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Monitor
Agreement

HIDALGO COUNTY PRECINCT #2
ATTN: STAN
1429 S. TOWER RD.
ALAMO, TX
454-5724

Scope of work: Wireless Monitoring Services at the above address.

MONTHLY MONITORING:

12 UL LISTED MONITORING
(WIRELESS MONITORING)

PRICE:
\$25.00ea.

CATALOG:
OTHER SERV.

TOTAL INVESTMENT

\$300.00+TAX EXEMPT

493-15

Texas BuyBoard Catalog ~~412-15~~

Acceptance of Proposal

We agree to the above system design and the terms listed below, and authorize Superior Alarms to commence work. We also agree to sign a commercial sales agreement.

Terms: P.O. number, Balance upon completion

Respectfully,
Flor E. Salazar
Sales Representative

Accepted By: _____
Date: _____

COMMERCIAL ALARM MONITORING AGREEMENT

ACCOUNT NUMBER _____ COMMUNICATOR MAKE & MODEL DATE ON LINE Vista 32FB-a DEALER Superior | Flor

SUBSCRIBER
Hidalgo County Precinct #2
 ADDRESS 2802 S. Closter
 CITY Edinburg STATE TX ZIP CODE 78503
 TEL NO. () _____ () _____
 FAX NO. () _____ S.S. NO. _____
 TOL # _____ Email _____

COMPANY
Superior Alarms
 600 Ash Avenue, McAllen, TX 78501
 Ph. (956) 682-6005
 FAX (956) 213-1179

LOCATION OF ALARM DEVICES
 Physical Address 1429 S Tower Rd. City Alamo State TX Zip _____
 Directions to Subscriber's Location: _____

CONDITIONS MONITORED
 Fire Hold-up Burglar Panic Low Battery Medical Close Open Other _____

TYPE OF INSTALLATION
 Business Warehouse Office Store Factory Other _____

CODES ZONES / DESCRIPTIONS (ATTACH SEPARATE SHEET OF PAPER IF NECESSARY)

ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY		AUDIBLE		ALARM CODE	ALARM ZONE	CONDITION	COMMENTS / AREA PREMISES INSTRUCTIONS	VERIFY		AUDIBLE	
				YES	NO	YES	NO					YES	NO		

LOCAL AUTHORITIES TO BE NOTIFIED

CODE	AUTHORITY	NAME	TELEPHONE NUMBER
	Local Police Department	_____	() _____
	Local Fire Department	_____	() _____
	Other	_____	() _____
	Other	_____	() _____

AUTHORIZED INDIVIDUALS TO BE NOTIFIED
 IN ORDER OF PRIORITY (individuals to be notified in the event of an alarm condition. Calls are made in sequence until contact is made.)

	NAME	PRIMARY PHONE # (Desc)	ALTERNATE PHONE # (Desc)	CODE WORD
1		()	()	
2		()	()	
3		()	()	
4		()	()	
5		()	()	

Phone Descriptions are: B = Beeper, C = Car, D = Digital Pager, H = Home, W = Work, V = Voice Pager

FOR OPEN / CLOSE MONITORING ONLY

Check for appropriate open/close
 Log only (no action) Supervised (action outside specified timed) Action to be taken _____
 Supervised schedule below: use your local time.

	SUN	MON.	TUES.	WED.	THURS.	FRI.	SAT.
OPEN							
CLOSE							

Activity Report Yes No Monthly

Early Open Allowance _____
 Late Open Allowance _____
 Late Close Allowance _____
 Mailed to: _____

FEES • TERMS • PAYMENTS

INITIAL TERM: 3 Year(s) Annual Fee \$ 300⁰⁰ + tax
3 No. of payments equal payments of \$ 300⁰⁰, each payable Annually on the 1st day of Every Year, beginning March 2018 and continuing regularly and annually thereafter.

Subject to Terms and Conditions of this Agreement (including those on the reverse side), the Subscriber agrees to subscribe for monitoring by Company.
SUBSCRIBER MUST SIGN IN THREE PLACES

ACCEPTED:
 By _____ Title _____
 Date _____
 For Office Use Only Typed by _____ Checked by _____

SIGNATURE OF SUBSCRIBER _____ DATE _____

WHITE - SUPERIOR ALARMS PINK - CUSTOMER COPY
 FOR SUPERIOR CENTRAL STATION, INC. USE ONLY REV. A

Monitoring Information Approved By _____ Date _____
 Monitoring Information Entered By _____ Date _____
 Billing Information Completed By _____ Date _____
 Billing Information Entered By _____ Date _____
 Form Filed in Customer File By _____ Date _____

Approved by: _____
 Date _____

TERMS AND CONDITIONS OF ALARM MONITORING AGREEMENT

I. Introductory Provisions

This Alarm Monitoring Agreement (hereinafter called the "Agreement") is entered into the date of acceptance thereof by the Company between the Company and the Subscriber and is set forth on the first page of this Agreement.

II. Monitoring Service

A. Subscriber has furnished to Company on the front page of this Agreement under heading "Authorized Individuals To Be Notified" with a written list in order of priority, of the names and telephone numbers (hereinafter called a "station" in the singular, and "stations" in the plural) of those responsible parties Subscriber designates Company notify (in sequence until contact is made) if Company receives any emergency signal emanating from an alarm protective device (hereinafter called "alarm device") located on the premises of Subscriber. Company shall have no responsibility for failure to receive or relay any party at a station (hereinafter called the "Premises"). Company shall have no responsibility for the names or telephone numbers of the stations. All changes and revisions to stations shall be supplied to Company in writing, signed by Subscriber and shall be effective only after a reasonable time (but not less than 24 hours) after the notification is received by Company.

B. Company shall monitor the alarm devices and conditions and a permit mailed under heading "Conditions Monitored" on the front page of this Agreement, and Company disclaims (and Subscriber accepts that Company is disclaiming) any obligation to monitor the occurrence of any other conditions on the Premises. Company agrees only (i) to monitor signals to Company from alarm devices of Subscriber, (ii) to respond to an alarm condition by direct telephone call to a station or stations designated by the Subscriber, and (iii) to notify the local authorities (depending on the alarm condition reported) listed under heading "Local Authorities to Be Notified" on the front page of this Agreement by direct telephone call in the event the response received from the Subscriber's designated station is unsatisfactory in the sole discretion of Company (hereinafter, collectively, called the "Service"), provided, however that Company shall have absolute discretion to determine which appropriate local authorities are to be notified depending on the alarm condition reported, and further provided that Company shall not be required to give notification of an emergency signal from the alarm devices of Subscriber if Company has reasonable grounds to believe that an emergency condition does not exist.

C. This Agreement as to Subscriber shall become effective only when (a) Subscriber shall have completed, to the extent necessary to Company, the "Conditions Monitored" on the front page of this Agreement and shall have signed the Agreement in the two indicated places, (b) an authorized agent of Company shall have signed this Agreement in the two indicated places, (c) the information on the front page required of Subscriber, (d) Company shall have accepted payment of the initial installment of the fee (as hereinafter defined) to be paid for the Service by Subscriber, and (e) when the installer (or other qualified individual) of the alarm devices on the premises of Subscriber has sent an acceptable test signal and acknowledged as acceptable by Company on the alarm devices of Subscriber which fulfills the conditions of Conditions Monitored.

III. Monitoring Service Fees and Renewal

A. For the Service provided to Company under this Agreement, Subscriber agrees to pay Company the fee (hereinafter called the "fee") set forth under the heading "Fees" on the front page of this Agreement. In the event any installment of the fee is not paid within 10 days after due, Company may impose and collect from Subscriber a delinquency charge of 5% of the matured amount or \$5.00, whichever is more.

B. This Agreement shall be for the term set forth in the heading "Fees - Terms - Payments" on the front page of this Agreement, and shall be automatically renewed for successive periods of time thereafter on the same terms and conditions (except for the fee and method of payment thereof) to Company unless either Subscriber or Company shall have notified the other of its decision to the contrary at least thirty (30) days prior to the expiration of initial Term or the next renewal period of this Agreement, as applicable. If, for any renewal period after the initial Term, Company shall determine an increase in the fee is appropriate, or a change in the payment schedule, Company shall notify Subscriber prior to the expiration of the period for cancellation of this Agreement, with respect to the renewal period, and this Agreement is not so canceled by Subscriber, the new fee and new payment schedule shall be deemed accepted by Subscriber and shall be applicable during the next renewal period and all subsequent renewal periods until again changed in accordance with this Agreement.

C. Subscriber shall be in default under this Agreement (i) if Subscriber shall fail to pay any installment of the fee within ten (10) days after due; (ii) if Subscriber shall fail to comply with any local or other governmental ordinances or laws which may require a license, permit, fee or other charge with respect to alarm devices; (iii) if Subscriber shall fail to pay any installment of the fee within ten (10) days after written notice thereof to Subscriber; or (iv) to the extent permitted by law, if bankruptcy or insolvency proceedings are commenced against Subscriber.

Upon the occurrence of any of such events of default, Company shall have the option, in its sole discretion, without any notice or demand whatsoever, (i) to terminate this Agreement, (ii) to suspend the Service and to recover the matured and unexpired amounts of the fee due from Subscriber and all other loss and damage with Company may suffer reason of such termination, including the cost of discontinuance of the Service to Subscriber or (iii) to recover the matured installments of the fee due from Subscriber and continue the Service to Subscriber in which case, Company shall be entitled to recover, in addition to the matured installments of the fee due, the fees due under this Agreement, plus interest thereon, and all other remedies provided by law, nor shall pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any of the other remedies herein provided constitute a forfeiture or waiver of any damages accruing to Company by reason of the violation of any of the terms, provisions and covenants of this Agreement. Forbearance by Company to enforce one or more of the remedies herein provided upon default by Subscriber shall not be deemed or construed to constitute a waiver of such default.

IV. Limitation of Liability

A. Company owns one of the alarm devices located on the Premises and has no responsibility for the condition and/or functioning thereof, and the maintenance, repair, service, replacement or insurance of the alarm devices are not the obligation or responsibility of Company. Also, without notice to either party, Subscriber, this Agreement may be suspended, in Company's sole discretion, should the alarm devices located on the Premises become inoperative or damaged to such an extent that further Service to the Subscriber is reasonably impracticable. The Company has and assumes no liability for interruption of service due to strike, riots, floods, fires, casualty, failure of equipment, acts of God, or any other causes beyond the reasonable control of Company. Company will not be required to supply Service to a Subscriber while the equipment of Subscriber is not in good working order at the Premises or the monitoring location of Company. Since dispatch of alarm devices to Company are usually received by means of a telephone system, Company shall not be responsible for interruption of service due to any telephone or telephone system failure. The availability of Service and response times are, in the main, governed by the telephone system, and Company assumes no liability for delays caused by said system regardless of where such failure is located.

B. Subscriber agrees to comply with any local or other governmental ordinances or laws which may require a license, permit, fee or other charge with respect to alarm devices. Subscriber understands that local governments or entities may impose fines, penalties or charges for any false alarm or signal which surmounts emergency aid unnecessarily. SUBSCRIBER AGREES TO ASSUME ALL RESPONSIBILITY FOR ANY FALSE ALARM OR EMERGENCY SIGNAL GIVEN BY THE ALARM DEVICES ON THE PREMISES. Subscriber agrees to indemnify Company against and hold Company harmless from any Losses (as hereinafter defined) with respect thereto. If Company reasonably determines that the alarm devices of Subscriber are generating an excessive number of false alarms or emergency signals, Company may, after written notice to Subscriber, require Subscriber to pay a reasonable surcharge fee for processing false alarms or emergency signals. If Company determines in its sole discretion that a reasonable surcharge is warranted, such surcharge shall be payable to Subscriber.

C. EVEN IF THE ALARM DEVICES OF SUBSCRIBER ARE TESTED REGULARLY AND THE COMPONENTS ARE OPERATING IN ACCORDANCE WITH SPECIFICATIONS, THERE CAN BE NO WARRANTY, REPRESENTATION OR GUARANTEE THAT IT WILL NOT BE COMPROMISED OR CIRCUMVENTED BEFORE THE ALARM DEVICES COMMUNICATE AN EMERGENCY SIGNAL TO COMPANY OR THAT IT WILL PROVIDE ADEQUATE WARNING IN ANY GIVEN SITUATION. For all these reasons, Subscriber is responsible for acquiring life and property with the types and amounts of insurance that Subscriber deems appropriate.

D. Company assumes no liability to Subscriber, or to anyone claiming through Subscriber (whether for the Service, except to the extent specified in Paragraph E, below, or for any other claim, demand or damage) for any loss or damage which may result from a fire which is not designed to provide insurance coverage. COMPANY MAKES NO WARRANTY, REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, TO SUBSCRIBER, THAT THE SERVICE WILL PREVENT LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR ANY OTHER LOSS BY BURGLARY, ROBBERY, FIRE OR OTHERWISE, OR THAT THE SERVICE WILL, IN ALL CASES, PROVIDE ADEQUATE WARNING OR PROTECTION, NOR DOES COMPANY HAVE OR ASSUME ANY RESPONSIBILITY TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHATSOEVER FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS SUSTAINED AS A RESULT OF ANY CAUSE WHATSOEVER INCLUDING THE NEGLIGENT PERFORMANCE BY COMPANY OR FAILURE TO PERFORM BY COMPANY ANY OBLIGATION UNDER THIS AGREEMENT. IF COMPANY OR COMPANY'S RELATED PARTIES (AS THAT TERM IS HEREINAFTER DEFINED) SHOULD, NEVERTHELESS, BE FOUND LIABLE TO SUBSCRIBER, OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR ANY LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE, ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE OR \$250.00, WHICH SHALL BE THE COMPLETE AND EXCLUSIVE REMEDY AGAINST COMPANY AND COMPANY'S RELATED PARTIES.

E. Subscriber acknowledges that it is impracticable and extremely difficult to fix the actual damage, if any, which may proximately result from a fire to Company for purposes of the obligations contained in this Agreement, because of, among other things: (1) the uncertainty and volatility of the value of the property of others kept on the Premises which may be lost, not destroyed, damaged or otherwise affected by occurrences which the Service is designed to prevent; and (2) the uncertainty of the response time of any police or fire department, should the police or fire department be dispatched by Company; and (3) the inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform.

SUBSCRIBER UNDERSTANDS AND AGREES THAT IF COMPANY OR COMPANY'S RELATED PARTIES SHOULD BE FOUND LIABLE TO SUBSCRIBER OR TO ANYONE CLAIMING THROUGH SUBSCRIBER, WHETHER DIRECTLY OR INDIRECTLY, FOR LOSS OF LIFE, PERSONAL INJURY, PROPERTY DAMAGE,

ECONOMIC OR OTHER LOSS ARISING UNDER OR RESULTING FROM THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, ON ANY BASIS WHATSOEVER, EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, COMPANY'S AND COMPANY'S RELATED PARTIES' COLLECTIVE TOTAL MAXIMUM LIABILITY TO SUBSCRIBER AND ANYONE CLAIMING THROUGH SUBSCRIBER IS LIMITED TO AND SHALL NOT IN ANY CASE EXCEED THE GREATER OF AN AMOUNT EQUAL TO ONE-HALF (1/2) THE FEE RECEIVABLE BY COMPANY UNDER THIS AGREEMENT OR \$250.00, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE EXCLUSIVE, COMPANY AND COMPANY'S RELATED PARTIES SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES EXCEPT TO THE EXTENT OF THE LIQUIDATED DAMAGES HEREIN PROVIDED.

In the event any third party, including any insurance carrier of Subscriber, a person claiming through Subscriber or any other third party, makes a claim or demand or seeks action against Company related in any manner to this Agreement or the Service regardless of cause or origin, whether based upon or due to alleged defects, acts or omissions, active or passive negligence, strict or product liability, breach of warranty or contract, or otherwise, Subscriber agrees to indemnify Company and to hold Company harmless against all Losses in excess of the monetary limits provided in Paragraph D and E of this Section.

G. WHEN SUBSCRIBER AGREES TO INDEMNIFY COMPANY IN THIS AGREEMENT, SUBSCRIBER (AT HIS SOLE COST AND EXPENSE) AGREES TO INDEMNIFY, KEEP INDEMNIFIED, DEFEND AND HOLD COMPANY, AND ANY OF ITS PRESENT OR FUTURE OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, SUBSIDIARIES, AGENTS, SUCCESSORS, ASSIGNEES, CONTRACTORS, LICENSEES OR AFFILIATES AND ANY OTHER PERSON WHOMSOEVER ACTING FOR OR ON BEHALF OF COMPANY (COLLECTIVELY, HEREIN CALLED "COMPANY'S RELATED PARTIES") HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, DAMAGES, LOSSES, LIABILITIES, FEES (INCLUDING ATTORNEY'S FEES), COSTS (INCLUDING COSTS OF COURT), AND EXPENSES (COLLECTIVELY, HEREIN CALLED "LOSSES") IN ANY WAY OR MANNER WHATSOEVER ARISING FROM OR ATTRIBUTABLE TO THE MATTER(S) BEING INDEMNIFIED AGAINST EVEN IF THE RESULT OF THE NEGLIGENCE OF COMPANY AND/OR COMPANY'S RELATED PARTIES, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, ACTIVE OR PASSIVE, ORDINARY OR GROSS, EACH AND EVERY COVENANT BY SUBSCRIBER TO INDEMNIFY AND HOLD COMPANY HARMLESS SHALL SURVIVE THE EXPIRATION, TERMINATION OR CANCELLATION OF THIS AGREEMENT.

ACKNOWLEDGMENT OF CUSTOMER

SUBSCRIBER SPECIFICALLY ACKNOWLEDGES THAT THE LIMITED LIABILITY ASPECT OF THIS AGREEMENT CONSTITUTES THE ESSENCE OF SAME AND SUBSCRIBER SPECIFICALLY AGREES TO BE BOUND, WITHOUT LIMITATION OR RESERVATION, TO EACH AND EVERY PROVISION OF THE PARAGRAPHS CONTAINED IN THE "LIMITATION ON LIABILITY" SECTION OF THIS AGREEMENT INCLUDING THOSE PARAGRAPHS REDUCING, LIMITING OR ELIMINATING WARRANTIES, REPRESENTATIONS, CONTRACTUAL OBLIGATIONS AND DAMAGES AND REQUIRING INDEMNIFICATION. SUBSCRIBER FULLY UNDERSTANDS THAT EXECUTION OF THIS ACKNOWLEDGEMENT CONSTITUTES A SPECIFIC INDUCEMENT FOR COMPANY TO EFFECTUATE THIS AGREEMENT.

SUBSCRIBER

V. Assignment, Transfer or Subcontracting

A. Company may assign its rights, obligations under this Agreement, in whole or in part, without any written consent of Subscriber. Subscriber hereby consents to and shall acknowledge every such assignment or subcontract as shall be requested by written notice given by Company to Subscriber. Subscriber further covenants and agrees that: (i) any such assignment or subcontract shall have and be deemed to exercise any and all discretion, rights and powers of Company under this Agreement, to such subcontractor or assignee's liability shall be limited as set forth in this Agreement to the same extent as Company's (ii) after notice from Company to do so, Subscriber will perform all of his obligations under this Agreement for the benefit of the subcontractor or assignee, and will pay all installments of the fee and any and all other amounts payable to Company by Subscriber under this Agreement to such subcontractor or assignee or to any other party designated by such subcontractor or assignee, notwithstanding any defense or claim of whatever nature, either by reason of breach of this Agreement or otherwise which Subscriber may not or hereafter may have against Company. Subscriber, in assigning his right to have recourse directly against Company on account of any such defenses or claims, and if all Company shall fully assign its rights under this Agreement, shall execute and give written notice to Subscriber, then Company shall be released from and after the date of such Assignment of further responsibility under this Agreement (such provision not altering the provisions of clause (i) above) and (iv) Subscriber shall execute and deliver to Company and its assignee or subcontractor such documentation or instruments as Company or its assignee or subcontractor may reasonably require.

B. This Agreement is not assignable by Subscriber except upon the written consent of Company, which shall be at Company's sole discretion.

VI. Miscellaneous

A. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and shall be mailed by first class or express mail, postage prepaid, registered or certified with return receipt requested, or sent by telex, telegram, mailgram, or other similar form of rapid transmission, or persons delivered to the receiving party. All such communications shall be mailed, sent or delivered to the physical address indicated on the first page of this Agreement or at such other address as either party may have furnished the other party in writing. Any communication so addressed and mailed shall be deemed to be given when so mailed, and any notice so sent by rapid transmission shall be deemed to be given when receipt of such transmission is acknowledged by the receiving operator or equipment, and any communication so delivered in person shall be deemed to be given when received for by Subscriber or Company, as the case may be. All notices by Company notifying Subscriber that an installment of the fee is due shall be mailed by first class mail, postage prepaid, to the billing address of Subscriber indicated in the introductory portion of this Agreement (or such other address as Subscriber has furnished pursuant to the provisions of this Paragraph A) and such invoices so addressed and mailed shall be deemed to be given when so mailed.

B. This Agreement shall be governed by the laws of the State of Texas and the United States of America. This Agreement may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement, and merges and cancels all prior agreements, commitments, representations, negotiations, writings, negotiations and discussions between them except that all acknowledgments, understandings and warranties made by Company herein shall survive the execution and delivery of this Agreement. Headings to Sections of this Agreement have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions hereof. The pronouns used in this Agreement shall be construed as masculine, feminine or neuter, singular or plural as the occasion may require. Unless the context otherwise specifies or requires, the informational terms defined, defined and amplified on the first page of this Agreement shall have the same meaning throughout this Agreement. All schedules or exhibits annexed hereto and all documents referred to herein are hereby incorporated in and made a part of this Agreement as set forth in full therein. Each individual signing this Agreement represents and warrants to every party hereto that he is duly authorized to execute same in the capacity stated and as an act of the entity for whom he signs. Time is of the essence in this Agreement and each and every provision thereof. If any provision of this Agreement is held legal, invalid or unenforceable under present or future laws, such provision shall be fully severable, and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part thereof, and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid or unenforceable provision, there shall be automatically added as a part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable. This provision shall be deemed paramount and control over all other provisions of this Agreement. This Agreement shall be binding on the heirs, personal representatives, successors and assigns of the parties hereto. This Agreement may be executed in counterparts, each of which shall be equally effective as an original and all of which, together, shall constitute one and the same instrument. Wherever Company is entitled to consent to any act, matter or thing, "with or without cause" or wherever in this Agreement any act, matter or thing is to be "satisfactory to Company", "acceptable to Company", "approved by Company", or words of similar import, or whenever in this Agreement Company is entitled to act or not to act "in its sole discretion" or otherwise whenever in this Agreement Company is given discretion, such discretion, acceptance, consent, approval or satisfaction (or lack thereof) may be withheld or exercised by Company as the case may be, for any reason or for no reason, whether or not such refusal or exercise is arbitrary, uncontrolled or unreviewable, and any such refusal or exercise shall not be subject to appeal or to adjudication by courts of law or otherwise.

C. This Agreement is binding on Company only if signed on the first page of this Agreement by a duly authorized representative of Company. This Agreement may only be altered or modified by a document in writing signed by both parties hereto.