



**Offer To Lease Proposal Made To:
Competition Realty LLC**

DAVID M. LINDSEY, Principal Broker
5368 Providence Road, P.O. Box 65002 / Virginia Beach, VA 23467-5002
(757) 424-5102 FAX (757) 282-2424



E-mail broker@realtycom.net http://www.realtycom.net © October 4, 2010, David M. Lindsey

IF THIS OFFER/PROFFER TO LEASE PROPOSAL [OTL], CONSISTING OF 4 SEQUENTIALLY NUMBERED PAGES WHICH ARE NUMBERED 1 THROUGH 4), MADE BY _____ [OFFERER] IS ACCEPTED/APPROVED [AS EVIDENCED BY THE BELOW MANUALLY AFFIXED SIGNATURE(S) BY LANDLORD OR BROKER AND/OR BROKER'S AGENT, THIS IS/BECOMES A LEGALLY BINDING CONTRACT (IF NOT UNDERSTOOD, SEEK COMPETENT ADVISE BEFORE SIGNING) - DISCLAIMER REGARDING ELECTRONIC SIGNATURE(S) - FOR THE PURPOSES OF THIS DOCUMENT AND ALL DOCUMENTS THAT RELATE TO (I)THIS OFFER AND (II)ALL OTHER CONTRACTS OR (III) AGREEMENTS THAT RELATE TO THIS OFFER, ELECTRONIC SIGNATURE RULES DO NOT APPLY TO THIS (I)THIS OFFER AND (II)ALL OTHER CONTRACTS OR (III) AGREEMENTS THAT RELATE TO THIS OFFER TO LEASE. **In this matter the offer to lease is/shall be considered complete only with [i] certified funds for the rental deposit(s) attached to this offer to lease [ii] certified funds for the first month's rent attached to this offer to rent, and [iii] manually-affixed original signatures on original documents.** IT SHALL BE SUFFICIENT GROUNDS FOR THE LANDLORD OR BROKER TO [A] DECLINE THE OFFERER(S)' OFFER TO LEASE AND [B] retain the fees and monies/funds required to be submitted with this offer to lease (as liquidated damages - for the Landlord's and Broker's out of pocket expenses and efforts [time] expended in this matter) - for offerer (s') (A) Failure to (i) provide an original resolution [affixed with original manual signatures] from the offerers principal[s] - setting forth the offerer's authority from its principal[s] to act in this matter in/on the principal[s]' behalf [if this offer to lease is being submitted on behalf of any entity other than the individual offerer] (ii) fully complete or provide accurate/correct information as requested herein (B) offerer(s) changing [i] any part of this offer to lease [ii] Changing any part of the [i] lease, or the [ii] Landlord's Rules and Regulations which are attached and/or have been viewed and or obtained at <http://www.realtycom.net>. **Wherein any part of this offer to lease shall be in conflict with the lease and/or the leased terms herein referenced the lease and the lease terms will be the terms to control, rule and govern the lease. This offer to lease shall become an Addendum to the lease and the lease (CONSISTING OF 12 SEQUENTIALLY NUMBERED PAGES WHICH ARE NUMBERED 1 THROUGH 12)ALONG WITH THE ADDENDUMS AND EXHIBITS REFERENCED THEREIN, the Landlord's Rules and Regulations (CONSISTING OF 9 SEQUENTIALLY NUMBERED PAGES WHICH ARE NUMBERED 1 THROUGH 9)ALONG WITH THE ADDENDUMS AND EXHIBITS REFERENCED THEREIN) shall become an Addendum to this offer to lease .**

OFFERER(S) [FOR THE PURPOSES OF THIS OFFER TO LEASE AND THE LEASE HEREIN REFERENCED THE TERM OFFERER SHALL INCLUDE ANY (I)INDIVIDUAL COMPLETING THIS OFFER TO LEASE - ON HIS/HER BEHALF OR ON THE BEHALF OF ANY BUSINESS ENTITY THAT MAY EXIST UNDER THE LAWS OF THE COMMONWEALTH OF VIRGINIA, (II)THE BUSINESS ENTITY THAT MAY EXIST UNDER THE LAWS OF THE COMMONWEALTH OF VIRGINIA - ITS OFFICERS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, REPRESENTATIVES, ASSOCIATES, GUARANTOR(S)] OR ANY ONE ACTING IN CONCERT WITH THE OFFERER(S)] REFERENCED AUTHORIZE LANDLORD OR BROKER AND/OR BROKER'S AGENT TO:

(1) VERIFY THE INFORMATION HEREIN CONTAINED AND TO THIS END [AND NOT LIMITED TO] THE OFFERER(S) AGREE TO PROVIDE (I)INDIVIDUAL [PARTNERS/OFFICERS/MANAGERS AND THEIR SPOUSES] AND COMPANY FEDERAL INCOME TAX RETURNS TO THE LANDLORD AND/OR HIS AGENT FOR THE THREE PRIOR YEARS (II) PROVIDE (AS PER GENERALLY ACCEPTED ACCOUNTING PRINCIPLES STANDARDS) (A)REVIEWED AND/OR AUDITED FINANCIAL STATEMENTS FOR EACH OF THE OFFERERS FOR THE PAST THREE YEARS (B) ANNUAL BUDGET FOR THE BUSINESS, (III) PROFESSIONAL RESUME OF THE OFFERER'S PRINCIPALS, (IV)ANY OTHER LAWFUL INFORMATION THE LANDLORD OR BROKER MAY FROM TIME TO TIME REQUIRE

(2) TO MAKE CREDIT AND REFERENCE INQUIRES DEEMED NECESSARY BY THEM:

(A) FOR THE PURPOSES OF THIS OFFER TO LEASE

(B) DURING THE TERM(S) OF ANY LEASE OR ANY EXTENSION THEREOF RESULTING FROM THIS OFFER TO LEASE

(C) WHILE THE TENANT HAS ANY OUTSTANDING OBLIGATIONS UNDER THE TERMS OF THE HEREIN DESCRIBED LEASE - LANDLORD'S RIGHT TO THIS INFORMATION SHALL SURVIVE THE EXPIRATION OF SAID LEASE WHILE THERE ARE OUTSTANDING OBLIGATIONS UNDER THE PROVISIONS OF SAID LEASE.

OFFERERS ALSO AUTHORIZE THE RELEASE OF INFORMATION (I) FROM THE BANKS AND REFERENCES HEREIN NAMED (II)CONTAINED ON THIS OFFER TO LEASE (III)OR SOUGH BY SUCH INQUIRIES (IV) FEDERAL/ STATE/LOCAL LICENSING AND TAXING AUTHORITIES. IN MAKING THIS OFFER TO LEASE, IT IS UNDERSTOOD THAT AN INVESTIGATIVE CONSUMER AND/OR COMMERCIAL REPORT MAY BE PREPARED WHEREBY INFORMATION IS OBTAINED THROUGH PERSONAL INTERVIEWS WITH NEIGHBORS, FRIENDS, BUSINESS ASSOCIATES, OR OTHERS WITH WHOM OFFERERS ARE ACQUAINTED. THIS INQUIRY INCLUDES INFORMATION AS TO CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS AND MODE OF LIVING AND CONDUCTING BUSINESS OF THE OFFERER(S). OFFERER(S) HAVE THE RIGHT TO MAKE A WRITTEN REQUEST AS PERMITTED BY LAW, WITHIN A REASONABLE PERIOD OF TIME TO RECEIVE ADDITIONAL, DETAILED INFORMATION ABOUT THE NATURE AND SCOPE OF THIS OFFER TO LEASE. IF THIS OFFER TO LEASE IS ACCEPTED BY THE BROKER OR LANDLORD, OFFERER(S), INDIVIDUALS AND/OR THE BUSINESS JOINTLY AND SEVERALLY AGREE TO EXECUTE A LEASE OF THE PROPERTY IN THE FORM WHICH HAS BEEN EXHIBITED TO OFFERER(S) BY LANDLORD OR BROKER AND/OR BROKER'S AGENT AND OFFERER(S) AGREE TO PAY THE DEPOSITS AND RENTS HEREIN SHOWN AND THE RENTAL FOR ONE MONTH BEFORE OCCUPATION OF THE PROPERTY. LANDLORD'S/BROKER' DISCUSSIONS WITH THE OFFERER/TENANT RESPECTING ANY ITEM, ANY MATTER, CONDITIONS, EXCEPTION, TERMS, ETC. [AT THIS OR ANY FUTURE TIME] THAT RELATE TO THIS OFFER TO LEASE OR THE ATTACHED LEASE SHALL NOT IN ANY WAY OBLIGATE THE LANDLORD AND/OR BROKER TO THAT ITEM NOR SHALL THE LANDLORD AND/OR BROKER BE HELD LIABLE FOR ANY DAMAGE(S) FOR FAILURE TO MAKE THE SAME UNLESS OBLIGATED TO DO SO BY THE TERMS HEREIN SET FORTH OR IN THE LEASE ATTACHED HERETO.

AGENCY DISCLOSURE: THE PARTIES CONFIRM THAT IN CONNECTION WITH THE TRANSACTION CONTEMPLATED BY THE LEASE COMPETITION REALTY LLC [CR] THE LEASING BROKER AND ITS AGENT(S), HAVE ACTED ON BEHALF OF THE LANDLORD AND AS THE LANDLORD'S AGENT. THE PARTIES ALSO CONFIRM, WITH RESPECT TO THEIR OWN REPRESENTATION, THAT DISCLOSURE OF THE AGENCY RELATIONSHIPS DESCRIBED HEREIN WAS MADE IN WRITING AT THE TIME SPECIFIC REAL ESTATE ASSISTANCE WAS PROVIDED BY THE BROKER AND ITS AGENT(S).



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THE UNDERSIGNED BROKER/AGENT HEREBY ACKNOWLEDGES RECEIPT FROM THE OFFERER(S) ON THIS _____ DAY OF _____, OF A NON-REFUNDABLE OFFER FEE IN THE SUM OF \$250.00 BY CASH OR CERTIFIED FUNDS PAYABLE TO COMPETITION REALTY LLC AS AN OFFER FEE ON THE PROPERTY.

Received By _____ DATE _____

The rents shown hereon are based on (i) the premises being taken as is;(ii)(a)no changes being made to this or (b)the lease or (c)landlord's rules/regulations either attached to this offer or obtained online in PDF format from www.realtycom.net [the Broker's web site]; (iii)a clear background and credit check on all offerer-parties shown on this offer; (iv)the tenant's business does not require a conditional or special permit/licenses to operate;(V)and all parties [partners/officers/managers and their spouses] endorsing all terms of this offer, the lease and landlord's rules and regulations - as evidenced by their manually affixed signatures below [on this offer].

The Offerer[s] herein named hereby offers to lease on _____ to Competition Realty LLC (Broker), as the leasing agent for the Landlord **(if [i] this proffer is not returned fully completed and executed by the offerer(s) and/or its principal[s] to the broker within 5 days of the aforesaid date - times is of the essence - [ii] the offerer makes any changes to the (a)lease offer, (b)the lease, or (c)the landlord's rules/regulations - this offer automatically becomes null and void)** the following described property located at:

PROPERTY ADDRESS: _____

(the Property) for occupancy beginning on _____ and ending on the _____ with deposits and rent to be paid as follows:

Offerers agrees to DEPOSIT (which is to be held by the **Broker Owner**) the sum of (\$_____.____) as a rental deposit and that the Landlord shall apply these deposits for the faithful performance of the lease [terms] - the said deposit to be paid as follows:
\$_____.00 at the execution of this offer.

RENT IS DUE LANDLORD WITHOUT PRIOR DEMAND BEING MADE AND WITHOUT OFFSET OF ANY KIND: MONTHLY INSTALLMENT SCHEDULE OF TERM RENTAL OF THE LEASED PREMISES SHALL BE PAID AS FOLLOWS:

\$	before or on the first day of each month during the 1st year of this lease from		to	
\$	before or on the first day of each month during the 2nd year of this lease from		to	
\$	before or on the first day of each month during the 3rd year of this lease from		to	
\$	before or on the first day of each month during the 4th year of this lease from		to	
\$	before or on the first day of each month during the 5th year of this lease from		to	

As a further part of the consideration of the lease, Tenant agrees that he will each year during the term of the lease, or any renewal, extensions, or taking of additional space, promptly pay to Landlord as additional rent, on demand, Tenant's proportionate share of REAL ESTATE TAXES, SPECIAL or other GOVERNMENTAL (federal, state, local)/MUNICIPAL (ASSESSMENTS)/TAXES of what ever nature, INSURANCE and utilities (water, sewage, electric, etc) - if applicable - on the herein described premises. Tenant's proportionate share shall mean the percentage arrived by dividing the square feet leased by Tenant by the total net leasable space in the building as determined by Landlord. Tenant's obligation to Landlord as set forth herein shall survive the expiration date of the lease and the expiration date of any renewal term thereof. The assessment, tax, insurance and utility bills/statements from the issuing authorities shall be sufficient evidence of the amount of the utility expense(s), insurance premium, assessment(s), and/or tax liability. The Landlord's intent is for the lease to be a net lease - with the tenant being responsible to pay all of the operational expenses of the property (insurance premiums, maintenance, utilities and repair expenses and taxes and assessments) so that the rental received by the landlord is entirely net to him over and above any of the operational expenses of the property and for the sums related to these items being due as additional rent when they occur and as herein provided for under the provisions of rent and additional rent payment(s) with the exception of any mortgage payments. Currently tenant's annual approximate proportionate share are: taxes(assessments): \$_____.____; insurance \$_____.____; utilities \$_____.____; other \$_____.____ with the tenant's monthly installment payment on these items being approximately \$_____.____ due as additional rent.

The Tenant shall, on demand, pay as additional rent for the succeeding month as set forth herein, any increase of premium for the insurance of the building or premises or any part, above the least hazardous rate that may be imposed in consequence of the use or occupation of the premises by the Tenant. The insurance bill shall be sufficient evidence of the amount of the increase of the insurance premium. Tenant shall, on demand, pay as additional rent, any and all monies due the Landlord as stipulated under the lease and these sums shall be cumulative. The demised premises shall be used for the purpose of conducting therein:

and for no other purpose whatsoever.

Offerer INFORMATION:

Has/is/have the offerer, co-offerer, principal[s] or any other herein named offerer(s) filed (i) insurance claims (ii) any form of Bankruptcy (iii) any (a) Judgements (b) liens that are (a) Outstanding (b) satisfied (iv) been garnished (v) any account delinquent/in collection (vi) party to a lawsuit? Yes ___ No ___

COMPANY NAME: (Legal Name)	
TRADING AS:	
COMPANY ADDRESS: (Legal Address)	
TELEPHONE NUMBER(s):	
Fax Number / E-mail Address/ Web URL	



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Type of Business (Sole/partnership/ LLC/corp.,Etc)	
NUMBER OF YEARS IN BUSINESS	
State and Date of Registration / Incorp	
Current Landlord/phone number	
YEARS AT THIS LOCATION	
FEDERAL I.D. NO.	
Offerer'S NAME	
Offerer's Social Security No	
HOME ADDRESS & PHONE NO.	
PREVIOUS HOME ADDRESS	
MAKE AND MODEL OF AUTO	
YEAR AND LICENSE NUMBER	
OWN/RENT HOME RENT/MORT	
CO-Offerer'S NAME	
Co-offerer's Social Security	
HOME ADDRESS & PHONE NO.	
PREVIOUS HOME ADDRESS	
MAKE AND MODEL OF AUTO	
YEAR AND LICENSE NUMBER	
OWN/RENT HOME RENT/MORT	

Offerer(S)' PERSONAL EMPLOYMENT AND INCOME INFORMATION

Offerer	CO-Offerer
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USE ADDITIONAL PAPER IF NECESSARY

	CURRENT	FORMER	CURRENT	FORMER
EMPLOYER				
EMPLOYER'S ADDRESS				
Employer's Phone No.				
TYPE OF BUSINESS				
HOW LONG EMPLOYED				
SUPERVISOR				
Take Home Pay from Employer				
OTHER INCOME				

*If less than two years give former employment

**Offerer need not disclose alimony, child support, or separate maintenance income or its source, unless offerer wishes it to be considered for the purposes of the lease.

	OFFERER		CO-OFFERER	
	WITH	ACCOUNT NUMBER	WITH	account number
CHECKING				
SAVINGS				
VISA				
MASTER CARD				
OTHERS				

MEMBERS / PARTNERS OR CORPORATE OFFICERS / USE ADDITIONAL PAPER IF NEEDED

NAME	TITLE	TELEPHONE



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<i>REGISTERED AGENT'S NAME</i>			
<i>REGISTERED AGENT'S ADDRESS</i>			

BANK REFERENCES (All Accounts Are To Be Given) USE ADDITIONAL PAPER IF NEEDED		
BANK NAME AND ADDRESS	ACCOUNT NUMBER(S)	CONTACT NAME AND PHONE

TRADE/CREDIT REFERENCES (List all outstanding balances use additional paper if necessary)		
TRADE REFERENCE AND ADDRESS	ACCOUNT NUMBER(S)	CONTACT NAME AND PHONE

Offerers:

[1] authorize the banks / References / Trade References herein named to release and discuss with landlord and broker any and all information that relates to the accounts here in named. If the Offerer(s) are making this offer to lease on the behalf of a business the Offerer(s) herein certify they are empowered to act on behalf of the Business and proffer for and sign the required documents to obtain the herein described lease - including the lease itself.

[2] Acknowledge that the headings appearing on this OTF are intended only for convenience of reference, and are not to be considered in construing this instrument.

[3] Acknowledge that there is no presumption against drafter of this OTL. Landlord and Tenant understand, agree, and acknowledge that: (i) this OTF has been freely negotiated by both parties **[and solely contains and expresses the benefits of their bargain]** as herein provided, including the lease and landlord's rules and regulations herein referenced and

stated]; and (ii) that, in the event of any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Lease, or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Lease or any portion thereof [iii] that the broker's assistance to the offerer in preparing this OTF is no more than a ministerial act.

By the Signatures of the offerer(s) below the offerer(s) acknowledge and affirm that they:

A. Have read and agree to the terms herein (consisting of 4 sequentially numbered pages which are numbered 1 through 4), the lease, and the landlord's rules and regulations and that they have been provided with [i] the lease (consisting of 12 sequentially numbered pages which are numbered 1 through 12 along with the addendums and exhibits referenced therein), [ii] the landlord's rules and regulations (consisting of 9 sequentially numbered pages which are numbered 1 through 9 along with the addendums and exhibits referenced therein) and [iii] an agency disclosure form - all of which is either attached to this offer and available online in PDF format from www.realtycom.net [the Broker's web site].

B. Agree to authorize the banks / References / Trade References herein named to release and discuss with landlord and broker any and all information that relates to the accounts here in named. If the Offerer(s) are proffering on the behalf of a business the Offerer(s) herein certify they are empowered to act on behalf of the Business and make this proffer to lease and sign the required documents to obtain the herein described lease - including the lease itself.

C. All documents submitted to the broker or landlord in support of this offer become the property of the broker or landlord.

Signature of Offerer
Signature of Co-Offerer
Signature of Co-Offerer
Signature of Co-Offerer

Offerer Do not Write Below

Offer Approved By	Date
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