

NAVARRO COUNTY COMMISSIONER'S COURT

A Special meeting of the Navarro County Commissioner's Court was held on Monday, the 23rd day of July, 2012 at 10:00 a.m., in the County Courtroom of the Navarro County Courthouse in Corsicana Texas. Presiding Judge HM Davenport, Commissioners Present Kit Herrington, David Warren, Dick Martin, and James Olsen.

1. 10:02 a.m. Motion to convene by Comm. Herrington sec by Comm. Warren
All voted aye motion carried
2. Opening prayer by Judge Davenport
3. Pledge of Allegiance
4. Public Comments- All comments were made when agenda item #12 was taken up
Susan Gammage, Karilee Nunn, Kathy Holloman, & Mike Byrd
Public-Dr. Dave Campbell, Steven Farris, Dick Aldama, Hugh Stroube, Paul Hooper,
Dub Maines representative for Congressman Barton, Bryon Cook, Joann Harris Means,
Gail Hurley, Jim Breithaupt, Robert Boyd, Bobbie Young, Babette Samuels, Shana
Owen, Melinda Veldman, Pam Stroube, Neal Green, and Larry Bailey.

CONSENT AGENDA

Motion to approve the consent agenda items 5-11 by Comm. Herrington sec by Comm. Martin

All voted aye motion carried

5. Motion to approve the minutes from the previous meetings of July 9th, 2012 and July 17th, 2012
6. Motion to approve and pay bills as submitted by the County Auditor including current bills, (paid 7/15/2012)
7. Motion to approve minutes of the May 3rd, 2012 Planning and Zoning meeting
TO WIT PG 484
8. Motion to approve replat in Vista Ridge Ph.1. Lots 79,80,and 81 for Daniel Moore
9. Motion to approve replat in Plettenberg Bay, Lots 7A and 7B for George Myers
10. Motion to approve budget adjustment to move \$20,000 from Road Material (211-611-376) to Gas and Oil (211-611-370) in Pct.1

11. Motion to approve budget adjustment to move \$10,000 from Machinery & Equipment (211-611-575) to Repairs & Maintenance (211-611-445) in Pct. 1

REGULAR AGENDA

12. Motion to approve Navarro County Courthouse Restoration and execution of necessary documents by Judge Davenport sec by Comm. Martin
Vote: Judge Davenport-Aye Comm. Herrington-No
Comm. Martin-Aye Comm. Olsen-No
Comm. Warren-Aye
3-2 motion carried **TO WIT PG 485-506**

13. Open for Public Hearing Public Hearing Closed
Motion to approve amended variance application to drill within six hundred (600) feet of a final platted residential subdivision and 200 feet of an adjacent property for Pace Petroleum, location is just off of SE CR 3150 per agreement with Vista Ridge HOA by Comm. Martin sec by Comm. Olsen
All voted aye motion carried **TO WIT PG 506A-506K**

14. Motion to approve Special Use Permit as per agreement and subject to Road Bond too drill for oil in lake-shore area for Pace Petroleum, is just off of SECR 3150 by Comm. Martin sec by Comm. Herrington
All voted aye motion carried **TO WIT PG 506L-506W**

15. Motion to allow to withdraw and approve appeal to Commissioner's Court as mute from Pace Petroleum regarding the "denial without Prejudice" decision the Planning and Zoning Board made on February 9th, 2012, pertaining to the request of a variance to drill 150' from platted subdivision line of Vista Ridge Phase I by Judge Davenport sec by Comm. Olsen
All voted aye motion carried

16. Motion to approve re-appointment of Lakes MHMR Board of trustees, Janie Biltz by Judge Davenport sec by Comm. Herrington
All voted aye motion carried

17. Motion to approve and ratify action on burn ban order by Comm. Herrington sec by Comm. Warren **TO WIT PG 507-512**
All voted aye motion carried

18. Motion to approve of Interlocal Agreement between Navarro County and Tarrant County for a Cooperating Purchase Program by Comm. Warren sec by Comm. Olsen **TO WIT PG 513-515**
All voted aye motion carried

19. Motion to enter into a contract with iDocket.com LLC to grant access to Navarro County Clerk's court docket data on the Internet at no cost to the County, to provide a service to the public, especially attorney and bondsman by Comm. Olsen sec by Comm. Warren **TO WIT PG 516**
All voted aye motion carried
20. Motion to approve contracts for office security with ADT Security Services, Inc. aka Tyco Integrated Security LLC (Tyco) for Auditor, County Clerk, Tax Assessor-Collector, County Treasurer and District Clerk by Comm. Herrington sec by Comm. Martin **TO WIT PG 517-558**
All voted aye motion carried
21. Motion to table County Auditor's June 2012 monthly financial reports pursuant to Sec 114.024 by Comm. Herrington sec by Comm. Olsen
All voted aye motion carried
22. Motion to approve Renewal Agreement for Dental Services with Dentrust Dental International, Inc by Comm. Herrington sec by Comm. Martin
All voted aye motion carried **TO WIT PG 559-573**
23. Motion to approve Modifications 3,4,5,6,7,8,9 and 10 to HIDTA Grant number G11NT0001A to increase the grant from \$2,392,269 to \$2,571,269 by Comm. Olsen sec by Comm. Herrington
All voted aye motion carried **TO WIT PG 574-608**
24. Motion to approve Corbet Water Supply Company to run a 1 inch water line along SWCR 4280, Pct.3 by Comm. Warren sec by Comm. Herrington
All voted aye motion carried **TO WIT PG 609-610**
25. Motion to go into Executive Session Pursuant to the Texas Government Code Section 551.071 to discuss Pending/Anticipated Litigation by Comm. Herrington sec by Comm. Martin
All voted aye motion carried

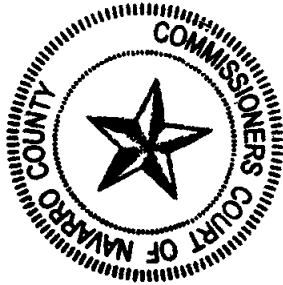
Motion to come out of executive session by Comm. Herrington sec by Comm. Martin
All voted aye motion carried
26. Motion to approve action taken on Executive Session Pursuant to the Texas Government Code Section 551.071 to discuss Pending/Anticipated Litigation To hire Terry Jacobson to represent the county in computer matter with Netdata. By Judge Davenport sec by Comm. Olsen
All voted aye motion carried

27. Motion to adjourn by Comm. Herrington sec by Comm. Olsen
All voted aye motion carried

I, SHERRY DOWD, NAVARRO COUNTY CLERK, ATTEST THAT THE FOREGOING IS A TRUE AND ACCURATE ACCOUNTING OF THE COMMISSIONERS COURT'S AUTHORIZED PROCEEDING FOR JULY 23rd, 2012.

SIGNED 23rd DAY OF JULY 2012.


SHERRY DOWD, COUNTY CLERK





NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

Phil Sealy - Director
Becky Garrett - Addressing
Stanley Young - Environmental Services
Robert Gray - Code Enforcement

www.co.navarro.tx.us
300 West Third Avenue, Suite 16
Corsicana, Texas 75110

Phone: (903) 875-3310

Fax: (903) 875-3314

PLANNING AND ZONING COMMISSION MINUTES

May 3rd, 2012

5:00 P.M.

The meeting was called to order with five members present. The roll was called and the attendance was as follows:

Chairman Jacobson – present
Scott Watkins – absent
Carroll Sigman – absent
Vicki Farmer – present
Dennis Bancroft – absent
Charles Irvine – absent
Kim Newsome – absent

Vice Chairman Moe –absent
Conrad Newton – present
Wayne McGuire - present
Jeff Smith - absent
Dolores Baldwin – absent
Caleb Jackson – present
Stuart Schoppert - absent

Item #2 on the agenda was consideration of the minutes of the April 5th, 2012 Planning and Zoning meeting. Motion to approve by Commissioner Farmer, second by Commissioner Newton, all voted aye.

Item #3 on the agenda was consideration of a replat in Mattie Caston Shores Ph. III lots #64 & 65 for Richard Price. Motion to approve contingent upon minor changes to the replat by Commissioner Jackson, second by Commissioner McGuire, all voted aye.

Item #4 on the agenda was consideration of special use permit for Dallas Production Company for an oil well. The property is located in the E. Powers Survey A-633 near the intersection of SE CR 3280 & SE CR 3285. Motion to approve contingent upon the agreement of a road bond with Precinct #2 County Commissioner Martin by Commissioner Newton, second by Commissioner McGuire, all voted aye.

Adjourn.

#12

**RESOLUTION
OF
NAVARRO COUNTY COMMISSIONERS COURT**

**SUPPORT
OF
THE COURTHOUSE RESTORATION PROJECT**

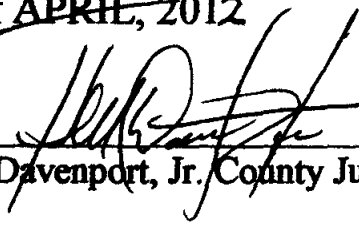
WHEREAS the Commissioners Court agrees that our historic Courthouse, completed and occupied since 1905, having served well the needs of the citizens of this county for 107 years, and is now in need of extensive repair and upgrades, and

WHEREAS, the county submitted an application to the Texas Courthouse Preservation Program (THCPP) in December 2011, after completion of the 2 year planning process and Master Plan and 95% Progress Set – Second Submittal, by/113 Architects, has been made in determining the needs and approximating the costs of the restoration, and

WHEREAS, on January 27, 2012, funding in the amount of \$4,439,997.00 was granted to apply toward the estimated cost of \$9,717,514.00 by the Texas Historic Commission, the state agency which administers the THCPP, contingent upon compliance with the terms of the Funding Agreement, to which this document is attached.

NOW, THEREFORE, BE IT RESOLVED THAT the Commissioners Court of Navarro County, Texas, affirms by this vote its willingness to accept this funding award, to contribute the funding necessary to complete the project, to enter into the aforementioned Funding Agreement and to hereby declare its complete support for this important project to preserve the history and heritage of this courthouse for future generations.

Approved this ^{23rd} ~~9th~~ Day of ~~APRIL~~ July, 2012


H.M. Davenport, Jr. County Judge

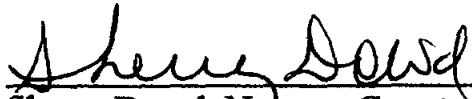

Kit Herrington, Comm, Pct 1


Dick Martin, Comm, Pct 2


David Warren, Comm, Pct 3


James Olsen, Comm, Pct 4

ATTEST:


Sherry Dowd, Navarro County Clerk



**STATE OF TEXAS
COUNTY OF NAVARRO**

GRANT OF EASEMENT

The County of Navarro ("Grantor"), a political subdivision of the State of Texas, owner of property described as Navarro County Courthouse and Grounds ("Property"), as more fully described in Attachment "A" to this document, which is incorporated herein for all purposes as if it were set forth fully herein, in consideration of \$10.00 and other valuable consideration, receipt of which is acknowledged, does hereby grant, bargain, sell, and convey to the Texas Historical Commission ("Grantee"), an agency of the State of Texas, the following easement ("Easement").

Grantor has legal and equitable fee simple title to the Property, and has the right and power to grant this easement. Grantee has the legal authority to accept this easement. Grantee considers the Property and the improvements thereon to represent a significant example of a historic, architectural, or cultural site important to the State of Texas. Grantor desires to grant to Grantee, and Grantee desires to accept, the easement on the terms and conditions set forth below.

TERMS AND CONDITIONS

1. GRANT

In consideration of the grant award to Grantor under the Texas Historic Courthouse Preservation Program ("Program"), Grantor hereby grants and conveys to Grantee an interest and easement in the Property, for the preservation of historic, architectural, scenic and open space values, of the nature and character and to the extent set forth in this Easement, to constitute a servitude upon the Property running with the land, for the benefit of and enforceable by the Grantee, to have and to hold the said interest and easement subject to and limited by the provisions of this Easement, to and for Grantee's proper uses.

2. SCOPE OF GRANTEE'S INTEREST AND EASEMENT

The easement herein granted conveys to the Grantee an interest in the Property consisting of the benefits of the following covenants and undertakings by Grantor.

- a. Without the prior written consent of Grantee, which shall not unreasonably be withheld, Grantor shall not cause or permit any construction, alteration, remodeling, dismantling, destruction, or other activity that would adversely affect or alter in any material way the appearance or the historic architectural integrity of the Property, except for routine maintenance.
- b. Grantor shall maintain and repair the Property as required to ensure that the historic architectural integrity of the Property is not permitted to deteriorate in any material way.
- c. The Significant changes in use to the building that may effect how the public spaces are used and/or preserved must receive prior approval in writing from the Grantee.

3. INITIAL LEVEL OF PRESERVATION

The level of preservation addressed in this Easement will be considered the state of preservation as achieved for the Property as outlined in the Scope of Work statement attached as Attachment "B" and including any modifications to the Scope of Work as may be approved in writing by the Commission during the course of planning and/or construction.

4. RESPONSIBILITIES OF GRANTOR IF PROPERTY IS DAMAGED OR DESTROYED

In the event that the building located on the Property is damaged or destroyed, by reason of fire, flood, earthquake, or other disaster or casualty of any kind whatsoever, Grantor's responsibilities shall be as follows:

- a. Partially damaged. If the Property is partially damaged (i.e., damaged to such an extent or of such nature that the historic architectural integrity of the Property can reasonably be restored to its prior condition), then Grantor shall restore the historic architectural integrity of the Property to the condition that existed just prior to the damage, to the extent possible consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995.
- b. Totally destroyed. If the property is totally destroyed (i.e., destroyed to such an extent that it is not possible to reasonably repair or restore the historic architectural integrity of the Property), Grantee and Grantor shall work together to determine whether it is economically and otherwise feasible to reconstruct the Property in a substantially similar manner. If the Property is reconstructed in a substantially similar design, this easement shall continue in force and apply to the reconstructed Property. If the Property is not reconstructed in a substantially similar design, this easement shall terminate upon agreement by the Grantee that reconstruction in a substantially similar design will not take place.

5. REMEDIES OF GRANTEE

Grantee shall have all remedies available to it at law or equity and Grantor agrees that money damages shall be insufficient compensation to Grantee for any breach by Grantor. It is further understood and agreed that in the event Grantor is found to have materially violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with enforcing this Easement, including Court costs and reasonable architect's and attorney's fees. It is understood and agreed that one of Grantee's remedies is the right to require the Grantor to restore the Property to the condition required by this Easement. The exercise by Grantee of one remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

6. ASSIGNMENT, SUCCESSORS AND ASSIGNS

- a. This Easement shall extend to and be binding upon Grantor and all persons hereafter claiming by, under or through Grantor, and the word "Grantor" when used herein shall include all such entities or persons whether or not such entities or persons have signed this instrument or had any interest in the Property at the time it was signed. Anything contained herein notwithstanding, a person shall have no obligation, pursuant to this Easement, if and when such person shall cease to have any (present, partial, contingent, collateral or future) interest in the Property or any portion thereof by reason of a bona fide transfer for value.
- b. Grantor acknowledges that in the event of the contemplation of a transfer of all or a portion of the Property, Grantor shall notify Grantee not less than thirty (30) days prior to the contemplated transfer, in writing, by certified mail with postage prepaid and return receipt requested, addressed to the Grantee as follows:

Texas Historical Commission
Post Office Box 12276
Austin, Texas 78711

Or to such other address as Grantee may from time to time designate in writing to the Grantor. A copy shall also be sent to the chairman of the Navarro County Historical Commission. Upon receipt of notice of the contemplated transfer, the Grantee shall consider the purpose and effect of the proposed transfer and may approve or disapprove the transfer, if it is determined that the transfer would be inconsistent with the purposes of this Easement. This provision shall expire when this Easement expires or fifty years from the date this easement takes effect (whichever occurs first).

- c. Grantee agrees that it will hold this Easement exclusively for conservation purposes: that is, it will not transfer this Easement for money, other property or services.

7. RESERVATION

- a. Grantor reserves the free right and privilege to the use of the Property for all purposes not inconsistent with the grant made herein.
- b. Nothing contained in this Easement shall be interpreted to authorize, require or permit Grantor to violate any ordinance relating to building materials, construction methods or use. In the event of any conflict between any such ordinance and the terms hereof, Grantor shall promptly notify Grantee of such conflict and Grantor and Grantee shall agree upon such modifications consistent with sound preservation practices, the Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995 and consistent with the requirements of such ordinance

8. ACCEPTANCE

Grantee hereby accepts the right and interest granted to it in this Easement.

Grant of Easement

Page 3

9. GRANTOR'S INSURANCE

- a. Grantor shall maintain, at its own cost, insurance against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage in such amounts as would normally be carried on a property such as that subject to this Easement, it being agreed that as of the date of this Easement, Grantor's present coverage in the amount of the estimated replacement cost of the building located on the Property (fire and extended coverage insurance). Such insurance shall include Grantee's interest and name Grantee as an additional insured and shall provide for at least thirty (30) days notice to Grantee before cancellation and that the act or omission of one insured will not invalidate the policy as to any other insured. Furthermore, Grantor shall deliver to Grantee certificates or other such documents evidencing the aforesaid insurance coverage at the commencement of this grant and a new certificate at least ten (10) days prior to the expiration of each such policy.
- b. For counties that are self-insured, there must be evidence of financial ability to repair or reconstruct the courthouse in the event of any potential loss.

10. RELEASE AND INDEMNIFICATION

To the extent allowed by the Constitution and laws of the State of Texas, Grantor shall be responsible for and does hereby release and relieve Grantee, its officers, directors, agents and employees, and will defend and hold Grantee, its officers, directors, agents and employees, harmless of, from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses which may be imposed upon or incurred by Grantee by reason of loss of life, personal injury and/or damages to property occurring in or around the Property occasioned in whole or in part by the negligence of Grantor, its agents or employees.

11. REVIEW, APPROVAL AND ADDITIONAL COSTS

Whenever the consent or approval of Grantee is required, it shall not be unreasonably withheld or delayed. In any event, Grantee shall respond to any request for consent within thirty (30) days (except under extraordinary circumstances) or such consent shall be deemed to have been given. The provisions of this paragraph shall apply to any request of Grantor for consent to and approval of plans and specifications by Grantee in the event of proposed restorations or alteration pursuant to the terms of this Easement.

12. NO THIRD PARTY BENEFICIARY

Anything to the contrary notwithstanding in this Agreement, all rights, privileges and benefits are for the exclusive use of the parties hereto, and there shall be no third party beneficiary hereof.

13. WORK DONE AS A CONDITION OF ACCEPTING THE GRANT

Grantee acknowledges that substantial corrective and restoration work has been done or will be done by the Grantor to preserve the historic architectural integrity of the Property. The corrective and restoration work shall be completed by Grantor in accordance with the grant, the Funding Agreement, and this Easement.

14. TERM OF AGREEMENT

This Easement shall become valid on the date of the last signature included herein and remain in effect in perpetuity unless terminated earlier by agreement of the parties. Notwithstanding, this Easement shall terminate if either the Funding Agreement, or Grantee's participation in the Program, are terminated prior to the receipt of any amount of the grant award.

15. SUPERSEDING CLAUSE

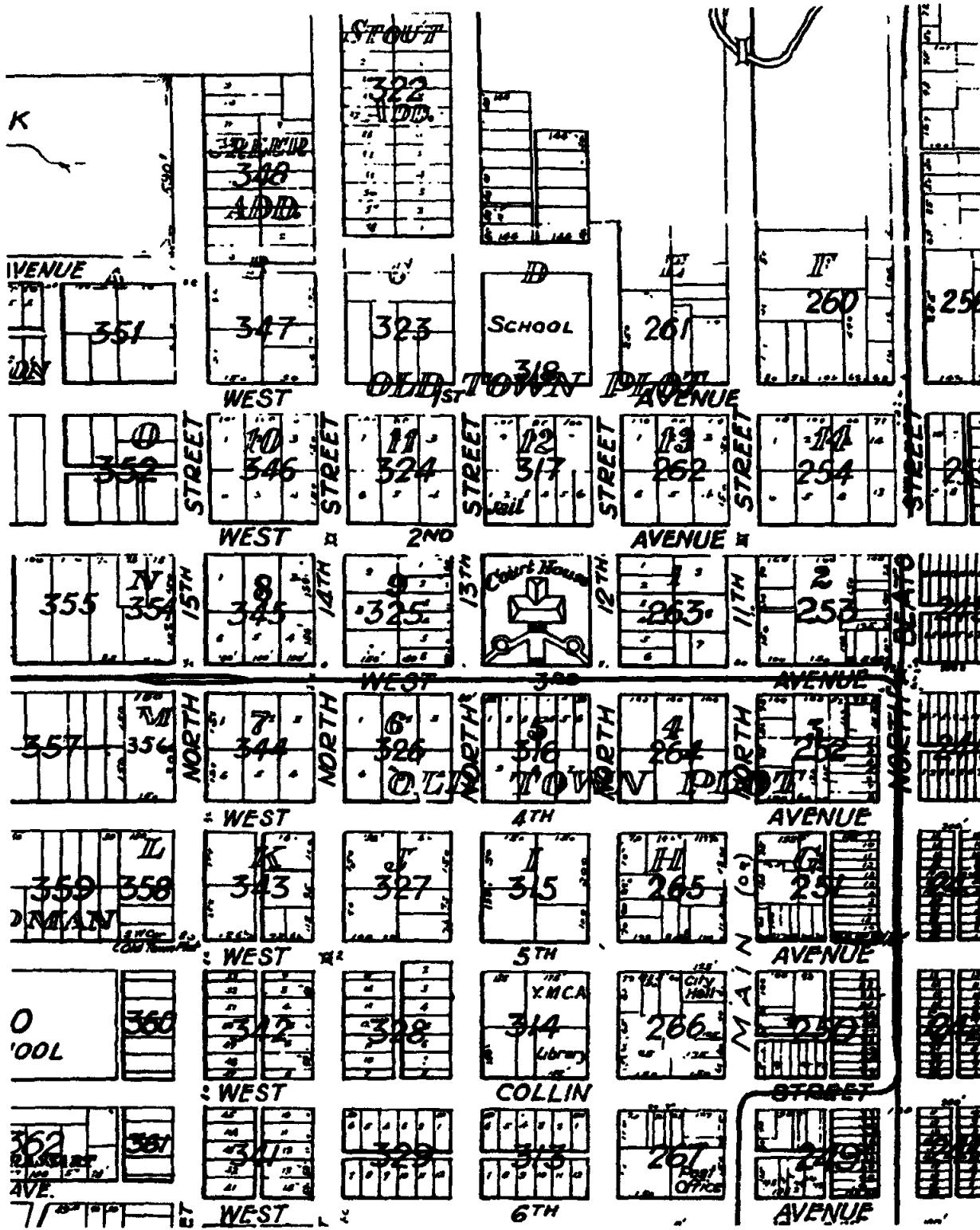
This Easement and the provisions contained herein shall supersede all previous easements granted by the Grantor to the Grantee on the Property described herein. Any previous easement shall hereafter be null and void as of the date this Easement is filed in the deed records of Navarro County.

16. SEVERANCE CLAUSE

In the event any provision of this Easement is found to be invalid, the remaining provisions of the Easement shall remain in force and effect as if such invalid provision had not been a part of the Easement.

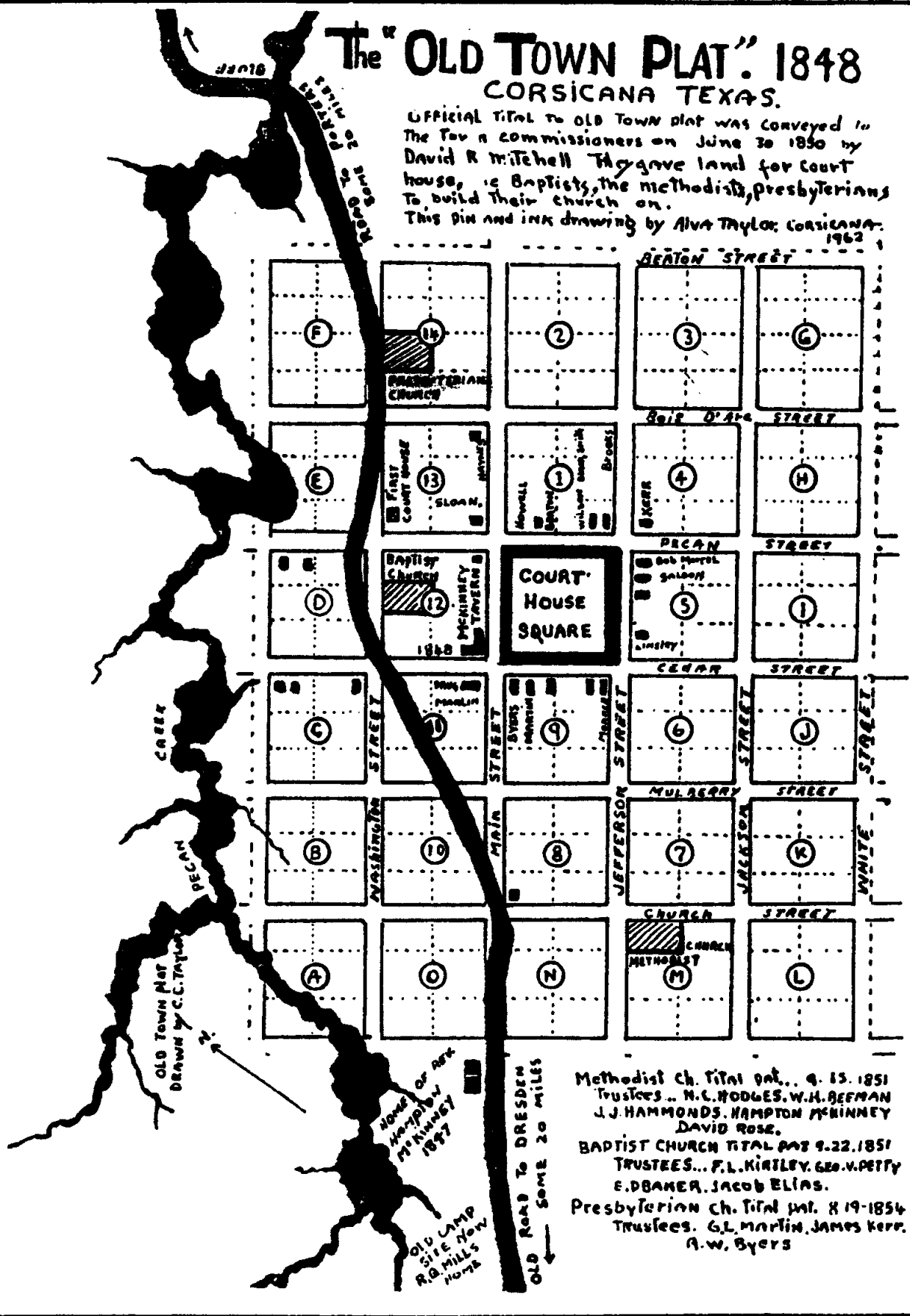
ATTACHMENT A
Grant of Easement

LEGAL DESCRIPTION:
County Clerk Legal Information
Downtown Corsicana Plat Map
The "Old Town Plat" 1848



The "OLD TOWN PLAT" 1848 CORSICANA TEXAS.

Official title to Old Town plat was conveyed to the Tax & Commissioners on June 30 1850 by David R. Mitchell They gave land for Court house, the Baptists, the Methodists, Presbyterians to build their church on.
This pen and ink drawing by Alva Taylor, Corsicana, 1962



N ↑

OLD TOWN MAP
DRAWN BY C.C. TAYLOR

HOME OF ABE
HAMMOND
McINNEY
1897

OLD CAMP
SITE NOW
R.G. MILLS
HOME

OLD ROAD TO DRESDEN
← Some 20 miles

Methodist Ch. Title Oct. 9. 1851
Trustees... N.C. HODGES, W.H. BEFMAN
J.J. HAMMONDS, HAMPTON MCINNEY
DAVID ROSE.

BAPTIST CHURCH TITLE OCT 9. 22. 1851
TRUSTEES... F.L. KIRTLBY, GEO. V. PETTY
E. DBAKER, JACOB ELIAS.

Presbyterian Ch. Title mt. 8 19-1854
Trustees. G.L. Martin, James Kerr.
A.W. Byers

This Easement is for the benefit of and appurtenant to the land, or any portion of the land, in the County of Navarro, State of Texas, described as follows:

In witness, this GRANT is executed on the 23rd day of July, in the year 2012.

Grantor: Navarro County

By: [Signature]
Hershell Davenport
Navarro County Judge

STATE OF TEXAS:

On this the 24th day of July, in the year 2012 before me, a Notary Public in and for the State of Texas, H M Davenport, Jr., known to me (or satisfactorily proven) to be the persons whose names are subscribed to the Grant of Easement acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I here unto set my hand and official seal.

[Signature]
Notary Public



Grantee: Texas Historical Commission

By: _____
Mark Wolfe
Executive Director

STATE OF TEXAS:

On this the ____ day of _____, in the year _____, before me, a Notary Public in and for the State of Texas, the undersigned officer, personally appeared Mark Wolfe, who acknowledged himself to be Executive Director of the Texas Historical Commission, a state agency organized under the laws of the State of Texas, and that he as such Executive Director, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Texas Historical Commission by himself as Executive Director.

In witness whereof, I here unto set my hand and official seal.

Notary Public

**STATE OF TEXAS
COUNTY OF NAVARRO**

GRANT OF EASEMENT

The County of Navarro ("Grantor"), a political subdivision of the State of Texas, owner of property described as Navarro County Courthouse and Grounds ("Property"), as more fully described in Attachment "A" to this document, which is incorporated herein for all purposes as if it were set forth fully herein, in consideration of \$10.00 and other valuable consideration, receipt of which is acknowledged, does hereby grant, bargain, sell, and convey to the Texas Historical Commission ("Grantee"), an agency of the State of Texas, the following easement ("Easement").

Grantor has legal and equitable fee simple title to the Property, and has the right and power to grant this easement. Grantee has the legal authority to accept this easement. Grantee considers the Property and the improvements thereon to represent a significant example of a historic, architectural, or cultural site important to the State of Texas. Grantor desires to grant to Grantee, and Grantee desires to accept, the easement on the terms and conditions set forth below.

TERMS AND CONDITIONS

1. GRANT

In consideration of the grant award to Grantor under the Texas Historic Courthouse Preservation Program ("Program"), Grantor hereby grants and conveys to Grantee an interest and easement in the Property, for the preservation of historic, architectural, scenic and open space values, of the nature and character and to the extent set forth in this Easement, to constitute a servitude upon the Property running with the land, for the benefit of and enforceable by the Grantee, to have and to hold the said interest and easement subject to and limited by the provisions of this Easement, to and for Grantee's proper uses.

2. SCOPE OF GRANTEE'S INTEREST AND EASEMENT

The easement herein granted conveys to the Grantee an interest in the Property consisting of the benefits of the following covenants and undertakings by Grantor.

- a. Without the prior written consent of Grantee, which shall not unreasonably be withheld, Grantor shall not cause or permit any construction, alteration, remodeling, dismantling, destruction, or other activity that would adversely affect or alter in any material way the appearance or the historic architectural integrity of the Property, except for routine maintenance.
- b. Grantor shall maintain and repair the Property as required to ensure that the historic architectural integrity of the Property is not permitted to deteriorate in any material way.
- c. The Significant changes in use to the building that may effect how the public spaces are used and/or preserved must receive prior approval in writing from the Grantee.

3. INITIAL LEVEL OF PRESERVATION

The level of preservation addressed in this Easement will be considered the state of preservation as achieved for the Property as outlined in the Scope of Work statement attached as Attachment "B" and including any modifications to the Scope of Work as may be approved in writing by the Commission during the course of planning and/or construction.

4. RESPONSIBILITIES OF GRANTOR IF PROPERTY IS DAMAGED OR DESTROYED

In the event that the building located on the Property is damaged or destroyed, by reason of fire, flood, earthquake, or other disaster or casualty of any kind whatsoever, Grantor's responsibilities shall be as follows:

- a. Partially damaged. If the Property is partially damaged (i.e., damaged to such an extent or of such nature that the historic architectural integrity of the Property can reasonably be restored to its prior condition), then Grantor shall restore the historic architectural integrity of the Property to the condition that existed just prior to the damage, to the extent possible consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995.
- b. Totally destroyed. If the property is totally destroyed (i.e., destroyed to such an extent that it is not possible to reasonably repair or restore the historic architectural integrity of the Property), Grantee and Grantor shall work together to determine whether it is economically and otherwise feasible to reconstruct the Property in a substantially similar manner. If the Property is reconstructed in a substantially similar design, this easement shall continue in force and apply to the reconstructed Property. If the Property is not reconstructed in a substantially similar design, this easement shall terminate upon agreement by the Grantee that reconstruction in a substantially similar design will not take place.

5. REMEDIES OF GRANTEE

Grantee shall have all remedies available to it at law or equity and Grantor agrees that money damages shall be insufficient compensation to Grantee for any breach by Grantor. It is further understood and agreed that in the event Grantor is found to have materially violated any of its obligations, Grantor shall reimburse Grantee for any costs or expenses incurred in connection with enforcing this Easement, including Court costs and reasonable architect's and attorney's fees. It is understood and agreed that one of Grantee's remedies is the right to require the Grantor to restore the Property to the condition required by this Easement. The exercise by Grantee of one remedy and the failure to exercise any remedy shall not have the effect of waiving or limiting the use of any other remedy or the use of such remedy at any other time.

6. ASSIGNMENT, SUCCESSORS AND ASSIGNS

- a. This Easement shall extend to and be binding upon Grantor and all persons hereafter claiming by, under or through Grantor, and the word "Grantor" when used herein shall include all such entities or persons whether or not such entities or persons have signed this instrument or had any interest in the Property at the time it was signed. Anything contained herein notwithstanding, a person shall have no obligation, pursuant to this Easement, if and when such person shall cease to have any (present, partial, contingent, collateral or future) interest in the Property or any portion thereof by reason of a bona fide transfer for value.
- b. Grantor acknowledges that in the event of the contemplation of a transfer of all or a portion of the Property, Grantor shall notify Grantee not less than thirty (30) days prior to the contemplated transfer, in writing, by certified mail with postage prepaid and return receipt requested, addressed to the Grantee as follows:

Texas Historical Commission
Post Office Box 12276
Austin, Texas 78711

Or to such other address as Grantee may from time to time designate in writing to the Grantor. A copy shall also be sent to the chairman of the Navarro County Historical Commission. Upon receipt of notice of the contemplated transfer, the Grantee shall consider the purpose and effect of the proposed transfer and may approve or disapprove the transfer, if it is determined that the transfer would be inconsistent with the purposes of this Easement. This provision shall expire when this Easement expires or fifty years from the date this easement takes effect (whichever occurs first).

- c. Grantee agrees that it will hold this Easement exclusively for conservation purposes: that is, it will not transfer this Easement for money, other property or services.

7. RESERVATION

- a. Grantor reserves the free right and privilege to the use of the Property for all purposes not inconsistent with the grant made herein.
- b. Nothing contained in this Easement shall be interpreted to authorize, require or permit Grantor to violate any ordinance relating to building materials, construction methods or use. In the event of any conflict between any such ordinance and the terms hereof, Grantor shall promptly notify Grantee of such conflict and Grantor and Grantee shall agree upon such modifications consistent with sound preservation practices, the Secretary of the Interior's Standards for the Treatment of Historic Properties, 1995 and consistent with the requirements of such ordinance

8. ACCEPTANCE

Grantee hereby accepts the right and interest granted to it in this Easement.

Grant of Easement

Page 3

9. GRANTOR'S INSURANCE

- a. Grantor shall maintain, at its own cost, insurance against loss from the perils commonly insured under standard fire and extended coverage policies and comprehensive general liability insurance against claims for personal injury, death and property damage in such amounts as would normally be carried on a property such as that subject to this Easement, it being agreed that as of the date of this Easement, Grantor's present coverage in the amount of the estimated replacement cost of the building located on the Property (fire and extended coverage insurance). Such insurance shall include Grantee's interest and name Grantee as an additional insured and shall provide for at least thirty (30) days notice to Grantee before cancellation and that the act or omission of one insured will not invalidate the policy as to any other insured. Furthermore, Grantor shall deliver to Grantee certificates or other such documents evidencing the aforesaid insurance coverage at the commencement of this grant and a new certificate at least ten (10) days prior to the expiration of each such policy.
- b. For counties that are self-insured, there must be evidence of financial ability to repair or reconstruct the courthouse in the event of any potential loss.

10. RELEASE AND INDEMNIFICATION

To the extent allowed by the Constitution and laws of the State of Texas, Grantor shall be responsible for and does hereby release and relieve Grantee, its officers, directors, agents and employees, and will defend and hold Grantee, its officers, directors, agents and employees, harmless of, from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses which may be imposed upon or incurred by Grantee by reason of loss of life, personal injury and/or damages to property occurring in or around the Property occasioned in whole or in part by the negligence of Grantor, its agents or employees.

11. REVIEW, APPROVAL AND ADDITIONAL COSTS

Whenever the consent or approval of Grantee is required, it shall not be unreasonably withheld or delayed. In any event, Grantee shall respond to any request for consent within thirty (30) days (except under extraordinary circumstances) or such consent shall be deemed to have been given. The provisions of this paragraph shall apply to any request of Grantor for consent to and approval of plans and specifications by Grantee in the event of proposed restorations or alteration pursuant to the terms of this Easement.

12. NO THIRD PARTY BENEFICIARY

Anything to the contrary notwithstanding in this Agreement, all rights, privileges and benefits are for the exclusive use of the parties hereto, and there shall be no third party beneficiary hereof.

13. WORK DONE AS A CONDITION OF ACCEPTING THE GRANT

Grantee acknowledges that substantial corrective and restoration work has been done or will be done by the Grantor to preserve the historic architectural integrity of the Property. The corrective and restoration work shall be completed by Grantor in accordance with the grant, the Funding Agreement, and this Easement.

14. TERM OF AGREEMENT

This Easement shall become valid on the date of the last signature included herein and remain in effect in perpetuity unless terminated earlier by agreement of the parties. Notwithstanding, this Easement shall terminate if either the Funding Agreement, or Grantee's participation in the Program, are terminated prior to the receipt of any amount of the grant award.

15. SUPERSEDING CLAUSE

This Easement and the provisions contained herein shall supersede all previous easements granted by the Grantor to the Grantee on the Property described herein. Any previous easement shall hereafter be null and void as of the date this Easement is filed in the deed records of Navarro County.

16. SEVERANCE CLAUSE

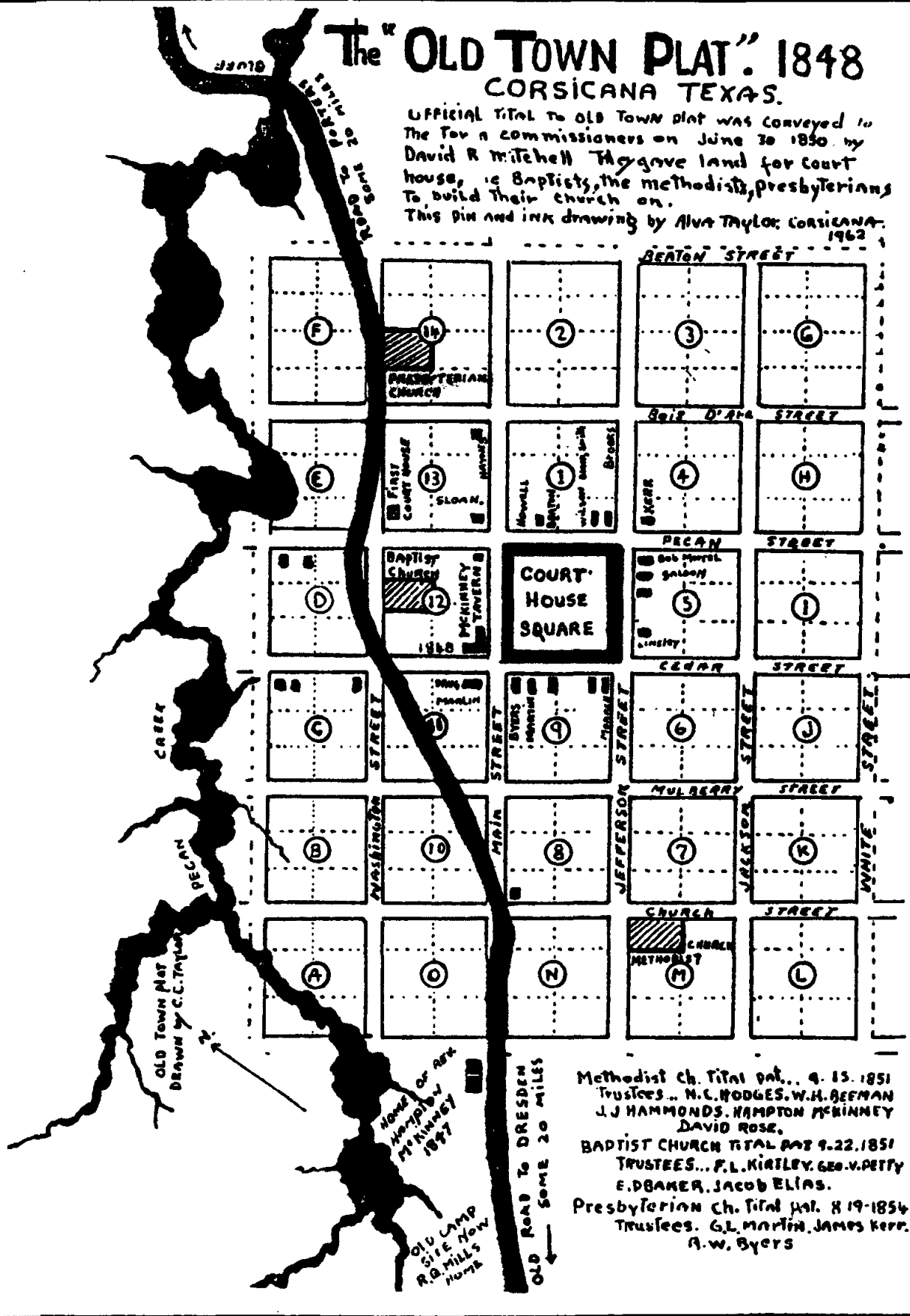
In the event any provision of this Easement is found to be invalid, the remaining provisions of the Easement shall remain in force and effect as if such invalid provision had not been a part of the Easement.

**ATTACHMENT A
Grant of Easement**

**LEGAL DESCRIPTION:
County Clerk Legal Information
Downtown Corsicana Plat Map
The "Old Town Plat" 1848**

The "OLD TOWN PLAT" 1848 CORSICANA TEXAS.

OFFICIAL TITLE to Old Town plat was conveyed to the Town Commissioners on June 30 1850. by David R. Mitchell They gave land for Court house, i.e. Baptists, the Methodists, Presbyterians to build their church on.
This pen and ink drawing by Alva Taylor Corsicana. 1962



N ←

Methodist Ch. Titl. dat. 9. 13. 1851
Trustees... N. L. HODGES, W. H. BEEMAN
J. J. HAMMONDS, HAMPTON PE KINNEY
DAVID ROSE.

BADTIST CHURCH TITL. dat. 9. 22. 1851
TRUSTEES... P. L. KIRTLBY, GEO. V. PETTY
E. BAKER, JACOB ELIAS.

Presbyterian Ch. Titl. dat. 8 19-1854
Trustees. G. L. MARTIN, JAMES KERR.
A. W. BYERS

OLD ROAD TO DRESDEN
← Some 20 miles

This Easement is for the benefit of and appurtenant to the land, or any portion of the land, in the County of Navarro, State of Texas, described as follows:

In witness, this GRANT is executed on the 23rd day of July, in the year 2012.

Grantor: Navarro County

By: [Signature]
Hershell Davenport
Navarro County Judge

STATE OF TEXAS:

On this the 24th day of July, in the year 2012 before me, a Notary Public in and for the State of Texas, H.M. Davenport, Jr., known to me (or satisfactorily proven) to be the persons whose names are subscribed to the Grant of Easement acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I here unto set my hand and official seal.

[Signature]
Notary Public



Grantee: Texas Historical Commission

By: _____
Mark Wolfe
Executive Director

STATE OF TEXAS:

On this the ____ day of _____, in the year _____, before me, a Notary Public in and for the State of Texas, the undersigned officer, personally appeared Mark Wolfe, who acknowledged himself to be Executive Director of the Texas Historical Commission, a state agency organized under the laws of the State of Texas, and that he as such Executive Director, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Texas Historical Commission by himself as Executive Director.

In witness whereof, I here unto set my hand and official seal.

Notary Public

#13

506 A



NAVARRO COUNTY OFFICE OF PLANNING & DEVELOPMENT

Phil Seely - Director
Becky Garrett - Addressing
Stanley Young - Environmental Services
Robert Gray - Code Enforcement

WWW.CO.NAVARRO.TX.US
300 West Third Avenue, Suite 16
Corsicana, Texas 75110

Phone: (903) 875-3310

Fax: (903) 875-3314

August 24th, 2012

The Navarro County Commissioners' Court approved a variance for Pace Petro to drill an oil well within 600 feet of the boundary line of a platted subdivision and 200 feet of adjacent property owner with consent of property owner. The variance is contingent upon upholding the private agreement between Pace Petro and the Vista Ridge HOA (attached) as well as continual compliance with Navarro County Lakeshore Zoning Ordinance.

Variance Number: 12-442

Sincerely,

Phil Seely, Director
Planning & Development

Agreement Regarding Variance Application

This Agreement Regarding Variance Application (the "Agreement") is entered into as of the date of execution set forth below between Dallas Production, Inc. and Pace Petro XP, LLC (collectively "Pace") and the Vista Ridge RC Homeowners Association, Inc. ("Vista Ridge") and Jack and Barbara Pierce ("Pierce"). Pace, Vista Ridge and Pierce are collectively referred to in this Agreement as the "parties" and respectively as a "party" hereto.

Recitals

Whereas, Pace has submitted an Application for Variance to the County of Navarro for a variance of Article XVIII of the Richland Chambers Lakeshore Area Zoning Ordinance ("Oil and Gas Ordinance") to allow it to drill an oil well (Rash #1) at a location currently prohibited by the Ordinance; and

Whereas, incident to seeking a variance from the County of Navarro, Pace has also requested a Special Use Permit; and;

Whereas, Vista Ridge and numerous lake area land owners opposed the granting of the variance and the issuance of a Special Use Permit; and

Whereas, after a series of public hearings, on February 9, 2012, the Planning & Zoning Commission ("P&Z") voted 10 to 1 to deny the request for a variance, which decision Pace has appealed to the Commissioners' Court of Navarro County; and

Whereas, given the particular circumstances and facts relating to the proposed well site and the requested variance and in an effort to avoid further expense, delay, uncertainty and potential litigation the parties have agreed as follows:

Agreements

Now, therefore, in consideration of the promises and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Drilling location.** Pace shall file an Amended Application for Variance to reflect that the proposed drilling and production location of the Rash #1 shall be moved to the southwestern corner of the Rash surface property (outside of the tree line) and all equipment necessary to the drilling and production operations shall be located there and only there. The wellhead shall be located no closer than 400 feet and the production site shall be located no closer than 450 feet from the Vista Ridge Subdivision property line. Pace shall provide Vista Ridge with twenty-four (24) hours' notice prior to move-in of all equipment at the drilling location to minimize traffic interference with the Vista Ridge residents. In addition, drilling operations shall be completed within ten (10) days barring any unforeseen circumstances. All requirements of the Oil and Gas Ordinance regarding Noise Regulations shall be strictly satisfied. Vista Ridge and Jack and Barbara Pierce agree not to oppose the Amended Application for Variance or the issuance of a Special Use Permit which incorporates the foregoing terms and the requirements set forth below.

2. **Construction of Passing Lane.** Prior to drilling the Rash #1 and in order to allow vehicles to safely pass, Pace shall construct two (2) passing areas ("turnouts") at locations mutually agreeable to the signatories to this agreement on CR 3150 and CR 3110 which shall, at a minimum, be gravel covered.

3. **Requirements if the Rash #1 is not commercially productive.**

(a) If the Rash #1 test well is not completed as a commercially productive well, Pace shall plug and abandon the wellbore according to the regulations set forth by the Texas Railroad Commission and the Oil and Gas Ordinance; provided, however that Pace shall use its best efforts to remove all equipment and drain and fill the mud pits within 30 days after the drilling rig is released.

(b) Within 90 days after initial drilling of the Rash #1 has ceased, county roads (CR 3110 and CR 3150) which provide ingress and egress to the drilling location and the turnout shall be repaired to the condition in which they existed immediately prior to the commencement of Pace's drilling operations (including appropriate repairs and preparation of the subsurface). Such repairs shall be made to the county specifications by Navarro County approved contractors by Pace at its cost. Road quality and completion of performance shall be determined and approved by Navarro County.

4. **Requirements if the Rash #1 is commercially productive.**

(a) All production facilities and related equipment (i.e., tank batteries, equipment and pipes) shall be painted forest green and shall remain painted throughout the time period Pace owns or operates the Rash #1 regardless of production levels. At a minimum repainting shall occur every four (4) years. All pits shall be filled and leveled in accordance with the regulations set forth by the Texas Railroad Commission and the Oil and Gas Ordinance.

(b) Within 30 days following completion of the well, Pace will install an eight foot (8') SimTek® fence (Linear Low Density Polyethylene Plastic and reinforced galvanized steel, see attached Exhibit "A"), or similar product, around three sides of the production facilities, with the fourth side being a chain-link gate with privacy slats. Both the fencing and the appearance of the production location shall be reasonably maintained by Pace throughout the time period Pace owns or operates the Rash #1 regardless of production levels.

(c) Within 60 days following completion of the fencing, Pace shall prepare a 4' tall earthen berm area around the perimeter of the fencing, upon which Pace will install cedar trees (at least 6' tall and spaced every 10'). Any tree loss shall be replaced by Pace in a timely manner, so long as it owns or operates the Rash #1 regardless of production levels. Both the earthen berm and the cedar trees shall be reasonably maintained by Pace throughout the time period Pace owns/operates the Rash #1.

(d) Within 90 days after completion of the Rash #1, county roads (CR 3110 and CR 3150) which provide ingress and egress to the drilling location and the turnout shall be repaired to the condition in which they existed immediately prior to the commencement of Pace's drilling operations (including appropriate repairs and preparation of the subsurface). Such repairs shall be made to the county specifications by Navarro County approved contractors by Pace at its cost. Road quality and completion of performance shall be determined and approved by Navarro County.

5. **Overriding Royalty.** Pace will assign Vista Ridge a 0.25% overriding royalty interest in the Rash #1 with such funds to be deposited in an account designated by Vista Ridge to be used, to the extent necessary to supplement maintenance of CR 3110 and 3150 so long as the Rash #1 well is commercially productive. Such funds are not intended to negate or replace any obligation of Navarro County and/or Pace under any road bonds to properly maintain CR 3110 and 3150 but rather shall be used as a supplemental source of funds to repair the road when necessary. Vista Ridge shall be free, in its discretion, to use the funds for other purposes within the Vista Ridge subdivision.

6. **No Sour Gas.** During the period Pace owns/operates the Rash #1 well Pace agrees to not produce any hydrocarbons from the well bore that contain H₂S in a concentration greater than 10 ppm. Should the chemical analysis of the well test indicate a level of H₂S greater than 10 ppm, Pace agrees to immediately plug and abandon the well.

7. **Flaring and Safety Requirements.** All flaring of gas shall be in strict compliance with the Texas Railroad Commission and the Oil and Gas Ordinance. The Rash #1 well shall be fitted with a shutoff valve and a sign prominently posted at the well site bearing the name and address of the owner and/or operator of the well and the emergency telephone number to contact the owner/operator twenty-four (24) hours a day seven days a week. If the well flows under its own pressure no flaring is expected to occur. Any producible gas will be put into existing pipelines and if that existing pipeline is on the west side of an approximately 23.5 acre tract of land owned by Jack and Barbara Pierce on the north side of CR 3150, assigned ID 62997 by the Navarro Central Appraisal District any connecting line will be located along the north fence line of that property. If a pump is required for the well the only anticipated flaring would

be of flash gas from the tanks. In that the Texas Railroad Commission does not allow ground flares in the district including the County of Navarro only a flare stack will be used but the stack and flare will be kept at the lowest level possible.

8. **Lighting.** No lights used with respect to the drilling operations shall be directed in such a manner as to shine directly on CR 3150, adjacent property or property in the general vicinity of the drill site. Site lighting shall be directed downward at the drilling location; provided, however, that all lighting necessary to provide a safe work environment for the drilling operations by Pace shall not be a breach of this Agreement.

9. **Miscellaneous.**

(a) No tanks taller than fifteen (15) feet shall be installed at the production facilities.

(b) All required permanent utilities to the production facilities shall be installed underground.

(c) If a pumping unit is necessary to produce oil from the well, Pace will use its best efforts to select the most efficient commercially available pump that will limit offsite visual and sound intrusion while capable of providing the lift necessary to maximize oil recovery.

10. **No Precedential Effect.** Pace agrees that the agreement of Vista Ridge and all other area lake landowners to not oppose the location of the Rash #1 is the result of many factors relating to this well and this well only and Pace shall not contend, now or in the future, that the variance agreed to herein is a precedent as to future variance requests. Pace agrees that it will

not seek to drill on any other location on the Rash surface property without the prior written approval of Vista Ridge.

11. **Breach of Contract.** Pace agrees that its obligations as stated herein are contractual in nature and if Pace fails to materially perform any of its obligations hereunder or fails to timely pay any sums of money due Vista Ridge hereunder, and does not correct such breach or failure within ten (10) business days after receipt of written notice from Vista Ridge specifying such breach or failure, then such action by Pace shall constitute a breach of contract without further showing by Vista Ridge thereby entitling Vista Ridge to recover specific performance and/or actual damages for any such unfulfilled obligation. Pace further agrees that any breach of Paragraph 6 hereof shall entitle Vista Ridge to a permanent injunction without further showing other than that Pace has encountered hydrocarbons with an H2S concentration of greater than 10 ppm.

12. **Binding effect.** This Agreement shall be binding on Pace, its subsidiaries, affiliates, successors and assigns and on Vista Ridge and its successors.

13. **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all other agreements between the parties, whether oral or written, relating to the subject matter of this Agreement. EACH PARTY ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY STATEMENT, REPRESENTATION OR PROMISE OF THE OTHER PARTY, NOR ITS AGENTS, REPRESENTATIVES OR EMPLOYEES, TO INDUCE IT TO ENTER INTO THIS AGREEMENT, EXCEPT TO THE EXTENT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

14. Amendments. This Agreement is not subject to amendment or reformation except by written agreement executed by the parties.

15. County Requirements. This Agreement is without prejudice to and expressly recognizes that the County of Navarro may impose additional requirements and/or conditions consistent with its authority.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, and declare this Agreement effective as of this 12th day of ~~June~~, JULY 2012.

Pace Petro XP, LLC:

By: [Signature]
Joe C. Stone
(Printed Name)
Partner
(Title)

Dallas Production, Inc.

By: [Signature]
William A. Custard
(Printed Name)
President
(Title)

506 J

Vista Ridge Homeowners' Association

By: _____

(Printed Name)

(Title)

Jack/Barbara Pierce

Jack Pierce
Barbara Pierce

4821-1763-3552, v. 1

506K

Vista Ridge RC Homeowners Association, Inc

By: Michael Brown

MICHAEL BROWN

(Printed Name)

PRESIDENT

(Title)

Jack/Barbara Pierce

4821-1763-3552, v. 1

H-14

506L



NAVARRO COUNTY

Phil Seely - Director

pseely@navarrocounty.org

300 W. 3rd Ave.
Suite 16
Corsicana, Texas 75110
903-875-3312 ph.
903-875-3314

SPECIFIC USE PERMIT

STATE OF TEXAS ~
COUNTY OF NAVARRO ~

PERMIT NO. 12-443

OWNER: Rash

ADDRESS: _____

PHONE NUMBER: _____

APPLICANT NAME: Pace Petro

ADDRESS: 3838 Oak Lawn Ave. Ste 1220 Dallas, TX 75219

PHONE NUMBER: 214-522-8998

DESCRIPTION OF PROPERTY: Ag

PRESENT ZONING: Ag

PRESENT USE OF PROPERTY: Ag


SPECIAL USE REQUESTED: Drill an oil well within 600' from subdivision boundary and 200' of adjacent property w/ permission

SPECIAL USE APPROVED: As long as contingencies are perpetually met and the agreement between Pace Petro and Vista Ridge HOA (Attached) is fulfilled and in compliance

Navarro County hereby permits the construction/use and maintenance of the above referenced request on the land under the jurisdiction of the Navarro County Lake Planning and Zoning Commission, provided the following conditions are met:

- Owner hereby agrees to protect adjacent property from excessive noise, vibration, dust, smoke, fumes, gas, odor, explosion, glare, offensive view or other undesirable or hazardous conditions.

Should information be presented to the Planning and Zoning Commission to the effect that conditions upon which the SUP was granted were never put into effect, or that the owner has ignored or neglected satisfaction of these conditions, the Planning and Zoning Commission may recommend temporary suspension of the SUP pending any contemplated action by the owner, or recommend termination of the SUP. In any event the SUP may be reviewed every third year from the date of approval to assure all conditions are being met.



Phil Seely, Director
Navarro County Planning and Zoning

8-24-12

Date

Agreement Regarding Variance Application

This Agreement Regarding Variance Application (the "Agreement") is entered into as of the date of execution set forth below between Dallas Production, Inc. and Pace Petro XP, LLC (collectively "Pace") and the Vista Ridge RC Homeowners Association, Inc. ("Vista Ridge") and Jack and Barbara Pierce ("Pierce"). Pace, Vista Ridge and Pierce are collectively referred to in this Agreement as the "parties" and respectively as a "party" hereto.

Recitals

Whereas, Pace has submitted an Application for Variance to the County of Navarro for a variance of Article XVIII of the Richland Chambers Lakeshore Area Zoning Ordinance ("Oil and Gas Ordinance") to allow it to drill an oil well (Rash #1) at a location currently prohibited by the Ordinance; and

Whereas, incident to seeking a variance from the County of Navarro, Pace has also requested a Special Use Permit; and;

Whereas, Vista Ridge and numerous lake area land owners opposed the granting of the variance and the issuance of a Special Use Permit; and

Whereas, after a series of public hearings, on February 9, 2012, the Planning & Zoning Commission ("P&Z") voted 10 to 1 to deny the request for a variance, which decision Pace has appealed to the Commissioners' Court of Navarro County; and

Whereas, given the particular circumstances and facts relating to the proposed well site and the requested variance and in an effort to avoid further expense, delay, uncertainty and potential litigation the parties have agreed as follows:

Agreements

Now, therefore, in consideration of the promises and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Drilling location.** Pace shall file an Amended Application for Variance to reflect that the proposed drilling and production location of the Rash #1 shall be moved to the southwestern corner of the Rash surface property (outside of the tree line) and all equipment necessary to the drilling and production operations shall be located there and only there. The wellhead shall be located no closer than 400 feet and the production site shall be located no closer than 450 feet from the Vista Ridge Subdivision property line. Pace shall provide Vista Ridge with twenty-four (24) hours' notice prior to move-in of all equipment at the drilling location to minimize traffic interference with the Vista Ridge residents. In addition, drilling operations shall be completed within ten (10) days barring any unforeseen circumstances. All requirements of the Oil and Gas Ordinance regarding Noise Regulations shall be strictly satisfied. Vista Ridge and Jack and Barbara Pierce agree not to oppose the Amended Application for Variance or the issuance of a Special Use Permit which incorporates the foregoing terms and the requirements set forth below.

2. **Construction of Passing Lane.** Prior to drilling the Rash #1 and in order to allow vehicles to safely pass, Pace shall construct two (2) passing areas ("turnouts") at locations mutually agreeable to the signatories to this agreement on CR 3150 and CR 3110 which shall, at a minimum, be gravel covered.

3. **Requirements if the Rash #1 is not commercially productive.**

(a) If the Rash #1 test well is not completed as a commercially productive well, Pace shall plug and abandon the wellbore according to the regulations set forth by the Texas Railroad Commission and the Oil and Gas Ordinance; provided, however that Pace shall use its best efforts to remove all equipment and drain and fill the mud pits within 30 days after the drilling rig is released.

(b) Within 90 days after initial drilling of the Rash #1 has ceased, county roads (CR 3110 and CR 3150) which provide ingress and egress to the drilling location and the turnout shall be repaired to the condition in which they existed immediately prior to the commencement of Pace's drilling operations (including appropriate repairs and preparation of the subsurface). Such repairs shall be made to the county specifications by Navarro County approved contractors by Pace at its cost. Road quality and completion of performance shall be determined and approved by Navarro County.

4. **Requirements if the Rash #1 is commercially productive.**

(a) All production facilities and related equipment (i.e., tank batteries, equipment and pipes) shall be painted forest green and shall remain painted throughout the time period Pace owns or operates the Rash #1 regardless of production levels. At a minimum repainting shall occur every four (4) years. All pits shall be filled and leveled in accordance with the regulations set forth by the Texas Railroad Commission and the Oil and Gas Ordinance.

(b) Within 30 days following completion of the well, Pace will install an eight foot (8') SimTek® fence (Linear Low Density Polyethylene Plastic and reinforced galvanized steel, see attached Exhibit "A"), or similar product, around three sides of the production facilities, with the fourth side being a chain-link gate with privacy slats. Both the fencing and the appearance of the production location shall be reasonably maintained by Pace throughout the time period Pace owns or operates the Rash #1 regardless of production levels.

(c) Within 60 days following completion of the fencing, Pace shall prepare a 4' tall earthen berm area around the perimeter of the fencing, upon which Pace will install cedar trees (at least 6' tall and spaced every 10'). Any tree loss shall be replaced by Pace in a timely manner, so long as it owns or operates the Rash #1 regardless of production levels. Both the earthen berm and the cedar trees shall be reasonably maintained by Pace throughout the time period Pace owns/operates the Rash #1.

(d) Within 90 days after completion of the Rash #1, county roads (CR 3110 and CR 3150) which provide ingress and egress to the drilling location and the turnout shall be repaired to the condition in which they existed immediately prior to the commencement of Pace's drilling operations (including appropriate repairs and preparation of the subsurface). Such repairs shall be made to the county specifications by Navarro County approved contractors by Pace at its cost. Road quality and completion of performance shall be determined and approved by Navarro County.

5. **Overriding Royalty.** Pace will assign Vista Ridge a 0.25% overriding royalty interest in the Rash #1 with such funds to be deposited in an account designated by Vista Ridge to be used, to the extent necessary to supplement maintenance of CR 3110 and 3150 so long as the Rash #1 well is commercially productive. Such funds are not intended to negate or replace any obligation of Navarro County and/or Pace under any road bonds to properly maintain CR 3110 and 3150 but rather shall be used as a supplemental source of funds to repair the road when necessary. Vista Ridge shall be free, in its discretion, to use the funds for other purposes within the Vista Ridge subdivision.

6. **No Sour Gas.** During the period Pace owns/operates the Rash #1 well Pace agrees to not produce any hydrocarbons from the well bore that contain H₂S in a concentration greater than 10 ppm. Should the chemical analysis of the well test indicate a level of H₂S greater than 10 ppm, Pace agrees to immediately plug and abandon the well.

7. **Flaring and Safety Requirements.** All flaring of gas shall be in strict compliance with the Texas Railroad Commission and the Oil and Gas Ordinance. The Rash #1 well shall be fitted with a shutoff valve and a sign prominently posted at the well site bearing the name and address of the owner and/or operator of the well and the emergency telephone number to contact the owner/operator twenty-four (24) hours a day seven days a week. If the well flows under its own pressure no flaring is expected to occur. Any producible gas will be put into existing pipelines and if that existing pipeline is on the west side of an approximately 23.5 acre tract of land owned by Jack and Barbara Pierce on the north side of CR 3150, assigned ID 62997 by the Navarro Central Appraisal District any connecting line will be located along the north fence line of that property. If a pump is required for the well the only anticipated flaring would

be of flash gas from the tanks. In that the Texas Railroad Commission does not allow ground flares in the district including the County of Navarro only a flare stack will be used but the stack and flare will be kept at the lowest level possible.

8. **Lighting.** No lights used with respect to the drilling operations shall be directed in such a manner as to shine directly on CR 3150, adjacent property or property in the general vicinity of the drill site. Site lighting shall be directed downward at the drilling location; provided, however, that all lighting necessary to provide a safe work environment for the drilling operations by Pace shall not be a breach of this Agreement.

9. **Miscellaneous.**

(a) No tanks taller than fifteen (15) feet shall be installed at the production facilities.

(b) All required permanent utilities to the production facilities shall be installed underground.

(c) If a pumping unit is necessary to produce oil from the well, Pace will use its best efforts to select the most efficient commercially available pump that will limit offsite visual and sound intrusion while capable of providing the lift necessary to maximize oil recovery.

10. **No Precedential Effect.** Pace agrees that the agreement of Vista Ridge and all other area lake landowners to not oppose the location of the Rash #1 is the result of many factors relating to this well and this well only and Pace shall not contend, now or in the future, that the variance agreed to herein is a precedent as to future variance requests. Pace agrees that it will

not seek to drill on any other location on the Rash surface property without the prior written approval of Vista Ridge.

11. **Breach of Contract.** Pace agrees that its obligations as stated herein are contractual in nature and if Pace fails to materially perform any of its obligations hereunder or fails to timely pay any sums of money due Vista Ridge hereunder, and does not correct such breach or failure within ten (10) business days after receipt of written notice from Vista Ridge specifying such breach or failure, then such action by Pace shall constitute a breach of contract without further showing by Vista Ridge thereby entitling Vista Ridge to recover specific performance and/or actual damages for any such unfulfilled obligation. Pace further agrees that any breach of Paragraph 6 hereof shall entitle Vista Ridge to a permanent injunction without further showing other than that Pace has encountered hydrocarbons with an H₂S concentration of greater than 10 ppm.

12. **Binding effect.** This Agreement shall be binding on Pace, its subsidiaries, affiliates, successors and assigns and on Vista Ridge and its successors.

13. **Entire Agreement.** This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all other agreements between the parties, whether oral or written, relating to the subject matter of this Agreement. EACH PARTY ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY STATEMENT, REPRESENTATION OR PROMISE OF THE OTHER PARTY, NOR ITS AGENTS, REPRESENTATIVES OR EMPLOYEES, TO INDUCE IT TO ENTER INTO THIS AGREEMENT, EXCEPT TO THE EXTENT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

14. Amendments. This Agreement is not subject to amendment or reformation except by written agreement executed by the parties.

15. County Requirements. This Agreement is without prejudice to and expressly recognizes that the County of Navarro may impose additional requirements and/or conditions consistent with its authority.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, and declare this Agreement effective as of this 12th day of ~~June~~ JULY 2012.

Pace Petro XP, LLC:

By: [Signature]
Joe C. Stone
(Printed Name)
Partner
(Title)

Dallas Production, Inc.

By: [Signature]
William A. Custard
(Printed Name)
President
(Title)

Vista Ridge Homeowners' Association

By: _____

(Printed Name)

(Title)

Jack/Barbara Pierce

Jack Pierce
Barbara Pierce

4821-1763-3352, v. 1

Vista Ridge RC Homeowners Association, Inc

By: Michael Brown

MICHAEL BROWN

(Printed Name)

PRESIDENT

(Title)

Jack/Barbara Pierce

4821-1763-3552, v. 1

#17

COUNTY OF NAVARRO
CORSICANA, TEXAS

FILED FOR RECORD

AT 4:00 O'CLOCK P.M.

JUL 19 2012

DISASTER DECLARATION
Threat of Wildfires

SHERY DOWD
COUNTY CLERK, NAVARRO COUNTY, TEXAS
BY *[Signature]* DEPUTY

Whereas, Navarro County is experiencing adverse conditions from wildfires due to heavy fuel loads and dry/windy conditions; and

Whereas, weather forecasters offer little promise of a change in these dry/windy conditions in the near future; and

Whereas, these dry/windy conditions pose a threat of fast-moving wildfires; and

Whereas, such fires have the potential of endangering lives and damaging property on a wide scale; and

Whereas, the Texas Disaster Act of 1975 authorizes the declaration of a state of disaster "if the threat of disaster is imminent"; and

Whereas, the magnitude of the potential damage and the rapidity at which such a fire could escalate to major proportions constitutes an imminent threat of disaster; and

Whereas, declaration of such a disaster authorizes the imposition of controls on activities which tend to increase the likelihood of such fires; and

Whereas, such controls, once implemented, have the potential of protecting lives and property by mitigating the threat of dangerous fires;

BE IT THEREFORE PROCLAIMED that I, H. M. Davenport, County Judge, do hereby declare a state of disaster based on the threat of wildfires in Navarro County.

BE IT ALSO PROCLAIMED that this state of disaster will continue until rescinded in accordance with the above-cited statute, but in no instance will this declaration continue for more than seven days without authorization by the Navarro County Commissioners Court;

BE IT ALSO PROCLAIMED that this state of disaster is being declared solely for the purpose of implementing controls aimed at mitigating the hazard posed by wildfires during dry/windy weather.

IN WITNESS WHEREOF, I affix my signature this 19th day of July, 2012.

[Signature]
H.M. Davenport, Navarro County Judge

Attest:

[Signature]
Sherry Dowd, Navarro County Clerk

507 A

Filed for Record in:
Navarro County

On: Jul 19, 2012 at 04:11P

As a
No Fee Recording

Document Number: 00006268

Amount: .00

Receipt Number - 47672

By:
Christine Blackerby

STATE OF TEXAS

COUNTY OF NAVARRO

I hereby certify that this instrument was
filed on the date and time stamped hereon by me and
was duly recorded and stamped hereon by me.

Jul 19, 2012

Sherry Dowd, COUNTY CLERK
Navarro County

508
FILED FOR RECORD
AT 4:00 O'CLOCK P.M.

NAVARRO COUNTY, TEXAS

JUL 19 2012

EMERGENCY ORDER

SHERIFF, DOWD
COUNTY CLERK, NAVARRO COUNTY, TEXAS
BY *[Signature]* DEPUTY

PROHIBITION OF OUTDOOR BURNING

Whereas, in accordance with the provisions of the Texas Disaster Act of 1975; and

Whereas, it is now necessary, under the above referenced authority, to declare a state of disaster for Navarro County due to the imminent threat of disaster from wildfires; and

Whereas, the declaration of such a disaster authorizes the imposition of controls on activities which tend to increase the likelihood of such fires; and

BE IT THEREFORE ORDERED that the following emergency regulations are hereby established for all unincorporated areas of Navarro County, Texas for the duration of the above-mentioned declaration:

00006269

(1) **Actions prohibited:**

A person violates this order if he burns any combustible material outside of an enclosure which serves to contain all flames and/or sparks, or orders such burning by others.

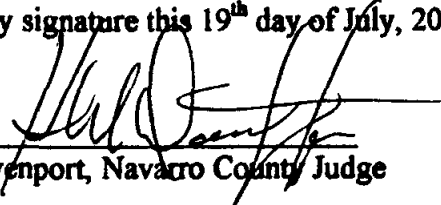
(2) **Enforcement:**

- (a) Upon notification of suspected outdoor burning, the fire department shall respond to the scene and take immediate measures to contain and/or extinguish the fire.
- (b) As soon as possible a duly commissioned peace officer shall be sent to the scene to investigate the nature of the fire.
- (c) If, in the opinion of the officer and/or fire chief, the goal of this order can be attained by informing the responsible party about the prohibitions established by this order; the officer/fire chief may, at his discretion, notify the party about the provisions of this order and request compliance with it. In such instances, a record of this notification shall be made in the dispatcher's log containing date, time and place of the violation. At the discretion of the officer/fire chief, violations of this order may be prosecuted in accordance with the statutes and procedures governing misdemeanors. In accordance with the local government code, a person who knowingly or intentionally violates this Order commits a Class C Misdemeanor, punishable by a fine of up to \$500.00.

BE IT ALSO ORDERED that this order may be enforced by any duly commissioned peace officer and that venue for prosecution of violations of this order will be in the Justice of the Peace Courts of Navarro County, Texas.

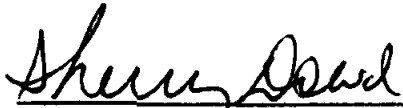
BE IT FURTHER ORDERED that the purpose of this order is the mitigation of the hazard posed by wild fires during the current dry/windy weather by curtailing the practice of outdoor burning, which purpose is to be taken into account in any enforcement action based upon this order.

IN WITNESS WHEREOF, I affix my signature this 19th day of July, 2012.



H. M. Davenport, Navarro County Judge

Attest:



Sherry Dowd, Navarro County Clerk

Filed for Record in:
Navarro County

On: Jul 19, 2012 at 04:13P

As a
No Fee Recording

Document Number: 00006269

Amount: .00

Receipt Number - 47673
By,
Christine Blackerby

STATE OF TEXAS COUNTY OF NAVARRO

I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded and stamped hereon by me.

Jul 19, 2012

Sherry Dowd, COUNTY CLERK
Navarro County

FILED FOR RECORD
AT 4:00 O'CLOCK P.M.

JUL 19 2012

NAVARRO COUNTY, TEXAS

EMERGENCY ORDER

PROHIBITION OF OUTDOOR BURNING

SHERRY DOWD
COUNTY CLERK NAVARRO COUNTY, TEXAS
BY: *[Signature]* DEPUTY

Whereas, in accordance with the provisions of the Texas Disaster Act of 1975; and

Whereas, it is now necessary, under the above referenced authority, to declare a state of disaster for Navarro County due to the imminent threat of disaster from wildfires; and

Whereas, the declaration of such a disaster authorizes the imposition of controls on activities which tend to increase the likelihood of such fires; and

BE IT THEREFORE ORDERED that the following emergency regulations are hereby established for all unincorporated areas of Navarro County, Texas for the duration of the above-mentioned declaration:

(1) Actions prohibited:

A person violates this order if he burns any combustible material outside of an enclosure which serves to contain all flames and/or sparks, or orders such burning by others.

(2) Enforcement:

- (a) Upon notification of suspected outdoor burning, the fire department shall respond to the scene and take immediate measures to contain and/or extinguish the fire.
- (b) As soon as possible a duly commissioned peace officer shall be sent to the scene to investigate the nature of the fire.
- (c) If, in the opinion of the officer and/or fire chief, the goal of this order can be attained by informing the responsible party about the prohibitions established by this order; the officer/fire chief may, at his discretion, notify the party about the provisions of this order and request compliance with it. In such instances, a record of this notification shall be made in the dispatcher's log containing date, time and place of the violation. At the discretion of the officer/fire chief, violations of this order may be prosecuted in accordance with the statutes and procedures governing misdemeanors. In accordance with the local government code, a person who knowingly or intentionally violates this Order commits a Class C Misdemeanor, punishable by a fine of up to \$500.00.

511

FILED FOR RECORD

AT 4:00 O'CLOCK P.M.

JUL 19 2012

COUNTY OF NAVARRO
CORSICANA, TEXAS

DISASTER DECLARATION
Threat of Wildfires

SHERY DOWD
COUNTY CLERK, NAVARRO COUNTY, TEXAS
BY  DEPUTY

Whereas, Navarro County is experiencing adverse conditions from wildfires due to heavy fuel loads and dry/windy conditions; and

Whereas, weather forecasters offer little promise of a change in these dry/windy conditions in the near future; and

Whereas, these dry/windy conditions pose a threat of fast-moving wildfires; and

Whereas, such fires have the potential of endangering lives and damaging property on a wide scale; and

Whereas, the Texas Disaster Act of 1975 authorizes the declaration of a state of disaster "if the threat of disaster is imminent"; and

Whereas, the magnitude of the potential damage and the rapidity at which such a fire could escalate to major proportions constitutes an imminent threat of disaster; and

Whereas, declaration of such a disaster authorizes the imposition of controls on activities which tend to increase the likelihood of such fires; and

Whereas, such controls, once implemented, have the potential of protecting lives and property by mitigating the threat of dangerous fires;

BE IT THEREFORE PROCLAIMED that I, H. M. Davenport, County Judge, do hereby declare a state of disaster based on the threat of wildfires in Navarro County.

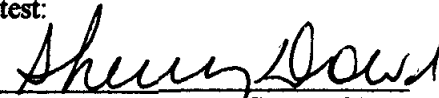
BE IT ALSO PROCLAIMED that this state of disaster will continue until rescinded in accordance with the above-cited statute, but in no instance will this declaration continue for more than seven days without authorization by the Navarro County Commissioners Court;

BE IT ALSO PROCLAIMED that this state of disaster is being declared solely for the purpose of implementing controls aimed at mitigating the hazard posed by wildfires during dry/windy weather.

IN WITNESS WHEREOF, I affix my signature this 19th day of July, 2012.


H.M. Davenport, Navarro County Judge

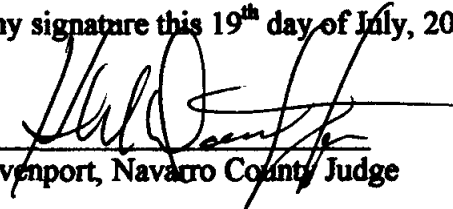
Attest:


Sherry Dowd, Navarro County Clerk

BE IT ALSO ORDERED that this order may be enforced by any duly commissioned peace officer and that venue for prosecution of violations of this order will be in the Justice of the Peace Courts of Navarro County, Texas.

BE IT FURTHER ORDERED that the purpose of this order is the mitigation of the hazard posed by wild fires during the current dry/windy weather by curtailing the practice of outdoor burning, which purpose is to be taken into account in any enforcement action based upon this order.

IN WITNESS WHEREOF, I affix my signature this 19th day of July, 2012.


H. M. Davenport, Navarro County Judge

Attest:


Sherry Dowd, Navarro County Clerk

18

513

TARRANT COUNTY COOPERATIVE PURCHASING PROGRAM

ENTITY INFORMATION UPDATE

QUESTIONNAIRE

If your entity is currently participating or plans to participate in Tarrant County's Cooperative Purchasing Program, please complete this questionnaire and return to the Tarrant County Cooperative Purchasing Contact, Patty Page via fax at (817) 850-2931. For additional information contact her at (817) 884-2428.

Name of Entity: Navarro County

Point of Contact: Patty Wells

Title: Assistant County Auditor

Phone Number: (903) 654-3095

Fax Number: (903) 654-3097

Internet Address: pwells@navarrocounty.org

E-Mail Address: _____

Additional Contacts: _____

Complete Mailing Address: 300 W. Third Ave, Ste 10
Corsicana, TX 75110

Information as of this Date: 7/24/12

**RETURN QUESTIONNAIRE VIA FAX TO 817-850-2931
ATTN: COOPERATIVE PURCHASING CONTACT**

Please Note: To complete the Interlocal Agreement, please return four (4) duplicate original agreements, with original signatures on each, to the attention of the Cooperative Purchasing Contact, 100 E. Weatherford Street, Suite 303, Fort Worth, Texas 76196.

114065

INTERLOCAL AGREEMENT

BETWEEN COUNTY OF TARRANT AND Navarro County, TEXAS

This agreement is made this 23rd day of July, 2012 between the County of Tarrant, Texas and Navarro County, Texas.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Sections 791.001-791.029 of the Texas Government Code; and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services under this contract.

I.

Navarro County, hereby makes, constitutes and appoints Tarrant County its true and lawful purchasing agent for the purchase of various commodities using Annual Contracts (Bids). Tarrant County will maintain a listing of Annual Contracts which are available for local entities use. Tarrant County will forward a copy of the requested Annual Contract to the requesting entity. Navarro County agrees that Tarrant County shall serve as the purchasing agent for selected items, and agrees that the bidding shall be conducted by Tarrant County according to its usual bidding procedures and in accordance with applicable State statutes.

II.

Navarro County agrees that all specifications for selected items shall be determined by Tarrant County.

III.

Navarro County agrees to pay the supplier for all goods, equipment and products pursuant to this agreement. The successful bidder or bidders shall bill Navarro County directly for all items purchased, and Navarro County shall be responsible for vendor's compliance with all conditions of delivery and quality of the purchased items.

IV.

H.M. Davenport, Jr. (name), Navarro County Judge (title) is hereby designated as the official representative to act for Navarro County in all matters relating to this agreement.

V.

This agreement shall take effect upon execution by both signatories.

VI.

This agreement shall be in effect from the date of execution until terminated by either party to the agreement upon written thirty (30) days notice prior to cancellation

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers the day and year first above written.

TARRANT COUNTY
BY: [Signature]
TITLE: County Judge
DATE: October 30, 2012

(Entity): Navarro County
BY: [Signature]
TITLE: County Judge
DATE: 7-23-2012

**Professional Services Agreement
Navarro County Clerk – iDocket.com Ruby Service**

Parties - This agreement is between iDocket.com, hereinafter referred to as iDocket, a Texas Limited Liability Company, LLC, whose offices are located at 1616 S. Kentucky, Ste. D100, Amarillo, TX 79102, and the County of Navarro, Texas under the supervision of the Navarro County Clerk, whose address is P.O. Box 423, Corsicana, Texas, 75151.

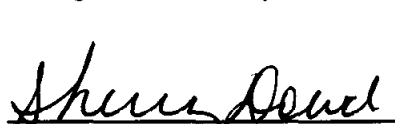
Services Provided by iDocket


- A. Provide the software necessary to extract, filter, compress, and transfer, as designated by the County, information from the county's file and fee docket that is currently available for public inspection in the county's office, for placement on the Internet.
- B. Will provide and host the web site for the county's court information on the Internet.
- C. iDocket agrees that all information provided by the county for placement on the Internet is not subject to resell or distribution to any other party not used for any other purpose not stated within this agreement.
- D. Revenue Sharing - County shall receive 20% of subscription revenues from Users indicating Clerk's County as their primary county of interest. Payment shall be made quarterly and along with a check, the Clerk will receive a report listing quarterly subscription revenues for the County.
- E. iDocket agrees to implement, support, and maintain the court information web site as stipulated in the agreement at no charge to the county.
- F. iDocket shall hold in trust for the county, and shall not disclose to any nonparty to the agreement, any confidential information of the county. Confidential information is information that relates to the county's research, development, trade secrets or business affairs, but does not include information which is generally known or easily ascertainable by non-parties of ordinary skill in computer design and programming.
- G. Clerk has the discretion of using iDocket document image viewing capabilities whereby iDocket redacts documents selected for viewing after charging copy fees for the Clerk. Copy fees collected are paid monthly.

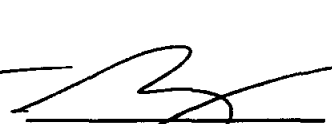
Quality of Services - iDocket will provide adequate Internet access to the information given by the county. Adequate Internet access is defined as providing public access to case information on the Internet for a minimum of five (5) days in any given week. Normal and acceptable access will allow for maintenance updates requiring periodic downtime.

Termination of the Agreement - Either party may terminate this agreement without cause with ninety (90) days written notice to the address stated herein.

Execution - IN WITNESS, thereof the CONTRACTOR (iDocket.com) and COUNTY (Navarro) have hereunto affixed their hand and seal, by duly authorized representatives, and having caused these present to execute this contract agreement.


Hon. Sherry Dowd
Navarro County Clerk


Hon. Hershall M. Davenport
Navarro County Judge


Armando Calderama
CEO, iDocket.com

July 23, 2012
Date

July 23, 2012
Date

7/24/2012
Date

#20

517

(REV - Auditor's Office)

COMMERCIAL SALES AGREEMENT

TOWN NO.
0023-DALLAS, TX
WEST

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-JK7LF9

DATE: 7/2/2012

Tyco Integrated Security LLC ("Tyco")

Abel Winsor
1600 Wallace Dr,
Carrollton, TX 75006
Tele. No. (972) 248-6022

Navarro County Court House
d/b/a:
("Customer")
Customer Billing Information
300 W. Third Ave,
Corsicana, TX 75110
Attn: Navarro County Auditor's Office
Tele. No. (903) 654-3091

Customer Premises Served
300 W. Third Ave,
Corsicana, TX 75110
Attn: Frank Hull
Tele. No. (903) 654-3091

This Commercial Sales Agreement is between Customer and Tyco effective as of the date signed by Customer. By entering into this Agreement, Tyco and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
- (b) Scope of Work / Schedule(s) of Protection
- (c) Terms and Conditions
- (d) Additional Terms and Conditions
- (e) State Specific Forms, if applicable (e.g., local permit applications)
- (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
- (g) If multiple locations, see attached schedule

II. CHARGES AND FEES: Customer agrees to pay the Sum of \$ 0.00 ("Installation Charge") with \$ payable upon acceptance of this Agreement ("Installation Charge Deposit") plus any applicable "Fees" and sales taxes. Tyco may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to Tyco's Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to by Tyco and the Customer in writing and may be subject to additional charges and/or fees. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges in the amount of \$ 800.00 per annum (the "Annual Service Charge"), payable in advance Quarterly plus applicable state and/or local tax(es) for 1 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid Tyco the Installation Charge and Fees in full, Customer grants to Tyco a security interest in the Equipment and all proceeds thereof to secure such payment. After the initial Term this Agreement shall automatically renew on an Annual basis unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date. Tyco shall have the right to increase Annual Service Charge(s) after one (1) year. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by Tyco related to changes in applicable laws and/or AHJ requirements, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees").

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and Tyco relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of Tyco and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon Tyco, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement signed by Tyco and Customer. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in a writing signed by both the Customer and Tyco. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) Tyco has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from Tyco at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage Tyco to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF A TYCO AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND TYCO'S ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE N/A

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE N/A

TYCO INTEGRATED SECURITY LLC

CUSTOMER: NAVARRO County Courthouse

Presented by:


(Signature of Tyco Sales Representative)

Accepted by:


(Signature of Customer's Authorized Representative)

Sales Agent: Abel Winsor

H.M. DAVENPORT, JR.
(Name Printed)

Sales Representative Registration Number (if applicable): _____

Title: County Judge

Date Signed: July 23 2012



COMMERCIAL SALES AGREEMENT

TOWN NO.
0023-DALLAS, TX
WEST

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-JK7LF9

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. **SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"):** Tyco agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

A. **Ownership of System and/or Equipment:** Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).

B. **Services to be Provided ("Services")**

Alarm monitoring and Notification Services:

Video Surveillance Services:

Managed Access Control Services:

Video Equipment:

Quality Service Plan(QSP)Maintenance; Preventive Maintenance/Inspection:

Additional Services:

Burglar Alarm Monitoring PROVIDED

No Service Selected

No Service Selected

No Service Selected

Maintenance Quality Service Plan for Burglar Alarm PROVIDED Inspections NOT PROVIDED

Transmission - Digital One Line with No Backup

C. **Equipment to be Installed ("Equipment"):** Tyco will install, or cause to be installed, the Equipment as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by Tyco at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the Tyco Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

| Qty | Product Name | Location |
|-----|------------------------|----------|
| 1 | AS NOW INSTALLED: | |
| 1 | Security Alarm Panel | |
| 1 | Touchpad(s) | |
| 4 | Door / Window Contacts | |
| 2 | Motion Detectors | |
| 2 | Glass Break Sensor (s) | |
| 1 | Sounder | |
| 1 | Telco Jack | |
| 1 | Power Transformer | |
| 1 | Battery set | |

D. **Scope of Work:** This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and Tyco agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification ("Alarm Monitoring") Services. 1. If an alarm signal registers at Tyco's alarm monitoring center ("CMC"), Tyco will endeavor to notify the appropriate Police or Fire Department and if required by local law, the Customer's designated representative. If a burglar alarm signal or fire signal registers at Tyco's CMC, Tyco at its sole discretion may endeavor to contact the Customer's premises by telephone to verify that the alarm is not false. Failing to contact the Customer promptly or questioning the nature of the response received upon such contact, Tyco shall endeavor to notify the appropriate Police/Fire Department. If a supervisory or trouble signal registers at Tyco's CMC, Tyco will endeavor to notify the Customer's designated representative. 2. If Customer has purchased alarm monitoring service that requires Police, Fire, Guard Response, or Medical Emergency Response/Notification or Two Way Voice monitoring services and such an alarm is received at Tyco's CMC, then Tyco may, in its sole discretion, endeavor either (a) to contact Customer and/or anyone Customer has identified as having authority to act on Customer's behalf on Customer's Emergency Contact List ("ECL") by telephone or Two Way Voice communication, or (b) use video or audio feed from Customer's premises to confirm that the alarm is not false. If Tyco fails to contact Customer or someone on Customer's ECL or, if Tyco questions the response received upon such contact, then Tyco will endeavor to notify the appropriate Police/Fire Department or other emergency response provider. If Guard Response Service is being provided, Tyco will, for an alarm that requires Police response, endeavor to dispatch a Tyco Representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of an attack, Tyco will endeavor to notify the appropriate Police Department. TYCO WILL NOT ARREST OR DETAIN ANY PERSON. Customer agrees that Tyco will have no liability pertaining to the recording (or failure to record) or publication of any Two Way Voice communications, Internet, or other Video recordings or the quality of such recordings, if any. 3. If Supervisory Alarm or Trouble Alarm monitoring services are purchased (or if such services are actively programmed into the System) and such an alarm is received by Tyco, Tyco will endeavor to notify Customer's designated representative. 4. If Customer has identified persons on Customer's ECL authorized to act on Customer's behalf, Tyco will endeavor to contact such persons before Tyco endeavors to notify the Police/Fire Department. 5. The System may not operate with other companies' alarm monitoring equipment. If Customer cancels any Services, this incompatibility may prevent Customer from continuing to use the System. Customer understands that local laws, ordinance or governmental policies may restrict and/or limit Tyco's ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer. Customer understands that Tyco may employ any number of current or future industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings on alarm panels including those authorized under ANSI-SIA CP-01-2000; default settings for "swinger shutdown" of specific alarm zones; implementation of "partial clear time bypass" procedures at Tyco's CMC; and/or other similar measures employed by Tyco periodically in Tyco's sole discretion. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ACTIVATION UNTIL CUSTOMER MANUALLY RESETS THE ALARM SYSTEM. 6. Customer understands that, upon receiving notification that a fire or carbon monoxide signal has been received by Tyco, the Police, Fire Department or other responding authority may forcibly enter Customer's premises. 7. Alarm Verification Services. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the Police Department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment. 8. 5-Day Familiarization Period. If Customer has requested a 5-day "Familiarization Period" following completion of installation, and if needed, an extension period to enable Customer to become familiar with the system operation, then during this Familiarization Period Customer agrees that if any signal (including an alarm signal) of any nature registers at Tyco's CMC, Tyco will not respond to any signals, or endeavor to notify any authorities, Customer, or Customer's designated representative(s), or undertake any other action with regard to any signal, whether or not due to an actual emergency event. 9. Direct Connection Service. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's Municipal Police, Fire Department, or other agency, and signals transmitted by the System will be monitored directly by such Municipal Police, Fire Department, or other agency personnel (collectively, "Municipal Personnel"), none of whom are agents of Tyco. Tyco does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals. 10. Parallel Protection Service. If Customer chooses a Tyco approved cellular back-up service, alarm signals may be transmitted to Tyco's CMC from Customer's premises over a cellular communications network if Customer's primary telephone service is interrupted.

A.2. Communication Facilities. (a) Authorization. To facilitate Tyco's ability to provide Service under this Agreement, Tyco may make requests for information, service, or equipment in any respect on behalf of Customer to Customer's telephone service provider, wireless carrier, or other entity providing communication facilities or services for transmission of alarm signals (the "TeleCo"). (b) Digital Communicator. If a Digital Communicator is used to connect to Tyco's CMC, Customer will provide a connection through a telephone jack to Customer's TeleCo service as required to operate the System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the alarm/control panel. Tyco will provide such connection at Customer's request and expense. (c) General. TYCO'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. TYCO'S CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE CUSTOMER'S TELECO SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH, OR IS OTHERWISE DAMAGED, OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELECO SERVICE OR TRANSMISSION MODE FOR ANY REASON INCLUDING BUT NOT LIMITED TO NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT SIGNAL TRANSMISSION FAILURE MAY OCCUR OVER CERTAIN TYPES OF TELECO SERVICES SUCH AS SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR, WIRELESS OR PRIVATE RADIO, OR CUSTOMER'S PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES, IF: (1) THERE IS A LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES OCCURS (THE BATTERY BACK-UP FOR TYCO'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELECO SERVICE); OR (2) ELECTRONIC COMPONENTS SUCH AS MODEMS MALFUNCTION OR FAIL. CUSTOMER UNDERSTANDS THAT TYCO WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S TELECO SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELECO SERVICE'S DATA FORMAT AFTER TYCO'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELECO SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO TYCO'S CMC. IF TYCO DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS COMPATIBLE, TYCO WILL PERMIT CUSTOMER TO USE ITS TELECO SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT TYCO RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO TYCO'S CMC REGARDLESS OF THE TYPE OF TELECO SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF TYCO DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S TELECO SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER TELECO SERVICE THAT IS NOT COMPATIBLE, THEN TYCO WILL REQUIRE THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO TYCO AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO TYCO'S CMC. TYCO WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN AN APPROVED TELECO SERVICE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES APPROVED TELECO SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT ALARM SIGNALS IF THE TELECO SERVICE IS INTERRUPTED, AND THAT TYCO MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES REMOTELY OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-APPROVED TELECO SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE A NON-APPROVED TELECO SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF TYCO. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-APPROVED TELECO SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE TELECO SERVICE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION HAS DISABLED, IS INTERFERING WITH, OR BLOCKING THE CONNECTION.

A.3. Quality Service Plan ("QSP")/Maintenance; Testing/Inspections Service. 1. Quality Service Plan ("QSP")/Maintenance. (a) If QSP Service is purchased, Tyco will, upon Customer's request, provide and bear the expense of ordinary maintenance and repair of the Covered System(s) for issues arising out of normal wear and tear. The expense of all extraordinary maintenance and repair necessitated by or due to changes or alterations in the Customer's premises, alterations to a Covered System made by Customer, or made necessary by damage to the premises or to a Covered System, or to any cause beyond the control of Tyco, will be borne by the Customer. Customer will furnish, at Customer's expense, any necessary electric current and will furnish an outlet within 10 feet of an alarm control panel. (b) The following are not covered under QSP and any requested service will be provided on a time and materials basis: (1) window foil, (2) security screens, (3) any exterior mounted devices, (4) Programmable Read Only Memory "PROM", (5) batteries, and (6) "Conditions" not covered by warranty shown below. (c) Tyco's obligation to perform QSP Service relates solely to the Covered System(s) and Tyco shall not be obligated to maintain, repair, service, replace, operate or assure the operation of any device or devices not covered under QSP. Tyco is not liable for any loss due to water intrusion, mold, fungi, bacteria, or wet or dry rot. (d) If Customer does not purchase QSP before the expiration of the System Warranty, Tyco will provide QSP Service only after inspecting the System to be covered and making any necessary repairs or replacements to bring the System in compliance with Tyco's specifications and/or the standards set by any applicable laws, codes, or regulations. Customer will pay for any related labor

and/or materials for such work at Tyco's then applicable rates. (e) QSP Service will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. Tyco's obligation to provide QSP Service is conditioned upon the continued availability of system component(s) and parts from the original equipment manufacturer ("OEM"). 2. Testing/Inspections Service ("T/I"). If T/I Service is purchased, Tyco will provide the number of inspections/tests on the Covered System(s) as specified in this Agreement. Such T/I Services will be furnished between 8:00 A.M. and 4:30 P.M., Monday through Friday, except holidays, unless otherwise mutually agreed in advance by the Parties.

A.4. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.5. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.5.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.5.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.5.3. Video Escort. Intentionally left blank - Services have not been purchased.

A.5.4. Video Assist. Intentionally left blank - Services have not been purchased.

A.5.5. Video Audit. Intentionally left blank - Services have not been purchased.

A.5.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.5.7. Managed Video Portal. Intentionally left blank - Services have not been purchased.

A.5.8. Unattended Delivery - Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.5.9. Unattended Delivery - Live Video Monitoring of Process. Intentionally left blank - Services have not been purchased.

A.6. Managed Access Control Services. Intentionally left blank - Services have not been purchased.

A.7. DataSource Service. Intentionally left blank - Services have not been purchased.

A.8. Vision/Vision with Auditing. Intentionally left blank - Service is no longer offered.

A.9. Hosted Access. Intentionally left blank - Services have not been purchased.

A.10. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and Tyco will enter into a separate Rider that will be attached to and incorporated as part of this Agreement: (a) Alert Notification - Immediate Response Informal System (IRIS); (b) Electronic Article Surveillance ("EAS"); (c) Guard Response Service; (d) Radio Frequency Identification ("RFID"); (e) Training Services; (g) Watchman's Reporting Service; (h) Asset and Personnel Tracking; (i) Advanced Vehicle Monitoring.

B. Warranty (90-Day). 1. For a "Direct Sale," any original part of the Equipment (as distinguished from the Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, in Tyco's sole discretion, with a new or functionally operative part. Labor and materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. If Customer has purchased QSP as described in this Agreement, the foregoing Warranty Period will be extended for the time period purchased and at the additional cost shown for QSP in this Agreement. 2. The following "Conditions" are not covered by Warranty: (a) Damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by Tyco or from parts, accessories, attachments or other devices not furnished by Tyco; (b) Customer's failure to properly follow operating instructions provided by Tyco; (c) Adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dial or insufficient light on the area viewed by the camera(s); (d) Trouble due to interruption of Telecom Service; (e) Battery failure; (f) Devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers; or (g) System changes requested by Customer. If Customer calls Tyco for service under the Warranty and Tyco's representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the System or any component, Tyco may bill Customer for the service call whether or not Tyco actually works on the System. If repairs are required due to one of the above "Conditions," Tyco will charge Customer for such work on a time and materials basis at Tyco's then applicable rates for labor and materials.

3. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING TYCO'S NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. TYCO WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY TYCO OR NEGLIGENCE OF TYCO OR OTHERWISE.

C. System Requirements, Miscellaneous: The following provisions apply to all Systems, Equipment, or Services installed or furnished by Tyco under this Agreement. 1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. 2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by Tyco prior to setting the alarm system for closed periods and must notify Tyco promptly if such equipment fails to respond to any such test. 3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD BY INITIATING THE APPROPRIATE LINE ON THE FIRST PAGE OF THIS AGREEMENT (EXCEPT WHERE FAMILIARIZATION IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO TYCO'S CMC (AND DURING ANY APPLICABLE EXTENSIONS); TYCO HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE TYCO CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD TYCO HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL TYCO RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT. 4. Special Equipment Requirements. If Customer requires installation or service of Equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse Tyco for any applicable charges or fees. 5. Training Services. Tyco provides initial training to Customer on use of the Equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at Tyco's then current rate. 6. Site Preparation, Intrusion and Restoration. Customer shall be responsible for providing 110VAC power, telephone connections, network drops and any required conduit, wiremold, or other raceway unless otherwise noted herein. Customer shall also be responsible for any required IP address assignments and additional network software licensing. The installation of Equipment may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. Tyco shall not be responsible for any expenses related to patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the Equipment.

7. Closed Circuit Television ("CCTV") Video Equipment. Intentionally left blank - no CCTV/Video Equipment has been purchased.

D. Electronic Media; Personal Information. 1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. Tyco may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or has demonstrated its intent to be bound whether by electronic signature or otherwise. 2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to Tyco all personal information disclosed hereunder concerning individuals/employees or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) collect (including consent to record telephone conversations with Tyco), use, disclose and transfer such personal information; and (c) authorize Tyco to use such personal information to administer the relationship between Customer and Tyco, including the administration of this Agreement. Customer acknowledges and agrees that Tyco may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability. 1. Tyco is not an insurer. The amounts Tyco charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and

Equipment provided and are unrelated to the value of Customer's property, the property of others located in Customer's premises, or any risk of loss on Customer's premises. 2. Tyco's services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. TYCO MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, Tyco does not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not Tyco. Insurance, if any, covering such risk shall be obtained by Customer. Tyco shall have no liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to Tyco to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from Tyco arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. In notwithstanding the provisions of this Section E, Tyco is found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, its liability shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from Tyco's failure to perform any of its obligations under this Agreement. If Customer requests, Tyco may assume greater liability by attaching a Rider to this Agreement stating the extent of Tyco's additional liability and the additional charges Customer will pay for Tyco's assumption of such greater liability. However, such additional charges are not insurance premiums and Tyco is not an insurer even if it enters into such a Rider. 4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to Tyco's performance or nonperformance of its obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of Tyco, its agents or employees. If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against Tyco in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold Tyco harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against Tyco or its agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred, or the shortest duration permitted under applicable law if such period is greater than one year. 6. The provisions of this Section E shall apply to and benefit Tyco and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect), vendors and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this Section E against any claims due to any failure of such department or organization. Tyco is not responsible for the preservation of any computer programs or data and Customer is responsible for maintaining adequate back-ups.

F. Other Charges; Remedies; Termination. 1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if Tyco's representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components. 2. Failure to pay amounts when due shall give Tyco, in addition to any other available remedies, the right to terminate this Agreement and to charge interest at the highest legal rate on delinquent amounts. Customer agrees to pay all costs, expenses and fees of Tyco's enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Installation Charge(s) are based on Tyco performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision. 3. In addition to any other remedies available to Tyco, Tyco may terminate this Agreement and discontinue any Service(s) if (a) Tyco's CMC is substantially damaged by fire or catastrophe or if Tyco is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Tyco's CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow Tyco's recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP Service; (c) Customer's failure to follow the operating instructions provided by Tyco results in an undue number of false alarms or System malfunction; (d) in Tyco's sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) Tyco is unable to obtain or continue to support technologies, TeleCom Services, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. Tyco will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" includes but is not limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, Tyco will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold Tyco, its officers, directors, agents, and vendors harmless from any damages, claims, injuries, liabilities resulting from the exposure of Tyco's employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by Tyco.

H. Waivers. 1. Waiver of Jury Trial. CUSTOMER AND TYCO BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT. 2. Mutual SAFETY Act Waiver. Certain of Tyco's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Tyco and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous. 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. 3. FARs. Tyco supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, Tyco will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-36; 52.222-38; and 52.222-37. 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save Tyco harmless from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by Tyco as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement. 5. Insurance. Tyco maintains comprehensive General Liability and Automobile Liability Insurance in amounts that meet or exceed: \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. Tyco will not be required to provide a waiver of subrogation in favor of any party, nor will Tyco be required to designate any party as a statutory employer for any purposes. 6. Tyco Brand. Without exception, Tyco-branded Signage, including yard signs, window stickers and warning signs will remain the property of Tyco and may be removed by Tyco at any time. Customer's right to display Tyco-branded Signage is not transferable and ceases upon termination or expiration of this Agreement. 7. Resale. If Tyco is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. 1. Any software provided with the System or in connection with the Services is proprietary to Tyco and/or Tyco's supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between Tyco and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), Tyco will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per Tyco specifications for access control system operation. Tyco shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. Tyco may assess additional charges, if Tyco is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment. 2. Open Source Software. Tyco represents and warrants to the end user of the System that, to the extent the System includes any Open Source Software, the internal use and operation of the System by the end user will not create any obligation on the part of the end user under the terms of any Open Source License (i) to make any source code or object code available to third parties, or (ii) to license, disclose or otherwise make available to third parties any proprietary software, data or other information, or any associated intellectual property. As used herein, the term "Open Source Software" means any software, program, module, code, library, database, driver or similar component (or portion thereof) that is royalty free, proprietary software, the use of which requires any contractual obligations by the user such as, without limitation, that software that is subject to, distributed, transmitted,

522

licensed or otherwise made available under any of the following licenses: GNU General Public License, GNU Library or "Lesser" Public License, Berkeley Software Distribution (BSD) license (including Free BSD and BSD-style licenses), MIT license, Mozilla Public License, IBM Public License, Apache Software License, Artistic license (e.g., PERL), Sun Industry Standards Source License, Sun Community Source License (SCSL), Intel Open Source License, Apple Public Source License, or any substantially similar license, or any license that has been approved by the Open Source Initiative, Free Software Foundation or similar group (collectively, "Open Source Licenses").

K. Force Majeure. TYCO ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE SYSTEM OR ANY EQUIPMENT OR FOR THE CONSEQUENCES THEREFROM, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE OR FOR THE CONSEQUENCES THEREFROM DUE TO STRIKES, RIOTS, FLOODS, TERRORISM, ACTS OF GOD, ACTS OF WAR, OR ANY CAUSES BEYOND THE CONTROL OF TYCO. TYCO WILL NOT BE REQUIRED TO SUPPLY SERVICE TO CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE CONTINUES. IN NO EVENT WILL TYCO BE LIABLE FOR LOSS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of Tyco first being obtained. Tyco shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. License Information: AL Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388; AK 256239, 5620 Lake Otis Pkwy., Anchorage, AK 99507; AR E0055, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plaza Dr., Little Rock 72209, (501) 618-8800; AZ ROC109396-C12; ROC109402-L67; CA ACO4227, PPO12949, 707408; alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; DC 39703010; FL EF0001121, -0950, -1123, -0478, EF20000341, -0413, EG0000164; GA LVA205374, -206386, -002833, -001438, -003379, -004462, -205572, LU001160; HI C27996; IL 127-000384; MA 45-C; MI A-0639, 3601202182 - 4182 Pter North Dr. Ste. D, Flint, MI 48504; MN TS00021; NC 848-CSA-Alarm Systems Licensing Bd., 1631 Midtown Pl., Ste.104, Raleigh, 27609 (919) 875-3611; NM 058126; NV 0040091, 1338; NY 12000025576, Licensed by NYS Dept. of State; OH 16782, 50-18-1052; 50-57-1034; 53-89-1329; 53-31-1582; 50-50-1019; 50-48-1032; 50-25-1050; 50-76-1025; OK 00067; OR 59944; PA Pennsylvania Home Improvement Contractor Registration Number: PA10063; RI AFC0126; 18004; TN ACC-216, -241, -255, -773, -173, -937, -294, -748, -511, -934, -1227; TX B00538-140 Helmer Rd. Ste. 100, San Antonio, TX 78232 - Texas Private Security Bureau, 5805 N. Lamar Blvd., Austin 78752; UT 297869-6601; VA 11-1878; 11-1879; 11-3247; 11-3635; 11-3863; Alarm Security Contracting 2701-035978A exp. 01/31; WA ECO6 ADTSESI03205, 11824 N Creek Pkwy. #105, Bothell, WA 98011; WV 014142. MS 15005633
Additional information is available at www.tycois.com or by calling 1-800-2TYCOIS. FL: EF0001121.
©2012 TYCO. All rights reserved.



COMMERCIAL SALES AGREEMENT

TOWN NO.
0023-DALLAS, TX
WEST

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-JK7LF9

ADDITIONAL TERMS AND CONDITIONS

DATE: 7/2/2012

Tyco Integrated Security LLC ("Tyco")

Abel Winsor
1600 Wallace Dr,
Carrollton, TX 75006
Tele. No. (972) 246-6022

Navarro County Court House
d/b/a:
("Customer")
Customer Billing Information
300 W. Third Ave,
Corsicana, TX 75110
Attn: Navarro County Auditor's Office
Tele. No. (903) 654-3091

Customer Premises Served
300 W. Third Ave,
Corsicana, TX 75110
Attn: Frank Hull
Tele. No. (903) 654-3091

Notwithstanding anything in the Agreement to the contrary, Tyco and Customer agree as follows:

| |
|---|
| Terms and Conditions |
| Change Orders. Any changes in the Work, Equipment, or Materials requested by the Customer after execution of this Agreement must be (1) authorized in writing by the Customer, and (2) paid for by the Customer, in full, prior to commencement of the Work. |
| AC Power. Customer will supply the necessary 110VAC power as required by ADT. |
| Telephony. Customer is responsible for providing telephone company connectivity at control panel location. |
| Modification to Term of Agreement. Customer may cancel this Agreement at any time after one year, after giving ADT thirty days written notice. |
| Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. ADT may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise. |

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

TYCO INTEGRATED SECURITY LLC
Presented by: Abel Winsor
(Signature of Tyco Sales Representative)

Sales Agent: Abel Winsor
Sales Representative Registration Number (if applicable): _____

CUSTOMER: NAVARRO COUNTY COURT HOUSE
✓ Accepted By: [Signature]
(Signature of Customer's Authorized Representative)
✓ H. M. DAVENPORT, Jr
(Name Printed)
✓ Title: County Judge
Date Signed: July 23, 2012



ADT COMMERCIAL SALES AGREEMENT

TOWN NO. 0023-DALLAS, TX WEST

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO. 1-MJQ4H6

524 (District Clerks - FA)

ADT Always There

DATE: 6/26/2012

ADT Security Services, Inc. ("ADT")

Navarro County Court House d/b/a:

Abel Winsor 1600 Wallace Dr, Carrollton, TX 75006 Tele. No. (972) 246-6022

("Customer") Customer Billing Information 300 W 3rd Ave, Suite #101 Corsicana, TX 75110 Attn: Navarro County Auditor's Office Tele. No. (903) 654-3091

Customer Premises Served 300 W. Third Ave, Corsicana, TX 75110 Attn: Frank Hull Tele. No. (903) 654-3091

This ADT Commercial Sales Agreement is between Customer and ADT effective as of the date signed by Customer. By entering into this Agreement, ADT and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter (e) State Specific Forms, if applicable (e.g., local permit applications) (b) Scope of Work / Schedule(s) of Protection (f) Customer Installation Acceptance Form (specific to Equipment/Services purchased) (c) Terms and Conditions (g) If multiple locations, see attached schedule (d) Additional Terms and Conditions

II. Charges and Fees: Customer agrees to pay the Sum of \$ 0.00 ("Installation Charge") with \$ 0.00 payable upon acceptance of this Agreement ("Installation Charge Deposit") plus any applicable "Fees" and sales taxes. ADT may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to ADT's Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to ADT and the Customer in writing and may be subject to additional charges and/or fees. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges in the amount of \$ 675.00 per annum (the "Annual Service Charge"), payable in advance Monthly plus applicable state and/or local tax(es) for 1 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid ADT the Installation Charge and Fees in full, Customer grants to ADT a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on an Annual basis unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date. ADT shall have the right to increase Annual Service Charge(s) after one (1) year. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by ADT related to changes in applicable laws and/or AHJ requirements, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees").

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and ADT relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of ADT and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon ADT, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in writing by both the Customer and ADT. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) ADT has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from ADT at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage ADT to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF AN ADT AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND ADT'S ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE N/A

IF A 5-DAY, FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE N/A

Presented by: [Signature] (Signature of ADT Sales Representative)

Accepted By: [Signature] (Signature of Customer's Authorized Representative)

Sales Agent: Abel Winsor Sales Representative Registration Number (if applicable):

H.M. DAUENPORT Jr. (Name Printed)

Title: County Judge Date Signed: July 23, 2012

525



ADT Always There

ADT COMMERCIAL SALES AGREEMENT

TOWN NO. 0023-DALLAS, TX WEST

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO. 1-MJQ4H6

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): ADT agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

- A. Ownership of System and/or Equipment: Direct Sale (equipment to become property of the Customer upon payment of Installation Charges and Fees in full).
B. Services to be Provided ("Services")

Alarm monitoring and Notification Services: Fire Alarm (Other) Monitoring PROVIDED
Video Surveillance Services (attach Rider Form ####): No Service Selected
Managed Access Control Services: No Service Selected
Video Equipment: No Service Selected
Quality Service Plan(QSP)Maintenance; Preventive Maintenance/Inspection: Maintenance Quality Service Plan and 1 Fire Alarm Inspection PROVIDED
Additional Services: Transmission - Digital Two Line

C. Equipment to be Installed ("Equipment"): ADT will install, or cause to be installed, the Equipment as set forth in this SOW in Customer's designated facility(ies). As used herein, "installer" means: (i) affixing all Equipment and materials provided by ADT at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the ADT Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Table with 3 columns: Qty, Product Name, Location. Rows include: 1 AS NOW INSTALLED, 1 Fire Alarm Panel, 1 Annunciator, 1 Battery Cabinet, 1 Digital Communicator, 1 Horn/Strobe Unit(s), 1 Manual Pull Station, 1 Power Supply, 1 Smoke Detector.

D. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and ADT agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification (Alarm Monitoring) Services.

1. If an alarm signal registers at ADT's Central Monitoring Center ("CMC"), ADT will endeavor to notify the appropriate Police or Fire Department and if required by local law, the Customer's designated representative. If a burglar alarm signal or fire signal registers at ADT's CMC, ADT at its sole discretion may endeavor to contact the Customer's premises by telephone to verify that the alarm is not false. Failing to contact the Customer promptly or questioning the nature of the response received upon such contact, ADT shall endeavor to notify the appropriate Police Department or Fire Department. If a supervisory signal or trouble signal registers at ADT's CMC, ADT shall endeavor to notify promptly the designated representative of the Customer.
2. If Customer has purchased alarm monitoring service that requires Police Response, Fire Department Response, Guard Response, Medical Emergency Notification or Two Way Voice monitoring services and such an alarm is received at ADT's CMC, then ADT may, in its sole discretion, endeavor either (a) to contact Customer and/or anyone Customer has identified as having authority to act on Customer's behalf on Customer's Emergency Contact List ("ECL") by telephone or Two Way Voice communication, or (b) use video or audio feed from Customer's premises to confirm that the alarm is not false. If ADT fails to contact Customer or someone on Customer's ECL or, if ADT questions the response received upon such contact, then ADT will endeavor to notify the appropriate Police or Fire Department. If Guard Response Service is being provided, ADT will, for an alarm that requires Police response, endeavor to dispatch an ADT Representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of an attack, ADT will endeavor to notify the appropriate Police Department. Customer agrees that ADT will have no liability pertaining to the recording (or failure to record) or publication of any Two Way Voice communications, Internet, or other Video recordings or the quality of such recordings, if any.
3. If Supervisory Alarm or Trouble Alarm monitoring services are purchased (or if such services are actively programmed into the System) and such an alarm is received at ADT's CMC, ADT will endeavor to notify Customer's designated representative.
4. If Customer has identified persons on Customer's ECL authorized to act on Customer's behalf, ADT will endeavor to contact such persons before ADT endeavors to notify the Police or Fire Department.
5. The installed equipment may not operate with other companies' alarm monitoring equipment. If Customer cancels any Services, this incompatibility may prevent Customer from continuing to use the installed equipment. Customer understands that local laws, ordinances or governmental policies may restrict and/or limit ADT's ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer. Customer understands that ADT may employ any number of current or future industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings on alarm panels including those authorized under ANSI-SIA CP-01-2000; default settings for "swinger shutdown" of specific alarm zones; implementation of "partial clear time bypass" procedures at ADT's CMC; and/or other similar measures employed by ADT periodically in ADT's sole discretion. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ACTIVATION UNTIL CUSTOMER MANUALLY RESETS THE ALARM SYSTEM.
6. Customer understands that, upon receiving notification that a fire or carbon monoxide signal has been received by ADT, the Police, Fire Department or other responding authority may forcibly enter Customer's premises. ADT WILL NOT ARREST OR DETAIN ANY PERSON.
7. Alarm Verification Services. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the Police Department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment.
8. 5-Day Familiarization Period. If Customer has requested a 5-day "Familiarization Period" following completion of installation, and if needed an extension period, for Customer to become familiar with the system operation, then during this Familiarization Period Customer agrees that if any signal (including an alarm signal) of any nature registers at ADT's CMC, ADT shall not respond to any signals, endeavor to notify the authorities, Customer, or Customer's designated representative, or undertake any other action with regard to any signal, whether or not due to an actual emergency event.
9. Direct Connection Service. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's Municipal Police, Fire Department, or other agency, and signals transmitted by the System will be monitored directly by such Municipal Police, Fire Department, or other agency personnel (collectively, "Municipal Personnel"), none of whom are agents of ADT. ADT does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals.
10. Parallel Protection Service - If Customer chooses an ADT approved cellular back-up service, alarm signals may be transmitted to ADT's CMC from Customer's premises over a cellular communications network if Customer's Traditional Telephone Service is interrupted.

A.2. Communication Facilities. (a) Authorization. ADT may make requests for information, service, or equipment in any respect on behalf of Customer to a telephone company, wireless carrier, or other entity providing communication facilities or services for transmission of signals (the "TeleCo") under this Agreement. Customer agrees that the liability of TeleCo is limited in accordance with, and TeleCo may invoke, the provisions of Section E of this Agreement. (b) Digital Communicator. If a Digital Communicator is used to connect to ADT's CMC, Customer will provide a connection through a telephone jack to a telephone service as required to operate the ADT System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the ADT alarm/control panel. ADT will provide such connection at Customer's request and expense. (c) General. ADT'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. ADT'S CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S COMMUNICATION FACILITIES OR TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ET CETERA, OR CUSTOMER'S OWN PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER PROPRIETARY TELECOMMUNICATION NETWORK, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES(HEREINAFTER REFERRED TO AS "NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES (THE BATTERY BACK-UP FOR ADT'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT ADT WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELEPHONE SERVICE'S DATA FORMAT AFTER ADT'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO ADT'S CMC. IF ADT DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, ADT WILL PERMIT CUSTOMER TO USE ITS NON-TRADITIONAL TELEPHONE SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT ADT RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO ADT'S CMC REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF ADT DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN ADT REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO ADT AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO ADT'S CMC. ADT WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES TRADITIONAL TELEPHONE SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF THE NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT ADT MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF ADT. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-TRADITIONAL TELEPHONE SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

| |
|--|
| <p>A.3. Quality Service Plan ("QSP")/Maintenance: Testing/Inspections Service.</p> <p>1. Quality Service Plan ("QSP")/Maintenance.</p> <p>(a) If QSP/Maintenance Service is purchased, ADT will, upon Customer's request, provide and bear the expense of ordinary maintenance and repair of the Covered System(s) for issues arising out of normal wear and tear. The expense of all extraordinary maintenance and repair necessitated by or due to changes or alterations in the Customer's premises, alterations to the System made by Customer, or made necessary by damage to the premises or to the alarm system, or to any cause beyond the control of ADT, will be borne by the Customer. Customer will furnish, at Customer's expense, any necessary electric current and will furnish an outlet within 10 feet of the ADT Control Panel.</p> <p>(b) QSP/Maintenance Service on the following devices will only be provided on a time and material basis: (1) window foil, (2) security screens, (3) any exterior mounted devices, (4) PROM (Programmable Read Only Memory), (5) batteries, and (6) "Conditions" not covered by warranty shown below.</p> <p>(c) ADT's obligation to perform QSP/Maintenance Service relates solely to the Covered System(s) and ADT is in no way obligated to maintain, repair, service, replace, operate or assure the operation of any device or devices not Covered by QSP/Maintenance. ADT is not liable for any loss due to water intrusion, mold, fungi, bacteria, or wet or dry rot.</p> <p>(d) If Customer does not purchase QSP/Maintenance Service before the expiration of the System Warranty, ADT will provide QSP/Maintenance Service only after inspecting the System and making any necessary repairs or replacements to bring the System in compliance with ADT's specifications and/or the standards set by any applicable laws, codes, or regulations. Customer will pay for any related labor and/or materials for such work at ADT's then applicable rates.</p> <p>(e) QSP/Maintenance Services purchased will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. ADT's obligation to provide Preventative Maintenance Service is conditioned upon the continued availability of the original System component(s) from the original manufacturer.</p> <p>2. Testing/Inspections Service. If such service is purchased, ADT will provide the number of inspections/tests of the Equipment as specified in this Agreement. Such Services will be performed between ADT's normal working hours of 8:00 A.M. and 4:30 P.M., Monday through Friday, except holidays, unless otherwise mutually agreed in advance by the Parties.</p> |
| A.4. Investigator Response Service. Intentionally left blank - Services have not been purchased. |
| A.5. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased. |
| A.5.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased. |
| A.5.2. Video Guard Tour. Intentionally left blank - Services have not been purchased. |
| A.5.3. Video Escort. Intentionally left blank - Services have not been purchased. |
| A.5.4. Video Assist. Intentionally left blank - Services have not been purchased. |
| A.5.5. Video Audit. Intentionally left blank - Services have not been purchased. |
| A.5.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased. |
| A.5.7. ADT SelectView Portal. Intentionally left blank - Services have not been purchased. |
| A.5.8. Unattended Delivery - Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased. |
| A.5.9. Unattended Delivery - Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased. |
| A.6. Managed Access Control Services. Intentionally left blank - Services have not been purchased. |
| A.7. ADT SelectSM DataSource Service. Intentionally left blank - Services have not been purchased. |
| A.8. ADT Select™ Vision / Select™ Vision with Auditing. Intentionally left blank - Services have not been purchased. |
| A.9. ADT Select™ Entry. Intentionally left blank - Services have not been purchased. |
| <p>A.10. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and ADT will enter into a separate Rider that will be attached to and incorporated as part of this Agreement.</p> <p>(a) ADT Select™ Link - Immediate Response Information System (IRIS)</p> <p>(b) ADT Select Managed Access Control</p> <p>(c) Electronic Article Surveillance ("EAS")</p> <p>(d) Guard Response Service</p> <p>(e) Radio Frequency Identification ("RFID")</p> <p>(f) Training Services</p> <p>(g) Watchman's Reporting Service</p> |
| <p>B. Warranty (90-Day).</p> <p>1. For a "Direct Sale", any original part of the Equipment (as distinguished from the Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, in ADT's sole discretion, with a new or functionally operative part. Labor and materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. If Customer has purchased QSP/Maintenance as described in this Agreement, the foregoing Warranty Period will be extended for the time period purchased and at the additional cost shown for QSP/Maintenance in this Agreement.</p> <p>2. The following "Conditions" are not covered by Warranty: (a) Damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by ADT or from parts, accessories, attachments or other devices not furnished by ADT; (b) Customer's failure to properly follow operating instructions provided by ADT; (c) Adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) Trouble due to interruption of commercial power to the phone service or use of Non-Traditional Telephone Service; (e) Battery failure; (f) Devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers; or (g) System changes requested by Customer. If Customer calls ADT for service under the Warranty and ADT's representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the System or any component, ADT may bill Customer for the service call whether or not ADT actually works on the System. If repairs are required due to one of the above "Conditions", ADT will charge Customer for such work on a time and materials basis at ADT's then applicable rates for labor and materials.</p> <p>3. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING ADT'S NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. ADT WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY ADT OR NEGLIGENCE OF ADT OR OTHERWISE.</p> |
| <p>C. System Requirements, Miscellaneous: The following provisions apply to all Systems, Equipment, or Services installed or furnished by ADT under this Agreement.</p> <p>1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc.</p> <p>2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by ADT prior to setting the alarm system for closed periods and must notify ADT promptly if such equipment fails to respond to any such test.</p> <p>3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD BY INITIALING THE APPROPRIATE LINE ON THE FIRST PAGE OF THIS AGREEMENT (EXCEPT WHERE FAMILIARIZATION IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO ADT'S CMC (AND DURING ANY APPLICABLE EXTENSIONS); ADT HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE ADT CMC FROM CUSTOMER'S PREMISES</p> |

DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD ADT HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL ADT RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT.

4. Special Equipment Requirements. If Customer requires installation or service of Equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse ADT for any applicable charges or fees.

5. Training Services. ADT provides initial training to Customer on use of the Equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at ADT's then current rate.

6. Site Preparation, Intrusion and Restoration. Customer shall be responsible for providing 110VAC power, telephone connections, network drops and any required conduit, wiremold, or other raceway unless otherwise noted herein. Customer shall also be responsible for any required IP address assignments and additional network software licensing. The installation of Equipment may necessarily require cutting, boring or fastening into Customer's floors, walls and/or ceilings. ADT shall not be responsible for any expenses related to patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the Equipment.

7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank - no CCTV/Video Equipment has been purchased.

D. Electronic Media; Personal Information.

1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. ADT may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to ADT all personal information disclosed hereunder concerning individuals/employees/ or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) collect (including consent to record telephone conversations with ADT), use, disclose and transfer such personal information; and (c) authorize ADT to use such personal information to administer the relationship between Customer and ADT, including the administration of this Agreement. Customer acknowledges and agrees that ADT may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability.

1. ADT is not an insurer. The amounts ADT charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment ADT provides and are unrelated to the value of Customer's property, any property of others located in Customer's premises, or any risk of loss on Customer's premises.

2. ADT's services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. ADT MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, ADT does not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not ADT. Insurance, if any, covering such risk shall be obtained by Customer. ADT shall have no liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to ADT to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from ADT arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, ADT is found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, its liability shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from ADT's failure to perform any of its obligations under this Agreement. If Customer requests, ADT may assume greater liability by attaching a Rider to this Agreement stating the extent of ADT's additional liability and the additional charges Customer will pay for ADT's assumption of such greater liability. However, such additional charges are not insurance premiums and ADT is not an insurer even if it enters into such a Rider.

4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to ADT's performance or nonperformance of its obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of ADT, its agents or employees. If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against ADT in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold ADT harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against ADT or its agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred, or the shortest duration permitted under applicable law if such period is greater than one year.

6. The provisions of this Section E shall apply to and benefit ADT and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect) and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this section e against any claims due to any failure of such department or organization.

F. Other Charges; Remedies; Termination.

1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if ADT's representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components.

2. Failure to pay amounts when due shall give ADT, in addition to any other available remedies, the right to terminate this Agreement and to charge interest at the highest legal rate on delinquent amounts. Customer agrees to pay all costs, expenses and fees of ADT's enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Installation Charge(s) are based on ADT performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision.

3. In addition to any other remedies available to ADT, ADT may terminate this Agreement and discontinue any Service(s) if (a) ADT's CMC is substantially damaged by fire or catastrophe or if ADT is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, ADT's CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow ADT's recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP/Maintenance Service; (c) Customer's failure to follow the operating instructions provided by ADT results in an undue number of false alarms or System malfunction; (d) in ADT's sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) ADT is unable to obtain or continue to support technologies, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. ADT will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" shall include but not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, ADT will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold ADT, its officers, directors, and agents harmless from any damages, claims, injuries, liabilities resulting from the exposure of ADT's employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by ADT.

H. Waivers.

1. Waiver of Jury Trial. CUSTOMER AND ADT BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT.

2. Mutual SAFETY Act Waiver. Certain of ADT's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, ADT and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from

such Act of Terrorism.

I. Miscellaneous.

- 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement.
- 3. FARs. ADT supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, ADT will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-28; 52.222-35; 52.222-36; and 52.222-37.
- 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save harmless ADT from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by ADT as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.
- 5. Insurance. ADT maintains General Comprehensive Liability and Automobile Liability Insurance of, at least \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. ADT will not be required to provide a waiver of subrogation in favor of any party, nor will ADT be required to designate any party as a statutory employer for any purposes.
- 6. ADT Brand. Without exception, ADT-branded Signage, including yard signs, window stickers and warning signs will remain the property of ADT and may be removed by ADT at any time. Customer's right to display ADT-branded Signage is not transferable and ceases upon termination or expiration of this Agreement.
- 7. Resale. If ADT is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. Any software provided with the System or in connection with the Services is proprietary to ADT and/or ADT's supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between ADT and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), ADT will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per ADT specifications for access control system operation. ADT shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. ADT may assess additional charges, if ADT is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment.

K. Force Majeure. ADT ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE SYSTEM OR ANY EQUIPMENT OR FOR THE CONSEQUENCES THEREFROM, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE OR FOR THE CONSEQUENCES THEREFROM DUE TO STRIKES, RIOTS, FLOODS, TERRORISM, ACTS OF GOD, ACTS OF WAR, OR ANY CAUSES BEYOND THE CONTROL OF ADT. ADT WILL NOT BE REQUIRED TO SUPPLY SERVICE TO CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE CONTINUES. IN NO EVENT WILL ADT BE LIABLE FOR LOSS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of ADT first being obtained. ADT shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. ADT License Information: AL Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery 36116, (334) 264-8388; AK 256239, 411 W. 4th Ave., Ste. 100, Anchorage 99501; AR E0055, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Piz. Dr., Little Rock 72209 (501)618-8800; AZ ROC109396-C12; ROC109402-L67; CA ACO2705; PPO12949; 707408; Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; DC 38703010; FL EP0000950,-1123-0478,EG0000047; EF20000341; -2000413; GA LA004452,-205317,-002833,-204956,-004251,-003379,-205374,-205572, LU001160; HI 27996 IL 127-000394; MA 1533-C; MN TSO0021; NV 0040091; NM 058126; NY 12000025576, Licensed by NYS Dept. of State; NC Alarm Systems Licensing Bd., 1831 Midtown Pl., Ste.104, Raleigh, 27609, (919)875-3611; 1581-CSA; OH 50-18-1052; 50-57-1034; 53-89-1329; 53-31-1582; 50-50-1019; 50-48-1032; 50-25-1050; 50-76-1025; 19352; OK 00067 OR 59944; RI AFC0128; 18004; TN ACC-216,-241,-255,-773,-173,-937,-294,-748,-611,-934; TX B00536, Texas Private Security Bureau, 5805 Lamar Blvd., Austin 78745; UT 297869-8501; VA 11-1878; 11-1879; 11-3247; 11-3635; 11-3863; Alarm Security Contracting 2701-035978A exp. 01/31; WA ECO6 ADTSESI03205,11824 N Creek Pkwy, #105, Bothell, WA 98011; WV 014142. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

530



ADT COMMERCIAL SALES AGREEMENT

TOWN NO.
0023-DALLAS, TX
WEST

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-MJQ4H6

ADT Always There

ADDITIONAL TERMS AND CONDITIONS

DATE: 6/26/2012

ADT Security Services, Inc. ("ADT")

Abel Winsor
1800 Wallace Dr,
Carrollton, TX 75006
Tele. No. (972) 246-6022

Navarro County Court House
d/b/a:
("Customer")
Customer Billing Information
300 W 3rd Ave, Suite #101
Corsicana, TX 75110
Attn: Navarro County Auditor's Office
Tele. No. (903) 654-3091

Customer Premises Served
300 W. Third Ave,
Corsicana, TX 75110
Attn: Frank Hull
Tele. No. (903) 654-3091

Notwithstanding anything in the Agreement to the contrary, ADT and Customer agree as follows:

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

Presented by: Abel Winsor
(Signature of ADT Sales Representative)

Sales Agent: Abel Winsor
Sales Representative Registration Number (if applicable): _____

Accepted By: [Signature]
(Signature of Customer's Authorized Representative)
H.M. DAVENPORT, Jr.
(Name Printed)
Title: Courtesy Judge
Date Signed: July 23, 2012



ADT COMMERCIAL SALES AGREEMENT

TOWN NO. 0023-DALLAS, TX WEST

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO. 1-MJQ47Q

531 (District Clerk - BA)

ADT Always There™

DATE: 6/26/2012

ADT Security Services, Inc. ("ADT")

Abel Winger
1600 Wallace Dr,
Carrollton, TX 75006
Tele. No. (972) 246-8022

Navarro County Court House
d/b/a: ("Customer")
Customer Billing Information
300 W 3rd Ave, Suite #101
Corsicana, TX 75110
Attn: Navarro County Auditor's Office
Tele. No. (903) 654-3091

Customer Premises Served
300 W. Third Ave,
Corsicana, TX 75110
Attn: Frank Hull
Tele. No. (903) 654-3091

This ADT Commercial Sales Agreement is between Customer and ADT effective as of the date signed by Customer. By entering into this Agreement, ADT and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
(b) Scope of Work / Schedule(s) of Protection
(c) Terms and Conditions
(d) Additional Terms and Conditions
(e) State Specific Forms, if applicable (e.g., local permit applications)
(f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
(g) If multiple locations, see attached schedule

II. Charges and Fees: Customer agrees to pay the Sum of \$ 0.00 ("Installation Charge") with \$ 0.00 payable upon acceptance of this Agreement ("Installation Charge Deposit") plus any applicable "Fees" and sales taxes. ADT may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to ADT's Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to ADT and the Customer in writing and may be subject to additional charges and/or fees. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges in the amount of \$ 545.00 per annum (the "Annual Service Charge"), payable in advance Monthly plus applicable state and/or local tax(es) for 1 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid ADT the Installation Charge and Fees in full, Customer grants to ADT a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on an Annual basis unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date. ADT shall have the right to increase Annual Service Charge(s) after one (1) year. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by ADT related to changes in applicable laws and/or AHJ requirements, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees").

445 Per Abel Phone 7/3/11

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and ADT relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of ADT and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon ADT, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in writing by both the Customer and ADT. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) ADT has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from ADT at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage ADT to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF AN ADT AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND ADT'S ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE MA

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE MA

Presented by: [Signature]
(Signature of ADT Sales Representative)

Accepted By: [Signature]
(Signature of Customer's Authorized Representative)

Sales Agent: Abel Winger
Sales Representative Registration Number (if applicable):

H.M. DAUENPORT, Jr.
(Name Printed)

Title: County Judge

Date Signed: July 23 - 2012

532



ADT COMMERCIAL SALES AGREEMENT

TOWN NO. 0023-DALLAS, TX WEST

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO. 1-MJC47Q

ADT Always There

STATEMENT OF WORK / SCHEDULE OF PROTECTION

IV. STATEMENT OF WORK / SCHEDULE OF PROTECTION ("SOW"): ADT agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

- A. Ownership of System and/or Equipment: ADT Owned - ADT may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of ADT to collect any charges which have been accrued or may be accrued hereunder.
B. Services to be Provided ("Services")

Alarm monitoring and Notification Services: Burglar Alarm Monitoring PROVIDED
Video Surveillance Services (attach Rider Form ####): No Service Selected
Managed Access Control Services: No Service Selected
Video Equipment: No Service Selected
Quality Service Plan(QSP)Maintenance; Preventive Maintenance/Inspection: Maintenance Quality Service Plan PROVIDED;inspections NOT PROVIDED
Additional Services: Transmission - Digital One Line with No Backup

C. Equipment to be Installed ("Equipment"): ADT will install, or cause to be installed, the Equipment as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by ADT at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the ADT Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Table with 3 columns: Qty, Product Name, Location. Rows include: 1 AS NOW INSTALLED, 1 Security Alarm Panel, 1 Touchpad(s), 4 Door / Window Contacts, 1 Motion Detectors, 1 Glass Break Sensor (s), 1 Sounder, 1 Telco Jack, 1 Power Transformer, 1 Battery set.

D. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and ADT agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification (Alarm Monitoring) Services.

1. If an alarm signal registers at ADT's Central Monitoring Center ("CMC"), ADT will endeavor to notify the appropriate Police or Fire Department and if required by local law, the Customer's designated representative. If a burglar alarm signal or fire signal registers at ADT's CMC, ADT at its sole discretion may endeavor to contact the Customer's premises by telephone to verify that the alarm is not false. Failing to contact the Customer promptly or questioning the nature of the response received upon such contact, ADT shall endeavor to notify the appropriate Police Department or Fire Department. If a supervisory signal or trouble signal registers at ADT's CMC, ADT shall endeavor to notify promptly the designated representative of the Customer.
2. If Customer has purchased alarm monitoring service that requires Police Response, Fire Department Response, Guard Response, Medical Emergency Notification or Two Way Voice monitoring services and such an alarm is received at ADT's CMC, then ADT may, in its sole discretion, endeavor either (a) to contact Customer and/or anyone Customer has identified as having authority to act on Customer's behalf on Customer's Emergency Contact List ("ECL") by telephone or Two Way Voice communication, or (b) use video or audio feed from Customer's premises to confirm that the alarm is not false. If ADT fails to contact Customer or someone on Customer's ECL or, if ADT questions the response received upon such contact, then ADT will endeavor to notify the appropriate Police or Fire Department. If Guard Response Service is being provided, ADT will, for an alarm that requires Police response, endeavor to dispatch an ADT Representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of an attack, ADT will endeavor to notify the appropriate Police Department. Customer agrees that ADT will have no liability pertaining to the recording (or failure to record) or publication of any Two Way Voice communications, Internet, or other Video recordings or the quality of such recordings, if any.
3. If Supervisory Alarm or Trouble Alarm monitoring services are purchased (or if such services are actively programmed into the System) and such an alarm is received at ADT's CMC, ADT will endeavor to notify Customer's designated representative.
4. If Customer has identified persons on Customer's ECL authorized to act on Customer's behalf, ADT will endeavor to contact such persons before ADT endeavors to notify the Police or Fire Department.
5. The installed equipment may not operate with other companies' alarm monitoring equipment. If Customer cancels any Services, this incompatibility may prevent Customer from continuing to use the installed equipment. Customer understands that local laws, ordinances or governmental policies may restrict and/or limit ADT's ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer. Customer understands that ADT may employ any number of current or future industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings on alarm panels including those authorized under ANSI-SIA CP-01-2000; default settings for "swinger shutdown" of specific alarm zones; implementation of "partial clear time bypass" procedures at ADT's CMC; and/or other similar measures employed by ADT periodically in ADT's sole discretion. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ACTIVATION UNTIL CUSTOMER MANUALLY RESETS THE ALARM SYSTEM.
6. Customer understands that, upon receiving notification that a fire or carbon monoxide signal has been received by ADT, the Police, Fire Department or other responding authority may forcibly enter Customer's premises. ADT WILL NOT ARREST OR DETAIN ANY PERSON.
7. Alarm Verification Services. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the Police Department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment.
8. 5-Day Familiarization Period. If Customer has requested a 5-day "Familiarization Period" following completion of installation, and if needed an extension period, for Customer to become familiar with the system operation, then during this Familiarization Period Customer agrees that if any signal (including an alarm signal) of any nature registers at ADT's CMC, ADT shall not respond to any signals, endeavor to notify the authorities, Customer, or Customer's designated representative, or undertake any other action with regard to any signal, whether or not due to an actual emergency event.
9. Direct Connection Service. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's Municipal Police, Fire Department, or other agency, and signals transmitted by the System will be monitored directly by such Municipal Police, Fire Department, or other agency personnel (collectively, "Municipal Personnel"), none of whom are agents of ADT. ADT does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals.
10. Parallel Protection Service - If Customer chooses an ADT approved cellular back-up service, alarm signals may be transmitted to ADT's CMC from Customer's premises over a cellular communications network if Customer's Traditional Telephone Service is interrupted.

A.2. Communication Facilities. (a) Authorization. ADT may make requests for information, service, or equipment in any respect on behalf of Customer to a telephone company, wireless carrier, or other entity providing communication facilities or services for transmission of signals (the "TeleCo") under this Agreement. Customer agrees that the liability of TeleCo is limited in accordance with, and TeleCo may invoke, the provisions of Section E of this Agreement. (b) Digital Communicator. If a Digital Communicator is used to connect to ADT's CMC, Customer will provide a connection through a telephone jack to a telephone service as required to operate the ADT System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the ADT alarm/control panel. ADT will provide such connection at Customer's request and expense. (c) General. ADT'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. ADT'S CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S COMMUNICATION FACILITIES OR TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ET CETERA, OR CUSTOMER'S OWN PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER PROPRIETARY TELECOMMUNICATION NETWORK, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES (HEREINAFTER REFERRED TO AS "NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES (THE BATTERY BACK-UP FOR ADT'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT ADT WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELEPHONE SERVICE'S DATA FORMAT AFTER ADT'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO ADT'S CMC. IF ADT DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, ADT WILL PERMIT CUSTOMER TO USE ITS NON-TRADITIONAL TELEPHONE SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT ADT RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO ADT'S CMC REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF ADT DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN ADT REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO ADT AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO ADT'S CMC. ADT WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES TRADITIONAL TELEPHONE SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF THE NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT ADT MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF ADT. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-TRADITIONAL TELEPHONE SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

| |
|--|
| <p>A.3. Quality Service Plan ("QSP")/Maintenance; Testing/Inspections Service.</p> <p>1. Quality Service Plan ("QSP")/Maintenance.</p> <p>(a) If QSP/Maintenance Service is purchased, ADT will, upon Customer's request, provide and bear the expense of ordinary maintenance and repair of the Covered System(s) for issues arising out of normal wear and tear. The expense of all extraordinary maintenance and repair necessitated by or due to changes or alterations in the Customer's premises, alterations to the System made by Customer, or made necessary by damage to the premises or to the alarm system, or to any cause beyond the control of ADT, will be borne by the Customer. Customer will furnish, at Customer's expense, any necessary electric current and will furnish an outlet within 10 feet of the ADT Control Panel.</p> <p>(b) QSP/Maintenance Service on the following devices will only be provided on a time and material basis: (1) window foil, (2) security screens, (3) any exterior mounted devices, (4) PROM (Programmable Read Only Memory), (5) batteries, and (6) "Conditions" not covered by warranty shown below.</p> <p>(c) ADT's obligation to perform QSP/Maintenance Service relates solely to the Covered System(s) and ADT is in no way obligated to maintain, repair, service, replace, operate or assure the operation of any device or devices not Covered by QSP/Maintenance. ADT is not liable for any loss due to water intrusion, mold, fungi, bacteria, or wet or dry rot.</p> <p>(d) If Customer does not purchase QSP/Maintenance Service before the expiration of the System Warranty, ADT will provide QSP/Maintenance Service only after inspecting the System and making any necessary repairs or replacements to bring the System in compliance with ADT's specifications and/or the standards set by any applicable laws, codes, or regulations. Customer will pay for any related labor and/or materials for such work at ADT's then applicable rates.</p> <p>(e) QSP/Maintenance Services purchased will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. ADT's obligation to provide Preventative Maintenance Service is conditioned upon the continued availability of the original System component(s) from the original manufacturer.</p> <p>2. Testing/Inspections Service. If such service is purchased, ADT will provide the number of inspections/tests of the Equipment as specified in this Agreement. Such Services will be performed between ADT's normal working hours of 8:00 A.M. and 4:30 P.M., Monday through Friday, except holidays, unless otherwise mutually agreed in advance by the Parties.</p> |
| <p>A.4. Investigator Response Service. Intentionally left blank - Services have not been purchased.</p> |
| <p>A.5. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.</p> |
| <p>A.5.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.</p> |
| <p>A.5.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.</p> |
| <p>A.5.3. Video Escort. Intentionally left blank - Services have not been purchased.</p> |
| <p>A.5.4. Video Assist. Intentionally left blank - Services have not been purchased.</p> |
| <p>A.5.5. Video Audit. Intentionally left blank - Services have not been purchased.</p> |
| <p>A.5.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.</p> |
| <p>A.5.7. ADT SelectView Portal. Intentionally left blank - Services have not been purchased.</p> |
| <p>A.5.8. Unattended Delivery - Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.</p> |
| <p>A.5.9. Unattended Delivery - Live Video Monitoring of Process. Intentionally left blank - Services have not been purchased.</p> |
| <p>A.6. Managed Access Control Services. Intentionally left blank - Services have not been purchased.</p> |
| <p>A.7. ADT SelectSM DataSource Service. Intentionally left blank - Services have not been purchased.</p> |
| <p>A.8. ADT Select™ Vision / Select™ Vision with Auditing. Intentionally left blank - Services have not been purchased.</p> |
| <p>A.9. ADT Select™ Entry. Intentionally left blank - Services have not been purchased.</p> |
| <p>A.10. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and ADT will enter into a separate Rider that will be attached to and incorporated as part of this Agreement.</p> <p>(a) ADT Select™ Link - Immediate Response Information System (IRIS)</p> <p>(b) ADT Select Managed Access Control</p> <p>(c) Electronic Article Surveillance ("EAS")</p> <p>(d) Guard Response Service</p> <p>(e) Radio Frequency Identification ("RFID")</p> <p>(f) Training Services</p> <p>(g) Watchman's Reporting Service</p> |
| <p>B. Warranty (90-Day).</p> <p>1. For a "Direct Sale", any original part of the Equipment (as distinguished from the Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, in ADT's sole discretion, with a new or functionally operative part. Labor and materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. If Customer has purchased QSP/Maintenance as described in this Agreement, the foregoing Warranty Period will be extended for the time period purchased and at the additional cost shown for QSP/Maintenance in this Agreement.</p> <p>2. The following "Conditions" are not covered by Warranty: (a) Damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by ADT or from parts, accessories, attachments or other devices not furnished by ADT; (b) Customer's failure to properly follow operating instructions provided by ADT; (c) Adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) Trouble due to interruption of commercial power to the phone service or use of Non-Traditional Telephone Service; (e) Battery failure; (f) Devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers; or (g) System changes requested by Customer. If Customer calls ADT for service under the Warranty and ADT's representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the System or any component, ADT may bill Customer for the service call whether or not ADT actually works on the System. If repairs are required due to one of the above "Conditions", ADT will charge Customer for such work on a time and materials basis at ADT's then applicable rates for labor and materials.</p> <p>3. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING ADT'S NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. ADT WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY ADT OR NEGLIGENCE OF ADT OR OTHERWISE.</p> |
| <p>C. System Requirements, Miscellaneous: The following provisions apply to all Systems, Equipment, or Services installed or furnished by ADT under this Agreement.</p> <p>1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc.</p> <p>2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by ADT prior to setting the alarm system for closed periods and must notify ADT promptly if such equipment fails to respond to any such test.</p> <p>3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD BY INITIALING THE APPROPRIATE LINE ON THE FIRST PAGE OF THIS AGREEMENT (EXCEPT WHERE FAMILIARIZATION IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO ADT'S CMC (AND DURING ANY APPLICABLE EXTENSIONS); ADT HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE ADT CMC FROM CUSTOMER'S PREMISES</p> |

DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD ADT HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL ADT RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT.

- 4. **Special Equipment Requirements.** If Customer requires installation or service of Equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse ADT for any applicable charges or fees.
- 5. **Training Services.** ADT provides initial training to Customer on use of the Equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at ADT's then current rate.
- 6. **Site Preparation, Intrusion and Restoration.** Customer shall be responsible for providing 110VAC power, telephone connections, network drops and any required conduit, wiremold, or other raceway unless otherwise noted herein. Customer shall also be responsible for any required IP address assignments and additional network software licensing. The installation of Equipment may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. ADT shall not be responsible for any expenses related to patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the Equipment.

7. **Closed Circuit Television ("CCTV")/Video Equipment.** Intentionally left blank - no CCTV/Video Equipment has been purchased.

D. Electronic Media; Personal Information.

1. **Electronic Media.** Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding on the parties and equivalent to the original for all purposes, including litigation. ADT may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

2. **Personal Information.** Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to ADT all personal information disclosed hereunder concerning individuals/employees/other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) collect (including consent to record telephone conversations with ADT), use, disclose and transfer such personal information; and (c) authorize ADT to use such personal information to administer the relationship between Customer and ADT, including the administration of this Agreement. Customer acknowledges and agrees that ADT may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability.

1. ADT is not an insurer. The amounts ADT charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment ADT provides and are unrelated to the value of Customer's property, any property of others located in Customer's premises, or any risk of loss on Customer's premises.

2. ADT's services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. ADT MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, ADT does not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not ADT. Insurance, if any, covering such risk shall be obtained by Customer. ADT shall have no liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to ADT to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from ADT arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, ADT is found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, its liability shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from ADT's failure to perform any of its obligations under this Agreement. If Customer requests, ADT may assume greater liability by attaching a Rider to this Agreement stating the extent of ADT's additional liability and the additional charges Customer will pay for ADT's assumption of such greater liability. However, such additional charges are not insurance premiums and ADT is not an insurer even if it enters into such a Rider.

4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to ADT's performance or nonperformance of its obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of ADT, its agents or employees. If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against ADT in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold ADT harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against ADT or its agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred, or the shortest duration permitted under applicable law if such period is greater than one year.

6. The provisions of this Section E shall apply to and benefit ADT and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect) and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this section e against any claims due to any failure of such department or organization.

F. Other Charges; Remedies; Termination.

1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if ADT's representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components.

2. Failure to pay amounts when due shall give ADT, in addition to any other available remedies, the right to terminate this Agreement and to charge interest at the highest legal rate on delinquent amounts. Customer agrees to pay all costs, expenses and fees of ADT's enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Installation Charge(s) are based on ADT performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision.

3. In addition to any other remedies available to ADT, ADT may terminate this Agreement and discontinue any Service(s) if (a) ADT's CMC is substantially damaged by fire or catastrophe or if ADT is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, ADT's CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow ADT's recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP/Maintenance Service; (c) Customer's failure to follow the operating instructions provided by ADT results in an undue number of false alarms or System malfunction; (d) in ADT's sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) ADT is unable to obtain or continue to support technologies, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. ADT will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" shall include but not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, ADT will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold ADT, its officers, directors, and agents harmless from any damages, claims, injuries, liabilities resulting from the exposure of ADT's employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by ADT.

H. Waivers.

1. **Waiver of Jury Trial.** CUSTOMER AND ADT BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT.

2. **Mutual SAFETY Act Waiver.** Certain of ADT's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, ADT and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from

such Act of Terrorism.

I. Miscellaneous.

1. **Enforceability.** If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
2. **Paragraph and Section Headings; Captions; Counterparts.** The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement.
3. **FARs.** ADT supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, ADT will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37.
4. **Export Control.** Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any license, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save harmless ADT from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by ADT as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.
5. **Insurance.** ADT maintains General Comprehensive Liability and Automobile Liability Insurance of, at least \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. ADT will not be required to provide a waiver of subrogation in favor of any party, nor will ADT be required to designate any party as a statutory employer for any purposes.
6. **ADT Brand.** Without exception, ADT-branded Signage, including yard signs, window stickers and warning signs will remain the property of ADT and may be removed by ADT at any time. Customer's right to display ADT-branded Signage is not transferable and ceases upon termination or expiration of this Agreement.
7. **Resale.** If ADT is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. Any software provided with the System or in connection with the Services is proprietary to ADT and/or ADT's supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between ADT and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), ADT will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per ADT specifications for access control system operation. ADT shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. ADT may assess additional charges, if ADT is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment.

K. Force Majeure. ADT ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE SYSTEM OR ANY EQUIPMENT OR FOR THE CONSEQUENCES THEREFROM, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE OR FOR THE CONSEQUENCES THEREFROM DUE TO STRIKES, RIOTS, FLOODS, TERRORISM, ACTS OF GOD, ACTS OF WAR, OR ANY CAUSES BEYOND THE CONTROL OF ADT. ADT WILL NOT BE REQUIRED TO SUPPLY SERVICE TO CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE CONTINUES. IN NO EVENT WILL ADT BE LIABLE FOR LOSS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of ADT first being obtained. ADT shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. ADT License Information: AL Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery 36116, (334) 264-8388; AK 256239, 411 W. 4th Ave., Ste. 100, Anchorage 99501; AR E0055, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plz. Dr., Little Rock 72206 (501)618-8600; AZ ROC108396-C12; ROC109402-L67; CA ACO2705; PPO12949; 707408; Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; DC 39703010; FL EF0000950,-1123-0478,EG0000047; EF20000341; -2000413; GA LA004452,-205317,-002833,-204956,-004251,-003379,-205374, -205572, LU001180; HI 273996 IL 127-000364; MA 1533-C; MN TS00021; NY 0040091; NM 056128; NY 12000025576, Licensed by NYS Dept. of State; NC Alarm Systems Licensng Bd., 1631 Midtown Pl., Ste.104, Raleigh, 27609, (919)875-3611; 1581-CSA; OH 50-18-1052; 50-57-1094; 53-89-1329; 53-31-1582; 50-50-1019; 50-48-1032; 50-25-1050; 50-76-1025; 19362; OK 00067 OR 59944; RI APC0126; 18004; TN ACC-216,-241,-255,-773,-173,-937,-294,-748,-511,-934; TX B00536, Texas Private Security Bureau, 5805 Lamar Blvd., Austin 78745; UT 297868-6501; VA 11-1878; 11-1879; 11-3247; 11-9635; 11-3863; Alarm Security Contracting 2701-035978A exp. 01/31; WA ECO6 ADTSES03205,11824 N Creek Pkwy. #105, Bothell, WA 98011; WV 014142. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.



ADT Always There

ADT COMMERCIAL SALES AGREEMENT

TOWN NO. 0023-DALLAS, TX WEST

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO. 1-MJQ47Q

ADDITIONAL TERMS AND CONDITIONS

DATE: 6/26/2012

ADT Security Services, Inc. ("ADT")

Abel Winsor
1600 Wallace Dr,
Carrollton, TX 75006
Tele. No. (972) 246-6022

Navarro County Court House
d/b/a:
("Customer")
Customer Billing Information
300 W 3rd Ave, Suite #101
Corsicana, TX 75110
Attn: Navarro County Auditor's Office
Tele. No. (903) 654-3091

Customer Premises Serviced
300 W. Third Ave.
Corsicana, TX 75110
Attn: Frank Hull
Tele. No. (903) 654-3091

Notwithstanding anything in the Agreement to the contrary, ADT and Customer agree as follows:

Table with 1 column and 5 rows containing terms and conditions: Terms and Conditions, Change Orders, A/C Power, Telephony, Electronic Media, Modification to Term of Agreement.

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

Presented by: [Signature]
(Signature of ADT Sales Representative)

Accepted By: [Signature]
(Signature of Customer's Authorized Representative)

Sales Agent: Abel Winsor
Sales Representative Registration Number (if applicable):

H.M. DAUENPORT, Jr.
(Name Printed)

Title: County Judge

Date Signed: July 23 - 2012



ADT COMMERCIAL SALES AGREEMENT

538

County Treasury Off

TOWN NO. 0023-DALLAS, TX WEST

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO. 1-JK9JU3

ADT Always There

DATE: 6/12/2012

ADT Security Services, Inc. ("ADT")

Abel Winsor
1600 Wallace Dr,
Carrollton, TX 75006
Tele. No. (972) 246-6022

Navarro County Court House
d/b/a:
("Customer")
Customer Billing Information
300 W. Third Ave, Suite #10
Corsicana, TX 7110
Attn: Navarro County Auditor's Office
Tele. No. (903) 654-3091

Customer Premises Served
300 W 3rd Ave, Suite #101
Corsicana, TX 75110
Attn: Frank Hull
Tele. No. (903) 654-3091

This ADT Commercial Sales Agreement is between Customer and ADT effective as of the date signed by Customer. By entering into this Agreement, ADT and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
(b) Scope of Work / Schedule(s) of Protection
(c) Terms and Conditions
(d) Additional Terms and Conditions
(e) State Specific Forms, if applicable (e.g., local permit applications)
(f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
(g) If multiple locations, see attached schedule

II. Charges and Fees: Customer agrees to pay the Sum of \$0.00 ("Installation Charge") with \$0.00 payable upon acceptance of this Agreement ("Installation Charge Deposit") plus any applicable "Fees" and sales taxes. ADT may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to ADT's Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to ADT and the Customer in writing and may be subject to additional charges and/or fees. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges in the amount of \$823.77 per annum (the "Annual Service Charge"), payable in advance Monthly plus applicable state and/or local tax(es) for 5 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid ADT the Installation Charge and Fees in full, Customer grants to ADT a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on an Annual basis unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date. ADT shall have the right to increase Annual Service Charge(s) after one (1) year. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by ADT related to changes in applicable laws and/or AHJ requirements, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees").

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and ADT relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of ADT and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon ADT, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in writing by both the Customer and ADT. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) ADT has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from ADT at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage ADT to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF AN ADT AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND ADT'S ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE

Presented by: [Signature of Abel Winsor]
(Signature of ADT Sales Representative)

Accepted by: [Signature of H.M. Davenport, Jr.]
(Signature of Customer's Authorized Representative)

Sales Agent: Abel Winsor
Sales Representative Registration Number (if applicable):

H.M. DAVENPORT, Jr.
(Name Printed)

Title: County Judge

Date Signed: July 23, 2012



ADT COMMERCIAL SALES AGREEMENT

TOWN NO. 0023-DALLAS, TX WEST

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO. 1-JK9JU3

ADT Always There

SCOPE OF WORK / SCHEDULE OF PROTECTION

IV. SCOPE OF WORK / SCHEDULE OF PROTECTION ("SOW"): ADT agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

- A. Ownership of System and/or Equipment: Direct Sale (equipment to become property of the Customer upon payment of installation Charges and Fees in full).
B. Services to be Provided ("Services")

Alarm monitoring and Notification Services: Burglar Alarm Monitoring PROVIDED
Video Surveillance Services (attach Rider Form #####): No Service Selected
Managed Access Control Services: No Service Selected
Video Equipment: No Service Selected
Quality Service Plan(QSP)Maintenance; Preventive Maintenance/Inspection: Maintenance Quality Service Plan PROVIDED Inspections NOT PROVIDED
Additional Services: Transmission - Digital One Line with No Backup

C. Equipment to be Installed ("Equipment"): ADT will install, or cause to be installed, the Equipment as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by ADT at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii) in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the ADT Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Table with 3 columns: Qty, Product Name, Location. Rows include: 1 AS NOW INSTALLED, 1 Security Alarm Panel, 1 Touchpad(s), 4 Door / Window Contacts, 1 Motion Detectors, 1 Glass Break Sensor (s), 1 Sounder, 1 Telco Jack, 1 Power Transformer, 1 Battery set.

D. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and ADT agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification (Alarm Monitoring) Services.

1. If an alarm signal registers at ADT's Central Monitoring Center ("CMC"), ADT will endeavor to notify the appropriate Police or Fire Department and if required by local law, the Customer's designated representative. If a burglar alarm signal or fire signal registers at ADT's CMC, ADT at its sole discretion may endeavor to contact the Customer's premises by telephone to verify that the alarm is not false. Failing to contact the Customer promptly or questioning the nature of the response received upon such contact, ADT shall endeavor to notify the appropriate Police Department or Fire Department. If a supervisory signal or trouble signal registers at ADT's CMC, ADT shall endeavor to notify promptly the designated representative of the Customer.
2. If Customer has purchased alarm monitoring service that requires Police Response, Fire Department Response, Guard Response, Medical Emergency Notification or Two Way Voice monitoring services and such an alarm is received at ADT's CMC, then ADT may, in its sole discretion, endeavor either (a) to contact Customer and/or anyone Customer has identified as having authority to act on Customer's behalf on Customer's Emergency Contact List ("ECL") by telephone or Two Way Voice communication, or (b) use video or audio feed from Customer's premises to confirm that the alarm is not false. If ADT fails to contact Customer or someone on Customer's ECL or, if ADT questions the response received upon such contact, then ADT will endeavor to notify the appropriate Police or Fire Department. If Guard Response Service is being provided, ADT will, for an alarm that requires Police response, endeavor to dispatch an ADT Representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of an attack, ADT will endeavor to notify the appropriate Police Department. Customer agrees that ADT will have no liability pertaining to the recording (or failure to record) or publication of any Two Way Voice communications, internet, or other Video recordings or the quality of such recordings, if any.
3. If Supervisory Alarm or Trouble Alarm monitoring services are purchased (or if such services are actively programmed into the System) and such an alarm is received at ADT's CMC, ADT will endeavor to notify Customer's designated representative.
4. If Customer has identified persons on Customer's ECL authorized to act on Customer's behalf, ADT will endeavor to contact such persons before ADT endeavors to notify the Police or Fire Department.
5. The installed equipment may not operate with other companies' alarm monitoring equipment. If Customer cancels any Services, this incompatibility may prevent Customer from continuing to use the installed equipment. Customer understands that local laws, ordinances or governmental policies may restrict and/or limit ADT's ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer. Customer understands that ADT may employ any number of current or future industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings on alarm panels including those authorized under ANSI-SIA CP-01-2000; default settings for "swinger shutdown" of specific alarm zones; implementation of "partial clear time bypass" procedures at ADT's CMC; and/or other similar measures employed by ADT periodically in ADT's sole discretion. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ACTIVATION UNTIL CUSTOMER MANUALLY RESETS THE ALARM SYSTEM.
6. Customer understands that, upon receiving notification that a fire or carbon monoxide signal has been received by ADT, the Police, Fire Department or other responding authority may forcibly enter Customer's premises. ADT WILL NOT ARREST OR DETAIN ANY PERSON.
7. Alarm Verification Services. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the Police Department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment.
8. 5-Day Familiarization Period. If Customer has requested a 5-day "Familiarization Period" following completion of installation, and if needed an extension period, for Customer to become familiar with the system operation, then during this Familiarization Period Customer agrees that if any signal (including an alarm signal) of any nature registers at ADT's CMC, ADT shall not respond to any signals, endeavor to notify the authorities, Customer, or Customer's designated representative, or undertake any other action with regard to any signal, whether or not due to an actual emergency event.
9. Direct Connection Service. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's Municipal Police, Fire Department, or other agency, and signals transmitted by the System will be monitored directly by such Municipal Police, Fire Department, or other agency personnel (collectively, "Municipal Personnel"), none of whom are agents of ADT. ADT does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals.
10. Parallel Protection Service - If Customer chooses an ADT approved cellular back-up service, alarm signals may be transmitted to ADT's CMC from Customer's premises over a cellular communications network if Customer's Traditional Telephone Service is interrupted.

A.2. Communication Facilities. (a) Authorization. ADT may make requests for information, service, or equipment in any respect on behalf of Customer to a telephone company, wireless carrier, or other entity providing communication facilities or services for transmission of signals (the "TeleCo") under this Agreement. Customer agrees that the liability of TeleCo is limited in accordance with, and TeleCo may invoke, the provisions of Section E of this Agreement. (b) Digital Communicator. If a Digital Communicator is used to connect to ADT's CMC, Customer will provide a connection through a telephone jack to a telephone service as required to operate the ADT System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the ADT alarm/control panel. ADT will provide such connection at Customer's request and expense. (c) General. ADT'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. ADT'S CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S COMMUNICATION FACILITIES OR TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ET CETERA, OR CUSTOMER'S OWN PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER PROPRIETARY TELECOMMUNICATION NETWORK, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES; HEREINAFTER REFERRED TO AS "NON-TRADITIONAL TELEPHONE SERVICE") INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES (THE BATTERY BACK-UP FOR ADT'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT ADT WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELEPHONE SERVICE'S DATA FORMAT AFTER ADT'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO ADT'S CMC. IF ADT DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, ADT WILL PERMIT CUSTOMER TO USE ITS NON-TRADITIONAL TELEPHONE SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT ADT RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO ADT'S CMC REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF ADT DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN ADT REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO ADT AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO ADT'S CMC. ADT WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES TRADITIONAL TELEPHONE SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF THE NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT ADT MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF ADT. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-TRADITIONAL TELEPHONE SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

A.3. Quality Service Plan ("QSP"/Maintenance; Testing/Inspections Service.**1. Quality Service Plan ("QSP"/Maintenance.**

(a) If QSP/Maintenance Service is purchased, ADT will, upon Customer's request, provide and bear the expense of ordinary maintenance and repair of the Covered System(s) for issues arising out of normal wear and tear. The expense of all extraordinary maintenance and repair necessitated by or due to changes or alterations in the Customer's premises, alterations to the System made by Customer, or made necessary by damage to the premises or to the alarm system, or to any cause beyond the control of ADT, will be borne by the Customer. Customer will furnish, at Customer's expense, any necessary electric current and will furnish an outlet within 10 feet of the ADT Control Panel.

(b) QSP/Maintenance Service on the following devices will only be provided on a time and material basis: (1) window foil, (2) security screens, (3) any exterior mounted devices, (4) PROM (Programmable Read Only Memory), (5) batteries, and (6) "Conditions" not covered by warranty shown below.

(c) ADT's obligation to perform QSP/Maintenance Service relates solely to the Covered System(s) and ADT is in no way obligated to maintain, repair, service, replace, operate or assure the operation of any device or devices not Covered by QSP/Maintenance. ADT is not liable for any loss due to water intrusion, mold, fungi, bacteria, or wet or dry rot.

(d) If Customer does not purchase QSP/Maintenance Service before the expiration of the System Warranty, ADT will provide QSP/Maintenance Service only after inspecting the System and making any necessary repairs or replacements to bring the System in compliance with ADT's specifications and/or the standards set by any applicable laws, codes, or regulations. Customer will pay for any related labor and/or materials for such work at ADT's then applicable rates.

(e) QSP/Maintenance Services purchased will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. ADT's obligation to provide Preventative Maintenance Service is conditioned upon the continued availability of the original System component(s) from the original manufacturer.

2. Testing/Inspections Service. If such service is purchased, ADT will provide the number of inspections/tests of the Equipment as specified in this Agreement. Such Services will be performed between ADT's normal working hours of 8:00 A.M. and 4:30 P.M., Monday through Friday, except holidays, unless otherwise mutually agreed in advance by the Parties.

A.4. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.5. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.5.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.5.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.5.3. Video Escort. Intentionally left blank - Services have not been purchased.

A.5.4. Video Assist. Intentionally left blank - Services have not been purchased.

A.5.5. Video Audit. Intentionally left blank - Services have not been purchased.

A.5.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.5.7. ADT SelectView Portal. Intentionally left blank - Services have not been purchased.

A.5.8. Unattended Delivery - Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.5.9. Unattended Delivery - Live Video Monitoring of Process. Intentionally left blank - Services have not been purchased.

A.6. Managed Access Control Services. Intentionally left blank - Services have not been purchased.

A.7. ADT SelectSM DataSource Service. Intentionally left blank - Services have not been purchased.

A.8. ADT Select™ Vision / Select™ Vision with Auditing. Intentionally left blank - Services have not been purchased.

A.9. ADT Select™ Entry. Intentionally left blank - Services have not been purchased.

A.10. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and ADT will enter into a separate Rider that will be attached to and incorporated as part of this Agreement.

(a) ADT Select™ Link - Immediate Response Information System (IRIS)

(b) ADT Select Managed Access Control

(c) Electronic Article Surveillance ("EAS")

(d) Guard Response Service

(e) Radio Frequency Identification ("RFID")

(f) Training Services

(g) Watchman's Reporting Service

B. Warranty (90-Day).

1. For a "Direct Sale", any original part of the Equipment (as distinguished from the Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, in ADT's sole discretion, with a new or functionally operative part. Labor and materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. If Customer has purchased QSP/Maintenance as described in this Agreement, the foregoing Warranty Period will be extended for the time period purchased and at the additional cost shown for QSP/Maintenance in this Agreement.

2. The following "Conditions" are not covered by Warranty: (a) Damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by ADT or from parts, accessories, attachments or other devices not furnished by ADT; (b) Customer's failure to properly follow operating instructions provided by ADT; (c) Adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) Trouble due to interruption of commercial power to the phone service or use of Non-Traditional Telephone Service; (e) Battery failure; (f) Devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers; or (g) System changes requested by Customer. If Customer calls ADT for service under the Warranty and ADT's representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the System or any component, ADT may bill Customer for the service call whether or not ADT actually works on the System. If repairs are required due to one of the above "Conditions", ADT will charge Customer for such work on a time and materials basis at ADT's then applicable rates for labor and materials.

3. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING ADT'S NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. ADT WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY ADT OR NEGLIGENCE OF ADT OR OTHERWISE.

C. System Requirements, Miscellaneous: The following provisions apply to all Systems, Equipment, or Services installed or furnished by ADT under this Agreement.

1. **Vaults.** Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc.

2. **System Testing.** Customer must test all detection devices or other electronic equipment according to procedures prescribed by ADT prior to setting the alarm system for closed periods and must notify ADT promptly if such equipment fails to respond to any such test.

3. **Familiarization Period.** UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD BY INITIALING THE APPROPRIATE LINE ON THE FIRST PAGE OF THIS AGREEMENT (EXCEPT WHERE FAMILIARIZATION IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO ADT'S CMC (AND DURING ANY APPLICABLE EXTENSIONS); ADT HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE ADT CMC FROM CUSTOMER'S PREMISES

DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD ADT HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL ADT RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT.

4. Special Equipment Requirements. If Customer requires installation or service of Equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service. Customer will provide such equipment, or will reimburse ADT for any applicable charges or fees.

5. Training Services. ADT provides initial training to Customer on use of the Equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at ADT's then current rate.

6. Site Preparation, Intrusion and Restoration. Customer shall be responsible for providing 110VAC power, telephone connections, network drops and any required conduit, wiremold, or other raceway unless otherwise noted herein. Customer shall also be responsible for any required IP address assignments and additional network software licensing. The installation of Equipment may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. ADT shall not be responsible for any expenses related to patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the Equipment.

7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank -- no CCTV/Video Equipment has been purchased.

D. Electronic Media; Personal Information.

1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. ADT may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to ADT all personal information disclosed hereunder concerning individuals/employees/ or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) collect (including consent to record telephone conversations with ADT), use, disclose and transfer such personal information; and (c) authorizes ADT to use such personal information to administer the relationship between Customer and ADT, including the administration of this Agreement. Customer acknowledges and agrees that ADT may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability.

1. ADT is not an insurer. The amounts ADT charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment ADT provides and are unrelated to the value of Customer's property, any property of others located in Customer's premises, or any risk of loss on Customer's premises.

2. ADT's services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. ADT MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, ADT does not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not ADT. Insurance, if any, covering such risk shall be obtained by Customer. ADT shall have no liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to ADT to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from ADT arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, ADT is found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, its liability shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from ADT's failure to perform any of its obligations under this Agreement. If Customer requests, ADT may assume greater liability by attaching a Rider to this Agreement stating the extent of ADT's additional liability and the additional charges Customer will pay for ADT's assumption of such greater liability. However, such additional charges are not insurance premiums and ADT is not an insurer even if it enters into such a Rider.

4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to ADT's performance or nonperformance of its obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of ADT, its agents or employees. If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against ADT in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold ADT harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against ADT or its agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred, or the shortest duration permitted under applicable law if such period is greater than one year.

6. The provisions of this Section E shall apply to and benefit ADT and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect) and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this section e against any claims due to any failure of such department or organization.

F. Other Charges; Remedies; Termination.

1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if ADT's representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components.

2. Failure to pay amounts when due shall give ADT, in addition to any other available remedies, the right to terminate this Agreement and to charge interest at the highest legal rate on delinquent amounts. Customer agrees to pay all costs, expenses and fees of ADT's enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Installation Charge(s) are based on ADT performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision.

3. In addition to any other remedies available to ADT, ADT may terminate this Agreement and discontinue any Service(s) if (a) ADT's CMC is substantially damaged by fire or catastrophe or if ADT is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, ADT's CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow ADT's recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP/Maintenance Service; (c) Customer's failure to follow the operating instructions provided by ADT results in an undue number of false alarms or System malfunction; (d) in ADT's sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) ADT is unable to obtain or continue to support technologies, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. ADT will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" shall include but not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, ADT will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold ADT, its officers, directors, and agents harmless from any damages, claims, injuries, liabilities resulting from the exposure of ADT's employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by ADT.

H. Waivers.

1. Waiver of Jury Trial. CUSTOMER AND ADT BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT.

2. Mutual SAFETY Act Waiver. Certain of ADT's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, ADT and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from

such Act of Terrorism.

I. Miscellaneous.

- 1. **Enforceability.** If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 2. **Paragraph and Section Headings; Captions; Counterparts.** The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement.
- 3. **FARs.** ADT supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, ADT will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37.
- 4. **Export Control.** Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save harmless ADT from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by ADT as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.
- 5. **Insurance.** ADT maintains General Comprehensive Liability and Automobile Liability Insurance of, at least \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. ADT will not be required to provide a waiver of subrogation in favor of any party, nor will ADT be required to designate any party as a statutory employer for any purposes.
- 6. **ADT Brand.** Without exception, ADT-branded Signage, including yard signs, window stickers and warning signs will remain the property of ADT and may be removed by ADT at any time. Customer's right to display ADT-branded Signage is not transferable and ceases upon termination or expiration of this Agreement.
- 7. **Resale.** If ADT is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. Any software provided with the System or in connection with the Services is proprietary to ADT and/or ADT's supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between ADT and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), ADT will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per ADT specifications for access control system operation. ADT shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. ADT may assess additional charges, if ADT is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment.

K. Force Majeure. ADT ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE SYSTEM OR ANY EQUIPMENT OR FOR THE CONSEQUENCES THEREFROM, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE OR FOR THE CONSEQUENCES THEREFROM DUE TO STRIKES, RIOTS, FLOODS, TERRORISM, ACTS OF GOD, ACTS OF WAR, OR ANY CAUSES BEYOND THE CONTROL OF ADT. ADT WILL NOT BE REQUIRED TO SUPPLY SERVICE TO CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE CONTINUES. IN NO EVENT WILL ADT BE LIABLE FOR LOSS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of ADT first being obtained. ADT shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. ADT License Information: AL Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388; AK 256239, 411 W. 4th Ave., Ste. 100, Anchorage 99501; AR E0055, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plz. Dr., Little Rock 72209 (501)618-8600; AZ ROC109396-C12; ROC109402-L67; CA ACO2705; PPO12949; 707408; Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814; DC 39703010; FL EF0000950,-1123-0478,EG0000047; EF20000341; -2000413; GA LA004452,-205317,-002833,-204956,-004251,-003379,-205374, -205572, LU001160; HI 27996 IL 127-000364; MA 1533-C; MN TS00021; NV 0040091; NM 056126; NY 12000025576, Licensed by NYS Dept. of State; NC Alarm Systems Licensing Bd., 1631 Midtown Pl., Ste.104, Raleigh, 27609, (919)875-3611; 1581-CSA; OH 50-18-1052; 50-57-1034; 53-89-1329; 53-31-1582; 50-50-1019; 50-48-1032; 50-25-1050; 50-76-1025; 19352; OK 00067 OR 59944; RI AFC0126; 18004; TN ACC-216,-241,-255,-773,-173,-937,-294,-748,-511,-934; TX B00536, Texas Private Security Bureau, 5805 Lamar Blvd., Austin 78745; UT 297869-6501; VA 11-1878; 11-1879; 11-3247; 11-3635; 11-3863; Alarm Security Contracting 2701-035978A exp. 01/31; WA ECO6 ADTSES103205,11824 N Creek Pkwy. #105, Bothell, WA 98011; WV 014142. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

544



ADT COMMERCIAL SALES AGREEMENT

TOWN NO. 0023-DALLAS, TX WEST

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO. 1-JK9JUS

ADT Always There

ADDITIONAL TERMS AND CONDITIONS

DATE: 6/12/2012

ADT Security Services, Inc. ("ADT")

Abel Winsor
1600 Wallace Dr,
Carrollton, TX 75006
Tele. No. (972) 246-6022

Navarro County Court House
d/b/a:
("Customer")
Customer Billing Information
300 W. Third Ave. Suite #10
Corsicana, TX 7110
Attn: Navarro County Auditor's Office
Tele. No. (903) 654-3091

Customer Premises Served
300 W 3rd Ave, Suite #101
Corsicana, TX 75110
Attn: Frank Hull
Tele. No. (903) 654-3091

Notwithstanding anything in the Agreement to the contrary, ADT and Customer agree as follows:

Table with 2 columns: Terms and Conditions. Rows include Change Orders, Modification to Term of Agreement, A/C Power, Telephony, Electronic Media, and Annual Service Charge.

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

Presented by: [Signature]
(Signature of ADT Sales Representative)

Sales Agent: Abel Winsor
Sales Representative Registration Number (if applicable):

Accepted By: [Signature]
(Signature of Customer's Authorized Representative)
H. M. Davenport, Jr.
(Name Printed)
County Judge
Title:
Date Signed: July 23, 2012

545 (County Clerk's Off)



ADT COMMERCIAL SALES AGREEMENT

TOWN NO. 0023-DALLAS, TX WEST

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO. 1-JK4206

ADT Always There

DATE: 6/12/2012

ADT Security Services, Inc. ("ADT")

Abel Winger
1600 Wallace Dr,
Carrollton, TX 75006
Tele. No. (972) 246-6022

Navarro County Court House
d/b/a:
("Customer")
Customer Billing Information
300 W. Third Ave, Suite #10
Corsicana, TX 7110
Attn: Navarro County Auditor's Office
Tele. No. (903) 654-3091

Customer Premises Served
300 W 3rd Ave, Suite #101
Corsicana, TX 75110
Attn: Frank Hull
Tele. No. (903) 654-3091

This ADT Commercial Sales Agreement is between Customer and ADT effective as of the date signed by Customer. By entering into this Agreement, ADT and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
(b) Scope of Work / Schedule(s) of Protection
(c) Terms and Conditions
(d) Additional Terms and Conditions
(e) State Specific Forms, if applicable (e.g., local permit applications)
(f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
(g) If multiple locations, see attached schedule

II. Charges and Fees: Customer agrees to pay the Sum of \$ 0.00 ("Installation Charge") with \$ payable upon acceptance of this Agreement ("Installation Charge Deposit") plus any applicable "Fees" and sales taxes. ADT may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to ADT's Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to ADT and the Customer in writing and may be subject to additional charges and/or fees. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges in the amount of \$ 587.05 per annum (the "Annual Service Charge"), payable in advance Quarterly plus applicable state and/or local tax(es) for 1 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid ADT the Installation Charge and Fees in full, Customer grants to ADT a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on a/an Annual basis unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date. ADT shall have the right to increase Annual Service Charge(s) after one (1) year. For termination prior to the end of the initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by ADT related to changes in applicable laws and/or AHJ requirements, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees").

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and ADT relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of ADT and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon ADT, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in writing by both the Customer and ADT. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) ADT has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from ADT at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage ADT to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF AN ADT AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND ADT'S ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE

Presented by: [Signature]
(Signature of ADT Sales Representative)

Accepted By: [Signature]
(Signature of Customer's Authorized Representative)

Sales Agent: Abel Winger
Sales Representative Registration Number (if applicable):

H.M. DAVENTPORT, Jr.
(Name Printed)

Title: County Judge

Date Signed: July 23 2012



ADT COMMERCIAL SALES AGREEMENT

TOWN NO. 0023-DALLAS, TX WEST

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO. 1-JK4206

ADT Always There

STATEMENT OF WORK / SCHEDULE OF PROTECTION

IV. STATEMENT OF WORK / SCHEDULE OF PROTECTION ("SOW"): ADT agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

- A. Ownership of System and/or Equipment: ADT Owned - ADT may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of ADT to collect any charges which have been accrued or may be accrued hereunder.
B. Services to be Provided ("Services")

Alarm monitoring and Notification Services: Burglar Alarm Monitoring PROVIDED
Video Surveillance Services (attach Rider Form #####): No Service Selected
Managed Access Control Services: No Service Selected
Video Equipment: No Service Selected
Quality Service Plan(QSP)/Maintenance; Preventive Maintenance/Inspection: Maintenance Quality Service Plan PROVIDED; Inspections NOT PROVIDED
Additional Services: Transmission - Digital One Line with No Backup

C. Equipment to be Installed ("Equipment"): ADT will install, or cause to be installed, the Equipment as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by ADT at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the ADT Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

Table with 3 columns: Qty, Product Name, Location. Rows include: 1 AS NOW INSTALLED, 1 Security Alarm Panel, 1 Touchpad(s), 3 Door / Window Contacts, 5 Motion Detectors, 1 Glass Break Sensor (s), 1 Sounder, 1 Telco Jack, 1 Power Transformer, 1 Battery set.

D. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contract Notes -

TERMS AND CONDITIONS

V. Customer and ADT agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification (Alarm Monitoring) Services.

1. If an alarm signal registers at ADT's Central Monitoring Center ("CMC"), ADT will endeavor to notify the appropriate Police or Fire Department and if required by local law, the Customer's designated representative. If a burglar alarm signal or fire signal registers at ADT's CMC, ADT at its sole discretion may endeavor to contact the Customer's premises by telephone to verify that the alarm is not false. Failing to contact the Customer promptly or questioning the nature of the response received upon such contact, ADT shall endeavor to notify the appropriate Police Department or Fire Department. If a supervisory signal or trouble signal registers at ADT's CMC, ADT shall endeavor to notify promptly the designated representative of the Customer.
2. If Customer has purchased alarm monitoring service that requires Police Response, Fire Department Response, Guard Response, Medical Emergency Notification or Two Way Voice monitoring services and such an alarm is received at ADT's CMC, then ADT may, in its sole discretion, endeavor either (a) to contact Customer and/or anyone Customer has identified as having authority to act on Customer's behalf on Customer's Emergency Contact List ("ECL") by telephone or Two Way Voice communication, or (b) use video or audio feed from Customer's premises to confirm that the alarm is not false. If ADT fails to contact Customer or someone on Customer's ECL or, if ADT questions the response received upon such contact, then ADT will endeavor to notify the appropriate Police or Fire Department. If Guard Response Service is being provided, ADT will, for an alarm that requires Police response, endeavor to dispatch an ADT Representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of an attack, ADT will endeavor to notify the appropriate Police Department. Customer agrees that ADT will have no liability pertaining to the recording (or failure to record) or publication of any Two Way Voice communications, Internet, or other Video recordings or the quality of such recordings, if any.
3. If Supervisory Alarm or Trouble Alarm monitoring services are purchased (or if such services are actively programmed into the System) and such an alarm is received at ADT's CMC, ADT will endeavor to notify Customer's designated representative.
4. If Customer has identified persons on Customer's ECL authorized to act on Customer's behalf, ADT will endeavor to contact such persons before ADT endeavors to notify the Police or Fire Department.
5. The installed equipment may not operate with other companies' alarm monitoring equipment. If Customer cancels any Services, this incompatibility may prevent Customer from continuing to use the installed equipment. Customer understands that local laws, ordinances or governmental policies may restrict and/or limit ADT's ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer. Customer understands that ADT may employ any number of current or future industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings on alarm panels including those authorized under ANSI-SIA CP-01-2000; default settings for "swinger shutdown" of specific alarm zones; implementation of "partial clear time bypass" procedures at ADT's CMC; and/or other similar measures employed by ADT periodically in ADT's sole discretion. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ACTIVATION UNTIL CUSTOMER MANUALLY RESETS THE ALARM SYSTEM.
6. Customer understands that, upon receiving notification that a fire or carbon monoxide signal has been received by ADT, the Police, Fire Department or other responding authority may forcibly enter Customer's premises. ADT WILL NOT ARREST OR DETAIN ANY PERSON.
7. Alarm Verification Services. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the Police Department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment.
8. 5-Day Familiarization Period. If Customer has requested a 5-day "Familiarization Period" following completion of installation, and if needed an extension period, for Customer to become familiar with the system operation, then during this Familiarization Period Customer agrees that if any signal (including an alarm signal) of any nature registers at ADT's CMC, ADT shall not: respond to any signals, endeavor to notify the authorities, Customer, or Customer's designated representative, or undertake any other action with regard to any signal, whether or not due to an actual emergency event.
9. Direct Connection Service. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's Municipal Police, Fire Department, or other agency, and signals transmitted by the System will be monitored directly by such Municipal Police, Fire Department, or other agency personnel (collectively, "Municipal Personnel"), none of whom are agents of ADT. ADT does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals.
10. Parallel Protection Service - If Customer chooses an ADT approved cellular back-up service, alarm signals may be transmitted to ADT's CMC from Customer's premises over a cellular communications network if Customer's Traditional Telephone Service is interrupted.

A.2. Communication Facilities. (a) Authorization. ADT may make requests for information, service, or equipment in any respect on behalf of Customer to a telephone company, wireless carrier, or other entity providing communication facilities or services for transmission of signals (the "TeleCo") under this Agreement. Customer agrees that the liability of TeleCo is limited in accordance with, and TeleCo may invoke, the provisions of Section E of this Agreement. (b) Digital Communicator. If a Digital Communicator is used to connect to ADT's CMC, Customer will provide a connection through a telephone jack to a telephone service as required to operate the ADT System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the ADT alarm/control panel. ADT will provide such connection at Customer's request and expense. (c) General. ADT'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. ADT'S CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S COMMUNICATION FACILITIES OR TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ET CETERA, OR CUSTOMER'S OWN PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER PROPRIETARY TELECOMMUNICATION NETWORK, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES (HEREINAFTER REFERRED TO AS "NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES (THE BATTERY BACK-UP FOR ADT'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT ADT WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELEPHONE SERVICE'S DATA FORMAT AFTER ADT'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO ADT'S CMC. IF ADT DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, ADT WILL PERMIT CUSTOMER TO USE ITS NON-TRADITIONAL TELEPHONE SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT ADT RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO ADT'S CMC REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF ADT DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN ADT REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO ADT AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO ADT'S CMC. ADT WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES TRADITIONAL TELEPHONE SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF THE NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT ADT MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF ADT. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-TRADITIONAL TELEPHONE SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

A.3. Quality Service Plan ("QSP")/Maintenance; Testing/Inspections Service.

1. Quality Service Plan ("QSP")/Maintenance.

(a) If QSP/Maintenance Service is purchased, ADT will, upon Customer's request, provide and bear the expense of ordinary maintenance and repair of the Covered System(s) for issues arising out of normal wear and tear. The expense of all extraordinary maintenance and repair necessitated by or due to changes or alterations in the Customer's premises, alterations to the System made by Customer, or made necessary by damage to the premises or to the alarm system, or to any cause beyond the control of ADT, will be borne by the Customer. Customer will furnish, at Customer's expense, any necessary electric current and will furnish an outlet within 10 feet of the ADT Control Panel.

(b) QSP/Maintenance Service on the following devices will only be provided on a time and material basis: (1) window foil, (2) security screens, (3) any exterior mounted devices, (4) PROM (Programmable Read Only Memory), (5) batteries, and (6) "Conditions" not covered by warranty shown below.

(c) ADT's obligation to perform QSP/Maintenance Service relates solely to the Covered System(s) and ADT is in no way obligated to maintain, repair, service, replace, operate or assure the operation of any device or devices not Covered by QSP/Maintenance. ADT is not liable for any loss due to water intrusion, mold, fungi, bacteria, or wet or dry rot.

(d) If Customer does not purchase QSP/Maintenance Service before the expiration of the System Warranty, ADT will provide QSP/Maintenance Service only after inspecting the System and making any necessary repairs or replacements to bring the System in compliance with ADT's specifications and/or the standards set by any applicable laws, codes, or regulations. Customer will pay for any related labor and/or materials for such work at ADT's then applicable rates.

(e) QSP/Maintenance Services purchased will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. ADT's obligation to provide Preventative Maintenance Service is conditioned upon the continued availability of the original System component(s) from the original manufacturer.

2. Testing/Inspections Service. If such service is purchased, ADT will provide the number of inspections/tests of the Equipment as specified in this Agreement. Such Services will be performed between ADT's normal working hours of 8:00 A.M. and 4:30 P.M., Monday through Friday, except holidays, unless otherwise mutually agreed in advance by the Parties.

A.4. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.5. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.5.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.5.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.5.3. Video Escort. Intentionally left blank - Services have not been purchased.

A.5.4. Video Assist. Intentionally left blank - Services have not been purchased.

A.5.5. Video Audit. Intentionally left blank - Services have not been purchased.

A.5.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.5.7. ADT SelectView Portal. Intentionally left blank - Services have not been purchased.

A.5.8. Unattended Delivery - Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.5.9. Unattended Delivery - Live Video Monitoring of Process - Intentionally left blank - Services have not been purchased.

A.6. Managed Access Control Services. Intentionally left blank - Services have not been purchased.

A.7. ADT SelectSM DataSource Service. Intentionally left blank - Services have not been purchased.

A.8. ADT Select™ Vision / Select™ Vision with Auditing. Intentionally left blank - Services have not been purchased.

A.9. ADT Select™ Entry. Intentionally left blank - Services have not been purchased.

A.10. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and ADT will enter into a separate Rider that will be attached to and incorporated as part of this Agreement.

(a) ADT Select™ Link - Immediate Response Information System (IRIS)

(b) ADT Select Managed Access Control

(c) Electronic Article Surveillance ("EAS")

(d) Guard Response Service

(e) Radio Frequency Identification ("RFID")

(f) Training Services

(g) Watchman's Reporting Service

B. Warranty (90-Day).

1. For a "Direct Sale", any original part of the Equipment (as distinguished from the Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, in ADT's sole discretion, with a new or functionally operative part. Labor and materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. If Customer has purchased QSP/Maintenance as described in this Agreement, the foregoing Warranty Period will be extended for the time period purchased and at the additional cost shown for QSP/Maintenance in this Agreement.

2. The following "Conditions" are not covered by Warranty: (a) Damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by ADT or from parts, accessories, attachments or other devices not furnished by ADT; (b) Customer's failure to properly follow operating instructions provided by ADT; (c) Adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) Trouble due to interruption of commercial power to the phone service or use of Non-Traditional Telephone Service; (e) Battery failure; (f) Devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers; or (g) System changes requested by Customer. If Customer calls ADT for service under the Warranty and ADT's representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the System or any component, ADT may bill Customer for the service call whether or not ADT actually works on the System. If repairs are required due to one of the above "Conditions", ADT will charge Customer for such work on a time and materials basis at ADT's then applicable rates for labor and materials.

3. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING ADT'S NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. ADT WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY ADT OR NEGLIGENCE OF ADT OR OTHERWISE.

C. System Requirements, Miscellaneous: The following provisions apply to all Systems, Equipment, or Services installed or furnished by ADT under this Agreement.

1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc.

2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by ADT prior to setting the alarm system for closed periods and must notify ADT promptly if such equipment fails to respond to any such test.

3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD BY INITIALING THE APPROPRIATE LINE ON THE FIRST PAGE OF THIS AGREEMENT (EXCEPT WHERE FAMILIARIZATION IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO ADT'S CMC (AND DURING ANY APPLICABLE EXTENSIONS); ADT HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE ADT CMC FROM CUSTOMER'S PREMISES

DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD ADT HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL ADT RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT.

4. Special Equipment Requirements. If Customer requires installation or service of Equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse ADT for any applicable charges or fees.

5. Training Services. ADT provides initial training to Customer on use of the Equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at ADT's then current rate.

6. Site Preparation, Intrusion and Restoration. Customer shall be responsible for providing 110VAC power, telephone connections, network drops and any required conduit, wiremold, or other raceway unless otherwise noted herein. Customer shall also be responsible for any required IP address assignments and additional network software licensing. The installation of Equipment may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. ADT shall not be responsible for any expenses related to patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the Equipment.

7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank - no CCTV/Video Equipment has been purchased.

D. Electronic Media; Personal Information.

1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. ADT may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to ADT all personal information disclosed hereunder concerning individuals/employees/ or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) collect (including consent to record telephone conversations with ADT), use, disclose and transfer such personal information; and (c) authorizes ADT to use such personal information to administer the relationship between Customer and ADT, including the administration of this Agreement. Customer acknowledges and agrees that ADT may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability.

1. ADT is not an insurer. The amounts ADT charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment ADT provides and are unrelated to the value of Customer's property, any property of others located in Customer's premises, or any risk of loss on Customer's premises.

2. ADT's services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. ADT MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, ADT does not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not ADT. Insurance, if any, covering such risk shall be obtained by Customer. ADT shall have no liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to ADT to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from ADT arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, ADT is found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, its liability shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from ADT's failure to perform any of its obligations under this Agreement. If Customer requests, ADT may assume greater liability by attaching a Rider to this Agreement stating the extent of ADT's additional liability and the additional charges Customer will pay for ADT's assumption of such greater liability. However, such additional charges are not insurance premiums and ADT is not an insurer even if it enters into such a Rider.

4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to ADT's performance or nonperformance of its obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of ADT, its agents or employees. If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against ADT in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold ADT harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against ADT or its agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred, or the shortest duration permitted under applicable law if such period is greater than one year.

6. The provisions of this Section E shall apply to and benefit ADT and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect) and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this section e against any claims due to any failure of such department or organization.

F. Other Charges; Remedies; Termination.

1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if ADT's representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components.

2. Failure to pay amounts when due shall give ADT, in addition to any other available remedies, the right to terminate this Agreement and to charge interest at the highest legal rate on delinquent amounts. Customer agrees to pay all costs, expenses and fees of ADT's enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees.

Installation Charge(s) are based on ADT performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision.

3. In addition to any other remedies available to ADT, ADT may terminate this Agreement and discontinue any Service(s) if (a) ADT's CMC is substantially damaged by fire or catastrophe or if ADT is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, ADT's CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow ADT's recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP/Maintenance Service; (c) Customer's failure to follow the operating instructions provided by ADT results in an undue number of false alarms or System malfunction; (d) in ADT's sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) ADT is unable to obtain or continue to support technologies, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. ADT will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" shall include but not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, ADT will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold ADT, its officers, directors, and agents harmless from any damages, claims, injuries, liabilities resulting from the exposure of ADT's employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by ADT.

H. Waivers.

1. Waiver of Jury Trial. CUSTOMER AND ADT BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT.

2. Mutual SAFETY Act Waiver. Certain of ADT's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, ADT and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from

such Act of Terrorism.

I. Miscellaneous.

1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement.
3. FARs. ADT supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, ADT will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37.
4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save harmless ADT from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by ADT as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.
5. Insurance. ADT maintains General Comprehensive Liability and Automobile Liability Insurance of, at least \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. ADT will not be required to provide a waiver of subrogation in favor of any party, nor will ADT be required to designate any party as a statutory employer for any purposes.
6. ADT Brand. Without exception, ADT-branded Signage, including yard signs, window stickers and warning signs will remain the property of ADT and may be removed by ADT at any time. Customer's right to display ADT-branded Signage is not transferable and ceases upon termination or expiration of this Agreement.
7. Resale. If ADT is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. Any software provided with the System or in connection with the Services is proprietary to ADT and/or ADT's supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between ADT and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), ADT will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per ADT specifications for access control system operation. ADT shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. ADT may assess additional charges, if ADT is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment.

K. Force Majeure. ADT ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE SYSTEM OR ANY EQUIPMENT OR FOR THE CONSEQUENCES THEREFROM, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE OR FOR THE CONSEQUENCES THEREFROM DUE TO STRIKES, RIOTS, FLOODS, TERRORISM, ACTS OF GOD, ACTS OF WAR, OR ANY CAUSES BEYOND THE CONTROL OF ADT. ADT WILL NOT BE REQUIRED TO SUPPLY SERVICE TO CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE CONTINUES. IN NO EVENT WILL ADT BE LIABLE FOR LOSS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of ADT first being obtained. ADT shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. ADT License Information: AL Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388; AK 256239, 411 W. 4th Ave., Ste. 100, Anchorage 99501; AR E0055, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plz. Dr., Little Rock 72209 (501)618-8600; AZ ROC109396-C12; ROC109402-L87; CA ACO2705; PPO12949; 707408; Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814. DC 39703010; FL EF0000950,-1123-0478,EG0000047; EF20000341; -2000413; GA LA004452,-205317,-002833,-204956,-004251,-003379,-205374,-205572, LU001160; HI 27996 IL 127-000364; MA 1533-C; MN TS00021; NV 0040091; NM 056126; NY 12000025576, Licensed by NYS Dept. of State; NC Alarm Systems Licensing Bd., 1631 Midtown Pl., Ste.104, Raleigh, 27609, (919)875-3611; 1581-CSA; OH 50-18-1052; 50-57-1034; 53-89-1329; 53-31-1582; 50-50-1019; 50-48-1032; 50-25-1050; 50-76-1025; 19352; OK 00067 OR 58944; RI AFC0126; 18004; TN ACC-216,-241,-255,-773,-173,-937,-294,-748,-511,-934; TX B00536, Texas Private Security Bureau, 5805 Lamar Blvd., Austin 78745; UT 297869-6501; VA 11-1878; 11-1879; 11-3247; 11-3635; 11-3863; Alarm Security Contracting 2701-035978A exp. 01/31; WA ECO6 ADTSES103205,11824 N Creek Pkwy. #105, Bothell, WA 98011; WV 014142. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.



ADT COMMERCIAL SALES AGREEMENT

TOWN NO. 0023-DALLAS, TX WEST

CUSTOMER NO.

JOB NO.

551
PO NO.

ESTIMATE NO. 1-JK4206

ADT Always There®

ADDITIONAL TERMS AND CONDITIONS

DATE: 6/12/2012

ADT Security Services, Inc. ("ADT")

Abel Winsor
1800 Wallace Dr,
Carrollton, TX 75006
Tele. No. (972) 246-6022

Navarro County Court House
d/b/a:
("Customer")
Customer Billing Information
300 W. Third Ave, Suite #10
Corsicana, TX 7110
Attn: Navarro County Auditor's Office
Tele. No. (903) 654-3091

Customer Premises Served
300 W 3rd Ave, Suite #101
Corsicana, TX 75110
Attn: Frank Hull
Tele. No. (903) 654-3091

Notwithstanding anything in the Agreement to the contrary, ADT and Customer agree as follows:

| |
|--|
| Terms and Conditions |
| Change Orders. Any changes in the Work, Equipment, or Materials requested by the Customer after execution of this Agreement must be (1) authorized in writing by the Customer, and (2) paid for by the Customer, in full, prior to commencement of the Work. |
| A/C Power. Customer will supply the necessary 110VAC power as required by ADT. |
| Telephony. Customer is responsible for providing telephone company connectivity at control panel location. |
| Modification to Term of Agreement. Customer may cancel this Agreement at any time after one year, after giving ADT thirty days written notice. |
| Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unadulterated copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. ADT may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise. |

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

Presented by: Abel Winsor
(Signature of ADT Sales Representative)

Accepted By: H.M. Davenport, Jr.
(Signature of Customer's Authorized Representative)

Sales Agent: Abel Winsor
Sales Representative Registration Number (if applicable): _____

H. M. DAVENPORT, Jr.
(Name Printed)

Title: County Judge

Date Signed: July 23 2012



ADT Always There™

ADT COMMERCIAL SALES AGREEMENT

TOWN NO. 0023-DALLAS, TX WEST

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO. 1-JK3HNV

552 (6 AX Office)

DATE: 6/12/2012

ADT Security Services, Inc. ("ADT")

Abel Winsor
1600 Wallace Dr,
Carrollton, TX 75006
Tele. No. (972) 246-6022

Navarro County Court House
d/b/a: ("Customer")
Customer Billing Information
300 W. Third Ave, Suite #10
Corsicana, TX 7110
Attn: Navarro County Auditor's Office
Tele. No. (903) 654-3091

Customer Premises Served
300 W 3rd Ave, Suite #101
Corsicana, TX 75110
Attn: Frank Hull
Tele. No. (903) 654-3091

This ADT Commercial Sales Agreement is between Customer and ADT effective as of the date signed by Customer. By entering into this Agreement, ADT and Customer agree to the Terms and Conditions contained in this Agreement. The Equipment and/or Services, collectively the System(s) covered under this Agreement is/are listed in the attached Schedule(s) of Protection / Scope of Work ("SOW").

I. THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS AGREEMENT AND ARE INCORPORATED BY REFERENCE:

- (a) Hazardous Substance Checklist and Customer Letter
(b) Scope of Work / Schedule(s) of Protection
(c) Terms and Conditions
(d) Additional Terms and Conditions
(e) State Specific Forms, if applicable (e.g., local permit applications)
(f) Customer Installation Acceptance Form (specific to Equipment/Services purchased)
(g) If multiple locations, see attached schedule

II. Charges and Fees: Customer agrees to pay the Sum of \$ 0.00 ("Installation Charge") with \$ payable upon acceptance of this Agreement ("Installation Charge Deposit") plus any applicable "Fees" and sales taxes. ADT may invoice Customer for progress billings based upon Equipment and/or System components delivered or stored, and/or Services performed before completion of the System/Equipment installation, activation of the System, connection to the CMC, or any other Service(s). All outstanding Installation Charges and/or Fees shall be due and payable upon completion of the installation of the Equipment/System and as a precondition to activation of System and, if applicable, connection to ADT's Central Monitoring Center ("CMC") or any other Service(s). Any changes in the STATEMENT OF WORK / SCHEDULE OF PROTECTION made by the Customer after execution of this Agreement must be agreed to ADT and the Customer in writing and may be subject to additional charges and/or fees. Any equipment ordered by Customer by e-mail or telephone order shall be subject to terms and conditions of the Agreement and may be subject to shipping, handling, and/or restocking fees. For the Service(s) provided as indicated in this Agreement, Customer agrees to pay Service Charges in the amount of \$ 933.13 per annum (the "Annual Service Charge"), payable in advance Quarterly plus applicable state and/or local tax(es) for 1 year(s) (the "Initial Term") effective from the date such Service is operative under this Agreement. Until Customer has paid ADT the installation Charge and Fees in full, Customer grants to ADT a security interest in the Equipment and all proceeds thereof to secure such payment. After the Initial Term this Agreement shall automatically renew on a/an Annual basis unless terminated by either party upon written notice at least thirty (30) days prior to the anniversary date. ADT shall have the right to increase Annual Service Charge(s) after one (1) year. For termination prior to the end of the Initial Term, Customer agrees to pay, in addition to any outstanding Fees and charges for Service(s) rendered prior to termination, 90% of the Annual Service Charge(s) remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Additionally, Customer agrees to pay any assessments, taxes, fees or charges imposed by any governmental body, telephone, communication, or signal transmission company such as false alarm, permitting or connection fees, or administration fees or service charges assessed by ADT related to changes in applicable laws and/or AHJ requirements, the need to reprogram alarm controls/devices to comply with area code, signal transmission, numbering or other changes relating to the installed Equipment and/or Service(s) provided under this Agreement ("Fees").

III. ENTIRE AGREEMENT; CUSTOMER ACCEPTANCE: This Agreement, together with all of its written Amendments, Riders, Scope of Work and/or Exhibits, constitutes the entire agreement between the Customer and ADT relating to the subject matter hereof and supersedes any prior or contemporaneous oral or written agreements and understandings. The terms and conditions of this Agreement will prevail over any conflicting, inconsistent or additional terms and/or conditions contained in any purchase order, agreement, or other document issued by Customer. In signing this Agreement, Customer is not relying on any advice, advertisements, or oral representations of ADT and agrees to be bound to the terms and conditions contained in all the pages of the Agreement. Customer agrees that any representation, promise, condition, inducement or warranty, express or implied, not included in this Agreement will not be binding upon ADT, and that the terms and conditions in this Agreement apply as printed without alteration or qualification, except as specifically modified by a written agreement. Any changes in the Statement of Work or scope of the work requested by the Customer after the execution of this Agreement may result in additional cost to the Customer and any such changes/additions must be authorized in writing by both the Customer and ADT. Customer's failure to accept and sign this Agreement within ninety (90) days of the date shown above may result in price increases. Customer acknowledges that: (a) ADT has explained the full range of protection, equipment, and services available to Customer; (b) additional protection over and above that provided herein is available and may be obtained from ADT at an additional cost to the Customer; (c) Customer desires and has contracted for only the Equipment and/or Service(s) itemized in this Agreement; (d) the Equipment/Service(s) specified in this Agreement are for Customer's own use and not for the benefit of any third party; (e) Customer owns the premises in which the Equipment is being installed or has the authority to engage ADT to carry out the installation in the premises; and (f) Customer will comply with all laws, codes and regulations pertaining to the use of the Equipment/Service(s).

ATTENTION IS DIRECTED TO THE WARRANTY, LIMIT OF LIABILITY AND OTHER CONDITIONS CONTAINED IN THE SECTIONS ENTITLED "TERMS AND CONDITIONS" AND "ADDITIONAL TERMS AND CONDITIONS". THIS AGREEMENT REQUIRES FINAL APPROVAL OF AN ADT AUTHORIZED MANAGER BEFORE ANY EQUIPMENT/SERVICES MAY BE PROVIDED. IF APPROVAL IS DENIED, THIS AGREEMENT WILL BE TERMINATED AND ADT'S ONLY OBLIGATION TO CUSTOMER WILL BE TO NOTIFY CUSTOMER OF SUCH TERMINATION AND REFUND ANY AMOUNTS PAID IN ADVANCE.

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE N/A

IF A 5-DAY FAMILIARIZATION PERIOD IS REQUESTED, CUSTOMER MUST INITIAL HERE N/A

Presented by: [Signature]
(Signature of ADT Sales Representative)

Accepted By: [Signature]
(Signature of Customer's Authorized Representative)

Sales Agent: Abel Winsor
Sales Representative Registration Number (if applicable):

H.M. Davenport, Jr.
(Name Printed)

Title: County Judge

Date Signed: July 23, 2012



ADT Always There™

ADT COMMERCIAL SALES AGREEMENT

TOWN NO.
0023-DALLAS, TX
WEST

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-JK3HNV

STATEMENT OF WORK / SCHEDULE OF PROTECTION

IV. STATEMENT OF WORK / SCHEDULE OF PROTECTION ("SOW"): ADT agrees to install or cause to be installed the Equipment and furnish the Service(s), collectively, the System, on the terms and conditions set out in this Agreement.

- A. Ownership of System and/or Equipment:** ADT Owned - ADT may remove or upon written notice to the Customer, abandon in whole or in part, all devices, instruments, appliances, cabinets, and other materials associated with the system, upon termination of this agreement, without obligation to repair or redecorate any portion of the Customer's premises upon such removal, and the removal or abandonment of such materials shall not be held to constitute a waiver of the right of ADT to collect any charges which have been accrued or may be accrued hereunder.
- B. Services to be Provided ("Services")**

| | |
|--|--|
| Alarm monitoring and Notification Services: | Burglar Alarm Monitoring PROVIDED |
| Video Surveillance Services (attach Rider Form #####): | No Service Selected |
| Managed Access Control Services: | ADT Select Datasource Service PROVIDED |
| Video Equipment: | No Service Selected |
| Quality Service Plan(QSP)Maintenance; Preventive Maintenance/Inspection: | Maintenance Quality Service Plan PROVIDED;Inspections NOT PROVIDED |
| Additional Services: | Transmission - Digital One Line with No Backup |

C. Equipment to be installed ("Equipment"): ADT will install, or cause to be installed, the Equipment as set forth in this SOW in Customer's designated facility(ies). As used herein, "installation" means: (i) affixing all Equipment and materials provided by ADT at such locations within the facility(ies) as are designated by Customer; (ii) providing and pulling cables/wires required to connect the Equipment to Customer's Communications Facilities and making such connections; (iii), in the case of a Digital Communicator installation, mount Equipment and plug into RJ31X phone jack previously installed by Customer; (iv) in the case of radio installation, mount radio Equipment and program Equipment with number furnished by Customer; (v) providing and installing software/firmware required by the Equipment; (vi) performing testing as required to establish that the ADT Equipment is connected, is functioning according to its specifications, and is communicating over Customer's Communications Facilities; and (vii) providing user-level training to Customer's designated representative in the use of such Equipment.

| Qty | Product Name | Location |
|-----|------------------------|----------|
| 1 | AS NOW INSTALLED: | |
| 1 | Security Alarm Panel | |
| 1 | Touchpad(s) | |
| 10 | Door / Window Contacts | |
| 1 | Motion Detectors | |
| 1 | Glass Break Sensor (s) | |
| 1 | Sounder | |
| 1 | Telco Jack | |
| 1 | Power Transformer | |
| 1 | Battery set | |

D. Scope of Work: This Section is intended for installation use only. Any language contained in this Section that attempts to modify the Terms and Conditions of this Agreement shall be void and of no effect.

Contract Notes -

TERMS AND CONDITIONS

TERMS AND CONDITIONS

V. Customer and ADT agree as follows:

A. Services.

A.1. Central Station Signal Receiving and Notification (Alarm Monitoring) Services.

1. If an alarm signal registers at ADT's Central Monitoring Center ("CMC"), ADT will endeavor to notify the appropriate Police or Fire Department and if required by local law, the Customer's designated representative. If a burglar alarm signal or fire signal registers at ADT's CMC, ADT at its sole discretion may endeavor to contact the Customer's premises by telephone to verify that the alarm is not false. Failing to contact the Customer promptly or questioning the nature of the response received upon such contact, ADT shall endeavor to notify the appropriate Police Department or Fire Department. If a supervisory signal or trouble signal registers at ADT's CMC, ADT shall endeavor to notify promptly the designated representative of the Customer.
2. If Customer has purchased alarm monitoring service that requires Police Response, Fire Department Response, Guard Response, Medical Emergency Notification or Two Way Voice monitoring services and such an alarm is received at ADT's CMC, then ADT may, in its sole discretion, endeavor either (a) to contact Customer and/or anyone Customer has identified as having authority to act on Customer's behalf on Customer's Emergency Contact List ("ECL") by telephone or Two Way Voice communication, or (b) use video or audio feed from Customer's premises to confirm that the alarm is not false. If ADT fails to contact Customer or someone on Customer's ECL or, if ADT questions the response received upon such contact, then ADT will endeavor to notify the appropriate Police or Fire Department. If Guard Response Service is being provided, ADT will, for an alarm that requires Police response, endeavor to dispatch an ADT Representative to make an investigation of the exterior of the premises from his/her vehicle and, upon evidence of an attack, ADT will endeavor to notify the appropriate Police Department. Customer agrees that ADT will have no liability pertaining to the recording (or failure to record) or publication of any Two Way Voice communications, Internet, or other Video recordings or the quality of such recordings, if any.
3. If Supervisory Alarm or Trouble Alarm monitoring services are purchased (or if such services are actively programmed into the System) and such an alarm is received at ADT's CMC, ADT will endeavor to notify Customer's designated representative.
4. If Customer has identified persons on Customer's ECL authorized to act on Customer's behalf, ADT will endeavor to contact such persons before ADT endeavors to notify the Police or Fire Department.
5. The installed equipment may not operate with other companies' alarm monitoring equipment. If Customer cancels any Services, this incompatibility may prevent Customer from continuing to use the installed equipment. Customer understands that local laws, ordinances or governmental policies may restrict and/or limit ADT's ability to provide alarm monitoring and notification services and/or necessitate modified or additional services and expense to Customer. Customer understands that ADT may employ any number of current or future industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings on alarm panels including those authorized under ANSI-SIA CP-01-2000; default settings for "swinger shutdown" of specific alarm zones; implementation of "partial clear time bypass" procedures at ADT's CMC; and/or other similar measures employed by ADT periodically in ADT's sole discretion. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ACTIVATION UNTIL CUSTOMER MANUALLY RESETS THE ALARM SYSTEM.
6. Customer understands that, upon receiving notification that a fire or carbon monoxide signal has been received by ADT, the Police, Fire Department or other responding authority may forcibly enter Customer's premises. ADT WILL NOT ARREST OR DETAIN ANY PERSON.
7. Alarm Verification Services. Intrusion detection/burglar alarm equipment may require activation of two sensors, or a second activation of a single sensor, or activation of a continuous alarm event from a single sensor to meet the requirements of local laws, ordinances or other requirements of the Police Department. Customer is solely responsible for operating on-premises bypass or switch units to disconnect or reconnect the alarm sounding or transmitting equipment.
8. 5-Day Familiarization Period. If Customer has requested a 5-day "Familiarization Period" following completion of installation, and if needed an extension period, for Customer to become familiar with the system operation, then during this Familiarization Period Customer agrees that if any signal (including an alarm signal) of any nature registers at ADT's CMC, ADT shall not: respond to any signals, endeavor to notify the authorities, Customer, or Customer's designated representative, or undertake any other action with regard to any signal, whether or not due to an actual emergency event.
9. Direct Connection Service. If such service is available/required in Customer's location a "Direct Connection" may be made to the Customer's Municipal Police, Fire Department, or other agency, and signals transmitted by the System will be monitored directly by such Municipal Police, Fire Department, or other agency personnel (collectively, "Municipal Personnel"), none of whom are agents of ADT. ADT does not assume any responsibility or liability for the manner in which such signals are monitored or the response, if any, made by such Municipal Personnel to such signals.
10. Parallel Protection Service - If Customer chooses an ADT approved cellular back-up service, alarm signals may be transmitted to ADT's CMC from Customer's premises over a cellular communications network if Customer's Traditional Telephone Service is interrupted.

A.2. Communication Facilities. (a) Authorization. ADT may make requests for information, service, or equipment in any respect on behalf of Customer to a telephone company, wireless carrier, or other entity providing communication facilities or services for transmission of signals (the "TeleCo") under this Agreement. Customer agrees that the liability of TeleCo is limited in accordance with, and TeleCo may invoke, the provisions of Section E of this Agreement. (b) Digital Communicator. If a Digital Communicator is used to connect to ADT's CMC, Customer will provide a connection through a telephone jack to a telephone service as required to operate the ADT System, Equipment, or to provide the Service. Such connection will be electrically first before any other telephone or Customer equipment, and will be located within 10 feet of the ADT alarm/control panel. ADT will provide such connection at Customer's request and expense. (c) General. ADT'S RECEIPT OF ALARM SIGNALS, ELECTRONIC DATA, VOICE DATA OR IMAGES (COLLECTIVELY, "ALARM SIGNALS") FROM THE EQUIPMENT OR SYSTEM INSTALLED IN CUSTOMER'S PREMISES IS DEPENDENT UPON PROPER TRANSMISSION OF SUCH ALARM SIGNALS. ADT'S CMC CANNOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE SERVICE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S COMMUNICATION FACILITIES OR TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ET CETERA, OR CUSTOMER'S OWN PROPRIETARY TELECOMMUNICATION NETWORK, INTRANET OR IP-PBX, OR OTHER PROPRIETARY TELECOMMUNICATION NETWORK, OR OTHER THIRD-PARTY EQUIPMENT OR VOICE/DATA TRANSMISSION NETWORKS OR SYSTEMS OWNED, MAINTAINED OR SERVICED BY CUSTOMER OR THIRD PARTIES(HEREINAFTER REFERRED TO AS "NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO THE MONITORED PREMISES (THE BATTERY BACK-UP FOR ADT'S ALARM PANEL DOES NOT POWER CUSTOMER'S COMMUNICATION FACILITIES OR TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT ADT WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF THE ALARM SYSTEM WITH CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL INSTALLATION OF THE ALARM SYSTEM AND THAT CHANGES IN THE TELEPHONE SERVICE'S DATA FORMAT AFTER ADT'S INITIAL REVIEW OF COMPATIBILITY COULD MAKE THE TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO ADT'S CMC. IF ADT DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, ADT WILL PERMIT CUSTOMER TO USE ITS NON-TRADITIONAL TELEPHONE SERVICE AS THE PRIMARY METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT ADT RECOMMENDS THAT CUSTOMER ALSO USE AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO ADT'S CMC REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF ADT DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NON-TRADITIONAL TELEPHONE SERVICE IS, OR LATER BECOMES, NON-COMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NON-TRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN ADT REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO ADT AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO ADT'S CMC. ADT WILL NOT PROVIDE FIRE OR SMOKE ALARM MONITORING FOR CUSTOMER BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE AND CUSTOMER UNDERSTANDS THAT IT IS SOLELY RESPONSIBLE FOR ASSURING THAT IT USES TRADITIONAL TELEPHONE SERVICE FOR ANY SUCH MONITORING AND THAT IT COMPLIES WITH NATIONAL "FIRE ALARM STANDARDS AND LOCAL FIRE CODES. CUSTOMER ALSO UNDERSTANDS THAT IF CUSTOMER'S ALARM SYSTEM HAS A LINE CUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF THE NON-TRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT ADT MAY NOT BE ABLE TO DOWNLOAD SYSTEM CHANGES OR PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER ACKNOWLEDGES THAT ANY DECISION TO USE NON-TRADITIONAL TELEPHONE SERVICE AS THE METHOD FOR TRANSMITTING ALARM SIGNALS IS BASED ON CUSTOMER'S OWN INDEPENDENT BUSINESS JUDGMENT AND THAT ANY SUCH DECISION IS MADE WITHOUT ANY ASSISTANCE, INVOLVEMENT, INPUT, RECOMMENDATION, OR ENDORSEMENT ON THE PART OF ADT. CUSTOMER ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR ESTABLISHING AND MAINTAINING ACCESS TO AND USE OF THE NON-TRADITIONAL TELEPHONE SERVICE FOR CONNECTION TO THE ALARM MONITORING EQUIPMENT. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM SYSTEM MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE

A.3. Quality Service Plan ("QSP")/Maintenance; Testing/Inspections Service.

1. Quality Service Plan ("QSP")/Maintenance.

- (a) If QSP/Maintenance Service is purchased, ADT will, upon Customer's request, provide and bear the expense of ordinary maintenance and repair of the Covered System(s) for issues arising out of normal wear and tear. The expense of all extraordinary maintenance and repair necessitated by or due to changes or alterations in the Customer's premises, alterations to the System made by Customer, or made necessary by damage to the premises or to the alarm system, or to any cause beyond the control of ADT, will be borne by the Customer. Customer will furnish, at Customer's expense, any necessary electric current and will furnish an outlet within 10 feet of the ADT Control Panel.
- (b) QSP/Maintenance Service on the following devices will only be provided on a time and material basis: (1) window foil, (2) security screens, (3) any exterior mounted devices, (4) PROM (Programmable Read Only Memory), (5) batteries, and (6) "Conditions" not covered by warranty shown below.
- (c) ADT's obligation to perform QSP/Maintenance Service relates solely to the Covered System(s) and ADT is in no way obligated to maintain, repair, service, replace, operate or assure the operation of any device or devices not Covered by QSP/Maintenance. ADT is not liable for any loss due to water intrusion, mold, fungi, bacteria, or wet or dry rot.
- (d) If Customer does not purchase QSP/Maintenance Service before the expiration of the System Warranty, ADT will provide QSP/Maintenance Service only after inspecting the System and making any necessary repairs or replacements to bring the System in compliance with ADT's specifications and/or the standards set by any applicable laws, codes, or regulations. Customer will pay for any related labor and/or materials for such work at ADT's then applicable rates.
- (e) QSP/Maintenance Services purchased will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. ADT's obligation to provide Preventative Maintenance Service is conditioned upon the continued availability of the original System component(s) from the original manufacturer.
2. Testing/Inspections Service. If such service is purchased, ADT will provide the number of inspections/tests of the Equipment as specified in this Agreement. Such Services will be performed between ADT's normal working hours of 8:00 A.M. and 4:30 P.M., Monday through Friday, except holidays, unless otherwise mutually agreed in advance by the Parties.

A.4. Investigator Response Service. Intentionally left blank - Services have not been purchased.

A.5. Select View Managed Video Services/Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.5.1. Video/Audio Alarm Verification Service/Video Verification. Intentionally left blank - Services have not been purchased.

A.5.2. Video Guard Tour. Intentionally left blank - Services have not been purchased.

A.5.3. Video Escort. Intentionally left blank - Services have not been purchased.

A.5.4. Video Assist. Intentionally left blank - Services have not been purchased.

A.5.5. Video Audit. Intentionally left blank - Services have not been purchased.

A.5.6. Outdoor Interactive Video Monitoring Services. Intentionally left blank - Services have not been purchased.

A.5.7. ADT SelectView Portal. Intentionally left blank - Services have not been purchased.

A.5.8. Unattended Delivery - Alarm Based Video Monitoring. Intentionally left blank - Services have not been purchased.

A.5.9. Unattended Delivery - Live Video Monitoring of Process. Intentionally left blank - Services have not been purchased.

A.6. Managed Access Control Services. Intentionally left blank - Services have not been purchased.

A.7. ADT SelectSM DataSource Service. Customer may access ADT's Internet-based report generation service enabling real-time access to account data and system activity reports such as late-to-close, early-to-close, late-to-open and early-to-open reports. For an additional charge, ADT can mail printed reports to Customer according to the schedule and at the rates shown on page one of this Agreement. To use this service, Customer must have Internet and email access and must agree to the website terms of use on http://www.adt.com/wps/portal/adt/medium_large_business/products_services/adtselect

A.8. ADT Select™ Vision / Select™ Vision with Auditing. Intentionally left blank - Services have not been purchased.

A.9. ADT Select™ Entry. Intentionally left blank - Services have not been purchased.

A.10. Additional Services. If any other services, including but not limited to the following, are being furnished under this Agreement, Customer and ADT will enter into a separate Rider that will be attached to and incorporated as part of this Agreement.

- (a) ADT Select™ Link - Immediate Response Information System (IRIS)
- (b) ADT Select Managed Access Control
- (c) Electronic Article Surveillance ("EAS")
- (d) Guard Response Service
- (e) Radio Frequency Identification ("RFID")
- (f) Training Services
- (g) Watchman's Reporting Service

B. Warranty (90-Day).

1. For a "Direct Sale", any original part of the Equipment (as distinguished from the Software) installed under this Agreement, including the wiring, which proves to be defective in material or workmanship within ninety (90) days of the date of completion of the installation ("Warranty Period"), will be repaired or replaced, in ADT's sole discretion, with a new or functionally operative part. Labor and materials required to repair or replace such defective components will be furnished at no charge during the Warranty Period. Warranty Services will be furnished between 8:00 A.M. and 4:30 P.M. Monday through Friday, except holidays. If Customer has purchased QSP/Maintenance as described in this Agreement, the foregoing Warranty Period will be extended for the time period purchased and at the additional cost shown for QSP/Maintenance in this Agreement.

2. The following "Conditions" are not covered by Warranty: (a) Damage or extra service time needed resulting from accidents, acts of God, lightning, strikes, riots, floods, terrorism, acts of War, alteration, misuse, tampering or abuse, adjustments, repairs or maintenance not done by ADT or from parts, accessories, attachments or other devices not furnished by ADT; (b) Customer's failure to properly follow operating instructions provided by ADT; (c) Adjustments necessitated by misalignment of video cameras, improper adjustment of monitor brightness and contrast tuning dials or insufficient light on the area viewed by the camera(s); (d) Trouble due to interruption of commercial power to the phone service or use of Non-Traditional Telephone Service; (e) Battery failure; (f) Devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers; or (g) System changes requested by Customer. If Customer calls ADT for service under the Warranty and ADT's representative finds that one of the "Conditions" has led to the inoperability or apparent inoperability of the System or any component, ADT may bill Customer for the service call whether or not ADT actually works on the System. If repairs are required due to one of the above "Conditions", ADT will charge Customer for such work on a time and materials basis at ADT's then applicable rates for labor and materials.

3. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING ADT'S NEGLIGENCE, IS REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. ADT WILL IN NO EVENT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY OR DAMAGES TO PROPERTY, HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY ADT OR NEGLIGENCE OF ADT OR OTHERWISE.

C. System Requirements, Miscellaneous: The following provisions apply to all Systems, Equipment, or Services installed or furnished by ADT under this Agreement.

1. Vaults. Customer must ensure that any Customer vault protected by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc.
2. System Testing. Customer must test all detection devices or other electronic equipment according to procedures prescribed by ADT prior to setting the alarm system for closed periods and must notify ADT promptly if such equipment fails to respond to any such test.
3. Familiarization Period. UNLESS CUSTOMER HAS REJECTED THE FAMILIARIZATION PERIOD BY INITIALING THE APPROPRIATE LINE ON THE FIRST PAGE OF THIS

AGREEMENT (EXCEPT WHERE FAMILIARIZATION IS REQUIRED BY LAW), CUSTOMER AGREES THAT: (a) DURING A FIVE (5) DAY FAMILIARIZATION PERIOD, OR SUCH PERIOD AS IS REQUIRED BY LAW; AND (b) FOLLOWING COMPLETION OF THE INSTALLATION AND THE COMMUNICATIONS CONNECTION TO ADT'S CMC (AND DURING ANY APPLICABLE EXTENSIONS); ADT HAS NO OBLIGATION TO, AND WILL NOT, RESPOND TO ANY ALARM SIGNAL RECEIVED AT THE ADT CMC FROM CUSTOMER'S PREMISES DURING SUCH FAMILIARIZATION PERIOD. CUSTOMER ALSO AGREES THAT DURING SUCH PERIOD ADT HAS NO OBLIGATION TO, AND WILL NOT, NOTIFY ANY AUTHORITIES, CUSTOMER, OR A PERSON ON CUSTOMER'S EMERGENCY CONTACT LIST, OR TAKE ANY OTHER ACTION WITH REGARD TO ANY ALARM SIGNAL ADT RECEIVES, EVEN IF DUE TO AN ACTUAL EMERGENCY EVENT.

4. Special Equipment Requirements. If Customer requires installation or service of Equipment in areas inaccessible without the use of lifts or cranes, or if non-standard conditions at the Customer site require special equipment for installation or service, Customer will provide such equipment, or will reimburse ADT for any applicable charges or fees.

5. Training Services. ADT provides initial training to Customer on use of the Equipment installed at the time of installation. Thereafter, Customer may purchase additional training in one-hour increments at ADT's then current rate.

6. Site Preparation, Intrusion and Restoration. Customer shall be responsible for providing 110VAC power, telephone connections, network drops and any required conduit, wiremold, or other raceway unless otherwise noted herein. Customer shall also be responsible for any required IP address assignments and additional network software licensing. The installation of Equipment may necessarily require cutting, bolting or fastening into Customer's floors, walls and/or ceilings. ADT shall not be responsible for any expenses related to patching, floor or wall finishing, or paint, tile, carpet or wallpaper matching, restoration or replacement resulting from installation or service of the Equipment.

7. Closed Circuit Television ("CCTV")/Video Equipment. Intentionally left blank - no CCTV/Video Equipment has been purchased.

D. Electronic Media; Personal Information.

1. Electronic Media. Either party may scan, fax, email, image, or otherwise convert this Agreement into an electronic format of any type or form, now known or developed in the future. Any unaltered or unaltered copy of this Agreement produced from such an electronic format will be legally binding upon the parties and equivalent to the original for all purposes, including litigation. ADT may rely upon Customer's assent to the terms and conditions of this Agreement, if Customer has signed this Agreement or demonstrated its intent to be bound whether by electronic signature or otherwise.

2. Personal Information. Customer represents and warrants that Customer has obtained all consents and has the right to (a) disclose to ADT all personal information disclosed hereunder concerning individuals/employees/ or other third parties including all information contained in Customer's Emergency Call List ("ECL"); (b) collect (including consent to record telephone conversations with ADT), use, disclose and transfer such personal information; and (c) authorize ADT to use such personal information to administer the relationship between Customer and ADT, including the administration of this Agreement. Customer acknowledges and agrees that ADT may share all such information with its parents, subsidiaries, affiliates and its/their successor corporations or any subcontractor or assignee, within and outside the country in which the Customer is located and thereby subject such information to the laws of such countries.

E. Limitation of Liability.

1. ADT is not an insurer. The amounts ADT charges Customer are not insurance premiums. Such charges are based upon the value of the Services, System and Equipment ADT provides and are unrelated to the value of Customer's property, any property of others located in Customer's premises, or any risk of loss on Customer's premises.

2. ADT's services, systems and equipment do not cause and cannot eliminate occurrences of the events they are intended to detect or avert. ADT MAKES NO GUARANTY OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICES, SYSTEM OR EQUIPMENT SUPPLIED WILL DETECT OR AVERT SUCH EVENTS OR THE CONSEQUENCES THEREFROM. Accordingly, ADT does not undertake any risk that Customer's person or property, or the person or property of others, may be subject to injury or loss if such an event occurs. The allocation of such risk remains with Customer, not ADT. Insurance, if any, covering such risk shall be obtained by Customer. ADT shall have no liability for loss, damage or injury due directly or indirectly to events, or the consequences therefrom, which the System or Services are intended to detect or avert. Customer shall look exclusively to its insurer and not to ADT to pay Customer in the event of any such loss, damage or injury. Customer releases and waives for itself and its insurer all subrogation and other rights to recover from ADT arising as a result of paying any claim for loss, damage or injury of Customer or another person.

3. If notwithstanding the provisions of this Section E, ADT is found liable for loss, damage or injury under any legal theory due to a failure of the Services, System or Equipment in any respect, its liability shall be limited to a sum equal to 10% of the Annual Service Charge or \$1,000, whichever is greater, as agreed upon damages and not as a penalty, as Customer's sole remedy. This will be the sole remedy because it is impractical and extremely difficult to determine the actual damages, if any, which may result from ADT's failure to perform any of its obligations under this Agreement. If Customer requests, ADT may assume greater liability by attaching a Rider to this Agreement stating the extent of ADT's additional liability and the additional charges Customer will pay for ADT's assumption of such greater liability. However, such additional charges are not insurance premiums and ADT is not an insurer even if it enters into such a Rider.

4. The provisions of this Section E shall apply no matter how the loss, damage or injury or other consequence occurs, even if due to ADT's performance or nonperformance of its obligations under this Agreement or from negligence, active or otherwise, strict liability, violation of any applicable consumer protection law or any other alleged fault on the part of ADT, its agents or employees. If any other person, including Customer's subrogating insurer, makes any claim or files any lawsuit against ADT in any way relating to the Services, System or Equipment that are the subjects of this Agreement, then Customer shall indemnify and hold ADT harmless from any and all such claims and lawsuits including the payment of all damages, expenses, costs and attorneys' fees.

5. No suit or action shall be brought against ADT or its agents, employees, subsidiaries, affiliates or parents (both direct and indirect) more than one year after the incident that resulted in the loss, injury or damage occurred, or the shortest duration permitted under applicable law if such period is greater than one year.

6. The provisions of this Section E shall apply to and benefit ADT and its agents, employees, contractors, subsidiaries, affiliates, parents (both direct and indirect) and affinity marketers. If this Agreement provides for a direct connection to a municipal police or fire department or other organization, then that department or other organization may also invoke the provisions of this section e against any claims due to any failure of such department or organization.

F. Other Charges; Remedies; Termination.

1. There may be a service charge to Customer for cancelled installation/service appointments if Customer cancels less than 24-hours prior to dispatch, or if ADT's representative is sent to the Customer's premises in response to a service call for false alarm or System malfunction caused by Customer's operation contrary to instructions, failure to close or properly secure a window, door or other protected point, or improper adjustment of monitors or accessory components.

2. Failure to pay amounts when due shall give ADT, in addition to any other available remedies, the right to terminate this Agreement and to charge interest at the highest legal rate on delinquent amounts. Customer agrees to pay all costs, expenses and fees of ADT's enforcement of this Agreement, including collection expenses, court costs, and attorneys' fees. Installation Charge(s) are based on ADT performing the installation with its own personnel. If for any reason installation must be performed by outside contractors, Installation Charge(s) may be subject to revision.

3. In addition to any other remedies available to ADT, ADT may terminate this Agreement and discontinue any Service(s) if (a) ADT's CMC is substantially damaged by fire or catastrophe or if ADT is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, ADT's CMC or the Municipal Fire or Police Department or other first responder; (b) Customer fails to follow ADT's recommendations for the repair or replacement of defective parts of the System not covered under the Warranty or QSP/Maintenance Service; (c) Customer's failure to follow the operating instructions provided by ADT results in an undue number of false alarms or System malfunction; (d) in ADT's sole opinion, the premises in which the System is installed are unsafe, unsuitable, or so modified or altered after installation as to render continuation of Service(s) impractical or impossible; (e) ADT is unable to obtain or continue to support technologies, Communication Facilities, Equipment or component parts thereof that are discontinued, become obsolete or are otherwise not commercially available; or (f) Customer fails to make payments when due or otherwise breaches this Agreement. ADT will not be liable for any damages or subject to any penalty as a result of any such termination.

G. Hazardous Materials. For all projects except those involving new construction, Customer represents and warrants that to the best of Customer's knowledge the work site is free of any hazardous materials. The term "hazardous materials" shall include but not be limited to asbestos, asbestos-containing material, polychlorinated biphenyl ("PCB"), formaldehyde or other potentially toxic or otherwise hazardous material. If any such substance is discovered on the work site, ADT will not be required to install or service the Equipment at such site unless and until Customer certifies the removal or safe containment of such hazardous materials. Customer shall indemnify, defend, and hold ADT, its officers, directors, and agents harmless from any damages, claims, injuries, liabilities resulting from the exposure of ADT's employees, contractors, or subcontractors to hazardous materials at the work site; provided, however, that the foregoing provision will not apply when it has been determined that such hazardous materials were brought to the work site by ADT.

H. Waivers.

1. Waiver of Jury Trial. CUSTOMER AND ADT BOTH AGREE TO WAIVE THEIR RIGHT TO A JURY TRIAL IN ANY LEGAL PROCEEDING ARISING OUT OF OR IN ANY MANNER CONNECTED WITH OR RELATED TO THIS AGREEMENT.

2. Mutual SAFETY Act Waiver. Certain of ADT's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support

Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, ADT and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

I. Miscellaneous.

- 1. Enforceability. If any of the provisions of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 2. Paragraph and Section Headings; Captions; Counterparts. The headings and captions contained in this Agreement are inserted for convenience or reference only, and are not to be deemed part of or to be used in construing this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement.
- 3. FARs. ADT supplies "commercial items" within the meaning of the Federal Acquisition Regulation (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. government contract or funded directly or indirectly with Federal funds, ADT will comply only with the following mandatory flow-downs for commercial item subcontracts pertaining to Utilization of Small Business Concerns, Equal Opportunity, Affirmative Action, and Veterans Employment: 52.219-8; 52.222-26; 52.222-35; 52.222-36; and 52.222-37.
- 4. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement; (ii) technical data; (iii) software; (iv) information; or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions, including the Export Administration Act and Regulations and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify and save harmless ADT from and against all third party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by ADT as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.
- 5. Insurance. ADT maintains General Comprehensive Liability and Automobile Liability Insurance of, at least \$1,000,000 per incident - \$2,000,000 in the aggregate and Worker's Compensation coverage as required by law. ADT will not be required to provide a waiver of subrogation in favor of any party, nor will ADT be required to designate any party as a statutory employer for any purposes.
- 6. ADT Brand. Without exception, ADT-branded Signage, including yard signs, window stickers and warning signs will remain the property of ADT and may be removed by ADT at any time. Customer's right to display ADT-branded Signage is not transferable and ceases upon termination or expiration of this Agreement.
- 7. Resale. If ADT is connecting to a previously installed existing system, to the extent the previously installed existing system is Customer's property, it shall remain Customer's property.

J. System Software; Network Connections. Any software provided with the System or in connection with the Services is proprietary to ADT and/or ADT's supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated System with which it was furnished. A separate Software License Agreement or End User License Agreement between ADT and Customer and/or the software publisher may be required to use the software and/or obtain updates/upgrades. If the installed Equipment is to be connected to Customer's computer network ("Network"), ADT will furnish and install the software needed to run the Equipment and will connect the Equipment to the Network according to the Network settings supplied by Customer. Installation shall not include modifications to the Network, security, or firewall settings. Customer will supply a TCP/IP Ethernet network address and central processing unit per ADT specifications for access control system operation. ADT shall not be responsible for the setup, operation, or maintenance of the Network or Network performance or compatibility issues. ADT may assess additional charges, if ADT is unable to connect to the Network or if any additional Equipment is required to facilitate connectivity between the Network and the Equipment.

K. Force Majeure. ADT ASSUMES NO LIABILITY FOR DELAYS IN INSTALLATION OF THE SYSTEM OR ANY EQUIPMENT OR FOR THE CONSEQUENCES THEREFROM, HOWEVER CAUSED, OR FOR INTERRUPTIONS OF SERVICE OR FOR THE CONSEQUENCES THEREFROM DUE TO STRIKES, RIOTS, FLOODS, TERRORISM, ACTS OF GOD, ACTS OF WAR, OR ANY CAUSES BEYOND THE CONTROL OF ADT. ADT WILL NOT BE REQUIRED TO SUPPLY SERVICE TO CUSTOMER WHILE INTERRUPTION OF SERVICE DUE TO ANY SUCH CAUSE CONTINUES. IN NO EVENT WILL ADT BE LIABLE FOR LOSS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

L. Assignment. This Agreement is not assignable by the Customer except upon written consent of ADT first being obtained. ADT shall have the right to assign this Agreement or to subcontract any of its obligations under this Agreement without notice to Customer.

M. ADT License Information: AL Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388; AK 256239, 411 W. 4th Ave., Ste. 100, Anchorage 99501; AR E0055, Regulated by Arkansas Bd. of Private Investigators & Private Security Agencies, #1 State Police Plz. Dr., Little Rock 72209 (501)618-8600; AZ ROC109396-C12; ROC109402-L67; CA ACO2705; PPO12949; 707408; Alarm company operators are licensed and regulated by the Bureau of Security & Investigative Services, Dept. of Consumer Affairs, Sacramento, CA 95814.DC 39703010; FL EF0000950,-1123-0478,EG0000047; EF20000341; -2000413; GA LA004452,-205317,-002833,-204956,-004251,-003379,-205374, -205572, LU001160; HI 27996 IL 127-000364; MA 1533-C; MN TS00021; NV 0040091; NM 056126; NY 12000025576, Licensed by NYS Dept. of State; NC Alarm Systems Licensing Bd., 1631 Midtown Pl., Ste.104, Raleigh, 27609, (919)875-3611; 1581-CSA; OH 50-18-1052; 50-57-1034; 53-89-1329; 53-31-1582; 50-50-1019; 50-48-1032; 50-25-1050; 50-76-1025; 19352; OK 00067 OR 59944; RI AFC0126; 18004; TN ACC-216,-241,-255,-773,-173,-937,-294,-748,-511,-934; TX B00536, Texas Private Security Bureau, 5805 Lamar Blvd., Austin 78745; UT 297869-8501; VA 11-1878; 11-1879; 11-3247; 11-3635; 11-3863; Alarm Security Contracting 2701-035978A exp. 01/31; WA ECO6 ADTSESI03205,11824 N Creek Pkwy. #105, Bothell, WA 98011; WV 014142. California Customers Only: Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act.

558



ADT Always There

ADT COMMERCIAL SALES AGREEMENT

TOWN NO. 0023-DALLAS, TX WEST

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO. 1-JK3HNV

ADDITIONAL TERMS AND CONDITIONS

DATE: 6/12/2012

ADT Security Services, Inc. ("ADT")

Abel Winsor
1600 Wallace Dr,
Carrollton, TX 75006
Tele. No. (972) 246-6022

Navarro County Court House
d/b/a:
("Customer")
Customer Billing Information
300 W. Third Ave, Suite #10
Corsicana, TX 7110
Attn: Navarro County Auditor's Office
Tele. No. (903) 654-3091

Customer Premises Serviced
300 W 3rd Ave, Suite #101
Corsicana, TX 75110
Attn: Frank Hull
Tele. No. (903) 654-3091

Notwithstanding anything in the Agreement to the contrary, ADT and Customer agree as follows:

Table with 1 column and 6 rows containing terms and conditions: Terms and Conditions, Change Orders, A/C Power, Telephony, Modification to Term of Agreement, Electronic Media.

All other terms and conditions of the Agreement, except those expressly modified herein, shall remain in full force and effect.

Presented by: [Signature]
(Signature of ADT Sales Representative)

Sales Agent: Abel Winsor
Sales Representative Registration Number (if applicable):

Accepted By: [Signature]
(Signature of Customer's Authorized Representative)
H.M. Davenport, Jr.
(Name Printed)
Title: County Judge
Date Signed: July 23 2012

July 12, 2012

Navarro County Detention Center
Attn: Capt. Tommy Nichols
300 West 2nd Avenue
Corsicana, TX 75110

Reference: Agreement for Dental Services - Renewal

Dear Capt. Nichols:


In reviewing our records, we notice that the Agreement for Dental Services between Dentrust Dental Texas, P.C. and the County of Navarro has expired. Subsequently, enclosed are two (2) copies of the contract renewal for appropriate signature. The terms and conditions of the Agreement remain unchanged. We are also pleased to extend your existing fees through the renewal term.

Please have both copies signed and returned to me as quickly as possible. A fully executed copy will be sent to you for your records.

We thank you and your staff for your continued support.

Should you have any questions, do not hesitate to contact me.

Regards,



Faye Metroka
Marketing Administrator

Encl: Agreement (2)

AGREEMENT FOR DENTAL SERVICES

AGREEMENT BY AND BETWEEN:

The COUNTY OF NAVARRO with offices at the Navarro County Justice Center at 300 W. 2nd Avenue, Corsicana, Texas 75110

Hereinafter referred to as the "COUNTY",

AND:

DENTRUST DENTAL TEXAS, P.C., a corporation of the State of Texas, with offices located at 975 Easton Road, Suite 101, Warrington, Pennsylvania 18976

Hereinafter referred to as "DENTRUST".

WHEREAS, the COUNTY desires to provide dental care for inmates and detainees at the Navarro County Correctional Facility (hereinafter "the Jail"); and

WHEREAS, Dentists provided by DENTRUST are duly licensed dentists in the State of Texas, desires to conduct part of its practice of dentistry at the Jail;

WHEREAS, the provisions of the Health Insurance Portability and Accountability Act (HIPAA) as set forth hereto in Appendix "A", HIPAA Business Associate Agreement, is hereby made part of this Agreement and incorporated by reference;

IT IS MUTUALLY AGREED by and between the above-referenced parties hereto, for one dollar (\$1.00) and for other goods and valuable consideration, as follows;

1. DENTRUST agrees to conduct an independent practice of dentistry at the Jail. The COUNTY in turn, agrees to provide DENTRUST with the required space and sufficient time to conduct its dental practice. The COUNTY will neither contract with nor allow any other provider to perform routine or non-emergent dental services on inmates or detainees housed at the Navarro County Correctional Facility while the COUNTY is under contract with DENTRUST. The

COUNTY will allow DENTRUST access to the Jail one day every month and any other time when DENTRUST's services are required as scheduled by either the Jail or DENTRUST.

2. DENTRUST agrees that it shall give priority scheduling to inmates in need of emergency dental treatment; inmates who have medical problems, such as allergies, diabetes, heart conditions and/or blood diseases; and inmates who do not have sufficient teeth to masticate the food provided by the Jail.

3. DENTRUST agrees to perform necessary dental services upon any and all County, State and Federal prisoners presently detained at the Jail. In the course of performing said dental services for County, State and Federal prisoners, DENTRUST agrees to adhere to any and all applicable State and Federal regulations governing dental services for prisoners and detainees.

4. DENTRUST agrees that it is responsible for furnishing, at its own expense, all additional necessary equipment and supplies and its own paid personnel, as determined by DENTRUST, for the proper and safe operation of its clinic at the Jail.

5. In addition to emergency treatment DENTRUST shall only perform the treatment necessary to control and prevent pain, infection, decay or other abnormalities of the hard and soft tissue within, and immediately adjacent to the oral cavity of any inmate or detainee presently being housed at the Jail. DENTRUST shall not perform any cosmetic or other dental services other than the aforementioned, without first obtaining authorization from the Jail Administrator.

6. The COUNTY agrees to pay the fees in Appendix "B" for all treatment performed on inmates and detainees housed in the Jail, and that a fee of fifty-five dollars (\$55.00) will be billed to the COUNTY for travel expenses incurred by DENTRUST for each day it operates the clinic at the Jail. This fee will also apply to any emergency calls to which DENTRUST may respond.

7. The COUNTY agrees that it is responsible for disposing of all bio-hazardous waste products created as a result of the operation of the dental clinic at the Jail.

8. The COUNTY agrees to make the medical records available to DENTRUST, in advance of any dental treatment, of any patient expected to be examined or treated by a Dentist provided by DENTRUST. DENTRUST agrees to treat all patients with proper infection control procedures including barrier protection, chemical disinfectants, sterilization, and, where possible, disposable equipment.

9. The COUNTY agrees that when a Dentist provided by DENTRUST is in the presence of inmates or other detainees under the jurisdiction of the Jail at least one corrections officer will be immediately present. At no time will the COUNTY leave any Dentist alone with an inmate or other detainee under the jurisdiction of the Jail regardless of how rehabilitated or trustworthy that inmate or detainee may appear.

10. DENTRUST agrees to maintain the appropriate amounts of Dental malpractice insurance necessary for it to satisfy its obligations under this Agreement. Moreover, this Agreement will not be effective unless and until DENTRUST demonstrates that it possesses said malpractice coverage.

11. The COUNTY agrees that during the terms of this Agreement and for a period of two (2) years after its termination, the COUNTY will not engage, directly or indirectly, any employee or dentist-employee of DENTRUST in connection with the provision of dental services.

12. The terms of this Agreement shall be for three (3) years effective June 1, 2012 and may be renewed by mutual consent of both parties, for additional one (1) year terms.

13. It is understood and agreed that either party retains the right to revoke this Agreement at any time, and for reasonable cause, upon ninety (90) days written notice.

14. All notices, approvals, consents and other instruments required or permitted to be given under this Agreement shall be in writing.

15. This Agreement may not be changed, modified or discharged, except in writing, and signed by both parties.

16. This Agreement constitutes the entire understanding between DENTRUST and the COUNTY. There are no understandings, representations, or agreements, either oral or written, other than those set forth herein.

17. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance herewith and such provisions shall remain in full force and effect.

18. In the event any provision of this Agreement is held invalid and illegal, or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable. In the event that any provision of this Agreement is held to be unenforceable as written, but enforceable if modified, then such provision shall be deemed to be modified to such extent as shall be necessary for such provision to be enforceable, and it shall be enforced to that extent.

19. This Agreement shall be construed and interpreted according to the laws of the State of Texas.

20. The undersigned represent that they have been authorized by each of the above-referenced parties to execute this Agreement.

IN WITNESS WHEREOF, the officers of the respective parties have signed and sealed this Agreement this 23 day of July, 2012.



Sherry Dowd

COUNTY OF NAVARRO

By: [Signature]
Name:
Title: County Judge

ATTEST

DENTRUST DENTAL TEXAS, P.C.

[Signature]

By: [Signature]
Lawrence B. Caplin, DMD, CCHP
CEO

APPENDIX "A"

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Appendix "A" is made part of the Services Agreement (as defined below) by and between DENTRUST DENTAL TEXAS, P.C. ("Covered Entity") and the COUNTY OF NAVARRO ("Business Associate").

WHEREAS, Covered Entity and Business Associate are parties to the Service Agreement pursuant to which Business Associate provides certain services to Covered Entity. In connection with Business Associate's services, Business Associate creates or receives Protected Health Information from or on behalf of Covered Entity, which information is subject to protection under the Federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA") and related regulations promulgated by the Secretary ("HIPAA Regulations").

WHEREAS, in light of the foregoing and the requirements of the HIPAA Regulations, Business Associate and Covered Entity agree to be bound by the following terms and conditions:

1. Definitions.

- a. General. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.
- b. Specific.
 - i. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
 - ii. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
 - iii. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
 - iv. Required By Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

- v. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- vi. Services Agreement. "Services Agreement" shall mean any present or future agreements, either written or oral, between Covered Entity and Business Associate under which Business Associate provides services to Covered Entity which involve the use or disclosure of Protected Health Information.

2. **Obligations and Activities of Business Associate.**

- a. Use and Disclosure. Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by the Services Agreement or as Required by Law.
- b. Appropriate Safeguards. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Services Agreement. Without limiting the generality of the foregoing, Business Associate agrees to protect the integrity and confidentiality of any Protected Health Information it electronically exchanges with Covered Entity.
- c. Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- d. Reporting. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by the Services Agreement of which it becomes aware.
- e. Agents. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Access to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

- g. Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.
 - h. Access to Books and Records. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a time and manner designated by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
 - i. Accountings. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
 - j. Requests for Accountings. Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by the Covered Entity, information collected in accordance with Section 2.i. of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
3. **Permitted Uses and Disclosures by Business Associate.** Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
4. **Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.
5. **Term and Termination.**
- a. Term. This Agreement shall be effective as of the date of the Services Agreement, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity,

or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

i. In its sole discretion, provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, Covered Entity shall terminate: (A) this Agreement;

(B) all of the provisions of the Services Agreement that involve the use or disclosure of Protected Health Information; and (C) such other provisions, if any, of the Services Agreement as Covered Entity designates in its sole discretion;

ii. Immediately terminate: (A) this Agreement; (B) all of the provisions of the Services Agreement that involve the use or disclosure of Protected Health Information; and (C) such other provisions, if any, of the Services Agreement as Covered Entity designates in its sole discretion if Business Associate has breached a material term of this Agreement; or

iii. If termination is not feasible, Covered Entity shall report the violation to the Secretary.

c. Effect of Termination.

i. Except as provided in paragraph ii. of this Section 5.c., upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

ii. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that

make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. If Covered Entity makes a reasonable determination that returning or destroying the Protected Health Information is feasible, Business Associate shall return or destroy the Protected Health Information in the time and manner designated by Covered Entity.

6. **Miscellaneous.**

- a. **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend the Services Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and HIPAA.
- c. **Survival.** The respective rights and obligations of Business Associate under Section 5.c. of this Agreement shall survive the termination of the Services Agreement.
- d. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.
- e. **Miscellaneous.** The terms of this Agreement are hereby incorporated into the Services Agreement. Except as otherwise set forth in Section 6.d. of this Agreement, in the event of a conflict between the terms of this Agreement and the terms of the Services Agreement, the terms of this Agreement shall prevail. The terms of the Services Agreement which are not modified by this Agreement shall remain in full force and effect in accordance with the terms thereof. The Services Agreement together with this Business Associate Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein.



975 EASTON ROAD, SUITE 101, WARRINGTON, PENNSYLVANIA, 18976 TEL(267)927-5000 FAX (267)927-5007

FEE SCHEDULE- Effective January 1, 2006

TYPE 1 SERVICES

Diagnostic

| | | |
|------|-----------------------------|-------|
| 0110 | Initial Examination | 30.00 |
| 0120 | Periodic Examination | 30.00 |
| 0140 | Problem Focused Examination | 35.00 |
| 0210 | Full Mouth Series | 85.00 |
| 0220 | Periapical-First Film | 15.00 |
| 0230 | Periapical-Additional Film | 10.00 |
| 0240 | Occlusal X-ray | 30.00 |
| 0270 | Bitewing-Single | 15.00 |
| 0272 | Bitewing-Two Films | 25.00 |
| 0273 | Bitewing-Three Films | 30.00 |
| 0274 | Bitewing-Four Films | 35.00 |
| 0460 | Pulp Vitality Test | 25.00 |
| 0470 | Diagnostic Casts | 40.00 |

Preventive

| | | |
|------|--------------------------|-------|
| 1110 | Adult Prophylaxis | 60.00 |
| 1120 | Child Prophylaxis | 50.00 |
| 1203 | Topical Fluoride-Child | 20.00 |
| 1204 | Topical Fluoride-Adult | 20.00 |
| 1350 | Sealants-Quadrant | 70.00 |
| 1351 | Sealant-Per Tooth | 25.00 |
| 1330 | Oral Hygiene Instruction | ----- |
| 1310 | Nutritional Counseling | ----- |

Space Management Therapy

| | | |
|------|-----------------------------|--------|
| 1315 | Night Guard Therapy For MPD | 325.00 |
| 1510 | Fixed Unilateral | 150.00 |
| 1515 | Fixed Bilateral | 275.00 |
| 1520 | Removable Unilateral | 150.00 |
| 1525 | Removable Bilateral | 300.00 |
| 1550 | Recement Space Maintainer | 50.00 |

Restorative

| | | |
|------|-------------------------------|-------|
| 2110 | Amalgam-Primary-One Surface | 30.00 |
| 2120 | Amalgam-Primary-Two Surface | 41.00 |
| 2130 | Amalgam-Primary-Three Surface | 52.00 |
| 2131 | Amalgam-Primary-Four Surface | 63.00 |
| 2140 | Amalgam-Permanant-One Surface | 55.00 |

| | | |
|------|---------------------------------|--------|
| 2150 | Amalgam-Permanant-Two Surface | 75.00 |
| 2160 | Amalgam-Permanant-Three Surface | 90.00 |
| 2161 | Amalgam-Permanant-Four Surface | 110.00 |
| 2162 | Amalgam-Permanant-Five Surface | 130.00 |

Anterior Composite Resins

| | | |
|------|-------------------------------|--------|
| 2330 | One Surface | 55.00 |
| 2331 | Two Surface | 75.00 |
| 2332 | Three Surface | 90.00 |
| 2335 | Four Surface or Incisal Angle | 110.00 |
| 2336 | Facial Veneer | 130.00 |

Posterior Composite Resins

| | | |
|------|-----------------------------------|--------|
| 2391 | Permanant-One Surface | 80.00 |
| 2392 | Permanant-Two Surface | 110.00 |
| 2393 | Permanant-Three Surface | 150.00 |
| 2394 | Permanent – Four or more Surfaces | 185.00 |

Gold Foil

| | | |
|------|-------------|--------|
| 2410 | One Surface | 100.00 |
| 2420 | Two Surface | 175.00 |

Gold Inlay & Onlay

| | | |
|------|---------------------|--------|
| 2510 | Inlay-One Surface | market |
| 2520 | Inlay-Two Surface | market |
| 2530 | Onlay-Three Surface | market |
| 2540 | Onlay-Four Surface | market |

Porcelain Inlays & Onlays

| | | |
|------|---------------------|--------|
| 2610 | Inlay-One Surface | 425.00 |
| 2620 | Inlay-Two Surface | 500.00 |
| 2630 | Onlay-Three Surface | 625.00 |

Crowns-Single

| | | |
|------|------------------------------|--------|
| 2700 | Porcelain Laminate | 425.00 |
| 2710 | Acrylic Temporary | 100.00 |
| 2740 | Porcelain Jacket | 650.00 |
| 2750 | Porcelain-gold | 725.00 |
| 2752 | Porcelain-Semiprecious Metal | 525.00 |
| 2790 | Gold-Full Cast | market |
| 2792 | Semiprecious-Full Cast | 650.00 |
| 2830 | Stainless Steel | 125.00 |

Other Restorative Services

| | | |
|------|--|--------|
| 2891 | Cast Post & Core | 155.00 |
| 2892 | Parapost | 90.00 |
| 2893 | Cast Post & Core as Part of Crown | 155.00 |
| 2910 | Recement Inlay | 50.00 |
| 2920 | Recement Crown | 50.00 |
| 2940 | Sedative Filling | 50.00 |
| 2950 | Buildup For Crown | 85.00 |
| 2951 | Pin Retention In Addition to Restoration | 30.00 |

Endodontics

| | | |
|------|------------------------------|--------|
| 3110 | Pulp Cap-Direct | 25.00 |
| 3120 | Pulp Cap-Indirect | 25.00 |
| 3210 | Therapeutic Apical Closure | 85.00 |
| 3220 | Vital Pulpectomy | 85.00 |
| 3310 | Root Canal-Anterior Tooth | 325.00 |
| 3320 | Root Canal-Bicuspid Tooth | 400.00 |
| 3330 | Root Canal-Three Canal Molar | 575.00 |
| 3340 | Root Canal-Four Canal Molar | 625.00 |
| 3910 | Hemisection | 90.00 |

Periodontics

| | | |
|------|---|--------|
| 4050 | Periodontal Evaluation | 55.00 |
| 4320 | Provisional Splinting Intracoronal | 85.00 |
| 4321 | Provisional Splinting Extracoronal | 85.00 |
| 4330 | Occlusal Adjustment | 50.00 |
| 4331 | Occlusal Adjustment Complete | 150.00 |
| 4340 | Scaling & Rootplaning Full Mouth | 375.00 |
| 4341 | Scaling and Root Planing per Quadrant | 125.00 |
| 4345 | Therapeutic Periodontal Scaling | 100.00 |
| 4399 | Isolated Scaling | 70.00 |
| 4910 | Periodontal Maintenance (perio prophylaxis) | 100.00 |

Removable Prosthodontics

| | | |
|------|---------------------------------|--------|
| 5110 | Complete Upper Denture | 625.00 |
| 5120 | Complete Lower Denture | 625.00 |
| 5130 | Immediate Upper Denture | 625.00 |
| 5140 | Immediate Lower Denture | 625.00 |
| 5211 | Resin Base Upper Partial | 325.00 |
| 5212 | Resin Base Lower Partial | 325.00 |
| 5213 | Upper Cast Partial | 695.00 |
| 5214 | Lower Cast Partial | 695.00 |
| 5310 | Each Additional Clasp With-Rest | 85.00 |
| 5410 | Adjustment Complete Upper | 70.00 |
| 5411 | Adjustment Complete Lower | 70.00 |
| 5421 | Adjustment Partial Upper | 70.00 |
| 5422 | Adjustment Partial Lower | 70.00 |

| | | |
|------|---------------------------------|--------|
| 5850 | Tissue Conditioning-Per Denture | 175.00 |
| 5860 | Overdenture-Complete | 650.00 |
| 5861 | Overdenture-Partial | 725.00 |

Denture Repairs

| | | |
|------|--|--------|
| 5510 | Complete Denture No Teeth Damaged | 50.00 |
| 5520 | Missing Tooth-Complete Denture (each) | 40.00 |
| 5610 | Partial Denture Acrylic Saddle | 55.00 |
| 5620 | Cast Framework of Partial | 100.00 |
| 5630 | Broken Clasp | 100.00 |
| 5640 | Missing Tooth-Partial Denture (each) | 40.00 |
| 5650 | Addition of Tooth-Partial Denture (each) | 40.00 |
| 5660 | Addition of Clasp | 100.00 |

Denture Relines

| | | |
|------|---------------------------|--------|
| 5730 | Upper Complete-Chairside | 165.00 |
| 5731 | Lower Complete-Chairside | 165.00 |
| 5740 | Upper Partial-Chairside | 140.00 |
| 5741 | Lower Partial-Chairside | 140.00 |
| 5750 | Upper Complete-Laboratory | 175.00 |
| 5751 | Lower Complete-Laboratory | 175.00 |
| 5760 | Upper Partial-Laboratory | 175.00 |
| 5761 | Lower Partial-Laboratory | 175.00 |

Fixed Prosthodontics

| | | |
|------|---------------------------------|--------|
| 6210 | Gold-Full Cast Pontic | market |
| 6212 | Semiprecious-Full Cast Pontic | 650.00 |
| 6240 | Porcelain-Gold Pontic | 725.00 |
| 6252 | Porcelain-Semiprecious Pontic | 625.00 |
| 6545 | Maryland Bridge | 450.00 |
| 6750 | Porcelain-Gold Abutment | 725.00 |
| 6752 | Porcelain-Semiprecious Abutment | 625.00 |
| 6790 | Gold-Full Cast Abutment | market |
| 6792 | Semiprecious-Full Cast Abutment | 650.00 |

Other Prosthetic Services

| | | |
|------|----------------------------------|-------|
| 6920 | Recementation of Maryland Bridge | 60.00 |
| 6930 | Recement Bridge | 60.00 |

Oral Surgery

| | | |
|------|-----------------------------------|--------|
| 7140 | Simple Extraction | 70.00 |
| 7140 | Simple Extraction (third molar) | 80.00 |
| 7210 | Surgical Extraction | 95.00 |
| 7210 | Surgical Extraction (third molar) | 110.00 |
| 7220 | Soft Tissue Impaction | 165.00 |

Dentrust Dental Fee Schedule

| | | |
|------|--|--------|
| 7230 | Partial Bony Impaction | 225.00 |
| 7240 | Full Bony Impaction | 275.00 |
| 7250 | Removal of Residual Root Tip | 85.00 |
| 7260 | Fistula Closure | 275.00 |
| 7281 | Exposure of Unerupted/Impacted Tooth | 95.00 |
| 7285 | Hard Tissue Biopsy (exc. path report) | 195.00 |
| 7286 | Soft Tissue Biopsy (exc. path report) | 195.00 |
| 7310 | Alveoloplasty With Extractions | 105.00 |
| 7320 | Alveoloplasty Without Extractions | 185.00 |
| 7321 | Tuberosity Reduction | 95.00 |
| 7452 | Excision of Hyperplastic Tissue-Quadrant | 105.00 |
| 7510 | Incision & Drainage Intraoral | 175.00 |
| 7971 | Excision of Pericoronal Gingiva | 65.00 |

Miscellaneous

| | | |
|------|---------------------------|-------|
| 9110 | Palliative Treatment | 70.00 |
| 9910 | Desensitizing Medicaments | 15.00 |
| 9941 | Athletic Mouthguard | 85.00 |

#23

574



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF NATIONAL DRUG CONTROL POLICY
Washington, D.C. 20503

April 3, 2012

Judge H. M. Davenport
Navarro County
300 W 3rd Avenue, Suite 10
Corsicana, TX 75110

RECEIVED

JUL 16 2012

**NAVARRO COUNTY
AUDITOR'S OFFICE**

Dear Judge Davenport:

Grant number G11NT0001A has been increased and now totals \$2,427,269.00.

The original of Modification 3 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.



All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please feel free to contact Lisa Newton at (202) 395-6639.

Sincerely,

Ellen Scrivner, Ph.D.

National HIDTA Director

Enclosures

| | | | |
|--|---------------------------|--|-------------|
| Executive Office of the President Office of National Drug Control Policy | | AWARD Grant | Page 1 of 1 |
| 1. Recipient Name and Address Judge H. M. Davenport Navarro County 300 W 3rd Avenue Suite 10 Corsicana, TX 75110 | | 4. Award Number: G11NT0001A | |
| | | 5. Grant Period: From 01/01/2011 to 12/31/2012 | |
| 1A. Subrecipient IRS/Vendor No. | 6. Date: 4/3/2012 | 7. Action Initial <input checked="" type="checkbox"/> Supplemental | |
| Subrecipient Name and Address | 8. Supplement Number 3 | | |
| 2A. Subrecipient IRS/Vendor No.: | 9. Previous Award Amount: | \$2,392,269.00 | |
| 3. Project Title Multiple | 10. Amount of This Award: | \$35,000.00 | |
| | 11. Total Award: | \$2,427,269.00 | |
| 12. The above Grant is approved subject to such conditions or limitations as are set forth in the original award. | | | |
| 13. Statutory Authority for Grant: Public Law 112-10 | | | |
| 14. Typed Name and Title of Approving Official Ellen Scrivner, Ph.D. National HIDTA Director | | 15. Typed Name and Title of Authorized Official H. M. Davenport Navarro County | |
| 16. Signature of Approving ONDCP Official  | | 17. Signature of Authorized Recipient/Date  | |
| 18. Accounting Classification Code DUNS: 071371363 EIN: 1756001092A1 | | 19. HIDTA AWARD OND10B3SE1112 OND2000000 OC 4101 JID: 29697 | |

Initiative Cash by HIDTA

FY 2011

Current Budget (net of reprogrammed funds)

| HIDTA | Agency Name | Initiative | Cash | Type | Grant |
|---|---------------------------------|--------------------------------------|---------------------|--------------------|------------|
| North Texas | Navarro County Sheriff's Office | Commercial Smuggling Initiative | 75,810.00 | Investigation | G11NT0001A |
| | | East Texas Violent Crimes Initiative | 37,723.00 | Investigation | G11NT0001A |
| | | Eastern Drug Initiative | 219,339.00 | Investigation | G11NT0001A |
| | | ET - Northern Drug Initiative | 17,450.00 | Investigation | G11NT0001A |
| | | Management and Coordination | 621,930.20 | Administration | G11NT0001A |
| | | Northern Drug Initiative | 55,700.00 | Investigation | G11NT0001A |
| | | Operations Support Center | 531,759.80 | Operations Support | G11NT0001A |
| | | Regional Intelligence Support Center | 682,107.00 | Intelligence | G11NT0001A |
| | | Southern Money Laundering Initiative | 10,000.00 | Investigation | G11NT0001A |
| | | Training | 50,250.00 | Operations Support | G11NT0001A |
| | | Violent Crime Initiative | 33,100.00 | Investigation | G11NT0001A |
| | | Western Drug Initiative | 92,100.00 | Investigation | G11NT0001A |
| Agency Total : Navarro County Sheriff's Office | | | 2,427,269.00 | | |
| Total | | | 2,427,269.00 | | |

Budget Detail

2011 - North Texas

Initiative - Eastern Drug Initiative

Award Recipient - Navarro County (G11NT0001A)

Resource Recipient - Navarro County Sheriff's Office

| | | |
|--|---------------------------|--------------------|
| <i>Current Budget (net of reprogrammed funds)</i> | <i>\$35,000.00</i> | |
| Overtime | Quantity | Amount |
| Overtime | | \$35,000.00 |
| Total Overtime | | \$35,000.00 |
| | Total Budget | \$35,000.00 |

578



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF NATIONAL DRUG CONTROL POLICY
Washington, D.C. 20503

April 3, 2012

Judge H. M. Davenport
Navarro County
300 W 3rd Avenue, Suite 10
Corsicana, TX 75110

RECEIVED
JUL 16 2012
NAVARRO COUNTY
AUDITOR'S OFFICE


Dear Judge Davenport:

Grant number G11NT0001A has been increased and now totals \$2,462,269.00.


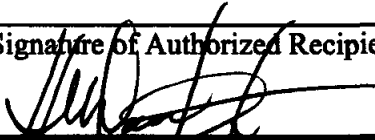
The original of Modification 4 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.

All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please feel free to contact Lisa Newton at (202) 395-6639.

Sincerely,


Ellen Scrivner, Ph.D.
National HIDTA Director

Enclosures

| | | | |
|--|---------------------------|--|-------------|
| Executive Office of the President Office of National Drug Control Policy | | AWARD Grant | Page 1 of 1 |
| 1. Recipient Name and Address Judge H. M. Davenport Navarro County 300 W 3rd Avenue Suite 10 Corsicana, TX 75110 | | 4. Award Number: G11NT0001A | |
| | | 5. Grant Period: From 01/01/2011 to 12/31/2012 | |
| 1A. Subrecipient IRS/Vendor No. | 6. Date: 4/3/2012 | 7. Action | |
| Subrecipient Name and Address | 8. Supplement Number 4 | Initial | |
| | | <input checked="" type="checkbox"/> Supplemental | |
| 2A. Subrecipient IRS/Vendor No.: | 9. Previous Award Amount: | \$2,427,269.00 | |
| 3. Project Title | 10. Amount of This Award: | \$35,000.00 | |
| Multiple | 11. Total Award: | \$2,462,269.00 | |
| 12. The above Grant is approved subject to such conditions or limitations as are set forth in the original award. | | | |
| 13. Statutory Authority for Grant: Public Law 112-10 | | | |
| 14. Typed Name and Title of Approving Official Ellen Scrivner, Ph.D. National HIDTA Director | | 15. Typed Name and Title of Authorized Official H. M. Davenport Navarro County | |
| 16. Signature of Approving ONDCP Official  | | 17. Signature of Authorized Recipient/Date  | |
| 18. Accounting Classification Code DUNS: 071371363 EIN: 1756001092A1 | | 19. HIDTA AWARD OND10B3SE1112 OND2000000 OC 4101 JID: 29698 | |

Initiative Cash by HIDTA

FY 2011

Current Budget (net of reprogrammed funds)

| HIDTA | Agency Name | Initiative | Cash | Type | Grant |
|---|---------------------------------|--------------------------------------|---------------------|--------------------|------------|
| North Texas | Navarro County Sheriff's Office | Commercial Smuggling Initiative | 75,810.00 | Investigation | G11NT0001A |
| | | East Texas Violent Crimes Initiative | 37,723.00 | Investigation | G11NT0001A |
| | | Eastern Drug Initiative | 219,339.00 | Investigation | G11NT0001A |
| | | ET - Northern Drug Initiative | 17,450.00 | Investigation | G11NT0001A |
| | | Management and Coordination | 621,930.20 | Administration | G11NT0001A |
| | | Northern Drug Initiative | 55,700.00 | Investigation | G11NT0001A |
| | | Operations Support Center | 531,759.80 | Operations Support | G11NT0001A |
| | | Regional Intelligence Support Center | 682,107.00 | Intelligence | G11NT0001A |
| | | Southern Money Laundering Initiative | 10,000.00 | Investigation | G11NT0001A |
| | | Training | 50,250.00 | Operations Support | G11NT0001A |
| | | Violent Crime Initiative | 33,100.00 | Investigation | G11NT0001A |
| Western Drug Initiative | 127,100.00 | Investigation | G11NT0001A | | |
| Agency Total : Navarro County Sheriff's Office | | | 2,462,269.00 | | |
| Total | | | 2,462,269.00 | | |

Budget Detail

2011 - North Texas

Initiative - Western Drug Initiative

Award Recipient - Navarro County (G11NT0001A)

Resource Recipient - Navarro County Sheriff's Office

| | | |
|---|---------------------|--------------------|
| <i>Current Budget (net of reprogrammed funds)</i> | <i>\$35,000.00</i> | |
| Overtime | Quantity | Amount |
| Overtime | | \$35,000.00 |
| Total Overtime | | \$35,000.00 |
| | Total Budget | \$35,000.00 |



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF NATIONAL DRUG CONTROL POLICY
Washington, D.C. 20503

April 3, 2012

Judge H. M. Davenport
Navarro County
300 W 3rd Avenue, Suite 10
Corsicana, TX 75110

RECEIVED

JUL 16 2012

NAVARRO COUNTY
AUDITOR'S OFFICE

Dear Judge Davenport:

Grant number G11NT0001A has been increased and now totals \$2,482,269.00.

The original of Modification 5 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.


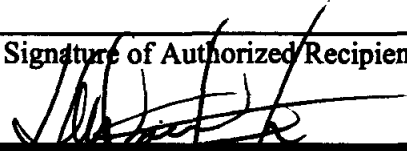
All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please feel free to contact Lisa Newton at (202) 395-6639.

Sincerely,

Ellen Scrivner, Ph.D.

National HIDTA Director

Enclosures

| | | | |
|--|---------------------------|--|-------------|
| Executive Office of the President Office of National Drug Control Policy | | AWARD Grant | Page 1 of 1 |
| 1. Recipient Name and Address Judge H. M. Davenport Navarro County 300 W 3rd Avenue Suite 10 Corsicana, TX 75110 | | 4. Award Number: G11NT0001A | |
| | | 5. Grant Period: From 01/01/2011 to 12/31/2012 | |
| 1A. Subrecipient IRS/Vendor No. | 6. Date: 4/3/2012 | 7. Action Initial <input checked="" type="checkbox"/> Supplemental | |
| Subrecipient Name and Address | 8. Supplement Number 5 | | |
| 2A. Subrecipient IRS/Vendor No.: | 9. Previous Award Amount: | \$2,462,269.00 | |
| 3. Project Title Multiple | 10. Amount of This Award: | \$20,000.00 | |
| | 11. Total Award: | \$2,482,269.00 | |
| 12. The above Grant is approved subject to such conditions or limitations as are set forth in the original award. | | | |
| 13. Statutory Authority for Grant: Public Law 112-10 | | | |
| 14. Typed Name and Title of Approving Official Ellen Scrivner, Ph.D. National HIDTA Director | | 15. Typed Name and Title of Authorized Official H. M. Davenport Navarro County | |
| 16. Signature of Approving ONDCP Official  | | 17. Signature of Authorized Recipient/Date  | |
| 18. Accounting Classification Code DUNS: 071371363 EIN: 1756001092A1 | | 19. HIDTA AWARD OND10B3SE1112 OND2000000 OC 4101 JID: 29699 | |

Initiative Cash by HIDTA

FY 2011

Current Budget (net of reprogrammed funds)

| HIDTA | Agency Name | Initiative | Cash | Type | Grant |
|---|---------------------------------|--------------------------------------|---------------------|--------------------|------------|
| North Texas | Navarro County Sheriff's Office | Commercial Smuggling Initiative | 95,810.00 | Investigation | G11NT0001A |
| | | East Texas Violent Crimes Initiative | 37,723.00 | Investigation | G11NT0001A |
| | | Eastern Drug Initiative | 219,339.00 | Investigation | G11NT0001A |
| | | ET - Northern Drug Initiative | 17,450.00 | Investigation | G11NT0001A |
| | | Management and Coordination | 621,930.20 | Administration | G11NT0001A |
| | | Northern Drug Initiative | 55,700.00 | Investigation | G11NT0001A |
| | | Operations Support Center | 531,759.80 | Operations Support | G11NT0001A |
| | | Regional Intelligence Support Center | 682,107.00 | Intelligence | G11NT0001A |
| | | Southern Money Laundering Initiative | 10,000.00 | Investigation | G11NT0001A |
| | | Training | 50,250.00 | Operations Support | G11NT0001A |
| | | Violent Crime Initiative | 33,100.00 | Investigation | G11NT0001A |
| | | Western Drug Initiative | 127,100.00 | Investigation | G11NT0001A |
| Agency Total : Navarro County Sheriff's Office | | | 2,482,269.00 | | |
| Total | | | 2,482,269.00 | | |

585

Budget Detail

2011 - North Texas

Initiative - Commercial Smuggling Initiative

Award Recipient - Navarro County (G11NT0001A)

Resource Recipient - Navarro County Sheriff's Office

| | | |
|---|--------------------|--------------------|
| <i>Current Budget (net of reprogrammed funds)</i> | \$20,000.00 | |
| Overtime | Quantity | Amount |
| Overtime | | \$20,000.00 |
| Total Overtime | | \$20,000.00 |
| Total Budget | | \$20,000.00 |

586



**EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF NATIONAL DRUG CONTROL POLICY
Washington, D.C. 20503**

April 3, 2012

RECEIVED

JUL 16 2012

NAVARRO COUNTY
AUDITOR'S OFFICE

Judge H. M. Davenport
Navarro County
300 W 3rd Avenue, Suite 10
Corsicana, TX 75110

Dear Judge Davenport:

Grant number G11NT0001A has been increased and now totals \$2,497,269.00.


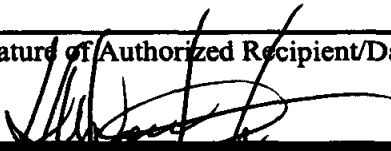
The original of Modification 6 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.

All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please feel free to contact Lisa Newton at (202) 395-6639.

Sincerely,

Ellen Scrivner, Ph.D.
National HIDTA Director

Enclosures

| | | | |
|--|---------------------------|--|-------------|
| Executive Office of the President Office of National Drug Control Policy | | AWARD Grant | Page 1 of 1 |
| 1. Recipient Name and Address Judge H. M. Davenport Navarro County 300 W 3rd Avenue Suite 10 Corsicana, TX 75110 | | 4. Award Number: G11NT0001A | |
| | | 5. Grant Period: From 01/01/2011 to 12/31/2012 | |
| 1A. Subrecipient IRS/Vendor No. | 6. Date: 4/3/2012 | 7. Action Initial <input checked="" type="checkbox"/> Supplemental | |
| Subrecipient Name and Address | 8. Supplement Number 6 | | |
| 2A. Subrecipient IRS/Vendor No.: | 9. Previous Award Amount: | \$2,482,269.00 | |
| 3. Project Title Multiple | 10. Amount of This Award: | \$15,000.00 | |
| | 11. Total Award: | \$2,497,269.00 | |
| 12. The above Grant is approved subject to such conditions or limitations as are set forth in the original award. | | | |
| 13. Statutory Authority for Grant: Public Law 112-10 | | | |
| 14. Typed Name and Title of Approving Official Ellen Scrivner, Ph.D. National HIDTA Director | | 15. Typed Name and Title of Authorized Official H. M. Davenport Navarro County | |
| 16. Signature of Approving ONDCP Official  | | 17. Signature of Authorized Recipient/Date  | |
| 18. Accounting Classification Code DUNS: 071371363 EIN: 1756001092A1 | | 19. HIDTA AWARD OND10B3SE1112 OND2000000 OC 4101 JID: 29721 | |

Initiative Cash by HIDTA

FY 2011

Current Budget (net of reprogrammed funds)

| HIDTA | Agency Name | Initiative | Cash | Type | Grant |
|---|---------------------------------|--------------------------------------|---------------------|--------------------|------------|
| North Texas | Navarro County Sheriff's Office | Commercial Smuggling Initiative | 95,810.00 | Investigation | G11NT0001A |
| | | East Texas Violent Crimes Initiative | 37,723.00 | Investigation | G11NT0001A |
| | | Eastern Drug Initiative | 219,339.00 | Investigation | G11NT0001A |
| | | ET - Northern Drug Initiative | 17,450.00 | Investigation | G11NT0001A |
| | | Management and Coordination | 621,930.20 | Administration | G11NT0001A |
| | | Northern Drug Initiative | 55,700.00 | Investigation | G11NT0001A |
| | | Operations Support Center | 531,759.80 | Operations Support | G11NT0001A |
| | | Regional Intelligence Support Center | 682,107.00 | Intelligence | G11NT0001A |
| | | Southern Money Laundering Initiative | 10,000.00 | Investigation | G11NT0001A |
| | | Training | 50,250.00 | Operations Support | G11NT0001A |
| | | Violent Crime Initiative | 48,100.00 | Investigation | G11NT0001A |
| Western Drug Initiative | 127,100.00 | Investigation | G11NT0001A | | |
| Agency Total : Navarro County Sheriff's Office | | | 2,497,269.00 | | |
| Total | | | 2,497,269.00 | | |

Budget Detail

2011 - North Texas

Initiative - Violent Crime Initiative

Award Recipient - Navarro County (G11NT0001A)

Resource Recipient - Navarro County Sheriff's Office

| | | |
|---|--------------------|--------------------|
| Current Budget (net of reprogrammed funds) | \$15,000.00 | |
| Overtime | Quantity | Amount |
| Overtime | | \$15,000.00 |
| Total Overtime | | \$15,000.00 |
| Total Budget | | \$15,000.00 |

590



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF NATIONAL DRUG CONTROL POLICY
Washington, D.C. 20503

April 3, 2012

Judge H. M. Davenport
Navarro County
300 W 3rd Avenue, Suite 10
Corsicana, TX 75110

Dear Judge Davenport:

Grant number G11NT0001A has been increased and now totals \$2,522,269.00.

The original of Modification 7 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.

All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please feel free to contact Lisa Newton at (202) 395-6639.


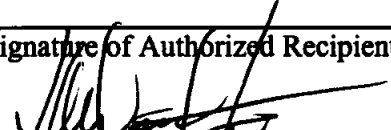
Sincerely,

A handwritten signature in cursive script that reads "Ellen Scrivner".

Ellen Scrivner, Ph.D.

National HIDTA Director

Enclosures

| | | | |
|--|---------------------------|--|-------------|
| Executive Office of the President Office of National Drug Control Policy | | AWARD Grant | Page 1 of 1 |
| 1. Recipient Name and Address Judge H. M. Davenport Navarro County 300 W 3rd Avenue Suite 10 Corsicana, TX 75110 | | 4. Award Number: G11NT0001A | |
| | | 5. Grant Period: From 01/01/2011 to 12/31/2012 | |
| 1A. Subrecipient IRS/Vendor No. | 6. Date: 4/3/2012 | 7. Action Initial <input checked="" type="checkbox"/> Supplemental | |
| Subrecipient Name and Address | 8. Supplement Number 7 | | |
| 2A. Subrecipient IRS/Vendor No.: | 9. Previous Award Amount: | \$2,497,269.00 | |
| 3. Project Title Multiple | 10. Amount of This Award: | \$25,000.00 | |
| | 11. Total Award: | \$2,522,269.00 | |
| 12. The above Grant is approved subject to such conditions or limitations as are set forth in the original award. | | | |
| 13. Statutory Authority for Grant: Public Law 112-10 | | | |
| 14. Typed Name and Title of Approving Official Ellen Scrivner, Ph.D. National HIDTA Director | | 15. Typed Name and Title of Authorized Official H. M. Davenport Navarro County | |
| 16. Signature of Approving ONDCP Official  | | 17. Signature of Authorized Recipient/Date  | |
| 18. Accounting Classification Code DUNS: 071371363 EIN: 1756001092A1 | | 19. HIDTA AWARD OND10B3SE1112 OND2000000 OC 4101 JID: 29722 | |

Initiative Cash by HIDTA

FY 2011

Current Budget (net of reprogrammed funds)

| HIDTA | Agency Name | Initiative | Cash | Type | Grant |
|---|---------------------------------|--------------------------------------|---------------------|--------------------|------------|
| North Texas | Navarro County Sheriff's Office | Central Oklahoma HIDTA Task Force | 25,000.00 | Investigation | G11NT0001A |
| | | Commercial Smuggling Initiative | 95,810.00 | Investigation | G11NT0001A |
| | | East Texas Violent Crimes Initiative | 37,723.00 | Investigation | G11NT0001A |
| | | Eastern Drug Initiative | 219,339.00 | Investigation | G11NT0001A |
| | | ET - Northern Drug Initiative | 17,450.00 | Investigation | G11NT0001A |
| | | Management and Coordination | 621,930.20 | Administration | G11NT0001A |
| | | Northern Drug Initiative | 55,700.00 | Investigation | G11NT0001A |
| | | Operations Support Center | 531,759.80 | Operations Support | G11NT0001A |
| | | Regional Intelligence Support Center | 682,107.00 | Intelligence | G11NT0001A |
| | | Southern Money Laundering Initiative | 10,000.00 | Investigation | G11NT0001A |
| | | Training | 50,250.00 | Operations Support | G11NT0001A |
| | | Violent Crime Initiative | 48,100.00 | Investigation | G11NT0001A |
| | | Western Drug Initiative | 127,100.00 | Investigation | G11NT0001A |
| Agency Total : Navarro County Sheriff's Office | | | 2,522,269.00 | | |
| Total | | | 2,522,269.00 | | |

Budget Detail

2011 - North Texas

Initiative - Central Oklahoma HIDTA Task Force

Award Recipient - Navarro County (G11NT0001A)

Resource Recipient - Navarro County Sheriff's Office

| | | |
|---|---------------------|--------------------|
| <i>Current Budget (net of reprogrammed funds)</i> | | \$25,000.00 |
| Overtime | Quantity | Amount |
| Overtime | | \$25,000.00 |
| Total Overtime | | \$25,000.00 |
| | Total Budget | \$25,000.00 |

594



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF NATIONAL DRUG CONTROL POLICY
Washington, D.C. 20503

April 3, 2012

RECEIVED

JUL 16 2012

Judge H. M. Davenport
Navarro County
300 W 3rd Avenue, Suite 10
Corsicana, TX 75110

NAVARRO COUNTY
AUDITOR'S OFFICE

Dear Judge Davenport:

Grant number G11NT0001A has been increased and now totals \$2,544,269.00.

The original of Modification 8 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.

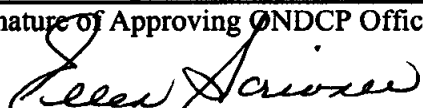
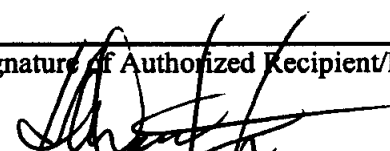
All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please feel free to contact Lisa Newton at (202) 395-6639.

Sincerely,

Ellen Scrivner, Ph.D.

National HIDTA Director

Enclosures

| | | | |
|--|---------------------------|--|-------------|
| Executive Office of the President Office of National Drug Control Policy | | AWARD Grant | Page 1 of 1 |
| 1. Recipient Name and Address Judge H. M. Davenport Navarro County 300 W 3rd Avenue Suite 10 Corsicana, TX 75110 | | 4. Award Number: G11NT0001A | |
| | | 5. Grant Period: From 01/01/2011 to 12/31/2012 | |
| 1A. Subrecipient IRS/Vendor No. | 6. Date: 4/3/2012 | 7. Action | |
| Subrecipient Name and Address | 8. Supplement Number 8 | Initial | |
| | | <input checked="" type="checkbox"/> Supplemental | |
| 2A. Subrecipient IRS/Vendor No.: | 9. Previous Award Amount: | \$2,522,269.00 | |
| 3. Project Title | 10. Amount of This Award: | \$22,000.00 | |
| Multiple | 11. Total Award: | \$2,544,269.00 | |
| 12. The above Grant is approved subject to such conditions or limitations as are set forth in the original award. | | | |
| 13. Statutory Authority for Grant: Public Law 112-10 | | | |
| 14. Typed Name and Title of Approving Official Ellen Scrivner, Ph.D. National HIDTA Director | | 15. Typed Name and Title of Authorized Official H. M. Davenport Navarro County | |
| 16. Signature of Approving ONDCP Official  | | 17. Signature of Authorized Recipient/Date  | |
| 18. Accounting Classification Code DUNS: 071371363 EIN: 1756001092A1 | | 19. HIDTA AWARD OND10B3SE1112 OND2000000 OC 4101 JID: 29735 | |

Initiative Cash by HIDTA

FY 2011

Current Budget (net of reprogrammed funds)

| HIDTA | Agency Name | Initiative | Cash | Type | Grant |
|---|---------------------------------|--------------------------------------|---------------------|--------------------|------------|
| North Texas | Navarro County Sheriff's Office | Central Oklahoma HIDTA Task Force | 25,000.00 | Investigation | G11NT0001A |
| | | Commercial Smuggling Initiative | 95,810.00 | Investigation | G11NT0001A |
| | | East Texas Violent Crimes Initiative | 44,723.00 | Investigation | G11NT0001A |
| | | Eastern Drug Initiative | 219,339.00 | Investigation | G11NT0001A |
| | | ET - Northern Drug Initiative | 17,450.00 | Investigation | G11NT0001A |
| | | Management and Coordination | 621,930.20 | Administration | G11NT0001A |
| | | Northern Drug Initiative | 70,700.00 | Investigation | G11NT0001A |
| | | Operations Support Center | 531,759.80 | Operations Support | G11NT0001A |
| | | Regional Intelligence Support Center | 682,107.00 | Intelligence | G11NT0001A |
| | | Southern Money Laundering Initiative | 10,000.00 | Investigation | G11NT0001A |
| | | Training | 50,250.00 | Operations Support | G11NT0001A |
| | | Violent Crime Initiative | 48,100.00 | Investigation | G11NT0001A |
| | | Western Drug Initiative | 127,100.00 | Investigation | G11NT0001A |
| Agency Total : Navarro County Sheriff's Office | | | 2,544,269.00 | | |
| Total | | | 2,544,269.00 | | |

Budget Detail

2011 - North Texas

Initiative - East Texas Violent Crimes Initiative

Award Recipient - Navarro County (G11NT0001A)

Resource Recipient - Navarro County Sheriff's Office

| | | | |
|---|---------------------|--------------------|-------------------|
| <i>Current Budget (net of reprogrammed funds)</i> | | \$22,000.00 | |
| Overtime | | Quantity | Amount |
| Overtime | | | \$7,000.00 |
| Total Overtime | | | \$7,000.00 |
| | Total Budget | | \$7,000.00 |

Budget Detail

2011 - North Texas

Initiative - Northern Drug Initiative

Award Recipient - Navarro County (G11NT0001A)

Resource Recipient - Navarro County Sheriff's Office

| | | |
|---|---------------------|--------------------|
| <i>Current Budget (net of reprogrammed funds)</i> | | \$22,000.00 |
| Overtime | Quantity | Amount |
| Overtime | | \$15,000.00 |
| Total Overtime | | \$15,000.00 |
| | Total Budget | \$15,000.00 |

599



EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF NATIONAL DRUG CONTROL POLICY
Washington, D.C. 20503

April 3, 2012

Judge H. M. Davenport
Navarro County
300 W 3rd Avenue, Suite 10
Corsicana, TX 75110

RECEIVED

JUL 16 2012

NAVARRO COUNTY
AUDITOR'S OFFICE

Dear Judge Davenport:

Grant number G11NT0001A has been increased and now totals \$2,559,269.00.

The original of Modification 9 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.


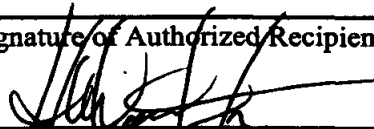
All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please feel free to contact Lisa Newton at (202) 395-6639.

Sincerely,

Ellen Scrivner, Ph.D.

National HIDTA Director

Enclosures

| | | | |
|--|---------------------------|--|-------------|
| Executive Office of the President Office of National Drug Control Policy | | AWARD Grant | Page 1 of 1 |
| 1. Recipient Name and Address Judge H. M. Davenport Navarro County 300 W 3rd Avenue Suite 10 Corsicana, TX 75110 | | 4. Award Number: G11NT0001A | |
| | | 5. Grant Period: From 01/01/2011 to 12/31/2012 | |
| 1A. Subrecipient IRS/Vendor No. | 6. Date: 4/3/2012 | 7. Action | |
| Subrecipient Name and Address | 8. Supplement Number 9 | Initial | |
| | | <input checked="" type="checkbox"/> Supplemental | |
| 2A. Subrecipient IRS/Vendor No.: | 9. Previous Award Amount: | \$2,544,269.00 | |
| 3. Project Title | 10. Amount of This Award: | \$15,000.00 | |
| Multiple | 11. Total Award: | \$2,559,269.00 | |
| 12. The above Grant is approved subject to such conditions or limitations as are set forth in the original award. | | | |
| 13. Statutory Authority for Grant: Public Law 112-10 | | | |
| 14. Typed Name and Title of Approving Official Ellen Scrivner, Ph.D. National HIDTA Director | | 15. Typed Name and Title of Authorized Official H. M. Davenport Navarro County | |
| 16. Signature of Approving ONDCP Official  | | 17. Signature of Authorized Recipient/Date  | |
| 18. Accounting Classification Code DUNS: 071371363 EIN: 1756001092A1 | | 19. HIDTA AWARD OND10B3SE1112 OND2000000 OC 4101 JID: 29743 | |

Initiative Cash by HIDTA

FY 2011

Current Budget (net of reprogrammed funds)

| HIDTA | Agency Name | Initiative | Cash | Type | Grant |
|-------------|---------------------------------|--------------------------------------|------------|--------------------|------------|
| North Texas | Navarro County Sheriff's Office | Central Oklahoma HIDTA Task Force | 25,000.00 | Investigation | G11NT0001A |
| | | Commercial Smuggling Initiative | 95,810.00 | Investigation | G11NT0001A |
| | | East Texas Violent Crimes Initiative | 44,723.00 | Investigation | G11NT0001A |
| | | Eastern Drug Initiative | 219,339.00 | Investigation | G11NT0001A |
| | | ET - Northern Drug Initiative | 17,450.00 | Investigation | G11NT0001A |
| | | Management and Coordination | 621,930.20 | Administration | G11NT0001A |
| | | Northern Drug Initiative | 70,700.00 | Investigation | G11NT0001A |
| | | Operations Support Center | 531,759.80 | Operations Support | G11NT0001A |
| | | Regional Intelligence Support Center | 682,107.00 | Intelligence | G11NT0001A |
| | | Southern Money Laundering Initiative | 10,000.00 | Investigation | G11NT0001A |
| | | Training | 50,250.00 | Operations Support | G11NT0001A |
| | | Tulsa Regional Drug Task Force | 15,000.00 | Investigation | G11NT0001A |
| | | Violent Crime Initiative | 48,100.00 | Investigation | G11NT0001A |

601

Initiative Cash by HIDTA

| HIDTA | Agency Name | Initiative | Cash | Type | Grant |
|--------------|---|-------------------------|---------------------|---------------|------------|
| North Texas | Navarro County Sheriff's Office | Western Drug Initiative | 127,100.00 | Investigation | G11NT0001A |
| | <i>Agency Total : Navarro County Sheriff's Office</i> | | 2,559,269.00 | | |
| Total | | | 2,559,269.00 | | |

602

Budget Detail

2011 - North Texas

Initiative - Tulsa Regional Drug Task Force

Award Recipient - Navarro County (G11NT0001A)

Resource Recipient - Navarro County Sheriff's Office

| | | |
|--|---------------------------|--------------------|
| <i>Current Budget (net of reprogrammed funds)</i> | <i>\$15,000.00</i> | |
| Overtime | Quantity | Amount |
| Overtime | | \$15,000.00 |
| Total Overtime | | \$15,000.00 |
| | Total Budget | \$15,000.00 |

604



**EXECUTIVE OFFICE OF THE PRESIDENT
OFFICE OF NATIONAL DRUG CONTROL POLICY
Washington, D.C. 20503**

April 3, 2012

Judge H. M. Davenport
Navarro County
300 W 3rd Avenue, Suite 10
Corsicana, TX 75110

RECEIVED

JUL 16 2012

NAVARRO COUNTY
AUDITOR'S OFFICE

Dear Judge Davenport:

Grant number G11NT0001A has been increased and now totals \$2,571,269.00.

The original of Modification 10 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.


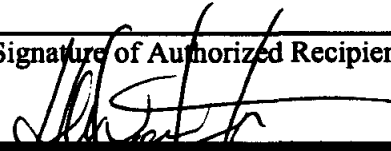
All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please feel free to contact Lisa Newton at (202) 395-6639.

Sincerely,

Ellen Scrivner, Ph.D.

National HIDTA Director

Enclosures

| | | | |
|--|---------------------------|--|-------------|
| Executive Office of the President Office of National Drug Control Policy | | AWARD Grant | Page 1 of 1 |
| 1. Recipient Name and Address Judge H. M. Davenport Navarro County 300 W 3rd Avenue Suite 10 Corsicana, TX 75110 | | 4. Award Number: G11NT0001A | |
| | | 5. Grant Period: From 01/01/2011 to 12/31/2012 | |
| 1A. Subrecipient IRS/Vendor No. | 6. Date: 4/3/2012 | 7. Action Initial <input checked="" type="checkbox"/> Supplemental | |
| Subrecipient Name and Address | 8. Supplement Number 10 | | |
| 2A. Subrecipient IRS/Vendor No.: | 9. Previous Award Amount: | \$2,559,269.00 | |
| 3. Project Title Multiple | 10. Amount of This Award: | \$12,000.00 | |
| | 11. Total Award: | \$2,571,269.00 | |
| 12. The above Grant is approved subject to such conditions or limitations as are set forth in the original award. | | | |
| 13. Statutory Authority for Grant: Public Law 112-10 | | | |
| 14. Typed Name and Title of Approving Official Ellen Scrivner, Ph.D. National HIDTA Director | | 15. Typed Name and Title of Authorized Official H. M. Davenport Navarro County | |
| 16. Signature of Approving ONDCP Official  | | 17. Signature of Authorized Recipient/Date  | |
| 18. Accounting Classification Code DUNS: 071371363 EIN: 1756001092A1 | | 19. HIDTA AWARD OND10B3SE1112 OND2000000 OC 4101 JID: 29753 | |

Initiative Cash by HIDTA

FY 2011

Current Budget (net of reprogrammed funds)

| HIDTA | Agency Name | Initiative | Cash | Type | Grant |
|-------------|---------------------------------|--------------------------------------|------------|--------------------|------------|
| North Texas | Navarro County Sheriff's Office | Central Oklahoma HIDTA Task Force | 25,000.00 | Investigation | G11NT0001A |
| | | Commercial Smuggling Initiative | 95,810.00 | Investigation | G11NT0001A |
| | | East Texas Violent Crimes Initiative | 44,723.00 | Investigation | G11NT0001A |
| | | Eastern Drug Initiative | 219,339.00 | Investigation | G11NT0001A |
| | | ET - Northern Drug Initiative | 17,450.00 | Investigation | G11NT0001A |
| | | Management and Coordination | 621,930.20 | Administration | G11NT0001A |
| | | Northern Drug Initiative | 70,700.00 | Investigation | G11NT0001A |
| | | Operations Support Center | 531,759.80 | Operations Support | G11NT0001A |
| | | Regional Intelligence Support Center | 682,107.00 | Intelligence | G11NT0001A |
| | | Southern Money Laundering Initiative | 22,000.00 | Investigation | G11NT0001A |
| | | Training | 50,250.00 | Operations Support | G11NT0001A |
| | | Tulsa Regional Drug Task Force | 15,000.00 | Investigation | G11NT0001A |
| | | Violent Crime Initiative | 48,100.00 | Investigation | G11NT0001A |

604

Initiative Cash by HIDTA

| HIDTA | Agency Name | Initiative | Cash | Type | Grant |
|--------------|---|-------------------------|---------------------|---------------|------------|
| North Texas | Navarro County Sheriff's Office | Western Drug Initiative | 127,100.00 | Investigation | G11NT0001A |
| | <i>Agency Total : Navarro County Sheriff's Office</i> | | 2,571,269.00 | | |
| Total | | | 2,571,269.00 | | |

607

Budget Detail

2011 - North Texas

Initiative - Southern Money Laundering Initiative

Award Recipient - Navarro County (G11NT0001A)

Resource Recipient - Navarro County Sheriff's Office

| | | |
|--|---------------------------|--------------------|
| <i>Current Budget (net of reprogrammed funds)</i> | <i>\$12,000.00</i> | |
| Overtime | Quantity | Amount |
| Overtime | | \$12,000.00 |
| Total Overtime | | \$12,000.00 |
| | Total Budget | \$12,000.00 |

#24

609

Corbet Water Supply
1724 FM 2452
Corsicana, Texas 75110
903-874-4821

July 19, 2012

Navarro County Commissioners

RE: installing a service line down SWCR 4280

Honorable Judge Davenport, County Commissioners;

Corbet Water has been approached by a customer Mr. Don Green to install a service line to a remote piece of property on SWCR 4280. We do not have a main line in this area. We do have a line that crosses SWCR 4280 about 2,000 feet from his property. See attached map.

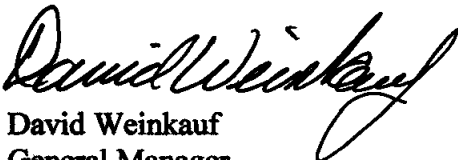
He has asked me to contact you and obtain permission to install a service line in the north R.O.W. in the ditch from where it crosses SWCR 4280 down to his property in the curve. I have not had much luck getting an easement from land owners adjoining his property.

The water line will be a single PVC pipe approx. 48 inches deep in the ditch as closed to the fence as possible and we will set the meter on his property inside fence.

Please consider this and call me and let me know other options. Thanks

If you have any question 903-467-4835

Sincerely



David Weinkauf
General Manager
Corbet Water Supply

