

5. Notwithstanding anything to the contrary contained in this Agreement, API shall maintain the insurance policies set forth in Exhibit "C" attached hereto.

It is agreed that DSI is not an employment agency and the security guards it furnishes are made possible only by a substantial investment in advertising, recruiting, testing and training of personnel. In consideration of the time and expense invested in these security guards, it is agreed that the Customer will not hire any security guard from API assigned to the Facility while the security guard is still employed by API, or for ninety (90) days after termination of the security guard from API. Customer agrees to pay a placement fee of \$500 for every API employee assigned to the Facility that Customer hires in violation of the preceding prohibition. Customer further agrees that API guards assigned to the Facility shall not be permitted to work on the Customer's site for another security company or in a proprietary program for six months after API's contract ends. API shall be compensated at \$500 per employee in violation of this clause.

6. Reference to written notice in this Agreement shall be construed to mean written notice delivered to either party by first class certified mail, return receipt requested, postage prepaid, to the party at the address above or such other address as the party may designate by itself by written notice to the other.

7. The following shall constitute events of default under this Agreement:

1. Failure to pay any amounts due under this Agreement which are not being disputed in good faith, and the continuance of such failure for a period of five (5) business days after receipt of written notice from the non-defaulting party specifying the nature of such failure; and

2. Failure to comply with any of the other covenants, conditions and agreements contained herein; provided, however, the non-defaulting party shall provide written notice (the "Notice") to the defaulting party specifying the nature of such failure. The defaulting party shall

(a) initially respond within twenty-four (24) hours after receipt of the Notice,

(b) describe in writing the corrective and curative actions it will take within seven (7) business days after receipt of the Notice and

(c) correct and cure such default within fifteen (15) business days after receipt of the Notice. If the default is of such a nature that it cannot be cured within such fifteen (15) business day period, then such default shall not be deemed to continue so long as the defaulting party promptly proceeds to cure the default and continues to take all steps necessary to promptly complete the same.

(d) The defaulting party hereby agrees to pay any and all court and other costs incident to its default, including collection costs, and any and all reasonable attorney's fees incurred by the non-defaulting party in connection therewith.

Payments shall be sent to API at:

API Security Services
P O BOX 40
Lake Park, GA 31636