



SECURITY SYSTEMS, INC.

120 KING STREET • ELK GROVE VILLAGE, IL 60007
PHONE 847-593-0999 • FAX 847-593-1357

ALARM SERVICES AGREEMENT

This Agreement made as of this 19th day of May, 2008 by and between SMG Security Systems, Inc. / Security Management Group (herein "Company") and Wheaton Office (herein "Subscriber").

1. Subscriber agrees to purchase and the Company agrees to provide monitoring, repair, inspection and/or services, and/or to sell, install or to cause to be installed the security system (hereinafter sometimes referred to as the "System") described in the Recurring Services to be Provided and/or Schedule of Equipment Sections set forth below (or in a separately attached Schedule of Equipment) at the premises of Subscriber located at:

120 E. Liberty Dr. / Wheaton, IL 60187 (herein the "Premises").

<input checked="" type="checkbox"/> DIRECT SALE		TYPE OF TRANSACTION		<input checked="" type="checkbox"/> RECURRING SERVICE	
<input type="checkbox"/> COMPANY OWNED		TYPE OF SYSTEM			
<input checked="" type="checkbox"/> SUBSCRIBER OWNED		(Check Boxes That Apply)			
<input type="checkbox"/> BURGLAR ALARM	<input checked="" type="checkbox"/> FIRE ALARM	<input type="checkbox"/> ACCESS CONTROL SYSTEM	<input type="checkbox"/> CCTV	<input type="checkbox"/> OTHER _____	
RECURRING SERVICES TO BE PROVIDED					
(Check Boxes That Apply)					
<input type="checkbox"/> CENTRAL STATION MONITORING	<input checked="" type="checkbox"/> DIRECT CONNECT TO: DuComm				
<input type="checkbox"/> OPENINGS/CLOSINGS	<input type="checkbox"/> LOCAL SYSTEM				
<input type="checkbox"/> REPAIR					
<input type="checkbox"/> FIRE ALARM INSPECTION	(Frequency)				
QUANTITY	DESCRIPTION	SCHEDULE OF EQUIPMENT			
01	Fire Alarm Connection Fee				
01	Direct Connect Fire Alarm Monitoring				

2. It is understood and agreed by and between the parties hereto that the Company is not an insurer, nor is this Agreement intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, will be obtained by the Subscriber. Charges are based solely upon the value of the System and/or the services provided and are unrelated to the value of the Subscriber's property or the property of others located in Subscriber's premises. The amounts payable by the Subscriber are not sufficient to warrant Company assuming any risk of consequential, collateral, incidental or other damages to the Subscriber due to the System, its installation or the use thereof, or any deficiency, defect or inadequacy of the System or services or due to the Company's negligence or failure to perform, except as specifically provided for in this Agreement. Subscriber does not desire this Agreement to provide for the liability of Company and Subscriber agrees that the Company shall not be liable for loss or damage due directly or indirectly to any occurrences or consequences therefrom which the System or service is designed to detect or avert. From the nature of the System provided hereunder or the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the active or passive negligence of, or a failure on the part of, Company to perform any of its obligations hereunder, or the failure of the System to properly operate. If the Company should be found liable for loss or damage due to a failure on the part of the Company or the System or services, in any respect, such liability shall be limited, solely with regard to any RECURRING SERVICE transaction, to an amount equal to fifty percent of one year's recurring service charge or the amount of \$1000, whichever is less, or, solely with respect to a DIRECT SALE transaction, to an amount equal to the purchase price of the equipment with respect to which the claim is made, and regardless of the type of transaction, this liability shall be exclusive. The provisions of this paragraph shall apply in the event loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from the performance or non-performance of the obligations set forth by the terms of this Agreement or from the active or passive negligence of the Company, its agent or employees. In the event that Subscriber desires the Company to assume greater liability under this Agreement, a choice is hereby given of obtaining full or limited liability by paying an additional amount in proportion to the amount of liability the Company will assume. If this option is chosen, an additional rider shall be attached to this Agreement setting forth the additional liability of the Company and the additional charge.

3. If this Agreement is a RECURRING SERVICE transaction, then this Agreement shall begin on the later of the date of completion of installation or the date of commencement of Recurring Services, and shall continue for a period of five years after the first day of the month next following said date. This Agreement shall renew automatically for successive periods of one year thereafter unless either party gives the other party written notice of termination not later than the 30th day before the last day of the then existing term.

4. Subscriber agrees to pay the Company the sale and/or installation charges indicated below by paying an amount equal to the deposit indicated below at the time of signing this Agreement and by paying the amount of the BALANCE DUE upon completion of the installation. Further, the Subscriber agrees to pay to Company the total of the TOTAL QUARTERLY RECURRING SERVICE CHARGE indicated below quarterly in advance during the term of this Agreement and any automatic renewals thereof. IN ADDITION, IN THE EVENT OF TERMINATION BY THE SUBSCRIBER PRIOR TO THE END OF THE TERM OF THE AGREEMENT, THE AGREED UPON DAMAGE PAYMENTS SET FORTH IN SECTION 7 HEREOF, WHICH MAY BE SUBSTANTIAL, WILL BECOME IMMEDIATELY DUE AND PAYABLE.

SALE AND/OR INSTALLATION CHARGES	RECURRING SERVICE CHARGE	MONTHLY RECURRING PAYMENTS
Sale and/or Installation Charge: \$ 295.00	Company Recurring Charges \$ 39.00	
Use or Sales Tax (if applicable): \$ _____	Tel. Co. Recurring Charge \$ _____	
Tel. Co. Installation Charge: \$ _____	Use or Sales Tax (if applicable) \$ _____	
Total \$ 295.00		
DEPOSIT RECEIVED: \$ _____	TOTAL MONTHLY RECURRING SERVICE CHARGE PAYABLE QUARTERLY	\$ 117.00
BALANCE DUE: \$ 295.00		

THE TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE OF THIS AGREEMENT ARE INCORPORATED HEREIN, AND, BY REFERENCE, MADE A PART HEREOF. SUBSCRIBER ACKNOWLEDGES RECEIVING A COPY OF THIS AGREEMENT AND HAVING READ AND UNDERSTOOD ALL OF SUCH TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, SECTIONS 2, 5, 6, 7, 11, AND 13, WHICH LIMIT THE WARRANTIES, LIABILITIES AND OBLIGATIONS OF THE COMPANY.

SMG SECURITY SYSTEMS, INC.

Wheaton Office

By Mike Hearn Security Representative

Subscriber

Approved _____ Authorized Representative

By Russ Graham 5/21/08
Print Name and Title Date

THIS AGREEMENT SHALL NOT BE BINDING UPON THE COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF COMPANY. IN THE EVENT SUCH APPROVAL IS NOT OBTAINED, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND TO SUBSCRIBER ANY AMOUNT THAT HAS BEEN PAID TO COMPANY BY SUBSCRIBER UPON SIGNING THIS AGREEMENT.

5. The Company does not represent or warrant that the System may not be compromised or circumvented, that the System or services will prevent any loss by burglary, holdup, fire or otherwise, or that the System or services will in all cases provide the protection for which it is installed or intended. Subscriber assumes all risk of loss or damage to Subscriber's premises or to its contents, whether belonging to Subscriber or others, and has not relied on any representations or warranties, express or implied, except as specifically set forth in this Agreement. Further, there is expressly excluded from this Agreement the warranties of merchantability or fitness for a particular purpose.

6. In the event any person, not a party to this Agreement, shall make any claim or file any lawsuit against Company for any reason relating to the System or the Company's duties and obligations pursuant to this Agreement including, but not limited to the design, installation, repair, monitoring, inspection, operation, or non-operation of the System, Subscriber agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims and lawsuits are based upon active or passive negligence, indemnification, contribution or strict or product liability on the part of the Company, its agents or employees, except to the extent such lawsuit occurs while an employee or agent of Company is on the Premises and which losses, damages, expenses and liability are solely and directly caused by the acts of said employee or agent.

7. a) The happening of any one or more of the following shall be Events of Default under this Agreement: 1) failure by Subscriber to pay any amount within 10 days after the same is due and payable, 2) failure by Subscriber to observe, keep or perform any agreement required by it herein, 3) abuse to the System, 4) dissolution, termination of existence, discontinuance of the business, insolvency or business failure of Subscriber, 5) initiation of any bankruptcy reorganization, assignment for the benefit of creditors, or like proceeding by or against Subscriber, or 6) excessive false alarms caused by the Subscriber.

b) Upon the occurrence of an Event of Default, then at any time thereafter Company may pursue one or more of the following remedies: 1) by written notice to Subscriber, declare the balance of all unpaid amounts due and to become due under this Agreement to be immediately due and payable, provided that such amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the maximum rate permitted by law from the first occurring Event of Default, 2) receive immediate possession of the Company owned portion of the System, and to such purpose enter the Premises and remove said portion of the System. Subscriber hereby waives any further rights to the Company owned portion of the System or any claims resulting from said repossession, including any claim for restitution of the Premises to its former condition, 3) proceed at law or in equity to enforce performance by Subscriber of the provisions of this Agreement, or to recover damages for the breach of this Agreement, 4) (if applicable) discontinue the furnishing of recurring services, including, without limitation, disabling any communication software, hardware and/or firmware contained within the System from the Monitoring Facility, and terminate this Agreement by written notice to Subscriber, 5) recover any other costs Company is required to bear in respect to the System and/or services provided under this Agreement, and 6) recover all expenses, including court costs, collection expenses, reasonable fees of attorneys to whom this Agreement is referred for collection, reasonable costs of removal of the Company owned portion of the System, and any other reasonable costs paid or incurred by Company in enforcing or attempting to enforce the terms and conditions of this Agreement. Furthermore, if there are any other agreements in effect between Company and Subscriber then Company, at its option, may deem Subscriber's default under any one such agreement to be a default under any or all the agreements and Company shall be entitled to exercise any or all of its remedies upon default with respect to any or all of such agreements.

c) The above remedies are cumulative and exercise of one does not preclude the exercise of another.

d) If monitoring services are provided, and if the monitoring service is deactivated because of Subscriber's past due balance, and if Subscriber desires to have the service reactivated, Subscriber agrees to pay to Company in advance its prevailing activation charge.

8. Subscriber hereby authorizes and empowers Company, its agents or assigns, if required by this Agreement, to: a) install the System and to perform any necessary services as required to be performed by Company hereunder, Subscriber acknowledges that the wiring to be run in conduit or otherwise unexposed, and b) enter the Premises in the event on an emergency occurring during periods of Subscriber's apparent or actual absence for the purpose of making emergency repairs to the System, but only if Subscriber has furnished Company with a key to the Premises. The Company assumes no liability for any delay, however caused, in the installation of the System or for interruption of Recurring Services, due to strikes, fires, power failures, interruptions or unavailability of telephone service, acts of God, or any other cause beyond the control of Company.

9. Subscriber shall secure, at its own cost and expense, whatever permission, permits or licenses that may be necessary from the required authorities (including utility companies) for installation, monitoring and/or repair of the System. Subscriber shall pay or reimburse Company for all taxes, fees or charges, including sales/use tax, personal property tax, license and permit fees imposed by any governmental authority (including utility companies) relating to the services provided.

10. Company shall have the right to subcontract any of the services which it may be obligated to perform. This Agreement and its benefits are not assignable by Subscriber except upon the prior written consent of Company. Subscriber acknowledges that this Agreement, and particularly those paragraphs relating to the Company's maximum liability, and third party indemnification, inure to the benefit of, and are applicable to any assignees or subcontractors of Company, and/or the Monitoring Facility (as hereinafter defined).

11. This writing (together with any individually signed separate Schedules of Equipment and/or order (s) pertaining to this Agreement) is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and final statement of the terms of such agreement, notwithstanding any prior, contemporaneous or subsequent written or oral agreement relating to said subject matter. If there is any conflict between this Agreement and Subscriber's purchase order, or any other document or any oral agreements, this Agreement will govern, whether such purchase order or other document or oral agreement is issued prior to, contemporaneous with or subsequent to this Agreement and whether such purchase order or other document or oral agreement contains any language to the contrary. This Agreement supercedes all prior agreements for the same service at the same location. There is no course of dealing or usage of the trade that would supplement or conflict with this Agreement's terms. This Agreement may only be amended in writing signed by both parties. No waiver of any of the terms and conditions contained herein shall be effective unless such waiver is in writing and signed by an authorized representative of the party waiving such condition. In the event any of the terms and conditions of this Agreement are declared invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect. If Subscriber desires the Company to provide any additional services other than as set forth herein, then any such additional services shall only be furnished pursuant to a separate agreement. Both parties hereby agree that no suit or action that relates in any way to this Agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefor. In addition, where permitted by law, both parties hereby waive any rights to a jury trial in any judicial action brought by either party which relates in any way to this Agreement (whether based upon contract, negligence or otherwise). This Agreement shall be governed by the laws of the State of Illinois.

TERMS AND CONDITIONS APPLYING ONLY TO DIRECT SALE TRANSACTIONS

12. Until the total purchase price of the equipment sold hereunder is paid by the Subscriber, the Company shall have, and hereby grants by the Subscriber, a purchase money security interest in the equipment sold hereunder. The Subscriber further agrees to execute such financing statements and other documents as Company may reasonably require in order to perfect such security interest. The Subscriber authorizes Company to file financing statements with respect to such security interest without the additional signature of the Subscriber wherever such filing is permitted by law. Furthermore, Subscriber hereby irrevocably appoints Company as its agent for the purpose of filing any financing statements required by the Company in order to perfect its security interest herein provided for. Until payment in full is made by Subscriber for the System, title to the System shall remain in the Company. In the event that Subscriber shall fail to pay Company for the System as herein provided, the Company shall have the right to exercise any and all legal and equitable remedies arising from such non-payment. Notwithstanding anything to the contrary contained herein, Company retains ownership to all communication software, hardware and/or firmware contained in the System.

13. a) The System sold hereunder is warranted pursuant to the following LIMITED WARRANTY. The System is warranted to be free from defects in workmanship of materials for a period of ninety (90) days from the date of completion of the installation. No System, or any parts thereof, may be returned without the express prior written approval of the Company after a determination by the Company that such System, or any parts thereof, is or are defective because of poor workmanship or defective materials. Company shall replace or repair at its sole option such defective System or any parts thereof at its own expense, except that Subscriber shall pay all shipping, insurance and similar charges incurred in connection with the replacement of the defective System or any parts thereof. This Warranty does not include batteries in any devices. This Warranty is void in case of abuse, misuse, abnormal use, repair by unauthorized persons, or if for any reason Company determines that such System or any parts thereof is or are not operating properly as a result of causes other than poor workmanship or defective materials.

b) If installation is provided for hereunder, then Company warrants that the installation of the System is free from defects in workmanship for a period of ninety (90) days from the date of completion of the installation. In the event of any defect in such workmanship Company shall correct such defects without charge to the Subscriber only during such ninety (90) day period.

THE AFORESAID WARRANTIES ARE EXPRESSLY MADE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, IT BEING UNDERSTOOD THAT ALL SUCH OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY EXCLUDED. IN NO EVENT SHALL THE COMPANY BE LIABLE TO SUBSCRIBER FOR ANY DIRECT, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH SUBSCRIBER'S USE OF THE SYSTEM, OR FOR ANY OTHER CAUSE WHATSOEVER RELATING TO THE SYSTEM ALL IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE NINETY DAY TERM OF THIS EXPRESS WARRANTY AND COMPANY HAS GIVEN SUBSCRIBER NO OTHER WARRANTY.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply. This warranty gives the Subscriber specific legal rights and the Subscriber may also have other rights which vary from state to state.

TERMS AND CONDITIONS APPLYING ONLY TO RECURRING SERVICE TRANSACTIONS

14. This Agreement may be terminated at any time by Company if, for any reason, its rights and privileges necessary to install and maintain the signal receiving equipment in the Monitoring Facility are terminated, the Monitoring Facility or other authorities having jurisdiction direct that such System or signal receiving equipment be removed or replaced, or the connection is denied the Company or the Subscriber by any other party.

15. Company shall have the right to increase the recurring service charge provided herein, upon written notice to Subscriber, at any time or times after the date service is operative under this Agreement. Subscriber agrees to notify Company of any objection to such increase in writing within 20 days after the date of the notice of increase, failing which it shall be conclusively presumed that Subscriber has agreed to such increase. In the event Subscriber objects to such increase, Company may elect, at its option, to (i) continue this Agreement under the terms and conditions in effect immediately prior to such increase, without notice to Subscriber, or (ii) terminate the Agreement upon 15 days advance written notice to Subscriber.

16. Subscriber agrees: (a) to furnish to Company, in writing and on a continuing basis, a list of the names, titles and telephone numbers of persons to be notified upon receipt of a signal, (b) that the System is designed to provide coverage based upon the layout of the Premises at the time of installation, and that any alterations, remodeling or any stock, fixture or structural changes, or other similar changes may affect the operation of the System, (c) not to tamper with, damage, or misuse said System and to indemnify Company for the cost of repair or replacement as a result of any such damage to, or the loss of, or misuse of the Company owned portions of the System, (d) to repair, service and/or to assure the operation of any other property, system, or device of Subscriber, or of others, to which the System may be attached or connected, (e) to provide necessary electrical power at locations on the Premises as required by Company through Subscriber's meter and at Subscriber's expense, (f) to test and set the System understanding particularly that the sensitivity and area of coverage of space protection devices may change, that Company is unable to detect such changes unless the Subscriber notifies Company and accordingly that "walk tests" in the area or areas of such coverage are necessary to insure that adequate sensitivity is maintained, (g) to turn off or remove all things which may interfere with the effectiveness of the System's space protection components, (h) to refrain from causing false alarms, and to pay, or reimburse Company for payment of any fine, penalty, or fee paid by Company or assessed against Company by any governmental or municipal agency, (i) to notify Company promptly upon discovery of a need for service to the System, and (j) that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of any sprinkler system, now or hereinafter installed, are or will be corrected at Subscriber's expense so as to be acceptable to the insurance carrier, fire rating bureau or agency or other authorities having jurisdiction when equipped with the Company signaling devices.

17. The Company assumes no liability for interruption of monitoring, repair and/or other recurring service due to strikes, riots, floods, lightning, earthquakes, power failures, interruption or unavailability of telephone service, or for any other cause beyond the control of the Company and the Company will not be required to supply services to Subscriber while such interruption may continue. Replacement of the System necessitated by any such event will be at Subscriber's expense. This Agreement may be suspended or terminated, at the option of Company, if the Premises, the System or any part thereof, or the signal receiving equipment within the Monitoring Facility is destroyed by fire, lightning or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Company or the Monitoring Facility is unable to render service as a result of any action by any governmental authority. Upon such suspension or termination, an equitable refund of the service charge paid, but not yet earned, shall be made. If, in the opinion of Company, connection of the System to the signal receiving equipment adversely affects the signal receiving equipment, this Agreement may be terminated thirty (30) days following written notice to Subscriber. Similarly, at the option of the Subscriber, this Agreement may be suspended or canceled upon written notice in the event that the Premises are destroyed by fire or other catastrophe, provided that such notice is given within ten (10) days of such event. In either such event, any advance payments made by Subscriber to Company for service which would have been rendered during such suspension or subsequent to such cancellation shall be refunded to Subscriber.

18. IF MONITORING SERVICE IS FURNISHED, THEN, in the event the System transmits signals to the Company's Central Station or any other monitoring facilities (herein collectively referred to as the "Monitoring Facility"), Company, or its designee, agrees to monitor such signals. If the signals transmitted from the Premises will be monitored in police, fire, or municipal departments, the Company, or its designee, agrees to provide and maintain, or cause to be provided and maintained, a remote monitoring facility consisting of a signal receiving equipment at such Monitoring Facility.

19. RECEIPT OF SIGNALS/RESPONSE TO ALARMS:

a) MONITORING FACILITIES: The Company, or its designees, shall do the following:

1) Upon receipt of a manual or automatic smoke or fire alarm signal, transmit the alarm to the fire department and the location designated by the Subscriber and notify Subscriber, or its designated representative, by calling the telephone number supplied to the Company in writing by Subscriber.

2) Upon receipt of any types of alarm signals other than as set forth in subsection 1) above, the Monitoring Facility shall make every reasonable effort to notify the appropriate police or fire department, or other persons or entities, designated by Subscriber in writing to Company, unless there is reasonable cause to assume that an emergency condition does not exist. The Monitoring Facility reserves the right to verify all alarm signals by telephone or otherwise before notifying emergency personnel and may discontinue any particular response service due to governmental or insurance requirements by giving notice in writing to Subscriber.

b) NON-COMPANY MONITORING FACILITIES: Subscriber acknowledges that if the signals transmitted from the Premises will be monitored in any Monitoring Facility not operated by the Company, that personnel in such Monitoring Facilities are not the agents of the Company, nor does the Company assume any responsibility for the manner in which such signals are monitored, or the response to such signal.

c) TELEPHONE LINES: Subscriber acknowledges that if a digital communicator is utilized for the purposes of transmitting alarm signals from the Premises to the signal receiving equipment, the signals from the System are transmitted over Subscriber's regular telephone service to the signal receiving equipment, and in the event Subscriber's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from the System will not be received by the signal receiving equipment during any such interruption in telephone service and the interruption will not be known to Company or the Monitoring Facility. Subscriber further acknowledges and agrees that signals are transmitted over telephone company lines which are wholly beyond the control and jurisdiction of the Company and are maintained and serviced by the applicable telephone company or utility. Subscriber further acknowledges being advised that digital Systems should be connected to an RJ31X or equivalent jack which seizes the telephone lines and prevents other calls from being made while System is activated, and therefore the Subscriber may wish to install the service on a secondary telephone line.

d) FALSE ALARMS: If Company or a governmental authority dispatches an agent to respond to a false alarm originating from the Premises, where Subscriber intentionally, accidentally or negligently has activated the alarm signal, or if Company makes any repair call caused by the inadvertence or negligence of Subscriber, Subscriber shall, in addition to being responsible for any and all fees and/or fines assessed by the appropriate governmental authority with respect to such false alarms, pay to Company the charges for a service call at its then existing rates.

20. Subscriber agrees that all Company-owned equipment installed to monitor or supervise the System(s) shall at all times remain the sole property of the Company. Subscriber will not encumber or dispose of said equipment or permit the equipment to be taken from the Premises or tampered with. In the event of loss or damage to the System or any part thereof, whether during installation or thereafter, Subscriber agrees to pay Company the reasonable value thereof or the cost of repairs thereto as determined by Company. Subscriber agrees that the installation of the System does not constitute the System as a fixture.

21. IF REPAIR AND/OR INSPECTION SERVICES are to be furnished pursuant to Section 1 hereof, Subscriber authorizes and empowers Company to repair, inspect, test and service the System between the hours of 8:30 a.m. and 5:00 p.m. on Monday through Friday, excluding National and State holidays. Service requested by the Subscriber outside the above hours may be performed at Company's discretion, at its then prevailing rates. These services are described as follows:

a) INSPECTION SERVICE: The Company will arrange with Subscriber to inspect, test and make necessary minor adjustments to all control equipment and component parts. All control stations, detectors and contacts will be tested and/or lubricated. Inspection includes replacement of any dry cell stand-by power supplies used in the System. Rechargeable batteries are not included and will be charged for separately, when testing shall show their replacement to be necessary. The cost of parts, and the labor to install said parts, other than dry cell batteries, is not included in this service.

b) REPAIR AND SERVICE: The Company shall provide any repairs, component parts and labor, necessitated by ordinary wear and tear, all of which shall be at Company's expense. All other repairs shall be at Subscriber's expense. Service does not include service calls to replace batteries, to reset accidentally triggered equipment, for the reconnection or modification of, or extraordinary repairs to, the System, including, without limitation, repairs to the System due to changes in the Premises, additions to or changes in the System, and repairs of damages caused by parties other than the Company ("Extraordinary Repair"). Subscriber shall not permit anyone other than Company to repair the System. If the System is wholly owned by Company, Company shall make reasonable efforts to (a) make all ordinary repairs to the System due to normal wear and tear, the expense of which shall be borne by the Company, and (b) make all Extraordinary Repairs, the expense of all such Extraordinary Repairs shall be borne by Subscriber.

22. IF TIME AND MATERIAL SERVICE is furnished, upon request, repairs, inspections and tests shall be made at Subscriber's expense at Company's then prevailing rates. Labor charge shall be for a minimum of one hour for each visit to the Premises.

SMG SECURITY SYSTEMS, INC.



SMG Security Systems, Inc. | 120 King Street, Elk Grove Village, IL 60007
☎ Direct: 847 621 5419 | ☎ Fax: 847.593 1357 | ☎ Cell: 224 5311692

Dear Subscriber,

Thank you for allowing SMG to assist you with your Monitoring compliance. What you may not know is that for over twenty years, as a licensed Fire Alarm Contractor SMG has assisted thousands of commercial and industrial customers with their Fire Alarm compliance either be it installation or service. We are amply equipped and qualified to provide a variety of Fire Alarm related services such as Annual Fire Alarm inspections per NFPA.

50% OFF

As a token of our appreciation we would like to offer you a one (1)

Annual Fire Alarm Inspection per NFPA at half the cost of your normal rate.**

- The Fire Alarm Inspection is required per NFPA 72 and your local AHJ
- Upon completion you will receive a Fire Alarm and Life Safety System Inspection Certificate.
- 24/7 Free online access to your Fire Alarm Inspection report
- Since we are already providing monitoring service, you would save time and money by allowing SMG to assist you with both components of your Fire Alarm System.

We appreciate your continuing trust in SMG to assist you with all your Fire Alarm needs. For additional details or to schedule your Fire Alarm Annual Inspection please contact:

Christian Blumenfeld

Fire Alarm Sales and Service representative

Office: (847) 621-5419

E-mail: christian@smgsecurity.com

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-Offer valid only for the ~~2013~~ ²⁰¹⁴ calendar year

-With Signing of SMG'S Standard Agreement

-50% OFF First annual inspection with Signing our Standard five year Fire Alarm Agreement

-One time annual Inspection of the Existing Fire Alarm System at this location.

-Inspection does NOT include the Sprinkler System

-All and any deficiency found during the inspection(s) is considered new work and will be proposed separately.

Please Sign here x: 
11/19/13



ALARM SERVICES AGREEMENT

This Agreement made as of this 12TH day of NOVEMBER, 2013 by and between SMG Security Systems, Inc. / Security Management Group (herein "Company") and WHEATON PROPERTY PARTNERS LLC (herein "Subscriber").

1. Subscriber agrees to purchase and the Company agrees to provide monitoring, repair, inspection and/or services, and/or to sell, install or to cause to be installed the security system (hereinafter sometimes referred to as the "System") described in the Recurring Services to be Provided and/or Schedule of Equipment Sections set forth below (or in a separately attached Schedule of Equipment) at the premises of Subscriber located at WHEATON PROPERTY PARTNERS LLC (herein the "Premises").
320 E. LIBERTY WHEATON IL 60187

TYPE OF TRANSACTION																																
<input type="checkbox"/> DIRECT SALE	<input checked="" type="checkbox"/> RECURRING SERVICE	<input type="checkbox"/> TIME & MATERIAL SERVICE																														
TYPE OF SYSTEM																																
<input type="checkbox"/> COMPANY OWNED	<input type="checkbox"/> INTERCOM	<input type="checkbox"/> BANK EQUIPMENT (SEE ATTACHED)																														
<input checked="" type="checkbox"/> SUBSCRIBER OWNED	<input type="checkbox"/> CCTV	<input type="checkbox"/> OTHER																														
<input type="checkbox"/> BURGLAR ALARM	<input checked="" type="checkbox"/> FIRE ALARM	<input type="checkbox"/> ACCESS CONTROL																														
RECURRING SERVICES TO BE PROVIDED																																
<input type="checkbox"/> CENTRAL STATION MONITORING	<input type="checkbox"/> RUNNER SERVICE																															
<input type="checkbox"/> REMOTE STATION MONITORING TO: _____	<input type="checkbox"/> TEXT MESSAGING																															
<input type="checkbox"/> OPENING AND CLOSING SUPERVISION	<input type="checkbox"/> U.L. CERTIFICATE SERVICE																															
<input type="checkbox"/> ACTIVITY REPORTS	<input type="checkbox"/> REPAIR SERVICE																															
<input checked="" type="checkbox"/> INSPECTION SERVICE	<input checked="" type="checkbox"/> FIRE	<input type="checkbox"/> OTHER (FREQUENCY) ANNUAL																														
<input type="checkbox"/> BURGLAR	<input type="checkbox"/> ACCESS																															
<input type="checkbox"/> CCTV																																
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2. It is understood and agreed by and between the parties hereto that the Company is not an insurer, nor is this Agreement intended to be an insurance policy or a substitute for an insurance policy. Insurance, if any, will be obtained by the Subscriber. Charges are based solely upon the value of the System and/or the services provided and are unrelated to the value of the Subscriber's property or the property of others located in Subscriber's premises. The amounts payable by the Subscriber are not sufficient to warrant Company assuming any risk of consequential, collateral, incidental or other damages to the Subscriber due to the System, its installation or the use thereof, or any inefficiency, defect or inadequacy of the System or services or due to the Company's negligence or failure to perform, except as specifically provided for in this Agreement. Subscriber does not desire this Agreement to provide for the liability of Company and Subscriber agrees that the Company shall not be liable for loss or damage due directly or indirectly to any occurrences or consequences therefrom which the System or service is designed to detect or avert. From the nature of the System provided hereunder or the services to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from the active or passive negligence of, or a failure on the part of, Company to perform any of its obligations hereunder, or the failure of the System to properly operate. If the Company should be found liable for loss or damage due to a failure on the part of the Company or the System or services, in any respect, such liability shall be limited, solely with regard to any RECURRING SERVICE transaction, to an amount equal to fifty percent of one year's recurring service charge or the amount of \$1000, whichever is less, or solely with respect to a DIRECT SALE transaction, to an amount equal to the purchase price of the type of transaction, this liability shall be exclusive. The provisions of this paragraph shall apply in the event of loss or damage, irrespective of cause or origin, results directly or indirectly to person or property from the performance or non-performance of the obligations set forth by the terms of this Agreement or from the active or passive negligence of the Company, its agent or employees. In the event that Subscriber desires the Company to assume greater liability under this Agreement, a choice is hereby given of obtaining full or limited liability by paying an additional amount in proportion to the amount of liability the Company will assume. If this option is chosen, an additional rider shall be attached to this Agreement setting forth the additional liability of the Company and the addition charge.

3. If this Agreement is a RECURRING SERVICE transaction, then this Agreement shall begin on the later of the date of completion of installation or the date of commencement of Recurring Services, and shall continue for a period of five years after the first day of the month next following said date. This Agreement shall renew automatically for successive periods of like term thereafter unless either party gives the other party written notice of termination not later than the 30th day before the last day of the then existing term.

4. Subscriber agrees to pay the Company the sale and/or installation charges indicated below by paying an amount equal to the deposit indicated below at the time of signing this Agreement and by paying the amount of the BALANCE DUE upon completion of the installation. Further, the Subscriber agrees to pay the Company the total of the TOTAL QUARTERLY RECURRING SERVICE CHARGE indicated below quarterly in advance during the term of this Agreement and any automatic renewals thereof. IN ADDITION, IN THE EVENT OF TERMINATION BY THE SUBSCRIBER PRIOR TO THE END OF THE TERM OF THE AGREEMENT, THE AGREED UPON DAMAGE PAYMENTS SET FORTH IN SECTION 7 HEREOF, WHICH MAY BE SUBSTANTIAL, WILL BECOME IMMEDIATELY DUE AND PAYABLE.

SALES AND/OR INSTALLATION CHARGES	2014 Inspection 50% OFF	RECURRING SERVICE CHARGE	ANNUAL RECURRING PAYMENTS
Sale and/or Installation Charge:	\$ 599.00	Company Recurring Charges	\$ 599.00
Use or Sales Tax (if applicable):	\$ 0.00	Use or Sales Tax (if applicable)	\$ 0.00
Total	\$ <299.50>	TOTAL MONTHLY RECURRING SERVICE CHARGE PAYABLE ANNUALLY	\$ 599.00
DEPOSIT RECEIVED	\$ 0.00		
BALANCE DUE:	\$ 299.50		

THE TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE OF THIS AGREEMENT ARE INCORPORATED HEREIN, AND, BY REFERENCE, MADE A PART HEREOF. SUBSCRIBER ACKNOWLEDGES RECEIVING A COPY OF THIS AGREEMENT AND HAVING READ AND UNDERSTOOD ALL OF SUCH TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, SECTIONS 2, 5, 6, 7, 11, AND 13, WHICH LIMIT THE WARRANTIES, LIABILITIES AND OBLIGATIONS OF THE COMPANY.

SMG SECURITY SYSTEMS, INC.
By CHRISTIAN BLUMENFELD
Security Representative
Approved _____
Authorized Representative

WHEATON PROPERTY PARTNERS LLC
By Nathan Sands
Subscriber
NATHAN SANDS / BUILDING ENGR.
Print Name and Title
Date 11/19/13

THIS AGREEMENT SHALL NOT BE BINDING UPON THE COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF COMPANY. IN THE EVENT SUCH APPROVAL IS NOT OBTAINED, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND TO SUBSCRIBER ANY AMOUNT THAT HAS BEEN PAID TO COMPANY BY SUBSCRIBER UPON SIGNING THIS AGREEMENT.