

ADDENDUM TO SKYTRACKER™ RENTAL AGREEMENT

ARTICLE 1: DELIVERY AND ACCEPTANCE: Equipment Provider agrees to deliver the Equipment to Renter at the place specified on each Rider, and Renter agrees to accept such delivery. The obligation of Equipment Provider to deliver the Equipment shall be excused, and Equipment Provider shall not be liable, for any causes beyond the reasonable control of Equipment Provider (including, but not limited to, delays caused by fire, labor difficulties, delays by carriers and materialmen, governmental authority or late delivery by the manufacturer of the Equipment) and, in the event of a delay in such delivery, Equipment Provider shall deliver the Equipment to Renter as soon as reasonably possible thereafter. Renter shall inspect the Equipment promptly upon delivery and within five (5) days following delivery, Renter shall furnish to both the Administrator and Equipment Provider a written statement in which Renter specifies any objections to the Equipment. Notwithstanding the foregoing, Renter shall be deemed to have accepted the Equipment if Renter shall fail to furnish such statement to Administrator or Equipment Provider within such five (5) day period. Renter's acceptance (or deemed acceptance) shall be deemed effective as of the delivery date and the rentals, as hereinafter set forth, shall accrue from the delivery date.

ARTICLE 2: NET AGREEMENT: This is a net Agreement: Renter's obligation to pay Administrator and Equipment Provider all rentals and other amounts hereunder, unless such obligation shall be terminated pursuant to the express provisions of this Agreement, shall be absolute and unconditional and Renter shall not be entitled to any abatement or reduction of, or set-off against, such rentals or other amounts, irrespective of any claim, counterclaim, recoupment, defense or other right which Renter may have, directly or indirectly, against the Program Administrator or Equipment Provider, the manufacturer of the Equipment or any other person or entity including, but not limited to, the satellite service carrier.

ARTICLE 3: TITLE AND USAGE:

3.1. Title: Renter acknowledges and agrees that Renter will not have or obtain any title to the Equipment hereof. Title solely belongs, initially, to the Program Administrator, then shall pass to the Equipment Provider upon payment by Renter of rents totaling the cash advance to Renter plus Administrator fees. Renter will not mortgage, pledge, or otherwise encumber the Equipment and shall keep the Equipment free from any liens or encumbrances created by or through Renter.

3.2. Usage: Throughout the continuance of this Rental Agreement or any extension or renewal thereof, so long as Renter is not in default hereunder, Renter shall be entitled to quiet enjoyment of the Equipment from the date the Rental Agreement becomes effective and shall use the Equipment; (a) in the normal course of its business, in a careful and proper manner, and for the purposes for which the Equipment was designed, (b) in compliance with the terms and conditions of the Rental Agreement(s), these Rules, the NASCorp Business Rules, Equipment Provider's Operating Manual(s), and all laws, ordinances and regulations, relating to the use and maintenance of the Equipment, and (c) only in locations specified in the Rental Agreement(s), unless Renter has otherwise received specific written authorization from the Program Administrator and Equipment Provider to locate the Equipment to its distribution site(s) in any other state(s) where Renter operates.

3.3. Subrental: Renter shall not have the right to subrent the Equipment unless prior approved by both the Equipment Provider and Program Administrator. In any such event that a subrental of the equipment is approved by the Equipment Provider and Administrator, such subrental shall only be pursuant to written subrental agreement(s) which specify the names of the subrenters and the locations of the Equipment that is being sub-rented and where an executed agreement by the subrenter is held by the Renter. Renter shall maintain executed copies of such subrentals at its principal office and shall make the same available for the Administrator's or Equipment Provider's inspection at reasonable business hours. No subrenter of the Equipment shall relieve Renter from any of its obligations to the Administrator or Equipment Provider under this Agreement.

ARTICLE 4: MAINTENANCE AND REPAIRS; ALTERATIONS:

4.1. Equipment Maintenance & Repairs: Renter shall, at its expense, maintain the Equipment in the field in good condition, working order and repair, and shall supply and install all replacement parts, i.e., batteries, hall sensors, and accessories, when required to keep the Equipment in such condition. Such parts and accessories shall become the property of the Administrator, then the Equipment Provider and shall be included under the terms hereof. The Equipment Provider shall warrant the equipment against manufacturing defects or faulty components for the Program Administrator and Renter. Such warranty coverage shall be exclusive of acts of God, misuse, abuse or wrongful use of the Equipment.

4.2. Alterations: Renter shall not alter the physical structure of the Equipment.

ARTICLE 5: LOSS, DESTRUCTION OR DAMAGE:

5.1. Lost, Destroyed or Damaged Equipment: Renter shall be responsible for and bear the entire risk of loss, theft, damage or destruction of the Equipment, from any cause whatsoever, and shall indemnify both the Program Administrator and Equipment Provider from the loss or destruction of, or damage to, the Equipment, or any parts thereof, during the term of this Agreement or any extension or renewal thereof. In the event of damage to any Equipment, Renter shall immediately place the same in good repair and working order. If, however, Equipment Provider determines that any Equipment is damaged beyond repair, or has been lost, stolen or destroyed, then Renter will replace the unit at its own expense at the rates NASCorp typically charges for the equipment. No loss, theft, damage or destruction of any Equipment shall relieve Renter of the obligation to pay rent or of any other obligation hereunder.

5.2. Indemnification by Renter: Renter shall defend (if such defense is tendered to Renter), indemnify and hold Equipment Provider and Administrator harmless from and against all acts and does hereby release Administrator and Equipment Provider from, all claims, suits, liabilities, losses, damages, costs and expenses (including attorney's fees) including, without limitation, those relating to injuries or death resulting to persons and damage resulting to property, whether to agents or employees of Renter or their property; or to third parties or their property, in any way arising out of or resulting from the condition (without in any way limiting Renter's rights under any manufacturer's warranty), storage, use, loss of use, maintenance or operation of the Equipment. In all cases to which this indemnity agreement applies, Renter's obligation shall be to indemnify Equipment Provider and Administrator for the full amount of the claim, suit, liability, loss, damage, cost or expense involved. This provision applies to any extension or renewal term of this Agreement.

5.3. Loss of Use: Notwithstanding any provision contained herein to the contrary, Equipment Provider or Administrator shall not be liable to Renter for any damages, costs or losses which result from the loss of the use of any Equipment for any reason whatsoever.

ARTICLE 6: INSURANCE: If the cumulative replacement cost of all equipment rented to the renter by the Equipment Provider exceeds \$10,000, Renter shall, at its expense, insure the Equipment during the term hereof or any extension or renewal hereto, against all hazards including, but not limited to, fire, theft and extended coverage, such insurance to be reasonable satisfactory as to company and amount, but no less than the amount necessary to replace the equipment at the rates NASCorp typically charges for the equipment. Said insurance shall provide for at least ten (10) days' notice of cancellation to Equipment Provider and Administrator. Copies of all such policies or certificates thereof shall be promptly furnished to Equipment Provider and Administrator. All such policies shall name Equipment Provider and Administrator as additional insureds or shall be payable to Equipment Provider and Administrator as their interest may appear.

ARTICLE 7: TAXES AND OTHER CHARGES: Except as otherwise hereinafter provided, Renter shall pay, and shall indemnify and hold Equipment Provider and Administrator harmless from any and all fees, licenses, taxes, customs, duties or other charges imposed by any governmental entity (including penalties and interest thereon) and Renter shall be solely responsible for the filing of any necessary reports or returns related to the equipment that may be required in the jurisdiction where the Renter places the equipment. Should Renter fail to pay said taxes, fees and other charges herein specified, Equipment Provider or Administrator shall have the right, but shall not be obligated, to pay the same for the account of Renter, and, in such event, Renter shall reimburse Equipment Provider or Administrator, whichever advances payment, within seven (7) days after receipt or an invoice, the failure of which to pay shall be deemed an event of default hereunder. Notwithstanding the foregoing, Renter shall not be responsible for any tax imposed by the United States or any state or governmental subdivision thereof which is measured solely by the Administrator's or Equipment Provider's net income, unless such tax is in substitution for or releases Renter from the payment of any taxes for which Renter would otherwise be obligated under this Article.

ARTICLE 8: DEFAULT BY RENTER: If Renter defaults in the payment of any sum of money to be paid under any of the Rental Agreement(s) between the parties (including any extension thereof) and such default continues for a period of ten (10) days after the same is due and payable; or if Renter fails to perform any covenant or condition required to be performed by Renter which failure shall not be remedied within ten (10) days after notice thereof by Administrator and/or Equipment Provider to Renter; or if Renter shall dissolve, make or commit any act of bankruptcy, or if any proceeding under any bankruptcy, or insolvency statute or any laws relating to relief of debtors is commenced by Renter, or if any such proceeding is commenced against Renter and same shall not have been removed within thirty (30) days of the date of the filing thereof; or if an order, judgment or decree be entered by a

court of competent jurisdiction and continues unpaid and in effect for any period of thirty (30) consecutive days without a stay of execution; or if a writ of attachment or execution is levied on any Equipment and is not discharged within ten (10) days thereafter, the Program Administrator or Equipment Provider may exercise one or more of the following remedies with respect to the Equipment:

8.1. Immediately terminate this Agreement and Renter's rights hereunder and recover from Renter the value, at the time of termination, of the rental due for the Equipment hereunder.

8.2. Require Renter to return the Equipment to the Administrator or Equipment Provider, depending upon in which entity title rests, at Renter's expense. If Renter fails to so comply, Administrator or Equipment Provider may take possession of the Equipment without demand or notice and without court order or legal process, and, thereupon, Renter's right to use shall terminate, but Renter shall remain liable for the total rent for the initial or any subsequent extension or renewal term of this Agreement as set forth in the Rider(s) hereto. Renter hereby waives any damages occasioned by such taking of possession whether or not Renter was in default at the time possession was taken, so long as Administrator or Equipment Provider reasonably believes that Renter was in default at such time;

8.3. Sell the Equipment, at public or private sale for cash or credit, or re-rent the Equipment to such persons, at such rental and for such period of time as Administrator or Equipment Provider shall elect. Administrator or Equipment Provider shall apply the proceeds from such sale or rental, less all costs and expenses incurred in the recovery, repair, storage and selling or renting of such equipment, toward the payment of Renter's obligations hereunder. Renter shall remain liable for any rental deficiency, which, at the Program Administrator's or Equipment Provider's option, shall be paid monthly, as suffered, or immediately, or at the end of the term as damages for Renter's default;

8.4. Bring legal action to recover all rent or other amounts then accrued or thereafter accruing from Renter to the Program Administrator and/or Equipment Provider under any provision hereunder; or

8.5. Pursue any other remedy, which the Program Administrator and/or Equipment Provider may have.

8.6. Each remedy is cumulative and may be entered separately or concurrently. In the event of default, Renter shall pay to the Program Administrator and/or Equipment Provider, whomever is in authority over Renter by virtue of this Agreement's provisions, all costs and expenses including reasonable attorneys' fees expended by the Program Administrator and/or Equipment Provider in the enforcement of its rights and remedies hereunder, and Renter shall pay interest on any amount owing to the Program Administrator and/or Equipment Provider from the time such amount becomes due hereunder at a rate per annum equal for three percentage points above the prime rate of Chase Manhattan Bank of New York, N.Y., such rate to be reduced, however, to the extent it exceeds the maximum rate permitted by applicable law. In addition, Renter shall, without expense to Administrator and/or Equipment Provider, assist Administrator or Equipment Provider in repossessing the Equipment and shall, for a reasonable time if required, furnish suitable space for the storage of the Equipment.

8.7. If Renter fails to perform any of its obligations hereunder, Administrator and/or Equipment Provider, at Renter's expense, and without waiving any rights they may have against Renter for such nonperformance, may themselves render such performance. Renter shall reimburse Administrator and/or Equipment Provider on demand for all sums so paid by Administrator and/or Equipment Provider on Renter's behalf, together with interest at a rate equal to three percentage points above the prime rate of Chase Manhattan Bank of New York, N.Y., such rate to be reduced, however, to the extent it exceeds the applicable law.

ARTICLE 9: EQUIPMENT MONITORING:

9.1. Equipment monitoring is included in the rental charge for the term of this Agreement or any extension or renewal of this Agreement. Initially, the Program Administrator will collect all monthly rents due, which include Equipment Provider's monthly monitoring fee(s), from Renter. The Program Administrator shall then remit to the Equipment Provider the portion of the monthly monitoring fee(s), collected as part of the Equipment rent paid by Renter.

9.2. As stated in this Article, Rents due either the Administrator or Equipment Provider by Renter shall include Equipment Provider's SkyTracker™ standard and SkyHelp Services™ monthly monitoring cost¹. It is understood that Equipment Provider's standard SkyTracker™ monitoring includes data transmissions for Equipment installed by Renter at Renter's customer locations. Data to be transmitted include daily and accumulated Degree-Day, liquid fuel tank levels, tank overfill, tank filled, low inventory, tank outage notices/alarms and wireless RF monitoring solutions for Renter's customer's safety, security, and convenience. Through Equipment Provider's SkyHelp Services™, the Renter can sell their customers carbon monoxide (CO) sensors and monitoring, propane presence (C₃H₈) detection and monitoring equipment, and indoor low-temperature tracking sensors and monitoring. Certain "excess use" charges may apply and will be billed to Renter separate, but in accord to this Agreement, by the Equipment Provider.

9.3. SkyTracker's™ SkyHome Monitoring™ Service(s) provides the Renter with additional revenues from resalable customer convenience monitoring sensors and services, which may include lighting control, sprinkler timing, appliance and thermostat setting, home security and humidity reporting. These services can be re-sold for a profit also, but do cost the Renter additional fees from the SkyTracker™ standard and SkyHelp Services™ monthly monitoring fee made a part of any Rider attached hereto. Any Renter participating in the SkyHome Monitoring™ program will be billed directly by Equipment Provider for any customers of Renter enrolled in any option(s) of the SkyHome Monitoring™ Service. Renter will remit SkyHome Monitoring™ fees directly to Equipment Provider under the same terms as contained in this Agreement, regardless of who Renter pays the monthly rental to as set forth in any Rider attached.

9.4. Renter understands that Equipment Provider or Program Administrator cannot be held liable by Renter for interruption(s) in monitoring service or breakdown of Software or Equipment where such interruption or breakdown is due to, but not necessarily limited to, fire, theft, labor dispute(s), storm (wind or water), product shortage, satellite transponder overload, solar anomalies or cosmic disruption(s), acts of God, acts of war or any other instance which is beyond the reasonable control of Equipment Provider or Administrator or which renders Equipment Provider's or Administrator's performance impractical.

ARTICLE 10: RIGHT OF INSPECTION; IDENTIFICATION STAMP(S), TAG(S) OR NAMEPLATE(S):

The Program Administrator and/or Equipment Provider, or its assigns, shall, at any reasonable time, and without interfering with Renter's operations, have the right to inspect the Equipment by authorized representative(s) wherever Equipment may be located, for the purpose of determining compliance by Renter with its obligations hereunder. Renter shall not move the Equipment from the State(s) specified in the Rider(s), except with the Program Administrator and Equipment Provider's written consent. Renter shall use its best effort to obtain permission, if necessary, for the Program Administrator and/or Equipment Provider or their representative(s) to enter upon any premises where the Equipment may be located. Renter shall keep any attached labels, nameplates, identification marks, or certifications affixed to the Equipment at all times.

ARTICLE 11: REPORTS AND NOTICES

11.1. Liens: Renter shall notify Equipment Provider in writing within three (3) days after any attachment, lien (including any tax and mechanics' liens), or other judicial process attaches to the Equipment.

11.2. Location: Within five (5) days after receipt of written demand from the Program Administrator and/or Equipment Provider, Renter shall give the Program Administrator and/or Equipment Provider written notice of the exact location of the Equipment.

11.3. Loss or Destruction: Within three (3) days after the date Renter becomes aware of the loss or destruction or damage beyond repair of any Equipment, Renter shall notify the Program Administrator and Equipment Provider of the facts surrounding such event.

¹ Although the monitoring for SkyHelp™ services is included at no additional charge, equipment, including the SkyHelp™ module is necessary.

ARTICLE 12: MISCELLANEOUS

12.1. **Modification of Agreement:** The Rental Agreement and these Rules shall not be amended, altered or changed except by written agreement signed by the Parties hereto. No waiver of any provision of this Agreement nor consent to any departure by Renter therefrom shall be effective unless the same shall be in writing signed by all Parties, and then such waiver or consent shall be effective only in the specific instances and for the purpose for which given.

12.2. **Governing Law:** This Agreement shall be interpreted under and performance shall be governed by the laws of the State of Tennessee.

12.3. **Severability:** If any term or provision of the Rental Agreement or these Rules or any extension or renewal hereof or the application thereof shall, to any extent, be invalid or unenforceable, such invalidity or unenforceability shall not affect or render invalid or unenforceable any other provision of the Agreement or the Rules and the Agreement and Rules shall be valid and enforced to the fullest extent permitted by law.

12.4. **Survival:** All indemnities contained in the Rental Agreement(s) and these Rules shall survive the termination of the Rental Agreement(s) or any extension or renewal term thereafter. In addition, the obligation to pay any deficiency as well as the obligation for any and all other payments by Renter to the Program Administrator and/or Equipment Provider hereunder shall survive the termination of the Rental Agreement(s) or any extension or renewal term hereof.

12.5. **Personal Property:** The Equipment is, and shall at all times be and remain personal property, notwithstanding that the Equipment, or any part, thereof, may be affixed or attached to real property or any building thereon.

12.6. **Successors:** Subject to the provisions hereof, this Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns. Neither party may assign or delegate its rights or obligations under this Agreement absent the express written consent of the other party/parties except to an entity that succeeds to all or substantially all of the business assets of such party. Any attempted assignment or delegation without such consent will be void.

12.7. **Other Documents and Statements:** If the Renter is domiciled or resides in a state which has adopted the Uniform Commercial Code or if the Equipment shall be located in any such state, then, Renter agrees to execute and deliver to the Program Administrator and Equipment Provider contemporaneously with the execution hereof, or at any time during the existence of this Rental Agreement or any extension or renewal hereof, as requested by the Program Administrator or Equipment Provider, a UCC Financing Statement (form UCC-1) to comply with the provisions of the Uniform Commercial Code, which the Program Administrator and/or Equipment Provider shall be authorized to file with the appropriate filing official.

12.8. **Late Charges and Interest:** If Renter fails to pay rent or any other amount hereunder when due, Renter shall pay to the Program Administrator and/or Equipment Provider, whomever is in authority over Renter at the time of said non-performance, a service charge of five percent (5%) of such delinquent amount, plus interest on the sum of the delinquent amount plus the service charge from the due date thereof until paid at a rate per annum equal for three percentage points above the prime rate of Chase Manhattan Bank of New York, N.Y., such rate to be reduced, however, to the extent it exceeds the maximum rate permitted by applicable law.

ARTICLE 13: ADDRESSING OF NOTICES: Any notice required or permitted hereunder shall be in writing and shall be delivered to the respective Parties hereto by personnel delivery thereof or by telegram, telex, telecopier or deposit in the United States mail as certified or registered matter, return receipt requested, postage paid, and addressed to the respective Parties, unless otherwise advised in writing at the addresses set forth in the most recent Rental Agreement between the parties.

ARTICLE 14: COUNTERPARTS; FACSIMILE & ELECTRICAL SIGNATURES The Rental Agreement(s) may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute but one and the same instrument. A facsimile or electronic signature shall be deemed an original signature if Renter's principal office is located in a State which recognizes and holds electronic or facsimile signature(s) as legally binding.