Part G. Name and Mailing Address of Occupant
Kevin Joyce is the individual rents the first floor apartment of my house, 1418 Q St NW, Washington DC 20009. He has signed a lease.

Part H. Certificate of Occupancy
Lease Attached

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BZA
Case No. 17084
Exhibit No. 8

Board of Zoning Adjustment
District of Columbia
CASE NO. 17084
EXHIBIT NO. 8

PART H

LEASE

THIS AGREEMENT made this 19 day of May, 2000, by and between KEVIN J. JOYCE, (hereinafter referred to as "Tenant"); and JACOB A. CLARK and ALFREDO VILLOLDO (hereinafter collectively referred to as "Landlord").

WITNESSETH, that the said Landlord does demise unto the said Tenant premises known as 1418 Q Street, NW, #1 (First Floor Apartment), Washington, D.C. 20009 (hereinafter referred to as the "Demised Premises") from May 20, 2000, for the term of twelve (12) months and eleven (11) days, to expire on the 30th day of June, 2001, yielding therefore during the said term the rent of $19,750.00 payable without deduction, demand or set off, as follows:

- $550 for the pro-rated part of May, 2000, due upon execution of the Lease; and
- $1,600.00 per each additional month, commencing June 1st, 2000, due on the first day of the month.

Thirty (30) days prior to the termination of the Lease (May 31st, 2001) either Party shall have the right to issue a written notice of intent not to renew the Lease. In the event neither Party gives notice of intention to terminate the Lease by the above referenced time, then this Lease shall automatically renew itself in a month-to-month basis until either Party notifies the other of the termination of the Lease. The Lease terms and conditions will remain the same as set forth herein, with the following exception: Tenant understands that the monthly rental rate will be guaranteed unchanged until June 1st, 2001; after that, the amount of rent may be periodically adjusted to reflect changes in the rental market.

In addition to the Demised Premises, the Tenant shall have the non-exclusive right to utilize the side yard of the house ("Common Area"). Tenant's use of the front yard, porch and common foyer of the house ("Limited Common Area") is limited to ingress and egress to the Demised Premises unless there is prior consent of the Landlord for other use.

1. SECURITY DEPOSIT. Simultaneously with the execution of the Lease, Tenant shall post with Landlord a security deposit in the amount of one month's rent ($1,600.00) to secure Tenant's faithful performance of the terms and conditions thereof. This money shall be deposited in an interest bearing account established for this purpose. In the event of any default by Tenant, Landlord may apply or retain any or all of the security deposit to the extent necessary to cure the default. In the case of every such application or retention, Tenant shall, on demand, pay to the Landlord the sum so applied or retained which shall be added to the security deposit so that the same shall be restored to its original amount.

On or before the last day of the term of this Lease, Landlord, or their agent, and Tenant shall conduct a walk-through of the Demised Property. At that time Landlord shall make note of any and all items, with ordinary wear and tear from normal use excepted, which require repair or replacement. Tenant shall have ten (10) days to effectuate said repairs, at the expiration of which time Landlord shall cause those repairs unperformed by Tenant to be completed and deduct the costs thereof from the security deposit. It is expressly understood that if Tenant fails to make the necessary repairs and Landlord must cause the repairs to be done by a third party then Landlord will use due diligence to effectuate said repairs at a fair and reasonable price.

Once all repairs are made, said time not to exceed THIRTY (30) days from the termination of this Lease, Landlord shall invoice Tenant for all moneys Landlord expended pursuant to the above paragraph,

Kevin — please see note on next page and let me know what you think. Thanks Tina

attaching applicable invoices to said invoice. To the extent the costs are less than the security deposit, the costs will be deducted from the security deposit and the remaining amount forwarded to the Tenant. If the costs exceed the security deposit the Tenant shall have thirty (30) days from receipt of said invoice to tender payment to Landlord.

2. PETS. Tenant is allowed to have one pet in the Demised Premises. The pet must be a dog or a cat, with an adult weight not to exceed twenty-five (25) pounds.

3. USE OF PREMISES. It is understood that Tenant shall use and occupy the Demised Premises for residential purposes and for no other purpose whatsoever without the prior written consent of the Landlord.

4. UPKEEP OF PREMISES. Tenant agrees that it will maintain and repair the Demised Premises (structural and non structural) and the fixtures therein in good order and condition. At the expiration or other termination of the lease term hereof, Tenant agrees to surrender and deliver the Demised Premises in good order and condition, ordinary wear and tear from normal use excepted.

Regarding repairs, the Tenant agrees to be responsible for ordinary repairs and maintenance and the first $50.00 of any item requiring repair. In the event a repair is required which would be the responsibility of the Landlord, and which was not caused, in whole or in part by any act or omission of the Tenant, Tenant will advise Landlord of the need for said repair and Landlord shall take the necessary steps to effectuate said repair. Only in the event of an emergency shall Tenant give Landlord notice of the need for a repair prior to 8:00 a.m. in the morning or after 11:00 p.m. at night.

5. SUBLETTING AND ASSIGNMENT. Tenant will not sublet the Demised Premises or any part thereof or transfer possession or occupancy thereto to any other person, firm or transfer or assign this lease without the prior written consent of the Landlord, said consent being in the absolute and sole discretion of the Landlord.

6. ALTERATIONS. Tenant shall not, without prior written permission of the Landlord, which permission shall be at the sole discretion of the Landlord, make changes, alterations or additions to the Demised Premises.

7. NEGATIVE COVENANTS. Tenant shall not install on the Demised Premises any fixtures or office equipment that will place a load upon any floor, exceeding the floor load per square foot area, which such floor was designed to carry, nor shall Tenant permit any trash or garbage to accumulate in or on the Demised Premises.

8. ILLEGAL USE. The Tenant will not use or permit the Demised Premises or any part thereof to be used for any disorderly, unlawful, or extra hazardous purpose, nor for any other purpose than specified; and will not manufacture any commodity therein, without the prior written consent of the Landlord.

9. DAMAGE. All injury to the Demised Premises, Common Area and/or Limited Common Area caused by moving the property of Tenant into, or out of the Demised Premises, and all breakage done by Tenant, or the agents, employees and visitors of Tenant, shall be repaired by the Tenant at the sole expense of the Tenant. In the event that the Tenant shall fail to do so, then the Landlord shall have the right to make such necessary repairs, alterations, replacements (structural, non structural or otherwise) and any charge or cost so incurred by the Landlord shall be paid by the Tenant with the right on the part of the Landlord to elect, in its discretion, to regard the same as additional rent payable with the installment of rent next becoming due or thereafter falling due under the terms of this Lease. This provision shall be construed as an additional remedy granted to the Landlord and not in limitation of any other rights and remedy which the Landlord has or may have in said circumstances.

Kevin
This is the part I believe applies
sorry I could not identify
Please call me and I'll come down
Tina

10. PERSONAL PROPERTY. All personal property of the Tenant in the Demised Premises or in the building of which the Demised Premises is a part shall be at the sole risk of the Tenant. The Landlord shall not be liable for any accident or damage to property of Tenant resulting from the use or operation of appliances or of the heating, cooling, electrical, or plumbing apparatus. Landlord shall not, in any event, be liable for damages to property resulting from water, steam, or other causes. Tenant hereby expressly releases Landlord from any liability incurred or claimed by reason of damage to Tenant's property.

Tenant shall not be allowed to place any personal property, of any nature, in the Limited Common Area without Landlord's prior approval.

11. SERVICES. Tenant shall obtain all non included utility services (electricity, telephone and cable, if desired) to the Demised Premises and shall promptly pay any charge therefor. Tenant shall not act or fail to act in any manner which might deprive Landlord of the use of such services upon expiration of the term of this Lease or earlier termination hereof. In the event Tenant elects to activate the existing alarm system in the Demised Premises then Tenant shall cover such expense as is required to activate it and advise Landlord of the security code to allow Landlord access in the event of an emergency.

12. TRASH REMOVAL: Tenant shall promptly remove all trash from the Demised Premises. Tenant shall be provided with a trash receptacle which is to be kept in the side yard Common Area. Trash is collected on Monday and Thursday in the street in front of the Demised Premises.

13. BANKRUPTCY. If the Tenant shall make an assignment of its assets for the benefit of creditors, or if the Tenant shall file a voluntary petition in bankruptcy, or if an involuntary petition in bankruptcy, or for receivership, be instituted against the Tenant and the same be not dismissed within thirty (30) days of the filing thereof, or if the Tenant be adjudged bankrupt, then and in any of said events, this Lease shall immediately cease and terminate at the option of the Landlord with the same force and effect as though the date of said event was the day herein fixed for expiration of the term of this Lease.

14. DEFAULTS AND REMEDIES. It is agreed that if the Tenant shall fail to pay the rent, at the time the same shall become due and payable and/or any additional rent as herein provided; or if the Tenant shall violate or fail or neglect to keep and perform any of the covenants, conditions and agreement herein contained; or if the Demised Premises shall become vacant or deserted; then, at the option of the Landlord, after Landlord giving notice as provided for herein, the Tenant's right of possession shall thereupon cease and terminate, and the Landlord shall be entitled to the possession of the Demised Premises and may forthwith proceed to recover possession of the Demised Premises by process of law. In the event of such reentry by process of law or otherwise, the Tenant agrees to be liable to Landlord for its costs incurred thereby including reasonable attorney's fees and court costs. And it is further provided that if under the provisions hereof, a summons or other applicable legal process shall be served, and a compromise or settlement thereof shall be made allowing Tenant the right to possession of the Demised Premises, then this Lease shall remain in full force and effect. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver shall be in writing signed by Landlord. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly installments of rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and the Landlord may accept such check or payment without prejudice to the Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

15. DAMAGE BY FIRE OR OTHER CASUALTY. In the event of damage or destruction of the Demised Premises by fire or other casualty, this Lease shall not be terminated. However, the rent or additional rent shall be abated for the reasonable time necessary to restore or replace the Demised Premises, except that in no event shall the rent or additional rent required hereunder be abated if the Demised Premises continue to be used by the Tenant for the purpose described in Paragraph 3 hereof. Landlord agrees to commence such restoration and or replacement within a reasonable time after the damage occurs. At such

time as the Demised Premises are restored or replaced so as to allow its use as described in Paragraph 3 hereof, the Tenant's obligation to pay rent or additional rent hereunder shall be immediately reinstated.

16. SUBORDINATION. This Lease is subject and subordinate to all mortgages and/or deeds of trust which may now or hereafter affect such Lease, or the Demised Premises, and to all renewals, modifications, consolidations, replacements, and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any mortgagee or trustee. In confirmation of such subordination, Tenant shall execute promptly any certificate that the Landlord may request. Provided, however, that notwithstanding the foregoing, the party secured by any such deed of trust shall have the right to recognize this Lease and in the event of any foreclosure sale under such deed of trust, this Lease shall continue in full force and effect at the option of the party secured by such deed of trust or the purchaser under any such foreclosure sale; and the Tenant covenants and agrees that it will, at the written request of the party secured by such deed of trust, execute, acknowledge and deliver any instrument that has for its purpose and effect the subordination of this Lease to the lien of said deed of trust.

17. TENANT HOLDOVER. If the Tenant shall, with the knowledge and consent of the Landlord, continue to remain in the Demised Premises after the expiration of the original term of this Lease, subject to the provisions of this Lease, the Landlord has the option of increasing the monthly rent to reflect changes in the rental market. The Tenant shall be given a minimum of 60 days' notice of the intent to increase the rent, should it occur.

18. POSSESSION. Landlord shall give Tenant possession of the Demised Premises on May 20, 2000.

19. INSPECTION OF THE DEMISED PREMISES. During the term hereof, Landlord, or his agent, shall have access to the Demised Premises for the purpose of inspecting the same, after providing written notice to the Tenant.

20. ADDITIONAL CHARGES. In the event Tenant fails to pay any rent or additional rent within FIVE (5) days when due, it shall pay a late charge of five percent (5%) of any such payment. In the event Tenant fails to repair and maintain the Demised Premises in accordance with the terms hereof, and Landlord expends sums in that regard, such sums shall bear interest at the rate of eight percent (8%) thirty (30) days from the date such sums are demanded by Landlord until they are repaid to Landlord by Tenant. Such interest shall be deemed to be additional rent and payable on demand by Tenant. If a check tendered by Tenant is returned for any reason, Tenant will be responsible for a returned check charge of five percent (5%) of such payment AND may be required to make future payments in the form of bank checks or other certified manner.

21. VISITORS. Tenant recognizes that access to the Demised Property is through a foyer, Limited Common Area, shared with the Landlord. As such, in the event Tenant has a Visitor who will be in the Demised Property for more that one night Tenant is to advise Landlord of the identity of the Visitor. This notification shall not be construed as an obligation by Tenant, or right of Landlord, to have Visitors approved, but merely to ensure that Landlord is aware of individuals who may be gaining entrance.

22. LEGISLATION. Tenant does hereby waive protection afforded Tenant, if any, contained in any rent control legislation in effect or legislated from and after the date of execution hereof. Further, in the event Landlord decides to sell the Demised Premises, the Tenant hereby waives any and all rights he may have regarding any right of first refusal as set forth in the laws of the District of Columbia.

23. LIABILITY. The Tenant agrees that it shall indemnify and keep harmless the Landlord from and against any loss, cost, damage and expense arising out of and in connection with any accident causing personal injury to any person due directly or indirectly to the use or occupancy of the Demised Premises. Landlord agrees to obtain insurance on the Demised Premises covering the structure and fixtures. Tenant agrees to obtain insurance to cover its personal property.

24. KEYS. In the event Tenant loses the key to any part of the Demised Premises, including the front door of the home in which the Demised Premises is located, the Tenant shall pay the actual cost incurred by Landlord to obtain and install new locks. Number of keys received by Tenant: 2.

25. BREAK OF LEASE. In the event that TENANT requests to terminate the lease prior to its expiration date of June 30, 2001, the TENANT agrees to forfeit the complete security deposit AND to pay the balance of the lease upon request of the LANDLORD.

26. NOTICES. All notices required or desired to be given hereunder by either party to the other shall be given by certified or registered mail. Notices to the respective parties shall be addressed as follows:

TENANT: KEVIN J. JOYCE
1418 Q Street, NW, #1, Washington, DC 20009

LANDLORD: JACOB A. CLARK & ALFREDO VILLOLDO
1418 Q Street, NW, Washington, DC 20009

Either party may, by written notice, designate a new address to which notice shall be directed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lease as of the day and year first above written.

LANDLORD:

JACOB A. CLARK

ALFREDO VILLOLDO

TENANT:

KEVIN J. JOYCE