IN THE INVESTIGATION OF: VIVINT, INC. f/k/a APX ALARM SECURITY SOLUTIONS, INC.,

RESPONDENT.

ASSURANCE OF VOLUNTARY COMPLIANCE FOR VIVINT, INC. f/k/a APX ALARM SECURITY SOLUTIONS, INC.

Pursuant to the provisions of Chapter 501, Part II, Florida Statutes, the Office of the Attorney General, Department of Legal Affairs, State of Florida ("Attorney General") has investigated the business practices of VIVINT, INC. f/k/a APX ALARM SECURITY SOLUTIONS, INC. (hereafter corporately and alternately referred to as "RESPONDENT" and/or "VIVINT, INC.").

RESPONDENT agrees to enter into this Assurance of Voluntary Compliance (AVC), without an admission that it has violated the law in order to amicably resolve the Attorney General’s investigation of RESPONDENT, pursuant to Agency Case No. L15-3-1143 and Section 501.207(6) of the Florida Statutes.

INITIALS

Signature
The Attorney General, by the signature of her Consumer Protection Division Director, affixed hereto, does hereby accept the instant AVC and in turn terminates the Attorney General’s investigation as it concerns RESPONDENT by virtue of the authority vested in the Office of the Attorney General, pursuant to Section 501.207(6) of the Florida Statutes.

I. ATTORNEY GENERAL’S ALLEGATIONS

1. APX ALARM SECURITY SOLUTIONS, INC. was founded in 1999 and the company sold and installed security systems, exclusively.

2. In or around March 14, 2006, APX ALARM SECURITY SOLUTIONS, INC. became a home monitoring provider.

3. In or around February, 2011, APX ALARM SECURITY SOLUTIONS, INC. rebranded the company to VIVINT, INC.

4. Since that time, VIVINT, INC. has become a private home security, home automation and energy management services provider with locations in the United States, Canada and New Zealand.

5. VIVINT, INC.’s principal place of business is located Provo, Utah.

6. Beginning in or around at least 2011, the Office of the Attorney General for the State of Florida began receiving complaints from consumers who claimed that they were induced to enter into new service contracts with VIVINT, INC. due to VIVINT, INC.’S misrepresentations to consumers that: 1) VIVINT, INC. was an authorized representative of various alarm companies other than VIVINT, INC. 2) the various alarm companies which VIVINT, INC. alleged that it was representing were going out of business and/or exiting consumers’ local market; 3) VIVINT, INC. had purchased consumers’ accounts from the various alarm companies which

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VIVINT, INC. falsely alleged that it was representing; and 4) consumers' current alarm systems which were installed by alarm companies and/or other independent dealers on behalf of alarm companies other than VIVINT, INC. were outdated, unsafe, incapable of protecting consumers and/or needed upgrading.

7. The Office of the Attorney General additionally received complaints from consumers against VIVINT, INC alleging that they were: 1) unable to cancel contracts after the initial three-day cancellation period; 2) unable to cancel contracts at the conclusion of the contracted period/automatic renewals; 3) provided faulty and defective equipment; 4) pressured into entering into contracts for alarm services and/or alarm monitoring; 5) called by the company even after being placed on “Do Not Call” lists.

8. **RESPONDENT** denies any wrongdoing and makes no admission of any violation of Florida Statute 501, Part II, or any other law, statute or regulation of the State of Florida.

II. **NON-MONETARY TERMS AND CONDITIONS**

9. Respondent, VIVINT, INC., agrees to comply with the provisions of Chapter 501, Part II, of the Florida Statutes, the Florida Deceptive and Unfair Trade Practices Act; to conduct business in the State of Florida in compliance with the provisions of Chapter 501, Part II, of the Florida Statutes, the Florida Deceptive and Unfair Trade Practices Act; and to conduct its business practices in the following manner:

A. **General Requirements**

   a. No advertisements or other marketing tools shall falsely state or imply that VIVINT, INC. is representing any alarm company other than VIVINT, INC.

   b. No advertisements or other marketing tools shall falsely state or imply that VIVINT,
INC. is a representative of any other alarm company and/or is acting in any manner on behalf of or with the consent or approval of any alarm company other than VIVINT, INC.

c. No advertisements or other marketing tools shall falsely state or imply that VIVINT, INC. has acquired, merged with, taken over and/or is now affiliated with, or part of, any alarm company other than VIVINT, INC.

d. VIVINT, INC. shall provide its representatives, as appropriate, with substantive and ongoing training concerning the requirements of this Assurance of Voluntary Compliance.

e. While engaging in sales in Florida, employees and other representatives of VIVINT, INC. shall only use sales tactics that comply with any applicable Florida statute. VIVINT, INC. shall require its subcontractors, third-party vendors, call centers and/or any other person or entity marketing, offering and/or selling alarm services and monitoring agreements to consumers on behalf of VIVINT, INC. to only use sales tactics that comply with any applicable Florida statute while engaging in sales in Florida.

f. In the event VIVINT, INC. installs any security system prior to the termination of the three-day cancellation period cited in its sales contracts and the consumer subsequently cancels the contract during that period, VIVINT, INC. shall restore the property within fourteen (14) days to the same, or substantially same, condition as it was at the time the services were rendered, including but not limited to ensuring that if requested, reinstall the consumer’s previous home alarm service or paying for the previous company to reinstall its equipment.
B. Sales Practices

a. While engaging in sales in Florida, employees and other representatives of VIVINT, INC. shall at all times wear some article of clothing, in addition to a photo identification badge which provides the representatives’ first and last name, which states clearly and conspicuously that the individual is an employee or other representative of VIVINT, INC.

b. If available, employees and other representatives of VIVINT, INC. shall drive vehicles to consumers’ residences or businesses which clearly and conspicuously identify the vehicle as a business vehicle of VIVINT, INC., including but not limited to removable placards.

c. Employees and other representatives of VIVINT, INC. shall immediately upon initial contact with consumer advise consumers that they are sales persons (or other similar titles); that they are not affiliated with the consumer’s current alarm company; and they shall state the purpose of their visit (i.e., door-to-door solicitation of security alarm and/or monitoring agreements with VIVINT, INC.).

d. No employee or other representative of VIVINT, INC. shall falsely state or imply that the employee or representative is a representative of any other alarm company and/or is acting in any manner on behalf of, or with the consent or approval of, any alarm company other than VIVINT, INC.

e. No employee or other representative of VIVINT, INC. shall falsely state or imply to consumers that VIVINT, INC. has acquired, merged with, taken over and/or is now affiliated with, or part of, any alarm company or alarm equipment manufacturer.
f. No employee or other representative of VIVINT, INC. shall falsely advise consumers that their current alarm systems are obsolete or need upgrading or updating for the purpose of inducing consumers to have new systems installed and/or to enter into new service and/or monitoring contracts with VIVINT, INC.

g. No employee or other representative of VIVINT, INC. shall falsely advise consumers that their current alarm systems are no longer being monitored by the company cited in the consumer’s current monitoring service agreement for the purpose of inducing consumers to have new systems installed and/or to enter into new service and/or monitoring contracts with VIVINT, INC.

h. No employee or other representative of VIVINT, INC. shall falsely advise consumers that their home was specially selected to receive a security system from VIVINT, INC. or that the consumers are being offered any discounts or other special offers for the purpose of inducing consumers to have new systems installed and/or to enter into new service and/or monitoring contracts with VIVINT, INC.

i. No employee or other representative of VIVINT, INC. shall falsely advise consumers that their home is located in a high-crime area or on a street or in a subdivision where a recent crime occurred for the purpose of inducing consumers to have new systems installed and/or to enter into new service and/or monitoring contracts with VIVINT, INC.

j. No employee or other representative of VIVINT, INC. shall falsely advise consumers that VIVINT, INC. has installed a specific number of security systems in consumers’ subdivisions or on consumers’ streets for the purpose of inducing consumers to have new
systems installed and/or to enter into new service and/or monitoring contracts with VIVINT, INC.

k. No employee or other representative of VIVINT, INC. shall misrepresent to consumers the length of any contract between consumers and VIVINT, INC.

l. No employee or other representative of VIVINT, INC. shall misrepresent to consumers the value and/or cost of any home monitoring equipment to be provided by and/or installed by VIVINT, INC. and shall be able to substantiate the cost to which it compared its equipment to the equipment of any other company.

m. No employee or other representative of VIVINT, INC. shall falsely advise consumers that VIVINT, INC. will cancel the consumers' contracts with alarm companies other than VIVINT, INC. for the purpose of inducing consumers to have new systems installed and/or to enter into new service and/or monitoring contracts with VIVINT.

n. No employee or other representative of VIVINT, INC. shall falsely advise consumers that VIVINT, INC. will cancel or assist consumers in canceling their current service and/or monitoring agreements with alarm companies other than VIVINT, INC. for the purpose of inducing consumers to have new systems installed and/or to enter into new service and/or monitoring contracts with VIVINT, INC.

o. Any changes to the original contract between VIVINT, INC. and consumers must be in writing and agreed to by all Parties to the original contract as evidenced by either a signature page or initials at the bottom of each page of the written modifications. In the event a VIVINT, INC. sales person offers to refund a consumer the remaining amount due on the consumer's current alarm system and the sales person fails to honor that offer,
VIVINT, INC. shall honor the offer if the consumer sets forth the terms of the agreement with the sales person when VIVINT, INC. inquires if there is such an agreement.

p. No employee or other representative of VIVINT, INC. shall falsely advise consumers that VIVINT, INC. is present at consumers’ residence either on behalf of an alarm equipment manufacturer or in order to perform routine maintenance on equipment belonging to alarm companies other than VIVINT, INC. for the purpose of inducing consumers to have new systems installed and/or to enter into new service and/or monitoring contracts with VIVINT, INC.

q. VIVINT, INC. shall permit consumers to cancel their contracts pursuant to the terms of the service and/or monitoring agreement and applicable Florida law.

r. VIVINT, INC. must include terms in contracts for service and/or monitoring agreements which permit members of the military to cancel and/or to transfer their service and/or monitoring agreements upon providing proof to VIVINT, INC. that they have been transferred and/or deployed to another military location.

s. VIVINT, INC. may not offer contracts to consumers which contain automatic contract renewal provisions, terms and conditions.

t. Employees and other representatives of VIVINT, INC. must inform consumers verbally, at the time that consumers sign service and/or monitoring agreements of consumers’ contract cancellation rights and may not either misrepresent in any manner consumers’ cancellation rights or fail to honor the terms outlined in the “NOTICE OF CANCELLATION” detailed herein.

u. Employees and other representatives of VIVINT, INC. must additionally furnish
consumers with a fully completed receipt or copy of any contract pertaining to the sale or transaction at the time of its execution, which is in the same language used in the oral sales presentation which preceded the sale or transaction and which shows the date of the sale or transaction and which contains the name and street address of the Seller, and the following statement in bold, ten (10) point font type in immediate proximity to the space reserved in the contract for consumers’ signatures or on the front page of the receipt, if a contract is not used:

YOU, THE BUYER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. SEE THE ATTACHED NOTICE OF CANCELLATION FORM FOR A MORE DETAILED EXPLANATION OF YOUR CANCELLATION RIGHTS.

v. Prior to providing the above “NOTICE OF CANCELLATION” to consumers, employees and other representatives of VIVINT, INC. must complete both copies of the “NOTICE OF CANCELLATION” by entering VIVINT, INC.’S name, address, date of the transaction and specific date, not earlier than the third business day following the date of the transaction, by which consumers must give notice of cancellation.

w. Employees and other representatives of VIVINT, INC. must furnish consumers, at the time that consumers sign the sales contract or otherwise agree to buy goods or services from VIVINT, INC., with a completed form in duplicate, captioned “NOTICE OF CANCELLATION” which shall be attached to the contract or receipt and easily detachable, and which shall contain in ten (10) bold font type the following statement in the same language as that used in the contract:

INITIALS [Signature]

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NOTICE OF CANCELLATION

(Date of Transaction)

YOU MAY CANCEL THIS TRANSACTION, WITHOUT ANY PENALTY OR OBLIGATION, WITHIN THREE (3) BUSINESS DAYS OF THE ABOVE DATE. NOTE, HOWEVER, IF YOU DO CANCEL, ANY PROPERTY TRADED IN, ANY PAYMENTS MADE BY YOU UNDER THE CONTRACT OR SALE, AND ANY NEGOTIABLE INSTRUMENT EXECUTED BY YOU WILL BE RETURNED WITHIN TEN (10) BUSINESS DAYS FOLLOWING RECEIPT BY THE SELLER OF YOUR CANCELLATION NOTICE, AND ANY SECURITY INTEREST ARISING OUT OF THE TRANSACTION WILL BE CANCELLED.

IF YOU CANCEL, YOU MUST MAKE AVAILABLE TO THE SELLER AT YOUR RESIDENCE, IN SUBSTANTIALLY AS GOOD A CONDITION AS WHEN RECEIVED, ANY GOODS DELIVERED TO YOU UNDER THIS CONTRACT OR SALE; OR YOU MAY, IF YOU ELECT, COMPLY WITH THE INSTRUCTIONS OF THE SELLER REGARDING THE RETURN SHIPMENT OF THE GOODS AT THE SELLER'S EXPENSE AND RISK.

IF YOU DO MAKE THE GOODS AVAILABLE TO THE SELLER AND THE SELLER DOES NOT PICK THEM UP WITHIN TWENTY (20) DAYS OF THE DATE OF YOUR NOTICE OF CANCELLATION, THEN YOU MAY EITHER RETAIN OR DISPOSE OF THE GOODS WITHOUT ANY FURTHER OBLIGATION. NOTE, HOWEVER, IF YOU FAIL TO EITHER MAKE THE GOODS AVAILABLE TO THE SELLER OR RETURN THE GOODS TO THE SELLER AFTER AGREEING TO DO SO, THEN YOU REMAIN LIABLE FOR THE PERFORMANCE OF ALL OBLIGATIONS UNDER THE CONTRACT.

TO CANCEL THIS TRANSACTION, YOU MUST MAIL OR OTHERWISE DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE, TO SELLERS' PLACE OF BUSINESS, NO LATER THAN MIDNIGHT OF _________________.

[Insert Date]

INITIALS ______________________
C. **Sales Verification Calls**

a. During Sales Verification Calls, employees and other representatives of **VIVINT, INC.** must inform consumers verbally of the consumers’ right to cancel the sale within three (3) business days of the sale and must explain to consumers the exact procedure to be followed to cancel the sale.

b. During Sales Verification Calls, employees and other representatives of **VIVINT, INC.** must inform consumers or inquire, if applicable, of the following:

1. **VIVINT, INC.** is not affiliated with consumers’ current alarm and/or monitoring company;

2. Neither **VIVINT, INC.** nor its employees or other representatives can cancel or assist consumers’ in canceling consumers’ service or/monitoring agreements with their current alarm and/or monitoring company; and

3. Whether the **VIVINT, INC.** representative offered to pay money to consumers or their current alarm and/or monitoring company to cover the costs associated with consumers canceling their service and/or monitoring agreements with consumers’ current alarm company and the terms of that agreement. **VIVINT, INC.** shall record this call and retain the call recording for the duration of the consumer’s contract.

II. **MONETARY TERMS AND CONDITIONS**

10. Respondent, **VIVINT, INC. f/k/a APX ALARM SECURITY SOLUTIONS, INC.**, agrees to pay a total of **FIFTEEN THOUSAND DOLLARS AND ZERO CENTS ($15,000.00)** in current and future attorneys’ fees, investigative fees and/or costs made payable
by cashier’s check or other certified funds to the “Legal Affairs Revolving Trust Fund” and deliverable at the time upon which RESPONDENT and its attorney affix their signatures to this document and return it to the Office of the Attorney General.

11. The payment described above shall be paid as stated and shall be directed to the attention of Assistant Attorney General Carol E. A. DeGraffenreidt, Office of the Attorney General, 1515 North Flagler Drive, Suite 900, West Palm Beach, Florida 33401.

12. Respondent, VIVINT, INC., further agrees to resolve the complaints in the amount of EIGHT THOUSAND NINE HUNDRED TWO DOLLARS AND FORTY-TWO CENTS ($8,902.42) of each of the Two Hundred Twenty-Two (220) individuals listed in the spreadsheet attached hereto as "Exhibit A", who are Florida consumers who have presented complaints against RESPONDENT to various governmental entities, including, but not limited to, the Office of the Attorney General for the State of Florida, and whose complaints may remain unresolved. Each of the above-referenced consumer complaints listed on the attached spreadsheet shall be resolved by RESPONDENT in full within sixty (60) days of the date upon which this document is fully executed by all required Parties.

13. At the end of the above-referenced 60-day period, RESPONDENT agrees to present to the Office of the Attorney General a notarized statement attesting to the fact that each of the complaints in Exhibit A were resolved and to attach to the notarized statement a revised copy of the same spreadsheet which shall be labeled "AVC Spreadsheet" and which has a new entry and/or column next to the name of each consumer which confirms that each consumer complaint listed therein has been resolved and which additionally provides a clear, explanation as to the manner in which each consumer complaint was resolved.

INITIALS [N.A.W.]
14. To the extent that RESPONDENT has insufficient information upon which to resolve a complaint, counsel for RESPONDENT shall promptly, and within the above-stated period, notify Financial Investigator Randi Shapiro, at (954) 712-4600 and/or randi.shapiro@myfloridalegal.com, so that she may determine if additional information is available to assist RESPONDENT in resolving a specific consumer complaint.

15. “Resolved” shall include, but not be limited to: 1) cancellation of a consumer’s contract for alarm and/or monitoring services; and/or 2) any other alternative means of complaint resolution which was made to, and accepted by, a consumer in satisfaction of his/her complaint against RESPONDENT.

16. “Complaints” as used in this section refers to the consumer complaints listed in Exhibit A which the Attorney General represents are written requests for refunds, affidavits, correspondence, requests to cancel memberships and/or any other written communication which constitute a claim and were presented against RESPONDENT to various governmental entities, including, but not limited to, the Office of the Attorney General for the State of Florida.

17. The Parties agree that RESPONDENT shall not be responsible for the payment and/or resolution of any consumer complaints listed on the attached spreadsheet which are not valid complaints against RESPONDENT, which have already been resolved as defined herein and/or which do not relate to an actual customer of Respondent, VIVINT, INC.

18. The Parties further agree that RESPONDENT shall not be responsible for any payments and/or refunds in excess of the amount actually paid by a complaining consumer to the Respondent, VIVINT, INC.
19. **RESPONDENT'S** interest in funds paid in conjunction with this **AVC** shall fully and completely divest when the **AVC** is fully executed by all Parties.

**IV. PENALTIES**

20. Provided that Respondent, **VIVINT, INC.**, complies with the terms of this **AVC**, no civil penalties shall be sought against it or imposed hereunder for any conduct arising prior to the date of the execution of this **AVC**. However, in the event that **RESPONDENT** fails to comply with any of the terms and conditions of this **AVC**, and if such violations are not cured within **fourteen** (14) days of receiving written notice from the Office of the Attorney General, then such action(s) are by statute *prima facie* evidence of a violation of Chapter 501, Part II, Florida Statutes. The **RESPONDENT'S** failure to comply with the terms of the **AVC** may subject it to any and all civil penalties and sanctions authorized by law, including, but not limited to, up to **FIVE HUNDRED THOUSAND DOLLARS ($500,000.00)** in penalties, attorney's fees and costs, and any other available relief permitted by law.

21. In the event that Respondent, **VIVINT, INC.**, fails to make any payment(s) required by the terms of this **AVC** within the time period provided by the **AVC**, then such non-payment shall constitute a material breach and default of the terms of the **AVC**.

22. Respondent, **VIVINT, INC.**, consents to venue and jurisdiction for the entry of a Final Judgment, or any other proceeding necessary to enforce the terms of the **AVC**, within the Fifteenth Judicial Circuit Court, in and for Palm Beach County, Florida.

**V. MISCELLANEOUS TERMS**

23. Respondent, **VIVINT, INC.**, and its representatives, agents, employees, successors, assigns and/or any other person(s) acting under, by, through or on behalf of **RESPONDENT**, 

INITIALS _NMI_
directly or indirectly, or through any corporate or other device, shall comply with the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes.

24. Conditioned on RESPONDENT making full payment as provided in this AVC and complying with the other terms of this AVC, the Attorney General agrees to release and discharge the RESPONDENT from any claims the Attorney General could have brought against RESPONDENT regarding the allegations set forth in Section I of the AVC pursuant to Chapter 501, Part II, Florida Statutes, occurring prior to the filing of this Judgment.

25. Respondent, VIVINT, INC., shall further ensure that all of the terms and conditions of this AVC are known, as appropriate, to its representatives, agents, employees, managers, officers, directors, assigns, successors and/or any other persons acting under, by, through or on their behalf.

26. Respondent, VIVINT, INC., shall not implement any change in the form of doing business or the organizational identity of any of the existing business entities or create any new business entities to avoid the obligations, terms and conditions set forth in this AVC.

27. Respondent, VIVINT, INC., agrees to preserve and to retain all documents and other information reasonably sufficient to establish compliance with the provisions of this AVC for a minimum of two (2) years from the Effective Date of the AVC.

28. Respondent, VIVINT, INC., agrees to provide any such records requested by the Attorney General and/or make them available for inspection within fourteen (14) business days of RESPONDENT'S receipt of the request from the Attorney General.
29. Finally, Respondent, VIVINT, INC., agrees to honor any commercially reasonable request by the Attorney General to provide or to make available such records without legal process.

30. Nothing herein shall be construed as a general waiver of any private right, cause of action, or remedy of any private person against Respondent, VIVINT, INC.

31. Similarly, nothing contained herein shall waive the right of Respondent, VIVINT, INC., to assert lawful defenses in response to a consumer complaint.

32. Subject to the full and complete compliance with this AVC by Respondent, VIVINT, INC., the Attorney General will waive civil penalties otherwise possibly due for the acts and practices which are the subject of the instant AVC, pursuant to Sections 501.2075 and/or 501.2077 of the Florida Statutes, that is, up to $15,000 per violation, in consideration of VIVINT, INC.'S entry into this AVC.

33. Upon entry of this AVC, confirmation that all consumer restitution has been resolved and payment of all funds required by this AVC, the Office of the Attorney General for the State of Florida agrees to close its civil investigation into the activities of Respondent, VIVINT, INC.

34. Notwithstanding any other provision of this AVC, the Parties acknowledge that any future violations of either this AVC or Florida law by VIVINT, INC. may subject VIVINT, INC. to additional and unrelated civil penalties and sanctions, as provided by law

35. In the event that VIVINT, INC. violates any of the terms and conditions of this AVC, VIVINT, INC. shall pay reasonable attorney's fees and/or investigative costs which arise from the future violation and shall be subject to any additional remedies available by law.

INITIALS \[signature\]
36. Although the Parties jointly participated in the negotiation of the terms articulated in this AVC, no provision herein shall be construed for or against either Party on the grounds that any one Party was more heavily involved in the preparation of the AVC and/or its terms.

37. The Parties agree that all notices required hereunder shall be sufficient if given as provided below:

**AS TO THE ATTORNEY GENERAL:**
Carol E. A. DeGraffenreidt  
Assistant Attorney General - Economic Crimes  
1515 North Flagler Drive # 900  
West Palm Beach, FL 33401  
Office Telephone Number: (561) 837-5000  
Facsimile No.: (561) 837-5109  
Electronic Mail Address: carol.degraffenreidt@myfloridalegal.com

**AS TO THE RESPONDENTS:**
Attorney Helen Mac Murray  
Mac Murray Petersen & Shuster, LLP  
6530 West Campus Oval, Suite 210  
New Albany, OH 43904  
Office Telephone Number: (614) 636-4791  
Electronic Mail Address: hmacmurray@mpslawyers.com

VI. **EFFECTIVE DATE**

38. The effective date of this AVC shall be the date of its execution and delivery by the Department of Legal Affairs. Acceptance by the Department of Legal Affairs shall be established by the signature of the Director of the Consumer Protection Division. The receipt by the Department of Legal Affairs of any monies pursuant to the AVC does not constitute acceptance of the AVC by the Department of Legal Affairs, and any monies received shall be returned to **VIVINT, INC.** in the event that this AVC is not accepted and fully executed by the Department of Legal Affairs.
IN WITNESS WHEREOF, Respondent, VIVINT, INC., has caused this Assurance of Voluntary Compliance to be executed by an authorized representative, as a true act and deed, in the county and state listed below, as of the date affixed thereon.

PARTIES' SIGNATURES ON FOLLOWING PAGES
VIVINT, INC. f/k/a APX ALARM SECURITY SOLUTIONS, INC.

Agreed to and signed this 31st day of July, 2015, by the below-stated person who stated and affirmed as follows:

BY MY SIGNATURE I hereby affirm that I am acting in my capacity and within my authority as an officer of VIVINT, INC. f/k/a APX ALARM SECURITY SOLUTIONS, INC., and that by my signature I am binding VIVINT, INC. f/k/a APX ALARM SECURITY SOLUTIONS, INC., to the terms and conditions of this AVC.

By: NATHAN WILCOX, GENERAL COUNSEL AND SECRETARY VIVINT, INC. f/k/a APX ALARM SECURITY SOLUTIONS, INC.

STATE OF UTAH         
COUNTY OF UTAH         

BEFORE ME, this 31st day of July, 2015, an officer duly authorized to take acknowledgments in the State of Florida, personally appeared NATHAN WILCOX who acknowledged before me that he executed the foregoing instrument for the purposes therein stated.

(NOTARY PUBLIC)

(Personally known X or Produced Identification X (check one)
Type of Identification Produced:)

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Attorney Helen Mac Murray
Mac Murray Petersen & Shuster, LLP
6530 West Campus Oval, Suite 210
New Albany, OH 43904
Office Telephone Number:  (614) 636-4791
Electronic Mail Address:  hmacmurray@mpslawyers.com
FOR THE ATTORNEY GENERAL'S OFFICE

Signed this 21 day of August, 2015

Carol E. A. DeGraffenreidt
Assistant Attorney General
Office of the Attorney General
Florida Bar No. 0642101
1515 North Flagler Drive, Suite 900
West Palm Beach, Florida, 33401
Telephone No.: (561) 837-5000
Facsimile No.: (561) 837-5109
Electronic mail: carol.degraffenreidt@myfloridalegal.com

Accepted this 2 day of September, 2015

Richard Polk Lawson
Division Director
Consumer Protection Division
Office of the Attorney General
The Capitol, Tallahassee, Florida 32399-1050