



COMMERCIAL SALES AGREEMENT

TOWN NO.
0660-N. Virginia

CUSTOMER NO.
166002478

JOB NO.

PO NO.

ESTIMATE NO.
1-QUDHBN

DATE: 4/4/2013

SHIPPED NOV 06 2013

Tyco Integrated Security LLC ("Tyco")

Dane Gaines
7399 Boston Blvd,
Springfield, VA 22153-2805
Tele. No.

Westbriar Plaza Unit Owners Association
d/b/a: Westbriar Plaza
("Customer")
Customer Billing Information
11350 Random Hills Rd, Suite 800
Fairfax, VA 22030
Attn:
Tele. No. (703) 631-2003

Customer Premises Served
2664 Manhattan Place,
Vienna, VA 22180
Attn: Ina Nenneringer
Tele. No. (703) 631-2003

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 \$ 0.00 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 \$ 3,084.09 per annum (the "Annual Service Charge"), payable in advance Quarterly 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 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 AHJ requirements and/or changes to applicable laws, 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 _____

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

TYCO INTEGRATED SECURITY LLC

CUSTOMER: Westbriar Plaza Condo

Presented by: _____
(Signature of Tyco Sales Representative)

Accepted By: Ina Nenneringer
(Signature of Customer's Authorized Representative)

Sales Agent: Dane Gaines
Sales Representative Registration Number (if applicable): _____

Ina Nenneringer
(Name Printed)

Title: President

Date Signed: 4-9-13

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. Intentionally left blank - Services have not been purchased.
A.2. Communication Facilities. Intentionally left blank – Alarm Monitoring Services have not been purchased.
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. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.
A.11. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.
A.12. 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) Select Link - Immediate Response Information System (IRIS) (b) 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 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 dials 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

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, 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, 5520 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) 618-8600; 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, -205386, -002833, -001438, -003379, -004452, -205572, LU001160; HI C27996; IL 127-000364; MA 45-C; MI A-0639, 3601202182 - 4182 Pier North Dr. Ste. D, Flint, MI 48504; MN TS00021; NC 846-CSA-Alarm Systems Licensing Bd., 1631 Midtown Pl., Ste.104, Raleigh, 27609 (919) 875-3611; NM 056126; 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: PA10083; RI AFC0126; 18004; TN ACC-216, -241, -255, -773, -173, -937, -294, -748, -511, -934, -1227; TX B00536-140 Heimer Rd. Ste. 100, San Antonio, TX 78232 - Texas Private Security Bureau, 5805 N. Lamar Blvd., Austin 78752; 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. MS 15005633

Additional information is available at www.tycois.com or by calling 1-800-2TYCOIS. FL: EF0001121.

©2012 TYCO. All rights reserved.

Clubhouse
Started 7/26/13



COMMERCIAL SALES AGREEMENT

TOWN NO. 0660-N. Virginia
CUSTOMER NO. _____ JOB NO. _____ PO NO. _____ ESTIMATE NO. 1-QC3A9K

Access

DATE: 3/8/2013

Tyco Integrated Security LLC ("Tyco")

Dane Gaines
7399 Boston Blvd,
Springfield, VA 22153-2805
Tele. No. _____

Westbriar Plaza Unit Owners Association
d/b/a: Westbriar Plaza Clubhouse
("Customer")
Customer Billing Information
11350 Random Hills Rd, Suite 800
Fairfax, VA 22030
Attn: Jennifer Ramsey
Tele. No. (703) 279-6556

Customer Premises Served
2662 Manhattan Place,
Vienna, VA 22180
Attn: Ina Nenninger
Tele. No. (703) 631-2003

SHIPPED NOV 06 2013

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 **\$7,559.40** ("Installation Charge") with **\$0.00** 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 **\$283.31** per annum (the "Annual Service Charge"), payable in advance Quarterly 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 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 AHJ requirements and/or changes to applicable laws, 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 _____

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

TYCO INTEGRATED SECURITY LLC

CUSTOMER: Westbriar Plaza

Presented by: _____
(Signature of Tyco Sales Representative)

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

Sales Agent: Dane Gaines
Sales Representative Registration Number (if applicable): _____

Ina Nenninger
(Name Printed)

Title: President

Date Signed: 3-11-13

With the Access Control system being the primary requirement of the 3 (Alarm System, Camera System, and Access Control System), a permit fee is included within this quote. It will not be included on the Alarm or CCTV quote as 1 permit can be used for all three systems since it would be for the same location.

Internet Access:

- If Internet is not yet accessible at the time of installation, a stand-a-lone computer will be needed as a temporary solution to managing the cards.

If this is the case, software will be required (not included).

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, Indemnification (Sale of Access/Video Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access Equipment and Services shall be provided by Tyco under the terms and conditions of this Agreement. The Equipment and Services provided by Tyco under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) architectural, engineering, or design professional services. If any other equipment or services are requested by or provided to Customer, then such equipment and/or services shall be provided under a separate written agreement executed by Customer and Tyco which shall contain the alarm industry specific terms and conditions found on www.tycois.com/standardtandc.

1. Indemnity. (a) Tyco shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of Tyco's agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or Customer's property (e.g., equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences therefrom that the Equipment or Services were intended to deter, detect or avert. (b) Customer shall defend, indemnify and hold Tyco, its affiliates, and their respective officers, directors, agents and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of Tyco's agents and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of Customer's use of the Equipment and/or Services.

2. Limitations on Liability. If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. Tyco's Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to deter, detect, avert or record. Tyco is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts Tyco charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services provided and are unrelated to any such risk of loss. Tyco does not undertake and assumes no liability for such risk by providing the Equipment and/or Services. If Tyco is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences therefrom which the Equipment and/or Services are intended to deter, detect, avert or record, Tyco's liability shall be limited to the sums paid by Customer for the Equipment or Services at issue as Customer's sole remedy. 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; 52.222-35; 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 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



COMMERCIAL SALES AGREEMENT

TOWN NO.
0660-N. Virginia

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-QC3A9K

ADDITIONAL TERMS AND CONDITIONS

Tyco Integrated Security LLC ("Tyco")

Dane Gaines
7399 Boston Blvd,
Springfield, VA 22153-2805
Tele. No.

Westbriar Plaza Unit Owners Association
d/b/a: Westbriar Plaza Clubhouse
("Customer")
Customer Billing Information
11350 Random Hills Rd, Suite 800
Fairfax, VA 22030
Attn: Jennifer Ramsey
Tele. No. (703) 279-6556

DATE: 3/8/2013

Customer Premises Served
2662 Manhattan Place,
Vienna, VA 22180
Attn: Ina Nenninger
Tele. No. (703) 631-2003

Notwithstanding anything in the Agreement to the contrary, Tyco 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.

TYCO INTEGRATED SECURITY LLC

Presented by: _____
(Signature of Tyco Sales Representative)

Sales Agent: Dane Gaines
Sales Representative Registration Number (if applicable): _____

CUSTOMER: Westbriar Plaza

Accepted By: Ina Nenninger
(Signature of Customer's Authorized Representative)

Ina Nenninger
(Name Printed)

Title: President

Date Signed: 3-11-13

Tyco Integrated Security
10405 Crosspoint Blvd
Indianapolis, IN 46256

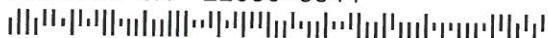
RECEIVED JAN 13 2014

January 4, 2014

7502 6000 MULTI RP 04 01042014 NNNNNNN 0003495 S1 T35
8319 1 MB 0.402

#BWNKFYG
#841300661003108#

WESTBRIAR PLAZA UNIT
OWNERS ASSOCIATION
11350 RANDOM HILLS RD SUITE 800
FAIRFAX VA 22030-6044



For Service At:

WESTBRIAR PLAZA,
2662 MANHATTAN PL
CLUBHOUSE
VIENNA, VA 22180

Re: Customer No.: 01300-166003148

Dear Customer:

As a valued customer of Tyco Integrated Security, you have come to expect the highest quality in products and services. Every day, Tyco Integrated Security protects businesses across America.

As your business changes and grows, know that you can look to us to help meet your needs, with current technology, an advanced network of monitoring centers, and a broad range of products and services.

Visit our Web site today at www.TycoIS.com. There you will find a number of valuable services available to help you manage multiple aspects of your operations from any web-enabled device. Here are just a few examples:

Account Management: DataSource makes it possible to security access your security system account data and reports, including near real-time alarm activity, alarm history, service ticket information, online billing and more. You can also run custom security reports and create links to them for faster, ongoing access and control.

Managed Video: Manage Video services can help provide you with an increased level of security while decreasing your potential for loss. Using your existing video surveillance infrastructure, you can seamlessly connect to our video monitoring and security management service.

Managed Access: Through this web-based interface, Managed Access provides 24/7 remote security management and administration of an unlimited number of your specified locations. The system allows you to communicate systems changes online, and requires no dedicated on-site computer or software.

Hosted Access: Manage the security access of your employees to protected points of entry in each of your facilities with Hosted Access. This service enables you to control security in multiple facility locations simultaneously and in real-time, all through on web browser.

In order to continue to provide the high level of services, and continue to meet your needs, we will, consistent with your agreement, need to increase the monitoring service rate on your system by \$0.76 per month. This increase will be reflected on your invoice for the month of April 2014. The increase will allow us to continue to improve the high quality alarm security services that you expect.

We are committed to service excellence when installing, monitoring and servicing your security system. If you have any questions about your system or your protection concerns, we can be reached at 800.2.TYCO.IS. You can also find more information about TycoIS anytime at www.TycoIS.com.

Thank you for choosing Tyco Integrated Security.

Sincerely,

Tyco Integrated Security Account Services



Tyco Integrated Security
10405 Crosspoint Blvd
Indianapolis, IN 46256

RECEIVED JAN 13 2014

January 4, 2014

7502 6000 MULTI RP 04 01042014 NNNNNNNN 0003493 S1 T35
8317 1 MB 0.402

#BWNKFY
#874200661003100#
WESTBRIAR PLAZA UNIT
STE #800 OWNERS ASSOC.
ATTN: JENNIFER RAMSEY
11350 RANDOM HILLS RD
FAIRFAX VA 22030-6044

For Service At:
WESTBRIAR PLAZA UNIT
2664 MANHATTAN PL
OWNERS ASSOCIATION
VIENNA, VA 22180



Re: Customer No.: 01300-166002478

Dear Customer:

As a valued customer of Tyco Integrated Security, you have come to expect the highest quality in products and services. Every day, Tyco Integrated Security protects businesses across America.

As your business changes and grows, know that you can look to us to help meet your needs, with current technology, an advanced network of monitoring centers, and a broad range of products and services.

Visit our Web site today at www.TycoIS.com. There you will find a number of valuable services available to help you manage multiple aspects of your operations from any web-enabled device. Here are just a few examples:

Account Management: DataSource makes it possible to security access your security system account data and reports, including near real-time alarm activity, alarm history, service ticket information, online billing and more. You can also run custom security reports and create links to them for faster, ongoing access and control.

Managed Video: Manage Video services can help provide you with an increased level of security while decreasing your potential for loss. Using your existing video surveillance infrastructure, you can seamlessly connect to our video monitoring and security management service.

Managed Access: Through this web-based interface, Managed Access provides 24/7 remote security management and administration of an unlimited number of your specified locations. The system allows you to communicate systems changes online, and requires no dedicated on-site computer or software.

Hosted Access: Manage the security access of your employees to protected points of entry in each of your facilities with Hosted Access. This service enables you to control security in multiple facility locations simultaneously and in real-time, all through on web browser.

In order to continue to provide the high level of services, and continue to meet your needs, we will, consistent with your agreement, need to increase the monitoring service rate on your system by \$8.22 per month. This increase will be reflected on your invoice for the month of April 2014. The increase will allow us to continue to improve the high quality alarm security services that you expect.

We are committed to service excellence when installing, monitoring and servicing your security system. If you have any questions about your system or your protection concerns, we can be reached at 800.2.TYCO.IS. You can also find more information about TycoIS anytime at www.TycoIS.com.

Thank you for choosing Tyco Integrated Security.

Sincerely,

Tyco Integrated Security Account Services



TOWN NO. 46000-N, Virginia 660	CUSTOMER NO. 0249803	JOB NO.	PO NO.	ESTIMATE # 1-8RUGPI
--------------------------------------	-------------------------	---------	--------	------------------------

RIDER
For Additional Equipment and/or Services

THIS RIDER made on 12/31/09 is part of and is to be attached to Agreement made on 10/13/09 by and between ADT Security Services, Inc. hereinafter called "ADT", and Westbrar Plaza Unit Owners Association, d/b/a: hereinafter called "Customer", for the ADT System in the premises of the Customer at: 2663 Manhattan Place, , in the City of Vienna, State of VA 22180.

SHIPPED NOV 0 8 2013

The Customer hereby requests, and ADT agrees, to install the following additional Services and/or Equipment:

Qty	Product Name	Location
1	System - Closed Circuit Television	
1	Quality Service Plan (QSP) and Inspections - QSP Only	
2	ADCDH3885CN - VR, Discover, color, 530 TVL, NTSC, 3.8-9.5mm AI, Nite saver, in/outdr, clear bubble	
1	Tech to train local board members on DVR use to retrieve data.	

THERE IS NOTHING ON THE REVERSE SIDE OF THIS RIDER

The Customer hereby agrees to pay ADT, its Agents or Assigns, the sum of \$1,261.29 PLUS APPLICABLE TAX(ES) payable upon signing of this Agreement and the balance payable upon completion of the installation, and to pay in addition the additional sum of \$132.16 PLUS APPLICABLE TAX(ES) per annum payable in advance.

The parties hereto mutually agree that the aforesaid Agreement, of which this Rider is made a part, is and shall be and remain in full force and effect in accordance with all the terms and conditions thereof, modified only as in this Rider specifically provided. It is further agreed to that the original expiration date of the referenced Agreement shall be extended for a period of 5 years. This Rider is not binding unless approved in writing by an authorized representative of the Company described above as ADT.

ADT SECURITY SERVICES, INC.	CUSTOMER
By: <u>P. O. Chh</u> (Signature) Phonpeth Chanthana	By: <u>[Signature]</u> (Signature) Authorized Representative
Approved (Signature):	Date Signed: <u>12-31-09</u>
By: <u>[Signature]</u> ADT Authorized Representative	Date Signed



ADT Always There
ADT Security Services, Inc.

TOWN NO. 0660-N. Virginia 660	CUSTOMER NO. 02478	JOB NO. 01	PO NO.	ESTIMATE # 1-8VL533
--	------------------------------	----------------------	--------	------------------------

COMMERCIAL SALES AGREEMENT

DATE 10/13/2009

SHIPPED NOV 06 2013

ADT Security Services, Inc. ("ADT") Phonpeth Chanthana 14434 Albemarle Point Pl, Suite 120 Chantilly, VA 20151 Tele. No.	Westbriar Plaza Unit Owners Association d/b/a: Herein after called ("Customer") 2663 Manhattan Place, Vienna, VA 22180 Attn: Anthony Simone Tele. No. (703) 631-2003
--	--

ADT to install Equipment and furnish the Service(s) (collectively, the "System") indicated in this Agreement:

Type of Transaction	Direct Sale (equipment to become property of the Customer upon payment of Selling Price indicated below in full).
---------------------	---

Customer agrees to pay the Sum of \$14,038.46 ("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). For the Service(s) provided as indicated above, Customer agrees to pay service charges in the amount of \$1,266.42 per annum (the "Annual Service Charge"), payable in advance 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 a/an Annual basis unless terminated by either party upon written notice at least 30 days prior to the anniversary date. ADT shall have the right to increase Annual Service Charge(s) after 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 (collectively, "Fees").

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.

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.

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.

Sales Agent Registration Number (if applicable):

Presented By: Phonpeth Chanthana (Signature)

Sales Agent: Phonpeth Chanthana 10/13/09

e-Form 2881-E07 (07/2009)

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

IF MAINTENANCE SERVICE IS DECLINED, CUSTOMER MUST INITIAL HERE _____

CUSTOMER ACCEPTANCE

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).

In signing this Agreement, Customer agrees to the terms and conditions contained in all the pages of the Agreement. It is understood that the terms and conditions in the Agreement shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the Schedule of Protection 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.

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".

Accepted and Agreed:

By: [Signature] (Signature of Customer's Authorized Representative)
Name Printed: _____
Title: UT 10/13/09
Date

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.

©1997-2009 ADT - ALL RIGHTS RESERVED

License Information: AL Alabama Electronic Security Board of Licensure, 7956 Vaughn Rd., Montgomery 36116, (334) 264-9388; AK 256239, 5520 Lake Ollis Pkwy., Anchorage, AK 99507; 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 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, -01123, -0478, EF20000341, -0413, EG0000164; GA LVA205374, -205386, -002833, -001438, -003379, -004452, -205572, LU001160; HI C27996; IL 127-000364; MA 45-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; 846-CSA; 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; RI AFC0126; 18004; TN ACC-216, -241, -255, -773, -173, -937, -294, -748, -511, -934, -1227; TX B00536, Texas Private Security Bureau, 5805 N. Lamar Blvd., Austin 78752; UT 297869-6501; VA 11-1878; 11-1879; 11-3247; 11-3635; 11-3863; Alarm Security Contracting 2701-035978A exp. 01/31; WA ECOS 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 Always There
ADT Security Services, Inc.

TOWN NO.	CUSTOMER NO.	JOB NO.	PO NO.	ESTIMATE #
0660-N. Virginia				1-8VL533
660	02498	01		

TERMS AND CONDITIONS

A. Central Station Signal Receiving and Notification Service - shall be provided by ADT if this Agreement includes a charge for Service. If an alarm signal registers at ADT's CMC, ADT shall endeavor to notify the appropriate Police or Fire Department and the designated representative of the Customer. 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.

If ALARM VERIFICATION SERVICE is being furnished, it is mutually understood and agreed that equipment is being installed which, as to certain locations in the premises, will require the activation of two sensing devices, or a second activation of a single alarm sensor, or a continuous alarm event from a single sensor, in order for an alarm signal to be transmitted.

Customer shall assume full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises. The Customer represents that any vault to be protected by ADT hereunder by sound or vibration detector systems has the minimum construction characteristics prescribed by the Underwriters' Laboratories, Inc. The Customer agrees to test any ultrasonic, microwave, capacitance or other electronic equipment designated prior to setting the alarm system for closed periods, according to procedures prescribed by ADT, and to notify ADT promptly if such equipment fails to respond to the test. 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.

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. (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 may be 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) 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, ETC., 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 ("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 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.

B. Warranty: If the transaction type is a "Direct Sale", any part of the system, including the wiring, installed under this Agreement which proves to be defective in material or workmanship within ninety (90) days of the date of completion of installation will be repaired or replaced at ADT's option with a new or functionally operative part. Labor and material required to repair or replace such defective components will be free of charge for a period of ninety (90) days following the completion of the original installation. This Warranty does not apply to the "Conditions Not Covered by Warranty" listed below (the "Conditions") and if Customer calls ADT for service under the Warranty and upon inspection by ADT's representative it is found that one of these Conditions has led to the inoperability or apparent inoperability of the system, a charge will be made for the service call of ADT's representative whether or not he actually works on the system. Should it actually be necessary to make repairs to the system due to one of the Conditions, a charge will be made for such work at ADT's then applicable rates for labor and material. Service will be furnished by ADT during ADT's normal working hours of 8:00 A.M. to 4:30 P.M. Monday through Friday, except holidays. Conditions: (a) Damage or extra service time 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 improper operation per instructions; (c) Adjustments necessitated by Video camera misalignment, improper monitor brightness and contrast tuning dials, or inadequate lighting on viewing area; (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, fuse and circuit breakers; (g) System changes requested by Customer.

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 PURCHASER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL LOSSES OR DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER, INCLUDING ADT'S NEGLIGENCE, SHALL BE REPAIR OR REPLACEMENT AS SPECIFIED ABOVE. ADT SHALL 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, AND HOWEVER OCCASIONED, WHETHER ALLEGED AS RESULTING FROM BREACH OF WARRANTY OR CONTRACT BY ADT OR NEGLIGENCE OF ADT OR OTHERWISE.

C. Maintenance. If Customer purchased maintenance service on any of the Equipment, ADT will, upon Customer's request, provide ordinary maintenance and repair of the covered equipment due to normal wear and tear and bear the expense thereof. The expense of all extraordinary maintenance and repair due to alterations in the Customer's premises, alterations of the system made at the request of the Customer, or made necessary by changes in the Customer's premises, damage to the premises or to the alarm system, or to any cause beyond the control of ADT, shall be borne by the Customer. The Customer agrees to furnish any necessary electric current through the Customer's meter and at the Customer's own expense with an outlet within 10 feet of the ADT Control Panel. It is mutually agreed that the work of installation and ADT's repairs of the system shall be performed between ADT's normal working hours of 8:00 A.M. to 4:30 P.M., Monday through Friday, except holidays. EXCLUSIONS: Maintenance on the following devices will be provided only on a time and material basis: (1) window foil, (2) security screens, (3) exterior mounted devices, (4) PROM (Programmable Read Only Memory), (5) Equipment subject to the Conditions Not Covered by Warranty listed in Paragraph B. above, (6) computer hardware, software, or computer networks.

It is understood and agreed that ADT's obligation relates to the maintenance solely of the specific equipment covered under the Maintenance Service Contract, and that ADT is in no way obligated to maintain, repair, service, replace, operate or assure the operation of any device or devices of the Customer or of others not installed by ADT. If not contracted for before the expiration of the Warranty, ADT will enter into a Maintenance Service Contract only after inspecting the system and making any necessary repairs or replacements to the system at a charge to the Customer for labor and/or material at ADT's then prevailing rates.

INSPECTIONS - ADT will provide the number of inspections of the System only as specified in this Agreement and such inspections shall be performed during ADT's normal working hours of 8:00 A.M. to 4:30 P.M., Monday through Friday, except holidays and subject to "EXCLUSIONS" set forth in Paragraph C, above for maintenance.

D. Investigator Response Service. If Customer has purchased Investigator Response Service, such services shall be provided according to the level selected as follows:

Level I - Exterior Investigation: Upon receipt of a burglar alarm signal from the Customer's premises, ADT, in addition to notifying the Police Department as indicated above, will endeavor to notify the Customer's designated representative and also endeavor to dispatch a representative to the Customer's premises. The representative will make an investigation of the exterior of the premises from his vehicle. At the conclusion of the representative's investigation, ADT will notify the Customer's designated representative of the results of the investigation.

TERMS AND CONDITIONS ARE CONTINUED ON THE NEXT PAGE



ADT Always There
ADT Security Services, Inc.

TOWN NO. 0660-N. Virginia 6660	CUSTOMER NO. 02478	JOB NO. 01	PO NO.	ESTIMATE # 1-8VL533
--------------------------------------	-----------------------	---------------	--------	------------------------

COMMERCIAL SALES AGREEMENT

DATE 10/13/2009

ADT Security Services, Inc. ("ADT") Phonpeth Chanthana 14434 Albemarle Point Pl, Suite 120 Chantilly, VA 20151 Tele. No.	Westbriar Plaza Unit Owners Association d/b/a: Herein after called ("Customer") 2663 Manhattan Place, Vienna, VA 22180 Attn: Anthony Simone Tele. No. (703) 631-2003
--	--

ADDITIONAL TERMS AND CONDITIONS

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.

The foregoing modifications and/or additional terms and conditions are not binding unless approved in writing by an authorized representative of ADT.

Accepted and Agreed:

ADT SECURITY SERVICES, INC.	CUSTOMER
By: <u>Phonpeth Chanthana</u> (Signature) Phonpeth Chanthana	By: <u>[Signature]</u> (Signature) Authorized Representative
Approved (Signature):	Date Signed: <u>10/13/09</u>
By: <u>[Signature]</u> 10/13/09 ADT Authorized Representative Date Signed	

Clubhouse
Started 7/26/13



COMMERCIAL SALES AGREEMENT

TOWN NO.
0660-N. Virginia

CUSTOMER NO. 13 JOB NO. PO NO. ESTIMATE NO. 1-QC6ASZ

Cameras

SHIPPED NOV 06 2013

DATE: 3/8/2013

Tyco Integrated Security LLC ("Tyco")

Dane Gaines
7399 Boston Blvd,
Springfield, VA 22153-2805
Tele. No.

Westbriar Plaza Unit Owners Association
d/b/a: Westbriar Plaza Clubhouse
("Customer")

Customer Billing Information
11350 Random Hills Rd, Suite 800
Fairfax, VA 22030
Attn: Jennifer Ramsey
Tele. No. (703) 279-6556

Customer Premises Served
2662 Manhattan Place,
Vienna, VA 22180
Attn: Ina Nenninger
Tele. No. (703) 631-2003

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 \$6,516.47 ("Installation Charge") with \$0.00 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 \$633.17 per annum (the "Annual Service Charge"), payable in advance Quarterly 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 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 a/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 AHJ requirements and/or changes to applicable laws, 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 _____

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

TYCO INTEGRATED SECURITY LLC

CUSTOMER: Westbriar Plaza

Presented by: _____
(Signature of Tyco Sales Representative)

Accepted By: Ina Nenninger
(Signature of Customer's Authorized Representative)

Sales Agent: Dane Gaines
Sales Representative Registration Number (if applicable): _____

Ina Nenninger
(Name Printed)

Title: President

Date Signed: 3-4-13

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. Intentionally left blank - Services have not been purchased.

A.2. Communication Facilities. Intentionally left blank – Alarm Monitoring Services have not been purchased.

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. Data Hosting/Storage Services. Intentionally left blank - Services have not been purchased.

A.11. Mobile Security Management ("MSM") Services. Intentionally left blank - Services have not been purchased.

A.12. 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) Select Link - Immediate Response Information System (IRIS) (b) 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 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 dials 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. (a)System Requirements. Customer will provide: (i) adequate illumination under all operational conditions for the proper operation of any video camera(s); (ii) any required 110 AC power supply; and (iii) appropriate space for monitors. (b)Audio Monitoring/Recording. Customer's decision to install video equipment with audio recording and/or monitoring capability ("Video with Audio") is based solely on Customer's own independent business judgment, without any involvement or approval of Tyco. Certain laws may limit or preclude the use of Video with Audio. By installing Video with Audio in Customer's premises, Customer accepts the responsibility of knowing and fully complying with all applicable laws, including but not limited to all requirements that clear and conspicuous notice be posted in Customer's premises warning of Customer's use of audio recording and/or monitoring equipment on its premises.

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, Indemnification (Sale of Access/Video Equipment and Installation Only). Notwithstanding anything to the contrary in this Agreement or any purchasing document presented by Customer, only Video and/or Access Equipment and Services shall be provided by Tyco under the terms and conditions of this Agreement. The Equipment and Services provided by Tyco under this Agreement will not include: (a) burglar and/or fire detection or alarm equipment or monitoring, maintenance, inspection or other services; (b) security guard services; or (c) architectural, engineering, or design professional services. If any other equipment or services are requested by or provided to Customer, then such equipment and/or services shall be provided under a separate written agreement executed by Customer and Tyco which shall contain the alarm industry specific terms and conditions found on www.tycois.com/standardandc.

1.Indemnity. (a) Tyco shall defend, indemnify and hold Customer, its corporate affiliates, and their respective officers, directors, agents and employees harmless from damage, liability and expense resulting from the negligent acts or willful misconduct of Tyco's agents and employees committed while performing Services on Customer's premises, to the extent that they are the direct cause of the loss, damage or injury to third parties or Customer's property (e.g., equipment dislodging and striking a third party due to improper installation), as opposed to being caused by an occurrence or the consequences therefrom that the Equipment or Services were intended to deter, detect or avert. (b) Customer shall defend, indemnify and hold Tyco, its affiliates, and their respective officers, directors, agents and employees, harmless from damage, liability and expense to the extent that any such loss is not directly caused by the negligent acts or willful misconduct of Tyco's agents and/or employees, or arises out of any claim related to invasion of privacy, infliction of emotional distress, harassment, violation of eavesdropping/wiretapping laws or similar claims arising out of Customer's use of the Equipment and/or Services.

2. Limitations on Liability. If Customer uses the Equipment and/or Services to aid in monitoring or controlling the location or activities of persons on or about its property and premises, Customer acknowledges that the Equipment and/or Services are not intended to be the sole means for doing so. Tyco's Equipment and Services do not cause and cannot eliminate occurrences of the events they are intended to deter, detect, avert or record. Tyco is not an insurer of the safety or security of any person, entity or property, or against the risks attendant to a person's presence in, or ingress to or egress from any building, property or area that may be monitored by the Equipment and/or Services. The amounts Tyco charges Customer are not insurance premiums. Such charges are based upon the value of the Equipment and Services provided and are unrelated to any such risk of loss. Tyco does not undertake and assumes no liability for such risk by providing the Equipment and/or Services. If Tyco is nevertheless found liable under any legal theory for loss, damage or injury caused directly or indirectly by occurrences or the consequences therefrom which the Equipment and/or Services are intended to deter, detect, avert or record, Tyco's liability shall be limited to the sums paid by Customer for the Equipment or Services at issue as Customer's sole remedy. 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;



COMMERCIAL SALES AGREEMENT

TOWN NO.
0660-N. Virginia

CUSTOMER NO.

JOB NO.

PO NO.

ESTIMATE NO.
1-QC6ASZ

ADDITIONAL TERMS AND CONDITIONS

DATE: 3/8/2013

Tyco Integrated Security LLC ("Tyco")

Dane Gaines
7399 Boston Blvd,
Springfield, VA 22153-2805
Tele. No.

Westbriar Plaza Unit Owners Association
d/b/a: Westbriar Plaza Clubhouse
("Customer")

Customer Billing Information
11350 Random Hills Rd, Suite 800
Fairfax, VA 22030
Attn: Jennifer Ramsey
Tele. No. (703) 279-6556

Customer Premises Serviced
2662 Manhattan Place,
Vienna, VA 22180
Attn: Ina Nenninger
Tele. No. (703) 631-2003

Notwithstanding anything in the Agreement to the contrary, Tyco 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.

TYCO INTEGRATED SECURITY LLC

Presented by: _____
(Signature of Tyco Sales Representative)

Sales Agent: Dane Gaines
Sales Representative Registration Number (if applicable): _____

CUSTOMER: Westbriar Plaza Condo. Assn.

Accepted By: Ina Nenninger
(Signature of Customer's Authorized Representative)

INA NENNINGER
(Name Printed)

Title: President

Date Signed: 3-11-13