

EXHIBIT A

**Intelli-tec Security Services Inc.
2000 Shames Drive
Westbury, New York 11590**

December 21, 2010

The Estate of Marty McMillan
c/o Frank Xu LLP
305 Broadway, 14th Floor
New York, NY 10007

Ladies and Gentlemen:

This Letter Agreement (this "Agreement") is entered into by and among Intelli-tec Security Services Inc., a New York corporation (the "Corporation"), and the Estate of Marty McMillan (the "Estate"), to memorialize the understanding of the parties hereto with respect to the Corporation's redemption of 100% of its shares held by the Estate (the "Shares").

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants herein contained, the parties hereto agree as follows:

1. Consideration. The Estate hereby sells and delivers to the Corporation, free and clear of any and all liens, covenants, restrictions, options or other rights whatsoever, and the Corporation hereby purchases and redeems the Shares from the Estate in exchange for \$400,000 in cash (the "Cash Consideration").

2. Payment of Cash Consideration. Payment of the Cash Consideration is hereby made by the Corporation by wire transfer of funds simultaneous with the execution hereof, receipt of which is acknowledged by the Estate.

3. Surrender of Shares. In lieu of delivering to the Corporation the certificate or certificates of the Corporation pursuant to which the Shares were issued, simultaneous herewith the Estate shall execute an Affidavit of Lost Stock Certificate, in the form attached hereto as Exhibit A.

4. Representations and Warranties.

(a) The Estate represents and warrants to the Corporation that: (i) it has full right, power, legal capacity and authority to enter into this Agreement and perform its obligations hereunder; (ii) this Agreement constitutes the valid, binding and enforceable obligation of the Estate in accordance with its terms; and (iii) neither the execution and delivery of this Agreement by the Estate, the consummation of the transactions contemplated hereby, nor compliance by the Estate with any of the provisions hereof, will require the consent or approval of, or the making of any filing with, any third party, including any governmental or regulatory authority, other than any such consent, approval or filing which has been obtained or made.

(b) The Estate further represents and warrants to the Corporation that: (i) as of the date hereof the Estate has full and valid title to the Shares, and, same are free and clear of all liens, charges, security interests, options, rights, restrictions or other encumbrances whatsoever; (ii) after giving effect to this Agreement, the Corporation will have full and valid title to the Shares; and (iii) after giving effect to this Agreement, the Estate will not own any shares of the Corporation, directly or indirectly.

(c) The Corporation represents and warrants to the Estate that this Agreement constitutes the valid, binding and enforceable obligation of the Corporation in accordance with its terms.

(d) All representations and warranties made hereunder shall survive the execution and delivery of this Agreement.

5. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties hereto and supersedes any prior understanding, agreements or representations by and between the parties, written or oral, with respect to the subject matter hereto. This Agreement may not be amended, supplemented or discharged, and no provision hereof may be modified or waived except expressly by an instrument in writing signed by all parties hereto.

6. Notices. All notices or other communications hereunder shall be given in writing and shall be personally delivered or sent by registered or certified mail, postage prepaid, and shall be deemed given on the date of delivery or of mailing as the case may be and shall be addressed to the addresses indicated above.

7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely in such state.

8. Assignment. Neither the Corporation nor the Estate shall assign or delegate its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective permitted successors, assigns, distributees and legal representatives subject to the terms hereof.

9. Counterparts; Facsimile. This Agreement may be executed in multiple counterparts, each of which shall constitute but one and the same instrument. The transmission of an executed copy of this Agreement by facsimile by any signatory hereof shall be as legally valid and binding as physical delivery of an executed original hereof.

10. Severability. In the event that any provision of this Agreement shall for any reason be held invalid, illegal or unenforceable in any jurisdiction, such provision shall be ineffective as to such jurisdiction to the extent of invalidity, illegality or unenforceability without

invalidating or affecting the remaining provisions hereof or affecting the validity, legality or enforceability of such provisions in any other jurisdiction.

11. Section Headings. The section headings are for convenience of the parties and in no way alter, modify, amend, limit or restrict the contractual obligations of the parties hereunder.

12. Further Assurances. The parties agree that they will execute and deliver such further documents and instruments as may be reasonably necessary or proper to fully effectuate the transactions contemplated by this Agreement and the intent thereof.

Please sign this Letter Agreement in the space provided below to confirm your agreement with the contents of this Letter Agreement, and return a signed copy to the undersigned.

Very truly yours,

INTELLI-TEC SECURITY SERVICES INC.

By: 

Name: Carmine Pizzo

Title: Vice-President

ACCEPTED AND AGREED AS OF THE
DATE OF THIS LETTER AGREEMENT:

THE ESTATE OF MARTY MCMILLAN

By: _____

Name: Nancy Jia a/k/a Xi Mei Jia

Title: Administrator

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INTELLI-TEC SECURITY SERVICES INC.

By: _____

Name:

Title:

ACCEPTED AND AGREED AS OF THE
DATE OF THIS LETTER AGREEMENT:

THE ESTATE OF MARTY MCMILLAN

By: 

Name: Nancy Jia a/k/a Xi Mei Jia

Title: Administrator

Exhibit A


AFFIDAVIT OF LOST STOCK CERTIFICATE

The Estate of Marty McMillan hereby certifies that:

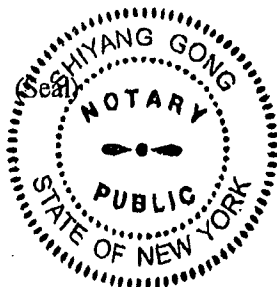
1. It is entitled to the possession and is the legal owner of _____ shares (the "Shares") of Intelli-tec Security Services Inc., a New York corporation (the "Corporation").
2. It does not have in its possession the certificate(s) evidencing its beneficial ownership of the Shares (the "Certificate(s)"), and it presumes that the Certificate(s) were lost or destroyed.
3. The Certificate(s) were not endorsed for transfer.
4. It has made a diligent search for the Certificate(s) and has been unable to find or recover the same.
5. It has not sold, assigned, pledged, transferred, deposited under any agreement, or hypothecated or subjected to any lien the Certificate(s) or any interest therein or in the Shares, or signed any power of attorney, stock power or other authorization respecting the same which is now outstanding and in force, or otherwise disposed of the same; and no person or entity (other than itself), and no firm, corporation, agency or government has asserted any right, title, claim, equity or interest in, to or respecting the Certificate(s), the Shares or the proceeds thereof.
6. If it should find or recover the Certificate(s), it will immediately surrender the same to the Corporation without requiring any consideration therefor.
7. It agrees, for good and valuable consideration, receipt of which is hereby acknowledged, to indemnify and hold harmless the Corporation, any person, firm or corporation now or hereafter acting as its agent, trustee, or in any other capacity, and also any successors and assigns from and against any and all liability, loss, claim, costs and expenses (including reasonable attorneys' fees) incurred in connection with, or arising out of, the loss of the Certificate(s).

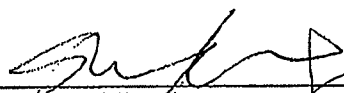
Signed, sealed and delivered by the undersigned, this 21st day of December, 2010.

THE ESTATE OF MARTY MCMILLAN

By: 
Name: Nancy Jia a/k/a Xi Mei Jia
Title: Administrator

Subscribed and sworn to before me this 21st day of December, 2010.




Notary Public
My commission expires: 8/23/2014