

ABA PRIVATE OFFICE MEMBERSHIP AGREEMENT

ABA Platinum Club • The Oak Building, Argyle, Texas

This Private Office Membership Agreement (this “**Agreement**”) is entered into and effective as of _____, 2026 (the “**Effective Date**”), by and between **Argyle Business Association, LLC**, a Texas limited liability company (“**ABA**”), and _____ d/b/a Signarama (“**Member**”). ABA and Member are each a “**Party**” and together the “**Parties**.”

1. PURPOSE AND NATURE OF AGREEMENT

ABA operates a business community, executive office program, and professional workspace known as the ABA Platinum Club, located within premises that ABA occupies as a tenant (the “**Facility**”). This Agreement grants Member a limited, revocable, non-exclusive license and membership privilege to use a designated private office and related amenities within the Facility, subject to the terms below.

This Agreement is a membership and office-use license. It is **not** a lease, and it is **not** intended to create, and shall not be construed to create, a landlord-tenant relationship, a sublease, an easement, a leasehold estate, or any other interest in real property. As between ABA and Member, ABA retains legal possession, dominion, and control of the Office and the entire Facility. Member’s rights are personal to Member, are subordinate to ABA’s operation of the Facility, and may be revoked or suspended as provided in this Agreement.

2. SUBORDINATION TO ABA’S MASTER LEASE

ABA occupies the Facility as a tenant under a lease with the building owner (the “**Master Lease**”). This Agreement is subject and subordinate in all respects to the Master Lease and to any agreement or matter to which the Master Lease is subordinate. Member’s rights under this Agreement are derived from, and limited by, ABA’s rights under the Master Lease, and Member shall not take any action, or use the Office in any manner, that would violate or jeopardize the Master Lease. If the Master Lease terminates, expires, or is modified for any reason, this Agreement terminates or is modified concurrently to the same extent, automatically and without liability to ABA, and Member shall promptly vacate the Office. ABA makes no representation or warranty regarding the building, its owner, or the continued availability of the Facility.

3. OFFICE ASSIGNMENT AND ABA’S RESERVED RIGHTS

ABA assigns Member the non-exclusive use of the following office (the “**Office**”):

Office Number: _____

Location: The Oak Building, 125 FM 407, Argyle, Texas 76226.

ABA reserves the right, in its sole discretion and upon reasonable notice, to relocate Member to a comparable office within the Facility if operational, maintenance, safety, or business needs require. ABA and its authorized personnel may enter the Office at any reasonable time, and at any time in the event of an emergency, suspected violation of this Agreement, or to provide services, perform maintenance, inspect, ensure compliance, or show the Office to prospective members. Member is not granted exclusive possession of the Office for any purpose, including under Texas law.

4. TERM, RENEWAL, AND TERMINATION

The initial term begins on _____ and continues for an initial term of twelve (12) months, automatically renewing for successive twelve (12)-month terms unless terminated as provided below, or unless it terminates earlier under the Master Lease provision above.

Member may terminate this Agreement, or elect not to renew, by giving ABA at least ninety (90) days' advance written notice. Member remains responsible for all fees through the end of the ninety (90)-day notice period (or, if later, the date Member fully vacates and returns all access credentials). If Member has prepaid fees for a period extending beyond that date, ABA will refund the unused prepaid portion on a prorated daily basis. If Member vacates, ceases using the Office, or terminates without having given ABA the full ninety (90) days' written notice, Member shall instead pay ABA an early-departure charge equal to ninety (90) days of membership fees (calculated as 90/365 of the annual fee, i.e., approximately \$2,959), which ABA may deduct from any prepaid fees or the security deposit, and Member forfeits any prepaid fees up to that amount.

ABA may terminate this Agreement (a) at any time for convenience upon thirty (30) days' written notice, in which case ABA will refund the unused prepaid portion of the annual fee on a prorated daily basis; or (b) immediately, without a cure period and without refund, upon any default described in the Default and Remedies section below, or upon any conduct ABA reasonably determines to be unlawful, unsafe, threatening, fraudulent, or materially harmful to the Facility, its members, staff, or reputation.

If Member holds over or fails to remove its property after termination or expiration, Member shall pay a holdover fee equal to one hundred fifty percent (150%) of the daily-equivalent membership fee (the annual fee divided by 365), prorated daily, plus all costs ABA incurs to recover the Office. Holdover does not renew or extend this Agreement or create any tenancy.

5. MEMBERSHIP FEE AND PAYMENT TERMS

Member shall pay ABA an annual office membership fee of \$12,000.00 per year, due in advance in a single payment on the first day of each annual term, without invoice, demand, deduction, setoff, or counterclaim. The annual fee is non-refundable except as expressly provided in the Term section of this Agreement.

- Late payment. Payments received more than five (5) days after the due date may incur a late fee of \$50, plus interest on the past-due balance at the lesser of 1.5% per month or the maximum rate permitted by law.
- Returned payments. A fee of \$50 applies to any returned, declined, reversed, or charged-back payment, in addition to any late fee.
- Access-credential fee. If applicable, Member shall pay a one-time key/access-credential fee of \$_____.
- Fee adjustments. ABA may adjust the membership fee for any renewal term upon at least thirty (30) days' written notice before that term begins. Member's continued use of the Office after the effective date constitutes acceptance of the adjusted fee.
- Application of payments. ABA may apply any payment received to the oldest outstanding balance or to any category of charge in its discretion, regardless of any notation by Member.

- Auto-pay. If Member places a payment method on file, Member authorizes ABA to charge all fees due under this Agreement to that method until all amounts are paid in full.

6. SECURITY DEPOSIT

Upon signing, Member shall pay a security deposit of \$1,000.00 to secure Member's obligations. ABA may apply the deposit to unpaid fees, late charges, cleaning, repairs beyond ordinary wear, or any other amount Member owes. The deposit is not rent, does not bear interest, and is not Member's final-month payment. ABA will return any unused portion, without interest, within sixty (60) days after Member fully vacates, returns all access credentials, and satisfies all obligations.

7. INCLUDED BENEFITS

Subject to availability, ABA policies, and Member's good standing (current on all fees and in compliance with this Agreement), Member shall receive:

- Non-exclusive use of the assigned Office
- High-speed internet access
- Access to common areas
- Access to kitchen and coffee areas
- Participation in ABA networking activities
- Listing as an ABA member at the applicable membership level
- Access to conference and meeting rooms under ABA scheduling policies

Access hours. Subject to Member's good standing and ABA's rules and security procedures, Member is granted access to its assigned Office and the common areas of the Facility twenty-four (24) hours a day, seven (7) days a week, using the access credentials ABA issues. Access credentials are personal to Member and may not be shared, loaned, copied, or transferred.

When entering or leaving outside ABA's staffed business hours, Member is responsible for securing the Office and Facility entry points, including ensuring that doors lock behind Member and that no unauthorized person is admitted. ABA may suspend, restrict, or change access, or revoke credentials, at any time for security, nonpayment, policy violations, operational needs, or as required under the Master Lease.

Video surveillance. The Facility's common areas, entrances, hallways, and other shared spaces are monitored by security cameras that may record twenty-four (24) hours a day, seven (7) days a week, and the building owner may operate additional cameras. By using the Facility, Member, and Member's employees, guests, clients, and invitees, acknowledge and consent to this recording. ABA is not obligated to monitor the cameras or to record or retain any footage, and ABA is not liable for any camera malfunction or for any failure to detect, prevent, or respond to any act. All footage is ABA's property and may be used for security purposes and to enforce this Agreement. Cameras are not placed inside Member's private Office.

All benefits, amenities, and services are provided on an "AS IS" and "AS AVAILABLE" basis. ABA may add, reduce, modify, suspend, or discontinue any amenity or service at any time without liability and without reducing the membership fee.

8. MEMBER RESPONSIBILITIES AND CONDUCT

Member agrees to:

- Maintain the Office in a clean, safe, and professional condition
- Conduct business consistent with ABA's values, culture, and professional standards
- Comply with this Agreement, all ABA House Rules, all building rules, and all applicable laws
- Respect other members, staff, guests, and all shared spaces
- Promptly report maintenance, safety, or security concerns
- Be responsible for the acts and omissions of Member's employees, guests, clients, and invitees

Member shall not create excessive noise, odors, hazards, nuisance, or disruption, and shall not interfere with the quiet enjoyment or operations of the Facility.

Fragrance-free and fire-safety policy. The Facility is a fragrance-free and flame-free environment. Member, and Member's employees, guests, clients, and invitees, shall not wear or apply perfume, cologne, or other strongly scented personal products while at the Facility, and shall not bring, use, store, or keep candles, incense, open flames, wax warmers, air fresheners, diffusers, plug-ins, or other scent-emitting devices in the Office or anywhere in the Facility. ABA may treat any violation of this policy as a default.

Respect for others' space. Member shall access and use only its own assigned Office and the shared common areas. Member, and Member's employees, guests, clients, and invitees, shall not enter, attempt to enter, or use any other member's office or assigned space without that member's and ABA's prior permission, and shall not disturb, tamper with, remove, or use the property of ABA or any other member. This applies at all times, including during unstaffed and after-hours periods. ABA may treat any violation as a default.

9. PROHIBITED USES

Member shall use the Office solely for lawful general office and business purposes. Member shall not, without ABA's prior written consent: use the Office as a primary residence or for sleeping; conduct retail traffic, manufacturing, or any high-traffic operation; store or use hazardous, flammable, or illegal materials; operate any business that is unlawful, defamatory, or that ABA reasonably deems inconsistent with the Facility; use ABA's name, marks, or address in any misleading manner; or overburden the Facility's utilities, internet, or systems.

10. NO SUBLEASING, SHARING, OR TRANSFER

Member may not assign, transfer, sublicense, share, mortgage, encumber, or permit any other business or individual to occupy or use the Office, in whole or in part, without ABA's prior written approval, which ABA may grant or withhold in its sole discretion. Any attempted transfer in violation of this Section is void and is a default. A change in control of Member is deemed a transfer.

11. HOUSE RULES

ABA may adopt, post, and amend reasonable rules, policies, and procedures governing the Facility (the "House Rules"). The House Rules are incorporated into and made part of this Agreement. ABA may revise the House Rules at any time, and revisions are effective upon posting or notice to Member. If the House Rules conflict with this Agreement, this Agreement controls.

12. SIGNAGE

Any office signage, door graphics, displays, or promotional materials must be approved by ABA in writing before installation and must be removed by Member at termination at Member's expense, with any damage repaired.

13. MEETING ROOMS AND COMMON AREAS

Conference rooms, meeting spaces, lounges, kitchens, and other common areas are shared amenities. Their use is subject to ABA scheduling policies, the House Rules, capacity limits, and availability. ABA may establish, revise, meter, or charge for usage, and may reserve, close, or repurpose common areas as needed.

14. MEMBER'S PROPERTY; ASSUMPTION OF RISK

All property Member brings to the Facility is at Member's sole risk. ABA is not responsible for loss, theft, or damage to Member's equipment, inventory, records, data, or personal property, however caused, including by other members or third parties. ABA is not a bailee or warehouseman of Member's property. ABA does not require Member to maintain insurance; whether to insure Member's property, liability, and business is solely Member's decision, and Member assumes all risk and consequences of any decision not to insure.

15. INDEMNIFICATION

To the fullest extent permitted by law, Member shall indemnify, defend, and hold harmless ABA and its members, managers, officers, employees, and agents from and against all claims, damages, liabilities, losses, fines, and expenses (including reasonable attorneys' fees) arising out of or relating to Member's use of the Office or Facility, Member's business, Member's breach of this Agreement, or any act or omission of Member or its employees, guests, clients, or invitees, except to the extent caused by ABA's gross negligence or willful misconduct. This Section survives termination.

16. DISCLAIMER AND LIMITATION OF LIABILITY

ABA disclaims all warranties, express or implied, regarding the Office, Facility, amenities, and services. ABA does not warrant uninterrupted or secure internet, utilities, access, or services, and is not liable for any interruption, outage, data loss, or security breach. ABA shall not be liable for indirect, incidental, special, consequential, punitive, or business-interruption damages. ABA's total cumulative liability under this Agreement shall not exceed the total membership fees paid by Member during the twelve (12) months preceding the event giving rise to the claim.

17. DEFAULT AND REMEDIES

Member is in default if Member: (a) fails to pay any amount when due; (b) violates this Agreement or the House Rules; (c) engages in conduct that is unlawful, unsafe, threatening, or harmful to the Facility, its members, or staff; (d) makes a material misrepresentation; or (e) becomes insolvent or subject to bankruptcy. For monetary default, ABA need not provide a cure period beyond the five (5)-day grace period in the Membership Fee section. For other defaults, ABA may, but is not required to, allow a reasonable cure period before terminating.

Upon default, in addition to all rights at law or equity (which are cumulative), and to the extent permitted by applicable law, ABA may:

- Suspend or restrict Member's access to the Office, Facility, internet, and services until the default is cured;
- Disable or reclaim access credentials and deny entry to the Office;
- Terminate this Agreement and Member's membership immediately;
- Remove, secure, and store Member's property at Member's risk and expense, and withhold it until amounts owed are paid;
- Apply the security deposit to any amounts owed;
- Accelerate and recover all unpaid fees and charges then due; and
- Recover all costs of enforcement and collection, including reasonable attorneys' fees.

Because this Agreement is a license and not a lease, ABA's revocation of Member's access does not constitute an eviction or a wrongful lockout. ABA's exercise of any remedy shall be conducted in a commercially reasonable manner consistent with applicable law. No delay or waiver by ABA of any default waives any other or future default.

18. SURRENDER AND MOVE-OUT

Upon termination or expiration, Member shall promptly remove all of its property, return all keys and access credentials, and surrender the Office in clean condition, ordinary wear excepted. If Member fails to return all keys, fobs, badges, and other access credentials by the move-out date, Member shall pay a charge of \$250 to cover re-keying and reprogramming, which ABA may deduct from the security deposit. Any property left more than five (5) days after termination is deemed abandoned, and ABA may remove, store, donate, or dispose of it at Member's expense without liability.

19. NO PROPERTY INTEREST; WAIVER OF TENANT RIGHTS

This Agreement grants only a revocable license to use office space and amenities. Member acknowledges and agrees that this Agreement conveys no ownership interest, leasehold interest, sublease, easement, or tenancy right in the building, the Facility, or any part of it. To the fullest extent permitted by law, Member waives any rights, remedies, or protections afforded to tenants under landlord-tenant law, including any right to notice to vacate or formal eviction proceedings as a condition of ABA terminating Member's access. Member shall not record this Agreement or any memorandum of it.

20. MEMBER COMMUNITY; CONFIDENTIALITY; NON-DISPARAGEMENT

The ABA office program is intended to foster a collaborative, professional business community. Member is encouraged to participate in networking activities and contribute positively to the community. Member shall keep confidential any non-public information about ABA, its operations, pricing, and other members, and shall not publicly disparage ABA, the Facility, or its members. This Section survives termination.

21. COMPLIANCE WITH LAWS

Member shall comply with all applicable federal, state, and local laws, regulations, and ordinances in connection with its use of the Office and the operation of its business, and shall obtain and maintain all licenses and permits required for its business.

22. FORCE MAJEURE

ABA is not liable for any failure or delay in providing the Office, amenities, or services due to causes beyond its reasonable control, including acts of God, casualty, utility or internet failure, labor disputes, governmental action, public-health events, building conditions, or any action of the building owner under the Master Lease. Such events do not entitle Member to terminate without notice or to any fee abatement except as ABA may elect.

23. ASSIGNMENT BY ABA; SUCCESSORS

ABA may assign or transfer this Agreement and its rights and obligations, including in connection with a sale or transfer of its leasehold or business, without Member's consent. This Agreement binds and benefits the Parties and their permitted successors and assigns.

24. NOTICES

Notices must be in writing and delivered by hand, by recognized courier, or by email to the addresses the Parties designate. Notice to Member may be given at the email or address Member provides to ABA. Notices are effective on delivery, or on the next business day if sent by email.

25. GOVERNING LAW; VENUE; JURY WAIVER; ATTORNEYS' FEES

This Agreement is governed by the laws of the State of Texas, without regard to conflict-of-laws rules. The exclusive venue for any dispute is the state courts located in Denton County, Texas, and each Party consents to that jurisdiction and venue. EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL. In any dispute arising out of this Agreement, the prevailing party is entitled to recover its reasonable attorneys' fees and costs; if ABA is the prevailing party, Member shall pay ABA's reasonable attorneys' fees and costs.

26. INDEPENDENT RELATIONSHIP

The Parties are independent. Nothing in this Agreement creates any partnership, joint venture, agency, franchise, or employment relationship, and neither Party may bind the other.

27. ENTIRE AGREEMENT; MISCELLANEOUS

This Agreement, together with the House Rules, constitutes the entire agreement between the Parties and supersedes all prior discussions and understandings. This Agreement may be amended only by a writing signed by ABA, except that ABA may update the House Rules and fees as expressly permitted above. If any provision is held unenforceable, the remainder stays in effect and the provision is modified to the minimum extent necessary to be enforceable. No waiver is effective unless in writing and signed by ABA. This Agreement may be signed in counterparts, and electronic and scanned signatures are valid and binding. Section headings are for convenience only. Provisions that by their nature should survive termination shall survive.

IN WITNESS WHEREOF, the Parties execute this Agreement as of the Effective Date.

ARGYLE BUSINESS ASSOCIATION, LLC

By: Lynn Seeden, Chief Executive Officer

Date: _____

MEMBER

Business Name (d/b/a Signarama): _____

Authorized Representative: _____

Title: _____

Signature

Date: _____

Notice Email: _____

EXHIBIT A — PERSONAL GUARANTY (optional)

Use this Guaranty when Member is a business entity and ABA wants an individual personally responsible. Delete the Exhibit if not used.

In consideration of ABA entering into this Agreement with Member, the undersigned individual ("Guarantor") personally, unconditionally, and irrevocably guarantees the full and timely payment and performance of all of Member's obligations under this Agreement. This is a guaranty of payment and performance, not merely of collection. Guarantor waives notice of default and agrees that ABA may proceed directly against Guarantor without first proceeding against Member. ABA may modify fees and terms as permitted in this Agreement without releasing Guarantor. This Guaranty is governed by Texas law, with exclusive venue in Denton County, Texas, and the prevailing party is entitled to recover reasonable attorneys' fees.

Guarantor Signature

Printed Name: _____

Date: _____