

M/S

13TB-2211-02



Subterranean Termite Control Agreement - TN  
Sentricon Colony Elimination System

Corporate Office • 1741 Fifth Avenue, SE • Decatur, AL 35601

DAMAGE REPLACEMENT GUARANTEE

This contract provides for re-treatment of the infested areas of the covered structure(s) and the repair of damage caused by subterranean termites only within the limits stated in this contract.

Important: Please refer to the back of the customer copy of this Agreement for the definition of "Subterranean Termites" and the terms of the Sentricon Guarantee.

INVESTMENT:

Sentricon Termite Colony Elimination System  
Installation Fee \$  
Annual Fee \$2714 Payable in quarterly installments of \$678.50 beginning Now Next Qtr. Next Yr.  
Account Set Up Fee \$  
Coring \$  
Additional Charges \$  
Other \$  
Total Charges Due Now \$2714  
Amount Collected This Date \$  
Balance Owning \$  
Cook's Finance Other  
Balance to be paid when work is completed.

ISSUE GUARANTEE TO:

Offer expires 30 days after: 2-19-11  
Name Timmons Properties/Brentwood Villa  
Address 2200 HTHUSBORN ROAD SUITE 200  
City NASHVILLE TN 37212  
Phone 383-1277 EXT 47  
Employer  
Work Phone  
Service Address 100-131 Villa Vista Ct  
5905 STONE BROOK DRIVE  
6901-5952 Stone Brook Drive  
200-278 GLENSTONE CIRCLE

PAYMENT TERMS AND CONDITIONS

Subject to the terms of the Sample Guarantee which is contained on the reverse side of the Customer's copy of this Agreement, charges for all services are due at the time the services are provided, unless the charges are financed or unless other payment arrangements are agreed to in writing by Customer and Cook's Pest Control, Inc. (Cook's). If and when due, customer shall also pay any applicable taxes. In the event the Sentricon Agreement is renewed and continued for additional yearly periods, Customer will pay an annual renewal fee of \$2714 which may be paid in quarterly installments. These installments are due on the first day of each quarter.

If the Customer's account becomes more than 30 days past due, the Agreement, Guarantee, and protection will be cancelled, all amounts due will become payable as liquidated damages, and any payments received after cancellation shall be applied to the liquidated damages due. Payment of liquidated damages shall not reinstate the Agreement, Guarantee or protection. In the event of cancellation, Customer agrees to pay all costs of collection including a reasonable attorney's fee, subject to any limitations imposed by law.

FINANCE CHARGE

The FINANCE CHARGE on the above is computed on any UNPAID BALANCE at the rate of 1.12% PER MONTH or 16% ANNUAL PERCENTAGE RATE. If the balance owing is paid in full within 30 days of the Agreement or date charged, no finance charge will be added. The finance charge and total amount of payments have been computed on the assumption that ALL payments will be received in the month charged. In the event that timely payments are not made, the final payment will be increased due to the finance charge being computed on an unpaid balance that includes an unpaid finance charge.

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

Table with 5 columns: (A) ANNUAL PERCENTAGE RATE, (B) FINANCE CHARGE, (C) AMOUNT FINANCED, (D) TOTAL OF PAYMENTS, (E) TOTAL SALE PRICE. Values include 18% APR and \$2714 finance charge.

You have the right to receive an itemization of the Amount Financed at this time. If I want an itemization I do not want an itemization. LATE CHARGE: None  
Your payment schedule will be:

Table with 3 columns: No. of Payments, Amount of Payments, Payments Due

SECURITY: You are not giving us any security interest. PREPAYMENT: If you pay off early, you will not have to pay a penalty. See your Agreement documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

NOTICE - Any holder of this consumer credit Agreement is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.  
NOTICE - Buyer's Right to Cancel (For Consumer Agreements Only), if this Agreement was solicited at your residence and you do not want the goods or services, or the Buyer, may cancel this Agreement by delivering or mailing a notice to the Seller. The notice must say that you do not want the goods or services and must be delivered or mailed before midnight of the third business day after you sign this Agreement. The notice must be delivered or mailed to Cook's Pest Control, Inc., 1741 Fifth Ave. SE, Decatur, AL 35601.  
See the Notice of Cancellation form given to you by the Cook's Representative for an explanation of this right.  
NOTICE - This Agreement constitutes the entire Agreement between Customer and Cook's concerning the subject matter hereof and no representation not included herein shall be binding upon any party hereto. All past termite control Agreements and Guarantees between Customer and Cook's, if any, are expressly superseded by the terms and conditions of this Agreement, Guarantee and protection.  
CAUTION - It is important that you thoroughly read this Agreement and the Sample Guarantee on the reverse side of the customer's copy before you sign it.

ALTERNATIVE DISPUTE RESOLUTION CLAUSE (INCLUDING JURY TRIAL WAIVER)

As an inducement to Cook's Pest Control, Inc. (COOK'S) to enter into this Service Agreement with the Customer, the parties hereby agree as follows:  
(1) ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE SERVICE AGREEMENT OR THE BREACH THEREOF OR ARISING OUT OF ANY PRIOR OR FUTURE DEALINGS BETWEEN COOK'S AND CUSTOMER SHALL BE SETTLED BY ARBITRATION IN THE STATE OF CUSTOMER'S RESIDENCE IN ACCORDANCE WITH THE ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "ARBITRATION RULES OF THE AAA") AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. If the transaction is a consumer transaction, the Customer initially shall pay no more than \$150.00 for arbitration costs. Cook's shall pay the remaining costs of arbitration. If the transaction is a commercial transaction, the customer and Cook's shall each pay one-half of the cost of arbitration. However, in both consumer and commercial transactions, the arbitrator(s), as part of its final decree, may reapportion the arbitration costs payable by each party. Each party shall pay its own attorney's fees and costs.  
(2) The parties acknowledge that the resources of COOK'S used by COOK'S to perform the Service Agreement, will come from interstate sources. Therefore, COOK'S and customer acknowledge and agree that the Service Agreement involves "commerce" as defined in the United States Arbitration Act, Title 9, United States Code, "Arbitration," hereinafter referred to as the "USAA." The parties intend that this Service Agreement shall encompass and embody the broadest range of matters that may be arbitrated under federal law. The parties further agree that any question as to the scope of the Service Agreement shall, to the extent permitted by law, be determined by the Arbitrator (including, without limitations, issues of arbitrability, capacity, waiver, unconscionability and so forth).  
(3) Notwithstanding any language in this Service Agreement to the contrary, in the event of a Default in payment by the customer to Cook's, Cook's may seek its remedies in an action at law or in equity, or may otherwise exercise remedies provided by law; and, its election to do so shall not be deemed to be a waiver to its right thereafter to insist upon and seek specific enforcement of its rights under this Service Agreement, in the event that the other party shall assert a counterclaim or right of setoff in such judicial or non-judicial action.  
(4) EXCEPT AS LIMITED HEREINABOVE, COOK'S AND CUSTOMER UNDERSTAND AND AGREE (I) THAT EACH OF THEM IS WAIVING RIGHTS TO SEEK REMEDIES IN COURT, INCLUDING THE RIGHT TO A JURY TRIAL; (II) THAT PRE-ARBITRATION PROCEEDINGS ARE GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS; (III) THE ARBITRATOR'S AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING, AND; (IV) EITHER PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULING; BY THE ARBITRATORS IS STRICTLY LIMITED. THE VENUE FOR ARBITRATION OR MEDIATION SHALL BE IN THE COUNTY OF THE CUSTOMER'S RESIDENCE.  
(5) WAIVER OF TRIAL BY JURY: If the arbitration agreement set forth herein is declared by a court of law to be unenforceable for any reason, the parties to this agreement desire to avoid the additional time and expense related to a jury trial of any disputes arising hereunder. THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO, AND FOR THEIR SUCCESSORS AND ASSIGNS, THAT THEY SHALL AND HEREBY DO WAIVE TRIAL BY JURY OF ANY CLAIM, COUNTERCLAIM, OR THIRD-PARTY CLAIM, INCLUDING ANY AND ALL CLAIMS OF INJURY OF DAMAGES, BROUGHT BY EITHER PARTY AGAINST THE OTHER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FORMATION, INTERPRETATION, OR BREACH OF THIS AGREEMENT OR IN ANY WAY CONNECTED TO THE RELATIONSHIP WHICH ARISES HEREFROM OR ANY DISPUTE BETWEEN THE PARTIES. The parties acknowledge and agree that this waiver is knowingly, freely, and voluntarily given, in desired by all parties, and is in the best interest of all parties.

The following is my acknowledgment that I understand and agree to all the provisions of the Subterranean Termite Control Agreement, including its payment charges and terms and the arbitration and waiver of jury trial provisions.

Ball Patterson  
Cook's Pest Control, Inc. Representative

Yes, the Board of Directors of Brentwood Villa  
Customer or Agent  
© Copyright 2008 by COOK'S PEST CONTROL, INC.

2-14-11



**COOK'S  
PEST CONTROL**

**Subterranean Termite Control - TN  
Sentricon Damage Replacement Guarantee**

Definition: "Wood Destroying Organisms" - For the purposes of this Agreement, "Wood Destroying Organisms" is expressly limited to include native Subterranean and Formosan Termites. It does not include Drywood termites, powderpost beetles, carpenter ants, molds, fungi, wet rot, dry rot, wood decaying bacteria, or other woodboring insects or any other type organism except native Subterranean and Formosan Termites.

Guarantee issued to: BRENTWOOD VILLA/TIMMONS PROPERTIES

Location of Building treated: Address: 5900 STONEROCK DR. (CLUBHOUSE)

City: BRENTWOOD State: TN Zip: 37027

Account Number: 13TD-2211-02 Date: 2/23/11

**I. RENEWABLE PROTECTION**

1. This Guarantee is effective for a period of one (1) year following the initial treatment. Thereafter, the Guarantee may be continued on a year-to-year basis subject to the terms listed in this Guarantee. This Guarantee can only be modified in writing, signed by Cook's Pest Control, Inc. [Cook's] and Customer. With the exception of the warranty disclaimer below, this Guarantee applies only to the Sentricon Colony Elimination System.
2. The Customer reserves the right to cancel this Guarantee at any time. Cook's reserves the right to adjust the Annual Renewal Fee after the third year of this Guarantee and may cancel this Guarantee for any of the following reasons:
  - a. If the building is sold or there is a change in ownership, the Guarantee shall be transferred to the new owner for the remainder of the current year's term; provided that, the new owner fulfills all obligations as specified in the Agreement and Guarantee, including any required quarterly payments, for the Guarantee to remain in force until the anniversary date. On or about the anniversary date, a new Guarantee and Agreement may be offered by Cook's to the new owner of the structure. Cook's will not prorate payments between Customer and new owner of the structure.
  - b. Customer fails to fulfill all obligations as specified in the Agreement and Guarantee.
  - c. There occurs a natural disaster or other event, such as a storm, flood, fire, etc., which substantially alters or destroys the effectiveness of the Cook's treatment.
  - d. There occurs a change in state or federal law which substantially alters or affects Cook's ability to perform its obligations under the Agreement.
3. This Guarantee is specifically limited to only those structures set forth in the Agreement and graph.

**II. DAMAGE REPLACEMENT GUARANTEE**

1. Cook's will perform the following services during the term of this Guarantee:
  - a. Install Sentricon termite bait stations in the soil around the structure[s] according to guidelines established by Dow AgroSciences.
  - b. Monitor the stations and install Recruit and Recruit AG termite bait in the stations according to guidelines established by Dow AgroSciences.
  - c. Make an annual inspection of the structure and provide all required reports.
2. Cook's will repair, under its supervision, any new damage caused by native Subterranean or Formosan Termites provided:
  - a. The damage is established to have occurred more than six (6) months after the initial installation of the Sentricon System. (This 6-month waiting period shall not apply to the following: (1) a Cook's customer who has a current damage replacement guarantee on the structure; or (2) the purchaser of a structure that was protected by a Cook's damage replacement guarantee for at least six (6) months at the time of the closing, provided the purchaser enters into this agreement within 90 days of the closing date)
  - b. Cook's finds the damaged area infested with live native Subterranean or Formosan Termites.
  - c. Customer has fulfilled their obligations as specified in the Agreement and Guarantee.
3. This repair Guarantee applies to the interior and exterior of the building except where:
  - a. Wood, foam insulation, stucco construction, siding, Exterior Insulation and Finish System (EIFS) or any other material which will wick moisture and/or support an active colony of native Subterranean and Formosan Termites, or which may permit hidden access to the structure, is less than six (6) inches above ground level.
  - b. A moisture problem exists which permits termites to survive without returning to the soil.
4. All wooden decks, porches and patios are expressly excluded from this damage repair guarantee.

**III. CUSTOMER OBLIGATION**

1. Customer agrees to maintain the treated structure free of any moisture condition that permits termites to survive without returning to the soil. Such conditions include, but are not limited to, roof leaks, improper ventilation, faulty plumbing or improper drainage. In addition, all wood, foam insulation, stucco construction, siding, Exterior Insulation and Finish Systems (EIFS) or any other material which will wick moisture and/or support an active colony of native Subterranean or Formosan Termites, or which may permit hidden access to the structure, must be kept and maintained at least six (6) inches above ground level. The presence of any of these conditions shall void the Guarantee. It is the Customer's sole responsibility to identify and correct these conditions.
2. It is the sole responsibility of the Customer to notify Cook's in writing if the building is sold, ownership changes, additions or modifications are made, stations are removed, or if the Guarantee is to be terminated for any other reason. If additions are made or stations removed, additional charges will be required for the installation of new stations and for the Guarantee to remain in effect.
3. All initial treatment charges are due at the time the services are provided, unless financed or other written payment arrangements are agreed to by and between Customer and Cook's. All annual renewal fees are due as required by the payment terms and conditions.
4. Customer will cooperate fully with Cook's by making the structure(s), and all areas where there are monitoring stations, available for all inspections and servicing. Customer understands that access to the stations is an essential element to the performance of this agreement and in any situation where access requires permission from an adjoining property owner, it shall be the customer's sole responsibility to obtain any necessary permission. Removal of stations and unapproved modifications or creation of areas which cannot be properly inspected will result in a loss of termite protection and void your Guarantee.
5. Removal or tampering with Sentricon stations by customer could void this agreement at Cook's sole discretion. Customer agrees to contact Cook's immediately if any station is removed or disturbed.

**IV. CUSTOMER UNDERSTANDS AND AGREES**

1. The Sentricon System treatment being provided is for native Subterranean and Formosan Termites and does not include protection for Drywood Termites, Boring Beetles or any other wood destroying organisms, mold, Wood Decay Fungus, moisture damage or any other moisture related conditions.
2. The Sentricon System involves station monitoring, eliminating any detected termite colonies, and continued station monitoring to ensure protection from any new termite colonies.
3. If applicable, Customer releases Cook's from any liability from all treatment, retreatment, inspection, or repair of termite damage in any area associated with or identified in a "Waiver Form" or similar "Exceptions to Treatment Standards" which prohibited a full, initial minimum treatment of the subject property.
4. If this Guarantee is cancelled, for whatever reason, Customer shall not be entitled to any re-payment of annual renewal fees paid.
5. All components of the Sentricon System are and shall remain the property of Dow AgroSciences. Customer has no rights to any of the components, other than the right of installation by Cook's on Customer's premises pursuant to the Agreement.
6. If Cook's, for whatever reason, ceases to be an Authorized Operator for the Sentricon System, they shall notify the Customer and offer one of the following:
  - a. If the Customer and Cook's agree on the use of an alternative form of termite protection, a new agreement shall be entered into and Customer shall receive credit for any unearned payments; or
  - b. If the Customer or Cook's elects to discontinue the Agreement, the customer shall receive a refund for any unearned payments.
7. Upon the expiration or termination of this Agreement, either Cook's, Dow AgroSciences, or their representative is authorized by the Customer to retrieve from the premises the Sentricon stations and other components.
8. State regulations may require specific treatment standards for a conventional liquid barrier termite treatment. However, these standards will not be performed as part of this Agreement because the Sentricon System is a conceptually different type of termite treatment which does not involve a liquid barrier treatment. The Sentricon System is registered for use in this state.
9. There is no guarantee, and Cook's does not represent, that termites will not return.
10. Nothing in this Agreement is intended or shall be construed to give any person or entity, other than the Parties, any legal or equitable right, remedy, or claim under, or in respect to, this Agreement or any provision contained herein. This Agreement, any conditions contained herein, or performance by either party hereof, is intended to be for the sole and exclusive benefit of the Parties, and for the benefit of no other person or entity.
11. It is understood and agreed between the parties that all monitoring and/or servicing of the bait or the baiting systems ("treatment") shall be performed by Cook's and that Cook's is hereby given the sole and exclusive authority and discretion to determine what treatment shall be provided and the manner in which said treatment is undertaken.
12. The purchase of polyurethane barriers or louvered vents for the crawlspace are to further protect against termites and not sold to control or prevent mold, mildew, rot, or other similar moisture related infestations. Cook's makes no warranties, representations, or guarantees as to the ability of these products to prevent such infestations.

**V. 110% MONEY-BACK GUARANTEE**

1. Cook's agrees to refund the initial installation charge plus an additional 10% if:
  - a. The Customer's dissatisfaction is communicated in writing within 30 days following the initial installation, and
  - b. After receiving such notice, Cook's fails to reasonably satisfy the Customer within 30 days.

Note: All warranties for materials or services shall be expressly limited to the manufacturer's warranty, if any, and the warranties specifically set forth herein. Cook's makes no other warranties, express or implied, including merchantability and fitness.



POSITIVE TERMITE PROTECTION  
SINCE 1928

PRESIDENT

*James M. Aycock*

Cook's Pest Control, Inc. • Corporate Office • 1741 Fifth Avenue • Decatur, Alabama 35601