LEASE

THIS LEASE is made as of February 15, 2002, between Robert Platt, 6222 Dahlonega Road, Bethesda, Maryland, 20816 ("Landlord") and Joel N. Simon, 7006 Longwood Drive, Bethesda, Maryland 20817 ("Tenant").

WITNESSETH: Landlord hereby leases to Tenant and Tenant hereby lease from Landlord, the Premises known as Second Floor and Basement in the building located at 244 12th Street, S.E., Washington, D.C. (the "Premises"). This term of this Lease begins on March 1, 2002 and ends on February 29, 2004, at a total rent of $67,200 for said term, payable in equal monthly installments of $2,800 each on the first day of every month, without deduction or demand from the Landlord.

SERVICE CHARGES: Landlord shall have the right to require rent payments to be made in cash or money order, cashier's check and/or certified check. A service charge of fifteen dollars will automatically be made for each instance in which a check is returned unpaid by Tenant's bank for any reason. A LATE CHARGE of Twenty-five Dollars ($25.00) shall be assessed for any payment delinquent ten (10) days after due date on any given month.

RECEIVED
D.C. OFFICE OF ZONING
2002 MAR 12 PM 4:05

ALL PARTIES HERETO DO AGREE AND COVENANT AS FOLLOWS

ACCEPTANCE OF PROPERTY. Tenant acknowledges that Tenant has examined the Premises and, by signing this Lease, acknowledges that the Premises are in good and satisfactory order and repair unless otherwise specified herein. Tenant agrees that no representations as to the condition of the Premises have been made and that no agreement has been made to redecorate, repair, or improve the Premises unless hereinafter set forth, specifically, in writing. Landlord will deliver the Premises and all common areas in clean, safe and sanitary condition.

1. USES: The Premises will be solely occupied by no more than four (4) persons. Tenant will not use the Premises for any disorderly or unlawful purposes or in any manner offensive to others and will comply with all applicable Federal and District of Columbia laws and ordinances.

2. [Intentionally Omitted]

3. UTILITIES: Tenant is obligated to pay for the following utilities: Gas and Electricity. Tenant shall make the necessary deposits in connection therewith and pay all bills for the aforesaid utilities.

Tenant shall use reasonable care in conservation of utilities not chargeable to Tenant. Tenant will not bring into use any articles in the demised Premises that will overtax the floor load capacity thereof or overload the gas, electric or water capacities thereof or install any major appliances which create usage of any utilities which are not chargeable to the Tenant.

4. INSURANCE: Tenant will do nothing and permit nothing to be done on the Premises which contravenes any fire insurance policy covering the same. If Tenant's use or occupancy of the Premises increases the premium of any fire insurance policy on the building,

BZA
Case No. 17004
Exhibit No. 12

Board of Zoning Adjustment
District of Columbia
CASE NO. 17004
EXHIBIT NO. 12

Tenant shall pay such increase. All goods and personal property of every kind in and upon Premises, shall be there at the sole risk and hazard of Tenant.

5. ALTERATIONS: Tenant will not remodel or make any structural changes, alterations or additions to the Premises, will not paper, paint or decorate, nor install, attach, remove or exchange appliances or equipment such as air conditioning, heating, refrigeration or cooking units, radio or television antennae, nor drive nails or other devices into the walls or woodwork (a reasonable number of picture hangars excepted) nor change the existing locks in the Premises without the prior written permission of Landlord.

6. MAINTENANCE: Tenant shall keep in a state of good repair, maintenance, and cleanliness, all parts of the Premises, including equipment therein, and shall promptly report any defects to Landlord.

Tenant shall be responsible for any stoppage of toilets resulting from negligence, from foreign objects, such as paper towels, sanitary napkins, tissues or other objects that may cause stoppage.

Tenant shall be responsible for proper lubrication of motor and fan and replacement of furnace filters, if applicable.

All garbage and trash must be placed in suitable covered containers.

Tenant shall be responsible for such items as caulking around tubs and in showers, damage caused by bursting pipes from failure to turn off water in cold weather, stoppage of water faucets and drains, etc.

Tenant shall not refinish or shellac the wood floors and shall keep them waxed with paste wax..

Any repairs made necessary due to the negligence by acts of commission or omission of Tenant, or Tenant's family members, guests or pets shall be paid for by Tenant, but Tenant shall not order repairs on or about the Premises without the prior approval of Landlord.

7. SUBLETS: Tenant shall not assign this lease or sublet the Premises or any portion thereof, or transfer possession or occupancy thereof to any other person(s) without the prior written consent of Landlord, which shall not be unreasonably withheld.

8. PETS: Tenant shall not keep pets on Premises without written permission from the Landlord.

9. BACKYARD: Tenant hereby agree to share the use of the garden patio of these Premises with the other Tenant of 244 12th Street, S.E., Washington, D.C.

10. SURRENDER: Tenant shall, upon termination of this Lease, surrender the Premises and all fixtures and equipment therein to Landlord in good, clean and operating condition, ordinary wear and tear excepted.

Tenant shall, at the time of vacating the Premises, clean said Premises including the stove and refrigerator and remove all trash from the Premises. If such cleaning and removal of trash is not accomplished by Tenant, action deemed necessary by Landlord to accomplish same shall be taken by Landlord within twenty-four hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.

11. INSPECTION: Landlord or his agent may enter the Premises during reasonable hours by appointment to make necessary repairs to protect any property from damage. During the last 60 days of the term of this Lease, Landlord or his agent may enter the Premises to exhibit the same to other persons and to place a "For Rent" or "For Sale" sign thereof.

12. DESTRUCTION: If the Premises are rendered totally unfit for occupancy by fire, act of God, rioters, public enemies, or accident, the term of this Lease shall immediately cease upon the payment of rent apportioned to the day of such happening. If, however, the Premises are only partially destroyed or damaged and Landlord decides to repair the same, such repairs shall be made by Landlord without unreasonable delay and this Lease shall remain in force and in effect without any abatement of rent.

13. CREDIT CLAUSE: Tenant acknowledges that Tenant has authorized Landlord to order and obtain a Consumer Report (Credit Report) from a consumer-reporting agency to be used in connection with the execution of this Lease.

14. HOLD HARMLESS: Landlord will be held free and harmless from any and all loss, claim or damage by reason of accident, injury and damage to any person or property occurring on or about the Premises.

15. DEFAULT: If Tenant fail to pay the rent as scheduled, or if Tenant violates any other conditions of this Lease, this Lease may be terminated at the option of Landlord. In such case, this Lease will operate as a NOTICE TO QUIT, any notice to quit as required by law being expressly waived. In such case, Landlord may proceed to recover possession of the Premises without a demand for rent or possession by virtue of the provisions of the District of Columbia Code which regulate proceedings between Landlord and Tenant. Tenant agree to remain answerable for all damages or loss of rent resulting from such reentry and Landlord reserves full power to re-let the Premises for his own benefit.

16. WAIVER CLAUSE: The waiver of one condition of this Lease does not waive or in any way or manner affect the other conditions of this Lease.

17. ABANDONMENT: If Tenant shall abandon, quit, or vacate the Premises, voluntarily or involuntarily, without the written consent of Landlord, Tenant shall remain liable for all loss of rents to the end of the term of this Lease. Landlord may relet the Premises, and in the event of such reletting, as well as any costs and damages sustained due to Tenant use and occupation of the Premises shall be borne by Tenant.

18. MISCELLANEOUS:

(a) This Lease shall be binding on or inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

(b) This Lease contains the final and entire agreement between parties thereto, and neither they nor their agents shall be bound by any terms, condition, statements, warranties or representations, oral or written, not herein contained.

WITNESS the following signatures on the day and year first appearing above:

Robert Platt, Landlord

Joel N. Simon, Tenant

LEASE

This lease made the 2nd day of July 2001 between Robert Platt, 6222 Dahlonega Road, Bethesda Md. 20816, Landlord and DAVID HOLLANDER, JR. - 244½ 12th St S.E. #2

WITNESSETH, that the Landlord hereby leases to the Tenant (s) and the Tenant(s) hereby lease from the Landlord, premises known as _____ This lease begins on JULY 1ST 2001 and ends on June 30, 2002 at a total rent of _____ for said term, payable in equal monthly installments of $1800.00 on the first day of every month, without deduction or demand from the landlord.

SERVICE CHARGES: Landlord shall have the right to require rent payments to be made in cash or money order, cashier's check and / or certified check. A service charge of fifteen dollars will automatically be made for each instance in which a check is returned unpaid by the tenant's bank for any reason. A LATE CHARGE of Twenty-Five dollars ($25.00) shall be assessed for any payment delinquent ten (10) days after due date on any given month.

ALL PARTIES HERETO DO AGREE AND COVENANT AS FOLLOWS

ACCEPTANCE OF PROPERTY. The tenants acknowledge that they have examined the leased premises and their acceptance of this agreement is conclusive evidence that said premises are in good and satisfactory order and repair unless otherwise specified herein; and theTenants agree that no representations as to the condition of the premises have been made and that no agreement has been made to redicorate, repair, or improve the premises unless hereinafter set forth, specifically, in writing. The Landlord will deliver the leased premises and all common areas in clean, safe and sanitary condition.

1. USES: The premises will be solely occupied by no more than one person. Tenants will not use the premises for any disorderly or unlawful purposes or in any manner offensive to others and will comply with all applicable Federal and District of Columbia laws and ordinances.

2. SECURITY DEPOSIT. The tenants have deposited with the Landlod the sum of $800.00 which is to be held solely for the purpose of securing the Tenant's performance under this lease. The Landlord may apply this deposit to any rent remaining due and owing at the expiration of this agreement, and extension thereof or holding-over period or applied on any damage to the premises caused by the Tenants, their families, guests, employees, tradespeople or pets or other expenses suffered by the landlord as a result of this lease.

TENANTS MAY NOT UTILILZE THE SECURITY DEPOST AS RENT NOR SHALL THEY DEDUCT THE SAME FROM THE LAST MONTH'S RENT.

The landlord acknowledges receipt of the security deposit which shall be deposited by

the landlord in an interest-bearing escrow account established and held in trust in a finalncial institution in the District of Columbia for the sole putpose of holding such deposits paid to the landlord and shall accrue at the rate of five percent (%5) simple interest. Accrued interest thereon shall be paid to the tenants within fifteen days upon termination of the tenancy established under this agreement.

3. UTILITIES. Tenants are obligated to pay for the following utilities: Gas and Electricity. Tenants shall make the necessary deposit in connection therewith and pay all bills for the aforesaid utilities.

Tenants shall use reasonable care in conservation of utilites not chargeable to Tenants. Tenants will not bring into use any articles in the demised premises that will overtax the floor load capacity thereof or overload the gas, elecric or water capacities thereof or install any major appliances which create usage of any utilites which are not chargeable to the tenants.

4. INSURANCE; Tenants will do nothing and permit nothing to be done on the premises which contravene any fire insurance policy covering the same. If tenants use or occupancy of the premises increases the premium of any fire insurance policy, tenants shall pay such increase. All goods and personal property of every kind in and upon demised premises, shall be there at the sole risk and hazard of the Tenants.

5. ALTERATIONS: Tenants will not remodel or make any structural changes, alterations or additions to the premises, will not paper, paint or decorate, nor install, attach, remove or exchange appliances or equipment such as air conditioning, heating, refrigeration or cooking units, radio or television antenae, nor drive nails or other devides into the walls or woodwork, (a reasonable number of picture hangars excepted) nor change the existing locks or the premises without the prior written permisssion of the landlord or his agent.

6. MAINTENANCE: Tenants shall keep in a state of good repair, maintenance, and cleanliness, all parts ot the premises, including equipment therein, and shall promptly report any defect to the Landlord.

Tenants will be responsible for any stoppage of toilets resulting from negligence, from foreign objects, such as paper towels, sanitary napkins, tissues or other objects that may cause stoppage.

Tenants are responsible for proper lubrication of motor and fan and replacement of furnace filters, if applicable.

All garbage and trash must be placed in suitable covered containers.

Tenants shall be responsible for such items as caulking around tubs and in showers, damage caused by bursting pipes from failure to turn off water in cold weather, stoppage of water faucets and drains, etc

Tenants shall not refinish or shellac the wood floors and shall keep them waxed with paste wax.

Any repairs made necessary due to the negligence by acts of commission or omission of the Tenants, their families, guests, employees or pets shall be paid for by the tenants, but tenants shall not order repairs on or about the premises without the

prior approval of the Landlord.

7. SUBLETS. Tenants shall not assign this lease or sublet the premises or any portion thereof, or transfer possession or occupancy thereof to any other person(s) without the prior written consent of the Landlord, which shall not be unreasonably withheld.

8. PETS. Tenants shall not keep pets on premises without written permission from the landlord. Except the cat which is already permitted [illegible]

9. BACKYARD. Tenants hereby agree to share the use of the garden patio of these premises with the other tenant of 244 12th Street S.E.

10. SURRENDER. Tenants will upon termination of this lease, surrender the premises and all fixtures and equipment therein to the Landlord in good, clean and operating condition, ordinary wear and tear excepted.

Tenants shall at the time of vacating the premises, clean said premises including the stove and refrigerator and remove all trash from the premises. If such cleaning and removal of trash is not accomplished by the tenants, action deemed necessary by the landlord to accomplish same shall be taken by landlord within twenty-four hours after vacating. Failure to comply will be cause to charge tenants for changing locks.

11. INSPECTION. Landlord or his agent may enter the premises during reasonable hours by appointment to make necessary repairs to protect any property from damage. During the last 60 days of the term of the lease, landlord or his agent may enter the premises to exhibit the same to other persons and to place a "For Rent" or "For Sale" sign thereof.

12. DESTRUCTION. If the premises are rendered totally unfit for occupancvy by fire, act ofGod, rioters, public enemies, or accident, the term of this lease shall immediately cease upon the payment of rent apportioned to the day of such happening. If however, the premises are only partially destroyed or damaged and Landlord decides to repair the same, such repairs shall be made by landlord without unreasonable delay and this lease shall remain in force and in effect without any abatement of rent.

13. CREDIT CLAUSE. The tenants have authorized the landlord to order and obtain a Consumer Report (Credit Report) from a consumer-reporting agency to be used in connection wih the execution of this lease.

14. HOLD HARMLESS. Landlord will be held free and harmless from any and all loss, claim or damage by reason of accident, injury and damage to any person or property occurring on or about the leased premises.

15. DEFAULT. If tenants fail to pay the rent as scheduled, or if they violate any other conditions of this lease, this lease may be teminated at the option of the

landlord. In such case, this lease will operate as a NOTICE TO QUIT, any notice to quit as required by law being expressly waived.

In such case, the landlord may proceed to recover possession of the premises without a demand for rent or possession by virtue of the provisions of the District of Columbia code which regulates proceedings between Landlord and Tenant. Tenants agree to remain answerable for all damages or loss of rent resulting from such reentry and Landlord reserves full power to re-let the premises for his own benefit.

16. WAIVER CLAUSE The waiver of one condition of this lease does not waive or in any way or manner affect the other conditions of this lease.

17. ABANDONMENT. If tenants shall abandon, quit, or vacate the demised premises, voluntarily or involuntarily, without the written consent of the Landlord, Tenants shall remian liable for all loss of rents to the end of the term of this agreement. The Landlord may relet the premises, and in the event of such reletting, as well as any costs and damages sustained due to tenant use and occupation of the premises shall be borne by the tenants.

18. MISCELLANEOUS

(a) This lease shall be binding on or insure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors and assigns.

(b) This lease contains the final and entire agreement between parties thereto, and neither they nor their agents shall be bound by any terms, condition, statements, warranties or representations, oral or written, not herein contained.

WITNESS the following signatures on the day and year first appearing above:

Robert Platt, Landlord