

ATRIUM EXECUTIVE BUSINESS CENTERS

TERMS & CONDITIONS

WHEREAS, Operator operates office business centers herein called Atrium Executive Business Centers, located at 5068 W. Plano Parkway, Suite 300, Plano, Texas 75093; 740 E. Campbell, Suite 900, Richardson, Texas 75081; 1333 W. McDermott Dr., Suite 200, Allen, Texas 75013, 5700 Granite Parkway, Suite 200, Plano, Texas 75024, 4150 International Plaza, Suite 600, Fort Worth, Texas 76109; 777 Main Street, Suite 600, Ft. Worth, Texas 76102; and 401 E. Corporate Dr., Suite 100, Lewisville, Texas 75057; 600 Six Flags Drive, Suite 400, Arlington, TX 76011. (“Office Business Centers”).

TERM: Client hereby requests the Phone Only Program from Operator within the Office Business Centers, for six (6) months beginning, _____, 2009. Upon the expiration of the initial term, this agreement shall be automatically extended for successive six (6) month periods (each such (6) six month period herein referred to as a “term”), unless either Operator or Client provides written notice to the other thirty (30) days prior to the expiration of the applicable term. Said thirty (30) day notice shall become effective on the first (1st) day of the month following receipt thereof.

BASE RENT: Client agrees to pay a monthly Base Rent in the amount of \$75.00, payable in advance on the first day of each month. The Base Rent amount includes an incoming telephone line, automatic call paging, and a voice mail box. Additional services are available at an extra charge at the rate set by Operator, including but not limited to, a phone instrument, office space, additional phone lines, Internet access, and conference room use. Client shall pay additional fees for word processing, use of copy machine, fax, postage meter, other mailing services, catering, office supplies, courier fees, etc. on an as used basis. This Phone Only Program does not include the acceptance of mail or packages. All services will be invoiced on a monthly basis.

PAYMENT: Upon execution of this agreement, Client agrees to pay the first month’s rental of \$75.00 and an installation charge of \$75.00.

LATE CHARGES: If monthly payment for rent is not paid by the 5th day of the month in which due, there will be added to amount due a late charge of ten percent (10%) of the amount due. In addition, without notice, Operator may elect to place a password on the voicemail account restricting Client’s access. Operator may also suspend any additional services including but not limited to conference room use, call patching, copies, etc. Client will then be charged a \$25.00 lock out fee. If a check tendered by Client is returned for insufficient funds, uncollected funds or stopped payment, there shall be a twenty-five dollar (\$25.00) service charge.

ASSIGNMENT: Client shall not assign this Agreement without Operator’s prior written approval.

NUISANCE: Client shall control his conduct and that of his employees and invitees in such a manner as to not create a nuisance nor interfere with or disturb Operator or other clients of Operator.

COLLECTION: In the event that Operator shall hire an attorney to collect any amounts due hereunder, the amount of such attorney's fees shall be added to the amount due by Client.

NOTICES: All notices, demands or approvals given or required to be given by either party to the other hereunder shall be in writing, sent by United States certified mail, postage prepaid, return receipt requested, deemed to be received three (3) days after sent, or delivered by a nationally-recognized overnight delivery service.

ENTIRE AGREEMENT: This agreement shall replace all prior negotiations, agreements or representations and may only be modified in writing signed by the party to be bound.

DEFAULT: In the event that Client shall default in the prompt payment of rent when same is due, or violate, or omit to perform any of the provisions of the Agreement as herein written, Operator may send written notice of such default to Client. Upon receipt, Client shall have three (3) days to completely cure said default.

EXECUTION: The undersigned, hereby expressly guarantees the full performance of payment of any and all sums due Operator by reason of the terms hereof and agree that all obligations of Client.