

*Remedy Medical Properties (Aurora)*

<i>Account</i>	<i>Street</i>	<i>Fire Alarm Monitoring</i>	<i>Fire Radio</i>	<i>Environmental Monitoring</i>	<i>Monthly</i>	<i>Quarterly</i>
609526	1900 Ogden Avenue	35.00	15.00	21.67	71.67	215.01

<i>Total Monthly Billing</i>	71.67
<i>Billed Quarterly</i>	215.01

**2023 Current Pricing- 1900 Ogden Avenue, Aurora , IL**

## SERVICE CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this 14 day of February, 2014, between MB Real Estate, Inc. ("Agent"), as agent for 1900 Ogden (Aurora) Manager, LLC ("Owner"), and Alarm Detection Systems, Inc., (herein "Service Contractor").


### WITNESSETH:

WHEREAS, Service Contractor is skilled in the performance of all the Contract Duties (identified below) and has offered to perform all said Contract Duties for Agent with respect to the property located at 1900 Ogden Avenue, Aurora, IL 60504 (herein "Property"); and

WHEREAS, Agent is desirous of securing the performance of all the Contract Duties by Service Contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties, it is agreed as follows:

#### Section 1. Term of Agreement.

Unless sooner terminated as herein provided, the term of this Agreement shall begin on **February 1, 2014** (herein "Contract Commencement Date") and shall end on **January 31, 2015** (herein "Contract Expiration Date"), and shall renew automatically each year on ~~March~~ February 1 unless sooner terminated by either Owner or Service Contractor. 

#### Section 2. Contract Duties.

From and after the Contract Commencement Date and until the Contract Expiration Date or earlier termination of this Agreement, Service Contractor shall timely and fully perform all of the Contract Duties set forth in Exhibit A which is attached hereto and incorporated by reference herein. Service Contractor further agrees to perform all of the Contract Duties in a good and workmanlike manner, and in accordance with the highest standards for the operation, appearance and public perception of commercial properties similar to the Property in the Aurora area; and to pay, (subject to Section 1.05 in Exhibit B) for all labor, salaries, federal, state and local employment taxes and all employee benefits, any similar payroll taxes relating to employees of Service Contractor, and all other expenses whatsoever incurred in the performance of the Contract Duties; and to use first quality materials and other items in the performance of the Contract Duties; and to obtain and pay for and maintain all applicable permits and governmental fees, licenses and inspections necessary and incidental to the performance of the Contract Duties and to otherwise comply with all governmental laws, rules and regulations and Agent's rules and regulations pertaining to performance of the Contract Duties.

#### Section 3. Service Contractor's Compensation.

Unless this Agreement is terminated prior to the Contract Expiration Date, Agent shall pay Service Contractor compensation, for Service Contractor's performance of the Contract Duties, in the amounts and at the rates established in Exhibit B which is attached hereto and incorporated by reference herein. Service Contractor shall bill Agent for such compensation not more frequently than monthly. Service Contractor acknowledges that no compensation shall be paid to Service Contractor unless and until Agent approves such Contract Duties and Agent is invoiced for Contract Duties completed by Service Contractor.

#### **Section 4. Early Termination.**

Owner or Agent may terminate this Agreement, at any time, and for any or no reason whatsoever, by giving Service Contractor not less than thirty (30) days advance written notice of same, which notice shall specify the effective date of early termination. Service Contractor shall receive compensation for all Work actually performed through the said effective date of early termination. Such compensation shall be payable following delivery of;

- Any balance and monies due to Owner or Agent, or both, held by Service Contractor with respect to the Project.
- All keys, to any locks on the Property, then in the possession of Service Contractor, together with any plans and specifications pertaining to the Property then in the possession of Service Contractor.

Service Contractor shall not be entitled to any compensation with respect to any period after any such early termination.

#### **Section 5. Relationship of Parties.**

Service Contractor is retained by Agent only for the purpose and to the extent set forth herein and Service Contractor's relationship with Agent shall, during the entire term of this Agreement, be that of independent contractor so that neither Service Contractor, nor any employee, agent, servant, officer, director or shareholder of Service Contractor, shall be deemed an agent, servant or employee of Agent. Service Contractor agrees to defend, indemnify and hold Agent, Agent, any lender having a security interest in the Property, and their respective affiliates, and their partners, officers, directors, employees and agents harmless of and from any and all liabilities, claims, demands, damages, and expenses (i) arising from any determination (whether judicially or administratively) that some relationship, other than that of independent contractor, exists between Agent and/or Agent and Service Contractor, or (ii) in connection with hiring, termination, discipline, evaluation and resolution of complaints and grievances of Service Contractor's employees.

#### **Section 6. Insurance.**

At all times while performing the Contract Duties, Service Contractor (and its subcontractors in the event Agent agrees to approve a subcontract pursuant to Section 10 below) shall maintain, at its sole cost and expense, the insurance set forth in Exhibit C, attached hereto and incorporated by reference herein, from insurance companies and in a form reasonably satisfactory to Agent with limits of liability not less than stated in such Exhibit C. Agent shall have the right to review, inspect and approve the policies in their entirety and shall be provided with copies upon request.

## **Section 7. Indemnification.**

To the fullest extent permitted by applicable law, Service Contractor shall defend, indemnify and hold harmless Owner, Agent, any lender having a security interest in the Property, and their respective officers, directors, employees, agents, shareholders, partners, joint venturers, affiliates, successors and assigns from and against any and all liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, judgments, settlements and penalties, including, without limitation, costs, expenses and attorneys' fees incident thereto, arising out of, based upon, or occasioned by or in connection with:

- (a) Service Contractor's performance of (or failure to perform) the Contract Duties;
- (b) a violation of any laws or any negligence, gross negligence or willful misconduct by Service Contractor or its affiliates, subcontractors, agents or employees (i) during performance of the Contract Duties, (ii) while on or about the Property or (iii) in connection with any matter related hereto; and/or
- (c) a breach of this Agreement by Service Contractor or any of its affiliates, subcontractors, agents or employees.

In addition, Service Contractor agrees to protect, defend, hold harmless and indemnify the Indemnitees from and against all claims, actions, liabilities, damages, losses, costs and expenses arising out of or resulting from Service Contractor's failure to purchase all insurance coverage required in the Agreement. Service Contractor acknowledges that in defense of any claim or potential claim for which it is required to defend any Indemnitee, it will first obtain the approval of Agent for any counsel chosen by Service Contractor.

The aforesaid obligation of indemnity shall be construed so as to extend to all legal, defense and investigation costs, as well as all other reasonable costs, expenses and liabilities incurred by the party indemnified, from and after the time at which the party indemnified receives notification (whether verbal or written) that a claim or demand is to be made or may be made.

Except as may be otherwise provided by applicable law or any governmental authority, Agent's or Agent's right to indemnification under this section shall not be impaired or diminished by any act, omission, conduct, misconduct, negligence or default (other than gross negligence or willful misconduct) of Owner or Agent or any employee of Owner or Agent who contributed or may be alleged to have contributed thereto.

## **Section 8. Damage Limitation**

In no event shall Agent be liable for consequential, incidental, punitive or special damages, including without limitation any delay damages, lost opportunity damages or lost profits, incurred by Service Contractor and/or its affiliates, subcontractors, agents or employees in connection with this Agreement. The liability of Agent hereunder shall be limited to the assets of Agent (and Service Contractor specifically acknowledges and agrees that negative capital accounts of members of Agent and contribution and/or funding obligations of Agent's members pursuant to Agent's Operating Agreement are not assets of Agent), and no member, Service Contractor, partner, director, officer, agent, servant, employee, representative or affiliate of Agent or any member or Service Contractor of Agent shall have any personal liability for the liabilities and obligations of Agent under this Agreement.

**Section 9. Assignment and Delegation.**

- 9.01 Service Contractor shall be absolutely prohibited from assigning this Agreement or delegating or subcontracting any of the Contact Duties (or any right, obligation or performance of Service Contractor hereunder), it being agreed that the services to be performed hereunder are personal in nature. Any attempted assignment or subletting of this Agreement or any delegation or subcontracting of any Work or Additional Work without Agent's prior written consent, which may be withheld in Agent's sole and absolute discretion, shall be void and of no force and effect.
- 9.02 Either Agent or Agent may assign this Agreement, at any time, in Agent's sole and absolute discretion, to Agent or Agent's nominee by giving Service Contractor written notice of same, which notice shall specify the assignee and effective date of assignment.

**Section 10. Notices.**

Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received or rejected. All notices shall be addressed as follows:

If to Agent: 1900 Ogden (Aurora) Manager, LLC  
c/o MB Real Estate Inc.  
181 West Madison, Suite 4700  
Chicago, IL 60602  
Attn: Scott Norton

If to Owner: 1900 Ogden (Aurora) Manager, LLC  
350 North LaSalle Street, Suite 800  
Chicago, IL 60654  
Attn: Richard Kaplan

If to Service Contractor: Alarm Detection Systems, Inc.  
1111 Church Road  
Aurora, IL 60505

The foregoing addresses may be changed from time to time by notice to the other party in the manner herein before provided for.

**Section 11. No Waiver.**

Failure of Agent at any time to require performance by Service Contractor of any provision hereof shall in no way affect the full right to require such performance at any time thereafter, nor shall the waiver by Agent of a breach of any of the provisions hereof constitute a waiver of any succeeding breach of the same or any other provision. No waiver by Agent of any of the provisions hereof shall be effective unless such waiver is in writing signed by an authorized officer or agent of Agent.

**Section 12. Severability.**

If any provision hereof is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to such provision and the same shall thereafter be inoperative, provided however, the remaining provisions of this Agreement shall be valid and binding.

### **Section 13. Applicable Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois (other than its rules as to conflicts of law which might require application of laws of another jurisdiction).

### **Section 14. Compliance with IRCA.**

Service Contractor agrees at all times to remain in strict compliance with all terms, provisions, regulations and rulings relative to the Immigration Reform and Control Act of 1986 (IRCA). All employees of Service Contractor assigned to the Property will have had their identity and eligibility for work within the United States properly verified. Within three (3) days of receipt of a written request from Agent, Service Contractor shall provide copies of the I-9 form or such other documentation as may be appropriate to satisfy Agent as to Service Contractor's compliance with IRCA.

Service Contractor agrees to defend, indemnify and hold harmless Owner, Agent, any lender having a security interest in the Property, and their affiliates and subsidiaries, and the respective directors, partners, officers, agents, representatives, and employees of each of them harmless from and against any claims, actions, suits or proceedings of any type whatsoever arising out of or in any way connected with Service Contractor's breach of the terms of the paragraph immediately above.

### **Section 15. Compliance with Safety Regulations**

Service Contractor shall plan for, and ensure, that all personnel performing any Contract Duties comply with the basic provisions of OSHA Safety and Health Standards (29 CFR 1910) and General Construction Standards (29 CFS 1926) as such federal regulations are applicable to the specific tasks constituting the Contract Duties and Additional Work (if any). The responsibility for the implementation and enforcement of health and safety requirements lies with Service Contractor, and its safety support staff. Service Contractor shall provide Material Safety Data (MSD) Sheets in compliance with OSHA Hazard Communication Standards. Service Contractor shall take all necessary and desirable precautions for the safety of, and provide the necessary protection to prevent damage, injury, or loss to:

- a. all personnel on the work site.
- b. all materials or equipment to be provided, incorporated in, or utilized in connection with, the Contract Duties, whether on or off the work site.
- c. other property located at the site of the Contract Duties or at the Property.
- d. the Property.

Service Contractor agrees to defend, indemnify and hold Owner, Agent, any lender having a security interest in the Property, and their affiliates and subsidiaries, and the respective directors, partners, officers, agents, representatives, and employees of each of them harmless from and against any claims, actions, suits or proceedings of any type whatsoever arising out of or in any way connected with Service Contractor's breach of the terms of the paragraph immediately above.

### **Section 16. Miscellaneous Provisions Applicable to Service Contractor.**

- 16.01 Service Contractor shall, at all times, enforce strict discipline and good order among its employees and shall not employ on the Contract Duties any unfit person or anyone not skilled in performance of the Contract Duties. Agent has the right to require Service Contractor to promptly remove from its work force assigned to the Property any employees or subcontractor's employees whose presence at the Property Agent deems, in its sole discretion, to be detrimental to the best interests of the Property.

- 16.02 In conducting the Contract Duties, Service Contractor and all of its subcontractors shall agree to employ only labor which shall not result in jurisdictional disputes or strikes or cause disharmony with other contractors, agents, and employees at the Property.
- 16.03 Service Contractor warrants to Agent that all Contract Duties shall be performed in a safe, good and workmanlike manner, and that the Contract Duties, including all materials and equipment furnished hereunder, shall conform to all requirements and specifications identified in this Agreement and if not identified, to industry standards, and shall be free from defects of any kind in materials and workmanship. All materials and equipment furnished to the Property in connection with the performance of the Contract Duties shall be new and of first quality. All Contract Duties not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective and, at Agent's option, shall be removed and replaced at Contractor's cost.
- 16.04 Service Contractor, in performing the Contract Duties, shall comply with all applicable laws. Service Contractor shall not take, and is not authorized to take, any action in the name of or on behalf of Agent or Agent, or which would violate any applicable law. If Service Contractor performs any Contract Duties contrary to applicable law, any additional costs resulting therefrom, including the costs of correcting said Contract Duties to comply with such law and the cost of fully indemnifying Agent and Agent from any liability or expenses with respect to such violations by Service Contractor may be offset by Agent and Agent against amounts owing to the Service Contractor in connection with the Agreement or otherwise. Service Contractor shall have sole liability for compliance with all governmental regulations related to Service Contractor's employees and their employment, including, without limitation, such items as Workers' Compensation insurance coverage, unemployment insurance, social security tax withholding, withholding for any and all governmental taxes, OSHA requirements, ERISA requirements, Fair Labor Standards Act requirements, work safety rules, etc., as such regulations may apply to Service Contractor's employees used in performing the Contract Duties at the Property. Service Contractor shall also at all times comply with rules or regulations reasonably imposed by Agent and/or Agent in connection with the safe and efficient operation of the Property and/or the performance of the Contract Duties by Service Contractor.
- 16.05 Service Contractor shall obtain at its own cost all licenses (including professional licenses), permits, certificates and authorizations necessary for Service Contractor to do business in all jurisdictions where any part of the Contract Duties are to be performed. Service Contractor shall also obtain all licenses, permits, certificates and authorizations necessary in connection with Service Contractor's performance of the Contract Duties, and give all notices required under applicable law, or by any governmental entity having jurisdiction over the Contract Duties, Service Contractor, its employees, agents, subcontractors Contractors, or the activities of any of them.
- 16.06 Service Contractor shall promptly remedy, to Agent's sole satisfaction, all damage or loss to any property at the site or at the Property if such damage or loss is caused directly or indirectly, in whole or in part, by Service Contractor, any subcontractor or anyone directly or indirectly performing the Contract Duties.
- 16.07 Service Contractor shall not permit any discrimination against or segregation of any person or group of persons in connection with the performance of this Agreement on account of sex, disability, marital status, age, race, religion, color, creed, national origin or ancestry nor shall Service Contractor or any person claiming under or through Service Contractor, establish or permit any such practice or practices of discrimination or segregation in connection with the performance of the Contract Duties and Service Contractor's other obligations under this Agreement.

- 16.08 All drawings, specifications, studies, analyses, opinions, recommendations, reports, or other information and material of any nature, and copies thereof, (i) provided to Service Contractor by Owner or Agent; (ii) prepared pursuant to this Agreement; or (iii) to which Service Contractor otherwise gains access during the performance of Contract Duties are the property of Agent and are to be treated as confidential. They are not to be disclosed to others without Agent's prior written approval and are to be delivered to Agent on request and in all events upon completion of the Contract Duties, or termination of this Agreement pursuant to the terms hereof. Service Contractor shall advise its affiliates, subcontractors, agents and employees having access to said information of this obligation of confidentiality and bind such parties to this same obligation. No articles, papers or treatises related to or in any way associated with the Contract Duties performed pursuant to this Agreement shall be submitted for publication without Agent's prior written consent.

#### **Section 17. Miscellaneous.**

- 17.01 Time of Essence. Service Contractor acknowledges that time is of the essence in regard to its performance under this Agreement.
- 17.02 Agent. Owner hereby advises Contractor that Agent is the managing agent for Owner at the Property. Agent will act on Owner's behalf and has the authority to represent Owner's interests at the Property regarding this Agreement and the Services. All references in this Agreement to "Agent" are to MB Real Estate, Inc. solely in its capacity as the duly authorized agent of Owner. No reference to Agent in this Agreement shall be construed as creating any liability on behalf of Agent for any obligation hereunder in any capacity other than as the duly authorized agent of the Owner.
- 17.03 No Liens. Service Contractor shall neither suffer nor permit the attachment of any liens upon the Property as a direct result of Service Contractor's performance of the Contract Duties. Service Contractor further warrants that the Contract Duties shall be performed free from all liens and encumbrances whatsoever and that use of the Contract Duties shall not infringe any United States patents, copyrights or other proprietary rights. If requested by Agent, Service Contractor shall cooperate with Agent to obtain in advance of performance of any Contract Duties, where permitted by law, all lien waivers and notices of non-responsibility requested by Agent.
- 17.04 Cure of Service Contractor's Default. If Service Contractor shall default in the performance of the Contract Duties or any other duty imposed upon Service Contractor hereunder, Agent may (but shall not be required to), without notice to Service Contractor and with or without terminating this Agreement, cure and rectify such defaults and either deduct the reasonable cost of cure and rectification from compensation due to Service Contractor hereunder or Agent may directly bill Service Contractor for such reasonable costs. If Agent bills Service Contractor for such reasonable costs, Service Contractor shall pay such costs on demand, with interest from the date such costs were incurred.
- 17.05 Force Majeure.
- a. Any delay or failure by either party hereto in the performance of its obligations hereunder shall not constitute a default hereunder or give rise to any claim for damages if, and only to the extent and for such period of time that, (i) such delay or failure is caused by an event or occurrence beyond the control and without the fault or negligence of such party or any subcontractor, materialman, or other party acting under or through such party, and (ii) said party is unable to prevent such delay or failure through the exercise of reasonable diligence. Events that shall be deemed to be beyond the control of the parties hereto shall include, but not be limited to: acts of God or the public enemy; expropriation or confiscation of facilities by governmental or military authorities; changes in applicable laws; war, rebellion, sabotage or riots; floods, unusually severe weather that could not reasonably have been anticipated; fires, explosions, or other catastrophes; or other similar occurrences. In no event shall a change in Service Contractor's economic circumstances be deemed to be beyond the control of Service Contractor for purposes of this Section 18.05.



- b. Notwithstanding any other provision of this section 18.05, even though the performance of Service Contractor or a subcontractor or delivery of equipment or materials by a materialman is delayed by an unforeseen event or occurrence beyond the control of Service Contractor, such subcontractor or such supplier of equipment or materials as provided in subsection 18.05(a), Service Contractor hereby agrees to use its best efforts to secure alternate sources of services, equipment or materials, if available. To the extent that Service Contractor fails to secure available alternate sources of services, equipment or materials, Agent is entitled to secure such alternate sources and offset any amounts expended on such alternate sources from amounts due or owing to Service Contractor under this Agreement to the extent that such amounts exceed the price allocations for the goods and services agreed upon in this Agreement. Service Contractor shall not be paid any additional compensation by Agent due to an unforeseen or uncontrollable event or occurrence of the type described in this section 18.05.
  - c. In order to be entitled to an excuse for any delay or failure to perform under this Agreement pursuant to this section 18.05, the party claiming such excuse shall promptly give written notice to the other party hereto of any event or occurrence which it believes falls within the contemplation of this section 18.05.
- 17.06 Estoppel Certificate. Upon request of Owner or Agent, Service Contractor agrees to provide to Agent, within five (5) days after receipt of written request therefor, a written statement certifying that this Agreement is in full force and effect, that Agent and Service Contractor are current in their respective obligations hereunder and that Agent is not in default under any provision of this Agreement.
- 17.07 Survival. The provisions of sections 5, 7, 8, 10 and 14 of this Agreement shall survive the expiration or early termination of this Agreement.
- 17.08 Authority. The individual executing this Agreement on behalf of Service Contractor personally certifies and warrants that by his or her execution hereof, this Agreement shall be legally binding on and enforceable against Service Contractor.
- 17.09 Hazardous/Toxic Material. Service Contractor shall be responsible for complying with all applicable federal, state and local laws, ordinances and regulations pertaining to the use of all hazardous and toxic material. Service Contractor shall identify to Agent in advance of delivery any toxic substances or hazardous materials incorporated in or associated with the Contract Duties provided hereunder and shall advise Agent of all precautions to be taken for their use and disposal. When applicable, Service Contractor shall furnish Agent a completed Material Safety Data Sheet for any materials furnished by Service Contractor hereunder as required by any federal, state or local laws, ordinances or regulations. Any transportation or other handling of the hazardous materials by Service Contractor shall be performed in accordance with all applicable federal, state, and local laws, ordinances and regulations.
- 17.10 Attorneys' Fees. In the event of litigation to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to attorneys' fees as determined by the Court.

## **Section 18. Entire Agreement**

- 18.01 This Agreement, including specifically Sections 11.), 12.), and 13.) of Exhibit D, which is attached hereto and incorporated herein, constitutes the entire agreement between the parties with respect to the Contract Duties and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein.
- 18.02 Unless otherwise expressly provided herein, no changes, alterations or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto or their duly authorized agents.
- 18.03 Specifically .

**IN WITNESS WHEREOF**, the parties have hereunto set their hands the day and year first above written, the corporate parties by their officers duly authorized.

**AGENT:**

1900 Ogden (Aurora) Manager, LLC  
By: MB Real Estate, Inc.  
as agent for 1900 Ogden (Aurora) Manager, LLC

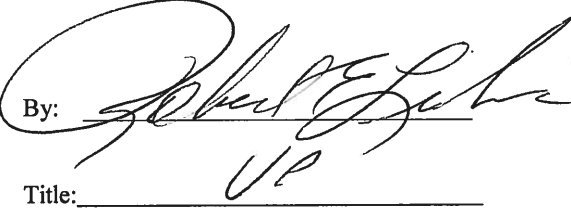
By: 

Title: Assistant General Manager

Date: 2-14-2014

**SERVICE CONTRACTOR:**

Alarm Detection Systems, Inc.

By:   
VP

Title: \_\_\_\_\_

Date: 2/13/14

## EXHIBIT A - CONTRACT DUTIES

### 1900 Ogden Avenue Fire Alarm Testing:

1. Provide annual fire alarm testing of the entire building including all sprinkler devices and Healthplex devices as follows:

**Fire alarm control panel (1)**  
**Waterflow switches (4)**  
**OS&Y valve tamper switches (6)**  
**Smoke detectors (13)**  
**Heat detectors (2)**  
**Pull stations (5)**  
**Duct smoke detectors (5)**  
**Audio visual and visual only warning devices (62)**

On an annual basis ADS will schedule an appointment with MB Real Estate to inspect and test every fire alarm device on the premise to check the integrity of the fire alarm system. ADS will then fill out a test report, and forward it to the Aurora Fire Department for their records.

**Initial Test**  
**\$725.00**

**Monthly Fee\***  
**\$60.42**

\*The monthly fee is an ongoing charged calculated by dividing the one-time charge by 12 months. Therefore, the fire test will be paid for by the time the next inspection is due. The price for inspections is based on the device count listed herein, and is subject to adjustment if the actual number of devices tested is greater than those listed.

2. Provide 24-hour monitoring of all fire alarm signals at our UL listed Central Station in Aurora via AES wireless radio.

**Monthly Monitoring Fee**  
**\$43.00/month**

## EXHIBIT B – RULES AND REGULATIONS

The following rules and regulations apply to all contractors performing work at 4050 Healthway Drive Aurora, IL 60504

#### GENERAL

1. The Building Manager will provide the Contractor with a list of contacts to use in the event of an emergency. The Contractor shall provide the same to the Building Manager, along with a list of all subcontractors that will be working in the building.
2. Keys required to access certain areas of the building (electrical closets, fan rooms, etc.) are available from the Building Manager, and must be returned at the end of each work day.
3. Contractors requiring access to the building Monday through Friday between 6:30 PM and 7:00 AM, or on a holiday, must notify the Building Manager at least one (1) day in advance to be included on the daily Security Access List. Contractors requiring access to the building over the weekend must notify the Building Manager no later than Friday. No contractor employee will be granted access to the building during off-hours, holidays or weekends if not included on the applicable Security Access List.
4. The Contractor shall coordinate with the Owner the accessibility of testing areas and work operations around the testing areas.
6. If Building Engineers are utilized to assist Contractor's work operation, Contractor may be charged for Building Engineer labor costs associated with excessive premium time or additional staffing to cover normal engineering operations.

#### BUILDING SYSTEMS

1. Prior to commencing any demolition or construction work, Contractor must determine whether such work will affect the building's fire safety system. If Contractor determines that the work will affect the fire safety system, Contractor must provide the Building Manager at least forty-eight (48) hours advance notice to arrange a shutdown of the system as required. The fire safety system will be restored each day. **Under no circumstances will the building's fire safety system be shut down overnight, on weekends, or on holidays.**
2. Contractor must obtain approval from the Building Manager or the Chief Engineer for any electrical shutdowns that may be required to perform the Contractor's work. Two (2) weeks advance notice is required for an electrical shutdown that affects a tenant.
3. Contractor shall provide adequate fire extinguishers in the work area throughout the construction period.

#### OPERATIONS

1. All material deliveries shall be to the loading dock. **No materials shall be delivered through the main entrance doors and lobby.** Contractors are responsible for receiving and transporting any material deliveries related to their work. The building management staff will not be responsible for coordinating or accepting a contractor's material delivery.

2. Deliveries and movement of materials into and throughout the building, and demolition and trash removal, must be done after normal business hours which are, Monday through Friday, 7:00 AM to 5:30 PM. Exceptions must be approved by the Building Manager. Per agreed pricing.
  3. Any dumpsters required are the responsibility of the Contractor, and must be scheduled with the Building Manager, and placed in the loading dock or other area designated by the Building Manager.
  4. Contractors shall use rubber-wheeled carts when moving material through the building.
  5. Protection of all public corridor and elevator surfaces is the responsibility of the Contractor. Masonite floor protection, or equivalent, must be provided as necessary. Protection devices must be removed nightly to facilitate cleaning.
  6. Contractor shall place walk-off mats in tenant or common areas outside construction zones to eliminate tracking of dust and dirt. If necessary, Contractor shall vacuum hallways daily to remove dirt and dust caused by the construction activity.
  7. Construction areas shall be kept reasonably clean and orderly at all times. Construction debris must be cleared from the building daily.
  8. Any unsafe condition noted by the Building Manager or Chief Engineer must be corrected immediately.
  9. Contractor is responsible for storing and securing its tools and materials. Storage space may be made available by the Building Manager.
  10. Any Contractor or subcontractor employee caught stealing, drinking alcoholic beverages, or using any illegal substance, will be immediately banned from the Properties. Smoking is not permitted in the building per a City of Chicago ordinance.
  11. Contractor and subcontractor employees are expected to behave in a professional and courteous manner at all times.
  12. Contractor and subcontractor employees should use the freight elevator to access floors, and should remain within construction work zones whenever possible.
  13. Contractor and subcontractor employees may eat lunch or take breaks within the construction work zones, or utilize the restaurant facilities in the building. Cooking is not permitted anywhere in the building.
  14. Radios and other noise shall be kept to a reasonable level so as not to disturb tenants or their visitors.
  15. Core boring and other noisy and/or disruptive activity must be performed after normal business hours and coordinated through the Building Manager and/or Owner.
  16. Lights in construction work areas should be turned off at the end of the work day.
  17. Contractor shall provide an adequate number of fire extinguishers in the work area throughout the construction period.
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## EXHIBIT C – INSURANCE

*Note: All sub-contractors are also responsible for the requirements outlined below.*

- I. The Service Contractor shall provide the following minimum insurance coverage:
- A. **Commercial General Liability:**  
Combined Single Limit - \$2,000,000 per occurrence and \$5,000,000 annual aggregate per location. Such insurance shall be broad form and include, but not be limited to, contractual liability, independent contractor's liability, products and completed operations liability, and personal injury liability. A combination of primary and excess policies may be utilized. Policies shall be primary and noncontributory.
  - B. **Workers' Compensation:**  
Statutory Limits
  - C. **Employer's Liability:**  
With minimum liability limits of \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease policy limit; \$1,000,000 bodily injury each employee.
  - D. **Commercial Automobile Liability:**  
Combined Single Limit - \$1,000,000 per accident.  
  
Such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.
  - E. **Property Insurance:**  
All-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on the Property by the Service Contractor.
- II. Policies described in Sections I.A. and I.D. above shall include the following as **additional insured**, including their officers, directors, employees, shareholders, partners, joint venturers, affiliates, successors, and assigns. A GL-2010 Endorsement shall be utilized for the policy(ies) described in Section I.A. above. Please note that the spelling of these parties must be exactly correct or the Contract Duties will not be allowed to commence.
- 1. **1900 Ogden (Aurora) Manager, LLC**
  - 2. **Syndicated Equities Group, LLC**
  - 3. **1900 Ogden (Aurora) Manager, LLC**
  - 4. **Trust Number 8002363647, under trust agreement dated December 18, 2013**
  - 5. **1900 Ogden Rush, LLC**
  - 6. **1900 Ogden Rush II, LLC**
  - 7. **1900 Ogden (Aurora) Investors, LLC**
  - 8. **Laurens-E Investment, LLC**
  - 9. **Laurens-Greenview Investment, LLC**
  - 10. **MB Real Estate Services, Inc.**
- III. Service Contractor waives any and all rights of subrogation against the parties identified above in Paragraph II above as additional insureds.
- IV. All policies will be written by companies licensed to do business in the State of Illinois and which have a rating by Best's Key Rating Guide not less than "A-/XII".
- V. Service Contractor shall furnish to the Owner or Agent Certificates of Insurance evidencing the above coverage. Original Certificate(s) of Insurance must be provided before Service Contractor commences Contract Duties or Contract Duties will not be allowed to commence. MB Real Estate Services, Inc.. shall be

the certificate holder. At Owner's request, Service Contractor shall promptly deliver copies of any insurance policies required to be maintained by Service Contractor under this Agreement.

VI. Certificates of Insurance required under this Agreement shall contain the following words verbatim:

"It is agreed that this insurance will not be canceled, not renewed or the limits of coverage in any way reduced without at least thirty (30) day's advance written notice ten (10) days for non-payment of premium) sent by certified mail, return receipt requested to:

MB Real Estate Services, Inc.  
181 West Madison – Suite 4700  
Chicago, Illinois 60602

*Facsimile number is 312-558-3883*

Exhibit D

2008822

# Security System and Services Agreement



**Alarm Company ("Alarm Co"):**  
**Alarm Detection Systems, Inc.**  
 1111 Church Road Aurora, IL 60505-1905  
 (630) 844-6300 IL Lic. No. 127-000143

**Subscriber ("Sub"):**  
 M/T: #152447  
 MB Real Estate Services  
 181 W. Madison  
 Suite 4700  
 Chicago, IL 60602

**Account #**  
 1900 Ogden (Aurora) Manager,  
 LLC  
 1900 Ogden Ave.  
 Aurora, IL 60504

Alarm Co agrees to furnish Sub with installation as described and services as checked, and provide any other Alarm Co services upon request at established rates. Radio transmitting equipment, CPU chip, software, data, passcode to the software and the transmitting and receiving equipment necessary for monitoring service remains the property of Alarm Co. Title and ownership of all other equipment, wiring and apparatus shall ☐ remain with Alarm Co, or ☐ transfer to Sub upon full payment of the purchase price.

<input type="checkbox"/> MONITOR BURGLAR ALARM	<input checked="" type="checkbox"/> MONITOR FIRE ALARM	<input type="checkbox"/> MONITOR OTHER _____
AT CENTRAL MONITORING STATION (CS) <input checked="" type="checkbox"/> ALARM CO UL/FM CS <input type="checkbox"/> OTHER CS _____		
SIGNALING FROM SUB TO CS IS: <input type="checkbox"/> DIGITAL COMMUNICATOR <input type="checkbox"/> INTERNET <input checked="" type="checkbox"/> RADIO <input type="checkbox"/> CELLULAR <input type="checkbox"/> OTHER _____		
<input type="checkbox"/> OPENING/CLOSING CONTROL OF SYSTEM <input type="checkbox"/> OPENING/CLOSING, LOG ONLY <input type="checkbox"/> ACCESS TO ACTIVITY REPORTS FOR SUB		
PARTS AND LABOR REPAIR SERVICE: <input type="checkbox"/> BURGLAR <input type="checkbox"/> FIRE <input type="checkbox"/> CCTV <input type="checkbox"/> CARD ACCESS <input type="checkbox"/> OTHER _____		
REPAIR SERVICE UPON REQUEST ON A BILLABLE T & M BASIS: <input type="checkbox"/> BURGLAR <input checked="" type="checkbox"/> FIRE <input type="checkbox"/> CCTV <input type="checkbox"/> CARD ACCESS <input type="checkbox"/> OTHER _____		
FIRE TESTING: <input type="checkbox"/> MO. <input type="checkbox"/> QTRLY <input type="checkbox"/> SEMI-ANNUAL <input checked="" type="checkbox"/> ANNUAL <input type="checkbox"/> UL CERT. _____ <input type="checkbox"/> RUNNER SERVICE <input type="checkbox"/> INSTALL ONLY		

Sub shall pay Alarm Co the sum of (\$ -0- ) Dollars, of which 1/2 is to be paid upon signing of this Agreement or when billed to Sub shortly thereafter, and the unpaid amount is to be paid upon substantial completion of installation, and shall pay in addition for ongoing services the sum of (\$ 105.00 ) Dollars per month, payable quarterly in advance. Monthly charges may be prorated to coincide with standard periods. A late payment charge of 1 1/2% per month may be added to all amounts that remain unpaid for more than thirty (30) days, which is an Annual Percentage Rate of 19.56%.

## SYSTEM DESCRIPTION

To continue above services

IT IS UNDERSTOOD AND AGREED THAT IF ANY AUTHORITY HAVING JURISDICTION REQUIRES ANY CHANGES AND/OR PERMIT FEES TO THE ABOVE SYSTEM, IT WILL BE AT ADDITIONAL EXPENSE TO THE SUB.

SUB ACKNOWLEDGES THAT THE ADDITIONAL TERMS AND CONDITIONS CONTAINED ON THE REVERSE SIDE INCLUDING THE LIQUIDATED DAMAGES (PAR. 11), INDEMNIFICATION OF ALARM CO (PAR. 12) AND WAIVER OF SUBROGATION (PAR. 13) ARE MADE PART OF THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE HEREIN.

THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR A PERIOD OF FIVE YEARS FROM THE DATE ON WHICH THE MONTHLY CHARGES OR TIME AND MATERIAL CHARGES UNDER THIS AGREEMENT BECOME EFFECTIVE, AND THEREAFTER SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE TERMS EQUAL TO THE INITIAL TERM. THIS AGREEMENT IS TERMINABLE BY EITHER PARTY UPON WRITTEN NOTICE BY REGISTERED OR CERTIFIED MAIL, MADE AT LEAST THIRTY DAYS PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM.

By: \_\_\_\_\_  
 Authorized Representative — Alarm Co

Approved: \_\_\_\_\_  
 Officer — Alarm Co

\_\_\_\_\_  
 Sub Signature Date

\_\_\_\_\_  
 Sub Printed Name



EXHIBIT D

TERMS AND CONDITIONS

2008822

1. Alarm Co assumes no liability for interruption of service or installation due to labor disputes, floods, riots, fires, interruptions in communication services, acts of God, or any causes beyond the control of Alarm Co, and Alarm Co is not required to supply service to Sub while such interruptions exist. Sub has the affirmative duty to inform Alarm Co, prior to beginning of installation, of every location at the premises where Alarm Co should not because of concealed obstructions or hazards such as pipes, wires, or asbestos) enter or drill holes. Unless so notified, Alarm Co will determine where to drill holes and place equipment. Alarm Co will take reasonable precautions to avoid concealed obstructions, but has no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, Alarm Co will cease work until Sub has, at Sub's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose danger to personnel. Costs incurred to repair pipes, wires, or other obstructions, and any resulting damaged walls, ceilings, floors or furnishings shall be Sub's sole expense and responsibility. In no case shall Alarm Co be liable for discovery or exposure of hidden asbestos or other hazardous material.

2. Sub will provide access to premises to Alarm Co for installation of System or service. Sub understands Alarm Co may use subcontractors to provide installation, repair, maintenance and other services and agrees that installation of System does not create a fixture to Sub's premises. In the event Sub is not the owner of premises, Sub warrants that they have obtained the written consent of owner for the installation and removal of System. Alarm Co will have the right to install transmitting and receiving equipment in the telephone or mechanical equipment room and on the roof or top of Sub's buildings or structures. Sub agrees to furnish necessary continuous 110 volt non-switched dedicated electrical circuits and outlets at Sub's expense for Alarm Co equipment. Sub will provide adequate lighting for any CCTV system and otherwise provide the proper environment for the System per manufacturer specifications or as Alarm Co may reasonably request. Sub also agrees to allow surface wiring as needed and understands that any requirement for (A) plenum wire, (B) conduit, (C) a non-standard business hour schedule, (D) union workers, or (E) prevailing wages will be at an additional charge unless specified in Agreement.

3. Alarm Co agrees, in accordance with repair services chosen by Sub as checked or as provided, to repair System during the term of Agreement. Alarm Co shall make any necessary repairs as soon after receipt of notice from Sub as is reasonably practical. Sub agrees that while Alarm Co's duty to service System is subject to the availability of the original part or equipment from original manufacturer, Alarm Co may elect to use new or refurbished substitute components or replacement parts of similar operational intent. **Repaired Service:** Police agencies require repair of Systems which cause false dispatches. When Alarm Co takes over rendering services to Sub in whole or in part at the request of Sub, or as a result of the acquisition of Sub from another alarm company, Alarm Co shall have no duty to test signaling unless Alarm Co reprograms or installs new monitoring equipment. Alarm Co will then test one signal of each type to be monitored (e.g., burglar, hold up, fire alarm, fire trouble, fire supervisory). Unless specifically requested to do so in writing by Sub, Sub has no expectation and Alarm Co has no duty to (A) perform a partial or complete System test during any service visit, whether to reprogram control, repair a defect or at any other time, or (B) re-engineer System or verify its compliance to current code even when System of Sub, through the passing of time, changes in the code or otherwise, is not code compliant. Sub also acknowledges that defects or deficiencies noted on Alarm Co service or test reports not covered by Alarm Co repair service agreement will not be repaired unless specifically requested to do so by Sub in writing. Sub agrees that all changes to System necessitated by a change in telephone service, including dialing pattern or area code changes, and all repairs to System caused by remodeling, code requirements, corrosive atmosphere, improper use of System, misuse, abuse, vandalism, lightning or any other act of God are billable even when Sub has a repair service agreement in force.

4. Sub understands that the System and transmitting equipment are not infallible and may fail to generate the intended signals and, irrespective of the communications equipment or service used, the communication of data from the System may be interrupted, cut off, circumvented or otherwise compromised. During an outage, signals will not be received by the CS nor will CS have any reliable notification that such outage exists. Internet, cellular or radio service used as a primary or secondary communications path are all subject to transmission interruptions. Cellular or radio signaling may be interrupted by atmospheric conditions or jamming and internet service may be adversely affected by line cut, internet traffic, computer maintenance or other conditions beyond the control of Alarm Co which may prevent or delay alarm signal transmission to CS. Sub further understands that all communication services are prohibited by their nature, and acknowledges that multiple types of communications equipment and redundant services are available at additional cost to increase system reliability and the likelihood of signals being successfully communicated to CS. It is Sub's sole responsibility to (A) routinely test and confirm that the Sub's communications equipment and services used to transmit data to CS remain functional with System, especially when there are any changes to such communications equipment or services; (B) immediately after the installation of DSL, Voice over Internet (VOIP) or other broadband service, test the System's signal transmission with CS because such change may prevent the System from sending alarm signals to CS; and (C) test the System, including testing any motion detectors, any other electronic equipment, the communications equipment and service periodically, at least monthly, and Sub shall immediately report to Alarm Co any problem with System. When standard telephone service is used for signaling to CS and the System is activated, Sub may be unable to use their telephone to make other calls (such as calls to the 911 emergency operators) during the transmission of alarm data and therefore Sub may wish to have System connected to a second telephone line.

5. Sub acknowledges and agrees that both Sub and Alarm Co are required to comply with all laws, rules and regulations regarding monitoring and alarm response created or adopted by the AHI. The CS may modify or discontinue any particular response service due to governmental or insurance requirements by giving Sub notice. If alarm signal is transmitted to an Other CS, policies and procedures are determined by that entity. Upon receipt of an alarm signal at Alarm Co CS from Sub's premises, CS will first make calls to Sub or its representatives to attempt to verify whether or not an emergency condition exists. If CS believes that an emergency condition may exist, CS will then make a reasonable effort to notify police, sheriff, fire department or other authority having jurisdiction (AHJ). CS shall make a reasonable effort to notify Sub or its designated representative by telephone or other means unless runner service or private runner is provided or CS has been instructed to do otherwise by Sub. Should Sub's representative fail to respond within thirty (30) minutes to an alarm with an outside danger which is causing a disturbance, or to an alarm which is constantly transmitting signals to the CS, Sub authorizes Alarm Co to use its discretion to gain entry to building with whatever method is required, including forcible entry, and remedy malfunction on behalf of Sub. Furthermore, Sub agrees to pay Alarm Co for such service at then current rates for such call. If AHJ has a physical on-site verification requirement, upon receipt of alarm signal, CS will not notify the AHJ and shall only attempt to notify Sub's designated representative or, if subscribed to by Sub, a private responder in accordance with written instructions from Sub. If private responder notifies CS that an emergency condition has been observed, CS will then notify the AHJ.

6. If runner service is provided, CS will dispatch Alarm Co runner responder or runner subcontractor to the Sub premises when available. Runner will meet and provide access to the Sub premises for the owner's representative or responding police or fire authorities if Alarm Co has keys for the premises. Runner is not providing an armed or unarmed guard or policing function and has no duty to attempt to apprehend unauthorized persons.

7. Sub hereby agrees that Alarm Co shall have the right to modify the charges at any time or times beginning six (6) months after the date of this Agreement by giving Sub written notice a minimum of sixty (60) days in advance of the effective date of such change. If Sub is unwilling to pay such increase and notifies Alarm Co in writing by certified mail, return receipt requested at least thirty (30) days prior to the effective date of such increase, Alarm Co shall be permitted, at its sole option, upon written notice to Sub, to terminate this Agreement as if the term had expired or, in the alternative, to continue the prior rate and allow this Agreement to remain in full force and effect without further notice. Failure to notify Alarm Co in writing at least thirty (30) days prior to the effective date of increase will constitute Sub's consent to the increase, and all other terms and conditions of this Agreement shall remain in full force and effect.

8. Sub authorizes Alarm Co to investigate its credit, employment, income history and references. Upon Sub's failure to pay any sums due Alarm Co under this Agreement, or upon termination of service by Sub or Alarm Co, Alarm Co may terminate its obligations under this Agreement and remove any Alarm Co owned radio equipment, wiring and apparatus from Sub's premises or alternately abandon all or any portion of the System. If Sub does not permit Alarm Co to recover all Alarm Co owned radio, equipment, wire and apparatus, monthly charges will be continued solely as a rental fee for such equipment (with no other services to be provided by Alarm Co) until Alarm Co is allowed to recover its equipment. Alarm Co will have no obligation to repair or rework any portion of Sub's premises due to the removal of Alarm Co's System. At such time, all charges incurred under the terms of this Agreement, up to cancellation date, shall immediately become due and payable. In addition, the parties agree that it would be very difficult, if not impossible, to ascertain actual damages for any breach of Agreement by Sub, and the parties agree that

Sub shall immediately pay to Alarm Co, upon any breach, or upon premature cancellation of service by Sub, as and for liquidated damages, the sum of seventy-five percent (75%) of any charges remaining to be paid under the terms and life of this Agreement. The parties further agree that Sub shall pay all court costs, collection fees and reasonable attorney's fees of thirty-three and one-third percent (33 1/3%) of all monies remaining to be paid under this Agreement, if Alarm Co places this Agreement in the hands of an attorney for collection.

9. If Alarm Co incurs any new or increased charges for use of telephone or other communication lines or services, or if any new or increased taxes or license fees shall be incurred by Alarm Co which increase Alarm Co's cost of performing this Agreement, the proportional share of such costs shall be payable by Sub in increased monthly charges. Sub gives Alarm Co its consent to order an access connection on Sub's line from a telephone or cable company to provide monitoring service. Sub agrees to pay any false alarm fines or assessments, permits, taxes, fees or other charges relating to the installation or services provided under this Agreement charged by any governmental body.

10. Sub shall not permit any person or persons to attach any device, contrivance or apparatus to the lines, wires or equipment of Alarm Co System, or to alter, remove or tamper with any software, data, access codes or System equipment, except the authorized agents of Alarm Co, without the written permission of Alarm Co. Sub warrants and represents that Sub is not under any enforceable agreement with any other party for any service, repair, monitoring or other work that Alarm Co is providing under this Agreement.

11. **LIMITATION OF LIABILITY** It is understood and agreed: That Alarm Co and its directors, officers, shareholders, agents, assigns, employees, or independent contractors providing portions of the installation or services for Sub (including, but not limited to, signal carriers, telephone companies, municipal agencies, monitoring providers), all hereinafter referred to as "Others," are not an insurer; that insurance covering all loss, damage, and expense arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement, shall be obtained and continuously maintained by Sub; that payments provided for herein are based solely on the value of System and services as set forth herein and are unrelated to the value of Sub's property or property of others located on Sub's premises; that Alarm Co and Others make no guarantee, representation or warranty, including any implied warranty of merchantability or fitness for the System or services supplied may not be compromised or circumvented, or that System or services will in all cases provide signaling, monitoring and response for which it was intended; that Sub is not relying on Alarm Co's skill or judgment in selecting or furnishing a System or service suitable for any particular purpose.

Sub understands and agrees that the liability of Alarm Co and Others for all loss, damage or expense which may occur prior to, contemporaneously with, or subsequent to execution of this Agreement due to improper installation, operation or non-operation of System or services (including, without limitation or example, communications equipment or services necessary to transmit to or receive any data at the CS) is expressly limited as set forth herein. Should there arise any liability on the part of Alarm Co or Others for any damages of any kind, including, without limitation, economic losses, personal injury, death, or property damage (real or personal) which is in connection with, arises out of or from, results from, is related to or is a consequence of the active or passive sale, joint or several negligence of any kind or degree (including gross negligence) of Alarm Co or Others including, without limitation, acts, errors or omissions which occur prior to, contemporaneously with or subsequent to execution of this Agreement, or breach of this Agreement, or any claim brought in product or strict liability, subrogation, contribution or indemnification, whether in contract, tort or equity, including, without limitation, any general, direct, special, incidental, exemplary, punitive, statutory or consequential damages, irrespective of cause, such liability shall be limited to the maximum sum of 10% of the annual service charge or \$2,000.00, whichever is greater, collectively for Alarm Co and Others, as liquidated damages and not as a penalty as Sub's exclusive remedy.

In the event that Sub wishes Alarm Co or Others to assume greater liability, Sub may, as a matter of right, obtain from Alarm Co a higher limit by paying an additional amount proportionate to the increase in exposure assumed by the Alarm Co, but Sub expressly and explicitly acknowledges that the maximum sum of 10% of the annual service charge or \$2,000.00, whichever is greater, collectively for Alarm Co and Others, shall in no event exceed Alarm Co or Others' insurers. This limitation of liability covers all Alarm Co supplied equipment and services, including monitoring, at all of Sub's locations. Sub acknowledges that additional premises protection and a higher level of security for alarm signal transmission to the CS is available at additional cost to Sub.

12. **INDEMNIFICATION** If anyone other than Sub asks Alarm Co or Others to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) a failure of the System or services, (ii) Alarm Co's or Other's own negligence, (iii) any other improper or careless activity of Alarm Co or Others in providing the System or services or (iv) a claim for indemnification or contribution, Sub will repay, respectively, to Alarm Co or Others (a) any amount which a court orders Alarm Co or Others to pay or which Alarm Co or Others reasonably agree to pay, and (b) the amount of Alarm Co's or Other's reasonable attorney's fees and any other losses and costs that Alarm Co or Others may pay in connection with the harm or damages. Sub's obligation to repay Alarm Co or Others for such harm or damages shall not apply if the harm or damages happens while one of either Alarm Co's or Other's employees or subcontractors are in or about the protected premises, and such harm or damages is solely caused by that employee or subcontractor. Sub hereby releases Alarm Co and Others for losses, damages and expenses (i) covered by Sub's insurance policies, (ii) policy deductibles, co-pay percentages, or retained limits, (iii) in excess of amounts paid by Sub's insurance, and (iv) due to underinsurance.

13. **WAIVER OF SUBROGATION** Sub hereby waives all claims for recovery against Alarm Co or Others for any loss or damage to any of Sub's property insured under valid or collectible insurance policies. This waiver of subrogation rights shall extend to all forms of subrogation, including but not limited to equitable and conventional subrogation, and shall be binding on any and all assignees or subrogees of Sub's rights. Sub agrees to shift the risk of loss to its insurers who have expressly contracted to accept the risk of loss as to Sub's property. Sub expressly and explicitly acknowledges that its insurers have undertaken said risk of loss as to its property and that these insurers have charged Sub a fee or premium commensurate with that undertaking of risk of loss. Sub will notify its insurance company of this release.

14. All verbal or written communication between the parties which occurred prior to the date of this Agreement are merged into terms of this Agreement and the entire agreement of the parties is expressed hereinabove and no verbal understandings or agreement shall alter, change or modify the terms and provisions of this Agreement except that additional protection offered by Alarm Co to Sub remains available subject to current pricing. Sub is not relying on any advice or advertisement of Alarm Co. In the event that any provision of this Agreement is found to be unenforceable, all other terms shall remain in full force and effect. It is understood and agreed that if there is any conflict between this Agreement and Sub's purchase order, or any other Sub document, this Agreement will govern whether such purchase order or other document is executed prior or subsequent to this Agreement and that any work performed under any Sub construction-type contract or purchase order is subject to the terms and conditions of this Agreement. Alarm Co may assign this Agreement without prior notice or consent of Sub; however, Sub may not assign this Agreement unless such assignment is consented to in writing by Alarm Co. Sub further agrees that this Agreement becomes effective only upon either (i) an officer of Alarm Co signing a copy of this Agreement or (ii) Alarm Co commencing the work to be performed under this Agreement. Sub further acknowledges that Sub may not receive a copy of Agreement signed by an officer of Alarm Co and that lack of such a receipt shall not, in any way, invalidate or otherwise affect this Agreement. This Agreement is deemed executed in Kane County, Illinois, shall be governed by Illinois law and venue shall be exclusive in the Circuit Court of Kane County, Illinois should any dispute between Alarm Co and Sub be litigated. The parties hereby waive any objection they may have to jurisdiction or venue of any such suit, and further waive trial by jury in any action between them. No suit or action shall be brought against Alarm Co or Others more than one year after the accrual of the cause of action. In any action commenced by Alarm Co against a non-residential Sub, Sub shall not be permitted to impute any counterclaim. The interpretation of this Agreement shall not be construed against the drafter. If Sub moves, Sub may move the alarm service to Sub's new location upon the payment of reasonable costs incurred in transferring the System to the new location. All terms contained in this Agreement will remain in full force and effect and Sub will continue to be liable for the remaining period under terms of this Agreement.