



COOK'S PEST CONTROL

\$633.38 unit

Subterranean Termite Control Agreement
Sentricon Colony Elimination System

NTD-2899-01 no pay

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

DAMAGE REPLACEMENT GUARANTEE
 This Guarantee provides for the retreatment of the structure and the repair of damage caused by wood destroying organisms within the limits stated in this Agreement.

Important: Please refer to the back of this Agreement for a detailed explanation of this Guarantee.

INVESTMENT:
 (If financed, Amount Financed Itemization)

Sentricon Colony Elimination System \$ 111,476.00

Install Moisture Barrier\$ _____

Install _____ Ventilators\$ _____

Other\$ _____

Other\$ _____

Total Charges\$ 111,476.00

Amount Collected This Date\$ _____

Balance Owning\$ 111,476.00

Cook's Finance Other 6 months no interest

Balance to be paid when work is completed.

ISSUE GUARANTEE TO: Date: 4/13/99

Name Brentwood Pointe II Homeowners Assn

Address c/o Timmons Prop 2200 Hillsboro

City Suite 200 Nashville, Tn 37212

Phone _____

Employer _____

Social Security Number _____

Work Phone _____

Service Address Brentwood Pointe II
homeowners Association 176 units and
clubhouse

GENERAL TERMS AND CONDITIONS

Customer hereby authorizes Cook's to perform the work described in this Agreement and agrees to pay Cook's the amount stated herein. Cook's agrees to make annual inspections of the structure and Customer agrees to pay an annual renewal fee of \$19508.00 (billed quarterly). The Customer will notify Cook's in writing if the building is sold, ownership changes, or if the Guarantee is to be terminated for any other reason and further agrees that in the event any fee or charge is not paid when due, the Guarantee and protection will be cancelled and all amounts owing will become immediately due and payable.

_____ (initials)

The Customer agrees to the terms and conditions of this Agreement and in the event of default, agrees to pay all costs of collection, including a reasonable fee in the enforcement hereof, not exceeding 15% of the unpaid debt after default and referral to an attorney not a salaried employee of seller.

The **FINANCE CHARGE** on the above is computed on the **UNPAID BALANCE** at the rate of **1 1/2% PER MONTH** or **18% ANNUAL PERCENTAGE RATE**. If the balance owing is paid in full within 30 days of the Agreement date, 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 billed. 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.

ALTERNATIVE DISPUTE RESOLUTION CLAUSE

As an inducement to Cook's Pest Control, Inc., [COOK'S] to enter into this Agreement with the Customer, the parties hereto agree as follows:

(1) ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE AGREEMENT AND GUARANTEE, 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 COMMERCIAL 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.

(2) The parties anticipate that the resources of COOK'S used by COOK'S to perform this Agreement and Guarantee, will come from interstate sources. Therefore, COOK'S and CUSTOMER acknowledge and agree that the Agreement and Guarantee involves "commerce" as defined in the United States Arbitration Act, Title 9, United States Code, "Arbitration," hereinafter referred to as the "USA".

(3) 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 DISCOVERY IN ARBITRATION PROCEEDINGS IS GENERALLY MORE LIMITED THAN AND DIFFERENT FROM COURT PROCEEDINGS; (III) THE ARBITRATORS' AWARD IS NOT REQUIRED TO INCLUDE FACTUAL FINDINGS OR LEGAL REASONING; AND (IV) EITHER PARTY'S RIGHT TO APPEAL OR TO SEEK MODIFICATION OF RULINGS BY THE ARBITRATORS IS STRICTLY LIMITED. THE VENUE FOR ARBITRATION OR MEDIATION SHALL BE IN THE COUNTY OF THE CUSTOMER'S RESIDENCE.

FEDERAL TRUTH-IN-LENDING DISCLOSURE STATEMENT

<p>(A.) ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate:</p> <p>18 %</p>	<p>(B.) FINANCE CHARGE The dollar amount the credit will cost you: (D) - (C)</p> <p>\$ _____</p>	<p>(C.) AMOUNT FINANCED The amount of credit provided to you or on your behalf (Balance Owning):</p> <p>\$ _____</p>	<p>(D.) TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled: (B) + (C)</p> <p>\$ _____</p>	<p>(E.) TOTAL SALE PRICE Total cost of your purchase on credit, including your downpayment (D) + Down payment:</p> <p>\$ _____</p>
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You have the right to receive an itemization of the Amount Financed at this time.

I want an itemization I do not want an itemization. LATE CHARGE: None

Your payment schedule will be:

No. of Payments	Amount of Payments	Payments Due
<u>1</u>	<u>18581.00</u>	<u>Downpayment</u>
<u>5</u>	<u>19579.00</u>	<u>Schedule 2nd work</u>

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, you, 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.

Caution - It is important that you thoroughly read this Agreement before you sign it.

[Signature]
 Cook's Pest Control Representative

[Signature] 4-14-99
 Customer or Agent

Note: This guarantee includes the control of all subterranean termites with the exception of the Formosan species.

Guarantee issued to: Brentwood Pointe II Homeowners Assn C/O Timmons Prop.

Location of Building treated: Address: 825, 826, 827, 828 General George Patton Blvd.

City: Brentwood State: TN Zip: 37027

Account Number: MTD-2899-01 Date: 4/28/99

I. RENEWAL 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 following terms.
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. The building is sold or there is a change in ownership (A new Guarantee may be issued by agreement between the new owner and Cook's).
 - 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.
 - e. Cook's, for whatever reason, ceases to be an Authorized Operator for the Sentricon System.
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 Termites provided:
 - a. The damage is established as to have occurred more than twelve (12) months after the initial installation of the Sentricon System.
 - b. Cook's find the damaged area infested with live native Subterranean Termites (excludes 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 Termites, or which may permit hidden access to the structure, is less than 6 inches above ground level.
 - b. A moisture problem exists which permits termites to survive without returning to the soil.

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 Termites, or which may permit hidden access to the structure, must be kept and maintained at least 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 if additions are made to the building. Additional Sentricon stations and charges will be required for the Guarantee to remain in effect.
3. Customer shall pay initial charge and annual renewal inspection fees according to the terms of the Agreement. All initial treatment charges and any subsequent annual renewal inspection fees are due at the time the services are provided, unless other written payment arrangements are agreed to by and between Customer and Cook's.
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.

IV. CUSTOMER UNDERSTANDS AND AGREES

1. The treatment being provided is for native Subterranean Termites and does not include protection from Formosan Termites, Drywood Termites, Boring Beetles or any other wood destroying organisms, 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. All components of the Sentricon System are and shall remain the property of Dow AgroSciences. Customer has no rights to any of these components, other than the right of installation by Cook's on Customer's premises pursuant to the Agreement.
4. If Cook's, for whatever reason, ceases to be an Authorized Operator for the Sentricon System, they shall so 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.
5. Upon the expiration or termination of this Agreement, either Cook's, Dow AgroSciences, or their representatives is authorized by the Customer to retrieve from the premises the Sentricon stations and other components.
6. 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 since 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.
7. There is no guarantee, and Cook's does not represent, that termites will not return.

V. SATISFACTION GUARANTEED

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

Note: This express warranty excludes all implied warranties, including merchantability and fitness.

**COOK'S PEST CONTROL, INC.**

James M. Aycock
PRESIDENT

POSITIVE TERMITE PROTECTION SINCE 1928

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