

**Modern System Concepts**

P.O. Box 266699  
Houston, TX 77207-6699

APPROVAL  
DATE  
JAN 10 2006  
CODE

**COUNTERFORCE**



January 9, 2006

Site Address:

Bellavita Home Owner's Association  
Bellavita Home Owner's Association  
9575 Katy Fwy  
Houston, TX 77024

Billing Address:

Bellavita Home Owner's Association  
Bellavita Home Owner's Association  
9575 Katy Fwy  
Houston, TX 77024-1406

Account# 3713208

Bellavita Home Owner's Association:

Modern System Concepts and Counterforce USA would like to inform you of certain changes concerning your alarm system monitoring agreement.

As a result of an alliance entered into on December 29, 2005, Modern System Concepts transferred its contract rights under your monitoring contract to Counterforce USA, a subsidiary of United Technologies. Counterforce is a fully licensed and well-established alarm monitoring company, which provides a broad range of alarm monitoring services to over 150 thousand residential and commercial subscribers throughout the United States.

Counterforce will assume the monitoring services for your alarm system from Tutor Monitoring (800-222-9836) on or before February 15<sup>th</sup> and will immediately assume the billing and customer service function for your account as well. Counterforce will engage Modern System Concepts to continue providing local service and support for your alarm system. You may contact Counterforce USA's technical support department directly at the toll free number, 1-866-882-3872 (option 3) to schedule any future warranty or service issues.

There will not be any change in any of the provisions of your alarm monitoring contract, including your monthly monitoring fee and existing product warranties. If your monthly fees are deducted from a bank account or credit card, or if you wish to initiate that convenience at this time, please complete the back of this form and return it to us in the enclosed envelope. The Counterforce name will appear on all future bank or credit card statements.

We are enclosing an Emergency Notifications and Dispatch Policy form. Although your present contact information has been carried over, please take this opportunity to complete the form and return it to us in the enclosed return envelope so that we have an up to date record of your contacts and password. Please insert the account number shown in the upper left of this letter in the appropriate space on the form.

It is recommended that you test your system periodically to insure that it is functioning properly and sending signals to the monitoring center. Since the monitoring of your system is being transferred to Counterforce, it is very important that you perform a system test on or after February 15<sup>th</sup> to confirm that the system is communicating with the response center. You can reach our technical support department directly at the number provided above to assist you with this test.

We want to assure you that your security needs will continue to be met by the staff at Counterforce USA with the quality you have come to expect from Modern System Concepts. If we can be of any assistance to you, or if you have any questions about the foregoing, please do not hesitate to contact us at the numbers shown below. Thank you for your business and the trust you have placed in us.

Sincerely,

Mark Popkowski  
Modern Systems Concepts  
1-281-599-7388

Nicole Shelvin - Customer Service Supervisor  
Counterforce USA, L.P.  
1-866-882-3872

Account# 3713208

CUSTOMER # \_\_\_\_\_

ACCOUNT # \_\_\_\_\_

- Repairs + installs after the 1st year.

- Service Fire Panel in [unclear]

# MODERN SYSTEM CONCEPTS, INC.

5730 Teague, Houston, Texas 77041

281-599-7388

## MONITORING AGREEMENT

This agreement made this 14 day of June, 2002 between MODERN SYSTEM CONCEPTS, INC. or its assigns, hereinafter called the "Company" and BelleVita Homeowners Association, hereinafter called the "Subscriber", for MONITORING SERVICE of the alarm or control system located at the following address and is subject to any and all of the conditions as set forth in this agreement.

Street 15452 Riverchase City Deerwood Zip TX Tel. 77581

### Type of Service

- Local alarm transmitter
- Long range radio/cellular
- Other \_\_\_\_\_

### Monthly Rates

- Monthly Bill \$35.00 + TAX  
\$37.89
- Other \$ \_\_\_\_\_

1. The Company, its assigns or sub-contractors will monitor signals received from the Subscriber for a charge as stated above. The billing cycle may be changed by written request of the subscriber. All charges are payable in advance, with the first payment made in the amount of THIRTY FIVE DOLLARS + NO/100 + TAX \$35.00 + TAX
2. The Subscriber agrees to pay the Company for all invoices submitted to the Subscriber within 20 days of billing dates. If any such invoices are in dispute, the Company is to be notified within 20 days of the billing date.
3. The term of this contract is for 1 year from the date of the contract and shall be renewable for periods of one year until written cancellation of service is received. Either party may give the other notice 30 days in advance of the termination of this agreement, with or without cause.
4. The Company or it assigns may cancel this agreement immediately for nonpayment of any and all invoices submitted to the subscriber, at which time the balance of the term of the contract becomes due and payable.
5. It is understood that the Company, its assigns or sub-contractors do not own any of the equipment at the Subscribers' location and is not responsible for the operation or non-operation of that equipment. It is understood that testing of the equipment is the responsibility of the Subscriber and the Subscriber must notify the Company, in writing, of the improper operation of the system(s).
6. **COMPANY'S LIABILITY-DISCLAIMER OF WARRANTIES:** The Company, its assigns, or sub-contractors do not warranty or represent that the alarm system(s), or control system(s) can not or may not be compromised or circumvented or that the system(s) will in any or all cases prevent any loss by burglary, hold-up, fire, medical alert, or otherwise; or that the system(s) will in all cases provide the protection for which it was installed or intended. The Subscriber acknowledges that the Company is not an insurer; that the Subscriber assumes all risk for loss or damage to the Subscriber's premises or to its contents; that the Company has made no representations or warranties, expressed or implied except, as set forth herein; and Subscriber acknowledges that he has read and understands all of this agreement.
7. **COMPANY NOT AN INSURER-LIQUIDATED DAMAGES:** It is understood and agreed by and between all parties of this contract that the Company is not an insurer and that the payments of charges are based solely upon the value of the services provided for herein and are unrelated to the value of the Subscriber's property or of the property of others located on or in the Subscriber's premises. The Subscriber does not intend this agreement to provide for the liability of the Company, its assigns or sub-contractors, and the Subscriber agrees that the Company shall not be liable for loss or damage due directly or indirectly to any occurrence or consequences therefrom, which the service is designed to detect or avert; that from the nature of the service to be performed, it is impractical and extremely difficult to fix the actual damages, if any, which result from the failure on the part of the Company, its assigns or its sub-contractors to perform any of its obligations herein or the failure of the system(s) to properly operate. The Company does not represent that the system(s) being monitored cannot be circumvented or guarantee that it will in all cases provide protection for the Subscriber's property. Accordingly, the Subscriber understands and agrees that if the Company, its assigns, or sub-contractors should ultimately be held liable for loss or damage due to a failure of service for the Subscriber's property, in any respect whatsoever, the Company, its assigns, or sub-contractors, liability shall be limited to a sum equal to the total of Five Hundred Dollars (500.00), as liquidated damages and not as a penalty, and this liability shall be exclusive. The provisions of this section shall apply, if loss or damage, irrespective of cause of origin, results directly or indirectly to persons or property from performance or non-performance of the obligations imposed by this contract, or from negligence or other tort, active or otherwise, of the Company, its agents, assigns, employees, or sub-contractors.

Initial \_\_\_\_\_

8. **SUBROGATION:** If the Subscriber desires the Company to assume a greater liability or responsibility than that set forth herein to either the Subscriber or the Subscriber's insurance carrier by way of subrogation, then an additional price be quoted and paid. The Subscriber does hereby, for himself, his insurance carrier, and all parties claiming under him, release and discharge the Company, its assigns, or sub-contractors, from and against all hazards covered by the Subscriber's insurance, it being expressly understood and agreed that no insurance company or insurer will have any right of subrogation against the Company.

9. **INCREASE IN MONTHLY SERVICE RATES:** In accordance with the terms and conditions set forth herein, after the expiration of the first year, from the date of this agreement, the Company may at its option, increase the monthly service charge after giving the Subscriber 60 days notice of its intent to do so. In the event the Subscriber shall be unwilling to pay said increased monthly charge, the Subscriber may terminate this agreement with thirty (30) days notice to the Company, provided that the Subscriber shall not be in default of any of the terms and conditions of this agreement.

10. **AUTHORIZATION:** The Subscriber agrees to furnish to the Company, in writing, the names, addresses, and phone numbers of those individuals authorized to enter the premises of the account being monitored during secured hours. When the Company is required to monitor opening and closing times of the premises the Subscriber must supply, in writing, the opening and closing times. The Subscriber hereby authorizes and directs the Company, its assigns, or sub-contractors to cause the arrest of any person or persons and to detain such person or persons until released by the Subscriber or an authorized known representative of the Subscriber, and in all such cases the Subscriber hereby indemnifies and agrees to hold the Company, its assigns, or sub-contractors, harmless from all liability, cost, damage or expense caused by or which results from any such arrest or attempt to arrest.

11. **PERMITS and FEES:** Subscriber agrees to pay and acquire all Village, City, Town or Municipal licenses, permits and fees, or taxes involving the use of the alarm system. Subscriber agrees to pay any false alarm assessments, taxes, fees, or charges relating to the installation or services provided under this agreement which are authorized or imposed by any governmental body or other organization to whose facilities the service is directly or indirectly connected.

12. **ATTORNEY and COLLECTION FEES:** In the event it shall become necessary for the Company to institute legal proceedings to collect the monthly charge, monitoring fees or any other charges made payable herein, then, and in such proceedings, the Subscriber shall pay to the Company, its assigns, or sub-contractors, reasonable attorney's fees, where permitted by law.

13. **NULLIFICATION and INTERPRETATION:** A judicial determination nullifying any clause or condition herein shall not be deemed to nullify the balance of this agreement, which shall remain in full force and effect. The sections, bold lettering and other headings used herein are for convenience only and are not to affect the construction of, or to be taken into consideration in interpreting this agreement. Unless the context otherwise requires, words in the singular include the plural and words in the plural include the singular, and use of gender shall be applicable to all genders.

14. **PROGRAMMING and DEPROGRAMMING:** The Subscriber agrees, upon request, to allow the Company, its assigns, or sub-contractors access to the system(s) for the purpose of programming or deprogramming the monitoring portion of the system(s).

15. **CANCELLATION or DEFAULT:** The subscriber agrees that, for value received, the cancellation or default of this contract, by the subscriber, during the initial term of the contract, may only be accomplished by accelerated payment of the balance of the term remaining on the contract. This accelerated payment amount shall be immediately due, in full. To cancel this agreement after the initial term or subsequent renewal periods a 30 day written notice is required prior to expiration date of the contract.

SALES Mark C Popkowski

APPROVED \_\_\_\_\_

SIGNATURE Jeanne Tott - Bellevite HOA  
Board of Director  
SUBSCRIBER

PRINT Jeanne Tott

S.S.# \_\_\_\_\_ DATE 6/17/02

DRIVERS LICENSE # \_\_\_\_\_