



| Executive Suites @ Uptown Tower (the "Operator") | | Client Address | |
|--|--|----------------|--|
| 4144 North Central Expressway | | Company Name: | |
| Suite 600 | | Contact Name: | |
| Dallas, TX 75204 | | Address: | |
| (P) (214) 824-7888 | | Address: | |
| (F) (214) 824-7891 | | Phone: | |
| | | Mobile: | |
| uptownes@whitestonereit.com | | E-mail: | |

| Office Payment Details (excluding tax) | | | |
|--|---------------------|--------------|--------------------------|
| Office Number | Market Office Price | Service Fees | Total Monthly Office Fee |
| | | | |
| | | | |
| | | | |
| | | | |
| Total per Month | | | |

| Total Start Up Fees | |
|-------------------------|--|
| First Month's Fee | |
| Service Retainer | |
| Total to Move In | |

| Term of Agreement | Start Date | End Date |
|-------------------|------------|----------|
| | | |

Comments:

This Agreement incorporates our terms of business set out on attached Terms and Conditions which you confirm you have read and understand. We both agree to comply with those terms and our obligations as set out in them.

Name (printed) _____

Name (printed) _____

Title _____

Title _____

Date _____

Date _____

Signature (Client)

Signature (Client)

1. This Agreement

1.1 Nature of this Agreement: This agreement is the commercial equivalent of an agreement for Accommodation(s) in a hotel. The whole of the Executive Suites (the "Suite"s) remains in Operator's possession and control. The Client accepts that this agreement creates no tenancy interest, leasehold estate or other real property interest in the Client's favor with respect to the Accommodation(s). Operator is giving the Client the right to share with Operator the use of the Center on these terms and conditions, as supplemented by the building rules and regulations, so that Operator can provide the services to the Client. This agreement is personal to the Client and cannot be transferred to anyone else. This agreement is composed of the front page describing the Accommodation(s), the present terms and conditions and the building rules and regulations.

1.2 Comply with Building Rules and Regulations: The Client must comply with any Building Rules and Regulations which Operator imposes generally on users of the Center. The Building Rules and Regulations are an integral part of the move in packet which the Client will receive upon move in.

1.3 Duration: This agreement lasts for the period stated in it and then will be extended automatically for successive periods equal to the initial term but no less than three (3) months (or such other renewal term that has been agreed between Operator and the Client) until brought to an end by the Client or by Operator. All periods shall run to the last day of the month in which they would otherwise expire. The fees on any renewal will be at the prevailing market rate.

1.4 Bringing this agreement to an end: Either Operator or the Client can terminate this agreement at the end date stated in it, or at the end of any extension or renewal period, by giving at least three (3) months written notice to the other. However, if this agreement, extension or renewal is for three months or less and either Operator or the Client wishes to terminate it, then the notice period is two (2) months or (if shorter) one week less than the period stated in this agreement.

1.5 Ending this agreement immediately: To the maximum extent permitted by applicable law, Operator may put an end to this agreement

immediately by giving the Client notice and without need to follow any additional procedure if the Client becomes insolvent, bankrupt, goes into liquidation or becomes unable to pay its debts as they fall due, or the Client is in breach of one of its obligations which cannot be put right or which Operator has given the Client notice to put right and which the Client has failed to put right with fourteen (14) days of that notice, or its conduct, or that of someone at the Center with its permission or invitation, is incompatible with ordinary office use.

If Operator puts an end to this agreement for any of these reasons it does not put an end to any outstanding obligations, including additional services used and the monthly office fee for the remainder of the period for which this agreement would have lasted.

1.6 When this agreement ends: the Client is to vacate the Accommodation(s) immediately, leaving the Accommodation(s) in the same condition as it was when the Client took it. Operator reserves the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear. If the Client leaves any property in the Center, Operator may dispose of it at the Client's cost in any way Operator chooses without owing the Client any responsibility for it or any proceeds of sale.

If the Client continues to use the Accommodation(s) when this agreement has ended; the Client is responsible for any loss, claim or liability Operator incurs as a result of the Client's failure to vacate at the end of the term. Operator may permit the Client an extension that will be subject to a surcharge on the monthly office fee.

1.7 Notices: All notices to Operator should be sent to uptownes@whitestonereit.com.

1.8 Applicable law: This agreement is interpreted and enforced in accordance with the applicable governmental law, ordinance, rule or regulation. Operator and Client both accept the exclusive jurisdiction of the courts. If any provision of these terms and conditions is held void or unenforceable under the applicable law, the other provisions shall remain in force.

1.9 Enforcing this agreement: The Client must pay any reasonable and proper costs including legal fees that Operator incurs in enforcing this agreement.

2. Services and Accommodation(s)

2.1 Office Accommodation(s): Operator is to provide the number of serviced office Accommodation(s) for which the Client has agreed to pay in the Center stated in this agreement. This agreement lists the Accommodation(s) Operator has initially allocated for the Client's use. Operator has the right to relocate Client to different Accommodation(s), but these Accommodation(s) will be of reasonably equivalent size and Client will be notified with respect to such different Accommodation(s) in advance.

2.2 Internet Service: Operator does not make any representations as to the security of the provided network (or the Internet) or of any information that the Client places on it. Client is responsible for whatever security measures it believes are appropriate to its circumstances. Operator cannot guarantee that a particular degree of availability will be attained in connection with the Client's use of the provided network (or the internet).

2.3 Access to the Accommodation(s): Operator may need to enter the Client's Accommodation(s) and may do so at any time. Unless there is an emergency or the Client has given notice to terminate, Operator will attempt to notify the Client verbally or electronically in advance of entering the Accommodation(s). Operator will also endeavor to respect reasonable security procedures to protect the confidentiality of the Client's business.

2.4 Availability of Accommodation(s): If for any reason Operator cannot provide the Accommodation(s) stated in this agreement by the date when this agreement is due to start, it has no liability to the Client for any loss or damages but the Client may cancel this agreement without penalty. Operator will not charge the Client the monthly office fee for Accommodation(s) the Client cannot use until it becomes available.

2.5 The Client is liable for any damages: caused by it or those in the Center with the Client's permission or at the Client's invitation whether express or implied, including but not limited to all employees, contractors, agents or other persons present on the premises.

2.6 The Client must not install: any cabling, IT or telecom connections without Operator's consent, which Operator may refuse at its absolute discretion. As a condition to Operator's consent, the Client must permit Operator to oversee any installations.

2.7 Insurance: It is the Client's responsibility to arrange insurance for its own property which it brings in to the Center and for its own liability to its employees and to third parties.

3. Use

3.1 The Client must only use the Accommodation(s) for general office purposes. Office use of a "retail" or "medical" nature, involving frequent visits by members of the public, is not permitted.

3.2 Use of the Center address: The Client may use the Center address as its business address. Any other uses are prohibited without Operator's prior written consent.

4. Compliance

4.1 Comply with the law: The Client must comply with all relevant laws and regulations in the conduct of its business. The Client must do nothing illegal in connection with its use of the Suites. The Client must not do anything that may interfere with the use of the Center by Operator or by others, cause any nuisance or annoyance, increase the insurance premiums Operator has to pay, or cause loss or damage to Operator.

5. Operator's Liability:

Operator shall not be liable for any injury to person, damage to property or, to Client's business arising from any cause except Operator's gross negligence or willful wrongdoing.

6. Fees

6.1 The Client agrees to pay promptly: (i) all sales, use, excise and any other taxes and license fees which it is required to pay to any governmental authority and (ii) any taxes paid by Operator to any governmental authority that are attributable to the Accommodation(s), including, without limitation, any gross receipts, rent and occupancy taxes, tangible personal property taxes, stamp tax or other documentary taxes and fees.

6.2 Service Retainer/Deposit: The Client will be required to pay a service retainer/deposit equivalent to one (1) month of the monthly office fee upon entering into this agreement unless a different amount is specified on this agreement. This will be held by Operator as security for performance of all the Client's obligations under this agreement. The service retainer/deposit, or any balance after deducting outstanding fees and other costs due to Operator, will be returned to the Client after the Client has settled its account with Operator and funds have cleared.

6.3 Operator may require the Client to pay an increased retainer: if outstanding fees exceed the service retainer/deposit held and/or the Client frequently fails to pay Operator when due.

6.4 Late payment: If the Client does not pay fees when due, a 5% fee of total amount overdue will be charged. If the Client disputes any part of an invoice, the Client must pay the amount not in dispute by the due date or be subject to late fees. Operator also reserves the right to withhold services (including for the avoidance of doubt, denying the Client access to its Accommodation(s)) while there are any outstanding fees and/or interest or the Client is in breach of this agreement.

6.5 Insufficient funds: The Client will pay a fee of twenty-five (\$25) dollars for any returned check or any other declined payments due to insufficient funds.

6.6 Renewal: Operator will increase the monthly office fee at each new renewal term by a percentage amount equal to the increase in the Consumer Price Index ("CPI") or to the stated office market rate, whichever is greater.

6.7 Standard services: The monthly office fee and any recurring services requested by the Client are payable monthly in advance. Unless otherwise agreed in writing, these recurring services will be provided by Operator at the specified rates for the duration of this agreement (including any renewal).