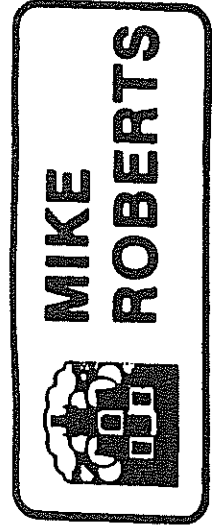


Set of 5



TERMITE & PEST CONTROL, INC.

11532 N. Barnes
Oklahoma City, OK 73120
Phone# 405-843-8183

CUSTOMER • Bane First - Trust Dept
P.O. Box 26883
One 73126

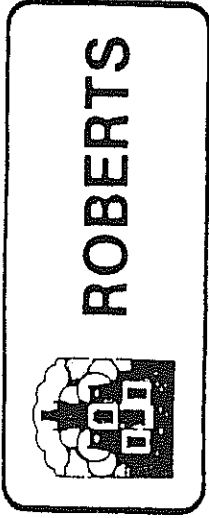
INVOICE

| | |
|--------------|--------------------|
| DATE | 5-13-09 |
| CO. | |
| BUYER | |
| CLOSING | 818-5307 248- |
| AGENT | John De Force 4104 |
| SELLER | |
| SCHEDULE FOR | |

| QTY. | UNIT | DESCRIPTION | UNIT PRICE | AMOUNT |
|-----------|------|---|------------|--------|
| | | Coff #81 by Mc Donalds - Will Rogers E.W. to 13th - N. to Fay or See map 5111200110005109 TERMITE CERTIFICATE For: 910 Fay Ave Kingfisher looked @ 8-08 | | 950 -- |
| SUB TOTAL | | | | |
| TAX | | | | |
| TOTAL | | | | 950 -- |

8-11-08

**PLEASE PAY FROM THIS INVOICE AND INCLUDE
JOB ADDRESS WITH YOUR REMITTANCE.**



Pest Exterminating, Inc.
TERMITE AND PEST CONTROL, INC.

Oklahoma City, Oklahoma
(405) 843-8183

11532 N. Barnes Ok. City, Ok. 73120
73120

TERMITE PROTECTION PLAN

PURCHASER Bone First - Trust Dept. TELEPHONE _____
 MAIL ADDRESS P.O. Box 26883
 CITY OCTH
 DESCRIPTION OF PROPERTY TO BE TREATED slab floor house STATE OK ZIP 73126
 PROPERTY ADDRESS 910 Fay ave
 CITY Henryfork STATE OK ZIP _____

Effective 5-13-09 through 5-13-11 for the sum of \$ 95.00 Roberts will provide the necessary service to protect the identified property against the attack of subterranean termites.

Roberts will extend protection annually to the original owner for 95.00 per year payable on or before the end of the previous protection period. After five years and each year thereafter, Roberts reserves the right to revise the annual extension charge. If this Plan is renewed beyond the initial contract term, Roberts will perform any further treatment found necessary during the effective life of this contract.

Purchaser permits Roberts to do all drilling in floors and walls necessary for thorough and proper treatment. If building has concrete floors, voids may be treated through same holes that are drilled for under-slab treatment. In the event of alterations of identified property, purchaser must arrange with Roberts for additional service which may also require an adjustment to annual extension charge.

Due to the nature of construction, no present or future damage will be replaced or repaired by Roberts.

Upon transfer of ownership of the identified property, protection against subterranean termites may be continued upon the request of the new owner and upon payment of a contract transfer fee. In addition, Roberts reserves the right to revise the annual extension charge upon transfer of ownership. In the event the new owner fails to request continued coverage and does not agree to pay the transfer fee or the revised annual extension charge, the Termite Protection Plan will terminate automatically as of the date of the change of ownership.

This protection plan and/or any extension thereof will be effective only upon payment of the charges as provided herein.

Any additional provisions attached hereto include the general conditions on the reserve side and the section graph if issued, dated _____ are part of this plan.

SPECIFIC CONDITIONS
Treated with Termitide 80 WG EPA# 7969-209.
PT-LIT label, Tank mix 4 pucks per 100 gal,
of water 8.5 gals, apply inside.
Termite in entry way wall, front bedroom
on front wall & in outside wall of front back
area. 100% concentrate.

PURCHASER Marilyn Hubbard Trust, Sherry Hubert Trust, Beneficiary of Trust DATE 5/20/2009
 ROBERTS REPRESENTATIVE W. J. Harris DATE 5-13-09

GENERAL CONDITIONS

1. **EXISTING DAMAGE.** Roberts is not responsible for the repair of either visible damage or hidden damage. Because damage may be present in areas which are inaccessible to visual inspection, Roberts does not guarantee that the damage disclosed represents all of the existing damage as of the date of this agreement.
2. **WATER LEAKAGE.** Water leakage in treated areas, and leakage in interior areas or through the roof or exterior walls of the identified property, may destroy the effectiveness of Robert's treatment and is conducive to new infestation. Purchaser is responsible for making timely repairs as are necessary to stop the leakage. Upon completion of repairs by Purchaser, Roberts will provide additional treatment to control infestation at Purchaser's expense. If Purchaser elects not to repair said defects or purchase the additional necessary treatment, then Roberts shall have no further obligation under this agreement.
3. **MASONRY AND CONCRETE FAILURE.** Roberts reserves the right to adjust the Contract and charge for additional treatments as appropriate at current rates when changes occur as a result of ground shifts, earthquake, or other conditions that cause cracks in masonry and/or concrete structural members.
4. **ADDITIONS, ALTERATIONS.** In the event the premises are structurally modified, altered or otherwise changed or if soil is removed or added around the foundation, Purchaser will immediately notify Roberts and will purchase the additional treatment required by the changes incurred. Failure to do so will terminate this agreement automatically. In the event of structure modification, Roberts also reserves the right to adjust the annual extension charge.
5. **NOTICE OF CLAIMS, ACCESS TO PROPERTY.** Any claim under the terms of this agreement will be made immediately in writing to any Roberts office. Roberts is only obligated to perform under this agreement provided the Purchaser allows Roberts access to the identified property for any purpose contemplated by this Contract, including but not limited to reinspection, whether the inspection was required by the Purchaser or considered necessary by Roberts.
6. **DISCLAIMER.**
 - A. Roberts' liability under this agreement will be terminated if Roberts is prevented from fulfilling its responsibilities under the terms of this agreement by reason of delays in transportation, shortages of fuel and/or materials, strikes, embargoes, fires, floods, quarantine restrictions, or any other act of God or circumstances or cause beyond the control of Roberts.
 - B. This agreement does not cover and Roberts will not be responsible for:
 - (1) Damage resulting from moisture conditions, including but not limited to fungus damage, and/or
 - (2) Damage resulting from masonry failure or grade alterations.
 - C. **ROBERTS DISCLAIMS ANY LIABILITY FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE GUARANTEES STATED IN THIS AGREEMENT ARE GIVEN IN LIEU OF ANY OTHER GUARANTEE OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
7. **CHANGE IN LAW.** Roberts performs its services in accordance with the requirements of federal, state and local law. In the event of a change in existing law as it pertains to the services promised herein, Roberts reserves the right to revise the annual extension charge or terminate this agreement.
8. **NON-PAYMENT, DEFAULT.** In the case of non-payment or default by the Purchaser, Roberts has the right to terminate this agreement and reasonable attorney's fees and cost of collection shall be paid by Purchaser, whether suit is filed or not.

This Contract constitutes the entire Agreement between the parties and no other representations or statements will be binding upon the parties.