

**UNITED STATES BANKRUPTCY COURT Northern District of Texas (Dallas Division) PROOF OF CLAIM**

Name of Debtor: **Columbus Campus, LLC** Case Number: **09-37019**

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (the person or other entity to whom the debtor owes money or property):

Name and address where notices should be sent:  
 20835747001503  
 GUARDIAN PROTECTION SERVICES  
 PO BOX 37751  
 PHILADELPHIA, PA 19101-5051

**YOUR CLAIM IS SCHEDULED AS:**  
 Schedule/Claim ID: s574  
 AMOUNT/CLASSIFICATION  
 \$103.72 UNSECURED

Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: \_\_\_\_\_  
 (If known)

Filed on: \_\_\_\_\_

Name and address where payment should be sent (if different from above):  
**GUARDIAN PROTECTION SERVICES**  
**174 THORN HILL RD**  
**WARRENDALE PA 15086**

Telephone number:  
**724-741-3500**

Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check this box if you are the debtor or trustee in this case.

**FILED**  
**JAN 26 2010**  
**TAWANA C. MARSHALL, CLERK**  
**U.S. BANKRUPTCY COURT**  
**NORTHERN DISTRICT OF TEXAS**

1. Amount of Claim as of Date Case Filed: \$ 106.78

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

5. Amount of Claim Entitled to Priority under 11 U.S.C. §507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim.

2. Basis for Claim: Services performed  
 (See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor: 9375

3a. Debtor may have scheduled account as: \_\_\_\_\_  
 (See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)  
 Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff:  Real Estate  Motor Vehicle  Other

Describe: \_\_\_\_\_

Value of Property: \$ \_\_\_\_\_ Annual Interest Rate \_\_\_\_\_ %

Amount of arrearage and other charges as of time case filed included in secured claim: FEB 15 2010

If any: \$ \_\_\_\_\_ Basis for perfection: \_\_\_\_\_

Amount of Secured Claim: \$ \_\_\_\_\_ Amount Unsecured: \$ \_\_\_\_\_

**RECEIVED**  
**FEB 15 2010**  
**BMC GROUP**

Domestic support obligations under 11 U.S.C. §507(a)(1)(A) or (a)(1)(B).

Wages, salaries, or commissions (up to \$10,950\*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. §507 (a)(4).

Contributions to an employee benefit plan - 11 U.S.C. §507 (a)(5).

Up to \$2,425\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. §507 (a)(7).

Taxes or penalties owed to governmental units - 11 U.S.C. §507 (a)(8).

Other - Specify applicable paragraph of 11 U.S.C. §507 (a)(\_\_\_\_).

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain: \_\_\_\_\_

Amount entitled to priority: \$ \_\_\_\_\_

\*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

Date: 1-20-10

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

**FOR COURT USE ONLY**

Erickson Ret. Comm. LLC

**Hatcher Mooney Britchen Mooney Collections Administrative Assistant**

CLAIM 4-1

174 THORN HILL ROAD • WARRENDALE, PA 15084 1-800-829-1827  
SALES AND MONITORING AGREEMENT

NEW SYSTEM  
TAKEOVER/REINSTALL  
TAKEOVER/NEW PANEL

THIS AGREEMENT is made this 30 day of OCTOBER, 2008, by and between Guardian Protection Services, Inc. ("Company") and ERIKASOW RETIREMENT ("Customer") for services to be performed at Street 4381 DAVENPORT RD City WILMINGTON State OH Zip 43026 County FRANKLIN ("the Premises")

COST AND DESCRIPTION OF SYSTEM AND SERVICES ARE AS FOLLOWS:

NO. OF DEVICES	BASE PACKAGE EQUIPMENT	UNIT PRICE	TOTAL
1	CONTROL PANEL (Installation only)	\$450	\$ 450
1	KEYPAD	175	175
1	MOTION DETECTOR	175	175
2	DOOR CONTACTS	85	255
1	STAND-BY BATTERY	45	45
1	INTERIOR SIREN	150	150
1	TELCO JACK		75
1	VOICE STATION UNIT	100	100
BASE PACKAGE EQUIPMENT TOTAL PRICE			\$ 1425

NO. OF DEVICES	ADDITIONAL EQUIPMENT	UNIT PRICE	TOTAL
BASE PACKAGE EQUIPMENT UPGRADES:			
ADDITIONAL EQUIPMENT TOTAL PRICE			SEE "C" BELOW

Base Package Price: \$ <u>1425.99</u>	CIRCUIT #
Additional Equipment: \$ <u>0</u>	CUSTOMER # <u>000668452</u>
Total Install. Price: \$ <u>99.00</u>	SITE # <u>200059680</u>
Less Deposit: \$ <u>0</u>	PERMIT #
Balance Due Upon Installation: \$ <u>99.00</u>	PROSPECT # <u>541986</u>
Security Deposit: \$	Office <u>Cincinnati</u>
*MONTHLY FEE (Payable Monthly in Advance)	Rep. <u>Z8923</u>
<u>\$31.95 X 3</u>	D Points
(Includes Repair Agreement Fee)	Promotion Code
<u>\$26.95 X 95.00 X</u>	Market Source
(Monitoring Only)	Existing Customer <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
*SUBJECT TO APPLICABLE TAX	Pre Wire <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Form of Payment:	2nd Floor Wire <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> EZ Pay (Includes EZ Pay form and voided check)	Est. Inst./Compl. Date
<input type="checkbox"/> Credit Card (Include signed CC slip)	Homeowner Insurance Data
<input type="checkbox"/> Check Ck #	Agent
*This form of payment may not be changed by Customer during the term of this agreement.	Telephone #:
SPECIAL CONDITIONS (or bill to address):	Policy #:

EXISTING CUSTOMER, CUSTOMER #  
000668452  
REQUEST BILLING BE COMBINED  
\$99.00 BILLED

X DSP X ADDITIONAL FIRE AND SECURITY DEVICES PRESENTED TO AND DECLINED BY CUSTOMER.  
X DSP X THIS IS A SIXTY (60) MONTH MONITORING AGREEMENT. THE MONTHLY FEE ABOVE IS NOT SUBJECT TO INCREASE FOR THE INITIAL SIXTY (60) MONTH TERM OF THIS AGREEMENT.  
X DSP X CUSTOMER UNDERSTANDS THE TERMS OF THE NO DISPATCH PERIOD ON THE REVERSE SIDE.

PLEASE READ THE TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS AGREEMENT BEFORE SIGNING.

PARAGRAPH "C" BELOW APPLIES ONLY IF THE CUSTOMER'S INITIALS APPEAR ABOVE THE WORDS "INCLUDES REPAIR AGREEMENT FEE" IN THE "MONTHLY FEE" SECTION ABOVE.

A. New Systems/Takeovers. With respect to a new System, the Company agrees to install the System and the Customer agrees to pay the Total Installation Price set forth above. The Company will install the System during normal business hours. The Company assumes no responsibility for any delay in installation. The Customer must pay all utility charges. The Customer must notify the Company in writing of any problems within 30 days after installation. The Customer must pay for any additions or changes to the System beyond those shown under Total Installation Price. The Additional Equipment shall remain the personal property of Company until the Customer has made all payments for such equipment. After that, the Customer will own the System except for the control/transmitting device which contains the Company's proprietary data and which the Company will always own. Unless otherwise set forth above, time is not of the essence with respect to installation. With respect to a takeover System, the Company agrees to take over the operation of the Customer's existing System and the Customer agrees to pay the Total Installation Price set forth above. The Customer represents that it owns the System. After the takeover, the Company will always own the control/transmitting device, which contains the Company's proprietary data. The Customer agrees to pay \$1,225 of the Base Package Price specified above with respect to a new System, or \$900 with respect to a takeover System (the "Deferred Payment Amount") at the end of the initial 60 months of this Agreement; however, the Company agrees to waive the Deferred Payment Amount provided the Customer makes timely payment of the Monthly Fee above throughout the initial 60 months. With respect to a takeover System, the Customer acknowledges that the Deferred Payment Amount reflects, in part, the Company's actual cost to take over the System and that such amount is reasonable.

B. Monitoring. The Company agrees to monitor signals from System for an initial term of 5 years from the date the System is activated and the Customer agrees to pay the Company the Monthly Fee set forth above. After the initial term, the monitoring services will automatically renew for successive 5 year terms unless either party gives to the other at least 30 days written notice prior to the expiration date of its intention to terminate this Agreement upon its original or any renewal expiration date. In the event such renewal is prohibited by state law, then this Agreement will be renewed for the maximum amount of time permitted by such law. It is critical that any notice be given in a timely manner. Once the Company receives a signal, the Company will try to notify, over the regular telephone lines, the agency(ies) and/or person(s) identified on the Customer's information sheet. However, the Company will not notify anyone if the Company reasonably believes that notification is not required. The Customer agrees to give the Company a completed information sheet and to update it as necessary. The Company is entitled to rely solely on the Customer's information sheet. The Company is not responsible for trying to contact anyone else. If the Company cannot connect the System to the telephone lines, then the Customer must contact the telephone company, which will install and bill the Customer directly for any telephone line or equipment. The Customer understands that no form of monitoring is error-free, and that the Company is not responsible for any interruption of service due to any cause beyond the Company's control, such as faulty telephone lines, power failures, or any damage or destruction to the Company's equipment or facilities. The Company is not required to supply monitoring service to the Customer while such interruption continues. If the Customer requests, however, the Company will give the Customer a pro rata refund if the interruption lasts more than 24 hours.

C. Repair Agreement. After the limited warranty expires, the Company agrees to provide repair service to the System for an initial term of five years from the date the System is activated. After the initial term, the Repair Agreement will automatically renew for successive five year terms. In the event such renewal is prohibited by state law, then this Agreement will be renewed for the maximum amount of time permitted by such law. This Agreement can be cancelled at the end of any term by giving 30 days written notice. Once the Customer requests repair service, the Company will, as soon as the Company reasonably can, provide all labor, material and parts necessary to service the System due to defects in the System and ordinary wear and tear. The Customer agrees to pay the Company the Monthly Fee above and a \$25 co-payment for each service call. All repair service will be done during the Company's normal business hours. The Company's obligation to provide repair service does not cover any equipment or wiring related to cable TV, telephone systems or other non-security applications, consumable items such as batteries, video tapes or audio tapes, etc., or physical damage, nor does it apply if the System has been damaged by acts beyond the Company's control including accidents, power surges, telecommunications or electrical failures, misuse, lack of proper maintenance, unauthorized changes, or acts of God such as lightning, floods, etc.

THE CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER HAS RECEIVED A COPY OF THIS AGREEMENT AND ALL ITS ATTACHMENTS, AND HAS READ AND UNDERSTOOD THEM, ESPECIALLY THOSE SECTIONS ON THE REVERSE SIDE RELATING TO THE CUSTOMER'S INDEMNIFICATION OF THE COMPANY, THE COMPANY'S RIGHTS IN THE EVENT OF A DEFAULT, THE COMPANY'S LIMITED LIABILITY AND WARRANTY, AND THE NO DISPATCH PERIOD.

THE CUSTOMER ALSO ACKNOWLEDGES THAT THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL THE COMPANY HAS RECEIVED A SATISFACTORY CREDIT REPORT ON THE CUSTOMER.

IF THE PREMISES ARE JOINTLY OWNED, AND IF ALL OWNERS CAN NOT PERSONALLY EXECUTE THIS AGREEMENT, THE CUSTOMER WHOSE SIGNATURE APPEARS ON THE TOP SIGNATURE LINE BELOW WARRANTS THAT HE/SHE HAS BEEN GRANTED POWER OF ATTORNEY BY THE REMAINING OWNER(S) OF THE PREMISES TO EXECUTE THIS AGREEMENT ON BEHALF OF THE REMAINING OWNERS(S).

(CONSUMER TRANSACTIONS ONLY) THE CUSTOMER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. PLEASE SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

GUARDIAN PROTECTION SERVICES, INC.

By: [Signature]  
AUTHORIZED SALES REPRESENTATIVE

[Signature]  
CUSTOMER SIGNATURE

522 610 31715 TAX ID  
SOCIAL SECURITY NUMBER

GUARDIAN MANAGEMENT APPROVAL

(614) 345-2360  
PREMISES PHONE

SOCIAL SECURITY NUMBER  
OTHER PHONE

**GENERAL TERMS**

LIABILITY OF THE COMPANY. THE COMPANY IS NOT FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO ITS NEGLIGENCE OR THE FAILURE TO PERFORM ITS OBLIGATIONS IN THIS AGREEMENT, INCLUDING INSTALLING, MONITORING, REPAIRING OR TAKING OVER THE SYSTEM, IN ANY RESPECT AT ALL. THE COMPANY'S MAXIMUM LIABILITY WILL BE LIMITED TO THE AMOUNT OF THE SERVICE FEE, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CUSTOMER AND THE COMPANY. IF THE COMPANY DOES SO, A RIDER WILL BE ATTACHED TO THIS AGREEMENT.

THE COMPANY EXPRESSLY DENIES ALL LIABILITY FOR ANY OTHER LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, AT OR AFTER SIGNING THIS AGREEMENT. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ANY OTHER THEORY OF LIABILITY.

THIS EXCLUSION SPECIFICALLY COVERS LIABILITY FOR: LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; GOVERNMENTAL FINES AND CHARGES; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS EXCLUSION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).

**2. Insurance.** The Customer understands that THE COMPANY IS NOT AN INSURER. The Customer is responsible for obtaining all insurance the Customer thinks is necessary, including coverage for personal injury and property damage. The payments the Customer makes under this Agreement are not related to the value of the Premises or the Customer's possessions, but rather are based on the cost of the System and the Company's services.

The Customer releases the Company from any liability for any event or condition covered by the Customer's insurance.

The Customer understands that the System is designed to reduce, but not eliminate, certain risks. The Company does not guarantee that the System will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. The Company assumes no liability for those risks.

THE CUSTOMER UNDERSTANDS THAT ADDITIONAL DETECTION CAPABILITY IS AVAILABLE OVER AND ABOVE THAT PROVIDED BY THE SYSTEM. SUCH PROTECTION MAY BE OBTAINED AT AN ADDITIONAL COST.

**3. Limited Warranty.**

(a) For 90 days from the date of this Agreement, the Company warrants that if any part of the System does not work because of a defect or because of ordinary wear and tear, the Company will repair or replace that part at no charge to the Customer. The Company may use reconditioned parts in making repairs, but the Company warrants the replacement parts only for the remainder of the warranty period.

This limited warranty does not cover batteries or physical damage, nor does it apply if the System has been tampered with or damaged by the Customer's control. Such acts include accidents, power surges, telecommunication or electrical failures, misuse, lack of proper maintenance, unauthorized changes or acts of God (such as lightning, fires, earthquakes, tornadoes, etc.)

The Customer must notify the Company of any problem the Customer claims the Company's limited warranty covers within the warranty period. The Company will repair the problem as soon as it reasonably can after it receives the Customer's notice.

(b) This limited warranty is the only warranty the Company makes, is made only if the Company installed the System, and takes the place of all other warranties whether express or implied. NO EXPRESS OR IMPLIED WARRANTIES EXTEND BEYOND THE FACE OF THIS AGREEMENT. THE COMPANY MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER IMPLIED WARRANTIES ARISING THROUGH TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

The Company does not promise that the System or the services cannot be compromised or that they will always provide the intended signaling, monitoring or other service. If a court decides the Company has given the Customer an implied warranty, it will extend only for the length of the limited warranty period.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Customer. This limited warranty does not limit the Customer's specific legal rights. The Customer may also have other legal rights that vary from state to state. This warranty only applies to equipment installed by the Company.

**4. Customer's Protection of Company.** The Customer agrees to protect, indemnify, defend and release the Company and the Company's related parties from liability against all third party claims or losses (including reasonable attorneys' fees) brought against the Company which relate to the System or the services the Company provides. The Company's related parties include the Company's employees, agents or subcontractors.

This protection/indemnity covers claims brought against the Company by the Customer's insurance company. It also includes claims arising under contract, warranty, negligence, or any other theory of liability.

The Customer's duty to protect/indemnify the Company, however, does not apply to claims based on injuries to third parties or to their property that occurred while the Company's employees were on the Premises and which were caused solely and directly by those employees.

In case of any third party claim or loss covered by the Customer's insurance, the Customer agrees not to look to the Company or the Company's related parties for reimbursement. The Customer waives any rights that the Customer's insurance carrier or others claiming through the Customer may have against the Company or the Company's related parties.

**5. The Customer's Agreements.** The Customer has the authority to sign this Agreement and to not violate any other agreement. The Customer is not aware of any hazardous conditions on the Premises. The Customer agrees to prevent false alarms and assume responsibility for them. If the Company notifies the Customer of a malfunction, the Customer will disconnect the System until the Company can repair it.

The Customer will not tamper or interfere with the System, nor permit others to do so. The Customer agrees that the Company can record and use all communications with anyone at the Premises in the normal course of the Company's business.

The Customer will test the System at least once a month, as well as when changes are made to his telephone system or the Premises. The Customer will immediately notify the Company of any problems with the System. The Customer agrees that the Company can make program changes to the Company's proprietary data located in the control panel, including making the System non-functioning, if this Agreement is ended.

The Customer will pay the Company its then-current charges for doing any work not covered by this Agreement, including paying the Company's minimum service charge if the Company cannot enter the Premises at the scheduled time. The Customer's obligations continue even if the Customer sells or leaves the Premises.

If more than one person has signed this Agreement as the "Customer," the Customer agrees that any one of them is authorized to request changes to the System, including changing the access code numbers or password. If, however, the Company reasonably believes that a dispute exists between such persons regarding the ownership or control of the System, the Company may require such documentation, including orders of court, as the Company deems necessary before making any changes in or to the System.

**6. The Customer's Default.** If the Customer fails to perform its obligations, the Company will give the Customer written notice of default. If the Customer does not fix the default within 30 days, the Company can end this Agreement.

If this Agreement is ended, the Company does not have to provide any service, including monitoring, after that date. In the event of such termination, the Customer agrees to pay the Company: (a) all amounts then due; (b) 20% of the amount due to the Company for the remainder of the Agreement; (c) the Delayed Payment Amount; and (d) to the extent permitted by law, the Company's actual collection costs, including attorney's fees. The Company and the Customer agree that the amount provided for in clause (b) of this paragraph is intended as liquidated

damages and not a penalty, for costs and expenses which the Company will sustain as a result of the Customer's breach of this Agreement. If the Company waives any default by the Customer, that does not mean the Company waives later defaults. Any waiver by the Company must be in writing.

The Customer grants the Company a security interest in any property the Company installs on the Premises in order to secure payment of the Total Installation Price. The Customer must return such property if it does not fully pay for it. If the Customer does not return such property, the Company will ask a court to force the Customer to do so. The Company has the rights of a secured party under the Uniform Commercial Code.

**7. System Surcharge.** The Customer agrees to obtain all licenses and pay all taxes, fines and other assessments, including sales taxes. The Company's fees are based upon existing taxes and charges, and the Company can increase the Company's fees to reflect changes in these taxes or charges. The Customer agrees to check with the local municipality to determine whether any licenses or permits are needed.

(a) Beginning on the fifth anniversary of this Agreement, the Company shall have the right to increase the fees due hereunder up to an amount equal to the total amount of the percentage increase in the Consumer Price Index (the "CPI") published by the U.S. Department of Labor (all cities, all items) for the prior five (5) calendar years.

(b) Beginning on the sixth anniversary and continuing on all subsequent anniversaries of this Agreement, the Company shall have the right to increase the fee due hereunder up to an amount equal to the percentage increase in the CPI for the prior calendar year.

(c) Beginning on the fifth anniversary of this Agreement, the Company shall have the right to increase the fees due hereunder in excess of any percentage increase in the CPI, provided that the Company notifies the Customer in writing as to the amount of the proposed increase no later than 45 days before the Company proposes to make such increase. Upon receipt of such notice, and subject to the following sentence, the Customer may elect to terminate this Agreement on the date such proposed increase actually goes into effect, provided the Customer provides notice to the Company of the Customer's intent to terminate within 20 days of receiving the Company's notice. If the Company ultimately elects not to increase such rate in excess of any increase in the CPI, the Customer shall not have the right to terminate this Agreement except as provided in Section 8 Monitoring on the front side.

(d) If the Customer is late with any payment, the Company, if allowed by law, can charge the Customer a late fee of \$3 on any late payment to offset administrative charges related to the collection of the late payment. If the Customer is late with any payment, the Company can also charge the Customer interest up to the highest rate allowed by law. In addition, the Customer agrees to pay the Company \$20 any time its check, credit card charge or ACH debit is returned to the Company, whether for lack of funds or otherwise. Also, the Customer agrees to pay the Company's actual collection costs, including attorney's fees, and a reasonable reconceal fee if the Company has disconnected the System. This is of the essence with respect to any payment under this Agreement.

**8. Termination.** The Customer cannot transfer this Agreement without the Company's consent. The Customer shall not be unreasonably withheld. However, the Company can transfer this Agreement or subcontract its obligations without the Customer's consent. If the Company does so, anyone to whom the Company transfers or subcontracts its obligations will have all of the Company's rights. The Company is not responsible, however, for any work, including monitoring, which is done negligently by a third party.

**9. Notices; Limitations on Lawsuits; Jury Trial.** Unless otherwise indicated, all notices must be in writing. The Customer or the Company may end this Agreement at the end of the then-current term by notifying the other party at least 30 days prior to the end of each term. It is critical that any termination notice be given in a timely manner.

The Customer must bring any claim against the Company within 1 year after the claim arose. If the Customer does not, the Customer has no right to sue the Company and the Company has no liability to the Customer for that claim. It is critical that the Customer bring any claim in a timely manner.

The provisions of this Agreement which apply to any claim remain in effect even after this Agreement ends. **THE COMPANY AND THE CUSTOMER BOTH GIVE UP THEIR RIGHT TO A JURY TRIAL.**

**10. Miscellaneous.** This Agreement contains the entire understanding between the Customer and the Company and replaces any other documents or discussions the Company previously had with the Customer. This Agreement is not binding on the Company until a Company manager signs it or the Company begins installation of service.

This Agreement is governed by the law of the state in which the Customer resides.

If the Company does not approve of this Agreement, the Company's only obligation is to refund any payments the Customer has made. Any equipment or services the Company provides to the Customer in the future are subject to the terms of this Agreement, as so amended. This Agreement cannot be changed except by a written document. Neither party may enforce a change against the other party unless the other party has signed the written document changing this Agreement.

If any provision of this Agreement is found to be invalid, the remaining provisions are still enforceable. The word "including" means "including without limitation." Except for monitoring, the Company will work only during the Company's normal business hours of 9:00 a.m. to 5:00 p.m. on weekdays excluding holidays the Company observes. All schedules and attachments are part of this Agreement.

If the Customer signs an installment contract which is related to this Agreement, this Agreement is not binding until the installment contract is accepted by the financing agency.

Upon request and at no charge, the Company will provide Customer with a Certificate of Installation of the System. The Certificate of Installation is merely a document of convenience for the Customer. In the event the Certificate of Installation differs from this Agreement, the terms, conditions and description contained in this Agreement govern. It is the sole duty and responsibility of the Customer to understand and verify that the information contained in the Certificate of Installation accurately compares, reflects and describes the installed System.

Customer understands that: (a) the System communicates with the monitoring facility over one or more transmission systems, such as POTS (plain old telephone systems), VOIP, DSL, broadband, cellular, radio, internet, etc.; (b) these transmission systems, which may also include the storage of Customer data and images by third parties, are beyond the control of Company and are maintained and serviced solely by the applicable transmission system provider or another third party; (c) these transmission systems may not always be reliable or available; (d) any changes made to these transmission systems may disrupt communications from the System and, without notice from Customer, Company will have no way to know of such problem; and (e) for an additional fee, Customer may obtain further protection for the Premises, including alternate communication services. **CUSTOMER UNDERSTANDS THAT COMPANY AND/OR ANY THIRD PARTY MONITORING PROVIDED BY COMPANY WILL NOT RECEIVE SIGNALS FROM THE SYSTEM IF CUSTOMER'S TRANSMISSION SYSTEM IS NOT WORKING PROPERLY OR IF CHANGES IN THE TRANSMISSION SYSTEM PREVENT THE SYSTEM FROM COMMUNICATING WITH THE MONITORING FACILITY. CUSTOMER IS RESPONSIBLE FOR TESTING THE SYSTEM ON A WEEKLY BASIS, AS WELL AS IMMEDIATELY FOLLOWING ANY CHANGE TO THE TRANSMISSION SYSTEM.** Customer will immediately notify Company of any problems with the System. Company is not responsible for any termination of service due to any cause beyond Company's control. Company is not responsible for any interruption of service due to a cause beyond Company's control, such as when Customer's transmission system has been tampered with (for example, if the telephone line has been cut) or if otherwise not working property, or as a result of any malfunction with or damage or destruction to Company's equipment or facilities and/or any third party's equipment or facilities.

**11. No Dispatch Period.** Customer agrees that during a 7 day "No Dispatch" period following the activation of the System, Company has no obligation to, and will not, notify any authorities, Customer, or any other party, or take any other action with respect to any signals the Company receives, even if due to an actual emergency event. Customer also understands that the System will always wait 15 seconds after the detection of an intrusion signal before transmitting the intrusion signal to the Company.

COLUMBUS CAMPUS MAILSTOP 434  
 P.O. BOX 22000  
 ATTN: PAM PATON  
 CATONSVILLE MD 21228

Date 1/20/2010  
 Customer# 732241  
 Balance 92.31

		0-30	31-60	61-90	91-120	121-180	Over 180	Unapplied	Deposit
		31.77	31.77	28.77					
Date	Invoice#	Type	Comment				Amount	Balance	
1/20/2010		CRADJ	BANKRUPTCY WRITE-OFF				-89.31	92.31	
1/1/2010	19254187	RECUR	MONITORING FEE - BASIC SVC (1/1/2010 to 1/31/2010)				28.77	181.62	
12/31/2009	19199295	LATE	Late fee				3.00	152.85	
12/1/2009	19046155	RECUR	MONITORING FEE - BASIC SVC (12/1/2009 to 12/31/2009)				28.77	149.85	
11/29/2009	18989049	LATE	Late Fee				3.00	121.08	
11/1/2009	18845156	RECUR	MONITORING FEE - BASIC SVC (11/1/2009 to 11/31/2009)				28.77	118.08	
10/30/2009	18781558	LATE	Late Fee				3.00	89.31	
10/1/2009	18641592	RECUR	MONITORING FEE - BASIC SVC (10/1/2009 to 10/31/2009)				28.77	86.31	
9/1/2009	18439947	RECUR	MONITORING FEE - BASIC SVC (9/1/2009 to 9/30/2009)				28.77	57.54	
8/1/2009	18239117	RECUR	MONITORING FEE - BASIC SVC (8/1/2009 to 8/31/2009)				28.77	28.77	
7/29/2009		CK#					-57.54	0.00	
7/1/2009	18041529	RECUR	MONITORING FEE - BASIC SVC (7/1/2009 to 7/31/2009)				28.77	57.54	
6/1/2009	17840433	RECUR	MONITORING FEE - BASIC SVC (6/1/2009 to 6/30/2009)				28.77	28.77	
5/27/2009		CK#					-28.77	0.00	
5/6/2009		CK#					-28.77	28.77	
5/1/2009		CK#					-28.77	57.54	
5/1/2009	17645972	RECUR	MONITORING FEE - BASIC SVC (5/1/2009 to 5/31/2009)				28.77	86.31	
4/1/2009	17450248	RECUR	MONITORING FEE - BASIC SVC (4/1/2009 to 4/30/2009)				28.77	57.54	
3/1/2009	17251875	RECUR	MONITORING FEE - BASIC SVC (3/1/2009 to 3/31/2009)				28.77	28.77	
2/27/2009		CK#					-28.77	0.00	
2/1/2009	17057909	RECUR	MONITORING FEE - BASIC SVC (2/1/2009 to 2/28/2009)				28.77	28.77	

AL 08-822; AZ POC208756; DE19951 R0042;  
D.C. 25168 XXXI-39504 182; FL EP-400 1002;  
GA LAC24860; IL 157-01254; IN 870481-42189;  
KY 144; MD 48578; MI 107-426; MN 8803203159;  
OH 83 80 1300; P-017; OR 951; RI FAD1074; SACS191;  
TX B15048; VA 11-1907; WV WY93052



CHECK ONE:  
 NEW SYSTEM  
 TAKEOVER/EXISTING  
 TAKEOVER/NEW PANEL

THIS AGREEMENT is made this 30 day of May, 20 07 by and between Guardian Protection Services, Inc. ("Company") and Eric Klison's Retirement Communities

("Customs") for services to be performed at Street 4383 Davidson Rd  
City Hilliard State OH Zip 43026 County \_\_\_\_\_

**COST AND DESCRIPTION OF SYSTEM AND SERVICES ARE AS FOLLOWS:**

NO. OF DEVICES	BASE PACKAGE EQUIPMENT	UNIT PRICE	TOTAL
1	CONTROL PANEL (Installation only)	\$375	\$ 375
1	KEYPAD	175	175
1	MOTION DETECTOR	175	175
3	DOOR CONTACTS	85	255
1	STAND-BY BATTERY	45	45
1	INTERIOR SIREN	150	150
1	TELCO JACK		75
			<b>\$1280</b>
<b>BASE PACKAGE EQUIPMENT UPGRADES:</b>			
<b>BASE PACKAGE EQUIPMENT TOTAL PRICE</b>			<b>SEE "A" BELOW 199.00</b>

  

NO. OF DEVICES	ADDITIONAL EQUIPMENT	UNIT PRICE	TOTAL
1	Keypad	175.00	175.00
2	Motion Detectors	175.00	350.00
1	Door Contact	95.00	75.00
<b>ADDITIONAL EQUIPMENT TOTAL PRICE</b>			<b>600.00</b>

Base Package Price: \$ 199.00	CIRCUIT #
Additional Equipment: \$ 600.00	CUST # <u>608452</u>
Total Install Price: \$ 799.00	SITE # <u>300117500</u>
Less Deposit: <u>799.00</u>	PERMIT #
Balance Due Upon Installation: \$	PROSPECT # <u>432493</u>
Security Deposit: \$	Office
MONTHLY FEE (Payable Monthly in Advance)	Rep. <u>Kocmit</u> / <u>1617</u>
\$ <u>3.95</u> X (Includes Repair Agreement Fee)	D Points
\$ X Off (Monitoring Only)	Promotion Code <u>166</u>
*SUBJECT TO APPLICABLE TAX	Market Source <u>A</u>
Form of Payment:	Existing Customer <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> EZ Pay (include EZ Pay form and voided ct eck)	Pre Wire <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> Credit Card (Include signed CC slip)	2nd Floor Wire <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<input type="checkbox"/> Check Ck # _____	Est. Inst./Compl. Date <u>May 10am 07</u>
*This form of payment may not be changed by Customer during the term of this agreement.	

W  X  X  X  X ADDITIONAL FIRE AND SECURITY DEVICES PRESENTED TO AND DECLINED BY CUSTOMER.  
THIS IS A SIXTY (60) MONTH MONITORING AGREEMENT. THE MONTHLY FEE ABOVE IS NOT SUBJECT TO INCREASE FOR THE INITIAL SIXTY (60) MONTH TERM OF THIS AGREEMENT.  
CUSTOMER UNDERSTANDS THE TERMS OF THE NO DISPATCH PERIOD ON THE REVERSE SIDE.

**PLEASE READ THE TERMS AND CONDITIONS ON THE FRONT AND BACK OF THIS AGREEMENT BEFORE SIGNING.**  
**PARAGRAPH "C" BELOW APPLIES ONLY IF THE CUSTOMER'S INITIALS APPEAR ABOVE THE WORDS "INCLUDES REPAIR AGREEMENT FEE" IN THE "MONTHLY FEE" SECTION ABOVE.**

**A. New Systems/Takeovers.** With respect to a new System, the Company agrees to install the System and the Customer agrees to pay the Total Installation Price set forth above. The Company will install the System during normal business hours. The Company assumes no responsibility for any delay in installation. The Customer must pay all utility charges. The Customer must notify the Company in writing of any problems within 30 days after installation. The Customer must pay for any additions or changes to the System beyond those shown under Total Installation Price. The Additional Equipment shall remain the personal property of Company until the Customer has made all payments for such Equipment. After that, the Customer will own the System except for the control/transmitting device which contains the Company's proprietary data and which the Company will always own. Unless otherwise set forth above, time is not of the essence with respect to installation. With respect to a takeover System, the Company agrees to take over the operation of the Customer's existing System and the Customer agrees to pay the Total Installation Price set forth above. The Customer represents that it owns the System. After the takeover, the Company will always own the control/transmitting device, which contains the Company's proprietary data. The Customer agrees to pay \$1,100 of the Base Package Price specified above with respect to a new System, or \$900 with respect to a takeover System (the "Deferred Payment Amount") at the end of the initial 60 months of this Agreement; however, the Company agrees to waive the Deferred Payment Amount provided the Customer makes timely payment of the Monthly Fee above throughout the initial 60 months. With respect to a takeover System, the Customer acknowledges that the Deferred Payment Amount reflects, in part, the Company's actual cost to take over the System and that such amount is reasonable.

**B. Monitoring.** The Company agrees to monitor signals from System for an initial term of 5 years from the date the System is activated and the Customer agrees to pay the Company the Monthly Fee set forth above. After the initial term, the monitoring services will automatically renew for successive 5 year terms unless either party gives to the other at least 30 days written notice prior to the expiration date of its intention to terminate this Agreement upon its original or any renewed expiration date. It is critical that any notice be given in a timely manner. Once the Company receives a signal, the Company will try to notify, over the regular telephone lines, the agency(ies) and/or person(s) identified on the Customer's information sheet. However, the Company will not notify anyone if the Company reasonably believes that notification is not required. The Customer agrees to give the Company a completed information sheet and to update it as necessary. The Company is entitled to rely solely on the Customer's information sheet. The Company is not responsible for trying to contact anyone else. If the Company cannot connect the System to the telephone lines, then the Customer must contact the telephone company, which will install and bill the Customer directly for any telephone lines or equipment. The Customer understands that no form of monitoring is error-free, and that the Company is not responsible for any interruption of service due to any cause beyond the Company's control, such as faulty telephone lines, power failures, or any damage or destruction to the Company's equipment or facilities. The Company is not required to supply monitoring service to the Customer while such interruption continues. If the Customer requests, however, the Company will give the Customer a pro rata refund if the interruption lasts more than 24 hours.

**C. Repair Agreement.** After the limited warranty expires, the Company agrees to provide repair service to the System for an initial term of five years from the date the System is activated. After the initial term, the Repair Agreement will automatically renew for successive five year terms. This Agreement can be cancelled at the end of any term by giving 30 days written notice. Once the Customer requests repair service, the Company will, as soon as the Company reasonably can, provide all labor, material and parts necessary to service the System due to defects in the System and ordinary wear and tear. The Customer agrees to pay the Company the Monthly Fee above and a \$25 co-payment for each service call. All repair service will be done during the Company's normal business hours. The Company's obligation to provide repair service does not cover any equipment or wiring related to cable TV, telephone systems or other non-security applications, consumable items such as batteries, video tapes or audio tapes, etc., or physical damage, nor does it apply if the System has been damaged by acts beyond the Company's control including accidents, power surges, telecommunications or electrical failures, misuse, lack of proper maintenance, unauthorized changes, or acts of God such as lightning, floods, etc.

**THE CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER HAS RECEIVED A COPY OF THIS AGREEMENT AND ALL ITS ATTACHMENTS, AND HAS READ AND UNDERSTOOD THEM, ESPECIALLY THOSE SECTIONS ON THE REVERSE SIDE RELATING TO THE CUSTOMER'S INDEMNIFICATION OF THE COMPANY, THE COMPANY'S RIGHTS IN THE EVENT OF A DEFAULT, THE COMPANY'S LIMITED LIABILITY AND WARRANTY, AND THE NO DISPATCH PERIOD. THE CUSTOMER ALSO ACKNOWLEDGES THAT THIS AGREEMENT SHALL NOT TAKE EFFECT UNTIL THE COMPANY HAS RECEIVED A SATISFACTORY CREDIT REPORT ON THE CUSTOMER.**  
**IF THE PREMISES ARE JOINTLY OWNED, AND IF ALL OWNERS CAN NOT PERSONALLY EXECUTE THIS AGREEMENT, THE CUSTOMER WHOSE SIGNATURE APPEARS ON THE TOP SIGNATURE LINE BELOW WARRANTS THAT HE/SHE HAS BEEN GRANTED POWER OF ATTORNEY BY THE REMAINING OWNER(S) OF THE PREMISES TO EXECUTE THIS AGREEMENT ON BEHALF OF THE REMAINING OWNER(S).**

GUARDIAN PROTECTION SERVICES, INC.  
By: [Signature]  
AUTHORIZED SALES REPRESENTATIVE

(CONSUMER TRANSACTIONS ONLY) THE CUSTOMER MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. PLEASE SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR AN EXPLANATION OF THIS RIGHT.

CUSTOMER SIGNATURE \_\_\_\_\_ SOCIAL SECURITY NUMBER \_\_\_\_\_  
CUSTOMER SIGNATURE \_\_\_\_\_ SOCIAL SECURITY NUMBER \_\_\_\_\_

GUARDIAN MANAGEMENT APPROVAL \_\_\_\_\_ PREMISES PHONE \_\_\_\_\_ OTHER PHONE \_\_\_\_\_  
CP-GP-414-1090 WHITE: Office YELLOW: Installation PINK: Customer GOLD: LSC

**GENERAL TERMS.**

1. **LIMITATION OF THE COMPANY'S LIABILITY.** IF THE COMPANY IS FOUND LIABLE FOR ANY LOSS OR DAMAGE DUE TO ITS NEGLIGENCE OR THE FAILURE TO PERFORM ITS OBLIGATIONS IN THIS AGREEMENT, INCLUDING INSTALLING, MONITORING, REPAIRING OR TAKING OVER THE SYSTEM, IN ANY RESPECT AT ALL, THE COMPANY'S MAXIMUM LIABILITY WILL BE \$1,000. THE COMPANY WILL ASSUME A GREATER LIABILITY, BUT ONLY FOR AN ADDITIONAL CHARGE TO BE AGREED UPON BY THE CUSTOMER AND THE COMPANY, IF THE COMPANY DOES SO, A RIDER WILL BE ATTACHED TO THIS AGREEMENT.

THE COMPANY EXPRESSLY DENIES ALL LIABILITY FOR ANY OTHER LOSS OR DAMAGE WHICH MAY OCCUR PRIOR TO, AT OR AFTER SIGNING THIS AGREEMENT. THIS INCLUDES LIABILITY BASED ON CONTRACT, TORT, NEGLIGENCE, WARRANTY (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ANY OTHER THEORY OF LIABILITY.

THIS EXCLUSION SPECIFICALLY COVERS LIABILITY FOR: LOST PROFITS; LOST OR DAMAGED PROPERTY; LOSS OF USE OF PROPERTY OR THE PREMISES; GOVERNMENTAL FINES AND CHARGES; AND THE CLAIMS OF THIRD PARTIES. ALSO COVERED BY THIS EXCLUSION ARE THE FOLLOWING TYPES OF DAMAGES: DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL (DAMAGES THAT RESULT FROM AN ACT, BUT DO NOT DIRECTLY RELATE TO THE ACT) AND PUNITIVE (DAMAGES USED TO MAKE AN EXAMPLE OF SOMEONE).

2. **Insurance.** The Customer understands that THE COMPANY IS NOT AN INSURER. The Customer is responsible for obtaining all insurance the Customer thinks is necessary, including coverage for personal injury and property damage. The payments the Customer makes under this Agreement are not related to the value of the Premises or the Customer's possessions, but rather are based on the cost of the System and the Company's services.

The Customer releases the Company from any liability for any event or condition covered by the Customer's insurance.

The Customer understands that the System is designed to reduce, but not eliminate, certain risks. The Company does not guarantee that the System will prevent personal injury, unauthorized entrances or fire and smoke damages to the Premises. The Company assumes no liability for those risks.

THE CUSTOMER UNDERSTANDS THAT ADDITIONAL DETECTION CAPABILITY IS AVAILABLE OVER AND ABOVE THAT PROVIDED BY THE SYSTEM. SUCH PROTECTION MAY BE OBTAINED AT AN ADDITIONAL COST.

**3. Limited Warranty.**

(a) For 90 days from the date of this Agreement, the Company warrants that if any part of the System does not work because of a defect or because of ordinary wear and tear, the Company will repair or replace that part at no charge to the Customer. The Company may use reconditioned parts in making repairs, but the Company warrants the replacement parts only for the remainder of the warranty period.

This limited warranty does not cover batteries or physical damage, nor does it apply if the System has been damaged by acts beyond the Company's control. Such acts include accidents, power surges, telecommunications or electrical failure, misuse, lack of proper maintenance, unauthorized changes or acts of God (such as lightning, fires, earthquakes, tornadoes, etc.)

The Customer must notify the Company of any problem the Customer claims the Company's limited warranty covers within the warranty period. The Company will repair the problem as soon as it reasonably can after it receives the Customer's notice.

(b) This limited warranty is the only warranty the Company makes, is made only if the Company installed the System, and takes the place of all other warranties, whether express or implied. NO EXPRESS OR IMPLIED WARRANTIES EXTEND BEYOND THE FACE OF THIS AGREEMENT. THE COMPANY MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHER IMPLIED WARRANTIES ARISING THROUGH TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

The Company does not promise that the System or the services cannot be compromised or that they will always provide the intended signaling, monitoring or other service. If a court decides the Company has given the Customer an implied warranty, it will extend only for the length of the limited warranty period.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Customer. This limited warranty gives the Customer specific legal rights. The Customer may also have other legal rights, that vary from state to state. This warranty only applies to equipment installed by the Company.

4. **Customer's Protection of Company.** The Customer agrees to protect, indemnify, defend and release the Company and the Company's related parties from liability against third party claims or losses (including reasonable attorneys' fees) brought against the Company which relate to the System or the services the Company provides. The Company's related parties include the Company's employees, agents or subcontractors.

This protection/indemnity covers claims brought against the Company by the Customer's insurance company. It also includes claims arising under contract, warranty, negligence, or any other theory of liability.

The Customer's duty to protect/indemnify the Company, however, does not apply to claims based on injuries to third parties or to their property that occurred while the Company's employees were on the Premises and which were caused solely and directly by those employees.

In case of any third party claim or loss covered by the Customer's insurance, the Customer agrees not to look to the Company or the Company's related parties for reimbursement. The Customer waives any rights that the Customer's insurance carrier or others claiming through the Customer may have against the Company or the Company's related parties.

5. **The Customer's Agreements.** The Customer has the authority to sign this Agreement and in doing so will not violate any other agreement. The Customer is not aware of any hazardous conditions on the Premises. The Customer agrees to prevent false alarms and assume responsibility for them. If the Company notifies the Customer of a malfunction, the Customer will disconnect the System until the Company can repair it.

The Customer will not tamper or interfere with the System, nor permit others to do so. The Customer agrees that the Company can record and use all communications with anyone at the Premises in the normal course of the Company's business.

The Customer will test the System at least once a month, as well as when changes are made to its telephone system or the Premises. The Customer will immediately notify the Company of any problems with the System. The Customer agrees that the Company can make program changes to the Company's proprietary data located in the control panel, including making the System non-functioning, if this Agreement is ended.

The Customer will pay the Company its then-current charges for doing any work not covered by this Agreement, including paying the Company's minimum service charge if the Company cannot enter the Premises at the scheduled time. The Customer's obligations continue even if the Customer sells or leaves the Premises, unless the new occupant of the Premises and the Company execute a new monitoring agreement.

If more than one person has signed this Agreement as the "Customer," the Customer agrees that any one of them is authorized to request changes to the System, including changes to the passcode numbers or password. If, however, the Company reasonably believes that a dispute exists between such persons regarding the ownership or control of the System, the Company may require such documentation, including orders of court, as the Company deems necessary before making any changes in or to the System.

6. **The Customer's Default.** If the Customer fails to perform its obligations, the Company will give the Customer written notice of default. If the Customer does not fix the default within 30 days, the Company can end this Agreement.

If this Agreement is ended, the Company does not have to provide any service, including monitoring, after that date. In the event of such termination, the Customer

agrees to pay the Company: (a) all amounts then due; (b) 20% of the amount due to the Company for the remainder of this Agreement; (c) the Deferred Payment Amount; and (d) to the extent permitted by law, the Company's actual collection costs, including attorney's fees. The Company and the Customer agree that the amount provided for in clause (b) of this paragraph is intended as liquidated damages, and not as penalty, for costs and expenses which the Company will sustain as a result of the Customer's breach of this Agreement. If the Company waives any default by the Customer, that does not mean the Company waives later defaults. Any waiver by the Company must be in writing.

The Customer grants the Company a security interest in any property the Company installs on the Premises in order to secure payment of the Total Installation Price. The Customer must return such property if it does not fully pay for it. If the Customer does not return such property, the Company will ask a court to force the Customer to do so. The Company has the rights of a secured party under the Uniform Commercial Code.

7. **System Recharges.** The Customer agrees to obtain all licenses and pay all taxes, fines and other assessments, including sales taxes. The Company's fees are based upon existing taxes and charges, and the Company can increase the Company's fees to reflect changes in these taxes or charges. The Customer agrees to check with the local municipality to determine whether any licenses or permits are needed.

(a) Beginning on the fifth anniversary of this Agreement, the Company shall have the right to increase the fees due hereunder up to an amount equal to the total amount of the percentage increase in the Consumer Price Index (the "CPI") published by the U.S. Department of Labor (all cities, all items) for the prior five (5) calendar years.

(b) Beginning on the sixth anniversary and continuing on all subsequent anniversaries of this Agreement, the Company shall have the right to increase the fees due hereunder up to an amount equal to the percentage increase in the CPI for the prior calendar year.

(c) Beginning on the fifth anniversary of this Agreement, the Company shall have the right to increase the fees due hereunder in excess of any percentage increase in the CPI, provided that the Company notifies the Customer in writing as to the amount of the proposed increase no later than 45 days before the Company proposes to make such increase. Upon receipt of such notice, and subject to the following sentence, the Customer may elect to terminate this Agreement on the date such proposed increase actually goes into effect, provided the Customer provides notice to the Company of the Customer's intent to terminate within 20 days of receiving the Company's notice. If the Company ultimately elects not to increase such rate in excess of any increase in the CPI, the Customer shall not have the right to terminate this Agreement except as provided in Section 8 Monitoring on the front side.

(d) If the Customer is late with any payment, the Company, if allowed by law, can charge the Customer a late fee of \$3 on any late payment to offset administrative changes related to the collection of the late payment. If the Customer is late with any payment, the Company can also charge the Customer interest up to the highest rate allowed by law. In addition, the Customer agrees to pay the Company \$20 any time its check, credit card charge or ACH debit is returned to the Company, whether for lack of funds or otherwise. Also, the Customer agrees to pay the Company's actual collection costs, including attorney's fees, and a reasonable recontact fee if the Company has disconnected the System. Time is of the essence with respect to any payment under this Agreement.

8. **Transfer.** The Customer cannot transfer this Agreement without the Company's consent, which shall not be unreasonably withheld. However, the Company can transfer this Agreement or subcontract its obligations without the Customer's consent. If the Company does so, anyone to whom the Company transfers or subcontracts its obligations will have all of the Company's rights. The Company is not responsible, however, for any work, including monitoring, which is done negligently by any third party.

9. **Notice: Limitations on Lawsuits; Jury Trial.** Unless otherwise indicated, all notices must be in writing. The Customer or the Company may end this Agreement at the end of the then-current term by notifying the other party at least 30 days prior to the end of such term. It is critical that any termination notice be given in a timely manner.

The Customer must bring any claim against the Company within 1 year after the claim arose. If the Customer does not, the Customer has no right to sue the Company and the Company has no liability to the Customer for that claim. It is critical that the Customer bring any claim in a timely manner.

The provisions of this Agreement which apply to any claim remain in effect even after this Agreement ends. THE COMPANY AND THE CUSTOMER BOTH GIVE UP THEIR RIGHT TO A JURY TRIAL.

10. **Miscellaneous.** This Agreement contains the entire understanding between the Customer and the Company and replaces any other documents or discussions the Company previously had with the Customer. This Agreement is not binding on the Company until a Company manager signs it or the Company begins installation or service.

This Agreement is governed by the law of the state in which the Customer resides.

If the Company does not approve of this Agreement, the Company's only obligation is to refund any payments the Customer has made. Any equipment or services the Company provides to the Customer in the future are subject to the terms of this Agreement, as so amended. This Agreement cannot be changed except by a written document. Neither party may enforce a change against the other party unless the other party has signed the written document changing this Agreement.

If any provision of this Agreement is found to be invalid, the remaining provisions are still effective. The word "including" means "including without limitation." Except for monitoring, the Company will do work only during the Company's normal business hours of 9:00 a.m. to 5:00 p.m. on weekdays excluding holidays the Company observes. All schedules and attachments are part of this Agreement.

If the Customer signs an installment contract which is related to this Agreement, this Agreement is not binding until the installment contract is accepted by the financing agency.

Upon request and at no charge, Company will provide Customer with a Certificate of Installation of the System. The Certificate of Installation is merely a document of convenience for the Customer. In the event the Certificate of Installation differs from this Agreement, the terms, conditions and description contained in this Agreement govern. It is the sole duty and responsibility of the Customer to undertake and verify that the information contained in the Certificate of Installation accurately compares, reflects and describes the installed System.

The Customer understands: (1) that the System communicates with the monitoring facility over telephone lines; (2) that any change in the System's communication equipment and/or service may disrupt these communications; and (3) that for an additional fee, Customer may obtain further protection for the Premises, including alternate communication services. THE COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE IS NOT OPERATING PROPERLY OR HAS BEEN CUT. If at any time during this Agreement Customer has any service work performed with respect to Customer's telephone service, including but not limited to converting to digital telephone service, the Customer shall test the System and ensure that the System is properly communicating with the Company's monitoring facility. Customer's failure to test the System may result in the Company's inability to receive signals from Customer's alarm. The Customer assumes responsibility for all interruptions in monitoring service, which occur due to having service performed on its telephone service.

11. **No Dispatch Period.** Customer agrees that during a 7 day "No Dispatch" period following the activation of the System, Company has no obligation to, and will not, notify any authorities, Customer, or any other party, or take any other action with regard to any alarm signal Company receives, even if due to an actual emergency event. Customer also understands that the System will always wait 18 seconds after the detection of an intrusion signal before transmitting the intrusion signal to the Company.

COLUMBUS CAMPUS MAILSTOP 434  
P.O. BOX 22000  
C/O ERICKSON RETIREMENT COMM  
CATONSVILLE MD 21228

Date 1/20/2010  
Customer# 668452  
Balance 130.23

0-30	31-60	61-90	91-120	121-180	Over 180	Unapplied	Deposit
45.41	42.41	42.41					
Date	Invoice#	Type	Comment	Amount	Balance		
1/20/2010		CRADJ	BANKRUPTCY WRITE-OFF	-17.41	130.23		
1/1/2010	19243005	RECUR	Recurring Billing	42.41	147.64		
12/31/2009	19198661	LATE	Late fee	3.00	105.23		
12/1/2009	19035387	RECUR	Recurring Billing	42.41	102.23		
11/1/2009	18833998	RECUR	Recurring Billing	42.41	59.82		
10/1/2009	18630555	RECUR	Recurring Billing	42.41	17.41		
9/1/2009	18428882	RECUR	Recurring Billing	42.41	-25.00		
8/4/2009		CK#		-45.41	-67.41		
8/1/2009	18227694	RECUR	Recurring Billing	42.41	-22.00		
7/13/2009		CK#		-109.82	-64.41		
7/1/2009	18030250	RECUR	Recurring Billing	42.41	45.41		
6/30/2009		CK#		-152.23	3.00		
6/29/2009	17978202	LATE	Late charge	3.00	155.23		
6/1/2009	17829242	RECUR	Recurring Billing	42.41	152.23		
5/1/2009	17634420	RECUR	Recurring Billing	42.41	109.82		
4/14/2009	17489067	JOB	4/9/09 reran new wire & reconnected. tested syste	25.00	67.41		
4/1/2009	17438765	RECUR	Recurring Billing	42.41	42.41		
3/9/2009		CC		-334.00	0.00		
3/1/2009	17240458	RECUR	Recurring Billing	42.41	334.00		
2/27/2009	17188993	LATE	Late charge	3.00	291.59		
2/24/2009		CK	Check Rec'd	-42.41	288.59		
2/1/2009	17046116	RECUR	Recurring Billing	42.41	331.00		
1/30/2009	16992007	LATE	Late charge	3.00	288.59		
1/1/2009	16848823	RECUR	Recurring Billing	71.18	285.59		
12/1/2008	16652301	RECUR	Recurring Billing	91.32	214.41		
11/25/2008		CRADJ	Referral of Erickson Retirement	-25.00	123.09		
11/21/2008	16557926	JOB	BASE PACKAGE PRICE	105.68	148.09		
11/1/2008	16449905	RECUR	Recurring Billing	42.41	42.41		
10/20/2008		CK#		-42.41	0.00		
10/1/2008	16260784	RECUR	Recurring Billing	42.41	42.41		
9/29/2008		CK#		-69.87	0.00		
9/1/2008	16072022	RECUR	Recurring Billing	42.41	69.87		
8/28/2008		CK#		-39.95	27.46		
8/14/2008	15931670	JOB	500171183 08/07/08 Switched phoneline to activ	25.00	67.41		
8/1/2008	15886908	RECUR	Recurring Billing	42.41	42.41		
7/25/2008		CK#		-42.41	0.00		
7/25/2008		CK#		-42.41	42.41		
7/3/2008		CK#		-42.41	84.82		
7/1/2008	15703853	RECUR	Recurring Billing	42.41	127.23		
6/6/2008		CK#		-42.41	84.82		
6/1/2008	15523218	RECUR	Recurring Billing	42.41	127.23		
5/1/2008	15346586	RECUR	Recurring Billing	42.41	84.82		



Date	Case No.	Code	Type	Claim	Comment	Filed	Desc Main Document	Amount	Page	Balance
4/1/2008	15169402		RECUR		Recurring Billing	01/26/10		42.41	8	42.41
3/20/2008			CK#					-42.41		0.00
3/1/2008	14981957		RECUR		Recurring Billing			42.41		42.41
2/25/2008			CK#					-42.41		0.00
2/1/2008	14808668		RECUR		Recurring Billing			42.41		42.41
1/28/2008			CK#					-42.41		0.00
1/1/2008	14626244		RECUR		Recurring Billing			42.41		42.41
12/20/2007			CK#					-42.41		0.00
12/1/2007	14453271		RECUR		Recurring Billing			42.41		42.41
11/29/2007			CK#					-42.41		0.00
11/1/2007	14283577		RECUR		Recurring Billing			42.41		42.41
10/25/2007			CK#					-42.41		0.00
10/1/2007	14122966		RECUR		Recurring Billing			42.41		42.41
9/27/2007			CK#					-84.82		0.00
9/1/2007	13959587		RECUR		Recurring Billing			42.41		84.82
8/3/2007			CK# 17927		Check Rec'd			-913.72		42.41
8/1/2007	13798899		RECUR		Recurring Billing			42.41		956.13
7/1/2007	13637426		RECUR		Recurring Billing			60.79		913.72
6/29/2007	13583578		JOB		Equipment Installation			852.93		852.93



## Northern District of Texas Claims Register

09-37019-sgj11 Columbus Campus, LLC

**Judge:** Stacey G. Jernigan      **Chapter:** 11  
**Office:** Dallas                      **Last Date to file claims:** 02/28/2010  
**Trustee:**                                **Last Date to file (Govt):**

<b>Creditor:</b> (12972182) Guardian Protection Services PO Box 37751 Philadelphia, PA 19101-5051	<b>Claim No: 4</b> <i>Original Filed</i> Date: 01/26/2010 <i>Original Entered</i> Date: 01/29/2010	<b>Status:</b> <i>Filed by:</i> CR <i>Entered by:</i> Rielly, Bill <i>Modified:</i>
--	--	--

**Total claimed:**

**History:**  
**Details**    4-1    01/26/2010 Claim #4 filed by Guardian Protection Services, total amount claimed: \$0 (Rielly, Bill )

**Description:**  
**Remarks:**

### Claims Register Summary

**Case Name:** Columbus Campus, LLC  
**Case Number:** 09-37019-sgj11  
**Chapter:** 11  
**Date Filed:** 10/19/2009  
**Total Number Of Claims:** 1

	Total Amount Claimed	Total Amount Allowed
<b>Unsecured</b>		
<b>Secured</b>		
<b>Priority</b>		
<b>Unknown</b>		
<b>Administrative</b>		
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>