLIGATIONS.** Tenant shall, at its own expense, during the full term of this Lease, keep the Demised Premises in good order and condition, and make all repairs and do all acts of maintenance becoming necessary in or upon the Demised Premises, and shall maintain maintain repair and/or replace all fixtures systems and equipment serving the

Demised Premises. If the Landlord undertakes to perform any repairs or other maintenance or services in the Demised Premises, it shall first make reasonable efforts to notify Tenant; and such repair, maintenance or service shall be performed at the expense of Tenant, as Additional Rent. This provision shall be construed as an additional remedy granted to the Landlord and not in limitation of any other rights and remedies which the Landlord has or may have.

## **9. TENANT'S ALTERATIONS AND IMPROVEMENTS**

**9.1 CONSENT.** Tenant will not make or permit anyone to make any alterations, decorations, changes, replacements, installations, additions or improvements (collectively, "Alterations and Improvements"), structural or otherwise, in or to the Demised Premises or the Building, without first obtaining the written consent of the Landlord. Further, Tenant will not make any Alterations which would materially affect Tenant's use of Building utilities or affect the Landlord's overall management of the Building without the Landlord's consent, which may be withheld in its sole discretion.

**9.2 CONDITIONS FOR ALTERATIONS AND IMPROVEMENTS.** In addition to requirements under the Rules in Exhibit A, the following conditions shall be deemed reasonable and shall be met by Tenant each time that the Landlord's consent is required prior to commencing any work in the Demised Premises: (a) Tenant shall first submit sufficiently detailed working drawings (including revisions to this Lease) for all such work, prepared and certified by architects, structural engineers, mechanical engineers and/or electrical engineers as may be reasonably required by the Landlord; (b) the Landlord shall have the right to review all such working drawings and, within a reasonable period of time, to notify the Tenant of any corrections or revisions which the Landlord desires to make in said working drawings, and Tenant agrees to comply with all such corrections or revisions which the Landlord may reasonably require; (c) Alterations and Improvements shall not be visible from the exterior of the Demised Premises and shall not affect structural or mechanical components of the Building; (d) Tenant shall advise the Landlord of the identity of each contractor hired to do any such work in the Demised Premises, all of such contractors to be properly licensed, bonded and reasonably acceptable to the Landlord; and (e) each such contractor must maintain those types and amounts of insurance prescribed by the Landlord, each of such insurance policies shall name the Landlord as an additional insured party. Tenant shall provide the Landlord certificates of such insurance, in a form acceptable to the Landlord, prior to commencing work. Such insurance policies shall also satisfy all requirements set forth below. Tenant shall promptly reimburse the Landlord for all reasonable expenses, if any, incurred by the Landlord pursuant to this Section (including, but not limited to, expenses incurred by the Landlord in reviewing all drawings and plans pursuant to Subsections (a) and (b)). If the Landlord consents to any Alterations and Improvements, such Alterations and Improvements shall be performed in a good and workmanlike manner in accordance with all applicable Requirements, and Tenant shall indemnify and hold harmless the Landlord from and against any and all costs, expenses, claims, liens and damages to person or property resulting from the making of any such Alterations and Improvements in or to the Demised Premises or the Building.

**9.3 LIENS NOT PERMITTED.** Tenant shall not permit a mechanic's lien or liens to be placed upon the Demised Premises or the Building as a result of any Alterations and Improvements made by it and agrees, if any such lien be filed on account of the acts of Tenant, its employees, agents or contractors, promptly to pay and discharge the same. If Tenant fails to pay any such lien, it may be paid by the Landlord and the cost charged to Tenant as Additional Rent under this Lease. If any such Alterations and Improvements are made without

the prior written consent of the Landlord, the Landlord may correct or remove the same and Tenant shall be liable for any and all costs and expenses incurred by the Landlord in such removal, as Additional Rent.

## **10. SURRENDER OF PREMISES**

Tenant agrees that it will keep the Demised Premises and the furniture, fixtures and equipment in this Lease in a clean, safe and sanitary condition, will take good care thereof, and will, at the expiration or other termination of this Lease, surrender and deliver the same in like good order and condition as at the commencement of the Term, ordinary wear and tear, damage by the elements and fire and casualty excepted. However, if Tenant is not in default in the performance of any of its obligations under this Lease, Tenant, at Tenant's expense, shall have the right to remove prior to the expiration of this Lease, all movable furniture and movable equipment within the Demised Premises. However, it is distinctly understood that all improvements existing upon the Demised Premises when the Landlord tenders possession to Tenant and any and all Alterations and Improvements upon the Demised Premises made thereafter shall remain upon the Demised Premises and be surrendered with the Demised Premises at the expiration or other termination of this Lease without disturbance, molestation or injury. Should the Landlord elect that certain Alterations and Improvements, furniture or equipment existing upon the Demised Premises at the expiration or other termination of this Lease which were not upon the Demised Premises when the Landlord tendered initial possession of the Demised Premises or at the beginning of any renewal period hereof be removed, Tenant shall cause the same to be removed immediately at Tenant's sole cost and expense, and to repair any damage to the Demised Premises and the Building arising from the installation or the removal of same. Should Tenant fail to remove the same, the Landlord shall cause the same to be removed at Tenant's sole risk and expense, and Tenant hereby agrees to reimburse the Landlord for the expense of such removal, together with any and all damages which the Landlord may suffer and sustain by reason of the failure of Tenant to remove the same, all as Additional Rent.

## **11. SIGNS AND ADVERTISING**

No sign, advertisement, window display or notice shall be inscribed, printed, affixed or displayed on any part of the outside or the inside of the Building or the Demised Premises except as approved in writing in advance by the Landlord, and then only in such place, number, size, color and style as approved by the Landlord, and/or as specified in the Rules and Regulations, and any amendments to this Lease. If any such signs, displays, advertisements or notices are improperly exhibited, the Landlord shall have the right to remove the same, and Tenant shall be liable for any and all expenses incurred by the Landlord relative to said removal, as Additional Rent. Any permitted or required use of any sign, advertisement, window display or notice, including directories and name plates, shall be at the sole expense and cost of Tenant and installed by the Landlord, except as otherwise provided. The Landlord shall have the right to prohibit any advertisement of Tenant which in the Landlord's reasonable opinion tends to impair the reputation of the Building or its desirability as a high-quality cooperative apartment building and, upon written notice from the Landlord, Tenant shall immediately refrain from and discontinue any such advertisement.

## **12. INSURANCE**

- 12.1** Tenant will not conduct or permit to be conducted any activity or place any equipment in or about the Demised Premises which will in any way increase the rate of insurance premiums

on the Building; and if any increase in the rate of insurance is stated by any insurance company or by the applicable Insurance Rating Bureau to be due to any activity or equipment in or about the Demised Premises, such statement shall be conclusive evidence that the increase in such rate is due to such activity or equipment, and Tenant shall be liable for such increase and shall reimburse the Landlord therefor, as Additional Rent.

- ~~12.2 Tenant covenants and agrees that from and after the earlier of: (a) the date of tender of delivery of the Demised Premises from the Landlord to Tenant or (b) the date Tenant enters the Demised Premises, Tenant will carry and maintain, at its sole cost and expense and in the amounts specified and in the form hereinafter provided, the following types of insurance through the expiration of the Term: (1) a Commercial General Liability Insurance policy or policies covering the Demised Premises and Tenant's use thereof against claims for bodily injury, including death, and property damage occurring upon, in, or about the Demised Premises, written in the amount of at least \$1,000,000 Combined Single Limit in respect of bodily injury, including death, and property damage; and the foregoing amount may be increased by the Landlord in its discretion as is customary within the industry for similar property or uses in Washington, DC. Such insurance shall include the Landlord and any mortgagee of the Building as additional insureds; (2) a Property Insurance policy or policies covering all of the items included in Tenant's leasehold improvements, trade fixtures and personal property from time to time in, on, or upon the Demised Premises and any Alterations and Improvements made by Tenant to this Demised Premises in an amount equal to their full replacement cost at the time of any loss. Such insurance shall name the Landlord and any mortgagee of the Building as additional insureds and loss payees. The insurance described in clause (2) above shall be written on an all risk basis and any policy proceeds from such insurance shall be used by Tenant only for the repair, reconstruction, restoration, or replacement of the property damaged or destroyed. Tenant hereby agrees to obtain from its insurer a waiver of any right of subrogation against the Landlord on account of any loss or damage to Tenant's property in or upon the Demised Premises.~~
- ~~12.3 All insurance policies required of Tenant under this Lease shall be issued by an insurance company licensed to do business in the District of Columbia and acceptable to the Landlord. Certificates evidencing such insurance (including the requirements set forth herein) shall be delivered to the Landlord by Tenant within 30 days after the execution of this Lease and thereafter, prior to the scheduled expiration of any policy (but in no event less than once per year). All insurance policies shall be written as primary policy coverage and not contributing with or in excess of any coverage carried by the Landlord, and such policies shall have such form and content as is customary within the industry for similar property and uses in Washington, DC. Each and every insurance policy required to be carried under this Lease by Tenant shall provide that such insurance policy shall not be canceled without obtaining the Landlord's prior written consent which may be withheld in the Landlord's sole discretion. If Tenant fails to provide such insurance, or fails to pay the premiums therefor when due, the Landlord shall have the right (but not the obligation) to cause such insurance to be issued and to pay the premiums therefor, or any premiums in default, and to collect same as Additional Rent under this Lease.~~
- 12.4 Neither the issuance of any insurance policy required under this Lease nor the minimum limits specified in this Lease shall be deemed to limit or restrict Tenant's liability under this Lease.
- 12.5 Tenant shall comply with all requirements of the Landlord's and Tenant's insurance carriers and shall not do or permit to be done any act or thing upon the Demised Premises that will invalidate or be in conflict with fire insurance policies covering the Building or any part

thereof fixtures and property in the Building or the Demised Premises or any insurance coverage referred to in this Section. Further, Tenant shall comply with all rules, orders, regulations or requirements of any existing Board of Fire Underwriters having jurisdiction, or any other similar body in the case of such fire insurance policies, and the applicable insurance rating bureau or similar body in the case of all other such insurance policies.

- 12.6** The Landlord shall maintain all risk insurance on the Building with policies covering 100% of the full replacement cost of the Building with standard deductibles.

### **13. DEFAULT**

- 13.1 EVENTS OF DEFAULT.** Both parties agree that if (1) Tenant fails to pay the Rent and/or any Additional Rent within ten (10) days after notice from the Landlord; or (2) Tenant shall have been validly charged a late fee by the Landlord pursuant to the terms of this Lease, two or more times during any twelve month period during the Term; or (3) Tenant fails or neglects to keep and perform any other covenants, conditions or agreements of this Lease or any addenda or attachments to this Lease (and such failure remains uncured for 15 business days or any lesser period of time specified by the Landlord if such lesser period of time is reasonable for cure after the Landlord's notice of such failure); then any of the above-mentioned events shall be deemed a substantial and material breach ("Substantial Breach") of this Lease. With regard to a default described in clause (1) above, if Tenant shall have committed such default two times in any 12 month period, then no notice by the Landlord shall be required and the cure period set forth above in clause (1) shall not apply and a Substantial Breach shall be deemed to have occurred upon the occurrence of the third default described in clause (1) above. Notwithstanding anything to the contrary contained in clause (3) of the immediately preceding sentence, Tenant shall not be in default under such clause if the default thereunder is of such a nature that it cannot be cured within the fifteen (15) or fewer business day period provided for therein so long as Tenant shall commence to cure such default within such fifteen (15) day period and shall thereafter diligently and continuously prosecute the curing of such default. With regard to a default described in clause (3) above, if Tenant shall have committed such a default more than once, then no notice by the Landlord shall be required and the cure period set forth above shall not apply and a Substantial Breach shall be deemed to have occurred upon the occurrence of the second default described in clause (3) above.

- 13.2 RIGHTS UPON DEFAULT.** In each and every event of Substantial Breach of this Lease, the Landlord, at its option, may take all action necessary to collect such Rent or cure such Substantial Breach and/or Tenant's right of possession shall cease and terminate, and the Landlord shall be entitled to possession of the Demised Premises, and the Landlord may proceed to recover possession in accordance with the laws of the District of Columbia. In the event of the Landlord's re-entry to the Demised Premises by process of law or otherwise, Tenant shall remain liable for any and all of the Landlord's costs and damages, including but not limited to reasonable attorneys' fees, brokerage fees, expenses of placing the Demised Premises in first-class rentable condition, and any deficiency, loss of Rent, or other cost or expense which the Landlord may sustain or incur by reason of Tenant's default or the Landlord's re-entry, whether or not the Landlord re-lets the Demised Premises. The Landlord shall have full power, which is hereby acceded to by Tenant, to re-let the Demised Premises for and on behalf of Tenant, and upon such re-letting, the Landlord shall have the right to sue for and recover any loss of rents or monthly deficits, with the right reserved to the Landlord to bring any action(s) or proceeding(s) for the recovery of any deficits remaining unpaid without

being obligated to await the end of the term of this Lease for a final determination of Tenant's account.

- 13.3 RE-LET.** If the Landlord re-rents the Demised Premises after Tenant defaults, Tenant shall have no claim or right of set-off for and shall not benefit in any manner should the Landlord obtain rent from the replacement tenant in excess of the defaulting Tenant's rent. Tenant shall further be liable for and the Landlord shall be entitled to prove and collect the unamortized costs of Tenant improvements paid for by the Landlord. The commencement or maintenance of any one or more actions shall not bar the Landlord from bringing other or subsequent actions for further accruals pursuant to the provisions of this Lease. Anything to the contrary in this Lease notwithstanding, the Landlord may, at its option, await the expiration of the Term before seeking to recover any such deficit, in which event the cause of action shall not be deemed to have accrued until the date of expiration of the Term.
- 13.4 INJUNCTION.** In the event of a Substantial Breach or a threatened Substantial Breach by Tenant of any of the agreements, conditions, covenants or terms hereof, the Landlord shall have the right of injunction to restrain the same and the right to invoke any remedy allowed by law or in equity, whether or not other remedies, indemnities or reimbursements are in this Lease provided. The rights and remedies given to the Landlord in this Lease are distinct, separate and cumulative remedies, and no one of them, whether or not exercised by the Landlord, shall be deemed to be in exclusion of any of the others.
- 13.5 EXPENSES INCURRED.** If Tenant defaults in the making of any payment of Rent or in the doing of any act in this Lease required to be done by Tenant, then the Landlord may, but shall not be required to, make such payment or do such act on behalf of Tenant. If the Landlord shall incur any charge or expense on behalf of Tenant pursuant to the foregoing, the amount thereof shall be paid by Tenant to the Landlord, and shall be Additional Rent under this Lease, provided, however, that the making of such payment or the doing of such act by the Landlord shall not operate to cure such default by Tenant, and shall not constitute a waiver by the Landlord of any other remedy to which the Landlord may otherwise be entitled under this Lease, or at law or in equity.
- 13.6 ATTORNEY FEES.** In the event of the employment of an attorney or attorneys by the Landlord, whether because of the violation by Tenant of any term or provision of this Lease, including non-payment of Rent when due, or to enforce the covenants, provisions or agreements in this Lease, or for any other reasons attributable to the negligence, fault or willful misconduct of Tenant, Tenant shall pay the Landlord's reasonable attorney's fees and all other costs incurred.

#### **14. LANDLORD MAY PERFORM TENANT'S OBLIGATIONS**

If Tenant fails to keep or perform any of its obligations as provided in this Lease, then the Landlord may (but shall not be obligated to), without waiving or releasing Tenant from any obligation, and as an additional but not exclusive remedy, make any such payment or perform any such obligation, and all sums so paid by the Landlord and all necessary incidental costs and expenses, including reasonable attorneys' fees, incurred by the Landlord in making such payment or performing such obligation, shall be Additional Rent and shall be paid to the Landlord on demand, and if not so paid by Tenant, the Landlord shall have the same rights and remedies as in the case of a default by Tenant in the payment of Rent.

## **15. BANKRUPTCY**

If Tenant shall do or suffer or allow to be done any of the following, it shall be deemed a Substantial Breach for all purposes of this Lease:

- (a) make an assignment for the benefit of creditors;
- (b) file or acquiesce in a petition in any court (whether or not pursuant to any statute of the United States or of any state) in bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings, or make an application in any such proceedings for, or acquiesce in, the appointment of a trustee or receiver for it or over all or any portion of its property; or
- (c) be subject to any petition filed against Tenant in any court (whether or not pursuant to any statute of the United States or of any state) in any bankruptcy, reorganization, composition, extension, arrangement or insolvency proceedings, and in the case of any event described in clause (c): (1) Tenant shall thereafter be adjudicated a bankrupt or insolvent, or (2) such petition shall be approved by any such court, or (3) such proceedings shall not be dismissed, discontinued or vacated within 30 days after such petition is filed, any of said events shall be deemed a Substantial Breach for all purposes of this Lease.

## **16. NO WAIVER**

**16.1** If under the provisions of this Lease a compromise or settlement shall be made, it shall not be considered a waiver of any breach of any covenant, condition or agreement in this Lease contained, and no waiver of any breach of any covenant, condition or agreement shall be considered a waiver of the underlying covenant, condition or agreement, or of a subsequent breach thereof. No payment by Tenant or receipt by the Landlord of an amount less than the monthly installments of Rent stipulated in this Lease shall be deemed to be other than on account of the earliest stipulated Rent or Additional Rent, nor shall any endorsement or statement on any check, or any letter accompanying any check or payment, be deemed an accord and satisfaction, and the Landlord may accept any such check or payment without prejudice to the Landlord's right to recover the balance due or to pursue any other remedy in this Lease. No re-entry by the Landlord, and no acceptance by the Landlord of keys from Tenant, shall be considered a termination or an implied acceptance of a surrender of this Lease.

**16.2** No failure by the Landlord or the Tenant to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this Lease or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or of any such term, covenant, agreement, provision, condition or limitation. No term, covenant, agreement, provision, condition or limitation of this Lease to be kept, observed or performed by the Landlord or by Tenant, and no breach thereof, shall be waived, altered or modified except by a written instrument executed by the Landlord and by Tenant. No waiver of any breach shall affect or alter this Lease, but each and every term, covenant, agreement, provision, condition and limitation of this Lease shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

## **17. LIENS**

Tenant hereby pledges and assigns to the Landlord all of the furniture, fixtures and other property of Tenant (other than books, records, computer software and any intangible property) which are or may be put on the Demised Premises as security for the Rent to be paid. This lien shall be subordinate to any purchase money liens incurred by Tenant in connection with the

purchase of any furniture items. The lien hereby created may be enforced by distress, foreclosure or otherwise, at the election of the Landlord.

## **18. INSPECTION OF PREMISES**

The Landlord may, during any reasonable time or times, before and after the Commencement Date, enter upon the Demised Premises, any portion thereof and any appurtenance to this Lease (with agents, employees, contractors and materials, if required) for the purpose of: (a) inspecting the same; (b) making such repairs, replacements or alterations which it may be required to perform under the provisions of this Lease or which it may deem desirable for the Demised Premises or the Building; and (c) within the six (6) months preceding the end of the lease Term, showing the Demised Premises to prospective lessees. The Landlord agrees to give notice prior to any such entry except that the Landlord may enter without notice in the case of an emergency. In making such an entry, the Landlord agrees to use reasonable efforts to avoid interfering with the regular and usual conduct of Tenant's business.

## **19. LIABILITY**

- 19.1** Landlord shall not be liable to Tenant, its employees, agents, business invitees, licensees, customers, guests, or trespassers for any damage or loss to the property of Tenant (or any interruption to the business of Tenant) or others located on the Demised Premises or for any accident or injury to persons in the Demised Premises or the Building resulting from: the necessity of repairing any portion of the Building; the use or operation (by Tenant or any other person or persons) of any elevators, or heating, cooling, electrical or plumbing equipment or apparatus; the termination of this Lease by reason of the destruction of the Building or the Demised Premises; any fire, robbery, theft and/or any other casualty; any leaking in any part or portion of the Demised Premises or the Building; any water, wind, rain or snow that may leak into, or flow from, any part of the Demised Premises or the Building; any acts or omissions of any occupant of any space adjacent to or adjoining all or any part of the Demised Premises; any water, gas, steam, fire, explosion, electricity or falling plaster; the bursting, stoppage or leakage of any pipes, sewer pipes, drains, conduits, ducts, appliances or plumbing works; the functioning or malfunctioning of any fire sprinkler system; the functioning or malfunctioning of any security system installed in the Building or any part thereof; or any other cause whatsoever.
- 19.2** The Landlord shall not be required to perform any of its obligations under any provision of this Lease, nor be liable for loss or damage for failure to do so, nor shall Tenant be released from any of its obligations under this Lease because of the Landlord's failure to perform, where such failure arises from or through acts of God, strikes, lockouts, labor difficulties, explosions, sabotage, accidents, riots, civil commotions, acts of war, terrorism, results of any warfare or warlike conditions in this or any foreign country, fire and casualty, or other causes beyond the control of the Landlord. If the Landlord is so delayed or prevented from performing any of its obligations during the Term, the period of such delay or such prevention shall be deemed added to the time in this Lease provided for the performance of any such obligation.

## **20. INDEMNITY**

If the Landlord is made a party to any claim or litigation commenced by, because of, or against Tenant, or any matter arising out of or relating to Tenant's business use of and/or other operations in the Demised Premises whether directly or indirectly Tenant shall indemnify

and hold the Landlord harmless, and shall pay all costs, expenses and attorneys' fees incurred or paid by the Landlord in connection with such claim or litigation, together with any damages, award, verdict or judgment that may be assessed against the Landlord therein; provided, however, that this indemnity shall not apply to claims or litigation arising out of the willful act or negligence of the Landlord.

## **21. DESTRUCTION**

- 21.1** In the case of damage by fire or other casualty to the Demised Premises or any part thereof, the Landlord shall have 180 days within which to repair and restore the same, except that if the fire or other casualty shall damage the entire Demised Premises or a Substantial Portion (defined below) of the Demised Premises, the Landlord may elect not to repair and restore the Demised Premises, in which event the Landlord shall notify Tenant of the election within 60 days after the date of the casualty. In no event shall the Landlord be obligated to incur costs to repair or restore the Demised Premises in excess of the insurance proceeds, if any, actually received by the Landlord. Should the Landlord elect to repair and restore the damaged portion of the Demised Premises, then during the period that Tenant is deprived of the use of the damaged portion of the Demised Premises, Tenant shall be required to pay Rent on a pro rata basis covering only that part of the Demised Premises that it is able to occupy. If during the Term the entire Demised Premises, or any part thereof, shall be so damaged by fire or other casualty as to be untenable, then unless said damage is repaired within 180 days thereafter as in this Lease specified, either party to this Lease, upon written notice to the other party given within 30 days following the expiration of said 180 day period after said fire or other casualty, may terminate this Lease, in which case the basic monthly Rent and Additional Rent shall be apportioned and paid to the date of said fire or other casualty. The period of 180 days referred to above shall be extended by any additional period that the Landlord may be delayed in substantially completing such repair or restoration by causes such as strikes, unavailability of materials or any other cause which is beyond the control of the Landlord.
- 21.2** In case the Building is so severely damaged by fire or other casualty (although the Demised Premises may not be affected) that the Landlord shall decide within a reasonable time not to rebuild or reconstruct the Building, then this Lease and the tenancy under this Lease shall terminate on the date specified by the Landlord in a notice which shall be given no later than 60 days after the casualty. No compensation or claim for diminution of Rent will be allowed or paid by the Landlord by reason of inconvenience, annoyance or injury to Tenant's business, arising from the necessity of repairing the Demised Premises or any portion of the Building of which they are a part, however the necessity may occur, as determined in the sole discretion of the Landlord. For purposes of this Section and the Section hereof entitled "Condemnation," a "Substantial Portion" shall mean 25% or more of the Demised Premises.

## **22. CONDEMNATION**

If less than a Substantial Portion of the Demised Premises shall be taken or condemned or sold for public or quasi-public use or purpose by or to any competent authority, provided Tenant's ability to conduct its business is not materially adversely affected, then this Lease shall not terminate except as to the part taken and shall terminate as to the part taken effective, with Rent reduced on a pro rata basis, as of the date when title vests in any such authority. Tenant agrees that if the Demised Premises, or a Substantial Portion thereof, shall be taken or condemned or sold for public, or quasi-public use or purpose by or to any competent authority, then this Lease shall fully terminate as of the date when title vests in such authority. Tenant shall have no claim against the Landlord and shall not have any claim or right to any

portion of the amount that may be awarded as damages or paid as a result of any such condemnation; and all rights of Tenant to damages therefor, if any, are hereby assigned by Tenant to the Landlord; provided, that Tenant shall be entitled to pursue an award for damages against the governmental entity on account of Tenant's tangible personal property (not including Tenant improvements or fixtures). Upon such condemnation or taking, the Term shall cease and terminate as to the entire Demised Premises or the applicable portion thereof from the date when title vests in such governmental authority, and Tenant shall have no claim against the Landlord for the value of any unexpired Term, leasehold improvements or goodwill. In the event of a taking of any portion of the Building not including the Demised Premises for any cause or reason mentioned herein, this Lease shall remain in full force and effect without any abatement or reduction in the Rent, provided that, if such taking materially affects the Landlord's ability to operate the Building and Tenant's ability to conduct its business, the Landlord shall have the option to terminate this Lease by notifying Tenant of such termination no later than 60 days after the date when title vests in such governmental authority.

### **23. ASSIGNMENT AND SUBLETTING**

Tenant shall not sublet the Demised Premises or any part thereof without the prior written consent of the Landlord. Tenant shall not transfer possession or occupancy of the Demised Premises or any part thereof, to any person, partnership, firm or corporation, or transfer or assign, pledge or mortgage this Lease, without the prior written consent of the Landlord. If the Landlord consents to any sublet, transfer, pledge, mortgage or assignment, Tenant shall remain fully liable for all sums due and as they become due under this Lease and for all terms in this Lease. Consent to one assignment, transfer, pledge, mortgage or sublease to any person, partnership, firm or corporation shall not be deemed to be a consent to any subsequent assignment, transfer, pledge, mortgage or subletting without the Landlord's written consent. Any assignment, sublet, transfer, pledge or mortgage made without the Landlord's consent shall be void and shall constitute a Substantial Breach of this Lease. If Tenant defaults under this Lease, Tenant hereby assigns to the Landlord the Rent due from any subtenant of Tenant and hereby authorizes each such subtenant to pay said Rent directly to the Landlord.

### **24. HOLDING OVER**

**24.1** If Tenant shall not immediately surrender the Demised Premises on the date of expiration of the Term, Tenant shall, by virtue of the provisions hereof, become a Tenant by sufferance at a monthly rent equal to one hundred fifty per cent (150%) of the Rent in effect during the last month of the Term, with said monthly tenancy commencing the first day after the expiration of the Term, subject to all of the conditions and covenants of this Lease. Tenant shall give to the Landlord at least 30 days' written notice of any intention to quit the Demised Premises, and Tenant shall be entitled to 30 days' written notice to quit the Demised Premises, except in the event of nonpayment of Rent, the breach of any other covenant by Tenant or as otherwise provided in the next paragraph, in any of which events Tenant shall not be entitled to any notice to quit, the usual 30 days' notice to quit being hereby expressly waived.

**24.2** Notwithstanding the foregoing provisions of this Section, if Tenant shall hold over after the expiration of the Term hereby created, and if the Landlord shall desire to regain possession of the Demised Premises promptly at the expiration of the Term, then, at any time prior to the Landlord's acceptance of any month's rent from Tenant as a monthly Tenant under this Lease, the Landlord, at its option, may, without prior notice, forthwith re-enter and take possession of the Demised Premises in accordance with the laws of the District of Columbia

## **25. SUBORDINATION**

This Lease and Tenant's interest in this Lease shall be subject and subordinate to the lien of any mortgage now or hereafter placed upon the Building, and to all renewals, modifications, replacements, consolidations and extensions thereof. Tenant agrees that within ten (10) days after written request therefor from the Landlord, it will, from time to time, execute and deliver any instrument or other document required by any such mortgagee to subordinate this Lease and its interest in the Demised Premises to the lien of any such mortgage.

## **26. ATTORNMENT**

In the event of (a) a transfer of the Landlord's interest in the Demised Premises or the Building, (b) the purchase of the Building or the Landlord's interest in this Lease at a foreclosure sale or by deed in lieu of foreclosure under any mortgage or pursuant to a power of sale contained in any mortgage, then in any of such events Tenant shall attorn to and recognize the transferee or purchaser of the Landlord's interest, as the Landlord under this Lease for the balance then remaining of the Term, and thereafter this Lease shall continue as a direct lease between such person, as "the Landlord" and Tenant, as "Tenant," and such lessor, transferee or purchaser shall not be liable for any act or omission of the Landlord prior to such lease termination or prior to such person's succession to title, nor be subject to any offset, defense or counterclaim accruing prior to such lease termination or prior to such person's succession to title, nor be bound by any payment of Rent or Additional Rent prior to such lease termination or prior to such person's succession to title for more than one month in advance. Tenant agrees that, within five days after written request therefor from the Landlord, it will, from time to time, execute and deliver any instrument or other document required by any mortgagee, transferee, purchaser or other interested person to confirm such attornment and/or such obligation to attorn. Tenant hereby irrevocably constitutes and appoints the Landlord as Tenant's attorney-in-fact to execute, acknowledge and deliver any and all such instruments for and on behalf of Tenant.

## **27. ESTOPPEL CERTIFICATES**

Tenant shall, without charge therefor, at any time and from time to time, within ten calendar days after request therefor by the Landlord, execute, acknowledge and deliver to the Landlord a written estoppel certificate certifying to the Landlord, any mortgagee, assignee of a mortgagee, or any purchaser of the Building, or any other person designated by the Landlord, as of the date of such estoppel certificate, (a) that Tenant is in possession of the Demised Premises; (b) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease is in full force and effect as modified and setting forth such modifications); (c) whether there are then existing any set-offs or defenses against the enforcement of any right or remedy of Lessor, or any duty or obligation of Tenant under this Lease (and, if so, specifying the same in detail); (d) the dates through which Rent and Additional Rent have been paid; (e) that Tenant has no knowledge of any then uncured defaults on the part of the Landlord under this Lease (or if Tenant has knowledge of any such uncured defaults, specifying the same in detail); (f) that Tenant has no knowledge of any event having occurred that authorizes the termination of this Lease by Tenant (or if Tenant has such knowledge, specifying the same in detail); and (g) the amount of any Deposit held by the Landlord. If Tenant shall fail to so execute and deliver such written estoppel certificate, then the Landlord shall thereafter have the right, at its sole option, to cancel and terminate this

Lease by giving Tenant written notice of such termination, and the Landlord shall thereupon be relieved from any and all further liability or obligation under this Lease.

## **28. NO PARTNERSHIP**

Nothing contained in this Lease shall be deemed or construed to create a partnership or joint venture between the Landlord and Tenant, or create any other relationship between the parties to this Lease other than that of the Landlord and Tenant.

## **29. NO REPRESENTATIONS**

Neither the Landlord nor any agent or employee of the Landlord has made any representation or promise with respect to the Demised Premises or the Building except as in this Lease expressly set forth, and no rights, privileges, easements or licenses are granted to or acquired by Tenant except as in this Lease expressly set forth. Tenant, by taking possession of the Demised Premises, shall accept the same "as is," and such taking of possession shall be conclusive evidence that the Demised Premises and the Building are in good and satisfactory condition at the time of such taking of possession. In addition, the Landlord makes no representations relating to any improvements or facilities that may be constructed adjacent to or contiguous to the Building.

## **30. FORCE MAJEURE**

All deadlines for the Landlord under this Lease shall be subject to and extended by the occurrence of events of force majeure, including but not limited to strikes, lockouts or labor disputes, the inability of the Landlord or the Landlord's contractors after the exercise of reasonable diligence to obtain labor, materials, or utility services or reasonable substitutes therefor, acts of God, fire or other casualty, new or unanticipated governmental restrictions, actions or inactions (including failure to timely issue necessary permits), terrorism, enemy or hostile governmental action, litigation, civil commotion, tornados, hurricanes or storms, or other causes beyond the control of the Landlord and not due to the fault or negligence of the Landlord or its agents, contractors, licensees or employees.

## **31. WAIVER OF TRIAL BY JURY**

The parties to this Lease waive trial by jury in any action, proceeding or counterclaim brought by either of the parties to this Lease against the other involving any matters whatsoever arising out of or in any way connected with this Lease, the relationship of the Landlord and Tenant, Tenant's use and occupancy of the Demised Premises and/or any claim or counterclaim of injury or damage. In the event the Landlord commences any proceedings for nonpayment of any amount due pursuant to this Lease, Tenant agrees not to interpose any counterclaim of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of Tenant's right to assert any such claim in any separate action or actions brought by Tenant.

## **32. QUIET ENJOYMENT**

Upon payment by Tenant of any sums to be paid by Tenant to the Landlord under this Lease, and the observance and performance of any and all of the covenants, terms and conditions hereof by Tenant, the Landlord covenants that it will not interfere with Tenant's quiet enjoyment of the Demised Premises, subject nevertheless to the terms and conditions of this

Lease and to any mortgage, deed of trust, or agreement of which this Lease, and/or the Landlord's interest in the Demised Premises and the Building of which they are a part, is subordinate. In any event, Tenant shall not condition the performance of any of its obligations in this Lease upon performance by the Landlord in any respect.

### **33. BINDING EFFECT OF LEASE**

Both parties agree that all rights, remedies and liabilities in this Lease given to or imposed upon either of the parties to this Lease shall extend to their respective heirs, executors, administrators and, except as otherwise expressly provided in this Lease, their successors and assigns.

### **34. RULES AND REGULATIONS**

Tenant, its agents, employees, invitees, licensees, customers, clients, family members and guests, shall at all times abide by and observe the Rules and Regulations as are and may be promulgated by the Landlord from time to time. The Landlord shall not be responsible or liable to Tenant for any violations of the Rules and Regulations by any other tenants or residents or their invitees or licensees.

### **35. BROKERAGE**

The Landlord and Tenant each represent that they have had no dealings with any real estate broker or other person with respect to this Lease in any manner.

### **36. NOTICES**

All notices required or desired to be given under this Lease to the Landlord or the Tenant shall be hand delivered or given by certified or registered mail and shall be effective upon the earlier of the date received or the third day following the date of mailing. Notices to the Tenant shall be addressed to the Demised Premises or as follows:

Notices to the Tenant shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices to the Landlord shall be addressed as follows:

Broadmoor Cooperative Apartments, Inc.  
3601 Connecticut Avenue, NW  
Washington, DC 20008  
Attn: General Manager

### **37. APPLICABLE LAW AND CONSTRUCTION; JURISDICTION**

**37.1 DISTRICT OF COLUMBIA LAW.** The laws of the District of Columbia shall govern the validity, performance and enforcement of this Lease. If any provision of this Lease shall at any time be deemed to be invalid or illegal by any court of competent jurisdiction (other than any provision relating to the amount of Rent or payment thereof), this Lease shall not be

invalidated thereby; but in such event, the Lease shall be read and construed as if such invalid or illegal provision only had not been contained herein, thereby preserving all of the other terms, conditions and provisions of this Lease.

**37.2 JURISDICTION OF DISTRICT OF COLUMBIA COURTS.** Should any legal proceedings, claims or counterclaims (if permissible) be brought or initiated to make a determination of rights and liabilities under this Lease or with respect to any other matters arising out of the Landlord/Tenant relationship between the parties and guarantors to this Lease, the parties specifically confer jurisdiction to the courts having jurisdiction over the District of Columbia and specifically waive any objection as to venue or any right to institute or remove said proceedings to the courts of another forum or jurisdiction.

### **38. JOINT AND SEVERAL LIABILITY**

If Tenant shall be one or more individuals, corporations, or other entities, whether operating as a partnership or joint venture or otherwise, then each such individual, corporation, entity, joint venturer or partner shall be deemed to be jointly and severally liable for the payment of any and all sums specified in this Lease and for all other duties and obligations arising under this Lease.

### **39. AUTHORITY**

Tenant hereby covenants that it has the full right, power and authority to enter into this Lease upon the terms and conditions in this Lease set forth and shall provide to the Landlord any evidence required by the Landlord to so indicate said authority. If Tenant is a corporation or partnership, the individual signing the Lease hereby confirms that he/she has the authority to bind said corporation or partnership by his/her signature.

### **40. GENERAL PROVISIONS**

- a. Time is of the essence in the performance of all of Tenant's obligations under this Lease.
- b. Wherever appropriate herein, the singular includes the plural and the plural includes the singular.
- c. This Lease may be executed in several counterparts, and all counterparts shall constitute one and the same instrument.
- d. Captions and headings are for convenience and reference only and are not to be deemed a summary of the provisions to which they pertain or a construction thereof. Feminine or neuter pronouns shall be substituted for the masculine form, in any place or places in this Lease in which the context may require such substitution or substitutions.

### **41. STORAGE SPACE**

No storage space is provided within the terms of this lease.

### **42. PARKING**

The Landlord does not agree to furnish, on an exclusive or reserved basis, any parking for Tenant. However, to the extent parking is available in the area designated for visitor use in the Building's garage or on the grounds of the Landlord, it may be used by Tenant and by its employees and visitors provided any such use is in accordance with the rules and regulations promulgated by the Landlord governing the use by visitors of the Building's parking garage and parking on the grounds of the Landlord. Both parties agree that the Landlord does not assume any responsibility for any damage or loss to any automobiles parked in the garage or

on the grounds or to any personal property located therein, or for any injury sustained by any person in or about the garage or on the grounds.

**43. ENTIRE AGREEMENT**

This Lease together with any accompanying Exhibits, Addenda and attachments contains the final, entire and only agreement between the parties, and no oral statement or representation or prior written matter or written advertisement or marketing material not contained or referred to in this Lease shall have any force or effect. This Lease shall not be modified in any way after ratification except if in writing signed by both parties to this Lease.

**44. TERMINATION OF PRIOR LEASE**

This Lease shall replace and supersede the Lease between the parties for the Demised Premises dated N/A .

**IN WITNESS WHEREOF**, the parties to this Lease have executed this Lease as of the year and date first above written.

**BROADMOOR COOPERATIVE APARTMENTS, INC.**

By: \_\_\_\_\_  
President

**TENANT:**

\_\_\_\_\_  
\_\_\_\_\_

## EXHIBIT A

### RULES AND REGULATIONS

In addition to the Rules of the Broadmoor Cooperative Apartments, Inc. attached, Tenant is subject to the following rules.

1. The sidewalks, corridors, closets of any type, lobbies, passages, elevators, stairways, and other parts of the Building not occupied by tenants shall not be obstructed by Tenant or used by Tenant for any purpose other than ingress or egress from and to Tenant's Demised Premises. The Landlord shall in all cases retain the right to control or prevent access to this Lease by any person whose presence, in the Landlord's judgment, would be prejudicial to the safety, peace, character or reputation of the Building or of any tenant of the Building. Tenant shall not permit the visit to the Demised Premises of persons in such numbers or under such conditions as to interfere with the use and enjoyment of other tenants of the entrances, corridors, and other public portions or facilities of the Building. Mats, trash or other objects are prohibited in the public and service corridors. There shall not be used in any space, or in the public spaces of the Building, either by Tenant or Tenant's vendors or contractors or others, any hand trucks or other similar equipment except those equipped with rubber tires and side guards.
2. The plumbing facilities and other service apparatus of any kind shall not be used by Tenant for any purpose other than that for which they were installed, and no foreign or injurious substances shall be placed in the plumbing facilities and other service apparatus. The expense of any breakage, stoppage or damage resulting from a violation of this provision shall be borne by the Tenant who shall, or whose agents, employees or invitees, shall, have caused it.
3. No skylight, window, door or transom of the Building shall be covered or obstructed by Tenant, and no window shade, blind, curtain, screen, storm window, awning or other material shall be installed or placed on any window or in any window space, except as approved in writing by the Landlord. If the Landlord has installed or hereafter installs any shade, blind or curtain in the Demised Premises, Tenant shall not remove it without first obtaining the Landlord's written consent.
4. The Tenant shall not place any other or additional lock upon any door within the Demised Premises or elsewhere within the Building without the Landlord's prior written consent. The Landlord shall provide Tenant with one set of keys to the Demised Premises when Tenant assumes possession thereof and Tenant shall surrender all keys for all locks at the end of the Term.
5. Tenant, and its employees, agents, visitors, subtenants, licensees or concessionaires, shall not at any time bring or keep upon the Demised Premises flammable, combustible or explosive fluids, chemicals or substances.
6. The Landlord shall in no event be responsible for admitting or excluding any person from the Demised Premises. In case of invasion, hostile attack, insurrection, terrorism, mob violence, riot, public excitement or other commotion, explosion, fire or other casualty, the Landlord shall have the right to bar or limit access to the Building to protect the safety of occupants of the Building or any property within the Building. The use of any part of the Demised Premises as sleeping quarters is strictly prohibited at all times.
7. No aerial or any equipment shall be erected on the roof or exterior walls of the Building or Demised Premises or on the grounds without in each instance the written consent of the

Landlord. Any aerial or other equipment so installed without such written consent shall be subject to removal without notice at any time. No loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the Demised Premises without the prior written consent of the Landlord.

8. Canvassing, soliciting and peddling in or near the Building or Demised Premises is prohibited, and each tenant shall cooperate in preventing same. Tenant shall not solicit business in the parking areas, if any, or other common areas, or distribute hand-bills or other advertising matter in or upon automobiles parked in or near the Building or Demised Premises, provided that the foregoing shall not prohibit Tenant from using direct mail solicitation or advertising.
9. The requirements of Tenant will be attended to only upon application to the Landlord. Building employees shall not perform any work or do anything outside their regular duties unless under special instruction from the Landlord or management of the Building.
10. The loading dock is at the north side of the Building. All deliveries shall be made at the loading dock and shall be subject to such additional Rules and Regulations as in the judgment of the Landlord are necessary for the proper operation of the Demised Premises and Building.
11. Tenant shall not, without on each occasion obtaining the prior written consent of the Landlord: (1) permit the use of any forklift, truck, tow truck or any other mechanically powered machine or equipment for handling freight in the Demised Premises; (2) conduct any auction, fire, "going out of business" or bankruptcy sales; (3) operate any coin or token operated vending machine or similar device for the sale of any goods, foods, beverages or services, including without limitation pay telephones, pay toilets, scales, amusement devices and vending machines; or (4) injure, overload, deface or otherwise harm the Demised Premises, or any part thereof, or any equipment or installation in the Building.
12. The Landlord may remove any property belonging to Tenant or Tenant's licensees, invitees, employees, agents or contractors, which is improperly stored, and Tenant hereby waives and agrees to indemnify the Landlord from any liability of the Landlord to Tenant or others resulting therefrom; in addition, the Landlord may assess against Tenant a charge in the amount of \$50 per day, as Additional Rent, for any day or part of a day in which items belonging to Tenant, or Tenant's licensees, invitees, employees, agents or contractors, are stored in a prohibited area.
13. Tenant shall not permit any act or practice which may tend to injure the Building or equipment in the Building or become a nuisance to or cause noises, vibrations or odors objectionable to the public or to other occupants of the Building, nor place anything on or obstruct the window area outside the Demised Premises.