



General Lease Application

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 © August 31, 2004, David M. Lindsey



IF 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 APPLICATION AND (II)ALL OTHER CONTRACTS OR (III) AGREEMENTS THAT RELATE TO THIS APPLICATION, ELECTRONIC SIGNATURE RULES DO NOT APPLY TO THIS (I)THIS APPLICATION AND (II)ALL OTHER CONTRACTS OR (III) AGREEMENTS THAT RELATE TO THIS APPLICATION. In this matter the application is/shall be considered complete only with [i] certified funds for the rental deposit(s) attached to this rental application [ii] certified funds for the first month's rent attached to this rental application, and [iii] manually-affixed original signatures on original documents. IT SHALL BE SUFFICIENT GROUNDS FOR THE LANDLORD OR BROKER TO [A] DECLINE THE APPLICANT(S') APPLICATION AND [B] retain the fees and monies/funds required to be submitted with this application (as liquidated damages - for the Landlord's and Broker's out of pocket expenses and efforts [time] expended in this matter) - for applicant(s') (A) Failure to (i) provide an original resolution [affixed with original manual signatures] from the applicants principal[s] - setting forth the applicant's authority from its principal[s] to act in this matter in/on the principal[s'] behalf [if this application is being submitted on behalf of any entity other than the individual applicant] (ii) fully complete or provide accurate/correct information as requested herein (B) applicant(s) changing [i] any part of this application [ii] Changing any part of the [i] lease, or the [ii] Landlord's Rules and Regulations which are attached and/or have been viewed at http://www.realtycom.net. This application shall become an Addendum to the lease.

APPLICANT(S) [FOR THE PURPOSES OF THIS APPLICATION AND THE LEASE HEREIN REFERENCED THE TERM APPLICANT SHALL INCLUDE ANY (I)INDIVIDUAL COMPLETING THIS APPLICATION - 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 APPLICANT(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 APPLICANT(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 APPLICANTS FOR THE PAST THREE YEARS (B) ANNUAL BUDGET FOR THE BUSINESS, (III) PROFESSIONAL RESUME OF THE APPLICANT'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 APPLICATION (B) DURING THE TERM(S) OF ANY LEASE OR ANY EXTENSION THEREOF RESULTING FROM THIS APPLICATION (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. APPLICANTS ALSO AUTHORIZE THE RELEASE OF INFORMATION (I) FROM THE BANKS AND REFERENCES HEREIN NAMED (II)CONTAINED ON THIS APPLICATION (III)OR SOUGH BY SUCH INQUIRIES (IV) FEDERAL/ STATE/LOCAL LICENSING AND TAXING AUTHORITIES. IN MAKING THIS APPLICATION, 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 APPLICANTS ARE ACQUAINTED. THIS INQUIRY INCLUDES INFORMATION AS TO CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS AND MODE OF LIVING AND CONDUCTING BUSINESS OF THE APPLICANT(S). APPLICANT(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 APPLICATION. IF THIS APPLICATION IS ACCEPTED BY THE BROKER OR LANDLORD, APPLICANT(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 APPLICANT(S) BY LANDLORD OR BROKER AND/OR BROKER'S AGENT AND APPLICANT(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 APPLICANT/TENANT RESPECTING ANY ITEM, ANY MATTER, CONDITIONS, EXCEPTION, TERMS, ETC. [AT THIS OR ANY FUTURE TIME] THAT RELATE TO THIS APPLICATION 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 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).

THE UNDERSIGNED BROKER/AGENT HEREBY ACKNOWLEDGES RECEIPT FROM THE APPLICANT(S) ON THIS _____ DAY OF _____, _____ OF A NON-REFUNDABLE APPLICATION FEE IN THE SUM OF \$250.00 BY CASH OR CERTIFIED FUNDS PAYABLE TO COMPETITION REALTY LLC AS AN APPLICATION 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 lease application or (b)the lease or (c)landlord's rules/regulations attached hereto; (iii)a clear background and credit check on all applicant-parties shown on this application; (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 application, the lease and landlord's rules and regulations - as evidenced by their manually affixed signatures below [on this application].

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

The Applicant(s) initials herein is an affirmation that the Applicant(s) have read, understand and agree to all items on this page.



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| | |
|-------------------|---|
| PROPERTY ADDRESS: | 4807 VIRGINIA BEACH BOULEVARD / VIRGINIA BEACH / VA 23462 |
|-------------------|---|

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

Applicants agrees to DEPOSIT (which is to be held by the **Broker—Owner**) the sum of (\$5070) 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:\$5070.00 at the execution of the lease;

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:

| | | | |
|---------|---|----|--|
| \$ 3500 | before or on the first day of each month during the 1st year of this lease from | to | |
| \$ 3675 | before or on the first day of each month during the 2nd year of this lease from | to | |
| \$ 3859 | before or on the first day of each month during the 3rd year of this lease from | to | |
| \$ 4052 | before or on the first day of each month during the 4th year of this lease from | to | |
| \$ 4255 | 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):\$2060; insurance \$200; utilities \$n/a_____.; other \$222 **with the tenant's monthly installment payment on these items being approximately \$207.00 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.

APPLICANT INFORMATION:

Has/is/have the applicant, co-applicant, principal[s] or any other herein named applicant(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 | |
| Type of Business (Sole/partnership/ LLC/corp.,Etc) | |
| NUMBER OF YEARS IN BUSINESS | |
| State and Date of Registration / Incorporation | |
| Current Landlord/phone number | |
| YEARS AT THIS LOCATION | |
| FEDERAL I.D. NO. | |
| APPLICANT'S NAME | |
| Applicant's Social Security No | |

The Applicant(s) initials herein is an affirmation that the Applicant(s) have read, understand and agree to all items on this page.



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| | |
|--------------------------------|--|
| HOME ADDRESS & PHONE NO. | |
| PREVIOUS HOME ADDRESS | |
| MAKE AND MODEL OF AUTO | |
| YEAR AND LICENSE NUMBER | |
| OWN/RENT HOME RENT/MORT | |
| CO-APPLICANT'S NAME | |
| Co-applicant's Social Security | |
| HOME ADDRESS & PHONE NO. | |
| PREVIOUS HOME ADDRESS | |
| MAKE AND MODEL OF AUTO | |
| YEAR AND LICENSE NUMBER | |
| OWN/RENT HOME RENT/MORT | |

APPLICANT(S)' PERSONAL EMPLOYMENT AND INCOME INFORMATION

| | | | |
|--|------------------|---------------------|--|
| | APPLICANT | CO-APPLICANT | |
|--|------------------|---------------------|--|

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

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

APPLICANTS 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 APPLICANT(S) ARE APPLYING ON THE BEHALF OF A BUSINESS THE APPLICANT(S) HEREIN CERTIFY THEY ARE EMPOWERED TO ACT ON BEHALF OF THE BUSINESS AND APPLY FOR AND SIGN THE REQUIRED DOCUMENTS TO OBTAIN THE HEREIN DESCRIBED LEASE - INCLUDING THE LEASE ITSELF.

| | | | |
|--|------------------|---------------------|--|
| | APPLICANT | CO-APPLICANT | |
|--|------------------|---------------------|--|

| | 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 |
|------|-------|-----------|
| | | |
| | | |
| | | |

REGISTERED AGENT'S NAME

REGISTERED AGENT'S ADDRESS

BANK REFERENCES (All Accounts Are To Be Given) USE ADDITIONAL PAPER IF NEEDED

| BANK NAME AND ADDRESS | ACCOUNT NUMBER(S) | CONTACT NAME AND PHONE |
|-----------------------|-------------------|------------------------|
| | | |

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TRADE/CREDIT REFERENCES (List all outstanding balances use additional paper if necessary)

| TRADE REFERENCE AND ADDRESS | ACCOUNT NUMBER(S) | CONTACT NAME AND PHONE |
|-----------------------------|-------------------|------------------------|
| | | |
| | | |
| | | |

By the Signatures of the applicant(s) below the applicant(s) acknowledge and affirm that they agree to:

A. The terms herein, the lease, and the landlord’s rules and regulations and that they have been provided with [i] the lease, [ii] the landlord’s rules and regulations and [iii] an agency disclosure form either attached to this application or obtained online in PDF format from www.realtycom.net [the Broker’s web site].

B. Applicants 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 Applicant(s) are applying on the behalf of a business the Applicant(s) herein certify they are empowered to act on behalf of the Business and apply for 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 application become the property of the broker or landlord.

| |
|---------------------------|
| Signature of Applicant |
| Signature of Co-Applicant |
| Signature of Co-Applicant |
| Signature of Co-Applicant |

Applicant Do not Write Below

| | |
|-------------------------|------|
| Application Approved By | Date |
|-------------------------|------|

The Applicant(s) initials herein is an affirmation that the Applicant(s) have read, understand and agree to all items on this page.