

EXHIBIT D

Commercial Security System and Services Agreement Addendum

Alarm Company ("Alarm Co"):

Customer #: 10721

Subscriber ("Sub"):



Main Office



Colorado Branch, DBA

ALARM DETECTION SYSTEMS, INC.

SAFE SYSTEMS, INC.

1111 Church Rd., Aurora, IL 60505

421 S. Pierce Ave., Louisville, CO 80027

630.844.6300 adsalarm.com

303.444.1191 safe-systems.com

Arrowhead Golf Course

26W151 Butterfield

Wheaton, IL 60187

This Addendum is part of an agreement dated May 28, 2015 currently in effect between Alarm Co and Sub (herein the "Agreement"). These terms and conditions shall be in addition to the Agreement. In the event of a conflict between this Addendum and any other document, including the original Agreement or Sub's purchase order, this Addendum shall control. Wireless transmitting equipment, CPU chip, software, data, passcode to the software and the transmitting and receiving equipment necessary for monitoring service remains the property of Alarm Co. Title and ownership of all other equipment, wiring and apparatus shall ☐ remain with Alarm Co, or ☒ transfer to Sub upon full payment of the purchase price. Additional or changed systems, components, or services are as follows:

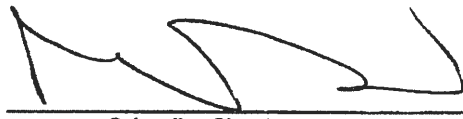
QTY	DESCRIPTION	LOCATION	EXISTING
1	FIRELITE MS9200 ADD-ON	Maintenance Building	
2	Outdoor Wall Strobe Red		
2	Wall Horn Low Frequency Red		
1	Remote Lcd Annunciator		
2	Addressable Pull Station		
2	Addressable Mini Monitor Module	Waterflow, OSY	
2	Relay Module		
	10' 3/4" EMT CONDUIT		
	14/2 Plenum FPLP Red (AV)		
	16/2 Plenum FPLP Red (Data)		
	18/4 Reg FPL Red (ANNC)		
	16/2 Reg FPL Red (Data)		
	14/2 Reg FPL Red (AV)		
We Provide			
Alarm Detection Systems shall utilize prevailing wage labor to complete the installation. The proposed additional fire alarm system devices shall be interfaced on to the existing MS9200 Fire Alarm Control Panel located in the Maintenance Building.			
Customer Provides			
Customer to provide a dedicated 1" conduit raceway between the maintenance building and the new storage building for the fire alarm.			
Customer to provide the waterflow switch on the sprinkler system riser pipe and O.S.Y. valve tamper switches on the sprinkler system to be connected to the fire alarm system.			
Additional			
If an additional auxiliary booster power supply is required to be installed to power the fire alarm horn/warning notification devices in the new storage building, the additional charge shall be \$1,020.00.			

Sub shall pay Alarm Co the additional sum of \$ 6,231.57, of which 1/2 is to be paid upon signing of this Agreement or when billed to Sub shortly thereafter, and the unpaid amount is to be paid upon substantial completion of installation, and shall pay for ongoing services the additional sum of \$ 60.00 per month, payable quarterly in advance. A late payment charge of 1 1/4% per month may be added to all amounts that remain unpaid for more than thirty (30) days, which is an Annual Percentage Rate of 19.56%. Monthly charges may be prorated to coincide with standard periods.

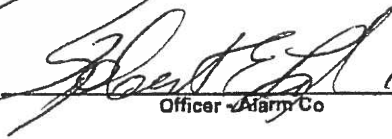
THE AGREEMENT, AS AMENDED BY THIS ADDENDUM, SHALL REMAIN IN FULL FORCE AND EFFECT FOR A PERIOD OF 60 MONTHS FROM THE DATE ON WHICH THE MONTHLY CHARGES OR TIME AND MATERIAL CHARGES UNDER THIS ADDENDUM BECOME EFFECTIVE, AND THEREAFTER SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE EQUAL TERMS. THIS AGREEMENT IS TERMINABLE BY EITHER PARTY UPON WRITTEN NOTICE BY FIRST CLASS USPS MAIL TO "CUSTOMER SERVICE, 1111 CHURCH ROAD, AURORA, IL 60505" OR BY EMAIL TO CUSTOMERSERVICE@ADSALARM.COM, MADE AT LEAST THIRTY DAYS PRIOR TO THE END OF THIS OR ANY RENEWAL TERM. THIS ADDENDUM WILL NOT BE BINDING UPON ALARM CO UNTIL EITHER (1) SIGNED BY AN OFFICER OF ALARM CO OR (2) ALARM CO PROVIDES THE EQUIPMENT OR STARTS THE ADDITIONAL SERVICE.

By: **Greg Hansen**

Authorized Representative - Alarm Co

 12/18/20
Subscriber Signature Date

Approved

 12-21-2020
Officer - Alarm Co

Michael J. Benard
Subscriber Printed Name

ADDITIONAL TERMS AND CONDITIONS

1. You consent and agree that we may collect (including your consent to record your telephone conversations with our representatives), use, disclose, and transfer your personal information, and that of third parties provided by you, to our parents, affiliates, subsidiaries, and our successor corporations, any sub-contractor or assignee of this Agreement or any authority having jurisdiction that requests such information to administer alarm monitoring services or alarm system license, permit or similar programs.

2. Upon Sub's failure to pay any sums due Alarm Co under this Agreement, or upon termination of service by Sub or Alarm Co, Alarm Co may terminate its obligations under this Agreement and remove any Alarm Co owned radio equipment, wiring and apparatus from Sub's premises or alternately abandon all or any portion of the System. If Sub does not permit Alarm Co to recover all Alarm Co owned radio, equipment, wire and apparatus, monthly charges will be continued solely as a rental fee for such equipment (with no other services to be provided by Alarm Co) until Alarm Co is allowed to recover its equipment.

3. When Alarm Co initiates services to Sub in whole or in part at the request of Sub, or as a result of the acquisition of Sub from another alarm company, Alarm Co shall have no duty to test signaling unless Alarm Co reprograms or installs new monitoring equipment. Alarm Co will then test one signal of each type to be monitored (e.g., burglar, hold up, duress, fire alarm, fire trouble, fire supervisory). Unless specifically requested to do so in writing by Sub, Sub has no expectation and Alarm Co has no duty to (A) perform a partial or complete System test during any service visit, whether to reprogram control, repair a defect or at any other time, or (B) re-engineer System or verify its compliance to current code even when System of Sub, through the passing of time, changes in the code or otherwise, is not code compliant.

4. The parties agree that it would be very difficult, if not impossible, to ascertain actual damages for any breach of Agreement by Sub, and the parties agree that Sub shall immediately pay to Alarm Co, upon any breach, or upon premature cancellation of service by Sub, as and for liquidated damages, the sum of seventy-five percent (75%) of any charges remaining to be paid under the terms and life of this Agreement. The parties further agree that Sub shall pay all court costs, collection fees and reasonable attorney's fees of thirty-three and one-third percent (33 1/3%) of all monies remaining to be paid under this Agreement, if Alarm Co places this Agreement in the hands of an attorney for collection.

5. Sub hereby agrees that Alarm Co shall have the right to amend the terms and conditions of this Agreement, including but not limited to service charges, at any time or times beginning six (6) months after the date of this Agreement by giving Sub written notice a minimum of sixty (60) days in advance of the effective date of such change. If Sub is unwilling to accept the amended terms and conditions and notifies Alarm Co in writing by sending a letter by first class USPS mail to "Customer Service, 1111 Church Road, Aurora, IL 60505" or by email to CustomerService@adsalarm.com, at least thirty (30) days prior to the effective date of such modification, Alarm Co shall be permitted, at its sole option, upon written notice to Sub, to terminate this Agreement as if the term had expired or, in the alternative, to allow this Agreement to remain in full force and effect without further notice. Failure to notify Alarm Co in writing at least thirty (30) days prior to the effective date of the amendment will constitute Sub's consent to amend, and all other terms and conditions of this Agreement shall remain in full force and effect.

Paragraphs 6-10, Intentionally omitted.

11. LIMITATION OF LIABILITY. ALARM CO AND ITS DIRECTORS, OFFICERS, SHAREHOLDERS, AGENTS, ASSIGNS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR MANUFACTURERS PROVIDING PORTIONS OF THE EQUIPMENT, INSTALLATION, OR SERVICES FOR SUB (INCLUDING, BUT NOT LIMITED TO, SIGNAL CARRIERS, TELEPHONE COMPANIES, MUNICIPAL AGENCIES, MONITORING PROVIDERS), ALL HEREINAFTER REFERRED TO AS "OTHERS," ARE NOT AN INSURER. IN ADDITION TO THE LIMITATIONS OF LIABILITY CURRENTLY IN FORCE, ALARM CO AND OTHER'S LIABILITY FOR ALL LOSS, DAMAGE, OR EXPENSE DUE TO DATA BREACH, ACCESS TO OR DISCLOSURE OF ANY PERSON'S OR ORGANIZATION'S CONFIDENTIAL OR PERSONAL INFORMATION, INCLUDING, BUT NOT LIMITED TO PATENTS, TRADE SECRETS, PROCESSING METHODS, CUSTOMER LISTS, FINANCIAL INFORMATION, CREDIT CARD INFORMATION, HEALTH INFORMATION OR ANY OTHER TYPE OF NONPUBLIC INFORMATION; OR THE LOSS OF, LOSS OF USE OF, DAMAGE TO, CORRUPTION OF, INABILITY TO ACCESS, OR INABILITY TO MANIPULATE ELECTRONIC DATA IS EXPRESSLY LIMITED AS SET FORTH HEREIN. SHOULD THERE ARISE ANY LIABILITY ON THE PART OF ALARM CO OR OTHERS FOR ANY DAMAGES OF ANY KIND, (INCLUDING GROSS NEGLIGENCE) OF ALARM CO OR OTHERS, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF 10% OF THE ANNUAL SERVICE CHARGE OR \$2,000.00, WHICHEVER IS GREATER, COLLECTIVELY FOR ALARM CO AND OTHERS, AS LIQUIDATED DAMAGES AND NOT AS A PENALTY AS SUB'S EXCLUSIVE REMEDY.

12. INDEMNIFICATION. IF ANYONE OTHER THAN SUB ASKS ALARM CO OR OTHERS TO PAY FOR ANY HARM OR DAMAGES (INCLUDING PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) CONNECTED WITH OR RESULTING FROM (I) A FAILURE OF THE SYSTEM OR SERVICES, (II) ALARM CO'S OR OTHER'S OWN NEGLIGENCE, (III) ANY OTHER IMPROPER OR CARELESS ACTIVITY OF ALARM CO OR OTHERS IN PROVIDING THE SYSTEM OR SERVICES OR (IV) A CLAIM FOR INDEMNIFICATION OR CONTRIBUTION, SUB WILL REPAY, RESPECTIVELY, TO ALARM CO OR OTHERS (A) ANY AMOUNT WHICH A COURT ORDERS ALARM CO OR OTHERS TO PAY OR WHICH ALARM CO OR OTHERS REASONABLY AGREE TO PAY, AND (B) THE AMOUNT OF ALARM CO'S OR OTHER'S REASONABLE ATTORNEY'S FEES AND ANY OTHER LOSSES AND COSTS THAT ALARM CO OR OTHERS MAY PAY IN CONNECTION WITH THE HARM OR DAMAGES. UNDER NO CIRCUMSTANCE, SHALL ALARM CO INDEMNIFY SUB.

13. WAIVER OF SUBROGATION. Sub hereby waives all claims for recovery against Alarm Co or Others for any loss or damage to any of Sub's property insured under valid or collectible insurance policies. This waiver of subrogation rights shall extend to all forms of subrogation, including but not limited to equitable and conventional subrogation, and shall be binding on any and all assignees or subrogees of Sub's rights. Sub agrees to shift the risk of loss to its insurers who have expressly contracted to accept the risk of loss as to Sub's property. Sub expressly and explicitly acknowledges that its insurers have undertaken said risk of loss as to its property and that those insurers have charged Sub a fee or premium commensurate with that undertaking of risk of loss. Sub will notify its insurance company of this release.

14. No suit or action shall be brought against Alarm Co or Others more than one year after the accrual of the cause of action. Sub also waives the right to initiate or participate in a class action litigation or arbitration against Alarm Co. In any action commenced by Alarm Co against a nonresidential Sub, Sub shall not be permitted to interpose any counterclaim. The interpretation of this Agreement shall not be construed against the drafter. This Agreement is deemed executed in Kane County, Illinois, shall be governed by Illinois law and venue shall be exclusive in the Circuit Court of Kane County, Illinois should any dispute between Alarm Co and Sub be litigated. The parties hereby waive any objection they may have to jurisdiction or venue of any such suit, and further waive trial by jury in any action between them.

Down Payment / Progress Billing / Final Billing

Customer #: 10721

Name: Arrowhead Golf Course

Proposal #: PRO-165319

Quote #: QT-0035191

Please identify your preferred payment method for all Down Payment, Progress or Final Billing related to the work for which you have contracted.

☐ I would like to pay via Credit Card

☐ I would like to pay via Bank Account ACH

☒ Please email an Invoice immediately, and we will pay upon Receipt *project completion.*

~~Down Payment Percent: 50 %~~

Person to contact to obtain the information above Brian Morrow

Phone # of person stated above 630-510-4975

E-Mail of person stated above b.morrow@wheatonparks.org

Our contract administrator will call the person above to securely record credit card or bank account information upon receipt of the signed contract. Please advise them we will be calling.

Signed

Brian Morrow