

Merabi and Sons, LLC.
Virtual Executive Suites, and Offices Rental Application

Date _____ Applicant Name (as it will appear on the Lease Agreement) _____

Property # _____ Space # _____ Term _____ Rate _____ List _____

Type of Ownership (circle one): Corporation Partnership Sole Proprietorship Federal Tax ID# _____

If Corporation: State of Incorporation _____ Date of Incorporation _____ Corp ID # _____

Type of Business _____ Current Phone # _____ Date Established _____

Broker Referral? YES & NO Tenant Referral? YES & NO TI Work Y or N (if Y State \$) _____

Services you are inquiring about : _____

PLEASE PROVIDE INFORMATION FOR THE INDIVIDUAL(S) WHO WILL BE EXECUTING THIS LEASE AN DSIGNING AS THE GUARANTOR(S)

Name _____ Title _____ Social Security # _____

Home Address _____ City _____ State _____ Zip Code _____

Driver LIC#: _____ PASS PORT # _____ COUNTRY: _____

Name _____ Title _____ Social Security # _____

Home Address _____ City _____ State _____ Zip Code _____

LANDLORD REFERENCES

Lessor _____ Current Address _____ Lessor Contact & Phone # _____

Monthly Rent _____ Initial Term of Lease _____ Length of Occupancy _____

Reason for Leaving /Comments _____

BANK ACCOUNT INFORMATION

Bank Name _____ Account # _____ Contact and Phone # _____

Bank Name _____ Account # _____ Contact and Phone # _____

Has this business, its officers, partners or owners ever been delinquent in any payment of any financial obligation? If yes, please explain:

The information on this application is true and correct to the best of my/our knowledge. I/We hereby authorize Merabi and Sons, LLC. Or its agents to obtain either a consumer or investigative credit report and to verify all information by contacting the sources listed herein, or any other sources available. I/We understand that information that is inaccurate, or cannot be verified may result in this application being denied. **In addition, I acknowledge and agree to pay a \$25.00 non-refundable credit application fee to verify information contained herein.**

TERMS AND CONDITIONS

This Agreement shall be effective, and its obligations commence, upon the date of execution by the parties. If either party desires to cancel this Agreement it shall give the other party written notice of its intent to cancel at least thirty(30) days in advanced of the desired cancellation date. Upon termination of this Agreement, Client shall surrender the equipment as outlined on the front of this Agreement ("Equipment") in good repair (ordinary wear and tear resulting from the proper use excepted) by permitting MAS to enter Clients premises for the sole purpose of re-installing and repossessing the Equipment.

The Equipment shall be kept at the location specified on the front side of this Agreement, and shall not be removed therefore without MAS prior written consent. Client shall use the Equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance. MAS will keep the Equipment in good repair and furnish all parts and devices required therefore. Client agrees to use only MAS provided equipment in Client's offices, and that Client shall not make any alterations, additions or improvements to the Equipment nor change any outlets or jacks without the proper use thereof, and no such loss or damage to any or all the equipment shall relieve Client of any of its obligations under agreement, including but not limited to the obligation to pay rent.

Payment for balances shall be due MAS from the Client within then (10) days from the invoice date. Payments not received by MAS by the due date shall accrue interest charges of one and one half percent (1 ½%) per month until paid in full. Client agrees that any outstanding balance(s) due MAS at termination of this Agreement may be deducted from any security deposit held by MAS for any of Client's accounts with MAS. If payment for all charges billed to Client has not been received by the due date, or any extension thereof in writing permitted by MAS, MAS may, at its sole discretion and without prior notice, terminate this Agreement in part or in whole. MAS shall have the right, without notice, to remove the Equipment from Client's premises or service without legal process. Client agrees to pay MAS any and all litigation costs, including but not limited to attorney's fees, incurred by MAS in the collection of unpaid accounts and repossession of the Equipment. MAS reserves the right to require a cash deposit of a minimum of one (1) month's projected usage as security for the services described herein.

Client shall and hereby does release MAS, its parents, subsidiaries and affiliates, from any and all claims, actions, proceedings, costs, expenses, damages and liabilities, including but not limited to attorney's fees, whether at law or in equity, arising out of or related to the services provided, or to be provided, by the MAS

Merabi and Sons, LLC.

Virtual Executive Suites, and Offices Rental Application

pursuant to this Agreement, including but not limited to any loss, damages or cost of any kind or nature caused by or resulting from the interruption, failure or breakdown of said service or equipment, or the negligence of MAS. Client's sole remedy for damage or loss arising out of related to interruption, failure or breakdown of said service or equipment, or the negligence of MAS, shall be refund by MAS of the charges to Clients for the period of such service interruption or outage. Client further agrees to defend (with counsel acceptable to MAS), indemnify, and hold MAS harmless from any loss, cost, claim, or damage, resulting, directly or indirectly, from fraudulent or unauthorized use of the Equipment, or the services provided, by MAS pursuant to this Agreement. The parties' obligations under this Agreement are subject to, any consequence thereof caused or occasioned by, or due to, fire, blood, water, the elements, labor disputes malfunction of any equipment or any consequence thereof caused or occasioned by, or due to, fire, flood, water, the elements, labor disputes and shortages, utility curtailments, power failures, explosions, riot, civil unrest, war, terrorist acts, disturbances, governmental requisitions, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any other cause beyond the parties' reasonable control. Further, MAS makes no warranty, whether expressed or implied, with respect to the services provided hereunder or the Equipment, and expressly disclaims any warranty of merchantability, or warranty of fitness for a particular purpose.

Client agrees to keep in the strictest confidence all information identified by MAS as confidential, or which from the circumstance and adherence to common business practices in good faith ought to be treated as confidential, such as, but not limited to, information relating to MAS's products, services, methods of operation, price lists, customer lists, or other information about or concerning the business affairs of MAS, its parent company, or its affiliated or subsidiary companies, which client may acquire or become familiar with in connection with or as a result of the performance of this Agreement. It is hereby understood that should any such confidentiality be breached, such breach may cause MAS significant damages for which client will be liable.

ANY DISPUTE, CLAIM OR CONTROVERSY IN EXCESS OF \$5,000 ARISING OUT OF RELATING TO THIS AGREEMENT OR BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE DETERMINED BY ARBITRATION IN LOS ANGELES, CALIFORNIA, BEFORE A SOLE ARBITRATOR, IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA FOR AGREEMENTS MADE IN AND TO BE PERFORMED IN THAT STATE. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ISTS STREAMLINED ARBITRATION RULES AND PROCEDURES. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE ARBITRATION SHALL, IN THE AWARD, ALLOCATE ALL OF THE COSTS OF THE ARBITRATION (AND THE MEDIATION, IF APPLICABLE). INCLUDING THE FEES OF THE ARBITRATOR AND THE REASON ATTORNEY'S FEES OF THE PREVAILING PARTY, AGAINST THE PARTY WHO DID NOT PREVAIL.

The failure of either party hereto to enforce or insist upon compliance with any of the provisions of the Agreement, or the waiver thereof, in any instance, shall not be construed by the other party as a general waiver or relinquishment of any other provision of this Agreement, but the same shall, nonetheless, be and remain in full force and effect.

This Agreement shall in all respects be governed by and construed and enforced in accordance with the laws of the State of California, including all matters of construction, validity, and performance. If any provision of this Agreement or its application shall be held invalid, I illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of all other provisions and illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of all other provisions and applications hereof shall not in any way be agented or impaired. Furthermore, Client acknowledges that it has elected to be served by a private utility that it is not a consumer, a member of the general public or a portion thereof seeking protection by or from the Public Utilities Commission, and that it hereby waives any and all right to such protection it has, or may have, whether now or hereafter.

Client may not assign this Agreement, nor assign any interest in or to any of the equipment described herein, to any entity, person or persons without the prior written consent of MAS. MAS reserve the right to assign this Agreement or any interest in or to any of the Equipment at its sole discretion. Further, Client understands that any telephone numbers assigned to Client are the sole property of MAS and are not transferable when service is discontinued. Client may not place a display advertisement in any telephone directory or order a calling card or telephone directory listing under the assigned telephone number without the prior written consent of MAS. Such consent shall not entitle Client to compensation if this Agreement is terminated by MAS prior to the end of the effective date(s) of any such directory or listing.

This Agreement supersedes all prior agreements, promises, understandings, statements, representations, warranties, indemnities and covenants and all inducements to the making of this Agreement relied upon by either party hereto, whether written or oral, with respect to the subject matter hereof and embodies the parties' completed and entire agreement with respect to the subject matter hereof. No statement of agreements, oral or written, made before the execution of this Agreement shall vary or modify the written terms hereof in any way whatsoever. The terms and conditions of this Agreement shall apply to any and all future changes, additions or modifications of service as requested by Client and approved by MAS.

Rates are subject to change by Merabi and Sons, Inc & Merabi and Sons LLC. at any time, without notice

BY: CLIENT

BY: MERABI AND SONS, INC & Merabi and Sons LLC

NAME TITLE

NAME TITLE

DATE

DATE

GUARANTORS, OFFICERS OR PARTNERS (Named Above) MUST SIGN BELOW

Name _____ Title _____ Date _____
Name _____ Title _____ Date _____

MERABI AND SONS USE ONLY

LEASE INFORMATION TO BE ENTERED BY SUITE MANAGER

Approved _____ Denied _____
Attachments: TRW
Bank Rating D&B
LL Ref 10K ' Fin. Report Photo ID
Personally Guarantee: YES – NO _____

Credit Risk Score: Name: _____ Risk Score _____

Bank Accounting Rating: Account # _____ Rating _____ Account # _____ Rating _____

Landlord Reference Comments _____

Additional Comments _____

